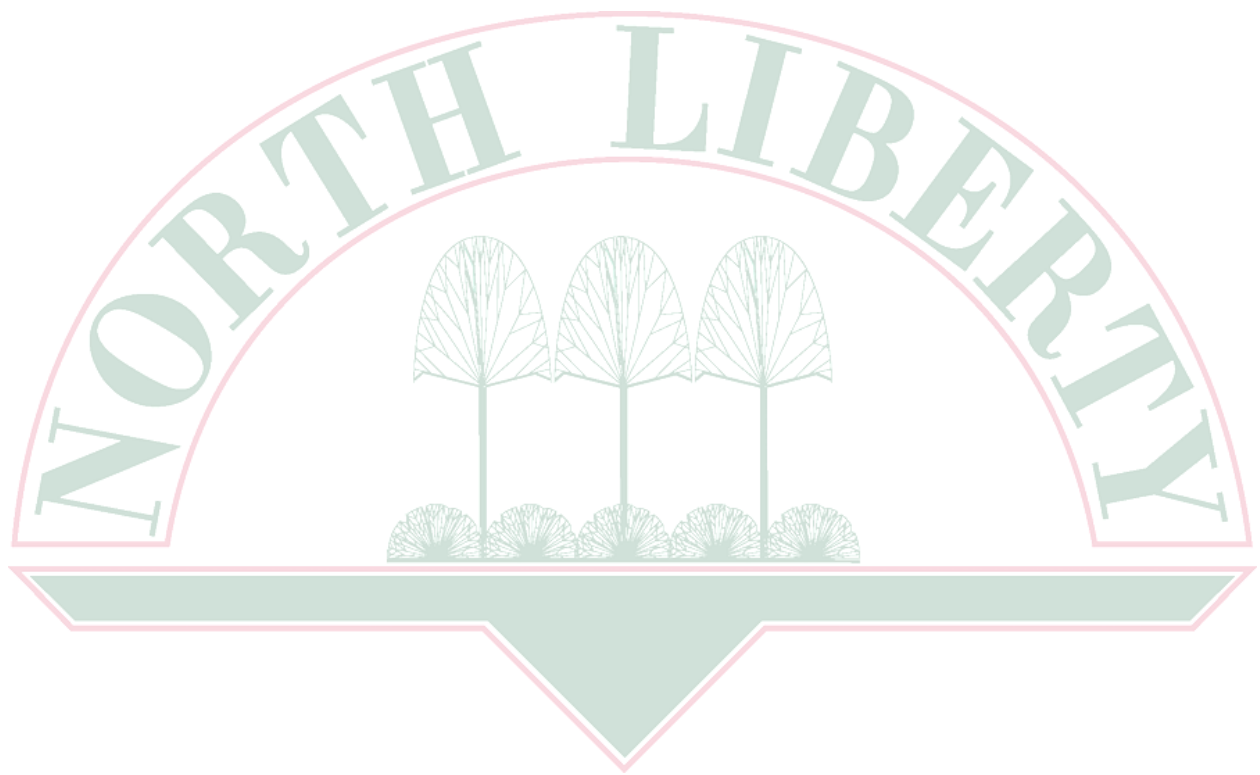




March 28, 2017

North Liberty
City Council
Regular Session

City Administrator Memo





City Council Memo

for March 28, 20128

from the desk of Ryan C. Heiar

Meetings & Events

Tuesday, Mar 28 at 6:30p.m.

City Council

Thursday, Mar 30 at 4:30p.m.

North Liberty Projects Open
House

Monday, Apr 3 at 6:00p.m.

Communications Commission

Tuesday, Apr 4 at 6:30p.m.

Planning Commission

Wednesday, Apr 5 at 7:00p.m.

Tree & Storm Water Board

Thursday, Apr 6 at 7:00p.m.

Parks & Recreation
Commission

Tuesday, Apr 11 at 6:30p.m.

City Council

Consent Agenda

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

- City Council Minutes (03/14/17 & 03/16/17)
- Claims
- February Revenues
- Liquor License Renewal
 - Blue Bird Café (renewal)
 - Adelita's Grill (new)
- Phase II WWTP Improvements, Change Order #12, Tricon Construction Group, \$34,477.33
- SRF Sponsored Water Quality Project, Change Order #2, Metro Pavers, Inc., \$242.08
- Phase I Water System Improvements Division I, Pay Application #5, Portzen Construction, Inc., \$42,850.73

ICAD Presentation

Mark Nolte, ICAD President and Kate Moreland, Director of Collaboration and Community Relations will be at Tuesday's meeting to make ICAD's annual update and presentation to the City Council. Additionally, they will discuss ICAD's funding request of \$75,000 for FY 18, which is an increase of \$25,000 from previous years. Included in your packet is the presentation that Mr. Nolte and Ms. Moreland will reference at the meeting. ICAD has been a great resource for the City of North Liberty and continues to support us when economic development projects and/or issues arise. Most recently, they've assisted businesses such as Spotix, Frontier and Cole's on various issues. The FY 18 budget does include an extra \$25,000 in funding for ICAD and I am recommending we make the contribution as ICAD continues to be a valuable partner in the economic development world.

Ryan C. Heiar, City Administrator

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

Crisis Intervention Training (CIT) Presentation

Jessica Peckover with Johnson County will be at the meeting to present information about the Crisis Intervention Program that the County and local law enforcement agencies have been learning about and training for over the last couple of years. The Council will be asked to appoint someone from the elected body to sit on the CIT steering committee. Included in your packet is the presentation that will be delivered on Tuesday.

Azul Tequila Liquor License

In May of 2016 there was an illness complaint made against Azul Tequila to the Johnson County Health Department. As a result, Azul Tequila was required to obtain a Certified Food Protection Manager (CFPM) certificate, which requires taking a class and passing an exam. After months had gone by, Azul enrolled an employee in a class but unfortunately the employee failed the exam and did not sign up for a retest. Since that time no other employees have enrolled in the class. Included in your packet is an email from a Health Department representative with more details about the inspection, as well as the inspection report.

While the City has no involvement in the above described health inspection/requirements process, the City Council does review and approve/deny liquor licenses. Azul Tequila's liquor license is up for renewal and staff is recommending denial of the license until the establishment comes into compliance with the Health Department regulations. If denied, they will be able to continue to serve alcohol through the appeal process; however, staff is hopeful that Azul Tequila will come into compliance before an appeal hearing is needed.

Harvest Estates II Developer's Agreement

The developer of Harvest Estates II is ready to construct part 4 of the subdivision, south of what has been constructed to date. It includes the extension of Franklin Street and connection to Prairie Street – a total of 25 single family lots. Approval of a developer's agreement is required before construction can begin and staff recommends Council approve the agreement included in your packet.

2017 Borrowing

The agenda includes three public hearings and three resolutions regarding three separate bond sales and loan agreements. The proposed bond sale – scheduled for April 11 - will include three refunding (aka refinancing) projects as well as new money for recently completed projects. A breakdown of the new and refunding bond sales is shown in the figure to the right. A forth resolution (agenda item 14A) acknowledges the bond counsel of record for the water refunding bond sale, which was not prepared in time for action at the last meeting.

Bond Sale Summary	
2017A	
Refunding	\$2,385,000
NL Road/Dubuque Street Project	\$1,088,050
East Growth Utilities Project	\$1,226,950
Total	\$4,700,000
2017B	
Refunding	\$2,880,000
NL Road/Dubuque Street Project	\$3,079,800
Penn Street (ICAAP) Project	\$2,140,200
Total	\$8,100,000
2017C	
Refunding	\$1,250,000
Total	\$1,250,000
New Money	\$7,535,000
Refunding	\$6,515,000
Total Borrow	\$14,050,000
Estimated Savings	\$192,000

Brine Production and Water Storage Facility Project

Six bids were received for this project with the low bid being submitted by Garling Construction in the amount of \$865,000 (excluding the bid alternates). The low bid is approximately \$78,000 higher than the engineer's estimate. Garling Construction has previously worked for the City, most recently constructing the Street Maintenance Facility. Staff was very satisfied with the work on that project. Based on Garling's bid, the total cost of the project is estimated at \$1,077,005, which also includes design and construction administration fees and the brine making equipment that will be purchased separately by the City. Staff recommends approval of the low bid from Garling Construction and to decline the bid alternates at this time. A breakdown of the project bids and the bid alternates can be found in the packet.

Brine Production & Water Equipment Facility	
Garling Construction, Inc.	\$865,000
Tricon General Construction, Inc.	\$893,000
Bushong Construction, Inc.	\$924,000
Portzen Construction, Inc.	\$966,000
Calacci Construction, Inc.	\$1,065,500
City Construction, Inc.	\$1,317,800
Engineer's Estimate	\$787,105

Ranshaw House Project

Included in your packet is a design proposal from Shive Hattery for architectural, mechanical and electrical design and construction services for the Ranshaw House project. The estimated design and construction administration fee is \$29,000. Staff is recommending approval of the proposal in order to move ahead with the Ranshaw House Project. The FY 17 budget includes \$200,000 to complete this project. A cost opinion for this project is not yet available; however, one will be at the completion of the preliminary design effort, at which point the scope should be pinned down. In particular, a preliminary code review and subsequent discussions with the Building and Fire Departments will help define the scope of the architectural work.

I380/Forevergreen Road Project Agreements

On this agenda are three agreements related to the I-380/Forevergreen project. The first one is an agreement between the IDOT and the City concerning right of way and related issues for the part of the project on both sides of I-380.

The second and third agreements on this agenda involve several private utilities. The second agreement is the Right of Way for Primary Road Project (Utilities) that is necessary for the IDOT to acquire parts of certain properties for the utilities that have expressed an interest in placing infrastructure in this area as part of the IDOT's project. The City is agreeing to the general arrangement and specifically will pay the IDOT for the easement purchases being made for the private utilities. The third agreement is between those same private utilities and the City, which provides for the City to be reimbursed by each of the utilities, which will result in the City being compensated in full for what it pays to the IDOT.

In addition to these three agreements and the cooperative (cost share) agreement currently being worked on for the I-380/Forevergreen project, the City may also be asked to enter into a preconstruction agreement but staff is not currently working on that agreement.

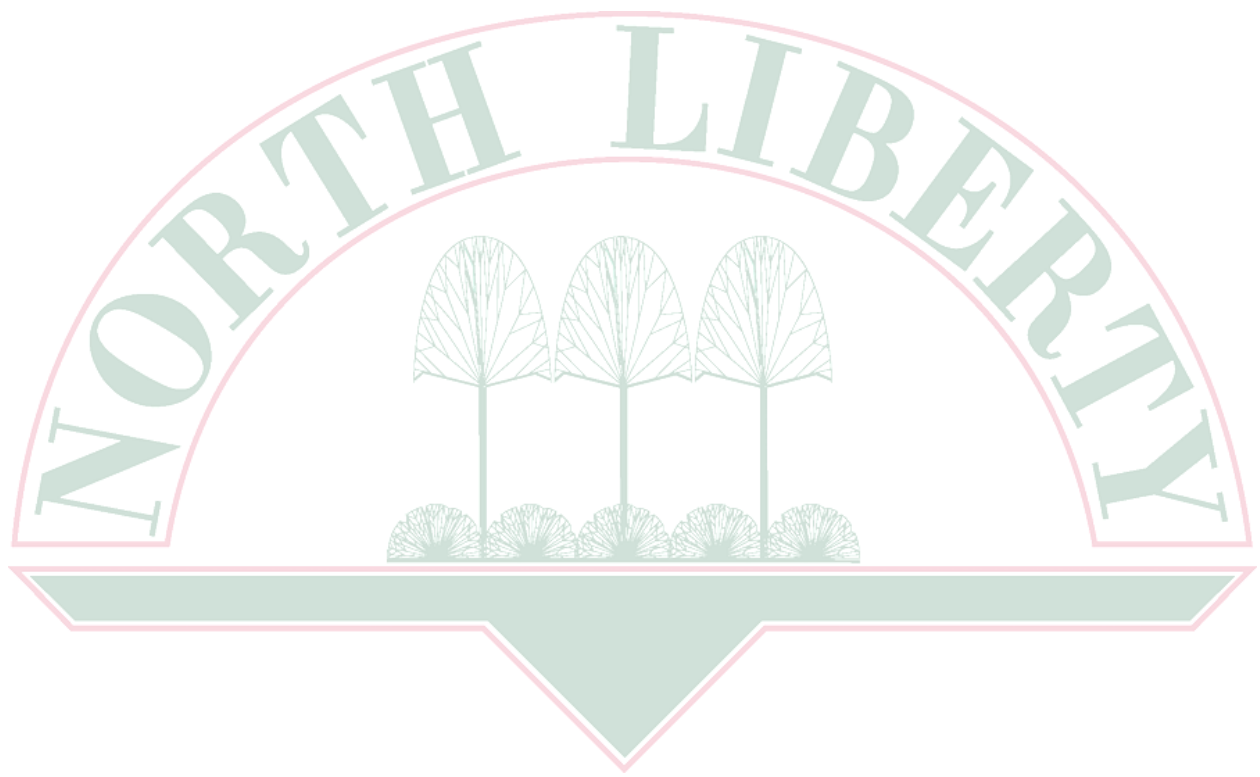
North Liberty Transit Route

Statistics for the first five months of the North Liberty Transit program can be found in your packet. In short, ridership continues to slip with February garnering only six rides at a total cost of \$3,981. March figures are not available as of yet, but will be sent out in early April. Mayor Donahue will lead a brief discussion/Q&A session with the group regarding the provided data and options on moving forward.

Fireworks Legislation, SF489

As of the publication of this memo, a Fireworks bill has made its way through the Iowa Senate (SF489). Essentially, the bill allows for the sale of fireworks in Iowa between certain dates. This current piece of legislation would require cities to allow the sale of fireworks; however, would provide authority to cities to ban the use of fireworks, via ordinance, within the corporate limits. A more detailed summary of the proposed bill is included in your packet. Mayor Donahue added this item to the agenda for discussion purposes as there has been interest from the public on this piece of legislation.

Agenda





AGENDA

North Liberty City Council
March 28, 2017
Regular Session
6:30 p.m.
City Council Chambers

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, March 14, 2017
 - B. City Council Minutes, Special Session, March 16, 2017
 - C. Claims
 - D. February Revenues
 - E. Liquor License Renewal, Blue Bird Café, Class C Liquor License with Outdoor Service and Sunday Sales endorsements
 - F. Liquor License Application, Adelita's Grill, 555 S. Highway 965, Suite E, Class C Liquor License with Sunday Sales endorsement
 - G. Wastewater Treatment Plant Phase II Improvements, Change Order Number 12, Tricon Construction Group, \$34,477.33
 - H. Phase I Water System Improvements – Division I Water Treatment Plant, Pay App Number 5r1, Portzen Construction, \$42,850.73
 - I. SRF Sponsored Water Quality Project, Change Order No. 2, Metro Pavers, Inc., \$242.08
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. ICAD Presentation
 - A. Discussion regarding ICAD presentation
13. Crisis Intervention Team Presentation
 - A. Discussion regarding CIT presentation
14. Azul Tequila Liquor License
 - A. Discussion and possible action regarding Liquor License Renewal Application
15. Harvest Estates Developer's Agreement
 - A. Resolution Number 2017-29, A Resolution approving the Developer's Agreement between the City of North Liberty and Glynmor, LLC that establishes the terms and conditions under which Harvest Estates II Part Four will be developed in the City of North Liberty, Iowa
16. 2017 Borrowing
 - A. Resolution Number 2017-24, A Resolution approving the Engagement Letter between the City of North Liberty and Dorsey & Whitney LLP regarding bond counsel services for the 2017 Water Revenue Financing
 - B. Public Hearing on Proposal to Enter into a General Obligation Corporate Purpose and Refunding Loan Agreement
 - C. Resolution Number 2017-30, A Resolution taking additional action on General Obligation Corporate Purpose and Refunding Loan Agreement, setting date for the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2017A, authorizing the use of a preliminary official statement in connection therewith
 - D. Public Hearing on Proposal to Enter into a General Obligation Urban Renewal and Refunding Loan Agreement
 - E. Resolution Number 2017-31, A Resolution taking additional action to enter into a General Obligation Urban Renewal and Refunding Loan Agreement, setting the date for the sale of General Obligation Urban Renewal and Refunding Bonds, Series 2017B and authorizing the use of a preliminary official statement in connection therewith
 - F. Public Hearing on Proposal to Enter into a Water Revenue Refunding Loan Agreement
 - G. Resolution Number 2017-32, A Resolution taking additional action to enter into a Water Revenue Refunding Loan Agreement, setting the date for the sale of Water Revenue Refunding Bonds, Series 2017C and authorizing the use of a preliminary official statement in connection therewith
17. Brine Production and Water Equipment and Maintenance Facility
 - A. Resolution Number 2017-33, A Resolution accepting the bid and authorizing execution of the Contract for the Brine Production and Water Equipment and Maintenance Facility Project, North Liberty, Iowa

18. Ranshaw House Project

- A. Resolution Number 2017-34, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Ranshaw House Project

19. I-380/Forevergreen Road Project Agreements

- A. Resolution Number 2017-35, A Resolution approving the Right of Way Agreement for Primary Road Project between the Iowa Department of Transportation and the City of North Liberty, Iowa regarding the I-380 and Forevergreen Road Interchange Project (Agreement No. 2017-1-145)
- B. Resolution Number 2017-36, A Resolution approving the Right of Way Agreement for Primary Road Project between the Iowa Department of Transportation and the City of North Liberty, Iowa regarding the I-380 and Forevergreen Road Interchange Project (Agreement No. U-2017-FGR-Easements)
- C. Resolution Number 2017-37, A Resolution approving the Easement Purchase Reimbursement Agreement between Linn County Rural Electric Cooperative, Midamerican Energy Company, South Slope Cooperative Communications, Mediacom, Qwest Corporation and the City of North Liberty, Iowa regarding the I-380 and Forevergreen Road Interchange Project

20. North Liberty Bus Service

- A. Discussion regarding North Liberty Bus Service

21. Fireworks Bill SF489

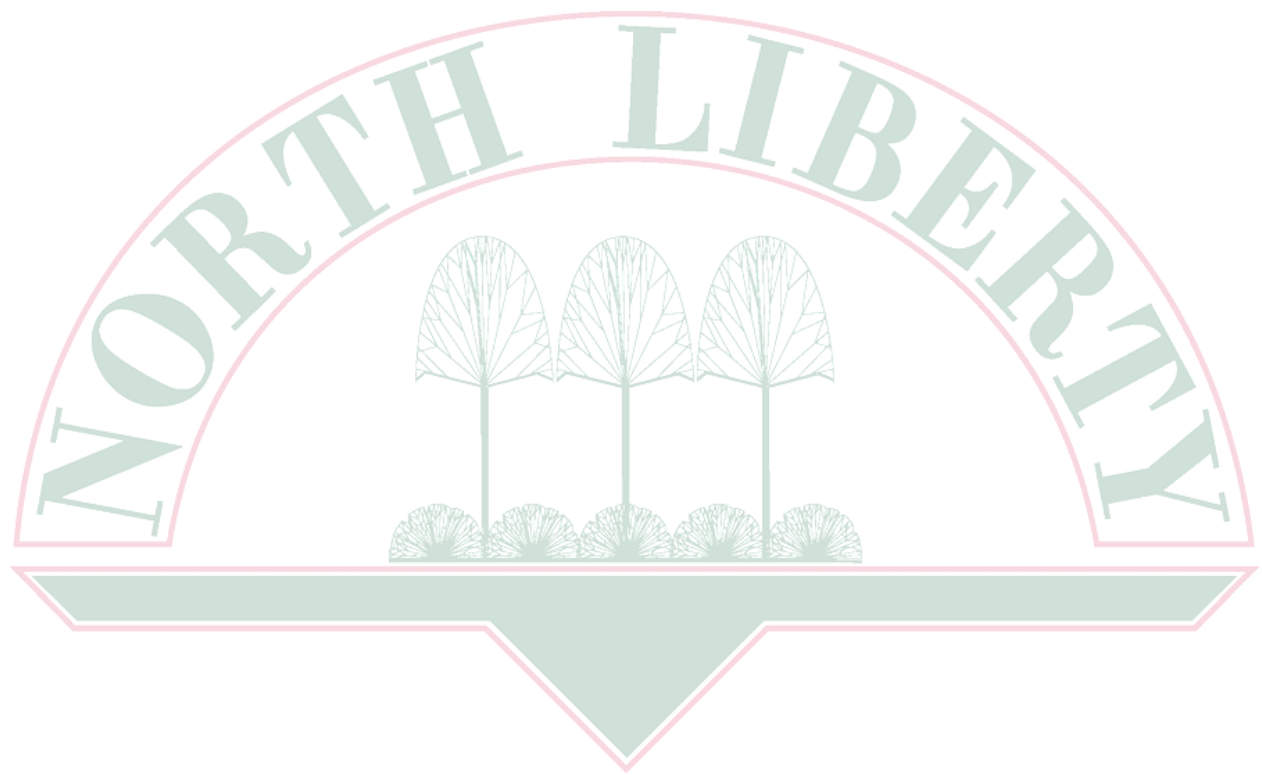
- A. Discussion regarding Fireworks Bill SF 489

22. Old Business

23. New Business

24. Adjournment

Consent Agenda





Minutes

North Liberty City Council
March 14, 2017
Regular Session

Call to order

Mayor Terry Donahue called the March 14, 2017 Regular Session of the North Liberty City Council to order at 6:00 p.m. Council members present: Chris Hoffman (via phone), Annie Pollock, Jim Sayre and Brian Wayson.

Others present: Ryan Heiar, Scott Peterson, Mary Byers, Dean Wheatley, Don Cox, Bill Schmooke, Dennis Tallman, Diane Venenga, Kristie Fortmann-Doser, Galen Main, Susan Gray, Devon Inman, Debbie Yarrow, Todd Van Eresvelde other interested parties.

Approval of the Agenda

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

Consent Agenda

Wayson moved, seconded by Sayre to approve the Consent Agenda including City Council Minutes, Regular Session, February 28, 2017; the attached list of Claims; Liquor License Renewal, Quail Creek Golf Course, Class B Beer with Outdoor Service and Sunday Sales endorsements; Phase II WWTP Improvements, Pay Application Number 18, Tricon Construction Group, \$332,952.49; Phase II WWTP Improvements, Change Order Number 11, Tricon Construction Group, \$13,386.83; SRF Sponsored Water Quality Project, Pay Application Number 6, Metro Pavers, Inc., \$175,433.03; Phase I Water System Improvements Division II, Pay Application Number 3, Gingerich Well & Pump Service, \$483,700.10; Phase I Water System Improvements Division I, Change Order Number 2, Portzen Construction, Inc., \$24,352.00; North Liberty Road Improvements Project, Pay Application Number 1, Metro Pavers, Inc., \$6,175.00. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Planner Report

Wheatley reported on the new transit system and there were only six trips provide in February. Donahue announced that transit will be discussed at the March 28th council meeting.

City Engineer Report

Heiar reported in Trom's absence. There was an open house for adjacent property owners' last Thursday on the North Liberty Road Project. There will be an Open House Meeting at the Library on March 29th at 4:30 p.m. for all the 2017 projects. Information on this meeting is on the City's website. The well project had some equipment problems which has delayed progress somewhat, but should be up running again soon. Tree removal on North Liberty Road should be completed by April 1, 2017.

City Attorney Report

Peterson reported on a company named Mobilitie that is currently in Des Moines before the Legislature to try to take local control of right-of-ways from cities. Peterson will get reports out to the City Council and keep them advised of the situation. The 28E Agreement for the North Liberty Road Project will be considered at the March 23, 2017 meeting of the Board of Supervisors. Peterson gave an update on the Weinman lawsuits.

City Administrator Report

Heiar reported to the Council that there is a lot going on and the next agenda will be full.

Mayor Report

Donahue gave a Legislative update.

Fire Department Report

Don Cox presented the WINGSPREAD VI Report that was completed in December, and took questions from the Council. Mayor and Council thanked Bill Schmooke, from the Fire Department, for his assistance.

Social Service Grant Applications

North Liberty City Council has allocated funds in the FY2018 Budget for social service programs and projects. The following have requested funds:

North Liberty Family Resource Center	\$18,652.00
Domestic Violence Intervention Program	\$ 5,000.00
Four Oaks	\$ 3,000.00
4C's Community Coordinated Child Care	\$ 2,225.00
Elder Services	\$10,000.00
Any Given Child	\$ 2,000.00

Sayre moved, seconded by Wayson to approve Domestic Violence Intervention Program \$5,000.00; Four Oaks \$3,000.00; 4C's Community Coordinated Child Care \$2,225.00; Elder Services \$10,000.00; and Any Given Child \$2,000.00. After discussion, the vote was: ayes—Sayre, Pollock, Wayson, Hoffman; nays—none. Motion carried.

It was the consensus of the Council not to give North Liberty Family Resource Center any additional funds above the funds in the yearly budget.

Linn County REC Site Plan

Wheatley reported on the request to relocate the substation located on 240th Street owned by Linn County REC. Staff and Planning Commission has recommended approval of the Site Plan.

Todd Van Eresvelde from Linn County REC addressed the Council on the application and was there to answer questions. He mentioned that construction is several years away.

Pollock moved, seconded by Wayson to approve Resolution Number 2017-19, A Resolution approving the Development Site Plan for Linn County REC, North Liberty, Iowa. The vote was: ayes: Hoffman, Pollock, Sayre, Wayson. Motion carried.

Hoffman left the meeting via phone.

Police Station

Heiar gave a brief history on the current Police Department Building and its serious deficiencies. Included in the Council packet was a proposed project schedule for the design and construction. The consensus of the Council was to move ahead with the project and hold a work session to review the proposed City Complex with emphasis on the Police Station.

2017 Borrowing

Sayre moved, seconded by Pollock to approve Resolution Number 2017-20, A Resolution Approving the Engagement Letter between the City of North Liberty and Dorsey & Whitney LLP regarding bond counsel services for the 2017 General Obligation Financing. The vote was: ayes- Sayre, Wayson, Pollock; nays-none; absent—Hoffman. Motion carried.

Pollock moved, seconded by Wayson to approve Resolution Number 2017-21, A Resolution Setting the Date for a Public Hearing on Proposal to Enter into a General Obligation Corporate Purpose and Refunding Loan Agreement and to Borrow Money Thereunder in a Principal Amount not to Exceed \$4,700,000. The vote was: ayes—Pollock, Wayson, Sayre; nays—none; absent—Hoffman. Motion carried.

Wayson, moved, seconded by Pollock to approve Resolution Number 2017-22, A Resolution approving the Engagement Letter between the City of North Liberty and Dorsey & Whitney LLP regarding bond counsel services for the 2017 General Obligation Urban Renewal Financing. The vote was: ayes—Pollock, Sayre, Wayson; nays—none; absent-Hoffman. Motion carried.

Sayre moved, seconded by Pollock to approve Resolution Number 2017-23, A Resolution Setting the Date for a Public Hearing on Proposal to Enter into a General Obligation Urban Renewal Improvement and Refunding Loan Agreement and to Borrow Money thereunder in a Principal Amount not to Exceed \$8,100,000. The vote was: ayes—Pollock, Sayre, Wayson; nays—none; absent--Hoffman

Pollock moved, seconded by Wayson to approve Resolution Number 2017-25, A Resolution Fixing a Date for a Public Hearing on a Proposal to enter into a Water Revenue Refunding Loan Agreement and to Borrow Money Thereunder in a Principal Amount not to exceed \$1,250,000. The vote was: ayes—Pollock, Wayson, Sayre; nays—none; absent—Hoffman. Motion carried.

North Liberty Road Project

Wayson moved, seconded by Sayre to approve Resolution Number 2017-26, approving a 28E Project Agreement between Johnson County, Iowa and the City of North Liberty, Iowa regarding the North Liberty Road Improvements Phase 2 Project and annexation or severance of certain

property. After discussion, the vote was: ayes—Sayre, Wayson, Pollock; nays—none; absent—Hoffman. Motion carried.

Penn Street Project

Wayson moved, seconded by Pollock, to approve Resolution Number 2017-27, A Resolution Accepting the Bid and Authorizing Execution of the Contract for the Penn Street Improvements 2017 Project, STP-U-5557(620)—70—52, North Liberty, Iowa. The vote was: ayes—Sayre, Wayson, Pollock; nays—none; absent—Hoffman.

Brine Production and Water Equipment and Maintenance Facility

Public Hearing regarding plans, specifications, form of contract and estimate of cost for the Brine Production and Water Equipment and Maintenance Facility Project.

Public hearing was opened at 8:07, there were no comments, and the hearing was closed.

Pollock moved, seconded by Sayre to approve Resolution Number 2017-28, A Resolution approving and confirming plans, specifications, form of contract and estimate of cost for the Brine Production and Water Equipment and Maintenance Facility Project. The vote was: ayes—Pollock, Sayre, Wayson; nays—none; absent—Hoffman. Motion carried.

Special Election and Council Vacancy

Peterson addressed the Council on options for the Mayoral Election and the City Council vacancy. Peterson had discussions with the Johnson County Auditor with dates and times that would work for the election process and April 25th would be a date that would work the best for them.

Sayre moved to have both Mayoral Election and City Council vacancy on the ballot at the same time on April 25, 2017. There was discussion between the Council and the motion died for lack of a second.

Wayson moved, seconded by Pollock, to approve an April 25, 2017 election date for the Mayor position. The vote was: ayes—Pollock, Wayson, Sayre; nays—none; absent—Hoffman. Motion carried.

Wayson moved, seconded by Sayre, to have a Special Election for the vacant Council Seat. After discussion, the vote was: ayes—Sayre; nays—Pollock, Wayson; absent—Hoffman. Motion failed.

It was the consensus of the Council to have City staff arrange a special meeting as soon as possible to have discussion and action with all City Council Members on the Council vacancy.

Old Business

Peterson wanted to add to his report and explained how working in the right-of-way works now. The company typically meets with City officials and explains the type of work that is to be done, and are bonded for any damage. The current bill before the Legislature would disallow cities ability to control the process and severely limit cities authority to control the number or types of poles placed on City property.

Pollock thanked the Library and Mercy Hospital for the Lactation Room

New Business

Sayre welcomed Michael Wolfe as the new Stormwater Coordinator.

Adjournment

At 8:30 p.m., the Mayor adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Terry Donahue, Mayor

Attest:

Mary Byers, Deputy City Clerk



MINUTES

North Liberty City Council
March 16, 2017
Special Session

Call to order

Mayor Donahue called the Special Session of the North Liberty City Council to order at 2:00 p.m. Council members present by phone: Chris Hoffman, Annie Pollock, Jim Sayre and Brian Wayson.

Others present: Ryan Heiar, Scott Peterson, Mary Byers, Mattie Arnold, and other members of the press.

Approval of the Agenda

Pollock moved, seconded by Hoffman, to approve the agenda. The vote was: ayes—Pollock, Wayson, Hoffman and Sayre. Agenda approved.

Council Vacancy

Wayson moved, seconded by Hoffman to have the Council vacancy on the April 25, 2017 special election. The vote was: ayes—Pollock, Wayson, Hoffman, Sayre; nays—none. Motion carried.

Adjournment

At 2:05 p.m., the Mayor adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Terry Donahue, Mayor

Attest:

Mary Byers, Deputy City Clerk

FEBRUARY 28TH, 2017

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	228,415.10	5,835,383.52
011-FIRE EQUIPMENT CAPITA	0.00	0.00
012-LIBRARY CAPITAL FUND	209.50	10,981.48
013-RECREATION CAPITAL FU	0.00	574.00
014-POLICE CAPITAL FUND	3,605.00	22,318.52
015-TRANSPORTATION IMPACT	9,493.29	774,387.37
016-STORMWATER IMPACT FEE	0.00	0.00
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	0.00	1,604,321.03
019-YOUTH SPORTS SCHOLARS	4,029.75	12,350.02
020-EQUIPMENT REVOLVING	175.49	2,262.44
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	4,297.08	4,297.08
025-POLICE SEIZED FUNDS	0.00	0.00
060-ROAD USE TAX FUND	213,629.79	1,303,492.04
061-STREET CAPITAL PROJEC	0.00	258,115.00
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	4,604.07	2,303,870.66
110-DEBT SERVICE FUND	3,135.88	564,861.01
210-TRUST AND AGENCY	4,734.10	755,461.70
280-CUSTOMER DEPOSITS	8,540.00	112,360.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	0.00	0.00
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	283,799.87
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	103,800.13
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	0.00
322-LIBRARY BUILDING FUND	10.46	8,283.95
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	0.00
510-WATER FUND	275,791.78	2,232,519.71
511-WATER CAPITAL RESERVE	0.00	82,496.00
512-WATER SINKING FUND	77,057.08	616,456.64
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	97,227.85	230,436.85
520-SEWER FUND	345,975.04	2,734,976.24
521-SEWER CAPITAL RESERVE	17,125.00	313,964.00
522-SEWER SINKING FUND	113,135.33	905,082.64
523-WASTEWATER TREATMENT	650,881.02	3,970,433.76
524-SEWER TRUNK AND I&I	0.00	1,440,387.40
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	16,504.00	382,607.36
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	2,078,576.61	26,870,280.42

Applicant License Application (LC0039189)

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

Contact Person

Name <u>Lacey Meyne</u>	
Phone: <u>(319) 512-9323</u>	Email <u>lbw2004@me.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/12/2017

Expiration Date: 04/11/2018

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>425120</u>	Federal Employer ID <u>45-3756308</u>

Ownership

Thomas Connolly

First Name: <u>Thomas</u>	Last Name: <u>Connolly</u>	
City: <u>Iowa City</u>	State: <u>Iowa</u>	Zip: <u>52240</u>
Position: <u>President</u>		
% of Ownership: <u>40.00%</u>	U.S. Citizen: <u>Yes</u>	

Jonathan Wilson

First Name: <u>Jonathan</u>	Last Name: <u>Wilson</u>	
City: <u>Iowa City</u>	State: <u>Iowa</u>	Zip: <u>52240</u>
Position: <u>Secretary</u>		
% of Ownership: <u>30.00%</u>	U.S. Citizen: <u>Yes</u>	

Lacey Willis

First Name: <u>Lacey</u>	Last Name: <u>Willis</u>	
City: <u>North Liberty</u>	State: <u>Iowa</u>	Zip: <u>52317</u>

Position: Treasurer

% of Ownership: 30.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Grinnell Mutual Group

Policy Effective Date: 04/12/2017

Policy Expiration 04/12/2018

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

March 7, 2017

Liquor License Check

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

Owners: Thomas Connolly (DOB 1966)
Jonathan Wilson (DOB 1962)
Lacey Willis (DOB 1984)

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

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.



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

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

Legal Name of Applicant: Rara Avis
Name of Business (DBA): Blue Bird Cafe
Address of Business: 650 W. Cherry St. # 9 N. Liberty, Ia.
Business Phone No. (319) 530-6013 Thomas Connolly
hconnollyjr@gmail.com

City of North Liberty:

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


City Official

3/6/17
Date

North Liberty Fire Department:

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

Fire Inspector

Date

Johnson County Health Department:

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


Johnson County Public Health Official

3/7/17
Date

I work Permit # 6695 License Expires 4-11-17
Renewal letter _____ Office email _____

State License # LC 0039189
Council Agenda 3/28/17

**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: Rara Avis
Name of Business (DBA): Blue Bird Cafe
Address of Business: 650 W. Cherry St. #9 N. Liberty, Ia.
Business Phone No. (319) 530-6013 Thomas Connolly
tlconnollyjr@gmail.com

City of North Liberty:

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

[Signature]
City Official

3/6/17
Date

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code.

[Signature]
Fire Inspector

3/16/17
Date

Johnson County Health Department:

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

Johnson County Public Health Official

Date

I work Permit # 6695 License Expires 4-11-17
Renewal letter _____ Office email _____

State License # LC 0039189
Council Agenda 3/28/17



North Liberty Fire Department

Occupancy: **Blue Bird Dinner**

Address: **650 W Cherry ST Apt/Suite #Suite 8/9**

North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **3/17/2017**

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

Time In: **08:50**

Time Out: **09:15**

Authorized Date: **Not Authorized** By:

Form: General Fire

Inspection Checklist 1.0

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Site

Premise Free of Waste Accumulation

304.1.1 Waste material. Accumulations of wastepaper, wood, hay, straw, weeds, litter or combustible or flammable waste or rubbish of any type shall not be permitted to remain on a roof or in any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle or other similar structure.

Status: FAIL

Notes: Remove accumulation of outdoor storage.



Emergency Lights & Exit Signs

Emergency Lighting - Illumination

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

Status: FAIL

Notes: Very dim, replace batteries.



Kitchen Hood System

Cooking Equipment with Casters in Approved Floor Mounted Restraining Device

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

Status: FAIL

Notes: New, requirement. All cooking equipment on casters under kitchen hood have to have 2 of the 4 wheels secured with floor mounted desvices.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
Travel Time	3/17/2017 8:45:00 AM	3/17/2017 8:50:00 AM
Notes:		

Total Additional Time: 5 minutes

Inspection Time: 25 minutes

Total Time: 30 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 03/17/2017 09:06

Signature

Date

Representative Signature:

Signature of: Luke Meyne on 03/17/2017 09:13



Signature

Date

Applicant License Application ()

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

Contact Person

Name <u>Gamaliel Hernandez</u>	
Phone: <u>(319) 491-3594</u>	Email <u>hernandezgamaliel22@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/03/2017

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>81-5199136</u>	Federal Employer ID <u>81-5199136</u>

Ownership

Gamaliel Hernandez

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

Efrain Ramirez-Marquez

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

Jose Hernandez - Medina

First Name: <u>Jose</u>	Last Name: <u>Hernandez - Medina</u>	
City: <u>Marshalltown</u>	State: <u>Iowa</u>	Zip: <u>50158</u>
Position: <u>member</u>		

% of Ownership: 15.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Le Mars Insurance Company

Policy Effective Date: 04/03/2017

Policy Expiration 04/02/2018

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

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

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

Legal Name of Applicant: Los Primos of Iowa LLC
Name of Business (DBA): Adelita's Grill
Address of Business: 555 S. Highway 965 Suite E
Business Phone No. Ph. (319) 491-3594 N. Liberty Ia 52317
Gamaliel Hernandez
email: hernandezgamaliel22@gmail.com
City of North Liberty:

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



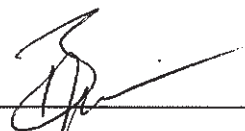
City Official

2/8/17

Date

North Liberty Fire Department:

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



Fire Inspector

3/16/17

Date

Johnson County Health Department:

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

Johnson County Public Health Official

Date

Iworq Permit 6713
Renewal letter NIA

New Effective 4/3/17
License Expires
Official e-mail 2/7/17

State License #
Council Agenda date 3/14/2017



North Liberty Police Department

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

February 21, 2017

Liquor License Check

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

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

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

I recommend the license be granted.

Sergeant Chris Shine



**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: Los Primos of Iowa LLC
Name of Business (DBA): Adelita's Grill
Address of Business: 555 S. Highway 965 Suite E
Business Phone No. Ph. (319) 491-3594 N. Liberty Ia 52317
Gamaliel Hernandez
email - hernandezgamaliel22@gmail.com
City of North Liberty:

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



City Official

2/8/17

Date

North Liberty Fire Department:

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

Fire Inspector emailed 2/8/17 _____
Date

Johnson County Health Department:

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

Johnson County Public Health Official emailed 2/8/17 _____
Date

Iworg Permit 6713
Renewal letter NIA

New Effective 4/3/17
License Expires
Official e-mail 2/7/17

State License # _____
Council Agenda date 3/14/2017

North Liberty Fire Department

Occupancy: **Adelita's Grill**

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

Inspection Type: **Liquor License Inspection**

Inspection Date: **3/16/2017**

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

Time In: **14:48**

Time Out: **15:30**

Authorized Date: **Not Authorized** By:



Form: General Fire
Inspection Checklist 1.0

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Assembly Occupancies

Occupant Load Posted

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

Status: FAIL

Notes: Remove old occupant load sign and replace with city issued occupant load sign of 134 occupants.



Fire Extinguishers

Fire Extinguisher Annual Inspection - Current Inspection Tag

901.6.1 Standards. Fire detection, alarm, and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed. Fire Alarm System, Fire Sprinkler System and Fire Extinguishers are required to be inspected annually.

Status: **FAIL**

Notes:



Fire Extinguisher Mounted on a Bracket or in a Cabinet

906.7 Hangers and brackets. Hand-held portable fire extinguishers, not housed in cabinets, shall be installed on the hangers or brackets supplied. Hangers or brackets shall be securely anchored to the mounting surface in accordance with the manufacturer's installation instructions.

Status: **FAIL**

Notes: Remount class k fire extinguisher in kitchen.



Emergency Lights & Exit Signs

Emergency Lighting - Illumination

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

Status: **FAIL**

Notes: Currently under construction, ensure all emergency lights are operational.

Exit Signs - Illumination

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

Status: **FAIL**

Notes: Currently under construction, ensure all exit lights are operational.

Electrical Rooms / Electrical Wiring

Electrical Panels, Junction Boxes & Outlet Boxes - No Openings or Exposed Wiring

605.6 Unapproved conditions. Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

Status: FAIL

Notes: Currently under construction, ensure all exposed wiring is covered.

Fire Sprinkler System

No Painted, Damaged, Leaking Sprinkler Heads

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

Status: FAIL

Notes: Currently under construction/painting, ensure all sprinkler heads are uncovered when finished.



