



North Liberty City Council  
Regular Session  
August 28, 2018

# City Administrator Memo





# City Council Memo

for August 28, 2018

from the desk of Ryan C. Heiar

## Meetings & Events

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**Tuesday, Aug 28 at 4:00 – 6:00 p.m.**

City Attorney Scott Peterson  
Retirement Reception

**Tuesday, Aug 28 at 6:30p.m.**  
City Council

**Tuesday, Sept 4 at 6:30p.m.**  
Planning Commission

**Thursday, Sept 6 at 7:00p.m.**  
Parks and Recreation  
Commission

**Friday, Sept 7 at 7:30a.m.**  
First Friday Coffee  
Connections, South Slope  
Cooperative

### Consent Agenda

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

- City Council Minutes (08/14/18)
- Claims
- July Revenues and Treasurer's Report
- Liquor License applications for Beer Burger, Zio John's and Gasby's
  - Trail Improvements Project, Change Order #3, \$1,203.87
  - Trail Improvements Project, Pay Application #3, \$17,334.46

### Streb Investment Rezonings – 3<sup>rd</sup> Reading & Adoption

Streb Investments is requesting the rezoning of two commercially-zoned lots that have been marketed for sale for some years without success, to permit mixed-use development. These lots are located between highway commercial use and mobile home park use. A Good Neighbor meeting was held to allow any interested party an opportunity to comment on this rezoning prior to submission, and one adjacent commercial property owner attended to ask questions about potential development, but did not object to the rezoning. No site plan is prepared for these rezonings, but will be required before development can occur on the lots. Both rezonings are recommended for approval by staff and by the Planning Commission.

### The Preserve Preliminary Plat Agreement and Preliminary Plat

This request is to subdivide an existing 71.51 acre parcel into 123 single-family, duplex, and multi-family lots sized to meet requirements of the zoning approved and published for RS-4, RS-6, RD-10, RD-8, and RM-8. This development is well served with parks and streets. Centennial Park is adjacent to the east, and trail connections are provided from the neighborhood into the park. Kansas Avenue, St. Andrews Drive, and Alexander Way are major streets identified on the Major Streets Plan. Significant dedications are being made to the City for Alexander Drive (collector street), St Andrews Drive (also a collector street), and for a future roundabout at the intersection of those two streets, as part of this plat; and fees for sewer and adjacent road improvements are required. The multi-

**Ryan C. Heiar, City Administrator**

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family lots, 1 and 29, require site plan approval prior to development. Accommodations are planned at the southwest corner of this plat to allow the continued flow of significant amounts of storm water originating southwest of the property. There has been a very good working relationship between the City staff and this developer in finding solutions to access, storm water management, and other issues for development. Staff and Commission recommend approval of the plat.

**Police Department Building Project**

The first step in bidding the project for construction is a public hearing on the plans and specifications. The public hearing will be held on Tuesday. Council will be asked to consider approving the resolution regarding the plans, specifications, and estimate of cost for the project. Bids will be taken on September 27, 2018 at 2 p.m. at City Hall. Plans for the project will be available for review in a completed form after September 4 at City Hall. The project is estimated at a not to exceed of \$5,000,000.

**2018A Bond Sale**

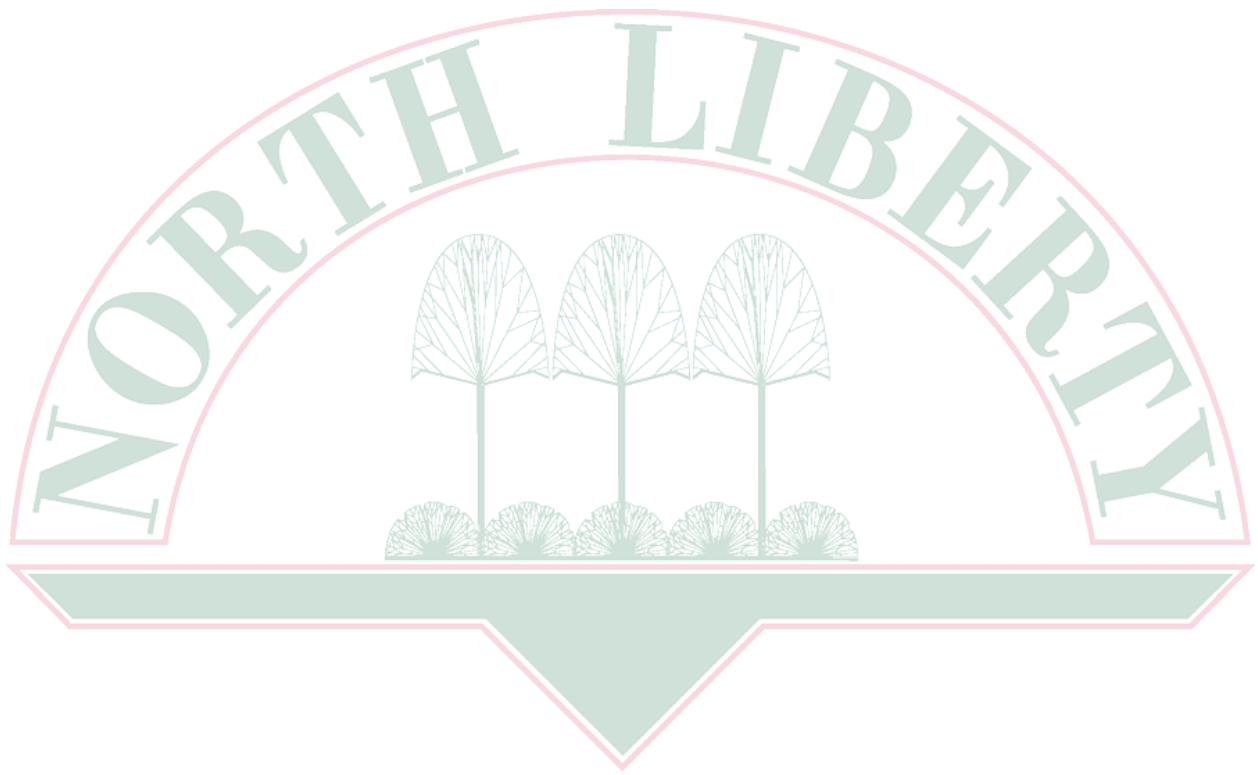
Tuesday’s agenda includes two public hearings on the upcoming bond sale. The resolution on the agenda is the next step in approving the bond sale. Bonds will be sold on Tuesday, September 25 with Council approving the sale at the Council meeting that evening.

<b>Project</b>	<b>Bond Type</b>	<b>Amount</b>
Penn Street Improvements (Alexander to Jones)	TIF/GO	\$1,075,000
NL Road/Penn Street Improvements	TIF/GO	\$1,075,000
Centennial SRF Project	TIF/GO	\$1,000,000
Ranshaw House	TIF/GO	\$200,000
NL Road/Penn Street Improvements	GO	\$1,075,000
Fees		\$25,000
		<b>\$4,450,000</b>

**Forevergreen Road Acquisitions**

The IDOT is negotiating with property owners along Forevergreen Road for easements and acquisitions for the upcoming road project. While the IDOT is the project lead and initially funding this project, acquisition costs will eventually be the responsibility of the City, thus require Council approval. The acquisitions on the agenda are for property owned by Keystone North Liberty LC (1275 W. Forevergreen Road) in the amount of \$15,910.00, Bart and Andrea Ruba (1760 W. Forevergreen Road) in the amount of \$3,020.00, Thomas and Carol Dornbush (1720 W. Forevergreen Road) in the amount of \$10,000.00, Brian and Sheila Wayson (1550 W. Forevergreen Road) in the amount of \$5,300.00, Art and Coleen Chipman (1490 W. Forevergreen Road) in the amount of \$18,380.00, and Julia and Nicholas Oxley (1420 W. Forevergreen Road) in the amount of \$3,970.00. Staff recommends approval of the acquisitions.

# Agenda





## Agenda

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North Liberty City Council  
August 28, 2018  
Regular Session  
6:30 p.m.  
City Council Chambers  
1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
  - A. City Council Minutes, Regular Session, August 14, 2018
  - B. Claims
  - C. July Revenues
  - D. July Treasurer Report
  - E. Trail Improvements Project, All American Concrete, Change Order Number 3, \$1,203.87
  - F. Trail Improvements Project, All American Concrete, Pay Request Number 3, \$17,334.46
  - G. Liquor License Renewal, Beer Burger
  - H. Liquor License Renewal, Zio Johnno's
  - I. Liquor License Renewal, Gasby's
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
  - A. Proclamation of September as Library Card Sign Up Month

12. Rezoning – Golf View Commercial Part 1, Lot 2
  - A. Third consideration and adoption of Ordinance Number 2018-08, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by Streb Investment Partnership LC located in North Liberty, Iowa to those set forth in the Municipal Code for the C-2-B Commercial District
  
13. Rezoning – Golf View Commercial Part 2, Lot 14
  - A. Third consideration and adoption of Ordinance Number 2018-09, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by Streb Investment Partnership LC located in North Liberty, Iowa to those set forth in the Municipal Code for the C-2-B Commercial District
  
14. The Preserve
  - A. Remove from the table
  - B. Staff and Commission recommendations
  - C. Applicant presentation
  - D. Resolution Number 2018-110, A Resolution approving the Preliminary Plat Agreement between the City of North Liberty and Watts Group Development, Inc. that establishes the terms and conditions under which a Preliminary Plat will be approved for The Preserve in the City of North Liberty, Iowa
  - E. Resolution Number 2018-111, A Resolution approving the Preliminary Plat of The Preserve, North Liberty, Iowa
  
15. Police Department Building Project
  - A. Public Hearing regarding the plans, specifications, estimate of cost for the Police Department Building Project
  - B. Resolution Number 2018-115, A Resolution finally approving and confirming plans, specifications and estimate of cost for the Police Department Building Project
  
16. 2018A Bond Sale
  - A. Public Hearing on proposal to enter into an Essential Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$4,450,000
  - B. Public Hearing on a proposal to enter into a Ranshaw Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$210,000
  - C. Resolution Number 2018-116, A Resolution taking additional action on proposals to enter into General Obligation Loan Agreements
  
17. Forevergreen Road Project
  - A. Resolution Number 2018-117, A Resolution approving the Temporary Easement Purchase Agreement for the Forevergreen Road Project (Project: IMN-380-6(344)2—OE-52) – Keystone North Liberty
  - B. Resolution Number 2018-118, A Resolution approving the Purchase Agreement and Administrative Settlement for the Forevergreen Road Project (Project: IMN-380-6(344)2—OE-52) – Bartel Ruba and Andrea Ruba
  - C. Resolution Number 2018-119, A Resolution approving the Purchase Agreement and Administrative Settlement for the Forevergreen Road Project (Project: IMN-380-6(344)2—OE-52) – Thomas Dornbush and Carol Dornbush

- D. Resolution Number 2018-120, A Resolution approving the Purchase Agreement and Administrative Settlement for the Forevergreen Road Project (Project: IMN-380-6(344)2—OE-52) – Brian Wayson and Sheila Wayson
- E. Resolution Number 2018-121, A Resolution approving the Purchase Agreement and Administrative Settlement for the Forevergreen Road Project (Project: IMN-380-6(344)2—OE-52) – Arthur Chipman and Coleen Chipman
- F. Resolution Number 2018-122, A Resolution approving the Purchase Agreement and Administrative Settlement for the Forevergreen Road Project (Project: IMN-380-6(344)2—OE-52) – Julia Oxley and Nicholas Oxley

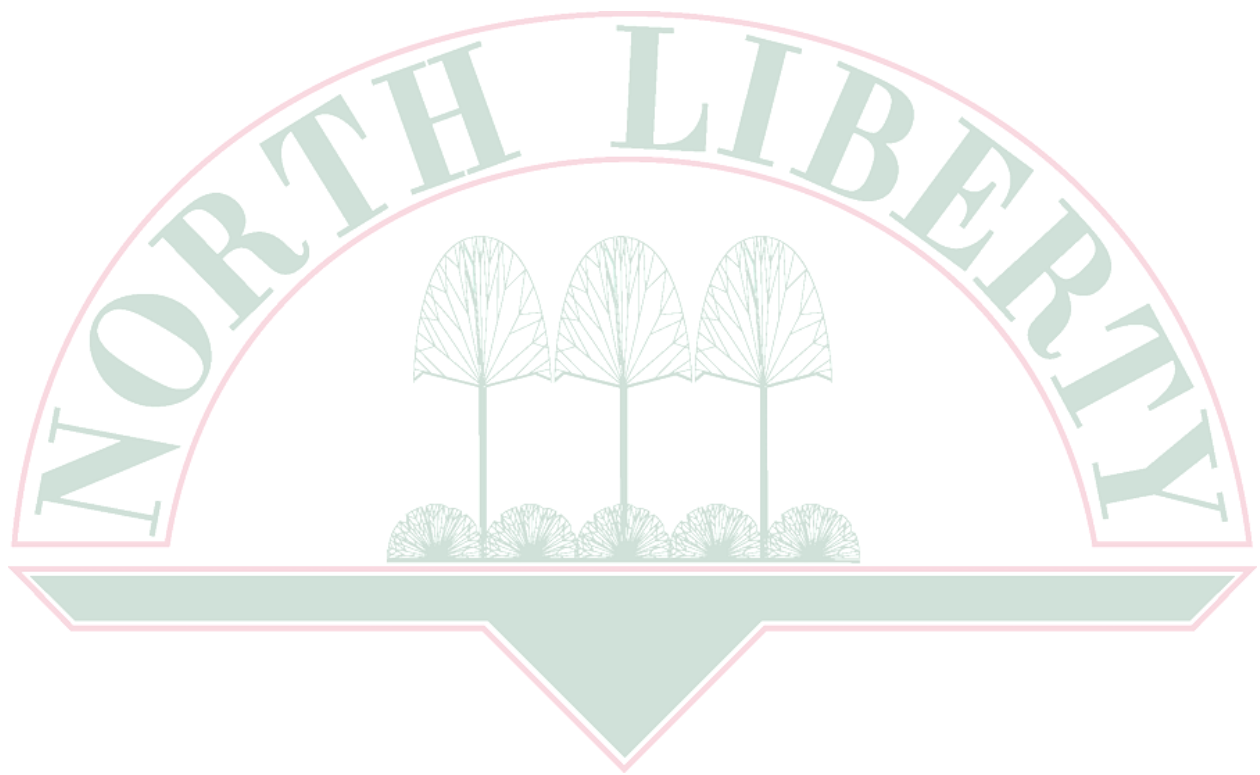
18. Old Business

19. New Business

20. Adjournment



# Consent Agenda





## **Minutes (Not official until approved by the City Council)**

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North Liberty City Council  
August 14, 2018  
Regular Session  
City Council Chambers  
1 Quail Creek Circle

### **Call to order**

Mayor Terry Donahue called the August 14, 2018 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: Chris Hoffman, Sarah Madsen, Annie Pollock and Jim Sayre; absent: Chris Hoffman, Jennifer Goings.

Others present: Ryan Heiar, Tracey Mulcahey, Scott Peterson, Dean Wheatley, Evan Runkle and other interested parties.

### **Approval of the Agenda**

Madsen moved, Sayre seconded to approve the agenda. After discussion, the vote was all ayes. Agenda approved.

### **Consent Agenda**

Pollock moved, Madsen seconded to approve the Consent Agenda including the City Council Minutes from the Regular Session, July 24, 2018; City Council Minutes from the Special Session on August 7, 2018; the attached list of Claims; Phase I Water System Improvements Div III – Well Construction and Rehabilitation, Project Acceptance, Gingerich Well and Pump Service, LLC; Phase I Water System Improvements Div III – Well Construction and Rehabilitation, Pay Application Number 15, Gingerich Well and Pump Service, LLC, \$142,437.89; Front Street Improvements Project, Change Order Number 2, Dave Schmitt Construction, \$3,533.05; Front Street Improvements Project, Pay Application Number 5, Dave Schmitt Construction, \$151,131.32; Highway 965 Project Phase 3, Change Order Number 3, Streb Construction Co., Inc., \$11,433.38; Highway 965 Project Phase 3, Change Order Number 4, Streb Construction Co., Inc., Road Opening Bonus; Highway 965 Project Phase 3, Pay Application Number 4, Streb Construction Co., Inc., \$713,953.36; Kansas Avenue RISE Improvements Project, Streb Construction, Change Order Number 1, \$25,546.78; Kansas Avenue RISE Improvements Project, Streb Construction, Pay Application Number 3, \$479,822.93; and Phase I Water System Improvements, Division I – Water Treatment Plant, Pay Application Number 22, Portzen Construction, Inc., \$640,739.35 (including early release of retainage). After discussion, the vote was all ayes. Consent Agenda approved.

Councilor Jennifer Goings arrived at 6:31 p.m.

### **Public Comment**

The owners of The Leaderboard, indoor golf facility and sports bar, located at 680 Meade Drive presented information regarding their upcoming opening.

**City Planner Report**

The Mayor thanked City Planner Dean Wheatley for facilitating the joint meeting.

**City Engineer Report**

Heiar reported for the City Engineer that the Front Street Project is very close to complete. The Ranshaw/965 Project is moving along nicely. Zeller Street is scheduled to be open Tuesday, weather permitting. Paving has started on the Kansas Ave Project. Council discussed the report with Heiar.

**City Attorney Report**

City Attorney Scott Peterson had no report, but offered to answer questions.

**Assistant City Administrator Report**

Assistant City Administrator Tracey Mulcahey reported on City Scape publication, Summer Lunch Finale, Back 2 School Bash and Iowa Great Places redesignation.

**City Administrator Report**

City Administrator Ryan Heiar reported the City has not yet closed on dog park land. Eight applications were received for the City Attorney position. The Mayor and Heiar are starting the hiring process tomorrow. There is a reception on August 28 in the Council vestibule from 4 – 6 p.m.

**Mayor Report**

Mayor Terry Donahue reported that he, Gerry Kuhl, Heiar and Wheatley met with Yellow Cab. The County REAP Committee voted to send Iowa City and Coralville’s applications on to the State REAP.

**Storm Drain Art Program**

Jillian Miller presented a summary of the program. Mayor Donahue recognized the artists responsible for painting the storm drain art projects and presented them with certificates of recognition.

**Recreation Center Rates**

Council discussed fees. Recreation Director Shelly Simpson presented additional information. Goings moved, Madsen seconded to approve Resolution Number 2018-106, A Resolution approving the Recreation Fee Structure. The vote was: ayes – Sayre, Pollock, Goings, Madsen; nays – none. Motion carried.

**Rezoning – Golf View Commercial Part 1, Lot 2**

Pollock moved, Madsen seconded to approve the second consideration of Ordinance Number 2018-08, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by Streb Investment Partnership LC located in North Liberty, Iowa to those set forth in the Municipal Code for the C-2-B Commercial District. The vote was: ayes – Pollock, Sayre, Goings, Madsen; nays -none. Motion carried.

**Rezoning – Golf View Commercial Part 2, Lot 14**

Madsen moved, Goings seconded to approve the second consideration of Ordinance Number 2018-09, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by Streb Investment Partnership LC located in North Liberty,

Iowa to those set forth in the Municipal Code for the C-2-B Commercial District. The vote was: ayes – Goings, Madsen, Pollock, Sayre; nays – none. Motion carried.

**Penn and Front Street Improvements Project**

Heiar presented information on the project. Madsen moved, Pollock seconded to approve Resolution Number 2018-107, A Resolution approving and ratifying the purchase of a parcel from BSquare Properties, LLC for the Penn Street and Front Street Project (490 N. Front Street). The vote was: ayes - Goings, Madsen, Sayre, Pollock; nays – none. Motion carried

Madsen moved, Sayre seconded to approve Resolution Number 2018-108, A Resolution approving and ratifying the purchase of a parcel from BSquare Properties, LLC for the Penn Street and Front Street Project (610 N. Front Street). The vote was: ayes – Sayre, Goings, Pollock, Madsen; nays – none. Motion carried.

Goings moved, Madsen seconded to approve Resolution Number 2018-109, A Resolution approving and ratifying the purchase of a parcel from Isaac J. Sanchez and Mary B. Maro-Sanchez for the Penn Street and Front Street Project (585 N. Front Street). The vote was: ayes – Sayre, Goings, Madsen, Pollock; nays – none. Motion carried.

**The Preserve**

Wheatley presented the Preliminary Plat application and reported that Staff and Commission recommend approval with no conditions.

Duane Musser, Watts Group Development, was present on behalf of the applicant and additional information on the development.

Goings moved to approve Resolution Number 2018-110, A Resolution approving the Preliminary Plat Agreement between the City of North Liberty and Watts Group Development, Inc. that establishes the terms and conditions under which a Preliminary Plat will be approved for The Preserve in the City of North Liberty, Iowa. The motion died for lack of a second.

Madsen moved, Goings seconded to table the agenda items relating to The Preserve. The vote was: ayes - Madsen, Pollock, Goings; nays – Sayre. Motion carried.

**2018A Bond Sale**

Heiar presented information on the bond sale. Pollock moved, Madsen seconded to approve Resolution Number 2018-112, A Resolution setting the date for public hearings on proposals to enter into General Obligation Loan Agreements and to borrow money thereunder. The vote was: ayes – Madsen, Goings, Sayre, Pollock; nays – none. Motion carried.

Heiar presented Madsen moved, Pollock seconded to approve Resolution Number 2018-113, A Resolution approving the Engagement Letter between the City of North Liberty and Dorsey & Whitney LLP regarding Bond Counsel Services for the General Obligation Corporate Purpose Bond Sale, Series 2018A. The vote was: ayes – Madsen, Sayre, Pollock, Goings; nays – none. Motion carried.

**Reimbursement Resolution**

Heiar presented information regarding the resolution. Pollock moved, Sayre seconded to approve Resolution Number 2018-114, A Resolution relating to the financing of certain proposed projects to be undertaken by the City of North Liberty, Iowa; establishing compliance with reimbursement

bond regulations under the Internal Revenue Code. The vote was: ayes – Pollock, Goings, Madsen, Sayre; nays – none. Motion carried.

**Initiative Goals**

Heiar presented an update on the progress on Council initiatives. Council requested a work session for RFP for the plan and to discuss revising goals.

**Old Business**

Councilor Pollock thanked the Library for kids’ activities at Porchfest. She presented Centennial Park feedback. Councilor Madsen asked about benches being installed at Centennial Park. Heiar reported that benches have been installed.

**New Business**

Councilor Pollock reported that Salute to Summer is this Saturday. Pollock reported that Johnson County Livable Community Aging Policy Board will be hosting an event on 10/21 from 10 – 1.

**Adjournment**

At 7:31 p.m., Mayor Donahue adjourned the meeting.

**CITY OF NORTH LIBERTY**

\_\_\_\_\_  
Terry L. Donahue, Mayor

Attest:

\_\_\_\_\_  
Tracey Mulcahey, City Clerk

JULY 31ST, 2018

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	418,404.54	418,404.54
011-FIRE EQUIPMENT CAPITA	5,595.11	5,595.11
012-LIBRARY CAPITAL FUND	6.81	6.81
013-RECREATION CAPITAL FU	222.63	222.63
014-POLICE CAPITAL FUND	1,659.40	1,659.40
015-TRANSPORTATION IMPACT	0.00	0.00
016-STORMWATER IMPACT FEE	14.50	14.50
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	5,250.00	5,250.00
019-YOUTH SPORTS SCHOLARS	1,200.96	1,200.96
020-EQUIPMENT REVOLVING	83.90	83.90
021-TELECOMMUNICATIONS EQ	6.70	6.70
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	397.47	397.47
025-POLICE SEIZED FUNDS	0.00	0.00
026-HOTEL/MOTEL TAX	34.48	34.48
060-ROAD USE TAX FUND	174,513.59	174,513.59
061-STREET CAPITAL PROJEC	12,333.96	12,333.96
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	26,466.07	26,466.07
110-DEBT SERVICE FUND	2,642.85	2,642.85
210-TRUST AND AGENCY	4,121.77	4,121.77
280-CUSTOMER DEPOSITS	33,470.00	33,470.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	298.96	298.96
314-ENTRYWAY DEVELOPMENT	20.09	20.09
315-HIGHWAY 965 IMPROVEME	0.00	0.00
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	41.24	41.24
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	0.00
322-LIBRARY BUILDING FUND	18.84	18.84
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	0.00
510-WATER FUND	395,662.58	395,662.58
511-WATER CAPITAL RESERVE	6,666.66	6,666.66
512-WATER SINKING FUND	113,348.75	113,348.75
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	0.00
520-SEWER FUND	416,070.89	416,070.89
521-SEWER CAPITAL RESERVE	40,416.67	40,416.67
522-SEWER SINKING FUND	192,099.08	192,099.08
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	2,000.00	2,000.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	17,811.46	17,811.46
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	1,870,879.96	1,870,879.96

	A	B	C	D	E
1	CITY OF NORTH LIBERTY				
2	TREASURER'S REPORT				
3	July 31, 2018				
4	FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
5					
6		07/01/2018			07/31/2018
7					
8	GENERAL	8,357,702.03	361,626.95	1,272,113.44	7,447,215.54
9					
10	SPECIAL REVENUE	2,844,318.07	205,101.43	88,647.18	2,960,772.32
11					
12	DEBT SERVICE	262,074.23	2,642.85	0.00	264,717.08
13					
14	CAPITAL PROJECTS	-5,034,802.51	12,713.09	1,461,425.97	-6,483,515.39
15					
16	WATER ENTERPRISE	3,478,681.22	545,559.97	558,591.96	3,465,649.23
17					
18	WASTEWATER ENTERPRISE	5,412,890.94	645,634.72	573,949.71	5,484,575.95
19					
20	STORM WATER ENTERPRISE	195,893.11	18,136.34	14,816.96	199,212.49
21					
22	<b>TOTAL</b>	<b>15,516,757.09</b>	<b>1,791,415.35</b>	<b>3,969,545.22</b>	<b>13,338,627.22</b>





# PAYMENT APPLICATION

<p>TO: City of North Liberty 5 E. Cherry St. North Liberty, IA. 52240 Attn:</p> <p>FROM: All American Concrete, Inc. 1489 Highway 6 West Liberty, Iowa 52776</p> <p>FOR: North Liberty Trail Improvements</p>	<p>PROJECT NAME AND LOCATION: North Liberty Trail Improv. North Liberty Trail Improvements 5 E. Cherry St. North Liberty, IA. 52240</p> <p>ARCHITECT: Shive Hattery 2839 Northgate Dr. Iowa City, IA. 52245</p>	<p>APPLICATION # 3</p> <p>PERIOD THRU: 08/16/2018</p> <p>PROJECT #s: North Liberty Trail Imp.</p> <p>DATE OF CONTRACT: 02/15/2018</p>	<p>Distribution to:</p> <p><input type="checkbox"/> OWNER</p> <p><input type="checkbox"/> ARCHITECT</p> <p><input type="checkbox"/> CONTRACTOR</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
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## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.  
Continuation Page is attached.

