



North Liberty City Council
Regular Session
August 22, 2017

City Administrator Memo





City Council Memo

for August 22, 2017

from the desk of Ryan C. Heiar

Meetings & Events

Tuesday, Aug 22 at 6:30p.m.
City Council

Tuesday, Sep 5 at 6:30p.m.
Planning Commission

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

Monday, Sep 11 at 6:00p.m.
Communications Commission

Tuesday, Sep 12 at 6:30p.m.
City Council

Consent Agenda

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

- City Council Minutes (08/08/17)
- Claims
- July Revenues & Treasurer's Report
- Liquor Licenses
 - Beer Burger
 - Zio Johno's
- Change Order #9, Penn Street ICAAP Improvements, Metro Pavers Inc., (\$176.00)
- Pay Application #12, Penn Street ICAAP Improvements, Metro Pavers Inc., \$31,453.04
- Pay Application #10, Phase I Water System Improvements Division I Water System Improvements, Portzen Construction, Inc., \$743,192.76
- Pay Application #11, SRF Sponsored Water Quality Project, Metro Pavers, Inc., \$82,550.28
- Change Order #3, Penn Street Improvements, Streb Construction Inc., \$18,220.73 **(revised from previous Meeting – an increase of \$199.20)**
- Change Order #4, Penn Street Improvements, Streb Construction Inc., \$3,000.00
- Pay Application #6, Penn Street Improvements, Streb Construction Inc., \$27,765.80

Street Finance Report

Included in your packet is the Street Finance Report for FY 17, which is required to be completed and filed with the Department of Transportation annually. In summary, our Road Use Tax revenues for the year totaled approximately \$1.945 million and expenditures came in at \$1.640 million, leaving a surplus of over \$300k. The reserve fund now totals \$1.416 million.

Project Acceptance & Closeout

Staff is recommending acceptance and closeout of two projects. The

Ryan C. Heiar, City Administrator

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

SRF Sponsored Water Quality Project and the Penn Street ICAAP Project have been completed, staff and engineer inspected and paperwork filed. The final pay applications are included on the consent agenda and the proposed resolutions will solidify project acceptance.

Kansas Avenue RISE Project

On August 8, the IDOT Commission awarded the City \$3,070,000 in Immediate Need RISE (Revitalize Iowa's Sound Economy) funding for the construction of Kansas Avenue, between Forevergreen Road and St. Andrews Drive. The funding application and subsequent construction project are a direct result of the new GIECO office being built on Landon Way. Included on the agenda and in your packet is a funding agreement between the IDOT and City for RISE funds as well as a design proposal from Shive Hattery for the design and construction administration of the Kansas Avenue Project. If approved, design will begin immediately with an anticipated bid date of early spring 2018 and completion goal by the end of calendar year 2018. Staff is recommending approval of both documents so the project can begin immediately.

Roseberry Stop Storm Water Management Facility (SMF) Agreement

The SMF agreement for the Roseberry Stop subdivision, located on the west side of Front Street, adjacent to Colony Pumpkin Patch, is on Tuesday's agenda for Council's consideration. Staff recommends approval of the agreement.

Scanlon North Ridge Subdivision – Final Plat & Storm Water Management Facility (SMF) Agreement

Improvements for the Scanlon North Ridge subdivision, located just north of Liberty High School have been installed, inspected and approved by staff. Staff is recommending approval of the final plat as well as the related SMF agreement.

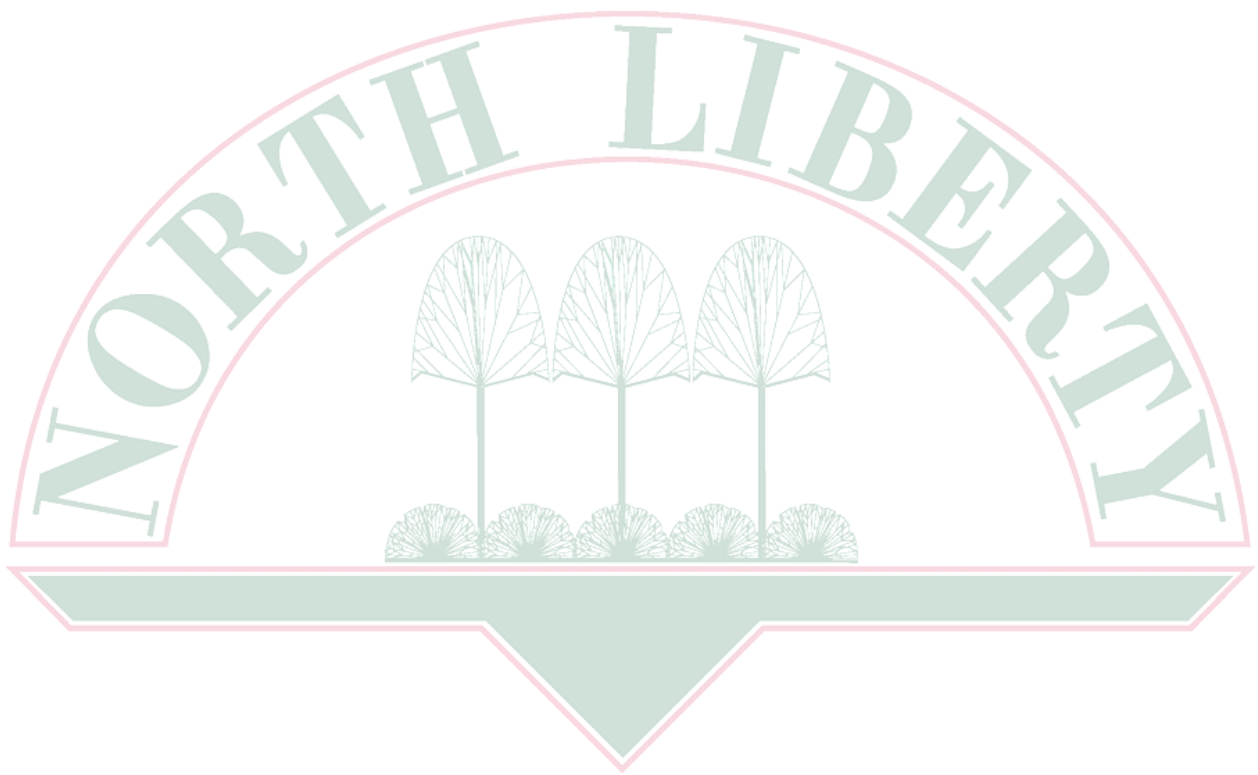
Fats, Oils & Greases (FOG) Ordinance Amendment

The proposed ordinance makes changes to Chapter 97 of the North Liberty Code related to the City's sanitary sewer system. Specifically, this ordinance updates the fats, oils and grease (FOG) requirements to be consistent with the building code as well as help comply with the IDNR's issued permitting limits for the wastewater treatment plant. Generally, these revisions will have minimal or no impact on the average home or business owner. The City currently requires businesses with a FOG recovery system (commonly referred to as a grease trap) to maintain the system and file regular reports with the Wastewater Department. Unfortunately, with limited staff time the Wastewater Department has not been able to regularly follow up with non-complying businesses. In addition to seeking approval of this ordinance, staff will be working with a third party vendor to further implement this program. The concept is very similar to the recently approved backflow prevention program (if fact it's the same company) where the company will send out letters and notices to businesses with these recovery systems.

The intent of a FOG program and limiting the amount of fats, oils and greases that go down the sewer is twofold. First, when these substances go into the sewer they harden and will block flow in the pipes, resulting in a much slower flow or a total blockage that can and has caused backups. Second, the substances are very hard on the treatment process and the mechanical pieces of the plant and can affect the effluent leaving the plant. If a substantial amount of fats, oils and greases are allowed into the

system, it could knock the plant out of compliance. With more and more businesses that require recovery systems locating in North Liberty, it is time to step up regulation and compliance of these issues.

Agenda





AGENDA

North Liberty City Council
August 22, 2017
Regular Session
6:30 p.m.
City Council Chambers at 1 Quail Creek Circle

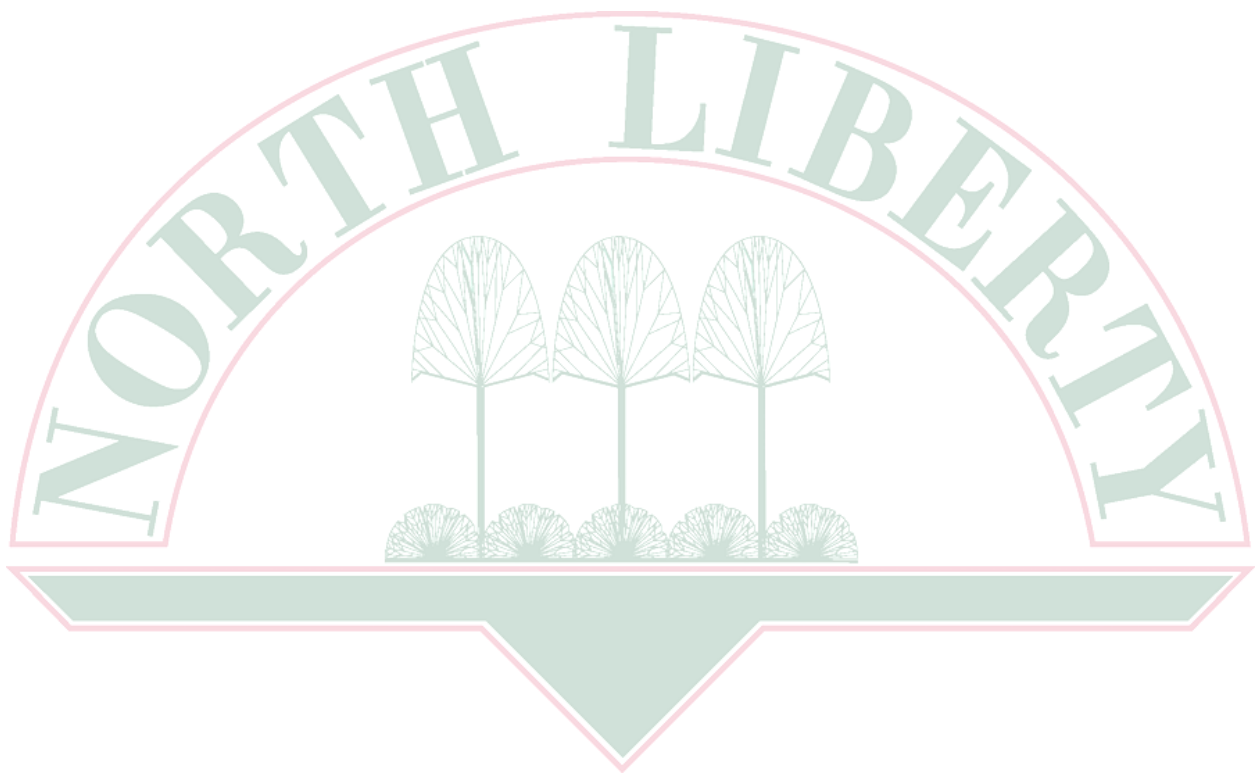
1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, August 8, 2017
 - B. Claims
 - C. July Revenues
 - D. July Treasurer Report
 - E. Liquor License Renewal, Beer Burger, Class C Liquor License with Catering Privilege, Outdoor Service and Sunday Sales endorsements
 - F. Liquor License Renewal, Zio Johnno's, Class C Liquor License with Sunday Sales endorsement
 - G. Penn Street ICAAP Project, Change Order Number 9, Metro Pavers, Inc., (\$176.00)
 - H. Penn Street ICAAP Project, Pay Application Number 12, Metro Pavers, Inc., \$31,453.04
 - I. Water Plant Project, Pay Application Number 10, Portzen Construction, \$743,192.76
 - J. SRF Sponsored Water Quality Project, Pay Application Number 11, Metro Pavers, Inc. \$82,550.28
 - K. Penn Street 2017 Project, Pay Application Number 6, Streb Construction, \$27,765.80
 - L. Penn Street 2017 Project, Change Order Number 3 (Revised), Streb Construction, \$18,220.73
 - M. Penn Street 2017 Project, Change Order Number 4, Streb Construction, \$3,000.00
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. Street Finance Report – FY 2017
 - A. Resolution Number 2017-98, A Resolution approving the City Street Financial Report for the Fiscal Year ending June 30, 2017
13. SRF Sponsored Water Quality Project
 - A. Resolution Number 2017-99, A Resolution approving the final acceptance of the SRF Sponsored Water Quality Project
14. Penn Street ICAAP Project
 - A. Resolution Number 2017-100, A Resolution approving the final acceptance of the Penn Street ICAAP Project
15. RISE Project
 - A. Resolution Number 2017-101, A Resolution approving the Agreement for a Revitalize Iowa's Sound Economy Program (RISE) between the Iowa Department of Transportation and the City of North Liberty, Iowa regarding the Kansas Avenue Project (Agreement No. 2018-R-001)
 - B. Resolution Number 2017-102, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Kansas Avenue RISE Improvements Project
16. Roseberry Stop
 - A. Resolution Number 2017-103, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and Roseberry Development, Inc. that establishes the terms and conditions under which Stormwater Management Facilities will be maintained in the Roseberry Stop Subdivision in the City of North Liberty, Iowa
17. Scanlon Farms - North Ridge
 - A. Resolution Number 2017-104, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and Scanlon Farms Development, LLC that establishes the terms and conditions under which stormwater management facilities will be maintained in Scanlon Farms – North Ridge in the City of North Liberty, Iowa
 - B. Resolution Number 2017-105, A Resolution approving the Final Plat and accepting improvements for Scanlon Farms – North Ridge, North Liberty, Iowa
18. Fats, Oil and Greases Ordinance Amendment
 - A. Public hearing regarding proposed ordinance amendment to update the fats, oil and grease requirements
 - B. First consideration of Ordinance Number 2017-10, an Ordinance amending Chapter 97 of the North Liberty Code of Ordinances amending Sections 97.03, 97.04, 97.08 and 97.09 to establish regulations for fats, oil and grease discharge
19. Old Business

20. New Business

21. Adjournment

Consent Agenda





Minutes

North Liberty City Council
August 8, 2017
Regular Session
City Council Chambers at 1 Quail Creek Circle

Call to order

Mayor Terry Donahue called the August 8, 2017 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: Sarah Madsen, Jim Sayre and Brian Wayson; absent: Chris Hoffman and Annie Pollock.

Others present: Tracey Mulcahey, Scott Peterson, Kevin Trom, Dean Wheatley, Megan Benischek and other interested parties.

Approval of the Agenda

Madsen moved, Sayre seconded to approve the agenda moving Resolution Number 2017-93 from the Consent Agenda until after the City Engineer's report. The vote was all ayes. Agenda approved.

Consent Agenda

Wayson moved, Madsen seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on July 25, 2017; the attached list of Claims; North Liberty Road Project, Pay Application Number 6 to Metro Pavers in the amount of \$345,847.91; East Growth Area Water & Sewer Extensions, Change Order Number 9 to Langman Construction Co. in the deduct amount of (\$120,349.50); East Growth Area Water & Sewer Extensions, Pay Application Number 15 to Langman Construction Co. in the amount of \$53,931.49; East Growth Area Water & Sewer Extensions, Pay Application Number 16 to Langman Construction Co. in the amount of \$240,308.34; Phase II WWTP Improvements, Pay Application Number 23R to Tricon Construction Group in the amount of \$112,524.41; Penn Street Project, Change Order Number 3 to Streb Construction Co. in the amount of \$1,182.50; and Penn Street Project, Pay Application Number 5 to Streb Construction Co. in the amount of \$195,649.02. The vote was all ayes. Consent agenda approved.

Public Comment

There was no public comment.

City Planner Report

City Planner Dean Wheatley reported that after the legislative session, he is working on the definition of family for the zoning ordinances. Council discussed the report with Wheatley. Two people attended the public forum on the transit program ending.

City Engineer Report

City Engineer Kevin Trom reported that city staff met with IDOT staff on the Forevergreen Road and interchange project. The project bids came in under estimate. The water system improvements project water plant walls are up and the roof is in progress. The contractor is working on utility work, site paving and painting the ground storage reservoir. Highway 965, Phase 3 had the 50% design review meeting. The preliminary plan submittal is due August 15. The City is working on acquiring easements for this project. Seventy-five percent of the North Liberty Road Project paving is complete. Trom asked the contractor when the project is expected to be open to traffic. Contractor estimates late September or early October. The Penn Street Project is close to completion. The contractor on the Water Storage/Maintenance/Brine building is working on the foundation and grading work. The SRF Sponsored Project is complete with the final pay application and release of retainage coming soon. Council discussed the report with Trom.

Wayson moved, Sayre seconded to approve Resolution Number 2017-93, A Resolution approving the final acceptance of the East Growth Area Water & Sewer Extensions Project. The vote was ayes - Sayre, Wayson, Madsen; nays - none. Motion approved.

City Attorney Report

City Attorney Scott Peterson had no report.

Assistant City Administrator Report

Assistant City Administrator Tracey Mulcahey reported on GASB 77 reporting, City Clerk certification, Summer Lunch Finale/Ranshaw Way Event and IDOT Commission meeting. Council discussed the report with Mulcahey.

Mayor Report

Mayor Terry Donahue reported on Fire Chief interviews last week. He and Mulcahey will be attending the midsized cities meeting Friday in Des Moines. Council discussed the report with Mayor.

Annexation

Wheatley presented information on the annexation request.

Mayor Donahue opened the public hearing regarding proposed annexation of property at 6:46 p.m. No oral or written comments were received. The public hearing was closed.

Sayre moved, Madsen seconded to approve Resolution Number 2017-94, A Resolution approving annexation of certain property to the City of North Liberty. After discussion, the vote was: ayes - Sayre, Madsen, Wayson; nays - none. Motion carried.

OnBase Software Maintenance Agreement

Mulcahey presented information on the agreement. Wayson moved, Madsen seconded to approve Resolution Number 2017-95, A Resolution approving the Software Maintenance Agreement between the City of North Liberty and Integrated Data Products Inc. regarding annual maintenance of the City's OnBase Records Management System. The vote was: ayes - Sayre, Madsen, Wayson; nays - none. Motion carried.

USGS Joint Funding Agreement

Donahue presented information on the agreement. Madsen moved, Sayre seconded to approve Resolution Number 2017-96, A Resolution approving the agreement between the City of North

Liberty and the United States Geological Survey to jointly fund a Streamgaging Station on Muddy Creek. The vote was: ayes – Wayson, Madsen, Sayre; nays – none. Motion carried.

Fireworks Ordinance Amendment

Wayson moved, Sayre seconded to approve the third consideration and adoption of Ordinance Number 2017-09, An Ordinance amending Chapter 41 of the North Liberty Code of Ordinances by amending Section 41.10 to permit the sale of fireworks. After discussion, the vote was: ayes – Madsen, Wayson, Sayre; nays – none. Motion carried.

Retirement Agreement

Peterson recommended going into Closed Session pursuant to Code of Iowa 21.5(1)(i) “to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.” Sayre moved, Madsen seconded to move into Closed Session pursuant to Code of Iowa 21.5(1)(i) “to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.” at 6:56 p.m. The vote was: ayes – Sayre, Madsen, Wayson; nays – none. Motion carried.

At 7:17 p.m., Madsen moved, Wayson seconded to return to open session. The vote was: ayes – Madsen, Wayson, Sayre; nays – none. Motion carried.

Wayson moved, Sayre seconded to approve Resolution Number 2017-97, A Resolution approving the Retirement Agreement between the City of North Liberty and David H. Ramsey. The vote was: ayes – Madsen, Wayson, Sayre; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

No new business was presented.

Adjournment

Mayor Donahue adjourned the meeting at 7:19 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest:

Tracey Mulcahey, City Clerk

JULY 31ST, 2017

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	497,575.83	497,575.83
011-FIRE EQUIPMENT CAPITA	4,670.12	4,670.12
012-LIBRARY CAPITAL FUND	60.60	60.60
013-RECREATION CAPITAL FU	0.00	0.00
014-POLICE CAPITAL FUND	1,770.38	1,770.38
015-TRANSPORTATION IMPACT	(13,384.00) (13,384.00)
016-STORMWATER IMPACT FEE	0.00	0.00
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	0.00	0.00
019-YOUTH SPORTS SCHOLARS	1,066.74	1,066.74
020-EQUIPMENT REVOLVING	175.14	175.14
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	0.00	0.00
025-POLICE SEIZED FUNDS	0.00	0.00
060-ROAD USE TAX FUND	237,077.78	237,077.78
061-STREET CAPITAL PROJEC	330,002.00	330,002.00
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	13,216.06	13,216.06
110-DEBT SERVICE FUND	3,193.06	3,193.06
210-TRUST AND AGENCY	4,253.85	4,253.85
280-CUSTOMER DEPOSITS	35,700.00	35,700.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	0.00	0.00
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	0.00
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	0.00
322-LIBRARY BUILDING FUND	10.51	10.51
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	0.00
510-WATER FUND	325,143.21	325,143.21
511-WATER CAPITAL RESERVE	0.00	0.00
512-WATER SINKING FUND	101,095.58	101,095.58
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	0.00
520-SEWER FUND	384,734.88	384,734.88
521-SEWER CAPITAL RESERVE	30,509.00	30,509.00
522-SEWER SINKING FUND	183,967.75	183,967.75
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	0.00	0.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	17,016.00	17,016.00
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	2,157,854.49	2,157,854.49

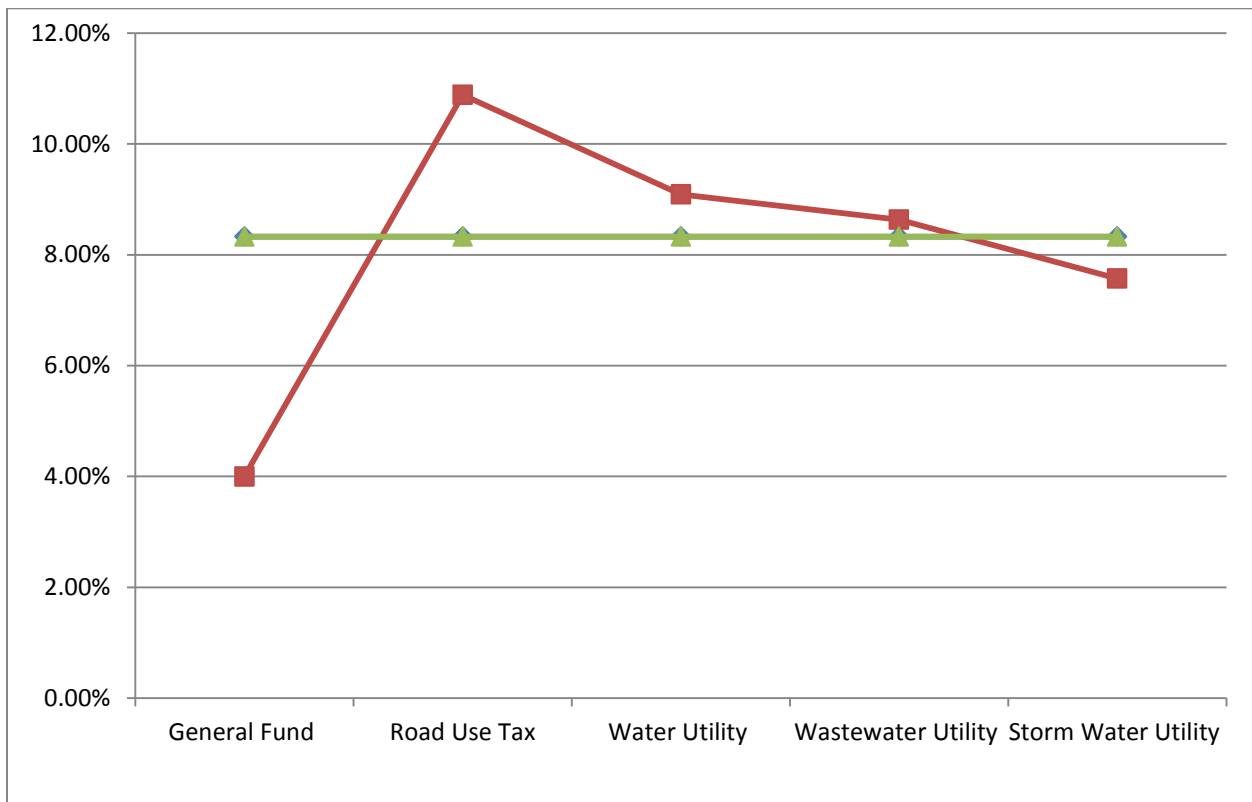


Monthly Report Summarization

July 31, 2017

This report provides a summarization of the budget status after the end of July 2017. At the end of this month, the City is 8.33% through the budget year. The red line indicates the percentage where the budget area is and green/blue line is the percentage of the budget year. Any particular area falling approximately 10% below or above the percentage of the budget year will be explained below. The data includes the amended budget.

