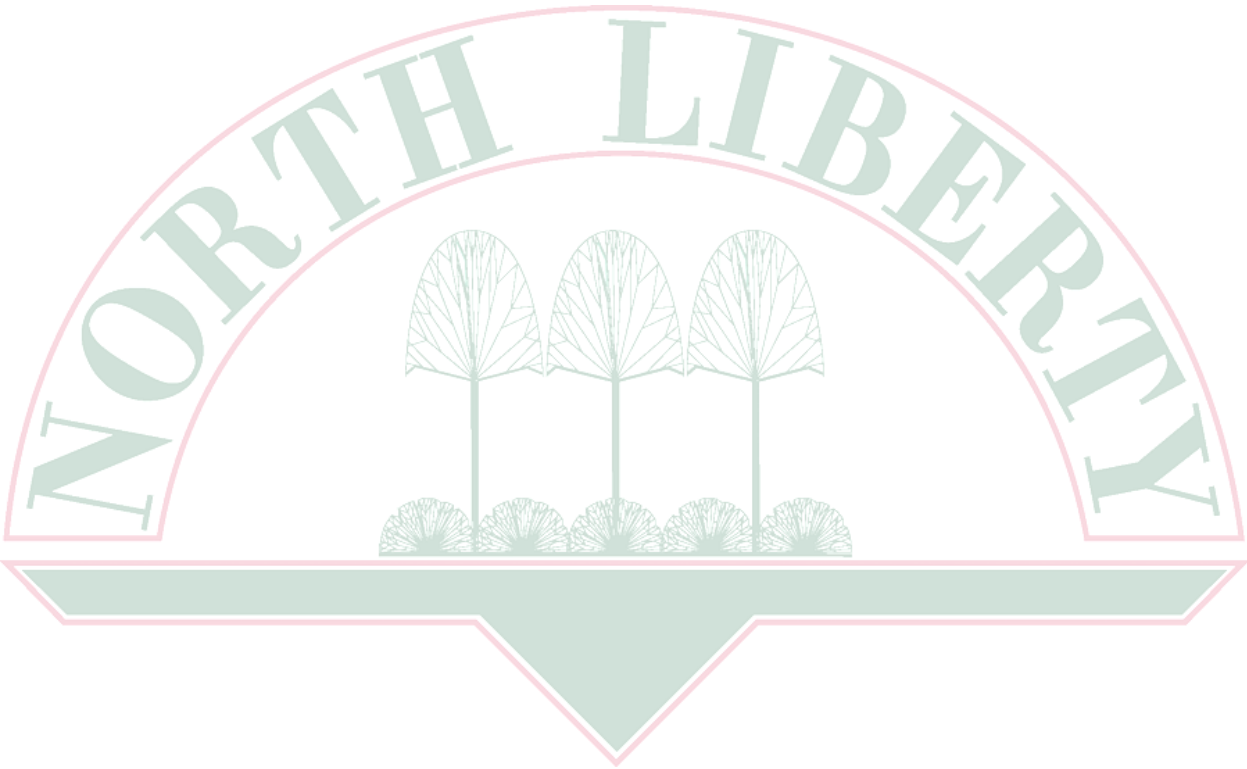




North Liberty City Council  
Regular Session  
October 9, 2018

# City Administrator Memo





# City Council Memo

for October 9, 2018

from the desk of Ryan C. Heiar

## Meetings & Events

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**Tuesday, Oct 9 at 6:30p.m.**  
City Council

**Monday, Oct 15 at 7:00p.m.**  
Library Board

**Tuesday, Oct 23 at 6:30p.m.**  
City Council

## Consent Agenda

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

- City Council Minutes (09/25/18)
- Claims
- August Revenues
- Liquor License Renewals
  - Rusciano's Authentic Taste of Napoli
  - J&A Tap
  - Fiesta Mexican Restaurant
  - Jimmy Jack's Rib Shack
  - Casey's General Store (Kansas Avenue)
- Change Order #2, Kansas Avenue RISE Project, Streb Construction Inc., \$14,271.61
- Pay Application #4, Kansas Avenue RISE Project, Streb Construction Inc., \$610,640.30
- Pay Application #7, Front Street Improvements Project, Dave Schmitt Construction, \$53,595.21
- Pay Application #6, Highway 965, Phase 3 Improvements, Streb Construction Inc., \$610,589.81

## Johnson County Access Center

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Members of the Johnson County Access Center Team will be at Tuesday's meeting to provide an update on the project and answer questions. Presentation materials have been previously emailed and are also included in the packet. The Access Center Committee is requesting a \$500k contribution from North Liberty.

## Police Station Project

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Tuesday's agenda includes a public hearing and resolution regarding the plans and specifications for the Police Station Project. The City Council held a hearing and approved a resolution for this project in late August; however, since that time, changes have been made to the plan. The significant changes are related to the site (not the building), specific to drainage. The civil engineer, based on concerns from staff, made revisions to the underground piping, detention areas, site elevation and pushed the building north by 5 feet. These changes have

## Ryan C. Heiar, City Administrator

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

alleviated the staff concerns and the bidding process can now move forward. Unfortunately, because the bids dates that were outlined in the original specification were missed, the interim City Attorney is recommending another hearing and resolution. This delay will push back the bid date to 11/1 with a recommended contract award being presented to the Council on 11/13.

