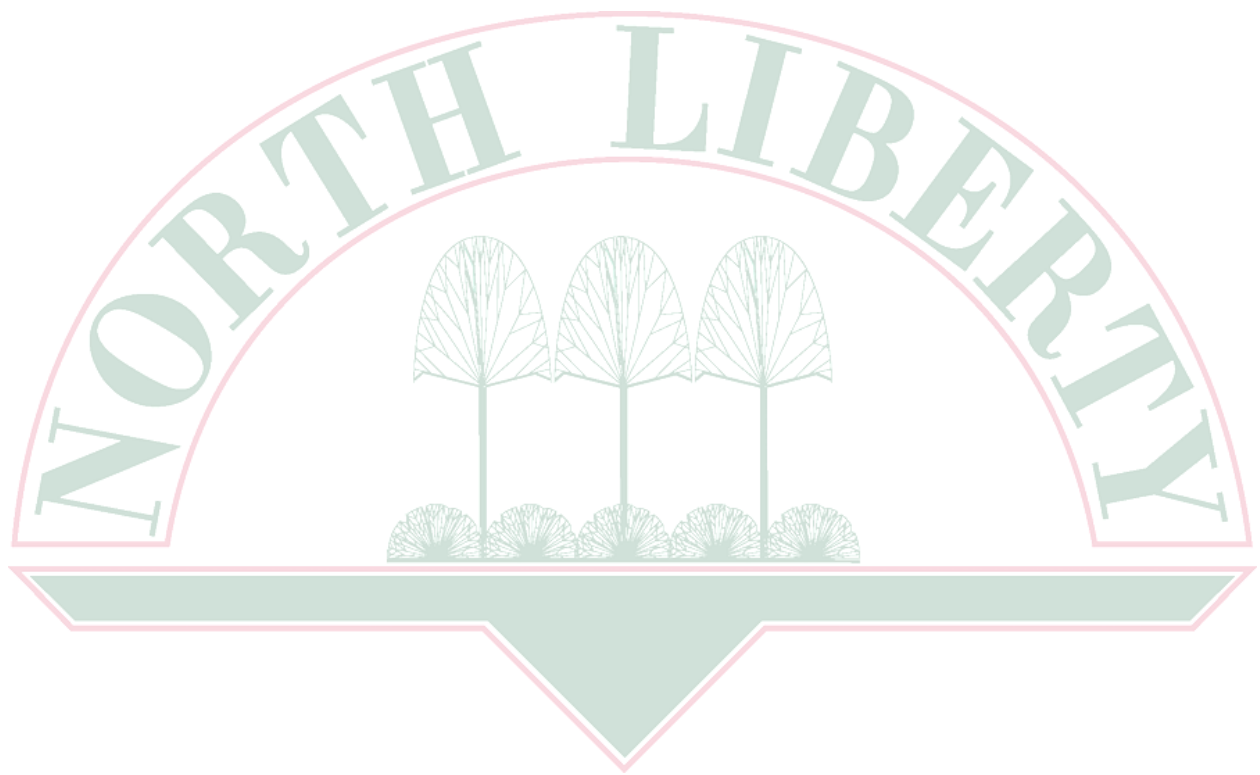




North Liberty City Council
Regular Session
January 8, 2018

City Administrator Memo





City Council Memo

for January 9, 2018

from the desk of Ryan C. Heiar

Meetings & Events

Tuesday, Jan 9 at 6:30p.m.

City Council

Tuesday, Jan 16 at 5:30p.m.

FY 19 Budget Work Session

Monday, Jan 22 at 4:30p.m.

Joint Government Meeting -
Coralville

Monday, Jan 15 at 7:00p.m.

Library Board

Tuesday, Jan 23 at 6:30p.m.

City Council

Thursday, Jan 25 at 4:00p.m.

Council Goal Setting Session

Consent Agenda

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

- City Council Minutes (12/21/17)
- Claims
- Liquor License applications for Hoosier Creek Conservation (Event on 1/26/18) and Walgreens
- Water Treatment Plant, Pay Application #15, \$601,560.43
- North Liberty Road Improvements, Pay Application #11, \$110,501.42
- WWTP Expansion, Work Directive #10, \$121,435.91 (Council is seeing this due to the amount of the directive. Typically, these are approved administratively and brought to Council as a Change Order.)

FY 17 Audit

Included in your packet is the FY 17 audit. Steve Kuhl will attend Tuesday's meeting to present the audit and answer any questions. There were no major deficiencies identified. The comments on internal controls are designed to keep the conversation on segregation of duties on the mind of management as new hires are hired and job structures are revised or created. Overall, the audit is demonstrative of the positive financial operations of the City.

ICCSD School Property Zoning

This is a request from the Iowa City Community School District to approve a rezoning from I-1 Industrial to Public for land located between CENTRO manufacturing and N Front Street. A Good Neighbor meeting was held on October 26 to allow any interested party an opportunity to comment on this rezoning prior to submission, and eight people attended. Most were interested in plans and will be notified when a site plan is submitted. Bob and Mary Burns, as well as Jesse Burns, strongly advocated for the extension of North Bend Drive to not curve as shown on the preliminary site plan but to extend straight east to N Front Street. Chuck Deisbach of South Slope also had concerns related to difficulty they have entering and exiting the South Slope driveway, which is where City staff has directed the future alignment of North

Ryan C. Heiar, City Administrator

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

Bend Drive to terminate. These issues will be addressed during review of the site plan.

This rezoning will provide the correct zoning for an elementary school on the approximately 21.59 acre area, which is currently undeveloped. The nature of the rezoning, for the school, is consistent with the growing need for elementary classroom space close to Cedar Springs, Fox Run, Aspen Ridge, and other neighborhoods in the area. It is recommended for approval by staff and by the Planning Commission.

Automatic Aid Agreement – Fire

North Liberty Fire Department has presented a request for an agreement with the Solon/Tri-Township Emergency Response Agency that would provide automatic aid terms for both departments. As each area continues to grow, this aid will become more critical.

Forevergreen Road Acquisitions

The IDOT is negotiating with property owners along Forevergreen Road for easements and acquisitions for the upcoming road project. While the IDOT is the project lead and initially funding this project, acquisition costs will eventually be the responsibility of the City, thus require Council approval. The acquisitions on the agenda are for property owned by Roberta & Thomas Berdo (1650 W. Forevergreen Road) in the amount of \$4,400.00 and Matthew & Sylwia Moeller (1340 W. Forevergreen Road) in the amount of \$12,240.00. Staff recommends approval of the acquisitions.

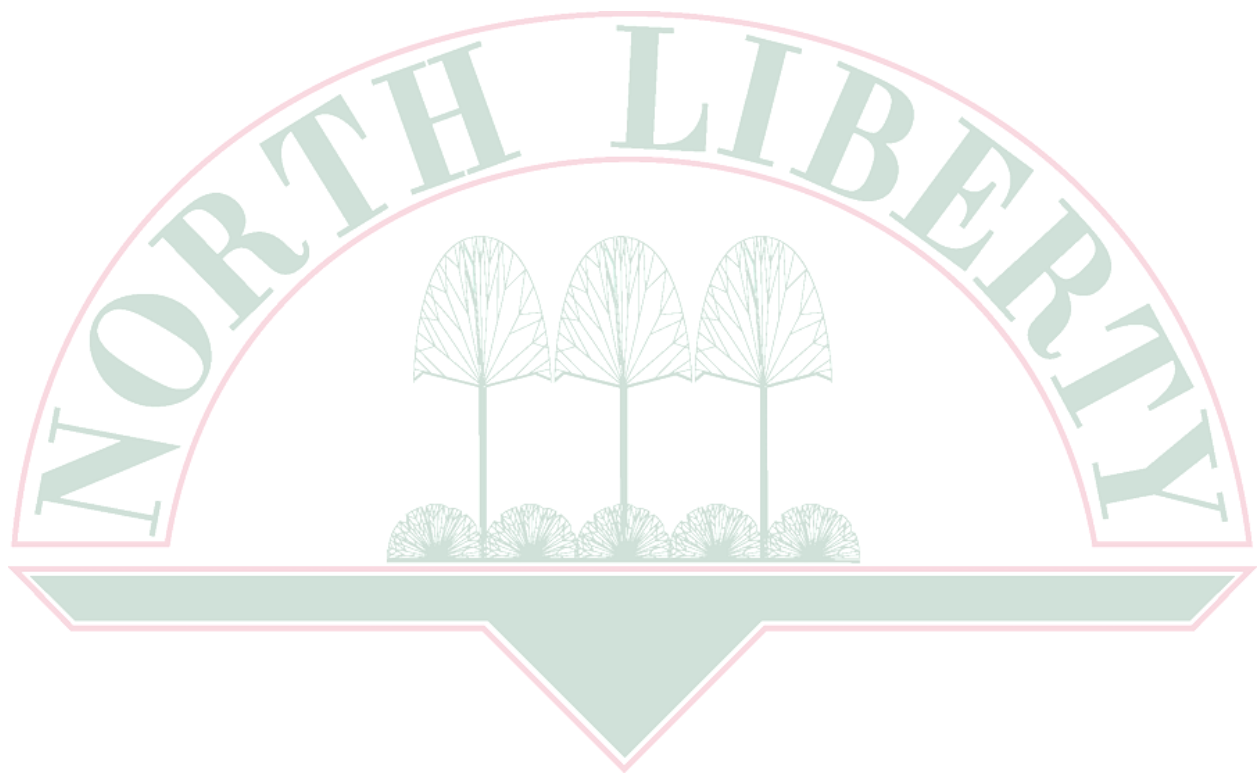
2018 Front Street Project

North Front Street will be improved between Zeller Street and Cherry Street. Temporary construction easements are necessary along the length of the project. Twenty – seven temporary construction easements for Council consideration. Two of the agreements have not been executed by the property owners. The City Clerk and Mayor will hold off on signing those documents until after execution by the owners.

Trail Connection Project – Easement

Staff is recommending approval of a temporary construction easement agreement with Donald and Laurie Kelchen for the Trails Connection Project slated for this summer. There is no cost for the temporary easement. There is still one easements needed for this project and it is anticipated it will be on the January 23 Council agenda.

Agenda





AGENDA

North Liberty City Council
January 9, 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, December 21, 2017
 - B. Claims
 - C. Liquor License Application, Hoosier Creek Conservation Event – 1/26/18
 - D. Liquor License Renewal, Walgreens
 - E. Phase I Water System Improvements – Division I Water Treatment Plant Project, Pay Application Number 15, Portzen Construction, \$601,560.43
 - F. North Liberty Road Project, Pay Application Number 11, Metro Pavers, Inc., \$110,501.42
 - G. Phase II WWTP Improvements, Work Change Directive No. 10, Tricon Construction \$121,435.91
5. Public Comment
6. City Planner Report
7. City Engineer Report
8. City Attorney Report
9. Assistant City Administrator Report

10. City Administrator Report

11. Mayor Report

12. FY 17 Audit

- A. Resolution Number 2018-01, A Resolution accepting the Audit Report for Fiscal Year 2017 as completed by Winkel, Parker & Foster CPA, PC

13. ICCSD School Property Rezoning

- A. Second consideration of Ordinance Number 2017-13, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by the Iowa City Community School District located in North Liberty, Iowa to those set forth in the Municipal Code for the P-Public Zoning District

14. Automatic Aid Agreement-Fire

- A. Resolution Number 2018-02, A Resolution approving the Automatic Aid Agreement between Solon Tri-Township Emergency Response Agency and the City of North Liberty

15. Forevergreen Road Project

- A. Resolution Number 2018-03, A Resolution Approving Purchase Agreements for the Forevergreen Road Project (Project: IMN-380-6(344)2—OE-52)

16. Front Street Project

- A. Resolution Number 2018-04, A Resolution approving the Temporary Construction Easements for the 2018 North Front Street and related improvements Project between various owners and the City of North Liberty

17. Trail Connection Project

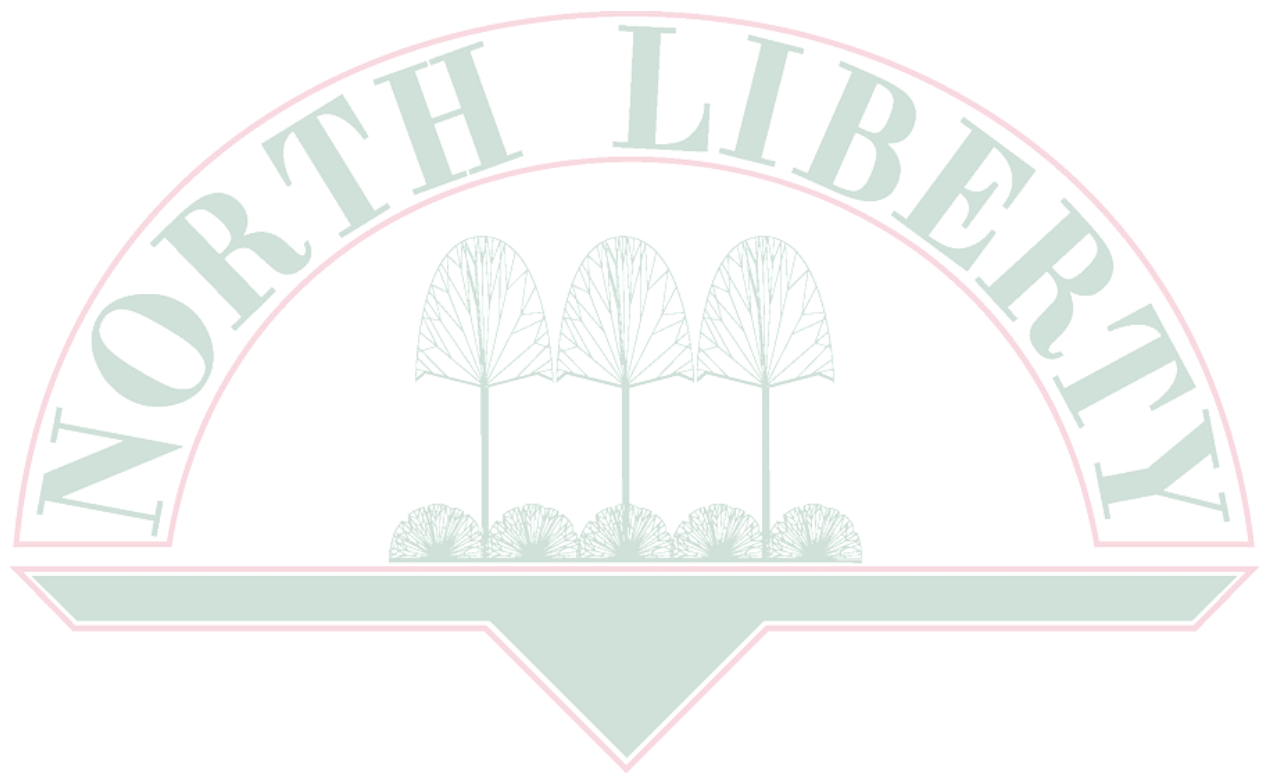
- A. Resolution Number 2018-05, A Resolution approving the Temporary Construction Easement Agreement between Donald A. Kelchen and Laurie A. Kelchen and the City of North Liberty

18. Old Business

19. New Business

20. Adjournment

Consent Agenda





Minutes (Not official until approved by City Council)

North Liberty City Council
December 21, 2017
Regular Session
City Council Chambers
1 Quail Creek Circle

Call to order

Mayor Terry Donahue called the December 21, 2017 Regular Session of the North Liberty City Council to order. Councilors present: Chris Hoffman, Sarah Madsen, Jim Sayre and Brian Wayson; absent – Annie Pollock.

Others present: Ryan Heiar, Tracey Mulcahey, Scott Peterson, Kevin Trom, Dean Wheatley, Evan Runkle, Josh Covert, Jennifer Goings and other interested parties.

Approval of the Agenda

Hoffman moved, Madsen seconded to approve the agenda. The vote was all ayes. Agenda approved.

Consent Agenda

Council discussed the Consent Agenda. Madsen moved, Sayre seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on December 12, 2017; the attached list of Claims; November Revenues; November Treasurer Report; Red's Alehouse Liquor License Renewal; Class C Liquor License with Outdoor Service and Sunday Sales endorsements; Phase I Water System Improvements Division II Water Mains, Pay Application Number 2, Ricklefs Excavating, \$174,515.00; North Liberty Road Improvements Project, Pay Application Number 10, Metro Pavers, Inc., \$22,840.65; and North Liberty Road Improvements Project, Change Order Number 7, Metro Pavers, Inc., \$20,000.00. The vote was all ayes. Consent agenda approved.

Public Comment

No public comment was offered.

City Planner Report

City Planner Dean Wheatley reported on the Transit Report he has provided.

City Engineer Report

City Engineer Kevin Trom had no report this evening, but offered to answer questions.

City Attorney Report

City Attorney Scott Peterson reported on the Trail Connection Project agreements, the Front Street Project agreements and the Weinman case argument before the Court of Appeals.

Assistant City Administrator Report

Assistant City Administrator Tracey Mulcahey reported over 100 families and 270 kids were served with the North Liberty location of Johnson County Toys for Tots this year.

City Administrator Report

City Administrator Ryan Heiar reported that staff is meeting with Kansas Avenue property owners regarding easements and acquisitions. Staff is meeting with the Police Department consultant tomorrow.

Mayor Report

Mayor Donahue had no report this evening.

Zoning Ordinance – Rental/Family

At 6:38 p.m., Mayor Donahue opened the Public Hearing on proposed ordinance amendment. No oral or written comments were received. The public hearing was closed.

Hoffman moved, Madsen seconded to approve the third consideration and adoption Ordinance Number 2017-11, An Ordinance amending various sections of Chapters 165 to 173 of the North Liberty Code of Ordinances to implement changes related to limiting the number of adults permitted to inhabit any rental dwelling unit. The vote was: ayes – Hoffman, Sayre, Wayson, Madsen; nays - none. Motion carried.

Living Word Church

Wayson moved, Sayre seconded to approve the third consideration and adoption of Ordinance Number 2017-12, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by FIJC, LLC located in North Liberty, Iowa to those set forth in the Municipal Code for the C-2-A Commercial Zoning District. The vote was: ayes – Wayson, Sayre, Madsen, Hoffman; nays – none. Motion carried.

ICCSD School Property Rezoning

Mayor Donahue opened the Public Hearing regarding proposed rezoning at 6:42 p.m. Wheatley presented information on the rezoning. No oral or written comments were received. The public hearing was closed.

Pollock arrived at 6:43 p.m.

Madsen moved, Hoffman seconded to approve the first consideration of Ordinance Number 2017-13, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by the Iowa City Community School District located in North Liberty, Iowa to those set forth in the Municipal Code for the P-Public Zoning District. After discussion, the vote was: ayes – Madsen, Wayson, Sayre, Hoffman, Pollock; nays – none. Motion carried.

Trail Connection Project

Heiar presented information on trail connection easements and acquisitions. Pollock moved, Hoffman seconded to approve Resolution Number 2017-143, A Resolution approving the

Memorandum of Agreement between Harold W. Cameron and the City of North Liberty. The vote was: ayes – Hoffman, Madsen, Wayson, Pollock, Sayre; nays – none. Motion carried.

Wayson moved, Madsen seconded to approve Resolution Number 2017-144, A Resolution approving the Permanent Public Use Access Easement Agreement between Restaurant Concepts, Inc. and the City of North Liberty. The vote was: ayes- Madsen, Hoffman, Pollock, Sayre, Wayson; nays – none. Motion carried.

Sayre moved, Hoffman seconded to approve Resolution Number 2017-145, A Resolution approving the Temporary Construction Easement between MAJ Properties I LLC and the City of North Liberty. The vote was: ayes – Pollock, Wayson, Sayre, Hoffman, Madsen; nays – none. Motion carried.

Use of Right-of-Way

Mayor Donahue presented information regarding rights-of-way in the City. The city is responsible for protecting utilities in the right-of-way. Peterson presented additional information regarding enforcement of right-of-way infringement. Mayor Donahue spoke to Mr. Covert regarding the issue. Covert spoke regarding the issue. Council discussed the issue.

Old Business

No old business was presented.

New Business

Councilor Hoffman spoke regarding Councilor Wayson's service on the City Council Councilor Wayson spoke regarding his term on Council.

Adjournment

At 7:08 p.m., Mayor Donahue adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest:

Tracey Mulcahey, City Clerk

Applicant License Application ()

Name of Applicant: <u>Hoosier Creek Conservation &</u>		
Name of Business (DBA): <u>South Slope Cooperative Communications</u>		
Address of Premises: <u>980 N Front St</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business	<u>(319) 626-2211</u>	
Mailing	<u>1405 Falcon Ave NW</u>	
City <u>Swisher</u>	State <u>IA</u>	Zip: <u>52338</u>

Contact Person

Name	<u>Mark Groth</u>		
Phone:	<u>(319) 560-4933</u>	Email	<u>mgroth65@gmail.com</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term:5 days

Effective Date: 01/26/2018

Expiration Date: 01/01/1900

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

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

Ownership

Mark Groth

First Name:	<u>Mark</u>	Last Name:	<u>Groth</u>	
City:	<u>Swisher</u>	State:	<u>Iowa</u>	Zip: <u>52338</u>
Position:	<u>Board Memeber</u>			
% of Ownership:	<u>0.00%</u>	U.S. Citizen:	<u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
Policy Effective Date: <u>01/26/2018</u>	Policy Expiration <u>01/31/2018</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

December 25, 2017

Liquor License Check

Event @ South Slope

980 N. Front St

North Liberty, IA 52317

Applicant: Mark Groth (DOB: 1984)

A record check of the above business and applicant does not have a history of contact with the North Liberty Police Department.

I recommend the license be granted.

This record check was by Sergeant Chris Shine.



Applicant License Application (LE0002558)

Name of Applicant: <u>Walgreen Co.</u>		
Name of Business (DBA): <u>Walgreens #11710</u>		
Address of Premises: <u>625 Pacha Parkway</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business <u>(319) 499-6006</u>		
Mailing <u>P.O. Box 901</u>		
City <u>Deerfield</u>	State <u>IL</u>	Zip: <u>60015</u>

Contact Person

Name <u>Toni Franklin</u>	
Phone: <u>(847) 527-4402</u>	Email <u>toni.franklin@walgreens.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 01/23/2018

Expiration Date: 01/22/2019

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

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

Ownership

Alexander Gourlay

First Name: <u>Alexander</u>	Last Name: <u>Gourlay</u>	
City: <u>Glencoe</u>	State: <u>Illinois</u>	Zip: <u>60022</u>
Position: <u>President</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>No</u>	

Alan Nielsen

First Name: <u>Alan</u>	Last Name: <u>Nielsen</u>	
City: <u>Crystal Lake</u>	State: <u>Illinois</u>	Zip: <u>60014</u>
Position: <u>VP/CFO/Treasurer</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Collin Smyser

First Name: <u>Collin</u>	Last Name: <u>Smyser</u>
----------------------------------	---------------------------------

City: Chicago **State:** Illinois **Zip:** 60614
Position: Secretary
% of Ownership: 0.00% **U.S. Citizen:** **Yes**
Amelia Legutki
First Name: Amelia **Last Name:** Legutki
City: Libertyville **State:** Illinois **Zip:** 60048
Position: Assistant Secretary
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: <u>Safeco Insurance Co</u>	
Policy Effective Date: <u>01/23/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	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.

Legal Name of Applicant: Walgreen's

Name of Business (DBA): _____

Address of Business: 625 Pacha Parkway North Liberty IA

Business Phone & Email: 319-499-6006

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: 2017.12.06 12:55:29 -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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Legal Name of Applicant: Walgreen's

Name of Business (DBA): _____

Address of Business: 625 Pacha Parkway North Liberty IA

Business Phone & Email: 319-499-6006

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



12/6/17

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: Walgreen's

Name of Business (DBA): _____

Address of Business: 625 Pacha Parkway North Liberty IA

Business Phone & Email: 319-499-6006

City of North Liberty:

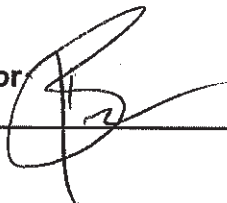
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

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

Fire Inspector



12/29/17

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: _____



State of Iowa
**ALCOHOLIC
BEVERAGES DIVISION**
Home
About
Alcohol
Tobacco
Links
Contact

[Help](#)[License Search](#)[License List](#)[On-Demand
Reporting](#)[Keg Registration
Search](#)[User Profile](#)[Logoff](#)[➤ License](#)[➤ Privileges](#)[➤ Applicant](#)[➤ Status Of Business](#)[➤ Ownership](#)[➤ Criminal History](#)[➤ Premises](#)[➤ General Premises](#)[➤ Applicant Signature](#)[➤ Bond Cert](#)[➤ Local Endorse](#)

Ownership **LE0002558, Walgreens #11710, North Liberty**

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
Alexander Gourlay	607 Longwood Avenue, Glencoe, IL, 60022	0.00 %	View
Alan Nielsen	1263 Williamsburg Lane, Crystal Lake, IL, 60014	0.00 %	View
Collin Smyser	1949 North Burling St., Chicago, IL, 60614	0.00 %	View
Amelia Legutki	130 Homewood Avenue, Libertyville, IL, 60048	0.00 %	View

First Name:				Last Name:			
Address:							
Address Line 2:							
City:			State:	Please Select ▼			
Zip:							
Position:			SS#:			U.S. Citizen: Please Select ▼	
Date of Birth:	MM/DD/YYYY		% of Ownership:				
<input type="button" value="Add"/>							

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

[⏪ Prev](#)[Next ⏩](#)

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Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.iowaABD (866.469.2223)
Local 515.281.7400

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[Privacy Policy](#)

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Alcoholic Beverages Division. All Rights Reserved.

DOB
12-22-59 322-71-0373
7-8-65 355-60-6325
7-25-78 313-82-9684
0-9-66 316-68-5739



North Liberty Police Department

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

December 25, 2017

Liquor License Check

Business: Walgreen's
625 Pacha Parkway
North Liberty, IA 52317

Owners:	Alexander Gourlay	(DOB: 1959)
	Alan Nielsen	(DOB: 1965)
	Collin Smyser	(DOB: 1978)
	Amelia Legutki	(DOB: 1966)

The North Liberty Police department does not have any documented contacts for the above owners or business that is related to their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.





Form: General Fire
Inspection Checklist 1.1

North Liberty Fire Department

Occupancy: **Walgreens**
Occupancy ID: **WALG01**
Address: **625 Pacha PKY Building #612155005**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **12/29/2017**

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

Time In: **12:36**

Time Out: **12:51**

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:

Compressed Gas Cylinders / LPG

Propane Resale - No Propane Cylinders Into Building Signage

6109.15 LP-gas cylinder exchange for resale. A sign shall be posted on the entry door of the business operating the cylinder exchange stating "DO NOT BRING LP-GAS CYLINDERS INTO THE BUILDING" or similar approved wording.

Status: **FAIL**

Notes: **Add required signage to front doors.**

Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes

Inspection Time: 15 minutes

Total Time: 15 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

Date

Representative Signature:

Signature

Date



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

15

Application Period: 12/31/2017		Application Date: 12/29/2017	
To City of North Liberty 3 Quail Creek Circle (Owner): North Liberty, Iowa 52317	From Portzen 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

Approved Change Orders		
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	
TOTALS	\$124,907.00	\$125,551.00
NET CHANGE BY CHANGE ORDERS	-\$644.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 13,449,000.00
2. Net change by Change Orders.....	\$ -644.00
3. Current Contract Price (Line 1 ± 2).....	\$ 13,448,356.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 10,556,952.98
5. RETAINAGE:	
a. 5% X 8,721,749.60 Work Completed.....	\$ 436,087.48
b. 5% X 1,835,203.38 Stored Material.....	\$ 91760.17
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 527,847.65
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 10,029,105.33
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 9,427,544.90
8. AMOUNT DUE THIS APPLICATION.....	\$ 601,560.43
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 3,419,250.67

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, Controller

Date: 12/29/2017

Payment of: \$ 601,560.43

(Line 8 or other - attach explanation of the other amount)

is recommended by: Steven J. Boyer 1-2-18

(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)

ITEM #	ITEM NAME	QTY	UNIT	UNIT PRICE	EXTENSION	PREVIOUS QTY	CURRENT QTY	CURRENT AMOUNT	%	JTD QTY	JTD AMOUNT	JTD %
1	Clearing and Grubbing	1,518	UNIT	\$ 16.25	\$ 24,672.38	1611.5		\$ -	0%	1611.5	\$ 26,186.88	106%
2	Excavation, Class 10, Roadway and Borrow	83,331	CY	\$ 2.33	\$ 194,161.23	83346		\$ -	0%	83346	\$ 194,196.18	100%
3	Topsoil, Strip, Salvage and Spread	20,127	CY	\$ 2.88	\$ 57,965.76	20127		\$ -	0%	20127	\$ 57,965.76	100%
4	Subgrade Stabilization	23,015	SY	\$ 8.39	\$ 193,095.85	23954.78		\$ -	0%	23954.78	\$ 200,980.60	104%
5	Modified Subbase	4,240	CY	\$ 26.00	\$ 110,240.00	4240		\$ -	0%	4240	\$ 110,240.00	100%
6	Shoulder Finishing, Earth	6.5	STA	\$ 260.00	\$ 1,690.00	6.5		\$ -	0%	6.5	\$ 1,690.00	100%
7	Macadam Stone Base	455	TON	\$ 19.85	\$ 9,031.75	273.73		\$ -	0%	273.73	\$ 5,433.54	60%
8	Relocation of Mail Boxes	9	EA	\$ 250.00	\$ 2,250.00	9		\$ -	0%	9	\$ 2,250.00	100%
9	STD or Slip Form PCC Pavement, CL C, CL 3I Durability, 7 In.	115	SY	\$ 39.00	\$ 4,485.00	100		\$ -	0%	100	\$ 3,900.00	87%
10	STD or Slip Form PCC Pavement, CL C, CL 3I Durability, 9 In.	19,420	SY	\$ 35.80	\$ 695,236.00	19461.24		\$ -	0%	19461.24	\$ 696,712.39	100%
11	Surfacing, Driveway, Class A Crushed Stone	455	TON	\$ 21.15	\$ 9,623.25	388.78		\$ -	0%	388.78	\$ 8,222.70	85%
12	Removal of Sign	4	EA	\$ 50.00	\$ 200.00	4		\$ -	0%	4	\$ 200.00	100%
13	Removals, As Per Plan	1	LS	\$ 3,500.00	\$ 3,500.00	1		\$ -	0%	1	\$ 3,500.00	100%
14	Aprons, Concrete, 15 In. Dia.	3	EA	\$ 650.00	\$ 1,950.00	3		\$ -	0%	3	\$ 1,950.00	100%
15	Aprons, Concrete, 18 In. Dia.	6	EA	\$ 700.00	\$ 4,200.00	8		\$ -	0%	8	\$ 5,600.00	133%
16	Aprons, Concrete, 24 In. Dia.	1	EA	\$ 825.00	\$ 825.00	1		\$ -	0%	1	\$ 825.00	100%
17	Aprons, Concrete, 48 In. Dia.	1	EA	\$ 1,600.00	\$ 1,600.00	1		\$ -	0%	1	\$ 1,600.00	100%
18	Aprons, Concrete, 54 In. Dia.	2	EA	\$ 1,700.00	\$ 3,400.00	2		\$ -	0%	2	\$ 3,400.00	100%
19	Aprons, Concrete, 60 In. Dia.	2	EA	\$ 2,250.00	\$ 4,500.00	2		\$ -	0%	2	\$ 4,500.00	100%
20	Apron, Low Clearance Concrete, Equivalent Diameter 24 In.	20	EA	\$ 800.00	\$ 16,000.00	20		\$ -	0%	20	\$ 16,000.00	100%
21	Manhole, Storm Sewer, SW-401, 60 In.	2	EA	\$ 3,650.00	\$ 7,300.00	2		\$ -	0%	2	\$ 7,300.00	100%
22	Manhole, Storm Sewer, SW-401, 108 In.	1	EA	\$ 16,200.00	\$ 16,200.00	1		\$ -	0%	1	\$ 16,200.00	100%
23	Intake, SW-509	3	EA	\$ 3,800.00	\$ 11,400.00	3		\$ -	0%	3	\$ 11,400.00	100%
24	Intake, SW-512, 24 In.	2	EA	\$ 1,600.00	\$ 3,200.00	2		\$ -	0%	2	\$ 3,200.00	100%
25	Intake, SW-512, 36 In.	1	EA	\$ 5,000.00	\$ 5,000.00	1		\$ -	0%	1	\$ 5,000.00	100%
26	Intake, SW-513 - 36"x48"	1	EA	\$ 3,400.00	\$ 3,400.00	1		\$ -	0%	1	\$ 3,400.00	100%
27	Intake, SW-513 - 36"x42"	1	EA	\$ 3,400.00	\$ 3,400.00	1		\$ -	0%	1	\$ 3,400.00	100%
28	Intake, SW-513 - 48"x48"	1	EA	\$ 3,800.00	\$ 3,800.00	1		\$ -	0%	1	\$ 3,800.00	100%
29	Intake, SW-513 - 60"x72"	2	EA	\$ 4,400.00	\$ 8,800.00	2		\$ -	0%	2	\$ 8,800.00	100%
30	Intake, SW-513 - 60"x84"	2	EA	\$ 5,400.00	\$ 10,800.00	2		\$ -	0%	2	\$ 10,800.00	100%
31	Subdrain, Longitudinal, (Backslope) 6 In. Dia.	1,910	LF	\$ 9.00	\$ 17,190.00	920		\$ -	0%	920	\$ 8,280.00	48%
32	Subdrain, Longitudinal, (Shoulder) 4 In. Dia.	200	LF	\$ 6.00	\$ 1,200.00	200		\$ -	0%	200	\$ 1,200.00	100%
33	Subdrain Outlet, DR-303	4	EA	\$ 100.00	\$ 400.00	3		\$ -	0%	3	\$ 300.00	75%
34	Subdrain Outlet, DR-304	4	EA	\$ 300.00	\$ 1,200.00	1		\$ -	0%	1	\$ 300.00	25%
35	Special Pipe Connection- Type PC-1	3	EA	\$ 875.00	\$ 2,625.00	2		\$ -	0%	2	\$ 1,750.00	67%
36	Subdrain Cleanout, 6 In., As Per Plan	5	EA	\$ 400.00	\$ 2,000.00	1		\$ -	0%	1	\$ 400.00	20%
37	Storm Sewer Gravity Main, Trenched, RCP 2000D (CL III), 12 In.	17	LF	\$ 30.00	\$ 510.00	0		\$ -	0%	0	\$ -	0%
38	Storm Sewer Gravity Main, Trenched, RCP 2000D (CL III), 15 In.	288	LF	\$ 35.00	\$ 9,380.00	285		\$ -	0%	285	\$ 9,975.00	106%
39	Storm Sewer Gravity Main, Trenched, RCP 2000D (CL III), 18 In.	390	LF	\$ 38.00	\$ 14,820.00	410		\$ -	0%	410	\$ 15,580.00	105%
40	Storm Sewer Gravity Main, Trenched, RCP 2000D (CL III), 24 In.	180	LF	\$ 45.00	\$ 8,100.00	180		\$ -	0%	180	\$ 8,100.00	100%
41	Storm Sewer Gravity Main, Trenched, RCP 2000D (CL III), 42 In.	26	LF	\$ 125.00	\$ 3,250.00	26		\$ -	0%	26	\$ 3,250.00	100%
42	Storm Sewer Gravity Main, Trenched, RCP 2000D (CL III), 48 In.	78	LF	\$ 155.00	\$ 12,090.00	78		\$ -	0%	78	\$ 12,090.00	100%
43	Storm Sewer Gravity Main, Trenched, RCP 2000D (CL III), 54 In.	146	LF	\$ 180.00	\$ 26,280.00	146		\$ -	0%	146	\$ 26,280.00	100%
44	Storm Sewer Gravity Main, Trenched, RCP 2000D (CL III), 60 In.	227	LF	\$ 200.00	\$ 45,400.00	227		\$ -	0%	227	\$ 45,400.00	100%
45	Clearance Concrete Pipe, Equiv. Dia. 24 In. Remove Storm Sewer Pipe Less Than or Equal to 36 In.	241	LF	\$ 65.00	\$ 15,665.00	253		\$ -	0%	253	\$ 16,445.00	105%
46	Remove Storm Sewer Pipe Greater Than 36 In. Remove and Reinstall Storm Sewer Pipe Less Than or Equal to 36 In.	373	LF	\$ 10.00	\$ 3,730.00	373		\$ -	0%	373	\$ 3,730.00	100%
47	Remove Storm Sewer Pipe Greater Than 36 In. Remove and Reinstall Storm Sewer Pipe Less Than or Equal to 36 In.	243	LF	\$ 12.00	\$ 2,916.00	243		\$ -	0%	243	\$ 2,916.00	100%
48	Revetment, Class E	27	LF	\$ 42.00	\$ 1,134.00	61		\$ -	0%	61	\$ 2,562.00	226%
49	Erosion Stone	1,225	TON	\$ 35.66	\$ 43,671.25	649.3		\$ -	0%	649.3	\$ 23,147.55	53%
50	Backfill for Retaining Wall	861	TON	\$ 24.95	\$ 21,481.95	90.94		\$ -	0%	90.94	\$ 2,268.95	11%
51	Segmental Block Retaining Wall	1,600	TON	\$ 6.38	\$ 10,208.00	1600		\$ -	0%	1600	\$ 10,208.00	100%
52	Removal of Pavement	2,680	SF	\$ 39.50	\$ 105,860.00	2680		\$ -	0%	2680	\$ 105,860.00	100%
53	Driveway, P.C. Concrete, 6 In.	169	SY	\$ 9.35	\$ 1,580.15	224		\$ -	0%	224	\$ 2,094.40	133%
54	Fence, Chain Link, 48 In. Height	385	LF	\$ 35.50	\$ 13,667.50	476.6		\$ -	0%	476.6	\$ 16,919.30	124%
55	Fence, Field - Temporary	318	LF	\$ 24.75	\$ 7,870.50	318		\$ -	0%	318	\$ 7,870.50	100%
56	Fence, Field	6,000	LF	\$ 3.75	\$ 22,500.00	6000		\$ -	0%	6000	\$ 22,500.00	100%
57	Gate, Field Fence, 16 Ft.	7,730	EA	\$ 7.95	\$ 61,453.50	7817		\$ -	0%	7817	\$ 62,145.15	101%
58	Remove and Reinstall Sign As Per Plan	8	EA	\$ 775.00	\$ 6,200.00	9		\$ -	0%	9	\$ 6,975.00	113%
59	Remove and Reinstall Sign As Per Plan	7,900	LF	\$ 2.75	\$ 21,725.00	7900		\$ -	0%	7900	\$ 21,725.00	100%
60	Remove and Reinstall Sign As Per Plan	10	EA	\$ 100.00	\$ 1,000.00	10		\$ -	0%	10	\$ 1,000.00	100%

