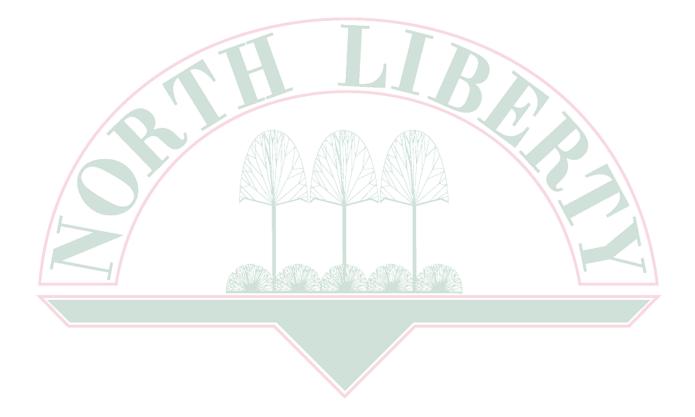


North Liberty City Council Regular Session October 10, 2017

City Administrator Memo





Meetings & Events

Tuesday, Oct 10 at 6:30p.m. City Council

Wednesday, Oct 11 at 7:00p.m. Tree & Storm Water Board

Monday, Oct 16 at 7:00p.m. Library Board

Monday, Oct 16 at 4:00p.m. Joint Government Meeting

Tuesday, Oct 24 at 6:30p.m. City Council

City Council Memo

for October 10, 2017 from the desk of Ryan C. Heiar

Consent Agenda

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

- City Council Minutes (09/26/17)
- Claims
- Phase 1 Water System Improvements Division I Water Treatment Plant, Pay Application #12, Portzen Construction, Inc., \$1,206,466.71
- Phase 1 Water System Improvements Division I Water Treatment Plant, Change Order #7, Portzen Construction, Inc., \$8,895.00
- Phase II WWTP Improvements, Pay Application #25R, Tricon Construction Group, \$71,972.38
- North Liberty Road Project, Pay Application # 8, Metro Pavers, \$195,375.78

Liberty High Homecoming Parade

The Liberty High administration team has been working with the North Liberty Police Department to plan a homecoming parade route. Staff recommends approval of the resolution, authorizing a street closure on October 17 between the hours of 5:45pm and 6:45pm for Liberty High's first homecoming parade.

Lot 20, Dahnovan Estates Site Plan

This request from Dahnovan Builders to approve a site plan for multifamily property is located at the northwest corner of Tartan Drive and North Liberty Road, west of Scanlon Farms – North Ridge single family neighborhood. The zoning is RM-8, multi-family, and this site is part of a larger overall property that extends west and north and includes commercial, duplex, single-family, and additional multi-family zoning.

This plan proposes 23 units on 2.76 acres, a density of 5,227 square feet of land per unit, while the minimum number of square feet per unit allowed in the RM-8 district is 5,000. It was recommended for approval by staff and by the Planning Commission at their meeting on October 3.

Ryan C. Heiar, City Administrator

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

Highway 965 (Ranshaw Way) Phase 3, Project Easements

This project requires temporary and permanent easements and/or land acquisition from 14 property owners adjacent to Ranshaw Way. Staff has made contact with all of the property owners for which an easement or acquisition is needed and has secured easements from four property owners to date:

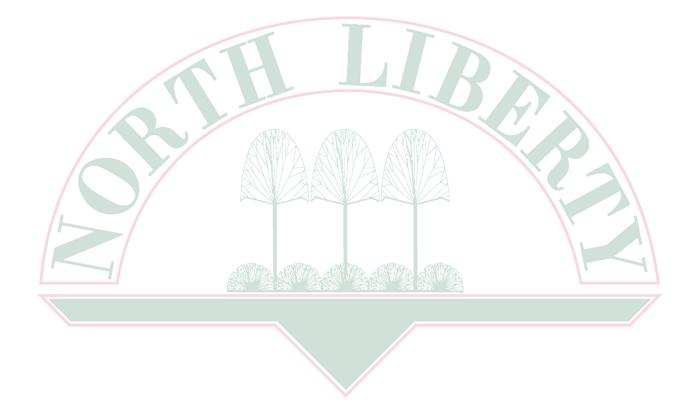
		Type of	
Name	Address	Easement	Cost
North Liberty Post Office Property, L.C.	75 Commercial Drive	PL/TC	\$2,193.00
North Liberty Medical Building Partnership, L.L.P.	585 W Cherry St	PU/PL	\$10,000.00
Washco, L.L.C. (Oasis Car Wash)	410 Community Drive	PL/TC	\$931.80
KAH IV, LLC (Family Video/Marco's Pizza)	415 Community Drive	PL/TC	\$936.00
PL = permanent landscape easement			
PU= permanent utility easement			
TC = temporary construction easement			

The above mentioned easements are included in your packet and recommended for approval.

Fats, Oil & Grease Fees

Now that a new Fats, Oil and Grease ordinance is in place, staff is requesting and recommending approval of a fee schedule. The proposed resolution sets the maximum fee at an amount not to exceed \$50 annually. Fees paid by the business will depend on how many times a year they are required to service their trap. For example, a business with a smaller trap may be required to clean it monthly at a cost of \$3.95/month, while a business with a larger trap may only need to clean it twice annually for a semi-annual fee of \$7.95.







AGENDA

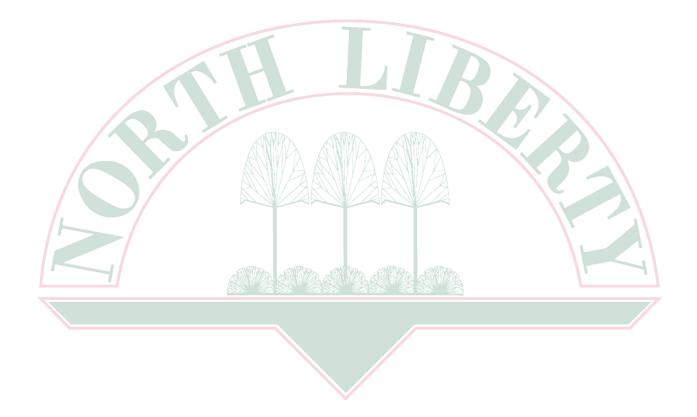
North Liberty City Council October 10, 2017 Regular Session 6:30 p.m. City Council Chambers 1 Quail Creek Circle

- 1. Call to order
- 2. Roll call
- 3. Approval of the Agenda
- 4. Consent Agenda
 - A. City Council Minutes, Regular Session, September 26, 2017
 - B. Claims
 - C. Phase I, Water Treatment System Improvements Division 1 Water Treatment Plant, Pay Application Number 12, Portzen Construction, Inc., \$1,206,466.71
 - D. Phase I, Water Treatment System Improvements Division 1 Water Treatment Plant, Change Order Number 7, Portzen Construction, Inc., \$8,895.00
 - E. Phase II WWTP Improvements, Pay Application Number 25R, Tricon Construction Group, \$71,972.38
 - F. North Liberty Road Improvements Project, Pay Application Number 8, Metro Pavers, \$195,375.78
- 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. Lot 20, Dahnovan Estates Site Plan
 - A. Staff and Commission recommendations
 - B. Applicant presentation
 - C. Resolution Number 2017-112, A Resolution Approving the Development Site Plan for Lot 20, Dahnovan Estates, North Liberty, Iowa
- 13. Highway 965, Phase 3
 - A. Resolution Number 2017-113, A Resolution approving the Temporary Construction Easement Agreements and Public Easement Agreements for the Highway 965 (Ranshaw Way), Phase 3 Improvement Project between numerous property owners and the City of North Liberty, Johnson County, Iowa
- 14. Fats, Oil and Grease Fees
 - A. Resolution Number 2017-114, A Resolution establishing Fats, Oil and Grease Manifest and Maintenance Record Fees
- 15. Liberty High School Parade Road Closure
 - A. Resolution Number 2017-115, A Resolution authorizing Temporary Street Closings in connection with the Liberty Fest Parade on October 17, 2017
- 16. Old Business
- 17. New Business
- 18. Adjournment

Consent Agenda





Minutes

North Liberty City Council September 26, 2017 Regular Session

<u>Call to order</u>

Mayor Terry Donahue called the September 26, 2017 Regular Session of the North Liberty City Council to order. Councilors present: Chris Hoffman, Sarah Madsen, Annie Pollock, and Brian Wayson; absent: Jim Sayre.

Others present: Ryan Heiar, Tracey Mulcahey, Kevin Trom, Dean Wheatley, Chief Diane Venenga, Megan Benischek and other interested parties.

Approval of the Agenda

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

<u>Consent Agenda</u>

Pollock moved, Madsen seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on September 12, 2017; the attached list of Claims; August Revenues; August Treasurer Report and Pay Application Number 8 for the Phase I-Water System Improvements: Division III-Well Construction and Rehabilitation to Gingerich Well & Pump Service in the amount of \$84,486.82. The vote was all ayes. Agenda approved.

<u>Public Comment</u>

No public comment was offered.

<u>City Planner Report</u>

City Planner Wheatley had no report and offered to answer questions.

City Engineer Report

City Engineer Trom reported that the North Liberty Road Project, Phase 2 reached substantial completion on Friday. The final walk through is tomorrow. Depending on how the walk through goes, the road could be open as soon as tomorrow.

Assistant City Administrator Report

Assistant City Administrator Mulcahey reported on the training she attended in Washington DC.

City Administrator Report

City Administrator Heiar reported on the Highway 965, Phase 2 Project that is still open. Staff will be meeting with IDOT and the contractor next week to discuss close out.

<u>Mayor Report</u>

Mayor Donahue reported on the Crisis Intervention Report. He and Heiar attended the MPOJC meeting last week. The State is covering the rescission of State Highway funds from the Federal government. The Transit Committee met last night. The Committee wants to investigate routes to Coralville and Iowa City.

Police Department Design

Heiar presented information on the contract for design of the new Police Department. PFDG will cover the first \$20,000 of civil engineer and city will fund the remainder. Council discussed the contract with staff. Madsen moved, Pollock seconded to approve Resolution Number 2017-111, A Resolution Approving the Contract for Design Services for a North Liberty Police Station between Police Facility Design Group, P.A. and the City of North Liberty, Iowa with the inclusion of the amendment regarding funding civil engineering. After discussion, the vote was: ayes – Madsen, Wayson, Pollock, Hoffman; nays – none. Motion carried.

<u>Squash Bend Easement</u>

Wheatley presented information regarding the easement. Hoffman moved, Madsen seconded to approve Resolution Number 2017-112, A Resolution approving the Sanitary Sewer and Water Main Easement Agreement between Centro, Inc. and the City of North Liberty, Iowa. The vote was: ayes – Pollock, Madsen, Hoffman, Wayson; nays – none. Motion carried.

Fats, Oil and Greases Ordinance Amendment

Pollock moved, Hoffman seconded to approve the third consideration and adoption 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. The vote was: ayes – Wayson, Pollock, Hoffman, Madsen; nays – none. Motion carried.

<u>Old Business</u>

Councilor Pollock recognized the two North Liberty residents on the CBJ 40 under 40 list this year, Councilor Madsen and Jillian Miller.

<u>New Business</u>

No old business was presented.

<u>Adjournment</u>

Mayor Donahue adjourned the meeting at 6:48 p.m.

CITY OF NORTH LIBERTY

By:

Terry L. Donahue, Mayor

Attest:

Tracey Mulcahey, City Clerk

Applicant	icense Application (LC0036492)	
Name of Applic	ant: <u>J & A Tap Inc</u>			
Name of Busine	ess (DBA): <u>J & A Tap</u>			
Address of Prei	mises: 440 N Dubuque	e Street North		
City North Libert	Cour	nty: <u>lowa</u>		Zip: <u>52317</u>
Business	<u>(319) 626-3033</u>			
Mailing	<u>PO Box 555</u>			
City North Libert	t⊻ Sta	ate <u>IA</u>		Zip: <u>52317</u>

Contact Person

Name John Hruby		
Phone: (319) 631-4000	Email	lynnaf22@yahoo.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: <u>11/01/2017</u>

Expiration Date: <u>10/31/2018</u>

Privileges:

<u>Catering Privilege</u> <u>Class C Liquor License (LC) (Commercial)</u> <u>Outdoor Service</u> <u>Sunday Sales</u>

Status of Business

BusinessType: Privately Held Corporation						
Corporate ID N	Corporate ID Number: XXXXXXXXX Federal Employer ID XXXXXXXXX					
Ownership	Ownership					
John Hruby						
First Name:	<u>John</u>		Last Name:	<u>Hruby</u>		
City:	North Libe	erty	State:	lowa	Zip:	<u>52317</u>
Position:	<u>Owner</u>					
% of Ownership	: <u>50.00%</u>		U.S. Citizen: `	Yes		
Amanda Lynn-H	ruby					
First Name:	<u>Amanda</u>		Last Name:	Lynn-Hruby		
City:	North Libe	<u>erty</u>	State:	<u>lowa</u>	Zip:	<u>52317</u>
Position:	<u>Owner</u>					
% of Ownership	% of Ownership: <u>50.00%</u> U.S. Citizen: Yes					

Insurance Company Information

Insurance Company:	Illinois Casualty Co		
Policy Effective Date:	11/01/2017	Policy Expiration	10/31/2018
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expir	ation 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. J & A Tap, Inc. Legal Name of Applicant: J&A Tap Name of Business (DBA): 440 N. Dubuque St. North Liberty IA Address of Business: 319-631-4000 John Hruby **Business Phone & Email:**

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 He	alth Official	Jan 8/31/17
State of Iowa ABD License:	North Liberty Permit:	License Expiration Date:

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

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

Legal Name of Applicant:	J & A Tap, Inc.
•	J & A Tap
	440 N. Dubuque St. North Liberty IA
Business Phone & Email:	319-631-4000 John Hruby

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 Palm	ner
------------------------	-----

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: 2017.08.31 10:43:55 -05'00'

North Liberty Fire Department:

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

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official

State of Iowa ABD License: _



North Liberty Police Department

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

September 28, 2017

Liquor License Check

Business: J&A Tap 440 N. Dubuque Street North Liberty, IA 52317

Owners:	John Hruby	(DOB: 1967)
	Amanda Hruby	(DOB: 1962)

A record check of the above business shows contact with the North Liberty Police Department by the business name and the business address. From October 15th, 2016 until the above date, many of the calls for service are officer initiated type activity. This would include bar/business checks and contact in the parking lot with subjects.

Listed below are other calls:

Assault/Fight – 7 Intoxication calls – 3 Alarms – 3 Noise calls - 1

The majority of the other calls have been at the request of employees and the owners of the business for police assistance. The owners continue to keep the police department aware of activity, restrict customers that have caused problems, and police their business on their own.

I would recommend the council renew the liquor license permit.

Completed by Sergeant Chris Shine

EJC	CDC Z	Col	atractor's Application	1 for Payment No.	. 12
	S JOINT CONTRACT	Application Period:	5/31/2017	Application Date:	9/30/2017
To (Owner):	City of North Liberty 3 Quail Creek Circle North Liberty, Iowa 52317		Portzen Construction, Inc. 205 Stone Valley Drive Dubuque, Iowa 52003	Via (Engineer):	FOX Engineering 414 South 17th Street, Suite 107 Ames, Iowa 50010
Project:	Phase I Water System Improvements Division 1 - Water Treatment Plant	Contract:			
Owner's Co	ontract No.: None	Contractor's Pr	roject No.: #16-29	Engineer's Project No.:	3373-15A

Application For Payment Change Order Summary

	Change Order Sommary				
proved Change Orders		<u></u>	1. ORIGINAL CONTRACT PRICE		
Number	Additions	Deductions	2. Net change by Change Orders		
COR 1	\$26,585.00	\$1,805.00	3. Current Contract Price (Line 1 ± 2)		
COR 2	\$24,352.00		4. TOTAL COMPLETED AND STORED TO DATE		
COR 3		\$41,737.00	(Column F total on Progress Estimates)		
COR 4		\$61,625.00	5. RETAINAGE:		
COR5	\$20,635.00		a. 5% X 6,629,560.80 Work Completed		
COR 6	\$40,414.00	\$20,384.00	b. 5% X 1.097,747.93 Stored Material		
			c. Total Retainage (Line 5.a + Line 5.b)		
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)		
TOTALS	\$111,986.00	\$125,551.00	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		
NET CHANGE BY CHANGE ORDERS	-\$13,565,00		8. AMOUNT DUE THIS APPLICATION		

Contractor's Certification 1,206,466.71 The undersigned Contractor certifies, to the best of its knowledge, the following: Payment of: (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 (Line 8 or other - attach explanation of the other amount) 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 non 10 - 3 - 17wen is recommended by 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 (Engineer) (Date) 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. Payment of: -5 (Line 8 or other - attach explanation of the other amount) is approved by: (Owner) (Date) **Contractor Signature** By: Date: Approved by: Jayme Kluesner, 10/3/2017 Controll Funding or Financing Entity (if applicable) (Date)

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Page 1 of 1

Change Order No.

Date of Issua	ance: 10-4-17	Effective Date:	10-10-17
Owner: City of North Liberty		Owner's Contract No.:	
Contractor: Portzen Construction, Inc.		Contractor's Project No	.: 16-29
Engineer: FOX Engineering		Engineer's Project No.:	3373-15A
Project:	Phase I Water System Improvements Div. I Water Treatment Plant	Contract Name:	

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

- **Item 1** Change Storefront Window System to Curtainwall Window System: The windows on the east side of the water plant, at the training room and vestibule, need to be revised to a curtainwall system since the windows are too large to for the storefront to handle. See Contractor Change Order Request (COR) 36R1. Add \$5,303
- Item 2 Landscaping Modifications: Modify the landscaping design at the Well 8 & 9 site per Change Proposal Request (CPR) #20 and Portzen Construction's Change Order Request (COR) # 37. See Work Change Directive (WCD) 6. Add \$3,592

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES								
Original Contract Price: \$ <u>13,449,000.00</u>	Original Contract Times: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>								
Increase from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$ (13,565.00)	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>								
Contract Price prior to this Change Order: \$13,435,435.00	Contract Times prior to this Change Order: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>								
Increase of this Change Order: \$ <u>8,895.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>								
Contract Price incorporating this Change Order: \$13,444,330.00	Contract Times with all approved Change Orders: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>								
By: Alevent hopen By:	ACCEPTED:By: $Math Lage Contractor (Authorized Signature)$ Title $Project Manager$ Date $10 - 4 - 2 or 7$								

Attachments: Contractor COR 36R1 and 37; CPR 20; WCD 6

EJCDC C-941, Change Order.
repared and published 2013 by the Engineers Joint Contract Documents Committee.
Page 1 of 2

Appro	ved by Funding Agency (if
applic	
By:	

Title:

Date:

EJCDC[®] C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee. Page 2 of 2

EJ(CDC	Contractor's Application for	25R			
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application 9/01/17 - 9/30/17 Period:	Application Date:	9/27/2017		
To (Owner):	City of North Liberty, 3 Quail Creek Circle, North Liberty, IA 52317	From (Contractor): Tricon Construction Group, Dubuque, IA 52001	Via (Engineer):	Fox Engineering Inc 414 S St, Ste 107, Ames IA		
Project:	Phase II WWTP Improvements City of North Liberty	Contract: Phase II WWTP Improvements				
Owner's Contract No.:		Contractor's Project No.: 15-012-IA				

Application For Payment

	Change Order Summary	the second se							
Approved Change Orders			1. ORIGINAL CONTRACT PRICE	\$ \$15,621,000.0					
Number	Additions	Deductions	2. Net change by Change Orders	\$ \$353,006.45					
1	\$3,862.41		3. Current Contract Price (Line 1 ± 2)	\$ \$15,974,006.4					
2	\$23,001.91		4. TOTAL COMPLETED AND STORED TO DATE						
3	\$6,448.07		(Column F total on Progress Estimates)	\$ \$15,719,834.6					
4	\$9,908.71		5. RETAINAGE:						
5	\$62,335.01	1	a. 5% X \$15,630,077.21 Work Completed	\$ \$781,503.86					
6	\$3,942.11		b. 5% X \$89,757.45 Stored Material	-					
7	\$9,069.92		c. Total Retainage (Line 5.a + Line 5.b)						
8		\$928.64	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)						
9 thru 14	\$235,366.95		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)						
			8. AMOUNT DUE THIS APPLICATION	-					
TOTALS	\$353,935.09	\$928.64	9. BALANCE TO FINISH, PLUS RETAINAGE	0,10,100					
NET CHANGE BY	c2.52.1		(Column G total on Progress Estimates + Line 5.c above)						
CHANGE ORDERS	\$353,0	006.45		\$\$\$\$\$\$\$\$\$\$\$\$					
Contractor's Certification The undersigned Contractor certii (1) All previous progress paymen have been applied on account to o the Work covered by prior Applic (2) Title to all Work, materials an covered by this Application for Pr Liens, security interests, and encu- indemnifying Owner against any	fies, to the best of its knowledge, t ts received from Owner on accoun discharge Contractor's legitimate of cations for Payment; d equipment incorporated in said ayment, will pass to Owner at time umbrances (except such as are cow such Liens, security interest, or en	the following: at of Work done under the Contract bligations incurred in connection with Work, or otherwise listed in or e of payment free and clear of all ered by a bond accentable to Owner	Payment of: \$71,972.38 (Line 8 or other - attach explanation of the	e other amount) 10/3/201 (Date)					
Contractor's Certification The undersigned Contractor certif (1) All previous progress paymen have been applied on account to o the Work covered by prior Applic (2) Title to all Work, materials an covered by this Application for Pa Liens, security interests, and encu indemnifying Owner against any (3) All the Work covered by this A	fies, to the best of its knowledge, t ts received from Owner on accoun discharge Contractor's legitimate of cations for Payment; d equipment incorporated in said ayment, will pass to Owner at time umbrances (except such as are cow such Liens, security interest, or en	the following: at of Work done under the Contract bligations incurred in connection with Work, or otherwise listed in or e of payment free and clear of all ered by a bond acceptable to Owner cumbrances): and	Payment of: S	e other amount) 10/3/201 (Date)					

