



North Liberty City Council

August 1, 2016
(Rescheduled from July 26)
Regular Session

City Administrator Memo





City Council Memo

for July 26, 2016

from the desk of Ryan C. Heiar

Meetings & Events

Tuesday, Jul 26 at 6:30p.m.

City Council

Tuesday, Aug 2 at 6:30p.m.

Planning Commission

Tuesday, Aug 4 at 7:00p.m.

Parks & Recreation

Commission

Tuesday, Aug 9 at 6:00p.m.

City Council Work Session
& Meeting

Consent Agenda

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

- City Council Minutes (07/12/16)
- Claims
- June Revenues
- Liquor License Renewals
 - Rocky O'Brien's Public House
 - Vito's on 965

Fire Consultant Agreement

One the goals established in the 2016 Goal Setting Session with Jeff Schott was to "evaluate alternatives regarding fire protection services in North Liberty (such as, second fire station in NW part of town, evaluate efficiencies of joining together with Coralville Fire Department, evaluate concept of paid Fire Department)."

The agreement in your packet is with Donald Cox, who has a long career in Fire Service and now works as a consultant nationwide. In meeting with Mr. Cox, it is clear he is very knowledgeable in this field, has experience working in and leading a department in a rapidly growing city and will be able to assist us as we plan for the future needs of the department. Staff is recommending approval of the agreement with Mr. Cox, which has an estimated cost of \$4,500.

Shive Hattery Services Agreement, Streets/Water Facility

The Street Department has been discussing and planning for a brine production and storage building for several years (it's been included in the CIP since FY 15). This building and associated equipment will allow for the production of salt brine, which can be used as a pretreatment and in combination with sand and salt on roads to help with snow and ice removal. Throughout the planning and design process of the new

Ryan C. Heiar, City Administrator

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water plant, it's been challenging to accommodate the storage and maintenance space needs of the water department. Additionally, the SRF program was not willing to fund a separate storage and maintenance facility. The FY 18 (next fiscal year) CIP includes the construction of a joint facility, a Brine Production and Water Equipment and Maintenance Facility, funded with cash on hand within the water and streets budgets. The total project cost is estimated at just over \$1 million. Staff would like to begin design soon so that bids can be secured early next year and construction can begin early in FY 18. Staff is recommending approval of a design contract with Shive Hattery in the amount of \$133,000.

TIF Ordinance, Third and Final Reading

This ordinance is the mechanism that creates incremental tax revenues by establishing the base value of the property being provided the incentive – in this case, the future North Liberty Family Entertainment Facility property. The economic development agreement has been executed and staff recommends approval of the third and final reading of this ordinance

Smaller Lot Single Family Zoning (RS-9), Second Reading

In response to requests from developers, staff is suggesting a new, smaller single-family zoning district that is roughly equivalent in size and setback requirements to half of a smaller duplex lot. This could result in fewer duplexes, which developers say have started to reach a saturation point, and more single-family homes in the City. The main benefit to buyers is not needing to share a common wall or driveway and live in such close proximity to a neighboring family. Since there is no such existing district currently, every development proposed for this new district would need to be rezoned, affording Council the opportunity to judge its appropriateness. The draft in the packet included language requiring submission of front elevations as part of the district requirement, as was discussed at the previous meeting.

Pedestrian Traffic Improvements Plan

The final report from the Staff Traffic Committee is included in your packet and outlines the proposed improvements. Staff has already started coordinating some of the proposed projects so that the work can be completed prior to the start of school and would like to discuss any final thoughts or suggestions from Council at Tuesday's meeting. You will read in the report, after input from the Council and much debate at the staff level, the recommendation for the Penn/Dubuque/Stewart Streets intersection is to leave the school crossing at the current location, continue with the use of a crossing guard, add flashing-light signage indicating the crossing and encourage students to cross on the east side of the intersection.

The report also recommends removing parking on Birch Street, but additional guidance and discussion is still needed whether to remove parking from all of Birch Street or just between Front Street and the first Stewart Street intersection (about 320 feet). Any change in on-street parking requires Council approval via a resolution.

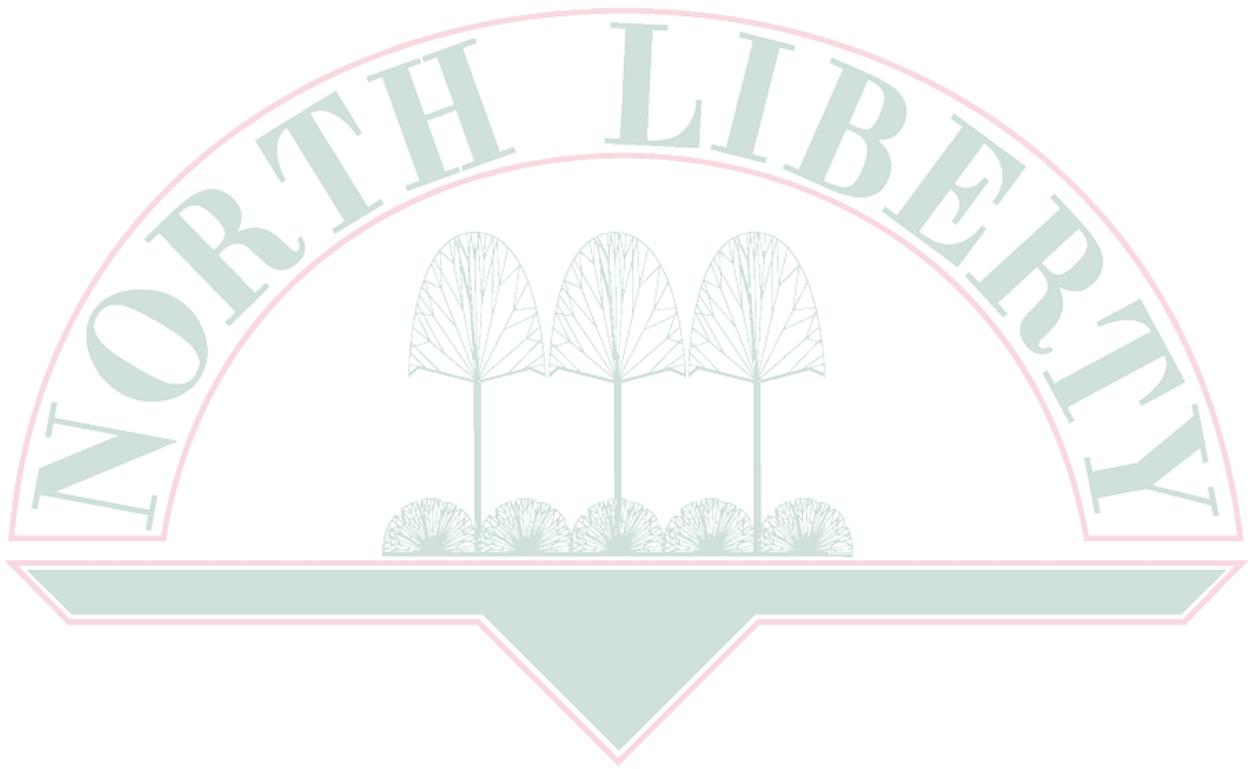
Water Plant Project, Easements

The construction of a new water plant requires the installation of a new raw water line from new wells that will be located north of Quail Creek Park to the new water plant location on Front Street as well as from the old water plant to the new water plant. A map is included in your packet outlining the location of the future raw water line. Most of the raw water line will be located on city owned property; however, some of the water main will need to be located on private property. In total, this project requires 15 easements, seven temporary and eight permanent. The permanent easement agreements include compensation to the property owner based on a percentage of the estimated value of the land, with a total cost for all easements at \$10,944.08. This agenda includes all of the easements needed for the project and staff recommends approval of the resolution approving the easements.

SRF Water Revenue Loan and Disbursement Agreement

The construction of the new nano-filtration water plant is being funded with State Revolving Loan Fund (SRF) monies. The resolution on the agenda starts the process to allow the City to draw down funds to pay for the project. The August 9th agenda will include a public hearing and loan and disbursement agreement with the SRF program. Once this project is completed (anticipated Fall 2018) and all payments have been made to the contractor, we will close on the loan and finalize the amortization schedule.

Agenda





AGENDA
North Liberty City Council
Monday, August 1, 2016
(Rescheduled from July 26, 2016)
Regular Session
6:30 p.m.
City Council Chambers

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, July 12, 2016
 - B. City Council Minutes, Special Session, July 29, 2016
 - C. Claims
 - D. June Revenues
 - E. Liquor License Renewal, Rocky O'Brien's Public House, Class C Liquor License with Outdoor Service and Sunday Sales privileges
 - F. East Growth Utilities Project, Change Order Number 6, Langman Construction, \$3,976.76
5. Public Comment
6. City Planner Report
7. City Engineer Report
8. City Attorney Report
9. City Administrator Report
10. Fire Consultant Agreement
 - A. Resolution Number 2016-73, A Resolution approving the Agreement for Fire Department Services between the City of North Liberty and Donald L. Cox
11. Shive-Hattery Services Agreement
 - A. Resolution Number 2016-74, A Resolution approving a Services Agreement between the City of North Liberty and Shive-Hattery, Inc.
12. TIF Ordinance

- A. Third consideration and adoption of Ordinance Number 2016-09, An Ordinance providing for the division of taxes levied on taxable property in the January, 2016 addition to the North Liberty Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa

- 13. Smaller Lot Single Family Zoning Ordinance
 - A. Second consideration of Ordinance Number 2016-10, An Ordinance amending the North Liberty Code of Ordinances by updating Chapter 168 Zoning Code – RS Zones – Single Family Residence Districts, Chapter 169 Zoning Code – Development Regulations and Chapter 165 Zoning Code to add language regarding a smaller lot single family zoning district called RS-9,

- 14. Pedestrian Traffic Improvements Plan
 - A. Discussion regarding proposed improvements

- 15. Water Project
 - A. Resolution Number 2016-75, A Resolution approving the Temporary Construction Easement Agreements and the Public Easement Agreements for the Water Infrastructure Improvement Project between numerous property owners and the City of North Liberty, Iowa

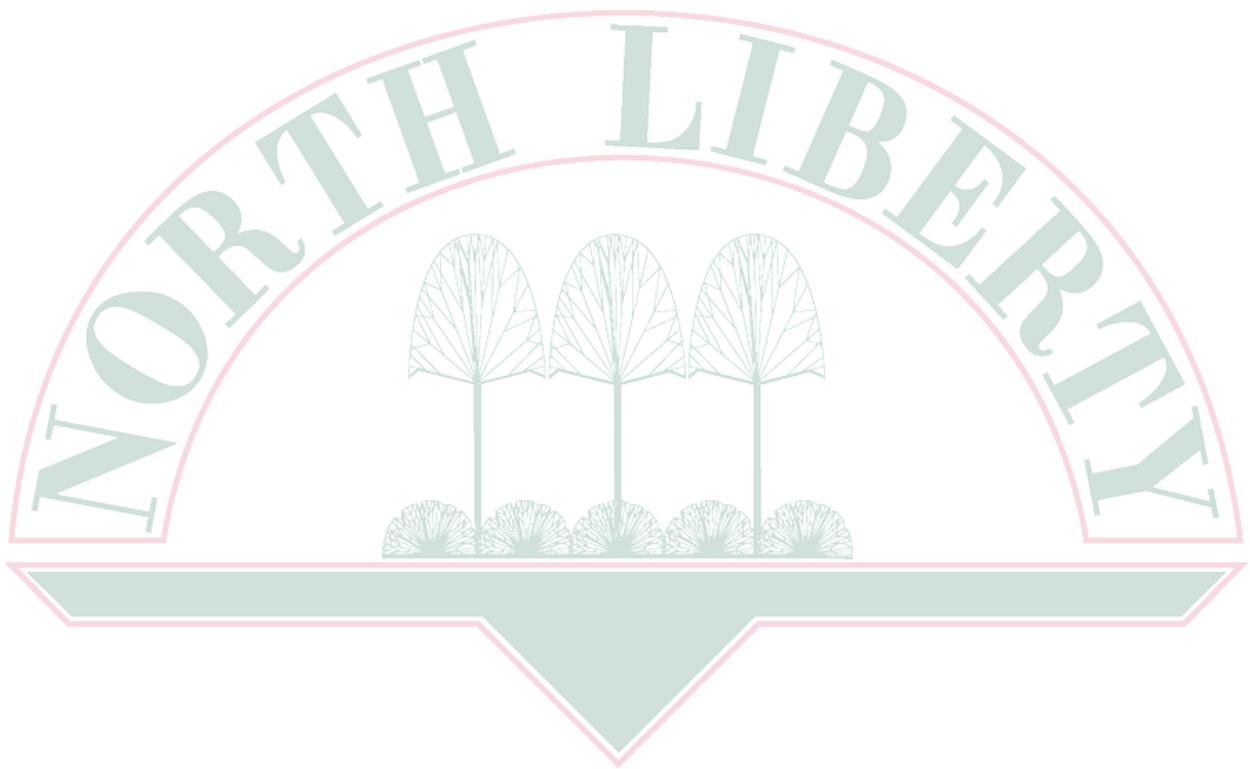
- 16. SRF Water Revenue Loan and Disbursement Agreement
 - A. Resolution Number 2016-76, Resolution to fix a date for a public hearing on a proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder

- 17. Old Business

- 18. New Business

- 19. Adjournment

Consent Agenda





Minutes

North Liberty City Council
July 12, 2016
Work Session
Regular Session

Call to order

Mayor Amy Nielsen called the July 12, 2016 Work and Regular Session of the North Liberty City Council to order at 6:05 p.m. Councilors present: Annie Pollock, Jim, Sayre and Brian Wayson; absent - Terry Donahue and Chris Hoffman.

Others present: Ryan Heiar, Tracey Mulcahey, Scott Peterson, Kevin Trom, Dean Wheatley, Stefan Juran, Justin Campbell, Nick Bergus and other interested parties.

Approval of the Agenda

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

Work Session

Penn Street Corridor Study

Justin Campbell from Shive Hattery presented the results of the traffic study on the Penn Street corridor.

Councilor Donahue arrived at 6:11 p.m.

Council discussed the study with staff.

Councilor Hoffman arrived at 6:19 p.m.

Council discussed speed and sight distance, controls at individual intersections, and pedestrian signs, lights and crossings. Staff will be bringing back the pedestrian traffic improvements for the July 26 Council meeting.

Highway 965 Renaming Committee Recommendation

Nick Bergus presented information regarding the Highway 965 renaming. Council discussed the potential names.

Consent Agenda

Pollock moved, Sayre seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on June 28, 2016; the attached list of Claims; Phase I Water System Improvements, Pay Application Number 2 to Harn R/O Systems, Inc. in the amount of \$51,941.25; Phase II, WWTP Improvements, Change Order Number 6 to Tricon Construction Group in the amount of \$3,942.11; Phase II, WWTP Improvements, Pay Application Number 10 to Tricon Construction Group in the amount of \$1,087,320.57; North Liberty Road/Dubuque Street Project, Change Order Number 4 to Streb Construction in the amount of \$483.00; North Liberty

Road/Dubuque Street Project, Change Order Number 5 to Streb Construction in the amount of \$16,399.66; North Liberty Road/Dubuque Street Project, Pay Application Number 4 to Streb Construction in the amount of \$966,434.01; Penn Street ICAAP Project, Change Order Number 4 to Metro Pavers in the amount of \$1,873.25; Penn Street ICAAP Project, Pay Application Number 4 to Metro Pavers in the amount of \$260,558.23; and Penn Meadows Park Splash Pad Project, Pay Application Number 1 to Calacci Construction in the amount of \$7,500.00. The vote was all ayes. Consent Agenda approved.

Public Comment

Coleen Chipman offered concerns regarding the zoning on the Mickelson property and requested a review of the process of notification of owners. Chipman suggested Liberty Drive/Highway 965 as a name suggestion for Highway 965.

City Planner Report

City Planner Wheatley reported on improvements to be installed before the start of the school year. He ran the route for transit again Tom Brase and a driver. He is waiting on draft contract from the County.

City Engineer Report

City Engineer Trom reported that Dubuque Street/North Liberty Road is 60% complete. The contractor is working on the north side of the street and the roundabout. The storm sewer is complete on the north side. The Penn Street project paving is complete on the north side. The contractor is working on the planted medians. The new permanent traffic signal for Alexander Way is set to arrive in late July or early August. The Water Plant Project bid documents will be released very soon. Bids will be received in August. The Penn Meadows Splash Pad contractor has started construction. It should be complete in August. The Wastewater Treatment Plan project is about 58% complete. The SRF Sponsored Water Quality Project is expected to start construction in August. Council discussed the report with Trom.

City Attorney Report

City Attorney Peterson provided Council with a case update. The easements for the water project are all complete but one. He is delaying the legislative update until after a webinar he is attending next week.

Assistant City Administrator Report

Assistant City Administrator Mulcahey reported 85 applications have been received for SQR for a total of \$99,000. She will be attending Clerk's School next week. She is working hard to close out the fiscal year.

City Administrator Report

City Administrator Heiar reported that he is working on an agreement with a fire consultant to address organization structure of Fire Department. The agreement will be presented at the next Council meeting. With Don Colony's retirement, the job description is being updated. Advertisement for the position will start shortly. Heiar reminded Council the Joint Meeting is scheduled on July 18 in Coralville.

Mayor Report

Mayor Nielsen proclaimed July 11 - 15 as Disability Voter Registration Week in North Liberty, Iowa. Mayor Nielsen read a proclamation of appreciation for the 10th Annual Blues and BBQ event. Councilor Donahue spoke regarding KCRG's recognition of City in Our Town.

Board Appointment

Hoffman moved, Sayre seconded to approve the Mayor's appointment of Josephine Bathke to the Board of Appeals for a term ending June 30, 2020. After discussion, the vote was: ayes – Donahue, Wayson, Sayre, Hoffman, Pollock; nays – none. Appointment affirmed.

Hodge Construction Rezoning Request

Hoffman moved, Sayre seconded to approve the third consideration and adoption of Ordinance Number 2016-08, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by Hodge Construction Company located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-6 Single Family Residential Zoning District and RS-7 Single Family Residential Zoning District (PAD). After discussion, the vote was: ayes – Wayson, Hoffman, Sayre, Pollock, Donahue; nays – none. Motion carried.

Mickelson First and Second Addition Preliminary Plat

Wheatley reported that staff and the Planning Commission recommend approval of the Preliminary Plat application. Trom presented information regarding the management of drainage.

Kevin Digmann was present on behalf of the applicant and offered to answer questions.

Sayre moved, Hoffman seconded to approve Resolution Number 2016-72, A Resolution approving the Preliminary Plat of Mickelson First & Second Addition, North Liberty, Iowa. After discussion, Donahue moved, Hoffman seconded to table. The vote was: ayes – Sayre, Hoffman, Wayson, Pollock, Donahue; nays – none. Motion carried.

TIF Ordinance

Donahue moved, Pollock seconded to approve the second consideration of Ordinance Number 2016-09, An Ordinance providing for the division of taxes levied on taxable property in the January, 2016 addition to the North Liberty Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa. After discussion, the vote was: ayes – Pollock, Sayre, Wayson, Hoffman, Donahue; nays – none. Motion carried.

Smaller Lot Single Family Zoning Ordinance

Donahue moved, Wayson seconded to remove this item from the table. The vote was all ayes. Motion carried.

Donahue moved, Wayson seconded to approve the first consideration of Ordinance Number 2016-10, An Ordinance amending the North Liberty Code of Ordinances by updating Chapter 168 Zoning Code – RS Zones – Single Family Residence Districts, Chapter 169 Zoning Code – Development Regulations and Chapter 165 Zoning Code to add language regarding a smaller lot single family zoning district called RS-9. After discussion, the vote was: ayes – Sayre, Wayson, Hoffman, Pollock, Donahue; nays – none. Motion carried.

Water 28E Agreement

Hoffman moved, Wayson seconded to approve Resolution Number 2016-68, A Resolution approving the 28E Agreement between the City of Coralville and the City of North Liberty, Johnson

County, Iowa for an emergency water connection between the cities. After discussion, the vote was: ayes – Hoffman, Pollock, Donahue, Sayre, Wayson; nays –none. Motion carried.

IDOT Agreement

Hoffman moved, Pollock seconded to approve Resolution Number 2016-44, A Resolution approving the Agreement for Maintenance and Repair of Primary Roads between the City of North Liberty and the Iowa Department of Transportation. After discussion, the vote was: ayes – Hoffman, Pollock, Sayre, Wayson; nays –Donahue. Motion carried.

Old Business

No old business was presented.

New Business

Councilor Hoffman reported that the CVB rebranding to a DMO will be unveiled next week.

Adjournment

At 7:56 p.m., Mayor Nielsen adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Amy Nielsen, Mayor

Attest:

Tracey Mulcahey, City Clerk



Minutes
North Liberty City Council
July 29, 2016
Special Session

Call to order

Mayor Amy Nielsen called the July 29, 2016 Special Session of the North Liberty City Council to order at 9:03 a.m. Councilors present: Terry Donahue, Annie Pollock, Jim Sayre and Brian Wayson. Absent - Chris Hoffman.

Others present: Ryan Heiar.

Agenda

Donahue moved, Sayre seconded to approve the agenda. The vote was all ayes. Agenda approved.

Liquor License

Wayson moved, Annie seconded to approve the Liquor License application for Vito's on 965, Inc. The vote was all ayes. License application approved.

Adjournment

At 9:05 a.m., Mayor Nielsen adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Amy Nielsen, Mayor

Attest:

Tracey Mulcahey, City Clerk

JUNE 30TH, 2016

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	1,813,834.74	10,967,258.62
011-FIRE EQUIPMENT CAPITA	99,403.82	145,329.82
012-LIBRARY CAPITAL FUND	54.75	18,359.20
013-RECREATION CAPITAL FU	70,000.00	72,380.77
014-POLICE CAPITAL FUND	740.00	10,990.00
015-TRANSPORTATION IMPACT	31,077.91	181,305.31
016-STORMWATER IMPACT FEE	0.00	0.00
017-TREE PROGRAM	0.00	19,211.50
018-PARK CAPITAL FUND	12,008.09	745,735.18
019-YOUTH SPORTS SCHOLARS	1,725.13	16,630.68
020-EQUIPMENT REVOLVING	773,464.38	807,956.48
021-TELECOMMUNICATIONS EQ	15,000.00	15,000.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	600.19	19,240.67
025-POLICE SEIZED FUNDS	0.00	0.00
060-ROAD USE TAX FUND	148,180.54	1,652,749.00
061-STREET CAPITAL PROJEC	0.00	445,500.00
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	35,827.90	4,509,489.20
110-DEBT SERVICE FUND	3,292,833.82	5,450,063.42
210-TRUST AND AGENCY	9,314.42	1,275,335.02
280-CUSTOMER DEPOSITS	18,300.00	170,440.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	0.00	100,000.00
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	3,420,521.85
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	350,000.00
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	5,180.00	130,180.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	450,000.00
322-LIBRARY BUILDING FUND	10.48	14,270.71
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	1,100.00
510-WATER FUND	293,445.49	3,342,640.11
511-WATER CAPITAL RESERVE	85,500.00	85,500.00
512-WATER SINKING FUND	56,264.00	1,165,168.00
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	324,164.90	3,663,871.50
520-SEWER FUND	344,532.11	3,860,949.17
521-SEWER CAPITAL RESERVE	215,583.33	388,843.46
522-SEWER SINKING FUND	85,071.42	1,020,857.04
523-WASTEWATER TREATMENT	1,483,955.58	9,663,828.66
524-SEWER TRUNK AND I&I	0.00	3,068,646.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	16,432.00	193,765.51
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	9,232,505.00	57,443,116.88

Applicant License Application (LC0040291)

Name of Applicant:	<u>Rocky O'Brien's Public House, LLC</u>				
Name of Business (DBA):	<u>Rocky O'Brien's Public House</u>				
Address of Premises:	<u>720 Pacha Parkway</u>				
City	<u>North Liberty</u>	County:	<u>Johnson</u>	Zip:	<u>52317</u>
Business	<u>(319) 665-2010</u>				
Mailing	<u>720 Pacha Parkway</u>				
City	<u>North Liberty</u>	State	<u>IA</u>	Zip:	<u>52317</u>

Contact Person

Name	<u>Kelly Crawford</u>				
Phone:	<u>(319) 430-0525</u>	Email	<u>kellycraw88@hotmail.com</u>		

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 08/01/2016

Expiration Date: 07/31/2017

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>				
Corporate ID Number:	<u>459619</u>	Federal Employer ID	<u>46-3011260</u>		

Ownership

Kelly Crawford

First Name: Kelly

Last Name: Crawford

City: Coralville

State: Iowa

Zip: 52241

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Society Insurance</u>				
Policy Effective Date:	<u>08/01/2016</u>	Policy Expiration	<u>08/01/2017</u>		
Bond Effective	Dram Cancel Date:				
Outdoor Service Effective	Outdoor Service Expiration				
Temp Transfer Effective Date	Temp Transfer Expiration Date:				

City of North Liberty
Inspection Report for Alcoholic Beverage Licensing
Chapter 15.04 of the Municipal Code

License Type C Beer/Liquor Sunday Sales Yes Renewal New/Amended

Outdoor Serv.
Legal Name of Applicant: Rocky O'Brien's Public House LLC

Name of Business (DBA): Rocky O'Brien's Public House

Address of Business: 720 Pacha Parkway #778 N. Liberty Ia.

Contact Phone: Kelly Crawford (319) 430-0525

Section 5.04.100 of the Municipal Code requires approval from the following City and County Departments

City of North Liberty Inspection Department:

The above mentioned property is located within a zoning district permitting the sale or consumption of alcoholic beverage.

[Signature]
Code Official

5-31-16
Date

An inspection was performed at the above referenced property to verify fire extinguisher maintenance program and exit requirements.

Designated Fire Inspector

Date

Johnson County Health Department:

The above mentioned food facility at the listed address is: (check one)

Is currently license in accordance with Iowa Food Code.

In the process of becoming licensed in accordance with the Iowa Food Code.

[Signature]
Johnson County Health Official

6/1/16
Date

City of North Liberty

Iworq Permit 6015

License Expires 7/31/2016

State License # LC 0040291

Renewal letter Pending Dram Shop official e-mail 6/1/2016

Council Agenda date 7-12-2016



North Liberty Fire Dept (IA)
25 W Cherry St PO Box 77
North Liberty, IA 52317

Fire Dept Violation Notice

June 29, 2016

Rocky O'Brien Public House
720 Pacha PKY, Suite #7/8
North Liberty, IA 52317

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from Jun 29, 2016.

If you fail to comply with this notice before the re-inspection date listed, you may be liable for the penalties & fees provided for by law for such violations.

Fire Inspection Fees:

- Initial Fire Inspection: No Charge
- 1st Re-Inspection: No Charge
- 2nd Re-Inspection: \$75.00
- Additional Re-Inspections: Municipal Infraction, Daily until Corrected.

Violations

7.2.1.2 30 Day Inspection.

Note Fire extinguishers shall be inspected either at a minimum of 30-day intervals by staff. Documentation of the 30 day inspection shall be recorded on the backside of the inspection tag (Date & Initials) or on a log book.

- Complete monthly inspection.

605.4.3 Installation

Note Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage. Must be plugged directly into an outlet. Must be placed on the floor or secured to the wall.

- SW tv near exit. Mount surge protector.



Violations

1008.1.3 Door opening force

Note The force for pushing or pulling open interior swinging egress doors, other than fire doors, shall not exceed 5 pounds. For other swinging doors, as well as sliding and folding doors, the door latch shall release when subjected to a 15-pound force. The door shall be set in motion when subjected to a 30- pound force. The door shall swing to a full-open position when subjected to a 15-pound force.

-- Kitchen exit door, door & hinges not aligned, too hard to open.



907.9.5 Maintenance, inspection and testing

Note

- fire alarm pull station access is obstructed. Recommend moving pull station or remove storage.



5.2.1.1.2 Painted, Corroded, Leaking Sprinkler Heads

Note

- kitchen north dry storage. Sprinkler head escutcheon plate is not secure. Put back securely on ceiling.



605.5 Extension cords

Note Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage. Must be plugged directly into an outlet. Must be placed on the floor or secured to the wall.

- north Miller light pool table light is plugged into an extension cord. Must be plugged directly into an outlet or surge protector is amperage draw allows.



906.6 Unobstructed and unobscured

Note

Portable fire extinguishers shall not be obstructed or obscured from view. In rooms or areas in which visual obstruction cannot be completely avoided, means shall be provided to indicate the locations of extinguishers.

-- Keep area around fire extinguisher clear.



Inspection Note Exit signs and emergency lights are mounted too high to check during inspection. Ensure monthly checks are being performed.