ITEM #	ITEM NAME	QTY	UNIT	UNIT PRICE	EXTENSION	PREVIOUS QTY	CURRENT QTY	CURRENT AMOUNT	%	JTD QTY	JTD AMOUNT	JTD %	
61	Perforated Square Steel Tube Posts	96	LF	\$ 10.00	\$ 960.00	96		\$ -	0%	96	\$ 960.00	100%	
62	Perforated Square Steel Tube Post Anchor, Break-Away Soil Installation	7	EA	\$ 100.00	\$ 700.00	7		\$ -	0%	7	\$ 700.00	100%	
63	Type A Signs, Sheet Aluminum	35	SF	\$ 20.00	\$ 700.00	35		\$ -	0%	35	\$ 700.00	100%	
64	Painted Pavement Markings, Durable	212	STA	\$ 65.00	\$ 13,780.00	217.8		\$ -	0%	217.8	\$ 14,157.00	103%	
65	Traffic Control	1	LS	\$ 5,650.00	\$ 5,650.00	1		\$ -	0%	1	\$ 5,650.00	100%	
66	Mobilization	1	LS	\$ 65,000.00	\$ 65,000.00	1		\$ -	0%	1	\$ 65,000.00	100%	
67	Temporary Access Drives	1	LS	\$ 10,500.00	\$ 10,500.00	1		\$ -	0%	1	\$ 10,500.00	100%	
68	Compost Filter Tube (8 In. Dia.) or Silt Fence	15,400	LF	\$ 1.50	\$ 23,100.00	15920		\$ -	0%	15920	\$ 23,880.00	103%	
69	Biodegradable Erosion Control Blanket	8,855	SQ	\$ 12.35	\$ 109,359.25	6260.76		\$ -	0%	6260.76	\$ 77,320.39	71%	
70	Hydraulic Seeding, Fertilizing and Mulching - Type 1	3	ACRE	\$ 3,600.00	\$ 9,000.00	2.6		\$ -	0%	2.6	\$ 9,360.00	104%	
71	Hydraulic Seeding, Fertilizing and Mulching - Type 2	18	ACRE	\$ 3,200.00	\$ 58,960.00	11.8		\$ -	0%	11.8	\$ 37,760.00	66%	
72	Type 4	20	ACRE	\$ 450.00	\$ 9,000.00	6.03		\$ -	0%	6.03	\$ 2,713.50	30%	
73	Permeable Ditch Checks	4,200	LF	\$ 5.50	\$ 23,100.00	3816		\$ -	0%	3816	\$ 20,988.00	91%	
74	Removal of Compost Filter Tube, Silt Fence or Ditch Checks	19,600	LF	\$ 0.15	\$ 2,940.00	15920		\$ -	0%	15920	\$ 2,388.00	81%	
75	Maintenance of Compost Filter Tube, Silt Fence or Ditch Checks	19,600	LF	\$ 0.05	\$ 980.00	650		\$ -	0%	650	\$ 32.50	3%	
76	Mobilization, Erosion Control	15	EA	\$ 250.00	\$ 3,750.00	17		\$ -	0%	17	\$ 4,250.00	113%	
77	Temporary Sediment Control Basin	11	EA	\$ 380.00	\$ 4,180.00	2		\$ -	0%	2	\$ 760.00	18%	
78	Removal of Temporary Sediment Control Basin	11	EA	\$ 280.00	\$ 3,080.00	2		\$ -	0%	2	\$ 560.00	18%	
79	Maintenance of Temporary Sediment Control Basin	11	EA	\$ 150.00	\$ 1,650.00	2		\$ -	0%	2	\$ 300.00	18%	
80	Area Inlet Protector	6	EA	\$ 120.00	\$ 720.00	0		\$ -	0%	0	\$ -	0%	
TOTAL CONTRACT:					\$ 2,250,623.32								
CO 01	6" Special Backfill	181.5	TN	22.05	\$ 4,002.08	181.5		\$ -	0%	181.5	\$ 4,002.08	100%	
	6" Field Tile Connections	110	LF	21.00	\$ 2,310.00	110		\$ -	0%	110	\$ 2,310.00	100%	
	Dispose of Trees & Rubble	2	LOAD	709.83	\$ 1,419.66	2		\$ -	0%	2	\$ 1,419.66	100%	
CO 02	ITC 02 - Tile Wet Area Sta 36+75	1	LS	9,116.63	\$ 9,116.63	1.063310675		\$ -	0%	1.0633107	\$ 9,693.81	106%	
CO 03	RFI 04- Unsuitable Area @54" Flared End Section	88.89	CY	29.86	\$ 2,654.09	88.89		\$ -	0%	88.89	\$ 2,654.09	100%	
CO 04	Temporary Access Drive	125.84	TN	22.21	\$ 2,794.91	125.84		\$ -	0%	125.84	\$ 2,794.91	100%	
	Upsize Gates to 20" from 16"	2.00	EA	120.75	\$ 241.50	5		\$ -	0%	5	\$ 603.75	250%	
CO 05	Tile Changes	1.00	LS	1,078.59	\$ 1,078.59	1		\$ -	0%	1	\$ 1,078.59	100%	
	Subgrade Stabilization	1.00	LS	16,772.12	\$ 16,772.12	1		\$ -	0%	1	\$ 16,772.12	100%	
	Driveway Changes	1.00	LS	1,365.00	\$ 1,365.00	1		\$ -	0%	1	\$ 1,365.00	100%	
CO 06	Field Fence Mobilization	1.00	LS	450.19	\$ 450.19	1		\$ -	0%	1	\$ 450.19	100%	
	Driveway Mobilization	1.00	LS	500.00	\$ 500.00	1		\$ -	0%	1	\$ 500.00	100%	
CO 07	Completion Incentive	1.00	LS	20,000.00	\$ 20,000.00	1		\$ -	0%	1	\$ 20,000.00	100%	
TOTAL CHANGE ORDERS:					\$ 62,704.76								
TOTAL REVISED CONTRACT:					\$ 2,313,328.08								
VALUE OF COMPLETED WORK:								\$ -	0%	\$ 2,210,028.47			96%
LESS RETAINAGE (5%):								\$ -		\$ -			
NET AMOUNT DUE:								\$ -		\$ 2,210,028.47			
LESS PREVIOUS PAYMENTS:										\$ 2,099,527.05			
AMOUNT DUE THIS REQUEST:										\$ 110,501.42			

SIGNATURES:

CONTRACTOR

METRO PAVERS, INC.

SHELLY DOSTER, DFO

DATE:

12/28/17

ENGINEER:

SHIVE-HATTERY, INC.

DATE:

1/2/18

OWNER:

CITY OF NORTH LIBERTY

DATE:

OWNER:

CITY OF NORTH LIBERTY

DATE:

Work Change Directive No. 010

Project: Phase II WWTP Improvements	Date of Contract: June 25, 2015
Owner: City of North Liberty	Owner's Contract No.:
Engineer: FOX Engineering	Engineer's Project No.: 2489-11A.660
Contractor: Tricon General Construction	Date of Issuance: December 18, 2017

You are directed to proceed promptly with the following change(s):

Item 1 Raw Pump Modifications & Existing CPL-1 Removal: The project includes replacing the existing three raw pumps with larger pumps to increase the firm pumping capacity to 7.0 million gallons per day (MGD). These larger pumps cycle on and off during low flow periods, which is undesirable to the operators. Instead, two smaller pumps will be installed in lieu of two larger pumps supplied with the project. The third large pump will remain installed. The new smaller pumps will allow for continuous operation (not cyclic) at low influent flows. The capacity of the two smaller pumps together will match the current membrane treatment capacity.

Work required for these modifications includes:

- Two of the three supplied large pumps will be replaced with smaller pumps. **Smaller pumps will be installed on the larger pumps' bases and with the motors supplied with the project.**
- Controls modifications for automatic alternation of the smaller two pumps so that they have even use. This will allow for similar operation to the existing system.
- Reducers and flanges required for connecting the smaller pumps to the common pump discharge pipe.
- Equipment rental for moving the new and previously supplied pumps in and out of the Preliminary Treatment Building.
- Electrical conduit re-routing and temporary wiring during pump placement so that the conduits can be installed tight to the pump bases to allow for easier access to pumps for maintenance.

This change proposal request also includes removal of existing CPL-1 in the Preliminary Treatment electrical room. CPL-1 is the only piece of equipment remaining on the west wall of the electrical room, and removal of this cabinet will allow the operators more flexibility for use of this space.

The work under Bowker Mechanical and Price Industrial's quotes of this Work Change Directive will be completed on a **time and materials basis**. **The equipment rental under Tricon's proposal** will also be done on a time and materials basis. The total cost for these items will not exceed the quoted amounts. The remaining work included in the quote will be completed on a lump sum basis. The total maximum cost for item 1 of this Work Change Directive item shall not exceed \$94,801.23.

Item 2 Preliminary Treatment Crane for Grinder: A 1.5 ton rated monorail and manual hoist will be installed over the grinder, which is located in the influent channel of the Preliminary Treatment Building lower level. The grinder disconnect switch will be relocated outside of the area required for use of the monorail and hoist. The total estimated cost for item 2 of this Work Change Directive item is \$26,634.68.

Attachments: CPR 45R2/COR 90R2, CPR 44/COR 81

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to expedite Work described herein prior to agreeing to change on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

☒ Increase ☐ Decrease of Contract Price: \$121,435.91 (maximum not to exceed)

☒ Increase ☐ Decrease of Contract Times: 140 days

Recommended for Approval by Engineer:

Date:

1/2/2018

Jennifer Rusby
Authorized for Owner by:

Date:

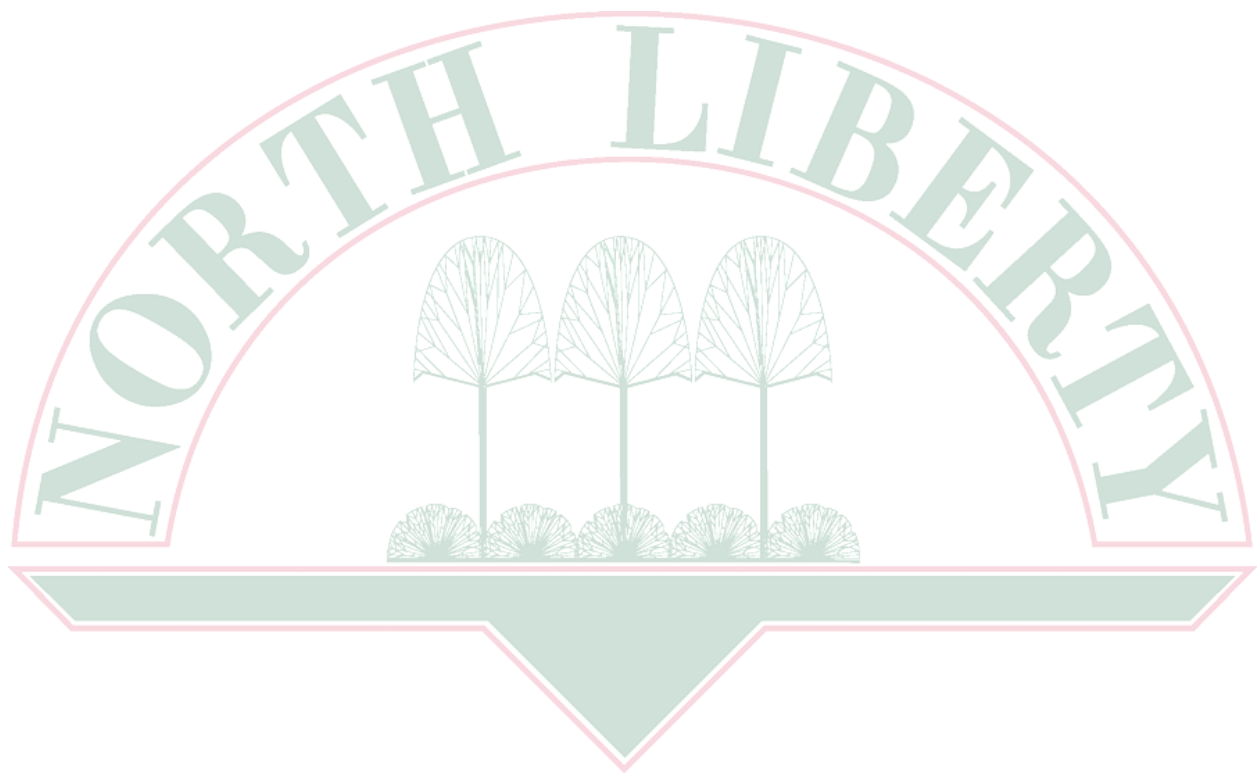
Accepted for Contractor by:

Date:

Stephen Project Manager

12/22/17

FY 17 Audit



 **DRAFT**

CITY OF NORTH LIBERTY, IOWA

**INDEPENDENT AUDITOR'S REPORTS
BASIC FINANCIAL STATEMENTS
SUPPLEMENTARY AND OTHER INFORMATION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

JUNE 30, 2017

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CITY OF NORTH LIBERTY, IOWA

 DRAFT

Officials

Name	Title	Term Expires
<u>Mayor and Council</u>		
Amy Nielsen	Mayor (through December 31, 2016)	December 2017
Terry Donahue	Mayor (elected in April 25, 2017 special election)	December 2017
Terry Donahue	Mayor Pro Tem (through April 25, 2017)	December 2019
Chris Hoffman	Mayor Pro Tem (appointed May 9, 2017)	December 2019
Annie Pollock	Council Member	December 2017
Brian Wayson	Council Member	December 2017
Terry Donahue	Council Member (through April 25, 2017)	December 2019
Chris Hoffman	Council Member	December 2019
Sarah Madsen	Council Member (elected in April 25, 2017 special election)	December 2019
Jim Sayre	Council Member	December 2019

City Staff

Ryan Heiar	City Administrator
Tracey Mulcahey	City Clerk/Assistant City Administrator
Debra Hilton	Treasurer
Scott Peterson	City Attorney

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Members of the City Council
City of North Liberty, Iowa

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of North Liberty, Iowa, as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1. This includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of North Liberty, Iowa, as of June 30, 2017, and the respective changes in cash basis financial position for the year then ended in accordance with the basis of accounting described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Other Matters

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of North Liberty, Iowa's basic financial statements. We previously audited, in accordance with the standards referred to in the third paragraph of this report, the financial statements for the four years ended June 30, 2016 (which are not presented herein) and expressed unmodified opinions on those financial statements which were prepared on the basis of cash receipts and disbursements. The financial statements for the five years ended June 30, 2012 (which are not presented herein) were audited by other auditors and they expressed unmodified opinions on those financial statements which were prepared on the basis of cash receipts and disbursements. The supplementary information included in Schedules 1 through 9, including the Schedule of Expenditures of Federal Awards required by Title 2, U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Disclaimer of Opinion on Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of North Liberty, Iowa's basic financial statements. The other information, the City's Management's Discussion and Analysis, the budgetary comparison information, the Schedule of the City's Proportionate Share of the Net Pension Liability and the Schedule of City Contributions on pages 5 through 12 and 40 through 46 has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January __, 2018 on our consideration of the City of North Liberty, Iowa's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of North Liberty, Iowa's internal control over financial reporting and compliance.

Iowa City, Iowa
January __, 2018

 **DRAFT**

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS **DRAFT**

The City of North Liberty provides this Management's Discussion and Analysis of its financial statements. This narrative overview and analysis of the financial activities is for the fiscal year ended June 30, 2017. We encourage readers to consider this information in conjunction with the City's financial statements, which follow.

FY 2017 FINANCIAL HIGHLIGHTS

- Receipts of the City's governmental activities increased approximately \$4.3 million from FY 2016 to FY 2017. Property tax receipts increased almost \$930,000, tax increment financing decreased approximately \$120,000 and charges for services increased approximately \$560,000. Bond proceeds were higher than the previous year, approximately \$7.3 million versus the previous year's \$3.7 million.
- Disbursements of the City's governmental activities increased approximately \$2 million, or 8.24%, from FY 2016 to FY 2017. Public safety disbursements increased approximately \$340,000, public works disbursements increased approximately \$162,000, culture and recreation disbursements increased almost \$200,000, community and economic development disbursements increased approximately \$75,000 and general government disbursements decreased approximately \$128,000. Debt service disbursements increased by approximately \$480,000. Capital project expenditures increased by approximately \$860,000.
- The City's total cash basis net position increased 51.11%, or approximately \$6,777,000, from June 30, 2016 to June 30, 2017. Of this amount, the position of the governmental activities increased by approximately \$2,569,000 and the position of the business type activities increased by approximately \$4,208,000.

USING THIS ANNUAL REPORT

The annual report consists of a series of financial statements and other information, as follows:

Management's Discussion and Analysis introduces the basic financial statements and provides an analytical overview of the City's financial activities.

The Government-wide Financial Statement consists of a Cash Basis Statement of Activities and Net Position. This statement provides information about the activities of the City as a whole and presents an overview of the City's finances.

The Fund Financial Statements tell how governmental services were financed in the short term as well as what remains for future spending. Fund financial statements report the City's operations in more detail than the government-wide statement by providing information about the most significant funds.

Notes to Financial Statements provide additional information essential for a full understanding of the data provided in the basic financial statements.

Other Information further explains and supports the financial statements with a comparison to the City's budget for the year and the City's proportionate share of the net pension liability and related contributions.

Supplementary Information provides detailed information about the General Fund, nonmajor governmental funds, proprietary funds and the City's indebtedness. In addition, the Schedule of Expenditures of Federal Awards provides details of various federal programs benefitting the City.

BASIS OF ACCOUNTING

The City of North Liberty maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with U.S. generally accepted accounting principles. Therefore, when reviewing the financial information and discussion within this annual report, the reader should keep in mind the limitations resulting from the use of the cash basis of accounting.

REPORTING THE CITY'S FINANCIAL ACTIVITIES

Government-wide Financial Statement

One of the most important questions asked about the City's finances is, "Is the City as a whole better off or worse off as a result of the year's activities?" The Cash Basis Statement of Activities and Net Position reports information which helps answer this question.

The Cash Basis Statement of Activities and Net Position presents the City's cash basis net position. Over time, increases or decreases in the City's net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Cash Basis Statement of Activities and Net Position is divided into two kinds of activities:

- Governmental Activities include public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service and capital projects. Property taxes, tax increment financing and bond sale proceeds finance a significant portion of most of these activities.
- Business Type Activities include the water, sanitary sewer, and storm sewer utilities and utility deposits. These activities are financed primarily by user charges.

Fund Financial Statements

The City of North Liberty has two kinds of funds:

- 1) Governmental Funds account for most of the City's basic services. These focus on how money flows into and out of those funds, and the balances at year-end that are available for spending. The governmental funds include: 1) the General Fund, 2) the Special Revenue Funds, such as

Road Use Tax and Urban Renewal Tax Increment, 3) the Debt Service Funds, and 4) the Capital Projects Funds. The governmental fund financial statements provide a detailed, short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs.

The required financial statements for governmental funds include a statement of cash receipts, disbursements and changes in cash balances.

- 2) Proprietary Funds account for the City's enterprise funds. Enterprise funds are used to report business type activities. The City maintains four enterprise funds to provide separate information on the Water, Sanitary Sewer and Storm Water utility funds and the Utility Deposits fund.

The required financial statements for proprietary funds include a statement of cash receipts, disbursements and changes in cash balances.

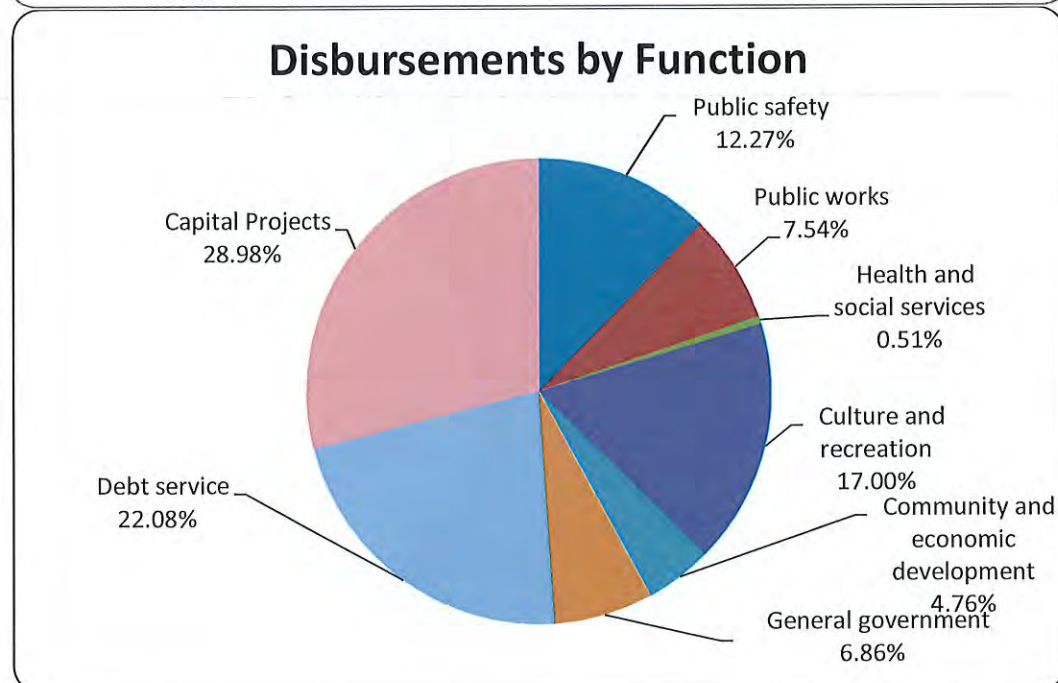
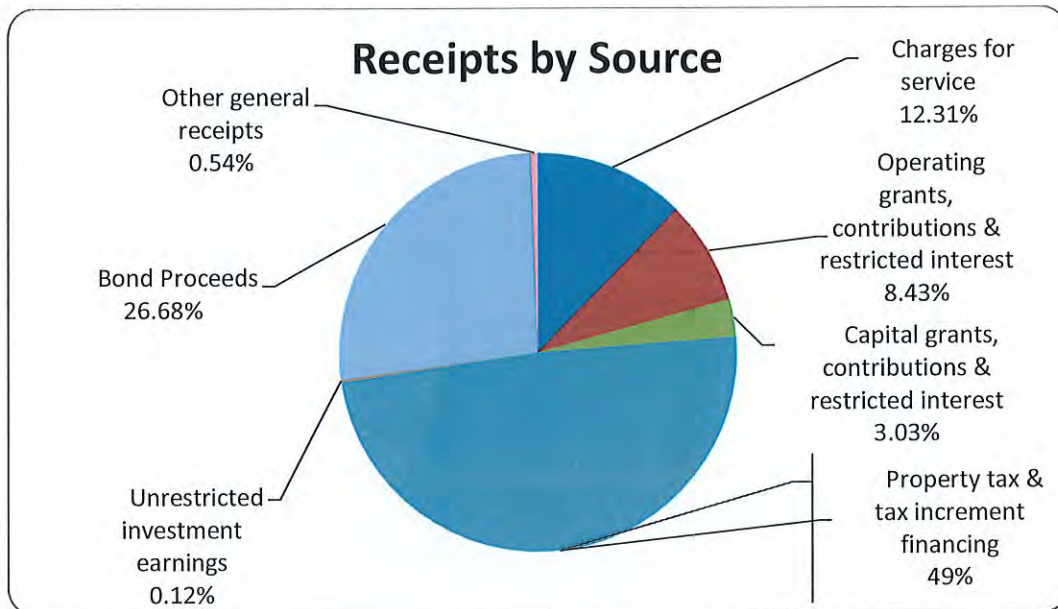
GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of financial position. The City's cash basis net position for governmental activities increased from a year ago, from approximately \$8,246,000 to \$10,815,000. The analysis that follows focuses on the changes in cash basis net position of governmental activities.

Changes in Cash Basis Net Position of Government Activities (Expressed in Thousands)

	Year ended June 30,	
	FY 2017	FY 2016
Receipts:		
Program Receipts:		
Charges for service	\$3,368	\$2,809
Operating grants, contributions and restricted interest	2,306	2,078
Capital grants, contributions and restricted interest	828	1,674
General Receipts:		
Property tax and tax increment financing	13,376	12,562
Unrestricted investment earnings	32	28
Bond and loan proceeds	7,297	3,723
Other general receipts	147	194
Total Receipts	\$27,354	\$23,068
Disbursements:		
Public safety	\$3,178	\$2,836
Public works	1,788	1,627
Health and social services	103	105
Culture and recreation	3,793	3,593
Community and economic development	1,723	1,648

General government	1,464	1,592
Debt service	5,310	4,831
Capital projects	8,883	8,024
Total Disbursements	\$26,242	\$24,256
Change in cash basis net position before transfers	\$1,112	(\$1,188)
Transfers, net	1,457	1,178
Change in cash basis net position	\$2,569	(\$10)
Cash basis net position, beginning of year	8,246	8,256
Cash basis net position, end of year	\$10,815	\$8,246



The City's total receipts for governmental activities increased 18.58%, or approximately \$4,286,000. The total cost of all programs and services provided by the City increased by approximately \$1,986,000, or 8.19%. No new programs were added.

The City maintained the property tax rate for fiscal year 2017. With the growth in the City's taxable property, tax receipts increased approximately \$814,000 in fiscal year 2017. Because of the growth in taxable valuation in the City of North Liberty from \$677,362,574 in FY 2016 to \$ 757,979,781 in FY 2017, general property tax revenues increased by \$678,416 even though the City's general city tax levy remained at the maximum \$8.10 per \$1,000 of taxable valuation. The total city levy in FY 2017 was constant at \$11.03264 from the levy in FY 2016. The balance of the levy was made up of a \$1.12753 debt service levy and a \$1.80511 employee benefits levy.

The cost of all governmental activities this year was approximately \$26,242,000, compared to approximately \$24,256,000 last year. General City operating expenses increased with more capital projects than the previous fiscal year. Debt service change increased due to funding of capital projects.

Changes in Cash Basis Net Position of Business Type Activities
(Expressed in Thousands)

	Year Ended June 30,	
	2017	2016
Receipts:		
Program receipts:		
Charges for Service		
Water	\$3,315	\$3,116
Sanitary Sewer	4,077	3,808
Storm Water	198	192
Utility Deposits	166	170
Miscellaneous		
Water	91	186
Sanitary Sewer	179	6
Storm Water	2	1
General Receipts:		
Unrestricted interest on investments		
Water	1	1
Sanitary Sewer	1	1
Intergovernmental		
Sanitary Sewer	1,893	-
Bond and note proceeds	14,155	16,493
Total receipts	\$24,078	\$23,974
Disbursements:		
Water	\$8,443	\$4,783

Sanitary Sewer	9,445	14,360
Storm Water	356	90
Utility Deposits	169	198
Total Disbursements	<u>\$18,413</u>	<u>\$19,431</u>
Change in net cash basis net position before transfers	\$5,665	\$4,543
Transfers, net	<u>(1,457)</u>	<u>(1,178)</u>
Change in cash basis net position	\$4,208	\$3,365
Cash basis net position, beginning of year	5,014	1,649
Cash basis net position, end of year	<u>\$9,222</u>	<u>\$5,014</u>

Total business type activities receipts were approximately \$24 million for both years. Significant capital project costs in the current fiscal year continued from the previous fiscal year. The cash basis net position increased approximately \$4,208,000 due to significant reimbursements through borrowing for capital projects for both water and sewer utilities. Total disbursements for the fiscal year decreased by approximately \$1,000,000, or 5.24%, primarily due to the change in the amount of the costs of capital projects carried over from fiscal year 2016.

INDIVIDUAL MAJOR GOVERNMENTAL FUND ANALYSIS

As North Liberty completed the year, its governmental funds reported a combined fund balance of \$10,815,422, an increase of approximately \$2,569,000 above last year's total of \$8,246,445. The following are the major reasons for the changes in fund balances of the major funds from the prior year.

General Fund

- The General Fund balance increased \$907,318 from the prior year to \$7,253,572. Property taxes increased by approximately \$678,000. Licenses and Permits decreased by approximately \$90,000 due to a decrease in building permit fees. Intergovernmental revenues decreased almost \$40,000. Charges for service increased by almost \$662,000. Public safety expenditures increased by approximately \$342,000 due to increased personnel costs in both police and building departments. Culture and recreation costs increased approximately \$200,000 due to additional programs and costs. Capital project costs for fiscal year 2017 were approximately \$665,000 more than in fiscal year 2016.

Special Revenue

- The Special Revenue, Urban Renewal Tax Increment fund cash balance decreased by approximately \$7,000. Collections of the tax increment financing receipts decreased by \$119,847. The City only draws what is necessary to cover costs from this funding source.
- The Special Revenue, Road Use Tax fund cash balance increased by \$304,869. Additional funds from the state were received from the extra funds collected. The additional funds are being allocated to street improvement projects.

Debt Service – General Obligation Debt

- The Debt Service – General Obligation Debt cash balance increased by approximately \$167,000 primarily from proceeds of refinancing several bond issues.

Debt Service – Road Use Tax Bond Reserve

- The Debt Service – Road Use Tax Bond Reserve was funded for the first time in fiscal year 2012. The fund has \$149,740 in debt service reserve.

Capital Projects

- Highway 965 Improvements fund cash balance decreased by \$266,996 due to expenditures for project costs exceeding proceeds from bonds and grants.
- Street Capital Projects fund cash balance increased by \$994,685 due to proceeds from bonds and grants for project costs exceeding project expenditures in fiscal year 2017.

INDIVIDUAL MAJOR BUSINESS TYPE FUND ANALYSIS

- The Water Enterprise Fund cash basis net position increased \$283,513 to \$3,936,578, due to an increase in the water rates in July 2016, and revenues from State Revolving Fund and bonds to cover project costs that were funded with cash on hand in previous fiscal years.
- The Sewer Enterprise Fund cash basis net position increased \$3,901,658 to \$4,742,911 due to capital projects that were cash flowed during previous years being replenished with borrowings during fiscal year 2017.

BUDGETARY HIGHLIGHTS

Over the course of the year, the City amended its budget once. The amendment was approved on May 23, 2017 and resulted in an increase in operating disbursements of approximately \$19,000,000 due to numerous unplanned expenses including bond refinancing expenditures, insurance increases, worker's compensation cost increase, insurance repairs, unexpected repairs and projects, and other capital project expenditures that were not projected to extend into fiscal year 2017. The City had sufficient cash balances to absorb these additional costs. Revenues were amended for an additional \$3,000,000 from additional revenues and an additional \$12,700,000 proceeds from borrowings.

The actual disbursements for the year were less in all categories than budgeted except Capital Projects, which had an overage of approximately \$75,000. All other disbursements did not exceed budgeted amounts.

DEBT ADMINISTRATION

At June 30, 2017, the City had \$90,688,000 in bonds and long-term debt compared to \$65,708,000 last year, as shown below.

Outstanding Debt at Year-End (Expressed in Thousands)		
	June 30	
	2017	2016
General obligation bonds	\$33,430	\$30,638
Rural Economic Development loan	240	280
Road Use Tax revenue bonds	1,275	1,390
Revenue bonds	55,743	33,400
Total	\$90,688	\$65,708

Debt increased as a result of new debt incurred in excess of existing debts being retired. Several significant projects like the wastewater treatment plant expansion project and the water plant project occurred in this fiscal year.

The City of North Liberty was upgraded to a Moody's bond rating of Aa2 assigned by national rating agencies to the City's debt. The constitution of the State of Iowa limits the amount of general obligation debt cities can issue to 5% of the assessed value of all taxable property within the City's corporate limits. The City's outstanding general obligation debt of \$33,430,000 at June 30, 2017 is significantly below its constitutional debt limit of approximately \$76 million.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

North Liberty City's elected and appointed officials considered many factors when setting the fiscal year 2018 budget, tax rates, and fees charged for various City activities. Economic indicators such as unemployment, tax base growth, rollback increase were taken into account when adopting the budget for fiscal year 2018. Fiscal year 2018 continues the trend of multiple, large capital projects. If all of the budget estimates are realized, the City's budgeted cash balance is expected to remain relatively steady in the upcoming fiscal year.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Tracey Mulcahey, City Clerk, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317.

 **DRAFT**

BASIC FINANCIAL STATEMENTS

CITY OF NORTH LIBERTY, IOWA

 DRAFTCash Basis Statement of Activities and Net Position
(Page 1 of 2)

As of and for the Year Ended June 30, 2017

	Disbursements	Charges for Service	Program Receipts	
			Operating Grants, Contributions and Restricted Interest	Capital Grants, Contributions and Restricted Interest
Functions/Programs:				
Governmental activities:				
Public safety	\$ 3,177,706	\$ 171,697	\$ 245,166	\$ -
Public works	1,788,477	641,929	1,945,559	-
Health and social services	103,500	-	-	-
Culture and recreation	3,792,817	1,008,240	35,900	-
Community and economic development	1,723,266	19,590	77,753	-
General government	1,464,069	736,538	1,231	-
Debt service	5,309,615	-	-	-
Capital projects	8,882,559	790,209	-	828,794
Total governmental activities	26,242,009	3,368,203	2,305,609	828,794
Business type activities:				
Water	8,443,096	3,314,651	-	-
Sewer	9,445,628	4,076,710	-	1,893,532
Utility deposits	168,785	165,640	-	-
Stormwater management	356,188	198,325	-	-
Total business type activities	18,413,697	7,755,326	-	1,893,532
Total	\$ 44,655,706	\$ 11,123,529	\$ 2,305,609	\$ 2,722,326
General Receipts and Transfers:				
Property and other city tax levied for:				
General purposes				
Debt service				
Other purposes				
Tax increment financing				
Commercial/industrial tax replacement				
Unrestricted interest on investments				
Bond and loan proceeds, net of refundings				
Miscellaneous				
Transfers				
Total general receipts and transfers				
Change in cash basis net position				
Cash basis net position, beginning of year				
Cash basis net position, end of year				

Net (Disbursements) Receipts and
Changes in Cash Basis Net Position

Governmental Activities	Business Type Activities	Total
\$ (2,760,843)	\$ -	\$ (2,760,843)
799,011	-	799,011
(103,500)	-	(103,500)
(2,748,677)	-	(2,748,677)
(1,625,923)	-	(1,625,923)
(726,300)	-	(726,300)
(5,309,615)	-	(5,309,615)
(7,263,556)	-	(7,263,556)
(19,739,403)	-	(19,739,403)
-	(5,128,445)	(5,128,445)
-	(3,475,386)	(3,475,386)
-	(3,145)	(3,145)
-	(157,863)	(157,863)
-	(8,764,839)	(8,764,839)
(19,739,403)	(8,764,839)	(28,504,242)
6,225,038	-	6,225,038
1,017,020	-	1,017,020
1,360,242	-	1,360,242
4,389,642	-	4,389,642
383,795	-	383,795
32,020	1,602	33,622
7,297,045	14,155,476	21,452,521
146,861	272,670	419,531
1,456,717	(1,456,717)	-
22,308,380	12,973,031	35,281,411
2,568,977	4,208,192	6,777,169
8,246,445	5,014,170	13,260,615
\$ 10,815,422	\$ 9,222,362	\$ 20,037,784
(Exhibit B)	(Exhibit C)	

CITY OF NORTH LIBERTY, IOWA**Cash Basis Statement of Activities and Net Position
(Page 2 of 2)****As of and for the Year Ended June 30, 2017****Cash Basis Net Position****Restricted****Expendable:**

Streets

Urban renewal

Capital equipment purchases

Property improvements

Trail projects

Employee benefits

Debt service

Hotel/motel tax

Tree purchases

Police

Housing rehabilitation

Utility deposits

Unrestricted**Total cash basis net position**

See accompanying notes to financial statements.