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Page 1 of 1

NORTH LIBERTY ROAD IMPROVEMENTS PROJECT NORTH LIBERTY, IA PROJECT NO. 116162-0

TEM #	ITEM NAME	QTY	UNIT	UN	IT PRICE	E	XTENSION	PREVIOUS	QTY	AMOUNT	%	QTY	-	AMOUNT	JTD %
1	Clearing and Grubbing	1,518	UNIT	\$	16.25	\$	24,672.38	1611.5	10000	\$ -	0%	1611.5	\$	26,186.88	106%
2	Excavation, Class 10, Roadway and Borrow	83,331	CY	\$	2.33	\$	194,161.23	82331	1,015.00	\$ 2,364.95	1%	83346	\$	194,196.18	1009
3	Topsoll, Strip, Salvage and Spread	20,127	CY	\$	2.88	\$	57,965.76	18911	1,216.00	\$ 3,502.08	6%	20127	\$	57,965.76	1009
4	Subgrade Stabilization	23,015	SY	\$	8.39	\$	193,095.85	23954.78	C. C. C. C. C.	\$ -	0%	23954.78	\$	200,980.60	1049
5	Modified Subbase	4,240	CY	\$	28.00	\$	118,720.00	4240	1.4.1	\$ -	0%	4240	\$	118,720.00	1009
6	Shoulder Finishing, Earth	6.5	STA	\$	260.00	\$	1,690.00	0	6.50	\$ 1,690.00	100%	6.5	\$	1,690.00	1009
7	Macadam Stone Base	455	TON	\$	19.85	\$	9,031.75	273.73		\$ -	0%	273.73	\$	5,433.54	604
8	Relocation of Mail Boxes	9	EA	\$	250.00	\$	2,250.00	4	4.50	\$ 1,125.00	50%	8.5	\$	2,125.00	949
9	STD or Slip Form PCC Pavement, CL C, CL 3 Durability, 7 In. STD or Slip Form PCC Pavement, CL C, CL 3	115	SY	\$	39.00	\$	4,485.00	50	50.00	\$ 1,950.00	43%	100	s	3,900.00	874
10	Durability, 9 In.	19,420	SY	s	35.80	\$	695,236.00	19290	132.00	\$ 4,725.60	1%	19422	\$	695,307.60	100
11	Surfacing, Drivoway, Class A Crushed Stone	455	TON	\$	21.15	\$	9,623.25	388.78		s -	0%	388.78	s	8,222.70	85
12	Removal of Sign	4	EA	\$	50.00	\$	200.00	0	4.00	s 200.00	100%	4	\$	200.00	100
13	Removals, As Per Plan	1	LS	\$	3,500.00	\$	3,500.00	1		s -	0%	1	\$	3,500.00	100
14	Aprons, Concrete, 15 In. Dia.	3	EA	\$	650.00	\$	1,950.00	3		s -	0%	3	\$	1,950.00	1005
15	Aprons, Concrete, 18 In. Dia.	6	EA	\$	700.00	\$	4,200.00	6	2.00	\$ 1,400.00	33%	8	\$	5,600.00	1339
16	Aprons, Concrete, 24 In. Dis.	1	EA	\$	825.00	\$	825.00	1		s -	0%	1	\$	825.00	1009
17	Aprons, Concrete, 48 In. Dia.	1	EA	\$	1,600.00	\$	1,600.00	1		s -	0%	1	\$	1,600.00	100%
18	Aprons, Concrete, 54 In. Dia.	2	EA	s	1,700.00		3,400.00	2		\$	0%	2	\$	3,400.00	1009
19	Aprons, Concrete, 60 In. Dia.	2	EA	\$	2,250.00		4,500.00	2		\$ -	0%	2	\$	4,500.00	1009
	Apron, Low Clearance Concrete, Equivalent Diameter	5					A SUT AL				001	-			1000
20	24 In.	20	EA	\$	800.00		16,000.00	20		•	0%	20	\$	16,000.00	1003
21	Manhole, Storm Sewer, SW-401, 60 In.	2	EA	\$	3,650.00		7,300.00	2		\$ -	0%	2	\$	7,300.00	1009
22	Manhole, Storm Sewer, SW-401, 108 In.	1	EĄ	S	16,200.00		16,200.00	1		\$ -	0%	1	\$	16,200.00	100%
23	Intake, SW-509	3	EA	S	3,800.00		11,400.00	1	2.00	\$ 7,600.00	67%	3	\$	11,400.00	1009
24	Intake, SW-512, 24 In.	2	EA	\$	10.00	\$	3,200.00	2 .		\$ -	0%	2	\$	3,200.00	100%
25	Intake, SW-512, 36 In.	1	EA	S	5,000.00	\$	5,000.00	- 1		\$ -	0%	1	\$	5,000.00	100%
26	Intake, SW-513 - 36*x48"	1 .	EA	s	3,400.00	\$	3,400.00	1		\$ -	0%	1	\$	3,400.00	100%
27	Intake, SW-513 - 36*x42"	1	EA	\$	3,400.00	\$	3,400.00	1		\$ -	0%	1	\$	3,400.00	100%
28	Intake, SW-513 - 48*x48"	1	EA	s	3,800.00	\$	3,800.00	1		\$ -	0%	1	\$	3,800.00	100%
29	Intake, SW-513 - 60"x72"	2	EA	\$	4,400.00	\$	8,800.00	2		\$ -	0%	2	\$	8,800.00	1009
30	Intake, SW-513 - 60"x84"	2	EA	s	5,400.00	\$	10,800.00	2	1 marte	\$ -	0%	2	\$	10,800.00	100%
31	Subdrain, Longitudinal, (Backslope) 6 In. Dia.	1,910	LF	\$	9.00	\$	17,190.00	745	175.00	\$ 1,575.00	9%	920	\$	8,280.00	48%
32	Subdrain, Longitudinal, (Shoulder) 4 In. Dia.	200	LF	\$	6.00	\$	1,200.00	0	200.00	\$ 1,200.00	100%	200	\$	1,200.00	100%
33	Subdrain Outlet, DR-303	4	EA	\$	100.00	\$	400.00	0	3.00	\$ 300.00	75%	3	\$	300.00	75%
34	Subdrain Outlet, DR-304	4	EA	\$	300.00	\$	1,200.00	0	1.00	\$ 300.00	25%	1	\$	300.00	25%
35	Special Pipe Connection- Type PC-1	3	EA	\$	875.00	\$	2,625.00	0	2.00	\$ 1,750.00	67%	2	s	1,750.00	67%
36	Subdrain Cleanout, 6 In., As Per Plan Storm Sewer Gravity Main, Trenched, RCP 2000D (CL	5	EA	\$	400.00		2,000.00	0	1.00	\$ 400.00	20%	1	s	400.00	20%
37	III), 12 In. Storm Sewer Gravity Main, Trenched, RCP 2000D (CL	17 268	LF	\$	30.00		510.00 9,380.00	0 285	-	s -	0% 0%	0 285	s . s	9,975.00	1069
38	III), 15 In. Storm Sewer Gravity Main, Trenched, RCP 2000D (CL	200		l*	55.00	*	3,300,00	200	Sec.	1					
39	III), 18 In. Storm Sewer Gravity Main, Trenched, RCP 2000D (CL	390	LF	\$	38.00		14,820.00	390	20.00	\$ 760.00	5%	410 180	s	15,580.00 8,100.00	105%
40	III), 24 In. Storm Sewer Gravity Main, Trenched, RCP 2000D (CL	180	LF	\$	45.00	Þ	8,100.00	180		•	0%	100	•	8,100.00	1007
41	III), 42 In. Storm Sewer Gravity Main, Trenched, RCP 2000D (CL	26	LF	\$	125.00	\$	3,250.00	26	1	\$ -	0%	26	\$	3,250.00	100%
42	III), 48 In.	78	LF	\$	155.00	\$	12,090.00	78		\$ -	0%	78	\$	12,090.00	100%
43	Storm Sewer Gravity Main, Trenched, RCP 2000D (CL III), 54 In.	146	LF	\$	180.00	\$	26,280.00	146		\$ -	0%	146	\$	26,280.00	1009
44	Storm Sewer Gravity Main, Trenched, RCP 2000D (CL III), 60 In.	227	LF	\$	200.00		45,400.00	227		\$ -	0%	227	\$	45,400.00	1009
45	Storm Sever Gravity Main, Trenched, 2000D Low Clearance Concrete Pipe, Equiv.Dia. 24 In.	241	LF	\$	65.00	\$	15,665.00	241	12.00	\$ 780.00	5%	253	\$	16,445.00	105%
46	Remove Storm Sewer Pipe Less Than or Equal to 36 In.	373	LF	\$	10.00	\$	3,730.00	373		\$ -	0%	373	\$	3,730.00	1009
47	Remove Storm Sewer Pipe Greater Than 36 In.	243	LF	\$	12.00	\$	2,916.00	243		\$ -	0%	243	\$	2,916.00	100%
48	Remove and Reinstall Storm Sewer Pipe Less Than or Equal to 36 In.	27	LF	\$	42.00	\$	1,134.00	28	33.00	\$ 1,386.00	122%	61	\$	2,562.00	2269
49	Revetment, Class E	1,225	TON	\$	35.65	\$	43,671.25	649.3		\$ -	0%	649.3	\$	23,147.55	539
50	Erosion Stone	861	TON	\$	24.95	\$	21,481.95	90,94	and the	\$ -	0%	90.94	\$	2,268.95	119
51	Backfill for Relaining Wall	1,600	TON	\$	6.38	\$	10,208.00	960	640.00	\$ 4,083.20	40%	1600	\$	10,208.00	100
52	Segmental Block Retaining Wall	2,680	SF	\$	39.50	\$	105,860.00	1608	1,072.00	\$ 42,344.00	40%	2680	\$	105,860.00	100
53	Removal of Pavement	169	SY	\$	9.35	\$	1,580,15	53	141.00	\$ 1,318.35	83%	194	\$	1,813.90	115
54	Driveway, P.C. Concrete, 6 In.	385	SY	\$	35.50	\$	13,667.50	246	200.60	\$ 7,121.30	52%	446.6	\$	15,854.30	116
55	Fence, Chain Link, 48 In. Height	318	LF	\$	24.75		7,870.50	0	318.00	\$ 7,870.50	100%	318	\$	7,870.50	100
56	Fence, Field - Temporary	6,000	LF	\$	3.75		22,500.00	6000		s -	0%	6000	\$	22,500.00	100
57	Fence, Field	7,730	LF	\$	7.95		61,453.50	7000	742.00	\$ 5,898.90	10%	7742	\$	61,548.90	100
58	Gate, Field Fence, 16 Ft.	8	EA	\$	775.00		6,200.00	0	9.00	\$ 6,975.00	113%	9	\$	6,975.00	1135
59	Removal of Fence, Field	7,900	LF	\$	2.75		21,725.00	7900		\$	0%	7900	\$	21,725.00	1005
23	Remove and Reinstall Sign As Per Plan	10	EA	\$	100.00		1,000.00	5	5.00	\$ 500.00	50%	10	\$	1,000.00	1009

NORTH LIBERTY ROAD IMPROVEMENTS PROJECT NORTH LIBERTY, IA PROJECT NO. 116162-0

PAY APPLICATION NUMBER: 8 FOR WORK THROUGH: 9/30/2017

ITEM #	ITEM NAME	QTY	UNIT	U	NIT PRICE	E	EXTENSION	PREVIOUS	QTY		AMOUNT	%	JTD QTY		DTD AMOUNT	JTD %
61	Perforated Square Steel Tube Posts Perforated Square Steel Tube Post Anchor, Broak-	96	LF	\$	10.00	\$	960.00	0	96.00	s	960.00	100%	96	\$	960.00	100%
62	Away Soil Installation	7	EA	\$	100.00	\$	700.00	0	7.00	s	700.00	100%	7	\$	700.00	100%
63	Type A Signs, Sheet Aluminum	35	SF	\$	20.00	\$	700.00	0	35.00	\$	700.00	100%	35	\$	700.00	100%
64	Painted Pavement Markings, Durable	212	STA	\$	65.00	\$	13,780.00	0	217.80	\$	14,157.00	103%	217.8	\$	14,157.00	103%
65	Traffic Control	1	LS	s	5,650.00	\$	5,650.00	0.9	0.10	\$	565.00	10%	1	\$	5,650.00	100%
66	Mobilization	1	LS	\$	65,000.00	\$	65,000.00	1		\$		0%	1	\$	65,000.00	100%
67	Temporary Access Drives	1	LS	\$	10,500.00	\$	10,500.00	0.75	0.25	\$	2,625.00	25%	1	\$	10,500.00	100%
68	Compost Filter Tube (8 In. Dia.) or Silt Fence	15,400	LF	\$	1.50	\$	23,100.00	13705	2,215.00	\$	3,322.50	14%	15920	ş	23,880.00	103%
69	Biodegradable Erosion Control Blanket	8,855	SQ	\$	12.35	\$	109,359.25	3222	3,002.76	\$	37,084.09	34%	6224.76	s	76,875.79	70%
70	Hydraulic Seeding, Fertilizing and Mulching - Type 1	3	ACRE	\$	3,600.00	\$	9,000.00	0	2.50	\$	9,000.00	100%	2.5	s	9,000.00	100%
71	Hydraulic Seeding, Fertilizing and Mulching - Type 2 Stabilizing Crop - Seeding, Fortilizing and Mulching -	18	ACRE	\$	3,200.00		58,960.00	7.4	4.37	\$	13,984.00	25%	11.77	s	37,664.00	66%
72	Туре 4	20	ACRE	\$	450.00	\$	9,000.00	4.05	1.98	\$	891.00	10%	6.03	s	2,713.50	30%
73	Permeable Ditch Checks Removal of Compost Filter Tube, Silt Fence or Ditch	4,200	LF	\$	5.50	5	23,100.00	1908	1,833.00	\$	10,081.50	44%	3741	\$	20,575.50	89%
74	Checks Maintanance of Compost Filter Tube, Silt Fence or	19,600	LF	\$	0.15	S	2,940.00	0	÷ 1)	\$		0%	0	\$	1.1	0%
75	Ditch Checks	19,600	LF	\$	0.05	\$	980.00	650		\$		0%	650	\$	32.50	3%
76	Mobilization, Erosion Control	15	EA	\$	250.00	s	3,750.00	13	2.00	\$	500.00	13%	15	\$	3,750.00	100%
77	Temporary Sediment Control Basin	11	EA	\$	380.00	\$	4,180.00	0	0.00	\$		0%	0	\$		0%
78	Removal of Temporary Sediment Control Basin	11	EA	\$	280.00	s	3,080.00	0	0.00	\$		0%	0	\$		0%
79	Maintenance of Temporary Sediment Control Basin	11	EA	\$	150.00	\$	1,650.00	0	0.00	\$		0%	0	\$		0%
80	Area Inlet Protector	6	EA	\$	120.00	\$	720.00	0		\$		0%	0	\$	•	0%
			тота	LC	ONTRACT:	\$	2,250,623.32									
:0 01	6" Special Backfill	181.5	TN	1	22.05	\$	4,002.08	181.5		ş		0%	181.5	\$	4,002.08	100%
	6" Field Tile Connections	110	LF		21.00	\$	2,310.00	110		s		0%	110	\$	2,310.00	100%
	Dispose of Trees & Rubble	2 '	LOAD		709.83	\$	1,419.66	2		s		0%	2	\$	1,419.66	100%
0 02	ITC 02 - Tile Wet Area Sta 36+75	1	LS		9,116.63	\$	9,116.63	1.063310675		s		0%	1.0633107	\$	9,693.81	106%
:0 03	RFI 04- Unsuitable Area @54" Flared End Section	88.89	CY		29.86	\$	2,654.09	88.89		s		0%	88.89	\$	2,654.09	100%
0 04	Temporary Access Drive	125.84	TN		22.21	\$	2,794.91	125.84	0.00	s		0%	125.84	\$	2,794.91	100%
	Upsize Gates to 20' from 16'	2.00	EA		120.75	\$	241.50	0	5.00	s	603.75	250%	5	\$	603.75	250%
0 05	Tile Changes	1.00	LS		1,078.59	\$	1,078.59	1		s		0%	1	\$	1,078.59	100%
	Subgrade Stabilization	1.00	LS		16,772.12	\$	16,772.12	1		s		0%	1	\$	16,772.12	100%
	Driveway Changes	1.00	LS		1,365.00	\$	1,365.00	0	1.00	\$	1,365.00	100%	1	\$	1,365.00	100%
		то	TAL CHA	NGE	ORDERS:	\$	41,754.57									
												1082				
		TOTA	L REVISE	DCC	ONTRACT:	\$:	2,292,377.89	1000				1				
						1.1		1000			dec minister					
				VAL			TED WORK: NAGE (5%):			\$	205,658.72 10,282.94	9%			2,179,785.64 108,989.28	95%
							MOUNT DUE:		-	\$	195,375.78	18 1		-	2,070,796.36	
				LE			PAYMENTS:			*					1,875,420.58	
					OUNT DUE							1		S	195,375.78	

METRO PAVERS, INC.

SHELLY DUSTER, CFO 2 10 1 DATE:

SHIVE HATTERY, INC.

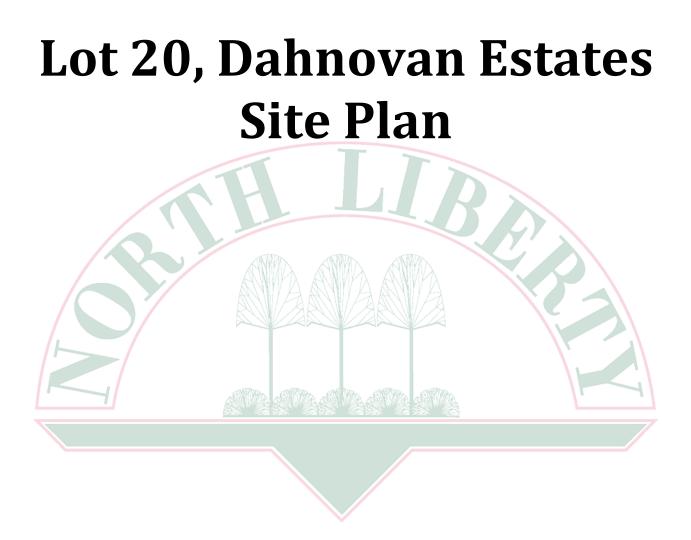
CITY OF NORTH LIBERTY

CITY OF NORTH LIBERTY

DATE: 10/4/17

DATE:

DATE:





Recommended for approval by Planning Commission at their meeting of 10/3/2017.

September 29, 2017

<u>Memo</u>

To: North Liberty Planning Commission From: Dean Wheatley, Planning Director Subject: Site Plan Approval Request (Lot 20, Dahnovan Estates)

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

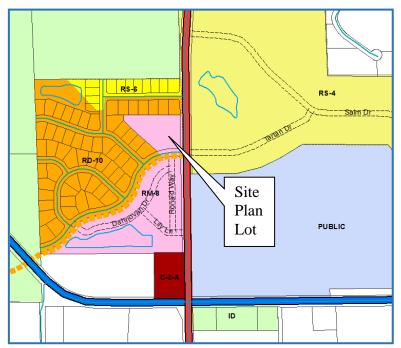
Ryan Heiar, City Administrator Tracey Mulcahey, Assistant City Administrator Tom Palmer, City Building Official Scott Peterson, City Attorney Kevin Trom, City Engineer Dean Wheatley, Planning Director

This request from Dahnovan Builders to approve a site plan for multi-family property is located at the northwest corner of Tartan Drive and North Liberty Road, west of Scanlon Farms – North Ridge single family neighborhood. The zoning is RM-8, multi-family, and this site is part of a larger overall property

that extends west and north and includes commercial, duplex, singlefamily, and additional multi-family zoning.

This plan proposes 23 units on 2.76 acres, a density of 5,227 square feet of land per unit, while the minimum number of square feet per unit allowed in the RM-8 district is 5,000. Storm water for this lot is directed to the large management facilities developed as part of the overall Dahnovan Estates subdivision.

The configuration of the development as proposed has been substantially modified from its original submission after productive discussions with the developer. Some



noteworthy changes that enhanced the plan include:

1. Reconfiguring the layout to move decks out of the required setbacks.

- 2. Adding sidewalks to both sides of the private drive.
- 3. Pulling all drives and parking areas farther away from surrounding duplex lots.
- 4. Much better orientation of the buildings, to better function with surrounding lots.
- 5. Much better options for snow storage on the site.
- 6. Enhanced building side elevations at corner locations.

There is one building style proposed, a two-story townhome with single-stall garages. Attention to detail is obvious in the design, especially the front and rear elevations.

The landscape plan is comprehensive and well designed. The North Liberty Road frontage has been noted by staff from the original plat submittal to be important for berming and landscaping enhanced design, and that has been addressed.