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### **DiVentures Site Plan**

This request is to construct a new commercial swimming and scuba diving education center at the southeast corner of the intersection of W. Penn Street and Penn Court. The building is an attractive modern design with well-considered material changes, dramatic rooflines, and good proportions. The site layout provides generous setbacks and landscaping features along Penn Street. Pedestrian-scale features required by the Zoning Ordinance are built into the plan, with a patio, good sidewalk connections, and extensive landscaping shown. The plan meets or exceeds all City requirements and goals for development in the Penn Street corridor, and is recommended by staff and the Planning Commission for approval.

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### **Jersey Mike's Projecting Sign**

This request is to allow a projecting sign as defined by the Zoning Ordinance at the existing building at 415 Community Drive. The property is zoned C-2-A, Highway Commercial, and a site plan for the site was approved in 2013. The sign proposed is professionally designed and well-proportioned for the location, and appropriate for this mixed-use area. It meets the aesthetic considerations outlined in the Zoning Ordinance, and staff and the Planning Commission recommend approval of the sign request.

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### **City Hall Lease**

The current City Hall lease, which includes the Building Department and Council Chambers, is set to expire December 31, 2018. An updated lease is included in your packet and was one of the last projects that City Attorney Peterson completed prior to retirement. This new lease is nearly identical to the current one and calls for a 3% annual increase on the payment. The term is for three years with options to renew. Staff recommends approval of the agreement.

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### **Dog Park Property Annexation**

This annexation will bring the property recently purchased by the City for a future dog park within the corporate boundaries. No other properties are included. Once annexed, which is anticipated to be in December, staff can begin making improvements to the park.

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### **The Preserve Subdivision Developer's Agreement**

The developer of The Preserve, the Watts Group, has submitted a Developer's Agreement as required prior to approval of the phase one infrastructure construction plans, which are now under review. The agreement has been reviewed by staff for conformance with all zoning and preliminary plat provisions, and is recommended for approval. This document requires the developer to pay approximately \$260k in development fees related to infrastructure improvements prior to final plat approval.

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### **North Liberty United Methodist Church SMF Agreement**

The Storm Water Maintenance Facility Agreement for the United Methodist Church site is included in the packet and recommended for approval by staff. Section 3 of the agreement identifies the specific responsibilities and tasks related to storm water management that will be required of the church.



## **Transit RFP**

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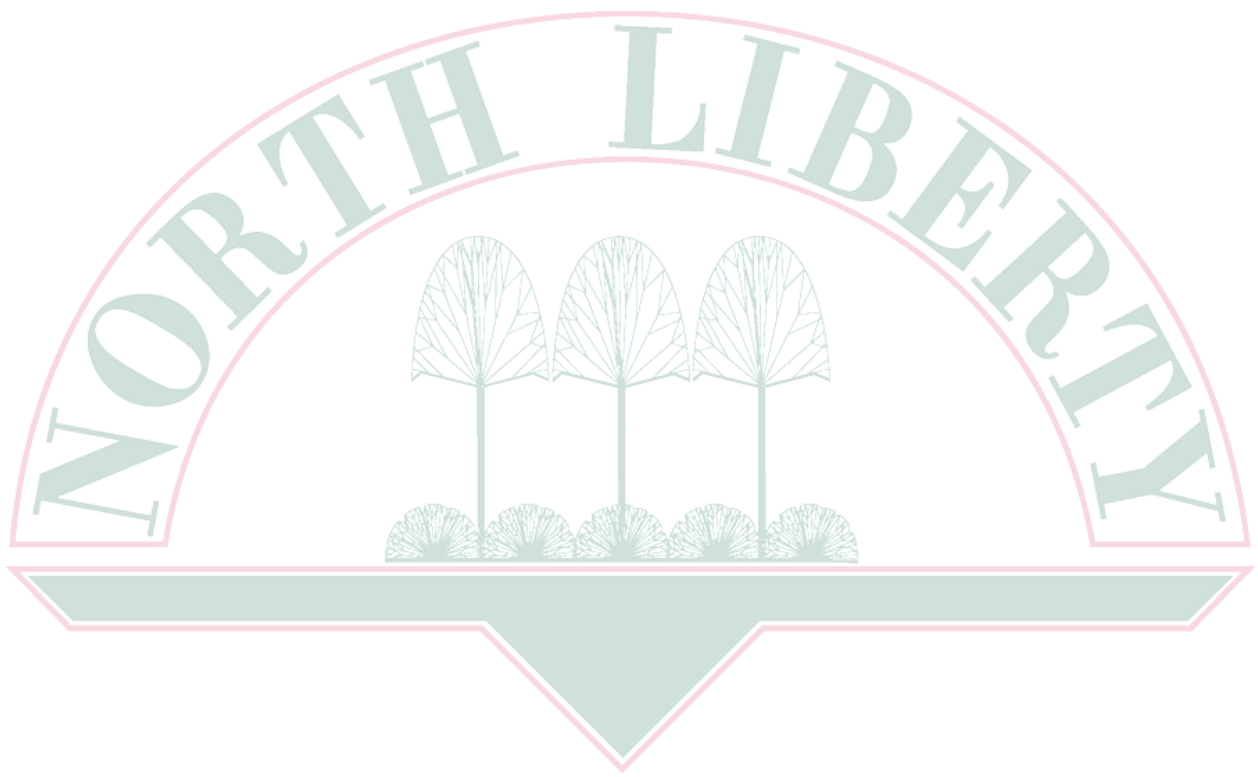
Since the last discussion on this issue (September 11 Council meeting), the Transit Task Force has met and deliberated on the questions and concerns brought forth by the City Council. Included in the packet is a revised RFP for Council's consideration. Mayor Donahue will lead a discussion, highlighting the changes made to the RFP, and look for action from the Council regarding the next steps in this process.