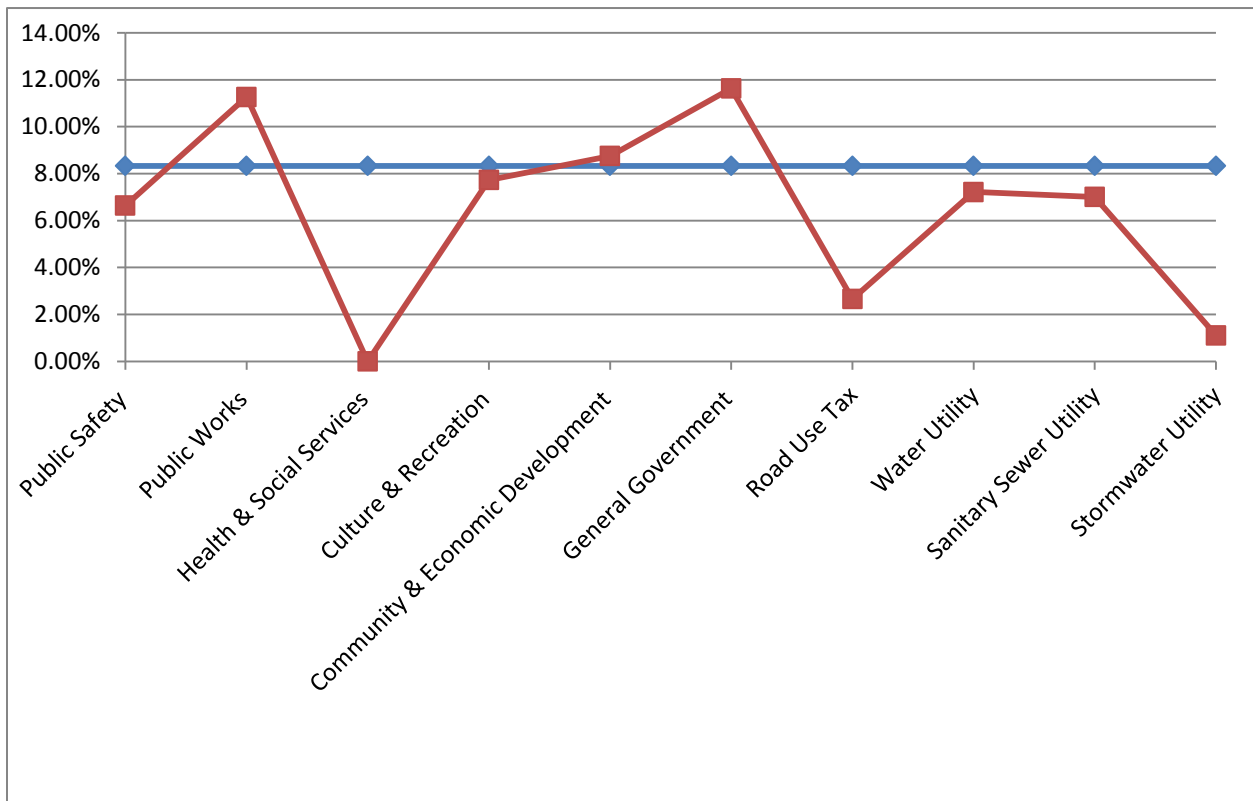
Revenues: The following chart demonstrates the condition of the City's budgeted revenues as of July 31, 2017:



- This chart represents the historical view at the end of July. The City will receive the first half of the property tax revenue in October and the second half in April.
- City staff is conservative in the Road Use Tax revenue projections. The revenues are ahead of staff projections.

Overall revenues year to date are \$2,157,854.49, 4.61% of the budgeted amount. This amount is less than the budgeted mark. Property tax receipts will bring that number into line.

Expenditures: The following chart demonstrates the condition of the City’s budgeted expenditures as of July 31, 2017:



- Social service grants will be issued in August.

Year to date total expenditures are \$5,485,349.80 or 11.39% of the projected budget amounts. This amount is more than the 8.33% of the fiscal year completed due to staff purchasing new equipment and other capital expenses as the new fiscal year begins.

Following is the Treasurer’s Report for July. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 4,188,468.57. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those obligations clear for future expenditures.

CITY OF NORTH LIBERTY

TREASURER'S REPORT

July 31, 2017

FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	07/01/2017			07/31/2017
GENERAL	8,755,990.61	488,322.02	-1,497,626.01	7,746,686.62
SPECIAL REVENUE	2,933,552.13	254,547.69	-65,131.72	3,122,968.10
DEBT SERVICE	425,063.17	3,193.06	0.00	428,256.23
CAPITAL PROJECTS	169,199.26	330,012.51	-1,489,599.69	-990,387.92
WATER ENTERPRISE	4,330,767.58	453,616.61	-1,689,950.04	3,094,434.15
WASTEWATER ENTERPRISE	3,272,496.74	589,252.49	-713,717.64	3,148,031.59
STORM WATER ENTERPRISE	148,238.25	16,737.52	-2,324.70	162,651.07
TOTAL	20,035,307.74	2,135,681.90	-5,458,349.80	16,712,639.84

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

Applicant License Application (LC0043064)

Name of Applicant: <u>575 LLC</u>		
Name of Business (DBA): <u>BEERBURGER</u>		
Address of Premises: <u>575 CAMERON WAY</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business	<u>(319) 631-4909</u>	
Mailing	<u>BEERBURGER c/o MAINGREDIENT</u>	
City <u>IOWA CITY</u>	State <u>IA</u>	Zip: <u>52245</u>

Contact Person

Name JOHN BURCHERT
Phone: (319) 631-4909 Email JOHN@MAINGREDIENT.COM

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 09/01/2017

Expiration Date: 08/31/2018

Privileges:

Catering Privilege

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>
Corporate ID Number: <u>519050</u> Federal Employer ID <u>812349812</u>

Ownership

JOHN BURCHERT

First Name: JOHN **Last Name:** BURCHERT
City: IOWA CITY **State:** Iowa **Zip:** 52245
Position: MGR
% of Ownership: 80.00% **U.S. Citizen:** **Yes**

ROBERT THOMPSON

First Name: ROBERT **Last Name:** THOMPSON
City: IOWA CITY **State:** Iowa **Zip:** 52240
Position: MGR
% of Ownership: 20.00% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: Illinois Casualty Co

Policy Effective Date: 09/01/2017

Policy Expiration 09/01/2018

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

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

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

Legal Name of Applicant: 575LLC
Name of Business (DBA): Beer Burger
Address of Business: 575 Cameron Way North Liberty IA
Business Phone & Email: 319-631-4909 john@mainingredient.com

City of North Liberty:

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

City Official

Tom Palmer

Digitally signed by Tom Palmer
DN: cn=Tom Palmer, o=City of North
Liberty, ou=Building Safety,
email=tpalmer@ci.north-liberty.ia.us,
c=US
Date: 2017.07.05 07:39:51 -0500

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: 575LLC
Name of Business (DBA): Beer Burger
Address of Business: 575 Cameron Way North Liberty IA
Business Phone & Email: 319-631-4909 john@mainingredient.com

City of North Liberty:

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

City Official

North Liberty Fire Department:

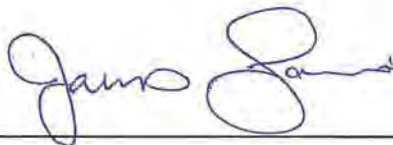
The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official

 6/27/17

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

June 27, 2017

Liquor License Check

Business: Beer Burger
575 Cameron Way
North Liberty, IA 52317

Owners: John Burchert (DOB: 1976)
Robert Thompson (DOB: 1982)

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

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.



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

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

Legal Name of Applicant: 575LLC
Name of Business (DBA): Beer Burger
Address of Business: 575 Cameron Way North Liberty IA
Business Phone & Email: 319-631-4909 john@mainingredient.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



7/23/17

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: _____

North Liberty Fire Department

Occupancy: **Beer Burger**

Address: **575 Cameron WAY Apt/Suite #Suite #1**

North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **7/28/2017**

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

Time In: **13:32**

Time Out: **14:39**

Authorized Date: **Not Author**

By:



Form: General Fire
Inspection Checklist 1.0

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Site

Fire Lane / Access Roads Unobstructed

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

Status: FAIL

Notes: No parking is allowed behind building. Pallet needs to be removed. I am in the process of getting fire lane marking requirements to Grand Rail.



Premise Free of Waste Accumulation

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

Status: FAIL

Notes: 1)Rear of building needs to be cleaned up.
2)Clean excessive grease spillage around grease dumpster.



Electrical Rooms / Electrical Wiring

Electrical Equipment - 3 Feet Clearance in Front of Panel

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

Status: FAIL

Notes:



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

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

Status: FAIL

Notes: 1) Sprinkler Room; exposed wiring by fire alarm panel. Remove.
2) Behind bar, cord to dish washer has exposed wiring. Fix plug.



No Extension Cords

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

Status: FAIL

Notes: 1). Patio. Remove extension cord to patio lights. Lights must be plugged directly into waterproof outlet.
2). Patio. Remove extension cord to tv. Must be plugged into waterproof outlet.



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: FAIL

Notes: 1). Mount surge protector.



Kitchen Hood System

Proper Fryer Separation From Surface Flames

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

Status: FAIL

Notes: 1) Fryer was found being used outside of the kitchen hood. Cannot use unless under type 1 hood and protected by suppression system. Appliance was disconnected during inspection. Must be removed.



Exit Access & Doors

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: FAILED & CORRECTED

Notes: 1) West exit is bolted shut. Extremely serious violation. Corrected during inspection.



Interior Finish/Flame Spread

Suspended Ceiling Tiles/Panels in Place

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

Status: FAIL

Notes: 1). Replace missing ceiling tiles.



Combustible, General & Outside Storage

Proper Ceiling Clearance - 18"/24"

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

Status: FAIL

Notes: 1). Reduce storage height above cooler. 18" minimum between top of storage and sprinkler heads.



Oily Rags Stored in Approved Containers

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

Status: FAIL

Notes: 1). Rags used for cleaning hood must be put in noncombustible container with lid.



Additional Time Spent on Inspection:

Category

Start Date / Time

End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 67 minutes

Total Time: 67 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



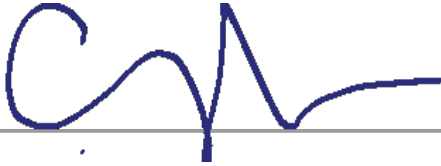
Signed on: 07/28/2017 14:42

Signature

Date

Representative Signature:

Signature of: Craig Vorba on 07/28/2017 14:43



Signature

Date

Applicant License Application (LC0040325)

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

Contact Person

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

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 09/10/2017

Expiration Date: 09/09/2018

Privileges:

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

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

Ownership

eli khairallah

First Name: eli

Last Name: khairallah

City: cedar rapids

State: Iowa

Zip: 52403

Position: owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Society Insurance</u>				
Policy Effective Date:	<u>09/10/2017</u>	Policy Expiration	<u>09/10/2018</u>		
Bond Effective	Dram Cancel Date:				
Outdoor Service Effective	Outdoor Service Expiration				
Temp Transfer Effective Date	Temp Transfer Expiration Date:				

North Liberty Fire Department

Occupancy: **Zio Johnno's Spaghetti House**

Address: **780 Community DR Apt/Suite #1**

North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **7/28/2017**

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

Time In: **12:40**

Time Out: **13:17**

Authorized Date: **Not Author**

By:



Form: General Fire
Inspection Checklist 1.0

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Kitchen Hood System

Kitchen Hood All Grease Filters in Place

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

Status: FAIL

Notes: Filters must be in place at all times when cooking. Clean filters prior to opening or after close.



Kitchen Hood Exhaust Fan Has Hinges

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

Status: FAIL

Notes: Was previously noted, still not corrected. Have 30 days to add Hinges to all exhaust fans.

Compressed Gas Cylinders / LPG

Compressed Gas Cylinders Secured or Chained

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

Status: FAIL

Notes: Needs to be secured at all times. Remount chain so it goes across the cylinder and 2/3rds the height of the cylinder. Cannot wrap around valve.



Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes

Inspection Time: 37 minutes

Total Time: 37 minutes

Summary:

Overall Result:

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: 07/28/2017 13:19

Signature

Date

Representative Signature:

Signature of: Pedro ramirez on 07/28/2017 13:20



Signature

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: Zio Johno's Inc.
Name of Business (DBA): Zio Johno's Spaghetti House
Address of Business: 780 Community Drive #1 North Liberty IA
Business Phone & Email: Eli 319-721-6503 eli@ziojohnosonline.com

City of North Liberty:

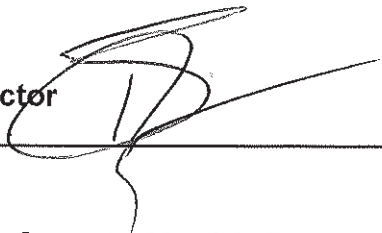
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

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

Fire Inspector



7/28/17

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: _____

CHANGE ORDER
For Local Public Agency Projects

No.: 9

Non-Substantial:

Jun 1, 2017

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 33025

Project Number: STP-A-5557(619)--86-52

Kind of Work: PCC Pavement Widening

Local Public Agency: North Liberty

Contractor: Metro Pavers, Inc.

Date Prepared: June 1, 2017

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0010 INCREASE item quantity for "CLEARING AND GRUBBING"

8010 ADD item for "ADMINSTRATIVE PENALTY - AIR/SLUMP TESTING"

B - Reason for change:

0010 Measured value of work was greater than contract quantity. By specification, this item can only be paid at "contract quantity," and therefore the contract quantity needs to be increased to pay the correct value.

8010 Air and slump testing was not performed for the concrete storm intake throats placed on 6/17/16 and 6/28/16. The testing did not occur because the work was done without the Engineer having been given notification in accordance with Standard Specification 1105.07. The administrative penalty for the two missing tests is being assessed to the Contractor, rather than requiring the hardened concrete to be cored and laboratory tested for entrained air content and proper distribution of aggregates, or ordering the work to be removed/replaced in order to afford the Engineer the opportunity to conduct the required air/slump testing.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0010 - Contract Unit Price

8010 - Agreed Unit Price Credit

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

8010 - The administrative penalty value is based upon the estimated cost to perform the required air/slump testing.

E - Contract time adjustment: No Working Days added Working Days added: _____ Unknown at this time

Justification for selection:
N/A


F - Items included in contract:

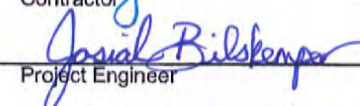
Participating		Line Number	Item Description	For deductions enter as "-x.xx"		Amount .xx
Federal-aid	State-aid			Unit Price .xx	Quantity .xxx	
X		0010	CLEARING AND GRUBBING	\$30.00	0.800	\$24.00
<div style="display: flex; justify-content: space-between; width: 100%;"> Add Row Delete Row TOTAL </div>						\$24.00

G - Items not included in contract:

Participating		Change Number	Item Description	For deductions enter as "-x.xx"		Amount .xx
Federal-aid	State-aid			Unit Price .xx	Quantity .xxx	
X		8010	2599-9999005 ADMIN. PENALTY - AIR / SLUMP TE	-\$100.00	2.000	-\$200.00
<div style="display: flex; justify-content: space-between; width: 100%;"> Add Row Delete Row TOTAL </div>						-\$200.00

H. Signatures

Agreed:  7/31/17
Contractor Date

Recommended:  8/2/17
Project Engineer Date

Approved:

Person in Responsible Charge _____ Date _____ Other (optional) _____ Title _____ Date _____

Contracting Authority (optional) _____ Date _____ Other (optional) _____ Title _____ Date _____

Iowa DOT Administering Office _____ Date _____

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence: _____
Federal Highway Division Administration Date
(if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____ Initials: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: City of North Liberty
Contractor: Metro Pavers

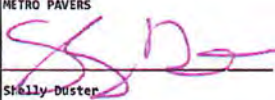
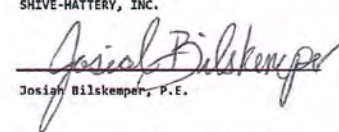
Project: Penn Street ICAAP Improvements

Contract: STP-A-5557(619)--86-52

Pay App# 12 - FINAL
Date 8/9/2017

Item	Item Code	Item	Unit	Unit Cost	Division 1				Division 2				TOTAL			
					Awarded		To Date		Awarded		To Date		Awarded		To Date	
Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost			
59	2554-0210201	FIRE HYDRANT ASSEMBLY, 101-201	EACH	\$ 4,500.00					5	\$22,500.00	5.00	\$22,500.00	5	\$ 22,500.00	5.00	\$ 22,500.00
60	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS	\$ 1,000.00					1	\$1,000.00	1.00	\$1,000.00	1	\$ 1,000.00	1.00	\$ 1,000.00
61	2599-9999005	PERENNIAL PLANTS	EACH	\$ 16.00					3070	\$49,120.00	3,094.00	\$49,504.00	3070	\$ 49,120.00	3,094.00	\$ 49,504.00
62	2599-9999009	LIMESTONE EDGING	LF	\$ 15.00					969	\$14,535.00	969.00	\$14,535.00	969	\$ 14,535.00	969.00	\$ 14,535.00
63	2599-9999015	BIODEGRADABLE EROSION CONTROL BLANKET	SQ	\$ 20.00												
64	2599-9999015	BIODEGRADABLE EROSION CONTROL BLANKET	SQ	\$ 20.00	480	\$9,600.00	480.00	\$9,600.00	710	\$24,200.00	686.75	\$13,735.00	1190	\$ 23,000.00	1,166.75	\$ 23,335.00
65	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	\$ 3,350.00	2	\$6,700.00	1.60	\$5,360.00	2	\$6,700.00	2.25	\$7,537.50	4	\$ 13,400.00	3.85	\$ 12,897.50
66	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	\$ 1,350.00	2	\$2,700.00	1.60	\$2,160.00	2	\$2,700.00	2.25	\$3,037.50	4	\$ 5,400.00	3.85	\$ 5,197.50
67	2601-2642120	STABILIZING CRDP - SEEDING AND FERTILIZING (URBAN)	ACRE	\$ 500.00	2	\$1,000.00			2	\$1,000.00			4	\$ 2,000.00		
68	2602-0000020	SILT FENCE	LF	\$ 1.60	2177	\$3,483.20	1,591.00	\$2,545.60	271	\$433.60	126.00	\$201.60	2448	\$ 3,916.00	1,717.00	\$ 2,747.20
69	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	\$ 0.25	2177	\$544.25	4,659.00	\$1,164.50	271	\$67.75	3,040.00	\$760.00	2448	\$ 612.00	7,698.00	\$ 1,924.50
70	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	\$ 0.25	544	\$136.00			60	\$17.00			612	\$ 153.00		
71	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	\$ 3.00	2698	\$8,094.00	3,067.00	\$9,201.00	3263	\$9,789.00	2,914.00	\$8,742.00	5961	\$ 17,803.00	5,981.00	\$ 17,943.00
72	2602-0010010	MOBILIZATION, EROSION CONTROL	EACH	\$ 500.00	3	\$1,500.00	2.50	\$1,250.00	3	\$1,500.00	3.50	\$1,750.00	6	\$ 3,000.00	6.00	\$ 3,000.00
73	2602-0010020	MOBILIZATION, EMERGENCY EROSION CONTROL	EACH	\$ 1,000.00	1	\$1,000.00			1	\$1,000.00			2	\$ 2,000.00		
74	2610-000290	MULCH	CY	\$ 300.00					52	\$15,600.00	52.00	\$15,600.00	52	\$ 15,600.00	52.00	\$ 15,600.00
75	2610-000400	WATERING FOR PLANTS	MGAL	\$ 100.00					21.6	\$2,160.00	8.00	\$800.00	21.6	\$ 2,160.00	8.00	\$ 800.00
751	2599-9999009	STORM SEWER GRAVITY MAIN, TRENCHLESS, 36 IN.	LF	\$ 165.00					72	\$11,880.00	72.00	\$11,880.00	72	\$ 11,880.00	72.00	\$ 11,880.00
752	2554-0112012	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 12 IN.	LF	\$ 80.00					80	\$6,400.00	80.00	\$6,400.00	80	\$ 6,400.00	80.00	\$ 6,400.00
8001	2599-9999010	TILE ABANDONMENT	LS	\$ 1.00					3,880.39	\$3,880.39	3,880.39	\$3,880.39	3880.39	\$ 3,880.39	3,880.39	\$ 3,880.39
8002	2599-9999010	HYDRANT ADJUSTMENT	LS	\$ 1.00					790.00	\$790.00	790.00	\$790.00	790.00	\$ 790.00	790.00	\$ 790.00
8003	2599-9999010	SANITARY FORCE MAIN REMOVAL	LS	\$ 1.00	1003.25	\$1,003.25	1,003.25	\$1,003.25					1003.25	\$ 1,003.25	1,003.25	\$ 1,003.25
8004	2599-9999010	36" RCP CONCRETE COLLARS	LS	\$ 1.00					790.00	\$790.00	790.00	\$790.00	790.00	\$ 790.00	790.00	\$ 790.00
8005	2102-2710300	EXCAVATION, CLASS 10, UNSTABLE OR UNSUITABLE MATERIAL	CY	\$ 36.00	36.48	\$1,313.28	36.48	\$1,313.28	86.89	\$3,060.04	58.09	\$2,090.04	135.37	\$ 4,873.32	135.37	\$ 4,873.32
8006	2530-5070210	PATCHES, PARTIAL-DEPTH PCC FINISH	SF	\$ 75.00	3.0	\$225.00	3.00	\$225.00	53.50	\$4,012.50	53.50	\$4,012.50	57.30	\$ 4,297.50	57.30	\$ 4,297.50
8007	2599-9999010	WATER MAIN ABANDONMENT	LS	\$ 1.00					774.45	\$774.45	774.45	\$774.45	774.45	\$ 774.45	774.45	\$ 774.45
8008	2599-9999010	REPLACE DETECTOR LOOP	LS	\$ 1.00					2,119.14	\$2,119.14	2,119.14	\$2,119.14	2119.14	\$ 2,119.14	2,119.14	\$ 2,119.14
8009	6200-5000011	(PRICE ADJUST) AGG TEST DEVIATION	CY	\$ (1.00)					427.00	(\$427.00)	427.00	(\$427.00)	427.00	\$ (427.00)	427.00	\$ (427.00)
8010	2599-9999005	ADMIN PENALTY - AIR AND SLM TESTING	LS	\$ (100.00)	2	(\$200.00)	2.00	(\$200.00)					2.00	\$ (200.00)	2.00	\$ (200.00)
8999		STORED MATERIALS	LS	\$ 1.00										\$ -		\$ -
CONSTRUCTION SUBTOTALS						\$596,231.11	\$598,907.57			\$1,331,549.42	\$1,328,358.51		\$	1,927,780.52		\$1,919,266.08

Original Contract Sum \$ 1,905,259.45
 Net change by Change Orders \$ 22,521.07
 Contract Sum to Date \$ 1,927,780.52
 Total Completed and Stored to Date \$ 1,919,266.08
 Less Retainage (3%) \$ -
 Total Earned less Retainage \$ 1,919,266.08
 Less Previous Certificates for Payment \$ 1,887,813.03
 Current Payment Due \$ 31,453.04

CONTRACTOR: METRO PAVERS  Shelly Duster	ENGINEER: SHIVE-HATTERY, INC.  Josiah Bilskemper, P.E.	OWNER: City of North Liberty _____ Ryan Hejar
Title: CFO	Title: Project Engineer	Title: City Administrator
Date: 8/12/17	Date: 8/15/17	Date: _____

Contractor's Application for Payment No.

