

**City Council**

Tuesday, September 8, 2026

6:00 PM

Regular Session

Council Chambers

360 N. Main Street

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

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, August 25, 2026
 - B. Claims
 - C. Liquor License Application, October 28, 2026, Five Day License, Grave Rave Event - Hy-Vee Centennial Center
 - D. Liquor License Application, Winestyles
 - E. Liquor License Application, September 13, 2026, 14-Day License, Event at Hy-Vee Centennial Center
 - F. Forevergreen Road & Jasper Avenue Project, Change Order Number 3, CJ Moyna & Sons and Progressive Structures LLC, \$4,675.00
 - G. Forevergreen Road & Jasper Avenue Project, Pay Application Number 5, CJ Moyna & Sons, Inc., \$731,308.84
5. Public Comment
6. Engineer Report
7. City Administrator Report
 - A. City Administrator Memo
8. Mayor Report
 - A. Welcoming Week 2026 Proclamation
9. Council Reports

10. Urban Renewal Loan Agreement
 - A. Public Hearing on proposal to enter into a General Obligation Urban Renewal Loan Agreement
 - B. Resolution Number 2026-108, A Resolution taking additional action on proposal to enter into a General Obligation Urban Renewal Loan Agreement
11. West Forevergreen Road Trail Project
 - A. Resolution Number 2026-109, A Resolution approving the Standard Form of Agreement between the City of North Liberty and Shive-Hattery, Inc. for the West Forevergreen Road Trail Project
12. Aquatic Center Renovations Project
 - A. Resolution Number 2026-110, A Resolution approving the Standard Form of Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Aquatic Center Renovations Project
13. Cemetery Board Ordinance Repeal
 - A. Third consideration and adoption of Ordinance Number 2026-13, An Ordinance amending Chapter 15 and repealing Chapter 26 governing oversight and operation of a Joint Cemetery Board
14. Electric Personal Assistive Devices & Micromobility Devices Ordinance
 - A. Third consideration and adoption of Ordinance Number 2026-14, An Ordinance amending Chapter 76 of the North Liberty Code of Ordinances concerning the Operation of Electric Personal Assistive Devices and Micromobility Devices
15. Zoning Ordinance
 - A. Second consideration of Ordinance Number 2026-15, An Ordinance amending Chapter 168 of the North Liberty Code of Ordinances, governing Dimensional Standards and Use Defined and Use Standards, Chapter 169 of the North Liberty Code of Ordinances governing Off Street Parking and Loading, Landscaping Requirements, Accessory Structures and Uses and Design Standards and Chapter 173 of the North Liberty Code of Ordinances regarding Temporary Signs
16. Old Business
17. New Business
18. Adjournment
19. Additional Information
 - A. Department Reports

B. Other Reports



Consent Agenda



City Council
August 25, 2026
Regular Session

Call to order

Mayor Hoffman called the Tuesday, August 25, 2026, 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: Tonja Fortney, Brian Leibold, Paul Park, Brent Smith, Brian Wayson.

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

Approval of the Agenda

Brian Wayson moved, Brian Leibold seconded to approve the agenda. The vote was all ayes. Agenda approved.

Consent Agenda

Paul Park moved, Brian Leibold seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, August 11, 2026; July Treasurer Report, July Revenues, Liquor License Application, Hy-Vee Centennial Center Special Event, October 8, 2026 - 5 day application; Community Center Parking Lot Project Phase 1, Change Order Number 1, All American Concrete, Inc., \$ 7,202.34; Community Center Parking Lot Project Phase 1, Pay Application Number 2, All American Concrete, Inc., \$123,643.29; Centennial Park Phase 2, Pay Application Number 2, Conlon Construction Co., \$112,241.61 and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

Public Comment

Austin Kopp, 425 Anne Boulevard, spoke regarding traffic at Abraham and Anne. Greg Erceg, Supervisor Candidate, congratulated the city for the people being tremendous.

Engineer Report

City Engineer Bilskemper provided updates on the Community Center Parking Lot Project, Forevergreen Road and Jasper Avenue Project, and the reopening of the I380 ramp (northbound). He reported on projects in design including Ranshaw Way Phase 6 and the Cherry Street Fire House Project. Council discussed the report with Bilskemper.

City Administrator Report

City Administrator Heiar reported on the new financial reports and the Inclusive Play Atlas website that includes the Centennial Park playground.

Mayor Report

Mayor Hoffman reported that the Grow Solar Program ends in September. Leibold and Hoffman will be part of a group discussing data centers in the region. There is a lot of discussion regarding new jail proposal including next Tuesday night's presentation at Johnson County HHS building.

Council Reports

Councilor Wayson attended the Street Dance. He spoke regarding the new bus and new routes. Councilor Smith appreciated seeing the Police and Fire Departments at the Street Dance. He reported that the Think Iowa City Board added RaQuishia Harrington. Councilor Park attended Neighborhood Centers of Johnson County's grand opening at the new Towncrest Building. He attended the Street Dance. He is attending IFA Housing Iowa Conference. He is excited about Arts and Culture meeting coming up on Thursday 8/27. Councilor Leibold spoke regarding volunteers at events. He offered a start of school safety reminder. Councilor Fortney attended Street Dance, the Data and Society at the Library and jail open house.

Solomon's Landing Amended Development Agreement

Heiar presented a summary of the amendments to the Development Group. Brandon Pratt was present and offered additional information on the requests. Brent Smith moved, Brian Leibold seconded to approve Resolution Number 2026-107, A Resolution approving Amended Development Agreement with Pratt Real Estate Management, Inc. . After discussion, the vote was: ayes - Brent Smith, Brian Wayson, Paul Park, Brian Leibold, Tonja Fortney; nays - none. Motion passed.

Sewer Revenue Borrowing

At 6:30 p.m. Mayor Hoffman opened the public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement. No oral or written comments were received. The public hearing was closed at 6:30 p.m.

Paul Park moved, Tonja Fortney seconded to approve Resolution Number 2026-104, A Resolution taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving, and securing the payment of a \$3,166,300 Sewer Revenue Loan and Disbursement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement). After discussion, the vote was: ayes - Brian Wayson, Paul Park, Brent Smith, Brian Leibold, Tonja Fortney; nays - none. Motion passed.

Zoning Ordinance

At 6:31 p.m. Mayor Hoffman opened the public hearing regarding proposed amendment to the Zoning Ordinance. No oral or written comments were received. The public hearing was closed at 6:31 p.m.

Rusnak presented the Zoning Ordinance amendments. The Planning Commission accepted the listed finding; the proposed amendment would achieve consistency with Section 165.09 of the Zoning Code; and forward the request to City Council with a recommendation for approval.

Paul Park moved, Brian Leibold seconded to approve the first consideration of Ordinance Number 2026-15, An Ordinance amending Chapter 168 of the North Liberty Code of Ordinances, governing Dimensional Standards and Use Defined and Use Standards, Chapter 169 of the North Liberty Code of Ordinances governing Off Street Parking and Loading, Landscaping Requirements, Accessory Structures and Uses and Design Standards and Chapter 173 of the North Liberty Code of Ordinances regarding Temporary Signs. After discussion, the vote was: ayes - Brian Leibold, Tonja Fortney, Brian Wayson, Brent Smith, Paul Park; nays - none. Motion passed.

2026-2028 Strategic Plan

Brent Smith moved, Brian Wayson seconded to approve Resolution Number 2026-105, A Resolution approving the 2026 Strategic Planning and Goal Setting Report prepared by East Central Iowa Council of Governments for the City of North Liberty. After discussion, the vote was: ayes - Tonja Fortney, Brian Leibold, Paul Park, Brent Smith, Brian Wayson; nays - none. Motion passed.

Cherry Street Firehouse Project

Brian Wayson moved, Paul Park seconded to approve Resolution Number 2026-106, A Resolution setting the date for Public Hearing and Additional Action on proposal to enter into General Obligation Urban Renewal Loan Agreement and to borrow money thereunder. The vote was: ayes - Brian Leibold, Brent Smith, Paul Park, Brian Wayson, Tonja Fortney; nays - none. Motion passed.

LSTJ Holdings, LLC Rezoning

Tonja Fortney moved, Brian Wayson seconded to approve the third consideration and adoption of Ordinance Number 2026-11, An Ordinance amending the Zoning Designation for certain property located in North Liberty, Iowa from C-1-B General Commercial District to C-3 Higher Intensity Commercial District. The vote was: ayes - Brent Smith, Brian Wayson, Brian Leibold, Paul Park, Tonja Fortney; nays - none. Motion passed.

The Emory North Liberty III, LC Rezoning

Paul Park moved, Brent Smith seconded to approve the third consideration and adoption of Ordinance Number 2026-12, An Ordinance amending the Zoning Designation for certain property located in North Liberty, Iowa to amend the Planned Area Development (PAD) within the existing RM-21 Multi-unit Residence District. The vote was: ayes - Tonja Fortney, Brian Leibold, Brent Smith, Paul Park, Brian Wayson; nays - none. Motion passed.

Cemetery Board Ordinance Repeal

Tonja Fortney moved, Brent Smith seconded to approve the second consideration of Ordinance Number 2026-13, An Ordinance amending Chapter 15 and repealing Chapter 26 governing oversight and operation of a Joint Cemetery Board. The vote was: ayes – Brent Smith, Tonja Fortney, Brian Leibold, Brian Wayson, Paul Park; nays – none. Motion passed.

Electric Personal Assistive Devices & Micromobility Devices Ordinance

Brian Leibold moved, Tonja Fortney seconded to approve the second consideration of Ordinance Number 2026-14, An Ordinance amending Chapter 76 of the North Liberty Code of Ordinances concerning the Operation of Electric Personal Assistive Devices and Micromobility Devices. The vote was: ayes – Tonja Fortney, Brent Smith, Paul Park, Brian Leibold, Brian Wayson; nays – none. Motion passed.

Old Business

Councilor Park added additional information to Mr. Kopp's comments.

New Business

No new business was presented.

Adjournment

Brian Leibold moved; Paul Park seconded to adjourn at 6:40 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

SPECIAL CLASS "C" RETAIL ALCOHOL LICENSE APPLICATION

Business Information

Name of Legal Entity: NORTH LIBERTY CITY OF

FEIN: XX-XXX6682

Business Type: CITY

This business is not registered with the Secretary of State.

Premises Information

Premises DBA: NORTH LIBERTY CITY OF

Premises Address: 1565 SAINT ANDREWS DRIVE NORTH LIBERTY IA 52317-0077

Premises Type: Convention Center/Hall

Number of Floors: 1

Control of Premises: Own

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 28-Oct-2026

Length of License Requested: 5 days

Privilege(s) Requested

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

We will not sell alcohol on the attached concrete patio, but if weather is nice attendees may carry out there.

Endorsements

Local Authority: City of North Liberty

Dramshop Company: EMCASCO INSURANCE COMPANY

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

Yes

Criminal Violations

Legal Name	DOB	Violation Date	Charge	City	State	Citizenship Lost?

Contact Information

Contact Name: JILLIAN MILLER

Phone Number: 3196265757

Email Address: jillian.miller@northlibertyiowa.gov

Address: 360 N MAIN ST NORTH LIBERTY IA 52317-9641

Attestation Information

Attestation Name: JILLIAN MILLER

Attestation Date: 21-Aug-2026

CLASS "C" RETAIL ALCOHOL LICENSE APPLICATION

Business Information

Name of Legal Entity: DANIEL ROSIN

FEIN: XX-XXX7820

Business Type: SOLE

This business is not registered with the Secretary of State.

Premises Information

Premises DBA: ROSIN IMPERIAL GROUP

Premises Address: 680 MEADE DR STE 5 NORTH LIBERTY IA 52317-8846

Premises Type: Specialty Shop

Number of Floors: 1

Control of Premises: Lease

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 13-Jul-2026

Length of License Requested: 12MONTH

Privilege(s) Requested

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

Outdoor alcohol service is requested for a designated patio area immediately adjacent to the licensed premises. Alcoholic beverages will be served only within the approved outdoor service area, which will be clearly defined, monitored by staff, and operated in compliance with all Iowa Alcoholic Beverages Division and local regulations.

Endorsements

Local Authority: City of North Liberty
Dramshop Company: SOCIETY INSURANCE

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?
No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.
No

Criminal Violations

Contact Information

Contact Name: BRAD VEENSTRA
Phone Number: (641) 842-2135
Email Address: brad@mckayinsagency.com
Address: PO BOX 151 106 E MAIN ST KNOXVILLE IA 50138-0151

Attestation Information

Attestation Name: DANIEL ROSIN
Attestation Date: 11-Jul-2026



Zoning Compliance Certificate Application

Fee \$25

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

Please provide the following information:

Property Address: 680 Meade Dr STE 5, North Liberty, IA 52240						
Name of Applying Business: Rosin Imperial Group				Rents this space ☒ Owns this space ☐		
Applicant Name: Daniel Rosin						
Address: 2109 Union Rd, Iowa City, IA 52240						
Phone number(s) cell: 3194708413 alternate phone: _____						
Email Address: daniel.rosin@rosinimperial.com						
Please indicate proposed uses <u>and</u> NOTE THE SQUARE FOOTAGE FOR EACH USE IN THE APPLICABLE BOX Total height of shelved items is over 12 feet ☐ YES ☐ NO ☒ Combustible	PERMANENT RETAIL FIREWORKS SALES	TEMPORARY TENT FIREWORKS SALES	RETAIL 3120	SCHOOL	HOME OCCUPATION	DAYCARE
	ENCLOSED VEHICLE STORAGE	MINOR VEHICLE REPAIR	HOTEL/MOTEL	RESTAURANT	RESIDENTIAL	PLACES OF WORSHIP
	EQUIPMENT SALES	MAJOR VEHICLE REPAIR	VEHICLE SALES	PARKING FACILITY	OUTDOOR DISPLAY	OUTDOOR STORAGE
	INCIDENTAL STORAGE OF COMBUSTIBLES	INCIDENTAL STORAGE OF NONCOMBUSTIBLES	INCIDENTAL STORAGE OF HAZARDOUS MATERIAL	SMALL ANIMAL CARE	MEDICAL	OFFICE
	WAREHOUSE STORAGE OF COMBUSTIBLES	WAREHOUSE STORAGE OF NONCOMBUSTIBLES	WAREHOUSE STORAGE OF HAZARDOUS MATERIAL	MANUFACTURER	FUELING STATION	OTHER
Describe IN DETAIL the use or uses of this space: We are a WineStyles franchise and a premium cigar lounge. We will sell wine and other liquors as well as cigars. Both can be enjoyed on our spacious patio or indoors.						
Provide Start-up date: 09/01/2026 Provide Number of Employees: 5						
Will ALL ACTIVITIES associated with the proposed use be within structure(s) or buildings? YES ☐ If no, describe the activity: NO ☒ Wine and cigars will be enjoyed on the patio.						
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: _____ Date: 7/27/26						



North Liberty Police Department

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

July 31, 2026

Liquor License Check

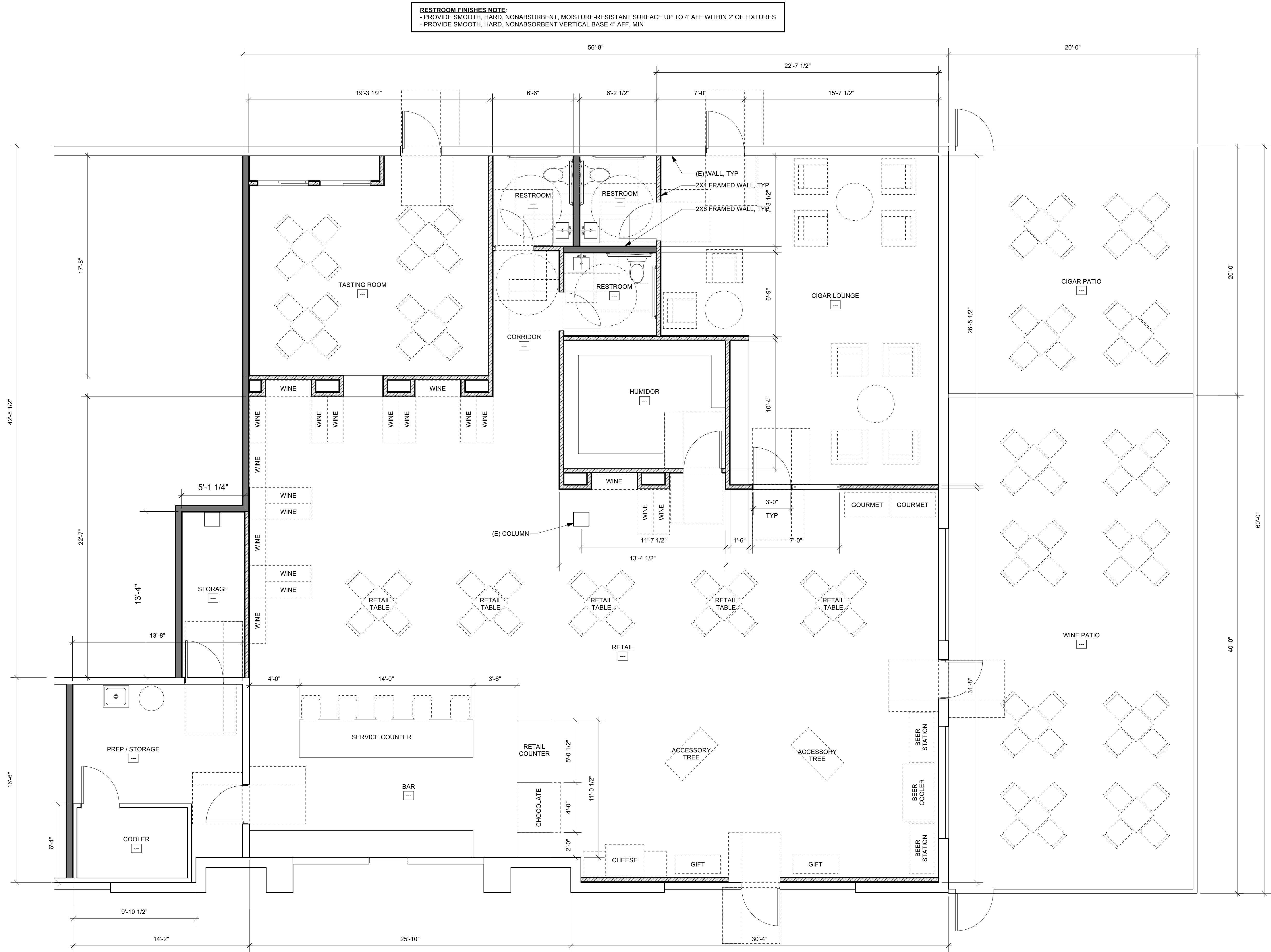
Business: Winestyles Tasting Station & Dienstag Cigar Lounge
680 Meade Dr Ste 5
North Liberty, IA 52317

Owners: Daniel Rosin (DOB: 04-05-1991)

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

I recommend the license be granted.

This record check was conducted by Lieutenant Rueben Ross.



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



Kim Reynolds Governor of Iowa
Adam Gregg Lt. Governor
Stephen Larson Administrator

APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law.

Paul Kni
Applicant's Signature

8/4/2026
Date

NOTARY

State of Iowa

County of Johnson

Signed and sworn to before me on 8/4/26
Date

By Daniel Kosi
Print Name of Applicant

Danielle Davis
Signature of Notary

8/4/26
Date



COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 24th day of June, 2020

BETWEEN:

Junge Properties of 1660 Knoll Rd, Marion, IA 52302, USA

Telephone: (319) 360-8652

(the "Landlord")

OF THE FIRST PART

- AND -

Daniel Rosin and Wine Styles of 680 Meade Dr suite 5, North Liberty, IA 52317, USA

Telephone: 319-470-8413

(the "Tenant")

OF THE SECOND PART

- AND -

Daniel Rosin of 680 Meade Dr suite 5, North Liberty, IA 52317, USA

Telephone: 319-470-8413

(the "Guarantor")

OF THE THIRD PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent,

whether or not specifically designated as Additional Rent elsewhere in this Lease;

- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 680 Meade Dr suite 5, North Liberty, IA 52317, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building;
- f. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

- 2. The Landlord agrees to rent to the Tenant the restaurant municipally described as 680 Meade Dr suite 5, North Liberty, IA 52317, USA (the "Premises").

3. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Wine and Cigar Lounge.

Term

4. The term of the Lease commences at 12:00 noon on July 1, 2026 and ends at 12:00 noon on June 30, 2031 (the "Term").
5. Notwithstanding that the Term commences on July 1, 2026, the Tenant is entitled to possession of the Premises at 12:00 noon on July 1, 2026.
6. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
7. Upon 30 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
8. Upon 60 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days' notice.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$3,822.92, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
10. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at Junge Properties 1660 Knoll Rd Marion Iowa 52302, or at such other place as the Landlord may later designate.
11. The Base Rent for the Premises will increase over the Term of the Lease as follows: Initial Term of 60 months
 - Months: 0-6: \$0.00 Free Base Rent with Tenant paying monthly Taxes, CAM and Insurance).
 - Months: 7-12: \$12.50/SF or (\$3,822.92/mo)
 - Months:13 -24: \$13/SF or (\$3,975.83/mo)
 - Months:25 -36: \$13.50/SF or (\$4,128.75/mo)
 - Months:37 -48: \$14/SF or (\$4,281.67/mo)

- Months:48 -60: \$14.50/SF or (\$4,434.58/mo)

12. The Tenant will be charged an additional amount of 5.00% of the Base Rent for any late payment of the Base Rent.
13. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

14. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, its Proportionate Share of all of the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the Building including the Common Areas and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs").
15. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.
16. Operating Costs will also not include the following:
 - a. any increase in insurance premiums to the center as a result of business activities of other tenants;
 - b. the costs of any capital replacements;
 - c. the costs incurred or accrued due to the willful act or negligence of the Landlord or anyone acting on behalf of the Landlord;
 - d. structural repairs;
 - e. costs for which the Landlord is reimbursed by insurers or covered by warranties;
 - f. costs incurred for repairs or maintenance for the direct account of a specific tenant or vacant space;

- g. costs recovered directly from any tenant for separate charges such as heating, ventilating, and air conditioning relating to that tenant's leased premises, and in respect of any act, omission, neglect or default of any tenant of its obligations under its Lease; or
- h. any expenses incurred as a result of the Landlord generating revenues from common area facilities will be paid from those revenues generated.

17. The Tenant will pay:

- a. To the Landlord, the Tenant's Proportionate Share of all real property taxes, rates, duties, levies and assessments which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal, state, district, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building.
- b. To the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Landlord's Estimate

18. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installments throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within 120 days of the conclusion of each year of the Term or a portion of a year, as the case

may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within 15 days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Guarantees

19. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.
20. The Guarantor's obligations remain fully effective even if this Lease is disclaimed, the Landlord gives the Tenant extra time to comply with any obligation, the Landlord previously waives a default of the Tenant under this Lease, or the Landlord does not insist on strict compliance with the Lease's terms.

Use and Occupation

21. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
22. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
23. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice

recommended by all appropriate authorities).

Security Deposit

24. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$4,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
25. The Tenant may not use the Security Deposit as payment for the Rent.

Quiet Enjoyment

26. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

27. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

28. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

29. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

- ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage fees and expenses, legal fees and disbursements, and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of 12% per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a term of 6 months.

Inspections and Landlord's Right to Enter

- 30. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.

Renewal of Lease

- 31. The tenant will have two (2) five-year option to renew the lease. Options shall be executed by the Tenant providing written notice to the Landlord at least 180 days before the expiration of the initial term.
The base rent for the first option year shall be \$15.38/SF (\$4587.5/mo) and shall increase annually by 2.5% from Year 6 to Year 15.

4 703.72



Tenant Improvements

- 32. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the

Premises;

- b. removing or adding walls, or performing any structural alterations;
- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus.

Utilities and Other Costs

33. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.

Insurance

34. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
35. Both the Landlord and the Tenant are responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss for the benefit of the Landlord.
36. Both the Landlord and the Tenant are responsible for insuring their respective interests and property in the Premises for damage or loss for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
37. Both the Landlord and the Tenant are responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
38. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

39. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the

Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

40. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of 12% per annum from the due date until paid.

Governing Law

41. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Iowa, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

42. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Iowa (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

43. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
44. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
45. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
46. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
47. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

48. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

49. Tenant shall receive two (2) consecutive options to renew the term of the lease for a period of five (5) years each with 180 days advance notice. The rent payable for the renewal options shall be as follows:

Term Base monthly rent

The base rent at the start of the first option year shall start at \$15.38/SF or (\$4,703.72/mo) and increase annually by 2.5%. from Year 6 – Year 15.

- Landlord will reimburse tenant \$15,000 if Landlord decides not to renew after 5 years
- Tenant will have \$0 in the build-out reimbursements after 10 years
- Tenant shall have the right to extend the lease so long as rent is paid and current.

The tenant shall be responsible for the prorated share of property tax expense which is ESTIMATED to be \$6.33 per square foot annually or \$1,935.93/mo. In addition to Base Rent, Tenant will pay monthly its pro-rata share of common area maintenance expenses (CAM), and Building Insurance expenses which are estimated to be \$1.62/SF annually or \$495.45/mo.

The tenant is responsible for the insurance of their contents and liability.

Landlord shall maintain, repair, and replace (as necessary) the roof, structural components, exterior walls, and concealed utility lines serving the building and common areas.

Landlord to supply at no cost to tenant the walk in cooler, sinks, water heater and attached fixtures.

The south wall of the cooler may need to move towards the cooler for exterior access the the middle suite and this will be at expense of Landlord. See exhibit A.

Care and Use of Premises

50. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
51. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
52. The Tenant will not engage in any illegal trade or activity on or about the Premises.
53. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

54. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

55. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

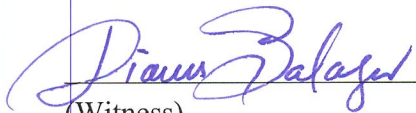
Rules and Regulations

56. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Premises and Building.

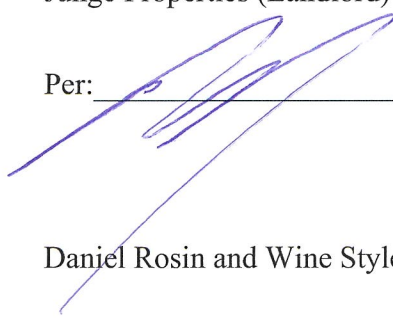
General Provisions

57. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
58. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
59. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
60. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
61. Time is of the essence in this Lease.
62. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 24th day of June, 2024

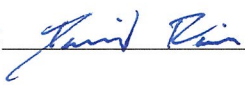

(Witness)

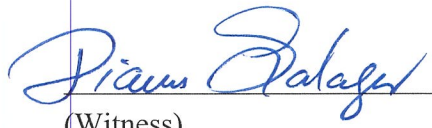
Junge Properties (Landlord)

Per:  (SEAL)


(Witness)

Daniel Rosin and Wine Styles (Tenant)

Per:  (SEAL)


(Witness)


Daniel Rosin (Guarantor/Surety)

CLASS "C" RETAIL ALCOHOL LICENSE APPLICATION

Business Information

Name of Legal Entity: JUSTIN J GIBBS

SSN: [REDACTED]

Business Type: SOLE

This business is not registered with the Secretary of State.

Premises Information

Premises DBA: HY-VEE CENTER AT CENTENNIAL PARK

Premises Address: 1565 SAINT ANDREWS DRIVE NORTH LIBERTY IA 52317-9150

Premises Type: Special Event

Number of Floors: 1

Control of Premises: Lease

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 13-Sep-2026

Length of License Requested: 14 days

Dramshop Company: FARM BUREAU FINANCIAL SERVICES

Ownership Information

[illegible]

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: JUSTIN GIBBS

Phone Number: [REDACTED]

Email Address: [REDACTED]

Address: [REDACTED]

Attestation Information

Attestation Name: JUSTIN GIBBS

Attestation Date: 21-Aug-2026

CHANGE ORDER
For Local Public Agency Projects

No.: 03

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

Project Number: 2240019540

Kind of Work: Roadway Construction

Local Public Agency: North Liberty

Contractor: CJ Moyna & Sons and Progressive Structures LLC

Date Prepared: 09/01/2026

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

A - Description of change to be made:

0116 - ADD an item for MOBILIZATION (TRAFFIC CONTROL): 1 LS
0117 - ADD an item for TBR AND TRAFFIC CONTROL: 1 LS

B - Reason for change:

0116 - Existing traffic control modification needed to improve traffic flow due to nearby Penn St interchange ramp closures related to Iowa DOT project.
0117 - Traffic control modification including installation of temporary barrier rail adjacent to storm sewer excavation drop offs where live traffic is maintained on Forevergreen Road is needed for additional safety measures.

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

0116 - Agreed Lump Sum Price
0117 - Agreed Lump Sum Price

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

0116 - An agreed upon lump sum price for the work was established. Cost is considered reasonable for additional mobilization and adjustments to traffic control.
0117 - An agreed upon lump sum price for the work was established. Cost is considered reasonable for installation and placement of TBR.

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

Justification for selection:

Work items were are streamlined with construction activities already in progress.

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
		PPR#8	Mobilization (Traffic Control)	\$1,925.00	1.000	\$1,925.00
		PPR#7	Temporary Barrier Rail	\$2,750.00	1.000	\$2,750.00
				Add Row	Delete Row	TOTAL
						\$4,675.00

H. Signatures

Agreed:

Contractor

09/01/26

Date

Recommended:

Project Engineer

9/1/2026

Date

Approved:

Person in Responsible Charge

Date

Other (optional)

Title

Date

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	5,044,579.00
2. Net change by Change Orders	\$	55,005.80
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	5,099,584.80
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,941,786.07
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	\$97,089.30
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	97,089.30
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,844,696.77
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,113,388
8. CURRENT PAYMENT DUE	\$	731,308.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	3,254,888.03

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$130,290.80	(\$79,960.00)
Total approved this Month	\$4,675.00	\$0.00
TOTALS	\$134,965.80	(\$79,960.00)
NET CHANGES by Change Order	\$55,005.80	

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: CJ Moyna & Sons, Inc.

By:  Date: 08/22/26

State of: Iowa County of: Johnson
Subscribed and sworn to before me this 22nd day of August, 2026
Notary Public:
My Commission expires:

ARCHITECT'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 \$ 731,308.84

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

By: _____ Date: 9/2/2026

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.

Master Pay Application
Forevergreen & Jasper Improvements (Bid Plans 12/16/25)
Johnson County
Project #: 2240019540