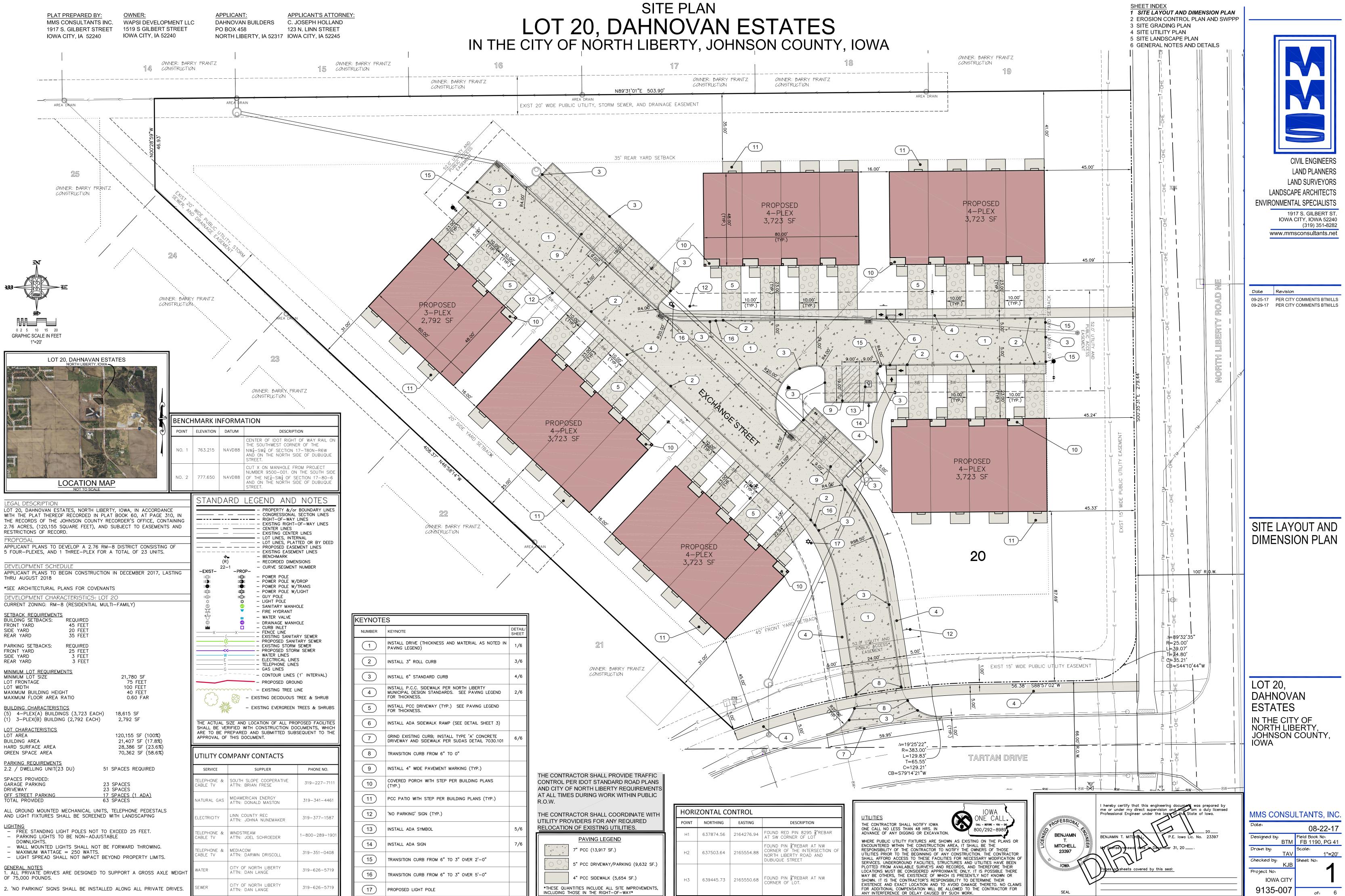
Staff recommends approval of the site plan.

Notes:

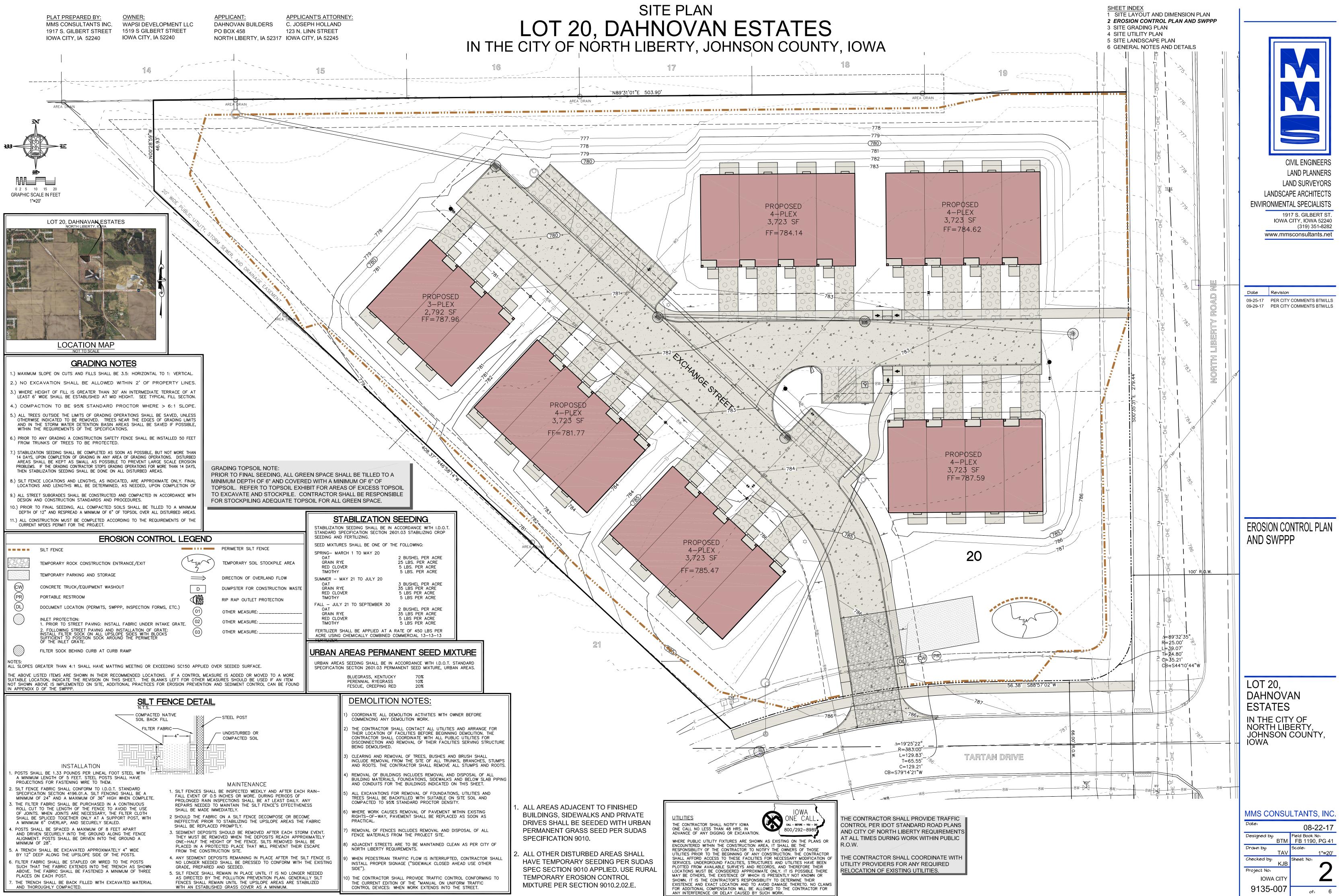
A BMP maintenance agreement is required.

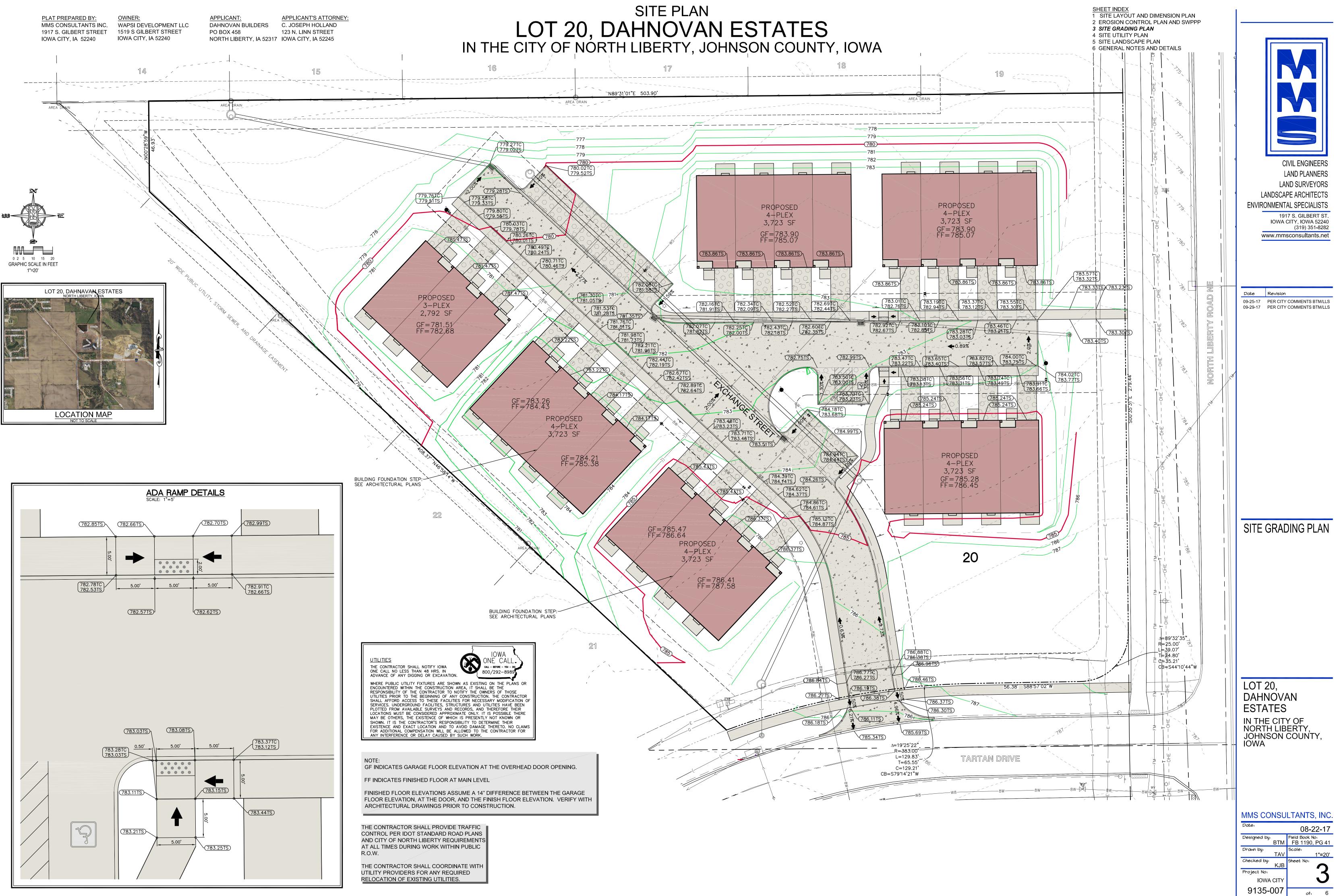
SWPPP will need to be submitted to the stormwater coordinator for approval.

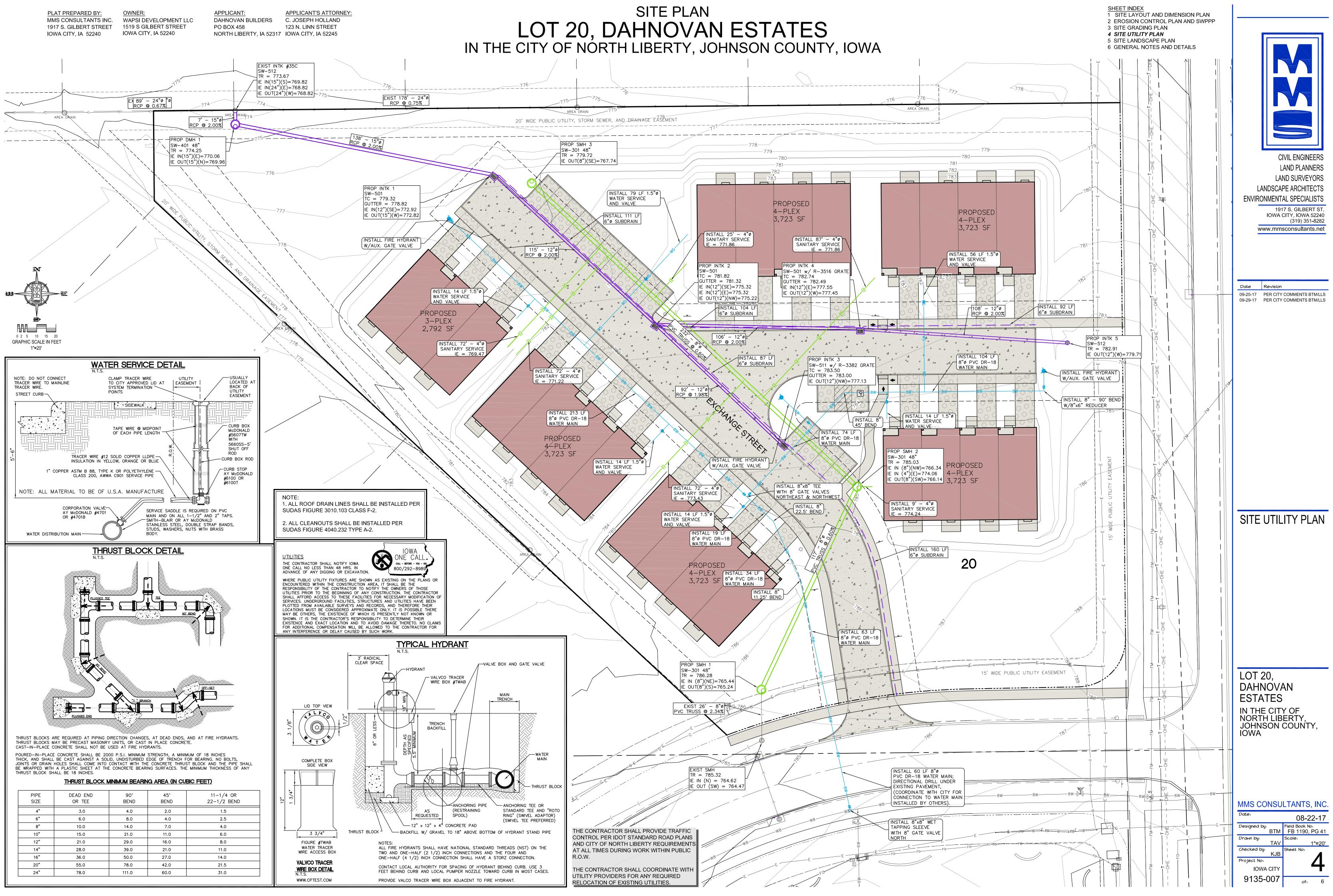
Roads are less than 29' wide, no on street parking will be allowed. "No parking" signs are required.

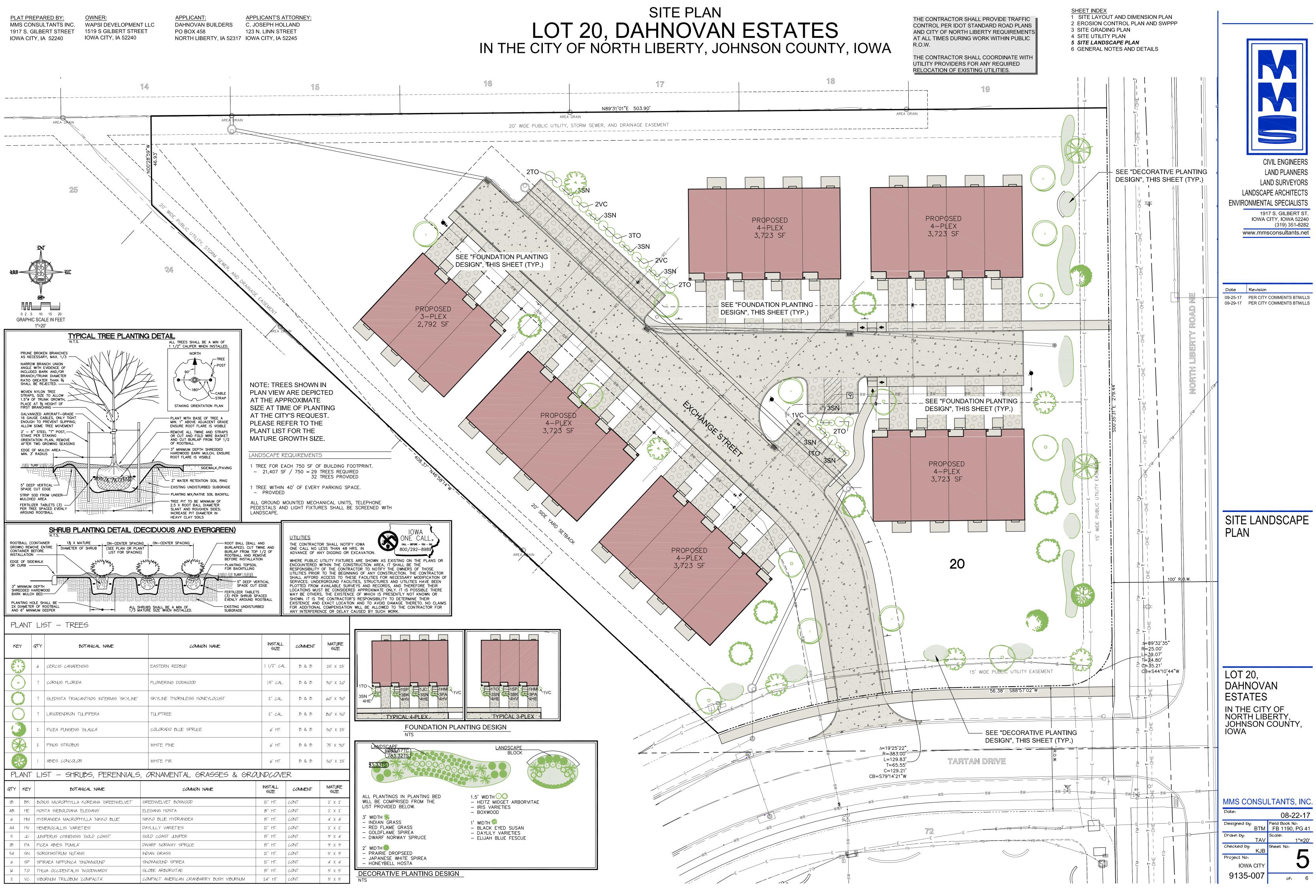


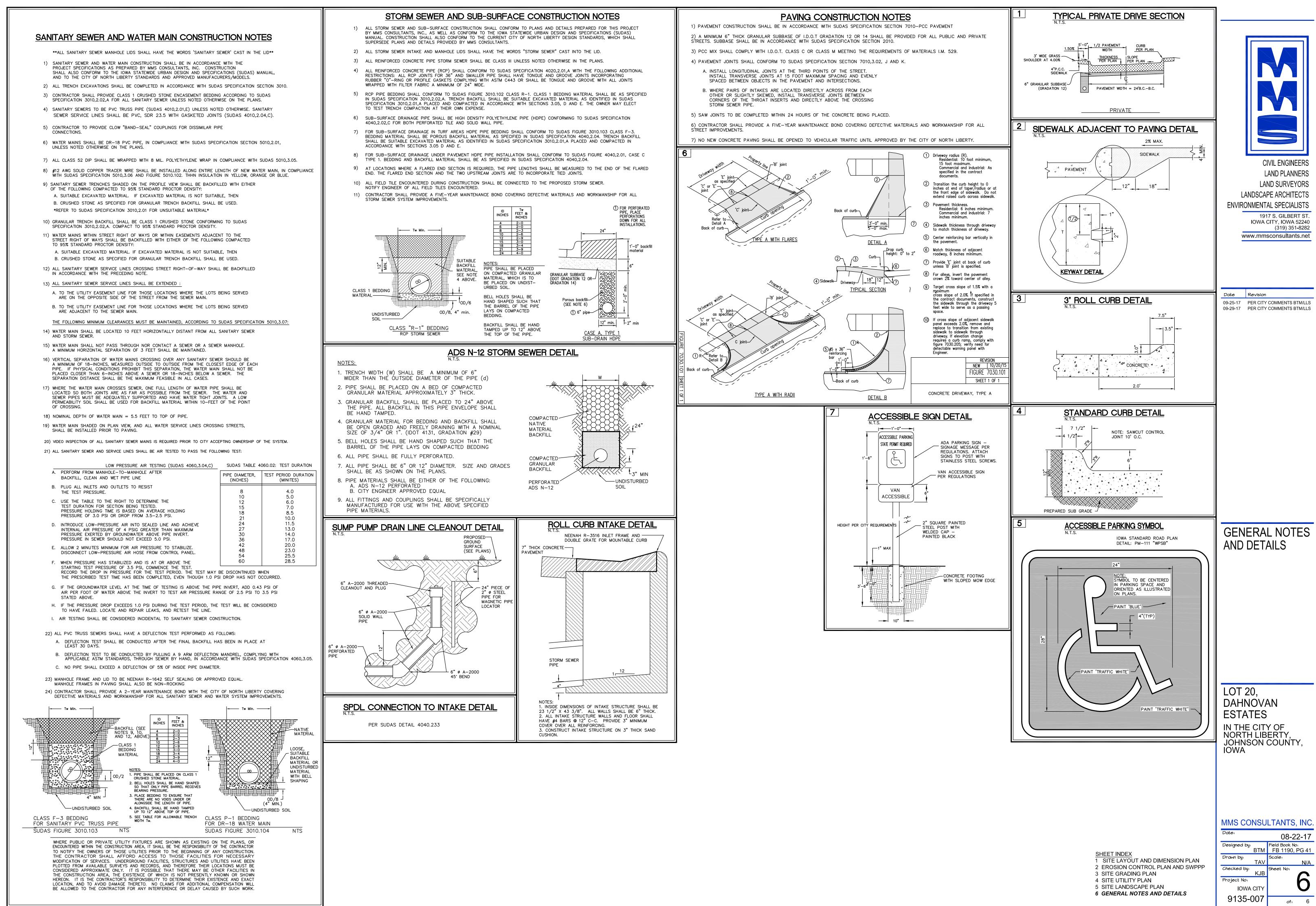
3. THE HEIGHT OF ROOF EAVES WILL NOT EXCEED 30 FEET.