## **Land Use Discussion – Penn Street Corridor**

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A continuation from the previous meeting's agenda topic, Planning Director Dean Wheatley will facilitate a discussion with the Council regarding land use planning in the Penn Street Corridor. The intent is to seek direction and gain a better understanding of the City Council's goals regarding land use issues in this corridor. Once a consensus is developed, staff will pursue comments and feedback from the Planning Commission and then present a final product to the City Council for approval. Similar discussions will take place regarding Kansas Avenue and Forevergreen Road at future meetings.

# Agenda





## Agenda

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North Liberty City Council  
October 9, 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, September 25, 2018
  - B. Claims
  - C. Liquor License Renewal, Rusciano's Authentic Taste of Napoli
  - D. Liquor License Renewal, J & A Tap
  - E. Liquor License Renewal, Fiesta Mexican Restaurant
  - F. Liquor License Renewal, Jimmy Jack's Rib Shack
  - G. Liquor License Renewal, Casey's General Store, 595 N. Kansas – Adding Carryout Wine endorsement
  - H. Kansas Avenue RISE Project, Pay Application Number 5, Streb Construction, \$610,640.30
  - I. Kansas Avenue RISE Project, Change Order Number 2, Streb Construction, \$14,217.61
  - J. Front Street Improvements Project, Pay Application Number 7, Dave Schmitt Construction, \$53,595.21
  - K. Highway 965, Phase 3, Pay Application Number 6, Streb Construction Co., Inc., \$610,589.81
5. Public Comment
6. City Planner Report
7. City Engineer Report

8. Assistant City Administrator Report
9. City Administrator Report
10. Mayor Report
11. Access Center
  - A. Presentation
  - B. Discussion and possible action
12. Police Department Project
  - A. Public Hearing
  - B. Resolution Number 2018-132, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Police Department Building Project
13. DiVentures Site Plan
  - A. Staff and Commission recommendations
  - B. Applicant Presentation
  - C. Resolution Number 2018-133, A Resolution approving the Development Site Plan for Lots 1 and 2, Liberty's Gate Part One, North Liberty, Iowa
14. Jersey Mike's Projecting Sign
  - A. Staff and Commission recommendations
  - B. Applicant Presentation
  - C. Resolution Number 2018-134, A Resolution approving the Projecting Sign Application for Jersey Mike's, 415 Community Drive, North Liberty, Iowa
15. City Hall/Council Chambers/Legal/Building Department Lease
  - A. Resolution Number 2018-134, A Resolution approving the Lease Agreement between the City of North Liberty and Epley Properties, LLC
16. Dog Park Property Annexation
  - A. Public Hearing regarding proposed annexation of property for the Dog Park
  - B. Resolution Number 2018-136, A Resolution Approving Annexation of certain property to the City of North Liberty, Iowa
17. The Preserve
  - A. Resolution Number 2018-137, A Resolution approving the Development Agreement between the City of North Liberty and Watts Group Development, Inc. that establishes the terms and conditions under which The Preserve – Part One will be developed in the City of North Liberty, Iowa
18. North Liberty First United Methodist Church
  - A. Resolution Number 2018-138, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and the First United Methodist Church of North Liberty that establishes the terms and

conditions under which stormwater management facilities will be maintained for 85 North Jones Boulevard in the City of North Liberty, Iowa