Kitchen Hood System

Kitchen Hood System Inspection- Current Bi-Annual Inspection Tag

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

Status: FAIL

Notes: Submit plans for revised kitchen hood suppression system layout.

Kitchen Hood and Duct Cleaned- Current Inspection Tag on Hood

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

Status: FAIL

Notes:

Kitchen Hood All Grease Filters in Place

609.3.1 Ventilation system. The ventilation system in connection with hoods shall be operated at the required rate of air movement, and classified grease filters shall be in place when equipment under a kitchen grease hood is used.

Status: FAIL

Notes: Install new filters prior to cooking.

Proper Fryer Separation From Surface Flames

NFPA 96 12.1.2.5 Fryer Separation from Surface Flame. All deep-fat fryers shall be installed with at least a 16 in. space between the fryer and surface flames from adjacent cooking equipment. Where a steel or tempered glass baffle plate is installed at a minimum 8 in. in height between the fryer and surface flames of the adjacent appliance, the requirement for a 16 in. space shall not apply. If the fryer and the surface flames are at different horizontal planes, the minimum height of 8 in. shall be measured from the higher of the two.

Status: FAIL

Notes:

Cooking Equipment with Casters Have Approved Flexible Gas Connector

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

Status: FAIL

Notes:

Cooking Equipment with Casters in Approved Floor Mounted Restraining Device

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

Status: FAIL

Notes:

Kitchen Hood Exhaust Fan Has Hinges

Section 609.6 Kitchen Hood Exhaust Fan Hinge Requirement. New and existing Type I hood kitchen hood exhaust/up blast fans shall be installed with listed hinges, weatherproof electrical cable and hold open retainer for servicing and cleaning.

Status: FAIL

Notes:

Exit Access & Doors

Proper Door Locks and Latches

1010.1.9.3 Locks and latches. Locks and latches shall be permitted to prevent operation of doors where any of the following exist: 1. Places of detention or restraint. 2. In buildings in occupancy Group A having an occupant load of 300 or less, Groups B, F, M and S, and in places of religious worship, the main door or doors are permitted to be equipped with key-operated locking devices from the egress side provided: 2.1. The locking device is readily distinguishable as locked. 2.2. A readily visible durable sign is posted on the egress side on or adjacent to the door stating: THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED. The sign shall be in letters 1 inch high on a contrasting background. 2.3. The use of the key-operated locking device is revokable by the fire code official for due cause.

Status: FAIL

Notes: Remove and replace with "this door to remain unlocked when this space is occupied".



Interior Finish/Flame Spread

Suspended Ceiling Tiles/Panels in Place

703.1 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including, but not limited to, walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and fire-resistant joint systems, shall be maintained. Such elements shall be visually inspected by the owner annually and properly repaired, restored or replaced where damaged, altered, breached or penetrated. All suspend ceiling panels/tiles shall be in place and in good condition.

Status: FAIL

Notes: Under construction, replace all missing ceiling tiles when finished.

Additional Time Spent on Inspection:

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

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 42 minutes

Total Time: 42 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 03/16/2017 15:23

Signature

Date

Representative Signature:

Signature of: Gamaliel Hernandez on 03/16/2017 15:43



Signature

Date

Ryan Heiar

From: Steve Troyer <stroyer@foxeng.com>
Sent: Friday, March 17, 2017 1:20 PM
To: Ryan Heiar
Cc: Dave Ramsey; Jennifer Ruddy; Drew Lammers
Subject: Draft Change order for Preliminary Treatment Monorail and hoist wiring
Attachments: H1 C-941 Change Order 12 - DRAFT.pdf; !Change Summary 2017 03 17.pdf

Ryan,

I mentioned to you a few weeks ago we received a very large change order request from Tricon related to the hoists on the project, totaling approximately \$120,000.

The largest component of this was related to the Preliminary Treatment Building, which totaled about \$107,000. There is an existing monorail and hoist that is intended to allow removal of equipment from the lower level. The existing overhead rail and hoist were believed to be rated for 2 tons, based on existing drawings and the rating of the hoist. Our plan was to re-use that hoist and rail. However, during construction it was discovered that the existing rail had a much lower capacity, and would not be adequate for the new equipment. The cost for this replacement rail and hoist is about \$77,000. The majority of this cost (about \$48,000) is in the hoist and wiring, since this is a hazardous environment. There is another new monorail and hoist in this building, located in the lower level, that was designed to pick and move the raw wastewater pumps. This hoist was included in the project, but unfortunately was not specified for the hazardous environment. The proposed cost to upgrade the hoist is about \$30,000.

The remaining \$13,000 is for electrical wiring for two new hoists, one in the dewatering building and one in the membrane building addition. The hoists and rails were part of the project, but unfortunately the electrical wiring for these was missed.

Dave and I have discussed this, and we both agree that the hoists are necessary to be able to properly maintain the facility and repair/replace equipment as the need arises. We've been working with Tricon to try to reduce the cost of this work. We've been able to get this cost reduced by about \$6000 so far. Tricon is also looking at alternate hoist manufacturers. They've indicated there is potentially a large savings (on the order of \$10 - \$20k) if we go with a different manufacturer, but we have not received pricing on this.

Tricon has also requested a decision on this before the end of March. Their main concern is getting the new monorail installed. To help expedite that, we asked for a breakdown on just the monorail portion, which totals about \$22k.

In order to keep things on track, I'd like to submit the attached change order for council approval. This change order includes the new monorail for preliminary treatment and electrical wiring for the hoists in the dewatering building and membrane building addition. Total cost is \$34,477.33, plus additional two weeks to complete the work.

Once we get the pricing worked out on the hoists, we would submit that later in another change order.

Please review this and let me know if you have any questions. If you'd like to discuss this further, we could do a conference call with Dave. If you do not have any questions, we will send this change order to Tracey to include on the next council agenda.

Thanks.

Steve Troyer, P.E., BCEE
FOX Engineering Associates, Inc.

414 South 17th Street | Suite 107 | Ames, IA 50010
Office | [515.233.0000](tel:515.233.0000) | Cell | [515.290.3847](tel:515.290.3847)
www.foxeng.com

Date of Issuance: March 22, 2017
 Owner: City of North Liberty, Iowa
 Contractor: Tricon Construction Group, Dubuque, IA
 Engineer: FOX Engineering
 Project: Phase II WWTP Improvements

Effective Date: June 25, 2015
 Owner's Contract No.: N/A
 Contractor's Project No.: 15-012-IA
 Engineer's Project No.: 2489-11A.660
 Contract Name:

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

Description:

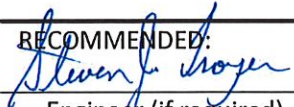
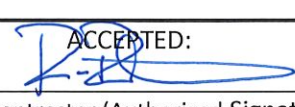
Item 1 Change Proposal Request (CPR) No. 026.2 (Contractor's Change Order Request (COR) No. 63): Remove and replace the existing monorail in the preliminary treatment building. Existing monorail does not have adequate capacity. **Add \$21,904.36.**

Item 2 CPR No. 026.3 (COR No.63): Provide electrical wiring for the monorail hoist in the dewatering building. **Add \$6,426.22**

Item 3 CPR No. 026.4 (COR No. 63): Provide electrical wiring for the hoist in the membrane building addition. **Add \$6,146.75**

Attachments: CPR No. 026 (Contractor COR 63)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 15,621,000.00	Original Contract Times: Substantial Completion: <u>June 30, 2017</u> Ready for Final Payment: <u>August 30, 2017</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>11</u> : \$ 196,723.63	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>10</u> : Substantial Completion: <u>14 days</u> Ready for Final Payment: <u>14 days</u>
Contract Price prior to this Change Order: \$ 15,817,723.63	Contract Times prior to this Change Order: Substantial Completion: <u>July 14, 2017</u> Ready for Final Payment: <u>September 13, 2017</u>
[Increase] [Decrease] of this Change Order: \$34,477.33	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>14 days</u> Ready for Final Payment: <u>14 days</u>
Contract Price incorporating this Change Order: \$ 15,852,200.96	Contract Times with all approved Change Orders: Substantial Completion: <u>July 28, 2017</u> Ready for Final Payment: <u>September 27, 2017</u>

RECOMMENDED: By: <u></u> Title: <u>Project Manager</u> Date: <u>March 21, 2017</u> Approved by Funding Agency (if applicable)		ACCEPTED: By: _____ Title: <u>Owner (Authorized Signature)</u> Date: _____		ACCEPTED: By: <u></u> Title: <u>Owner</u> Date: <u>3.21.17</u>	
By: _____ Title: _____		By: _____ Title: _____		By: _____ Title: _____	



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

5

Application Period: 2/28/2017		Application Date: 3/2/2017	
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
TOTALS	\$26,585.00	\$1,805.00
NET CHANGE BY CHANGE ORDERS	\$24,780.00	

1. ORIGINAL CONTRACT PRICE.....	\$	13,449,000.00
2. Net change by Change Orders.....	\$	24,780.00
3. Current Contract Price (Line 1 ± 2).....	\$	13,473,780.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	1,032,731.05
5. RETAINAGE:		
a. 5% X 731,767.48 Work Completed.....	\$	36,588.37
b. 5% X 300,963.57 Stored Material.....	\$	15048.18
c. Total Retainage (Line 5.a + Line 5.b).....	\$	51,636.55
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	981,094.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	938,243.77
8. AMOUNT DUE THIS APPLICATION.....	\$	42,850.73
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	12,492,685.50

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: 3/2/2017

Payment of:	\$	42,850.73	(Line 8 or other - attach explanation of the other amount)
is recommended by:		3-21-17	(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)

Change Order No. 2

Date of Issuance:		Effective Date:	
Owner:	City of North Liberty	Owner's Contract No.:	NA
Contractor:	Metro Pavers, Inc.	Contractor's Project No.:	NA
Engineer:	Shive-Hattery, Inc.	Engineer's Project No.:	1152610
Project:	North Liberty SRF Sponsored Water Quality Project	Contract Name:	-

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

Description: 1) Pond-safe herbicide was not included in the construction contract for preparation of plantings around the existing pond. Add application of pond-safe herbicide to the contract.

2) The contractor has identified two specified types of bioswale plantings that they are unable to procure due to sourcing issues. Proposed planting substitutions will provide a project credit to the contract.

Attachments: Metro Transmittal 62, Metro CR 02, Metro Transmittal 59, Metro CR 06

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES	
Original Contract Price:		Original Contract Times:	
\$ 1,650,000.00		Substantial Completion: <u>May 15, 2017</u>	
		Ready for Final Payment: <u>June 15, 2017</u>	
			days or dates
Increase from previously approved Change Orders:		[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:	
\$ 905.10		Substantial Completion: <u>NA</u>	
		Ready for Final Payment:	
			days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,650,905.10		Substantial Completion: <u>May 15, 2017</u>	
		Ready for Final Payment: <u>June 15, 2017</u>	
			days or dates
Increase of this Change Order:		[Increase] [Decrease] of this Change Order:	
\$ 242.08		Substantial Completion: <u>0</u>	
		Ready for Final Payment: <u>0</u>	
			days or dates
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,651,147.18		Substantial Completion: <u>May 15, 2017</u>	
		Ready for Final Payment: <u>June 15, 2017</u>	
			days or dates
RECOMMENDED:	ACCEPTED:	ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Construction Administrator</u>	Title: _____	Title: <u>CFO</u>	
Date: <u>3/7/17</u>	Date: _____	Date: <u>3/13/17</u>	

Approved by Funding Agency (if
applicable)

By:

Title:

H. Xu *FOR: MICHAEL SULLIVAN* Date: *3/13/17*
SRF SPONSORED PROJECTS MANAGER

Iowa City Area Development Group





IOWA CITY
AREA DEVELOPMENT

DRIVING INNOVATION

ICAD Group Update presented to:
City of North Liberty
March 28, 2017

IOWA CITY AREA DEVELOPMENT

DRIVING INNOVATION

ICAD Group works to enhance the quality of our communities by serving the business development needs of interstate commerce companies. Through these efforts, we create, collaborate and lead regional economic development initiatives that contribute to the creation and growth of companies, wealth and quality jobs.

ICAD TEAM

MARK NOLTE

President & Director of Business
Development

KATE MORELAND

Director of Community Relations &
Collaboration

ANDRE' WRIGHT

Director of Entrepreneurial Advancement
& Mentor Connections

DALAYNE WILLIAMSON

Director of Workforce Services

TOM BANTA

Director of Strategic Growth

ERIN POTTEBAUM

Director of Communications

Accomplishments to Date

To date, ICAD has assisted in the creation of ...

- ▶ Over 1700 jobs since 2013
- ▶ 20 Expansion Projects
- ▶ 9 Recruitment Projects
- ▶ And more than 20 Startups
- ▶ Several Significant Expansion Projects Pending with potential for an additional 750 New Jobs

Hiring Projections



Growth Projections

Projected hiring in
the next 3 years:

1623 
positions

Unfilled positions:

471 

Companies
report problems
finding talent:

93%

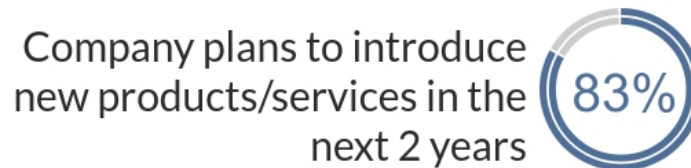
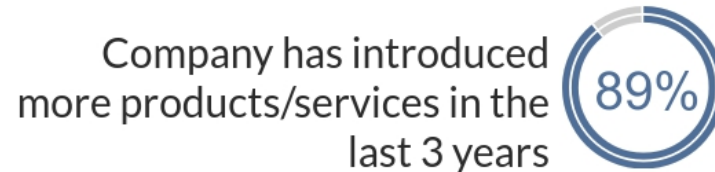
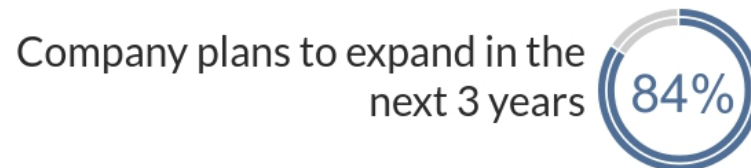
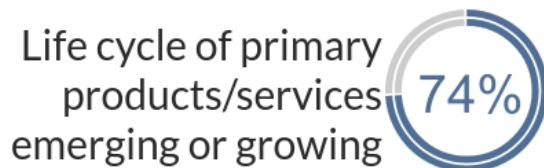
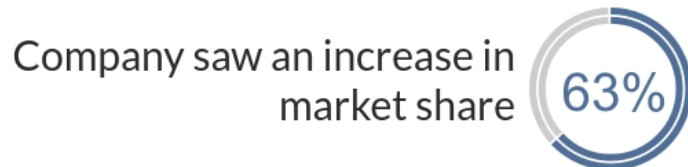
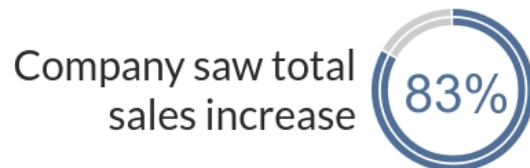
SMALL SUBTITLE



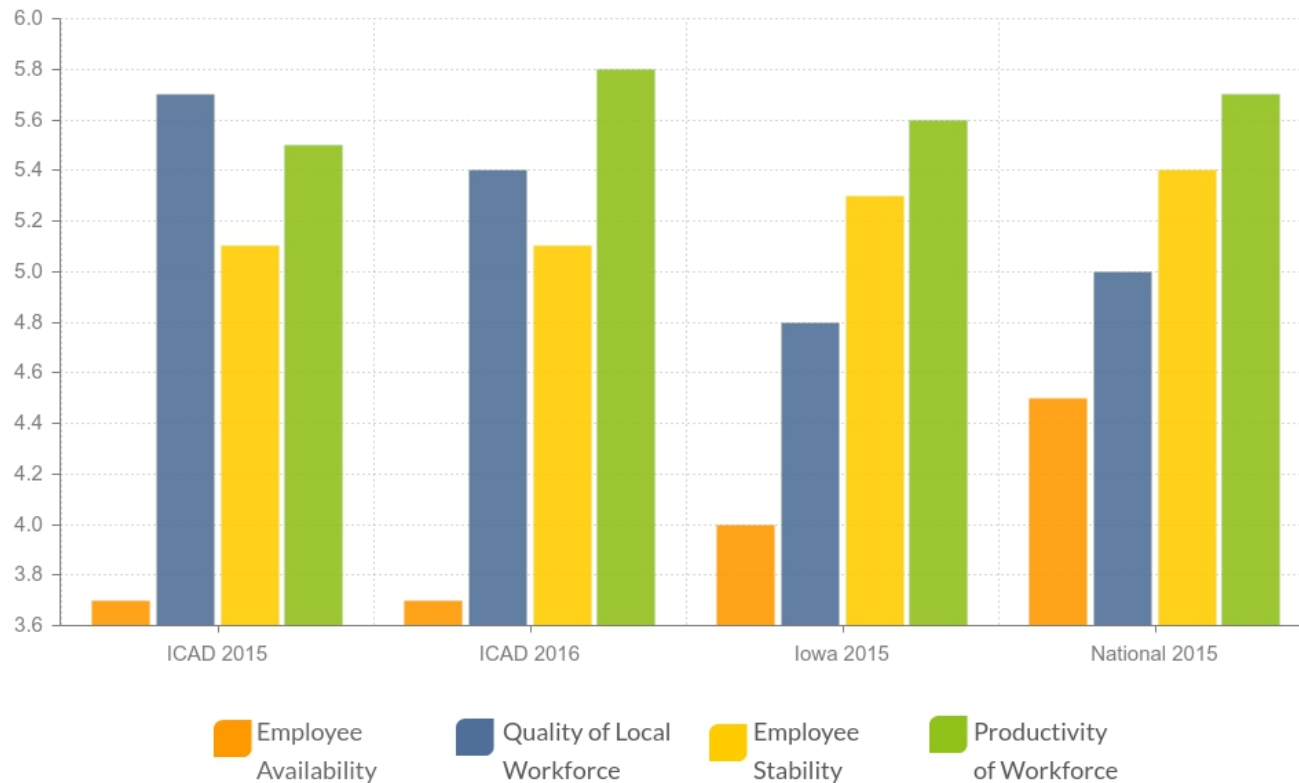


Key Performance Indicators

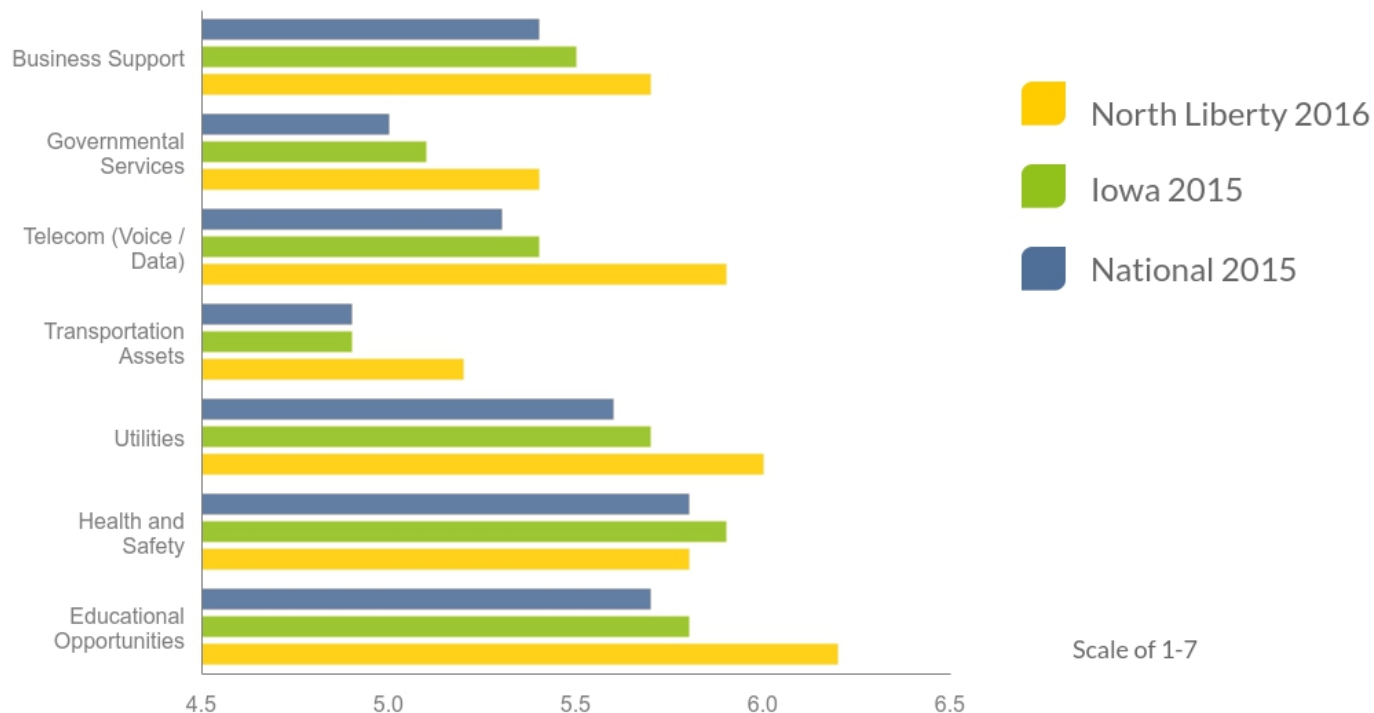
ICAD 2016



Workforce Satisfaction



Community Satisfaction: General Categories - North Liberty



Strengths: Quality of Life, Good Schools, Safe, Educated Workforce, Overall Cost of Doing Business, Strong Community Support, Diversity Improving, Stability/ Diversity of Economy, Improvements in transportation options

Weaknesses: Lack of Workforce with Necessary Skills – Technical, Coding, Engineering, Drivers, Mid Skill Workforce. Availability of Office Space and Venture Capital, Cost of Workforce Housing, Lack of 2nd Shift Child Care

Opportunities: Local Companies Anticipate adding 1623 New jobs in next 3 years. At time of Survey: 471 Unfilled Positions. Growth Industries: Education Technology, Advanced Transportation, Natural / Org Food Products, Cyber Security.

Become the Innovator in Public Education. Be Known for Entrepreneurship and Education.

Threats: Role of Automation / Artificial Intelligence Reshaping Job Market, Changes to the UI will affect the community, Inability to grow workforce quickly enough to compete for recruitment / expansion projects.

WELCOME!

¡BIENVENIDOS! 환영합니다! أهلا وسهلا 欢迎!

WELCOME
欢迎! أهلا وسهلا
BIENVENIDOS! 환영합니다!

IOWA CITY AREA

Hiba Elhassan Eduardo Tabares Parvaneh Delati Bahji Kuku

Welcome to the Iowa City Area!

The area's top economic development partners believe that cultural diversity enriches our community with unique perspectives and variety of thought. Who better to welcome you to our area than folks who call our community home. This site was developed to help you connect you to all the resources and events that you need to settle into the area. Welcome!

[WATCH THE VIDEO](#)

PICK YOUR PACE
Iowa City & The Creative Corridor



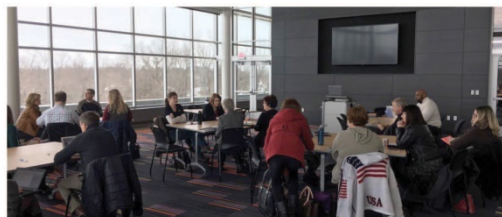
WINGMAN

#wingmaniacc

Take flight in Iowa's Creative Corridor

Community Engagement

- T.E.A.M. Centered Workplace
- Iowa City Area Welcome Initiative
- International Welcoming Task Force
- Iowa Brag Campaign
- Shovel Ready
- Pick Your Pace
- Corridor Connector
- Corridor Job Club
- Corridor Works Career Fair
- Creative Corridor
- IC CoLab's
- University of Iowa Hawkeye Huddles
- Workplace (R)evolution
- World BLU
- Iowa Senior HR Association (ISHRA)
- Workplace Learning Connection
- Junior Achievement
- Blue Zones Leadership Team
- Employee Resource Group Consortium
- EntreFest
- Visiting Maker's Program
- Witching Hour
- United Way of Johnson and Washington County
- Johnson County Regional Center at the
- University of Iowa Planning Group
- University of Iowa STEM Innovation Class



- Women in Business Mentors
- One Million Cups
- Chamber Education Committee
- Women in Business Mentors
- Startup Weekend
- Any Given Child
- Iowa City Downtown District Board
- Mission Creek
- IT Sector Board
- Manufacturing Sector Board
- Regional Workforce Development Task Force
- UI Venture School
- Iowan Project
- Innovation Expo
- Field To Family Advisory Board
- Southeast Regional STEM Advisory Council
- Chamber Leadership Program
- Iowa Fashion Project
- 100+ Men / Women Who Care: Hawkeye Chapter

Crisis Intervention Team Presentation



Access Center

Why do we need a Behavioral Health Access Center?

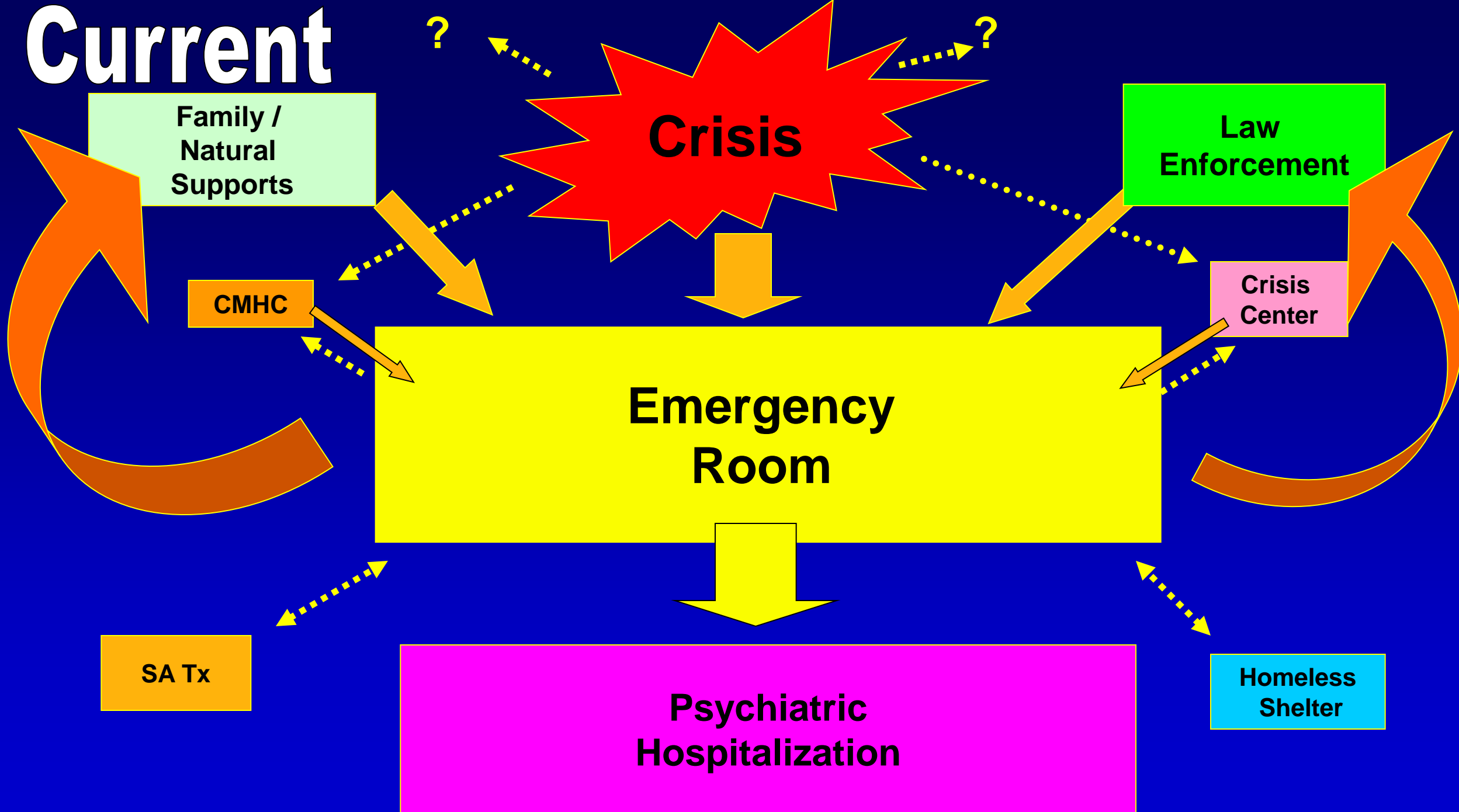
What is the Business Plan?

How Do We Pay for It?

Steering Committee

- Jessica Peckover, Jail Alternatives
- Janet Lyness, County Attorney
- Jan Shaw, MHDS
- Ron Berg, Prelude
- Diane Brecht, AbbeHealth
- Stephen Trefz, AbbeHealth
- Becci Reedus, Crisis Center
- Crissy Canganelli, Shelter House
- Steve Dolezal, Sheriff's Office
- Dr. Rick Dobyns, University of Iowa/President's Office
- Dr. Michael Flaum, University of Iowa Psychiatry
- Lance Clemens, UIHC Emergency Department
- Levi Kannedy, UIHC Emergency Department

Current



Concern about lack of psychiatric beds statewide

- **Lots of news about closure of Mental Health Institutes**
- **Does Iowa have enough psychiatric beds?**
- **Functionally – No!**
- **Structurally – Maybe**
- **Must look at the whole array of services**

Who do we see in the ER and Psychiatric hospital?

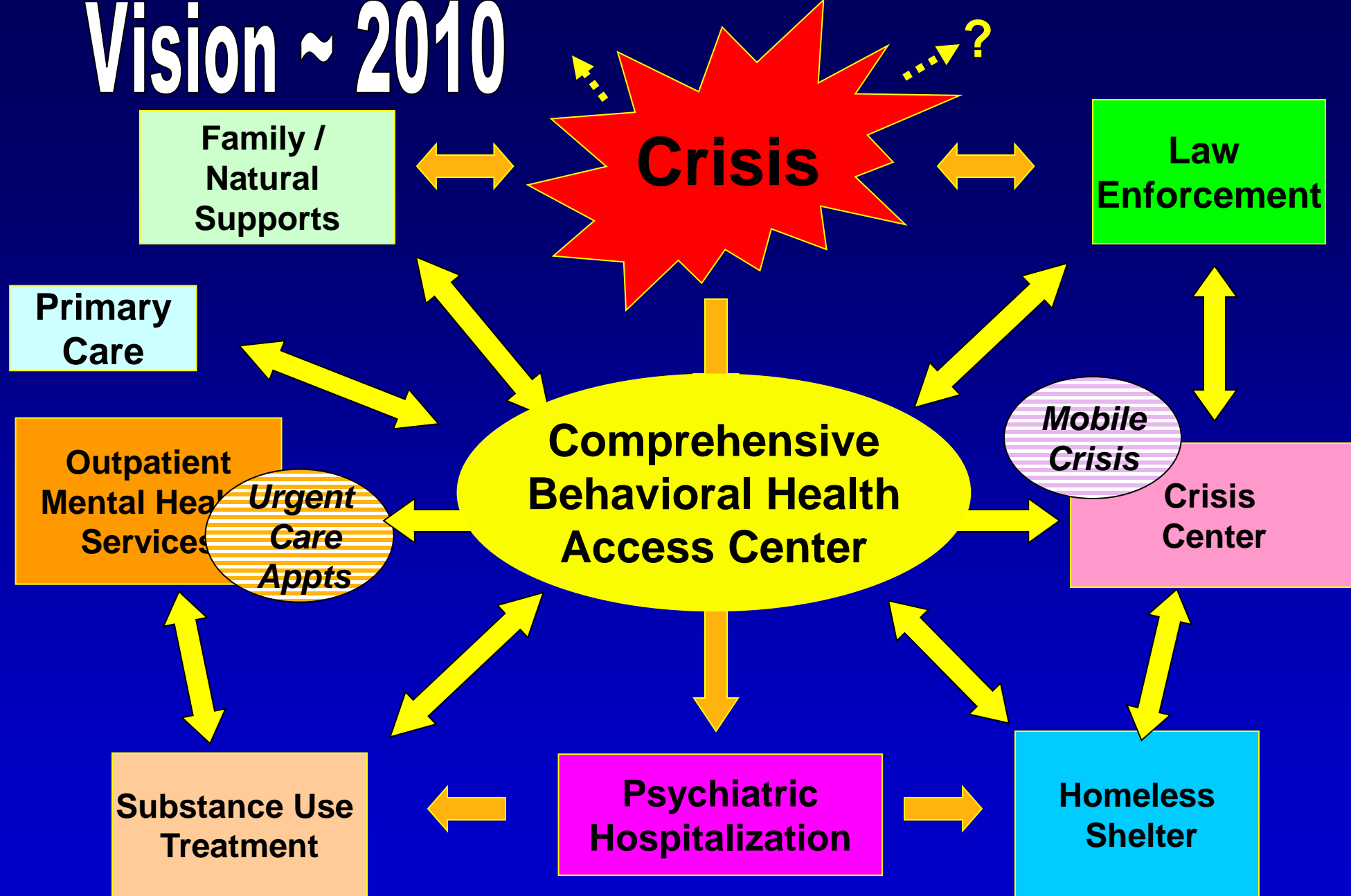
- People in crisis – not necessarily people with serious mental illness
 - People who have multiple, co-occurring problems including:
 - ◆ Substance abuse
 - ◆ Trauma (often complex and multigenerational)
 - ◆ Homelessness
 - ◆ Joblessness / underemployment
 - ◆ Criminal justice issues

Hitting the wall

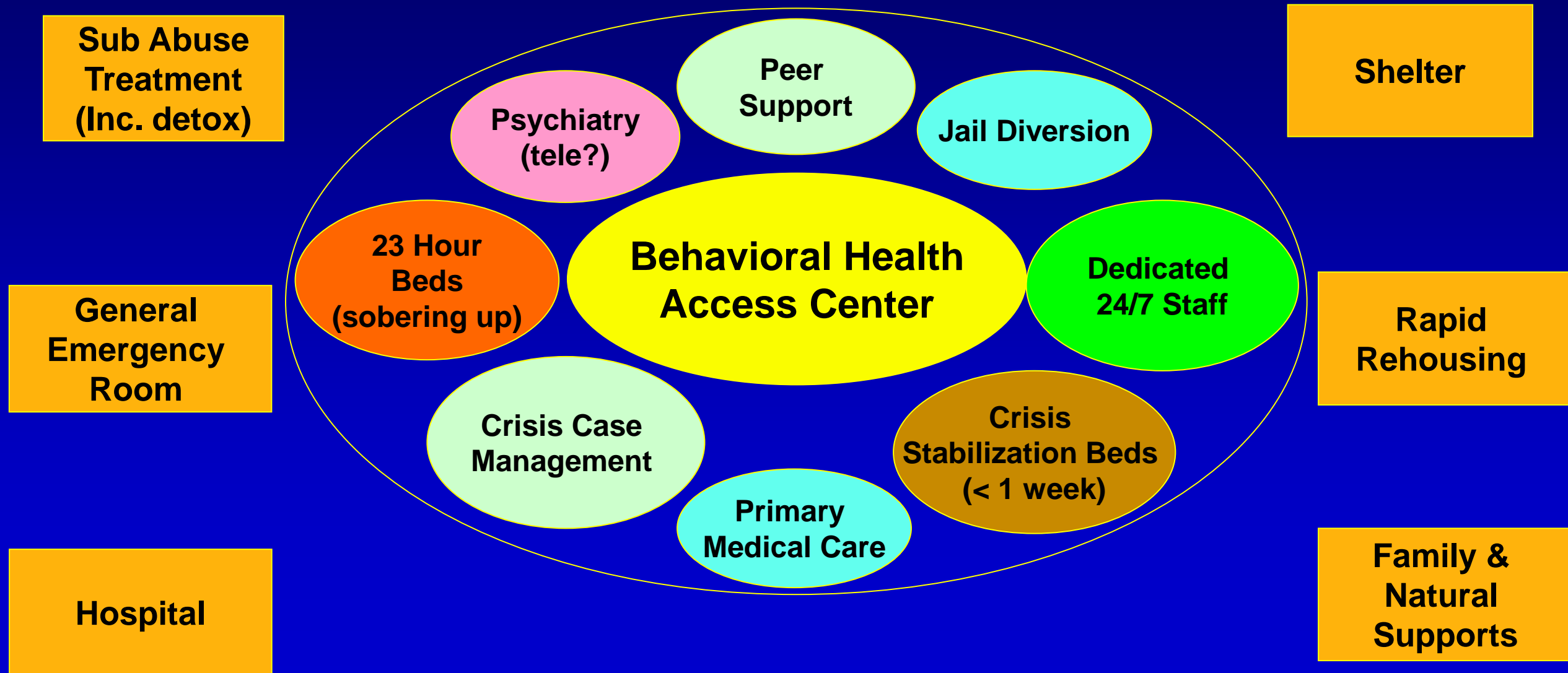
- When people “hit the wall”, they go to the ER (we’ve taught them to)
- From there, the majority wind up in acute inpatient units
 - ...go to Midas, get a muffler
 - If a hammer is the only tool you have, you tend to see most problems as nails



Vision ~ 2010



A Vision for a Comprehensive Behavioral Health Access Center (~ 2011)



Looking at other Models

- **San Antonio's Restoration Center**
- **Kansas Model**
- **Miami Dade Model**

Current BH Access Center Model

Key Elements

INFLOW

Law
Enforcement
Drop Off

ER / Hospital

Walk-in

Mobile Crisis

Community
Agencies

Evaluation Capacity

Psych PA, BSN/MSW

Medical

Urgent
care

Primary
Care

Case
Management
(Short term)

Security

Sobering Unit

~ 10 beds

Detox
Unit

5- 10 beds

23-46 hr. obs. beds
~ 10 beds

Food

Low Barrier Shelter
(~ 40-60 "bed" capacity)

OUTFLOW

Longer SA
Treatment

ER / Psych Hospital

Crisis Stabilization
Beds (~5) < 1 week

Shelter House

Other Housing

Natural Supports

Diverting unnecessary hospitalizations, and actually helping people

- **Crisis stabilization**
 - **Non-hospital based**
 - **Short-term crisis case management**
- **Connect patients to ongoing supportive services**
 - **Housing supports**
 - **Vocational supports**
 - **Substance abuse services**
 - **General medical services**

We need to start doing what works

- **Common sense approaches**
- **Approaches that are working elsewhere**
- **Stop medicalizing everything**
 - **Medicalize what makes sense to medicalize**
 - **Use hospital-based resources appropriately**
- **Housing First**
- **People helping people**

Situation

- **Emergency Services (law enforcement, fire, EMS) in Johnson County and surrounding areas have seen an increase in behavioral health calls. These calls can be time intense, taking first responders away from other calls/duties**
- **There are two (costly) options for law enforcement:**
 - **Jail**
 - **Emergency Department**

***Both are overwhelmed by behavioral health needs**
- **National estimates indicate that 50-75% of behavioral health patients who present at local emergency departments could be better served at an alternative location in the community**
- **Other communities have developed “access centers” or campuses to provide a more appropriate solution for individuals either in behavioral health crisis or experiencing other psychosocial issues**

Background

- **Johnson County jail is over-capacity and the county is spending significant amounts to house inmates out of county**
- **Emergency Departments have seen an increase in the average Length of Stay (LOS) for behavioral health patients, as options are often limited**
- **Many residents in behavioral health crisis end up with mental health and substance use-related criminal charges**
- **Neither jail or the emergency department are the best environment to provide behavioral health intervention or resources for these individuals**

Proposal-Options

- Our long-term vision for the Access Center includes the following elements:
 - Sobering Unit
 - Detoxification
 - Crisis Observation (~23 hours)
 - Crisis Stabilization (~5 days)
 - Low-barrier Shelter (year-round)
 - Expanded Mobile Crisis Outreach Coverage
 - Medical Urgent Care from nearby Community Health Care Center and 24 hr telemedicine
- Due to funding, we could start with the following:
 - 10-bed Sobering Unit
 - 10-bed Detoxification
 - 10-bed Crisis Observation (~23 hours)
 - 5-bed Crisis Stabilization (~5 days)
 - Low-barrier shelter (winter only, 5pm-8am)
 - Mobile Crisis Outreach at current capacity
 - 24 hr Medical assessment (telemedicine) and first aid

Assessment

- **Excluding the Low-Barrier Shelter and Mobile Crisis Outreach, this staffing model would be used 24/7/365 but could be modified based on volume:**

Day	Evening	Night
Peer Support	Peer Support	
RN	RN	RN
EMT	EMT	EMT
Security	Security	Security
CADC	LISW	LISW
Care Coordinator	Care Coordinator	
PA/ARNP	PA/ARNP	Telemedicine

Assessment - Initial Financials

		Year 1	Year 2	Year 3
<u>Revenue</u>	Growth			
	2.5%			
Johnson County*		\$15,000	\$15,375	\$15,759
Iowa City*		\$20,000	\$20,500	\$21,013
Coralville*		\$2,500	\$2,563	\$2,627
North Liberty*		\$0	\$0	\$0
Mobile Crisis**		\$254,086	\$260,438	\$266,949
Philanthropy*		\$26,000	\$26,650	\$27,316
Patient Revenue		\$1,825,000	\$1,870,625	\$1,917,391
Detox		\$657,000	\$673,425	\$690,261
Crisis Obs		\$657,000	\$673,425	\$690,261
Crisis Stabilization		\$511,000	\$523,775	\$536,869
Sobering		\$0	\$0	\$0
Total Revenue		\$2,142,586	\$2,196,151	\$2,251,054
<u>Operating Expenses:</u>	-			
Personnel	2.5%	2,084,606	2,136,721	2,190,139
Food		25,000	25,625	26,266
Overhead		200,000	205,000	210,125
Utilities		93,000	95,325	97,708
Grounds		12,000	12,300	12,608
Maintenance/Repairs		50,000	51,250	52,531
Total Operating Expenses		2,464,606	2,526,221	2,589,377
Net Income		(\$322,020)	(\$330,071)	(\$338,322)

*Municipality and Philanthropy revenue is current support of Winter Shelter

**Mobile Crisis revenue is current support of program at current capacity

Initial Financials

- **Capital Cost**

- Projected capital costs: Up to \$7 M
- 15,000-16,000 Square Feet
- Footprint remains the same for Phase 1 and Vision

- **Proforma Phase 1**

- Projected annual operating budget: \$2.46 M
- Personnel salaries: \$2.1 M
- Projected revenue (current contributions + projected healthcare reimbursement) : \$2.1 M

- **Proforma Vision**

- Projected annual operating budget (include salaries): \$3.7 M
- Personnel salaries: \$2.8 M
- Projected revenue from health care reimbursement: \$2.1 M

Capital Costs Estimates

- **Renovation ~ \$5.2M**
- **New Construction ~\$6M**
- **Pros and Cons**

Background - Our Community

- **Population**

- Coralville – 20,608: 13.9%
- Iowa City – 74,220: 49.9%
- Johnson County – 34,492: 23.2%
- North Liberty – 18,225: 12.3%
- University Heights – 1,125: .76%
- University of Iowa – 31,387**: (21.1%)

- **Arrest by Agency***

- CVPD - 11.7%
- ICPD - 56.8%
- JCSO - 10.4%
- NLPD - 6%
- UHPD - 1.1%
- UIPD - 11.2%
- Other - 2.8%

- **Ambulance Transport***

- Coralville – 17.4%
- Iowa City – 58.9%
- Johnson County – 11.8%
- North Liberty – 7.4%
- University Heights - .3%
- University – 1.4%
- Other – 2.8%

*5-Year Average

**2014 Total Enrollment

Capital Cost Request by Jurisdiction

• Johnson County	\$2.5 M
• City of Iowa City	\$2.5 M
• Cities of Coralville & North Liberty	\$1.0 M
• Other JC Cities	\$0.5 M
• Total	<hr/> \$6.5 M

Questions?

