



North Liberty City Council
Regular Session
March 13, 2018

City Administrator Memo





City Council Memo

for March 13, 2018

from the desk of Ryan C. Heiar

Meetings & Events

Tuesday, March 13 at 6:30p.m.
City Council

Monday, Mar 19 at 7:00p.m.
Library Board

Thursday, March 22 at 6:30p.m.
Transit Task Force

Tuesday, March 27 at 6:30p.m.
City Council

Consent Agenda

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

- City Council Minutes (02/27/18)
- Claims
- Liquor License Renewals
 - Quail Creek Golf Course
 - Adelitas
 - Blue Bird Café
- Pay Application #17; Phase 1 Water System Improvements Division I – Water Treatment Plant; Portzen Construction Inc.; \$818,657.18
- Change Order #11; Phase 1 Water System Improvements Division I – Water Treatment Plant; Portzen Construction Inc.; \$48,385
- Pay Application #30; Phase II WWTP Improvements; Tricon Construction Group; \$43,131.23
- Change Order #2; Phase 1 Water System Improvements Division III – Well Construction & Rehabilitation; Gingerich Well & Pump Service, LLC.; (\$65,278.80)
- Pay Application #12; Phase 1 Water System Improvements Division III – Well Construction & Rehabilitation; Gingerich Well & Pump Service, LLC.; \$130,778.40

Mayoral Appointments

The Mayor will be recommending appointments to the following Commissions: Board of Adjustment, Parks & Recreation Commission, and Communications Advisory Commission. At the time of publication the Mayor was undecided of his appointments.

Police & Fire Department Ordinance, 2nd Reading

The proposed ordinance amendment suggests minor revisions to the police and fire department ordinances. The edits, which are identified in the marked up version of the ordinance included in your packet, are either offering clarity on certain provisions or making a change to reflect current practice. For example, currently the Police Chief, not the City Administrator, hires police officers; however our current code states that

Ryan C. Heiar, City Administrator

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

the City Administrator makes those hires. Staff recommends approval of the 2nd reading of the proposed ordinance.

Showalter Property Sale

Prior to construction of the North Liberty Road/Dubuque Street roundabout, the City purchased the southeast corner lot from Marjorie Showalter for additional right-of-way needs and because the new roundabout would eliminate access to the lot. In the meantime, staff has had conversations with a group of developers (Ryan Wade, Greg McLaughlin and Joe Clark) who have purchased adjacent property and are now interested in purchasing the remaining Showalter lot. The original lot size was 1.4 acres, but now it is half that size - approximately .7 acres – because the area of the lot closest to the roadway has been converted to city right-of-way with utility easement. The agreed upon price with the developers is \$125k, which is half of the investment the city made in purchasing the lot, demolition of the building, capping utilities, etc. This agenda includes a public hearing for the sale of property and a resolution authorizing the sale and staff recommends approval of the resolution. The closing date is currently scheduled for March 23. The proceeds from this sale are intended to reimburse the Dubuque Street project fund.

Penn and Front Street Corridor Improvements

In order to complete the necessary improvements in the Penn and Front Street Corridors prior to the opening of Christine Grant Elementary, it's necessary to continue the design process. Included in your packet is a design proposal from Shive Hattery for design of two roundabouts (Penn & Front and Front & future North Bend) and site distance improvements on Penn Street. The costs associated with the roundabout for Front and future North Bend will be the responsibility of the school district. Because we do not have money budgeted in FY 18 for this project (other than funding for the already completed preliminary design work), Shive Hattery has agreed to continue with design but delay billing until after July 1. Staff recommends approval of the agreement with Shive Hattery.

Ranshaw Way/Highway 965, Phase 3

This project was bid through the IDOT and received five bids, with the low bid being submitted by Streb Construction in the amount of \$4.52 million. The low bid was approximately \$570k higher than the engineer's estimate. In his letter, Josiah Bilskemper provides a brief explanation of the higher bid amount. Josiah will be at Tuesday's meeting and can provide additional information regarding the bids. Despite the higher than anticipated project bid, staff recommends approval of the bid and contract award to Streb Construction.

Community Center Locker Room Remodel

The FY18 budget includes \$135k for locker room improvements at the community center. The original intent was to upgrade the men's and women's locker rooms adjacent to the gymnasiums; however, upon further inspection of the area it was discovered that the original locker room exhaust system was never extended to the outside of the building when it was added on to in 2004. In order to correct this newly discovered issue and stay within the allocated budget, only one locker room – the men's facilities – can be upgraded this year.

Ranshaw Way, Phase 3 Project Bid Summary	
Streb Construction Co., Inc.	\$4,520,000
Vieth Construction Corp.	\$4,869,235
Metro Pavers, Inc.	\$5,030,992
Langman Construction, Inc.	\$5,181,815
Tschiggfrie Excavating Co.	\$5,203,736
Engineer's Estimate	\$3,950,992
Difference	\$569,008
Note: This project is partially funded by federal transportation dollars	\$1,986,833

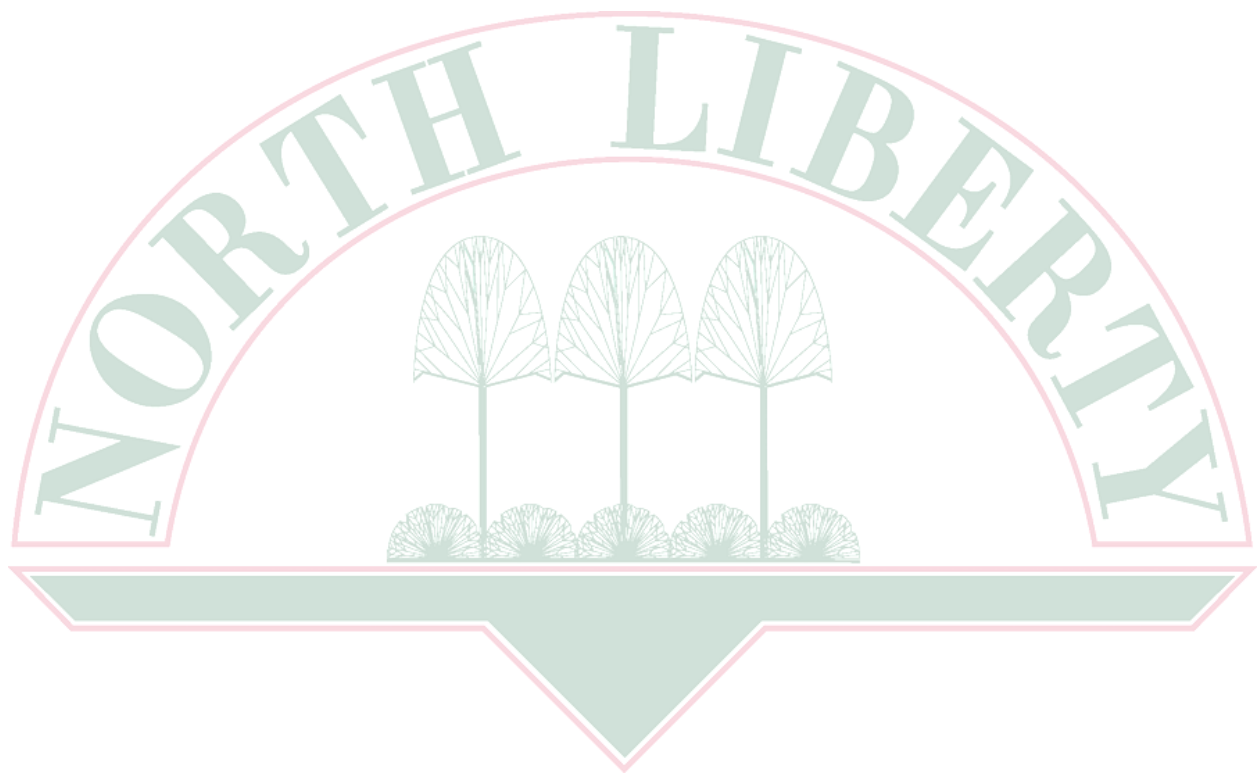
Community Center Locker Room Remodel Quote Summary	
Woodruff	\$134,650
Done Done	\$134,943
Home Repair Team	\$162,171
Engineer's Estimate	\$135,000
Difference	(\$350)

This project does not require the traditional bid process because the construction cost threshold is not met; however, it does require the quotation process as defined by Iowa law. Initially four bids were received for this project, ranging from \$167k-\$188k, well above the budgeted amount. As a result, the specifications were adjusted, changing the tile type and amount and type of lockers, and contractors were asked to resubmit quotes. Three contractors resubmitted, ranging from \$134k-\$162k. The low quote was submitted by Woodruff Construction and staff recommends approval of the quote.

Street Light Resolution

Alliant Energy is requesting a resolution approving the removal of three street lights on Front Street in accordance with the Front Street Improvements Project, between Zeller and Cherry Streets. Staff recommends approval of the requested resolution. Once the project is closer to completion, Alliant will be requesting a resolution approving the installation of three new LED street lights at the same locations.

Agenda





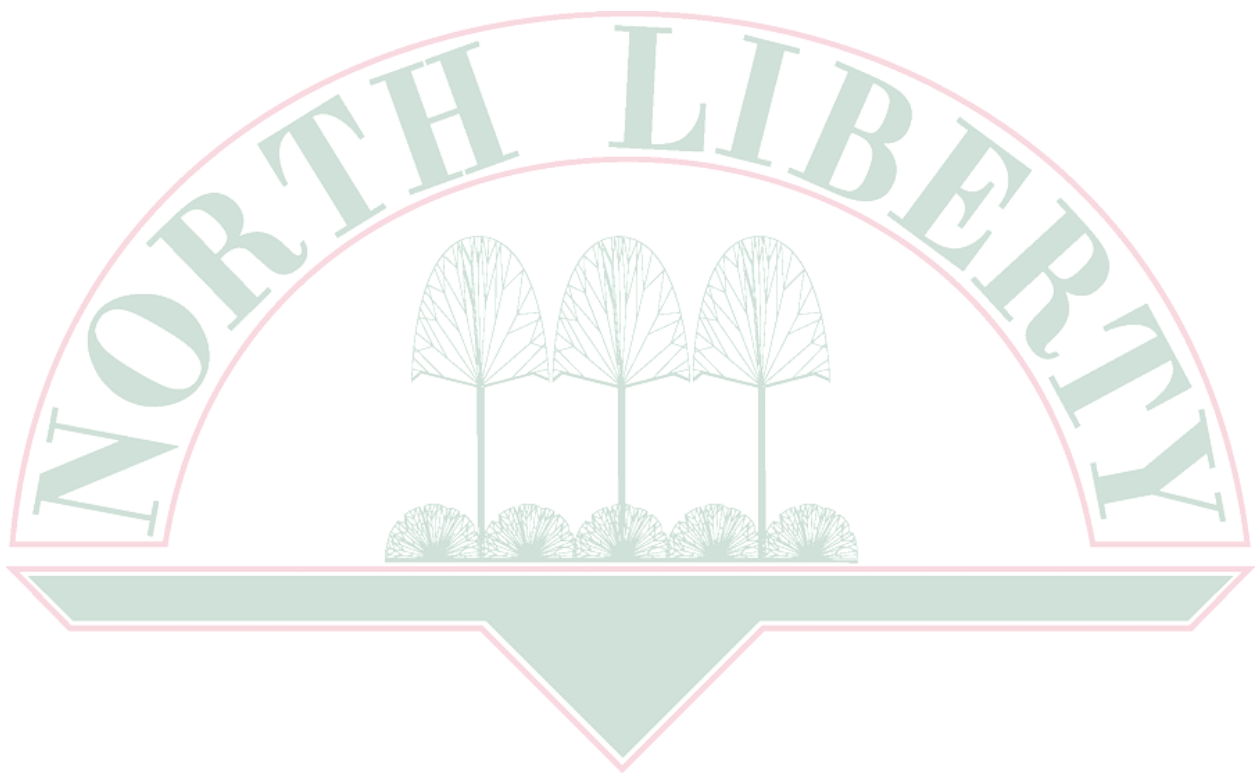
Agenda

North Liberty City Council
March 13, 2018
Regular Session
6:30 p.m.
City Council Chambers
1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, February 27, 2018
 - B. Claims
 - C. Liquor License Renewal, Quail Creek Golf Course
 - D. Liquor License Renewal, Adelitas
 - E. Liquor License Renewal, Blue Bird Café
 - F. Phase I Water System Improvements Division 1 – Water Treatment Plant; Pay Application Number 17, Portzen Construction, Inc., \$818,657.18
 - G. Phase I Water System Improvements Division 1 – Water Treatment Plant; Change Order Number 11, Portzen Construction, Inc., \$48,385.00
 - H. Phase II WWTP Improvements, Pay Application Number 30R, Tricon Construction Group, \$43,131.23
 - I. Phase I Water System Improvements Div. III – Well Construction and Rehabilitation, Change Order Number 2, Gingerich Well & Pump Service, LLC, (\$65,278.80)
 - J. Phase I Water System Improvements Div. III – Well Construction and Rehabilitation, Pay Application Number 12, Gingerich Well & Pump Service, LLC, \$130,778.40
5. Public Comment
6. City Planner Report
7. City Engineer Report
8. City Attorney Report
9. City Administrator Report

10. Mayor Report
 - A. Home Rule Proclamation
11. Board/Commission appointments
 - A. Approval of Mayoral appointments
12. Police Department and Fire Department Authority and Responsibilities Ordinance
 - A. Second consideration of Ordinance Number 2018-02, An Ordinance amending Chapters 5, 30 and 35 of the North Liberty Code of Ordinances by amending provisions concerning removal of officers and certain amendments regarding Police Department and Fire Department authority and responsibilities
13. Showalter Property
 - A. Public hearing regarding disposal of city owned real estate
 - B. Resolution Number 2018-27, A Resolution disposing of certain real estate and approving issuance of a deed
14. NL Penn Street & Front Street Corridor Improvements
 - A. Resolution Number 2018-28, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the NL Penn & Front Street Corridor Improvements Project
15. Ranshaw Way/Hwy 965 Project, Phase 3
 - A. Resolution Number 2018-29, A Resolution accepting the bid and authorizing execution of the contract for the Highway 965, Phase 3 Improvements Project, North Liberty, Iowa
16. Community Center Locker Room Remodel
 - A. Resolution Number 2018-30, A Resolution accepting the competitive quote and authorizing execution of the contract for the Community Center Men's Locker Room Remodel Project, North Liberty, Iowa
17. Streetlight Resolution
 - A. Resolution Number 2018-31, A Resolution approving the removal of street lights according to the terms set forth in the existing Street Light Contract
18. Old Business
19. New Business
20. Adjournment

Consent Agenda



Minutes (Not official until approved by City Council)

North Liberty City Council
February 27, 2018
Work Session
Regular Session
City Council Chambers
1 Quail Creek Circle

Call to order

Mayor Terry Donahue called the February 27, 2018 Work & Regular Session of the North Liberty City Council to order at 6:00 p.m. Councilors present: Jennifer Goings, Chris Hoffman, Sarah Madsen, Annie Pollock and Jim Sayre.

Others present: Ryan Heiar, Tracey Mulcahey, Scott Peterson, Kevin Trom, Dean Wheatley, Evan Runkle, Josiah Bilskemper, Justin Campbell, Tyson Landsgard, Josh Schamberger, Monica Nieves, Jeff Barnes, Luke Newton, Amy Kortemeyer, Nick Proud, Kristy Heffner, Brian Wayson and other interested parties.

Approval of the Agenda

Donahue requested that the Iowa City Community School District site plan be moved before Public Comment to accommodate school staff attendance at the School Board meeting. Pollock moved, Madsen seconded to approve the agenda as amended. The vote was all ayes. Agenda approved.

Work Session – Traffic Impact Study & Front Street/Penn Street Preliminary Engineering

Kevin Trom, Josiah Bilskemper and Justin Campbell presented the engineering study. Council discussed the report with Shive-Hattery staff.

The Regular Session began at 6:38 p.m.

Consent Agenda

Hoffman moved, Madsen seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on February 13, 2018; the attached list of Claims; February Revenues; February Treasurer Report; and the Liquor License Application for the The North Nest, 1295 Jordan Street. After discussion, the vote was all ayes. Consent Agenda approved.

ICCSA Site Plan

Peterson presented information on reconsideration.

Wheatley reported that Staff and Planning Commission recommend approval of the site plan application.

Amy Kortemeyer, Assistant Superintendent, was present on behalf of the school district and offered to answer questions. New attendance zones will be considered by the school board tonight. Council discussed the application with Kortemeyer and Luke Newton, MMS Consultants.

Hoffman moved, Madsen seconded to approve Resolution Number 2018-12, A Resolution approving the Development Site Plan for Lot 1, Grant Elementary School Subdivision, North Liberty,

Iowa. After discussion, the vote was: ayes – Hoffman, Goings, Sayre, Madsen, Pollock; nays -none. Motion carried.

Run CRANDIC Special Event

Josh Schamberger, Monica Nieves and Tyson Landsgard were present on behalf of the Run CRANDIC Special Event. Council discussed the application with the representatives.

Public Comment

No public comment was offered.

City Planner Report

City Planner Dean Wheatley reported no planning commission meeting in March.

City Engineer Report

City Engineer Kevin Trom answered questions from Council.

City Attorney Report

City Attorney Scott Peterson reported received order from Chief Justice that Weinman appeal has been denied from further review.

Assistant City Administrator Report

Assistant City Administrator Tracey Mulcahey had no report, but offered to answer questions.

City Administrator Report

City Administrator Ryan Heiar reported that he and Chief Venenga met with Police Design Group. The consultant will be presenting to Council at the March 13 meeting to present the site layout, floor plan and elevations. Heiar reported on three upcoming events; First Friday Coffee at City Tractor on Friday, March 2 at 7:30 a.m.; Project Open House on March 7 from 4:30 – 6:00 p.m.; and the potential Parks/Council joint meeting. Heiar requested council feedback on the joint meeting date and time.

Mayor Report

Mayor Donahue reported on Transit committee meeting and an active bill in the legislature that deappropriates backfill over the next three years.

Storage Shed Ordinance Amendment

Hoffman moved, Sayre seconded to approve the third consideration and adoption of Ordinance Number 2018-01, An Ordinance amending Chapter 168 of the North Liberty Code of Ordinances by revising subsection regarding storage sheds. After discussion, the vote was: ayes – Madsen, Hoffman, Goings, Pollock, Sayre; nays – none. Motion carried.

Police Department and Fire Department Authority and Responsibilities Ordinance

At 7:24 p.m., the Mayor opened the public hearing regarding proposed ordinance. No oral or written comments were received. The public hearing was closed.

Peterson provided a summary of the changes. Council discussed the changes with staff. Sayre moved, Goings seconded to approve the first consideration of Ordinance Number 2018-02, An Ordinance amending Chapters 5, 30 and 35 of the North Liberty Code of Ordinances by amending provisions concerning removal of officers and certain amendments regarding Police Department

and Fire Department authority and responsibilities. The vote was: ayes – Madsen, Pollock, Hoffman, Sayre, Goings; nays – none. Motion carried.

Living Word Church Site Plan

Wheatley presented a summary of the easement vacation and the site plan. Mayor Donahue opened the public hearing regarding easement vacation at 7:32 p.m. No oral or written comments were received. The public hearing was closed.

Pollock moved, Goings seconded to approve Resolution Number 2018-19, A Resolution vacating an Easement being a part of the Final Plat of Inter-City Industrial Park – Part Four, North Liberty, Iowa as recorded in the Plat Records of Johnson County, Iowa in Book 41, Page 39. The vote was: ayes – Goings, Madsen, Hoffman, Pollock, Sayre; nays – none. Motion carried.

Madsen moved, Hoffman seconded to approve Resolution Number 2018-20, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and FIJC, LLC that establishes the terms and conditions under which stormwater management facilities will be maintained for Lot 4, Inter-City Industrial Park – Part Four in the City of North Liberty, Iowa. The vote was: ayes – Sayre, Goings, Pollock, Hoffman, Madsen; nays -none. Motion carried.

Sm/ch n

Luke Newton, MMS Consultants, was present on behalf of the applicant.

Goings moved, Madsen seconded to approve Resolution Number 2018-21, A Resolution approving the Development Site Plan for Inter-City Industrial Park – Part Four, Lots 3 and 4, North Liberty, Iowa. The vote was: ayes – Pollock, Hoffman, Goings, Madsen, Sayre; nays – none. Motion carried.

Front Street Project

Heiar presented information regarding the bids. Hoffman moved, Madsen seconded to approve Resolution Number 2018-22, A Resolution accepting the bid and authorizing execution of the contract for the Front Street Improvements Project North Liberty, Iowa. The vote was: ayes – Goings, Sayre, Hoffman, Madsen, Pollock; nays – none. Motion carried.

FY 19 Budget

At 7:37 p.m., Mayor Donahue opened the public hearing regarding the proposed FY 19 Annual Budget and Capital Improvements Plan. Brian Wayson, 1150 W. Forevergreen Road, spoke regarding the budget and proposed deficit and fund balance. The public hearing was closed.

Hoffman moved, Goings seconded to approve Resolution Number 2018-23, A Resolution adopting the Annual Budget and Capital Improvements Plan for the Fiscal Year ending June 30, 2019 for the City of North Liberty, Iowa. After discussion, the vote was: ayes – Madsen, Sayre, Hoffman, Pollock, Goings; nays – Sayre, Pollock. Motion carried.

Showalter Property

Heiar presented additional information regarding the sale of property not needed as a part of the Dubuque Street/North Liberty Road improvements project. Madsen moved, Hoffman seconded to approve Resolution Number 2018-24, A Resolution setting Public Hearing on a proposed Purchase Agreement for Real Estate owned by the City of North Liberty. The vote was: ayes – Goings, Madsen, Pollock, Hoffman, Sayre; nays – none. Motion carried.

Goal Setting Report

Council discussed the report. Goings moved, Madsen seconded to approve Resolution Number 2018-25, A Resolution accepting the Goal Setting Session Summary Report prepared by the Institute of Public Affairs for the City of North Liberty, Iowa. The vote was: ayes – Goings, Sayre, Pollock, Hoffman, Madsen; nays -none. Motion carried.

Forevergreen Road Project

Heiar presented information regarding the purchase agreement. Sayre moved, Hoffman seconded to approve Resolution Number 2018-26, A Resolution approving the Purchase Agreement for the Forevergreen Road Project (Project: IMN-380-6(344)2—OE-52). The vote was: ayes – Madsen, Hoffman, Pollock, Sayre, Goings; nays – none. Motion carried.

Old Business

Councilor Hoffman thanked everyone who helped with Beat the Bitter. He encouraged Councilors to say yes to the request by Carrie Norton to tour the Shelter House. He toured today.

New Business

Councilor Goings offered a plug for Coffee Connections at City Tractor on Friday. The Optimists pancake breakfast is on Saturday from 7 a.m. – 1 p.m. at the Community Center.

Adjournment

At 7:58 p.m., Mayor Donahue adjourned the meeting.

CITY OF NORTH LIBERTY

/s/Tracey Mulcahey, City Clerk

Applicant License Application ()

Name of Applicant:	<u>T. L. & L. Inc.</u>		
Name of Business (DBA):	<u>Quail Creek Golf Course</u>		
Address of Premises:	<u>700 Clubhouse Road</u>		
City	<u>North Liberty</u>	County:	<u>Johnson</u> Zip: <u>52317</u>
Business	<u>(319) 626-2281</u>		
Mailing	<u>700 Clubhouse Road</u>		
City	<u>North Liberty</u>	State	<u>IA</u> Zip: <u>52317</u>

Contact Person

Name	<u>Theodore Lewis</u>		
Phone:	<u>(319) 626-2281</u>	Email	<u>lewis.ted@live.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 8 months

Effective Date: 04/01/2018

Expiration Date: 01/01/1900

Privileges:

- Class B Beer (BB) (Includes Wine Coolers)
- Outdoor Service
- Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Theodore Lewis

First Name: Theodore **Last Name:** Lewis
City: North Liberty **State:** Iowa **Zip:** 52317
Position: President
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Founders Insurance Company</u>		
Policy Effective Date:	<u>04/01/2018</u>	Policy Expiration	<u>12/01/2018</u>
Bond Effective	Dram Cancel Date:		
Outdoor Service Effective	Outdoor Service Expiration		
Temp Transfer Effective Date	Temp Transfer Expiration Date:		



North Liberty Police Department

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

February 1, 2018

Liquor License Check

Business: Quail Creek Golf Course

700 Club House Road

North Liberty, IA 52317

Owner: Theodore Lewis (DOB: 1955)

A record check of the above business and owner does not have a history of contact with the North Liberty Police Department regarding their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.



**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Quail Creek
Name of Business (DBA): Quail Creek
Address of Business: 700 Club House Road North Liberty IA
Business Phone & Email: 319-430-6911

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City official **Tom Palmer**

Digitally signed by Tom Palmer
DN: cn=Tom Palmer, o=City of North Liberty, ou=Building
Safety, email=tpalmer@ci.north-liberty.ia.us, c=US
Date: 2018.01.24 13:26:40 -06'00'

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

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Name of Business (DBA): Quail Creek
Address of Business: 700 Club House Road North Liberty IA
Business Phone & Email: 319-430-6911

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

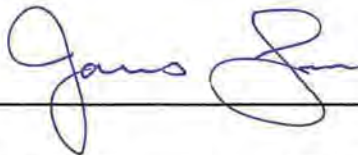
The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official



1/30/18

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

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City of North Liberty:

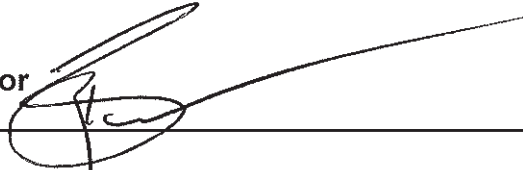
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

 2/28/18

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

North Liberty Fire Department



Occupancy: **Quail Creek Golf Course Club House**
Occupancy ID: **QUAI03**
Address: **700 Clubhouse RD**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**
Inspection Date: **2/28/2018** By: **Hardin, Bryan E (01-1022)**
Time In: **14:35** Time Out: **14:35**
Authorized Date: **Not Author** By:

Form: General Fire
Inspection Checklist 1.0

Inspection Description:

ORDER TO COMPLY:
You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.
This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.
If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

Inspection Topics:

Site

Fire Lane / Access Roads Unobstructed

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.

Status: **FAIL**

Notes: **Fill in pot holes to an acceptable level no later than June 1st, 2018**

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
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Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 0 minutes

Total Time: 0 minutes

Summary:

Overall Result: Passed with Comments

Inspector Notes:

Closing Notes:

Above is the results of your Fire Inspection conducted by the North Liberty Fire Department Department. If you have any questions, please feel free to contact Fire Marshal Bryan Hardin at (319) 626-5709. If you had any violations, please reply back when all corrections are made so we may close out your inspection. Thank you for your time and attention.

Inspector:

Name: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): None on file
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:



Signed on: 02/28/2018 15:03

Signature

Date

Representative Signature:

Signature of: Ted Lewis on 02/28/2018 15:03



Signature

Date

Applicant License Application (LC0043377)

Name of Applicant:	<u>Los Primos of Iowa LLC</u>				
Name of Business (DBA):	<u>Adelita's Grill</u>				
Address of Premises:	<u>555 Hwy 965 S Ste E</u>				
City	<u>North Liberty</u>	County:	<u>Johnson</u>	Zip:	<u>52317</u>
Business	<u>(319) 491-3594</u>				
Mailing	<u>4590 Widgeon Court</u>				
City	<u>Marion</u>	State	<u>IA</u>	Zip:	<u>52302</u>

Contact Person

Name	<u>Gamaliel Hernandez</u>				
Phone:	<u>(319) 651-3801</u>	Email	<u>hernandezgamaliel22@gmail.com</u>		

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/03/2018

Expiration Date: 04/02/2019

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>				
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>		

Ownership

Gamaliel Hernandez

First Name: Gamaliel **Last Name:** Hernandez
City: Marion **State:** Iowa **Zip:** 52302
Position: member
% of Ownership: 40.00% **U.S. Citizen:** Yes

Efrain Ramirez-Marquez

First Name: Efrain **Last Name:** Ramirez-Marquez
City: Cedar Rapids **State:** Iowa **Zip:** 52402
Position: member
% of Ownership: 45.00% **U.S. Citizen:** Yes

Jose Hernandez - Medina

First Name: Jose **Last Name:** Hernandez - Medina
City: Marshalltown **State:** Iowa **Zip:** 50158
Position: member

% of Ownership: 15.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>		
Policy Effective Date:	<u>04/03/2018</u>	Policy Expiration	<u>04/02/2019</u>
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

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Name of Business (DBA): Adelita's Grill
Address of Business: 555 S. Highway 965 Suite E-N. Liberty
Business Phone & Email: 319-491-3594 hernandez@gamaliel22@gmail.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City official **Tom Palmer** Digitally signed by Tom Palmer
DN: cn=Tom Palmer, o=City of North Liberty, ou=Building
Safety, email=tpalmer@ci.north-liberty.ia.us, c=US
Date: 2018.01.24 14:08:24 -06'00'

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

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Fire Inspector

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Johnson County Public Health Official



1/30/18

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Business Phone & Email: 319-491-3594 hernandez@gamaliel22@gmail.com

City of North Liberty:

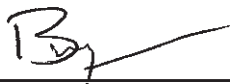
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector



2/28/18

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____



North Liberty Police Department

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

February 1, 2018

Liquor License Check

Business: Adelita's Grill
555 S. Hwy 965 Suite E
North Liberty, IA 52317

Owner:	Gamaliel U. Hernandez	(DOB: 1978)
	Efrain Ramirez-Marquez	(DOB: 1974)
	Jose Hernandez-Medina	(DOB: 1995)

A record check of the above 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





Form: General Fire
Inspection Checklist 1.1

North Liberty Fire Department

Occupancy: **Adelita's Grill**

Occupancy ID: **IGUA01**

Address: **555 S Highway 965 Apt/Suite #E
North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **2/28/2018**

By: **Hardin, Bryan E (01-1022)**

Time In: **12:57**

Time Out: **12:57**

Authorized Date: **Not Author**

By:

Inspection Description:

ORDER TO COMPLY:

You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.

This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.

If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

Inspection Topics:

Assembly Occupancies

Occupant Load Posted

1004.3 Posting of occupant load. Every room or space that is an assembly occupancy shall have the occupant load of the room or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. Approved occupant load signs can be obtained from the North Liberty Building Department (319-626-5713).

Status: **FAIL**

Notes: **Mount.**



Fire Extinguishers

Fire Extinguisher Correct Mounted Height (Not more than 5' above the floor)

906.9 Extinguisher installation. The installation of portable fire extinguishers shall be in accordance with Sections 906.9.1 through 906.9.3. 906.9.1 Extinguishers weighing 40 pounds or less. Portable fire extinguishers having a gross weight not exceeding 40 pounds shall be installed so that their tops are not more than 5 feet above the floor. 906.9.2 Extinguishers weighing more than 40 pounds. Hand-held portable fire extinguishers having a gross weight exceeding 40 pounds shall be installed so that their tops are not more than 3.5 feet above the floor. 906.9.3 Floor clearance. The clearance between the floor and the bottom of installed hand-held portable fire extinguishers shall not be less than 4 inches.

Status: FAIL

Notes: Lower fire extinguisher below 5 feet to top of extinguisher.



Emergency Lights & Exit Signs

Emergency Lighting - Illumination

1008.3.4 Duration. The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator.

Status: FAIL

Notes: Does not illuminated.



Exit Signs - Illumination

1013.3 Illumination. Exit signs shall be internally or externally illuminated. 1013.5 Internally illuminated exit signs. Electrically powered, self-luminous and photoluminescent exit signs shall be listed and labeled in accordance with UL 924 and shall be installed in accordance with the manufacturer's instructions and Section 604. Exit signs shall be illuminated at all times.

Status: FAIL

Notes: Front exit sign does not illuminate when tested.



Electrical Rooms / Electrical Wiring

Electrical Equipment - 3 Feet Clearance in Front of Panel

605.3 Working space and clearance. A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches, the working space shall be not less than the width of the equipment. Storage of materials shall not be located within the designated working space.

Status: FAIL

Notes: Remove all storage under electrical panels. Also blocking access to fire alarm pull station, fire extinguisher and kitchen suppression pull station.

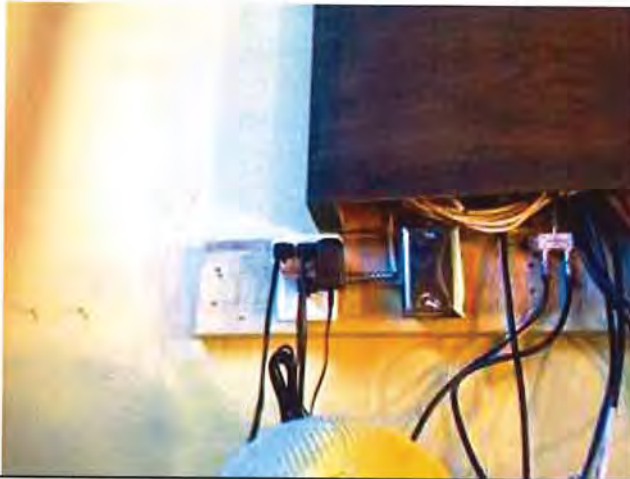


No Multiplug Adapters

605.4 Multiplug adapters. Multiplug adapters, such as cube adapters, unfused plug strips or any other device not complying with NFPA 70 shall be prohibited.

Status: FAIL

Notes: Replace multi plug adapter with approved surge protector. Mount surge protector to wall.



No Extension Cords

605.5 Extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Status: FAIL

Notes: Remove extension cord to freezer. Must be plugged directly into outlet.



Fire Sprinkler System

No Missing Sprinkler Head Escutcheons or Cover Plates

NFPA 13, 2013 Edition Section 6.2.7 Escutcheons and Cover Plates. Plates, escutcheons, or other devices used to cover the annular space around a sprinkler shall be metallic or shall be listed for use around a sprinkler. Escutcheons and coverplates for recessed, flush, and concealed sprinklers shall be replaced with their listed escutcheon or coverplate if found missing.

Status: FAIL

Notes: Kitchen restroom.



Kitchen Hood System

Kitchen Hood System Inspection- Current Bi-Annual Inspection Tag

904.12.6.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion.

Status: FAIL

Notes: -Cooking equipment has been moved since last inspection. Kitchen hood suppression nozzles need to be changed to new configuration. Permit will be required for the changes.

-Discontinue use of fryer out side of hood. All cooking equipment shall be fully inside of hood, at least 6 inches from edge of hood.



Kitchen Hood and Duct Cleaned- Current Inspection Tag on Hood

609.3.3.1 Inspection. Hoods, grease-removal devices, fans, ducts and other appurtenances shall be inspected at intervals specified in Table 609.3.3.1 or as approved by the fire code official. Inspections shall be completed by qualified individuals.

Status: FAIL

Notes: Large amount of grease dripping from hood exhaust fan on sidewalk, ac units and power units.
Install approved grease collection device on exhaust fan.



Cooking Equipment with Casters in Approved Floor Mounted Restraining Device

Section 609.4 Movement of new and existing cooking appliances with caster(s) under a Type I hood shall be limited by an approved floor mounted restraining device and flexible gas connector installed in accordance with the connector and appliance manufacturer's instructions.

Status: FAIL

Notes: -Equipment on caster wheels needs to be placed in wheel holder at all times.
-range and fryer need approved wire restraining cable.



Exit Access & Doors

Exits Unobstructed

1031.2 Reliability. Required exit accesses, exits and exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency where the building area served by the means of egress is occupied. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress.