19. Transit RFP

A. Discussion and possible action regarding the proposed RFP for transit services

20. Entryway Transportation Corridors

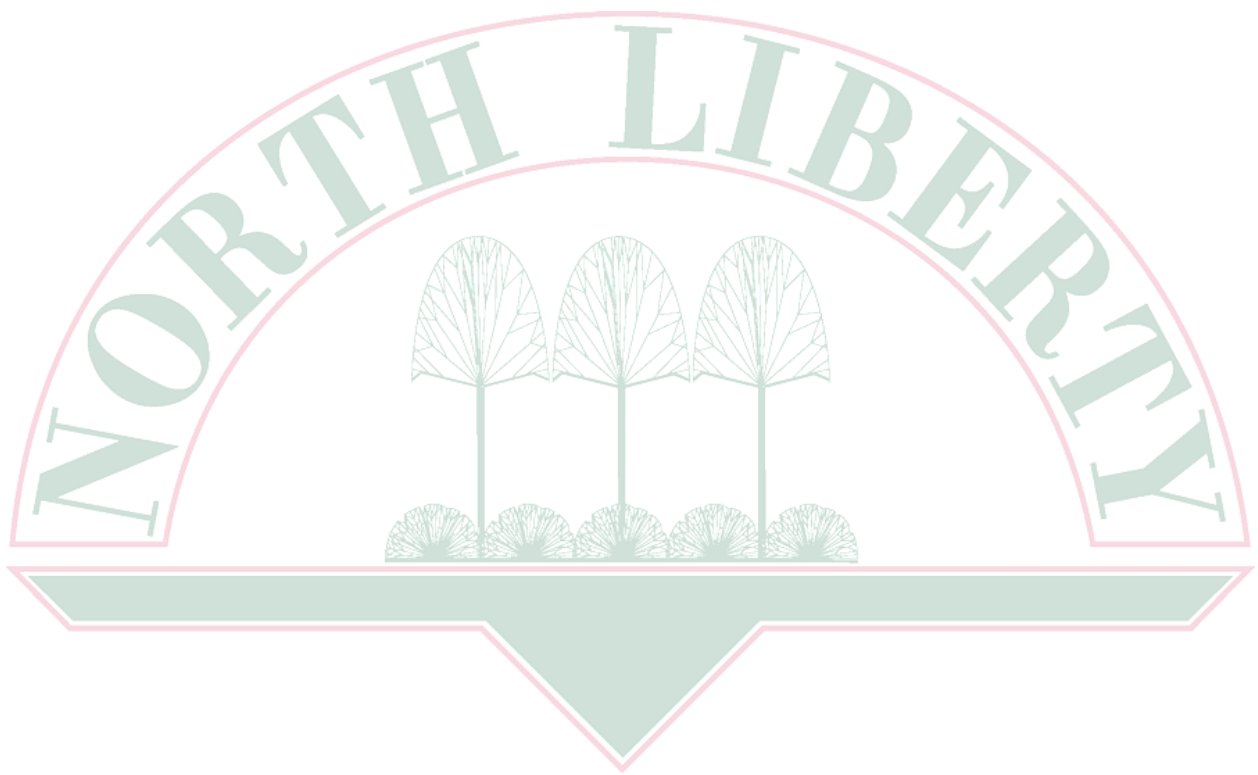
Discussion and possible action regarding entryway transportation corridors

21. Old Business

22. New Business

23. Adjournment

# Consent Agenda





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

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North Liberty City Council  
September 25, 2018  
Regular Session  
City Council Chambers  
1 Quail Creek Circle

### **Call to order**

Mayor Terry Donahue called the September 25, 2018 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: Jennifer Goings, Chris Hoffman, Sarah Madsen, Annie Pollock, Jim Sayre.

Others present: Tracey Mulcahey, Kevin Trom, Dean Wheatley, Derek Blackman, Deb Dunkhase, Tionna Pooler and other interested parties.

### **Approval of the Agenda**

Madsen moved, Pollock seconded to approve the agenda with removal of the City Administrator report. The vote was all ayes. Agenda approved.

### **Consent Agenda**

Pollock moved, Goings seconded to approve the Consent Agenda including the City Council Minutes from the Regular Session on September 11, 2018; the attached list of Claims; August Revenues; August Treasurer Report; the Liquor License Application for the Schminke Family Event at South Slope on September 29, 2018; Change Order Number 16 for the Phase II WWTP Improvements Project to Tricon Construction Group in the amount of \$103,217.86; Pay Application Number 32 for the Phase II WWTP Improvements Project to Tricon Construction Group in the amount of \$150,585.98; and Pay Application Number 4 for the Trail Improvements Project to All American Concrete, Inc. in the amount of \$15,938.35. After discussion, the vote was all ayes. Consent Agenda approved.

### **Public Comment**

No public comment was offered.

### **City Planner Report**

City Planner Dean Wheatley reported on the upcoming dog park annexation.

### **City Engineer Report**

City Engineer Kevin Trom reported that the IDOT Forevergreen Road Project letting has been moved to November with the same construction timeline. The Highway 965, Phase 3 paving is complete. Accessory work on sidewalks, seeding, trails and lighting continues. The Kansas Avenue

RISE Project subgrade is all complete. Paving will continue. The preliminary review of the Main Street Improvements Project occurred. The neighborhood informational meeting will be held on October 25. Council discussed the report with Trom.

#### **Assistant City Administrator Report**

Assistant City Administrator Tracey Mulcahey reported on GEICO grand opening on October 8, the start of the FY 2020 budget, working on seeking proposals for financial software, and the bond sale today.

#### **Mayor Report**

Mayor Terry Donahue proclaimed Playvolution in North Liberty September 10 to September 30, 2018. Deb Dunkhase from The Children's Museum spoke regarding the Playvolution. Mayor Donahue reported on the MPOJC meeting and reminded Council that – rail and trail study underway. 90 – 120 days until it comes back. First meeting in October, the Johnson County Access Center will be present to discuss the plan.

#### **2018A Bond Sale**

Tionna Pooler, Independent Public Advisors, presented the outcome of today's bond sale. Council discussed the sale with Pooler. Madsen moved, Sayre seconded to approve Resolution Number 2018-129, A Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2018A, and providing for the levy of taxes to pay the same. The vote was: ayes – Pollock, Hoffman, Goings, Sayre, Madsen; nays – none. Motion carried.