 **DRAFT**

Governmental Activities		Business Type Activities		Total
\$	2,512,787	\$	-	\$ 2,512,787
	2,109,223		-	2,109,223
	47,706		-	47,706
	63,116		-	63,116
	8,529		-	8,529
	2,545		-	2,545
	425,063	1,920,530		2,345,593
	72,600		-	72,600
	5,213		-	5,213
	1,931		-	1,931
	21,246		-	21,246
	-	394,635		394,635
	5,545,463	6,907,197		12,452,660
\$	10,815,422	\$	9,222,362	\$ 20,037,784

CITY OF NORTH LIBERTY, IOWA

Statement of Cash Receipts, Disbursements
and Changes in Cash Balances -
Governmental Funds
(Page 1 of 2)

 **DRAFT**

As of and for the Year Ended June 30, 2017

		Special Revenue	
	General Fund	Urban Renewal Tax Increment	Road Use Tax
Receipts:			
Property tax	\$ 6,146,435	\$ -	\$ -
Tax increment financing	-	4,389,642	-
Other city tax	306,590	-	-
Licenses and permits	389,066	-	-
Use of money and property	182,653	-	-
Intergovernmental	548,233	-	1,945,559
Charges for service	2,556,384	-	-
Miscellaneous	346,647	-	-
Total receipts	<u>10,476,008</u>	<u>4,389,642</u>	<u>1,945,559</u>
Disbursements:			
Operating:			
Public safety	3,177,706	-	-
Public works	811,068	-	977,409
Health and social services	103,500	-	-
Culture and recreation	3,792,817	-	-
Community and economic development	714,561	1,008,705	-
General government	1,464,069	-	-
Debt service	-	-	-
Capital projects	2,744,415	-	-
Total disbursements	<u>12,808,136</u>	<u>1,008,705</u>	<u>977,409</u>
Excess (deficiency) of receipts over (under) disbursements	<u>(2,332,128)</u>	<u>3,380,937</u>	<u>968,150</u>
Other financing sources (uses):			
Proceeds from sale of general obligation bonds	-	-	-
State Revolving Fund loan draws	945,957	-	-
Refunding debt service - principal	-	-	-
Operating transfers in	3,011,231	-	-
Operating transfers (out)	(717,742)	(3,388,075)	(663,281)
Total other financing sources (uses)	<u>3,239,446</u>	<u>(3,388,075)</u>	<u>(663,281)</u>
Net change in cash balances	907,318	(7,138)	304,869
Cash balances, beginning of year	<u>6,346,254</u>	<u>1,521,450</u>	<u>1,111,826</u>
Cash balances, end of year	<u>\$ 7,253,572</u>	<u>\$ 1,514,312</u>	<u>\$ 1,416,695</u>

Debt Service			Capital Projects			Other	
General Obligation Debt		Road Use Tax - Bond Reserve	Highway 965 Improvements		Street Capital Projects	Nonmajor Governmental Funds	Total
\$	1,006,079	\$ -	\$ -	\$ -	\$ -	\$ 1,342,724	\$ 8,495,238
	-	-	-	-	-	-	4,389,642
	10,941	-	-	-	-	17,518	335,049
	-	-	-	-	-	-	389,066
	-	-	-	-	-	101	182,754
	48,057	-	15,000	340,858	456,171	3,353,878	
	-	-	-	-	-	2,556,384	
	-	-	-	-	8,566	355,213	
	1,065,077	-	15,000	340,858	1,825,080	20,057,224	
	-	-	-	-	-	-	3,177,706
	-	-	-	-	-	-	1,788,477
	-	-	-	-	-	-	103,500
	-	-	-	-	-	-	3,792,817
	-	-	-	-	-	-	1,723,266
	-	-	-	-	-	-	1,464,069
	5,309,615	-	-	-	-	5,309,615	
	-	-	281,996	3,787,056	2,069,092	8,882,559	
	5,309,615	-	281,996	3,787,056	2,069,092	26,242,009	
	(4,244,538)	-	(266,996)	(3,446,198)	(244,012)	(6,184,785)	
	5,367,485	-	-	4,108,403	2,140,200	11,616,088	
	-	-	-	-	-	945,957	
	(5,265,000)	-	-	-	-	(5,265,000)	
	4,308,885	-	-	332,480	-	7,652,596	
	-	-	-	-	(1,426,781)	(6,195,879)	
	4,411,370	-	-	4,440,883	713,419	8,753,762	
	166,832	-	(266,996)	994,685	469,407	2,568,977	
	108,491	149,740	1,357,400	(1,864,581)	(484,135)	8,246,445	
\$	275,323	\$ 149,740	\$ 1,090,404	\$ (869,896)	\$ (14,728)	\$ 10,815,422	
(Exhibit A)							

(Exhibit A)

CITY OF NORTH LIBERTY, IOWA



Statement of Cash Receipts, Disbursements
and Changes in Cash Balances -
Governmental Funds
(Page 2 of 2)

As of and for the Year Ended June 30, 2017

	General Fund	Special Revenue	
		Urban Renewal Tax Increment	Road Use Tax
Cash basis fund balances:			
Restricted for:			
Street operations	\$ -	\$ -	\$ 1,416,695
Street capital projects	-	-	-
Urban renewal purposes	-	1,514,312	-
Urban renewal projects	-	-	-
Capital equipment purchases	-	-	-
Property improvements	-	-	-
Trail projects	-	-	-
Employee benefits	-	-	-
Debt service	-	-	-
Hotel/motel tax	72,600	-	-
Tree purchases	5,213	-	-
Police	1,931	-	-
Housing rehabilitation	21,246	-	-
Assigned for:			
Capital equipment purchases	732,573	-	-
Street capital projects	2,485,776	-	-
Park development	164,203	-	-
Stormwater capital projects	42,999	-	-
Information technology upgrades	50,000	-	-
Youth scholarships/recreation capital equipment	54,971	-	-
Land clearing	-	-	-
Street light décor	-	-	-
Unassigned	3,622,060	-	-
Total cash basis fund balances	<u>\$ 7,253,572</u>	<u>\$ 1,514,312</u>	<u>\$ 1,416,695</u>

See accompanying notes to financial statements.

Debt Service		Capital Projects		Other	Total
General Obligation Debt	Road Use Tax - Bond Reserve	Highway 965 Improvements	Street Capital Projects	Nonmajor Governmental Funds	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,416,695
-	-	1,090,404	-	5,688	1,096,092
-	-	-	-	-	1,514,312
-	-	-	-	594,911	594,911
-	-	-	-	47,706	47,706
-	-	-	-	63,116	63,116
-	-	-	-	8,529	8,529
-	-	-	-	2,545	2,545
275,323	149,740	-	-	-	425,063
-	-	-	-	-	72,600
-	-	-	-	-	5,213
-	-	-	-	-	1,931
-	-	-	-	-	21,246
-	-	-	-	-	732,573
-	-	-	-	40,993	2,526,769
-	-	-	-	-	164,203
-	-	-	-	-	42,999
-	-	-	-	-	50,000
-	-	-	-	-	54,971
-	-	-	50,000	-	50,000
-	-	-	15,000	-	15,000
-	-	-	(934,896)	(778,216)	1,908,948
<u>\$ 275,323</u>	<u>\$ 149,740</u>	<u>\$ 1,090,404</u>	<u>\$ (869,896)</u>	<u>\$ (14,728)</u>	<u>\$ 10,815,422</u>

CITY OF NORTH LIBERTY, IOWA


DRAFT
 Exhibit C

 Statement of Cash Receipts, Disbursements
 and Changes in Cash Balances -
 Proprietary Funds

As of and for the Year Ended June 30, 2017

	Water Enterprise	Sewer Enterprise	Other Nonmajor Proprietary Funds	Total
Operating receipts:				
Charges for service	\$ 3,314,651	\$ 4,076,710	\$ 363,965	\$ 7,755,326
Miscellaneous	91,627	178,716	2,327	272,670
Total operating receipts	3,406,278	4,255,426	366,292	8,027,996
Operating disbursements:				
Business type activities	7,892,138	8,214,432	524,973	16,631,543
Deficiency of operating receipts under operating disbursements	(4,485,860)	(3,959,006)	(158,681)	(8,603,547)
Non-operating receipts (disbursements):				
Interest on investments	821	781	-	1,602
Intergovernmental	-	1,893,532	-	1,893,532
Debt service	(550,958)	(1,231,196)	-	(1,782,154)
Net non-operating receipts (disbursements)	(550,137)	663,117	-	112,980
Deficiency of receipts under disbursements	(5,035,997)	(3,295,889)	(158,681)	(8,490,567)
Other financing sources (uses):				
Proceeds from sale of general obligation bonds	-	1,123,603	-	1,123,603
Proceeds from sale of revenue bonds	1,204,510	-	-	1,204,510
State Revolving Fund loan draws				
Water	6,007,544	-	-	6,007,544
Sewer	-	6,719,473	-	6,719,473
Stormwater Management	-	-	270,346	270,346
Refunding debt service - principal	(1,170,000)	-	-	(1,170,000)
Operating transfers:				
Operating transfers in	1,167,771	1,885,313	-	3,053,084
Operating transfers (out)	(1,890,315)	(2,530,842)	(88,644)	(4,509,801)
Total other financing sources (uses)	5,319,510	7,197,547	181,702	12,698,759
Net change in cash balances	283,513	3,901,658	23,021	4,208,192
Cash balances, beginning of year	3,653,065	841,253	519,852	5,014,170
Cash balances, end of year	\$ 3,936,578	\$ 4,742,911	\$ 542,873	\$ 9,222,362
				(Exhibit A)
Cash basis fund balances:				
Restricted for:				
Debt service	\$ 1,274,631	\$ 645,899	\$ -	\$ 1,920,530
Utility deposits	-	-	394,635	394,635
Unrestricted	2,661,947	4,097,012	148,238	6,907,197
Total cash basis fund balances	\$ 3,936,578	\$ 4,742,911	\$ 542,873	\$ 9,222,362

See accompanying notes to financial statements.

June 30, 2017

 DRAFT**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The City of North Liberty, Iowa is a political subdivision of the State of Iowa located in Johnson County. It was first incorporated in 1913 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council form of government with the Mayor and Council Members elected on a nonpartisan basis. The City provides numerous services to citizens including public safety, public works, health and social services, culture and recreation, community and economic development, utilities and general government services.

A. Reporting Entity and Jointly Governed Organizations

For financial reporting purposes, the City of North Liberty, Iowa has included all funds, organizations, agencies, boards, commissions and authorities. The City has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and 1) the ability of the City to impose its will on that organization or 2) the potential for the organization to provide specific benefits or impose specific financial burdens on the City. The City has no component units which meet the Governmental Accounting Standards Board criteria.

The City also participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is not ongoing financial interest or responsibility by the participating governments. The City and its officials are members of various jointly governed organizations, including the Johnson County Assessors Conference Board, Johnson County Joint E911 Service Board, Metropolitan Planning Organization of Johnson County, East Central Iowa Council of Governments, and the Johnson County Compensation Board.

B. Basis of Presentation

Government-wide Financial Statement - The Cash Basis Statement of Activities and Net Position reports information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from this statement. Governmental activities, which are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for services.

The Cash Basis Statement of Activities and Net Position presents the City's nonfiduciary net position. Net position is reported in the following categories/components:

Nonexpendable restricted net position is subject to externally imposed stipulations which require the cash balance to be maintained permanently by the City. The City has no net position required to be reported in this category.

Expendable restricted net position results when constraints placed on the use of cash balances are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of cash balances that do not meet the definitions of the preceding categories. Unrestricted net position often has constraints on resources imposed by management, which can be removed or modified.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

 **DRAFT**

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Cash Basis Statement of Activities and Net Position demonstrates the degree to which the direct disbursements of a given function are offset by program receipts. Direct disbursements are those clearly identifiable with a specific function. Program receipts include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants, contributions and interest on investments restricted to meeting the operational or capital requirements of a particular function. Property tax and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements - Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor governmental funds.

The City reports the following major governmental funds:

The General Fund is the general operating fund of the City. All general tax receipts and other receipts not allocated by law or contractual agreement to some other fund are accounted for in this fund. From the fund are paid the general operating disbursements, the fixed charges and the capital improvement costs that are not paid from other funds.

Special Revenue:

The Urban Renewal Tax Increment Fund is used to account for urban renewal projects financed by tax increment financing.

The Road Use Tax Fund is used to account for the road use tax allocation from the State of Iowa to be used for road construction and maintenance.

Debt Service:

The Debt Service Fund - General Obligation Debt Fund is utilized to account for the payment of interest and principal on the City's general long-term debt.

The Debt Service Fund - Road Use Tax Bond Reserve Fund is utilized to account for the required reserve fund that must be maintained in accordance with the terms of the City's road use tax revenue bonds.

Capital Projects:

The Capital Projects Fund - Highway 965 Improvements Fund is used to account for improvements to the main arterial highway through the City.

The Capital Projects Fund - Street Capital Projects Fund is used to account for improvements to other streets within the City.

The City reports the following major proprietary funds:

The Water Enterprise Fund accounts for the operation and maintenance of the City's water system.

The Sewer Enterprise Fund accounts for the operation and maintenance of the City's waste water treatment and sanitary sewer system.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

 DRAFT

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus and Basis of Accounting

The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with accounting principles generally accepted in the United States of America.

Under the terms of grant agreements, the City funds certain programs with a combination of specific cost-reimbursement grants, categorical block grants and general receipts. Thus, when program disbursements are paid, there are both restricted and unrestricted cash basis net position available to finance the programs. Generally, it is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants and then with general receipts.

When a disbursement in governmental funds can be paid using either restricted or unrestricted resources, the City's policy is generally to first apply the disbursement toward restricted fund balance and then to less-restrictive classifications - committed, assigned and then unassigned fund balances.

Proprietary funds distinguish operating receipts and disbursements from nonoperating items. Operating receipts and disbursements generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. All receipts and disbursements not meeting this definition are reported as nonoperating receipts and disbursements.

D. Governmental Cash Basis Fund Balances

In the governmental fund financial statements, cash basis fund balances are classified as follows:

Restricted - Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors, or state or federal laws or imposed by law through constitutional provisions or enabling legislation.

Assigned - Amounts the Council intends to use for specific purposes.

Unassigned - All amounts not included in the preceding classifications.

E. Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Other Information. During the year ended June 30, 2017, disbursements in the capital projects function exceeded budgeted amounts. In addition, disbursements in the health and social services function exceeded the original budget amount prior to the budget amendment on May 23, 2017.

F. Property Tax Calendar

The City's property taxes were extended against the assessed valuation of the City as of January 1, 2015, to compute the amounts which became liens on property on July 1, 2016. These taxes were due and payable by the property owners in two installments on September 30, 2016 and March 31, 2017, at the Johnson County Treasurer's Office. These taxes are recognized as income to the City when they are received from the county.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

DRAFT**NOTE 2. CASH AND POOLED INVESTMENTS**

With the exception of \$38,990 in excess of federal depository insurance coverage at a bank not authorized since April 25, 2017 as an official City depository, the City's deposits in banks and credit unions at June 30, 2017 were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

The City is authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

The City does not have any investments that are subject to fair value guidance as set forth in Governmental Accounting Standards Board Statement No. 72, *Fair Value Measurement and Application*.

Interest rate risk - The City's investment policy limits the investment of operating funds (funds expected to be expended in the current budget year or within 15 months of receipt) to instruments that mature within 397 days. Funds not identified as operating funds may be invested in investments with maturities longer than 397 days, but the maturities shall be consistent with the needs and uses of the City.

NOTE 3. BONDS AND NOTES PAYABLE

Annual debt service requirements to maturity for general obligation, road use tax revenue and enterprise fund revenue bonds at June 30, 2017 are as follows:

Year Ending June 30,	General Obligation Bonds		Road Use Tax Revenue Bonds	
	Principal	Interest	Principal	Interest
2018	\$ 3,910,000	\$ 738,100	\$ 115,000	\$ 30,840
2019	4,320,000	646,881	115,000	28,540
2020	4,325,000	557,866	120,000	26,240
2021	4,190,000	467,636	120,000	23,840
2022	3,530,000	380,279	125,000	21,440
2023-2027	12,130,000	817,366	680,000	59,210
2028-2032	1,025,000	37,363	-	-
2033-2037	-	-	-	-
Total	<u>\$ 33,430,000</u>	<u>\$ 3,645,491</u>	<u>\$ 1,275,000</u>	<u>\$ 190,110</u>

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

 **DRAFT**

June 30, 2017

NOTE 3. BONDS AND NOTES PAYABLE (Continued)

Year Ending June 30,	Enterprise Fund Revenue Bonds		Total	
	Principal	Interest	Principal	Interest
2018	\$ 1,698,000	\$ 839,995	\$ 5,723,000	\$ 1,608,935
2019	1,744,000	925,824	6,179,000	1,601,245
2020	1,880,000	896,321	6,325,000	1,480,427
2021	2,619,000	854,795	6,929,000	1,346,271
2022	2,478,000	799,074	6,133,000	1,200,793
2023-2027	13,511,000	3,652,543	26,321,000	4,529,119
2028-2032	15,231,000	1,660,472	16,256,000	1,697,835
2033-2037	16,582,000	492,138	16,582,000	492,138
Total	\$ 55,743,000	\$ 10,121,162	\$ 90,448,000	\$ 13,956,763

General Obligation Urban Renewal Corporate Purpose (Tax Increment Financing) Bonds

The City has issued several general obligation urban renewal corporate purpose (tax increment financing) bonds for the purpose of defraying a portion of the costs of various construction and refurbishment projects within the City's urban renewal districts. Portions of certain other issued general obligation bonds were for the same purposes. The bonds are payable in part or in full from the tax increment financing (TIF) receipts generated by increased property values in the City's TIF districts and which are credited to the Special Revenue - Urban Renewal Tax Increment Fund in accordance with Chapter 403.19 of the Code of Iowa. TIF receipts are generally projected to produce 100 percent of the debt service requirements over the life of the bonds. The proceeds from the sales of the bonds shall be expended only for purposes which are consistent with the plans of the City's urban renewal areas. The bonds are not a general obligation of the City, however, the debt is subject to the constitutional debt limitation of the City. At June 30, 2017, the outstanding balances on these bonds totaled approximately \$22,000,000, which are payable through June 1, 2029. Total interest remaining payable on the bonds at June 30, 2017 was approximately \$2,393,500. During the year, principal and interest paid on these bonds totaled approximately \$6,786,000 and \$440,500, respectively. Tax increment financing receipts during the year were \$4,389,642.

Revenue Bonds

The City has pledged future water customer receipts, net of specified operating disbursements, to repay four outstanding water revenue bond issues totaling \$26,047,000. The bonds were issued between November 2012 and April 2017. Proceeds from the sales of the bonds provided financing for the construction of several water system improvement projects in the City and to refinance the 2008 water revenue bonds. The bonds are payable solely from water customer defined net receipts and are payable through June 2037. Annual principal and interest payments on the bonds are expected to require less than 40 percent of defined net receipts. At June 30, 2017, total principal and interest remaining to be paid on the bonds was \$30,078,789. Principal and interest paid on all bonds, except for refunded principal of \$1,170,000, totaled \$435,000 and \$113,958, respectively. Total defined water operating net receipts during the year were \$1,516,167.

The City has pledged future sewer customer receipts, net of specified operating disbursements, to repay seven sewer revenue bond issues totaling \$37,816,000. The bonds were issued between March 1998 and October 2016. Proceeds from the sales of the bonds provided financing for the construction of and improvements to the waste water treatment plant and for soil quality restoration projects. The bonds are payable solely from sewer customer defined net receipts and are payable through June 2037. Annual principal and interest payments on the bonds are expected to require less than 45 percent of defined net receipts. At June 30, 2017, total principal and interest remaining to be paid on the bonds was \$35,785,373. Principal and interest paid on all bonds, except for refunded principal of \$20,911,000, totaled \$740,000 and \$473,713, respectively. Total defined sewer operating net receipts during the year were \$2,813,475.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

 **DRAFT**

NOTE 3. BONDS AND NOTES PAYABLE (Continued)

The resolutions providing for the issuance of the enterprise fund revenue notes and bonds include the following provisions:

- (a) The notes and bonds will only be redeemed from the future earnings of the enterprise activity and the note and bond holders hold a lien on the future earnings of the funds.
- (b) Sufficient monthly cash transfers shall be made to separate sewer and water revenue sinking accounts for the purpose of making the principal and interest payments when due.
- (c) The provisions of the Water Revenue Refunding Bond Series 2014B require that \$541,255 be set aside into the Water Reserve Fund and maintained until all water revenue bonds of the City have been fully redeemed.

The provisions of the Sewer Revenue Refunding Bond Series 2014A require that \$307,105 be set aside into the Sewer Reserve Fund and maintained until all sewer revenue bonds of the City have been fully redeemed.

- (d) All funds remaining in the sewer rental and water utilities accounts after the payments of all maintenance and operating expenses and required transfers shall be placed in separate water and sewer revenue surplus accounts. These accounts are restricted for the purpose of paying any deficiency in the sinking funds. As long as the sinking funds have the full amount required to be deposited, any balance in the surplus funds may be made available to the City as the Council may from time to time direct.
- (e) User rates shall be established at a level which produces and maintains defined net receipts at the following levels:
 - Water - equal to at least 120% of the average amount that will come due in any fiscal year during the life of the water revenue bond issues and only during years in which water revenue bonds not funded by the State Revolving Fund are outstanding.
 - Sewer - equal to at least 125% of the average amount that will come due in any fiscal year during the life of the sewer revenue bond issues, and equal to at least 125% of the maximum amount that will come due in any fiscal year during the life of the sewer revenue bonds. On and after June 1, 2026, these percentages decrease to 110% for all outstanding sewer revenue bond issues.

As of June 30, 2017, the City did not meet the loan covenant requirement of the water bonds to maintain net revenues at a level not less than 120% of the average debt service of the water bonds. The City met the loan covenant requirement of the sewer bonds as of June 30, 2017.

The City has pledged future road use tax receipts to repay one road use tax revenue bond issue totaling \$1,815,000. The bonds were issued in March 2012. Proceeds from the sale of the bonds provided financing to pay for a portion of the construction costs of the public works/streets department facility. The bonds are payable solely from future road use tax receipts and are payable through June 2027. At June 30, 2017, total principal and interest remaining to be paid on the bonds was \$1,465,110. During the year, principal and interest paid on the bonds totaled \$115,000 and \$33,140, respectively.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

 **DRAFT**

NOTE 3. BONDS AND NOTES PAYABLE (Continued)

Rural Economic Development Loan

During the year ended June 30, 2013, the City received a Rural Economic Development Loan of \$360,000 from Linn County Rural Electric Cooperative Association to provide funds for construction of a portion of the library expansion project. The loan is dated May 8, 2013 and has an interest rate of 0%. The loan is due in annual installments of \$40,000 beginning May 8, 2015, and continuing annually thereafter until final payment on May 8, 2023. There is an annual administrative fee of 1% based on the outstanding principal balance. During the year ended June 30, 2017, \$40,000 was paid on the loan and the balance of the loan at June 30, 2017 was \$240,000.

Annual maturities of the loan at June 30, 2017 are as follows:

Year ending June 30, 2018	\$	40,000
2019		40,000
2020		40,000
2021		40,000
2022		40,000
2023		40,000
	\$	<u>240,000</u>

Early Redemption of Bonds

On April 27, 2017, the City called the General Obligation Corporate Purpose Series 2008B, the General Obligation Corporate Purpose Series 2009A, the General Obligation Corporate Purpose Series 2010A and the General Obligation Corporate Purpose and Refunding Series 2011A bonds for early redemption on June 1, 2017. The bonds were redeemed with a portion of the proceeds of the sale of the General Obligation Corporate Purpose and Refunding Series 2017A bonds. The 2017A bonds have an interest rate of 3.00%. Interest rates on the 2008B, 2009A, 2010A and 2011A bond issues ranged from rates of 2.50% to 4.15%. The refunding reduced total debt service payments through June 1, 2027 by approximately \$123,755, and results in an economic gain (difference between present values of the debt service payments on the old and new debt) of approximately \$121,453.

On April 27, 2017, the City called the Water Revenue Series 2008D bonds for early redemption on June 1, 2017. The bonds were redeemed with a portion of the proceeds of the sale of the Water Revenue Refunding Series 2017C bonds. The 2017C bonds have interest rates ranging from 2.00% to 2.25%. Interest rates on the 2008D bond issue ranged from rates of 2.75% to 4.40%. The refunding reduced total debt service payments through June 1, 2023 by approximately \$67,986, and results in an economic gain (difference between present values of the debt service payments on the old and new debt) of approximately \$65,330.

On May 9, 2017, the City called the Urban Renewal Corporate Purpose Series 2010B bonds for early redemption on June 1, 2017. The bonds were redeemed with a portion of the proceeds of the sale of the Urban Renewal Corporate Purpose and Refunding Series 2017B bonds. The 2017B bonds have interest rates ranging from 2.00% to 2.50%. Interest rates on the 2010B bond issue ranged from rates of 2.00% to 2.75%. The refunding reduced total debt service payments through June 1, 2029 by approximately \$61,716, and results in an economic gain (difference between present values of the debt service payments on the old and new debt) of approximately \$59,711.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017



NOTE 3. BONDS AND NOTES PAYABLE (Continued)

Interest Rate Reduction/Bond Refinancing

On October 7, 2016, the Sewer Revenue Series 2016 bonds were refinanced with the proceeds of the Sewer Revenue Improvement and Refunding Series 2016 bonds. The 2016 refunding bonds provided additional funds of \$1,426,000 for the soil quality restoration project. The 2016 refunding bonds have an interest rate of 1.20%. The interest rate on the refunded bond issue was 1.75%. The refunding reduced total interest payments through June 1, 2037 by approximately \$1,347,000.

NOTE 4. PENSION PLAN

Plan Description - IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at 7401 Register Drive, P.O. Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code Chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits - A regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, anytime after reaching age 62 with 20 or more years of covered employment, or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. These qualifications must be met on the member's first month of entitlement to benefits. Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier based on years of service.
- The member's highest five-year average salary, except members with service before June 30, 2012 will use the highest three-year average salary as of that date will be used if it is greater than the highest five-year average salary.

Protection occupation members may retire at normal retirement age, which is generally age 55. The formula used to calculate a protection occupation member's monthly IPERS benefit includes:

- 60% of average salary after completion of 22 years of service, plus an additional 1.5% of average salary for more than 22 years of service but not more than 30 years of service.
- The member's highest three-year average salary.

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25 percent for each month that the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50 percent for each month that the member receives benefits before age 65.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

 **DRAFT**

NOTE 4. PENSION PLAN (Continued)

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payment.

Disability and Death Benefits - A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or recalculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions - Contribution rates are established by IPERS following the annual actuarial valuation, which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. State statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires that the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2017, pursuant to the required rates, Regular members contributed 5.95% of covered payroll and the City contributed 8.93% of covered payroll, for a total rate of 14.88%. Protection Occupation members contributed 6.56% of covered payroll and the City contributed 9.84% of covered payroll, for a total rate of 16.40%.

The City's contributions to IPERS for the year ended June 30, 2017 were \$508,064.

Net Pension Liability, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2017, the City's liability for its proportionate share of the net pension liability totaled \$3,553,832. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2016, the City's proportion was 0.056470%, which was an increase of 0.004949% from its proportion measured as of June 30, 2015.

For the year ended June 30, 2017, the City's pension expense, deferred outflows of resources and deferred inflows of resources totaled \$519,304, \$1,334,829 and \$642,558, respectively.

There were no non-employer contributing entities to IPERS.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

 **DRAFT**

NOTE 4. PENSION PLAN (Continued)

Actuarial Assumptions - The total pension liability in the June 30, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of Inflation (effective June 30, 2014)	3.00% per annum.
Rates of salary increase (effective June 30, 2010)	4.00% to 17.00%, average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 1996)	7.50%, compounded annually, net of investment expense, including inflation.
Wage growth (effective June 30, 1990)	4.00% per annum, based in 3.00% inflation and 1.00% real wage inflation.

The actuarial assumptions used in the June 30, 2016 valuation were based on the results of actuarial experience studies with dates corresponding to those listed above.

Mortality rates were based on the RP-2000 Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale AA.

The long-term expected rate of return on IPERS' investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Asset Allocation Percentage	Long-Term Expected Real Rate of Return
Core plus fixed income	28%	1.90%
Domestic equity	24	5.85
International equity	16	6.32
Private equity/debt	11	10.31
Real estate	8	3.87
Credit opportunities	5	4.48
U.S. TIPS	5	1.36
Other real assets	2	6.42
Cash	1	(0.26)
Total	100%	

Discount Rate - The discount rate used to measure the total pension liability was 7.50%. The projection of cash flows used to determine the discount rate assumed employee contributions will be made at the contractually required rate and contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, IPERS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on IPERS' investments was applied to all periods of projected benefit payments to determine the total pension liability.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

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NOTE 4. PENSION PLAN (Continued)

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.50%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.50 percent) or 1% higher (8.50 percent) than the current rate:

City's proportionate share of the net pension liability:

1% decrease (6.50%)	\$ 6,378,629
Discount rate (7.50%)	3,553,832
1% increase (8.50%)	1,170,475

IPERS' Fiduciary Net Position - Detailed information about IPERS' fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS' website at www.ipers.org.

NOTE 5. COMPENSATED ABSENCES

City employees accumulate a limited amount of earned but unused vacation and compensatory hours for subsequent use or for payment upon retirement, termination or death. These accumulations are not recognized as disbursements by the City until used or paid. The City's approximate liability for earned vacation and compensatory time payments payable to employees at June 30, 2017, primarily relating to the General Fund, is as follows:

<u>Type of Benefit</u>	<u>Amount</u>
Compensatory time	\$ 44,156
Vacation	309,655
Total	<u>\$ 353,811</u>

This liability has been computed based on rates of pay as of June 30, 2017.

Sick leave is payable when used. It is not paid upon termination, retirement or death. The approximate liability for unused sick leave at June 30, 2017, based on rates of pay as of June 30, 2017, is \$1,158,353.

NOTE 6. SOLID WASTE DISPOSAL CONTRACT

An agreement between the City and Johnson County Refuse for the period July 1, 2014 through June 30, 2019, provides the City and its citizens with solid waste collection and disposal services. The agreement providing for the services includes the following provisions:

- (a) The City shall pay the contractor a monthly charge (\$4.25 through October 11, 2016, amended to \$5.15 after October 11, 2016) for each single and two-family dwelling unit. These fees are for recyclables.
- (b) The fees for non-recyclable wastes are based on the current Iowa City Landfill tipping fee schedule and are subject to change in the event landfill fees increase or decrease.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

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June 30, 2017

NOTE 7. TRANSIT SERVICES CONTRACT

An agreement for the period July 1, 2013 through June 30, 2014, between the City and the City of Coralville, provides the City and its citizens with limited transit services. The agreement providing for these services includes the following provisions:

- (a) The City shall pay the City of Coralville a monthly charge for the operating cost per hour for the number of hours of transit services provided each month.
- (b) The City shall pay the City of Coralville for the amount the City of Coralville pays to Johnson County SEATS for paratransit services provided to citizens of the City of North Liberty.
- (c) All fares collected shall be kept by the City of Coralville.
- (d) The agreement will automatically be renewed on a year-to-year basis unless one party gives notice to the other party no later than November 1 in a given year of its intent to terminate the agreement.

NOTE 8. CONSTRUCTION CONTRACTS

The City has entered into various contracts with construction and engineering services companies totaling approximately \$67,000,000. The unpaid balances at June 30, 2017 totaled approximately \$21,350,000, which will be paid as work on the projects progresses.

NOTE 9. DEFICIT BALANCES

The following capital projects funds had deficit balances at June 30, 2017, because the project and construction costs were incurred prior to availability of funds:

Capital Projects - Penn Street Improvements	\$ 702,053
Capital Projects - Street Capital Projects	869,896
Capital Projects - Land and Facilities	62,495
Capital Projects - Ranshaw House Project	13,668

The following capital reserve account within the General Fund had a deficit balance at June 30, 2017 because project costs were incurred prior to availability of funds:

General Fund - Park Development	\$ 760,335
---------------------------------	------------

The following capital projects account within the Sewer Enterprise Fund had a deficit balance at June 30, 2017 because project and construction costs were incurred prior to availability of funds:

Sewer Capital Projects	\$ 1,194,743
------------------------	--------------

The deficit balances in these capital projects funds and accounts arose because project and construction costs were incurred prior to the availability of funds. These deficits will be eliminated with several sources of funds, but not limited to, proceeds from debt financing, grants, future tax increment financing collections and available funds in the water and sewer enterprise funds and other general City funds.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

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June 30, 2017

NOTE 10. RISK MANAGEMENT

The City of North Liberty is exposed to various risks of loss related to torts, theft, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. These risks are covered by the purchase of commercial insurance. The City assumes liability for any deductibles and claims in excess of coverage limitations. Settled claims from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 11. LEASE COMMITMENTS

The City entered into a lease agreement effective May 1, 2014 to lease commercial space for the City administration offices and Council chambers for the period May 1, 2014 to December 31, 2018. This agreement supersedes a lease agreement for similar facilities for the period from April 1, 2011 to December 31, 2015. The current lease agreement provides for the option to exercise up to four additional extensions of six months each at a rate not to exceed the previous year's rate plus three percent increase per annum. The current lease also provides for additional rent based on the excess of the assessed value of the property over \$1,480,510.

Lease payments are due in six month intervals each January 15 and July 15. Lease expense for the year ended June 30, 2017 was \$181,878, which included additional rent of \$11,135 based on the assessed value of the property.

Future minimum commitments under this lease as of June 30, 2017 are as follows:

Year ending June 30, 2018	\$ 175,836
2019	90,564
	<u>\$ 266,400</u>

NOTE 12. OTHER POST-EMPLOYMENT BENEFITS (OPEB)

The City maintains a fully-insured single-employer health insurance plan for employees, retirees and their qualified beneficiaries. Retirees and their qualified beneficiaries are provided the opportunity to continue health insurance coverage under rules established by law. Employees are eligible to continue coverage when a "qualifying event" would normally result in the loss of eligibility. "Qualifying events" are defined in the City's employee manual. Employees and their beneficiaries are required to pay the full cost for the continuing coverage. Continuing coverage is available until the employees and their beneficiaries attain age 65. The cost of the continuing coverage is the same as the cost for active employees.

The City finances the health insurance plan with Wellmark on a pay-as-you-go basis. The most recent monthly premium costs are \$417 for single coverage, \$758 for employee/dependent coverage, \$817 for employee/spouse coverage and \$1,207 for family coverage. The same monthly premiums apply to retirees. There are 79 active employees and 1 former employee participating in the plan as of June 30, 2017. During the year ended June 30, 2017, the City contributed \$715,481 and plan members contributed \$118,144 to the plan.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

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NOTE 13. STATE REVOLVING FUND INTERIM LOAN

The City obtained an interim financing loan from the Iowa Finance Authority's State Revolving Fund to provide funding for the planning and design phases of the water improvement and expansion project. The Water Revenue Loan and Disbursement Agreement Anticipation Project Note was issued April 11, 2014 in the maximum amount of \$1,350,000 with a maturity date of April 11, 2017. No interest is being charged on the loan. The City received the loan funds prior to June 30, 2016. The loan was paid off on February 24, 2017 with proceeds of the water revenue bonds that were sold.

NOTE 14. CONDUIT DEBT OBLIGATIONS

During the year ended June 30, 2011, the City issued a total of \$2,032,000 of Midwest Disaster Area Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of commercial facilities in the community. The outstanding principal amount on the bonds at June 30, 2017 totaled \$737,769. The bonds are secured by property purchased with the bond proceeds and are payable solely from payments received on the underlying mortgage loans, derived from rents payable by the tenants. The bond principal and interest do not constitute liabilities of the City, and neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the bonds.

NOTE 15. ECONOMIC DEVELOPMENT LOANS

The City entered into two economic development loan agreements with two local business entities during the year ended June 30, 2015. The loan proceeds to these entities are to be used to increase permanent employment opportunities in the City, increase the local property tax base and diversify the City's economic composition. Details of the loan agreements are as follows:

Agreement dated August 26, 2014, with BlendCard, Inc., in the amount of \$25,000. Monthly repayment of \$460 beginning on November 26, 2014, and continuing on the 26th day of each month thereafter until October 26, 2019, on which date the remaining unpaid indebtedness is due in full. Interest at a rate of four percent (4%) per annum is due on the unpaid balance throughout the term of the note. During the year ended June 30, 2017, the City received repayments of \$2,500, of which \$922 was applied to interest on the note and \$1,578 was applied to principal. The balance due on the loan at June 30, 2017 was \$19,693.

Agreement dated November 25, 2014, with Moxie Solar LLC, in the amount of \$25,000. Monthly repayment of \$465 beginning on February 25, 2015, and continuing on the 25th day of each month thereafter until January 25, 2020, on which date the remaining unpaid indebtedness is due in full. Interest at a rate of four percent (4%) per annum is due on the unpaid balance throughout the term of the note. During the year ended June 30, 2017, the City received repayments of \$4,651, of which \$732 was applied to interest on the note and \$3,919 was applied to principal. The balance due on the loan at June 30, 2017 was \$14,997.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

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NOTE 16. INTERFUND AND INTRAFUND TRANSFERS

Transfers generally move resources from the fund statutorily required to collect the resources to the fund statutorily required to disburse the resources, move resources to facilitate the payment of principal and interest on bonds and notes payable, and move resources for the acquisition of major equipment purchases and capital projects.

The detail of interfund transfers for the year ended June 30, 2017 is as follows:

<u>Transfer To</u>	<u>Transfer From</u>	<u>Amount</u>
General Fund	Water Enterprise -	
	Water Operating	\$ 321,329
	Sewer Enterprise -	
	Sewer Operating	321,329
	Stormwater Management	
	Enterprise	35,691
	Special Revenue -	
	Employee Benefits	1,421,427
		<u>2,099,776</u>
Debt Service Fund - General Obligation Debt	Special Revenue -	
	Urban Renewal Tax Increment	3,388,075
	Special Revenue -	
	Road Use Tax	195,395
	Water Enterprise -	
	Water Revenue Sinking	391,215
	Sewer Enterprise -	
	Sewer Revenue Sinking	334,200
		<u>4,308,885</u>
General Fund - Equipment Revolving	Special Revenue -	
	Road Use Tax	190,406
	Stormwater Management	
	Enterprise	22,953
		<u>213,359</u>
Capital Projects - Street Capital Projects	General Fund	25,000
	Special Revenue -	
	Road Use Tax	277,480
	Water Enterprise -	
	Water Operating	10,000
	Sewer Enterprise -	
	Sewer Operating	10,000
	Stormwater Management	
	Enterprise	10,000
		<u>332,480</u>
General Fund - Library Reserve	Capital Projects -	
	Library Expansion	5,354

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

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NOTE 16. INTERFUND AND INTRAFUND TRANSFERS (Continued)

<u>Transfer To</u>	<u>Transfer From</u>	<u>Amount</u>
Sewer Enterprise - Sewer Rental - Capital Reserve	Stormwater Management Enterprise	20,000
		<u>\$ 6,979,854</u>

The detail of intrafund transfers for the year ended June 30, 2017 is as follows:

<u>Transfer To</u>	<u>Transfer From</u>	<u>Amount</u>
General Fund - Fire Equipment Reserve	General Fund	\$ 210,879
General Fund - Recreation Equipment		274,000
General Fund - Park Development		45,796
General Fund - Equipment Revolving		<u>162,067</u>
		<u>692,742</u>
Water Enterprise - Water Revenue Sinking	Water Enterprise - Water Operating	924,685
Water Enterprise - Water Utilities - Capital Reserve		109,877
Water Enterprise - Water Capital Projects		<u>133,209</u>
		<u>1,167,771</u>
Sewer Enterprise - Sewer Rental - Capital Reserve	Sewer Enterprise - Sewer Operating	299,917
Sewer Enterprise - Sewer Revenue Sinking		<u>1,565,396</u>
		<u>1,865,313</u>
		<u>\$ 3,725,826</u>

Total transfers during the year ended June 30, 2017 were as follows:

Interfund transfers	\$ 6,979,854
Intrafund transfers	<u>3,725,826</u>
	<u>\$ 10,705,680</u>

Reconciliation to the financial statements:

	<u>Transfers In</u>	<u>Transfers Out</u>
Governmental funds (Exhibit B)	\$ 7,652,596	\$ 6,195,879
Proprietary funds (Exhibit C)	3,053,084	4,509,801
	<u>\$ 10,705,680</u>	<u>\$ 10,705,680</u>

June 30, 2017

**NOTE 17. LITIGATION**

The City was the defendant in a case brought by a property owner in November 2014 challenging the sanitary sewer easement needed for the construction of a new high school and development of the area. The case was tried during the year ended June 30, 2016, and the court ruled in favor of the City. The plaintiff appealed the court's decision and the City prevailed in the appeal. The plaintiff appealed that decision to the Iowa Supreme Court and the case was transferred to the Court of Appeals. The City believes it will prevail in this appeal of the matter.