Status: FAIL

Notes: Remove all storage from rear exit and keep door closed at all times.



Interior Finish/Flame Spread

Interior Finish Maintained

803.1 General. The provisions of this section shall limit the allowable fire performance and smoke development of interior wall and ceiling finishes and interior wall and ceiling trim in existing buildings based on location and occupancy classification.

Status: FAIL

Notes: Kitchen bathroom. Repair damaged drywall.



Combustible, General & Outside Storage

Oily Rags Stored in Approved Containers

304.3.1 Spontaneous ignition. Materials susceptible to spontaneous ignition, such as oily rags, shall be stored in a listed disposal container. Contents of such containers shall be removed and disposed of daily.

Status: FAIL

Notes: Replace with approved container.

Compressed Gas Cylinders / LPG

Compressed Gas Cylinders Secured or Chained

5303.5.3 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. Securing of compressed gas containers, cylinders and tanks shall be by one of the following methods: 1. Securing containers, cylinders and tanks to a fixed object with one or more restraints. 2. Securing containers, cylinders and tanks on a cart or other mobile device designed for the movement of compressed gas containers, cylinders or tanks. 3. Nesting of compressed gas containers, cylinders and tanks at container filling or servicing facilities or in sellers' warehouses not accessible to the public. Nesting shall be allowed provided the nested containers, cylinders or tanks, if dislodged, do not obstruct the required means of egress. 4. Securing of compressed gas containers, cylinders and tanks to or within a rack, framework, cabinet or similar assembly designed for such use. Exception: Compressed gas containers, cylinders and tanks in the process of examination, filling, transport or servicing.

Status: FAIL

Notes: Secure all cylinders with two points of contacts.



Miscellaneous

No Other Unsafe Conditions

110.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

Status: FAIL

Notes: Salemader / broiler was removed. Gas piping needs capped.



Additional Time Spent on Inspection:

Category

Start Date / Time

End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 0 minutes

Summary:

Overall Result: Correction Notice Issued


Inspector Notes:

Closing Notes:

Above is the results of your Fire Inspection conducted by the North Liberty Fire Department Department. If you have any questions, please feel free to contact Fire Marshal Bryan Hardin at (319) 626-5709. If you had any violations, please reply back when all corrections are made so we may close out your inspection. Thank you for your time and attention.

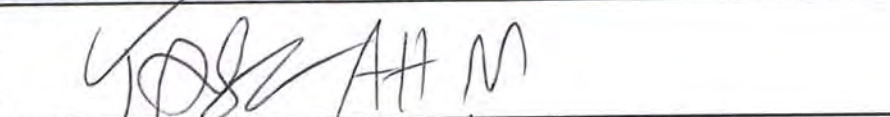
Inspector:

Name: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): None on file
Email(s): bhardin@northlibertyiowa.org


Signature

2/28/18
Date

Representative Signature:


Signature Jose A Hernandez

2-28-18
Date

Applicant License Application (LC0039189)

Name of Applicant:	<u>Rara Avis</u>		
Name of Business (DBA):	<u>Bluebird Cafe</u>		
Address of Premises:	<u>650 W. Cherry St. #9</u>		
City	<u>North Liberty</u>	County:	<u>Johnson</u> Zip: <u>52317</u>
Business	<u>(319) 626-2603</u>		
Mailing	<u>650 W. Cherry St. #9</u>		
City	<u>North Liberty</u>	State	<u>IA</u> Zip: <u>52317</u>

Contact Person

Name	<u>Thomas Connolly</u>		
Phone:	<u>(319) 530-6013</u>	Email	<u>tconnollyjr@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/12/2017

Expiration Date:

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Jonathan Wilson

First Name: Jonathan **Last Name:** Wilson
City: Iowa City **State:** Iowa **Zip:** 52240
Position: Secretary
% of Ownership: 50.00% **U.S. Citizen:** Yes

Lacey Meyne

First Name: Lacey **Last Name:** Meyne
City: North Liberty **State:** Iowa **Zip:** 52317
Position: Treasurer
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Grinnell Mutual</u>		
Policy Effective Date:	<u>04/12/2016</u>	Policy Expiration	<u>04/12/2017</u>

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (LC0039189)

Name of Applicant:	<u>Rara Avis</u>		
Name of Business (DBA):	<u>Bluebird Cafe</u>		
Address of Premises:	<u>650 W. Cherry St. #9</u>		
City	<u>North Liberty</u>	County:	<u>Johnson</u> Zip: <u>52317</u>
Business	<u>(319) 626-2603</u>		
Mailing	<u>650 W. Cherry St. #9</u>		
City	<u>North Liberty</u>	State	<u>IA</u> Zip: <u>52317</u>

Contact Person

Name	<u>Thomas Connolly</u>		
Phone:	<u>(319) 530-6013</u>	Email	<u>tconnollyjr@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/12/2017

Expiration Date:

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Jonathan Wilson

First Name: Jonathan **Last Name:** Wilson
City: Iowa City **State:** Iowa **Zip:** 52240
Position: Secretary
% of Ownership: 50.00% **U.S. Citizen:** Yes

Lacey Meyne

First Name: Lacey **Last Name:** Meyne
City: North Liberty **State:** Iowa **Zip:** 52317
Position: Treasurer
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Grinnell Mutual</u>		
Policy Effective Date:	<u>04/12/2016</u>	Policy Expiration	<u>04/12/2017</u>

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



North Liberty Police Department

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

February 1, 2018

Liquor License Check

Business: Blue Bird Café
650 W. Cherry Street
North Liberty, IA 52317

Owners: Jonathan Wilson (DOB 1962)
Lacey Meyne (DOB 1984)

The North Liberty Police Department does not have any documented contacts for the above owners or business that would affect their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.



**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Blue Bird Cafe

Name of Business (DBA): _____

Address of Business: 650 W. Cherry Street N. Liberty IA

Business Phone & Email: 319-530-6013 lbw2004@me.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

Tom Palmer

Digitally signed by Tom Palmer
DN: cn=Tom Palmer, o=City of North
Liberty, ou=Building Safety,
email=tpalmer@ci.north-liberty.ia.us,
c=US
Date: 2018.01.24 15:16:17 -0600

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Blue Bird Cafe

Name of Business (DBA): _____

Address of Business: 650 W. Cherry Street N. Liberty IA

Business Phone & Email: 319-530-6013 lbw2004@me.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

✓ The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official



1/30/18

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Blue Bird Cafe

Name of Business (DBA): _____

Address of Business: 650 W. Cherry Street N. Liberty IA

Business Phone & Email: 319-530-6013 lbw2004@me.com

City of North Liberty:

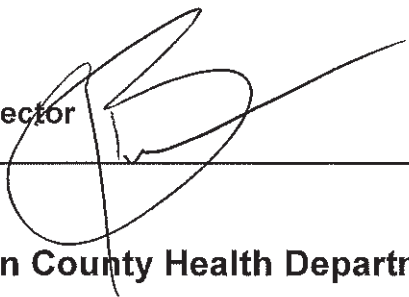
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector



3/7/18

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

North Liberty Fire Department



Occupancy: **Blue Bird Dinner**
Occupancy ID: **BLUE01**
Address: **650 W Cherry ST Apt/Suite #Suite 8/9**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**
Inspection Date: **3/7/2018** By: **Hardin, Bryan E (01-1022)**
Time In: **09:39** Time Out: **09:39**
Authorized Date: **Not Author** By:

Form: General Fire
Inspection Checklist 1.0

Inspection Description:

ORDER TO COMPLY:

You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.

This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.

If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

Inspection Topics:

Electrical Rooms / Electrical Wiring

No Extension Cords

605.5 Extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Status: FAIL

Notes: Remove yellow extension cord. Appliances under hood need to be plugged directly into outlet.



Fire Sprinkler System

No Painted, Damaged, Leaking Sprinkler Heads

NFPA 25 Section 5.2.1.1.2 Sprinkler Head Inspection & Replacement Sprinklers shall not show signs of leakage; shall be free of corrosion, foreign materials, paint, and physical damage; and shall be installed in the correct orientation (e.g., upright, pendent, or sidewall). Any sprinkler that shows signs of any of the following shall be replaced: (1) Leakage (2) Corrosion (3) Physical damage (4) Loss of fluid in the glass bulb heat responsive element (5) Loading (6) Painting unless painted by the sprinkler manufacturer

Status: FAIL

Notes: Sprinkler head right of hood has severe grease buildup and needs to be replaced



Kitchen Hood System

Kitchen Hood System Inspection- Current Bi-Annual Inspection Tag

904.12.6.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion.

Status: FAIL

Notes: Have suppression company readjust nozzle for fryer for proper coverage.

Have suppression company readjust nozzle for left griddle and verify nozzle placement for broiler- cheese melter.



Cooking Equipment with Casters Have Approved Flexible Gas Connector

Section 609.4 Movement of new and existing cooking appliances with caster(s) under a Type I hood shall be limited by an approved floor mounted restraining device and flexible gas connector installed in accordance with the connector and appliance manufacturer's instructions.

Status: FAIL

Notes: South hood, ensure appliances are put back in floor mounted devices after cleaning.



Cooking Equipment with Casters in Approved Floor Mounted Restraining Device

Section 609.4 Movement of new and existing cooking appliances with caster(s) under a Type I hood shall be limited by an approved floor mounted restraining device and flexible gas connector installed in accordance with the connector and appliance manufacturer's instructions.

Status: FAIL

Notes: Install approved restraining cable from wall to all cooking appliances to prevent damage to gas line when pulled out for cleaning.



Combustible, General & Outside Storage

No Combustible Storage in Boiler Rooms, Mechanical Rooms, Electrical Equipment Rooms or in Fire Command Centers

315.3.3 Equipment rooms. Combustible material shall not be stored in boiler rooms, mechanical rooms, electrical equipment rooms or in fire command centers as specified in Section 508.1.5.

Status: FAIL

Notes: Remove storage around water heater.



Proper Ceiling Clearance - 18"/24"

315.3.1 Ceiling clearance. Storage shall be maintained 2 feet or more below the ceiling in non-sprinklered areas of buildings or not less than 18 inches below sprinkler head deflectors in sprinklered areas of buildings.

Status: FAIL

Notes: Maintain at least 18 inch clearance between cooler and sprinkler head.



Miscellaneous

No Other Unsafe Conditions

110.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

Status: FAIL

Notes: Gas line under south hood has come out of supporting bracket. Resecure gas line.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 0 minutes

Total Time: 0 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

Above is the results of your Fire Inspection conducted by the North Liberty Fire Department Department. If you have any questions, please feel free to contact Fire Marshal Bryan Hardin at (319) 626-5709. If you had any violations, please reply back when all corrections are made so we may close out your inspection. Thank you for your time and attention.

Inspector:

Name: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): None on file
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:

Signed on: 03/07/2018 10:16

Signature

Date

Representative Signature:

Signature of: Luke Meyne on 03/07/2018 10:17



Signature

Date



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 17

Application Period: 2/28/2018		Application Date: 2/28/2018	
To: City of North Liberty 3 Quail Creek Circle (Owner): North Liberty, Iowa 52317	From: Fortzen Construction, Inc. 205 Stone Valley Drive (Contractor): Dubuque, Iowa 52003	Via (Engineer): FOX Engineering 414 South 17th Street, Suite 107 Ames, Iowa 50010	
Project: Phase 1 Water System Improvements Division 1 - Water Treatment Plant		Contract:	
Owner's Contract No.: None	Contractor's Project No.: #16-29	Engineer's Project No.: 3373-15A	

Application For Payment
Change Order Summary

Number	Additions	Deductions
COR 1	\$26,585.00	\$1,805.00
COR 2	\$24,352.00	
COR 3		\$41,737.00
COR 4		\$61,625.00
COR 5	\$20,635.00	
COR 6	\$40,414.00	\$20,384.00
COR 7	\$8,895.00	
COR 8	\$4,026.00	
COR 9	\$5,385.00	
COR 10	\$38,108.00	
TOTALS	\$168,400.00	\$125,551.00
NET CHANGE BY CHANGE ORDERS	\$42,849.00	

1. ORIGINAL CONTRACT PRICE.....	\$	13,449,000.00
2. Net change by Change Orders.....	\$	42,849.00
3. Current Contract Price (Line 1 ± 2).....	\$	13,491,849.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	12,451,937.25
5. RETAINAGE:		
a. 5% X 12,257,903.25 Work Completed.....	\$	612,895.16
b. 5% X 194,034.00 Stored Material.....	\$	9701.70
c. Total Retainage (Line 5.a + Line 5.b).....	\$	622,596.86
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	11,829,340.39
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	11,010,683.21
8. AMOUNT DUE THIS APPLICATION.....	\$	818,657.18
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	1,662,508.61

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature:

By: Jayme Kluesner, Contractor Date: 2/28/2018

Payment of: \$ 818,657.18
(Line 8 or other - attach explanation of the other amount)

is recommended by: 3-5-18
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Date of Issuance: 03-6-18	Effective Date: 03-13-18
Owner: City of North Liberty	Owner's Contract No.:
Contractor: Portzen Construction, Inc.	Contractor's Project No.: 16-29
Engineer: FOX Engineering	Engineer's Project No.: 3373-15A
Project: Phase I Water System Improvements Div. I Water Treatment Plant	Contract Name:

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

Item 1 Motorized bridge drives and trolleys: Provide motorized bridge drives and motorized trolley for the bridge crane, and motorized trolley on the south monorail. Per Change Proposal Request (CPR) #28. See Contractor Change Order Request (COR) 50. The work for this item shall be complete before the final completion date of August 15, 2018. **Add \$31,563**

Item 2 Feed Water Panel Sample Piping and Drain for SDI testing: The feed water panel was provided with SDI (silt density index) testing equipment that was not originally planned. Provide sample piping between the raw water lines and the panel. Also provide drain piping connection from the feed water panel to the nearest drain. See CPR 27 and COR 51r1. **Add \$1,337**

Item 3 Fire Sprinkler Piping in Caustic and Chlorine Rooms: Remove the CPVC sprinkler piping in the caustic and chlorine rooms and install stainless steel piping per code requirements. See CPR 29 and COR 52 **Add \$12,243**

Item 4 Lab Eyewash Flow Switch: Provide a flow switch and alarm programming for the lab eyewash to provide alarm on SCADA system when eyewash is in use. See CPR 30 and COR 54. **Add \$3,242**

Attachments: *COR 50, 51r1, 52, & 54; CPR 27, 28, 29 & 30.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>13,449,000.00</u>	Original Contract Times: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>10</u> : \$ <u>42,849.00</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>10</u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>13,491,849.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>
Increase of this Change Order: \$ <u>48,385.00</u>	Increase of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>13,540,234.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	<u>Steven J. Hoyer</u>	By:	_____	By:	<u>Matthew [Signature]</u>
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	<u>Project Manager</u>	Title	_____	Title	<u>Project Manager</u>
Date:	<u>3-6-18</u>	Date	_____	Date	_____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Contractor's Application for Payment No.

30R

Application Period: 2/01/18 - 2/28/18		Application Date: 3/6/2018	
To (Owner): City of North Liberty, 3 Quail Creek Circle, North Liberty, IA 52317	From (Contractor): Tricon Construction Group, Dubuque, IA 52001	Via (Engineer): Fox Engineering Inc 414 S St, Ste 107, Ames IA	
Project: Phase II WWTP Improvements City of North Liberty	Contract: Phase II WWTP Improvements		
Owner's Contract No.:	Contractor's Project No.: 15-012-IA	Engineer's Project No.: 2489-11A	

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$3,862.41	
2	\$23,001.91	
3	\$6,448.07	
4	\$9,908.71	
5	\$62,335.01	
6	\$3,942.11	
7	\$9,069.92	
8		\$928.64
9 thru 14	\$235,366.95	
15	\$3,375.94	
TOTALS	\$357,311.03	\$928.64
NET CHANGE BY CHANGE ORDERS	\$356,382.39	

1. ORIGINAL CONTRACT PRICE.....	S	\$15,621,000.00
2. Net change by Change Orders.....	S	\$356,382.39
3. Current Contract Price (Line 1 ± 2).....	S	\$15,977,382.39
4. TOTAL COMPLETED AND STORED TO DATE		
(Column F total on Progress Estimates).....	S	\$15,835,330.13
5. RETAINAGE:		
a. 5% X \$15,771,130.13 Work Completed.....	S	\$788,556.51
b. 5% X \$64,200.00 Stored Material.....	S	\$3,210.00
c. Total Retainage (Line 5.a + Line 5.b).....	S	\$791,766.51
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	S	\$15,043,563.62
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	S	\$15,000,432.39
8. AMOUNT DUE THIS APPLICATION.....	S	\$43,131.23
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G total on Progress Estimates + Line 5.c above).....	S	\$933,818.77

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Mary K. Stone Date: 3/6/18

Payment of: \$ 43,131.23
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Jennifer Rusby 3/6/2018
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Date of Issuance: March 2, 2018	Effective Date: March 13, 2018
Owner: City of North Liberty	Owner's Contract No.:
Contractor: Gingerich Well & Pump Service, LLC	Contractor's Project No.:
Engineer: FOX Engineering	Engineer's Project No.: 3373-15A
Project: Phase I Water System Improvements Div. III – Well Construction and Rehabilitation	Contract Name:

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

Description:

- Item 1** Provide and install ductile iron check valves in Well 8 in lieu of specified stainless steel check valves. **Deduct \$4,880.00 for this change.**
- Item 2** Provide and install ductile iron check valves in Well 9 in lieu of specified stainless steel check valves. **Deduct \$2,110.00 for this change.**
- Item 3** Four (4) additional hours of labor and equipment usage were required for pump removal from Wells 3 and 4 due to existing pump setting being deeper than indicated in the Contract Documents. **Add \$1160.00 for this change.**
- Item 4** Provide and install ductile iron check valves in Well 3 in lieu of specified stainless steel check valves. Also revise Well 3 pump model due to actual pumping conditions. **Deduct \$3,002.00 for this change.**
- Item 5** Provide and install ductile iron check valves in Well 4 in lieu of specified stainless steel check valves. Also revise Well 4 pump model due to actual pumping conditions. **Deduct \$697.00 for this change.**
- Item 6** Revised Well 9 pump model due to actual pumping conditions. **Deduct \$3,110.00 for this change.**
- Item 7** Provide and install 400' submersible cable for Well 9 in lieu of 375 ft of cable provided for the project. Additional cable required to reach junction box. **Add \$4,402.20 for this change.**
- Item 8** Submittal Exchange Allowance Adjustment: Contract allowance for Submittal Exchange was \$5,500; actual cost was \$3,795. **Deduct \$1,705 for this change.**
- Item 9** Revised the following quantities based on actual constructed values:

Item No.	Description	Unit	Bid Quantity	Constructed Quantity	Change in Quantity	Bid Unit Price	Add/Deduct Amount
3.04	Mechanically Brush Clean Casing	HRS	40	15	(25)	\$180.00	(\$4,500.00)
3.08	Grout Casing	SACKS	150	85	(65)	\$43.00	(\$2,795.00)
3.16	Well Production Pump Test	HRS	24	10	(14)	\$240.00	(\$3,360.00)
4.04	Mechanically Brush Clean Casing	HRS	40	25	(15)	\$180.00	(\$2,700.00)
4.08	Grout Casing	SACKS	150	50	(100)	\$43.00	(\$4,300.00)
4.13	Acid Surging of Well	HRS	16	15	(1)	\$210.00	(\$210.00)
4.16	Well Production Pump Test	HRS	24	16	(8)	\$240.00	(\$1,920.00)

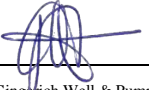
Contractor's Application for Payment No. 12

Application Period: 3/2/2018		Application Date: 3/2/2018
To City of North Liberty Quail Creek Circle (Owner): North Liberty, IA 52317	From (Contractor): Gingerich Well & Pump Service	Via (Engineer): Fox Engineering Associates
Project: Phase I-Water System Improvements Division III-Well Construction and Rehabilitation	Contract: City of North Liberty Phase I-Water System Improvements Division III-Well Construction and Rehabilitation	
Owner's Contract No.: FS-52-14-DWSRF-020	Contractor's Project No.:	Engineer's Project No.: 3373-15A

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
1	\$19,050.00		1. ORIGINAL CONTRACT PRICE.....	\$ 2,880,094.00
2		\$65,278.80	2. Net change by Change Orders.....	\$ -46,228.80
			3. Current Contract Price (Line 1 ± 2).....	\$ 2,833,865.20
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 2,813,463.00
			5. RETAINAGE:	
			a. 5% X \$2,813,463.00 Work Completed.....	\$ 140,673.15
			b. 5% X _____ Stored Material.....	\$ _____
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 140,673.15
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 2,672,789.85
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 2,542,011.45
			8. AMOUNT DUE THIS APPLICATION.....	\$ 130,778.40
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 161,075.35
TOTALS	\$19,050.00	\$65,278.80		
NET CHANGE BY CHANGE ORDERS	-\$46,228.80			

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature


By: Jill Williams-Gingerich Well & Pump Service Date: 3/2/2018

Payment of: \$ 130,778.40
(Line 8 or other - attach explanation of the other amount)

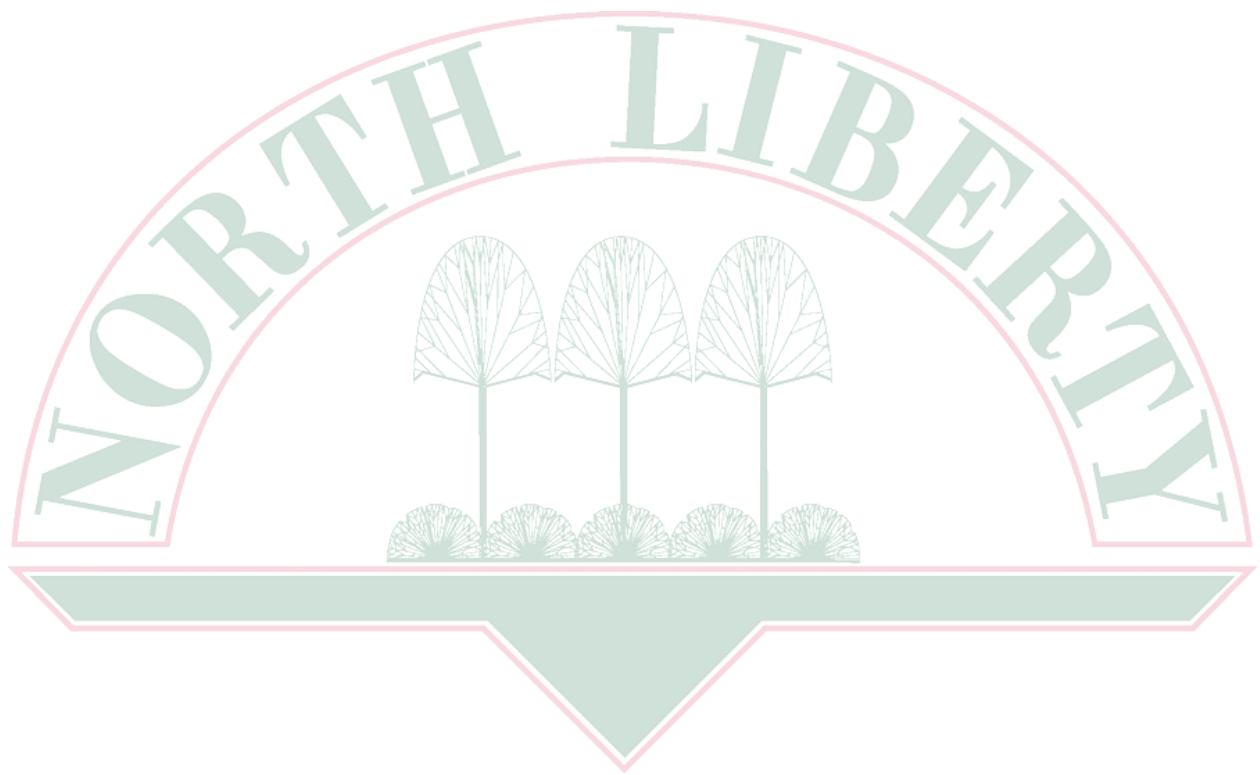
is recommended by: Taylor Stopper 3/7/2018
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Mayor Report





PROCLAMATION

Home Rule

Whereas, Home Rule is essential to effective and responsive municipal governance in Iowa and provides flexibility to make decisions at the local level, where decisions are made closest to the people they impact and can be tailored to fit local conditions, needs and concerns in order to better serve taxpayers; and

Whereas, The City of North Liberty supports Home Rule and the powers it provides to make local decisions that best reflect the residents of our community; and

Whereas, The citizens of Iowa approved the adoption of Home Rule in the Constitution of Iowa on November 5, 1968; and

Whereas, This is the 50th year of municipal Home Rule in Iowa; and

Whereas, Home Rule continues to be vital to the health, safety and prosperity of all cities in Iowa; and

Now, Therefore, I, Terry L. Donahue, Mayor of the City North Liberty, do hereby recognize the 50th Anniversary of municipal Home Rule in Iowa, affirm its importance to the health, safety and prosperity of the residents of North Liberty, and proudly support its continued authority.

Signed this Thirteenth day of March, 2018.

Terry L. Donahue, Mayor
City of North Liberty, Iowa

Board/Commission Appointments



Appointments to Fill Vacancies

Applicants

The gender balance numbers are not including vacancies

Board of Adjustment (1 position) Term expires 06/30/21

Gender Balance of appointments: F- 2; M- 2(5 member board)

1. Wayne Grell
2. Ben Snyder

Parks & Recreation Commission (1 position) Term expires 06/30/18

Gender Balance of appointments: F- 2; M- 4(7 member board)

1. Megan Lehman
2. Ben Snyder

Communications Advisory (1 position) Term expires 06/30/18

Gender Balance of appointments: F- 2; M- 2(5 member board)

1. D. Ryan Bevins
2. Ben Snyder

Application for
BOARD or COMMISSION
Appointment

Name: Wayne Grell

Address: 1075 W Forevergreen Rd

Phone: 665-6273 Email: icway@southslope.net Gender: Male Female

I would like to volunteer to serve on the:

Board of Adjustment

Board of Appeals

Cemetery Board

Citizen Task Force

Library Board of Trustees

Parks & Recreation Commission

Planning & Zoning Commission

Telecommunications Commission

Tree and Storm Water Board

Place of employment and position:
Self-employed

Are you a citizen 18 years of age or older? YES NO

Are you a resident of North Liberty? YES NO

Length of residence in North Liberty: 15 years

Please give a brief statement of why you would like serve on this Board or Commission:

I like living in North Liberty, I was on the Board of Adjustment 2006 - 2016. I did a good job of reviewing the matter before the Board and making a fair decision.

Please note any real estate, business or commercial interests within the City, other than your primary residence, for the purpose of identifying any actual or potential conflicts of interest:
none

Please give any other background or personal information that you feel would be helpful to the City Council in making their decision:

I own and operate a business. I am business minded and have a understanding of construction, property layouts and zoning.

Signature of Applicant:  Date: 2/6/18

Application for
BOARD or COMMISSION
Appointment

Name: Ben Snyder

Address: 880 Chalker Cir

Phone: 319 350 7729 Email: ben@copperblack ^{services.com} Gender: Male Female

I would like to volunteer to serve on the:

- | | | |
|--|--|--|
| <input type="checkbox"/> Board of Adjustment | | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Board of Appeals | *interested in hearing about any vacant position | <input type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Cemetery Board | | <input type="checkbox"/> Telecommunications Commission |
| <input type="checkbox"/> Citizen Task Force | | <input type="checkbox"/> Tree and Storm Water Board |
| <input type="checkbox"/> Library Board of Trustees | | |

Place of employment and position:

Copper Black Services - Founder -

Are you a citizen 18 years of age or older? YES NO

Are you a resident of North Liberty? YES NO

Length of residence in North Liberty: 4 years

Please give a brief statement of why you would like serve on this Board or Commission:

- I love North Liberty & believe in giving back civically

Please note any real estate, business or commercial interests within the City, other than your primary residence, for the purpose of identifying any actual or potential conflicts of interest:

none

Please give any other background or personal information that you feel would be helpful to the City Council in making their decision:

Signature of Applicant: Ben Snyder Date: 2-6-18

Application for
BOARD or COMMISSION
Appointment

Name: Megan Lehman

Address: 565 Pond View Dr. Unit 202, North Liberty

Phone: 309-221-3939 Email: meganllehman@gmail.com Gender: Male Female

I would like to volunteer to serve on the:

Board of Adjustment

Board of Appeals

Cemetery Board

Citizen Task Force

Library Board of Trustees

Parks & Recreation Commission

Planning & Zoning Commission

Telecommunications Commission

Tree and Storm Water Board

Place of employment and position:

MidWestOne Bank - Personal Banker

Are you a citizen 18 years of age or older? YES NO

Are you a resident of North Liberty? YES NO


Length of residence in North Liberty: 1 year, 2 months

Please give a brief statement of why you would like serve on this Board or Commission:

I firmly believe in being involved in your community and local government, and I feel Parks and Recreation is a great place to start. Though I have not lived in North Liberty long, I love this community and want to serve it. I hope this is the beginning of my opportunities to be involved.

Please note any real estate, business or commercial interests within the City, other than your primary residence, for the purpose of identifying any actual or potential conflicts of interest:

Please give any other background or personal information that you feel would be helpful to the City Council in making their decision:

Signature of Applicant: 

Date: 10/19/17

PROFESSIONAL EXPERIENCE

MidWestOne Bank, Coralville, IA 52246

May 2016 – present

Personal Banker

- Perform daily working tasks
- Assist customers in all transactions and opening accounts
- Organize events to improve staff relations and encourage morale
- Execute domestic and foreign wire transfers
- Volunteer within the community
- Organize events to work with the community, bank, and marketing department

United States Senate, Washington D.C., 20002

September 2015 – December 2015

Intern/Fellow

- Maintained constant communication with constituents
- Researched and completed intricate projects for legislative assistants
- Gave educational and informative tours to visiting constituents
- Participated in Running Start Star Fellowship

Hy-Vee, Coralville, IA 52242

February 2012 – present

Assistant Manager of Grocery

- Managed 150+ staff throughout grocery department assigning duties and evaluating work
- Maintained sales floor vigilantly walking isles and communicating with staff to determine inventory needs
- Contributed to bi-weekly store executive meetings reporting on current efforts and trouble-shooting problems
- Instilled a culture of strong bonds to customers promoting an ethic valuing customer satisfaction
- Placed 2nd in company-wide district customer service competition

Cash Accountability

- Reconciled large sums of accounts-receivable daily adhering to best accounting practices established by company
- Reported discrepancies seeking explanation and solutions to minimize revenue loss

Customer Service Representative

- Point-of-Sales representative providing high-end and specialized assistance to customers
- Trained 5+ new employees to effectively perform customer service counter duties and execute responsibilities

The University of Iowa, Iowa City, IA 52242

August 2014 – present

Writing Fellowship

- Corresponded with students facilitating writing through exchanges of edited work and suggested styles
- Collaborated with students on development and enhancement of writing themes complementing coursework
- Scheduled commenting conferences which aid in the training of students improving writing product
- Selected through a highly-selective process requiring writing samples and honor-level performance in classes

The Register Mail, Galesburg, IL 61440

December 2011 – present

Student Columnist

- Published bi-weekly human-interest stories reporting on local events, people, and issues
- Adhered to strict editorial guidelines promoting image of newspaper through produced work
- Responded to publication demands submitting targeted news stories as directed and requested

BookRenter,

December 2012 – Jan. 2012

Digital Intern

- Produced weekly blogs for an online magazine targeting unique student populations driving advertisement
- Organized 5 campus marketing events including administering campus competitions for prizes
- Wrote a large number of stories concerning college specific information such as “how to best take notes”

EPIC Young Professionals,
Leadership Council

August 2017 - Present

- Assist in organizing community events for young professionals in the Iowa City Area
- Attend events to represent the organization

PROFESSIONAL WRITING SAMPLES

“An Introduction to Internships”, (2013), Investing Ed: financial education for everyone,
<http://www.investinged.com/art.php?a=97>

“New Location for La Montessori Nurtury,” (2017) North Liberty Leader
<http://www.soloneconomist.com/content/new-location-la-montessori-nurtury>

EDUCATION

The University of Iowa, Iowa City, IA 52242 **degree conferred May 2016**

Bachelor of Arts: Communication Studies; with major and university honors

Minor: Spanish

Honors Thesis: “Pretty in Politics: an analysis of traditional and new age feminine style.”

Kirkwood Community College, Iowa City, IA **degree conferred May 2013**

Associate of Arts

EDUCATION ACCOLADES AND AWARDS

Leadership Iowa University: highly-competitive selection process of current undergraduates to represent the University of Iowa through a number of outreach and networking opportunities promoting both personal and professional growth of student participants

Michael D. & Reena M. Hais Scholarship: nominated by the Iowa Foundation based on academic excellence selected to receive \$1,000 in scholarship funding

Lambda Pi Eta: nominated and inducted into the National Honor Society for Communication Studies students based on academic achievement, community leadership, and service

“50 Most Outstanding Students”: selected by governing board of faculty as one of the “Top Scholars”

Student Ambassador: interviewed and selected as a student ambassador representing the college to members of Congress in Washington, D.C. lobbying for the continued extension of the Pell Grant Program

Phi Theta Kappa: nominated and inducted into the Community College National Honor Society

Communique: student newspaper journalist and advertising manager, created largest issues with advertisements

McKay Scholarship: awarded based on demonstrated dedication to community service

Women’s Campaign School at Yale: one of 80 selected participants out of 500 applicants, receiving professional campaign training

Application for
BOARD or COMMISSION
Appointment

Name: D. Ryan Bevins

Address: 1610 Cedar Springs Court

Phone: (319) 430-3638 Email: drbevins@hotmail.com

I would like to volunteer to serve on the:

- Board of Adjustment
- Board of Appeals
- Cemetery Board
- Transit Task Force
- Library Board of Trustees
- Citizen Task Force
- Parks & Recreation Commission
- Planning & Zoning Commission
- Telecommunications Commission
Communications Advisory Commission
- Tree & Stormwater Board

Place of employment and position: Thys Auto Group, Internet/Marketing Manager

Length of residence in North Liberty: 13 years

Please give a brief statement of why you would like serve on this Board or Commission:

Looking for ways to stay more involved and give back to my community. Focus on communication

Please note any real estate, business or commercial interests within the City, other than your primary residence, for the purpose of identifying any actual or potential conflicts of interest:

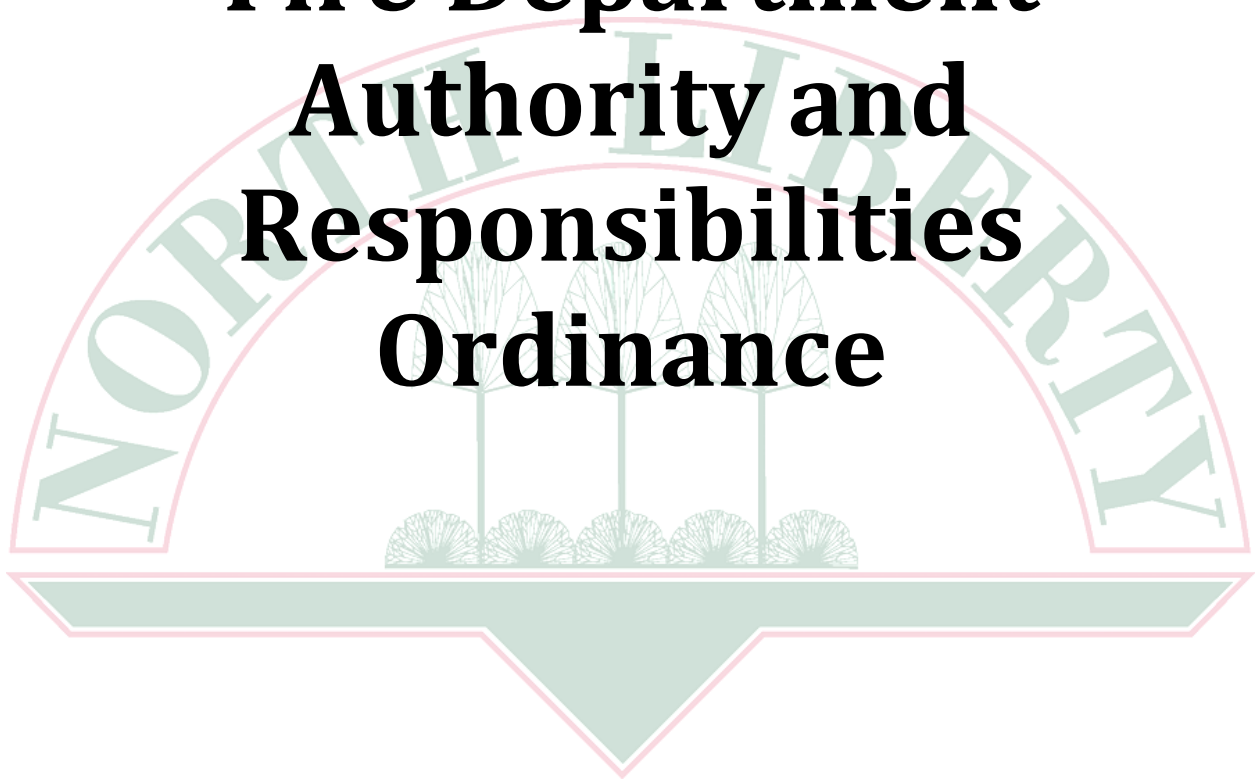
None

Please give any other background or personal information that you feel would be helpful to the City Council in making their decision:

I enjoy reading about the social psychology involved with communication and effective marketing (Made to Stick, Drive, Start with Why, etc..). University of Iowa graduate with a recent Non-Profit Management Certificate (2015). I use many forms of communication professionally including email, text, social media, phone, YouTube, meetings (well and in person). I analyze data and guide the direction of our marketing efforts as well as choosing our vendors. Flexible schedule as I work from home when I'm not running my three kids around to activities.