RIGHT ELEVATION

REAR ELEVATION



American Revolution LED Series 247L

PRODUCT OVERVIEW

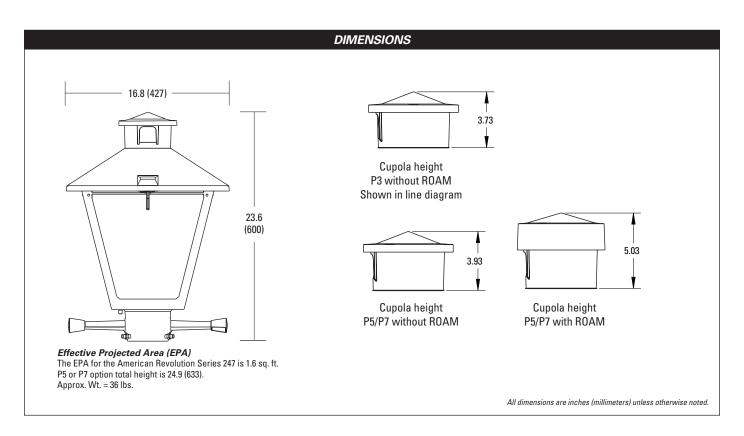


Applications:

Streetscapes Walkways Pathways Parks

Features:

- Die-cast aluminum housing and hood for long-life performance
- Die-cast trigger latch (TL) and captive thumb screws option available for easy access to internal components
- Optical assembly designed for maximum performance, available in Type II, Type III and Type V
- Hinged hood and captive thumb screws provision afford quick, easy access to electrical and optical area for servicing
- Slipfitter with three set screws allows secure installation to pole sizes 2-3/8" or 3" 0.D.
- Surge protection device (standard) exceeds ANSI C62.41 Category C1 criteria (surge tested at 10kV/5kA)
- Complies with ANSI: C136.2, C136.10, C136.15
- CSA listed and suitable for up to 30°C ambient
- Rated L70, LED life greater than 100,000 hours at 25°C
- Replaces up to 150W HPS light source incumbant models
- LED electronic 0V-10V dimmable driver
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.





American Electric Lighting[,]

Resolution No. 2017-112

RESOLUTION APPROVING THE DEVELOPMENT SITE PLAN FOR LOT 20, DAHNOVAN ESTATES, NORTH LIBERTY, IOWA

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

WHEREAS, the owner, Wapsi Development LLC, and the developer, Dahnovan Builders, have filed with the City Clerk a development site plan;

WHEREAS, the property is legally described as:

Lot 20, Dahnovan Estates, North Liberty, Iowa, in accordance with the Plat thereof recorded in Plat Book 60, at Page 310, in the records of the Johnson County Recorder's Office, containing 2.76 acres, (120,155 square feet), and subject to easements and restrictions of record;

WHEREAS, said site plan is found to conform with the Comprehensive Plan and the Zoning Ordinance of the City of North Liberty; and

WHEREAS, said site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the site plan be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the development site plan for Lot 20, Dahnovan Estates, North Liberty, Iowa.

BE IT FURTHER RESOLVED that approval of this site plan by the City Council does not supersede any City Code requirements, which will be fully enforced by City staff during project construction.

APPROVED AND ADOPTED this 10th day of October, 2017.

CITY OF NORTH LIBERTY:

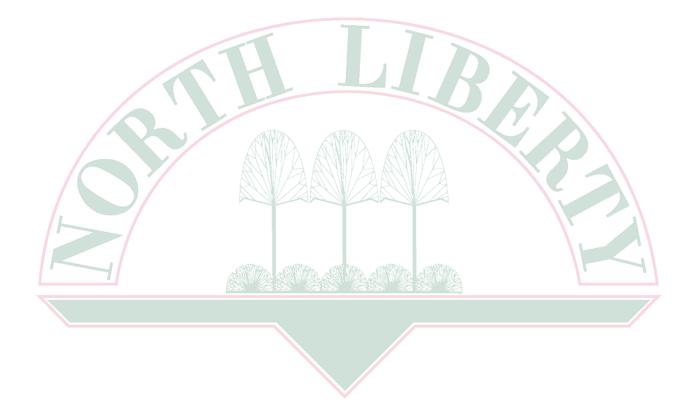
Terry L. Donahue, Mayor

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

Highway 965, Phase 3



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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between North Liberty Medical Building Partnership, L.L.P., owner of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the City of North Liberty, Iowa, a municipal corporation (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of ten thousand dollars (\$10,000.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a Permanent Utility Easement (Division I) and a Permanent Landscape Easement (Division II) related to reconstructing in 2018-19 and maintaining Highway 965 (Ranshaw Way) and public infrastructure, including water, sanitary sewer, storm sewer, and storm water management facilities, between the Highway 965 (Ranshaw Way) intersections with Commercial Drive and Zeller Street (the "Project"), under, over, through and across the areas described in Exhibit A, which is attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City acknowledges past drainage issues on and near this property, and consequently has included the following features in the design of the project in this area with the intent to improve drainage:

- a. Removing the one existing small diameter storm water intake and replacing with three new storm water intakes;
- b. Increasing the size of these new intakes;

.

- c. Regrading around the new intakes to increase flow into the intakes;
- d. Relocating the existing north-south storm sewer pipe closer to the roadway adjacent to the south portion of the lot; and
- e. Lowering the elevation of this relocated north-south storm sewer pipe to provide greater vertical "fall" from the three new intakes (to increase drainage capacity).

DIVISION I – PERMANENT UTILITY EASEMENT

Further, the Property Owner and the City agree that:

- 1. Property Owner hereby grants and conveys to the City a permanent utility easement with the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purpose of serving the Owner's property and other property with electricity, gas, and communication services; and the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances over, under and across the area as depicted and described on the attached Exhibit A and referred to herein as the "easement area."
- 2. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area.
- 3. Property Owner reserves the right to use said easement area for purposes that will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Property Owner shall not erect or construct any building, fence, retaining wall, or other structure; plant any trees or bushes; drill or operate any well; or construct any reservoir or other obstruction on said easement areas. Further, the Property Owner shall not substantially add to the ground cover or otherwise landscape on or over said easement areas. Fences and trees placed in the easement area, with or without City approval, may be removed by the City at any time without compensation or replacement.
- 4. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
- 5. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer, which consent shall not be unreasonably withheld.
- 6. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent

easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.

7. City covenants and agrees to remove and stockpile existing topsoil from the easement area during construction. Following installation of the improvements described herein, all areas within the easement area that are disturbed will be graded to form a uniform slope, except for sloping that is consistent with the design plans and intended to improve drainage (see Paragraph C above), and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said area substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

DIVISION II – PERMANENT LANDSCAPE EASEMENT

Further, the Property Owner and the City agree that:

- 8. Property Owner hereby grants and conveys to the City a permanent landscape easement with the right to install, lay, construct, reconstruct, renew, operate, maintain and remove landscaping and related features; and the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said landscaping and related features over, under and across the area as depicted and described on the attached Exhibit A, and referred to herein as the "easement area."
- 9. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area.
- 10. Property Owner reserves the right to use said easement area for purposes that will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Property Owner shall not erect or construct any building, fence, retaining wall, or other structure; plant any trees or bushes; drill or operate any well; or construct any reservoir or other obstruction on said easement areas. Further, the Property Owner shall not substantially add to the ground cover or otherwise landscape on or over said easement areas. Fences and trees placed in the easement area, with or without City approval, may be removed by the City at any time without compensation or replacement.
- 11. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
- 12. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer, which consent shall not be unreasonably withheld.
- 13. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.

14. City covenants and agrees to remove and stockpile existing topsoil from the easement area during construction. Following installation of the improvements described herein, all areas within the easement area that are disturbed will be graded to form a uniform slope, except for sloping that is consistent with the design plans and intended to improve drainage (see Paragraph C above), and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said area substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

DIVISION III – GENERAL

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

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

Dated this <u>21st</u> day of <u>SEPTEMBER</u>, 2017.

NORTH LIBERTY MEDICAL BUILDING PARTNERSHIP, L.L.P.

Cheryl K. Johnson, Partner Signed:

Signed:

Kay Rankin, Partner

CITY OF NORTH LIBERTY, IOWA:

Signed:

Terry L. Donahue, Mayor

Signed:

Tracey Mulcahey, City Clerk

STATE OF IOWA))SS: COUNTY OF JOHNSON)

This instrument was acknowledged before me on September 21, 2017 by Cheryl K. Johnson as Partner of North Liberty Medical Building Partnership, L.L.P.



14. City covenants and agrees to remove and stockpile existing topsoil from the easement area during construction. Following installation of the improvements described herein, all areas within the easement area that are disturbed will be graded to form a uniform slope, except for sloping that is consistent with the design plans and intended to improve drainage (see Paragraph C above), and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said area substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

DIVISION III – GENERAL

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

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

Dated this _____ day of _____ , 2017.

NORTH LIBERTY MEDICAL BUILDING PARTNERSHIP, L.L.P.

Signed:

Cheryl K. Johnson, Partner

Signed: Kay Rankin, Partner

CITY OF NORTH LIBERTY, IOWA:

Signed:

: Terry L. Donahue, Mayor

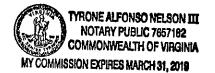
Signed:______ Tracey Mulcahey, City Clerk

STATE OF IOWA))SS: COUNTY OF JOHNSON)

This instrument was acknowledged before me on September 21, 2017 by Cheryl K. Johnson as Partner of North Liberty Medical Building Partnership, L.LP.

STATE OF Virginia))SS: COUNTY OF Richmond

This instrument was acknowledged before me on <u>eptember 29</u>, 2017 by Kay Rankin as Partner of North Liberty Medical Building Partnership, L.LP.



June alfonse Menson T Notary Public in and for the State of V

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 of the City Council on the its City Council, as contained in Resolution No. 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.

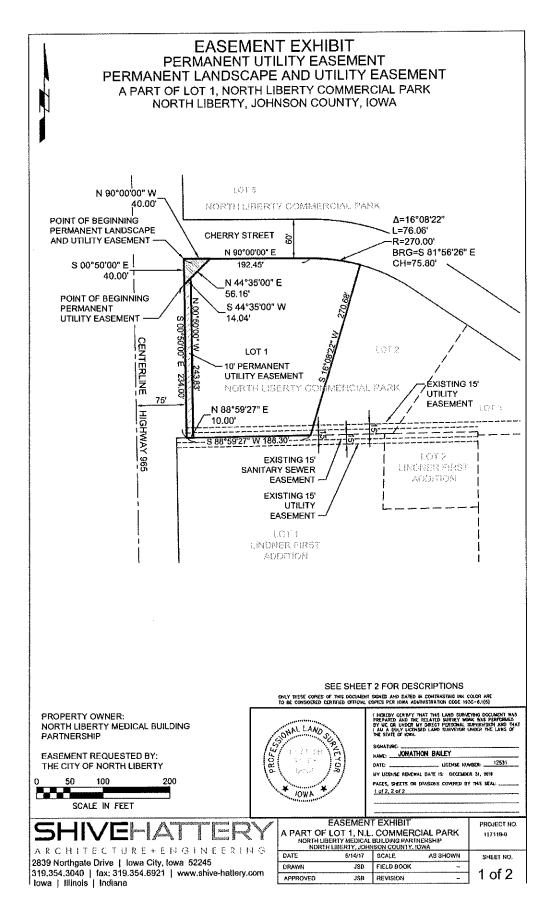
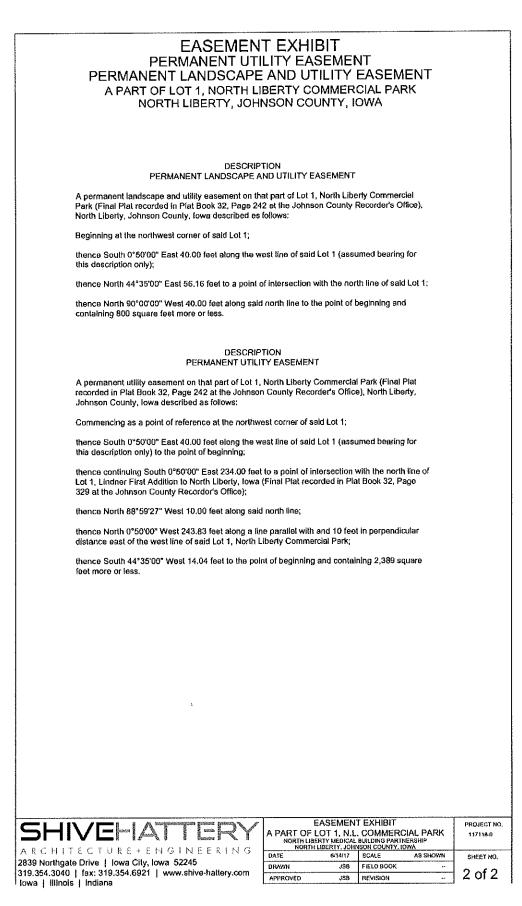


EXHIBIT A

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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between Washco, L.L.C., owner of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the City of North Liberty, Iowa, a municipal corporation (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of Nine Hundred Thirty One Dollars and Eighty Cents (\$931.80) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a Permanent Landscape Easement (Division I) and a Temporary Construction Easement (Division II) for the public purpose of reconstructing in 2018-19 and maintaining Highway 965 (Ranshaw Way) and public infrastructure, including water, sanitary sewer, storm sewer, and storm water management facilities, between the Highway 965 (Ranshaw Way) intersections with Commercial Drive and Zeller Street (the "Project"), under, over, through and across the areas described in Exhibits A and B, which are attached.

Additionally, as part of the consideration for this agreement,

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

DIVISION I – PERMANENT LANDSCAPE EASEMENT

Further, the Property Owner and the City agree that:

- 1. Property Owner hereby grants and conveys to the City a permanent landscape easement with the right to install, lay, construct, reconstruct, renew, operate, maintain and remove landscaping and related features; and the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said landscaping and related features over, under and across the area as depicted and described on the attached Exhibit A, and referred to herein as the "easement area."
- 2. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area.
- 3. Property Owner reserves the right to use said easement area for purposes that will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Property Owner shall not erect or construct any building, fence, retaining wall, or other structure; plant any trees or bushes; drill or operate any well; or construct any reservoir or other obstruction on said easement areas. Further, the Property Owner shall not substantially add to the ground cover or otherwise landscape on or over said easement areas. Fences and trees placed in the easement area, with or without City approval, may be removed by the City at any time without compensation or replacement.
- 4. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
- 5. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer, which consent shall not be unreasonably withheld.
- 6. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
- 7. City covenants and agrees to remove and stockpile existing topsoil from the easement area during construction. Following installation of the improvements described herein, all areas within the easement area that are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said area substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

DIVISION II – TEMPORARY CONSTRUCTION EASEMENT

The Property Owner and the City further agree that:

1. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above over, under and across the area as depicted and described on the attached Exhibit B, and referred to

herein as the "temporary construction easement area."

- 2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project without obtaining the prior written approval of the City Engineer.
- 3. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area during the construction of the Project without obtaining the prior written approval of the City Engineer held.
- 4. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
- 5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
- 6. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
- 7. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated. Following installation of the improvements described herein, all areas within the temporary construction easement area that are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
- 8. The rights as described above in the temporary construction easement area shall commence March 1, 2018, and shall cease and terminate following the completion of the construction of the Project, but no later than October 1, 2019.

DIVISION III – GENERAL

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

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

Dated this	day of	, 2017.
Daret Parte		

PROPERTY OWNER: Signed. Travis Hodapp, Owner of Washco, L.L.C.

CITY:

Signed:

Terry L. Donahue, Mayor

Signed:

Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 35th day of September, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Travis Hodapp, to me personally known, who, being by me duly sworn, did say that he is the Owner of Washco, L.L.C., an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Travis Hodapp acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.

otary Public in and for the State of Iowa ELIZABETH KRITENBRINK Commission Number 803601 My Commission Expires March 30; 2020

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 of the City Council on the its City Council, as contained in Resolution No. _____, 2017, and that Terry L. Donahue and Tracey Mulcahey day of 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.

EXHIBIT A

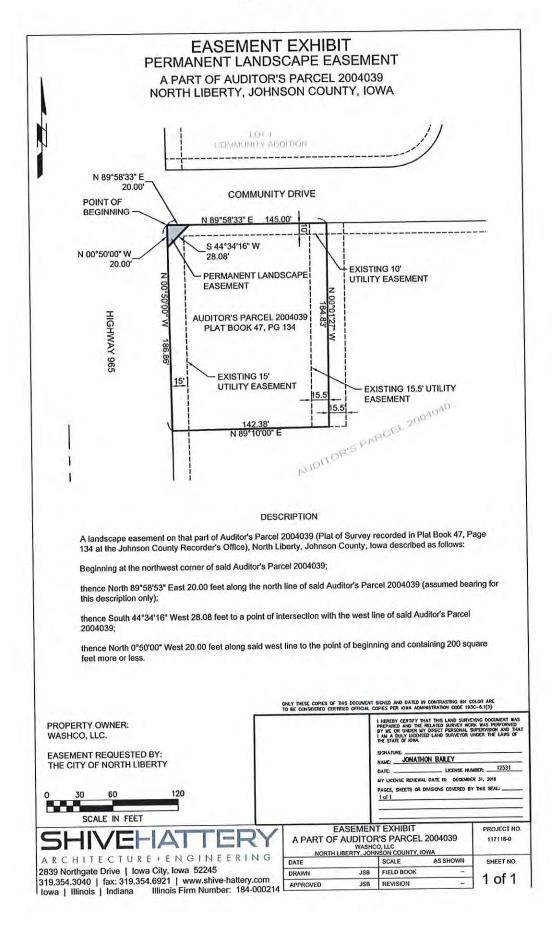
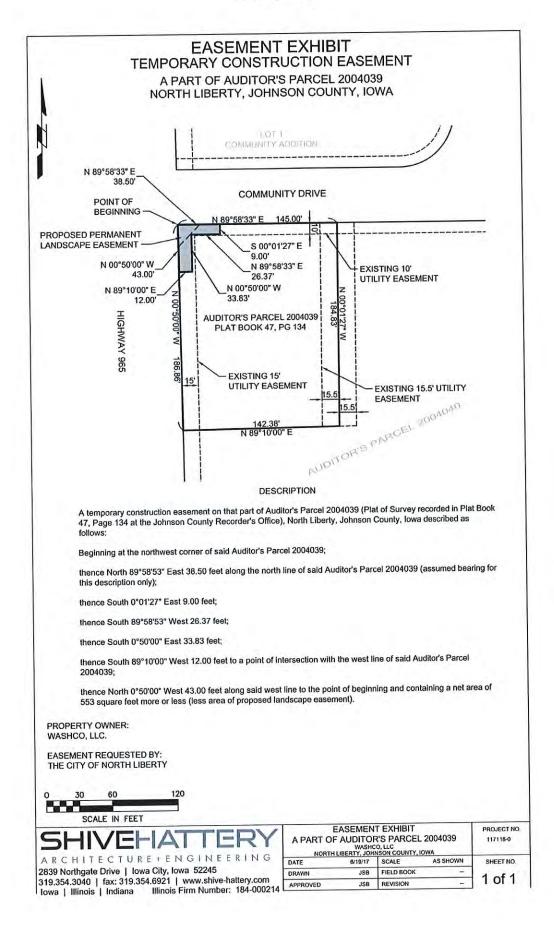


EXHIBIT B



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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between KAH IV, LLC, owner of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the City of North Liberty, Iowa, a municipal corporation (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of Nine Hundred Thirty Six Dollars (\$936.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a Permanent Landscape Easement (Division I) and a Temporary Construction Easement (Division II) for the public purpose of reconstructing in 2018-19 and maintaining Highway 965 (Ranshaw Way) and public infrastructure, including water, sanitary sewer, storm sewer, and storm water management facilities, between the Highway 965 (Ranshaw Way) intersections with Commercial Drive and Zeller Street (the "Project"), under, over, through and across the areas described in Exhibits A and B, which are attached.

Additionally, as part of the consideration for this agreement,

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

DIVISION I – PERMANENT LANDSCAPE EASEMENT

Further, the Property Owner and the City agree that:

- 1. Property Owner hereby grants and conveys to the City a permanent landscape easement with the right to install, lay, construct, reconstruct, renew, operate, maintain and remove landscaping and related features; and the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said landscaping and related features over, under and across the area as depicted and described on the attached Exhibit A, and referred to herein as the "easement area."
- 2. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area.
- 3. Property Owner reserves the right to use said easement area for purposes that will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Property Owner shall not erect or construct any building, fence, retaining wall, or other structure; plant any trees or bushes; drill or operate any well; or construct any reservoir or other obstruction on said easement areas. Further, the Property Owner shall not substantially add to the ground cover or otherwise landscape on or over said easement areas. Fences and trees placed in the easement area, with or without City approval, may be removed by the City at any time without compensation or replacement.
- 4. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
- 5. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer, which consent shall not be unreasonably withheld.
- 6. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
- 7. City covenants and agrees to remove and stockpile existing topsoil from the easement area during construction. Following installation of the improvements described herein, all areas within the easement area that are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said area substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

DIVISION II – TEMPORARY CONSTRUCTION EASEMENT

The Property Owner and the City further agree that:

1. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above over, under and across the area as depicted and described on the attached Exhibit B, and referred to herein as the "temporary construction easement area."

