



North Liberty City Council

August 23, 2016
Regular Session

City Administrator Memo





City Council Memo

for August 23, 2016
from the desk of Ryan C. Heiar

Meetings & Events

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

Monday, Sept 5
Labor Day Holiday – City
Hall closed

Consent Agenda

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

- City Council Minutes (08/08/16)
- Claims
- July Revenues
- Zio Johno's Liquor License Renewal

Smigel Second Addition

Smigel Addition Part 2 is the first part of the Hodge Development subdivision of duplex lots located at the northwest corner of Forevergreen Road and Jones Boulevard. Improvements meeting the requirements of the preliminary plat and City Code have been completed on this part so it is ready for final approval.

Harvest Estates II, Part 3

Harvest Estates II Part 3 is the latest part of the Harvest Estates development south of St. Andrews Drive and west of Jones Boulevard. Improvements meeting the requirements of the preliminary plat and City Code have been completed on this single-family lot area so it is ready for final approval.

Solar Power Purchase Agreement

City staff is working with Sun Powered Solutions I, LLC to bring power purchase agreements for Council consideration for solar installations on the Street Maintenance Facility, Parks Shop and Fire Station.

Ryan C. Heiar, City Administrator

rheiar@northlibertyiowa.org • office (319) 626-5700 • fax (319) 626-3288 • cell (319) 541-8404

Phase I Water System Improvements – Division I – Water Treatment Plant

Bids were received on August 16 for the Water Treatment Plant Project. Seven bids were received. The engineer's estimate was \$14,270,000. The low bid was from Portzen Construction, Inc. from Dubuque in the amount of \$13,449,000. Fox Engineering recommends accepting this bid.

Travel Policy

The Travel Policy has been updated to include a revised structure for meals during travel. The structure includes a per diem policy for overnight travel and a per meal reimbursement for day travel. The remainder of the policy is unchanged.

Street Finance Report

Included in your packet is the Street Finance Report for FY 16, which is required to be completed and filed with the Department of Transportation annually. In summary, our Road Use Tax revenues for the year totaled approximately \$1.65 million and expenditures came in at nearly \$1.3 million, leaving a surplus of over \$313k. The reserve fund now totals \$1,111,000.

Muddy Creek Stream Gauge, USGS Agreement

Included in the packet is a joint funding agreement with USGS for the support, operation and maintenance of a stream gauge station on Muddy Creek. According to the agreement, we will pay an estimated annual fee of \$2,240 for the above mentioned services. We will also have the information available to use provided by the gauge instrument, including flow and rainfall data. This will be the ninth year we have entered into an agreement with USGS for the gauge. Storm water revenues are used to pay this fee.

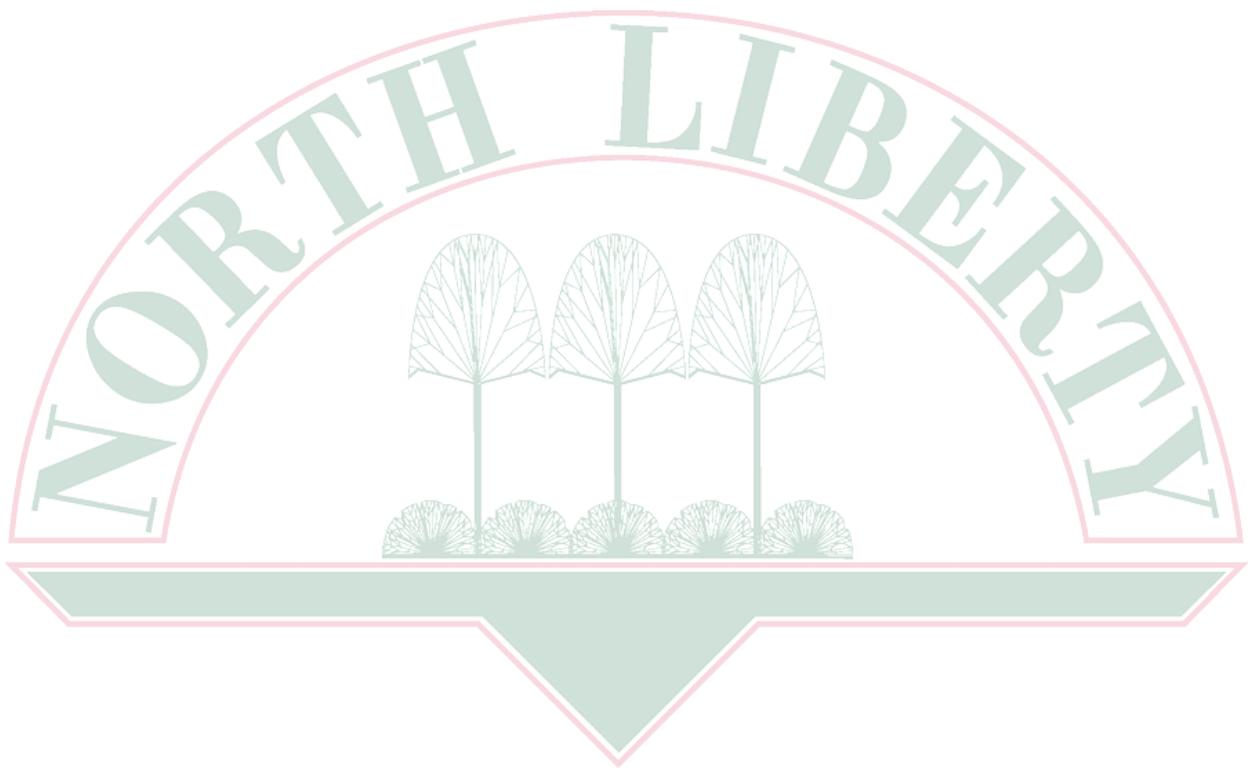
OnBase Maintenance Agreement

Last fall, the City purchased OnBase for records management. City Council documents (Resolutions and associated documents, ordinances and minutes) are all archived in the system. The Police Department is utilizing the system for records management, too. In the next 12 months, the system will be utilized even more. Tracey Mulcahey is spending a week at training in September to learn the functionality and how to utilize even more of the system.

SRF Financing - Wastewater

The first resolution sets a public hearing on the refinancing of the SRF funding for the wastewater project. This includes the interest rate reduction for the project. A public hearing will be held at the first meeting in September. Dorsey & Whitney, bond counsel, is creating engagement letters for borrowing issuances to make sure their clients are completely up to speed on their costs. This engagement letter is specific to the SRF borrowing for the Water Resource Restoration (Soil Quality Restoration and Centennial Park Project).

Agenda



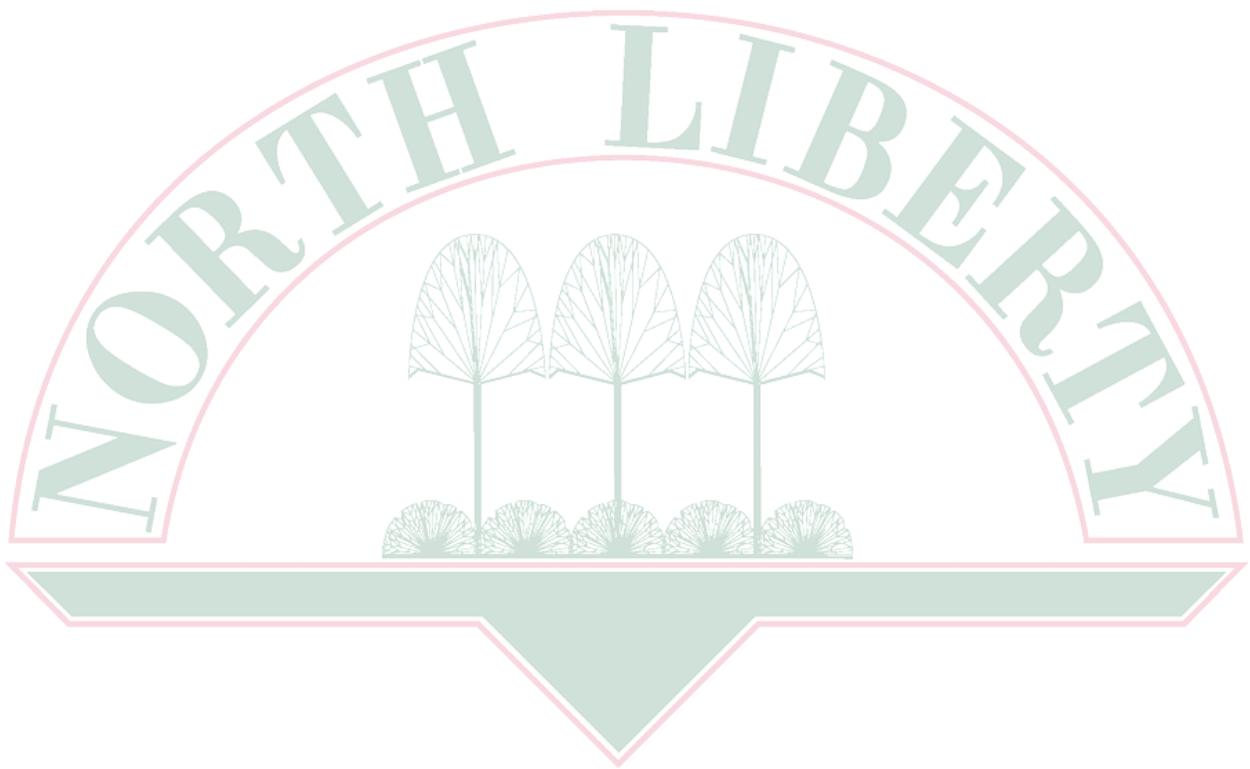


AGENDA
North Liberty City Council
August 23, 2016
Regular Session
6:30 p.m.
City Council Chambers

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, August 8, 2016
 - B. Claims
 - C. July Revenues
 - D. Zio Johnno's Liquor License Renewal, Class C Liquor License with Sunday Sales endorsement
5. Public Comment
6. City Planner Report
7. City Engineer Report
8. City Attorney Report
9. Assistant City Administrator Report
10. City Administrator Report
11. Mayor Report
 - A. Suicide Prevention Proclamation
12. Smigel Second Addition
 - A. Resolution Number 2016-80, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and Carolyn K. Matousek, David A. Smigel, Holly C. Smigel and Hodge Construction Company that establishes the terms and conditions under which Stormwater Management Facilities will be maintained on Smigel Second Addition in the City of North Liberty, Iowa

- B. Resolution Number 2016-81, A Resolution approving the Final Plat and accepting improvements for Smigel Second Addition, North Liberty, Iowa
13. Harvest Estates, Part 2
- A. Resolution Number 2016-82, A Resolution approving the Final Plat and accepting improvements for Harvest Estates II, Part 3, North Liberty, Iowa
14. Solar Agreement
- A. Resolution Number 2016-83, A Resolution approving the Agreement for Solar Power Purchase between the City of North Liberty and Sun Powered Solutions I, LLC for Solar Installations on the Street Maintenance Facility, the Parks Shop and the Fire Station
15. Water System Improvements, Phase 1
- A. Resolution Number 2016-84, A Resolution accepting the bid and authorizing execution of the Contract for the Phase I Water System Improvements – Division 1 – Water Treatment Plant Project, North Liberty, Iowa
16. Travel Policy
- A. Resolution Number 2016-85, A Resolution approving the Travel Policy for the City of North Liberty, Iowa
17. Street Finance Report
- A. Resolution Number 2016-86, A Resolution approving the City Street Financial Report for the Fiscal Year ending June 30, 2016
18. Stream Gage Agreement
- A. Resolution Number 2016-87, A Resolution approving the Agreement between the City of North Liberty and the United States Geological Survey to jointly fund a Streamgaging Station on Muddy Creek
19. OnBase Maintenance Agreement
- A. Resolution number 2016-88, A Resolution approving the Software Maintenance Agreement between the City of North Liberty and Integrated Data Products, Inc. regarding annual maintenance of the City's OnBase Records Management System
20. SRF Financing - Wastewater
- A. Resolution Number 2016-89, A Resolution to fix a date for a public hearing on a Sewer Revenue Improvement and Refunding Loan and Disbursement Agreement in a principal amount not to exceed \$22,337,000
 - B. Resolution Number 2016-90, A Resolution approving the Engagement Letter between the City of North Liberty and Dorsey & Whitney LLP regarding bond counsel services for the 2016 SRF Water Resource Restoration Project Financing
21. Old Business
22. New Business
23. Adjournment

Consent Agenda





Minutes
North Liberty City Council
August 9, 2016
Work Session
Regular Session

Call to order

Mayor Amy Nielsen called the August 9, 2016 Work and Regular Session of the North Liberty City Council to order at 6:04 p.m. Councilors present: Terry Donahue, Chris Hoffman, Annie Pollock, Jim Sayre, Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Scott Peterson, Kevin Trom, Dean Wheatley, Stefan Juran, Chief Diane Venenga, Assistant Street Superintendent Dan Lange, Water Superintendent Greg Metternich and other interested parties.

Approval of the Agenda

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

Work Session

Community Policing Update

Chief Venenga presented an update on Community Policing. The Police Department with Sabrena Shields is hosting a Town Hall meeting on Sunday, August 21, 6 – 7:30 p.m. at the North Liberty Community Center Room C. Council discussed the update with Chief Venenga.

Legal Update

City Attorney Peterson reported on the new laws of interest for Iowa cities produced by the Iowa League of Cities and decided in other courts. Council discussed the report with Peterson.

City Council Goals Update

City Administrator Heiar reported on the status of the goals set by the City Council. Council discussed the report with Heiar.

Consent Agenda

Donahue moved, Pollock seconded to approve the Consent Agenda including City Council Minutes from the Regular(rescheduled) Session on August 1, 2016; the attached list of Claims; the Dubuque Street/North Liberty Road Project, Change Order Number 6 to Streb Construction in the amount of \$3,585.75; Dubuque Street/North Liberty Road Project, Pay

Application Number 5 to Streb Construction in the amount of \$312,987.61; Penn Meadows Park Concrete Project, Final Pay Application to Midwest Construction, Inc. in the amount of \$13,902.75; WWTP Improvements Project, Phase II, Change Order Number 7 to Tricon Construction Group in the amount of \$9,069.92; WWTP Improvements Project, Phase II, Pay Application Number 11 to Tricon Construction Group in the amount of \$1,245,081.77; Penn Meadows Park Splash Pad Project, Pay Application Number 2 to Calacci Construction, Inc. in the amount of \$50,687.50; Penn Street ICAAP Project, Pay Application Number 5 to Metro Pavers in the amount of \$402,149.58; Penn Street ICAAP Project, Change Order Number 5 to Metro Pavers in the amount of \$ 9,945.27; and Penn Street ICAAP Project, Change Order Number 6 to Metro Pavers at no cost change. The vote was all ayes. Consent Agenda approved.

Public Comment

Jamie Spencer, new general manager of the Press Citizen, introduced himself to the Council.

City Planner Report

City Planner Wheatley reported he is continuing to work on transit and working on getting ready for the start of school. Council discussed the report with Wheatley.

City Engineer Report

City Engineer Trom reported that the North Liberty Road/Dubuque Street Project is approximately 2/3 complete. The Penn Street ICAAP Project has very few outstanding items left. The Water Systems Improvements pre-bid meeting was held last week and was very well attended. Bids for the first phase are due next Tuesday. The Penn Meadows Park Splash pad is substantially complete and open to the public. The final walk through is scheduled for next week. The Council discussed the project. Centennial Park SRF Sponsored Project preconstruction meeting was held last week. The contractor has installed silt fencing and will be mobilizing next week. The North Liberty Road Phase 2 project preliminary plans are complete. Staff is meeting with property owners in the area. The plans have been well received so far. Penn Street improvements (in front of LL Pelling) designs are completed and submitted to IDOT for review. Letting is expected in December or January.

City Attorney Report

City Attorney Peterson reported that he sent out the legal update to Council concerning several different matters. The City is waiting on a couple of decisions. Dustin Miller is leaving the Iowa League of Cities at the end of the week.

Assistant City Administrator Report

Assistant City Administrator Mulcahey reported that she received notification that the SRF interest rate would be reduced from 1.75% to 1.21%. Proceedings will start at the August 23 meeting. 121 SQR applications have been processed totaling \$141,000. The Housing Trust Fund's Annual Meeting is scheduled for Friday, August 26 at 8:30 a.m. at the North Liberty Library. The Summer Lunch and Fun finale is Friday, August 12.

City Administrator Report

City Administrator Heiar reported that he and the Mayor are working to get IDOT here for a work session as soon as September for an update on the interchange project.

Roseberry Stop

Wheatley reported that Staff and Commission recommend approval of the final plat for Roseberry Stop.

Musser was present on behalf of the applicant and offered to answer questions regarding the plat. Council discussed the applications.

Donahue moved, Hoffman seconded to approve Resolution Number 2016-64, A Resolution approving the Final Plat and accepting improvements for Roseberry Stop, North Liberty, Iowa. The vote was: ayes – Pollock, Hoffman, Wayson, Donahue, Sayre; nays – none. Motion carried.

Wheatley reported that Staff and Commission recommend approval of the site plan for Roseberry Stop.

Hoffman moved, Wayson seconded to approve Resolution Number 2016-71, A Resolution approving the Planned Area Development Site Plan for Roseberry Stop, Lot 1, North Liberty, Iowa. After discussion, the vote was: ayes – Wayson, Donahue, Hoffman, Pollock; nays – Sayre. Motion carried.

Alphagraphics Site Plan

Wheatley reported that Staff and the Planning Commission recommended approval with additional landscaping being added along 240th Street.

Dennis Tallman was present on behalf of the applicant and offered to answer any questions regarding the application.

Donahue moved, Hoffman seconded to approve Resolution Number 2016-77, A Resolution approving the Development Site Plan for Lot 1, North Park, North Liberty, Iowa. After discussion, the vote was: ayes – Wayson, Hoffman, Donahue, Sayre, Pollock; nays – none. Motion carried.

Shive-Hattery Services Agreement

Heiar presented information regarding the brine and water equipment storage building. Council discussed the proposal with staff including Dan Lange and Greg Metternich.

Donahue moved, Hoffman seconded to approve Resolution Number 2016-74, A Resolution approving a Services Agreement between the City of North Liberty and Shive-Hattery, Inc. The vote was: ayes – Donahue, Hoffman, Sayre, Wayson, Pollock; nays – none. Motion carried.

SRF Water Revenue Loan and Disbursement Agreement

At 7:51 p.m., Mayor Nielsen opened the Public Hearing regarding SRF Water Revenue Loan and Disbursement Agreement. No oral or written comments were received. The public hearing was closed.

Hoffman moved, Sayre seconded to approve Resolution Number 2016-78, A Resolution taking additional action 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. The vote was: ayes – Hoffman, Wayson, Donahue, Pollock, Sayre; nays – none. Motion carried.

Water System Improvements, Phase 1

At 7:52 p.m., Mayor Nielsen opened the Public Hearing regarding proposed plans, specifications, form of contract and estimate of cost. No oral or written comments were received. The public hearing was closed.

Wayson moved, Pollock seconded to approve Resolution Number 2016-79, A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Phase 1 Water System Improvements, Division I – Water Treatment Plant. After discussion, the vote was: ayes – Wayson, Sayre, Pollock, Donahue, Hoffman; nays – none. Motion carried.

Smaller Lot Single Family Zoning Ordinance

Wayson moved, Pollock seconded to approve the third 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, Single Family Residential. After discussion, the vote was: ayes – Donahue, Hoffman, Pollock, Wayson, Sayre, nays – none. Motion carried.

Old Business

No old business was presented.

New Business

Councilor Wayson reported on the Army Corps of Engineers plan to review the dam and reservoir plans. They are requesting that local governments to fund it. EMA is coordinating it with County, Iowa City, Coralville and downstream communities.

Mayor Nielsen reported on the Iowa Women's Foundation activities. She also reported that SugaPeach is now open.

Adjournment

At 7:59 p.m., Mayor Nielsen adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Amy Nielsen, Mayor

Attest:

Tracey Mulcahey, City Clerk

JULY 31ST, 2016

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	453,491.35	453,491.35
011-FIRE EQUIPMENT CAPITA	0.00	0.00
012-LIBRARY CAPITAL FUND	1,427.40	1,427.40
013-RECREATION CAPITAL FU	0.00	0.00
014-POLICE CAPITAL FUND	938.52	938.52
015-TRANSPORTATION IMPACT	6,328.86	6,328.86
016-STORMWATER IMPACT FEE	0.00	0.00
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	0.00	0.00
019-YOUTH SPORTS SCHOLARS	1,177.50	1,177.50
020-EQUIPMENT REVOLVING	523.39	523.39
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	0.00	0.00
025-POLICE SEIZED FUNDS	0.00	0.00
060-ROAD USE TAX FUND	124,466.35	124,466.35
061-STREET CAPITAL PROJEC	0.00	0.00
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	15,157.29	15,157.29
110-DEBT SERVICE FUND	6,638.21	6,638.21
210-TRUST AND AGENCY	9,752.43	9,752.43
280-CUSTOMER DEPOSITS	29,940.00	29,940.00
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	0.00
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	0.00
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	0.00
322-LIBRARY BUILDING FUND	10.47	10.47
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	0.00
510-WATER FUND	280,245.05	280,245.05
511-WATER CAPITAL RESERVE	0.00	0.00
512-WATER SINKING FUND	77,057.08	77,057.08
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	0.00
520-SEWER FUND	338,642.83	338,642.83
521-SEWER CAPITAL RESERVE	17,125.00	17,125.00
522-SEWER SINKING FUND	113,135.33	113,135.33
523-WASTEWATER TREATMENT	1,109,857.50	1,109,857.50
524-SEWER TRUNK AND I&I	0.00	0.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	16,605.00	16,605.00
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	2,602,519.56	2,602,519.56

Applicant License Application (LC0040325)

Name of Applicant: <u>zio johno's, Inc.</u>		
Name of Business (DBA): <u>zio johno's spaghetti house</u>		
Address of Premises: <u>780 community dr. #1</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business	<u>(319) 626-3232</u>	
Mailing	<u>780 community dr. #1</u>	
City <u>North Liberty</u>	State <u>IA</u>	Zip: <u>52317</u>

Contact Person

Name <u>Eli Khairallah</u>	Email <u>eli@ziojohnsononline.com</u>
Phone: <u>(319) 721-6503</u>	

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 09/10/2016

Expiration Date: 09/09/2017

Privileges:

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>103803</u>	Federal Employer ID <u>42-1264874</u>

Ownership

eli khairallah

First Name: eli

Last Name: khairallah

City: cedar rapids

State: Iowa

Zip: 52403

Position: owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Farm Bureau Financial Services</u>	
Policy Effective Date: <u>09/10/2016</u>	Policy Expiration <u>09/10/2017</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 Beer/Liquor Sunday Sales New Renewal Amended

Class B Wine

Legal Name of Applicant: Zio John's, Inc.

Name of Business (DBA): Zio John's Spaghetti House

Address of Business: 780 Community Dr. Unit 1 - N. Liberty Ia 52317

Contact Phone: 626-3232 Eli 319-721-6503

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.


Code Official

7-11-16
Date

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

Designated Fire Inspector

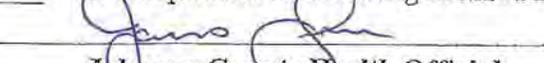
Date

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.


Johnson County Health Official

7/12/16
Date

City of North Liberty

Ivorq Permit 6141

Renewal letter N/A

License Expires 9/9/2016

Official e-mail 7/12/16

State License # LC 0040325

Council Agenda date 8/23/16



North Liberty Police Department

5 E Cherry St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

July 19, 2016

Liquor License Check

Business: Zio Johno's
780 Community Drive
North Liberty, IA 52317

Owner: Eli Khairallah (DOB: 1960)

A record check of the above business and owners shows no past incidents with the North Liberty Police Department that could affect the liquor license. This department does not have any concerns with the renewal of the liquor license.