San Antonio CIT & Restoration Center Video

- https://www.youtube.com/watch?v=zSbFbv2Bs_0

San Antonio CIT & Restoration Center Video

- https://www.youtube.com/watch?v=zSbFbv2Bs_0

Azul Tequila Liquor License



Applicant License Application (LC0037491)

Name of Applicant: AZUL TEQUILA, INC
Name of Business (DBA): AZUL TEQUILA
Address of Premises: 720 PACHA PARKWAY
City North Liberty **County:** Johnson **Zip:** 52317
Business (319) 665-2656
Mailing 720 PACHA PARKWAY
City North Liberty **State** IA **Zip:** 52317

Contact Person

Name Ramon Perez
Phone: (319) 631-6183 **Email** azultequila10@hotmail.com

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 03/20/2017

Expiration Date: 03/19/2018

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation
Corporate ID Number: 380198 **Federal Employer ID** 264834630

Ownership

RAMON PEREZ

First Name: RAMON **Last Name:** PEREZ
City: IOWA CITY **State:** Iowa **Zip:** 52240
Position: MANAGER
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: Grinnell Mutual Group
Policy Effective Date: 03/20/2017 **Policy Expiration** 03/20/2018
Bond Effective **Dram Cancel Date:**
Outdoor Service Effective **Outdoor Service Expiration**
Temp Transfer Effective **Temp Transfer Expiration Date:**

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

License Type C Beer Liquor Sunday Sales Yes New Renewal Amended

Legal Name of Applicant: Azul Tequila Inc.

Name of Business (DBA): Azul Tequila

Address of Business: 720 Pacha Parkway Suites 2-3 N. Liberty Ia

Contact Phone: Ramon Perez (319) 631-6183

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

City of North Liberty Inspection Department:

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

[Signature]
Code Official

1-18-17
Date

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

[Signature]
Designated Fire Inspector

2/6/17
Date

Johnson County Health Department:

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

☐ Is currently license in accordance with Iowa Food Code.

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

Johnson County Health Official

Date

City of North Liberty

Iworq Permit _____
Renewal letter _____

License Expires 3/19/17
Official e-mail _____

State License # LC0037491
Council Agenda date _____



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

Fire Dept Violation Notice

February 6, 2017

Azul Tequila Mexican Resturant
720 Pacha PKY, Suite #2-3
North Liberty, IA 52317

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from Feb 6, 2017.

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

Fire Inspection Fees:

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

Violations

315.2.1 Ceiling clearance

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

- remove all storage on top of cooler.



605.3 Working space and clearance

Note A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches the working space shall not be less than the width of the equipment. No storage of any materials shall be located within the designated working space.

- remove combustible storage and rugs under electrical panels.



605.4.3 Installation

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

- remove surge protector that is plugged into another surge protector.



Visit us at www.nlfire.org

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

HARDIN BRYAN HARDIN
Inspector

Luis Chagall



North Liberty Police Department

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

February 21, 2017

Liquor License Check

Business: Azul Tequila
720 Pacha Pkwy
North Liberty, IA 52317

Owners: Ramon Perez (DOB: 1972)

The North Liberty Police department does not have any documented contacts for the above owner within the past year.

In the past year we have responded to two alarm calls and one fight call at the business. The alarm calls were determined to be unfounded and an employee error. The fight call was reported by a 3rd party and was involving employees at the business after it was closed. The employees were intoxicated and denied being involved in a fight. No arrests were made.

I recommend the license be granted.

Sergeant Chris Shine



**Food Establishment Inspection Report**

Johnson County Public Health 855 S Dubuque ST STE 217 Iowa City, IA 52240-0083	No. Of Risk Factor/Intervention Violations	8	Date: 7/20/2016 Time In: 10:00 AM Time Out: 11:57 AM
	No. Of Repeat Factor/Intervention Violations	0	
Establishment: AZUL TEQUILA	Address: 720 PACHA PKWY	City/State: NORTH LIBERTY, IA	Zip: 52317 Telephone: 3196316183
License/Permit#: 42783 - Food Service Establishment License	Permit Holder: AZUL TEQUILA	Inspection Reason: Routine	Est. Type: Restaurants Risk Category: Risk Level 4 (High)

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

IN = In compliance OUT = Not in compliance N/O = Not observed N/A = Not applicable (*) = Corrected on site during inspection (COS) R = Repeat violation

Supervision		
1. Person in charge present, demonstrates knowledge, and performs duties	IN	
2. Certified Food Protection Manager	OUT	
Employee Health		
3. Management, food employee and conditional employee knowledge, responsibilities and reporting	OUT	
4. Proper use of exclusions and restrictions	IN	
5. Procedures for responding to vomiting and diarrheal events	OUT, (*)	
Good Hygienic Practices		
6. Proper eating, tasting, drinking, or tobacco use	N/O	
7. No discharge from eyes, nose, and mouth	IN	
Control of Hands as a Vehicle of Contamination		
8. Hands clean and properly washed	OUT, (*)	
9. No bare hand contact with ready to eat foods	IN	
10. Hand washing sinks properly supplied and accessible	OUT	
Approved Source		
11. Foods obtained from an approved source	IN	
12. Foods received at proper temperatures	N/O	
13. Food in good condition, safe, and unadulterated	IN	
14. Required records available; shellstock tags, parasite destruction	N/A	
Protection from Contamination		
15. Food separated and protected (Cross Contamination and Environmental)	OUT, (*)	
16. Food contact surfaces: cleaned and sanitized	OUT, (*)	
17. Proper disposition of returned, previously served, reconditioned, and unsafe food	IN	
Potentially Hazardous Food Time/Temperature Control for Safety		
18. Proper cooking time and temperatures	IN	
19. Proper reheating procedures of hot holding	N/O	
20. Proper cooling time and temperatures	N/O	
21. Proper hot holding temperatures	IN	
22. Proper cold holding temperatures	OUT, (*)	
23. Proper date marking and disposition	IN	
24. Time as a public health control: procedures and records	N/A	
Consumer Advisory		
25. Consumer advisory provided for raw or undercooked foods	N/A	
Highly Susceptible Populations		
26. Pasteurized foods used; prohibited foods not offered	N/A	
Food/Color Additives and Toxic Substances		
27. Food additives: approved, properly stored, and used	N/A	
28. Toxic substances properly identified, stored and used	IN	
Conformance with Approved Procedures		
29. Compliance with variance, specialized process, reduced oxygen packaging criteria, and HACCP plan	N/A	

GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

Safe Food and Water			Proper Use of Utensils		
30. Pasteurized eggs used where required	N/A		43. In use utensils: properly stored	OUT, (*)	
31. Water and ice from approved source	IN		44. Utensils, equipment, and linens: properly stored dried and handled	IN	
32. Variance obtained for specialized processing methods	N/A		45. Single-use/single service articles: properly stored and used	IN	
Food Temperature Control			46. Slash-resistant and cloth glove use	N/O	
33. Proper cooling methods used; adequate equipment for temperature control	IN		Utensils, Equipment, and Vending		
34. Plant food properly cooked for hot holding	N/O		47. Food and non-food contact surfaces are cleanable, properly designed, constructed, and used	OUT	
35. Approved thawing methods	IN		48. Warewashing facilities: installed, maintained, and used; test strips	IN	
36. Thermometers provided and accurate	OUT, (*)		49. Non-food contact surfaces clean	IN	
Food Identification			Physical Facilities		
37. Food properly labeled; original container	IN		50. Hot and Cold water available; adequate pressure	IN	
Prevention of Food Contamination			51. Plumbing installed; proper backflow devices	OUT	
38. Insects, rodents, and animals not present/outer openings protected	OUT		52. Sewage and waste water properly disposed	IN	
39. Contamination prevented during food preparation, storage and display	IN		53. Toilet facilities; properly constructed, supplied, and cleaned	IN	
40. Personal cleanliness	OUT, (*)		54. Garbage and refuse properly disposed; facilities maintained	IN	
41. Wiping cloths: properly used and stored	IN		55. Physical facilities installed, maintained, and clean	OUT	
42. Washing fruits and vegetables	IN		56. Adequate ventilation and lighting; designated areas used	IN	
			57. Licensing; posting licenses and reports; smoking	IN	

Inspection reports shall be posted no higher than eye level where the public can see and in a manner that the public can reasonably read the report.

P - Priority

PF- Priority Foundation

C - Core

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Item Number	Violation of Code	Priority Level	Comment	Correct By Date
2.	2-102.12(A)	C	Observation: No Certified Food Protection Manager with management and supervisory responsibility employed by the establishment.	8/20/2016
3.	2-103.11(N)	PF	Observation: Establishment does not have a verifiable Employee Health Reporting Agreement.	8/1/2016
5.	2-501.11	PF	Observation: Established does not procedures for responding to vomiting and diarrheal events. Inspector provided CDC document with procedures on how to respond to vomiting and diarrheal events.	COS
8.	2-301.14	P	Observation: Employee washing dishes was did not wash hands before putting away clean dishes after loading dish machine. Person in Charge educated employees on importance of when to wash.	COS
10.	5-205.11	PF	Observation: Blender and paper towels stored in hand sink at bar. Items were removed.	COS
10.	5-202.12(A)	PF	Observation: Hand washing sink in back of kitchen did not have hot water valve turned on at wall connection. This valve leaks when turned on.	8/1/2016
10.	6-301.14	C	Observation: Employee hand washing reminder signs missing from both restroom's.	8/1/2016
15.	3-302.11(A)(1)	P	Observation: Raw shell eggs stored above queso dip in walk-in cooler. Person in Charge moved eggs to proper location.	COS
16.	4-702.11	P	Observation: Chlorine sanitizer was not set up at time of inspection. Person in Charge made up bucket within proper concentration range.	COS
16.	4-601.11(A)	PF	Observation: Wall mounted dicer, tabletop mounted can opener blade, and handheld peeler had excessive food/debris build-up. All items were scrubbed down and run through the dish machine.	COS
22.	3-501.16(A)(2)	P	Observation: Sour cream (45F), diced tomatoes (45F), cheese (47F), and lettuce (45F) were not being cold held properly in True cooler in front of kitchen prep area. All containers were placed into a larger container with ice and water in contact with all sides. Person in Charge stated this is how they will proceed with cold holding in this cooler.	COS

GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

Item Number	Violation of Code	Priority Level	Comment	Correct By Date
36.	4-204.112(A)-(D)	C	Observation: Pepsi cooler containing milk, chicken, and salsa did not have an ambient air thermometer. Person in Charge added thermometer to this cooler.	COS
38.	6-202.15	C	Observation: Gaps observed along bottom of both front doors and back door to kitchen.	8/20/2016
40.	2-402.11	C	Observation: Employee prepping in back of kitchen was not wearing a proper hair restraint. Employee acquired hair restraint during inspection.	COS
43.	3-304.12	C	Observation: Scoops in True cooler at front of kitchen were being stored in 46F water. Person in Charge removed water and now have utensils in dry container. Ramekins being used as scoops in salsa tub and in spice drawers. Person in Charge removed ramekins and replaced them with handled utensils.	COS
47.	4-401.11(A)(B), 4-402.11, 4-402.12, 4-501.11	C	Observation: True prep cooler in front of house cannot cold hold items properly. Ambient air was 46F. Person in Charge stated all items will be stored on ice within cooler during hours of operation and then moved to walk-in cooler for overnight storage.	8/20/2016

Item Number	Violation of Code	Priority Level	Comment	Correct By Date
47.	4-101.11(A)	P	Observation: Crab meat being stored in original container after using can opener to remove lid. Item was discarded.	COS
51.	5-201.11(B)	C	Observation: Hot water valve on wall beneath dishroom hand sink leaks if turned on. This item must be addressed as this is the only hand sink in the back of kitchen.	8/10/2016
55.	6-201.11,6-201.12,6-201.13,6-201.15,6-201.16	C	Observation: Ceiling tiles in kitchen, dishroom, and prep room are made of material that is not smooth, durable, and easily cleanable.	9/20/2016
55.	6-101.11, 6-102.11, 6-201.14, 6-202.19	C	Observation: Multiple tiles behind bar and near ice machine have significant cracking or pieces missing.	9/20/2016
55.	6-501.17	C	Observation: Cardboard being used at mat for dishwasher to stand on. Cardboard is an absorbent material and cannot be used on floors.	8/1/2016

Inspection Published Comment:
This onsite inspection was routine.

A physical re-check has been assigned and will be conducted on or around 8/1/16.

Have all violations stated above corrected by the dates provided.

Inspector provided FDA Employee Health Reporting Agreement and Norovirus response document.
At time of re-check is any food item is not being cold held properly it will be discarded.

The following guidance documents have been issued:

Document Name	Description
CFPMRequirements	CFPM Requirements
ColdHolding	Cold Holding
CrossContaminationHandout	Cross Contamination Handout
DIANoroCleanDocument	DIANoroCleanDocument
DishMachineTips	Dish Machine Tips
Don'tLetWhatHappenedtoMeHappenToYou	Don't Let What Happened to Me Happen to You
HandSinkEquippedSign	Hand Sink Equipped Sign
HowtoWashHandsSign	How to Wash Hands Sign
IshouldhaveStayedHome	I should have Stayed Home
MyStoryCouldChangeyourlife	My Story Could Change your life
RetailFoodRegulatoryWebLinks	Retail Food Regulatory Web Links
STOPDidYouWashHandsSign	STOP Did You Wash Hands Sign
ThinktoyourselfDoIFeelWell	Think to yourself Do I Feel Well
TripleSinkMethodSign	Triple Sink Method Sign
WouldYouLetthesePeopleinYourKitchen	Would You Let these People in Your Kitchen

HECTOR

Will P. L. L. S.

**Food Establishment Inspection Report**

Johnson County Public Health 855 S Dubuque ST STE 217 Iowa City, IA 52240-0083	No. Of Risk Factor/Intervention Violations	1	Date: 11/28/2016 Time In: 3:35 PM Time Out: 3:55 PM
	No. Of Repeat Factor/Intervention Violations	1	
Establishment: AZUL TEQUILA	Address: 720 PACHA PKWY	City/State: NORTH LIBERTY, IA	Zip: 52317 Telephone: 3196316183
License/Permit#: 42783 - Food Service Establishment License	Permit Holder: AZUL TEQUILA	Inspection Reason: Physical Recheck	Est. Type: Restaurants Risk Category: Risk Level 4 (High)

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

IN = In compliance OUT = Not in compliance N/O = Not observed N/A = Not applicable

(*) = Corrected on site during inspection (COS) R = Repeat violation

Supervision		
1. Person in charge present, demonstrates knowledge, and performs duties	N/O	
2. Certified Food Protection Manager	OUT, R	
Employee Health		
3. Management, food employee and conditional employee knowledge, responsibilities and reporting	N/O	
4. Proper use of exclusions and restrictions	N/O	
5. Procedures for responding to vomiting and diarrheal events	N/O	
Good Hygienic Practices		
6. Proper eating, tasting, drinking, or tobacco use	N/O	
7. No discharge from eyes, nose, and mouth	N/O	
Control of Hands as a Vehicle of Contamination		
8. Hands clean and properly washed	N/O	
9. No bare hand contact with ready to eat foods	N/O	
10. Hand washing sinks properly supplied and accessible	N/O	
Approved Source		
11. Foods obtained from an approved source	N/O	
12. Foods received at proper temperatures	N/O	
13. Food in good condition, safe, and unadulterated	N/O	
14. Required records available; shellstock tags, parasite destruction	N/O	
Protection from Contamination		
15. Food separated and protected (Cross Contamination and Environmental)	N/O	
16. Food contact surfaces: cleaned and sanitized	N/O	
17. Proper disposition of returned, previously served, reconditioned, and unsafe food	N/O	
Potentially Hazardous Food Time/Temperature Control for Safety		
18. Proper cooking time and temperatures	N/O	
19. Proper reheating procedures of hot holding	N/O	
20. Proper cooling time and temperatures	N/O	
21. Proper hot holding temperatures	N/O	
22. Proper cold holding temperatures	N/O	
23. Proper date marking and disposition	N/O	
24. Time as a public health control: procedures and records	N/O	
Consumer Advisory		
25. Consumer advisory provided for raw or undercooked foods	N/O	
Highly Susceptible Populations		
26. Pasteurized foods used; prohibited foods not offered	N/O	
Food/Color Additives and Toxic Substances		
27. Food additives: approved, properly stored, and used	N/O	
28. Toxic substances properly identified, stored and used	N/O	
Conformance with Approved Procedures		
29. Compliance with variance, specialized process, reduced oxygen packaging criteria, and HACCP plan	N/O	

GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

Safe Food and Water			Proper Use of Utensils		
30. Pasteurized eggs used where required	N/O		43. In use utensils: properly stored	N/O	
31. Water and ice from approved source	N/O		44. Utensils, equipment, and linens: properly stored dried and handled	N/O	
32. Variance obtained for specialized processing methods	N/O		45. Single-use/single service articles: properly stored and used	N/O	
Food Temperature Control			46. Slash-resistant and cloth glove use	N/O	
33. Proper cooling methods used; adequate equipment for temperature control	N/O		Utensils, Equipment, and Vending		
34. Plant food properly cooked for hot holding	N/O		47. Food and non-food contact surfaces are cleanable, properly designed, constructed, and used	N/O	
35. Approved thawing methods	N/O		48. Warewashing facilities: installed, maintained, and used; test strips	N/O	
36. Thermometers provided and accurate	N/O		49. Non-food contact surfaces clean	N/O	
Food Identification			Physical Facilities		
37. Food properly labeled; original container	N/O		50. Hot and Cold water available; adequate pressure	N/O	
Prevention of Food Contamination			51. Plumbing installed; proper backflow devices	N/O	
38. Insects, rodents, and animals not present/outer openings protected	N/O		52. Sewage and waste water properly disposed	N/O	
39. Contamination prevented during food preparation, storage and display	N/O		53. Toilet facilities; properly constructed, supplied, and cleaned	N/O	
40. Personal cleanliness	N/O		54. Garbage and refuse properly disposed; facilities maintained	N/O	
41. Wiping cloths: properly used and stored	N/O		55. Physical facilities installed, maintained, and clean	N/O	
42. Washing fruits and vegetables	N/O		56. Adequate ventilation and lighting; designated areas used	N/O	
			57. Licensing; posting licenses and reports; smoking	N/O	

Inspection reports shall be posted no higher than eye level where the public can see and in a manner that the public can reasonably read the report.

P - Priority

PF- Priority Foundation

C - Core

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Item Number	Violation of Code	Priority Level	Comment	Correct By Date
2.	2-102.12(A)	C	Observation: No Certified Food Protection Manager with management and supervisory responsibility employed by the establishment.	12/12/2016

GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

Item Number	Violation of Code	Priority Level	Comment	Correct By Date
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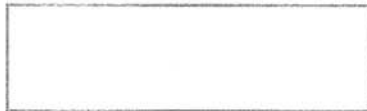
Inspection Published Comment:

This report is in reference to the physical re-check conducted on 10/07/2016.

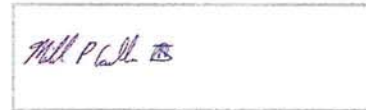
A Enforcement Warning Letter has been generated due to the continued compliance issues surrounding a manager at the establishment obtaining a Certified Food Protection Manager's certificate. To comply with the Warning Letter a manager with supervisory/managerial duties in relation to food safety must enroll into an accredited Certified Food Protection Manager's course or present a certificate showing the successful completion of this course.

Compliance must be met by 12/12/2016.

The following guidance documents have been issued:



Ramon
Person In Charge



Michael Casella
Inspector

**Food Establishment Inspection Report**

Johnson County Public Health 855 S Dubuque ST STE 217 Iowa City, IA 52240-0083	No. Of Risk Factor/Intervention Violations	0	Date: 12/15/2016 Time In: 3:00 PM Time Out: 3:30 PM
	No. Of Repeat Factor/Intervention Violations	0	
Establishment: AZUL TEQUILA	Address: 720 PACHA PKWY	City/State: NORTH LIBERTY, IA	Zip: 52317 Telephone: 3196316183
License/Permit#: 42783 - Food Service Establishment License	Permit Holder: AZUL TEQUILA	Inspection Reason: Follow Up-LOC	Est. Type: Restaurants Risk Category: Risk Level 4 (High)

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

IN = In compliance OUT = Not in compliance N/O = Not observed N/A = Not applicable (*) = Corrected on site during inspection (COS) R = Repeat violation

Supervision			15. Food separated and protected (Cross Contamination and Environmental)	N/O
1. Person in charge present, demonstrates knowledge, and performs duties	N/O		16. Food contact surfaces: cleaned and sanitized	N/O
2. Certified Food Protection Manager	IN		17. Proper disposition of returned, previously served, reconditioned, and unsafe food	N/O
Employee Health			Potentially Hazardous Food Time/Temperature Control for Safety	
3. Management, food employee and conditional employee knowledge, responsibilities and reporting	N/O		18. Proper cooking time and temperatures	N/O
4. Proper use of exclusions and restrictions	N/O		19. Proper reheating procedures of hot holding	N/O
5. Procedures for responding to vomiting and diarrheal events	N/O		20. Proper cooling time and temperatures	N/O
Good Hygienic Practices			21. Proper hot holding temperatures	N/O
6. Proper eating, tasting, drinking, or tobacco use	N/O		22. Proper cold holding temperatures	N/O
7. No discharge from eyes, nose, and mouth	N/O		23. Proper date marking and disposition	N/O
Control of Hands as a Vehicle of Contamination			24. Time as a public health control: procedures and records	N/O
8. Hands clean and properly washed	N/O		Consumer Advisory	
9. No bare hand contact with ready to eat foods	N/O		25. Consumer advisory provided for raw or undercooked foods	N/O
10. Hand washing sinks properly supplied and accessible	N/O		Highly Susceptible Populations	
Approved Source			26. Pasteurized foods used; prohibited foods not offered	N/O
11. Foods obtained from an approved source	N/O		Food/Color Additives and Toxic Substances	
12. Foods received at proper temperatures	N/O		27. Food additives: approved, properly stored, and used	N/O
13. Food in good condition, safe, and unadulterated	N/O		28. Toxic substances properly identified, stored and used	N/O
14. Required records available; shellstock tags, parasite destruction	N/O		Conformance with Approved Procedures	
Protection from Contamination			29. Compliance with variance, specialized process, reduced oxygen packaging criteria, and HACCP plan	N/O

GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

Safe Food and Water			Proper Use of Utensils	
30. Pasteurized eggs used where required	N/O		43. In use utensils: properly stored	N/O
31. Water and ice from approved source	N/O		44. Utensils, equipment, and linens: properly stored dried and handled	N/O
32. Variance obtained for specialized processing methods	N/O		45. Single-use/single service articles: properly stored and used	N/O
Food Temperature Control			46. Slash-resistant and cloth glove use	N/O
33. Proper cooling methods used; adequate equipment for temperature control	N/O		Utensils, Equipment, and Vending	
34. Plant food properly cooked for hot holding	N/O		47. Food and non-food contact surfaces are cleanable, properly designed, constructed, and used	N/O
35. Approved thawing methods	N/O		48. Warewashing facilities: installed, maintained, and used; test strips	N/O
36. Thermometers provided and accurate	N/O		49. Non-food contact surfaces clean	N/O
Food Identification			Physical Facilities	
37. Food properly labeled; original container	N/O		50. Hot and Cold water available; adequate pressure	N/O
Prevention of Food Contamination			51. Plumbing installed; proper backflow devices	N/O
38. Insects, rodents, and animals not present/outer openings protected	N/O		52. Sewage and waste water properly disposed	N/O
39. Contamination prevented during food preparation, storage and display	N/O		53. Toilet facilities; properly constructed, supplied, and cleaned	N/O
40. Personal cleanliness	N/O		54. Garbage and refuse properly disposed; facilities maintained	N/O
41. Wiping cloths: properly used and stored	N/O		55. Physical facilities installed, maintained, and clean	N/O
42. Washing fruits and vegetables	N/O		56. Adequate ventilation and lighting; designated areas used	N/O
			57. Licensing; posting licenses and reports; smoking	N/O

Inspection reports shall be posted no higher than eye level where the public can see and in a manner that the public can reasonably read the report.

P - Priority

PF- Priority Foundation

C - Core

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Item Number	Violation of Code	Priority Level	Comment	Correct By Date
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GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

Item Number	Violation of Code	Priority Level	Comment	Correct By Date
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Inspection Published Comment:

A visit was made in reference to the Enforcement Letter sent to the establishment as no information was received as stated in the Enforcement Letter.

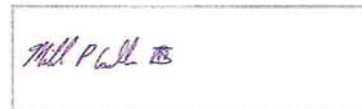
The owner of the establishment enrolled into the ServSafe course that was conducted on 12/14/2016 and provided the documentation showing his attendance. Results of the exam portion will be available on 12/28/2016 and if a passing score is achieved the establishment will email a copy of the certificate to the inspector. If the individual does not pass, the course shall be attempted again until a passing score is achieved.

No further action is necessary.














The following guidance documents have been issued:



Luis Perez
Person In Charge



Michael Casella
Inspector

	<u>ID</u>		<u>Inspection Date</u>	<u>Type</u>	<u>Reason</u>	<u>Status</u>	<u>Further Action Required</u>
<input type="checkbox"/>	173493		12/15/2016	Retail Food	Follow Up-LOC	Approved	No
<input type="checkbox"/>	172240		11/28/2016	Retail Food	Physical Recheck	Approved	Yes
<input type="checkbox"/>	168839		10/07/2016	Retail Food	Physical Recheck	Approved	Yes
<input type="checkbox"/>	168727		09/25/2016	Retail Food	Follow Up-LOC	Approved	Yes
<input type="checkbox"/>	167324		09/15/2016	Retail Food	Follow Up-LOC	Approved	Yes
<input type="checkbox"/>	164984		08/15/2016	Retail Food	Physical Recheck	Approved	Yes
<input type="checkbox"/>	163853		08/01/2016	Retail Food	Physical Recheck	Approved	Yes
<input type="checkbox"/>	162767		07/20/2016	Retail Food	Routine	Approved	Yes
<input type="checkbox"/>	159739		06/13/2016	Retail Food	Physical Recheck	Approved	No
<input type="checkbox"/>	159489		06/09/2016	Retail Food	Physical Recheck	Approved	Yes
<input type="checkbox"/>	158837		05/31/2016	Retail Food	Physical Recheck	Approved	Yes
<input type="checkbox"/>	157865		05/16/2016	Retail Food	Illness Complaint	Approved	Yes
<input type="checkbox"/>	132403		04/21/2015	Retail Food	Routine	Approved	No

If you have any other questions or need any other documentation, please let me know.

Thanks,

James Lacina, REHS
Environmental Health Coordinator
Johnson County Public Health
(319) 356-6040 Ext. 5875
jlacina@co.johnson.ia.us



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Trudy Conklin

From: James Lacina <jlacina@co.johnson.ia.us>
Sent: Wednesday, March 22, 2017 10:23 AM
To: Trudy Conklin
Subject: Azul Tequila Information and Timeline
Attachments: doc20170322094837.pdf

Trudy,

Here is an overview of the timeline detailing our attempts to bring Azul Tequila into compliance:

5/16/16 – Inspector notified management of need for Certified Food Protection Manager (CFPM) certificate during illness complaint.

7/20/16 – Inspector arrived for routine inspection and still no CFPM was acquired.

11/28/16 – After numerous Letter of Corrections and visits an Enforcement Letter was sent out and a manager enrolled into a course for December.

Dec/16 – The individual failed the exam and did not sign up for a retest

3/6/17 – Multiple visits were made to notify the establishment NL will not renew their liquor license until Food Code requirements are met.

3/21/17 – Manager onsite stated main cook had “signed-up” for a May course but had no email confirmation or proof of enrollment.

Manager stated evidence would be submitted to inspector via email sometime soon.

There have been numerous other unofficial contacts by phone and dropping by the establishment to discuss the completion of the certified food protection manager requirement.

I have scanned and attached a few inspection reports that show the initial routine inspection, a follow up and then our final, most recent inspection. The establishment has had numerous on site follow ups as well as an official enforcement letter, but has yet to comply.

Here is the website where food inspection reports can be reviewed:

http://www.johnson-county.com/dept_health.aspx?id=18353

This site is for the public and shows the most recent routine inspections. But, our internal inspection database shows all follow ups:

Trudy Conklin

From: Trudy Conklin
Sent: Thursday, February 16, 2017 9:04 AM
To: azultequila10@hotmail.com
Cc: Tom Palmer; Tracey Mulcahey; Johnson County Health (jlacina@co.johnson.ia.us); Bryan Hardin
Subject: Liquor license renewal

Good Morning Ramon,

The approval process for your liquor license has been placed on hold until compliance is achieved with the Johnson County Health Department.

If you have any questions, feel free to contact our office at 319-626-5713.

Thank you,

Trudy Conklin
Administrative Assistant
City of North Liberty
PO Box 77
North Liberty IA 52317

Phone 319-626-5713

Trudy Conklin

From: Trudy Conklin
Sent: Thursday, February 16, 2017 7:39 AM
To: Tom Palmer; Tracey Mulcahey
Cc: Johnson County Health (jlacina@co.johnson.ia.us)
Subject: FW: Azul Tequila Alcoholic Beverage licensing

Tom and Tracey,

I will place a copy of this email in the liquor licensing file. I wanted both of you to be aware of the current situation.

Trudy

From: James Lacina [<mailto:jlacina@co.johnson.ia.us>]
Sent: Tuesday, February 14, 2017 11:37 AM
To: Trudy Conklin
Subject: RE: Azul Tequila Alcoholic Beverage licensing

This establishment is actually the reason that I requested that we change the language on the form. They still have to comply with a Food Code requirement that we have been trying to get completed for months now. If they fail to complete the requirement, I would like to request that we hold their liquor license until they comply with the Health Department requirements. Let me know if this sounds alright.

Thanks,

James Lacina, REHS
Environmental Health Coordinator
Johnson County Public Health
(319) 356-6040 Ext. 5875
jlacina@co.johnson.ia.us



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From: Trudy Conklin [<mailto:tconklin@northlibertyiowa.org>]
Sent: Tuesday, February 14, 2017 10:31 AM
To: James Lacina <jlacina@co.johnson.ia.us>
Subject: Azul Tequila Alcoholic Beverage licensing

Hi James,

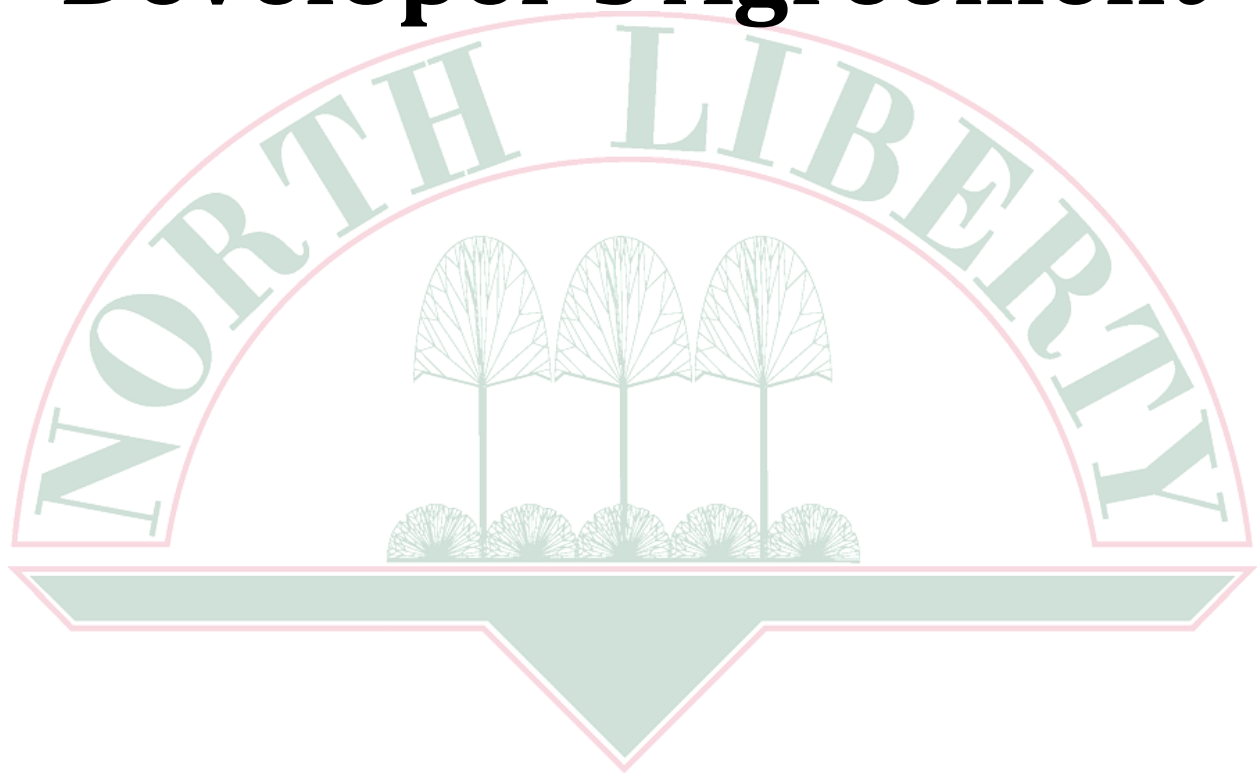
Please complete the attached and return to me.

Thank you,

**Trudy Conklin
City of North Liberty
PO Box 77
North Liberty IA 52317**

Phone 319-626-5713

Harvest Estates II, Part 4 Developer's Agreement



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

**DEVELOPER'S AGREEMENT
HARVEST ESTATES II PART FOUR**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Glynmor LLC, hereinafter referred to as "Developer."

SECTION 1. REQUEST FOR PLAT APPROVAL.

Developer has requested that the City approve the proposed final plat, attached hereto as Exhibit A and incorporated herein by reference, for a subdivision known as Harvest Estate II Part Four (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND A PORTION OF THE NORTH 10 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER ALL OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the East Quarter Corner of Section 14, Township 80 North, Range 7 West, of the Fifth Principal Meridian; Thence S00°25'54"E, along the East Line of said Section 14, a distance of 1658.37 feet, to the Northeast Corner of Chipman's Subdivision, in accordance with the Plat thereof Recorded in Plat Book 9, at Page 20 of the Records of the Johnson County Recorder's Office; Thence S88°52'22"W along the North Line of said Chipman's Subdivision, and the South Line of Harvest Estates II, Part 2, in accordance with the Plat thereof Recorded in Plat Book 59 at Page 6 of the Records of the Johnson County Recorder's Office, 364.22 feet to the POINT OF BEGINNING; Thence

continuing S88°52'22"W, along the North Line of said Chipman's Subdivision, 1170.00 feet; Thence N01°07'38"W, 199.95 feet; Thence N88°52'22"E, 20.75 feet; Thence N01°07'38"W, 128.27 feet, to a Point on the South Line of Auditor Parcel 2010-62, in accordance with the Plat thereof Recorded in Plat Book 55 at Page 89 of the Records of the Johnson County Recorder's Office; Thence N88°42'35"E, along said South Line, 182.96 feet, to the Southeast Corner thereof, and a Point on the West Line of said Harvest Estates II, Part 2; Thence S00°38'01"E, along said West Line, 33.18 feet, to the Southwest Corner thereof; Thence N89°21'59"E, along the South Line of said Harvest Estates II, Part 2, a distance of 185.00 feet; Thence N00°38'01"W, along said South Line, 35.99 feet; Thence N88°52'22"E, along said South Line, 733.89 feet; Thence S01°07'38"E, along said South Line, 190.00 feet; Thence N88°52'22"E, along said South Line, 17.26 feet; Thence Northeasterly, 30.27 feet along said South Line on a 180.00 foot radius curve, concave Northwesterly, whose 30.23 foot chord bears N84°03'20"E; Thence S01°07'38"E, along said South Line, 142.49 feet, to the POINT OF BEGINNING. Said tract of land contains 8.44 Acres, and is subject to easements and restrictions of record.

As part of this request, Developer acknowledges full ownership of the real estate described above.

SECTION 2. CONDITIONS OF PLAT APPROVAL AND RIGHT TO PROCEED.

A. The City agrees that it will approve the final plat of this subdivision upon the conditions that:

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;
3. The public improvements have been constructed and accepted by the City or, in the event the Developer requests and the City agrees to the construction of the public improvements after final plat approval, the Developer has complied with the security requirements set forth in Section 180.11(2)(A) of the Code of Ordinances and Section 8 of this Agreement; and
4. The Developer enters into and abides by this Agreement.

B. The Developer further agrees that this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property.

C. The Developer may not grade or otherwise disturb the earth, remove trees, construct sanitary sewer mains, storm sewer mains, water mains, streets, utilities, public or private improvements or any buildings until the following conditions have been satisfied:

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;

2. The Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement;

3. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and

4. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.

A. Development Standards. The subdivision shall be developed according to the preliminary and final subdivision plats as approved by the City and according to the plans and specifications as approved by the City. All plans shall be approved before the commencement of any work in accordance with the subdivision plat. There shall be no variance from the subdivision plats, or from the construction plans and specifications, unless approved in writing by the City.

B. Public Improvement Standards. All improvements and facilities described in this Agreement shall be constructed and installed by the Developer according to the plans, specifications, ordinances and standards of the City and in accordance with all applicable federal and state laws and regulations. All required inspections shall be performed by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications. These improvements and facilities include but are not limited to public water system; sanitary sewer system; storm sewer and drainageway system; site grading; underground utilities; setting for lot and block monuments; and surveying and staking.

C. Standard Requirements. Further, the Developer agrees that:

1. All streets shown on the plat will be constructed of concrete paving with concrete curb and gutter as shown on the approved construction plans and will be dedicated to the City.

2. The Developer shall provide for the installation of all electric lines, street lights, gas mains, telephone lines and other utility facilities that are necessary at the Developer's sole cost. Developer further agrees that all utilities shall be installed underground.

3. Any decorative street lighting must be approved by the City and installed at the Developer's sole cost.

4. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the Developer shall install sidewalks in said subdivision abutting said lots per the widths approved on the preliminary plat, in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown on the plat or otherwise specified in this agreement.

5. The Developer shall submit a storm water management plan that will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The Developer agrees to dispose of all storm water through the approved storm water and drainageway system as set forth in the storm water management plan. The design and construction of the storm water detention basin, if required by the City for this development, shall be in compliance with the City's current storm water management ordinances and policies. The Developer shall have a duty to continue the drainage across the property, and, in no event, shall the Developer create an undue hardship on the adjoining property owners in the manner in which storm water runoff and drainage is managed.

6. The Developer shall provide water, sewer, utility and drainage easements as shown on the plat.

7. Any wells shall be abandoned in accordance with applicable local, state and federal laws and regulations.

8. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval.