10

Application Period: 5/31/2017		Application Date: 7/31/2017	
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
COR 5	\$20,635.00	
TOTALS	\$71,572.00	\$105,167.00
NET CHANGE BY CHANGE ORDERS	-\$33,595.00	

1. ORIGINAL CONTRACT PRICE.....	\$	13,449,000.00	
2. Net change by Change Orders.....	\$	-33,595.00	
3. Current Contract Price (Line 1 ± 2).....	\$	13,415,405.00	
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	5,555,660.77	\$5,443,356.77
5. RETAINAGE:			
a. 5% X 3,929,742.86 Work Completed.....	\$	196,487.14	
b. 5% X 1,625,917.90 Stored Material.....	\$	81,295.90	\$75,680.70
c. Total Retainage (Line 5.a + Line 5.b).....	\$	277,783.04	\$272,167.84
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	5,277,877.73	\$5,171,188.93
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	4,427,996.17	
8. AMOUNT DUE THIS APPLICATION.....	\$	849,881.56	\$743,192.76
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	8,137,527.27	\$8,244,216.07

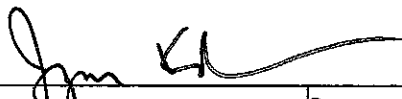
Contractor's Certification

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;

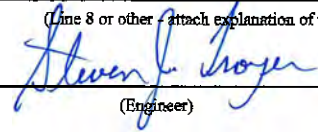
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner 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 Klinesner, Controller Date: 6/30/2017

Payment of: \$ 743,192.76
(Line 8 or other - attach explanation of the other amount)

is recommended by:  8-17-17
(Engineer) (Date)

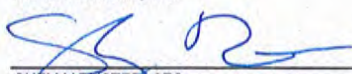
Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)


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

ITEM #	ITEM NAME	QTY	UNIT	UNIT PRICE	EXTENSION	PREVIOUS QTY	CURRENT QTY	CURRENT AMOUNT	%	JTD QTY	JTD AMOUNT	JTD %
1	Subdrain	4,120	LF	10.00	\$ 41,200.00	4,120.00		\$ -	0%	4,120.00	\$ 41,200.00	100%
2	12" Storm Sewer	232	LF	25.00	\$ 5,800.00	232		\$ -	0%	232	\$ 5,800.00	100%
3	15" Storm Sewer	269	LF	30.00	\$ 8,070.00	269		\$ -	0%	269	\$ 8,070.00	100%
4	18" Storm Sewer	165	LF	40.00	\$ 6,600.00	165		\$ -	0%	165	\$ 6,600.00	100%
5	15" Storm Outlet Headwall	5	EA	2,500.00	\$ 12,500.00	5		\$ -	0%	5	\$ 12,500.00	100%
6	18" Storm Outlet Headwall	6	EA	3,000.00	\$ 18,000.00	6		\$ -	0%	6	\$ 18,000.00	100%
7	Storm Curb Intake Structure	5	EA	3,000.00	\$ 15,000.00	5		\$ -	0%	5	\$ 15,000.00	100%
8	Storm Beehive Intake Structure	1	EA	2,500.00	\$ 2,500.00	1		\$ -	0%	1	\$ 2,500.00	100%
9	Storm Nyloplast Intake	5	EA	3,500.00	\$ 17,500.00	5		\$ -	0%	5	\$ 17,500.00	100%
10	Light Poles (Parking)	13	EA	11,000.00	\$ 143,000.00	13		\$ -	0%	13	\$ 143,000.00	100%
11	Light Poles (Pedestrian - Trail)	8	EA	10,000.00	\$ 80,000.00	8		\$ -	0%	8	\$ 80,000.00	100%
12	3/8" Stone Chips (ASTM No. 57)	417	Ton	59.09	\$ 24,640.53	417		\$ -	0%	417	\$ 24,640.53	100%
13	1" Clean Rock (ASTM No. 2)	1,514	Ton	20.00	\$ 30,280.00	1514		\$ -	0%	1514	\$ 30,280.00	100%
14	1 1/2" - 3" Clean Rock (ASTM No. 2)	2,496	Ton	25.00	\$ 62,400.00	2496		\$ -	0%	2496	\$ 62,400.00	100%
15	IDOT 4130.05 Erosion Stone	275	Ton	30.00	\$ 8,250.00	275		\$ -	0%	275	\$ 8,250.00	100%
16	Bioswale Modified Soil/Grading	2,000	CY	15.00	\$ 30,000.00	2000		\$ -	0%	2000	\$ 30,000.00	100%
17	Erosion Control Blanket	136,272	SF	0.12	\$ 16,352.64	136272		\$ -	0%	136272	\$ 16,352.64	100%
18	Geotextile Fabric	10,500	SF	2.00	\$ 21,000.00	10500		\$ -	0%	10500	\$ 21,000.00	100%
19	PCC Drive Pavement & Subbase	2,939	SY	39.35	\$ 115,649.65	2939		\$ -	0%	2939	\$ 115,649.65	100%
20	PCC Sidewalk & Trail Pavement	5,506	SY	35.00	\$ 192,710.00	5506		\$ -	0%	5506	\$ 192,710.00	100%
21	Permeable Pavers	50,670	SF	3.82	\$ 193,559.40	50670		\$ -	0%	50670	\$ 193,559.40	100%
22	PCC Curb & Gutter Paver Edge	3,000	LF	20.00	\$ 60,000.00	3000		\$ -	0%	3000	\$ 60,000.00	100%
23	Traffic & Parking Signs	7	EA	200.00	\$ 1,400.00	7		\$ -	0%	7	\$ 1,400.00	100%
24	Pavement Striping	4,300	LF	1.09	\$ 4,687.00	4300		\$ -	0%	4300	\$ 4,687.00	100%
25	Mobilization	1	LS	71,239.78	\$ 71,239.78	1		\$ -	0%	1	\$ 71,239.78	100%
26	Erosion Control & Silt Fence	1	LS	30,000.00	\$ 30,000.00	1		\$ -	0%	1	\$ 30,000.00	100%
27	Temporary Traffic Control	1	LS	2,400.00	\$ 2,400.00	1		\$ -	0%	1	\$ 2,400.00	100%
28	Topsoil Striping & Respreading	8,825	CY	8.00	\$ 70,600.00	8825		\$ -	0%	8825	\$ 70,600.00	100%
29	Grading and Excavation	6,000	CY	8.60	\$ 51,600.00	6000		\$ -	0%	6000	\$ 51,600.00	100%
30	Haul In - Fill Material	2,500	CY	20.00	\$ 50,000.00	2500		\$ -	0%	2500	\$ 50,000.00	100%
31	Plantings - Plugs	59,932	EA	3.00	\$ 179,796.00	59932		\$ -	0%	59932	\$ 179,796.00	100%
32	Hydroseed	10	AC	2,800.00	\$ 28,000.00	10		\$ -	0%	10	\$ 28,000.00	100%
33	Overstory Trees	28	EA	250.00	\$ 7,000.00	28		\$ -	0%	28	\$ 7,000.00	100%
34	Ornamental Trees	26	EA	350.00	\$ 9,100.00	26		\$ -	0%	26	\$ 9,100.00	100%
35	Shrubs	240	EA	125.00	\$ 30,000.00	240		\$ -	0%	240	\$ 30,000.00	100%
36	Mulch	141	CY	65.00	\$ 9,165.00	141		\$ -	0%	141	\$ 9,165.00	100%
CO 01	Core-out Unsuitable Subgrade	1.0	LS	905.10	\$ 905.10	1		\$ -	0%	1	\$ 905.10	100%
CO 02	Pond Friendly Herbicide/Plant Substitutions	1.0	LS	242.08	\$ 242.08	1		\$ -	0%	1	\$ 242.08	100%
CO 03	Ponding Issue	1	LS	2,738.40	\$ 2,738.40	1		\$ -	0%	1	\$ 2,738.40	100%
CO 04	Delete Matting	-24,000.0	SF	0.12	\$ (2,880.00)	-24000		\$ -	0%	-24000	\$ (2,880.00)	100%
TOTAL CONTRACT: \$ 1,651,005.58												
								VALUE OF COMPLETED WORK:	0%		\$ 1,651,005.58	100.0%
								LESS RETAINAGE (5%):			\$ -	
								NET AMOUNT DUE:			\$ 1,651,005.58	
								LESS PREVIOUS PAYMENTS:			\$ 1,568,455.30	
								AMOUNT DUE THIS REQUEST:			\$ 82,550.28	

SIGNATURES:

CONTRACTOR
 METRO PAVERS, INC.


 SHELLY DUSTER, CFO
 DATE: 7/25/17

ENGINEER:
 SHIVE-HATTERY, INC.


 RYAN BOWERS, PE
 DATE: 7/26/17

OWNER:
 CITY OF NORTH LIBERTY

 DATE: _____

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous	Current			Completed		
						Quantity	Quantity	Amount	%	Quantity	Amount	%
0010	CLEARING AND GRUBBING	69.100	UN	\$ 20.00	\$ 1,382.00	69.100	-	\$ -	0.00%	69.100	\$ 1,382.00	100.00%
0020	EXCAVATION, CLASS 10 ROADWAY & BORROW	4,545.000	CY	\$ 8.30	\$ 37,723.50	4,569.000	(24.00)	\$ (199.20)	-0.53%	4,545.000	\$ 37,723.50	100.00%
0030	TOPSOIL, STRIP, SALVAGE & SPREAD	2,690.000	CY	\$ 4.00	\$ 10,760.00	2,690.000	-	\$ -	0.00%	2,690.000	\$ 10,760.00	100.00%
0040	SPECIAL COMPACTION OF SUBGRADE	20.450	STA	\$ 575.00	\$ 11,758.75	20.860	-	\$ -	0.00%	20.860	\$ 11,994.50	102.00%
0050	MODIFIED SUBBASE	2,133.000	CY	\$ 33.65	\$ 71,775.45	2,196.200	-	\$ -	0.00%	2,196.200	\$ 73,902.13	102.96%
0060	SHOULDER FINISHING, EARTH	32.120	STA	\$ 300.00	\$ 9,636.00	32.120	-	\$ -	0.00%	32.120	\$ 9,636.00	100.00%
0070	MACADAM STONE BASE	195.000	TN	\$ 25.00	\$ 4,875.00	112.660	-	\$ -	0.00%	112.660	\$ 2,816.50	57.77%
0080	STD OR SLIP FORM PCC PAVEMENT, CL C, CL3 DURABILITY, 10"	11,671.000	SY	\$ 49.50	\$ 577,714.50	11,906.300	-	\$ -	0.00%	11,906.300	\$ 589,361.85	102.02%
0090	PAY ADJ INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	10,504.000	EA	\$ 1.00	\$ 10,504.00	17,680.860	-	\$ -	0.00%	17,680.860	\$ 17,680.86	168.33%
0100	TEMPORARY PAVEMENT - PCC 7"	300.000	SY	\$ 76.00	\$ 22,800.00	197.550	-	\$ -	0.00%	197.550	\$ 15,013.80	65.85%
0110	PAY ADJ INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS	6,825.000	EA	\$ 1.00	\$ 6,825.00	2,400.000	-	\$ -	0.00%	2,400.000	\$ 2,400.00	35.16%
0120	APRONS, CONCRETE, 18" DIA	1.000	EA	\$ 850.00	\$ 850.00	1.000	-	\$ -	0.00%	1.000	\$ 850.00	100.00%
0130	APRONS, CONCRETE, 24" DIA	1.000	EA	\$ 1,150.00	\$ 1,150.00	1.000	-	\$ -	0.00%	1.000	\$ 1,150.00	100.00%
0140	APRONS, CONCRETE, 36" DIA	1.000	EA	\$ 1,450.00	\$ 1,450.00	1.000	-	\$ -	0.00%	1.000	\$ 1,450.00	100.00%
0150	REMOVE/REINSTALL CONC PIPE APRONS >OR = TO 36"	1.000	EA	\$ 800.00	\$ 800.00	1.000	-	\$ -	0.00%	1.000	\$ 800.00	100.00%
0160	MANHOLE, STORM SEWER, SW-401, 48"	1.000	EA	\$ 2,650.00	\$ 2,650.00	1.000	-	\$ -	0.00%	1.000	\$ 2,650.00	100.00%
0170	MANHOLE, STORM SEWER, SW-401, 60"	1.000	EA	\$ 4,100.00	\$ 4,100.00	1.000	-	\$ -	0.00%	1.000	\$ 4,100.00	100.00%
0180	MANHOLE, STORM SEWER, SW-401, 72"	2.000	EA	\$ 5,600.00	\$ 11,200.00	2.000	-	\$ -	0.00%	2.000	\$ 11,200.00	100.00%
0190	INTAKE, SW-510	9.000	EA	\$ 4,500.00	\$ 40,500.00	9.000	-	\$ -	0.00%	9.000	\$ 40,500.00	100.00%
0200	MANHOLE ADJUSTMENT, MAJOR	3.000	EA	\$ 3,300.00	\$ 9,900.00	3.000	-	\$ -	0.00%	3.000	\$ 9,900.00	100.00%
0210	SUBDRAIN, LONGITUDINAL (SHOULDER), 6" DIA	810.000	LF	\$ 8.50	\$ 6,885.00	810.000	-	\$ -	0.00%	810.000	\$ 6,885.00	100.00%
0220	SUBDRAIN RISER 6" PER PLAN	1.000	EA	\$ 400.00	\$ 400.00	1.000	-	\$ -	0.00%	1.000	\$ 400.00	100.00%
0230	SUBDRAIN OUTLET, DR-303	8.000	EA	\$ 250.00	\$ 2,000.00	8.000	-	\$ -	0.00%	8.000	\$ 2,000.00	100.00%
0240	STORM SEWER, TRENCHED RCP 2000D (CL III), 15"	650.000	LF	\$ 60.00	\$ 39,000.00	650.000	-	\$ -	0.00%	650.000	\$ 39,000.00	100.00%
0250	STORM SEWER, TRENCHED RCP 2000D (CL III), 18"	481.000	LF	\$ 62.00	\$ 29,822.00	481.000	-	\$ -	0.00%	481.000	\$ 29,822.00	100.00%
0260	STORM SEWER, TRENCHED RCP 2000D (CL III), 24"	370.000	LF	\$ 77.00	\$ 28,490.00	370.000	-	\$ -	0.00%	370.000	\$ 28,490.00	100.00%
0270	STORM SEWER, TRENCHED RCP 2000D (CL III), 30"	601.000	LF	\$ 100.00	\$ 60,100.00	601.000	-	\$ -	0.00%	601.000	\$ 60,100.00	100.00%
0280	STORM SEWER, TRENCHED RCP 2000D (CL III), 36"	842.000	LF	\$ 120.00	\$ 101,040.00	842.000	-	\$ -	0.00%	842.000	\$ 101,040.00	100.00%
0290	STORM SEWER, TRENCHED RCP 2000D (CL III), 48"	102.000	LF	\$ 200.00	\$ 20,400.00	102.000	-	\$ -	0.00%	102.000	\$ 20,400.00	100.00%
0300	REMOVE STORM SEWER PIPE >OR = TO 36"	2,156.000	LF	\$ 15.00	\$ 32,340.00	2,160.000	-	\$ -	0.00%	2,160.000	\$ 32,400.00	100.19%
0310	REMOVE STORM SEWER PIPE GREATER THAN 36"	50.000	LF	\$ 24.00	\$ 1,200.00	50.000	-	\$ -	0.00%	50.000	\$ 1,200.00	100.00%
0320	STORM SEWER ABANDONMENT-FILL&PLUG >OR= TO 36"	82.000	LF	\$ 24.00	\$ 1,968.00	60.000	-	\$ -	0.00%	60.000	\$ 1,440.00	73.17%
0330	REVTMENT, CLASS E	360.000	TN	\$ 45.00	\$ 16,200.00	191.940	-	\$ -	0.00%	191.940	\$ 8,637.30	53.32%
0340	REMOVAL OF PAVEMENT	7,379.000	SY	\$ 8.50	\$ 62,721.50	7,614.300	-	\$ -	0.00%	7,614.300	\$ 64,721.55	103.19%
0350	REMOVAL OF INTAKES & UTILITY ACCESSES	17.000	EA	\$ 700.00	\$ 11,900.00	17.000	-	\$ -	0.00%	17.000	\$ 11,900.00	100.00%
0360	SPECIAL COMPACTION OF SUBGRADE FOR REC TRAIL	10.530	STA	\$ 235.00	\$ 2,474.55	10.530	-	\$ -	0.00%	10.530	\$ 2,474.55	100.00%
0370	SIDEWALK, PCC 6"	944.000	SY	\$ 46.00	\$ 43,424.00	944.000	-	\$ -	0.00%	944.000	\$ 43,424.00	100.00%
0380	DETECTABLE WARNINGS	81.000	SF	\$ 68.00	\$ 5,508.00	81.000	-	\$ -	0.00%	81.000	\$ 5,508.00	100.00%
0390	DRIVEWAY, PCC, 7"	91.000	SY	\$ 56.00	\$ 5,096.00	91.000	-	\$ -	0.00%	91.000	\$ 5,096.00	100.00%
0400	DRIVEWAY, PCC, 8"	288.000	SY	\$ 57.00	\$ 16,416.00	288.000	-	\$ -	0.00%	288.000	\$ 16,416.00	100.00%
0410	REMOVAL OF TYPE A SIGN ASSEMBLY	9.000	EA	\$ 50.00	\$ 450.00	10.000	-	\$ -	0.00%	10.000	\$ 500.00	111.11%
0420	PERFORATED SQUARE STEEL TUBE POSTS	56.000	LF	\$ 11.45	\$ 641.20	56.000	-	\$ -	0.00%	56.000	\$ 641.20	100.00%
0430	PERFORATED SQ STEEL TUBE POST ANCHOR BREAKAWAY INSTALL	4.000	EA	\$ 115.00	\$ 460.00	4.000	-	\$ -	0.00%	4.000	\$ 460.00	100.00%
0440	TYPE A SIGNS, SHEET ALUMINUM	33.000	SF	\$ 18.00	\$ 594.00	34.330	-	\$ -	0.00%	34.330	\$ 617.94	104.03%
0450	PAINTED PAVEMENT MARKINGS, EPOXY	137.370	STA	\$ 82.50	\$ 11,333.03	137.370	-	\$ -	0.00%	137.370	\$ 11,333.03	100.00%
0460	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	186.150	STA	\$ 115.00	\$ 21,407.25	182.080	-	\$ -	0.00%	182.080	\$ 20,939.20	97.81%
0470	PAINTED SYMBOLS & LEGENEDS, EPOXY	6.000	EA	\$ 200.00	\$ 1,200.00	6.000	-	\$ -	0.00%	6.000	\$ 1,200.00	100.00%
0480	PAVEMENT MARKINGS REMOVED	119.610	STA	\$ 36.25	\$ 4,335.86	119.610	-	\$ -	0.00%	119.610	\$ 4,335.86	100.00%
0490	SYMBOLS AND LEGENDS REMOVED	5.000	EA	\$ 100.00	\$ 500.00	5.000	-	\$ -	0.00%	5.000	\$ 500.00	100.00%
0500	TEMPORARY BARRIER RAIL- CONCRETE	115.000	LF	\$ 19.10	\$ 2,196.50	115.000	-	\$ -	0.00%	115.000	\$ 2,196.50	100.00%
0510	TRAFFIC CONTROL	1.000	LS	\$ 8,600.00	\$ 8,600.00	0.950	0.05	\$ 430.00	5.00%	1.000	\$ 8,600.00	100.00%
0520	FLAGGERS	14.000	EA	\$ 450.00	\$ 6,300.00	16.000	-	\$ -	0.00%	16.000	\$ 7,200.00	114.29%
0530	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	28.000	CDAY	\$ 85.00	\$ 2,380.00	10.000	-	\$ -	0.00%	10.000	\$ 850.00	35.71%

TO: CITY OF NORTH LIBERTY
FROM: STREB CONSTRUCTION CO., INC.