- 2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project without obtaining the prior written approval of the City Engineer.
- 3. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area during the construction of the Project without obtaining the prior written approval of the City Engineer held.
- 4. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
- 5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
- 6. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
- 7. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated. Following installation of the improvements described herein, all areas within the temporary construction easement area that are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
- 8. The rights as described above in the temporary construction easement area shall commence March 1, 2018, and shall cease and terminate following the completion of the construction of the Project, but no later than October 1, 2019.

DIVISION III – GENERAL

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

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

Dated this day of _____, 2017.

PROPERTY OWNER:

Signed: Keith A. Hoogland Managing Member of KAH IV, LLC

Signed:

CITY:

Terry L. Donahue Mayor

Signed:

l:_____ Tracey Mulcahey, City Clerk

STATE OF ILLINOIS, ('001C COUNTY: ss

On this 12 day of <u>September</u>, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared <u>Keith A. Hooden</u>, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of KAH IV, LLC, an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that <u>Keith</u> <u>A</u>. <u>Hondend</u> acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Notary Public in and for the State of Illinois

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.

EXHIBIT A

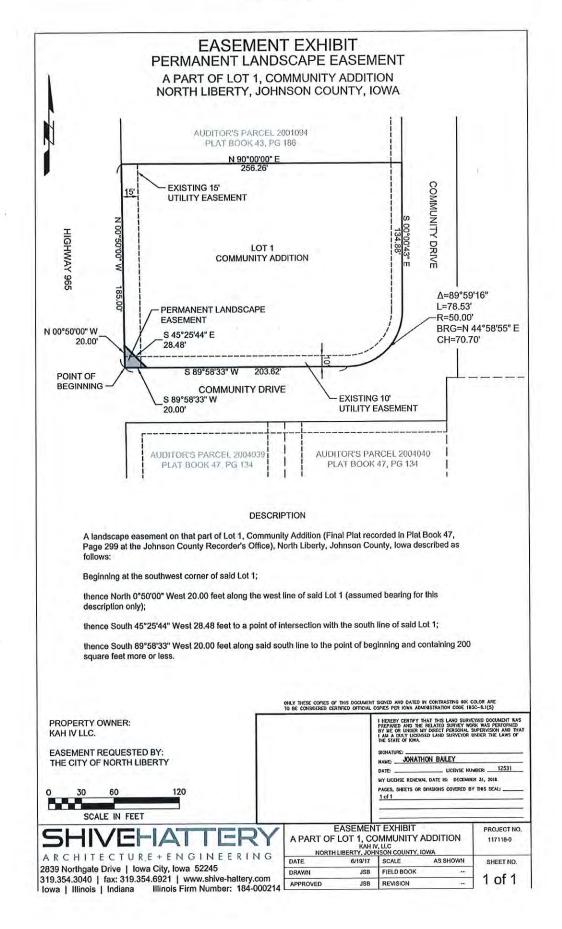
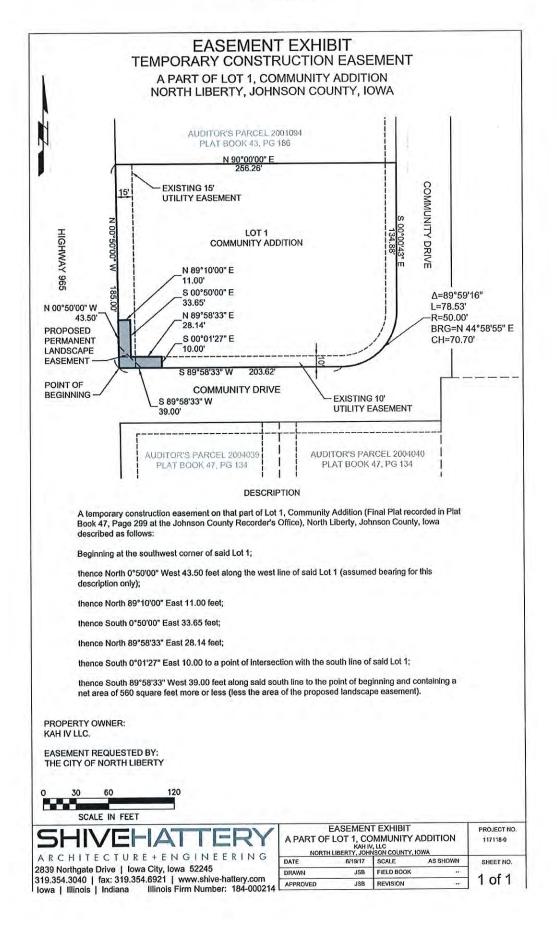


EXHIBIT B



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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between North Liberty Post Office Property, L.C., owner of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the City of North Liberty, Iowa, a municipal corporation (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of Two Thousand One Hundred Ninety Three Dollars (\$2,193.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a Permanent Landscape Easement (Division I) and a Temporary Construction Easement (Division II) for the public purpose of reconstructing in 2018-19 and maintaining Highway 965 (Ranshaw Way) and public infrastructure, including water, sanitary sewer, storm sewer, and storm water management facilities, between the Highway 965 (Ranshaw Way) intersections with Commercial Drive and Zeller Street (the "Project"), under, over, through and across the areas described in Exhibits A and B, which are attached.

Additionally, as part of the consideration for this agreement,

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

DIVISION I – PERMANENT LANDSCAPE EASEMENT

Further, the Property Owner and the City agree that:

- 1. Property Owner hereby grants and conveys to the City a permanent landscape easement with the right to install, lay, construct, reconstruct, renew, operate, maintain and remove landscaping and related features; and the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said landscaping and related features over, under and across the area as depicted and described on the attached Exhibit A, and referred to herein as the "easement area."
- 2. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area.
- 3. Property Owner reserves the right to use said easement area for purposes that will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Property Owner shall not erect or construct any building, fence, retaining wall, or other structure; plant any trees or bushes; drill or operate any well; or construct any reservoir or other obstruction on said easement areas. Further, the Property Owner shall not substantially add to the ground cover or otherwise landscape on or over said easement areas. Fences and trees placed in the easement area, with or without City approval, may be removed by the City at any time without compensation or replacement.
- 4. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
- 5. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer, which consent shall not be unreasonably withheld.
- 6. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
- 7. City covenants and agrees to remove and stockpile existing topsoil from the easement area during construction. Following installation of the improvements described herein, all areas within the easement area that are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said area substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

DIVISION II – TEMPORARY CONSTRUCTION EASEMENT

The Property Owner and the City further agree that:

1. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above over, under and across the area as depicted and described on the attached Exhibit B, and referred to

herein as the "temporary construction easement area."

- 2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project without obtaining the prior written approval of the City Engineer.
- 3. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area during the construction of the Project without obtaining the prior written approval of the City Engineer held.
- 4. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
- 5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
- 6. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
- 7. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated. Following installation of the improvements described herein, all areas within the temporary construction easement area that are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
- 8. The rights as described above in the temporary construction easement area shall commence March 1, 2018, and shall cease and terminate following the completion of the construction of the Project, but no later than October 1, 2019.

DIVISION III – GENERAL

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

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

Dated this	54	day of	SEPT.		_, 2017.	
PROPERT	гү өү	NER:	nnm/1	1		
Signed: Joh	n Hyff,	Member	A Libe	erty Post	t Office l	Property, L.C.
CITY:	0	C				

Signed:

Signed: Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

Terry L. Donahue, Mayor

On this 5th day of <u>September</u>, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Huff, to me personally known, who, being by me duly sworn, did say that he is a Member of North Liberty Post Office Property, L.C., an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that John Huff acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Monica M Valleino Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

_ day of _____, 2017, before me, the undersigned, a Notary On this 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 of the City Council on the its City Council, as contained in Resolution No. _____, 2017, and that Terry L. Donahue and Tracey Mulcahey day of 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.

EXHIBIT A

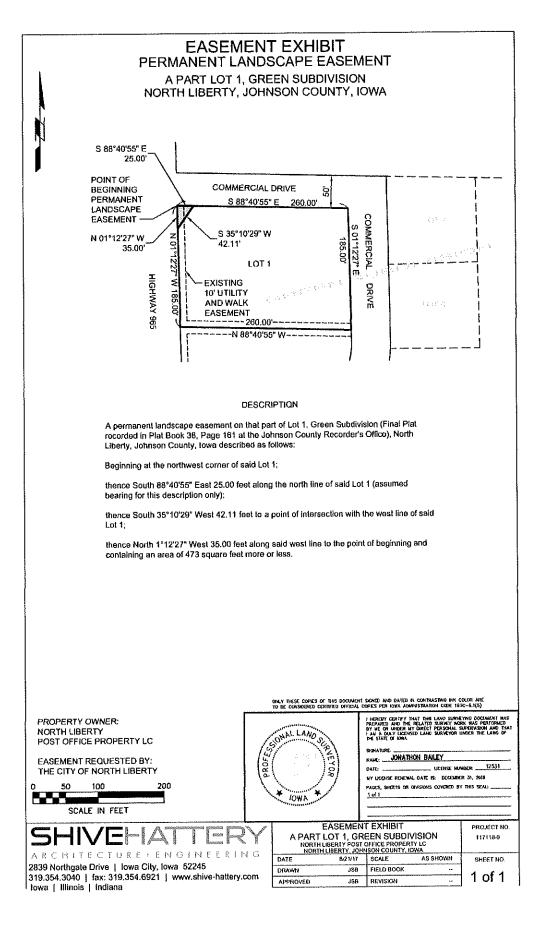
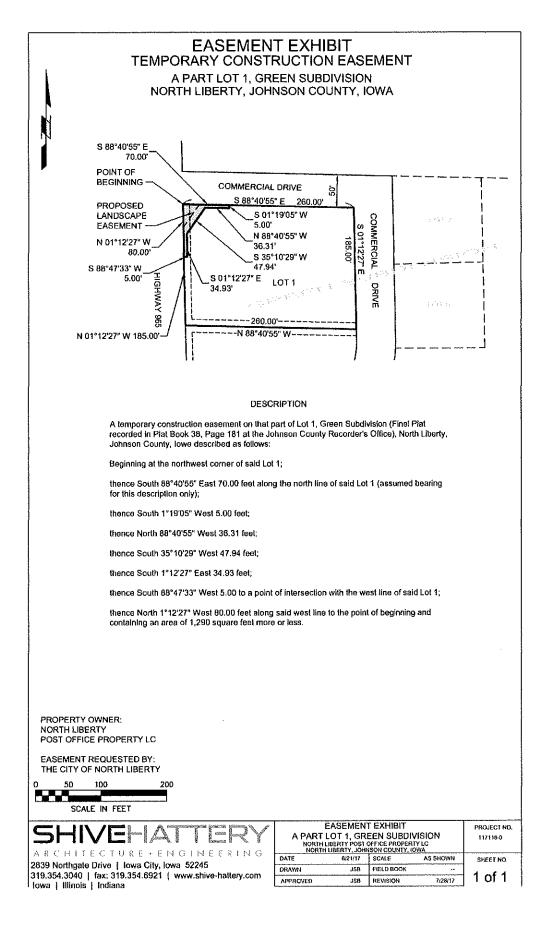


EXHIBIT B



Resolution No. 2017-113

A RESOLUTION APPROVING THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS AND PUBLIC EASEMENT AGREEMENTS FOR THE HIGHWAY 965 (RANSHAW WAY), PHASE 3 IMPROVEMENT PROJECT BETWEEN NUMEROUS PROPERTY OWNERS AND THE CITY OF NORTH LIBERTY, JOHNSON COUNTY IOWA

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

WHEREAS, the City Council desires to enter into Temporary Construction Easement Agreements and Permanent Easement Agreements for the Highway 965 (Ranshaw Way), Phase 3 Improvement Project, and

WHEREAS, the owners of the properties shown in the attachments have executed Temporary Construction Easement Agreements and Public Easement Agreements to permit the City to utilize property delineated in individual agreements for the purpose of improving Highway 965 (Ranshaw Way), and

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

NOW, THEREFORE, BE IT RESOLVED that that the attached temporary construction and public easement agreements between the City of North Liberty and various property owners are approved for the Highway 965 (Ranshaw Way), Phase 3 Improvement Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 10th day of October, 2017.

CITY OF NORTH LIBERTY:

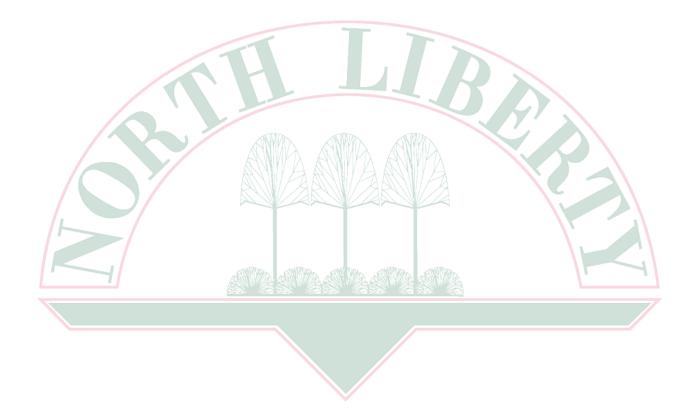
Terry L. Donahue, Mayor

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, Oil and Grease



Resolution No. 2017-114

RESOLUTION ESTABLISHING FATS, OIL AND GREASE MANIFEST AND MAINTENANCE RECORD FEES

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

WHEREAS, Section 97.09(2) of the City of North Liberty Code of Ordinance authorizes Fats, Oil and Grease (FOG) manifest and maintenance record fees to be set by the City Council;

WHEREAS, City staff has reviewed and provided its recommendation to the City Council concerning these fees; and

WHEREAS, the City Council has determined the following fees to be appropriate and reasonable.

NOW, THEREFORE, BE IT RESOLVED that the Fats, Oil and Grease (FOG) manifest and maintenance record fee per unit schedule is hereby approved and shall be effective beginning on November 1, 2017: maximum \$50.00 per year, as set by the administering contractor and approved by the Building Department.

APPROVED AND ADOPTED this 10th day of October, 2017.

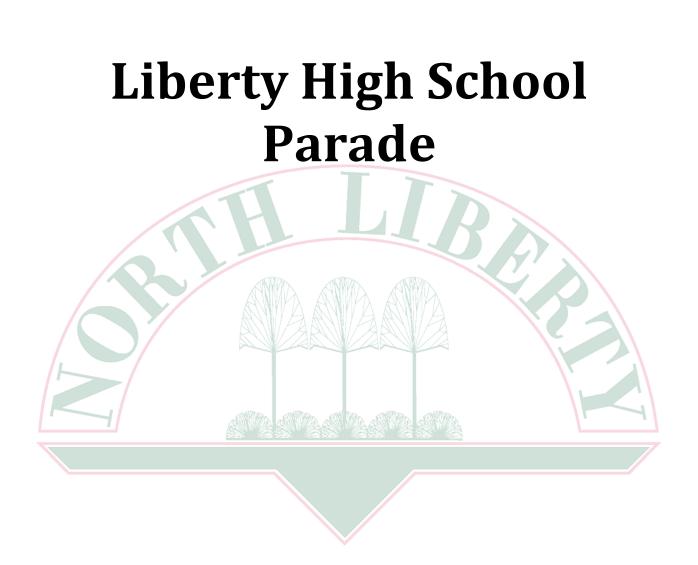
CITY OF NORTH LIBERTY:

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





This application must be submitted no later than four (4) weeks prior to the event. An application fee of \$50 is due at the time the application is submitted. The application fee may be waived for non-profit organizations at the discretion of the City Administrator. City staff will review the application and the City Administrator may approve the permit subject to conditions determined to be appropriate to the specific event.

An applicant may be required to submit a cash deposit of up to \$1,000 pursuant to North Liberty Ordinances 171.03(2)(E) and 171.03(3)(E). If no law enforcement or other costs are incurred by the City as a result of the event, the deposit will be refunded.

The City encourages all applicants to review the City ordinances relating to amplified music (Chapter 53) and alcohol service (Chapter 45), which are available on the City's website or upon request from City Hall.

Event Name: Lib	erty Fest Parade							
Organization Nam	e: Liberty High School							
Applicant Name:	Mike Morrison	Da	ate of Birth:	12/20/19	966			
Address: 875 Gi	rouse Lane North Liber	ty, IA						
Contact Person(s)	During the Event: Mike Mc	orrison						
Telephone: 563-920-4859		Email: morris	morrison.michael@lowacityschools.o					
Date(s) of Event:	10/17/17	_ Start Time:	5:45 PM	End Time:	<u>6:45PM</u>			
		_ Start Time:		End Time:				
Location of Event:	Liberty High School/North Liberty	Road Nur	nber of Gue	sts:				
Will there be amplified music or other noise? Yes No If yes, please specify:								
Will alcohol be se	rved or sold? 🔄 Yes 🔳 No	o If yes, ple	ase specify:					
Provide verification	on of liquor license if applicab	le.	······					
	rages be served or sold?		lf yes, plea	se specify:	•••			
Is the closing of a	on of permits or licenses if ap ny street, sidewalk, trail, or o cify: <u>North Liberty Road no</u>	ther public pro	operty reque	ested? 🔳 Y	′es 🗌 No aham Dr.			
it yes, please spe	ill area residents be notified o	of the event?	In person	by Mike	Morrison			
throughout the	e week of 10/10/17		······					

Form Revised 04/20/2016



Will any signage be used for the event? 🗌 Yes 🔳 No If yes, signage must be approved

separately by the Zoning Official.

Please list the names and addresses of any additional event sponsors:

This is an Iowa City Schools event hosted by Liberty High School.

Description of Event: Please be specific; include details about the purpose of the event, expected attendance, the event schedule, provisions for cleanup, public notice, advertising, media coverage, etc.

Liberty Fest Parade. This is our version of Homecoming Week for Liberty High School. We will start our parade on campus at the high school building and travel west along our interior parking lot. The route will turn north on to North Liberty Road to Abraham Drive. Travel along Abraham Drive to Anne Blvd. Turn south to Mary Ln. Turn East and go to Tartan Dr. turn northeast and return to North Liberty Road. Turn south on North Liberty Road and return to Liberty High campus.

Attach a map showing the event layout; indicate the locations of attractions, music, parking, and alcohol and food service and sales; show any requested use or closure of streets, sidewalks, trails, and other public property.

Describe in detail the security for the event: North Liberty Road from Dubuque St to Abraham Drive will need to be closed and secured.

Safety/Weather considerations:

Identify who at the event(s) will be responsible for monitoring for severe weather by what means they plan to do so.

Mike Morrison will monitor weather. In the event that severe weather is imminent and forecast the event

may be cancelled. If severe weather occurs during the event Liberty High School will be the shelter area.



Identify all triggers which will suspend your event or cancel/postpone the event. (Examples: winds of greater than 60 mph, lightning within 5 miles of the venue, or the issuance by NWS of a Severe Thunderstorm Warning or Tornado Warning in the area your event is occurring) The following will be triggers for cancellation:

Tornado Watch, Tornado Warning, Rain, Snow, Sleet, lightning.

Winds above 50 mph, Severe Thunderstorm Watch or Warning.

How will participants be notified to seek shelter or evacuate the area? What method of public notification will be used at the venue and who will make the announcement?

Notification by bullhorn and police speakers.

Identify the location for shelter for those on site. Or, will the attendees be notified to evacuate the area and seek shelter?

Liberty High School will be the shelter area.

Identify timing triggers for weather events. (Examples: Upon notification that severe weather will be affecting the event in the next 20 minutes, participants will be notified to seek shelter and the event will be suspended until the storm threat is passed.)

Any inclement weather will be monitored throughout the day. In the event severe weather is within 30 minutes of our

event, attendees will be notified of the potential threat and directed to seek shelter.