Visit us at www.nlfire.org

Complete code references can be found at: <http://www.nlfire.org/permits.html>

HARDIN BRYAN HARDIN
Inspector

Greg kilberger

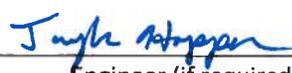
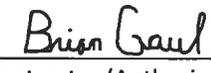
Date of Issuance: July 6, 2016	Contract Effective Date: March 2, 2015
Project: East Growth Area Water & Sewer Extensions	FOX Ref No.: 2489-13A.660
Owner: City of North Liberty	
Contractor: Langman Construction Co.	
Engineer: FOX Engineering	

The Contract is modified as follows upon execution of this Change Order:

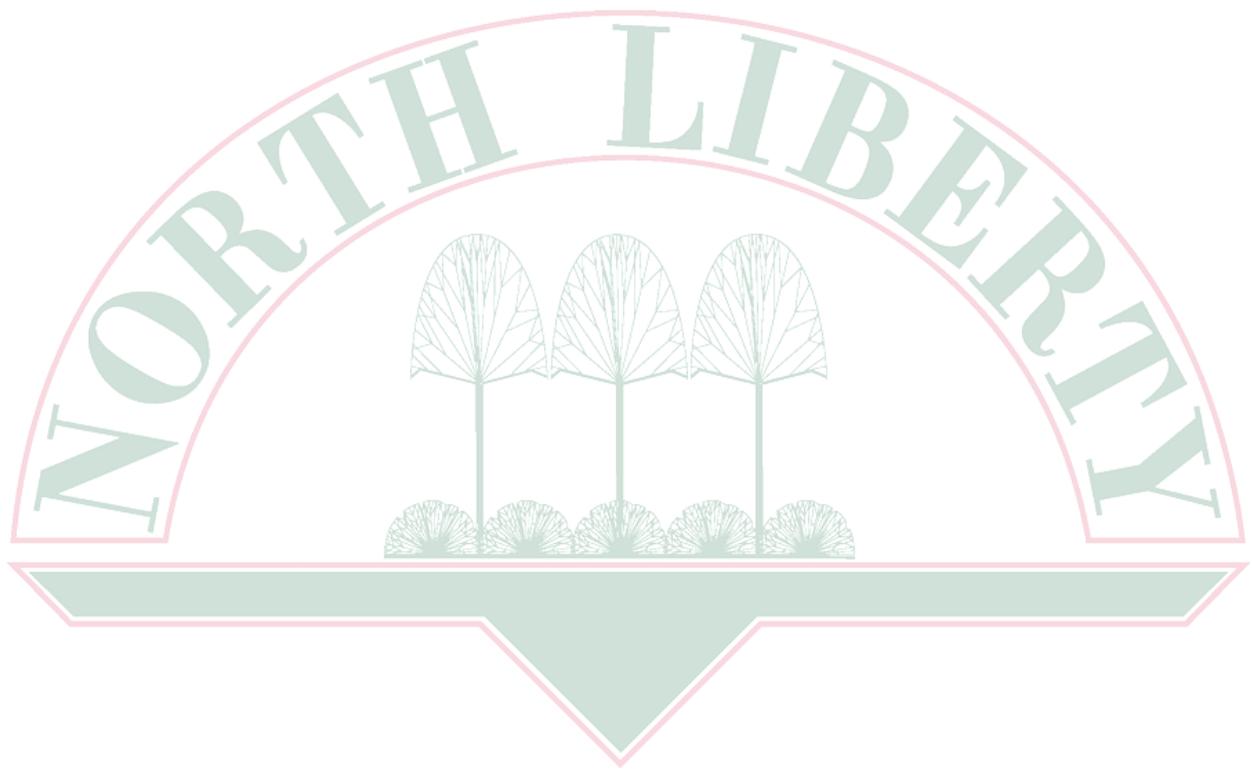
Item 1 Add a power quality meter to the main distribution panel. Change order shall include complete installation of power quality meter in stand-alone cabinet and programming of power quality meter. Power quality meter shall have two discrete outputs as required to interface with facility control system as specified in Division 25. **Add \$3,976.76 for these changes.**

Attachments: Langman proposal (including attachments, dated June 29, 2016)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 4,864,867.50</u>	Original Contract Times: Substantial Completion: <u>April 1, 2016</u> Ready for Final Payment: <u>June 1, 2016</u>
Increase from previously approved Change Orders No. to No. <u>5</u> : <u>\$28,964.28</u>	Increase from previously approved Change Orders No. 1 to No. <u>5</u> : Substantial Completion: <u>252 days</u> Ready for Final Payment: <u>191 days</u>
Contract Price prior to this Change Order: <u>\$ 4,893.831.78</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 9, 2016</u> Ready for Final Payment: <u>December 9, 2016</u>
Increase of this Change Order: <u>\$3,976.76</u>	[Increase] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: <u>\$ 4,897,808.54</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 9, 2016</u> Ready for Final Payment: <u>December 9, 2016</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>City Administrator</u>	Title: <u>Project Manager</u>
Date: <u>7/6/2016</u>	Date: _____	Date: <u>7/6/2016</u>

City Planner Report



Fire Consultant Agreement



Donald Lee Cox

1932 Maple Circle- West Des Moines, IA 50265-4268 (515) 327-0650

Career Goal:

To continue working toward the improvement of fire service management techniques by enhancing human resource development among all members of the public safety work force. Communication, education and customer service are the vehicles for such progress.

Work Experience:

(Life-long Full-time career in Emergency Services-over 40 years)

City of West Des Moines, 3421 Ashworth Road, West Des Moines, IA (515) 222-3421
06/2000-01/2015 (retired). FIRE CHIEF – Responsible for a combination fire department with five fire stations, 52 career personnel and 40 on-call volunteers. Population - 55,000+

Town of Menasha, (8 years) 1326 Cold Spring Road, Neenah, Wisconsin (920) 729-0931 06/92-06/2000. FIRE CHIEF - Responsible for a combination fire department with two stations, three career personnel and fifty paid-on-call fire fighters.

Iowa State University, Fire Service Institute (4 years) Haber Road- Ames, Iowa 50010 (515) 294-8450 11/88 to 06/92...FIRE SERVICE EDUCATION SPECIALIST
Administration/management of Fire Officer Development & Fire Department certification programs.

Seminole Fire Rescue, 11195-70th Ave. N. (10 years) Seminole, Florida 34642 (813) 393-8711 ---10/85-11/88... DIRECTOR OF TRAINING - Responsible for budget, human resource development and public information services. 80 career and 30 volunteer personnel. 2/84-10/85...Director(Capt.) of Emergency Medical Service. 12/82-2/84...Lieutenant, Company Officer. 02/79-12/82...Firefighter/Paramedic

Dunedin Fire Department, 733 Milwaukee Ave. (1 year) Dunedin, Florida 33528
01/78-02/79...Fire Fighter/EMT; Pension Board Director

West Des Moines Volunteer Fire Department (2 years) 35th & Ashworth - West Des Moines, Iowa 50265 01/72-10/74...Volunteer Fire Fighter

Education and Training:

Harvard University – John F. Kennedy School of Government – Program for Senior Executives in State and Local Government - Cambridge, MA February, 2002

Iowa State University- Ames, Iowa 50010
Master of Science, Education with an emphasis in Organizational Management and Human Resource Development, 1991.

National Fire Academy- Emmitsburg, Maryland

Executive Fire Officer Graduate- October, 1990

Drake University- Des Moines, Iowa 50311
Bachelor of Arts, Journalism with Education minor, 1975.

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Donald Lee Cox

Page 2 of 2

St. Petersburg Junior College- Clearwater, Florida
Associate of Science, Emergency Medical Technology, 1983.
Associate of Science, Fire Administration, 1981.

Adjunct Faculty Member:

National Fire Academy, Leadership for the Fire Service/Evaluator of EFO Research Papers
Federal Emergency Management Agency, Emmitsburg, Maryland 12/88-Present

Iowa Fire Service Training Bureau, Ames, Iowa 2000-Present

Institute for Life Safety & Technology Emergency Management Education
Leadership/ Management and Company Officer Development 3/85-3/97

St. Petersburg Junior College, Fire Administration Degree Program, Clearwater, Florida
09/84-11/88

St. Petersburg Vocational Technical Institute
Fire Personnel Recruit Training, St. Petersburg, Florida 03/80-11/88

Career Highlights:

First Exposure to Emergency Services - Volunteer Fire Fighter - 1972. West Des Moines, Iowa

Wales & British Fire Service Cultural Exchange - Rotary International, April-May, 1988

Appointed to the Board of Directors - International Society of Fire Service Instructors,
Ashland, MA., 1989

Main Program Speaker - International Fire Department Instructor's Conference; Cincinnati,
Ohio- April, 1991 "Issues & Challenges of the 1990s"

National Fire Academy - Emmitsburg, Maryland. Very active as a student (Executive Fire
Officer Graduate) and later part-time instructor/evaluator for the Academy. 1982-Present.

CPSE- Fire Service Accreditation Achievement – Town of Menasha Fire Department. May,
2000. West Des Moines Fire Department, Feb., 2006. First fire departments in the State of
Wisconsin and the State of Iowa to achieve accreditation. Program Manager for both projects.

West Des Moines, Iowa – Having been fire chief, in one of the most rapidly growing
communities in the Midwest, challenges included, achieving CPSE accreditation, developing

strategic plans, new organizational structure, implementation of Standard Operating Procedures, comprehensive community planning, combined services with neighboring fire departments and collaborative ventures in a three community communications (E911) center.

Publications:

Various emergency services articles in national magazines and newsletters. Contributing editor to the monthly column, entitled, "The Path of Leaders and Managers", The Voice 1982-91.

Other Interests:

Family Oriented - Married with three daughters

Outdoor Activities, acoustic guitar & fitness achievements

01/2016



STANDARD SERVICES AGREEMENT – Donald Cox

NOW ON THIS _____ day of _____, 2016, **Donald L. Cox** (hereinafter, Professional) 1932 Maple Circle, West Des Moines, Iowa 50265 and the **City of North Liberty, Iowa**, (hereinafter, Client) agree to the following terms and conditions:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: A Study of the North Liberty Fire Department Organizational Structure Relative to Services Provided (hereinafter, Project),
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this agreement. Any services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within time period(s), if any, set forth in Exhibit A.
4. **STANDRAD OF CARE:** In providing services under this agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this agreement. Client shall promptly report to the Professional any defects or suspected defects in the Professional's Services of which the Client becomes aware. Withholdings, deductions or offsets shall not be made by the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client as outlined in Exhibit A. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at a rate of 0.2% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to the Client, suspend services under this agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of the suspension. Client waves any and all claims against Professional arising out of or resulting from said suspension.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this agreement, and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants or contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in the Agreement, without the prior written consent of the Professional.
8. **OWNERSHIP OF INSTRUMENT OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by the Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. The Professional agrees that as a condition precedent, one city representative, now identified as the Fire Chief, shall be forwarded appropriate data and findings for consideration. Distribution of said data and findings, to other sources or representatives, shall be the responsibility of the Fire Chief.

9. **MUTUAL IDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provisions of this agreement, and to the fullest extent permitted, by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this agreement.
11. **LIMITATION:** In allocating the risks of this Project and not withstanding any other provision of this agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during this Project or following the completion of the Project will be resolved by representatives from each party who have the authority to settle. Those issues not resolved shall be submitted to the formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary for of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of law provisions, which may apply the laws of other jurisdictions. If it further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the service shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibit A are incorporated herein and by this reference made as part of this agreement:

Exhibit A: Project Overview/Invoicing

City of North Liberty, Iowa (Client)

Donald L. Cox (Professional)

By: _____
(Authorized Agent)

By: _____

Printed or Typed Signature

Donald L. Cox _____
Printed or Typed Signature

EXHIBIT "A"

PROJECT OVERVIEW/INVOICING

Title of Project: "A Study of the North Liberty Fire Department Organizational Structure Relative to Services Provided."

Situation: The City of North Liberty continues to grow in population and footprint at a rapid pace, challenging the long term viability of a traditional volunteer fire department. To date, an analysis has not been conducted that identifies how current and future projected services are impacted by the existing volunteer fire department organizational structure.

Purpose: To review the existing fire department organizational structure and to provide the City with various organizational structure approaches for the Fire Department in order to meet the demands of current and future fire department service expectations. This is aligned with the 2016 City Council's Goal Setting "New Priority Projects, Programs, Policies and Initiatives"; page 14, item "evaluate efficiencies of joining together with Coralville Fire Department, evaluate concept of paid fire department". The process will include meetings with and/or surveys of elected officials, city administration and all members of the Fire Department. The study does not include an analysis of operational policies.

Fees, Invoicing, Communications

Invoicing would occur monthly after the Project commences. Details of dates worked and items conducted will be provided. It is expected that the Project would be completed, with a final written report, prior to December of 2016. Any extension of timelines or projected fees would require approval by the Client and the Professional.

Communications: the Professional will not represent himself or any project findings to the media. The primary Client representative is designated as the Fire Chief and the Professional will provide regular progress reports to the Fire Chief.

Estimated project components and fee structure:

Research Fee- \$45.00 per hour

Travel Fee- \$18.00 per hour plus expenses for meals or lodging if needed (receipts required)

Presentation Fee- \$55.00 per hour

Fee Estimates:

Research- 40-80 hours- \$1,800-\$3,600

Travel – 5 trips from Des Moines to Iowa City and return - \$360

Presentations - 5 trips at 2 hours each- \$550 (including separate meetings and surveys with FD Officers and Line personnel.

Resolution No. 2016-73

RESOLUTION APPROVING THE AGREEMENT FOR FIRE DEPARTMENT SERVICES BETWEEN THE CITY OF NORTH LIBERTY AND DONALD L. COX

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

WHEREAS, Donald L. Cox provided an agreement for Fire Department services in the City of North Liberty;

WHEREAS, the fees are proposed at \$45.00 per hour – Research Fee; \$18.00 per hour – Travel fee (plus expenses for meals and/or lodging); and \$55.00 per hour – Presentation Fee ; and

NOW, THEREFORE, BE IT RESOLVED that the agreement regarding Fire Department services between Donald L. Cox and the City of North Liberty is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 1st day of August, 2016.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

Services Agreement



PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: North Liberty Brine Production and Water Equipment and Maintenance Facility

DATE: July 20, 2016

PROJECT DESCRIPTION: Design, bidding and construction phase services for a new Brine Production and Water Equipment and Maintenance Facility on the North Liberty public works campus on Front Street. The project consists of a new 6-bay pre-engineered metal building with an additional bay dedicated to brine production. The new building shall match the existing Streets and Maintenance Building in finish and construction. Amenities include all brine making equipment, wall insulation, radiant heat, lighting and a dedicated parking area. The new building will not have a sprinkler system. The project will include an alternate bid for an additional two vehicle bays. Exhibits of the project concept plan and Concept Phase project cost opinion are included with this proposal as attachments.

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

SCOPE OF SERVICES: S-H will provide the following professional services:

1. **Design Phase:** Design phase shall include the following services.
 - a. Topographic Survey: We will provide a topographic survey for the project including surface features, topographic information, and utilities as located by One-Call. The survey will be used as the base map for the design plan.
 - b. Design Services: We will provide design services for Schematic Design, Design Development and Contract Document phases of the project. The design process will include regular meetings with City of North Liberty stakeholders. Deliverables will include document sets at the completion of each phase of design. Each package will be reviewed and approved by City staff prior to proceeding with the next phase. The Contract Document phase will consist of drawings and a project manual of specifications suitable for public bidding.
 - c. Coordination and Permitting: We will provide documents suitable for a general contractor to apply to the City of North Liberty for a building permit. We will make corrections as required by the City of North Liberty to receive a building permit. We will prepare and submit a DNR SWPPP permit application.
 - d. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.

2. **Bidding Phase:** Services include distribution of contract documents to potential bidders,



preparation of Bid Phase documents in the form of addenda to the contract documents as needed. We will receive, review and make recommendations to the owner on all product substitutions requests, attend the pre-bid meeting and bid opening, prepare tabulation of bids, and provide recommendation to Owner regarding award of contract.

3. **Construction Phase:** Services include the following based upon a ten-month construction period.
 - a. Prepare and distribute construction contract and Notice to Proceed.
 - b. Review form of contract, bonds, and insurance.
 - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
 - d. Provide construction staking.
 - e. Provide construction testing including subgrade compaction and concrete testing.
 - f. Provide construction observation reports at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
 - g. Facilitate and participate in regular construction progress meetings once construction mobilization has commenced.
 - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
 - i. Review payment applications and provide recommendation to Owner for payment.
 - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
 - k. Review and Submit Record Drawings provided by the Contractor.

CLIENT RESPONSIBILITIES: It will be your responsibility to provide the following:

1. Participation at design review meetings and review of design phase submittals. Provide feedback and authorization to proceed after each design phase and after bid letting.
2. Schedule and conduct informational meeting(s) with the public as deemed necessary.
3. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer and adjacent property owners.
4. Environmental permitting, if required.
5. Provide funding for the project.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. We understand that the project schedule goal is for bidding to occur Spring 2017 with construction to begin Summer 2017.

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

Design & Bidding Phase	\$ 93,000	Lump Sum
Construction Phase	\$ <u>40,000</u>	Hourly (estimated)
Total	\$ 133,000	

Reimbursable Expenses shall be paid as-incurred. 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.

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 us.

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

BY: _____



Brian Gotwals, AIA

TITLE: _____

DATE ACCEPTED: _____

BLG/bad

Enc.: Standard Terms and Conditions
Cost Opinion
Site Plan

STANDARD TERMS AND CONDITIONS

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "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 the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. 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, employees, contractors, subcontractors and consultants 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, agents, 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 for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law 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, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (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 contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be

entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

No 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 of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

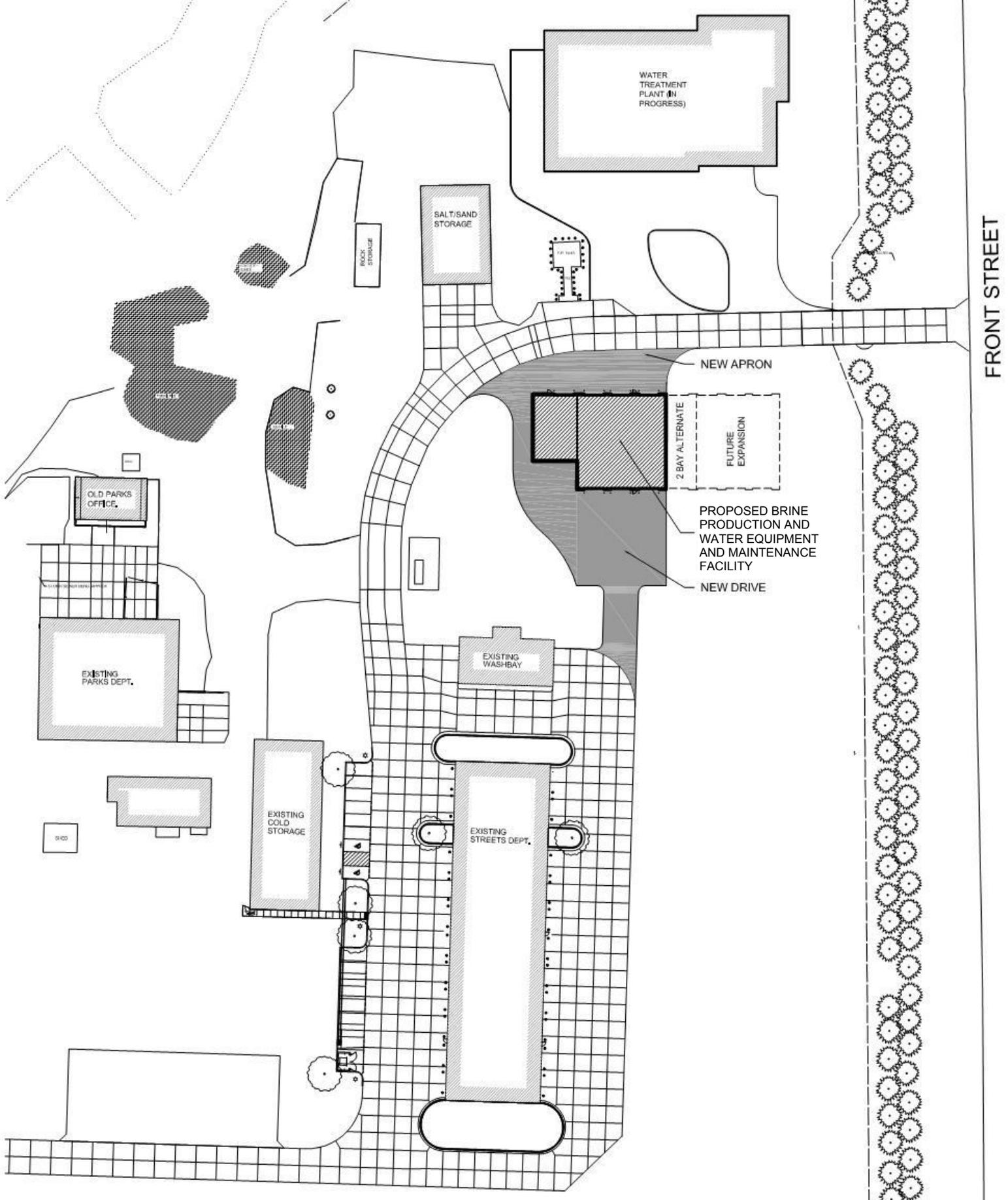
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), 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.

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. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

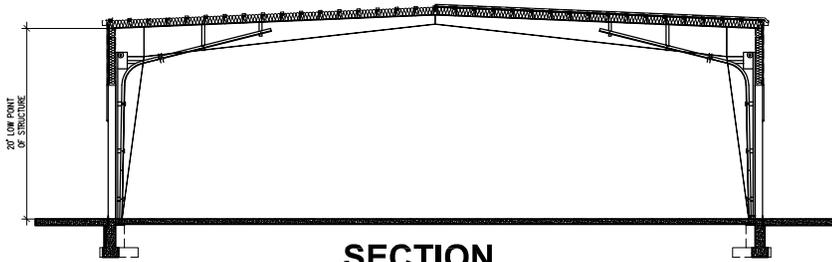
SIGNATURES

Original, facsimile, or electronic signatures by the parties 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.

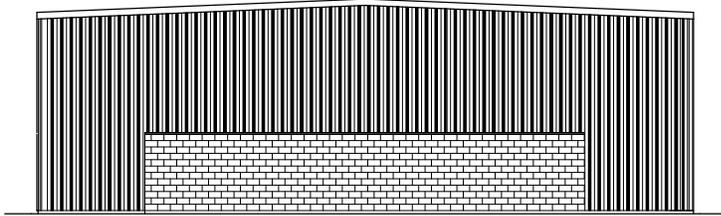


NORTH LIBERTY BRINE PRODUCTION AND WATER EQUIPMENT AND MAINTENANCE FACILITY
JULY 20, 2016

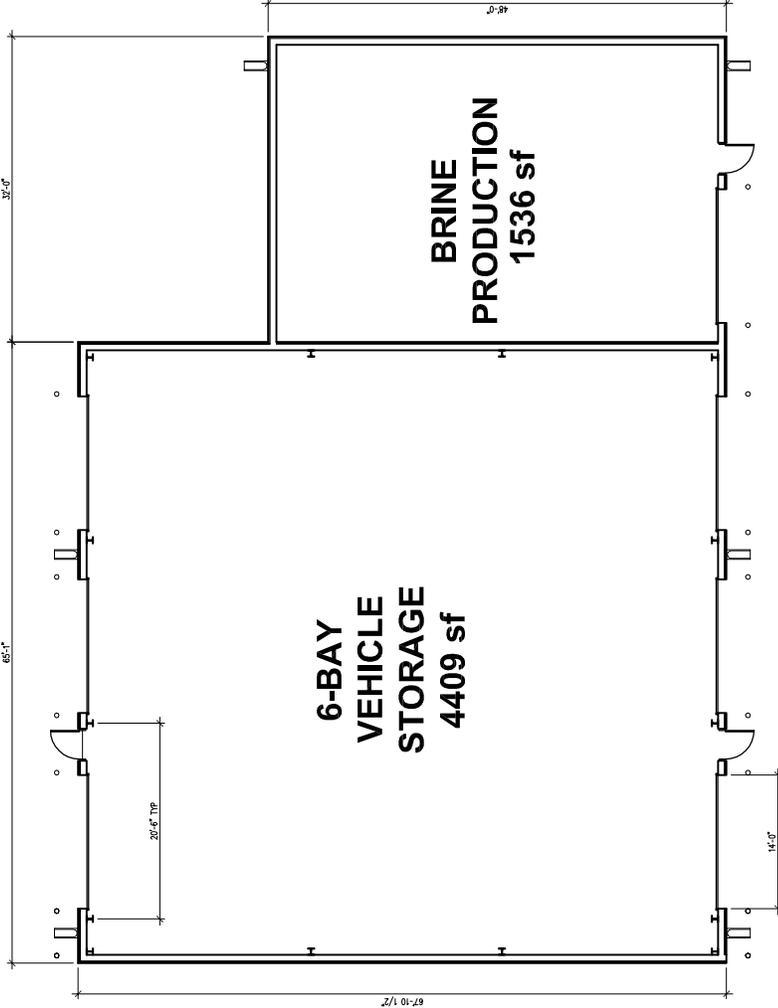
SCALE: NO SCALE



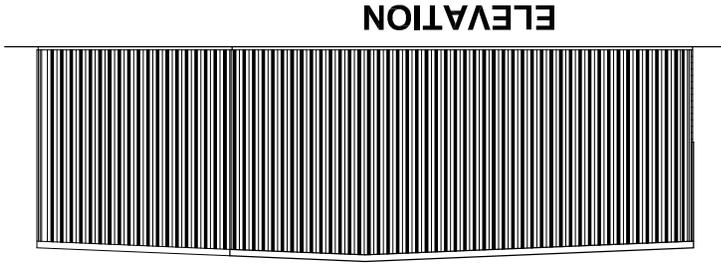
SECTION



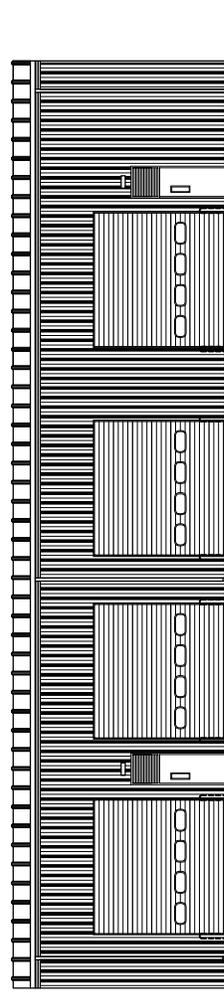
ELEVATION (FRONT STREET)



FLOOR PLAN



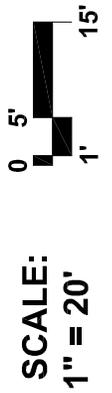
ELEVATION



ELEVATION

NORTH LIBERTY BRINE PRODUCTION AND WATER EQUIPMENT AND MAINTENANCE FACILITY

JULY 20, 2016



**SCALE:
1" = 20'**

**NORTH LIBERTY BRINE PRODUCTION AND WATER EQUIPMENT AND MAINTENANCE FACILITY
CONCEPT PHASE COST OPINION**

#	ITEM	PROJECT BASE BID (6-BAY Building) 68'Wx65'Lx20'H	PROJECT INCLUDING ADD ALTERNATE NO. 1* (8-BAY Building) 68'Wx84'Lx20'H
1	Sitework	\$270,960	\$282,772
2	Base Building Insulated shell	\$104,750	\$124,656
3	Brine Addition Insulated shell (1536 sf)	\$54,600	\$54,600
4	Hardened Slab for Base + Brine @ \$8/sf	\$49,938	\$60,883
5	Sectional Doors Base + Brine (Doors @ \$5,000 ea)	\$36,750	\$46,350
6	Mechanical System	\$94,500	\$94,500
7	Electrical @ \$12/sf	\$74,907	\$91,324
8	Brinemaking Equipment	\$60,000	\$60,000
9	Storage tanks and containment	\$10,500	\$10,500
10	Masonry/Gypsum partition between Brine & Garage	\$12,600	\$12,600
11	Bollards @ \$500 ea	\$7,350	\$9,450
12	Soil Stabilization @ \$10/sy	\$8,400	\$8,820
	Subtotal	\$785,255	\$856,455
	Contingency (15%)	\$117,788	\$128,468
	TOTAL CONSTRUCTION	\$903,043	\$984,923
	DESIGN/BIDDING/CACO	\$135,456	\$147,738
	TOTAL	\$1,038,500	\$1,132,662

*ADD ALTERNATE NO. 1 = 2 ADDITIONAL BUILDING BAYS

**TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ARCHITECT'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ARCHITECT'S BEST JUDGMENT. HOWEVER, THE ARCHITECT CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE ESTIMATE OF PROBABLE CONSTRUCTION COST. THIS ESTIMATE IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS ESTIMATE.

Resolution No. 2016-74

**RESOLUTION APPROVING SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-
HATTERY, INC.**

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

WHEREAS, the City Council desires to construct a brine production building and create additional storage for the Water Department;

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

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for services relating to the Penn Street Improvements Agreement at a lump sum fee of \$133,000 plus costs of expenses is 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 engineering firm for the project.

