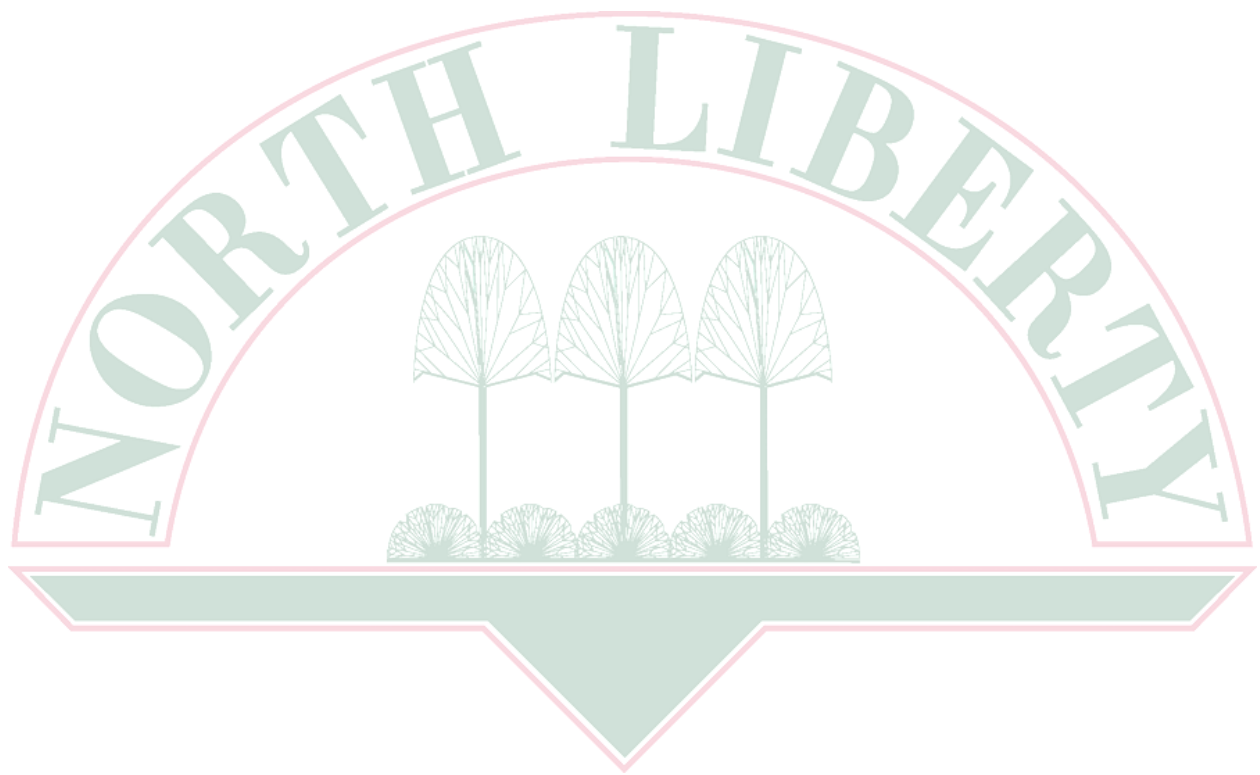




North Liberty City Council

June 27, 2017
Regular Session

City Administrator Memo





City Council Memo

for June 27, 2017

from the desk of Ryan C. Heiar

Meetings & Events

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

Tuesday, Jul 4
Independence Day – City
Offices Closed

Wednesday, Jul 5 at 6:30p.m.
Planning Commission

Thursday, Jul 6 at 7:00p.m.
Parks & Recreation
Commission

Saturday, Jul 8
North Liberty Blues & BBQ

Tuesday, Jul 11 at 6:30p.m.
City Council

Wednesday, Jul 12 at 7:00p.m.
Tree & Storm Water Board

Consent Agenda

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

- City Council Minutes (06/13/17)
- Claims
- May Revenues
- Liquor Licenses
 - Casey's #2788
 - Azul Tequila*
- Change Order #5, Phase I Water System Improvements
Division I Water System Improvements, Portzen Construction,
Inc., \$20,635.00
- Pay Application #8, Phase I Water System Improvements
Division I Water System Improvements, Portzen Construction,
Inc., \$1,534,923.52
- Change Order #4, North Liberty Road Improvements, Metro
Pavers, Inc., \$3,036.47
- Cigarette/Tobacco/Nicotine/Vapor Permits
 - J & A Tap
 - The Station LLC/Station II
 - Three Brothers Liquors LLC/Johnny's Liquor Store
 - Kum & Go #507
 - Walgreens #11710
 - Casey's General Store #2788, (Kansas Avenue)
 - Casey's General Store #2479 (W. Zeller Street)
 - Gasby's
 - LD Express
 - Fareway Stores, Inc. #993
 - Smokin' Joe's Tobacco & Liquor Outlet #12

*Earlier this year staff recommended denial (and Council approved) of the Azul Tequila liquor license until they came into compliance with the health department regulations. Azul Tequila is now in compliance and staff is recommending approval of the license.

Ryan C. Heiar, City Administrator

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

Colony Pumpkin Patch

The Colony Pumpkin Patch operation on South Front Street has been growing in size and scope over the past few years. The property it is held on is not within the corporate limits of North Liberty but is bounded by North Liberty residential neighborhoods on the north and south (see included map). The County has this year notified the owners that a special use permit is needed for them to continue, and that permit is based on uses being agricultural-educational. When the County staff reviewed the special use application subsequently submitted by the owners, part of the operation was judged not to be educational and was not approved, and the owners are appealing that decision to the County Board of Adjustment. At issue is an attraction they identify as a "Corn Cannon/Shootout." As you may recall, we have a Fringe Area Agreement with the County, and Council input for certain types of projects that might impact the City are referred to you for input before the County makes formal decisions. Please understand, while the Council is being asked for input, the final decision lies with the County Board of Adjustment. Options the Council might want to consider include:

- Take no action (make no recommendation)
- Recommend approval of the appeal
- Recommend denial of the appeal
- Recommend approval of the appeal, but with conditions

While this operation generates significantly more traffic volume and noise than would general residential neighborhood activity, to my knowledge we have not received any complaints about the operation from adjacent property owners. That being said, if the operation continues to grow and this seasonal event operates more regularly and with higher intensity it is likely we could hear from adjacent property owners.

Police Station Project

The agenda includes a public hearing and resolution authorizing the City to enter into a loan agreement not to exceed \$5 million for the police station project. If approved, the City will be authorized to borrow this money in the future when project expenses are more defined. In other words, if the resolution is adopted the City will have a secured funding method in place and can begin design of the project immediately.

At the previous meeting Mayor Donahue requested staff to work with Shive Hattery to provide additional information about Shive's Design team and projects they have worked on specific to public safety. That information is included in your packet and Brian Gotwals and Michael Lewis from Shive Hattery will be at Tuesday's meeting to address any questions. In addition, the link below also provides information about Shive Hattery's involvement in public safety related projects:

<http://www.shive-hattery.com/Projects/Civic-Justice.aspx>

Staff is looking for direction on whether to move forward with Shive Hattery on a design proposal or start an RFP/Q process. As previously stated, staff is recommending to continue using Shive Hattery for several reasons:

- We believe they have a qualified and experienced team for this type of project
- We can move forward immediately
- While saving money has been stated as a reason to evaluate other designs firms, we believe that starting an RFP/Q process at this time will add additional time and money to this project

Squash Bend/Alliant Energy Development

The Developers Agreement and Storm Water Management Agreement required for approval of the Squash Bend final plat are complete and recommended for approval. Also recommended for approval at this time is the final plat to create the lot intended to be used by Alliant Energy for a new substation. The last part of the plan, the site plan, is on the July Planning Commission agenda for consideration. Please note that Alliant has been outstanding to work with throughout this process.

Highway 965 Honorary Renaming to Ranshaw Way

Letters have been sent to property owners with a Highway 965 address explaining the honorary renaming to Ranshaw Way (letter included in packet). To date, no comments or feedback have been received. Staff is recommending approval of the included resolution and if approved, new street signs will be ordered. The Communications Team is planning for a small renaming event in conjunction with the August 11th finale of this year's Summer Lunch and Fun program where a new street sign will be unveiled. All new street signage should be installed by the fall.

North Liberty Blues and BBQ Special Event Permit

The Blues and BBQ Committee is requesting use of Centennial Park the weekend of July 7 for the 2017 event, which will mark 11 years of this celebration. In addition to approving the use of the park, the resolution is approving the use of City equipment, property and staff time. Additional information about this year's event can be found at <http://northlibertyblues.org/>.

ICCSD Easement Agreements

A series of easement agreements are before the Council with a staff recommendation for approval prior to Liberty High School opening its doors. The Offsite Sanitary Sewer, Storm Sewer, Water Main and Public Utility Easement Agreement was not previously identified and included on the final plat. The others are related to easement areas identified on the final plat and provide detail as to the rights and responsibilities of ICCSD and the City. The final plat, the site plan and the BMP agreement for the Liberty High School property were previously approved.

Arby's Trail Agreement

When the Arby's site plan was approved it included a five foot sidewalk along its western boundary. The North Liberty Trails Plan calls for this piece of walkway to be designated as a trail with an 8' walk. The Arby's owner has agreed to help accommodate the trail by providing an easement and adding 3' of width when they install the walk. The agreement states that the City will pay for the additional costs of the sidewalk (difference between 5' and 8') as well as for the easement. Completing this work now will prevent throwaway costs and other potential obstacles in the future when the site is fully developed. Staff is recommending approval of the agreement. The completion of this project will leave a section of 4' sidewalk between Madison Avenue and just south of Penn Court, which is tentatively scheduled to be widened in the FY 19 CIP.

Ranshaw House Project

One bid was received for this project from Tricon Construction in the amount of \$214,000, which is \$64,000 (43%) over the engineer's estimate of \$150,000. Staff and the project engineer are

recommending rejecting this bid and rebidding the project later this year. The bid summary and recommendation letter from Shive Hattery are included in your packet. We're hopeful that this fall the bidding environment for these smaller projects will be improved.

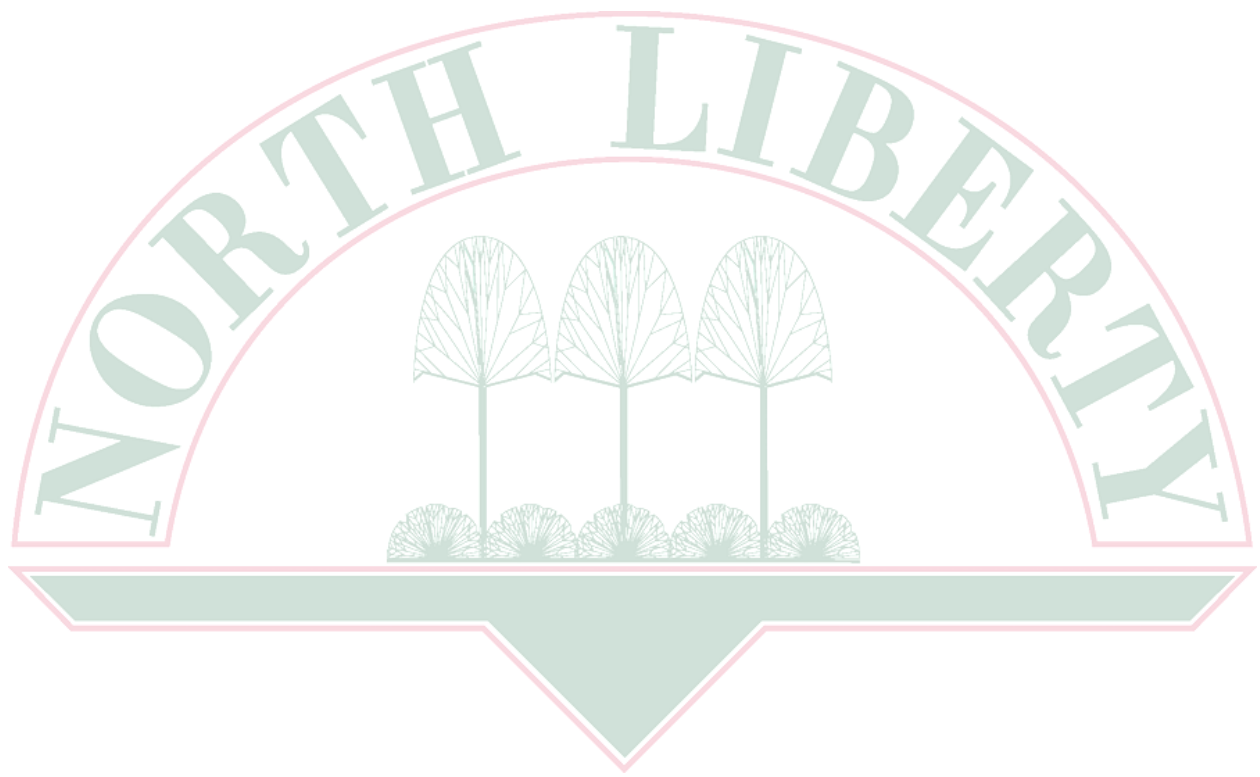
Zoning Ordinance Amendment, 1st Reading

In 2015, when the CBJ site plan for The Villas at Liberty Executive Park was approved, there was a recommendation to amend the Zoning Ordinance to reduce required parking setbacks from side lot lines from 25 feet to 10 feet, and even though the CBJ site was built to that standard, the amendment was never introduced. Review of the GEICO site plan has brought this to our attention and we recommend that it be approved at this time. The 1st reading of this ordinance is on the agenda for your consideration.

Penn Street/Front Street Design Study

The FY 18 budget includes funds to study and start conceptual design at the intersection of Front Street and Penn Street as well as other potential site distance improvements along Penn Street. A proposal from Shive Hattery is included in your packet and has a price tag of \$49,000. The FY 18 budget includes \$50,000 for this project and staff is recommending approval.

Agenda





AGENDA

North Liberty City Council
June 27, 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, Work and Regular Sessions, June 13, 2017
 - B. Claims
 - C. May Revenues
 - D. Liquor License Renewal, Casey's #2788, Class E Liquor License with Sunday Sales endorsement
 - E. Liquor License Renewal, Azul Tequila, Class C Liquor License with Sunday Sales endorsement
 - F. Phase I Water System Improvements Div. I Water System Improvements, Change Order Number 5, Portzen Construction, Inc., \$ 20,635.00
 - G. Phase I Water System Improvements Div. I Water System Improvements, Pay Application Number 8, Portzen Construction, Inc., \$ 1,534,923.52
 - H. North Liberty Road Improvements, Change Order Number 4, Metro Pavers, Inc., \$3,036.47
 - I. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for J & A Tap
 - J. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Station LLC/Station II
 - K. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Three Brothers Liquors LLC/Johncy's Liquor Store
 - L. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kum & Go #507
 - M. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Walgreens #11710
 - N. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2788, 595 N. Kansas Avenue
 - O. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2479, 625 W. Zeller Street
 - P. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Gasby's

- Q. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for LD Express
 - R. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Fareway Stores, Inc. #993
 - S. FY 2018 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Smokin' Joe's Tobacco & Liquor Outlet #12
- 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. Colony Pumpkin Patch
 - A. Public Comment
 - B. Discussion and possible action regarding County Variance/Appeal and Conditional Use Requests
 - 13. Police Station
 - A. Public Hearing on Proposal to Enter into a General Obligation Police Station Loan Agreement
 - B. Resolution Number 2017-66, Resolution Taking Additional Action on Proposal to Enter into a General Obligation Loan Agreement
 - C. RFP discussion
 - 14. Squash Bend/Alliant Energy Final Plat
 - A. Resolution Number 2017-67, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and Interstate Power and Light Company that establishes the terms and conditions under which stormwater management facilities will be maintained in Lot 1, Squash Bend First Addition in the City of North Liberty, Iowa
 - B. Resolution Number 2017-68, A Resolution approving the Developer's Agreement between the City of North Liberty, Centro Inc. and Interstate Power and Light Company that establishes the terms and conditions under which Squash Bend First Subdivision will be developed in the City of North Liberty, Iowa
 - C. Resolution Number 2017-69, A Resolution approving the Final Plat and accepting the improvements for Squash Bend First Addition, North Liberty, Iowa
 - 15. Highway 965 Renaming
 - A. Resolution Number 2017-71, A Resolution approving the co-naming of Highway 965 in the City limits of North Liberty to Ranshaw Way

16. Blues and BBQ Permit

- A. Resolution Number 2017-72, A Resolution authorizing the use of Centennial Park and city equipment for North Liberty Blues and BBQ

17. ICCSD Agreement

- A. Resolution Number 2017-73, A Resolution approving the Sanitary Sewer Easement Agreement between the Iowa City Community School District and the City of North Liberty, Johnson County, Iowa
- B. Resolution Number 2017-74, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and the Iowa City Community School District that establishes the terms and conditions under which stormwater management facilities will be maintained in Liberty High School Subdivision in the City of North Liberty, Iowa
- C. Resolution Number 2017-75, A Resolution approving the Storm Sewer and Drainage Easement Agreement between the Iowa City Community School District and the City of North Liberty, Johnson County, Iowa
- D. Resolution Number 2017-76, A Resolution approving the Utility Easement Agreement between the Iowa City Community School District and the City of North Liberty, Johnson County, Iowa
- E. Resolution Number 2017-77, A Resolution approving the Water Main Easement Agreement between the Iowa City Community School District and the City of North Liberty, Johnson County, Iowa
- F. Resolution Number 2017-78, A Resolution approving the Offsite Sanitary Sewer, Storm Sewer, Water Main and Public Utility Easement Agreement between the Iowa City Community School District and the City of North Liberty, Johnson County, Iowa

18. Arby's Sidewalk Trail Agreement

- A. Resolution Number 2017-79, A Resolution approving the Public Sidewalk Trail Easement Agreement between Restaurant Concepts, Inc. and the City of North Liberty, Johnson County, Iowa

19. Ranshaw House Project - 2017

- A. Discussion and possible action regarding the bid received for the Ranshaw House Project - 2017

20. FY 2018 Capital Projects

- A. Resolution Number 2017-70, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for Penn Street Study and Preliminary Engineering

21. Zoning Ordinance Amendment

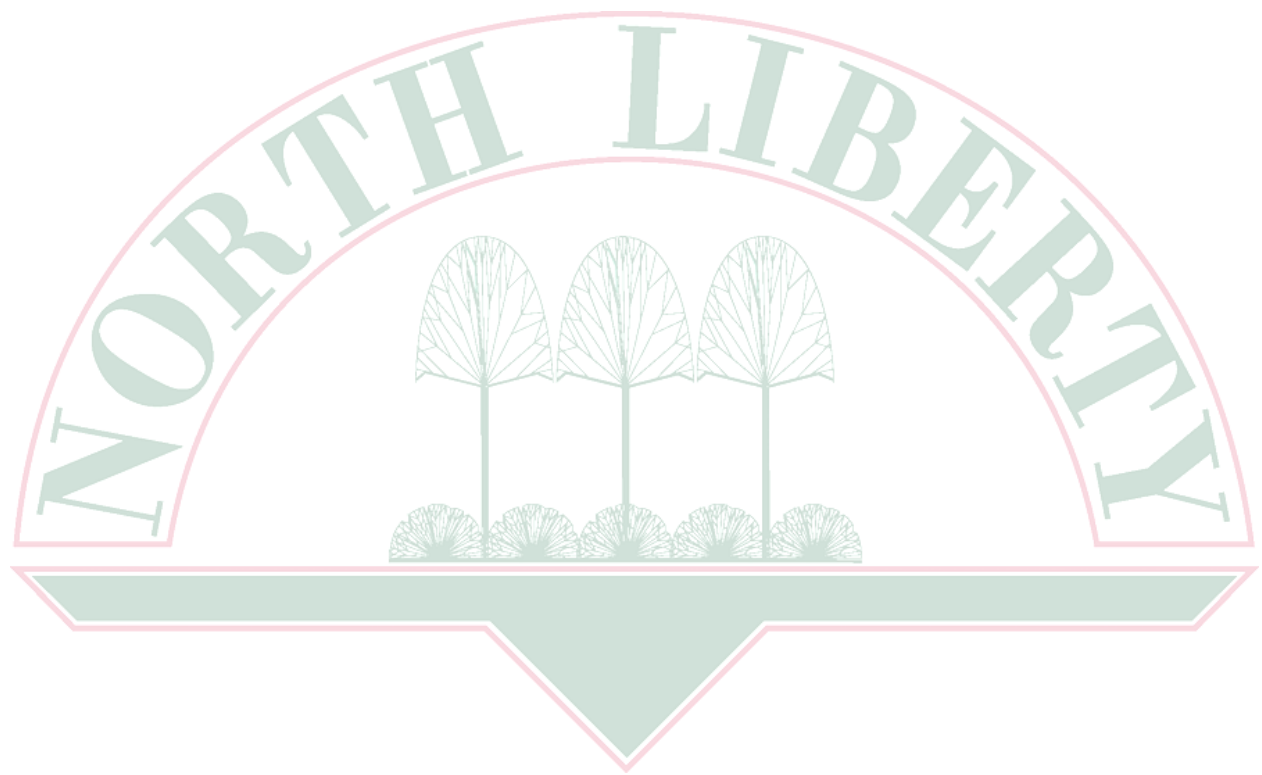
- A. Public Hearing regarding proposed zoning ordinance amendment amending side lot line setbacks in the O/RP Zoning District
- B. First Consideration of Ordinance Number 2017-08, An Ordinance amending Chapter 169 “Zoning Code – Development Regulations” of the North Liberty Code of Ordinances to implement changes to the Bulk Regulations of the O/RP Zoning District

22. Old Business

23. New Business

24. Adjournment

Consent Agenda





Minutes

North Liberty City Council
June 13, 2017
Work Session
Regular Session

Call to order

Mayor Terry Donahue called the June 13, 2017 Work and Regular Session of the North Liberty City Council to order. Councilors present: Chris Hoffman, Sarah Madsen, Annie Pollock, Jim Sayre and Brian Wayson. Park Board members present: Matt Eckhardt, Jef Farland, Scott Stahmer, and Jeff Kellbach.

Others present: Ryan Heiar, Tracey Mulcahey, Scott Peterson, Kevin Trom, Dean Wheatley, Megan Benischek, Shelly Simpson, Brian Motley, Dave Schwartz, Ashley Kipp and other interested parties.

Joint Work Session with Park Board

Dave Schwartz, Waters Edge Aquatic Design presented the Aquatics Study. Council discussed the report with Schwartz and the Park Board. Mayor Donahue requested that the Park Board create a recommendation plan of priorities and/or phasing for the next two to five years and bring it back to the City Council. The Council recessed at 6:36 p.m.

At 6:42 p.m., Council moved into the Regular Session.

Approval of the Agenda

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

Consent Agenda

Wayson moved, Hoffman seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on May 23, 2017; the attached list of Claims; the Liquor License Renewal for Smokin' Joes, Class E Liquor License, Class B Wine Permit, Class C Beer Permit (Carryout Beer) with Sunday Sales endorsement; the Liquor License Renewal for Kum & Go, Class E Liquor License, Class B Wine Permit, Class C Beer Permit (Carryout Beer) with Sunday Sales endorsement; the Liquor License Renewal, El Taquito, Class C Liquor License; the Liquor License Application for the Iowa Craft Beer (Blues and BBQ), Class B Beer License with Outdoor Service endorsement; Change Order #3 for the North Liberty Road Project to Metro Pavers, Inc. in the amount of \$2,654.09; Pay Application #4 for the North Liberty Road Project to Metro Pavers in the amount of \$98,377.55; SRF Sponsored Water Quality Project, Pay Application #9 to Metro Pavers in the amount of \$275,462.46; Penn Street Project, Pay Application #2 to Streb Construction, Co., Inc. in the amount

of \$270,069.85; Penn Street Project, Pay Application #3 to Streb Construction, Co., Inc. in the amount of \$334,425.40; Phase I Water System Improvements, Division III – Well Construction and Rehabilitation, Pay Application #6 to Gingerich Well and Pump Service, \$77,035.50; and Phase II WWTP Improvements, Pay Application #21 to Tricon Construction Group in the amount of \$256,519.86. The vote was all ayes. Motion carried.

Public Comment

No public comment was offered.

City Planner Report

City Planner Wheatley reported on the use of the midday transit usage. Council discussed the report with Wheatley.

City Engineer Report

City Engineer Trom reported on the progress on the Water Plant Project. Highway 965, Phase 3 easements and acquisition plats are being prepared. The next plan submittal is in July. North Liberty Road, Phase 2 contractor is catching up on the project with the dry weather. The Penn Street Project will be shifting construction from the south side to the north side later this week. The project is way ahead of schedule. The Water Storage Maintenance and Brine Project contractor will be mobilizing later this week. It will be tight and tough with two contractors working on the same site. The SRF Sponsored Water Quality Project final site review meeting was held last week. The contractor is working on the punch list items. Council discussed the report with Trom.

City Attorney Report

City Attorney Peterson reported that he will wait on the fireworks discussion until the agenda item.

Assistant City Administrator Report

Assistant City Administrator Mulcahey reported that the Summer Lunch Program has served over 1,000 lunches in the first seven days. The Ranshaw House Project is on the agenda tonight. Mulcahey will be attending financial training for the COPS program in DC in September. She was a part of a promotional video by IFA regarding the SRF Sponsored Water Quality Project.

City Administrator Report

City Administrator Heiar reported that he attended the Johnson County Supervisors meeting last week with Mayor Donahue and Kevin Trom. A resolution of support for the RISE application was requested. Heiar attended the IDOT Commission meeting this morning. He and Kelly Hayworth jointly presented on projects that have benefitted from State aid. They thanked the board for funding and received positive feedback on the joint presentation by the two communities. Heiar provided an update on the Fire Chief search process.

Mayor Report

Mayor Donahue reported on the CIT meeting. He met with a broadcasters group in Cedar Rapids to discuss primary issues that are facing local governments now and in the immediate future. Donahue met with the Mayor of Iowa City and the Mayor of Coralville for general discussion. The City of Iowa City is facing a change in occupancies in single family homes due to a state code change. Iowa City has implemented a moratorium in this area to sort out the issues prior to allowing the flood of permits received to be approved.

Board and Commission Appointments

Mayor Donahue thanked appointees for their service on boards and commissions in the past term, Josh Covert (Planning and Zoning Commission), Sue Nelson (Library Board), Barbara Beaumont (Library Board County representative), Bryon Gattas (Communications Commission), Thomas Stoeffler (Tree and Storm Water Board) and Gary McDowell (Tree & Storm Water Board).

Mayor Donahue's appointment for Council approval include: Planning Commission appointments – Ronda Detlefsen, Adam Gebhart and Becky Keogh; Board of Adjustment appointment – Krystin Erenberger; Parks and Recreation appointments – Jami Maxson and Scott Stahmer; Tree and Stormwater Board appointments –Eric Beck, Jessica Marks and Hunter Schmitt; Library Board appointment – Jessica Beck; Communications Commission appointments – Valerie Hoffman and Jennifer Goings; and Cemetery Board appointment – Don Koss. Madsen moved, Sayre seconded to approve Mayoral board appointments effective July 1, 2017. The vote was all ayes. Motion carried.

Police Station Update

Heiar presented information regarding the proposed Police Station Project. The Council consensus was to size the facility at 15,000 square feet. The RFQ process was discussed. Council discussed RFQ process. The consensus on conducting an RFQ was split. The Mayor requested that Shive-Hattery provide project sheets on Police Department projects completed.

FY 18 Salary Resolution

Heiar presented information regarding the proposed salary resolution. Hoffman moved, Madsen seconded to approve Resolution Number 2017-57, A Resolution authorizing salaries and hourly wages for City employees for the Fiscal Year of July 1, 2017 through June 30, 2018. The vote was: ayes – Wayson, Pollock, Madsen, Hoffman, Sayre; nays – none. Motion carried.

Mickelson First Addition

Sayre moved, Hoffman seconded to approve Resolution Number 2017-58, A Resolution approving the Developer's Agreement between the City of North Liberty and Hodge Construction Company that establishes the terms and conditions under which Mickelson First Addition will be developed in the City of North Liberty, Iowa. After discussion, the vote was: ayes – Pollock, Hoffman, Wayson, Sayre, Madsen; nays – none. Motion carried.

Ranshaw House Project - 2017

Mulcahey presented information regarding the Ranshaw House Project. At 7:28 p.m., Mayor Donahue opened the public hearing regarding proposed plans, specifications, form of contract and estimate of cost for the Ranshaw House Project – 2017. No oral or written comments were received. The public hearing was closed.

Hoffman moved, Wayson seconded to approve Resolution Number 2017-59, A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Ranshaw House Project – 2017. After discussion, the vote was: ayes – Hoffman, Wayson, Pollock, Madsen; nays – Sayre. Motion carried.

Forevergreen Road Improvements

At 7:29 p.m., Mayor Donahue opened the public hearing regarding the Forevergreen Road Improvements Project. No oral or written comments were received. The public hearing was closed.

Pollock moved, Madsen seconded to approve Resolution Number 2017-60, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Forevergreen Road

Improvements Project. The vote was: ayes- Sayre, Pollock, Wayson, Madsen, Hoffman; nays – none. Motion carried.

Backflow Prevention

Sayre moved, Pollock seconded to approve Resolution Number 2017-61, A Resolution correction Section Number for Ordinance Number 2017-03. The vote was: ayes – Sayre, Madsen, Pollock, Hoffman, Wayson; nays – none. Motion carried.

Hoffman moved, Madsen seconded to approve Resolution Number 2017-62, A Resolution establishing Backflow Prevention Annual Certification Report Fees. The vote was: ayes – Sayre, Madsen, Hoffman, Wayson, Pollock; nays – none. Motion carried.

RISE Application

Heiar presented information regarding the RISE resolution of support. Hoffman moved, Sayre seconded to approve Resolution Number 2017-63, A Resolution authorizing the submittal of an application to the Iowa Department of Transportation for funding through the Revitalize Iowa's Sound Economy (RISE) Program. The vote was: ayes – Madsen, Hoffman, Pollock, Sayre, Wayson; nays – none. Motion carried.

Fireworks

Peterson presented information regarding the proposed fireworks moratorium and provided an update relating to fireworks. Council discussed the proposed resolution and the termination date. Peterson stated that if council wants to include an end date, he would recommend August 15. Hoffman moved, Pollock seconded to approve Resolution Number 2017-64, A Resolution establishing a temporary moratorium on the sale of fireworks in North Liberty. Hoffman moved to amend the motion to include the end date of August 15, Pollock seconded. After discussion, the vote was: ayes – Hoffman, Madsen, Wayson, Pollock, Sayre; nays – none. Motion carried.

Reimbursement Resolution

Heiar presented information regarding the reimbursement resolution. Hoffman moved, Wayson seconded to approve Resolution Number 2017-65, A Resolution relating to the financing of certain proposed projects to be undertaken by the City of North Liberty, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code. The vote was: ayes – Pollock, Sayre, Wayson, Madsen, Hoffman; nays – none. Motion carried.

Water Rate Ordinance

Pollock moved, Sayre seconded to approve the third consideration and adoption of Ordinance Number 2017-06, An Ordinance amending Chapter 92.02, entitled "Rates for Service," of the Municipal Code of North Liberty by adopting a new Section 92.02 to increase the charges for water used. The vote was: ayes – Wayson, Pollock, Madsen, Sayre, Hoffman; nays – none. Motion carried.

Sewer Rate

Wayson moved, Sayre seconded to approve the third consideration and adoption of Ordinance Number 2017-07, An Ordinance amending Chapter 99.02 entitled, "Rate," of the Municipal Code of North Liberty by adopting a new Section 99.02 to increase the charges for sanitary sewer services. The vote was: ayes – Pollock, Madsen, Sayre, Wayson, Hoffman; nays – none. Motion carried.

Old Business

Councilor Pollock reminded all that the 2017 Community Satisfaction Survey is due by June 19. Wheatley advised that a joint meeting with the Planning Commission will be scheduled soon. The

two groups will be reviewing the land use plan and the park plan and how they overlay. Councilor Sayre asked about an upcoming council training session. Sayre asked for additional information on the Fire Department spike in EMS calls.

New Business

No new business was offered.