I recommend the license be granted.

Sergeant Chris Shine





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

Fire Dept Violation Notice

August 15, 2016

Zio Johno's Spaghetti House
780 Community DR, #1
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 Aug 15, 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

3003.5.3 Securing compressed gas containers

Note Securing compressed gas containers, cylinders and tanks. Compressed gas containers, cylinders and tanks shall be secured to prevent falling caused by contact, vibration or seismic activity. Tanks must be secured to the wall or non-movable object. Chain must be anchored on both sides of the tank.

- kitchen, Secure all compressed cylinders with chain.
- behind bar, secured chain at two points on wall.



1006.3 Illumination emergency power

Note The power supply for means of egress illumination shall normally be provided by the premises' electrical supply. In the event of power supply failure, an emergency electrical system shall automatically illuminate.

- check emergency light on ceiling in kitchen. Flashing red, bulb or battery issue.



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.



315.2.1 Ceiling clearance

Note

Storage shall be maintained 2 feet (610 mm) or more below the ceiling in non-sprinklered areas of buildings or a minimum of 18 inches (457 mm) below sprinkler head deflectors in sprinklered areas of buildings.

- remove all storage above coolers.



Inspection Note Hoods, grease-removal devices, fans, ducts and other appurtenances shall be inspected by a trained professional based on the intervals below. Partial inspections are not permitted. If during the inspection it is found that hoods, grease-removal devices, fans, ducts or other appurtenances have an accumulation of grease, such components shall be cleaned.

TYPE OF COOKING OPERATIONS FREQUENCY OF INSPECTION

- High-volume cooking operations such as 24-hour cooking, charbroiling or wok cooking: Every 3 months -
Low-volume cooking operations such as places of religious worship, seasonal businesses and senior centers: Every 12 months

- Cooking operations utilizing solid-fuel burning cooking appliances Every 1 month

- All other cooking operations: Every 6 months

A current copy inspection report shall be kept on-site for three years and on file for the NLFD through the www.thecomplianceengine.com.

Kitchen hoods are past due for bi-annual cleaning.

Visit us at www.nlfire.org

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

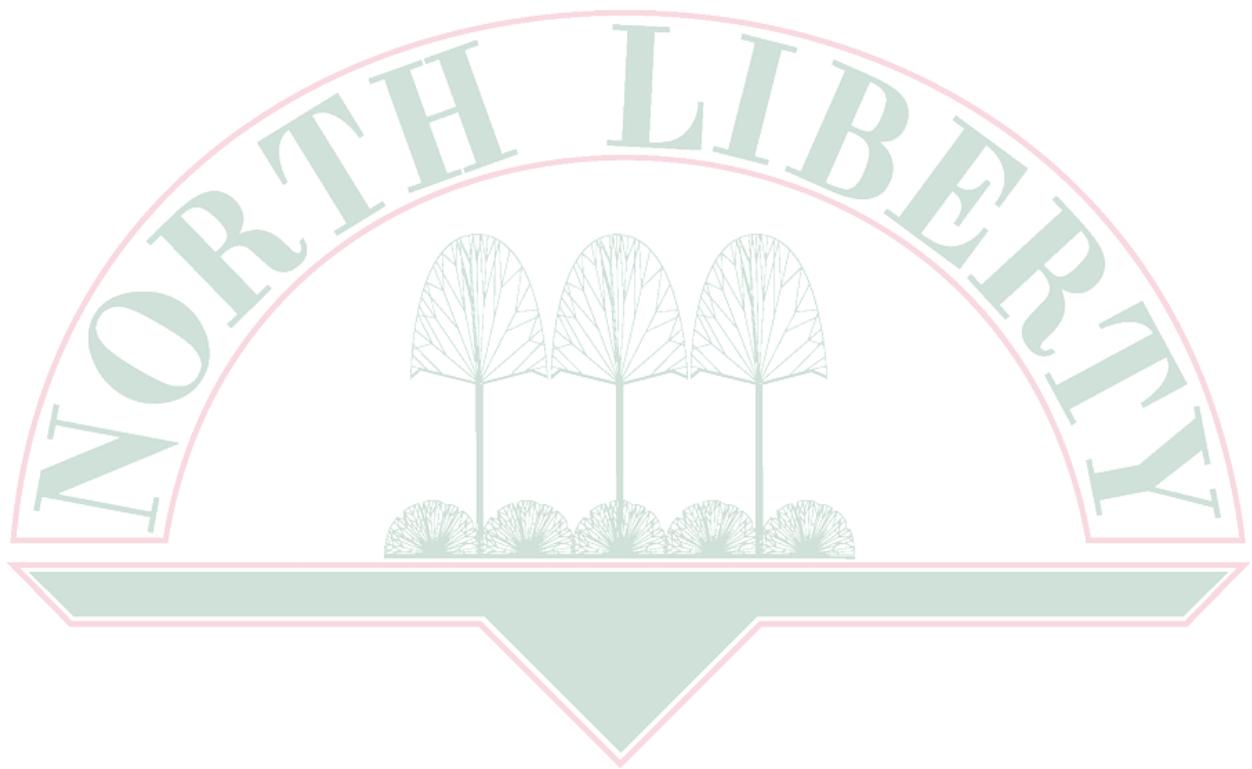


HARDIN BRYAN HARDIN
Inspector



Joseph Tiegen

Mayor Report





PROCLAMATION

Suicide Prevention Week September 5-11, 2016

WHEREAS, in the state of Iowa, suicide is the 9th leading cause of all deaths and the 2nd leading cause of death among people from the ages of 15 to 44; and

WHEREAS, 407 Iowans died by suicide in 2014, and several thousand friends and family members were changed forever by losing those people; and

WHEREAS, in the United States, one person dies by suicide every 12.8 minutes, with 42,773 deaths by suicide in our country during 2014; and

WHEREAS, every community member has a role in suicide prevention; and

WHEREAS, a great many suicides are preventable; and

WHEREAS, the Johnson County Suicide Prevention Coalition, dedicated to reducing the frequency of suicide attempts and deaths and the pain of those affected by suicides of loved ones, urges that we:

1. Recognize suicide as a significant public health problem in Iowa and declare suicide prevention to be a priority;
2. Support the development of accessible behavioral health services for all 99 counties of our State, implementing national best practices in reducing suicide risk for people of all ages and backgrounds;
3. Acknowledge that no single suicide prevention program or effort will be sufficient or appropriate for all populations or communities;
4. Encourage initiatives based on the goals and activities of the National Strategy for Suicide Prevention, Zero Suicide of the National Action Alliance for Suicide Prevention, and the Johnson County Suicide Prevention Coalition.

WHEREAS, far too many Iowans die by suicide each year, and most of these deaths are preventable.



NOW, THEREFORE, be it resolved that I, Amy Nielsen, Mayor of North Liberty, do hereby designate September 5-11, 2016, as:

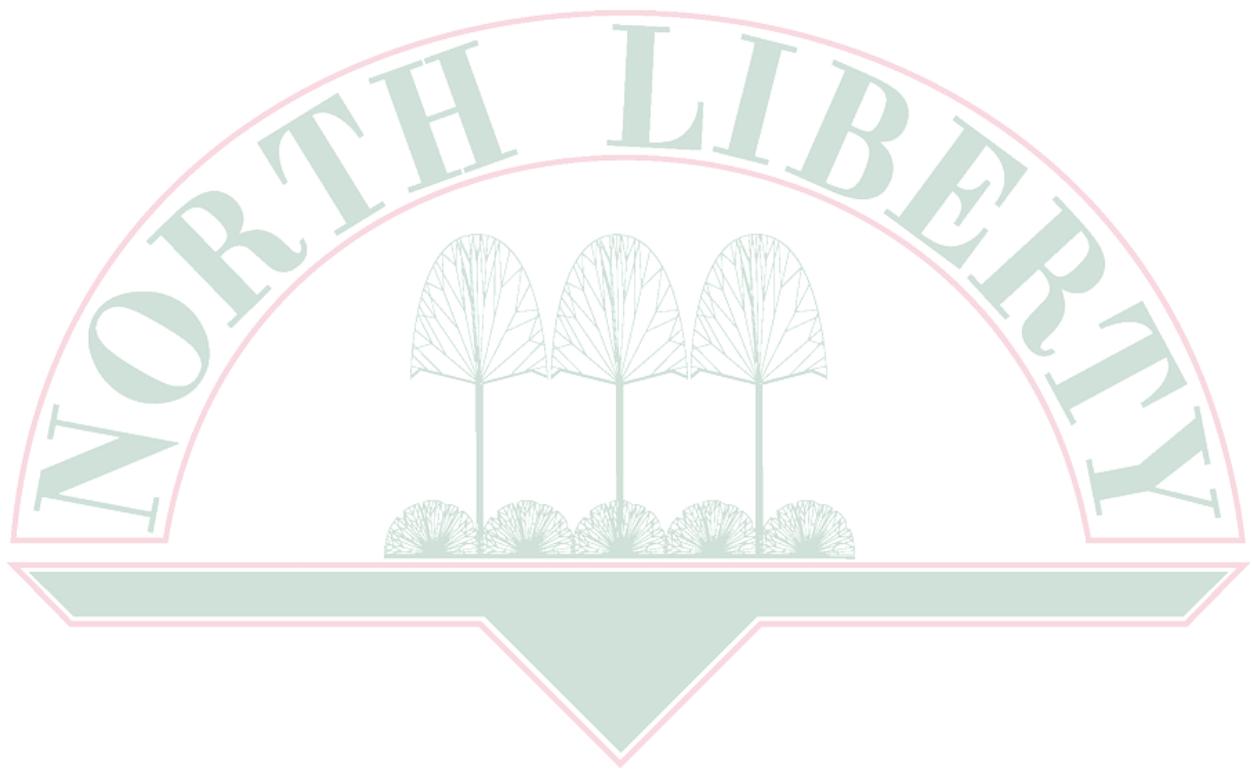
SUICIDE PREVENTION WEEK

in North Liberty, Iowa, and encourage residents to learn how they can help, because Suicide Prevention Is Everyone's Business.

Signed this 23rd day of August, 2016, in North Liberty, Iowa

Amy Nielsen, Mayor

Smigel 2nd Addition



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

**STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT
AND
EASEMENT**

SMIGEL SECOND ADDITION

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Carolyn K. Matousek, David A. Smigel, Holly C. Smigel, and Hodge Construction Company, hereinafter referred to as "Owner."

SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.

A. The Owner has requested that the City approve this Stormwater Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the Stormwater Management Facility for Smigel Second Addition (the "Facility") will be constructed, with said real estate legally described as follows and also set out in Exhibit A, which is attached hereto and incorporated herein by reference:

Outlot A, Smigel Second Addition, North Liberty, Johnson County,
Iowa.

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

1. The Owner has full ownership and control of the real estate described above;
2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any

successor owners, assigns, and heirs of the original Owner, including a homeowners association; and any other person or party determined to be a “responsible person” as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.

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

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

SECTION 3. MAINTENANCE AND REPAIR OF STORMWATER MANAGEMENT FACILITY.

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

1. Clean and remove debris from the detention outlet structure. Provide regular inspections after each rainfall event.
2. Clean and remove debris from stream channel and ponding areas. To be done monthly.
3. Mow and maintain grass in graded detention area and upland slopes. Grass areas shall be maintained in conformance to Chapter 52 of the City of North Liberty Code of Ordinances. To be done as needed based on season.
4. Areas where the presence of wetland ecosystems have been identified and documented to be Protected Waters of the U.S. shall be exempted from such mowing as allowed for in said Chapter 52.
5. Constructed areas where water is intended to pond at a shallow depth are intended to develop and sustain a wetland ecosystem. The ponded area

and an adjacent 10' wide buffer shall be excepted from such mowing as allowed for in said Chapter 52.

6. Areas described in paragraphs 4 and 5 above shall be maintained by selective eradication of invasive and undesirable plants as described below. Example species include reed canary grass, white and/or yellow sweet clover, and willows. To be addressed annually.
 - a. Remove herbaceous plants by hand pulling or spot spraying with a non-selective herbicide glyphosate (Roundup, Rodeo, etc.), utilizing application methods that minimize particle drift, such as wand application at times with no wind conditions.
 - b. Woody vegetation shall be cut and apply a non-selective herbicide glyphosate (Roundup, Rodeo, etc.) applied immediately to cut area known as stump cut method. Herbicide shall be applied utilizing application methods that minimize particle drift, such as wand application at times with no wind conditions.
7. Inspect for unwanted animals such as muskrats, beaver, woodchuck, skunks and burrowing type animals that can compromise the side banks by creating burrows. Contact a licensed and insured professional to remove pests when needed. To be completed annually.
8. Monitor for sediment accumulation in the existing stream channel and constructed areas where water is intended to pond at a shallow depth. When sediment inhibits free flow of water in the stream, the sediment shall be removed only to the extent needed to restore the free flow of water. When sediment accumulates in constructed areas where water is intended to pond at a shallow depth to a level higher than the common water level, the sediment shall be removed to the common water level. To be monitored annually and addressed as needed.
9. Inspect private drainage tiles in Outlot A and repair as needed. Generally these pipes are made of plastic. This is to be accomplished annually.
10. Inspect public storm sewers annually. Generally these pipes are made of concrete. If damage is found, notify the City of North Liberty.
11. The developer shall be responsible for Outlot A monitoring, maintenance, and proper establishment of the wetlands before shifting maintenance to a homeowners association. Prior to shifting maintenance to a homeowners association, documentation from a qualified wetland specialist shall be provided which indicates that the Outlot has been properly maintained and established.

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

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

SECTION 4. INSPECTION OF FACILITY.

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

SECTION 5. RIGHT OF ENTRY FOR INSPECTION.

In the event any new stormwater management facility is installed on private property within Smigel Second Addition, or when any new connection is made between private property and a public stormwater management facility, sanitary sewer or combined sewer, the Owner of that private property will be required to grant to the City the perpetual right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when City has a reasonable basis to believe that a violation of this Agreement or the City's ordinance is occurring or has occurred or when necessary for abatement of a public nuisance or correction of a violation of this Agreement or the City's ordinance.

SECTION 6. RECORDS OF INSTALLATION AND MAINTENANCE AND REPAIR ACTIVITIES.

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

SECTION 7. FAILURE TO MAINTAIN STORMWATER MANAGEMENT FACILITY.

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

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

SECTION 8. ENFORCEMENT AND APPEALS.

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

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

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

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

C. Upon completion of the stormwater management facility and, further, upon inspection and approval of the facility by the City, the Owner shall have the right to assign all of its obligations under this Agreement to a homeowners association, and is thereafter released from performance under this Agreement. Such assignment shall not affect the obligations or rights other persons may have under this Agreement.

SECTION 10. FEES.

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

SECTION 11. NOTICES.

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

Hodge Construction Company
c/o Michael E. Hodge
711 S. Gilbert St,
Iowa City, IA 52240

Carolyn K. Matousek
405 Ashley Court, Apt. 305
North Liberty, Iowa 52317

David A. Smigel and Holly C. Smigel
1290 W. Forevergreen Road

North Liberty, IA 52317

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

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

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

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

SECTION 12. SUCCESSORS AND ASSIGNS.

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

DATED this ___ day of _____, 2016.

CITY OF NORTH LIBERTY, IOWA

OWNER

By: _____
Amy Nielsen, Mayor

By: _____
Carolyn K. Matousek, Owner

ATTEST: _____
Tracey Mulcahey, City Clerk

By: _____
David A. Smigel, Owner

By: _____
Holly C. Smigel, Owner

By: _____
Michael E. Hodge, President
Hodge Construction Company

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

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2016, by Carolyn K. Matousek as Owner,

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2016, by David A. Smigel and Holly C. Smigel as Owners.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

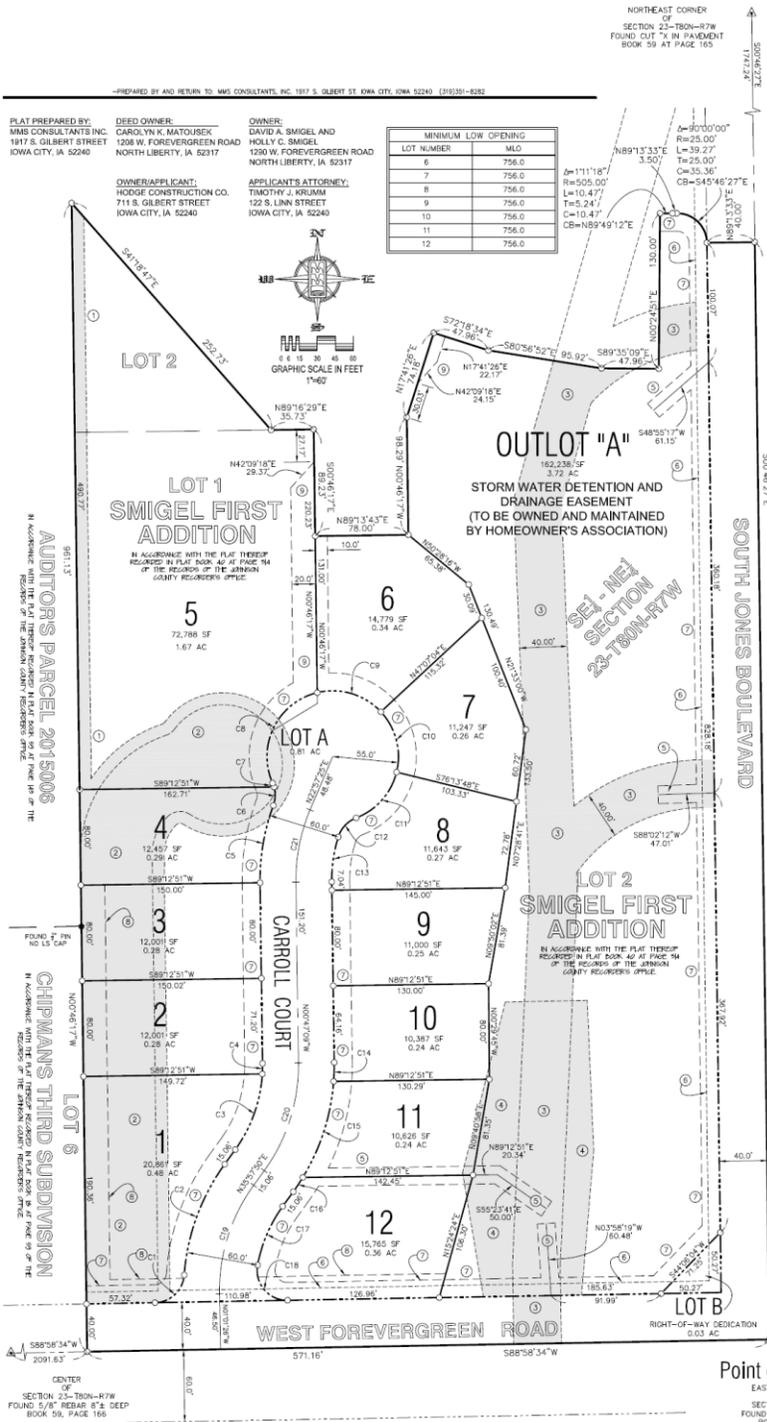
This instrument was acknowledged before me on this ____ day of _____, 2016, by Michael E. Hodge as President of Hodge Construction Company, Owner.

Notary Public in and for the State of Iowa

EXHIBIT A

Final Plat SMIGEL SECOND ADDITION

A portion of Smigel First Addition, lying within the Southeast Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa



CURVE SEGMENT TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	84.8271	23.00	37.01	29.84	33.72	S45.33°34"E
C2	31.4838	180.00	99.31	51.29	98.66	S200°32'32"W
C3	32.3248	120.00	68.18	35.03	67.29	S194°12'28"W
C4	43.2141	120.00	89.02	44.92	89.01	S02°18'52"E
C5	20.9230	180.00	65.90	33.35	65.98	S09°42'38"W
C6	36.7231	25.00	15.80	8.17	15.84	S05°06'00"W
C7	126.244	25.00	34.42	1.71	34.4	N12°25'22"E
C8	100.7808	55.00	36.21	65.86	84.43	N26°17'29"E
C9	204.393	55.00	68.88	32.20	58.37	N12°18'42"E
C10	56.3908	55.00	54.38	29.65	52.19	N14°32'22"E
C11	65.7848	55.00	53.10	28.62	51.08	N42°25'36"E
C12	145.6242	25.00	22.92	12.11	21.29	N83°14'35"E
C13	181.127	120.00	38.10	19.21	37.84	N08°18'34"E
C14	202.54	180.00	15.88	7.84	15.89	N01°44'18"E
C15	219.200	180.00	65.21	45.92	84.41	N174°29'24"E
C16	434.445	180.00	14.30	7.20	14.38	N33°40'27"E
C17	224.503	120.00	15.88	27.44	53.89	N02°05'22"E
C18	101.5446	25.00	44.17	30.35	38.64	S46°24'33"W
C19	36.9915	150.00	36.81	50.17	95.18	N17°28'12"E
C20	62.439	150.00	36.21	49.83	84.57	N12°25'22"E
C21	234.444	150.00	62.18	31.53	61.71	N11°05'08"E

EASEMENT DESCRIPTION TABLE

NUMBER	DESCRIPTION
1	EXISTING 10' UTILITY EASEMENT TO BE RELEASED
2	EXISTING ROW AND 10.0' UTILITY EASEMENT TO BE RELEASED
3	EXISTING 40.0' WIDE DRAINAGE EASEMENT TO BE RELEASED
4	EXISTING STORM WATER DRAINAGE EASEMENT TO BE RELEASED
5	15.0' WIDE STORM SEWER AND DRAINAGE EASEMENT (CENTERED)
6	EXISTING 10.0' WIDE UTILITY EASEMENT
7	15.0' WIDE PUBLIC UTILITY EASEMENT
8	20.0' WIDE LANDSCAPE BUFFER EASEMENT
9	PUBLIC UTILITY EASEMENT

I hereby certify that during the month of June, 2016, at the direction of Hodge Construction Co., a survey was made under my supervision of a portion of Smigel First Addition in accordance with the plat thereof recorded in plat book 40 at page 184 of the records of the Johnson County Recorder's office, lying within the Southeast Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa, described as follows:

Beginning at the East Quarter Corner of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa, and the Southeast Corner of Smigel First Addition, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 40 at Page 184 of the Records of the Johnson County Recorder's Office, Thence S88°54'1", along the South Line of the Southeast Quarter of the Northeast Quarter of said Section 23, and the South Line of said Smigel First Addition, 371.16 feet, to the Southeast Corner of Smigel First Addition, Thence N00°46'17"W, along the West Line of said Smigel First Addition, 961.13 feet, Thence S41°18'47"E, 232.73 feet, to a Point on the East Line of Lot 1 of said Smigel First Addition, Thence N89°12'51"E, along said North Line of said Lot 1, a distance of 35.73 feet, to the Northeast Corner thereof, Thence S00°45'17"E, along the East Line of said Lot 1, a distance of 89.23 feet, Thence N89°13'43"E, 78.50 feet, Thence Northeast, 10.47 feet, along a 350.00 foot radius curve, concave Northwest, where 10.47 foot chord bears N89°49'12"E, Thence N89°13'33"E, 3.50 feet, Thence Southeast, 39.27 feet, along a 250.00 foot radius curve, concave Southwest, where 35.36 foot chord bears S45°48'27"E, Thence N89°13'33"E, 40.00 feet, to a Point on the East Line of said Southeast Quarter of the Northeast Quarter, and a Point on the East Line of said Smigel First Addition, Thence S00°46'27"E, along said East Line, 916.27 feet, to the Point of Beginning, Said Tract of Land contains 10.84 Acres, and is subject to easements and restrictions of record.

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

CLYDE D. MERRIN
L.S. No. _____
Iowa License No. _____
Date: _____, 20____

This plat is covered by this seal.

Signed before me this _____ day of _____, 20____.

Notary Public, in and for the State of Iowa.