D. Additional Requirements. Further, the Developer agrees that:

1. The Developer shall pay the following costs:

- a. \$23,656.00 for St. Andrews Division II cost per Preliminary Plat Agreement Section 5(4)(a)iii.
- b. \$40,870.00 for St. Andrews (other) costs per Preliminary Plat Agreement Section 5(4)(b)(iii).
- c. \$16,989.00 for Jones Boulevard costs per Preliminary Plat Agreement Section 5(5)(c).
- d. \$10,373.00 for the sewer tap-on fee for the West Trunk sewer line per Preliminary Plat Agreement Section 5(6).

These costs shall be submitted to the City in full prior to Council approval of that final plat.

2. In the event the final plat is more than 8.44 acres, the costs set out in Paragraph 1 shall be adjusted pursuant to the sections of the Preliminary Plat Agreement referenced above.

3. Developer shall comply with buffering requirement for this final plat, as set out in Preliminary Plat Agreement Section 5(10).

4. The Developer agrees to explore for existing tile lines, and to cap or connect any tile lines to the City's storm sewer system as directed by the City Engineer. The location and depth of the digging and the required action upon completion of the digging shall be subject to review and approval of the City Engineer. For any capping or connecting activities required under this section, standard plastic tile and connectors are acceptable materials.

E. Homeowners Association. The Developer agrees that a homeowners association, hereinafter referred to as "HOA," has been created and shall be subject to the following requirements.

1. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the HOA, which shall then be recorded at the Developer's expense. The City shall thereafter be provided notices concerning any reorganization of the HOA, dissolution of the HOA, changes in membership in the HOA, or proposed changes in any duties or responsibilities of the HOA that directly affect the City.

2. Said homeowners association shall include the owners of all buildable lots within the underlying preliminary plat.

3. After the final plat is approved and recorded, the Developer shall transfer all outlots to the HOA.

4. The HOA shall own in perpetuity and be responsible for the maintenance of all outlots within the boundaries of the preliminary plat, including but not limited to stormwater management facilities and landscape buffers, consistent with all terms and conditions set out in this Agreement.

5. The Developer acknowledges and agrees that the all lots within the jurisdiction of the HOA will be specifically benefited by the maintenance of all outlots, and the cost of such maintenance need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities, if necessary, in the event the City incurs costs due to the failure of the HOA or its members to maintain the outlots.

F. Developer's Obligations. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein, nor shall the Developer be deemed to be acting as the City's agent during the original construction and

installation of the above-described improvements. The parties agree that the obligation to install the above-described public improvements herein shall be in accordance with the plans and specifications drafted by the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

SECTION 4. PUBLIC UTILITIES.

Developer agrees that it will obtain any necessary concurrence of utility or other easements from appropriate utility companies. Developer agrees that it will provide for the continuation of all required water, sanitary sewer and storm drainage facilities. The Developer agrees that it will connect and use existing public water supplies in accordance with the North Liberty Municipal Code and that the Developer will provide a plan outlining the drainage of the land and indicating the manner in which the drainage will be accommodated and will connect to the existing storm water sewer systems when available in accordance with the plan approved by the City Engineer.

SECTION 5. EROSION CONTROL AND GRADING.

A. Erosion Control. Before any grading or utility construction is commenced or building permits are issued, the Developer shall design and implement an erosion control plan which shall be reviewed and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan or any supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion and assess the costs of such action to the Developer or to the property, or both. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder.

B. Grading. No grading of any nature may occur on this property until a grading plan is implemented by the Developer and approved by the City. Within ninety (90) days after the completion of any grading, the Developer shall provide the City with an "as-constructed" grading plan and a certification by registered land surveyor or engineer that all ponds, swales and ditches, if any, have been constructed in accordance with the plans approved by the City.

SECTION 6. PHASED DEVELOPMENT.

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's Agreements for such phases are approved by the City.

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

A. If all the public improvements and facilities except for sidewalk construction deferred in accordance with Section 3(C)(4) as provided in this Agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities except for sidewalk construction deferred in accordance with Section 3(C)(4), plus ten (10) percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances.

B. In the event the Developer, its assigns or successors in interest, should sell or convey lots in said subdivision without having constructed the public improvements and facilities as provided in this Agreement or without the City having accepted all public improvements and facilities; or the Developer, its assigns or successors in interest in said subdivision, shall fail to construct sidewalks as set forth in Section 3(C)(4), the City shall have the right to install and construct said improvements, facilities and sidewalks. Unless City is fully reimbursed for these costs from the escrowed money or surety bond held by the City, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code. It is further provided that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution until properly released as hereinafter provided.

C. The Developer acknowledges and agrees that all lots of the subdivision are specifically benefited by the public improvements, facilities and sidewalks, and the cost of such public improvements, facilities and sidewalks need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities.

SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

A. The Developer shall submit to the City, for approval by the City Engineer, plans and specifications for the construction of improvements in the subdivision which have been prepared by a registered professional civil engineer. The Developer shall obtain approval of the construction plans and all necessary permits from the appropriate city, state and federal agencies before proceeding with construction. In addition, the Developer shall cause to have its engineer provide adequate field inspection personnel to ensure that an acceptable level of quality control is maintained.

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction, and consultation with the Developer and its engineer on the status, progress or other issues regarding the project. The Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other infrastructure improvements. The engineering administrative fee and construction observation fees to be paid by the Developer

shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by the Developer.

SECTION 9. RELEASE.

The City agrees that when the public improvements, facilities and sidewalks required by Section 3 of this Agreement have been installed to the satisfaction of the City, it will promptly issue appropriate releases of various lots of the subdivision for recording in the Johnson County Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said subdivision.

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

A. The Developer agrees and is fully obligated to perform as provided in this Agreement. The Developer is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of the Developer, its employees, agents or assigns, to perform is not a defense for the Developer against any action to be taken by the City.

B. In the event of default by the Developer regarding any work to be performed by the Developer under this Agreement, the City may, at its option, perform the work and bill the Developer for said work. The Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given written notice of the work in default, and has not cured such default within fourteen (14) days of such notice. This Agreement is an authorization for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter upon the property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against all of the property located in the subdivision.

SECTION 11. AUTHORIZATION TO ENTER PREMISES.

Developer grants the City, its agents, employees, officers and contractors, authorization to enter the subdivision area to perform all work and inspections deemed appropriate and necessary by the City in conjunction with this development.

SECTION 12. FEES.

The Developer agrees to record this Agreement and to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this subdivision project. A copy of this recorded Agreement will be provided to the City.

SECTION 13. TIME OF PERFORMANCE.

Developer shall install all required public improvements, except for sidewalk construction deferred in accordance with Section 3(C)(4), within two (2) years from the date of City approval of this Agreement. In the event that the Developer fails to install the required public improvements within the above-referenced time, authorization to proceed with the development shall cease, and the Developer shall be required to seek reauthorization and approval of this development. Developer may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

SECTION 14. MISCELLANEOUS.

A. The Developer represents and states that the plat complies with all city, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations. The City may, at its option, refuse to allow construction or development work in the subdivision until the Developer complies with the appropriate law or regulation. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, occupancy permits or other permits.

D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.

F. The Developer may not assign this Agreement or the obligations imposed by this Agreement without the written permission of the City Council or as otherwise provided in this Agreement.

G. The Developer's obligations under this Agreement shall continue in full force and effect even if the Developer sells a portion of the subdivision, the entire platted area, or any part thereof.

H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City.

I. The Developer shall take out and maintain a public liability and property damage insurance policy covering personal injury, including death, and claims for property damage which

may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

J. The Developer shall record any restrictive or protective covenants for the subdivision. A copy of the recorded restrictive or protective covenants will be provided to the City.

K. The Developer shall record the original copy of this agreement, with all requisite signatures, at the time the other final plat documents are recorded as required by law.

SECTION 15. NOTICES.

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

Alan Marks
Glynmor LLC
c/o Midwest Development Corporation
1680 Highway One, Suite 2920
Fairfield, IA 52556

and

Joseph T. Moreland
Hayek, Moreland, Smith & Bergus, L.L.P.
120 East Washington Street
Iowa City, Iowa 52240-3924

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

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

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

SECTION 16. SUCCESSORS AND ASSIGNS.

This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the parties, their successors and assigns.

DATED this ____ day of _____, 2017.

CITY OF NORTH LIBERTY, IOWA

GLYNMOR LLC

By: _____
Terry L. Donahue, Mayor

By: _____
Alan Marks, President

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

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

STATE OF IOWA)
) ss:
JEFFERSON COUNTY)

This instrument was acknowledged before me on this ____ day of _____, 2017, by Alan Marks, as President of Glynmor LLC.

Notary Public in and for the State of Iowa

EASEMENT LABEL TABLE	
LABEL	DESCRIPTION
①	15.0' WIDE PUBLIC UTILITY EASEMENT
②	EXISTING 16.0' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT (CONTIGUOUS)
③	10.0' WIDE PUBLIC UTILITY EASEMENT
④	20.0' WIDE PUBLIC ACCESS EASEMENT (CONTIGUOUS)
⑤	20.0' WIDE PUBLIC UTILITY EASEMENT
⑥	20.0' WIDE LANDSCAPE EASEMENT

Resolution No. 2017-29

**RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND GLYNMOR,
LLC THAT ESTABLISHES THE TERMS AND CONDITIONS
UNDER WHICH HARVEST ESTATES II PART FOUR WILL BE
DEVELOPED IN THE CITY OF NORTH LIBERTY, IOWA**

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

WHEREAS, the terms and conditions for the development of Harvest Estates II Part Four have been set forth in an Agreement between the City of North Liberty and Glynmor, LLC; and

NOW, THEREFORE, BE IT RESOLVED that that the Agreement between the City of North Liberty and Glynmor, LLC is approved for the development of Harvest Estates II Part Four, North Liberty, Iowa.

APPROVED AND ADOPTED this 28th day of March, 2017.

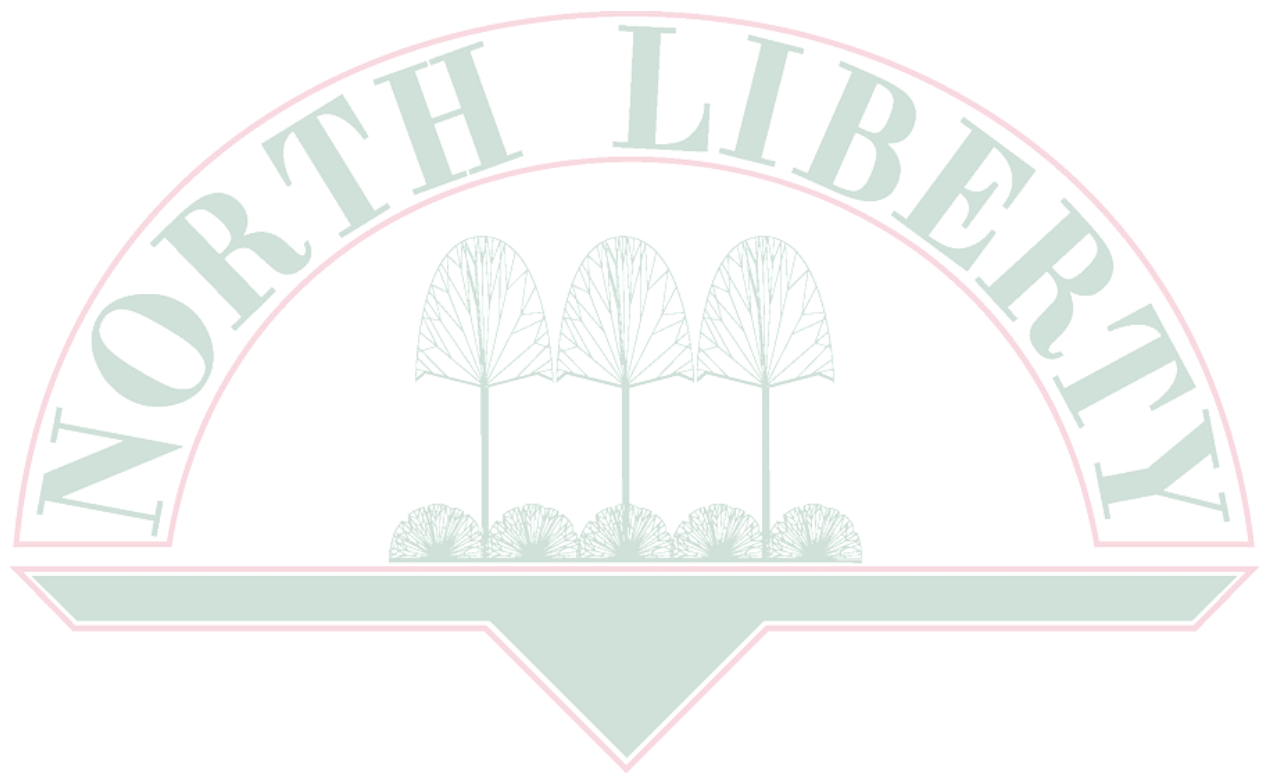
CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

2017 Borrowing



March 24, 2017

VIA E-MAIL

Tracey Mulcahey
City Clerk/City Hall
North Liberty, Iowa

Re: North Liberty, Iowa
Bond Counsel Services-Water Revenue

Dear Tracey:

I am writing to explain our role as bond counsel for the City's proposed Water Revenue borrowing to fund the current refunding of the City's Water Revenue Bonds, Series 2008D, dated September 15, 2008 (the "Bonds"). It is our understanding that the City will issue approximately \$1,250,000 Water Revenue Refunding Bonds (the "Bonds") into the municipal bond market. Furthermore, we understand that the Bonds will be sold through a public sale to be facilitated by the City's financial advisor, Independent Public Advisors, LLC (the "Financial Advisor").

As bond counsel, it is our responsibility to provide legal representation to the City with respect to the authorization of the issuance of the Bonds. In serving the City as bond counsel, we will prepare appropriate resolutions, notices, agreements, filings and closing certificates, consult with the Financial Advisor and underwriter and undertake such additional duties as we deem necessary to help the City through this transaction. At closing of the Bond issue, assuming the proper conditions are in place, we will deliver our bond counsel opinion that (1) the Bonds are valid and binding limited obligations of the City and (2) the interest paid on the Bonds will be excluded from gross income for federal income tax purposes.

We have also been asked to serve as disclosure counsel in order to assist with securities regulatory compliance for the offering of the Bonds. As disclosure counsel we will prepare the body of the official statement which will be necessary for the sale of the Bonds and consult and advise on related disclosure and continuing disclosure matters. We will perform "due diligence" functions and perform certain other functions as may be necessary to fulfill our responsibilities as disclosure counsel. We will not be responsible for the compilation, preparation and/or review of the financial and operating data to be included in Appendix A of the official statement, but we will coordinate with the Financial Advisor as they prepare that portion of the document.

Page 2

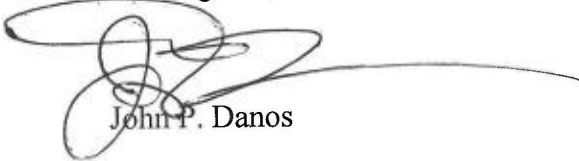
In performing our services as bond counsel, our sole client in this matter will be the City of North Liberty. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City of North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

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the projects, and (iv) the responsibilities we assume, we estimate that our fees and expenses for serving as both bond counsel and disclosure counsel will not exceed \$16,500.

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

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

Best regards,



John P. Danos

JPD/sl

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I understand and agree to the arrangements stated above.

CITY OF NORTH LIBERTY, IOWA

BY: _____
 Mayor

Date: _____

ATTEST: _____
 City Clerk

Date: _____

Resolution No. 2017-24

**RESOLUTION APPROVING THE ENGAGEMENT LETTER
BETWEEN THE CITY OF NORTH LIBERTY AND DORSEY &
WHITNEY LLP REGARDING BOND COUNSEL SERVICES FOR
THE 2017 WATER REVENUE FINANCING**

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

WHEREAS, the City Council desires to enter into a an agreement with Dorsey & Whitney LLP for bond counsel services for the 2017 Water Revenue Financing;

WHEREAS, Dorsey & Whitney LLP has proposed a not to exceed estimate of \$16,500; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the engagement letter with Dorsey & Whitney LLP setting forth the terms and conditions under which bond counsel services will be provided for the 2017 Water Revenue Financing.

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

APPROVED AND ADOPTED this 28th day of March, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

NEW ISSUE - DTC BOOK ENTRY ONLY

RATING: Moody's: "____"
(See "Rating" herein.)

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming compliance with certain covenants, the interest on the Bonds will be excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986 (the "Code"); provided however such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes). In the opinion of Bond Counsel, the Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Interest on the Series 2017B Bonds is exempt from State of Iowa taxes imposed by Division II and Division III of Iowa Code chapter 422, will not be included in "adjusted current earnings" to be used in computing the "state alternative minimum taxable income" of corporations for purposes of Iowa Code section 422.33, as amended, but is subject to taxes imposed by Division V of Iowa Code Chapter 422. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.

\$4,560,000*

**City of North Liberty, Iowa
General Obligation Corporate Purpose
and Refunding Bonds,
Series 2017A**

\$8,035,000*

**City of North Liberty, Iowa
General Obligation Urban Renewal
and Refunding Bonds,
Series 2017B**

Dated: Date of Delivery**Due:** As shown on inside cover

The \$4,560,000* General Obligation Corporate Purpose and Refunding Bonds, Series 2017A (the "Series 2017A Bonds") and \$8,035,000* General Obligation Urban Renewal and Refunding Bonds, Series 2017B (the "Series 2017B Bonds" and, together with the Series 2017A Bonds, the "Bonds") are being issued in fully registered form in denominations of \$5,000 or any integral multiple thereof pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2017, as amended and separate resolutions authorizing issuance of the Bonds (the "Resolutions") expected to be adopted by the City of North Liberty, Iowa (the "Issuer" or the "City") on April 11, 2017*. The Depository Trust Company, New York, New York ("DTC") will act as the securities depository for the Bonds and its nominee, Cede & Co., will be the registered owner of the Bonds. Individual purchases of the Bonds will be recorded on a book-entry only system operated by DTC. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. So long as DTC or its nominee, Cede & Co., is the Bondholder, the principal of, premium, if any, and interest on the Bonds will be paid by Bankers Trust Company, Des Moines, Iowa as Registrar and Paying Agent (the "Registrar"), or its successor, to DTC, or its nominee, Cede & Co. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Bonds. See "APPENDIX E – BOOK-ENTRY SYSTEM" herein.

The Bonds will bear interest from their dated date, payable semiannually on each June 1 and December 1, commencing December 1, 2017*. The Bonds are subject to redemption by the Issuer prior to their stated maturities in the manner and at the time described herein. All of the Bonds then outstanding are subject to redemption at the option of the Issuer, as a whole or in part, from any source of available funds, on June 1, 20__* or on any date thereafter at a redemption price equal to the principal amount of the Bonds, together with accrued interest to the date fixed for redemption, without premium. See "THE BONDS – Redemption" herein.

The Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See "SECURITY AND SOURCE OF PAYMENT" herein.

Proceeds of the Series 2017A Bonds will be used for the purpose of (1) paying the costs, to that extent of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements, and (b) current refunding the Series 2008B Bonds, the Series 2009A Bonds, the Series 2010A Bonds and the Series 2011A Bonds (each as defined herein); and (2) paying certain costs of issuance related to the Series 2017A Bonds. Proceeds of the Series 2017B Bonds will be used for the purpose of (1) paying the costs, to that extent of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements, and (b) current refunding the Series 2010B Bonds (defined herein); and (2) paying certain costs of issuance related to the Series 2017B Bonds. See "PLAN OF FINANCING" herein.

The Bonds are being offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to receipt of an opinion as to legality, validity and tax exemption by Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with the issuance of the Bonds. It is expected that the Bonds in the definitive form will be available for delivery through the facilities of DTC on or about April 27, 2017*.

The Date of this Official Statement is April __, 2017

* Preliminary, subject to change

MATURITY SCHEDULES

Series 2017A

<u>Due</u>	<u>Amount</u> *	<u>Rate</u> *	<u>Yield</u> *	<u>Cusip Num.</u> **
June 1, 2018	\$720,000			
June 1, 2019	\$705,000			
June 1, 2020	\$625,000			
June 1, 2021	\$430,000			
June 1, 2022	\$435,000			
June 1, 2023	\$440,000			
June 1, 2024	\$450,000			
June 1, 2025	\$245,000			
June 1, 2026	\$250,000			
June 1, 2027	\$260,000			

Series 2017B

<u>Due</u>	<u>Amount</u> *	<u>Rate</u> *	<u>Yield</u> *	<u>Cusip Num.</u> **
June 1, 2018	\$705,000			
June 1, 2019	\$1,150,000			
June 1, 2020	\$1,165,000			
June 1, 2021	\$1,190,000			
June 1, 2022	\$445,000			
June 1, 2023	\$450,000			
June 1, 2024	\$460,000			
June 1, 2025	\$470,000			
June 1, 2026	\$480,000			
June 1, 2027	\$495,000			
June 1, 2028	\$505,000			
June 1, 2028	\$520,000			

** CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer. The Issuer has not selected nor is responsible for selecting the CUSIP numbers assigned to the Bonds nor do they make any representation as to the correctness of such CUSIP numbers on the Bonds or as indicated above.

No dealer, broker, salesman or any other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such information or representations must not be relied upon as having been authorized by the Issuer or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of any offer to buy any of the securities offered hereby in any state to any persons to whom it is unlawful to make such offer in such state. Except where otherwise indicated, this Official Statement speaks as of the date hereof. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The information set forth herein has been obtained from the Issuer and from other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No representation is made regarding whether the Bonds constitute legal investments under the laws of any state for banks, savings banks, savings and loan associations, life insurance companies, and other institutions organized in such state, or fiduciaries subject to the laws of such state.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATIONS OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES ATTACHED HERETO, CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED “FORWARD-LOOKING STATEMENTS,” MEANING THEY REFER TO POSSIBLE FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE WORDS SUCH AS “ANTICIPATED,” “PLAN,” “EXPECT,” “PROJECTED,” “ESTIMATE,” “BUDGET” OR OTHER WORDS OF SIMILAR IMPORT. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO DIFFER FROM THOSE EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE ISSUER DOES NOT EXPECT OR INTEND TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

In connection with the issuance of the Bonds, the Issuer will enter into a Continuing Disclosure Certificate. See “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

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OFFICIAL STATEMENT

\$4,560,000*
City of North Liberty, Iowa
General Obligation Corporate Purpose
and Refunding Bonds,
Series 2017A

\$8,035,000*
City of North Liberty, Iowa
General Obligation Urban Renewal
and Refunding Bonds,
Series 2017B

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices hereto (the “Official Statement”), is to set forth certain information in conjunction with the sale of \$4,560,000* General Obligation Corporate Purpose and Refunding Bonds, Series 2017A (the “Series 2017A Bonds”) and \$8,035,000* General Obligation Urban Renewal and Refunding Bonds, Series 2017B (the “Series 2017B Bonds” and, together with the Series 2017A Bonds, the “Bonds”) of the City of North Liberty, Iowa (the “Issuer” or the “City”). This Introduction is not a summary of this Official Statement, but is only a brief description of the Bonds and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety. The offering of the Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Copies of statutes, resolutions, ordinances, reports or other documents referred to herein are available, upon request, from the Issuer.

The Bonds are being issued pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2017, as amended (collectively, the “Act”) and separate Resolutions expected to be adopted by the Issuer on April 11, 2017* (the “Resolutions”) to evidence the obligations of the Issuer under separate Loan Agreements between the Issuer and the Underwriter.

The Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See “SECURITY AND SOURCE OF PAYMENT” herein.

Proceeds of the Series 2017A Bonds will be used for the purpose of (1) paying the costs, to that extent of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements, and (b) current refunding the Series 2008B Bonds, the Series 2009A Bonds, the Series 2010A Bonds and the Series 2011A Bonds (each as defined herein); and (2) paying certain costs of issuance related to the Series 2017A Bonds. Proceeds of the Series 2017B Bonds will be used for the purpose of (1) paying the costs, to that extent of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements, and (b) current refunding the Series 2010B Bonds (defined herein); and (2) paying certain costs of issuance related to the Series 2017B Bonds. See “PLAN OF FINANCING” and “SOURCES AND USES OF FUNDS” herein.

THE ISSUER

The Issuer, with a 2010 U.S. Census population of 13,374, comprises approximately 7.83 square miles. The Issuer operates under a statutory form of government consisting of a five-member City Council, of which the Mayor is not a voting member. Additional information concerning the Issuer is included in “APPENDIX A – INFORMATION ABOUT THE ISSUER” hereto.

THE BONDS

General

The Bonds will be issued in fully registered form only, without coupons. The Bonds will be initially registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Bonds. Interest on and principal of the Bonds are payable in lawful money of the United States of America.

The Bonds are dated as of the date of their delivery, will mature on June 1 in the years and in the amounts set forth on the inside cover page hereof, and will bear interest at the rates to be set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2017*, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the interest payment date, to the addresses appearing on the registration books maintained by the

* Preliminary, subject to change

Registrar or such other address as is furnished to the Registrar in writing by a registered owner. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof.

Redemption

Optional Redemption. All of the Bonds then outstanding are subject to redemption at the option of the Issuer, as a whole or in part, from any source of available funds, beginning June 1, 20__* or on any date thereafter at a redemption price equal to the principal amount of the Bonds, together with accrued interest to the date fixed for redemption, without premium.

Selection of Bonds for Redemption. Bonds subject to redemption will be selected in such order of maturity as the Issuer may direct. If less than all of the Bonds of a single maturity are to be redeemed, the Bonds to be redeemed will be selected by lot or other random method by the Registrar in such a manner as the Registrar may determine.

Notice of Redemption. Prior to the redemption of any Bonds under the provisions of the Resolutions, the Registrar shall give notice by certified mail or electronic means not less than thirty (30) days prior to the redemption date to each registered owner thereof.

SECURITY AND SOURCE OF PAYMENT

General

Pursuant to the Resolutions and the Act, the Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See “APPENDIX A – INFORMATION ABOUT THE ISSUER.”

Section 76.2 of the Act provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of such political subdivision shall, by resolution adopted before issuing the bonds, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds. A certified copy of this resolution shall be filed with the county auditor in which the issuer is located, giving rise to a duty of the auditor to annually enter this levy for collection from the taxable property within the boundaries of the issuer, until funds are realized to pay the bonds in full.

For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, the Resolutions provide for the levy of a tax sufficient for that purpose, on all the taxable property in the Issuer in each of the years while the Bonds are outstanding. The Issuer shall file certified copies of the Resolutions with the County Auditor, pursuant to which the County Auditor is instructed to enter for collection and assess the tax authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the Issuer and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the Issuer and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the Issuer which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in the Resolutions, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the Issuer’s budget.

BONDHOLDERS’ RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Tax Levy Procedures

The Bonds are general obligations of the Issuer, payable from and secured by a continuing ad-valorem tax levied against all of the property valuation within the boundaries of the Issuer. As part of the budgetary process of the Issuer each fiscal year the Issuer will have an obligation to request a debt service levy to be applied against all of the property within the boundaries of the Issuer. A failure on the part of the Issuer to make a timely levy request or a levy request by the Issuer that is inaccurate or is insufficient to make full payments of the debt service on the Bonds for a particular fiscal year may cause Bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds.

2013 Property Tax Legislation

During its 2013 session the Iowa Legislature enacted, and the Governor signed legislation that, among other things, reduces the limit on annual assessed value growth with respect to residential and agricultural property from 4% to 3%, reduces as a rollback the taxable value applicable to commercial, industrial and railroad property to 95% for the 2013 assessment year and 90% for the 2014 assessment year and all years thereafter, and provides a partial exemption on telecommunications property. The legislation also created a new separate classification for multiresidential properties which were previously taxed as commercial properties, and assigns an incremental rollback percentage over several years for multiresidential properties such that the multiresidential rollback determination will match that for residential properties in the 2022 assessment year. As a result of this legislation, local governments expect to experience reductions in property tax revenues over the next several fiscal years. The legislation includes state-funded replacement moneys for a portion of the expected reduction in property tax revenues to the local governments, but such replacement funding is limited in both amount and duration of availability. There can be no assurance the state-funded replacement moneys will be provided by the state, if at all, during the term the Bonds remain outstanding. The Issuer does not expect the state replacement funding to fully address the property tax reductions resulting from the legislation during the term the Bonds remain outstanding. The legislation does not limit the legal obligation of the Issuer to pay debt service on the Bonds or the amount the Issuer is required to levy for payments of debt service on the Bonds, however, there can be no assurances that it will not have a material adverse impact with respect to the Issuer's financial position.

Changes in Property Taxation

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds.

Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential impact on the Bonds and the security for the Bonds.

Matters Relating to Enforceability of Agreements

Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolutions.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolutions or the Loan Agreements. The remedies available to the Bondholders upon an event of default under the Resolutions or the Loan Agreements, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreements or the Resolutions may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolutions or the Loan Agreements, including principal of and interest on the Bonds.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular Bond or Bonds issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Rating Loss

Moody's Investor Service ("Moody's") has assigned a rating of "___" to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Bankruptcy

The rights and remedies provided in the Resolutions may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds and the Resolutions, including the opinion of Bond Counsel, will be similarly qualified. If the Issuer were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolutions. In the event the Issuer fails to comply with its covenants under the Resolutions or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "pro forma," "forecast," "projected," "intend," "expect" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and the actual results. These differences could be material and could impact the availability of funds of the Issuer to pay debt service when due on the Bonds.

Tax Matters, Bank Qualification and Loss of Tax Exemption

As discussed under the heading "TAX EXEMPTION AND RELATED TAX MATTERS" herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the Issuer in violation of its covenants in the Resolutions. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

The Issuer will designate the Bonds as "qualified tax-exempt obligations" under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and has further covenanted to comply with certain other requirements, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code. However, the Issuer's failure to comply with such covenants could cause the Bonds not to be "qualified tax-exempt obligations" and banks and certain other financial institutions would not receive more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

It is possible that actions of the Issuer after the closing of the Bonds will alter the tax status of the Bonds, and, in the extreme, remove the tax exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

DTC-Beneficial Owners

Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the Issuer nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See "APPENDIX E – BOOK-ENTRY SYSTEM."

Proposed Federal Tax Legislation

From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein.

Pension and OPEB Information

The Issuer contributes to the Iowa Public Employees’ Retirement System (“IPERS”), which is a state-wide multiple-employer cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the Issuer are required to participate in IPERS. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the Issuer being required to make annual contributions to IPERS. Contribution amounts are set by State statute. The IPERS Comprehensive Annual Financial Report for its fiscal year ended June 30, 2016 (the “IPERS CAFR”) indicates that as of June 30, 2016, the date of the most recent actuarial valuation for IPERS, the funded ratio of IPERS was 83.9%, and the unfunded actuarial liability was \$5.586 billion. The IPERS CAFR identifies the IPERS Net Pension Liability at June 30, 2016, at approximately \$6.293 billion, while its net pension liability at June 30, 2015 was approximately \$4.94 billion. The IPERS CAFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. See “APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER” for additional information on IPERS.

Bond Counsel, Disclosure Counsel, the Municipal Advisor and the Issuer undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the IPERS website.

In fiscal year 2016, the Issuer’s IPERS contribution totaled approximately \$478,367. The Issuer is current in its obligations to IPERS.

Pursuant to Governmental Accounting Standards Board Statement No. 68, IPERS has allocated the net pension liability among its members, with the Issuer’s identified portion at June 30, 2016 at approximately \$2,545,393. While the Issuer’s contributions to IPERS are controlled by state law, there can be no assurance the Issuer will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the Issuer. See “APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER” for additional information on pension and liabilities of the Issuer.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Official Statement and the appendices hereto.

LITIGATION

The Issuer encounters litigation occasionally, as a course of business, however, no litigation currently exists that is not believed to be covered by current insurance carriers and no litigation has been proposed that questions the validity of these Bonds.

ACCOUNTANT

The financial statements of the Issuer included as “APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER” to this Official Statement have been examined by Winkel, Parker & Foster, CPA PC, Iowa City, Iowa to the extent and for the periods indicated in their report thereon. Such financial statements have been included herein without permission of said office, and said office expresses no opinion with respect to the Bonds or the Official Statement.

MUNICIPAL ADVISOR

The Issuer has retained Independent Public Advisors, LLC, Johnston, Iowa as municipal advisor (the “Municipal Advisor”) in connection with the issuance of the Bonds. The Municipal Advisor assisted in matters relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor will not engage in any underwriting activities with regard to the issuance and sale of the Bonds. The Municipal Advisor has not been engaged, nor has it undertaken, to independently verify the accuracy of the Official Statement.

PLAN OF FINANCING

Proceeds of the Series 2017A Bonds will be used for the purpose of (1) paying the costs, to that extent of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements, and (b) current refunding the General Obligation Corporate Purpose Bonds, Series 2008B, dated June 30, 2008 (the “Series 2008B Bonds”), the 000 General Obligation Corporate Purpose Bonds, Series 2009A, dated May 27, 2009 (the “Series 2009A Bonds”), the General Obligation Corporate Purpose Bonds, Series 2010A, dated October 25, 2010 (the “Series 2010A Bonds”), and the General Obligation Corporate Purpose and Refunding Bonds, Series 2011A, dated September 28, 2011 (the “Series 2011A Bonds”); and (2) paying certain costs of issuance related to the Series 2017A Bonds. Proceeds of the Series 2017B Bonds will be used for the purpose of (1) paying the costs, to that extent of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements, and (b) current refunding the General Obligation Urban Renewal Bonds, Series 2010B, dated October 25, 2010 (the “Series 2010B Bonds”); and (2) paying certain costs of issuance related to the Series 2017B Bonds.

SOURCES AND USES OF FUNDS*

The following are estimated sources and uses of funds, with respect to the Bonds.

Sources of Funds	
Series 2017A Bond Principal	\$
Series 2017B Bond Principal	
Total Sources of Funds	\$
Uses of Funds	
Deposit to Project Fund	
Deposit to Refunding Fund	
Capitalized Interest	
Costs of Issuance & Contingency ⁽¹⁾	\$
Total Uses of Funds	\$

(1) Includes, among other things, payment of certain legal, financial and other expenses related to the issuance of the Bonds (including, without limitation, underwriters' discount). See the discussion under the caption “UNDERWRITING” herein.

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption

The opinions of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986 (the “Code”), provided, however that such interest must be taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes).

The opinions set forth in the preceding sentence will be subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the resolutions authorizing the issuance of the Bonds, the Issuer will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

Proposed Changes in Federal and State Tax Law

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax

* Preliminary, subject to change.

exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Qualified Tax-Exempt Obligations

In the resolutions authorizing the issuance of the Bonds, the Issuer will designate the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations. In the opinion of Bond Counsel, the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

State of Iowa Taxation

The opinion of Bond Counsel will also state that the interest on the Series 2017B Bonds is exempt from the taxes imposed by Division II (Personal Net Income Tax) and Division III (Business Tax on Corporations) of Chapter 422 of the Code of Iowa, as amended, and will not be included in “adjusted current earnings” to be used in computing the “state alternative minimum taxable income” of corporations for purposes of section 422.33 of the Code of Iowa, as amended. Interest on the Series 2017B Bonds is subject to the taxes imposed by Division V (Taxation of Financial Institutions) of Chapter 422 of the Code of Iowa, as amended.

Original Issue Premium

The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder’s constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their any original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see “TAX EXEMPTION AND RELATED TAX MATTERS” herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as “APPENDIX B – FORMS OF BOND COUNSEL OPINIONS.” Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the Underwriter at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with issuance of the Bonds.

The legal opinion to be delivered will express the professional judgment of Bond Counsel, and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

RATING

The Bonds are rated “___” by Moody’s. The rating reflects only the views of Moody’s, and an explanation of the significance of that rating may be obtained only from Moody’s and its published materials. The rating described above is not a recommendation to buy, sell or hold the Bonds. There can be no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of Moody’s, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the rating is still in effect. A downward revision or withdrawal of the rating is likely to have an adverse effect on the market price and marketability of the Bonds. The Issuer has not assumed any responsibility either to notify the

owners of the Bonds of any proposed change in or withdrawal of any rating subsequent to the date of this Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Certificate, or to contest any revision or withdrawal.

CONTINUING DISCLOSURE

The Issuer will covenant in a Continuing Disclosure Certificate for the benefit of the Owners and Beneficial Owners of the Bonds to provide annually certain financial information and operating data relating to the Issuer (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the Issuer no later than twelve months after the close of each fiscal year, commencing with the fiscal year ending June 30, 2017, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See “APPENDIX C — FORM OF CONTINUING DISCLOSURE CERTIFICATE.” The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in “APPENDIX C — FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the “Rule”).

[StatementofCD]

UNDERWRITING

The Bonds are being purchased, subject to certain conditions, by _____ (the “Underwriter”). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Bonds at an aggregate purchase price of \$_____ (reflecting the par amount of the Bonds with original issue premium (\$_____) and an underwriting discount of \$_____) on the Closing Date.

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial public offering prices stated on the cover page. The initial public offering prices of the Bonds may be changed, from time to time, by the Underwriter.

The Underwriter intends to engage in secondary market trading of the Bonds subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Bonds at the request of the holder thereof.

MISCELLANEOUS

Brief descriptions or summaries of the Issuer, the Bonds, the Resolutions and other documents, agreements and statutes are included in this Official Statement. The summaries or references herein to the Bonds, the Resolutions and other documents, agreements and statutes referred to herein, and the description of the Bonds included herein, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entirety by reference to such documents, and the description herein of the Bonds is qualified in its entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents. Copies of such documents may be obtained from the Issuer.

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the Issuer and the purchasers or Owners of any of the Bonds.

The attached APPENDICES A, B, C, D and E are integral parts of this Official Statement and must be read together with all of the foregoing statements.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

The Issuer has reviewed the information contained herein which relates to it and has approved all such information for use within this Official Statement. The execution and delivery of this Official Statement has been duly authorized by the Issuer.

City of North Liberty, Iowa

_____/s/_____

APPENDIX A
INFORMATION ABOUT THE ISSUER

CITY OF NORTH LIBERTY, IOWA

NORTH LIBERTY, IA
CITY HALL
3 QUAIL CREEK CIRCLE
North Liberty, IA 52317
Telephone 319-626-5700

MAYOR AND CITY COUNCIL¹

Terry Donahue, Mayor	<i>Term Expires December 31, 2017</i>
Chris Hoffman, Council Member	<i>Term Expires December 31, 2019</i>
Annie Pollock, Council Member	<i>Term Expires December 31, 2017</i>
Jim Sayre, Council Member	<i>Term Expires December 31, 2019</i>
Brian Wayson, Council Member	<i>Term Expires December 31, 2017</i>

CITY OFFICIALS

Ryan Heiar	<i>City Administrator</i>
Tracey Mulcahey	<i>Assistant City Administrator/Clerk</i>
Debra Hilton	<i>City Treasurer</i>
Mary Byers	<i>Deputy City Clerk</i>
Scott Peterson	<i>City Attorney</i>

PROPERTY VALUES

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs all County Auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The assessments finalized as of January 1 of each year are applied to the following fiscal year. The 2015 final Actual Values were adjusted by the Johnson County Auditor. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy. For assessment year 2015, the Taxable Value rollback rate was 55.6259% of Actual Value for residential property; 46.1068% of Actual Value for agricultural property; 90% of Actual Value for commercial, industrial, and railroad property, 86.2500% of Actual Value for multiresidential property, and 100% of Actual Value for utility property.

The Legislature's intent has been to limit the growth of statewide taxable valuations for most classes of property to 3% annually; utility taxable valuation growth is limited to 8%. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

¹ There is currently one open position on the council.

1/1/2015 VALUATIONS (Taxes payable July 1, 2016 through June 30, 2017)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$1,111,283,451	\$593,601,445
Multiresidential	20,691,773	17,735,463
Commercial	157,417,826	132,438,051
Industrial	8,861,014	7,372,044
Railroad	2,722,414	2,450,173
Utilities w/o Gas & Electric	2,900,918	2,900,918
Other	0	0
Gross valuation	\$1,303,877,396	\$756,498,094
Less military exemption	<u>(624,124)</u>	<u>(624,124)</u>
Net valuation	\$1,303,253,272	\$755,873,970
TIF increment (used to compute debt service levies and constitutional debt limit)	\$154,566,045	\$154,566,045
Taxed separately		
Ag. Land & Buildings	\$4,259,968 ¹	\$1,801,641
Utilities – Gas & Electric	8,597,838	2,105,811

Source: Iowa Department of Management

2015 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY²

	<u>Taxable Valuation</u>	<u>Percent Total</u>
Residential	\$593,601,445	78.064%
Multiresidential	17,735,463	2.332%
Ag. Land & Ag. Buildings	1,801,641	0.237%
Commercial, Industrial, Other, Railroad & Utility	145,161,186	19.090%
Utilities – Gas & Electric	<u>2,105,811</u>	<u>0.277%</u>
Total Gross Taxable Valuation	\$760,405,546	100.00%

Source: Iowa Department of Management

¹ Excludes \$301,567 of TIF ag land.

² Before military exemption, and exclusive of taxable TIF increment.