1. CONTRACT AMOUNT	\$305,500.00
2. SUM OF ALL CHANGE ORDERS	\$13,266.90
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$318,766.90
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$318,766.90
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$15,938.35
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$15,938.35
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$302,828.55
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$285,494.09
8. PAYMENT DUE	\$17,334.46
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$15,938.35

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$13,266.90	\$0.00
TOTALS	\$13,266.90	\$0.00
NET CHANGES	\$13,266.90	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

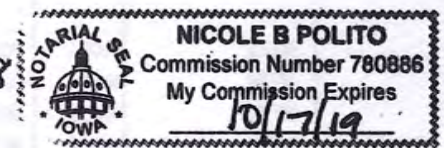
CONTRACTOR: All American Concrete, Inc.

By: Jodi Simon Date: 8-16-18  
Jodi Simon

State of: Iowa  
County of: Muscatine

Subscribed and sworn to before me this 16<sup>th</sup> day of Aug. 2018

Notary Public: Nicole Polito  
My Commission Expires: 10/17/19



## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$17,334.46

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: [Signature] Date: 8-16-18

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

**Applicant License Application ( LC0043064 )**

<b>Name of Applicant:</b> <u>575 LLC</u>		
<b>Name of Business (DBA):</b> <u>BEERBURGER</u>		
<b>Address of Premises:</b> <u>575 CAMERON WAY</u>		
<b>City</b> <u>North Liberty</u>	<b>County:</b> <u>Johnson</u>	<b>Zip:</b> <u>52317</u>
<b>Business</b>	<u>(319) 631-4909</u>	
<b>Mailing</b> <u>555 CAMERON WAY SUITE 3</u>		
<b>City</b> <u>NORTH LIBERTY</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52317</u>

**Contact Person**

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

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 09/01/2018

**Expiration Date:** 08/31/2019

**Privileges:**

- Catering Privilege
- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Limited Liability Company</u>
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u> <b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

**JOHN BURCHERT**

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

**ROBERT THOMPSON**

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

**Insurance Company Information**

**Insurance Company:** Illinois Casualty Co

**Policy Effective Date:** 09/01/2018

**Policy Expiration** 09/01/2019

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**



## North Liberty Police Department

---

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

June 25, 2018

Liquor License Check

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

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

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

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.



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

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

**Legal Name of Applicant:** Beer Burger

**Name of Business (DBA):** \_\_\_\_\_

**Address of Business:** 575 Cameron Way North Liberty IA

**Business Phone & Email:** john@mainingredient.com 319-631-4909

**City of North Liberty:**

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

**City Official** **Tom Palmer** Digitally signed by Tom Palmer  
DN: cn=Tom Palmer, o=City of North Liberty,  
ou=Building Safety, email=tpalmer@ci.north-liberty.ia.us,  
c=US  
Date: 2018.07.17 15:09:21 -05'00'

**North Liberty Fire Department:**

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

**Fire Inspector**

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

State of Iowa ABD License: \_\_\_\_\_ North Liberty Permit: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_

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

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**Legal Name of Applicant:** Beer Burger

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**Address of Business:** 575 Cameron Way North Liberty IA

**Business Phone & Email:** john@mainingredient.com 319-631-4909

**City of North Liberty:**

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

**City Official**

\_\_\_\_\_

**North Liberty Fire Department:**

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

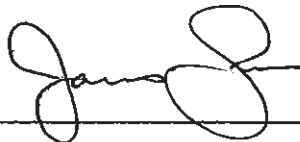
**Fire Inspector**

\_\_\_\_\_

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

 7/18/18

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: Beer Burger

Name of Business (DBA): \_\_\_\_\_

Address of Business: 575 Cameron Way North Liberty IA

Business Phone & Email: john@mainingredient.com 319-631-4909

---

**City of North Liberty:**

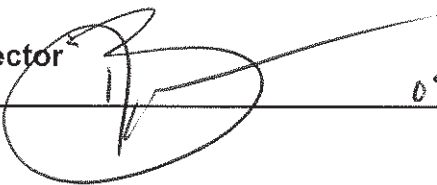
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

---

**North Liberty Fire Department:**

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

Fire Inspector  \_\_\_\_\_ 08/2015

**Johnson County Health Department:**

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

Johnson County Public Health Official

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State of Iowa ABD License: \_\_\_\_\_ North Liberty Permit: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_

# North Liberty Fire Department



Occupancy: **Beer Burger**  
Occupancy ID: **KYOD01**  
Address: **575 Cameron WAY Apt/Suite #Suite #1**  
**North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**  
Inspection Date: **8/20/2018** By: **Hardin, Bryan E (01-1022)**  
Time In: **14:15** Time Out: **14:43**  
Authorized Date: **Not Author** By:

Form: General Fire  
Inspection Checklist 1.3

Next Inspection Date: **09/19/2018 Reinspection**

## Inspection Description:

### ORDER TO COMPLY:

You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.  
This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.  
If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

## Inspection Topics:

### Electrical Rooms / Electrical Wiring

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

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

**Status:** **FAIL**

**Notes:** **Sprinkler room, remove exposed wiring.**





## No Extension Cords

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

**Status:** FAIL

**Notes:** Outside patio; remove extension cord to patio lights. Must be plugged directly into outlet. Was noted last inspection.  
Sprinkler room; remove extension to heat tape. Must be plugged directly into outlet.



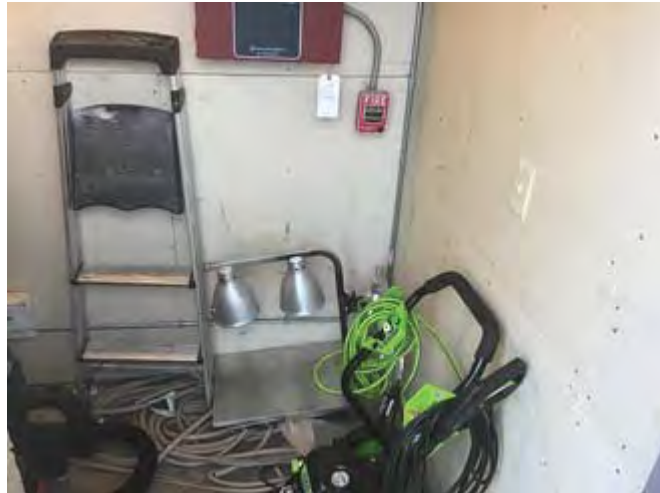
## Fire Alarm System

### Manual Pull Station Accessible & Unobstructed

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

**Status:** FAIL

**Notes:** Sprinkler room. Remove storage.



**Miscellaneous**

**No Other Unsafe Conditions**

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

**Status:** FAIL

**Notes:** Fryers outside of the kitchen hood cannot be used. Was noted on last inspection. Use was discontinued during this inspection. Use of fryers in future will result in penalty.



**Additional Time Spent on Inspection:**

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

**Total Additional Time: 0 minutes**

**Inspection Time: 28 minutes**

**Total Time: 28 minutes**

**Summary:**

**Overall Result:** Correction Notice Issued

**Inspector Notes:**

**Closing Notes:**

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

**Inspector:**

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

Signed on: 08/20/2018 14:45

Signature

Date

**Representative Signature:**

Signature of: Thomas brantley on 08/20/2018 14:46



A handwritten signature in blue ink, appearing to read "Th Brantley", is written over a horizontal line.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Applicant License Application ( LC0040325 )**

<b>Name of Applicant:</b> <u>zio johno's, Inc.</u>		
<b>Name of Business (DBA):</b> <u>zio johno's spaghetti house</u>		
<b>Address of Premises:</b> <u>780 community dr. #1</u>		
<b>City</b> <u>North Liberty</u>	<b>County:</b> <u>Johnson</u>	<b>Zip:</b> <u>52317</u>
<b>Business</b> <u>(319) 626-3232</u>		
<b>Mailing</b> <u>383 abbotsford rd</u>		
<b>City</b> <u>cedar rapids</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52403</u>

**Contact Person**

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

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 09/10/2018

**Expiration Date:** 09/09/2019

**Privileges:**

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

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

**Ownership**

eli khairallah

**First Name:** eli

**Last Name:** khairallah

**City:** cedar rapids

**State:** Iowa

**Zip:** 52403

**Position:** owner

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Society Insurance</u>		
<b>Policy Effective Date:</b> <u>09/10/2018</u>	<b>Policy Expiration</b> <u>09/10/2019</u>	
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective Date</b>	<b>Temp Transfer Expiration Date:</b>	

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

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

**Legal Name of Applicant:** Zio Johno's

**Name of Business (DBA):** \_\_\_\_\_

**Address of Business:** 780 Community Drive Suites 1 & 2-N. Liberty, IA

**Business Phone & Email:** eli@ziojohnosonline.com

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**City of North Liberty:**

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

**City Official**

**Tom Palmer**

Digitally signed by Tom Palmer  
DN: cn=Tom Palmer, o=City of North Liberty, ou=Building  
Safety, email=tpalmer@ci.north-liberty.ia.us, c=US  
Date: 2018.07.17 15:22:34 -05'00'

---

**North Liberty Fire Department:**

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

**Fire Inspector**

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**Johnson County Health Department:**

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

**Johnson County Public Health Official**

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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:** Zio Johno's  
**Name of Business (DBA):** \_\_\_\_\_  
**Address of Business:** 780 Community Drive Suites 1 & 2-N. Liberty, IA  
**Business Phone & Email:** eli@ziojohnsonline.com

**City of North Liberty:**

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

**City Official**

---

**North Liberty Fire Department:**

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

**Fire Inspector**

---

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

*Jane Jane* 7/18/18

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: Zio Johno's  
Name of Business (DBA): \_\_\_\_\_  
Address of Business: 780 Community Drive Suites 1 & 2-N. Liberty, IA  
Business Phone & Email: eli@ziojohnosonline.com

**City of North Liberty:**

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

City Official

---

**North Liberty Fire Department:**

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

Fire Inspector



08/20/18

**Johnson County Health Department:**

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

Johnson County Public Health Official

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State of Iowa ABD License: \_\_\_\_\_ North Liberty Permit: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_



## North Liberty Police Department

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

July 24, 2018

Liquor License Check

Business: Zio Johno's  
780 Community Drive  
North Liberty, IA 52317

Owner: Eli Khairallah (DOB: 1960)

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

I recommend the license be granted.

Sergeant Chris Shine







# North Liberty Fire Department

Occupancy: **Zio Johnno's Spaghetti House**  
Occupancy ID: **ZIOJ02**  
Address: **780 Community DR Apt/Suite #1**  
**North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**  
Inspection Date: **8/20/2018** By: **Hardin, Bryan E (01-1022)**  
Time In: **13:51** Time Out: **14:08**  
Authorized Date: **Not Authorized** By:

Form: General Fire  
Inspection Checklist 1.3

Next Inspection Date: **09/19/2018 Reinspection**

## Inspection Description:

### ORDER TO COMPLY:

You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.  
This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.  
If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

## Inspection Topics:

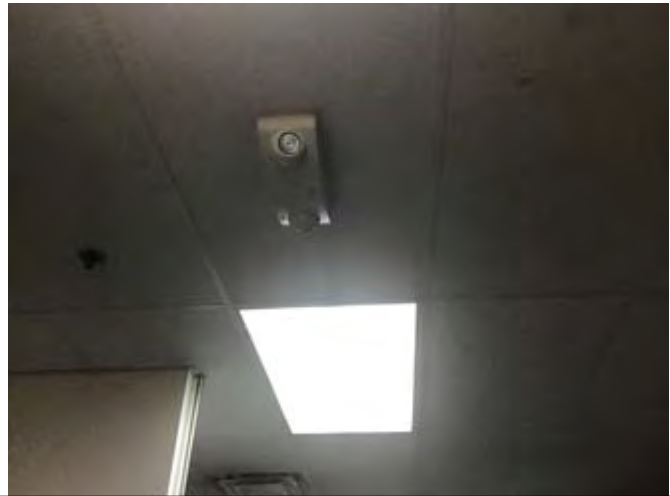
### Emergency Lights & Exit Signs

#### Emergency Lighting - Illumination

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

**Status: FAIL**

**Notes: Behind Main counter & kitchen; emergency light is flashing on both, check battery.**



**Combustible, General & Outside Storage**

**Oily Rags Stored in Approved Containers**

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

**Status:** FAIL

**Notes:** Used approved container for rags used to cleaning hood and grease.



**Additional Time Spent on Inspection:**

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

**Total Additional Time: 0 minutes**  
**Inspection Time: 17 minutes**  
**Total Time: 17 minutes**

**Summary:**

**Overall Result:** Correction Notice Issued

**Inspector Notes:**

**Closing Notes:**

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

**Inspector:**

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

Signed on: 08/20/2018 14:08

Signature

Date

**Representative Signature:**

Signature of: Pedro ramirez on 08/20/2018 14:11



A handwritten signature in blue ink, appearing to read "Pedro Ramirez", is written above a horizontal line.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Applicant License Application ( BC0030442 )**

<b>Name of Applicant:</b> <u>J.M.A.C. Enterprises, Inc.</u>		
<b>Name of Business (DBA):</b> <u>Gasby's II</u>		
<b>Address of Premises:</b> <u>1 Hawkeye Drive</u>		
<b>City</b> <u>North Liberty</u>	<b>County:</b> <u>Please Select</u>	<b>Zip:</b> <u>52317</u>
<b>Business</b> <u>(319) 626-7990</u>		
<b>Mailing</b> <u>1 Hawkeye Drive</u>		
<b>City</b> <u>North Liberty</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52317</u>

**Contact Person**

<b>Name</b> <u>Shane Jacob McCusker</u>
<b>Phone:</b> <u>(319) 325-3899</u> <b>Email</b> <u>jakemccusker@hotmail.com</u>

**Classification** Class C Beer Permit (BC)

**Term:** 12 months

**Effective Date:** 10/01/2018

**Expiration Date:** 09/30/2019

**Privileges:**

- Class B Native Wine Permit
- Class C Beer Permit (BC)
- Sunday Sales

**Status of Business**

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

**Ownership**

**Shane Jacob McCusker**

**First Name:** Shane Jacob      **Last Name:** McCusker  
**City:** North Liberty      **State:** Iowa      **Zip:** 52317  
**Position:** owner  
**% of Ownership:** 100.00%      **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	
<b>Policy Effective Date:</b>	<b>Policy Expiration</b>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective Date</b>	<b>Temp Transfer Expiration Date:</b>

e/20

**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:** JMAC ENTERPRISES

**Name of Business (DBA):** Gasby's

**Address of Business:** 1 Hawkeye Drive North Liberty IA 52317

**Business Phone & Email:** 319-325-3899 jakemccusker@hotmail.com

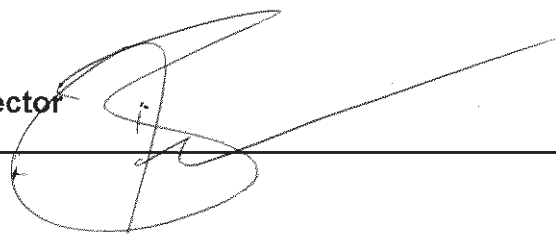
**City of North Liberty:**

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

**City Official**

**North Liberty Fire Department:**

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

**Fire Inspector**  08/20/18

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

State of Iowa ABD License: \_\_\_\_\_ North Liberty Permit: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_

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


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

**Legal Name of Applicant:** JMAC ENTERPRISES  
**Name of Business (DBA):** Gasby's  
**Address of Business:** 1 Hawkeye Drive North Liberty IA 52317  
**Business Phone & Email:** 319-325-3899 jakemccusker@hotmail.com

**City of North Liberty:**

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

**City official** **Tom Palmer**

 Digitally signed by Tom Palmer  
DN: cn=Tom Palmer, o=City of North Liberty, ou=Building  
Safety, email=tpalmer@ci.north-liberty.ia.us, c=US  
Date: 2018.07.18 06:51:02 -05'00'

**North Liberty Fire Department:**

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

**Fire Inspector**

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

State of Iowa ABD License: \_\_\_\_\_ North Liberty Permit: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_

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

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**Name of Business (DBA):** Gasby's  
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**Business Phone & Email:** 319-325-3899 jakemccusker@hotmail.com

**City of North Liberty:**

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

**City Official**

---

**North Liberty Fire Department:**

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

**Fire Inspector**

---

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

 7/18/18

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State of Iowa ABD License: \_\_\_\_\_ North Liberty Permit: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_



## North Liberty Police Department

---

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

July 24, 2018

Liquor License Check

Business: Gasby's  
1 Hawkeye Drive  
North Liberty, IA 52317

Owners:

1. Shane J. McCusker (DOB: 1979)

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

I recommend the license be granted.

Submitted by Sergeant Chris Shine





# North Liberty Fire Department



Occupancy: **Gasby's Amoco**  
Occupancy ID: **995220**  
Address: **1 Hawkeye DR**  
**North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**  
Inspection Date: **8/20/2018** By: **Hardin, Bryan E (01-1022)**  
Time In: **14:54** Time Out: **15:16**  
Authorized Date: **Not Author** By:

Form: General Fire  
Inspection Checklist 1.3

Next Inspection Date: **09/19/2018 Liquor License Inspection**

## Inspection Description:

ORDER TO COMPLY:  
You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.  
This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.  
If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

## Inspection Topics:

### Fire Extinguishers

#### Fire Extinguisher Monthly Inspection - Initial & Date Tag

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

Status: **FAIL**

Notes: **Complete.**

### Combustible, General & Outside Storage

#### Oily Rags Stored in Approved Containers

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

Status: **FAIL**

Notes: **Obtain approved container for rags used to clean grease.**

## Additional Time Spent on Inspection:

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

**Total Additional Time: 0 minutes**

**Inspection Time: 22 minutes**

**Total Time: 22 minutes**

## Summary:

**Overall Result:** Correction Notice Issued

**Inspector Notes:**

## Closing Notes:

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

## Inspector:

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



Signed on: 08/20/2018 15:19

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## Representative Signature:

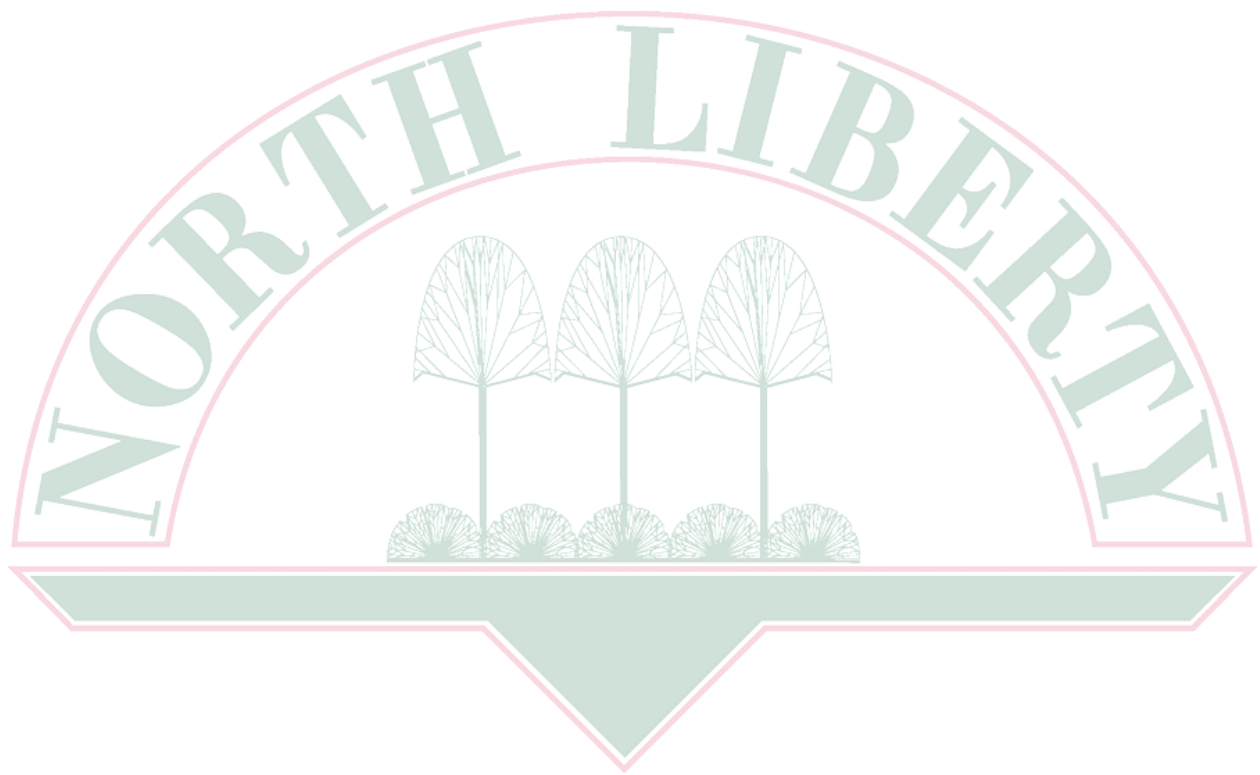
Signature of: Jake on 08/20/2018 15:19



\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

# Mayor Report





# City of North Liberty PROCLAMATION

**Whereas,** a library card is the most important card in everyone's wallet; and

**Whereas,** a library card is the most important school supply of all; and

**Whereas,** libraries play an important role in the education and development of a community; and

**Whereas,** libraries empower all people to pursue their interests, discover their passions and achieve their highest potential as learners and citizens; and

**Whereas,** the North Liberty Community Library connects people to information essential for daily living and offers them opportunities for enjoyment and personal growth; and

**Whereas,** the North Liberty Community Library actively encourages discovery, learning, and greater participation in community life; and

**Whereas,** the North Liberty Community Library contributes to the quality of life in North Liberty by offering opportunities to explore diverse ideas, to exercise imagination, and to express creativity; and

**Whereas,** librarians bring communities together, creating welcoming and inclusive spaces for people of all backgrounds to learn together; and

**Whereas,** libraries are constantly transforming and expanding their services to meet the needs of the communities they serve; and

**Whereas,** libraries promote equity, making digital technology and information equally accessible to all; and

**Now, Therefore,** I, Terry Donahue, Mayor of North Liberty, proclaim September to be

## Library Card Sign-up Month

and encourage everyone to sign up for their own library card today.



---

TERRY L. DONAHUE, MAYOR

Signed in North Liberty, Iowa  
this 28th day of August, 2018

# Rezoning - Golf View Commercial, Part 1, Lot 2





Recommended for approval by the Planning Commission at their 7/3/2018 regular meeting.

June 13, 2018

## **Memo**

To: North Liberty Planning Commission

From: Dean Wheatley, Planning Director

Subject: Request from Streb Investment Partnership LC to approve a commercial rezoning for a .56 acre property located east of 965-Ranshaw Way south of Hawkeye Drive, from C-2-A to C-2-B.

(Legal: Golf View Commercial Part 1 Lot 2)

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

### **Background and Statistics**

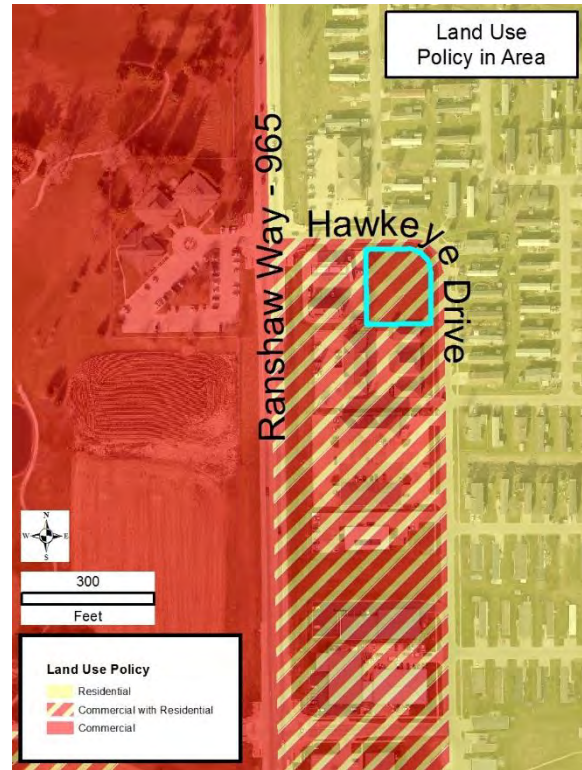
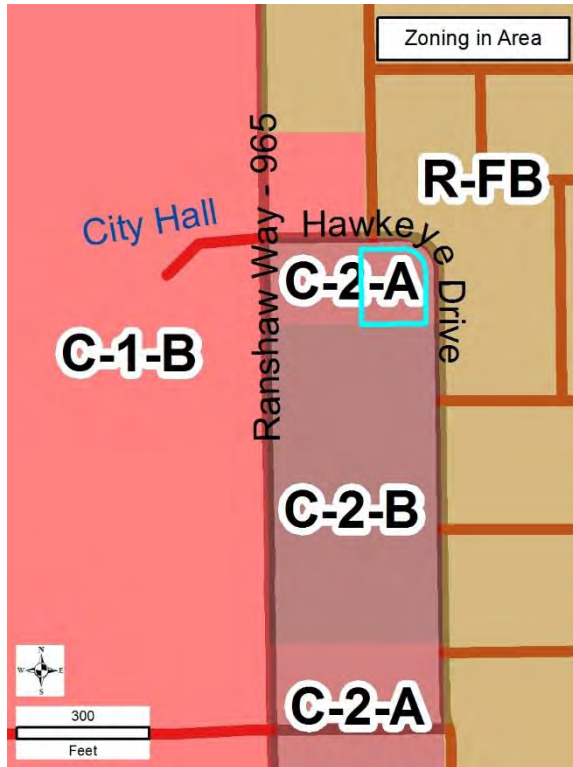
This request is to rezone property to permit mixed-use development on a single lot that has been marketed for sale for some years without success. It is located awkwardly between highway commercial use and mobile home park use, where visibility is marginal for commercial development. A Good Neighbor meeting was held to allow any interested party an opportunity to comment on this rezoning prior to submission, and one adjacent commercial property owner attended to ask questions about potential development. No site plan is prepared for this rezoning, and that is considered acceptable for these reasons:

1. The request is a rezoning from one commercial zone to another commercial zone, so it is not considered to be a significant change (although the requested district does allow residential uses above the ground floor while the existing district does not).
2. A formal site plan will be required prior to any development on the property.
3. The owner does not plan to develop the site, but is attempting to enhance its marketability.