PLAT/PLAN APPROVED BY:
CITY OF NORTH LIBERTY

UTILITY EASEMENTS APPROVED BY:

MEAMERICAN ENERGY _____ DATE: _____

MEDACOM _____ DATE: _____

LIANN COUNTY R.I.E.C. _____ DATE: _____

SOUTH SLOPE COOPERATIVE TELEPHONE CO. _____ DATE: _____

**FINAL PLAT
SMIGEL
SECOND
ADDITION**

A portion of Smigel First Addition, lying within the Southeast Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian

North Liberty
Johnson County
Iowa
MMS CONSULTANTS, INC.

08-02-2016

Checked by: **GMH**
Project No: **8362-019**

1

10.84 ACRES

08/02/2016 8:30:04 AM CDT

LANDSCAPE ARCHITECTS
LAND PLANNERS
LAND SURVEYORS
CIVIL ENGINEERS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT STREET
IOWA CITY, IOWA 52240
WWW.MMSCONSULTANTS.COM

MMS

10.84 ACRES

Resolution No. 2016-80

RESOLUTION APPROVING THE STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT AND EASEMENT BETWEEN THE CITY OF NORTH LIBERTY AND CAROLYN K. MATOUSEK, DAVID A. SMIGEL, AND HOLLY C. SMIGEL AND HODGE CONSTRUCTION COMPANY THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH STORMWATER MANAGEMENT FACILITIES WILL BE MAINTAINED ON SMIGEL SECOND ADDITION IN THE CITY OF NORTH LIBERTY, IOWA

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

WHEREAS, the terms and conditions for the maintenance of the stormwater management facilities of Smigel Second Addition have been set forth in an Agreement between the City of North Liberty (“City”) and Carolyn K. Matousek, David A. Smigel, Holly C. Smigel (“Owner”) and Hodge Construction Company (“Developer”);

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

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City of North Liberty and Carolyn K. Matousek, David A. Smigel, Holly C. Smigel and Hodge Construction Company is approved for the development of Smigel Second Addition, North Liberty, Iowa.

APPROVED AND ADOPTED this 23rd day of August, 2016.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

Final Plat SMIGEL SECOND ADDITION

A portion of Smigel First Addition, lying within the Southeast Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian

North Liberty, Johnson County, Iowa

PREPARED BY AND RETURN TO: MMS CONSULTANTS, INC. 1917 S. GILBERT ST. IOWA CITY, IOWA 52240 (319)351-8282

PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

DEED OWNER:
CAROLYN K. MATOUSEK
1208 W. FOREVERGREEN ROAD
NORTH LIBERTY, IA 52317

OWNER:
DAVID A. SMIGEL AND
HOLLY C. SMIGEL
1290 W. FOREVERGREEN ROAD
NORTH LIBERTY, IA 52317

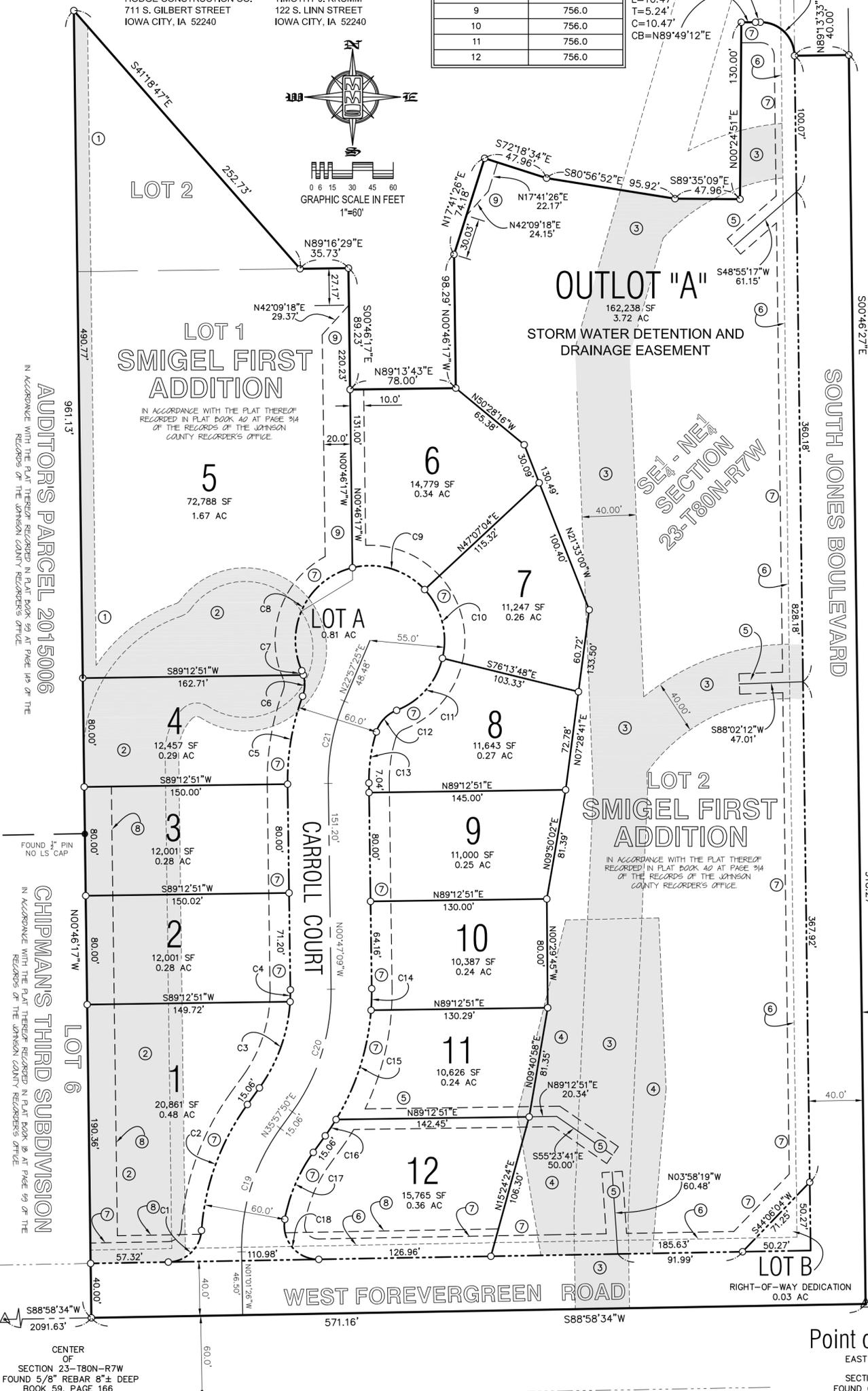
OWNER/APPLICANT:
HODGE CONSTRUCTION CO.
711 S. GILBERT STREET
IOWA CITY, IA 52240

APPLICANT'S ATTORNEY:
TIMOTHY J. KRUMM
122 S. LINN STREET
IOWA CITY, IA 52240

MINIMUM LOW OPENING	
LOT NUMBER	MLO
6	756.0
7	756.0
8	756.0
9	756.0
10	756.0
11	756.0
12	756.0

$\Delta=90^{\circ}00'00''$
R=25.00'
L=39.27'
T=25.00'
C=35.36'
CB=S45°46'27"E

$\Delta=11^{\circ}11'18''$
R=505.00'
L=10.47'
T=5.24'
C=10.47'
CB=N89°49'12"E



LEGEND AND NOTES	
	CONGRESSIONAL CORNER, FOUND
	CONGRESSIONAL CORNER, REESTABLISHED
	CONGRESSIONAL CORNER, RECORDED LOCATION
	PROPERTY CORNER(S), FOUND (as noted)
	PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
	CUT "X"
	PROPERTY &/or BOUNDARY LINES
	CONGRESSIONAL SECTION LINES
	RIGHT-OF-WAY LINES
	CENTER LINES
	LOT LINES, INTERNAL
	LOT LINES, PLATTED OR BY DEED
	EASEMENT LINES, WIDTH & PURPOSE NOTED
	EXISTING EASEMENT LINES, PURPOSE NOTED
	RECORDED DIMENSIONS
	MEASURED DIMENSIONS
	CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

GENERAL NOTES:
1. LOTS 1 AND 12 SHALL NOT HAVE DIRECT ACCESS TO WEST FOREVERGREEN ROAD.

CURVE SEGMENT TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	84°49'21"	25.00'	37.01'	22.84'	33.72'	S46°33'54"W
C2	31°48'36"	180.00'	99.93'	51.29'	98.66'	S20°03'32"W
C3	32°32'45"	120.00'	68.16'	35.03'	67.25'	S19°41'28"W
C4	4°12'14"	120.00'	8.80'	4.40'	8.80'	S01°18'58"W
C5	20°59'30"	180.00'	65.95'	33.35'	65.58'	S09°42'36"W
C6	36°12'33"	25.00'	15.80'	8.17'	15.54'	S02°06'05"W
C7	7°50'24"	25.00'	3.42'	1.71'	3.42'	N19°55'23"W
C8	100°16'08"	55.00'	96.25'	65.86'	84.43'	N26°17'29"E
C9	60°41'32"	55.00'	58.26'	32.20'	55.57'	N73°13'42"E
C10	56°39'08"	55.00'	54.38'	29.65'	52.19'	N14°33'22"W
C11	55°18'48"	55.00'	53.10'	28.82'	51.06'	N41°25'36"E
C12	51°40'42"	25.00'	22.55'	12.11'	21.79'	N43°14'39"E
C13	18°11'27"	120.00'	38.10'	19.21'	37.94'	N08°18'34"E
C14	5°02'54"	180.00'	15.86'	7.94'	15.85'	N01°44'18"E
C15	27°07'20"	180.00'	85.21'	43.42'	84.41'	N17°49'25"E
C16	4°34'45"	180.00'	14.39'	7.20'	14.38'	N33°40'27"E
C17	25°45'30"	120.00'	53.95'	27.44'	53.49'	N23°05'05"E
C18	101°13'46"	25.00'	44.17'	30.45'	38.64'	N40°24'33"W
C19	36°59'15"	150.00'	96.83'	50.17'	95.16'	N17°28'12"E
C20	36°44'59"	150.00'	96.21'	49.83'	94.57'	N17°35'20"E
C21	23°44'34"	150.00'	62.16'	31.53'	61.71'	N11°05'08"E

EASEMENT DESCRIPTION TABLE	
LABEL	DESCRIPTION
1	EXISTING 10' UTILITY EASEMENT TO BE RELEASED
2	EXISTING ROW AND 10.0' UTILITY EASEMENT TO BE RELEASED
3	EXISTING 40.0' WIDE DRAINAGE EASEMENT TO BE RELEASED
4	EXISTING STORM WATER DRAINAGE EASEMENT TO BE RELEASED
5	15.0' WIDE STORM SEWER AND DRAINAGE EASEMENT (CENTERED)
6	EXISTING 10.0' WIDE UTILITY EASEMENT
7	15.0' WIDE PUBLIC UTILITY EASEMENT
8	20.0' WIDE LANDSCAPE BUFFER EASEMENT
9	PUBLIC UTILITY EASEMENT

I hereby certify that during the month of June, 2016, at the direction of Hodge Construction Co., a survey was made under my supervision of a portion of Smigel First Addition in accordance with the plat thereof recorded in plat book 40 at page 314 of the records of the Johnson County Recorder's office, lying within the Southeast Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa, described as follows:

Beginning at the East Quarter Corner of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa, and the Southeast Corner of Smigel First Addition, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 40 at Page 314 of the Records of the Johnson County Recorder's Office; Thence S89°58'34"W, along the South Line of the Southeast Quarter of the Northeast Quarter of said Section 23, and the South Line of said Smigel First Addition, 571.16 feet, to the Southwest Corner of Smigel First Addition; Thence N00°46'17"W, along the West Line of said Smigel First Addition, 961.13 feet; Thence S41°18'47"E, 252.73 feet, to a Point on the North Line of Lot 1 of said Smigel First Addition; Thence N89°16'29"E, along said North Line of said Lot 1, a distance of 35.73 feet, to the Northeast Corner thereof; Thence S00°46'17"E, along the East Line of said Lot 1, a distance of 89.23 feet; Thence N89°13'43"E, 78.00 feet; Thence N00°46'17"W, 98.29 feet; Thence N17°41'26"E, 74.18 feet; Thence S72°18'34"E, 47.96 feet; Thence S80°56'52"E, 95.92 feet; Thence S89°35'09"E, 47.96 feet; Thence N00°24'51"E, 130.00 feet; Thence Northeastly, 10.47 feet along a 505.00 foot radius curve, concave Northwesterly, whose 10.47 foot chord bears N89°49'12"E; Thence N89°13'33"E, 3.50 feet; Thence Southeasterly, 39.27 feet, along a 25.00 foot radius curve, concave Southwesterly, whose 35.36 foot chord bears S45°46'27"E; Thence N89°13'33"E, 40.00 feet, to a Point on the East Line of said Southeast Quarter of the Northeast Quarter, and a Point on the East Line of said Smigel First Addition; Thence S00°46'27"E, along said East Lines, 918.27 feet, to the Point of Beginning. Said Tract of Land contains 10.84 Acres, and is subject to easements and restrictions of record.

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

GLEN D. MEISNER
L.S. License No. 8165
My license renewal date is December 31, 20____.

Pages of sheets covered by this seal: _____

SEAL

Signed before me this ____ day of _____, 20____.

Notary Public, in and for the State of Iowa.

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

North Liberty
Johnson County
Iowa

MMS CONSULTANTS, INC.

Date: 06-02-2016

Designed by: PVA
Field Book No.: 1092

Drawn by: RLW
Scale: 1"=60'

Checked by: GDM
Sheet No.: 1

Project No.: IOWA CITY
8362-019

FINAL PLAT
SMIGEL
SECOND
ADDITION

A portion of Smigel First Addition, lying within the Southeast Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian

10.84 ACRES

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

LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS

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

Resolution No. 2016-81

RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING IMPROVEMENTS FOR SMIGEL SECOND ADDITION, NORTH LIBERTY, IOWA

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

WHEREAS, the owner, Carolyn K. Matousek, David A. Smigel and Holly C. Smigel, and Hodge Construction Company has filed with the City Clerk a final plat for the property described in Exhibit A, which is attached hereto and made a part hereof;

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

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

WHEREAS, the all Public Property Improvements, except for sidewalks, have been installed in accordance with the design standards and Municipal Code requirements of the City of North Liberty and approved through the approval of previous plats of this property.

NOW, THEREFORE, BE IT RESOLVED that the final plat of Smigel Second Addition as shown on the exhibits and all public improvements except for sidewalks, are hereby approved and accepted.

APPROVED AND ADOPTED this 23rd day of August, 2016.

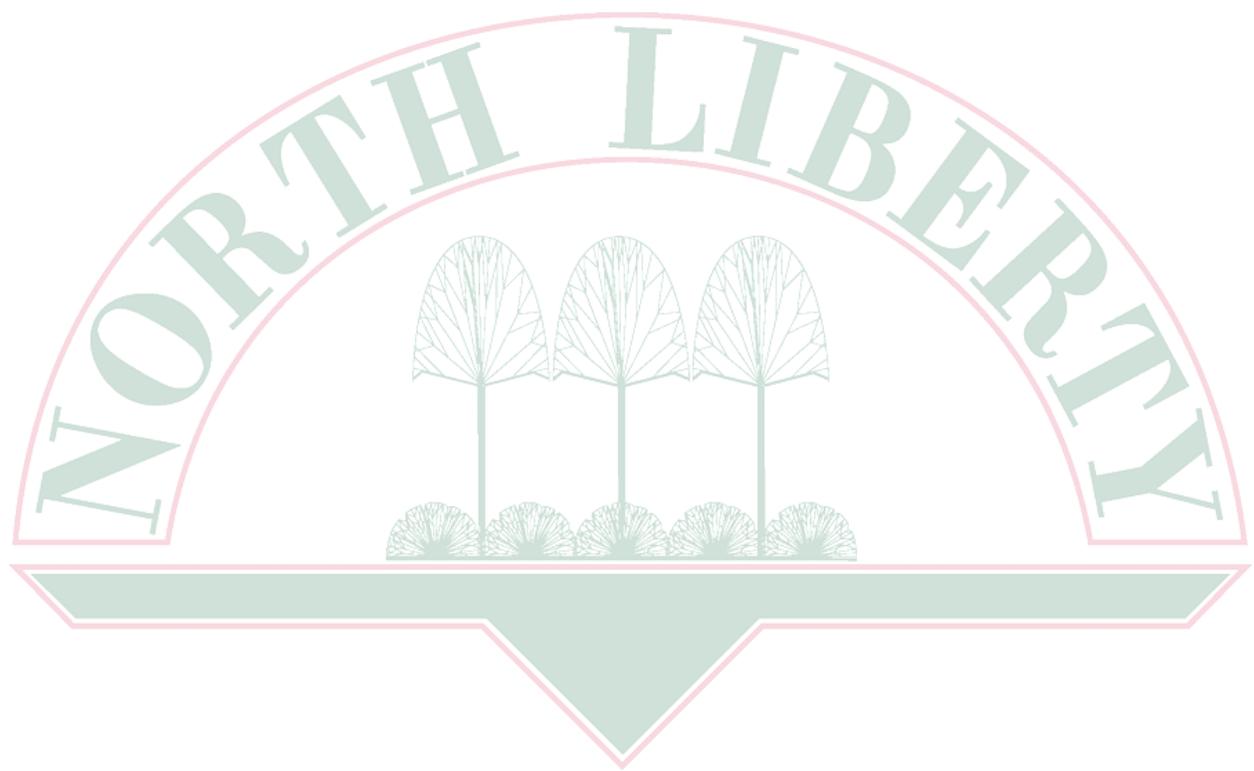
CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

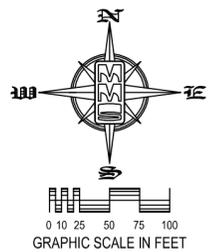
TRACEY MULCAHEY, CITY CLERK

Harvest Estates, Part 2



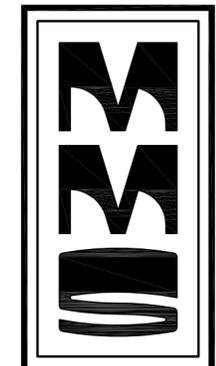
FINAL PLAT HARVEST ESTATES II, PART 3

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN
TO NORTH LIBERTY, JOHNSON COUNTY, IOWA

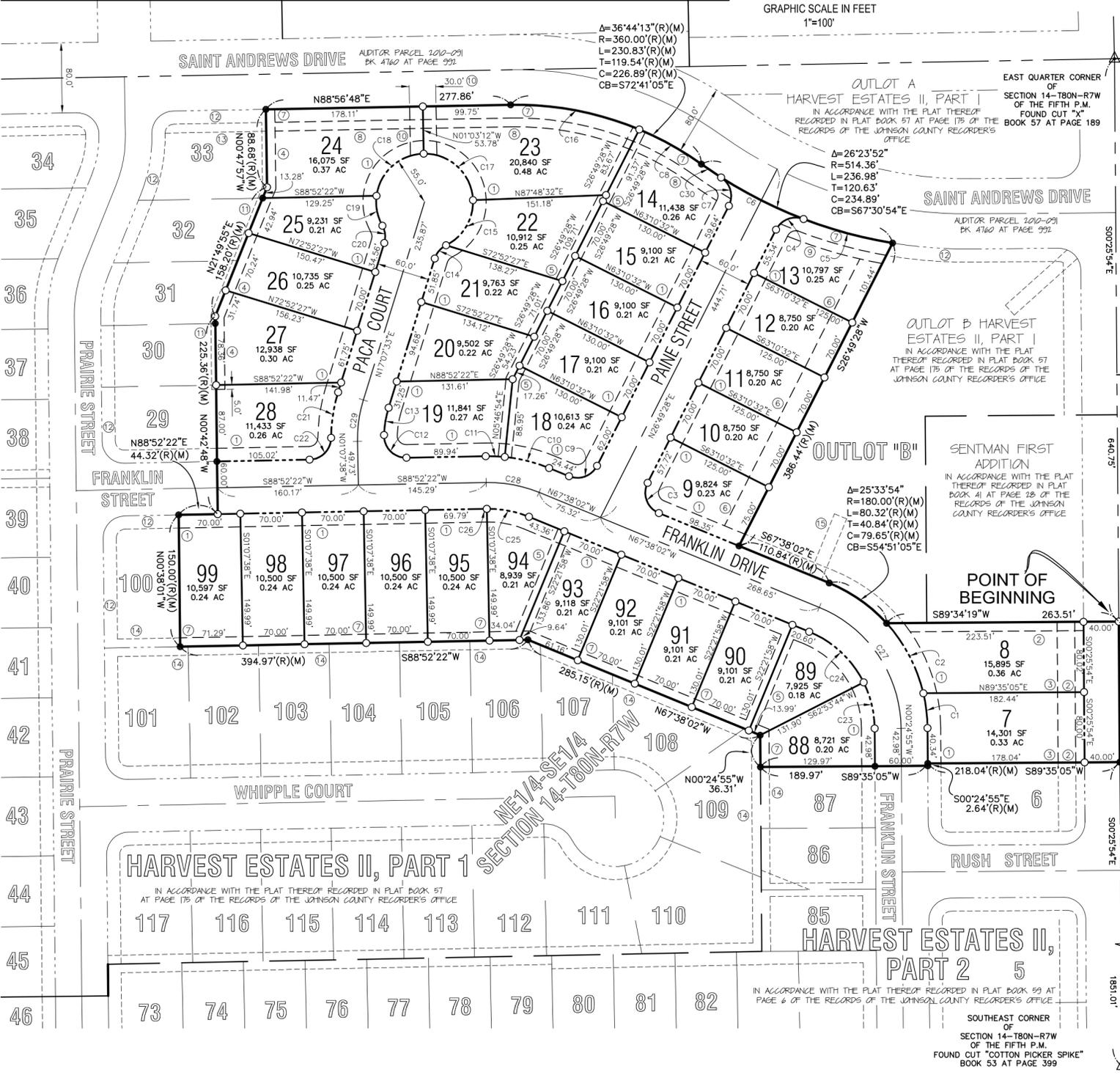


PREPARED BY AND RETURN TO: MMS CONSULTANTS, INC. 1917 S. GILBERT ST. IOWA CITY, IOWA 52240 (319)351-8282

PLAT PREPARED BY: MMS CONSULTANTS INC. 1917 S. GILBERT STREET IOWA CITY, IA 52240
OWNER/SUBDIVIDER: GLYNMOR LLC 1680 HIGHWAY 1 SUITE 2920 FAIRFIELD, IA 52556
OWNER'S ATTORNEY: JOSEPH T. MORELAND 120 EAST WASHINGTON STREET IOWA CITY, IA 52240-3924



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net



LEGEND AND NOTES

- CONGRESSIONAL CORNER, FOUND
- CONGRESSIONAL CORNER, REESTABLISHED
- CONGRESSIONAL CORNER, RECORDED LOCATION
- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- CUT "X"
- PROPERTY &/or BOUNDARY LINES
- SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

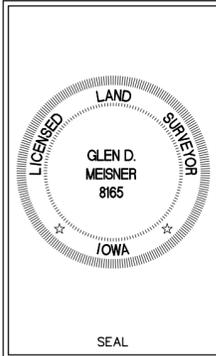
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

EASEMENT LABEL TABLE

LABEL	DESCRIPTION
1	15.0' PUBLIC UTILITY EASEMENT
2	10.0' PUBLIC UTILITY EASEMENT
3	20.0' LANDSCAPE EASEMENT
4	10.0' PUBLIC UTILITY AND DRAINAGE EASEMENT
5	15.0' PUBLIC UTILITY AND DRAINAGE EASEMENT (CENTERED)
6	25.0' DRAINAGE EASEMENT
7	15.0' PUBLIC UTILITY AND DRAINAGE EASEMENT
8	10.0' LANDSCAPE AND DRAINAGE EASEMENT
9	10.0' LANDSCAPE, DRAINAGE AND PUBLIC UTILITY EASEMENT
10	30.0' PUBLIC UTILITY AND DRAINAGE EASEMENT
11	EXISTING 5' UTILITY AND DRAINAGE EASEMENT
12	EXISTING 15' UTILITY EASEMENT
13	EXISTING 10' LANDSCAPE EASEMENT
14	EXISTING 10' PUBLIC UTILITY AND DRAINAGE EASEMENT
15	EXISTING DRAINAGE EASEMENT

DESCRIPTION - HARVEST ESTATES II, PART 3
I CERTIFY THAT DURING THE MONTH OF MARCH, 2016, AT THE DIRECTION OF GLYNMOR LLC, A SURVEY WAS MADE OF A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the East Quarter Corner of Section 14, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence S00°25'54"E, along the East Line of said Section 14, a distance of 640.75 feet, to the Southeast Corner of Sentman First Addition, in accordance with the Plat thereof Recorded in Plat Book 41 at Page 28 of the Records of the Johnson County Recorder's Office, and the POINT OF BEGINNING; Thence continuing S00°25'54"E, along said East Line, 160.03 feet, to the Northeast Corner of Harvest Estates II, Part 2, in accordance with the Plat thereof Recorded in Plat Book 59, at Page 6 of the Records of the Johnson County Recorder's Office; Thence S89°35'05"W, along the North Line of said Harvest Estates II, Part 2, a distance of 218.04 feet; Thence S00°24'55"E, along said North Line, 2.64 feet; Thence S89°35'05"W, along said North Line, 189.97 feet, to a Point on the East Line of Harvest Estates II, Part 1, in accordance with the Plat thereof Recorded in Plat Book 57 at Page 175 of the Records of the Johnson County Recorder's Office; Thence N00°24'55"W, along said East Line, 36.31 feet; Thence N67°38'02"W, along said East Line, 285.15 feet; Thence S88°52'22"W, along said East Line, 394.97 feet; Thence N00°38'01"W, along said East Line, 150.00 feet; Thence N88°52'22"E, along said East Line, 44.32 feet; Thence N00°42'48"W, along said East Line, 225.36 feet; Thence N21°49'55"E, along said East Line, 158.20 feet; Thence N00°47'57"W, along said East Line, 88.68 feet; Thence N88°56'48"E, along said East Line, 277.86 feet; Thence Southeasterly, 230.83 feet, along said East Line on a 360.00 foot radius curve, concave Southwesterly, whose 226.89 foot chord bears S72°41'05"E; Thence Southeasterly, 236.98 feet, along said East Line on a 514.36 foot radius curve, concave Northwesterly, whose 234.89 foot chord bears S67°30'54"E; Thence S26°49'28"W, along said East Line, 386.44 feet; Thence S67°38'02"E, along said East Line, 110.84 feet; Thence Southeasterly, 80.32 feet, along said East Line on a 180.00 foot radius curve, concave Southwesterly, whose 79.65 foot chord bears S54°51'05"E; Thence S89°34'19"W, along said East Line and the South Line of said Sentman First Addition, 263.51 feet, to the POINT OF BEGINNING. Said Tract of Land contains 10.89 Acres, and is subject to easements and restrictions of record.