Adjournment

Mayor Donahue adjourned the meeting at 7:49 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest:

Tracey Mulcahey, City Clerk

MAY 31ST, 2017

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	390,236.06	9,771,538.02
011-FIRE EQUIPMENT CAPITA	45.00	1,545.00
012-LIBRARY CAPITAL FUND	1,225.56	14,484.14
013-RECREATION CAPITAL FU	0.00	1,274.00
014-POLICE CAPITAL FUND	6,231.27	46,855.74
015-TRANSPORTATION IMPACT	0.00	787,045.09
016-STORMWATER IMPACT FEE	0.00	0.00
017-TREE PROGRAM	0.00	1,000.00
018-PARK CAPITAL FUND	690,185.90	2,296,506.93
019-YOUTH SPORTS SCHOLARS	150.41	15,022.04
020-EQUIPMENT REVOLVING	175.49	2,788.91
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	2,368.72	7,218.28
025-POLICE SEIZED FUNDS	0.00	0.00
060-ROAD USE TAX FUND	143,889.13	1,755,903.32
061-STREET CAPITAL PROJEC	3,079,800.00	4,449,261.05
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	143,250.42	4,354,617.03
110-DEBT SERVICE FUND	2,870,358.92	6,424,270.68
210-TRUST AND AGENCY	28,648.86	1,410,438.69
280-CUSTOMER DEPOSITS	17,360.00	148,170.00
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	298,799.87
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	2,140,200.00	2,244,000.13
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	0.00
322-LIBRARY BUILDING FUND	10.54	8,315.46
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	246.08	246.08
510-WATER FUND	277,082.49	3,023,228.68
511-WATER CAPITAL RESERVE	0.00	82,496.00
512-WATER SINKING FUND	77,057.08	2,052,138.53
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	1,350,622.71	3,887,038.38
520-SEWER FUND	343,482.67	3,736,677.47
521-SEWER CAPITAL RESERVE	17,125.00	365,339.00
522-SEWER SINKING FUND	113,135.33	1,244,488.63
523-WASTEWATER TREATMENT	1,004,068.71	4,974,502.47
524-SEWER TRUNK AND I&I	0.00	3,017,135.61
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	16,942.00	432,761.36
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	12,713,898.35	56,855,106.59

Applicant License Application (LE0001945)

Name of Applicant: <u>CASEY'S MARKETING</u>		
Name of Business (DBA): <u>CASEY'S GENERAL STORE #2788</u>		
Address of Premises: <u>595 N KANSAS AVE</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business	<u>(319) 665-6030</u>	
Mailing	<u>PO Box 3001</u>	
City <u>Ankeny</u>	State <u>IA</u>	Zip: <u>500218045</u>

Contact Person

Name	<u>JESSICA FISHER, Store Operations</u>		
Phone:	<u>(515) 446-6404</u>	Email	<u>JESSICA FISHER@caseys.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 07/15/2017

Expiration Date: 07/14/2018

Privileges:

Class B Native Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType:	<u>Publicly Traded Corporation</u>		
Corporate ID Number:	<u>184278</u>	Federal Employer ID	<u>42-1435913</u>

Ownership

**42-0935283 CASEY'S GENERAL
STORES, INC.**

First Name: 42-0935283

Last Name: CASEY'S GENERAL STORES, INC.

City: ANKENY

State: Iowa

Zip: 50021-804

Position: OWNER

% of Ownership: 100.00%

U.S. Citizen: Yes

MICHAEL RICHARDSON

First Name: MICHAEL

Last Name: RICHARDSON

City: PLEASANT HILL

State: Iowa

Zip: 50327

Position: PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

JULIA L. JACKOWSKI

First Name: JULIA L.

Last Name: JACKOWSKI

City: URBANDALE

State: Iowa

Zip: 50322

Position: SECRETARY

% of Ownership: 0.00%

U.S. Citizen: Yes

James Pistillo

First Name: James

Last Name: Pistillo

City: Urbandale

State: Iowa

Zip: 50323

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

JOHN SOUPENE

First Name: JOHN

Last Name: SOUPENE

City: ANKENY

State: Iowa

Zip: 50023

Position: VICE-PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 07/15/2017

Policy Expiration 01/01/1900

Bond Effective 2

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: Casey's General Store #2788

Name of Business (DBA): _____

Address of Business: 595 N. Kansas Ave. North Liberty IA

Business Phone & Email: 319-665-6030

City of North Liberty:

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

City Official

North Liberty Fire Department:

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

Fire Inspector



5/3/17

Johnson County Health Department:

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

Johnson County Public Health Official

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

**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: Casey's General Store #2788

Name of Business (DBA): _____

Address of Business: 595 N. Kansas Ave. North Liberty IA

Business Phone & Email: 319-665-6030

City of North Liberty:

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

City Official

Tom Palmer

Digitally signed by Tom
Palmer
Date: 2017.05.08
14:58:26 -05'00'

North Liberty Fire Department:

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

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official

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

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

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

Legal Name of Applicant: Casey's General Store #2788

Name of Business (DBA): _____

Address of Business: 595 N. Kansas Ave. North Liberty IA

Business Phone & Email: 319-665-6030

City of North Liberty:

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

City Official _____

North Liberty Fire Department:

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

Fire Inspector _____

Johnson County Health Department:

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

Johnson County Public Health Official

 5/19/17

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



North Liberty Police Department

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

May 17, 2017

Liquor License Check

Business: Casey's General Store #2788
595 N. Kansas Ave
North Liberty, IA 52317

Owners: Michael Richardson (DOB: 1956)
Robert C. Ford (DOB: 1957)
Julia L. Jackowski (DOB: 1966)
James Pistillo (DOB: 1971)

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

I recommend the license be granted.

Sergeant Chris Shine





North Liberty Fire Department

Occupancy: **Casey's General Store (Kansas Ave.)**

Address: **595 N Kansas AVE Building #610402001**

North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **5/3/2017**

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

Time In: **10:30**

Time Out: **11:00**

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

Knox Box - Keys Current

506.2 Key box maintenance. The operator of the building shall immediately notify the fire code official and provide the new key where a lock is changed or re-keyed. The key to such lock shall be secured in the key box. 506.1 An approved key box shall be installed in accordance to the City of North Liberty Ordinance 15.34, Key Lock Box.

Status: PASS

Notes:

Gas Meter Protected and Accessible

603.9 Gas meters. Above-ground gas meters, regulators and piping subject to damage shall be protected by a barrier complying with Section 312 or otherwise protected in an approved manner. 312.2 Posts. Guard posts shall comply with all of the following requirements: 1. Constructed of steel not less than 4 inches in diameter and concrete filled. 2. Spaced not more than 4 feet between posts on center. 3. Set not less than 3 feet deep in a concrete footing of not less than a 15-inch diameter. 4. Set with the top of the posts not less than 3 feet above ground. 5. Located not less than 3 feet from the protected object.

Status: N/A

Notes:

Fire Lane / Access Roads Unobstructed

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

Status: N/A

Notes:

Address Posted & Visible

505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch. From 100-199 ft from the street the number shall be a minimum of 6 inches high with a minimum stroke of 0.5 inches. From 200-299 ft from the street the number shall be a minimum of 8 inches high with a minimum stroke of 0.5 inches. For each additional 100 ft from the street, the number shall increase by an additional 2 inches in height. Measurements to determine the minimum number size shall be measured from the approved address location to the center line of the street for which the premises is addressed. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure.

Status: PASS

Notes:

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: N/A

Notes:

Premise Free of Ignitable Vegetation

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with the International Wildland-Urban Interface Code.

Status: N/A

Notes:

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: N/A

Notes:

Fire Extinguishers

Fire Extinguisher Required Location

906.1 Where required. Portable fire extinguishers shall be installed in the following locations. 1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.

Status: PASS

Notes:

Fire Extinguisher Minimum Size/Rating - 2-A:10-BC

906.3 Size and distribution. The size and distribution of portable fire extinguishers shall be in accordance with Sections 906.3.1 through 906.3.4. The minimum rating of any required portable fire extinguisher for Class A, Class B, or Class C hazard shall be 2-A, 10-B C.

Status: PASS

Notes:

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: PASS

Notes:

Fire Extinguisher Monthly Inspection - Initial & Date Tag

NFPA 10: Standard for Portable Fire Extinguishers, 2013 Edition, Section 7.2.1.2 Fire extinguishers and Class D extinguishing agents shall be visually inspected at intervals not exceeding 31 days. Documentation of the visual inspection shall be recorded on the backside of the inspection tag (Date & Initials) or on a log book.

Status: PASS

Notes:

Fire Extinguisher Maximum Travel distance - 75 Feet

TABLE 906.3(1) FIRE EXTINGUISHERS FOR CLASS A FIRE HAZARDS Maximum distance of travel to extinguisher is 75 feet.

Status: PASS

Notes:

Fire Extinguisher Unobstructed & Unobscured

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

Status: PASS

Notes:

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

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

Status: PASS

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: PASS

Notes:

Emergency Lights & Exit Signs

Emergency Lighting - Required Location

1008.1 Means of egress illumination. Illumination shall be provided in the means of egress in accordance with Section 1008.2. Under emergency power, means

Status: PASS

Notes:

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: PASS

Notes:

Exit Signs - Required Location

1013.1 Where required. Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign. Exceptions: 1. Exit signs are not required in rooms or areas that require only one exit or exit access. 2. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the fire code official. 3. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 or R-3. 4. Exit signs are not required in dayrooms, sleeping rooms or dormitories in occupancies in Group I-3. 5. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

Status: PASS

Notes:

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: PASS

Notes:

Electrical Rooms / Electrical Wiring

Electrical Rooms Labeled

605.3.1 Labeling. Labeling. Doors into electrical control panel rooms shall be marked with a plainly visible and legible sign stating ELECTRICAL ROOM or similar approved wording.

Status: PASS

Notes:

Electrical Equipment - 3 Feet Clearance in Front of Panel

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

Status: PASS

Notes:

Electrical Panels - Breakers Labeled

605.3.1 Labeling. The disconnecting means for each service, feeder or branch circuit originating on a switchboard or panelboard shall be legibly and durably marked to

Status: PASS

Notes:

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: PASS

Notes:

No Multiplug Adapters

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

Status: PASS

Notes:

No Extension Cords

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

Status: PASS

Notes:

Surge Protector - Proper Installation

605.4.1 Power tap design. Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363. 605.4.2 Power supply. Relocatable power taps shall be directly connected to a permanently installed receptacle. 605.4.3 Installation. Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.

Status: PASS

Notes:

Fire Hydrants

3 Feet Clear Space Around Fire Hydrants

507.5.5 Clear space around hydrants. A 3-foot clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved.

Status: PASS

Notes:

Fire Hydrant Facing Street or Driveway

Section 507.5.7.2 Fire hydrant outlet direction: All fire hydrants shall be positioned so that the four and one-half (4 1/2) inch connection is facing the street or driveway accessible to fire department apparatus.

Status: PASS

Notes:

Fire Hydrant at Least 18" Above Grade

Section 507.5.7.5 Fire Hydrant height: Fire hydrants shall be installed a minimum of eighteen (18) inches from the nominal ground level to the center of the lowest water outlet.

Status: PASS

Notes:

Fire Hydrant Protected

507.5.6 Physical protection. Where fire hydrants are subject to impact by a motor vehicle, guard posts or other approved means shall comply with Section 312. 312.2 Posts. Guard posts shall comply with all of the following requirements: 1. Constructed of steel not less than 4 inches in diameter and concrete filled. 2. Spaced not more than 4 feet between posts on center. 3. Set not less than 3 feet deep in a concrete footing of not less than a 15-inch diameter. 4. Set with the top of the posts not less than 3 feet above ground. 5. Located not less than 3 feet from the protected object.

Status: PASS

Notes:

Fire Alarm System

Fire Alarm Panel Room Door Labeled

509.1 Identification. Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. Approved signs required to identify fire protection equipment and equipment location shall be constructed of durable materials, permanently installed and readily visible. - Doors to the room where the Fire Alarm Panel is located shall be labeled "Fire Alarm Panel".

Status: N/A

Notes:

Fire Alarm System Annual Inspection - Current Inspection Tag

901.6.1 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 901.6.1. Fire Alarm Systems shall be inspected annually. A written copy of the inspection report shall be kept on-site and an electronic copy on file with the North Liberty Fire Department through <http://www.thecomplianceengine.com/>.

Status: N/A

Notes:

Manual Pull Station Accessible & Unobstructed

907.4.2.6 Unobstructed and unobscured. Manual fire alarm boxes shall be accessible, unobstructed, unobscured and visible at all times.

Status: N/A

Notes:

Fire Alarm System Monitored

Section 1103.1.2 Existing fire alarm systems monitoring requirements. Existing fire alarms systems that are currently not monitored by an approved UL listed Central Station shall become monitored within 1 year from receiving notice in accordance with section 907.6.6.

Status: N/A

Notes:

Fire Department Connection

Automatic Sprinkler Fire Department Connection (FDC) Visible

912.2.2 Existing buildings. On existing buildings, wherever the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches high and words in letters not less than 2 inches high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

Status: N/A

Notes:

Automatic Sprinkler Fire Department Connection (FDC) Labeled - 1" Letters

912.5 Signs. A metal sign with raised letters not less than 1 inch in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable. Where the fire department connection does not serve the entire building, a sign shall be provided indicating the portions of the building served.

Status: N/A

Notes:

Automatic Sprinkler Fire Department Connection (FDC) Knox Locking Caps

Section 912.4.1 Locking fire department connections caps. Locking fire department connections caps approved by the fire department are required for all new construction that have a water-based fire protective system and existing structures that have a water-based fire protective system immediately after conducting the five year obstruction and maintenance testing or if one or more of the fire department caps are missing. Contact your fire sprinkler company to order Knox Locking FDC caps for your fire department sprinkler connection(s).

Status: N/A

Notes:

Fire Sprinkler System

Sprinkler Riser Room Door Labeled

509.1 Identification. Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. Approved signs required to identify fire protection equipment and equipment location shall be constructed of durable materials, permanently installed and readily visible. - Doors to the room where the Fire Sprinkler Control Valves are located shall be labeled "Fire Sprinkler Room".

Status: N/A

Notes:

Fire Sprinkler System Annual Inspection - Current Inspection Tag

901.6.1 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 901.6.1. Fire Sprinkler System is required to be inspected annually. A current inspection tag shall be placed on the sprinkler system riser. A written copy of the inspection report shall be kept on-site and an electronic copy on file with the North Liberty Fire Department through <http://www.thecomplianceengine.com/>.

Status: N/A

Notes:

Sprinkler Valves Labeled

NFPA 25 13.3.1 Control Valves Labeled. Each control valve shall be identified and have a sign indicating the system or portion of the system it controls.

Status: N/A

Notes:

Sprinkler Heads under Obstructions >4 Feet

903.3.3 Obstructed locations. Automatic sprinklers shall be installed with due regard to obstructions that will delay activation or obstruct the water distribution pattern. Automatic sprinklers shall be installed in or under covered kiosks, displays, booths, concession stands or equipment that exceeds 4 feet in width.

Status: N/A

Notes:

Sprinkler Heads under Roll-up/Garage Doors

903.3.3 Obstructed locations. Automatic sprinklers shall be installed with due regard to obstructions that will delay activation or obstruct the water distribution pattern. Automatic sprinklers shall be installed in or under covered kiosks, displays, booths, concession stands or equipment that exceeds 4 feet in width.

Status: N/A

Notes:

Sprinkler Heads in Coolers and Freezers

903.3.1.1 NFPA 13 sprinkler systems. Where the provisions of this code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Sections 903.3.1.1.1 and 903.3.1.1.2. Fire sprinkler heads are required in walk-in coolers & freezers.

Status: N/A

Notes:

Spare Sprinkler Heads in Sprinkler Room - 6 Minimum

NFPA 25 Section 5.4.1.4 Spare Sprinkler Heads. A supply of at least six spare sprinklers (never fewer than six) shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced. The stock of spare sprinklers shall include all types and ratings installed and shall be as follows: (1) For protected facilities having under 300 sprinklers — no fewer than six sprinklers (2) For protected facilities having 300 to 1000 sprinklers — no fewer than 12 sprinklers (3) For protected facilities having over 1000 sprinklers — no fewer than 24 sprinklers

Status: N/A

Notes:

Spare Sprinkler Head Wrench in Sprinkler Room

NFPA 25 Section 5.4.1.6 Sprinkler Wrench A special sprinkler wrench shall be provided and kept in the cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

Status: N/A

Notes:

No Missing Sprinkler Head Escutcheons or Cover Plates

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

Status: N/A

Notes:

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: N/A

Notes:

Standpipe System

Standpipe Cabinets Labeled or Clear Glass

905.7.1 Cabinet equipment identification. Cabinets shall be identified in an approved manner by a permanently attached sign with letters not less than 2 inches high in a color that contrasts with the background color, indicating the equipment contained therein. Exceptions: 1. Doors not large enough to accommodate a written sign shall be marked with a permanently attached pictogram of the equipment contained therein. 2. Doors that have either an approved visual identification clear glass panel or a complete glass door panel are not required to be marked.

Status: N/A

Notes:

Standpipe Cabinets Unobstructed & Unobscured

905.7 Cabinets. Cabinets containing fire-fighting equipment, such as standpipes, fire hose, fire extinguishers or fire department valves, shall not be blocked from use or obscured from view.

Status: N/A

Notes:

Standpipe Caps and Valve Handles Present

NFPA 25 Section 6.1.2 Caps & Handles. Table 6.1.2 shall be used for the inspection, testing, and maintenance of all classes of standpipe and hose systems. If caps or handles are missing, they shall be replaced.

Status: N/A

Notes:

Manual Standpipe FDC Labeled - Wet or Dry

NFPA 14, 2013 Edition Section 6.4.5.2 Each fire department connection shall be designated by a sign, with letters at least 1 in. in height, that reads "STANDPIPE." For manual systems, the sign shall also indicate that the system is manual and that it is either wet or dry.

Status: N/A

Notes:

Combination Standpipe and Automatic Sprinkler FDC Labeled

NFPA 14, 2013 Edition Section 6.4.5.2.1 If automatic sprinklers are also supplied by the fire department connection, the sign or combination of signs shall indicate both designated services (e.g., "STANDPIPE AND AUTOSPKR" or "AUTOSPKR AND STANDPIPE").

Status: N/A

Notes:

Fire Pump

Fire Pump Room Door Labeled

509.1 Identification. Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. Approved signs required to identify fire protection equipment and equipment location shall be constructed of durable materials, permanently installed and readily visible. - Doors to the room where the Fire Alarm Panel is located shall be labeled "Fire Pump"

Status: N/A

Notes:

Other Suppression Systems (FM200, Energen, Etc.)

Other Suppression System Inspection- Current Inspection Tag

904.4 Inspection and testing. Automatic fire-extinguishing systems shall be inspected and tested in accordance with the provisions of this section prior to acceptance. 904.5 Wet-chemical systems- Six-month intervals. 904.6 Dry-chemical systems- Six-month intervals. 904.8 Carbon dioxide systems- 12-month intervals. 904.9 Halon systems- 12-month intervals. 904.10 Clean-agent systems- 12-month intervals.

Status: N/A

Notes:

Other Suppression System Rooms Labeled

904.3.4 Alarms and warning signs. Where alarms are required to indicate the operation of automatic fire-extinguishing systems, distinctive audible, visible alarms and warning signs shall be provided to warn of pending agent discharge. Where exposure to automatic-extinguishing agents poses a hazard to persons and a delay is required to ensure the evacuation of occupants before agent discharge, a separate warning signal shall be provided to alert occupants once agent discharge has begun. Audible signals shall be in accordance with Section 907.5.2.

Status: N/A

Notes:

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: PASS

Notes:

Kitchen Hood System Pull Station Accessible, 10-20 Feet from Hood

904.12.1 Manual system operation. A manual actuation device shall be located at or near a means of egress from the cooking area not less than 10 feet and not more than 20 feet from the kitchen exhaust system.

Status: PASS

Notes:

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: PASS

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: PASS

Notes:

Class K Fire Extinguisher Within 30 Feet

904.12.5 Portable fire extinguishers for commercial cooking equipment. Portable fire extinguishers shall be provided within a 30-foot distance of travel from commercial-type cooking equipment.

Status: PASS

Notes:

One Class K Portable Fire Extinguishers for Every Four Deep Fat Fryers

904.12.5.2 Class K portable fire extinguishers for deep fat fryers. Where hazard areas include deep fat fryers, listed Class K portable fire extinguishers shall be provided as follows: 1. For up to four fryers having a maximum cooking medium capacity of 80 pounds each: one Class K portable fire extinguisher of a minimum 1.5-gallon capacity. 2. For every additional group of four fryers having a maximum cooking medium capacity of 80 pounds each: one additional Class K portable fire extinguisher of a minimum 1.5-gallon capacity shall be provided.

Status: PASS

Notes:

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: PASS

Notes:

Kitchen Hood Drip Tray in Place

2015 International Mechanical Code, Section 507.2.8.2 Filters shall be installed at an angle of not less than 45 degrees from the horizontal and shall be equipped with a drip tray beneath the lower edge of the filters.

Status: PASS

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: PASS

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: PASS

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: PASS

Notes:

Elevators

Elevator Control Room Labeled

509.1 Identification. Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. Approved signs required to identify fire protection equipment and equipment location shall be constructed of durable materials, permanently installed and readily visible. - Doors to the room where the Elevator Controls are located shall be labeled "Elevator Control Room".

Status: N/A

Notes:

Elevator Keys Available for Car Door and FF Service

607.7 Elevator key location. Keys for the elevator car doors and fire-fighter service keys shall be kept in an approved location for immediate use by the fire department.

Status: N/A

Notes:

Emergency Sign Posted next to Elevator

607.3 Emergency signs. An approved pictorial sign of a standardized design shall be posted adjacent to each elevator call station on all floors instructing occupants to use the exit stairways and not to use the elevators in case of fire. The sign shall read: IN FIRE EMERGENCY, DO NOT USE ELEVATOR. USE EXIT STAIRS.

Status: N/A

Notes:

Fire & Smoke Doors

Fire Doors Close Completely/Latch

703.2.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

Status: N/A

Notes:

Fire Doors Free of Wedges

NFPA 80 Section 5.2.13.3 Blocking or Wedging of Doors Blocking or wedging of doors in the open position shall be prohibited.

Status: N/A

Notes:

Fire Doors Unobstructed

703.2 Opening protectives. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable.

Status: N/A

Notes:

Fire Door Hold-Open Devices Maintained

703.2.2 Hold-open devices and closers. Hold-open devices and automatic door closers, where provided, shall be maintained. During the period that such device is out of service for repairs, the door it operates shall remain in the closed position.

Status: N/A

Notes:

Exit Access & Doors

Exits Unobstructed

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

Status: PASS

Notes:

Proper Door Swing - >50 Occupant Load

1010.1.2.1 Direction of swing. Pivot or sidehinged swinging doors shall swing in the direction of egress travel where serving a room or area containing an occupant load of 50 or more persons or a Group H occupancy.

Status: PASS

Notes:

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: PASS

Notes:

No Flush Bolt Locks

1010.1.9.4 Bolt locks. Manually operated flush bolts or surface bolts are not permitted.

Status: PASS

Notes:

Panic and Exit Hardware Operation

1010.1.10 Panic and fire exit hardware. Doors serving a Group H occupancy and doors serving rooms or spaces with an occupant load of 50 or more in a Group A or E occupancy shall not be provided with a latch or lock other than panic hardware or fire exit hardware. Exceptions: 1. A main exit of a Group A occupancy shall be permitted to be locking in accordance with Section 1010.1.9.3, Item 2. 2. Doors serving a Group A or E occupancy shall be permitted to be electromagnetically locked in accordance with Section 1010.1.9.9.

Status: PASS

Notes:

Means of Egress & Corridors

Means of Egress Illuminated at All Times

1008.2 Illumination required. The means of egress serving a room or space shall be illuminated at all times that the room or space is occupied.

Status: PASS

Notes:

Means of Egress Unobstructed

1003.6 Means of egress continuity. The path of egress travel along a means of egress shall not be interrupted by a building element other than a means of egress component as specified in this chapter. Obstructions shall not be placed in the minimum width or required capacity of a means of egress component except projections permitted by this chapter. The minimum width or required capacity of a means of egress system shall not be diminished along the path of egress travel.

Status: PASS

Notes:

Minimum Corridor Width Unobstructed

1020.3 Obstruction The minimum width or required capacity of corridors shall be unobstructed. OCCUPANCY MINIMUM WIDTH (inches) 1) Any facilities not listed below- 44" 2) Access to and utilization of mechanical, plumbing or electrical systems or equipment- 24" 3) With an occupant load of less than 50- 36" 4) In Group E with a corridor having a occupant load of 100 or more- 72" 5) In corridors and areas serving stretcher traffic in ambulatory care facilities- 72" 6) Group I-2 in areas where required for bed movement- 96"

Status: PASS

Notes:

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: PASS

Notes:

Penetrations Sealed

703.1 Maintenance. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer openings and holes made for any reason shall be protected with approved methods capable of resisting the passage of smoke and fire.

Status: PASS

Notes:

Interior Finish Maintained

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

Status: PASS

Notes:

Fire Walls, Fire Barriers and Fire Partitions Maintained

703.1.3 Fire walls, fire barriers and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with approved doors or fire dampers shall be maintained in accordance with NFPA 80.

Status: PASS

Notes:

Smoke Barriers and Smoke Partitions Maintained

703.1.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with approved smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

Status: PASS

Notes:

Combustible, General & Outside Storage

Exits Clear of Combustible Storage

315.3.2 Means of egress. Combustible materials shall not be stored in exits or enclosures for stairways and ramps.

Status: PASS

Notes:

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

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

Status: PASS

Notes:

Proper Ceiling Clearance - 18"/24"

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

Status: PASS

Notes:

Proper Clearance from Heating Appliance

315.3 Storage in buildings. Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

Status: PASS

Notes:

No Storage in Attic, Under-floor and Concealed Spaces.

315.3.4 Attic, under-floor and concealed spaces. Attic, under-floor and concealed spaces used for storage of combustible materials shall be protected on the storage side as required for 1-hour fire-resistance-rated construction. Openings shall be protected by assemblies that are self-closing and are of noncombustible construction or solid wood core not less than 13/4 inches in thickness. Storage shall not be placed on exposed joists. Exceptions: 1. Areas protected by approved automatic sprinkler systems. 2. Group R-3 and Group U occupancies.

Status: PASS

Notes:

In Sprinklered Buildings - No Storage Beneath Overhangs

315.4.1 Storage beneath overhead projections from buildings. Where buildings are protected by automatic sprinklers, the outdoor storage, display and handling of combustible materials under eaves, canopies or other projections or overhangs are prohibited except where automatic sprinklers are installed under such eaves, canopies or other projections or overhangs.

Status: PASS

Notes:

No Combustible Waste Accumulation in Buildings

304.1 Waste accumulation prohibited. Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises.

Status: PASS

Notes:

Oily Rags Stored in Approved Containers

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

Status: PASS

Notes:

Portable Space Heaters

Portable Space Heaters Plugged Directly into Approved Receptacle

605.10.2 Power supply. Portable, electric space heaters shall be plugged directly into an approved receptacle.

Status: N/A

Notes:

No Extension Cords to Portable Space Heaters

605.10.3 Extension cords. Portable, electric space heaters shall not be plugged into extension cords.

Status: N/A

Notes:

Portable Space Heaters 3 Feet From Combustibles

605.10.4 Prohibited areas. Portable, electric space heaters shall not be operated within 3 feet of any combustible materials. Portable, electric space heaters shall be operated only in locations for which they are listed.

Status: N/A

Notes:

Portable Space Heaters Fully Enclosed

605.10.5 Fully Enclosed. Fully Enclosed. Portable, electric space heaters shall be fully enclosed space heaters that by design have no external surfaces that reach temperatures capable of igniting materials placed against the surface.

Status: N/A

Notes:

Compressed Gas Cylinders / LPG

Compressed Gas Cylinders Secured or Chained

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

Status: N/A

Notes:

Compressed Gas Cylinders Valve Protection and Caps

5303.6.2 Caps and plugs. Compressed gas containers, cylinders and tanks designed for valve protection caps or other protective devices shall have the caps or devices in place. When outlet caps or plugs are installed, they shall be in place. Exception: Compressed gas containers, cylinders or tanks in use, being serviced or being filled.

Status: N/A

Notes:

Compressed Gas Cylinders Stored in Upright Position

5304.1 Upright storage. Compressed gas containers, cylinders and tanks, except those designed for use in a horizontal position, and all compressed gas containers, cylinders and tanks containing nonliquefied gases, shall be stored in an upright position with the valve end up. An upright position shall include conditions where the container, cylinder or tank axis is inclined as much as 45 degrees (0.80 rad) from the vertical. Exceptions: 1. Compressed gas containers with a water volume less than 1.3 gallons (5 L) are allowed to be stored in a horizontal position. 2. Cylinders, containers and tanks containing nonflammable gases, or cylinders, containers and tanks containing nonliquefied flammable gases that have been secured to a pallet for transportation purposes.

Status: N/A

Notes:

LPG - No Storage Inside Accessible to Public*

6109.9 Storage within buildings accessible to the public. Department of Transportation (DOTn) specification cylinders with maximum water capacity of 21/2 pounds (1 kg) used in completely self-contained hand torches and similar applications are allowed to be stored or displayed in a building accessible to the public. The quantity of LP-gas shall not exceed 200 pounds except as provided in Section 6109.11.

Status: N/A

Notes:

LPG - Adequate Separation from Storage to Exits

6109.10 Storage within buildings not accessible to the public. The maximum quantity allowed in one storage location in buildings not accessible to the public, such as industrial buildings, shall not exceed a water capacity of 735 pounds [nominal 300 pounds (136 kg) of LP-gas]. Storage beyond these limitations shall comply with Section 6109.11. 720 Lbs. or Less: 5 Feet Separation from Buildings with More than One Exit & 10 Feet Separation from Buildings with One Exit. 721-2,500 Lbs.: 5 Feet Separation from Buildings with More than One Exit & 10 Feet Separation from Buildings with One Exit. 2,501-6,000 Lbs.: 10 Feet Separation from Buildings with More than One Exit & 10 Feet Separation from Buildings with One Exit. 6,001-10,000 Lbs.: 20 Feet Separation from Buildings with More than One Exit & 20 Feet Separation from Buildings with One Exit. Over 10,000 Lbs.: 25 Feet Separation from Buildings with More than One Exit & 25 Feet Separation from Buildings with One Exit.

Status: N/A

Notes:

Miscellaneous

No Other Unsafe Conditions

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

Status: PASS

Notes:

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
Travel Time	5/3/2017 10:25:00 AM	5/3/2017 10:30:00 AM
Notes:		

Total Additional Time: 5 minutes

Inspection Time: 30 minutes

Total Time: 35 minutes

Summary:

Overall Result: Passed

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: 05/04/2017 16:44

Signature

Date

Representative Signature:

Signature

Date

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:

Trudy Conklin

From: James Lacina <jlacina@co.johnson.ia.us>
Sent: Thursday, April 27, 2017 9:22 AM
To: Trudy Conklin
Subject: Azul Tequila Update

Trudy,

Azul Tequila submitted documentation yesterday afternoon that corrects the violation that we have been attempting to resolve. Johnson County Public Health no longer has any objection to the issuance of a liquor license for this facility. If there is anything else that you need from our office in regards to this issue, please let me know.

Thank you,

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



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Terry E. Branstad *Governor of Iowa*
Kim Reynolds *Lieutenant Governor*
Stephen Larson *Administrator*

April 19, 2017

AZUL TEQUILA, INC
AZUL TEQUILA
720 Pacha Parkway Suites 2 and 3
North Liberty, IA 52317

RIGHT TO APPEAL

Re: Denied Renewal of Liquor License Number LC0037491
Docket Number A-2017-00019

Dear Licensee:

This letter constitutes official notice that the Administrator of the Iowa Alcoholic Beverages Division (the Administrator) received notification on April 1, 2017 that your renewal application was disapproved by the City of North Liberty (the local authority) on March 29, 2017. Iowa law requires the Administrator to notify the applicant that the applicant may appeal the local authority decision to the Administrator.

Appeal

You may appeal this action by filing a written request for appeal with the Division on or before May 19, 2017. The request for appeal should state the name and address of the requester, identify the specific agency action which is disputed, whether the requester is represented by an attorney, identify the provisions of law or precedent requiring or authorizing the holding of a contested case proceeding in the particular circumstances involved, and include a *short and plain statement of the issues in dispute*.