APPROVED AND ADOPTED this 1st day of August, 2016.

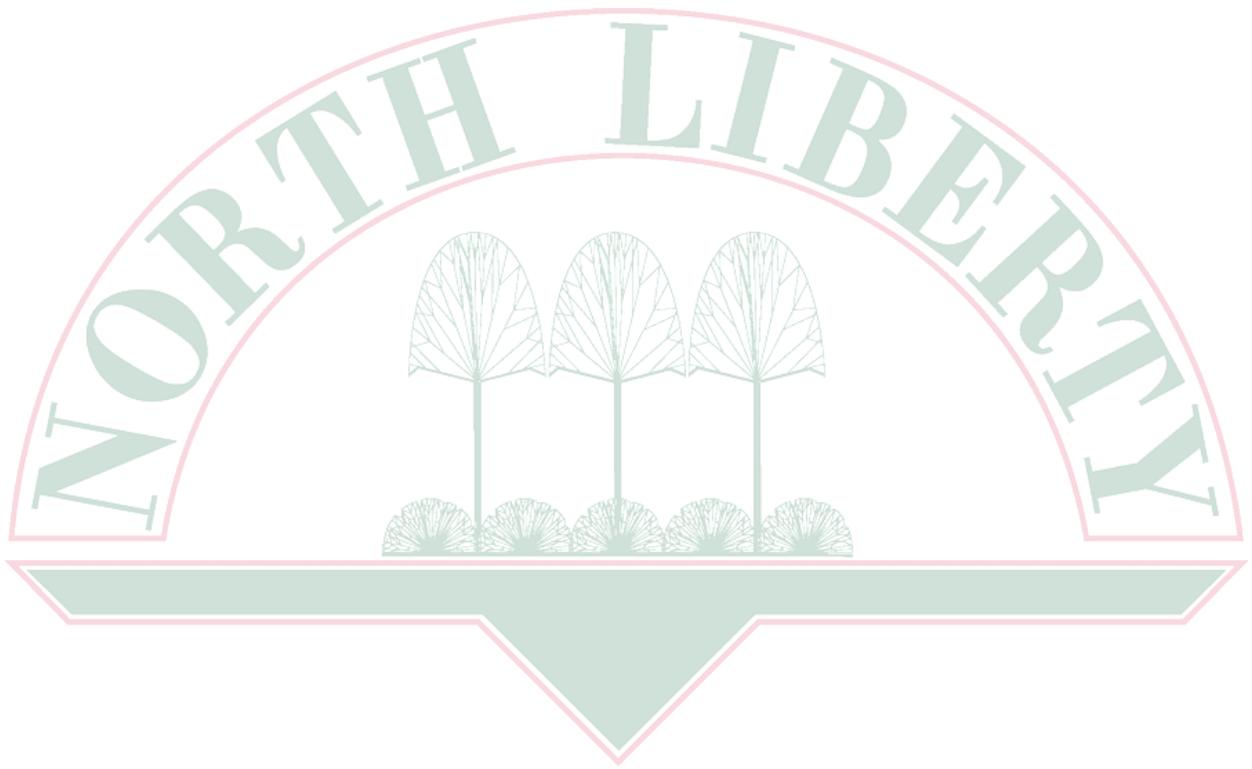
CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

TIF Ordinance



MINUTES PROVIDING FOR FIRST
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A TAX INCREMENT
FINANCING DISTRICT FOR THE
JANUARY, 2016 ADDITION TO THE
NORTH LIBERTY URBAN RENEWAL
AREA

421033-63

(Initial Consideration)

North Liberty, Iowa

June 28, 2016

The City Council of the City of North Liberty, Iowa, met on June 28, 2016 at 6:30 p.m., at the Council Chambers, in the City.

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

Present: Donahue, Hoffman, Pollock, Sayre, Wayson

Absent: None.

Council Member Hoffman introduced an ordinance entitled "Ordinance No. 2016-09 An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the January, 2016 Addition to the North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member Hoffman and seconded by Council Member Wayson that the aforementioned ordinance be given its first consideration and that it be adopted.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: Pollock, Hoffman, Donahue, Sayre, Wayson

Nays: None.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its initial consideration.

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2016-09

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE JANUARY, 2016 ADDITION TO THE NORTH LIBERTY URBAN RENEWAL AREA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

WHEREAS, the City Council of the City of North Liberty, Iowa (the “City”) enacted an ordinance entitled “An Ordinance Providing For The Division Of Taxes Levied On Taxable Property In The North Liberty Urban Renewal Area, Pursuant To Section 403.19 of the Code of Iowa”; and

WHEREAS, pursuant to that ordinance, the North Liberty Urban Renewal Area in the City of North Liberty was designated a “tax increment district”; and

WHEREAS, the City Council now desires to increase the size of the “tax increment district” by adding additional property;

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the January, 2016 Addition to the North Liberty Urban Renewal Area of the City, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City to finance projects in the such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of North Liberty, Iowa.

“County” shall mean Johnson County, Iowa.

“January, 2016 Urban Renewal Area Addition” shall mean the January, 2016 Addition to the North Liberty Urban Renewal Area of the City, the legal description of which is set out below, approved by resolution of the City Council on June 28, 2016:

Certain real property situated in the City of North Liberty, County of Johnson, State of Iowa more particularly described as Lots 4, 5 and 6 of the Liberty’s Gate – Part One Addition to the City of North Liberty, Iowa, such real property bearing Johnson County Property Tax Identification Parcel #s 0611328004, 0611328003 and 0611328002 as of June 28, 2016.

“Urban Renewal Area” shall mean the entirety of the North Liberty Urban Renewal Area, as amended from time-to-time.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the January, 2016 Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the January, 2016 Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the January, 2016 Urban Renewal Area Addition is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the January, 2016 Urban Renewal Area Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the January, 2016 Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the January, 2016 Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the January, 2016 Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the January, 2016 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money

thereafter received from taxes upon the taxable property in the January, 2016 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. 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. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the Council of the City of North Liberty, Iowa, on August 1, 2016.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

MINUTES PROVIDING FOR SECOND
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A TAX INCREMENT
FINANCING DISTRICT FOR THE
JANUARY, 2016 ADDITION TO THE
NORTH LIBERTY URBAN RENEWAL
AREA

421033-63

(Second Consideration)

North Liberty, Iowa

July 12, 2016

The City Council of the City of North Liberty, Iowa, met on July 12, 2016 at 6:30 p.m., at the Council Chambers, in the City.

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

Present: Donahue, Hoffman, Pollock, Sayre, Wayson

Absent: None.

The Mayor announced that, on June 28, 2016, the Council had given its initial consideration and had adopted an ordinance entitled "Ordinance No. 2016-09. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the January, 2016 Addition to the North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member Donahue and seconded by Council Member Pollock that the aforementioned ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: Pollock, Sayre, Wayson, Hoffman, Donahue

Nays: None.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

MINUTES PROVIDING FOR FINAL
CONSIDERATION AND ADOPTION OF AN
ORDINANCE ESTABLISHING A TAX
INCREMENT FINANCING DISTRICT FOR
THE JANUARY, 2016 ADDITION TO THE
NORTH LIBERTY URBAN RENEWAL
AREA

421033-63

(Final Consideration and Adoption)

North Liberty, Iowa

August 1, 2016

The City Council of the City of North Liberty, Iowa, met on August 1, 2016 at _____
o'clock __m., at the _____, in the City.

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

Present: _____

Absent: _____.

The Mayor announced that, on June 28, 2016, and on July 12, 2016, the Council had
given initial and second consideration and had adopted an ordinance entitled "Ordinance
No. 2016-09. An Ordinance Providing for the Division of Taxes Levied on Taxable Property
in the January, 2016 Addition to the North Liberty Urban Renewal Area, Pursuant to
Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council
Member _____ that the aforementioned ordinance be given its final
consideration and that it be adopted. The Mayor put the question on the motion and the
roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said
ordinance had been given its final consideration and has been adopted.

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

STATE OF IOWA
COUNTY OF JOHNSON
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council relating to the adoption of an ordinance entitled "Ordinance No.2016-09. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the January, 2016 Addition to the North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2016.

TRACEY MULCAHEY, CITY CLERK

STATE OF IOWA

SS:

COUNTY OF JOHNSON

I, the undersigned, County Auditor of Johnson County, in the State of Iowa, do hereby certify that on the ___ day of _____, 2016, the City Clerk of the City of North Liberty, Iowa, filed in my office a copy of an ordinance of the City shown to have been finally adopted by the City Council and approved by the Mayor thereof on August 1, 2016, entitled: "Ordinance No. 2016-09. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the January, 2016 Addition to the North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa", and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ___ day of _____, 2016.

County Auditor

STATE OF IOWA
COUNTY OF JOHNSON
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that I caused to be published "Ordinance No. 2016-09. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the January, 2016 Addition to the North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa", of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ___ day of _____, 2016.

TRACEY MULCAHEY, CITY CLERK

(Attach hereto publisher's affidavit of publication with copy of ordinance as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published ordinance and have verified that it was published on the date indicated in the publisher's affidavit.)

Smaller Lot Single Family Zoning Ordinance



Ordinance No. 2016-10

AN ORDINANCE AMENDING THE NORTH LIBERTY CODE OF ORDINANCES BY UPDATING CHAPTER 168 ZONING CODE – RS ZONES – SINGLE FAMILY RESIDENCE DISTRICTS, CHAPTER 169 ZONING CODE – DEVELOPMENT REGULATIONS AND CHAPTER 165 ZONING CODE - ADMINISTRATIVE TO ADD LANGUAGE REGARDING A SMALLER LOT SINGLE FAMILY ZONING DISTRICT, CALLED RS-9 SINGLE FAMILY RESIDENTIAL

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

SECTION 1. AMENDMENT. The North Liberty Code of Ordinances (2016) is hereby amended by revising Section 168.02 to read as follows:

168.02 RS ZONES – SINGLE-FAMILY RESIDENCE DISTRICTS.

1. Defined. Allowable RS Zone uses are:
 - A. RS-3 Single-Family Residence District. The RS-3 Single-Family Residence District is intended to provide and maintain low-density single-family residential neighborhoods with a minimum lot size of 15,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.
 - B. RS-4 Single-Family Residence District. The RS-4 Single-Family Residence District is intended to provide and maintain low-density single-family residential neighborhoods with a minimum lot size of 10,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.
 - C. RS-6 Single-Family Residence District. The RS-6 Single-Family Residence District is intended to provide for and maintain moderate density single-family residential neighborhoods with a minimum lot size of 7,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.
 - D. RS-7 Single-Family Residence District. The RS-7 Single-Family Residence District is intended to provide for and maintain moderate to high-density single-family residential neighborhoods with a minimum lot size of 6,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect

these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

(1) The following conditions are required for a development consisting solely of RS-7 zoning:

(a) Planned Area Development submittal.

(b) A variety of housing designs are required. A Planning Commission subcommittee will be created to review all elevations of proposed home design before building permits are issued. If the subcommittee does not approve of an elevation, the applicant may appeal to the Commission for final approval.

(c) Alleys are preferred. A homeowners association will be responsible for maintenance of alleys.

(d) Two-stall garages will be required for every lot within the RS-7 District.

(e) One two-inch caliper tree will be required in the front yard of each lot within the RS-7 District.

(f) A minimum of 25 percent of the development will be reserved as open space.

(2) The following conditions are required for a development consisting of RS-7 combined with other RS zoning:

(a) A maximum of 10 percent of the area of the Single-Family Residential District may be zoned RS-7. The development must be a minimum of 40 acres for the inclusion of the RS-7 Zoning.

(b) It is preferred to have a transition of RS-6 Single-Family Residential District adjoining the RS-7 zoned lots to serve as a buffer between RS-3 and RS-4 zoned lots.

E. RS-8 Single-Family Residence District. The RS-8 Single-Family Residence District is intended to provide for and maintain moderate to high-density single-family residential neighborhoods with a minimum lot size of 5,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations. The use of the RS-8, Single-Family Residence District shall be limited to the existing RS-8 Zones within the City, primarily designated as the original town of North Liberty bounded by Zeller Street, Dubuque Street, Penn Street, and Stewart Street. The use of the RS-8 Zoning District for any new development within the City is discouraged as being incompatible with the desired design standards for the City.

F. RS-9 Single-Family Residence District. The RS-9 Single-Family Residence District is intended to provide for and maintain high-density single-family residential neighborhoods with a minimum size of 4,500 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these

residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

G. RS-O, Single-Family Residential Special Use District. The RS-O, Single-Family Residential Special Use District is intended to be limited in use and will only be used for those special situations where the establishment of this district will not alter the essential character of any residential district in which it could be placed, and will, in addition, require that any land owner desiring to establish this district shall enter into a written agreement with the City to abide by such terms and conditions as required by the City.

(1) Use Regulations. An existing single-family dwelling in the RS-O District will be permitted to be used as a professional office in said dwelling.

(2) Written Agreement. An applicant shall enter into a written agreement with the City agreeing to abide by any restrictions or conditions set forth by the Council as a condition of the rezoning, including:

(a) No more than seven full-time employees will be allowed on said premises, including the owner, during normal working hours.

(b) Adequate off-street parking for each employee, up to a maximum of seven parking places, shall be provided. All employees shall park in designated off-street parking spaces.

(c) There shall be no exterior display, no exterior sign, and no exterior storage of materials which would indicate the nature of the use of the dwelling.

(d) There will be no walk-in or retail business conducted on the premises.

(e) The use will be subject to an annual inspection and renewal by the City.

(f) The dwelling will maintain a residential character both on the interior and exterior.

(g) At such time as the business use terminates in the premises or ceases to be used as a business use for six months in any 12-month period, the owner will consent to the City's rezoning the property for residential use only.

2. RS Use Regulations. Principal and accessory uses permitted in the RS Zone District shall be prescribed in Table 168.02-A.

3. Bulk Regulations. The minimum area, setback, density, and maximum height requirements shall be as prescribed in the following Tables:

RS-3 Table 168.02-B

RS-4 Table 168.02-C

RS-6 Table 168.02-D

RS-7 Table 168.02-E

RS-8 Table 168.02-F

RS-9 Table 168.02-G

4. Accessory Uses. Accessory uses are permitted subject to the provisions of Section 169.06.
5. Home Occupations. Home occupations are permitted subject to the provisions of Section 170.01.
6. Off-Street Parking. Off-street parking shall be provided according to the provisions of Section 169.01.
7. Signs. Signs shall be permitted according to the provisions of Chapter 173.

TABLE 168.02-A – RS ZONES USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Uses		Notes
Community Buildings	P	Owned or operated by public or private agencies or organizations. Not commercial.
Country Clubs	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Dog Runs, Keeping of Small Animals	A	See Section 169.06
Emergency Shelters	A	
Family Homes	P	Minimum separation of ¼ mile between family homes.
Food Pantry	C	Only if accessory to places of worship. See Section 169.06 of this code.
Garden Houses	A	See Section 169.06
Golf Courses	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Group Daycare Homes	P	Subject to annual licensing. See specific code section.
Home Occupations	A	
Home Occupation Daycares	P	Subject to issuance of a zoning certificate. See specific code section.
Parks	P	Owned or operated by public or private agencies or organizations. Not Commercial.
Parochial or Private Schools	P	Curricula similar to public schools; no boarding
Places of Worship	P	
Playgrounds	P	Owned or operated by public or private agencies or organizations. Not commercial.
Pre-School	C	Must provide a minimum of 100 square feet of open play space per child
Private Garages	A	See Section 169.06
Private Greenhouses / Plant Nurseries	A	See Section 169.01
Private Swimming Pools	A	

Public Schools	P	
Single-Family Dwellings	P	Minimum structure width 20 feet; minimum roof pitch 4:12
Storage Shed	A	See Section 169.06
Temporary Construction Buildings	A	
Tennis Courts	P	
Utility and Service Uses	P	

TABLE 168.02-B – RS-3 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	50 feet	100 feet	15,000 square feet	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	100 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	50 feet	100 feet	15,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-C – RS-4 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	40 feet	80 feet	10,000 square feet	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	50 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-D – RS-6 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	35 feet	70 feet	7,000 square feet	25 feet	8 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	30 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-E – RS-7 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	35 feet	60 feet	6,000 square feet	20 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-F – RS-8 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	35 feet	60 feet	5,000 square feet	20 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories

Worship, Nurseries, Daycare, Pre-School							
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-G – RS-9 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	35 feet	40 feet	4,500 square feet	25 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

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

2. Requirements for Development in Single- and Two-Family Residential Zoning Districts. In addition to requirements of subsection 1 above, the following requirements shall be observed for development in single-family and two-family zoning districts:

- A. The main roof shall have a pitch with no less than four inches of rise for each one foot of horizontal run.
- B. The main roof shall overhang the walls a minimum of 12 inches at the eaves.
- C. Metal roofs are required to meet standards found in the International Residential Code adopted by the City, and are not to have a corrugated appearance similar to industrial or agricultural metal buildings.
- D. For exterior walls not composed of masonry products, wall coverings shall be wood and/or vertical or horizontal grooved siding or lapped siding, or materials of similar appearance.

E. No two single-family and no two two-family front elevations may be identical within any group of four contiguous lots. Also, see section 165.04 (3)A regarding additional requirements for the RS-9 district.

F. Corner side yard treatment must include at least one of the following:

(1) 25% masonry covering the corner side yard exterior wall.

(2) 2 trees, not less than 2" caliper, to be planted in the corner side yard prior to issuance of any permanent occupancy permit. Existing trees in the corner side yard of a site may satisfy this requirement.

(3) Architectural relief on the corner side yard exterior wall elevation such that the wall contains more than 2 offsets, which may consist of wall corners, bay or bowed windows, or other means approved by the Building Official.

165.04 PERMIT REQUIREMENTS.

3. Site Plans Required.

A. Site plans are required for all new property development or redevelopment. All such site plans except those for stand-alone single-family homes and zero-lot duplex homes shall be reviewed by the Commission and approved by the Council. Single-family and zero-lot site plans are reviewed for code conformance and approved by the City Building Official, except for site plans for homes in the RS-9 district. In the RS-9 district, the lots are small and design considerations are critical; therefore, all building elevations shall be submitted to the City Planner for review and approval prior to issuance of a building permit. Said review is intended to ensure that identical or near-identical homes are not built throughout an RS-9 area.

SECTION 2. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. 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 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on July 12, 2016.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2016-10 in the North Liberty *Leader* on the ___ day of _____, 2016.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2016-10

AN ORDINANCE AMENDING THE NORTH LIBERTY CODE OF ORDINANCES BY UPDATING CHAPTER 168 ZONING CODE – RS ZONES – SINGLE FAMILY RESIDENCE DISTRICTS, CHAPTER 169 ZONING CODE – DEVELOPMENT REGULATIONS AND CHAPTER 165 ZONING CODE - ADMINISTRATIVE TO ADD LANGUAGE REGARDING A SMALLER LOT SINGLE FAMILY ZONING DISTRICT, CALLED RS-9 SINGLE FAMILY RESIDENTIAL

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

SECTION 1. AMENDMENT. The North Liberty Code of Ordinances (2016) is hereby amended by revising Section 168.02 to read as follows:

168.02 RS ZONES – SINGLE-FAMILY RESIDENCE DISTRICTS.

1. Defined. Allowable RS Zone uses are:
 - A. RS-3 Single-Family Residence District. The RS-3 Single-Family Residence District is intended to provide and maintain low-density single-family residential neighborhoods with a minimum lot size of 15,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.
 - B. RS-4 Single-Family Residence District. The RS-4 Single-Family Residence District is intended to provide and maintain low-density single-family residential neighborhoods with a minimum lot size of 10,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.
 - C. RS-6 Single-Family Residence District. The RS-6 Single-Family Residence District is intended to provide for and maintain moderate density single-family residential neighborhoods with a minimum lot size of 7,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.
 - D. RS-7 Single-Family Residence District. The RS-7 Single-Family Residence District is intended to provide for and maintain moderate to high-density single-family residential neighborhoods with a minimum lot size of 6,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect

these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

(1) The following conditions are required for a development consisting solely of RS-7 zoning:

- (a) Planned Area Development submittal.
- (b) A variety of housing designs are required. A Planning Commission subcommittee will be created to review all elevations of proposed home design before building permits are issued. If the subcommittee does not approve of an elevation, the applicant may appeal to the Commission for final approval.
- (c) Alleys are preferred. A homeowners association will be responsible for maintenance of alleys.
- (d) Two-stall garages will be required for every lot within the RS-7 District.
- (e) One two-inch caliper tree will be required in the front yard of each lot within the RS-7 District.
- (f) A minimum of 25 percent of the development will be reserved as open space.

(2) The following conditions are required for a development consisting of RS-7 combined with other RS zoning:

- (a) A maximum of 10 percent of the area of the Single-Family Residential District may be zoned RS-7. The development must be a minimum of 40 acres for the inclusion of the RS-7 Zoning.
- (b) It is preferred to have a transition of RS-6 Single-Family Residential District adjoining the RS-7 zoned lots to serve as a buffer between RS-3 and RS-4 zoned lots.

E. **RS-8 Single-Family Residence District.** The RS-8 Single-Family Residence District is intended to provide for and maintain moderate to high-density single-family residential neighborhoods with a minimum lot size of 5,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations. The use of the RS-8, Single-Family Residence District shall be limited to the existing RS-8 Zones within the City, primarily designated as the original town of North Liberty bounded by Zeller Street, Dubuque Street, Penn Street, and Stewart Street. The use of the RS-8 Zoning District for any new development within the City is discouraged as being incompatible with the desired design standards for the City.

F. **RS-9 Single-Family Residence District.** The RS-9 Single-Family Residence District is intended to provide for and maintain high-density single-family residential neighborhoods with a minimum size of 4,500 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these

Comment [DW1]: 4,500 square feet is equivalent to the size required for each half of an RD-10 duplex.

residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

G. RS-O, Single-Family Residential Special Use District. The RS-O, Single-Family Residential Special Use District is intended to be limited in use and will only be used for those special situations where the establishment of this district will not alter the essential character of any residential district in which it could be placed, and will, in addition, require that any land owner desiring to establish this district shall enter into a written agreement with the City to abide by such terms and conditions as required by the City.

(1) Use Regulations. An existing single-family dwelling in the RS-O District will be permitted to be used as a professional office in said dwelling.

(2) Written Agreement. An applicant shall enter into a written agreement with the City agreeing to abide by any restrictions or conditions set forth by the Council as a condition of the rezoning, including:

(a) No more than seven full-time employees will be allowed on said premises, including the owner, during normal working hours.

(b) Adequate off-street parking for each employee, up to a maximum of seven parking places, shall be provided. All employees shall park in designated off-street parking spaces.

(c) There shall be no exterior display, no exterior sign, and no exterior storage of materials which would indicate the nature of the use of the dwelling.

(d) There will be no walk-in or retail business conducted on the premises.

(e) The use will be subject to an annual inspection and renewal by the City.

(f) The dwelling will maintain a residential character both on the interior and exterior.

(g) At such time as the business use terminates in the premises or ceases to be used as a business use for six months in any 12-month period, the owner will consent to the City's rezoning the property for residential use only.

2. RS Use Regulations. Principal and accessory uses permitted in the RS Zone District shall be prescribed in Table 168.02-A.

3. Bulk Regulations. The minimum area, setback, density, and maximum height requirements shall be as prescribed in the following Tables:

- RS-3 Table 168.02-B
- RS-4 Table 168.02-C
- RS-6 Table 168.02-D
- RS-7 Table 168.02-E
- RS-8 Table 168.02-F
- RS-9 Table 168.02-G

4. Accessory Uses. Accessory uses are permitted subject to the provisions of Section 169.06.
5. Home Occupations. Home occupations are permitted subject to the provisions of Section 170.01.
6. Off-Street Parking. Off-street parking shall be provided according to the provisions of Section 169.01.
7. Signs. Signs shall be permitted according to the provisions of Chapter 173.

TABLE 168.02-A - RS ZONES USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Uses		Notes
Community Buildings	P	Owned or operated by public or private agencies or organizations. Not commercial.
Country Clubs	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Dog Runs, Keeping of Small Animals	A	See Section 169.06
Emergency Shelters	A	
Family Homes	P	Minimum separation of ¼ mile between family homes.
Food Pantry	C	Only if accessory to places of worship. See Section 169.06 of this code.
Garden Houses	A	See Section 169.06
Golf Courses	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Group Daycare Homes	P	Subject to annual licensing. See specific code section.
Home Occupations	A	
Home Occupation Daycares	P	Subject to issuance of a zoning certificate. See specific code section.
Parks	P	Owned or operated by public or private agencies or organizations. Not Commercial.
Parochial or Private Schools	P	Curricula similar to public schools; no boarding
Places of Worship	P	
Playgrounds	P	Owned or operated by public or private agencies or organizations. Not commercial.
Pre-School	C	Must provide a minimum of 100 square feet of open play space per child
Private Garages	A	See Section 169.06
Private Greenhouses / Plant Nurseries	A	See Section 169.01
Private Swimming Pools	A	

Public Schools	P	
Single-Family Dwellings	P	Minimum structure width 20 feet; minimum roof pitch 4:12
Storage Shed	A	See Section 169.06
Temporary Construction Buildings	A	
Tennis Courts	P	
Utility and Service Uses	P	

TABLE 168.02-B – RS-3 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	50 feet	100 feet	15,000 square feet	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	100 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	50 feet	100 feet	15,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-C – RS-4 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	40 feet	80 feet	10,000 square feet	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	50 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-D – RS-6 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	35 feet	70 feet	7,000 square feet	25 feet	8 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	30 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-E – RS-7 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	35 feet	60 feet	6,000 square feet	20 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-F – RS-8 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	35 feet	60 feet	5,000 square feet	20 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories

Worship, Nurseries, Daycare, Pre-School							
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-G - RS-9 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes	35 feet	40 feet	4,500 square feet	25 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

Comment [DW2]:

- Width requirement is same as half of an RD-10 lot.
- Area is half of an RD-10 lot.
- Front yard is same as RD-10 and consistent with all other single-family zones except RS-8.
- Side yards of 5 feet each would total the same area for RD-10 lots: RD-10 requirement is 10' side yards, but that is for each side of a duplex building – each 2 RS-9 homes would have the same area.
- Rear yard requirement is consistent with RS-7 and RS-8 zones but 5' less than RD-10.

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

2. Requirements for Development in Single- and Two-Family Residential Zoning Districts. In addition to requirements of subsection 1 above, the following requirements shall be observed for development in single-family and two-family zoning districts:

- A. The main roof shall have a pitch with no less than four inches of rise for each one foot of horizontal run.
- B. The main roof shall overhang the walls a minimum of 12 inches at the eaves.
- C. Metal roofs are required to meet standards found in the International Residential Code adopted by the City, and are not to have a corrugated appearance similar to industrial or agricultural metal buildings.
- D. For exterior walls not composed of masonry products, wall coverings shall be wood and/or vertical or horizontal grooved siding or lapped siding, or materials of similar appearance.

E. No two single-family and no two two-family front elevations may be identical within any group of four contiguous lots. Also, see section 165.04 (3)A regarding additional requirements for the RS-9 district.

F. Corner side yard treatment must include at least one of the following:

(1) 25% masonry covering the corner side yard exterior wall.

(2) 2 trees, not less than 2" caliper, to be planted in the corner side yard prior to issuance of any permanent occupancy permit. Existing trees in the corner side yard of a site may satisfy this requirement.

(3) Architectural relief on the corner side yard exterior wall elevation such that the wall contains more than 2 offsets, which may consist of wall corners, bay or bowed windows, or other means approved by the Building Official.

165.04 PERMIT REQUIREMENTS.

3. Site Plans Required.

A. Site plans are required for all new property development or redevelopment. All such site plans except those for stand-alone single-family homes and zero-lot duplex homes shall be reviewed by the Commission and approved by the Council. Single-family and zero-lot site plans are reviewed for code conformance and approved by the City Building Official, except for site plans for homes in the RS-9 district. In the RS-9 district, the lots are small and design considerations are critical; therefore, all building elevations shall be submitted to the City Planner for review and approval prior to issuance of a building permit. Said review is intended to ensure that identical or near-identical homes are not built throughout an RS-9 area.

Comment [DW3]: New language based on Council comments at public hearing.

SECTION 2. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. 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 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on July 12, 2016.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2016-10 in the North Liberty *Leader* on the __ day of ____, 2016.

TRACEY MULCAHEY, CITY CLERK

Pedestrian Traffic Improvements Plan



Staff Traffic Committee School-Related Recommendations 7/28/2016

Diane Venenga, Kevin Trom, Dan Lange, Dean Wheatley, with Mayor Amy Nielsen

The staff committee charged with examining traffic-related issues and requests, plus the Mayor, has met a number of times in the late spring and early summer of 2016 to identify potential projects that might be undertaken to ease pedestrian and vehicular congestion resulting from actions taken by the Iowa City Community School Board. At the start of the 2016-2017 school year, discretionary busing within North Liberty will be essentially ended and school start times revised. Those start times will now coincide with the A.M. peak traffic time (7:55 A.M.). Estimates provided by the district staff for number of students no longer bused to each school are:

- Garner: 101 students.
- Penn: 141 students.
- Van Allen: 220 students.