The property is shown as “Commercial with Residential” on the Land Use Plan, and so the request is consistent with that policy. A concept plan for development on the property is not required and has not been submitted.

**Subdivision Ordinance Provisions Affecting This Development**

None; it is an existing lot.



**Zoning Ordinance Provisions Affecting This Development**

It should be noted again the main difference between the existing zoning district and the proposed district is that residential uses are not allowed with the current zoning but would be, above the ground floor, if the request is approved.

**Staff Comments Regarding the Proposed Zoning**

**Storm water impacts.** This is an existing lot in an existing subdivision, so storm water management requirements are limited to quality of release, which can be treated in several different ways in site plan development.

**Street/Traffic impacts.** Substantial traffic impacts are not anticipated from this single-lot rezoning from one commercial district to another.

**Land use impacts and adjacent properties.**

This general area best-suited for urban-scale density, and mixed-use development at this location provides a good transition from the more intense commercial use adjacent to Ranshaw Way to the mobile home court to the east.

**Land use and zoning recommendation.** In rezoning considerations, *suitability* and *compatibility* are key issues in addition to land use policy. In this case, the site is physically suitable for the development proposed, and the mixed-use zone proposed is compatible with surrounding uses.

Staff recommends approval of the rezoning request.



**Ordinance No. 2018-08**

**AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY OWNED BY STREB INVESTMENT PARTNERSHIP LC LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE C-2-B COMMERCIAL DISTRICTS**

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

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

C-2-B Zoning

Lot 2 of Golf View Commercial Subdivision Part One to North Liberty, Iowa, in accordance with the plat thereof recorded in Plat Book 34 at Page 17 of the records of the Johnson County Recorder's Office. Said Lot 2 contains 0.56 acre, and is subject to easements and restrictions of record.

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

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

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

First reading on July 24, 2018.

Second reading on August 14, 2018.

Third and final reading on \_\_\_\_\_.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

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

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2018-08 in the *North Liberty Leader* on \_\_\_\_\_.

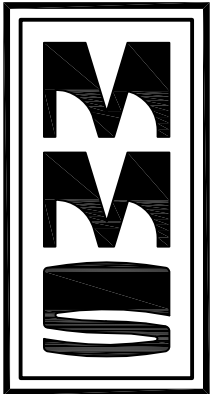
\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

# REZONING EXHIBIT

LOT 2 OF GOLF VIEW COMMERCIAL SUBDIVISION PART ONE  
NORTH LIBERTY, JOHNSON COUNTY, IOWA

PLAT PREPARED BY:  
MMS CONSULTANTS INC.  
1917 S. GILBERT STREET  
IOWA CITY, IA 52240

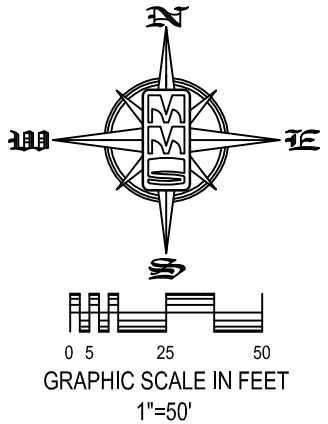
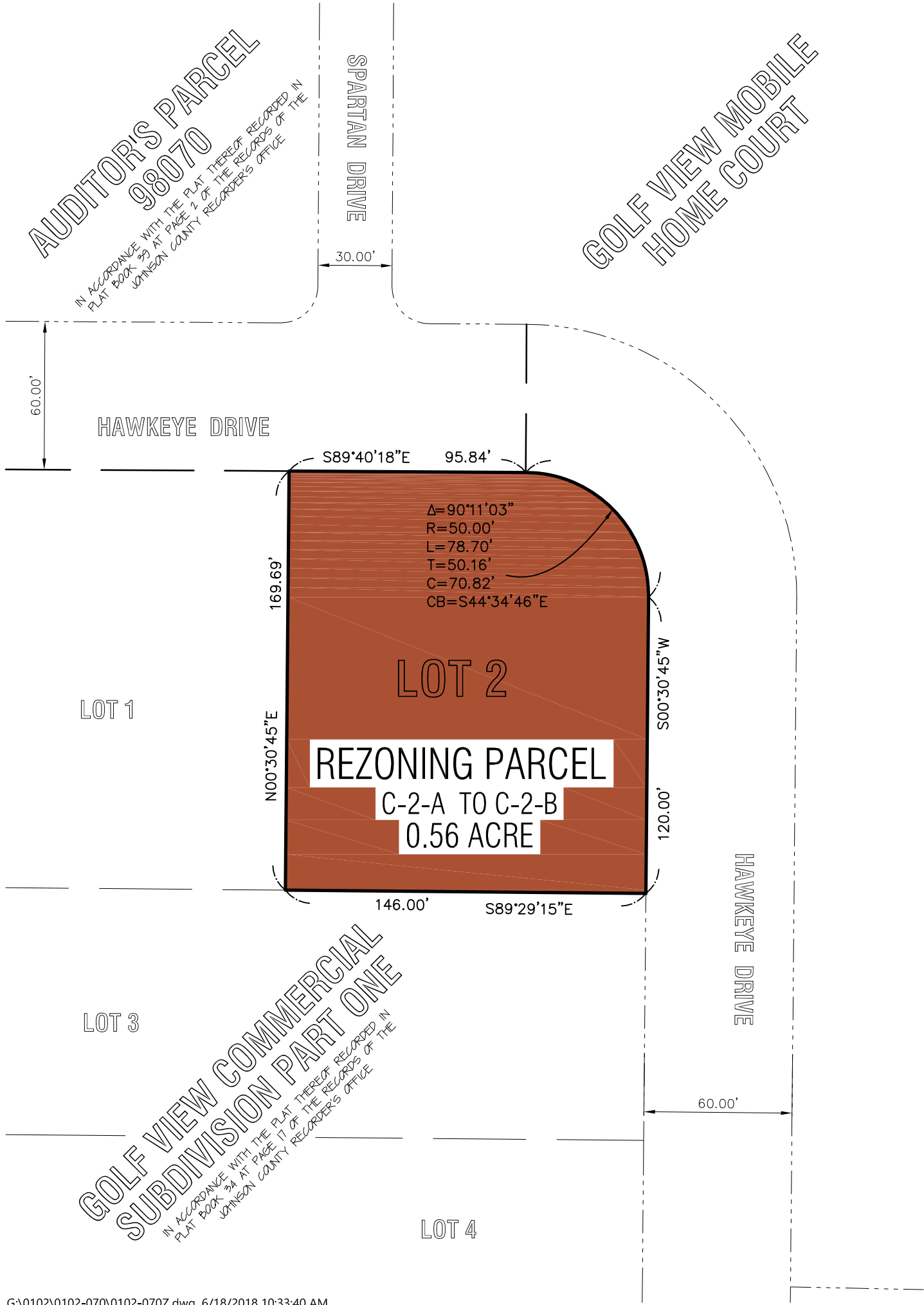
OWNER  
STREB & STREB  
PO BOX 48  
NORTH LIBERTY, IA 52317-0048



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

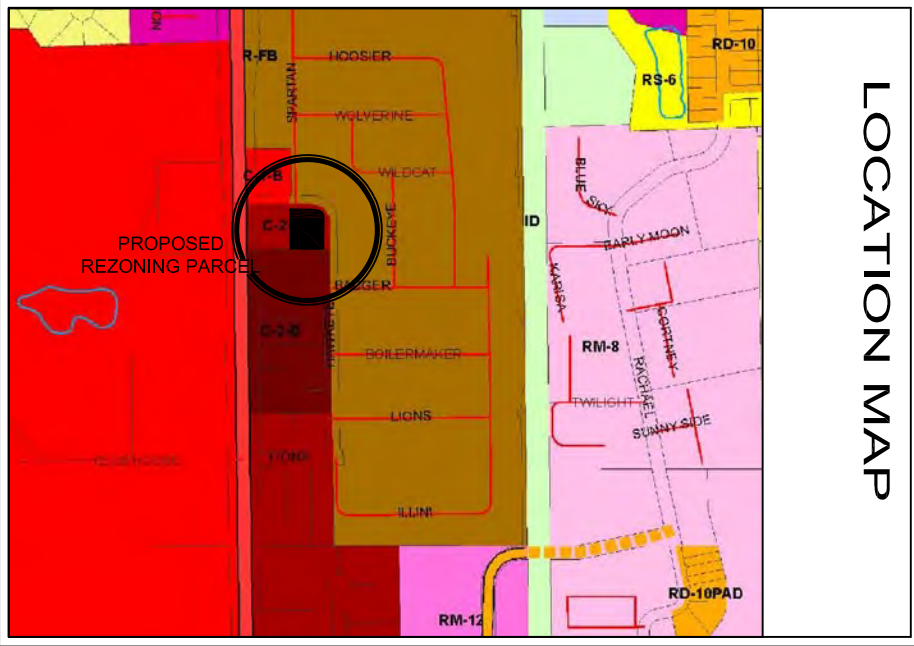
1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 351-8282

[www.mmsconsultants.net](http://www.mmsconsultants.net)



LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, PLATTED OR BY DEED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
(R)	
(M)	

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



LOCATION MAP

Date	Revision
06-18-18	CITY AGENDA -JDM

**REZONING EXHIBIT**

LOT 2 OF GOLF VIEW COMMERCIAL SUBDIVISION PART ONE

NORTH LIBERTY  
JOHNSON COUNTY  
IOWA  
MMS CONSULTANTS, INC.

Date:	05-30-2018
Designed by:	JDM
Field Book No.:	
Drawn by:	RLW
Scale:	1"=50'
Checked by:	JEL
Sheet No.:	1
Project No.:	IC 0102-070
of:	1

DESCRIPTION - REZONING PARCEL C-2-A TO C-2-B

LOT 2 OF GOLF VIEW COMMERCIAL SUBDIVISION PART ONE TO NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 34 AT PAGE 17 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE. SAID LOT 2 CONTAINS 0.56 ACRE, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

# Rezoning - Golf View Commercial, Part 2, Lot

14





Recommended for approval by the Planning Commission at their 7/3/2018 regular meeting.

June 13, 2018

## **Memo**

To: North Liberty Planning Commission

From: Dean Wheatley, Planning Director

Subject: Request from Streb Investment Partnership LC to approve a commercial rezoning for a .8 acre property located east of 965-Ranshaw Way south of Hawkeye Drive, from C-2-A to C-2-B.

(Legal: Golf View Commercial Part 2 Lot 14)

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

### **Background and Statistics**

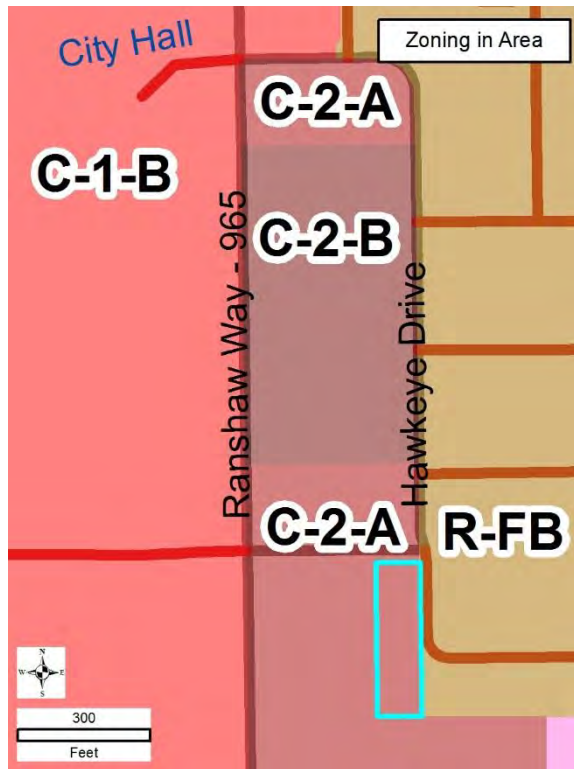
This request is to rezone property to permit mixed-use development on a single lot that has been marketed for sale for some years without success. It is located awkwardly between highway commercial use and mobile home park use, where visibility is marginal for commercial development. A Good Neighbor meeting was held to allow any interested party an opportunity to comment on this rezoning prior to submission, and no one from the public attended. No site plan is prepared for this rezoning, and that is considered acceptable for these reasons:

1. The request is a rezoning from one commercial zone to another commercial zone, so it is not considered to be a significant change (although the requested district does allow residential uses above the ground floor while the existing district does not).
2. A formal site plan will be required prior to any development on the property.
3. The owner does not plan to develop the site, but is attempting to enhance its marketability.

The property is shown as “Commercial with Residential” on the Land Use Plan, and so the request is consistent with that policy. A concept plan for development on the property is not required and has not been submitted.

**Subdivision Ordinance Provisions Affecting This Development**

None; it is an existing lot.



**Zoning Ordinance Provisions Affecting This Development**

It should be noted again the main difference between the existing zoning district and the proposed district is that residential uses are not allowed with the current zoning but would be, above the ground floor, if the request is approved.

**Staff Comments Regarding the Proposed Zoning**

**Storm water impacts.** This is an existing lot in an existing subdivision, so storm water management requirements are limited to quality of release, which can be treated in several different ways in site plan development.

**Street/Traffic impacts.** Substantial traffic impacts are not anticipated from this single-lot rezoning from one commercial district to another.

**Land use impacts and adjacent properties.**

This general area best-suited for urban-scale density, and mixed-use development at this location provides a good transition from the more intense commercial use adjacent to Ranshaw Way to the mobile home court to the east.

**Land use and zoning recommendation.** In rezoning considerations, *suitability* and *compatibility* are key issues in addition to land use policy. In this case, the site is physically suitable for the development proposed, and the mixed-use zone proposed is compatible with surrounding uses.

Staff recommends approval of the rezoning request.

**Ordinance No. 2018-09**

**AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY OWNED BY STREB INVESTMENT PARTNERSHIP LC LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE C-2-B COMMERCIAL DISTRICT**

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

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

C-2-B Zoning

Lot 14 of Golf View Commercial Subdivision - Part Two to North Liberty, Iowa, in accordance with the plat thereof recorded in Plat Book 36 at Page 190 of the records of the Johnson County Recorder's Office. Said Lot 14 contains 0.80 acre, and is subject to easements and restrictions of record.

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

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

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

First reading on July 24, 2018.

Second reading on August 14, 2018.

Third and final reading on \_\_\_\_\_.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

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

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

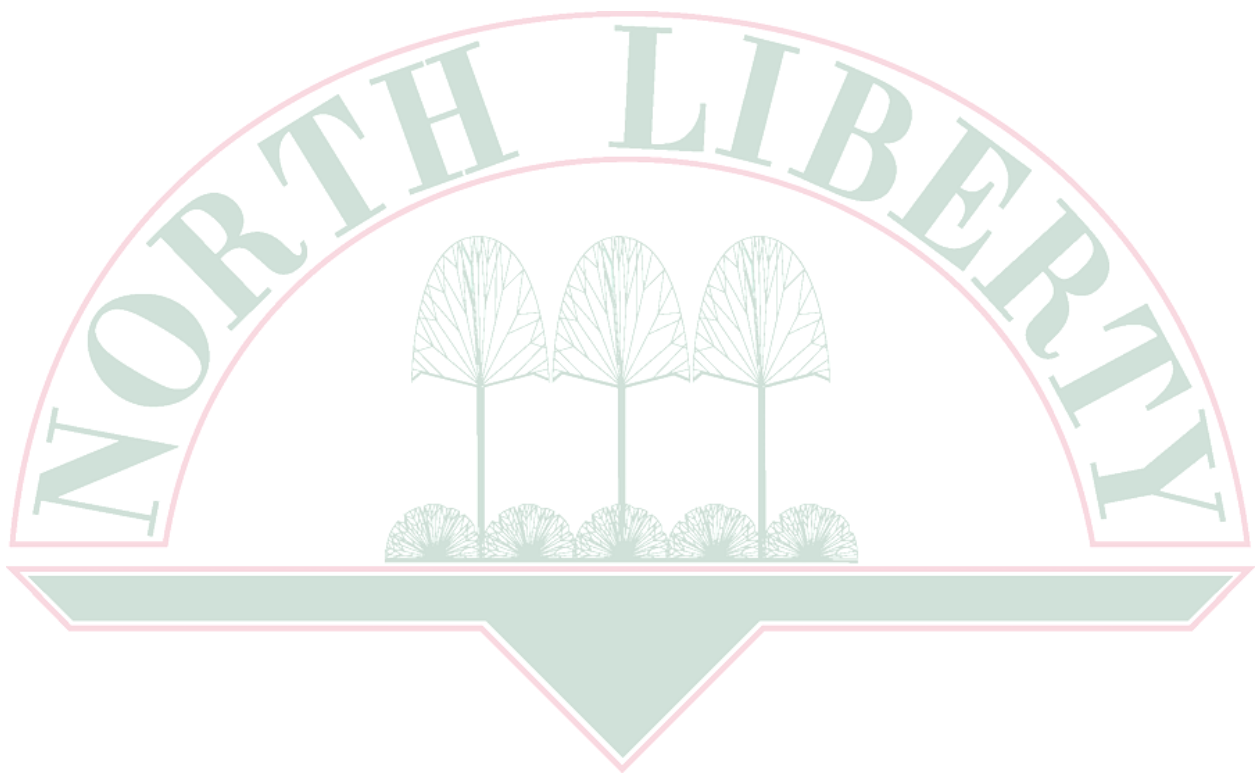


I certify that the forgoing was published as Ordinance No. 2018-08 in the *North Liberty Leader* on \_\_\_\_\_.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK



# The Preserve





Recommended for approval by Planning Commission at their meeting on 7/3/2018. Plat was held pending preparation of Preliminary Plat Agreement.

June 27, 2018

**Memo**

To: North Liberty Planning Commission  
From: Dean Wheatley, Planning Director  
Subject: Request from Watts Group to approve a preliminary plat, The Preserve, for property located at the southeast corner of St. Andrews Drive and Kansas Avenue.

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 is to subdivide an existing 71.51 acre parcel into 123 single-family, duplex, and multi-family lots sized to meet requirements of the current zoning application for RS-4, RS-6, RD-10, RD-8, and RM-8. It is well served with parks and streets. Centennial Park is adjacent to the east, and trail connections are provided from the neighborhood into the park. Kansas Avenue, St. Andrews Drive, and Alexander Way are major streets identified on the Major Streets Plan. Significant dedications are being made to the City for Alexander Drive (collector street), St Andrews Drive (also a collector street), and for a future roundabout at the intersection of those two streets, as part of this plat; and fees for sewer and adjacent road improvements will be required. The multi-family lots, 1 and 29, require site plan approval prior to development. Accommodations are planned at the southwest corner of this plat to allow the continued flow of significant amounts of stormwater originating southwest of the property.

RS-4 lot requirements are: Width: 80 feet Area: 10,000 square feet Front Yard Setback: 25 feet (both frontages for corner lots) Rear Yard Setback: 30 feet Side Yard Setbacks: 10 feet	RS-6 lot requirements are: Width: 70 feet Area: 7,000 square feet Front Yard Setback: 25 feet (both frontages for corner lots) Rear Yard Setback: 30 feet Side Yard Setbacks: 8 feet
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<p>RD-8 lot requirements are:  Width: 100 feet  Area: 10,000 square feet, 5,000 per unit  Front Yard Setback: 25 feet (both frontages for corner lots)  Rear Yard Setback: 30 feet  Side Yard Setbacks: 10 feet</p>	<p>RD-10 lot requirements are:  Width: 80 feet  Area: 9,000 square feet, 4,500 per unit  Front Yard Setback: 25 feet (both frontages for corner lots)  Rear Yard Setback: 30 feet  Side Yard Setbacks: 10 feet</p>
<p>RM-8 lot requirements are:  Width: 100 feet  Area: 5,000 square feet per unit  Front Yard Setback: 45 feet (both frontages for corner lots)  Rear Yard Setback: 35 feet  Side Yard Setbacks: 20 feet</p>	

This plat provides for good internal circulation and connection stubs for future development of and street connections with property to the south and the property surrounded on three sides by this subdivision. The owner has agreed to prepare a landscape plan for the single-family and duplex lots with frontage on St. Andrews Drive, and similar plans for the multi-family lots will be reviewed with those site plans. A Good Neighbor meeting was held to allow any interested party an opportunity to comment on this rezoning prior to submission, and four resident households attended. Various concerns were expressed, including storm water management, grading issues, and street extensions into adjacent property.

There has been a very good working relationship between the City staff and this developer in finding solutions to access, storm water management, and other issues for development. Staff recommends approval of the plat subject to the following:

Notes:

- A Preliminary Plat Agreement is required, to include at least the following provisions:
  - Funding for future upgrades to St. Andrews Drive and Kansas Avenue.
  - West Trunk Sewer hookup fees.
  - Definition of lots to be responsible for the maintenance of the pond areas.
  - Landscape plans for Outlot A and Lots 7, 8, and 107 adjacent to St. Andrews Drive.
- Fees will need to be paid prior to final plat approval.
- Off-site easements may need to be provided prior to construction plan approval.
- A site plan for the lot 1 and lot 30 pond will need to provide landscaping in that area.

**PRELIMINARY PLAT AGREEMENT  
THE PRESERVE PRELIMINARY PLAT**

THIS PRELIMINARY PLAT AGREEMENT (the "Agreement"), is hereby made by and between the City of North Liberty, a municipal corporation (hereinafter the "City") and Watts Group Development, Inc., an Iowa corporation (hereinafter the "Developer"), as of the \_\_\_ day of August, 2018.

**SECTION 1. REQUEST FOR PRELIMINARY PLAT APPROVAL.**

The Developer has requested that the City approve the preliminary plat, attached hereto as Attachment A and incorporated herein by reference, for a proposed subdivision known as The Preserve (hereinafter the "Plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

**BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA; THENCE S00°50'03"E, ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, 1336.92 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE S89°08'29"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 14, A DISTANCE OF 2665.42 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; THENCE N00°46'20"W, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, 1327.87 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE N88°56'48"E, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, 1379.00 FEET; THENCE S01°03'12"E, 466.70 FEET; THENCE N88°56'48"E, 933.38 FEET; THENCE N01°03'12"W, 466.70 FEET, TO A POINT ON THE SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; THENCE N88°56'48"E, ALONG SAID NORTH LINE, 351.62 FEET, TO THE POINT OF BEGINNING, CONTAINING 71.51 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.**

(hereinafter the "Subdivision").

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

The City agrees that it will approve the preliminary plat upon the condition that the Developer enter into and abide by this Agreement. The Developer's obligations under this Agreement shall continue in full force and effect if the Developer sells the entire platted area or any part thereof.

### **SECTION 3. PROPERTY IMPROVEMENTS.**

The Subdivision based on this preliminary plat shall be developed according to the final plats approved by the City and according to the plans and specifications as approved by the City. All improvements and facilities shall be constructed and installed by the Developer according to the plans, specifications, ordinances and standards of the City, with inspections by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress, but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein, nor shall the Developer be deemed to be acting as the City's agent during the original construction and installation of the above-described improvements. The parties agree that the obligation to install the above-described public improvements herein shall be in accordance with the plans and specifications drafted by the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

### **SECTION 4. FINAL PLATS CONDITIONS AND REQUIREMENTS.**

The Developer acknowledges that the requirements of the City's ordinances and design standards must be met for each and every part of the area included in the Plat. Further, the Developer acknowledges that a separate Developer's Agreement will be required for the final plats submitted to the City, which shall specify responsibilities and limitations for, including but not limited to: public improvements, utilities, erosion control and grading, phased development, occupancy and building permits, engineering administration and construction observation, utility assessments, and other private costs.

### **SECTION 5. SPECIAL FINAL PLATS CONDITIONS AND REQUIREMENTS.**

In addition to the standard conditions and requirements set forth in Section 4, the City and the Developer agree to the following conditions and requirements for final plattings of any part of all of the area included in the Plats:

1. **Acknowledgement.** The Developer acknowledges that all subdivision, public improvement and building requirements of the City remain in full force and effect, unless specifically waived in writing by the City.
2. **Final plats.** Final plats shall be sequenced for the logical vehicular and pedestrian access to and within the Subdivision, subject to City approval.
3. **Kansas Avenue and St. Andrews Construction/Reconstruction Costs.** The City is responsible for the construction/reconstruction of the parts of Kansas Avenue and St. Andrews Drive that abuts the Subdivision as shown on the Plat. The Developer shall be responsible for reimbursement of its share of the actual costs in accordance with the City's policy, which will be set out in more detail in the Developer's Agreements for this subdivision. However, adjoining property developments,

including The Preserve, shall not be responsible for the portion of Kansas Avenue paid for by the State grant obtained by the City for that work.

4. Sewer Tap-on Fees. A sewer tap-on fee of \$1,229 per acre for the gross area within the Plat that will be served by the West Trunk sewer line, which will be incorporated in more detail in the Developer's Agreements for this subdivision.
5. Buffers. As part of the consideration for the approval of the Plat, the Developer agrees to assume responsibility for establishing and maintaining certain buffers within the boundaries of the Plat in accordance with the Landscape Exhibit, which is shown on Attachment B, as follows:
  - a. Outlot A, adjacent to St. Andrews Drive;
  - a. Lot 7, adjacent to St. Andrews Drive;
  - b. Lot 8, adjacent to St. Andrews Drive; and
  - c. Lot 107, adjacent to St. Andrews Drive.