Your written request for appeal shall be in writing, delivered to the Division by United States postal service or personal service and shall be considered as filed with the Division on the date the United States postal service postmark or the date personal service is made. However, as a courtesy, you are allowed to submit your request via electronic email to Lekkas@IowaABD.com.

Once the Division has received your request for an appeal, the Division will proceed as required with further notifications and information.

Conclusion

As you consider what your next steps will be, your application is considered "timely filed." The timely filing status allows you to continue to sell and/or serve alcoholic beverages. As a condition to the timely filing status, the Division has deposited your license/permit fee.

Dated this 19th day of April, 2016, in Ankeny Iowa.

Sincerely,

Lolani Lekkas

Lolani Lekkas
Administrator's Designee
Iowa Alcoholic Beverages Division

Copies to:

John R. Lundquist
Assistant Attorney General

Joshua J. Happe, J.D.
Bureau Chief - Regulatory Compliance Program
Iowa Alcoholic Beverages Division

**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: Azul Tequila Inc.
Name of Business (DBA): Azul Tequila
Address of Business: 720 Pacha Parkway Suites 2-3
Business Phone & Email: Ramon 319-631-6183 azultequila10@hotmail.com

City of North Liberty:

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

City Official

North Liberty Fire Department:

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

Fire Inspector

Johnson County Health Department:

The above referenced property currently ~~complies~~ ^{does not comply *} with Johnson County Public Health requirements.
*Azul Tequila has yet to complete Food Code Requirements for Johnson County Public Health

Johnson County Public Health Official

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

**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		15. Food separated and protected (Cross Contamination and Environmental)	OUT, (*)
1. Person in charge present, demonstrates knowledge, and performs duties	IN	16. Food contact surfaces: cleaned and sanitized	OUT, (*)
2. Certified Food Protection Manager	OUT	17. Proper disposition of returned, previously served, reconditioned, and unsafe food	IN
Employee Health		Potentially Hazardous Food Time/Temperature Control for Safety	
3. Management, food employee and conditional employee knowledge, responsibilities and reporting	OUT	18. Proper cooking time and temperatures	IN
4. Proper use of exclusions and restrictions	IN	19. Proper reheating procedures of hot holding	N/O
5. Procedures for responding to vomiting and diarrheal events	OUT, (*)	20. Proper cooling time and temperatures	N/O
Good Hygienic Practices		21. Proper hot holding temperatures	IN
6. Proper eating, tasting, drinking, or tobacco use	N/O	22. Proper cold holding temperatures	OUT, (*)
7. No discharge from eyes, nose, and mouth	IN	23. Proper date marking and disposition	IN
Control of Hands as a Vehicle of Contamination		24. Time as a public health control: procedures and records	N/A
8. Hands clean and properly washed	OUT, (*)	Consumer Advisory	
9. No bare hand contact with ready to eat foods	IN	25. Consumer advisory provided for raw or undercooked foods	N/A
10. Hand washing sinks properly supplied and accessible	OUT	Highly Susceptible Populations	
Approved Source		26. Pasteurized foods used; prohibited foods not offered	N/A
11. Foods obtained from an approved source	IN	Food/Color Additives and Toxic Substances	
12. Foods received at proper temperatures	N/O	27. Food additives: approved, properly stored, and used	N/A
13. Food in good condition, safe, and unadulterated	IN	28. Toxic substances properly identified, stored and used	IN
14. Required records available; shellstock tags, parasite destruction	N/A	Conformance with Approved Procedures	
Protection from Contamination		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't Let What Happened to Me Happen to You	Don't Let What Happened to Me Happen to You
Handsink Equipped Sign	Handsink Equipped Sign
How to Wash Hands Sign	How to Wash Hands Sign
I should have Stayed Home	I should have Stayed Home
My Story Could Change your life	My Story Could Change your life
Retail Food Regulatory Web Links	Retail Food Regulatory Web Links
STOP Did You Wash Hands Sign	STOP Did You Wash Hands Sign
Think to yourself Do I Feel Well	Think to yourself Do I Feel Well
Triple Sink Method Sign	Triple Sink Method Sign
Would You Let these People in Your Kitchen	Would You Let these People in Your Kitchen

HECTOR

Will P. L. 15

**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.

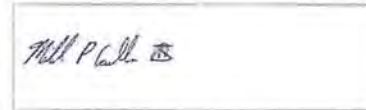
A Enforcement Warning Letter has been generated due to the continued compliance issues surrounding a manager at the establishment obtaining a Certified Food Protection Manager's certificate. To comply with the Warning Letter a manager with supervisory/managerial duties in relation to food safety must 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		
1. Person in charge present, demonstrates knowledge, and performs duties	N/O	
2. Certified Food Protection Manager	IN	
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		
30. Pasteurized eggs used where required	N/O	
31. Water and ice from approved source	N/O	
32. Variance obtained for specialized processing methods	N/O	
Food Temperature Control		
33. Proper cooling methods used; adequate equipment for temperature control	N/O	
34. Plant food properly cooked for hot holding	N/O	
35. Approved thawing methods	N/O	
36. Thermometers provided and accurate	N/O	
Food Identification		
37. Food properly labeled; original container	N/O	
Prevention of Food Contamination		
38. Insects, rodents, and animals not present/outer openings protected	N/O	
39. Contamination prevented during food preparation, storage and display	N/O	
40. Personal cleanliness	N/O	
41. Wiping cloths: properly used and stored	N/O	
42. Washing fruits and vegetables	N/O	
Proper Use of Utensils		
43. In use utensils: properly stored	N/O	
44. Utensils, equipment, and linens: properly stored dried and handled	N/O	
45. Single-use/single service articles: properly stored and used	N/O	
46. Slash-resistant and cloth glove use	N/O	
Utensils, Equipment, and Vending		
47. Food and non-food contact surfaces are cleanable, properly designed, constructed, and used	N/O	
48. Warewashing facilities: installed, maintained, and used; test strips	N/O	
49. Non-food contact surfaces clean	N/O	
Physical Facilities		
50. Hot and Cold water available; adequate pressure	N/O	
51. Plumbing installed; proper backflow devices	N/O	
52. Sewage and waste water properly disposed	N/O	
53. Toilet facilities; properly constructed, supplied, and cleaned	N/O	
54. Garbage and refuse properly disposed; facilities maintained	N/O	
55. Physical facilities installed, maintained, and clean	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.

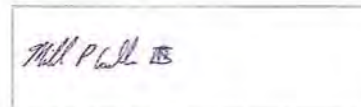
The owner of the establishment enrolled into the ServSafe course that was conducted on 12/14/2016 and provided the documentation showing his attendance. Results of the exam portion will be available on 12/28/2016 and if a passing score is achieved the establishment will email a copy of the certificate 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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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:

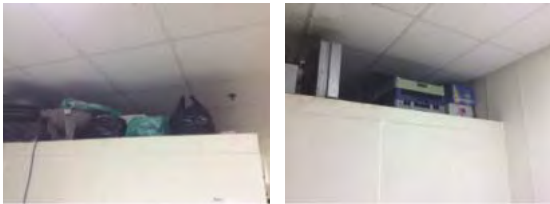
- Initial Fire Inspection: No Charge
- 1st Re-Inspection: No Charge
- 2nd Re-Inspection: \$75.00
- Additional Re-Inspections: Municipal Infraction, Daily until Corrected.

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



Date of Issuance: 6-20-17
 Owner: City of North Liberty
 Contractor: Portzen Construction, Inc.
 Engineer: FOX Engineering
 Project: Phase I Water System Improvements
 Div. I Water Treatment Plant

Effective Date: 6-27-17
 Owner's Contract No.:
 Contractor's Project No.: 16-29
 Engineer's Project No.: 3373-15A
 Contract Name:

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

- Item 1** Stone Masonry Veneer Anchoring: Revisions required for anchoring the stone masonry veneer. See Contractor Change Order Request (COR) 4r2 and Change Proposal Request (CPR) 2r. **Add \$3,256**
- Item 2** Water Treatment Plant Genset Heater: The original contract documents called for a 5kw, 240V heater; however, the genset manufacturer submitted a 9kw, 240 V heater. The 240V system does not have the capacity for the submitted heater. A 9kW, 480V heater will be provided instead, with electrical modifications to accommodate the 480V heater. See COR 20 and CPR 13. **Add \$2,301**
- Item 3** Chemical Containment Berms: Provide and install chemical containment berms in the caustic and chlorine storage rooms to prevent chemical spills from exiting the garage and walk doors, as required by IDNR. The installation of the chemical containment berms is a condition of the City's Water Supply Construction Permit. See Contractor COR 21 and CPR 14. **Add \$1,739**
- Item 4** Addition of 18-inch Butterfly Valve: Provide and install an additional butterfly valve on the 18-inch permeate line downstream of the caustic and chlorine feed points to allow isolation of the ground storage tank from inside the building. See COR 22 and CPR 15. **Add \$4,006**
- Item 5** Information Technology Closet Changes: Architectural and electrical revisions to the Water Treatment Plant IT Closet as requested by the City's IT consultant. See Contractor COR 23 and CPR 16. **Add \$9,333**

Attachments: Contractor COR 4r2, 20, 21, 22, 23; CPR 2r, 13, 14, 15, 16.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>13,449,000.00</u>	Original Contract Times: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>
Decrease from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ <u>(54,230.00)</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>13,394,770.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>

Increase of this Change Order: <u>\$ 20,635.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: <u>\$ 13,415,405.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>

RECOMMENDED: By: <u>Steven J. Hoyer</u> Engineer (if required) Title: <u>Project Manager</u> Date: <u>6-20-17</u>		ACCEPTED: By: _____ Owner (Authorized Signature) Title _____ Date _____		ACCEPTED: By: <u>Matthew A. Gosh</u> Contractor (Authorized Signature) Title: <u>Project Manager</u> Date: <u>6-21-17</u>	
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Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Contractor's Application for Payment No.

Revised

Application Period: 5/31/2017		Application Date: 5/31/2017	
To: City of North Liberty 3 Quail Creek Circle (Owner): North Liberty, Iowa 52317	From: Portzen Construction, Inc. 205 Stone Valley Drive (Contractor): Dubuque, Iowa 52003	Via (Engineer): FOX Engineering 414 South 17th Street, Suite 107 Ames, Iowa 50010	
Project: Phase 1 Water System Improvements Division 1 - Water Treatment Plant		Contract:	
Owner's Contract No.: None	Contractor's Project No.: #16-29	Engineer's Project No.: 3373-15A	

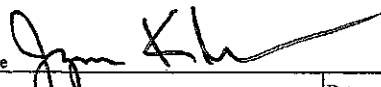
**Application For Payment
Change Order Summary**

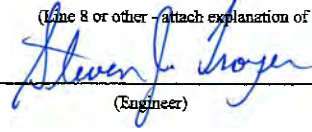
Approved Change Orders		
Number	Additions	Deductions
COR 1	\$26,585.00	\$1,805.00
COR 2	\$24,352.00	
COR 3		\$41,737.00
COR 4		\$61,625.00
TOTALS	\$50,937.00	\$105,167.00
NET CHANGE BY CHANGE ORDERS	-\$54,230.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 13,449,000.00
2. Net change by Change Orders.....	\$ -54,230.00
3. Current Contract Price (Line 1 + 2).....	\$ 13,394,770.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 3,411,979.24
5. RETAINAGE:	
a. 5% X 2,418,619.20 Work Completed.....	\$ 120,930.96
b. 5% X 993,360.04 Stored Material.....	\$ 49,668.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 170,598.96
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 3,241,380.28
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,706,456.76
8. AMOUNT DUE THIS APPLICATION.....	\$ 1,534,923.52
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 10,153,389.72

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 Kluessner, Controller Date: 5/31/2017

Payment of: \$ 1,534,923.52
(Line 8 or other - attach explanation of the other amount)
is recommended by:  6-21-17
(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. 4

Date of Issuance:	Effective Date: 6/20/17
Owner: City of North Liberty	Owner's Contract No.: NA
Contractor: Metro Pavers, Inc.	Contractor's Project No.: 17-101
Engineer: Shive-Hattery, Inc.	Engineer's Project No.: 1152610
Project: North Liberty Road Improvements	Contract Name: -

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

Description:

Additional temporary rock was required to maintain a safe driveway surface for residents during stage 1 construction activity. (Total \$2674.22)

Property owner along the project requests upsizing gates to 20' from 16'. As noted in email correspondence the property owner will reimburse the city the additional cost. (Total \$362.25)

Attachments: Metro CR 06, Load Tickets, Metro CR 07

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 2,250,623.32	Original Contract Times: Substantial Completion: <u>110 Working Days</u> Ready for Final Payment: <u>20 Working Days</u> days or dates
Increase from previously approved Change Orders No. 1 and 2: \$ 19,502.46	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>NA</u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ 2,270,125.78	Contract Times prior to this Change Order: Substantial Completion: <u>110 Working Days</u> Ready for Final Payment: <u>20 Working Days</u> days or dates
Increase of this Change Order: \$ 3036.47	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ 2,273,162.25	Contract Times with all approved Change Orders: Substantial Completion: <u>110 Working Days</u> Ready for Final Payment: <u>20 Working Days</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Joan Baums</u>	By: <u> </u>	By: <u> </u>	By: <u> </u>	By: <u> </u>	By: <u> </u>
Title: Construction Administrator	Title: <u> </u>	Title: Owner (Authorized Signature)	Title: <u> </u>	Title: <u> </u>	Title: Contractor (Authorized Signature)
Date: 6/20/17	Date: <u> </u>	Date: <u> </u>	Date: <u> </u>	Date: <u> </u>	Date: <u> </u>

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 17 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA J & A Tap
Physical Location Address 440 N. Dubuque St City North Liberty ZIP 52317
Mailing Address P.O. Box 555 City NL State IA ZIP 52317
Business Phone Number _____

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP J & A Tap Inc.
Mailing Address 440 N. Dubuque St City NL State IA ZIP 52317
Phone Number 319-626-3033 Fax Number 319-626-2177 Email fatap1@hotmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☒ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☒ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Amanda Lynn Hruba Name (please print) John Hruba
Signature Amanda Lynn Hruba Signature John Hruba
Date 6/15/17 Date 6/15/17

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100
- Fill in the date the permit was approved by the council or board: 6/29/17
- Fill in the permit number issued by the city/county: #1
- Fill in the name of the city or county issuing the permit: City of North Liberty
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Iowa Department of
REVENUE

**Iowa Retail Permit Application
For Cigarette/Tobacco/Nicotine/Vapor**

<https://tax.iowa.gov>

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 17 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA The Station II LLC
Physical Location Address 620 Meade Dr City North Liberty ZIP 52317
Mailing Address 955-236th St #3 City North Liberty State IA ZIP 52317
Business Phone Number 319-665-8516

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Station II LLC

Mailing Address 620 Meade Dr City North Liberty State IA ZIP 52317

Phone Number 319-665-8516 Fax Number 319-665-8509 Email shirley-cjsconstruction@yahoo.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Darryl Hodapp Name (please print) Melissa Hodapp

Signature [Signature] Signature [Signature]

Date 6/19/17 Date 6/19/17

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100
- Fill in the date the permit was approved by the council or board: 6/27/17
- Fill in the permit number issued by the city/county: #8
- Fill in the name of the city or county issuing the permit: City of North Liberty
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: lapledge@iowaabd.com
- Fax: 515-281-7375

70-014a (04/13/17)

#1
APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO/NICOTINE/VAPOR PERMIT

For period July 01, 20 17 through June 30, 20 18

PLEASE TYPE OR PRINT CLEARLY Please mail this completed application to your local jurisdiction. If you have questions, call your city clerk (within city limits) or your county auditor (outside city limits).

I/We hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

BUSINESS INFORMATION

Name of Business/DBA: Three Brothers Liquors / Johnney's Liquor store

Location Address (Required): 585 Hwy 965 Ste. E North Liberty, IA, 52317

Mailing Address: Same as above City: North Liberty State/Zip: 52317

Type of Sales: ☐ Vending Machine ☒ Over-the-counter Telephone Number (319) 626-2046

Type of Retail Establishment: has vending machine that assembles cigarettes

☐ bar ☐ convenience store, with gas ☐ drug store ☐ gas station
☐ grocery ☐ convenience store, no gas ☒ liquor store ☐ restaurant
☐ tobacco store ☐ hotel/motel ☐ other

Cigarettes must be sold at the minimum price set by the State of Iowa. Obtain a current copy from the Iowa Department of Revenue website (www.iowa.gov/tax) by clicking on forms, then click on cigarette/tobacco, and finally click on form 71-023.

ONLY APPROVED BRANDS OF CIGARETTES OR ROLL-YOUR-OWN PRODUCTS MAY BE SOLD IN IOWA

Any brand not on the list is contraband. In addition, all cigarettes sold in Iowa must have an Iowa Cigarette Tax Stamp affixed to each package. Any violation of contraband or non-Iowa cigarette tax stamped package is subject to seizure and penalties under the provisions of Iowa Code 453A and 453D.

Check the list of approved brands (www.iowa.gov/tax/business/CigTobIndex.html) and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS BRANDS AND BRAND FAMILIES

Go to <http://elists.idrf.state.ia.us/scripts/wa.exe> and sign up for the Cigarette/Tobacco eList (listserv). You will receive an e-mail every time the approved list changes or the minimum price changes.

LEGAL OWNER INFORMATION

Type of Ownership: Individual ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Legal Owner: Yowa Acharya & Bhagwat Acharya
(Name of Individual, Partnership, Corporation, LLC, or LLP)

Mailing Address: 4 Hawkeye drive #202

City: N. Liberty State: IA Zip: 52317 Ph. Number: (412) 251-7226

Fax Number: () E-mail Address: ba-acharya-22@yahoo.com

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL

Name (please print): Yowa Acharya Name (please print): Bhagwat Acharya

Signature: [Signature] Signature: [Signature]

Date: 05/24/17 Date: 05/24/17

FOR OFFICE USE ONLY

Amount Paid: _____

Date Issued: _____ New

Permit #: _____ Renewal

FOR CITY CLERK/COUNTY AUDITOR ONLY

PLEASE SEND COMPLETED COPY TO THE IOWA DEPARTMENT OF COMMERCE, ALCOHOLIC BEVERAGE DIVISION

Name of Issuing City or County _____

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Kum & Go # 507
Physical Location Address 610 N Kansas Ave City North Liberty ZIP 52317
Mailing Address 6400 Westown Parkway City West Des Moines State IA ZIP 50266
Business Phone Number 319-626-2412

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Kum & Go LC
Mailing Address 6400 Westown Parkway City West Des Moines State IA ZIP 50266
Phone Number 515-457-6000 Fax Number 515-457-0159 Email licenses@kumandgo.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☐ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Craig Bergstrom Name (please print) _____
Signature *Craig Bergstrom* Signature _____
Date 04/19/2017 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100
- Fill in the date the permit was approved by the council or board: 6/27/17
- Fill in the permit number issued by the city/county: #6
- Fill in the name of the city or county issuing the permit: City of North Liberty
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Walgreens #11710

Physical Location Address 625 Pacha Parkway City North Liberty ZIP 52722

Mailing Address PO Box 901 City Deerfield State IL ZIP 60015

Business Phone Number 319-499-6006

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Walgreen Co

Mailing Address PO Box 901 City Deerfield State IL ZIP 60015

Phone Number 847-527-4402 Fax Number 847-368-6525 Email taxlicenser renewals@walgreens.co

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☐ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☒
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Amelia Legutki, Assistant Secretary Name (please print) _____

Signature [Signature] Signature _____

Date 6/2/17 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100
- Fill in the date the permit was approved by the council or board: 6/27/17
- Fill in the permit number issued by the city/county: City of #9
- Fill in the name of the city or county issuing the permit: City of North Liberty
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 06 / 30 / 2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE #2788
Physical Location Address 595 N KANSAS AVE City NORTH LIBERTY ZIP 52317
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 515-446-6404

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING CO.
Signature Julia L. Jackowski
Date 05/11/2017

Name (please print) _____
Signature _____
Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100
- Fill in the date the permit was approved by the council or board: 6/27/18
- Fill in the permit number issued by the city/county: City of North Liberty
- Fill in the name of the city or county issuing the permit: City of North Liberty
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 06 / 30 / 2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE #2479
Physical Location Address 625 W ZELLER ST./PO BOX 126 City NORTH LIBERTY ZIP 52317
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 515-446-6404

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING CO.
Signature *Julia L. Jackowski*
Date 05/11/2017

Name (please print) _____
Signature _____
Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 06/29/2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Gasboy's
Physical Location Address 1 Hawkeye Drive City North Liberty ZIP 52317
Mailing Address 1 Hawkeye Drive City North Liberty State IA ZIP 52317
Business Phone Number 319-626-7990

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP JMAC Enterprises, INC.
Mailing Address 1 Hawkeye Drive City North Liberty State IA ZIP 52317
Phone Number 319-626-7990 Fax Number _____ Email jake.mccusker@hotmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Shane McCusker Name (please print) _____
Signature [Signature] Signature _____
Date 6-9-17 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100-
- Fill in the date the permit was approved by the council or board: 6/27/17
- Fill in the permit number issued by the city/county: #2
- Fill in the name of the city or county issuing the permit: City of North Liberty
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 06/30/17 through June 30, 18

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA LD Express
Physical Location Address 900 W Penn Street City North Liberty ZIP 52317
Mailing Address PO Box 48 City North Liberty State IA ZIP 52317
Business Phone Number 319-626-2621

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Liberty Doors, Inc
Mailing Address PO Box 48 City North Liberty State IA ZIP 52317
Phone Number 319-626-6100 Fax Number 319-626-6166 Email rick@libertydoors.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Rick Streb Name (please print) Todd Streb
Signature [Signature] Signature [Signature]
Date 6-13-17 Date 6-13-17

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100
- Fill in the date the permit was approved by the council or board: 6/27/17
- Fill in the permit number issued by the city/county: #11
- Fill in the name of the city or county issuing the permit: City of North Liberty
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07/01/2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Fareway Stores, Inc. # 993
Physical Location Address: 615 Westwood Drive City: NORTH LIBERTY ZIP: 52317
Mailing Address: 615 Westwood Drive City: NORTH LIBERTY State: IA ZIP: 52317
Business Phone Number: (319) 626-6798

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP: Fareway Stores, Inc.
Mailing Address: PO Box 70 City: Boone State: IA ZIP: 50036
Phone Number: (515) 433-5336 Fax Number: (515) 433-4416 Email: twilson@farewaystores.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name: Frederick R. Greiner Name: _____
Signature: *Frederick R. Greiner* Signature: _____
Date: 4/12/17 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100
- Fill in the date the permit was approved by the council or board: 6/27/18
- Fill in the permit number issued by the city/county: City of North Liberty #5
- Fill in the name of the city or county issuing the permit: City of North Liberty

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) July 1st / 2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Smokin' Joe's Tobacco & Liquor Outlet # 12
Physical Location Address 465 Hwy 965 Unit G City North Liberty ZIP 52317
Mailing Address 1916 N. Sturdevant St City Davenport State Ia ZIP 52804
Business Phone Number 563-322-8340

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP The Outlet, Inc
Mailing Address 1916 N. Sturdevant St City Davenport State Ia ZIP 52804
Phone Number 563-322-8340 Fax Number 563-322-8348 Email tom@cigoutinc.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☒
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Joseph De Paene Name (please print) Michael Gripp
Signature [Signature] Signature [Signature]
Date 5/17/2017 Date 5/17/2017

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

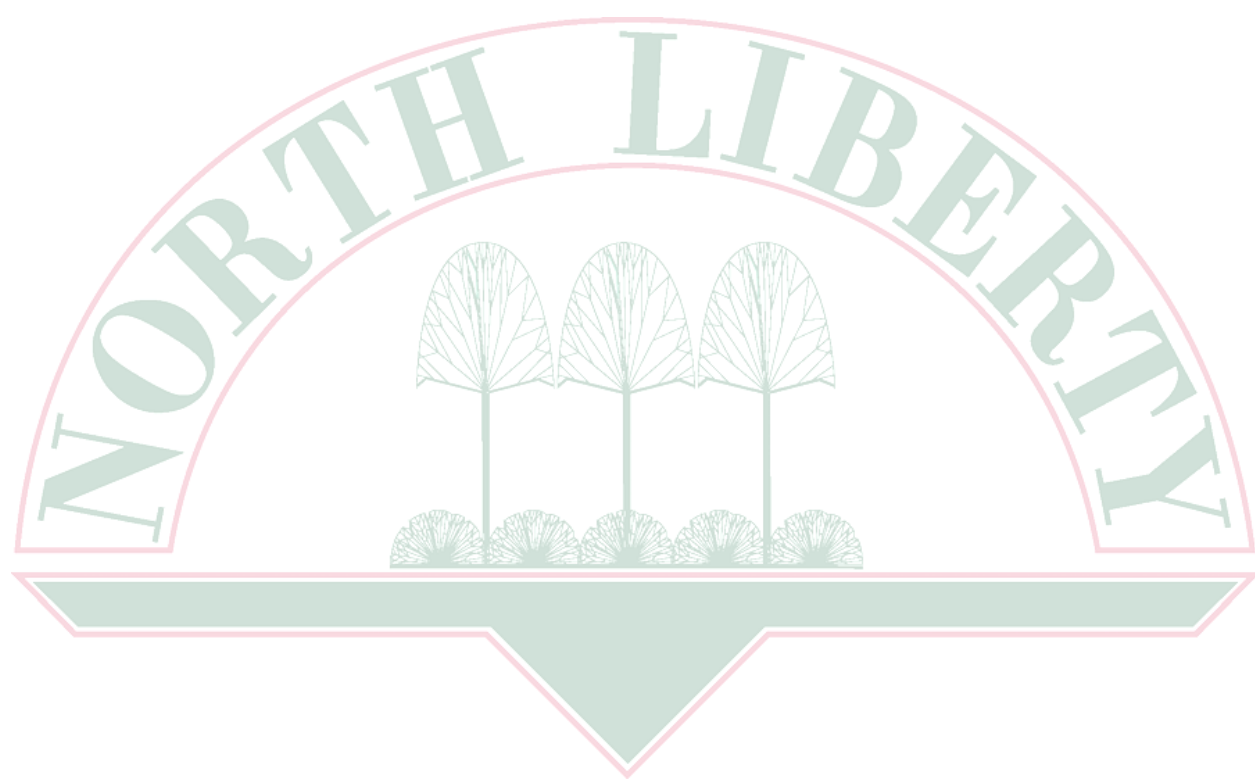
FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

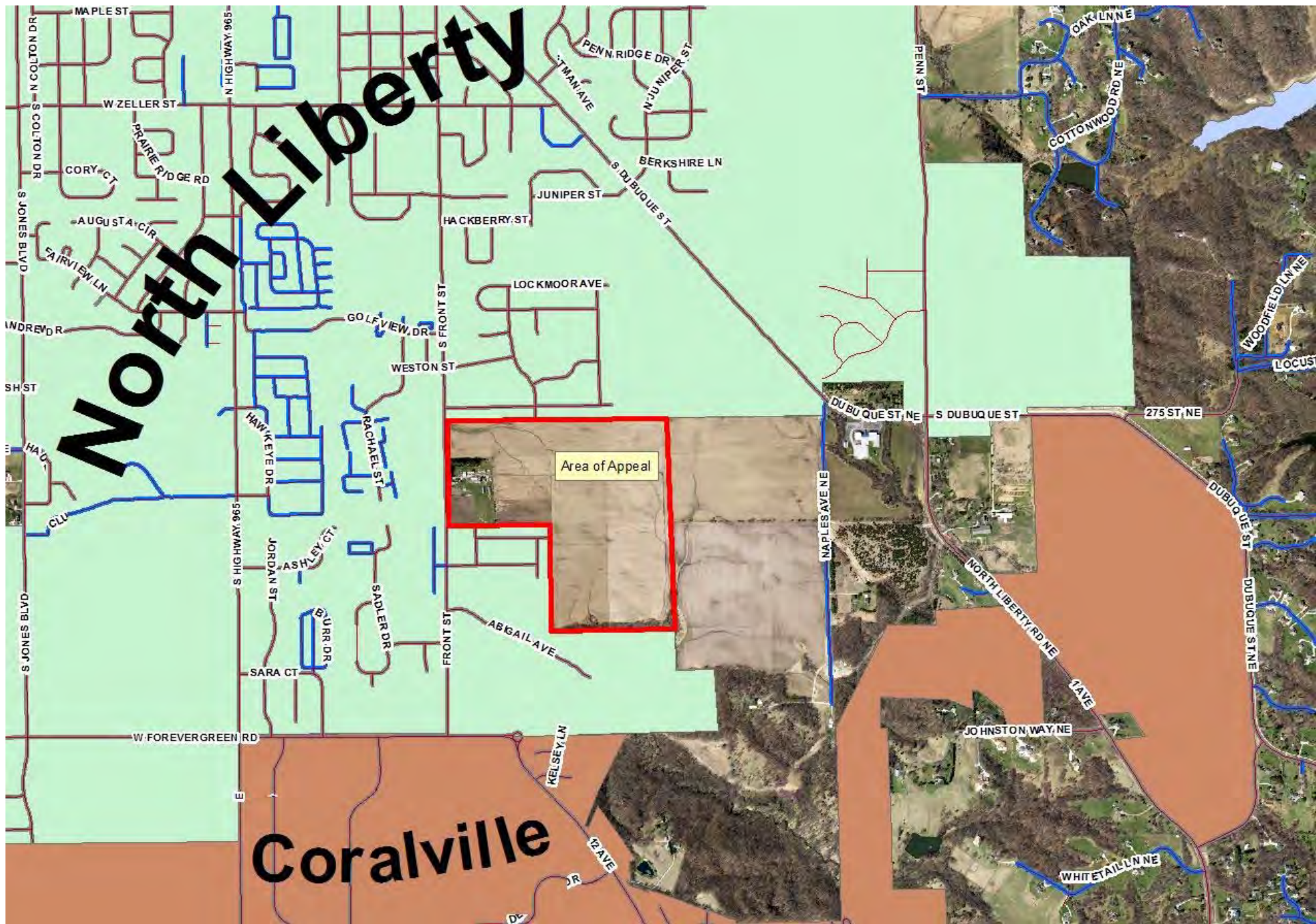
- Fill in the amount paid for the permit: \$100
- Fill in the date the permit was approved by the council or board: 6/27/17
- Fill in the permit number issued by the city/county: #3
- Fill in the name of the city or county issuing the permit: North Liberty
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Colony Pumpkin Patch





Variance / Appeal Request

JOHNSON COUNTY BOARD OF ADJUSTMENT APPLICATION FOR PUBLIC HEARING

Date of Application: 6/14/17

Parcel ID #: 0718351001, 0718376001, 0718451002
0719201001, 0719126002

Application #: _____

PLEASE PRINT OR TYPE

Applicant's Name: Dean & Katie Colony DBA Colony Pumpkin Patch
Address: Mail: 1055 Front St NE Farm: 2780 Front St NE
City, State & Zip: North Liberty IA 52317
Telephone: 319-626-6091

Nature of Request: (An appeal or variance) as required/allowed in the Johnson County Unified Development Ordinance:
Appeal recommendation by Staff that Corn Cannon/Shoot Out Shack is not Ag-Educational & Therefore not exempt from the 12 day Special Event Conditional Use Permit.

Legal Description of Property (Please include subdivision name and lot number, if applicable):

Section 19 Range: 6-26-06 A NE NW, Range 6-W 1/2 NW NE,
Section 18 Range: 6-W 1/2 SW SE, Range 6-SE SW, Range 6-SW SW

Name, Address and Telephone Number of Title Holder: Frank E Colony Trust B & Trust A
C/o Peg Colony 2780 Front St NE North Liberty, IA 319-626-8249

The property is zoned: A.

SETBACKS

REQUIRED
SETBACKS

REQUESTED
SETBACKS

FRONT:

SIDE:

REAR:

This application is to be submitted complete with the following information:

- A cover letter explaining the nature of the request and providing essential details about the application.
- A location map of the property and any other maps, diagrams and information as may be required.
- An attached list of the names and addresses of all property owners within 500 feet of the parcel.
- The corners of the property and the building site must be clearly marked for a site inspection (**Variance only**).
- A completed building permit application including a set of building plans and a plot diagram showing the location of the proposed building and all setbacks from the lot lines (**Variance only**)
- An application fee of \$175.00 and a sign fee of \$10.00 (\$185.00 total), payable by check or cash only.