Signature of Applicant:  Date: 1/25/18

**Police Department and
Fire Department
Authority and
Responsibilities
Ordinance**



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTERS 5, 30 and 35 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING PROVISIONS CONCERNING REMOVAL OF OFFICERS AND CERTAIN AMENDMENTS REGARDING POLICE DEPARTMENT AND FIRE DEPARTMENT AUTHORITY AND RESPONSIBILITIES

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

SECTION 1. AMENDMENT. That Chapter 5, "Operating Procedures," of the North Liberty Code of Ordinances be and the same is hereby amended by repealing Section 5.09 and the following adopted in lieu thereof:

5.09 REMOVAL OF APPOINTED OFFICERS AND EMPLOYEES. Except as otherwise provided by State or City law, all persons appointed to City office or employment, which includes all persons appointed by or subject to the approval of the City Council or the Mayor, may be removed by the officer or body making the appointment, but every such removal shall be by written order. The order shall give the reasons, be filed in the office of the Clerk, and a copy shall be sent by certified mail to the person removed, who, upon request filed with the Clerk within thirty (30) days after the date of mailing the copy, shall be granted a public hearing before the Council on all issues connected with the removal. The hearing shall be held within thirty (30) days after the date the request is filed, unless the person removed requests a later date.

(Code of Iowa, Sec. 372.15)

SECTION 2. AMENDMENT. That Chapter 30, "Police Department," of the North Liberty Code of Ordinances be and the same is hereby amended by amending Section 30.06 to read as follows:

30.06 PEACE OFFICERS APPOINTED AND HIRED. The Mayor shall appoint and has the authority to dismiss the Police Chief, subject to the consent of a majority of the Council. The ~~City Administrator~~ Police Chief shall select and has the authority to remove, subject to the approval of the ~~Council~~ City Administrator, the other members of the department. Removal of any members of the department that are included in a collective bargaining agreement is further subject to any applicable terms and limitations set forth in the agreement.

(Code of Iowa, Sec. 372.4)

SECTION 3. AMENDMENT. That Chapter 30, "Police Department," of the North Liberty Code of Ordinances be and the same is hereby amended by amending Section 30.08 to read as follows:

30.08 DEPARTMENTAL RULES. The Police Chief shall establish such policies and rules, not in conflict with the Code of Ordinances, ~~and subject to the approval of the Council,~~ as may be necessary for the operation of the department.

SECTION 4. AMENDMENT. That Chapter 35, "Fire Department," of the North Liberty Code of Ordinances (2017) be and the same is hereby amended by amending Section 35.05 to read as follows:

35.05 APPOINTMENT OF OFFICERS AND MEMBERS.

1. _____ The Fire Chief ~~and Assistant Fire Chief~~ shall be appointed by; and serve at the pleasure of; the City Administrator, subject to the approval of the Council. Assistant Fire Chiefs shall be appointed by and serve at the pleasure of the Fire Chief, subject to the approval of the City Administrator. The Fire Chief shall select and promote all other firefighters and also has the authority to discharge firefighters found to be incompetent or derelict in their duties.

2. _____ In case of absence of the Fire Chief, the designated Assistant Fire Chief shall be in charge and have and exercise all the powers of Fire Chief. The Fire Chief shall appoint the volunteer firefighters, fill vacancies among them, and dismiss them, ~~subject to the approval of the Council. No person having otherwise qualified shall be appointed to the department until such appointment is submitted to and approved by a majority of the Council members.~~

SECTION 5. AMENDMENT. That Chapter 35, "Fire Department," of the North Liberty Code of Ordinances (2017) be and the same is hereby amended by amending Section 35.07 to read as follows:

35.07 OBEDIENCE TO FIRE CHIEF. No person shall willfully fail or refuse to comply with any lawful order or direction of the Fire Chief or any designee.

SECTION 6. AMENDMENT. That Chapter 35, "Fire Department," of the North Liberty Code of Ordinances (2017) be and the same is hereby amended by amending Section 35.07 to read as follows:

35.08 CONSTITUTIONDEPARTMENTAL RULES. ~~The department shall adopt a constitution and bylaws as they deem calculated to accomplish the object contemplated, and such constitution and bylaws and any change or amendment to such constitution and bylaws before being effective, must be approved by the Council.~~ The Fire Chief shall establish such policies and rules, not in conflict with the Code of Ordinances, as may be necessary for the operation of the department.

SECTION 7. AMENDMENT. That Chapter 35, "Fire Department," of the North Liberty Code of Ordinances (2017) be and the same is hereby amended by amending Section 35.12 to read as follows:

35.12 MUTUAL AND AUTOMATIC AID. Subject to approval by resolution of the Council, the department may enter into mutual aid and automatic aid agreements with other legally constituted fire departments. Copies of any such agreements shall be filed with the Clerk.

(Code of Iowa, Sec. 364.4[2 & 3])

SECTION 8. AMENDMENT. That Chapter 53, "Noise," of the North Liberty Code of Ordinances be and the same is hereby amended by amending Subsection 53.03(6) to read as follows:

53.03 EXCEPTIONS. The provisions of this chapter do not apply to:

.....

- 6. Emergency vehicles such as police vehicles, fire trucks, and ambulances.

SECTION 9. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 10. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 10. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____, 2018.
Second reading on _____, 2018.
Third and final reading on _____, 2018.

CITY OF NORTH LIBERTY:

ATTEST:

Terry L. Donahue, MAYOR

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the North Liberty *Leader* on the ____ day of _____, 2018.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2018-02

AN ORDINANCE AMENDING CHAPTERS 5, 30 and 35 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING PROVISIONS CONCERNING REMOVAL OF OFFICERS AND CERTAIN AMENDMENTS REGARDING POLICE DEPARTMENT AND FIRE DEPARTMENT AUTHORITY AND RESPONSIBILTIES

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

SECTION 1. AMENDMENT. That Chapter 5, "Operating Procedures," of the North Liberty Code of Ordinances be and the same is hereby amended by repealing Section 5.09 and the following adopted in lieu thereof:

5.09 REMOVAL OF APPOINTED OFFICERS AND EMPLOYEES. Except as otherwise provided by State or City law, all persons appointed to City office or employment, which includes all persons appointed by or subject to the approval of the City Council or the Mayor, may be removed by the officer or body making the appointment, but every such removal shall be by written order. The order shall give the reasons, be filed in the office of the Clerk, and a copy shall be sent by certified mail to the person removed, who, upon request filed with the Clerk within thirty (30) days after the date of mailing the copy, shall be granted a public hearing before the Council on all issues connected with the removal. The hearing shall be held within thirty (30) days after the date the request is filed, unless the person removed requests a later date.

(Code of Iowa, Sec. 372.15)

SECTION 2. AMENDMENT. That Chapter 30, "Police Department," of the North Liberty Code of Ordinances be and the same is hereby amended by amending Section 30.06 to read as follows:

30.06 PEACE OFFICERS APPOINTED AND HIRED. The Mayor shall appoint and has the authority to dismiss the Police Chief, subject to the consent of a majority of the Council. The Police Chief shall select and has the authority to remove, subject to the approval of the City Administrator, the other members of the department. Removal of any members of the department that are included in a collective bargaining agreement is further subject to any applicable terms and limitations set forth in the agreement.

(Code of Iowa, Sec. 372.4)

SECTION 3. AMENDMENT. That Chapter 30, "Police Department," of the North Liberty Code of Ordinances be and the same is hereby amended by amending Section 30.08 to read as follows:

30.08 DEPARTMENTAL RULES. The Police Chief shall establish such policies and rules, not in conflict with the Code of Ordinances, as may be necessary for the operation of the department.

SECTION 4. AMENDMENT. That Chapter 35, "Fire Department," of the North Liberty Code of Ordinances (2017) be and the same is hereby amended by amending Section 35.05 to read as follows:

35.05 APPOINTMENT OF OFFICERS AND MEMBERS.

1. The Fire Chief shall be appointed by and serve at the pleasure of the City Administrator, subject to the approval of the Council. Assistant Fire Chiefs shall be appointed by and serve at the pleasure of the Fire Chief, subject to the approval of the City Administrator. The Fire Chief shall select and promote all other firefighters and also has the authority to discharge firefighters found to be incompetent or derelict in their duties.

2. In case of absence of the Fire Chief, the designated Assistant Fire Chief shall be in charge and have and exercise all the powers of Fire Chief. The Fire Chief shall appoint the volunteer firefighters, fill vacancies among them, and dismiss them..

SECTION 5. AMENDMENT. That Chapter 35, "Fire Department," of the North Liberty Code of Ordinances (2017) be and the same is hereby amended by amending Section 35.07 to read as follows:

35.07 OBEDIENCE TO FIRE CHIEF. No person shall willfully fail or refuse to comply with any lawful order or direction of the Fire Chief or any designee.

SECTION 6. AMENDMENT. That Chapter 35, "Fire Department," of the North Liberty Code of Ordinances (2017) be and the same is hereby amended by amending Section 35.07 to read as follows:

35.08 DEPARTMENTAL RULES. The Fire Chief shall establish such policies and rules, not in conflict with the Code of Ordinances, as may be necessary for the operation of the department.

SECTION 7. AMENDMENT. That Chapter 35, "Fire Department," of the North Liberty Code of Ordinances (2017) be and the same is hereby amended by amending Section 35.12 to read as follows:

35.12 MUTUAL AND AUTOMATIC AID. Subject to approval by resolution of the Council, the department may enter into mutual aid and automatic aid agreements with other legally constituted fire departments. Copies of any such agreements shall be filed with the Clerk.

(Code of Iowa, Sec. 364.4[2 & 3])

SECTION 8. AMENDMENT. That Chapter 53, "Noise," of the North Liberty Code of Ordinances be and the same is hereby amended by amending Subsection 53.03(6) to read as follows:

53.03 EXCEPTIONS. The provisions of this chapter do not apply to:

.....

- 6. Emergency vehicles such as police vehicles, fire trucks, and ambulances.

SECTION 9. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 10. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 10. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on February 27, 2018.
Second reading on _____, 2018.
Third and final reading on _____, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

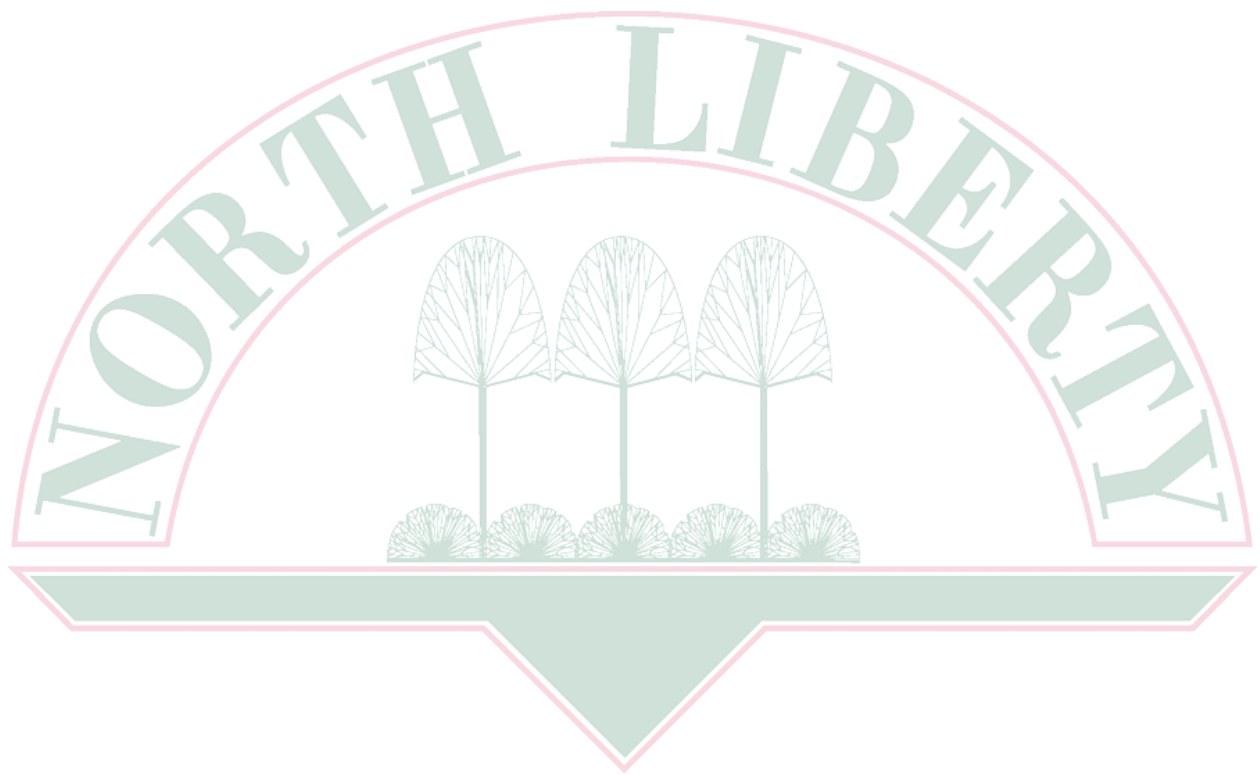
I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2018-02 in the North Liberty *Leader* on the ____ day of _____, 2018.

TRACEY MULCAHEY, CITY CLERK

Showalter Property



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Erek P. Sittig, 123 N. Linn St., Suite 300, Iowa City, IA 52245, (319) 354-0331

Taxpayer Information: (name and complete address)

CMW Properties, LLC, 310 E Burlington St #10, Iowa City, IA 52240

Return Document To: (name and complete address)

Erek P. Sittig, 123 N. Linn St., Suite 300, Iowa City, IA 52245

Grantors:

City of North Liberty, Iowa

Grantees:

CMW Properties, LLC

Legal Description: See Page 2

Document or instrument number of previously recorded documents: N/A

Warranty Deed
(Corporate/Business Entity Grantor)

For the consideration of One Dollar(s) and other valuable consideration, the City of North Liberty, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa does hereby Convey to CMW Properties, LLC, the following described real estate in Johnson County, Iowa:

Commencing at the Southwest corner of Section 17, Township 80 North, Range 6 West of the 5th P.M.; thence North 1037.92 feet; thence East 1328.89 feet to the centerline of county road and the point of beginning; thence North 258.72 feet along said centerline to the centerline of Old Highway 218; thence South 88°37'30" East 241.72 feet along the centerline of Old Highway 218; thence South 258.72 feet; thence North 88°37'30" West 241.72 feet to the point of beginning;
EXCEPT that portion dedicated as right-of-way, described in warranty deed recorded at Book 5725, Page 759

This deed is exempt according to Iowa Code 428A.2(6).

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: _____.

City of North Liberty, Iowa, a municipal corporation

By _____
Terry Donahue, Mayor

By _____
Tracey Mulcahey, City Clerk

STATE OF IOWA)
)SS:
COUNTY OF JOHNSON)

On this ___ day of _____, 2018, before me personally appeared Terry Donahue and Tracey Mulcahey, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa; that the seal affixed to this deed is the corporate seal of the corporation and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in a resolution of the City Council adopted _____, and that Terry Donahue and Tracey Mulcahey acknowledged the execution of this deed to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa

Resolution No. 2018-27

**RESOLUTION DISPOSING OF CERTAIN REAL ESTATE AND
APPROVING ISSUANCE OF A DEED**

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

WHEREAS, pursuant to published notice, a public hearing was held on this date regarding the City's proposed disposition of the real estate described below;

WHEREAS, the City Council of the City of North Liberty, Iowa, has resolved to sell the real estate described below, subject to the City of North Liberty's perpetual right of ingress and egress for the construction, replacement, operation, and maintenance of public utilities and other public improvements as determined appropriate by the City of North Liberty; and

WHEREAS, the City Council of the City of North Liberty, Iowa, has reviewed a proposed purchase agreement executed by CMW Properties, LLC, and a proposed warranty deed, which would transfer the City's interests in this property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Liberty, Iowa, does hereby confirm the sale to CMW Properties, LLC, in exchange for the purchase price of \$125,000.00 of the following described real estate lying within the City of North Liberty, Iowa:

Commencing at the Southwest corner of Section 17, Township 80 North, Range 6 West of the 5th P.M.; thence North 1037.92 feet; thence East 1328.89 feet to the centerline of county road and the point of beginning; thence North 258.72 feet along said centerline to the centerline of Old Highway 218; thence South 88°37'30" East 241.72 feet along the centerline of Old Highway 218; thence South 258.72 feet; thence North 88°37'30" West 241.72 feet to the point of beginning;
EXCEPT that portion dedicated as right-of-way, described in warranty deed recorded at Book 5725, Page 759

BE IT FURTHER RESOLVED that the proposed deed is hereby approved and the Mayor and the City Clerk are directed to execute the deed and deliver it to the purchaser at the time of closing.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are also directed and authorized to execute any other normal and customary document related to the sale of the property pursuant to this resolution.

APPROVED AND ADOPTED this 13th day of March, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

**REAL ESTATE PURCHASE AGREEMENT
(NONRESIDENTIAL)**

The undersigned BUYER hereby agrees to buy and the undersigned SELLER hereby agrees to sell the real property situated in North Liberty, Iowa, locally known as 2715 Dubuque St NE, and legally described as:

Commencing at the Southwest corner of Section 17, Township 80 North, Range 6 West of the 5th P.M.; thence North 1037.92 feet; thence East 1328.89 feet to the centerline of county road and the point of beginning; thence North 258.72 feet along said centerline to the centerline of Old Highway 218; thence South 88°37'30" East 241.72 feet along the centerline of Old Highway 218; thence South 258.72 feet; thence North 88°37'30" West 241.72 feet to the point of beginning;

EXCEPT that portion dedicated as right-of-way, described in warranty deed recorded at Book 5725, Page 759;

(Final legal description to be taken from abstract of title);

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, is permitted to use the Property for any lawful purpose.

1. PURCHASE PRICE. The Purchase Price shall be \$ 125,000.00 and the method of payment shall be as follows: \$5,000.00 with this Agreement, to be nonrefundable to Buyer; and the balance of the Purchase Price to be paid in cash at the time of closing.

2. REAL ESTATE TAXES. SELLER shall pay all property taxes accrued through the date of closing and any unpaid real estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLER shall pay BUYER, or BUYER shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS.

A. SELLER shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year of

the execution of this Agreement, and all prior installments thereof.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER's possession, including those for which assessments arise after closing, shall be paid by SELLER.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.

D. BUYER shall pay all other special assessments or installments not payable by SELLER.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before March 10, 2018, and any adjustments of rent, insurance, interest, and all charges attributable to the SELLER's possession shall be made as of the date of possession. SELLER agrees to permit BUYER to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. This transaction shall be considered closed upon the delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following: N/A

The following items shall not be included: N/A

7. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by SELLER in its present condition until possession, ordinary wear and tear excepted. SELLER makes no warranties, expressed or implied, as to the condition of the property.

BUYER acknowledges that it has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

8. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an

abstract of title to the Real Estate continued through the date of this Agreement, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLERS shall pay the costs thereof. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. SELLER warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER have done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: None.

B. BUYER may, at its expense, within 14 days after the date of this Agreement, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum in excess of \$0.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER, subject to SELLER's right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER.

12. STATEMENT AS TO LIENS. If BUYER intends to assume or take subject to a lien on the Property, SELLER shall furnish BUYER with a written statement prior to closing from the holder of such lien, showing the correct balance due.

13. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. REMEDIES OF THE PARTIES.

A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, BUYER has the right to cancel this transaction and to declare this Agreement null and void.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

15. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

16. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

17. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

18. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the

Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. SELLER represents and warrants to BUYER that the Property is not served by a private sewage disposal system, and there are no known active private sewage disposal systems on the property.

20. ADDITIONAL PROVISIONS.

A. This Purchase Agreement shall not be effective or enforceable against SELLER unless and until it is approved by the City Council of the City of North Liberty pursuant to Section 364.7 of the Code of Iowa.

B. BUYER acknowledges that the Property will not have direct access to any public right-of-way and will not be buildable unless combined with other contiguous property.

Date: _____

Date: 2/15/18

SELLER
CITY OF NORTH LIBERTY, IOWA
By:

BUYER
CMW PROPERTIES, LLC
By:

Terry L. Donahue, Mayor

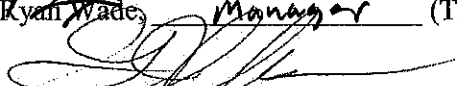


Greg McLaughlin, MANAGER (Title)

Ryan Heiar, City Administrator



Ryan Wade, Manager (Title)



Joseph Clark, Manager (Title)

NL Penn & Front Street Corridor Improvements



PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: NL Penn & Front Street Corridor Improvements

DATE: March 8, 2018

PROJECT DESCRIPTION: Design, bidding and construction phase services for improvements to Penn and Front Street corridors. Improvements generally are to include sight distance improvements at two locations adjacent to Penn Street; and intersection (roundabout) improvements at the Penn/Front Street and Front/North Bend Drive intersections. Exhibits of the project location and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$3.5M.

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

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

1. **Design Phase:** Design phase shall include the following services.
 - a. Topographic Survey: We will provide a topographic survey for the project including surface features, topographic information, utilities as located by One-Call, easements, and right-of-way. The survey will be used as the base map for the design plans.
 - b. Design Services: We will provide design services for the corridor improvements project including surveying, civil engineering, traffic engineering, electrical engineering, and landscape architecture. The design process/approach will include regular meetings with City staff. The design process will also include meetings and coordination with Iowa City Community School District staff and impacted property owners adjacent to the planned improvements.
 - c. Landscaping Design: We will provide landscaping design for the Penn/Front and the Front/North Bend roundabouts.
 - d. Acquisition & Easement Descriptions: We will prepare legal descriptions and exhibits for required project acquisitions and easements.
 - e. Permitting: We will prepare and submit DNR public water main and sanitary sewer construction permit applications. We will prepare and submit a DNR NPDES permit application.
 - f. Utilities: Provide initial notification to utility companies within the project limits and attend utility coordination meeting with City and utility company representatives.



- g. **Construction Documents:** Construction documents will consist of preparing complete plans and specifications for public bidding and construction. The package will be reviewed and approved by City staff prior to authorization for public hearing and distribution to bidders.
 - h. **Cost Opinion:** We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
 - i. **Project Manual:** We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.
2. **Bidding Phase:** Services include preparation of bid documents, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, attend pre-bid meeting, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to Owner regarding award of contract.
3. **Construction Phase:** Services include the following based upon a ten-month construction period.
- a. Prepare and distribute construction contract and Notice to Proceed.
 - b. Review form of contract, bonds, and insurance.
 - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
 - d. Provide construction staking.
 - e. Provide construction testing including subgrade compaction and concrete testing.
 - f. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
 - g. Facilitate and participate with regular construction progress meetings.
 - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
 - i. Review payment applications and provide recommendation to Owner for payment.
 - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
 - k. Provide Record Drawings.

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

- 1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.

2. Schedule and conduct informational meeting(s) with the public as deemed necessary.
3. Provide necessary right-of-way and/or easements as required for construction of the project.
4. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer and adjacent property owners.
5. Environmental permitting if required.
6. Provide funding for the project.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. We understand that the project schedule goal is for bidding to occur winter 2018 with construction to begin early 2019.

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

Design & Bidding Phase	\$ 169,000	Lump Sum
Construction Phase	\$ 105,000	Hourly (estimated)
Reimbursable Expenses	<u>\$ 7,000</u>	As incurred (estimated)
Total	\$ 281,000	

We will not proceed with Bidding or Construction Phase services until authorized by the City. It is agreed invoicing shall not begin until July 2018.

ADDITIONAL SERVICES: Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates. Services may include assistance with acquiring easements or right-of-way and legal descriptions if determined needed.

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

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

BY: _____



 Kevin P. Trom, P.E.
 Project Manager

TITLE: _____

DATE ACCEPTED: _____

KPT/bad

Enc.: Terms and Conditions

STANDARD TERMS AND CONDITIONS

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be

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

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

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

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

SIGNATURES

Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement. The CLIENT representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

Penn and Front Street Corridor Improvements
Proposed Project Schedule
March 6, 2018

	2018										2019		
	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH
Approve Contract	*												
Survey / Basemap		■	■	■									
Preliminary Plans			■	■	■	*							
Check Plans					■	■	■	*					
Acquisitions / Easements			■	■	■	■	■	■	■				
Final Plans							■	■	■	*			
QA / QC									■				
Public Hearing										*			
Bidding Phase									■	■			
Award Contract											*		
Construction (Mar - Aug)													■*



GRANT
ELEMENTARY SITE



**PENN STREET AND FRONT
STREET CORRIDOR
IMPROVEMENTS**

FRONT / N. BEND
INTERSECTION
IMPROVEMENTS

PENN / DUBUQUE
SIGHT DISTANCE
IMPROVEMENT

PENN / DUBUQUE
SIGHT DISTANCE
IMPROVEMENT

PENN / FRONT
INTERSECTION
IMPROVEMENTS

PENN STREET

DUBUQUE STREET

N BEND DRIVE

JEFFERSON STREET

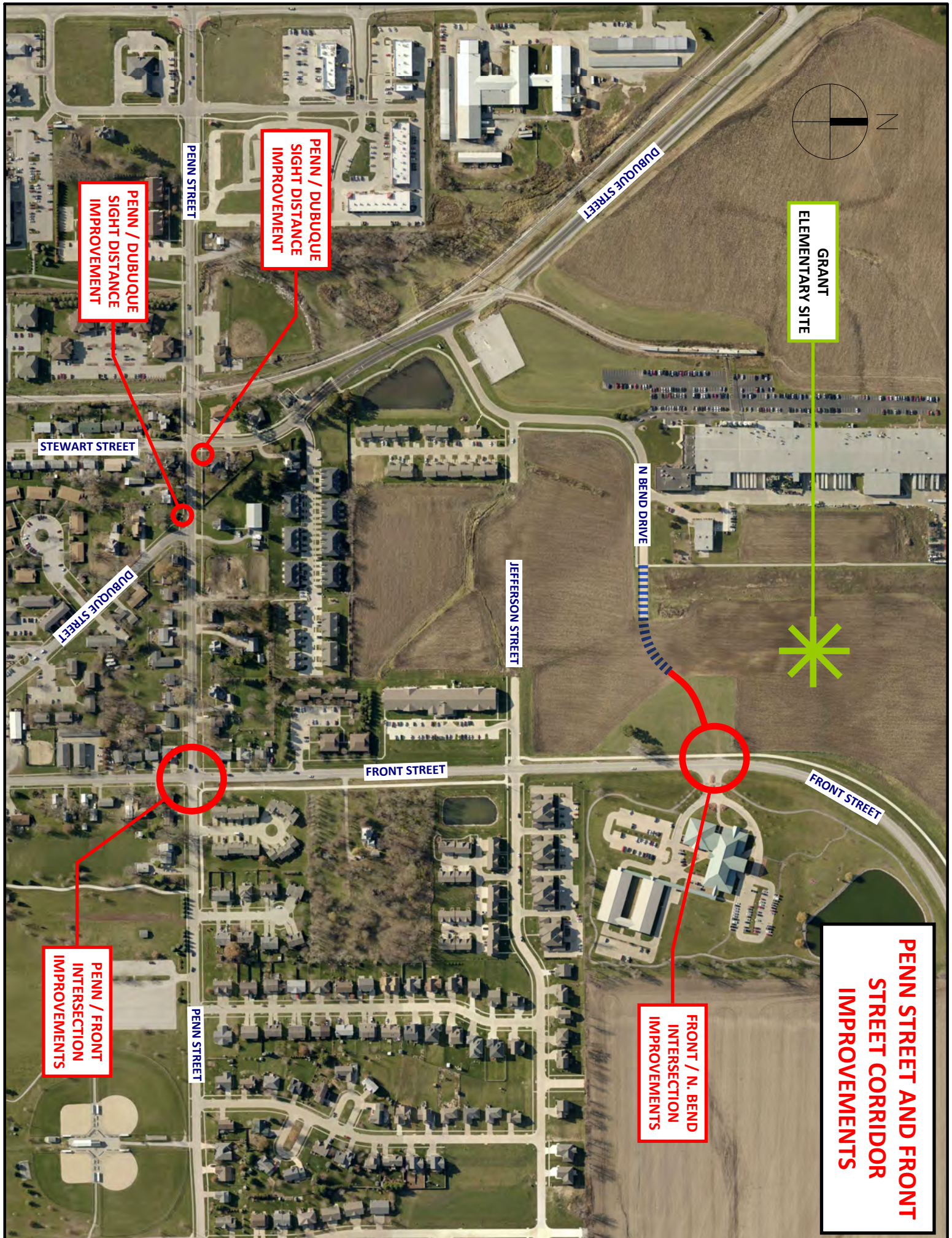
FRONT STREET

FRONT STREET

STEWART STREET

DUBUQUE STREET

PENN STREET





City of North Liberty - Penn & Front Street Corridor Improvements

SUMMARY OF ANTICIPATED PROJECT COSTS

Concept Phase (March 5, 2018)

SITE	DESCRIPTION	EXTENDED COST
1	Penn & Front Street Intersection construction cost opinion*	\$ 1,055,700
2	Front & North Bend Intersection construction**	\$ 1,055,700
3	Sight Distance improvement (Penn & Dubuque location)	\$ 35,000
4	Sight Distance improvement (Penn & Dubuque/Stewart location)	\$ 30,000
	Subtotal Construction Cost***	\$ 2,176,400
	Engineering & Administration (15%)	\$ 326,460
	Property Acquisitions & Easements	\$ 800,000
	Utility Relocations	\$ 185,000
	TOTAL	\$ 3,487,860

*Per the Penn Street preliminary engineering study

**Assumes similar cost to Penn/Front intersection

***Includes construction cost opinion plus 15% concept phase contingency

DESCRIPTION: Construct single-lane roundabout at Penn/Front intersection. Estimate includes brick paver truck apron and splitter islands, landscaped central island, 5-foot sidewalks and 10-foot trail at the NE quadrant.

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENDED COST
1	CLEARING & GRUBBING	UNIT	32	\$	960
2	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	3,000	\$	18,000
3	TOPSOIL, STRIP, SALVAGE & SPREAD	CY	750	\$	6,000
4	MODIFIED SUBBASE	CY	750	\$	26,250
5	TEMPORARY PAVEMENT	SY	850	\$	38,250
6	STD/S-F PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN.	SY	3,525	\$	176,250
7	APRONS, CONCRETE, 18 IN. DIA.	EACH	2	\$	1,700
8	APRONS, CONCRETE, 24 IN. DIA.	EACH	1	\$	1,200
9	MANHOLE, SANITARY SEWER, SW-310, 48 IN.	EACH	4	\$	20,000
10	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	2	\$	10,400
11	MANHOLE, STORM SEWER, SW-401, 72 IN.	EACH	1	\$	8,500
12	INTAKE, SW-501	EACH	1	\$	3,500
13	INTAKE, SW-508	EACH	4	\$	18,800
14	INTAKE, SW-509	EACH	1	\$	5,000
15	INTAKE, SW-510, MODIFIED	EACH	1	\$	6,000
16	INTAKE, SW-512, 30 IN. DIA.	EACH	1	\$	2,400
17	SUBDRAIN, LONGITUDINAL	LF	1,000	\$	9,000
18	SUBDRAIN RISER, 6 IN., AS PER PLAN	EACH	4	\$	2,000
19	SUBDRAIN OUTLET, DR-303	EACH	8	\$	2,000
20	STORM SEWER, TRENCHED, RCP, 2000D (CIII), 18 IN.	LF	250	\$	16,250
21	STORM SEWER, TRENCHED, RCP, 2000D (CIII), 24 IN.	LF	350	\$	28,000
22	STORM SEWER, TRENCHED, RCP, 2000D LOW CLEARANCE 36 IN. ARCH	LF	20	\$	4,000
23	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	280	\$	19,600
24	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	395	\$	6,320
25	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	500	\$	9,000
26	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	10	\$	7,000
27	FIRE HYDRANT RELOCATION	EACH	1	\$	3,500
28	WATER SERVICE REPLACEMENTS	EACH	2	\$	4,000
29	WATER VALVE REPLACEMENTS	EACH	4	\$	12,000
30	REMOVAL OF CONCRETE	SY	4,300	\$	30,100
31	SIDEWALK, PCC, 6 IN.	SY	975	\$	40,950
32	DETECTABLE WARNINGS	SF	288	\$	11,520
33	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	215	\$	10,750
34	UNIT PAVERS - TRUCK APRON - INSIDE	SY	395	\$	30,415
35	UNIT PAVERS - SPLITTER ISLAND	SY	215	\$	16,555
36	UNIT PAVERS - TRUCK APRON - OUTSIDE	SY	190	\$	14,630
37	PCC SUBBASE FOR UNIT PAVERS - TRUCK APRON - INSIDE	SY	395	\$	12,640
38	PCC SUBBASE FOR UNIT PAVERS - SPLITTER ISLAND	SY	215	\$	6,880
39	PCC SUBBASE FOR UNIT PAVERS - TRUCK APRON - OUTSIDE	SY	190	\$	6,080
40	PCC RIBBON CURB, 18 IN.	LF	185	\$	7,400
41	SIGNAGE	LS	1	\$	7,000
42	PAINTED PAVEMENT MARKINGS, DURABLE	STA	50	\$	4,250
43	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	4	\$	1,600
44	REMOVABLE TAPE MARKINGS	STA	75	\$	8,625
45	SAFETY CLOSURE	EACH	8	\$	2,000
46	TRAFFIC CONTROL	LS	1	\$	30,000
47	MOBILIZATION	LS	1	\$	45,000
48	EROSION CONTROL / SWPP / SEEDING	LS	1	\$	20,000
49	ROUNDAABOUT CENTER ISLAND / LANDSCAPING	LS	1	\$	55,000
50	ROUNDAABOUT LIGHTING	LS	1	\$	90,000

Opinion of Construction Cost - Subtotal \$ 918,000
Contingency (15%) \$ 137,700

Opinion of Construction Cost - TOTAL \$ 1,055,700
Engineering, Legal, Administration (15%) \$ 158,400
Property Acquisitions and Easements * \$ 800,000
Private Utility Relocations ** \$ 130,000

Opinion of Project Cost - TOTAL \$ 2,144,100

* Estimate

** Estimate - Alliant, MidAmerican Gas, Telecom

Alliant (Dean Colony 2/14: Estimate \$70,000 to relocate transformer at NE corner)

Resolution No. 2018-28

**RESOLUTION APPROVING SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-
HATTERY, INC. FOR THE NL PENN & FRONT STREET
CORRIDOR IMPROVEMENTS PROJECT**

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

WHEREAS, the City Council desires to make improvements to the Penn and Front Street Corridor;

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

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for Design & Bidding services relating to the NL Penn & Front Street Corridor Improvements Project Services Agreement at a lump sum fee of \$281,000 plus costs of expenses is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 13th day of March, 2018.