The ICCSD elementary schools in North Liberty are grouped fairly closely, so the impact of 462 students who will now be either walking or driven to school will be significant, and because these increases are due to trips that were beyond a convenient walking distance from the schools, we assume that most of the 462 students will be driven. This increase in traffic will likely lead to more congestion around the schools at peak times, more inconvenience to residential neighbors of the schools, more frustration of parents attempting to drop kids off and still get to work on time, and more danger for pedestrians.

We consulted with a number of different resources during the data gathering stage of work, including:

- Elementary principals from each school, for insight into their operational challenges and planned changes.
- Troy Carter, Safe Routes to School Director, Iowa Bicycle Coalition, for recommended walking routes for each school.
- ICCSD administrative staff, for start time, student numbers, and other related data.
- Justin Campbell, Shive-Hattery Engineers Traffic Engineer.
- City Council at the July 12 meeting.

We are recommending a number of actions, including the following:

1. Establish and publicize recommended walking routes for each school, based largely on the recommendations of Troy Carter. Proposed map is attached.
2. Based on the walking routes, make specific pedestrian-oriented improvements at key locations as follow and shown on walking routes map, with cost estimates in **red**:
 - A. 965 Crossings (Golfview, Zeller, 240th)
 - Countdown pedestrian signal timings already in place.
 - Epoxy (most resilient) painted crosswalks already in place.
 - New: check pedestrian counts after start of school year.
 - B. Front/Penn Intersection: **\$2,800**
 - Posted speed limit is 25mph – no change.
 - Existing 4-way stop – no change.

- New: epoxy paint for crosswalks (\$500 per approach: \$2,000).
- New: add school crossing warning signs on approaches (\$200 per approach: \$800).
- New: current Penn Street Study recommends other major improvements – future years.
- C. Dubuque/Front/Cherry Intersection: **\$2,350**
 - Posted speed limit is 25mph – no change.
 - Existing School Zone 20mph – no change.
 - New: epoxy paint for crosswalks (\$500 per approach: \$2,000).
 - New: lighted Stop paddle and whistle for crossing guard (\$350).
- D. Front/Zeller Intersection: **\$2,800**
 - Posted speed limit is 25mph – no change.
 - Existing 4-way stop – no change.
 - New: epoxy paint for crosswalks (\$500 per approach: \$2,000).
 - New: add school crossing warning signs on approaches (\$200 per approach: \$800).
- E. Birch/Front Intersection: **\$2,750 near-term, potentially \$70,000 long-term**
 - Posted speed limit is 25mph – no change.
 - Existing School Zone 20mph – no change.
 - New: epoxy paint for crosswalks (\$500 per approach: \$2,000).
 - New: lighted Stop paddle and whistle for crossing guard (\$350).
 - New: Remove parking on Birch Street from Front to S Stewart (\$100 per sign: \$400).
 - New: Potential for right turn lane on Birch Street eastbound at Front (\$70,000, long-term).
- F. Front/Abigail Intersection: **\$2,350**
 - Posted speed limit is 30mph – no change.
 - Existing School Zone 20mph – no change.
 - New: epoxy paint for crosswalks already in place – refresh (\$500 per approach: \$2,000).
 - New: lighted Stop paddle and whistle for crossing guard (\$350)
- G. Penn/Stewart Intersection: **\$9,950**
 - Retain crossing guard at same location.
 - Posted speed limit is 25 – no change.
 - New: epoxy paint for crosswalk (\$500 Penn Street).
 - New: lighted Stop paddle and whistle for crossing guard (\$350)
 - New: Pedestrian Crossing signs plus Blinker Signs on Penn Street approaches (\$400 + \$8,700).
- H. Scales Bend Road Missing Sidewalk: **\$60,000 next budget/construction season**
 - New: City Engineer estimating cost at this time, to provide connection between Fox Run/Aspen Ridge and trail on east side of Scales Bend Road

Total near-term costs: \$23,000 plus City staff labor and miscellaneous costs.

Total potential next-year costs: \$130,000

3. Budget for improvements identified in the Penn Street Traffic Study.
4. Encourage the ICCSD to make improvements internally on school property to ease congestion and promote pedestrian safety. Here are the main comments from discussions with principals:
 - A. Garner
 - Garner congestion is at Front/Birch, Stewart/school entrance, Stewart/Birch, Stewart/Zeller, as well as along Birch and Zeller as parents and vans drive around parked cars.

- Remove parking on Birch from Front to Stewart (supported by staff, but waiting for results of turn lane analysis from #3 above).
- Sign No Parking on one side of Birch from Stewart to Stewart; 7:30-8:00 & 2:30-3:30 (not recommended by staff due to enforcement difficulties).
- **Garner is adding 25 parking spaces off of Front Street entrance for teachers - committed.**
- Garner is proposing to move ADA parking to reduce congestion near front of building.
- Bus reduction may ease day care vans access within bus drop area.

B. Penn

- Penn congestion point is at Dubuque Street/Cherry Street intersection.
- Penn is proposing to make long front drive day care pickup only.
- Penn is proposing to use south lot for parent pickup, and
- Penn is proposing to use Penn Meadows Park drive for parent pickup. Would Penn pave and maintain park drive?

C. Van Allen

- Van Allen congestion is at Front Street/Abigail Lane intersection.
- **Adding lane to drive from Front to bus loop would reduce turning congestion – district will monitor at the beginning of school year.**

5. Other

- In the longer-term, look again at reconfiguration for safety in the Front/Cherry/Dubuque area.
- Parks Director to visit with Penn Principal to discuss intended Penn Meadows Park drive use.

6. Signage and walking route recommendations

- Publicize and distribute walking routes as shown on exhibit.

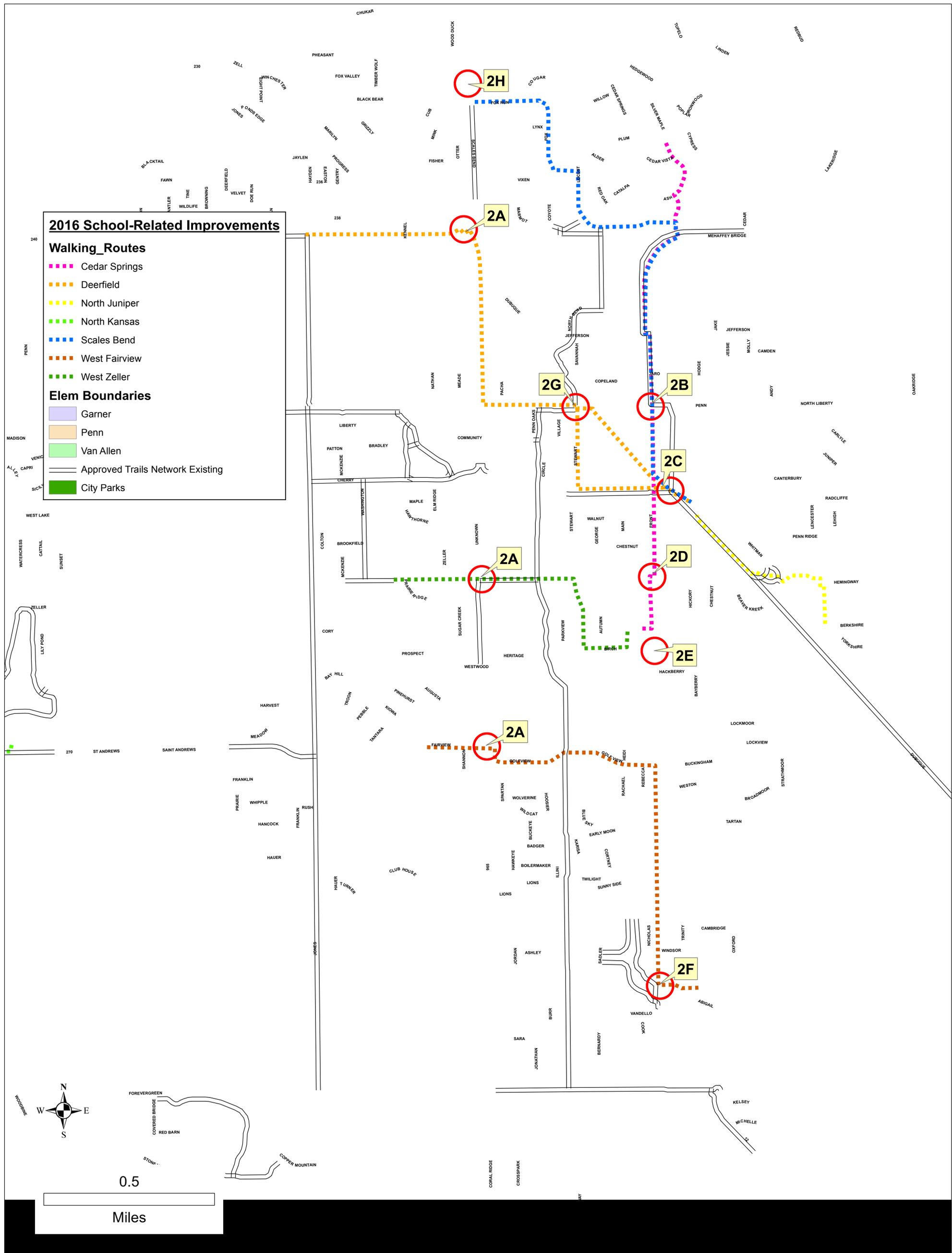
2016 School-Related Improvements

Walking_Routes

- Cedar Springs
- Deerfield
- North Juniper
- North Kansas
- Scales Bend
- West Fairview
- West Zeller

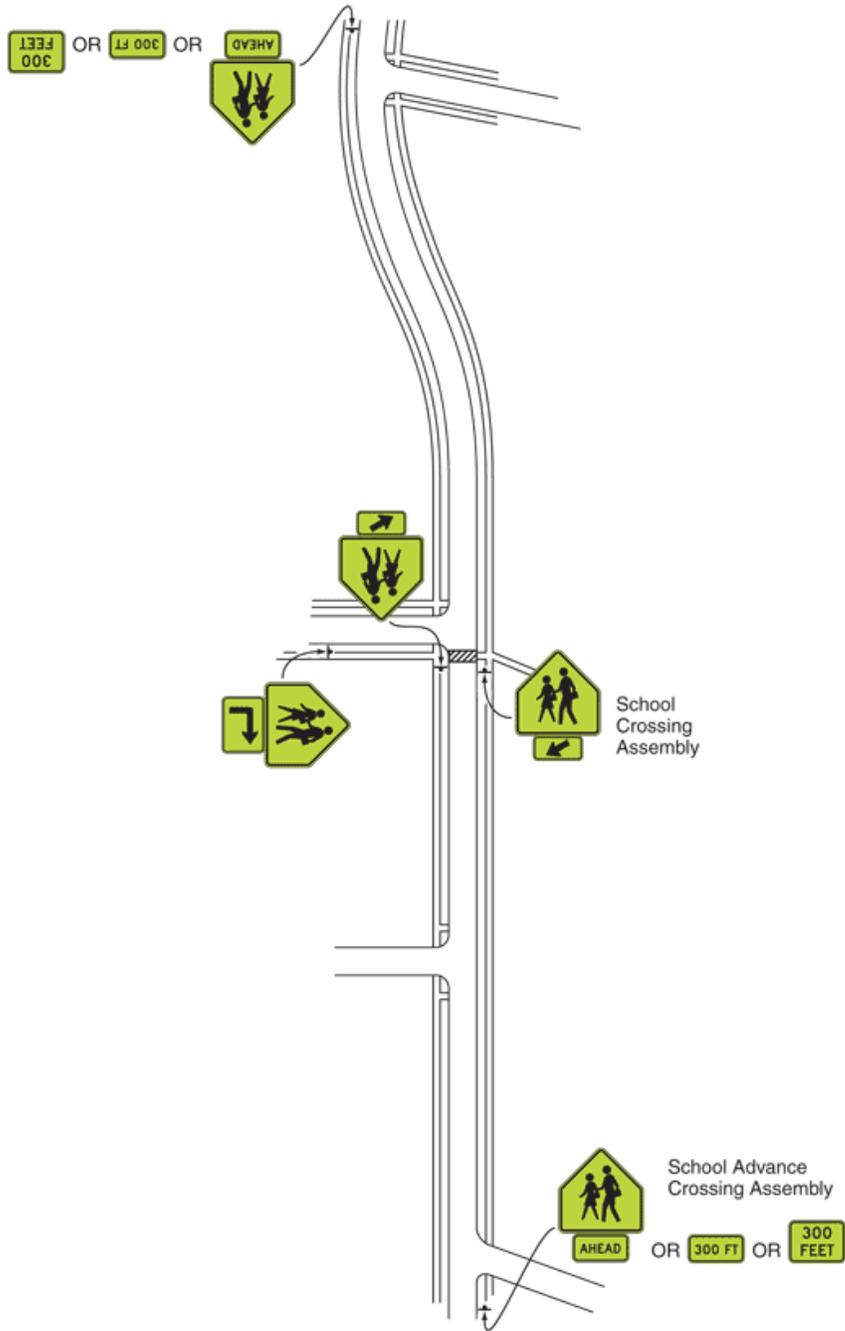
Elem Boundaries

- Garner
- Penn
- Van Allen
- Approved Trails Network Existing
- City Parks



0.5
Miles

Figure 7B-4. Example of Signing for a School Crossing Outside of a School Zone



Actuated crosswalk example: \$8,700.



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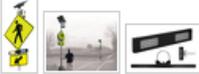
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TAPCO SKU: 2180-RRFBXLS

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Additional images, click to enlarge

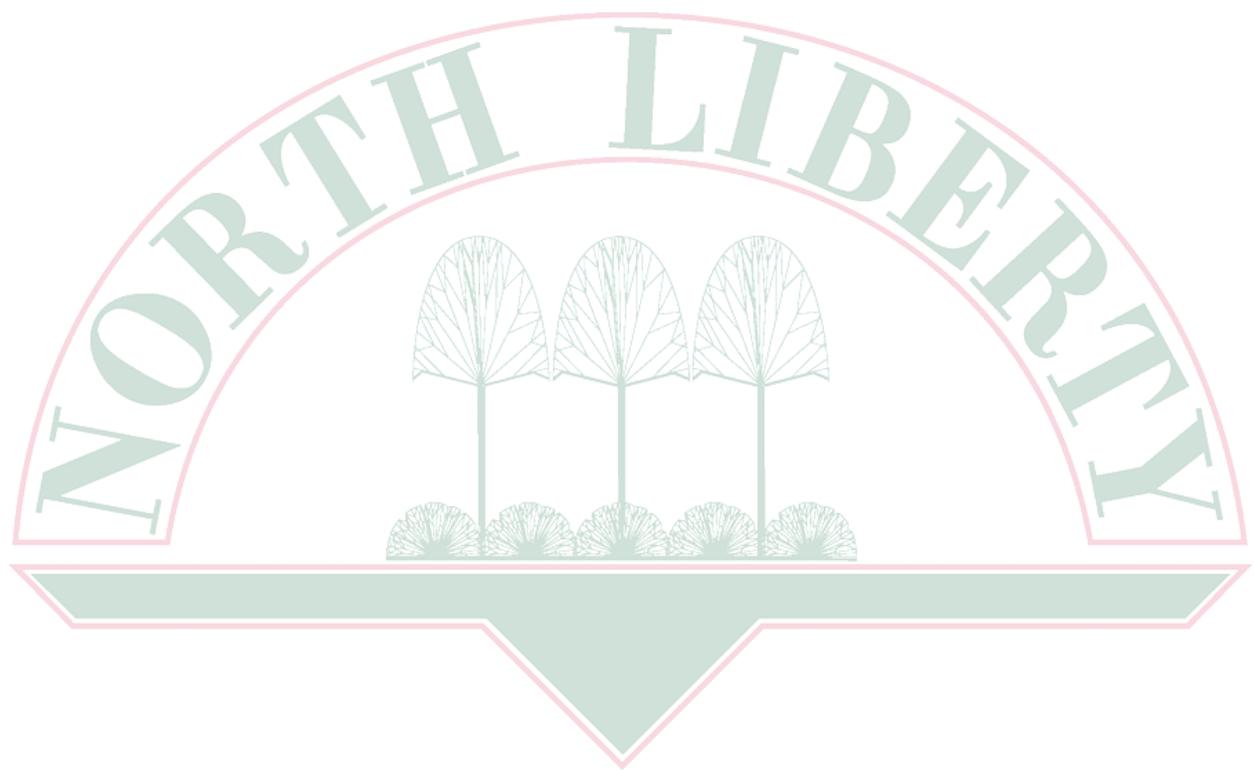


[Description](#) | [Videos](#)

TAPCO's pedestrian activated RRFB systems have produced 80% to 90% driver compliance in yielding to pedestrians at high-risk uncontrolled crossings. When activated, the LED arrays flash an FHWA specified, alternating 'wig-wag' pattern. Side-mounted LED arrays flash concurrently to advise pedestrians that the units are flashing. This is the highest yielding rate of all devices not featuring a red display, and up to 4 times greater than standard round beacons. RRFBs cost less than other devices with similar vehicular yield rates. The model available here includes all the hardware and components for a solar powered RRFB-XL pushbutton activated crosswalk system.

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Water Project Easements



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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between JERRI L. WOLFE, owner of the real estate described herein, (hereinafter referred to as “Property Owner,” which expression shall include his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as “City,” which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of four hundred eighty nine dollars (\$489.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the “Project”), under, over, through and across the area described in Exhibit A, which is attached, and specifically for installation and maintenance of a water main.

Further, the City agrees, as part of the consideration noted above, that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

Further, the Property Owner grants to the City:

1. The right of excavating in the easement area as the City may find reasonably necessary; and
2. The right to construct and maintain the Project with such structures as the City shall from time to time elect.

Further, the Property Owner and the City agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.

2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. Right of Access. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. The City shall not fence any part of the easement area, unless otherwise agreed in writing by the parties.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
 Jerri L. Wolfe

Signed: _____
 Amy Nielsen, Mayor

Signed: _____
 Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerri L. Wolfe, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

 Notary Public in and for said State

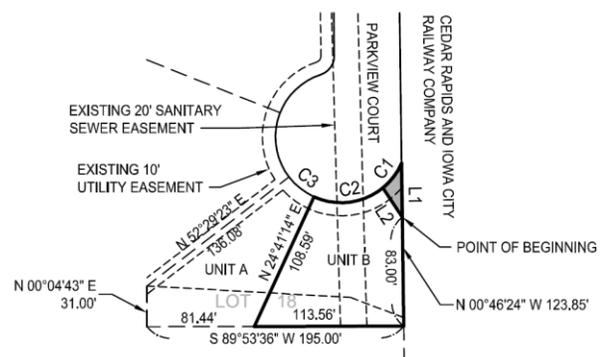
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**EASEMENT EXHIBIT
WATER MAIN EASEMENT**
A PART OF UNIT B OF LOT 18
PARKVIEW SUBDIVISION PART 2
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE			CURVE TABLE				
LINE	LENGTH	DIRECTION	CURVE	LENGTH	RADIUS	CHORD BRG	CHORD
L1	40.85'	N 00°46'24\" W	C1	23.72'	50.00'	S 37°18'33\" W	23.50
L2	26.64'	S 33°43'59\" E	C2	79.24'	50.00'	N 69°07'13\" E	71.21
			C3	24.40'	50.00'	S 51°29'52\" E	24.16

DESCRIPTION

A water main easement on that part of Unit B, Lot 18, Parkview Subdivision, Part 2, North Liberty, Johnson County, Iowa (Zero Lot Line Plat recorded in Plat Book 35, Page 272 and Final Plat of Parkview Subdivision Part 2 recorded in Plat Book 33, Page 234 at the Johnson County Recorder's Office), said easement being described as follows:

Commencing as a point of reference at the Southeast corner of said Unit B;

thence North 0°46'24\" West 83.00 feet along the East line of said Unit B (assumed bearing for this description only) to the point of beginning;

thence continuing North 0°46'24\" West 40.85 feet along said East line to a point of intersection with the right-of-way of Parkview Court;

thence Southwesterly 23.72 feet along said right-of-way and along the arc of a 50.00 foot radius curve concave Northwesterly (chord bearing South 37°18'33\" West 23.50 feet);

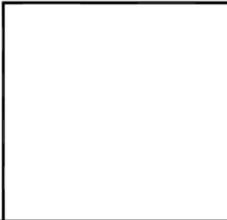
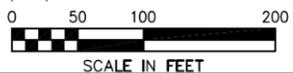
thence South 33°43'59\" East 26.64 feet to the

Area: 274 square feet more or less.

PROPERTY OWNER:
JERRI L. WOLFE

EXHIBIT REQUESTED BY:
THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



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

SIGNATURE: _____
NAME: **JONATHON BAILEY**
DATE: _____ LICENSE NUMBER: 12531
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
B1.1

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ARCHITECTURE+ENGINEERING
Iowa | Illinois | Indiana | Missouri
<http://www.shive-hattery.com>
ILLINOIS FIRM NUMBER: 184-000214

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT NORTH LIBERTY, JOHNSON COUNTY, IOWA		
DATE	4/6/16	SCALE AS SHOWN
DRAWN	JSB	FIELD BOOK N/A
APPROVED	JSB	REVISION

PROJECT NO.
115207-0
SHEET NO.
B1.1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between REBECCA L. WILKINSON, owner of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include, his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the "Project"), under, over, through and across the area described in Exhibit A, which is attached.

Further, the City agrees as part of the consideration noted above that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Engineer.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein

described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.

- 5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations.
- 6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond June 1, 2017, without the authorization of the Property Owner.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
Rebecca L. Wilkinson

Signed: _____
Amy Nielsen, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rebecca L. Wilkinson, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey

Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

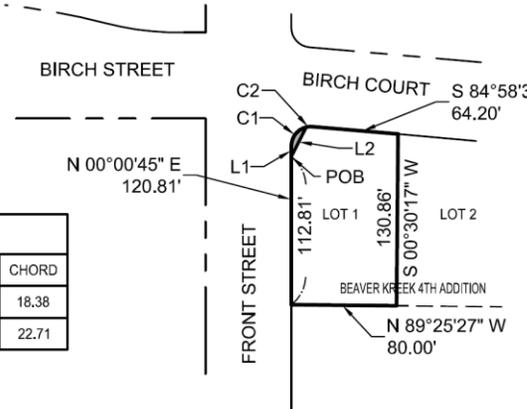
EXHIBIT A

**EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT**
 A PART OF LOT 1
 BEAVER KREEK FOURTH ADDITION
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	8.00'	N 00°00'45" E
L2	25.19'	S 26°33'00" W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD
C1	19.78'	15.00'	N 37°45'44" E	18.38
C2	25.74'	15.00'	N 49°07'23" E	22.71



DESCRIPTION

A temporary construction easement on that part of Lot 1, Beaver Kreek Fourth Addition (Final Plat recorded in Plat Book 16, Page 14 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa, described as follows:

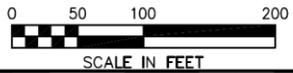
- Commencing as a point of reference at the Southwest corner of said Lot 1;
- thence North 0°00'45" East 112.81 feet along the West line of said Lot 1 (assumed bearing for this description only) to the point of beginning;
- thence continuing North 0°00'45" East 8.00 feet along said West line to a point of curvature;
- thence Northeasterly 18.78 feet along the arc of a 15.00 foot radius curve concave Southeasterly (chord bearing North 37°45'44" West 18.38 feet);
- thence South 26°33'00" West 25.19 feet to the point of beginning

Area: 84 square feet more or less.

PROPERTY OWNER:
 REBECCA L. WILKINSON

EXHIBIT REQUESTED BY:
 THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY:
 SHIVE-HATTERY, INC.
 2839 NORTHGATE DR.
 IOWA CITY, IA 52245
 (319) 354-3040



	<small>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</small>	
	SIGNATURE: _____ NAME: JONATHAN BAILEY	LICENSE NUMBER: <u>12531</u>
MY LICENSE RENEWAL DATE IS: <u>DECEMBER 31, 2016</u>		PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____ B1.1

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 Iowa | Illinois | Indiana | Missouri
<http://www.shive-hattery.com>
 ILLINOIS FIRM NUMBER: 184-000214

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT NORTH LIBERTY, JOHNSON COUNTY, IOWA		
DATE	3/15/16	SCALE AS SHOWN
DRAWN	JSB	FIELD BOOK N/A
APPROVED	JSB	REVISION

PROJECT NO.
 115207-0
 SHEET NO.
B1.1

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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between JEFFREY P. MOORE and JERI J. HOEGER, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one thousand seventy one dollars (\$1,071.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the "Project"), under, over, through and across the area described in Exhibit A, which is attached, and specifically for the installation and maintenance of a water main.

Further, the City agrees, as part of the consideration noted above, that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

Further, the Property Owner grants to the City:

1. The right of excavating in the easement area as the City may find reasonably necessary; and
2. The right to construct and maintain the Project with such structures as the City shall from time to time elect.

Further, the Property Owner and the City agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.

2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. Right of Access. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. The City shall not fence any part of the easement area, unless otherwise agreed in writing by the parties.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
Jeffrey P. Moore

Signed: _____
Amy Nielsen, Mayor

Signed: _____
Jeri J. Hoeger

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey P. Moore, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeri J. Hoeger, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for said State

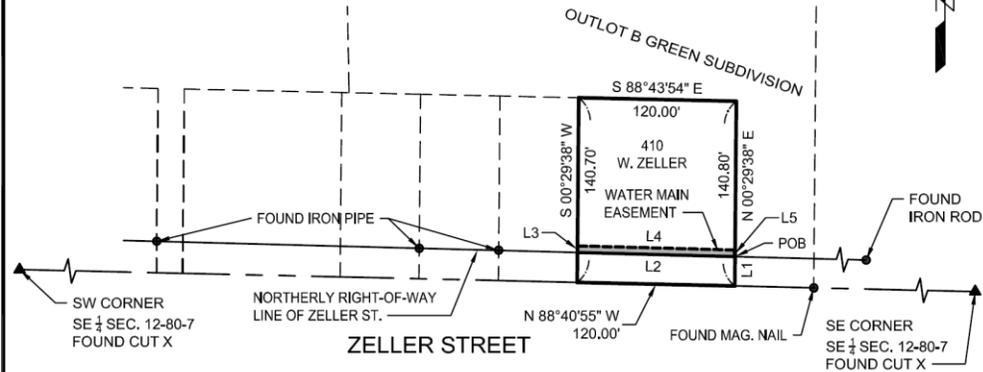
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**EASEMENT EXHIBIT
WATER MAIN EASEMENT**
410 WEST ZELLER STREET
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE			LINE TABLE		
LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION
L1	22.42'	N 00°29'38" E	L4	120.01'	S 88°29'31" E
L2	120.01'	S 88°29'31" E	L5	5.00'	S 00°29'38" W
L3	5.00'	N 00°29'38" E			

DESCRIPTION

A water main easement on that part of the Southwest Quarter of the Southeast Quarter of Section 12, Township 80 North, Range 6 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at a Southerly corner of Outlot B, Green Subdivision (recorded in Plat Book 38, Page 161 at the Johnson County Recorder's Office) said point being 444.2 feet West of the West right-of-way line of the Cedar Rapids and Iowa City Railway Company;

thence North 0°29'38" East 22.42 feet along a Westerly line of said Outlot B (assumed bearing for this description only) to a point of intersection with the Northerly right-of-way line of Zeller Street, said point being the point of beginning;

thence North 88°29'31" West 120.01 feet along said Northerly right-of-way line;

thence North 0°29'38" East 5.00 feet;

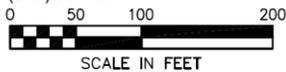
thence South 88°29'31" East 120.01 feet along a line parallel with and 5.00 feet in perpendicular distance North of said Northerly right-of-way line to a point of intersection with said Westerly line of said Outlot B;

thence South 0°29'31" West 5.00 feet along said Westerly line to the point of beginning.

PROPERTY OWNER: **JEFFREY P. MOORE** Area: 600 square feet more or less.
JERI J HOEGER

EXHIBIT REQUESTED BY:
THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



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

SIGNATURE: _____
NAME: **JONATHON BAILEY**
DATE: _____ LICENSE NUMBER: 12531
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: B1.1

 Iowa Illinois Indiana Missouri http://www.shive-hattery.com ILLINOIS FIRM NUMBER: 184-000214	EASEMENT EXHIBIT WATER MAIN EASEMENT NORTH LIBERTY, JOHNSON COUNTY, IOWA		PROJECT NO. 115207-0
	DATE: 3/28/16	SCALE: AS SHOWN	SHEET NO.
DRAWN: JSB	FIELD BOOK: N/A	B1.1	
APPROVED: JSB	REVISION:		

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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between MODERN HOMES LLC, owner of the real estate described herein, (hereinafter referred to as “Property Owner,” which expression shall include his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as “City,” which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one thousand eight hundred forty seven dollars (\$1,847.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the “Project”), under, over, through and across the area described in Exhibit A, which is attached, and specifically for installation and maintenance of a water main.