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.

GLEN D. MEISNER, L.S. Iowa Lic. No. 8165

My license renewal date is December 31, 20__.

Pages or sheets covered by this seal:

Signed before me this ____ day of _____, 20__.

Notary Public, in and for the State of Iowa.

CURVE SEGMENT TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING	CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	12°43'45"	180.00'	39.99'	20.08'	39.91'	N06°46'48"W	C16	23°50'29"	360.00'	149.80'	76.00'	148.72'	N79°07'57"W
C2	28°55'27"	180.00'	90.87'	46.42'	89.91'	N27°36'24"W	C17	88°51'44"	55.00'	85.30'	53.92'	77.01'	N46°37'20"W
C3	94°27'30"	25.00'	41.22'	27.03'	36.70'	S20°24'17"E	C18	81°37'51"	55.00'	78.36'	47.50'	71.90'	N48°07'52"E
C4	84°08'50"	25.00'	36.72'	22.57'	33.50'	S68°53'53"W	C19	36°45'27"	55.00'	35.28'	18.27'	34.68'	N11°03'47"W
C5	11°41'08"	514.36'	104.91'	52.64'	104.72'	S74°52'16"E	C20	46°34'03"	25.00'	20.32'	10.76'	19.76'	N06°09'28"W
C6	11°42'20"	514.36'	105.08'	52.73'	104.90'	S63°10'32"E	C21	16°46'51"	180.00'	52.72'	26.55'	52.53'	N08°44'08"E
C7	84°08'50"	25.00'	36.72'	22.57'	33.50'	S15°14'57"E	C22	88°31'40"	25.00'	38.63'	24.37'	34.90'	N44°36'32"E
C8	12°53'44"	360.00'	81.03'	40.68'	80.85'	S60°45'51"E	C23	25°58'55"	120.00'	54.42'	27.68'	53.95'	N13°24'22"W
C9	85°32'30"	25.00'	37.32'	23.13'	33.95'	N69°35'43"E	C24	41°14'12"	120.00'	86.37'	45.15'	84.51'	N47°00'56"W
C10	16°35'04"	180.00'	52.10'	26.23'	51.92'	N75°55'34"W	C25	23°23'42"	120.00'	49.00'	24.85'	48.66'	N79°19'53"W
C11	6°54'32"	180.00'	21.70'	10.87'	21.69'	N87°40'22"W	C26	0°05'54"	120.00'	0.21'	0.10'	0.21'	N88°55'19"E
C12	93°10'42"	25.00'	40.66'	26.43'	36.32'	N44°32'17"W	C27	67°13'07"	150.00'	175.98'	99.69'	166.06'	S34°01'28"E
C13	15°04'29"	120.00'	31.57'	15.88'	31.48'	N09°35'19"E	C28	23°29'36"	150.00'	61.51'	31.19'	61.08'	S79°22'50"E
C14	46°34'03"	25.00'	20.32'	10.76'	19.76'	N40°24'34"E	C29	18°15'11"	150.00'	47.79'	24.10'	47.58'	S07°59'57"W
C15	65°53'04"	55.00'	63.24'	35.64'	59.82'	N30°45'04"E	C30	3°00'24"	514.36'	26.99'	13.50'	26.99'	S55°49'10"E

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

MINIMUM LOW OPENING

LOT NUMBER	ELEVATION
13-14	775.50
15	778.00
16-21	779.00
22	778.00
23	775.50
88-99	787.50

FINAL PLAT

HARVEST ESTATES II PART 3

A PORTION OF THE NE1/4-SE1/4 OF SECTION 14-T80N-R7W OF THE FIFTH P.M.

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	03-22-2016
Designed by:	KJB
Field Book No.:	1034
Drawn by:	RLW
Scale:	1"=100'
Checked by:	GDM
Sheet No.:	1
Project No.:	931001
IOWA CITY	of: 1

Resolution No. 2016-82

RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING IMPROVEMENTS FOR HARVEST ESTATES II, PART 3, NORTH LIBERTY, IOWA

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

WHEREAS, the owner, Glynmor LLC has filed with the City Clerk a final plat for the property described in Exhibit A, which is attached hereto and made a part hereof;

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

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

WHEREAS, the all Public Property Improvements, except for sidewalks, have been installed in accordance with the design standards and Municipal Code requirements of the City of North Liberty and approved through the approval of previous plats of this property.

NOW, THEREFORE, BE IT RESOLVED that the final plat of Harvest Estates II, Part 3 as shown on the exhibits and all public improvements except for sidewalks, are hereby approved and accepted.

APPROVED AND ADOPTED this 23rd day of August, 2016.

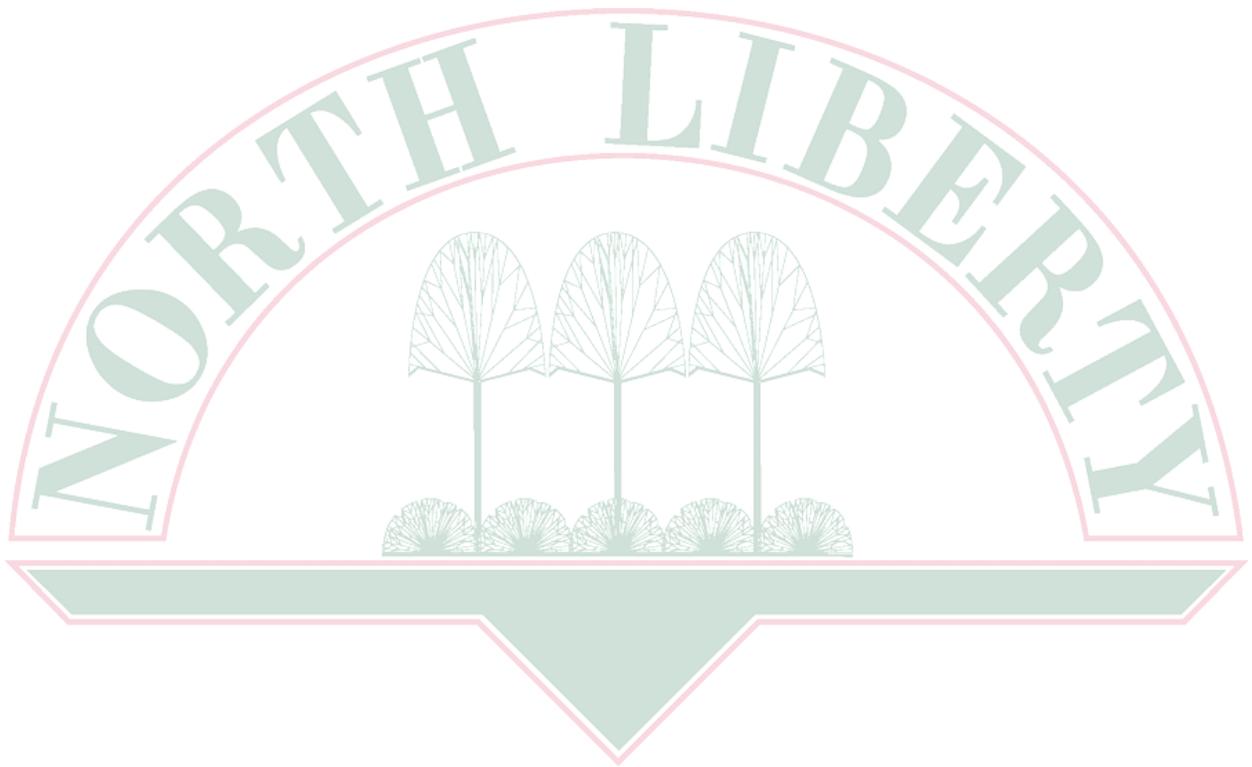
CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

Solar Agreement



Resolution No. 2016-83

RESOLUTION APPROVING THE AGREEMENTS FOR SOLAR POWER PURCHASE BETWEEN THE CITY OF NORTH LIBERTY AND SUN POWERED SOLUTIONS I, LLC FOR SOLAR INSTALLATIONS ON THE STREET MAINTENANCE FACILITY, THE PARKS SHOP AND THE FIRE STATION

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

WHEREAS, the City of North Liberty issued an RFP for solar services;

WHEREAS, Council authorized moving forward with power purchase agreements for these facilities with Sun Powered Solutions I, LLC; and

NOW, THEREFORE, BE IT RESOLVED that the agreements for Solar Power Purchase between the City of North Liberty and Sun Powered Solutions I, LLC regarding solar installations on the Street Maintenance Facility, Parks Shop and Fire Station are hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 23rd day of August, 2016.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

Water System Improvements, Phase 1



August 18, 2016

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

RE: Phase I Water System Improvements – Division I – Water Treatment Plant
3373-15A.440

Mr. Heiar:

Bids for the Phase I Water System Improvements – Division I – Water Treatment Plant project were received and opened on August 16, 2016 at 10:00 a.m. Seven (7) bids were received. The bids ranged from \$13,449,000.00 to \$15,384,200.00. The Engineer's opinion of probable construction cost for this project was \$14,270,000. Several of the bids were within 1% of the Engineer's opinion of probable cost, and all of the bids were within 8%. A bid tabulation summary is enclosed for your reference.

The low bid was approximately 6% below the engineer's cost opinion. Based on the number of bids received and the small difference among several of the lower bid amounts, we believe that the low bid represents a valid cost for the project under the present conditions. The construction documents established that the contract will be awarded to the lowest responsive, responsible Bidder whose bid is in the best interest of the Project. Portzen Construction, Inc. submitted the low bid.

To evaluate their Bid we reviewed their current projects and performance on previous projects. The company has a history of satisfactory performance on similar projects in Iowa. Portzen's recent work includes projects in Dubuque and the Iowa City area. FOX Engineering has not worked with Portzen in the last 15 years, so we have no directly applicable experience, but Shive-Hattery has worked with them on several recent successful projects. Portzen has bid FOX Engineering projects in recent years, and they continue to do the type of work involved in this project. Portzen has also completed a reverse osmosis project which included installation of a HARN R/O System.

FOX contacted Portzen to discuss their bid, schedule, and similar projects that they have completed. Portzen believes their bid is reasonable and has found no errors. Portzen believes the substantial completion date (May 15, 2018) and final completion date (August 15, 2018) will give enough time for the work to be completed.

Based on our investigation, we believe Portzen Construction Inc. has a practical knowledge of the work, adequate equipment, and supervisory personnel to complete the work. Performance of the construction work will be backed with a 100% performance and payment bond. We also believe that their proposal reasonably reflects the current bidding climate and construction cost.

Therefore, we recommend that the contract for the project be awarded to Portzen Construction Inc. We have enclosed the Notice of Award for your use. If approved, please sign and return to FOX Engineering. FOX will then prepare the contract documents and send to Portzen Construction.

Please contact us if you have any questions or comments regarding this recommendation or the project in general. Thank you.

Sincerely,
FOX Engineering Associates, Inc.

A handwritten signature in blue ink that reads "Steven J. Troyer". The signature is written in a cursive style.

Steven J. Troyer, P.E.
Project Manager

cc: Portzen Construction, Inc.
Kevin Trom, Shive-Hattery

Enclosures: Bid Tab
Notice of Award

BID TABULATION

**Phase I Water System Improvements
Division I - Water Treatment Plant
North Liberty, Iowa**

BID DATE: **August 16,2016 at 10:00 AM**

FOX PN: **3373-15A.440**

BIDDER	ENGINEER'S ESTIMATE	Portzen Construction, Inc. 205 Stone Valley Dr. Dubuque, IA 52003	Williams Brothers Construction 1200 E. Kelly Ave Peoria Heights, IL 61616	Tricon Construction Group 2245 Kerper Blvd, Ste 2 Dubuque, IA 52001	Miron Construction Co., Inc. 1471 McMahon Dr. Neenah, WI 54956
CHECK OR BID BOND					
DESCRIPTION	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
LUMP SUM	\$14,270,000.00	\$13,449,000.00	\$14,225,000.00	\$14,280,000.00	\$14,317,793.00
ADJUSTMENT PRICE NO. 1 OVER-EXCAVATION AND FILL (per CY)		\$35.00	\$35.00	\$35.00	\$40.00

BIDDER	Kleiman Construction Inc. 6205 Locust Rd Cedar Rapids, IA 52404	Knutson Construction 2351 Scott Blvd SE Iowa City, IA 52240	Rice Lake Construction Group County Road 12 Deerwood, MN 56444
CHECK OR BID BOND			
DESCRIPTION	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
LUMP SUM	\$14,362,608.00	\$14,880,000.00	\$15,384,200.00
ADJUSTMENT PRICE NO. 1 OVER-EXCAVATION AND FILL (per CY)	\$37.00	\$35.00	\$36.00

PREPARED BY:
FOX ENGINEERING ASSOCIATES, INC.
AMES, IOWA

Resolution No. 2016-84

RESOLUTION ACCEPTING THE BID AND AUTHORIZING EXECUTION OF THE CONTRACT FOR THE PHASE I WATER SYSTEM IMPROVEMENTS - DIVISION 1 - WATER TREATMENT PLANT PROJECT, NORTH LIBERTY, IOWA

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

WHEREAS, the City Council sought bids for the Phase I Water System Improvements - Division 1 - Water Treatment Plant Project;

WHEREAS, seven bidders submitted responsive bids for the project; and

WHEREAS, the lowest responsible bid was Portzen Construction, Inc. with a Lump Sum Bid Price of \$13,449,000.00; and

NOW, THEREFORE, BE IT RESOLVED that the Phase I Water System Improvements - Division 1 - Water Treatment Plant Project is authorized and the bid from Portzen Construction, Inc. is hereby accepted and approved for the project at a bid amount of \$13,449,000.00 is hereby approved as set forth therein.

BE IT FURTHER RESOLVED that the Contract between the Owner and the Contractor is approved and that the Mayor is authorized to execute said agreement.

APPROVED AND ADOPTED this 23rd day of August, 2016.

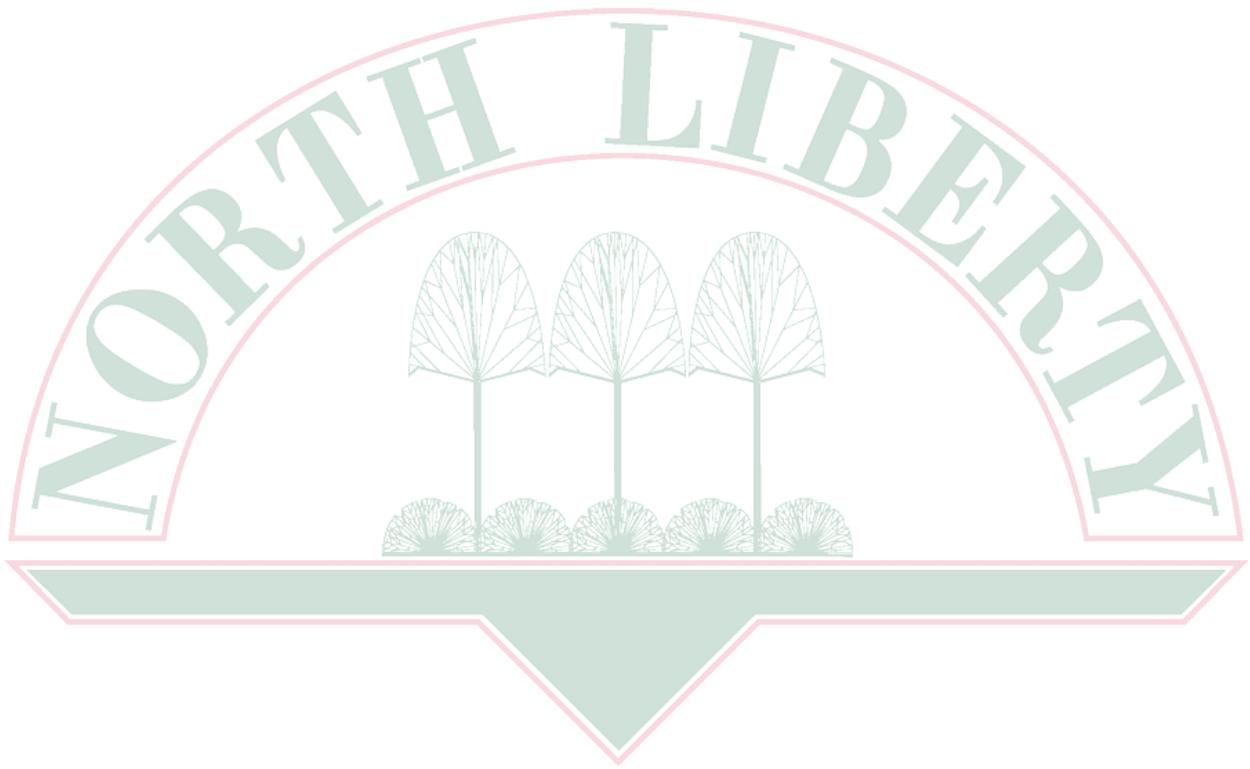
CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

Travel Policy





City of North Liberty

Travel Policy

Approved by City Council on August 23, 2016

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION

Policy

Responsibility of Department Head

Responsibility of Employee

SECTION 2 - TRAVEL AUTHORIZATION

SECTION 3 - APPROVAL OF TRAVEL AUTHORIZATION FORM

SECTION 4 - TRAVEL EXPENDITURES

Transportation

Registration

Lodging

Meals & Incidental Expense Guidelines

Miscellaneous Expenses

SECTION 5 - TRAVEL FORMS

SECTION 6 - CANCELLATION

SECTION 7 – CASH ADVANCE

SECTION 8 – MANDATORY COMPLIANCE

SECTION 1 - GENERAL INFORMATION

A. Policy

When any employee travels on behalf of the City, whether it is for a conference, meeting or seminar, the employee must seek approval prior to the event through the submission of a Travel Authorization Form. It is the expressed purpose of these policies and procedures to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. Such attendance and reimbursements of expenses are authorized in accordance with the guidelines and procedures outlined herein. It is each employee's responsibility to learn and abide by these rules.

B. Responsibility of Department Head

It will be the responsibility of the Department Head to ensure that the travel is appropriate and adequate funds are budgeted and unexpended for the estimated cost of the travel.

C. Responsibility of Employee

It will be the responsibility of each employee traveling as an official representative of the City of North Liberty to maintain sufficient documentation of expenses incurred during the trip to aid in completing the Expense Reimbursement Form.

SECTION 2 - TRAVEL AUTHORIZATION

The Travel Authorization Form must be completed and approved prior to travel. Directions for submission are noted on the form.

SECTION 3 - APPROVAL OF TRAVEL AUTHORIZATION FORM

Total dollar amounts indicated on the Travel Authorization Form determine the individual authorized to approve the request.

- \$499.99 or less must be approved by the Department Head/Supervisor.
- \$500.00 or more must be approved by the Department Head/Supervisor and the City Administrator.

SECTION 4 - TRAVEL EXPENDITURES

A. Transportation

Employees should use ground transportation to travel to destinations that are within 250 miles. Whenever possible, the employee should use a City vehicle. The Department

Head can approve private vehicle usage for day trips.

If a private vehicle is used (other than for day trips), the Department Head must approve the use and provide written approval on the Expense Reimbursement Form. Reimbursement for use of a private vehicle will be at the current IRS mileage rate. When two or more employees are traveling to the same event, carpooling is required, unless a special exception is granted by the City Administrator. If an employee chooses not to carpool, said employee will not be reimbursed for mileage expenses.

If a private vehicle is used for travel to a destination further than 250 miles, the mileage reimbursement shall not exceed the cost of economy airfare to the same destination.

An employee should be aware that the City's insurance policy will not provide coverage for travel in his/her personal vehicle.

When using air travel, all employees shall fly economy class. There are now several options for determining the lowest airfare available and making reservations for travel. It is recommended that you check various internet sites and alternate departure airports. Document the price comparisons on the Travel Authorization Form. The employee is responsible for cancelling or changing the reservations, if needed, and must notify the Department Head for approval of change or cancellation costs.

If flying, it is the employee's responsibility to select the least expensive travel method at the destination (i.e. airport shuttle, taxi, public transportation, etc.). Whenever possible, a rental car should not be used. Use of a rental car will require the approval of the City Administrator.

B. Registration

Registration expenses should be invoiced or paid with the City credit card (only when invoicing is not available) after approval has been granted and the Travel Authorization Form has been signed. No Travel Authorization Form is required for local registrations that do not require an overnight stay.

C. Lodging

Reimbursement for lodging will be limited to the minimum number of nights required to conduct City business. If the conference is held at a hotel, the employee should stay at the location of the conference. If staying at a different location, the employee must provide price comparisons and the cost to stay at a different location must be less than the cost to stay at the conference hotel.

If possible, the City credit card should be used to guarantee the room reservation and to pay the actual cost of the room.

D. Meal & Incidental Expense Guidelines

The City of North Liberty uses the rates determined by the General Services Administration (GSA) for meals and incidental expenses, therefore the amount per meal differs based upon travel location.