Dean & Katie Colony
Signature of Applicant, owner, contract purchaser, or agent

1055 Front St NE N. Liberty IA 52317
Address

319-626-6091 / 319-430-5672
Telephone number

08/19/2015

Conditional Use Permit Request

JOHNSON COUNTY BOARD OF ADJUSTMENT - APPLICATION FOR PUBLIC HEARING

Date of Application: _____

Parcel ID #: 0718351001, 0718376001, 0718451002, Application #: _____
0719201001, 0719126002

In accordance with Chapter 8:1.20 of the Johnson County Unified Development Ordinance, the undersigned requests consideration and approval of a Conditional Use Permit located on the property herein described:

Section 19 Range: 6-26.06 A NE NW, Range 6-W 1/2 NW NE,
Section 18 Range: 6-W 1/2 S W SE, Range 6-SE SW, Range 6-SW SW

Proposed Use Night Corn Maze & Zombie Paintball

Address of Location 2780 Front St NE North Liberty IA 52317

Owner of Record and Address: Frank E Colony Trust A & Trust B c/o Peg Colony
2780 Front St NE N. Liberty IA 52317

This application shall be filed with the Johnson County Planning, Development and Sustainability Administrator complete with the following information:

1. A location map for the proposed site.
2. A document explaining the proposed use including but not limited to the number of employees, parking facilities, days and hours of operation, provisions for water and wastewater, type of equipment to be used, and signage.
3. 10 copies of the required site plan identifying the access, the structure(s) to be used for the proposed business, and any Supplemental Conditions as required.
4. The names and addresses of all owners of property within 500 feet of the property described in this application.
5. \$250.00 application fee plus a \$10 sign fee (\$260.00 total). Cash or check only. Please make checks payable to the Johnson County Treasurer.
6. Applications within two (2) miles of any city must notify that city.

Katie Colony

Applicant or Representative (Please Print)

[Signature]
Signature of Applicant, owner, contract purchaser, or agent

1685 Front St NE N. Liberty IA 52317
Address

319-626-6091 / 319-430-5672
Telephone number

June 12, 2017

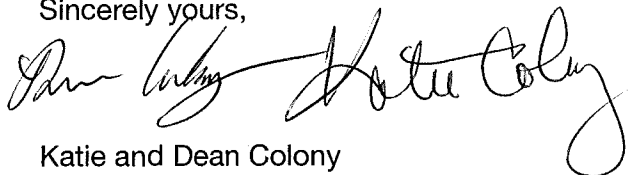
Dear Members of the Johnson County Board of Adjustments,

We are writing today to appeal a recommendation by the Planning, Development and Sustainability staff in regards to our Conditional Use Permit. Most of the activities that we offer at our 7 week seasonal pumpkin patch have been considered exempt as they are being considered ag-educational, except one in particular. We understand that since there currently is no Agri-tourism Ordinance, most of the activities we offer are subject to interpretation, however this one we feel should fall within the exempt ruling as well and thus be declared so.

Our Corn Cannon, which is part of our Shoot Out Shack attraction, is a vital part of our fall offerings and we feel is very much Ag related. It is similar to all of the things we offer in that it is a different and interactive way to encourage our guests to stay and immerse themselves in our farm, while at the same time providing us with a hungry audience seeking answers to questions related equally to agriculture, as well as science. We share our knowledge on growing practices, products produced, harvest techniques, advances in Ag technology, and so much more in about everything we do, including the Corn Cannon. In addition, just as many other farmers are looking for alternative ways to use their land and the products they produce for income, so does this attraction for us.

The reason that this falls outside of the Special Event 12 days is that we offer this activity during daytime hours every day of the week, and the night activities only run Friday and Saturday nights. Even if we offered the Corn Cannon on Saturday and Sunday daytime only, we'd still fall outside of 12 because of the Friday nights. Please consider ruling this activity an exempt attraction as our business is already limited by the time of year. Thank you for your consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Katie and Dean Colony". The signature is fluid and cursive, with the first name "Katie" being more prominent and followed by "and Dean Colony".

Katie and Dean Colony

General Plan for Colony Pumpkin Patch 2017 Season

Sat. Sept 16-Sat. October 29 (44 days)

General DAY hours:

M-F 4p-7p (or dark)

What is available these hours:

- Play area
- Corn Box
- Shoot out shack/Corn Cannon
- Pick-Your-Own pumpkin patch
- Pre-picked pumpkins, corn, etc.
- 9 acre corn maze featuring the ICCSD Liberty Lightning logo, 'who dun it' game (like the game of Clue), sponsor sign posts, general farm education. NOT haunted.

S-S 10a-7p (or dark)

What is available these hours:

- Play area
- Corn Box
- Shoot out shack/Corn Cannon
- Pick-Your-Own pumpkin patch
- Pre-picked pumpkins, corn, etc.
- 9 acre corn maze featuring the ICCSD Liberty Lightning logo, 'who dun it' game (like the game of Clue), sponsor sign posts, general farm education. NOT haunted.
- 20 minute hayrack ride around farm with education

Fri. Sept. 30 - Sat. Oct. 29 (10 nights F/S only)

General NIGHT hours:

F-S 7-10p - last ticket sold at 10p

What is available these hours:

- Pre-picked pumpkins, corn, etc.
- Flashlight Maze—9 acre corn maze by moonlight featuring the ICCSD Liberty Lightning logo, 'who dun it' game (like the game of Clue), sponsor sign posts, general farm education. NOT haunted.
- Zombie Paintball—20 minute ride out to a 3 acre area of one of our corn fields where both live people acting as zombies and stationary props are targets for our customers who are 'zombie hunting'.
 - *We have gone to great lengths to ensure the safety of both our employees as well as our customers including proper site planning, proper emergency equipment availability, extensive training, nightly equipment calibrations, and site inspection by NLPD and NLFD personnel. NLPD also provide nightly on premise presence for crowd control and orderly conduct.

General Plan for Colony Pumpkin Patch 2017 Season

Advertised Special Events rentals:

- only scheduled during the open season dates
- only available during regular business hours so no max. numbers of attendees were set
- examples include: employee appreciation event, client appreciation event, sorority/ fraternity outing
- in 2016 we had a total of 5, 6 were planned but one was rained out.

Advertised Birthday party package:

- meant for young children
- only during regular business hours
- typically on the weekends
- schedule in 2 hour blocks
- what's included: separate space for gathering, private hayrack ride, admissions for 12.
Really just allows for a designated place for a group to gather in a private space, otherwise often families or small groups will come out on their own, pay the general admission, occupy a picnic area and play as anyone else would.
- not really a 'special event' simply a package offer

General site description:

-Play area - approx. 1-2 acres and includes swings, culvert tube slide, tire mountain, barrel train ride, antique tractors, Giant board games, pumpkins bounce house, pumpkin bounce pad, kiddy zip line, rubber duck races, and giant corn box

-Corn Maze - approx. 9 acres and includes over 4 +/- miles of paths of well groomed 6-8 ft. wide paths, minimum of 10 local business sponsored check point signs hidden in the maze where customers use a punch card to help locate and identify that they have found all the signs. The card acts a coupon to be used at those business later. Also on the sign posts is a 'who dun it' game where customers are looking for clues to help decipher which farm yard friend took Farmer Joe. Various signs are also posted to educate on the current maze design theme, which this year is centered around the opening of the new ICCSD Liberty High School, as well as general farm facts like how a pumpkin grows. The field is harvested at the conclusion of the season.

-Admissions building - portable building used as the general hub and entrance to the farm yard. Used for storage in the off season.

-Pumpkin Scale house - portable shed used to weigh wagons that customers use to transport pumpkins for purchase. Used for storage in the off season.

-Pumpkin Building - former open ended hog quonset building repurposed to house retail products like mums, hay bales, corn stalks, and pre-packaged food and drink items. Also houses the very popular corn box and any display items like sponsor flyers. Used for storage in off season.

-Event Building - former open ended hog quonset used for storage as well as covered eating/gathering space. Used for covered education space, as well as the covered entrance for Zombie Paintball attraction on Friday/Saturday nights. Small sectioned off space at one end is designated for private party space.

-Zombie Paintball Corn crib - former grain storage building repurposed as education/ instruction space for riders just before they board the 20 minute ride.

-Hayrack loading zone - cement slab which housed a former piglet nursery that is now used for picnic seating and loading zone for weekend only hayrack rides that travel throughout the entirety of the farm. This 20 min. ride is entertaining and educational.

General Plan for Colony Pumpkin Patch 2017 Season

General site description (cont.):

-Shootout shack & Corn Cannon - area that houses portable shack structures where people can take a shot at various farm targets either with mounted paintball guns, or an air powered cannon that shoots chunks of corn cobs.

-Pick-your-own pumpkin patch - approx. 16 acres of well groomed pumpkin patch where we invite customers to get a little dirty and discover how things grow as they hunt for the perfect pumpkin for their fall pleasure. Also used for fall field trips where kids are taught about the pumpkin cycle and then get to go hunt for all the parts of the growing fruit.

-Parking Lot - Newly expanded 4 acre farm field used for parking of visiting vehicles. Area is well cared for with proper weed control, and edge grass cutting. The main grass area will be cut and baled for livestock feed or bedding in the off season. Newly paved and graveled entrance directly off of Front St NE will cut down on entrance/exit congestion and confusion, and aid in dust and dirt control. Much planning goes into proper parking flow, handicap space, and a loading zone is incorporated by the entrance for ease and safety.

-Lighting - portable light generator is used on Friday and Saturday nights only, and as needed toward the end of the season for parking area and general down cast lighting. Placement is always planned with consideration of the neighboring homes. Overhead farm lightning is also used on weekend nights and as needed and is down cast. String lighting is used around the main gathering space and has minimal, if any, affects on neighboring homes. Tractor lighting, puck lighting, background prop lighting, as needed emergency lighting, and flashlights are used in the Zombie paintball and flashlight maze only.

-Zombie Paintball area - approx. 3 acres of corn field are used for a trail and scenes. The mounted guns are only operated within the confines of the corn field and not in open areas. There is over 500 feet of standing corn/soybeans buffer within the field, between the sets and neighboring homes. Guns are calibrated to keep shooting distance to a maximum of 400 feet/second. The field is harvested at the conclusion of the season.

-Water/Bathroom area - permeant non-drinking water is available at either end of the main pumpkin building, as well as by the Zombie Loading area. 2-3 portable bathrooms + 1 hand washing station are rented and located at the North end of the event building throughout the season. They are also available during preseason picking for employees.

General Plan for Colony Pumpkin Patch 2017 Season

Why do we do this? Why is it important to our community?

When we opened our pumpkin patch we wanted to provide an opportunity where families could enjoy the fall harvest and reconnect to the land by picking their own pumpkins right off the vine. As these young families and town grew, so did our family farm. We wanted to create a place with more activities for these families to learn about how things grow, as well as a place for them to spend quality time together. At the same time, we discovered that while these other families were spending quality time together, it had also created an opportunity for our own family to be together creating treasured memories and learning lifelong skills along the way.

Mission

Our mission is to provide the community an opportunity to enjoy the simplicity of rural life.

Vision

Create a place where people seek us out to reconnect with each other, the land, and the country in a fun and affordable environment and to support local businesses by providing a unique marketing avenue.

Values

Help other businesses

Get people back to rural roots

Affordable

Quality family time

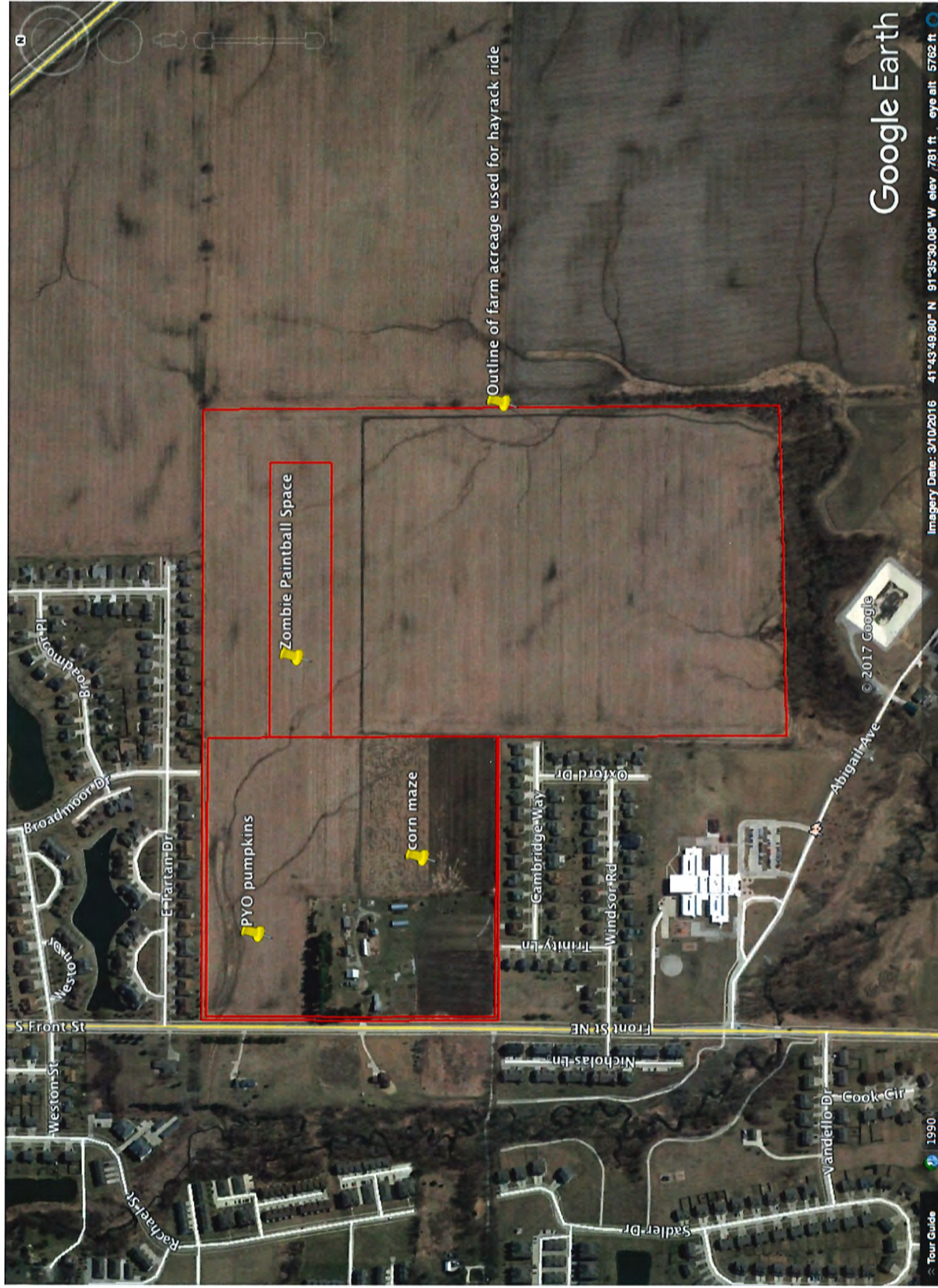
Opportunity to keep our farm alive despite the growth around us

Community involvement

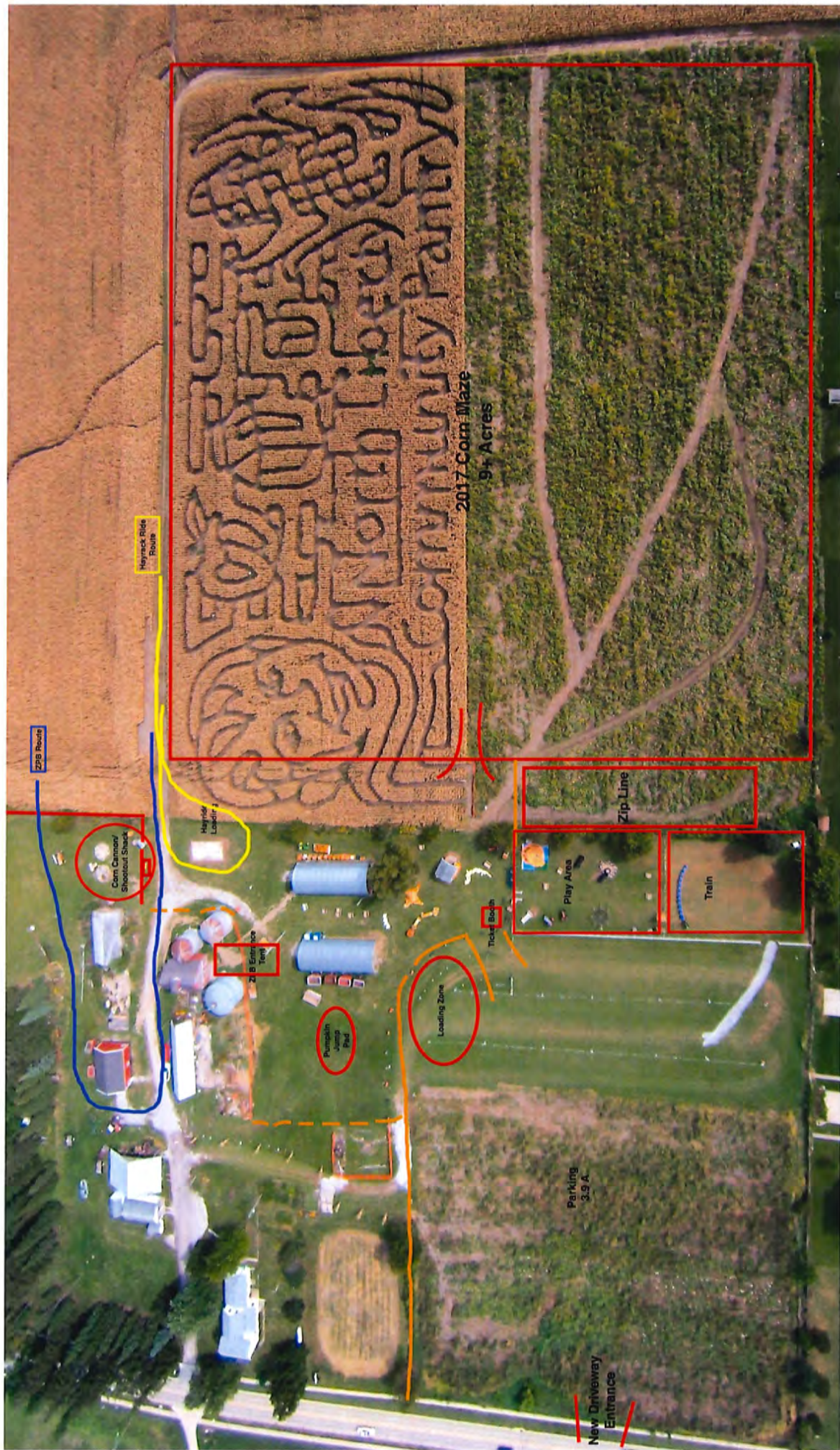
Good customer service

Motto

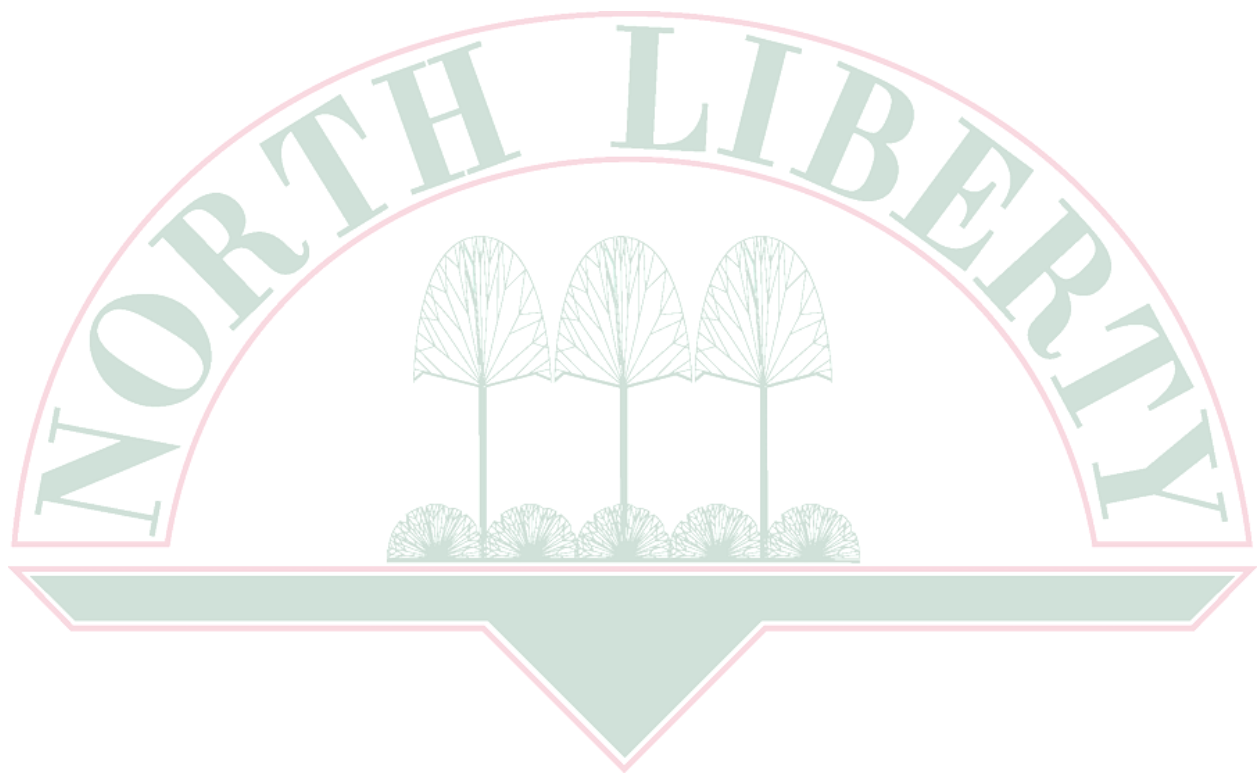
A Little Country...in the City



Google Earth



Police Station



MINUTES FOR HEARING AND
ADDITIONAL ACTION ON ENTERING
INTO A LOAN AGREEMENT

421033-72

North Liberty, Iowa

June 27, 2017

The City Council of the City of North Liberty, Iowa, met on June 27, 2017, at 6:30 p.m., at the Council Chambers, City Hall, 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 Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$5,000,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out 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.

Resolution No. 2017-66

**RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER
INTO A GENERAL OBLIGATION LOAN AGREEMENT**

WHEREAS, the City of North Liberty (the “City”), in Johnson County, State of Iowa, heretofore proposed to enter into a General Obligation Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$5,000,000 for the purpose of paying the cost, to that extent, of undertaking an urban renewal project in the North Liberty Urban Renewal Area consisting of constructing, furnishing and equipping a new police station, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of June 27, 2017, no petition had been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City;

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 General Obligation Police Station Bonds or Notes 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. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

• • • •

On motion and vote, the meeting adjourned.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JOHNSON
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the public hearing and additional action on the City Council's intention of entering into a certain Loan Agreement in the future.

WITNESS MY HAND this ____ day of _____, 2017.

TRACEY MULCAHEY, CITY CLERK



“The City chose to work with Shive-Hattery to help with this process because the City had developed a very good working relationship with Shive on previous projects.”

- Brent Schelsman, Mount Pleasant City Administrator
Speaking about hiring Shive-Hattery to help with their Police Facility.





CLINTON COUNTY LAW ENFORCEMENT AND JUSTICE CENTER

CLINTON COUNTY, IOWA

In April 2009, Clinton County formed a Criminal Justice Coordinating Commission to improve the efficiency and effectiveness of the local criminal justice system. The most pressing concern was the current Clinton County Jail, which had significant security and operational concerns. It no longer supported the operational intent of a modern criminal justice facility.

The Clinton Police Department faced challenges as well. It had resided in two different leased spaces since its formation – first co-located with the sheriff’s office through the mid-1980s, and then in a downtown Clinton storefront. This location was intended to be a temporary, five-year solution. The building wasn’t designed to facilitate police operations, lacked space for current staffing levels and was shared with three non-related businesses.

To identify future needs of the police department, county sheriff’s office and jail facility, as well as the countywide communications department, Shive-Hattery conducted a space needs assessment. The goal was to define the facility size that would best fit the needs of each department and allow for efficient operation.

Clinton County received a report that outlined options and findings, including forecasted operational costs and initial estimated construction costs. The county has used this document, along with multiple Shive-Hattery presentations, to understand its upfront and long-term expenditures and proceed with a bond referendum campaign.

A new 59,000-square-foot Clinton County Justice Center was designed to house Sheriff’s administrative offices, emergency operations center, the 911 emergency communications center, and a 96-bed jail with expansion for up to 126 beds. The site housing the existing jail and historic courthouse was selected as the site for the new center.

The Clinton County Justice Center was designed and built to efficiently meet the long-term justice and public safety needs of the county. Security is improved with the new lobby and secure corridor that connects the jail to the courthouse while limiting movement of offenders. The entire facility was planned with future growth in mind; an open-shell portion adjacent to booking provides future capacity for housing.

Clinton County taxpayers will save money with this replacement facility through reduced maintenance costs and less money required for out-of-county inmate housing.

SERVICES PROVIDED

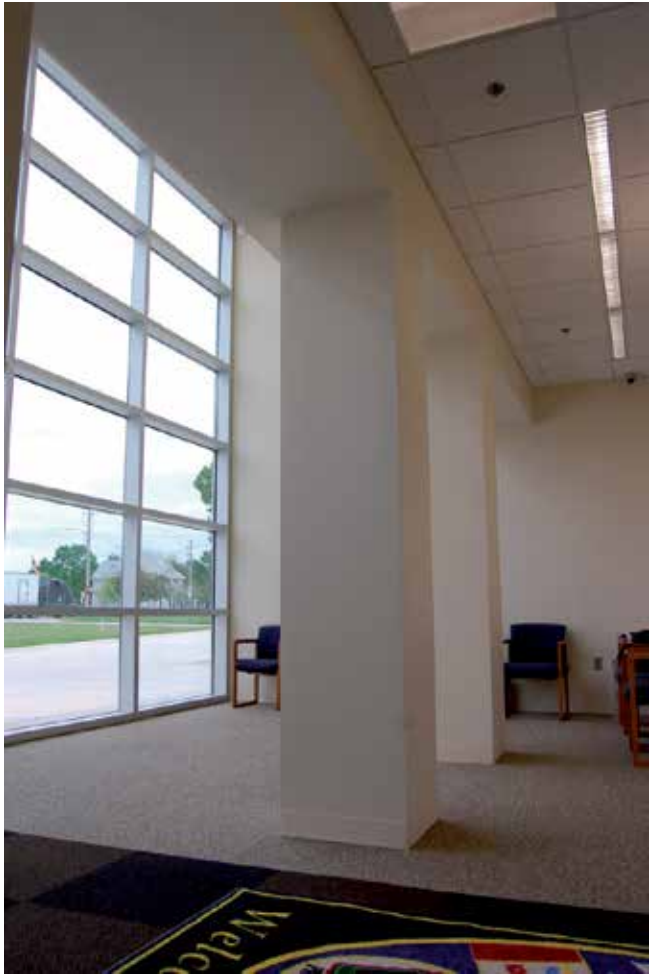
- Architectural Design
- Building Information Modeling (BIM)
- Civil Engineering
- Construction Administration
- Electrical Engineering
- Feasibility Study
- Interior Design
- Land Surveying
- Landscape Architecture
- Mechanical Engineering
- Needs Assessment
- Structural Engineering

FINAL CONSTRUCTION COST

N/A

COMPLETION DATE

Under Construction



MOUNT PLEASANT POLICE STATION

MOUNT PLEASANT, IOWA

The City of Mount Pleasant wanted to review a vacant grocery store building and determine if the space could be renovated to provide a new location for the Mount Pleasant Police Department. The current police station was undersized and lacked secure evidence storage space.

Working with the City Administrator, the Police Chief and Lieutenant, Mayor, and City Council members Shive-Hattery gathered information in order to provide an evaluation of the considered building.

The former grocery store proved to be an adaptable structure and Shive-Hattery developed the design for renovation of the store. The new home for the Police Department has 17,000 square feet of office space, interrogation rooms, weight room, locker rooms, squad room and a training room. The building also provides evidence storage and a garage for police vehicle maintenance.

Green design principles were used throughout the new facility. The existing lighting, flooring and mechanical systems were modified and reused. Street front parking lots were vegetated and used for storm water retention which reduces heat island effect. Low-flow water fixtures and motion-sensored lighting conserve resources and a new white EPDM roof will also reduce heat-island effect.

The new police facility is located a short walk from the town square giving it a more civic presence. The site and street face of the building compliment Mount Pleasant's recent new streetscape design, also developed by Shive-Hattery. It reflects both the historic flavor of Mount Pleasant while also providing a modern image for the Police Department.

The Mount Pleasant Police Department received \$600,000 in I-jobs funding from the State of Iowa which helped finance over half of the project cost. This allowed the City of Mount Pleasant to add necessary amenities to the project while preserving funds in the overall city budget for other improvement projects.

Main Street Iowa recognized this project with an honorable mention award for best adaptive use of a building.

SERVICES PROVIDED

- Architectural Design
- Construction Administration
- Construction Observation
- Electrical Engineering
- Feasibility Study
- Interior Design
- Mechanical Engineering
- Site Design
- Structural Engineering

FINAL CONSTRUCTION COST

\$1,170,000

COMPLETION DATE

2010

CLIENT REFERENCE

City of Mount Pleasant, IA
Mr. Brent Schleisman
307 East Monroe Street
Mt. Pleasant, IA 52641-2109
319.385.1470



PANORA CITY HALL, POLICE AND EMS STATION PANORA, IOWA

The new 12,000-square-foot City Hall, Police, and EMS facility is comprised of two major building masses. The first is a two-story office building with City Hall, City Council and the Police Department on the ground level and Emergency Medical Services, IT and storage spaces on the upper floor. The second building mass is a single-story ambulance bay.

The exterior is clad with two-tone brick veneer, bronze windows and metal trim with corbelled brick arches and the second story windows. Strong horizontal relief lines were created by stepping out individual courses of brick creating depth and shadow to the building façade. The interiors were clad in rich earth tone colors with slight burgundy accents. Stained and varnished wood trim and door panels offer visual distinction as you enter the building. Hidden light coves line the primary corridor and elegantly trimmed millwork defines the council bench and chambers.

A small new parking lot with new sidewalks complete the secondary access drive. Subtle landscaping fills in the negative spaces and roots the building to the corner of the town square helping establish its own presence within the community.

SERVICES PROVIDED

- Architectural Design
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering

FINAL CONSTRUCTION COST

\$1,447,732

COMPLETION DATE

2012



MONROE COUNTY, IA PUBLIC SAFETY CENTER

MONROE COUNTY, IOWA

Operating out of a facility built in 1941 that was undersized and didn't meet life safety requirements, the Monroe County Sheriff's Department and the City of Albia Police Department had significant security concerns in terms of how the building functioned. Its existing configuration didn't allow for direct observation, so staff were reliant on surveillance cameras to monitor the incarcerated.

The facility was also the subject of adverse Iowa State Fire Marshal and State Jail Inspector's reports; citing it was structurally unsound, and posed serious security and liability risks.

Shive-Hattery provided comprehensive design, schematics, and graphics materials for a public awareness campaign to help the community understand law enforcement needs and the proposed solution: a new facility.

Once voters approved the proposal, Shive-Hattery moved forward with the design of a 16,056-square-foot shared facility for the Monroe County Sheriff's Department and the City of Albia Police Department. The facility allows interaction when necessary. Shared amenities include evidence storage and processing areas, the break room, the fitness room and locker areas.

The facility also maintains a distinction between the two entities for streamlined chains of custody. For the first time, staff can directly observe all inmate housing areas through a single control center without the need for cameras. Mirrored glazing allows officers to see into the inmate areas without the inmates being able to see out. Providing 24 beds, the Monroe County Public Safety Center nearly doubled their inmate capacity.

To reduce energy usage, the County selected a cutting edge LED system utilizing PoE (Power over Ethernet) to power and control light fixtures. A security electronics system operates doors, utilities and cameras. In case of a power loss, built-in redundancies allow for uninterrupted operation. With these controls in place, the facility can be run by one person if needed, allowing for greater flexibility in staff scheduling.

A variable-air volume system utilizing DX cooling and high-efficiency boilers for heating was selected to provide heating, cooling and ventilation throughout the facility.