Updated: 8/22/2026

Contract Number	Description	Original Contract Quantity	Authorized Contract Quantity	Unit	Unit Price	Authorized Contract Total	Contractor	Pay App 07/11/26 Qty	Pay App 07/11/26 Total	Pay App 08/22/26 Qty	Pay App 08/22/26 Total	Total Billed Quantity	Total Paid Quantity	\$ Billed To-Date	\$ Paid To-Date	\$ Billed minus \$ Paid	\$ Remaining	Change Order	% Complete
1	REMOVALS, AS PER PLAN	1.00	1.00	LS	\$ 4,500.00	\$ 4,500.00	CJM		\$ -		\$ -	0.500	0.500	\$ 2,250.00	\$ 2,250.00	0	\$ 2,250.00		50.00%
2	TOPSOIL, ON-SITE, STRIP, STOCKPILE AND RESPREAD	6,019.00	6,019.00	CY	\$ 8.05	\$ 48,452.95	CJM		\$ -		\$ -	2,548.000	2,548.000	\$ 20,511.40	\$ 20,511.40	0	\$ 27,941.55		42.33%
3	EXCAVATION, CLASS 10	35,343.00	35,353.00	CY	\$ 5.65	\$ 199,744.45	CJM	3,261.000	\$ 18,424.65	1,000.000	\$ 5,650.00	25,713.000	21,452.000	\$ 145,278.45	\$ 121,203.80	\$ 24,074.65	\$ 78,540.65		72.73%
4	SUBGRADE PREPARATION	22,083.00	22,083.00	SY	\$ 1.05	\$ 23,187.15	CJM		\$ -	17,547.286	\$ 18,424.65	17,547.286	17,547.286	\$ 18,424.65	\$ 18,424.65	0	\$ 4,762.50		79.46%
5	SUBGRADE TREATMENT, CEMENT STABILIZATION	9,336.00	9,336.00	SY	\$ 6.50	\$ 60,684.00	GEO-MAX		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 60,684.00		0.00%
6	SUBGRADE TREATMENT, GEOGRID	12,747.00	12,747.00	SY	\$ 1.50	\$ 19,120.50	CJM		\$ -	6,286.000	\$ 9,429.00	6,286.000	0.000	\$ 9,429.00	\$ -	\$ 9,429.00	\$ 19,120.50		49.31%
7	SUBBASE, MODIFIED, 6-IN	4,245.00	4,245.00	CY	\$ 34.20	\$ 145,179.00	CJM		\$ -	1,314.154	\$ 44,944.07	1,668.720	709.132	\$ 57,070.22	\$ 24,252.31	\$ 32,817.91	\$ 120,926.69		39.31%
8	GRANULAR SURFACING, CLASS A CRUSHED STONE	297.50	297.50	TON	\$ 25.00	\$ 7,437.50	CJM		\$ -		\$ -	214.590	214.590	\$ 5,364.75	\$ 5,364.75	0	\$ 2,072.75		72.13%
9	STORM SEWER, TRENCHED, CMP, 15-IN	165.00	165.00	LF	\$ 45.00	\$ 7,425.00	PROGRESSIVE		\$ -	165.000	\$ 7,425.00	165.000	0.000	\$ 7,425.00	\$ -	\$ 7,425.00	\$ 7,425.00		100.00%
10	STORM SEWER, TRENCHED, RCP, CLASS III, 15-IN	2,694.00	2,694.00	LF	\$ 78.00	\$ 210,132.00	PROGRESSIVE	260.000	\$ 20,280.00	1,883.000	\$ 146,874.00	2,143.000	260.000	\$ 167,154.00	\$ 20,280.00	\$ 146,874.00	\$ 189,852.00		79.55%
11	STORM SEWER, TRENCHED, RCP, CLASS III, 18-IN	953.00	965.00	LF	\$ 86.00	\$ 82,990.00	PROGRESSIVE	185.000	\$ 15,910.00	597.000	\$ 51,342.00	782.000	185.000	\$ 67,252.00	\$ 15,910.00	\$ 51,342.00	\$ 67,080.00		81.04%
12	STORM SEWER, TRENCHED, RCP, CLASS III, 24-IN	699.00	699.00	LF	\$ 108.00	\$ 75,492.00	PROGRESSIVE	425.000	\$ 45,900.00	82.000	\$ 8,856.00	623.000	541.000	\$ 67,284.00	\$ 58,428.00	\$ 8,856.00	\$ 17,064.00		89.13%
13	STORM SEWER, TRENCHED, RCP, CLASS III, 30-IN	296.00	296.00	LF	\$ 128.00	\$ 37,888.00	PROGRESSIVE	282.000	\$ 36,096.00		\$ -	282.000	282.000	\$ 36,096.00	\$ 36,096.00	0	\$ 1,792.00		95.27%
14	STORM SEWER, TRENCHED, RCP, CLASS III, 36-IN	117.00	117.00	LF	\$ 148.00	\$ 17,316.00	PROGRESSIVE	113.000	\$ 16,724.00		\$ -	113.000	113.000	\$ 16,724.00	\$ 16,724.00	0	\$ 592.00		96.58%
15	STORM SEWER, TRENCHED, RCP, CLASS III, 48-IN	260.00	-	LF	\$ 246.00	\$ -	PROGRESSIVE		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0		1	0.00%
16	REMOVAL OF STORM SEWER, 36-IN OR LESS	708.00	708.00	LF	\$ 27.00	\$ 19,116.00	PROGRESSIVE		\$ -	315.000	\$ 8,505.00	391.000	76.000	\$ 10,557.00	\$ 2,052.00	\$ 8,505.00	\$ 17,064.00		55.23% *Note 6
17	REMOVAL OF STORM SEWER, GREATER THAN 36-IN	35.00	35.00	LF	\$ 28.00	\$ 980.00	PROGRESSIVE		\$ -	35.000	\$ 980.00	35.000	0.000	\$ 980.00	\$ -	\$ 980.00	\$ 980.00		100.00%
18	PIPE APRON, RCP, 15-IN	4.00	4.00	EA	\$ 620.00	\$ 2,480.00	PROGRESSIVE		\$ -	4.000	\$ 2,480.00	4.000	0.000	\$ 2,480.00	\$ -	\$ 2,480.00	\$ 2,480.00		100.00%
19	PIPE APRON, RCP, 18-IN	1.00	1.00	EA	\$ 680.00	\$ 680.00	PROGRESSIVE		\$ -	1.000	\$ 680.00	1.000	0.000	\$ 680.00	\$ -	\$ 680.00	\$ 680.00		100.00%
20	PIPE APRON, RCP, 24-IN	2.00	2.00	EA	\$ 850.00	\$ 1,700.00	PROGRESSIVE	1.000	\$ 850.00		\$ -	1.000	1.000	\$ 850.00	\$ 850.00	0	\$ 850.00		50.00%
21	PIPE APRON, RCP, 36-IN	1.00	1.00	EA	\$ 1,360.00	\$ 1,360.00	PROGRESSIVE	1.000	\$ 1,360.00		\$ -	1.000	1.000	\$ 1,360.00	\$ 1,360.00	0			100.00%
22	PIPE APRON, RCP, 48-IN	4.00	-	EA	\$ 2,050.00	\$ -	PROGRESSIVE		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0		1	0.00%
23	FOOTING FOR CONCRETE APRON, RCP, 15-IN	4.00	4.00	EA	\$ 940.00	\$ 3,760.00	PROGRESSIVE		\$ -	4.000	\$ 3,760.00	4.000	0.000	\$ 3,760.00	\$ -	\$ 3,760.00	\$ 3,760.00		100.00%
24	FOOTING FOR CONCRETE APRON, RCP, 18-IN	1.00	1.00	EA	\$ 1,050.00	\$ 1,050.00	PROGRESSIVE		\$ -	1.000	\$ 1,050.00	1.000	0.000	\$ 1,050.00	\$ -	\$ 1,050.00	\$ 1,050.00		100.00%
25	FOOTING FOR CONCRETE APRON, RCP, 24-IN	2.00	2.00	EA	\$ 1,260.00	\$ 2,520.00	PROGRESSIVE	1.000	\$ 1,260.00		\$ -	1.000	1.000	\$ 1,260.00	\$ 1,260.00	0	\$ 1,260.00		50.00%
26	FOOTING FOR CONCRETE APRON, RCP, 36-IN	1.00	1.00	EA	\$ 1,700.00	\$ 1,700.00	PROGRESSIVE	1.000	\$ 1,700.00		\$ -	1.000	1.000	\$ 1,700.00	\$ 1,700.00	0			100.00%
27	FOOTING FOR CONCRETE APRON, RCP, 48-IN	4.00	-	EA	\$ 1,950.00	\$ -	PROGRESSIVE		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0		1	0.00%
28	SUBDRAIN, PERFORATED, 6-IN	3,381.00	3,381.00	LF	\$ 16.00	\$ 54,096.00	MAXWELL		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 54,096.00		0.00%
29	SUBDRAIN OUTLETS AND CONNECTIONS, 6-IN	46.00	46.00	EA	\$ 265.00	\$ 12,190.00	MAXWELL		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 12,190.00		0.00%
30	WATER MAIN, TRENCHED, C900 PVC, 12-IN	3,230.00	3,230.00	LF	\$ 64.00	\$ 206,720.00	MAXWELL		\$ -		\$ -	2,665.000	2,665.000	\$ 170,560.00	\$ 170,560.00	0	\$ 36,160.00		82.51%
31	FITTING, DUCTILE IRON, 12-IN	29.00	29.00	EA	\$ 1,430.00	\$ 41,470.00	MAXWELL		\$ -		\$ -	26.000	26.000	\$ 37,180.00	\$ 37,180.00	0	\$ 4,290.00		89.66%
32	VALVE, GATE, DIP, 12-IN	16.00	16.00	EA	\$ 4,800.00	\$ 76,800.00	MAXWELL		\$ -		\$ -	15.000	15.000	\$ 72,000.00	\$ 72,000.00	0	\$ 4,800.00		93.75%
33	FIRE HYDRANT ASSEMBLY, WM-201	11.00	11.00	EA	\$ 9,700.00	\$ 106,700.00	MAXWELL		\$ -		\$ -	9.000	9.000	\$ 87,300.00	\$ 87,300.00	0	\$ 19,400.00		81.82%
34	INTAKE, SW-501	2.00	2.00	EA	\$ 5,000.00	\$ 10,000.00	PROGRESSIVE		\$ -	1.500	\$ 7,500.00	1.500	0.000	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 10,000.00		75.00%
35	INTAKE, SW-505	1.00	1.00	EA	\$ 7,200.00	\$ 7,200.00	PROGRESSIVE		\$ -	0.750	\$ 5,400.00	0.750	0.000	\$ 5,400.00	\$ -	\$ 5,400.00	\$ 7,200.00		75.00%
36	INTAKE, SW-509	52.00	52.00	EA	\$ 6,600.00	\$ 343,200.00	PROGRESSIVE	8.250	\$ 54,450.00	20.250	\$ 133,650.00	30.000	9.750	\$ 198,000.00	\$ 64,350.00	\$ 133,650.00	\$ 278,850.00		57.69%
37	INTAKE, SW-510	3.00	3.00	EA	\$ 7,200.00	\$ 21,600.00	PROGRESSIVE	2.250	\$ 16,200.00		\$ -	2.250	2.250	\$ 16,200.00	\$ 16,200.00	0	\$ 5,400.00		75.00%
38	INTAKE, SW-512, 36-IN	1.00	1.00	EA	\$ 2,800.00	\$ 2,800.00	PROGRESSIVE		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 2,800.00		0.00%
39	CONNECTION TO EXISTING INTAKE	1.00	1.00	EA	\$ 2,400.00	\$ 2,400.00	PROGRESSIVE		\$ -	1.000	\$ 2,400.00	1.000	0.000	\$ 2,400.00	\$ -	\$ 2,400.00	\$ 2,400.00		100.00%
40	REMOVE INTAKE	5.00	5.00	EA	\$ 650.00	\$ 3,250.00	PROGRESSIVE		\$ -	2.000	\$ 1,300.00	4.000	2.000	\$ 2,600.00	\$ 1,300.00	\$ 1,300.00	\$ 1,950.00		80.00% *Note 5
41	PAVEMENT, PCC, 10-IN, CLASS C, CLASS 3 DURABILITY	18,300.00	18,300.00	SY	\$ 72.25	\$ 1,322,175.00	MW CONCRETE		\$ -	3,341.000	\$ 241,387.25	3,341.000	0.000	\$ 241,387.25	\$ -	\$ 241,387.25	\$ 1,322,175.00		18.26%
42	TEMPORARY PAVEMENT	3,605.00	3,605.00	SY	\$ 65.00	\$ 234,325.00	MW CONCRETE		\$ -	4.000	\$ 260.00	2,972.000	2,968.000	\$ 193,180.00	\$ 192,920.00	\$ 260.00	\$ 41,405.00		82.44%
43	PAVEMENT, HMA, 8 IN.	483.00	483.00	SY	\$ 80.00	\$ 38,640.00	PATE		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 38,640.00		0.00%
44	REMOVAL OF SIDEWALK	30.00	30.00	SY	\$ 12.00	\$ 360.00	CJM		\$ -		\$ -	30.000	30.000	\$ 360.00	\$ 360.00	0			100.00%
45	REMOVAL OF PAVED DRIVEWAY	122.00	122.00	SY	\$ 9.00	\$ 1,098.00	CJM		\$ -		\$ -	122.000	122.000	\$ 1,098.00	\$ 1,098.00	0			100.00%
46	SIDEWALK, PCC, 6-IN	3,244.00	3,244.00	SY	\$ 39.65	\$ 128,624.60	MW CONCRETE		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 128,624.60		0.00%
47	PCC SUBSLAB FOR UNIT PAVERS	1,278.00	1,278.00	SY	\$ 39.71	\$ 50,749.38	MW CONCRETE		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 50,749.38		0.00%
48	DETECTABLE WARNING	276.00	276.00	SF	\$ 48.00	\$ 13,248.00	MW CONCRETE		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 13,248.00		0.00%
49	DRIVEWAY, PAVED, 7-IN	223.00	223.00	SY	\$ 68.60	\$ 15,297.80	MW CONCRETE		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 15,297.80		0.00%
50	DRIVEWAY GRANULAR, 8-IN	132.00	132.00	TON	\$ 21.50	\$ 2,838.00	CJM		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 2,838.00		0.00%
51	PAVEMENT REMOVAL	11,081.00	11,081.00	SY	\$ 4.95	\$ 54,850.95	CJM	111.000	\$ 549.45		\$ -	2,977.000	2,977.000	\$ 14,736.15	\$ 14,736.15	0	\$ 40,114.80		26.87%
52	CURB AND GUTTER REMOVAL	28.00	28.00	LF	\$ 50.00	\$ 1,400.00	MW CONCRETE		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 1,400.00		0.00%
53	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	41.80	41.80	STA	\$ 85.00	\$ 3,553.00	ADV. TC		\$ -	48.800	\$ 4,148.00	97.600	97.600	\$ 8,296.00	\$ 8,296.00	0			233.49%
54	PAINTED PAVEMENT MARKINGS, DURABLE	449.49	449.49	STA	\$ 70.00	\$ 31,464.30	ADV. TC		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 31,464.30		0.00%
55	WET, RETROREFLECTIVE REMOVALBE TAPE MARKINGS	43.90	43.90	STA	\$ 145.00	\$ 6,365.50	ADV. TC		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 6,365.50		0.00%
56	PAINTED SYMBOLS AND LEGENDS, DURABLE	28.00	28.00	EA	\$ 275.00	\$ 7,700.00	ADV. TC		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 7,700.00		0.00%
57	PAVEMENT MARKINGS REMOVED	32.35	32.35	STA	\$ 85.00	\$ 2,749.75	ADV. TC		\$ -	29.190	\$ 2,481.15	58.380	58.380	\$ 4,962.30	\$ 4,962.30	0			180.46%
58	GROOVES CUT FOR PAVEMENT MARKINGS	247.71	247.71	STA	\$ 40.00	\$ 9,908.40	ADV. TC		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 9,908.40		0.00%
59	GROOVES CUT FOR SYBOLS AND LEGENDS	28.00	28.00	EA	\$ 175.00	\$ 4,900.00	ADV. TC		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 4,900.00		0.00%
60	TEMORARY TRAFFIC CONTROL	1.00	1.00	LS	\$ 7,500.00	\$ 7,500.00	ADV. TC		\$ -	0.330	\$ 2,475.00	0.660	0.660	\$ 4,950.00	\$ 4,950.00	0	\$ 2,550.00		66.00%
61	REINSTALL SIGN ASSEMBLY	1.00	1.00	EA	\$ 275.00	\$ 275.00	ADV. TC		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 275.00		

88	LIGHT ASSEMBLY - L1, L1A, L2 - ROADWAY LIGHT WITH RECEPTACLE	19.00	19.00	EA	\$ 10,750.00	\$ 204,250.00	K&W		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 204,250.00		0.00%
89	LIGHT ASSEMBLY - L3 - PEDESTRIAN LIGHT	8.00	8.00	EA	\$ 5,500.00	\$ 44,000.00	K&W		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 44,000.00		0.00%
90	LIGHT ASSEMBLY - L4 - CENTER ISLAND UPLIGHT	12.00	12.00	EA	\$ 1,050.00	\$ 12,600.00	K&W		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 12,600.00		0.00%
91	CONTROL CABINET	1.00	1.00	EA	\$ 15,000.00	\$ 15,000.00	K&W		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 15,000.00		0.00%
92	ELECTRICAL CIRCUITS	4,100.00	4,100.00	LF	\$ 18.00	\$ 73,800.00	K&W		\$ -	1,000.000	\$ 18,000.00	1,000.000	0.000	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 73,800.00		24.39%
93	HANDHOLES AND JUNCTION BOXES	24.00	24.00	EA	\$ 900.00	\$ 21,600.00	K&W		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 21,600.00		0.00%
94	ISLAND RECEPTACLES	4.00	4.00	EA	\$ 800.00	\$ 3,200.00	K&W		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 3,200.00		0.00%
95	CONDUIT, 2 IN. HDPE FURNISH AND INSTALL	730.00	730.00	LF	\$ 7.00	\$ 5,110.00	K&W		\$ -	730.000	\$ 5,110.00	730.000	0.000	\$ 5,110.00	\$ -	\$ 5,110.00	\$ 5,110.00		100.00%
96	FIBER CABLE, FURNISH AND INSTALL, 12 SM	825.00	825.00	LF	\$ 1.40	\$ 1,155.00	K&W		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 1,155.00		0.00%
97	MOBILIZATION	1.00	1.00	LS	\$ 130,000.01	\$ 130,000.01			\$ -	0.200	\$ 26,000.00	0.700	0.520	\$ 91,000.01	\$ 67,614.44	\$ 23,385.57	\$ 62,385.57		70.00%
98	MOBILIZATION, EROSION CONTROL	5.00	5.00	LS	\$ 600.00	\$ 3,000.00	STEVENS EC	3.000	\$ 1,800.00	3.000	\$ 1,800.00	9.000	9.000	\$ 5,400.00	\$ 5,400.00	0			180.00%
99	MOBILIZATION, EMERGENCY EROSION CONTROL	1.00	1.00	LS	\$ 1,000.00	\$ 1,000.00	STEVENS EC		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 1,000.00		0.00%
100	MAINTENANCE OF POSTAL SERVICE	1.00	1.00	LS	\$ 2,500.00	\$ 2,500.00	ADV. TC		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 2,500.00		0.00%
101	CONCRETE WASHOUT	1.00	1.00	LS	\$ 1,000.00	\$ 1,000.00	MW CONCRETE		\$ -	1.000	\$ 1,000.00	1.000	0.000	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00		100.00%
102	5x6' PRECAST RCB CULVERT WITH APRONS & FOOTINGS	1.00	1.00	LS	\$ 77,250.00	\$ 77,250.00	PROGRESSIVE		\$ -		\$ -	1.000	1.000	\$ 77,250.00	\$ 77,250.00	0	\$ -	1	100.00%
103	TRANSFORMER LIGHT POLE BASES	1.00	1.00	LS	\$ 39,710.00	\$ 39,710.00	K&W		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 39,710.00	1	0.00%
104	FIELD TILE REMOVAL	200.00	200.00	LF	\$ 5.00	\$ 1,000.00	CJM		\$ -		\$ -	285.511	285.511	\$ 1,427.56	\$ 1,427.56	0		1	142.76% *Note 1
105	HICKENBOTTOM DRAIN	3.00	3.00	EA	\$ 500.00	\$ 1,500.00	CM		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 1,500.00	1	0.00%
106	WATER MAIN CASING PIPE & FOAMBOARD INSULATION	1.00	1.00	LS	\$ 6,226.00	\$ 6,226.00	MAXWELL		\$ -		\$ -	1.000	1.000	\$ 6,226.00	\$ 6,226.00	0		1	100.00%
107	FOAMBOARD INSULATION	150.00	150.00	SF	\$ 12.10	\$ 1,815.00	MAXWELL		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 1,815.00	2	0.00%
108	TEMPORARY SEDIMENT CONTROL BASIN	1.00	1.00	EA	\$ 1,250.00	\$ 1,250.00	CJM		\$ -	1.000	\$ 1,250.00	2.000	2.000	\$ 2,500.00	\$ 2,500.00	0		1	200.00% *Note 4
109	EROSION STONE (DELIVERED & PLACED)	1.00	1.00	TN	\$ 30.00	\$ 30.00	CJM		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 30.00	1	0.00%
110	SILT BASIN	1.00	1.00	EA	\$ 300.00	\$ 300.00	CJM		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 300.00	1	0.00%
111	ROCK CHECK DAM	1.00	1.00	LF	\$ 28.00	\$ 28.00	CJM		\$ -		\$ -	267.000	267.000	\$ 7,476.00	\$ 7,476.00	0		1	26700.00% *Note 2
112	MACADAM STONE (STOCKPILED)	1.00	1.00	CY	\$ 40.80	\$ 40.80	CJM	38.561	\$ 1,573.29		\$ -	38.561	0.000	\$ 1,573.29	\$ -	\$ 1,573.29	\$ 40.80	2	3856.10% *Note 7
113	SPECIAL BACKFILL (STOCKPILED)	1.00	1.00	CY	\$ 27.00	\$ 27.00	CJM	38.561	\$ 1,041.15		\$ -	38.561	0.000	\$ 1,041.15	\$ -	\$ 1,041.15	\$ 27.00	2	3856.10% *Note 8
114	MODIFIED SUBBASE (STOCKPILED)	1.00	1.00	CY	\$ 27.00	\$ 27.00	CJM		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 27.00	2	0.00%
115	EROSION STONE (STOCKPILED)	1.00	1.00	CY	\$ 39.00	\$ 39.00	CJM		\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ 39.00	2	0.00%
116	MOBILIZATION (TRAFFIC CONTROL)	1.00	1.00	LS	\$ 1,925.00	\$ 1,925.00	ADV. TC		\$ -	1.000	\$ 1,925.00	1.000	0.000	\$ 1,925.00	\$ -	\$ 1,925.00	\$ 1,925.00	3	100.00%
117	TBR+TRAFFIC CONTROL	1.00	1.00	LS	\$ 2,750.00	\$ 2,750.00	ADV. TC		\$ -	1.000	\$ 2,750.00	1.000	0.000	\$ 2,750.00	\$ -	\$ 2,750.00	\$ 2,750.00	3	100.00%
			-		\$ -			\$ -		\$ -	0.000	0.000	\$ -	\$ -	0				#DIV/0!
			-		\$ -			\$ -		\$ -	0.000	0.000	\$ -	\$ -	0				#DIV/0!
			-		\$ -			\$ -		\$ -	0.000	0.000	\$ -	\$ -	0				#DIV/0!
					\$ -			\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ -			#DIV/0!
					\$ -			\$ -		\$ -	0.000	0.000	\$ -	\$ -	0	\$ -			#DIV/0!
					Total:	\$ 5,099,625.30			\$234,735.89		\$769,798.77			\$ 1,941,786.07	\$ 1,196,830.26	\$ 744,955.81	\$ 3,921,276.15		38.08%

NOTE 1:
NOTE 2:
NOTE 3:
NOTE 4:
NOTE 5:
NOTE 6:
NOTE 7:
NOTE 8:

Field Tile Removal: STA 217+76 to 218+16 (67.702 LF), STA 220+00 (58.791 LF), STA 223+21 to 223+44 (50.518 LF), STA 224+65 to 224+87 (58.500 LF) STA 221+60 (50LF)
Rock Check Dam: STA 221+65 (Lt) 179 LF, STA 110+35 (Rt) 18 LF, STA 16+50 (Lt) 15 LF, STA 16+14 (Rt) 10 LF, 15+34 (Rt) 10 LF, STA 209+74 (Rt) 15 LF, STA 210+42 (Rt) 15 LF, STA 231+67 (Rt) 5 LF
Compost Filter Tube(Moyna): STA 209+15 (Lt) 12 LF, STA 208+15 (Lt) 12 LF, STA 207+60 (Lt) 12 LF
Temporary Sediment Control Basin: STA 110+35 (Rt)
Moyna Removed 2 intakes at Kwik Star (STA 209+00)
Moyna Removed 76LF of 18" RCP at Kwik Star Driveway (STA 209+00)
Macadam Stone: (3,154.982 SF x 0.33)/27= 38.561 CY
Special Backfill: (3,154.982 SF x 0.33)/27= 38.561 CY



City Administrator Report



A To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **September 4, 2026**
Re **City Council Agenda September 8, 2026**

Consent Agenda

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

- City Council Minutes (08/25/26)
- Claims
- Liquor License Applications:
 - Hy-Vee Center Event, September 13, 2026
 - Hy-Vee Center Event, October 28, 2026
 - Winestyles
- Change Order #3, Forevergreen Road & Jasper Avenue Roundabout Project, CJ Moyna & Sons and Progressive Structures LLC, \$4,675.00
- Pay Application #5, Forevergreen Road & Jasper Avenue Roundabout Project, CJ Moyna & Sons and Progressive Structures LLC, \$731,308.84

Meetings & Events

Monday, Sep 7
Labor Day – City Offices Closed

Tuesday, Sep 8 at 6:00p.m.
City Council

Monday, Sep 21 at 7:00p.m.
Library Board

Tuesday, Sep 22 at 6:00p.m.
City Council

Cherry Street Firehouse Loan Agreement

The City Council recently approved an amendment to the Urban Renewal Plan that incorporates the Cherry Street Firehouse and the planned expansion projects at the parks and water maintenance shops. With that amendment in place, staff recommends moving forward with authorization to borrow funds for the project. Although the borrowing itself will not occur until 2027, initiating the reverse-referendum process now ensures the Council will have the authority to issue the debt when needed. After the public hearing, staff recommends approval of the resolution taking additional action on a proposal to enter into a General Obligation Urban Renewal Loan Agreement

West Forevergreen Road Trail Project

The West Forevergreen Trail project is included in the FY27 budget and proposes extending the trail along the south side of West Forevergreen Road, from Covered Bridge Road to the new roundabout at South Jasper Avenue. The project, with an estimated total cost just under \$1 million, also includes construction of a 200-foot median on Forevergreen Road and removal of the landscape island in the Covered Bridge Road intersection to add a left turn lane for westbound traffic. If approved, design work would begin in October, with construction anticipated to start in fall 2027. The project is partially

funded with \$465,000 in federal trail dollars. Staff recommends approval of the design proposal with Shive Hattery.

Aquatic Center Renovations Project

The renovation of the aquatic center locker rooms is also included in the FY27 budget. These locker rooms are among the most heavily used spaces in the facility and consistently generate the most patron feedback regarding the need for rehabilitation. The project includes replacing interior sound baffles in the indoor pool area, many of which have deteriorated or fallen. The total estimated project cost is \$1.215 million, with design work beginning this month and construction scheduled to start one year from now. Staff recommends approval of the design proposal with Shive Hattery.

Cemetery Board Ordinance Repeal

The City has entered into a new agreement for the maintenance of the Alt and Ridgewood Cemeteries in Penn Township. That agreement contemplates the repeal of Chapter 26 of the City Code establishing the Cemetery Board. The proposed ordinance amendment also modifies other portions of the Code to conform to the new agreement. Staff recommends approval.

Micromobility Devices (e-scooters) Ordinance

The City enacted an ordinance governing devices like Segways and E-scooters in 2024. Since then, devices have become equipped with even more powerful motors than were contemplated at the time, which has caused the current definition of “micromobility device” to become inaccurate and incomplete. The ordinance amends the definition to ensure that all of the devices in question are properly regulated and breaks down the penalties for first and second offenses into separate subparagraphs so that they are easier to categorize by courthouse personnel. Staff recommends approval.

On a related note, MPOJC is collaborating with experts across the state to develop model language for regulating e-devices. The goal is to encourage local municipalities to adopt consistent language so riders can more easily understand and follow similar rules across jurisdictions. This model language is expected to be ready for discussion later this year or early next.

Zoning Ordinance

This staff-initiated ordinance amendment corrects scrivener’s errors and is a continued effort to modernize zoning regulations by adapting to land use trends and best planning practices. Giving citizens and developers flexibility while maintaining North Liberty’s

community standards is a primary consideration and the proposed amendments are the result of direct feedback from citizens and developers. Additionally, the amendment would achieve consistency with recent changes to the Iowa State Code pertaining to Accessory Dwelling Units. The Planning Commission unanimously recommended approval of the Ordinance at its August 4 meeting. Staff also recommends approval.



Mayor Report



PROCLAMATION

Welcoming Week

WHEREAS, North Liberty's success depends on making sure that all community members feel welcome and invited here. Today, new residents are a crucial element of our community – bringing fresh perspectives and ideas, starting businesses, and contributing to the vibrant diversity that we all value; and

WHEREAS, by collaborating, coworking, and living in unity, we can achieve greater prosperity and make North Liberty the kind of place where people from around the world feel valued and want to put down their roots; and

WHEREAS, regardless of where we are born or what we look like, we are North Liberty residents, united in our efforts to build a stronger community and recognizing the contributions that make our city more inclusive to all who call it home; and

WHEREAS, we seek to come together to build communities where every resident can contribute at their best and highest abilities; and

WHEREAS, we encourage our residents to join this movement of communities nationwide by participating in local Welcoming Week events and by demonstrating commitment to our core American values by acting in the spirit of welcoming.

NOW, THEREFORE, BE IT PROCLAIMED that I, Chris Hoffman, Mayor of North Liberty, proclaim the week of September 10 – 19, 2026 to be:

Welcoming Week

in North Liberty.

Mayor Chris Hoffman
Signed in North Liberty, Iowa
this 8th day of September, 2026



Urban Renewal Loan Agreement



Invoice No.	I2026.00007969
Campaign No.	1030697
Description	Legals - Loan agreement <\$25
Invoice Date	08/27/2026
P.O. Number	
Sales Rep(s)	Joann Dodson

bill-to

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Account No. GZ102770

advertiser

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Net Amount	49.22
Pre-Paid Amount	\$0.00
Payment Amount Due	\$49.22

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Product	Start	End	Description	Ad Size	P.O. Number	Qty	Rate	Amount
The Gazette	08/26/2026	08/26/2026	Legals - Loan agreement <\$25,000,000	1.00x6.292		1	0.66	49.22



Invoice NO.	Invoice Date	Sales Rep(s)
I2026.00007969	08/27/2026	Joann Dodson

Bill To	Advertiser
CITY OF NORTH LIBERTY 360 N Main St NORTH LIBERTY, IA 52317 Account No. GZ102770	CITY OF NORTH LIBERTY 360 N Main St NORTH LIBERTY, IA 52317 Account No. GZ102770

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MAGI HELENA Your Daily Astrology

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THE ACES ON BRIDGE®

Barry Ribal

“What immortal hand or eye
Could frame thy fearful
symmetry?”
— William Blake

I took a stab at the club slam here, aware of short hearts opposite. Little did I know, my partner was also short in clubs! I ruffed the heart lead in dummy, keeping the ace to control the suit, and then led the diamond king. East dashed in with the diamond ace and returned a heart. Now, thanks to the 3-2 trump split, I could win with the heart ace, draw trumps and cross to the spade ace to throw my two heart losers on the diamonds.

East missed a trick there. He could be absolutely sure that I had the heart ace — West would not have underled it — and my trumps were surely solid, or else the slam was going down no matter what he did next. He ought to have been able to detect the threat posed by dummy's diamonds, and the way the play and auction had gone suggested that West was unlikely to hold a singleton diamond, having not led it. In that case, my only link to the diamond suit was the spade ace, and a spade shift at trick three would cut me off from the dummy. Since trumps had not been drawn, I could discard only one heart on the diamonds without conceding a ruff and would have to go down.

When I revisited the deal, I discovered that it held a certain eerie symmetry. Had we reached six diamonds instead of six clubs, a similar entry-cutting maneuver would have been required to defeat that slam. The defenders could lead hearts, but after taking the diamond ace, East would have had to shift to a club to kill the South hand.

NORTH

♠ A 10 8 7 3

♥ ---

♦ K Q J 9 7 5 3

♣ 8

08-26-24

WEST

♠ K Q 9 5

♥ Q 9 8 5

♦ 10 2

♣ J 10 5

EAST

♠ J 4 2

♥ K J 4 3 2

♦ A 8 6

♣ 9 3

SOUTH

♠ 6

♥ A 10 7 6

♦ 4

♣ A K Q 7 6 4 2

Vulnerable: North-South

Dealer: North

The bidding:

South	West	North	East
2 ♣	2 ♥	1 ♦	1 ♥
6 ♣	All pass	2 ♣	Pass

Opening Lead: Heart five

BID WITH THE ACES

08-26-24

South holds:

♠ 6

♥ A 10 7 6

♦ 4

♣ A K Q 7 6 4 2

South

1 ♠

West

Pass

North

1 ♥

East

Pass

ANSWER: You have too much playing strength for two clubs, and three clubs should deny four hearts in theory. It is best, therefore, to reverse into two hearts. You plan to repeat clubs over a minimum action from partner — including a two-no-trump call. After a reverse, it is common practice to use this call as a negative. See kwbridge.com/revlewb.htm.

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SALES

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Sat, Aug. 30th 9pm-2pm

Sun, Aug. 31st 9am-2pm

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Bob Jacoby

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City Council Meeting Minutes Date: August 17, 2026 Time: 6:30 p.m. Location: City Council Chambers Meeting: Palo City Council Meeting Council Present: Jen Welton, Eric Van Kerckhove, Taylor Burgin, Darren Stoltenberg, Doug Hanover Council Absent: Mayor Brian Bush City Staff Present: Jennifer Fencel, City Clerk; Clark Robertson, Public Works Superintendent; Michelle Cheever, City Engineer; and Dan Morgan, City Attorney Call to Order and Pledge of Allegiance The meeting was called to order at 6:30 p.m. The Pledge of Allegiance was recited. Approval of Agenda Motion by Burgin to approve the agenda; second by Stoltenberg. Motion carried 5-0. Consent Agenda Motion by Hanover to approve the consent agenda; second by Welton. Motion carried 5-0. August Claims Report VENDOR REFERENCE AMOUNT ABC DISPOSAL SYSTEMS, INC SOLID WASTE \$15,008.24 ALLIANT ENERGY GAS & ELECTRIC \$8,053.37 ALLISON GROFF MILEAGE \$13.68 ALTORFER INC. GENERATOR REPAIR \$387.50 BOLTON & MENK INC ENGINEERING \$127,727.50 BRECKE INC. WATER PLANT REPAIR \$4,213.42 CEDAR RIVER GARDEN CENTER INC. BEAUTIFICATION \$155.89 CINTAS CORPORATION \$774.81 CORE & MAIN LP METERS \$50.44 LINN COUNTY RURAL ELECTRIC COO UTILITIES \$288.32 CYNTHIA STIMSON MENTOR \$166.95 DELTA DENTAL OF IOWA DENTAL INSURANCE \$181.76 DOORS INC KEYS \$86.00 DORSEY & WHITNEY LLP TIF AGREE, ENT-PHASE 3 \$10,000.00 EFTPS FED/FICA TAX \$15,281.36 EO JOHNSON TECHNOLOGIES COPY MACHINE \$8,398.80 EVERGREEN LANDSCAPE NURSERY MULCH

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SUPPLIES \$158.52 MENARDS-MARION SUPPLIES \$219.27 MERCY PHYSICIAN ASSOCIATES FIRE PHYSICALS \$638.00 MID AMERICA METER LLC METER TEST \$129.69 THE WALDINGER CORP/MUNSON ELEC SOUND SYSTEM \$3,101.21 NOVA SEEMAN CLEANING \$1,200.00 P & K MIDWEST PARKS \$174.66 PALO COOPERATIVE TELEPHONE PHONES \$25.04 PALO SAVINGS BANK IRA DEDUCTION \$4,000.00 PLYGROUND OUTFITTERS LLC MULCH \$3,471.14 PLUNKETT'S PEST CONTROL INC. PEST \$83.46 THE PRULL GROUP INC. HVAC REPAIR \$17,690.00 RACOM CORPORATION SUPPLIES \$1,191.10 RED LION RENOVABLES LLC SOLAR PANELS \$3,168.55 RELIANCE STANDARD LIFE INSURANCE \$117.00 ROTO-ROOTER INC. LAGOONS \$1,235.00 SCHENDEL PEST CONTROL MOSQUITO SPRAY \$1,900.00 SCHIMBERG COMPANY SUPPLIES \$222.42 SHERWIN-WILLIAM COMPANY PAINT \$182.99 SIMMERING-CORY & IOWA COD ORDINANCE UPDATES \$589.00 IPROMOTEU.com, INC. T-BALL \$26.18 SPECTRUM PAINT COMPANY PAINT \$215.30 STATE CHEMICAL SOLUTIONS CHEMICALS \$1,800.79 STOREY KENWORTHY CORPORATION UTILITY BILLS \$709.11 T-MOIBLE USA INC. PHONES \$168.13 THE GAZETTE PUBLISHING \$127.32 KYLE SAGE TREE REMOVAL \$1,800.00 UHS PREMIUM BILLING DISABILITY \$45.64 US BANK SUPPLIES \$2,248.38 US POSTAL SERVICE POSTAGE \$500.00 USA BLUEBOOK TESTING \$348.08 WELLMARK BC/BS HEALTH INSURANCE \$2,280.40 WEX BANK FIRE DEPT FUEL \$337.59 Total Payroll Paid PAYROLL\$24,208.63 REPORT TOTAL \$295,366.68 Linn County Sheriff's Report No deputy was present, so the report was deferred until later in the meeting if a representative arrived. No verbal report was given but the written report was in the council packet. Department Reports Clerk: Fencel reported completion of payroll, deposits, monthly bills, bank reconciliations, website improvements, records requests, work related to audit services, and implementation of the housing rehabilitation grant program through ECICOG for income-qualified residents. Maintenance: Robertson reported mowing, water testing, road inspections, lift station checks, preparation for Palo Fun Days and Touch-a-Truck, maintenance of city equipment, GIS implementation and training, internet and communications improvements at City Hall, sprinkler and fire pump repairs, and ongoing work related to park cameras, electrical service, and building inspections. Robertson also advised council of his upcoming vacation from August 21 through August 31. Fire Department: The department responded to 22 calls since the previous meeting, including 14 medical calls, two vehicle accidents, three false alarms, and three storm-watch events. Staff reported successful community participation in Fire in the Hole and Palo Fun Days activities and noted that seven firefighters would attend the upcoming state fire convention while maintaining adequate local coverage. Engineering: Cheever reported on drainage evaluations, GIS implementation, utility modeling completion for water and sewer systems, ordinance reviews with Planning and Zoning and the Utility Board, and ongoing infrastructure planning efforts. Staff anticipate identifying recommended utility improvement projects and projected costs within the coming month. Parks and Recreation: Staff reported a successful Touch-a-Truck event and Palo Fun Days activities, including kickball and wiffle ball events, and thanked community partners for their participation. Mayor: No report due to Mayor Busch's absence. Agenda-Related Audience Comments The agenda-related audience comment period opened at 6:40 p.m. No comments were received. The comment period closed at 6:41 p.m. Ordinance No. 95-2026: Amendment to Chapter 120 "Liquor Licenses & Permits" Council reviewed a proposed ordinance establishing procedures and requirements for alcohol vendors operating during events in city parks and other city-controlled public areas. The ordinance creates a permitting process addressing controlled areas, vendor responsibilities, and public safety considerations. Motion by Stoltenberg approving the first reading of Ordinance No. 95-2026; second by Hanover. Motion carried 5-0. Motion by Stoltenberg to suspend the rules requiring separate second and third readings; second by Hanover. Motion carried 5-0. Motion by Hanover for final passage and adoption of Ordinance No. 95-2026; second by Welton. Roll call vote: Welton, yes; Van Kerckhove, yes; Burgin, yes; Stoltenberg, yes; Hanover, yes. Motion carried 5-0. Ordinance No. 96-2026: Amendment to Chapter 90 "Water Service System" Council discussed an ordinance prohibiting construction of new private wells where municipal water service is available while allowing continued maintenance of existing wells. Discussion focused on protecting the municipal water system and clarifying prior code language. Motion by Burgin to approve the first reading of Ordinance No. 96-2026; second by Welton. Motion carried 5-0. Council elected not to suspend the additional readings. Resolution 081726A: Employee Benefits Fund Transfer Fencel explained the transfer would restore adequate funding levels within the Employee Benefits Fund after the levy had not been utilized for two budget years. Motion by Welton to approve Resolution 081726A; second by Stoltenberg. Motion carried 5-0. Resolution 081726B: Memorial Park Well Agreement Robertson presented an agreement transferring ownership of the Memorial Park well from Greenwood Fire District 6 to the City. Council discussed future maintenance responsibilities, emergency water supply considerations, and potential future opportunities for a non-potable bulk water-fill station. Motion by Hanover to approve Resolution 081726B; second by Stoltenberg. Motion carried 5-0. Resolution 081726C: Catalyst Website Redesign Fencel presented a proposal to redesign the City's website to improve user accessibility and compliance with ADA requirements. The proposal restructures the existing agreement without increasing overall contract costs. Motion by Welton to approve Resolution 081726C; second by Stoltenberg. Motion carried 5-0. Resolution 081726D: Financial Audit Services Request for Proposal Fencel presented a request for proposal process for independent audit services. Council discussed recommendations from the City's financial advisor and the benefits of obtaining a more comprehensive audit than the state's standard review process. Motion by Welton to approve Resolution 081726D; second by Stoltenberg. Motion carried 5-0. Resolution 081726E: Heart Saver Grant Agreement Council reviewed a grant agreement providing funding for an Automated External Defibrillator (AED) and associated training opportunities. The AED is anticipated to be installed at the concession stand facility. Motion by Burgin to approve Resolution 081726E; second by Hanover. Motion carried 5-0. Resolution 081726F: Appointment to Board of Adjustment Council considered the appointment of James Randall to the Board of Adjustment and thanked him for his willingness to serve the community. Motion by Hanover to approve Resolution 081726F appointing James Randall to the Board of Adjustment; second by Welton. Motion carried 5-0. Palo Fun Days Additional Law Enforcement Costs Council discussed a request related to additional law enforcement costs associated with Palo Fun Days. Because final billing information was not yet available, council discussed postponing the item and reviewing it at a future meeting. Additional discussion occurred regarding potential future security staffing options and cost-saving measures. Motion by Hanover to postpone the item until a future meeting; second by Welton. Motion carried 5-0. Exterior Maintenance Contract for City Hall Council reviewed a second quote for exterior City Hall main-

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HEALTH INSURANCE 3,964.53
WELLNESS PROGRAM 3,779.34
TOTAL BUDGETARY 8,465,890.42
BEGINNING BALANCE
119,133,675.77
RECEIPTS 3,915,284.82
TRANSFER IN 56,425.12
EXPENSES 8,465,890.42
TRANSFER OUT 56,425.12
ENDING BALANCE 114,583,070.17

NOTICE OF HEARING

City of Marion, Iowa

Public Improvement Project for the Public Works Department

At 5:30 PM on the 3rd day of September 2026 at Marion City Hall, 1225 6th Avenue, Marion, IA the City Council will consider the bids for the construction of an improvement project described as the **Alburnett Road Extension Project (HDP-4775(646)-71-57)** and hold a public hearing on the plans and specifications, form of contract, and estimate of cost for the construction of the **Alburnett Road Extension Project (HDP-4775(646)-71-57)**. Any interested person may appear, and file written or oral support or objections to the aforesaid improvement or to the cost of the same.

Rachel Bolender, City Clerk

NOTICE OF HEARING

City of Marion, Iowa

Public Improvement Project for the Public Works Department

At 5:30 PM on the 17th day of September 2026 at Marion City Hall, 1225 6th Avenue, Marion, IA the City Council will consider the bids for the construction of an improvement project described as the **2026 Gill Park Playground Improvements** and hold a public hearing on the plans and specifications, form of contract, and estimate of cost for the construction of the **2026 Gill Park Playground Improvements**. Any interested person may appear, and file written or oral support or objections to the aforesaid improvement or to the cost of the same.