To determine the meal and incidental expenses that apply to your travel, visit www.gsa.gov/perdiem. There you will enter your destination city and state or zip code, and you will be given the total amount per day for meals and incidental expenses. If you click on *Breakdown of M&IE Expenses*, you will get the per meal and incidental expense breakdown.

The GSA meal per diems are reviewed and changed October 1st of each year. The rates are effective from October 1st through September 30th (federal fiscal year) of each year.

These rates apply to areas within the 48 contiguous United States. Special rates apply to Alaska, Hawaii, Guam, Puerto Rico, US Virgin Islands and foreign travel. These will be addressed on an as needed basis.

If the trip includes meals that are already paid for by the City (such as through a registration fee for a conference), the employee shall deduct those meals from the per diem. For example, the conference is in Chicago and the M&IE Expense allowance is \$74 per day. Lunch is included each day in the conference registration fee; therefore, the allowance for lunch (\$18 in Chicago) is deducted each day from the \$74 daily allowance. With approval of the City Administrator, an exception to the deduction of meals already provided may occur if:

- 1) The traveler is unable to consume the furnished meal(s) because of medical requirements or religious beliefs.
- 2) The traveler has made a reasonable effort to make alternative meal arrangements, but is unable to do so.
- 3) The traveler purchased substitute meals in order to satisfy medical requirements or religious beliefs.
- 4) The traveler is unable to take part in a furnished meal due to the conduct of official business.

On days of departure/return the allowance is prorated according to time. On the day of departure the traveler must leave prior to 6 AM to claim breakfast; 11 AM to claim lunch; and, 5:30 PM to claim dinner. On the day of return the traveler must return after 8 AM to claim breakfast; 1 PM to claim lunch; and, 7:00 PM to claim dinner. Incidental expenses will be prorated on days of departure/return.

Examples of incidental expenses include fees and tips given to baggage carriers, bellhops and hotel maids; transportation to places where meals are taken; and laundry and dry cleaning necessary while in travel status.

For non-overnight travel, the employee is not eligible for the incidental expense amount. Allowances for meals for non-overnight travel are limited to actual expenses, not to exceed the specified amounts in the GSA chart. **Detailed receipts must be submitted.** Gratuities shall not exceed 18%.

Alcoholic beverages and tobacco products are not reimbursable by the City and it is recommended that those items do not appear on receipt listings.

If meal expenses are for more than one person (e.g., hosting a business meeting), the employee shall include with the detailed receipt a list of those in attendance and their connection to City related business.

Avoid non-City related meal expenses on the City credit card (e.g., spouse meals). The employee shall ask for separate checks whenever possible.

Employees receiving a Meal & Incidental Expense allowance shall not use the City credit card for meal expenses.

E. Miscellaneous Expenses

When filling out the Travel Authorization Form, the employee shall include an accurate estimate of expenses. Miscellaneous expenses incurred while at the destination city shall be reimbursed on an actual basis. This includes taxi cabs, bus fares, parking fees, bridge and toll fees and transportation to and from the airport, train station and bus terminals. Detailed receipts are to be provided wherever possible. No personal expenses are to be submitted for reimbursement.

SECTION 5 - TRAVEL FORMS

Complete the Travel Authorization Form and submit to the Department Head for approval at least ten (10) days prior to travel.

The Expense Reimbursement Form is to be completed and submitted to the Department Head within five (5) business days of the employee's return. After five (5) business days, there will be no reimbursement for travel expenses. Directions for completion are on the Expense Reimbursement Form.

SECTION 6 - CANCELLATION

If the employee decides not to attend an approved conference, he/she shall contact the Department Head and Human Resource Director immediately. The employee shall include in the notification exactly how the City is going to be reimbursed for any registration fees (i.e. credit, 10% refund fee, etc.) If 100% refund is not possible, the employee must submit a memo to the City Administrator explaining his/her reasons for not attending. If the employee does not show proper justification, he/she may be held responsible for those expenses for which the City is unable to be reimbursed.

SECTION 7 - CASH ADVANCE

Cash advances for meals and incidental expenses, not to exceed the federal per diem rate, may be requested on the Travel Authorization Form. The request must be submitted in a timely fashion as to coincide with normal accounts payable procedures.

SECTION 8 - MANDATORY COMPLIANCE

A. Forfeiture of Claim

Failure to fully and timely comply with this policy shall result in the forfeiture of the right to reimbursement for any expenses claimed. It is expected that prudent judgment be used in approved anticipated or incurred expenses. Incurred but non-approved expenses will be the responsibility of the employee.

B. Rejection of Claim

In the event that a claim for reimbursement is rejected for failure to comply with the requirements of this policy, the decision may be appealed to the City Administrator by providing a request for review, stating why reimbursement is appropriate under the provisions of this policy.

C. Violation

Violation of this policy may constitute a basis for employee discipline, including possible termination of employment.

**CITY OF NORTH LIBERTY
TRAVEL AUTHORIZATION FORM**



Complete at least ten (10) days prior to departure.

INSTRUCTIONS: Complete SECTION 1 of this form and submit to the Department Head for completion of SECTION 2; submit to City Administrator for approval if required.

SECTION 1 – to be completed by the employee	
EMPLOYEE NAME:	DEPARTMENT:
DESTINATION AND PURPOSE OF TRAVEL: <small>(if attending a conference or seminar, please attach the agenda)</small>	
DEPARTURE DATE & TIME:	RETURN DATE & TIME:
ESTIMATED EXPENSES:	
Registration	\$ _____
Mileage (if no City vehicle is available)	\$ _____
Airfare	\$ _____
Other Transportation _____	\$ _____
Parking	\$ _____
Lodging	\$ _____
Meals	\$ _____
Other _____	\$ _____
Other _____	\$ _____
TOTAL ESTIMATED EXPENSES	\$ _____

Please attach price comparisons for airfare, other transportation, or lodging pursuant to the City's Travel Policy.

SECTION 2 – to be completed by the department head	
(CHECK ONE)	
<input type="checkbox"/> The department <u>has funds</u> available in its budget for these expenses.	
<input type="checkbox"/> The department <u>does not have funds</u> available in its budget for these expenses.	
COMMENTS:	
SIGNATURE:	DATE:

SECTION 3 – City Administrator authorization (if \$500 or more)	
SIGNATURE:	DATE:

After final approval, provide copies to:

- Department Head
- Employee

Resolution No. 2016-85

RESOLUTION APPROVING THE TRAVEL POLICY FOR THE CITY OF NORTH LIBERTY, IOWA

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

WHEREAS, City staff has reviewed and amended the existing travel policy;

WHEREAS, the amended policy is as presented is recommended by staff for approval.

NOW, THEREFORE, BE IT RESOLVED that the Travel Policy is hereby approved as set forth therein.

APPROVED AND ADOPTED this 23rd day of August, 2016.

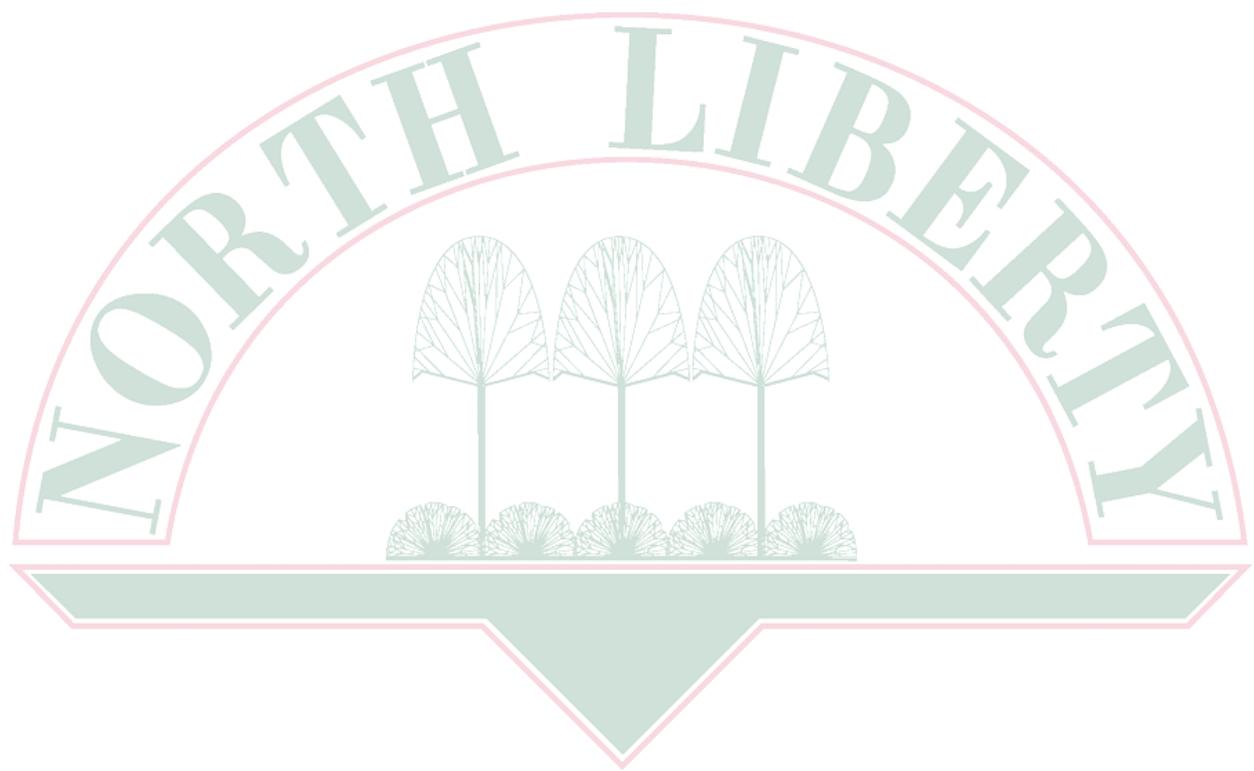
CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

Street Finance Report





Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

Report Generated

8/17/2016 2:53 PM

Fiscal Year

2016

Sheet

1 of 10

City Name
NORTH LIBERTY
City Number
5557

Cover Sheet

Now therefore let it be resolved that the city council NORTH LIBERTY, Iowa
(City Name)

On _____ did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2015 to June 30, 2016
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Tracey Mulcahey	tmulcahey@northlibertyiowa.org	3 Quail Creek Circle/P.O. Box 77	North Liberty	52317-0077
Hours	Phone	Extension	Phone(Alternative)	
7-4 M-F	319-626-5700	3196265712	319-430-0834	

Preparer Information

Name	E-mail Address	Phone	Extension
Tracey Mulcahey	tmulcahey@northlibertyiowa.org	319-626-5712	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Amy Nielsen	anielsen@northlibertyiowa.org	3 Quail Creek Circle /P.O. Box 77	North Liberty	52317-0077
Phone	Extension			
319-626-5700				

Resolution Number _____

Signature Mayor

Signature City Clerk



Form 517007 {5-2016}
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Ames, IA 50010

City Street Financial Report

Report Generated

8/17/2016 2:53 PM

Fiscal Year

2016

Sheet

2 of 10

City Name
NORTH LIBERTY
City Number
5557

Summary Statement Sheet

Column 1
Road use
Tax Fund

Column 2
Other Steeet
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

A. BEGINNING BALANCE				
1. July 1 Balance	\$798,649	\$606,302	\$0	\$1,404,951
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$798,649	\$606,302	\$0	\$1,404,951
B. REVENUES				
1. Road Use Tax	\$1,652,749			\$1,652,749
2. Property Taxes		\$0	\$2,312,565	\$2,312,565
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$2,643,496	\$0	\$2,643,496
5. Proceeds from Bonds, Notes, and Loans		\$2,368,800	\$820,000	\$9,965,000
6. Interest Earned		\$0	\$0	\$0
7. Total Revenues (Lines B1 thru B6)	\$1,652,749	\$5,012,296	\$3,132,565	\$9,797,610
C. Total Funds Available (Line A3 + Line B7)	\$2,451,398	\$5,618,598	\$3,132,565	\$11,202,561

Column 1
Road use
Tax Fund

Column 2
Other Steeet
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$878,585	\$0	\$0	\$878,585
2. Snow and Ice Removal	\$44,532	\$0	\$0	\$44,532
E. Construction, Reconstruction and Improvements				
1. Engineering	\$0	\$297,242	\$0	\$297,242
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$0	\$5,321,356	\$0	\$5,321,356
4. Traffic Services	\$0	\$0	\$0	\$0
F. Administration				
	\$0	\$0	\$0	\$0
G. Equipment				
	\$225,000	\$0	\$0	\$225,000
H. Miscellaneous				
		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$152,943	\$0	\$2,720,757	\$2,873,700
2. Bonds, Notes and Loans - Interest Paid	\$38,512	\$0	\$411,808	\$450,320
TOTALS				
K. Total Expenses (Lines D thru J)	\$1,339,572	\$5,618,598	\$3,132,565	\$10,090,735
L. Ending Balance (Line C-K)	\$1,111,826	\$0	\$0	\$1,111,826
M. Total Funds Accounted For (K + L = C)	\$2,451,398	\$5,618,598	\$3,132,565	\$11,202,561



Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

Report Generated

8/17/2016 2:53 PM

Fiscal Year

2016

Sheet

3 of 10

City Name
NORTH LIBERTY
City Number
5557

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
116---Other Cities	\$1,118.00	\$0.00
123---Various State Grants	\$1,532,463.00	\$0.00
194---General Fund Transfers	\$126,532.00	\$0.00
190---Other Miscellaneous	\$981,442.00	\$0.00
195---Tax Increment Financing (TIF)	\$1,941.00	\$0.00
Line B4 Totals	\$2,643,496.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees,bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

Report Generated

8/17/2016 2:53 PM

Fiscal Year

2016

Sheet

4 of 10

City Name
NORTH LIBERTY
City Number
5557

Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Street Improvements	106	06/30/2008	\$1,940,000	67	2018	\$730,000	\$235,000	\$27,523	\$157,450	\$18,440	\$495,000
<input type="checkbox"/>	General Obligation	Street Improvements	107	05/27/2009	\$2,425,000	91	2025	\$1,665,000	\$160,000	\$60,965	\$145,600	\$55,478	\$1,505,000
<input type="checkbox"/>	General Obligation	Street Improvements	108	09/28/2010	\$6,765,000	61	2021	\$4,800,000	\$660,000	\$95,350	\$402,600	\$58,164	\$4,140,000
<input type="checkbox"/>	General Obligation	Street Improvements	109	09/28/2011	\$5,810,000	83	2026	\$4,715,000	\$375,000	\$108,818	\$311,250	\$90,319	\$4,340,000
<input type="checkbox"/>	General Obligation	Street Improvements	110	09/28/2011	\$790,000	73	2019	\$355,000	\$85,000	\$5,568	\$62,050	\$4,065	\$270,000
<input type="checkbox"/>	General Obligation	Street Improvements	111	11/05/2013	\$1,425,000	37	2024	\$1,295,000	\$135,000	\$27,078	\$49,950	\$10,019	\$1,160,000
<input type="checkbox"/>	General Obligation	Street Improvements	112	09/28/2010	\$1,730,000	38	2020	\$750,000	\$190,000	\$21,525	\$72,200	\$8,180	\$560,000
<input type="checkbox"/>	General Obligation	Street Improvements	113	11/05/2013	\$3,540,000	100	2024	\$3,215,000	\$330,000	\$67,238	\$330,000	\$67,238	\$2,885,000
<input type="checkbox"/>	General Obligation	Street Improvements	114	10/30/2014	\$3,090,000	100	2025	\$3,090,000	\$290,000	\$61,800	\$290,000	\$61,800	\$2,800,000
<input checked="" type="checkbox"/>	General Obligation	Street Improvements	115	09/22/2015	\$9,965,000	32	2026	\$9,965,000	\$460,000	\$128,991	\$147,200	\$41,277	\$9,505,000
<input type="checkbox"/>	General Obligation	Bridge or Building	601	08/07/2007	\$3,515,000	97	2017	\$820,000	\$820,000	\$0	\$795,400	\$0	\$0
<input type="checkbox"/>	General Obligation	Bridge or Building	602	03/29/2012	\$1,815,000	100	2027	\$1,500,000	\$110,000	\$35,340	\$110,000	\$35,340	\$1,390,000
New Bond Totals					\$9,965,000	\$3,188,800	Totals	\$32,900,000	\$3,850,000	\$640,196	\$2,873,700	\$450,320	\$29,050,000



Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name
NORTH LIBERTY
City Number
5557

Report Generated

8/17/2016 2:53 PM

Fiscal Year

2016

Sheet

5 of 10

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

[Check here if there are no entities for this year](#)

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
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Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
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Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

Report Generated

8/17/2016 2:53 PM

Fiscal Year

2016

Sheet

6 of 10

City Name
NORTH LIBERTY
City Number
5557

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost /Unit	6. Rental Cost /Unit	7. Used On Project this FY?	8. Status
524	2000	FL-70 Bucket Truck	\$65,000	\$0	\$0	No	NOCH
527	2003	Ford F-250 Pick Up	\$3,000	\$0	\$0	No	NOCH
	2008	Sterling Dump Truck	\$102,183	\$0	\$0	No	TRAD
510	2000	John Deere 5410 Tractor	\$67,303	\$0	\$0	No	NOCH
506	2001	GMC Dump Truck	\$73,129	\$0	\$0	No	NOCH
	2006	Ford 1-ton truck	\$44,625	\$0	\$0	No	TRAD
501	2005	Ford F150 pickup	\$18,460	\$0	\$0	No	NOCH
513	1998	Tarrant Leaf Vac	\$13,200	\$0	\$0	No	NOCH
509	2006	Case Endloader 621D	\$118,935	\$0	\$0	No	NOCH
514	2001	Air Compressor	\$11,802	\$0	\$0	No	NOCH
	2002	Trusco Paint Sprayer	\$4,073	\$0	\$0	No	SOLD
539	2005	Speedflo Paint Sprayer	\$6,000	\$0	\$0	No	NOCH
516	1985	Platform Lift	\$9,500	\$0	\$0	No	NOCH
512	2007	Vermeer Chipper	\$25,000	\$0	\$0	No	NOCH
526C	2008	Stanley 656 Breaker	\$12,310	\$0	\$0	No	NOCH
521	2008	18" Concrete Saw	\$5,899	\$0	\$0	No	NOCH
502	2011	Ford Ranger with topper	\$22,432	\$0	\$0	No	NOCH
530	2010	Crafco Crack Sealer	\$47,351	\$0	\$0	No	NOCH
523	2012	John Deere 5115 M Tractor	\$61,661	\$0	\$0	No	NOCH



Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

Report Generated

8/17/2016 2:53 PM

Fiscal Year

2016

Sheet

7 of 10

City Name
NORTH LIBERTY
City Number
5557

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
504	2013	Ford F-550	\$74,750	\$0		\$0		No	NOCH
	2014	Case 580SNWT Backhoe	\$50,375	\$0		\$0		No	NA
505	2015	Ford F-550 Dump/Snowplow Truck	\$77,123	\$0		\$0		No	NOCH
508	2011	International Dump/Snow Plow Truck	\$150,539	\$0		\$0		No	NOCH
507	2011	International Dump/Snow Plow Truck	\$150,539	\$0		\$0		No	NOCH
511	2012	International Dump/Snow Plow Truck	\$150,538	\$0		\$0		No	NOCH
517	2015	International Elgin Whirlwind	\$226,182	\$0		\$0		No	NOCH
522	2007	Case Road Grader	\$93,850	\$0		\$0		No	NOCH
531	2012	Hurricane 4020 Leaf Vac	\$62,760	\$0		\$0		No	NOCH
523B	2012	Allied 96" Snowblower	\$28,620	\$0		\$0		No	NOCH
523C	2012	Road Groomer	\$16,500	\$0		\$0		No	NOCH
515	2009	Pace America Push Camera & Trailer	\$65,981	\$0		\$0		No	NOCH
	2004	Sterling Vac Truck	\$208,908	\$0		\$0		No	TRAD
529	2001	Dodge 2500 Pickup	\$2,000	\$0		\$0		No	NOCH
503	2006	Ford F-250	\$42,282	\$0		\$0		No	NOCH
514A	2010	Frontier AT-2T Air compressor	\$12,369	\$0		\$0		No	NOCH
518	1991	BMY by Harsco Semi tractor (military)	\$0	\$0		\$0		No	NOCH
519	1992	BMY by Harsco Dump Truck (military)	\$0	\$0		\$0		No	NOCH
520	2008	Chevrolet 1500 4X2	\$25,652	\$0		\$0		No	NOCH
525	2016	International Dump Truck	\$132,015	\$0		\$0		No	NEW



Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name
NORTH LIBERTY
City Number
5557

Report Generated
8/17/2016 2:53 PM
Fiscal Year
2016
Sheet
8 of 10

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
526	2013	Case backhoe tractor	\$50,375	\$0		\$0		No	NOCH
528	2016	Freightliner Vactor Truck	\$27,676	\$0		\$0		No	NEW



Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name
NORTH LIBERTY
City Number
5557

Report Generated
8/17/2016 2:53 PM
Fiscal Year
2016
Sheet
9 of 10

Explanation Sheet

Comments



Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name
NORTH LIBERTY
City Number
5557

Report Generated

8/17/2016 2:53 PM

Fiscal Year

2016

Sheet

10 of 10

Monthly Payment Sheet

Month	Road Use tax Payments
July	\$137,516.50
August	\$185,250.02
September	\$164,311.47
October	\$125,684.23
November	\$142,966.89
December	\$144,308.30
January	\$120,275.62
February	\$138,234.11
March	\$141,812.36
April	\$98,354.36
May	\$105,854.60
June	\$148,180.54
Totals	\$1,652,749.00

Resolution No. 2016-86

**RESOLUTION APPROVING THE CITY STREET FINANCIAL
REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2016**

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

WHEREAS, the Iowa Department of Transportation requires, as a condition for the receipt of State Road Use Tax funds, that each city submit an annual accounting of all the monies spent annually for the construction and maintenance of streets within the city;

WHEREAS, the actual expenditures of the City of North Liberty, Iowa, for its street construction and maintenance program for the fiscal period ending June 30, 2016, have been set forth in the City Street Financial Report for City; and

WHEREAS, the City council of North Liberty, Iowa, is desirous of approving said report.

NOW, THEREFORE, BE IT RESOLVED by the City Council of North Liberty, Iowa, that the City Street Financial Report for City Streets be approved and adopted.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to transmit copies of said report to the Iowa Department of Transportation as required by law.

APPROVED AND ADOPTED this 23rd day of August, 2016.