A drive-through sallyport allows sheriff and police vehicles to drive in, as the doors close behind them, providing an immediate secure perimeter. From there, detainees are escorted to the booking and holding area where they are either booked or can post bail.

Shive-Hattery worked closely with the Monroe County Sheriff's Department and the City of Albia Police Department to develop a new facility that meets the needs of both entities while still maintaining the budget cap.

High-tech building controls and monitoring systems reduce the number of staff required to keep the facility running safely. Inmates are now monitored through direct observation instead of relying on surveillance cameras, which helps to reduce problem behavior and identify problems in their early stages. A streamlined chain of custody ensures staff safety as detainees are brought into the facility.

Due to the success of the Monroe County Public Safety Center, staff members are fielding calls from other counties that want to learn more about the building and how it works.

SERVICES PROVIDED

- Architectural Design
- Civil Engineering
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering

FINAL CONSTRUCTION COST

N/A

COMPLETION DATE

2017



BLUE GRASS PUBLIC SAFETY BUILDING

CITY OF BLUE GRASS, IOWA

The City of Blue Grass needed to combine its departments in order to make their operations more efficient. Shive-Hattery was selected to provide civil, structural and electrical engineering and architectural design for a 22,823-square-foot pre-engineered public safety building to house the fire, ambulance and police departments. The building has bays for nine fire trucks, three police cars and two ambulances. A second story features housing for firefighters and a full kitchen area.

Structural design included the design of reinforced concrete foundations and design of lateral shear force transfer to foundation. The project also included the structural design of a 30.5-foot-high, reinforced masonry hose tower on a cast-in-place concrete foundation.

The lighting uses super T8 lamps with electronic ballast; high efficiency louver fixtures in the offices; high efficiency low bay fluorescent fixtures in the apparatus bays; and lens troffers in the corridors. Occupancy sensors for lighting control are used in private offices, corridors, restrooms, janitor closets and electrical/mechanical rooms. The overall building lighting is 10% more efficient than energy code.

Bidding and construction phase services were also provided.

SERVICES PROVIDED

- Architectural Design
- Civil Engineering
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Construction Observation

FINAL CONSTRUCTION COST

\$2,069,643

COMPLETION DATE

2009



CLIVE GOVERNMENT CENTER

CLIVE, IOWA

The City of Clive’s police department has been challenged with working within a building that dictated how it operated the department. This two-story building is operationally inefficient, inhibits communication, lacks critical security measures, and does not allow for indoor parking to protect valuable vehicle equipment in each patrol car.

Recognizing this problem, the City worked with Shive-Hattery to prioritize their needs and visualize a building solution.

A mission statement was developed with the staff to truly understand their goals for this project. Throughout programming, planning, and design, the mission statement was used to evaluate key decisions. For example, a life cycle costing analysis of a geothermal system was done to understand the payback period. Since one of the goals of the city was to utilize strategies to reduce facility life cycle costs, a direction was easily reached. This same mission statement was used during the public input process to help the community understand and support the city’s goals and project direction.

The solution was derived from exercises that forced the department to think about how they wanted to operate their department. This was enlightening to many staff members who had gotten used to compromising their needs. Shive-Hattery worked with the department to collect data regarding current and projected staff and patrol officers, number of arrests and citations, individuals booked, and individuals transferred to a local jail. This data was analyzed to understand the current and future needs of the department and create a ‘right-sized’ facility. Specifically important to the City was a thorough analysis for the need of holding cells, as well as an analysis of the need for a patrol vehicle garage.

Key issues were ultimately identified and a clear understanding of the space and operational needs were established.

Diagraming was used to communicate and fully understand the internal relationships that would exist within a building solution. Massing studies were completed to understand the relationships of access within the police department, including public access, flow of patrol vehicles, movement of detainees, as well as staff movement. Design studies were completed to develop the best floor plan to address flow within the building.

Additionally, Shive-Hattery provided the city with a study of precedent projects to show how other facilities operated as well as help the city determine the aesthetic appear that appealed to them the most. This exercise gave the staff an opportunity to react to different images and create a cohesive vision for their project.

The City was provided a document with proposed floor plans, engineering systems, materials with the purpose to provide an understanding of the magnitude of the project and expected building performance. Armed with this systematic approach of understanding needs, Shive-Hattery and the City of Clive were able to implement a public input process.

SERVICES PROVIDED

Planning Programming

FINAL CONSTRUCTION COST

N/A

COMPLETION DATE

2013



AMES POLICE DEPARTMENT AND CITY HALL RENOVATION

AMES, IOWA

The City of Ames found itself short on space in its current municipal facility, which included city administration, police, engineering and IT departments. With unused and underutilized space available, the city wanted to better understand its renovation options.

To chart a course for better space utilization, Shive-Hattery first completed a space analysis and building-condition evaluation of the City of Ames Police and City Hall facility. This examination showed that the police department could benefit by capturing an existing corridor and an unused detention block, and using this space for other police department activities.

The city elected to proceed with renovation recommendations. Shive-Hattery was able to expand police department spaces by creatively repurposing the underutilized spaces. New spaces included records storage, an emergency operations center, a dispatch room, a 24-hour access lobby, evidence storage and small detention facility, along with select office and work room updates. The design improved internal circulation, making it more intuitive and facilitating access through an additional exterior entrance. Efforts complied with the Davis Bacon Act.

With this departmental renovation, the police department was able to resolve its operational deficiencies. Police records are now available 24/7 to the public via a new public access lobby. A new holding area facilitates faster and safer booking, short-term holding and interviews. A new emergency operations center functions as a crises suite in emergency situations, also doubling as a briefing room in normal conditions. Creative repurposing of existing space allowed for more efficient flow and usage during daily operations.

SERVICES PROVIDED

- Architectural Design
- Electrical Engineering
- Mechanical Engineering
- Planning
- Programming
- Structural Engineering

FINAL CONSTRUCTION COST

\$806,057

COMPLETION DATE

2013



*JASPER COUNTY LAW ENFORCEMENT CENTER

JACKSON COUNTY, IOWA

The Jasper County Law Enforcement Center was completed in two phases by members of Shive-Hattery while with a previous firm. Phase I included programming and site selection services to analyze several options for Jasper County to consider for continued operations of the jail. Options the design team evaluated include renovating the current jail, building an addition to the current jail, renovating the county care facility, or building a new jail. After the conclusion of the study it was determined that building a new Law Enforcement Center on county-owned land was the best option.

Following phase I services the team provided bond referendum assistance to the county. In July 2003, the bond referendum campaign succeeded and design progressed for a new 88-bed Law Enforcement Center, expandable to 104. Major components of the Law Enforcement Center include: multi-classification housing units, Sheriff’s administration, Emergency 9-11 dispatch, booking, medical facilities, full-service kitchen, and courtroom.

* Work completed by Mike Lewis.

SERVICES PROVIDED

- Architectural Design
- Budget Development
- Construction Administration
- Masterplan
- Needs Assessment
- Planning
- Study

FINAL CONSTRUCTION COST

\$6,572,300

COMPLETION DATE

2005



*LOUISA COUNTY LAW ENFORCEMENT CENTER

LOUISA COUNTY, IOWA

Members of Shive-Hattery provided needs assessment, site selection, referendum assistance, and design and construction administration services for the new Louisa County Jail. Upon understanding the county’s jail needs, the team assessed four potential sites for jail operations. Building an addition to the vacated county care facility was determined the best option due to the ability to reuse existing space at the care facility and ability to expand future jail operations on the site.

Following a successful bond referendum, the design team provided architecture and engineering services for the 10,462 SF jail containing 38 beds in 6 housing units. The jail was designed with the capacity to expand to 50 beds. In addition to the housing units, a 911/dispatch center, vehicular sallyport, booking area, video court room, and video visitation were part of the new facility. A portion of the vacated county care facility was remodeled to house the Sheriff’s Administration offices and support spaces.

* Work completed by Mike Lewis.

SERVICES PROVIDED

- Infrastructure Analysis
- Demographic Analysis
- Programming
- Design
- Bidding
- Construction Administration

FINAL CONSTRUCTION COST

\$3,600,000

COMPLETION DATE

2009



*MARION COUNTY LAW ENFORCEMENT CENTER

MARION COUNTY, IOWA

Members of Shive-Hattery provided a full range of professional services for this new county jail while with a previous firm. Following the programming and planning process, the team assisted the county with a bond referendum campaign, which resulted in an 82% passing vote. Design then proceeded for a 21,210-square-foot Law Enforcement Building. The facility was designed to accommodate 50 detention beds with expansion to 80 beds with a future housing addition of 4,400 square feet.

Inmate Housing Areas are designed with six classification levels to separate sentenced and non-sentenced offenders. Configurations allow for proper sight and sound separation between male and female offenders. Day lighting in housing units was designed to borrow light from overhead clearstory windows which distribute natural light evenly to the dayrooms and the cells. Maintenance access to the cells was handled through a rear chase configuration allowing clear separation of maintenance personnel from the daily operations of the facility.

All support areas of the facility were built in the initial phase of construction and were designed to accommodate the maximum capacity of the building at 80 beds. Support areas include Sheriff’s administration space with interview and evidence storage; intake/release space, including holding cells and a three-stall vehicular sallyport.

The building envelope follows the International Building Code and uses metal building components to fit into the industrial character of the area. The County’s Emergency Dispatch Center is also located in the facility.

* Work completed by Mike Lewis

SERVICES PROVIDED

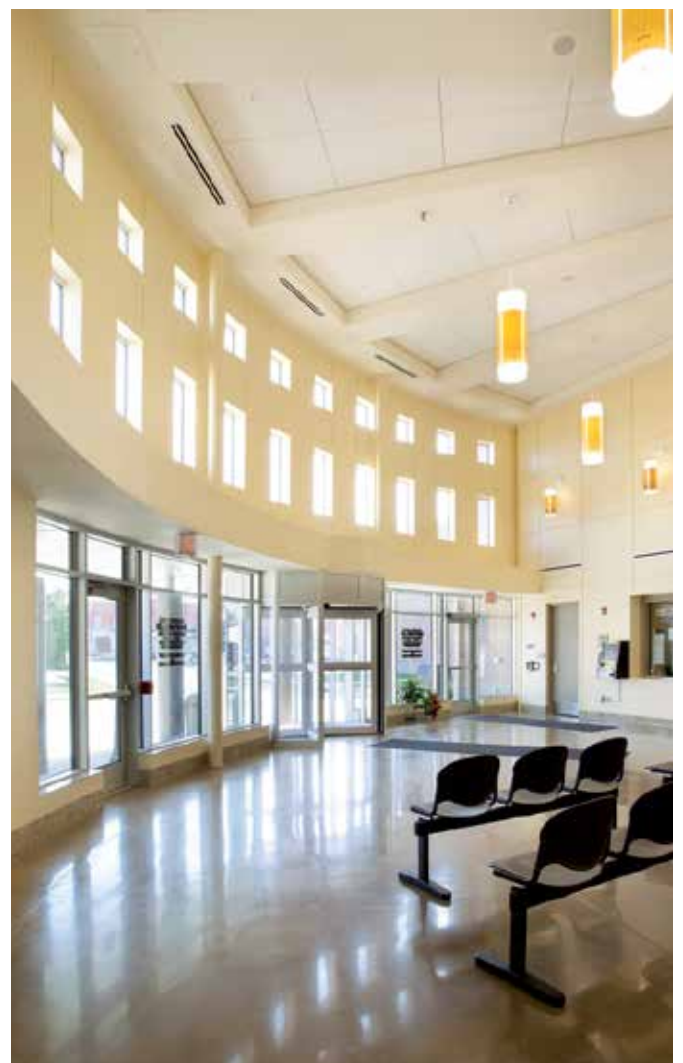
- Architectural Design
- Budget Development
- Construction Administration
- Masterplan
- Needs Assessment
- Planning
- Study

FINAL CONSTRUCTION COST

\$5,100,000

COMPLETION DATE

2006



*WILLIAMSON COUNTY SHERIFF'S OFFICE AND JAIL

WILLIAMSON COUNTY, ILLINOIS

Williamson County's government facilities had outgrown its aging facility in three primary service areas: county administration, courts and court administration, and the law enforcement center. Jail operations were ineffective and inefficient and the average length of stay had nearly doubled to 27.92 days. With significant needs in all of these services areas the county had to find a long-term solution to satisfy the effective delivery of governmental services to the community with limited financial resources.

As the sheriff's operational budget for the jail had the largest impact on the county's ability to allocate resources to other departments, our justice planning team worked to find the best operationally effective solution to meet the needs of the jail. Programmatic and assessment modeling options considered the average daily population of nearly 100 male and female offenders and determined a range of considerations from 150 beds to 256 beds. In conjunction with right sizing the jail, a comprehensive masterplan was developed to properly position the law enforcement center with a new county administration building and the eventual remodeling of the existing facility for expanded courts and court administration. The team participated in the development of financial strategies, to balance long-term operational costs with initial capital and financing costs. Ultimately the county benefited from a favorable bidding climate and was able to construct a 240 bed facility, an increase from the original approved recommendation of a 186-bed facility. Essentially, the county was able to expand the facility in the initial phase of work.

The 81, 250-square-foot, 240-bed County Jail and Law Enforcement Center houses sentenced and non-sentenced offenders in seven classification housing units including 48 work-release dormitory style beds split evenly between male and female inmates. The facility includes offender housing, medical, laundry, booking, kitchen and sheriff's offices. This new facility connects to the expanded county courts operations by a secure corridor. The laundry, medical and kitchen support services for the jail are centrally located within the facility. The medical suite allows staff to work out of a centralized area and take needed services to each of the housing units. The kitchen was designed as a full service operation providing nearly 600 meals a day with the capability to expand and serve 1000 meals per day.

Now fully implemented, the expanded government services campus provides better access to courts, county administration, and the law enforcement center services. Williamson County was able plan for an operating budget reduction of \$750,000, increase the potential of generating \$350,400 of revenue each year with the additional bed capacity and create a positive economic impact by supporting 575 additional jobs in the area during construction. Jail staffing ratios were improved to a 5 inmate per employee from a previous ratio of 2.23 to 1.

* Work completed by Mike Lewis

SERVICES PROVIDED

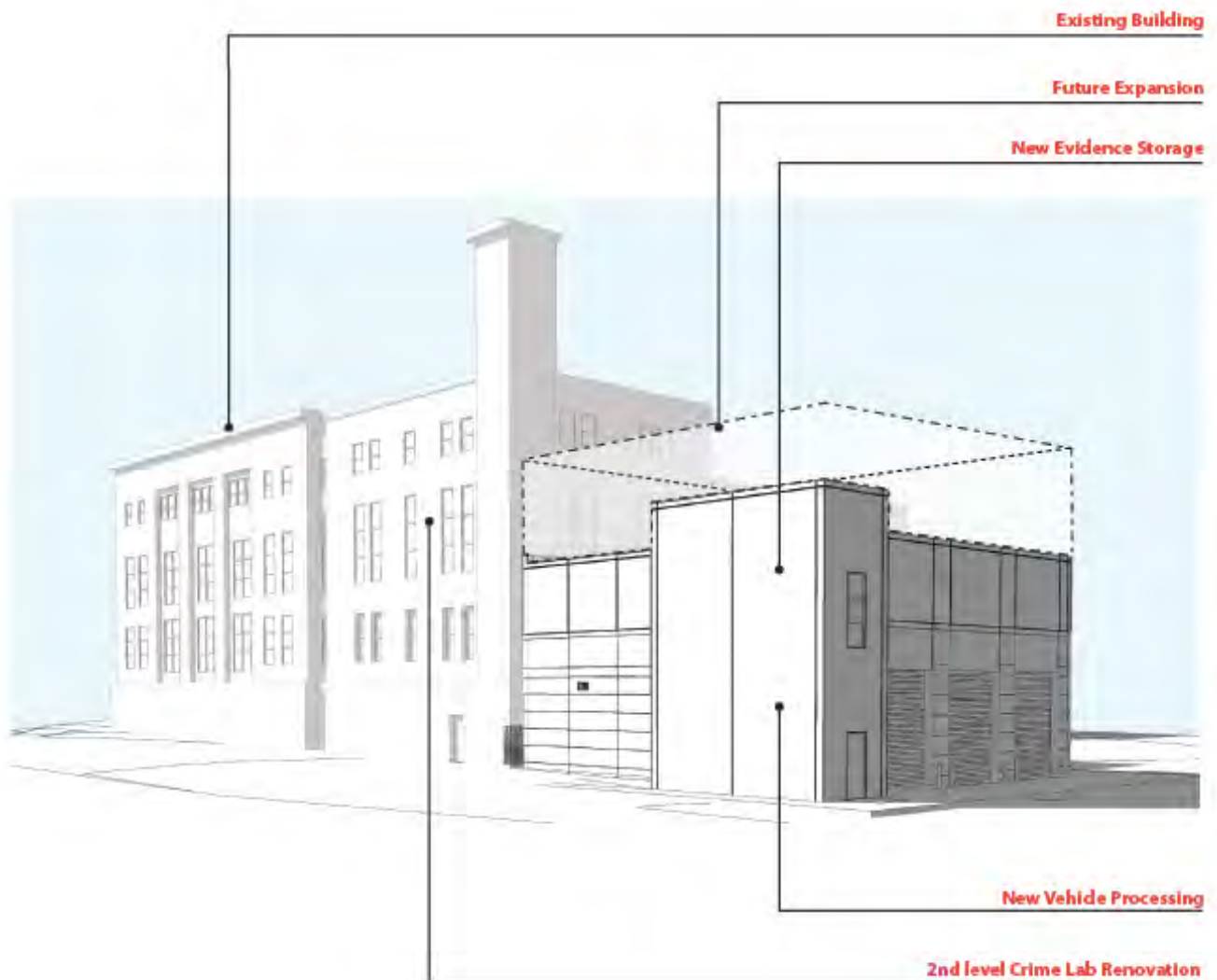
Architectural Design
Construction Administration
Planning
Programming

FINAL CONSTRUCTION COST

\$18,500,000

COMPLETION DATE

2011



DES MOINES POLICE EVIDENCE STORAGE BUILDING

DES MOINES, IOWA

The Des Moines Police Department needed a new vehicle processing area, because their existing space was cramped and poorly lit. There was space for only one vehicle at a time, which impacted their ability to review cases in a timely manner. The City’s initial request was for a one-story addition with space for three bays, one of which would store their tactical vehicle. The City envisioned adding two floors to this building in the future, but believed their budget would only allow for the initial one-story structure.

With diligent budget analysis and research of cost-effective options, Shive-Hattery presented a solution, with only a small increase in the budget. This could be achieved by using precast concrete for the building envelope. Precast concrete is durable, secure, and less costly to install than other more traditional building envelope materials. The City was able to identify additional funding and took advantage of constructing the larger building that fit their needs for a longer period of time.

The west façade of the existing Police Department building was identified as having historical significance. The design team consulted with local and state agencies on design elements of the new addition, so that it properly respected the historical nature of the existing Police Department, as well as, the entire historic neighborhood.

Due to minimal change orders on the project, the City chose, part way through construction, to turn vacated holding cells into evidence processing labs. In a short four-week timeframe, our team completely redesigned the space into two lab rooms.

Creative solutions allowed the client to gain more than they thought possible. The Police Department came to the project with the expectation of a new one-story vehicle processing addition. With thoughtful planning and collaboration, the design team was able to help them achieve not only the new vehicle processing addition, but a second story that more than doubled their evidence storage space, and added much-needed lab space. The new facility and renovated lab area allow investigators to do their jobs properly, in a well-lit environment, for the betterment of the citizens of Des Moines.

SERVICES PROVIDED

- Architectural Design
- Construction Administration
- Electrical Engineering
- Landscape Architecture
- Mechanical Engineering
- Site Design
- Structural Engineering

FINAL CONSTRUCTION COST

\$1,528,018

COMPLETION DATE

2014



Through developed relationships with the City of North Liberty and in-depth knowledge of your civic needs, we can be [productive from day one!](#)

SHIVE-HATTERY POLICE STATION EXPERIENCE

NEW BUILDINGS

Panora City Hall, Police and EMS Station
Des Moines Police Evidence Storage Building
City of Clive - Police and Fire
Bloomington Police Facility
Blue Grass Public Safety Building
Monroe County, IA Public Safety Center
Clinton County Law Enforcement and Justice Center
Metro Mclean County Centralized Communications Center

RENOVATIONS

Ames Police Department and City Hall Renovation
Clive-Police Dept Locker Room/Office Remodel

STUDIES

Mount Pleasant Gateway/Police Station Concepts
Ames City Hall Space Use Report
Clinton County, IA Jail, Police, E911 Needs Assessment
Clinton County Jail, Police Site Analysis and Pre-Referendum
Hansen - Altoona City Hall and Police Facility Study
Colona Municipal Building Programming
Moline Space Needs Analysis
Platte City Facility Evaluations and Recommendations
City of Clive Public Safety Facility PreDesign
Center

OTHER

Rock Island Police Station Repair
City of Bloomington - Police Parking Deck Ventilation
Cedar Rapids Police Department Security Upgrades
City of Clinton Police Structural Analysis
Panora Police & Fire Station Structural Review
City of Des Moines Police - Ph 3 Park. Lot
City of Des Moines Police Station Park. Lot Improvements
City of Bloomington - Police Training Facility Addn/HVAC Improvements
IL State Police District 8 Headquarters Roof Replacement
Benton County Missouri - Jail and/or LEC

TEAM MEMBER POLICE STATION EXPERIENCE



Education

Master of Architecture and Bachelor of Science,
Architectural Studies, University of Nebraska-
Lincoln

Professional Designations

Licensed Architect, IA, IL, NE, MO, IN, FL
American Institute of Architects (AIA)

Professional Memberships

American Institute of Architects, Iowa Chapter
(AIA)

American Correctional Association (ACA)

National Council of Architectural Registration
Boards (NCARB)

Michael S. Lewis, AIA, NCARB

INSTITUTIONAL TEAM LEADER/JUSTICE DESIGN PLANNING AND OPERATIONAL PROGRAMMING

Over the course of his 30 year career, Mike has specialized in the programming and design of justice projects using both traditional and alternative methods. Given his primary focus in government sector work, he has developed a keen sense of identifying operational and space planning needs, using evidence-based practice philosophies and working with clients to achieve their strategic and operational objectives.

Related project experience:

- * Des Moines Police Dispatch Center Remodel, Des Moines, IA
- * Jasper County Law Enforcement Center, Newton, IA
- * Louisa County Law Enforcement Center, Wapello, IA
- * Marion County Law Enforcement Center, Knoxville, IA
- City of Pleasant Hill, IA Police / Fire and City Hall Study, Pleasant Hill, IA
- City of Altoona Police and City Hall Facility Study, Altoona, IA
- City of Ames Police Department and City Hall Design, Ames, IA
- Des Moines Police Evidence Storage Building, Des Moines, IA
- City of Clive Police and Fire Facility Study, Clive, IA
- City of Des Moines- Police - Ph 3 Park. Lot, Des Moines, IA
- Clinton County Law Enforcement and Justice Center, Clinton, IA
- City of Clive Police Dept Locker Room/Office Remodel, Clive, IA
- Altoona City Hall and Police Facility Study, Altoona, IA
- Warren County Law Enforcement Facility, Indianola, IA
- *Williamson County Sheriff's office and jail, Williamson County, IL



Education

Master of Architecture
University of California-Berkeley
Bachelor of Arts - University of Chicago

Professional Designations

Licensed Architect, IA, IL
LEED AP - Leadership in Energy and
Environmental Design

Professional Memberships

American Institute of Architects, Iowa Chapter
(AIA)

Brian Gotwals, AIA, LEED AP BD+C

LICENSED ARCHITECT

Brian is an architect with over 20 years of experience in a wide variety of settings. He has designed a number of different building types and has worked in all aspects of the building process, from initial designs to contract documents to field administration. He has extensive experience with multi-family residential projects.

Related project experience:

- Mount Pleasant Police Station, Mt Pleasant, IA
- North Liberty Civic Campus Concept Study,, North Liberty, IA
- North Liberty Streets and Maintenance Facility, North Liberty, IA
- North Liberty Council Chambers, North Liberty, IA
- Hills City Hall, Hills, IA
- Iowa City City Hall (Interior Improvements), Iowa City, IA
- *Linn County Elections Depot
- *Hiawatha City Hall, Hiawatha, IA

* work performed at previous employer

Squash Bend Final Plat and Site Plan



Prepared by:
Electrical Consultants, Inc, 3521 Gabel Road, Billings, MT 59101

Return to:
3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767

**STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT
AND
EASEMENT**

Lot 1, Squash Bend First Addition

THIS AGREEMENT, made by Alliant Energy and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Interstate Power and Light Company, hereinafter referred to as "Owner."

SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.

A. The Owner has requested that the City approve this Stormwater Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the Stormwater Management Facility for the Squash Bend Substation (the "Facility") will be constructed, with said real estate legally described as follows:

Lot 1, Squash Bend First Addition, City of North Liberty, Johnson
County, Iowa

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

1. The Owner has full ownership and control of the real estate described above;
2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner and any other person or party determined to be a "*responsible person*" as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.

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

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

SECTION 3. MAINTENANCE AND REPAIR OF STORMWATER MANAGEMENT FACILITY.

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

1. Clean and remove debris from the detention outlet structure and ponding area on a bi-monthly schedule.
2. Complete regular inspections after significant rainfall events of 4 inches or more.
3. Mow and maintain grass in the graded detention bottom and slopes in conformance with Chapter 52 of the City of North Liberty Code of Ordinances. This is a seasonal requirement during spring and summer seasons.
4. Annual inspections will include searching for signs of unwanted animals such as muskrats, beavers, woodchucks, skunks and other burrowing animals that could compromise side slopes of the detention area. Should these animals be present, the Owner shall contact a licensed and insured professional to remove pests, where necessary.
5. Monitor sediment accumulation in the detention pond including the subdrain and trench. Where sediment and/or debris inhibits free flow of water to and from the detention pond, it shall be removed to the extent necessary to restore flow of stormwater. This will be monitored annually and sediment and debris removed as necessary.
6. Inspect storm sewers annually. Repair private storm sewers onsite, as necessary. Notify the City of damage to public storm sewers.

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

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

SECTION 4. MAINTENANCE AND REPAIR EASEMENT.

The Owner grants to the City perpetual permission for access to the Facility at reasonable times for periodic inspection by City or City's designee to ensure that the Facility is maintained in proper working condition to meet City stormwater requirements and, if necessary, for maintenance and repair of the Facility in accordance with the terms of this Agreement.

SECTION 5. INSPECTION OF FACILITY.

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

B. With respect to Sections 5 and 6, an escort and proper personal protective equipment [PPE] will be required inside locked areas for safety reasons for any City personnel or representatives conducting inspections but will not unduly interfere with the City's access and the timing of said inspections.

SECTION 6. RIGHT OF ENTRY FOR INSPECTION.

In the event that a new stormwater management facility is installed on Lot 1, Squash Bend First Addition, or when any new connection is made between private property and a public stormwater management facility, sanitary sewer or combined sewer, the Owner of that private property will be required to grant to the City the perpetual right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when City has a reasonable basis to believe that a violation of this Agreement or the City's ordinance is occurring or has occurred or when necessary for abatement of a public nuisance or correction of a violation of this Agreement or the City's ordinance.

SECTION 7. RECORDS OF INSTALLATION AND MAINTENANCE AND REPAIR ACTIVITIES.

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

SECTION 8. FAILURE TO MAINTAIN STORMWATER MANAGEMENT FACILITY.

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

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

SECTION 9. ENFORCEMENT AND APPEALS.

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

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

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

SECTION 10. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

SECTION 11. FEES.

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

SECTION 12. NOTICES.

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

Interstate Power and Light Company
200 1st Street SE
Cedar Rapids, IA 52401

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

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

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

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

SECTION 13. SUCCESSORS AND ASSIGNS.

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

DATED this ____ day of _____, 2017.

CITY OF NORTH LIBERTY, IOWA

INTERSTATE POWER AND LIGHT
COMPANY

By: _____
Terry L. Donahue, Mayor

By: _____
Douglas R. Kopp, Vice President

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

STATE OF IOWA, LINN COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2017, by Douglas R. Kopp, as Vice President of Interstate Power and Light Company.

Notary Public in and for the State of Iowa

Resolution No. 2017-67

**RESOLUTION APPROVING THE STORMWATER
MANAGEMENT FACILITY MAINTENANCE
AGREEMENT AND EASEMENT BETWEEN THE CITY
OF NORTH LIBERTY AND INTERSTATE POWER AND
LIGHT COMPANY THAT ESTABLISHES THE TERMS
AND CONDITIONS UNDER WHICH STORMWATER
MANAGEMENT FACILITIES WILL BE MAINTAINED IN
LOT 1, SQUASH BEND FIRST ADDITION IN THE CITY
OF NORTH LIBERTY, IOWA**

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

WHEREAS, the terms and conditions for the maintenance of the stormwater management facilities of Lot 1, Squash Bend First Addition have been set forth in an Agreement between the City of North Liberty ("City") and Interstate Power and Light Company ("Owner");

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

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City of North Liberty and Interstate Power and Light Company is approved for the development of Lot 1 Squash Bend First Addition, North Liberty, Iowa.

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

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
SQUASH BEND FIRST SUBDIVISION

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Centro Inc., hereinafter referred to as "Owner," and Interstate Power and Light Company, hereinafter referred to as "Developer."

SECTION 1. REQUEST FOR PLAT APPROVAL.

The Owner and the Developer have requested that the City approve the proposed final plat, attached hereto as Exhibit A and incorporated herein by reference, for a subdivision known as Squash Bend First (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

Part of Lot 1(One), Iowa Land and Building Company, Second Addition to North Liberty, Iowa according to the Plat thereof Recorded in Book 36, Page 159, Plat Records of Johnson County, Iowa described as follows;

Beginning at the Northeast Corner of said Lot 1; (The following four courses are on the easterly lines of said Lot 1) Thence South 02°05'51" West, 1103.91 feet; Thence North 89°42'38" East, 80.07 feet; Thence South 02°05'51" West, 498.84 feet; Thence South 60°13'38" West, 75.84 feet to the eastern most corner of Parcel 2009-056, Plat of Survey; Thence North 29°46'22" West on the northeasterly line of said Parcel 2009-056, a distance of 150.00 feet to the northern most corner of said Parcel 2009-056; Thence South 60°13'38" West on the northwesterly line of said Parcel 2009-056, a distance of 204.70 feet to a northwesterly line of Dubuque Street and the beginning of a 1091.74 foot radius curve, concaved southwesterly, and having a long chord of 143.26 feet bearing North 38°56'08" West; (The following seven courses are on the northeasterly right of way lines of Dubuque Street) Thence northwesterly on

the arc of said curve, 143.36 feet; Thence North 42°47'14" West, 20.20 feet; Thence North 37°04'40" West, 201.00 feet; Thence North 42°47'14" West, 887.51 feet; Thence North 10°33'15" West, 25.25 feet to the beginning of a 204.00 foot radius curve, concaved southwesterly, and having a long chord of 191.30 feet bearing North 38°30'55" West; Thence northwesterly on the arc of said curve, 199.11 feet; Thence North 47°55'14" West, 63.02 feet to the east right of way of Highway 965; Thence North 09°03'48" West on said east right of way line 127.42 feet to a north line of said Lot 1; (The following three courses are on the north lines of said Lot 1) Thence South 89°59'37" East, 590.82 feet; Thence North 00°44'38" West, 330.03 feet; Thence South 89°59'37" East, 728.45 feet to the Point of Beginning.

Described parcel contains 29.75 acres and subject to easements and restrictions of record.

As part of this request, Owner 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 Owner requests and the City agrees to the construction of the public improvements to Outlot A after final plat approval, the Owner has complied with the security requirements set forth in Section 180.11(8) of the Code of Ordinances and Section 7 of this Agreement (and the same for Developer requests for Lot 1); and
4. The Developer and Owner enter into and abide by this Agreement.

B. The Owner and Developer further agree 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 Owner and 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 Owner and 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.

1. All improvements and facilities to Outlot A described in this Agreement shall be constructed and installed by the Owner according to the plans, specifications, ordinances and standards of the City and in accordance with all applicable federal and state laws and regulations. All improvements and facilities to Lot 1 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 Owner or Developer from its responsibility to Outlot A or Lot 1, respectively, 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. Developer does not plan to install water or sanitary sewer at this time.