#### **North Liberty Road Vacation**

Hoffman moved, Goings seconded to approve the second consideration of Ordinance Number 2018-10, An Ordinance vacating a portion of right of way in North Liberty, Iowa. The vote was: ayes - Goings, Hoffman, Sayre, Pollock, Madsen; nays – none. Motion carried.

Madsen moved, Sayre seconded to waive the requirement of three separate readings on three separate dates. After discussion, the vote was: ayes – Hoffman, Goings, Pollock, Madsen, Sayre; nays – none. Motion carried.

Goings moved, Sayre seconded to approve the third consideration and adoption of Ordinance Number 2018-10, An Ordinance vacating a portion of right of way in North Liberty, Iowa. The vote was: ayes – Pollock, Madsen, Goings, Hoffman, Sayre; nays – none. Motion carried.

At 6:52 p.m., Mayor Donahue opened the Public Hearing regarding disposal of property as part of the North Liberty Road Vacation. No oral or written comments were received. The public hearing was closed.

Wheatley presented information regarding the right of way adjustments. Pollock moved, Madsen seconded to approve Resolution Number 2018-130, A Resolution disposing of certain real estate and approving issuance of deeds. The vote was: ayes - Hoffman, Madsen, Goings, Pollock, Sayre; nays – none. Motion carried.

#### **Mowing Assessment**

Hoffman moved, Madsen seconded to approve Resolution Number 2018-131, A Resolution assessing delinquent amounts owed to the City of North Liberty to individual property taxes. After



discussion, the vote was: ayes – Sayre, Madsen, Hoffman, Pollock, Goings; nays – none. Motion carried.

**Design Standards**

Wheatley led the discussion regarding design standards with the City Council.

**Old Business**

No old business was presented.

**New Business**

Councilor Goings reported that today is Voter Registration Day. Councilor Hoffman reported that Cyclo-cross is back in town this weekend. Councilor Madsen reported that the Liberty High Homecoming Parade with Family night is tomorrow night.

**Adjournment**

At 8:12 p.m., Mayor Donahue adjourned the meeting.

**CITY OF NORTH LIBERTY**

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

Attest:

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

**Applicant License Application ( BW0095672 )**

<b>Name of Applicant:</b> <u>CGR LLC</u>		
<b>Name of Business (DBA):</b> <u>Rusciano's authentic taste of Napoli</u>		
<b>Address of Premises:</b> <u>710 Pacha parkway #5</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) 665-2761</u>	
<b>Mailing</b>	<u>710 Pacha parkway #5</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>Carol Gorney</u>	
<b>Phone:</b> <u>(563) 357-2924</u>	<b>Email</b> <u>cgrllc2016@gmail.com</u>

**Classification** Special Class C Liquor License (BW) (Beer/Wine)

**Term:** 12 months

**Effective Date:** 10/23/2018

**Expiration Date:** 10/22/2019

**Privileges:**

Special Class C Liquor License (BW) (Beer/Wine)

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**

**Carol Gorney**

**First Name:** Carol

**Last Name:** Gorney

**City:** iowa city

**State:** iowa

**Zip:** 52240

**Position:** manager

**% of Ownership:** 45.00%

**U.S. Citizen:** Yes

**Gennaro Rusciano**

**First Name:** Gennaro

**Last Name:** Rusciano

**City:** iowa City

**State:** iowa

**Zip:** 52240

**Position:** owner/ chef

**% of Ownership:** 55.00%

**U.S. Citizen:** No

**Insurance Company Information**

<b>Insurance Company:</b> <u>Illinois Casualty Co</u>
-------------------------------------------------------

**Policy Effective Date:** 10/23/2018

**Policy Expiration** 10/22/2019

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer 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: Rusciano's Authentic Taste of Napoli  
710 Pacha Parkway Suite 5  
North Liberty, IA 52317

Owners: Carol Gorney (DOB: 1963)  
Dennaro Rusciano (DOB: 1982)

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.

Sergeant Chris Shine



# North Liberty Fire Department

Occupancy: **Rusciano's Authentic Taste of Napoli**  
Occupancy ID: **995222**  
Address: **710 Pacha PKY Apt/Suite #5**  
**North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**  
Inspection Date: **9/25/2018** By: **Hardin, Bryan E (01-1022)**  
Time In: **17:18** Time Out: **17:41**  
Authorized Date: **Not Author** By:

Next Inspection Date: **10/25/2018 Reinspection**



Form: General Fire  
Inspection Checklist 1.3

## 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 Unobstructed & Unobscured

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

**Status: FAIL**

**Notes: Remove storage around fire extinguisher, rear hallway.**



## Electrical Rooms / Electrical Wiring

### Electrical Equipment - 3 Feet Clearance in Front of Panel

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

**Status:** FAIL

**Notes:** Remove storage under electrical panel.



## Kitchen Hood System

### Kitchen Hood System Inspection- Current Bi-Annual Inspection Tag

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

**Status:** FAIL

**Notes:** Kitchen food suppression nozzles currently do not align with cooking equipment. Move cooking appliances for alignment.