Further, the City agrees, as part of the consideration noted above, that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

Further, the Property Owner grants to the City:

1. The right of excavating in the easement area as the City may find reasonably necessary; and
2. The right to construct and maintain the Project with such structures as the City shall from time to time elect.

Further, the Property Owner and the City agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.

2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. Right of Access. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. The City shall not fence any part of the easement area, unless otherwise agreed in writing by the parties.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
Marek S. Szmyrgala, Member

Signed: _____
Amy Nielsen, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marek S. Szmyrgala, to me personally known, who, being by me duly sworn, did say that he is the Member of Modern Homes LLC, an Iowa corporation, and that the instrument was signed and sealed on behalf of the

corporation, and that Marek S. Szmyrgala acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

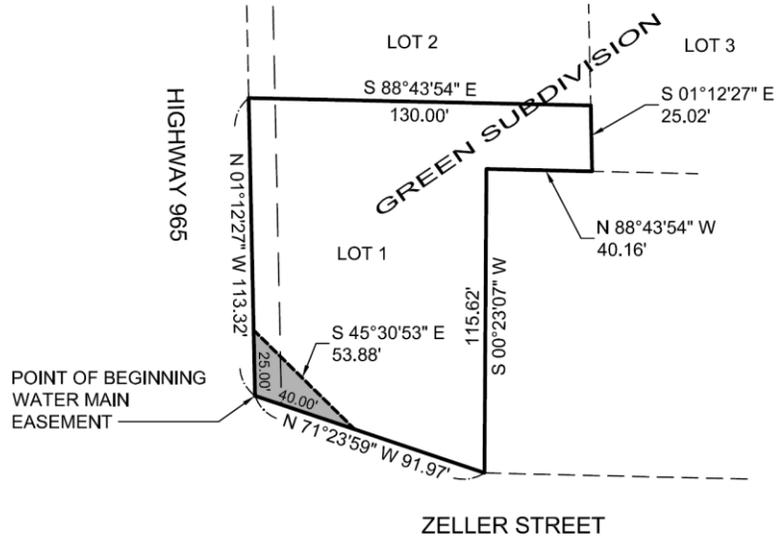
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**EASEMENT EXHIBIT
WATER MAIN EASEMENT**
A PART OF LOT 4, GREEN SUBDIVISION
NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A water main easement on that part of Lot 4, Green Subdivision (recorded in Plat Book 38, Page 161 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the Southwest corner of said Lot 4;

thence North 1°12'27" West 25.00 feet along the West line of said Lot 4 (assumed bearing for this description only);

thence South 45°30'53" East 53.88 feet to a point of intersection with the Southwesterly line of said Lot 4;

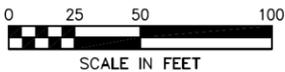
thence North 71°23'59" West 40.00 feet along said Southwesterly line to the point of beginning.

Area: 470 square feet more or less.

PROPERTY OWNER:
MODERN HOMES, INC.

EXHIBIT REQUESTED BY:
THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



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

SIGNATURE: _____
NAME: **JONATHAN BAILEY**
DATE: _____ LICENSE NUMBER: 12531
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
B1.1

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>
ILLINOIS FIRM NUMBER: 184-000214

**EASEMENT EXHIBIT
WATER MAIN EASEMENT
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

PROJECT NO.
115207-0

DATE	3/28/16	SCALE	AS SHOWN	SHEET NO.
DRAWN	JSB	FIELD BOOK	N/A	B1.1
APPROVED	JSB	REVISION		

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between LIFETIME RESEARCH, LLC, owner of the real estate described herein (hereinafter referred to as “Property Owner,” which expression shall include, his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as “City,” which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the “Project”), under, over, through and across the area described in Exhibit A, which is attached.

Further, the City agrees as part of the consideration noted above that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Engineer.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein

described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.

- 5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations.
- 6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond June 1, 2017, without the authorization of the Property Owner.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
Richard Anderson

Signed: _____
Amy Nielsen, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard Anderson, to me known to be the _____ of Lifetime Research, LLC, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Richard Anderson acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for said State

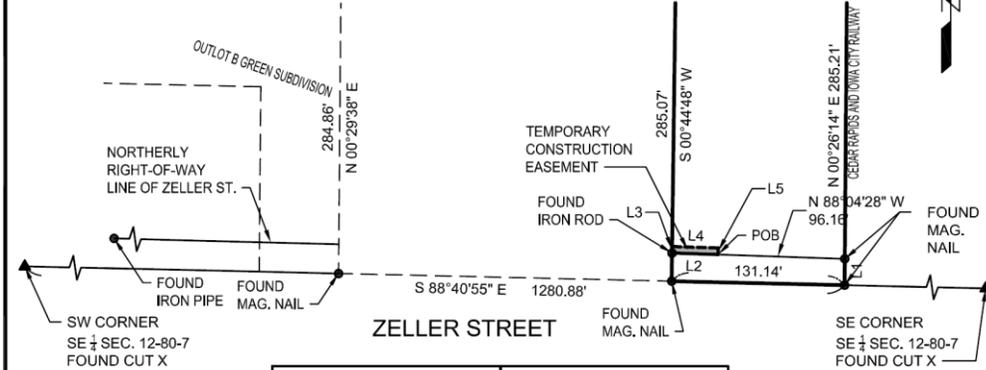
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT**
 A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER
 SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE			LINE TABLE		
LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION
L1	20.00'	N 00°26'14\" E	L4	35.00'	S 88°04'28\" E
L2	34.89'	N 88°04'28\" W	L5	5.00'	S 01°55'32\" W
L3	5.00'	N 00°42'02\" E			

DESCRIPTION

A temporary construction easement on that part of the Southwest Quarter of the Southeast Quarter of Section 12 Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at a point 50 feet West from the center of the Cedar Rapids and Iowa City Railway Company right-of-way which point is South 88°40'55\" East 1280.88 feet from the South Quarter Corner of said Section 12;

thence North 0°26'14\" East 20.00 feet along the Westerly line of said Cedar Rapids and Iowa City Railway Company right-of-way (assumed bearing for this description only) to a point of intersection with the Northerly right-of-way line of Zeller Street;

thence North 88°04'28\" West 96.16 feet along said Northerly right-of-way line to the point of beginning;

thence continuing North 88°04'28\" West 37.89 feet along said Northerly right-of-way line;

thence North 0°42'02\" East 5.00 feet;

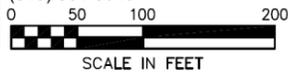
thence South 88°04'28\" East 35.00 feet along a line parallel with and 5.00 feet in perpendicular distance North of said Northerly right-of-way line;

thence South 1°55'32\" West 5.00 feet to the point of beginning;

PROPERTY OWNER: LIFETIME RESEARCH, INC. Area: 175 square feet more or less.

EXHIBIT REQUESTED BY: THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY: SHIVE-HATTERY, INC.
 2839 NORTHGATE DR.
 IOWA CITY, IA 52245
 (319) 354-3040



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: 12531
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
 B1.1

SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>
 ILLINOIS FIRM NUMBER: 184-000214

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT NORTH LIBERTY, JOHNSON COUNTY, IOWA		PROJECT NO. 115207-0
DATE 4/1/16	SCALE AS SHOWN	SHEET NO.
DRAWN JSB	FIELD BOOK N/A	B1.1
APPROVED JSB	REVISION	

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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between DANIEL W. KNIGHT and JILL E. KNIGHT, husband and wife, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one thousand one hundred fifteen dollars (\$1,115.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the "Project"), under, over, through and across the area described in Exhibit A, which is attached, and specifically for the installation and maintenance of a water main.

Further, the City agrees, as part of the consideration noted above, that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

Further, the Property Owner grants to the City:

1. The right of excavating in the easement area as the City may find reasonably necessary; and
2. The right to construct and maintain the Project with such structures as the City shall from time to time elect.

Further, the Property Owner and the City agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.

2. The City is responsible for the removal of trees and bushes in the easement area and the costs for the same if the Property Owner requests the City to remove one or more of the trees or bushes between the date of the execution of this agreement and July 1, 2019. Similarly, the City has the option to remove one or more of the trees or bushes in the easement area at its own cost between the date of the execution of this agreement and July 1, 2019.
3. The Property Owner shall not construct, erect, or plant any new or additional landscaping, trees, bushes, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
4. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
5. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. The City shall not fence any part of the easement area, unless otherwise agreed in writing by the parties.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
Daniel W. Knight

Signed: _____
Amy Nielsen, Mayor

Signed: _____
Jill E. Knight

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel W. Knight, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jill E. Knight, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for said State

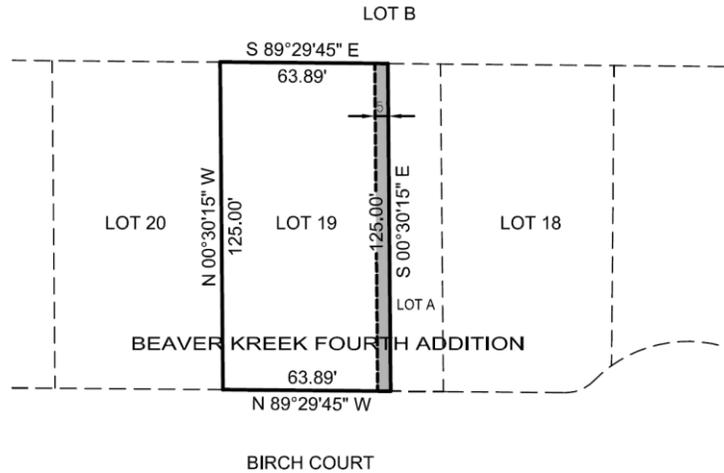
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**EASEMENT EXHIBIT
WATER MAIN EASEMENT**
A PART OF LOT 19
BEAVER KREEK FOURTH ADDITION
NORTH LIBERTY, JOHNSON COUNTY, IOWA



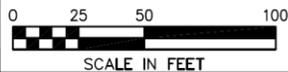
DESCRIPTION

A water main easement on the East five feet Lot 19, Beaver Kreek Fourth Addition (Final Plat recorded in Plat Book 16, Page 14 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa, containing 625 square feet more or less.

PROPERTY OWNERS:
DANIEL W. KNIGHT
JILL E. KNIGHT

EXHIBIT REQUESTED BY:
THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



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

SIGNATURE: _____
NAME: **JONATHON BAILEY**
DATE: _____ LICENSE NUMBER: 12531
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
B1.1

SHIVEHATTERY
ARCHITECTURE+ENGINEERING
Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>
ILLINOIS FIRM NUMBER: 184-000214

EASEMENT EXHIBIT WATER MAIN EASEMENT NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	3/22/16	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	N/A
APPROVED	JSB	REVISION	

PROJECT NO.
115207-0

SHEET NO.
B1.1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between JEFFREY M. JOHNSON and LINDA L. JOHNSON, owners of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include, his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the "Project"), under, over, through and across the area described in Exhibit A, which is attached.

Further, the City agrees as part of the consideration noted above that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Engineer.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein

described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.

5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations.
6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond June 1, 2017, without the authorization of the Property Owner.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
Jeffrey M. Johnson

Signed: _____
Amy Nielsen, Mayor

Signed: _____
Linda L. Johnson

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey M. Johnson, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Linda L. Johnson, to me known

to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

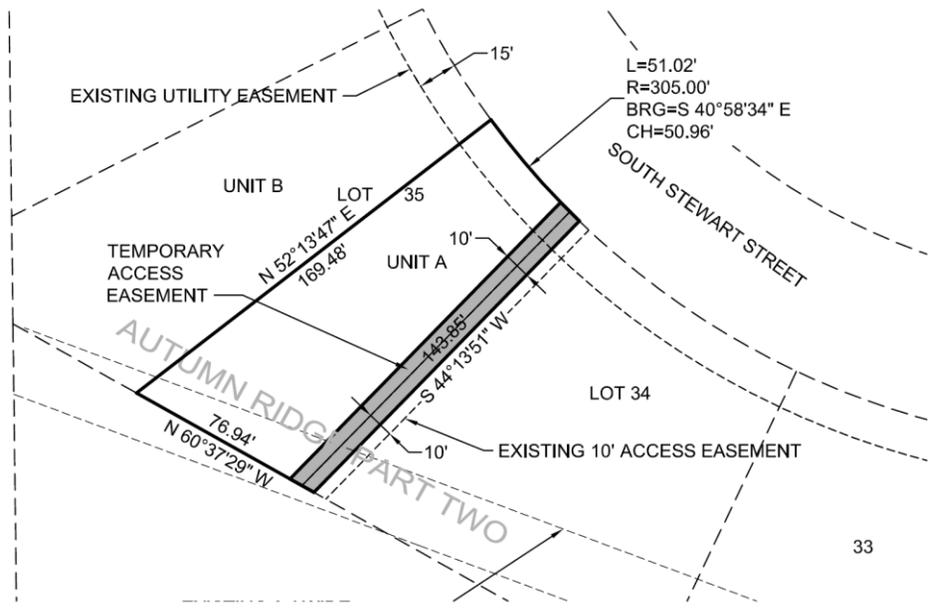
On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**EASEMENT EXHIBIT
TEMPORARY ACCESS EASEMENT**

A PART OF UNIT A OF LOT 35
AUTUMN RIDGE PART TWO
NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

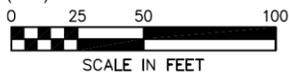
A 10 foot wide temporary access easement on the Southeasterly 10 feet of Unit A of Lot 35, Autumn Ridge - Part Two, according to the Zero Lot Line Plat of Survey recorded in Book 56, Page 318, Plat Records of Johnson County, Iowa, said Unit A being the southeasterly portion of Lot 35, Autumn Ridge Part Two, North Liberty, Iowa, according to the plat thereof recorded Book 55, Page 27, Plat Records of Johnson County, Iowa.

Area: 722 Square feet more or less net.

PROPERTY OWNERS:
JEFFERY M. JOHNSON
LINDA L. JOHNSON

EXHIBIT REQUESTED BY:
THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



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

SIGNATURE: _____
NAME: **JONATHAN BAILEY**
DATE: _____ LICENSE NUMBER: 12531
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
B1.1

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>
ILLINOIS FIRM NUMBER: 184-000214

EASEMENT EXHIBIT
TEMPORARY ACCESS EASEMENT
NORTH LIBERTY, JOHNSON COUNTY, IOWA

PROJECT NO.
115207-0

DATE	4/4/16	SCALE	AS SHOWN	SHEET NO.
DRAWN	JSB	FIELD BOOK	N/A	B1.1
APPROVED	JSB	REVISION		

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between RONALD K. HILLS and LISA E. HILLS, owners of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include, his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the "Project"), under, over, through and across the area described in Exhibit A, which is attached.

Further, the City agrees as part of the consideration noted above that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Engineer.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein

described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.

- 5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations.
- 6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond June 1, 2017, without the authorization of the Property Owner.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
Ronald K. Hills

Signed: _____
Amy Nielsen, Mayor

Signed: _____
Lisa E. Hills

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald K. Hills, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lisa E. Hills, to me known to be

the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

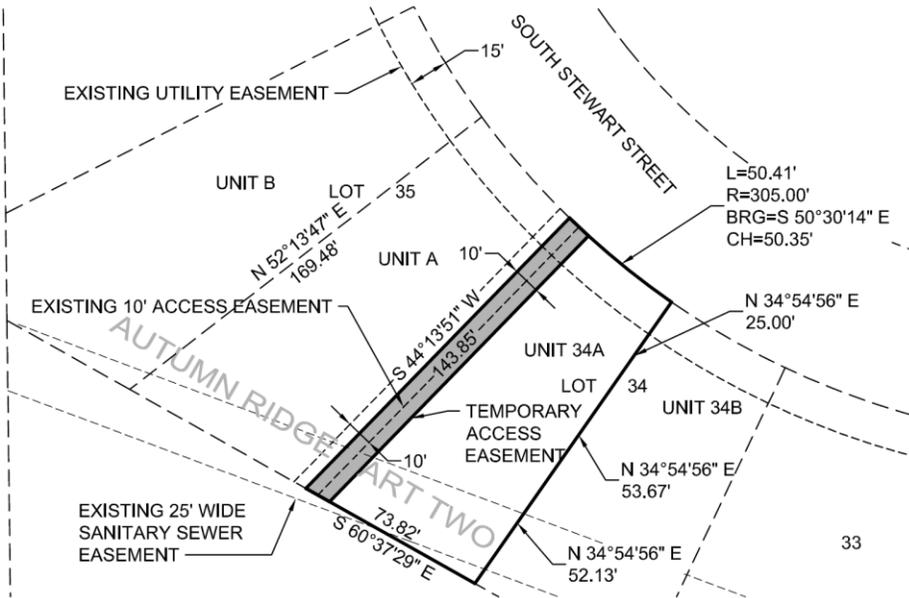
On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**EASEMENT EXHIBIT
TEMPORARY ACCESS EASEMENT**

A PART OF UNIT 34A OF LOT 34
AUTUMN RIDGE PART TWO
NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

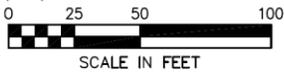
A 10 foot wide temporary access easement on the Northwesterly 10 feet of Unit 34A of Lot 34, Autumn Ridge - Part Two, according to the Zero Lot Line Plat of Survey recorded in Book 56, Page 318, Plat Records of Johnson County, Iowa, said Unit 34A being the southeasterly portion of Lot 34, Autumn Ridge Part Two, North Liberty, Iowa, according to the plat thereof recorded Book 55, Page 27, Plat Records of Johnson County, Iowa.

Area: 710 square feet more or less net.

PROPERTY OWNERS:
RONALD K. HILLS
LISA E. HILLS

EXHIBIT REQUESTED BY:
THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.	
SIGNATURE: _____	
NAME: JONATHAN BAILEY	
DATE: _____ LICENSE NUMBER: 12531	
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016	
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: B1.1	

SHIVEHATTERY
ARCHITECTURE+ENGINEERING
Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>
ILLINOIS FIRM NUMBER: 184-000214

EASEMENT EXHIBIT TEMPORARY ACCESS EASEMENT NORTH LIBERTY, JOHNSON COUNTY, IOWA		
DATE	4/4/16	SCALE AS SHOWN
DRAWN	JSB	FIELD BOOK N/A
APPROVED	JSB	REVISION

PROJECT NO. 115207-0
SHEET NO. B1.1

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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between HILLS BANK AND TRUST COMPANY, owner of the real estate described herein, (hereinafter referred to as “Property Owner,” which expression shall include his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as “City,” which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of two thousand three hundred fifty eight dollars (\$2,358.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the “Project”), under, over, through and across the area described in Exhibit A, which is attached, and specifically for the installation and maintenance of a water main.

Further, the City agrees, as part of the consideration noted above, that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

Further, the Property Owner grants to the City:

1. The right of excavating in the easement area as the City may find reasonably necessary; and
2. The right to construct and maintain the Project with such structures as the City shall from time to time elect.

Further, the Property Owner and the City agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.

2. The Property Owner reserves the right to use the easement area for purposes which will not interfere with the City's enjoyment of its rights granted herein, provided that the Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. Right of Access. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. The City shall not fence any part of the easement area, unless otherwise agreed in writing by the parties.
6. The City covenants and agrees to protect excavations during construction, to promptly fill said excavations following construction, and to hold the Property Owner harmless from third party liability during said construction.
7. The City shall promptly backfill any trench made by it and repair any damages caused by the City within the easement area by virtue of future excavation or use of the easement area. The City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete and the City agrees to restore any portion of the easement area disturbed by its construction work to substantially the condition it was in prior to the commencement of the Project.
8. The City shall indemnify Property Owner against loss or damage which occurs as a result of the City's negligent acts or omissions in the exercise of its easement rights herein

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____

Signed: _____

Amy Nielsen, Mayor

Signed: _____

Signed: _____

Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me known to be the _____ and _____ of Hills Bank and Trust Company and that the instrument was signed on behalf of the corporation by the authority of its members, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

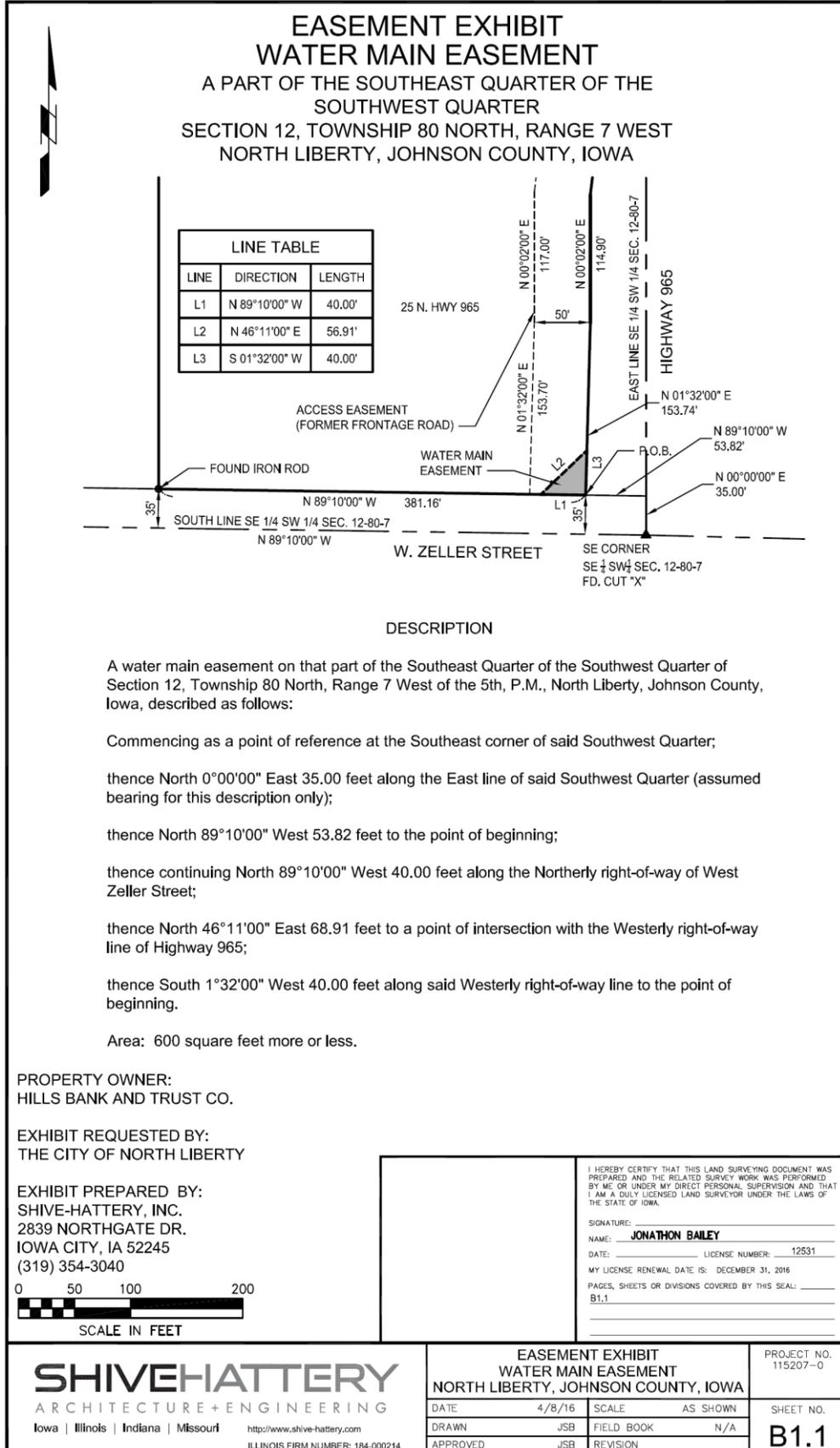
Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A



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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between HAWKEYE REAL ESTATE INVESTMENT COMPANY, owner of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include, his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the "Project"), under, over, through and across the area described in Exhibit A, which is attached.

Further, the City agrees as part of the consideration noted above that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Engineer.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein

described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.

- 5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations.
- 6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond June 1, 2017, without the authorization of the Property Owner.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
*

Signed: _____
Amy Nielsen, Mayor

Signed: _____
*

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me known to be the _____ and _____ of Hawkeye Real Estate Investment Company, an Iowa corporation, and who executed the foregoing instrument on behalf of the corporation by authority of its members, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

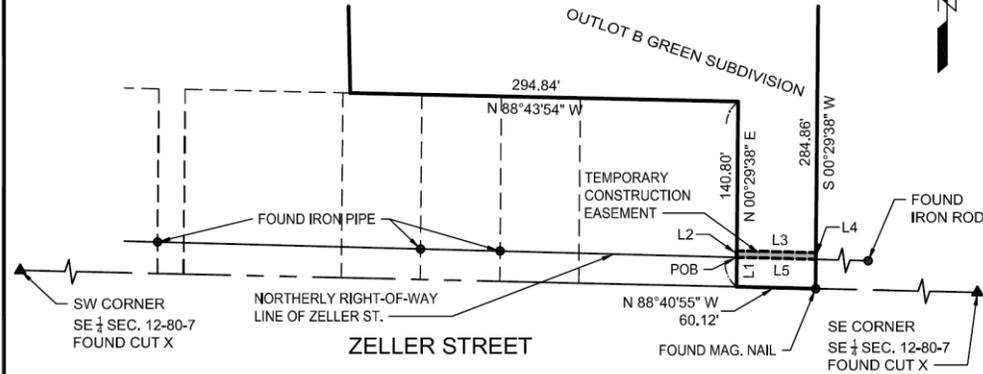
On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT

A PART OF OUTLOT B, GREEN SUBDIVISION
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE			LINE TABLE		
LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION
L1	22.42'	N 00°29'38" E	L4	5.00'	S 00°29'38" W
L2	5.00'	N 00°29'38" E	L5	60.12'	N 88°29'31" W
L3	60.12'	S 88°29'31" E			

DESCRIPTION

A temporary construction easement on that part of Outlot B, Green Subdivision (recorded in Plat Book 38, Page 161 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at a Southerly corner of said Outlot B, said point being 444.2 feet West of the West right-of-way line of the Cedar Rapids and Iowa City Railway Company;

thence North 0°29'38" East 22.42 feet along a Westerly line of said Outlot B (assumed bearing for this description only) to a point of intersection with the Northerly right-of-way line of Zeller Street, said point being the point of beginning;

thence continuing North 0°29'38" East 5.00 feet along said Westerly line;

thence South 88°29'31" East 60.12 feet along a line parallel with and 5.00 feet in perpendicular distance North of said Northerly right-of-way line to a point of intersection with the Easterly line of said Outlot B;

thence South 0°29'31" West 5.00 feet along said Easterly line to a point of intersection with said Northerly right-of-way line;

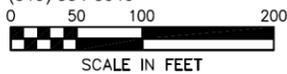
thence North 88°29'31" West 60.12 feet along said Northerly right-of-way line to the point of beginning.

PROPERTY OWNER:
 HAWKEYE REAL ESTATE
 INVESTMENT COMPANY, INC.

Area: 300 square feet more or less.

EXHIBIT REQUESTED BY:
 THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY:
 SHIVE-HATTERY, INC.
 2839 NORTHGATE DR.
 IOWA CITY, IA 52245
 (319) 354-3040



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: 12531
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
 B1.1

SHIVEHATTERY
 ARCHITECTURE+ENGINEERING

Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>
 ILLINOIS FIRM NUMBER: 184-000214

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	3/31/16	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	N/A
APPROVED	JSB	REVISION	

PROJECT NO.
 115207-0

SHEET NO.

B1.1

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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between ERP, LLC, owner of the real estate described herein, (hereinafter referred to as “Property Owner,” which expression shall include his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as “City,” which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar and no cents (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the “Project”), under, over, through and across the area described in Exhibit A, which is attached, and specifically for installation and maintenance of a water main.

Further, the City agrees, as part of the consideration noted above, that it is responsible for the removal of a large maple tree located on or near the proposed easement area and for all costs associated with said removal.

Further, the City agrees, as part of the consideration noted above, that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

Further, the Property Owner grants to the City:

1. The right of excavating in the easement area as the City may find reasonably necessary; and
2. The right to construct and maintain the Project with such structures as the City shall from time to time elect.

Further, the Property Owner and the City agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. Right of Access. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. The City shall not fence any part of the easement area, unless otherwise agreed in writing by the parties.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
Zachary Evans, Partner
ERP, L.L.C.

Signed: _____
Amy Nielsen, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Zachary Evans, to me known to be a Partner of ERP, LLC, and who executed the foregoing instrument, and acknowledged that

he executed the same as the voluntary act and deed of the corporation by it and by him voluntarily executed.