TREND OF VALUATIONS

The 100% Actual Valuations, before rollback and after reduction of military exemption, include Ag. Land, Ag. Buildings, TIF Increment, and Gas & Electric Utilities. The Net Taxable Valuations, with the rollback and after the reduction of military exemption, include Gas & Electric Utilities, but exclude Ag. Land, Ag Buildings, and Taxable TIF Increment. Iowa cities certify operating levies against Net Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Net Taxable Valuations including the Taxable TIF Increment.

Assessment <u>Year</u>	Payable <u>Fiscal Year</u>	100% <u>Actual Valuation</u>	Taxable Valuation <u>(With Rollback)</u>	Taxable <u>TIF Increment</u>
2011	2012-13	1,067,351,692	541,259,309	111,974,749
2012	2013-14	1,092,630,246	545,462,471	130,410,844
2013	2014-15	1,228,397,986	619,061,975	147,867,594
2014	2015-16	1,342,519,821	677,362,574	160,764,659
2015	2016-17	1,470,978,690	757,979,781	154,566,045
2016 ³	2017-18	1,533,087,539	823,841,329	142,017,314

Source: Iowa Department of Management

LARGER TAXPAYERS

<u>Taxpayer</u>	Property/ <u>Business Type</u>	1/1/2015 <u>Taxable Valuation</u>
University of Iowa Comm. Credit Union	Commercial	\$25,744,950
ARC WPIACIA001 LLC	Commercial	17,686,618
Heartland Equipment Inc	Commercial	11,728,696
Cameron Partners LLC	Commercial	6,111,391
Centro Inc	Industrial	5,974,534
Frontier Distribution Inc.	Commercial	5,663,970
Springfever LLC	Commercial	5,435,820
Golfview Investors LC	Commercial	5,146,063
Jim Swank LLC	Commercial	4,656,870
Kobrin Development Co Inc	Commercial	4,210,572

Source: Johnson County Iowa Auditor's Office.

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³ January 1, 2016 valuations are available from the State of Iowa, and are effective July 1, 2017.

INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2015 Actual Valuation applicable to the fiscal year 2016-17, is as follows:

2015 Actual Valuation of Property	\$1,471,602,814
Less: Military Exemption	<u>(624,124)</u>
Net Valuation	\$1,470,978,690
Constitutional Debt Percentage	5.00%
Constitutional Debt Limit	<u>\$73,548,935</u>
Less: Applicable General Obligation Debt	<u>(38,290,000)</u>
Constitutional Debt Margin	\$35,258,935

DIRECT DEBT

General Obligation Debt Paid by Property Taxes (Includes the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 04/04/17</u>
11/06C	\$570,000	Corporate Purpose	6/17	\$70,000
06/08B	295,000	Corporate Purpose	6/17 ⁴	40,000
05/09A	824,500	Corporate Purpose	6/17	56,100
10/10A	1,176,400	Corporate Purpose	6/17	132,600
09/11A	790,000	Corporate Purpose/ Refunding	6/22	270,000
07/13A	2,540,000	Refunding	6/23	1,815,000
11/13B	1,425,000	Corporate Purpose	6/24	1,160,000
10/15A	1,005,000	Corporate Purpose/Refunding	6/26	910,000
0417A	4,560,000	Corporate Purpose/Refunding	6/27	<u>4,560,000</u>
Subtotal				\$9,013,700

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⁴ The 2018 and later maturities are being refunded by the Series 2017A Bonds.

General Obligation Debt Paid by Tax Increment (Includes the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 04/04/17</u>
06/08B	\$1,520,000	Urban Renewal	6/18	\$385,000
05/09A	1,600,500	Urban Renewal	6/17 ⁵	108,900
10/10B	6,765,000	Urban Renewal	6/17	675,000
09/11B	5,810,000	Urban Renewal	6/26	4,340,000
11/12B	1,815,000	Urban Renewal	6/23	1,290,000
10/13C	3,540,000	Urban Renewal	6/24	2,885,000
10/14C	3,090,000	Urban Renewal	6/25	2,800,000
10/15A	3,240,000	Urban Renewal & Refunding	6/26	2,960,000
04/17B	8,035,000	Urban Renewal & Refunding	6/29	<u>8,035,000</u>
Subtotal				\$23,478,900

General Obligation Debt Paid by Sewer Revenues

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 04/04/17</u>
01/98	\$1,000,000	Sewer Improvements	12/17	\$70,000
10/15A	2,960,000	Sewer Improvements	06/26	<u>2,960,000</u>
Subtotal				\$3,030,000

General Obligation Debt Paid by Water Revenues

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 04/04/17</u>
10/10A	\$553,600	Water Improvements	6/17 ⁶	\$62,400
10/15A	2,705,000	Water Improvements & Refunding	6/26	<u>2,645,000</u>
Subtotal				\$2,707,400

General Obligation Debt Paid by Road Use Tax (Includes the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 04/04/17</u>
06/08B	\$125,000	Street Improvements	6/18	\$30,000
10/15A	55,000	Refunding	6/17	<u>30,000</u>
Subtotal				\$60,000

Total General Obligation Debt Subject to Debt Limit: \$38,290,000

⁵ The 2018 and later maturities are being refunded by the Series 2017B Bonds.

⁶ The 2018 and later maturities are being refunded by the Series 2017A Bonds.

ANNUAL FISCAL YEAR DEBT SERVICE PAYMENTS

General Obligation Debt Paid by Property Taxes (includes the Series 2017A Bonds, Excludes the Refunded Bonds)

Fiscal Year	Current Outstanding G.O. Debt Paid by <u>Property Taxes</u>		<u>The Bonds</u>		Total G.O. Debt Paid by <u>Property Taxes</u>	
	<u>Principal</u>	Principal and <u>Interest</u>	<u>Principal</u>	Principal and <u>Interest</u>	<u>Principal</u>	Principal and <u>Interest</u>
FY 2016-17	\$943,700	\$999,840			\$943,700	\$999,840
FY 2017-18	555,000	620,218	\$720,000	\$801,823	1,275,000	1,422,040
FY 2018-19	560,000	616,683	705,000	772,418	1,265,000	1,389,101
FY 2019-20	480,000	527,268	625,000	684,029	1,105,000	1,211,296
FY 2020-21	485,000	523,968	430,000	480,591	915,000	1,004,559
FY 2021-22	495,000	524,918	435,000	479,055	930,000	1,003,973
FY 2022-23	510,000	530,133	440,000	476,530	950,000	1,006,662
FY 2023-24	<u>245,000</u>	254,140	450,000	477,994	695,000	732,134
FY 2024-25			245,000	263,364	335,000	356,964
FY 2025-26			250,000	262,704	340,000	354,504
FY 2025-27			<u>260,000</u>	266,604	<u>260,000</u>	266,604
Total	\$4,273,700		\$4,560,000		\$9,013,700	

General Obligation Debt Paid by Tax Increment (Includes the Series 2017B Bonds, Excludes the Refunded Bonds)

Fiscal Year	Current Outstanding G.O. Debt Paid by <u>Tax Increment</u>		<u>The Bonds</u>		Total G.O. Debt Paid by <u>Tax Increment</u>	
	<u>Principal</u>	Principal and <u>Interest</u>	<u>Principal</u>	Principal and <u>Interest</u>	<u>Principal</u>	Principal and <u>Interest</u>
FY 2016-17	\$2,693,900	\$2,908,291			\$2,693,900	\$2,908,291
FY 2017-18	1,650,000	1,921,950	\$705,000	\$861,918	2,355,000	2,783,868
FY 2018-19	1,480,000	1,718,868	1,150,000	1,286,186	2,630,000	3,005,054
FY 2019-20	1,505,000	1,716,668	1,165,000	1,287,501	2,670,000	3,004,169
FY 2020-21	1,530,000	1,712,638	1,190,000	1,296,774	2,720,000	3,009,411
FY 2021-22	1,575,000	1,726,980	445,000	533,686	2,020,000	2,260,666
FY 2022-23	1,630,000	1,749,003	450,000	530,987	2,080,000	2,279,990
FY 2023-24	1,475,000	1,558,325	460,000	532,257	1,935,000	2,090,582
FY 2024-25	1,105,000	1,153,505	470,000	532,413	1,575,000	1,685,918
FY 2025-26	<u>800,000</u>	821,555	480,000	531,556	1,280,000	1,353,111
FY 2026-27			495,000	534,844	495,000	534,844
FY 2027-28			505,000	532,271	505,000	532,271
FY 2028-29			<u>520,000</u>	534,040	<u>520,000</u>	534,040
Total	\$15,443,900		\$8,035,000		\$23,478,900	

General Obligation Debt Paid by Sewer Revenues

<u>Fiscal Year</u>	Current Outstanding G.O. Debt Paid by <u>Sewer Revenues</u>	
	<u>Principal</u>	Principal and <u>Interest</u>
FY 2016-17	\$275,000	\$305,230
FY 2017-18	350,000	404,330
FY 2018-19	280,000	328,100
FY 2019-20	285,000	327,500
FY 2020-21	290,000	326,800
FY 2021-22	295,000	326,000
FY 2022-23	305,000	330,100
FY 2023-24	310,000	329,000
FY 2024-25	315,000	327,800
FY 2025-26	<u>325,000</u>	331,500
Total	\$3,030,000	

General Obligation Debt Paid by Water Revenues

<u>Fiscal Year</u>	Current Outstanding G.O. Debt Paid by <u>Water Revenues</u>	
	<u>Principal</u>	Principal and <u>Interest</u>
FY 2016-17	\$332,400	\$361,808
FY 2017-18	275,000	391,230
FY 2018-19	280,000	390,922
FY 2019-20	290,000	395,347
FY 2020-21	290,000	320,600
FY 2021-22	295,000	319,800
FY 2022-23	225,000	243,900
FY 2023-24	235,000	249,400
FY 2024-25	240,000	249,700
FY 2025-26	<u>245,000</u>	249,900
Total	\$2,707,400	

General Obligation Debt Paid by Road Use Taxes

<u>Fiscal Year</u>	Current Outstanding G.O. Debt Paid by <u>Road Use Taxes Revenues</u>	
	<u>Principal</u>	Principal and <u>Interest</u>
FY 2016-17	\$45,000	\$45,878
FY 2017-18	<u>15,000</u>	15,593
Total	\$60,000	

OTHER DEBT

The City has revenue debt payable solely from the net revenues of the Municipal Sewer System as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 04/07/17</u>
03/98A	\$323,957	Sewer Projects (SRF)	12/18	\$47,000
03/98B	3,769,043	Sewer Projects (SRF)	12/18	514,000
08/07	5,271,000	Sewer Projects (SRF)	06/27	4,391,000
08/08A	3,250,000	Sewer Projects (SRF)	06/28	2,037,000
09/08C	1,550,000	Sewer Projects	06/23	845,000
04/14A	1,315,000	Sewer Refunding	06/25	1,100,000
10/16	22,337,000	Sewer Refunding & Improvement	06/37	<u>22,337,000</u>
Total				\$31,271,000

The City has revenue debt payable solely from the net revenues of the Municipal Waterworks System as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 04/04/17</u>
09/08D	\$2,350,000	Water Improvements	06/23	\$1,335,000
11/12C	1,425,000	Refunding	06/23	920,000
04/14B	1,210,000	Refunding	06/26	<u>1,035,000</u>
Total				\$3,290,000

The City has revenue debt payable solely from the gross revenues of the Road Use Tax Fund as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 04/04/17</u>
03/12A	\$1,815,000	Street Improvements	06/27	\$1,390,000

INDIRECT DEBT

	1/1/2015	Portion of			City's
	Taxable	Taxable Value	Percent		Indirect
<u>Taxing District</u>	<u>Valuation</u>	<u>In the City</u>	<u>Applicable</u>	<u>GO Debt⁶</u>	<u>Portion</u>
Johnson County	\$8,042,302,645	\$914,347,467	11.37%	\$8,490,000	\$965,247
Iowa City CSD	5,978,490,538	650,740,381	10.88%	14,150,000	1,540,184
Clear Creek – Amana CSD	979,604,994	263,601,086	26.91%	61,465,000	16,539,942
Kirkwood Comm. College	24,144,197,855	914,347,467	3.79%	132,454,427	<u>5,016,086</u>
TOTAL					\$24,061,459

⁶ Debt service based on publically available data. School district figures exclude Sale and Service Tax Revenue Bonds.

DEBT RATIOS

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value</u> \$1,470,978,690	<u>Debt/13,374 Population</u>
Direct General Obligation Debt	\$30,570,000	2.078%	\$2,285.78
Indirect General Obligation Debt	<u>24,061,459</u>	<u>1.636%</u>	<u>1,799.12</u>
Combined Debt	\$54,631,459	3.714%	\$4,084.90

LEVIES AND TAX COLLECTIONS

<u>Year</u>	<u>Taxes Levied</u>	<u>Current Collections</u>	<u>% of Taxes Levied</u>
2012-13	\$9,414,172	\$ 9,447,234	100.35%
2013-14	9,847,588	9,787,322	99.38%
2014-15	10,955,072	10,993,551	100.35%
2015-16	11,905,229	12,348,953	103.72%
2016-17	12,795,865	--in process of collection--	

After the assessment of property in a calendar year, taxes are levied for collection in the following fiscal year. Taxes are certified to the County Auditor in March. The County Treasurer collects taxes for all taxing entities in the County. Statutory dates for payment without penalty are September 30 for the first installment and March 31 for the second installment. Penalty rates are established by State law at 1% per month.

TAX RATES

	<u>Tax Rates (Per \$1,000 of Taxable Value)</u>				
	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Johnson County	\$6.74909	\$6.73271	\$6.74168	\$6.90337	\$6.77140
City of North Liberty	11.03264	11.03264	11.03264	11.03264	11.03264
Iowa City CSD	14.07327	13.68792	13.69999	13.86773	13.98935
Clear Creek-Amana CSD	15.31063	15.31055	15.06516	15.62084	16.75419
County Assessor	0.33390	0.26472	0.30944	0.35488	0.29377
Ag. Extension	0.08146	0.08160	0.08119	0.08129	0.07781
Kirkwood Community College	1.07888	1.06473	1.05754	1.06125	1.08048
State of Iowa	<u>0.00330</u>	<u>0.00330</u>	<u>0.00330</u>	<u>0.00330</u>	<u>0.00330</u>
Total Tax Rate Iowa City CSD	\$33.35254	\$32.86762	\$32.92578	\$33.30446	\$33.24875
Total Tax Rate Clear-Creek Amana CSD	\$34.58990	\$34.49025	\$34.29095	\$35.05757	\$36.01359

LEVY LIMITS

A city's general fund tax levy is limited to \$8.10 per \$1,000 of taxable value, with provision for an additional \$0.27 per \$1,000 levy for an emergency fund which can be used for general fund purposes (Code of Iowa, Chapter 384, Division I). Cities may exceed the \$8.10 limitation upon authorization by a special levy election. Further, there are limited special purpose levies, which may be certified outside of the above-described levy limits (Code of Iowa, Section 384.12). The amount of the City's general fund

levy subject to the \$8.10 limitation is \$8.10 for FY 2016-17, and the City is not using the emergency levy. The City also levies for employee benefits. Debt service levies are not limited.

FUNDS ON HAND (Cash and Investments as of February 28, 2017)

<u>Fund</u>	<u>Balance</u>	<u>Fund</u>	<u>Balance</u>
General	\$2,968,093	Water Bond Reserve	\$541,255
Fire Equipment Capital Fund	243,235	Water Capital Projects ⁹	(1,374,824)
Library Capital Fund	11,174	Sewer Fund	3,818,568
Recreation Capital Fund	131,475	Sewer Capital Reserve	1,406,688
Police Capital Fund	60,628	Sewer Sinking Fund	752,741
Transportation Impact Fees	2,327,479	Wastewater Treatment Plant Project ⁹	(902,332)
Stormwater Impact Fees	42,999	Sewer Trunk I & I ⁹	(3,318,165)
Tree Program	12,033	Sewer Bond Reserve	307,105
Park Capital Fund	637,523	Stormwater Management	206,872
Youth Sports Scholarship	61,556		
Equipment Revolving Fund ⁸	(262,814)		
Telecommunications Equipment	40,577		
Drug Task Force	44,522		
Seized Funds	1,931		
Road Use Tax Fund	1,782,103		
Street Capital Project ⁹	(4,805,682)		
IJOBS Street Projects	5,688		
TIF Fund	3,660,238		
Debt Service Fund	384,830		
Trust & Agency	758,006		
Customer Deposits	396,409		
TIF Projects	516,252		
Entryway Development	40,993		
Highway 965 Improvements	1,452,614		
Community Center Phase II	0		
Trail Projects	8,530		
Economic Development Projects	78,659		
Penn Street Improvements ⁹	(2,444,107)		
Land/Facilities ⁹	(62,059)		
Library Building Fund	63,074		
Ranshaw House Project	9,634		
Water Fund	1,761,182		
Water Capital Reserve	14,345		
Water Sinking Fund	1,284,076		

⁸ Deficit to be eliminated by transfers at the end of Fiscal Year 2016-17.

⁹ Deficit to be eliminated through borrowing.

THE CITY

CITY GOVERNMENT

The City of North Liberty, Iowa (the “City”) was incorporated in 1913. The City is governed by a Mayor and a Council of five members elected on a non-partisan basis. Council members serve four-year terms and the Mayor serves a four-year term. The Council meets on the second and fourth Tuesday of each month. The City maintains police and fire departments and its own water and sanitary sewer systems.

EMPLOYEES AND PENSIONS

The City has 81 full-time and 241 part-time employees (including seasonal employees), of which 81 full-time employees are enrolled in the Iowa Public Employees Retirement System (the “IPERS”) pension plan administered by the State of Iowa. The City is current in its obligation to IPERS, which has been as follows: \$478,540 in Fiscal Year 2015-16, \$450,414 in Fiscal Year 2014-15, and \$410,332 for Fiscal Year 2013-14. In addition to the 332 employees of the City, there are 38 volunteer fire fighters.

UNION CONTRACTS

The City has a contract with the Public Professional & Maintenance Employees Local 2003 union, expiring June 30, 2019.

INSURANCE

The City’s insurance coverage is as follows:

<u>Type of Insurance</u>	<u>Limit</u>	<u>Type of Insurance</u>	<u>Limit</u>
Property		Umbrella	
Buildings & Personal Property	54,854,524	Commercial General Liability	Occurrence Basis
Liability		General Aggregate Limit	4,000,000
Legal Liability Limit	4,000,000	Prod/Comp Ops Aggregate Limit	4,000,000
Crime & Fidelity		Personal and Advertising Injury	2,000,000
		Limit	
Employee Theft	500,000	Each Occurrence Limit	2,000,000
Forgery or Alterations	25,000	Employee Benefit Liability	2,000,000
Theft of Money and Securities	20,000	Bodily Injury by Accident	500,000
Computer Fraud and		Bodily Injury by Disease	500,000
Funds Transfer Fraud	500,000	Public Officials Liability	2,000,000
Inland Marine		Law Enforcement Liability	2,000,000
Contractors Equipment	1,884,750	Linebacker	2,000,000
Accounts Receivable	100,000	Employee Health Insurance	2,000,000
Property Floater	818,348		
Watercraft	8,594		
Automobile			
Liability	2,000,000		
Auto Medical Payments	1,000		
Uninsured Motorists	1,000,000		
Underinsured Motorists	1,000,000		
Worker’s Compensation	Statutory		

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City is located in east central Iowa in Johnson County. The City is located off Interstate 380 between the cities of Cedar Rapids and Iowa City encompassing an area of 5 square miles. The City is a rapidly growing community with a population of 13,374 according to the U.S. 2010 census. The City has seen an increase in population of 85% from the 2004 special census to the 2010 census.

LARGER EMPLOYERS

A representative list of larger employers in the City is indicated below. Figures are as reported in a telephone survey conducted _____, except as noted.

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u>
Centro, Inc.	Plastics Producer	
City of North Liberty	Municipal Government	
Iowa City Community School District	Education	
Heartland Express	Transportation	
University of Iowa Community Credit Union	Banking	
L.L. Pelling Company	Asphalt Manufacturer	
NIS, Inc.	Refrigerator Component Assembly	
Conagra (J.M. Swank Company)	Food Distributor	
Fareway	Grocery – Retail	
Coles	Frozen Bread Products	
South Slope Cooperative Communications Co.	Telephone Service	
McClure Engineering	Civil Engineering	
Dan's Overhead Doors & More	Garage Doors	
Transport America	Transportation	
Hills Bank & Trust	Financial Services	
CompleWare Corporation	Clinical Research Software	
Advanced Millwork Inc.	Millwork Distributor	

BUILDING PERMITS

City officials reported the following construction activity as of February 28, 2017. Permits for the City are reported on a calendar year basis. The figures below include both new construction and remodeling.

Calendar Year	<u>Single Family Homes & Alterations</u>		<u>Multi-Family Dwellings</u>		<u>Residential Alterations</u>		<u>Commercial/Industrial New</u>		<u>Commercial/Industrial Alterations</u>	
	#	Total	#	Total	#	Total	#	Total	#	Total
	Issued	Valuation	Issued	Valuation	Issued	Valuation	Issued	Valuation	Issued	Valuation
2012	309	51,767,981	6	6,351,542	101	781,299	21	30,792,009	697	4,182,777
2013	192	52,229,403	9	11,594,425	82	828,087	74	5,133,339	664	4,816,017
2014	183	35,407,038	7	14,020,276	103	705,091	18	6,279,609	34	10,215,314
2015	82	17,053,511	7	16,335,342	47	686,829	0	0	26	495,034
2016	120	28,356,635	1	3,978,720	102	932,770	7	9,556,178	55	2,846,118
2017	4	936,040	0	0	8	102,250	4	17,000	0	0

Calendar Year	<u>Annual Totals</u>	
	# Issued	Total Valuation
2012	1134	93,875,608
2013	1021	74,601,271
2014	345	66,627,328
2015	162	34,570,716
2016	285	45,671,088
2017	16	1,055,290

Source: The City

U.S. CENSUS DATA

1980	2,046
1990	2,926
2000	5,367
2004 (Special City Census)	7,224
2010	13,374

Source: U.S. Census Bureau.

UNEMPLOYMENT RATES

Annual Averages	Johnson County	State of Iowa
2011	4.3%	5.9%
2012	3.8%	5.2%
2013	3.3%	4.6%
2014	3.2%	4.4%
2015	2.7%	3.8%
2016	2.6%	3.7%

Source: Iowa Workforce Development

EDUCATION

Public education is provided by the Iowa City Community School District, with certified enrollment for the 2016-17 school year of 13,982 students. The Iowa City Community School District, owns and operates several pre-school sites, eighteen elementary schools, three junior high schools, two senior high schools, and one alternative school for ninth through twelfth graders. Public education is also provided by the Clear Creek – Amana Community School District, with a certified enrollment for the 2016-17 school year of 2,005. The Clear Creek-Amana Community School District, operates three elementary schools, one middle school and one high school. Private education in North Liberty is provided by Heritage Christian School (non-denominational) for grades Kindergarten through seventh grade.

Colleges and universities within thirty miles of the City are: University of Iowa, Kirkwood Community College, Hamilton College, Cornell College, Capri College, University of America, Coe College and Mount Mercy College.

APPENDIX B
FORMS OF BOND COUNSEL OPINIONS

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX D
AUDITED FINANCIAL STATEMENTS OF THE ISSUER

APPENDIX E

BOOK-ENTRY SYSTEM

The information in this Appendix concerning The Depository Trust Company, New York, New York (“DTC”) and DTC’s book-entry system has been obtained from DTC. Neither the Underwriter nor the Issuer take responsibility for the accuracy or completeness thereof, or for any material changes in such information subsequent to the date hereof, or for any information provided at the web sites referenced below. Beneficial Owners should confirm the following with DTC or the Direct Participants (as hereinafter defined). So long as Cede & Co. is the Registered Owner of the Bonds, as nominee of DTC, references in the Official Statement to the Bondowners or Registered Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

Book-Entry System

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for series of the Bonds, each in the aggregate principal amount of such series, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Direct Participant as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Trustee, on any payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer does not take any responsibility for the accuracy thereof.

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MINUTES TO HOLD HEARING, SET
DATE FOR SALE OF BONDS, AND
AUTHORIZE OFFICIAL STATEMENT
FOR BONDS

421033-66

North Liberty, Iowa

March 28, 2017

The City Council of the City of North Liberty, Iowa, met on March 28, 2017, at _____ o'clock __.m. at the _____, in the City. The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Corporate Purpose and Refunding Loan Agreement in a principal amount not to exceed \$4,560,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

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

Ayes: _____

Nays: _____.

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

• • • •

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

APPROVED AND ADOPTED this 28th day of March, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2017-30

RESOLUTION TAKING ADDITIONAL ACTION ON GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING LOAN AGREEMENT, SETTING DATE FOR THE SALE OF GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BONDS, SERIES 2017A AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION THEREWITH

WHEREAS, the City of North Liberty (the “City”), in Johnson County, State of Iowa, previously issued its \$1,940,000 General Obligation Corporate Purpose Bonds, Series 2008B, dated June 30, 2008 (the “2008B Bonds”), a portion of which are currently outstanding, maturing on June 1 in each of the years and in such amounts and bearing interest at such rates as follows:

	Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2017	\$245,000	3.75%
2018	\$250,000	3.95%

WHEREAS, pursuant to the resolution (the “2008B Bond Resolution”) authorizing the issuance of the 2008B Bonds, the City reserved the right to call the 2008B Bonds maturing in the years 2017 and 2018, inclusive, for optional early redemption on any date on or after June 1, 2016 (the “Callable 2008B Bonds”), subject to the provisions of the 2008B Bond Resolution; and

WHEREAS, the City previously issued its \$2,425,000 General Obligation Corporate Purpose Bonds, Series 2009A, dated May 27, 2009 (the “2009A Bonds”), a portion of which are currently outstanding, maturing on June 1 in each of the years and in such amounts and bearing interest at such rates as follows:

	Principal	Interest		Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2017	\$165,000	3.00%	2021	\$190,000	4.00%
2018	\$170,000	3.25%	2022	\$200,000	4.05%
2019	\$175,000	3.50%	2023	\$205,000	4.10%
2020	\$185,000	3.75%	2024	\$215,000	4.15%

; and

WHEREAS, pursuant to the resolution (the “2009A Bond Resolution”) authorizing the issuance of the 2009A Bonds, the City reserved the right to call the 2009A Bonds maturing in the years 2017 through 2024, inclusive, for optional early redemption on any date on or after June 1, 2016 (the “Callable 2009A Bonds”), subject to the provisions of the 2009A Bond Resolution; and

WHEREAS, the City previously issued its \$1,730,000 General Obligation Corporate Purpose Bonds, Series 2010A, dated October 25, 2010 (the “2010A Bonds”), a portion of which

are currently outstanding, maturing on June 1 in each of the years and in such amounts and bearing interest at such rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2017	\$195,000	1.90%
2018	\$200,000	2.20%
2019	\$205,000	2.40%
2020	\$210,000	2.60%

WHEREAS, pursuant to the resolution (the “2010A Bond Resolution”) authorizing the issuance of the 2010A Bonds, the City reserved the right to call the 2010A Bonds maturing in the years 2018 through 2020, inclusive, for optional early redemption on any date on or after June 1, 2017 (the “Callable 2010A Bonds”), subject to the provisions of the 2010A Bond Resolution; and

WHEREAS, the City previously issued its \$790,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2011A, dated September 28, 2011 (the “2011A Bonds”), a portion of which are currently outstanding, maturing on June 1 in each of the years and in such amounts and bearing interest at such rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2017	\$90,000	1.40%
2018	\$90,000	1.70%
2019	\$90,000	2.00%

WHEREAS, pursuant to the resolution (the “2011A Bond Resolution”) authorizing the issuance of the 2011A Bonds, the City reserved the right to call the 2011A Bonds maturing in the years 2017 through 2019, inclusive, for optional early redemption on any date on or after June 1, 2016 (the “Callable 2011A Bonds”), subject to the provisions of the 2011A Bond Resolution; and

WHEREAS, the City heretofore proposed to enter into a General Obligation Corporate Purpose and Refunding Loan Agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$4,700,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements; and (2) current refunding the Callable 2008B Bonds, the Callable 2009A Bonds, the Callable 2010A Bonds and the Callable 2011A Bonds; and has published notice of the proposed action and has held a hearing thereon on March 28, 2017; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2017A (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and it is now

necessary to make provision for the approval of the P.O.S. and to authorize its use by Independent Public Advisors, LLC (the “Financial Advisor”); and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to authorize the Financial Advisor to carry out such sale;

NOW, THEREFORE, Be It Resolved by the City Council of the City of North Liberty, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of with the assistance of Dorsey & Whitney LLP, as disclosure counsel to the City, (the “Disclosure Counsel”) and the Financial Advisor to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 3. The use by the Financial Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and Disclosure Counsel and the Financial Advisor are hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Administrator is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 4. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate, with assistance from Disclosure Counsel and the Financial Advisor, to set the date of April 11, 2017 as the date for the sale of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement.

Section 5. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the Financial Advisor to use electronic bidding procedures for the sale of the Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 6. Further action with respect to the Loan Agreement and the Bonds is hereby adjourned to the City Council meeting on April 11, 2017.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

APPROVED AND ADOPTED this 28th day of March, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

STATE OF IOWA
COUNTY OF JOHNSON
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council of the City relating to a public hearing on and fixing of a date for the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2017A, and the approval of a preliminary official statement for the sale of the Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2017.

TRACEY MULCAHEY, CITY CLERK

TO HOLD HEARING, SET DATE FOR SALE
OF BONDS, AND AUTHORIZE OFFICIAL
STATEMENT FOR BONDS

421033-71

North Liberty, Iowa

March 28, 2017

The City Council of the City of North Liberty, Iowa, met on March 28, 2017, at _____
o'clock _____.m. at the _____, North Liberty, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following
named Council Members were present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a
General Obligation Urban Renewal and Refunding Loan Agreement in a principal amount not to
exceed \$8,035,000, the City Clerk announced that no written objections had been placed on file.
Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor
closed the public hearing.

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

Ayes: _____

Nays: _____.

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

• • • •

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

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2017-31

**RESOLUTION TAKING ADDITIONAL ACTION TO ENTER INTO A
GENERAL OBLIGATION URBAN RENEWAL AND REFUNDING LOAN
AGREEMENT, SETTING THE DATE FOR THE SALE OF GENERAL
OBLIGATION URBAN RENEWAL AND REFUNDING BONDS, SERIES
2017B AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL
STATEMENT IN CONNECTION THEREWITH**

WHEREAS, the City of North Liberty (the “City”), in Johnson County, State of Iowa, previously issued its \$6,765,000 General Obligation Urban Renewal Bonds, Series 2010B, dated October 25, 2010 (the “2010B Bonds”), a portion of which are currently outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

	Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2017	\$675,000	2.00%
2018	\$690,000	2.00%
2019	\$710,000	2.25%
2020	\$730,000	2.50%
2021	\$750,000	2.75%

; and

WHEREAS, pursuant to the resolution (the “2010B Bond Resolution”) authorizing the issuance of the 2010B Bonds, the City reserved the right to call the 2010B Bonds maturing in the years 2018 through 2021, inclusive, for optional early redemption on any date on or after June 1, 2017 (the “Callable 2010B Bonds”), subject to the provisions of the 2010B Bond Resolution; and

WHEREAS, the City heretofore proposed to enter into a loan agreement (the “Loan Agreement”) pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed \$8,100,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements; and (2) current refunding the Callable 2010B Bonds; and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 28, 2017; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of \$8,035,000 General Obligation Urban Renewal and Refunding Bonds, Series 2017B (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Independent Public Advisors, LLC., as municipal financial advisor (the “Financial Advisor”); and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to authorize the Financial Advisor to carry out such sale;

NOW, THEREFORE, Be It Resolved by the City Council of the City of North Liberty, Iowa, as follows:

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

Section 2. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of Dorsey & Whitney LLP, as disclosure counsel, (the “Disclosure Counsel”) and the Financial Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved

Section 3. The use by the Financial Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and Disclosure Counsel and the Financial Advisor are hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Administrator is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 4. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 11:00 a.m. on April 11, 2017, at the office of the City Clerk at City Hall in the City, and the City Council shall meet on the same date at 6:30 o’clock p.m. in the City, at the City Hall, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the City Clerk is hereby authorized and directed to publish notice of said sale, as provided by Chapter 75 of the Code of Iowa, in substantially the following form:

NOTICE OF SALE
CITY OF NORTH LIBERTY, IOWA
\$8,035,000 GENERAL OBLIGATION URBAN RENEWAL AND REFUNDING BONDS,
SERIES 2017B

Bids will be received on behalf of the City of North Liberty, Iowa, until 11:00 a.m. on April 11, 2017, for the purchase of \$8,035,000 General Obligation Urban Renewal and Refunding Bonds, Series 2017B (the "Series 2017B Bonds") of the City.

Any of the methods set forth below may be used, but no open bids will be accepted:

Sealed Bidding: Sealed bids will be received at the office of the City Clerk, City Hall, 3 Quail Creek Circle, North Liberty, Iowa 52317.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk, 3 Quail Creek Circle, North Liberty, Iowa 52317, and must be submitted through PARITY®.

Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City Clerk, 3 Quail Creek Circle, North Liberty, Iowa 52317, at facsimile number (319) 626-3288, and will be sealed and treated as sealed bids.

After the deadline for receipt of bids has passed, sealed bids that have been timely received will be opened and announced, and electronic internet bids will be accessed and announced. All bids will be presented to the City Council for consideration at its meeting to be held at 6:30 o'clock p.m. on April 11, 2017, at the City Hall, North Liberty.

The City reserves the right to increase or decrease the aggregate principal amount of the issue. Any change will be in increments of \$5,000 and may be made in any of the maturities. The purchase price will be adjusted proportionately to reflect any change in issue size.

The Series 2017B Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof, will be dated April 27, 2017, will bear interest payable semiannually on each June 1 and December 1 to maturity, commencing December 1, 2017, and will mature on each June 1 in the following years and amounts:

<u>Date</u>	<u>Principal</u>	<u>Date</u>	<u>Principal</u>
2018	\$ 705,000	2024	\$460,000
2019	\$1,150,000	2025	\$470,000
2020	\$1,165,000	2026	\$480,000
2021	\$1,190,000	2027	\$495,000
2022	\$ 445,000	2028	\$505,000
2023	\$ 450,000	2029	\$520,000

The City reserves the right to optionally prepay part or all of the principal of the Bonds prior to and in any order of maturity on June 1, _____, or on any date thereafter upon terms of par and accrued interest.

Bidders must specify a price of not less than 98.8% of par, plus accrued interest. The legal opinion of Dorsey & Whitney LLP, Attorneys, Des Moines, Iowa, will be furnished by the City.

A good faith deposit of \$_____ is required of the successful bidder and may be forfeited to the City in the event the successful bidder fails or refuses to take and pay for the Series 2017B Bonds.

The City reserves the right to reject any or all bids and to waive irregularities in any bid.

The Series 2017B Bonds are being issued pursuant to the provisions of Chapter 384 of the Code of Iowa and will constitute general obligations of the City, payable from taxes levied upon all the taxable property in the City without limitation as to rate or amount.

The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Series 2017B Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City will covenant and agree to comply with and carry out the provisions of the Continuing Disclosure Certificate. All of the officers of the City will be authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Bidders should be aware that the official terms of offering to be published in the Official Statement for the Series 2017B Bonds contain additional bidding terms and information relative to the Series 2017B Bonds. In the event of a variance between statements in this Notice of Sale (except with respect to the time and place of the sale of the Series 2017B Bonds and the principal amount offered for sale) and said official terms of offering, the provisions of the latter shall control.

By order of the City Council of North Liberty, Iowa.

Tracey Mulcahey
City Clerk

Section 5. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 28th day of March, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

ATTESTATION CERTIFICATE:

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

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of all of the proceedings of the City Council relating to a public hearing on and fixing of a date for the sale of General Obligation Urban Renewal and Refunding Bonds, Series 2017B and approving a preliminary official statement for the sale of the Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2017.

TRACEY MULCAHEY, CITY CLERK

PUBLICATION CERTIFICATE:

(Notice of Sale of Bonds)

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

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

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that pursuant to a motion of its Council fixing a date for the sale of General Obligation Urban Renewal and Refunding Bonds, Series 2017B, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper is located in the aforesaid County or in a county contiguous thereto.

WITNESS MY HAND this ____ day of _____, 2017.

TRACEY MULCAHEY, CITY CLERK

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

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2017

NEW ISSUE - DTC BOOK ENTRY ONLY

RATING: Moody's: "____"
(See "Rating" herein.)

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming compliance with certain covenants, the interest on the Bonds will be excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986 (the "Code"); provided however such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes). In the opinion of Bond Counsel, the Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.

\$1,215,000*
City of North Liberty, Iowa
Water Revenue Refunding Bonds,
Series 2017C

Dated Date: Date of Delivery

Due: as shown on inside cover

The \$1,215,000* Water Revenue Refunding Bonds, Series 2017C (the "Bonds") are being issued in fully registered form in denominations of \$5,000 or any integral multiple thereof pursuant to a Resolution (defined below) to be adopted by the City of North Liberty, Iowa (the "Issuer" or the "City") for its Municipal Waterworks System (the "Utility"). The Depository Trust Company, New York, New York ("DTC") will act as the securities depository for the Bonds and its nominee, Cede & Co., will be the registered owner of the Bonds. Individual purchases of the Bonds will be recorded on a book-entry only system operated by DTC. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. So long as DTC or its nominee, Cede & Co., is the Bondholder, the principal of, premium, if any, and interest on the Bonds will be paid by Bankers Trust Company, Des Moines, Iowa as Registrar and Paying Agent (the "Registrar"), or its successor, to DTC, or its nominee, Cede & Co. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Bonds. See "APPENDIX E – BOOK-ENTRY SYSTEM" herein.

The Bonds will bear interest from their dated date, payable semiannually on each June 1 and December 1, commencing December 1, 2017*. The Bonds are subject to redemption by the Issuer prior to their stated maturities in the manner and at the time described herein. The Bonds of this issue are not subject to redemption prior to maturity. See "THE BONDS" – Redemption" herein.

The Bonds are being issued by the Issuer to evidence the Issuer's obligation under a certain loan agreement (the "Loan Agreement") for the purpose of paying the cost, to that extent, of current refunding the Issuer's Water Revenue Bonds, Series 2008D, dated September 15, 2008 and paying certain costs of issuance related to the Bonds. The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 384 and 76 of the Code of Iowa, 2017 and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution") expected to be adopted by the Issuer on April 11, 2017*, which supplements the Outstanding Resolutions (defined herein).

The Bonds, together with the Outstanding Bonds and any Parity Obligations (each as defined herein) and the interest thereon shall be payable solely and only out of the Net Revenues (defined herein) of the Issuer's Utility and from amounts on deposit in the Sinking Fund and Reserve Fund (each as defined herein). The Bonds shall not be a debt of nor a charge against the State of Iowa nor of the Issuer within the meaning of any constitutional or statutory limitation or provision and are not payable in any manner by taxation, and the Issuer shall not be liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Bonds, the Outstanding Bonds and any Parity Obligations. See "SECURITY AND SOURCE OF PAYMENT" herein.

The Bonds are being offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to receipt of an opinion as to legality, validity and tax exemption by Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with the issuance of the Bonds. It is expected that the Bonds in the definitive form will be available for delivery through the facilities of DTC on or about April 27, 2017*.

The Date of this Official Statement is March __, 2017.

* Preliminary, subject to change.

\$1,215,000*
City of North Liberty, Iowa
Water Revenue Refunding Bonds, Series 2017C

MATURITY SCHEDULE

<u>Due</u> *	<u>Amount</u> *	<u>Rate</u> *	<u>Yield</u> *	<u>Cusip Num.</u> **
June 1, 2018	\$195,000			
June 1, 2019	\$195,000			
June 1, 2020	\$200,000			
June 1, 2021	\$205,000			
June 1, 2022	\$210,000			
June 1, 2023	\$210,000			

* Preliminary, subject to change.

** CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer. The Issuer has not selected nor is responsible for selecting the CUSIP numbers assigned to the Bonds nor do they make any representation as to the correctness of such CUSIP numbers on the Bonds or as indicated above.

No dealer, broker, salesman or any other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such information or representations must not be relied upon as having been authorized by the Issuer or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of any offer to buy any of the securities offered hereby in any state to any persons to whom it is unlawful to make such offer in such state. Except where otherwise indicated, this Official Statement speaks as of the date hereof. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The information set forth herein has been obtained from the Issuer and from other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No representation is made regarding whether the Bonds constitute legal investments under the laws of any state for banks, savings banks, savings and loan associations, life insurance companies, and other institutions organized in such state, or fiduciaries subject to the laws of such state.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATIONS OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES ATTACHED HERETO, CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED "FORWARD-LOOKING STATEMENTS," MEANING THEY REFER TO POSSIBLE FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE WORDS SUCH AS, "ANTICIPATED," "PLAN," "EXPECT," "PROJECTED," "ESTIMATE," "BUDGET" OR OTHER WORDS OF SIMILAR IMPORT. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO DIFFER FROM THOSE EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE ISSUER DOES NOT EXPECT OR INTEND TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

In connection with the issuance of the Bonds, the Issuer will enter into a Continuing Disclosure Certificate. See "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE."