2. The Owner and Developer acknowledge that they and their successors and assigns, including but not limited to builders and contractors, are responsible for meeting all requirements set out in approved plans, engineering specifications, City ordinances, City design standards, other applicable written City standards, applicable state laws and regulations, and applicable federal laws and regulations. More specifically, the Owner and Developer and its successors and assigns waive as a defense to any claims of negligence that the City failed to discover or identify to the Developer any act or omission that does not meet the standards set out in approved plans, engineering specifications, City ordinances, City design standards, other applicable written City standards, applicable state laws and regulations, and applicable federal laws and regulations.

C. Standard Requirements. Further, the Owner and Developer agree that:

1. For Outlot A, the Owner shall provide for the installation of all electric lines, street lights, gas mains, telephone lines and other utility facilities that are necessary at the sole cost of the Owner. For Lot 1, the Developer shall provide installation for all necessary utilities at the sole cost of the Developer. Owner and Developer further agree that all utilities except incoming high-powered electric service lines shall be installed underground.

2. At such time as building construction occurs on Lot 1, 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 lot 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. Notwithstanding this provision, ADA-required ramps need to be installed at time other public improvements are installed. Developer will design the sidewalk (from North Bend Drive to Highway 965), but shall only pay for the installation of the portion of said sidewalk directly adjacent to Developer's property. Other than those installed within Lot 1, Developer shall not be responsible for any other improvements related to the installation or design of any sidewalk.

3. The Owner as to Outlot A and Developer as to Lot 1 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 Owner and Developer agree 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 Owner and the Developer shall have a duty to continue the drainage across the property, and, in no event, shall the Owner or the Developer create an undue hardship on the adjoining property owners in the manner in which storm water runoff and drainage is managed.

4. The Owner as to Outlot A and the Developer as to Lot 1 shall provide water, sewer, utility and drainage easements as shown on the plat.

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

6. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) for Lot 1 shall be required to be approved before or at the time of site plan approval and for Outlot A before or at the time of final plat approval for all or part of the outlot.

D. Additional Requirements. Further, the Owner and the Developer agree that:

1. All responsibilities including all costs for water, sewer, and other public utilities required by the City for future development of Outlot A and within the right-of-way abutting Outlot A shall be the responsibility of the Owner and any successors and assigns.

2. These costs shall be submitted to the City in full prior to Council approval of a final plat for all or part of Outlot A. Said payment shall be deemed fully released by the Owner and the Developer and accepted by the City upon approval of the respective final plat.

3. The Owner agrees to explore for existing tile lines within Outlot A when developed, 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.

4. Notwithstanding any provisions, expressed or implied, in this agreement, the Owner and the City agree that Outlot A is not buildable or developable unless and until the City approves a site plan or a new final plat for Outlot A. See also Section 6.

E. Owner's and Developer's Obligations. Nothing in this Agreement shall be construed to impose a requirement on the City to install any original public improvements.

The parties agree that the obligation to install any public improvements shall be in accordance with the plans and specifications drafted by the Owner and the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Owner and the Developer until completion by the Owner and the Developer and until acceptance by the City, as provided by law. Owner and City agree to determine responsibility for and to ensure the installation of the sidewalk on Outlot A at such time it is developed.

SECTION 4. PUBLIC UTILITIES.

The Owner as to Outlot A and the Developer as to Lot 1 agree that it will obtain any necessary concurrence of utility or other easements from appropriate utility companies. The Owner as to Outlot A and the Developer as to Lot 1 agree that development will provide for the continuation of all required water, sanitary sewer and storm drainage facilities. The Owner as to Outlot A and the Developer as to Lot 1 agree that development will connect and use existing public water supplies in accordance with the North Liberty Municipal Code and that the Owner and the Developer will provide respective plans 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 Owner as to Outlot A and the Developer as to Lot 1 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 Owner and the Developer do 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 Owner and the Developer or to the property, or both. The City will endeavor to notify the Owner and the Developer in advance of any proposed action, but failure of the City to do so will not affect the Owner and 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 Owner as to Outlot A and the Developer as to Lot 1 and approved by the City. Within ninety (90) days after the completion of any grading, the Owner and 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. OUTLOT A.

This final plat is approved with the understanding that Outlot A will be further subdivided in the future, and that a preliminary plat, final plat, and all associated agreements and obligations will be required by the City and observed by the Owner at that time. Further, no building permits will be issued for new construction within the boundaries of Outlot A until said platting has been completed, approved, and recorded.

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

A. If all plans for the public improvements and facilities for Outlot A as provided in this agreement are not accepted by the City prior to approval of the final plat, the Owner 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 plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. If all plans for the public improvements and facilities for Lot 1 as provided in this agreement are not 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 plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no building permits will be issued until plans for all the public improvements and facilities are accepted by the City.

B. In the event the Developer, its assigns or successors in interest, should sell or convey Lot 1 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)(2), 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 Lot 1 of the subdivision is 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 Lot 1 of 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. Developer may use contractors to meet any and all of the obligations outlined in this Agreement.

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 Lot 1. 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 for Lot 1 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 Lot 1 in said subdivision.

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

A. The Owner and the Developer agree and are fully obligated to perform as provided in this Agreement. The Owner and the Developer are liable and responsible for each and every respective obligation agreed to be undertaken pursuant to this Agreement, with specific responsibilities as noted. Failure of the Owner or the Developer, employees, agents or assigns, to perform is not a defense for the Owner or Developer against any action to be taken

by the City. In no event is Owner responsible for obligations as to Lot 1, and similarly Developer shall not be responsible for obligations as to Outlot A.

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.

The Owner and the Developer grant 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 Owner and the Developer agree to record this Agreement or a memorandum of 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 the recorded document will be provided to the City.

SECTION 13. TIME OF PERFORMANCE.

The Developer shall install all required public improvements associated with Lot 1 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. The 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 Owner and the Developer represent and state 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 Outlot A and/or Lot 1 until the Owner or Developer, respectively and as appropriate, complies with the appropriate law or regulation. Upon the City's demand, the Owner and/or 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 Owner or 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 all 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 Owner and 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 Owner's and Developer's obligations under this Agreement shall continue in full force and effect even if the Owner or 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 Owner and 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 Owner and the Developer shall record the original copy or memorandum 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 Owner shall be in writing and shall either be hand delivered to the Owner, its agents or employees, or mailed by registered mail at the following address:

Centro, Inc.
c/o Gary Rozek
950 North Bend Drive
North Liberty, IA 52317

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

Interstate Power and Light Company
Real Estate and Right-of-way Department
200 First St. SE
Cedar Rapids, IA 52401

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
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.

CENTRO INC., OWNER

By: _____
Gary Rozek, Chairman

INTERSTATE POWER AND LIGHT COMPANY, DEVELOPER

By: _____
Douglas R. Kopp, Vice President

CITY OF NORTH LIBERTY, IOWA

By: _____
Terry L. Donahue, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2017, by Gary Rozek as Chairman of Centro Inc.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2017, by Douglas R. Kopp, as Vice President of Interstate Power and Light Company.

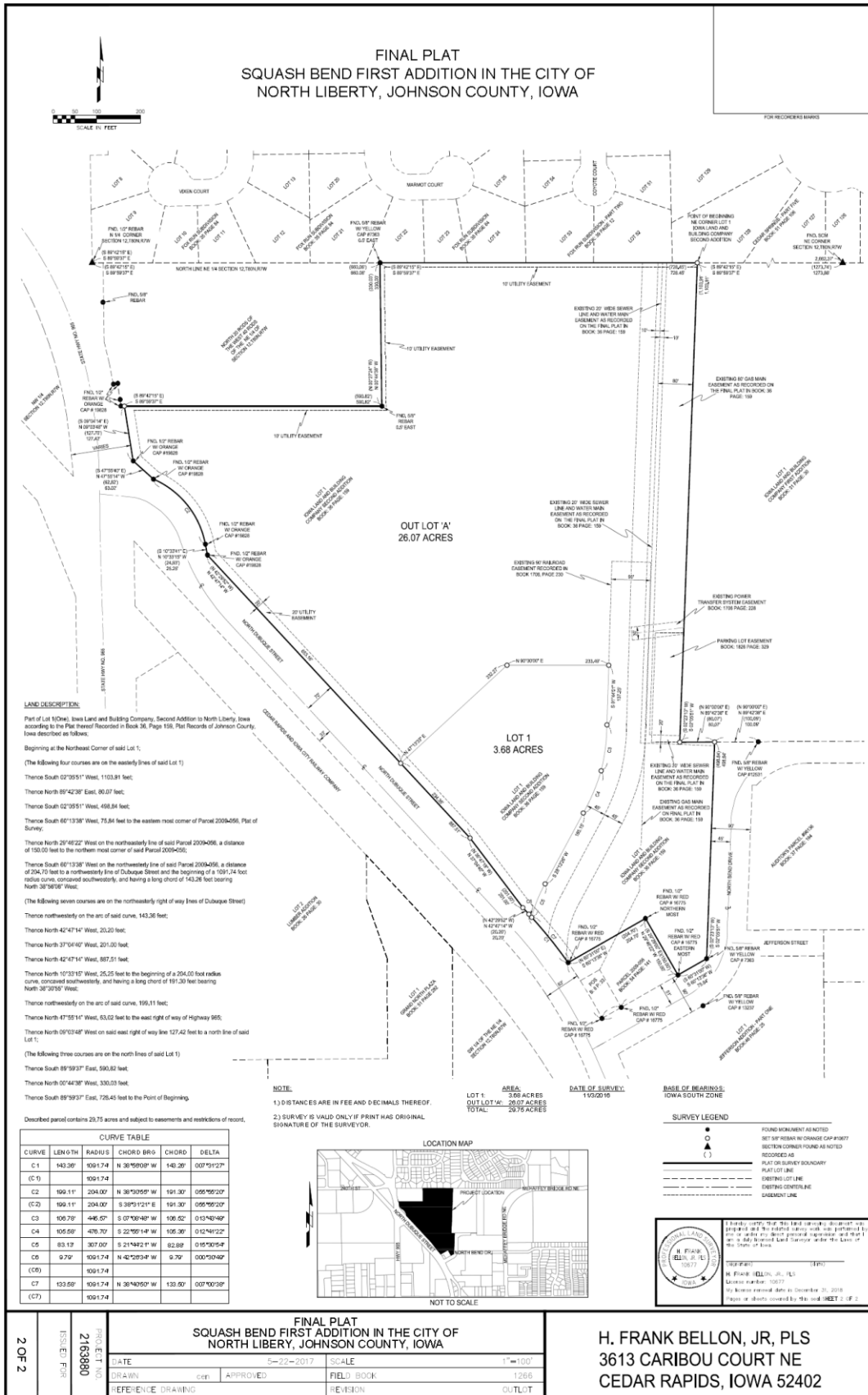
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

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

Notary Public in and for the State of Iowa

EXHIBIT A



Resolution No. 2017-68

**RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY, CENTRO INC. AND
INTERSTATE POWER AND LIGHT COMPANY THAT
ESTABLISHES THE TERMS AND CONDITIONS UNDER
WHICH SQUASH BEND FIRST SUBDIVISION 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 Squash Bend First Subdivision have been set forth in an Agreement between the City of North Liberty, Centro Inc. and Interstate Power and Light Company; and

NOW, THEREFORE, BE IT RESOLVED that that the Agreement between the City of North Liberty, Centro Inc. and Interstate Power and Light Company is approved for the development of Squash Bend First Subdivision, North Liberty, Iowa.

APPROVED AND ADOPTED this 27th day of June, 2017.

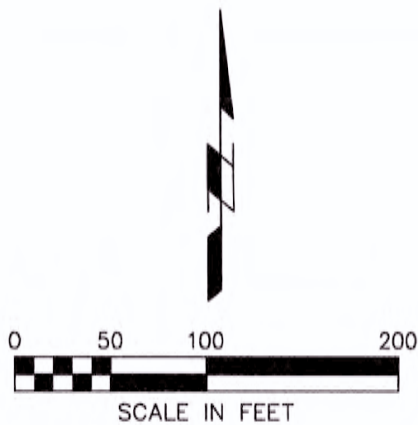
CITY OF NORTH LIBERTY:

ATTEST:

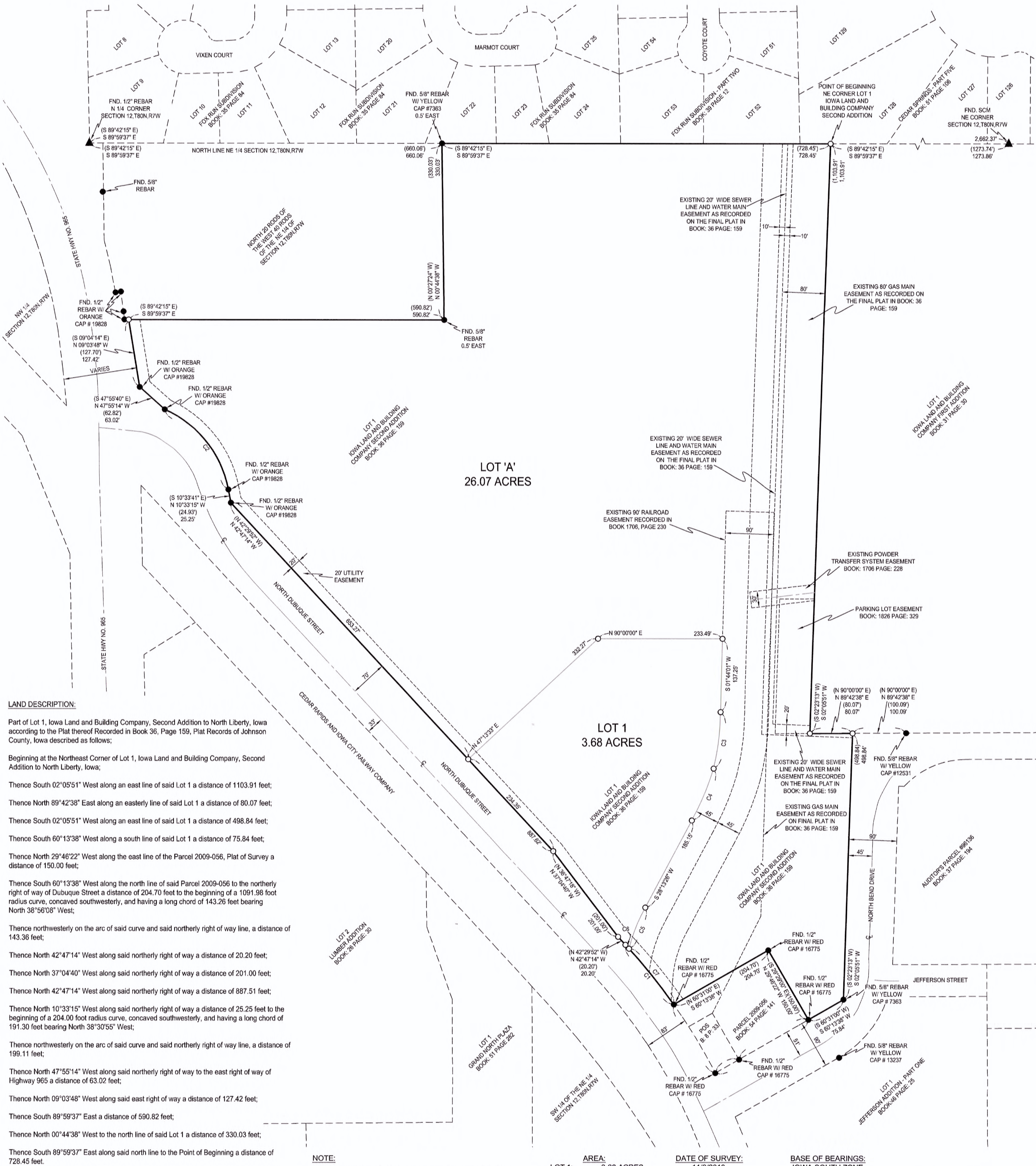
TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

FINAL PLAT
SQUASH BEND FIRST ADDITION IN THE CITY OF
NORTH LIBERTY, JOHNSON COUNTY, IOWA



FOR RECORDERS MARKS



LAND DESCRIPTION:

Part of Lot 1, Iowa Land and Building Company, Second Addition to North Liberty, Iowa according to the Plat thereof Recorded in Book 36, Page 159, Plat Records of Johnson County, Iowa described as follows;

Beginning at the Northeast Corner of Lot 1, Iowa Land and Building Company, Second Addition to North Liberty, Iowa;

Thence South 02°05'51" West along an east line of said Lot 1 a distance of 1103.91 feet;

Thence North 89°42'38" East along an easterly line of said Lot 1 a distance of 80.07 feet;

Thence South 02°05'51" West along an east line of said Lot 1 a distance of 498.84 feet;

Thence South 60°13'38" West along a south line of said Lot 1 a distance of 75.84 feet;

Thence North 29°46'22" West along the east line of the Parcel 2009-056, Plat of Survey a distance of 150.00 feet;

Thence South 60°13'38" West along the north line of said Parcel 2009-056 to the northerly right of way of Dubuque Street a distance of 204.70 feet to the beginning of a 1091.98 foot radius curve, concaved southwesterly, and having a long chord of 143.26 feet bearing North 38°56'08" West;

Thence northwesterly on the arc of said curve and said northerly right of way line, a distance of 143.36 feet;

Thence North 42°47'14" West along said northerly right of way a distance of 20.20 feet;

Thence North 37°04'40" West along said northerly right of way a distance of 201.00 feet;

Thence North 42°47'14" West along said northerly right of way a distance of 887.51 feet;

Thence North 10°33'15" West along said northerly right of way a distance of 25.25 feet to the beginning of a 204.00 foot radius curve, concaved southwesterly, and having a long chord of 191.30 feet bearing North 38°30'55" West;

Thence northwesterly on the arc of said curve and said northerly right of way line, a distance of 199.11 feet;

Thence North 47°55'14" West along said northerly right of way to the east right of way of Highway 965 a distance of 63.02 feet;

Thence North 09°03'48" West along said east right of way a distance of 127.42 feet;

Thence South 89°59'37" East a distance of 590.82 feet;

Thence North 00°44'38" West to the north line of said Lot 1 a distance of 330.03 feet;

Thence South 89°59'37" East along said north line to the Point of Beginning a distance of 728.45 feet.

Described parcel contains 29.75 acres and subject to easements and restrictions of record.

NOTE:

1.) DISTANCES ARE IN FEET AND DECIMALS THEREOF.

2.) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF THE SURVEYOR.

AREA:
LOT 1: 3.68 ACRES
OUTLOT 'A': 26.07 ACRES
TOTAL: 29.75 ACRES

DATE OF SURVEY:
11/3/2016

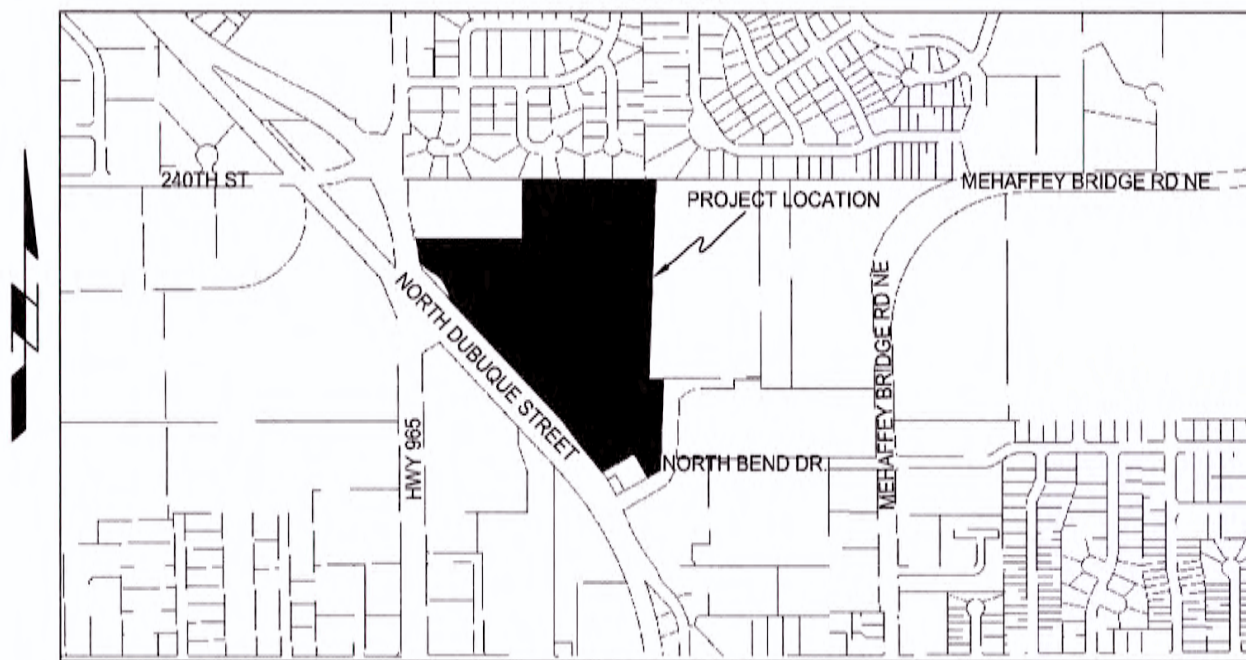
BASE OF BEARINGS:
IOWA SOUTH ZONE

SURVEY LEGEND

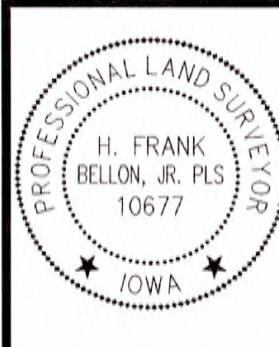


FOUND MONUMENT AS NOTED
SET 5/8" REBAR W/ ORANGE CAP #10677
SECTION CORNER FOUND AS NOTED
RECORDED AS
PLAT OR SURVEY BOUNDARY
PLAT LOT LINE
EXISTING LOT LINE
EXISTING CENTERLINE
EASEMENT LINE

LOCATION MAP



NOT TO SCALE



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

(signature) (date)

H. FRANK BELLON, JR., PLS
License number: 10677
My license renewal date is December 31, 2018
Pages or sheets covered by this seal: SHEET 2 OF 2

FINAL PLAT
SQUASH BEND FIRST ADDITION IN THE CITY OF
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	4-24-2017	SCALE	1"=100'
DRAWN	cen	APPROVED	FIELD BOOK
REFERENCE DRAWING			REVISION

H. FRANK BELLON, JR., PLS
3613 CARIBOU COURT NE
CEDAR RAPIDS, IOWA 52402

Resolution No. 2017-69

**RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING
IMPROVEMENTS FOR SQUASH BEND FIRST ADDITION, NORTH
LIBERTY, IOWA**

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

WHEREAS, the owner, Centro, Inc. and the applicant, Alliant Energy, have filed with the City Clerk a final plat for the property described in Exhibit A, which is attached hereto and made a part hereof;

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

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

WHEREAS, the requirements for property improvements, except for sidewalks, have been installed in accordance with the design standards and Municipal Code requirements of the City of North Liberty.

NOW, THEREFORE, BE IT RESOLVED that the final plat of Squash Bend First Addition, as shown on the final plat and that Property Improvements, except for sidewalks, are hereby approved and accepted.

APPROVED AND ADOPTED this 27th day of June, 2017.

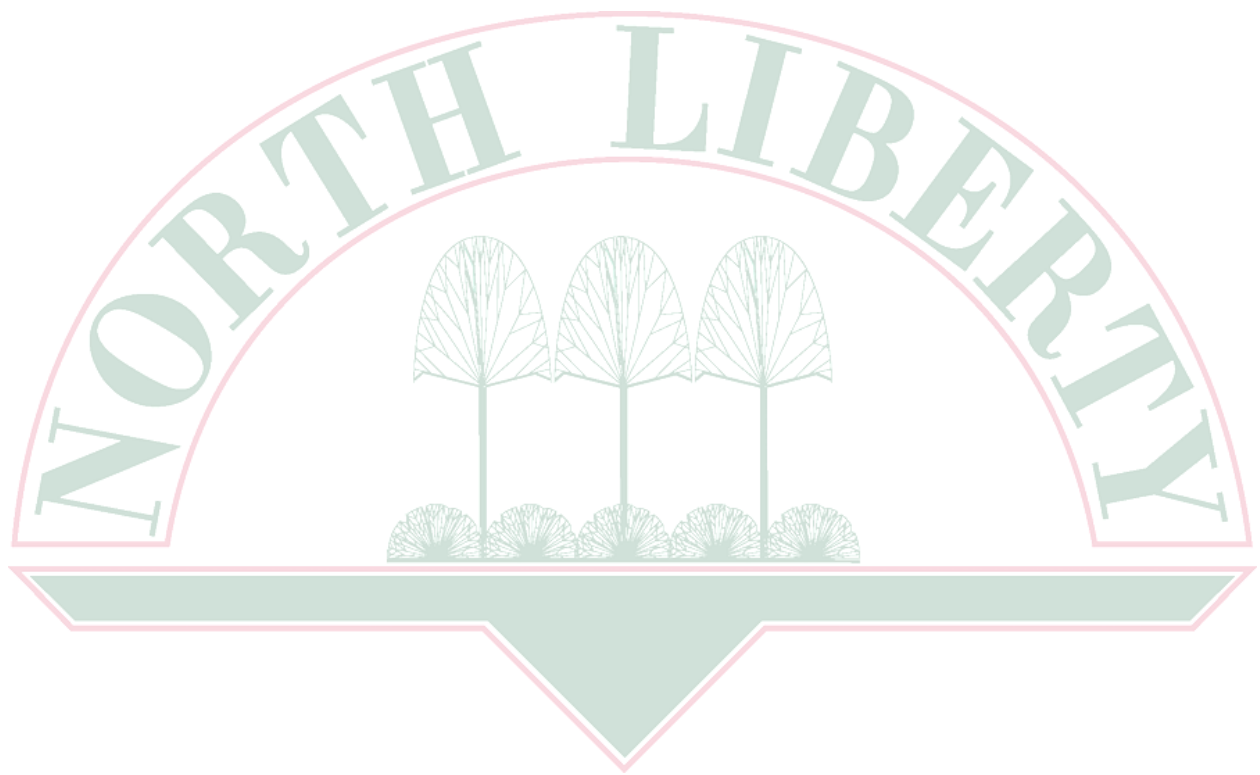
CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

Highway 965 Renaming





Dear neighbor,

The late Mayor Tom Salm expressed a desire to rename Highway 965 to something better representing its transition from an old state highway to a vital community corridor. To that end, the North Liberty City Council will soon consider a resolution to add an honorary designation to the road's name.

If passed, this will not require you to change your mailing address, reprint stationary or discard other items bearing your current address.

After soliciting suggestions from the public and convening a committee of residents and business owners who put forward a recommendation, we're excited to consider the honorary designation of the road as **Ranshaw Way**, in recognition of Emma and Samuel Ranshaw, settlers who once owned the acreage the road currently runs through.

The name Ranshaw honors North Liberty's history, using a name from our town's past; but it also reflects our self-identity as a forward-thinking community: the Ranshaws' home had indoor plumbing with hot and cold taps, gas lighting, softened water and other amenities before such innovations were common place. The home, built in 1908 and on the National Historic Register, still stands just north of the Community Center.

Again, while I hope you use the name Ranshaw Way yourself and encourage its adoption among others, you can do so in the way and at a pace that makes the most sense for you. This change will not require you to make any immediate updates to your current address.

Yours,

Ryan Heiar
City Administrator



Renaming Highway 965

October 2016

At the request of the City Council, in March 2016 city staff devised a plan to rename Highway 965 in a way that gave the public a chance to offer input, didn't place a burden on local businesses, property owners or residents, and allowed the name to take root organically. This report lays out the process that was followed and the committee's consensus recommendation.

RECOMMENDATION

The committee recommends the Highway 965 bear the name **Ranshaw Way**, after Samuel and Erma Ranshaw who once owned the acreage the road currently runs through.

The name Ranshaw presents a rare opportunity. It is first a name that honors North Liberty's history, using a name from our town's past. But it also reflects our self-identity as a forward-thinking community: the Ranshaws' North Liberty home had indoor plumbing with hot and cold taps, gas lighting, softened water and other amenities before such innovations were common place.

Additionally, the name fits with other nearby streets named after early settlers of the area, such as Zeller, Stewart and George.

As the committee deliberated, it discussed a wide array of potential names it believed could fulfill the criteria. The committee also considered their potential for acceptance by the community. No formal votes were taken, rather, this recommendation represent the consensus of the committee.

The criteria, approved by council, that we considered, in reaching the recommendation of Ranshaw Way were:

Community Pride

The Ranshaws are a part of our town's history, and offer an exemplary example of forward-thinking and innovation.

Timeless

Well past the point of fad, the name Ranshaw has a timeless dignity.



Native

The Ranshaws built their home near the present-day intersection of Penn Street and Highway 965, and owned the 40 acres that Highway 965 ran through.

Originality

A search of Google and Bing maps shows no matches for "Ranshaw Way," and, while it fits with other streets bearing historic last names, doesn't blend with others in our area.

Ease of Use

Ranshaw Way is only three syllables (one shorter than "nine sixty-five") and is easy to pronounce, use and remember.

Additional Recommendations

In addition to updated street signs bearing both "Ranshaw Way" and the MUTCD-standard state highway black-and-white circle market, the committee recommends the city council support the instillation of interpretive markers at points along the street as well as a celebration of the name.

PROCESS

On March 8, the City Council approved the process and criteria by which a name would be selected.

On March 9, we began accepting applications for appointment to the committee as well as naming suggestions from the public.

On April 1, we closed the application for committee appointment. We had eight applicants.

On April 18, we closed the public suggestion form. We had 76 suggestions; 30 of them were unique. This list can be found at the end of the packet.

On April 28, the City Council approved Mayor Nielsen's appointments to the committee. The committee included appointees Adam Blind, Shaun Kinney, Larry Pacha, and Jana Bennett, Councilor Jim Sayre, and staff Nick Bergus, Don Colony, and Tom Palmer.

On April 29, the renaming committee was provided a list of public suggestions (staff removed only names that were duplicates of already-existing streets names in North Liberty) and asked to

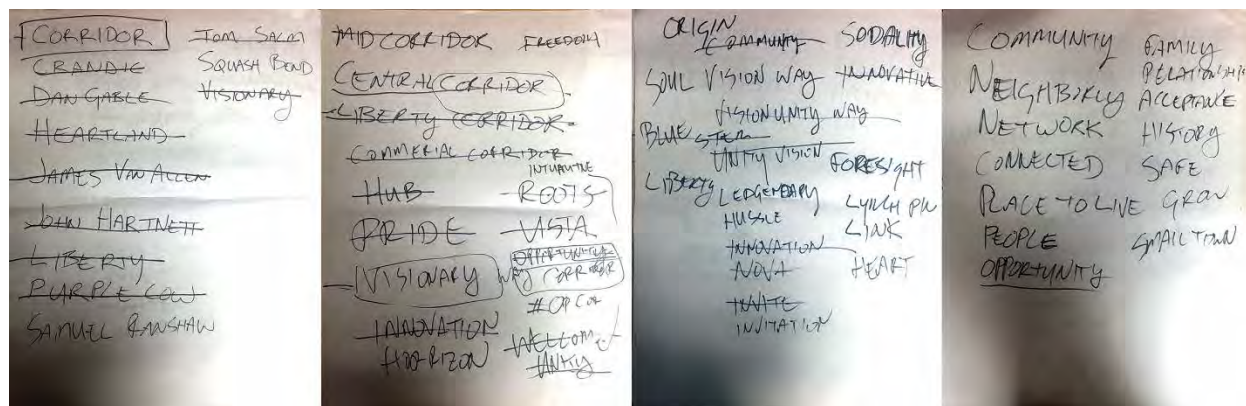
individually put forward names they felt warranted further consideration. This reduced the list to 13 suggestions. This list can also be found at the end of the packet.

On May 13, the committee met and discussed what the members hoped to evoke with the name, what the name should do and how the names suggested might or might not accomplish that, as well as to discuss other options and come to consensus recommendations.

The committee's first report considered four potential names: Corridor (for our place at the heart of Iowa's Creative Corridor has been a driving force in the growth of our town), Liberty (for its simplicity and flexibility), Ranshaw (for its historic significance), and Opportunity (for what members of the committee viewed as central to what North Liberty offers).

On July 11, the City Council discussed the recommendations from the committee and asked the committee to reconvene and bring forward a single recommendation for approval.