Notary Public in and for said State

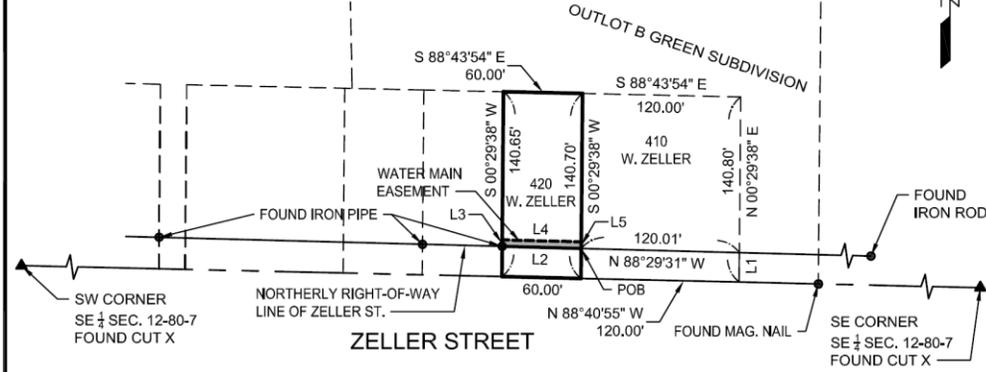
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**EASEMENT EXHIBIT
WATER MAIN EASEMENT
420 WEST ZELLER STREET
NORTH LIBERTY, JOHNSON COUNTY, IOWA**



LINE TABLE			LINE TABLE		
LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION
L1	22.42'	N 00°29'38" E	L4	60.00'	S 88°29'31" E
L2	60.00'	N 88°24'36" W	L5	5.00'	S 00°29'38" W
L3	4.91'	N 00°29'38" E			

DESCRIPTION

A water main easement on that part of the Southwest Quarter of the Southeast Quarter of Section 12, Township 80 North, Range 6 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at a Southerly corner of Outlot B, Green Subdivision (recorded in Plat Book 38, Page 161 at the Johnson County Recorder's Office) said point being 444.2 feet West of the West right-of-way line of the Cedar Rapids and Iowa City Railway Company;

thence North 0°29'38" East 22.42 feet along a Westerly line of said Outlot B (assumed bearing for this description only) to a point of intersection with the Northerly right-of-way line of Zeller Street;

thence North 88°29'31" West 120.01 feet along said Northerly right-of-way line to the point of beginning;

thence continuing North 88°29'31" West 60.00 feet along said Northerly right-of-way line;

thence North 0°29'38" East 5.00 feet;

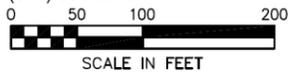
thence South 88°29'31" East 120.01 feet along a line parallel with and 5.00 feet in perpendicular distance North of said Northerly right-of-way line;

thence South 0°29'31" West 5.00 feet along said Westerly line to the point of beginning.

PROPERTY OWNER: ERP, LLC Area: 300 square feet more or less.

EXHIBIT REQUESTED BY:
THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



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

SIGNATURE: _____
NAME: **JONATHAN BAILEY**
DATE: _____ LICENSE NUMBER: 12531
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
B1.1

 Iowa Illinois Indiana Missouri http://www.shive-hattery.com ILLINOIS FIRM NUMBER: 184-000214	EASEMENT EXHIBIT WATER MAIN EASEMENT NORTH LIBERTY, JOHNSON COUNTY, IOWA		PROJECT NO. 115207-0
	DATE 3/28/16	SCALE AS SHOWN	SHEET NO.
	DRAWN JSB	FIELD BOOK N/A	B1.1
APPROVED JSB	REVISION		

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between BIO-RESEARCH PRODUCTS, INC., owner of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include, his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, commencing in calendar year 2016 (the "Project"), under, over, through and across the area described in Exhibit A, which is attached (the "Easement Area").

Further, the City agrees as part of the consideration noted above that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the Easement Area without obtaining the prior written approval of the City Engineer, except for the construction of an access to the lot agreed to by the parties and depicted in an approved site plan.
3. The Property Owner shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
4. The City shall have the right of use of the Easement Area in accordance with this

agreement and to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the Easement Area to substantially the same condition as existed prior to the commencement of construction operations.
6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond June 1, 2017, without the prior written approval of the Property Owner.
7. The City shall not knowingly cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on the Easement Area by City, City's agents, employees, contractors or invitees, without first obtaining Property Owner's written consent, which may be withheld at the Property Owner's sole and absolute discretion.

As used herein, "Hazardous Substance" means any substance which is listed as "hazardous" or "toxic" or listed in the regulations implementing CERCLA. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste," "hazardous material," "hazardous substance," or an "extremely hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum products.

8. During the term of this Easement, the City assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property Owner's property on or adjacent to the Easement Area or any portion thereof and for injury to or death of any person or damage to any property, in any manner arising out of or incident to the City's possession, use, operation or condition of the Easement Area or any portion thereof, whether such injury or death be with respect to agents or employees of the City, and whether such property damage be to the Property Owner's property or the property of others. To the extent permitted by law, the City hereby assumes responsibility for and agrees to indemnify, protect, save and hold harmless Property Owner from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the Property Owner that in any way relate to or arise out of the City's possession, use, operation or condition of the Easement Area, unless caused by the Property Owner or its agents, to the maximum extent permitted by law. The obligation of the City hereunder shall survive the termination of this easement.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to grant this easement; and that the Property Owner covenants to warrant and defend title to the Easement Area against the lawful claims of all persons whomsoever.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

BIO-RESEARCH PRODUCTS, INC.

CITY OF NORTH LIBERTY, IOWA

By: _____
Paul Baehr, President & CEO

By: _____
Amy Nielsen, Mayor

By: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, this instrument was acknowledged before me by Paul Baehr as President & CEO of Bio-Research Products, Inc.

Notary Public in and for said State

My commission expires on: _____

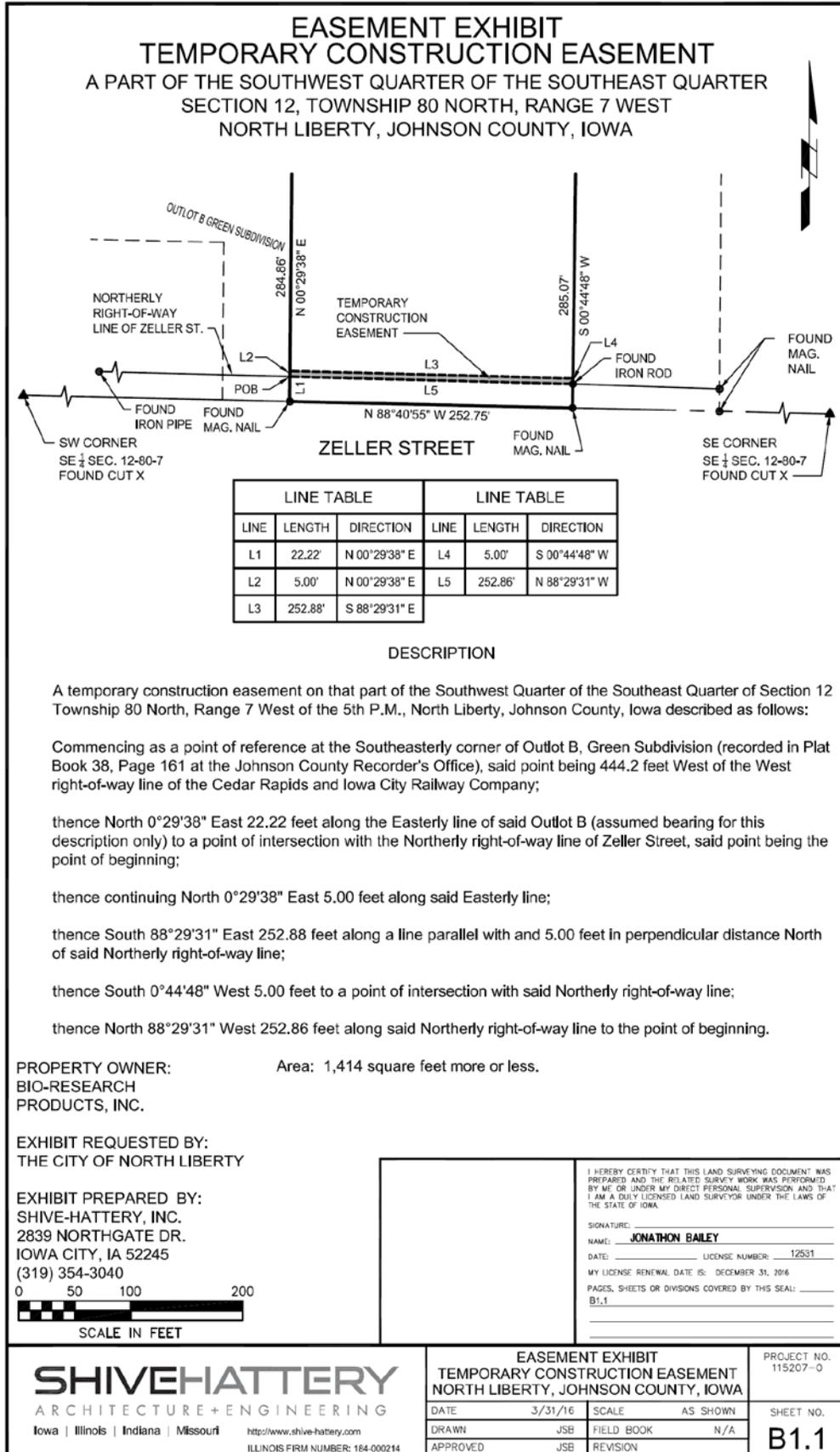
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

My commission expires on: _____

EXHIBIT A



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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between ZELLER CROSSING CONDOMINIUMS OWNERS ASSOCIATION, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of two thousand twenty-seven dollars (\$2,027.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the "Project"), under, over, through and across the area described in Exhibit A, which is attached, and specifically for installation and maintenance of a water main.

Further, the City agrees, as part of the consideration noted above, that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

Further, the Property Owner grants to the City:

1. The right of excavating in the easement area as the City may find reasonably necessary; and
2. The right to construct and maintain the Project with such structures as the City shall from time to time elect.

Further, the Property Owner and the City agree that:

1. The City shall be fully responsible for the costs of designing, constructing and

maintaining the Project.

2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. Right of Access. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. The City shall not fence any part of the easement area, unless otherwise agreed in writing by the parties.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
Michael P. Nauman, President

Signed: _____
Amy Nielsen, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael P. Nauman, to me personally known, who, being by me duly sworn, did say that he is the President of Zeller Crossing Condominiums Owners Association, an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Michael Nauman acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary

act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

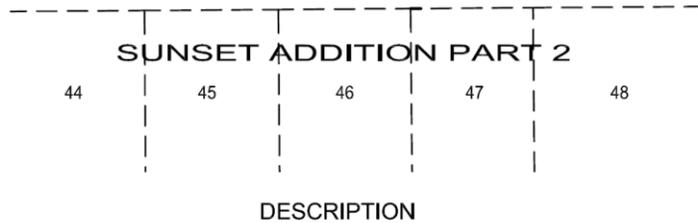
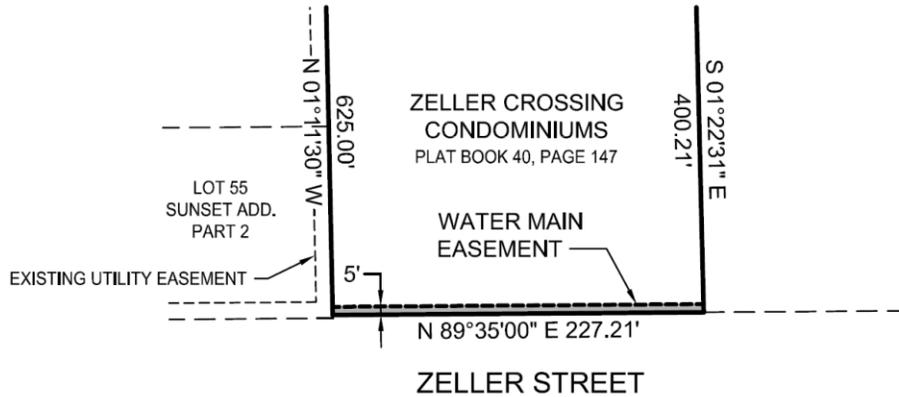
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**EASEMENT EXHIBIT
WATER MAIN EASEMENT**
A PART OF ZELLER CROSSING CONDOMINIUMS
NORTH LIBERTY, JOHNSON COUNTY, IOWA

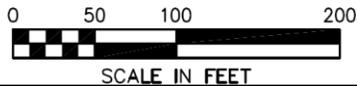


A water main easement on the South 5 feet of Zeller Crossing Condominiums, a Residential Multi-Family Planned Area Development (recorded in Plat Book 40, Page 147 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa.

Area: 1,136 square feet more or less.

EXHIBIT REQUESTED BY:
THE CITY OF NORTH LIBERTY

EXHIBIT PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



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

SIGNATURE: _____
NAME: **JONATHON BAILEY**
DATE: _____ LICENSE NUMBER: **12531**
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
B1.1

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>
ILLINOIS FIRM NUMBER: 184-000214

**EASEMENT EXHIBIT
WATER MAIN EASEMENT
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

PROJECT NO.
115207-0

DATE	3/25/16	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	
APPROVED	JSB	REVISION	

SHEET NO.
B1.1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between AUTUMN RIDGE OWNERS ASSOCIATION, owner of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include, his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the "Project"), under, over, through and across the area described in Exhibit A, which is attached.

Further, the City agrees as part of the consideration noted above that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Engineer.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein

described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.

5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations.
6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond June 1, 2017, without the authorization of the Property Owner.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
Ryan J. Page, President

Signed: _____
Amy Nielsen, Mayor

Signed: _____
Jonathan D. Dubois, Vice President

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan J. Page, to me known to be the President of Autumn Ridge Owners Association and that the instrument was signed on behalf of the corporation by the authority of its members, and that Ryan J. Page acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for said State

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jonathan D. Dubois, to me known to be the Vice President of Autumn Ridge Owners Association and that the instrument was signed on behalf of the corporation by the authority of its members, and that Jonathan D. Dubois acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.

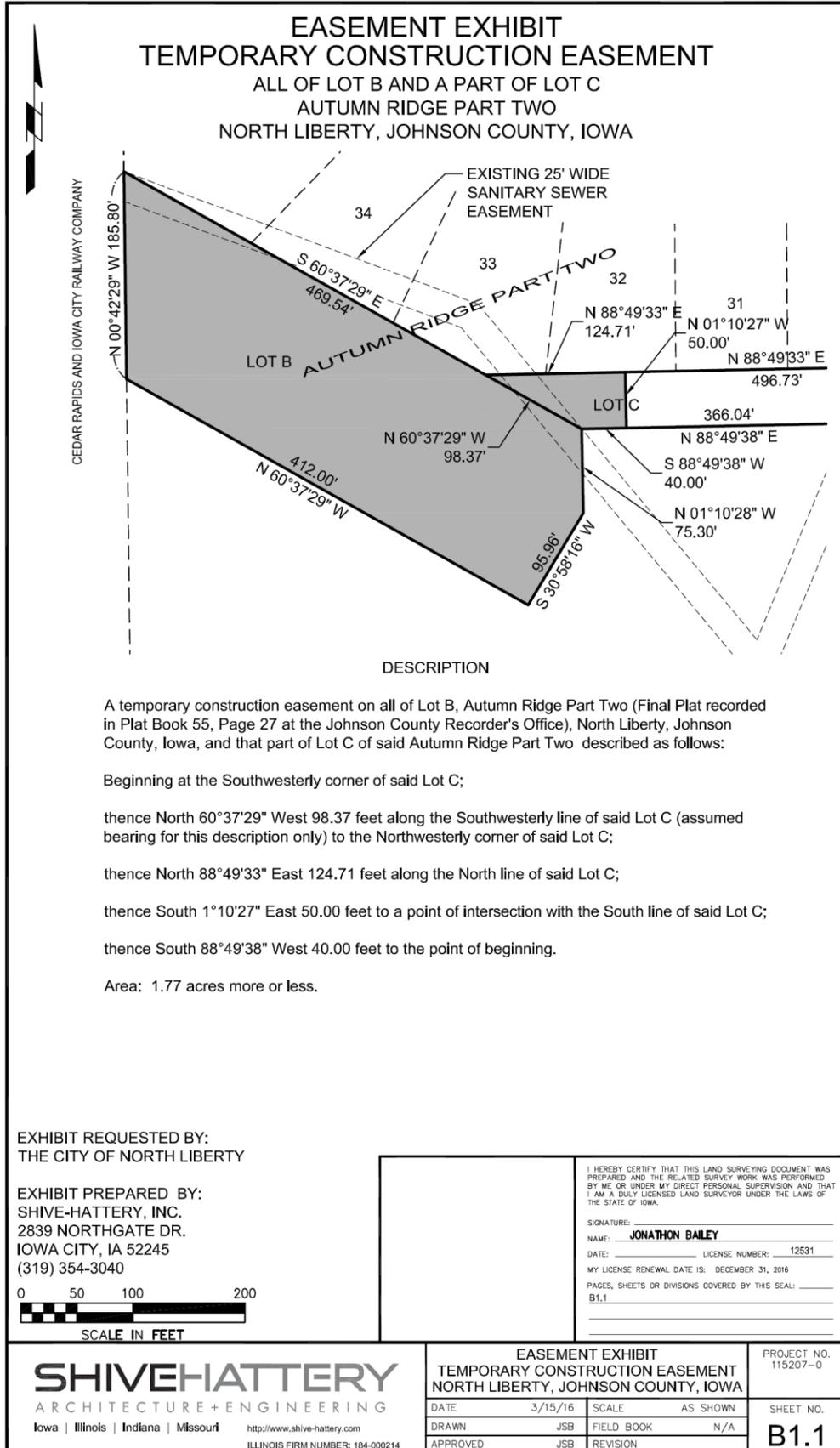
Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A



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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between Autumn Ridge Owners Association, owner of the real estate described herein, (hereinafter referred to as “Property Owner,” which expression shall include his, her, or their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as “City,” which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one thousand five hundred dollars (\$1,500.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement for the public purpose of improving the public water infrastructure in North Liberty, Iowa, in calendar year 2016 (the “Project”), under, over, through and across the area described in Exhibit A, which is attached, and specifically for installation and maintenance of a water main.

Further, the City agrees, as part of the consideration noted above, that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

Further, the Property Owner grants to the City:

1. The right of excavating in the easement area as the City may find reasonably necessary; and
2. The right to construct and maintain the Project with such structures as the City shall from time to time elect, but no above ground structures shall be allowed.

Further, the Property Owner and the City agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.

2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
4. Right of Access. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. The City shall not fence any part of the easement area, unless otherwise agreed in writing by the parties.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 2016.

PROPERTY OWNER:

CITY:

Signed: _____
 Ryan J. Page, President

Signed: _____
 Amy Nielsen, Mayor

Signed: _____
 Jonathan D. Dubois, Vice President

Signed: _____
 Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan J. Page, to me known to be the President of Autumn Ridge Owners Association and that the instrument was signed on behalf of the corporation by the authority of its members, and that Ryan J. Page acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for said State

STATE OF IOWA, JOHNSONCOUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jonathan D. Dubois, to me known to be the Vice President of Autumn Ridge Owners Association and that the instrument was signed on behalf of the corporation by the authority of its members, and that Jonathan D. Dubois acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.

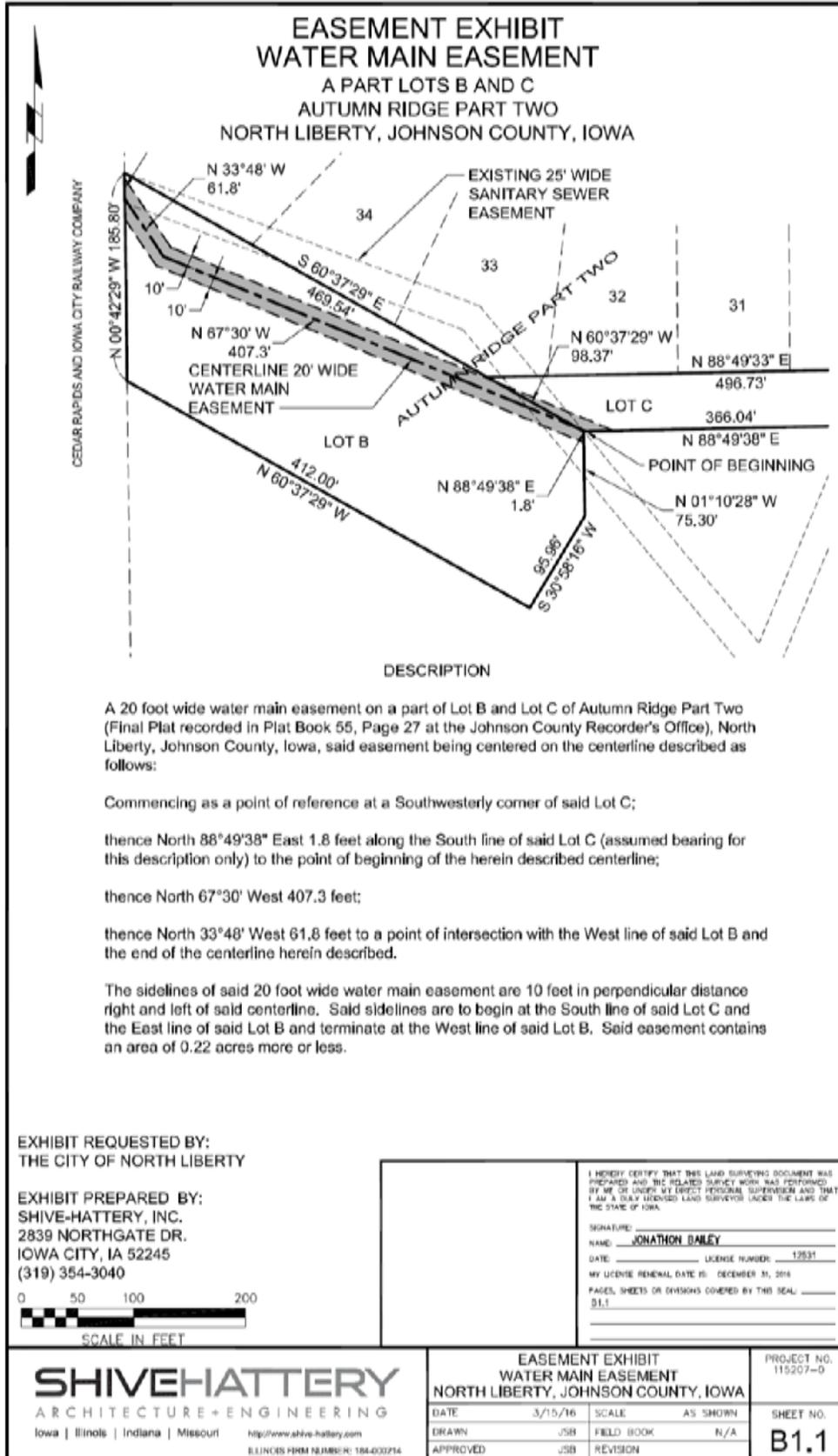
Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Nielsen and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2016, and that Amy Nielsen and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A



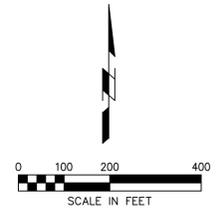


PROJECT INFORMATION:

DIVISION 1 WORK CONSISTS OF THE GENERAL CONSTRUCTION OF THE NEW NORTH LIBERTY WATER TREATMENT PLANT AND THE SITE CONSTRUCTION AT THE PLANT SITE AND WELL SITE. THIS WORK IS BY OTHERS.

DIVISION 2 WORK CONSISTS OF THE WATER MAIN DISTRIBUTION INSTALLATION. A 12" RAW WATER MAIN WILL ROUTE FROM THE WELL SITE TO THE BATER TREATMENT PLANT SITE. A 12" RAW WATER MAIN WILL ALSO ROUTE FROM THE NEW PLANT TO THE EXISTING WATER PLANT SITE. A 12" FINISHED MAIN WILL ROUTE ALONG FRONT STREET AND CONNECT INTO THE EXISTING MAIN.

DIVISION 3 WORK CONSISTS OF THE INSTALLATION OF THE JORDAN AND SILURIAN WELLS AT THE WELL SITE. THIS WORK IS BY OTHERS.



OVERALL MAP - RAW WATER MAIN AND FINISH		SHIVE-HATTERY		REVISION	
WATER SUPPLY		ARCHITECTURE + ENGINEERING		DATE	5/31/16
PHASE 1 WATER SYSTEM IMPROVEMENTS		2830 Northgate Dr. Iowa City, IA 52245		DESIGNED	MLM
CITY OF NORTH LIBERTY		319.354.3040 fax.319.354.6921 www.shive-hattery.com		DRAWN	LCH
NORTH LIBERTY, IOWA		Iowa Illinois Indiana Missouri		CHECKED	RPT
PROJECT NO.	3373-15A	FOX engineering		CHECKED	RPT
SHEET	C001			LAST UPDATE:	

Resolution No. 2016-75

A RESOLUTION APPROVING THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS AND PUBLIC EASEMENT AGREEMENTS FOR THE WATER INFRASTRUCTURE IMPROVEMENT PROJECT BETWEEN NUMEROUS PROPERTY OWNERS AND THE CITY OF NORTH LIBERTY, JOHNSON COUNTY IOWA

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

WHEREAS, the City Council desires to enter into Temporary Construction Easement Agreements and Permanent Easement Agreements for the Water Infrastructure Improvement Project, and

WHEREAS, the owners of the properties shown in the attachments have executed Temporary Construction Easement Agreements and Public Easement Agreements to permit the City to utilize property delineated in individual agreements for the purpose of improving Water Infrastructure Improvement Project, and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the temporary construction and public easements,

NOW, THEREFORE, BE IT RESOLVED that that the attached temporary construction and public easement agreements between the City of North Liberty and various property owners are approved for the Water Infrastructure Improvement Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 1st day of August, 2016.

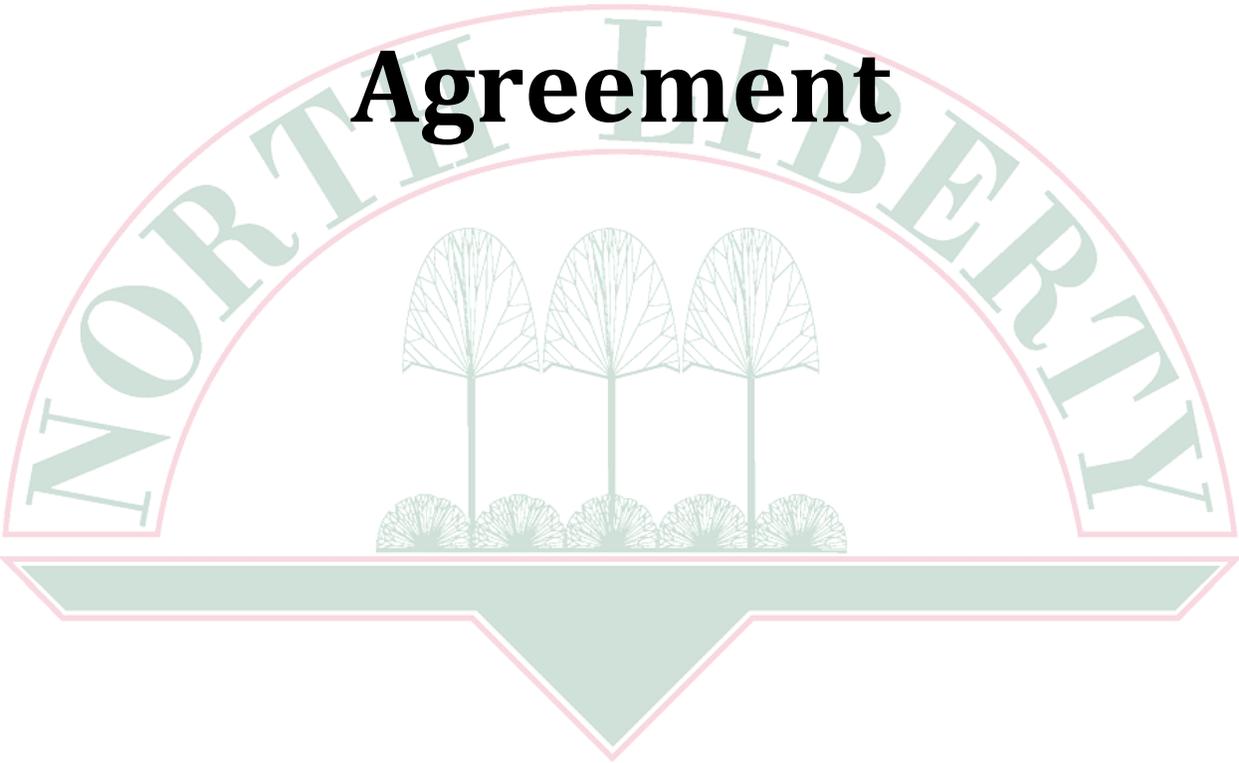
CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

SRF Water Revenue Loan and Disbursement Agreement



MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN AND
DISBURSEMENT AGREEMENT

421033-57 (N/I)

North Liberty, Iowa

August 1, 2016

The City Council of the City of North Liberty, Iowa, met on August 1, 2016, at 6:30 p.m., at the City Council Chambers, in the City. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

Resolution No. 2016-76

RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON A PROPOSAL TO ENTER INTO A WATER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$23,000,000

WHEREAS, the City of North Liberty (the “City”), in Johnson County, State of Iowa, did heretofore establish a Municipal Waterworks System (the “Utility”) in and for the City which has continuously supplied water and water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its Water Revenue Bonds, Series 2008D, dated September 15, 2008 (the “Series 2008 Bonds”), in the aggregate principal amount of \$2,350,000, a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its Water Revenue Refunding Bonds, Series 2012C, dated November 12, 2012 (the “Series 2012 Bonds”) in the aggregate principal amount of \$1,575,000, a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its Water Revenue Refunding Bonds, Series 2014B, dated April 23, 2014 (the “Series 2014 Bonds”), in the aggregate principal amount of \$1,210,000, a portion of which remain outstanding; and

WHEREAS, pursuant to, and subject to the conditions of, the resolutions (the “Outstanding Bond Resolutions”) authorizing the issuance of the Series 2008 Bonds, the Series 2012 Bonds and the Series 2014 Bonds (hereinafter collectively referred to as the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds; and

WHEREAS, the City now proposes to enter into a Water Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$23,000,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on August 9, 2016, at the City Council Chambers, in the City, at 6:30 p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once and not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$23,000,000

(WATER REVENUE)

The City Council of the City of North Liberty, Iowa, will meet on August 9, 2016, at the City Council Chambers, in the City, at 6:30p.m., for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the “Agreement”) and to borrow money in a principal amount not to exceed \$23,000,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Waterworks System of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City’s Water Revenue Bonds, Series 2008D, dated September 15, 2008; Water Revenue Refunding Bonds, Series 2012C, dated November 12, 2012; Water Revenue Refunding Bonds, Series 2014B, dated April 23, 2014; and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Waterworks System of the City.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the 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.