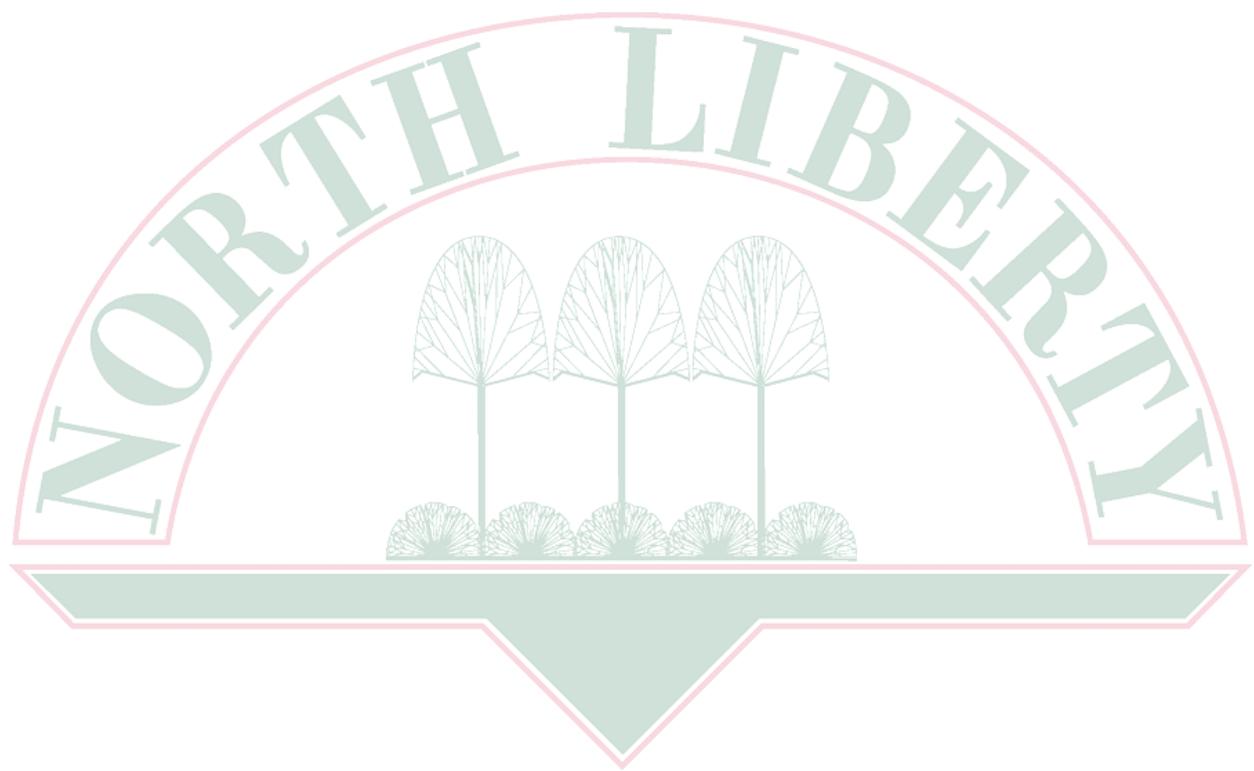
CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

Stream Gage Agreement





United States Department of the Interior
U.S. GEOLOGICAL SURVEY
Iowa Water Science Center
400 S. Clinton Street, Room 269
Iowa City, IA 52240

August 5, 2016

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

Dear Ms. Mulcahey;

Enclosed are two original copies of our Joint Funding Agreement for federal fiscal year 2017. This agreement is for the continuing support, operation and maintenance of streamgaging station 05454090 on Muddy Creek at Coralville, IA.

If this is acceptable, please sign both originals; return one signed original in the enclosed self-addressed envelope and retain the other for your records.

As per Federal regulations, work cannot be continued or started until we receive the signed agreement. Results of all work performed under this agreement will be available to the City of North Liberty and the U.S. Geological Survey for scientific analysis and publication. Work performed with funds from this agreement will be conducted on a fixed-cost basis. The City of North Liberty will be billed for their portion of this agreement. The estimated bill for this agreement will be \$2,240.00. Please note that there was no cost increase for FY17.

We appreciate your consideration of our cooperative program. If you have any questions about the work performed under this agreement, please contact Jon Nania at 319-358-3655. Questions regarding the agreement's terms, billing period or other administrative concerns may be addressed to our Administrative Officer, Jeff Henningfield, at 319-358-3650.

Kevin Richards
Director
USGS Iowa Water Science Center

Enclosures

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS

Customer No: 6000001612
Agreement No: 17EMIA000000017
Project No: NP009OL
TIN #: 42-0926682
Fixed Cost Agreement Yes No

This agreement is entered into as of the 1st day of October, 2016 by the U.S. Geological Survey, U.S. Department of the Interior, party of the first part, and the City of North Liberty, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the continuing support, operation and maintenance of streamgaging station 05454090 on Muddy Creek at Coralville, IA, hereinafter called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$ 0.00.

(a) \$ 1,495.00 by the party of the first part during the period October 1, 2016 to September 30, 2017

(b) \$ 2,240.00 by the party of the second part during the period October 1, 2016 to September 30, 2017

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
Description of the USGS regional/national program: N/A

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to ensure the required standards of accuracy subject to modification by mutual agreement.

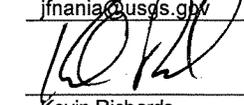
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

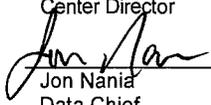
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (Form DI-1040). Billing documents are to be rendered annually in January, 2017. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

USGS Point of Contact
Name: Jon Nania
Address: 400 S. Clinton Street, Room 269
Iowa City, IA 52240
Phone: 319-358-3655
Email: jfnania@usgs.gov

By:  Date: 8/11/16
Name: Kevin Richards
Title: Center Director

By:  Date: 8/8/2016
Name: Jon Nania
Title: Data Chief

Customer Point of Contact
Name: Tracey Mulcahey
Address: City of North Liberty
PO Box 77, North Liberty, Iowa 52317
Phone: 319-626-5700
Email:

By: _____ Date: _____
Name: Tracey Mulcahey
Title: City Clerk

By: _____ Date: _____
Name: _____
Title: _____

Resolution No. 2016-87

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND THE UNITED STATES GEOLOGICAL SURVEY TO JOINTLY FUND A STREAMGAGING STATION ON MUDDY CREEK

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

WHEREAS, the City of North Liberty desires to participate in the implementation of a stream gaging station on Muddy Creek in cooperation with the City of Coralville and the City of Iowa City;

WHEREAS, on November 14, 2006, the City of North Liberty agreed to participate in the implementation of the program and fund the maintenance cost; and

WHEREAS, the estimated annual cost of the gage for the City is \$2,240 for the annual maintenance for the period of October 1, 2016 to September 30, 2017.

NOW, THEREFORE, BE IT RESOLVED by the North Liberty City Council that the City desires to participate in the funding of the ongoing maintenance of a stream gage on Muddy Creek in cooperation with the City of Coralville and City of Iowa City.

APPROVED AND ADOPTED this 23rd day of August, 2016.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

OnBase Maintenance Agreement





427 Greenfield Street NE ● Cedar Rapids, IA 52402

BUS: (319) 378-8990 ● FAX: (319) 378-8991

August 4, 2016

Tracey,

Please find the attached copy of the 2016 Software Maintenance Agreement for your OnBase Information Management System. The invoice for the 2016 Annual Maintenance will be provided separately.

Please sign and return the Software Maintenance Agreement with a check for the invoiced amount prior to September 8, 2016.

Please let me know if you have any questions about this information.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Stafford", written in a cursive style.

Todd Stafford, President
Integrated Data Products, Inc.

OnBase® Information Management System SOFTWARE MAINTENANCE AGREEMENT

This Agreement is made and entered into this 1st day of September, 2016, by and between Integrated Data Products, Inc., an Iowa Corporation with its principal offices in Cedar Rapids, Iowa ("Service Provider"), and the City of North Liberty, Iowa ("Licensee"):

RECITAL:

WHEREAS, Service Provider is an authorized reseller of Hyland Software, Inc. and has marketed to Licensee certain OnBase® Information Management System software modules of Hyland Software, Inc.;

WHEREAS, Licensee has licensed the specified software from Hyland Software, Inc. pursuant to the terms of an OnBase® End User License Agreement (as the same may be amended or modified from time to time, the "EULA"); and

WHEREAS, Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for the specified software and the delivery of generally released upgrades and enhancements with respect to such software from Hyland Software, Inc.;

NOW, THEREFORE, the parties mutually agree as follows:

1. DEFINED TERMS.

The following terms shall have the meanings set forth below for all purposes of this Agreement:

- (a) Documentation. "Documentation" means electronic on-line material, including user manuals, provided by Hyland Software, Inc. for the Software and that relate to the functional, operational or performance characteristics of the Software.
- (b) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation published by Hyland Software, Inc.
- (c) EULA. "EULA" is defined in the recitals to this Agreement.
- (d) Maintenance and Support Services. "Maintenance and Support Services" means all professional services provided under this Agreement by Service Provider.
- (e) Software. "Software" means (1) the current released version of the computer software licensed by Licensee from Hyland Software, Inc. under the EULA and as listed on Exhibit A attached hereto, and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.
- (f) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland Software, Inc. commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

2. MAINTENANCE AND SUPPORT SERVICES

- (a) Generally. Service Provider shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software that are confirmed by Hyland Software, Inc., in the exercise of its commercially reasonable judgment; and (2) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Service Provider shall undertake to report to Hyland Software, Inc. for confirmation any reported Errors promptly after receipt of proper notice from Licensee, in accordance with Section 4(c) of this Agreement and Service Provider's current Error reporting procedures. Service Provider shall perform services in an effort to correct confirmed Errors promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of 8 a.m. to 5 p.m., Central Time, Monday through Friday, excluding holidays, or as otherwise provided by Service Provider to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by internet connectivity, telephonically or both. Should Licensee experience an emergency situation outside of normal hours, Licensee may contact Service Provider 24 hours per day, 7 days per week, by calling Service Provider's regular telephone Maintenance and Support Services number and using Service Provider's cell phone after hours. Service Provider's designated support engineer on call will contact Licensee regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. Service Provider reserves the right to notify Licensee that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support Services and to terminate the provision of such Services thereafter, unless Licensee pays Service Provider for such continued after-hours Services at the rate of \$200 per hour (with a minimum charge of one hour per call). Licensee shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Licensee shall have the opportunity to terminate the call and delay Maintenance and Support Services until normal hours on the next business day. Licensee acknowledges and agrees that Service Provider and Hyland Software, Inc. require on-line access to the Software installed on Licensee's systems in order for Service Provider to provide Maintenance and Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, internet connectivity and the appropriate communications software as specified by Service Provider; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate internet connection with Service Provider and Hyland Software, Inc. to facilitate Service Provider's on-line Maintenance and Support Services.
- (b) On-Site Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(b), Service Provider may provide on-site Maintenance and Support Services at Licensee's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment. On-site Maintenance and Support Services will commence within such period of time after the request and submission of the requisite purchase order by

Licensee, not to exceed five (5) business days, as the parties shall mutually agree upon.

- (c) Improper Maintenance or Use. Service Provider is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) if the Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by Hyland Software, Inc.; (b) in connection with any Error if Service Provider (directly or through Hyland Software, Inc.) has previously provided corrections for such Error; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Hyland Software, Inc.), hardware or any system or networking utilized by Licensee; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Service Provider or Hyland Software, Inc. has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Software.

3. UPGRADES AND ENHANCEMENTS

Service Provider will provide to Licensee, in accordance with Hyland Software, Inc.'s then current policies, all Upgrades and Enhancements to the Software released by Hyland Software, Inc. during the term of this Agreement. Licensee acknowledges and agrees that Hyland Software, Inc. has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland Software, Inc.'s policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland Software, Inc. and the sole and exclusive property of Hyland Software, Inc., and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland Software, Inc.

4. LICENSEE'S RESPONSIBILITIES

- (a) Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for data loss regardless of the reasons for said loss. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.
- (b) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Service Provider, all Error corrections and Upgrades and Enhancements. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Service Provider of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.
- (c) Notice of Errors; Documentation of Errors. Licensee shall provide prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Service Provider's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Service Provider of any alleged Error. If requested by Service Provider, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Service Provider in the detection and correction of said Errors.
- (d) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as Service Provider deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. In addition, Licensee acknowledges and agrees that Hyland Software, Inc. may be retained by Service Provider to provide Error corrections or other Maintenance and Support Services directly to Licensee and, accordingly, Licensee shall provide such same access directly to Hyland Software, Inc. Such right of access and use shall be provided at no cost or charge to Service Provider or Hyland Software, Inc.

5. FEES, PAYMENTS, CURRENCY AND TAXES

- (a) Annual Maintenance Fees. Licensee shall pay to Service Provider annual maintenance fees in accordance with the Annual Maintenance Fee Schedule set forth as Exhibit A attached hereto, as the same may be changed from time to time by Service Provider upon written notice to Licensee. Licensee may submit a purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA. For the period of the first full twelve (12) months following the date Hyland Software, Inc. issues license codes for the Software to Licensee, Service Provider shall invoice Licensee for the initial annual maintenance fees simultaneously with Service Provider's invoicing of Licensee for the license fees associated with the licensing of the Software under the EULA. Thereafter, Service Provider shall invoice Licensee for subsequent annual maintenance fees at least thirty (30) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences).
- (b) Time and Materials Charges. Notwithstanding anything to the contrary, if Licensee requests (1) Maintenance and Support Services that Service Provider is not obligated to provide because of the provisions of Section 2(c), and Service Provider agrees to provide such requested Services notwithstanding the provisions of Section 2(c), (2) on-site Maintenance and Support Services in accordance with Section 2(b), or (3) any other services in the nature of Maintenance and Support Services that Service Provider is not obligated to provide, or is not obligated to provide in the manner requested, and Service Provider agrees to provide the requested Maintenance and Support Services, then in any such case Licensee agrees that such Maintenance and Support Services shall not be covered by the annual maintenance fees under Section 5(a) and Licensee agrees to pay for such Maintenance and Support Services at Service Provider's standard time and materials charges payable by end users who have not purchased a continuing Software Maintenance Agreement from Service Provider. Service Provider shall invoice Licensee for all time and materials charges hereunder.
- (c) Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Service Provider in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Service Provider, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. Service Provider shall

invoice Licensee for all incidental costs and expenses hereunder.

(d) Payments; Remedies

- (1) Annual Maintenance Fees. Licensee shall pay all invoices for annual maintenance fees in full on or before the last day of the then-current term of this Agreement.
- (2) Other Payments. Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.
- (3) Remedies. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Service Provider shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee under this Agreement, shall have been cured.
- (4) U.S. Dollars. All payments by Licensee to Service Provider shall be made in U.S. dollars.

- (e) Taxes and Governmental Charges. In addition to any and all other payments required to be made by Licensee hereunder, Licensee shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Service Provider), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. Licensee agrees to make any and all required tax payments directly to the appropriate taxing authority.

6. LIMITED WARRANTY

- (a) Limited Warranty of Services. Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Licensee's sole remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(c) or (d), incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.
- (b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.
- (c) DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

7. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL SERVICE PROVIDER OR HYLAND SOFTWARE, INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER OR HYLAND SOFTWARE, INC. HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

8. TERM, RENEWAL AND TERMINATION

- (a) Term. Subject to the early termination provisions of Section 8(b) and except as otherwise provided in Section 8(c) (3) below, the term of this Agreement shall be from September 1, 2016 through August 31, 2017.

Renewal. Renewal shall be by mutual agreement of the Licensee and Service Provider on an annual basis with the execution of a new agreement similar to this agreement.

- (b) Early Termination

- (1) Automatic. This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.

- (2) By Service Provider For Cause. Service Provider shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA or any breach of Section 3 of this Agreement, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.
- (3) By Licensee.
- (A) For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Service Provider.
- (B) For Cause. Licensee shall be entitled to give written notice to Service Provider of any breach by Service Provider or other failure by Service Provider to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Service Provider to cure the breach or non-compliance. If Service Provider has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Service Provider of the "unused portion of the annual maintenance fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance fees paid by Licensee under Section 5(a) with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.
- (C) Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider on or prior to the date payment is due under Section 5(d)(1) of Service Provider's invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.
- (4) By Either Party in Accordance with Section 9. Either party may terminate this Agreement in accordance with the procedures set forth in Section 9.

(c) Effect of Termination

- (1) Payments. Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Service Provider for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all incidental costs and expenses incurred by Service Provider at any time on or prior to the effective date of termination. All such payments shall be made in accordance with Section 5, which shall survive any such termination for these purposes.
- (2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(e), Section 6(c), Section 7, Section 8, Section 10 and Section 11. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.
- (3) Reinstatement of Agreement. In the event of the termination of this Agreement by Licensee under Section 8(b)(3) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 8(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Service Provider, together with payment in full of: (A) annual maintenance fees, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 8(a) as if the Agreement had not been terminated under Section 8(b)(4)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fee, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 8(c)(3) shall be effective as of the first business day after Service Provider has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period from the first day after the end of such first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 8(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

9. FORCE MAJEURE

No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; act of terrorism; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and,

when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 9 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 9 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

10. NOTICES

Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

11. GENERAL PROVISIONS

- (a) **Jurisdiction.** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Iowa, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Linn County, Iowa and the parties consent to the jurisdiction of such courts.
- (b) **Interpretation.** The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.
- (c) **Waiver.** No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.
- (d) **Integration.** This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.
- (e) **Binding Agreement and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Service Provider may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Service Provider. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 11(e) shall be null and void and of no force or effect.
- (f) **Severability.** In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.
- (g) **Independent Contractor.** The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.
- (h) **Third Party Beneficiary.** Licensee and Service Provider acknowledge and agree that Hyland Software, Inc. is an express third party beneficiary of this Agreement and shall be entitled to enforce this Agreement to the full extent of the law as if Hyland Software, Inc. were a party hereto. Hyland Software, Inc. shall be afforded all remedies available to any party to this Agreement under the terms hereof or under applicable law.
- (i) **Export.** Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.
- (j) **U.S. Government Restricted Rights.** The Software and Upgrades and Enhancements are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the rights in Technical Data and Computer Software clause at DFAR 252.227-7013 and the Commercial Computer Software Restricted Rights FAR 52.277-19(c)(1) and (2), as applicable. Manufacturer is Hyland Software, Inc., 28500 Clemens Road, Westlake, Ohio 44145.
- (k) **Injunctive Relief.** The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Service Provider's protection and, accordingly, Service Provider shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

CITY OF NORTH LIBERTY

LICENSEE

Business Address: 3 Quail Creek Circle
North Liberty, Iowa 52317

INTEGRATED DATA PRODUCTS, INC.

SERVICE PROVIDER

BUS: (319) 378-8990
CELL: (319) 361-1664



Approved: _____

Name: Amy Nielsen Date

Title: Mayor

By: _____ 8/4/2016

Name: Todd Stafford Date

Title: President

Attested: _____

Name: Tracey Mulcahey Date

Title: City Clerk

Resolution No. 2016-88

RESOLUTION APPROVING THE SOFTWARE MAINTENANCE AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND INTEGRATED DATA PRODUCTS INC. REGARDING ANNUAL MAINTENANCE OF THE CITY'S ONBASE RECORDS MANAGEMENT SYSTEM

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

WHEREAS, the City Council desires to enter into a software maintenance agreement for City's OnBase Records Management System;

WHEREAS, Integrated Data Products, Inc. has proposed a price of \$6,340.00; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the Software Maintenance Agreement with Integrated Data Products, Inc. setting forth the terms and conditions under which the City's OnBase Records Management System will be maintained in the City.

BE IT FURTHER RESOLVED that the Mayor or designee is hereby authorized to execute the Agreement on behalf of the City of North Liberty.

APPROVED AND ADOPTED this 23rd day of August, 2016.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

SRF – Wastewater Proceedings



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

421033-64

North Liberty, Iowa

August 23, 2016

The City Council of the City of North Liberty, Iowa, met on August 23, 2016 at ____
o'clock __.m., at the _____, in the City. The Mayor presided and the roll was
called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next
set out, setting a date for hearing on a loan and disbursement agreement, and moved its
adoption, seconded by Council Member _____; and after due consideration
thereof by the City 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 hereinafter set out.

•••••

At the conclusion of the meeting, and upon motion and vote, the City Council
adjourned.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2016-89

RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON A SEWER REVENUE IMPROVEMENT AND REFUNDING LOAN AND DISBURSEMENT AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$22,337,000

WHEREAS, the City of North Liberty (the “City”), in Johnson County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer 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 “Series 1998 Bond Resolution”), the City has previously issued its Sewer Revenue Bonds, SRF Series 1998A and SRF Series 1998B, dated March 23, 1998 (the “Series 1998 Bonds”), in the aggregate principal amount of \$4,572,000, a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2007 Bond Resolution”), the City has also previously issued its Sewer Revenue Bond, SRF Series 2007, dated August 23, 2007 (the “Series 2007 Bond”) in the aggregate principal amount of \$5,271,000, a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2008 Bond Resolution”), the City has also previously issued its Sewer Revenue Bond, SRF Series 2008, dated August 6, 2008 (the “Series 2008 Bond”) in the aggregate principal amount of \$3,250,000, a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2008C Bond Resolution”), the City has also previously issued its Sewer Revenue Bonds, Series 2008C, dated September 15, 2008 (the “Series 2008C Bond”) in the aggregate principal amount of \$1,550,000, a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2014A Bond Resolution” and, together with the Series 1998 Bond Resolution, the Series 2007 Bond Resolution, the Series 2008 Bond Resolution and the Series 2008C Bond Resolution, the “Outstanding Bond Resolutions”), the City has also previously issued its Sewer Revenue Refunding Bonds, Series 2014A, dated April 23, 2014 (the “Series 2014A Bonds” and, together with the Series 1998 Bonds, the Series 2007 Bond, the Series 2008 Bond and the Series 2008C Bond, the “Outstanding Bonds”), in the aggregate principal amount of \$1,315,000, a portion of which remain outstanding; and

WHEREAS, pursuant to the Outstanding Bond Resolutions authorizing the issuance of 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 has also previously issued its \$20,911,000 Taxable Sewer Revenue Bond, SRF Series 2016, dated March 4, 2016 (the "Series 2016 Bond") to the Iowa Finance Authority (the "Lender"), a portion of which currently remain outstanding; and

WHEREAS, pursuant to the resolution (the "Series 2016 Bond Resolution") authorizing the issuance of the Series 2016 Bond, the City reserved the right to call the Series 2016 Bond for early redemption, subject to the conditions set forth in the Series 2016 Bond Resolution; and

WHEREAS, the City will undertake the construction of a water resource restoration project (the "Project"); and

WHEREAS, the Lender has agreed to provide financing for the Project by refinancing the Series 2016 Bond, increasing its principal amount and decreasing the interest rate thereon; and

WHEREAS, the City now proposes to enter into an amended Sewer Revenue Loan and Disbursement Agreement (the "Agreement") with the Lender and to borrow money thereunder in a principal amount not to exceed \$22,337,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (1) refinancing the Series 2016 Bond, and (2) constructing the Project, and it is now necessary to fix a date of meeting of the City 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. The City Council shall meet on September 13, 2016, at the Council Chambers, North Liberty, Iowa, 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 date of said 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 PUBLIC HEARING ON ENTERING A LOAN AND
DISBURSEMENT AGREEMENT AND BORROW MONEY IN A PRINCIPAL
AMOUNT NOT TO EXCEED \$22,337,000

(SEWER REVENUE)

The City Council of the City of North Liberty, Iowa, will meet on September 13, 2016, at the Council Chambers North Liberty, Iowa, at 6:30 p.m., for the purpose of holding a public hearing on the proposal to enter into a loan and disbursement agreement (the "Agreement") and borrow money thereunder in a principal amount not to exceed \$22,337,000 for the purpose of paying the cost, to that extent, of (1) refinancing the City's SRF Taxable Sewer Revenue Bond, SRF Series 2016, dated March 4, 2016; and (2) undertaking the construction of a water resource restoration project.

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 Sewer Revenue Bonds, SRF Series 1998A and SRF Series 1998B, dated March 23, 1998; Sewer Revenue Bond, SRF Series 2007, dated August 23, 2007; Sewer Revenue Bond, SRF Series 2008, dated August 6, 2008; Sewer Revenue Bonds, Series 2008C, dated September 15, 2008; Sewer Revenue Refunding Bonds, Series 2014A, 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 Sanitary Sewer System of the City.

At that 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.

Tracey Mulcahey
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 23rd day of August, 2016.

CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF JOHNSON
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for a hearing on the City Council's proposal to take action in connection with a loan and disbursement agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2016.