Rachel Bolender, City Clerk

NOTICE OF PROBATE OF WILL, OF APPOINTMENT OF EXECUTORS, AND NOTICE TO CREDITORS
CASE NO. ESPR049188
THE IOWA DISTRICT COURT FOR LINN COUNTY
IN THE MATTER OF THE ESTATE OF MATTHEW E. SPELLERBERG, Deceased.
To All Persons Interested in the Estate of **Matthew E. Spellerberg**, Deceased, who died on or about May 23, 2026: You are hereby notified that on May 29, 2026, the last will and testament of Matthew E. Spellerberg deceased, bearing date of June 21, 2022 was admitted to probate in the above-named court and that Fairfax State Savings Bank was appointed Executor of the estate. Any action to set aside the will must be brought in the district court of said county within the later to occur of four months from the date of the second publication of this notice or one month from the date of mailing of this notice to all heirs of the decedent and devisees under the will whose identities are reasonably ascertainable, or thereafter be forever barred. Notice is further given that all persons indebted to the estate are requested to make immediate payment to the undersigned, and creditors having claims against the estate shall file them with the clerk of the above named district court, as provided by law, duly authenticated, for allowance, and unless so filed by the later to occur of four months from the date of the second publication of this notice or one month from the date of mailing of this notice (unless otherwise allowed or paid) a claim is thereafter forever barred.
Dated: August 21, 2026
Fairfax State Savings Bank
409 Vandervilt St.
Fairfax, IA 52228

Daniel L. Seufferlein,
ICIS#: AT0007230
Attorney for Co-Executors
Ackley, Koepcke & Kingery, LLP
600 Boyson Rd. NE, Ste. 200
Cedar Rapids, Iowa 52402
Date of second publication the 2nd day of September, 2026.

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$25,000,000 (GENERAL OBLIGATION)
The City Council of the City of North Liberty, Iowa (the "City"), will meet on **September 8, 2026, at the Council Chambers, North Liberty, Iowa, at 6:00 p.m.**, for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$25,000,000 for the purpose of paying the costs, to that extent, of undertaking the Cherry Street Fire Station Replacement Project, an urban renewal project in the North Liberty Urban Renewal Area, which was authorized by action of the City Council on July 14, 2026.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24(3)(q) of the Code of Iowa and will constitute a general obligation of the City. It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$118.58 per year, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder. At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter. By order of the City Council of the City of North Liberty, Iowa.
Tracey Mulcahey
City Clerk

Page 48 of 202

ATTESTATION OF PUBLIC LEGAL NOTICE

On Behalf of:

Ad No 1030697

CITY OF NORTH LIBERTY

360 N Main St

NORTH LIBERTY, IA 52317

UNITED STATES

STATE OF IOWA COUNTIES OF LINN AND JOHNSON:

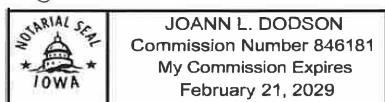
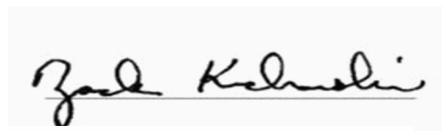
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the The Gazette, a daily newspaper published in Linn and Johnson County, Iowa that the digital copy of advertisement, being a Legal Ad in the matter of

Legals - Loan agreement <\$25,000,000

as published in The Gazette in the issue(s) of:

08/26/2026

Affiant further says that the said THE GAZETTE is a newspaper in said Linn and Johnson County, Iowa and that the said newspaper has heretofore been continuously published in said Linn and Johnson County, Iowa each day and has been entered as periodicals matter at the post office in **CEDAR RAPIDS** in said Linn County, Iowa, for a period of one year next preceding the first publication of the digital copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Sworn to and Subscribed before me by legal clerk who is personally known to me



Publication Cost: \$49.22

Customer No: GZ102770

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

421033-94

North Liberty, Iowa

September 8, 2026

The City Council of the City of North Liberty, Iowa, met on September 8, 2026, at 6:00 p.m., at the Council Chambers, North Liberty, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Urban Renewal Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$25,000,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

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

Ayes: _____

Nays: _____.

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

Resolution No. 2026-108

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

WHEREAS, the City of North Liberty (the "City"), in Johnson County, proposed 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 \$25,000,000, 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 Cherry Street Fire Station Replacement Project, an urban renewal project in the North Liberty Urban Renewal Area which was authorized by action of the City Council on July 14, 2026, 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 September 8, 2026, no petition had been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City;

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

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

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

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

APPROVED AND ADOPTED this 8th day of September, 2026.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

I, Stacey House, Deputy 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.

STACEY HOUSE, DEPUTY CITY CLERK

• • • •

On motion and vote, the meeting adjourned.

CHRIS HOFFMAN, MAYOR

Attest:

STACEY HOUSE, DEPUTY CITY CLERK

ATTESTATION CERTIFICATE

STATE OF IOWA

JOHNSON COUNTY

CITY OF NORTH LIBERTY

SS:

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

WITNESS MY HAND this _____ day of _____, 2026.

STACEY HOUSE, DEPUTY CITY CLERK



West Forevergreen Road Trail Project

PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: NL West Forevergreen Road Trail

DATE: September 1, 2026

PROJECT DESCRIPTION:

Design, bidding, and construction phase services for the West Forevergreen Road Trail project in North Liberty, Iowa from Covered Bridge Road to the Jasper Avenue roundabout. Improvements include trail, cross walks, grading, and pedestrian signal modifications at the I-380 interchange. Reconstruction of the crosswalk ramps at Covered Bridge Road and construction of a 200 foot raised curb center median on Forevergreen Road west of Covered Bridge Road is also included. Exhibits of concept phase layout and project cost opinion are included with this proposal as attachments. No reconstruction of the existing interstate off-ramps in the areas of sidewalk crossings is anticipated at this time. The concept phase cost opinion for this project is \$994,000.

The project will be prepared in accordance with Iowa DOT office of Local Systems federal aid project development guidelines and will be let through the Iowa DOT on a minor project schedule.

The undersigned Client and Shive-Hattery, Inc. (S-H) agree as follows:

SCOPE OF SERVICES:

S-H will provide the following professional services:

Land surveying, civil engineering and construction phase services, materials testing

1. Project Management

- a. The Project Manager will manage the budget and schedule for the project, serve as the point of contact for City staff, be responsible for coordinating all work done by the design team.
- b. Project Meetings
 - i. We have included a total of four (4) project meetings throughout the course of the project development.
 1. Meetings are anticipated at the project kickoff and at 30%, Preliminary Plans, and DOT Check Plan design phases to review milestone plan submittals.
 - ii. Prepare meeting minutes and documentation of items discussed at project meetings.
- c. Quality Control
 - i. The Consultant will provide on-going Quality Control throughout the design process.
 - ii. The Consultant will provide thorough QA/QC plan reviews coinciding with milestone plan submittals.

d. Permitting, Funding Compliance, and Coordination

- i. The Consultant shall coordinate with Iowa DOT, District 6 to assist the client manage and comply with the requirements for federal Transportation Alternatives Program (TAP) funding.
- ii. Consultant shall submit Concept Statement in accordance with I.M. 3.020 to the Iowa DOT for environmental clearance. It is assumed a desktop survey will provide sufficient documentation for NEPA permitting and clearance.
- iii. Consultant will complete project permitting and environmental clearance based upon the project receiving a programmatic categorical exclusion (CE). The project is not anticipated to require an environmental assessment (EA), Finding of No significant Impact (FONSI), or Environmental Impact Statement (EIS).
- iv. As part of the federal funding associated with this project, it is assumed this project will be required to meet requirements of [I.M.3.010](#) per the Iowa DOT minor project schedule.
- v. Complete a stormwater pollution prevention plan and submit a National Pollution Discharge Elimination System Permit (NPDES) application to the Iowa DNR.
- vi. Utilities:
 1. The Consultant shall conduct coordination meetings with affected utility companies and provide project information as necessary for required utility relocations. The Consultant shall provide staking of proposed features, utility crossings, right-of-way, and easements as a Construction Phase, Hourly service for use in utility coordination.
- vii. Easements and Acquisitions
 1. The Consultant shall prepare easement and acquisition legal descriptions and exhibits as necessary for the project. The Consultant shall attend and assist City staff with individual property owner meetings regarding acquiring easements and right-of-way. Seven temporary easements are anticipated.

2. Design Survey and Base Mapping

- a. The Consultant shall perform field and office tasks required to collect topographic data and right-of-way information deemed necessary to complete the project.
- b. The Consultant will conduct field surveys to obtain topographic data, ground elevations, and cross sections required for the development of the project.
- c. The Consultant shall obtain high resolution georeferenced ortho-mosaic map of the site (aerial photography utilizing a UAV or available imagery flown by the County).
- d. The Consultant will contact the various utility companies and collect available information on underground utility locations and incorporate such available utility information into the base mapping of the project. Utilities to be researched include sanitary sewer, storm sewer, electric, gas, water, telephone, cable, and fiber optic lines. It is anticipated that few existing utilities are within the project site.
- e. The Consultant will research City, County, and State Records to establish locations of property lines, right-of-way lines, and property ownership for the properties affected by the project and incorporate this data into the base mapping of the project.

3. Design and Construction Documents

a. Preliminary Design and Plans

- i. The Consultant will develop preliminary plans for the proposed trail and connections. The plans will include project extents, grading plan, trail geometry, and park impacts.
- ii. The preliminary plans for the project will be approximately 60% complete upon completion of the Preliminary Design. Preliminary Plans will be submitted to the Iowa DOT and City of North Liberty for review per the Iowa DOT Minor Letting Schedule and in accordance with I.M. 3.400 (Preliminary Plans).
- iii. Includes preparation of cost opinion estimate.

b. Check Plans Submittal

- i. Based upon approved preliminary design, the Consultant shall subsequently proceed with development of Check Plans, which shall be approximately 90% complete. Check Plans will be submitted to the Iowa DOT and City of North Liberty for review per the Iowa DOT Minor Letting Schedule and a complete set of documents in accordance with Iowa DOT IM.3.700. (Check Plans)
- ii. Includes preparation of cost opinion estimate.

c. Final Plans Submittal

- i. Based upon comments received through the Check Plan review process, the Consultant shall subsequently update plans, finalize construction drawings, specifications, and an opinion of probable construction cost for the award of a single contract for the construction of the proposed improvements. Final Plans submittal shall include a complete set of documents in accordance with Iowa DOT IM. 3.700 (Final Plans).
- ii. Includes preparation of cost opinion estimate.

4. Bidding Phase:

- a. It is assumed the project will be let through the Iowa Department of Transportation letting schedule. One bid package has been assumed.
- b. Consultant will coordinate with Iowa DOT and the City of North Liberty during the bid phase to answer questions, provide interpretations of plans, and issue addenda as necessary.
- c. Refer to attached preliminary schedule for targeted bidding date.

5. Construction Phase – Services include the following:

- a. The Consultant shall provide survey staking to delineate right-of-way and utility easement locations for affected utility companies to assist with their relocation work.
- b. Schedule and conduct a preconstruction conference with the Owner, Iowa DOT, utilities, and the contractors. Preconstruction conference minutes will be recorded and distributed to all attendees by the consultant.

- c. Visit the project daily during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents.
- d. Facilitate and participate with regular construction progress meetings.
- e. Perform required material sampling and laboratory testing (such as soil proctor tests, soil compaction, concrete testing, etc.) during construction. Prepare reports in a timely manner.
- f. Review of shop drawings and submittals for material incorporated in the project.
- g. Provide construction staking.
- h. Provide weekly SWPPP inspections in accordance with General Permit #2.
- i. Prepare daily diaries of construction activities.
- j. Prepare daily Iowa DOT Bid Item Progress Documentation and Measurement Reports.
- k. Prepare Iowa DOT Weekly Working Day reports.
- l. Review payrolls in accordance with Iowa DOT guidelines.
- m. Provide Davis Bacon / EEO Board inspections and interviews.
- n. Negotiate and prepare change orders.
- o. Prepare payment applications and review Contractor correspondence.
- p. Prepare and submit City reimbursement requests.
- q. Perform pre-final project review and prepare remaining work items to be completed prior to final review.
- r. Perform final field review with Iowa DOT and City representatives.
- s. Provide monument preservation and replacement.
- t. Prepare and submit the Iowa DOT Pre-Audit Documentation.
- u. Prepare and submit the Iowa DOT IM 101 Materials Audit Documentation.
- v. Review audit documentation with Iowa DOT representatives.
- w. Prepare and submit the Iowa DOT Final Packet Documentation.
- x. Prepare Construction Record Drawings as provided by the Contractor and submit to the Owner.

CLIENT RESPONSIBILITIES:

It will be your responsibility to provide the following:

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Schedule and conduct informational meeting(s) with the public as deemed necessary.
3. Provide necessary right-of-way and/or easements as required for construction of the project.
4. Provide stream and wetland mitigation and/or credits as required for construction of the project.
5. Provide Real Estate and legal services, appraisals, and negotiations as necessary.
6. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer, and adjacent property owners.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. The project will follow the Iowa DOT project development schedule per I.M. 3.010 (design phase 2026 and 2027) and federal funding currently programmed. Construction phase is anticipated for 2027 through 2028, occurring within two construction seasons. Refer to attached schedule.

COMPENSATION: We will provide the Scope of Services for the following fee:

Design & Bidding Phases	\$ 91,000	Lump Sum
Construction Phase	\$ 99,000	Hourly (estimated)
Reimbursable Expenses	\$ 6,000	As incurred (estimated)
Total	\$ 196,000	

We will not proceed with Bidding or Construction Phase services until authorized by the City.

ADDITIONAL SERVICES: Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates. Services may include:

1. Design and construction phase services for reconstructing the existing median on Covered Bridge Road to create a left and right turn lane.
2. Phase 1 Archaeological Survey to determine the sites' NRHP eligibility and to coordinate findings with the State Historic Preservation Office (SHPO).
 1. All findings and recommendations will be presented in a report.
 2. Additional archeological study beyond a Phase I report is not anticipated to be required and is not included in the scope of services.
4. Other add services may include assistance with environmental mitigation if required, subsurface utility investigations, retaining wall design, bat survey, wetland survey, engineering services other than those listed in the scope of services.

AGREEMENT: This proposal shall become the Agreement for Services when signed and dated by both parties. The attached **STANDARD TERMS AND CONDITIONS** are made a part of this proposal and Agreement for Services. Please return a signed copy to our office.

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is
authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

BY: _____

TITLE: _____

DATE ACCEPTED: _____

MJJ/

Enc.: Standard Terms and Conditions
West Forevergreen Road Trail Concept Drawing
Opinion of Probable Construction Costs
Preliminary Project Schedule

SHIVE-HATTERY, INC.



Michael J. Janecek P.E.
Project Manager

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery March 2026

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery New Jersey, Inc., Montgomery Roth, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed *five million dollars (\$5,000,000)*. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within one hundred twenty (120) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item

is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

HARASSMENT

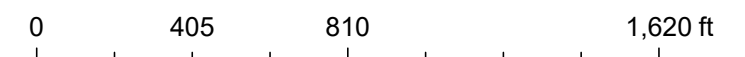
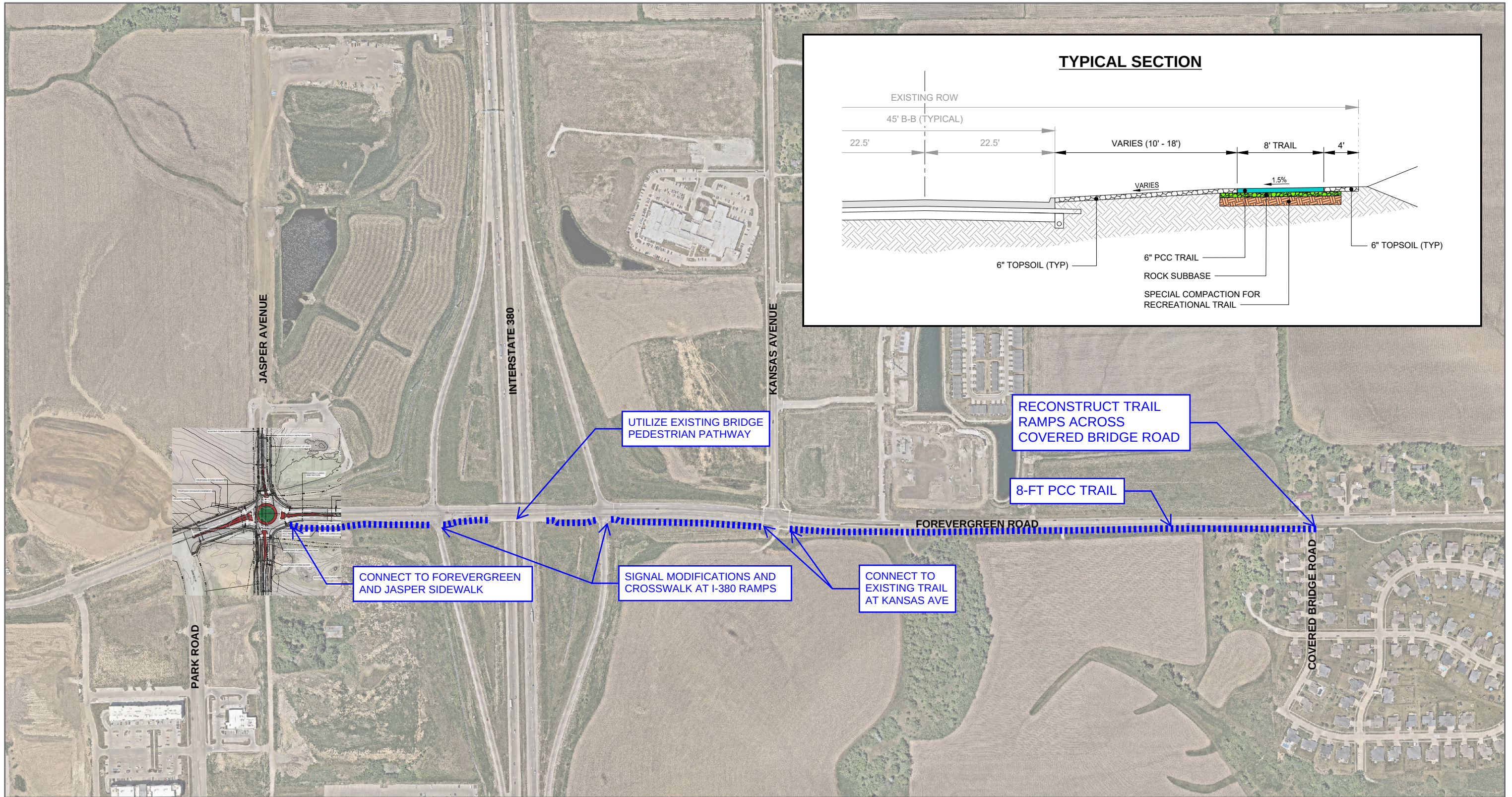
If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

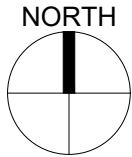
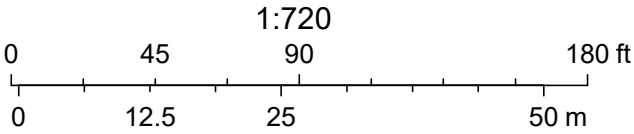
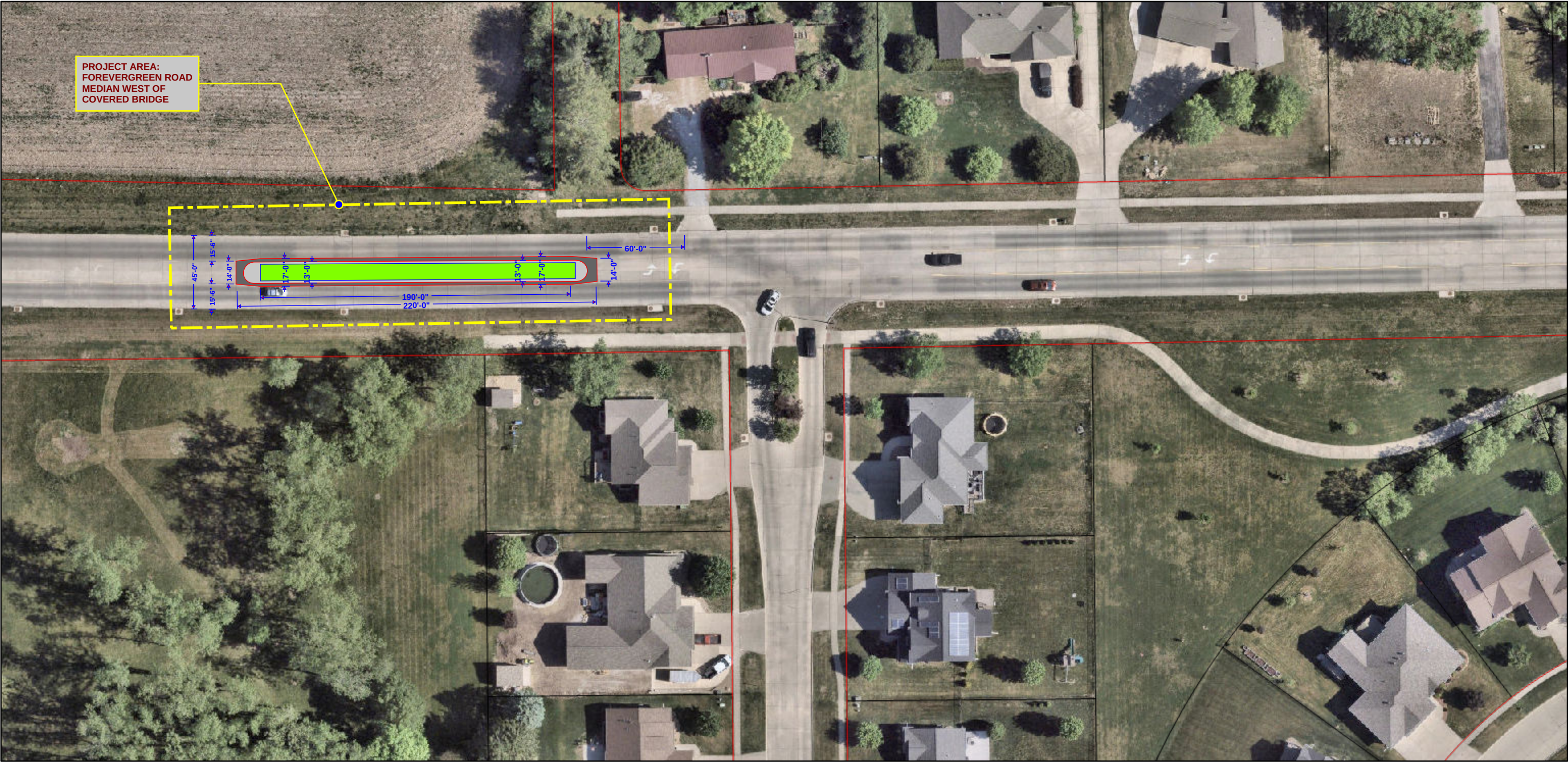
This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. Receiving CLIENT Purchase Order will also constitute acceptance of this agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.



Covered Bridge Road Intersection



WEST FOREVERGREEN ROAD TRAIL - MEDIAN AT COVERED BRIDGE ROAD



WEST FOREVERGREEN ROAD TRAIL
OPINION OF ANTICIPATED CONSTRUCTION COSTS
 Concept Phase - September 2026

DESCRIPTION: Construct 8-foot wide PCC trail on the south side of Forevergreen Road from Covered Bridge Road to Jasper Avenue (approx. 5,000 linear feet). Project will connect existing trails on Ranshaw Way to existing 8-foot walks within Tiffin west side of I-380. Work includes pedestrian actuated crossings at the I-380 interchange, utilizes the existing wide sidewalk already constructed on the Forevergreen interchange bridge, and connects with the roundabout walks to be constructed at the Jasper Avenue intersection.

EAST SEGMENT - COVERED BRIDGE ROAD TO KANSAS AVENUE

ITEM	DESCRIPTION	UNIT	QUANTITY	2027 UNIT COST	EXTENDED COST
1	PAVEMENT REMOVAL	SY	250	\$ 20	\$ 5,000
2	RECREATIONAL TRAIL, PCC, 6-IN.	SY	2,440	\$ 60	\$ 146,400
3	MODIFIED SUBBASE	CY	350	\$ 60	\$ 21,000
4	DETECTABLE WARNINGS	SF	64	\$ 70	\$ 4,480
5	TRAFFIC SIGN ADJUSTMENTS	EA	4	\$ 500	\$ 2,000
6	PAVEMENT, PCC, 10-IN.	SY	20	\$ 105	\$ 2,100
7	DRIVEWAY, PCC, 7-IN.	SY	100	\$ 75	\$ 7,500
8	TRAFFIC CONTROL	LS	1	\$ 10,000	\$ 10,000
9	UTILITY AND DRAINAGE ADJUSTMENTS	LS	1	\$ 10,000	\$ 10,000
10	EARTHWORK AND GRADING	CY	1,500	\$ 35	\$ 52,500
11	SEEDING, RESTORATION, SWPPP, EROSION CONTROL	AC	1.30	\$ 15,000	\$ 19,500
12	MOBILIZATION	LS	1	\$ 22,000	\$ 22,000

OPINION OF CONSTRUCTION COST - EAST SEGMENT \$ **303,000**

WEST SEGMENT - KANSAS AVENUE TO JASPER AVENUE

ITEM	DESCRIPTION	UNIT	QUANTITY	2027 UNIT COST	EXTENDED COST
1	PAVEMENT REMOVAL	SY	50	\$ 20	\$ 1,000
2	RECREATIONAL TRAIL, PCC, 6-IN.	SY	1,900	\$ 60	\$ 114,000
3	MODIFIED SUBBASE	CY	285	\$ 60	\$ 17,100
4	DETECTABLE WARNINGS	SF	64	\$ 70	\$ 4,480
5	PAVEMENT MARKINGS, DURABLE	STA	18	\$ 210	\$ 3,780
6	TRAFFIC SIGN ADJUSTMENTS	EA	4	\$ 500	\$ 2,000
7	TRAFFIC SIGNAL - DETECTION ADJUSTMENTS	LS	1	\$ 2,500	\$ 2,500
8	TRAFFIC SIGNAL - PEDESTRIAN SIGNALS AND PUSHBUTTONS	EA	4	\$ 3,200	\$ 12,800
9	TRAFFIC SIGNAL - HANDHOLES	EA	6	\$ 1,500	\$ 9,000
10	TRAFFIC SIGNAL - ELECTRICAL CIRCUITS	LF	500	\$ 25	\$ 12,500
11	TRAFFIC SIGNAL - ACCESSIBLE PEDESTRIAN SIGNALS (AUDIBLE)	EA	4	\$ 5,000	\$ 20,000
12	PAVEMENT, PCC, 10-IN.	SY	50	\$ 100	\$ 5,000
13	DRIVEWAY, PCC, 7-IN.	SY	0	\$ 75	\$ -
14	TRAFFIC CONTROL	LS	1	\$ 15,000	\$ 15,000
15	UTILITY AND DRAINAGE ADJUSTMENTS	LS	1	\$ 10,000	\$ 10,000
16	EARTHWORK AND GRADING	CY	1,500	\$ 35	\$ 52,500
17	SEEDING, RESTORATION, SWPPP, EROSION CONTROL	AC	1.00	\$ 15,000	\$ 15,000
18	MOBILIZATION	LS	1	\$ 22,000	\$ 22,000

OPINION OF CONSTRUCTION COST - WEST SEGMENT \$ **319,000**

FOREVERGREEN ROAD CENTER MEDIAN - WEST OF COVERED BRIDGE ROAD

ITEM	DESCRIPTION	UNIT	QUANTITY	2027 UNIT COST	EXTENDED COST
1	EXCAVATION, CLASS 10	CY	35	\$ 16	\$ 560
2	SUBGRADE PREPARATION	SY	200	\$ 2	\$ 400
3	SUBBASE, MODIFIED, 6 IN.	CY	35	\$ 60	\$ 2,100
4	PAVEMENT REMOVAL	SY	411	\$ 20	\$ 8,220
5	PAVEMENT, PCC, 10 IN.	SY	57	\$ 80	\$ 4,560
6	CURB AND UGTTTER, 2.0 FT, 6 INCH STANDARD CURB	LF	380	\$ 50	\$ 19,000
7	PCC BANDING	SY	45	\$ 120	\$ 5,400
8	PAINTED PAVEMENT MARKINGS, HIGH BUILD	STA	13	\$ 210	\$ 2,730
9	PAVEMENT MARKINGS REMOVED	STA	8	\$ 380	\$ 3,040
10	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 10,000	\$ 10,000
11	SIGNAGE	EA	2.00	\$ 525	\$ 1,050
12	SOD	SQ	19	\$ 60	\$ 1,140
13	WATERING	MGAL	12	\$ 40	\$ 480
14	AMENDED PLANTING SOIL	CY	70	\$ 100	\$ 7,000
15	MOBILIZATION	LS	1	\$ 5,000	\$ 5,000

OPINION OF CONSTRUCTION COST - FOREVERGREEN ROAD MEDIAN \$ **71,000**

OPINION OF CONSTRUCTION COST (EAST + WEST+MEDIAN) - SUBTOTAL \$ **693,000**

CONTINGENCY (15%) \$ 105,000

OPINION OF CONSTRUCTION COST - TOTAL \$ **798,000**

PROPERTY ACQUISITION AND EASEMENTS \$ -

PRIVATE UTILITY RELOCATIONS \$ -

OPINION OF PROJECT COSTS - SUBTOTAL \$ **798,000**

ENGINEERING FEDERAL-AID (DESIGN | BID | CONSTRUCTION) \$ 196,000

*** OPINION OF PROJECT COSTS - TOTAL** \$ **994,000**

* Costs for easements, acquisitions, and utility relocations are not anticipated based on conceptual stage project information

West Forevergreen Road Trail Improvements
Preliminary Project Schedule – 9/1/2026

<u>Milestone</u>	<u>Date</u>
Approve Proposal	September 8 (City Council Mtg)
Survey –Survey / Utility Locates / Base Mapping	October 30, 2026 +/-
DOT Concept Statement	November 17, 2026
30% Design Layout + Easements Defined	December 11, 2026
Owner Review Meeting	December 18, 2026 +/-
Draft of Easement Plats	December 19, 2026 +/-
DOT Preliminary Plans (Plans / Costs)	February 16, 2027
Owner Review Meeting *	February 23, 2027 +/-
DOT Check Plans (Plans / Specs / Costs)	April 6, 2027
Final Owner Review Meeting *	April 13, 2027 +/-
Easements Secured / Finalized / Signed	May 4, 2027 (1-week from Council)
Easements Approved	May 11, 2027 (City Council Mtg)
DOT Final Plans & PDC **	May 18, 2027
Public Hearing	August 10, 2027 (City Council Mtg)
Iowa DOT Letting Date	August 17, 2027
Award Construction Contract	August 24, 2027 (City Council Mtg)
Pre-Construction Meeting	September 2027 (TBD)
Substantial Completion	Fall 2028 (TBD)
Fall Seeding Target	Sept. 1, 2028
Final Completion / Seeding Acceptance	November 2028(TBD)

* Design Submittals:

- Owner review meetings to be scheduled generally one week after milestone submittal.

** Final Plans and PDC Submittal:

- By this date, all easements (permanent and temporary) and acquisitions have been secured, scheduled for condemnation, or have an approved Public Interest Finding in place.
- By this date, executed relocation agreements with all utilities not already required to relocate by an existing permit or franchise agreement are completed (if needed).



Resolution No. 2026-109

RESOLUTION APPROVING THE STANDARD FORM OF
AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND
SHIVE-HATTERY, INC. FOR THE WEST FOREVERGREEN
ROAD TRAIL PROJECT

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

WHEREAS, the City of North Liberty desires to install trail, crosswalks, grading and pedestrian signal modifications along West Forevergreen Road; and

WHEREAS, Shive-Hattery, Inc. has presented a proposal for services relating to this project.

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for services relating to the West Forevergreen Road Trail Project in amounts as follows:

Design and Bidding Phases	\$91,000
Construction Phase (Estimated)	99,000
Reimbursable Expenses (Estimated)	6,000
Total	\$196,000

are hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 8th day of September, 2026.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

I, Stacey House, Deputy 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.

STACEY HOUSE, DEPUTY CITY CLERK



Aquatic Center Renovations Project

PROFESSIONAL SERVICES AGREEMENT

ATTN: Ryan Heiar
CLIENT: City of North Liberty, IA
360 N. Main Street
PO Box 77
North Liberty, IA 52317

PROJECT: NL Aquatic Center Renovations

PROJECT LOCATION: North Liberty, IA

DATE OF AGREEMENT: September 1, 2026

PROJECT DESCRIPTION

The North Liberty Aquatic Center Renovations project includes renovation of the locker rooms, family restrooms, and pool deck lockers, as well as installation of new acoustical panels in the pool room.

More specifically the scope will consist of the following:

Men's and Women's Locker Rooms:

- Restrooms
 - Remove a toilet to make the last stall an ADA compliant stall
 - Replace toilets/urinals, partitions, grab bars, and toilet paper dispensers
- Showers
 - Replace shower heads, grab bars, benches, and shower partitions
 - Replace floor drains and trench drains
- Locker Island
 - Replace lockers
 - Clean and seal the existing concrete bench to
- Sink
 - Replace sink, hand dryers, baby changing station, soap dispensers, and mirrors
- All new LED lighting
- Finishes:
 - New floor tile throughout
 - New wall tile around the full perimeter of the locker room up to 5'-0", except at the showers where new wall tile will be up to 7'-0"
 - New tile base around the perimeter of the locker island
 - New wall paint above new tile finish
 - New ceiling paint

Family Restrooms:

- Fur out the shower walls to 3'-0" to meet ADA guidelines
- Replace shower head, grab bars, and bench
- Replace floor drain
- Replace toilet, grab bars, and toilet paper dispenser
- Replace sink, hand dryer, mirror, soap dispenser, and hand dryer
- All new LED lighting

- Finishes:
 - New floor tile throughout
 - New wall tile around the full perimeter of the locker room up to 5'-0", except at the showers where new wall tile will be up to 7'-0"
 - New wall paint above new tile finish
 - New ceiling paint

Pool Deck Lockers:

- Replace lockers
- Extend the bench with new solid surface and wood blocking

Acoustical Panels:

- Remove existing wall and ceiling panels
- Drain the pool
- Install new wall panels
- Install new ceiling baffles
- Minor paint touch ups

SCOPE OF SERVICES

We will provide the following services for the project:

Architecture, Electrical Engineering, Mechanical Engineering and Structural Engineering

Consultant agrees to perform the following services for the Owner, and to do so in a timely and satisfactory manner.

1. Basic Services

- a. Attend Project meetings, communicate, provide agenda, record, and distribute meeting minutes to the members of the Project team, and report progress to the Owner for the duration of the Project.
- b. Contact governmental authorities, including other city departments, required to approve the Construction Documents and entities providing utility services to the Project. Consultant shall respond to applicable design requirements imposed by those authorities and entities.
- c. Assist the Owner in connection with the Owner's responsibility for filing documents and permits required for the approval of governmental authorities, including city departments, having jurisdiction over the Project.
- d. Inform the Owner of the presence of any suspect hazardous material, such as, but not limited to, mercury, asbestos, and lead. Consultant shall advise the Owner on appropriate and/or required testing and mitigation.

2. Preliminary Evaluation

- a. Prepare a preliminary evaluation of the schedule, budget, Project site, availability and accuracy of record documents, the proposed procurement and delivery method, and other Project specific information, such as plans, facility studies and reports, each in terms of the other, to ascertain the requirements of the Project. Consultant shall notify the Owner of:

- i. Any inconsistencies discovered in the information.
- ii. Other information or consulting services that may be reasonably needed for the Project.

- b. Present the preliminary evaluation to the Owner and discuss with the Owner alternative approaches to design and construction of the Project. Consultant shall reach an understanding with the Owner regarding the requirements of Project.

3. Schematic Design Phase

- a. Based on the requirements of the Project agreed upon with the Owner, Consultant shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- b. Based on the Owner's approval of the preliminary design, Consultant shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- c. Consultant shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the cost of the work. The Owner may obtain more advanced sustainable design services as an Additional Service.
- d. Consultant shall consider the value and present to the Owner options of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the cost of the work.
- e. Submit to the Owner an estimate of the cost of the work.
- f. Submit the Schematic Design Documents to the Owner and request the Owner's approval.

4. Design Development Phase

- a. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the cost of the work, the Consultant shall prepare Design Development Documents for the Owner's approval.
- b. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems, and other appropriate elements.

- c. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- d. Consultant shall update the estimate of the cost of the work. The Consultant shall advise the Owner of any adjustments prior to starting construction documents.
- e. Submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the cost of the work, and request the Owner's approval.

5. Construction Documents Phase

- a. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the cost of the work, Consultant shall prepare Construction Documents and fine tune the estimated construction cost for the Owner's approval.
- b. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
- c. Consultant shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

6. Bidding Phase

- a. Facilitate the distribution of Bidding Documents to prospective bidders.
- b. Prepare a contractor contact list that the consultant will contact prior to distributing the Bidding Documents.
- c. Contact all contractors on the contractor contact list and submit the dates of contact and bidding status information to the Owner a week before the pre-bid conference.
- d. Organize and conduct a pre-bid conference; prepare agenda; record and distribute meeting minutes for prospective bidders.
- e. Prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.
- f. If the Bidding Documents permit substitutions, upon the Owner's authorization, Consultant shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- g. Assist with the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- h. Review bids and make a recommendation to award the contract in a formal document letter.