JOHNSON COUNTY - PENN STREET
STP-U-5557(620)--70-52
NORTH LIBERTY, IOWA

PAY APP# 6
DATE 8/15/2017
PAGE 2 OF 2

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous	Current			Completed		
						Quantity	Quantity	Amount	%	Quantity	Amount	%
0540	MOBILIZATION	1.000	LS	\$ 110,000.00	\$ 110,000.00	1.000	-	\$ -	0.00%	1.000	\$ 110,000.00	100.00%
0550	VALVE BOX EXTENSION	7.000	EA	\$ 150.00	\$ 1,050.00	7.000	-	\$ -	0.00%	7.000	\$ 1,050.00	100.00%
0560	FIRE HYDRANT ADJUSTMENT	4.000	EA	\$ 1,300.00	\$ 5,200.00	4.000	-	\$ -	0.00%	4.000	\$ 5,200.00	100.00%
0570	BIODEGRADABLE EROSION CONTROL BLANKET	750.000	SQ	\$ 15.50	\$ 11,625.00	-	765.00	\$ 11,857.50	102.00%	765.000	\$ 11,857.50	102.00%
0580	MULCH, BONDED FIBER MATRIX	2.700	AC	\$ 2,800.00	\$ 7,560.00	-	2.70	\$ 7,560.00	100.00%	2.700	\$ 7,560.00	100.00%
0590	SEEDING AND FERTILIZING (URBAN)	2.700	AC	\$ 1,000.00	\$ 2,700.00	-	2.70	\$ 2,700.00	100.00%	2.700	\$ 2,700.00	100.00%
0600	STABILIZING CROP-SEEDING, FERTILIZING & MULCHING, URBAN	2.700	AC	\$ 500.00	\$ 1,350.00	2.700	-	\$ -	0.00%	2.700	\$ 1,350.00	100.00%
0610	SILT FENCE	3,160.000	LF	\$ 1.50	\$ 4,740.00	3,103.000	-	\$ -	0.00%	3,103.000	\$ 4,654.50	98.20%
0620	REMOVAL OF SILT FENCE / DITCH CHECKS	3,160.000	LF	\$ 0.05	\$ 158.00	-	3,103.00	\$ 155.15	98.20%	3,103.000	\$ 155.15	98.20%
0630	MAINTENANCE OF SILT FENCE / DITCH CHECKS	790.000	LF	\$ 0.10	\$ 79.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0640	TEMPORARY SEDIMENT CONTROL BASIN	1.000	EA	\$ 1,200.00	\$ 1,200.00	0.750	-	\$ -	0.00%	0.750	\$ 900.00	75.00%
0650	REMOVAL OF TEMPORARY SEDIMENT CONTROL BASIN	1.000	EA	\$ 1,001.41	\$ 1,001.41	1.000	-	\$ -	0.00%	1.000	\$ 1,001.41	100.00%
0660	MAINTENANCE OF TEMP SEDIMENT CONTROL BASIN	10.000	EA	\$ 200.00	\$ 2,000.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0670	PERIMETER & SLOP SEDIMENT CONTROL DEVICE 9" DIA	3,490.000	LF	\$ 2.00	\$ 6,980.00	3,897.000	-	\$ -	0.00%	3,897.000	\$ 7,794.00	111.66%
0680	REMOVE OF PERIMETER & SLOP CONTROL DEVICE	3,490.000	LF	\$ 0.35	\$ 1,221.50	-	3,897.00	\$ 1,363.95	111.66%	3,897.000	\$ 1,363.95	111.66%
0690	MOBILIZATIONS - EROSION CONTROL	6.000	EA	\$ 500.00	\$ 3,000.00	5.000	1.00	\$ 500.00	16.67%	6.000	\$ 3,000.00	100.00%
0700	MOBILIZATIONS - EMERGENCY EROSION CONTROL	2.000	EA	\$ 1,000.00	\$ 2,000.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0701	INTAKE, SW-510 MODIFIED	5.000	EA	\$ 5,000.00	\$ 25,000.00	5.000	-	\$ -	0.00%	5.000	\$ 25,000.00	100.00%
Original Contract Cost					\$ 1,573,002.00							
Value of Work Completed						\$ 1,545,218.38	\$ 24,367.40	1.55%	\$ 1,569,585.78	99.78%		
Materials Stored on Site					\$ 1.00	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!		
Value of Work Completed and Materials Stored						\$ 1,545,218.38	\$ 24,367.40		\$ 1,569,585.78			
Approved Change Orders												
CO 1	ADD STANDARD SPEC 1113 TO CONTRACT DOCUMENTS	1.000	LS	\$ -	\$ -	-	-	\$ -	#DIV/0!	-	\$ -	#DIV/0!
CO 2. 8001	FIELD TILE REPAIR	1.000	LS	\$ 272.50	\$ 272.50	1.000	-	\$ -	0.00%	1.000	\$ 272.50	100.00%
CO 2. 8002	48" RCP CONCRETE COLLAR	1.000	LS	\$ 531.25	\$ 531.25	1.000	-	\$ -	0.00%	1.000	\$ 531.25	100.00%
CO 3. 0040	SPECIAL COMPACTION OF SUBGRADE	0.410	STA	\$ 575.00	\$ 235.75	-	-	\$ -	0.00%	-	\$ -	100.00%
CO 3. 0050	MODIFIED SUBBASE	63.200	CY	\$ 33.65	\$ 2,126.68	-	-	\$ -	0.00%	-	\$ -	100.00%
CO 3. 0080	STD OR SLIP FORM PCC PAVEMENT, CL C, CL3 DURABILITY, 10"	235.300	SY	\$ 49.50	\$ 11,647.35	-	-	\$ -	0.00%	-	\$ -	100.00%
CO 3. 0340	REMOVAL OF PAVEMENT	235.300	SY	\$ 8.50	\$ 2,000.05	-	-	\$ -	0.00%	-	\$ -	100.00%
CO 3. 8003	FULL DEPTH SAW CUT	125.000	LF	\$ 6.50	\$ 812.50	125.000	-	\$ -	0.00%	125.000	\$ 812.50	100.00%
CO 3. 8004	DROP CURB FINISHING	100.000	LF	\$ 10.00	\$ 1,000.00	100.000	-	\$ -	0.00%	100.000	\$ 1,000.00	100.00%
CO 3. 8005	EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIALS	24.000	CY	\$ 16.60	\$ 398.40	-	24.00	\$ 398.40	100.00%	24.000	\$ 398.40	100.00%
CO 4. 8006	INCENTIVE FOR CLOSURE DAYS	3.000	EA	\$ 1,000.00	\$ 3,000.00	-	3.00	\$ 3,000.00	100.00%	3.000	\$ 3,000.00	100.00%
Total Change Orders					\$ 22,024.48	\$ 2,616.25	\$ 3,398.40	15.43%	\$ 6,014.65	27.31%		
Original Contract Cost & Change Orders					\$ 1,595,026.48							
Value of Work Completed, Materials Stored & Change Orders						\$ 1,547,834.63	\$ 27,765.80	1.74%	\$ 1,575,600.43	98.78%		
Less Retainage 3.00%						\$ 30,000.00	\$ -		\$ 30,000.00			
Net Amount Due Including This Statement						\$ 1,517,834.63	\$ 27,765.80		\$ 1,545,600.43			
Less Previous Payments						\$ 1,517,834.63			\$ 1,517,834.63			
Balance Due This Request						\$ (0.00)			\$ 27,765.80			

CONTRACTOR:

STREB CONSTRUCTION CO., INC.


Steven M. Streb

Title: Vice President

Date: 8-16-17

ENGINEER:

SHIVE-HATTERY, INC.


Josiah Bilskemper

Title: Project Engineer

Date: 8/16/17

OWNER:

CITY OF NORTH LIBERTY


Ryan Heiar

Title: City Administrator

Date:

CHANGE ORDER
For Local Public Agency Projects

No.: 3

Non-Substantial:

Jun 12, 2017

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 34094

Project Number: STP-U-5557(620)--70-52

Kind of Work: PCC Pavement- Grade/Rep

Local Public Agency: North Liberty

Contractor: Streb Construction Co., Inc.

Date Prepared: June 27, 2017

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0040 - Increase item for "Special Compaction of Subgrade." Add quantity to account for added panels per ITC-01.

0050 - Increase item for "Modified Subbase." Add quantity (39.2 CY) to account for added panels per ITC-01 and backfill of over-excavated unsuitable materials (24.0 CY).

0080 - Increase item for "STD/S-F PCC Pavement, Cl C, Cl 3 Durability, 10 In." Add quantity to account for added panels (ITC-01).

0340 - Increase item for "Removal of Pavement." Add quantity to account for added panels (ITC-01).

8003 - Add an item for "Full Depth Sawcut." Perform work per Standard Specification 2510.03,A.,1.,c. Method of Measurement: Length (Linear Feet). Basis of Payment: Contract unit price per linear foot. This payment is full compensation for all materials, labor and equipment needed to perform the full depth sawcutting.

8004 - Add an item for "Drop Curb Finishing." Perform work per Standard Specification 2301.03,I. Method of Measurement: Length (Linear Feet). Basis of Payment: Contract unit price per linear foot. This payment is full compensation for all materials, labor and equipment needed to perform the drop curb finishing.

8005 - Add an item for "Excavation, Class 10, Unsuitable or Unstable Materials".

B - Reason for change:

0040, 0050, 0080 and 0340 - City requested removal and replacement of additional pavement panels in Stage 2 work area. Upon recent review, the panels had more cracking than they did when the project was under design.

0050 and 8005 - Subgrade proof-roll showed unsuitable soil near the top 6-inches of the subgrade from STA 101+35 to STA 102+00 on the south side of Penn St (65' x 20' x 0.5' = 24 CY). The unsuitable material was removed and backfilled with modified subbase.

8003 - The additional panels in Stage 2 work area (ITC-01) are directly adjacent to new paving placed during Stage 1. A second sawcut is used adjacent to newly paved panels to protect them during the pavement removal process.

8004 - Two sections of lower height curb are being added to the north curb line to replace two existing sections of lower height curb to accommodate future equipment access into the farm fields north of Penn Street (ITC-01). Additional work required to set forms and modify and reshape these curb sections behind the paving machine.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0040, 0050, 0080 and 0340 - Contract Unit Price

8003 - Agreed Unit Price

8004 - Agreed Unit Price

8005 - Agreed Unit Price

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

8003 - An agreed upon unit price for the work was established.

8004 - An agreed upon unit price for the work was established.

8005 - Per Standard Specification 2012.05,A.,1.,c.

E - Contract time adjustment: No Working Days added Working Days added: 0.5 Unknown at this time

Justification for selection:

Time to account for additional paving removal while that type of work is the controlling item of work in the schedule.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
X		0040	2109-8225100: Special Compaction of Subgrade	\$575.00	0.410	\$235.75
X		0050	2115-0100000: Modified Subbase	\$33.65	63.200	\$2,126.68
X		0080	2301-1033100: STD/S-F PCC, CL C, CL 3, 10 In.	\$49.50	235.300	\$11,647.35
X		0340	2510-6745850: Removal of Pavement	\$8.50	235.300	\$2,000.05
<div style="display: inline-block; border: 1px solid black; padding: 2px 10px; margin-right: 10px;">Add Row</div> <div style="display: inline-block; border: 1px solid black; padding: 2px 10px; margin-right: 10px;">Delete Row</div> TOTAL						\$16,009.83

G - Items not included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		8003	2599-9999009: Full Depth Sawcut	\$6.50	125.000	\$812.50
		8004	2599-9999009: Drop Curb Finishing	\$10.00	100.000	\$1,000.00
X		8005	2102-2710080: Exc. Class 10, Unsuitable or Unstabilized	\$16.60	24.000	\$398.40
<div style="display: inline-block; border: 1px solid black; padding: 2px 10px; margin-right: 10px;">Add Row</div> <div style="display: inline-block; border: 1px solid black; padding: 2px 10px; margin-right: 10px;">Delete Row</div> TOTAL						\$2,210.90

H. Signatures

Agreed: _____ Date _____
 Contractor

Recommended: _____ Date _____
 Project Engineer

Approved: _____ Date _____ Other (optional) _____ Title _____ Date _____
 Person in Responsible Charge

 _____ Date _____ Other (optional) _____ Title _____ Date _____
 Contracting Authority (optional)

 _____ Date _____
 Iowa DOT Administering Office

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence: _____ Date _____
 Federal Highway Division Administration
 (if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____ Initials: _____

Doc Express Document Signing History

Contract: 52-5557-620 Document: Penn 2017 - Change Order #3

This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.

Date	Signed By
08/16/2017	Jenna Huston Streb Construction Co., Inc. Electronic Signature (Approved by Contractor)
08/16/2017	Josiah Bilskemper Shive-Hattery, Inc Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))
	(Approved by Administering Office or designee)
	(Approved by FHWA (when applicable))

CHANGE ORDER
For Local Public Agency Projects

No.: 4

Non-Substantial:

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 34094

Project Number: STP-U-5557(620)--70-52

Kind of Work: PCC Pavement- Grade/Rep+

Local Public Agency: North Liberty

Contractor: Streb Construction Co., Inc.

Date Prepared: August 7, 2017

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

8006 - Add an item for "(Price Adjust) Incentive for Closure Days."

B - Reason for change:

8006 - In accordance with the Plan Notes on Sheet J.06 (Traffic Control - LL Pelling Entrance Drive), an incentive/discincentive was established related to the number of closure days for the LL Pelling entrance drive onto Penn Street.

In order to allow a uniform roadway subgrade preparation and paving operation, as well as expedited sidewalk and entrance drive construction, the Contractor would be allowed to completely close the LL Pelling entrance drive on Penn Street for a total of 21 closure days. The Incentive/Disincentive Daily Rate is \$1,000 per closure day. The maximum incentive payment shall not exceed \$3,000, and there is no maximum amount for the disincentive assessment.

The Contractor completed the work using 16 closure days at the LL Pelling entrance drive, and earned the maximum incentive.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

8006 - Predetermined Rate per Calendar Day (as noted in the contract documents on Sheet J.06).

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

8006 - A predetermined daily rate was established (as noted in the contract documents on Sheet J.06).

E - Contract time adjustment: No Working Days added Working Days added: _____ Unknown at this time

Justification for selection:

Working Days were not affected.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
<input type="button" value="Add Row"/>				<input type="button" value="Delete Row"/>		TOTAL

G - Items not included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		8006	6200-7000021: (PRICE ADJUST) Incentive for Clos	\$1,000.00	3.000	\$3,000.00
<input type="button" value="Add Row"/>				<input type="button" value="Delete Row"/>		TOTAL
						\$3,000.00

H. Signatures

Agreed: _____ Date _____
 Contractor

Recommended: _____ Date _____
 Project Engineer

Approved: _____ Date _____ Other (optional) _____ Title _____ Date _____
 Person in Responsible Charge

 _____ Date _____ Other (optional) _____ Title _____ Date _____
 Contracting Authority (optional)

 _____ Date _____
 Iowa DOT Administering Office

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence: _____ Date _____
 Federal Highway Division Administration
 (if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____ Initials: _____

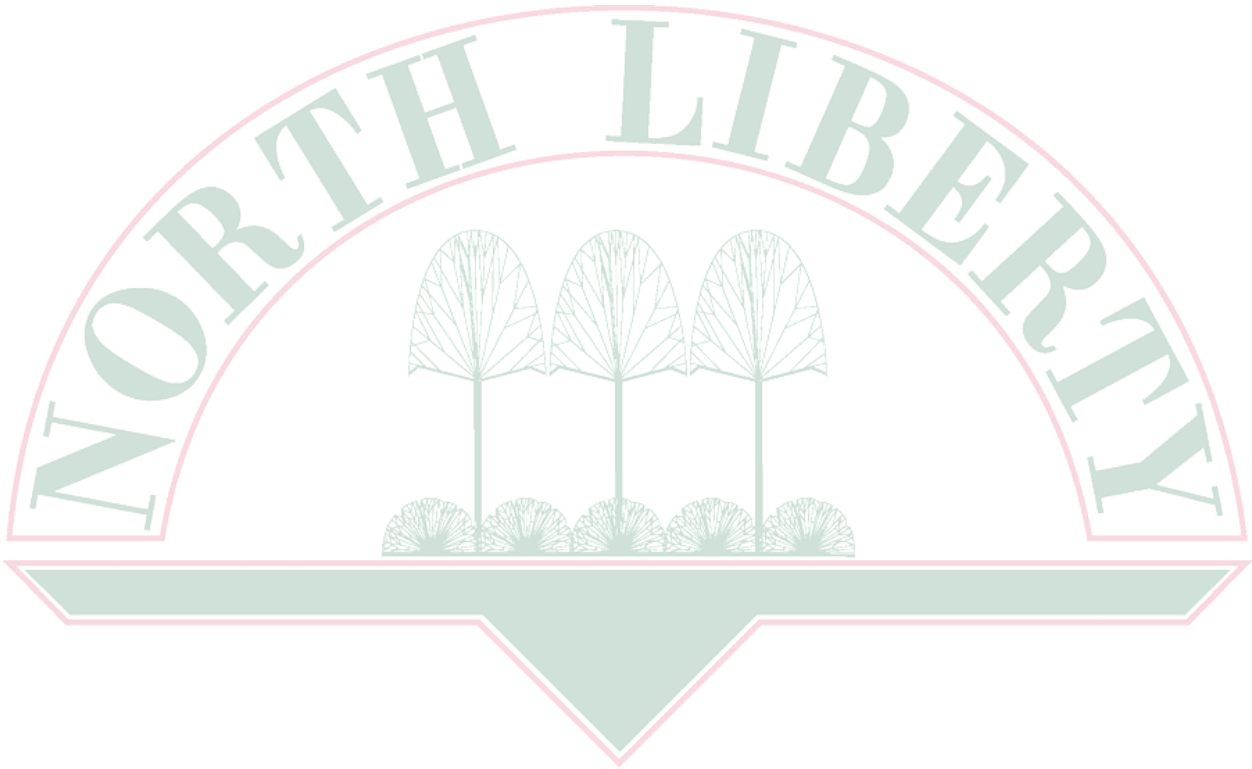
Doc Express Document Signing History

Contract: 52-5557-620 Document: Penn 2017 - Change Order #4

This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.

Date	Signed By
08/16/2017	Jenna Huston Streb Construction Co., Inc. Electronic Signature (Approved by Contractor)
08/16/2017	Josiah Bilskemper Shive-Hattery, Inc Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))
	(Approved by Administering Office or designee)
	(Approved by FHWA (when applicable))

Street Finance Report - FY 17





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Office of Local Systems
Ames, IA 50010

City Street Financial Report

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City Name
NORTH LIBERTY
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Cover Sheet

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

On 08/22/2017 did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2016 to June 30, 2017
(Year) (Year)

Contact Information

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

Preparer Information

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

Mayor Information

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

Resolution Number _____

Signature Mayor

Signature City Clerk



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City Street Financial Report

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City Name
NORTH LIBERTY
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Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
Road use Other Steeet Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

A. BEGINNING BALANCE				
1. July 1 Balance	\$1,111,826	\$0	\$0	\$1,111,826
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$1,111,826	\$0	\$0	\$1,111,826
B. REVENUES				
1. Road Use Tax	\$1,945,559			\$1,945,559
2. Property Taxes		\$0	\$0	\$0
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$0	\$0	\$0
5. Proceeds from Bonds, Notes, and Loans		\$0	\$10,792,000	\$10,792,000
6. Interest Earned		\$0	\$0	\$0
7. Total Revenues (Lines B1 thru B6)	\$1,945,559	\$0	\$10,792,000	\$12,737,559
C. Total Funds Available (Line A3 + Line B7)	\$3,057,385	\$0	\$10,792,000	\$13,849,385

Column 1 Column 2 Column 3 Column 4
Road use Other Steeet Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$909,334	\$0	\$0	\$909,334
2. Snow and Ice Removal	\$68,075	\$0	\$0	\$68,075
E. Construction, Reconstruction and Improvements				
1. Engineering	\$0	\$0	\$0	\$0
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$277,480	\$0	\$4,466,198	\$4,743,678
4. Traffic Services	\$0	\$0	\$0	\$0
F. Administration				
	\$0	\$0	\$0	\$0
G. Equipment				
	\$190,406	\$0	\$0	\$190,406
H. Miscellaneous				
		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$160,000	\$0	\$5,911,190	\$6,071,190
2. Bonds, Notes and Loans - Interest Paid	\$35,395	\$0	\$414,112	\$449,507
TOTALS				
K. Total Expenses (Lines D thru J)	\$1,640,690	\$0	\$10,791,500	\$12,432,190
L. Ending Balance (Line C-K)	\$1,416,695	\$0	\$500	\$1,417,195
M. Total Funds Accounted For (K + L = C)	\$3,057,385	\$0	\$10,792,000	\$13,849,385



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City Street Financial Report

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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line B4 Totals		

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



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City Name
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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Street Improvements	106	06/30/2008	\$1,940,000	67	2017	\$495,000	\$495,000	\$9,531	\$331,650	\$6,386	\$0
<input type="checkbox"/>	General Obligation	Street Improvements	107	05/27/2009	\$2,425,000	91	2017	\$1,505,000	\$1,505,000	\$28,283	\$1,369,550	\$25,738	\$0
<input type="checkbox"/>	General Obligation	Street Improvements	108	09/28/2010	\$6,765,000	61	2017	\$4,140,000	\$4,140,000	\$41,075	\$2,525,400	\$25,056	\$0
<input type="checkbox"/>	General Obligation	Street Improvements	109	09/28/2011	\$5,810,000	83	2026	\$4,340,000	\$380,000	\$103,193	\$315,400	\$85,650	\$3,960,000
<input type="checkbox"/>	General Obligation	Street Improvements	110	09/28/2011	\$790,000	73	2017	\$270,000	\$270,000	\$2,295	\$197,100	\$1,675	\$0
<input type="checkbox"/>	General Obligation	Street Improvements	111	11/05/2013	\$1,425,000	37	2024	\$1,160,000	\$135,000	\$24,378	\$49,950	\$9,020	\$1,025,000
<input type="checkbox"/>	General Obligation	Street Improvements	112	09/28/2010	\$1,730,000	38	2017	\$560,000	\$560,000	\$9,243	\$212,800	\$3,512	\$0
<input type="checkbox"/>	General Obligation	Street Improvements	113	11/05/2013	\$3,540,000	100	2024	\$2,885,000	\$330,000	\$60,638	\$330,000	\$60,638	\$2,555,000
<input type="checkbox"/>	General Obligation	Street Improvements	114	10/30/2014	\$3,090,000	100	2025	\$2,800,000	\$295,000	\$56,000	\$295,000	\$56,000	\$2,505,000
<input type="checkbox"/>	General Obligation	Street Improvements	115	09/22/2015	\$9,965,000	32	2026	\$9,505,000	\$1,285,000	\$190,100	\$411,200	\$60,832	\$8,220,000
<input checked="" type="checkbox"/>	General Obligation	Street Improvements	116	04/27/2017	\$4,435,000	76	2027	\$4,435,000	\$0	\$0	\$0	\$0	\$4,435,000
<input checked="" type="checkbox"/>	General Obligation	Street Improvements	117	05/30/2017	\$7,980,000	93	2029	\$7,980,000	\$0	\$0	\$0	\$0	\$7,980,000
<input type="checkbox"/>	General Obligation	Bridge or Building	602	03/29/2012	\$1,815,000	100	2027	\$1,390,000	\$33,140	\$115,000	\$33,140	\$115,000	\$1,356,860
New Bond Totals					\$12,415,000	\$10,792,000	Totals	\$41,465,000	\$9,428,140	\$639,736	\$6,071,190	\$449,507	\$32,036,860



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Project Final Costs Sheet

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

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

Project Final Costs Sheet (Section A)