The Developer agrees to assume responsibility for establishing and maintaining the buffers shown on Attachment B until such time as the maintenance is turned over to an HOA established by the developer.

6. Any buffer or landscape requirements and maintenance obligations for Lots 1 and 29 will be addressed by the parties as part of the site plan review and approval process.
7. Offsite Easements. Offsite Easement agreements between the Developer and certain private property owners, copies of which are to be provided to the City, may be required prior to construction plan approval. The Developer is expected to comply with all terms and conditions set forth in these agreements.
8. Stormwater Detention Management and Homeowners Association. The subdivision is served by stormwater detention basins on Lots 1, 29 and Outlot "A". A private homeowners association serving all phases of The Preserve will be created to maintain these three detention basins and own Outlot "A", as well as maintain all other common areas.
9. Property Maintenance. The Developer hereby acknowledges that the entire area of the preliminary plat is to be professionally maintained while under development. Specifically, grass is to be kept mowed in accordance with City standards; construction debris is to be kept picked up and shall not under any circumstances leave the site; all newly-planted landscaping is to be kept watered, trimmed, and alive; and signage shall meet City requirements.

#### **SECTION 6. DEVELOPER'S DEFAULT.**

The Developer agrees and is fully obligated to perform as provide in this Agreement. The Developer is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement.

#### **SECTION 7. TIME OF PERFORMANCE.**

The Developer acknowledges that the City's approval of the Plat shall be effective for a period of thirty-six (36) months, unless:



1. Upon written request of the Developer, the City Council by resolution grants an eighteen (18) month extension of time. Extension criteria may include, but are not limited to: considerations related to changes in surrounding properties, changes in infrastructure needs, changes in code requirements, or other factors related to whether the Subdivision as approved remains appropriate or in the best interests of the City; or
2. The final plats of all or part of the Plat is recorded prior to the expiration of the Plat. Any time a final plat is recorded, the Plat approval shall be automatically extended for a new period of eighteen (18) months from the date the City Council approved the recorded final plats.

If extensions are not approved of final plats recorded as specified above, all previous actions of the City Council with respect to the application shall be deemed null and void.

**SECTION 8. SUCCESSOR AND ASSIGNS.**

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

**SECTION 9. RECORDING.**

Upon execution, this Agreement shall be recorded by and at the Developer's cost.

**SECTION 10. NOTICES.**

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

Watts Group Development, Inc.  
425 E. Oakdale Boulevard, Suite 202  
Coralville, IA 52241

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

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

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

DATED this \_\_\_\_ day of August, 2018.

CITY OF NORTH LIBERTY, IOWA

WATTS GROUP DEVELOPMENT, INC.

By: \_\_\_\_\_  
Terry Donahue, Mayor

By: *Gary D. Watts*  
Gary D. Watts, President

ATTEST: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

STATE OF IOWA     )  
                                  ) ss:  
JOHNSON COUNTY    )

On this \_\_\_\_ day of August, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry 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 by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of August, 2018; and that Terry Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA     )  
                                  ) ss:  
JOHNSON COUNTY    )

This instrument was acknowledged before me on this 8<sup>th</sup> day of August, 2018, by Gary D. Watts, as President of Watts Group Development, Inc.

*Michael J. Pugh*  
Notary Public in and for the State of Iowa







**Resolution No. 2018-111**

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF  
THE PRESERVE, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the owners, Thomas P. & Linda M. Streb, and the developer, Watts Group Development, Inc., have filed with the City Clerk a preliminary plat described in Exhibit A which is attached hereto;

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

**WHEREAS**, said preliminary plat has been examined by the North Liberty Planning and Zoning Commission, which did recommend that the preliminary plat described as The Preserve be approved with no conditions;

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

**NOW, THEREFORE, BE IT RESOLVED** that the Preliminary Plat for The Preserve is approved.

**APPROVED AND ADOPTED** this 28th day of August, 2018.

CITY OF NORTH LIBERTY:

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

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

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

**Resolution No. 2018-110**

**RESOLUTION APPROVING THE PRELIMINARY PLAT AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND WATTS GROUP DEVELOPMENT, INC. THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH A PRELIMINARY PLAT WILL BE APPROVED FOR THE PRESERVE IN THE CITY OF NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the approval of the Preliminary Plat of The Preserve have been set forth in an Agreement between the City of North Liberty and Watts Group Development, Inc.; and

**NOW, THEREFORE, BE IT RESOLVED** that that the Agreement between the City of North Liberty and Watts Group Development, Inc. is approved for the Preliminary Plat of The Preserve, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 28th day of August, 2018.

CITY OF NORTH LIBERTY:

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 351-8282  
www.mmsconsultants.net

# PRELIMINARY PLAT THE PRESERVE NORTH LIBERTY, IOWA

PLAT/PLAN APPROVED  
by the  
City of North Liberty

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

PLAT PREPARED BY: MMS CONSULTANTS, INC.  
1917 S. GILBERT STREET  
IOWA CITY, IA 52240

OWNER: THOMAS P. & LINDA M. STREB  
3302 PHEASANT COURT NE  
NORTH LIBERTY, IA 52317

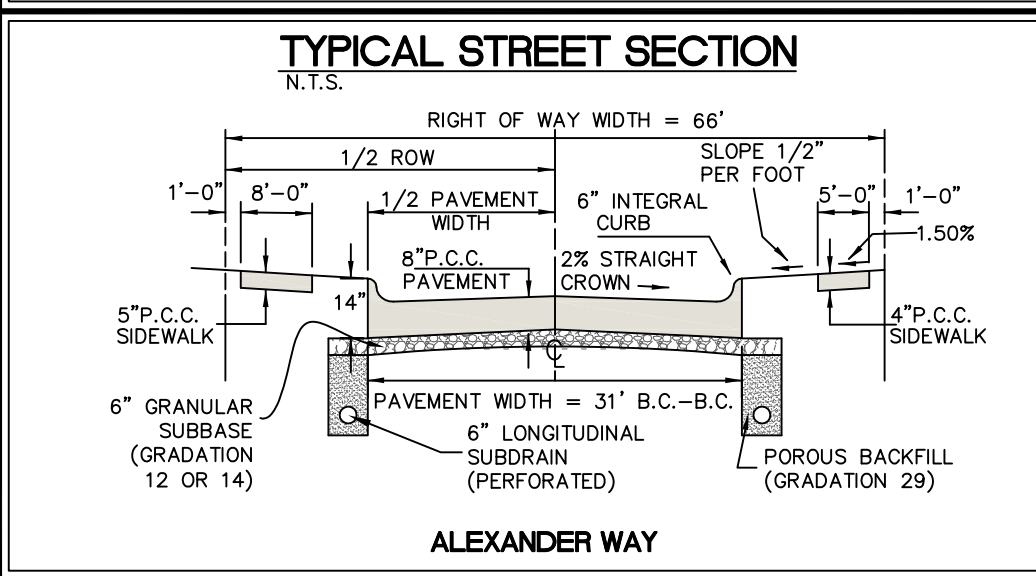
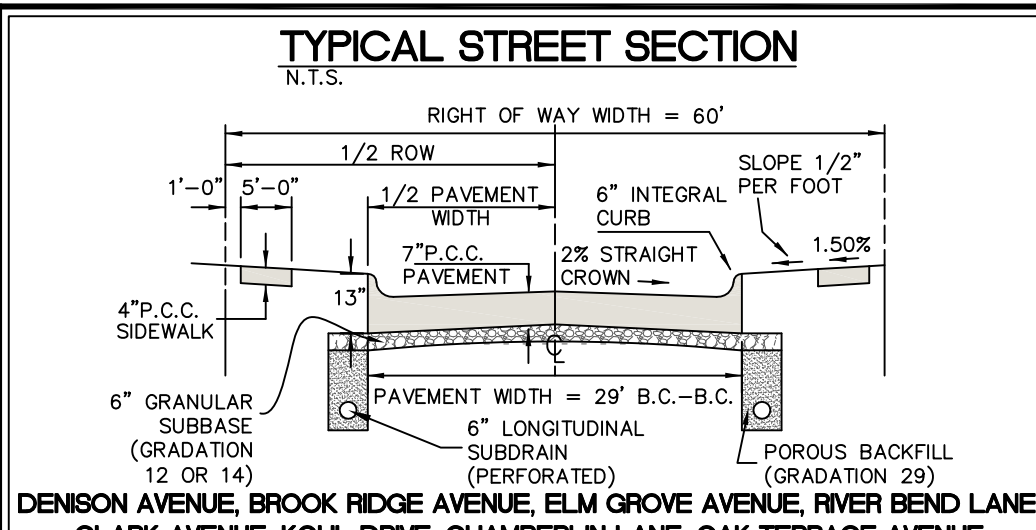
APPLICANT: WATTS GROUP DEVELOPMENT, INC.  
425 E. OAKDALE BLVD, SUITE 101  
CORALVILLE, IA 52241

APPLICANT'S ATTORNEY: MICHAEL J. PUGH  
425 E. OAKDALE BLVD, SUITE 101  
CORALVILLE, IA 52241

### STANDARD LEGEND AND NOTES

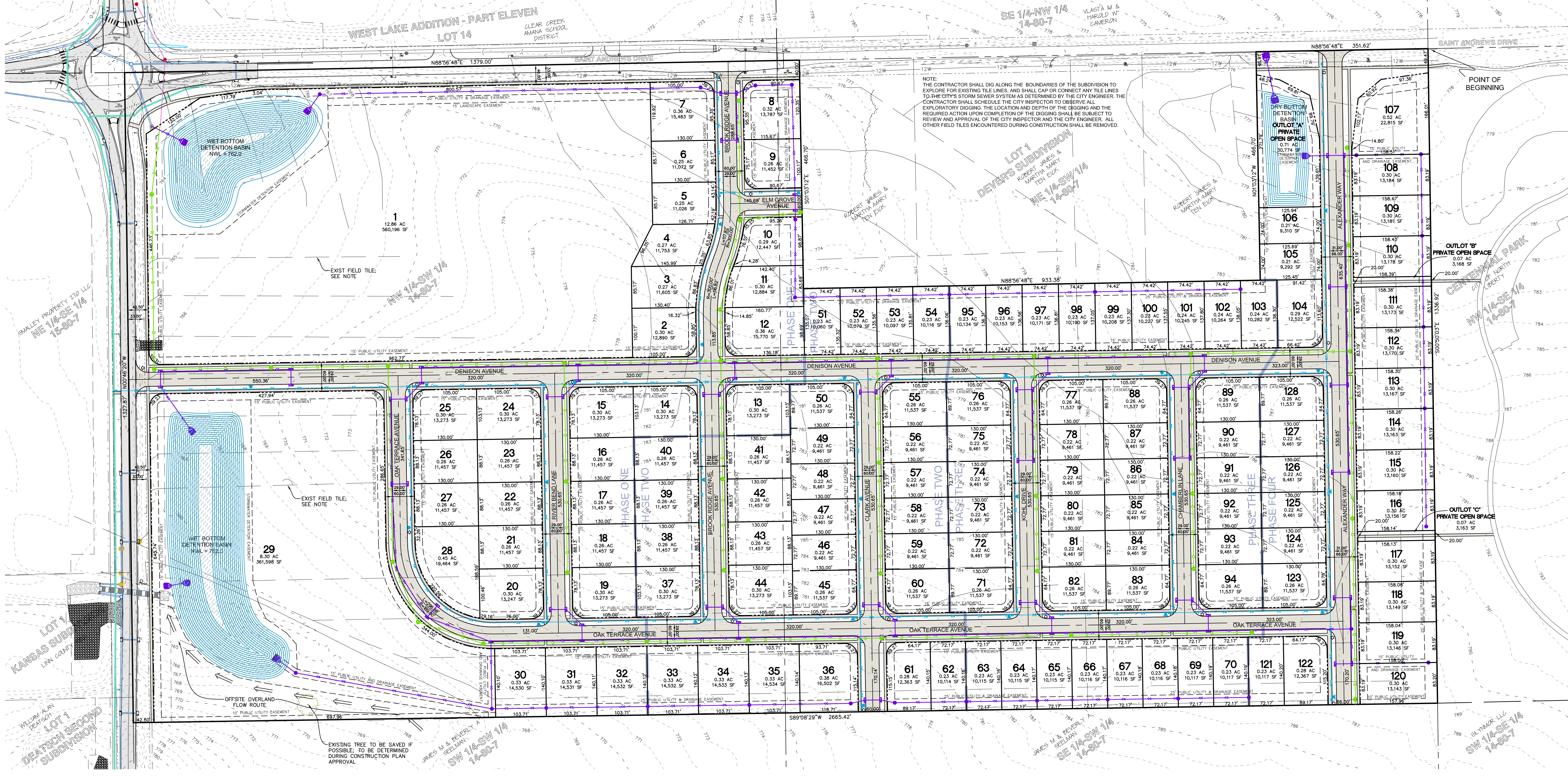
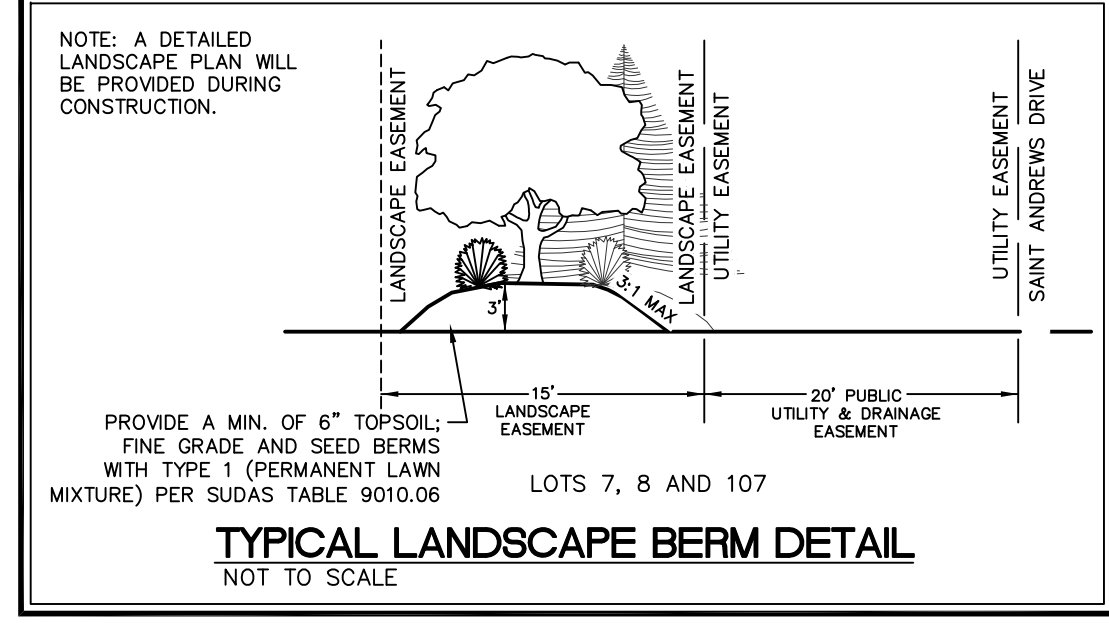
PROPERTY &/or BOUNDARY LINES	CONGRESSIONAL SECTION LINES	RIGHT-OF-WAY LINES	EXISTING RIGHT-OF-WAY LINES	CENTER LINES	EXISTING CENTER LINES	LOT LINES, INTERNAL	LOT LINES, PLATTED OR BY DEED	PROPOSED EASEMENT LINES	EXISTING EASEMENT LINES
POWER POLE W/DROP	POWER POLE W/TRANS	POWER POLE W/LIGHT	GUY POLE	LIGHT POLE	SANITARY MANHOLE	FIRE HYDRANT	WATER VALVE	DRAINAGE MANHOLE	CURB INLET
EXISTING SANITARY SEWER	PROPOSED SANITARY SEWER	EXISTING STORM SEWER	PROPOSED STORM SEWER	WATER LINES	ELECTRICAL LINES	TELEPHONE LINES	GAS LINES	CONTOUR LINES (INTERVAL)	EXISTING TREE LINE
EXISTING DECIDUOUS TREE & SHRUB									

THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.



LEGAL DESCRIPTION  
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA; THENCE S00°50'03"E, ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, 1336.92 FEET; THENCE S89°08'29"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 14, A DISTANCE OF 2665.42 FEET; THENCE N00°46'20"W, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, 1327.87 FEET; THENCE N88°56'48"E, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, 1379.00 FEET; THENCE S01°03'12"E, 466.70 FEET; THENCE N88°56'48"E, 933.38 FEET; THENCE N01°03'12"W, 466.70 FEET, TO A POINT ON THE SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; THENCE N88°56'48"E, ALONG SAID NORTH LINE, 351.62 FEET, TO THE POINT OF BEGINNING, CONTAINING 71.51 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

GENERAL NOTES:  
1. PHASE ONE CONSISTS OF LOTS 1 THROUGH 32. PHASE TWO CONSISTS OF LOTS 33 THROUGH 62. PHASE THREE CONSISTS OF LOTS 63 THROUGH 104. PHASE FOUR CONSISTS OF LOTS 105 THROUGH 128, OUTLOT "A", OUTLOT "B", AND OUTLOT "C".  
2. LOTS 1, 7, 8 AND 107 SHALL NOT HAVE DIRECT ACCESS TO SAINT ANDREWS DRIVE.  
3. LOTS 1 AND 29 SHALL NOT HAVE DIRECT ACCESS TO KANSAS AVENUE NE.  
4. LOTS 104, 122, 123 AND 128 SHALL NOT HAVE DIRECT ACCESS TO ALEXANDER WAY.  
5. ON-STREET PARKING ALLOWED ON ONLY ONE SIDE OF STREET. NO PARKING SIGNAGE IS REQUIRED IN OPPOSITE SIDE OF STREET.



Date	Revision
06-19-18	PER CITY COMMENTS -JDM
06-27-18	PER CITY COMMENTS -JDM
07-30-18	REVISED STREET NAMES -JDM

## PRELIMINARY PLAT

## THE PRESERVE

NORTH LIBERTY  
JOHNSON COUNTY  
IOWA

MMS CONSULTANTS, INC.

Date: 06-01-18

Designed By: KJB	Field Book No:
Drawn By: JDM	Scale: 1"=100'
Checked By: KJB	Sheet No: 1
Project No: IOWA CITY 1331-569	of: 1

# Police Department Building Project





## Resolution No. 2018-115

### **RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE POLICE DEPARTMENT BUILDING PROJECT**

**WHEREAS**, the City Council of the City of North Liberty, Iowa, has heretofore given preliminary approval to the plans, specifications, and estimate of cost (the “Contract Documents”) for the proposed Police Department Building Project (the “Project”), as described in the notice of hearing on the Contract Documents for the Project and the taking of bids therefor; and

**WHEREAS**, a hearing has been held on the Contract Documents on August 28, 2018;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. The City Council hereby delegates to the City Clerk and/or the Project Architect the duty of receiving bids for the Project until 2:00 o'clock p.m. on September 27, 2018 at the City Administration Building in the City. At such time and place the City Clerk and/or the Project Architect open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on October 9, 2018 at 6:30 p.m. at City Council Chambers in the City.

Section 2. The City Clerk is hereby authorized and directed to give notice of the hearing and taking of bids by publication as required by law, which publication shall be made not less than 4 and not more than 45 days prior to the date for receipt of bids and not less than 4 and not more than 20 days prior to the date of the said hearing. The said notice shall be in the form substantially as attached to this resolution.

Section 3. “Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**APPROVED AND ADOPTED** this 28th day of August, 2018.

**CITY OF NORTH LIBERTY:**

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TERRY L. DONAHUE, MAYOR

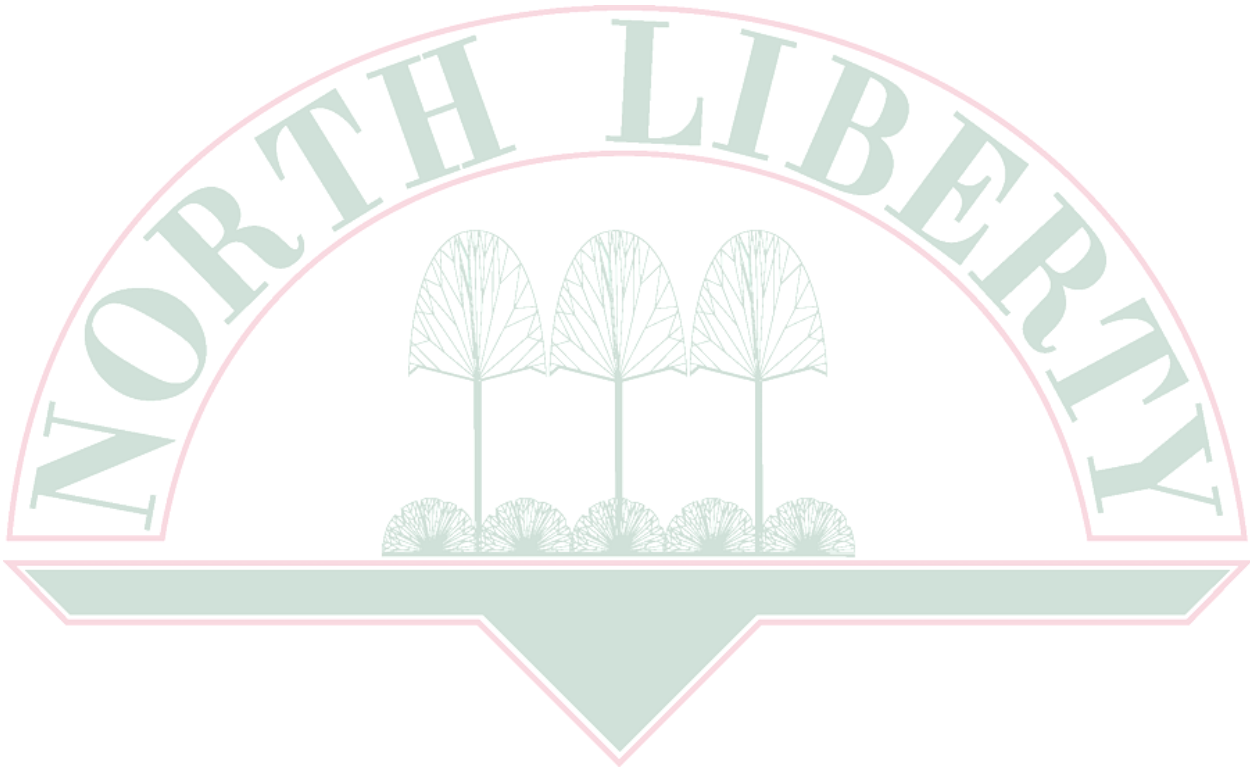
ATTEST:

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

# 2018A Bond Sale



MINUTES TO HOLD HEARINGS ON GENERAL  
OBLIGATION LOAN AGREEMENTS AND  
COMBINE LOAN AGREEMENTS

421033-73

North Liberty, Iowa

August 28, 2018

The City Council of the City of North Liberty, Iowa, met on August 28, 2018, at \_\_\_\_ o'clock \_\_\_\_m. at the \_\_\_\_\_, North Liberty, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place specified for taking action on the proposal to enter into the Essential Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$4,450,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

This also being the time and place specified for taking action on the proposal to enter into the Ranshaw Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$210,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

**Resolution No.2018-116**

**RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSALS TO ENTER INTO GENERAL OBLIGATION LOAN AGREEMENTS AND COMBINING LOAN AGREEMENTS**

WHEREAS, the City of North Liberty (the "City"), in Johnson County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$4,450,000 for the purpose of paying the costs, to that extent, of constructing street improvements and incidental sidewalk, storm water drainage and water system improvements; installing street lighting and signalization improvements; and constructing and installing parking, drainage and landscaping improvements at an existing municipal park, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on August 28, 2018; and

WHEREAS, the City also proposed to enter into a loan agreement (the "Ranshaw Loan Agreement" and together with the Essential Purpose Loan Agreement, the "Loan Agreements"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$210,000 for the purpose of paying the costs, to that extent, of constructing improvements for the restoration of Ranshaw House, has published notice of the proposed action and has held a hearing thereon, on August 28, 2018, and as of such date, no petition had been filed with the City asking that the question of entering into the Ranshaw Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City Council intends to combine the Loan Agreements in to a single loan agreement (the "Loan Agreement");

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

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

Section 2. Further action with respect to the Loan Agreements is hereby adjourned to the City Council meeting scheduled for September 11, 2018.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

**APPROVED AND ADOPTED** this 28th day of August, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

• • • • •

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

---

TERRY L. DONAHUE, MAYOR

Attest:

---

TRACEY MULCAHEY, CITY CLERK

**ATTESTATION CERTIFICATE**

STATE OF IOWA  
COUNTY OF JOHNSON  
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the authorization of certain Loan Agreements and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK



# Forevergreen Road Project



Return to and Prepared by Katie Johnson, Right of Way Office, Iowa Department of Transportation,  
800 Lincoln Way, Ames, IA 50010, 515-239-1216

Form 634010 (01-14)

### TEMPORARY EASEMENT PURCHASE AGREEMENT

Parcel Number: 23 County: Johnson  
Project Number: IMN-380-6(344)2--0E-52 Route Number: 380  
Seller: Keystone North Liberty LC

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

1. Seller grants to the Buyer a temporary easement upon Seller's real estate, hereinafter referred to as the premises, situated in parts of the following: Part of the NE 1/4 of the SE 1/4 of Section 23, T80N, R07W, in the City of North Liberty, in the County of Johnson, State of Iowa, and more particularly described on page 4, for the purpose of shaping and constructing an entrance and shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvement and other property: All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from a change. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and construction of this public improvement project.