NOTE 18. TAX ABATEMENTS

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

City Tax Abatements

The City provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2017, the City abated \$358,065 of property tax under the urban renewal and economic development projects.

Tax Abatements of Other Entities

During the year ended June 30, 2017, there were no agreements entered into by other entities that reduced property tax revenues of the City.

NOTE 19. NEW ACCOUNTING PRONOUNCEMENT

The City adopted the tax abatement disclosure guidance as set forth in Governmental Accounting Standards Board Statement No. 77, *Tax Abatement Disclosures*. The Statement sets forth guidance for the disclosure of information about the nature and magnitude of tax abatements which will make these transactions more transparent to financial statement users. Adoption of the guidance did not have an impact on amounts reported in the financial statements. Information about the City's tax abatements and tax abatements of other entities which impact the City are disclosed in the Notes to Financial Statements.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2017

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NOTE 20. PROSPECTIVE ACCOUNTING CHANGE

The Governmental Accounting Standards Board has issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. This Statement will be implemented for the fiscal year ending June 30, 2018. The revised requirements establish new financial reporting requirements for state and local governments which provide their employees with postemployment benefits other than pensions, including additional note disclosures and required supplementary information.

NOTE 21. SUBSEQUENT EVENTS

The following grant was approved by the City Council after June 30, 2017:

RISE Kansas Avenue Agreement	\$ 3,070,000
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On October 24, 2017, the City Council approved a resolution providing for the reduction of the interest rate on the 2007 sewer revenue bonds from 3.00% to 1.75% effective December 1, 2017. The estimated interest savings of the interest rate reduction is \$325,144.

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OTHER INFORMATION

CITY OF NORTH LIBERTY, IOWA

Budgetary Comparison Schedule of Receipts, Disbursements and Changes in Balances - Budget and Actual (Cash Basis) - All Governmental Funds and Proprietary Funds

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Other Information

Year Ended June 30, 2017

	Governmental Funds Actual	Proprietary Funds Actual	Total
Receipts:			
Property tax	\$ 8,495,238	\$ -	\$ 8,495,238
Tax increment financing	4,389,642	-	4,389,642
Other city tax	335,049	-	335,049
Licenses and permits	389,066	-	389,066
Use of money and property	182,754	1,602	184,356
Intergovernmental	3,353,878	1,893,532	5,247,410
Charges for service	2,556,384	7,755,326	10,311,710
Miscellaneous	355,213	272,670	627,883
Total receipts	20,057,224	9,923,130	29,980,354
Disbursements:			
Public safety	3,177,706	-	3,177,706
Public works	1,788,477	-	1,788,477
Health and social services	103,500	-	103,500
Culture and recreation	3,792,817	-	3,792,817
Community and economic development	1,723,266	-	1,723,266
General government	1,464,069	-	1,464,069
Debt service	5,309,615	-	5,309,615
Capital projects	8,882,559	-	8,882,559
Business type activities	-	18,413,697	18,413,697
Total disbursements	26,242,009	18,413,697	44,655,706
Excess (deficiency) of receipts over under disbursements	(6,184,785)	(8,490,567)	(14,675,352)
Other financing sources, net	8,753,762	12,698,759	21,452,521
Excess (deficiency) of receipts and other financing sources over (under) disbursements and other financing uses	2,568,977	4,208,192	6,777,169
Balances, beginning of year	8,246,445	5,014,170	13,260,615
Balances, end of year	\$ 10,815,422	\$ 9,222,362	\$ 20,037,784

There were no funds of the City not required to be budgeted during the year ended June 30, 2017.

See accompanying independent auditor's report and
accompanying Notes to Other Information.

Budgeted Amounts

Original	Final	Final to Total Variance
\$ 8,518,974	\$ 8,518,974	\$ (23,736)
4,276,891	4,276,891	112,751
208,033	208,033	127,016
715,000	715,000	(325,934)
154,100	154,100	30,256
2,977,653	5,323,674	(76,264)
9,324,497	9,353,497	958,213
81,200	1,000,603	(372,720)
26,256,348	29,550,772	429,582
3,439,598	3,639,982	462,276
1,806,533	2,137,634	349,157
97,500	103,500	-
4,146,528	4,315,558	522,741
1,979,449	1,978,555	255,289
1,534,702	1,558,401	94,332
5,394,872	10,915,728	5,606,113
5,466,000	8,808,000	(74,559)
26,503,154	35,701,233	17,287,536
50,368,336	69,158,591	24,502,885
(24,111,988)	(39,607,819)	24,932,467
25,038,000	37,745,557	(16,293,036)
926,012	(1,862,262)	8,639,431
10,953,400	13,260,615	-
\$ 11,879,412	\$ 11,398,353	\$ 8,639,431

Notes to Other Information - Budgetary Reporting

June 30, 2017

The budgetary comparison is presented in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis following required public notice and hearing for all funds. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures.

Formal and legal budgetary control is based upon nine major classes of disbursements known as functions, not by fund or fund type. These nine functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects and business type activities. Function disbursements are required to be budgeted for all funds. Although the budget document presents function disbursements by fund, the legal level of control is at the aggregated function level, not by fund. During the year, one budget amendment increased budgeted disbursements by \$18,790,255. The budget amendment is reflected in the final budgeted amounts.

During the year ended June 30, 2017, disbursements in the capital projects function exceeded budgeted amounts. In addition, disbursements in the health and social services function exceeded the original budget amount prior to the budget amendment on May 23, 2017.

CITY OF NORTH LIBERTY, IOWA



Schedule of the City's Proportionate Share of the Net Pension Liability
Iowa Public Employees' Retirement System
For the Last Three Years *

Other Information

	2017	2016	2015
City's proportion of the net pension liability	0.056470%	0.051521%	0.046738%
City's proportionate share of the net pension liability	\$ 3,553,832	\$ 2,545,393	\$ 1,853,576
City's total covered-employee payroll			
Regular	\$ 3,964,819	\$ 3,741,181	\$ 3,462,507
Protection occupation	1,263,298	1,143,311	997,332
	<u>\$ 5,228,117</u>	<u>\$ 4,884,492</u>	<u>\$ 4,459,839</u>
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	67.98%	52.11%	41.56%
Plan fiduciary net position as a percentage of the total pension liability	81.82%	85.19%	87.61%

* In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full ten year trend is compiled, the City will present information for those years for which information is available.

See accompanying Independent Auditor's Report and
accompanying Notes to Other Information.

CITY OF NORTH LIBERTY, IOWA



Schedule of City Contributions
Iowa Public Employees' Retirement System
Last Ten Fiscal Years

Other Information

	2017	2016	2015
Statutorily required contribution:			
Regular	\$ 370,005	\$ 354,058	\$ 334,088
Protection occupation	138,059	124,309	115,932
	<u>\$ 508,064</u>	<u>\$ 478,367</u>	<u>\$ 450,020</u>
Contributions in relation to the statutorily required contribution:			
Regular	\$ 370,005	\$ 354,058	\$ 334,088
Protection occupation	138,059	124,309	115,932
	<u>\$ 508,064</u>	<u>\$ 478,367</u>	<u>\$ 450,020</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered-employee payroll:			
Regular	\$ 4,143,396	\$ 3,964,819	\$ 3,741,181
Protection occupation	1,403,042	1,263,298	1,143,311
	<u>\$ 5,546,438</u>	<u>\$ 5,228,117</u>	<u>\$ 4,884,492</u>
Contributions as a percentage of covered-employee payroll:			
Regular	8.93%	8.93%	8.93%
Protection occupation	9.84%	9.84%	10.14%

See accompanying Independent Auditor's Report and
accompanying Notes to Other Information.

2014	2013	2012	2011	2010	2009	2008
\$ 309,202	\$ 285,504	\$ 257,699	\$ 201,757	\$ 178,743	\$ 162,451	\$ 139,246
101,129	95,933	82,283	67,379	59,361	47,957	38,787
<u>\$ 410,331</u>	<u>\$ 381,437</u>	<u>\$ 339,982</u>	<u>\$ 269,136</u>	<u>\$ 238,104</u>	<u>\$ 210,408</u>	<u>\$ 178,033</u>
\$ 309,202	\$ 285,504	\$ 257,699	\$ 201,757	\$ 178,743	\$ 162,451	\$ 139,246
101,129	95,933	82,283	67,379	59,361	47,957	38,787
<u>\$ 410,331</u>	<u>\$ 381,437</u>	<u>\$ 339,982</u>	<u>\$ 269,136</u>	<u>\$ 238,104</u>	<u>\$ 210,408</u>	<u>\$ 178,033</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 3,462,507	\$ 3,293,006	\$ 3,193,298	\$ 2,902,976	\$ 2,687,862	\$ 2,558,279	\$ 2,301,592
997,332	934,112	825,306	677,179	645,230	567,536	457,929
<u>\$ 4,459,839</u>	<u>\$ 4,227,118</u>	<u>\$ 4,018,604</u>	<u>\$ 3,580,155</u>	<u>\$ 3,333,092</u>	<u>\$ 3,125,815</u>	<u>\$ 2,759,521</u>
8.93%	8.67%	8.07%	6.95%	6.65%	6.35%	6.05%
10.14%	10.27%	9.97%	9.95%	9.20%	8.45%	8.47%

CITY OF NORTH LIBERTY, IOWA

Notes to Other Information - Pension Liability



June 30, 2017

Changes of Benefit Terms

Legislation enacted in 2010 modified benefit terms for Regular members. The definition of final average salary changed from the highest three to the highest five years of covered wages. The vesting requirement changed from four years of service to seven years. The early retirement reduction increased from 3 percent per year measured from the member's first unreduced retirement age to a 6 percent reduction for each year of retirement before age 65.

Legislative action in 2008 transferred four groups - emergency medical service providers, county jailers, county attorney investigators and National Guard installation security officers - from Regular membership to the protection occupation group for future service only.

Changes of Assumptions

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25 percent to 3.00 percent.
- Decreased the assumed rate of interest on member accounts from 4.00 percent to 3.75 percent per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL (unfunded actuarial liability) beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

The 2010 valuation implemented the following refinements as a result of a quadrennial experience study:

- Adjusted retiree mortality assumptions.
- Modified retirement rates to reflect fewer retirements.
- Lowered disability rates at most ages.
- Lowered employment termination rates.
- Generally increased the probability of terminating members receiving a deferred retirement benefit.
- Modified salary increase assumptions based on various service duration.

 **DRAFT**

SUPPLEMENTARY INFORMATION

CITY OF NORTH LIBERTY, IOWA
Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -
Governmental Funds - General Fund Detail
(Page 1 of 3)
As of and for the Year Ended June 30, 2017

 **DRAFT**

	General	Recreation Equipment	Park Development	Youth Sports Scholarship	Telecomm- unications Equipment	Tree Program
Receipts:						
Property tax	\$ 6,146,435	\$ -	\$ -	\$ -	\$ -	\$ -
Other city tax:						
Mobile home tax	18,318	-	-	-	-	-
Utility tax replacement excise tax	60,285	-	-	-	-	-
Hotel/motel tax	76,753	-	-	-	-	-
Utility franchise fees	151,234	-	-	-	-	-
	<u>306,590</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Licenses and permits:						
Beer and liquor	13,582	-	-	-	-	-
Cigarette	1,025	-	-	-	-	-
Business/building trades	1,775	-	-	-	-	-
Pet and other	1,704	-	-	-	-	-
Building	370,980	-	-	-	-	-
	<u>389,066</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Use of money and property:						
Interest on investments	31,919	-	-	-	-	-
Rent	150,734	-	-	-	-	-
	<u>182,653</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Intergovernmental:						
Commercial and industrial property tax replacement	274,553	-	-	-	-	-
Police grants	23,826	-	-	-	-	-
Fire department SAFR grant	42,086	-	-	-	-	-
Township fire protection	165,218	-	-	-	-	-
County library contribution	27,113	-	-	-	-	-
Library grants and open access	8,787	-	-	-	-	-
	<u>541,583</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Charges for service:						
Inspection fees	132,329	-	-	-	-	-
Library fees	8,694	-	-	-	-	-
Police service fees	12,880	-	-	-	-	-
Fire department service fees	10,982	-	-	-	-	-
Zoning and subdivision	19,590	-	-	-	-	-
Garbage and recycling fees	636,703	-	-	-	-	-
Recreation charges	884,325	-	-	-	-	-
Rain barrels and compost bins	1,050	-	-	-	-	-
Impact fees	-	-	-	-	-	-
Mowing and snow removal	4,176	-	-	-	-	-
Cemetery plot location fees	190	-	-	-	-	-
Animal control	396	-	-	-	-	-
Maps and photocopy fees	582	-	-	-	-	-
Administrative charges	39,168	-	-	-	-	-
	<u>1,751,065</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>



Library Reserve	Fire Equipment Reserve	Equipment Revolving	Police Equipment Reserve	Police Seized Funds	Impact Fees		Total
					Trans- portation	Storm Water	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,146,435
-	-	-	-	-	-	-	18,318
-	-	-	-	-	-	-	60,285
-	-	-	-	-	-	-	76,753
-	-	-	-	-	-	-	151,234
-	-	-	-	-	-	-	306,590
-	-	-	-	-	-	-	13,582
-	-	-	-	-	-	-	1,025
-	-	-	-	-	-	-	1,775
-	-	-	-	-	-	-	1,704
-	-	-	-	-	-	-	370,980
-	-	-	-	-	-	-	389,066
-	-	-	-	-	-	-	31,919
-	-	-	-	-	-	-	150,734
-	-	-	-	-	-	-	182,653
-	-	-	-	-	-	-	274,553
-	-	-	6,650	-	-	-	30,476
-	-	-	-	-	-	-	42,086
-	-	-	-	-	-	-	165,218
-	-	-	-	-	-	-	27,113
-	-	-	-	-	-	-	8,787
-	-	-	6,650	-	-	-	548,233
-	-	-	-	-	-	-	132,329
-	-	-	-	-	-	-	8,694
-	-	-	15,110	-	-	-	27,990
-	-	-	-	-	-	-	10,982
-	-	-	-	-	-	-	19,590
-	-	-	-	-	-	-	636,703
-	-	-	-	-	-	-	884,325
-	-	-	-	-	-	-	1,050
-	-	-	-	-	790,209	-	790,209
-	-	-	-	-	-	-	4,176
-	-	-	-	-	-	-	190
-	-	-	-	-	-	-	396
-	-	-	-	-	-	-	582
-	-	-	-	-	-	-	39,168
-	-	-	15,110	-	790,209	-	2,556,384

CITY OF NORTH LIBERTY, IOWA
Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -
Governmental Funds - General Fund Detail
(Page 2 of 3)
As of and for the Year Ended June 30, 2017

 **DRAFT**

	General	Recreation Equipment	Park Development	Youth Sports Scholarship	Telecomm- unications Equipment	Tree Program
Receipts: (continued)						
Miscellaneous:						
Refunds and reimbursements	7,637	-	-	-	-	-
Fines and fees	46,207	-	-	-	-	-
Donations/contributions	1,231	1,274	34,908	-	-	1,000
Miscellaneous	90,228	-	-	16,248	-	-
Penalties	104,537	-	-	-	-	-
	<u>249,840</u>	<u>1,274</u>	<u>34,908</u>	<u>16,248</u>	<u>-</u>	<u>1,000</u>
Total receipts	9,567,232	1,274	34,908	16,248	-	1,000
Disbursements:						
Public Safety:						
Police	2,143,271	-	-	-	-	-
Emergency management	17,422	-	-	-	-	-
Fire	495,754	-	-	-	-	-
Building inspections/safety	511,923	-	-	-	-	-
Animal control	9,226	-	-	-	-	-
Total public safety	<u>3,177,596</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Public Works:						
Traffic control and safety	29,795	-	-	-	-	-
Streets	4,666	-	-	-	-	-
Sanitation	619,710	-	-	-	-	-
Transit	156,897	-	-	-	-	-
Total public works	<u>811,068</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Health and social services:						
Social services	<u>103,500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Culture and recreation:						
Library	894,737	-	-	-	-	-
Parks	740,279	-	-	-	-	-
Recreation center	1,274,104	-	-	17,392	-	-
Community center	172,251	-	-	-	-	-
Aquatic center	645,842	-	-	-	-	-
Cemetery	37,212	-	-	-	-	-
Total culture and recreation	<u>3,764,425</u>	<u>-</u>	<u>-</u>	<u>17,392</u>	<u>-</u>	<u>-</u>
Community and economic development:						
Community beautification	-	-	-	-	-	3,000
Economic development	81,500	-	-	-	-	-
Tourism promotion	34,742	-	-	-	-	-
Planning and zoning	333,331	-	-	-	-	-
Telecommunications	261,988	-	-	-	-	-
Total community and economic development	<u>711,561</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,000</u>



Library Reserve	Fire Equipment Reserve	Equipment Revolving	Police Equipment Reserve	Police Seized Funds	Impact Fees		Total
					Trans- portation	Storm Water	
-	-	2,789	-	-	-	-	10,426
-	-	-	-	-	-	-	46,207
10,222	2,000	-	22,670	-	-	-	73,305
-	45	-	5,651	-	-	-	112,172
-	-	-	-	-	-	-	104,537
10,222	2,045	2,789	28,321	-	-	-	346,647
10,222	2,045	2,789	50,081	-	790,209	-	10,476,008
-	-	-	110	-	-	-	2,143,381
-	-	-	-	-	-	-	17,422
-	-	-	-	-	-	-	495,754
-	-	-	-	-	-	-	511,923
-	-	-	-	-	-	-	9,226
-	-	-	110	-	-	-	3,177,706
-	-	-	-	-	-	-	29,795
-	-	-	-	-	-	-	4,666
-	-	-	-	-	-	-	619,710
-	-	-	-	-	-	-	156,897
-	-	-	-	-	-	-	811,068
-	-	-	-	-	-	-	103,500
11,000	-	-	-	-	-	-	905,737
-	-	-	-	-	-	-	740,279
-	-	-	-	-	-	-	1,291,496
-	-	-	-	-	-	-	172,251
-	-	-	-	-	-	-	645,842
-	-	-	-	-	-	-	37,212
11,000	-	-	-	-	-	-	3,792,817
-	-	-	-	-	-	-	3,000
-	-	-	-	-	-	-	81,500
-	-	-	-	-	-	-	34,742
-	-	-	-	-	-	-	333,331
-	-	-	-	-	-	-	261,988
-	-	-	-	-	-	-	714,561

CITY OF NORTH LIBERTY, IOWA

Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -
Governmental Funds - General Fund Detail
(Page 3 of 3)
As of and for the Year Ended June 30, 2017

 **DRAFT**

	General	Recreation Equipment	Park Development	Youth Sports Scholarship	Telecomm- unications Equipment	Tree Program
Disbursements: (continued)						
General government:						
Mayor and council	16,199	-	-	-	-	-
City administration	1,200,880	-	-	-	-	-
Elections	3,218	-	-	-	-	-
Legal services	223,804	-	-	-	-	-
Other general government	19,968	-	-	-	-	-
Total general government	1,464,069	-	-	-	-	-
Capital projects:						
Capital projects	37,051	182,760	1,741,245	-	21,545	-
Total disbursements	10,069,270	182,760	1,741,245	17,392	21,545	3,000
Excess (deficiency) of receipts over (under) disbursements	(502,038)	(181,486)	(1,706,337)	(1,144)	(21,545)	(2,000)
Other financing sources (uses):						
State Revolving Fund loan draws	-	-	945,957	-	-	-
Operating transfers in	2,099,776	274,000	45,796	-	-	-
Operating transfers (out)	(717,742)	-	-	-	-	-
Total other financing sources (uses)	1,382,034	274,000	991,753	-	-	-
Net change in cash balances	879,996	92,514	(714,584)	(1,144)	(21,545)	(2,000)
Cash balances, beginning of year	3,845,054	134,325	(45,751)	56,115	41,300	15,032
Cash balances, end of year	\$ 4,725,050	\$ 226,839	\$ (760,335)	\$ 54,971	\$ 19,755	\$ 13,032
Cash basis fund balances:						
Restricted for:						
Hotel/motel tax	\$ 72,600	\$ -	\$ -	\$ -	\$ -	\$ -
Tree purchases	-	-	-	-	-	5,213
Police	-	-	-	-	-	-
Housing rehabilitation	21,246	-	-	-	-	-
Assigned for:						
Capital equipment purchases	-	225,565	-	-	19,755	-
Street capital projects	-	-	-	-	-	-
Park development	-	-	164,203	-	-	-
Stormwater capital projects	-	-	-	-	-	-
Information technology upgrades	50,000	-	-	-	-	-
Youth scholarships/ recreation capital equipment	-	-	-	54,971	-	-
Unassigned	4,581,204	1,274	(924,538)	-	-	7,819
Total cash basis fund balances	\$ 4,725,050	\$ 226,839	\$ (760,335)	\$ 54,971	\$ 19,755	\$ 13,032

See accompanying independent auditor's report.



Library Reserve	Fire Equipment Reserve	Equipment Revolving	Police Equipment Reserve	Police Seized Funds	Impact Fees		Total
					Trans- portation	Storm Water	
-	-	-	-	-	-	-	16,199
-	-	-	-	-	-	-	1,200,880
-	-	-	-	-	-	-	3,218
-	-	-	-	-	-	-	223,804
-	-	-	-	-	-	-	19,968
-	-	-	-	-	-	-	1,464,069
7,653	311,796	432,592	9,773	-	-	-	2,744,415
18,653	311,796	432,592	9,883	-	-	-	12,808,136
(8,431)	(309,751)	(429,803)	40,198	-	790,209	-	(2,332,128)
-	-	-	-	-	-	-	945,957
5,354	210,879	375,426	-	-	-	-	3,011,231
-	-	-	-	-	-	-	(717,742)
5,354	210,879	375,426	-	-	-	-	3,239,446
(3,077)	(98,872)	(54,377)	40,198	-	790,209	-	907,318
17,943	478,279	167,515	38,420	1,931	1,553,092	42,999	6,346,254
\$ 14,866	\$ 379,407	\$ 113,138	\$ 78,618	\$ 1,931	\$ 2,343,301	\$ 42,999	\$ 7,253,572
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	72,600
-	-	-	-	-	-	-	5,213
-	-	-	-	1,931	-	-	1,931
-	-	-	-	-	-	-	21,246
14,866	379,407	14,362	78,618	-	-	-	732,573
-	-	-	-	-	2,485,776	-	2,485,776
-	-	-	-	-	-	-	164,203
-	-	-	-	-	-	42,999	42,999
-	-	-	-	-	-	-	50,000
-	-	-	-	-	-	-	54,971
-	-	98,776	-	-	(142,475)	-	3,622,060
\$ 14,866	\$ 379,407	\$ 113,138	\$ 78,618	\$ 1,931	\$ 2,343,301	\$ 42,999	\$ 7,253,572

CITY OF NORTH LIBERTY, IOWA

Schedule 2

Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -
Nonmajor Governmental Funds DRAFT

As of and for the Year Ended June 30, 2017

	Special Revenue		Other	
	Employee	Drug Task	Capital	Total
	Benefits	Force	Projects	
Receipts:				
Property tax	\$ 1,342,724	\$ -	\$ -	\$ 1,342,724
Other city tax	17,518	-	-	17,518
Use of money and property	-	95	6	101
Intergovernmental	61,185	7,386	387,600	456,171
Miscellaneous	-	-	8,566	8,566
Total receipts	1,421,427	7,481	396,172	1,825,080
Disbursements:				
Capital projects	-	-	2,069,092	2,069,092
Excess (deficiency) of receipts over (under) disbursements	1,421,427	7,481	(1,672,920)	(244,012)
Other financing sources (uses):				
Proceeds from sale of general obligation bonds	-	-	2,140,200	2,140,200
Operating transfers (out)	(1,421,427)	-	(5,354)	(1,426,781)
Total other financing sources (uses)	(1,421,427)	-	2,134,846	713,419
Net change in cash balances	-	7,481	461,926	469,407
Cash balances, beginning of year	2,545	40,225	(526,905)	(484,135)
Cash balances, end of year	\$ 2,545	\$ 47,706	\$ (64,979)	\$ (14,728)
Cash basis fund balances:				
Restricted for:				
Street capital projects	\$ -	\$ -	\$ 5,688	\$ 5,688
Urban renewal projects	-	-	594,911	594,911
Police capital equipment purchases	-	47,706	-	47,706
Property improvements	-	-	63,116	63,116
Trail projects	-	-	8,529	8,529
Employee benefits	2,545	-	-	2,545
Assigned for:				
Street capital projects	-	-	40,993	40,993
Unassigned	-	-	(778,216)	(778,216)
Total cash basis fund balances	\$ 2,545	\$ 47,706	\$ (64,979)	\$ (14,728)

See accompanying independent auditor's report.

CITY OF NORTH LIBERTY, IOWA

Schedule of Cash Receipts, Disbursements and Changes in Cash Balances - Nonmajor Governmental Funds - Other Capital Projects Funds

 DRAFT

As of and for the Year Ended June 30, 2017

	Ranshaw House Project	TIF Projects	Library Expansion	Penn Street Improvements
Receipts:				
Use of money and property:				
Interest on investments	\$ -	\$ -	\$ 6	\$ -
Intergovernmental:				
Federal grants	-	-	-	387,600
Miscellaneous:				
Donations/contributions	-	-	8,320	-
Miscellaneous	246	-	-	-
Total receipts	246	-	8,326	387,600
Disbursements:				
Capital projects	23,548	-	-	2,044,318
Excess (deficiency) of receipts over (under) disbursements	(23,302)	-	8,326	(1,656,718)
Other financing sources (uses):				
Proceeds from sale of general obligation bonds	-	-	-	2,140,200
Operating transfers (out)	-	-	(5,354)	-
Total other financing sources (uses)	-	-	(5,354)	2,140,200
Net change in cash balances	(23,302)	-	2,972	483,482
Cash balances, beginning of year	9,634	516,252	60,144	(1,185,535)
Cash balances, end of year	\$ (13,668)	\$ 516,252	\$ 63,116	\$ (702,053)
Cash basis fund balances:				
Restricted for:				
Street capital projects	\$ -	\$ -	\$ -	\$ -
Urban renewal projects	-	516,252	-	-
Property improvements	-	-	63,116	-
Trail projects	-	-	-	-
Assigned for:				
Street capital projects	-	-	-	-
Unassigned	(13,668)	-	-	(702,053)
Total cash basis fund balances	\$ (13,668)	\$ 516,252	\$ 63,116	\$ (702,053)

See accompanying independent auditor's report.



I-JOBS Street Projects	Trail Projects	Entryway Development	Economic Development Projects	Land and Facilities	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6
-	-	-	-	-	387,600
-	-	-	-	-	8,320
-	-	-	-	-	246
-	-	-	-	-	396,172
-	-	-	-	1,226	2,069,092
-	-	-	-	(1,226)	(1,672,920)
-	-	-	-	-	2,140,200
-	-	-	-	-	(5,354)
-	-	-	-	-	2,134,846
-	-	-	-	(1,226)	461,926
5,688	8,529	40,993	78,659	(61,269)	(526,905)
\$ 5,688	\$ 8,529	\$ 40,993	\$ 78,659	\$ (62,495)	\$ (64,979)

\$ 5,688	\$ -	\$ -	\$ -	\$ -	\$ 5,688
-	-	-	78,659	-	594,911
-	-	-	-	-	63,116
-	8,529	-	-	-	8,529
-	-	40,993	-	-	40,993
-	-	-	-	(62,495)	(778,216)
\$ 5,688	\$ 8,529	\$ 40,993	\$ 78,659	\$ (62,495)	\$ (64,979)

CITY OF NORTH LIBERTY, IOWA

DRAFTSchedule of Cash Receipts, Disbursements
and Changes in Cash Balances - Proprietary Funds -
Water Enterprise and Sewer Enterprise Funds Detail

As of and for the Year Ended June 30, 2017

Water Enterprise

	Water Operating	Water Revenue Sinking	Water Reserve	Water Utilities- Capital Reserve	Water Capital Projects	Total
Operating receipts:						
Charges for service	\$ 3,314,651	\$ -	\$ -	\$ -	\$ -	\$ 3,314,651
Miscellaneous	9,131	-	-	82,496	-	91,627
Total operating receipts	3,323,782	-	-	82,496	-	3,406,278
Operating disbursements:						
Business type activities	1,807,615	-	-	109,877	5,974,646	7,892,138
Excess (deficiency) of operating receipts over (under) operating disbursements	1,516,167	-	-	(27,381)	(5,974,646)	(4,485,860)
Non-operating receipts (disbursements):						
Interest on investments	821	-	-	-	-	821
Intergovernmental	-	-	-	-	-	-
Debt service	-	(550,958)	-	-	-	(550,958)
Net non-operating receipts (disbursements)	821	(550,958)	-	-	-	(550,137)
Excess (deficiency) of receipts over (under) disbursements	1,516,988	(550,958)	-	(27,381)	(5,974,646)	(5,035,997)
Other financing sources (uses):						
Proceeds from sale of general obligation bonds	-	-	-	-	-	-
Proceeds from sale of revenue bonds	-	1,204,510	-	-	-	1,204,510
State Revolving Fund loan draws	-	-	-	-	6,007,544	6,007,544
Refunding debt service - principal	-	(1,170,000)	-	-	-	(1,170,000)
Operating transfers:						
Operating transfers in	-	924,685	-	109,877	133,209	1,167,771
Operating transfers (out)	(1,499,100)	(391,215)	-	-	-	(1,890,315)
Total other financing sources (uses)	(1,499,100)	567,980	-	109,877	6,140,753	5,319,510
Net change in cash balances	17,888	17,022	-	82,496	166,107	283,513
Cash balances, beginning of year	1,590,281	716,354	541,255	41,727	763,448	3,653,065
Cash balances, end of year	\$ 1,608,169	\$ 733,376	\$ 541,255	\$ 124,223	\$ 929,555	\$ 3,936,578
Cash basis fund balances:						
Restricted for:						
Debt service	\$ -	\$ 733,376	\$ 541,255	\$ -	\$ -	\$ 1,274,631
Unrestricted	1,608,169	-	-	124,223	929,555	2,661,947
	\$ 1,608,169	\$ 733,376	\$ 541,255	\$ 124,223	\$ 929,555	\$ 3,936,578

See accompanying independent auditor's report.



Sewer Enterprise						
Sewer Operating	Sewer Revenue Sinking	Sewer Reserve	Sewer Rental - Capital Reserve	Sewer Capital Projects	Total	
\$ 4,076,710	\$ -	\$ -	\$ -	\$ -	\$ 4,076,710	
1,752	-	-	176,964	-	178,716	
4,078,462	-	-	176,964	-	4,255,426	
1,264,987	-	-	155,255	6,794,190	8,214,432	
2,813,475	-	-	21,709	(6,794,190)	(3,959,006)	
781	-	-	-	-	781	
-	-	-	-	1,893,532	1,893,532	
-	(1,231,196)	-	-	-	(1,231,196)	
781	(1,231,196)	-	-	1,893,532	663,117	
2,814,256	(1,231,196)	-	21,709	(4,900,658)	(3,295,889)	
-	-	-	-	1,123,603	1,123,603	
-	-	-	-	-	-	
-	-	-	-	6,719,473	6,719,473	
-	-	-	-	-	-	
-	1,565,396	-	319,917	-	1,885,313	
(2,196,642)	(334,200)	-	-	-	(2,530,842)	
(2,196,642)	1,231,196	-	319,917	7,843,076	7,197,547	
617,614	-	-	341,626	2,942,418	3,901,658	
3,088,139	338,794	307,105	1,244,376	(4,137,161)	841,253	
\$ 3,705,753	\$ 338,794	\$ 307,105	\$ 1,586,002	\$ (1,194,743)	\$ 4,742,911	
\$ -	\$ 338,794	\$ 307,105	\$ -	\$ -	\$ 645,899	
3,705,753	-	-	1,586,002	(1,194,743)	4,097,012	
\$ 3,705,753	\$ 338,794	\$ 307,105	\$ 1,586,002	\$ (1,194,743)	\$ 4,742,911	

Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -
Nonmajor Proprietary Funds

As of and for the Year Ended June 30, 2017

	Utility Deposits	Stormwater Management	Total
Operating receipts:			
Charges for service	\$ 165,640	\$ 198,325	\$ 363,965
Miscellaneous	-	2,327	2,327
Total operating receipts	165,640	200,652	366,292
Operating disbursements:			
Business type activities	168,785	356,188	524,973
Deficiency of operating receipts under operating disbursements	(3,145)	(155,536)	(158,681)
Other financing sources (uses):			
State Revolving Fund loan draws	-	270,346	270,346
Operating transfers:			
Operating transfers (out)	-	(88,644)	(88,644)
Total other financing sources (uses)	-	181,702	181,702
Net change in cash balances	(3,145)	26,166	23,021
Cash balances, beginning of year	397,780	122,072	519,852
Cash balances, end of year	\$ 394,635	\$ 148,238	\$ 542,873
Cash basis fund balances:			
Restricted for:			
Utility deposits	\$ 394,635	\$ -	\$ 394,635
Unrestricted	-	148,238	148,238
	\$ 394,635	\$ 148,238	\$ 542,873

See accompanying independent auditor's report.

CITY OF NORTH LIBERTY, IOWA

DRAFT

Schedule of Indebtedness

Year Ended June 30, 2017

Obligation	Date of Issue	Interest Rates	Amount Originally Issued
General Obligation (G.O.) Bonds:			
G.O. Sewer Improvement	1/6/98	1.75 %	\$ 1,000,000
G.O. Corporate Purpose	11/15/06	3.60-3.85	570,000
G.O. Corporate Purpose	6/30/08	2.50-3.95	1,940,000
G.O. Corporate Purpose	5/27/09	1.50-4.15	2,425,000
G.O. Corporate Purpose	10/25/10	1.00-2.60	1,730,000
G.O. Urban Renewal Corporate Purpose	10/25/10	2.00-2.75	6,765,000
G.O. Corporate Purpose and Refunding	9/28/11	1.00-2.00	790,000
G.O. Urban Renewal Corporate Purpose	9/28/11	1.50-3.10	5,810,000
G.O. Urban Renewal Library Improvement	11/12/12	0.35-1.70	1,815,000
G.O. Refunding	7/1/13	0.35-2.15	2,540,000
G.O. Corporate Purpose	11/5/13	2.00-2.40	1,425,000
G.O. Urban Renewal Corporate Purpose	11/5/13	2.00-2.40	3,540,000
G.O. Corporate Purpose	10/30/14	2.00	3,090,000
G.O. Corporate Purpose	10/8/15	2.00	9,965,000
G.O. Corporate Purpose and Refunding	4/27/17	3.00	4,435,000
G.O. Urban Renewal Corporate Purpose and Refunding	5/9/17	2.00-2.50	7,980,000
Total			
Rural Economic Development Loan and Grant Program:			
Rural Economic Development Loan	5/8/13	0 %	\$ 360,000
Road Use Tax Revenue Bonds:			
Road Use Tax Series 2012A	3/29/12	2.00-3.00 %	\$ 1,815,000
Utility Revenue Bonds:			
Sewer Revenue Bond Series 1998A	3/23/98	1.75 %	\$ 323,957
Sewer Revenue Bond Series 1998B	3/23/98	1.75	3,769,043
Sewer Revenue Bond Series 2007	8/23/07	3.00	5,271,000
Sewer Revenue Bond Series 2008A	7/30/08	3.00	3,250,000
Sewer Revenue Bond Series 2008C	9/15/08	2.75-4.40	1,550,000
Water Revenue Bond Series 2008D	9/15/08	2.75-4.40	2,350,000
Water Revenue Refunding Bond Series 2012C	11/12/12	0.50-2.00	1,575,000
Sewer Revenue Refunding Bond Series 2014A	4/23/14	2.00-3.00	1,315,000
Water Revenue Refunding Bond Series 2014B	4/23/14	2.00-3.05	1,210,000
Sewer Revenue Bond Series 2016	3/4/16	1.75	20,911,000
Sewer Revenue Improvement and Refunding Bond Series 2016	10/7/16	1.20	22,337,000
Water Revenue Improvement Bond Series 2017	2/24/17	1.75	22,072,000
Water Revenue Refunding Bond Series 2017C	4/27/17	2.00-2.25	1,190,000
Total			
State Revolving Fund Anticipation Project Notes:			
Water Revenue Planning and Design Loan PDDW1432	4/11/14	0 %	\$ 1,350,000

See accompanying independent auditor's report.