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

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost /Unit	6. Rental Cost /Unit	7. Used On Project this FY?	8. Status
524	2000	FL-70 Bucket Truck	\$65,000	\$0	\$0	No	NOCH
527	2003	Ford F-250 Pick Up	\$3,000	\$0	\$0	No	NOCH
510	2000	John Deere 5410 Tractor	\$67,303	\$0	\$0	No	NOCH
506	2001	GMC Dump Truck	\$73,129	\$0	\$0	No	NOCH
501	2005	Ford F150 pickup	\$18,460	\$0	\$0	No	NOCH
513	1998	Tarrant Leaf Vac	\$13,200	\$0	\$0	No	NOCH
509	2006	Case Endloader 621D	\$118,935	\$0	\$0	No	NOCH
514	2001	Air Compressor	\$11,802	\$0	\$0	No	NOCH
539	2005	Speedflo Paint Sprayer	\$6,000	\$0	\$0	No	NOCH
516	1985	Platform Lift	\$9,500	\$0	\$0	No	NOCH
512	2007	Vermeer Chipper	\$25,000	\$0	\$0	No	NOCH
526C	2008	Stanley 656 Breaker	\$12,310	\$0	\$0	No	NOCH
521	2008	18" Concrete Saw	\$5,899	\$0	\$0	No	NOCH
502	2011	Ford Ranger with topper	\$22,432	\$0	\$0	No	NOCH
530	2010	Crafco Crack Sealer	\$47,351	\$0	\$0	No	NOCH
523	2012	John Deere 5115 M Tractor	\$61,661	\$0	\$0	No	NOCH
504	2013	Ford F-550	\$74,750	\$0	\$0	No	NOCH
505	2015	Ford F-550 Dump/Snowplow Truck	\$77,123	\$0	\$0	No	NOCH
508	2011	International Dump/Snow Plow Truck	\$150,539	\$0	\$0	No	NOCH



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City Name
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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
507	2011	International Dump/Snow Plow Truck	\$150,539	\$0		\$0		No	NOCH
511	2012	International Dump/Snow Plow Truck	\$150,538	\$0		\$0		No	NOCH
517	2015	International Elgin Whirlwind	\$226,182	\$0		\$0		No	NOCH
522	2007	Case Road Grader	\$93,850	\$0		\$0		No	NOCH
531	2012	Hurricane 4020 Leaf Vac	\$62,760	\$0		\$0		No	NOCH
523B	2012	Allied 96" Snowblower	\$28,620	\$0		\$0		No	NOCH
523C	2012	Road Groomer	\$16,500	\$0		\$0		No	NOCH
515	2009	Pace America Push Camera & Trailer	\$65,981	\$0		\$0		No	NOCH
529	2001	Dodge 2500 Pickup	\$2,000	\$0		\$0		No	NOCH
503	2006	Ford F-250	\$42,282	\$0		\$0		No	NOCH
514A	2010	Frontier AT-2T Air compressor	\$2,000	\$0		\$0		No	NOCH
518	1991	BMY by Harsco Semi tractor (military)	\$0	\$0		\$0		No	NOCH
519	1992	BMY by Harsco Dump Truck (military)	\$0	\$0		\$0		No	NOCH
520	2008	Chevrolet 1500 4X2	\$25,652	\$0		\$0		No	NOCH
525	2016	International Dump Truck/snow plow truck	\$132,015	\$0		\$0		No	NOCH
526	2013	Case backhoe tractor	\$50,375	\$0		\$0		No	NOCH
528	2016	Freightliner Vector Truck	\$250,000	\$0		\$0		No	NOCH
538	2017	Freightliner Dumptruck with Snow Plow	\$190,000	\$0		\$0		No	NEW



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City Street Financial Report

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Explanation Sheet

Comments



Form 517007 {5-2017}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name
NORTH LIBERTY
City Number
5557

Report Generated

8/14/2017 3:55 PM

Fiscal Year

2017

Sheet

9 of 9

Monthly Payment Sheet

Month	Road Use tax Payments
July	\$124,466.35
August	\$182,898.72
September	\$172,477.46
October	\$132,955.31
November	\$149,197.81
December	\$123,665.12
January	\$204,201.48
February	\$213,629.79
March	\$180,351.40
April	\$128,170.75
May	\$143,889.13
June	\$189,655.59
Totals	\$1,945,558.91

Resolution No. 2017-98

**RESOLUTION APPROVING THE CITY STREET FINANCIAL
REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2017**

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

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

WHEREAS, the actual expenditures of the City of North Liberty, Iowa, for its street construction and maintenance program for the fiscal period ending June 30, 2017, have been set forth in the City Street Financial Report for City; and

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

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

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

APPROVED AND ADOPTED this 22nd day of August, 2017.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

SRF Sponsored Water Quality Project



CERTIFICATE OF SUBSTANTIAL COMPLETION

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

This final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

June 1, 2017

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None As follows

Amendments to Contractor's responsibilities: None As follows

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<p>EXECUTED BY ENGINEER:</p> <p>By: <u><i>[Signature]</i></u> (Authorized signature)</p> <p>Title: <u>Construction Administrator</u></p> <p>Date: <u>7/25/17</u></p>	<p>RECEIVED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>RECEIVED:</p> <p>By: <u><i>[Signature]</i></u> Contractor (Authorized Signature)</p> <p>Title: <u>CFO</u></p> <p>Date: <u>7/25/17</u></p>
--	---	--

Resolution No. 2017-99

**RESOLUTION APPROVING THE FINAL ACCEPTANCE OF THE
SRF SPONSORED WATER QUALITY PROJECT**

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

WHEREAS, the bid for the SRF Sponsored Water Quality Project was awarded to Metro Pavers, Inc.;

WHEREAS, the project has been completed to the City's satisfaction and City staff recommend approval of the final acceptance of the project; and

WHEREAS, the final retainage of the project to Metro Pavers, Inc. has been submitted and approved for payment.

NOW, THEREFORE, BE IT RESOLVED that the final acceptance for the SRF Sponsored Water Quality Project is approved and the payment of the final retainage is authorized.

APPROVED AND ADOPTED this 22nd day of August, 2017.

CITY OF NORTH LIBERTY:

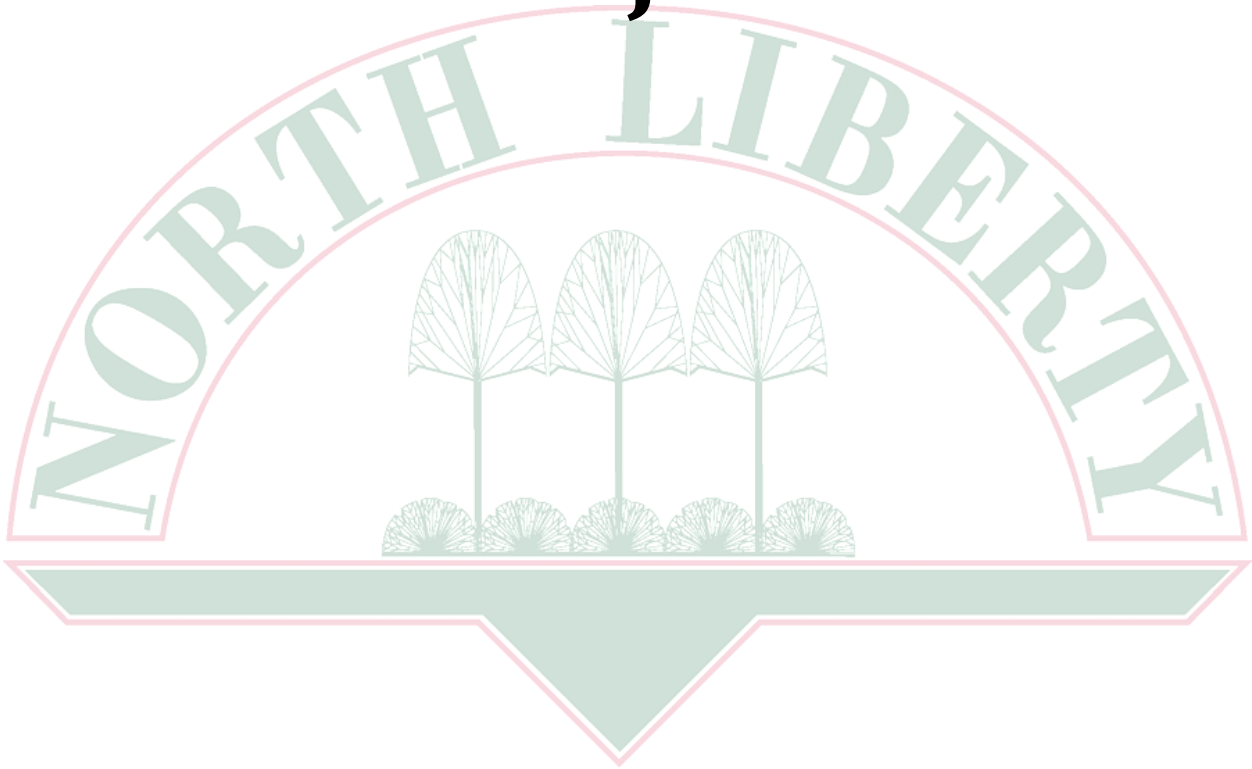
TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Penn Street ICAAP Project



Resolution No. 2017-100

**RESOLUTION APPROVING THE FINAL ACCEPTANCE OF THE
PENN STREET ICAAP PROJECT**

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

WHEREAS, the bid for the Penn Street ICAAP Project was awarded to Metro Pavers, Inc.;

WHEREAS, the project has been completed to the City's satisfaction and City staff recommend approval of the final acceptance of the project; and

WHEREAS, the final retainage of the project to Metro Pavers, Inc. has been submitted and approved for payment.

NOW, THEREFORE, BE IT RESOLVED that the final acceptance for the Penn Street ICAAP Project is approved and the payment of the final retainage is authorized.

APPROVED AND ADOPTED this 22nd day of August, 2017.

CITY OF NORTH LIBERTY:

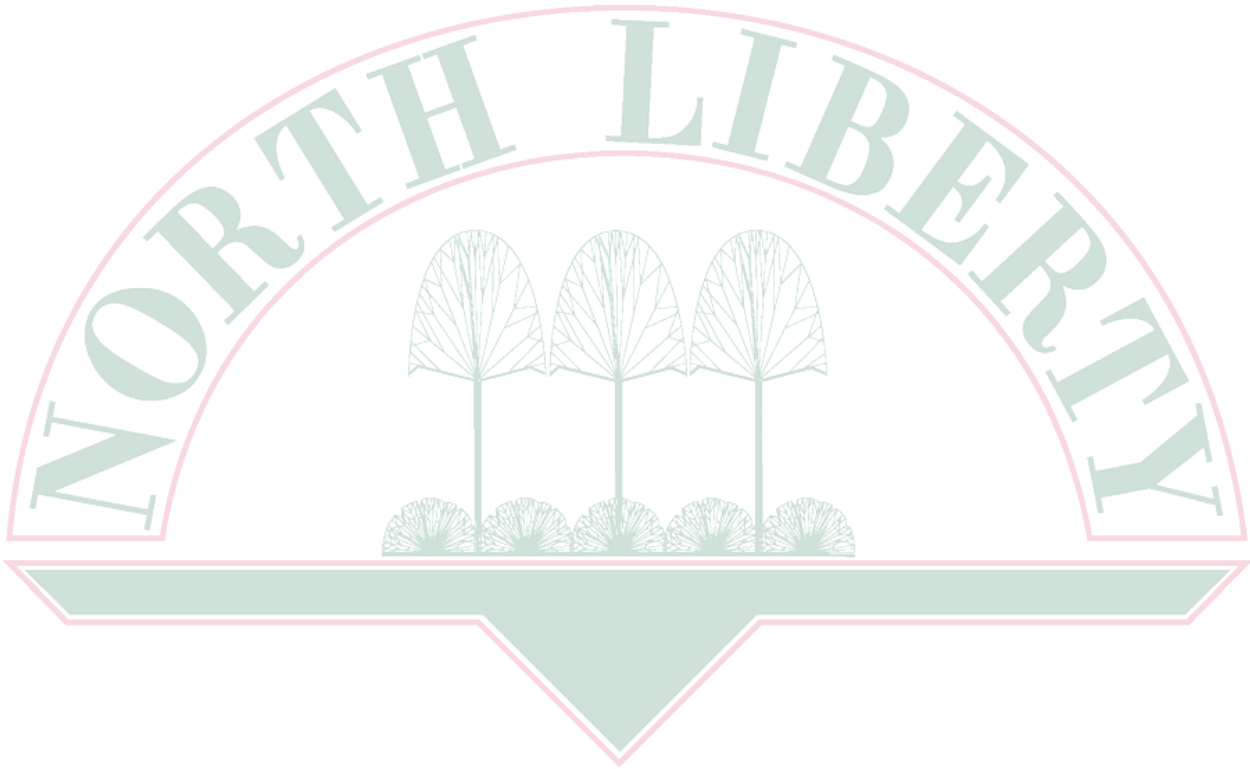
TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

RISE Project



**Iowa Department of Transportation
Agreement for a
Revitalize Iowa's Sound Economy Program (RISE) Project**

RECIPIENT: City of North Liberty

PROJECT NO: RMX-5557(621)—9E-52

IOWA DOT

AGREEMENT NO.: 2018-R-001

This is an agreement between North Liberty (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. PPM-2018-10 on August 8, 2017.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the reconstruction of approximately 5,220 feet of Kansas Avenue and a roundabout at Kansas Avenue and St. Andrews Drive located on the southwest side of town.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@iowadot.us. The Recipient's contact person shall be Ryan Heiar, City Administrator, City of North Liberty, P.O. Box 77, North Liberty, IA 52317, rheiar@northliberty.org, 319-626-5700.
3. The Recipient shall be responsible for the development and completion of the following described project:

Reconstruction of approximately 5,220 feet of Kansas Avenue and a roundabout at Kansas Avenue and St. Andrews Drive located on the southwest side of town. The associated economic development is the creation of 307 new full-time jobs at GEICO with an average wage of at least the current average laborshed wage of \$20.27/hour.

See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, which are incurred after the effective date of this agreement shall be paid as follows:

RISE Funds (City):	\$1,412,200
RISE Funds (County):	\$1,657,800
City Local Contribution:	\$1,647,250
Project Total:	\$4,717,250

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$3,070,000 or 80 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.

11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.
12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
 - A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
 - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Offices of Road Design and Maintenance with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
 - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.

- D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.
18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to get environmental concurrence before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.
19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

In addition, the Recipient shall certify to the DOT's contact person that all known required environmental permits have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.

Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project letting of each division. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish a set of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.
30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.
31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.
32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.
34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to

submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.

35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.
36. The Recipient shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216 and IAC 160. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, sexual orientation, gender identity, pregnancy or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives state funds from the DOT.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
40. Immediate Opportunity: The Recipient shall notify the DOT's contact person within thirty (30) days of the date the RISE project was constructed and open to traffic. The Recipient will provide an initial payroll from GEICO to the DOT's contact person to establish a baseline from which to measure job creation and retention. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic that the associated economic development, namely, the creation of 307

full-time jobs by GEICO has been substantially completed. The Recipient will certify that jobs created are maintained for a six-month continuous period during the three-year monitoring period and that said jobs satisfy the average wage required in this agreement. This certification by the Recipient is subject to audit by the DOT and the DOT has sole authority to determine whether the associated economic development has been accomplished.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2018-R-001 as of the date shown opposite its signature below.

RECIPIENT: NORTH LIBERTY

By: _____ Date _____, _____

Title: Mayor

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the ____ day of _____, _____.

Signed: _____

City Clerk of North Liberty, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____, 20__

Craig Markley
Director
Office of Systems Planning

Exhibit A

Project Site Map:

North Liberty

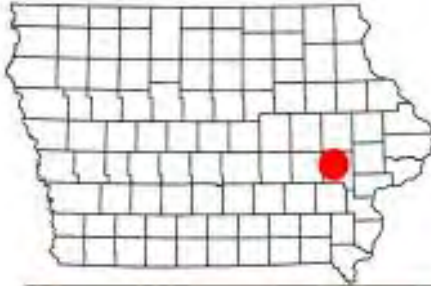


Exhibit B

Project activities or costs eligible for RISE funding include only the following:

- a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.
- b. Bridge and culvert repair, modernization, replacement or initial construction.
- c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.
- d. Right of way purchase.
- e. Construction or improvement of motorist rest areas, welcome centers and information centers.
- f. Design engineering costs and construction inspection costs associated with RISE-financed projects.
- g. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.
- h. Storm drainage and storm sewer costs to the extent needed for draining the roadway.

Exhibit C

Activities or costs ineligible for RISE funding include but are not limited to the following:

- a. Any and all costs incurred prior to a funding commitment by the Transportation Commission except advance right of way costs to protect or preserve a project corridor.
 - (1) If there is an extreme urgency involving right of way acquisition, a potential applicant may formally request from the department a written waiver which, if granted, will permit the applicant to acquire the right of way immediately without jeopardizing the eligibility of the acquisition costs for future RISE funding. Granting of the waiver shall not imply or guarantee that a subsequent application which includes the acquisition costs will be funded. The request for the advance eligibility must include justification regarding the urgency of the acquisition, a description of the land to be acquired, and a map showing its location.
 - (2) The advance eligibility waiver must be requested and approved prior to the applicant's acquisition of the land in question, and the RISE application which included the acquisition costs must be received by the DOT within two years following the granting of the waiver, or the waiver is not valid.
- b. Routine roadway, bridge and culvert maintenance, including pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.
- c. Winter roadway and bridge maintenance, including snow plowing, sanding and salting.
- d. Overhead and operating costs associated with eligible project activities, including auditing.
- e. Expenses associated with the preparation and submission of applications for RISE funding.
- f. Pre-design engineering expenses.
- g. Traffic signalization, except as an integral part of a roadway project.
- h. Pavement marking and traffic signs, except as an integral part of a roadway project.
- i. Electric, water, natural gas, telephone and other utility construction, reconstruction or adjustment except when utilities located on private property are replaced or relocated for project construction.
- j. Safety appurtenances, except as an integral part of a roadway project.

- k. Lighting, except as an integral part of a roadway project.
- l. Lighting energy and maintenance costs.
- m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.
- n. Parking expenditures, including those for structure, lots, meters and marking.
- o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.
- p. Purchase of furnishings, construction equipment and personal property.
- q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.
- r. Sanitary sewers.
- s. Water mains.
- t. Donated right of way.

Exhibit D

Project Implementation Schedule:

Commission Approval Date: August 8, 2017

Construction: April 2018

Project Closeout: December 2018

Exhibit E

CONTRACT PROVISION

**Targeted Small Business (TSB)
Affirmative Action Responsibilities
on
Non-Federal Aid Projects (Third-Party State-Assisted Projects)**

May 2017

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
200 East Grand Avenue
Des Moines, IA 50309
Phone: 515-725-3132
Website: <https://www.iowa.gov/tsb/index.php/home>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-725-3132) to identify potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

TSB Affirmative Action Responsibilities

- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers;
or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

TSB Affirmative Action Responsibilities

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors' groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

**CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)**

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? YES NO

If no, explain _____

2. Were qualified TSB firms notified of project? YES NO

If yes, by letter, telephone, personal contact, or other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? YES NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? YES NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? YES NO

If no, what action was taken by Recipient? _____

Is documentation in files? YES NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? YES NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

Resolution No. 2017-101

A RESOLUTION APPROVING THE AGREEMENT FOR A REVITALIZE IOWA'S SOUND ECONOMY PROGRAM (RISE) BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTH LIBERTY, IOWA REGARDING KANSAS AVENUE PROJECT (AGREEMENT NO. 2018-R-001)

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

WHEREAS, the City Council desires to enter into an agreement with the Iowa Department of Transportation regarding the Kansas Avenue RISE Project,

WHEREAS, the agreement establishes the terms and conditions for the project and financing of the project, and

WHEREAS, the terms and conditions have been set forth in the attached agreement,

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Iowa Department of Transportation is approved.

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

APPROVED AND ADOPTED this 22nd day of August, 2017.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: North Liberty Kansas Avenue RISE Improvements

DATE: August 16, 2017

PROJECT DESCRIPTION: Traffic study, design, bidding and construction phase services for Kansas Avenue RISE Improvements from St. Andrews Drive to Forevergreen Road. Exhibits of the project location/concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$5,600,000.

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

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

1. **Design Phase:** Design phase shall include the following services.
 - a. Topographic Survey: We will provide a topographic survey for the project including surface features, topographic information, utilities as located by One-Call, easements, and right-of-way. The survey will be used as the base map for the design plans.
 - b. Design Services: We will provide design services for the RISE eligible and ineligible components of the project including construction phasing and traffic control plans. The design process/approach will include regular meetings with City staff and property owner meetings.
 - c. Landscaping Design: We will provide landscaping design for the Kansas Avenue and St. Andrews Drive intersection.
 - d. Coordination and Easements: We will prepare and submit a DNR NPDES permit application and DNR water main construction permit application. We will coordinate the project with affected franchise utility companies within the project corridor. We will prepare necessary temporary and permanent easement and right-of-way legal descriptions and exhibits and as needed for the project. Along with City staff, we will attend meetings with affected property owners to discuss easement acquisitions, if required.
 - e. Construction Documents: Construction documents will consist of preparing complete plans for public bidding and construction. The package will be reviewed and approved by City staff and the Iowa DOT prior to bidding.
 - f. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
 - g. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.



2. **Geotechnical Investigation:** Soil borings shall be obtained along Kansas Avenue. Five borings are anticipated. A soils report shall be prepared addressing recommended pavement section and potential subgrade treatment options. The report shall be prepared by a geotechnical engineer (Terracon Consultants).
3. **Traffic Study including roundabout (RBT) modeling:** We will provide a traffic study for review by the Iowa DOT to confirm recommended improvements for the RISE project. We will conduct a traffic Vistro analysis to determine the geometric configuration of the preferred roundabout intersection improvement. Review the study analysis with City staff prior to proceeding with preliminary design.
4. **Bidding Phase:** Services include preparation of bid documents for a public bid, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to the Owner regarding award of contract.
5. **Construction Phase:** Services include the following based upon an estimated seven-month construction period.
 - a. Prepare and distribute construction contract and Notice to Proceed.
 - b. Review form of contract, bonds, and insurance.
 - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
 - d. Provide construction staking.
 - e. Provide construction testing including subgrade compaction and concrete testing.
 - f. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
 - g. Facilitate and participate with construction progress meetings. Prepare weekly construction progress reports.
 - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
 - i. Review payment applications and provide recommendation to Owner for payment.
 - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
 - k. Provide Record Drawings.

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

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Schedule and conduct informational meeting(s) with the public as deemed necessary.

3. Acquire the necessary right-of-way and/or easements as required for construction of the project per Iowa DOT requirements. Schedule and meet with affected property owners to discuss easements required for the project.
4. Provide environmental investigation required by the funding agreement.
5. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer and adjacent property owners.
6. Provide administration and management of the RISE grant agreement with the Iowa DOT.

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

COMPENSATION: We will provide the Scope of Services for the following fee plus the actual cost of reimbursable expenses, as incurred:

Design & Bidding Phase	\$ 380,000	Lump Sum
Geotechnical Investigation	\$ 6,000	As Incurred (estimated)
Traffic Study & RBT modeling	\$ 14,000	Lump Sum
Construction Phase	<u>\$ 239,000</u>	Hourly (estimated)
Total	\$ 639,000	

We will not proceed with Bidding or Construction Phase services until authorized by the City.