Tracy Mulcahey
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$23,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 1st day of August, 2016.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

••••

On motion and vote, the meeting adjourned.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Water Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this _____ day of _____, 2016.

TRACEY MULCAHEY, CITY CLERK

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF NORTH LIBERTY

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

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

- Amy Nielsen, Mayor
- Ryan Heiar, City Administrator
- Tracey Mulcahey, City Clerk
- Debra Hilton, City Treasurer
- Terry Donahue, Council Member/Mayor Pro Tem
- Chris Hoffman, Council Member
- Annie Pollock, Council Member
- Jim Sayre, Council Member
- Brian Wayson, Council Member

I further certify that the City established the Municipal Waterworks System (the "Utility") prior to January 1, 1961 and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying water and water service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this ____ day of _____, 2016.

TRACEY MULCAHEY, CITY CLERK

FINANCIAL CERTIFICATE:

STATE OF IOWA
 COUNTY OF JOHNSON SS:
 CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the City of North Liberty, Iowa (the “City”), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Utility, except as follows:

<u>Date</u>	<u>Type</u>	Principal Amount <u>Outstanding</u>	<u>Maturity</u>
09-15-2008	Water Revenue	1,335,000	06-01-2023
11-12-2012	Water Revenue Refunding	920,000	06-01-2021
04-23-2014	Water Revenue Refunding	1,035,000	06-01-2026

(Attach here a separate sheet listing any outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue.)

I further certify that the annual earnings and annual operating expenses in connection with the operation of the Utility for each of the years indicated have been as follows:

Fiscal Year Ending	Gross Revenues	Operation and Maintenance Expenses (do not include Bond Debt Service and Capital Expense Items)	Net Revenues from Operation Before Payment of Capital Expenditures and Bond Debt Service
2015	\$2,951,482.09	\$1,516,473.82	\$1,435,008.26
2016	\$3,342,640.11	\$1,806,836.73	\$1,535,803.38

I do further certify that the rates which were in effect for services furnished to customers by the Utility during the aforementioned fiscal years were as follows:

(Attach here a copy of each of the rate schedules in effect during such fiscal years).

I further certify that the budgeted annual earnings and annual operating expenses in connection with the operation of the Utility for the Fiscal Year ending June 30, 2017 are as follows:

Fiscal Year Ending	Gross Revenues	Operation and Maintenance Expenses (do not include Bond Debt Service and Capital Expense Items)	Net Revenues from Operation Before Payment of Capital Expenditures and Bond Debt Service
2017	\$3,277,060	\$1,706,525	\$1,570,535

I do further certify that attached hereto is a true, correct and complete copy of the present rate ordinance for the Utility.

(Attach here a copy of the current rate ordinance).

WITNESS MY HAND this _____ day of _____, 2016.

TRACEY MULCAHEY, CITY CLERK

PUBLICATION CERTIFICATE:

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF JOHNSON
CITY OF NORTH LIBERTY

SS:

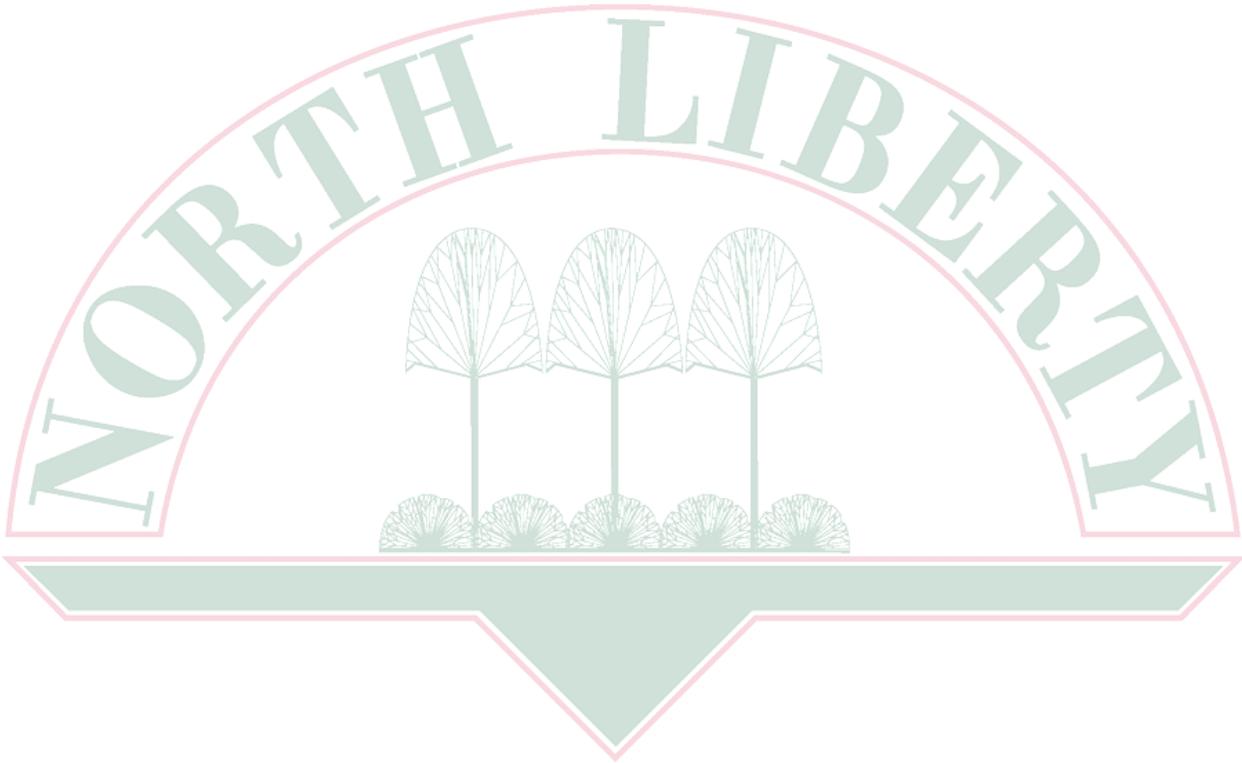
I, the undersigned, City Clerk of the aforementioned City, do hereby certify that pursuant to the resolution of its Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2016.

TRACEY MULCAHEY

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

Additional Information



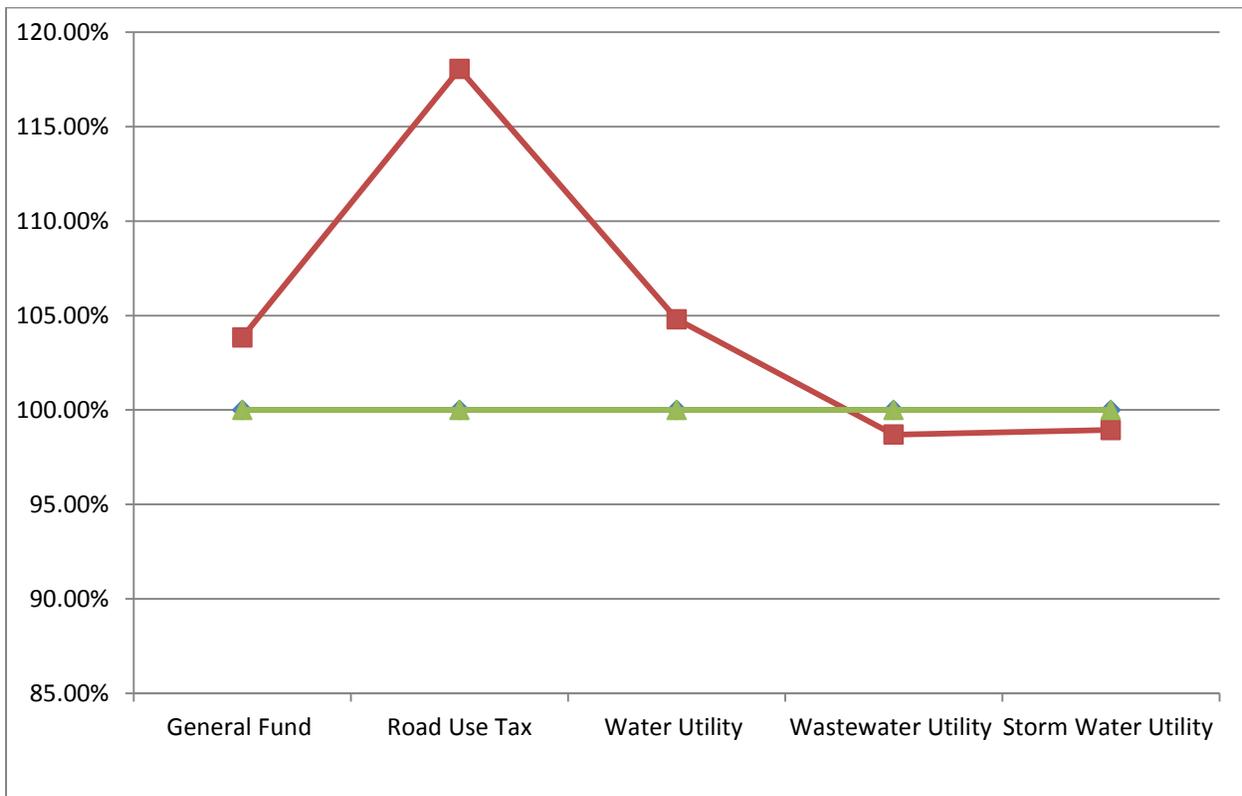


Monthly Report Summarization

June 30, 2016

This report provides a summarization of the budget status after the end of the 2015-2016 fiscal year. At the end of June, the City is 100% through the budget year. The red line indicates the percentage where the budget area is and green/blue line is the percentage of the budget year. Any particular area falling approximately 10% below or above the percentage of the budget year will be explained below.

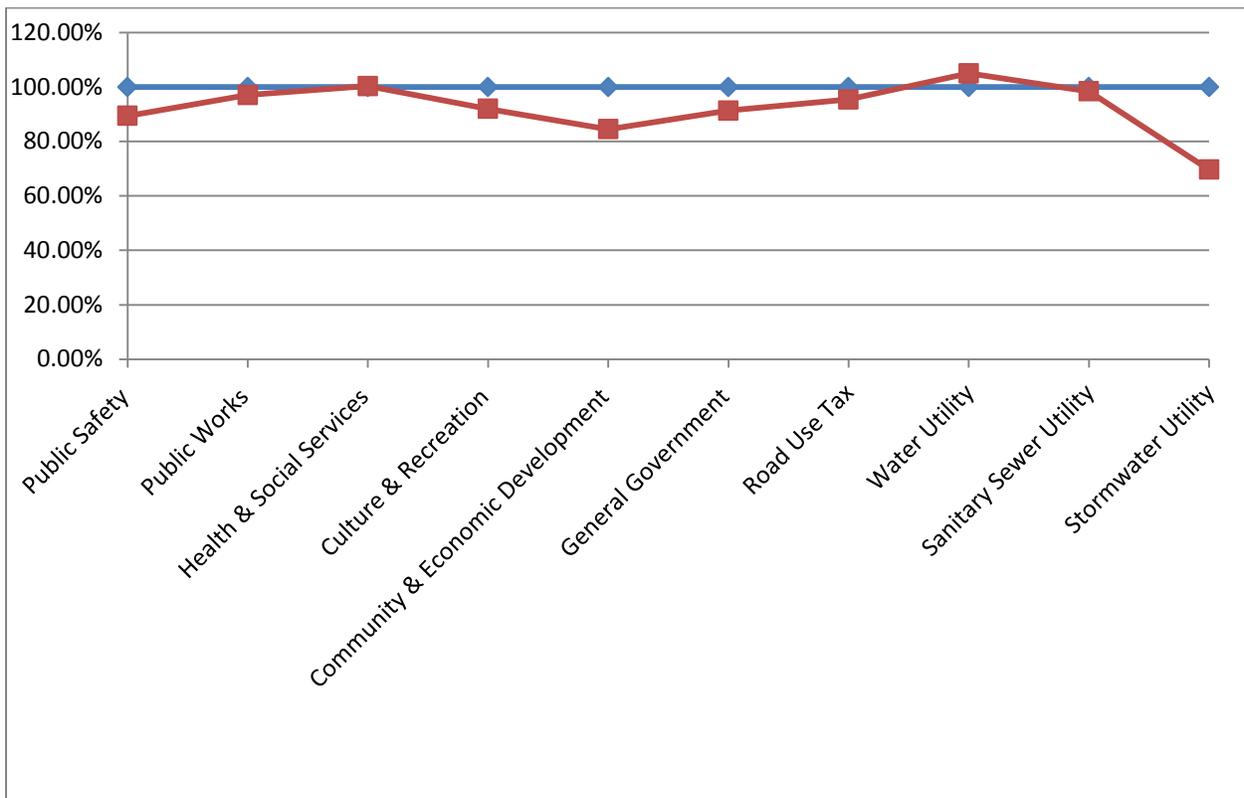
Revenues: The following chart demonstrates the condition of the City's budgeted revenues as of June 30, 2016:



- This chart represents the historical view at the end of the fiscal. The City received the first half of the property tax revenue in October and the second half in April.
- Road Use Tax revenues are above projected revenues due to the increase in the fuel tax receipts and conservative budgeting on the City's behalf.

Overall revenues for the year to date are \$57,443,116.88, 89.43% of the budgeted amount. This amount is less than the budgeted mark. Budgeted revenues include bond sales that will not happen this fiscal year with projects being cash flowed with City reserves instead.

Expenditures: The following chart demonstrates the condition of the City's budgeted expenditures as of June 30, 2016:



- Public Safety expenses are lower due to not all expected expenditures being necessary.
- Culture and Recreation expenses are lower than expected due to transfers at the end of the fiscal year.
- Community and Economic Development expenses are lower than projected due to not all of the expected expenditures being required.
- Stormwater Utility expenses are below where expected due to not all projected expenditures being necessary.
-

Year to date total expenditures are \$53,995,348.90 or 82.07% of the projected budget amounts. This amount is less than the 100% of the fiscal year completed due to capital projects being budgeted for, but not necessarily progressing as quickly as expected.

Following is the Treasurer's Report for June. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$3,843,467. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those obligations clear for future expenditures.

CITY OF NORTH LIBERTY

TREASURER'S REPORT

June 30, 2016

FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	06/01/2016			06/30/2016
GENERAL	5,044,310.38	2,818,506.87	-1,468,289.68	6,394,527.57
SPECIAL REVENUE	7,903,043.00	193,322.86	-5,460,544.91	2,635,820.95
DEBT SERVICE	940,382.88	3,292,833.82	-3,974,985.13	258,231.57
CAPITAL PROJECTS	240,141.63	5,190.48	-1,289,050.51	-1,043,718.40
WATER ENTERPRISE	4,486,208.43	735,138.26	-1,170,945.03	4,050,401.66
WASTEWATER ENTERPRISE	1,768,045.77	2,095,276.75	-3,022,512.06	840,810.46
STORM WATER ENTERPRISE	290,787.94	16,002.61	-184,718.55	122,072.00
TOTAL	20,672,920.03	9,156,271.65	16,571,045.87	13,258,145.81

If you have questions regarding this document or would like additional information, please contact Tracey Mulcahey.



North Liberty Fire Department 2016 Monthly/YTD Hour & Response Report

2016 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	80	75	80	80	57	65							437	81.08%
Madison Township	3	6	9	6	6	7							37	6.86%
Penn Township	13	5	10	10	6	9							53	9.83%
Mutual Aid	2	1	2	1	3	3							12	2.23%
Total Responses	98	87	101	97	72	84	0	0	0	0	0	0	539	

2016 North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	1	3	2	4	1	1							12	2.23%
200 - Over Pressure, Overheat	0	1	1	0	0	0							2	0.37%
300 - EMS	54	53	55	55	39	47							303	56.22%
400 - Hazardous Condition	2	0	0	3	2	2							9	1.67%
500 - Service Call	7	5	7	5	5	4							33	6.12%
600 - Good Intent Call	12	11	16	20	14	16							89	16.51%
700 - False Alarm & False Call	21	14	20	10	11	14							90	16.70%
800 - Severe Weather	0	0	0	0	0	0							0	0.00%
900 - Special Incident Type	1	0	0	0	0	0							1	0.19%
Total Responses	98	87	101	97	72	84	0	0	0	0	0	0	539	

2016 North Liberty Fire Department Responses Incident Type Report														Year to Date	Percent to Date	Series %
	Jan	Feb	Mar	April	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
111	Building Fire	0	1	1	0	0	0						2	0.37%	2.23%	
112	Fires in Structures other than in a Building	0	0	0	0	0	0						0	0.00%		
113	Cooking Fire, Confined to Container	0	2	0	1	0	0						3	0.56%		
114	Chimney or Flue Fire	0	0	0	0	0	0						0	0.00%		
118	Trash or Rubbish Fire	0	0	0	0	0	0						0	0.00%		
121	Fire in Mobile home use as fixed structure	0	0	0	0	0	0						0	0.00%		
131	Passenger Vehicle Fire	1	0	1	0	0	1						3	0.56%		
132	Road freight or transport vehicle fire	0	0	0	0	0	0						0	0.00%		
138	Off-Road Vehicle of Heavy Equipment Fire	0	0	0	0	0	0						0	0.00%		
1381	Lawn Mower Fire	0	0	0	0	0	0						0	0.00%		
141	Forest, Woods or Wildland Fire	0	0	0	0	0	0						0	0.00%		
142	Brush or Brush/Grass Fire	0	0	0	2	0	0						2	0.37%		
143	Grass Fire	0	0	0	1	0	0						1	0.19%		
151	Outside Rubbish Fire	0	0	0	0	0	0						0	0.00%		
1621	Utility Pole Fire	0	0	0	0	1	0						1	0.19%		
171	Cultivated Grain or Crop Fire	0	0	0	0	0	0						0	0.00%		
251	Excessive Heat/Scorch Burns - No Fire	0	1	1	0	0	0						2	0.37%		0.37%
311	Medical Response - Assist JCAS	22	26	19	27	24	21						139	25.84%	56.22%	
321	Medical Response - Provide Pt. Care	27	25	31	24	11	23						141	26.21%		
322	Motor Vehicle Accident - With Injuries	1	1	2	2	1	2						9	1.67%		
323	Motor Vehicle/Pedestrian Accident	0	0	1	0	0	0						1	0.19%		
324	Motor Vehicle Accident - No Injuries	2	1	0	1	2	1						7	1.30%		
342	Search for person in water	2	0	0	0	0	0						2	0.37%		
350	Extrication, rescue, Other	0	0	0	0	0	0						0	0.00%		
365	Watercraft Rescue	0	0	2	1	1	0						4	0.74%		
411	Flammable Liquid Spill	2	0	0	0	0	0						2	0.37%		
412	Gas Leak (Natural Gas or LPG)	0	0	0	1	0	1						2	0.37%		
413	Oil or other Combustible Liquid Spill	0	0	0	1	0	0						1	0.19%		
424	Carbon Monoxide Incident	0	0	0	0	1	0						1	0.19%		
441	Heat from Short Circuit (Wiring)	0	0	0	0	0	0						0	0.00%		
442	Overheated Motor	0	0	0	0	0	1						1	0.19%		
443	Breakdown of Ballast	0	0	0	0	0	0						0	0.00%		
444	Power line Down	0	0	0	0	0	0						0	0.00%		
445	Arcing, Shorted Electrical Equipment	0	0	0	0	0	0						0	0.00%		
463	Accident Clean-up	0	0	0	1	1	0						2	0.37%		
5501	Install Smoke Alarm/Detector	0	0	0	0	0	0						0	0.00%		
5502	Replace Smoke Alarm/Detector Batteries	0	1	0	0	2	0						3	0.56%		
5503	Check Smoke Alarm/Detector	1	0	0	0	0	0						1	0.19%		
522	Water or Steam Leak	0	0	0	0	0	0						0	0.00%		
531	Smoke or Odor Removal	0	0	0	0	1	1						2	0.37%		
541	Animal Problem	0	0	0	0	0	0						0	0.00%		
550	Public Service Assistance - Other	0	0	0	0	2	0						2	0.37%		
551	Assist Police or Other Gov. Agency	2	0	0	0	0	0						2	0.37%		
553	Public Service	0	0	0	0	0	1						1	0.19%		
554	Assist Invalid	3	3	5	3	0	0						14	2.60%		
561	Unauthorized Burning	1	1	2	2	0	2						8	1.49%		
571	Cover Assignment, Standby	0	0	0	0	0	0						0	0.00%		
611	Cancelled Enroute	10	9	11	15	13	16						74	13.75%		
622	No Incident Found upon Arrival	1	2	0	2	0	0						5	0.93%		
631	Authorized Controlled Burning	0	0	1	1	0	0						2	0.37%		
651	Smoke Scare, Odor Smoke	0	0	2	2	0	0						4	0.74%		
652	Steam, Fog, Vapor Thought to be Smoke	0	0	0	0	0	0						0	0.00%		
671	Hazmat Release with No Hazmat	1	0	2	0	1	0						4	0.74%		
700	False Alarm or False Call - Other	0	0	0	0	0	0						0	0.00%		
7101	Fire Alarm Pull Station by Child	0	1	0	0	0	0						1	0.19%		
731	Sprinkler Activation - Malfunction	3	0	0	0	0	0						3	0.56%		
733	Smoke Detector Activation - Malfunction	3	0	3	1	1	3						11	2.04%		
735	Alarm Activation - Malfunction	2	0	0	0	0	1						3	0.56%		
736	Carbon Monoxide Detector - Malfunction	0	0	0	0	0	0						0	0.00%		
7401	Unintentional Transmission of Medical Alarm	0	0	0	0	1	0						1	0.19%		
7402	Unintentional Transmission of Fire Alarm	0	0	0	1	0	1						2	0.37%		
7403	Unintentional Transmission of Elevator Area Alarm	0	0	0	0	0	0						0	0.00%		
7404	Unintentional Transmission of Security System	0	0	0	0	0	0						0	0.00%		
741	Sprinkler Activation - Unintentional	0	0	0	0	0	0						0	0.00%		
743	Smoke Detector Activation - Unintentional	10	10	16	4	8	6						54	10.04%		
744	Detector Activation - Unintentional	1	1	1	0	0	0						3	0.56%		
745	Alarm Activation - Unintentional	1	0	0	2	0	3						6	1.12%		
746	Carbon Monoxide Detector - No CO	1	2	0	2	1	0						6	1.12%		
9003	Special Event Standby	1	0	0	0	0	0						1	0.19%		
Total Responses		98	87	101	97	72	84	0	0	0	0	0	538			

* Partial percentages are rounded up

Monthly Incident Comparison (2006-2016)													Total
	January	February	March	April	May	June	July	August	September	October	November	December	
2016	98	87	101	97	72	84							539
2015	84	77	85	74	85	91	87	93	100	78	91	76	1021
2014	81	61	72	90	79	93	86	100	84	84	82	71	983
2013	73	66	80	71	95	75	84	84	77	83	80	92	960
2012	58	59	66	76	70	81	111	87	62	69	71	75	885
2011	64	57	45	52	52	70	71	63	52	62	54	70	712
2010	72	53	63	45	67	67	55	52	59	53	63	49	698
2009	79	48	60	53	74	71	65	71	46	45	50	61	723
2008	50	68	50	52	53	53	65	60	48	64	50	84	697
2007	47	84	68	59	54	63	66	65	54	41	57	87	745
2006	41	33	35	46	59	59	58	40	40	62	56	56	585

YTD Monthly Incident Comparison (2006-2016)													Total
	January	Jan-Feb	Jan-Mar	Jan-Apr	Jan-May	Jan-Jun	Jan-July	Jan-Aug	Jan-Sep	Jan-Oct	Jan-Nov	Jan-Dec	
2016	98	185	286	383	455	539							539
2015	84	161	246	320	405	496	583	677	776	854	945	1021	1021
2014	81	142	214	304	383	476	562	662	746	830	912	983	983
2013	73	139	219	290	385	460	544	628	705	788	868	960	960
2012	58	117	183	259	329	410	521	608	670	739	810	885	885
2011	64	121	166	218	270	340	411	474	526	588	642	712	712
2010	72	125	188	233	300	367	422	474	533	586	649	698	698
2009	79	127	187	240	314	385	450	521	567	612	662	723	723
2008	50	118	168	220	273	326	391	451	499	563	613	697	697
2007	47	131	199	258	312	375	441	506	560	601	658	745	745
2006	41	74	109	155	214	273	331	371	411	473	529	585	585

2016 North Liberty Fire Department Average Turnout per Incident - Time of Day

	January	February	March	April	May	June	July	August	September	October	November	December	YTD Hourly Average
12:00 AM	8	6	6	8	5	6							7
1:00 AM	5	6	3	8	3	No Incidents							6
2:00 AM	3	4	4	3	4	3							3
3:00 AM	No Incidents	4	4	6	4	5							5
4:00 AM	7	No Incidents	4	5	No Incidents	5							5
5:00 AM	5	3	3	3	5	6							5
6:00 AM	6	3	No Incidents	4	3	4							4
7:00 AM	6	4	6	5	6	5							5
8:00 AM	6	4	7	9	8	7							8
9:00 AM	10	7	10	8	7	5							7
10:00 AM	9	9	8	10	7	8							8
11:00 AM	9	8	7	6	4	9							7
12:00 PM	6	5	12	12	7	7							9
1:00 PM	7	5	4	7	6	7							7
2:00 PM	11	8	7	8	10	8							8
3:00 PM	11	8	6	8	7	9							8
4:00 PM	10	8	10	7	9	8							8
5:00 PM	10	8	9	8	7	8							8
6:00 PM	12	12	13	8	9	9							9
7:00 PM	11	9	15	15	9	8							11
8:00 PM	10	8	11	11	9	10							10
9:00 PM	8	11	11	11	No Incidents	7							9
10:00 PM	8	10	12	9	9	8							9
11:00 PM	No Incidents	7	10	6	11	6							7
Monthly Average	9	7	8	8	7	7							8