7. Construction Phase

- a. Organize, create an agenda, and conduct a preconstruction conference, prepare and distribute meeting minutes.
- b. Attend regular progress meetings, prepare, and distribute meeting minutes, an average of one site meeting every other week of construction for the duration of the project.
- c. The Consultant shall visit the site a minimum of every 10 days or at intervals appropriate to the stage of the Contractor's operations in order to:
 - i. Become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed.
 - ii. Endeavor to guard the Owner against defects and deficiencies in the Work.
 - iii. Determine in general if the Work is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents.
 - iv. Prepare and distribute field notes with photographic documentation throughout the project.
- d. Keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner:
 - i. Known deviations from the Contract Documents.
 - ii. Known deviations from the most recent construction schedule submitted by the Contractor.
 - iii. Defects and deficiencies observed in the Work.
- e. Review and maintain record of Contractor's Shop Drawings, Product Data and Samples to check for conformity with the Contract Documents.
- f. Review and respond to requests for information about the Contract Documents.
- g. Prepare Construction Change Directives and Change Orders for the City's approval and execution as required.
- h. Review Contractor Pay Applications and certify that to the best of the Consultant's knowledge, the Contractor is entitled to payment in the amount certified.
- i. Conduct post construction reviews of the work per architectural/engineering discipline and issue punch list of items to be completed.
- j. Conduct final reviews of the work per architectural/engineering discipline after the Contractor has notified Consultant that they have completed the punch list.
- k. Consultant shall review the Operation and Maintenance Manuals from the Contractor and ensure that the documents and warranties are accurate and complete.
- l. Upon completion of construction, Consultant shall prepare and issue final closeout documents and assist in obtaining executed documents to conclude the work. The close out documents should be an electronic set of full records including:

- i. Approved substitutions
- ii. Final product submittals
- iii. Field note documentation
- iv. Meeting minutes
- v. Record Drawings
- vi. Operation and Maintenance Manuals

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
3. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
4. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
5. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
6. Provide Shive-Hattery personnel with unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- Preliminary Schedule for the Scope of Services is as follows:
 - Design:
 - Signed Proposal September 8, 2026
 - Design Phase September 9, 2026 - February 2, 2027
 - Council Approval February 9, 2027
 - Bid:
 - Bidding February 10, 2027 - March 10, 2027
 - Council Approval March 23, 2027
 - Construction:
 - Contract / Mobilization / Submittals March 3, 2027 - September 3, 2027
 - Construction September 7, 2027 - December 31, 2027

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Design Services and Construction Administration	Fixed Fee	\$150,000	\$3,000	\$150,000
TOTAL		\$150,000	Included	\$150,000

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.

See attached Standard Hourly and Expense Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Services resulting from significant changes in the general scope, extent or character of the project or its evaluation including but not limited to: changes in number, character, or complexity of alternatives; revising previously accepted studies, reports, or documents; additional improvements, or changes in reviewing authority determination or positions.

EXHIBITS

- A. Programming Plan
- B. Preliminary Cost Estimate

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery March 2026

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery New Jersey, Inc., Montgomery Roth, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from

any cause(s) to an amount that shall not exceed five million dollars (\$5,000,000). The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has

not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

HARASSMENT

If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Natalie Oppedal, Architect
noppedal@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of North Liberty, IA

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

Enc.: Standard Hourly and Expense Fee Schedule
NL Aquatic Center Renovations – Programming Plan
NL Aquatic Center Renovations – Concept Cost Opinion

STANDARD HOURLY and REIMBURSABLE EXPENSE FEES SCHEDULES

Effective July 1, 2026 to December 31, 2026

STANDARD HOURLY FEES

PROFESSIONAL STAFF:

Grade 1	\$115.00
Grade 2	\$138.00
Grade 3	\$154.00
Grade 4	\$173.00
Grade 5	\$192.00
Grade 6	\$207.00
Grade 7	\$225.00
Grade 8	\$245.00
Grade 9	\$266.00

SURVEY STAFF:

One Person	\$177.00
Two Person	\$274.00
One Person with ATV	\$202.00
Two Person with ATV	\$299.00

TECHNICAL STAFF:

Grade 1	\$ 81.00
Grade 2	\$ 99.00
Grade 3	\$113.00
Grade 4	\$123.00
Grade 5	\$136.00
Grade 6	\$157.00
Grade 7	\$175.00

ADMIN STAFF:

\$ 78.00

REIMBURSABLE EXPENSE FEES

TRAVEL:

Mileage- Car/Truck	\$0.76/ Mile
Mileage- Survey Trucks	\$0.86/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES:

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

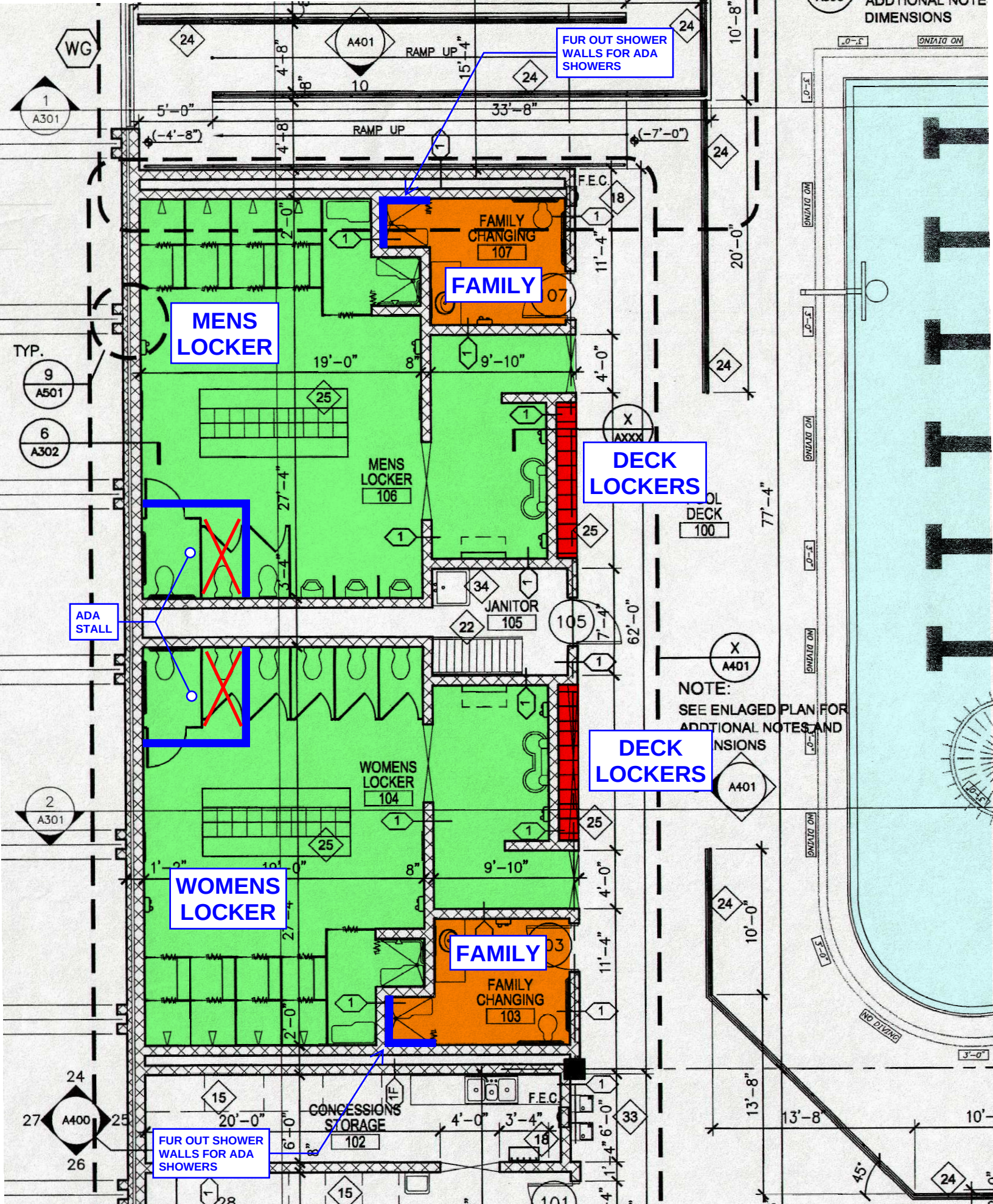
IN-HOUSE SERVICES:

Drawings/Prints/Plots:

Bond	\$.30/ Sq.Ft.
Mylar	\$.75/ Sq.Ft.
Photogloss	\$.90/ Sq.Ft.
Color Bond	\$.60/ Sq.Ft.
Foam Core Mounting	\$13.00

Color Prints:

Letter Size	\$ 1.00
Legal and 11x17 Size	\$ 2.00



**NL AQUATIC CENTER RENOVATIONS
PROGRAMMING PLAN**

ITEM	DESCRIPTION	UNIT	QUANTITY	EXTENDED COST
LOCKER ROOMS - MEN'S AND WOMEN'S				
1	General Conditions	LS	2	\$ 6,800
2	Demolition	LS	2	\$ 13,600
3	LED Lighting	LS	2	\$ 7,000
4	Finishes	LS	2	\$ 146,300
5	Fixtures and Accessories	LS	2	\$ 172,600
6	Locker Island	LS	2	\$ 45,400
7	Toilet and Shower Compartments	LS	2	\$ 49,900
LOCKER ROOMS - SUBTOTAL:				\$ 441,600
**Inflation to 2027 Q2 (+ 10% of total):				\$ 44,500
Contractor Overhead and Profit (+15% of total):				\$ 73,000
LOCKER ROOMS - CONSTRUCTION ESTIMATE:				\$ 559,100
FAMILY RESTROOMS				
1	General Conditions	LS	2	\$ 2,300
2	Demolition	LS	2	\$ 4,700
3	LED Lighting	LS	2	\$ 1,000
4	Finishes	LS	2	\$ 31,800
5	Fixtures and Accessories	LS	2	\$ 32,100
6	ADA Shower Upgrade	LS	2	\$ 13,000
FAMILY RESTROOMS - SUBTOTAL:				\$ 84,900
**Inflation to 2027 Q2 (+ 10% of total):				\$ 8,500
Contractor Overhead and Profit (+15% of total):				\$ 14,500
FAMILY RESTROOMS - CONSTRUCTION ESTIMATE:				\$ 107,900
LOCKERS AND BENCH - POOL DECK				
1	General Conditions	LS	1	\$ 1,400
2	Demolition	LS	1	\$ 2,800
3	Locker Replacement	LS	1	\$ 19,900
4	Bench Extension	LS	1	\$ 4,000
LOCKERS AND BENCH - SUBTOTAL:				\$ 28,100
**Inflation to 2027 Q2 (+ 10% of total):				\$ 3,000
Contractor Overhead and Profit (+15% of total):				\$ 5,000
FAMILY RESTROOMS - CONSTRUCTION ESTIMATE:				\$ 36,100
ACOUSTICAL PANELS AND BAFFLES ABOVE POOL				
1	General Conditions	LS	1	\$ 40,000
2	Demolition	LS	1	\$ 3,000
3	Finishes (Baffles, Patching, Touch Up)	LS	1	\$ 89,000
LOCKERS AND BENCH - SUBTOTAL:				\$ 132,000
**Inflation to 2027 Q2 (+ 10% of total):				\$ 11,000
Contractor Overhead and Profit (+15% of total):				\$ 21,500
ACOUSTIC - CONSTRUCTION ESTIMATE:				\$ 164,500
COMBINED PROJECTS - CONSTRUCTION ESTIMATE:				\$ 867,600
POTENTIAL PROJECT CONTINGENCIES				
	Concept Phase - Design Contingency	15%		\$ 130,500
	* Bid Phase - Small Project Contingency	5%		\$ 43,500
	Construction Phase - Additions / Revisions / Unknowns	5%		\$ 43,500
PROJECT CONTINGENCIES - SUBTOTAL:				\$ 217,500
COMBINED PROJECTS - CONSTRUCTION + CONTINGENCY ESTIMATE:				\$ 1,085,100
Design and Construction:				\$ 150,000
COMBINED PROJECTS - PROJECT ESTIMATE:				\$ 1,235,100

* Small Project Contingency accounts for potential higher bids due to relatively small work areas, and assumes all projects would be completed together. If individual projects are selected, the rate will vary based on project size. Smaller work scope is more susceptible to higher than average bid prices.

** Costs shown above are from 2024 Q3. Inflation percentage reflects escalation from 2024 Q3 to 2027 Q2.

Resolution No. 2026-110

RESOLUTION APPROVING THE STANDARD FORM OF
AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND
SHIVE-HATTERY, INC. FOR THE AQUATIC CENTER
RENOVATIONS PROJECT

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

WHEREAS, the City of North Liberty desires to upgrade locker rooms, restrooms, lockers and acoustical panels in the Aquatic Center; and

WHEREAS, Shive-Hattery, Inc. has presented a proposal for services relating to this project.

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for services relating to the Aquatic Center Renovations Project in amounts as follows:

Design Services and Construction Administration	\$150,000
Total	\$150,000

are hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 8th day of September, 2026.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

I, Stacey House, Deputy 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.

STACEY HOUSE, DEPUTY CITY CLERK



Cemetery Board Ordinance Repeal

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 15 AND REPEALING CHAPTER 26
GOVERNING OVERSIGHT AND OPERATION OF A JOINT CEMETERY
BOARD**

WHEREAS, the City of North Liberty has entered into an agreement with the trustees of Penn Township in Johnson County, pursuant to Chapter 28E of the Code of Iowa, to provide operational support, funding, and oversight of the Ridgewood Cemetery and Alt-Wein Cemetery; and

WHEREAS, upon the enactment of said Chapter 28E agreement, the prior agreement concerning the operation of a Joint Cemetery Board is of no further force or effect, and Chapter 26 of the City Code of North Liberty is no longer needed.

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

SECTION 1. AMENDMENT. Chapter 15.03 of the North Liberty Code of Ordinances is amended to read as follows:

The Mayor shall appoint the Mayor Pro Tem, and the Mayor also appoints, with Council approval, the following officials:

1. Library Board of Trustees
2. Parks and Recreation Commission
3. Tree and Storm Water Advisory Board
- ~~4. Cemetery Board (City members)~~
- ~~5.4.~~ Planning and Zoning Commission
- ~~6.5.~~ Zoning Board of Adjustment

SECTION 2. REPEAL. Chapter 26 of the North Liberty Code of Ordinances is repealed.

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. WHEN EFFECTIVE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

First reading on _____, 2026.

Second reading on _____, 2026.

Third and final reading on _____, 2026.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the Cedar Rapids *Gazette* on the ____ day of _____, 2026.

TRACEY MULCAHEY, CITY CLERK

CHAPTER 26

CEMETERY BOARD

26.01 Purpose	26.05 Powers and Duties
26.02 Established	26.06 Compensation
26.03 Appointment	26.07 Election of Officers
26.04 Term	26.08 Meetings

26.01 PURPOSE.

The purpose of this chapter is to establish a joint Cemetery Board with Penn Township for the purpose of maintaining two cemeteries in the Township, Ridgewood Cemetery in Section 1, and the historical cemetery situated in Section 17 (also known as the Alt Cemetery), pursuant to the authority vested in Section 359.36, *Code of Iowa*, and Chapter 28E, *Code of Iowa*, for the purpose of maintaining, improving, and supporting said Township cemeteries.

26.02 ESTABLISHED.

There is established a Cemetery Board for the City.

26.03 APPOINTMENT.

The Cemetery Board shall consist of six members, three of whom shall be at least eighteen years of age and legal residents of the City, each of whom shall be appointed by the Mayor, subject to approval of the Council. The other three members will be the duly elected Township trustees from Penn Township in Johnson County, Iowa. Pursuant to Section 359.36, *Code of Iowa*, each of the members shall have equal voting powers.

(Ord. 12-04 - Aug. 12 Supp.)

26.04 TERM.

The three members appointed by the Mayor shall be appointed for staggered terms, with no more than two members having their appointment end in a single year. All appointments shall be for a period of three years. In the event of any vacancy, a successor shall be appointed by the Mayor to fill the unexpired term for which the member was originally appointed. As for the three members from Penn Township, who shall be duly elected trustees, their term shall be as provided for under the *Code of Iowa*, and any successor that is necessary to be appointed shall be appointed as required by the *Code of Iowa* for the replacement of trustees.

26.05 POWERS AND DUTIES.

1. The Board shall recommend and review policies, rules, and regulations relating to the two cemeteries, and shall annually work to present a budget to the City for its approval. The Board shall report annually to the Council, or if there is a unique problem that has been presented, shall present that to the Council, in order that the spirit of cooperation will be maintained with the other three members from Penn Township.
2. The Board shall work with the Penn Township trustees, for the purpose of making sure that cemeteries will be maintained in a proper manner in order that the peace and decorum of the cemetery will be maintained at all times.
3. The Board shall work within the framework of a certain agreement entered into by and between the City and the Penn Township trustees, which agreement is renewable on an annual basis.

26.06 COMPENSATION.

Members of the Board from the City shall serve without compensation. The Secretary of the Board, who is also the Secretary for the Township trustees, will be compensated pursuant to that certain agreement with Penn Township.

26.07 ELECTION OF OFFICERS.

The Board shall elect a Chairperson at the annual meeting in July, and a Vice Chair, each to serve a term of one year. A duly elected Clerk of Penn Township shall serve as Secretary of the said Cemetery Board to take minutes at the meeting, and under the Board’s supervision, to collect and disburse money on behalf of the Board.

26.08 MEETINGS.

1. The Board shall meet on the first Monday of the months of February, April, and November at 7:30 p.m., for the purpose of transacting such business as shall come before it.
2. The Chairperson or Vice Chairperson may call a special meeting of said Board by giving at least 48 hours' notice in writing to every member of the Board. The call for the special meeting shall include an agenda, and only matters included in that agenda may be discussed at that meeting.
3. The Board may adopt, amend, or rescind such rules as may be necessary for the conduct of its business.

ORDINANCE NO. 2026-13

AN ORDINANCE AMENDING CHAPTER 15 AND REPEALING CHAPTER 26
GOVERNING OVERSIGHT AND OPERATION OF A JOINT CEMETERY
BOARD

WHEREAS, the City of North Liberty has entered into an agreement with the trustees of Penn Township in Johnson County, pursuant to Chapter 28E of the Code of Iowa, to provide operational support, funding, and oversight of the Ridgewood Cemetery and Alt-Wein Cemetery; and

WHEREAS, upon the enactment of said Chapter 28E agreement, the prior agreement concerning the operation of a Joint Cemetery Board is of no further force or effect, and Chapter 26 of the City Code of North Liberty is no longer needed.

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

SECTION 1. AMENDMENT. Chapter 15.03 of the North Liberty Code of Ordinances is amended to read as follows:

The Mayor shall appoint the Mayor Pro Tem, and the Mayor also appoints, with Council approval, the following officials:

1. Library Board of Trustees
2. Parks and Recreation Commission
3. Tree and Storm Water Advisory Board
4. Planning and Zoning Commission
5. Zoning Board of Adjustment

SECTION 2. REPEAL. Chapter 26 of the North Liberty Code of Ordinances is repealed.

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. WHEN EFFECTIVE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

First reading on August 11, 2026.

Second reading on August 25, 2026.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

I, Stacey House, Deputy 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.

STACEY HOUSE, DEPUTY CITY CLERK

I certify that the forgoing was published as Ordinance No. 2026-13 in the Cedar Rapids Gazette on the ____ day of _____, 2026.

STACEY HOUSE, DEPUTY CITY CLERK



Electric Personal Assistive Devices & Micromobility Devices Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 76 OF THE NORTH LIBERTY
CODE OF ORDINANCES CONCERNING THE OPERATION OF ELECTRIC
PERSONAL ASSISTIVE AND MICROMOBILITY DEVICES

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

SECTION 1. AMENDMENT. Chapter 76.13 of the North Liberty Code of Ordinances is amended to read as follows:

**76.13 ELECTRIC PERSONAL ASSISTIVE AND MICROMOBILITY DEVICES
DEFINED.**

1. "Electric personal assistive mobility device" has the same meaning as set forth under Iowa Code § 321.1(20B).
2. "Micromobility Device" means any device not an electric personal assistive mobility device and not a bicycle or low-speed electric bicycle, designed to carry one rider or operator, ~~where such device is equipped with an electric motor of less than seven hundred fifty watts~~, and where such device is not required to be licensed or registered by the State of Iowa. Micromobility devices may be propelled either by the power of the rider or by an electric motor or a combination thereof. Micromobility devices include, but are not limited to, electric unicycles, electric tricycles, electric stand-up scooters, electric sit-down scooters, and motorized skateboards.

SECTION 2. AMENDMENT. Chapter 76.16 of the North Liberty Code of Ordinances is amended to read as follows:

76.16 PENALTY. Violations of this chapter are punishable as follows:

1. ~~For a first offense, a simple misdemeanor punishable by~~ a fine of twenty-five dollars (\$25.00) ~~for a first offense.~~
- 1.2. Second and subsequent offenses of this chapter are simple misdemeanors punishable in accordance with the standard city criminal penalty set forth in Chapter 1.14.

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____, 2026

Second reading on _____, 2026.

Third and final reading on _____, 2026.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the Cedar Rapids *Gazette* on the ____ day of _____, 2026.

TRACEY MULCAHEY, CITY CLERK

ORDINANCE NO. 2026-14

AN ORDINANCE AMENDING CHAPTER 76 OF THE NORTH LIBERTY
CODE OF ORDINANCES CONCERNING THE OPERATION OF ELECTRIC
PERSONAL ASSISTIVE AND MICROMOBILITY DEVICES

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

SECTION 1. AMENDMENT. Chapter 76.13 of the North Liberty Code of Ordinances is amended to read as follows:

76.13 ELECTRIC PERSONAL ASSISTIVE AND MICROMOBILITY DEVICES
DEFINED.

1. "Electric personal assistive mobility device" has the same meaning as set forth under Iowa Code § 321.1(20B).
2. "Micromobility Device" means any device not an electric personal assistive mobility device and not a bicycle or low-speed electric bicycle, designed to carry one rider or operator, and where such device is not required to be licensed or registered by the State of Iowa. Micromobility devices may be propelled either by the power of the rider or by an electric motor or a combination thereof. Micromobility devices include, but are not limited to, electric unicycles, electric tricycles, electric stand-up scooters, electric sit-down scooters, and motorized skateboards.

SECTION 2. AMENDMENT. Chapter 76.16 of the North Liberty Code of Ordinances is amended to read as follows:

76.16 PENALTY. Violations of this chapter are punishable as follows:

1. For a first offense, a fine of twenty-five dollars (\$25.00).
2. Second and subsequent offenses of this chapter are simple misdemeanors punishable in accordance with the standard city criminal penalty set forth in Chapter 1.14.

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on August 11, 2026

Second reading on August 25, 2026.

Third and final reading on _____, 2026.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

I, Stacey House, Deputy 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.

STACEY HOUSE, DEPUTY CITY CLERK

I certify that the forgoing was published as Ordinance No. 2026-14 in the Cedar Rapids Gazette on the ____ day of _____, 2026.

STACEY HOUSE, DEPUTY CITY CLERK



Zoning Ordinance



August 4, 2026

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

Re: Request of the City of North Liberty for an Ordinance amending Chapter 168 of the North Liberty Code of Ordinances, Governing Dimensional Standards and Use Defined and Use Standards, Chapter 169 of the North Liberty Code of Ordinances Governing Off Street Parking and Loading, Landscaping Requirements, Accessory Structures and Uses and Design Standards and Chapter 173 of the North Liberty Code of Ordinances Regarding Temporary Signs.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its August 4, 2026 meeting. The Planning Commission took the following action:

Finding:

1. The proposed amendment would achieve consistency with Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the Ordinance amendment to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **July 31, 2026**
Re **Request of the City of North Liberty for an Ordinance amending Chapter 168 of the North Liberty Code of Ordinances, Governing Dimensional Standards and Use Defined and Use Standards, Chapter 169 of the North Liberty Code of Ordinances Governing Off Street Parking and Loading, Landscaping Requirements, Accessory Structures and Uses and Design Standards and Chapter 173 of the North Liberty Code of Ordinances Regarding Temporary Signs**

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

1. Summary of amendments

Section 1: Chapter 168.

- Reduces to the lot area requirements in RM-8, RM-12 and RM-14 (multi-unit residence district) to allow flexibility for multi-unit and/or townhouse dwelling developments.
- The existing density limitation (i.e., 8, 12 and 14 units/acre) would limit intensity.
- For example, a 12,000 square foot lot zoned RM-8 would only permit a duplex – 12,000 square foot = .2755 x 8 (units/acre) = 2 units.

Section 2: Chapter 168.

- Corrects Scrivener's errors.

Section 3: Chapter 168.

- Corrects Scrivener's errors.

Section 4: Chapter 169.

- Adds townhouses to the allowance for a zero-foot setback for internal driveways.

Section 5: Chapter 169.

- Adds ornamental grass to perimeter landscaping requirements.
- Adds flexibility where underground utilities are located under landscape islands.

Section 6: Chapter 169.

- Updates accessory buildings requirements to achieve consistency with Accessory Dwelling Unit regulations.
- Deletes accessory structure regulations for R-MH (Residential Manufactured Home Park) districts, which would be relocated and amended.

Section 7: Chapter 169.

- Relocates accessory structures regulations for the R-MH (Residential Manufactured Home Park) districts, which includes allowing carports.

Section 8: Chapter 169.

- Clarifies design standard regulations.

Section 9: Chapter 173.

- Updates temporary sign regulations to remove self-reporting permit requirements.

2. Zoning Text Amendment Approval Standards:

Section 165.09(4)(D)(2)

of the North Liberty Code of Ordinances entitled, "Zoning Text Amendment" sets forth approval standards for Zoning Ordinance text amendments.

- (2) Zoning Text Amendments.
 - (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.
 - (b) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
 - (c) The consistency of the proposed amendment with the intent and general regulations of this Ordinance.
 - (d) Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy or change in development trends or technology.
 - (e) The extent to which the proposed amendment creates nonconformities.

3. Public Input:

There are no formal objections to the request.

4. Staff Recommendation:

Finding:

1. The proposed amendment would achieve consistency with Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for Ordinance amendment to the City Council with a recommendation for approval.

Suggested motion:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 168 OF THE NORTH LIBERTY CODE OF ORDINANCES, GOVERNING DIMENSIONAL STANDARDS AND USE DEFINED AND USE STANDARDS, CHAPTER 169 OF THE NORTH LIBERTY CODE OF ORDINANCES GOVERNING OFF STREET PARKING AND LOADING, LANDSCAPING REQUIREMENTS, ACCESSORY STRUCTURES AND USES AND DESIGN STANDARDS AND CHAPTER 173 OF THE NORTH LIBERTY CODE OF ORDINANCES REGARDING TEMPORARY SIGNS

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

SECTION 1. AMENDMENT OF ORDINANCE. Subparagraph 5(B) Section 168.02 of the North Liberty Code of Ordinances, is amended as follows:

B. RD and RM Districts.

	Table 168.02-B Dimensional Standards SF = Square Feet, DU = Dwelling Unit, ' = Feet					
	RD-8	RD-10	RM-8	RM-12	RM-14	RM-21
Bulk (Prior to Subdividing into DU Individual Lots)						
Minimum Lot Area	10,000 SF	9,000 SF	21,780 12,000 SF	21,780 9,000 SF	21,780 9,000 SF	21,780 SF
Minimum Frontage	40'	35'	75'	50'	50'	50'
Minimum Lot Width	100'	80'	100'	80'	80'	80'
Maximum Building Height	35'	35'	40'	40'	45'	65'
Maximum Density	--	--	8 DU/Acre	12 DU/Acre	14/DU/Acre	21 DU/Acre
Setbacks (Prior to Subdividing into Individual DU Lots)						
Minimum Required Front Yard	25'	25'	25'*	25'*	25'*	25'* **
Minimum Required Corner Side Yard	25'	25'	25'*	25'*	25'*	25'* **
Minimum Required Side Yard	8'	5'	5' if that side yard abuts RM District, otherwise 15'	5' if that side yard abuts RM District, otherwise 15'	5' if that side yard abuts RM District, otherwise 15'	10'***
Minimum Required Rear Yard	30'	30'	30'	30'	30'	30'***

Bulk (After Subdividing into Individual DU Lots)						
Minimum Lot Area	5,000 SF	4,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF
Minimum Frontage	25'	20'	10'	10'	10'	10'
Minimum Lot Width	50'	40'	15'	15'	15'	15'
Maximum Building Height	35'	35'	40'	40'	40'	40'
Setbacks (After Subdividing into Individual DU Lots)						
Minimum Required Front Yard	25'	25'	25'*	25'*	25'*	25'* **
Minimum Required Corner Side Yard	25'	25'	25'*	25'*	25'*	25'* **
Minimum Required Side Yard (Between Units)	0'	0'	0'	0'	0'	0'
Minimum Required Side Yard (at the End of Units)	8'	5'	5' if that side yard abuts RM District, otherwise 15'	5' if that side yard abuts RM District, otherwise 15'	5' if that side yard abuts RM District, otherwise 15'	10' **
Minimum Required Rear Yard	30'	30'	30'	30'	30'	30' **
* Townhouses may reduce setback to a minimum of 20' except when garage doors face a public street. Notwithstanding the foregoing, there shall be a minimum setback of 20' to any sidewalk or street edge ** One foot of additional setback is required for every one-foot of building height above 45'						

SECTION 2. AMENDMENT OF ORDINANCE. Subparagraph 2 Section 168.03 of the North Liberty Code of Ordinances, is amended as follows:

2. Dimensional Standards.

	Table 168.03 Dimensional Standards SF = Square Feet, ' = Feet					
	C-1-A	C-1-B	C-2	C-3	CUC-3	O/RP
Bulk						
Minimum Lot Area	None	None	None	20,000 SF	20,000 SF	1.5 acres
Minimum Frontage	35'	35'	35'	35	35	100'
Minimum Lot Width	35'	35'	35'	35'	35'	150'
Maximum Building Height	45'	45'	45'	75'*	75'	75'

Setbacks						
Minimum Required Front Yard	0'	25'	25'	25'	10'	50'
Minimum Required Corner Side Yard	0'	25'	25'	25'	10'	50'
Minimum Required Side Yard	0'	10'	10'	10', unless abutting a residential district then 20'*	0' unless abutting a residential district then 10'*	20'
Minimum Required Rear Yard	10'	10' unless abutting a residential district then 20'*	10' unless abutting a residential district then 20'*	10' unless abutting a residential district then 20'*	0' unless abutting a residential district then 10'*	50'
* One foot of additional setback as measured from a lot line of property within a residential district for every one-foot building height above 35 feet. Notwithstanding the foregoing, the additional setback is <u>not</u> required when the lot line is adjacent to Muddy Creek						

SECTION 3. AMENDMENT OF ORDINANCE. Subparagraphs 1, 16, 19, 44, 47, 48, 51, 69, 71 and 75 of Section 168.07 of the North Liberty Code of Ordinances is amended as follows:

1. Accessory Dwelling Unit (ADU).
 - A. Defined. Accessory Dwelling Unit (ADU) means an additional self-contained single-unit dwelling that provides living facilities on the same lot as a primary single-unit dwelling. ADUs can be attached, detached, or repurposed from existing space within the primary dwelling.
 - B. Use Standards.
 - (1) A property shall be limited to one ADU not exceeding 1,000 square feet, or 50% of the total assessed living area of the residence in accordance with Johnson County Assessor's Office records, whichever is larger.
 - (2) Each ADU must be located on a frost-protected perimeter foundation.
 - (3) Each ADU is subject to the maximum height and minimum setback requirements in the underlying zoning district.
 - (4) No ADU shall be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
 - (5) Detached ADUs shall may be standalone structures and not be attached or in combination with any other structures part of an accessory structure such as a detached garage.
16. Building Trades and Services
 - A. Defined. Building Trades and Services means an establishment that undertakes activities related to building construction projects, as well as those that provide repair and maintenance services to buildings, including building systems, home appliances, and the like. These specialized trade contractors may work on subcontract from a general contractor, performing only part of the work covered by the general contract, or they may work directly for the owner of the building or project. Building and Trade Services uses primarily perform their work at the site of the structure being constructed or serviced, although they also may have shops where they perform work incidental to the job site. Examples of building

trades and services include electrical, plumbing, heating, and air conditioning contractors, painting, masons, stone and tile setters, glass and glazing services.

B. Use Standards.

- (1) Building area shall be limited to 7,500 square feet in the C-2 and C-3 Districts.
- (2) Vehicles such as cars, vans and pickup trucks shall be permitted in designated parking spaces in any location. Box trucks, and other similar vehicles, along with trailers which may be pulled by permitted vehicles, shall also be permitted in designated parking spaces, but shall not be located within a front or corner side yard. Smaller equipment such as skid loaders, forklifts, etc. may be permitted, provided they are stored indoors or inside enclosed trailers. Heavy vehicles and equipment such as tractor trailers, semi-trucks, construction equipment, and other large specialty vehicles as determined by Code Official shall be prohibited.
- (3) Outdoor storage shall only be permitted in the I-1 District.
 - (a) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (b) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
- (4) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.

19. Child Care Home.

A. Defined. Child Care Home means a residential dwelling where care and supervision is provided by a permanent occupant of the dwelling for five or fewer children in a protective setting for a portion of a day, where no state registration is required.

B. Use Standards.

- (1) The resident occupant shall be the principal child care home provider, and shall be present during operating hours.
- (2) The exterior of a child care home shall not be altered in any way which alters the residential character of an existing structure.
- (3) A child care home must provide an off-street pickup/drop off area which achieves consistency with Section 169.01.
- (4) No signs are permitted for a child care home.
- (5) A child care home is permitted to have only one employee which is over the age of 14. One off-street parking area shall be provided for the employee. Family members are not considered employees for the purpose of this section.
- (6) A child care home shall be subject to the provisions of 169.0605(6).

44. Greenhouse/Nursery - Retail.

- A. Defined. Retail Greenhouse/Nursery means an establishment where flowers, shrubbery, vegetables, trees, and other horticultural and floricultural products are propagated and sold, and may include gardening and landscape supplies and products, such as hardware, garden tools and utensils, paving stones and bricks, and other related items for sale. If all such activities are indoors with no outdoor component (growing, displays, storage, sales), then such use is considered a retail goods establishment.
- B. Use Standards.
 - (1) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (2) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.

47. Heavy Rental and Service Establishment.

- A. Defined. Heavy Rental and Service Establishment means rental, and/or service establishments of a heavier and larger-scale commercial character typically requiring permanent outdoor service and storage areas and/or partially enclosed structures. Examples of heavy rental and service establishments include truck rental establishments, amusement equipment rental, and sales, rental, and repair of heavy equipment.
- B. Use Standards.
 - (1) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (2) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.

48. Heavy Retail Establishment.

A. Defined. Heavy Retail Establishment means retail centers of a heavier and larger-scale commercial character typically requiring permanent outdoor storage areas and/or partially enclosed structures. Examples of heavy retail establishments include large-scale home improvement centers with outdoor storage and display, lumberyards, recreational vehicle dealerships, and sales of heavy equipment. Wholesale establishments that sell to the general public, including those establishments where membership is required, are not considered heavy retail establishments if there is no outdoor storage and/or display. Equipment rental is permitted if conducted solely inside the principal structure.

B. Use Standards.

- (1) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
- (2) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
- (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use..

51. Industrial - Light.

A. Defined. Light Industrial means research and development activities, and the manufacture, fabrication, processing, reduction, and/or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, and/or appearance, where such activities are conducted wholly within an enclosed building. A light industrial use may also include a showroom, ancillary sales of products related to the items manufactured or stored on-site, and/or ancillary outdoor storage.

B. Use Standards.

- (1) Outdoor service or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
- (2) Outdoor service or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
- (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.

69. Restaurant.

- A. Defined. Restaurant means an establishment where food and drinks, including alcoholic beverages, are provided to the public for on-premises consumption by seated patrons and/or for carry-out service.
- B. Use Standards. None

71. Salvage Yard

- A. Defined. Salvage yard means an establishment where vehicles or other machinery is broken up and the parts saved and processed for resale.
- B. Use Standards.
 - (1) Outdoor service or storage areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (2) Outdoor service or storage areas shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.:

75. Storage Yard – Outdoor (Principal Use).

- A. Defined. Outdoor storage means the storage of material outdoors as a principal use of land for more than 24 hours.
- B. Use Standards.
 - (1) Outdoor storage areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (2) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.:

SECTION 4. AMENDMENT OF ORDINANCE. Subparagraph 2(F) Section 169.01 of the North Liberty Code of Ordinances, is amended as follows:

- F. Setbacks. Off-street parking spaces and drive aisles within a parking lot or structure must be designed in accordance with the minimum dimensions in Table 169.01-B Off-Street Parking and Loading Setbacks.

Table 169.01-B: Off-Street Parking and Loading Setbacks			
District	Front/Corner Lot Line	Side Lot Line	Rear Lot Line
ID, RS, RD	25 feet ¹	3 feet ²	3 feet
R-MH	10 feet ³	5 feet	5 feet
RM, C, I, P	10 feet	5 feet	5 feet
O/RP	25 feet	10 feet	10 feet
1. For residential uses off-street parking areas may be within the front or corner side yard, but shall not occupy greater than 50 percent of the required yard and shall not provide greater than one parking space in addition to that provided in the travel portion of the driveway. Notwithstanding the foregoing, the two required parking spaces for single and two-unit dwellings may be located within either the required front or corner side yard if no garage exists and there is inadequate area to locate one of the parking spaces in the side or rear yard subject to the condition that driveway be a maximum 20 feet in width. 2. No setback required on an interior side lot line for two-unit single-unit zero lot line dwellings buildings or townhouse dwellings. 3. Off-street parking areas may be within the front yard. 4. In any district where off-street joint access is provided, the required setback on an interior side lot line may be reduced if a joint access easement agreement is recorded between the two lots.			