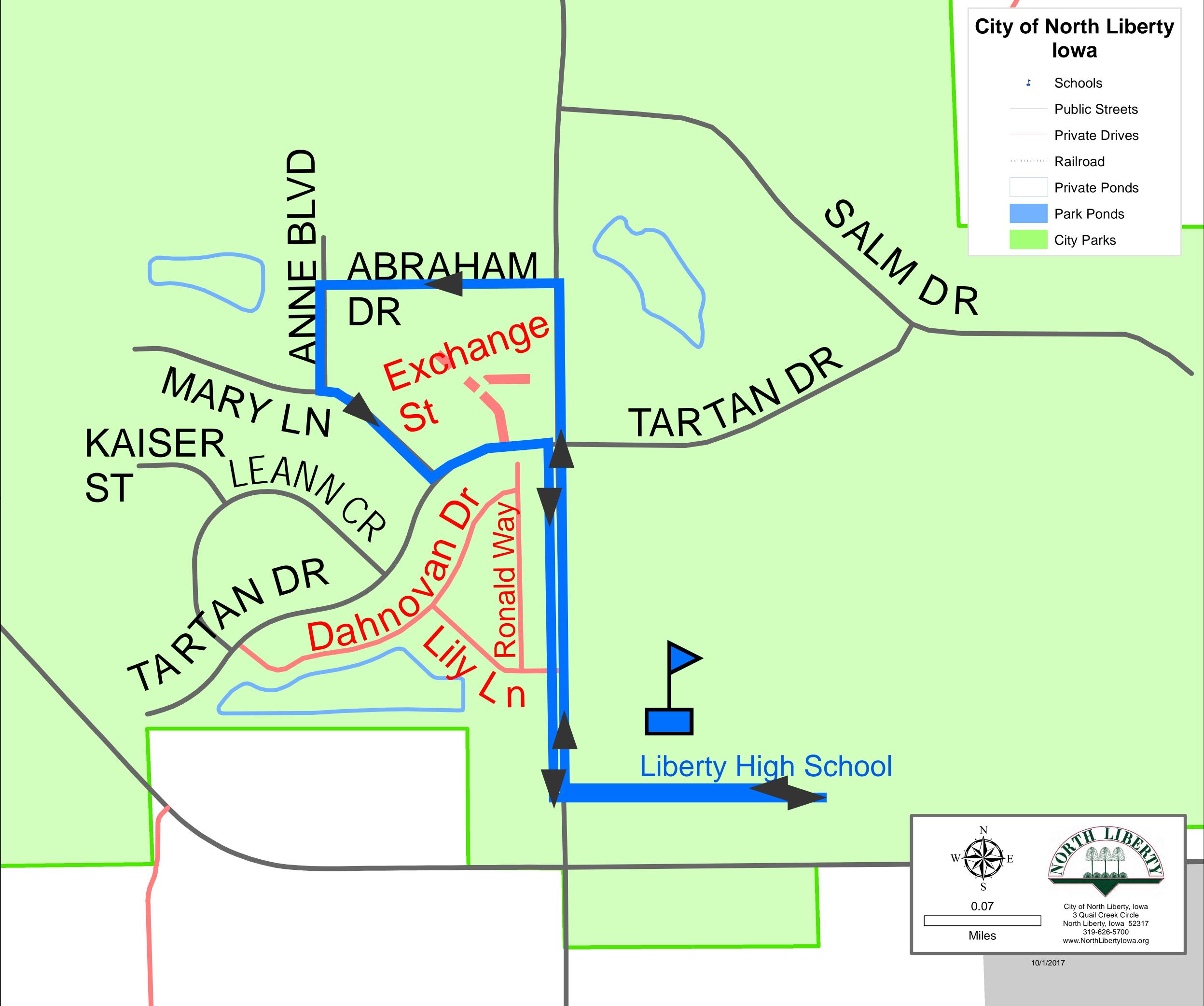
If the number of attendees is expected to exceed 3,000 people for more than 4 hours, what emergency medical services or first aid services will be available onsite for the duration of the event?

Attendance is not expected to exceed 3,000.

Applicant Signature:

Date: 10/6,

NOISE VIOLATIONS, ALCOHOL VIOLATIONS AND OTHER ISSUES CAN RESULT IN LAW ENFORCEMENT ENDING AN EVENT EVEN WHEN A TEMPORARY SPECIAL EVENT PERMIT HAS BEEN ISSUED.



Resolution No. 2017-115

RESOLUTION AUTHORIZING TEMPORARY STREET CLOSINGS IN CONNECTION WITH THE LIBERTY FEST PARADE

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

WHEREAS, Liberty High School has requested that portions of some City streets be closed for the Liberty Fest Parade from 5:45 PM to 6:45 PM, on Tuesday, October 17, 2017;

WHEREAS, the parade route is proposed to start at Liberty High School, traveling north on North Liberty Road to Abraham Drive; Abraham Drive to Anne Boulevard; south on Mary Lane; east on Tartan Drive to North Liberty Road; and south on North Liberty Road returning to the Liberty High School campus;

WHEREAS, the following streets are requested to be temporarily closed:

- 1. The portion of North Liberty Road from Dubuque Street to the north to Abraham Drive.
- 2. Abraham Drive from North Liberty Road to the west to Anne Boulevard.
- 3. Anne Boulevard from Abraham Drive to the south to Mary Lane.
- 4. Mary Lane to the southeast from Anne Boulevard to Tartan Drive.
- 5. Tartan Drive to the east from Mary Lane to North Liberty Road.

NOW, THEREFORE, BE IT RESOLVED by the City Council of North Liberty, Iowa that City Staff is hereby authorized to hold a parade on Tuesday, October 17, 2017, commencing at 5:45 PM through 6:45 PM, over portions of city streets, as shown on the attached exhibit.

APPROVED AND ADOPTED this 10th day of October, 2017.

CITY OF NORTH LIBERTY:

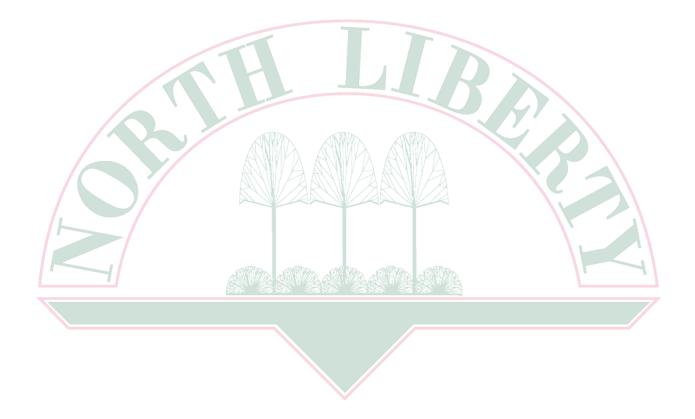
TERRY L. DONAHUE, MAYOR

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

Additional Information



To: Mayor and City Council

From: Tom Palmer, Building Official

CC: City Administrator

Date: 10/4/2017

Re: Monthly Report

September Permit Report:

Eight-one permits were issued in September with estimated construction value of \$11,062,223.31. Twenty-three permits were issued for residential projects with a construction value of 6.74 million dollars. Canyon Building & Design from Tucson AZ has obtained a permit to begin installing the foundation for the GEICO project. Staff completed 499 building inspections.

Certificate of Occupancy:

Eleven certificates were issued for new single-family dwelling units, four certificates for new rental units and two certificates for residential remodeling projects.

Rental/Code Enforcement:

Five new rental permit applications were received in September. Twenty-two rental inspections were completed along with eighty-eight code enforcement complaints were handled in September.

Backflow Prevention Testing:

We are ninety days into the new tracking program to ensure owners are testing backflow preventers annually. Staff has received many phone calls and visited sites to assistance owners to understand why these devices are required to be tested yearly. Several residential property owners have obtained permits to remove the irrigation meters to abandon the lawn irrigation systems.

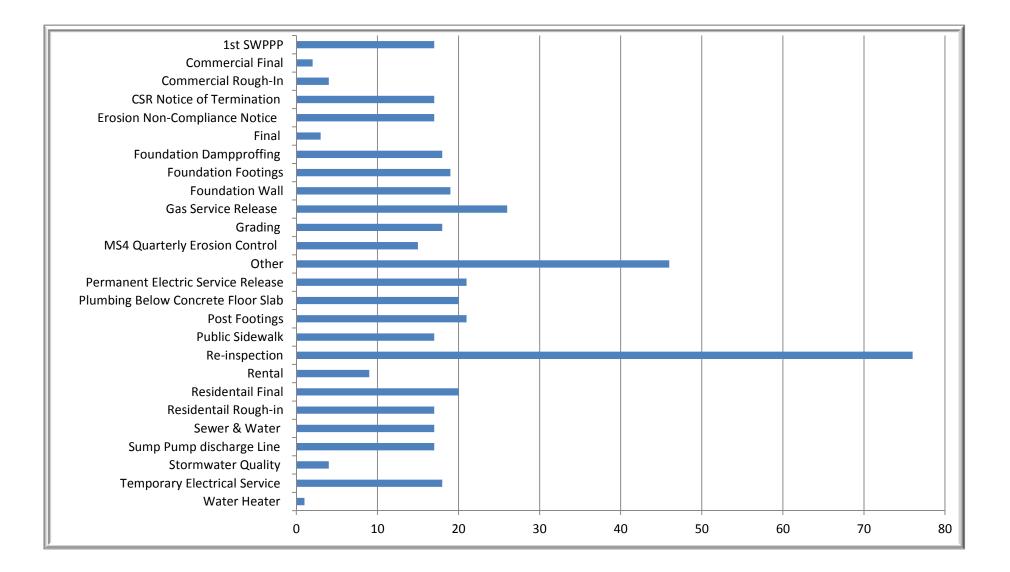


Department of Buidling Safety 319-626-5713 www.northlibertyiowa.org

September 2017 Monthly Permit Report

Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	19	\$5,820,809.00	\$63,095.84	19	19	
2	New Single Family Dwelling Attached	0	\$0.00	\$0.00	0	0	
3	New Townhouse	4	\$919,600.00	\$9,776.64	1	4	
4	New Multi-Family Housing	0	\$0.00	\$0.00	0	0	
5	New Commercial	1	\$3,995,457.00	\$18,392.92	1	1	GEICO
6	New Industrial	0	\$0.00	\$0.00	0	0	
7	School	0	\$0.00	\$0.00			
8	Residential Alteration	6	\$48,314.25	\$899.52			
9	Residential Addition	1	\$100,000.00	\$933.75			
10	Commercial Alteration	2	\$171,266.39	\$1,461.53			
11	Commercial Addition	0	\$0.00	\$0.00			
12	Industrial Alteration	0	\$0.00	\$0.00			
13	Industrial Addition	0	\$0.00	\$0.00			
14	Other	48	\$6,776.67	\$1,944.08			
15	Public	0	\$0.00	\$0.00			
	Totals	81	\$11,062,223.31	\$96,504.28	21	24	

SFD Attached are zero lot line units Townhouse are 3 or more units with shared side walls and have a rear yard area



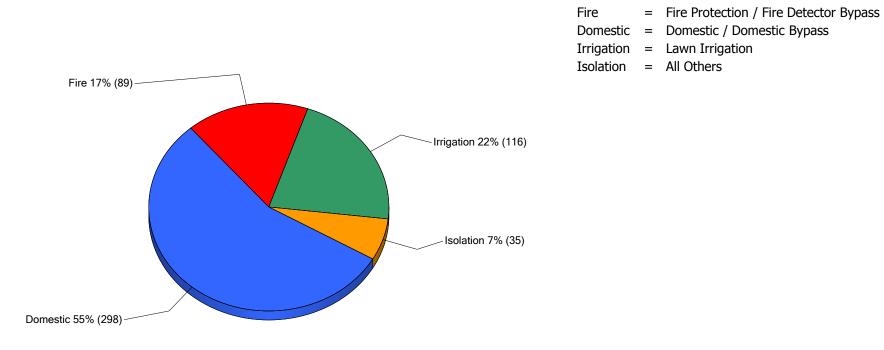
Code Enforcement Report

Case Date	Case #	Complaint
9/1/2017	2327	renting without a permit
9/1/2017	2328	renting without a permit
9/5/2017	2329	have placed a portion of a child's play equipment structure over the property
		line
9/6/2017	2330	renting without a permit
9/6/2017	2331	have constructed a roof and enclosure on the deck
9/6/2017	2332	renting without a permit
9/6/2017	2333	have constructed an enclosed porch onto home
9/6/2017	2334	have constructed a roof on the deck without the required permits
9/6/2017	2335	Mowing
9/6/2017	2336	renting without a permit
9/7/2017	2337	failure to make the required corrections stated in the rental inspection report in
		compliance with the Housing Code
9/7/2017	2338	pest infestation in building, specifically unit number 7
9/7/2017	2339	unattended trailer in street
9/8/2017	2340	Cross connection hazard
9/8/2017	2341	Cross connection hazard
9/12/2017	2342	illegal placement of signs
9/12/2017	2343	bed bug infestatiion
9/12/2017	2344	have allowed the unit to be occupied by someone other than the owner
9/12/2017	2345	illegal signs on property
9/14/2017	2346	Building garage, carport without inspections, and a deck cover without a permit.
9/15/2017	7100	Cross connection hazard
9/15/2017 9/18/2017		renting without a permit
9/18/2017		operating business without required zoning certificate
		Occupying building without the required zoning permit
9/18/2017	2351	commons stair tower doors are being blocked open, storage in water meter
9/18/2017	2252	rooms and water heater replacement without the required permits
9/18/2017	2352	commons stair tower doors are being blocked open, storage in water meter
		rooms and water heater replacement without the required permits

09/01/2017 - 09/30/2017

9/18/2017	2353	commons stair tower doors are being blocked open, storage in water meter
		rooms and water heater replacement without the required permits
9/18/2017	2354	commons stair tower doors are being blocked open, storage in water meter
		rooms and water heater replacement without the required permits
9/18/2017	2355	commons stair tower doors are being blocked open, storage in water meter
		rooms and water heater replacement without the required permits
9/18/2017	2356	Cross connection hazard
9/18/2017	2357	Water use without installing meter
9/19/2017	2358	renting without a permit
9/20/2017	2359	Failure to provide annual backflow prevention test report
9/20/2017	2360	Failure to provide annual backflow prevention test report
9/21/2017	2361	using property without permission
9/21/2017	2362	using property without permission
9/21/2017	2363	vehicle parked on grass
9/21/2017	2364	Failure to provide annual backflow prevention test report
9/22/2017	2365	Failure to provide annual backflow prevention test report
9/22/2017	2366	Failure to provide annual backflow prevention test report
9/22/2017	2367	Failure to provide annual backflow prevention test report
9/22/2017	2368	Failure to provide annual backflow prevention test report
9/22/2017	2369	Failure to provide annual backflow prevention test report
9/22/2017	2370	Failure to provide annual backflow prevention test report
9/22/2017	2371	commons stair tower doors are not closing completely on their own and
		latching, and the annual sprinkler system has not been renewed, both of which
		are fire related and a safety hazard
9/22/2017	2372	Failure to provide annual backflow prevention test report
9/22/2017	2373	Failure to provide annual backflow prevention test report
9/22/2017	2374	Failure to provide annual backflow prevention test report
9/22/2017	2375	Failure to provide annual backflow prevention test report
9/22/2017	2376	Void
9/22/2017	2377	Failure to provide annual backflow prevention test report
9/22/2017	2378	Failure to provide annual backflow prevention test report
9/22/2017	2379	Failure to provide annual backflow prevention test report
9/22/2017	2380	Failure to provide annual backflow prevention test report
9/22/2017	2381	Failure to provide annual backflow prevention test report
9/22/2017	2382	Failure to provide annual backflow prevention test report
9/22/2017	2383	Failure to provide annual backflow prevention test report

9/22/2017		Failure to provide annual backflow prevention test report
9/22/2017		Damaged building sewer
9/22/2017	2386	Failure to provide annual backflow prevention test report
9/22/2017	2387	Failure to provide annual backflow prevention test report
9/22/2017	2388	Failure to provide annual backflow prevention test report
9/22/2017	2389	Failure to provide annual backflow prevention test report
9/22/2017	2390	Failure to provide annual backflow prevention test report
9/22/2017	2391	Failure to provide annual backflow prevention test report
9/25/2017	2392	Failure to provide annual backflow prevention test report
9/25/2017	2393	Failure to provide annual backflow prevention test report
9/25/2017	2394	Failure to provide annual backflow prevention test report
9/25/2017	2395	Failure to provide annual backflow prevention test report
9/25/2017	2396	Failure to provide annual backflow prevention test report
9/25/2017	2397	Failure to provide annual backflow prevention test report
9/25/2017	2398	Failure to provide annual backflow prevention test report
9/25/2017	2399	Failure to provide annual backflow prevention test report
9/25/2017	2400	Failure to provide annual backflow prevention test report
9/25/2017	2401	Mowing
9/25/2017	2402	Mowing
9/26/2017	2403	Cross connection hazard
9/26/2017	2404	Cross connection hazard
9/27/2017	2405	Cross connection hazard
9/28/2017	2406	damaged hose bib
9/28/2017	2407	Cross connection hazard
9/28/2017		Cross connection hazard
9/28/2017	2409	structural safety and electrical fire hazard above garage
9/28/2017		Cross connection hazard
9/28/2017		truck and trailer parked on City's street for over a week
9/28/2017	2412	sidewalk has not been installed upon property to adjoin public right-of-way for
		parcel number: 0611332002 at the intersection of North Kansas Avenue and
		North Madison Ave
9/28/2017		renting without a permit
9/29/2017	2414	addition to driveway without obtaining the required permit, and expansion
		beyond what is allowed by City code



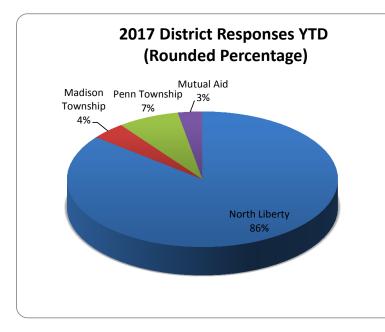


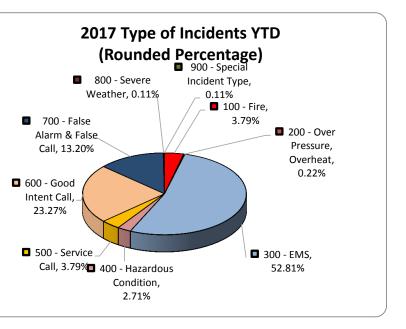
North Liberty Fire Department 2017 Monthly/YTD Hour & Response Report

2017 North Liberty Fire Department Responses By Fire District										Year	Percent			
	January	February	March	April	Мау	June	July	August	September	October	November	December	To Date	To Date
North Liberty	89	75	78	59	97	92	104	96	101				791	85.61%
Madison Township	6	8	5	7	1	4	3	2	2				38	4.11%
Penn Township	2	11	6	7	10	7	9	4	12				68	7.36%
Mutual Aid	1	1	3	2	5	5	8	2					27	2.92%
Total Responses	98	95	92	75	113	108	124	104	115				924	

2017 North Liberty Fire Department Responses By Type of Incident

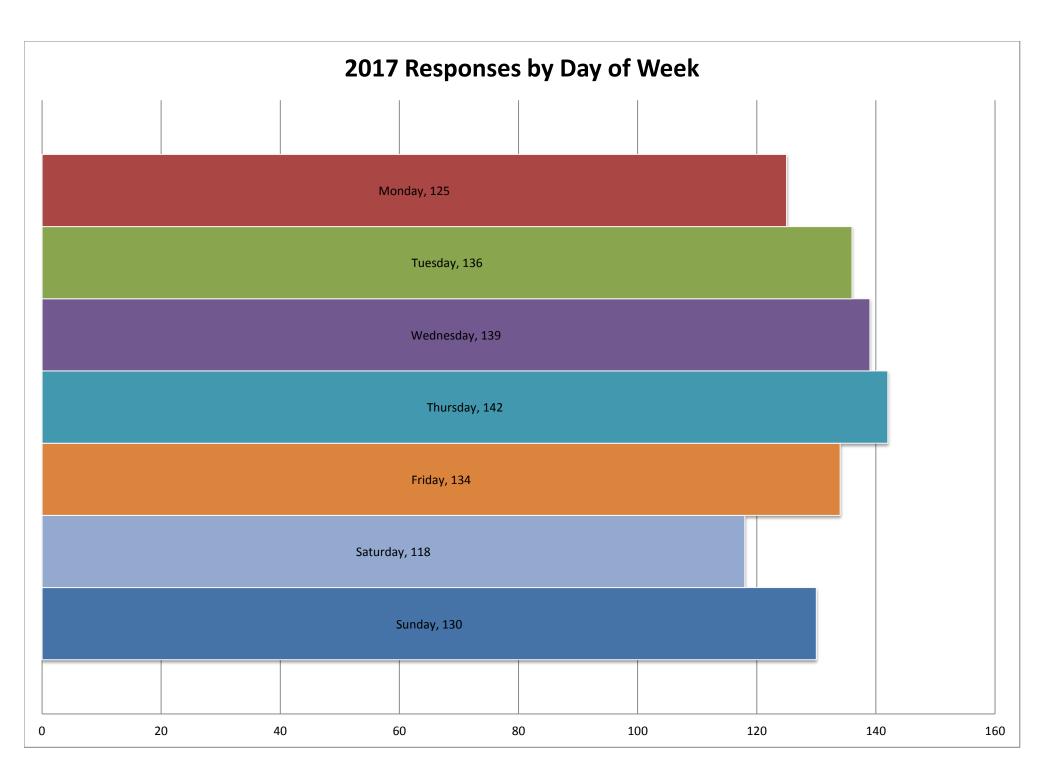
													i cui	1 CI OCIIL
	January	February	March	April	May	June	July	August	September	October	November	December	To Date	To Date
100 - Fire	4	8	6	1		6	5	3	2				35	3.79%
200 - Over Pressure, Overheat					1				1				2	0.22%
300 - EMS	46	45	48	40	68	58	77	46	60				488	52.81%
400 - Hazardous Condition	2	3	1	4	2	2	2	5	4				25	2.71%
500 - Service Call	6	4	3	3	5	5		3	6				35	3.79%
600 - Good Intent Call	22	25	20	20	22	28	27	25	26				215	23.27%
700 - False Alarm & False Call	18	9	14	7	15	9	12	22	16				122	13.20%
800 - Severe Weather							1						1	0.11%
900 - Special Incident Type		1											1	0.11%
Total Responses	98	95	92	75	113	108	124	104	115				924	
 300 - EMS 400 - Hazardous Condition 500 - Service Call 600 - Good Intent Call 700 - False Alarm & False Call 800 - Severe Weather 900 - Special Incident Type 	46 2 6 22 18	3 4 25 9	1 3 20 14	4 3 20 7	2 5 22 15	2 5 28 9	2 27 12 1	5 3 25 22	4 6 26 16				488 25 35 215 122 1 1	52.81 2.719 3.799 23.279 13.209 0.119