### Kitchen Hood and Duct Cleaned- Current Inspection Tag on Hood

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

**Status:** FAIL

**Notes:** Wood fire pizza oven exhaust is required to have monthly cleaning by a professional company. We have had no documentation submitted since opening that this has been completed. Monthly cleanings shall be submitted to [www.thecomplianceengine.com](http://www.thecomplianceengine.com)

**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: 23 minutes**

**Total Time: 23 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: 09/25/2018 17:35

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Representative Signature:**

Signature of: Gennaro Rusciano on 09/25/2018 17:38



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

Legal Name of Applicant: \_\_\_\_\_  
Name of Business (DBA): Rusciano's  
Address of Business: 710 Pacha Parkway #5 North Liberty IA 52317  
Business Phone & Email: cgrllc2016@gmail.com 563-357-2924

**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



9/25/18

**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: \_\_\_\_\_



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

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**Legal Name of Applicant:** \_\_\_\_\_  
**Name of Business (DBA):** Rusciano's  
**Address of Business:** 710 Pacha Parkway #5 North Liberty IA 52317  
**Business Phone & Email:** cgrllc2016@gmail.com 563-357-2924

**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**



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:** \_\_\_\_\_  
**Name of Business (DBA):** Rusciano's  
**Address of Business:** 710 Pacha Parkway #5 North Liberty IA 52317  
**Business Phone & Email:** cgrllc2016@gmail.com 563-357-2924

---

**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 14:43:47 -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: \_\_\_\_\_

**Applicant License Application ( LC0036492 )**

<b>Name of Applicant:</b> <u>J &amp; A Tap Inc</u>		
<b>Name of Business (DBA):</b> <u>J &amp; A Tap</u>		
<b>Address of Premises:</b> <u>440 N Dubuque Street</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) 626-3033</u>		
<b>Mailing</b> <u>440 N Dubuque St</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>John Hruby</u>	
<b>Phone:</b> <u>(319) 631-4000</u>	<b>Email</b> <u>lynnaf22@yahoo.com</u>

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

**Term:** 12 months

**Effective Date:** 11/01/2018

**Expiration Date:** 10/31/2019

**Privileges:**

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

**John Hruby**

**First Name:** John                      **Last Name:** Hruby  
**City:** North Liberty                      **State:** Iowa                      **Zip:** 52317  
**Position:** Owner  
**% of Ownership:** 50.00%                      **U.S. Citizen:** Yes

**Amanda Lynn-Hruby**

**First Name:** Amanda                      **Last Name:** Lynn-Hruby  
**City:** North Liberty                      **State:** Iowa                      **Zip:** 52317  
**Position:** Owner  
**% of Ownership:** 50.00%                      **U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Illinois Casualty Co

**Policy Effective Date:** 11/01/2018

**Policy Expiration** 10/31/2019

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

# North Liberty Fire Department



Occupancy: **J & A Tap**  
Occupancy ID: **BOBS01**  
Address: **440 N Dubuque ST Building #612410004**  
**North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**  
Inspection Date: **9/25/2018** By: **Hardin, Bryan E (01-1022)**  
Time In: **11:00** Time Out: **11:36**  
Authorized Date: **Not Author** By:

Form: General Fire  
Inspection Checklist 1.3

Next Inspection Date: **10/25/2018 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:

### Fire Extinguishers

#### Fire Extinguisher Required Location

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

**Status: FAIL**

**Notes: 2nd floor, locate fire extinguisher in storage space.**

### Electrical Rooms / Electrical 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: New dishwasher is currently plugged into extension cord and runs through the wall. Dishwasher has to be plugged directly into an approved outlet receptacle and cannot run through the wall.**



## Kitchen Hood System

### Kitchen Hood and Duct Cleaned- Current Inspection Tag on Hood

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

**Status:** FAIL

**Notes:** Kitchen hood cleaning was due 07/16/2018. System currently shows past due. If the cleaning has been performed, contact your kitchen hood cleaning company and have them submit the inspection/cleaning report to [www.thecomplianceengine.com](http://www.thecomplianceengine.com). If the kitchen hood cleaning has not been performed, please contact kitchen hood cleaning to schedule.

## 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:** Replace wooden block under kitchen hood with non combustibile blocking.



## Additional Time Spent on Inspection:

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

**Notes:** No Additional time recorded

**Total Additional Time: 0 minutes**

**Inspection Time: 36 minutes**

**Total Time: 36 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: 09/25/2018 11:37

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

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

**Representative Signature:**

Signature of: Shannon Rutherford on 09/25/2018 11:39



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

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

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

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

**Legal Name of Applicant:** J & A Tap  
**Name of Business (DBA):** J & A Tap  
**Address of Business:** 440 N. Dubuque St. North Liberty IA  
**Business Phone & Email:** 319-631-3973 lynnaf22@yahoo.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: 2018.07.19 11:02:24 -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: \_\_\_\_\_



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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**

---

**North Liberty Fire Department:**

The above referenced property currently complies with International Fire Code.