TRACEY MULCAHEY, CITY CLERK

FINANCIAL CERTIFICATE:

STATE OF IOWA
 COUNTY OF JOHNSON
 CITY OF NORTH LIBERTY

SS:

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:

Date	Type	Principal Amount Outstanding	Maturity
03/23/1998	Sewer Revenue Bond, Series 1998A	\$69,000	12/01/2018
03/23/1998	Sewer Revenue Bond, Series 1998B	\$757,000	12/01/2018
08/23/2007	Sewer Revenue Bond, Series 2007	\$4,391,000	06/01/2027
08/06/2008	Sewer Revenue Bond, Series 2008	\$2,037,000	06/01/2028
09/15/2008	Sewer Revenue Bonds, Series 2008C	\$745,000	06/01/2023
04/23/2014	Sewer Revenue Refunding Bonds, Series 2014A	\$1,100,000	06/01/2025

(Attach here a separate sheet listing any other 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	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
Ending 2015	\$3,514,226.43	\$1,147,065.66	\$2,367,160.77
2016	\$3,860,949.17	\$1,206,807.63	\$2,654,141.54_

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 projected annual earnings and annual operating expenses for the fiscal year 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	\$ _____	\$ _____	\$ _____

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

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
Tracey Mulcahey,	City Clerk
Ryan Heiar,	City Administrator
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 Sanitary Sewer System (the "Utility"), and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying sanitary sewer 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

PUBLICATION CERTIFICATE:

(PLEASE NOTE: 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 City of North Liberty, do hereby certify that pursuant to the resolution of the City 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.

City Clerk

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

August 19, 2016

VIA EMAIL

Tracey Mulcahey
City Clerk/City Hall
North Liberty, IA

Re: North Liberty, Iowa
2016 SRF Water Resource Restoration Project Financing

Dear Tracey:

The purpose of this letter is to explain our role as bond counsel for the City of North Liberty's (the "City") proposed Water Resource Restoration Project (the "Project") to be financed through the Iowa Finance Authority and its State Revolving Fund loan program. It is our understanding that the City will refinance its existing Taxable Sewer Revenue Bond, SRF Series 2016, dated March 4, 2016 with the Iowa Finance Authority and issue a new bond (the "Bond Issue") to reflect additional principal for the undertaking of a water resource restoration project and then reduced interest rate.

As bond counsel, it will be our responsibility to coordinate activity and legal proceedings necessary to enable the City to authorize the Bond Issue. To accomplish this, we will prepare appropriate resolutions, notices, agreements and certificates, consult with the City's municipal financial advisor and undertake such additional duties as required by state law and the circumstances. At closing of the Bond Issue, if the conditions are right, we will provide a written legal opinion that the bonds are valid and binding obligations of the City.

In performing our services as bond counsel, our sole client will be the City of North Liberty. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City.

Based upon (i) our current understanding of the terms, structure, size and schedule of the Project and its financing; (ii) the duties we will undertake; (iii) the time we anticipate devoting to the representation; and (iv) the responsibilities we assume; we estimate that our fees and expenses related to the Bond Issue will not exceed \$12,500.

Page 2

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and either fax an executed copy of this letter to our office at (515) 283-1060 or scan and email an executed copy to lemke.susan@dorsey.com. If you have questions, please call Amy Bjork or me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,


John P. Danos

JPD/sl

I understand and agree to the arrangements stated above.

CITY OF NORTH LIBERTY, IOWA

BY: _____
Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Resolution No. 2016-90

RESOLUTION APPROVING THE ENGAGEMENT LETTER BETWEEN THE CITY OF NORTH LIBERTY AND DORSEY & WHITNEY LLP REGARDING BOND COUNSEL SERVICES FOR THE 2016 SRF WATER RESOURCE RESTORATION PROJECT FINANCING

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

WHEREAS, the City Council desires to enter into a an agreement with Dorsey & Whitney LLP for bond counsel services for the 2016 SRF Water Resource Restoration Project Financing;

WHEREAS, Dorsey & Whitney LLP has proposed a not to exceed estimate of \$12,500; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the engagement letter with Dorsey & Whitney LLP setting forth the terms and conditions under which bond counsel services will be provided for the 2016 SRF Water Resource Restoration Project.

BE IT FURTHER RESOLVED that the Mayor or designee is hereby authorized to execute the Agreement on behalf of the City of North Liberty.

APPROVED AND ADOPTED this 23rd day of August, 2016.

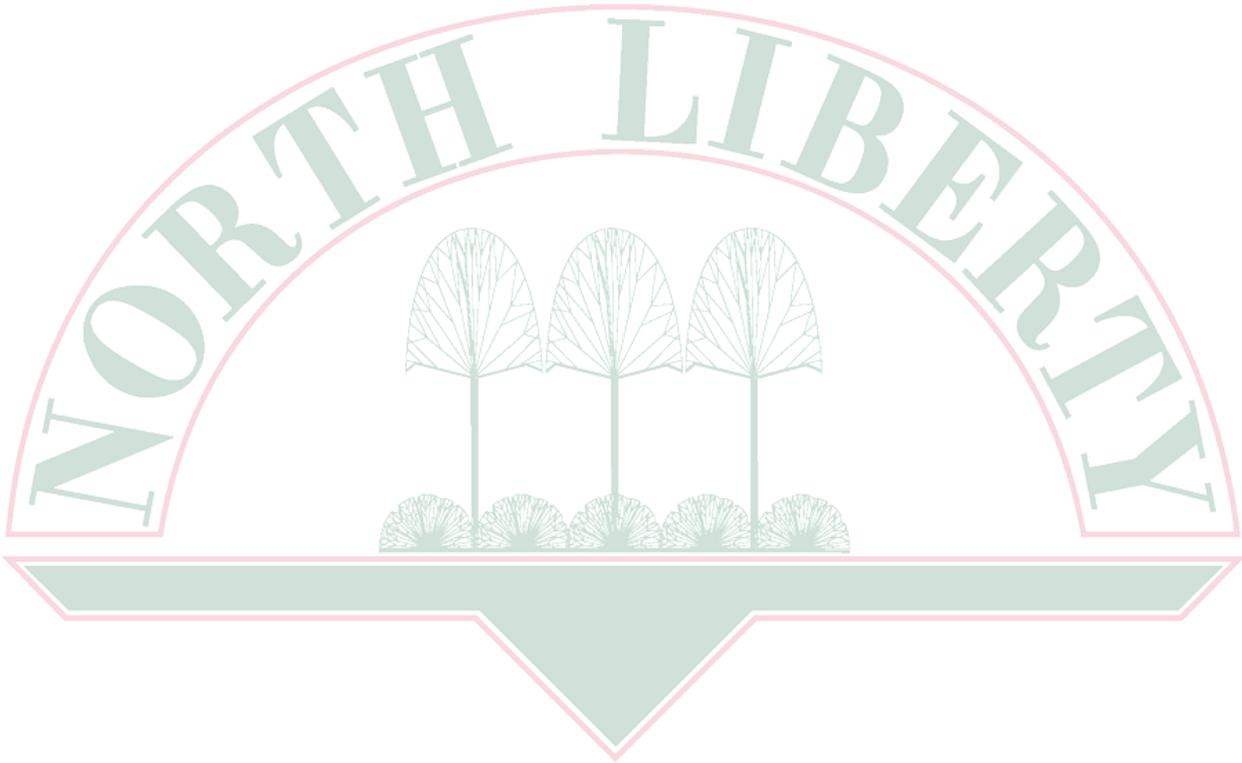
CITY OF NORTH LIBERTY:

ATTEST:

AMY NIELSEN, MAYOR

TRACEY MULCAHEY, CITY CLERK

Additional Information



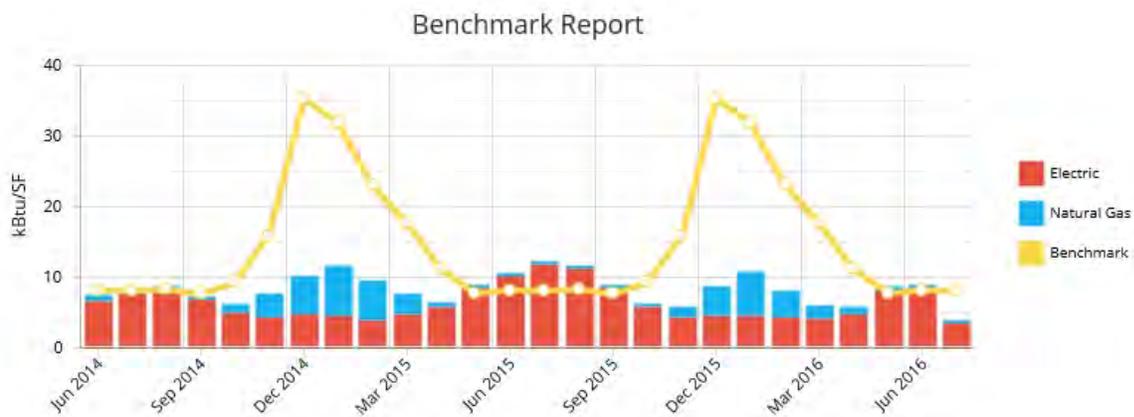


Quarterly Sustainability Report August 2016

This report provides a summarization of the improvements implemented in each department as a result of participation in the City Energy Management Program. All City buildings were subjected to an energy audit. The most cost effective projects were identified and implemented. Each quarter, Council will be provided with a status report on the implementation of these projects. On the included graphs, electric usage is designated in red and natural gas is blue. The yellow benchmark line represents the expected usage based on the type of use of the facility. The benchmark is basically an average of other buildings of similar usage to compare North Liberty’s building. The software used to generate the charts is called B3 Benchmarking. City staff has been entering data on gas and electric use since 2008.

Police Department

The Police Department has changed all of the interior and exterior lighting to LED lights. The Department is working to increase awareness of energy use through the shutting off of lights and computers when not in use.



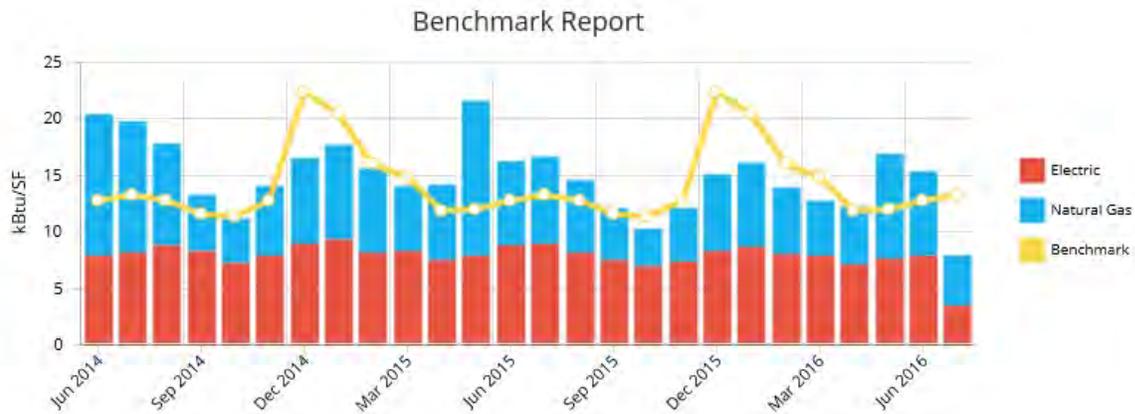
This chart represents the historical view of gas and electric usage in the police department. The chart is not normalized for weather. Electric use in the most recent months is less than it was for last year at that time.

Library

The Library has started using all natural cleaning products. The Library has ordered all the necessary LED bulbs to replace all bulbs throughout the library area and staff workroom. Staff is seeking estimates to change out the main hallway lights including the replacement of ballasts.

Community Center

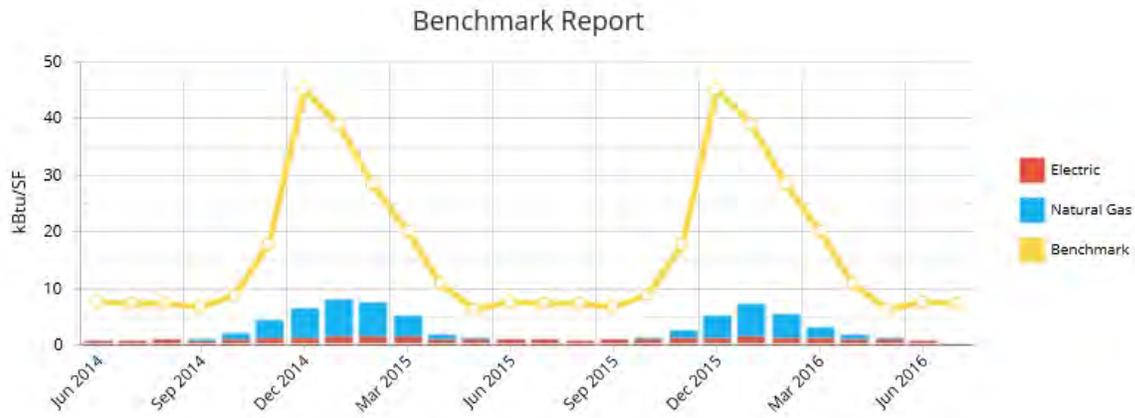
The Community Center has installed ceiling fans in the cardio area, upper aerobics room and the concessions area of the pool. Staff continues to replace lightbulbs with LED.



A review of the above chart shows the reduction in energy use from the year previous. This chart is not normalized for weather. Natural gas usage decreased in May and July from previous years. The use of the liquid pool cover is effective.

Streets Department

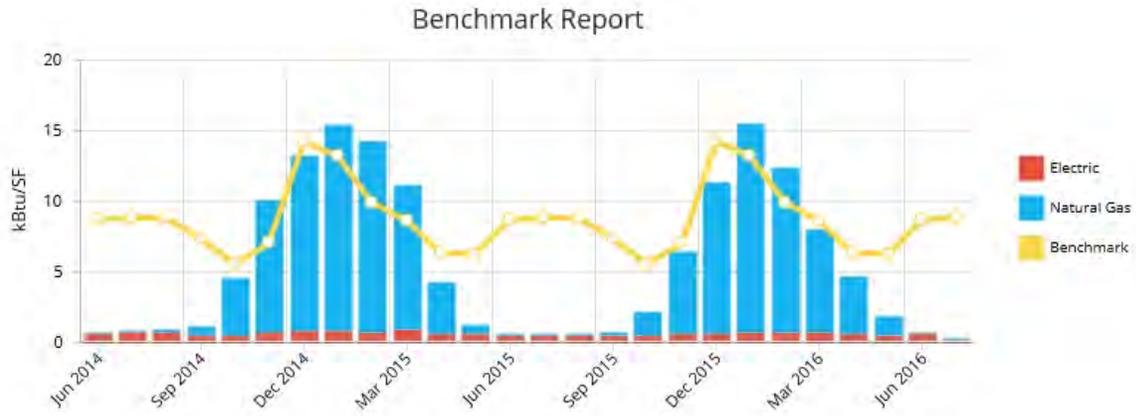
No updates were made this quarter.



This building, being newer construction, has a very low energy usage. The difference between the benchmark and actual use is significant.

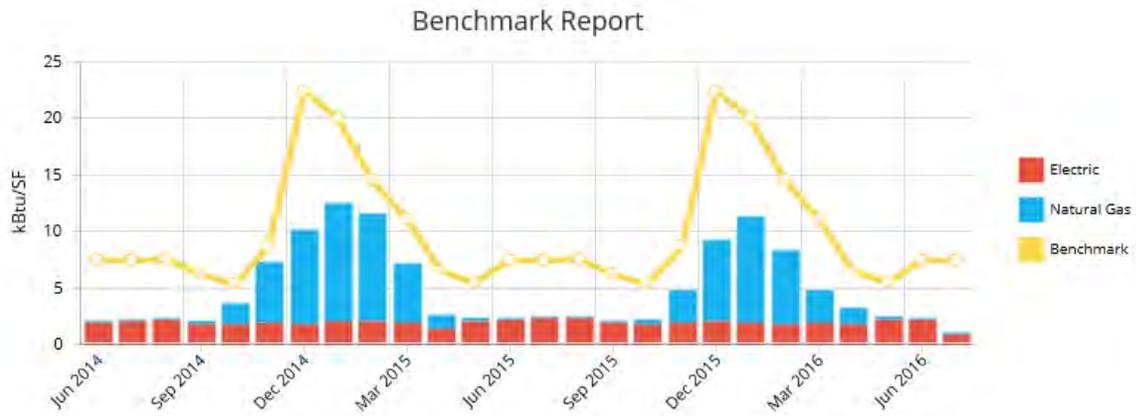
Parks Department

The Parks Department replaced an intermittent/faulty thermostat in the shop area.



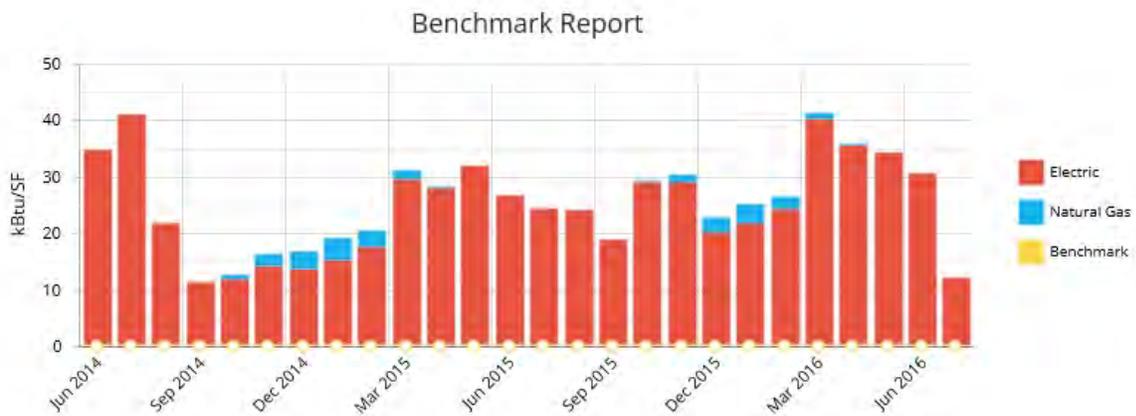
The Parks Department has an older facility. Their usage, even though minor, has been reduced.

Fire Department



Water Department

The usage shown in the chart below is operational, not just building functions. As water consumption increases, energy consumption increases. The software used for this process does not benchmark operational functions.



Wastewater Department

The usage shown in the chart below is operational, not just building functions. As water consumption increases, energy consumption increases due to the increased sewer demand. The software used for this process does not benchmark operational functions. The Wastewater Department has replaced 295 lights with LED lights.



Weather normalization affects many of the utility uses. Unfortunately, this software does not have weather normalization functionality at this time.

Other Sustainability Achievements

Blues and BBQ went green this year, composting and recycling at the event. Planning committee member Jennie Garner worked with several people to design a system that we hope will decrease waste being taken to the landfill and therefore reduce the footprint we create. Thanks to the sponsorship and partnership of local businesses, EcoCare (Coralville) and Johnson County Refuse (North Liberty), vendors are now required to use compostable service products (plates, utensils, and even beer cups are compostable). Bins for compost and recycle will have a place next to trash bins throughout the event grounds. The eco-team volunteers will wear special green t-shirts and some volunteers will be stationed near bins during the day to educate event goers about composting and recycling while others are collecting the bags from the bins to be sure they are disposed of properly.

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

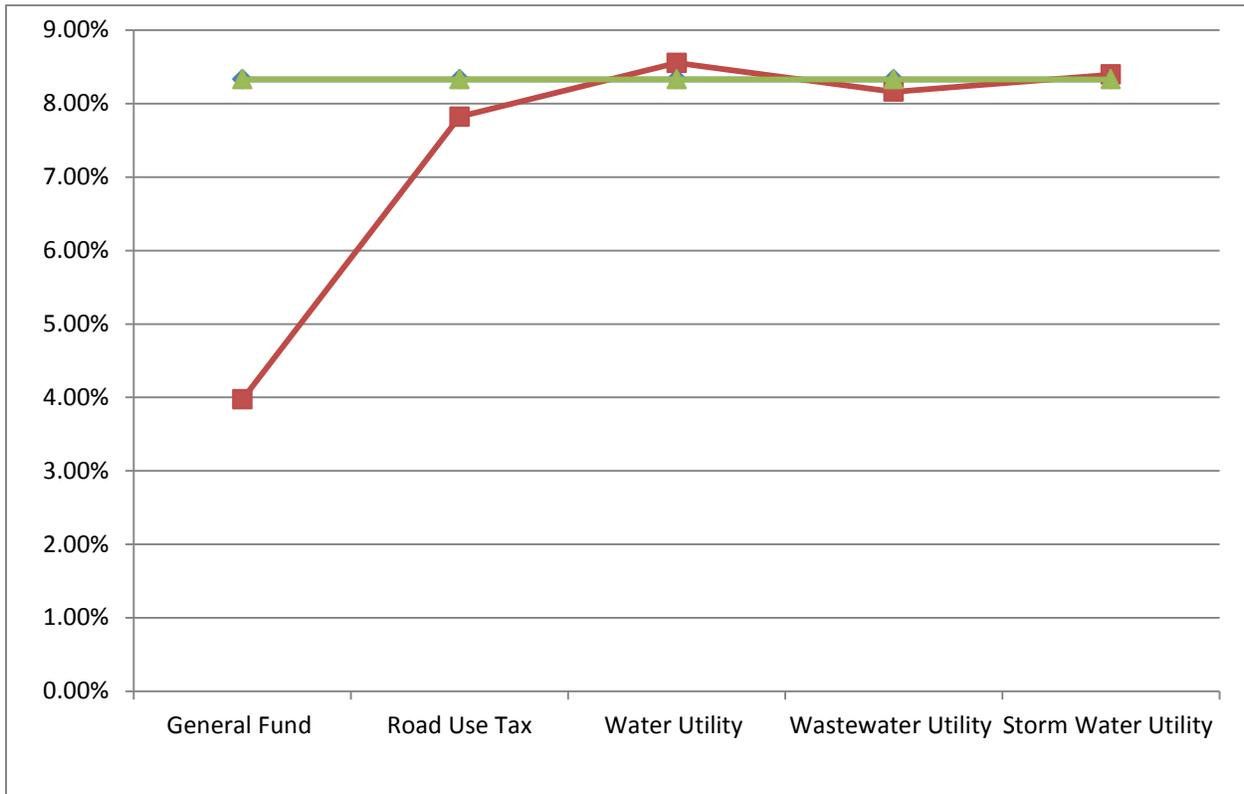


Monthly Report Summarization

July 31, 2016

This report provides a summarization of the budget status after the end July, 2016. At the end of July, the City is 8.33% 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.

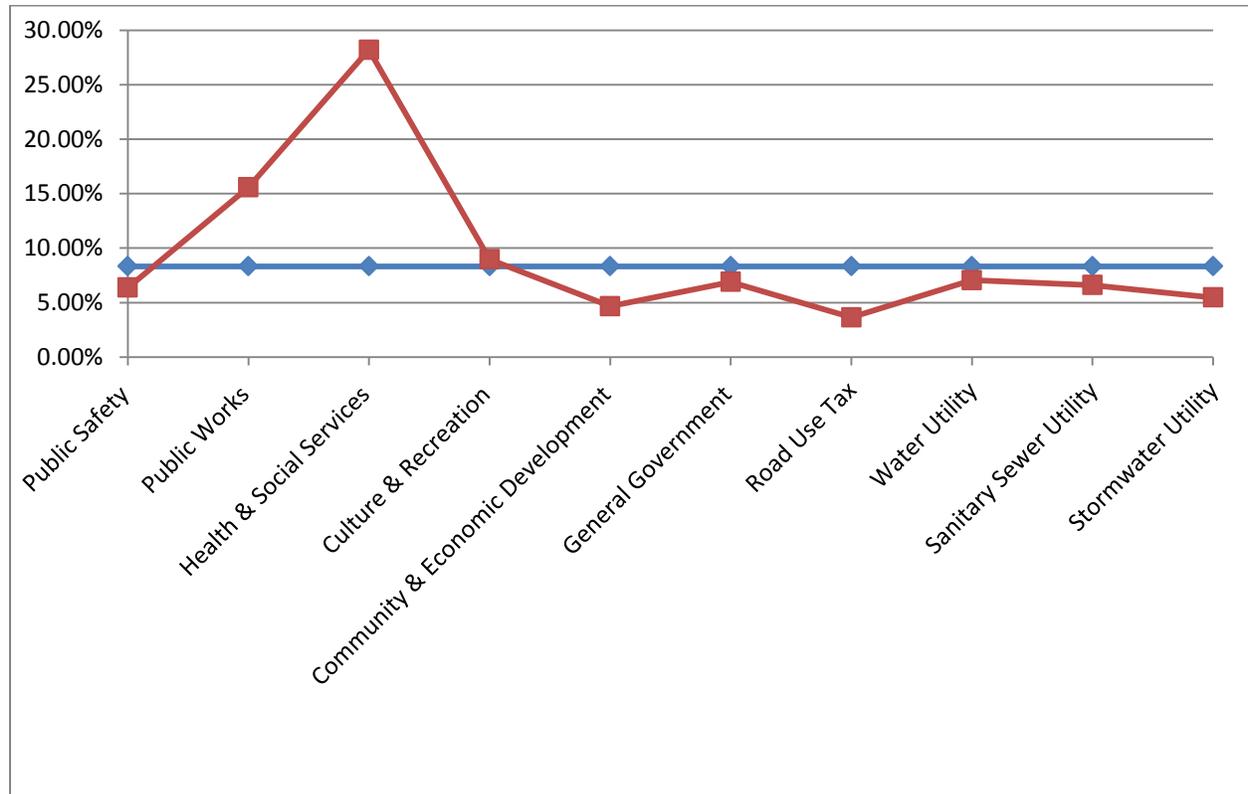
Revenues: The following chart demonstrates the condition of the City's budgeted revenues as of July 31, 2016:



- This chart represents the historical view at the end of July. The City will receive the first half of the property tax revenue in October and the second half in April.