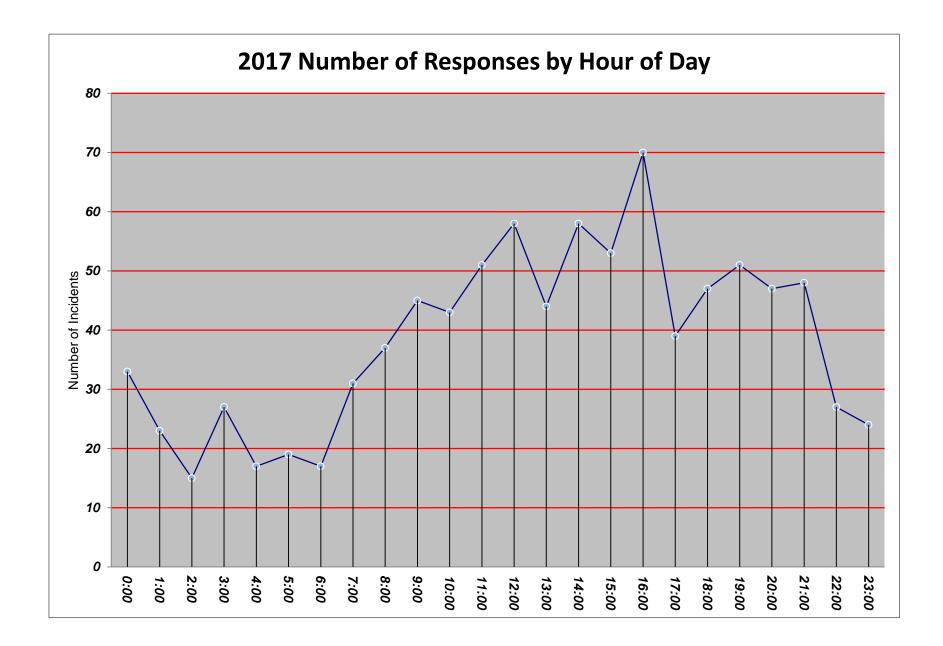


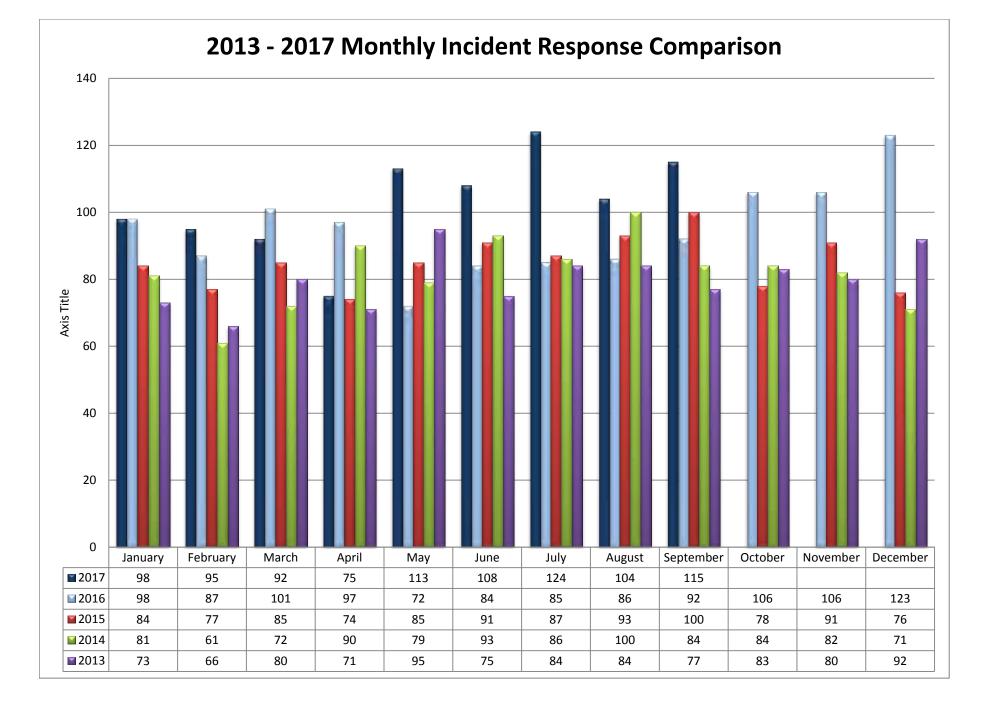


Year

Percent









2017 North Liberty Fire Department Member Responses By Month

E LIBERTY				_		-		-	-			_	Year	Percent
	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	To Date	To Date
Responses for Month	98	95	92	75	113	108	124	104	115				924	
Barney, Mallory	17	13	18	19	22	6	47	38	19				199	21.54%
Brumm, Ryan	11	14	10	12	12	7	1	7	5				79	8.55%
Burleson, Lynn	18	8	16	8	13	16	15	1	17				112	12.12%
Chiles, Branden	10	18	13	6	17	20	15	5	6				110	11.90%
Coyle, Jim*	0	0	1	0	0	0	0	0	0				1	0.11%
Dolezal, Dan	21	10	8	10	1	0	1	1	0				52	5.63%
DuBay, Rob	0	0	0	4	14	20	26	28	16				108	11.69%
English, Joseph	45	43	29	24	34	35	20	22	21				273	29.55%
Hardin, Bryan	12	13	14	5	12	18	29	10	22				135	14.61%
Hofsommer, Greg	19	16	22	19	28	42	56	42	21				265	28.68%
Jaeger, Jeff	30	23	19	16	34	33	34	39	37				265	28.68%
Johnston, Mike	11	6	9	6	10	6	4	9	9				70	7.58%
Kaduce, Michael	19	13	11	12	22	9	26	17	11				140	15.15%
Keitel, Brad	15	11	4	3	5	5	17	3	12				75	8.12%
Kelchen, Jessica	27	31	24	22	42	31	37	24	20				258	27.92%
Kochanny, Chris	22	25	36	30	34	13	10	36	27				233	25.22%
Kramer, Adam	12	8	7	4	9	7	12	10	7				76	8.23%
Lundquist, Jonathan	19	10	12	8	20	11	19	0	0				99	10.71%
McDonald, James	26	24	18	19	37	18	19	25	13				199	21.54%
Messinger, Matt	10	6	16	15	18	17	21	13	6				122	13.20%
Miller, Jordan	32	33	31	18	44	26	33	19	19				255	27.60%
Moliterno, Brad	24	21	38	18	27	23	15	18	16				200	21.65%
Newkirk, Richard	27	25	13	7	23	5	28	19	16				163	17.64%
Place, Alexander	19	14	17	9	18	18	12	6	14				127	13.74%
Ransom, Eric	22	16	8	5	19	9	14	11	8				112	12.12%
Reasner, Richard	15	20	3	12	22	18	15	11	9	1	1	1	125	13.53%
Rennekamp, Bryan	15	23	17	12	29	23	31	23	18				191	20.67%
Rigdon, Zach	6	17	6	8	16	7	19	3	2				84	9.09%
Ropp, Brian	41	34	19	30	48	24	52	32	31			1	311	33.66%
Schmooke, Bill	14	12	12	3	15	8	25	23	23				135	14.61%
Schoening, Austin	4	18	17	11	26	17	34	15	11				153	16.56%
Schultz, Christine	8	12	11	9	18	11	9	10	11				99	10.71%
Voparil, Craig	17	16	8	6	24	14	7	16	9				117	12.66%
White, Geoffery	24	22	25	19	40	37	36	35	32			1	270	29.22%
Wichmann, Megan	15	33	31	13	22	14	17	2	28			<u> </u>	175	18.94%
Williams, Justin	13	10	3	8	11	14	18	10	12	<u> </u>			103	11.15%
* Fire Dept Chaplain	10	10	5	0		10	10	10	14				105	11.1070

* Fire Dept. Chaplain

				20	17 - Top 5 Ca	<mark>IIS N</mark>	lade by Mont	h				
	Jan		Feb		Mar	r Apr			Мау		Jun	
1	English	45	English	43	Moliterno	38	Kochanny Ropp	30	Ropp	48	Hofsommer	42
2	Ropp	41	Ropp	34	Kochanny	36	English	24	Miller	44	White	37
3	Miller		Miller Wichmann		Miller Wichmann	31	Kelchen	22	Kelchen	42	English	35
4	Jaeger	30	Kelchen	31	English	29	Barney Hofsommer McDonald White	19	White	40	Jaeger	33
	Kelchen : Newkirk		Newkirk Kochanny	25	White	25	Miller Moliterno	18	McDonald	37	Kelchen	31
	July		Aug		Sep		Oct		Nov		Dec	
1	Hoffsommer	56	Hoffsommer	42	Jaeger	37						
2	Ropp	52	Jaeger	39	White	32						
3	Barney	47	Barney	38	Ropp	31						
4	Kelchen	37	Kochanny	36	Wichmann	28						
5	White	36	White	35	Kochanny	27						

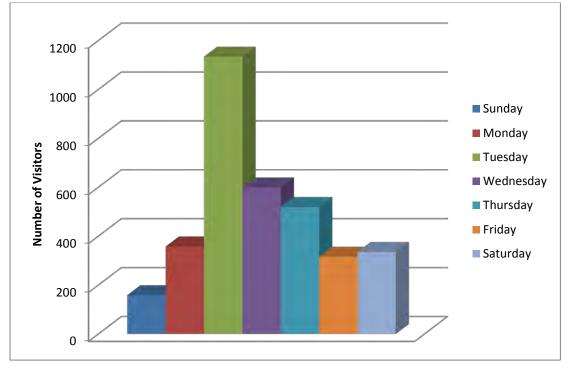
	2017 - Top 5 (Calls Made by	Year-To-Date	
1	Ropp	311	33.66%	
2	English	273	29.55%	
3	White	270	29.22%	
4	Hoffsommer Jaeger	265	28.68%	
5	Kelchen	258	27.92%	



TO: City Administrator and City Council FROM: Jennie Garner, Library Director DATE: Oct. 3, 2017

SUBJECT: Library Monthly Report

At a Glance	
Door Count	14314
Computer Usage	2261
Database Use	2899
Meeting Room Use	1500



Average Daily Library Visits

Programming, Events and News

Library staff was pleased to see over 2500 people come through the doors on Sept. 12 during the school board elections. It's wonderful to have the space to enable the library to be a polling site for our community.

The library staff members amped up the programming for all ages this summer. Some statistics to note: We had 739 kids birth to age 18 register for the summer reading program with a 53 percent completion rate, which is really positive especially considering the reading challenge included more time reading this summer than in the past. For the adult program we had 208 register and 96 complete. The library offered 222 programs from May to July including in-library programs and outreach.

We were pleased to work with the NL Fire Department on their Salute to Summer event. All of the full-time library staff helped at the event. We had beautiful weather and a great turnout. The library had a booth with face painting and caricatures that was busy all afternoon along with our special guest, Chase the Police dog from Paw Patrol.

The third annual Baby Fair drew big crowds and great feedback (see photos included in this month's report). Car seat safety checks were held outside, while mini-programs were offered and local vendors to attendees in the library. Vision, hearing and language screenings were just a few offerings for babies and toddlers.

If you haven't been in the library lately, please stop by and see the new flooring that was just installed. There is new carpeting in the kids' area which is much more friendly on little knees and new plank flooring in the storytime room, adult reading area and teen lounge. We have had some issues with the rubber tire flooring bubbling since the renovation was completed so this was done to help resolve that. Thanks to the Friends of the North Liberty Community Library, who helped supplement the funding for the new flooring.

Friends will host their annual waffle breakfast in the Community Center gym from 8-11am on Saturday, Oct. 14. We hope to see you all there to support their efforts and enjoy the wonderful all you can eat Belgian waffles and sausage breakfast. Tickets are available in the library at a discounted price of \$6 per ticket or a book of 10 for \$50 before the event or \$8 each at the door. Children age 5 and under eat free.

August Highlights at Your Library:



3rd Annual Baby Fair



Over 30 vendors and 150+ patrons came out for the NLCL Baby Fair, with wellness information, car seat safety checks, mini-programs and more.







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

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

Date: October 2, 2017

Re: Monthly Report

We performed various building maintenance tasks as needed this month. We finished the trim work on the Penn Meadows Park storage shed. Parks staff framed in and installed a new window at the City Administration office on September 2nd.

We performed equipment maintenance tasks as needed.

We picked up trash and pet waste stations as needed this month.

A great deal of time was spent mowing and trimming weeds around fence lines, the bike trail, City parks, City grounds and ponds this month.

Landscaping areas have been maintained and watered frequently. Landscape maintenance has taken a great deal of time due to the abundance of weeds and the frequency of watering due to recent landscape plantings.

We completed seeding projects this month at Penn Meadows Park, Creekside Park, Koser Park and the outdoor pool grass area.

Park staff continues to trim trees at Penn Meadows Park to make it easier for the mowing crew and have also trimmed most of the trees along the bike trail from Forevergreen Road to Golfview Drive for visibility and safety.

We continue to maintain ball fields and facilities this month due to softball tournaments on the weekend.

We have begun field improvements at the Babe Ruth field. We are working with the ICSD to make improvements prior to the start of the next year baseball season. The current fence is 310 feet deep but will be expanded to 395 feet to accommodate the Liberty High JV and Varsity baseball teams.

I meet with City Staff to discuss a possible 28E agreement with the ICSD regarding usage of City facilities.

I attended various meetings with Shive Hattery regarding the Hwy 965 Phase III Improvements project and Water plant improvement project. All related to landscaping.

Harding Concrete removed and replaced the concrete around the storage shed at Koser Park. Parks Staff graded and seeded the area after the concrete work had been completed.



North Liberty Police Monthly Report September 2017

Training:

- All officers attended in-house training for taser and Driving at Hawkeye Downs in Cedar Rapids. We completed this in two days. (168 hours)
- The Chief and Lieutenant attended the Law Enforcement Leadership Education Seminar in Ames, presented by the Chief's Association. Topics included planning for a Line of Duty Death. (16 hours)
- One Sergeant attended a week long leadership course presented by the FBI in Marion (40 hours)
- All officers completed the mandatory bi-annual firearms training in Cedar Rapids. This was also completed in two days for all staff. (168 hours)

Public Relations:

- Officers attended the end of summer event/block party for Holiday Lodge Mobile Home Court.
- Two officers volunteered their time to go and work in Anamosa, Iowa during the funeral of an officer that died in a vehicle collision while off-duty. This was requested so the Anamosa department members could attend the wake and funeral of their co-worker.
- Officers attended the Doggie Plunge at the NL Rec Center. The Rec Center has graciously decided to make a donation to our Police Canine Program.
- The Chief presented on current trends, issues and the history of the North Liberty Police Department to the North Liberty Unity Coalition.
- Officers attended the NL Fire Department Dedication and our Police Chaplain provided the invocation.

Equipment:

• The Canine vehicle was fully outfitted, marked with our decals, and had the windows tinted. We will be ready for next month's training to start.

Enforcement:

- A 19 year old was located and arrested for vehicle burglaries around Lockview Court.
- We completed the press release for the assisting ICPD on locating robbery suspects and the self-inflicted gunshot wound inside a residence on David Lee Court, resulting in a death. The gunshots inside the residence prompted the call out of the Johnson County Special Response team to clear the scene.

Traffic Contacts	510
Parking Contacts	35
Vehicle Inspections	30
Vehicle Unlocks	29
Crash Investigations	25
Public Assists	369
Assist Other Agency	121
Crimes Against Persons Report	7
Crimes Against Property Report	35
Other Reports	44
Arrests	38
Warrants	11
Alcohol/Narcotics Charges	16
Crimes Against Persons Charges	5
Crimes Against Property Charges	5
Other Charges	26
Animal Calls	48
Total Calls for Service	2385
*Total Calls for Service for the year	17998

• We also utilized the services of the University of Iowa Police Bomb Detection Canine (& handler), and a bomb technician for a suspicious package at the High School. The duct taped box was concluded not be a threat by the teams and contained a marble maze inside.

Department Admin:

- We attended the sendoff ceremony for the officer that will be deployed for a year.
- We are planning for next month's Coffee with a Cop at McDonalds on October 4th.
- Budget planning is underway for FY19.
- The Body-Worn Camera grant came to an end on the September 30th. The \$14,910 of the 50% budget funds was withdrawn and we should have the new system up and running in a few weeks.
- The evidence room was cleared out and letters were sent to all parties that could collect or pick up stored items. Items that have been at the PD for a year after notification to the owners, was properly disposed. We also completed the internal audit of the evidence that we have at the PD.
- Working on the final draft for policy clarification to join the Johnson County Special Response Team. The legal team is working on the MOU between the joining entities. We have 6 officers that are interested. They passed the preliminary testing for the physical and firearms qualification. Next will be testing with Johnson County Sheriff's Office and interviews with current team members to select two NLPD officers. We are still expecting to have the agreements in place and start training with the group by January 2018.
- The Police Facilities Design Group was selected to design the new police building. Planning has started for them to come to meet with all staff for the programming design.
- The Canine Handler went to the Canine Tactical to meet the dogs that were selected for NLPD. There are two dogs that are candidates. One of the Belgium Malinois is a clone that will be 8 months old when they start training and the other is a year old that was selected from overseas. The handler is excited and said we will be happy with either one. The selection will be determined who imprints on the handler during the first week of training and his pick. The officer will be gone for 5 weeks starting at the end of next month for training.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 10/4/2017

To: Mayor, City Council and City Administrator From: Shelly Simpson, Recreation Director

Date: October 3, 2017

Monthly Report – September 2017

Recreation Update:

"Kids Campsite" usage for this month, totaling 596 participants.

September picks back up with the start of new fall session of programs, JH use and sport leagues utilize gymnasiums from after school through evening.

Baker Group continues installation of our new camera and door access system. Work will hopefully wrap up and staff training begins.

Some vacation time was taken this month in between the normal day to day operations.

Attendance for Senior Dining continues to be low this month. Heard complaints about the same food from vendor every time but not sure of options at \$4 per person. Will try to reach out to other food businesses to see if interested.

Have been working with Communications Department with Beat the Bitter event planning meetings and assisted with purchase of ice rink for this event and public use to be determined.

Pool Update:

The Outdoor Pool closed on Sunday, September 3 for the season. Ashley did hold the Doggie Plunge on two days, September 7 & 8 with 316 dogs attending and revenue totaling \$2,984. Half - \$1,492 went to support the NL Police Canine and half - \$1,492 went to support the Cedar Valley Humane Society.

Swim lessons in the Indoor Pool resumed, with 169 participants for the month.

Lap swimming, open swimming, water aerobic classes and swim lessons all started back up accordingly.

Submitted by Shelly Simpson

To: Mayor and City Council

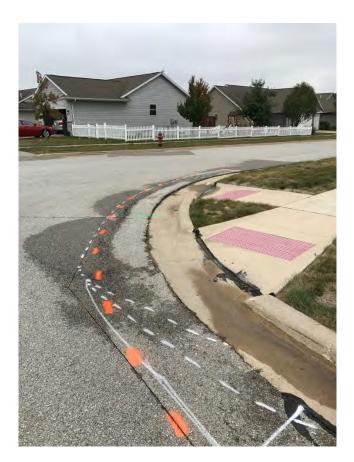
From: Michael Pentecost, Street Superintendent

Re: September 2017 Monthly Report

October 2, 2017

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

- Locating of City Utilities (299 job tickets) ongoing
- Continued animal control services (responded to 9 animal issues)
- Cemetery plot locates (2 in total)
- Continued jetting and vacuuming of sanitary sewer mains
 - a. 71,687 feet (13.5 miles) of mains cleaned in total
 - b. Subdivisions completed are Cedar Springs, Fox Run, Aspen Ridge, Deerfield / 240th St, field areas north of Penn St, and part of Penn Meadows and Jefferson Additions
 - c. Jet/Vac truck having service work performed on it
- Penn Street, North Liberty Rd, and Forevergreen construction projects continuing
 - a. Penn Street project punch list item walk through
 - b. North Liberty Rd project is 96.8% complete
 - c. Forevergreen Rd construction project has begun with IDOT
- Street Repair
 - a. N Dubuque St concrete tear out and replacement
 - b. Antler Ln and Fawn Ln intersection concrete and asphalt tear out and replacement
- Finished season of city wide painting
 - a. Contractor painted parts of Ranshaw Way, Penn St, and Zeller St
 - b. Streets staff finished FD and PD parking areas along with Cherry St parking
- Project Meetings
 - a. Front St reconstruction meetings and design
 - b. Brine building construction progress meetings
 - c. North Liberty Rd progress meetings
 - d. Ranshaw Way phase 3 along with Coral Ridge Ave project
 - e. Dubuque St trail lighting and Special Events Permit meeting
- Street signs install / repair
 - a. Reflective post markers installed on all pedestrian crossing, bike paths, and curve arrows
 - b. Completed the removal of Hwy 965 signs and install of Ranshaw Way signs
- Storm box repair on Kansas Ave, Liberty Way, and Hackberry Dr
- Complete siren warning test and confirmation on monthly test
- Prep equipment and leaf pile site for the start of citywide leaf collection
- West Lake trunk sewer review of infrastructure and research for solutions on H2S damage
- Training
 - a. Blood borne Pathogens by IAMU
 - b. Municipal Infraction Training
- All city speed zones updated and gps locations collected



Fawn and Antler repair

Asphalt had large bump making it hard for walkers and wheelchairs to pass.



Smooth transition after repair.



Concrete curb and street had failed.



Smooth transition from street to sidewalk after replacement.

Communications Department Report

Submitted to the North Liberty City Council Sept. 29, 2017, for the month of September 2017

City Snippet

Megan created a new, bit-sized series to help us convene the small, and easy-to-overlook pieces of news that regularly come out of city council meetings and other places. These videos are geared towards mobile screen on our social media: short, square and informative without sound. We posted the first one, 37 seconds long and covering NLPD design, NLFD chief and transit, on Sept. 27. Facebook offers some pretty detailed analytics for video, and we'll use those to continue to tweak the format.

Beat the Bitter

Jillian has been meeting with the community committee and working on plans and funding for the 2018 edition of our winter festival. In its third year, she places to build on last year's success, continuing the free family activities and fireworks on Friday, with winter games and activities geared towards adults on Saturday. Megan has been preparing promotional items for run up and launch. One big area for development is expanding the number of affiliated events: events organized independently and held Jan. 28 to Feb. 3 but supported with some Beat the Bitter marketing.