CITY OF NORTH LIBERTY:

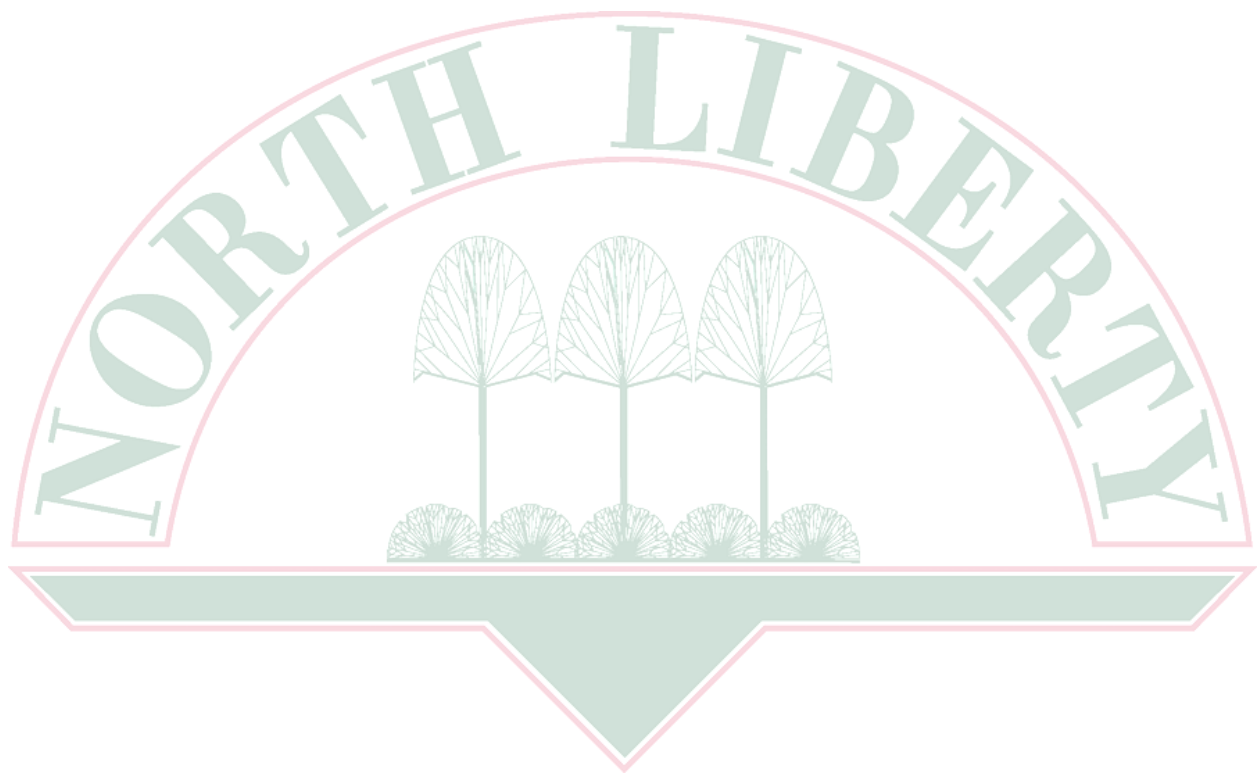
TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Ranshaw Way Phase 3



March 7, 2018

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

RE: North Liberty Highway 965 Phase 3 Improvements
STP-U-5557(618)—70-52

Dear Mr. Heiar:

On February 20, 2018 the Iowa DOT received bids on behalf of the City of North Liberty for the above named project. Per the bid tabulation received from the Iowa DOT, five bids were received. No irregularities were discovered in the bids.

The lowest responsive bid was received from Streb Construction Co., Inc. of Iowa City, Iowa in the amount of \$4,520,000.00. The engineer's estimate was \$3,951,000.00. An analysis of the bids received show several components of the project were bid higher than estimated, accounting for the majority of the bid amount above the estimate. These include the concrete roadway paving, the elevated trail and sidewalk, contractor mobilization, light pole installations, bollard lights and earthwork.

In accordance with the Award Determination letter sent to the City by the Iowa DOT, we recommend award of the contract to Streb Construction Co., Inc. based on their lowest responsive bid.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Josiah D. Bilskemper, PE
JDB

Enc. Bid Tabulation

Copy: Michael Pentecost, Streets Superintendent
Tracey Mulcahey, Assistant City Administrator
Scott Peterson, City Attorney
Kevin Trom, S-H



SHIVE-HATTERY, INC.

2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040

TABULATION OF BIDS

Client: City of North Liberty
Project Name: Hwy 965 Phase 3 Improvements
S-H Project #: 1171180

Bid Date: February 20, 2018, 10:00 A.M.
Location: Iowa DOT Office of Contracts
Iowa DOT Project #: STP-U-5557(618)--70-52

ITEM	DESCRIPTION	QTY	(1) Streb Construction Co., Inc.		(2) Vieth Construction Corp.		(3) Metro Pavers, Inc.	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	89 UNIT	\$ 125.00	\$ 11,125.00	\$ 40.00	\$ 3,560.00	\$ 100.00	\$ 8,900.00
2	SPECIAL BACKFILL, IOWA DOT GRAD. NO. 21, WASHED	45 TON	\$ 27.50	\$ 1,237.50	\$ 76.00	\$ 3,420.00	\$ 28.00	\$ 1,260.00
3	SPECIAL BACKFILL, IOWA DOT GRAD. NO. 3, WASHED	270 TON	\$ 30.00	\$ 8,100.00	\$ 48.00	\$ 12,960.00	\$ 25.25	\$ 6,817.50
4	EMBANKMENT-IN-PLACE	7,837 CY	\$ 18.00	\$ 141,066.00	\$ 17.00	\$ 133,229.00	\$ 12.25	\$ 96,003.25
5	EXCAVATION, CLASS 10, ROADWAY AND BORROW	4,538 CY	\$ 8.00	\$ 36,304.00	\$ 12.00	\$ 54,456.00	\$ 7.00	\$ 31,766.00
6	TOPSOIL, STRIP, SALVAGE AND SPREAD	3,685 CY	\$ 10.00	\$ 36,850.00	\$ 11.00	\$ 40,535.00	\$ 7.50	\$ 27,637.50
7	SPECIAL COMPACTION OF SUBGRADE	24.15 STA	\$ 660.00	\$ 15,939.00	\$ 475.00	\$ 11,471.25	\$ 500.00	\$ 12,075.00
8	MODIFIED SUBBASE	2,006 CY	\$ 35.00	\$ 70,210.00	\$ 31.00	\$ 62,186.00	\$ 32.50	\$ 65,195.00
9	SHOULDER CONSTRUCTION, EARTH	47.46 STA	\$ 375.00	\$ 17,797.50	\$ 250.00	\$ 11,865.00	\$ 325.00	\$ 15,424.50
10	SHOULDER FINISHING, EARTH	45.51 STA	\$ 290.00	\$ 13,197.90	\$ 250.00	\$ 11,377.50	\$ 245.00	\$ 11,149.95
11	MACADAM STONE BASE	122 TON	\$ 25.00	\$ 3,050.00	\$ 55.00	\$ 6,710.00	\$ 24.00	\$ 2,928.00
12	RELOCATION OF MAIL BOXES	1 EACH	\$ 600.00	\$ 600.00	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00
13	STD / S-F PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	860 SY	\$ 57.00	\$ 49,020.00	\$ 61.00	\$ 52,460.00	\$ 54.35	\$ 46,741.00
14	STD / S-F PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN.	8,236 SY	\$ 60.00	\$ 494,160.00	\$ 64.00	\$ 527,104.00	\$ 60.45	\$ 497,866.20
15	PAYMENT ADJUST I/D FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	7,412 EACH	\$ 1.00	\$ 7,412.00	\$ 1.00	\$ 7,412.00	\$ 1.00	\$ 7,412.00
16	HMA MIX, COMMERCIAL MIX (INCLUDES ASPHALT BINDER), AS PER PLAN	60 TON	\$ 241.00	\$ 14,460.00	\$ 275.00	\$ 16,500.00	\$ 241.00	\$ 14,460.00
17	TEMPORARY PAVEMENT	265 SY	\$ 53.00	\$ 14,045.00	\$ 85.00	\$ 22,525.00	\$ 51.40	\$ 13,621.00
18	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	200 TON	\$ 30.00	\$ 6,000.00	\$ 34.00	\$ 6,800.00	\$ 30.00	\$ 6,000.00
19	REMOVAL OF LIGHT POLES	7 EACH	\$ 200.00	\$ 1,400.00	\$ 225.00	\$ 1,575.00	\$ 200.00	\$ 1,400.00
20	REMOVALS, AS PER PLAN	1 LS	\$ 16,000.00	\$ 16,000.00	\$ 17,500.00	\$ 17,500.00	\$ 111,000.00	\$ 111,000.00
21	ORNAMENTAL METAL RAILING	638 LF	\$ 215.00	\$ 137,170.00	\$ 240.00	\$ 153,120.00	\$ 215.00	\$ 137,170.00
22	APRONS, CONCRETE, 15 IN. DIA.	1 EACH	\$ 625.00	\$ 625.00	\$ 825.00	\$ 825.00	\$ 750.00	\$ 750.00
23	APRONS, CONCRETE, 18 IN. DIA.	2 EACH	\$ 692.00	\$ 1,384.00	\$ 800.00	\$ 1,600.00	\$ 850.00	\$ 1,700.00
24	APRONS, CONCRETE, 24 IN. DIA.	2 EACH	\$ 812.00	\$ 1,624.00	\$ 1,200.00	\$ 2,400.00	\$ 1,150.00	\$ 2,300.00
25	MODULAR BLOCK RETAINING WALL (HEAVY)	2,728 SF	\$ 41.62	\$ 113,539.36	\$ 50.00	\$ 136,400.00	\$ 41.62	\$ 113,539.36
26	MANHOLE, STORM SEWER, SW-401, 48 IN.	1 EACH	\$ 3,023.00	\$ 3,023.00	\$ 3,700.00	\$ 3,700.00	\$ 3,000.00	\$ 3,000.00
27	MANHOLE, STORM SEWER, SW-401, 60 IN.	3 EACH	\$ 4,149.00	\$ 12,447.00	\$ 5,100.00	\$ 15,300.00	\$ 4,800.00	\$ 14,400.00
28	MANHOLE, STORM SEWER, SW-401, 72 IN.	1 EACH	\$ 5,155.00	\$ 5,155.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
29	INTAKE, SW-501	3 EACH	\$ 2,137.00	\$ 6,411.00	\$ 3,500.00	\$ 10,500.00	\$ 3,100.00	\$ 9,300.00
30	INTAKE, SW-505	1 EACH	\$ 2,924.00	\$ 2,924.00	\$ 3,800.00	\$ 3,800.00	\$ 4,500.00	\$ 4,500.00
31	INTAKE, SW-508 MODIFIED	2 EACH	\$ 3,945.00	\$ 7,890.00	\$ 5,300.00	\$ 10,600.00	\$ 4,200.00	\$ 8,400.00
32	INTAKE, SW-510	14 EACH	\$ 3,528.00	\$ 49,392.00	\$ 5,850.00	\$ 81,900.00	\$ 4,600.00	\$ 64,400.00
33	INTAKE, SW-510 MODIFIED	6 EACH	\$ 4,304.00	\$ 25,824.00	\$ 6,950.00	\$ 41,700.00	\$ 5,000.00	\$ 30,000.00
34	INTAKE, SW-512, 18 IN.	5 EACH	\$ 710.00	\$ 3,550.00	\$ 2,350.00	\$ 11,750.00	\$ 1,500.00	\$ 7,500.00
35	INTAKE, SW-512, 24 IN.	3 EACH	\$ 837.00	\$ 2,511.00	\$ 2,450.00	\$ 7,350.00	\$ 1,600.00	\$ 4,800.00
36	INTAKE, SW-512, 30 IN.	2 EACH	\$ 954.00	\$ 1,908.00	\$ 2,400.00	\$ 4,800.00	\$ 2,400.00	\$ 4,800.00
37	MANHOLE ADJUSTMENT, MAJOR	7 EACH	\$ 1,357.00	\$ 9,499.00	\$ 3,000.00	\$ 21,000.00	\$ 2,000.00	\$ 14,000.00
38	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	1,204 LF	\$ 9.90	\$ 11,919.60	\$ 13.00	\$ 15,652.00	\$ 11.00	\$ 13,244.00
39	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	210 LF	\$ 10.00	\$ 2,100.00	\$ 20.00	\$ 4,200.00	\$ 15.00	\$ 3,150.00
40	SUBDRAIN RISER, 6 IN., AS PER PLAN	7 EACH	\$ 280.00	\$ 1,960.00	\$ 1,000.00	\$ 7,000.00	\$ 505.00	\$ 3,535.00
41	SUBDRAIN OUTLET, DR-303	17 EACH	\$ 339.00	\$ 5,763.00	\$ 500.00	\$ 8,500.00	\$ 365.00	\$ 6,205.00
42	STORM SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	44 LF	\$ 24.00	\$ 1,056.00	\$ 93.00	\$ 4,092.00	\$ 22.00	\$ 968.00
43	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 15 IN.	813 LF	\$ 40.00	\$ 32,520.00	\$ 59.00	\$ 47,967.00	\$ 60.00	\$ 48,780.00
44	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 18 IN.	1,211 LF	\$ 42.00	\$ 50,862.00	\$ 55.00	\$ 66,605.00	\$ 62.00	\$ 75,082.00
45	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 24 IN.	424 LF	\$ 53.00	\$ 22,472.00	\$ 62.00	\$ 26,288.00	\$ 77.00	\$ 32,648.00
46	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 30 IN.	431 LF	\$ 69.00	\$ 29,739.00	\$ 77.00	\$ 33,187.00	\$ 100.00	\$ 43,100.00
47	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 36 IN.	259 LF	\$ 89.00	\$ 23,051.00	\$ 94.00	\$ 24,346.00	\$ 125.00	\$ 32,375.00
48	STORM SEWER GRAV. MAIN, TRENCH, 2000D LOW CLEAR PIPE, EQ. DIA. 36 IN.	64 LF	\$ 121.50	\$ 7,776.00	\$ 110.00	\$ 7,040.00	\$ 175.00	\$ 11,200.00
49	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	835 LF	\$ 21.50	\$ 17,952.50	\$ 13.00	\$ 10,855.00	\$ 15.00	\$ 12,525.00
50	REVTMENT, CLASS E	225 TON	\$ 34.00	\$ 7,650.00	\$ 58.00	\$ 13,050.00	\$ 42.00	\$ 9,450.00
51	REMOVAL OF PAVEMENT	5,397 SY	\$ 8.00	\$ 43,176.00	\$ 11.00	\$ 59,367.00	\$ 9.00	\$ 48,573.00
52	REMOVAL OF INTAKES AND UTILITY ACCESSSES	4 EACH	\$ 256.00	\$ 1,024.00	\$ 625.00	\$ 2,500.00	\$ 700.00	\$ 2,800.00
53	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	2,252 SY	\$ 34.00	\$ 76,568.00	\$ 37.00	\$ 83,324.00	\$ 43.45	\$ 97,849.40
54	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	19.10 STA	\$ 425.00	\$ 8,117.50	\$ 285.00	\$ 5,443.50	\$ 435.00	\$ 8,308.50
55	REMOVAL OF SIDEWALK	1,130 SY	\$ 8.00	\$ 9,040.00	\$ 10.00	\$ 11,300.00	\$ 7.00	\$ 7,910.00
56	SIDEWALK, P.C. CONCRETE, 5 IN.	853 SY	\$ 50.00	\$ 42,650.00	\$ 54.00	\$ 46,062.00	\$ 39.90	\$ 34,034.70
57	DETECTABLE WARNINGS	362 SF	\$ 125.00	\$ 45,250.00	\$ 134.00	\$ 48,508.00	\$ 35.00	\$ 12,670.00
58	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	376 LF	\$ 25.00	\$ 9,400.00	\$ 28.00	\$ 10,528.00	\$ 35.00	\$ 13,160.00
59	P.C. CONCRETE RETAINING WALL	28 CY	\$ 1,050.00	\$ 29,400.00	\$ 1,120.00	\$ 31,360.00	\$ 925.00	\$ 25,900.00
60	SAFETY CLOSURE	12 EACH	\$ 150.00	\$ 1,800.00	\$ 185.00	\$ 2,220.00	\$ 150.00	\$ 1,800.00
61	FENCE, SAFETY	365 LF	\$ 6.00	\$ 2,190.00	\$ 7.00	\$ 2,555.00	\$ 6.00	\$ 2,190.00
62	ELECTRICAL CIRCUITS	8,450 LF	\$ 14.00	\$ 118,300.00	\$ 15.00	\$ 126,750.00	\$ 14.00	\$ 118,300.00
63	HANDHOLES AND JUNCTION BOXES	25 EACH	\$ 900.00	\$ 22,500.00	\$ 975.00	\$ 24,375.00	\$ 900.00	\$ 22,500.00
64	CONTROL CABINET	1 EACH	\$ 21,000.00	\$ 21,000.00	\$ 28,000.00	\$ 28,000.00	\$ 21,000.00	\$ 21,000.00
65	REMOVE AND REINSTALL LIGHT POLE AND LUMINAIRE	8 EACH	\$ 7,750.00	\$ 62,000.00	\$ 8,400.00	\$ 67,200.00	\$ 7,750.00	\$ 62,000.00

SHIVE-HATTERY, INC.

2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040

TABULATION OF BIDS

Client: City of North Liberty
Project Name: Hwy 965 Phase 3 Improvements
S-H Project #: 1171180

Bid Date: February 20, 2018, 10:00 A.M.
Location: Iowa DOT Office of Contracts
Iowa DOT Project #: STP-U-5557(618)--70-52

			(1) Streb Construction Co., Inc.		(2) Vieth Construction Corp.		(3) Metro Pavers, Inc.	
ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
66	REMOVAL OF TYPE A SIGN ASSEMBLY	26 EACH	\$ 75.00	\$ 1,950.00	\$ 80.00	\$ 2,080.00	\$ 75.00	\$ 1,950.00
67	PERFORATED SQUARE STEEL TUBE POSTS	200 LF	\$ 7.00	\$ 1,400.00	\$ 8.00	\$ 1,600.00	\$ 7.00	\$ 1,400.00
68	PERF. SQ. STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALL	15 EACH	\$ 75.00	\$ 1,125.00	\$ 80.00	\$ 1,200.00	\$ 75.00	\$ 1,125.00
69	PERF. SQ. STEEL TUBE POST ANCHOR, BREAK-AWAY CONCRETE INSTALL	3 EACH	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 250.00	\$ 750.00
70	TYPE A SIGNS, SHEET ALUMINUM	265 SF	\$ 16.00	\$ 4,240.00	\$ 17.00	\$ 4,505.00	\$ 16.00	\$ 4,240.00
71	TRAFFIC SIGNALIZATION	1 LS	\$ 102,000.00	\$ 102,000.00	\$ 138,000.00	\$ 138,000.00	\$ 102,000.00	\$ 102,000.00
72	PAINTED PAVEMENT MARKINGS, DURABLE	219.52 STA	\$ 42.15	\$ 9,252.77	\$ 45.00	\$ 9,878.40	\$ 42.15	\$ 9,252.77
73	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	100.00 STA	\$ 115.00	\$ 11,500.00	\$ 125.00	\$ 12,500.00	\$ 115.00	\$ 11,500.00
74	PAINTED SYMBOLS AND LEGENDS, DURABLE	64 EACH	\$ 185.00	\$ 11,840.00	\$ 200.00	\$ 12,800.00	\$ 185.00	\$ 11,840.00
75	PAVEMENT MARKINGS REMOVED	138.06 STA	\$ 50.00	\$ 6,903.00	\$ 55.00	\$ 7,593.30	\$ 50.00	\$ 6,903.00
76	SYMBOLS AND LEGENDS REMOVED	47 EACH	\$ 110.00	\$ 5,170.00	\$ 120.00	\$ 5,640.00	\$ 110.00	\$ 5,170.00
77	TRAFFIC CONTROL	1 LS	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
78	FLAGGERS	40 EACH	\$ 462.00	\$ 18,480.00	\$ 462.00	\$ 18,480.00	\$ 462.00	\$ 18,480.00
79	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	36 CDAY	\$ 90.00	\$ 3,240.00	\$ 100.00	\$ 3,600.00	\$ 90.00	\$ 3,240.00
80	MOBILIZATION	1 LS	\$ 480,000.00	\$ 480,000.00	\$ 335,000.00	\$ 335,000.00	\$ 900,000.00	\$ 900,000.00
81	AMENDED SOIL	1,036 CY	\$ 70.00	\$ 72,520.00	\$ 56.00	\$ 58,016.00	\$ 70.00	\$ 72,520.00
82	VALVE BOX EXTENSION	3 EACH	\$ 225.00	\$ 675.00	\$ 1,600.00	\$ 4,800.00	\$ 150.00	\$ 450.00
83	HYDRAULIC SEEDING	3 ACRE	\$ 1,200.00	\$ 3,960.00	\$ 4,000.00	\$ 13,200.00	\$ 1,200.00	\$ 3,960.00
84	FIRE HYDRANT RELOCATION	1 EACH	\$ 1,012.97	\$ 1,012.97	\$ 5,500.00	\$ 5,500.00	\$ 3,500.00	\$ 3,500.00
85	LIGHT ASSEMBLY - L1 - HIGHWAY LIGHT	12 EACH	\$ 6,500.00	\$ 78,000.00	\$ 7,000.00	\$ 84,000.00	\$ 6,500.00	\$ 78,000.00
86	LIGHT ASSEMBLY - L2 - PEDESTRIAN LIGHT W/ RECEPTACLE	20 EACH	\$ 5,200.00	\$ 104,000.00	\$ 5,600.00	\$ 112,000.00	\$ 5,200.00	\$ 104,000.00
87	LIGHT ASSEMBLY - L3 - PEDESTRIAN LIGHT	19 EACH	\$ 5,000.00	\$ 95,000.00	\$ 5,400.00	\$ 102,600.00	\$ 5,000.00	\$ 95,000.00
88	LIGHT ASSEMBLY - L4 - BOLLARD LIGHT	22 EACH	\$ 3,800.00	\$ 83,600.00	\$ 4,050.00	\$ 89,100.00	\$ 3,800.00	\$ 83,600.00
89	LIGHT ASSEMBLY - LR1 - TUNNEL LIGHT	4 EACH	\$ 1,600.00	\$ 6,400.00	\$ 1,700.00	\$ 6,800.00	\$ 1,600.00	\$ 6,400.00
90	ORNAMENTAL GRASSES, 1 GAL., FURNISH AND INSTALL (W/ WARRANTY)	383 EACH	\$ 13.00	\$ 4,979.00	\$ 14.00	\$ 5,362.00	\$ 13.00	\$ 4,979.00
91	PCC SEATWALLS WITH TREATMENTS	19 EACH	\$ 12,900.00	\$ 245,100.00	\$ 14,500.00	\$ 275,500.00	\$ 12,875.00	\$ 244,625.00
92	PERENNIAL PLANTS, 1 GAL., FURNISH AND INSTALL (W/ WARRANTY)	3,067 EACH	\$ 12.50	\$ 38,337.50	\$ 13.50	\$ 41,404.50	\$ 12.50	\$ 38,337.50
93	RETROREFLECTIVE REMOVABLE SYMBOLS AND LEGENDS	18 EACH	\$ 300.00	\$ 5,400.00	\$ 320.00	\$ 5,760.00	\$ 300.00	\$ 5,400.00
94	SHRUBS, 3 GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	60 EACH	\$ 35.00	\$ 2,100.00	\$ 38.00	\$ 2,280.00	\$ 35.00	\$ 2,100.00
95	SHRUBS, 5 GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	52 EACH	\$ 46.75	\$ 2,431.00	\$ 50.00	\$ 2,600.00	\$ 46.75	\$ 2,431.00
96	TREES, 1.5 IN. CAL., FURNISHED AND INSTALLED (WITH WARRANTY)	30 EACH	\$ 364.50	\$ 10,935.00	\$ 390.00	\$ 11,700.00	\$ 364.50	\$ 10,935.00
97	TREES, 2.0 IN. CAL., FURNISHED AND INSTALLED (WITH WARRANTY)	9 EACH	\$ 500.00	\$ 4,500.00	\$ 535.00	\$ 4,815.00	\$ 500.00	\$ 4,500.00
98	LIMESTONE EDGER, 4 IN. HEIGHT	1,869 LF	\$ 10.00	\$ 18,690.00	\$ 11.00	\$ 20,559.00	\$ 10.00	\$ 18,690.00
99	REMOVE AND REINSTALL LIMESTONE EDGER	97 LF	\$ 10.70	\$ 1,037.90	\$ 11.50	\$ 1,115.50	\$ 10.70	\$ 1,037.90
100	CHERRY STREET LIGHTED BRIDGE PANELS	1 LS	\$ 75,300.00	\$ 75,300.00	\$ 95,000.00	\$ 95,000.00	\$ 170,000.00	\$ 170,000.00
101	CONCRETE BOX CULVERT EXTENSION, 8 FT X 4 FT	1 LS	\$ 40,000.00	\$ 40,000.00	\$ 42,000.00	\$ 42,000.00	\$ 35,000.00	\$ 35,000.00
102	ELEVATED SIDEWALK	1 LS	\$ 160,000.00	\$ 160,000.00	\$ 170,000.00	\$ 170,000.00	\$ 150,000.00	\$ 150,000.00
103	ELEVATED TRAIL	1 LS	\$ 244,000.00	\$ 244,000.00	\$ 255,000.00	\$ 255,000.00	\$ 150,000.00	\$ 150,000.00
104	WATERING FOR PLANTS	70 MGAL	\$ 365.25	\$ 25,567.50	\$ 400.00	\$ 28,000.00	\$ 365.25	\$ 25,567.50
105	LIMESTONE OUTCROPPING	607 SF	\$ 70.00	\$ 42,490.00	\$ 75.00	\$ 45,525.00	\$ 69.96	\$ 42,465.72
106	BIODEGRADABLE EROSION CONTROL BLANKET	771 SQ	\$ 16.00	\$ 12,336.00	\$ 22.50	\$ 17,347.50	\$ 16.00	\$ 12,336.00
107	PCC BANDING, 8 IN. THICK	789 SY	\$ 75.00	\$ 59,175.00	\$ 80.00	\$ 63,120.00	\$ 54.35	\$ 42,882.15
108	PCC PAVERS, 8 CM, W/ BITUMINOUS SETTING BED	1,255 SY	\$ 96.30	\$ 120,856.50	\$ 102.00	\$ 128,010.00	\$ 96.30	\$ 120,856.50
109	SUBSLAB, PCC, 4 IN. FOR PCC PAVERS	728 SY	\$ 45.00	\$ 32,760.00	\$ 48.00	\$ 34,944.00	\$ 39.90	\$ 29,047.20
110	SUBSLAB, PCC, 6 IN. FOR PCC PAVERS	527 SY	\$ 47.00	\$ 24,769.00	\$ 50.00	\$ 26,350.00	\$ 43.45	\$ 22,898.15
111	DECORATIVE ROCK MULCH	144 TON	\$ 300.00	\$ 43,200.00	\$ 325.00	\$ 46,800.00	\$ 300.00	\$ 43,200.00
112	MULCHING, BONDED FIBER MATRIX	3 ACRE	\$ 2,500.00	\$ 8,250.00	\$ 2,600.00	\$ 8,580.00	\$ 2,500.00	\$ 8,250.00
113	SODDING	66 SQ	\$ 60.00	\$ 3,960.00	\$ 140.00	\$ 9,240.00	\$ 60.00	\$ 3,960.00
114	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	3 ACRE	\$ 400.00	\$ 1,320.00	\$ 975.00	\$ 3,217.50	\$ 400.00	\$ 1,320.00
115	SILT FENCE	2,385 LF	\$ 1.50	\$ 3,577.50	\$ 1.60	\$ 3,816.00	\$ 1.50	\$ 3,577.50
116	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	2,385 LF	\$ 0.10	\$ 238.50	\$ 0.20	\$ 477.00	\$ 0.10	\$ 238.50
117	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	600 LF	\$ 0.10	\$ 60.00	\$ 0.20	\$ 120.00	\$ 0.10	\$ 60.00
118	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	7,760 LF	\$ 1.70	\$ 13,192.00	\$ 3.00	\$ 23,280.00	\$ 1.70	\$ 13,192.00
119	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	7,760 LF	\$ 0.50	\$ 3,880.00	\$ 0.20	\$ 1,552.00	\$ 0.50	\$ 3,880.00
120	MOBILIZATIONS, EROSION CONTROL	12 EACH	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00
121	MOBILIZATIONS, EMERGENCY EROSION CONTROL	3 EACH	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00
122	REINFORCING STEEL	726 LB	\$ 2.00	\$ 1,452.00	\$ 2.00	\$ 1,452.00	\$ 1.20	\$ 871.20
123	CONCRETE DRILLED SHAFT, 24 IN. DIAMETER	144 LF	\$ 625.00	\$ 90,000.00	\$ 675.00	\$ 97,200.00	\$ 625.00	\$ 90,000.00
124	SITE 01 - CRITICAL CLOSURE INCENTIVE / DISINCENTIVE PAYMENT	1 CDAY	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
TOTAL BASE BID				\$ 4,520,000.00	\$ 4,869,234.95	\$ 5,030,992.45		

SHIVE-HATTERY, INC.