2. The Buyer agrees to pay to the Seller the total lump-sum payment of \$15,910.00 on or before 60 days after Buyer approval. Seller agrees to grant possession of the premises upon payment. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on agreement payment warrants.
3. The Seller warrants that there are no tenants on the premises holding under lease, except (none affected).
4. It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of the highway project.
5. This agreement shall apply to and bind the legal successors in interest of the Seller. The Seller agrees to warrant good and sufficient title. The names and addresses of any lien holders are none.
6. If this agreement is recorded, in addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. The Seller agrees to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval and all other costs necessary to transfer the premises to the Buyer, with the exception of

attorney fees. Claims for transfer costs shall be paid in amounts supported by paid receipts or signed invoices.

7. Buyer agrees that any agricultural drain tiles located within the premises that are damaged or require relocation by highway construction, shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access-control purposes only at no expense to the Seller. The Buyer shall have the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
9. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except none.
11. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. Buyer agrees to construct type "C" entrances at Sta. 330+59.5 and Sta. 333+34.6, both on the right side.

It is understood and agreed all other entrances located within the construction limits of this highway project that are not listed or allowed in this agreement will be eliminated.

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

Signed By: X Brent Kingen C.O.O.  
 Print name and title:  
 3965 Airport Dr.  
 Indianapolis, IN 46254

**This section to be completed by a Notary Public.**

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Indiana</u> } COUNTY OF <u>Marion</u> } ss: On this <u>11<sup>th</sup></u> day of <u>July</u> A.D. _____ before me, the undersigned, a notary public in and for said state, personally appeared _____ <input checked="" type="checkbox"/> to me personally known; or <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. <u>Donita Jean Raia</u> (Sign in ink) <u>Donita Jean Raia</u> (Print/type name) Notary Public in and for the State of <u>Indiana</u> My commission expires <u>October 9, 2023</u> (NOTARIAL SEAL)	<input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> CORPORATE Title(s) of Corporate Officer(s): <u>C.O.O.</u> <input type="checkbox"/> Corporate Seal is affixed <input type="checkbox"/> No Corporate Seal procured <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s) <input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s) <input type="checkbox"/> Other: _____ <b>SIGNER IS REPRESENTING:</b> List name(s) of entity(ies) or person(s) <u>Keystone North Liberty LC</u>

BUYER'S APPROVAL	
Recommended by (Sign in ink): X <u>Scott Henning</u> (Printed Name): <u>Scott Henning</u> Project Agent Approved by (Sign in ink): X _____ (Printed Name): <u>Terry Donahue</u>	(Date) <u>7-24-2018</u> _____ (Date) _____

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

IOWA DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT  
PLOT PLAN

5238001016\row\52380344.sed 23


PARCEL NO.: 23


OWNER: KEYSTONE NORTH LIBERTY LC

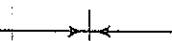
SECTION: 23 T 80 N-R 07 W.

SCALE: 1" = 200'

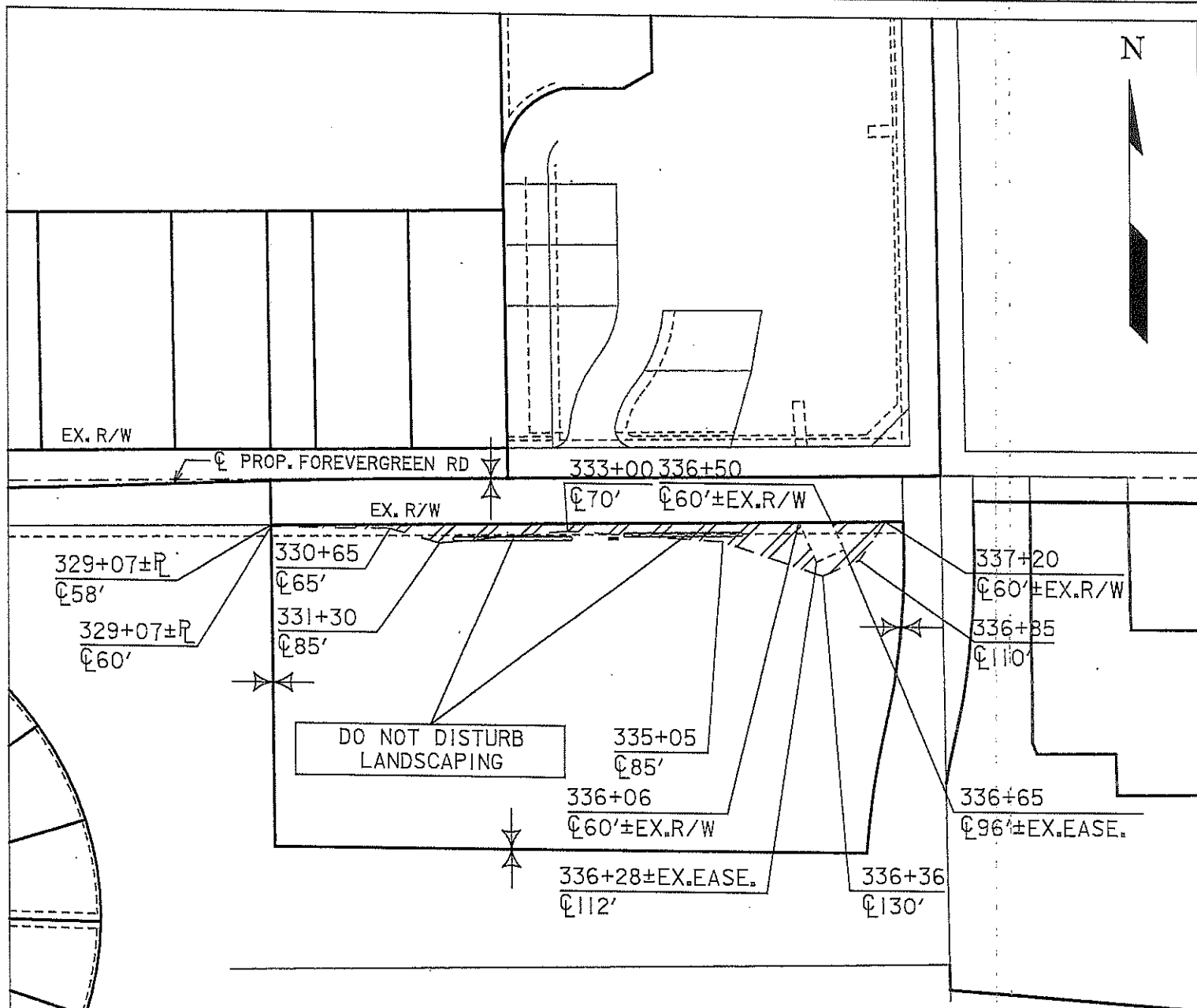
LEGEND

W.D. OR EASEMENT LINE: 

ACCESS LOCATION POINT: 

PROPERTY LINE: 

CITY OF NORTH LIBERTY



TEMPORARY EASEMENT TO SHAPE  
AREA = 16153 SQ.FT.

NE1/4 SE1/4  
SEC 23-80-07

CORRECTION - 9/6/2017 - ADDED DO NOT DISTURB NOTE

COUNTY: JOHNSON

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

21 44

**Resolution No. 2018-117**

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

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

**WHEREAS**, the City Council has been presented with a Temporary Easement Purchase Agreement with Keystone North Liberty LC for the acquisition of an easement for the Forevergreen Road Project; and

**WHEREAS**, the easement will be purchased for \$15,910.00 by the Iowa DOT as a part of the project.

**NOW, THEREFORE, BE IT RESOLVED** that that the Temporary Easement Purchase Agreement for the Forevergreen Road Project is authorized and approved.

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

**APPROVED AND ADOPTED** this 28th day of August, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

**ADMINISTRATIVE SETTLEMENT DETERMINATION**

**Parcel Number:** 12 **County:** Johnson  
**Project Number:** IMN-380-6(344)—0E-52 **Negotiator:** Dwayne Myers  
**Name:** Bartel Irvin Ruba and Andrea L Ruba, his wife

Offer to Purchase	<u>\$3,020.00</u>	Proposed Settlement	<u>\$15,000.00</u>	Variance	<u>\$11,980.00</u>
				%	<u>396.69</u>

APPRAISALS:

Appraiser	Date	Before	After	Acquisition	Add'l by Negotiator (Fence, etc)	Office to Purchase
1. Daniel Dvorak	8/3/17			\$3,020.00		\$3,020.00
2.				\$0.00		\$0.00

**REASONS FOR SETTLEMENT:** (check those applicable)

- The variance is based upon detailed estimates from outside sources (cc's attached).
- The variance is substantial. Settlement is justified as follows:
  - 1. The settlement is within the approved range as shown in the Acquisition Manual.
  - 2. Items of damage not considered in approved appraisal.
  - 3. Appraisal adjusted for time in accord with instruction from reviewer.
  - 4. Recent experience in eminent domain actions.
  - 5. All available appraisals (including landowner's.)
  - 6. Difference of opinion as to highest and best use.
  - 7. Extremely complex valuation problem.
  - 8. Estimate of condemnation cost considered in conjunction with above items.
  - 9. Other

**DETAILED EXPLANATION OF ALL ITEMS CHECKED:**

The subject property is located at 1760 W. Forevergreen Rd, North Liberty, IA. Its approximately 1 mile east of I-380 and 2 miles North of I-80. Subject consists of a 1 acre lot improved with a single-family home.


The proposed acquisition consists of 689 Sq. Ft. of permanent Easement for Utility purposes across the front yard. A Temporary Easement (2,019 sq. ft.) is also needed to construct a joint entrance and for shaping. Also located within the acquisition and temporary easement area are three trees.

The appraisal didn't consider the well being within the acquisition area. As part of this project, the houses along Forevergreen road are being required to be on City water. The proposed settlement is compensation for the well. The cost of condemnation is also a large factor in the settlement.

This settlement is being made in the best interest of the public

**Submitted By:**

 8-14-18  
 Acquisition Agent Date  
 Dwayne Myers

 8-14-18  
 Project Agent Date  
 Mark E. Holm

**Approved By:**

\_\_\_\_\_  
 City of North Liberty Approval Date  
 Ryan Heiar

\_\_\_\_\_

Return to and Prepared by

Form 634029 (03-17)

### PURCHASE AGREEMENT

Parcel Number: 12 County: Johnson  
Project Number: IMN-380-6(344)2--0E-52 Route Number: 380  
Seller: Bartel Irvin Ruba and Andrea L. Ruba, his wife

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

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: Part of Lot 1 of Forevergreen Subdivision, in the City of North Liberty, in the County of Johnson, State of Iowa, and more particularly described on page 7 including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below:

Payment Amount	Agreed Performance	Date of Performance
\$15,000.00	On conveyance of title	60 days after Buyer approval
\$0.00	On surrender of possession	Immediate
	On possession and conveyance	
<b>\$15,000.00</b>	<b>Total Lump-Sum Amount</b>	

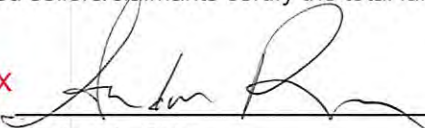
Breakdown	Ac/Sq. Ft.			
Land by fee title	N/A		Fence	N/A rods woven
Underlying fee title	NA		Fence	N/A rods barbed
Permanent easement to Utilities of Record for utility purposes	689	sq. ft.		



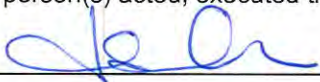
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 319-626-5700.
4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title.
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to Iowa Department of Transportation an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except a Well.
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
14. The Sellers grant to the Buyer temporary easement for the purpose of shaping and constructing an entrance. The Right-of-Way Design Plot Plan, attached as a page 5 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
15. Buyer agrees to construct a joint entrance at Sta. 314+63.9 will be restored to its original condition and comply with current North Liberty Ordinances.  
  
It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.
16. It is understood and agreed that, in addition to the total lump sum on page 1 of this Agreement, Buyer agrees to pay Seller the actual and reasonable costs, based on paid itemized receipts, for connection to city water service. It is further understood that Seller shall not incur costs for city inspection and water connection permits, or any well abandonment permits. It is understood that Seller is responsible for all future maintenance or replacement of water lines on personal property. In addition, the well will not be shut off until both Parcels 12 and 13 are verifiably on City water.

17. It is understood and agreed that the Seller will not be without water during the changeover from well to City for longer than a 12 hour period.

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

X  X  
 Andrea L. Ruba  
 1624 Opie Avenue NE  
 Solon, IA 52333

**This section to be completed by a Notary Public.**

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> } COUNTY OF <u>Johnson</u> } ss: On this <u>9th</u> day of <u>August</u> A.D. <u>2018</u>  before me, the undersigned, a notary public in and for said state, personally appeared <u>Andrea L. Ruba</u> <input checked="" type="checkbox"/> to me personally known; or <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  <u></u> (Sign in ink) <u>Jessica M. Tomash</u> (Print/type name)  Notary Public in and for the State of <u>Iowa</u>  My commission expires <u>03/08/2011</u> (NOTARIAL SEAL)	<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE Title(s) of Corporate Officer(s):  <input type="checkbox"/> Corporate Seal is affixed <input type="checkbox"/> No Corporate Seal procured <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s) <input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s) <input type="checkbox"/> Other:  <b>SIGNER IS REPRESENTING:</b> List name(s) of entity(ies) or person(s)    



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

X   
 \_\_\_\_\_  
 Bartel Irvin Ruba  
 1760 W Forevergreen Rd.  
 North Liberty, IA 52317

**This section to be completed by a Notary Public.**

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> } COUNTY OF <u>Johnson</u> } ss: On this <u>5th</u> day of <u>August</u> A.D. 2018 before me, the undersigned, a notary public in and for said state, personally appeared <u>Bartel Irvin Ruba</u> <input checked="" type="checkbox"/> to me personally known; or <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  <u>Charles A. Meador</u> (Sign in ink) <u>Charles A. Meador</u> (Print/type name) Notary Public in and for the State of <u>Iowa</u> My commission expires <u>9/2019</u> (NOTARIAL SEAL)	<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE Title(s) of Corporate Officer(s): _____  <input type="checkbox"/> Corporate Seal is affixed <input type="checkbox"/> No Corporate Seal procured <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s) <input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s) <input type="checkbox"/> Other: _____  <b>SIGNER IS REPRESENTING:</b> <i>List name(s) of entity(ies) or person(s)</i>

BUYER'S APPROVAL	
Recommended by (Sign in ink): X _____	(Date) <u>8-14-2018</u>
(Printed Name): _____	Project Agent Scott Henning
Approved by (Sign in ink): X _____	(Date) _____
(Printed Name): _____	Terry Donahue

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

IOWA DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT  
PLOT PLAN

523801016\row\52380344.sed 12

PARCEL NO.: 12

OWNER: BARTEL IRVIN RUBA


SECTION: 23 T 80 N-R 07 W.


SCALE: 1" = 100'

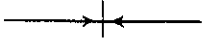
CITY OF NORTH LIBERTY

LOT 1, FOREVERGREEN SUB.

LEGEND

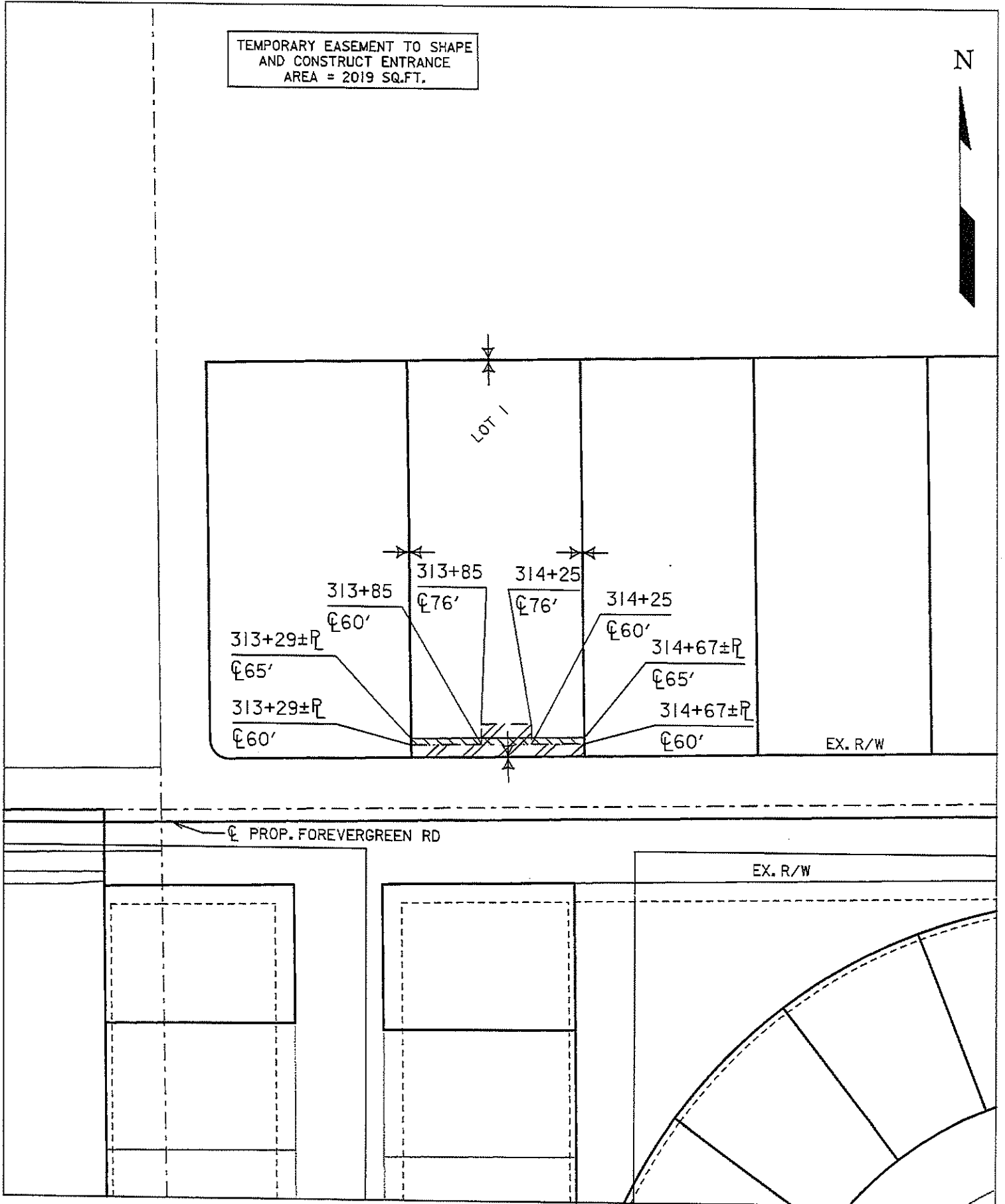
W.D. OR EASEMENT LINE: 

ACCESS LOCATION POINT: 

PROPERTY LINE: 

TEMPORARY EASEMENT TO SHAPE  
AND CONSTRUCT ENTRANCE  
AREA = 2019 SQ.FT.

N



COUNTY: JOHNSON

PROJECT NO.: IMN-380-6(344)2--0E-52



**Resolution No. 2018-118**

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

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

**WHEREAS**, the City Council has been presented with a Purchase Agreement with Bartel Irvin Ruba and Andrea L. Ruba for the acquisition of property for the Forevergreen Road Project; and

**WHEREAS**, the property will be purchased for \$15,000.00 by the Iowa DOT as a part of the project.

**NOW, THEREFORE, BE IT RESOLVED** that that the Purchase Agreement for the Forevergreen Road Project is authorized and approved.

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

**APPROVED AND ADOPTED** this 28th day of August, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

**ADMINISTRATIVE SETTLEMENT DETERMINATION**

Parcel Number: 13 County: Johnson  
 Project Number: IMN-380-6(344)—0E-52 Negotiator: Dwayne Myers  
 Name: Thomas & Carol Dornbush

Offer to Purchase	\$1,400.00	Proposed Settlement	\$10,000.00	Variance	\$8,600.00
				%	614.29
APPRAISALS:					
Appraiser	Date	Before	After	Acquisition	Add'l by Negotiator (Fence, etc) Office to Purchase
1. Daniel Dvorak	8/11/17			\$1,400.00	\$1,400.00
2.				\$0.00	\$0.00

**REASONS FOR SETTLEMENT:** (check those applicable)

- The variance is based upon detailed estimates from outside sources (**cc's attached**).
- The variance is substantial. Settlement is justified as follows:
  - 1. The settlement is within the approved range as shown in the Acquisition Manual.
  - 2. Items of damage not considered in approved appraisal.
  - 3. Appraisal adjusted for time in accord with instruction from reviewer.
  - 4. Recent experience in eminent domain actions.
  - 5. All available appraisals (including landowner's.)
  - 6. Difference of opinion as to highest and best use.
  - 7. Extremely complex valuation problem.
  - 8. Estimate of condemnation cost considered in conjunction with above items.
  - 9. Other

**DETAILED EXPLANATION OF ALL ITEMS CHECKED:**

The subject property is located at 1720 W. Forevergreen Rd, North Liberty, IA. Its approximately 1 mile east of I-380 and 2 miles North of I-80. Subject consists of a 1 acre lot improved with a single-family home.

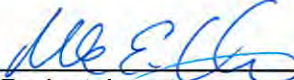
The proposed acquisition consists of 689 Sq. Ft. of permanent Easement for Utility purposes across the front yard. A Temporary Easement (1,939 sq. ft.) is also needed to construct a joint entrance and for shaping.

The appraisal didn't consider the well being within the acquisition area. As part of this project, the houses along Forevergreen road are being required to be on City water. The proposed settlement is compensation for the well. The cost of condemnation is also a large factor in the settlement.

This settlement is being made in the best interest of the public

**Submitted By:**

  
 Acquisition Agent 8-14-18  
 Dwayne Myers Date

  
 Project Agent 8-14-18  
 Mark E. Holm Date

**Approved By:**

\_\_\_\_\_  
 City of North Liberty Approval Date  
 Ryan Heiar

\_\_\_\_\_



Return to and Prepared by

Form 634029 (03-17)

### PURCHASE AGREEMENT

Parcel Number: 13 County: Johnson

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

Seller: Thomas L. Dornbush and Carol A. Dornbush, husband and wife

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between, Seller and \_\_\_\_\_, acting for \_\_\_\_\_, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: Part of Lot 2 in Forevergreen Subdivision, in the City of North Liberty, in the County of Johnson, State of Iowa, and more particularly described on page 6 including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below:

Payment Amount	Agreed Performance	Date of Performance
\$10,000.00	On conveyance of title	60 days after Buyer approval
\$0.00	On surrender of possession	Immediate
	On possession and conveyance	
<b>\$10,000.00</b>	<b>Total Lump-Sum Amount</b>	

Breakdown	Ac/Sq. Ft.				
Land by fee title	N/A		Fence	N/A	rods woven
Underlying fee title	N/A		Fence	N/A	rods barbed
Permanent easement to Utilities of Record for utility purposes	689	sq. ft.			

3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 319-626-5700.
4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title.
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to Iowa Department of Transportation an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except a Well.
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
14. The Sellers grant to the Buyer temporary easement for the purpose of shaping and constructing an entrance. The Right-of-Way Design Plot Plan, attached as a page 5 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
15. Buyer agrees to construct a joint entrance at Sta. 314+63.9 will be restored to its original condition and comply with current North Liberty Ordinances.  
  
It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.
16. It is understood and agreed that, in addition to the total lump sum on page 1 of this Agreement, Buyer agrees to pay Seller the actual and reasonable costs, based on paid itemized receipts, for connection to city water service. It is further understood that Seller shall not incur costs for city inspection and water connection permits, or any well abandonment permits. It is understood that Seller is responsible for all future maintenance or replacement of water lines on personal property. In addition, the well will not be shut off until both Parcels 12 and 13 are verifiably on City water.

17. It is understood and agreed that the Seller will not be without water during the changeover from well to City for longer than a 12 hour period.

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

x Thomas L. Dornbush

Thomas L. Dornbush  
1720 W Forevergreen Rd.  
North Liberty, IA 52317

x Carol A. Dornbush

Carol A. Dornbush

**This section to be completed by a Notary Public.**

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
<p>STATE OF <u>Iowa</u> }</p> <p>COUNTY OF <u>Johnson</u> } ss:</p> <p>On this <u>5<sup>th</sup></u> day of <u>August</u> A.D. <u>2018</u></p> <p>before me, the undersigned, a notary public in and for said state, personally appeared <u>Thomas L. Dornbush and Carol A. Dornbush</u></p> <p><input checked="" type="checkbox"/> to me personally known; or</p> <p><input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p><u>Charles A. Meador</u> (Sign in ink)</p> <p><u>Charles A. Meador</u> (Print/type name)</p> <p>Notary Public in and for the State of <u>Iowa</u></p> <p>My commission expires <u>11/20/2018</u></p> <p>(NOTARIAL SEAL)</p>	<p><input checked="" type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE</p> <p>Title(s) of Corporate Officer(s): _____</p> <p><input type="checkbox"/> Corporate Seal is affixed</p> <p><input type="checkbox"/> No Corporate Seal procured</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s)</p> <p><input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s)</p> <p><input type="checkbox"/> Other: _____</p> <p><b>SIGNER IS REPRESENTING:</b> List name(s) of entity(ies) or person(s)</p>

BUYER'S APPROVAL	
<p>Recommended by (Sign in ink): X <u>Scott Henning</u></p>	<p>(Date) <u>8-14-2018</u></p>
<p>(Printed Name): <u>Project Agent Scott Henning</u></p>	
<p>Approved by (Sign in ink): X _____</p>	
<p>(Printed Name): <u>Terry Donahue</u></p>	
BUYER'S ACKNOWLEDGEMENT	
<p>STATE OF IOWA }</p>	
<p>COUNTY OF JOHNSON } ss:</p>	
<p>On this _____ day of _____, before me, the undersigned, personally appeared <u>Terry Donahue</u> known to me to be Mayor of the City of North Liberty and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said Terry Donahue acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.</p> <p>(NOTARIAL SEAL) <u>Notary Public in and for the State of Iowa</u></p>	

IOWA DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT  
PLOT PLAN

5238001016\row\52380344.sed 13

PARCEL NO.: 13


OWNER: THOMAS L. DORNBUSH & CAROL A. DORNBUSH


SECTION: 23 T 80 N-R 07 W.