Liberty Performing Arts

We're working with Liberty High School to produce some performing arts programing. We're working in conjunction with Coralvision, which has been doing similar productions for West High performing arts for a number of years. Our first production is scheduled for Oct. 4.

3CMA annual conference

Nick attended the annual City-County Communications and Marketing Association conference. The three-day conference offered great opportunities to learn about how other local governments are tackling the same issues we face, see innovative examples of communication and grab ideas we can steal adapt to our own use.

There were some takeaways for places we can improve, of course, and we've already looked to take steps to do so.

Campaigns are good. We often get caught in the day-to-day of putting out fires or getting information out. We're trying to do a better job of stepping back and looking further out to build better campaigns while not losing track of the need for day-to-day flexibility. Our weekly meetings now start with identifying needs six months away before moving to more concrete items in the nearer future.

Strengthen our internal and external networks. We work with a lot of different folks, both in other departments and in the community, but we need to deliberately strengthen those connections. We've started to identify allies in other departments who might be able to help keep us up to date on cool stuff they're doing and provide content, similar to the folks we teamed up with for last year's Snapchat takeover. Likewise, strengthening our connections to people in the community to help us address rumors and misconceptions earlier in the process.

Look for more opportunities to meaningfully engage public. Improving the ways in which we ask for feedback and input can help us build our network of advocates and ambassadors and address more problems proactively. We see that in action with the strength of community events, partnerships with NLYBS and elsewhere in the city. We'll be working with the special projects coordinator to implement complaint track, which is a first step to streamlining the collection and response to feedback.

Update our city social media policy. We have good, commons-sense guidelines for how the city's use of social media that provides a good foundation for staff communicating of the city's behalf. We have a good backbone for our social media policy, but it needs to be updated to include clear information about acceptable comments, define records retention and set limits and expectations for staff. We're currently researching other municipalities' guidelines and looking to adapt them for our use and exploring services that would make records retention a simpler process.

Social Brand Forum

Megan attended the one-day Social Brand Forum in Iowa City where she explored ideas to communicate and market on social media. While not focused on local government communications, many of the ideas are adaptable to our needs. Big focus: thinking about mobile social media first (she's implemented some of those ideas in City Snippet, for example).

Other

We produced and submitted City Council meetings to the Iowa City government channel.

Staff represented the City of North Liberty at as part of the Iowa City Area Chamber of Commerce North Liberty steering committee, and with the United Way.

We sent news releases about our new fire chief, leaf collections, trail connects planned for 2018, Halloween events and more.

Month	Facebook new likes	Facebook reach (28 days)	Twitter new follows	Twitter impressions	Instagram net new follows
September 2017	107	65,887	36	33,400	21 (1016)
August 2017	111	51,381	37	46,900	18 (995)

Social media (Current month and preceding 12)

July 2017	49	20,886	47	23,300	20 (977)
June 2017	69	27,806	29	16,700	20 (957)
May 2017	81	22,901	23	21,800	11 (937)
April 2017	72	37,913	36	28,400	15 (926)
March 2017	92	63,364	29	20,100	10 (911)
February 2017	54	40,720	39	38,100	14 (901)
January 2017	41	27,035	59	17,400	13 (887)
December 2016	51	59,538	29	17,800	14 (874)
November 2016	48	50,690	36	12,700	17 (860)
October 2016	79	74,835	42	30,300	19 (843)
September 2016	64	62,860	52	25,000	21 (824)

Website Statistics (Current month and preceding 12)

Month	Sessions	Users	Pageviews	Pages/Session	Avg. Session
September 2017	14,559	10,929	29,604	2.03	1:24
August 2017	17,263	12,335	36,431	2.11	1:30
July 2017	22,274	15,331	43,681	1.96	1:23
June 2017	24,295	18,102	45,565	1.88	1:14
May 2017	17,593	12,775	37,549	2.13	1:33
April 2017	17,784	12,520	36,183	2.03	1:26
March 2017	27,434	21,552	47,673	1.74	0:59
February 2017	13,340	9,711	29,186	2.19	1:32
January 2017	15,482	10,918	35,254	2.28	1:33
December 2016	12,687	9,167	29,048	2.29	1:30
November 2016	13,679	9,930	28,603	2.09	1:25
October 2016	18,311	12,813	35,906	1.96	1:25
September 2016	14,139	10,256	30,028	2.12	1:30

Completed Shoots

Title	Requested By	Date Shot	Duration
Planning and Zoning	City Administration	Sept. 5	0:12
Social: Hunger is Not a Game	United Way JWC	Sept. 5	0:01
Social: United Way food packaging	United Way JWC	Sept. 5	0:02
Parks and Recreation	City Administration	Sept. 7	0:38
Social: Doggie Plunge	Communications	Sept. 7	0:01
Communications Advisory Commission	City Administration	Sept. 11	0:25
City Council	City Administration	Sept. 12	0:45
Social: Leaf pickup tips	Communications	Sept. 16	0:01
Civil Penalty Training	Legal	Sept. 18	1:15
Library Board of Trustees	City Administration	Sept. 18	0:40
Storytime: Our Bodies	Communications	Sept. 20	0:18
Transit Task Force	Administration	Sept. 25	1:18
City Council	City Administration	Sept. 26	0:21
Storytime: Bears	Communications	Sept. 27	0:19
Total shoots: 14	Duration of new video: 6.3	hours	

To: Mayor and City Council

From: Greg Metternich, Water Superintendent

Re: Monthly Report

October 3, 2017

We read 8,216 radio reads last month that's an increase of 9 accounts. We had to re-read approximately 42 accounts.

We delivered 193 shut off notices and shut off approximately 53 overdue accounts for non-payment last month.

In the month of September we treated a total of 46,612,000 gallons of water, our average daily flow was 1,504,000 gallons, and our maximum daily flow at 2,380,000 gallons is the highest we have ever experienced. The total for the month was 11.9% higher than last September. We recovered a total of 2,662,000 of gallons of water from the ASR well.

Portzen has finished all of the concrete work at the treatment plant. The plumbing, electrical, and HVAC work is in full force on the office side of the building. Drywall is being installed in the training room area, on the process side of the building Portzen has started caulking, sandblasting, and painting no other trades can work in the process area until that work is finished. Most of the landscaping has been installed; the new fence is nearly complete the contractor is waiting on a couple of posts to finish the last two of panels.

Garling Construction has finished all of the concrete work on the new Brine building. We ran into some issues with the floor slab in the brine area but all of the testing passed and I think after reviewing options with the Engineers it's been resolved, Garling will be giving us a 5 year extended warranty on the floor in the brine area. The grading and seeding has been finished. The steel and insulation will be going up later this week.

We changed out around 19 meters last month and used the valve exercising machine in several areas.

Water Superintendent Greg Metternich



PLANNING COMMISSION Minutes October 3, 2017

<u>Roll Call</u>

Vice-chair Jennifer Bleil called the October 3, 2017 Planning Commission to order. Commissioners present: Jennifer Bleil, Jason Heisler, Becky Keogh, and Pat Staber; absent: Kylie Pentecost, Ronda Detlefsen and Adam Gebhart.

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

<u>Agenda Approval</u>

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

<u>Lot 20, Dahnovan Estates Site Plan</u>

Staff Presentation

Wheatley presented the request from Dahnovan Builders to approve a site plan for multi-family property located at the northwest corner of Tartan Drive and North Liberty Road, west of Scanlon Farms – North Ridge single family neighborhood. Staff recommends approval of the application.

Applicants Presentation

Jeff Mekota was present on behalf of the applicant and offered additional information on the project.

Public Comments No public comments were offered.

Questions and Comments

The Commission discussed the application including parking, the revisions.

Recommendation to the City Council

Staber moved, Heisler seconded to recommend approval of the site plan application to the City Council with no conditions. The vote was: ayes - Keogh, Staber, Bleil, Heisler; nays – none. Motion carried.

Approval of Previous Minutes

Heisler moved, Staber seconded to approve the minutes of the September meeting. The vote was all ayes. Minutes approved.

<u>Old Business</u>

No old business was presented.

<u>New Business</u>

Wheatley reported that two rezoning applications are on the November agenda.

<u>Adjournment</u>

Keogh moved, Staber seconded to adjourn at 6:39 p.m. The vote was all ayes. Meeting adjourned.

North Liberty Parks & Recreation Committee Meeting Thursday, October 5, 2017 Proposal of Agenda REGULAR MEETING: 7:00PM

NEW BUSINESS:

1. Approve minutes from meeting of:	Minutes from September 7 me	eeting.
2. Public Comments/Concerns:	Open to public for comments a	and concerns; 5 minutes per person time limit.
3. Board Appointments:	Jef Farland has submitted resig Need to appoint a Chair person (1) Board Member Vacancy; C	n and Vice Chair if necessary.
4. Aquatics Discussion:	Researching survey samples re Ashley is researching options f Master Plan ideas continue	e: recreation needs or outdoor pool play feature replacement
5. Building & Grounds Report:	Parks Monthly Report	
6. Upcoming Events:	Halloween Moonlight Walk Pumpkin Painting / Carving Kayaking Trip Haunted Happenings	Oct 13 Oct 14 Oct 21 Oct 26 & 27
7. Winter Spring Brochure:	Work has begun on programs,	January through April

8. Any new issues not on the agenda?

OLD BUSINESS:

1. Recreation Monthly Report:	Report included in packet summarizing the past month.
2. Any old business not on agenda?	
CONCLUSION:	
1. Next Meeting:	Thursday, November 2, 2017 at 7:00 PM Location: City Council Chambers at 1 Quail Creek Circle

2. Adjourn

North Liberty Parks & Recreation Committee Meeting Thursday, September 7, 2017

Board Members Present: Jef Farland, Jami Maxson, Matthew Eckhardt, Scott Stahmer, Raquishia Harrington, Jeff Kellbach Others Present: Shelly Simpson, Brian Motley, Tim Hamer

Meeting called to order: 7:00 pm

NEW BUSINESS:

1. Approve minutes: Minutes from August 3 meeting approved.

2. Aquatics Discussion: Master plan RFP samples received from other locations, will review further. UNI has program In which students do this work for lesser expense. Rec staff to meet with representative to discuss further. No funds for this in current fiscal year. City Hall would like recreation survey prior to FP, Shelly will obtain examples. Rec staff is getting numbers on cost of outdoor pool changes to present to Board and City Hall.

3. Fall Programs: NLC volleyball started, flag football starts soon. Adult sports leagues also starting soon.

4. Building and Grounds Report: Installed new window at City Admin office, replaced GFI outlets at shelters, made improvements at Penn Meadows storage shed, treated Goose Lake algae bloom.

5. Upcoming events:

Doggie Plunge	Sept 7&8
Doggie Fluinge	Sept 700
Star Party	Sept 23
Halloween events	In planning process

6. New Issues:

a. Issue with Dectron unit leaking refrigerant; looking at options to address, may also need action on heating units.

- b. Added concession shelter to list of rentals.
- c. NLYBS meeting about 50 present, filling many board positions.
- d. Gym floors refinished recently.
- e. Installed new HD cameras at facility, also new doors with key fob access

f. Matrix weight equipment ordered (1994-2007 equipment replaced)

OLD BUSINESS:

- 1. Recreation Monthly Report: report reviewed.
- 2. Old business Jef's last meeting as chair September, or possibly October.

CONCLUSION:

1. Next Meeting Thursday, October 5, 2016 at 7:00PM Location: City Council Chambers at 1 Quail Creek Circle

2. Adjourned at 7:36 pm

Minutes submitted by Jami Maxson

- To: Park & Recreation Commission Board Members
- Mayor, City Council and City Administrator
- From: Shelly Simpson, Recreation Director

Date: October 3, 2017

Re: Monthly Report – September 2017

Program Summaries – September

Swim Lessons:

12 participants
15 participants
15 participants
15 participants
15 participants
17 participants
14 participants
12 participants
27 participants
27 participants
169 participants

Pool Programs:

Early Bird Aqua Aerobics:	5 participants, plus drop-ins.
Easy Does It:	3 participants, plus drop-ins.
Water Resistance AM:	5 participants, plus drop-ins.
Aqua Boot Camp:	7 participants, plus drop-ins.
Arthritis Foundation Aqua:	24 participants, plus drop-ins.
Noodle Triathlon Workout:	Drop-ins only.
Rec Swim Team:	Tues = 11; TH = 13; totaling 24 participants

Preschool:

Kids Campsite:	This month; 596 participants
Lucky Duck:	Back to Tuesdays & Thursdays; this session \$ 36.00 collected
Wiggle Worms:	4 participants
Music & Movement:	9 participants
Kinder Club:	5 participants, plus walk-ins
Pee Wee – Football:	AM = 7 participants
	PM = 36 participants
Motion Madness:	3 participants

Youth Programs:

Recsters BASP:	August AM – 14, PM-58, totaling 72 participants
Hockey:	Three time slots; totaling 17 participants
Spyder Hour:	This new drop-in program on Fridays has not been well attended to date.

Youth Sports:

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

Adult Sports/Programs:

Basketball:	Package \$20; Drop-in \$32; totals \$ 52.00
Pickleball:	Package \$270; Drop-in \$378; totals \$ 648.00
Volleyball:	Package \$ -0-; Drop-in \$82; totals \$ 82.00
Adult Basketball:	16 teams are playing in Fall League
Co-ed Volleyball:	10 teams are playing in Fall League

Adult Fitness:

Cardio Pump:	6 participants, plus drop-ins.
Kickboxing PM:	3 participants, plus drop-ins.
Boot Camp:	Drop-ins only.
Lower Body Blast:	Drop-ins only.
Body Blast:	3 participants, plus drop-ins.
Body Sculpt:	Drop-ins only.
Personal Training:	This month totals: Kris = -0-; Allan = -0-; Rachel = -0-

Senior Citizens:

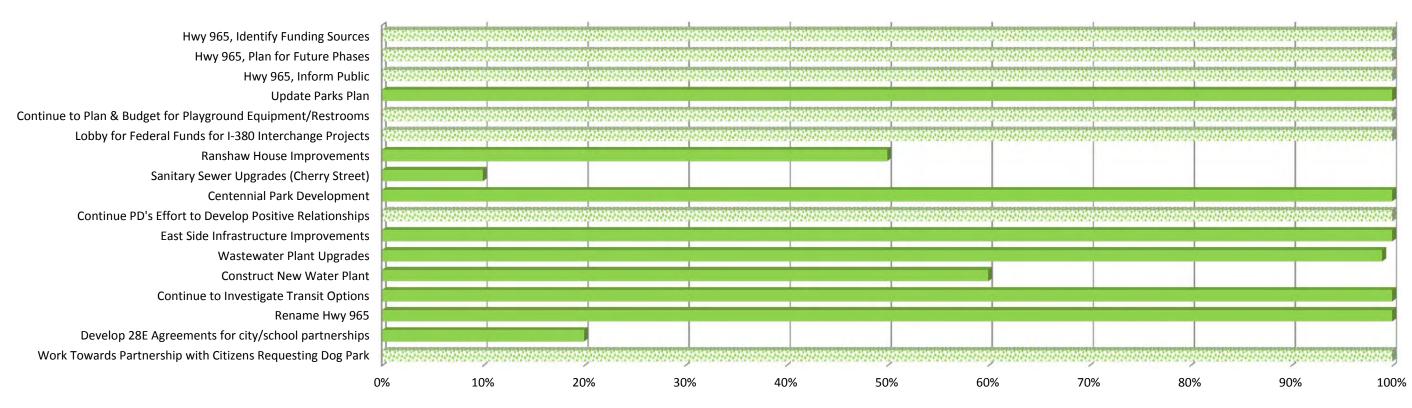
Senior Dining:	Sept 1	16 participants	
	Sept 8	7 participants	
	Sept 15	-0- Canceled due to lack of enrollment	
	Sept 22	9 participants	
	Sept 29	11 participants	
	Total for month: 43 participants		

Special Events:

- Doggie Plunge: Two day event, had 316 dogs and raised \$\$2,984; with half proceeds going to the NL Canine program and other half going to Cedar Valley Humane Society.
- Star Party: This event was held at Penn Meadows Park, learning about the night sky and sponsored with TAKO totaled approximately 300 participants
- ActiveNet Totals: Gross Income (Sept) = \$ 31,954.24

Residency Breakdown - POS: (Sept)

Track	Resident	Nonresident	Total	Previous Month
	19	12	31	29
Daily Weight	583	65	648	843
Senior DW	115	20	135	165
Sub Total	698	75	773	793
Pool	Adult	Youth/Seniors	Total	Previous Month
Daily Fees	328	744	1,072	5,359

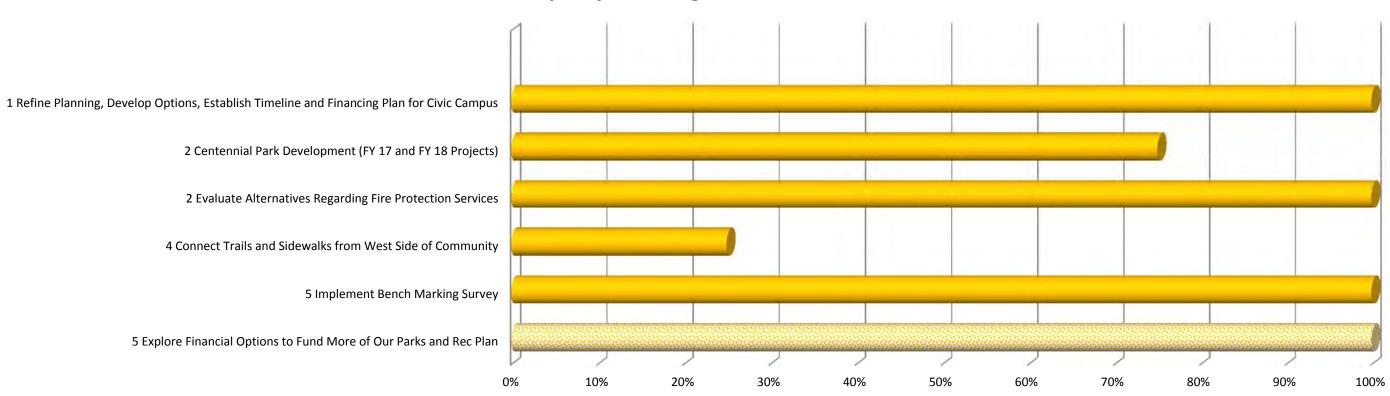


On-Going Committments

Summary

Work Towards Partnership with Citizens Requesting Dog Park	Staff and representative from citizens group have had preliminary discussions; \$20k set aside for future project; Future CIP calls for \$10k annual set
Develop 28E Agreements for City/School Partnerships	Had initial meeting with school; school district to provide first draft; currently working on an agreement for Babe Ruth baseball field.
Rename Hwy 965	COMPLETE. Unveiling to be hosted on August 11.
Continue to Investigate Transit Options	COMPLETE. Contract with SEATS finalized; service being provided; however, service being discontinued as ridership is extremely low; Task Force cu
Construct New Water Plant	Project currently under construction; expected completion date: August 2018
Wastewater Plant Upgrades	Project substantially complete; punch list items anticipated to be completed by year end
East Side Infrastructure Improvements	COMPLETE.
Continue PD's Effort to Develop Positive Relationships	Staff continues to promote and engage in community policing; department training; working with community partners
Centennial Park Development	COMPLETE.
Sanitary Sewer Upgrades (Cherry Street)	Project currently under design; easement acquisition process initiated; expected bid date: 2017
Ranshaw House Improvements	Project on hold; received only one project bid that was well over the engineer's estimate. Plan to rebid in fall/winter of 2017.
Lobby for Federal Funds for I-380 Interchange Projects	Staff and elected officials continue to meet and talk with IDOT and legislators about funding needs; Mayor and City Administrator attend ICACC Wa
Continue to Plan & Budget for Playground Equipment/Restrooms	CIP includes numerous park improvement projects; Parks plan identifies priority projects
Update Parks Plan	COMPLETE. Council approved in February 2016
Hwy 965, Inform Public	Staff continues to use a variety of methods to update the public on Hwy 965 efforts as well as other local projects
Hwy 965, Plan for Future Phases	2018 CIP includes funding (federal and local) for phase 3 of Hwy 965; phase 3 design underway
Hwy 965, Identify Funding Sources	Staff continues to monitor potential grant opportunities for road improvements; recently awarded \$2.576 in STP funds for Phase 5

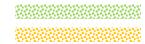
set-aside. e currently deliberating Washington DC trip annually



New Priority Projects, Programs Policies and Initiatives

Summary

Explore Financial Options to Fund More of Our Parks and Rec Plan	On-going commitment; recently received SRF funds for Centennial Park, evaluate REAP funding annually; will explor and shelter
Implement Bench Marking Survey	COMPLETE.
Connect Trails and Sidewalks from West Side of Community	FY 18 budget includes funding for Penn Street, Alexander Way and Scales Bend/Pheasant Lane trails; design underw
Evaluate Alternatives Regarding Fire Protection Services	COMPLETE. Consultant report completed and reviewed by Council; full time Chief budgeted for in FY 18; Chief to ever report; Chief hired and scheduled to start 11/06/17
Centennial Park Development (FY 17 and FY 18 Projects)	SRF project complete; \$350k included in FY 18 budget for playground and other play features to be installed in cale
Refine Planning, Develop Options, Establish Timeline and Financing Plan for Civic Campus	COMPLETE. Design in progress for new Police Facility.



Represents broad initiatives that are on-going or continually monitored

lore fundraising project for Centennial Park amphitheater

way and bid letting scheduled for early 2018.

evaluate and implement other recommendations within

lendar 2018.