2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040

TABULATION OF BIDS

Client: City of North Liberty
Project Name: Hwy 965 Phase 3 Improvements
S-H Project #: 1171180

Bid Date: February 20, 2018, 10:00 A.M.
Location: Iowa DOT Office of Contracts
Iowa DOT Project #: STP-U-5557(618)--70-52

			(4) Langman Construcion, Inc.		(5) Tschiggfrie Excavating Co.		Engineer's Estimate	
ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	89 UNIT	\$ 90.00	\$ 8,010.00	\$ 75.00	\$ 6,675.00	\$ 40.00	\$ 3,560.00
2	SPECIAL BACKFILL, IOWA DOT GRAD. NO. 21, WASHED	45 TON	\$ 41.00	\$ 1,845.00	\$ 80.00	\$ 3,600.00	\$ 35.00	\$ 1,575.00
3	SPECIAL BACKFILL, IOWA DOT GRAD. NO. 3, WASHED	270 TON	\$ 41.00	\$ 11,070.00	\$ 80.00	\$ 21,600.00	\$ 45.00	\$ 12,150.00
4	EMBANKMENT-IN-PLACE	7,837 CY	\$ 21.00	\$ 164,577.00	\$ 18.50	\$ 144,984.50	\$ 13.00	\$ 101,881.00
5	EXCAVATION, CLASS 10, ROADWAY AND BORROW	4,538 CY	\$ 16.00	\$ 72,608.00	\$ 16.50	\$ 74,877.00	\$ 6.50	\$ 29,497.00
6	TOPSOIL, STRIP, SALVAGE AND SPREAD	3,685 CY	\$ 17.00	\$ 62,645.00	\$ 15.50	\$ 57,117.50	\$ 8.00	\$ 29,480.00
7	SPECIAL COMPACTION OF SUBGRADE	24.15 STA	\$ 300.00	\$ 7,245.00	\$ 735.00	\$ 17,750.25	\$ 600.00	\$ 14,490.00
8	MODIFIED SUBBASE	2,006 CY	\$ 60.00	\$ 120,360.00	\$ 48.50	\$ 97,291.00	\$ 32.00	\$ 64,192.00
9	SHOULDER CONSTRUCTION, EARTH	47.46 STA	\$ 250.00	\$ 11,865.00	\$ 370.00	\$ 17,560.20	\$ 350.00	\$ 16,611.00
10	SHOULDER FINISHING, EARTH	45.51 STA	\$ 189.00	\$ 8,601.39	\$ 315.00	\$ 14,335.65	\$ 300.00	\$ 13,653.00
11	MACADAM STONE BASE	122 TON	\$ 30.00	\$ 3,660.00	\$ 40.50	\$ 4,941.00	\$ 25.00	\$ 3,050.00
12	RELOCATION OF MAIL BOXES	1 EACH	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
13	STD / S-F PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	860 SY	\$ 62.00	\$ 53,320.00	\$ 69.00	\$ 59,340.00	\$ 44.00	\$ 37,840.00
14	STD / S-F PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN.	8,236 SY	\$ 65.00	\$ 535,340.00	\$ 72.00	\$ 592,992.00	\$ 45.00	\$ 370,620.00
15	PAYMENT ADJUST I/D FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	7,412 EACH	\$ 1.00	\$ 7,412.00	\$ 1.00	\$ 7,412.00	\$ 1.00	\$ 7,412.00
16	HMA MIX, COMMERCIAL MIX (INCLUDES ASPHALT BINDER), AS PER PLAN	60 TON	\$ 266.00	\$ 15,960.00	\$ 240.00	\$ 14,400.00	\$ 150.00	\$ 9,000.00
17	TEMPORARY PAVEMENT	265 SY	\$ 60.00	\$ 15,900.00	\$ 51.50	\$ 13,647.50	\$ 70.00	\$ 18,550.00
18	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	200 TON	\$ 25.00	\$ 5,000.00	\$ 25.50	\$ 5,100.00	\$ 40.00	\$ 8,000.00
19	REMOVAL OF LIGHT POLES	7 EACH	\$ 300.00	\$ 2,100.00	\$ 560.00	\$ 3,920.00	\$ 550.00	\$ 3,850.00
20	REMOVALS, AS PER PLAN	1 LS	\$ 50,000.00	\$ 50,000.00	\$ 87,500.00	\$ 87,500.00	\$ 15,000.00	\$ 15,000.00
21	ORNAMENTAL METAL RAILING	638 LF	\$ 155.00	\$ 98,890.00	\$ 215.00	\$ 137,170.00	\$ 160.00	\$ 102,080.00
22	APRONS, CONCRETE, 15 IN. DIA.	1 EACH	\$ 1,200.00	\$ 1,200.00	\$ 790.00	\$ 790.00	\$ 750.00	\$ 750.00
23	APRONS, CONCRETE, 18 IN. DIA.	2 EACH	\$ 1,400.00	\$ 2,800.00	\$ 840.00	\$ 1,680.00	\$ 850.00	\$ 1,700.00
24	APRONS, CONCRETE, 24 IN. DIA.	2 EACH	\$ 1,700.00	\$ 3,400.00	\$ 975.00	\$ 1,950.00	\$ 1,200.00	\$ 2,400.00
25	MODULAR BLOCK RETAINING WALL (HEAVY)	2,728 SF	\$ 42.00	\$ 114,576.00	\$ 42.00	\$ 114,576.00	\$ 37.00	\$ 100,936.00
26	MANHOLE, STORM SEWER, SW-401, 48 IN.	1 EACH	\$ 3,600.00	\$ 3,600.00	\$ 4,200.00	\$ 4,200.00	\$ 2,800.00	\$ 2,800.00
27	MANHOLE, STORM SEWER, SW-401, 60 IN.	3 EACH	\$ 4,500.00	\$ 13,500.00	\$ 5,900.00	\$ 17,700.00	\$ 4,000.00	\$ 12,000.00
28	MANHOLE, STORM SEWER, SW-401, 72 IN.	1 EACH	\$ 6,500.00	\$ 6,500.00	\$ 8,500.00	\$ 8,500.00	\$ 6,000.00	\$ 6,000.00
29	INTAKE, SW-501	3 EACH	\$ 3,600.00	\$ 10,800.00	\$ 3,400.00	\$ 10,200.00	\$ 3,100.00	\$ 9,300.00
30	INTAKE, SW-505	1 EACH	\$ 6,000.00	\$ 6,000.00	\$ 5,800.00	\$ 5,800.00	\$ 3,500.00	\$ 3,500.00
31	INTAKE, SW-508 MODIFIED	2 EACH	\$ 5,500.00	\$ 11,000.00	\$ 8,200.00	\$ 16,400.00	\$ 3,800.00	\$ 7,600.00
32	INTAKE, SW-510	14 EACH	\$ 7,000.00	\$ 98,000.00	\$ 9,700.00	\$ 135,800.00	\$ 4,500.00	\$ 63,000.00
33	INTAKE, SW-510 MODIFIED	6 EACH	\$ 8,000.00	\$ 48,000.00	\$ 13,500.00	\$ 81,000.00	\$ 5,000.00	\$ 30,000.00
34	INTAKE, SW-512, 18 IN.	5 EACH	\$ 1,600.00	\$ 8,000.00	\$ 2,300.00	\$ 11,500.00	\$ 1,600.00	\$ 8,000.00
35	INTAKE, SW-512, 24 IN.	3 EACH	\$ 1,850.00	\$ 5,550.00	\$ 2,100.00	\$ 6,300.00	\$ 1,900.00	\$ 5,700.00
36	INTAKE, SW-512, 30 IN.	2 EACH	\$ 2,200.00	\$ 4,400.00	\$ 2,800.00	\$ 5,600.00	\$ 2,400.00	\$ 4,800.00
37	MANHOLE ADJUSTMENT, MAJOR	7 EACH	\$ 1,000.00	\$ 7,000.00	\$ 1,800.00	\$ 12,600.00	\$ 1,000.00	\$ 7,000.00
38	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	1,204 LF	\$ 11.00	\$ 13,244.00	\$ 15.50	\$ 18,662.00	\$ 9.00	\$ 10,836.00
39	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	210 LF	\$ 23.00	\$ 4,830.00	\$ 20.00	\$ 4,200.00	\$ 9.00	\$ 1,890.00
40	SUBDRAIN RISER, 6 IN., AS PER PLAN	7 EACH	\$ 300.00	\$ 2,100.00	\$ 665.00	\$ 4,655.00	\$ 450.00	\$ 3,150.00
41	SUBDRAIN OUTLET, DR-303	17 EACH	\$ 100.00	\$ 1,700.00	\$ 325.00	\$ 5,525.00	\$ 250.00	\$ 4,250.00
42	STORM SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	44 LF	\$ 84.00	\$ 3,696.00	\$ 65.50	\$ 2,882.00	\$ 60.00	\$ 2,640.00
43	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 15 IN.	813 LF	\$ 93.00	\$ 75,609.00	\$ 50.50	\$ 41,056.50	\$ 60.00	\$ 48,780.00
44	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 18 IN.	1,211 LF	\$ 95.00	\$ 115,045.00	\$ 52.50	\$ 63,577.50	\$ 65.00	\$ 78,715.00
45	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 24 IN.	424 LF	\$ 113.00	\$ 47,912.00	\$ 65.00	\$ 27,560.00	\$ 80.00	\$ 33,920.00
46	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 30 IN.	431 LF	\$ 159.00	\$ 68,529.00	\$ 64.00	\$ 27,584.00	\$ 100.00	\$ 43,100.00
47	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 36 IN.	259 LF	\$ 179.00	\$ 46,361.00	\$ 95.00	\$ 24,605.00	\$ 120.00	\$ 31,080.00
48	STORM SEWER GRAV. MAIN, TRENCH, 2000D LOW CLEAR PIPE, EQ. DIA. 36 IN.	64 LF	\$ 300.00	\$ 19,200.00	\$ 130.00	\$ 8,320.00	\$ 170.00	\$ 10,880.00
49	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	835 LF	\$ 15.00	\$ 12,525.00	\$ 10.50	\$ 8,767.50	\$ 15.00	\$ 12,525.00
50	REVTMENT, CLASS E	225 TON	\$ 60.00	\$ 13,500.00	\$ 63.50	\$ 14,287.50	\$ 45.00	\$ 10,125.00
51	REMOVAL OF PAVEMENT	5,397 SY	\$ 15.00	\$ 80,955.00	\$ 15.00	\$ 80,955.00	\$ 9.00	\$ 48,573.00
52	REMOVAL OF INTAKES AND UTILITY ACCESSES	4 EACH	\$ 736.77	\$ 2,947.08	\$ 1,100.00	\$ 4,400.00	\$ 700.00	\$ 2,800.00
53	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	2,252 SY	\$ 37.00	\$ 83,324.00	\$ 62.00	\$ 139,624.00	\$ 35.00	\$ 78,820.00
54	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	19.10 STA	\$ 300.00	\$ 5,730.00	\$ 285.00	\$ 5,443.50	\$ 195.00	\$ 3,724.50
55	REMOVAL OF SIDEWALK	1,130 SY	\$ 15.00	\$ 16,950.00	\$ 8.50	\$ 9,605.00	\$ 7.00	\$ 7,910.00
56	SIDEWALK, P.C. CONCRETE, 5 IN.	853 SY	\$ 54.00	\$ 46,062.00	\$ 57.00	\$ 48,621.00	\$ 40.00	\$ 34,120.00
57	DETECTABLE WARNINGS	362 SF	\$ 136.00	\$ 49,232.00	\$ 53.00	\$ 19,186.00	\$ 40.00	\$ 14,480.00
58	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	376 LF	\$ 27.00	\$ 10,152.00	\$ 28.00	\$ 10,528.00	\$ 32.00	\$ 12,032.00
59	P.C. CONCRETE RETAINING WALL	28 CY	\$ 1,600.00	\$ 44,800.00	\$ 925.00	\$ 25,900.00	\$ 1,000.00	\$ 28,000.00
60	SAFETY CLOSURE	12 EACH	\$ 150.00	\$ 1,800.00	\$ 150.00	\$ 1,800.00	\$ 200.00	\$ 2,400.00
61	FENCE, SAFETY	365 LF	\$ 6.00	\$ 2,190.00	\$ 6.00	\$ 2,190.00	\$ 6.00	\$ 2,190.00
62	ELECTRICAL CIRCUITS	8,450 LF	\$ 15.00	\$ 126,750.00	\$ 14.00	\$ 118,300.00	\$ 22.00	\$ 185,900.00
63	HANDHOLES AND JUNCTION BOXES	25 EACH	\$ 950.00	\$ 23,750.00	\$ 900.00	\$ 22,500.00	\$ 435.00	\$ 10,875.00
64	CONTROL CABINET	1 EACH	\$ 22,360.00	\$ 22,360.00	\$ 21,000.00	\$ 21,000.00	\$ 15,500.00	\$ 15,500.00
65	REMOVE AND REINSTALL LIGHT POLE AND LUMINAIRE	8 EACH	\$ 8,250.00	\$ 66,000.00	\$ 7,800.00	\$ 62,400.00	\$ 2,850.00	\$ 22,800.00

SHIVE-HATTERY, INC.

2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040

TABULATION OF BIDS

Client: City of North Liberty
Project Name: Hwy 965 Phase 3 Improvements
S-H Project #: 1171180

Bid Date: February 20, 2018, 10:00 A.M.
Location: Iowa DOT Office of Contracts
Iowa DOT Project #: STP-U-5557(618)--70-52

			(4) Langman Construcion, Inc.		(5) Tschiggfrie Excavating Co.		Engineer's Estimate	
ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
66	REMOVAL OF TYPE A SIGN ASSEMBLY	26 EACH	\$ 75.00	\$ 1,950.00	\$ 75.00	\$ 1,950.00	\$ 60.00	\$ 1,560.00
67	PERFORATED SQUARE STEEL TUBE POSTS	200 LF	\$ 7.00	\$ 1,400.00	\$ 7.00	\$ 1,400.00	\$ 15.00	\$ 3,000.00
68	PERF. SQ. STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALL	15 EACH	\$ 75.00	\$ 1,125.00	\$ 75.00	\$ 1,125.00	\$ 125.00	\$ 1,875.00
69	PERF. SQ. STEEL TUBE POST ANCHOR, BREAK-AWAY CONCRETE INSTALL	3 EACH	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 125.00	\$ 375.00
70	TYPE A SIGNS, SHEET ALUMINUM	265 SF	\$ 16.00	\$ 4,240.00	\$ 16.00	\$ 4,240.00	\$ 20.00	\$ 5,300.00
71	TRAFFIC SIGNALIZATION	1 LS	\$ 108,600.00	\$ 108,600.00	\$ 102,000.00	\$ 102,000.00	\$ 95,000.00	\$ 95,000.00
72	PAINTED PAVEMENT MARKINGS, DURABLE	219.52 STA	\$ 43.00	\$ 9,439.36	\$ 42.00	\$ 9,219.84	\$ 85.00	\$ 18,659.20
73	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	100.00 STA	\$ 115.00	\$ 11,500.00	\$ 115.00	\$ 11,500.00	\$ 115.00	\$ 11,500.00
74	PAINTED SYMBOLS AND LEGENDS, DURABLE	64 EACH	\$ 185.00	\$ 11,840.00	\$ 185.00	\$ 11,840.00	\$ 210.00	\$ 13,440.00
75	PAVEMENT MARKINGS REMOVED	138.06 STA	\$ 50.00	\$ 6,903.00	\$ 50.00	\$ 6,903.00	\$ 37.00	\$ 5,108.22
76	SYMBOLS AND LEGENDS REMOVED	47 EACH	\$ 110.00	\$ 5,170.00	\$ 110.00	\$ 5,170.00	\$ 100.00	\$ 4,700.00
77	TRAFFIC CONTROL	1 LS	\$ 70,000.00	\$ 70,000.00	\$ 15,000.00	\$ 15,000.00	\$ 56,000.00	\$ 56,000.00
78	FLAGGERS	40 EACH	\$ 462.00	\$ 18,480.00	\$ 462.00	\$ 18,480.00	\$ 450.00	\$ 18,000.00
79	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	36 CDAY	\$ 90.00	\$ 3,240.00	\$ 90.00	\$ 3,240.00	\$ 90.00	\$ 3,240.00
80	MOBILIZATION	1 LS	\$ 515,000.00	\$ 515,000.00	\$ 680,000.00	\$ 680,000.00	\$ 200,000.00	\$ 200,000.00
81	AMENDED SOIL	1,036 CY	\$ 114.00	\$ 118,104.00	\$ 120.00	\$ 124,320.00	\$ 65.00	\$ 67,340.00
82	VALVE BOX EXTENSION	3 EACH	\$ 150.00	\$ 450.00	\$ 440.00	\$ 1,320.00	\$ 300.00	\$ 900.00
83	HYDRAULIC SEEDING	3 ACRE	\$ 1,200.00	\$ 3,960.00	\$ 3,500.00	\$ 11,550.00	\$ 1,200.00	\$ 3,960.00
84	FIRE HYDRANT RELOCATION	1 EACH	\$ 2,100.00	\$ 2,100.00	\$ 3,300.00	\$ 3,300.00	\$ 1,400.00	\$ 1,400.00
85	LIGHT ASSEMBLY - L1 - HIGHWAY LIGHT	12 EACH	\$ 6,925.00	\$ 83,100.00	\$ 6,500.00	\$ 78,000.00	\$ 5,650.00	\$ 67,800.00
86	LIGHT ASSEMBLY - L2 - PEDESTRIAN LIGHT W/ RECEPTACLE	20 EACH	\$ 5,540.00	\$ 110,800.00	\$ 5,200.00	\$ 104,000.00	\$ 7,250.00	\$ 145,000.00
87	LIGHT ASSEMBLY - L3 - PEDESTRIAN LIGHT	19 EACH	\$ 5,325.00	\$ 101,175.00	\$ 5,000.00	\$ 95,000.00	\$ 6,250.00	\$ 118,750.00
88	LIGHT ASSEMBLY - L4 - BOLLARD LIGHT	22 EACH	\$ 4,050.00	\$ 89,100.00	\$ 3,800.00	\$ 83,600.00	\$ 2,175.00	\$ 47,850.00
89	LIGHT ASSEMBLY - LR1 - TUNNEL LIGHT	4 EACH	\$ 1,705.00	\$ 6,820.00	\$ 1,600.00	\$ 6,400.00	\$ 300.00	\$ 1,200.00
90	ORNAMENTAL GRASSES, 1 GAL., FURNISH AND INSTALL (W/ WARRANTY)	383 EACH	\$ 15.00	\$ 5,745.00	\$ 13.00	\$ 4,979.00	\$ 19.00	\$ 7,277.00
91	PCC SEATWALLS WITH TREATMENTS	19 EACH	\$ 12,900.00	\$ 245,100.00	\$ 7,200.00	\$ 136,800.00	\$ 12,500.00	\$ 237,500.00
92	PERENNIAL PLANTS, 1 GAL., FURNISH AND INSTALL (W/ WARRANTY)	3,067 EACH	\$ 14.00	\$ 42,938.00	\$ 12.50	\$ 38,337.50	\$ 19.00	\$ 58,273.00
93	RETROREFLECTIVE REMOVABLE SYMBOLS AND LEGENDS	18 EACH	\$ 300.00	\$ 5,400.00	\$ 300.00	\$ 5,400.00	\$ 250.00	\$ 4,500.00
94	SHRUBS, 3 GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	60 EACH	\$ 83.00	\$ 4,980.00	\$ 35.00	\$ 2,100.00	\$ 60.00	\$ 3,600.00
95	SHRUBS, 5 GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	52 EACH	\$ 84.00	\$ 4,368.00	\$ 47.00	\$ 2,444.00	\$ 90.00	\$ 4,680.00
96	TREES, 1.5 IN. CAL., FURNISHED AND INSTALLED (WITH WARRANTY)	30 EACH	\$ 395.00	\$ 11,850.00	\$ 365.00	\$ 10,950.00	\$ 350.00	\$ 10,500.00
97	TREES, 2.0 IN. CAL., FURNISHED AND INSTALLED (WITH WARRANTY)	9 EACH	\$ 495.00	\$ 4,455.00	\$ 500.00	\$ 4,500.00	\$ 450.00	\$ 4,050.00
98	LIMESTONE EDGER, 4 IN. HEIGHT	1,869 LF	\$ 10.00	\$ 18,690.00	\$ 10.00	\$ 18,690.00	\$ 13.00	\$ 24,297.00
99	REMOVE AND REINSTALL LIMESTONE EDGER	97 LF	\$ 8.00	\$ 776.00	\$ 11.00	\$ 1,067.00	\$ 7.00	\$ 679.00
100	CHERRY STREET LIGHTED BRIDGE PANELS	1 LS	\$ 82,000.00	\$ 82,000.00	\$ 85,500.00	\$ 85,500.00	\$ 157,000.00	\$ 157,000.00
101	CONCRETE BOX CULVERT EXTENSION, 8 FT X 4 FT	1 LS	\$ 71,000.00	\$ 71,000.00	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00
102	ELEVATED SIDEWALK	1 LS	\$ 185,000.00	\$ 185,000.00	\$ 151,000.00	\$ 151,000.00	\$ 97,000.00	\$ 97,000.00
103	ELEVATED TRAIL	1 LS	\$ 165,000.00	\$ 165,000.00	\$ 155,000.00	\$ 155,000.00	\$ 131,000.00	\$ 131,000.00
104	WATERING FOR PLANTS	70 MGAL	\$ 139.00	\$ 9,730.00	\$ 10.00	\$ 700.00	\$ 150.00	\$ 10,500.00
105	LIMESTONE OUTCROPPING	607 SF	\$ 81.00	\$ 49,167.00	\$ 81.00	\$ 49,167.00	\$ 60.00	\$ 36,420.00
106	BIODEGRADABLE EROSION CONTROL BLANKET	771 SQ	\$ 16.00	\$ 12,336.00	\$ 21.00	\$ 16,191.00	\$ 16.00	\$ 12,336.00
107	PCC BANDING, 8 IN. THICK	789 SY	\$ 82.00	\$ 64,698.00	\$ 82.00	\$ 64,698.00	\$ 77.00	\$ 60,753.00
108	PCC PAVERS, 8 CM, W/ BITUMINOUS SETTING BED	1,255 SY	\$ 104.00	\$ 130,520.00	\$ 100.00	\$ 125,500.00	\$ 77.00	\$ 96,635.00
109	SUBSLAB, PCC, 4 IN. FOR PCC PAVERS	728 SY	\$ 49.00	\$ 35,672.00	\$ 48.00	\$ 34,944.00	\$ 32.00	\$ 23,296.00
110	SUBSLAB, PCC, 6 IN. FOR PCC PAVERS	527 SY	\$ 52.00	\$ 27,404.00	\$ 67.00	\$ 35,309.00	\$ 40.00	\$ 21,080.00
111	DECORATIVE ROCK MULCH	144 TON	\$ 290.00	\$ 41,760.00	\$ 300.00	\$ 43,200.00	\$ 350.00	\$ 50,400.00
112	MULCHING, BONDED FIBER MATRIX	3 ACRE	\$ 2,500.00	\$ 8,250.00	\$ 2,500.00	\$ 8,250.00	\$ 3,000.00	\$ 9,900.00
113	SODDING	66 SQ	\$ 60.00	\$ 3,960.00	\$ 120.00	\$ 7,920.00	\$ 50.00	\$ 3,300.00
114	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	3 ACRE	\$ 400.00	\$ 1,320.00	\$ 900.00	\$ 2,970.00	\$ 600.00	\$ 1,980.00
115	SILT FENCE	2,385 LF	\$ 1.50	\$ 3,577.50	\$ 2.00	\$ 4,770.00	\$ 1.60	\$ 3,816.00
116	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	2,385 LF	\$ 0.10	\$ 238.50	\$ 0.25	\$ 596.25	\$ 0.20	\$ 477.00
117	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	600 LF	\$ 0.10	\$ 60.00	\$ 0.25	\$ 150.00	\$ 0.25	\$ 150.00
118	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	7,760 LF	\$ 1.70	\$ 13,192.00	\$ 2.50	\$ 19,400.00	\$ 2.00	\$ 15,520.00
119	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	7,760 LF	\$ 0.50	\$ 3,880.00	\$ 0.50	\$ 3,880.00	\$ 0.50	\$ 3,880.00
120	MOBILIZATIONS, EROSION CONTROL	12 EACH	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00
121	MOBILIZATIONS, EMERGENCY EROSION CONTROL	3 EACH	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00
122	REINFORCING STEEL	726 LB	\$ 3.00	\$ 2,178.00	\$ 1.20	\$ 871.20	\$ 1.25	\$ 907.50
123	CONCRETE DRILLED SHAFT, 24 IN. DIAMETER	144 LF	\$ 144.00	\$ 20,736.00	\$ 625.00	\$ 90,000.00	\$ 244.00	\$ 35,136.00
124	SITE 01 - CRITICAL CLOSURE INCENTIVE / DISINCENTIVE PAYMENT	1 CDAY	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
TOTAL BASE BID				\$ 5,181,814.83	\$ 5,203,735.89	\$ 3,950,992.42		

Resolution No. 2018-29

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
EXECUTION OF THE CONTRACT FOR THE HIGHWAY 965, PHASE 3
IMPROVEMENTS PROJECT NORTH LIBERTY, IOWA**

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

WHEREAS, the City Council, through the Iowa DOT, sought bids for the Highway 965, Phase 3 Improvements Project;

WHEREAS, five bidders submitted bids for the project to the Iowa DOT; and

WHEREAS, the low bidder for the project was Streb Construction Co. Inc. at \$4,520,000.00; and

NOW, THEREFORE, BE IT RESOLVED that the Highway 965, Phase 3 Improvements Project is authorized and the bid from Streb Construction Co. Inc. is hereby accepted and approved for the project at a bid amount of \$4,520,000.00 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 13th day of March, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Community Center Locker Room Remodel



March 5, 2018

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

RE: North Liberty Community Center Men's Locker Room Remodel

Dear Mr. Heiar:

On February 28, 2018 at 3:00 PM in the North Liberty City Administration building three competitive quotes were received and opened for the above-referenced project.

The low base quote was received from Woodruff Construction, LLC of Tiffin, Iowa in the amount of \$134,650.00.

We recommend award of contract to Woodruff Construction, LLC based upon their lowest responsible quote for the amount of \$134,650.00 covering a base project scope that does not include alternates.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Brian L. Gotwals, AIA

BLG/bad

Copy: Tracey Mulcahey, Assistant City Administrator
Scott Peterson, City Attorney
Brian Motley, Assistant Director
Kevin Trom, S-H



Resolution No. 2018-30

**RESOLUTION ACCEPTING THE COMPETITIVE QUOTE AND
AUTHORIZING EXECUTION OF THE CONTRACT FOR THE
COMMUNITY CENTER MEN'S LOCKER ROOM REMODEL PROJECT
NORTH LIBERTY, IOWA**

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

WHEREAS, the City Council sought competitive quotes for the Community Center Men's Locker Room Remodel Project;

WHEREAS, three entities submitted quotes for the project; and

WHEREAS, the low base quote for the project was from Woodruff Construction, LLC at \$134,650.00; and

NOW, THEREFORE, BE IT RESOLVED that the Community Center Men's Locker Room Remodel Project is authorized and the quote from Woodruff Construction, LLC is hereby accepted and approved for the project at an amount of \$134,650.00 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 13th day of March, 2018.

CITY OF NORTH LIBERTY:

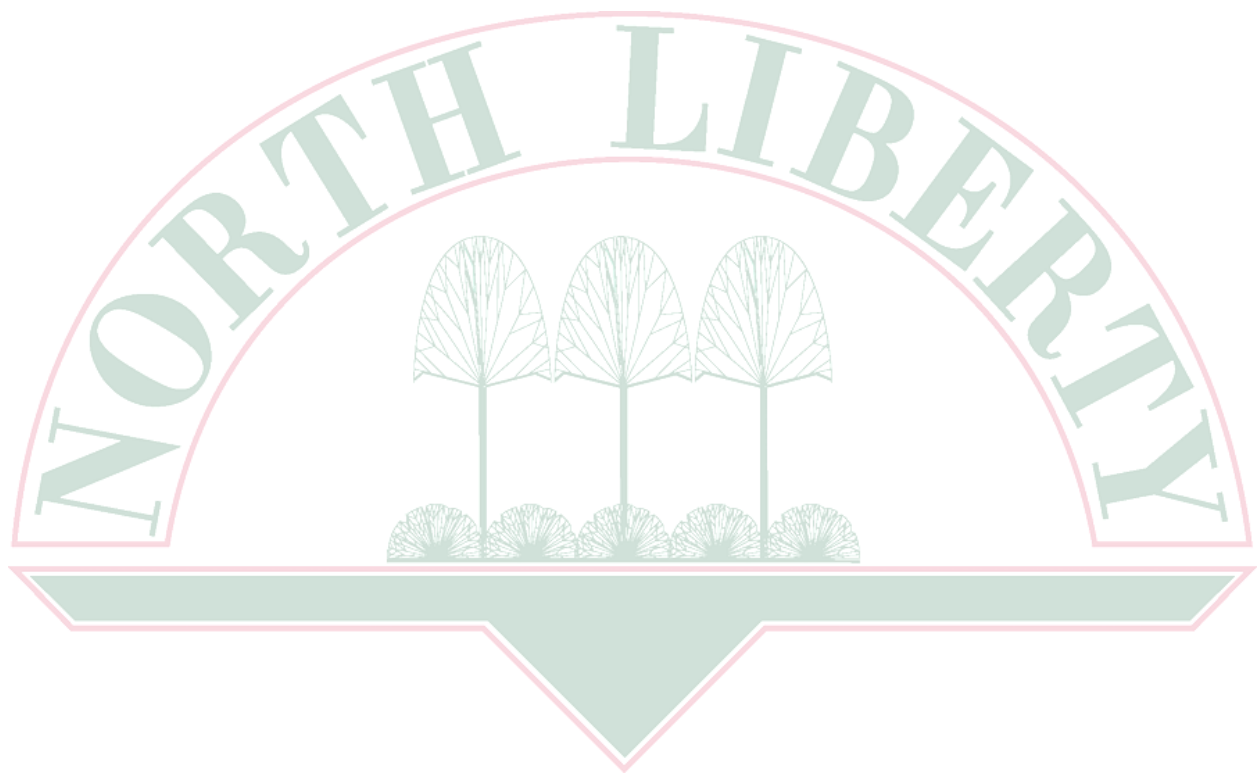
TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Streetlight Resolution



Resolution No. 2018-31

RESOLUTION APPROVING THE REMOVAL OF STREET LIGHTS ACCORDING TO THE TERMS SET FORTH IN THE EXISTING STREET LIGHT CONTRACT

BE IT RESOLVED by the City Council of the City of North Liberty, Iowa that Alliant Energy is hereby directed to make the following changes to the existing system, at the locations described herein (or shown on attached map made part of this Resolution) according to the terms expressed in the existing street light contract.

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM (Alliant Energy)

Add Number	Delete Number	Wattage	Style of Luminaire	Type and Height of Pole	Wiring OH/UG
	3				

LOCATION OF CHANGES

1. See attached map.

APPROVED AND ADOPTED this 13th day of March, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

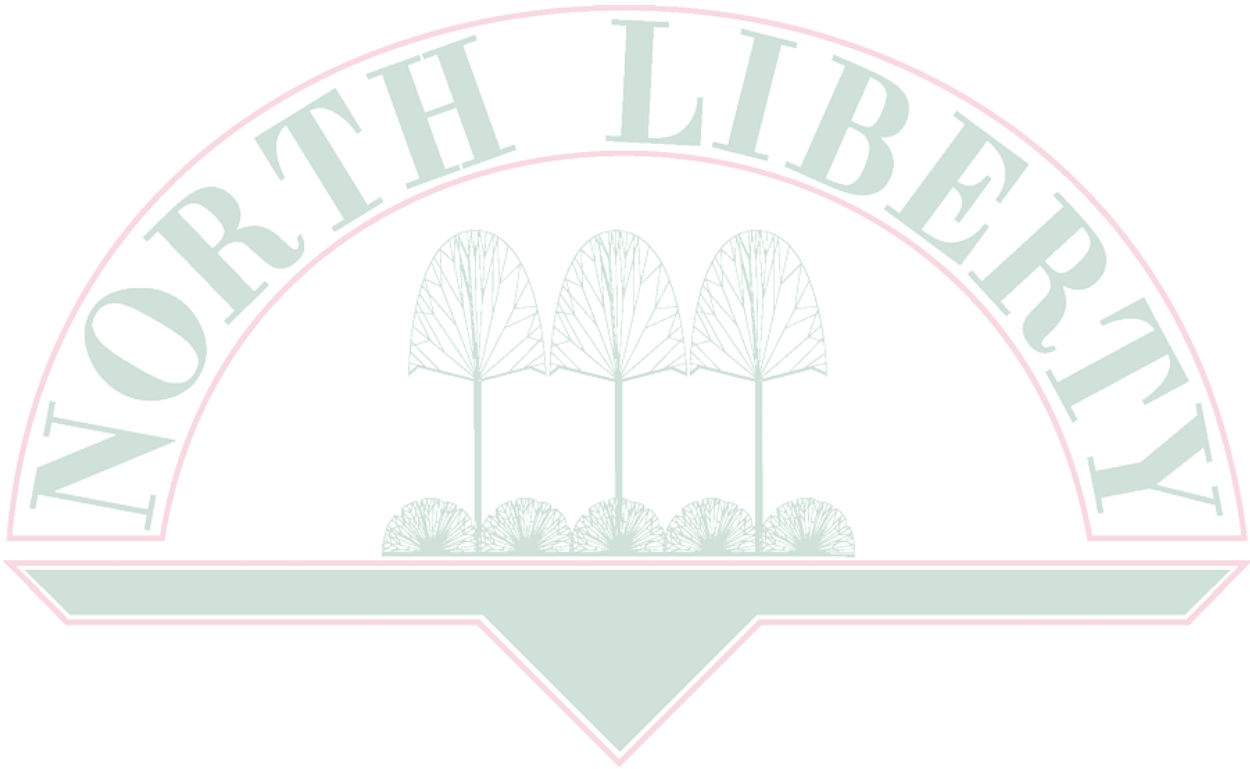
ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Additional Information



To: Mayor and City Council
From: Tom Palmer, Building Official
CC: City Administrator
Date: 3/5/2018
Re: Monthly Report

February Permit Report:

Sixty-seven permits were issued in February with estimated construction value of \$12,559,295.01. Staff completed 319 building inspections.

Certificate of Occupancy:

Four certificates were issued for new dwelling units, two certificates for modification to residential units and one certificate for commercial unit.

Rental/Code Enforcement:

Twelve new rental permit applications were received in February. Eleven rental inspections were completed along with Sixty-five code enforcement complaints were handled in February.

State of Iowa Electrical Code:

Effective January 1, 2018, Iowa Electrical Examining Board changed Iowa's electrical code from the 2014 National Electrical Code to the 2017 National Electrical Code. Staff has reviewed the changes to the National Electrical Code. North Liberty registered electrical contractors were notified by email of the code changes. Iowa is one of seventeen states that have adopted the current national electrical code.