SECTION 5. AMENDMENT OF ORDINANCE. Subparagraphs 5 and 6 Section 169.02 of the North Liberty Code of Ordinances, is amended as follows:

5. Parking Lot Landscaping.
- A perimeter landscaping area is required for all parking lots adjacent to streets and public spaces such as a plaza, public seating area, or park. The landscaping treatment must run the full length of the parking lot perimeter and must be located between the lot line and the edge of the parking lot, with the exception of pedestrian walkways. The landscaped area must be improved as follows:
- Shrubs and/or ornamental grasses must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity.
 - A minimum of one shade tree must be provided for every 50 linear feet of perimeter landscape yard. Two ornamental trees may be substituted for one shade tree and must be spaced one ornamental tree every 25 feet. Trees may be spaced linearly on-center, or grouped to complement an overall design concept.
 - Trees within parking lot islands adjacent to parking lot landscaping areas may be included in the calculation for minimum number of required trees.

6. Parking Lot Interior Landscape.

All parking lots consisting of 15 or more spaces require interior parking lot landscape as described in this section.

- A. All rows of parking stalls must terminate in a parking lot island or landscape area.
- B. Where more than 15 parking stalls are provided in a row, one parking lot island must be provided between every 15 parking spaces. As part of the landscape plan approval, parking lot island locations may be varied based on specific site requirements or design scheme, but the total number of islands must be no less than the amount required of one island for every 15 spaces.
- C. Parking lot islands must be at least the same dimension as the parking stall. Double rows of parking must provide parking lot islands that are the same dimension as the double row.
- D. A minimum of one shade tree must be provided in every parking lot island or landscape area. If a parking lot island extends the width of a double row, then two shade trees are required. A tree is not required if there is insufficient area due to pedestrian accommodations (limited to connected walkways and outdoor seating areas) within the island.
- E. Underground water, sanitary sewer and storm sewer mains should be planned to avoid parking lot interior landscape areas. Where a conflict arises, required trees may be relocated to a practical location adjacent to the landscape area. The interior landscape area shall be planted with shallow-rooted ornamental grasses, native perennials, and/or shrubs.

SECTION 6. AMENDMENT OF ORDINANCE. Chapter 169.05 is amended by replacing the first unnumbered subparagraph and numbered subparagraphs 1, 2, 3 with the following language:

Accessory structures and uses shall occupy the same lot as the main use or building. No lot shall have an accessory structure or use without the principal use. No accessory structure shall be used as a dwelling unit, excepting only where those portions of the accessory structure are classified as a permitted detached Accessory Dwelling Unit (ADU) as defined in section 168.07(1). Accessory structures shall be constructed out of material intended for long-term exposure to the elements. Prohibited materials include, but are not limited to cloth, fabric, canvas, plastic sheets and tarps. Exceptions to the materials prohibition includes plastic for greenhouses and fabric and/or canvas for shade structures. Shipping containers are prohibited as an accessory structure.

- 1. Yard Encroachment.
No accessory building or use shall be located within any yard unless authorized by this Section and/or Section 169.08.
- 2. Freestanding Garages, Storage Buildings, Greenhouses, Gazebos, Pergolas, and other Similar Structures greater than 200 Square Feet Gross Floor Area.
 - A. RS, RD and ID districts shall be subject to the following:
 - (1) A maximum of one freestanding garage building, greenhouse, gazebo, pergola, or other similar structure greater than 200 square feet gross floor area. No other structure(s) greater than 200 square feet gross floor area are permitted if the property contains a detached Accessory Dwelling Unit (ADU) as defined in Section 168.07(1).

- (2) Freestanding garages. A maximum gross floor area of 850 square feet, inclusive of any detached ADU. RS district exception: on properties exceeding .5 acres but less than .75 acres, the maximum gross floor area shall be 1,000 square feet, inclusive of any detached ADU. On properties exceeding .75 acres but less than one acre, the maximum gross floor area shall be 1,200 square feet, inclusive of any detached ADU. On properties exceeding one acre, the maximum gross floor area shall be 1,400 square feet. Notwithstanding the foregoing, the gross floor area shall not exceed the total footprint of the residence, except where such requirement shall conflict with a permitted detached ADU.
- (3) All other structures besides freestanding garages. A maximum gross floor area of 600 square feet, inclusive of any detached ADU.
- (4) May be located within the rear yard subject to a five foot side and rear setback, except that accessory structures which are appurtenant to a permitted detached ADU are subject to the minimum setback requirements allowed for the ADU.
- (5) May be located within a side yard subject to meeting the required side and rear yard setbacks for the main building.
- (6) Must be situated a minimum 20 feet from a public or private right-of-way or improved alley, except that accessory structures which are appurtenant to a permitted detached ADU are subject to the minimum distance requirements allowed for the ADU.
- (7) May not be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (8) A maximum height of 15 feet, except that accessory structures which are appurtenant to a permitted detached ADU are subject to the maximum height requirements allowed for the ADU.

3. Storage Buildings and Greenhouses.

A. RS and RD districts shall be subject to the following:

- (1) A maximum two storage buildings, greenhouses or structures designed for other similar use, or any combination thereof, may be located within the rear yard.
- (2) Maximum 200 square feet gross floor area per structure.
- (3) A minimum of five feet from the side and rear property line.
- (4) A minimum of 10 feet from a public or private right-of-way alley.
- (5) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (6) Maximum building height of 10 feet.

~~B. R-MH district shall be subject to the following:~~

- ~~(1) A maximum one storage building, greenhouse or structure design for other similar use, or any combination therefore, may be located on the same space as the manufactured home in the side or rear yard.~~
- ~~(2) A maximum of 144 square feet gross floor area.~~
- ~~(3) A minimum of 10 feet from a public or private right-of-way alley.~~
- ~~(4) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.~~
- ~~(5) Maximum building height of 10 feet.~~

SECTION 7. AMENDMENT OF ORDINANCE. Chapter 169.05 is further amended by inserting the following new subparagraph 4, and renumbering the subsequent subparagraphs 4, 5, and 6 to 5, 6 and 7, respectively:

4. R-MH district specific regulations.

A. R-MH district shall be subject to the following:

- (1) A maximum one storage building, greenhouse or structure design for other similar use, or any combination therefore, with a maximum of 144 square feet gross floor area.
- (2) A maximum one carport with a maximum of 240 square feet gross floor area.
 - (a) The area beneath the carport shall contain an off-street parking space in accordance with Section 169.01(2), which has vehicular access from a street.
 - (b) The area beneath the carport is limited to the parking of vehicles.
- (3) May be located on the same space as the manufactured home in the side or rear yard
- (4) A minimum of 10 feet from a public or private right-of-way alley.
- (5) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (6) Maximum building height of 10 feet.

SECTION 8. AMENDMENT OF ORDINANCE. Section 169.10 of the North Liberty Code of Ordinances, is amended as follows:

169.10 DESIGN STANDARDS.

This section is intended to provide consistent high-quality general design standards for the community.

1. Purpose.

The purpose of this section is to ensure high-quality development to enhance community image and quality of life.

2. Requirements for All Districts.

~~The~~To the maximum extent permitted by Iowa Code § 414.1(1)(h), the following requirements shall be observed for development in all districts:

- A. Building design shall be visually harmonious and compatible with the neighborhood character.
- B. Buildings located on property with double frontages shall have similar wall design facing both streets.
- C. Buildings shall have a consistent architectural style throughout the development on each lot, as defined by repetition of exterior building material and colors, and architectural elements.
- D. 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.

- E. Special attention shall be taken to incorporate external mechanical equipment into the design such that it does not detract from the aesthetics of the site and building.
- F. 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 for principal buildings. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs for principal and accessory buildings shall not be corrugated or similar appearance. ~~The color of the roof shall be visually harmonious and compatible with the building color scheme.~~
- G. Roof top equipment shall be screened on all sides of the building as viewed in plan elevation.
- H. Reflective surfaces that may cause glare or traffic hazards are not acceptable.

SECTION 9. AMENDMENT OF ORDINANCE. Subparagraph 3 Section 173.12 of the North Liberty Code of Ordinances, is amended as follows:

- 3. Special SaleEvent Signs.
Special saleevent signs, including banner signs and vertical signs as specified by the City, may be displayed for no more than 10 continuous days up to five times per calendar year. Notwithstanding the foregoing, a new business may display such sign(s) for a period of 30 continuous days as a single event. Horizontal banners, yard signs, trailer signs, and all other similar signage are not allowed to substitute under any condition for the sign designs permitted by the City. ~~A permit is required.~~
 - A. Banner Signs.
 - (1) Sale and grand opening signs as defined herein are permitted in all zones except residential. Such signs shall be removed immediately upon termination of the special event or at the end of 10 days, whichever comes first.
 - (2) All such signs ~~must~~may be attached to the façade, ~~or wall, or window~~ of the building ~~occupying or~~ conducting the ~~sale or~~ event which they advertise, or erected as freestanding on temporary posts/supports ~~within one foot of the façade, wall, or window.~~
 - (3) No business shall have more than two such signs for each façade or wall of the building to which they are attached.
 - (4) The total sign size shall not exceed 50 percent of the size of the permitted wall sign or 25 square feet in area, whichever is greater.
 - B. Vertical Signs.
 - (1) Special event vertical as defined herein are permitted in all zones except residential. Such signs shall be removed immediately upon termination of the special event or at the end of 10 days, whichever comes first. Only sail-shaped vertical flag signs consistent with City specifications are allowed under these rules.
 - (2) The signs may be inserted into the ground, freestanding on a weighted base, or attached to a building, but in all cases shall be kept vertical.
 - (3) The signs shall be located only on the private property hosting the event, and not within any part of the City right-of-way.

- (4) The number of vertical signs allowed per property shall be as follows:
- a. For lots with a single business: Two signs per street frontage are permitted; however, one additional sign is permitted for each additional 50 feet of frontage over 100'.
 - b. For multi-tenant lots: Two signs per street frontage are permitted; however, one additional sign is permitted for each additional 50 feet of frontage over 100'. Tenants of multi-tenant lots shall ensure that collectively the display of vertical signs does not exceed the maximum number requirement, and any fines or penalties assessed for violation of these requirements may be assessed to the owners of all such signs placed on the multi-tenant lot.

SECTION 10. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 11. 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 12. 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 13. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____, 2026.

Second reading on _____, 2026.

Third and final reading on _____, 2026.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ORDINANCE NO. 2026-15

AN ORDINANCE AMENDING CHAPTER 168 OF THE NORTH LIBERTY CODE OF ORDINANCES, GOVERNING DIMENSIONAL STANDARDS AND USE DEFINED AND USE STANDARDS, CHAPTER 169 OF THE NORTH LIBERTY CODE OF ORDINANCES GOVERNING OFF STREET PARKING AND LOADING, LANDSCAPING REQUIREMENTS, ACCESSORY STRUCTURES AND USES AND DESIGN STANDARDS AND CHAPTER 173 OF THE NORTH LIBERTY CODE OF ORDINANCES REGARDING TEMPORARY SIGNS

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

SECTION 1. AMENDMENT OF ORDINANCE. Subparagraph 5(B) Section 168.02 of the North Liberty Code of Ordinances, is amended as follows:

B. RD and RM Districts.

	Table 168.02-B Dimensional Standards SF = Square Feet, DU = Dwelling Unit, ' = Feet					
	RD-8	RD-10	RM-8	RM-12	RM-14	RM-21
Bulk (Prior to Subdividing into DU Individual Lots)						
Minimum Lot Area	10,000 SF	9,000 SF	12,000 SF	9,000 SF	9,000 SF	21,780 SF
Minimum Frontage	40'	35'	75'	50'	50'	50'
Minimum Lot Width	100'	80'	100'	80'	80'	80'
Maximum Building Height	35'	35'	40'	40'	45'	65'
Maximum Density	--	--	8 DU/Acre	12 DU/Acre	14/DU/Acre	21 DU/Acre
Setbacks (Prior to Subdividing into Individual DU Lots)						
Minimum Required Front Yard	25'	25'	25'*	25'*	25'*	25'* **
Minimum Required Corner Side Yard	25'	25'	25'*	25'*	25'*	25'* **
Minimum Required Side Yard	8'	5'	5' if that side yard abuts RM District, otherwise 15'	5' if that side yard abuts RM District, otherwise 15'	5' if that side yard abuts RM District, otherwise 15'	10'***
Minimum Required Rear Yard	30'	30'	30'	30'	30'	30'***

Bulk (After Subdividing into Individual DU Lots)						
Minimum Lot Area	5,000 SF	4,500 SF	1,500 SF	1,500 SF	1,500 SF	1,500 SF
Minimum Frontage	25'	20'	10'	10'	10'	10'
Minimum Lot Width	50'	40'	15'	15'	15'	15'
Maximum Building Height	35'	35'	40'	40'	40'	40'
Setbacks (After Subdividing into Individual DU Lots)						
Minimum Required Front Yard	25'	25'	25'*	25'*	25'*	25'* **
Minimum Required Corner Side Yard	25'	25'	25'*	25'*	25'*	25'* **
Minimum Required Side Yard (Between Units)	0'	0'	0'	0'	0'	0'
Minimum Required Side Yard (at the End of Units)	8'	5'	5' if that side yard abuts RM District, otherwise 15'	5' if that side yard abuts RM District, otherwise 15'	5' if that side yard abuts RM District, otherwise 15'	10'***
Minimum Required Rear Yard	30'	30'	30'	30'	30'	30'***
* Townhouses may reduce setback to a minimum of 20' except when garage doors face a public street. Notwithstanding the foregoing, there shall be a minimum setback of 20' to any sidewalk or street edge ** One foot of additional setback is required for every one-foot of building height above 45'						

SECTION 2. AMENDMENT OF ORDINANCE. Subparagraph 2 Section 168.03 of the North Liberty Code of Ordinances, is amended as follows:

2. Dimensional Standards.

Table 168.03 Dimensional Standards SF = Square Feet, ' = Feet						
	C-1-A	C-1-B	C-2	C-3	CU C-3	O/RP
Bulk						
Minimum Lot Area	None	None	None	20,000 SF	20,000 SF	1.5 acres
Minimum Frontage	35'	35'	35'	35	35	100'
Minimum Lot Width	35'	35'	35'	35'	35'	150'
Maximum Building Height	45'	45'	45'	75'	75'	75'

Setbacks						
Minimum Required Front Yard	0'	25'	25'	25'	10'	50'
Minimum Required Corner Side Yard	0'	25'	25'	25'	10'	50'
Minimum Required Side Yard	0'	10'	10'	10', unless abutting a residential district then 20'*	0' unless abutting a residential district then 10'*	20'
Minimum Required Rear Yard	10'	10' unless abutting a residential district then 20'*	10' unless abutting a residential district then 20'*	10' unless abutting a residential district then 20'*	0' unless abutting a residential district then 10'*	50'
* One foot of additional setback as measured from a lot line of property within a residential district for every one-foot building height above 35 feet. Notwithstanding the foregoing, the additional setback is not required when the lot line is adjacent to Muddy Creek						

SECTION 3. AMENDMENT OF ORDINANCE. Subparagraphs 1, 16, 19, 44, 47, 48, 51, 69, 71 and 75 of Section 168.07 of the North Liberty Code of Ordinances is amended as follows:

1. Accessory Dwelling Unit (ADU).
 - A. Defined. Accessory Dwelling Unit (ADU) means an additional single-unit dwelling that provides living facilities on the same lot as a single-unit dwelling. ADUs can be attached, detached, or repurposed from existing space within the primary dwelling.
 - B. Use Standards.
 - (1) A property shall be limited to one ADU not exceeding 1,000 square feet, or 50% of the total assessed living area of the residence in accordance with Johnson County Assessor's Office records, whichever is larger.
 - (2) Each ADU must be located on a frost-protected perimeter foundation.
 - (3) Each ADU is subject to the maximum height and minimum setback requirements in the underlying zoning district.
 - (4) No ADU shall be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
 - (5) Detached ADUs may be standalone structures or part of an accessory structure such as a detached garage.

16. Building Trades and Services
 - A. Defined. Building Trades and Services means an establishment that undertakes activities related to building construction projects, as well as those that provide repair and maintenance services to buildings, including building systems, home appliances, and the like. These specialized trade contractors may work on subcontract from a general contractor, performing only part of the work covered by the general contract, or they may work directly for the owner of the building or project. Building and Trade Services uses primarily perform their work at the site of the structure being constructed or serviced, although they also may have

shops where they perform work incidental to the job site. Examples of building trades and services include electrical, plumbing, heating, and air conditioning contractors, painting, masons, stone and tile setters, glass and glazing services.

B. Use Standards.

- (1) Building area shall be limited to 7,500 square feet in the C-2 and C-3 Districts.
- (2) Vehicles such as cars, vans and pickup trucks shall be permitted in designated parking spaces in any location. Box trucks, and other similar vehicles, along with trailers which may be pulled by permitted vehicles, shall also be permitted in designated parking spaces, but shall not be located within a front or corner side yard. Smaller equipment such as skid loaders, forklifts, etc. may be permitted, provided they are stored indoors or inside enclosed trailers. Heavy vehicles and equipment such as tractor trailers, semi-trucks, construction equipment, and other large specialty vehicles as determined by Code Official shall be prohibited.
- (3) Outdoor storage shall only be permitted in the I-1 District.
 - (a) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (b) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
- (4) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.

19. Child Care Home.

A. Defined. Child Care Home means a residential dwelling where care and supervision is provided by a permanent occupant of the dwelling for five or fewer children in a protective setting for a portion of a day, where no state registration is required.

B. Use Standards.

- (1) The resident occupant shall be the principal child care home provider, and shall be present during operating hours.
- (2) The exterior of a child care home shall not be altered in any way which alters the residential character of an existing structure.
- (3) A child care home must provide an off-street pickup/drop off area which achieves consistency with Section 169.01.
- (4) No signs are permitted for a child care home.
- (5) A child care home is permitted to have only one employee which is over the age of 14. One off-street parking area shall be provided for the

employee. Family members are not considered employees for the purpose of this section.

- (6) A child care home shall be subject to the provisions of 169.05(6).

44. Greenhouse/Nursery - Retail.

- A. Defined. Retail Greenhouse/Nursery means an establishment where flowers, shrubbery, vegetables, trees, and other horticultural and floricultural products are propagated and sold, and may include gardening and landscape supplies and products, such as hardware, garden tools and utensils, paving stones and bricks, and other related items for sale. If all such activities are indoors with no outdoor component (growing, displays, storage, sales), then such use is considered a retail goods establishment.
- B. Use Standards.
 - (1) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (2) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.

47. Heavy Rental and Service Establishment.

- A. Defined. Heavy Rental and Service Establishment means rental, and/or service establishments of a heavier and larger-scale commercial character typically requiring permanent outdoor service and storage areas and/or partially enclosed structures. Examples of heavy rental and service establishments include truck rental establishments, amusement equipment rental, and sales, rental, and repair of heavy equipment.
- B. Use Standards.
 - (1) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (2) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.

48. Heavy Retail Establishment.
- A. Defined. Heavy Retail Establishment means retail centers of a heavier and larger-scale commercial character typically requiring permanent outdoor storage areas and/or partially enclosed structures. Examples of heavy retail establishments include large-scale home improvement centers with outdoor storage and display, lumberyards, recreational vehicle dealerships, and sales of heavy equipment. Wholesale establishments that sell to the general public, including those establishments where membership is required, are not considered heavy retail establishments if there is no outdoor storage and/or display. Equipment rental is permitted if conducted solely inside the principal structure.
- B. Use Standards.
- (1) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (2) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use..
51. Industrial - Light.
- A. Defined. Light Industrial means research and development activities, and the manufacture, fabrication, processing, reduction, and/or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, and/or appearance, where such activities are conducted wholly within an enclosed building. A light industrial use may also include a showroom, ancillary sales of products related to the items manufactured or stored on-site, and/or ancillary outdoor storage.
- B. Use Standards.
- (1) Outdoor service or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (2) Outdoor service or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.

69. Restaurant.
- A. Defined. Restaurant means an establishment where food and drinks, including alcoholic beverages, are provided to the public for on-premises consumption by seated patrons and/or for carry-out service.
 - B. Use Standards. None
71. Salvage Yard
- A. Defined. Salvage yard means an establishment where vehicles or other machinery is broken up and the parts saved and processed for resale.
 - B. Use Standards.
 - (1) Outdoor service or storage areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (2) Outdoor service or storage areas shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.
75. Storage Yard – Outdoor (Principal Use).
- A. Defined. Outdoor storage means the storage of material outdoors as a principal use of land for more than 24 hours.
 - B. Use Standards.
 - (1) Outdoor storage areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (2) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (3) See Section 169.05(5)(B) for outdoor storage areas as an accessory use.

SECTION 4. AMENDMENT OF ORDINANCE. Subparagraph 2(F) Section 169.01 of the North Liberty Code of Ordinances, is amended as follows:

- F. Setbacks. Off-street parking spaces and drive aisles within a parking lot or structure must be designed in accordance with the minimum dimensions in Table 169.01-B Off-Street Parking and Loading Setbacks.

Table 169:01-B: Off-Street Parking and Loading Setbacks			
District	Front/Corner Lot Line	Side Lot Line	Rear Lot Line
ID, RS, RD	25 feet ¹	3 feet ²	3 feet
R-MH	10 feet ³	5 feet	5 feet
RM, C, I, P	10 feet	5 feet	5 feet
O/RP	25 feet	10 feet	10 feet
1. For residential uses off-street parking areas may be within the front or corner side yard, but shall not occupy greater than 50 percent of the required yard and shall not provide greater than one parking space in addition to that provided in the travel portion of the driveway. Notwithstanding the foregoing, the two required parking spaces for single and two-unit dwellings may be located within either the required front or corner side yard if no garage exists and there is inadequate area to locate one of the parking spaces in the side or rear yard subject to the condition that driveway be a maximum 20 feet in width. 2. No setback required on an interior side lot line for single-unit zero lot line dwellings or townhouse dwellings. 3. Off-street parking areas may be within the front yard. 4. In any district where off-street joint access is provided, the required setback on an interior side lot line may be reduced if a joint access easement agreement is recorded between the two lots.			

SECTION 5. AMENDMENT OF ORDINANCE. Subparagraphs 5 and 6 Section 169.02 of the North Liberty Code of Ordinances, is amended as follows:

5. Parking Lot Landscaping.
- A perimeter landscaping area is required for all parking lots adjacent to streets and public spaces such as a plaza, public seating area, or park. The landscaping treatment must run the full length of the parking lot perimeter and must be located between the lot line and the edge of the parking lot, with the exception of pedestrian walkways. The landscaped area must be improved as follows:
- A. Shrubs and/or ornamental grasses must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity.
 - B. A minimum of one shade tree must be provided for every 50 linear feet of perimeter landscape yard. Two ornamental trees may be substituted for one shade tree and must be spaced one ornamental tree every 25 feet. Trees may be spaced linearly on-center, or grouped to complement an overall design concept.
 - C. Trees within parking lot islands adjacent to parking lot landscaping areas may be included in the calculation for minimum number of required trees.

6. Parking Lot Interior Landscape.

All parking lots consisting of 15 or more spaces require interior parking lot landscape as described in this section.

- A. All rows of parking stalls must terminate in a parking lot island or landscape area.
- B. Where more than 15 parking stalls are provided in a row, one parking lot island must be provided between every 15 parking spaces. As part of the landscape plan approval, parking lot island locations may be varied based on specific site requirements or design scheme, but the total number of islands must be no less than the amount required of one island for every 15 spaces.
- C. Parking lot islands must be at least the same dimension as the parking stall. Double rows of parking must provide parking lot islands that are the same dimension as the double row.
- D. A minimum of one shade tree must be provided in every parking lot island or landscape area. If a parking lot island extends the width of a double row, then two shade trees are required. A tree is not required if there is insufficient area due to pedestrian accommodations (limited to connected walkways and outdoor seating areas) within the island.
- E. Underground water, sanitary sewer and storm sewer mains should be planned to avoid parking lot interior landscape areas. Where a conflict arises, required trees may be relocated to a practical location adjacent to the landscape area. The interior landscape area shall be planted with shallow-rooted ornamental grasses, native perennials, and/or shrubs.

SECTION 6. AMENDMENT OF ORDINANCE. Chapter 169.05 is amended by replacing the first unnumbered subparagraph and numbered subparagraphs 1, 2, 3 with the following language:

Accessory structures and uses shall occupy the same lot as the main use or building. No lot shall have an accessory structure or use without the principal use. No accessory structure shall be used as a dwelling unit, excepting only where those portions of the accessory structure are classified as a permitted detached Accessory Dwelling Unit (ADU) as defined in section 168.07(1). Accessory structures shall be constructed out of material intended for long-term exposure to the elements. Prohibited materials include, but are not limited to cloth, fabric, canvas, plastic sheets and tarps. Exceptions to the materials prohibition includes plastic for greenhouses and fabric and/or canvas for shade structures. Shipping containers are prohibited as an accessory structure.

- 1. Yard Encroachment.
No accessory building or use shall be located within any yard unless authorized by this Section and/or Section 169.08.
- 2. Freestanding Garages, Storage Buildings, Greenhouses, Gazebos, Pergolas, and other Similar Structures greater than 200 Square Feet Gross Floor Area.
 - A. RS, RD and ID districts shall be subject to the following:
 - (1) A maximum of one freestanding garage building, greenhouse, gazebo, pergola, or other similar structure greater than 200 square feet gross floor area. No other structure(s) greater than 200 square feet gross floor area

are permitted if the property contains a detached Accessory Dwelling Unit (ADU) as defined in Section 168.07(1).

- (2) Freestanding garages. A maximum gross floor area of 850 square feet, inclusive of any detached ADU. RS district exception: on properties exceeding .5 acres but less than .75 acres, the maximum gross floor area shall be 1,000 square feet, inclusive of any detached ADU. On properties exceeding .75 acres but less than one acre, the maximum gross floor area shall be 1,200 square feet, inclusive of any detached ADU. On properties exceeding one acre, the maximum gross floor area shall be 1,400 square feet. Notwithstanding the foregoing, the gross floor area shall not exceed the total footprint of the residence, except where such requirement shall conflict with a permitted detached ADU.
- (3) All other structures besides freestanding garages. A maximum gross floor area of 600 square feet, inclusive of any detached ADU.
- (4) May be located within the rear yard subject to a five foot side and rear setback, except that accessory structures which are appurtenant to a permitted detached ADU are subject to the minimum setback requirements allowed for the ADU.
- (5) May be located within a side yard subject to meeting the required side and rear yard setbacks for the main building.
- (6) Must be situated a minimum 20 feet from a public or private right-of-way or improved alley, except that accessory structures which are appurtenant to a permitted detached ADU are subject to the minimum distance requirements allowed for the ADU.
- (7) May not be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (8) A maximum height of 15 feet, except that accessory structures which are appurtenant to a permitted detached ADU are subject to the maximum height requirements allowed for the ADU.

3. Storage Buildings and Greenhouses.

A. RS and RD districts shall be subject to the following:

- (1) A maximum two storage buildings, greenhouses or structures designed for other similar use, or any combination thereof, may be located within the rear yard.
- (2) Maximum 200 square feet gross floor area per structure.
- (3) A minimum of five feet from the side and rear property line.
- (4) A minimum of 10 feet from a public or private right-of-way alley.
- (5) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (6) Maximum building height of 10 feet.

SECTION 7. AMENDMENT OF ORDINANCE. Chapter 169.05 is further amended by inserting the following new subparagraph 4, and renumbering the subsequent subparagraphs 4, 5, and 6 to 5, 6 and 7, respectively:

4. R-MH district specific regulations.
 - A. R-MH district shall be subject to the following:
 - (1) A maximum one storage building, greenhouse or structure design for other similar use, or any combination therefore, with a maximum of 144 square feet gross floor area.
 - (2) A maximum one carport with a maximum of 240 square feet gross floor area.
 - (a) The area beneath the carport shall contain an off-street parking space in accordance with Section 169.01(2), which has vehicular access from a street.
 - (b) The area beneath the carport is limited to the parking of vehicles.
 - (3) May be located on the same space as the manufactured home in the side or rear yard
 - (4) A minimum of 10 feet from a public or private right-of-way alley.
 - (5) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
 - (6) Maximum building height of 10 feet.

SECTION 8. AMENDMENT OF ORDINANCE. Section 169.10 of the North Liberty Code of Ordinances, is amended as follows:

169.10 DESIGN STANDARDS.

This section is intended to provide consistent high-quality general design standards for the community.

1. Purpose.

The purpose of this section is to ensure high-quality development to enhance community image and quality of life.
2. Requirements for All Districts.

To the maximum extent permitted by Iowa Code § 414.1(1)(h), the following requirements shall be observed for development in all districts:

 - A. Building design shall be visually harmonious and compatible with the neighborhood character.
 - B. Buildings located on property with double frontages shall have similar wall design facing both streets.
 - C. Buildings shall have a consistent architectural style throughout the development on each lot, as defined by repetition of exterior building material and colors, and architectural elements.
 - D. 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.

- E. Special attention shall be taken to incorporate external mechanical equipment into the design such that it does not detract from the aesthetics of the site and building.
- F. 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 for principal buildings. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs for principal and accessory buildings shall not be corrugated or similar appearance.
- G. Roof top equipment shall be screened on all sides of the building as viewed in plan elevation.
- H. Reflective surfaces that may cause glare or traffic hazards are not acceptable.

SECTION 9. AMENDMENT OF ORDINANCE. Subparagraph 3 Section 173.12 of the North Liberty Code of Ordinances, is amended as follows:

3. Special Event Signs.

Special event signs, including banner signs and vertical signs as specified by the City, may be displayed for no more than 10 continuous days up to five times per calendar year. Notwithstanding the foregoing, a new business may display such sign(s) for a period of 30 continuous days as a single event. Horizontal banners, yard signs, trailer signs, and all other similar signage are not allowed to substitute under any condition for the sign designs permitted by the City.

A. Banner Signs.

- (1) Sale and grand opening signs as defined herein are permitted in all zones except residential. Such signs shall be removed immediately upon termination of the special event or at the end of 10 days, whichever comes first.
- (2) All such signs may be attached to the façade or wall of the building conducting the event which they advertise, or erected as freestanding on temporary posts/supports.
- (3) No business shall have more than two such signs for each façade or wall of the building to which they are attached.
- (4) The total sign size shall not exceed 50 percent of the size of the permitted wall sign or 25 square feet in area, whichever is greater.

B. Vertical Signs.

- (1) Special event vertical as defined herein are permitted in all zones except residential. Such signs shall be removed immediately upon termination of the special event or at the end of 10 days, whichever comes first. Only sail-shaped vertical flag signs consistent with City specifications are allowed under these rules.

- (2) The signs may be inserted into the ground, freestanding on a weighted base, or attached to a building, but in all cases shall be kept vertical.
- (3) The signs shall be located only on the private property hosting the event, and not within any part of the City right-of-way.

- (4) The number of vertical signs allowed per property shall be as follows:
- a. For lots with a single business: Two signs per street frontage are permitted; however, one additional sign is permitted for each additional 50 feet of frontage over 100’.
 - b. For multi-tenant lots: Two signs per street frontage are permitted; however, one additional sign is permitted for each additional 50 feet of frontage over 100’. Tenants of multi-tenant lots shall ensure that collectively the display of vertical signs does not exceed the maximum number requirement, and any fines or penalties assessed for violation of these requirements may be assessed to the owners of all such signs placed on the multi-tenant lot.

SECTION 10. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 11. 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 12. 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 13. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on August 25, 2026.

Second reading on _____, 2026.

Third and final reading on _____, 2026.

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. 2026-15 in the Cedar Rapids Gazette on the ____ day of _____, 2026.

TRACEY MULCAHEY, CITY CLERK



Additional Information



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Community Relations Director Nick Bergus**
Date **Sept. 3, 2026**
Re **August 2026 Community Relations Staff Report**

Centennial Park

We continued to host a variety of public and private events at the space, plan for future events, learn lessons, experience some growing pains, and make adjustments.

September and October are busy with weddings, and have forced us to refine our staffing plans and policies. While Angela continues to bring Shea up to speed, we're looking forward to a slower period to review rates and policies more holistically.

As we near a year of operations, it's amazing to reflect on what we've learned and what we've done and how the new space has made so many of those operations easier.

City Slate

August offered Buckets & Boards at the amphitheater, and the Street Dance on Dubuque Street., the rescheduled Campout North Liberty, Elemental Circus was postponed to July 24 due to weather). Staff worked on plans for Buckets N Boards and Elemental Circus, both at Hy-Vee Amphitheater, and the third Street Dance. We're getting ready to start looking at next year's calendar. Details about City Slate events can be found at northlibertyiowa.gov/cityslate.

New Website

With the relaunched website, we continued to fine tune our workflows, making adjustments and identifying gaps. We also prepared for the launch of the Library's new website, which was scheduled for early September and will match the City's primary website.

Other Items

Staff represented North Liberty at Greater Iowa City, Inc. events, in the Homelessness Response Workgroup with Shelter House, the countywide Welcoming Week planning team, and the continued Art & Culture Plan work, and the Good Neighbor Book Club.

Summer Lunch & Fun continued to see high numbers and concluded on Aug. 14.

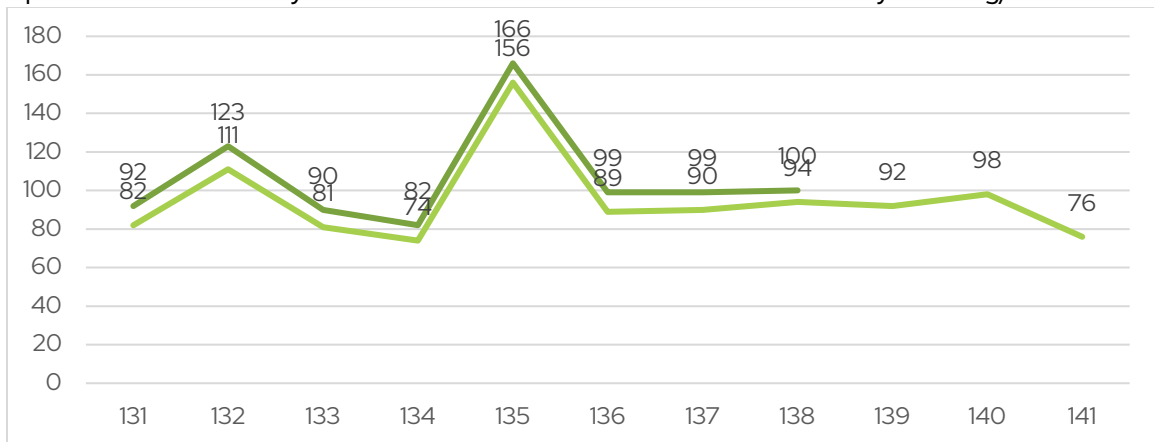
We issued news releases covering topics including activity highlights, upcoming shows, micromobility, the start of school, and more.

Completed Videos

Title	Requested By	Completed	Duration
Eye on: Volunteering	Community Relations	Aug 4	0:02
Planning Commission	Administration	Aug 4	0:25
Parks & Recreation Commission	Administration	Aug 6	1:10
Teen Dialog Project	Library	Aug 10	0:04
City Council	Administration	Aug 11	0:29
Tree & Storm Water	Administration	Aug 12	0:24
Library Board of Trustees	Administration	Aug 17	0:37
Hometown Pride & Water	Community Relations	Aug 18	0:02
Eye on: Muddy Creek	Community Relations	Aug 26	0:02
City Council	Administration	Aug 25	0:41
Total completed productions: 10		Duration of new video: 3.93 hours	

52317 Podcast

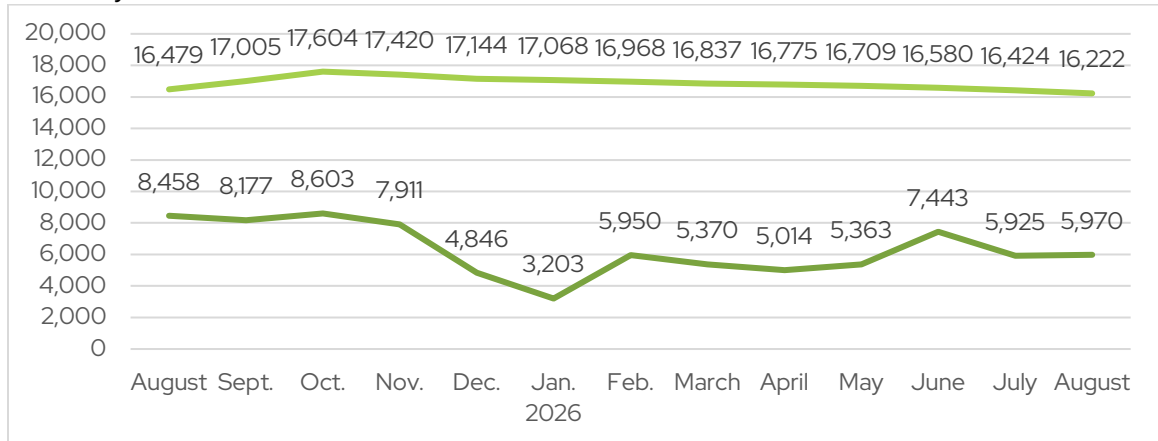
Episodes release every three weeks and can be found at northlibertyiowa.org/52317.