On Sept. 8, a quorum of the committee convened to pare down to a single recommended name.



Public Suggestions	Committee Selections	Initial Recommendations
<i>Duplicates and unfeasible suggestions removed.</i>	<i>The combined top four selections from members</i>	<i>Presented to council in July 2016</i>
Adele	Corridor	Corridor
Brown Cow	Crandic	Liberty
Business	Dan Gable	Ranshaw
Colony	Gateway	Opportunity
Corridor	Heartland	
Crandic	James Van Allen	
Crappie	John Hartnett/Harntnett	
Dan Gable	Liberty	
Freedom	Purple Cow	
Gateway	Samuel Ranshaw	
Gaylore/Garlore's	Squash Bend	
Heartland	Tom Salm	
James Van Allen	Visionary	
John Hartnett/Harntnett		
Kirk Ferentz		
Liberty		
Lightning		
Martin Luther King Jr		
Patriot		
Prairie Run		
Purple Cow		
Ranshaw		
Runaway Goat		
Sac & The Fox		
Squash Bend		
Iowa River Valley		
White Way		
Tom Salm		
University		
Visionary		

Resolution No. 2017-71

**A RESOLUTION APPROVING THE CO-NAMING OF HIGHWAY
965 IN THE CITY LIMITS OF NORTH LIBERTY TO RANSHAW
WAY**

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

WHEREAS, suggestions for the renaming were provided by the public;

WHEREAS, a team of City staff and the public evaluated and ranked the names
suggested; and

WHEREAS, Samuel L. Ranshaw was an innovator and forward thinker comparable
to the City's ideals.

NOW, THEREFORE, BE IT RESOLVED, that the North Liberty City Council does
resolve that Highway 965 from the north city limit to the south is co-named

RANSHAW WAY

in honor of Samuel L. Ranshaw's historic contributions to the community.

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

Blues and BBQ Special Event Permit



Resolution No. 2017-72

**RESOLUTION AUTHORIZING THE USE OF CENTENNIAL PARK AND
CITY EQUIPMENT FOR NORTH LIBERTY BLUES & BBQ**

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

WHEREAS, the North Liberty Blues & BBQ planning committee, including City staff, has requested the use of Centennial Park;

NOW, THEREFORE, BE IT RESOLVED that That the North Liberty Blues & BBQ planning committee is hereby authorized to use Centennial Park for the period from 8:00 am on Wednesday, July 5 to 12:00 pm on Monday, July 12, 2017:

1. For the purpose of holding the North Liberty Blues & BBQ event.
2. That the use of City equipment in preparation for and during North Liberty Blues & BBQ activities is hereby authorized, provided that the equipment is to be operated by City employees, either paid or volunteer.
3. The North Liberty Police will provide law enforcement patrol during the event. Payment for this coverage is as arranged between the North Liberty Blues & BBQ planning committee and the North Liberty Police Department.

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

Iowa City School District Agreements



SANITARY SEWER EASEMENT AGREEMENT

**LIBERTY HIGH SCHOOL SUBDIVISION
NORTH LIBERTY, IOWA**

THIS AGREEMENT, made and entered into by and between the Iowa City Community School District (Owner), which expression shall include successors in interest and assigns, and the City of North Liberty, Iowa (City), which expression shall include its successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such sewage lines, pipes, mains, and conduits as City shall from time to time elect for conveying sewage, with all necessary appliances and fittings, for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as "25.0' Sanitary Sewer Easement", "42.0' Sanitary Sewer, Storm Sewer, Watermain and Public Utility Easement", and "52.0' Sanitary Sewer, Storm Sewer, Watermain and Public Utility Easement" on the Final Plat of Liberty High School Subdivision, North Liberty, Iowa, hereafter described as "Easement Areas."

Owner further grants to City:

1. The right of grading said Easement Areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Areas to such extent as City may find reasonably necessary.

2. The right from time to time to trim, cut down and clear away any and all trees and brush on said Easement Areas and also to trim, cut down and clear away any trees on either side of said Easement Areas which now or hereafter in the opinion of City may be a hazard to said Easement Areas, or which may interfere with the exercise of City's rights hereunder in any manner.

3. City shall promptly backfill any trench made by it, and repair any damages caused by City within the easement area. City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by City. Except as expressly provided herein, City shall have no

responsibility for maintaining the easement area.

4. Owner reserves the right to use said Easement Areas for purposes which will not interfere with City's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said Easement Areas. Any such improvement installed within the easement area, with or without City approval, may be removed by City without compensation or replacement.

5. Owner does hereby covenant with City that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it, or any thereof.

6. Nothing in this Agreement shall be construed to impose a requirement on City to install the original public improvement at issue herein. Nor shall Owner be deemed acting as City's agent during the original construction and installation of said improvement. Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner until completion and until acceptance by City, as by law provided.

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

IOWA CITY COMMUNITY SCHOOL DISTRICT

By: Chris Lynch, Board President

Craig Hansel, Board Secretary

CITY OF NORTH LIBERTY

By: Terry L. Donahue, Mayor

ATTEST: Tracey Mulcahey,
City Clerk

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this ____ day of June, 2017, by Chris Lynch and Craig Hansel, Board President and Board Secretary, respectively, of the Iowa City Community School District.

Notary Public in and for said State

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

On this _____ day of June, 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 June, 2017; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Resolution No. 2017-73

**A RESOLUTION APPROVING THE SANITARY SEWER
EASEMENT AGREEMENT BETWEEN THE IOWA CITY
COMMUNITY SCHOOL DISTRICT AND THE CITY OF NORTH
LIBERTY, JOHNSON COUNTY IOWA**

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

WHEREAS, the City Council desires to enter into a Sanitary Sewer Easement Agreement for the public purpose of extending, constructing and maintaining the City's sanitary sewer systems and related infrastructure, and

WHEREAS, the owners of the properties shown in the attachments have executed the Public Easement Agreement to permit the City to utilize property delineated in the agreement for the purpose of improving North Liberty's Sanitary Sewer and Water Systems, and

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

NOW, THEREFORE, BE IT RESOLVED that that the attached public easement agreement between the City of North Liberty and Iowa City Community School District is approved.

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

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

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

**STORMWATER MANAGEMENT FACILITIES MAINTENANCE AND EASEMENT
AGREEMENT**

**IOWA CITY COMMUNITY SCHOOL DISTRICT
LIBERTY HIGH SCHOOL SUBDIVISION**

THIS AGREEMENT is made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as “the City”, and the Iowa City Community School District, hereinafter referred to as “ICCSD” or “the Owner”.

**SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITIES
MAINTENANCE AGREEMENT.**

A. The Owner has requested that the City approve this Stormwater Management Facilities Maintenance and Easement Agreement with respect to the areas designated as “Stormwater Management Easement” on the final plat of Liberty High School Subdivision and on the attached Easement Plat (Exhibit A) (the “Facilities”).

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

1. The Owner has full ownership and control of the Facilities;
2. “The Owner”, for the purposes of this Agreement, includes ICCSD; any successor owners, and assigns of the Facilities; and any other person or party determined to be a “responsible person” as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.
3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Stormwater Management Manual maintained by the Iowa Department of Natural Resources, or any successor manual thereto.

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

SECTION 3. MAINTENANCE AND REPAIR OF STORMWATER MANAGEMENT FACILITIES.

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

1. Mowing the basin bottom and embankment regularly to prevent growth of weeds and trees.
2. Checking the integrity of the dam at least annually for varmint holes, low spots in the dam (other than the overflow spillway), and other defects or damage.
3. Inspecting the outlet structure and piping at least quarterly, removing any obstructions, and ensuring such structures and piping are in good working order.
4. Inspecting inlet pipes at least quarterly to be sure they are free flowing and removing any obstructions.
5. Inspecting erosion control measures at least monthly until an adequate stand of grass is established.
6. Repairing and removing silt from erosion control structures as needed.
7. Inspecting overflow spillway at least annually to make sure it is operating properly and that it is at the correct elevation.
8. Inspecting granular channels and riprap at least quarterly, removing weeds and debris, and replacing rock as needed.

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

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

SECTION 4. EASEMENT.

The Owner grants to the City a perpetual easement for access to the Facilities, at reasonable times, for periodic inspection by City or City's designee to ensure that the Facilities are maintained in proper working condition to meet City stormwater requirements, and if necessary, for maintenance and repair of the Facilities, in accordance with the terms of this Agreement. The City shall have the right to enter onto other property owned by the Owner for the purpose of exercising its rights and obligations under this Agreement, so long as the City makes reasonable efforts to minimize its disruptions of the Owner's activities and such other property. To the extent possible, the City shall use areas designed for parking or vehicle travel to access the Facilities by vehicle.

SECTION 5. INSPECTION OF FACILITIES.

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

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

The Owner is responsible for the operation and maintenance of the Facilities in perpetuity. The Owner shall make records of the installation and of all maintenance and

repairs and shall retain the records for at least twenty five (25) years. These records shall be made available to the City during inspection of the Facilities and at other reasonable times upon the City's request.

SECTION 7. FAILURE TO MAINTAIN STORMWATER MANAGEMENT FACILITIES.

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

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

SECTION 8. ENFORCEMENT AND APPEALS .

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

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

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

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

SECTION 10. FEES.

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

SECTION 11. NOTICES.

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

Iowa City Community School District
Superintendent of Schools
1725 North Dubuque St.
Iowa City, Iowa 52245

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

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

North Liberty City Administrator
P.O. Box 77
North Liberty, IA 52317

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

SECTION 13. SUCCESSORS AND ASSIGNS.

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

CITY OF NORTH LIBERTY, IOWA

**IOWA CITY COMMUNITY SCHOOL
DISTRICT**

By: _____
Terry L. Donahue, Mayor

By: _____
Chris Lynch, Board President

ATTEST: _____
Tracey Mulcahey, City Clerk

By: _____
Craig Hansel, Board Secretary

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this ____ day of June, 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 June, 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:
JOHNSON COUNTY)

This instrument was acknowledged before me on this _____ day of June, 2017, by Chris Lynch, as Board President, and Craig Hansel, as Board Secretary, of the Iowa City Community School District.

Notary Public in and for the State of Iowa

Resolution No. 2017-74

**RESOLUTION APPROVING THE STORMWATER
MANAGEMENT FACILITY MAINTENANCE
AGREEMENT AND EASEMENT BETWEEN THE CITY
OF NORTH LIBERTY AND THE IOWA CITY
COMMUNITY SCHOOL DISTRICT THAT ESTABLISHES
THE TERMS AND CONDITIONS UNDER WHICH
STORMWATER MANAGEMENT FACILITIES WILL BE
MAINTAINED IN LIBERTY HIGH SCHOOL
SUBDIVISION IN THE CITY OF NORTH LIBERTY,
IOWA**

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

WHEREAS, the terms and conditions for the maintenance of the stormwater management facilities of Liberty High School Subdivision have been set forth in an Agreement between the City of North Liberty ("City") and the Iowa City Community School District ("Owner");

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

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City of North Liberty and the Iowa City Community School District is approved for the development of Liberty High School Subdivision, North Liberty, Iowa.

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

LIBERTY HIGH SCHOOL SUBDIVISION NORTH LIBERTY, IOWA

THIS AGREEMENT is made and entered into by and between the Iowa City Community School District (Owner), which expression shall include its successors in interest and assigns, and the City of North Liberty, Iowa (the City), which expression shall include its Successors in interest and assigns.

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such storm sewer lines, pipes, mains, conduits and drainage ways as the City shall from time to time elect for conveying storm water with all necessary appliances and fittings for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto over and across the areas designated on the Final Plat of said subdivision herein described as "42.0' Sanitary Sewer, Storm Sewer, Watermain and Public Utility Easement", "35.0' Storm Sewer, Watermain and Public Utility Easement", and "52.0' Sanitary Sewer, Storm Sewer, Watermain and Public Utility Easement" referred to herein as the "Easement Areas."

Owner further grants to the City:

1. The right of grading said Easement Areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Areas, to such extent as the City may find reasonably necessary.

2. The right from time to time to trim, to cut down and clear away any and all trees and brush on said Easement Areas, and also to trim, cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of the City may be a hazard to said Easement Areas or which may interfere with the exercise of the City's rights hereunder in any manner.

3. The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the Easement Areas. The City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the Easement Areas.

4. Owner reserves the right to use said Easement Areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said area, or diminish or substantially add to the ground cover over said Easement Areas. Any such improvement installed within the easement area, with or without City approval, may be removed by the City without compensation or replacement.

5. Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and that they have a good and lawful right to convey it, or any part thereof.

6. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement(s) at issue herein. Nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement. Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner until completion by Owner, and until acceptance by the City, as provided by law.

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

IOWA CITY COMMUNITY SCHOOL DISTRICT

By: Chris Lynch, Board President

Craig Hansel, Board Secretary

CITY OF NORTH LIBERTY

By: Terry L. Donahue, Mayor

ATTEST: Tracey Mulcahey,
City Clerk

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this ____ day of June, 2017, by Chris Lynch and Craig Hansel, Board President and Board

Secretary, respectively, of the Iowa City Community School District.

Notary Public in and for said State

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

On this _____ day of June, 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 June, 2017; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Resolution No. 2017-75

**A RESOLUTION APPROVING THE STORM SEWER AND
DRAINAGE EASEMENT AGREEMENT BETWEEN THE IOWA
CITY COMMUNITY SCHOOL DISTRICT AND THE CITY OF
NORTH LIBERTY, JOHNSON COUNTY IOWA**

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

WHEREAS, the City Council desires to enter into a Storm Sewer and Drainage Easement Agreement for the public purpose of extending, constructing and maintaining the City's storm sewer and drainage systems and related infrastructure, and

WHEREAS, the owners of the properties shown in the attachments have executed the Public Easement Agreement to permit the City to utilize property delineated in the agreement for the purpose of improving North Liberty's storm sewer and drainage systems, and

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

NOW, THEREFORE, BE IT RESOLVED that that the attached public easement agreement between the City of North Liberty and Iowa City Community School District is approved.

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

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

UTILITY EASEMENT AGREEMENT

LIBERTY HIGH SCHOOL SUBDIVISION NORTH LIBERTY, IOWA

In consideration of the approval of the Final Plat of Liberty High School Subdivision, North Liberty, Iowa, the undersigned owner hereby grants to the City of North Liberty, MidAmerican Energy, Mediacom, Linn County R.E.C., Windstream, and South Slope Cooperative Telephone Co., and their heirs and assigns, a perpetual easement upon, over, under, along and across the areas marked on the Final Plat of Liberty High School Subdivision, North Liberty, Iowa, as "15.0' Utility Easement", "42.0' Sanitary Sewer, Storm Sewer, Watermain and Public Utility Easement", "35.0' Storm Sewer, Watermain and Public Utility Easement", and "52.0' Sanitary Sewer, Storm Sewer, Watermain and Public Utility Easement" referred to herein as the "Easement Areas."

The Grantees of this easement shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purposes of serving the Subdivision and other property with electricity, gas, and communication service; the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid.

Grantees shall promptly backfill any trench made by them, and repair any damages caused by them within the easement area. Grantees shall indemnify Grantor against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City.

Grantor, its successors in interest and assigns, reserve the right to use said Easement Areas for purposes which will not interfere with the Grantee's full enjoyment of rights hereby granted; provided that Grantor shall not erect or construct any reservoir, fence, retaining wall or other obstruction on said areas, or diminish or substantially add to the ground cover over said Easement Areas. No permanent dwellings or trees shall be placed on the areas so designated for Utility Easements, but with advance written authorization from the Grantee's Representatives the same may be used for gardens, shrubs, plantings, minor landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted, but such items placed in the Easement Area, with or without City approval, may be removed

by the Grantees without compensation or replacement.

However, the Grantor shall have the right to construct, repair, and maintain a retaining wall to support the private drive within the Subdivision in accordance with construction plans approved by the City. If the City removes or damages the retaining wall or paving in exercise of rights under this or other easements granted to the City the City shall restore or repair the retaining wall or paving to substantially the same condition in which it existed prior to the work.

Dated as of this ____ day of June, 2017.

IOWA CITY COMMUNITY SCHOOL DISTRICT

By: Chris Lynch, Board President

Craig Hansel, Board Secretary

CITY OF NORTH LIBERTY

By: Terry L. Donahue, Mayor

ATTEST: Tracey Mulcahey
City Clerk

Approved by:

City Attorney

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this ____ day of June, 2017, by Chris Lynch and Craig Hansel, Board President and Board Secretary, respectively, of the Iowa City Community School District.

Notary Public in and for said State

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

On this _____ day of June, 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 June, 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 said State

Resolution No. 2017-76

**A RESOLUTION APPROVING THE UTILITY EASEMENT
AGREEMENT BETWEEN THE IOWA CITY COMMUNITY
SCHOOL DISTRICT AND THE CITY OF NORTH LIBERTY,
JOHNSON COUNTY IOWA**

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

WHEREAS, the City Council desires to enter into a Utility Easement Agreement for the public purpose of extending, constructing and maintaining utilities and related infrastructure, and

WHEREAS, the owners of the properties shown in the attachments have executed the Public Easement Agreement to permit the City to utilize property delineated in the agreement for the purpose of improving utility systems, and

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

NOW, THEREFORE, BE IT RESOLVED that that the attached public easement agreement between the City of North Liberty and Iowa City Community School District is approved.

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

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

WATER MAIN EASEMENT AGREEMENT

LIBERTY HIGH SCHOOL SUBDIVISION NORTH LIBERTY, IOWA

THIS AGREEMENT made by and between the Iowa City Community School District, hereinafter called "Owner", which expression shall include its successors and assigns, and the City of North Liberty, Iowa, a municipal corporation hereinafter called "the City".

WITNESSETH:

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such water lines, pipes, mains, and conduits, as the City shall from time to time elect for conveying water, with all necessary appliances and fittings, for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as "42.0' Sanitary Sewer, Storm Sewer, Watermain and Public Utility Easement", "35.0' Storm Sewer, Watermain and Public Utility Easement", and "52.0' Sanitary Sewer, Storm Sewer, Watermain and Public Utility Easement" on the Final Plat of Liberty High School Subdivision, North Liberty, Iowa, hereafter described as "Easement Areas", as located within the Subdivision.

Owner further grants to the City:

1. The right of grading said easement areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said easement areas to such extent as the City may find reasonably necessary.
2. The right from time to time to trim, cut down and clear away any and all trees and brush on said Easement Areas and also to trim, cut down and clear away any trees on either side of said easement areas which now or hereafter in the opinion of the City may be a hazard to said easement areas, or which may interfere with the exercise of the City's rights hereunder in any manner.
3. The right to enter onto land beyond the easement areas to conduct emergency repairs that may extend beyond the easement areas without obtaining a separate temporary easement.
4. The City shall promptly backfill any trench made by it, and

repair any damages caused by the City within the easement areas. The City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the easement areas.

5. Owner reserves the right to use said easement areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said easement areas. Any improvements installed within the easement areas, with or without the approval of the City, may be removed by the City without compensation or replacement.

6. Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and has good and lawful right to convey it, or any part thereof.

7. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement(s) at issue herein. Nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement.

8. The parties agree that the obligation to install the public improvements herein shall be in accordance with City specifications, and the obligation shall remain on Owner until completion by Owner, and until acceptance by the City, as provided by law.

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

IOWA CITY COMMUNITY SCHOOL DISTRICT

By: Chris Lynch, Board President

Craig Hansel, Board Secretary

CITY OF NORTH LIBERTY

By: Terry L. Donahue, Mayor

ATTEST: Tracey Mulcahey,
City Clerk

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

 This instrument acknowledged before me this ____ day of June, 2017, by Chris Lynch and Craig Hansel, Board President and Board Secretary, respectively, of the Iowa City Community School District.

Notary Public in and for said State

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

 On this ____ day of June, 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 June, 2017; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Resolution No. 2017-77

**A RESOLUTION APPROVING THE WATER MAIN EASEMENT
AGREEMENT BETWEEN THE IOWA CITY COMMUNITY
SCHOOL DISTRICT AND THE CITY OF NORTH LIBERTY,
JOHNSON COUNTY IOWA**

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

WHEREAS, the City Council desires to enter into a Water Main Easement Agreement for the public purpose of extending, constructing and maintaining water utilities and related infrastructure, and

WHEREAS, the owners of the properties shown in the attachments have executed the Public Easement Agreement to permit the City to utilize property delineated in the agreement for the purpose of improving and maintaining the City's water system, and

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

NOW, THEREFORE, BE IT RESOLVED that that the attached public easement agreement between the City of North Liberty and Iowa City Community School District is approved.

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

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

**OFF SITE SANITARY SEWER, STORM SEWER, WATERMAIN
AND PUBLIC UTILITY EASEMENT AGREEMENT**

**LIBERTY HIGH SCHOOL SUBDIVISION
NORTH LIBERTY, IOWA**

THIS AGREEMENT, made and entered into by the Iowa City Community School District (Owner), which expression shall include its successors in interest and assigns, and the City of North Liberty, Iowa (the City).

WITNESSETH:

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such storm water lines, pipes, mains, conduits, and overland drainageways as the City shall from time to time elect for conveying storm water; and such sewage lines, pipes, mains, and conduits as the City shall from time to time elect for conveying sewage, with all necessary appliances and fittings, for the use in connection with said pipe lines, together with adequate protection therefor; and also the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purposes of serving the Subdivision and other property with electricity, gas, and communication service, over and across the area designated as "Sanitary Sewer, Storm Sewer, Watermain, and Public Utility Easement" on the attached Easement Plat (Exhibit A), hereafter described as "Easement Area".

Owner further grants to the City:

1. The right of grading said Easement Area for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Area to such extent as the City may find reasonably necessary.

2. The right from time to time to trim, cut down, and clear away any and all trees and brush on said Easement Area and also to trim, cut down, and clear away any trees on either side of said Easement Area which now or hereafter, in the opinion of the City, may be a hazard to said Easement Area, or which may interfere with the exercise of the City's rights hereunder in any manner.

3. The right to enter onto land beyond the Easement Area to conduct emergency repairs that may extend beyond the Easement Area without obtaining a separate temporary easement.

4. The City shall each backfill any trench made by it, and repair any damage caused by it within the Easement Area. The City shall indemnify Owner against unreasonable loss or damage which may occur in its own negligent exercise of the easement rights granted in this Agreement. Except as expressly provided herein, the City shall have no responsibility for maintaining the Easement Area.

5. Owner reserves the right to use said Easement Area for purposes which will not interfere with the City's full enjoyment of the rights hereby granted; provided that Owner shall not erect or construct any building, fence, retaining wall or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said Easement Area. Any improvements placed in the Easement Area, with or without the City's approval, may be removed by the City without compensation or replacement.

6. Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it, or any thereof.

7. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement. The Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with the City's specifications, and the obligation shall remain on Owner until completion and until acceptance by the City, as by law provided.

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

IOWA CITY COMMUNITY SCHOOL DISTRICT

By: Chris Lynch, Board President

Craig Hansel, Board Secretary

CITY OF NORTH LIBERTY

By: Terry L. Donahue, Mayor

ATTEST: Tracey Mulcahey,
City Clerk

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this ____ day of June, 2017, by Chris Lynch and Craig Hansel, Board President and Board Secretary, respectively, of the Iowa City Community School District.

Notary Public in and for said State

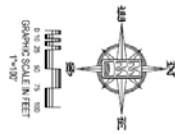
STATE OF IOWA)
)ss:
JOHNSON COUNTY)

On this ____ day of June, 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 June, 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.

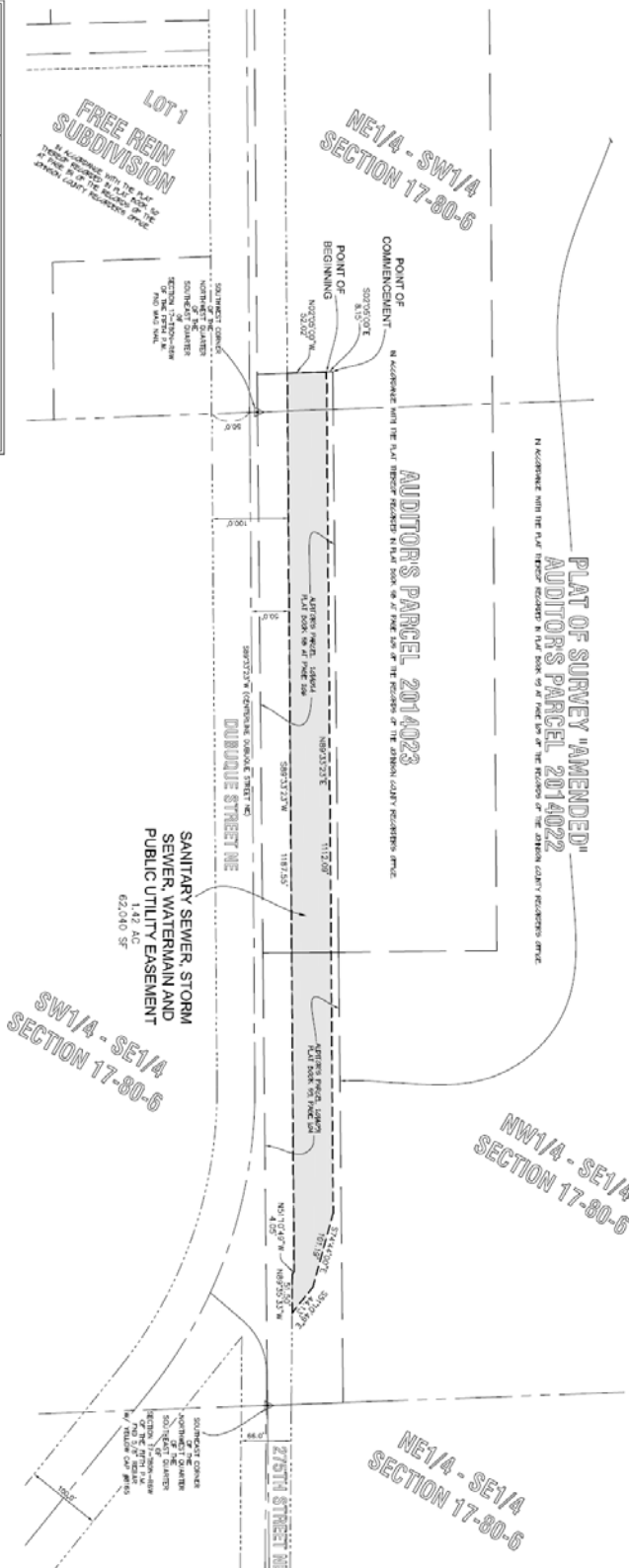
Notary Public in and for the State of Iowa

LEGEND AND NOTES

- [illegible]



PROJECT FOR:	DOMA CITY COMMUNITY SCHOOL DISTRICT
SURVEY REQUESTED BY:	DOMA CITY COMMUNITY SCHOOL DISTRICT
DATE OF SURVEY:	03-06-2014

[illegible]

EASEMENT PLAT
SANITARY SEWER,
STORM SEWER,
WATERMAIN AND
PUBLIC UTILITY
EASEMENT

A PORTION OF THE
NW 1/4 - SE 1/4 AND THE
NE 1/4 - SW 1/4 OF
SECTION 17-T80N-R6W
OF THE FIFTH P.M.

JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date: 04 22 15

CI-77-10

Weighted by	Final Exam, 1965
DAM	1055

Drawn by:	Scale:
DATE:	AS - 1000:

Checked by	Sheet No.
DATE	1-100

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Project No:

IOWA CITY

9500001	01
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Resolution No. 2017-78

A RESOLUTION APPROVING THE OFF SITE SANITARY SEWER, STORM SEWER, WATERMAIN AND PUBLIC UTILITY EASEMENT AGREEMENT BETWEEN THE IOWA CITY COMMUNITY SCHOOL DISTRICT AND THE CITY OF NORTH LIBERTY, JOHNSON COUNTY IOWA

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

WHEREAS, the City Council desires to enter into an Off Site Sanitary Sewer, Storm Sewer, Water Main and Public Utility Easement Agreement for the public purpose of extending, constructing and maintaining utilities and related infrastructure, and

WHEREAS, the owners of the properties shown in the attachments have executed the Public Easement Agreement to permit the City to utilize property delineated in the agreement for the purpose of improving and maintaining the City's utility systems, and

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

NOW, THEREFORE, BE IT RESOLVED that that the attached public easement agreement between the City of North Liberty and Iowa City Community School District is approved.

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

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

Arby's Agreement

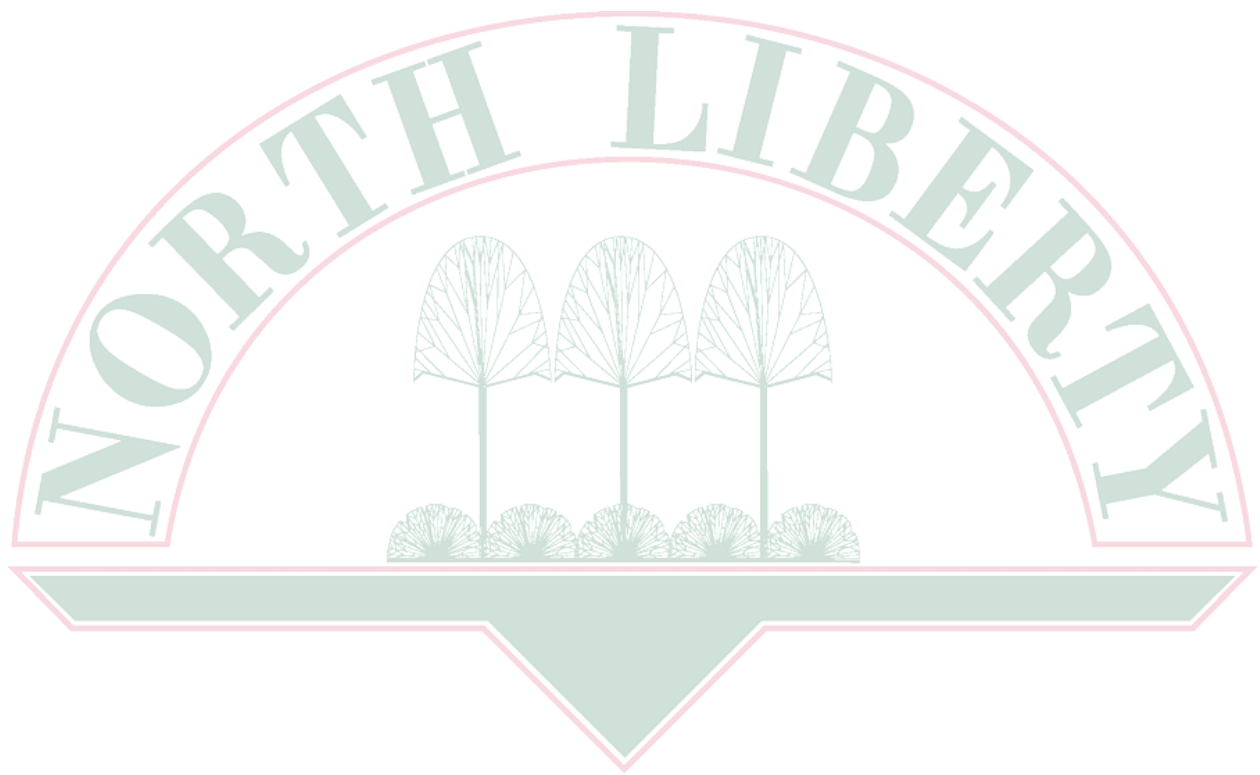
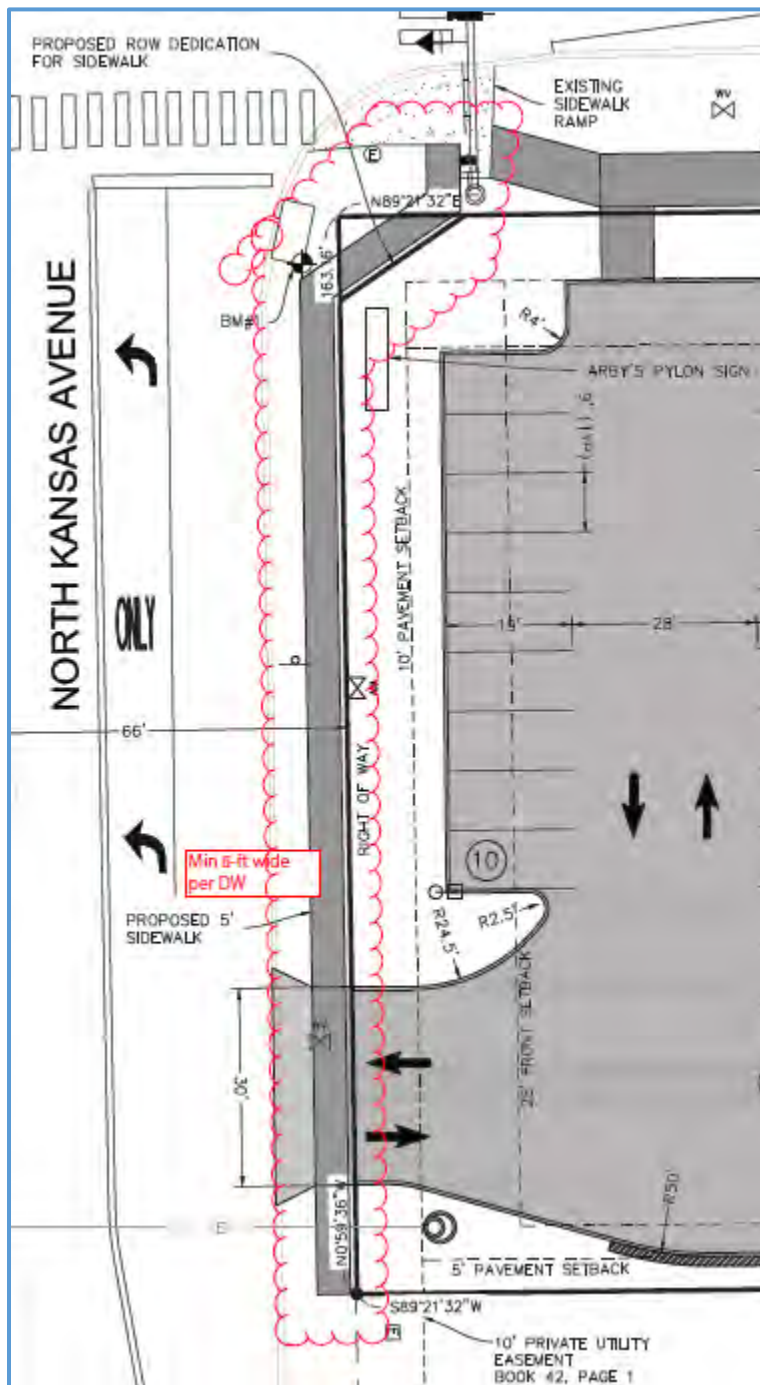


Exhibit showing easement location for trail extension at Arby's new restaurant.