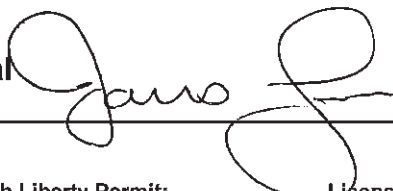
**Fire Inspector**

---

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

 7/19/18

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

(9/30)

**City of North Liberty  
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Chapter 120 of the Municipal Code**

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**City of North Liberty:**

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City Official

**North Liberty Fire Department:**

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

Fire Inspector



9/25/16

**Johnson County Health Department:**

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

Johnson County Public Health Official

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



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

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

A record check of the above business shows contact with the North Liberty Police Department by the business name and the business address. From September 28<sup>th</sup>, 2017 until the above date, many of the calls for service are officer initiated type activity. This would include bar/business checks and contact in the parking lot with subjects.

Listed below are other calls:

Assault/Fight – 3  
Intoxication calls – 5  
Alarms – 2  
Theft - 1

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

I would recommend the council renew the liquor license permit.

Completed by Sergeant Chris Shine

**Applicant License Application ( LC0044005 )**

<b>Name of Applicant:</b>	<u>Fiesta North Liberty Inc</u>				
<b>Name of Business (DBA):</b>	<u>Fiesta Mexican Restaurant</u>				
<b>Address of Premises:</b>	<u>720 Pacha Parkway Suite 2 &amp; 3</u>				
<b>City</b>	<u>North Liberty</u>	<b>County:</b>	<u>Johnson</u>	<b>Zip:</b>	<u>52317</u>
<b>Business</b>	<u>(515) 262-1520</u>				
<b>Mailing</b>	<u>720 Pacha Parkway Suite 2 &amp; 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>	<u>Antonio Berber</u>				
<b>Phone:</b>	<u>(515) 802-7464</u>	<b>Email</b>	<u>ab@fiestadsm.com</u>		

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

**Term:**12 months

**Effective Date:** 11/01/2018

**Expiration Date:** 10/31/2019

**Privileges:**

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**

**Antonio Berber**

<b>First Name:</b>	<u>Antonio</u>	<b>Last Name:</b>	<u>Berber</u>		
<b>City:</b>	<u>Adel</u>	<b>State:</b>	<u>Iowa</u>	<b>Zip:</b>	<u>50003</u>
<b>Position:</b>	<u>President</u>				
<b>% of Ownership:</b>	<u>100.00%</u>	<b>U.S. Citizen:</b>	<u>Yes</u>		

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Society Insurance</u>				
<b>Policy Effective Date:</b>	<u>11/01/2018</u>	<b>Policy Expiration</b>	<u>11/01/2019</u>		
<b>Bond Effective</b>		<b>Dram Cancel Date:</b>			
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>			
<b>Temp Transfer Effective</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:** Fiesta N. Liberty Inc.  
**Name of Business (DBA):** Fiesta Mexican Restaurant  
**Address of Business:** 720 Pacha Parkway Units 2-3 North Liberty IA 52317  
**Business Phone & Email:** 515-262-1520 ab@fiestadsm.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: 2018.07.19 12:59:17 -05'00'

---

**North Liberty Fire Department:**

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

**Fire Inspector**

---

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

---

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

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

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

**Legal Name of Applicant:** Fiesta N. Liberty Inc.  
**Name of Business (DBA):** Fiesta Mexican Restaurant  
**Address of Business:** 720 Pacha Parkway Units 2-3 North Liberty IA 52317  
**Business Phone & Email:** 515-262-1520 ab@fiestadsm.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. .

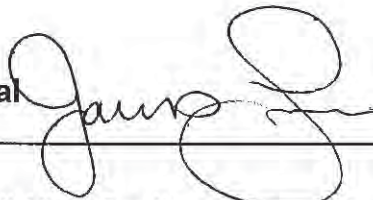
**Fire Inspector**

---

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

 7/19/18

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

(9/30)

**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:** Fiesta N. Liberty Inc.  
**Name of Business (DBA):** Fiesta Mexican Restaurant  
**Address of Business:** 720 Pacha Parkway Units 2-3 North Liberty IA 52317  
**Business Phone & Email:** 515-262-1520 ab@fiestadsm.com

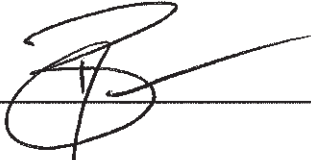
**City of North Liberty:**

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  9/25/16

**Johnson County Health Department:**

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

Johnson County Public Health Official

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



## North Liberty 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: Fiesta Mexican Restaurant  
720 Pacha Parkway Units 2 & 3  
North Liberty, IA 52317

Owners: Antonio Berber (DOB: 1985)

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

I recommend the license be granted.