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

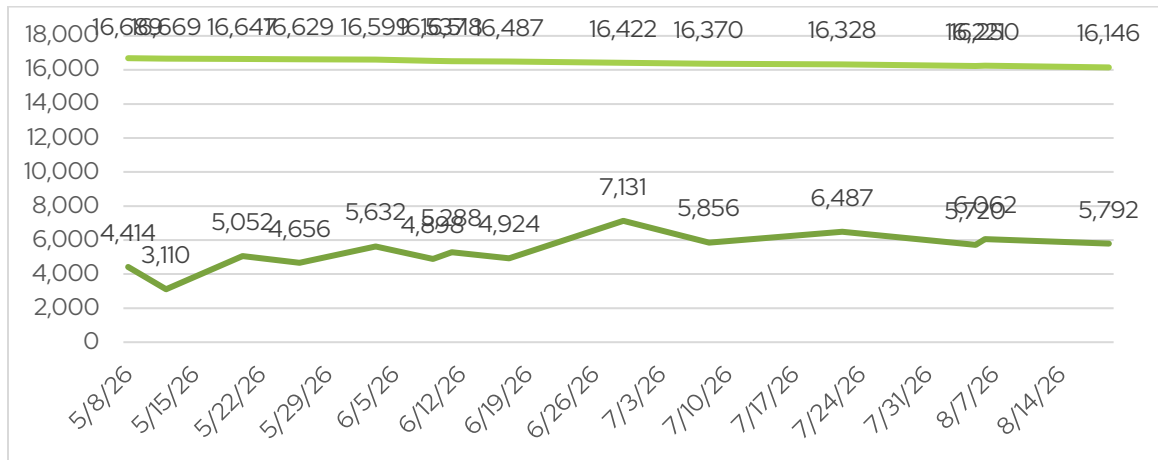
These emails offer news and updates in a friendly, approachable way on the first Thursday of each month.



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 events and leverage the city's email list. They are 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	Views	Followers	Members
August	122	413,921	4,161	7,893
July	286	396,639	4,118	7,874
June	326	702,411	4,090	7,853
May	243	720,367	4,035	7,851
April	116	239,211	4,013	7,805
March	146	82,137	3,978	7,717
Feb	137	312,500	3,948	7,687
Jan 2026	127	449,199	3,916	7,700
Dec	82	281,497	3,889	7,679
Nov	158	327,356	3,877	7,670
Oct	264	490,846	3,853	7,645
Sept	110	371,552	3,838	7,603
Aug	121	430,263	3,822	7,508

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 North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date September 3, 2026
Re Fire Department Report to Council – September 2026

Mayor & Members of the City Council,

New Station Design Progress

Department staff continue to work closely with the designers and architects on the new station design. We are now finalizing the specific technical details of the building. The design is progressing well. We remain confident that this collaborative process will yield an exceptional facility for our department.

Grant Awards & Equipment Acquisitions

Our department recently secured several grants through community partnerships to enhance our rescue capabilities:

- **Firehouse Subs Public Safety Foundation (\$37,999.85):** As reported in January, this grant funded a Polaris Ranger UTV customized for trail and off-road rescue. We took delivery this past month and are completing its final detailing. The unit has already been deployed for a medical incident on the trail behind Holiday Mobile Home Park. *(Image attached below)*
- **Country Financial (\$500.00):** Awarded for the creation of a ring removal kit. This includes specialized removal equipment and training props for hands-on practice.
- **Aureon / SouthSlope (\$965.00):** Awarded for contemporary rope rescue equipment. This purchase aligns our high-angle rescue gear with the systems currently used by Iowa City and Solon Fire Departments.
- **Alliant Energy (\$949.60):** Awarded for two mobile fall arresters. This funding expands our rope rescue cache and builds directly upon the Aureon grant.

We are deeply grateful for these community partners. Their support significantly expands our operational capabilities. Special recognition goes to Assistant Chief Bill Schmooke, whose outstanding work and continued success with these grant applications greatly benefits our department.

Training Updates

During August, department personnel completed intensive pump operations training. The training evolution required operators to seamlessly transition through three water sources:

1. Internal tank water
2. Nurse tanker setup
3. Hydrant pressure

To increase complexity, personnel managed these transitions while simultaneously pumping two hose lines of differing diameters and lengths. Our personnel achieved success across all shifts while identifying minor operational steps to polish moving forward.









North Liberty Fire Department 2026 Monthly/YTD Response Report

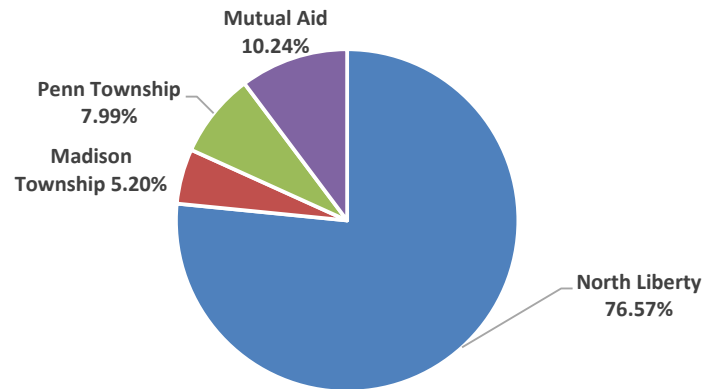
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	128	95	129	118	132	125	130	130					987	76.57%
Madison Township	7	6	5	9	10	14	12	4					67	5.20%
Penn Township	14	13	17	13	11	12	11	12					103	7.99%
Mutual Aid	12	21	18	12	14	19	23	13					132	10.24%
Total Responses	161	135	169	152	167	170	176	159					1289	

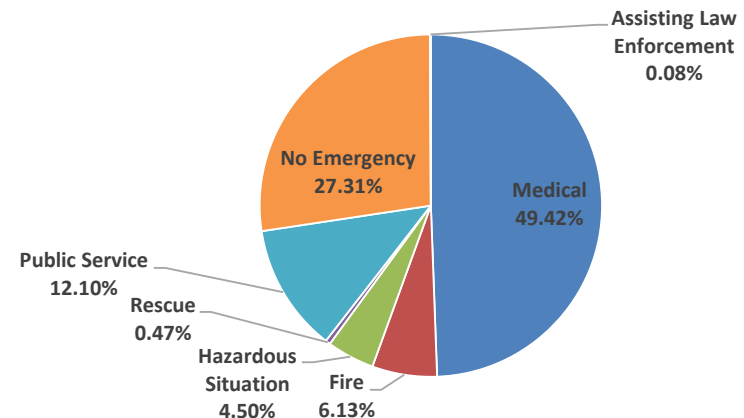
North Liberty Fire Department Responses By Primary Incident Group Type

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Medical	86	68	86	71	80	81	79	86					637	49.42%
Fire	6	12	11	10	10	11	8	11					79	6.13%
Hazardous Situation	6	6	6	2	10	13	7	8					58	4.50%
Rescue			1	1	1		1	2					6	0.47%
Public Service	25	14	19	22	31	12	22	11					156	12.10%
No Emergency	38	35	45	46	35	53	59	41					352	27.31%
Assisting Law Enforcement			1										1	0.08%
Total Responses	161	135	169	152	167	170	176	159					1289	

District Responses YTD



Primary Incident Type YTD





North Liberty Fire Department 2026 Monthly/YTD Response Report

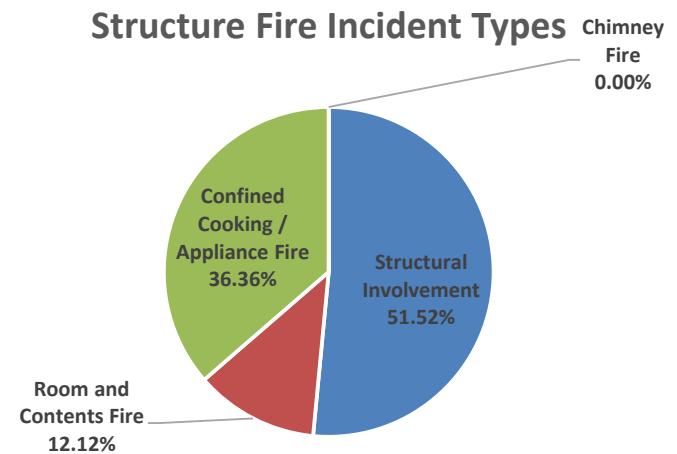
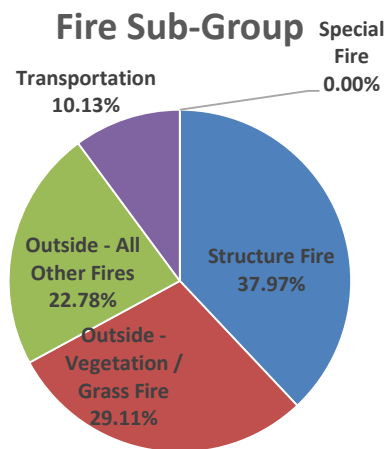
North Liberty Fire Department Responses By Fire Responses

North Liberty Fire Department Responses By Fire Sub-Group

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Structure Fire	4	3	1		3	7	5	7					30	37.97%
Outside - Vegetation / Grass Fire	2	6	4	6	4			1					23	29.11%
Outside - All Other Fires			6	1	3	3	2	3					18	22.78%
Transportation		3		3		1	1						8	10.13%
Special Fire														
Total Responses	6	12	11	10	10	11	8	11					79	

North Liberty Fire Department Responses By Structure Fire Incident Types

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Structural Involvement	2	1	1	2	2	5	4						17	51.52%
Room and Contents Fire		1				1	1	1					4	12.12%
Confined Cooking / Appliance Fire	2	1		1	1	1		6					12	36.36%
Chimney Fire														
Total Responses	4	3	1	3	3	7	5	7					33	





North Liberty Fire Department 2026 Monthly/YTD Response Report

Response Statistics All Call Types (Emergent & Non-Emergent Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date
Total Responses for Month	161	135	169	152	167	170	176	159	0	0	0	0	1289
90th Percentile Turnout Time - (Minutes)	3:00	3:00	2:48	2:56	3:21	3:17	2:47	2:56					3:00

Response Turnout Statistics (Emergent Incidents Only)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date
Total Emergent (Including Downgraded) Responses for Month	100	99	116	95	103	119	124	104					860
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	9	5	7	2	5	5	2	4					
# of Incidents with Turnout Time 2 Minutes or Less - Part-Time	24	27	10	8	16	14	5	4					
# of Incidents with Turnout Time 2 Minutes or Less - Full-Time	40	36	61	55	49	56	77	59					
# of Incidents with Turnout Time 2 Minutes or Less - Total	73	68	78	65	70	75	84	67					
% Incidents with Turnout Time 2 Minutes or Less	73.0%	68.7%	67.2%	68.4%	68.0%	63.0%	67.7%	64.4%					

**(Turnout Time is defined as Dispatch Time to Unit Enroute Time)

North Liberty Fire Department Auto/Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Coralville	6	12	5	4	8	11	13	3					62	4.81%
Iowa City			1	2		2							5	0.39%
Solon	3	4	2	4	2	2	2	2					21	1.63%
Swisher	1	3	4		2	3	2	5					20	1.55%
Tiffin	1	2	5	2	1	1	5	2					19	1.47%
Other Fire Departments	1		1		1		1	1					5	0.39%
Total Responses	12	21	18	12	14	19	23	13	0	0	0	0	132	10.24%

North Liberty Fire Department Auto/Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Coralville	6	7	3	3	9	10	9	9					56	4.34%
Iowa City	2			1	1		4	1					9	0.70%
Solon	4	2	1		2	2	5	4					20	1.55%
Swisher	5	3	4	4	5	4	7	3					35	2.72%
Tiffin	2	2	1		2	2	4	3					16	1.24%
Other Fire Departments	2	1	3				4						10	0.78%
Total Responses	21	15	12	8	19	18	33	20	0	0	0	0	146	11.33%



TO: City Administrator Ryan Heiar and North Liberty City Council
FROM: Jennie Garner, Library Director
DATE: September 3, 2026
SUBJECT: Monthly Library Report

Library News

September is National Library Card Sign Up Month. We continue to see increases in readership, checkouts, program attendance, and library card registrations. A huge thanks to our Johnson County Board of Supervisors for the Proclamation for Library Card Sign-Up Month included in this report.



As is our standard for August, the library staff takes a collective sigh as summer programming and hustle winds down and plans are well underway for the next round of programming. We finalize the State Library of Iowa Annual Survey and review the statistics from this last fiscal year. I wanted to share a small picture of our summer story here:

If you aren't familiar with the City's **Summer Lunch & Fun (SL&F)** program, we feed kids every weekday all summer. Kids (and adults when leftovers allow) receive a free lunch along with a program or activity. This includes the weekly summer reading program delivered by library staff, as well as rec programs and activities offered by community partners.

SL&F numbers sky rocketed this year. One mid-summer day, we had over 280 kids attend and we thought that would be a record and then one of the last days of the program, we hosted a record-breaking 308 kiddos! The dynamic library duo, Corrie and Corryn, who are often seen running summer lunch, used their magic to stretch 200 pre-packaged meals from Chick-fil-A, along with some on-hand provisions, into enough food for all attendees.

And it truly is magical to watch Corrie, our Assistant Adult Services Librarian, along with Abbi (Community Relations), Jennifer (Asst Library Director), Jonathan (Recreation), Corryn (Library Assistant, who has returned from college the last two summers and worked nearly every day of summer lunch), and several other support staff, pull off feeding so many children and their adults all summer long. With much support, Corrie has refined the SL&F into a well-oiled program over the last few years. This year, she and Abbi got their ServSafe Certifications through ISU Extension to create a safer experience, as well as coordinating much of the program. Jennifer also helps coordinate food donations and picks up food many days.

Here's a glimpse of the numbers and true community effort that goes into SL&F:

- Total meals served: 6,277
- Daily average of kids in attendance: 143
- Daily average of adults in attendance: 54
- Highest attendance day: 308
- Lowest attendance day: 43
- Number of volunteer slots available (including activity helpers and activity providers): 340

Restaurants who partnered with us:

- Andale Cantina Bar & Grill
- Chick-fil-A (Coral Ridge Mall)
- Fiesta Mexican Restaurant
- Golden Apple Buffet
- Pizza Ranch
- Reds Alehouse
- Taste Place
- Tin Roost
- Wildwood Smokehouse & Saloon

Donors:

- Scheels
- Sean McIntyre with Urban Acres
- Corda Credit Union
- South Slope
- North Liberty Optimists
- North Liberty Lions
- Hills Bank

Organizations who volunteered to serve or provide an activity:

- Scheels
- Sean McIntyre with Urban Acres
- Corda Credit Union
- South Slope
- North Liberty Optimists
- North Liberty Lions
- The Iowa Children's Museum
- LIFE House Church
- Grace Community Church
- iStroll Iowa City
- Midwest Chinese Academy
- First United Methodist Church
- Iowa Total Care
- DEN Lab
- United Action for Youth
- United Way
- Music4Life
- Iowa Heart Foundation

- Iowa City Bike Library
- Sugar Bottom Bikes
- 4-H through the ISU Extension Office
- Risen Savior Lutheran Church
- Garner Elementary
- Grant Elementary
- Penn Elementary
- Heritage Christian School
- Van Allen Elementary

As well as many individual community members!

In addition, our summer reading program was hugely popular this year and has been growing each year. Participant completion rates in 2026 nearly doubled from 2024 when we had 550 turn in reading logs. And 92 percent of the registrants turning in their finished logs is incredible!

2026 Stats

- 1040 registrations
- 956 completions (92% completion)
- 19% increase from last year and 115.8% increase from 2024 (when we had 443 completions)
- 12,556.5 hours read (523 days or almost a year and a half)

2025 Stats

- 1071 registrations
- 806 completions (75% completion)
- 82% increase from last year
- 10,714.5 hours read (446 days or almost 15 months)

Somer of our lunch program attendees helped make some thank you posters for all of our SL&F supporters:



Proclamation Library Card Sign-up Month September 2026

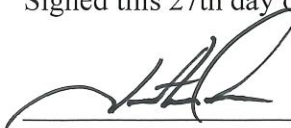
- Whereas,** libraries are foundational to education, imagination, and opportunity, offering everything from early literacy programs to digital tools that support lifelong learning and personal growth; and
- Whereas,** libraries welcome people of all ages, backgrounds and experiences and serve as accessible community spaces where residents can connect, learn, create and discover; and
- Whereas,** libraries provide equitable access to information, technology, cultural resources and programming that enrich the lives of individuals, families and communities; and
- Whereas,** library resources help households save money, reduce waste, and make sustainable choices, all through the simple power of a shared public good; and
- Whereas,** libraries help residents navigate an increasingly digital world by providing internet access, technology, research assistance, workforce resources and trusted information; and
- Whereas,** a library card provides residents with access to a wide range of resources and services, including books, digital materials, technology, educational programs and opportunities for discovery and connection; and
- Whereas,** Johnson County is fortunate to be served by a network of public libraries that provide valuable resources, programs and welcoming spaces for residents throughout our communities; and
- Whereas,** libraries across the country are joining together to celebrate Library Card Sign-up Month under the theme “A Library Card Hits all the Right Notes”; and

Now, therefore, be it resolved that we, the Johnson County Board of Supervisors, do hereby proclaim the month of September 2026 to be

Library Card Sign-up Month

and encourage all residents to “B sharp” and sign up for a library card.

Signed this 27th day of August 2026, in Johnson County, Iowa.



Jon Green, Chairperson
Johnson County Board of Supervisors





To **Mayor and City Council**

CC **Parks and Recreation Commission**
City Administrator

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

Date **September 1, 2026**

Re **Monthly Report**

Facilities Maintenance

Hy-Vee Event Center

- Preparation and continued support of scheduled events.
- Trash collection.
- Monthly fire extinguisher and emergency light testing.
- Catering freezer had a bad fan motor. Replaced.
- Monthly floor scrubber & scissors lift battery inspections. Scheduled annual inspection for scissors lift.
- HVAC system filter replacements.
- Installed diffuser panels in LED fixtures.
- Follow-up with Shive Hattery & Larson regarding ongoing west entry door rainwater leaking.
- Swapped out amphitheater event banners.
- Ordered janitorial supplies.
- Cleanup after events.

Community Center

- HVAC Metasys system has been upgraded to the newest version.
- Submitted statement of work (SOW) Weekend janitorial services.

City Hall

- Ordered janitorial supplies.
- Monthly fire extinguisher and emergency light testing.

- Annual elevator safety inspection.
- Fire panel system failure. CPU failed and replaced.
- Rooftop LED repair. Looking into new options for light adaptors/upgrade.
- Adjusted schedule on the cooling/heating thermostat.
- Scheduled perimeter pest control application. Cricket problems.

Ranshaw house

- Monthly fire extinguisher inspections.
- HVAC filter replacement.
- Repaired south exterior door lock.

Fire Station

- HVAC filter replacement.

Police Department

- Repaired a light switch.
- Ordered new ceiling tile for the interview rooms.

Generators

- Operational hour tracking and fuel level checks. Working with Altorfer to determine if the generator can supply power to the entire Community Center.

Park Operations

- Performed preventive maintenance on seasonal grounds care equipment.
- Continued weekly trash and pet waste collection.
- Sports field maintenance crews continue to maintain ball fields and soccer fields.
- Splash pad at Penn Meadows Park cleaned/tested and in service.
- Continued power washing of park monument signs.
- Daily mowing and trimming efforts continue. Performed irrigation system maintenance and monitoring.
- Detention pond maintenance. Added beneficial algae control products and mowing.

- Landscaping work on all roundabouts, streetscapes and building sites. Applied pre-emergent for weed control. Continued care of 1900 recently transplanted plants in roundabouts/streetscapes/parks and planters at Liberty Centre Pond.
- Forestry crew removed a few declining and fallen trees.
- Insurance approved the claim for the E-Bike/E-Scooter damage at Fox Run Park playground.
- Monthly playground inspections and maintenance performed.
- Park staff removed the old playground at the Community Center in preparation of the new playground. Scheduled for installation mid-September.
- Quail Ridge Park Parking lot improvements have been completed.
- Parks Department continued support of Hy-Vee Center events.

Planning & Administration

- Attended meetings with Shive Hattery and staff regarding Firehouse, Parks and Water Department future expansion projects.
- Progress meeting with Shive Hattery, contractors and staff on the Centennial Park Phase 2 splash pad project.
- Construction meeting with Shive Hattery, contractors and staff regarding the Rec Center parking lot improvements project.
- Target Solutions, Neogov and IAMU employee training.



HyVee Center event banner swap.



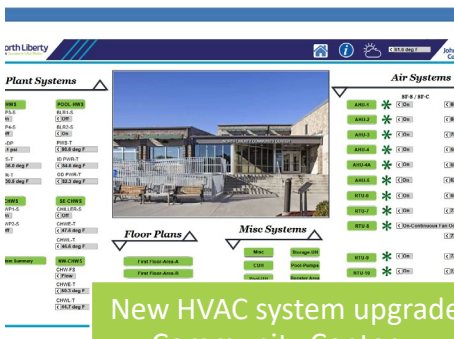
HyVee Center event banner swap.



HVAC filter exchange HyVee Center.



City Hall fire panel failure.



New HVAC system upgrade Community Center .



Facility generator maintenance tracking.



Power washing Park monument signs.



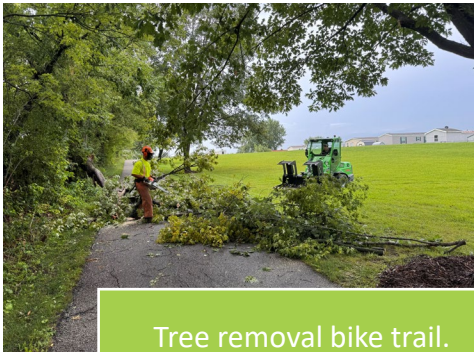
Monthly playground inspections.



Tree removals and cleanup.



Tree removals and cleanup.



Tree removal bike trail.



Landscape maintenance.



Landscape maintenance.



Landscape maintenance.



Community Center old playground removal.



Community Center old playground removal.



Community Center new playground preparation.



Community Center new playground preparation.



Quail Ridge Park parking lot improvements.



Quail Ridge Park parking lot improvements.



North Liberty Police Monthly Report August 2026

Training:

- Officers Hitterdal and Stinson completed their 16-week training at the Iowa Law Enforcement Police Academy (ILEA). They are now certified officers and have begun Field Officer Training (800 hours each).
- Emily Bernacki, Brian Lynch and Peyton Head have joined the department and will attend the 16-week police academy that runs from August 31st-December 18th.
- Two supervisors attended a two-day training course on being instructors for the PepperBall launcher. They will use what they have learned to train other members of the department on the device. (32 hours).
- Officers were assigned Use of Force Training for Community Policing and Decision Making/Judgement through Neogov. Each course is an hour long. (46 hours)
- Four sergeants completed a total of 17.5 hours of online supervisor training from the Daigle Law Group.
- Our animal control officer continues to work towards her ACO I certification. This is a 40-hour self-paced online training course consisting of approximately 30 modules and submodules covering a wide variety of animal control topics. She is projected to complete the course by the end of the month.



NLPD August Monthly CFS #s

Traffic Contacts	225
Parking Contacts	30
Vehicle Inspections	4
Vehicle Unlocks	20
Crash Investigations	26
Public Assists	296
Assist other Agency	133
Crimes Against Persons Report	12
Crimes Against Property Report	17
Other Reports	26
Arrests	21
Warrants	6
Alcohol/Narcotics Charges	6
Crimes Against Persons Charges	7
Crimes Against Property Charges	2
Other Charges	12
Animal Calls	72
Total Calls for Service	1815
*Total Calls for Service for the year	13195



Public Relations:

- Lt Rueben Ross instructed the crossing guards for In-Person Crossing Guard training to get ready for the school year.
- The department hosted multiple tours for an area daycare during which the kids got a behind-the-scenes look at the facility, cars, and equipment.

- Several officers and our new recruits participated in active shooter drills at North Bend Elementary and Heritage Christian School. This is generally done every other year at the request of the schools.
- If you haven't had a chance to check out the PD's Instagram page, we encourage you to do so and give them a follow. The person running the page will be publishing brief "get to know your officers" videos. There is a new one, the site and more to come! You can find us at [@northlibertypublicsafety](https://www.instagram.com/northlibertypublicsafety/) or at this QR code.
- We started to use a software vendor for public freedom of information acts. This can be found on our website at <https://cityofnorthlibertyia.nextrequest.com/>
- At the request of the organizers, officers worked the Street Dance on the 22nd. The officers volunteered for the event and received overtime pay. It was a great turnout.
- Conducted annual school planning for extra attention and patrol request for the first week of school and beyond.



Equipment:

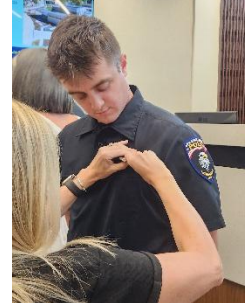
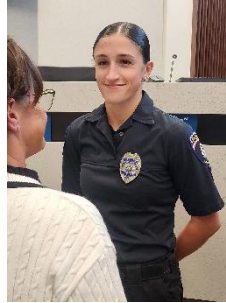
- Continue to get new equipment installed for the new patrol car. We also will be installing the new Axon Fleet in-car camera system.
- Purchased a PepperBall launcher to replace the ones we retired. One can launch projectiles to break glass, and the other can launch PepperBall projectiles up to 60 feet to saturate an area where a suspect is hiding or when we are seeking voluntary compliance with lawful commands. Before any new equipment is put into service we will have training on the devices.
- We are replacing the sponge ceiling tiles in the detention area with plastic tiles to avoid another mold situation down the road.

Enforcement/Crime:

- We had a Flock alert/hit for a missing person. They were located and transported to the hospital for a committal order. We had a second Flock hit for a person with multiple felony level animal abuse/torture warrants associated with the owner. Both occupants were arrested on their multiple warrants that stemmed from over 20 charges each.
- Officers have worked several GTSB traffic enforcement projects. Our grant is ending next month.
- To review any criminal complaints for the month, visit [List of Criminal Complaints | Johnson County Iowa](#). Or, to see North Liberty Calls for service, go to [Joint Emergency Communications Center \(jecc-ema.org\)](#). You can visit the crime map at [LexisNexis® Community Crime Map](#) and type in North Liberty. You can also go to the State of Iowa website and search for North Liberty to get our Uniform Crime Reporting numbers <https://icrime.dps.state.ia.us/CrimeInIowa/Home/Index>
- If you also want to look at Calls for Service for the month, we are sharing our data with a public user Facebook Group and Mary McCann for North Liberty and all other Law enforcement entities <https://www.facebook.com/share/g/1GDk4fdkHy/>

Department Admin:

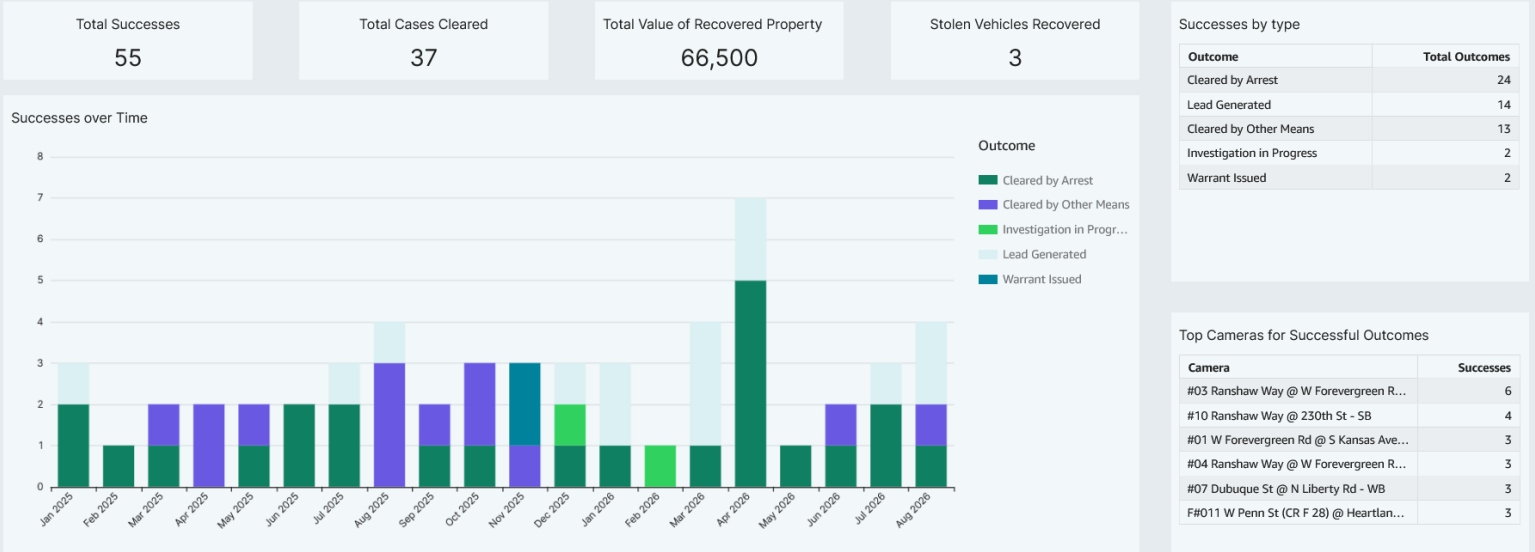
- The 3 new Sergeants completed their 6-month probationary period and Field Supervisor in-house training program.
- The Retention and Recruiting committee met this month. They went over the internal results from the work we did with Dr. Laura Prohaska on anti-fragility, resiliency, accountability, and culture building.
- The results from working with Dr. Laura Prohaska were also shared with the supervisors and added as categories during FTO evaluations to make sure the contents are reiterated for new folks coming into the department.
- Emily Bernacki, Brian Lynch, and Peyton Head were sworn in by the mayor in front of several city leaders, police staff and their friends and family. Afterwards the family were taken on a behind the scenes tour of the police facility.
- We held one command staff meeting and attended the traffic control group meeting. Chief and both Lieutenants met with the new Liberty HS Principal on police response and what to expect when we are called. Chief also attended the Iowa Law Enforcement Academy Council meeting.
- NLPD hosted and met with several police, fire, and dispatch supervisors on response protocols for crashes, medicals or fires between the 2-mile marker and the 10-mile marker in Johnson County. The goal of the meeting was to have a plan in place to prevent delayed responses during emergencies when the road is under construction.
- Completed setting up a new Training database on SharePoint for all NLPD members. This will ease the reporting of training and assist Records in capturing the records.
- Completed the annual audit for the Asset Forfeiture Equitable Sharing Agreement with the Federal Government. We remain in compliance for another year. While we did not seize or receive any money through this program for the 2025-2026 fiscal year, we did report interest received from the account.
- Attended in person and online needs assessment for the JECC and the Record Management System (RMS)/Mobiles Data Terminals (MDT), we are using in Johnson County. The county is looking to switch vendors due to the current company no longer supporting the dispatch software due to the product being at the end of its life. This is a huge endeavor that involves all of the first responders and the JECC in Johnson County since we have a consolidated dispatch center, have different agency needs, and use different software systems.
- One officer is on light duty and has been working to update our accreditation records for 2026.



North Liberty Police August 2026 Monthly Report

FLOCK. Success stories and use from inception 01/01/2025 to current 8/31/2026

A "Success" is an arrest, lead, warrant, or stop occurring that has been explicitly associated with a hit on a Flock device.



For more on FLOCK see our transparency portal on the city website.

<https://transparency.flocksafety.com/north-liberty-ia-pd>

Attached

Calls for Service Monthly Detail for August 2025 and August 2026 for comparison or can be found at

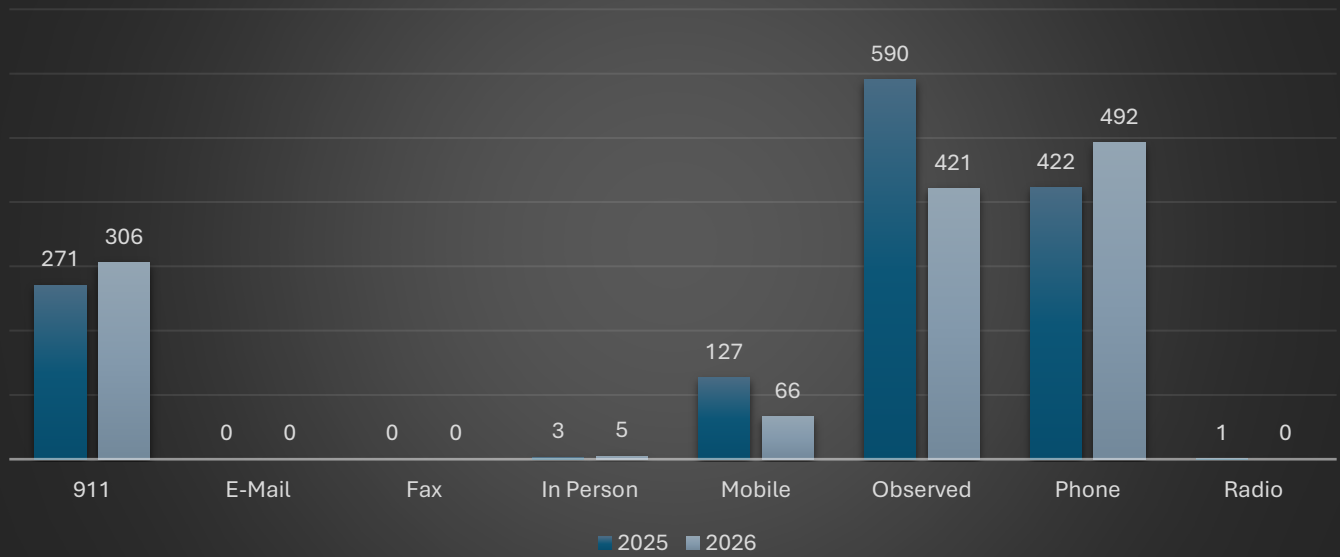
<https://www.facebook.com/share/g/1GDk4fdkHy/>

To view NLPD crash data you can access this link and modify the dates

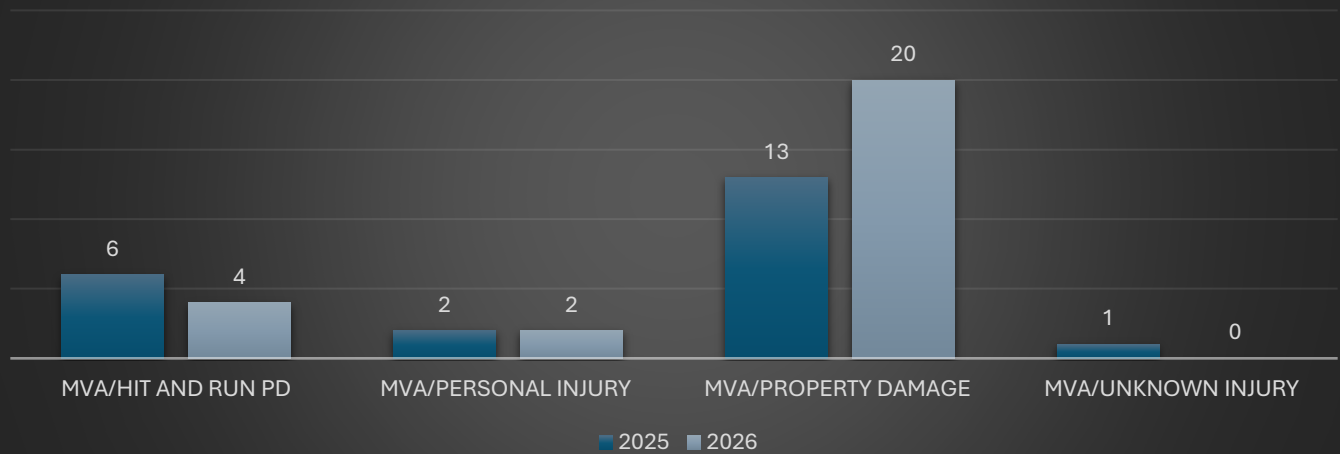
<https://app.powerbigov.us/view?r=eyJrIjojODUwODgxNGltZTFmMC00NjFjLWVmYTgtNmZlNTI5NjdhOTNiIiwidCI6IjBmOTE1Y2FkLTZhMDktNDFmMi1hNjdlLWEzMmUxN2ZlOWUzNSJ9>