Balance Beginning of Year	Issued During Year	Redeemed During Year	Balance End of Year	Interest Paid	Interest Due and Unpaid
\$ 138,000	\$ -	\$ 68,000	\$ 70,000	\$ 1,820	\$ -
70,000	-	70,000	-	2,695	-
495,000	-	495,000	-	19,062	-
1,505,000	-	1,505,000	-	56,565	-
810,000	-	810,000	-	18,485	-
3,555,000	-	3,555,000	-	83,676	-
270,000	-	270,000	-	4,590	-
4,340,000	-	380,000	3,960,000	103,192	-
1,290,000	-	175,000	1,115,000	15,443	-
1,815,000	-	250,000	1,565,000	27,535	-
1,160,000	-	135,000	1,025,000	24,378	-
2,885,000	-	330,000	2,555,000	60,637	-
2,800,000	-	295,000	2,505,000	56,000	-
9,505,000	-	1,285,000	8,220,000	190,100	-
-	4,435,000	-	4,435,000	-	-
-	7,980,000	-	7,980,000	-	-
<u>\$ 30,638,000</u>	<u>\$ 12,415,000</u>	<u>\$ 9,623,000</u>	<u>\$ 33,430,000</u>	<u>\$ 664,178</u>	<u>\$ -</u>
<u>\$ 280,000</u>	<u>\$ -</u>	<u>\$ 40,000</u>	<u>\$ 240,000</u>	<u>\$ -</u>	<u>\$ -</u>
<u>\$ 1,390,000</u>	<u>\$ -</u>	<u>\$ 115,000</u>	<u>\$ 1,275,000</u>	<u>\$ 33,140</u>	<u>\$ -</u>
\$ 69,000	\$ -	\$ 22,000	\$ 47,000	\$ 1,015	\$ -
757,000	-	243,000	514,000	11,121	-
4,391,000	-	114,000	4,277,000	131,730	-
2,037,000	-	141,000	1,896,000	61,110	-
845,000	-	105,000	740,000	35,830	-
1,335,000	-	1,335,000	-	56,605	-
920,000	-	175,000	745,000	14,800	-
1,100,000	-	115,000	985,000	25,135	-
1,035,000	-	95,000	940,000	24,565	-
20,911,000	-	20,911,000	-	-	-
-	22,337,000	-	22,337,000	207,772	-
-	22,072,000	-	22,072,000	17,988	-
-	1,190,000	-	1,190,000	-	-
<u>\$ 33,400,000</u>	<u>\$ 45,599,000</u>	<u>\$ 23,256,000</u>	<u>\$ 55,743,000</u>	<u>\$ 587,671</u>	<u>\$ -</u>
<u>\$ 1,350,000</u>	<u>\$ -</u>	<u>\$ 1,350,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CITY OF NORTH LIBERTY, IOWA

Bond and Note Maturities
(Page 1 of 3)
June 30, 2017

 **DRAFT**

General Obligation Bonds

Year Ending June 30,	Sewer Improvement Issued Jan. 6, 1998		Corporate Purpose Issued Sept. 28, 2011		Library Improvement Issued Nov. 12, 2012		General Obligation Refunding Issued Jul. 1, 2013	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2018	1.75 %	\$ 70,000	1.60 %	\$ 390,000	0.80 %	\$ 180,000	1.10 %	\$ 255,000
2019		-	1.85	400,000	1.00	180,000	1.30	255,000
2020		-	2.10	410,000	1.20	185,000	1.50	260,000
2021		-	2.30	420,000	1.35	185,000	1.75	260,000
2022		-	2.45	435,000	1.55	190,000	1.90	265,000
2023		-	2.60	450,000	1.70	195,000	2.15	270,000
2024		-	2.80	465,000		-		-
2025		-	3.00	485,000		-		-
2026		-	3.10	505,000		-		-
2027		-		-		-		-
2028		-		-		-		-
2029		-		-		-		-
Total		<u>\$ 70,000</u>		<u>\$ 3,960,000</u>		<u>\$ 1,115,000</u>		<u>\$ 1,565,000</u>

General Obligation Bonds

Year Ending June 30,	Corporate Purpose Issued Oct. 8, 2015		Corporate Purpose Issued Apr. 27, 2017		Corporate Purpose Issued May 9, 2017		Total
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount	
2018	2.00 %	\$ 880,000	3.00 %	\$ 680,000	2.00 %	\$ 685,000	\$ 3,910,000
2019	2.00	890,000	3.00	680,000	2.00	1,130,000	4,320,000
2020	2.00	910,000	3.00	610,000	2.00	1,155,000	4,325,000
2021	2.00	920,000	3.00	415,000	2.00	1,180,000	4,190,000
2022	2.00	935,000	3.00	425,000	2.00	445,000	3,530,000
2023	2.00	890,000	3.00	425,000	2.00	455,000	3,550,000
2024	2.00	910,000	3.00	445,000	2.00	460,000	3,170,000
2025	2.00	930,000	3.00	245,000	2.00	470,000	2,465,000
2026	2.00	955,000	3.00	250,000	2.00	480,000	2,190,000
2027		-	3.00	260,000	2.125	495,000	755,000
2028		-		-	2.25	505,000	505,000
2029		-		-	2.50	520,000	520,000
Total		<u>\$ 8,220,000</u>		<u>\$ 4,435,000</u>		<u>\$ 7,980,000</u>	<u>\$ 33,430,000</u>

See accompanying independent auditor's report.

 **DRAFT**

General Obligation Bonds

Corporate Purpose Issued Nov. 5, 2013		Corporate Purpose Issued Nov. 5, 2013		Corporate Purpose Issued Oct. 30, 2014	
Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2.00 %	\$ 135,000	2.00 %	\$ 340,000	2.00 %	\$ 295,000
2.00	140,000	2.00	345,000	2.00	300,000
2.00	140,000	2.00	350,000	2.00	305,000
2.00	145,000	2.00	360,000	2.00	305,000
2.10	150,000	2.10	375,000	2.00	310,000
2.25	155,000	2.25	385,000	2.00	325,000
2.40	160,000	2.40	400,000	2.00	330,000
	-		-	2.00	335,000
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	<u>\$ 1,025,000</u>		<u>\$ 2,555,000</u>		<u>\$ 2,505,000</u>

Rural Economic Development
Loan and Grant Program
Rural Econ. Development
Issued May 8, 2013

Interest Rates	Amount
0.00 %	\$ 40,000
0.00	40,000
0.00	40,000
0.00	40,000
0.00	40,000
0.00	40,000
	-
	-
	-
	-
	-
	<u>\$ 240,000</u>

Road Use Tax
Revenue Bonds

Road Use Tax Rev. Ser. 2012A
Issued Mar. 29, 2012

Interest Rates	Amount
2.00 %	\$ 115,000
2.00	115,000
2.00	120,000
2.00	120,000
2.20	125,000
2.40	130,000
2.60	130,000
2.80	135,000
2.90	140,000
3.00	145,000
	-
	-
	<u>\$ 1,275,000</u>

CITY OF NORTH LIBERTY, IOWA

Bond and Note Maturities
(Page 2 of 3)
June 30, 2017



Enterprise Fund Revenue Bonds						
Year Ending June 30,	Sewer Revenue Series 1998A		Sewer Revenue Series 1998B		Sewer Revenue Series 2007	
	Issued Mar. 23, 1998		Issued Mar. 23, 1998		Issued Aug. 23, 2007	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2018	1.75 %	\$ 23,000	1.75 %	\$ 252,000	3.00 %	\$ 117,000
2019	1.75	24,000	1.75	262,000	3.00	121,000
2020		-		-	3.00	416,000
2021		-		-	3.00	430,000
2022		-		-	3.00	444,000
2023		-		-	3.00	459,000
2024		-		-	3.00	475,000
2025		-		-	3.00	486,000
2026		-		-	3.00	654,000
2027		-		-	3.00	675,000
2028		-		-		-
2029		-		-		-
2030		-		-		-
2031		-		-		-
2032		-		-		-
2033		-		-		-
2034		-		-		-
2035		-		-		-
2036		-		-		-
2037		-		-		-
Total		<u>\$ 47,000</u>		<u>\$ 514,000</u>		<u>\$ 4,277,000</u>

See accompanying independent auditor's report.

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CITY OF NORTH LIBERTY, IOWA

Bond and Note Maturities
(Page 3 of 3)
June 30, 2017



Year Ending June 30,	Enterprise Fund Revenue Bonds					
	Sewer Refunding Series 2014A		Water Refunding Series 2014B		Sewer Improvement Series 2016	
	Issued Apr. 23, 2014		Issued Apr. 23, 2014		Issued Oct. 7, 2016	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2018	2.00 %	\$ 115,000	2.00 %	\$ 95,000	1.20 %	\$ 474,000
2019	2.00	115,000	2.00	100,000	1.20	480,000
2020	2.00	120,000	2.00	100,000	1.20	483,000
2021	2.00	120,000	2.00	100,000	1.20	493,000
2022	2.25	125,000	2.25	105,000	1.20	498,000
2023	2.45	125,000	2.50	105,000	1.20	503,000
2024	2.70	130,000	2.70	110,000	1.20	653,000
2025	3.00	135,000	3.00	110,000	1.20	666,000
2026		-	3.05	115,000	1.20	661,000
2027		-		-	1.20	672,000
2028		-		-	1.20	1,379,000
2029		-		-	1.20	1,612,000
2030		-		-	1.20	1,635,000
2031		-		-	1.20	1,659,000
2032		-		-	1.20	1,683,000
2033		-		-	1.20	1,707,000
2034		-		-	1.20	1,732,000
2035		-		-	1.20	1,757,000
2036		-		-	1.20	1,782,000
2037		-		-	1.20	1,808,000
Total		<u>\$ 985,000</u>		<u>\$ 940,000</u>		<u>\$ 22,337,000</u>

See accompanying independent auditor's report.



Enterprise Fund Revenue Bonds

Water Improvement Series 2017		Water Refunding Series 2017C		
Issued Feb. 24, 2017		Issued Apr. 27, 2017		
Interest Rates	Amount	Interest Rates	Amount	Total
1.75 %	\$ 1,000	2.00 %	\$ 185,000	\$ 1,698,000
1.75	1,000	2.00	190,000	1,744,000
1.75	100,000	2.00	195,000	1,880,000
1.75	800,000	2.25	200,000	2,619,000
1.75	800,000	2.25	210,000	2,478,000
1.75	800,000	2.25	210,000	2,513,000
1.75	800,000		-	2,345,000
1.75	1,278,000		-	2,858,000
1.75	1,304,000		-	2,923,000
1.75	1,330,000		-	2,872,000
1.75	1,357,000		-	2,937,000
1.75	1,384,000		-	2,996,000
1.75	1,412,000		-	3,047,000
1.75	1,440,000		-	3,099,000
1.75	1,469,000		-	3,152,000
1.75	1,498,000		-	3,205,000
1.75	1,528,000		-	3,260,000
1.75	1,559,000		-	3,316,000
1.75	1,590,000		-	3,372,000
1.75	1,621,000		-	3,429,000
	<u>\$22,072,000</u>		<u>\$ 1,190,000</u>	<u>\$ 55,743,000</u>

CITY OF NORTH LIBERTY, IOWA



Schedule of Receipts By Source and Disbursements By Function -
All Governmental Funds

Last Ten Years

	2017	2016	2015	2014
Receipts:				
Property tax	\$ 8,495,238	\$ 7,583,031	\$ 6,861,247	\$ 6,127,781
Tax increment financing	4,389,642	4,509,489	3,918,081	3,518,713
Other city tax	335,049	360,492	341,057	311,708
Licenses and permits	389,066	478,562	552,067	507,326
Use of money and property	182,754	159,353	149,029	143,887
Intergovernmental	3,353,878	3,889,968	2,136,378	2,152,197
Charges for service	2,556,384	1,893,581	2,219,792	1,674,579
Special assessments	-	-	-	1,067
Miscellaneous	355,213	471,339	390,306	647,785
Total	<u>\$ 20,057,224</u>	<u>\$ 19,345,815</u>	<u>\$ 16,567,957</u>	<u>\$ 15,085,043</u>
Disbursements:				
Public safety	\$ 3,177,706	\$ 2,836,301	\$ 2,563,426	\$ 2,315,057
Public works	1,788,477	1,626,565	1,511,077	1,424,544
Health and social services	103,500	105,350	98,207	97,000
Culture and recreation	3,792,817	3,593,454	3,458,203	3,208,940
Community and economic development	1,723,266	1,647,664	1,166,131	898,262
General government	1,464,069	1,591,679	1,537,711	1,293,854
Debt service	5,309,615	4,831,259	4,528,242	4,168,095
Capital projects	8,882,559	8,023,964	4,181,863	5,468,736
Total	<u>\$ 26,242,009</u>	<u>\$ 24,256,236</u>	<u>\$ 19,044,860</u>	<u>\$ 18,874,488</u>

See accompanying independent auditor's report.

<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>
\$ 6,107,502	\$ 5,502,489	\$ 5,314,263	\$ 4,914,385	\$ 3,863,587	\$ 3,093,326
3,228,972	3,301,297	2,737,069	1,389,368	2,822,497	2,660,586
292,566	291,492	287,105	269,844	267,057	196,571
565,465	560,046	475,789	501,169	517,615	482,903
140,675	164,087	177,521	162,861	189,544	180,001
1,767,090	2,264,687	1,617,962	883,561	1,078,608	800,564
1,698,909	1,457,531	1,547,314	1,437,878	1,240,283	1,228,972
1,660	5,051	6,285	9,620	10,383	24,347
302,042	545,227	598,909	299,628	205,944	313,332
<u>\$ 14,104,881</u>	<u>\$ 14,091,907</u>	<u>\$ 12,762,217</u>	<u>\$ 9,868,314</u>	<u>\$ 10,195,518</u>	<u>\$ 8,980,602</u>
\$ 2,144,553	\$ 1,984,061	\$ 1,779,435	\$ 1,682,165	\$ 1,560,255	\$ 1,424,463
1,367,808	1,163,999	1,102,168	1,001,921	1,148,712	1,143,600
135,150	86,000	90,446	56,050	70,600	35,020
2,862,412	2,825,660	2,692,700	2,466,178	2,578,532	2,281,120
1,097,172	1,033,597	927,060	861,398	619,737	576,163
1,250,373	1,133,334	1,048,025	875,271	739,891	842,771
3,952,064	3,844,731	2,956,440	3,050,069	2,823,582	4,219,859
7,091,862	7,854,575	8,901,225	2,891,519	2,058,032	2,797,451
<u>\$ 19,901,394</u>	<u>\$ 19,925,957</u>	<u>\$ 19,497,499</u>	<u>\$ 12,884,571</u>	<u>\$ 11,599,341</u>	<u>\$13,320,447</u>

CITY OF NORTH LIBERTY, IOWA

 DRAFTSchedule 9

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2017

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Agency or Pass-Through Number</u>	<u>Program/ Award Amount</u>	<u>Federal Award Expended</u>
<u>U.S. Department of Justice</u>				
Direct Programs:				
Bulletproof Vest Partnership Program	16.607	2015BUBX15077810	\$ 2,512	\$ 350
Public Safety Partnership and Community Policing Grants	16.710	2014UMWX0153	125,000	34,313
Total U.S. Department of Justice				34,663
<u>U.S. Department of Transportation</u>				
Indirect Programs:				
Passed Through Iowa Department of Transportation:				
Highway Planning and Construction	20.205	STP-U-5557(620)--70-52	837,000	327,300
	20.205	STP-A-5557(619)--86-52	408,000	109,263
				436,563
Passed Through Governor's Traffic Safety Bureau:				
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	PAP 17-402-MOPT	12,000	9,054
	20.601	PAP 16-402-MOPT	9,950	3,194
				12,248
Total U.S. Department of Transportation				448,811
<u>Environmental Protection Agency</u>				
Indirect Programs:				
Passed Through Iowa Finance Authority:				
Capitalization Grants for Drinking Water State Revolving Funds	66.468	FS-87-15-DWSRF-016	22,072,000	7,523,735
<u>U.S. Department of Homeland Security</u>				
Direct Programs:				
Assistance to Firefighters Grant	97.044	EMW-2011-FF-00580	163,318	5,724
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083	EMW-2015-FF-00044	283,024	51,178
Total U.S. Department of Homeland Security				56,902
TOTAL EXPENDITURES OF FEDERAL AWARDS				\$ 8,064,111

See accompanying independent auditor's report and the accompanying
notes to the schedule of expenditures of federal awards.

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2017

NOTE A. BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards ("the Schedule") includes the federal award activity of the City of North Liberty, Iowa, under programs of the federal government for the year ended June 30, 2017. The information in the Schedule is presented in accordance with the requirements of Title 2, U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City of North Liberty, Iowa, it is not intended to and does not present the financial position, changes in financial position or cash flows of the City of North Liberty, Iowa.

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported in the Schedule are reported on the basis of cash receipts and disbursements, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*, or the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE C. INDIRECT COST RATE

The City of North Liberty, Iowa has not elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and
Members of the City Council
City of North Liberty, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of North Liberty, Iowa, as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January __, 2018. Our report expressed unmodified opinions on the financial statements which were prepared on the basis of cash receipts and disbursements, a basis of accounting other than accounting principles generally accepted in the United States of America.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of North Liberty, Iowa's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of North Liberty, Iowa's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of North Liberty, Iowa's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item II-A-17, that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of North Liberty, Iowa's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying Schedule of Findings and Questioned Costs as items II-B-17 and II-C-17. In addition, we noted certain immaterial instances of noncompliance and other matters which are described in Part IV of the accompanying Schedule of Findings and Questioned Costs.

Comments involving statutory and other legal matters about the City of North Liberty, Iowa's operations for the year ended June 30, 2017 are based exclusively on knowledge obtained from procedures during our audit of the financial statements of the City of North Liberty, Iowa. Since our audit was based on tests and samples, not all transactions that might have an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

City of North Liberty, Iowa's Responses to Findings

The City of North Liberty, Iowa's responses to the findings identified in our audit are described in the accompanying Schedule of Findings and Questioned Costs. The City of North Liberty, Iowa's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

We would like to acknowledge the many courtesies and assistance extended to us by personnel of the City of North Liberty, Iowa during the course of our audit. Should you have any questions concerning any of the above matters, we shall be pleased to discuss them with you at your convenience.

Iowa City, Iowa
January __, 2018

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Mayor and
Members of the City Council
City of North Liberty, Iowa

Report on Compliance for Each Major Federal Program

We have audited the City of North Liberty, Iowa's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on the City of North Liberty, Iowa's major federal program for the year ended June 30, 2017. The City of North Liberty, Iowa's major federal program is identified in the Part I of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the City of North Liberty, Iowa's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2, U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of North Liberty, Iowa's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City of North Liberty, Iowa's compliance.

Opinion on Each Major Federal Program

In our opinion, the City of North Liberty, Iowa complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2017.

Report on Internal Control Over Compliance

Management of the City of North Liberty, Iowa is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City of North Liberty, Iowa's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of North Liberty, Iowa's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weakness or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item III-A-17 (2017-001), that we consider to be a significant deficiency.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Iowa City, Iowa
January __, 2018

CITY OF NORTH LIBERTY, IOWA

 **DRAFT**

Schedule of Findings and Questioned Costs

Year Ended June 30, 2017

Part I. Summary of the Independent Auditor's Results:

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness identified?

No

Significant deficiency(ies) identified not considered to be material weaknesses?

Yes

Noncompliance material to financial statements noted?

Yes

Federal Awards

Internal control over major programs:

Material weakness identified?

No

Significant deficiency(ies) identified not considered to be material weaknesses?

Yes

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance, Section 200.515?

Yes

Identification of major program:

CFDA Number

66.468

Name of Federal Program or Cluster

Capitalization Grants
for Drinking Water State
Revolving Funds

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

No

Schedule of Findings and Questioned Costs

Year Ended June 30, 2017

Part II. Current Year Findings Related to the Financial Statements

Internal Control Deficiencies

II-A-17 Segregation of Duties

Criteria - Management is responsible for establishing and maintaining internal control. A good system of internal control provides for adequate segregation of duties so no one individual handles a transaction from its inception to completion. In order to maintain proper internal control, duties should be segregated so the authorization, custody and recording of transactions are not under the control of the same employee. This segregation of duties helps prevent losses from employee error or dishonesty and maximizes the accuracy of the City's financial statements.

Condition - We noted that the individuals that are responsible for recording cash receipts and preparing checks at times fill in at the front desk to cover absences of the staff that regularly work at the front desk. These individuals at times handle cash receipts from utility payments received from citizens. We noted that the person who prepares checks also mails the checks after they have been signed by authorized signers.

Cause - As the City has continued to experience growth and the volume of financial activity has increased, certain procedures have become obsolete due to increased staff workloads. Segregation of certain duties and compensating controls through oversight and processes have not been updated to reflect the need for additional segregation of duties.

Effect - Inadequate segregation of duties could adversely affect the City's ability to prevent, or detect and correct, misstatements, errors or misappropriation on a timely basis by employees in the normal course of performing their assigned functions.

Recommendation - The City should review its control activities to obtain the maximum internal control possible under the circumstances by utilizing current staff and new hires in the future.

Response - Staff will review and update procedures as best applicable to the City's current situation. As additional staff are added, segregation of duties will be monitored as duties are assigned to new hires.

Conclusion - Response accepted.

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2017

 **DRAFT**

Part II. Current Year Findings Related to the Financial Statements (Continued)

Instances of Noncompliance

II-B-17 Deposits and Investments

Criteria - The City is required by Chapter 12C.2 of the Code of Iowa to designate the authorized depositories of the City.

Condition - We noted that the maximum depository amount at a bank was exceeded from April 25, 2017 through June 30, 2017. We noted that this bank was removed from the City's amended depository resolution adopted April 25, 2017. The City had four certificates of deposit at the bank at the time of the amendment of the depository resolution, and through June 30, 2017. In addition, the certificates of deposit totaled \$288,990, which resulted in \$38,990 in excess of federal depository insurance.

Cause - The City erroneously overlooked the certificates of deposit at the bank when preparing the amendment to the depository resolution in April 2017.

Effect - The City's deposits remained at a bank not covered by the amendment to the depository resolution. In addition, the amount in excess of federal depository insurance coverage was at risk of loss.

Recommendation - The City should carefully review all of its bank accounts and certificates of deposit to ensure that all funds are covered by the City's depository resolution.

Response - The City amended the depository resolution on July 25, 2017 to include the bank as an authorized depository of City funds.

Conclusion - Response accepted.

II-C-17 Financial Condition

Criteria - The City is responsible for ensuring that adequate sources of funds are available to ensure the City remains in good financial condition

Condition - The City had deficit balances at June 30, 2017 in four capital projects funds, the Park Development capital reserve account within the General Fund and the Sewer Capital Projects capital projects account within the Sewer Enterprise Fund that arose because project and construction costs were incurred prior to the availability of funds.

Cause - In many cases, the costs of construction projects and activities are expended prior to the availability of certain funds. The City has followed the practice of using available City funds to pay for project and construction costs and then seek grant reimbursements or authorize the sale of bonds to replenish the fund balances. The City should make sure that there are adequate revenues, grants, proceeds from sales of bonds and available City funds to cover the costs of these projects and construction activities.

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2017

 **DRAFT**

Part II. Current Year Findings Related to the Financial Statements (Continued)

Instances of Noncompliance (Continued)

II-C-17 Financial Condition (Continued)

Effect - The City's financial condition may be subject to risk if adequate funding and funds on hand are not available to pay for the costs of these projects as well as other operations of the City.

Recommendation - In many cases, the costs of construction projects and activities are expended prior to the availability of certain funds. The City has followed the practice of using available City funds to pay for project and construction costs and then seek grant reimbursements or authorize the sale of bonds to replenish the fund balances. The City should make sure that there are adequate revenues, grants, proceeds from sales of bonds and available City funds to cover the costs of these projects and construction activities.

Response - These projects will be funded with future proceeds from sales of bonds. These deficits will be eliminated with proceeds of the bond sales.

Conclusion - Response accepted.

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2017

 **DRAFT**

Part III. Current Year Findings and Questioned Costs for Federal Awards

Instances of Noncompliance

No matters were noted.

Internal Control Deficiencies

CFDA Number 66.468: Capitalization Grants for Drinking Water State Revolving Funds

Pass-through Entity Identifying Number: FS-87-15-DWSRF-016

Federal Award Year: 2017

Prior Year Finding Number: N/A

Environmental Protection Agency

Passed Through Iowa Finance Authority

III-A-17 (2017-001)	Segregation of Duties - The City did not properly segregate recording of cash receipts and preparing checks, including those related to federal programs. See item II-A-17.
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CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2017

 **DRAFT**

Part IV. Other Findings Related to Required Statutory Reporting

- IV-A-17 **Certified Budget** - During the year ended June 30, 2017, disbursements in the capital projects function exceeded budgeted amounts. In addition, disbursements in the health and social services function exceeded the original budget amount prior to the budget amendment on May 23, 2017.

Recommendation - The budget should have been amended in accordance with Chapter 384.18 of the Code of Iowa before disbursements were allowed to exceed the budget.

Response - Staff will ensure there is adequate spending authority prior to disbursement of funds.

Conclusion - Response accepted.

- IV-B-17 **Questionable Disbursements** - We noted no disbursements that may not meet the requirements of public purpose as defined in an Attorney General's opinion dated April 25, 1979.

- IV-C-17 **Travel Expenses** - No disbursements of City money for travel expenses of spouses of City officials or employees were noted.

- IV-D-17 **Business Transactions with City Officials and Employees** - We noted no business transactions between the City and City officials or employees during the year ended June 30, 2017.

- IV-E-17 **Bond Coverage** - Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure that the coverage is adequate for current operations.

- IV-F-17 **Publication of Council Minutes** - No transactions were noted from the minutes of the Council meetings that we believe should have been approved by the Council but were not. The minutes of all Council meetings tested for compliance with publication were made within fifteen days as required by Chapter 372.13(6) of the Code of Iowa.

- IV-G-17 **Deposits and Investments** - The maximum depository amount at one of the banks the City is authorized to bank with was exceeded for three days in May 2017. It appears that the maximum depository amount was exceeded due to accumulating funds for the June 1, 2017 payment of principal and interest on the City's outstanding bonds. Also see item II-B-17.

Recommendation - Total deposits on hand at the banks the City is authorized to bank with should be reviewed on a regular basis by appropriate City staff in order to minimize the time that balances at any of the authorized depositories exceed, or are expected to exceed, the maximum depository amounts.

Response - The City's depository resolution was updated on July 25, 2017 to provide coverage for June 1 bond and interest payment requirements.

Conclusion - Response accepted.

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2017

 **DRAFT**

Part IV. Other Findings Related to Required Statutory Reporting (Continued)

IV-H-17 Revenue Bonds and Notes - One of the provisions of the City's water revenue bonds is that the defined net receipts of the water utility must be equal to or exceed 120% of the average annual debt service for the years ending June 30, 2017 through June 30, 2026. We noted that during the year ended June 30, 2017 the defined net receipts was 117.40% of the average annual debt service.

Recommendation - The City should consult with its bond counsel to determine the disposition of this matter.

Response - The City has consulted with bond counsel. Bond counsel and the City's financial advisor are filing the finding.

Conclusion - Response accepted.

IV-I-17 Financial Condition - See item II-C-17.

IV-J-17 Annual Urban Renewal Report - The annual urban renewal report was properly approved and certified to the Iowa Department of Management on or before December 1 and no exceptions were noted.

Resolution No. 2018-01

**RESOLUTION ACCEPTING THE AUDIT REPORT FOR FISCAL YEAR
2017 AS COMPLETED BY WINKEL, PARKER & FOSTER CPA, PC**

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

WHEREAS, Winkel, Parker & Foster CPA, PC has completed the Audit Report for Fiscal Year 2017;

WHEREAS, the City Council has received the City's Audit Report; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of North Liberty, Iowa, that the Audit Report for Fiscal Year 2017 as completed by Winkel, Parker & Foster CPA, PC is accepted.

APPROVED AND ADOPTED this 9th day of January, 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

ICCSD School Property Rezoning





Recommended for
approval by Planning
Commission at their
meeting 12/6/2017.

November 22, 2017

Memo

To: North Liberty Planning Commission
From: Dean Wheatley, Planning Director
Subject: Rezoning Approval Request

(A portion of the Northwest Quarter of the Northwest Quarter of Section 7, Township 80 North, Range 6 West, and a Portion of the Northeast Quarter of the Northeast Quarter of Section 12, Township 80 North, Range 7 West, all of the Fifth Principal Meridian, described as follows:

Auditor's Parcel 2003145, in accordance with the Plat thereof recorded in Plat Book 46 at Page 298 of the Records of the Johnson County Recorder's Office. And also:

Auditor's Parcel #96137, in accordance with the Plat thereof recorded in Plat Book 37 at Page 195 of the Records of the Johnson County Recorder's Office, Excepting therefrom Auditor's Parcel 2003145, in accordance with the Plat thereof recorded in Plat Book 46 at Page 298 of the Records of the Johnson County Recorder's Office.

Said resultant zoning parcel contains 21.59 Acres.)

Your North Liberty city staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Tom Palmer, City Building Official
Scott Peterson, City Attorney
Kevin Trom, City Engineer
Dean Wheatley, Planning Director

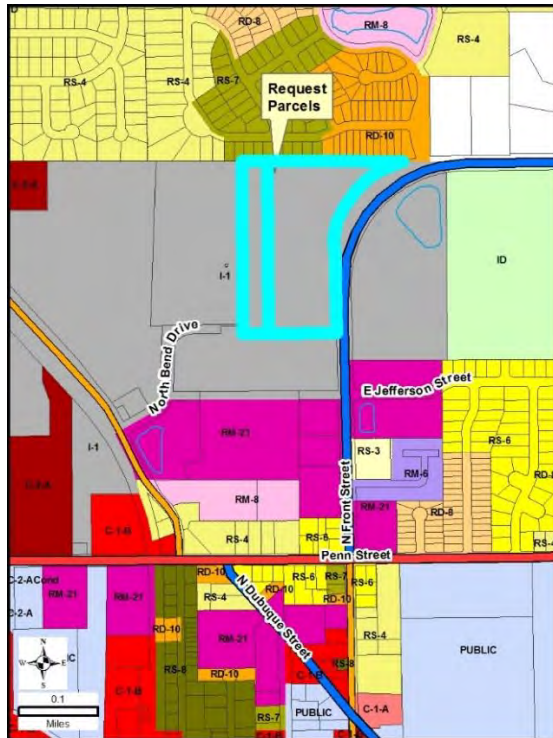
This is a request from the Iowa City Community School District to approve a rezoning from I-1 Industrial to Public for land located between CENTRO manufacturing and N Front Street. A Good Neighbor meeting was held on October 26 to allow any interested party an opportunity to comment on this rezoning prior to submission, and eight people attended. Most were interested in plans and will be notified when a site plan is submitted. Bob and Mary Burns, as well as Jesse Burns, strongly advocated for the extension of North Bend Drive to not curve as shown on the preliminary site plan but to extend straight east to N Front Street. Chuck Deisbach of South Slope also had concerns related to difficulty they have entering and exiting the South Slope driveway, which is where City staff has directed the future alignment of North Bend Drive to terminate. These issues will be addressed during review of the site plan.

This rezoning will provide the correct zoning for an elementary school on the approximately 21.59 acre area, which is currently undeveloped. The nature of the rezoning, for the school, is consistent with the growing need for elementary classroom space close to Cedar Springs, Fox Run, Aspen Ridge, and other neighborhoods in the area.

The Land Use Plan for this area indicates a preference for industrial development, and zoning on three

sides of the site is industrial; however, the area has been in transition for some time and further industrial development is unlikely.

Existing surrounding land uses include the CENTRO manufacturing business to the west, South Slope offices across N Front Street to the east, Cedar Springs residential neighborhood to the north, and undeveloped industrial-zoned land to the south.



Zoning in Area



Aerial Photo



Land Use Plan in Area

Land Use Plan policies related to this request include the following sections, which address the nature of the proposal for a public use.

- In order to maintain a strong economic and social base for North Liberty, growth and diversification are viewed as positive; however, this growth and diversification needs to be accomplished in an orderly, organized and coordinated fashion in order to preserve North Liberty's reputation for having a "small-town" family-friendly atmosphere. The City should pursue projects and guide growth in ways that will preserve and encourage the small city character while accommodating additional, orderly development.
- Develop and implement a cohesive, efficient land use pattern that ensures compatibility, functional relationships, and complementary adjacent activities among land uses.
- Protect property values through logical placement of land uses and streets, through protection of natural features and through strong property maintenance regulations.

- Ensure that public gathering places, schools, and other institutional uses are compatible and complementary to neighboring uses.
- Promote and encourage coordination with the local School Boards regarding anticipated growth and expansion plans for future School facilities.

In rezoning considerations, *suitability* and *compatibility* are key issues in addition to land use policy, while specifics of proposed development are managed through site plan and plat review. Addressing those decision points:

Suitability of Property:

The property is gently rolling and mainly rectangular, utilities are available, arterial street access is adjacent, and there are no known impediments to school development.

Compatibility with Existing and Planned Uses:

The proposal provides for much-needed elementary school capacity near very large North Liberty neighborhoods. Even though property around the site is zoned for light industrial development, the nature of the area is changing and should be reconsidered soon as part of a comprehensive Land Use Plan review and update. Especially if the school rezoning is approved, there will likely be increasing demand for residential development in the future.

Staff recommends approval of the rezoning request.

Ordinance No. 2017-13

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY OWNED BY IOWA CITY COMMUNITY SCHOOL DISTRICT LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE P-PUBLIC ZONING DISTRICT

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

SECTION 1. AMENDMENT. Chapter 167 Zoning Code Definitions of the North Liberty Code of Ordinances (2013) is hereby amended by amending the zoning on property legally described as:

REZONE FROM I-1 TO P

A portion of the Northwest Quarter of the Northwest Quarter of Section 7, Township 80 North, Range 6 West, and a Portion of the Northeast Quarter of the Northeast Quarter of Section 12, Township 80 North, Range 7 West, all of the Fifth Principal Meridian, described as follows:

Auditor's Parcel 2003145, in accordance with the Plat thereof recorded in Plat Book 46 at Page 298 of the Records of the Johnson County Recorder's Office.

And also:

Auditor's Parcel #96137, in accordance with the Plat thereof recorded in Plat Book 37 at Page 195 of the Records of the Johnson County Recorder's Office, Excepting therefrom Auditor's Parcel 2003145, in accordance with the Plat thereof recorded in Plat Book 46 at Page 298 of the Records of the Johnson County Recorder's Office.

Said resultant zoning parcel contains 21.59 Acres.

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

SECTION 3. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on December 21, 2017.
Second reading _____.
Third and final reading _____

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. 2017-13 in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

Automatic Aid Agreement - Fire



AUTOMATIC AID AGREEMENT - FIRE NORTH LIBERTY AND SOLON

Whereas, occasions often arise that overtax the resources available to the North Liberty Fire Department and the Solon/Tri-Township Emergency Response Agency. These entities (or "departments") provide fire protection services and wish to enter into an automatic aid agreement for fire suppression in their respective fire districts.

This agreement provides for an automatic and simultaneous page within the computer aided dispatch system to both departments in the event of an incident that qualifies as a "building fire" within the designated area of their respective fire districts. Within the Solon fire district, the North Liberty Fire Department would respond automatically within Solon box 1 and 4. Within the North Liberty fire district, the Solon/Tri-Township Emergency Response Agency would respond automatically within North Liberty box 1 and 2. The Johnson County Joint Emergency Communications Center has agreed to provide this service.

A formal Mutual Aid Agreement (28E) already exists between the North Liberty Fire Department and the Solon/Tri-Township Emergency Response Agency (as the successor to the Solon Fire Department), as well as other departments in Johnson County, Iowa. All aspects of fire scene operations for an automatic aid call will conform to the conditions outlined in that agreement and standard principles of the National Incident Management System.

In the event of an automatic aid call for the North Liberty Fire Department, the Solon/Tri-Township Emergency Response Agency will directly send resources outlined within the box card specific to the location of the incident. In the event of an automatic aid for the Solon/Tri-Township Emergency Response Agency, the North Liberty Fire Department will directly send resources outlined within the box card specific to the location of the incident.

This agreement shall be in full force and effect upon execution by the parties. The agreement may be amended by agreement of the parties. Either party may withdraw from the agreement by giving thirty (30) days written notice to the other party.

SOLON/TRI-TOWNSHIP EMERGENCY RESPONSE AGENCY



Ryan Hajek, Agency President

Date: 12-12-2017



Bob Sidel, Agency Fire Chief

Date: 12/12/17

CITY OF NORTH LIBERTY, IOWA

By: _____
Terry L. Donahue, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2017; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Resolution No. 2018-02

**A RESOLUTION APPROVING THE AUTOMATIC AID
AGREEMENT BETWEEN SOLON TRI-TOWNSHIP
EMERGENCY RESPONSE AGENCY AND THE CITY OF NORTH
LIBERTY**

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

WHEREAS, the occasions arise that resources are necessary above what the City of North Liberty Fire Department has available; and

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Solon Tri-Township Emergency Response Agency is approved for Automatic Aid.

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

APPROVED AND ADOPTED this 9th day of January, 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

Forevergreen Road Project



Return to and Prepared by

Form 634029 (03-17)

PURCHASE AGREEMENT

Parcel Number: 22 County: Johnson

Project Number: IMN-380-6(344)2--0E-52 Route Number: 380

Seller: Roberta R. Berdo (formerly known as Roberta Schenk) and Thomas H. Berdo, wife and husband

THIS AGREEMENT entered into this _____ day of _____, _____ by and between, Seller and Iowa Department of Transportation, acting for City of North Liberty, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: Part of Lot 6 in Chipman's Third Subdivision, in the City of North Liberty, in the County of Johnson, State of Iowa, and more particularly described on page 5 including the following buildings, improvements and other property:
- All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.
2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below:

Payment Amount	Agreed Performance		Date of Performance		
\$4,400.00	On conveyance of title		60 days after Buyer approval		
\$0.00	On surrender of possession		Immediate		
	On possession and conveyance				
\$4,400.00	Total Lump-Sum Amount				

Breakdown	Ac/Sq. Ft.				
Land by fee title	N/A		Fence	N/A	rods woven
Underlying fee title	N/A		Fence	N/A	rods barbed
Permanent easement to Utilities of Record for utility purposes	632	sq. ft.			