ADDITIONAL SERVICES: Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates.

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

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

BY: _____



 Kevin P. Trom, P.E.
 Project Manager

TITLE: _____

DATE ACCEPTED: _____

KPT/bad

Enc.: Standard Terms and Conditions
 Kansas Ave RISE Exhibit
 Kansas Ave RISE COP

STANDARD TERMS AND CONDITIONS

PARTIES

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

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

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

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

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

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

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

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

EQUAL EMPLOYMENT OPPORTUNITY

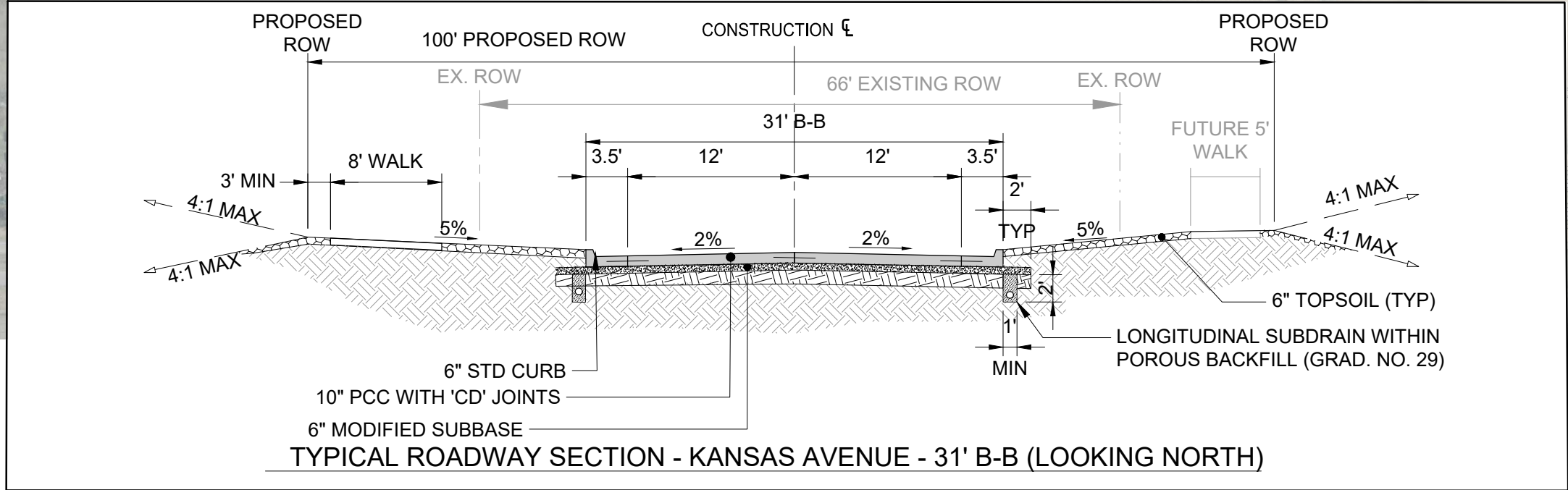
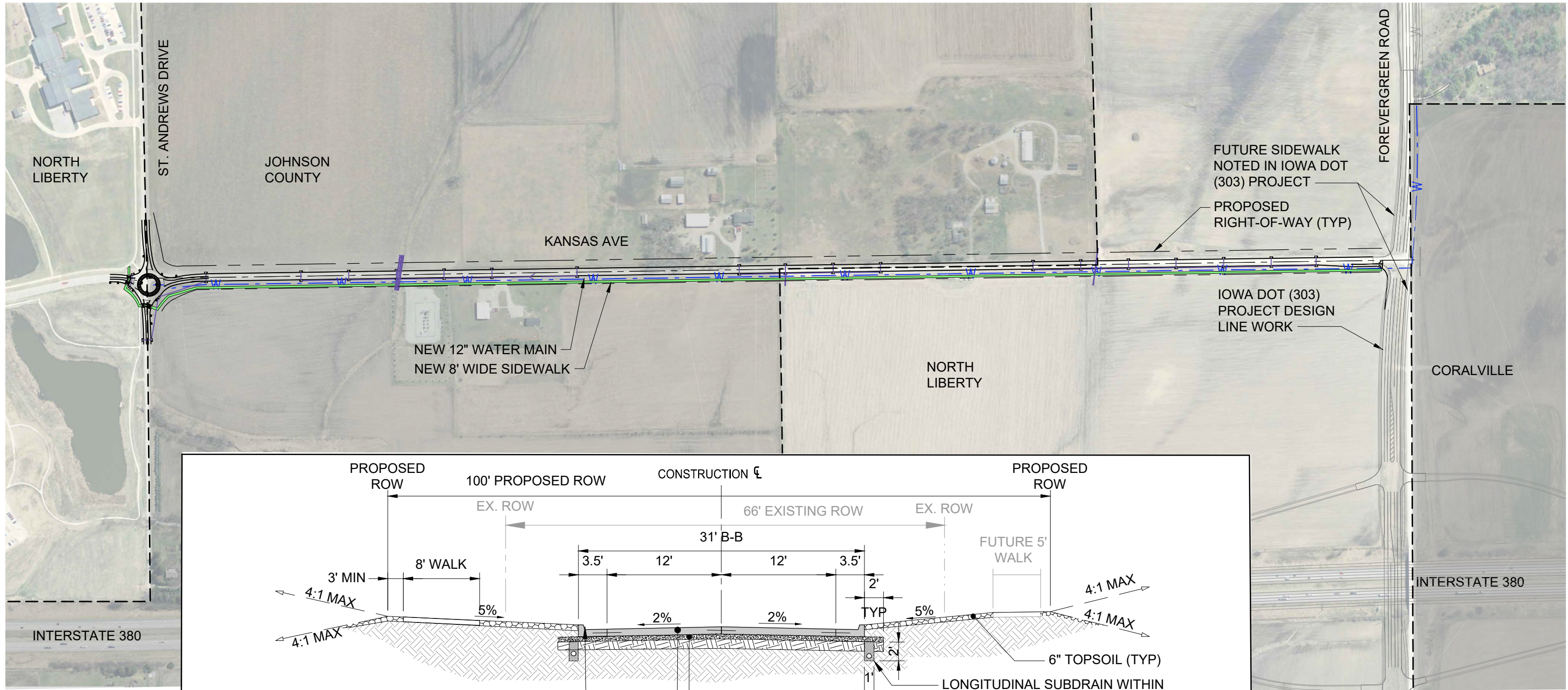
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA),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

COMPLETE AGREEMENT

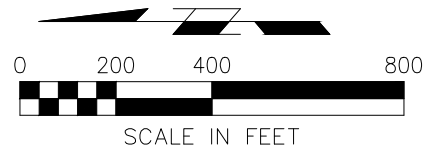
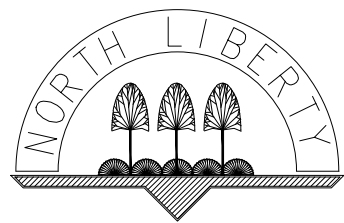
This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take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

SIGNATURES

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



KANSAS AVENUE IMPROVEMENTS



DESCRIPTION: 31-foot wide new urban section PCC Roadway approximately one mile from St. Andrews Drive to Forevergreen Road. Project includes roundabout at Kansas/St.Andrews Drive, 8-ft wide walk and water main improvements.

ITEM	DESCRIPTION	UNIT	NORTH LIBERTY QUANTITY	JOHNSON CO. QUANTITY	TOTAL QUANTITY	UNIT COST	NORTH LIBERTY EXTENDED COST	JOHNSON CO. EXTENDED COST	TOTAL EXTENDED COST
1	CLEARING & GRUBBING	UNIT	450	550	1,000	\$ 19	\$ 8,550	\$ 10,450	\$ 19,000
2	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	19,100	22,900	42,000	\$ 6	\$ 114,600	\$ 137,400	\$ 252,000
3	TOPSOIL, STRIP, SALVAGE & SPREAD	CY	2,500	4,000	6,500	\$ 5	\$ 12,500	\$ 20,000	\$ 32,500
4	MODIFIED SUBBASE	CY	1,900	2,200	4,100	\$ 35	\$ 66,500	\$ 77,000	\$ 143,500
5	TEMPORARY PAVEMENT	SY	950	950	1,900	\$ 45	\$ 42,750	\$ 42,750	\$ 85,500
6	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN.	SY	9,950	11,950	21,900	\$ 50	\$ 497,500	\$ 597,500	\$ 1,095,000
7	APRONS, CONCRETE, 48 IN. DIA.	EACH	3	6	9	\$ 2,500	\$ 7,500	\$ 15,000	\$ 22,500
8	INTAKE, SW-509	EACH	16	25	41	\$ 4,500	\$ 72,000	\$ 112,500	\$ 184,500
9	SUBDRAIN, LONGITUDINAL	LF	3,760	6,640	10,400	\$ 9	\$ 33,840	\$ 59,760	\$ 93,600
10	SUBDRAIN OUTLETS	EACH	34	58	92	\$ 150	\$ 5,100	\$ 8,700	\$ 13,800
11	STORM SEWER, TRENCHED, RCP, 200D (CIII), 15 IN.	LF	300	430	730	\$ 55	\$ 16,500	\$ 23,650	\$ 40,150
12	STORM SEWER, TRENCHED, RCP, 200D (CIII), 24 IN.	LF	1,650	1,650	3,300	\$ 70	\$ 115,500	\$ 115,500	\$ 231,000
13	CULVERT, CONCRETE ROADWAY PIPE, 48 IN.	LF	200	450	650	\$ 170	\$ 34,000	\$ 76,500	\$ 110,500
14	REVTMENT, CLASS E	TON	240	510	750	\$ 45	\$ 10,800	\$ 22,950	\$ 33,750
15	REMOVAL OF CONCRETE	SY	1,200	700	1,900	\$ 10	\$ 12,000	\$ 7,000	\$ 19,000
16	SUBGRADE STABILIZATION	SY	12,000	15,000	27,000	\$ 8.5	\$ 102,000	\$ 127,500	\$ 229,500
17	8' SIDEWALK, P.C. CONCRETE, 6 IN.	SY	2,470	2,380	4,850	\$ 42	\$ 103,740	\$ 99,960	\$ 203,700
18	DETECTABLE WARNINGS	SF	150	0	150	\$ 65	\$ 9,750	\$ -	\$ 9,750
19	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	130	820	950	\$ 50	\$ 6,500	\$ 41,000	\$ 47,500
20	REMOVAL OF FENCE, FIELD	LF	2,500	2,100	4,600	\$ 4	\$ 10,000	\$ 8,400	\$ 18,400
21	FENCE, FIELD	LF	3,700	6,800	10,500	\$ 10	\$ 37,000	\$ 68,000	\$ 105,000
22	GATE, FIELD FENCE, 16 FT.	EACH	1	2	3	\$ 1,100	\$ 1,100	\$ 2,200	\$ 3,300
23	SIGNAGE	LS	0.5	0.5	1	\$ 10,000	\$ 5,000	\$ 5,000	\$ 10,000
24	PAINTED PAVEMENT MARKINGS, DURABLE	STA	85	125	210	\$ 85	\$ 7,225	\$ 10,625	\$ 17,850
25	TRAFFIC CONTROL	LS	0.5	0.5	1	\$ 50,000	\$ 25,000	\$ 25,000	\$ 50,000
26	MOBILIZATION	LS	0.5	0.5	1	\$ 175,000	\$ 87,500	\$ 87,500	\$ 175,000
27	EROSION CONTROL AND SEEDING	LS	0.5	0.5	1	\$ 95,000	\$ 47,500	\$ 47,500	\$ 95,000
28	RIGHT-OF-WAY ACQUISITION	ACRE	3.0	2.5	5.5	\$ 65,000	\$ 195,000	\$ 162,500	\$ 357,500
29	ROUNDAABOUT CENTER & SPLITTER ISLAND TREATMENTS	LS	0.5	0.5	1	\$ 325,000	\$ 162,500	\$ 162,500	\$ 325,000
30	ROUNDAABOUT LIGHTING	LS	0.5	0.5	1	\$ 75,000	\$ 37,500	\$ 37,500	\$ 75,000
Sub-Total							\$ 1,887,000	\$ 2,212,000	\$ 4,099,000
Engineering, Legal, Administration (15%)							\$ 284,000	\$ 332,000	\$ 616,000
Contingency (10%)							\$ 189,000	\$ 222,000	\$ 411,000
RISE ELIGIBLE TOTAL							\$ 2,360,000	\$ 2,766,000	\$ 5,126,000
INELEGIBLE ITEMS									
31	WATER MAIN, TRENCHED, PVC, 12 IN.	LF	5930		5930	\$ 45	\$ 266,850		\$ 266,850
32	WATER MAIN, TRENCHLESS, PVC, 12 IN.	LF	150		150	\$ 120	\$ 18,000		\$ 18,000
33	FITTINGS, DUCTILE IRON, 12 IN.	EA	6		6	\$ 740	\$ 4,440		\$ 4,440
34	VALVE, GATE, DIP, 12 IN.	EA	8		8	\$ 2,200	\$ 17,600		\$ 17,600
35	FIRE HYDRANT ASSEMBLY, WM-201	EA	14		14	\$ 4,800	\$ 67,200		\$ 67,200
36	WATER SERVICE STUB	LF	200		200	\$ 30	\$ 6,000		\$ 6,000
37	WATER SERVICE CORPORATION	EA	4		4	\$ 1,000	\$ 4,000		\$ 4,000
38	WATER SERVICE CURB STOP AND BOX	EA	4		4	\$ 2,000	\$ 8,000		\$ 8,000
Sub-Total									\$ 393,000
Engineering, Legal, Administration (15%)									\$ 59,000
Contingency (10%)									\$ 40,000
INELEGIBLE TOTAL									\$ 492,000
*TOTAL PROJECT COST									\$ 5,618,000

*Does not include costs for environmental mitigation, if required.

Resolution No. 2017-102

**RESOLUTION APPROVING SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-
HATTERY, INC. FOR THE KANSAS AVENUE RISE
IMPROVEMENTS PROJECT**

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

WHEREAS, the City Council desires to make improvements to Kansas Avenue with the support of a RISE grant;

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

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for Design & Bidding services relating to the Kansas Avenue RISE Improvements Project Services Agreement at a lump sum fee of \$380,000 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 22nd day of August, 2017.

CITY OF NORTH LIBERTY:

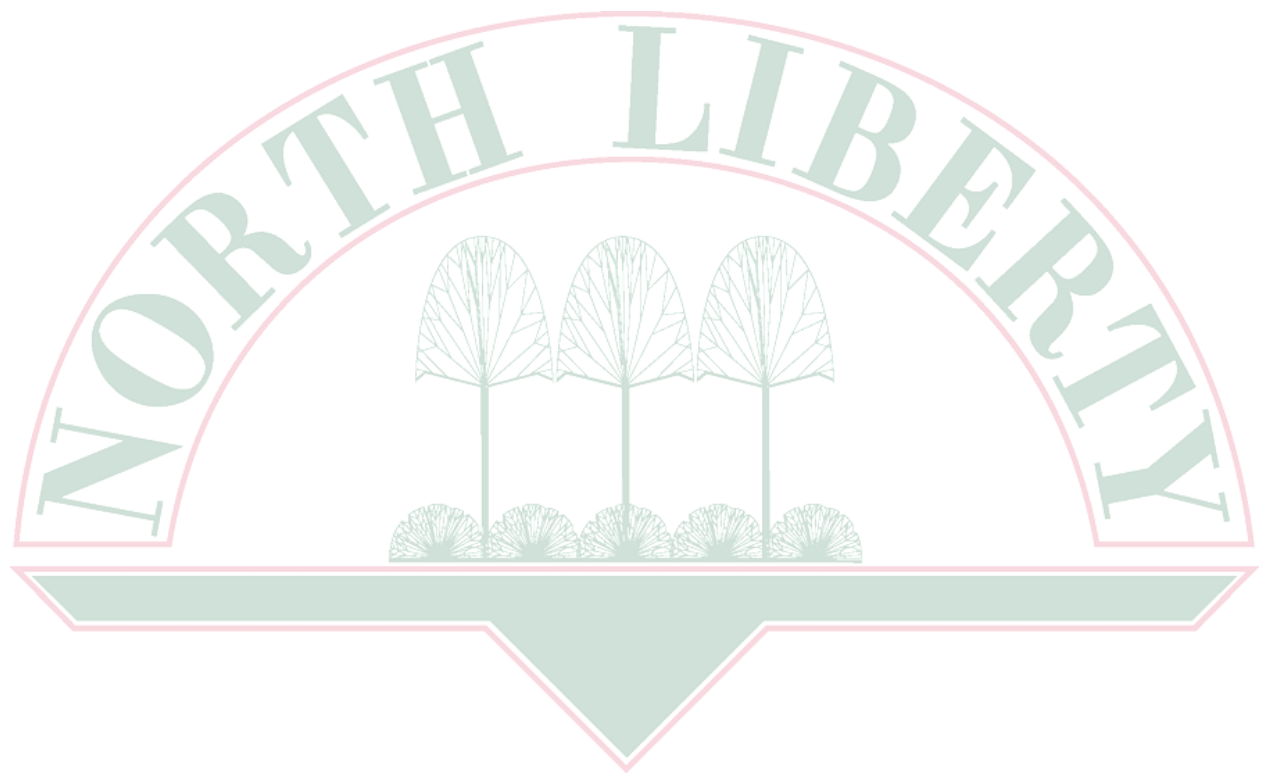
TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Roseberry Stop



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

**STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT
AND
EASEMENT
ROSEBERRY STOP**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Roseberry Development, Inc., 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, described as Lot 1, Roseberry Stop Subdivision, North Liberty, Johnson County, Iowa. This Agreement governs that portion of Lot 1 depicted and shown as "Proposed Bio-Cell" on the approved PAD Site Plan, attached hereto as Exhibit "A" (the "Facility").

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

1. The Owner has full ownership and control of the real estate described above;
2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner, including a homeowners association; and any

other person or party determined to be a “responsible person” as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.

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

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

SECTION 3. MAINTENANCE AND REPAIR OF STORMWATER MANAGEMENT FACILITY.

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

Bioretention Cells:

1. The following activities shall be performed in the spring and the fall of each year as needed:
 - a. Prune and thin out plants when needed.
 - b. Remove weeds throughout the growing season, preferably by pulling or trimming.
 - c. Replace plants when needed.
 - d. Replace mulch when erosion is evident and/or weed growth is excessive.
 - e. Remove trash and debris from pretreatment area and bioretention cell.
2. The following activities shall be performed semiannually:
 - a. Remove any sediment.

- b. Inspect pretreatment area for erosion, re-seed or sod as needed.
 - c. Trees and shrubs should be inspected to evaluate their health and remove any dead or severely diseased vegetation.
 - d. Look for evidence of standing water in the observation port.
3. The following activities shall be performed as necessary:
- a. Replace gravel chip diaphragm when necessary.
 - b. Replace modified soil layer when ponding greatly exceeds the design drainage time.

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.

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

SECTION 6. 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 twenty five (25) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon the City's request.

SECTION 7. FAILURE TO MAINTAIN STORMWATER MANAGEMENT FACILITY.

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

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

SECTION 8. ENFORCEMENT AND APPEALS.

A. Building and occupancy permits shall not be issued until the Facility has been constructed by the Owner and inspected and approved by the City; however, upon request of the Owner and prior to completion of the Facility, the City may, in its discretion, conditionally approve the Facility, subject to certain terms and the posting of sufficient security in accordance with Subsection 180.11(8)(A)(2) of the City's Subdivision Ordinance.

B. The City agrees that building permits will be issued for Lot 1 prior to substantial completion of the Facility; however, occupancy permits will only be granted for eight (8) units prior to substantial completion. Prior to the occupancy permits being issued, the Owner shall design and construct a temporary structure that meets the requirements for said temporary structure as established by the City in its sole discretion.

C. Notwithstanding the above, the Facility shall be constructed by the Owner and inspected and approved by the City no later than July 1, 2019. 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.

D. 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.

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

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

C. Only upon completion of the Facility and, further, upon inspection and approval of the Facility by the City shall the Owner have the right to assign all of its obligations under this Agreement to a homeowners association and thereafter be released from performance

under this Agreement. Such assignment shall not affect the obligations or rights other persons may have under this Agreement.

SECTION 10. FEES.

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

SECTION 11. NOTICES.

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

Roseberry Development, Inc.
c/o Francis Lenane
2797 S. Front Street
North Liberty, IA 52317

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

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

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

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

SECTION 12. SUCCESSORS AND ASSIGNS.

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

DATED this ___ day of _____, 2017.

CITY OF NORTH LIBERTY, IOWA

ROSEBERRY DEVELOPMENT, INC.

By: _____
Terry L. Donahue, Mayor

By: _____
Francis Lenane, President and Secretary

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, JOHNSON COUNTY, ss:

This instrument was acknowledged before me on this ___ day of _____, 2017, by Francis Lenane, as President and Secretary of Roseberry Development, Inc.

Notary Public in and for the State of Iowa

Resolution No. 2017-103

RESOLUTION APPROVING THE STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT AND EASEMENT BETWEEN THE CITY OF NORTH LIBERTY AND ROSEBERRY DEVELOPMENT, INC. THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH STORMWATER MANAGEMENT FACILITIES WILL BE MAINTAINED IN THE ROSEBERRY STOP 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 Roseberry Stop Subdivision have been set forth in an Agreement between the City of North Liberty (“City”) and the Roseberry Development, Inc. (“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 Roseberry Development, Inc. is approved for the development of Roseberry Stop Subdivision, North Liberty, Iowa.

APPROVED AND ADOPTED this 22nd day of August, 2017.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Scanlon Farms - North Ridge



Prepared by and after recording return to:
Michael J. Pugh
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd., Suite 201
Coralville, Iowa

(319) 351-2028
facsimile (319) 351-1102

**STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT
AND EASEMENT
SCANLON FARMS – NORTH RIDGE**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Scanlon Farms Development, LLC, 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 Scanlon Farms – North Ridge will be constructed, with said real estate legally described as follows:

Outlot "A", Scanlon Farms – North Ridge, North Liberty, Johnson County, Iowa, (the "Facility").

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

1. The Owner has full ownership and control of the real estate described above;

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

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

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

SECTION 3. MAINTENANCE AND REPAIR OF STORMWATER MANAGEMENT FACILITY.

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

Maintenance & Repair Plan for Wet Detention Basins

ACTIVITY	SCHEDULE	RESPONSIBLE PARTY
-Clean and remove debris from the inlet and outlet structures.	Monthly	Developer or HOA
-Mow side slopes.	As needed	Developer or HOA
-Inspect for invasive plants and animals.	Semi-annual	Developer or HOA
-Inspect for damage, paying particular attention to the outlet. -Check for signs of eutrophic conditions. -Note signs of hydrocarbon build-up and remove appropriately. -Monitor for sediment accumulation in the facility and forebay. -Examine to ensure that inlet and outlet devices are free of debris and operational.	Annual	Developer or HOA
-Repair undercut or eroded areas.	As needed	Developer or HOA
-Remove sediment from forebay.	When 50% of volume is lost	Developer or HOA

-Monitor sediment accumulations, and remove sediment when the pool volume has been reduced significantly or the pond becomes eutrophic.	If 25% of pool volume is lost	Developer or HOA
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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.