Submitted on 9/2/2026

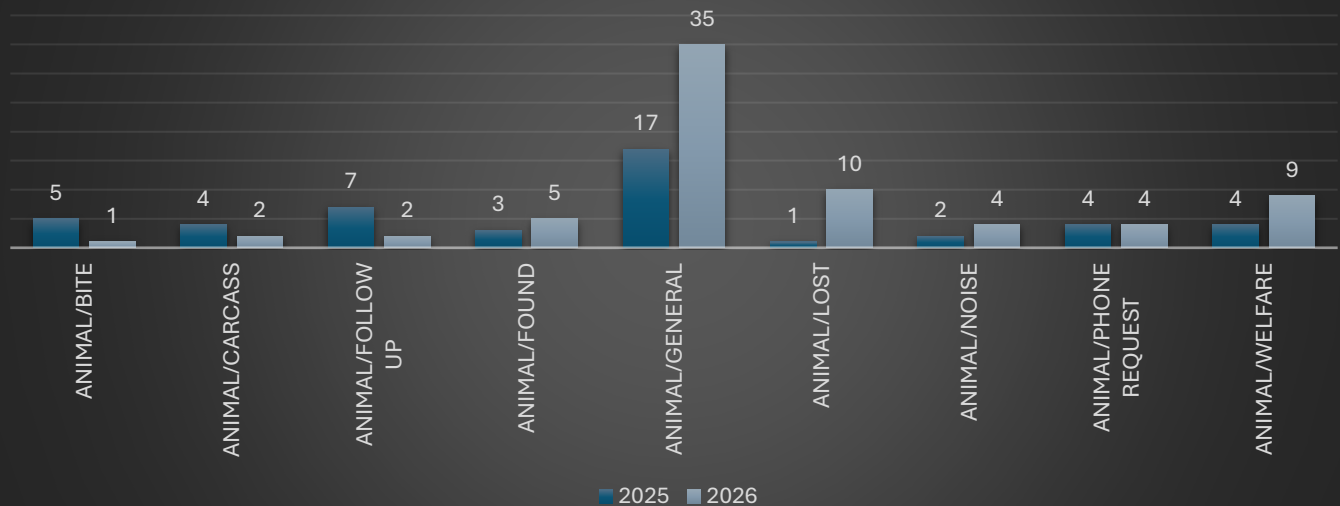
How Reported August 2025 vs 2026



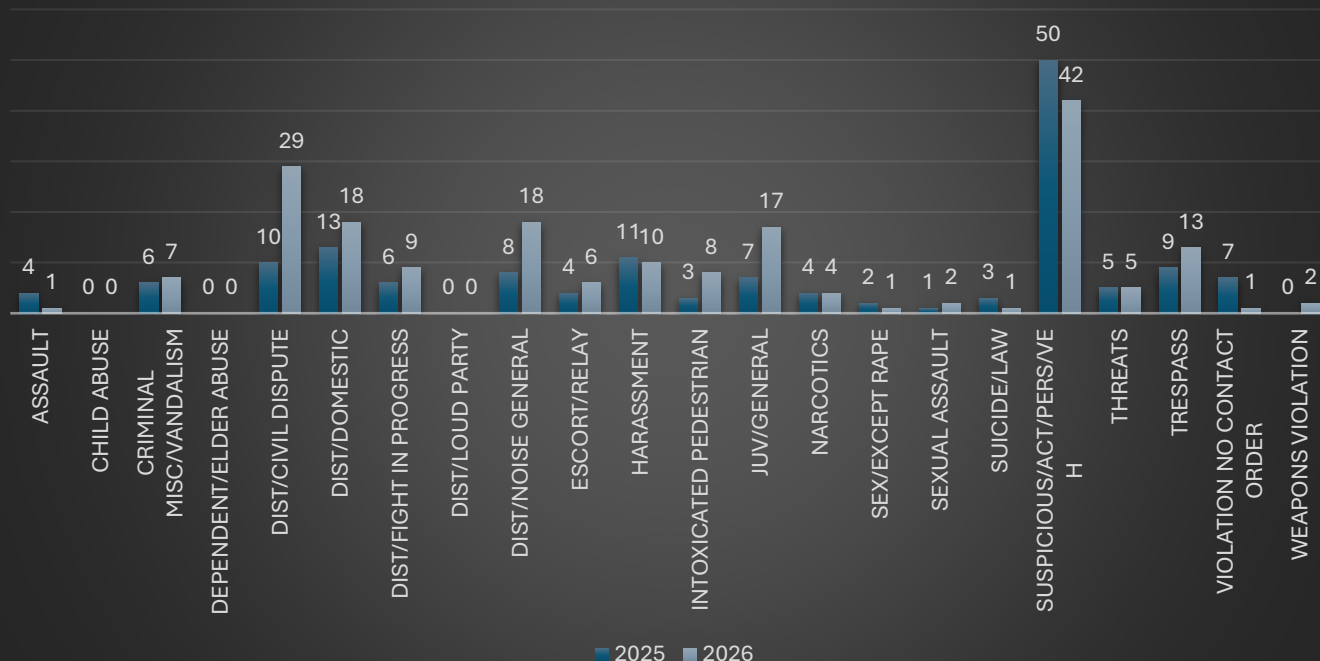
Accidents August 2025 vs 2026



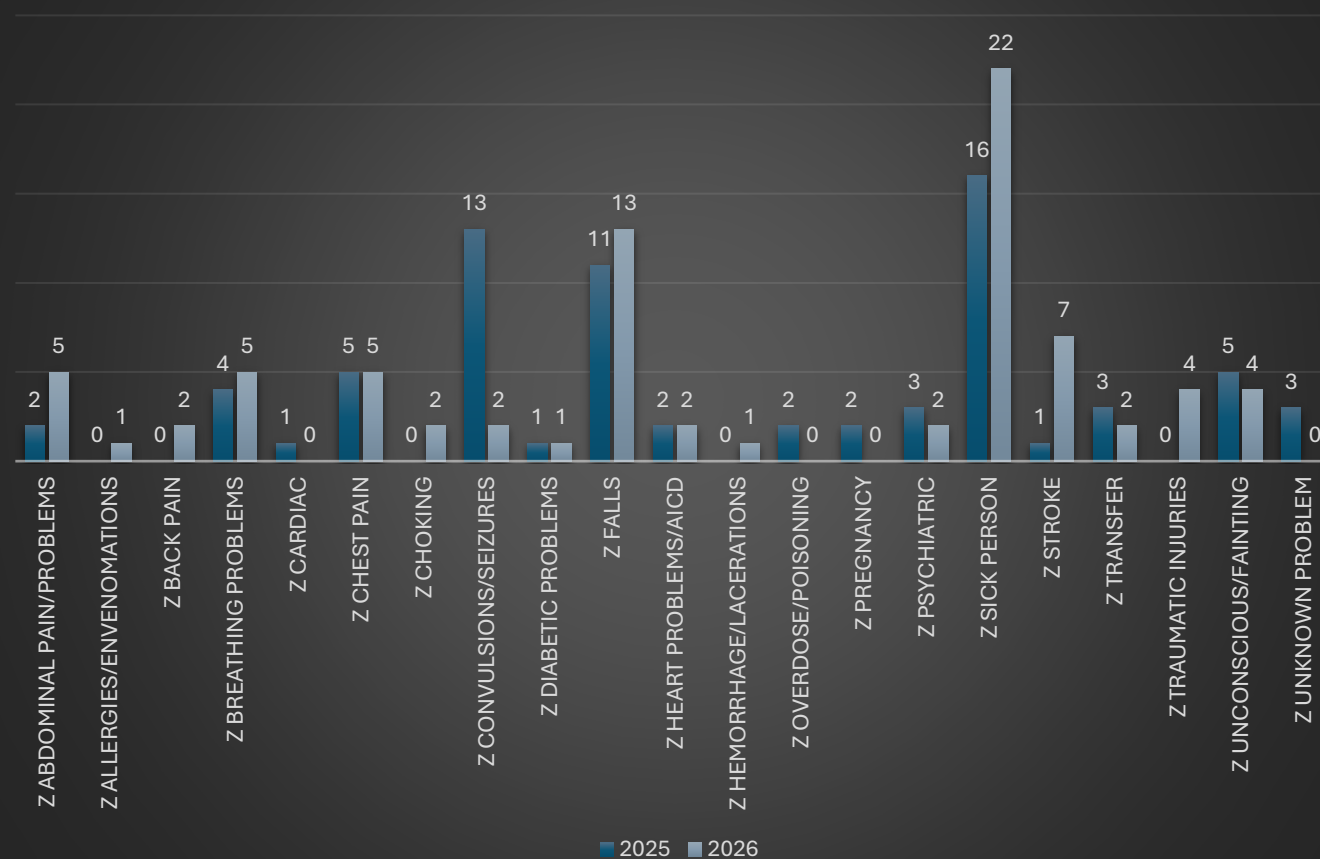
Animal Calls August 2025 vs 2026



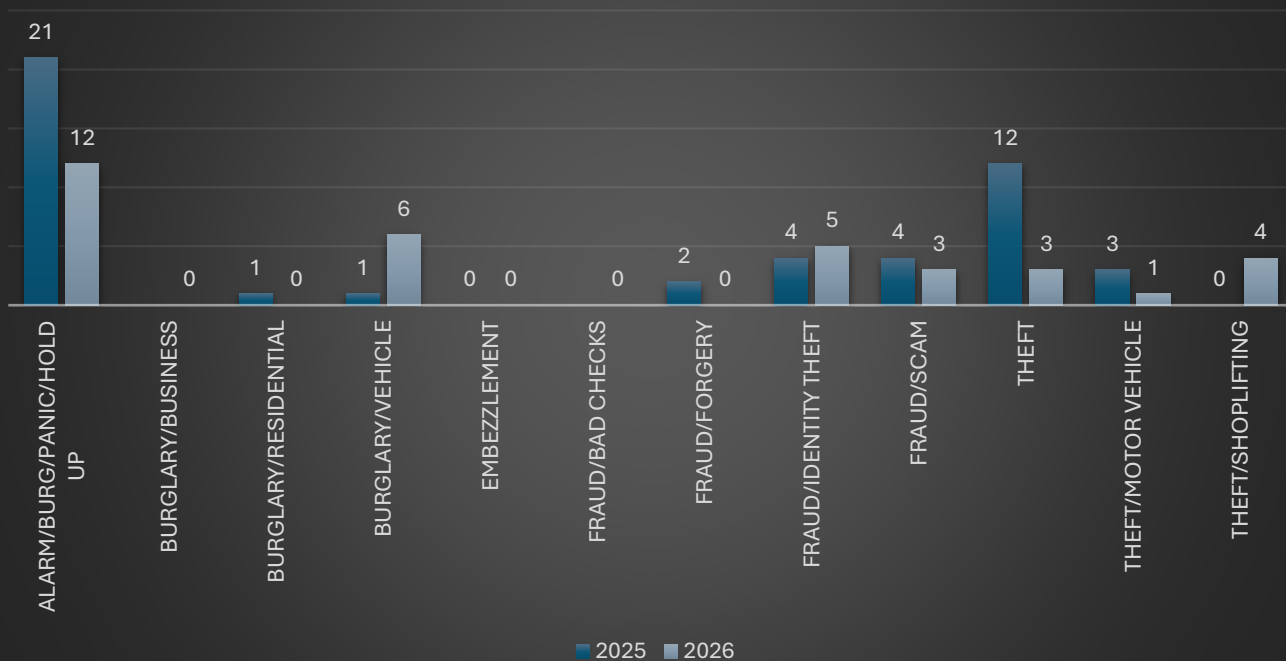
Public Safety Calls August 2025 vs 2026



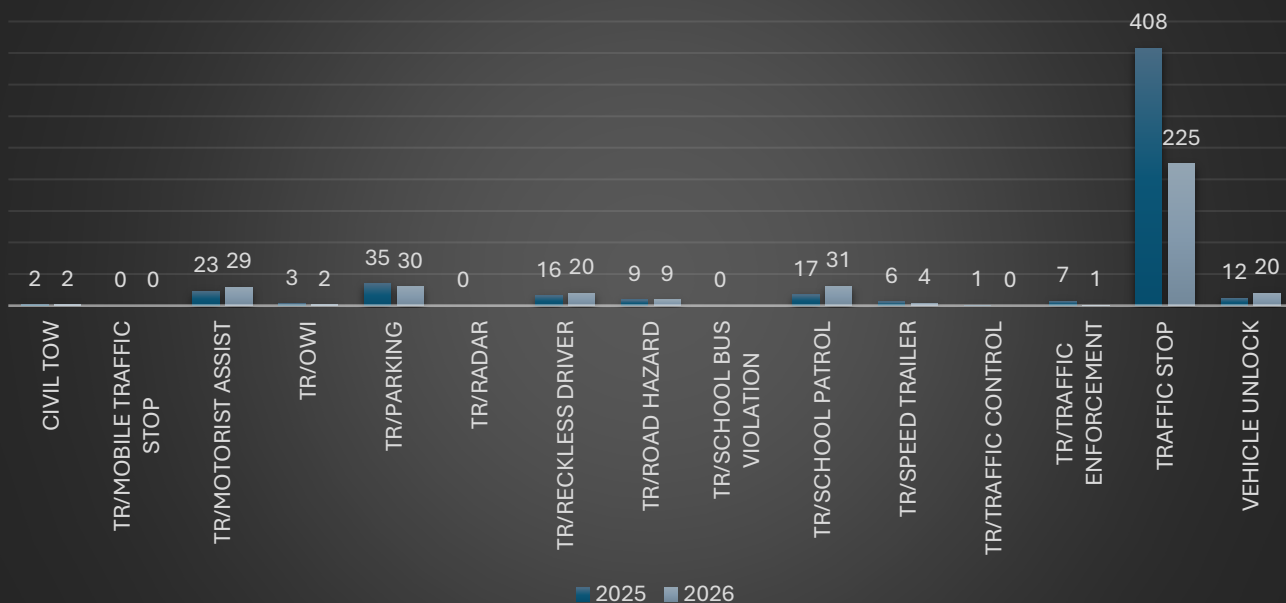
Medical Calls August 2025 vs 2026



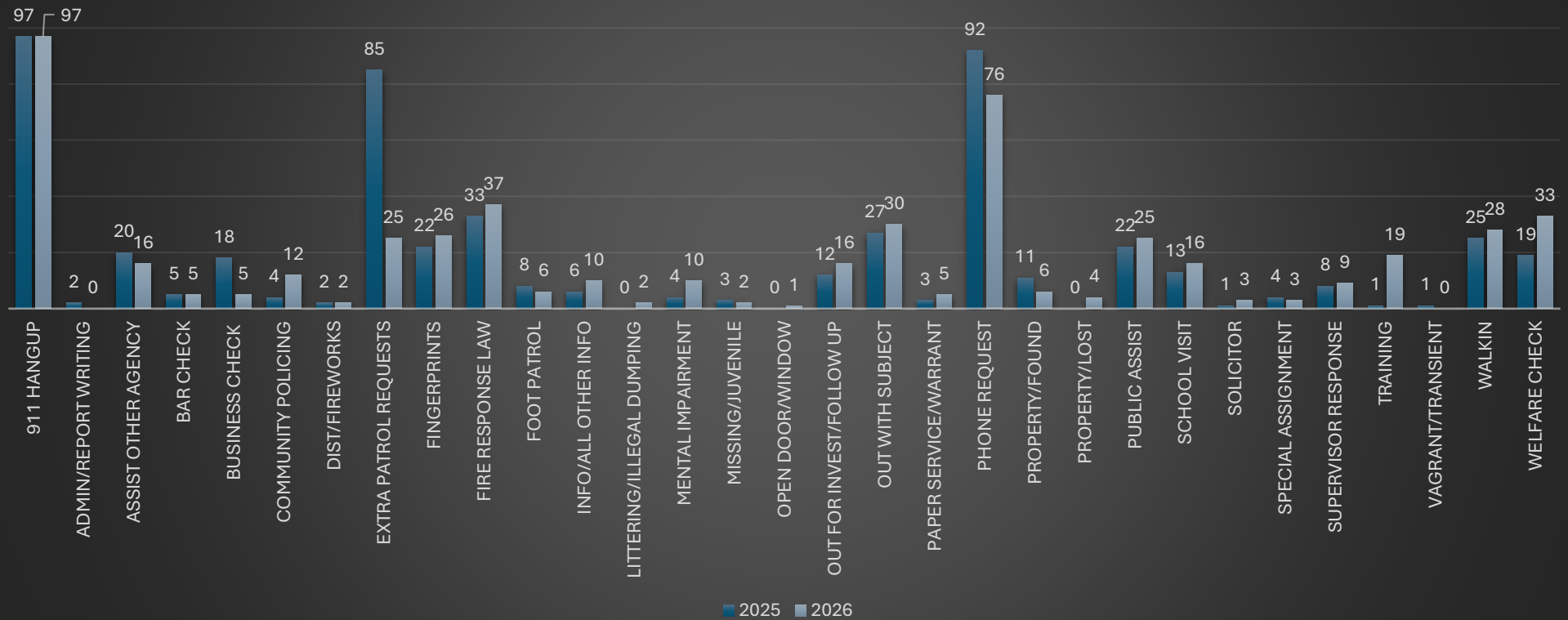
Theft Calls August 2025 vs 2026



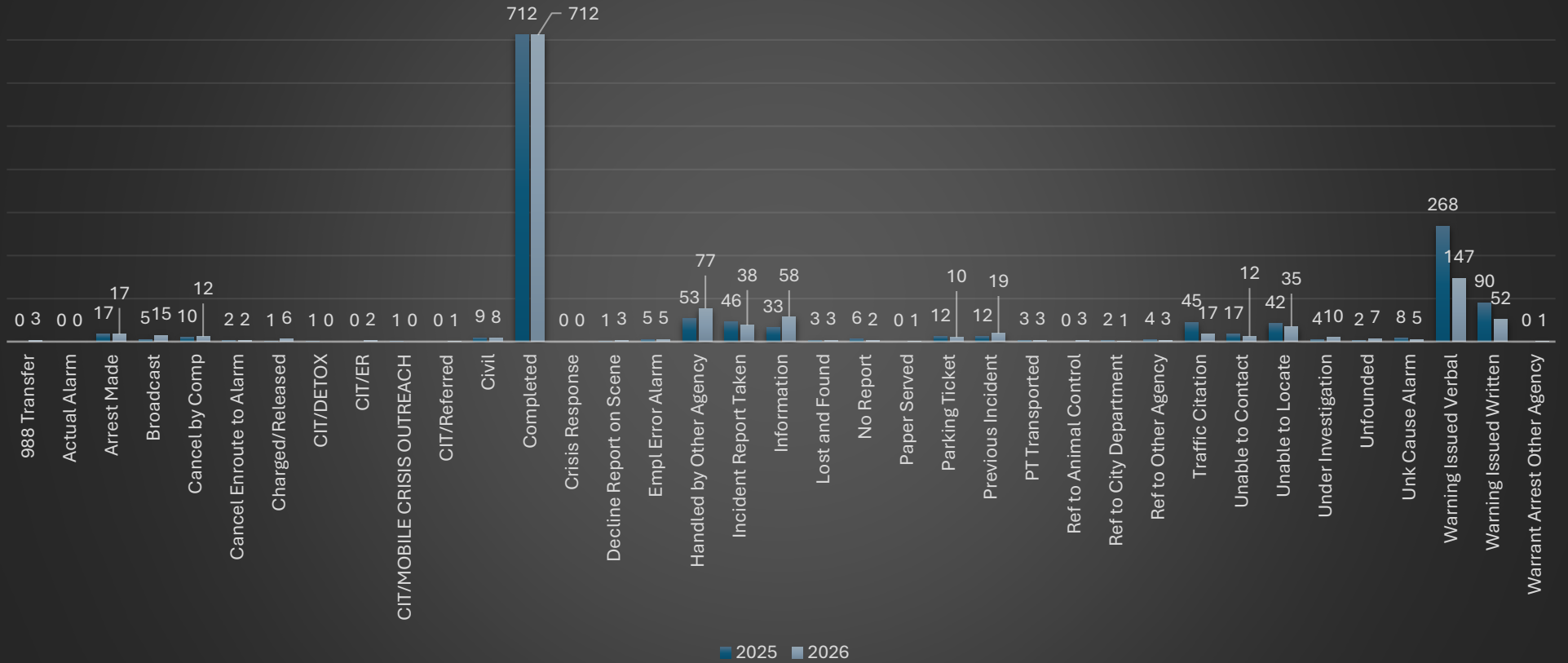
Vehicle Calls August 2025 vs 2026



Public Assist/Presence Calls August 2025 vs 2026



How Cleared August 2025 vs 2026





To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **September 1, 2026**
Re **Monthly Report – August 2026**

This month summary: August brings the end of summer, but is also the start of registration for programs offered September- December. I continued to attend meetings for both the parking lot and splashpad construction projects.

Updates: Looking ahead into next month, here are some information updates.

NLCC East & West Parking Lot – work continues the West (Library) Drive. Construction continues to be in phases impacting the entire summer/fall season of activities offered at Library, Recreation/Pool and Ranshaw House. Communication and work seem to be a concern with contractors and penalties will be implemented beginning Sept 30. Partial lots/parking spaces will be limited and changing as work progresses, so look for alternative ways of travel when using the community center.

Splashpad - Construction continues at Centennial Park on the splashpad, construction will take place over the entire summer. We are working on getting renditions printed to have displayed at Community Center, stating coming in 2027.

Recdesk Database:

Reviewing Recdesk, we have 18,648 residents (56%) and 14,567 non-residents (44%) totaling 33,215 individuals. Increase of 305 from last month.

Aqua Programs:

Aqua Classes: Aqua Zumba (13), Arthritis MWF (15), Arthritis T TH (14), Easy Does It (16), Water Resistance (10), Water Mindfulness (-0-), Sunset Mermaid Yoga (24) totaling 92, plus drop-ins. Aqua Program/Class revenue totaled \$7,619.50.

Swim Lessons:

Summer Swimming lessons concluded; next session begins Week of Sept 14.

Adaptive (-0-), Adult (-0-), Level 1 (-0-), Level 2 (-0-), Level 3 (-0-), Level 4 (-0-), Level 5 (-0-), Level 6 (-0-), Parent Tot (-0-), Private (-0-) and Tadpoles (-0-); totaling (-0-) participants.

Swim Team had (-0-) participants. Revenues totaled \$26,750.

Leagues/Sports:

Pee Wee Programs – Track & Field (36) participants.

Fall Soccer: Hybrid Gr 1-3: (80), Gr 4-6: (40); Rec Gr 1-3 (40), Gr 4-6: (23), totaling (183) participants.

Supreme Flag Football – Coop program with Coralville & Tiffin.

Gr 1-2: (54), Gr 3-4: (58), Gr 5-6: (20), totaling (132) participants.

Supreme Volleyball – Coop program with Coralville & Tiffin.

Gr 3-4 (74), Gr 5-6 (61), totaling (135) participants.

Sports/Leagues revenues totaled \$8,510.

Recsters BASP:

Summer Camp ended this month with Week 9: Summer Camp (46), Summer Camp Jr (8), Ramblers (10), totaling (64) participants per week.

School & Recsters BASP program begins August 24.

Fall: AM – (13), PM – (44) and WL (14), totaling (57) participants per month.

BASP revenues this month totaled \$ 8,970.

Classes/Programs:

Tippi Toes Dance: Classes to resume first week in September.

Baby Ballet (-0-, Ballet Tap Jazz (-0-), and Toddler & Me (-0-), totaling (-0-) dancers.

Aerobics Classes: Body Blast (1), Total Body Sculpt (5), Zumba (3), Vinyasa Yoga (2), Intermediate Yoga (-0-), totaling 11 registered, plus drop-ins.

JiuJitsu (2), Taekwondo (-0-), Taiji (-0-) continues or resumes in Sept.

Connection Luncheons served (133) meals with 4 dates this month.

Classes/Programs revenue totaled \$29,919.

Special Events/Programs:

Just Tri (Youth Triathlon): Ages 6-8 (19), and Ages 9-11 (24), totaling (43) participants.

Pools:

This month, Season Pool Pass revenues totaled \$5,882.50; Daily Pool Fees totaled \$28,134; Pool Rentals totaled \$1,350 and Concessions revenues \$7,894.75

Weight & Exercise Area / Track:

Weight fee revenues totaled \$13,752; Split membership revenues totaled \$12,553

Active membership for the month – 5,375.

Point of sale transactions for the month – 4,911

Rentals:

Gymnasium Rental revenues totaled \$2,143.75, Community Center Rental revenues totaled \$3,411, Shelter rental revenues totaled \$240, Field Rental/Tennis/PB Courts revenues totaled \$4,527.50.

Revenues:

Other revenues shown on Recdesk report include

Pet Licenses - \$450; Dog Park Passes - \$350 and 4191 Rentals - \$150.

Revenue for August 2026: totaled \$162,360

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 **September 1, 2026**
Re **Street Department Staff Monthly Report for August 2026**

The following events took place in the month of **August** that involved the Street Department.

- Locating City Utilities (329 job tickets) is ongoing
 - This increased 21% from August 2025
- Continued animal control services (7 responses to animal issues)
- Cemetery plot locates (1 in total)
- I380/Penn Street bridge progress weekly meetings
 - a. I380 northbound off ramp to Penn St opened this month
 - b. Southbound on ramp remains closed and is anticipated to re-open mid-October
- Jasper Ave roundabout/road project weekly progress construction meetings continue
 - a. Modified traffic controls with message boards on W Forevergreen Rd to help aid with traffic congestion because of the Penn St ramp closures
- Construction Plan Review team met several times to evaluate and discuss the most recent plan submittals
 - a. Sunset Prairie “walk-through” by staff to identify any remaining deficient items that need correction before City acceptance
- Traffic Controls Committee met to review concerns from the public about street signage installation requests
- N Stewart St reconstruction design continues while working with Shive as well as communication with residents about the project
- Working with North Liberty staff and Shive staff on design specifics related to the public works campus pertaining to the Parks, Water, and Fire Departments facility builds
- Staff conducted monthly safety inspections for all street equipment and buildings
- The monthly civil defense warning sirens test was canceled this month because of incremental weather at the time of testing
 - a. Normal testing will resume next month
- Service work and repairs were performed on several pieces of equipment
- Traffic signal pole replaced at W Penn St / Heartland Dr
 - a. The pole was struck and damaged by a contractor for the I380/Penn St project last fall
 - b. Contractor insurance company reimbursed the City for a complete replacement of the vertical pole, horizontal mast arm, 18-foot-deep concrete footing, and all attaching hardware and signs

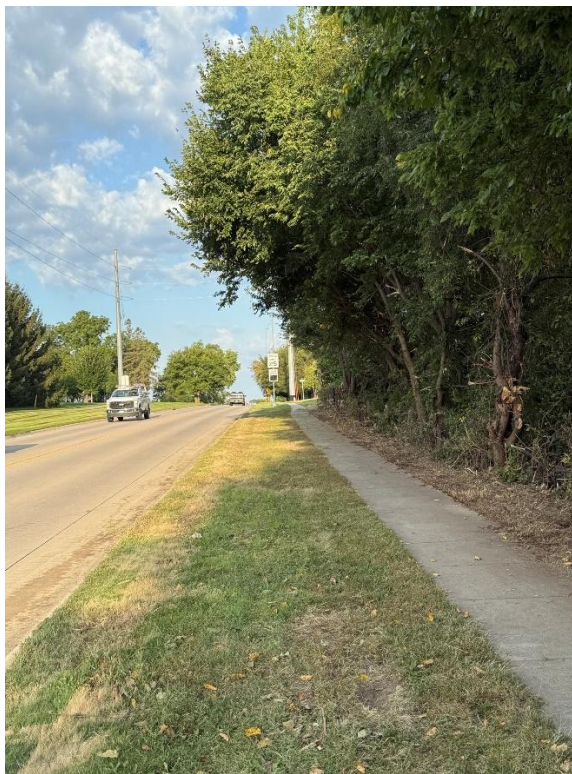
- c. North Liberty staff closed W Penn St westbound traffic at the intersection and provided a detour route along with flagging traffic during the duration of the repair
- Sign repairs and installation in various locations including Mary Ln, Eisenhower Blvd, Priscilla Ct, Parkview Ct, and various dead end road signage
- All LED flashing school zone signs were programmed with the new school year schedule as it relates to the specific location, district, and elementary or Jr High level
- Training
 - a. Staff training by IAMU and NeoGov on Respiratory Protection
- Staff installed and removed equipment needed for the “Street Dance” event
- Street Work
 - a. Potholes patched in various locations
 - b. Street lighting troubleshooting and repairs on Liberty Way
 - c. Removal of damaged streetlight at the Kansas Ave / St Andrews Dr roundabout
 - i. Reinstallation of a new unit in this location once received
 - d. Concrete street repairs
 - i. Juniper St to Juniper Ct detour route installed
 - ii. Juniper St pavement removal and replacement
 - e. Street painting (Crosswalks, stop bars, symbols, lane lines, and roundabout markings) in various locations
 - f. Crack sealing operations in the Cedar Springs subdivision
 - g. Mowing of city easements and ROW (Right of Way)
 - h. Gravel roads and shoulders graded
- Collection Division
 - a. Installation of large concrete block in the Goose Lake pond area to prevent vehicle damage to the park
 - b. Sanitary sewer inspection of various manhole locations
 - c. Storm system repairs were performed on Tartan Dr, Mary Ln, Robin Dr, and Camden Ln
 - d. Storm system investigation performed on Maple St and Hodge St after residents had concerns about structures.
 - e. CCTV on-line training for the collection team
 - f. CCTV videoing of Legacy Ct and Country Lane sanitary sewers
 - g. Sanitary sewer jetting in the Quail Creek subdivision



Painting operations on Ranshaw Way



Removal and reinstallation of traffic signal pole at W Penn St / Heartland Way intersection



E Penn St / Juniper St area tree clearing before and after



W Penn St drainage area by NL Food Pantry before and after

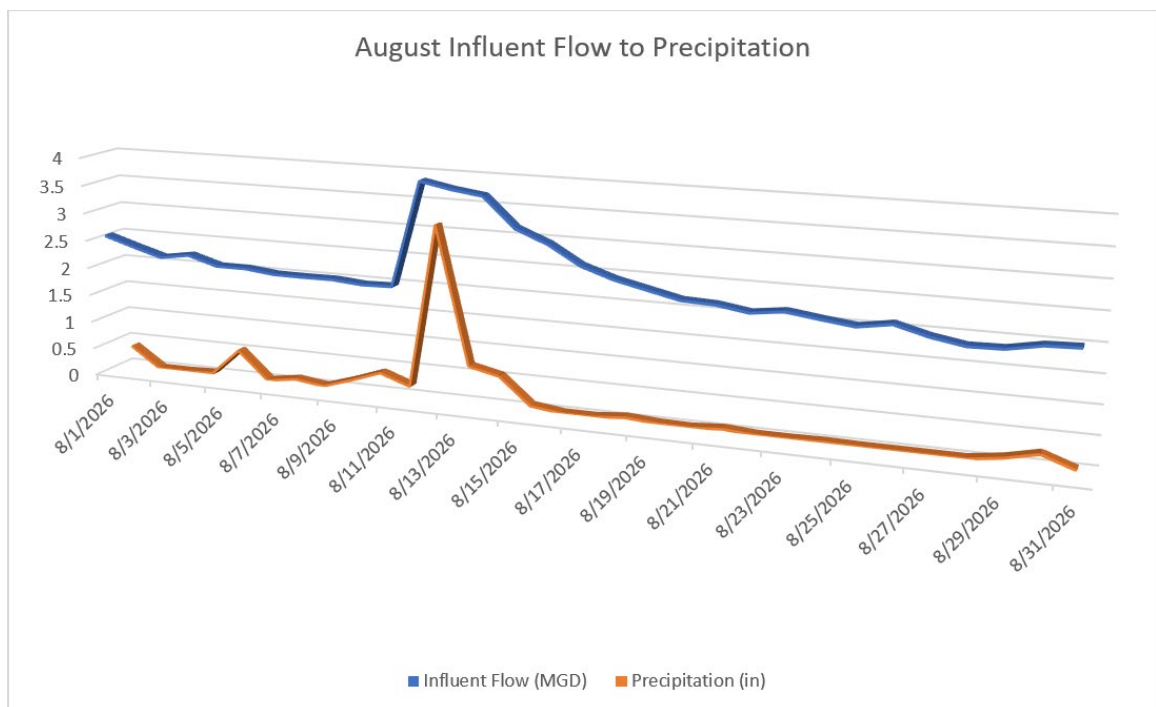


To **City Council, Mayor, and City Administrator**
From **Drew Lammers**
Date **Sept. 1, 2026**
Re **Aug. 2026 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations were completed. **126 work orders** were completed throughout the month. Maintenance staff replaced the grit pump inside the lower level of the pretreatment building. The previous pump lasted 6 years before wearing out from pumping abrasive materials. The replacement pump was a stocked spare part for WPCP. Staff also replaced underground wiring from a motor control bucket to a fine screen motor that was intermittently faulting a VFD.
2. Staff Replaced one rotted casement window in the laboratory's exterior block wall.
3. Power and communication wiring was installed for radar foam detection. We are awaiting the device arrival for installation and programming. This equipment will monitor the return activated sludge channel that over-flowed with foam July 10th and alarm/notify if liquid or foam levels rise.
4. This month's staff safety meeting topic was Hearing Protection. Staff completed target solutions training online and reviewed the training topic as a group. Staff also attended IAMU training on solvents, H2S, and respiratory protection.
5. Operations and Lab completed all monthly sample results and reports. Monthly Influent Flow Avg. was **2.46 MGD**. **1.210 MG** of solids were wasted from biological tanks to digesters during August. Operators reduced solids inventory and adjusted air supply times resulting in reduced total phosphorus in final effluent throughout the month. Phosphorus is a nutrient and contributes to downstream algae blooms and reduces necessary oxygen for aquatic life. Wastewater treatment plants are generally regulated to reduce this nutrient along with nitrogen within effluent discharge.
6. Conduit and wiring were installed in each MBR Train control cabinet. This is to supply uninterruptible power supply (UPS) to each of the remote PLC's during any utility power interruption event. The new wiring will supply back up power from a large, centralized building UPS, replacing the small individual UPSes in each cabinet.
7. All lift station vent pipes, pigging stations, and safety bollards were repainted. 5 lift stations also received junction box upgrades from cracked and separated fiberglass and rusted metal to new lockable stainless steel. Air gap boxes were installed between wet wells and junction boxes to prevent wire corrosion, and terminal blocks replaced wire nuts for clean and safe wire connections and labeling. Fiber communication connections were made at West Lake lift station. This control cabinet is now ready for future PLC upgrades and connections to our overall SCADA system.

8. WPCP continues to work with design engineers on phase 3 WW expansion. Staff visited 4 wastewater treatment facilities to help aid in upcoming equipment selection. We looked at compressed air screw blowers, large bubble tank mixing, and biosolids storage buildings. Each facility offered insight and value to our selection process.

Drew Lammers - WPCP Superintendent





To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **September 1, 2026**
Re **Monthly Report – August 2026**

In August, we treated a total of 48,726,000 gallons of water, with an average daily flow of 1,572,000 gallons, and a maximum daily flow of 1,814,000 gallons. Water usage in the distribution system increased by 4.4% (2,165,000 gallons) compared to August 2026.

We had a busy month, completing the following service activities:

- 9,868 accounts read
- 206 re-reads
- 187 shut-off notices delivered
- 53 shut offs
- 46 re-connects for water service
- 34 new meters set inspections
- 41-meter change-outs
- 167 MIY change-outs
- 57 customers assisted and data logging
- 46 service calls
- 5 after-hours emergency calls

We spent quite a bit of time this past month working on cleaning out the distribution building and moving the inventory and shelving to a temporary location. This is all in preparation for the building coming down here in the near future. We still have a little bit of work left to do, but we're making good progress. Our goal is to have the building completely emptied out and ready for demolition by October 1st.

We assisted Shay Electric this past month with the removal and installation of the new variable frequency drive for Well No. 5. Once that was completed, Pinnacle Engineering came the following day, with help from Van Meter, and worked through programming for the new drive. Everything went well, and Well No. 5 is back up and running.

Our maintenance staff have been working on the interior of the ASR Well building in preparation for converting it from an aquifer storage and recovery well to a raw water source. Once we're finished with the interior domestic water line, we'll need to reroute some of the 8-inch raw water line and install three new valves so that we're able to use it as a raw source.

At the end of June, we received our shipment of MIU's for the water meter reading system this is part of a capital improvement project. We're planning to replace about 50% of the original MIU's this year and the remaining 50% next year. Some of the existing units are over 30 years old and well past their useful life. This upgrade will make our meter reading system more reliable and allow us to collect more information more frequently. We've already made a pretty good dent in the units we received and will continue replacing them as time allows over the next several months.

Water Superintendent
Greg Metternich

ANNUAL REPORT

July 1, 2025 – June 30, 2026

Fiscal Year 2026



Housing Trust Fund
of
Johnson County



Iowa and Johnson County

National Low Income Housing Coalition, Out of Reach, 2026

Iowa Housing Wage - \$21.39

- Rent affordable at median income =\$2,586
- Rent affordable to person on Supplemental Security Income - \$298
- 118 hours per week at minimum wage to afford a two-bedroom unit

Johnson County remains one of the most expensive places to live in Iowa

\$21.94

Housing Wage

Full time per hour needed to afford a modest two-bedroom unit (\$1,141 mo.) in Johnson County

\$45,640

Annual Salary

To afford the modest two-bedroom unit

\$14.00

Estimated Mean Renter Wage

\$728 per month for rent

The Need - Income

- **29,120** households in Johnson County have incomes below 80% of the Area Median Income (AMI)
- **48.2%** of all households in Johnson County have incomes below 80% AMI
- **Comprehensive Housing Affordability Strategy (CHAS)**
HUD, 2022 (updated 12/2025)

18% **Extremely Low**

11,200 HH have incomes below 30% AMI, up to \$36,400 for a HH of four

13% **Very Low**

8,170 HH have incomes between 30% and 50% AMI, up to \$60,700 for a HH of four

17% **Low**

9,750 HH have incomes between 50% AMI and 80% AMI, up to \$97,100 for a HH of four

The Need – Cost Burden

A household is cost burdened when they spend **more than 30% of their income** on housing costs.

Households spending **more than 50% of their income** on housing costs are extremely cost burdened.