3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 319-626-5700.
4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title.
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to _____ an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except (none).
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
14. The Sellers grant to the Buyer temporary easement for the purpose of shaping and constructing an entrance. The Right-of-Way Design Plot Plan, attached as a page 4 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
15. Buyer agrees to construct a type "C" entrance at Sta. 331+55


It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

X Roberta R. Berdo
Roberta R. Berdo
1340 W Forevergreen Rd.
North Liberty, IA 52317

X Thomas H. Berdo
Thomas H. Berdo

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> }	<input checked="" type="checkbox"/> INDIVIDUAL
COUNTY OF <u>Johnson</u> } ss:	<input type="checkbox"/> CORPORATE
On this <u>12th</u> day of <u>December</u> A.D. <u>2017</u>	Title(s) of Corporate Officer(s):
before me, the undersigned, a notary public in and for said state, personally appeared <u>Roberta R. Berdo and Thomas H. Berdo</u>	
<input type="checkbox"/> to me personally known; or	
<input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	<input type="checkbox"/> Corporate Seal is affixed
<u>Zach D. Engstrom</u> (Sign in ink)	<input type="checkbox"/> No Corporate Seal procured
<u>Zach D. Engstrom</u> (Print/type name)	<input type="checkbox"/> Limited Partnership
Notary Public in and for the State of <u>Iowa</u>	<input type="checkbox"/> General Partnership
My commission expires <u>August 10, 2018</u>	<input type="checkbox"/> ATTORNEY-IN-FACT
(NOTARIAL SEAL)	<input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s)
	<input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s)
	<input type="checkbox"/> Other:
	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)

BUYER'S APPROVAL	
Recommended by (Sign in ink): X <u>Scott Henning</u>	(Date) <u>12-10-2017</u>
(Printed Name): Scott Henning	
Approved by (Sign in ink): X _____	(Date)
(Printed Name): Terry Donahue	

BUYER'S ACKNOWLEDGEMENT	
STATE OF IOWA }	
COUNTY OF JOHNSON } ss:	
On this _____ day of _____, before me, the undersigned, personally appeared <u>Terry Donahue</u> known to me to be Mayor of the City of North Liberty and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said Terry Donahue acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.	
(NOTARIAL SEAL)	Notary Public in and for the State of Iowa


5238001016\row\52380344.sed 22

OWNER: ROBERTA RENEE BERDO & THOMAS H BERDO


SCALE: 1" = 100'

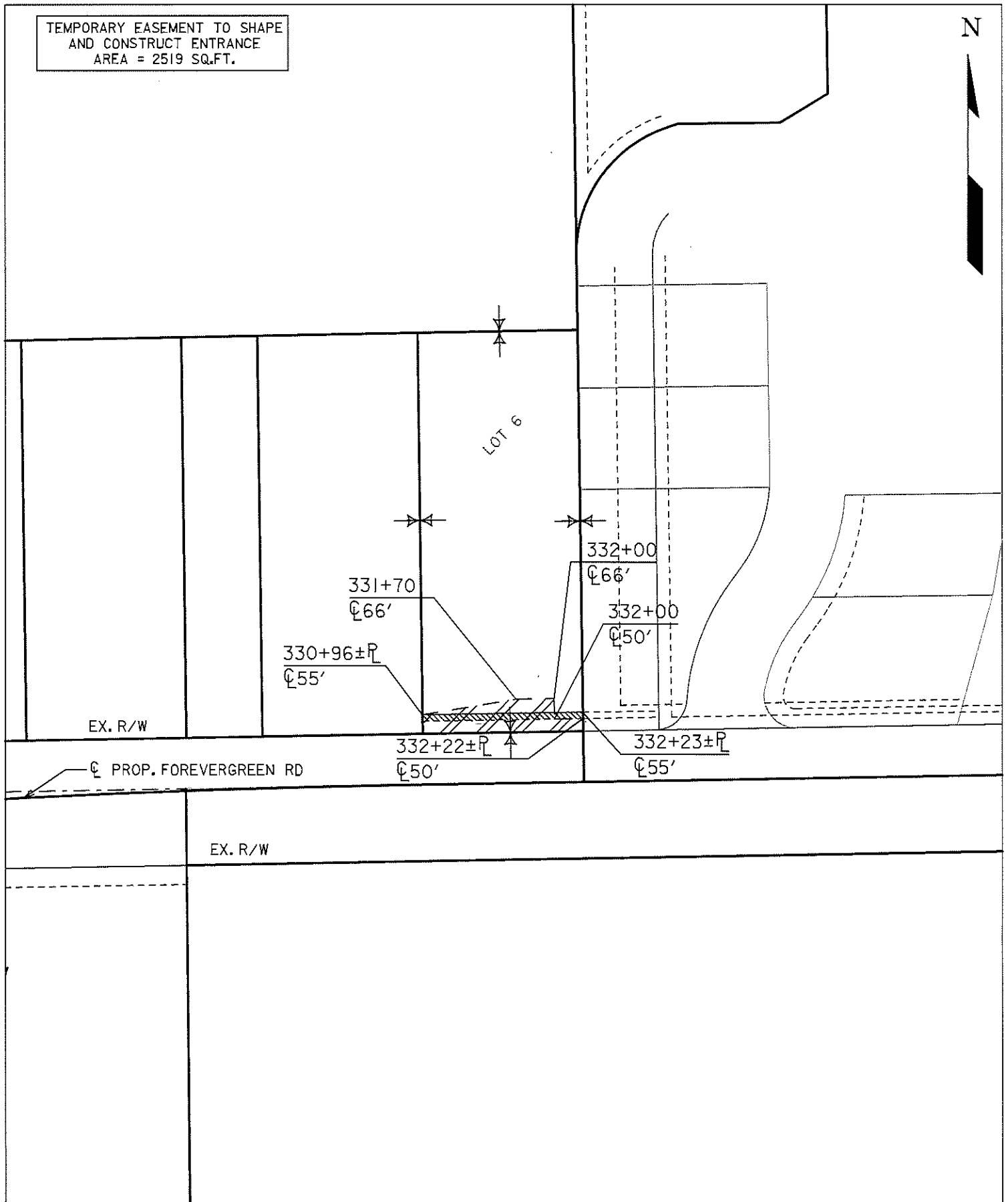
LEGEND

W.D. OR EASEMENT LINE: _____

ACCESS LOCATION POINT: 

PROPERTY LINE: _____





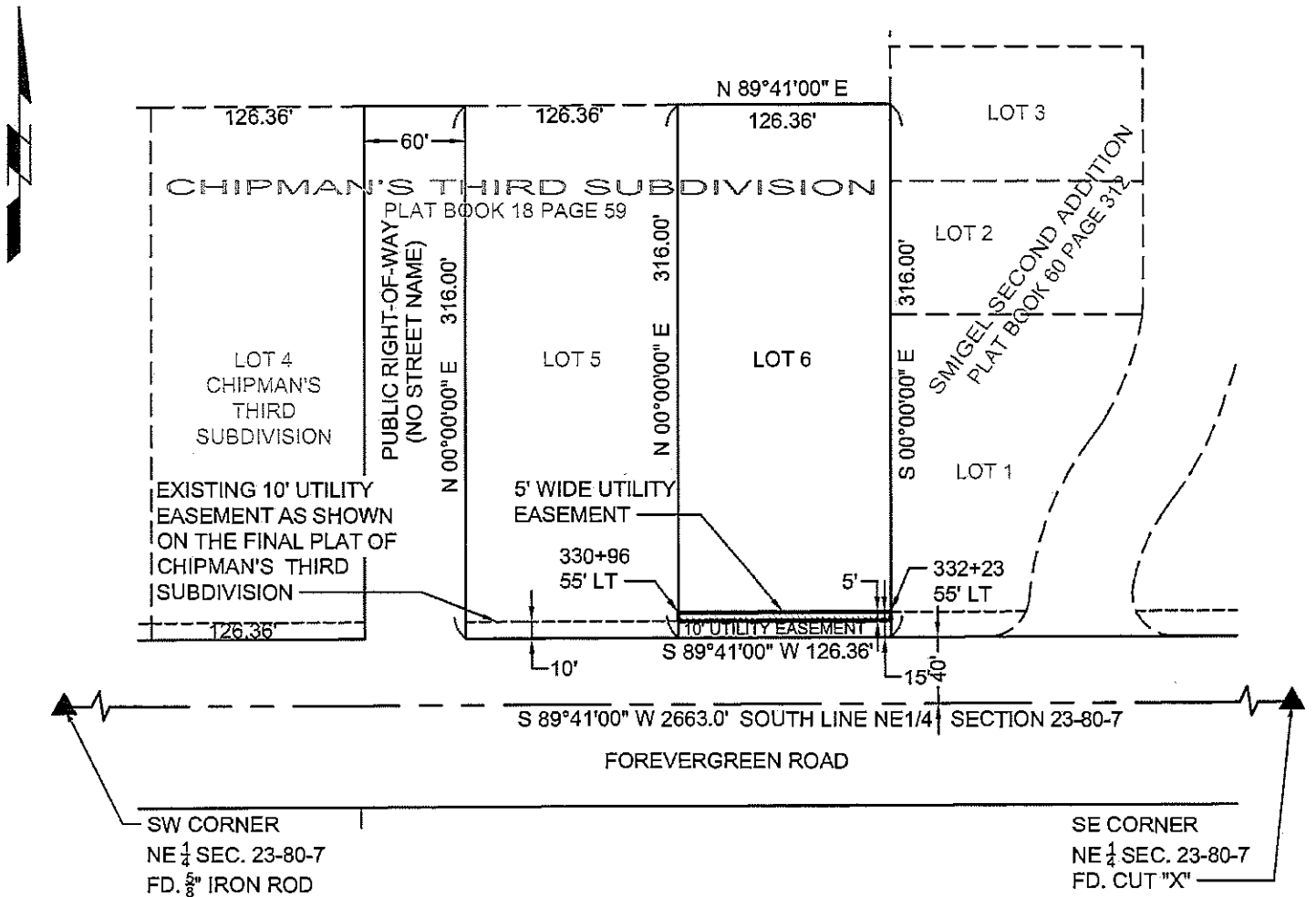
COUNTY: JOHNSON PROJECT NO.: 1MN-380-6(344)2--OE-52

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY JOHNSON STATE CONTROL NO. _____
PROJECT NO. IMN-380-6(344)2-OE-52 PARCEL NO. 22
SECTION 23 TOWNSHIP 80 NORTH RANGE 7 WEST
ROW-FEE _____ AC, EASE 632 square feet* AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE

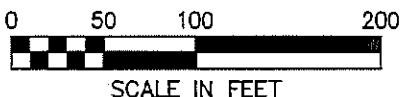
ACQUIRED FROM _____

* ACQUIRED IN THE NAME OF UTILITIES OF RECORD.



ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE
TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.	
	SIGNATURE _____	_____
	NAME: <u>JONATHON BAILEY</u>	_____
	DATE: <u>5/10/17</u>	LICENSE NUMBER: <u>12531</u>
	MY LICENSE RENEWAL DATE IS: <u>DECEMBER 31, 2018</u>	
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____		
THIS SHEET _____		



DATE DRAWN APRIL 29, 2017

SCALE 1" = 100'

Return to and Prepared by

Form 634029 (03-17)

PURCHASE AGREEMENT

Parcel Number: 15 County: Johnson

Project Number: IMN-380-6(344)2--0E-52 Route Number: 380

Seller: Matthew W. Moeller and Sylwia Moeller (formerly known as Sylwia Szemplinska), husband and wife

THIS AGREEMENT entered into this _____ day of _____, _____ by and between, Seller and Iowa Department of Transportation, acting for City of North Liberty, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: Part of Lot 2 of Chipman's Fourth Subdivision, in the City of North Liberty, in the County of Johnson, State of Iowa, and more particularly described on page 5-6 including the following buildings, improvements and other property:
- All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.
2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below:

Payment Amount	Agreed Performance		Date of Performance		
\$12,240.00	On conveyance of title		60 days after Buyer approval		
\$0.00	On surrender of possession		Immediate		
	On possession and conveyance				
\$12,240.00	Total Lump-Sum Amount				

Breakdown		Ac/Sq. Ft.			
Land by fee title	N/A		Fence	N/A	rods woven
Underlying fee title	N/A		Fence	N/A	rods barbed
Permanent easement to Utilities of Record for utility purposes	5039	sq. ft.			
Permanent easement to City of North Liberty for storm sewer work	3864	sq. ft.			

3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 319-626-5700.
4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title.
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to _____ an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except (none).
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
14. The Sellers grant to the Buyer temporary easement for the purpose of shaping and constructing an entrance. The Right-of-Way Design Plot Plan, attached as a page 4 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
15. Buyer agrees to construct a type "C" entrance at Sta. 319+88.8


It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

X Matthew Moeller
Matthew W. Moeller
1650 W Forevergreen Rd.
North Liberty, IA 52317

X Sylvia Moeller
Sylvia Moeller

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> }	<input checked="" type="checkbox"/> INDIVIDUAL
COUNTY OF <u>Johnson</u> } ss:	<input type="checkbox"/> CORPORATE
On this <u>27th</u> day of <u>December</u> A.D. <u>2017</u>	Title(s) of Corporate Officer(s):
before me, the undersigned, a notary public in and for said state, personally appeared <u>Matthew Moeller and Sylvia Moeller</u>	
<input type="checkbox"/> to me personally known; or	<input type="checkbox"/> Corporate Seal is affixed
<input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	<input type="checkbox"/> No Corporate Seal procured
<u>Zach D. Engstrom</u> (Sign in ink)	<input type="checkbox"/> Limited Partnership
<u>Zach D. Engstrom</u> (Print/type name)	<input type="checkbox"/> General Partnership
Notary Public in and for the State of <u>Iowa</u>	<input type="checkbox"/> ATTORNEY-IN-FACT
My commission expires <u>August 10, 2018</u>	<input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s)
(NOTARIAL SEAL)	<input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s)
	<input type="checkbox"/> Other:
	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)

BUYER'S APPROVAL	
Recommended by (Sign in ink): X <u>Scott Henning</u>	(Date) <u>12-27-2017</u>
(Printed Name): <u>Scott Henning</u>	
Approved by (Sign in ink): X _____	(Date) _____
(Printed Name): <u>Terry Donahue</u>	
BUYER'S ACKNOWLEDGEMENT	
STATE OF IOWA }	
COUNTY OF JOHNSON } ss:	
On this _____ day of _____, before me, the undersigned, personally appeared <u>Terry Donahue</u> known to me to be Mayor of the City of North Liberty and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said Terry Donahue acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.	
(NOTARIAL SEAL)	Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
PLOT PLAN

52380010161row\52380344.sed 15

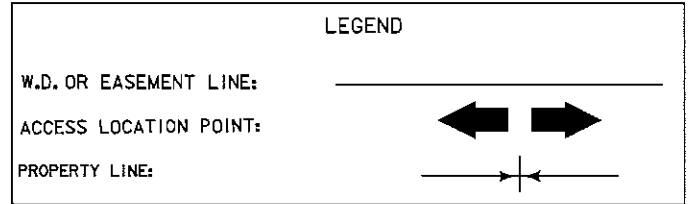
PARCEL NO.: 15

OWNER: MATTHEW W. MOELLER & SYLWIA SZEMPLINSKA

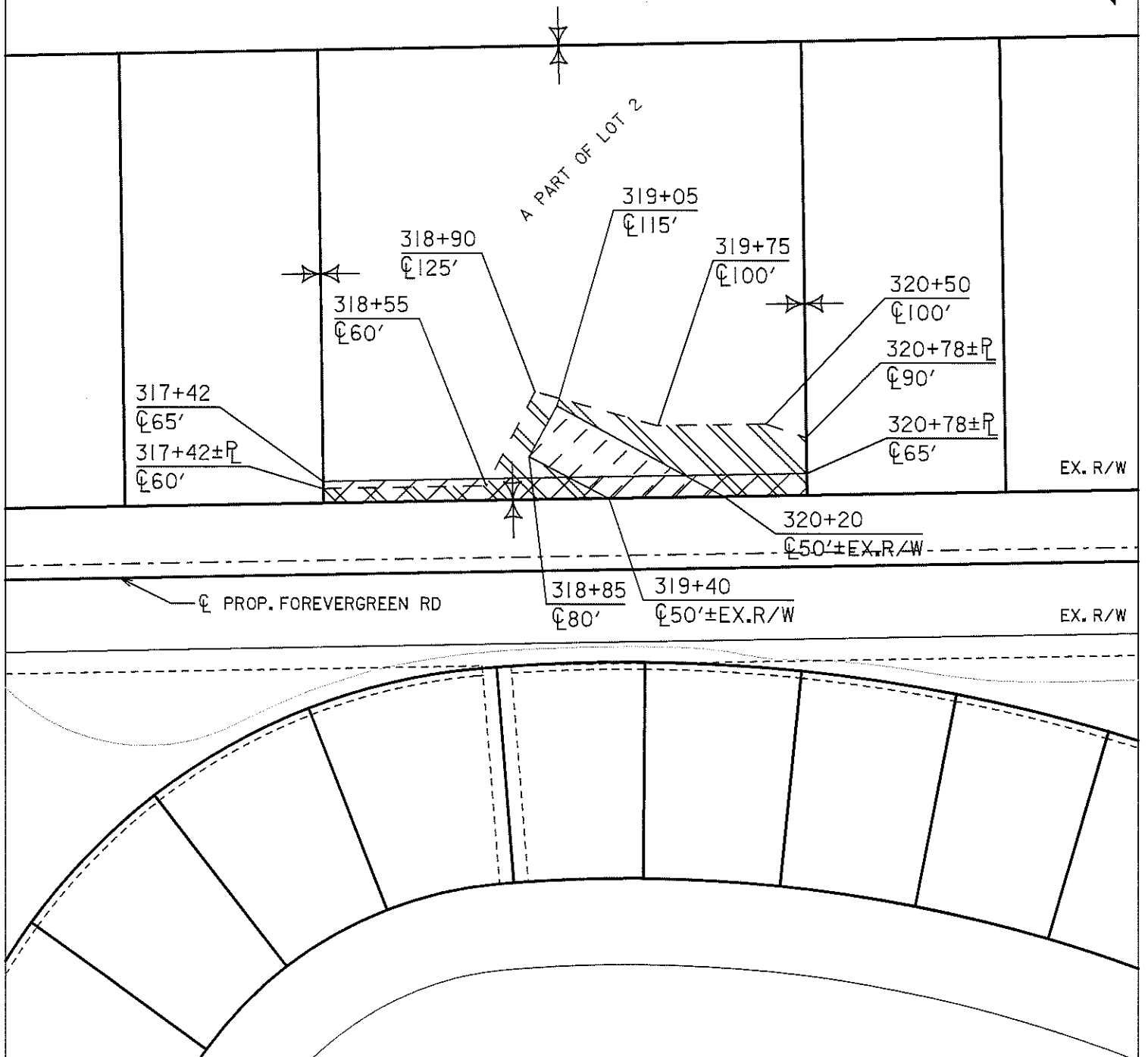
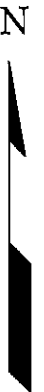
SECTION: 23 T 80 N-R 07 W.

SCALE: 1"= 100'

CITY OF NORTH LIBERTY
LOT 2 OF CHIPMAN'S 4TH SUB.



TEMPORARY EASEMENT TO SHAPE
AND CONSTRUCT ENTRANCE
AREA = 9091 SQ.FT.



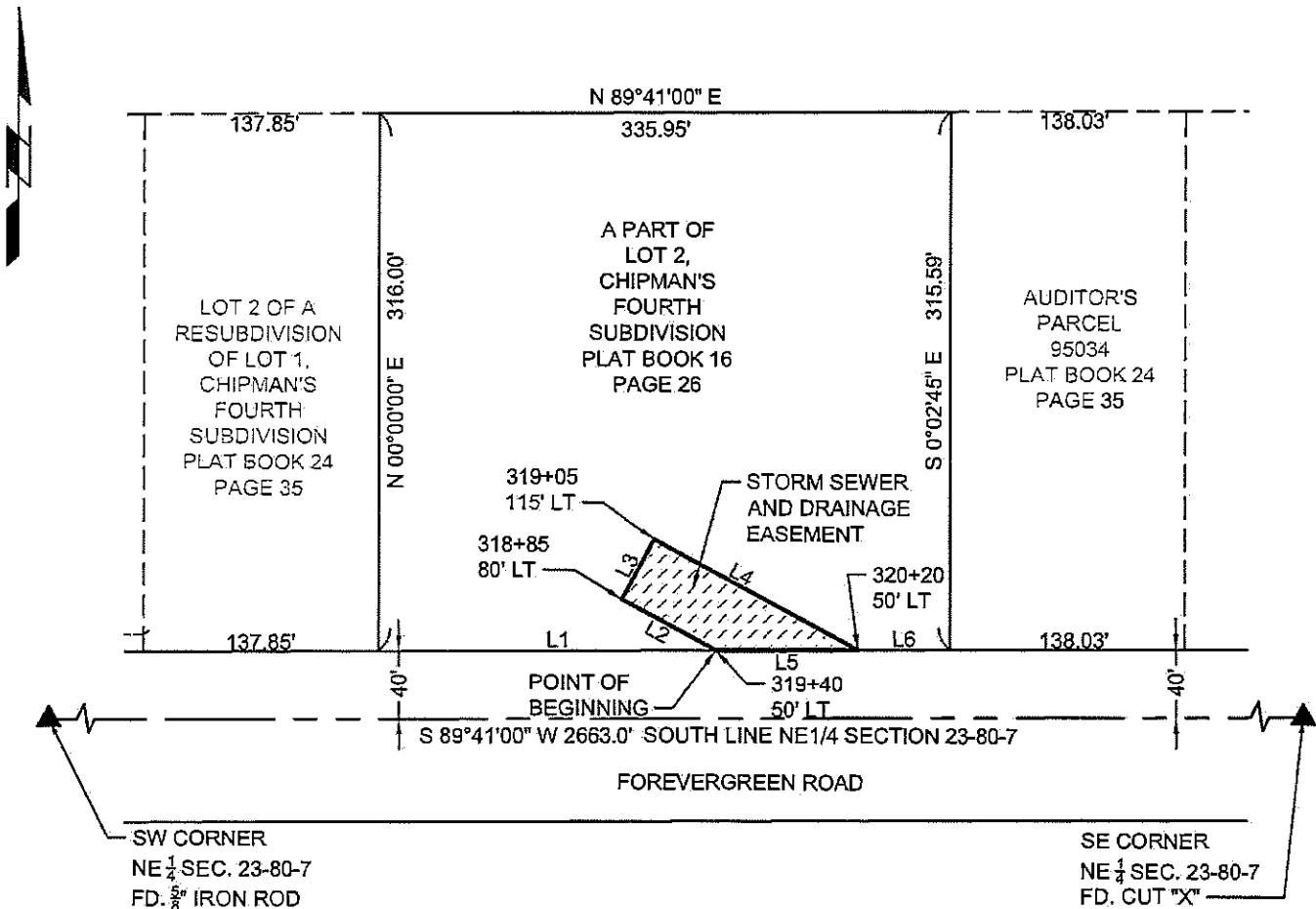
COUNTY: JOHNSON PROJECT NO.: IMN-380-6(344)2--OE-52

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "C"

COUNTY JOHNSON STATE CONTROL NO. _____
PROJECT NO. IMN-380-6(344)2-OE-52 PARCEL NO. 15
SECTION 23 TOWNSHIP 80 NORTH RANGE 7 WEST
ROW-FEE _____ AC, EASE 3864 square feet* AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____

ACQUIRED FROM _____

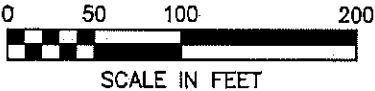
* STORM SEWER AND DRAINAGE EASEMENT ACQUIRED IN THE NAME OF THE CITY OF NORTH LIBERTY, IOWA.



LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N 89°41'00" E	198.44'	L5	S 89°41'00" W	83.60'
L2	N 61°43'52" W	62.89'	L6	N 89°41'00" E	53.91'
L3	N 28°16'08" E	40.00'			
L4	S 61°43'52" E	136.30'			

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.	
	SIGNATURE: _____	NAME: <u>JONATHON BAILEY</u>
	DATE: <u>5/25/17</u>	LICENSE NUMBER: <u>12531</u>
	MY LICENSE RENEWAL DATE IS: <u>DECEMBER 31, 2018</u>	
	PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____ THIS SHEET: _____	



DATE DRAWN MAY 3, 2017 Revised May 25, 2017 SCALE 1" = 100'

ADMINISTRATIVE SETTLEMENT DETERMINATION

Parcel Number: 15 County: Johnson
Project Number: IMN-380-6(344)2—0E-52 Negotiator: Zach Engstrom
Name: Matthew Moeller and Sylwia Moeller

Offer to Purchase	\$10,240.00	Proposed Settlement	\$12,240.00	Variance	\$2,000.00
				%	19.53
APPRAISALS:					
Appraiser	Date	Before	After	Acquisition	Add'l by Negotiator (Fence, etc) Office to Purchase
1. Daniel W. Dvorak	8/11/17			\$10,240.00	\$10,240.00
2. Nelson J. Jerabek				\$0.00	\$0.00

REASONS FOR SETTLEMENT: (check those applicable)

- ☐ The variance is based upon detailed estimates from outside sources (cc's attached).
- ☒ The variance is substantial. Settlement is justified as follows:

☐ 1. The settlement is within the approved range as shown in the Acquisition Manual.

☒ 2. Items of damage not considered in approved appraisal.

☐ 3. Appraisal adjusted for time in accord with instruction from reviewer.

☒ 4. Recent experience in eminent domain actions.

☐ 5. All available appraisals (including landowner's.)

☐ 6. Difference of opinion as to highest and best use.

☐ 7. Extremely complex valuation problem.

☒ 8. Estimate of condemnation cost considered in conjunction with above items.

☐ 9. Other

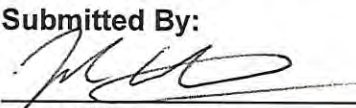
DETAILED EXPLANATION OF ALL ITEMS CHECKED:

The subject property is located on W Forevergreen Rd. in a subdivision on the west side of North Liberty. The site is improved with a single-family residence, but will not be affected by the project. A 3,864 sq. ft. permanent easement to North Liberty for storm sewer work and a 5,039 sq. ft. permanent easement to utilities of record for burying utility lines are required for the project; with compensation totaling \$1,437 and \$1,873, respectively. In addition to the permanent easements, \$2,090 for temporary easements and \$4,840 for the loss of site improvements are included in the appraised compensation for a total of \$10,240.

As noted in the appraisal, the owner will lose multiple trees along the creek to the south of the residence (damages are referred to as "loss of site improvements"). The appraised damages for loss of site improvements are based off of replacement costs for 10 ft. trees, and the large trees within the acquisition area are in excess of 10 ft. Because the large trees provide a significant site and noise barrier, a negotiated increase of \$2,000 is included for loss of site improvements.

This settlement is being made considering the costs of condemnation proceedings and is being made in the best interest of the State of Iowa, City of North Liberty, and public.


Submitted By:



12-28-17

Acquisition Agent
Zach Engstrom

Date



12-28-2017

Project Agent
Mark Holm

Date

Approved By:

City of North Liberty Approval

Date

Ryan Heiar

Staff Action Required ☐ yes ☒ no

Resolution No. 2018-03

**A RESOLUTION APPROVING PURCHASE AGREEMENTS FOR
THE FOREVERGREEN ROAD PROJECT (PROJECT: IMN-380-
6(344)2—OE-52)**

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

WHEREAS, the City Council has been presented with Purchase Agreement for the acquisition of properties for the Forevergreen Road Project; and

WHEREAS, the properties that will be purchased by the Iowa DOT as a part of the project are summarized in the following table:

Owner	Amount
Roberta R. Berdo & Thomas H. Berdo	\$ 4,400.00
Matthew W. Moeller & Sylwia Moeller	\$12,240.00

NOW, THEREFORE, BE IT RESOLVED that that the Purchase Agreements for the Forevergreen Road Project are authorized and approved.

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

APPROVED AND ADOPTED this 9th day of January, 2017.

CITY OF NORTH LIBERTY:

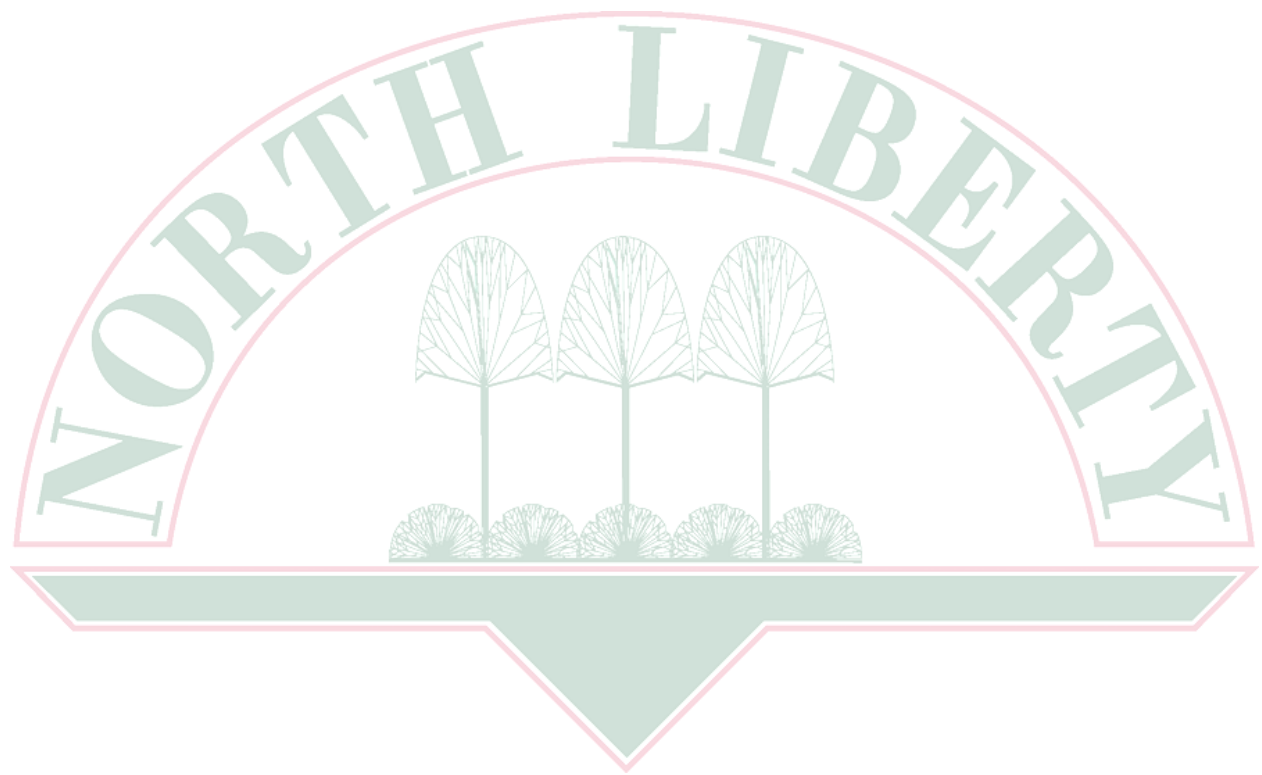
TERRY L. DONAHUE, MAYOR

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

Front Street Project



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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between 20 WEST ZELLER COOPERATIVE, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot C, Resubdivision of Lots 1, 2, and 3 of Block 1 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 10, Page 38 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 490 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
_____, Director

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me personally known, who, being by me duly sworn, did say that he / she is the Director of 20 West Zeller Cooperative, an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that _____ acknowledged the execution of the instrument to be his / her voluntary act and deed and the voluntary act and deed of the corporation, by it and by him / her voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2017, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 5 in Block 2 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 443 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Karen K. Fults, _____

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Karen K. Fults to me personally known, who, being by me duly sworn, did say that she is the _____ of B and L Enterprises, an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Karen K. Fults acknowledged the execution of the instrument to be her voluntary act and deed and the voluntary act and deed of the corporation, by it and by her voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2017, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between TRAVIS BAKER and NICHOL BAKER, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 5 in Block 1 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 490 square feet more or less,

and

A temporary construction easement on the east 7 feet of Lot 4 in Block 1 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 490 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees,

frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.

- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Travis Baker

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Nichol Baker

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Travis Baker as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Nichol Baker as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the

Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 6 in Block 2 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 443 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Micah J. Casper

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Micah J. Casper as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between JESSE E. CHACE and JACQUELINE H. CHACE, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 1, Resubdivision of Lots 1, 2, and 3, Block 2 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 21, Page 76 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 772 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project.
- B. In the event the subject property ceases to be used for residential purposes for a single family or duplex dwelling, or in the event the property is combined with one or more other lots and redeveloped, the regular fees for development - connection fees, frontage fees, or other typical and customary fees - will be collected by the City at the time the property is redeveloped.

- C. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Jesse E. Chace

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Jacqueline H. Chace

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Jesse E. Chace as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Jacqueline H. Chace as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal

corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between KIRK COREY and JENNIFER A. MASADA, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 4 in Block 3 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 443 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Kirk Corey

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Jennifer A. Masada

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Kirk Corey as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Jennifer A. Masada as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between STEPHEN R. CROW and KATHLEEN S. CROW, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot A, Resubdivision of Lots 1, 2, and 3 of Block 1 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 10, Page 38 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 490 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Stephen R. Crow

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Kathleen S. Crow

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Stephen R. Crow as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Kathleen S. Crow as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the west 7 feet of Lot 52, Ranshaw's Second Addition to North Liberty, Iowa (Plat recorded in Plat Book 7, Page 27 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 560 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Steven J. Gallagher

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Carol L. Gallagher

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Steven J. Gallagher as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Carol L. Gallagher as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 3 in Block 3 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 443 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Rita J. Gallo

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Rita J. Gallo as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between MASON T. GATTS and HANNAH N. GATTS, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the west 7 feet of Lot 7 in Block 2 and the west 7 feet of the southerly 20 feet of Walnut Street lying immediately northerly of Lot 7, all of Murphy's Addition to North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 583 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and

defend the said premises against the lawful claims of all persons whomsoever.

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Mason T. Gatts

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Hannah N. Gatts

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Mason T. Gatts as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Hannah N. Gatts as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 6 in Block 1 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 490 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Dave Gerdts

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Hilary Gerdts

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Dave Gerdts as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Hilary Gerdts as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

(will be described more specifically - approximately 7' onto property from right-of-way line)

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as "temporary

construction easement area.”

2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the

respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Nathan B. Griffith

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Amanda L. Griffith

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Nathan B. Griffith as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Amanda L. Griffith as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the west 7 feet of Lot 10 except the south 60 feet thereof, all of Lot 9, and the south 1 foot 4 inches of Lot 8, all in Block 3 of Murphy's Addition to North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 476 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and

defend the said premises against the lawful claims of all persons whomsoever.

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Joslyn A. Haffarnan

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Joslyn A. Haffarnan as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between THOMAS K. JOHNSON and TERRY R. JOHNSON, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

(will be described more specifically - approximately 7' onto property from right-of-way line)

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as "temporary

construction easement area.”

2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the

respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 20__.

PROPERTY OWNER:

CITY:

Signed: _____
Thomas K. Johnson

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Terry R. Johnson

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 2017, by Thomas K. Johnson as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 2017, by Terry R. Johnson as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2018, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between LARRY R. KAHLER and KAREN Y. KAHLER, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

(will be described more specifically - approximately 7' onto property from right-of-way line)

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as "temporary

construction easement area.”

2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the

respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Larry R. Kahler

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Karen Y. Kahler

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Larry R. Kahler as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Karen Y. Kahler as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the west 7 feet of Lot 29, Ranshaw's Second Addition to North Liberty, Iowa (Plat recorded in Plat Book 7, Page 27 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 598 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Devin N. Kass

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Devin N. Kass as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 2 in Block 3 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 443 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Bradley P. Klaes

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Bradley P. Klaes as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between BRIAN D. LEICHTY and KARLA K. LEICHTY, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the west 7 feet of Lot 55, Ranshaw's Second Addition to North Liberty, Iowa (Plat recorded in Plat Book 7, Page 27 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 560 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 201__.

PROPERTY OWNER:

CITY:

Signed: _____
Brian D. Leichty

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Karla K. Leichty

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 2017, by Brian D. Leichty as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 2017, by Karla K. Leichty as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2018, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 3, Resubdivision of Lots 1, 2, and 3 of Block 1 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 10, Page 38 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 490 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Clint Mente

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Clint Mente as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the west 7 feet of the south 60 feet of Lot 10 in Block 3 of Murphy's Addition to North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 420 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Patrick J. Naick

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Patrick J. Naick as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the west 7 feet of Lot 54, Ranshaw's Second Addition to North Liberty, Iowa (Plat recorded in Plat Book 7, Page 27 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 560 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Maynard Parker

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Maynard Parker as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between GERALD J. RITCHIE and GLORIA J. RITCHIE, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the west 7 feet of Lot A, Ranshaw's Second Addition to North Liberty, Iowa (Plat recorded in Plat Book 7, Page 27 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 175 square feet more or less

AND

A temporary construction easement on the west 7 feet of Lot 8 and Lot 9 in Block 2 of Murphy's Addition to North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 886 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees,

frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.

- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Gerald J. Ritchie

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Gloria J. Ritchie

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Gerald J. Ritchie as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Gloria J. Ritchie as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal

corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between RMB REAL ESTATE, L.L.C., an Iowa corporation, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 3, Resubdivision of Lots 1, 2, and 3, Block 2 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 21, Page 76 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 560 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____ Signed: _____
Lance Slabach, Manager and Member Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lance Slabach, to me personally known, who, being by me duly sworn, did say that he is the Manager and Member of RMB Real Estate, L.L.C., an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Lance Slabach acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 1 in Block 3 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 443 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Steven H. Semken

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Steven H. Semken as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between ROBERT E. SIEMS REVOCABLE TRUST, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the east 7 feet of Lot 4 in Block 2 of Original Town of North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 443 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Robert E. Siems, Trustee

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF ARIZONA, MARICOPA COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Robert E. Siems, on behalf of Robert E. Siems Revocable Trust as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between DAVID L. VICK and ROSE ANN VICK, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the west 7 feet of Lot 51, Ranshaw's Second Addition to North Liberty, Iowa (Plat recorded in Plat Book 7, Page 27 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 698 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
David L. Vick

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Rose Ann Vick

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by David L. Vick as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Rose Ann Vick as Owner.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

TEMPORARY CONSTRUCTION EASEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of reconstructing in 2018 North Front Street and related infrastructure, including storm sewer, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described as follows:

A temporary construction easement on the west 7 feet of Lot 11 in Block 3 of Murphy's Addition to North Liberty, Iowa (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 443 square feet more or less.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

1. The temporary easement area is legally described above and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this _____ day of _____, 20__.

PROPERTY OWNER:

CITY:

Signed: _____
Lyle Wagner

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this _____ day of _____, 2017, by Lyle Wagner as Owner.

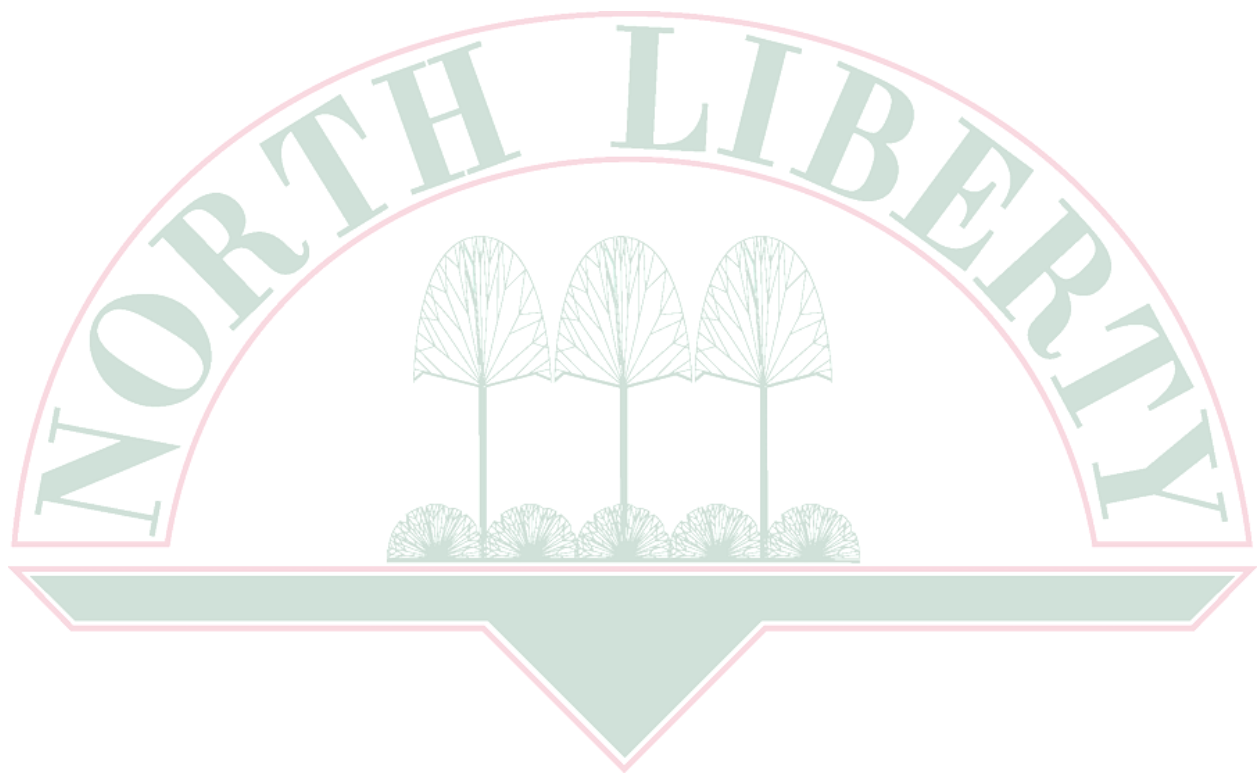
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2018, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Trail Connection Project



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

TEMPORARY CONSTRUCTION EASEMENT

This agreement is made and entered into by and between Donald A. Kelchen and Laurie A. Kelchen, husband and wife, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of constructing trail improvements in 2018 (the "Project"), under, over, through and across the area depicted and described on Exhibit A.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

Further, the Property Owner and the City agree that:

- 1. The temporary easement area is referred to herein as "temporary construction easement area."
- 2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above.

3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as it existed prior to the commencement of construction operations.
7. City covenants and agrees that the driveway and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. The Property Owner has five Black Hills spruce trees just to the west of the temporary construction easement area. The parties agree that the trees should not be affected by the Project. However, the parties agree that if one or more of the trees is damaged or dies because of the Project, the City shall pay the Property Owner \$300.00 for each damaged or dead tree. Any claim under this paragraph must be made to the City within one (1) year after substantial completion of the project; otherwise this paragraph is of no consequence or effect.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than July 1, 2019.

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

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

Dated this 3rd day of January, 2018.

PROPERTY OWNER:

CITY:

Signed: Donald A. Kelchen
Donald A. Kelchen

Signed: _____
Terry L. Donahue, Mayor

Signed: Laurie A. Kelchen
Laurie A. Kelchen

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 3rd day of January, 2018, by Donald A. Kelchen and Laurie A. Kelchen as Owner.



Scott C. Peterson

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 201_, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Resolution No. 2018-05

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
DONALD A. KELCHEN AND LAURIE A. KELCHEN AND THE
CITY OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is planning a trail connection project across Donald A. Kelchen and Laurie A. Kelchen's property; and

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Donald A. Kelchen and Laurie A. Kelchen is approved for the Trail Connection Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 9th day of January, 2018.

CITY OF NORTH LIBERTY:

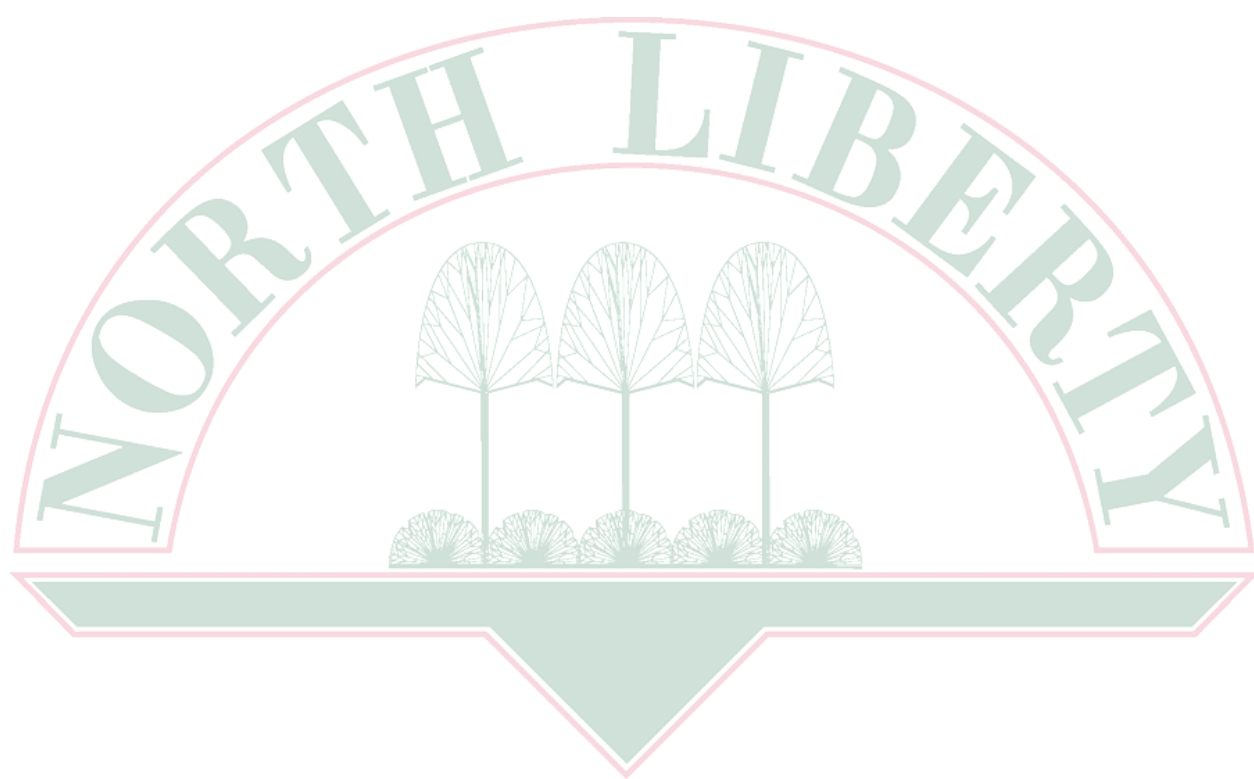
TERRY L. DONAHUE, MAYOR

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: 1/4/2018
Re: Monthly Report

December Permit Report:

Seventy-eight permits were issued in December with estimated construction value of \$5,233,641.24. Thirty-five permits were issued for residential projects with an estimate construction value of 4.7 million dollars. Staff completed 489 building inspections.

Certificate of Occupancy:

Twelve certificates were issued for new dwelling units, seven certificates for modification to residential units and three certificates for commercial units.

Rental/Code Enforcement:

Two new rental permit applications were received in December. Nineteen rental inspections were completed along with thirty-four code enforcement complaints were handled in December.

2017 Year End Tally Report:

Over one thousand-nine hundred permits issued in 2017 with an estimated construction value of 63.9 million dollars.



North Liberty Fire Department 2017 Monthly/YTD Hour & Response Report

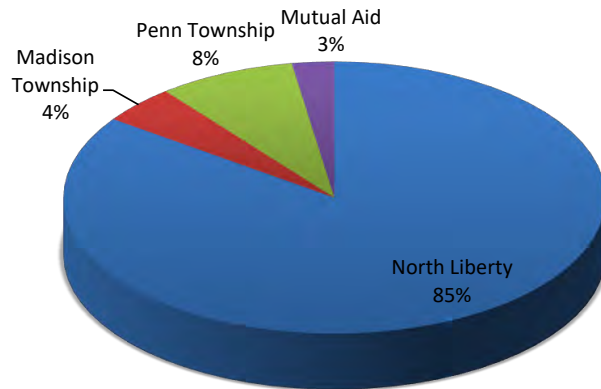
2017 North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	89	75	78	59	98	92	104	96	101	99	91	94	1076	84.79%
Madison Township	6	8	5	7	1	4	3	2	2	10	6	3	57	4.49%
Penn Township	2	11	6	7	10	7	9	4	12	12	7	17	104	8.20%
Mutual Aid	1	1	3	2	5	5	8	2			1	4	32	2.52%
Total Responses	98	95	92	75	114	108	124	104	115	121	105	118	1269	

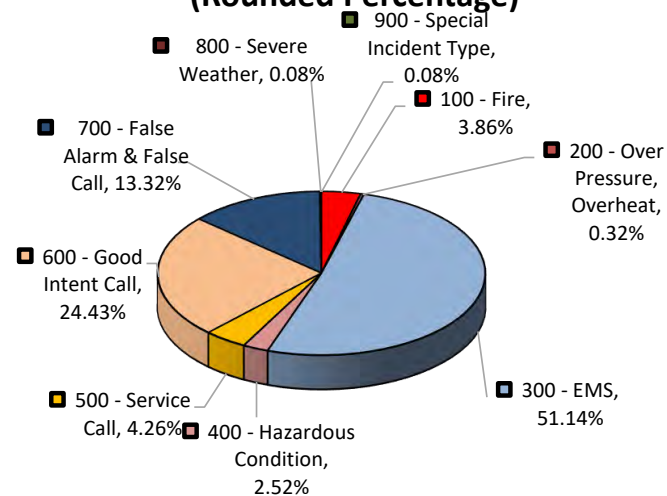
2017 North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	4	8	6	1		6	5	3	2	4	4	6	49	3.86%
200 - Over Pressure, Overheat					1				1	1	1		4	0.32%
300 - EMS	46	45	48	40	69	58	77	46	60	53	48	59	649	51.14%
400 - Hazardous Condition	2	3	1	4	2	2	2	5	4	2	3	2	32	2.52%
500 - Service Call	6	4	3	3	5	5		3	6	10	6	3	54	4.26%
600 - Good Intent Call	22	25	20	20	22	28	27	25	26	36	34	25	310	24.43%
700 - False Alarm & False Call	18	9	14	7	15	9	12	22	16	15	9	23	169	13.32%
800 - Severe Weather							1						1	0.08%
900 - Special Incident Type		1											1	0.08%
Total Responses	98	95	92	75	114	108	124	104	115	121	105	118	1269	

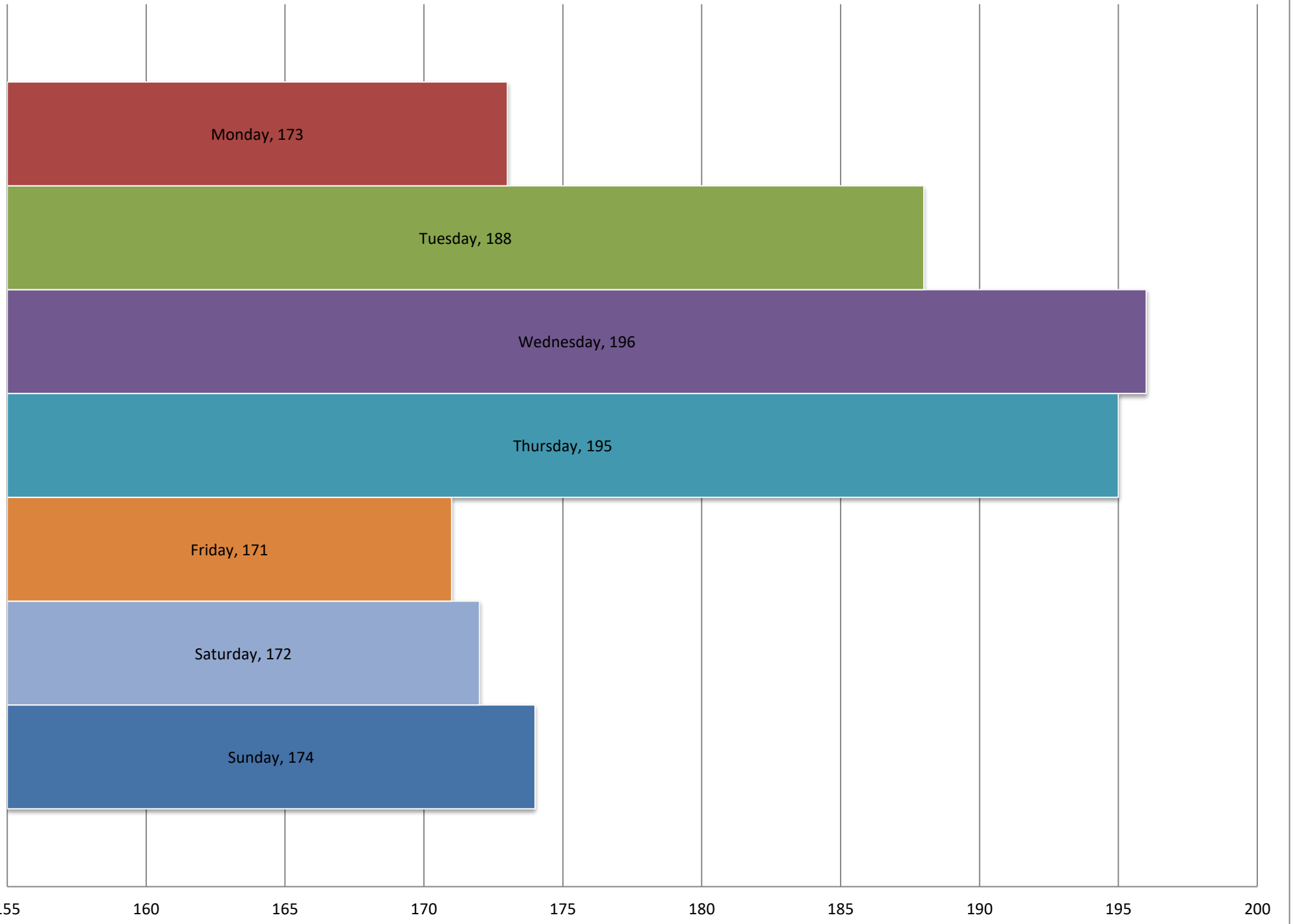
**2017 District Responses YTD
(Rounded Percentage)**



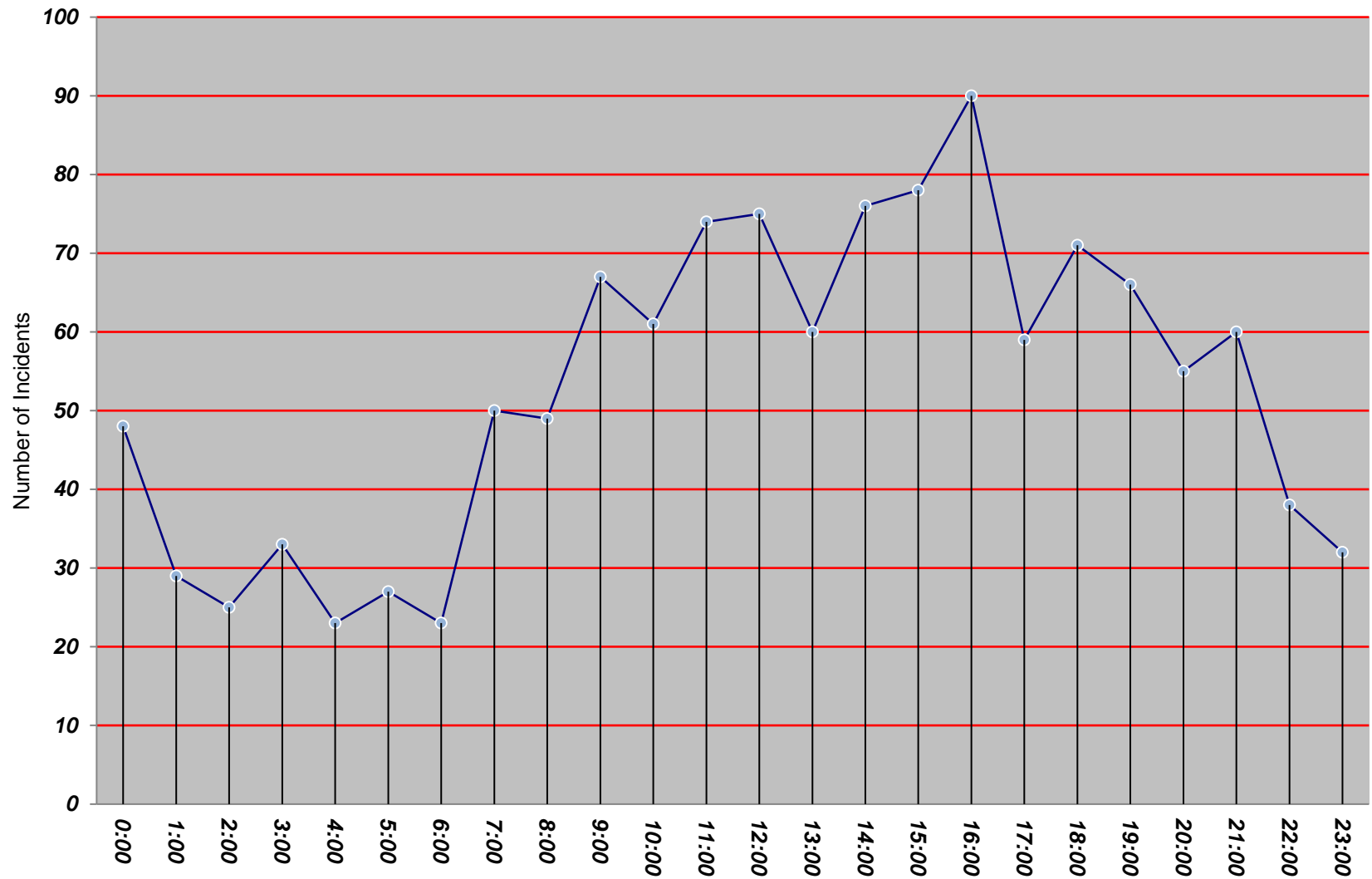
**2017 Type of Incidents YTD
(Rounded Percentage)**



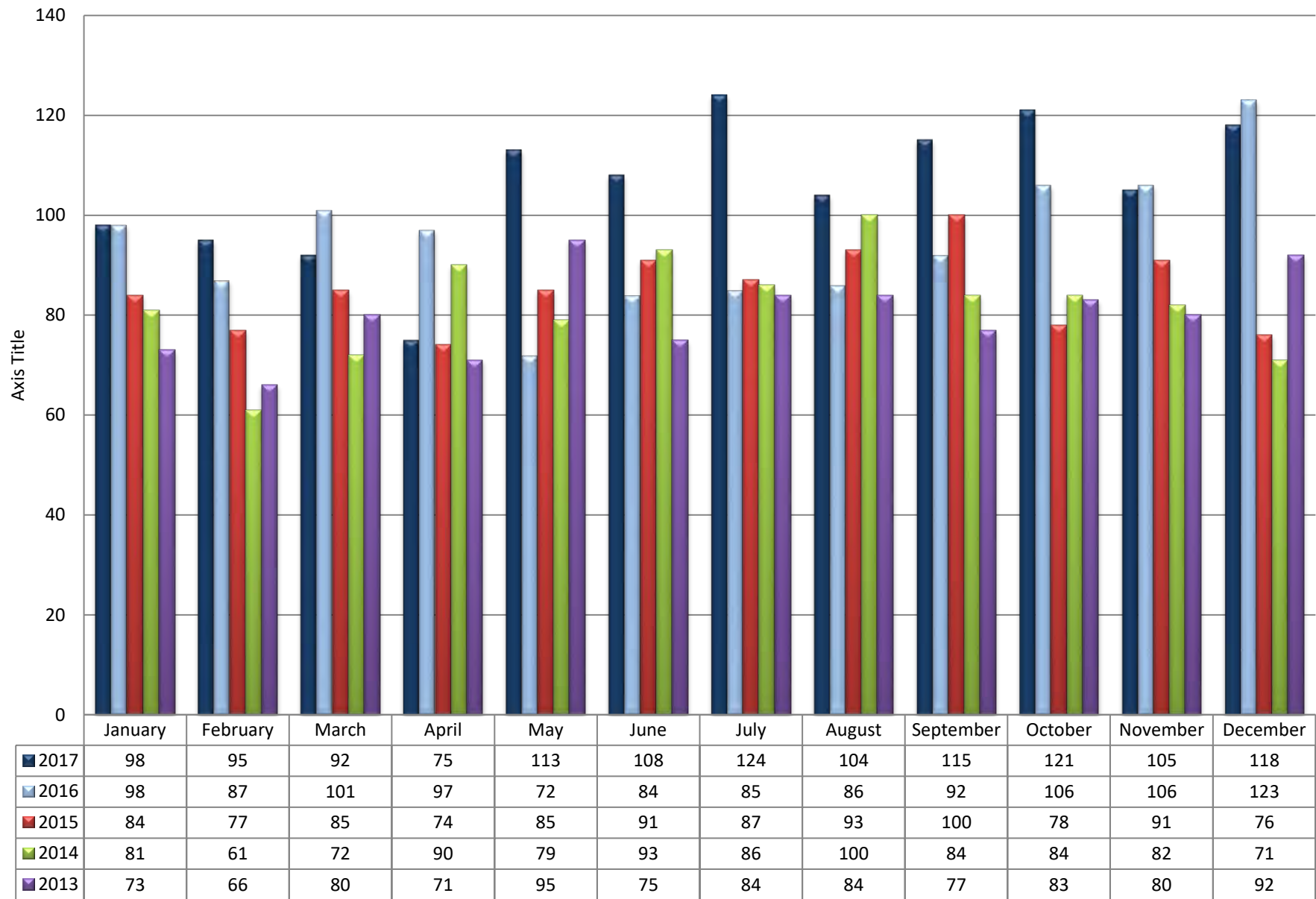
2017 Responses by Day of Week



2017 Number of Responses by Hour of Day



2013 - 2017 Monthly Incident Response Comparison





2017 North Liberty Fire Department Member Responses By Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year To Date	Percent To Date
Responses for Month	98	95	92	75	114	108	124	104	115	121	105	118	1269	
Barney, Mallory	17	13	18	19	22	6	47	38	19	21	16	25	261	20.57%
Brumm, Ryan	11	14	10	12	12	7	1	7	5	12	7	10	108	8.51%
Burleson, Lynn	18	8	16	8	13	16	15	1	17	8	6	11	137	10.80%
Chiles, Branden	10	18	13	6	17	20	15	5	6	9	9	5	133	10.48%
Coleman, Leah	0	0	0	0	0	0	0	0	0	1	15	6	22	1.73%
Coyle, Jim*	0	0	1	0	0	0	0	0	0	0	0	0	1	0.93%
Dolezal, Dan	21	10	8	10	1	0	1	1	0	0	3	1	56	4.41%
DuBay, Rob	0	0	0	4	14	20	26	28	16	32	19	25	184	14.50%
English, Joseph	45	43	29	24	34	35	20	22	21	15	30	34	352	27.74%
Hardin, Bryan	12	13	14	5	12	18	29	10	22	18	24	14	191	15.05%
Hofsommer, Greg	19	16	22	19	29	42	56	42	21	24	14	9	313	24.67%
Jaeger, Jeff	30	23	19	16	34	33	34	39	37	36	35	36	372	29.31%
Johnston, Mike	11	6	9	6	10	6	4	9	9	19	12	12	113	8.90%
Kaduce, Michael	19	13	11	12	23	9	26	17	11	13	15	15	184	14.50%
Keitel, Brad	15	11	4	3	5	5	17	3	12	7	4	11	97	7.64%
Kelchen, Jessica	27	31	24	22	42	31	37	24	20	20	16	10	304	23.96%
Kochanny, Chris	22	25	36	30	35	13	10	36	27	38	37	31	340	26.79%
Kramer, Adam	12	8	7	4	9	7	12	10	7	15	12	4	107	8.43%
Lundquist, Jonathan	19	10	12	8	20	11	19	0	0	0	0	0	99	7.80%
Marks, Isaac	0	0	0	0	0	0	0	0	0	3	5	8	16	1.26%
McDonald, James	26	24	18	19	38	18	19	25	13	18	20	29	267	21.04%
Messinger, Matt	10	6	16	15	18	17	21	13	6	22	9	21	174	13.71%
Miller, Jordan	32	33	31	18	45	26	33	19	19	21	22	24	323	25.45%
Molitero, Brad	24	21	38	18	27	23	15	18	16	10	19	17	246	19.39%
Newkirk, Richard	27	25	13	7	23	5	28	19	16	6	17	8	194	15.29%
Pecora, Tyler	0	0	0	0	0	0	0	0	0	0	25	15	40	3.15%
Place, Alexander	19	14	17	9	18	18	12	6	14	12	9	29	177	13.95%
Platz, Brian	0	0	0	0	0	0	0	0	0	0	39	30	69	5.44%
Ransom, Eric	22	16	8	5	20	9	14	11	8	10	9	15	147	11.58%
Reasner, Richard	15	20	3	12	22	18	15	11	9	0	8	10	143	11.27%
Rennekamp, Bryan	15	23	17	12	29	23	31	23	18	19	16	21	247	19.46%
Rhomberg, Peter	0	0	0	0	0	0	0	0	0	3	13	14	30	2.36%
Ropp, Brian	41	34	19	30	48	24	52	32	31	44	36	37	428	33.73%
Schellenberg, Phillip	0	0	0	0	0	0	0	0	0	10	33	44	87	6.86%
Schmooke, Bill	14	12	12	3	15	8	25	23	23	12	12	22	181	14.26%
Schoening, Austin	4	18	17	11	27	17	34	15	11	19	6	9	188	14.81%
Schultz, Christine	8	12	11	9	19	11	9	10	11	8	9	12	129	10.17%
Scott, Sam	0	0	0	0	0	0	0	0	0	3	7	7	17	1.34%
Smith, Landon	0	0	0	0	0	0	0	0	0	9	18	17	44	3.47%
Story, Carson	0	0	0	0	0	0	0	0	0	2	10	20	32	2.52%
Voparil, Craig	17	16	8	6	24	14	7	16	9	15	8	13	153	12.06%
Welter, Jonathan	0	0	0	0	0	0	0	0	0	2	23	16	41	3.23%
White, Austin	0	0	0	0	0	0	0	0	0	17	33	36	86	6.78%
White, Geoffery	24	22	25	19	40	37	36	35	32	37	15	28	350	27.58%
White, Sayer	0	0	0	0	0	0	0	0	0	4	16	8	28	2.21%
Wichmann, Megan	15	33	31	13	22	14	17	2	28	16	21	13	225	17.73%
Williams, Justin	13	10	3	8	11	18	18	10	12	16	7	10	136	10.72%
Wymore, Cole	0	0	0	0	0	0	0	0	0	1	6	5	12	0.95%

* Fire Dept. Chaplain

2017 - Top 5 Calls Made by Month												
	Jan		Feb		Mar		Apr		May		Jun	
1	English	45	English	43	Moliterno	38	Kochanny Ropp	30	Ropp	48	Hofsommer	42
2	Ropp	41	Ropp	34	Kochanny	36	English	24	Miller	45	White	37
3	Miller	32	Miller Wichmann	33	Miller Wichmann	31	Kelchen	22	Kelchen	42	English	35
4	Jaeger	30	Kelchen	31	English	29	Barney Hofsommer McDonald White	19	White	40	Jaeger	33
5	Kelchen Newkirk	27	Newkirk Kochanny	25	White	25	Miller Moliterno	18	McDonald	38	Kelchen	31
	July		Aug		Sep		Oct		Nov		Dec	
1	Hoffsommer	56	Hoffsommer	42	Jaeger	37	Ropp	44	Platz	39	Schellenberg	44
2	Ropp	52	Jaeger	39	White	32	Kochanny	38	Kochanny	37	Ropp	37
3	Barney	47	Barney	38	Ropp	31	G. White	37	Ropp	36	Jaeger White	36
4	Kelchen	37	Kochanny	36	Wichmann	28	Jaeger	36	Jaeger	35	English	34
5	White	36	White	35	Kochanny	27	DuBay	32	Schellenberg White, A	33	Kochanny	31

2017 - Top 5 Calls Made by Year-To-Date		
1	Ropp	428 33.73%
2	Jaeger	372 29.31%
3	English	352 27.74%
4	White	350 27.58%
5	Kochanny	340 26.79%



Department of Building Safety
319-626-5713
www.northlibertyiowa.org

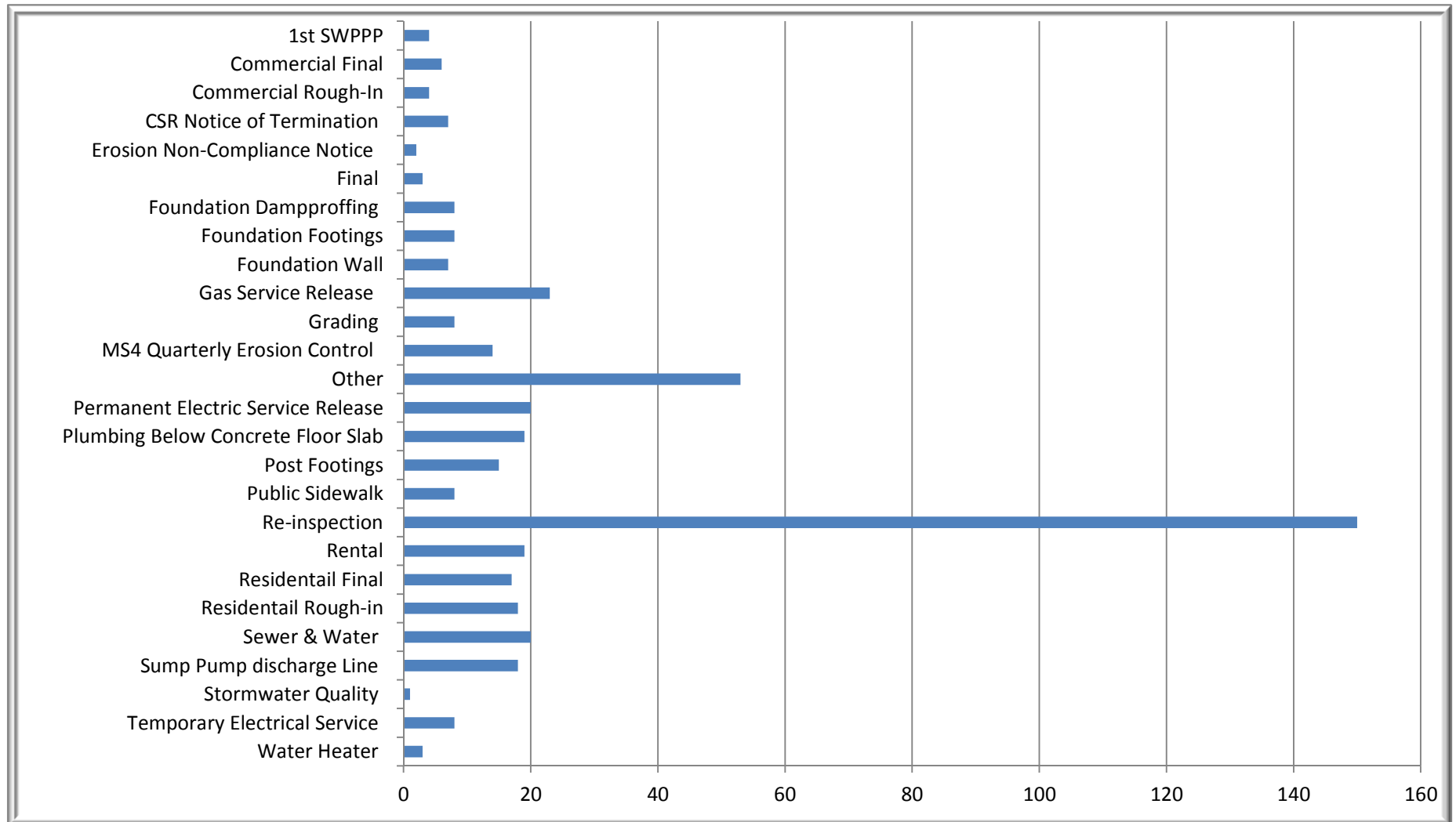
December 2017 Monthly Permit Report

Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	3	\$818,775.00	\$8,505.30	3	3	
2	New Single Family Dwelling Attached	2	\$260,000.00	\$3,769.44	1	2	
3	New Townhouse	23	\$3,627,440.00	\$46,918.24	5	23	
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	0	\$0.00	\$0.00			
8	Residential Alteration	6	\$3,000.00	\$141.00			
9	Residential Addition	1	\$18,000.00	\$293.25			
10	Commercial Alteration	4	\$197,000.00	\$3,538.62			
11	Commercial Addition	1	\$300,000.00	\$2,113.75			
12	Industrial Alteration	0	\$0.00	\$0.00			
13	Industrial Addition	0	\$0.00	\$0.00			
14	Other	38	\$9,426.24	\$1,496.50			
15	Public	0	\$0.00	\$0.00			
16	Manufactured Home	0	\$0.00	\$0.00			
	Totals	78	\$5,233,641.24	\$66,776.10	9	28	

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 December



Total Inspections 489

Code Enforcement Report

12/01/2017 - 12/31/2017

Case Date	Case #	Complaint
12/1/2017	2513	Work without obtaining a permit
12/1/2017	2514	Work without obtaining a permit
12/4/2017	2515	renting without permit
12/4/2017	2516	accumulation of solid waste on property
12/5/2017	2517	illegal signs on property
12/6/2017	2518	vehicle parked on grass
12/7/2017	2519	illegal placement of signs
12/8/2017	2520	fence has been installed onto neighbors property
12/8/2017	2521	renting without permit
12/13/2017	2522	parking on landscaped area of lot and outside storage
12/13/2017	2523	have added onto your driveway with a material that is not allowed per City code and have done so without the required permits
12/13/2017	2524	renting without permit
12/13/2017	2525	Private property placed on the City's public right of way
12/14/2017	2526	renting without permit
12/14/2017	2527	Fire rated ceiling was removed and cross connection hazard hose bibb
12/14/2017	2528	Debris from adjoining construction sites
12/18/2017	2529	Annual testing of the backflow device
12/19/2017	2530	Annual testing of the backflow device
12/19/2017	2531	Annual testing of the backflow device
12/21/2017	2532	Annual testing of the backflow device
12/21/2017	2533	Plumber failed to obtain a permit to install backflow preventer
12/21/2017	2534	trees limbs hanging onto sidewalk
12/21/2017	2535	prohibited signs on property
12/21/2017	2536	Annual testing of the backflow device
12/21/2017	2537	vehicle parked on grass
12/22/2017	2538	have failed to provide access to perform the required rental inspections
12/22/2017	2539	have failed to provide access to perform the required rental inspections
12/27/2017	2540	have failed to provide access to perform the required rental inspections
12/27/2017	2541	have failed to provide access to perform the required rental inspections
12/27/2017	2542	vehicle parked on grass

12/27/2017	2543	vehicle parked on grass
12/28/2017	2544	outside hood vent for Dairy Queen is in disrepair
12/28/2017	2545	illegal sign attached to window without the required permits
12/28/2017	2546	outside storage of materials and equipment without the required screening