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

PUBLIC SIDEWALK TRAIL EASEMENT AGREEMENT

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

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of One Thousand Four Hundred Ninety Dollars (\$1,490.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent Sidewalk Trail Easement for the public purpose of constructing, maintaining, and repairing a sidewalk trail in 2017 (the "Project"), under, over, through and across the areas described in Exhibit A, which is attached.

Additionally, as part of the consideration for this agreement,

- A. Upon approval of the construction plans for the sidewalk trail, the Property Owner shall construct the sidewalk trail and be reimbursed for the actual costs of said construction for increasing the width from five feet (5') to eight feet (8'), which is currently estimated to be Two Thousand Two Hundred Thirty Two Dollars (\$2,232).
- B. Upon acceptance of the Project by the City, the City shall be the owner of the sidewalk trail.
- C. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- D. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's negligent exercise of the rights granted under this Agreement.

DIVISION I – PERMANENT EASEMENT

Further, the Property Owner and the City agree that:

1. Property Owner hereby grants and conveys to the City a permanent easement for the purposes of constructing, maintaining, and repair a sidewalk trail, along with all necessary appurtenances in connection with said use, as the City shall from time to time elect, with the right of ingress and egress thereto, over and across the area designated as "Sidewalk Easement," as depicted and described on Exhibit A and referred to herein as the "easement area."
2. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area.
3. Property Owner reserves the right to use said easement area for purposes that will not interfere with the City's full enjoyment of the rights hereby granted, including, but not limited to, agricultural purposes; provided that the Property Owner shall not erect or construct any building, fence, retaining wall, or other structure; plant any trees; drill or operate any well; or construct any reservoir or other obstruction on said easement areas. Fences and trees placed in the easement area, with or without City approval, may be removed by the City without compensation or replacement.
4. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
5. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer.
6. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.

DIVISION II – GENERAL TERMS

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Notwithstanding the preceding, the easements herein are conveyed subject to any and all existing easements, agreements, covenants, and restrictions of record affecting the real estate.

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

Dated this _____ day of _____, 2017.

RESTAURANT CONCEPTS INC

CITY:

Signed: *William C. Dworak*
William C. Dworak, Manager
Pres.

Signed: _____
Terry L. Donahue Mayor

Signed: _____
Tracey Mulcahey, City Clerk

Arizona Maricopa
STATE OF ~~IOWA~~, ~~JOHNSON~~ COUNTY: ss

This instrument was acknowledged before me on this 21 day of June, 2017, by William C. Dworak as Manager, of Restaurant Concepts Inc.

Cindy J. Jucy
Notary Public in and for the State of ~~Iowa~~ *Arizona*

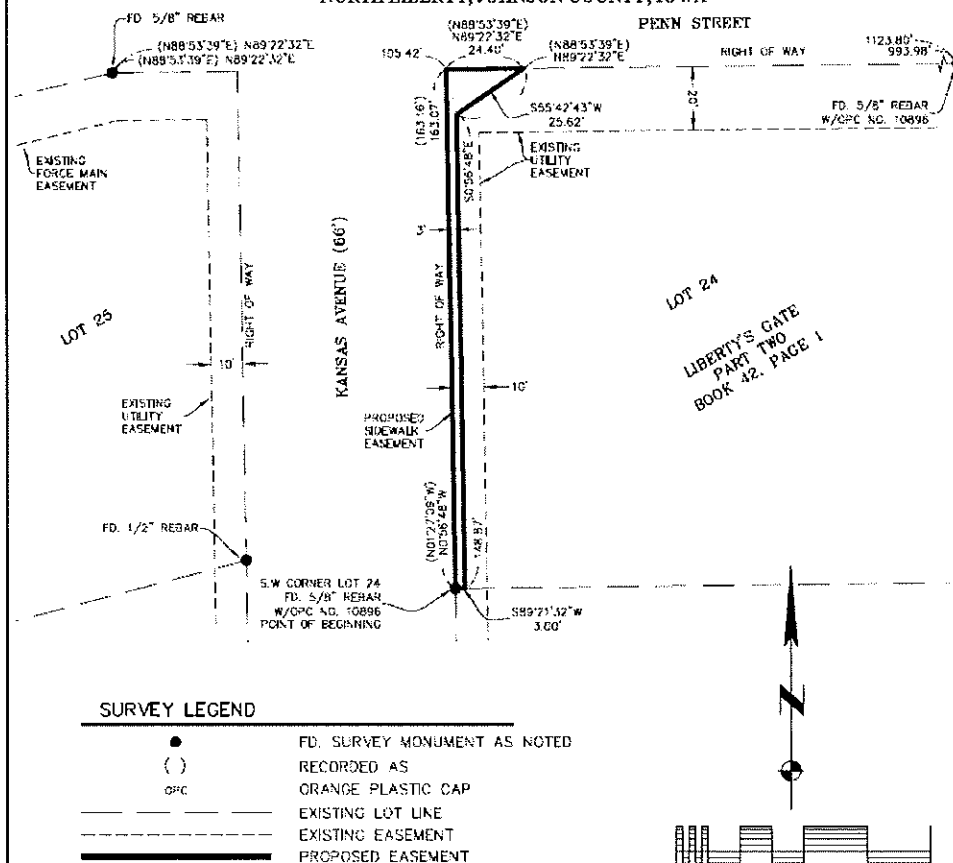
STATE OF IOWA, JOHNSON COUNTY: ss

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

EXHIBIT A

SIDEWALK EASEMENT EXHIBIT PART OF LOT 24, LIBERTY'S GATE PART TWO NORTH LIBERTY, JOHNSON COUNTY, IOWA

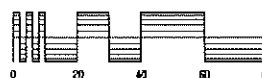


SIDEWALK EASEMENT DESCRIPTION:

PART OF LOT 24, LIBERTY'S GATE PART TWO AS RECORDED IN BOOK 42, PAGE 1 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 24; THENCE N0°56'48"W 163.07 FEET ALONG THE WEST LINE OF SAID LOT 24 TO THE NORTHWEST CORNER OF SAID LOT 24; THENCE N89°22'32"E 24.40 FEET ALONG THE NORTH LINE OF SAID LOT 24; THENCE S55°42'43"W 25.62 FEET; THENCE S0°56'48"E 148.67 FEET; THENCE S89°21'32"W 3.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 641 SQUARE FEET, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



GRAPHIC SCALE IN FEET
SCALE 1"=40'

SURVEY PREPARED FOR:

CITY OF NORTH LIBERTY

OWNER:

RESTAURANT CONCEPTS, INC.

PREPARED BY:

HALL & HALL ENGINEERS, INC.
1860 BOYSON ROAD
HIAWATHA, IOWA 52233
319-362-9548

Project Number: 20274	Sheet: 1 of 1	Scale: 1"=40'	Field Book No.: 219	Date: 2/8/17	Sheet Title: SIDEWALK EASEMENT EXHIBIT PART OF LOT 24, LIBERTY'S GATE PART TWO NORTH LIBERTY, JOHNSON COUNTY, IOWA	HALL & HALL ENGINEERS, INC. 1860 BOYSON ROAD, HIAWATHA, IOWA 52233 PHONE: 319-362-9548 FAX: 319-362-1915 CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE LAND SURVEYING • LAND DEVELOPMENT PLANNING Designed by: KWD Drawn by: KWD Checked by:
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CAO File: I:\projects\20200\20274-4242-ADWG-Plans\Easement and Exhibits\20274 ARREYS SIDEWALK EASEMENT.dwg Date Plotted: Feb 06, 2017 - 11:24am Plotted By: KENDREY1252

Resolution No. 2017-79

**A RESOLUTION APPROVING THE PUBLIC SIDEWALK TRAIL
EASEMENT AGREEMENT BETWEEN RESTAURANT
CONCEPTS, INC. AND THE CITY OF NORTH LIBERTY,
JOHNSON COUNTY IOWA**

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

WHEREAS, the City Council desires to enter into a Public Sidewalk Trail Easement Agreement for the public purpose of constructing and maintaining and repairing a sidewalk trail in 2017, and

WHEREAS, the owners of the property shown in the attachments have executed the Public Easement Agreement to permit the City to utilize property delineated in the agreement for the purpose of improving and maintaining the City's sidewalk trail, and

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

NOW, THEREFORE, BE IT RESOLVED that that the attached public easement agreement between the City of North Liberty and Restaurant Concepts Inc. is approved.

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

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

Ranshaw House Project - 2017



June 16, 2017

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

RE: Ranshaw House Renovation

Dear Mr. Heiar:

On June 15, 2017 at 2:00 pm in the North Liberty City Administration building one bid was received and opened for the above-referenced project.

The bid was received from Tricon Construction Group, of Cedar Rapids, Iowa in the amount of \$214,000 Base Bid, and \$18,000 for Bid Alternate 1. The design professionals' estimate was \$150,000 Base Bid, and \$5,000 for Bid Alternate 1.

Because only one bid was submitted, and that bid was well in excess of the estimate, we recommend rejecting the bid and re-bidding the work. Current bidding climate is very busy with many projects bidding over budget and a lack of multiple bidders.

Our recommendation is to bid the work at a later date when bidding will be more favorable.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Timothy R. Fehr, PE

TRF/bad

Enc.: Bid Tabulation

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



SHIVE-HATTERY, INC.

2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040 FAX (319) 354-6921

TABULATION OF BIDS

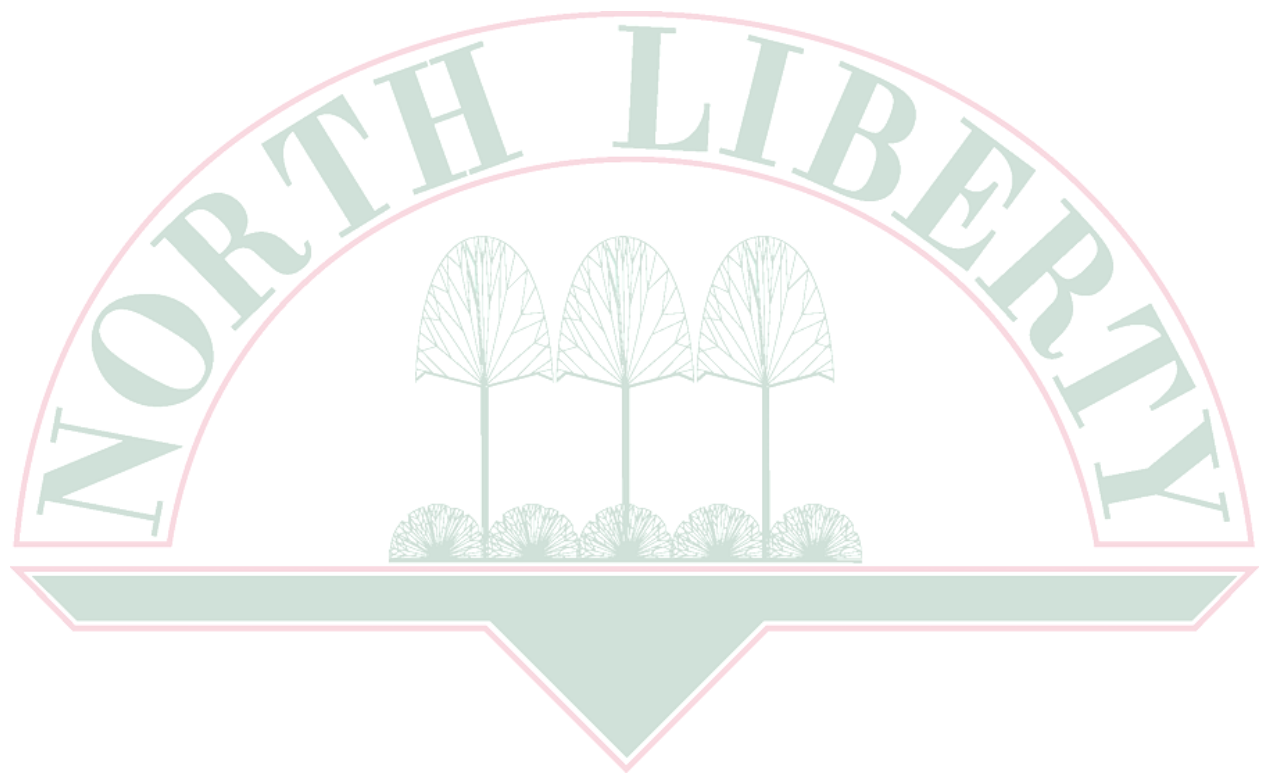
Client: City of North Liberty
Project Name: Ranshaw House Renovation
S-H Project #: 1171950

Bid Date: June 15, 2017, 2:00 P.M.
Location: City Admin. Bldg., North Liberty, Iowa
Page No.: 1

NAME AND ADDRESS OF BIDDER			Tricon Construction Group 746 58th Avenue Court SW Cedar Rapids, Iowa 52404		Design Professional Estimate							
Addendum No. 1			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	UNIT	EXTENDED PRICE	UNIT	EXTENDED PRICE
TOTAL BASE BID		Plan LS	LS	\$214,000.00	LS	\$150,000.00	LS		LS		LS	
ALTERNATE BID												
1	Construct new ADA ramp at building entrance	Add	LS	\$18,000.00	LS	\$5,000.00	LS		LS		LS	

NAME AND ADDRESS OF BIDDER												
Addendum No. 1												
Bid Security - 5%												
Targeted Small Business Form												
Non-Collusion Affidavit												
Bidder Status Form												
ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENDED PRICE	UNIT	EXTENDED PRICE	UNIT	EXTENDED PRICE	UNIT	EXTENDED PRICE	UNIT	EXTENDED PRICE
TOTAL BASE BID		Plan LS	LS		LS		LS		LS		LS	
ALTERNATE BID												
1	Construct new ADA ramp at building entrance	Add	LS		LS		LS		LS		LS	

FY 18 Capital Projects



PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: NL Penn Street Study & Preliminary Engineering

DATE: June 16, 2017

PROJECT DESCRIPTION: The 2016 West Penn Street Traffic Study had identified several safety and operational improvements to the Penn Street corridor from Stewart Street to Front Street. This project is to provide preliminary engineering professional services for the recommended short-term improvements including the Front / Penn Street intersection roundabout, and sight distance improvements along the corridor. In addition to this, identify right-of-way acquisition and easement needs which may be required for the long term recommendations at the Penn and Dubuque/Stewart intersection.

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

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

Base Mapping

Survey: Perform a topographic survey of the Penn Street project corridor from Stewart Street to and including the Penn Street / Front Street intersection. The field topographic survey will include elevations, surface features, overhead and underground utilities as located in the field, existing right-of-way, and existing easements. The completed survey will be used as a base map for the improvements project.

Traffic Study

Traffic study: Conduct a traffic study Vistro analysis to determine the geometric configuration of the preferred roundabout intersection improvement at Penn/Stewart and Penn/Front intersection. Create and provide a Vissim simulation video. Review the study analysis and simulation videos with City staff prior to proceeding with preliminary design.

Preliminary Engineering

1. Provide preliminary engineering design for the Penn/Front intersection including geometric layout, grading, storm sewer and drainage, walk connections and crossings, utility relocations, construction phasing and temporary paving plan, and associated roundabout design components. Preliminary design shall be performed to 30% complete design. Preliminary design shall also be conducted for recommended sight distance improvements along the corridor.
2. Identify right-of-way acquisition and easement needs for the project based upon the preliminary design.



3. Provide a cost opinion for the project.
4. Meet with City staff to review findings. Two meetings are anticipated.

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

1. Participation at review meetings and review of submittals.
2. Schedule and participate in informational meeting(s) with the public as deemed necessary.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner.

COMPENSATION: We will provide the Scope of Services for the following lump sum fee of \$49,000 plus the actual cost of reimbursable expenses, as incurred.

Base mapping	\$ 8,000
Traffic study	7,000
Preliminary Engineering	<u>34,000</u>
Total	\$49,000

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

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

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is
authorized to proceed:

THE CITY OF NORTH LIBERTY, IOWA

SHIVE-HATTERY, INC.

BY: _____



TITLE: _____

Kevin P. Trom, P.E.
Project Manager

DATE ACCEPTED: _____

KPT/bad

Enc.: Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS

PARTIES

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

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

Resolution No. 2017-70

**RESOLUTION APPROVING SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-
HATTERY, INC. FOR PENN STREET STUDY AND
PRELIMINARY ENGINEERING**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for services relating to the Penn Street Study and Preliminary Engineering Agreement at a lump sum fee of \$49,000 plus costs of expenses is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 27th day of June, 2017.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

Zoning Ordinance Amendment



Ordinance No. 2017-08

AN ORDINANCE AMENDING CHAPTER 169 "ZONING CODE – DEVELOPMENT REGULATIONS" OF THE NORTH LIBERTY CODE OF ORDINANCES TO IMPLEMENT CHANGES TO THE BULK REGULATIONS OF THE O/RP ZONING DISTRICT

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

SECTION 1. AMENDMENT. Chapter 173, "Zoning Code – Development Regulations," of the North Liberty Code of Ordinances (2015) is hereby amended by deleting the existing Section 169.01(10) and adopting the revised Section 169.01(10) to amend the Side Lot Line setback distance in the Office/Research Park Zoning District for ground signs in Industrial Zones.

Pavement to Property Line Minimum Setback Distance ¹

District	R.O.W. Line	Side Lot Line	Rear Lot Line
R	25 feet ²	3 feet ³	3 feet ⁴
R/FB	10 feet ⁵	5 feet	5 feet
C	10 feet	5 feet	5 feet
O/RP	25 feet	25 10 feet	10 feet
I	10 feet	5 feet	5 feet
1	The required setback area shall be landscaped in accordance with Section 169.02.		
2	RS and RD Districts driveways and any associated off-street parking areas may be within the front yard, but shall not occupy greater than 50 percent of the area between the building setback line and public right of way, shall not provide greater than one parking space in addition to that provided in the travel portion of the driveway, and so graded to dispose of surface water to the street or public designated storm water drainage facilities.		
3	Except for a lot line between zero lot development.		
4	In all R districts, the required parking area shall be at least 20 feet from any public or private alley right-of-way line.		
5	Except parking is permitted in the R-FB dwelling lot front yard area.		

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

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

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

First reading on _____.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

ATTEST:

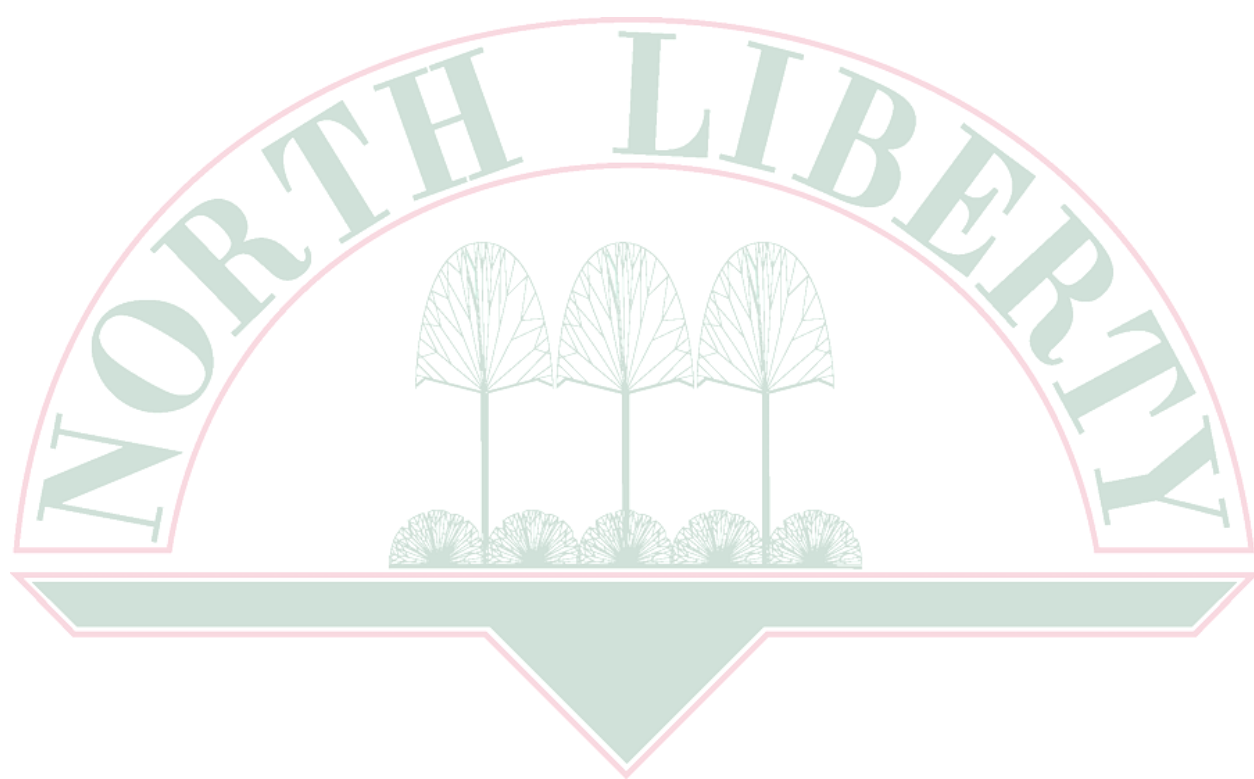
TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2017-08 in the North Liberty *Leader* on the __ day of ____, 2017.

TRACEY MULCAHEY, CITY CLERK

Additional Information



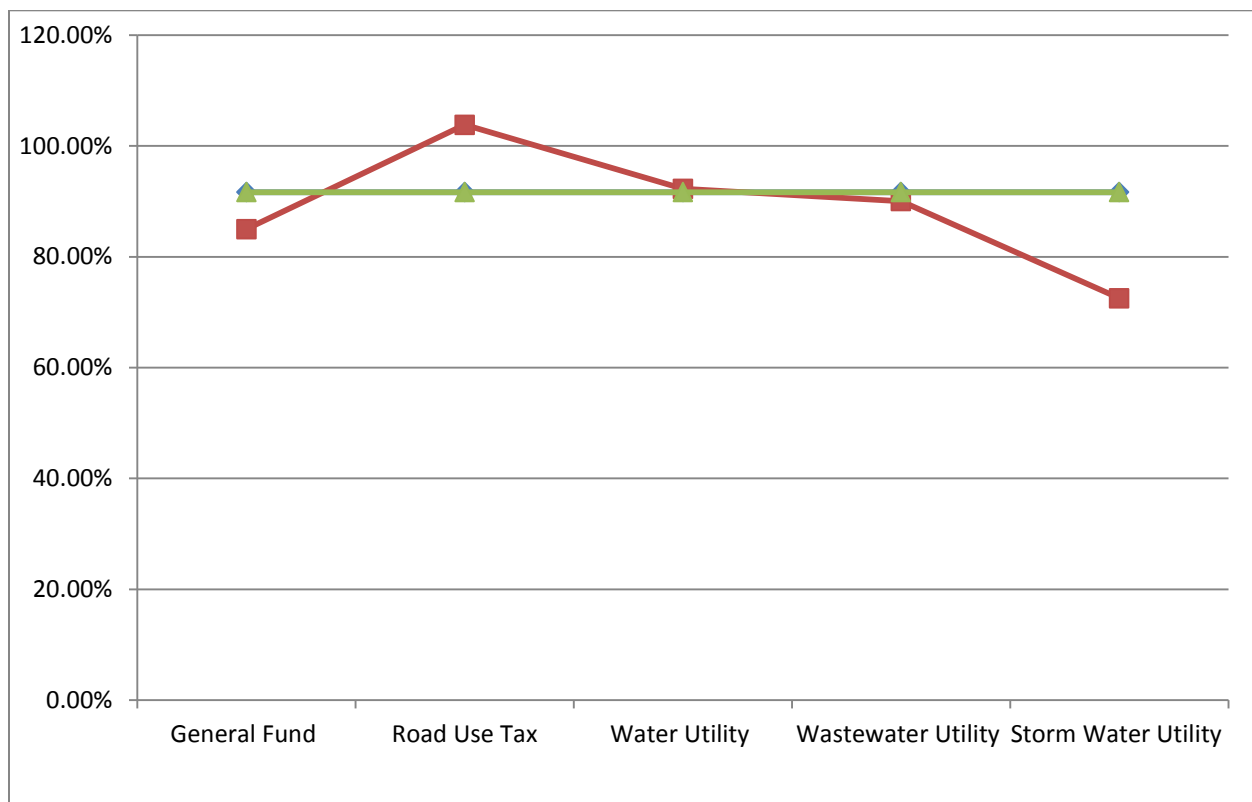


Monthly Report Summarization

May 31, 2017

This report provides a summarization of the budget status after the end of May 2017. At the end of this month, the City is 91.67% 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. The data includes the amended budget.

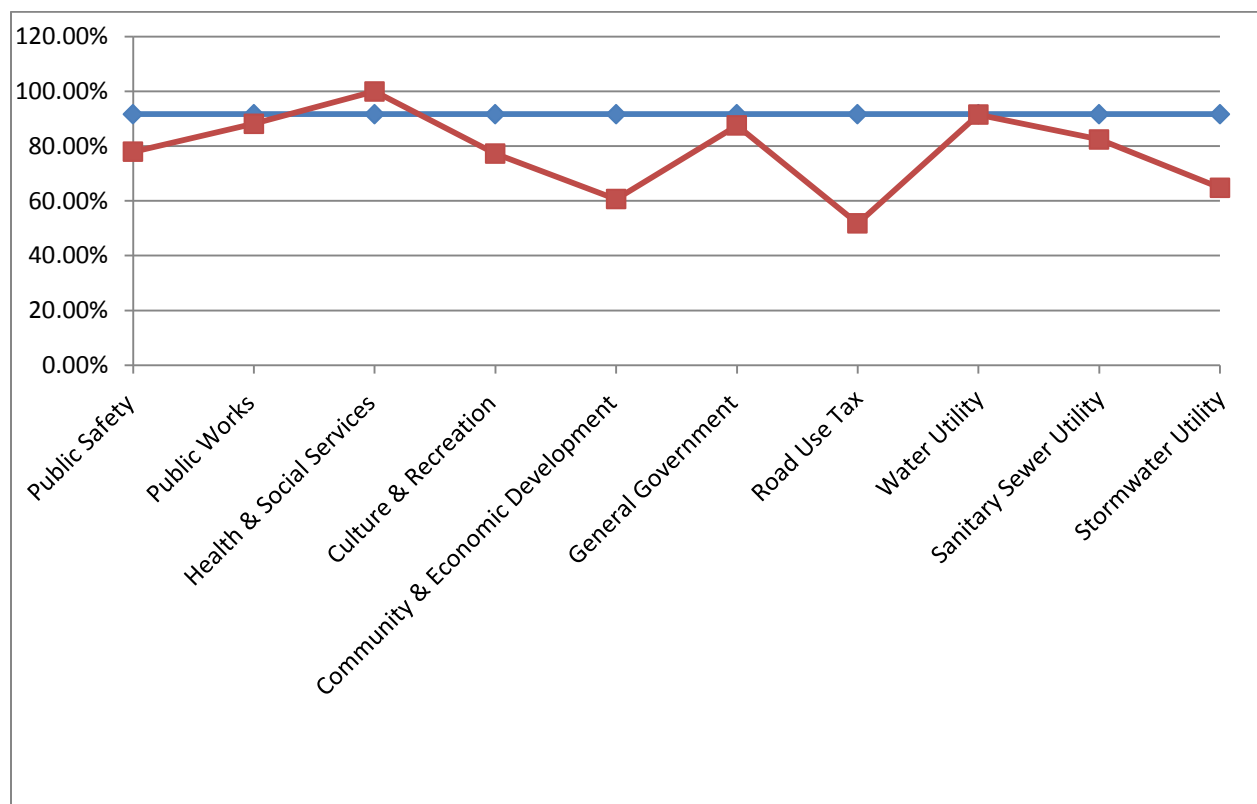
Revenues: The following chart demonstrates the condition of the City's budgeted revenues as of May 31, 2017:



- This chart represents the historical view at the end of May. The City received the first half of the property tax revenue in October and the second half in April.
- Stormwater revenues are lower than the amended amount due to the SRF Sponsored Water Quality Soil Quality Restoration Project reimbursements budgeted but not received, yet.

Overall revenues for the year to date are \$56,855,106.59, 74.07% of the budgeted amount. This amount is less than the budgeted mark. The end of year transfers in will bring this number in line with projected amounts.

Expenditures: The following chart demonstrates the condition of the City's budgeted expenditures as of May 31, 2017:



- Public Safety is below projected due to end of year transfers.
- 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 at the start of the fiscal year.
- Culture and Recreation is below projected expenditures for the year. End of year transfers will bring this number closer to the budget projection.
- 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 lower than projected for a budgetary cushion for the Soil Quality Restoration Program.

Year to date total expenditures are \$37,335,436.08 or 47.10% of the projected budget amounts. This amount is less than the 91.67% of the fiscal year completed due to expenditures and transfers occurring later in the fiscal year.

Following is the Treasurer's Report for May. 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 \$ 4,379,574.97. 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				
May 31, 2017				
FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	05/01/2017			05/31/2017
GENERAL	7,596,249.69	1,092,330.00	-984,034.42	7,704,545.27
SPECIAL REVENUE	8,775,928.25	315,788.41	-838,916.92	8,252,799.74
DEBT SERVICE	3,333,600.58	2,870,358.92	-42,374.12	6,161,585.38
CAPITAL PROJECTS	-4,187,568.60	5,220,010.54	-426,768.07	605,673.87
WATER ENTERPRISE	4,858,843.30	1,728,350.89	-898,116.92	5,689,077.27
WASTEWATER ENTERPRISE	3,232,322.19	1,486,654.39	-544,955.45	4,174,021.13
STORM WATER ENTERPRISE	208,854.10	17,265.28	-4,273.89	221,845.49
TOTAL	23,818,229.51	12,730,758.43	3,739,439.79	32,809,548.15

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