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OFFICIAL STATEMENT

\$1,215,000*

City of North Liberty, Iowa Water Revenue Refunding Bonds, Series 2017C

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices hereto (the “Official Statement”), is to set forth certain information in conjunction with the sale of \$1,215,000* Water Revenue Refunding Bonds, Series 2017C (the “Bonds”) of the City of North Liberty, Iowa (the “Issuer” or the “City”) for its Municipal Waterworks System (the “Utility”). This Introduction is not a summary of this Official Statement, but is only a brief description of the Bonds and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety. The offering of the Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Copies of statutes, resolutions, ordinances, reports or other documents referred to herein are available, upon request, from the Issuer.

The Bonds are being issued pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2017, as amended (collectively, the “Act”) and a Resolution expected to be adopted by the Issuer on April 11, 2017* (the “Series 2017 Resolution”), which supplements other resolutions (the “Outstanding Bond Resolutions” and, together with the Series 2017 Resolution, the “Resolution”) adopted by the Issuer in connection with the issuance of other bonds, notes and other Utility obligations of the Issuer, ranking on a parity with the Bonds, to evidence the obligations of the Issuer under a Loan Agreement between the Issuer and the Underwriter.

The Bonds, together with the Outstanding Bonds and any Parity Obligations (each as defined herein), and the interest thereon shall be payable solely and only out of the net revenues (the “Net Revenues”) received by the Utility and amounts on deposit in the Sinking Fund and Reserve Fund (each as defined herein). As described in the Resolution, “Net Revenues” means Gross Revenues (defined herein) of the Utility after deduction of Operating Expenses (defined herein). See “SECURITY AND SOURCE OF PAYMENT” and “APPENDIX A – INFORMATION ABOUT THE ISSUER AND THE UTILITY” herein.

The Bonds are being issued for the purpose of paying the cost, to that extent, of current refunding the Issuer’s outstanding Water Revenue Bonds, Series 2008D, dated September 15, 2008 (the “Series 2008D Bonds”) and paying certain costs of issuance related to the Bonds. See “PLAN OF FINANCING” and “SOURCES AND USES OF FUNDS” herein.

The Bonds are issued on a parity basis with the remaining outstanding amounts of the Issuer’s Water Revenue Refunding Bonds, Series 2012C, dated November 12, 2012 (the “Series 2012C Bonds”) and Water Revenue Refunding Bonds, Series 2014B, dated April 23, 2014 (the “Series 2014B Bonds” and, together with the Series 2012C Bonds, the “Outstanding Bonds”), portions of which both remain outstanding. The Bonds are on parity with the Outstanding Bonds, and neither the Bonds nor the Outstanding Bonds have priority over the other with respect to application of the Net Revenues of the Utility or from funds held in the Reserve Fund.

THE ISSUER

The information contained in this section and in “APPENDIX A – INFORMATION ABOUT THE ISSUER AND THE UTILITY” hereto is intended solely to provide a general description of the Issuer. The Bonds are not general obligations of the Issuer and neither the full faith and credit nor the taxing power of the Issuer is pledged to the

* Preliminary, subject to change.

payment of principal and interest on the Bonds. The Issuer has established the Utility, which has continuously supplied water service in and to the Issuer and its inhabitants since its establishment. The management and control of the Utility are under the direction of the City Council.

The Issuer, with a 2010 U.S. Census population of 13,374, comprises approximately 7.83 square miles. The Issuer operates under a statutory form of government consisting of a five-member City Council, of which the Mayor is not a voting member. Additional information concerning the Issuer is included in “APPENDIX A – INFORMATION ABOUT THE ISSUER AND THE UTILITY” hereto.

THE BONDS

General

The Bonds, together with the Outstanding Bonds and any Parity Obligations, and the interest thereon shall be payable solely and only out of the Net Revenues received by the Utility and amounts on deposit in the Sinking Fund and Reserve Fund. The Bonds are not a general obligation of the Issuer. The Bonds are not payable in any manner by taxation.

The Bonds will be issued in fully registered form only, without coupons. The Bonds will be initially registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Bonds. Interest on and principal of the Bonds are payable in lawful money of the United States of America.

The Bonds are dated as of the date of their delivery, will mature on June 1 in the years and in the amounts set forth on the inside cover page hereof, and will bear interest at the rates to be set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2017*, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the interest payment date, to the addresses appearing on the registration books maintained by the Registrar or such other address as is furnished to the Registrar in writing by a registered owner. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof.

Redemption

Optional Redemption. The Bonds of this issue are not subject to redemption prior to maturity.

SECURITY AND SOURCE OF PAYMENT

General

The Bonds, together with the Outstanding Bonds and any Parity Obligations (as defined in the Resolution) as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, and the interest thereon shall be payable solely and only out of the Net Revenues received by the Utility and amounts on deposit in the Reserve Fund and the Sinking Fund, and shall be a valid claim of the owner thereof only against the Net Revenues and said Reserve Fund and the Sinking Fund, and the Bonds shall not be general obligations of the Issuer, nor payable in any manner by taxation, and under no circumstance shall the Issuer be liable by reason of the failure of the Net Revenues or the Reserve Fund and the Sinking Fund to be sufficient for the payment in whole or in part of the Bonds and the interest thereon, but the Bonds (together with any Parity Obligations) shall be payable both as to principal and interest solely and only from the future Net Revenues of the Utility pledged therefor.

Rate Covenant

So long as any of the Bonds, the Outstanding Bonds or any Parity Obligations are outstanding, the Issuer shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The Issuer shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the Issuer, to produce gross

* Preliminary, subject to change.

revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least [120%] of the average annual installments of principal of and interest on all of the Bonds, the Outstanding Bonds and any other Parity Obligations outstanding from time to time, as the same become due, and to maintain a reasonable reserve for the payment of such principal and interest, as set forth in the Resolution.

Flow of Funds under the Resolution

The following funds have been established related to the Bonds and any Parity Obligations: a Water Revenue Fund (the "Revenue Fund"); a Water Revenue Bond Sinking Fund (the "Sinking Fund"); a Debt Service Reserve Fund (the "Reserve Fund"); and a Surplus Fund (the "Surplus Fund").

So long as any of the Bonds and any Parity Obligations remain outstanding and unpaid, the Gross Revenues of the Utility shall continue to be set aside into the Revenue Fund, and shall be disbursed each month only as follows and in the following priority:

(a) Sinking Fund. Money in the Revenue Fund shall first be disbursed to make deposits into the Sinking Fund to pay principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations. The minimum amount to be deposited into the Sinking Fund in any month shall be an amount sufficient to pay 100% of the installment of principal and interest coming due on such semiannual or annual payment date, as the case maybe. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable.

(b) Reserve Fund. Money in the Revenue Fund shall next be disbursed to the Reserve Fund to maintain as a reserve for the payment of principal of and interest on certain of the Bonds, the Outstanding Bonds and any Parity Obligations secured thereby. Whenever the sum on deposit in the Reserve Fund has been reduced to less than the Required Reserve Fund Balance (as defined in the Resolution) by the expenditure of all or a portion of such funds in order to prevent or remedy a deficiency in the Sinking Fund, there shall be deposited into the Reserve Fund in each month an amount equal to 25 percent of the amount required by the Resolution and the Outstanding Bond Resolution to be deposited into the Sinking Fund in such month. Such payments shall continue until such time as the sum on deposit in the Reserve Fund shall be at least equal to the Required Reserve Fund Balance. All money credited to the Reserve Fund shall be used and is pledged for the payment of the principal of and interest on the Bonds whenever for any reason the funds on deposit in the Sinking Fund are insufficient to pay such principal and interest when due. If and to whatever extent Parity Obligations shall be issued under the conditions set forth in this resolution, provision shall be made to create and maintain a reasonable reserve therefor.

(c) Surplus Fund. All money thereafter remaining in the Revenue Fund at the close of each month shall be deposited into the Surplus Fund. All money credited to the Surplus Fund shall be transferred and credited to the Reserve Fund and then the Sinking Fund whenever any deficiency may exist in any such fund. As long as the Sinking Fund and the Reserve Fund have the full amounts required to be deposited therein by this resolution, any balance in the Surplus Fund may be expended as the City Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time legally direct.

Additional Obligations

The Bonds, the Outstanding Bonds and any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility, regardless of the time or times of the issuance thereof, it being the intention that there shall be no priority among the Bonds, the Outstanding Bonds and any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The

Issuer will issue no other notes, bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the Utility having priority over the Bonds or any Parity Obligations as may from time to time be issued and outstanding.

Parity Obligations may be issued on a parity and equality of rank with the Bonds with respect to the lien and claim of such Parity Obligations to the revenues of the Utility and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise, to pay the cost of improvements and extensions to the Utility or for refunding any bonds or obligations payable from the Net Revenues of the Utility, but only if there shall have first been procured and filed with the Issuer a statement of an independent auditor, independent financial consultant or a consulting engineer, not a regular employee of the Issuer, reciting the opinion that the officially reported Net Revenues of the Utility for the last preceding fiscal year prior to the issuance of such Parity Obligations (with adjustments as hereinafter provided) were equal to at least 120% of the average amount of principal and interest that will become due in any subsequent year during the life of the Bonds and any then outstanding Parity Obligations for both the Bonds and any Parity Obligations then outstanding and the Parity Obligations then proposed to be issued.

The amount of Gross Revenues of the Utility may be adjusted for the purpose of the foregoing computations by an independent auditor, independent financial consultant or a consulting engineer not a regular employee of the Issuer, so as to reflect any revision in the schedule of rates and charges being imposed at the time of the issuance of any such Parity Obligations.

Obligations issued to refund the Bonds or any Parity Obligations shall not be subject to the foregoing restrictions, provided the Bonds or Parity Obligations being refunded mature within three (3) months of the date of such refunding and no other funds are available to pay such maturing Bonds or Parity Obligations, and the issuance of the refunding obligations will not cause an increase in the annual debt service requirements during the life of any Bonds or Parity Obligations then outstanding which are not being refunded but otherwise any Parity Obligations shall only be issued subject to the restrictions of this resolution.

Remedies of Bondholders

Pursuant to the Act, the sole remedy for a breach or default of a term of a revenue bond (such as the Bonds) is a proceeding in law or in equity by suit, action or mandamus to enforce or compel performance of the duties required by the Act and of the terms of the Resolution, or to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by the Act and the terms of the Resolution.

BONDHOLDERS' RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

A number of factors could prevent the receipt of or reduce the amount of available Net Revenues for payment of debt service on the Bonds, the Outstanding Bonds and any Parity Obligations, including, but not limited to, the failure by certain users to pay their bills when and as due. The ability of the Issuer to generate sufficient Net Revenues is dependent upon a number of conditions and risk factors that are unpredictable including general economic conditions.

NO REPRESENTATION OR ASSURANCE CAN BE MADE THAT NET REVENUES WILL BE REALIZED BY THE ISSUER IN AMOUNTS SUFFICIENT TO PAY MATURING PRINCIPAL OF AND INTEREST ON THE BONDS, THE OUTSTANDING BONDS AND ANY PARITY OBLIGATIONS. Prospective purchasers of the Bonds should be aware that investment in the Bonds entails some degree of risk. Each prospective investor in the Bonds is encouraged to read this Official Statement in its entirety. Particular attention should be given to the factors described below which, among others, could affect the payment of debt service on the Bonds and which could also affect the market price of the Bonds to an extent that cannot be determined. This discussion of risk factors is not, and is not intended to be, exhaustive.

Limited Obligation

The obligation of the Issuer to pay debt service on the Bonds is a limited obligation of the Issuer. The Issuer does not have the authority to levy taxes to pay debt service on the Bonds. As further described elsewhere herein, debt service on the Bonds is payable solely from Net Revenues derived from the Utility. While it is believed that Net Revenues will be sufficient to pay debt service on the Bonds (and the Outstanding Bonds and any Parity Obligations) when due, a number of other factors described below, or factors not presently anticipated, may affect the receipt of sufficient revenues for such purposes.

Under the Resolution, the Issuer has covenanted that it will establish and maintain rates and charges with respect to the Utility so that the Gross Revenues derived from the Utility will be sufficient, when combined with other available funds, to pay when due all Operating Expenses, and all principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations, to maintain a reasonable reserve in the Reserve Fund and to pay the cost of improvements and extensions to the Utility. Under the Resolution, the Board has agreed to maintain Net Revenues at a level not less than 125% of the principal of and interest on all of the Bonds, the Outstanding Bonds and any Parity Obligations falling due in the same fiscal year.

Nature of Debt Service Coverage

Certain historical net operating income and other financial information for the Issuer, including historical debt service coverage, are included in this Official Statement in “APPENDIX A – INFORMATION ABOUT THE ISSUER AND THE UTILITY” under the captions “_____,” and “_____.” The coverage is merely a mathematical computation as reflected in the applicable tables, and constitutes no assurance as to the future debt of the Issuer or the sufficiency of Net Revenues to satisfy operating costs of the Issuer and other debt service requirements.

General Factors that May Affect Sufficiency of Net Revenues

The Issuer is obligated to pay debt service on the Bonds solely from Net Revenues generated by the operation of the Utility and from amounts on deposit in the Sinking Fund and Reserve Fund. A number of factors may have an adverse effect on the receipt of monies in an amount sufficient to pay operating and maintenance expenses of the Utility as well as debt service on the Bonds. These include potential adverse changes in the economic condition of the Issuer or the Utility, including potential decreases in population that may arise from decisions by employers located in and around the Issuer to relocate their operations elsewhere; periodic fluctuations in demand due to weather conditions; potential unemployment at a level that would preclude residents of the Issuer from paying sufficient user fees in order to support the operations of the Utility and the payment of debt service on the Bonds; increased emphasis on and adoption by the general population of conservation measures; and alternative sources of electric services that may be made available at some time in the future by public or private entities in competition with the Utility at lower prices. The loss of any of the major electric users may also have an adverse impact on the Net Revenues of the Utility.

Unforeseen increases in maintenance and operating expenses may also have an adverse impact on the Net Revenues. Factors affecting such expenses include increased costs of equipment and labor. The Issuer believes that it has made a reasonable projection of and allocation for maintenance and operating costs in setting its rates and charges, including the surcharge, but no assurance can be given that actual costs will not exceed cost projections.

The Issuer’s covenants with respect to sufficiency of rates as set forth herein is a prospective covenant to set rates sufficient to produce Net Revenues for the next succeeding Fiscal Year adequate to pay principal and interest requirements and create reserves as provided in the Resolution but not less than 125 percent of the principal and interest requirements of the Fiscal Year (the “Rate Covenant”). The Rate Covenant does not require the Issuer to maintain historical Net Revenues of at least 125 percent of the principal and interest requirements of the applicable Fiscal Year. Provided the Issuer adopts or continues in effect sufficient rates to meet this covenant, the Issuer will not be in default under the Rate Covenant even if historical Net Revenues for such Fiscal Year are less than 125 percent of the principal and interest requirements for such Fiscal Year.

Unforeseen Problems with the Utility

Payment of principal of and interest on the Bonds is dependent to a considerable degree upon the continued operation of the Utility for the purposes for which it was designed. While the Issuer believes that the Utility has been designed and will be maintained in such a manner as to permit continued operation without requiring unreasonable costs for maintenance or repairs, and while the Issuer has provided under the terms of the Resolution for the creation and maintenance of funds in amounts which they believe to be sufficient to provide for the necessary repairs and maintenance of the Utility, there can be no assurance that such amounts will, in fact, be sufficient to assure the ongoing operation of the Utility. Although the Utility is covered by policies of insurance, casualties and other occurrences that may result in damage to the Utility may not be covered by the net proceeds of any insurance award. Any material interruption of the operation of the Utility may have an adverse effect on the ability of the Issuer to collect fees from users of the Utility and could, in turn, have a materially adverse effect on the ability of the Issuer to make timely payment of debt service on the Bonds.

Additional Debt of the Utility

Upon the satisfaction of certain conditions set forth in the Resolution, the Issuer may issue Parity Obligations for the purpose of financing or refinancing improvements or modifications to the Utility, which Parity Obligations would be equally and ratably secured with the Bonds that remain outstanding by the Net Revenues of the Utility.

Natural Disaster

The Utility is subject to interruption and loss of business in the event of a disaster, such as a windstorm, fire, explosion, sabotage and other events not now foreseen.

Environmental Protection Cost and Regulations

The Issuer believes it meets all current environmental requirements. In the future, however, regulatory agencies could adopt more stringent and costly pollution control measures, which would require additional capital and cause added operation and fuel expenses.

The Utility is subject to state and federal environmental laws and regulations. The laws and regulations governing entities such as the Utility may require the Issuer to expend substantial funds to meet the requirements of such changing laws and regulations in the future. Failure to comply with these laws and regulations may result in the imposition of administrative, civil and criminal penalties, or an injunction requiring the Issuer to take or refrain from taking certain actions. In addition, environmental laws and regulations are complex and change frequently and it is possible that new or stricter standards could be imposed that will require additional capital expenditures or raise operating costs. In addition, failure to comply with regulatory changes, or the inability to comply with regulatory changes, in a timely manner could cause portions of the Utility to become unavailable resulting in a loss of or disruption of services negatively impacting Net Revenues.

General Economic Factors

The ability of the Utility to generate sufficient Net Revenues is subject to general economic factors that may impact both the costs of operating the Utility and demand by customers of the Utility. Examples of these economic factors include increased operation and maintenance costs, adverse demographic changes in the Utility's service area, reduction in consumption patterns by customers, and a decrease in financial means by which customers pay their bills. Any or a combination of these factors may have a material adverse effect on the ability of the Utility to produce sufficient Net Revenues for payment of the Bonds, the Outstanding Bonds and any Parity Obligations.

Changes in Legislation

The future financial condition of the Utility and its ability to produce sufficient Net Revenues could be adversely affected by legislative, environmental and other regulatory actions, to the extent such changes are material and adversely alter the current operation environment for the Utility. The Issuer cannot and does not make any predictions about such future legislative or regulatory changes, other than to note that any number of possible changes may adversely affect the operation of the Utility.

Matters Relating to Enforceability of Agreements

Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution or the Loan Agreement. The remedies available to the Bondholders upon an event of default under the Resolution or the Loan Agreement, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreement or the Resolution may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolution or the Loan Agreement, including principal of and interest on the Bonds.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular Bond or Bonds issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Rating Loss

Moody's Investor Service ("Moody's") has assigned a rating of "___" to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Bankruptcy

The rights and remedies provided in the Resolution may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the Issuer were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolution. In the event the Issuer fails to comply with its covenants under the Resolution or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “estimate,” “pro forma,” “forecast,” “projected,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and the actual results. These differences could be material and could impact the availability of funds of the Issuer to pay debt service when due on the Bonds.

Tax Matters, Bank Qualification and Loss of Tax Exemption

As discussed under the heading “TAX EXEMPTION AND RELATED TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the Issuer in violation of its covenants in the Resolution. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

The Issuer will designate the Bonds as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and has further covenanted to comply with certain other requirements, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code. However, the Issuer’s failure to comply with such covenants could cause the Bonds not to be “qualified tax-exempt obligations” and banks and certain other financial institutions would not receive more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

It is possible that actions of the Issuer after the closing of the Bonds will alter the tax status of the Bonds, and, in the extreme, remove the tax exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

DTC-Beneficial Owners

Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the Issuer nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “APPENDIX E – BOOK-ENTRY SYSTEM.”

Proposed Federal Tax Legislation

From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein.

Pension and OPEB Information

The Issuer contributes to the Iowa Public Employees' Retirement System ("IPERS"), which is a state-wide multiple-employer cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the Issuer are required to participate in IPERS. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the Issuer being required to make annual contributions to IPERS. Contribution amounts are set by State statute. The IPERS Comprehensive Annual Financial Report for its fiscal year ended June 30, 2016 (the "IPERS CAFR") indicates that as of June 30, 2016, the date of the most recent actuarial valuation for IPERS, the funded ratio of IPERS was 83.9%, and the unfunded actuarial liability was \$5.586 billion. The IPERS CAFR identifies the IPERS Net Pension Liability at June 30, 2016, at approximately \$6.293 billion, while its net pension liability at June 30, 2015 was approximately \$4.94 billion. The IPERS CAFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. See "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER" for additional information on IPERS.

Bond Counsel, Disclosure Counsel, the Municipal Advisor and the Issuer undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the IPERS website.

In fiscal year 2016, the Issuer's IPERS contribution totaled approximately \$478,367. The Issuer is current in its obligations to IPERS.

Pursuant to Governmental Accounting Standards Board Statement No. 68, IPERS has allocated the net pension liability among its members, with the Issuer's identified portion at June 30, 2016 at approximately \$2,545,393. While the Issuer's contributions to IPERS are controlled by state law, there can be no assurance the Issuer will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the Issuer. See "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER" for additional information on pension and liabilities of the Issuer.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Official Statement and the appendices hereto.

LITIGATION

The Issuer encounters litigation occasionally, as a course of business, however, no litigation currently exists that is not believed to be covered by current insurance carriers and no litigation has been proposed that questions the validity of these Bonds.

ACCOUNTANT

The financial statements of the Issuer included as "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER" to this Official Statement have been examined by Winkel, Parker & Foster, CPA PC, Iowa City, Iowa, to the extent and for the periods indicated in their report thereon. Such financial statements have been included herein without permission of said office, and said office expresses no opinion with respect to the Bonds or the Official Statement.

MUNICIPAL ADVISOR

The Issuer has retained Independent Public Advisors, LLC, Johnston, Iowa as municipal advisor (the "Municipal Advisor") in connection with the issuance of the Bonds. The Municipal Advisor assisted in matters relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor will not engage in any underwriting activities with regard to the issuance and sale of the Bonds. The Municipal Advisor has not been engaged, nor has it undertaken, to independently verify the accuracy of the Official Statement.

PLAN OF FINANCING

The Issuer will use the proceeds of the Bonds to provide funds for the purpose of paying the cost, to that extent, of current refunding the Series 2008D Bonds and paying certain costs of issuance related to the Bonds.

The following table includes the maturities and amounts of the Series 2008D Bonds that will be refunded on _____, 2017 at a price of par plus accrued interest:

Maturity Date	Interest Rate	Par Amount
June 1, 2017	4.00%	\$165,000
June 1, 2018	4.10%	\$175,000
June 1, 2019	4.20%	\$180,000
June 1, 2020	4.25%	\$190,000
June 1, 2021	4.30%	\$200,000
June 1, 2022	4.35%	\$210,000
June 1, 2023	4.40%	\$215,000

SOURCES AND USES OF FUNDS*

The following are estimated sources and uses of funds, with respect to the Bonds.

Sources of Funds

Bond Principal	\$ _____
Total Sources of Funds	\$ _____

Uses of Funds

Deposit to Refunding Fund	\$ _____
Costs of Issuance & Contingency ⁽¹⁾	\$ _____
Total Uses of Funds	\$ _____

(1) Includes, among other things, payment of certain legal, financial and other expenses related to the issuance of the Bonds (including, without limitation, underwriters' discount). See the discussion under the caption "UNDERWRITING" herein.

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption

The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986 (the "Code"), provided, however that such interest must be taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes).

The opinion set forth in the preceding sentence will be subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the resolution authorizing the issuance of the Bonds, the Issuer will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies,

* Preliminary, subject to change.

certain S corporations, individual recipients of Social Security and Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

Proposed Changes in Federal and State Tax Law

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Qualified Tax-Exempt Obligations

In the resolution authorizing the issuance of the Bonds, the Issuer will designate the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations. In the opinion of Bond Counsel, the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Original Issue Premium

The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder’s constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their any original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see “TAX EXEMPTION AND RELATED TAX MATTERS” herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as “APPENDIX B – FORM OF BOND COUNSEL OPINION.” Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the Underwriter at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the

Bonds by Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with issuance of the Bonds.

The legal opinion to be delivered will express the professional judgment of Bond Counsel, and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

RATING

The Bonds are rated “___” by Moody’s. The rating reflects only the views of Moody’s, and an explanation of the significance of that rating may be obtained only from Moody’s and its published materials. The rating described above is not a recommendation to buy, sell or hold the Bonds. There can be no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of Moody’s, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the rating is still in effect. A downward revision or withdrawal of the rating is likely to have an adverse effect on the market price and marketability of the Bonds. The Issuer has not assumed any responsibility either to notify the owners of the Bonds of any proposed change in or withdrawal of any rating subsequent to the date of this Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Certificate, or to contest any revision or withdrawal.

CONTINUING DISCLOSURE

The Issuer will covenant in a Continuing Disclosure Certificate for the benefit of the Owners and Beneficial Owners of the Bonds to provide annually certain financial information and operating data relating to the Issuer (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the Issuer no later than twelve months after the close of each fiscal year, commencing with the fiscal year ending June 30, 2017, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.” The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the “Rule”).

[Statement of CD]

UNDERWRITING

The Bonds are being purchased, subject to certain conditions, by _____ (the “Underwriter”). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Bonds at an aggregate purchase price of \$_____ (reflecting the par amount of the Bonds with original issue premium (\$_____) and an underwriting discount of \$_____) to the Closing Date.

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial public offering prices stated on the cover page. The initial public offering prices of the Bonds may be changed, from time to time, by the Underwriter.

The Underwriter intends to engage in secondary market trading of the Bonds subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Bonds at the request of the holder thereof.

MISCELLANEOUS

Brief descriptions or summaries of the Issuer, the Bonds, the Resolution and other documents, agreements and statutes are included in this Official Statement. The summaries or references herein to the Bonds, the Resolution and other documents, agreements and statutes referred to herein, and the description of the Bonds included herein, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in

their entireties by reference to such documents, and the description herein of the Bonds is qualified in its entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents. Copies of such documents may be obtained from the Issuer.

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the Issuer and the purchasers or Owners of any of the Bonds.

The attached APPENDICES A, B, C, D and E are integral parts of this Official Statement and must be read together with all of the foregoing statements.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

The Issuer has reviewed the information contained herein which relates to it and has approved all such information for use within this Official Statement.

The execution and delivery of this Official Statement has been duly authorized by the Issuer.

City of North Liberty, Iowa

/s/

APPENDIX A
INFORMATION ABOUT THE ISSUER AND THE UTILITY
CITY OF NORTH LIBERTY, IOWA

NORTH LIBERTY, IA
CITY HALL
3 QUAIL CREEK CIRCLE
North Liberty, IA 52317
Telephone 319-626-5700

MAYOR AND CITY COUNCIL¹

Terry Donahue, Mayor *Term Expires December 31, 2017*
Chris Hoffman, Council Member..... *Term Expires December 31, 2019*
Annie Pollock, Council Member *Term Expires December 31, 2017*
Jim Sayre, Council Member *Term Expires December 31, 2019*
Brian Wayson, Council Member..... *Term Expires December 31, 2017*

CITY OFFICIALS

Ryan Heiar *City Administrator*
Tracey Mulcahey *Assistant City Administrator/Clerk*
Debra Hilton *City Treasurer*
Mary Byers *Deputy City Clerk*
Scott Peterson *City Attorney*

¹ There is currently one open position on the council.

THE MUNICIPAL WATERWORKS SYSTEM

WATERWORKS SYSTEM MANAGEMENT AND ADMINISTRATION

The City owns and operates the Municipal Waterworks System (the "Waterworks System"). The City Council has complete authority to establish rates and charges for water service. Management of the Waterworks System is under the direction of the City Administrator.

The Waterworks System comprises: 1) administration, billing and customer service and 2) production, storage, and distribution. There are a total of ___ full-time employees in the Waterworks System department. This department serves approximately ___ people and has approximately 6,700 service connections. The average daily use in calendar year 2016 was _____ gallons per day. An average peak daily flow of _____ gallons per day was experienced in _____. North Liberty is a rapidly growing community with a growth of 85% from the 2004 special census to the 2010 census.

The primary source of water supply in North Liberty comes from six (6) wells, four in the Silurian aquifer and two in the Jordan aquifer. Running at full capacity, these wells are capable of producing more than 2,232,000 gallons of water per day. After the water comes out of the wells, it is treated by means of aeration, filtration, softening and chlorination. The water treatment plant addition, zeolite softening and doubling the filtration capacity, was put on line in 2002. The City water treatment facility has the capacity to treat 1,560,000 gallons per day.

The City has a total storage capacity of 1,400,000 gallons. This represents less than one day of reserve capacity in the event of a complete well production failure. The distribution system comprises approximately 76 miles of water main ranging in size from 6" to 12" with approximately 1,200 fire hydrants.

WATERWORKS SYSTEM RATES AND CHARGES

The following Waterworks System rates and charges were approved by the City Council on June 28, 2016.

The minimum monthly charge for each and every residential unit and each commercial unit is \$14.83 for the first 1,000 gallons of water or any lesser amount. The minimum monthly bill is \$14.83. All gallons used over 1,000 are at the rate of \$5.98 per 1,000 gallons used. The charge will also be on a monthly basis and in accordance with the minimum monthly charge. Service to industrial users may be by contract with the City but at the present time all industrial users are billed at the above rates. The City reviews water rates annually.

Historical Waterworks System rates are as follows:

<u>Adopted Date</u>	<u>Minimum Monthly Charge for First 1,000 gallons</u>	<u>Rate Per Additional 1,000 gallons</u>
June 28, 2016	\$14.83	\$5.98
July 14, 2015	\$14.12	\$5.70
July 8, 2014	\$13.45	\$5.43
June 25, 2013	\$12.81	\$5.17
May 8, 2012	\$12.81	\$4.79
June 22, 2010	\$11.44	\$4.28
July 22, 2008	\$11.22	\$3.72
November 13, 2007	\$11.22	\$3.65
December 19, 2006	\$10.30	\$2.89

WATERWORKS SYSTEM SALES

<u>Fiscal Year</u>	<u>Gallons Produced</u>	<u>Total Gallons Sold</u>	<u>Revenues</u>
2011-12 ²	436,517,000	307,750,000	2,004,270
2012-13 ³	451,214,000	411,634,000	2,063,528
2013-14 ⁴	443,907,000	354,004,000	2,569,435
2014-15	385,270,000	338,034,000	2,649,296
2015-16	450,295,000	361,034,000	3,301,610

NUMBER OF WATERWORKS SYSTEM CUSTOMERS

The following table lists the approximate number of Waterworks System customers from fiscal years 2012 through 2016.

<u>Fiscal Year</u>	<u>Number</u>
2011-12	6,869
2012-13	7,465
2013-14	7,783
2014-15	8,072
2015-16	8,276

LARGER WATERWORKS SYSTEM CUSTOMERS (FY 2016)

<u>Customer Name</u>	<u>Revenue</u>	<u>% Total Water Revenue</u>
Frontier Natural Products Co-op	\$34,508	1.05%
Cole's Quality Foods	26,225	0.79%
North Liberty Living Center	19,003	0.57%
Oasis Car Wash	14,408	0.44%
Centro, Inc.	12,203	0.37%
Laundromania	8,651	0.26%
Quail Creek Homeowners Association	8,129	0.25%
North Liberty Hotel LLC	7,131	0.22%
Red's Alehouse	6,131	0.19%
University of Iowa Community Credit Union	5,086	0.15%
Total FY 2016 Larger Water Customers	\$132,144	4.99%
Total FY 2016 Water Revenue	\$2,649,296	

² In 2011/12, the City was pumping and testing the ASR well, requiring large numbers of gallons to be produced but not sold.

³ In 2012/13, the City injected 39,580,000 into the ASR well that will be pumped and used in the next water demand season.

⁴ In 2013/14, the City injected 28,385,000 into the ASR well that will be pumped and used in the next water demand season.

WATERWORKS SYSTEM HISTORICAL COVERAGE

The following table presents the Waterworks System's operating revenues and expenditures for the three-year period FY 2013-14 through FY 2015-16 based on the City's Audited Financial Statements. Expense detail is supplemented by internal City figures.

Based on the FY 2015-16 Audited Financial Statements, the Waterworks System produced Net Revenues available for debt service of \$1,536,965 providing 2.89 times projected maximum debt service for the Waterworks System revenue debt (including the Bonds) of approximately \$532,396 (peak debt service occurs in FY 2019-20).

Fiscal Year:	2013-14	2014-15	2015-16
OPERATING REVENUES			
Consumption Charges	\$1,347,343	\$1,346,906	\$1,493,286
Minimum Charges	1,196,403	1,302,821	1,402,534
Miscellaneous	<u>350,019</u>	<u>293,373</u>	<u>446,422</u>
<i>Total Operating Revenues</i>	\$2,893,765	\$2,943,100	\$3,342,242
OPERATING EXPENSES			
Personnel Services	\$416,468	\$486,505	\$517,325
Contractual Services & Commodities	716,875	858,345	1,105,563
Other	<u>162,058</u>	<u>171,654</u>	<u>182,788</u>
<i>Total Operating Expenses</i>	\$1,295,401	\$1,516,504	\$1,805,676
NET OPERATING REVENUES	\$1,598,364	\$1,426,596	\$1,536,565
Interest Earnings	<u>935</u>	<u>849</u>	<u>400</u>
<i>Revenue for Debt Service</i>	\$1,599,299	\$1,427,445	\$1,536,965
WATER DEBT SERVICE			
Series 2006B	\$130,781	\$0	\$0
Series 2008D	224,058	223,658	222,845
Series 2012C	183,850	187,860	186,500
Series 2014B	<u>=</u>	<u>116,027</u>	<u>116,365</u>
<i>Total Revenue Debt</i>	\$538,689	\$527,545	\$525,710
General Obligation Abatements			
Series 2007B	\$78,498	\$81,490	\$79,520
Series 2010A	67,686	67,035	67,688
Paying Agent Fees	<u>=</u>	<u>1,750</u>	<u>1,500</u>
<i>Total Debt Service</i>	\$684,873	\$677,820	\$674,418
DEBT SERVICE COVERAGE			
Net Revenues/Revenue Debt	2.97	2.71	2.92
Net Revenues/All Debt	2.34	2.11	2.28

WATERWORKS SYSTEM FUNDS ON HAND (Cash and Investment as of February 28, 2017)

Water Fund	\$1,761,182
Water Capital Reserve	14,345
Water Sinking Fund	1,284,076
Water Bond Reserve	541,255
Water Capital Projects ⁵	<u>(1,374,824)</u>
TOTAL	\$2,226,034

WATER REVENUE DEBT

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 04/04/17</u>
09/08D	\$2,350,000	Water Improvements	06/16 ⁶	\$165,000
11/12C	1,575,000	Refunding	06/23	920,000
04/14B	1,210,000	Refunding	06/26	1,035,000
04/17C	1,215,000	Refunding	06/26	<u>1,215,000</u>
Subtotal				\$3,335,000

Annual Fiscal Year Debt Service Payments (Includes the Bonds, Excludes the Refunded Bonds)

<u>Fiscal Year</u>	<u>Current Outstanding Water Revenue Debt</u>		<u>The Bonds</u>		<u>Total Water Revenue Debt</u>	
	<u>Principal</u>	<u>Principal and Interest</u>	<u>Principal</u>	<u>Principal and Interest</u>	<u>Principal</u>	<u>Principal and Interest</u>
FY 2016-17	\$435,000	\$482,985			\$435,000	\$482,985
FY 2017-18	275,000	310,365	\$195,000	\$219,171	470,000	529,536
FY 2018-19	285,000	315,945	195,000	214,414	480,000	530,359
FY 2019-20	290,000	315,985	200,000	216,411	490,000	532,396
FY 2020-21	290,000	310,565	205,000	218,011	495,000	528,576
FY 2021-22	105,000	119,765	210,000	219,177	315,000	338,942
FY 2022-23	105,000	117,403	<u>210,000</u>	214,809	315,000	332,212
FY 2023-24	110,000	119,778			110,000	119,778
FY 2024-25	110,000	116,808			110,000	116,808
FY 2025-26	<u>115,000</u>	118,508			<u>115,000</u>	118,508
Total	\$2,120,000		\$1,215,000		\$3,335,000	

⁵ Deficit to be eliminated through borrowing.

⁶ 2017 and later maturities are being refunded by the Bonds.

THE CITY

CITY GOVERNMENT

The City of North Liberty, Iowa (the “City”) was incorporated in 1913. The City is governed by a Mayor and a Council of five members elected on a non-partisan basis. Council members serve four-year terms and the Mayor serves a four-year term. The Council meets on the second and fourth Tuesday of each month. The City maintains police and fire departments and its own water and sanitary sewer systems.

EMPLOYEES AND PENSIONS

The City has 81 full-time and 241 part-time employees (including seasonal employees), of which 81 full-time employees are enrolled in the Iowa Public Employees Retirement System (the “IPERS”) pension plan administered by the State of Iowa. The City is current in its obligation to IPERS, which has been as follows: \$478,540 in Fiscal Year 2015-16, \$450,414 in Fiscal Year 2014-15, and \$410,332 for Fiscal Year 2013-14. In addition to the 332 employees of the City, there are 38 volunteer fire fighters.

UNION CONTRACTS

The City has a contract with the Public Professional & Maintenance Employees Local 2003 union, expiring June 30, 2019.

INSURANCE

The City’s insurance coverage is as follows:

<u>Type of Insurance</u>	<u>Limit</u>	<u>Type of Insurance</u>	<u>Limit</u>
Property		Umbrella	
Buildings & Personal Property	54,854,524	Commercial General Liability	Occurrence Basis
Liability		General Aggregate Limit	4,000,000
Legal Liability Limit	4,000,000	Prod/Comp Ops Aggregate Limit	4,000,000
Crime & Fidelity		Personal and Advertising Injury	2,000,000
		Limit	
Employee Theft	500,000	Each Occurrence Limit	2,000,000
Forgery or Alterations	25,000	Employee Benefit Liability	2,000,000
Theft of Money and Securities	20,000	Bodily Injury by Accident	500,000
Computer Fraud and		Bodily Injury by Disease	500,000
Funds Transfer Fraud	500,000	Public Officials Liability	2,000,000
Inland Marine		Law Enforcement Liability	2,000,000
Contractors Equipment	1,884,750	Linebacker	2,000,000
Accounts Receivable	100,000	Employee Health Insurance	2,000,000
Property Floater	818,348		
Watercraft	8,594		
Automobile			
Liability	2,000,000		
Auto Medical Payments	1,000		
Uninsured Motorists	1,000,000		
Underinsured Motorists	1,000,000		
Worker’s Compensation	Statutory		

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City is located in east central Iowa in Johnson County. The City is located off Interstate 380 between the cities of Cedar Rapids and Iowa City encompassing an area of 5 square miles. The City is a rapidly growing community with a population of 13,374 according to the U.S. 2010 census. The City has seen an increase in population of 85% from the 2004 special census to the 2010 census.

LARGER EMPLOYERS

A representative list of larger employers in the City is indicated below. Figures are as reported in a telephone survey conducted _____, except as noted.

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u>
Centro, Inc.	Plastics Producer	
City of North Liberty	Municipal Government	
Iowa City Community School District	Education	
Heartland Express	Transportation	
University of Iowa Community Credit Union	Banking	
L.L. Pelling Company	Asphalt Manufacturer	
NIS, Inc.	Refrigerator Component Assembly	
Conagra (J.M. Swank Company)	Food Distributor	
Fareway	Grocery – Retail	
Coles	Frozen Bread Products	
South Slope Cooperative Communications Co.	Telephone Service	
McClure Engineering	Civil Engineering	
Dan's Overhead Doors & More	Garage Doors	
Transport America	Transportation	
Hills Bank & Trust	Financial Services	
CompleWare Corporation	Clinical Research Software	
Advanced Millwork Inc.	Millwork Distributor	

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BUILDING PERMITS

City officials reported the following construction activity as of February 28, 2017. Permits for the City are reported on a calendar year basis. The figures below include both new construction and remodeling.

Calendar	<u>Single Family Homes & Alterations</u>		<u>Multi-Family Dwellings</u>		<u>Residential Alterations</u>		<u>Commercial/ Industrial New</u>		<u>Commercial/ Industrial Alterations</u>	
	#	Total	#	Total	#	Total	#	Total	#	Total
Year	Issued	Valuation	Issued	Valuation	Issued	Valuation	Issued	Valuation	Issued	Valuation
2012	309	51,767,981	6	6,351,542	101	781,299	21	30,792,009	697	4,182,777
2013	192	52,229,403	9	11,594,425	82	828,087	74	5,133,339	664	4,816,017
2014	183	35,407,038	7	14,020,276	103	705,091	18	6,279,609	34	10,215,314
2015	82	17,053,511	7	16,335,342	47	686,829	0	0	26	495,034
2016	120	28,356,635	1	3,978,720	102	932,770	7	9,556,178	55	2,846,118
2017	4	936,040	0	0	8	102,250	4	17,000	0	0

<u>Annual Totals</u>		
Calendar	#	Total
Year	Issued	Valuation
2012	1134	93,875,608
2013	1021	74,601,271
2014	345	66,627,328
2015	162	34,570,716
2016	285	45,671,088
2017	16	1,055,290

Source: The City

APPENDIX B
FORM OF BOND COUNSEL OPINION

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX D

AUDITED FINANCIAL STATEMENTS OF THE ISSUER

Because the financial statements of the Utility are not presented separately by the Issuer, the Issuer's complete audited financial statements are included as Appendix D. As noted above and in the body of this Official Statement, however, the Bonds are payable solely from the Net Revenues of the Utility and not from any other funds of the Issuer.