Overall revenues for the year to date are \$2,602,519.56, 4.23% of the budgeted amount. This amount is less than the budgeted mark. Property tax revenues will bring this number in line with projected amounts.

Expenditures: The following chart demonstrates the condition of the City’s budgeted expenditures as of July 31, 2016:



- Health and Social Service expenses are higher due to the payment to the Food Pantry and the School Family Resource Centers.
- Public works is higher than expected due to the volume of garbage sticker and bin costs paid in July.

Year to date total expenditures are \$4,236,120.02 or 7.02% of the projected budget amounts. This amount is less than the 8.33% of the fiscal year completed due to expenditures not happening in the first month of the fiscal year.

Following is the Treasurer’s Report for July. 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 \$3,389,262.84. 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

July 31, 2016

FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	07/01/2016			07/31/2016
GENERAL	6,394,527.57	461,666.45	-1,074,533.47	5,781,660.55
SPECIAL REVENUE	2,635,820.95	149,376.07	-62,584.52	2,722,612.50
DEBT SERVICE	258,231.57	6,638.21		264,869.78
CAPITAL PROJECTS	-1,043,718.40	10.47	-1,251,215.77	-2,294,923.70
WATER ENTERPRISE	4,050,401.66	391,927.77	-482,038.35	3,960,291.08
WASTEWATER ENTERPRISE	840,810.46	1,574,534.29	-1,355,332.83	1,060,011.92
STORM WATER ENTERPRISE	122,072.00	15,956.76	-10,470.00	127,558.76
TOTAL	13,258,145.81	2,600,110.02	-4,236,174.94	11,622,080.89

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



For our 10th year, **expectations were high.**

Blues & BBQ is “**a next level festival,**” The Gazette’s

preview boasted. The pitmasters were hungry with anticipation: “I’m so excited,”

one told the local paper the week before. “**I wish it was here this weekend.**” Twitter

buzzed with excitement over headliner St. Paul & the Broken Bones: “Hey, Eastern Iowa, **you’ve hit the jackpot.**”

We made good on those expectations.

With **15,000 attendees**, our largest audience to date, descending on Centennial Park in the mid-80s on July 9, and the help of **300 volunteers**, we saw our pitmasters serve about **\$100,000 in barbecue** and other food (and a literal ton was composted or recycled). We poured nearly **10,000 pints** of Iowa-made craft beer, including some special summer options available only at Blues & BBQ and this week at the Iowa State Fair. About 1,000 kids dared to take a plunge on our **giant 35-foot-tall slide** — perhaps the most intense ride we’ve ever offered at Blues & BBQ — and hundreds more loved putting handprints all over a North Liberty police car. Guests loved celebrating the arts with Kevin Burt playing all day in the beverage garden and four regional blues-inspired favorites on the main stage. And we drew in **music lovers from across Iowa and out of state** to experience the headliner. In a post-event survey, **91% rated Blues & BBQ good or great.**

“**It was an awesome time,**” wrote Rachael Bedell, summing up her day. “The atmosphere was great, the food options were endless, the beer selection was on point, and the music was **perfection.**”

This wonderful day of community and the arts in the heart of Iowa’s Creative Corridor is only possible with your help.

Thank you for supporting our first 10 years. **Here’s to a few decades more.**

Nick Bergus, Chair,
North Liberty Blues & BBQ



Television

- 2,840 showings of our 30-second ad in June and July
- 828 showings statewide on Aureon's network
- 808 showings on ImOn in the Cedar Rapids market
- 638 showings on USA Communications in Linn, Benton and Delaware counties
- 432 showings South Slope in North Liberty, Coralville and surrounding communities
- 134 showings KGAN and KFXA, covering the Cedar Rapids, Iowa City, Waterloo and Dubuque market
- Interviews on KCRG, KGAN and KFXA

Print

- 5,000 handbills distributed in high-traffic areas throughout North Liberty, Iowa City, Coralville and Cedar Rapids
- 400 posters hung in high-traffic areas throughout North Liberty, Iowa City, Coralville and Cedar Rapids
- 2 full-color fortnightly full-page ads in Little Village magazine
- 2 full-color half-page ads in the Summer of the Arts guides for the Iowa Arts and Jazz festivals
- 8 full-color weekly section fronts in The North Liberty Leader
- 6 full-color weekly section fronts in The Solon Economist
- 2 full-color monthly section fronts in the North Johnson County newspaper
- 1 full-color cover in Linn County Blues Society's Bluespaper
- Inclusion in the City of North Liberty's newsletter
- Previews in The Gazette, North Liberty Leader, Press-Citizen and Little Village

Billboards

- Interstate 380 in Cedar Rapids at mile market 28A from June 15 to July 9
- Intersection of Collins Road and C Avenue in Cedar Rapids, from June 10 to July 9

TOP LEFT: A young attendee is all smiles as he takes a break in the shade.

TOP CENTER: Pitmasters offer slow-cooked burnt ends and other barbecue specialties all day long.

FAR RIGHT: Paul Janeway, lead singer of St. Paul & The Broken Bones, gets down.

MIDDLE CENTER: The beverage garden was full of friends.

BOTTOM LEFT: We served nearly 10,000 pints of craft beer with the help of a legion of volunteers.

BOTTOM MIDDLE LEFT: Hector Anchondo again thrilled a blues-loving crowd.

BOTTOM MIDDLE RIGHT: The EverydayArts Pavilion offered kids hands-on activities in the shade.

BOTTOM RIGHT: A 35-foot-tall slide is hard to miss.





Digital

- 5 weekly e-mail announcements to 2,078 contacts
- 4,500 recipients of a push notification through Little Village magazine's phone apps
- 21,000 web ad impressions on Little Village magazine's website
- 2 banner placements in The Weekender email to 6,000 contacts
- 169,086 28-day total reach on Facebook on July 9
- 11,200 Twitter impressions in July
- 731 total uses with 24,598 views of our custom Snapchat filter
- 5,467 web ad impressions on the City of North Liberty's website
- 10,661 unique users on North Liberty Blues & BBQ's website in July

Radio

- 149 underwriting announcements on Iowa Public Radio
- 78 30- and 60-second ads on KCJJ
- 6 interviews on KCJJ and KXIC

Miscellaneous

- 100 yard signs throughout North Liberty
- 10-foot by 3-foot banner at the North Liberty Community Center
- 10-foot by 3-foot banner the North Liberty Aquatics Center

At the event

- 10-foot by 3-foot banner at event entrance
- 10-foot by 3-foot banner at information and volunteer check-in center
- 300 volunteers wearing event T-shirts
- 12 mentions from the main stage between sets

TOP LEFT: Ribs. We ate lots of ribs.

TOP CENTER: Music and sunshine were plentiful in Centennial Park.

TOP RIGHT: A beer and the blues leads to some toe tapping.

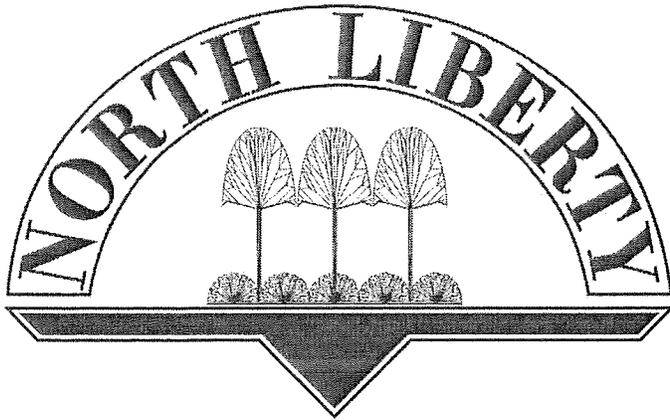
MIDDLE RIGHT: An estimated 15,000 guests came out, many to spend time listening to music and having a drink with friends.

MIDDLE LEFT: Cynful Smokers' ribs took home the hardware.

BELOW LEFT: Kevin Burt spent the day playing under the tent after he left the main stage.

BELOW RIGHT: St. Paul & The Broken Bones had the crowd on its feet under a clear night sky.





SOCIAL SERVICES FUNDING REPORT - FY 2016

Organization: Any Given Child Iowa City

Program/Project: Any Given Child staffing

Amount of City Funding Received: \$2,000

How were City funds used in your program/project? Detail amounts expended for specific uses.

These funds were used to employ and maintain the part-time Any Given Child coordinator position, whereby increasing arts opportunities for North Liberty students. The coordinator organized dance instruction with a North Liberty professional dance teacher. Debut Dance worked with all 2nd graders at the three North Liberty elementary schools during students' PE classes, as dance is a PE requirement. The coordinator organized and coordinated the MC Ginsberg artist to work with all North Liberty 4th graders. The coordinator has collaborated with North Central social studies teachers to ensure that the UI Museum of Art's African Art collection will be presented to all 7th grade students in their global studies classes. As a benefit of the Kennedy Center's Any Given Child program, a Garner teacher will be attending an arts integration conference, all expenses paid in Washington, DC. Thirty teachers district-wide will participate in an arts integration workshop in June 2016, again made possible thru our involvement with the Kennedy Center.

The coordinator ensures that fine arts opportunities will continue to be top of mind in the school district, and programming will grow so that each grade level can experience a variety of arts.

It is a requirement of the Kennedy Center that an Any Given Child coordinator be in place to remain in good standing with the program.

Number of North Liberty residents served: Approximately 750 students were directly engaged with additional programming planned for next

How was this number calculated? school year

All 2nd, 4th and 7th graders have directly benefitted from Any Given Child this past year. With teacher professional development in arts integration, students at all levels will receive more and improved arts instruction.

Did the primary target population change from the application?

The target population remained on track. Any Given Child seeks to improve arts experiences for students K-8 using local arts resources. Additional programming is planned for other grades this coming year.

What percentage of the program/project benefited North Liberty residents?

20% of the program benefitted North Liberty residents.

List efforts made to outreach to residents of North Liberty.

Any Given Child has included the North Liberty Community Library on its Community Arts Team to further represent the community. Debut Dance was sought after as a working partner in providing the dance opportunity to 2nd graders. A social media presence allows North Liberty parents and community to stay in touch with arts opportunities.

Did your organization face any challenges in the program/project?

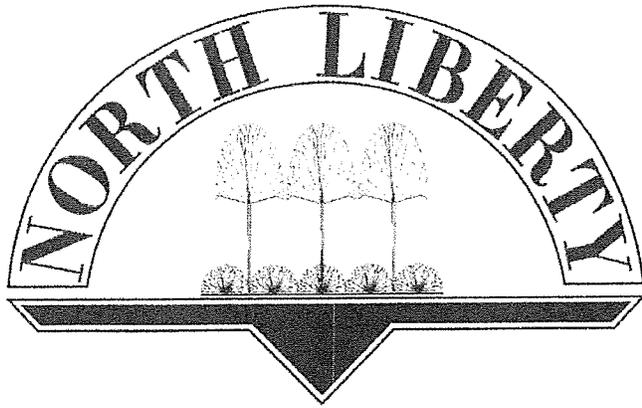
Did the program change from the application to the City?

No, our program has not changed. We remain focused to provide equity in arts opportunities to all K-8 students.

Provide any additional information that would be beneficial to the City.

Debbie Garrow
Authorized Signer

6/20/16
Date



SOCIAL SERVICES FUNDING REPORT – FY 2016

Organization: Elder Services, Inc.

Program/Project: Meals on Wheels

Amount of City Funding Received: \$1,120

How were City funds used in your program/project? Detail amounts expended for specific uses.

The entire amount of \$1,120 was used to fund the \$2.45 per meal deficit between the cost of producing a meal and Older Americans Act(OAA) funding. North Liberty's funding covered the deficit of 457 of the 2,702 OAA funded meals provided to North Liberty residents.

Number of North Liberty residents served: 36

How was this number calculated?

The number was calculated using our delivery routes to North Liberty(34) residents, and self-reported addresses of congregate diners at the Iowa City Senior Center(2)

Did the primary target population change from the application?

No.

What percentage of the program/project benefited North Liberty residents?

7% of Elder Services, Inc. meals were provided to North Liberty residents.

List efforts made to outreach to residents of North Liberty.

Elder Services, Inc. participated in the Fill the Plate Food Drive at the North Liberty Fareway location, to create awareness among donors and potential recipients of our programs.

Did your organization face any challenges in the program/project?

Elder Services provided 2,245 meals for which the deficit was not covered. Finding and training volunteers to deliver our meals is a continuous struggle.

Did the program change from the application to the City?

No.

Provide any additional information that would be beneficial to the City.

Elder Services provides roughly 8,800 meals each year to North Liberty residents, of which nearly 50% are underfunded by OAA by \$2.45 creating an annual deficit of nearly \$11,000 for meals delivered to North Liberty residents alone.

We greatly appreciate this grant, and subsequent grants we have received from North Liberty, and the services they allow us to continue to provide.


Authorized Signer

6/21/16
Date

Return completed form to City of North Liberty; Attn: Tracey Mulcahey; P.O. Box 77; 3 Quail Creek Circle; North Liberty, IA 52317. Questions, please call 626-5712 or email tmulcahey@northlibertyiowa.org.



SOCIAL SERVICES FUNDING REPORT – FY 2016

Organization: Elder Services, Inc.

Program/Project: Social Services for Seniors in North Liberty

Amount of City Funding Received: \$2,500

How were City funds used in your program/project? Detail amounts expended for specific uses.

Elder Services' Inc. provided 3,945 meals to North Liberty residents three quarters of which were funded below cost of production. Elder Service's prioritized those meals underfunded by \$2.45/meal. Therefore, this grant funded the gap for 984 meals.

Number of North Liberty residents served: 42

How was this number calculated?

The number was calculated using our delivery routes to North Liberty(39) residents, and self-reported addresses of congregate diners at the Iowa City Senior Center(3)

Did the primary target population change from the application?

No.

What percentage of the program/project benefited North Liberty residents?

7.5% of Elder Services, Inc. meals were provided to North Liberty residents.

List efforts made to outreach to residents of North Liberty.

Elder Services, Inc. participated in the Fill the Plate Food Drive at the North Liberty Fareway location, to create awareness among donors and potential recipients of our programs.

Did your organization face any challenges in the program/project?

Elder Services provided over 2,000 meals for which the deficit was not covered. Finding and training volunteers to deliver our meals is a continuous struggle.

Did the program change from the application to the City?

No.

Provide any additional information that would be beneficial to the City.

Elder Services provides roughly 8,800 meals each year to North Liberty residents, of which nearly 50% are underfunded by OAA by \$2.45 creating an annual deficit of nearly \$11,000 for meals delivered to North Liberty residents alone.

We greatly appreciate this grant, and subsequent grants we have received from North Liberty, and the services they allow us to continue to provide.


Authorized Signer

7/14/16
Date

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SOCIAL SERVICES FUNDING REPORT - FY 2016

Organization: Rape Victim Advocacy Program (RVAP)

Program/Project: Safe Dates Healthy Relationship Education

Amount of City Funding Received: \$1000

How were City funds used in your program/project? Detail amounts expended for specific uses.

RVAP provided comprehensive evidence based "Safe Dates" curriculum for junior high students of all genders at North Central Junior High School. This program provided extensive education on the development of healthy interpersonal relationships with age appropriate material and a workshop on bystander intervention.

Number of North Liberty residents served: 215 junior high students

How was this number calculated?

Number of completed post-tests submitted by students who went through *Safe Dates* program at NCJH.

Did the primary target population change from the application?

No

What percentage of the program/project benefited North Liberty residents?

100%

List efforts made to outreach to residents of North Liberty.

- RVAP staff facilitated MATS training with the North Liberty Police Department in January 2016
- RVAP hosted an informational library display during Sexual Assault Awareness (April) at North Liberty Community Library in 2016.
- RVAP advertised for Sexual Assault Awareness Month events in North Liberty businesses and on public transportation.

Did your organization face any challenges in the program/project?

No

Did the program change from the application to the City?

Unfortunately, we were not able to execute the *Beyond Classroom* programming due to time restraints and lack of staffing.

Provide any additional information that would be beneficial to the City.

- North Central Junior High students had an average of an 11% increase in knowledge from pre to post test in FY 16.
- RVAP presented the Safe Dates 5day curriculum to 8 personal development classes over the span of three trimesters FY 16.

Comments from students' anonymous evaluations of RVAP's programming at NCJH:

- "I liked that she talked about how to stop people from abusing, how to stand up to people and that I could come to the agency whenever there is dating violence or sexual violence going on in my life."
- "I liked that the presenters were clear on the information and they included the classroom in activities. They used videos and activities to teach about the topics as well as presentations."
- "I will make sure I know what my partner wants and try to avoid emotionally or physically abusing her. I know what to do and what not to do in a relationship."
- "I liked that you taught that rape and domestic violence are never okay to joke about and that gender roles should be eliminated."
- "I liked all the activities because they were fun but was still informational. I thought it was really good and they don't need to improve."


Authorized Signer

7/8/16
Date



SOCIAL SERVICES FUNDING REPORT - FY 2016

Organization: Rape Victim Advocacy Program (RVAP)

Program/Project: Crisis Intervention Services for Survivors of Sexual Violence

Amount of City Funding Received: \$500.00

How were City funds used in your program/project? Detail amounts expended for specific uses.

RVAP was able to increase its marketing and community awareness outreach efforts this year thanks to funding from the City of North Liberty. Additionally, RVAP continued its efforts to provide crisis intervention advocacy, continuing support counseling, and support groups for all affected by sexual violence.

Number of North Liberty residents served: Police Officers: 17; Victim/Survivors: unknown

How was this number calculated?

We collected attendance data from the MATs training we facilitated. However, it is difficult for RVAP to calculate the total number of individuals from North Liberty, or from any specific community, who reach out for support – either on our 24-hour crisis line or for in-person direct services. This is due to the fact that most clients who access RVAP's crisis hotline, individual counseling services, group counseling services, and/or criminal justice advocacy do not disclose their city of residence. While this may seem confusing, it is simply due to the fact that RVAP's trauma-informed client-centered clinical model means that our advocates and counselors allow victims/survivors to dictate the content of the information they share. The violence that they survived was related to power and control, so RVAP staff works hard to provide all of our clients with as many options and choices regarding their services as possible. In order to access our support all that we need to know is that the individual survived sexual violence. We start by believing the individual, understanding the courage it takes to disclose this violence. For some clients we receive a lot of detail, and for some we don't receive much detail – including home community. Additionally, our 24-hour crisis support line is often anonymous due to the nature of that service.

In order to connect victim/survivors with additional resources we do collect data regarding a client's county of residence so that we can effectively provide appropriate referral resources as needed. While we do have Johnson County data, it is difficult to determine which clients from this subpopulation are residents of North Liberty.

Did the primary target population change from the application?

No.

What percentage of the program/project benefited North Liberty residents?

100%

List efforts made to outreach to residents of North Liberty.

- RVAP staff facilitated MATS training with 17 North Liberty Police Officers in January 2016
- RVAP hosted an informational library display during Sexual Assault Awareness (April) at North Liberty Community Library in 2016.
- RVAP advertised for Sexual Assault Awareness Month events in North Liberty businesses and posted flyers on 36 public buses.
- RVAP received a proclamation from the city of North Liberty that stated April 6, 2016 was “Start by Believing Day” during Sexual Assault Activism Month.

Did your organization face any challenges in the program/project?

No

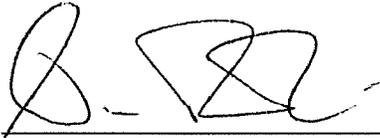
Did the program change from the application to the City?

Receiving 25% of the funding applied for impacted the quantity and scope of marketing initiatives and trainings offered. RVAP worked to prioritize and maximize the efforts we could support with this funding, and are grateful for the impact we were able to have this past year.

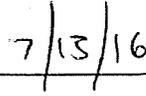
Provide any additional information that would be beneficial to the City.

RVAP’s increased outreach in North Liberty this past year is very exciting. We look forward to continuing to grow these initiatives – both in conjunction with Sexual Assault Awareness Month (April) and throughout the calendar year. Our goal is to continue to reduce barriers for survivors while we increase inclusivity and access.

RVAP remains committed to growing and sustaining our direct services so that we can connect with more individuals impacted by sexual violence and support them to build resiliency and increase their quality of life. Our clients report an increase in general mental health and well-being, and we are committed to providing these services as long as they are needed in our community.

A handwritten signature in black ink, appearing to be 'A. Mulcahey', written over a horizontal line.

Authorized Signer

A handwritten date '7/13/16' written in black ink over a horizontal line.

Date

*Return completed form to City of North Liberty; Attn: Tracey Mulcahey; P.O. Box 77; 3 Quail Creek Circle; North Liberty, IA 52317.
Questions, please call 626-5712 or email tmulcahey@northlibertyiowa.org.*



SOCIAL SERVICES FUNDING REPORT - FY 2016

Organization: North Liberty Community Betterment / Senior Dining

Program/Project: Senior Dining Services

Amount of City Funding Received: \$1,500.00

How were City funds used in your program/project? Detail amounts expended for specific uses.

Petty Cash Account: \$586.00 used as start up and to maintain weekly balance of meals.
Supply costs for coffee, paper products, etc... totaled \$478.88.
An appreciation meal was offered which was \$136.88.
Totalling \$1,201.76

Number of North Liberty residents served: 1,718 meals provided

How was this number calculated?

Attendance is recorded each date.
March-December 2015 = Average of 32 participants per date
January-June 2016 = Average of 20 participants per date

Did the primary target population change from the application?

No change - target population is Senior Citizens in North Liberty and North Johnson County area.

What percentage of the program/project benefited North Liberty residents?

Guestimate would be 90% are NL residents.

List efforts made to outreach to residents of North Liberty.

Flyers were distributed to local businesses, posted in Library and Recreation Center.
Posted on City webpage and Communications Dept. avenues.
Advertised in monthly NoJoCo production.

Did your organization face any challenges in the program/project?

Numerous Senior Council members who were spear-headers of the program ended their service.
Senior Council volunteers are low. Ones that remain are overwhelmed at times with commitment.
Daily tasks/organization and desserts are all covered by volunteers; saving additional expenses.

Did the program change from the application to the City?

Recreation Staff have taken active role in assisting with this program which is mainly operated by Senior volunteers which is ever-changing.

Provide any additional information that would be beneficial to the City.

__Shelly Simpson, Recreation Director ____
Authorized Signer

__7/12/2016_____
Date