* Partial percentages are rounded up



2016 North Liberty Fire Department Member Responses By Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year To Date	Percent To Date
Responses for Month	98	87	101	97	72	84							539	
Barney, Mallory	39	18	16	23	17	25							138	25.60%
Brumm, Ryan	11	13	9	17	8	9							67	12.43%
Burleson, Lynn	22	15	8	24	17	16							102	18.92%
Chiles, Branden	14	11	20	13	19	13							90	16.70%
Cirillo, Dave	12	0	2	4	10	6							34	6.31%
Coyle, Jim*	1	0	0	0	0	0							1	0.19%
Dickerson, Matt	18	5	6	8	1	2							40	7.42%
Dolezal, Dan	19	13	22	18	11	12							95	17.63%
DuBay, Rob	23	17	29	25	20	26							140	25.97%
English, Joseph	7	5	8	17	9	21							67	12.43%
Hardin, Bryan	14	7	15	11	9	10							66	12.24%
Harms, Dylan	11	3	4	12	7	14							51	9.46%
Hubler, David	31	23	11	6	34	64							169	31.35%
Jaeger, Jeff	34	12	27	31	14	17							135	25.05%
Johnston, Mike	16	12	17	9	10	6							70	12.99%
Kaduce, Michael	2	9	11	17	11	12							62	11.50%
Keitel, Brad	41	41	36	35	22	28							203	37.66%
Kochanny, Chris	35	16	24	31	23	13							142	26.35%
Kramer, Adam	13	4	9	10	11	6							53	9.83%
Linssen, Christopher	5	5	9	7	4	1							31	5.75%
Loren, Christine	24	15	32	16	17	15							119	22.08%
Lundquist, Jonathan	2	6	12	15	15	18							68	12.62%
McCambridge, Scott	24	9	24	12	11	9							89	16.51%
McDonald, James	29	29	28	35	20	27							168	31.17%
Messinger, Matt	17	15	15	13	6	12							78	14.47%
Miller, Jordan	25	23	35	30	9	17							139	25.79%
Newkirk, Richard	25	17	21	22	12	4							101	18.74%
Reasner, Richard	24	15	21	19	18	24							121	22.45%
Rigdon, Zach	11	14	16	15	1	8							65	12.06%
Rocca, Ben	23	19	38	36	10	19							145	26.90%
Ropp, Brian	29	14	20	24	11	22							120	22.26%
Schmooke, Bill	10	3	14	12	10	8							57	10.58%
Taylor, Ryan	29	13	17	22	12	14							107	19.85%
Vandewater, Eric	6	6	12	9	4	8							45	8.35%
Vandewater, Tyler	14	3	28	38	15	31							129	23.93%
Voparil, Craig	31	14	28	13	10	16							112	20.78%
White, Geoffery	25	20	25	0	8	9							87	16.14%
Wichmann, Megan	4	12	15	11	9	10							61	11.32%

* Fire Dept. Chaplain

2016 - Top 5 Calls Made by Month						
	Jan	Feb	Mar	Apr	May	Jun
1	Ogden 49	Ogden 52	Ogden 55	Vandewater T 38	Hubler 34	Hubler 64
2	Keitel 41	Keitel 41	Rocca 38	Mashek 36 Rocca	Ogden 26	Vandewater T 31
3	Mallory 39	Mashek 29 McDonald	Keitel 36	Keitel 35 McDonald	Kochanny 23	Keitel 28
4	Kochanny 35 Mashek	Hubler 23 Miller	Miller 35	Jaeger 31 Kochanny	Keitel 22	McDonald 27
5	Jaeger 34	White 20	Mashek 34	Miller 30 Ogden	DuBay 20 McDonald	DuBay 26
2016 - Top 5 Calls Made by Month						
	July	Aug	Sep	Oct	Nov	Dec
1						
2						
3						
4						
5						

2016 - Top 5 Calls Made by Year-To-Date		
1	Ogden	220 40.82%
2	Keitel	203 37.66%
3	Hubler	169 31.35%
4	McDonald	168 31.17%
5	Mashek	152 28.20%



2016 Member Length of Service

	Last Name	First Name	Date of	Length of Service		
			Hire	Years	Months	Days
1	Hubler	Dave	11/06/91	24	8	2
2	Vandewater	Eric	05/03/00	16	2	5
3	Burleson	Lynn	03/05/03	13	4	3
4	Hardin	Bryan	08/01/03	12	11	7
5	Cirillo	Dave	01/29/06	10	5	9
6	Schmooke	Bill	04/01/06	10	3	7
7	Brumm	Ryan	09/01/07	8	10	7
8	Dolezal	Dan	09/01/07	8	10	7
9	Dubay	Rob	09/01/07	8	10	7
10	Kramer	Adam	09/01/07	8	10	7
11	Voparil	Craig	06/01/08	8	1	7
12	Coyle	Jim	05/01/09	7	2	7
13	Jaeger	Jeff	08/30/09	6	10	8
14	Johnston	Mike	08/30/09	6	10	8
15	Kochanny	Chris	08/01/10	5	11	7
16	Newkirk	Richard	08/01/10	5	11	7
17	Rigdon	Zach	08/01/10	5	11	7
18	Wichmann	Megan	06/27/11	5	0	11
19	White	Geoffery	02/04/13	3	5	4
20	Dickerson	Matt	04/10/13	3	2	28
21	McCambridge	Scott	04/10/13	3	2	28
22	Messinger	Matt	04/10/13	3	2	28
23	English	Joseph	12/07/13	2	7	1
24	Linssen	Christopher	12/07/13	2	7	1
25	Miller	Jordan	12/07/13	2	7	1
26	Reasner	Richard	12/07/13	2	7	1
27	Rocca	Ben	04/17/14	2	2	21
28	Lundquist	Jonathan	10/12/14	1	8	26
29	Keitel	Brad	01/17/15	1	5	21
30	McDonald	James	01/17/15	1	5	21
31	Taylor	Ryan	01/17/15	1	5	21
32	Barney	Mallory	11/01/15	0	8	7
33	Chiles	Branden	11/01/15	0	8	7
34	Harms	Dylan	11/01/15	0	8	7
35	Loren	Christine	11/01/15	0	8	7
36	Ropp	Brian	11/01/15	0	8	7
37	Vandewater	Tyler	11/01/15	0	8	7
38	Kaduce	Michael	01/24/16	0	5	14

Average Length of Service

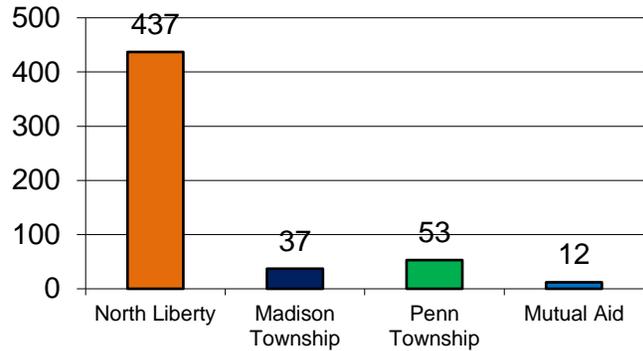
Years	Months	Days
5	6	25

2016 North Liberty Fire Department Average Response Time By District (Dispatch Time to First Apparatus Arrival Time, Code 2 & 3 Responses) (Excludes Mutual Aid and Cancelled Enroute Responses)													2011	2012	2013	2014	2015
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Average				
North Liberty	8:41	9:19	8:35	8:56	10:15	8:50							9:31	9:45	9:52	10:14	9:44
Madison Township	11:04	9:45	13:47	13:46	12:21	14:57							13:12	14:38	13:22	13:21	12:35
Penn Township	13:19	13:32	13:57	11:07	14:06	15:27							11:55	13:08	12:40	12:32	12:24

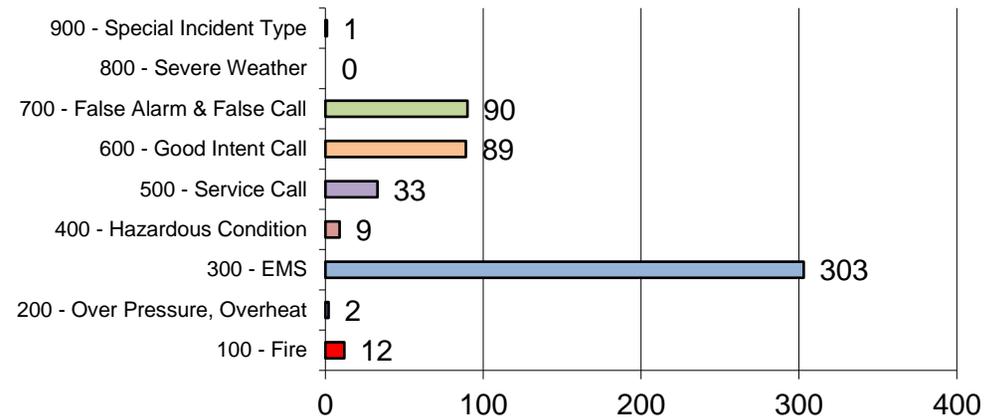
2016 North Liberty Fire Department Received Aid Johnson County MABAS													Year To Date
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Coralville	0	1	0	0	0	0							1
Hills	0	0	0	0	0	0							0
Iowa City	0	0	0	0	0	0							0
Lone Tree	0	0	0	0	0	0							0
Oxford	0	0	0	0	0	0							0
Riverside	0	0	0	0	0	0							0
Solon	0	0	0	1	2	0							3
Swisher	0	0	0	2	4	2							8
Tiffin	0	0	0	0	0	1							1
W. Branch	0	0	0	0	0	0							0
Other	0	0	0	0	0	0							0
Total	0	1	0	3	6	3	0	0	0	0	0	0	13

2016 North Liberty Fire Department Provided Aid Johnson County MABAS													Year To Date
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Coralville	0	0	0	0	0	0							0
Hills	0	0	0	0	0	0							0
Iowa City	0	0	0	0	0	0							0
Lone Tree	0	0	0	0	0	0							0
Oxford	0	0	0	0	0	0							0
Riverside	0	0	0	0	0	0							0
Solon	2	0	1	0	0	0							3
Swisher	0	1	1	1	3	3							9
Tiffin	0	0	0	0	0	0							0
W. Branch	0	0	0	0	0	0							0
Other	0	0	0	0	0	0							0
Total	2	1	2	1	3	3	0	0	0	0	0	0	12

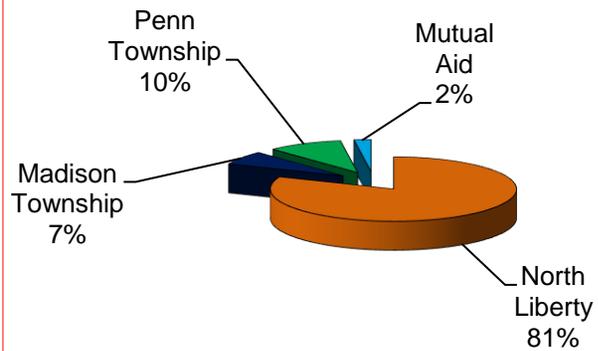
2016 District Responses YTD (Number)



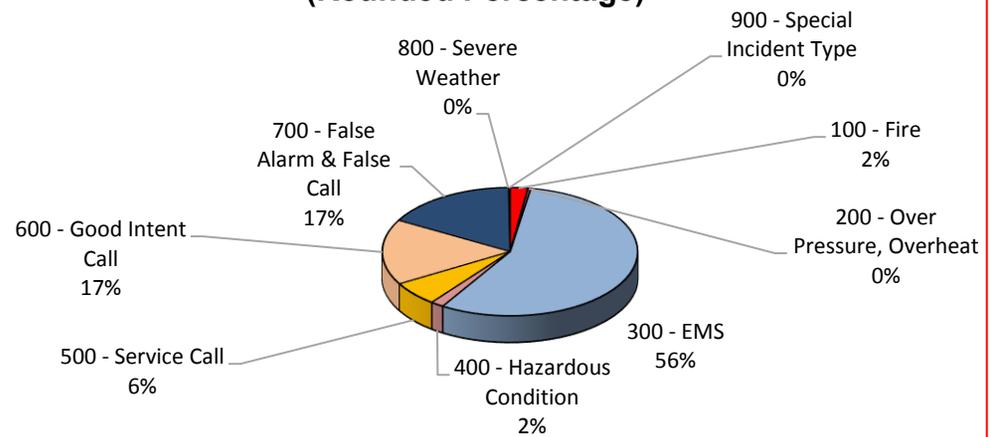
2016 Type of Incidents YTD (Number)



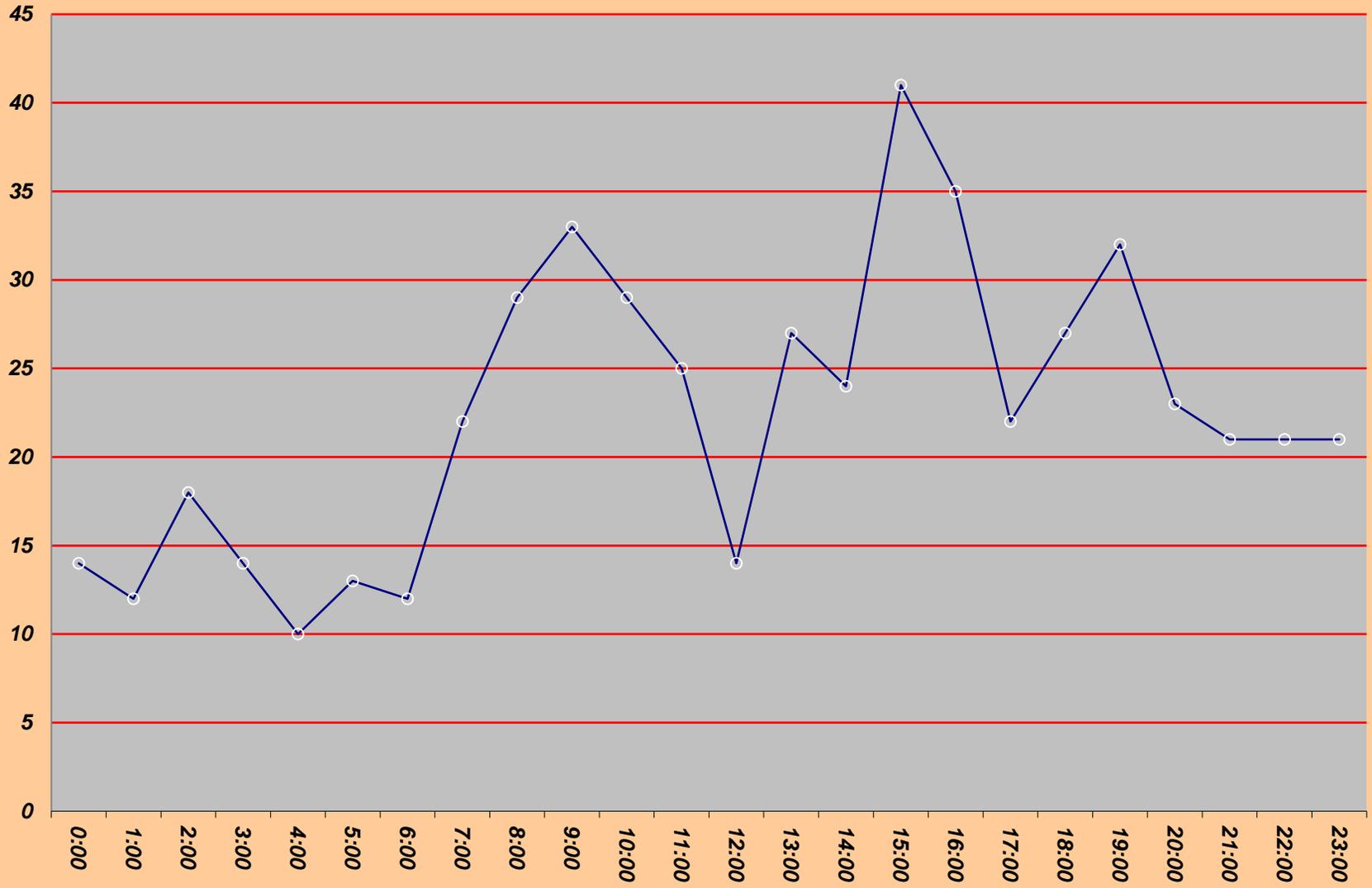
2016 District Responses YTD (Rounded Percentage)



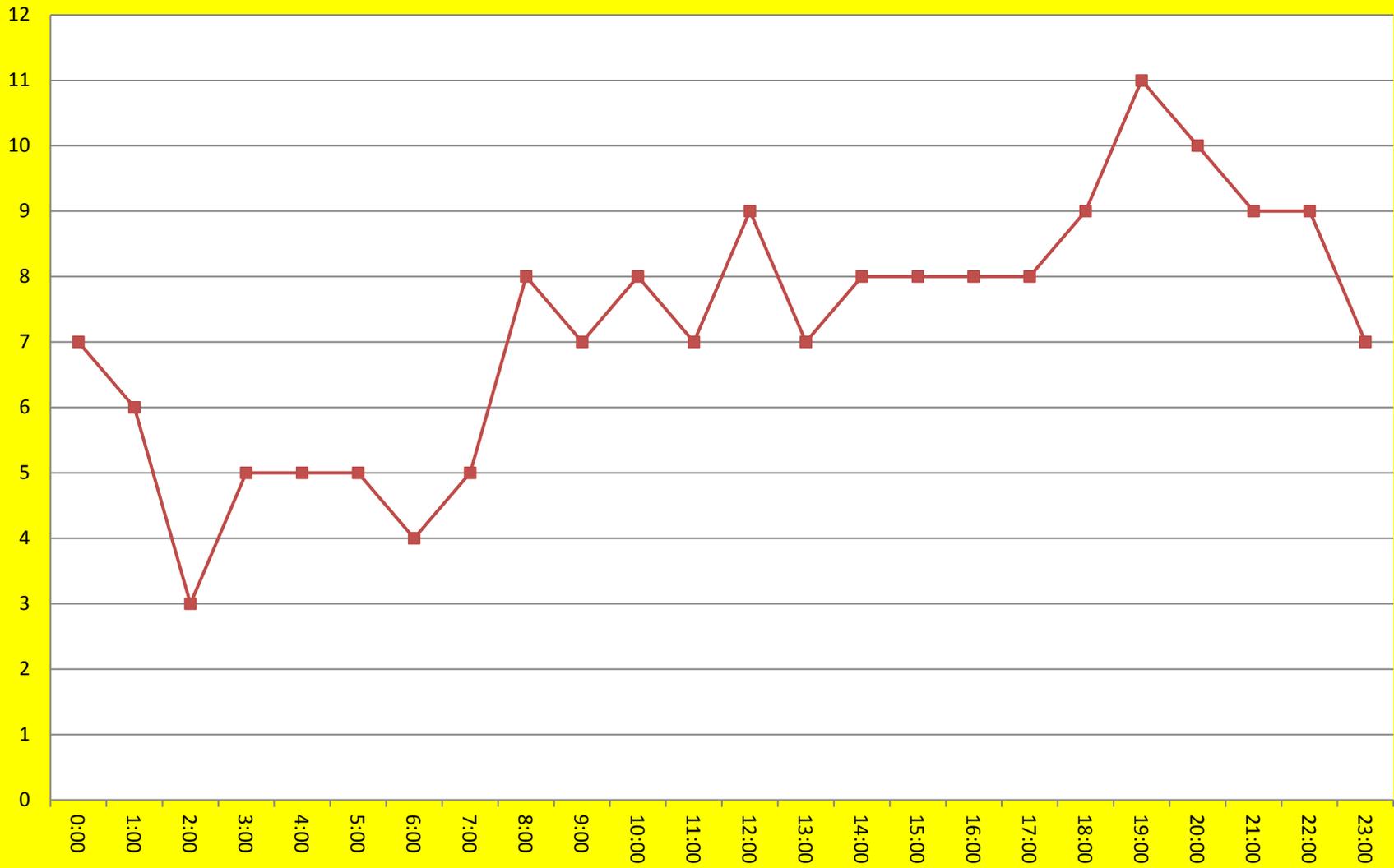
2016 Type of Incidents YTD (Rounded Percentage)



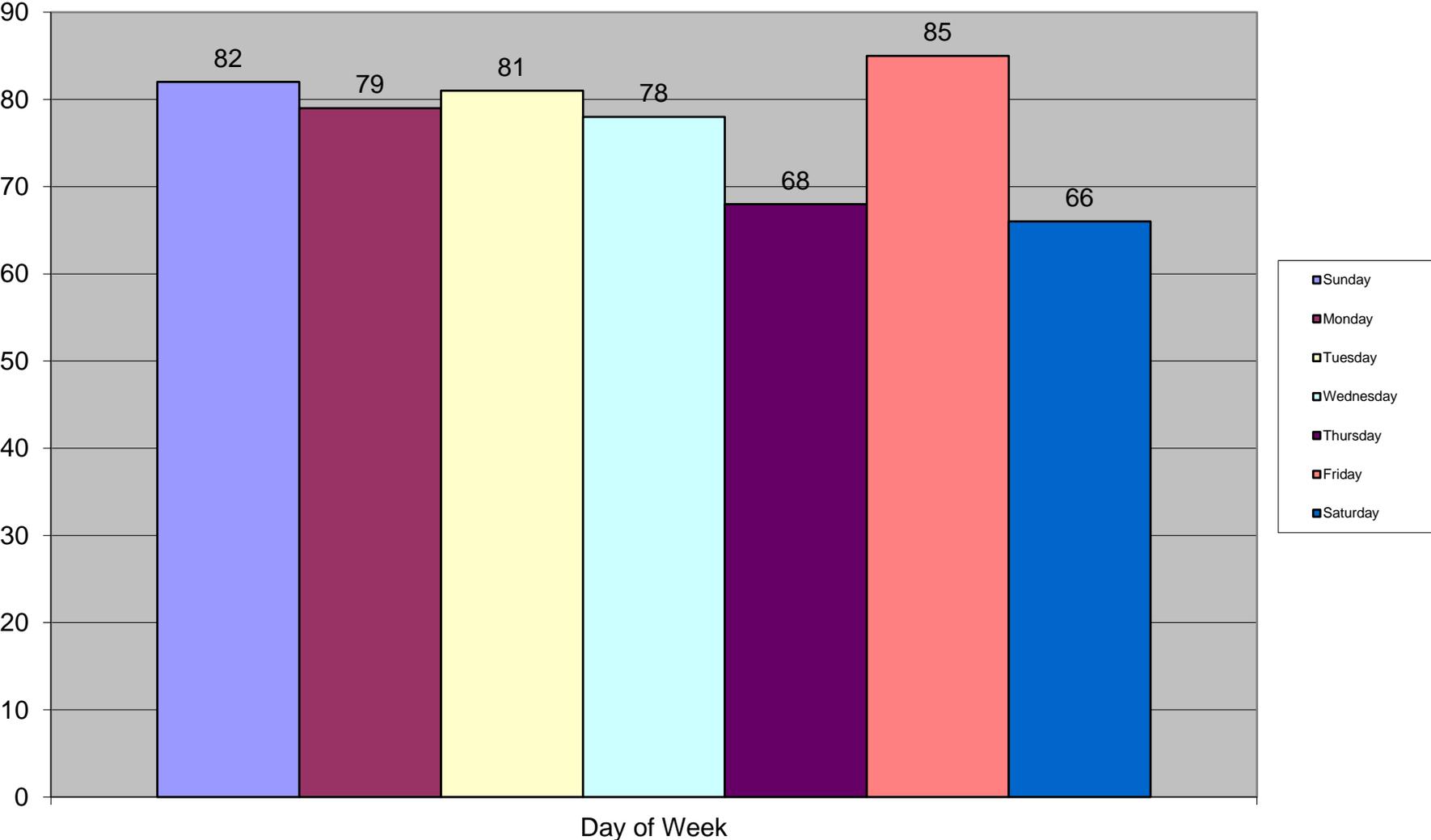
2016 Calls Per Hour - Year To Date



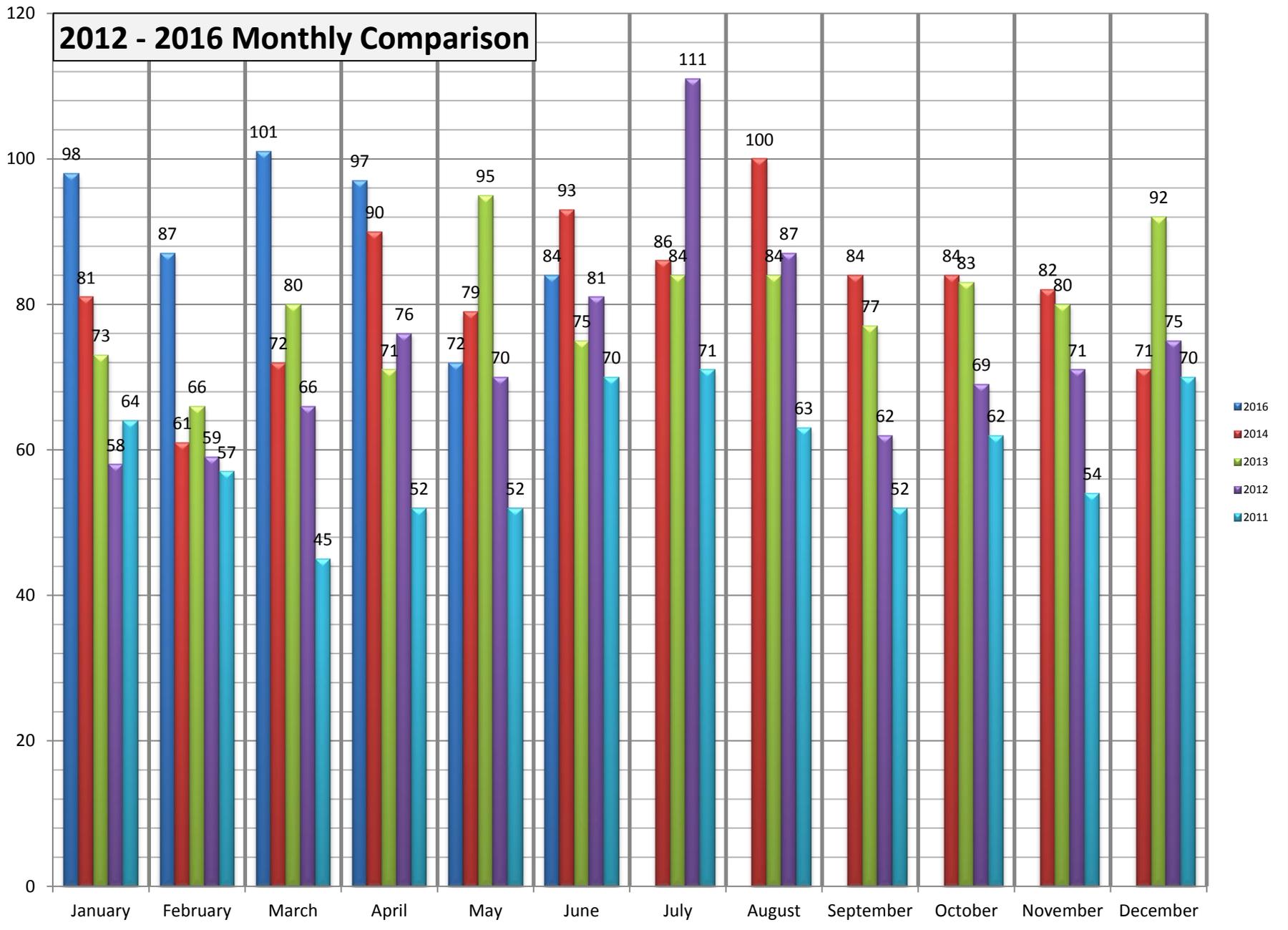
2016 YTD Average Turnout per Incident - Time of Day



2016 Responses by Day of Week



2012 - 2016 Monthly Comparison



North Liberty Top Ten # of Incidents / Month

	<u>Month/Year</u>	<u># of Incidents</u>
1)	07/2012	111
2)	03/2016	101
3)	09/2015	100
	08/2014	
4)	01/2016	98
5)	04/2016	97
6)	05/2013	95
7)	08/2015	93
	06/2014	
8)	12/2013	92
9)	06/2015	91
	11/2015	
10)	04/2014	90

2012 - 2016 Total Incidents Per Month													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
2012	58	59	66	76	70	81	111	87	62	69	71	75	885
2013	73	66	80	71	95	75	84	84	77	83	80	92	960
2014	81	61	72	90	79	93	86	100	84	84	82	71	983
2015	84	77	85	74	85	91	87	93	100	78	91	76	1021
2016	98	87	101	97	72	84	0	0	0	0	0	0	539
2012 - 2016 City of North Liberty Responses													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
2012	44	47	54	64	52	58	80	71	53	56	58	64	701
2013	56	54	69	57	82	61	61	65	67	74	58	69	773
2014	74	49	63	64	52	65	64	78	70	69	71	61	780
2015	69	61	66	53	62	72	64	77	79	65	73	62	803
2016	80	75	80	80	57	65	0	0	0	0	0	0	437
2012 - 2016 Penn Township Responses													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
2012	7	5	6	7	4	9	14	7	4	6	7	9	85
2013	9	6	4	8	7	7	18	14	6	4	11	9	103
2014	2	6	5	11	14	19	8	17	10	10	4	7	113
2015	5	11	11	9	12	8	11	7	9	5	13	8	109
2016	13	5	10	10	6	9	0	0	0	0	0	0	53
2012 - 2016 Madison Township Responses													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
2012	7	7	4	5	7	9	7	4	5	6	4	0	65
2013	7	6	5	2	5	6	5	4	4	4	9	13	70
2014	5	6	3	10	9	9	12	3	4	5	7	3	76
2015	9	4	5	9	11	10	12	5	10	4	4	6	89
2016	3	6	9	6	6	7	0	0	0	0	0	0	37
2012 - 2016 Mutual Aid Responses													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
2012	0	0	2	0	7	5	10	5	0	1	2	2	34
2013	1	0	2	4	1	1	0	1	0	1	2	1	14
2014	1	0	1	5	4	0	2	2	0	0	0	0	15
2015	1	1	3	3	0	1	0	4	2	4	1	0	20
2016	2	1	2	1	3	3	0	0	0	0	0	0	12