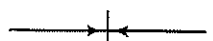
SCALE: 1" = 100'

CITY OF NORTH LIBERTY  
LOT 2, FOREVERGREEN SUB.

LEGEND

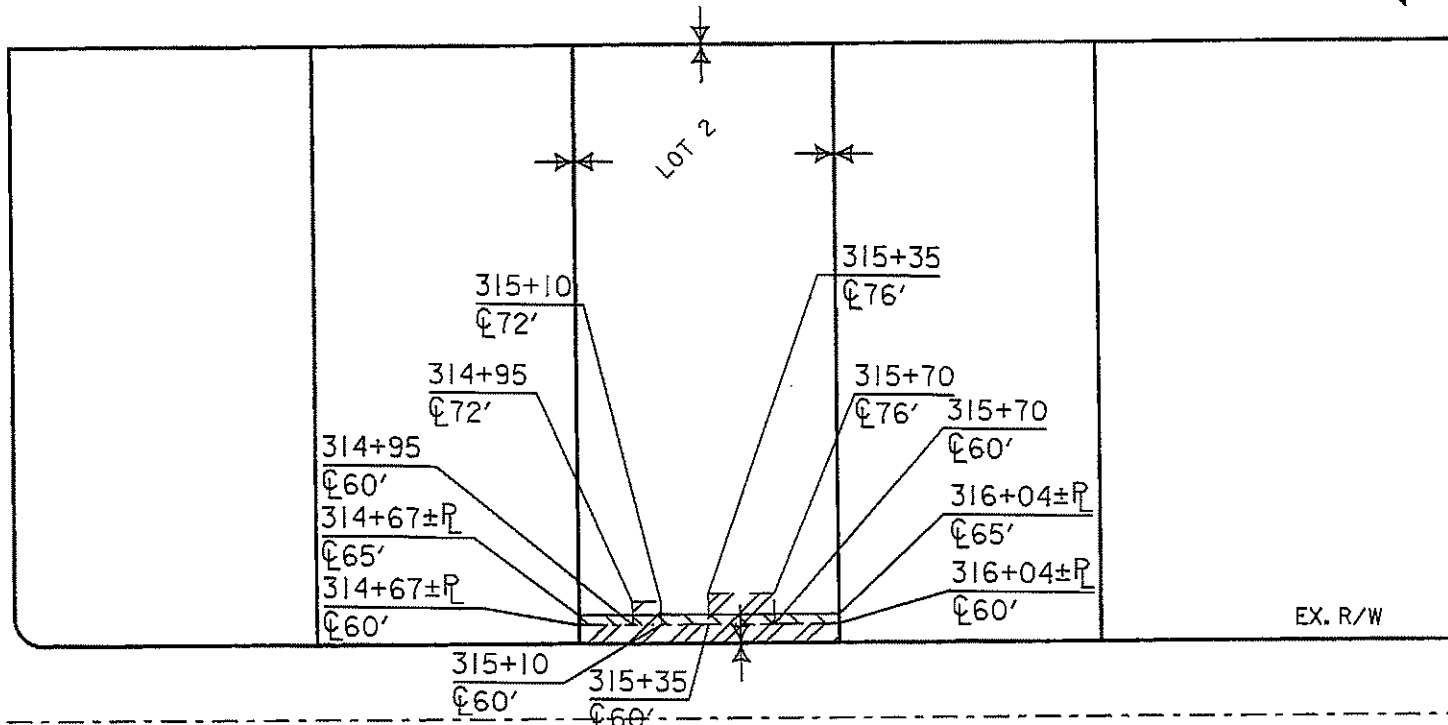
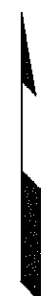
W.D. OR EASEMENT LINE: 

ACCESS LOCATION POINT: 

PROPERTY LINE: 

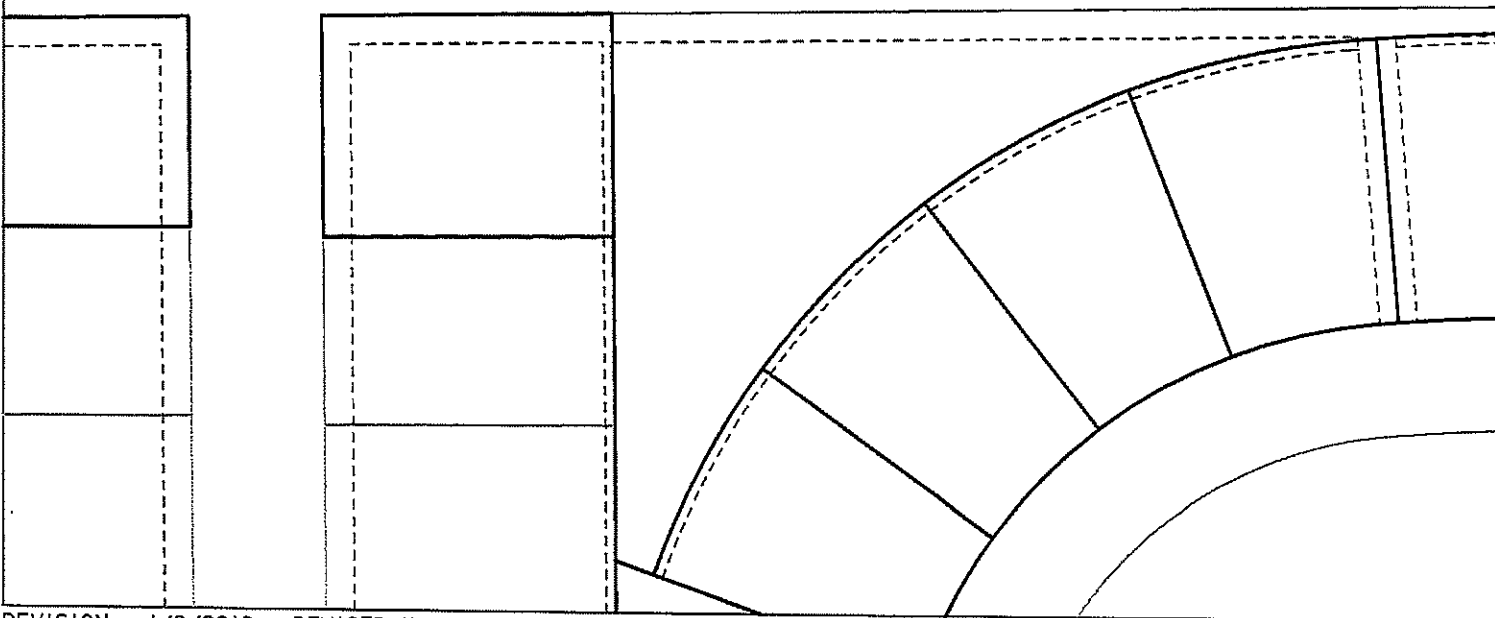
TEMPORARY EASEMENT FOR SHAPE  
AND CONSTRUCT ENTRANCE  
AREA = 2127 SQ.FT.

N



PROP. FOREVERGREEN RD

EX. R/W



REVISION - 1/2/2018 - REVISED T.E.

COUNTY: JOHNSON

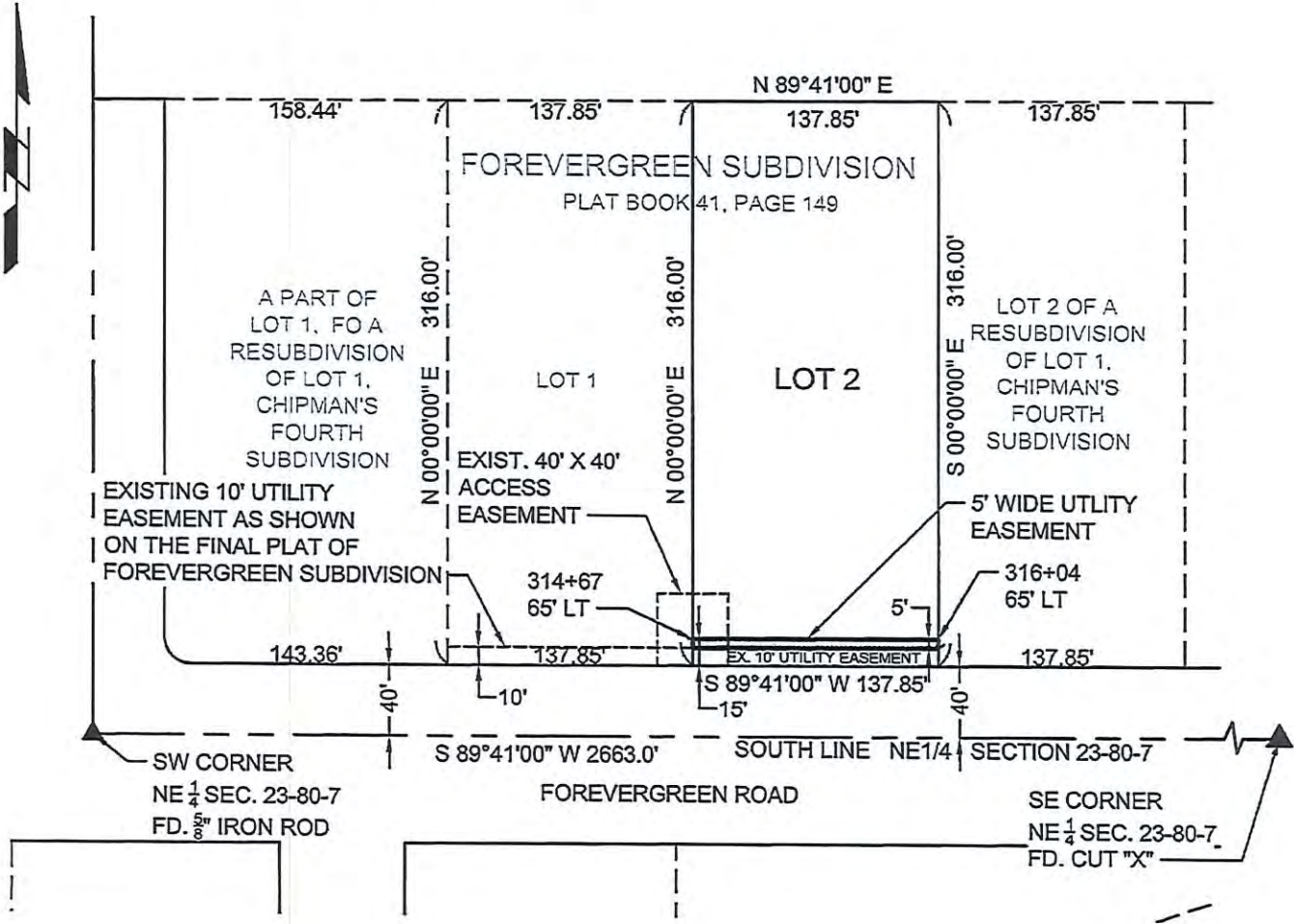
PROJECT NO.: IMN-380-6(344)2--OE-52

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY JOHNSON STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. IMN-380-6(344)2-OE-52 PARCEL NO. 13  
 SECTION 23 TOWNSHIP 80 NORTH RANGE 7 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 689 square feet\* AC-EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_

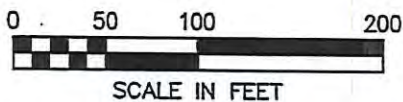
ACQUIRED FROM \_\_\_\_\_

\* ACQUIRED IN THE NAME OF UTILITIES OF RECORD.



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

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



DATE DRAWN APRIL 26, 2017

SCALE 1" = 100'

**Resolution No. 2018-119**

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

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

**WHEREAS**, the City Council has been presented with a Purchase Agreement with Thomas L. Dornbush and Carol A. Dornbush for the acquisition of property for the Forevergreen Road Project; and

**WHEREAS**, the property will be purchased for \$10,000.00 by the Iowa DOT as a part of the project.

**NOW, THEREFORE, BE IT RESOLVED** that that the Purchase Agreement for the Forevergreen Road Project is authorized and approved.

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

**APPROVED AND ADOPTED** this 28th day of August, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



### PURCHASE AGREEMENT

Parcel Number: 17 County: Johnson

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

Seller: Brian Patrick Wayson and Sheila Margaret Wayson, husband and wife

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 by and between, Seller and \_\_\_\_\_, acting for \_\_\_\_\_,  
 Buyer.

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: Part of Lot 2 of Chipman's Fourth Subdivision, in the City of North Liberty, in the County of Johnson, State of Iowa, and more particularly described on page 5 including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below:

Payment Amount	Agreed Performance	Date of Performance
\$5,300.00	On conveyance of title	60 days after Buyer approval
\$0.00	On surrender of possession	Immediate
	On possession and conveyance	
<b>\$5,300.00</b>	<b>Total Lump-Sum Amount</b>	

Breakdown	Ac/Sq. Ft.	
Land by fee title	N/A	Fence N/A rods woven
Underlying fee title	N/A	Fence N/A rods barbed
Permanent easement to Utilities of Record for utility purposes	2,070	sq. ft.



3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 319-626-5700.
4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title.
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver an abstract of title to the premises to: Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except (none).
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
14. The Sellers grant to the Buyer temporary easement for the purpose of shaping and constructing an entrance. The Right-of-Way Design Plot Plan, attached as a page 4 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
15. Buyer agrees to construct a type "C" entrance at Sta. 323+21.8  
  
It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.
16. It is understood and agreed by Buyer and Seller that if a portion of the legally constructed septic leech bed, or system, is damaged or destroyed by the construction of this highway improvement project, that portion shall be repaired or replaced at no expense to the Seller.
17. It is agreed that drain tile lines that outlet within the proposed acquisition will not be plugged during construction and will drain as they presently do after the completion of this highway project, provided that said lines meet all legal standards.

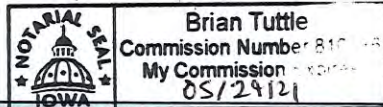
**Seller's signature and claimant's certification:** Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

X Brian Patrick Wayson  
 Brian Patrick Wayson  
 1550 W Forevergreen Rd.  
 North Liberty, IA 52317

X Sheila Margaret Wayson  
 Sheila Margaret Wayson

**This section to be completed by a Notary Public.**

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>IOWA</u> } COUNTY OF <u>JOHNSON</u> } ss: On this <u>18<sup>th</sup></u> day of <u>August</u> A.D. <u>2018</u> before me, the undersigned, a notary public in and for said state, personally appeared <u>Brian Wayson and Sheila Wayson</u> <input type="checkbox"/> to me personally known; or <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. <u>Brian Tuttle</u> (Sign in ink) <u>Brian Tuttle</u> (Print/type name) Notary Public in and for the State of <u>Iowa</u> My commission expires <u>05/29/21</u> (NOTARIAL SEAL)	<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE Title(s) of Corporate Officer(s):  <input type="checkbox"/> Corporate Seal is affixed <input type="checkbox"/> No Corporate Seal procured <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s) <input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s) <input type="checkbox"/> Other:  <b>SIGNER IS REPRESENTING:</b> <small>List name(s) of entity(ies) or person(s)</small>



Recommended by  
 (Sign in ink): X Scott Henning (Date) 8-23-2018  
 Project Agent  
 (Printed Name): Scott Henning

Approved by  
 (Sign in ink): X \_\_\_\_\_ (Date) \_\_\_\_\_  
 (Printed Name): Terry Donahue

**BUYER'S ACKNOWLEDGEMENT**

STATE OF IOWA }  
 COUNTY OF JOHNSON } ss:  
 On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, personally appeared Terry Donahue known to me to be Mayor of the City of North Liberty and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said Terry Donahue acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

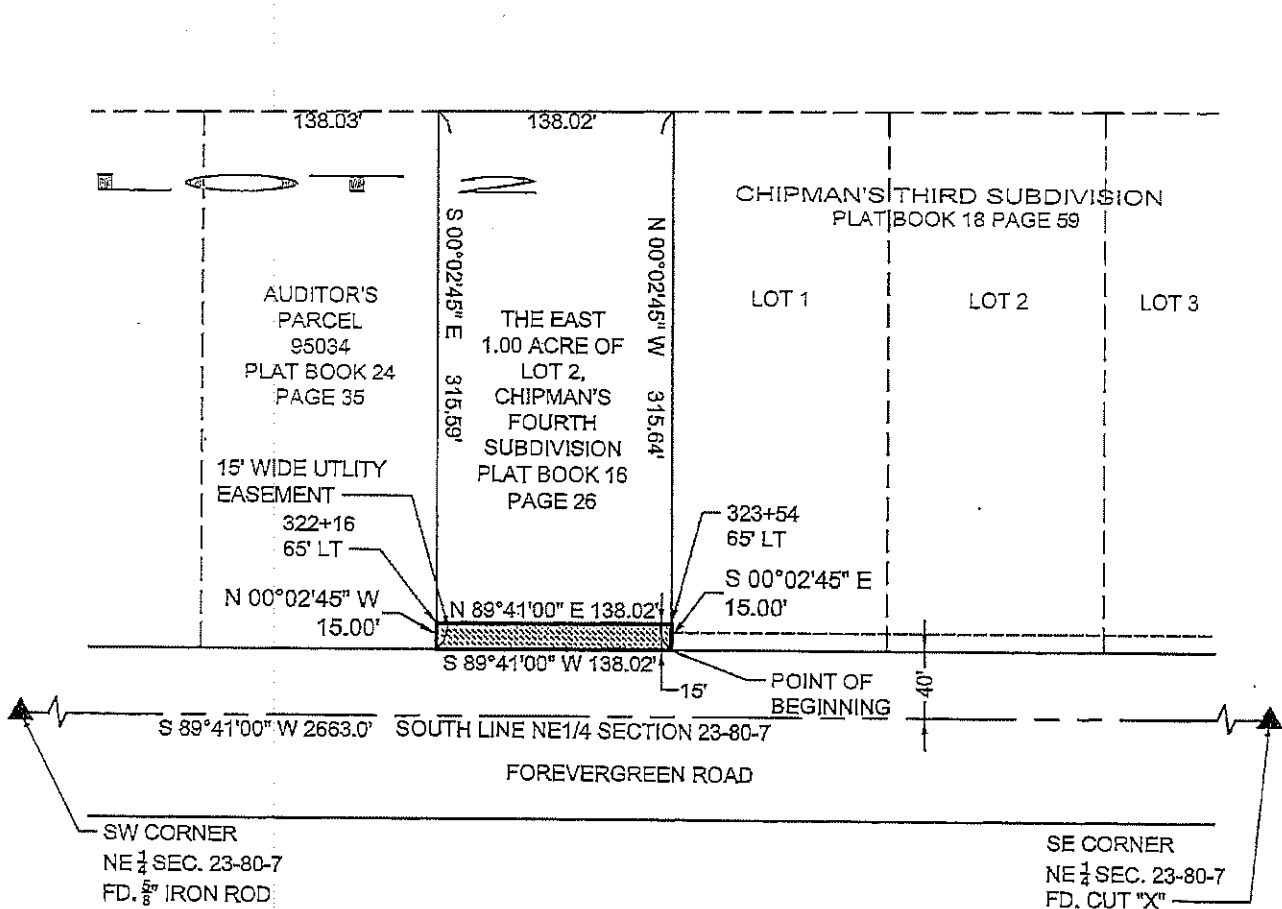
(NOTARIAL SEAL) Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY JOHNSON STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. IMN-380-6(344)2-OE-52 PARCEL NO. 17  
 SECTION 23 TOWNSHIP 80 NORTH RANGE 7 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 2070 square feet\* AC-EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_

ACQUIRED FROM \_\_\_\_\_

\* ACQUIRED IN THE NAME OF UTILITIES OF RECORD.



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

PROFESSIONAL LAND SURVEYOR

JONATHON BAILEY

12531

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: [Signature]

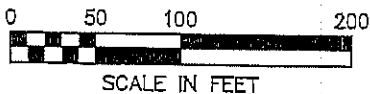
NAME: JONATHON BAILEY

DATE: 5/10/17 LICENSE NUMBER: 12531

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: \_\_\_\_\_

THIS SHEET \_\_\_\_\_



DATE DRAWN APRIL 27, 2017

SCALE 1" = 100'

**Resolution No. 2018-120**

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

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

**WHEREAS**, the City Council has been presented with a Purchase Agreement with Brian Patrick Wayson and Sheila Margaret Wayson for the acquisition of property for the Forevergreen Road Project; and

**WHEREAS**, the property will be purchased for \$5,300.00 by the Iowa DOT as a part of the project.

**NOW, THEREFORE, BE IT RESOLVED** that that the Purchase Agreement for the Forevergreen Road Project is authorized and approved.

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

**APPROVED AND ADOPTED** this 28th day of August, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

### PURCHASE AGREEMENT

Parcel Number: 18 County: Johnson  
 Project Number: IMN-380-6(344)2--0E-52 Route Number: 380  
 Seller: Arthur C. Chipman and Colleen F. Chipman, husband and wife

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

- The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: Part of Lot 1, part of Lot 2, and parts of Lot 4 in Chipman's Third Subdivision, in the City of North Liberty, in the County of Johnson, State of Iowa, and more particularly described on pages 5-7 including the following buildings, improvements and other property:  
 All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.
- The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below:

Payment Amount	Agreed Performance	Date of Performance
\$18,380.00	On conveyance of title	60 days after Buyer approval
\$0.00	On surrender of possession	Immediate
	On possession and conveyance	
<b>\$18,380.00</b>	<b>Total Lump-Sum Amount</b>	
Breakdown		Ac/Sq. Ft.
Land by fee title	N/A	Fence N/A rods woven
Underlying fee title	N/A	Fence N/A rods barbed
Permanent easement to the City of North Liberty for storm sewer system	1065	sq. ft.
Permanent easement to Utilities of Record for utility purposes	1896	sq. ft.

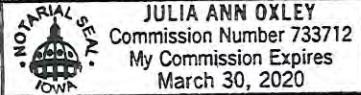
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 319-626-5700.
4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title.
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010 an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except (none).
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
14. The Sellers grant to the Buyer temporary easements for the purpose of shaping and constructing an entrance. The Right-of-Way Design Plot Plan, attached as a page 4 of this agreement, graphically illustrates the proposed temporary easement areas being granted. The temporary easements shall terminate on completion of this highway project.
15. Buyer agrees to construct a type "C" entrance at Sta. 325+22.  
  
It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.
16. It is agreed that drain tile lines that outlet within the proposed acquisition will not be plugged during construction and will drain as they presently do after the completion of this highway project, provided that said lines meet all legal standards.

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

x Arthur C. Chipman  
 Arthur C. Chipman  
 1490 W Forevergreen Rd.  
 North Liberty, IA 52317

x Coleen F. Chipman  
~~Coleen F. Chipman~~  
 Coleen

**This section to be completed by a Notary Public.**

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> } COUNTY OF <u>Johnson</u> } ss: On this <u>23</u> day of <u>August</u> A.D. <u>2018</u> before me, the undersigned, a notary public in and for said state, personally appeared <u>Arthur Chipman; Coleen Chipman</u> <input checked="" type="checkbox"/> to me personally known; or <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  <u>Julia Ann Oxley</u> (Sign in ink) <u>Julia Ann Oxley</u> (Print/type name)  Notary Public in and for the State of <u>Iowa</u> My commission expires <u>March, 30, 2020</u> (NOTARIAL SEAL)	<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE Title(s) of Corporate Officer(s): _____  <input type="checkbox"/> Corporate Seal is affixed <input type="checkbox"/> No Corporate Seal procured <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s) <input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s) <input type="checkbox"/> Other: _____
	<b>SIGNER IS REPRESENTING:</b> <i>List name(s) of entity(ies) or person(s)</i>

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

IOWA DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT  
PLOT PLAN

52380010161row\52380344.dwg 18

PARCEL NO.: 18

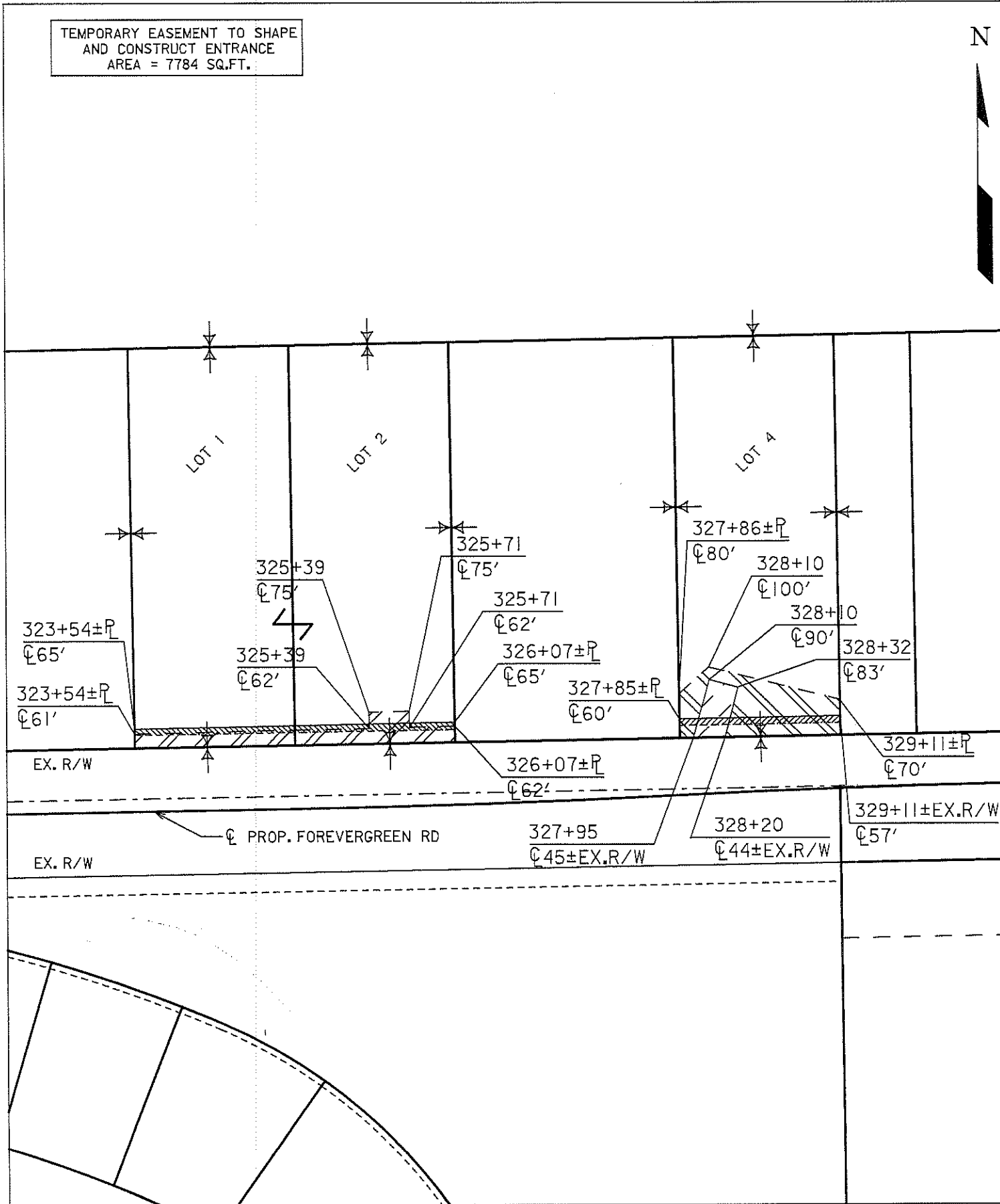
OWNER: ARTHUR C CHIPMAN & COLLEEN F CHIPMAN

SECTION: 23 T 80 N-R 07 W.