Department of Building Safety
319-626-5713
www.northlibertyiowa.org

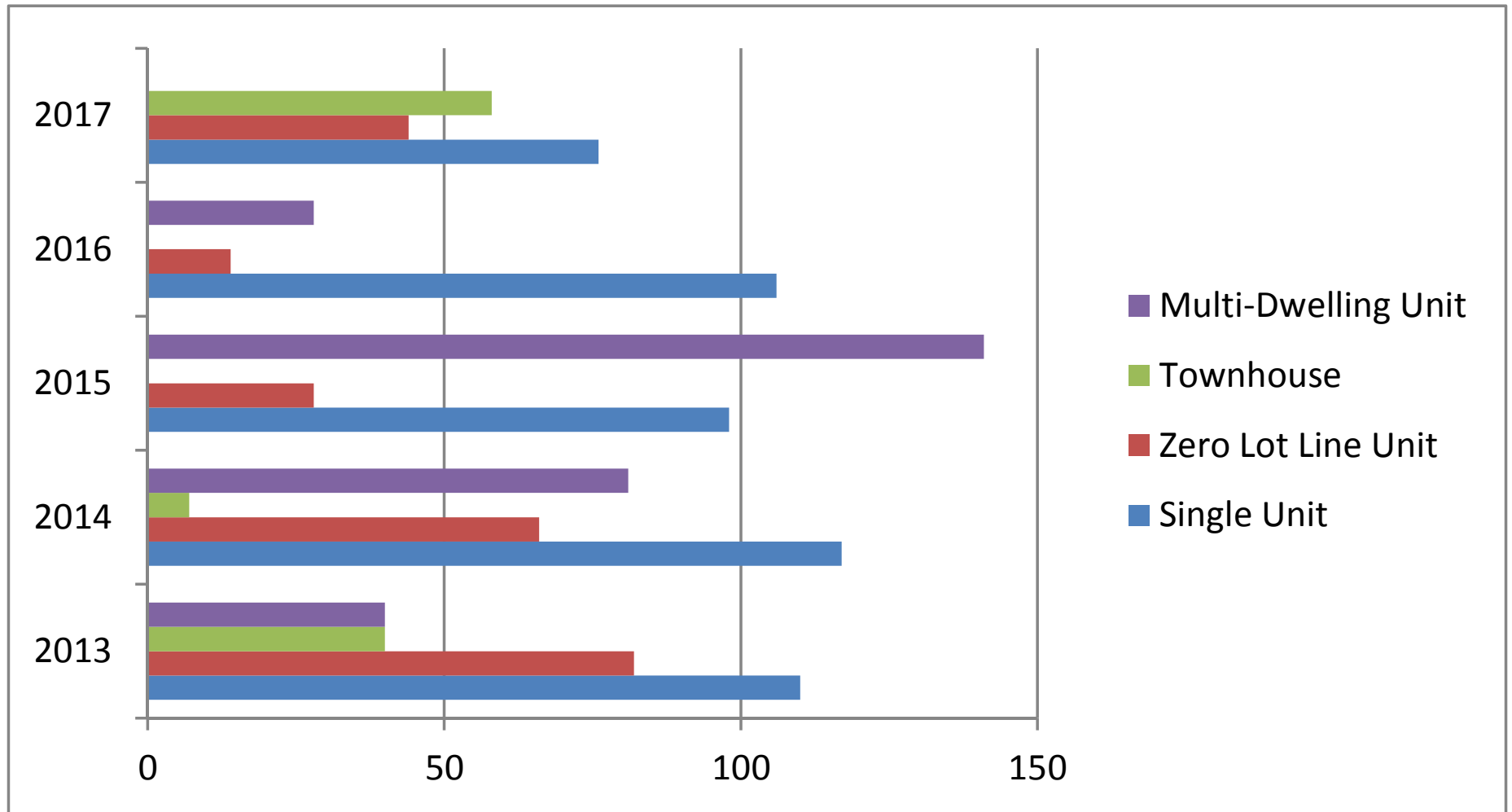
2017 Year End Permit Tally Report

Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	76	\$21,837,279.00	\$229,754.15	76	76	
2	New Single Family Dwelling Attached	44	\$8,363,278.00	\$91,928.76	22	44	
3	New Townhouse	20	\$2,640,000.00	\$113,969.68	15	58	
4	New Multi-Family Housing		\$0.00	\$0.00	0	0	
5	New Commercial	7	\$20,782,272.00	\$98,016.80	6	6	
6	New Industrial	0	\$0.00	\$0.00	0	0	
7	School	0	\$0.00	\$0.00			
8	Residential Alteration	114	\$965,473.20	\$16,325.83			
9	Residential Addition	14	\$502,165.73	\$6,970.82			
10	Commercial Alteration	54	\$2,653,423.70	\$32,425.46			
11	Commercial Addition	2	\$325,000.00	\$2,505.00			
12	Industrial Alteration	0	\$0.00	\$0.00			
13	Industrial Addition	0	\$0.00	\$0.00			
14	Other	1584	\$5,002,085.38	\$260,330.84			
15	Public	1	\$856,000.00	\$0.00			
16	Manufactured Home	7	\$250,000.00	\$700.00	7	7	
		1916	\$63,926,977.01	\$852,227.34	119	184	

SFD Attached are zero lot line units

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

Number of New Residential Units

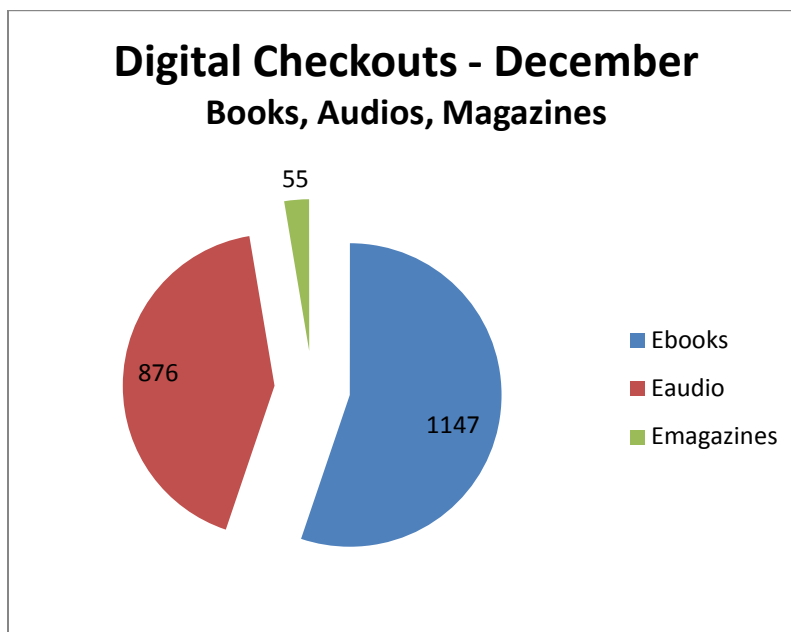




TO: North Liberty City Administrator and City Council
FROM: Jennie Garner, Library Director
DATE: Jan 2, 2018
SUBJECT: Library Monthly Report

At a Glance

Door Count	15,835
Computer Usage	2798
Database Use	2743
Meeting Room Use	1277



Our e-books and e-audios are still very popular through our Digital Johnson County partnership with Iowa City and Coralville Public Libraries. We added digital magazines and have been working on some marketing to help get the word out that we offer this service. We all ran a promotion in November and North Liberty saw checkouts increase from in the teens and twenties to 155 magazine checkouts. The promotion seems to have helped boost circulation as December was still much higher than in previous months.

News, Programming, and Events

We would like to extend a heartfelt thank you to Scheels for a wonderful year-end donation to the library. Scheels gives generously to the library and other community organizations each year and their contribution is greatly appreciated.

Looking back on 2017, the staff recognizes that we are incredibly fortunate to live in a community that truly values our library. This year we've seen our endowment with the Community Foundation of Johnson County grow to more than double in balance since we established it in 2016. We've also seen our small Friends of the Library board expand with

the addition of five new active members this year who have given generously of their time and energy. Thanks to our community for supporting the Friends through participation in fund-raising events and our annual contribution drive. We also have a wonderful group of library volunteers. The staff is very thankful for all they do to help make our library successful.

If you've stopped by the library recently, you've likely noted the hustle and bustle that goes on daily. Staff has worked hard to offer programming for all ages on a regular basis. We've expanded story times to four times a week from one story time just a few years ago. We've added afterschool programming four days a week and partnered with JM Swank to provide snacks each day for our school-age patrons.

Connecting with our patrons where they are is really important to us at the library. One of the ways we are doing that is by producing podcasts for our expecting and young families who may not always be able to come to the library when they'd like. We now have twelve podcasts and they are pretty popular with over 700 listens to date since we started a year ago. We've just posted our most recent podcast: Flu Shots and Vaccines. You can listen to the podcasts at: <https://soundcloud.com/nlibertylibrary>.

As we gear up for a busy new year at the library, check out our newly released brochure at <http://www.northlibertylibrary.org/wp-content/uploads/2017/12/Spring-Brochure-18-website-1.pdf>. (You can also pick up a hard copy of the brochure in the library.)

Jumping into 2018

The library is hosting our first ever Winter Reading Club for kids and teens during the month of January. Kids who complete the five hours of reading during the month get to participate in a special movie night with a popcorn bar in February and teens finishing the five hour goal will be invited to a private pizza and game night after hours in the library.

One of our staff attended training this past fall to earn her certification in baby yoga. Now, we're excited to offer monthly family yoga story time to stretch the imagination and the body.

As we've seen an increase in visits from special needs adults in the community, we've responded by expanding our Integration in Motion. This craft/game/social hour for adults will now be offered weekly. While this program is geared toward special needs adults, all adults are welcome to participate.

We are also adding to our book club repertoire this month with a new book club for adults called Gulp. This book club is an outreach program offered at Café Muse on the second Tuesday of each month at 6pm. This book club welcomes all readers but is specifically designed with our 20-something patrons in mind.

Join us at the end of January as we host with the African American Museum of Iowa on Jan. 25 at 6:30pm for a presentation on the history of civil rights in Iowa and the United States.

To learn more about the fantastic upcoming programs, check out that library brochure online or in the library. We look forward to serving North Liberty and nearby residents this year!

December at Your Library:

The Library's annual Noon Year's Eve Party was a hit!



Annual Gingerbread contest. And the winner is....



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

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

Date: January 3, 2018

Re: Monthly Report

We performed building maintenance as needed this month.

We removed snow and ice from City parking lots, ice skating rink, sidewalks and trails this past month.

We picked up trash and pet waste stations as needed. With the mild weather at the beginning of the month there was considerable usage of the trash and dog stations.

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.

The Tree City USA recertification application was received and approved by the State Forestry Department. We have received this award as a Tree City USA for the past 23 years. This helps us obtain other tree grant funding.

NLTV and the Parks Department installed a portable ice skating rink on the east half of the tennis courts. It was filled with water and has since frozen. Many residents have enjoyed the new winter activity. The Parks Department built an ice resurfacing device. We have resurfaced the ice two times with great success.

We continue to organize and clean-up our shop.

We presented three Centennial Park playground structure options for to the Parks Board to review. The board agreed on one option and the playground equipment has been ordered to take advantage of end of year discounts. This structure has one feature that allows a wheel chair to enter and enjoy. The playground structure will be installed sometime next summer.

We continue to review the Parks FY1819 budget and capital projects items to prepare for the next fiscal year.



North Liberty Police Monthly Report December 2017

Training:

- Three officers attended the Traffic Incident Management Training locally (12 hours).
- The Chief attended a 2 day class at ILEA on Professional Standards and the Iowa Code on the Police Officer Bill of Rights. (16 hours)
- Staff Completed online training for Bloodborne Pathogens, Haz-Mat, Back Injury Prevention, and Changing Driving Conditions (21 hours).
- Officer attended the monthly Dive Team Training (8 hours)
- Canine team attended monthly 2 day training (16 hours)

Public Relations:

- Invited to serve muffins at the Maids and Muffin Event at North Bend Elementary. Two officers served muffins.
- 7 NL Families were selected for the Shop with a Cop program. One child from each family shopped at Target with an officer for their household members. We used \$1350 from donated funds and officers volunteered their time for this event. Afterwards we had a pizza party and wrapped all of the gifts. Sponsors included Marco's Pizza, Target, Kevin Hayes, Mary Ann Sheets, Andy/Jessica Grieder, Midwest Sleep-Beds and several anonymous donations. Staff also purchased and delivered two twin beds and bedding for one NL Family.
- Officer Chuck presented a safety program at North Bend Elementary and a Social Media presentation at the junior high school.
- Had a public donation toy box in the front office for Officer Juan's Domestic Violence Program Annual Toy drive. Several toys were donated.
- Continue to meet requests for Falco to make an appearance at events and with the media.
- Staff attended the City Holiday Party and officers attended the Breakfast with Santa event at the Community Center.
- Our Canine Team attended the Blue Hearts of Johnson County Breakfast with Santa event.

Equipment:

- Receiving equipment for the two officers joining the tactical team.

Enforcement:

- Received a report of an assault with a weapon at 30 Cherry Court. An arrest warrant was requested and obtained. The Johnson County Tactical Team was requested and assisted in

Traffic Contacts	317
Parking Contacts	123
Vehicle Inspections	26
Vehicle Unlocks	43
Crash Investigations	24
Public Assists	305
Assist Other Agency	127
Crimes Against Persons Report	13
Crimes Against Property Report	21
Other Reports	32
Arrests	31
Warrants	5
Alcohol/Narcotics Charges	11
Crimes Against Persons Charges	11
Crimes Against Property Charges	3
Other Charges	24
Animal Calls	25
Total Calls for Service	1840
*Total Calls for Service for the year	24022

the apprehension of the individual. The individual was charged and the weapons were seized.

- Officers wrote 156 parking tickets during the snow emergency on the 29th and had 123 calls for service made for parking issues. Tickets were issued to cars parked on the street that were preventing the Streets Department to affectively clear the roadway.

Department Admin:

- Held the physical and written testing of Applicants at the North Liberty Community Center.
- Held interviews of the officer applicants
- Officer Casey Wood was selected as the 2017 Officer of the Year.
- Completed the last two years of accomplishments, trends and opportunities for the goal setting session in January. Once again we have several activities.
- A union grievance was filed over contract language for eligibility for Holiday pay. This will be discussed at a meeting in January with their business manager.
- Department is participating in the Severson Challenge donations for the NL Food Pantry.
- Staff also donated to the Domestic Violence Program Annual Toy Drive.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 1/4/2018

North Liberty Parks & Recreation Committee Meeting
Thursday, January 4, 2018
Proposal of Agenda
REGULAR MEETING: 7:00PM

NEW BUSINESS:

1. Approve minutes from meeting of: Minutes from December 7 meeting.
2. Public Comments/Concerns: Open to public for comments and concerns; 5 minutes per person time limit.
3. Fees / Membership Discussion: Discussion continues on new fee / membership proposal, changes to simplify options and increase fees with May 1 implementation.
4. Aquatics Plan Update: Shelly and Dean directed to review and recommend final draft for formal approval, Staff continuing to plan in prioritizing steps A thru E, and staff continuing to gather survey results to help direct recreation needs of community.
5. Ice Skating Update: Rink, skate rental and use update.
Security camera concern
6. Winter Trail Maintenance: Board member inquiry
7. Building & Grounds Report: Parks Monthly Report
8. Winter/Spring Facility Usage: Usage remains high with new year resolutions, freezing temps, and new winter/spring classes and programs.
9. Upcoming Events: Beat the Bitter February 2 & 3
10. Any new issues not on the agenda?

OLD BUSINESS:

1. Recreation Monthly Report: Report included in packet summarizing the past month.
2. Any old business not on agenda?

CONCLUSION:

1. Next Meeting: Thursday, February 1, 2018 at 7:00 PM
Location: City Council Chambers at 1 Quail Creek Circle
2. Adjourn

North Liberty Community Center Fee and Package Proposal - revised 2017, implement May 2018

Daily Fees:

Currently we have various daily fees and recommend going with the pool rates for all areas of use.

\$4.00 Adults, \$3.00 Children/Senior Citizens with no difference between resident/non-resident.

Concerns in offering resident/non-resident daily fees are long wait lines, proper IDs, and additional staffing needs. If desire to incorporate, propose - Non-resident \$5.00 Adults, \$4.00 Children/Senior Citizens.

	Resident	Non-resident	
Adults:	\$ 4.00	\$ 5.00	(25% ^)
Children/Seniors:	\$ 3.00	\$ 4.00	(33%^)

Adults are individuals 19-59 years of age

Children 3 years of age to Grade 5 , need supervision

Children Grade 6-18 years of age; pay daily fee or obtain membership

Seniors are individuals 60 years and older

We propose that daily fees are higher, to promote purchase of memberships as better value.

Monthly memberships based on daily resident fee, three times per week. (\$2 x 3 days x 4 wks = 24)

Annual memberships are an even better value, especially if one comes often to use facility.

Memberships provide ID cards to assist with identification and attendance records.

Memberships are unique to each person because they are based on what area of the facility is of interest, is membership for one or more family members, monthly versus annual and resident versus non-resident.

Memberships:

Types: Black & Gold - access to weight & exercise area, pools, open gyms, (all inclusive)
 Gold - access to weight & exercise area only
 Silver - access to pools only
 Facility/Track - access to open gym activities and or Track

		<u>Black & Gold</u>		<u>Gold</u>		<u>Silver</u>		<u>Facility/Track</u>	
		<u>Resident</u>	<u>Non-res</u>	<u>Resident</u>	<u>Non-res</u>	<u>Resident</u>	<u>Non-res</u>	<u>Resident</u>	<u>Non-res</u>
Monthly	Individual	\$ 45.00	\$ 56.00	\$ 25.00	\$ 32.00	\$ 25.00	\$ 32.00	\$ 5.00	\$ 6.00
	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	NA	NA
	Family	\$ 170.00	\$ 213.00	\$ 90.00	\$ 113.00	\$ 90.00	\$ 113.00	NA	NA
Annual									
	Individual	\$ 270.00	\$ 338.00	\$ 150.00	\$ 188.00	\$ 150.00	\$ 188.00	\$ 30.00	\$ 38.00
	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	NA	NA
	Family	\$ 1,020.00	\$ 1,275.00	\$ 540.00	\$ 675.00	\$ 540.00	\$ 675.00	NA	NA

Financial Aid - apply to Annual Only Memberships

Lowest charge w/financial aid: 30 x 15% = \$4.50 yearly fee

Black & Gold Memberships:

Our all-inclusive kind of package; use of weight & exercise area and pools.

<u>Monthly:</u>	Individual - Resident: \$45 (\$1.50 per day); Non-resident: \$56 (25%) [^] Child/Senior - Resident: \$36 (\$1.20 per day); Non-resident: \$45 (25%) [^] Couple - Resident: \$85 (Individual x 2 minus \$5); Non-resident: \$106 (25%) [^] Family - Resident: \$170 (Individual x 4 minus \$10); Non-resident: \$213 (25%) [^]
<u>Annual:</u>	Individual - Resident: \$270 (\$45 x 12 = 540 divided by 2); Non-resident: \$338 (25%) [^] Child/Senior - Resident: \$216 (\$36 x 12 = 432 divided by 2); Non-resident: \$270 (25%) [^] Couple - Resident: \$510 (\$85 x 12 = 1,020 divided by 2); Non-resident: \$638 (25%) [^] Family - Resident: \$1,020 (170 x 12 = 2,040 divided by 2); Non-resident: \$1,275 (25%) [^]

Gold & Silver Memberships:

Pricing is the same for both areas of use, monthly price similar to current rates.

<u>Monthly:</u>	Individual - Resident: \$25 (\$.83 per day); Non-resident: \$32 (25%) [^] Child/Senior - Resident: \$20 (\$.67 per day); Non-resident: \$25 (25%) [^] Couple - Resident: \$45 (Individual x 2 minus \$5); Non-resident: \$56 (25%) [^] Family - Resident: \$90 (Individual x 4 minus \$10); Non-resident: \$113 (25%) [^]
<u>Annual:</u>	Individual - Resident: \$150 (\$25 x 12 = 300 divided by 2); Non-resident: \$188 (25%) [^] Child/Senior - Resident: \$120 (\$20 x 12 = 240 divided by 2); Non-resident: \$150 (25%) [^] Couple - Resident: \$270 (\$45 x 12 = 540 divided by 2); Non-resident: \$338 (25%) [^] Family - Resident: \$540 (\$90 x 12 = 1,080 divided by 2); Non-resident: \$675 (25%) [^]

Facility/Track Membership:

New membership package for use of track and open gym activities.

Sold only as individual, price the same for adult, child, senior.

<u>Monthly:</u>	Individual - Resident \$5 (\$.17 per day); Non-resident: \$6 (25%) [^] Child/Senior - same as above Couple - NA Family - NA
<u>Annual:</u>	Individual - Resident \$30 (\$5 x 12 = 60 divided by 2); Non-resident: \$38 (25%) [^] Child/Senior - same as above Couple - NA Family - NA

August 3 - Park Board Meeting Aquatics Discussion Summary

Comprehensive Master Plan:

The Park Board would like to see a Comprehensive Master Plan to incorporate Recreation, Aquatics and Parks. The Board would like this to be completed by a consultant, not staff. They do not want to make any huge changes to the existing Parks plan and will continue prioritizing the Aquatics plan. Board does not want the possibility in having “internal competition” of funds. All information/plans would be given to a chosen consultant to combine everything into one master.

Action: Board made motion to create an RFP for development of a Master Plan and distribute to potential consultants. Shelly will research other communities for samples to serve as a guide.
Board would like money earmarked for a consultant study including this FY2018-2019.

Aquatics Plan:

Park Board continued discussion of prioritizing aquatic steps. From July meeting, specific sections and concerns were noted and discussed as follows:

A. Current Outdoor Pool Changes

Change out wall – floatable walk; visibility, safety issue.

Move Basketball Hoop

Replace play feature in zero depth area; visibility, safety issue.

Change fence/ expand grass area / add more shade structures

Create separate entry

Convert to liquid chlorine

B. **Parking** is an issue; can we handle current growth, let alone adding features to location?

Randshaw House Lot

Cherry Street Lot

Parking Ramps, if land locked.

C. New Outdoor Pool Additions

Can site support added additions, more use?

Revenue generation ideas and minimal staff increase options?

Splash pad, Splash golf versus features that require staff supervision.

Other potential city property or land opportunity?

D. Current Indoor Pool Changes

Manage meeting demands as best as possible. Limited lessons, lap swim and class sizes.

Add drop slide, inflatables, etc... to add more fun.

Replace Dectron / dehumidification system, improve acoustics

Can we afford to close down to make big changes to existing pool vessel?

Is there room to add separate pool space to east? Functional?

If room, do we address public needs; lap swim, swim lessons, hot tub, etc... versus swim team / swim meet regulations?

Other potential partnerships, property for joint use?

Covert to liquid chlorine?

E. Splash Pads

Incorporate additional neighborhood splash pads in city parks?

Research sizes needed, grant or sponsorship opportunities?

Run-off systems versus re-circulating systems

Action: Board made motion to support as Priority 1: Current Outdoor Pool Changes and Parking.

Board prioritized others: Priority 2: Current Indoor Pool Changes

Priority 3: Splash Pads

Priority 4: New Pool Location

Action – Continued.

Staff was directed to get cost estimates on Section A items

Staff to discuss with City Planner additional parking space location and numbers.

Will it be sufficient to current use & added features?

Recreation Plan:

Park Board is concerned with growth on how to continue to meet community needs. What is needed; another recreation center, gymnasiums, ball fields, etc...

Changes to existing site and adjacent property versus land acquisitions

What can be done in collaboration with either school district?

**To: Park & Recreation Commission Board Members
Mayor, City Council and City Administrator**
From: Shelly Simpson, Recreation Director
Date: January 3, 2018
Re: Monthly Report – December 2017

Program Summaries – December

Swim Lessons:

Parent Tot:	Swim Lessons resume in January
Tadpoles:	Swim Lessons resume in January
Level 1:	Swim Lessons resume in January
Level 2:	Swim Lessons resume in January
Level 3:	Swim Lessons resume in January
Level 4:	Swim Lessons resume in January
Level 5:	Swim Lessons resume in January
Level 6:	Swim Lessons resume in January
Private – T:	Swim Lessons resume in January
TH:	Swim Lessons resume in January
Totaling;	Swim Lessons resume in January

Pool Programs:

Early Bird Aqua Aerobics:	Class resumes in March
Easy Does It:	3 participants, plus drop-ins.
Water Resistance AM:	2 participants, plus drop-ins.
Aqua Boot Camp:	4 participants, plus drop-ins.
Arthritis Foundation Aqua:	21 participants, plus drop-ins.
Noodle Triathlon Workout:	Drop-ins only.
Rec Swim Team:	Resumes in January

Preschool:

Kids Campsite:	This month; 732 participants
Lucky Duck:	Back to Tuesdays & Thursdays; this session \$ 54.00 collected
Wiggle Worms:	4 participants
Music & Movement:	4 participants
Kinder Club:	16 participants, plus walk-ins
Pee Wee Sports:	Resumes in January
Motion Madness:	Resumes in January

Youth Programs:

Recsters BASP:	AM – 16, PM-62, totaling 78 participants
Holiday Camp:	Dec 27-29; canceled due to low enrollment Jan 3 – 18 participants; Jan 4 – 12 participants and Jan 5 – 15 participants

Youth Sports:

Tae Kwon Do M/TH:	4 participants
Tae Kwon Do T/W:	4 participants

Adult Sports/Programs:

Basketball:	Package \$50; Drop-in \$150; totals \$ 200.00
Pickleball:	Package \$215; Drop-in \$532; totals \$ 747.00
Volleyball:	Package \$ -0-; Drop-in \$38; totals \$ 38.00

Adult Basketball:	Resumes in January
Co-ed Volleyball:	Resumes in January

Adult Fitness:

Cardio Pump:	6 participants, plus drop-ins.
Kickboxing PM:	1 participants, plus drop-ins.
Boot Camp:	Drop-ins only.
Lower Body Blast:	Drop-ins only.
Body Blast:	2 participant, plus drop-ins.
Body Sculpt:	Drop-ins only.
Personal Training:	This month totals: Kris = -0-; Allan = -0-; Rachel = -0-

Senior Citizens:

Senior Dining:	Dec 1	12 participants
	Dec 8	14 participants
	Dec 15	17 participants
	Dec 22	21 participants – potluck
	Dec 29	9 participants
	Total for month:	73 participants

Special Events:

Holiday Vendor Fair	36 vendors
Breakfast With Santa	over 500 participants
Thanks to NL Lions Cub for breakfast and Good Shepard Lutheran Church for providing craft activity for kids.	

ActiveNet Totals: Gross Income (Dec) = \$ 87,494.82

Residency Breakdown - POS: (Dec)

	Resident	Nonresident	Total	Previous Month
Track	100	63	163	114
Daily Weight	955	131	1,086	863
Senior DW	203	24	227	215
Sub Total	1,158	155	1,313	1,078
Pool	Adult	Youth/Seniors	Total	Previous Month
Daily Fees	372	549	921	928

To: Mayor and City Council

From: Michael Pentecost, Street Superintendent

Re: December 2017 Monthly Report

January 1, 2017

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

- Locating of City Utilities (117 job tickets) ongoing
- Continued animal control services (responded to 8 animal issues)
- Cemetery plot locates (1 in total)
- Winter Preparations
 - a. 100% of snow equipment fleet has been installed and inspected
 - b. All snowplow lights on trucks were converted to LED to help operators see better during night operations
 - c. All snow fence has been installed in problem snow drifting areas
- Responded to a request from North Liberty Fire Department to sand/salt James Ave area at time of house fire
- Electric contractor repaired multiple sites where Holiday décor is lighted
- Brine Production Equipment and building where 99% completed
 - a. City staff completely installed all brine production equipment
 - b. Brine equipment manufacture spent a day on site training Street staff on equipment
 - c. Street staff has been using equipment and brine before and during snow storms with excellent results
- Project Meetings
 - a. Front St reconstruction meetings with Shive Hattery and homeowners
 - b. Kansas Avenue project meeting with Shive Hattery and City Staff
 - c. TIM (Traffic Incident Management) meeting with local, county, and state agencies
 - d. Adaptive Signal Control meeting with North Liberty, IDOT, and Coralville
 - e. Traffic Controls Committee meeting with City Staff
 - f. Sanitary sewer lift station treatment meeting with chemical vendor
- Sanitary Sewer repair
 - a. City hired contractor, Visu-Sewer, completed 2nd and final sage to repair 28 manholes
 - b. Hydro-located force sewer main to prevent electric company from damaging it
- Winter preparations of Forevergreen Road grading and rock hauling before winter freeze
- Temporary repair of Hackberry St concrete until next summer when damaged area can be replaced
- Altorfer Caterpillar performed load bank testing on Public Works Campus generator as part of preventative maintenance
- Service and repair completed on a number of city vehicles and equipment
- Budget and goal setting preparations



Salt getting loaded into brine production machine.



3000 Gallon storage tank and Truck Fill machine.

Communications Department Report

Submitted to the North Liberty City Council

Jan. 3, 2018, for the month of November 2018

Beat the Bitter

Jillian continues to work on details for the third annual festival, including a brand-new ice rink in Penn Meadows Park (see below), and added additional events for the week of Jan. 28 and Feb. 3, the majority are free including all of Fire & Ice Friday at Penn Meadows Park. The listings, with registration links, are available at beatthebitter.com.

Ice rink

Working with the Recreation and Parks departments, we installed a new ice-skating rink on top of the tennis courts in Penn Meadows Park, secured ice skates to loan and marketed the new winter recreation opportunity to the community. Skating and skates are free, and details are available on our website.

Website redesign/focus group

We worked with Maudience and staff from across the city to focus on our website needs and help start honing the necessary content and functionality. The Maudience team will present some early work to the Communications Advisory Commission at its January meeting.

Budget

Nick submitted and met with city administration to discuss a proposed department budget for the fiscal year starting on July 1, 2018. Requests for the next fiscal year include additional staff time, training, and production equipment and workstation upgrades.

Corridor Brand Cram

Nick spent a day and a half working with a team of marketing and development folks from the Iowa City Cedar Rapids area to develop a regional brand and marketing campaign for the Cedar Rapids Iowa City Corridor Development, the Iowa City Area Development Group's joint venture with Cedar Rapids Metro Economic Alliance. The goal was to rapidly brainstorm, develop and pitch branding for what is currently called "Iowa's Creative Corridor." The ideas were presented to ICAD/CRMEA staff and then the joint venture board, and has since been shown to other key stakeholders. An RFP based on the work was issued in today.

Holidays

We covered a lot of holiday events and goings on, including Breakfast with Santa and the holiday vendor fair, and worked to inform the public about the myriad service and hour changes related to the holidays. Derek went through our year's archive of video to put together a highlight reel of North Liberty's past year for the new year. You can see it here:

<https://vimeo.com/249111789>

Snow emergency

Our first declared snow emergency of the year was issued on Dec. 29. It's always helpful when heavy snow and the declared emergencies fall outside of regular commutes and school travel, but the declarations seem to be smooth and mostly expected after several years of the ordinance's existence.

Other

We produced and submitted City Council meetings to the Iowa City government channel.

Staff represented the City of North Liberty at as part of the Iowa City Area Chamber of Commerce North Liberty steering committee, with the United Way and Think Iowa City.

We sent news releases about a variety of survey seeking feedback from the public, tree collection, the Iowa City Landfill's cardboard ban, potential zoning ordinance changes and more.

Social media (Current month and preceding 12)

Month	Facebook new likes	Facebook reach (28 days)	Twitter new follows	Twitter impressions	Instagram net new follows
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)
January 2017	41	27,035	59	17,400	13 (887)
December 2016	51	59,538	29	17,800	14 (874)

Website Statistics (Current month and preceding 12)

Month	Sessions	Users	Pageviews	Pages/Session	Avg. Session
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
January 2017	15,482	10,918	35,254	2.28	1:33
December 2016	12,687	9,167	29,048	2.29	1:30

Completed Videos

Title	Requested By	Date Completed	Duration
Communications Advisory Commission	City Administration	Dec. 4	0:30
Planning and Zoning	City Administration	Dec. 5	0:39
Parks and Recreation Commission	City Administration	Dec. 5	1:37
Advance in 60	Communications	Dec. 5	0:54
Social: Holiday Fair	Communications	Dec. 9	0:01
Social: Breakfast with Santa	Communications	Dec. 9	0:01
Social: Cookie Walk	Communications	Dec. 9	0:01
Library Board of Trustees	City Administration	Dec. 11	0:41
City Council	City Administration	Dec. 12	1:05
Social: Shop with a Cop	Communications	Dec. 12	0:01
Crisis Center	Crisis Center of JC	Dec. 15	0:02
Social: Penn Meadows Ice Rink Installation	Communications	Dec. 20	0:01
City Council	City Administration	Dec. 21	0:45
Social: Penn Meadows Ice Rink Open	Communications	Dec. 27	0:02
Social: Lunch Chief Platz	Communications	Dec. 28	0:01
North Liberty Highlight Video	Communications	Dec. 28	0:03
Social: Noon Year's Eve	Communications	Dec. 28	0:01
Total shoots: 17	Duration of new video: 6.31 hours		



Water Pollution Control Plant



Iowa

TO: City Council, Mayor and City Administrator

FROM: Drew Lammers


DATE: Jan. 1, 2018

SUBJECT: December 2017 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. WPCP's state certified laboratory had its biannual laboratory inspection from the state performed by the State Hygienic Laboratory. This inspection takes several hours and details all of the procedures, equipment, data records, and quality control regarding our laboratory performance and results. Upon completion no deficiencies were found. Our laboratory/operations team has done a great job running all of the precise testing to achieve these great reviews.
3. This month's staff safety meeting was on overall safety policy review. Employees completed the target solution tasks as well as reviewed all annual safety training topics as a group. A list was compiled of any safety follow up items around the plant and will be completed the beginning of January.
4. The majority of the WPCP Phase 2 expansion project is complete with the exception of some changes in design and construction to our preliminary treatment process. There are several punch list items to be resolved by contractors yet. The SCADA integrator has been developing an entire new plant overview for all of the facility equipment. This requires a lot of input from WPCP staff to get the equipment layout accurate as well as testing several run/fault signals for hundreds of alarms. Substantial project completion will be granted to contractors once these computer screens are complete for plant operations.

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

January 3, 2018

We read 8,242 radio reads last month that's an increase of 6 accounts. We had to re-read approximately 61 accounts.

We delivered 193 shut off notices and shut off approximately 44 overdue accounts for non-payment last month.

We had 137 service orders, 40 equipment change outs, and 15 new meter sets.

In the month of December, we treated a total of 39,106,000 gallons of water, our average daily flow was 1,261,000 gallons, and our maximum daily flow was 1,450,000 gallons. The total for the month was 14.85% higher than last December. We pumped a total of 517,002,000 gallons for the entire year, which averages out to about 43,000,000 gallons per month. I compared 2017's pumpage to 2016 and we had an increase of about 51,166,000 gallons, which comes out to about 9.9%.

The new treatment plant is moving right along. The flooring in the chemical rooms are finished and the fiberglass grading is being installed, the electricians have installed lighting throughout the building, we will be doing startup on the HVAC units on Friday the 5th, the IDNR will be here on the 5th to do the American Iron and Steel inspection, Kistler Crane will be load testing the overhead cranes on the 5th, the plumbers are nearly finished with the stainless-steel piping, and the RO skids are scheduled to be here on the 8th. Harn will be sending a representative to assist Portzen with the installation.

We started doing routine maintenance on all of our equipment. The excavation equipment is finished, it will take another week to finish all of the portable equipment and then we will start in on the treatment plant and the booster station.

The weather is slowing down progress on the division II water main project. Ricklefs Excavating has finished three connections along Parkview ct. They are planning on starting to bore pipe from the old treatment plant site through the park over to Birch next week if the temperature gets into the 20's.

Water Superintendent
Greg Metternich

North Liberty Parks & Recreation Committee Meeting

Thursday, December 7, 2017

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

NEW BUSINESS:

1. **Approve minutes:** Minutes from November 2 meeting approved.
2. **Board Appointment:** Welcome Troy Carter, new board member
3. **Dek Hockey presentation:** Joshua Karau presented info re activity, started in Quad Cities by Patrick Levesque, has now expanded to Waterloo and would like to expand to North Liberty. Is version of hockey played on hard surface outdoors spring to fall. Their needs are hard surface (concrete or asphalt), lighting, and sound. They would provide interlocking surface, side walls and fencing. Board is interested but issue is space and hard surface availability.
4. **Centennial Park playground:** Guy presented 4 options, 2 from Little Tikes and 2 from Game Time for 5-12 yr play structure at park. All are a poured in place surface, and ADA accessible. Discussion re costs and features of each. Motion made and passed to approve Little Tikes Option 1.
5. **Recreation Survey:** No budget approval for RFP so Shelly worked with Nick to formulate survey that is available online and via hard copy at Rec Center desk and City Hall. Will accept through January 31.
6. **Fees/Membership discussion:** Presented proposals for new fee/membership schedule. Depending on the age group and package type, fees may increase, decrease or stay the same, although many of the annual fees have a decrease in cost. Proposal has no difference in rates between resident and non-resident. Have not had rate increase in 10 years, and would like to institute a facility use pass to better track and identify facility users (such as for open gym). Discussed proposals, board had questions re no fee difference for non-residents (who are also not paying taxes to support center) and the new facility/track use annual fee of \$60, wondering if it will limit ready use that is an introduction to the rest of the facility. Shelly will discuss more with staff and bring back to board.
7. **Building and Grounds Report:** Finished mowing, snow removal equipment ready. Seeded Babe Ruth field. Working on budget, has meeting re budget next week.
8. **Upcoming events:**

Holiday Vendor Fair	December 9
Breakfast with Santa	December 9

OLD BUSINESS:

1. **Recreation Monthly Report:** November swim session had 178 participants. Increase in Kids Campsite numbers with cold weather.

CONCLUSION:

1. **Next Meeting** **Thursday January 4, 2018 at 7:00PM**
Location: City Council Chambers at 1 Quail Creek Circle

2. Adjourned at 8:24 pm

Minutes submitted by Jami Maxson