B. 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.

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

SECTION 6. RIGHT OF ENTRY FOR INSPECTION.

In the event any new stormwater management facility is installed on private property within Scanlon Farms – North Ridge, 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, shall make records of the installation and of all maintenance and repairs, and shall retain the records for at least twenty five (25) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon the City's request.

SECTION 8. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITY.

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

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

SECTION 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 the posting of sufficient security in accordance with Subsection 180.11(8)(A)(2) of the City's Subdivision Ordinance. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

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

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

SECTION 10. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

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

SECTION 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:

Scanlon Farms Development, LLC
425 E. Oakdale Blvd., Suite 101
Coralville, IA 52241
Attn: Gary D. Watts

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 all successors, heirs, and assigns in perpetuity.

Dated this 15th day of August, 2017

SCANLON FARMS DEVELOPMENT, LLC.

By: [Signature]
Gary D. Watts, Manager

By: [Signature]
James P. Scanlon, Jr., Manager

CITY OF NORTH LIBERTY, IOWA

By: _____
Terry L. Donahue, Mayor

ATTEST:

By: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This instrument was acknowledged before me, by Gary D. Watts, on the 15th day of August, 2017 as Manager of Scanlon Farms Development, LLC.

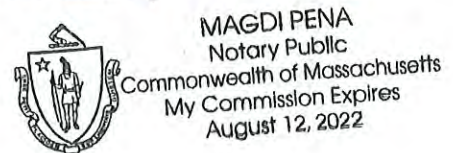


[Signature]
Notary Public in and for said State

STATE OF MA, COUNTY OF Norfolk) ss:

This instrument was acknowledged before me, by James P. Scanlon, Jr., on the 10th day of August, 2017 as Manager of Scanlon Farms Development, LLC.

[Signature]
Notary Public in and for said State of Massachusetts



STATE OF IOWA, COUNTY OF JOHNSON) 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, executing the within and foregoing instrument; that the seal attached thereto is the seal of said corporation, by authority of its City Council, as contained in Resolution No. _____ passed by the City Council on the _____ day of _____, 2017 and that said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said State

Resolution No. 2017-104

RESOLUTION APPROVING THE STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT AND EASEMENT BETWEEN THE CITY OF NORTH LIBERTY AND SCANLON FARMS DEVELOPMENT, LLC THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH STORMWATER MANAGEMENT FACILITIES WILL BE MAINTAINED IN SCANLON FARMS – NORTH RIDGE 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 Scanlon Farms – North Ridge have been set forth in an Agreement between the City of North Liberty (“City”) and the Scanlon Farms Development LLC (“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 Scanlon Farms LLC is approved for the development of Scanlon Farms – North Ridge, North Liberty, Iowa.

APPROVED AND ADOPTED this 22nd day of August, 2017.

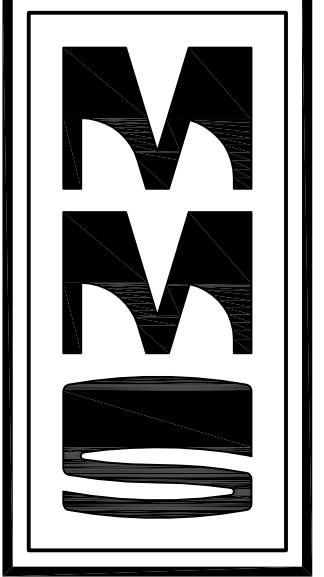
CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



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

FINAL PLAT

SCANLON FARMS - NORTH RIDGE

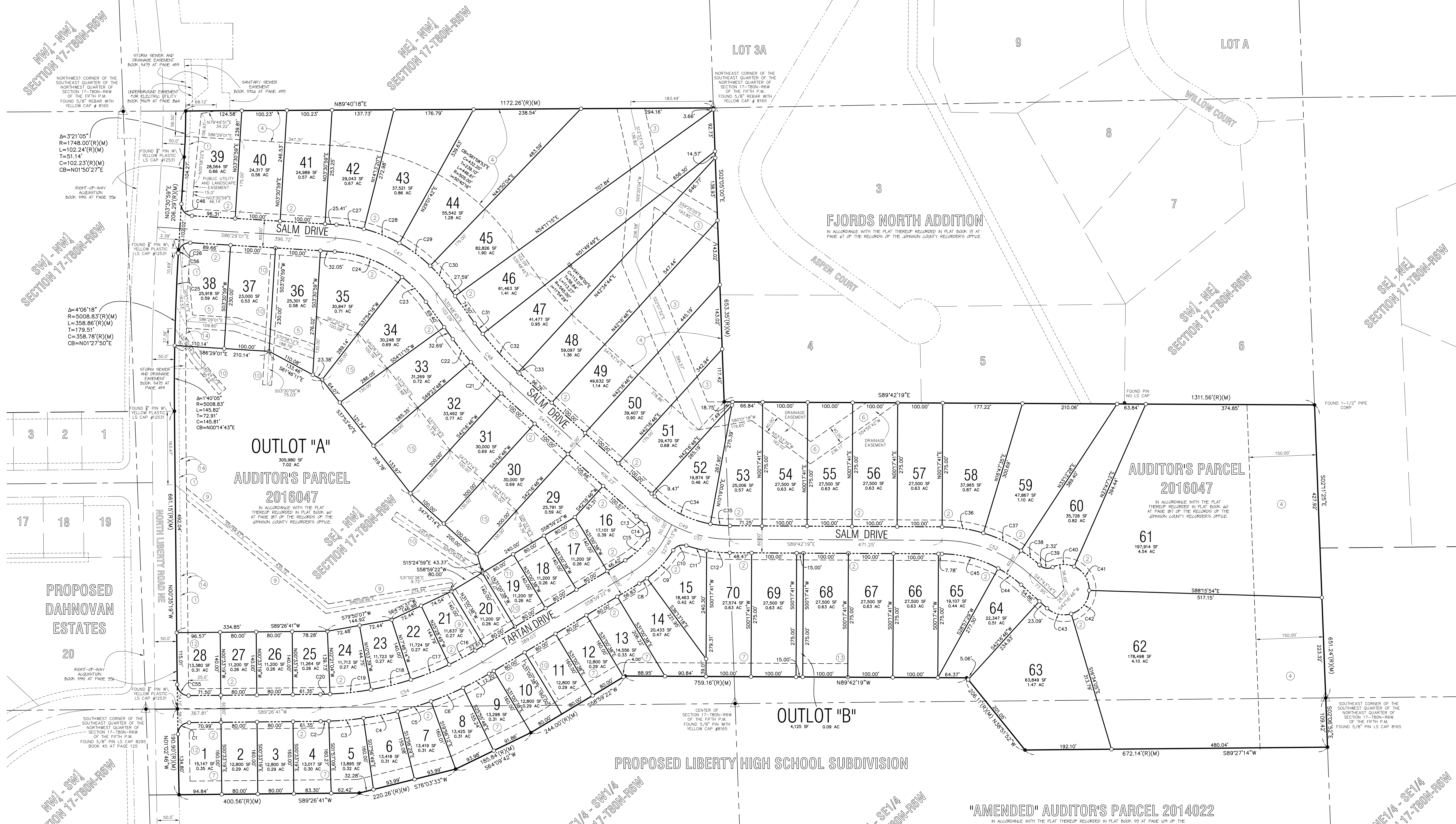
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LOCATION: A SUBDIVISION OF AUDITOR'S PARCEL 2016047 IN THE SE ₄ - NW ₁ - SW ₁ - NW ₄ - SE ₄ AND THE SW ₁ - NE ₄ - NE ₁ OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	SUBDIVIDER: SCANLON FARMS DEVELOPMENT, LLC 425 E. OAKDALE BLVD., SUITE 101 IOWA CITY, IOWA 52246
LAND SURVEYOR: GLEN D. MESNER P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52246 PHONE: 319-351-8282	SUBDIVIDER'S ATTORNEY: MICHAEL J. PUGH 425 E. OAKDALE BLVD., SUITE 201 IOWA CITY, IOWA 52246
DATE OF SURVEY: 05-11-2017	PROPRIETOR OR OWNER: SCANLON FAMILY, LLC 11 FRANCIS STREET BROOKLINE, MA 02466-8638
	DOCUMENT RETURN INFORMATION: LAND SURVEYOR

AREA	AREA
1/4 - 1/4	17.41 AC
SE - NW	36.54 AC (1,591,867 SF)
SW - NE	19.20 AC (836,339 SF)
NW - SE	17.93 AC (78,062 SF)
NE - SW	3.03 AC (131,894 SF)
TOTAL	60.56 AC (2,638,182 SF)

LOT NUMBER	M.L.O.
1	791.00
9	781.00
11	781.00
12	781.00
19	781.00 (FRONT)
20	781.00 (FRONT)
37	747.00
38	747.00

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	80°29'27"	25.00'	39.48'	25.22'	35.51'	N44°11'57"E
C2	12°5'50"	740.00'	18.05'	9.02'	18.05'	N88°44'46"E
C3	5°59'40"	740.00'	77.42'	38.75'	77.38'	N85°03'01"E
C4	5°59'40"	740.00'	77.42'	38.75'	77.38'	N73°03'41"E
C5	5°59'40"	740.00'	77.42'	38.75'	77.38'	N73°03'41"E
C6	5°59'40"	740.00'	77.42'	38.75'	77.38'	N67°04'02"E
C7	5°59'40"	740.00'	77.42'	38.75'	77.38'	N61°03'17"E
C8	5°12'41"	230.00'	20.92'	10.47'	20.91'	N56°23'02"E
C9	21°22'35"	230.00'	85.81'	43.41'	85.31'	N43°05'25"E
C10	76°33'47"	25.00'	33.19'	19.95'	30.80'	N70°26'01"E
C11	8°38'08"	310.00'	45.14'	23.31'	45.95'	N89°50'09"W
C12	9°34'08"	310.00'	51.77'	25.95'	51.71'	N84°55'16"W
C13	4°48'50"	310.00'	26.05'	13.03'	26.04'	S90°07'40"E
C14	88°18'08"	25.00'	35.54'	24.28'	34.85'	S89°22'31"E
C15	23°12'19"	170.00'	68.85'	34.90'	68.38'	S47°23'13"W
C16	5°31'48"	680.00'	65.63'	32.84'	65.61'	S81°45'17"W
C17	7°42'31"	680.00'	91.50'	45.82'	91.43'	S89°22'28"W
C18	7°42'31"	680.00'	91.50'	45.82'	91.43'	S76°05'03"W
C19	7°42'31"	680.00'	91.50'	45.82'	91.43'	S83°47'38"W
C20	14°74'41"	680.00'	23.31'	10.66'	23.31'	S88°12'48"W
C21	7°07'03"	780.00'	96.89'	48.51'	96.83'	S44°09'43"E
C22	4°47'26"	780.00'	65.22'	32.63'	65.20'	S38°12'28"E
C23	16°16'58"	230.00'	76.73'	38.53'	76.67'	S45°37'47"E
C24	34°33'17"	270.00'	162.05'	83.50'	159.63'	S69°17'22"E
C25	22°04'31"	508.83'	205.07'	102.53'	205.01'	S02°15'07"W
C26	90°05'30"	25.00'	39.31'	25.04'	35.36'	S48°28'14"W
C27	10°42'11"	330.00'	61.68'	30.92'	61.57'	S81°07'15"E
C28	14°48'22"	330.00'	85.28'	42.88'	85.04'	S88°22'29"E
C29	14°48'22"	330.00'	85.28'	42.88'	85.04'	S53°34'07"E
C30	10°17'10"	330.00'	59.63'	29.91'	59.55'	S40°59'24"E
C31	2°51'28"	720.00'	29.62'	14.81'	29.62'	S36°59'48"E
C32	91°50'58"	720.00'	116.28'	58.25'	116.13'	S42°47'44"E
C33	0°17'50"	720.00'	3.78'	1.88'	3.78'	S47°34'15"E
C34	31°57'45"	250.00'	139.48'	71.60'	137.66'	S63°42'07"E
C35	10°01'20"	250.00'	43.73'	21.92'	43.67'	S84°41'39"E
C36	16°29'54"	333.33'	93.07'	46.88'	92.78'	S81°27'22"E
C37	16°29'54"	333.33'	92.63'	46.64'	92.92'	S84°59'59"E
C38	9°04'17"	323.33'	51.19'	25.65'	51.14'	S52°15'23"E
C39	89°01'16"	25.00'	30.17'	17.19'	28.33'	S82°13'52"E
C40	50°14'07"	56.00'	49.39'	26.43'	47.80'	S88°31'17"W
C41	67°56'54"	56.00'	66.41'	37.74'	62.59'	S32°14'21"E
C42	71°41'48"	56.00'	70.08'	40.46'	65.59'	S37°35'00"E
C43	58°00'51"	56.00'	57.57'	31.58'	55.07'	S77°08'40"E
C44	13°35'25"	263.33'	62.48'	31.38'	62.31'	S54°30'57"E
C45	28°23'40"	263.33'	130.50'	66.62'	129.17'	S75°30'29"E
C46	90°00'00"	25.00'	39.27'	25.00'	35.36'	S41°09'21"E
C47	50°40'16"	300.00'	265.31'	142.04'	256.75'	S61°08'53"E
C48	11°42'29"	750.00'	155.88'	78.22'	155.60'	S41°48'00"E
C49	41°59'05"	280.00'	205.18'	107.44'	200.67'	S68°42'47"E
C50	14°30'33"	280.00'	70.90'	35.64'	70.72'	S54°58'31"E
C51	27°28'32"	280.00'	134.27'	68.45'	132.99'	S75°58'03"E
C52	41°59'05"	283.33'	214.95'	112.58'	210.17'	S68°42'47"E
C53	31°31'01"	200.00'	108.98'	55.88'	107.63'	S43°24'48"W
C54	30°27'18"	710.00'	377.39'	193.27'	372.97'	S74°13'02"W
C55	89°58'00"	25.00'	39.26'	24.99'	35.35'	S45°34'19"E
C56	0°05'30"	508.83'	4.92'	4.01'	4.92'	S03°28'14"W



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

LABEL	DESCRIPTION
1	EXISTING 10.0' SANITARY SEWER EASEMENT BOOK 5326 AT PAGE 439
2	15.0' WIDE PUBLIC UTILITY EASEMENT
3	60.0' WIDE DRAINAGE EASEMENT (CENTERED)
4	CONSERVATION EASEMENT
5	30.0' WIDE STORM SEWER AND DRAINAGE EASEMENT (CENTERED)
6	40.0' WIDE DRAINAGE EASEMENT
7	30.0' WIDE STORM SEWER AND DRAINAGE EASEMENT
8	20.0' SANITARY SEWER EASEMENT
9	20.0' WIDE STORM SEWER AND DRAINAGE EASEMENT (CENTERED)
10	20.0' SANITARY SEWER EASEMENT
11	20.0' WIDE STORM SEWER AND DRAINAGE EASEMENT
12	25.0' WIDE PUBLIC UTILITY AND LANDSCAPE EASEMENT
13	30.0' WIDE PUBLIC TRAIL AND DRAINAGE EASEMENT
14	15.0' WIDE PUBLIC UTILITY AND LANDSCAPE EASEMENT
15	NON-DEVELOPMENT BUFFER AREA

I CERTIFY THAT DURING THE MONTH OF JUNE, 2016, A SURVEY WAS MADE UNDER MY SUPERVISION OF OF AUDITOR'S PARCEL 2016047 IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA. SAID AUDITOR'S PARCEL 2016047 CONTAINS 60.56 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

GLEN D. MESNER
P.L.S.
MMS CONSULTANTS INC.
1917 SOUTH GILBERT STREET
IOWA CITY, IOWA 52246
PHONE: 319-351-8282

My license renewal date is December 31, 20__.

Pages or sheets covered by this seal: _____

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

Notary Public, in and for the State of Iowa.

LEGEND AND NOTES

- CONGRESSIONAL CORNER, FOUND
- CONGRESSIONAL CORNER, REESTABLISHED
- CONGRESSIONAL CORNER, RECORDED LOCATION
- PROPERTY CORNER(S), FOUND (OR RECORDED)
- PROPERTY CORNER(S), FOUND (OR RECORDED) SET
- 5/8" IRON PIN W/ YELLOW PLASTIC LS CAP
- EMBOSSED WITH "MMS"
- CLT
- PROPERTY &/OR BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, EXTERNAL
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING DIMENSIONS, PURPOSE NOTED
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS, PURPOSE NOTED
- (R)
- (M)
- C22-1

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS

A SUBDIVISION OF AUDITOR'S PARCEL 2016047 IN THE SE₄ - NW₁ - SW₁ - NW₄ - SE₄ AND THE SW₁ - NE₄ OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN

NORTH LIBERTY JOHNSON COUNTY IOWA

MMS CONSULTANTS, INC.
Date: 06-13-2016
Designed by: DAM Field Book No: 1055
Drawn by: RLW Scale: 1"=100'
Checked by: GDM Sheet No: 1
Project No: 1331399 of 1

Resolution No. 2017-105

RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING IMPROVEMENTS FOR SCANLON FARMS – NORTH RIDGE, NORTH LIBERTY, IOWA

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

WHEREAS, the owner, Scanlon Family, LLC, and the applicant, Scanlon Farms Development, LLC, 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 Scanlon Farms – North Ridge, as shown on the final plat and that Property Improvements, except for sidewalks, are hereby approved and accepted.

APPROVED AND ADOPTED this 22nd day of August, 2017.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Fats, Oils and Greases Ordinance Amendment



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 97 OF THE NORTH LIBERTY CODE OF ORDINANCES AMENDING SECTIONS 97.03, 97.04, 97.08 and 97.09 TO ESTABLISH REGULATIONS FOR FATS, OIL AND GREASE DISCHARGES

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

SECTION 1. AMENDMENT. CHAPTER 97, "Use of Public Sewers," of the North Liberty Code of Ordinances (2016) is hereby amended by repealing and adopting in lieu thereof new Sections 97.03, 97.04 and 97.08 to read as follows:

97.03
.....

5. Excessive B.O.D., Solids or Flow. Any waters or wastes having (a) a five-day biochemical oxygen demand greater than 213 parts per million by weight, or (b) containing more than 235 parts per million by weight of suspended solids, or (c) having an ammonia nitrogen level greater than 30 mg/l, or (d) having a chemical oxygen demand level greater than 300 mg/l, or (e) total organic carbon level greater than 140 mg/l or (f) total kjeldahl nitrogen level greater than 30 mg/l, (g) total fats/oil/grease level greater than 400 mg/l, or (h) ~~or (d) having a sulfate level greater than 200 mg/l, or (e)~~ having an average daily flow greater than two percent of the average sewage flow of the City, shall be subject to the review of the Superintendent. Where necessary in the opinion of the Superintendent, the owner shall provide, at the owner's expense, such preliminary treatment as may be necessary to (a) reduce the biochemical oxygen demand to 213 parts per million by weight, or (b) reduce the suspended solids to 235 parts per million by weight, or (c) reduce the ammonia nitrogen level to 30 mg/l, (d) reduce the chemical oxygen demand level to 300 mg/l, (e) or reduce the total organic carbon level to 140 mg/l, or (f) reduce the total kjeldahl nitrogen level to 30 mg/l, or (g) reduce total fats/oil/grease to 400 mg/l, or (h) ~~(d) or reduce the sulfate level to 200 mg/l, or (e)~~ control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Superintendent and Building Official, and no construction of such facilities shall be commenced until said approvals are obtained in writing.

97.04 RESTRICTED DISCHARGES.
.....

2. Fat, Oil, Grease (FOG). Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 400 mg/L total FOG, 100 milligrams per liter or 600 milligrams per liter of dispersed or other soluble matter.

97.08 TESTING OF WASTES. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of *Standard Methods for the Examination of Water and Wastewater*, published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable

samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, B.O.D., ammonia nitrogen, sulfate, ~~and~~ suspended solids, TKN, COD, TOC, and total FOG samples are obtained from 24-hour composites of all outfalls whereas pH's and temperature are determined from periodic grab samples.)

SECTION 2. AMENDMENT. CHAPTER 97, "Use of Public Sewers," of the North Liberty Code of Ordinances (2016) is hereby amended by repealing and adopting in lieu thereof new Section 97.09 to read as follows:

97.09 FAT, OIL, GREASE, SAND AND PETROLEUM PRODUCT TRAPS.

1. Maintenance Requirements.

A. All users shall maintain any fats, oil and grease (FOG) recovery system so that the discharges therefrom are in compliance with all applicable laws, rules and regulations. Users include but are not limited to owners, tenants and builders.

B. All non-automobile service facility FOG traps recovery systems shall have all floating material removed per a schedule approved by authorized agent of the City. All non-automobile service facility FOG traps and recovery systems shall be completely pumped out annually or when the contents thereof exceed the 25% Rule, as established and delineated by the Wastewater Department. All automobile service facility FOG traps and recovery systems shall be completely (100%) pumped out annually or when the contents thereof exceed the 25% Rule. Routine maintenance, annual maintenance and maintenance due to exceeding the 25% Rule shall include the complete recovery of all contents, including floating materials, wastewater and bottom sludge and solids. The frequency of maintenance may be increased to comply with the applicable daily maximum discharge limits, the manufacturer's recommendation, or the 25% Rule. The frequency shall be as often as necessary to prevent overflows of FOG from entering the *Utility's* wastewater collection system.

C. The Pump-and-Return Method of decanting or discharging of removed waste or wastewater back into the FOG recovery system is prohibited.

D. Removal of floating material from a FOG trap of less than 50 gallons may be performed by the owner of the FOG producing facility, provided said floating material is properly disposed of in accordance with

all applicable laws. Any removal and hauling of FOG as a result of the complete pumping of a FOG trap and all other FOG recovery systems shall be performed by a professional liquid waste hauler.

E. If any FOG recovery system discharge wastes fail to meet the applicable daily maximum limits, the City is authorized to require that the user repair, replace or upgrade its FOG recovery system at the sole expense of the user.

F. No user may place an additive of any type into the FOG trap or FOG recovery system.

2. Maintenance Records. Each user at each FOG producing facility shall maintain an accurate and complete record of all cleaning(s) or maintenance of its FOG producing facility's FOG recovery system, and shall file electronic copies of same with the Utility's Public Works Department per current procedures. Submissions will be made either weekly, monthly, quarterly, semi-annually, or annually, based on the service schedule. The following records shall be kept on-site at the FOG producing facility for a minimum two (2) year period:

A. Haulers. The hauler shall provide the FOG producing facility manager, at the time of service, a manifest conforming to all federal and state statutes and regulations, and the provisions of this Code.

B. Manifests. The removal of FOG recovery system contents shall be recorded on a manifest that identifies the pumping, hauling and disposing of the wastes, and whether collected from an interior or an exterior FOG recovery system.