Comprehensive Housing Affordability Strategy
(CHAS), HUD, 2022 (updated 12/2025)

9,610

Cost-Burdened

16% of all households in Johnson County are cost burdened

9,534

Extremely Cost Burdened

15% of all households in Johnson County are extremely cost burdened

19,144

Total Cost Burdened

31% of all households in Johnson County are cost burdened by their housing

The Need – Cost Burden Renters

- Comprehensive Housing Affordability Strategy (CHAS), HUD, 2022 (updated 12/2025)

7,474 HH

Extremely Cost-Burdened – Renters

30% of all renter HHs are extremely cost burdened

5,680 HH

Cost Burdened -Renters

22% of all renter HH are cost burdened

52%

Total Cost Burdened - Renters

13,154 renter households in Johnson County are cost burdened or extremely cost burdened by their housing



HTFJC Overview

Mission – To impact community development through the **promotion and support** of affordable housing in Johnson County

Vision – Access to safe, decent and affordable housing for all in Johnson County

Established 2004- 22 years ago

Two programs:

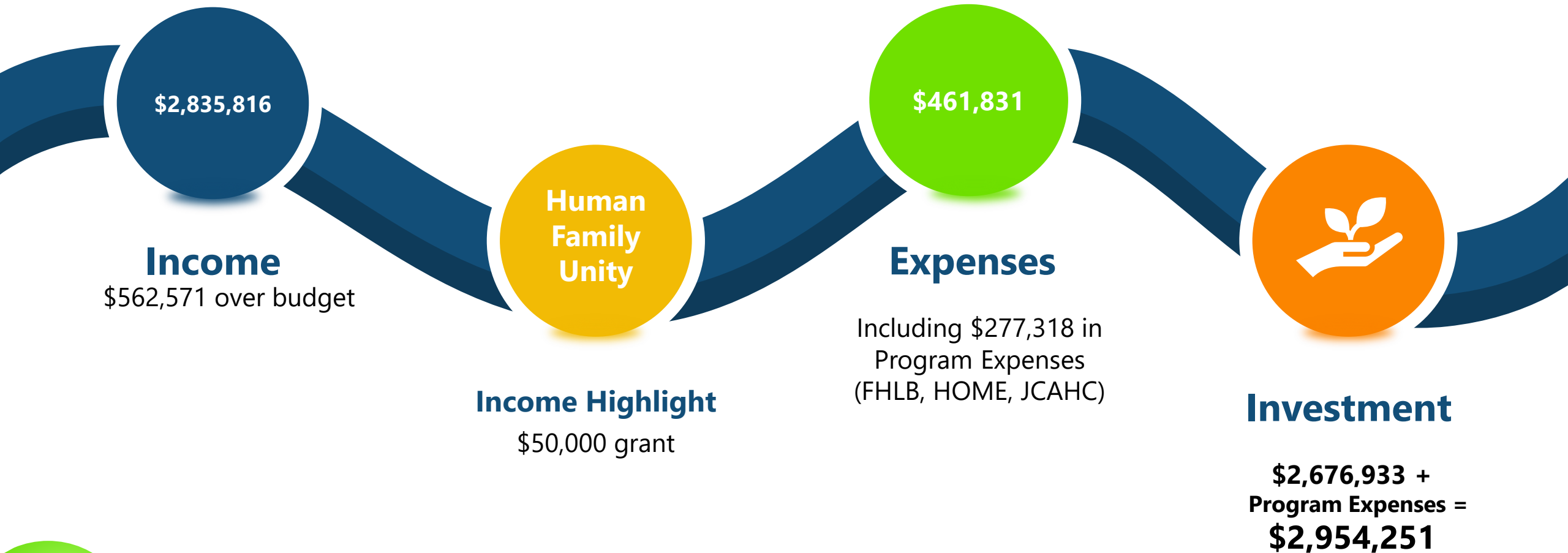
Owner-Occupied Rehabilitation

Revolving Loan Fund

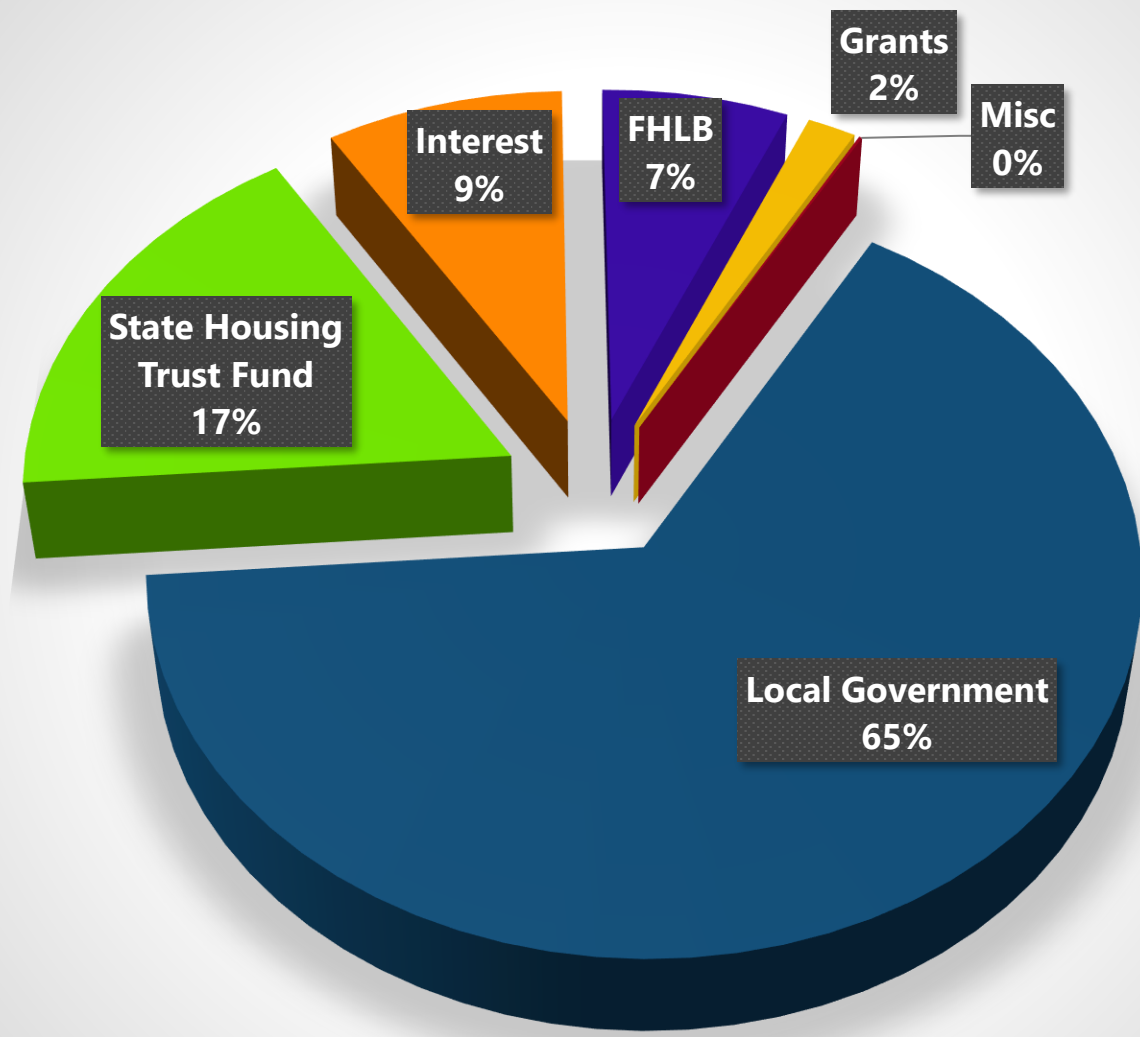


Housing Trust Fund
of
Johnson County

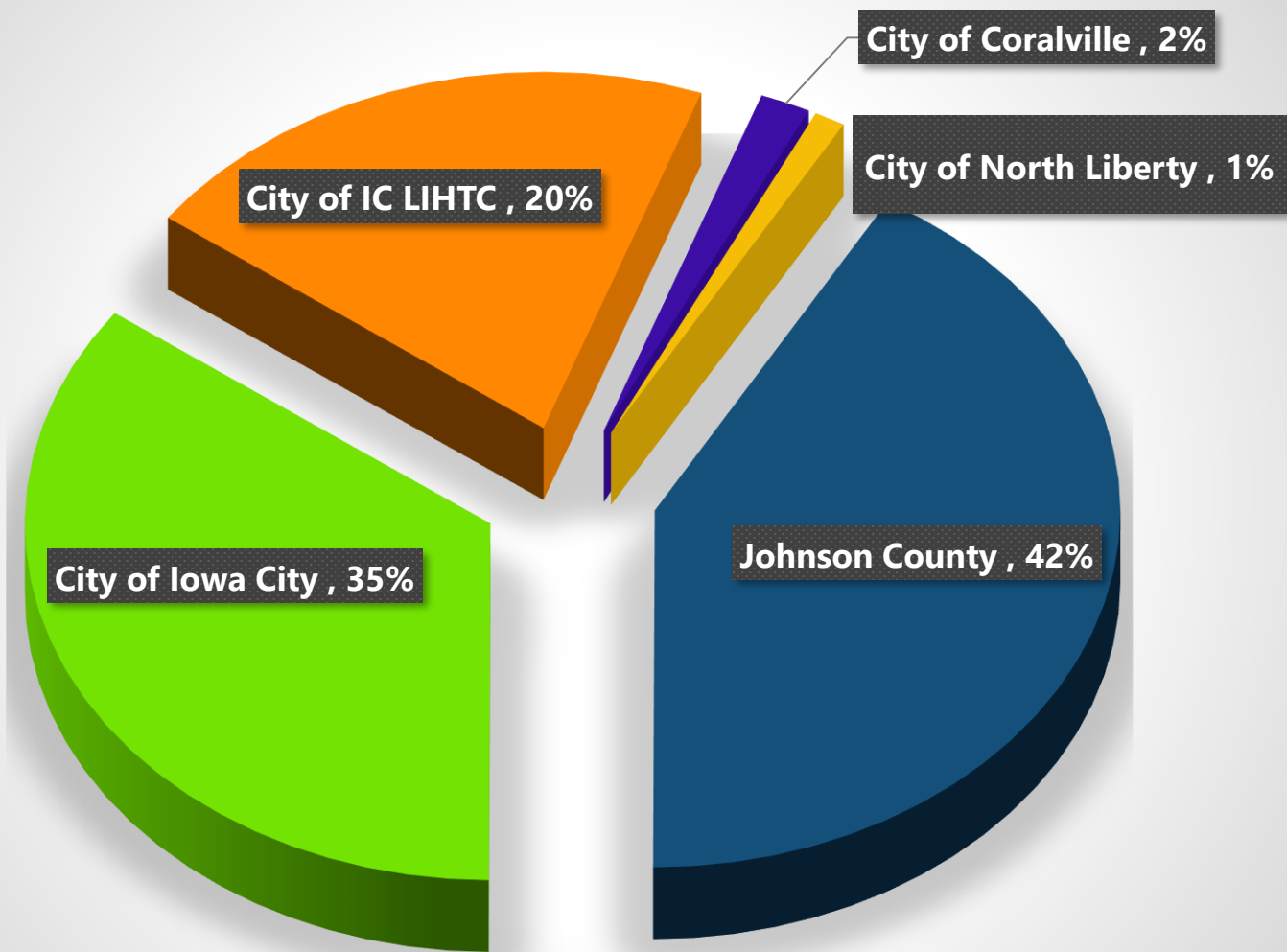
FY26 Financial Overview



HTFJC Income Sources FY26



Local Government Income Sources FY26



FY26 Impact Highlights

15 Projects Funded
Most ever in a single year

15 Homeowners
Assisted with Federal Home Loan Bank
Owner-Occupied Rehabilitation



\$2,948,589 paid out
75 Households



Including \$242,320 paid out to assist
15 homeowner households with 28 people



\$4,968,425 leveraged



\$5,854,300 awarded for 393 households
Potential leverage **\$121,831,972**

FY26 Impact – Owner Occupied Rehabilitation

Location

- Iowa City – 7 HH
- No. Liberty – 3 HH
- Coralville – 3 HH
- Oxford – 2 HH

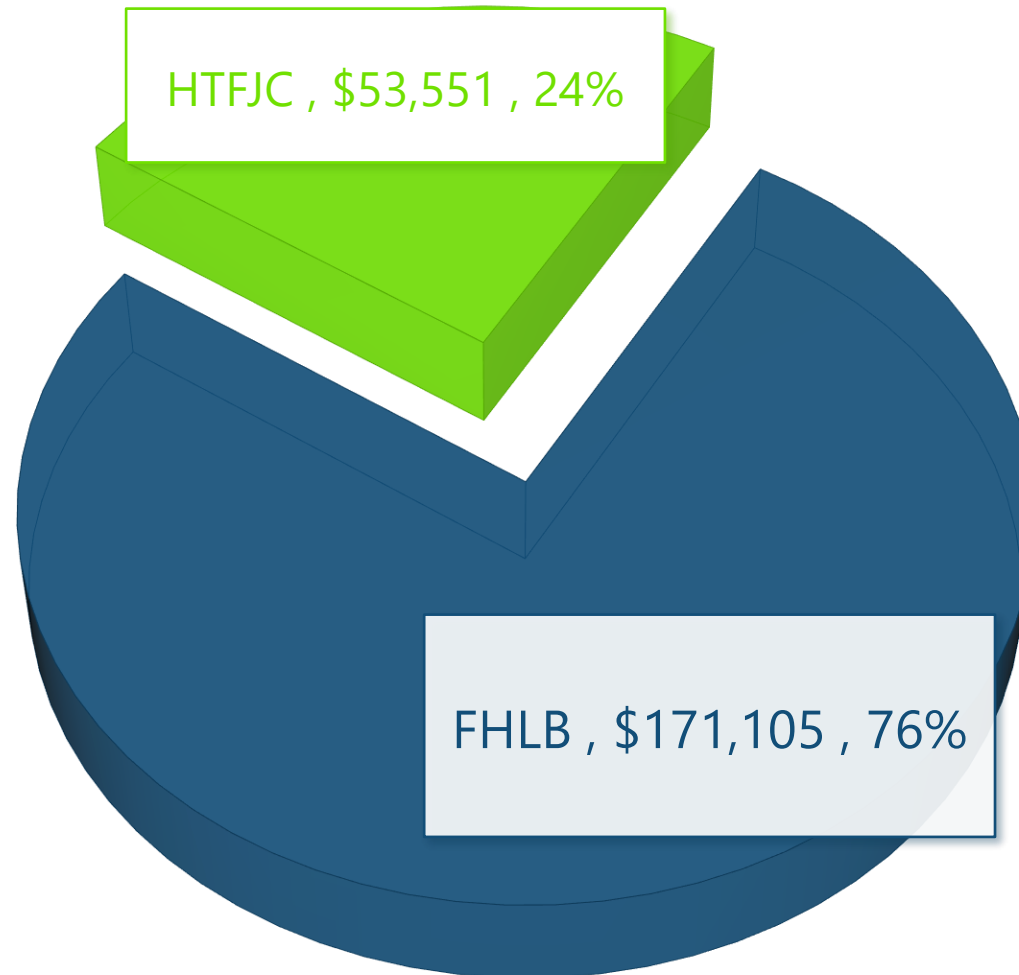
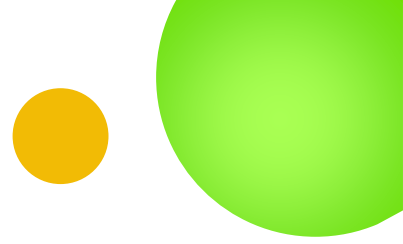
Income - AMI

- Below 30% - 3 HH
- Below 40% - 2 HH
- Below 60% - 4 HH
- Below 70% - 2 HH
- Below 80% - 4 HH

Added Barriers

- 46% of households **below** very low income
- 73% of households have an additional barrier beyond having a low income - such as a disability, elderly, victim of abuse, etc.

Owner- Occupied Rehab Expenses FY26



FHLB Owner-Occupied Housing

- 54 degrees
- Furnace the same day
- Other work, including windows, addressed over time



HOME Downpayment Assistance

- The **first of five** homeowners received assistance in FY26.
- \$35,000 in assistance, plus counseling
- Purchase price \$180,000 for a one bedroom, one bathroom
- Homeowner's income is 42% AMI, Mortgage+ = \$710 per month
- Daily commute is now shorter, closer to her Mom and Grandmother



Projects Funded (paid out) – FY26



Two Homes
And Downpayment Assistance

\$345,000



Successful Living

\$150,000



DVIP/RVAP
Six transitional homes

\$155,000

housing 
fellowship

3 Homes
Back Online

\$150,000

Projects Funded (paid out) – FY26 Continued



TMLD for Reach

\$200,000



Reach Willow

\$200,000



CFR Transitional

\$380,604



Cross Park Place Rehab

\$63,329

Projects Funded (paid out) – FY26 Continued



Systems Rehab

\$105,000



Immigrant Welcome

\$275,000



MYEP Acquisition

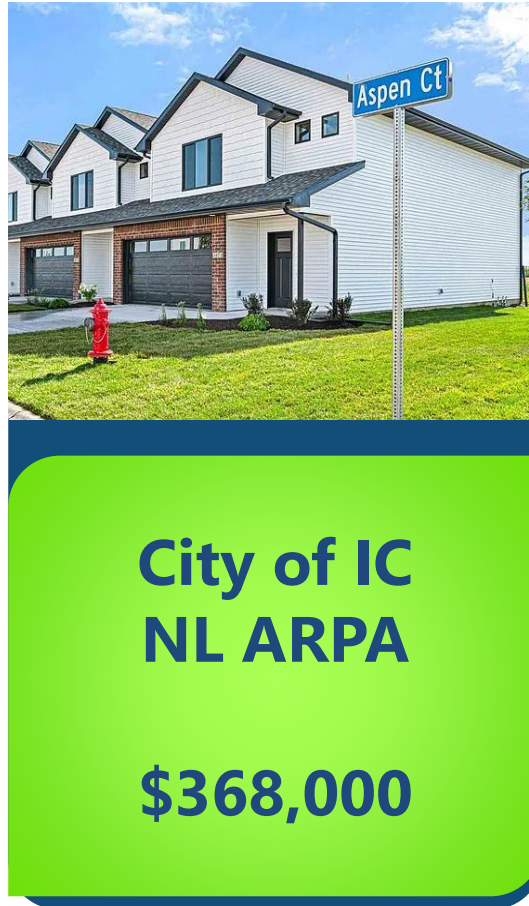
\$100,000



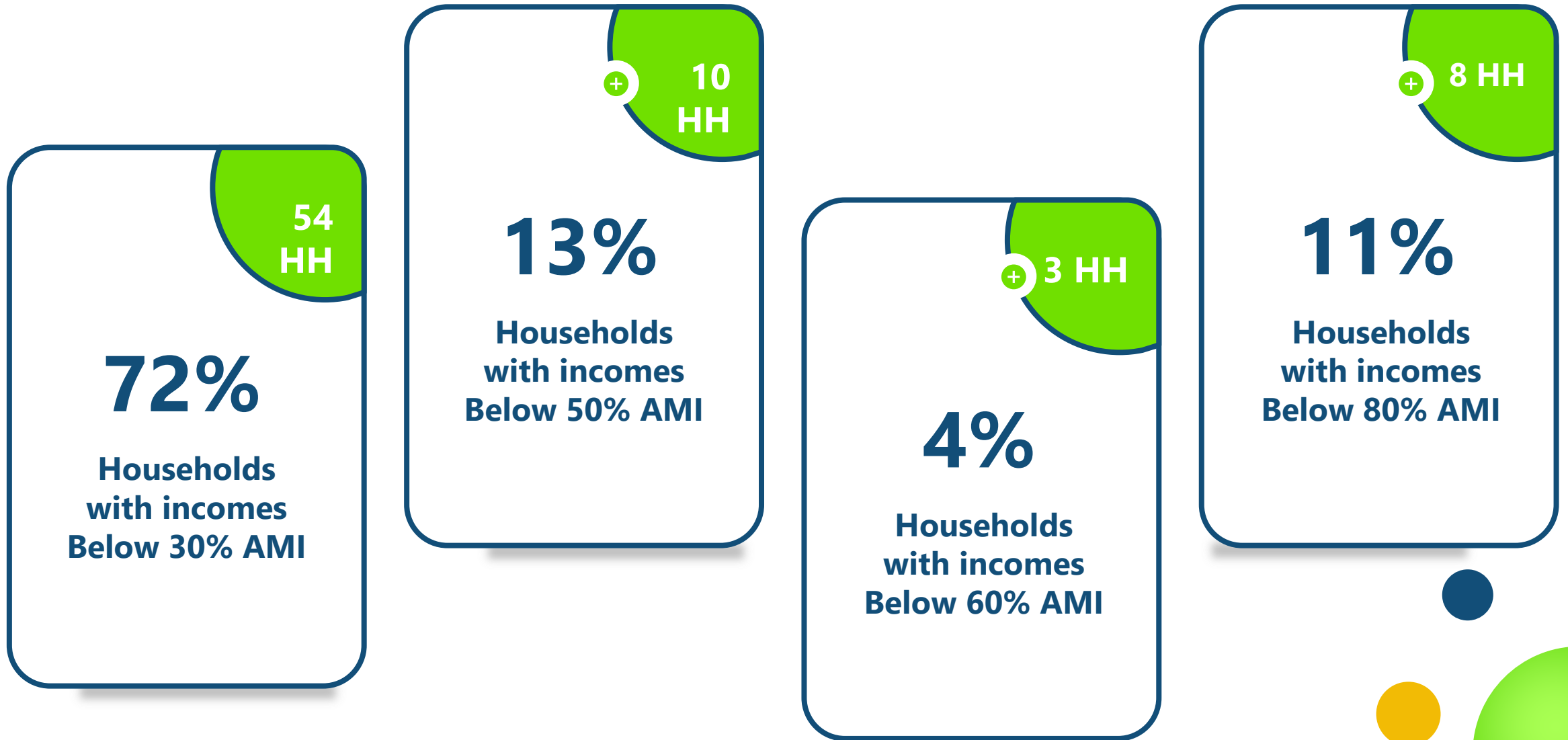
THF Student Build

\$150,000

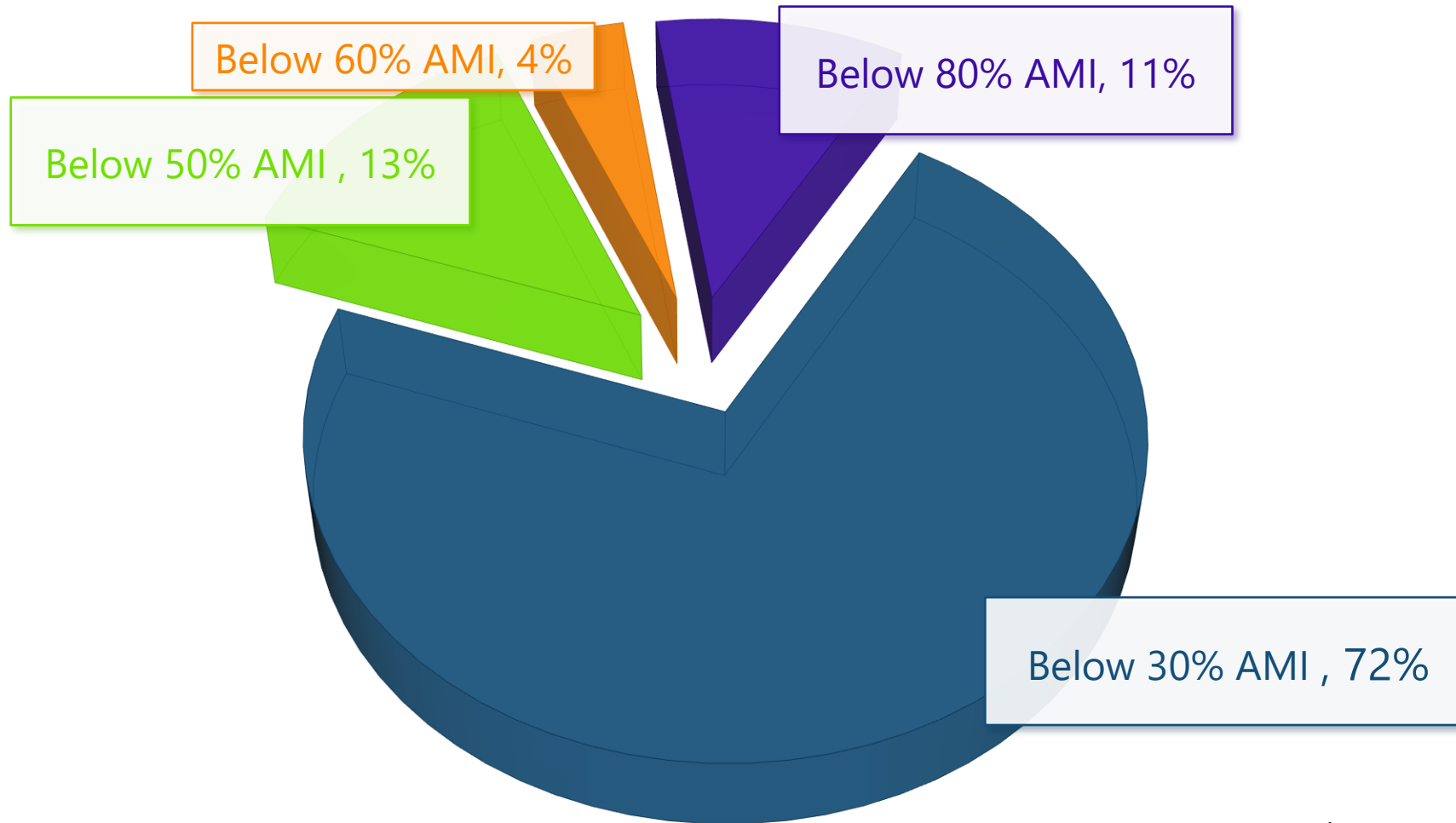
Projects Funded (paid out) – FY26 Continued



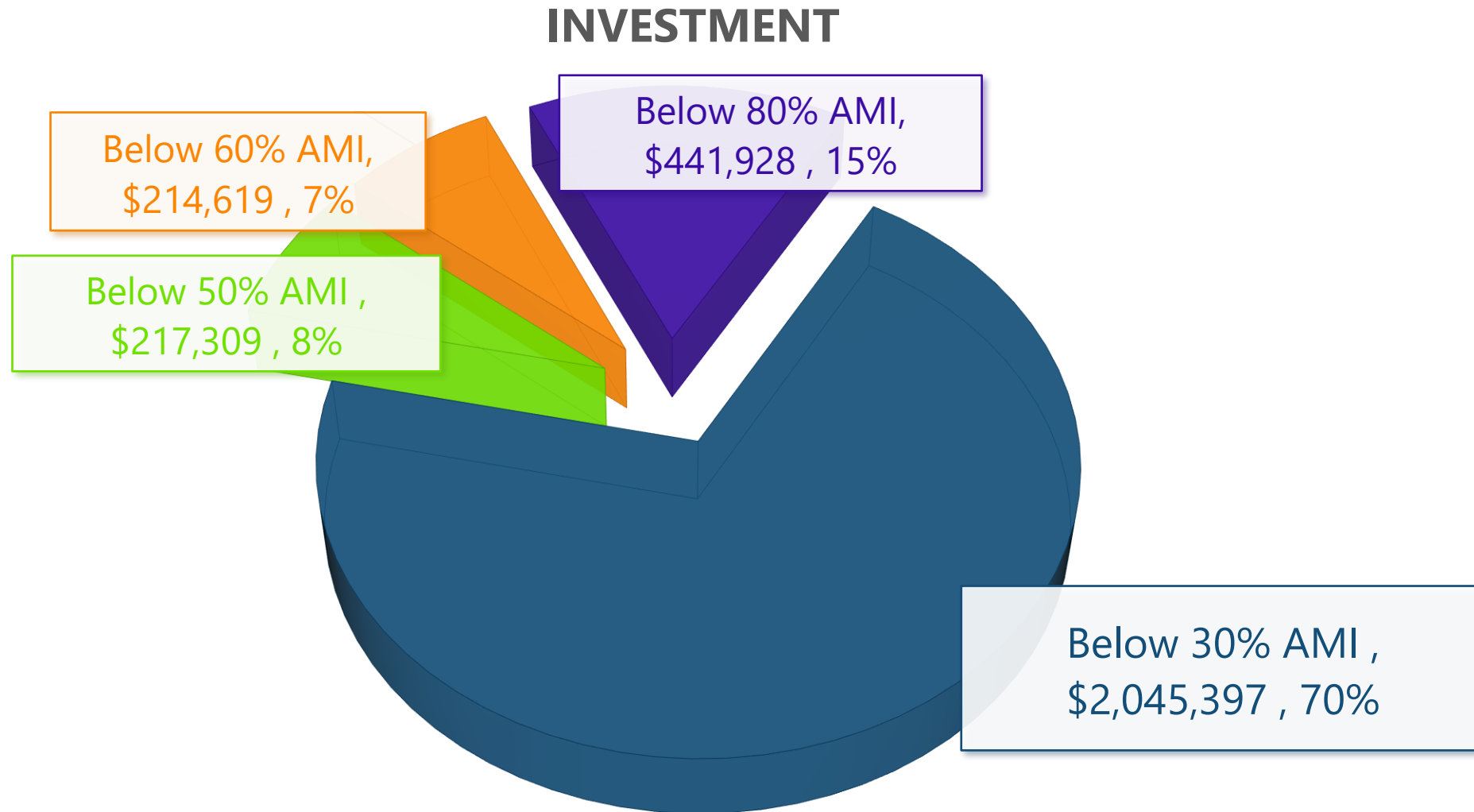
Incomes Served – 75 Households



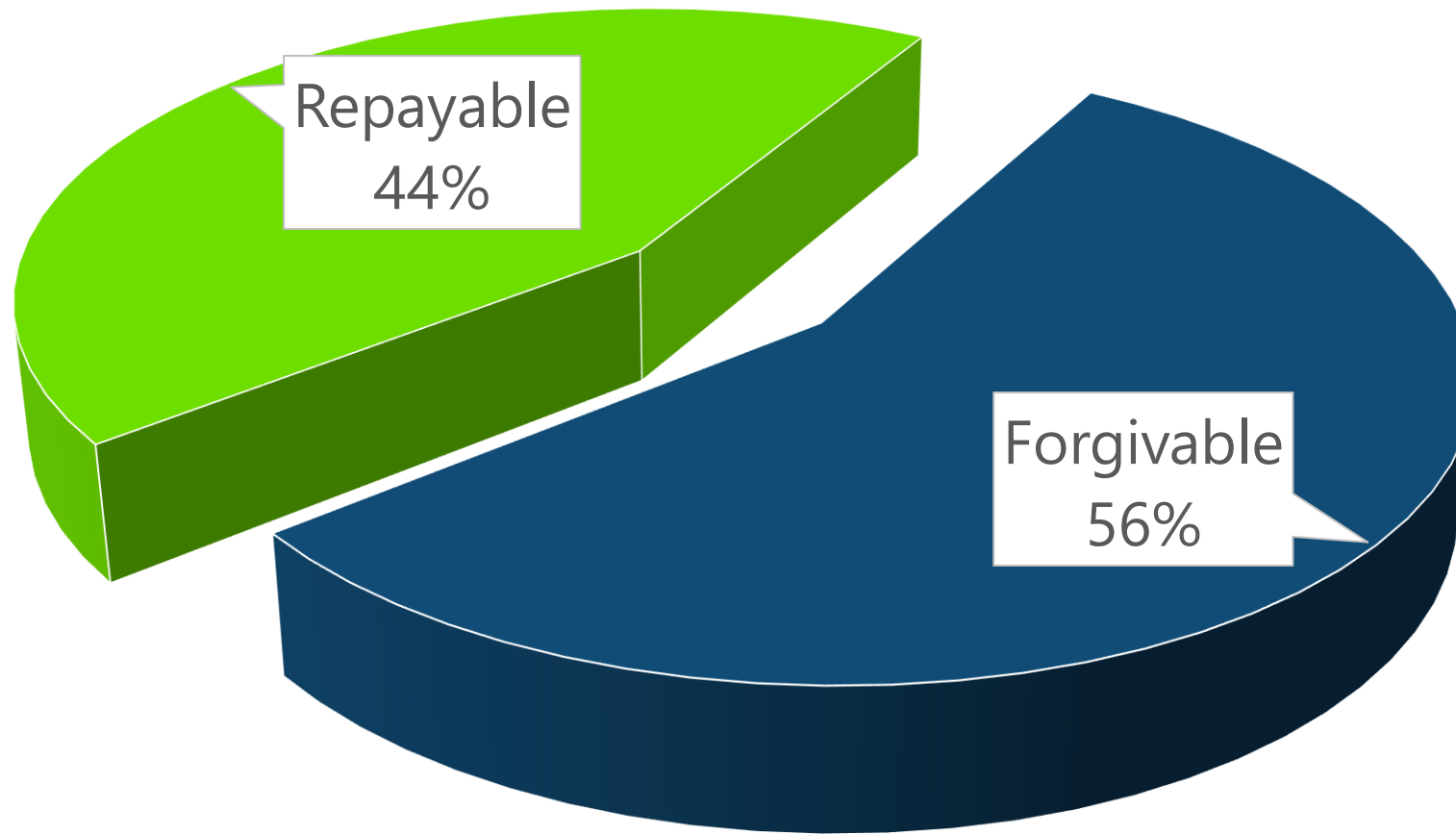
Incomes Served Households FY26



Investment: Incomes Served FY26



Loan Breakdown - FY26



Funding Rounds – FY26

	Funding Requested
Summer	\$ 8,850,000
Fall	\$ 900,000
Winter	\$ 8,550,700
Spring	\$ 1,350,000
Total	\$ 13,550,000

Awards – FY26

(completed or underway, withdrawn)

Entity	Location	Award Amount	Proposed Leverage	Type	Incomes	Households
IVHfH	Iowa City/Coralville	\$ 300,000	\$ 233,000	Homeownership	<80%	2
Shelter House	Iowa City	\$ 2,250,700	\$ 9,986,791	Supportive Rental	0- <30%	48
Union Develop.	Iowa City	\$ 949,300	\$ 57,482,393	Rental Housing	15 <50%, 140 <60%	155
TWG	Iowa City	\$ 2,200,000	\$ 52,085,070	Rental housing	<60%	187
Successful Living	Iowa City	\$ 150,000	\$ 200,000	Supportive Rental	<50%	5
DVIP/RVAP	Iowa City	\$ 155,000	\$ 2,632,508	Supportive Rental	<30%	6
City of Iowa City	Iowa City	\$ 1,800,000	\$ 8,949,001	Rental Housing	12 <30%, 24 <50%	36
IVHfH	Iowa City	\$ 300,000	\$ 250,000	Homeownership	<80%	2
Totals	Net – 7 IC 1 CV	\$ 8,105,000 Net - \$5,854,300	\$ 131,818,763 Net – \$ 121,831,972		Net – 18 <30% 44 <50% 327 <60% 4 < 80%	Net - 393

STRATEGIC PLAN KEY METRICS – FY26



INCREASE REVENUE

\$7,643 SHTF
\$50,000 HFU FOUNDATION



INCREASE REQUESTS FOR FUNDING

FY 25 REQUESTS = \$ 3,689,370
FY 26 REQUESTS = \$13,550,000

267% increase

Key Connections

Two added in FY26 –

- Funding
- United Way/JCAHC Strategic Doing



Local Homeless Coordinating Board

Fiscal agent and founder



Greater IC Community Development Innovation Council



Jo Co Affordable Housing Coalition Board of Directors



Others

- Local Option Sales Tax
- Home Builders – HBA
- Livable Communities
- Greater IC Apartment Association



**"Never doubt that a small
group of thoughtful,
committed citizens can
change the world; indeed, it is
the only thing that ever has."**

Margaret Mead

**Staff
Hired support
Volunteers:
Officers, Board Members,
Committee Members**

Thank You!



Housing Trust Fund of Johnson County
26 E. Market Street #123
Iowa City, IA 52245
Mailing Address: PO Box 2446, Iowa City, IA 52244
Email: emccabe@htfjc.org Website: www.htfjc.org
Office: 319.358.0212

FY 26 Annual Report Summary

Board of Directors

Rod Sullivan, President and
Secretary, Johnson County Board of
Supervisors

Crissy Canganelli, Vice-
President, Shelter House

John Warren, Treasurer
The Brems Group, CPAs

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Jessica Andino, University of  
Iowa

Simon Andrew, The Housing  
Fellowship

Jerry Anthony, University of  
Iowa, Urban & Regional Planning

Kaleb Beining, Iowa Landscape

Kirsten Frey, Shuttleworth &  
Ingersoll

Steve Gordon, AM Management

Andy Hodge, Hodge  
Construction

Cody Howell, University of Iowa

Hai Huynh, Coralville  
Community Food Pantry

Erika Kubly, City of Iowa City

Molly Miller, CBI Bank and  
Trust

Tracey Mulcahey, City of North  
Liberty

Phil O'Brien, Urban Acres Real  
Estate

Zach Wahls, Iowa Senate

### Staff

Ellen McCabe,  
Executive Director

Income: \$2,835,816  
Expenses: \$ 461,831 (including \$285,327 in grants/forgivable loans), plus  
Loans: \$2,676,933 paid out in loans and forgivable loans

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**FY26 Owner-Occupied Rehab Funded:** \$242,320 assisting 15 households

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**FY26 HTFJC Projects Funded:** \$2,676,933 for 60 households

Iowa Valley Habitat for Humanity, Homeowner Construction - \$300,000  
Iowa Valley Habitat for Humanity, Downpayment Assistance - \$45,000  
Successful Living, Acquisition of Supportive Rental Housing - \$150,000  
DVIP/RVAP, Construction of Supportive Rental Housing - \$155,000  
The Housing Fellowship, Rental Housing Rehabilitation - \$150,000  
TMLD for Reach, Construction of Supportive Rental Housing - \$200,000  
Reach for Your Potential, Purchase of Supportive Rental Housing - \$200,000  
Community and Family Resources, Purchase of Supportive Rental Housing - \$380,604  
Shelter House, Rehabilitation of Permanent Supportive Housing - \$63,329  
Systems Unlimited, Rehabilitation of Supportive Rental Housing - \$105,000  
Immigrant Welcome Network, Purchase of Transitional Housing - \$275,000  
Mayor's Youth Empowerment Program, Purchase of Supportive Rental Housing - \$100,000  
The Housing Fellowship, Construction of Rental Housing - \$150,000  
City of Iowa City, Purchase of Rental Housing (North Liberty ARPA) - \$368,000  
HOME Downpayment Assistance for First Time Homebuyer - \$35,000

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**FY26 HTFJC Projects Funded Leveraged:** \$4,779,490

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**FY26 HTFJC Project Awards** completed or moving forward as of June 30, 2026:  
\$5,854,300 committed for 393 households

Iowa Valley Habitat for Humanity, Homeowner Construction - \$300,000 (also above)  
Successful Living, Acquisition of Supportive Rental Housing - \$150,000 (also above)  
DVIP/RVAP, Construction of Supportive Rental Housing - \$155,000 (also above)  
Union Development, Construction of Rental Housing - \$949,300  
Together We Grow, Construction of Rental Housing - \$2,200,000  
City of Iowa City, Construction of Rental Housing - \$1,800,000  
Iowa Valley Habitat for Humanity – Homeowner Construction - \$300,000

**FY26 HTFJC Projects Awarded Potential Leverage:** \$121,831,972