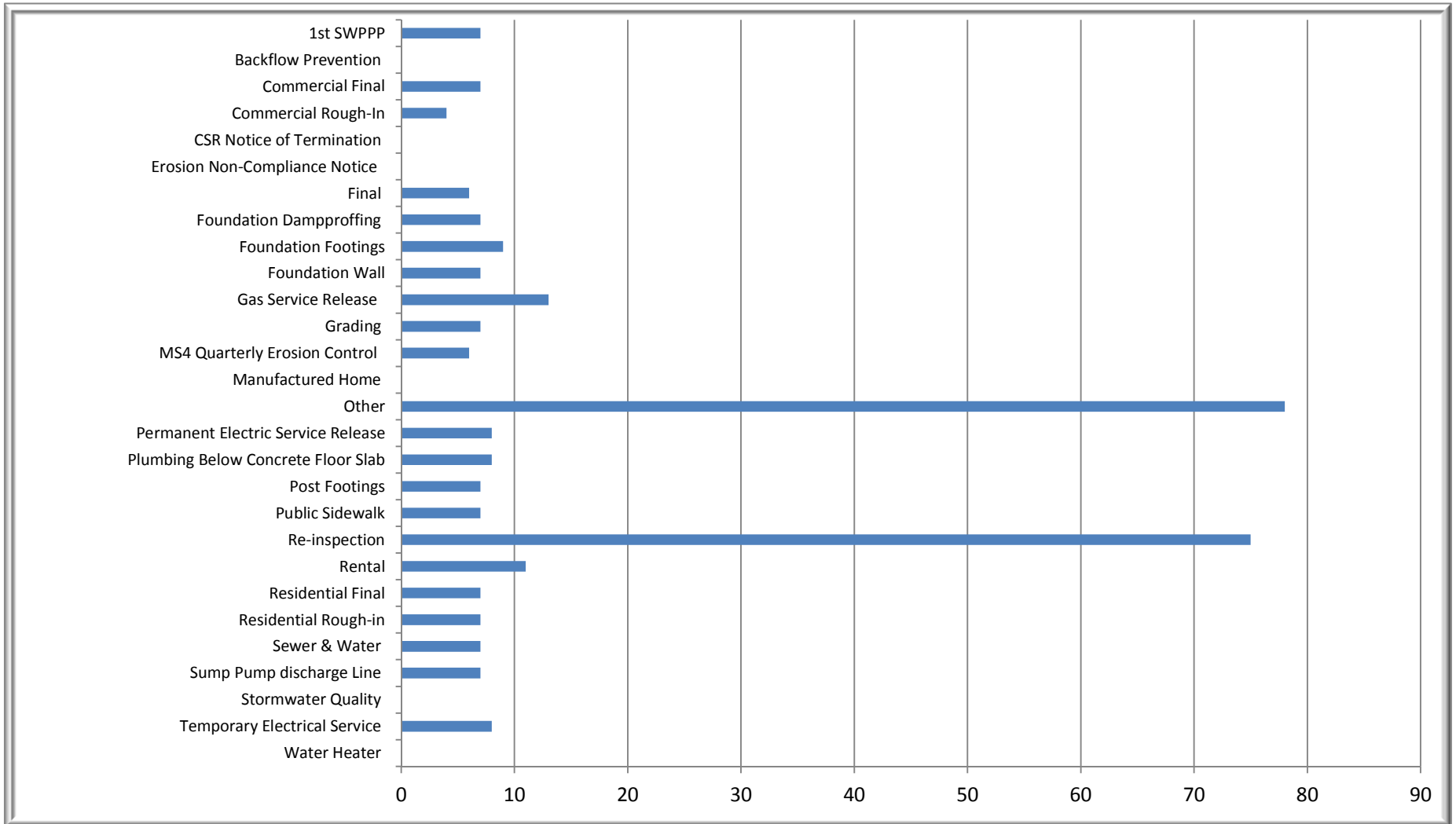
**February 2018
 Monthly Permit Report**

Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	0	\$0.00	\$0.00	0	0	
2	New Single Family Dwelling Attached	0	\$0.00	\$0.00	0	0	
3	New Townhouse	0	\$0.00	\$0.00	0	0	
4	New Multi-Family Housing	0	\$0.00	\$0.00	0	0	
5	New Commercial	0	\$0.00	\$0.00	0	0	
6	New Industrial	0	\$0.00	\$0.00	0	0	
7	School	1	\$11,518,000.00	\$52,895.00			Athletic complex
8	Residential Alteration	10	\$202,227.00	\$3,165.73			
9	Residential Addition	0	\$0.00	\$0.00			
10	Commercial Alteration	7	\$738,403.82	\$1,786.75			
11	Commercial Addition	0	\$0.00	\$0.00			
12	Industrial Alteration	1	\$425.00	\$246.47			
13	Industrial Addition	0	\$0.00	\$0.00			
14	Other	48	\$100,239.19	\$3,204.94			
15	Public	0	\$0.00	\$0.00			
16	Manufactured Home	0	\$0.00	\$0.00			
	Totals	67	\$12,559,295.01	\$61,298.89	0	0	

SFD Attached are zero lot line units

Townhouse are 3 or more units with shared side walls and have a rear yard area

Inspections for the Month of Febraury



Total Inspections 319

Code Enforcement Report

02/01/2018 - 02/28/2018

Case Date	Case #	Complaint
2/1/2018	2587	renting without permit
2/2/2018	2588	renting without permit
2/2/2018	2589	She called the maintenance people because her living room floor was not right. Upon inspection, the maintenance guys noticed that the gypcrete was cracked and exposing the sub floor. They broke up the gypcrete and filled the hole with plywood as a temporary fix.
2/2/2018	2590	renting without permit
2/5/2018	2591	Failed to obtain zoning permit
2/5/2018	2592	Failed to obtain zoning permit
2/5/2018	2593	New Cooler being installed without building permit
2/7/2018	2594	renting without permit
2/7/2018	2595	renting without permit
2/7/2018	2596	Expired rest report for backflow preventer
2/7/2018	2597	Sewer smell in the building
2/7/2018	2598	Trees have fallen down thru the shed in the back yard. Does not mow the back yard ever.
2/7/2018	2599	the owner of the property have placed their private property on city's property
2/7/2018	2600	vehicle parked on landscaped area of the lot
2/8/2018	2601	Cross connection hazard between domestic water and dental equipment
2/8/2018	2602	snow on sidewalk
2/8/2018	2603	snow on sidewalk
2/8/2018	2604	snow on sidewalk
2/8/2018	2605	illegal sign on property
2/12/2018	2606	renting without permit
2/12/2018	2607	unpaid rental fees
2/12/2018	2608	unpaid rental fees
2/12/2018	2609	unpaid rental fees
2/12/2018	2610	unpaid rental fees
2/12/2018	2611	unpaid rental fees
2/12/2018	2612	unpaid rental fees

2/12/2018	2613	unpaid rental fees
2/12/2018	2614	unpaid rental fees
2/12/2018	2615	unpaid rental fees
2/12/2018	2616	unpaid rental fees
2/12/2018	2617	unpaid rental fees
2/12/2018	2618	unpaid rental fees
2/12/2018	2619	unpaid rental fees
2/12/2018	2620	unpaid rental fees
2/12/2018	2621	unpaid rental fees
2/13/2018	2622	No Zoning Compliance permit
2/13/2018	2623	No Zoning Compliance permit
2/13/2018	2624	No Zoning Compliance permit
2/14/2018	2625	snow on sidewalk
2/14/2018	2626	No Zoning Compliance permit
2/14/2018	2627	No Zoning Compliance permit
2/14/2018	2628	snow on sidewalk
2/14/2018	2629	snow on sidewalk
2/14/2018	2630	snow on sidewalk
2/14/2018	2631	snow on sidewalk
2/14/2018	2632	snow on sidewalk
2/14/2018	2633	snow on sidewalk
2/14/2018	2634	snow on sidewalk
2/14/2018	2635	snow on sidewalk
2/14/2018	2636	snow on sidewalk
2/14/2018	2637	snow on sidewalk
2/14/2018	2638	snow on sidewalk
2/15/2018	2639	snow on sidewalk
2/15/2018	2640	Snow on sidewalk
2/15/2018	2641	snow on sidewalk
2/15/2018	2642	snow on sidewalk
2/16/2018	2643	unsafe structure due to no potable water and electrical safety hazards
2/20/2018	2644	Drainage
2/20/2018	2645	renting without permit
2/21/2018	2646	Failed to obtain a building permit for interior renovation work
2/22/2018	2647	renting without permit
2/26/2018	2648	illegal signs on property

2/26/2018	2649	dumpster enclosure doors are not installed on the enclosure
2/27/2018	2650	failed to obtain a building permit before renovating elevator system
2/28/2018	2651	renting without permit



North Liberty Fire Department 2018 Monthly/YTD Response Report

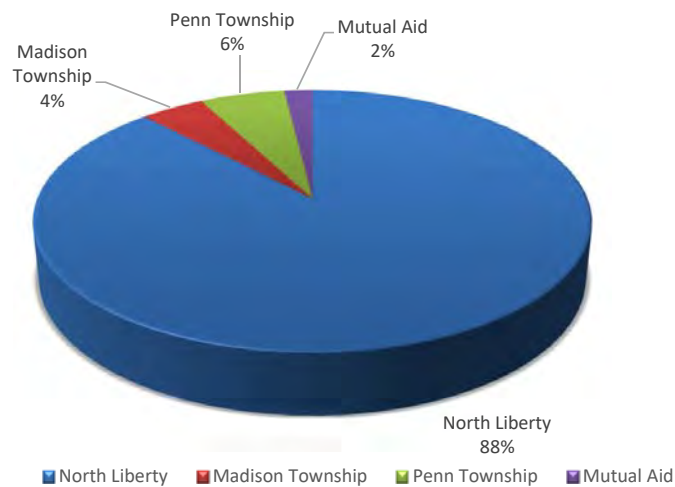
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	99	83											182	87.92%
Madison Township	7	2											9	4.35%
Penn Township	4	8											12	5.80%
Mutual Aid	2	2											4	1.93%
Total Responses	112	95											207	

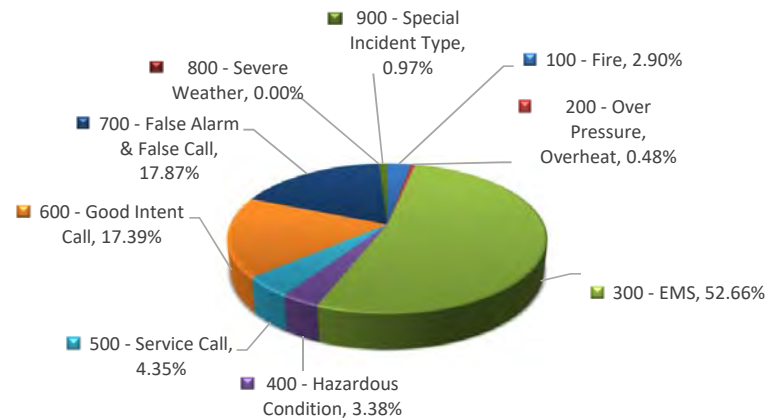
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	4	2											6	2.90%
200 - Over Pressure, Overheat	1												1	0.48%
300 - EMS	50	59											109	52.66%
400 - Hazardous Condition	5	2											7	3.38%
500 - Service Call	4	5											9	4.35%
600 - Good Intent Call	23	13											36	17.39%
700 - False Alarm & False Call	24	13											37	17.87%
800 - Severe Weather														0.00%
900 - Special Incident Type	1	1											2	0.97%
Total Responses	112	95											207	

2018 District Responses YTD
(Rounded Percentage)



2018 Type of Incidents YTD
(Percentage)

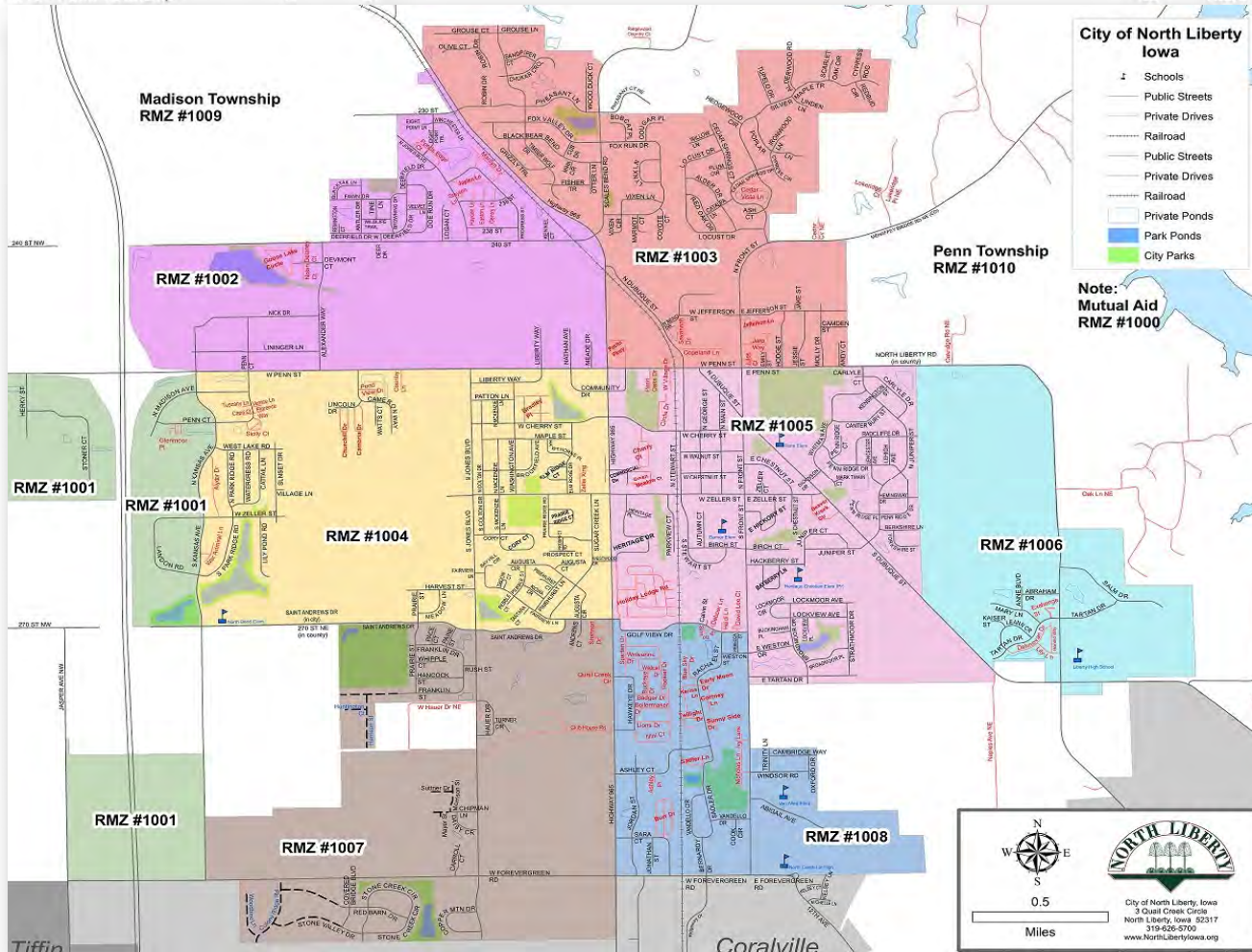




North Liberty Fire Department 2018 Monthly/YTD Response Report

North Liberty Fire Department Responses By Risk Management Zone

	January	February	March	April	May	June	July	August	September	October	November	December	To Date	Year	Percent	
1000 - Mutual Aid																
1001 - City of North Liberty	2	2											4		1.93%	
1002 - City of North Liberty	8	16											24		11.59%	
1003 - City of North Liberty	20	18											38		18.36%	
1004 - City of North Liberty	27	10											37		17.87%	
1005 - City of North Liberty	26	19											45		21.74%	
1006 - City of North Liberty		1											1		0.48%	
1007 - City of North Liberty	6	3											9		4.35%	
1008 - City of North Liberty	12	11											23		11.11%	
1009 - Madison Township	4	2											6		2.90%	
1010 - Penn Township	7	8											15		7.25%	



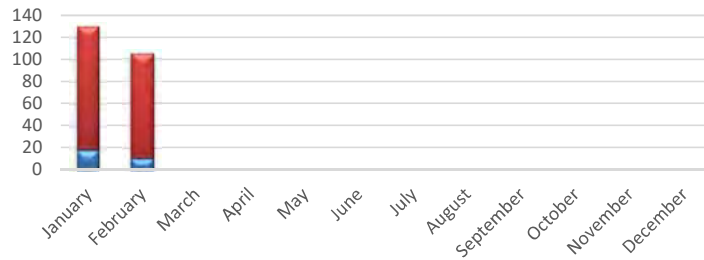


North Liberty Fire Department 2018 Monthly/YTD Response Report

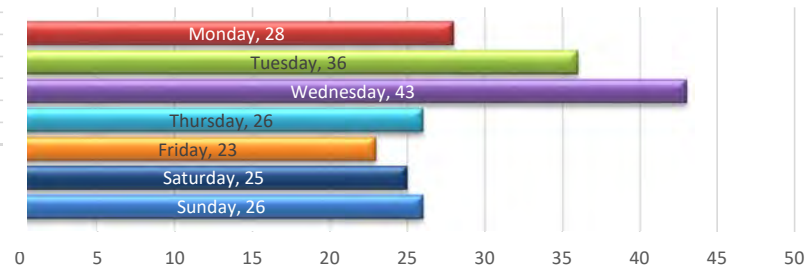
North Liberty Fire Department Overlapping Incidents

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Overlapping Incidents	18	10											28	13.53%
Total Responses	112	95											207	

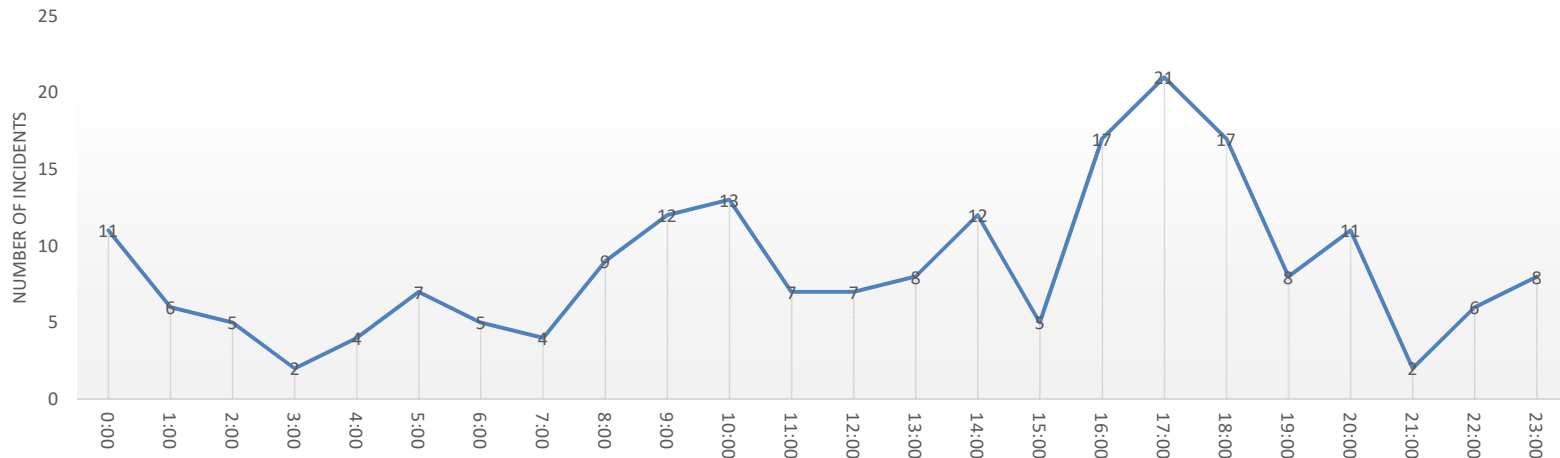
2018 Overlapping Incident
by Month



2018 Responses by
Day of Week



2018 Responses by
Hour of Day





North Liberty Fire Department 2018 Monthly/YTD Response Report

Member Responses By Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year To Date	Percent To Date
Responses for Month	112	95											207	
Barnev, Mallory	17	19											36	17.39%
Brumm, Ryan	16	7											23	11.11%
Burleson, Lynn	5	17											22	10.63%
Chiles, Branden	2	2											4	1.93%
Coleman, Leah	6	6											12	5.80%
Coyle, Jim*	1	0											1	0.48%
Dolezal, Dan	3	1						1					4	1.93%
DuBay, Rob	20	21											41	19.81%
English, Joseph	22	17											39	18.84%
Hardin, Bryan	14	16											30	14.49%
Hofsommer, Greg	3	1						1					4	1.93%
Jaeger, Jeff	34	15											49	23.67%
Johnston, Mike	18	3											21	10.14%
Keitel, Brad	8	11											19	9.18%
Kelchen, Jessica	18	13											31	14.98%
Kochanny, Chris	30	27											57	27.54%
Kramer, Adam	5	9											14	6.76%
Lundquist, Jonathan	0	0											0	0.00%
Marks, Isaac	14	16											30	14.49%
McDonald, James	26	22											48	23.19%
Messinger, Matt	20	10											30	14.49%
Miller, Jordan	24	23											47	22.71%
Moliterno, Brad	19	11											30	14.49%
Newkirk, Richard	12	8											20	9.66%
Pecora, Tyler	14	11											25	12.08%
Place, Alexander	0	0											0	0.00%
Platz, Brian	42	39											81	39.13%
Ransom, Eric	5	3											8	3.86%
Reasner, Richard	14	0											14	6.76%
Rennekamp, Bryan	16	18											34	16.43%
Rhomberg, Peter	27	5											32	15.46%
Ropp, Brian	39	36											75	36.23%
Schellenberg, Phillip	38	14											52	25.12%
Schmooke, Bill	25	19											44	21.26%
Schoening, Austin	21	14											35	16.91%
Schultz, Christine	20	12											32	15.46%
Scott, Sam	16	9											25	12.08%
Smith, Landon	56	25											81	39.13%
Story, Carson	14	12											26	12.56%
Voparil, Craig	12	10											22	10.63%
Welter, Jonathan	20	7											27	13.04%
White, Austin	43	25											68	32.85%
White, Geoffery	29	7											36	17.39%
White, Sayer	13	12											25	12.08%
Wichmann, Megan	16	5											21	10.14%
Williams, Justin	16	8											24	11.59%

* Fire Dept. Chaplain



North Liberty Fire Department 2018 Monthly/YTD Response Report

Top 5 Calls Made by Members by Month

	Jan	Feb	Mar	Apr	May	Jun
1	Smith 56	Platz 39				
2	White, A 43	Ropp 36				
3	Platz 42	Kochanny 27				
4	Ropp 39	Smith 25 White, A				
5	Schellenberg 38	Miller 23				
	Jul	Aug	Sept	Oct	Nov	Dec
1						
2						
3						
4						
5						

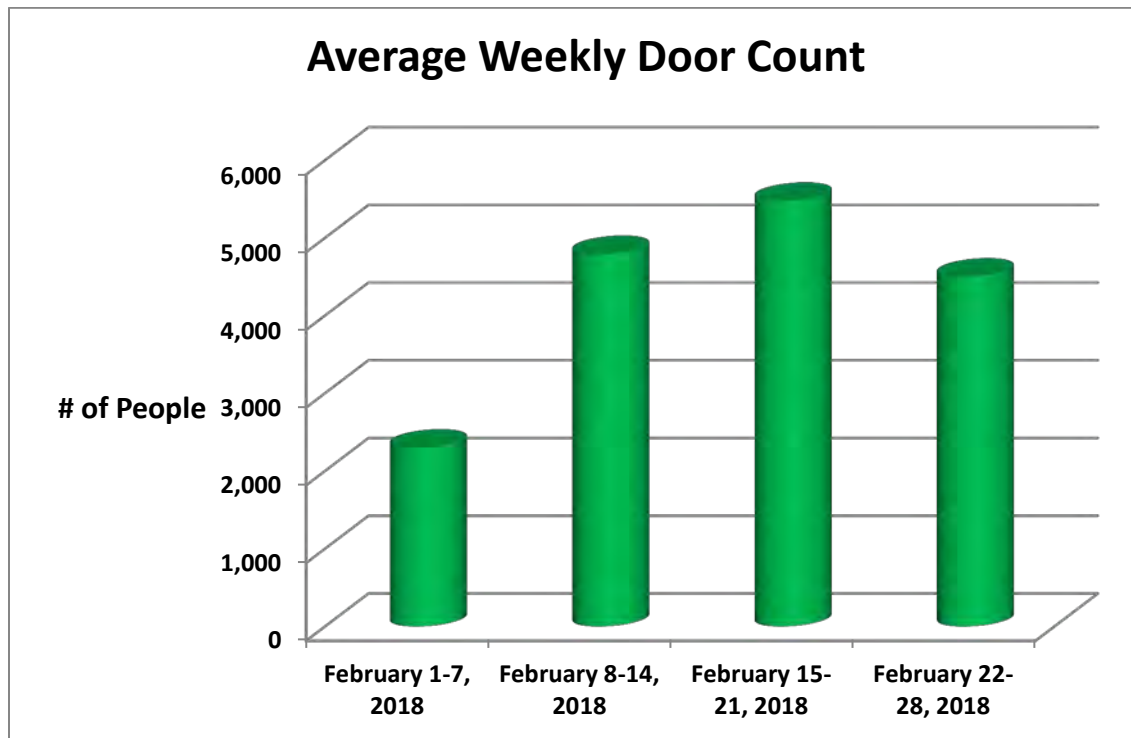
2018 - Top 5 Calls Made by Year-To-Date			
1	Platz Smith	81	39.13%
2	Ropp	75	36.23%
3	White, A	68	32.85%
4	Kochanny	57	27.54%
5	Schellenberg	52	25.12%



TO: North Liberty City Administrator and City Council
FROM: Jennie Garner, Library Director
DATE: Mar. 8, 2018
SUBJECT: Library Monthly Report

At a Glance

Computer Usage	2197
Database Use	2813
Meeting Room Use	911
Door Count	17,059



Library News

We had a great time collaborating with other city staff to offer multiple events with winter themes to coincide with Beat the Bitter from an Insect Zoo at the library for families to an outside celebration to watch the fireworks on Red’s Patio for our adult patrons. We are always thrilled to partner with local businesses and groups.

To that end, two of our three library book clubs are based out in the community. BYO(Book), meets at 6pm monthly on the last Friday and travels to various eating establishments in North Liberty and even forays occasionally into Coralville and Solon. This book club started in Iowa City and we developed a North Liberty Chapter. They read mainly works of fiction. Our hope is to bring brings some of our favorite local restaurants and books together. We also have Gulp, our newest book club, which meets the second Tuesday of each month at 6pm at Café Muse. This book club was designed to appeal to our 20-something patrons but all readers are welcome.

If you haven't checked out our display case lately, you should stop by to see the history filling the shelves. The North Liberty History group does a beautiful display in one half of the case changing it out regularly. It currently houses a quilting display. The other half is currently featuring the history of raising chickens following a wonderful and funny adult program offered March 1 called the Chicken and the Egg: Raising Chickens in the 1900s.

Finally, we have a committee made up of library staff, a city employee, and a library board member who has been working to reinvent our mission statement so that it's more up to date and fitting with our current service plan and operations. We will be excited to share that with all of you very soon.

Below (page 3) you'll find our FY17 Community Report. We are so pleased to share with you and our community this snapshot of the incredible support and high use that the library staff is fortunate to witness every day. You'll see we've created a 4X11" document with a front and back. The report is available in the library in hard copy and on our website electronically.



NORTH LIBERTY
Community
Library

Community Report

July 1, 2016 - June 30, 2017

Quick Facts

15 staff kept the library
open **3,240** hours

41 volunteers donated
899 hours

14,335 registered borrowers
for an **11.75%** increase



175,430

visits to the library for
an **8.75%** increase



10,509 e-book checkouts
a **23.33%** increase

7,852 e-audio checkouts
a **40.52%** increase

9,765 computer uses &
26,171 wireless sessions

115,908 total items checked out
a **7.98%** increase



Up **24.42%**

18,086 people attended **931** programs

8,841 people used library
meeting space



"WHEN IN DOUBT, GO TO THE LIBRARY"
—HERMIONE GRANGER—

Experience *Your* Library

319.626.5701

www.northlibertylibrary.org



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

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

Date: March 1, 2018

Re: Monthly Report

We performed building maintenance as needed this month. We refinished all of the Parks Maintenance facility floors.

We continue to pick up park/trail trash receptacles and pet waste stations every week this past month.

We maintained equipment as needed this month. We performed preventative maintenance and repaired winter equipment as time permitted. We continue to prepare for the upcoming growing season by performing preventative maintenance and repairs to ball field maintenance, mowing, trimming and landscaping equipment

We removed snow and ice from City parking lots, sidewalks, trails and Hwy 965 intersections as needed this past month.

We are currently purchasing supplies and ordering plants and trees to prepare for the upcoming season.

The future Centennial Park playground has been delivered to the Parks Maintenance facility. The playground is scheduled for a June 25th - 29th install.

Park Staff assisted with the Beat the Bitter event this past month. It was a great success and a huge thank you goes out to all of our volunteer helpers.

I completed Parks Department Staff performance evaluations and reviews.

We are currently seeking 10 seasonal employees to hire for the upcoming season. We completed online hiring information for Iowa, ISU, Cornell and Kirkwood to name a few. We have two seasonal employees returning from last year.



North Liberty Police Monthly Report February 2018

Training:

- A sergeant, canine handler and Falco went to 8 hours of training on tactical medical for the canine. (16 hours).
- Two officers attended two days of tactical medical training in East Moline. (32 hours)
- Three officers attended free training at the NLFD for Traffic Incident Management presented by the State of Iowa (16 hours)
- An officer attended Dive Team training (8 hours) and two officers attended the first SERT team training. (16 hours)
- An officer attended a Salvage Vehicle Inspection Class. (8 hours)

Public Relations:

- Chief presented to the Stephen's Ministry on PD related topics, crime in North Liberty, resources in the area and changes we have experienced with having the high school in our community.
- Officers attended the Beat the Bitter public events.
- A Girl Scout Troop PD tour was coordinated and included the FD.
- Officer Tygart and Officer Sammons were Guest Readers at North Bend Elementary
- Officer Tygart presented at Liberty High to an English Class.
- Officer Tygart gave a safety speech at Garner.

Equipment:

- Continue with the regular maintenance and repairs on vehicles.
- The custom fit ballistic vest was received for Falco from Canine Tactical.

Enforcement:

- A snow emergency was declared early in the month and 119 vehicles were cited during the snow emergency.
- Officers executed two search warrants on nuisance properties and recovered narcotics and paraphernalia.

Department Admin:

- Performance appraisals continue to be completed for the supervisory staff.
- Continue to work with the architect for planning for the new building.

Traffic Contacts	290
Parking Contacts	142
Vehicle Inspections	29
Vehicle Unlocks	30
Crash Investigations	41
Public Assists	274
Assist Other Agency	105
Crimes Against Persons Report	10
Crimes Against Property Report	16
Other Reports	34
Arrests	42
Warrants	8
Alcohol/Narcotics Charges	30
Crimes Against Persons Charges	7
Crimes Against Property Charges	3
Other Charges	27
Animal Calls	32
Total Calls for Service	1731
*Total Calls for Service for the year	3718

North Liberty Police Monthly Report Continuation --- February 2018

- Training and Collateral assignments update for needs for the department, back up instructors, and priorities for selection of training.
- Getting ready for law channels to be encrypted and having a blotter, so the media and public can look up activity online.
- Participated in ICMA Police Recruitment Survey and identified community stakeholders to also complete the survey. The results will be shared in a national study.
- One officer completed the 6 month voluntary physical fitness testing. If they pass two age groups below their current age they get 4 hours of overtime. Otherwise they just get 2 hours.
- 2017 year end annual report was completed.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 3/5/2018

North Liberty Police Department



North Liberty Government

Terry Donahue

Chris Hoffman

Annie Pollock

Jim Sayre

Brian Wayson

Sarah Madsen

Ryan Heiar

Mayor

Councilor

Councilor

Councilor

Councilor

Councilor

City Administrator

Our Mission Statement

Improve the quality of life in North Liberty by enhancing public safety through cooperative partnerships with our evolving community. We are responsible for protecting life and property, enforcing laws and taking appropriate actions to deter crime and disorder. We will inspire the public's trust and protect the Constitutional Rights of all citizens.



Our Values

We take responsibility for the efficient, effective, innovative, and proactive approaches to meeting the demands of our crime prevention and law enforcement services. We remain dedicated to service and are committed to striving for excellence, focusing on the following core values in our personal and professional lives:

- **Integrity** - We hold ourselves accountable to the highest level of honesty, truthfulness and ethical conduct. These traits are central to all the values we embrace and are the foundations of community trust.
- **Pride** - We take pride in our work and in serving our community by setting an example for others to follow.
- **Quality Service** – We will provide quality service in a courteous, efficient and accessible manner. We foster community and employee involvement through problem solving and partnerships in a way that best serves the community.
- **Respect** - We hold respect for human life above all and we will ensure that all persons are treated with equality, dignity, and courtesy.
- **Courage** - We recognize the inherent dangers within our profession and are willing to place the safety of others above our own.
- **Professionalism** - We commit to the highest level of professional standards through the development of highly trained, motivated and dedicated members to public service.

Chief Diane Venenga's Message

It is a great pleasure to present the North Liberty Police Department's 2017 Annual Report. Traditionally, monthly updates are provided to the City Council and posted on the City Website. This format shares the data that is collected, shows the pride our employees take in keeping North Liberty safe, and demonstrates to the public how we continue to try to meet the mission of this department.

As a continued goal of this department, if we are invited to any community events we make it a point to be there. These events allow us to continue making positive connections with members of the community. With each engagement, the officers remain committed to providing quality service and dedication to this profession.

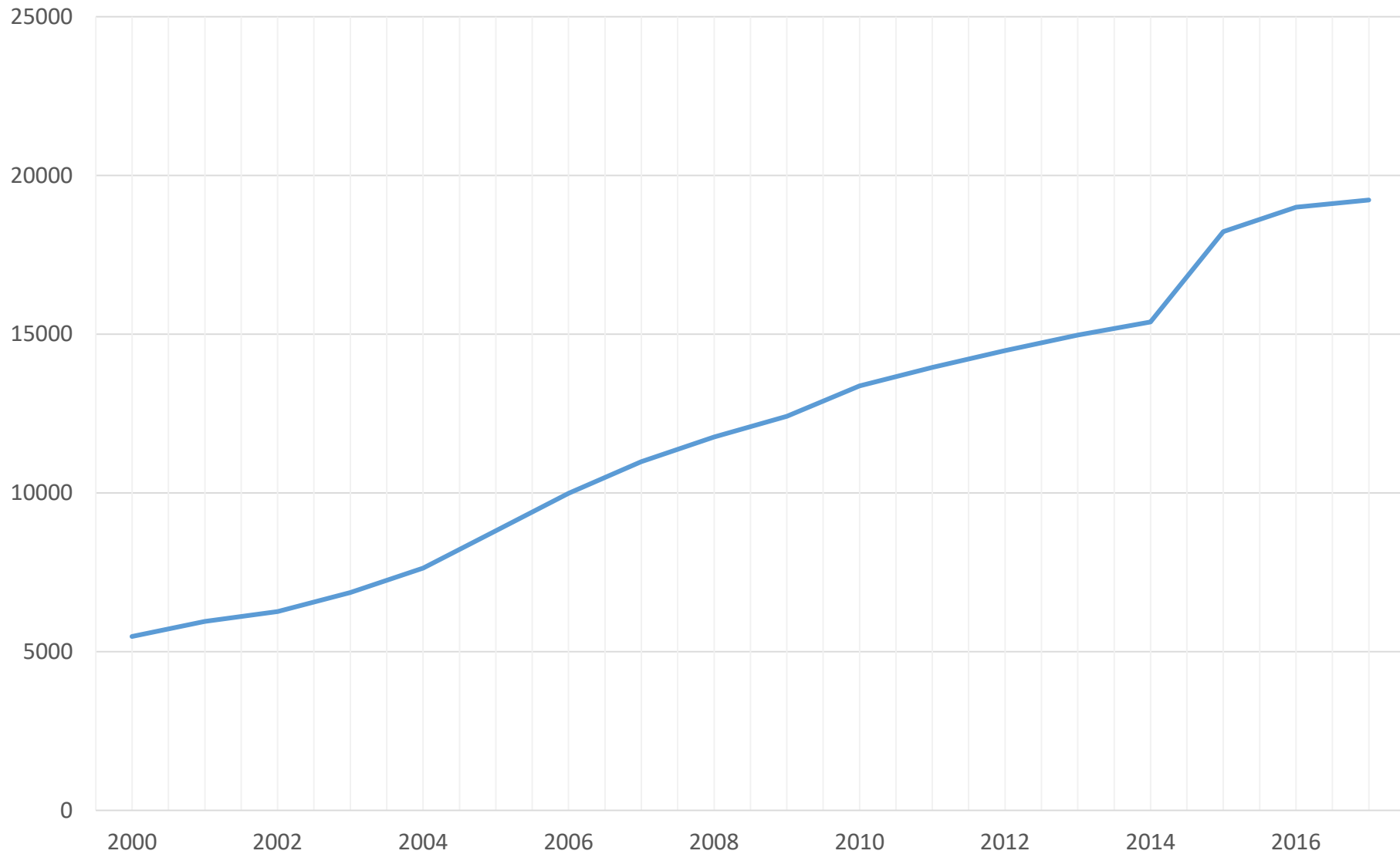
The last year brought several changes to our department. We received donated funds to purchase our first canine. Officer Ben Campbell and Falco attended 5 weeks of training in Chariton, Iowa and has been a new fixture in town. Falco is energetic and has a high work drive. He is trained in narcotic detection, human and article tracking and as a protection animal for Officer Campbell. We also hired an architect to design a new police station, agreed to have two officers join a regional tactical response team, applied and received a federal grant for new body-worn cameras, and trained a second officer as a school resource officer. We also experienced one of our members being called-up for a year-long military deployment.

We continue to see a rise in our reported crimes against person and property. As the population continues to increase, we have seen a significant increase in the overall calls for service, arrests and charges. Burglaries to unlocked motor vehicles is the most reported crime in our area. Several strategies were created to identify and locate the individuals responsible for the thefts and some were apprehended. We also experienced the opening of a new high school and the response needed to assist with activities and students has created an increase demand.

We have been fortunate to receive ongoing support from the North Liberty City Council, Mayor, administration and citizens to be able to effectively provide services to the community. With the challenges and benefits associated with the continued growth, the City of North Liberty continues to be a safe place to live, work and play.

It continues to be an honor to serve this community, and on behalf of the members of NLPD, thank you for your continued support.