SCALE: 1" = 100'

LEGEND	
W.D. OR EASEMENT LINE:	
ACCESS LOCATION POINT:	
PROPERTY LINE:	

CITY OF NORTH LIBERTY  
LOTS 1, 2 & 3, CHIPMAN'S 3RD SUBDIVISION



COUNTY: JOHNSON

PROJECT NO.: IMN-380-6(344)2--0E-52

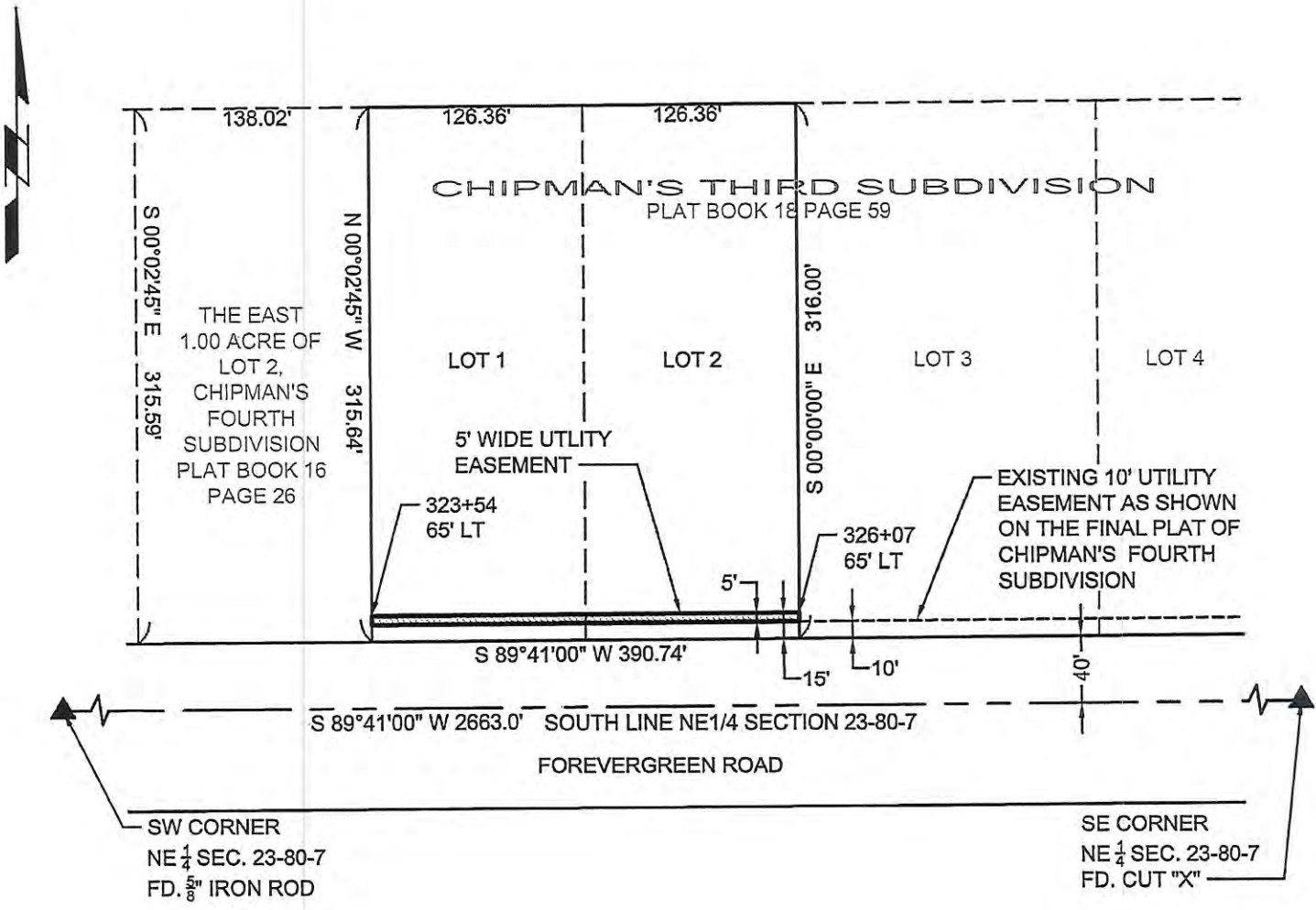


IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY JOHNSON STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. IMN-380-6(344)2-OE-52 PARCEL NO. 18  
 SECTION 23 TOWNSHIP 80 NORTH RANGE 7 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 1264 square feet\* AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_

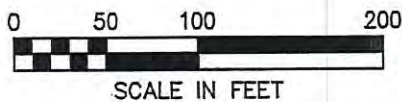
ACQUIRED FROM \_\_\_\_\_

\* ACQUIRED IN THE NAME OF UTILITIES OF RECORD.



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

	<p>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>SIGNATURE: <u><i>Jonathon Bailey</i></u>                  NAME: <u>JONATHON BAILEY</u>                  DATE: <u>5/17/17</u> LICENSE NUMBER: <u>12531</u>                  MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018                  PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____                  THIS SHEET _____</p>
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DATE DRAWN APRIL 27, 2017

SCALE 1" = 100'

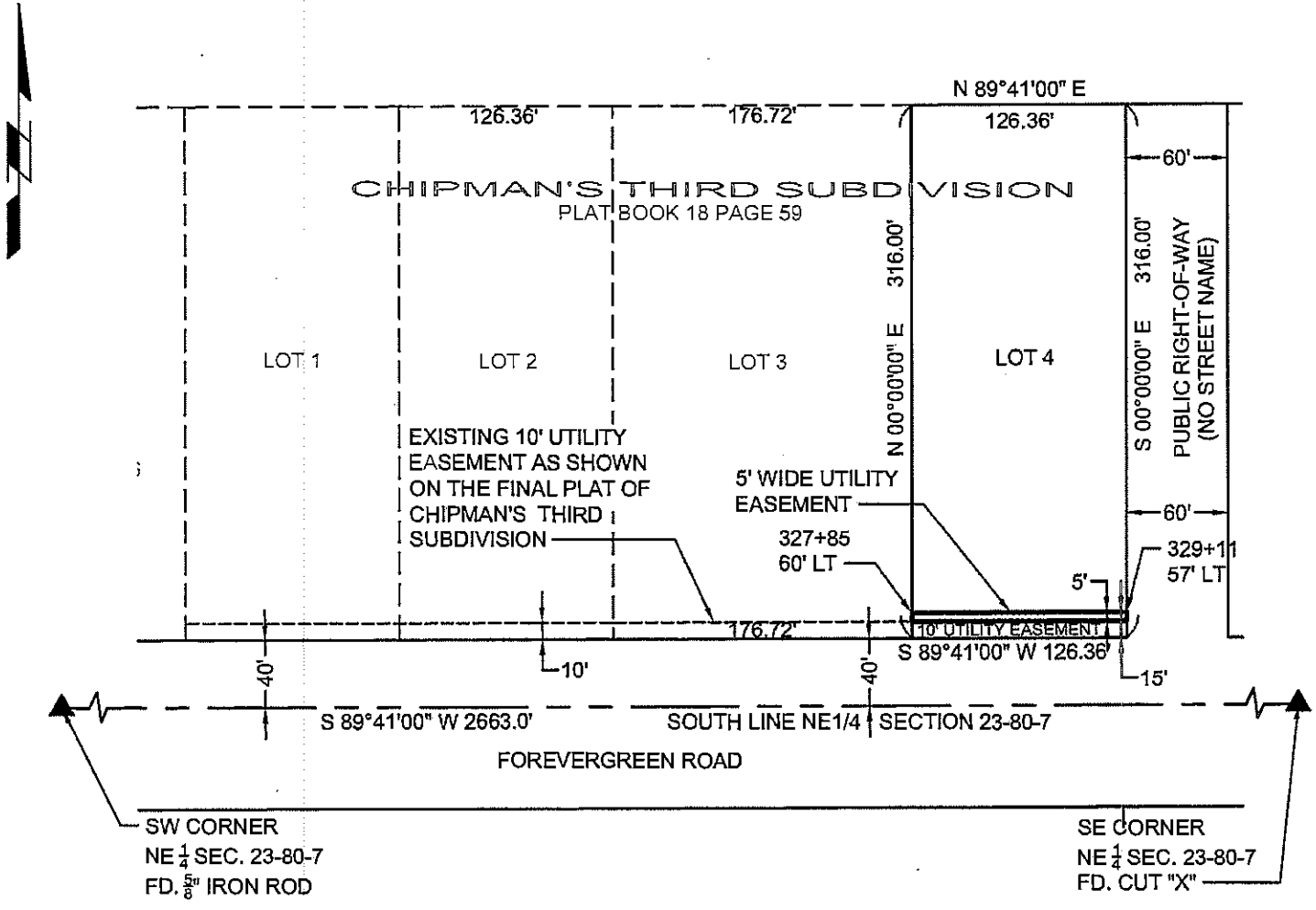
5 of 7

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY JOHNSON STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. IMN-380-6(344)2-OE-52 PARCEL NO. 18  
 SECTION 23 TOWNSHIP 80 NORTH RANGE 7 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 632 square feet\* AC-EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_

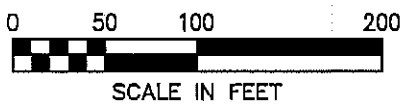
ACQUIRED FROM \_\_\_\_\_

\* ACQUIRED IN THE NAME OF UTILITIES OF RECORD.



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<p>PROFESSIONAL LAND SURVEYOR JONATHON BAILEY 12531 IOWA</p>	<p>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>SIGNATURE: <u><i>Jonathon Bailey</i></u>              NAME: <u>JONATHON BAILEY</u>              DATE: <u>5/10/17</u> LICENSE NUMBER: <u>12531</u>              MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018              PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____              THIS SHEET _____</p>
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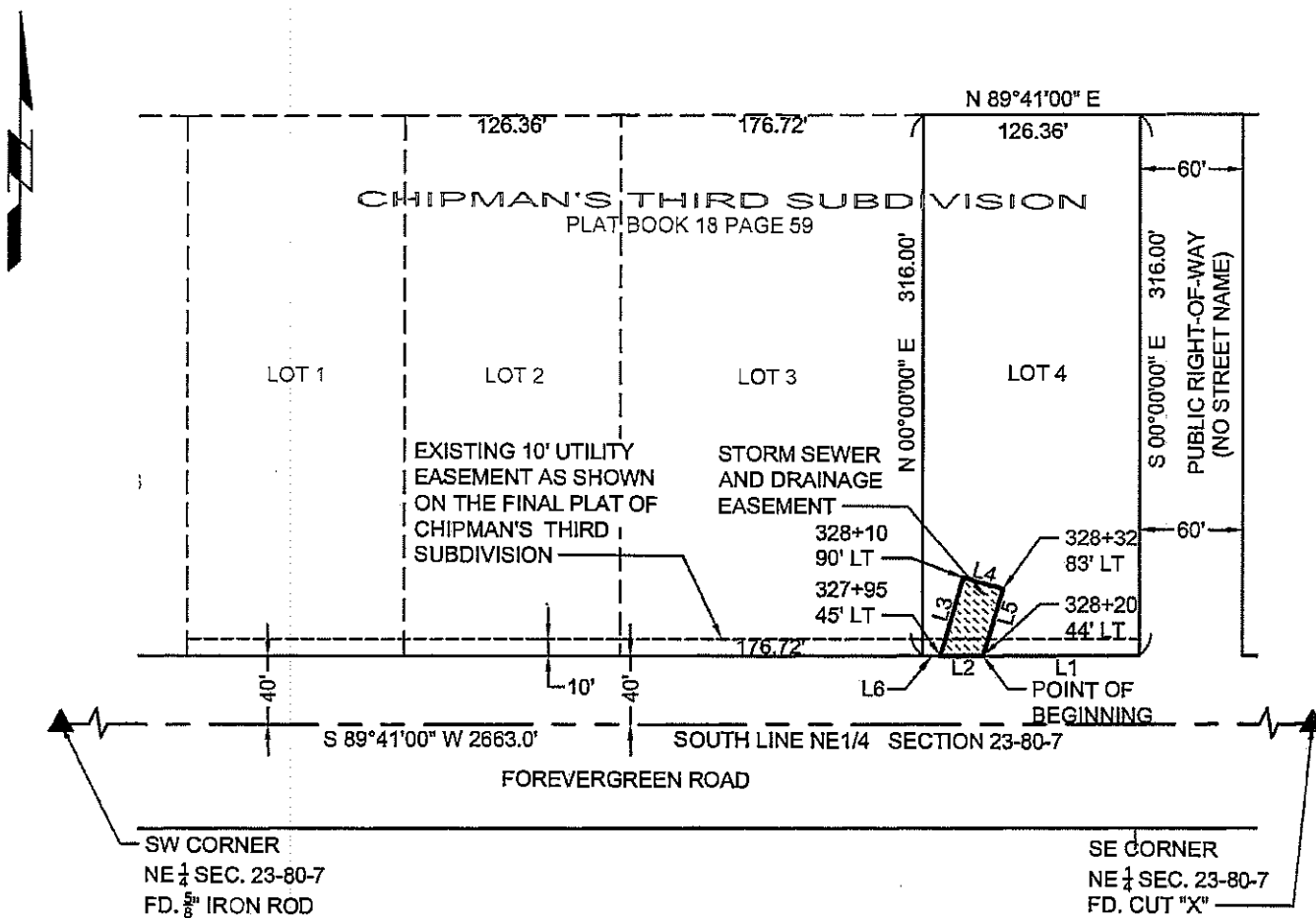
DATE DRAWN APRIL 29, 2017 SCALE 1" = 100'

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "C"

COUNTY JOHNSON STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. IMN-380-6(344)2-OE-52 PARCEL NO. 18  
 SECTION 23 TOWNSHIP 80 NORTH RANGE 7 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 1065 square feet\* AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_

ACQUIRED FROM \_\_\_\_\_

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

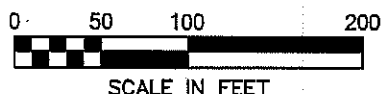


LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S 89°41'00" W	90.83'	L5	S 16°17'09" W	40.80'
L2	S 89°41'00" W	25.04'	L6	S 89°41'00" W	10.49'
L3	N 16°17'09" E	47.95'			
L4	S 73°42'51" E	24.00'			

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I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: [Signature]  
 NAME: JONATHON BAILEY  
 DATE: 5/25/17 LICENSE NUMBER: 12531  
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018  
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: \_\_\_\_\_  
 THIS SHEET \_\_\_\_\_



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

7 of 7

**Resolution No. 2018-121**

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

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

**WHEREAS**, the City Council has been presented with a Purchase Agreement with Arthur C. Chipman and Coleen F. Chipman for the acquisition of property for the Forevergreen Road Project; and

**WHEREAS**, the property will be purchased for \$18,380.00 by the Iowa DOT as a part of the project.

**NOW, THEREFORE, BE IT RESOLVED** that that the Purchase Agreement for the Forevergreen Road Project is authorized and approved.

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

**APPROVED AND ADOPTED** this 28th day of August, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

Return to and Prepared by Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010, 515-239-1216

Form 634029 (03-17)

### PURCHASE AGREEMENT

Parcel Number: 19 County: Johnson  
 Project Number: IMN-380-6(344)2--0E-52 Route Number: 380  
 Seller: Julia Oxley and Nicholas Oxley, wife and husband

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 by and between, Seller and \_\_\_\_\_, acting for \_\_\_\_\_,  
 Buyer.

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: Part of Lot 3 of Chipman's Third Subdivision, in the City of North Liberty, in the County of Johnson, State of Iowa, and more particularly described on page 5 including the following buildings, improvements and other property:  
 All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.
2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below:

Payment Amount	Agreed Performance	Date of Performance
\$3,970.00	On conveyance of title	60 days after Buyer approval
\$0.00	On surrender of possession	Immediate
	On possession and conveyance	
<b>\$3,970.00</b>	<b>Total Lump-Sum Amount</b>	

Breakdown	Ac/Sq. Ft.				
Land by fee title	N/A		Fence	N/A	rods woven
Underlying fee title	N/A		Fence	N/A	rods barbed
Permanent easement to Utilities of Record for utility purposes	884	sq. ft.			

3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 319-626-5700.
4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title.
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010 an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except (none).
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
14. The Sellers grant to the Buyer temporary easement for the purpose of shaping and constructing an entrance. The Right-of-Way Design Plot Plan, attached as a page 4 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
15. Buyer agrees to construct a type "C" entrance at Sta. 327+30.9

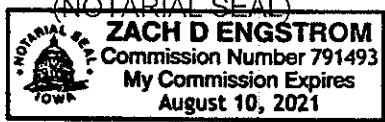
It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.

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

x Julia Oxley  
 Julia Oxley  
 1420 W Forevergreen Rd.  
 North Liberty, IA 52317

x Nicholas Oxley  
 Nicholas Oxley

**This section to be completed by a Notary Public.**

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> } COUNTY OF <u>Johnson</u> } ss: On this <u>23<sup>rd</sup></u> day of <u>August</u> A.D. <u>2018</u> before me, the undersigned, a notary public in and for said state, personally appeared <u>Julia Oxley and Nicholas Oxley</u> <input type="checkbox"/> to me personally known; or <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. <u>Zach D. Engstrom</u> (Sign in ink) <u>Zach D. Engstrom</u> (Print/type name) Notary Public in and for the State of <u>Iowa</u> My commission expires <u>August 10, 2021</u> (NOTARIAL SEAL) 	<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE Title(s) of Corporate Officer(s): _____ <input type="checkbox"/> Corporate Seal is affixed <input type="checkbox"/> No Corporate Seal procured <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s) <input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s) <input type="checkbox"/> Other: _____ <b>SIGNER IS REPRESENTING:</b> <small>List name(s) of entity(ies) or person(s)</small>

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

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

IOWA DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT  
PLOT PLAN

5238001016\row\52380344.sed 19

PARCEL NO.: 19

OWNER: JULIA OXLEY & NICHOLAS OXLEY

SECTION: 23 T 80 N-R 07 W.

SCALE: 1" = 100'

LEGEND

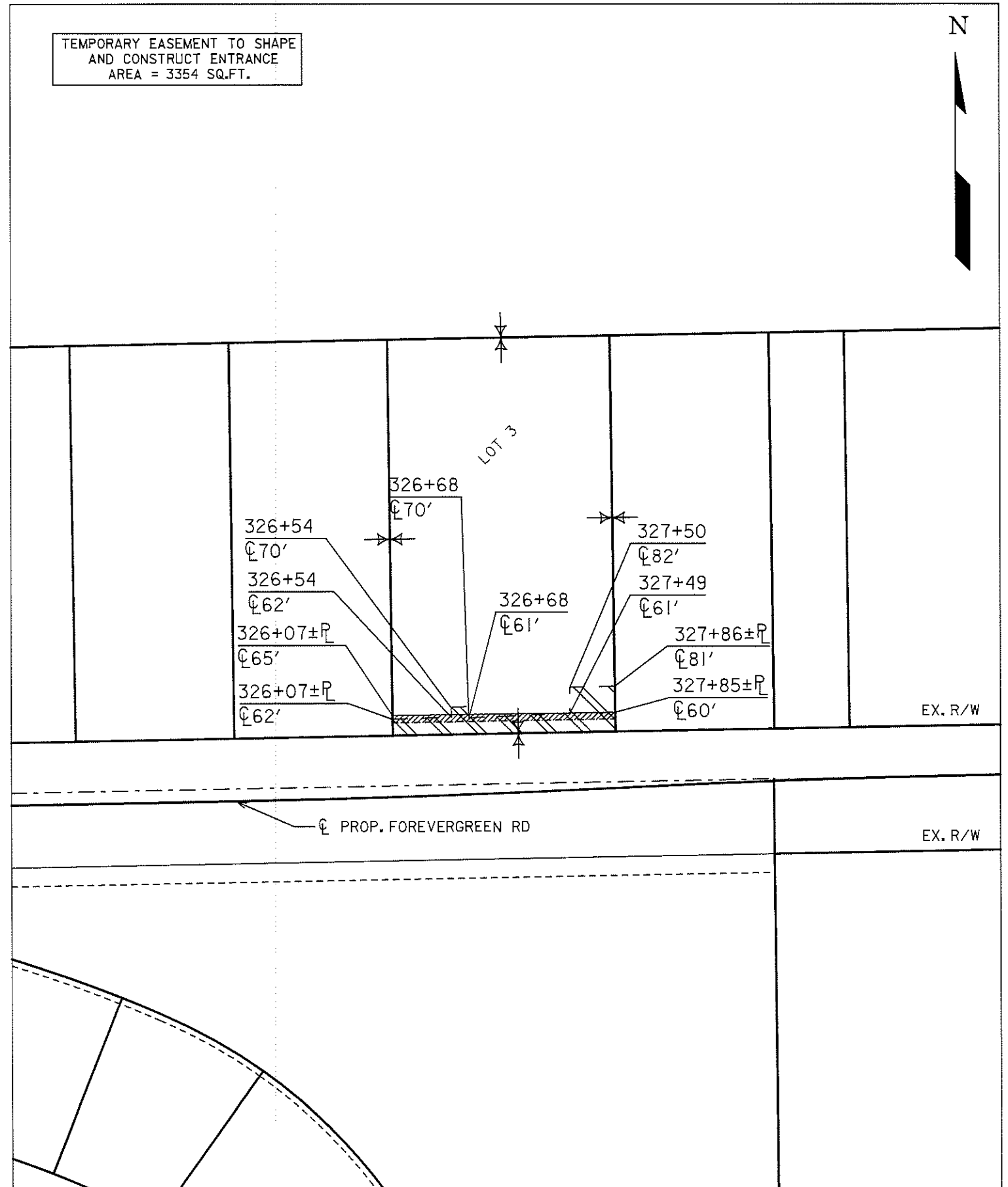
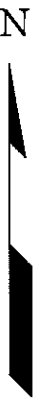
W.D. OR EASEMENT LINE:

ACCESS LOCATION POINT:

PROPERTY LINE:

CITY OF NORTH LIBERTY  
LOT 3, CHIPMAN'S 3RD SUBDIVISION

TEMPORARY EASEMENT TO SHAPE  
AND CONSTRUCT ENTRANCE  
AREA = 3354 SQ.FT.



REVISION - 1/2/2018 - REVISED T.E.

COUNTY: JOHNSON

PROJECT NO.: IMN-380-6(344)2--0E-52

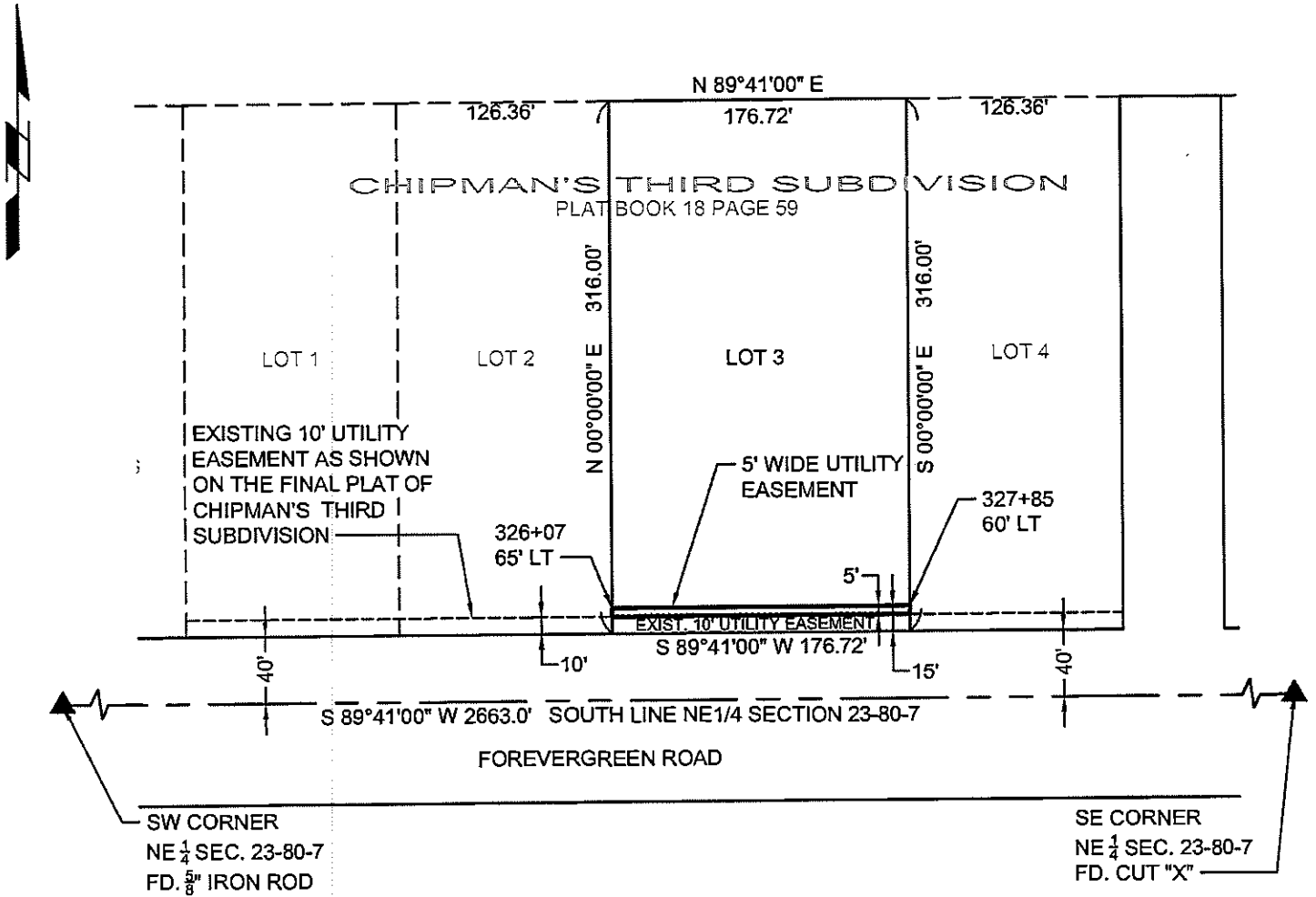


IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY JOHNSON STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. IMN-380-6(344)2-OE-52 PARCEL NO. 19  
 SECTION 23 TOWNSHIP 80 NORTH RANGE 7 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 884 square feet\* AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_

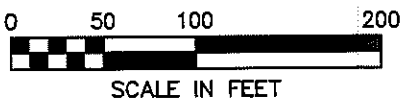
ACQUIRED FROM \_\_\_\_\_

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



DATE DRAWN APRIL 28, 2017

SCALE 1" = 100'

5 of 5

**Resolution No. 2018-121**

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

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

**WHEREAS**, the City Council has been presented with a Purchase Agreement with Arthur C. Chipman and Coleen F. Chipman for the acquisition of property for the Forevergreen Road Project; and

**WHEREAS**, the property will be purchased for \$18,380.00 by the Iowa DOT as a part of the project.

**NOW, THEREFORE, BE IT RESOLVED** that that the Purchase Agreement for the Forevergreen Road Project is authorized and approved.