APPENDIX E

BOOK-ENTRY SYSTEM

The information in this Appendix concerning The Depository Trust Company, New York, New York (“DTC”) and DTC’s book-entry system has been obtained from DTC. Neither the Underwriter nor the Issuer take responsibility for the accuracy or completeness thereof, or for any material changes in such information subsequent to the date hereof, or for any information provided at the web sites referenced below. Beneficial Owners should confirm the following with DTC or the Direct Participants (as hereinafter defined). So long as Cede & Co. is the Registered Owner of the Bonds, as nominee of DTC, references in the Official Statement to the Bondowners or Registered Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

Book-Entry System

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for series of the Bonds, each in the aggregate principal amount of such series, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee

do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Direct Participant as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Trustee, on any payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer does not take any responsibility for the accuracy thereof.

MINUTES TO HOLD HEARING, SET DATE
FOR SALE OF BONDS, AND AUTHORIZE
OFFICIAL STATEMENT FOR BONDS

421033-68

North Liberty, Iowa

March 28, 2017

The City Council of the City of North Liberty, Iowa, met on March 28, 2017, at _____
o'clock _____.m. at the _____, North Liberty, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following
named Council Members were present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into
Water Revenue Refunding Loan Agreement in a principal amount not to exceed \$1,215,000, the
City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor
called for any written or oral objections, and there being none, the Mayor closed the public
hearing.

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

Ayes: _____

Nays: _____.

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

• • • •

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

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2017-32

**RESOLUTION TAKING ADDITIONAL ACTION TO ENTER INTO A
WATER REVENUE REFUNDING LOAN AGREEMENT, SETTING THE
DATE FOR THE SALE OF WATER REVENUE REFUNDING BONDS,
SERIES 2017C AND AUTHORIZING THE USE OF A PRELIMINARY
OFFICIAL STATEMENT IN CONNECTION THEREWITH**

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

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

WHEREAS, pursuant to a prior resolution (the “2008 Bond Resolution”) of the Council, the City has heretofore issued its Water Revenue Bonds, Series 2008D, dated September 15, 2008 (the “2008 Bonds”) in the aggregate principal amount of \$2,350,000, a portion of which remain outstanding, maturing on June 1 in each of the years, and in such amounts, and bearing interest at such rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$165,000	4.00%	2021	\$200,000	4.30%
2018	\$175,000	4.10%	2022	\$210,000	4.35%
2019	\$180,000	4.20%	2023	\$215,000	4.40%
2020	\$190,000	4.25%			

; and

WHEREAS, pursuant to the 2008 Bond Resolution, the City reserved the right to call the 2008 Bonds maturing in the years 2017 to 2023 (the “Callable 2008 Bonds”), inclusive, for optional early redemption on June 1, 2016, or on any date thereafter on terms of par and accrued interest; and

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

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

WHEREAS, pursuant to a prior resolution (the “2017 Bond Resolution”) (collectively, the 2012 Bond Resolution, the 2014 Bond Resolution and the 2017 Bond Resolution shall be referred to hereinafter as the “Outstanding Bond Resolutions”) of the Council, the City has heretofore issued its Taxable Water Revenue Bond, SRF Series 2017C, dated February 24, 2017 (the “2017 Bond”) (collectively, the 2012 Bonds, the 2014 Bonds and the 2017 Bond shall be referred to hereinafter as the “Outstanding Bonds”), in the aggregate principal amount of \$22,072,000, a portion of which remain outstanding; and

WHEREAS, pursuant to, and subject to the conditions of, the Outstanding Bond Resolutions authorizing the issuance of the Outstanding Bonds, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds; and

WHEREAS, the City heretofore proposed to enter into a Water Revenue Refunding Loan Agreement (the “Loan Agreement”) in a principal amount not to exceed \$1,250,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of current refunding the 2008 Bonds; and pursuant to law and duly published notice of the proposed action has held a hearing thereon on February 6, 2017; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of \$1,215,000 Water Revenue Refunding Bonds, Series 2017C (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Independent Public Advisors, LLC, as municipal financial advisor (the “Financial Advisor”); and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to make provision for the advertisement thereof;

NOW, THEREFORE, Be It Resolved by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of Dorsey & Whitney LLP, as disclosure counsel, (the “Disclosure Counsel”) and the Financial Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved

Section 3. The use by the Financial Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and Disclosure Counsel and the Financial Advisor are hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the

resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Administrator is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 4. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate, with assistance from Disclosure Counsel and the Financial Advisor, to set the date of April 11, 2017 as the date for the sale of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement.

Section 5. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY[®], and hereby finds and determines that the PARITY[®] competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 28th day of March, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

ATTESTATION CERTIFICATE:

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

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of all of the proceedings of the City Council relating to a public hearing on and fixing of a date for the sale of Water Revenue Refunding Bonds, Series 2017C and approving a preliminary official statement for the sale of the Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2017.

TRACEY MULCAHEY, CITY CLERK

Brine Production and Water Equipment and Maintenance Facility



March 22, 2017

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

RE: North Liberty Brine Production and Water Equipment and Maintenance Facility

Dear Mr. Heiar:

On March 21, 2017 at 10:00 am in the North Liberty City Administration building six bids were received and opened for the above-referenced project.

The low bid was received from Garling Construction, Inc., of Belle Plaine, Iowa in the amount of \$865,000 Base Bid, \$104,000 for Bid Alternate 1, and \$52,000 for Bid Alternate 2. The design professionals' estimate was \$787,105 Base Bid, \$119,797 for Bid Alternate 1, and \$59,280 for Bid Alternate #2. The project budget includes a contingency amount of \$86,000. The project budget also includes line items for owner-provided brine-making equipment and storage tanks, estimated at \$70,000.

Subject to submitting acceptable bonds, insurance and the Agreement, we recommend award of base bid contract to Garling Construction, Inc. based upon their lowest responsible, responsive bid. Garling Construction, Inc. was the general contractor for the Streets and Maintenance Facility project completed in 2013 which served as the design basis for the current project. Upon City Council approval of this award we will proceed with issuing the Notice of Award and begin administration of the construction contract.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Brian Gotwals, AIA, NCARB, LEED AP

BLG/bad

Enc.: Bid Tabulation

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



SHIVE-HATTERY, INC.

2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040 FAX (319) 354-6921

TABULATION OF BIDS

Client: City of North Liberty
Project Name: NL Brine Production and Water Equipment and Maintenance Facility
S-H Project #: 1161640

Bid Date: March 21, 2017, 10:00 A.M.
Location: City Admin. Bldg., North Liberty, Iowa
Page No.: 1

NAME AND ADDRESS OF BIDDER			Garling Construction, Inc. 1120 11th Street Belle Plaine, Iowa 52208		Tricon General Construction, Inc. 746 58th Avenue Court SW Cedar Rapids, Iowa 52404		Bushong Construction Co., Inc. 704 East Wood Montezuma, Iowa 50171		Portzen Construction, Inc. 205 Stone Valley Drive Dubuque, Iowa 52003		Calacci Construction Company, Inc. 2881 Independence Road Iowa City, Iowa 52244	
Addendum No. 1			Yes		Yes		Yes		Yes		Yes	
Addendum No. 2			Yes		Yes		Yes		Yes		Yes	
Bid Security - 5%			Yes		Yes		Yes		Yes		Yes	
Targeted Small Business Form			Yes		Yes		Yes		Yes		Yes	
Non-Collusion Affidavit			Yes		Yes		Yes		Yes		Yes	
Bidder Status Form			Yes		Yes		Yes		Yes		No	
ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENDED PRICE	UNIT	EXTENDED PRICE	UNIT	EXTENDED PRICE	UNIT	EXTENDED PRICE	UNIT	EXTENDED PRICE
TOTAL BASE BID (INCLUDING TOTAL UNIT PRICE BID)		Plan	LS	\$865,000.00	LS	\$893,000.00	LS	\$924,000.00	LS	\$966,000.00	LS	\$1,065,500.00
	ALTERNATE BID											
1	Include Additional Vehicle Storage Bays	Add	LS	\$104,000.00	LS	\$107,000.00	LS	\$135,000.00	LS	\$121,910.00	LS	\$85,000.00
2	Include Parts Storage Room	Add	LS	\$52,000.00	LS	\$48,000.00	LS	\$64,000.00	LS	\$71,315.00	LS	\$31,000.00
	UNIT PRICE BID		UNIT PRICE	TOTAL UNIT PRICE BID	UNIT PRICE	TOTAL UNIT PRICE BID	UNIT PRICE	TOTAL UNIT PRICE BID	UNIT PRICE	TOTAL UNIT PRICE BID	UNIT PRICE	TOTAL UNIT PRICE BID
1	Over-Excavation	CY 100	\$46.00	\$4,600.00	\$46.00	\$4,600.00	\$46.00	\$4,600.00	\$50.00	\$5,000.00	\$30.00	\$3,000.00

NAME AND ADDRESS OF BIDDER			City Construction 2346 Mormon Trek Blvd., Ste 2500 Iowa City, Iowa 52246		Design Professional Estimate							
Addendum No. 1			Yes									
Addendum No. 2			Yes									
Bid Security - 5%			Yes									
Targeted Small Business Form			Yes									
Non-Collusion Affidavit			Yes									
Bidder Status Form			Yes									
ITEM	DESCRIPTION		QUANTITY	UNIT	EXTENDED PRICE		UNIT	EXTENDED PRICE		UNIT	EXTENDED PRICE	
TOTAL BASE BID (INCLUDING TOTAL UNIT PRICE BID)			Plan	LS	\$1,317,800.00		LS	\$787,105.00		LS		
	ALTERNATE BID											
1	Include Additional Vehicle Storage Bays		Add	LS	\$168,000.00		LS	\$119,797.00		LS		
2	Include Parts Storage Room		Add	LS	\$72,000.00		LS	\$59,280.00		LS		
	UNIT PRICE BID			UNIT PRICE	TOTAL UNIT PRICE BID		UNIT PRICE	TOTAL UNIT PRICE BID		UNIT PRICE	TOTAL UNIT PRICE BID	
1	Over-Excavation		CY 100	\$46.00	\$4,600.00							

Resolution No. 2017-33

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
EXECUTION OF THE CONTRACT FOR THE BRINE PRODUCTION
AND WATER EQUIPMENT AND MAINTENANCE FACILITY
PROJECT, NORTH LIBERTY, IOWA**

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

WHEREAS, the City Council sought bids for the Brine Production and Water Equipment and Maintenance Facility Project;

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

WHEREAS, the lowest responsible bid was Garling Construction, Inc. with a Lump Sum base bid price of \$865,000, Bid Alternate 1 of \$104,000, and Bid Alternate 2 of \$52,000;

NOW, THEREFORE, BE IT RESOLVED that the Brine Production and Water Equipment and Maintenance Facility Project is authorized and the bid from Garling Construction, Inc. is hereby accepted and approved for the project at a bid amount of \$865,000.00 with no alternates is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 28th day of March, 2017.

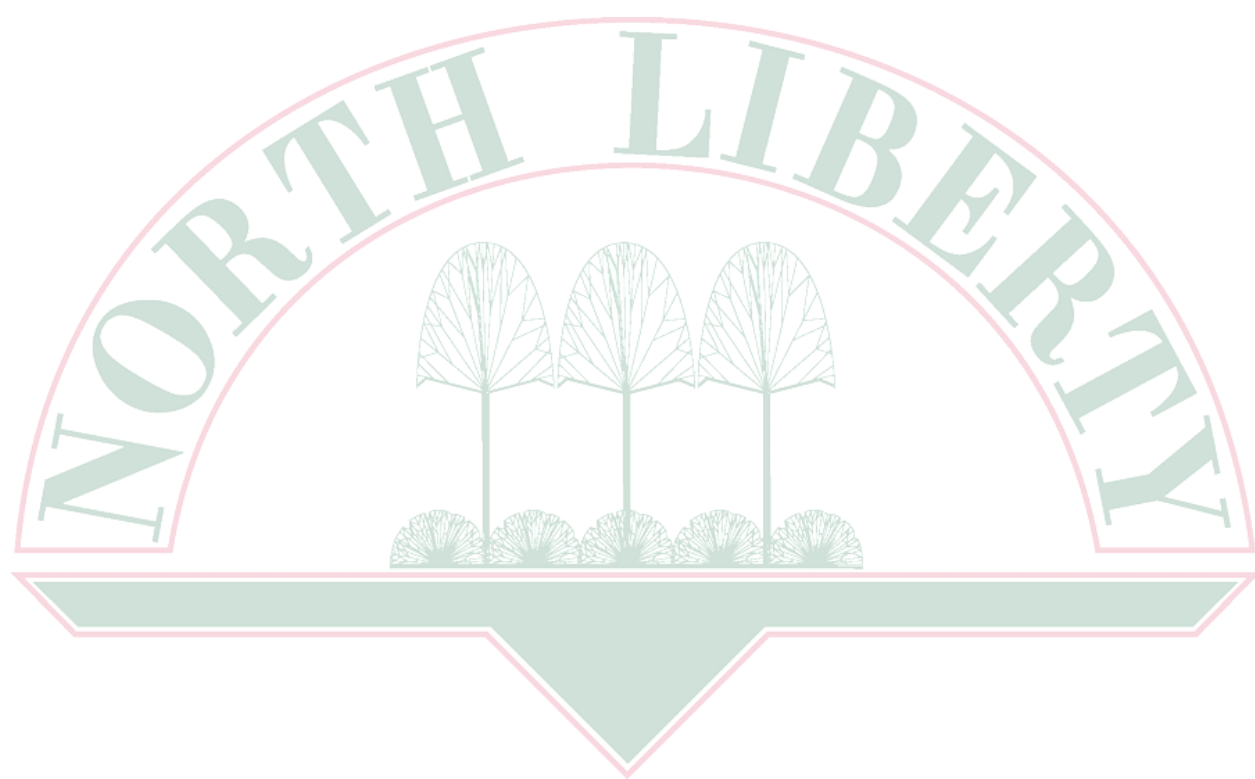
CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

Ranshaw House Project



PROFESSIONAL SERVICES AGREEMENT

CLIENT: City of North Liberty
ATTN: Ms. Tracey Mulcahey
Assistant City Administrator/City Clerk
3 Quail Creek Circle
P.O. Box 77
North Liberty, IA 52317

PROJECT: Ranshaw House Renovation

LOCATION: North Liberty, Iowa

DATE: March 16, 2017

PROJECT DESCRIPTION

The scope of the project consists of the following:

1. Renovate the main floor and upper floor as necessary to meet current codes for restroom facilities, and add a kitchenette area in the south portion of the main floor.
2. Construct an exterior ADA ramp at the south entrance of the building.
3. Based on preliminary discussions with the city, code upgrades will not include a new fire sprinkler system or a new elevator. If these, or any other major code related upgrades are added to the scope of the project, an additional services proposal will be issued to cover the associated additional fees.
4. Replace/upgrade existing plumbing, HVAC, and electrical systems as follows:
 - a. Replace all existing plumbing piping and water heater.
 - b. Provide new plumbing fixtures and associated piping at new restrooms and kitchenette.
 - c. Provide two new HVAC systems – gas furnaces with split A/C and associated ductwork to replace existing heating system (boiler).
 - d. Provide electrical power to new HVAC equipment and renovated spaces.
 - e. Provide a new fire alarm system.

SCOPE OF SERVICES

We will provide Architectural, Mechanical, and Electrical Engineering, and Construction Administration services for the project.

These services will consist of the following tasks:

1. Preliminary Design Phase
 - a. Visit the project site and building to verify conditions affecting the improvements.



- b. Prepare documents indicating existing conditions. This includes the creation of electronic floor plans, based on the existing paper drawings and field measurements.
- c. Assess the building in terms of compliance with the 2015 International Existing Building Code, as impacted by the proposed change in use (public history/visitor center on the main floor, with offices on the upper floor).
- d. Any modifications to the building will need to comply with requirements related to the building's listing on the National Register of Historic Places, and as such will conform to the Secretary of the Interior Design Standards for Historic Preservation. Our proposal is based on information we received from Johnson County regarding the approval process for this project; our understanding is this does not include a review by the State of Iowa.

2. Design and Bid Phase

- a. Conduct meetings with city staff, to discuss the scope of the project and to review the final drawings.
- b. Present the scope of the project to the city council.
- c. Prepare bid documents including the general conditions, bid forms, notice of hearing and letting, and plans and technical specifications suitable for competitive single prime construction bidding. Prepare an opinion of construction cost.
- d. Print twenty (20) sets of plans and specifications.
- e. Issue plans and specifications.
- f. Conduct a pre-bid meeting with contractors and respond to questions from contractors as they review the documents and prepare their bids.
- g. Prepare and issue addenda.
- h. Assist in evaluating the bids. Provide a bid tabulation and letter of recommendation of award.

4. Construction Phase – perform on an hourly basis.

- a. Conduct a preconstruction conference.
- b. Attend regular progress meetings and conduct construction observation visits to observe and report on work-in-progress, on an as needed basis.
- c. Review change orders, project submittals, requests for information and contractor applications for payment.
- d. Conduct one (1) post construction review of the work per architectural/engineering discipline and review contractor's punch list of items to be completed.
- e. Upon completion of construction, we will process final closeout documents and assist in obtaining executed documents to conclude the work.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Provide site access for Shive-Hattery personnel.

SCHEDULE

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

The services shall be performed per a mutually agreed upon schedule.

COMPENSATION

Description	Fee	Fee Type	Reimbursable Expenses
Preliminary Design Phase	\$8,000.00	Hourly	\$250.00
Design and Bid Phase	\$15,000.00	Hourly	\$1,500.00
Construction Phase	\$6,000.00	Hourly	\$250.00
TOTAL	\$29,000.00		\$2,000.00

Fee Types:

Fixed Fee - We will provide the Scope of Services on an hourly basis, with the estimated fee per the above table.

Reimbursable Expenses:

Estimated amount - The estimated Reimbursable Expense amount(s) above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. The expenses include printing costs, mileage.

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

SERVICES NOT INCLUDED

The following are additional services not included in this proposal.

1. Design for abatement of hazardous materials in areas affected by construction activity. Hazardous materials in those areas must be removed prior to the start of construction.
2. Barrier air-monitoring services related to asbestos abatement. These services will be provided under a separate contract.

STANDARD TERMS AND CONDITIONS

PARTIES

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

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity

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

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

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

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

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

EQUAL EMPLOYMENT OPPORTUNITY

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

COMPLETE AGREEMENT

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

SIGNATURES

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

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

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

Sincerely,

SHIVE-HATTERY, INC.



Timothy R. Fehr, Project Manager

TRF/bad

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: CITY OF NORTH LIBERTY

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

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

Resolution No. 2017-34

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

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

WHEREAS, the City Council desires to design, bid and construct the renovation of the Ranshaw House Project;

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

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for services relating to the Ranshaw House Renovation Project Agreement at a lump sum fee of \$29,000 for design, bid and construction plus costs of expenses is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 28th day of March, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

I-380/Forevergreen Road Project Agreements



**IOWA DEPARTMENT OF TRANSPORTATION
Right of Way Agreement
For Primary Road Project**

County	Johnson
City	North Liberty
Project No.	IM-380-6(302)2--13-52 (P.E.) IMN-380-6(308)2--0E-52 (ROW) IM-380-6(303)2--13-52 (Grade) IMN-380-6(331)2--0E-52 (ROW) IM-NHS-380-6(326)2--03-52 (NB I-380) IM-NHS-380-6(328)2--03-52 (SB I-380)
Iowa DOT	
Agreement No.	2017-1-145
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the City of North Liberty, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Interstate 380 within Johnson County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described Primary Road project in accordance with the project plans and DOT standard specifications:

Construction of a new interchange on I-380 at W. Forevergreen Road in Johnson County, North Liberty, hereafter referred to as the I-380/Forevergreen Road Interchange.

Construction of pavement replacement and widening on I-380 from approximately 0.25 mile south of W. Forevergreen Road to approximately 1.25 miles north of W. Forevergreen Road.

The I-380/Forevergreen Road Interchange includes pavement and widening on W. Forevergreen Road between Jasper Avenue/Park Road) to east of Kansas Avenue.

See "Interchange Project" on Exhibit A for project location and graphic representation of the project.

Project concept and approval for construction is contingent upon approval by Federal Highway Authority (FHWA).

2. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter

150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.

- b. The DOT will be responsible for the coordination of utility facility adjustments for the I-380 and I-380/Forevergreen Road Interchange projects.
- c. If necessary, the LPA agrees to relocate all LPA-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections, no new or future utility occupancy of state-owned road right of way and no future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the primary road project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such other LPA-owned lands. The LPA has apprised itself of the value of these lands and, as a portion of their participation in the project, voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.
- f. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road, frontage road, or permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract, the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.
- g. Access rights may be acquired by the DOT along all public road intersections within the project limits. Access rights, if acquired, will be in the name of the State of Iowa. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112 and the DOT Access Management Policy. If access rights are required, the LPA shall not permit any third party to use the controlled portion of the side road without the prior written consent from the DOT. If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition the DOT District 6 Engineer to do so.

3. General Provisions

- a. The LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project but if the LPA adopts an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by

July 2014

Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

- c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in two counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreements, addendums, and/or amendments; represents the entire Right of Way Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2017-1-145 as of the date shown opposite its signature below.

CITY OF NORTH LIBERTY

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

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 2017.
James R. Schnoebelen
District Engineer

July 2014

District 6

Resolution No. 2017-35

A RESOLUTION APPROVING THE RIGHT OF WAY AGREEMENT FOR PRIMARY ROAD PROJECT BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTH LIBERTY, IOWA REGARDING THE I-380 AND FOREVERGREEN ROAD INTERCHANGE PROJECT (AGREEMENT NO. 2017-1-145)

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

WHEREAS, the City Council desires to enter into a 28E agreement with the Iowa Department of Transportation regarding the I-380 and Forevergreen Road Interchange Project,

WHEREAS, the 28E agreement establishes the terms and conditions for the design, construction and financing of the project, and

WHEREAS, the terms and conditions have been set forth in the attached 28E agreement,

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Iowa Department of Transportation is approved.

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

APPROVED AND ADOPTED this 28th day of March, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

IOWA DEPARTMENT OF TRANSPORTATION
Right of Way Agreement
For Primary Road Project

County	Johnson
City	North Liberty
Project No.	IM-380-6(302)2--13-52 (P.E.) IMN-380-6(308)2--0E-52 (ROW) IM-380-6(303)2--13-52 (Grade) IMN-080-6(235)239--0E-52 (P.E.) IMN-080-6(236)239--0E-52 (ROW) IM-080-6(271)239--0E-52 (Grade) NHS-380-6(337)2-11-52 (Grade & Pave)
Iowa DOT	
Agreement No.	U-2017-FGR-Easements
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", the City of North Liberty, Iowa, a Local Public Agency, hereafter designated the "LPA", **Linn County REC** a corporation, with offices in Marion Iowa, **South Slope Cooperative Communications** a corporation with offices in North Liberty Iowa, **Qwest Corporation dba CenturyLink**, a corporation, with offices in Littleton, Colorado, **MCC Iowa LLC dba Mediacom**, a limited liability company, with offices in Chester, New York, and **MidAmerican Energy Company**, a corporation, with offices in Davenport, Iowa, hereafter designated the "Companies" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Interstate 380 within Johnson County, Iowa; and

The DOT, the LPA and the Companies are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA the DOT and the Companies; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Construction of a new interchange on I-380 at Forevergreen Road in Johnson County, North Liberty, hereafter referred to as the I-380/Forevergreen Road Interchange.

Construction of local road improvements on Forevergreen Road, hereafter referred to as Forevergreen Road Local Road Projects, necessary for incident management during reconstruction of the I-380/I-80 interchange. The Forevergreen Road Local Road projects are to be consistent with the LPA's long range plan and include conversion of Forevergreen Road east of Kansas Avenue to a minimum of a three-lane paved roadway.

See Exhibit A for project location and graphic representation of the projects

Project concept and approval for construction is contingent upon approval by Federal Highway Authority (FHWA).

2. Right of Way and Permits

- a. The DOT will be responsible for the right of way acquisition for the I-80/I-380 and I-380/Forevergreen Road interchange.
- b. The DOT shall provide right of way acquisition services (land survey, right of way design, appraisals, negotiations, and title and closing) for the Forevergreen Road Local Road projects, with the exception of condemnation services. The LPA shall be responsible for the right of way condemnation services. The Companies shall be responsible for the acquisition costs for property and relocation of their facilities.
- c. The DOT shall acquire the land necessary for the relocations, including permanent and temporary easements, if any, and easements in the name of **Linn County REC, South Slope Cooperative Communications, Qwest Corporation dba CenturyLink, MCC Iowa LLC dba Mediacom, and MidAmerican Energy Company.**
- d. Company easements upon land affected by the project and acquired as new highway, roadway right of way or easement shall be conveyed to the Companies without additional expense to the project.

- e. Without further compensation other than performance by the DOT of its obligations hereunder, the Companies shall execute and deliver to the DOT, on forms supplied by the DOT, a Disclaimer of Interest in Realty in and to all the highway or roadway right of way acquired by the DOT for said project.
- f. With the exception of service connections, no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the Companies without the prior written approval of the LPA. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

3. General Provisions

- a. It is the intent of all parties that no third-party beneficiaries be created by this Agreement.
- b. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- c. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- d. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

25 Feb 2017

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement **U-2017-FGR-Easements** as of the date shown opposite its signature below.

CITY OF NORTH LIBERTY:

By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of North Liberty, Iowa

Executed by **Linn County REC** this _____ day of _____, 2017

Linn County REC

By _____
(Print Name/Title)

State of _____
County of _____ ss

This instrument was acknowledged before me on this ____ day of _____, 2017,

by _____, as _____ of _____.
(Name) (Title) (Company)

Notary Public in and for said State

Executed by **South Slope Cooperative Communications** this _____ day of _____, 2017

South Slope Cooperative Communications

By _____
(Print Name/Title)

State of _____
County of _____ ss

This instrument was acknowledged before me on this ____ day of _____, 2017,

by _____, as _____ of _____.
(Name) (Title) (Company)

Notary Public in and for said State

Executed by **Qwest Corporation dba CenturyLink** this _____ day of _____, 2017

Qwest Corporation dba CenturyLink

By _____
(Print Name/Title)

State of _____
County of _____ ss

This instrument was acknowledged before me on this ____ day of _____, 2017,

by _____, as _____ of _____.
(Name) (Title) (Company)

Notary Public in and for said State

Executed MCC Iowa LLC dba **Mediacom** this _____ day of _____, 2017

MCC Iowa LLC dba Mediacom

By _____
(Print Name/Title)

State of _____
County of _____ ss

This instrument was acknowledged before me on this ____ day of _____, 2017,

by _____, as _____ of _____.
(Name) (Title) (Company)

Notary Public in and for said State

25 Feb 2017

.....

Executed by **MidAmerican Energy Company** this _____ day of _____, 2017

MidAmerican Energy Company

By _____
(Print Name/Title)

State of _____

ss

County of _____

This instrument was acknowledged before me on this ____ day of _____, 2017,

by _____, as _____ of _____.
(Name) (Title) (Company)

Notary Public in and for said State

.....

Executed by the Department this _____ day of _____, 2017

STATE OF IOWA
IOWA DEPARTMENT OF TRANSPORTATION

By _____
Steve Gent, Director
Office of Traffic and Safety
State of Iowa

State of Iowa

ss

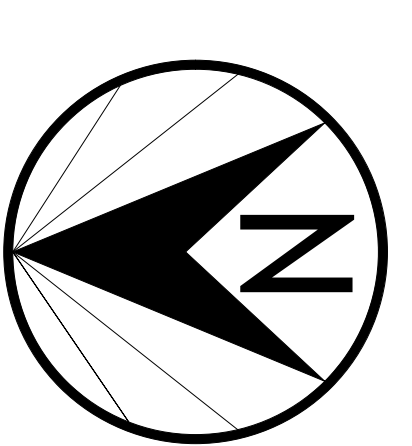
County of Story

This instrument was acknowledged before me on this ____ day of _____, 2017, by Steve Gent, as Director, Office of Traffic and Safety of the Iowa Department of Transportation.

Notary Public in and for said State



Exhibit A



I-380/FOREVERGREEN RD.
RURAL DIAMOND CONCEPT

Resolution No. 2017-36

A RESOLUTION APPROVING THE RIGHT OF WAY AGREEMENT FOR PRIMARY ROAD PROJECT BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTH LIBERTY, IOWA REGARDING THE I-380 AND FOREVERGREEN ROAD INTERCHANGE PROJECT (AGREEMENT NO. U-2017-FGR-EASEMENTS)

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

WHEREAS, the City Council desires to enter into a 28E agreement with the Iowa Department of Transportation regarding the I-380 and Forevergreen Road Interchange Project,

WHEREAS, the 28E agreement establishes the terms and conditions for the acquisition of certain property for utilities to install infrastructure in as a part of the IDOT project, and

WHEREAS, the terms and conditions have been set forth in the attached 28E agreement,

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Iowa Department of Transportation is approved.

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

APPROVED AND ADOPTED this 28th day of March, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

EASEMENT PURCHASE REIMBURSEMENT AGREEMENT

This Agreement is by and between Linn County Rural Electric Cooperative Association ("LCREC"), MidAmerican Energy Company ("MidAm"), South Slope Cooperative Communications ("South Slope"), MCC Iowa, LLC, d/b/a Mediacom ("Mediacom"), Qwest Corporation, d/b/a CenturyLink ("CenturyLink") (collectively "Utilities") and the City of North Liberty ("City") and is effective the date signed by all parties.

WHEREAS the Iowa DOT is constructing an interchange of I-380 at Forevergreen Road;

WHEREAS Utilities need to relocate their facilities along Forevergreen Road;

WHEREAS the Iowa DOT will negotiate easement purchases with the landowners along Forevergreen Road to allow for relocation by Utilities in private easements;

WHEREAS the City will reimburse the Iowa DOT the amount of the easement purchases; and

WHEREAS the Utilities will reimburse the City the amount of the easement purchases under the following terms and conditions.

1. The Iowa DOT will notify the City of the amount of the easement purchases negotiated for Utility facility relocations. This amount may be revised before final easement documents are signed by the respective landowners and the Governor of the State of Iowa.
2. The City will pay the Iowa DOT within 45 days of receipt of notice of the amount of the easement purchases.
3. The City/Iowa DOT will notify the Utilities via e-mail of the amount of the easement purchases.
4. Each Utility shall pay an equal portion of the total amount of the easements purchases within 30 days of receipt of notice of the cost from the City.
5. If a Utility fails to pay its portion of the amount of the easement purchases in a timely manner, that Utility shall not be allowed to relocate its facilities within those easements.
6. The terms of this Agreement are agreed to by LCREC.
7. The terms of this Agreement are agreed to by MidAm.

8. The terms of this Agreement are agreed to by South Slope Telephone.
9. The terms of this Agreement are agreed to by Mediacom.
10. The terms of this Agreement are agreed to by CenturyLink.
11. The terms of this Agreement are agreed to by the City.
12. Upon final payment of the amount of the easement purchases, the City shall provide the Utilities with documentation of the final amount by landowner and a copy of the easement agreement between the respective landowner and the Utilities.
13. The City shall record the Permanent Easement Agreements between the landowner and the Utilities with the Johnson County Recorder and include the recording costs in the amount of the easement purchases to be paid by the Utilities.
14. This Agreement shall terminate upon payment of the amount of the easement purchases and recording fees by the Utilities to the City.
15. This Agreement may be executed in individual counterparts, each of which so executed will be deemed to be an original.
16. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed this Easement Purchase Reimbursement Agreement as of the date shown opposite its signature below.

CITY OF NORTH LIBERTY

By: _____ Date _____, 20____.

Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf
of the City was duly authorized to execute the same on the ____ day of _____,
2017.

Signed: _____
City Clerk of North Liberty, Iowa

Executed by **Linn County Rural Electric Cooperative Association** this _____ day of
_____, 2017

Linn County Rural Electric Cooperative Association

By _____
Terry Sullivan, General Manager and CEO

Executed by **South Slope Cooperative Communications** this _____ day of
_____, 2017

South Slope Cooperative Communications

By _____
(Print Name/Title)

Executed by **Qwest Corporation dba CenturyLink** this _____ day of _____,
2017

Qwest Corporation dba CenturyLink

By _____
(Print Name/Title)

Executed by **MCC Iowa, LLC, d/b/a Mediacom** this _____ day of _____, 2016

MCC Iowa, LLC, d/b/a Mediacom

By _____
(Print Name/Title)

Executed by **MidAmerican Energy Company** this _____ day of _____, 2017

MidAmerican Energy Company

By _____
(Print Name/Title)

Resolution No. 2017-37

**A RESOLUTION APPROVING THE EASEMENT PURCHASE
REIMBURSEMENT AGREEMENT BETWEEN LINN COUNTY
RURAL ELECTRIC COOPERATIVE, MIDAMERICAN ENERGY
COMPANY, SOUTH SLOPE COOPERATIVE
COMMUNICATIONS, MEDIACOM, QWEST CORPORATION
AND THE CITY OF NORTH LIBERTY, IOWA REGARDING THE
I-380 AND FOREVERGREEN ROAD INTERCHANGE PROJECT**

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

WHEREAS, the City Council desires to enter into an agreement with Linn County Rural Electric Cooperative, Midamerican Energy Company, South Slope Cooperative Communications, Mediacom, and Qwest Corporation regarding the I-380 and Forevergreen Road Interchange Project,

WHEREAS, the 28E agreement establishes the terms and conditions for the reimbursement for the acquisition of certain property for utilities to install infrastructure in as a part of the IDOT project, and

WHEREAS, the terms and conditions have been set forth in the attached 28E agreement,

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Linn County Rural Electric Cooperative, Midamerican Energy Company, South Slope Cooperative Communications, Mediacom, and Qwest Corporation is approved.

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

APPROVED AND ADOPTED this 28th day of March, 2017.

CITY OF NORTH LIBERTY:

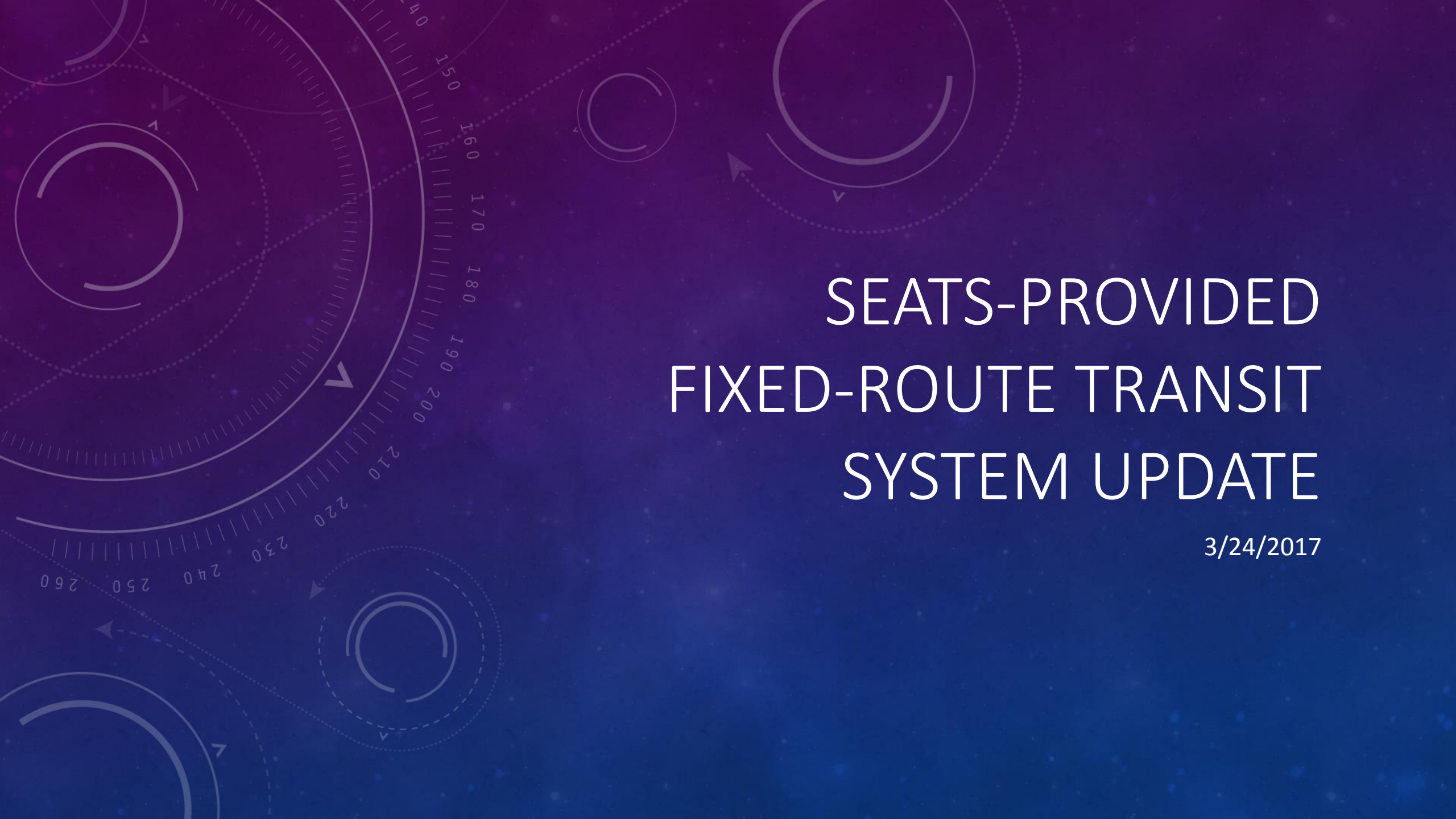
ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

North Liberty Bus Service



The background is a dark blue gradient with a subtle pattern of white dots. Overlaid on the left side are several concentric circular patterns. A large circle on the left has a scale around its perimeter with numbers ranging from 140 to 260 in increments of 10. Smaller circles and arcs are scattered throughout the left half of the image, some with arrows indicating a clockwise direction.

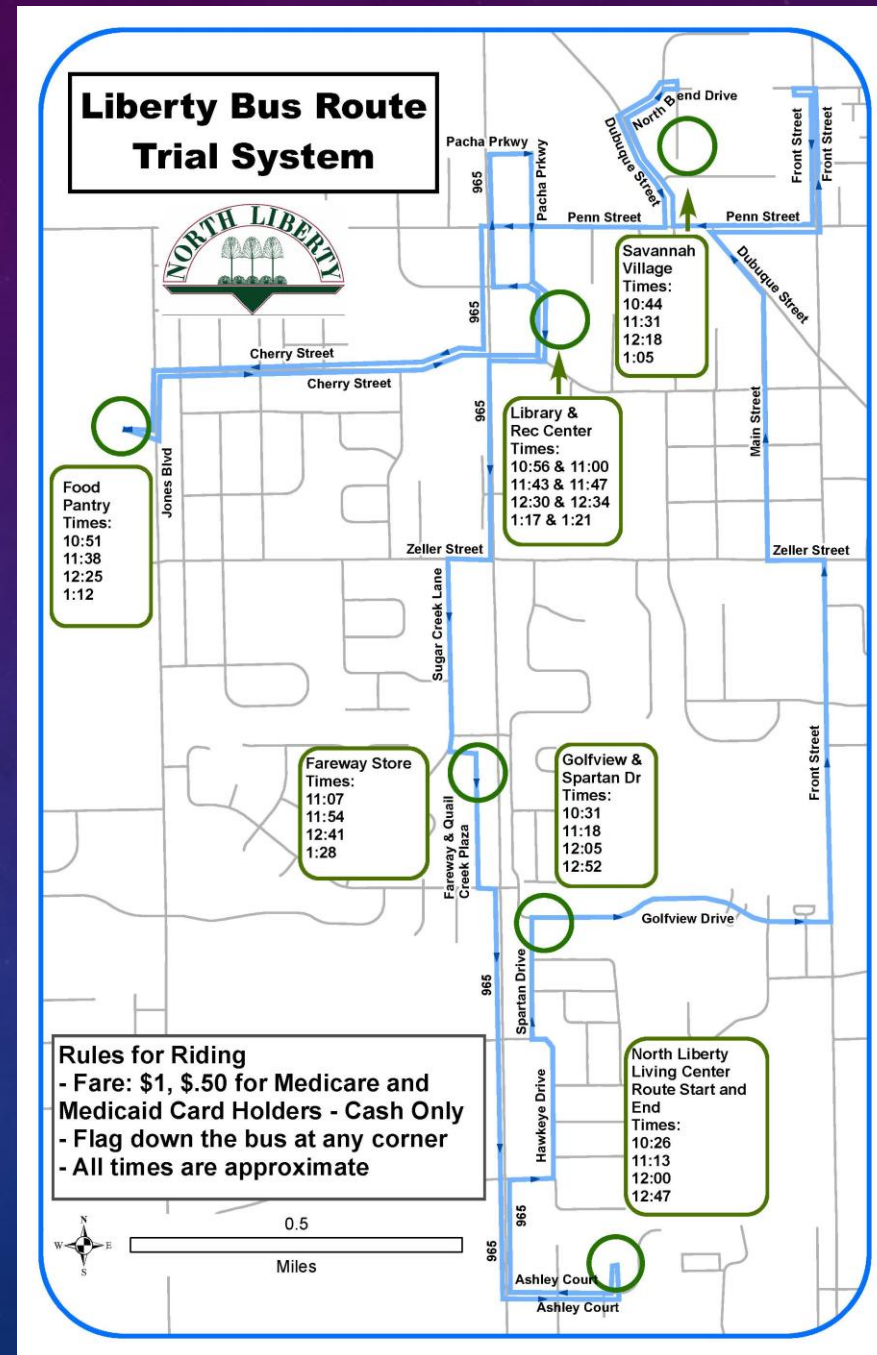
SEATS-PROVIDED FIXED-ROUTE TRANSIT SYSTEM UPDATE

3/24/2017

CHARACTERISTICS OF SERVICE

- Contract with SEATS for fixed-route service.
- Budget approved by Council will allow for approximately 4 hours of service per weekday, provided for the middle part of the day.
- Dial-response service also required to be provided during the same time.
- Service limited to within North Liberty.
- Fare is \$1, \$.50 for Medicaid card holders.
- Existing fixed-route and SEATS service will continue unaffected.
- SEATS provides a 14-passenger bus.
- Route has been developed to maximize service to high-density and assisted residential properties and to commercial, public, and social services.