Population



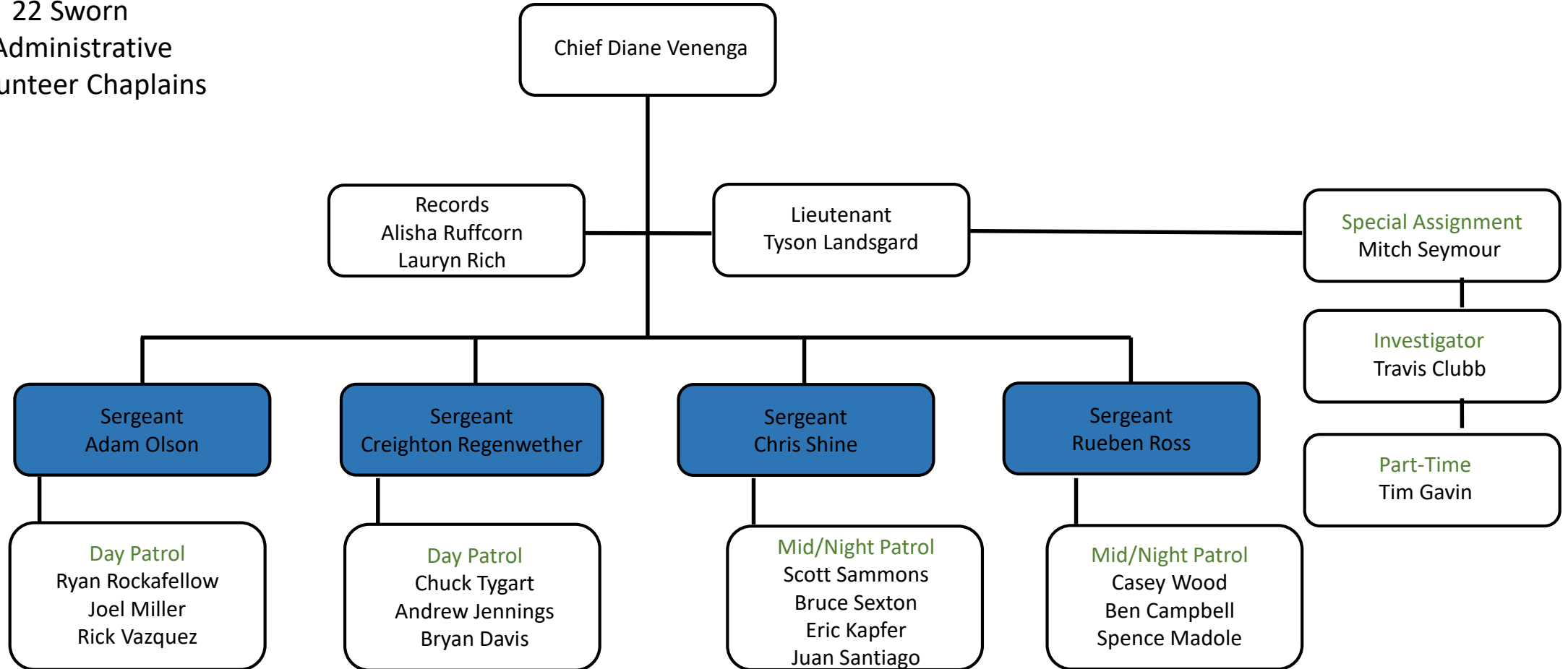
2017	19,227*
2016	19,000
2015	18,228
2014	15,386
2013	14,971
2012	14,485
2011	13,952
2010	13,374
2009	12,413
2008	11,761
2007	10,983
2006	9,993
2005	8,806
2004	7,637
2003	6,866
2002	6,268
2001	5,957
2000	5,482

*estimation

Organizational Chart

2017

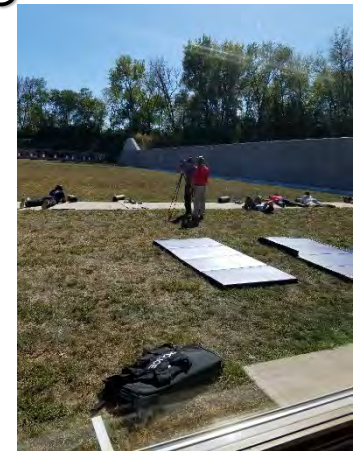
22 Sworn
2 Administrative
2 Volunteer Chaplains



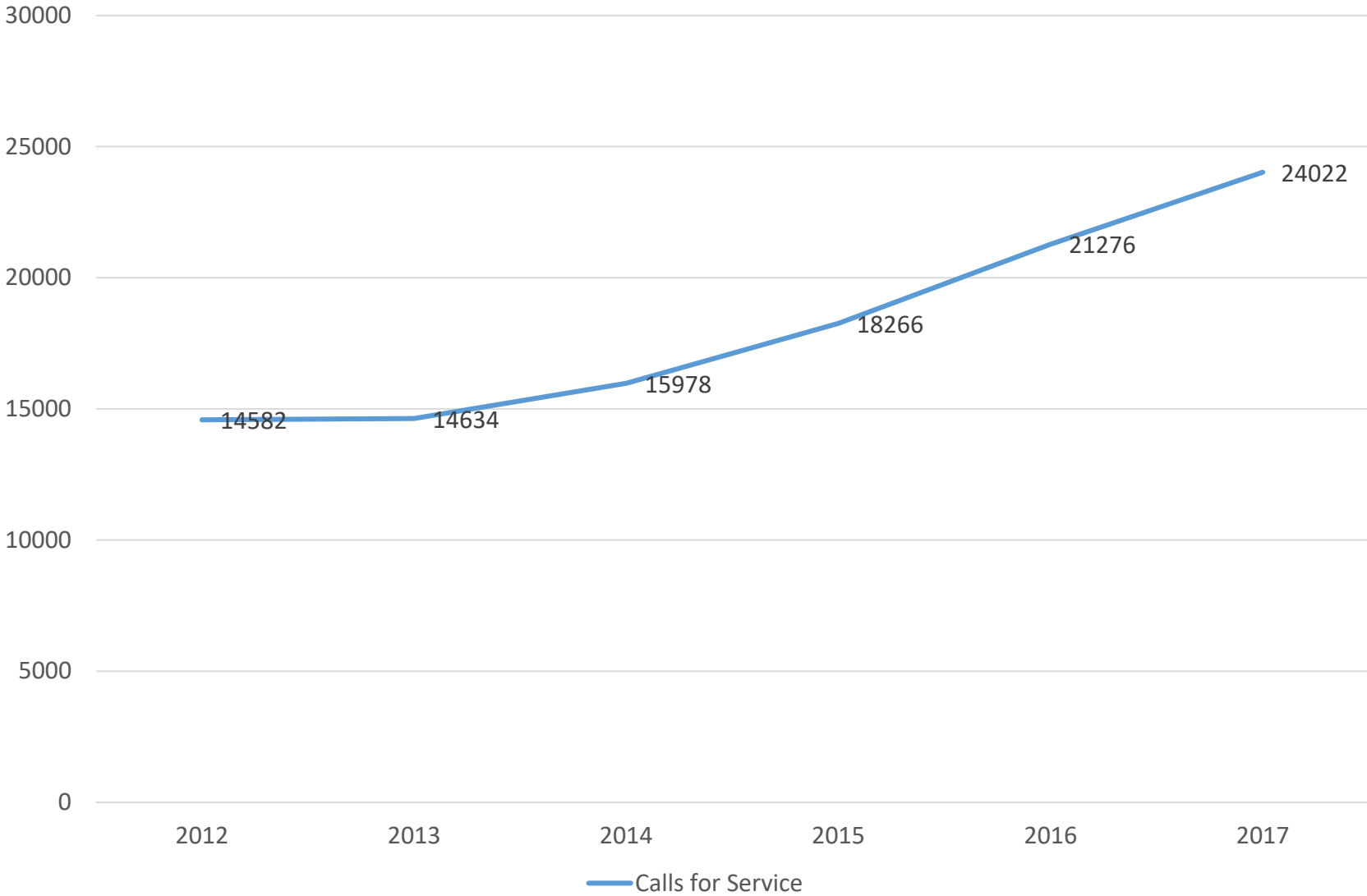
Training

Description	Hours
January-Mats, supervisor training for new Sgt, bomb squad, dive team, substance abuse reporting for supervisors, salvage inspector class, TAC training	390
February-Homicide investigator seminar, tactical medical training, "Finding the leader in You", FBI presentation on leadership, bomb squad, dive team, ICS-400 incident command, salvage inspection class for new inspector and one recertification	170
March-Tactical medical training, bomb squad, dive team, Crisis Intervention Training (CIT), Line of Duty Death seminar, International Association of Police Chaplains training, social media and open source investigations, Patrol Officers Response to Drugs, Iowa Narcotics Officer Conference, salvage inspector training, Human Trafficking seminar	358
April-Scenario based judgment training, tactical medical training, Interview and Interrogation, Domestic Violence Risk Assessment, Advanced Racial Equality in Government, bomb squad and dive team, Police Mountain Bike School, Duane Arnold Energy Functional Exercise, Governor's Traffic Safety Bureau (GTSB), Body-Worn Camera conference	397
May-Handgun, Shotgun, Rifle and tactical training, Heroin Overdoes and Investigations, Driving Instructor Recertification, Human Trafficking Instructor class, bomb squad, CIT, Law Enforcement Chief's Conference	436
June-Active shooter response training, tourniquet training, bomb squad, dive team, Computer Investigation training, Sexual Assault Investigations class, FBI 5 Star Leadership Program, Iowa VINE webinar	162
July-FBI 5-Star Leadership, School Resource Officer school, Administration Conference, Computer Crimes training, Street Survival Seminar, Homicide and Crime Scene Management	152
August-ALICE training, Peer Support, Verbal Judo	96
September-Drive and taser training, Law Enforcement Leadership Education seminar, FBI Leadership course, Firearms	392
October-CIT, Active Shooter Threat Instructor class	160
November-Planning, Designing and Implementing a Police Facility, Canine Handler training, Background Investigations, School Resource Officer training, Use of Force Summit	248
December-Traffic Incident Management, Professional Standards and Iowa Code on Officer Bill of Rights, Blood borne Pathogens, Haz-Mat, Back Injury Prevention and Changing Driving Conditions, dive team, canine team	73

3034 Total Hours



Calls for Service



2017
911 Calls- 1,961
Routine- 4,976
In Person- 211
Officer initiated- 16,871

Calls for Service are created by calling into the Joint Emergency Communication Center (JECC), stopping at the PD, or by officer initiated activity

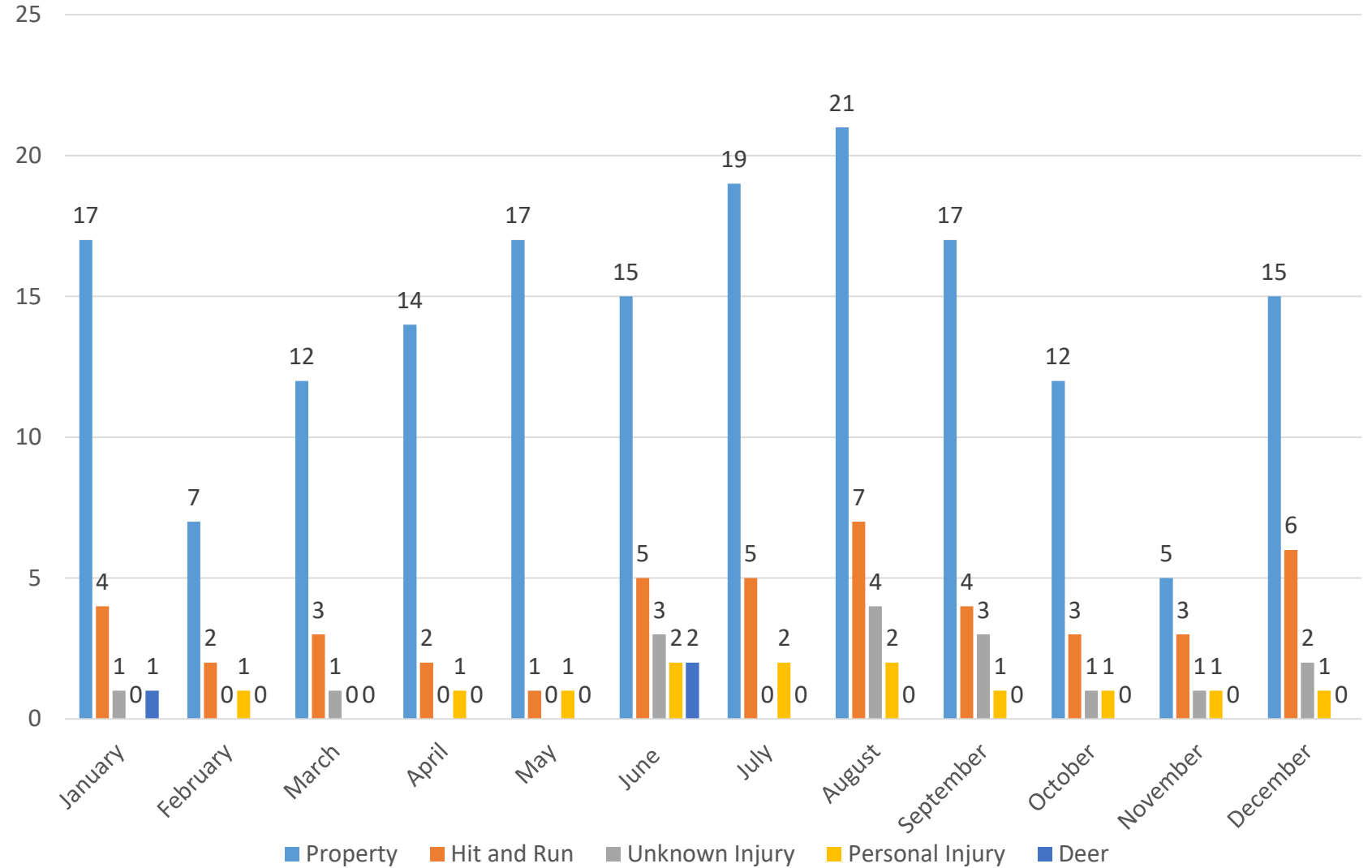
Stats 2013-2017

<u>Category</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Traffic Contacts	2,555	2,750	3,247	4,081	5,336
Parking Contacts	440	550	776	398	579
Vehicle Inspections	464	304	380	350	370
Vehicle Unlocks	312	314	302	340	372
Crash Investigations	202	258	264	249	248
Public Assists	3,321	2,376	1,756	1,633	3,709
Assist Other Agency	897	812	942	1,073	1,313
Crimes Against Person Report	107	81	90	97	108
Crimes Against Property Report	183	209	196	218	310
Other Reports	278	265	295	333	431
Arrests	278	285	330	353	401
Warrants	58	48	44	30	78
Alcohol/Narcotics Charges	172	144	185	217	201
Crimes Against Person Charges	49	53	58	55	67
Crimes Against Property Charges	40	46	32	39	34
Other Charges	113	64	77	126	234
Animal Calls	352	454	472	445	457
Total Calls for Service	14,634	15,978	18,266	21,276	24,022

Accidents

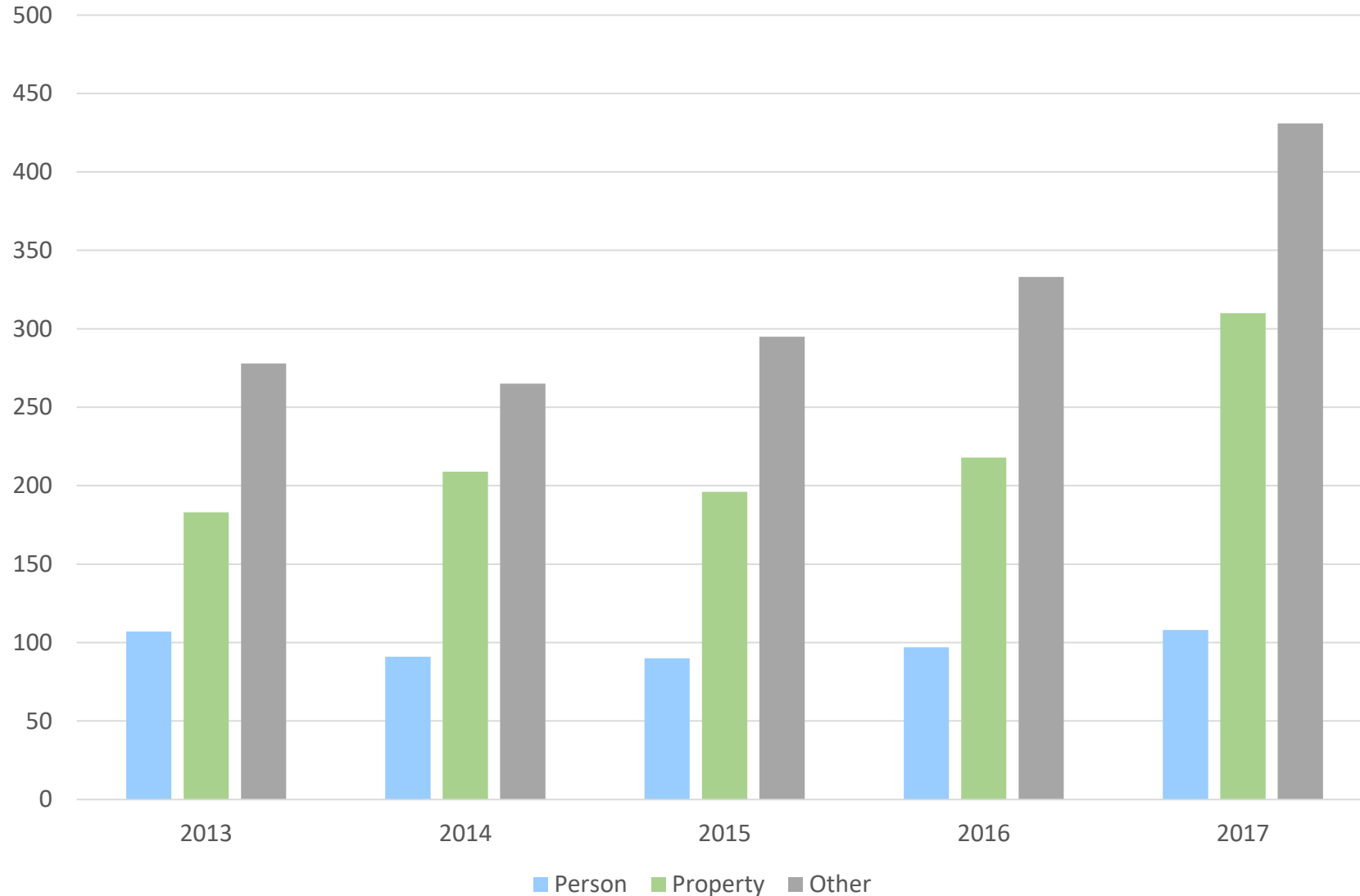
Accidents by Month

January-23
 February-10
 March-16
 April-17
 May-19
 June-27
 July-26
 August-34
 September-25
 October-17
 November-10
 December-24



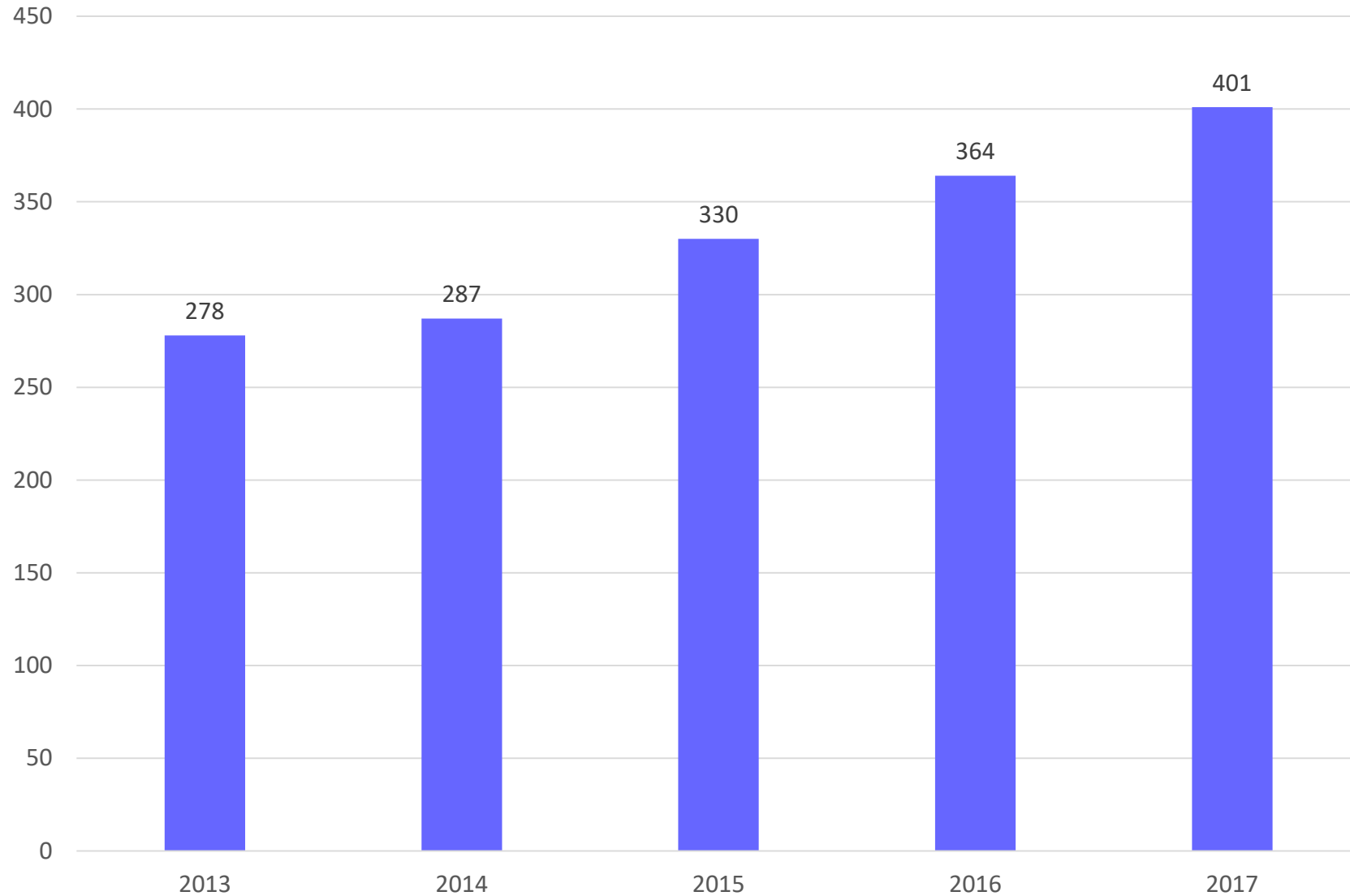
Crash reports are created anytime there is an injury as a result of a crash or if there is damage over \$1500. Unknown injury is classified when there is a potential for injury, but the person was not transported or refused medical attention at the scene. A deer crash report is if a deer is struck by a motor vehicle.

Incident Reports



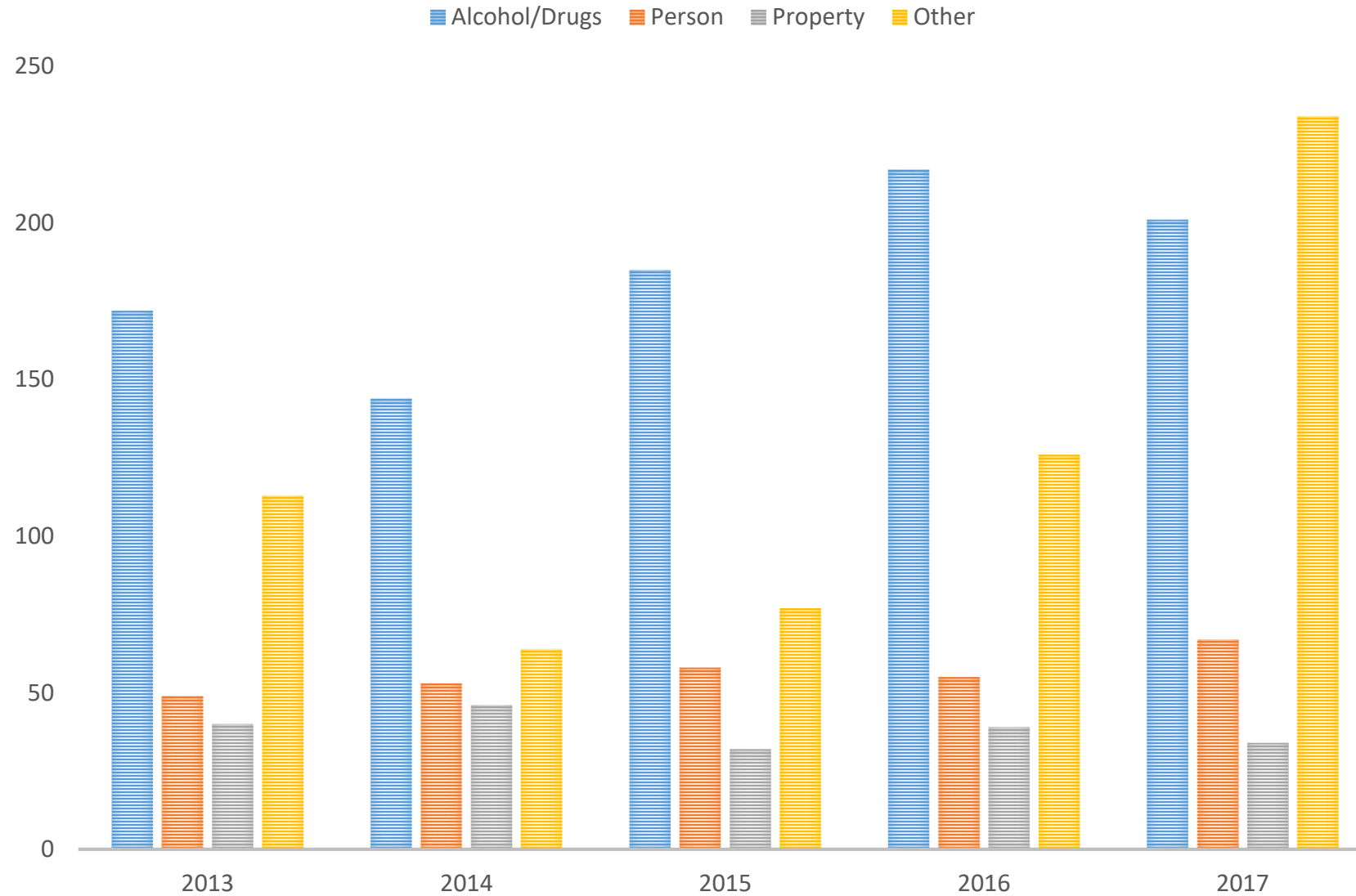
Reports taken and on file. Other Reports are Crimes Against Society like driving offenses, alcohol or drug related offenses, or city code violations.

Arrests



Include: Taking an individual into custody for a criminal offense for which we have probable cause to arrest or with an arrest warrant

Charges



Includes all individuals in custody and charged with a crime, or a requested arrest warrant for a person once identified.

Warrants Served



Warrants are search warrants executed or arrest warrants for an individual on a previous charge

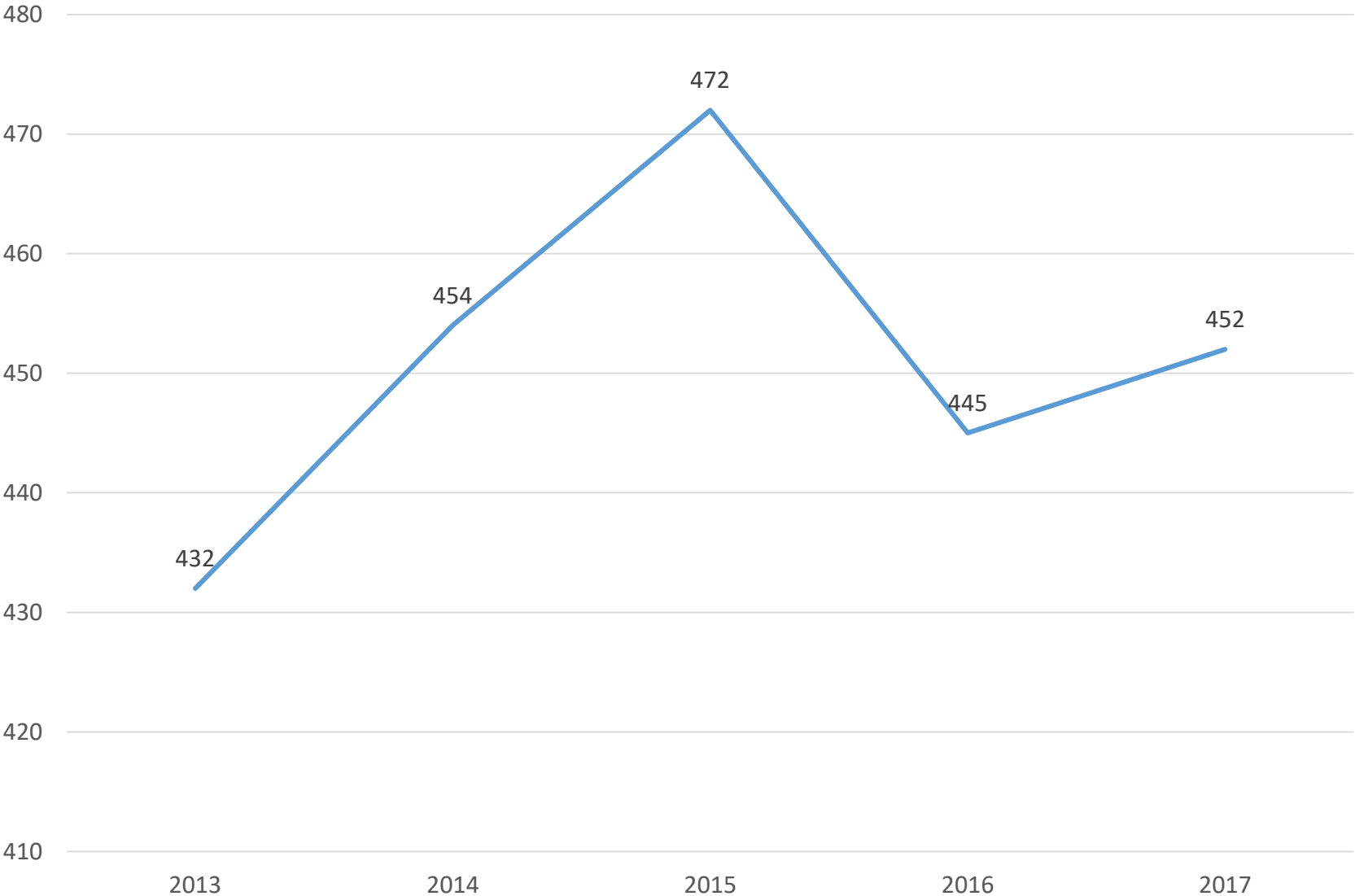
Parking Tickets

Violation	2017	2016	2015	2014	2013
10' From Crosswalk	-	1	2	1	-
10' From Intersection	-	-	2	-	2
10' From Sign	3	1	2	1	-
18' From Curb	2	-	3	1	-
20' From Mailbox	4	7	8	3	1
5' From Hydrant	13	2	23	7	11
Blocking Sidewalk	22	12	11	8	18
Disabilities	10	6	21	2	16
Fire Lane	1	-	-	-	4
Hazardous Location	-	-	1	-	-
Left Wheel to Curb	51	53	77	31	10
No Parking 10PM-6AM	-	-	2	-	-
No Parking 6PM-6AM	-	2	1	-	-

Violation	2017	2016	2015	2014	2013
Odd/Even Parking	3	2	52	29	48
Other	1	3	1	-	4
Over 5 Tons	1	1	-	2	-
No Parking in Circle	15	5	31	10	-
Park Adjacent to Curb	1	-	1	1	-
Parking Right of Way	-	1	-	-	1
Parking Prohibited Area	-	-	-	-	3
Registration Plate Not Displayed	-	-	1	-	-
Sign Prohibits Parking	31	22	27	32	50
Snow Emergency	299	51	364	246	281
Storage	7	6	9	19	13
Trailer	44	51	90	63	63
Unregistered Vehicle	84	84	71	19	-

Totals	Tickets	Violations
2017	569	592
2016	284	310
2015	693	800
2014	449	475
2013	525	525

Animal Calls



Includes: Lost, found, noise complaints, bites, injured and welfare checks

Investigations

73 cases were investigated

16 Arrests

All cases were closed by either being inactive, unfounded, cleared by arrest, or transferred to another agency.



Drug Task Force

11 NL Incident Reports created

5 Arrests

2 Closed

6 Remain open/active



Services Our Department Provides

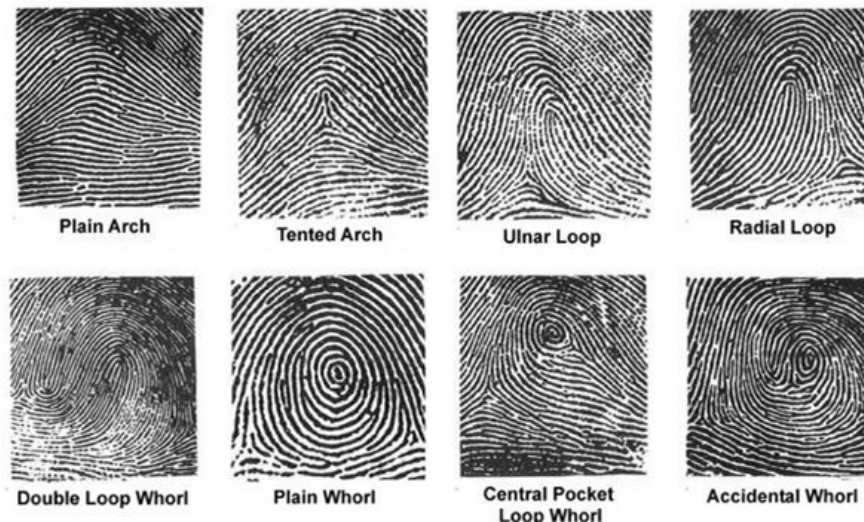
Car Seat Checks

The North Liberty Police Department offers education to caregivers for child passenger safety through a child passenger safety technician. The role of the child passenger safety technician is to educate caregivers on the correct selection, installation, and use of car seats, booster seats, and seatbelts. Our departments inspector is Investigator Travis Clubb and in 2017 he conducted around 50 inspections. This service is free and done on an appointment basis. To schedule an appointment contact Inv. Clubb at tclubb@northlibertiowa.org



Fingerprints

The department continues to see an increase in the demand for fingerprinting services for employment. The majority of people looking for this service are people in the medical, child care and financial fields. We also have individuals who need them done for adoptions and paperwork for other countries. In 2017, we fingerprinted 431 people on 617 cards and anticipate surpassing that number this year. In the month of January we are up 56% from this time last year in the number of people we have printed. Our fingerprint hours are by appointment and performed by our records staff Monday and Wednesday 9AM-11AM and Thursday 2:30PM-4PM. People wanting to make an appointment can call the front office during normal business hours, 319-626-5724.



Golf Cart Permits

In 2017, the number of golf cart permits increased to nine from seven. A permit is required in order to drive a golf cart in town on public roadways. The permit process starts with an inspection of the cart by an officer. They will look for the following elements:

- Engine size < 351 CCS

- Slow moving sign attached to rear of cart

- Bike safety flag, the bottom of which shall be above the top of the cart

- Adequate brakes

- Headlights

- Tail lights

- Rear view mirror attached to the driver's side

Once the inspection is complete, the owner comes to the police department with copies of their insurance and valid license of all drivers showing that they are over 18. The records staff will make copies of these documents, collect the \$25 Fee, and issue the permit.



Salvage Vehicle Inspection

The purpose of the salvage theft exam is to verify that no stolen parts were used when the vehicle was rebuilt. Last year the department completed 370 inspections. Inspections are performed by appointment Monday, Wednesday and Friday at 10AM as long as we have the staff. Prior to the inspection, the owner of the vehicle must fill out the affidavit of salvage vehicle repair online and pay the \$50 fee. The online form can be found on the DOT website at <https://salvagetheft.iowadot.gov/SalvageTheftTitle>. At the time of the inspection, the presenter must have:

- An Iowa salvage title
- Any receipts for parts put on the vehicle. If the parts are used, you will need the VIN number of the car they were taken from.
- Bill of sale
- ID



Failure to have all of these documents means the vehicle will not pass inspection. If that happens, the owner will need to reschedule the inspection for another day. Repeat offenders will not be allowed to come back and the DOT will be notified.

Vehicle Unlocks

One of the services the Department offers is vehicle unlocks. If you ever find yourself locked out of your vehicle call JECC at (319) 356-6800 and an officer will be dispatched to your location. Last year, the department responded to 363 calls for service for vehicle unlocks. We anticipate the number of calls to increase with the population growth, addition of the high school, and other businesses in town.

Number of Unlocks per Year

2017-363

2016-340

2015-302

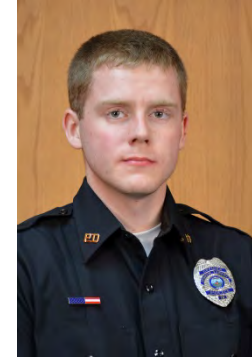
2014-319

2013-322





Officer of the Year



Each year one officer who displays exceptional character while pursuing this department's mission is selected for Officer of the Year. Nominations are received by the officers and supervisors. We have several officers that are worthy of this honor, but one officer stood out for being attentive, dependable, committed to excellence and maintains a positive attitude.