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

**APPROVED AND ADOPTED** this 28th day of August, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

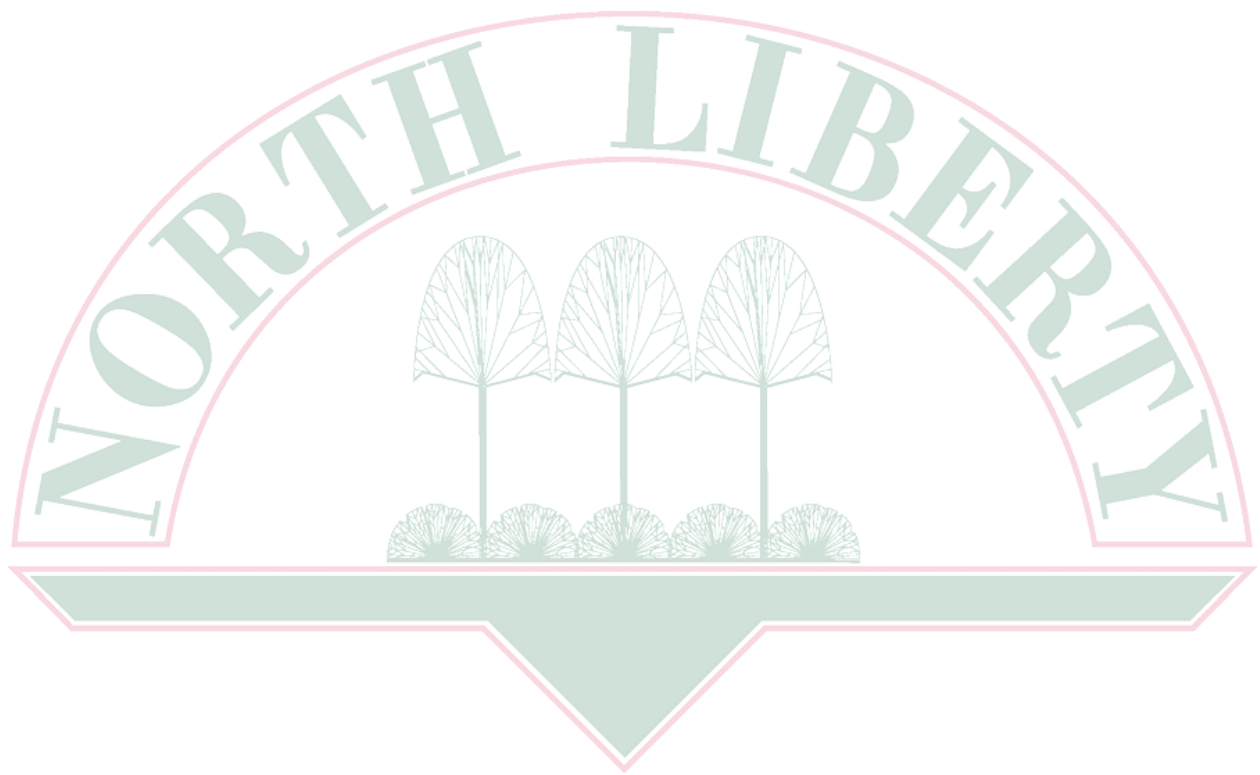
ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

# Additional Information





## July Financial Report

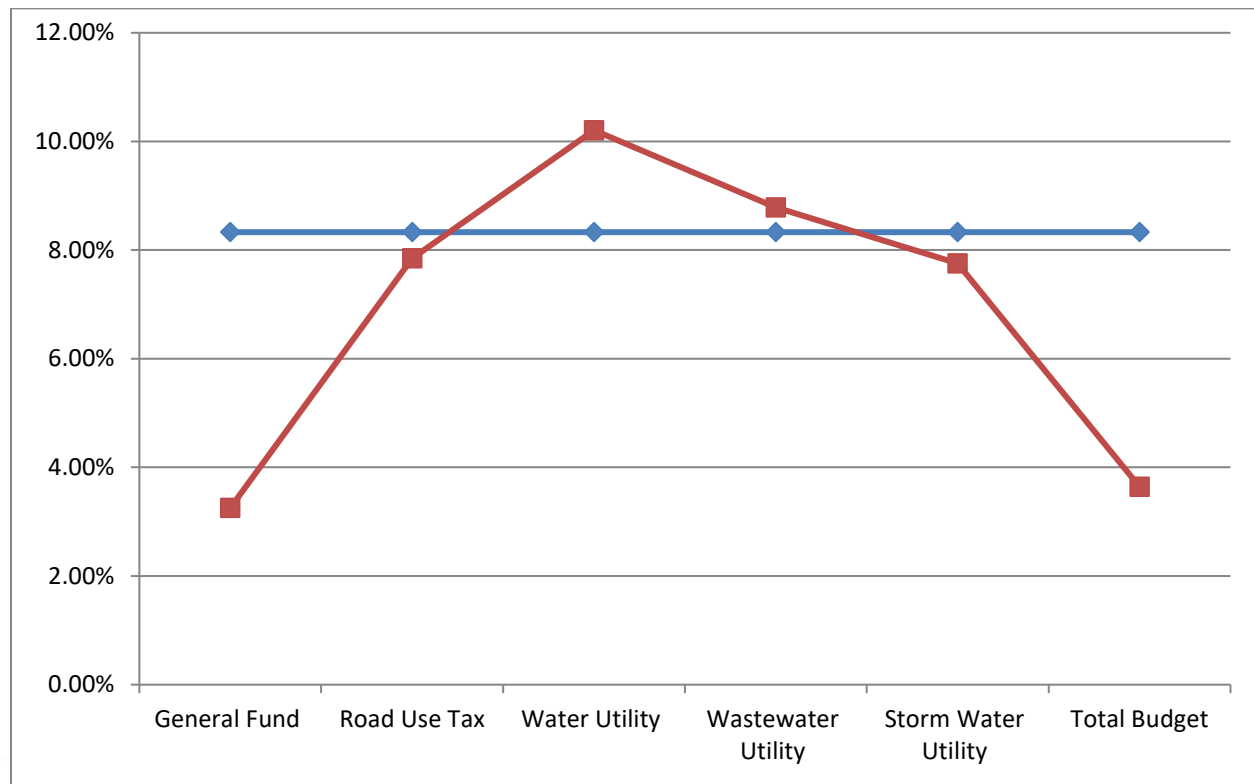
July 31, 2018

City staff are pleased to submit the unaudited monthly financial report for the month of July 2018. At the end of the month, the City was 8.33% through the budget year. Total revenues received for the month were \$1,870,879.96. Total expenditures for the month were \$3,969,031.06. The total cash balance as of July 31, 2018 was \$13,338,627.22.

The red line indicates the percentage where the budget area is and blue line is the percentage of the budget year. Any particular area falling approximately 10% below or above the percentage of the budget year will be explained below.

### Revenues

The following chart demonstrates the condition of the City's budgeted revenues as of July 31, 2018:

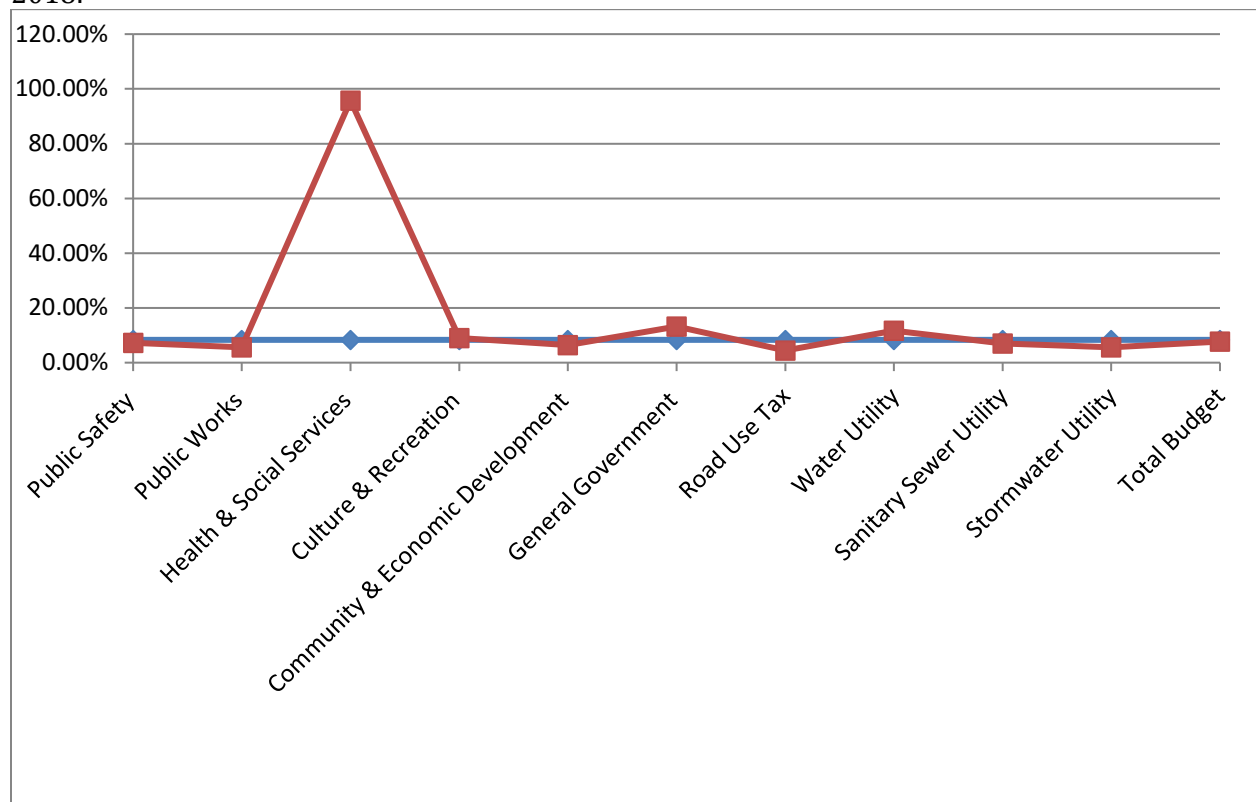


- This chart represents the historical view at the end of the month.
- The General Fund is below the budget projection at 3.25%. The first installment of property taxes, the primary funding source in this fund, will be received in October.
- Utility revenues are all on track.
- Overall revenues are below the 8.33% of the fiscal year principally due to property tax receipts being later in the fiscal year.

Overall revenues for the fiscal year are \$1,870,879.96, 3.64% of the budgeted amount.

### Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of July 31, 2018:



- Health and Social Services is the sole category exceeding the percentage of expenditures for the year to date. Most grants for social service programs were made in July.

Year to date total expenditures are \$3,969,031.06 or 7.69% of the projected budget amounts. This amount is right on par for the portion of the fiscal year completed.

### Treasurer's Report

Following is the Treasurer's Report for July. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 5,131,291. The other funds in the

total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

CITY OF NORTH LIBERTY

TREASURER'S REPORT

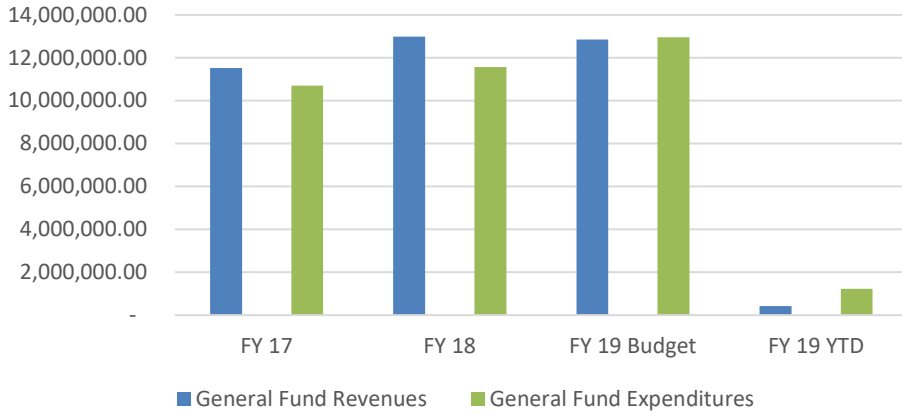
July 31, 2018

FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	07/01/2018			07/31/2018
GENERAL	8,357,702.03	361,626.95	1,272,113.44	7,447,215.54
SPECIAL REVENUE	2,844,318.07	205,101.43	88,647.18	2,960,772.32
DEBT SERVICE	262,074.23	2,642.85	0.00	264,717.08
CAPITAL PROJECTS	-5,034,802.51	12,713.09	1,461,425.97	-6,483,515.39
WATER ENTERPRISE	3,478,681.22	545,559.97	558,591.96	3,465,649.23
WASTEWATER ENTERPRISE	5,412,890.94	645,634.72	573,949.71	5,484,575.95
STORM WATER ENTERPRISE	195,893.11	18,136.34	14,816.96	199,212.49
<b>TOTAL</b>	<b>15,516,757.09</b>	<b>1,791,415.35</b>	<b>3,969,545.22</b>	<b>13,338,627.22</b>

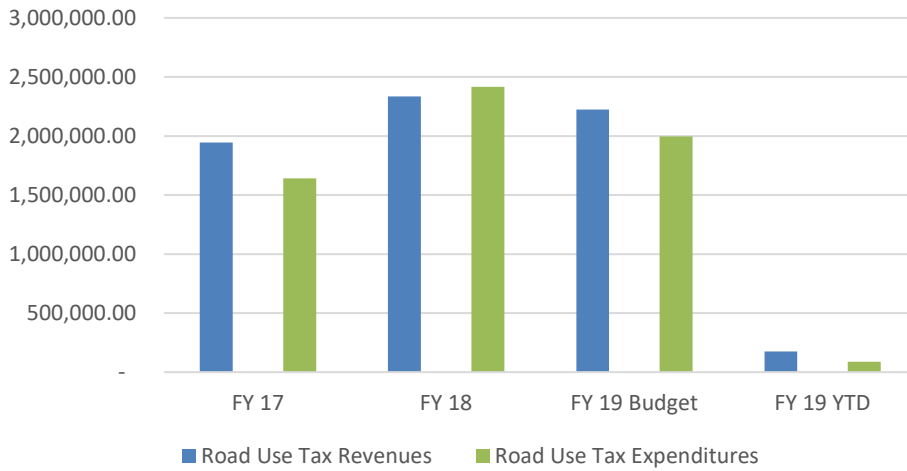
**Summary Charts**

Following are comparison charts of revenues and expenditures for the past two fiscal years, this fiscal year's budget and this fiscal year to date.

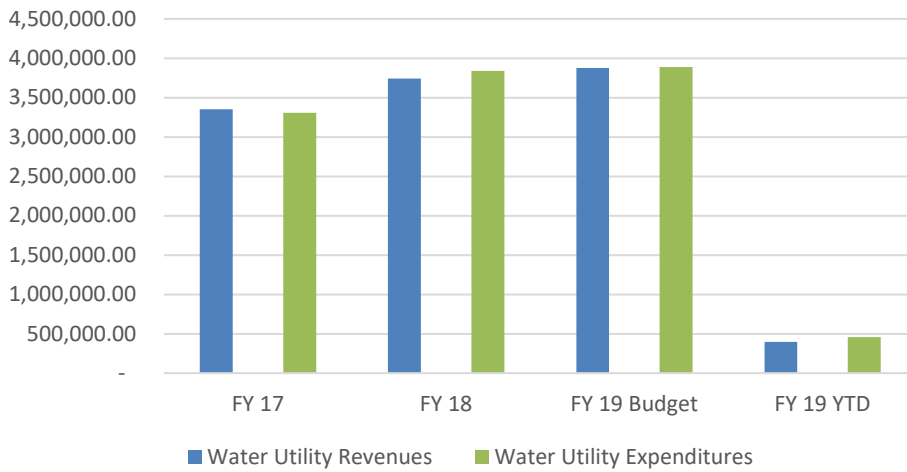
### General Fund

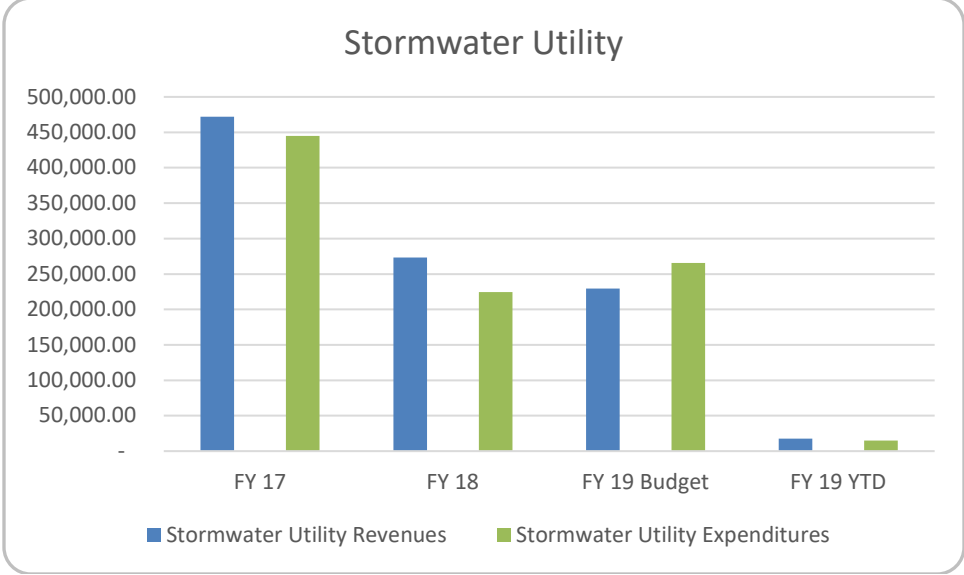
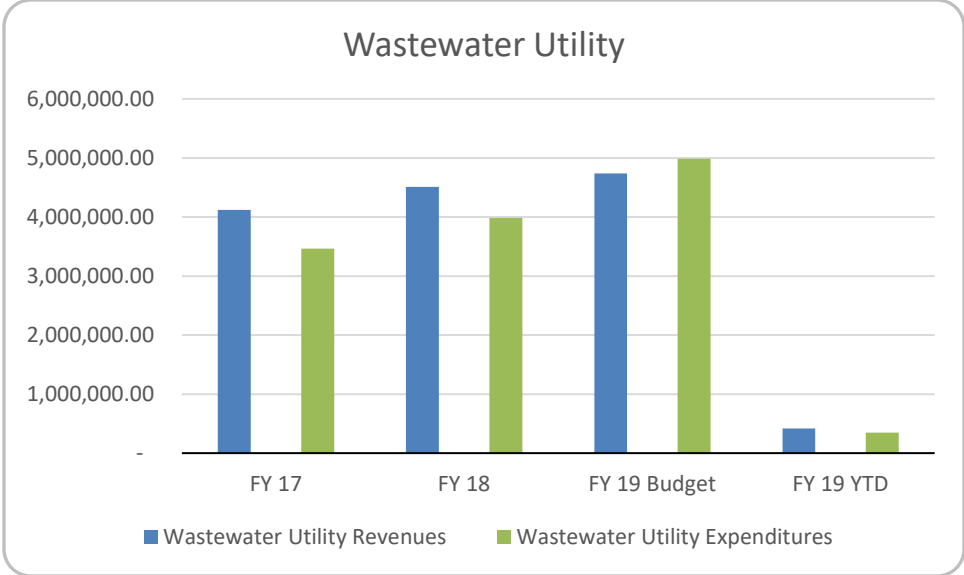


### Road Use Tax Fund



### Water Utility





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



## Survey Results

Of the 203 respondents:

- 91% have a North Liberty card
- 94% are North Liberty residents
- 66.3% are employed full time outside the home
- 17.1% are full time parents/caregivers.
- 81.2% are female
- 71.3% are aged 25-49
- 33.6% visits the library at a frequency of a week or more, 30.7% visit monthly, 35.7% are less frequent than a month.
- 24.3% engage with our social media at least once a week, 50% check in monthly or more, and 25.7% don't use our social media.
- 53% use Digital Johnson County. Of those, 49.1% use multiple formats while only 8.3% use just audio books.
- 91.1% satisfaction with staff friendliness.
- 78.1% satisfaction with book collection
- 78.2% satisfaction with DVD collection.
- 86.3% satisfaction with family and children's programming.
- 78.8% satisfaction with teen programming.
- 80% satisfaction with adult programming
- 90.6% responded with borrowing materials being important to them.
- 61.6% responded that family programs are important to them.
- 58.1% responded that computer and internet access is important.

Our patrons are young, female, North Liberty residents, and many have full time jobs. They visit the library frequently, most at least once a month. They are very satisfied with staff, and highly satisfied with the materials collections and arrays of programming. The borrowing of materials looks to be the most important to respondents.



Housing Trust Fund of Johnson County  
 322 East Second Street  
 Iowa City, IA 52240  
 Website: [www.htfjc.org](http://www.htfjc.org)  
 Office: 319.358.0212 Fax: 319.358.0053

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Bergan KDV
- ~~~~~
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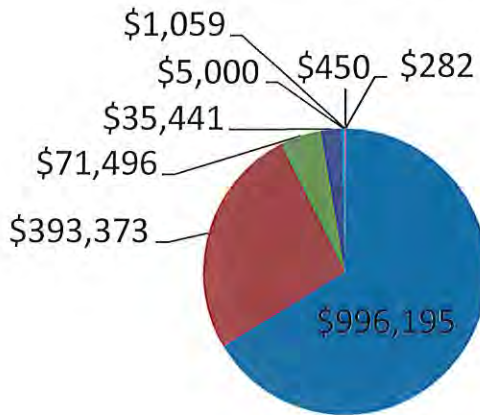
**Staff**

Tracey Achenbach,  
Executive Director

Casey Cooper,  
Operations Coordinator

**FY18 Annual Report**

**\$1,503,296**



- Government Contributions - \$996,195
- State Housing Trust Fund - \$393,373
- ECICOG HTF Admin - \$71,496
- Interest Income - \$35,441
- Misc Grants - \$5,000
- Other Contributions - \$1,059
- LHCB Membership - \$450
- Misc Income - \$282

**FY18 HTFJC Project Awards Totaled \$1,535,363**

- \$463,204 – Shelter House – Cross Park Place (formerly FUSE-Housing First)
- \$325,000 – Community Housing Initiatives – Penn Oaks Apartments
- \$60,000 – Reach for Your Potential – Student Build
- \$50,000 – City of Coralville – Homeowner Rehabilitation
- \$52,000 – ECICOG Owner-occupied Rehabilitation
- \$12,500 – Inside Out – Returning Citizen Assistance
- \$22,500 – Iowa Valley Habitat for Humanity – Helping Hands Rehabilitation
- \$61,759 – The Housing Fellowship – Rental Rehabilitation IV
- \$38,400 – Prelude Behavioral Services – Transitional Facility Rehabilitation
- \$25,000 – Greater IC Area HBA – Homeowner Rehabilitation
- \$425,000 – Shelter House – Cross Park Place (formerly FUSE-Housing First)

**FY18 Other Activities:**

- Awards from FY18 will provide housing for 87 households
- Completed applications for funding to Johnson County, Iowa City, Coralville, North Liberty, Bank of the West and worked with ECICOG on Federal Home Loan Bank application
- Actively involved on Local Homeless Coordinating Board (LHCB): Served as fiscal agent and provided administrative support
- Executive Director served on the Johnson County Livable Community Policy Board and led Housing Action Team
- Actively involved on Affordable Housing Coalition as treasurer and served on board of directors
- Continued administration duties for Housing Fund for Linn County and East Central Iowa Housing Trust Fund
- Began working with the Homebuilders Association on a student-build project
- ED Achenbach received IFA's Friend of Iowa award during the 2017 Housing Conference
- Participated in the formation of Iowa Housing Partnership, a state-wide housing advocacy group
- Served as a panelist and presented at numerous engagements state-wide, including leading the regional housing strategic planning sessions