C. Manifest Information. Each manifest shall contain the following information and such other information as may be required by State statute:

(1) User information, including name, address, the volume pumped from each FOG recovery system, and date and time of the pumping;

(2) Hauler information, including company name, address, state license/permit number, and disposal/receiving facility location information;

(3) Receiving facility information, including the facility name and address, date and time of receiving, and EPD number;

(4) A certification that the FOG trap or FOG recovery system was in working order. If not, deficiencies shall be listed; and

(5) A certification that the maintenance requirements, as set forth in Section 97.09 below, are being complied with by the user relative to the FOG trap or FOG recovery system.

D. Manifest/Maintenance Log. The owners of each FOG producing facility shall maintain and keep available on the premises a continuous log of manifests, FOG maintenance reports, and other similar records regarding each cleaning or maintenance of the FOG recovery system for the previous twenty-four (24) months. The log shall be kept on the FOG producing facility premises in a location where the log is available for inspection or review by the City.

E. Manifest/Maintenance Log Filing. The liquid waste hauler shall file manifests to the City or designated agent after each service. Manifest for FOG devices less than 50 gallon may be used by the FOG producing facility's owner or representative but manifests are still required. All submissions must be electronic along with fees associated with each submission.

3. Repairs. Any repair that is required for a FOG trap or recovery system shall be made by the user within thirty (30) days of the user receiving notice of the need for a repair from either the hauler, the owner, or the City.

~~97.09 ENHANCED OIL/GREASE SEPARATORS. New businesses, with increased potential for significant oil and/or grease discharge, connecting to the public sanitary sewer system may be required to install and maintain enhanced oil/grease separators in accordance with the following:~~

~~1. Specifications for Enhanced New Oil/Grease Separators.~~

~~A. The oil/grease separator must be a Freytech Ecoline B Enhanced Coalescing Oil Water Separator or an equivalent system approved by the City. The unit shall be designed by a licensed engineer with design and calculations approved by the City. The underground vault/storage unit shall be made of concrete and designed per Freytech specifications. The design of the underground storage unit shall be approved by the City.~~

~~B. Final construction of the storage unit and installation of the separator shall be approved by the City prior to any waste entering the sanitary sewer system.~~

~~C. The discharge line of the separator shall have a locking valve box and a resilient wedge plug valve that meets the City's Plumbing Code specifications, to be located in the City right-of-way.~~

~~2. Operation and Maintenance. The owner of the separator shall follow the operation and maintenance procedures of the unit and the written maintenance procedures provided by the City. The following maintenance procedure is to be included in all agreements to install new oil/grease separators for new connections to the public sanitary sewer system and will be effective once the separator/grease trap is operational and will remain in effect unless this procedure is modified by the City.~~

~~A. During the first four weeks of operation, the separator/trap shall be inspected weekly. A written report of each week's inspection shall be documented on the City's fats, oil, and grease (FOG) report form provided, and sent to the Superintendent within two weeks of the first month of operation.~~

~~A. Following the first month of operation, the separator/trap shall be inspected on a monthly basis at a minimum. The date inspected, filter status (oil/water separator), condition of the separator/trap, and the inspector of the unit shall be documented on the City's FOG report form provided. A record of all inspections and actions will be kept and a report will be provided to the Superintendent once every three months.~~

~~B. After a determination has been made of the required frequency for cleaning of the contents of the separator/trap, the owner shall provide the name and phone number of the company that is hired to clean out and haul the contents of the separator/trap. This information will be included on the FOG report submitted every three months.~~

~~C. The City may inspect and sample the separator/trap without notice at any time. If inspection of the separator/trap finds the unit to be in a nonfunctioning state of operation, the City has the right to shut down the discharge until the unit is in a satisfactory condition as determined by the City.~~

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

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

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the North Liberty *Leader* on the ____ day of _____, 2017.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2017-10

AN ORDINANCE AMENDING CHAPTER 97 OF THE NORTH LIBERTY CODE OF ORDINANCES AMENDING SECTIONS 97.03, 97.04, 97.08 and 97.09 TO ESTABLISH REGULATIONS FOR FATS, OIL AND GREASE DISCHARGES

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

SECTION 1. AMENDMENT. CHAPTER 97, "Use of Public Sewers," of the North Liberty Code of Ordinances (2016) is hereby amended by repealing and adopting in lieu thereof new Sections 97.03, 97.04 and 97.08 to read as follows:

97.03

.....

5. Excessive B.O.D., Solids or Flow. Any waters or wastes having (a) a five-day biochemical oxygen demand greater than 213 parts per million by weight, or (b) containing more than 235 parts per million by weight of suspended solids, or (c) having an ammonia nitrogen level greater than 30 mg/l, or (d) having a chemical oxygen demand level greater than 300 mg/l, or (e) total organic carbon level greater than 140 mg/l or (f) total kjeldahl nitrogen level greater than 30 mg/l, (g) total fats/oil/grease level greater than 400 mg/l, or (h) having an average daily flow greater than two percent of the average sewage flow of the City, shall be subject to the review of the Superintendent. Where necessary in the opinion of the Superintendent, the owner shall provide, at the owner's expense, such preliminary treatment as may be necessary to (a) reduce the biochemical oxygen demand to 213 parts per million by weight, or (b) reduce the suspended solids to 235 parts per million by weight, or (c) reduce the ammonia nitrogen level to 30 mg/l, (d) reduce the chemical oxygen demand level to 300 mg/l, (e) or reduce the total organic carbon level to 140 mg/l, or (f) reduce the total kjeldahl nitrogen level to 30 mg/l, or (g) reduce total fats/oil/grease to 400 mg/l, or (h) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Superintendent and Building Official, and no construction of such facilities shall be commenced until said approvals are obtained in writing.

97.04 RESTRICTED DISCHARGES.

.....

2. Fat, Oil, Grease (FOG). Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 400 mg/L total FOG.

97.08 TESTING OF WASTES. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of *Standard Methods for the Examination of Water and Wastewater*, published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall

be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, B.O.D., ammonia nitrogen, sulfate, suspended solids, TKN, COD, TOC, and total FOG samples are obtained from 24-hour composites of all outfalls whereas pH's and temperature are determined from periodic grab samples.)

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 - C. The Pump-and-Return Method of decanting or discharging of removed waste or wastewater back into the FOG recovery system is prohibited.
 - D. Removal of floating material from a FOG trap of less than 50 gallons may be performed by the owner of the FOG producing facility, provided said floating material is properly disposed of in accordance with all applicable laws. Any removal and hauling of FOG as a result of

the complete pumping of a FOG trap and all other FOG recovery systems shall be performed by a professional liquid waste hauler.

E. If any FOG recovery system discharge wastes fail to meet the applicable daily maximum limits, the City is authorized to require that the user repair, replace or upgrade its FOG recovery system at the sole expense of the user.

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SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____, 2017.

Second reading on _____, 2017.

Third and final reading on _____, 2017.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

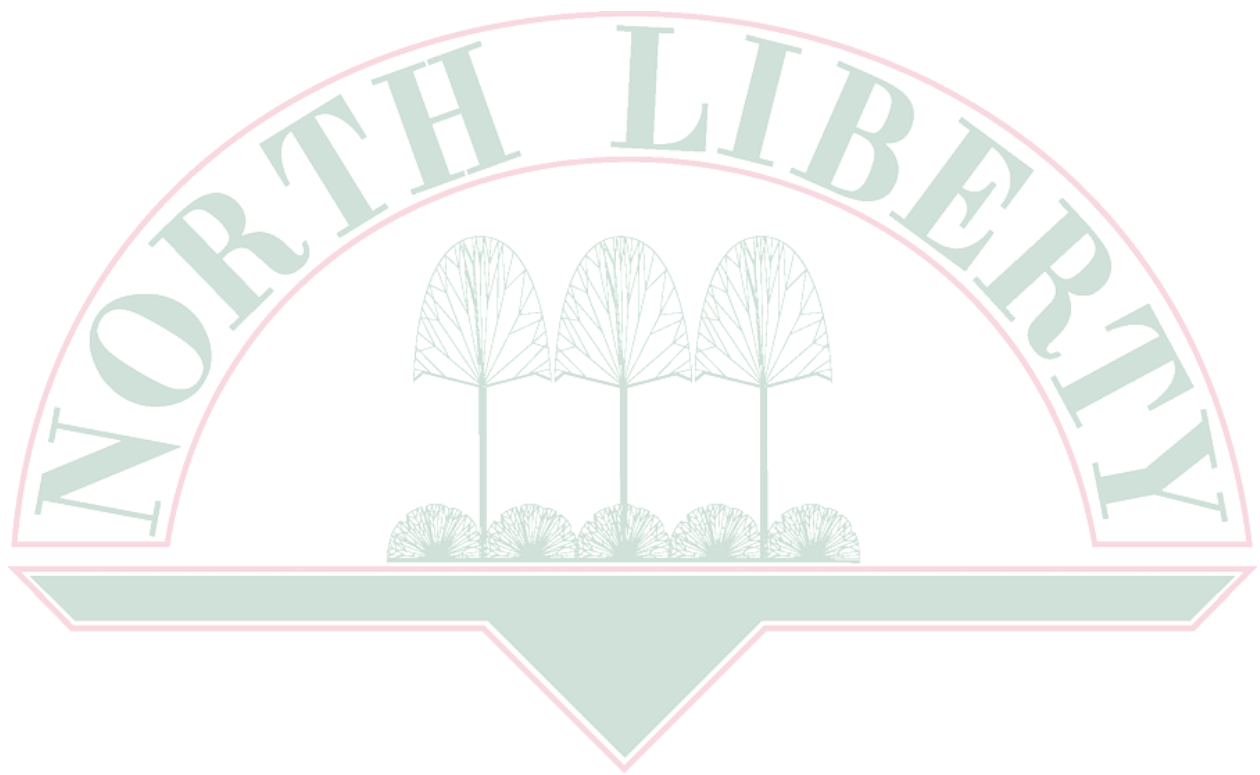
I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2017-10 in the North Liberty *Leader* on the ____ day of _____, 2017.

TRACEY MULCAHEY, CITY CLERK

Additional Information



North Liberty Community Library Board of Trustees

City Council Chambers, 1 Quail Creek Drive, North Liberty

Date: July 17, 2017

Board Members Present

Vice President: Bud Forbes

Members: Marcia Ziemer, Doug Neale, Jessica Beck

Library Director: Jennie Garner

Board Member Absent: John Heck

I. **Additions/Changes to the Agenda:** None

II. **Public Comment:** None

III. **Approval of Minutes:**

A. Month: May 2017

Marcia Ziemer moved: Doug Neale seconded. Minutes unanimously approved.

IV. **Reports:**

A. Budget—As of June 14th, the budget reached 95% of allotted funds. The fiscal year ended well as operations are getting streamlined to new building and programs.

B. Friends---Friends are doing fine financially with more fund raising, including good response with the contribution drive. Friends will contribute to needed flooring projects (“planks”) in adult, teen, and Storytime areas. The book sale went well. The Waffle Breakfast is scheduled for October 14th.

C. Director---New furniture for the teen area that better fits their needs. Security system will be started soon, with use of key pads and access control to benefit staff and patrons. Director Garner will be speaking at several major conferences this fall and she will be on the ARSL Board for a three year term. Lactation Room has new chair and the room is getting much use. The State of Iowa has switched database systems and the librarians are making necessary changes and learning the required changes to the system. The use of database systems in general will be evaluated and decisions will be made whether or not some can be discarded over time.

D. Staff Reports--- 3rd Baby Fair is being organized. Podcasts have been popular for getting word out. Question raised by Board member Ziemer to consider using podcasts with wider audiences such as teens and adults. Another topic from reports described a new “holds” area for individuals using a self-check format. The technology librarian is setting this up.

V. **Policy Review:**

A. Library Bylaws: Ziemer moved and Neale seconded with unanimous approval of By-Laws.

VI. **Old Business:** none

VII. **New Business:**

A. Board Training schedule: State Library Policy now requires 3 to 5 hours training for each Board member every year. Director Garner will put together suggestions for topics. Ideas for training might include sharing articles to be reviewed each month in 15 minute increments at end of regular meeting. This might involve board members finding a topics that can be shared with others.

VIII. **Other Business:**

Election of Officers: August 21, 2017 is the next scheduled Board meeting and election of officers will be on the agenda. Bud Forbes (current vice president) will preside at the meeting.

Prior to this meeting a one hour training for the Library Board members was conducted by the State Librarian, Beck Heil. The topics included: 1) planning for the future, 2) monitoring, 3) policy adoption, 4) evaluation, and 5) advocacy. Advocacy was the area of greatest focus.

Adjournment

A motion to adjourn by Neale and seconded by Ziemer. Approved adjournment at 7:20 PM.



NORTH LIBERTY PLANNING COMMISSION

Minutes

August 15, 2017

North Liberty City Council Chambers, 1 Quail Creek Circle

Roll Call

Chair Ronda Detlefsen called the August 15 North Liberty Planning Commission meeting to order at 6:30 p.m. Commission members present: Jennifer Bleil, Ronda Detlefsen, Adam Gebhart, Jason Heisler, and Kylie Pentecost; absent – Rebecca Keogh and Patrick Staber.

Others present: Dean Wheatley, Tracey Mulcahey, Megan Benischek and other interested parties.

Agenda Approval

Gebhart moved, Heisler seconded to approve the agenda. The vote was all ayes. The agenda was approved.

Jimmy Jack's Rib Shack Conditional Use

Staff Presentation

Wheatley presented the request from Adrian & Piper Enterprises LLC to approve a conditional use for outside eating at a new restaurant, Jimmy Jack's Rib Shack, located on Community Drive overlooking the Liberty Centre Pond. Staff recommends approval of the application.

Applicants Presentation

The applicant was not present.

Public Comments

No public comments were offered.

Questions and Comments

The Commission offered positive feedback on the application.

Recommendation to the Board of Adjustment

Pentecost moved, Bleil seconded to recommend approval of the Jimmy Jack's conditional use application to the Board of Adjustment. The vote was: ayes – Gebhart, Pentecost, Detlefsen, Heisler, Bleil; nays – none. Motion carried.

Approval of previous minutes

Bleil moved, Heisler seconded to approve the minutes from the previous meeting. The vote was all ayes. Minutes approved.

Old Business

Wheatley updated the Commission on GEICO's revised site plan.

New Business

Wheatley reported there are two cases for the next commission meeting.

Adjournment

At 6:36 p.m., Bleil moved, Gebhart seconded to adjourn. All ayes. Meeting adjourned.



North Liberty Communications Advisory Commission

Meeting Minutes

Monday, June 12, 2017

6:00 p.m. Regular Session

City Council Chambers, 1 Quail Creek Circle

1. Call to order.

Meeting called to order by Commissioners Arnold at 6 p.m.

2. Roll call.

Commissioners Arnold, Wells and Fields were present. Commissioners Gattas and Hoffman were absent. Also present were Nick Bergus, Jillian Miller and Megan Benischek.

3. Public comment for items not on the agenda

There was none.

4. Community bench marking survey.

Bergus outlined public response of the community bench marking survey and reported a less than 3% response rate so far. The group shared disappointment on only receiving a few hundred responses. Largely, the group believes this is from poor postal delivery through a mass mailing. While there is not a budget for another mailing, the survey will be shared for a second time on the city's social media, as a news post on the website and through a MailChimp email to subscribers to gain more responses.

5. Website redesign discussion

Bergus asked the group to provide feedback on the city's current website as a brainstorm for a new website wish list. Arnold shared interest in more streamlined connections between the library and recreation departments registrations and user accounts and the ability to customize what information residents would like to receive from the city via email on a consistent basis. Fields suggested making the tabs more clickable (rather than having to hover over options), highlighting the day's events on the homepage, and overall simplifying the site as to not duplicate information. Wells is interested in a more user-friendly calendar of events and site search ability. The group was interested in an FAQ section of the website and exploring the option of including a live feed of city's social networks.

6. Staff report.

Staff reported on a new communications assistant, the community bench marking survey, network upgrades, and upcoming events. Details can be found in the packet.

7. Approval of minutes.

Wells moved, and Fields seconded for approval of May's meeting minutes.

8. Old business.

None.

9. New business.

New commissioners for the Communications Advisory Commission will be joining at the next meeting.

10. Next meeting date.

The next meeting will be held on August 7, 2017.

11. Adjourn.

Wells moved and Fields seconded to adjourn at 6:38 p.m. will all in favor.

How do you make 17,000 people happy?



Bring lots of **food, music and fun** together in the heart of the North Liberty on a beautiful day in July.

At least that's how we did it.

"I am so glad we stumbled upon this festival! We're not from the area, but **I can assure you we'll be back,**" wrote Kelli Samson in a five-star review. "**Excellent food and music**, family friendly and not too crowded. The set up was very well thought out. Fastest beer line I've ever been in, and great craft choices. Hand washing stations, free water and sunscreen, and compostable plates and cutlery are an awesome bonus that really put the **icing on the cake.**"

While we like to hang our hats on the big stuff — like **giving thousands of kids tons of free fun stuff to do** and hosting **great performances** including this year's headliner **Anderson East** — it's nice to know the small things get noticed, too.

In 2017, we **expanded our schedule**, starting earlier and offering **more entertainment for kids** including balloon animals, **choreographed stunt kites** and a second tent filled with hands-on crafts. Adding a third service line for craft beer sped guest through our beverage garden, while our **first-ever shuttle program** ran all day to get visitors in quickly from off-site parking lots and was well received by patrons.

Our volunteer workforce gave **more than 1,000 hours of service**, and our volunteer program resulted in **donations to eight local organizations**. For the second year, our pitmasters and food purveyors all used compostable serviceware, and we **diverted 3,500 pounds of waste from the landfill**, a 75% increase from the previous year.

More than **98% of attendees rated Blues & BBQ good or great** on a post-event survey, an improvement over 2016's already stellar response by six percentage points.

The addition of **the Pig & Pint Prelude**, a preview held on the eve of the full Saturday slate, was enjoyed by more than 200 guests who gathered for **an intimate show and hog roast** with friends, coworkers and neighbors.

With your support, 17,000 people had a great day in our community. **Thank you** for making North Liberty Blues & BBQ possible.

"This festival really knows how to do things right. Will definitely go back next year."

— Mike Allen via Facebook




Now onto Blues & BBQ at @northliberty Crazy big crowd; congrats on the epic-sized event, North Liberty!!
 @ZacharyBerg


Of course, it's Blues and Barbecue — why wouldn't everyone in North Liberty come?
 Draven Ladehoff, 9,
 via *The Daily Iowan*


**1,204 swipes
 805 uses
 23,100 views**
 Snapchat




What a fantastic festival going on for families at North Liberty Blues & BBQ! Free admission, plentiful playtime, wonderful food(s), refreshing beer(s) and the best blues. Catch a free shuttle from parking like we did—they run every 10 minutes!
 Scott Sanborn




Great time with friends at North Liberty Blues & BBQ
 Cindy Knebel




We always have a great time at Blues and BBQ! I loved the addition of the shuttles this year. Great idea!
 Liz Homuth


Huge crowd on a beautiful night at @northliberty @bluesandbbq Congratulations on the great event and cool composting
 @JanelleRettig



EPIC rocking it at the North Liberty Blues & BBQ beer garden, which is a pretty awesome one by the way.

Kim Casco



Had a blast soaking up the sun and live jams at @bluesandbbq. Great event. Well done, folks.

@harperLharper



You've outdone yourself again @bluesandbbq

@IACraftBeerTent

I volunteered with parking with my husband. First time. I had so much fun visiting the other volunteers and the patrons of the festival. I was impressed by the number of volunteers. That was wonderful. We were getting compliments from the visitors who were very happy with the set up and said don't change a thing, whatever were doing this year was working out great. Don't change it.

This festival is always so much fun. The food is always good, great choices and the music was awesome. Looking forward to 2018. A big thank you to the organizers and ALL the great volunteers who came and help this to be a very successful event even though it was a hot one!

Tonya Daniel

@AndersonEast @bluesandbbq Well done good sir, well done.

@tehRooster

Blues and BBQ has grown into a fixture on not only the North Liberty calendar but for people throughout Johnson County and beyond.

Iowa City Press-Citizen



2017 MARKETING REACH

Television

- 293 showings of our 30-second ad in June and July on Mediacom channels, covering the Cedar Rapids, Iowa City, Waterloo and Dubuque market
- 83 showings of our 30-second ad in June and July on KGAN and KFXA, covering the Cedar Rapids, Iowa City, Waterloo and Dubuque market
- 2 interviews on KGAN leading up to the event
- 1 interview on KCRG leading up to the event



Print

- 5,000 handbills distributed in high-traffic areas throughout North Liberty, Iowa City, Coralville and Cedar Rapids
- 200 posters hung in high-traffic areas throughout North Liberty, Iowa City, Coralville and Cedar Rapids
- 2 full-color ads in *Little Village* magazine
- 1 full-color ad in the *Iowa City Press-Citizen's* Summer of the Arts Guide to Jazz Festival
- 1 full-color cover in Linn County Blues Society's *Bluespaper*
- Previews in *The Gazette*, *North Liberty Leader*, and *Iowa City Press-Citizen*
- Inclusion in the City of North Liberty's June and July newsletters
- 15,000 4-page full-color official event guides inserted in July mailing of North Johnson County Newspaper and distributed at the event



Billboards

- Interstate 380 in Cedar Rapid at mile marker 28A from June 16 to July 8
- Intersection of Collins Road and C Avenue in Cedar Rapids from June 12 to July 8
- Penn Street at Community Drive and Cherry Street at Community Center in North Liberty before and during Another Episode events in May and June



We kicked off kid's activities two hours earlier this year, allowing families to join us before afternoon naps. Expanded options included balloon artists and choreographed stunt kites. The Diaper Depot, an annual parents' favorite, offered a shaded space for diaper changing, nursing and more.

Digital

- 7 email announcements each to 2,201 subscribers
- 805 total uses of our custom Snapchat filters
- 23,100 views of our custom Snapchat filters
- 11,000+ unique visitors to northlibertyblues.org in the 30 days surrounding the event
- 174,096 impressions on Facebook in June and July
- 8,764 impressions on Twitter in June and July
 - BBQ Bucks giveaway campaign on KZIA's Facebook page
 - KZIA website and calendar
 - Included in Think Iowa City's email announcements, social pages and online calendar of events
- 2 banner placements in *Little Village's* The Weekender email to 6,500 subscribers
- 15,000 ad impressions on *Little Village* magazine's website
- 5,000 ad impressions on the *Iowa City Press-Citizen's* website

Radio

- 9 30-second ads on KZIA
- 20 live liners on KZIA
- 42 30-second ads on KCJJ
- 7 30-second ads on KFMH
- 3 interviews on KCJJ

Miscellaneous

- 100 yard signs throughout North Liberty
- 385 volunteer T-shirts
 - Promotional display in North Liberty Community Center lobby for months of June and July
- 4 shuttle stop flags
- 9 mentions proceeding and following live performances on stage, including headliner
- 2 10-foot by 3-foot banners placed at the North Liberty Community Center and Aquatics Center in the month leading up to the event and in the park on July 8



Music fans of all ages— 17,000 all day— joined us for a high-energy show from headliner Anderson East, great barbecue from 16 purveyors and the company of friends and neighbors. We're all ready looking forward to next year's edition, scheduled for July 14, 2018.