Officer Casey Wood was nominated for his commitment to high work standards and is one of the busiest officers on the department. He displays exceptional quality of work, exhibits sound police tactics and uses forward thinking in his law enforcement approach. He is not only a great officer on the street; he also is an exemplary role model for others and well respected. He volunteers regularly for any assignment needed for the department and has a positive/energetic attitude that is infectious. Officer Wood is a true guardian for this community and a solid police officer. He is a true example of someone we want teaching and protecting others. For these traits he was selected as the 2017 Officer of the Year.



Falco



Thanks to support from the City and the community, the department was able to obtain our first canine in 2017. Falco is a Belgian Malinois who was born in the Netherlands and acquired by the department from Canine Tactical of Iowa located in Chariton, Iowa. Officer Ben Campbell is the assigned handler for Falco and the two of them spent five weeks training in Chariton before joining their rotation. The Department also purchased a new vehicle that was outfitted especially for the duo. Features of the new vehicle include a quick release for Falco in emergency situations and an interior temperature system that sounds an alarm, automatically rolls the windows down and turns a fan on if the inside temperature gets too high. Falco is trained in narcotics detection, tracking, and apprehension. They have been busy since joining the department. When he is not on a call, Falco can be seen around town attending various events so the public can meet him. We are thrilled to have Falco as part of our team and look forward to seeing what he can do.



Freezin' for a Reason

On February 5, 2017 the department held its first Freezin' for a Reason event. The jump was the finale to the City's Beat the Bitter festival. 16 participants donated \$100 to take the plunge in the chilly pond at Centennial Park. Thanks to the jumpers and donations from the community, we raised a total of \$3800 for our K9 program. We would also like to thank the North Liberty Fire Department, Johnson County EMA and the Johnson County Dive team for ensuring the safety of the jumpers.



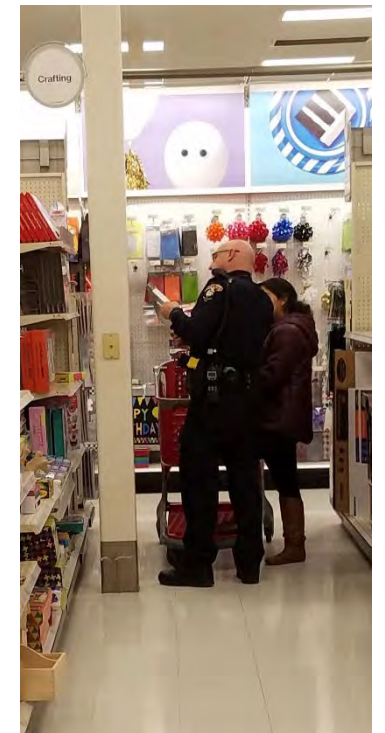
Quilt Raffle

The department was gifted a beautiful quilt in honor of National Police week. The quilt was handmade by Lois Ludvinson and Patricia Fish. The decision was made to auction off the quilt to raise money for the canine program. A silent auction was set up at the rec center where patrons could drop off their sealed bids. The winning bid was \$150 from James Hursch, a North Liberty resident who donated the quilt back to the department. The second highest donor was contacted and he agreed to match the \$150 and was awarded the quilt.



Shop with a Cop

On December 12th the Department held its third annual Shop with a Cop event. This year, nine kids were chosen from the sixteen eligible applications. The participants rode along with the officers to Target where they spent an hour and a half shopping for their families. After the shopping, everyone met back up at the Rec Center for a pizza and gift wrapping party. Sponsors for the event included Marco's Pizza, Target, Mary Ann Sheets, Andy and Jessica Greider and several anonymous donors. Kevin Hayes volunteered his time to play Santa and accompanied the kids to Target, much to the delight of the shoppers we ran across. Midwest Sleep in Toledo Iowa, discounted two twin beds for one family who was in need and FedEx delivered them to North Liberty without charge. We could not put on this event without the generosity of the community and look forward to continuing this tradition.



Community Events

Summer Lunch Program



Kites for Kids



Maids and Muffins



Trunk or Treat



Blues and BBQ



Officers in the Community



Trick-or-Treating



Thank you for your support!

Chief

Diane Venenga

Lieutenant

Tyson Landsgard

Sergeants

Adam Olson

Creighton Regenwether

Chris Shine

Rueben Ross

Patrol Officers

Officer Spence Madole

Officer Tim Gavin

Officer Chuck Tygart

Officer Ben Campbell

Officer Ryan Rockafellow

Officer Juan Santiago

Officer Rick Vazquez

Officer Mitch Seymour

Officer Bruce Sexton

Officer Bryan Davis

Officer Casey Wood

Officer Joel Miller

Officer Scott Sammons

Officer Andy Jennings

Officer Eric Kapfer

Investigator Travis Clubb

Records

Alisha Ruffcorn

Lauryn Rich

Chaplains

Chaplain Boyd Kuester

Chaplain Tom Gibson



To: Mayor, City Council and City Administrator
From: Shelly Simpson, Recreation Director
Date: March 1, 2018

Monthly Report – February 2018

Recreation Update:

“Kids Campsite” usage for this month, totaling 814 participants.

The beginning of February was busy with assisting with the Beat the Bitter event. I assisted with the Obstacle 5K and Kids Playground/obstacle course. Matt Meseck was the Curling organizer. This continues to be a great community event and one of these years I hope we can get “some” snow.

Regular winter/spring programming continues this month with some of our contract programs – Music & Movement, Wiggle Worms, KinderClub and Tippi Toes dance classes seeing an increase in attendance. This time of year is busy with NLC basketball on Saturdays in all area gymnasiums to accommodate 690 participants. We have 43 teams competing in our youth competitive leagues. Pickleball continues to be a large drop-in activity and we had 87 NCJH students sign up for the annual ski trip. Senior Dining attendance totaled 52 participants this month.

Many meetings were attended in reference to our upcoming Iowa Park & Recreation Association Spring Conference, March 26-29 hosted by Coralville, Iowa City and North Liberty.

New Rec Center fees and packages are being proposed to Park Board and City Council.

As the month concluded, Rec Staff was busy brainstorming ideas for summer programs and working on the summer brochure.

Pool Update:

Swim lessons continued and this session had 225 participants. Ashley has done a great job in accommodating demand. Last Fall, with bell changes we had to cancel lessons that started at 4pm. To combat demand Ashley offered Saturday swim lessons for Levels 1 & 2 which were greatly appreciated.

Ashley has started a Recreational Swim Team and the interest and demand has spurred to offering it two nights a week at two different times. Due to its popularity it will continue with Spring sessions. Stroke development classes have been created and the Arthritis Aqua Class remains popular.

Ashley is working on Park Board’s number one pool priority; current changes to Outdoor Pool, more to follow.

Submitted by Shelly Simpson

To: Mayor and City Council

From: Michael Pentecost, Street Superintendent

Re: February 2018 Monthly Report

March 1, 2018

The following items took place in the month of **February** that involved the Streets Department.

- Locating of City Utilities (138 job tickets) ongoing
 - a. This is a 42% increase from February 2017
- Continued animal control services (responded to 5 animal issues)
- Cemetery plot locates (0 in total)
- Winter operations
 - a. 7 different snow events in February (much over the weekends)
 - b. Staff averaged about 30 hours of overtime to insure public safety
 - c. Staff increased use of new brine facility for anti-icing roads and pre-wet use
 - d. 200 tons of sand and salt were restocked in salt building
 - e. Winged snow back from curbs and hauled large piles of snow from cul-de-sacs to City parks parking lots for more snow storage space
 - f. Install of tire chains to plow fleet during ice conditions
- Salt shed building canvas cover tears were repaired
- Conducted monthly safety inspections for all street equipment and buildings
- Project Meetings
 - a. Front St reconstruction meetings
 - b. Kansas Avenue project meeting and coordination
 - c. Ranshaw Way phase 3 meeting with property owners and utility contractors
 - d. Cherry Street Sewer upgrade meeting
- A lot of time was spent working with utility contractors and property owners on utility relocations for upcoming projects
- Staff worked on temporary drive access for BCI by tree clearing and building driveway as part of Ranshaw Way phase 3 project
- Sign install, replacement, and repair
- Service and repair completed on a number of city vehicles and equipment
- Street repairs
 - a. Cold patch mix to pot holes
 - b. Crack sealing
- Training
 - a. Staff attended Flagger Safety training by IAMU
 - b. Completed TIM (Traffic Incident Management) training conducted at NL Fire Station
- Completion of employee evaluations and performance reviews
- Conducted 6 interviews out of 15 applications to fill Labor 1 positions



Snow fleet equipped with tire chains during ice conditions.



Snow from cul-de-sacs hauled to Penn Meadows parking lot and piled.

Communications Department Report

Submitted to the North Liberty City Council
March 1, 2018, for the month of February 2018

Blues & BBQ

With Beat the Bitter out of the way, we've turned our attention to our summer tradition. Early planning has including a preliminary schedule for the day, confirming main stage performers and solidifying sponsorships. The full committee will start meeting on March 6. Food vending applications open by March 1 and we'll expect to start making announcements, including our headliner, in April or May. Blues & BBQ is scheduled for July 14, 2018, and information and volunteer opportunities will be available at northlibertyblues.org.

Infrastructure projects

Infrastructure projects impact a lot of our residents and businesses, so we work to have robust communication about those projects in the lead up to construction season. In addition to direct outreach for projects that can be invasive for homeowners, such as Front Street, we've make special care to highlight coming projects on social media. We also spent some time talking with private utilities that have some projects lined up that will impact residents and made plans to make sure residents know what to expect. Additionally, on March 7 from 4:30 to 6, we'll hold our annual open house at the library to highlight major infrastructure improvements happening this year.

Training videos

Staff spent several hours shooting and producing video for internal use, including presentations on updates to employee benefits and traffic incident management training required of our fire fighters.

Storm drain painting

With the Tree and Storm Water Advisory Board's interest in painting storm drains as an educational initiative, we've been working with Stormwater Coordinator Mike Wolfe and Parks Superintendent Guy Goldsmith to put together a program. We hope present it to the board at its April meeting for immediate implementation.

Black History Month

We authored and publicized a mayoral proclamation of February as Black History Month.

Older Americans Month

We're working with library, recreation and administration staff to set up what events or celebrations would make sense to highlight May's Older Americans Month and engage our older residents.

North Liberty Bulletin

We've been wanting to rethink and relaunch our email newsletter for a while. The "North Liberty Bulletin" will relaunch in March as a monthly email newsletter focused on things to do, things to know and things that will impact our residents. The newsletter will offer us a forward-looking communications tool by focusing on things that will happen instead of what has happened, as well as a channel we own (in contrast to social media where we're at the whims of the platforms). We're thinking of it as in beta for now as we finetune the content and the feel. You can subscribe to it at <http://northlibertyiowa.org/about-us/news-sign-up/>

Eye on North Liberty

To offer behind-the-scenes looks and updates to more city departments, we've put together a calendar for contacting each department throughout the year. While we work to showcase new city initiatives, it's easy to leave out departments such as waste water who by their nature work on day-in, day-out consistency. Derek shot updates with waste water and water departments at the end of February and they'll be released in March.

Social media (Current month and preceding 12)

Month	Facebook new likes	Facebook reach (28 days)	Twitter new follows	Twitter impressions	Instagram net new follows
February 2018	71	20,416	48	48,400	6 (1070)
January 2018	87	32,521	30	28,600	10 (1064)
December 2017	224	86,779	24	28,700	17 (1054)
November 2017	57	25,611	24	20,500	2 (1037)
October 2017	57	44,372	29	38,400	19 (1035)
September 2017	107	65,887	36	33,400	21 (1016)
August 2017	111	51,381	37	46,900	18 (995)
July 2017	49	20,886	47	23,300	20 (977)
June 2017	69	27,806	29	16,700	20 (957)
May 2017	81	22,901	23	21,800	11 (937)
April 2017	72	37,913	36	28,400	15 (926)
March 2017	92	63,364	29	20,100	10 (911)
February 2017	54	40,720	39	38,100	14 (901)

Website Statistics (Current month and preceding 12)

Month	Sessions	Users	Pageviews	Pages/Session	Avg. Session
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February 2018	15,930	11,181	33,857	1.42	1:34
January 2018	21,025	15,098	42,369	2.02	1:19
December 2017	18,941	13,550	37,510	1.98	1:17
November 2017	16,921	11,883	33,819	2.00	1:26
October 2017	18,630	13,044	36,558	1.96	1:24
September 2017	14,559	10,929	29,604	2.03	1:24
August 2017	17,263	12,335	36,431	2.11	1:30
July 2017	22,274	15,331	43,681	1.96	1:23
June 2017	24,295	18,102	45,565	1.88	1:14
May 2017	17,593	12,775	37,549	2.13	1:33
April 2017	17,784	12,520	36,183	2.03	1:26
March 2017	27,434	21,552	47,673	1.74	0:59
February 2017	13,340	9,711	29,186	2.19	1:32

Completed Videos

Title	Requested By	Date Completed	Duration
Social: Fire & Ice Friday	Communications	Feb. 2	0:01
Social: Winter Games Saturday	Communications	Feb. 3	0:01
Communications Advisory Commission	City Administration	Feb. 6	0:30
Planning and Zoning Commission	City Administration	Feb. 6	0:55
Social: Beat the Bitter highlights	Communications	Feb. 6	0:02
Social: Beat the Bitter affiliated highlights	Communications	Feb. 7	0:01
Social: UIHC Blood Drive	Communications	Feb. 8	0:01
Social: Ice rink bloopers	Communications	Feb. 9	0:02
City Council	City Administration	Feb. 13	2:54
Training: Traffic Incident Management training	Fire Department	Feb. 14	3:01
Training: Employee Benefits Update	Human Resources	Feb. 20	0:35
Transit Task Force	City Administration	Feb. 22	1:31
Liberty High Band Concert	ICCSD	Feb. 22	1:20
Liberty High Show Choir Concert	ICCSD	Feb. 24	1:20
City Council	City Administration	Feb. 27	2:04
Social: BLEEP Water Treatment Plant	Communications	Feb. 28	0:02
Total shoots: 16	Duration of new video: 12.9 hours		

Water Pollution Control Plant



Iowa

TO: City Council, Mayor and City Administrator

FROM: Drew Lammers

DATE: March. 1, 2018

SUBJECT: February 2018 Water Pollution Control Plant (WPCP) Report

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed very busy with numerous operational jobs throughout the month.
2. I gave 2 informational interviews regarding the facility expansion upgrades and operations which are available to the public. One interview was with the North Liberty Leader and the other was with the North Liberty Communications dept. Informational outreach programs seem to interest all ages of the community in my experience. In the upcoming months I will also be presenting at the Annual Bio-solids Conference in Ankeny as well as the Annual IAWEA conference in Waterloo.
3. This month's staff safety meeting was on blood-born-pathogens. Employees completed the target solutions tasks as well as reviewed safety training topics as a group. Employees discussed scenarios where these safety procedures could/would be applied.
4. Management staff completed the annual bio-solids hauling report for the EPA and IDNR. A few of the highlighted statistics were: 2017 Plant Processed Flow – 530,073,000 gals. (wastewater flow treated from the city), 2017 Digested Bio-solids – 10,843,817 gals. (bi-product of wastewater treatment), 2017 Dry Cake Bio-solids – 311.14 dry metric tons (de-watered and hauled to local farm fields for fertilizer).
5. The majority of the WPCP Phase 2 expansion project is complete. Pretreatment pump upgrades will be installed in the upcoming weeks pending equipment arrival. Several punch-list items have been addressed and others are scheduled for completion and follow-up. WPCP management is coordinating with project engineers and contractors to complete all of the remaining work as quickly and efficiently as possible.

Drew Lammers
WPCP Superintendent

City of North Liberty
3 Quail Creek Circle
PO Box 77
North Liberty, IA 52317

Phone: 319-626-5738
Fax: 319-626-5739
northlibertyiowa.org

To: Mayor and City Council

From: Greg Metternich, Water Superintendent

Re: Monthly Report

March 8, 2018

We read 8,275 radio reads last month that's an increase of 15 accounts. We had to re-read approximately 41 accounts.

We did 91 finals, 58 water shut-offs, 41 re-connects for water service, delivered 196 notices, did 23 new meter set inspections, had 26-meter change outs, 17 MIU change outs, 4 customer complaints, and 45 calls for service.

In the month of February, we treated a total of 40,065,000 gallons of water, our average daily flow was 1,431,000 gallons, and our maximum daily flow was 1,586,000 gallons. The total for the month was 2.35% lower than last February. We stopped the ASR Well injection process on February 23rd, we only injected 9,186,000 gallons. Normally we would inject around 39 million gallons, with the new treatment plant scheduled to be online in early May we should have plenty of capacity to meet our demand for the summer. The 9.1 million gallons injected is in case of an emergency or if the new treatment plant would be delayed for some unforeseen reason.

Portzen is on schedule to have the new treatment plant delivering water to the distribution system the first part of May, that's if everything passes the testing process. The new 1500hp generator was set last week and startup is scheduled for late April. The flooring has been installed in the office area, Pinnacle Engineering has been installing the programming software in some of the electrical equipment, the plumbers are working on the connections to the high service pumps, and preparations are being made to start the testing process on the ground storage tank.

Peerless Well and Pump has finished installing well 8 (Jordan), the electrical wire has been run and connected, and the VFD drive has been programmed. They had to remove well 9 (Silurian) to replace the wire with a longer cable length, that well is scheduled to be ready to start by next week.

Ricklefs Excavating has finished all of the water main installation. They started the testing process on March 6th, if everything passes we should be ready to test pump the new wells in the next two weeks.

Water Superintendent
Greg Metternich

North Liberty Parks & Recreation Committee Meeting

Thursday, January 4, 2018

Board Members Present: Matthew Eckhardt, Jami Maxson, Scott Stahmer, Raquishia Harrington, Jeff Kellbach, Troy Carter
Others Present: Shelly Simpson, Guy Goldsmith, Brian Motley, Tim Hamer
Meeting called to order: 7:00 pm

NEW BUSINESS:

1. **Approve minutes:** Minutes from December 7 meeting approved.
2. **Fees/Membership discussion:** Updated proposals reviewed. Options of daily fees of \$4/\$3 for children and ages 60+ (options of \$5/4 for non-residents). Other package proposals unchanged, except facility track memberships of \$5 resident /\$6 non-resident. Input from board liking ID cards for tracking, still some concern re track fees as obstacle to draw people to the Rec Center. Could recoup some cost for cleaning and resurfacing of track. Problems recognized re enforcing facility pass users with others utilizing community center, possibility of hand stamps to ID those already checked in with pass. Consideration of numbers of pass holders for different packages, fairly large percentage of non-residents purchasing and those package prices greatly decreased.
3. **Aquatics Plan update:** Shelly and Dean Wheatley have been directed to review and recommend final draft, will utilize Dean's input from working on parks plan with Guy. Prioritizing boards A through E recommendations, hoping to do outdoor pool changes FY 2019, but parking changes at a dead end, need to find other options to address parking issue. Staff is continuing to gather surveys re community recreation needs.
4. **Ice Skating update:** Dec 27 started rentals, even with cold weather 21 families have rented skates. Able to readily repair damage after vandalism. Consideration of security camera, could also monitor usage and need for lights.
5. **Winter Trail Maintenance:** Clear trails anytime there is considerable snow. Troy expressed gratitude that this is done. Guy often sees bikers or runners even quite early when he is clearing trails, there is considerable community use.
6. **Building and Grounds Report:** Busy with building maintenance, snow removal, working on equipment maintenance, working on ice rink. Sent in Tree City USA application. Playground for Centennial Park ordered.
7. **Winter/Spring Facility Usage:** Demand high with New Year's resolutions, freezing temps, new programs.
8. **Upcoming events:** Beat the Bitter February 2&3

OLD BUSINESS:

1. **Recreation Monthly Report:** Some breaks in programming with the holidays. Thanks to North Liberty Lions and Good Shepherd Lutheran Church for efforts at Santa Breakfast.

CONCLUSION:

1. **Next Meeting** Thursday February 1, 2018 at 7:00PM
Location: City Council Chambers at 1 Quail Creek Circle
 2. Adjourned at 8:22 pm
- Minutes submitted by Jami Maxson



To: City Council
Park & Recreation Board
City Administration
From: Shelly Simpson, Recreation Director
Re: Recreation Fee Increase Proposal

I am recommending this proposal based on a number of things. Our current facility is approaching 21 years of age; Phase I opened to public in March 1997. Facility fees and package descriptions may have changed but no significant price changes have occurred since 2004 when pool addition opened. Usage and demand has continued to increase with population growth and we have both residents and non-residents using the facility. An aging facility with constant use continues to significantly impact our building maintenance and cleaning expenses. I have also seen a change in the percentages of taxes and user fees covering operational costs both in recreation and pool budgets. If the desire is to keep tax rates low, than user fees need to be increased.

I would like to begin with facility daily fees. We currently charge various pricing for daily use based on what area of the facility one is using. Daily fees are charged for use of the weight & exercise area, pools, and gymnasium for designated play such as pickleball and full court basketball. The range is from \$1 to \$4. We would like to simplify operations and propose one rate for all drop in use. The proposed rate:

	Residents	Non-residents	
Adults (age 19-59):	\$4.00	\$5.00	(25%^)
Children (age 3-18) / Seniors (age 60+)	\$3.00	\$4.00	(33%^)

We currently do not charge for track use, but this is a heavily used part of the facility and during the winter months needs constant upkeep by custodial staff. In 2015, a \$69,740 expense was incurred to resurface the track.

Higher drop-in fees are being proposed to push & promote the purchase of memberships as the better value. I believe we really accommodate the community in providing very reasonable priced memberships that are unique to the individual based on what area of the facility is of interest, number of family members, and if they want to pay monthly or annual fees. Membership fees are the better value as they are based on a \$2 daily fee times 3 days a week times 4 weeks, approximately \$24/\$25 per month versus the \$4 proposed daily fee. Promoting memberships will also assist in identification of users and sense of ownership when using the facility. Our membership types are:

Black & Gold: Access to weight & exercise area, track, pools, open gyms, etc (all inclusive)

Gold: Access to weight & exercise area and track only.

Silver: Access to pools only.

Facility/Track: Access to track and/or open gym activities.

Proposed membership rates follow on next page.

		Black & Gold		Gold		Silver		Facility / Track	
		Resident	Non-res	Resident	Non-res	Resident	Non-res	Resident	Non-res
Monthly	Individual	\$ 45.00	\$ 56.00	\$ 25.00	\$ 32.00	\$ 25.00	\$ 32.00	\$ 10.00	\$ 13.00
	Child-Student- Military-Senior	\$ 36.00	\$ 45.00	\$ 20.00	\$ 25.00	\$ 20.00	\$ 25.00	\$ 5.00	\$ 6.00
	Couple	\$ 85.00	\$106.00	\$ 45.00	\$ 56.00	\$ 45.00	\$ 56.00	\$ 15.00	\$ 19.00
	Family	\$152.00	\$190.00	\$ 80.00	\$100.00	\$ 80.00	\$100.00	\$ 20.00	\$ 25.00
	Addtl member	\$ 8.00	\$ 10.00	\$ 8.00	\$ 10.00	\$ 8.00	\$ 10.00	\$ 3.00	\$ 4.00
Annual	Individual	\$270.00	\$338.00	\$150.00	\$188.00	\$150.00	\$188.00	\$ 60.00	\$ 75.00
	Child-Student- Military-Seniors	\$216.00	\$270.00	\$120.00	\$150.00	\$120.00	\$150.00	\$ 30.00	\$ 38.00
	Couple	\$510.00	\$638.00	\$270.00	\$338.00	\$270.00	\$338.00	\$ 90.00	\$113.00
	Family	\$912.00	\$1,140.00	\$480.00	\$600.00	\$480.00	\$600.00	\$120.00	\$150.00
	Addtl member	\$ 48.00	\$ 60.00	\$ 48.00	\$ 60.00	\$ 48.00	\$ 60.00	\$ 18.00	\$ 23.00

As you can see we propose in offering packages on a monthly or annual basis from date of purchase both at a resident and non-resident rate. Within the packages, we would be promoting annual rates as your best priced option. Black & Gold packages the most economical if using all areas of the facility. The Gold and Silver packages priced the same yet respective to what area of facility specifically used. The biggest change is adding the Facility/Track package for those that only use the facility for track and open gym activities. Open gym activity users are currently paying drop-in fees or obtaining monthly passes. Resident track users are not being charged while non-residents are charged a \$5 annual fee to date.

The track and gymnasiums are large areas of the facility that incur many expenses such as custodial hours, mechanical devices and utility expenses to which staff would like to place back onto all users at a very minimal fee. For example, a resident can use the track/gymnasiums at the proposed \$10 monthly fee calculates to \$.32 per day. A resident child/senior citizen is proposed at \$5 monthly fee which calculates to \$.16 per day. Similar to other packages the annual rates are again best priced options. Child/Senior Citizen at \$30 annual fee calculates to \$.08 per day.

Financial Aid will continue to be provided to those residents that meet the requirements. Income verification is through Hawkeye Area Community Action Program (HACAP) Low Income Energy Assistance Program and cross referenced into chart used by Iowa City School District reduced lunch guidelines to determine percent of fee to be paid. Most applicants fall into paying 15% of regular fee. Financial Aid is applied to Annual memberships only. For example, the lowest charge with financial assistance for a resident child calculates to \$4.50 per year; for resident family calculates to \$18 per year.

The facility remains community service oriented in providing numerous programs/activities at very reasonable prices, free community special events, and the Kids Campsite area at no cost. We are proposing to implement this proposed fee change to begin May 1, 2018. Thank you for your consideration.

Shelly Simpson, Recreation Director

The Kids Campsite remains a popular area of the community center. Kyle continues to do a great job with our Pee Wee Sports program. Wiggle Worms, Music & Movement, Kinder Club and Tippi Toes (new Spring offerings) are all contract programs using our facility space to offer their classes.

Youth Programs:

Recsters BASP: AM – 15, PM-62, totaling 77 participants
All Day (Feb 28): 7 participants
Parents Night Out (Feb 9): Canceled due to weather

Matt Fielder is the supervisor for our Before & After School, Summer Camp programs. He started offering a new program Parents Night Out which happened to be canceled due to weather this month.

Youth Sports:

NLC Basketball: Grades 1-2: NL - Boys 112; Girls 80; CV – Boys 90; Girls 40 participants
Grades 3-4: NL - Boys 46; Girls 52; CV – Boys 70; Girls 40 participants
Grades 5-6: NL - Boys 41; Girls 29; CV – Boys 60; Girls 30 participants
Totaling 360 registered through NL, 330 registered through CV

Both Brian & Kyle work on this cooperative program with Coralville. Games are played on Saturdays at all gymnasium sites at Rec Center and schools to accommodate the 690 participants.

Youth Competitive Leagues: Grade 5: Boys -0-; Girls 8 teams
Grade 6: Boys 16; Girls 6 teams
Grade 7: Boys 6; Girls -0- teams
Grade 8: Boys 7; Girls -0- teams
Totaling - 43 teams participating

Brian & Kyle work on this league in which teams sign up as complete team with coach. We are seeing more competitive/traveling teams wanting a place to play sport specific games year-round.

Youth Soccer Clinic (Feb 16): Grade K-2: 11 participants
Grade 3-5: 2 participants

Brian works with Jason Witt with Cedar River Soccer Association to offer soccer clinics and program.

Tae Kwon Do M/TH: 7 participants
Tae Kwon Do T/W: 3 participants

These are contract programs using space as well.

Adult Sports/Programs: (Feb 1-26)

Basketball: Package \$60; Drop-in \$108; totals \$ 168.00
Pickleball: Package \$150; Drop-in \$424; totals \$ 574.00
Volleyball: Package \$ -0-; Drop-in \$58; totals \$ 58.00

Pickleball seems to be growing and growing in popularity.

Adult Basketball: 16 team league
Co-ed Volleyball: B division is a 10 team league

Brian and Kyle supervise our adult leagues.

Adult Fitness:

Cardio Pump: 3 participants, plus drop-ins.
 Cross Training: 2 participants, plus drop-ins.
 Boot Camp: Drop-ins only.
 Lower Body Blast: Drop-ins only.
 Body Blast: 2 participants, plus drop-ins.
 Body Sculpt: 1 participant, plus drop-ins.
 Personal Training: This month totals: Kris = -0-; Allan = -0-; Rachel = -0-

Senior Citizens:

Senior Dining: Feb 2 19 participants
 Feb 9 -0-; canceled due to weather
 Feb 16 16 participants
 Feb 23 17 participants
 Total for month: 52 participants

Special Events:

Beat The Bitter, Feb 2 & 3: This continues to be a great community event, just wish we could have a bit of snow on the ground. Assisted with Kids playground/obstacles both days.

Boy Scout Chili Supper: Annual event held in gymnasium at Community Center. Approximately 450-500 in attendance.

Rough Riders Hockey: NL Night at CR Roughriders was held Feb. 24

Jr High Ski Trip: 87 NCJH students signed up for this trip. Matt Meseck and other staff take this annual trip to Sundown.

Family Open Gym: Free, 1st & 3rd Tuesdays, 2nd & 4th Fridays each month
 Seeing a return of families coming to shoot hoops.

Regular Open Gym: Free, 2nd & 4th Tuesdays, 1st & 3rd Fridays each month
 Regular shooting baskets times in gymnasium.

ActiveNet Totals: Gross Income (Feb 1-26) = \$ 38,957.00

Residency Breakdown - POS: (Feb 1-26)

	Resident	Nonresident	Total	Previous Month
Track	120	37	157	258
Daily Weight	920	106	1,026	1,298
Senior DW	165	32	197	207
Sub Total	1,085	138	1,223	1,505
Pool	Adult	Youth/Seniors	Total	Previous Month
Daily Fees	379	657	1,036	968

North Liberty Community Library Board of Trustees Meeting
City Council Chambers, 1 Quail Creek Drive, North Liberty
6:30pm, January 15, 2018

Meeting called to order at 6:30 PM

Attendance: Bud Forbes, President; Jessica Beck; John Henk; Marcia Ziemer;
Chris Mangrich; and Doug Neale

Library Director; Jennie Garner

I. Additions/Changes to the Agenda: none

II. Public Comment: none

III. Approval of Minutes

December: Marcia Ziemer moved and John Henk seconded. Approved.

IV. Reports

- a. Staff introduction – Caroline, Youth and Teen Library Asst; NLCL Outreach Program at Liberty High School at a Volunteer Fair held over the lunch hour. Student staff member Shane participated to encourage fellow students to engage library in volunteer opportunities. Caroline is exploring the creation of a new group that would include teens to 30 year. She is working on drop in and pop up programs. Caroline will be graduating this semester as well.
- b. Budget— Budget is on track for time period, only part time expenses higher than forecasted due to added coverage times.
- c. Friends---Friends are assisting with support of library staff conference fees (RIPL). Friends' assistance continues to greatly enhance the mission of the library.
- d. Director---One of the part time staff will be leaving and the position is already posted to be filled soon. Evaluations of staff members are completed and are being shared with library staff at this time. Library In-Service Training was held on January 11, 2018. Caroline led with Behavior Basics, the NL Police Department provided safety training, and Erin led with a "Circle" activity. Polaris software was updated during the day and the following Sunday and was coordinated by Janet. Director Garner is encouraging all Board members to support the Library Endowment prior to sending out the appeals letter (later in February).

North Liberty Community Library Board of Trustees Meeting
City Council Chambers, 1 Quail Creek Drive, North Liberty
6:30pm, January 15, 2018

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Our new Board member, Chris Mangrich, attended the Legislative Event held on January 3rd. As a note, Bob Dvorsky, long time state legislative representative and strong advocate of library support, has announced his upcoming retirement.

e. Staff reports – questions

Board member Ziemer reflected on the proposed gardening project led by Elaine.

V. Policy Review

a. Mission Statement –

Board member Ziemer will take the lead and review “link” that explores mission statement design. She will reach out to Board members and library staff who want to participate (possibly in early March).

b. Service Policy –

Motion to approve by Ziemer, seconded by Henk. Approved. This policy revision includes patron Bill of Rights and child safety. It also sets out to allow a “child card” whereby younger children may request and receive a library card.

VI. Old Business --- none

VII. New Business –

- a. Board Training in future will include individual Board member reviews of training found “on-line” or other relevant library information updates (conferences, meetings, etc.).

VIII. Other Business --

- a. Next library board meeting will be held March. It will need to be confirmed that March 19th will be the date (third Monday of the month).

Adjourn

Motion by Henk; seconded by Ziemer. Meeting adjourned at 7:17 PM

Transit Committee Meeting Minutes

February 22, 2018

Meeting convened at 6:30 p.m.

Members attending were Shaun Kinney, Gary Boseneiler, Gerry Kuhl, Jim Jetter, Brenda Conry, Brian Wayson, Terry Donahue. Dena Hess absent due to death in family.

The committee heard from Jeremy Johnson-Miller, Iowa Dept. of Transportation. Items he related were as follows:

There is set-aside money for "Special Projects." Grants usually are \$50,000 to \$100,000. In order to obtain a grant, we must partner with a local agency such as Coralville Transit or others. Local grants are based on a first year 80/20% match with local 20, then 50/50 for a second year.

He also recommended that if we did not know whom our population is for using transit, piggy-backing on a study such as Iowa City is considering could be a fit.

Further comments were made on the possible use of SEATS for on-demand service. It was noted if we are trying to transport persons with physical disabilities SEATS would be better instead of using a cab service. Also, SEATS can do "open" transport instead of restricting the ridership to groups such as Medicare/Medicaid eligible persons. This type of transport could be eligible for grant purposes.

The key on applying for a grant is ensuring a linkage component is in the grant proposal.

A thought was given about the new Hy-Vee opening and that linkage services may be provided by Coralville. This will have to be determined later on.

Brock Grenis from East Central Iowa Council of Governments (ECICOG) talked about the van-pool system. The COG contracts with Enterprise for vans. The cost is \$900 per month. Of this amount the cost is subsidized by ECICOG in the amount of \$500 to a local cost of \$400. The remaining amount is portioned accordingly with the ridership including the driver. Estimated cost to the consumer of \$70 +/- per month. The contract for the van is monthly and could be cancelled at any time.

The group felt that this would be a good option for local employers to use with a minimum of cost. ECICOG is willing and able to help anyway they can.

Car pool information was also passed out.

An update was given by Gerry Kuhl on using Horizon Van services for hospital appointments. Horizon, which comes out of Cedar Rapids can stop at the NL Library to pick up and can take

patients to Iowa River Landing, UIHC, VA Hospital and now Mercy Hospital, 3 times per week. Brochures are now being distributed on this service.

An update was given by Terry Donahue and Gerry Kuhl on a meeting with Roger Bradley of Yellow Cab. In our conversation, we tried to identify key groups of persons who actually need the service.

Areas of service locations were identified as medical facilities, grocery shopping, pantry, local trips other than those noted, Coralville Bus linkage at Coralville Mall.

To be evaluated for cost of services, etc. are:

- 1) In-town trips
- 2) Medical appointments
- 3) Coralville Mall to also include loop including Wal-Mart, Walgreen in the immediate area.

Each of these would be examined as an On-demand basis. A schedule of some type was discussed for one day trip per identified pickup point. An example would be Tuesday at a certain time for Senior Living Center and make a trip to Fareway to Pantry and then return at a certain pickup time. Another day would be selected for Jefferson Point and so on.

With this information Yellow Cab cost give use cost estimates per style of trip.

No other questions or comments were made and the meeting adjourned at 7:50 p.m.