ROUTE MAP AND TIMES



SERVICE STATISTICS SO FAR...

SEATS-Provided Fixed Route Service

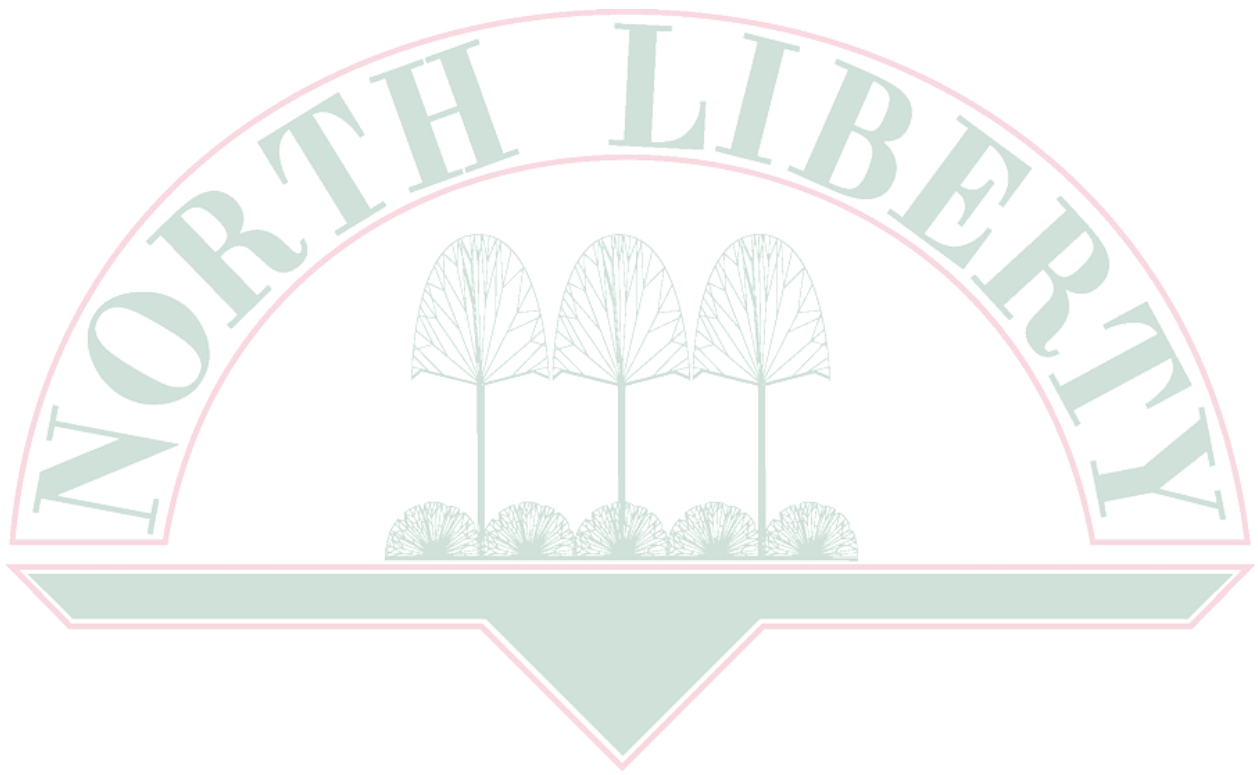
	Trips	Fares Total	Billed	Cost per Trip	Hours	Cost/Hr
Oct-16	26		\$2,771.00	\$106.58	64	\$43.30
Nov-16	42	\$31.00	\$3,945.29	\$93.94	80	\$49.32
Dec-16	31	\$18.50	\$3,653.40	\$117.85	80	\$45.67
Jan-17	30	\$24.00	\$3,666.78	\$122.23	84	\$43.65
Feb-17	6	\$3.00	\$3,980.95	\$663.49	80	\$49.76
Mar-17						
Apr-17						
May-17						
Jun-17						
Jul-17						
Aug-17						
Sep-17						
Oct-17						
			\$18,017.42			

[illegible]

	Oct was partial month
--	-----------------------



Fireworks Bill SF489



1 for no more than 30 days or a fine of at least \$65 but not more
2 than \$625, or by both.

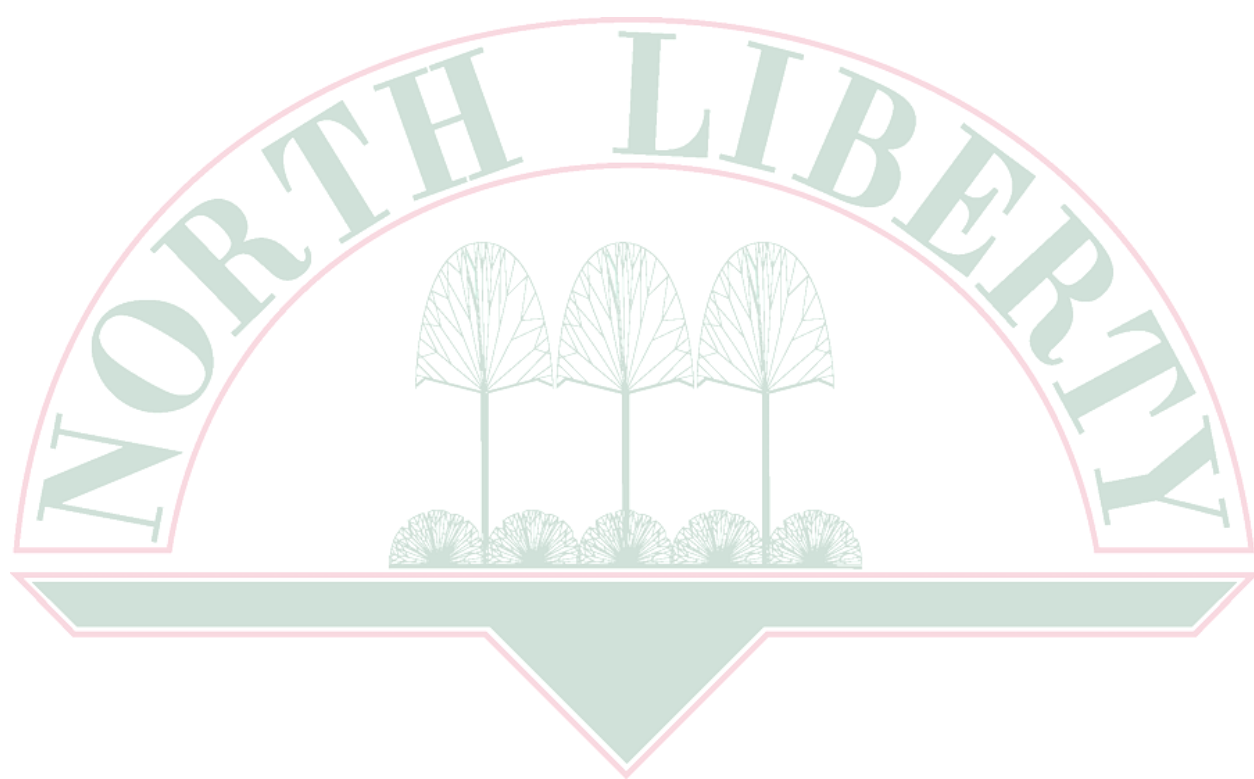
3 The bill provides that a person or a firm, partnership, or
4 corporation may possess consumer fireworks as provided in the
5 bill. The bill provides that a person, firm, partnership, or
6 corporation who sells any consumer firework to a person who
7 is less than 18 years of age commits a simple misdemeanor.
8 A person who is less than 18 years of age who purchases any
9 consumer fireworks commits a simple misdemeanor. A simple
10 misdemeanor is generally punishable by confinement for no more
11 than 30 days or a fine of at least \$65 but not more than \$625 or
12 by both, but the bill provides for a fine of at least \$250.

13 The bill provides that the state fire marshal may order the
14 suspension of the use of consumer fireworks, display fireworks,
15 or novelties if the fire marshal determines that the use of
16 such devices would constitute a threat to public safety. The
17 bill provides that a person who violates such an order by the
18 fire marshal commits a simple misdemeanor, punishable by a fine
19 of at least \$250.

20 The bill provides that a county board of supervisors may
21 adopt an ordinance or resolution to prohibit or limit the
22 use of consumer fireworks or display fireworks if the use of
23 such devices would constitute a threat to public safety or
24 a nuisance. The bill also provides that a city council may
25 adopt an ordinance or resolution to prohibit or limit the use
26 of consumer fireworks, display fireworks, or novelties if the
27 use of such devices would constitute a threat to public safety
28 or a nuisance to landowners. The bill provides that a person
29 who uses fireworks when the use is prohibited or limited by an
30 ordinance in the city or county in which the devices are used
31 commits a simple misdemeanor, punishable by a fine of at least
32 \$250.

33 The bill also provides certain restrictions on the use or
34 explosion of consumer fireworks. The bill prohibits the use
35 or explosion of consumer fireworks on days other than June

Additional Information



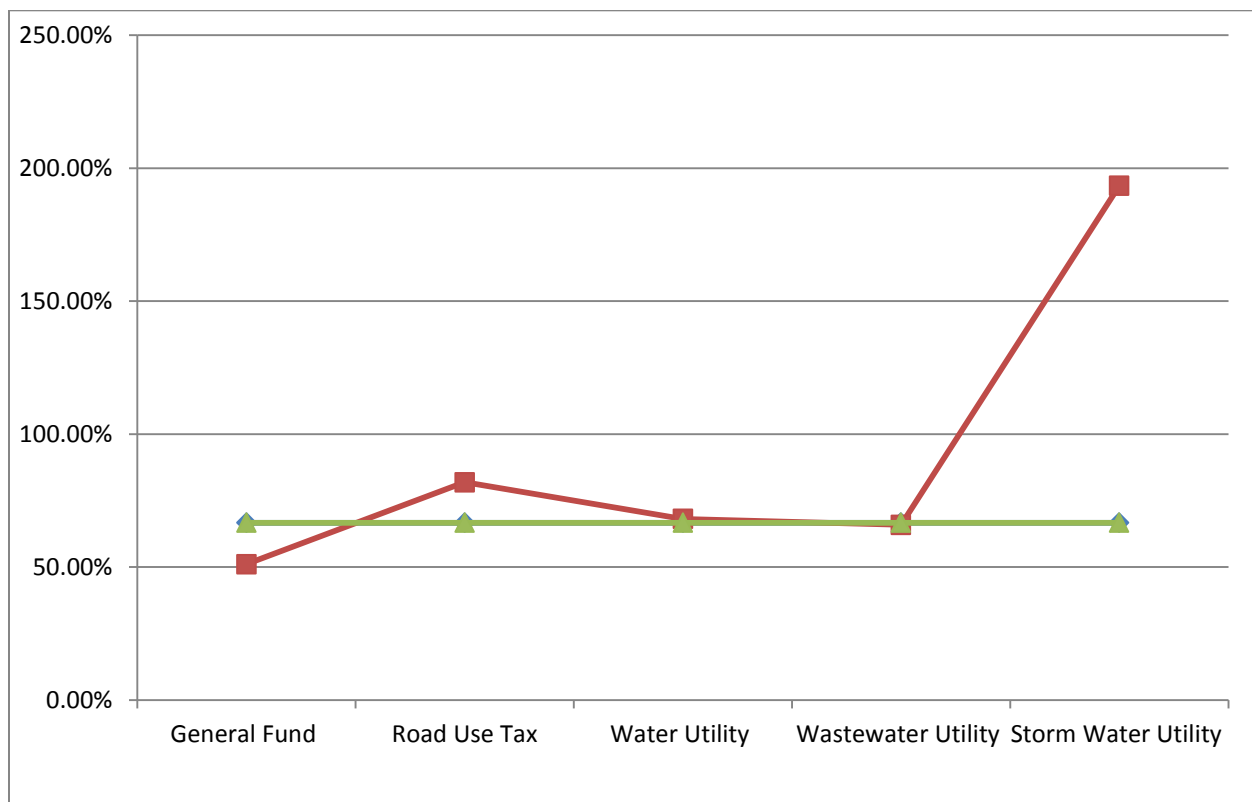


Monthly Report Summarization

February 28, 2017

This report provides a summarization of the budget status after the end of February 2017. At the end of this month, the City is 66.67% through the budget year. The red line indicates the percentage where the budget area is and green/blue line is the percentage of the budget year. Any particular area falling approximately 10% below or above the percentage of the budget year will be explained below.

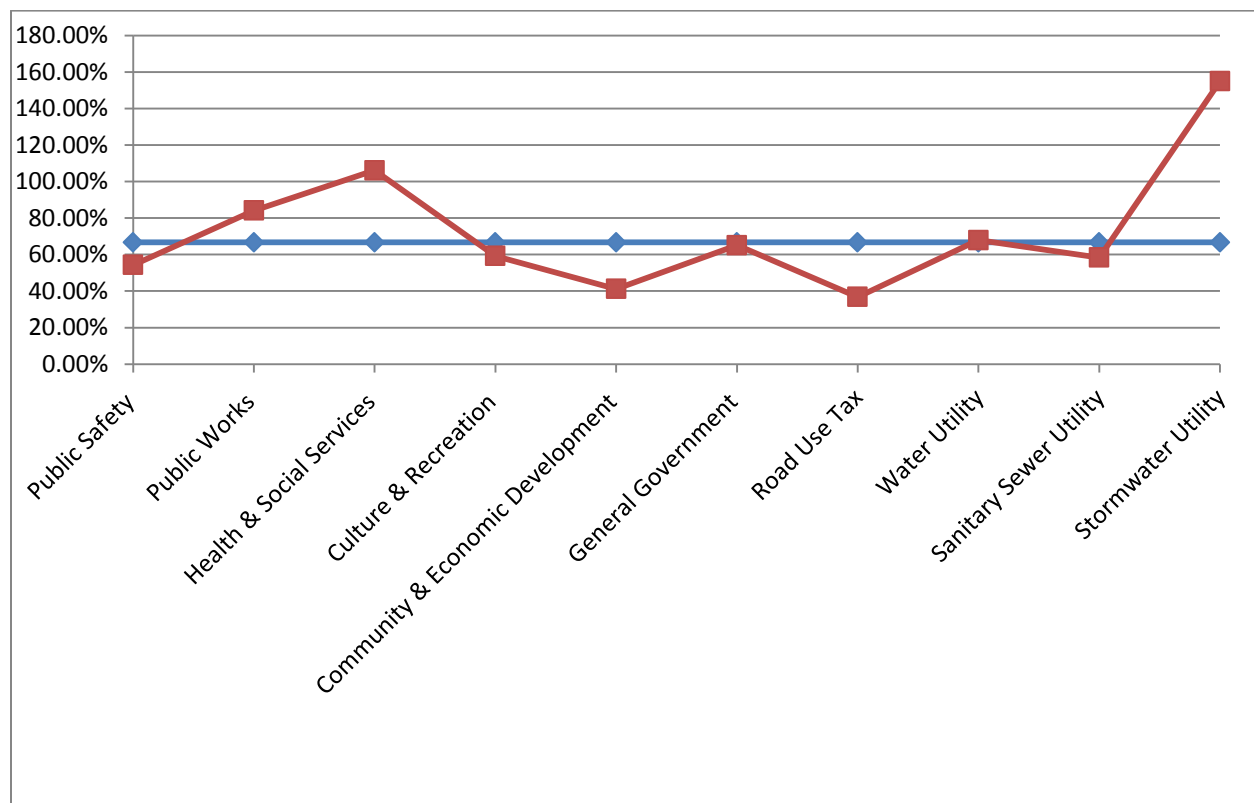
Revenues: The following chart demonstrates the condition of the City's budgeted revenues as of February 28, 2017:



- This chart represents the historical view at the end of February. The City received the first half of the property tax revenue in October and will receive the second half in April.
- Road Use Tax revenues are higher than projected at budget time. Staff always projects conservatively.
- Stormwater revenues are significantly higher than budgeted due to the SRF Sponsored Water Quality Soil Quality Restoration Project reimbursement.

Overall revenues for the year to date are \$26,870,280.42, 43.65% of the budgeted amount. This amount is less than the budgeted mark. Projected borrowing and end of year transfers will bring this number in line with projected amounts.

Expenditures: The following chart demonstrates the condition of the City's budgeted expenditures as of February 28, 2017:



- Public Safety is below projected due to end of year transfers.
- Public works is higher than expected due to the volume of garbage sticker and bin costs paid in July and August along with the increased costs paid to Johnson County Refuse for recycling.
- Health and Social Service expenses are higher due to the payment to the Food Pantry and the School Family Resource Centers and other social service payments in July and August.
- Community and Economic Development are below projected budget due to some contributions budgeted not being necessary in FY 17.

- Road Use Tax expenditures are lower than expected due to end of year transfers.
- Stormwater Utility expenses are higher than projected due to the Soil Quality Restoration Program.

Year to date total expenditures are \$27,472,077.33 or 45.50% of the projected budget amounts. This amount is less than the 66.67% of the fiscal year completed due to expenditures and transfers occurring later in the fiscal year.

Following is the Treasurer's Report for February. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 2,968,093.12. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those obligations clear for future expenditures.

CITY OF NORTH LIBERTY				
TREASURER'S REPORT				
February 28, 2017				
FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	02/01/2017			02/28/2017
GENERAL	6,852,972.39	248,205.88	-771,133.52	6,330,044.75
SPECIAL REVENUE	6,059,416.69	222,967.96	-82,037.59	6,200,347.06
DEBT SERVICE	381,693.95	3,135.88	0.00	384,829.83
CAPITAL PROJECTS	-5,081,058.80	10.46	-64,988.36	-5,146,036.70
WATER ENTERPRISE	3,295,848.12	439,001.23	-1,112,405.67	2,622,443.68
WASTEWATER ENTERPRISE	1,547,078.41	1,105,019.76	-587,492.51	2,064,605.66
STORM WATER ENTERPRISE	198,046.50	15,581.30	-6,755.98	206,871.82
TOTAL	13,253,997.26	2,033,922.47	-2,624,813.63	12,663,106.10

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



NORTH LIBERTY
Community
Library

Experience *Your* Library

Community Report

July 1, 2015 – June 30, 2016 At a Glance

New patrons added

2,171

Total library card holders

12,651



160,087

Visits to the Library



Checked out

109,524

library materials

13,669 ↑ 16%

People attended

768 library programs

↑ 33% more programs



Downloaded

16,392

e-books and e-audiobooks

More than

1,500

people used the
drivers license kiosk

↑ 24%

Over
25,000
Wireless
Sessions

↑ 31%

8,454 Used
Meeting
Rooms

23,013
Computer
Uses



People, Programs, & Services

North Liberty Population, 2016 Special Census: 18,228

At your service:

14 paid staff ~ 10.98 FTE

Plus 49 volunteers worked

698 hours



New programs and events:

Family Festival

Trunk or Treat

Stork Storytime Podcasts

Pop-Up Library—NL Living Center

Library services introduced:

Digital Johnson County | Public Art

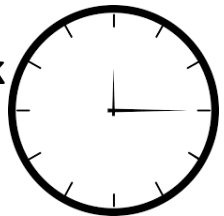
Library software | Self-Checkout

Additional staff | Year-round Sunday Hours

Open 7 days/week

For 65 hours

with 24/7 Electronic Access



Our Community Partners include:

Coralville Public Library

Friends of the North Liberty Community Library

Great Western Bank

Hills Bank & Trust

Iowa City Public Library

Iowa Mediation Services

Johnson County Crisis Center

MidWestOne Bank

North Liberty Community Food Pantry

North Liberty Optimist Club

Tippie College of Business., University of Iowa

University of Iowa Community Credit Union



North Liberty

2016

Volunteer Fire Department
Annual Report



North Liberty Fire Department

2016 Annual Report

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NORTH LIBERTY FIRE DEPARTMENT

Mission

Devoted to the protection and preservation of life and property in the City of North Liberty and the townships of Penn and Madison.

Motto

Training today for tomorrow's response.

Vision

The vision of the NLFD for 2016 is to internally foster an environment that promotes trust, respect, and collaboration. We recognize that trust is the cornerstone of the American fire service, and we will promote an internal culture that reflects a friendly and team-oriented atmosphere. We will continue to respect the great sacrifices of the volunteer firefighter and understand that we are stewards of the reputation of the fire service. We will continue to collaborate internally for the overall improvement of the organization and turn externally to explore best practices in the delivery of fire and emergency medical services as well as show good will.

Our commitment to excellence through innovation and preparedness will be a priority provision for all those living, working, or visiting our community. Our leadership and volunteers will hold one another accountable for applying our mission and values, while continuously striving to reach our goals.

Values

As an organization, we value:

Family – to those that support us at home and to the people and families in our community we impact through our service.

Safety – in striving to protect the lives and well-being of our community and our peers.

Professionalism – in people who are devoted, compassionate, trustworthy, and who act with honesty and integrity.

Respect – for our community, ourselves, our team.

Innovation – via an environment that allows for new ideas and positive change to better serve our community.

Message from the Chief



As the Interim Fire Chief of the North Liberty Volunteer Fire Department, I am pleased to present this annual report on behalf of the members of the NLFD who unwaveringly serve the residents and visitors of North Liberty, Penn, and Madison Townships. Being a volunteer firefighter involves a tremendous sacrifice and dedication to the training and mission and we hold in esteem those that answer the call.

The report is submitted to the community and community leaders to provide an overview of services, run data, and highlight various activities your fire department is involved in throughout the year. It is important for the public to know that the NLFD operates as a highly training and professional fire department that responds to all types of emergencies as well as many non-emergencies that impact the public.

This annual report will not only highlight statistics related to call response, but will acknowledge the accomplishments and events that shape us as an organization. Much of our success is a testament to the professionalism, dedication, and efforts of our members and the support we receive from our community, City Council, and City Staff. It is important to recognize our successes while always being consciences of our need to continually improve and strive towards excellence.

We of the NLFD greatly appreciate feedback and suggestions. If you have any questions about the North Liberty Fire Department, please do not hesitate to contact myself or any member of the department. You can find us online and on all major social media outlets.

It is a true honor from the men and women of the NLFD to serve you, and we thank you for your trust and confidence. As an organization, we pledge our diligence to meet or exceed your expectations, and will continue to strive towards excellence.

Stay smart, stay safe!

Bill Schmooke

Command Staff



Bill Schmooke
Interim Fire Chief



Bryan Hardin
Marshal/Asst Fire Chief



Adam Kramer
Training Captain

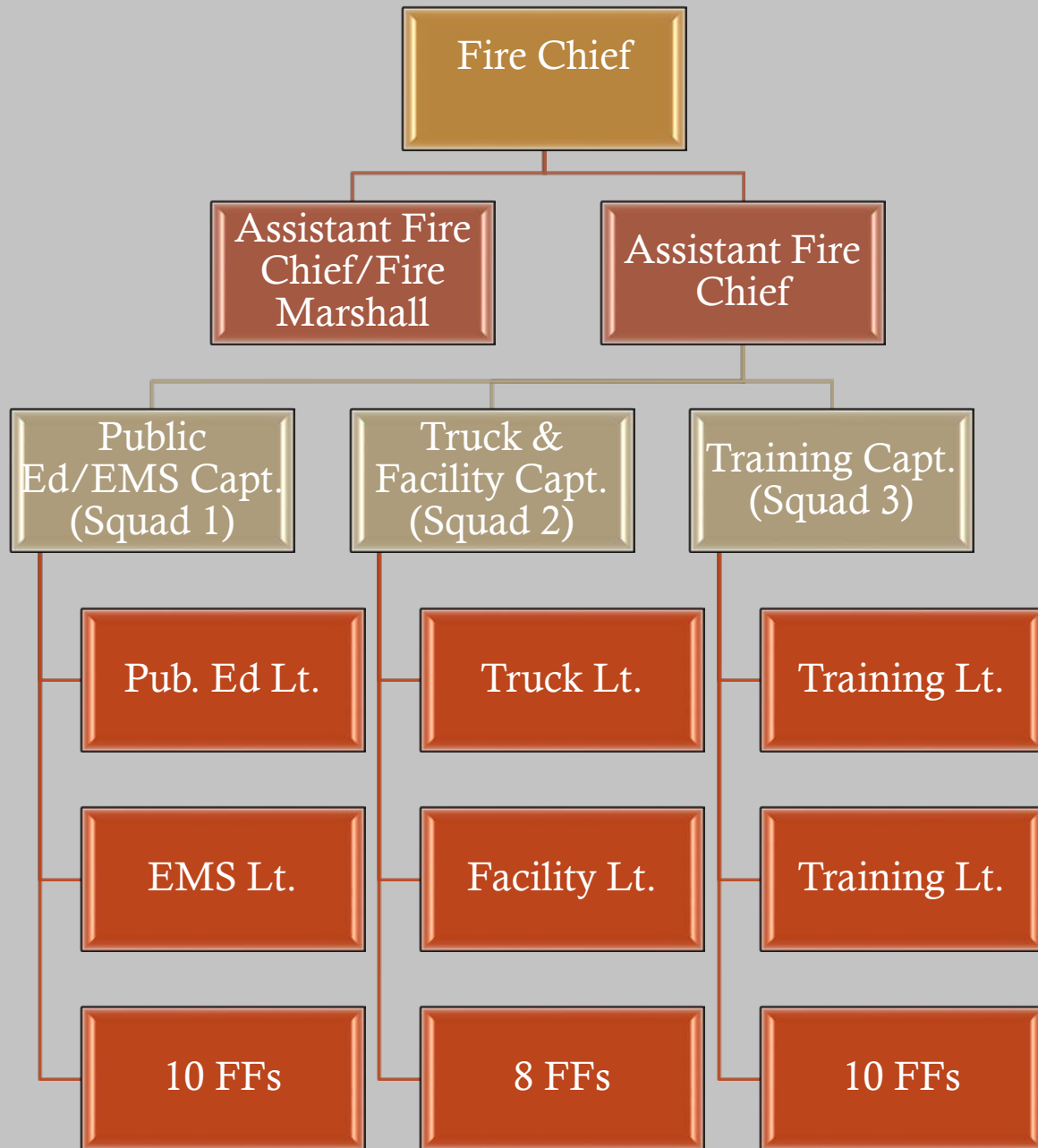


Dan Dolezal
Truck & Facility Captain



Chris Kochanny
EMS & Public Ed. Captain

Organizational Chart



Introduction

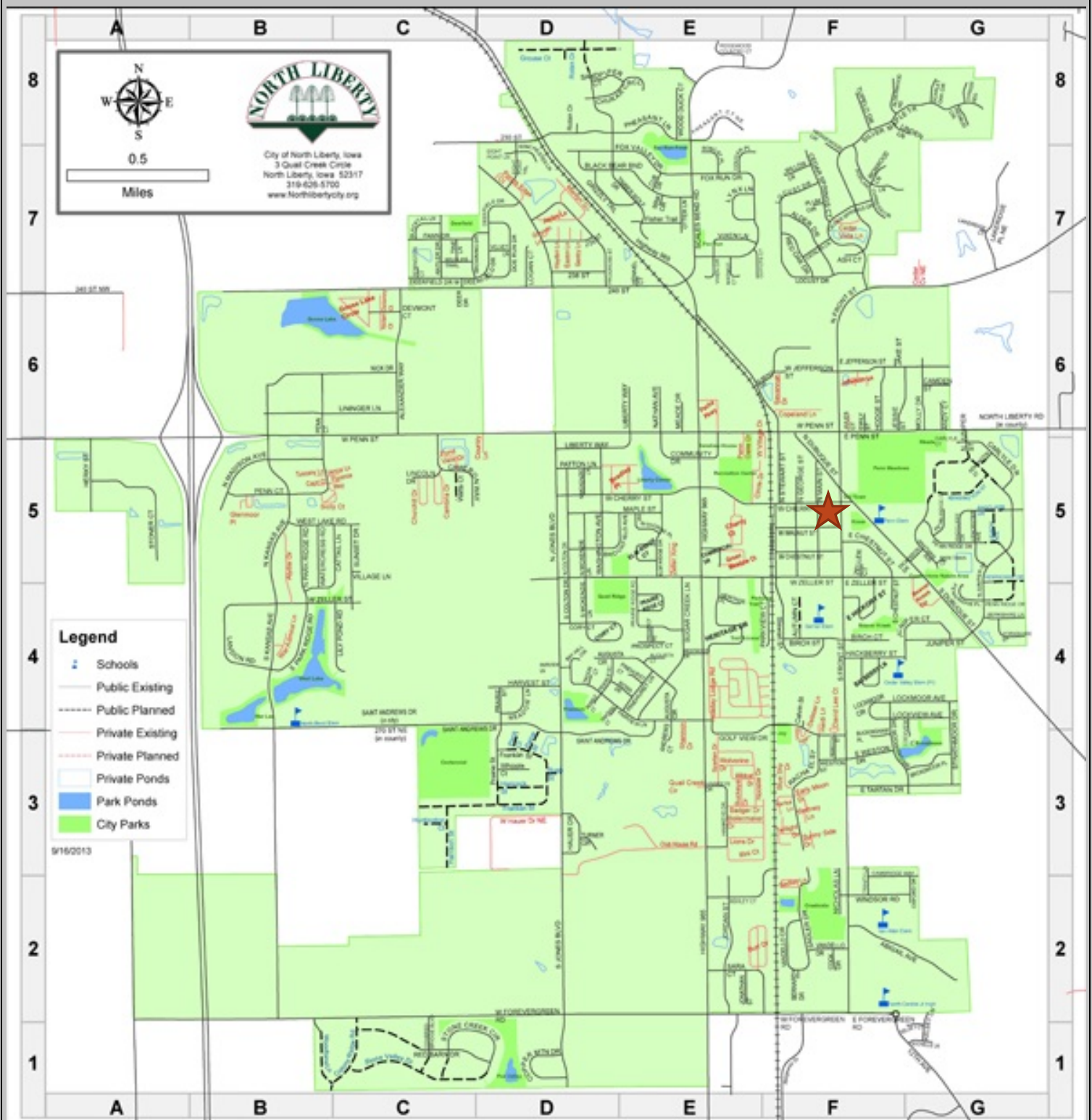
The North Liberty Fire Department is a proud and professional team of volunteers that sacrifice greatly to provide the citizens of North Liberty, Penn and Madison township, and our visitors, with quality Fire/EMS services. This is accomplished by a dedicated team of 40 individuals that volunteer their time to train, educate the community, conduct school fire drills, fundraise, and respond to emergency and non-emergent calls for service.

The NLFD protects a geographic area of roughly 56 square miles and a population, including the 2 townships, of approximately 22,000 residence. The NLFD is currently rated a class 4/8b fire department by the Insurance Services Organization (ISO). ISO is an insurance industry risk advisory body which helps carriers set appropriate premiums. To accomplish this, the ISO conducts evaluations of municipal fire protection efforts. According to ISO, roughly 48,000 fire departments rated by ISO, only 7,264 departments across the United States had a rating of 4 or better. According to ISO, of the roughly 11,599 fire departments rated by ISO in Iowa, only 64 departments had a rating of 4 or better.

In 2016, the North Liberty Fire Department had call volume reach a historical high, responding to a total of 1137 indecent. The NLFD is the busiest volunteer fire department in Johnson County. NLFD's firefighters are responding to more calls for service and are devoting increasing hours in training and call response. A summation of the department's important statistics are located later in this report.



Fire District – City Limits



Station & Apparatus



North Liberty Station along with Old NL112 (now NL117) and New NL112



NL113 Pumper/Tanker. Holds 2500 Gallons of water and supports our porta tank for rural firefighting.



NL114. This is our Quint or pumper/aerial apparatus. Houses a 75' ladder. Next apparatus up for replacement



NL116. Brush truck, wildland firefighting apparatus, second due medical truck.



NL117, a.k.a. "Old NL112". This is our older 1992 Pierce pumper, now in reserve status.



NL119. First out for medical and car accidents. No water, but houses our primary extrication equipment.



NLFD Rescue boat. Used for water rescue and drag operations.



NL UTV. Purchased through foundation donations and used for trail/woodland rescue and wildland firefighting.



NLFD Bunker Gear. Approximate cost to outfit a firefighter is \$3000

Divisions

Fire Training



Captain Kramer oversees the department's Fire Training program. The NLFD teaches the FFI and FFII curriculum to new firefighters and monthly, 2 department fire training opportunities are conducted. In 2016, we had the unique opportunity to do grain bin rescue as well as host a flashover simulator. Last year the NLFD trained for a combined 2306 hrs.

Truck and Facilities



Captain Dolezal oversees the department truck and facility responsibilities. In 2016, he and his team were busy determining the future of SCBAs that the NLFD would acquire, as well as scheduling ladder testing, hose testing, and routine equipment and vehicle maintenance. The NLFD chose MSA, and procured 33 new SCBAs totaling \$235K. This was a much-needed upgrade!

EMS and Public Education



Captain Kochanny oversees the department's EMS training and Public Education responsibilities. All NLFD firefighters must maintain an Iowa EMT card and 7 of our current members are paramedics. In Public Education, the NLFD presented to over 900 kids at all our local schools and hosted many station tours, pre-K groups, and birthday parties.



Grain Bin Rescue Training



Festive Firetruck

Fire Prevention and Code Enforcement

Permits Issued by Type 01/01/2016 - 12/31/16

Automatic Sprinkler	21
Alternative Suppression Systems	3
Kitchen Hood Suppression System	7
Fire Alarm & Detection	17
Fire Pump	2
Emergency Responder Radio Amplifier	1
Display of Fireworks	1
Standpipe Systems	1



Plan Reviews by Type 01/01/2016 - 12/31/16

Automatic Sprinkler	19
Alternative Suppression Systems	0
Kitchen Hood Suppression System	15
Fire Alarm & Detection	20
Fire Pump	4
Emergency Responder Radio Amplifier	1
Operational Permit - Fireworks	1
Interior Finish	1

Bryan Hardin is the NLFD's Fire Marshal. He maintains a busy workload on assisting new businesses with plan reviews and permitting necessary before they obtain the green light to open. Here is an overview of permits, plan reviews, and fire inspections for 2016.

Fire Inspections by Type 01/01/2016 - 12/31/16

Automatic Sprinkler	18
Automatic Sprinkler - Above Ceiling	2
Alternative Suppression Systems	0
Kitchen Hood Suppression System	8
Fire Alarm & Detection	19
Fire Pump	2
Emergency Responder Radio Amplifier	0
Operational Permit - Fire Code	0
Fire Department Acceptance	15
Liquor License	30



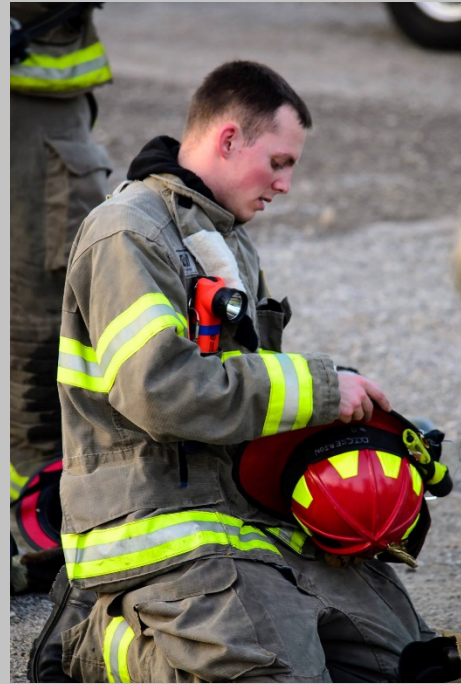
Noteworthy Events

3 Year Length of Service Awards

FF Scott McCambridge



Lt. Matt Dickerson



FF Geoffery White



FF Joe English





Lt. Richard Reasner

Lt. Matt Messinger



FF Jordan Miller



5 & 7 & 10 Year Length of Service Awards

FF Megan Wichmann 5yrs



Lt. Jeff Jaeger 7yrs



FF Dave Cirillo 10yrs (Retired 2016)



Lt. Mike Johnston 7yrs



25 Years Length of Service Awards



FF Dave Hubler aka, "Senior Man" served 25 years with the NLFD and was on the Johnson County Hazmat Team. He retired Dec. 31st, 2016 from the NLFD. Dave has always maintained a high call volume and participation and has held the position of Assistant Fire Chief. Dave is a tremendous asset to the community, a mentor, and friend to many. Thank you for your service sir!



Badge Pinning and Promotions

February, 2016 Swearing in of FFs Mashek, Keitel, McDonald, Taylor, and Gruber



December, 2016
Swearing in of FFs
Barney, Ropp,
Chiles, and Schultz



Lieutenant Promotions of James McDonald
(Training Lt), Jeff Jaeger (Training Lt), and
Richard Reasner (EMS Lt)

Fire Chief Retires



In November of 2016, Fire Chief Eric Vandewater retires as Chief and member of the North Liberty Fire Department. He served the department and community as Chief from 2005-2016 and served a total of 16 years on the NLFD. Chief Vandewater oversaw fire department operations through a rapidly growing time in the community and helped lay the groundwork

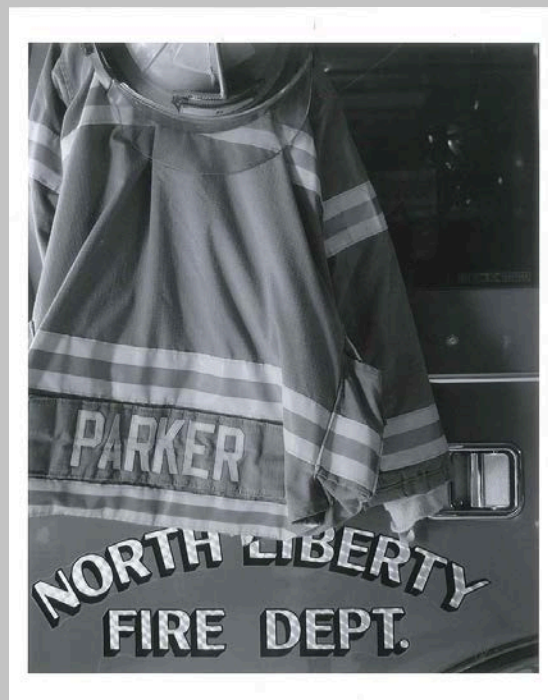
for the NLFD becoming one of the most professional volunteer fire departments in Johnson County. Eric continues to serve as a Fire Captain with the Cedar Rapids Fire Department, and in his retirement from the NLFD he enjoys time fishing.



Loss of a Brother



On May 14th, 2016, the NLFD lost valued and beloved member Robert Parker. Bob was a dedicated Hawkeye Fan as well as a Chicago Blackhawks hockey fan. He enjoyed spending time with his family, including those at the North Liberty Fire Department. He also enjoyed fishing in Minnesota, woodworking, biking, metal detecting and gaming. He was an excellent teacher, mentor, grandfather, father and husband. Bob served on the NLFD for 45 years and he is greatly missed. The senior firefighter is an honored position that carries years of experience and institutionalized knowledge. He guided and taught many firefighters and positively impacted thousands of individuals that needed the help of the NLFD. Bob was a selfless servant that embodied the spirit of the American firefighter.



Selected Statistics

2016 North Liberty Fire Department Responses By Fire District

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Year To Date	Percent To Date
North Liberty	80	75	80	80	57	65	58	73	71	86	84	102	911	80.12%
Madison Township	3	6	9	6	6	7	9	5	6	6	10	7	80	7.04%
Penn Township	13	5	10	10	6	9	8	6	10	14	10	13	114	10.03%
Mutual Aid	2	1	2	1	3	3	10	2	5	0	2	1	32	2.81%
Total Responses	98	87	101	97	72	84	85	86	92	106	106	123	1137	

Monthly Incident Comparison (2006-2016)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
2016	98	87	101	97	72	84	85	86	92	106	106	123	1137
2015	84	77	85	74	85	91	87	93	100	78	91	76	1021
2014	81	61	72	90	79	93	86	100	84	84	82	71	983
2013	73	66	80	71	95	75	84	84	77	83	80	92	960
2012	58	59	66	76	70	81	111	87	62	69	71	75	885
2011	64	57	45	52	52	70	71	63	52	62	54	70	712
2010	72	53	63	45	67	67	55	52	59	53	63	49	698
2009	79	48	60	53	74	71	65	71	46	45	50	61	723
2008	50	68	50	52	53	53	65	60	48	64	50	84	697
2007	47	84	68	59	54	63	66	65	54	41	57	87	745
2006	41	33	35	46	59	59	58	40	40	62	56	56	585

As one can see the NLFD has had a steady increase in call volume over the years. 2016 was another record breaking year for the NLFD, and since 2006 the department has experienced a 94% increase to call percentage.

Fire District	Average Response Time
North Liberty	9:29
Madison Township	13:11
Penn Township	12:39

Dispatch time to 1st Arriving NLFD Unit; include emergent and non-emergency responses.