Sergeant Chris Shine







# North Liberty Fire Department

Occupancy: **Fiesta Mexican Restaurant**  
Occupancy ID: **AZUL01**  
Address: **720 Pacha PKY Apt/Suite #2-3**  
**North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**  
Inspection Date: **9/25/2018** By: **Hardin, Bryan E (01-1022)**  
Time In: **14:13** Time Out: **14:36**  
Authorized Date: **Not Author** By:

Form: General Fire  
Inspection Checklist 1.3

Next Inspection Date: **10/25/2018 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:

### 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.**



## Electrical Rooms / Electrical Wiring

### No Multiplug Adapters

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

**Status:** FAIL

**Notes:** Remove multi plug adapter.



### Surge Protector - Proper Installation

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

**Status:** FAIL

**Notes:** Office, mount surge protector to wall.



## Kitchen Hood System

### Proper Fryer Separation From Surface Flames

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

**Status:** FAIL

**Notes:** Need to add splash shield to left side of fryer.



### Cooking Equipment with Casters in Approved Floor Mounted Restraining Device

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

**Status:** FAIL

**Notes:** Need to add one floor mounted device to back right rear caster.



## Combustible, General & Outside Storage

### Proper Ceiling Clearance - 18"/24"

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

**Status:** FAIL

**Notes:** Middle storage racks, lower storage height. Must maintain 18 inches from storage to ceiling.



### 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:** Lid must be on container at all times.



## Compressed Gas Cylinders / LPG

### Compressed Gas Cylinders Secured or Chained

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

**Status:** FAIL

**Notes:** Will need 2nd chain at lower height for smaller cylinder.



### Additional Time Spent on Inspection:

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

**Notes:** No Additional time recorded

**Total Additional Time: 0 minutes**

**Inspection Time: 23 minutes**

**Total Time: 23 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: 09/25/2018 14:37

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

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

**Representative Signature:**

Signature of: Cesar salcido on 09/25/2018 14:38



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

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



**Applicant License Application ( BW0095674 )**

<b>Name of Applicant:</b>	<u>Atlas World Grill, Inc</u>		
<b>Name of Business (DBA):</b>	<u>Jimmy Jack's Rib Shack</u>		
<b>Address of Premises:</b>	<u>745 Community Dr Suite F</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) 351-9501</u>		
<b>Mailing</b>	<u>1940 Lower Muscatine Rd</u>		
<b>City</b>	<u>Iowa City</u>	<b>State</b>	<u>IA</u> <b>Zip:</b> <u>52240</u>

**Contact Person**

<b>Name</b>	<u>Jack Piper</u>		
<b>Phone:</b>	<u>(319) 351-9501</u>	<b>Email</b>	<u>jack@jimmyjacksribshack.com</u>

**Classification** Special Class C Liquor License (BW) (Beer/Wine)

**Term:** 12 months

**Effective Date:** 10/26/2018

**Expiration Date:** 10/25/2019

**Privileges:**

- Outdoor Service
- Special Class C Liquor License (BW) (Beer/Wine)
- 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**

**Jack Piper**

**First Name:** Jack **Last Name:** Piper  
**City:** Iowa City **State:** Iowa **Zip:** 52245  
**Position:** Co Owner  
**% of Ownership:** 50.00% **U.S. Citizen:** Yes

**James Adrian**

**First Name:** James **Last Name:** Adrian  
**City:** Iowa City **State:** Iowa **Zip:** 52245  
**Position:** co Owner  
**% of Ownership:** 50.00% **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Columbia National Insurance Company</u>
---------------------------	--------------------------------------------

**Insurance Company:** Columbia National Insurance Company

**Policy Effective Date:** 10/26/2018

**Policy Expiration** 10/26/2019

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer 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

September 27, 2018

Liquor License Check

Business: Jimmy Jack's  
745 Community Drive  
North Liberty, IA 52317

Owner: Jack Piper (DOB: 1969)  
James Adrian (DOB: 1971)

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

I recommend the license be granted.

Sergeant Chris Shine



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

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

**Legal Name of Applicant:** Jimmy Jack's

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

**Address of Business:** 745 Community Drive Suite F North Liberty IA

**Business Phone & Email:** jack@jimmyjacksribshack.com 319-321-3379

**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**



8/13/18

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:** Jimmy Jack's

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

**Address of Business:** 745 Community Drive Suite F North Liberty IA

**Business Phone & Email:** jack@jimmyjacksribshack.com 319-321-3379

**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: 2018.08.15 11:40:06 -0500

**North Liberty Fire Department:**

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

**Fire Inspector**

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

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

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

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

**Address of Business:** 745 Community Drive Suite F North Liberty IA

**Business Phone & Email:** jack@jimmyjacksribshack.com 319-321-3379

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

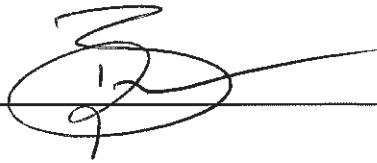
City Official

---

**North Liberty Fire Department:**

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

Fire Inspector



9/25/16

**Johnson County Health Department:**

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

Johnson County Public Health Official

---

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

# North Liberty Fire Department



Occupancy: **Jimmy Jack's Rib Shack**  
Occupancy ID: **CATT01**  
Address: **745 Community DR Building #612308001 Apt/Suite ##F**  
**North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**  
Inspection Date: **9/25/2018** By: **Hardin, Bryan E (01-1022)**  
Time In: **13:25** Time Out: **14:05**  
Authorized Date: **Not Authorized** By:

Form: General Fire  
Inspection Checklist 1.3

Next Inspection Date: **10/25/2018 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:

### Assembly Occupancies

#### Occupant Load Posted

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

**Status: FAIL**

**Notes: Post occupant load sign near main entrance.**

### 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.**

## Fire Extinguisher Unobstructed & Unobscured

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

**Status:** FAIL

**Notes:** Fire extinguisher is obstructed.



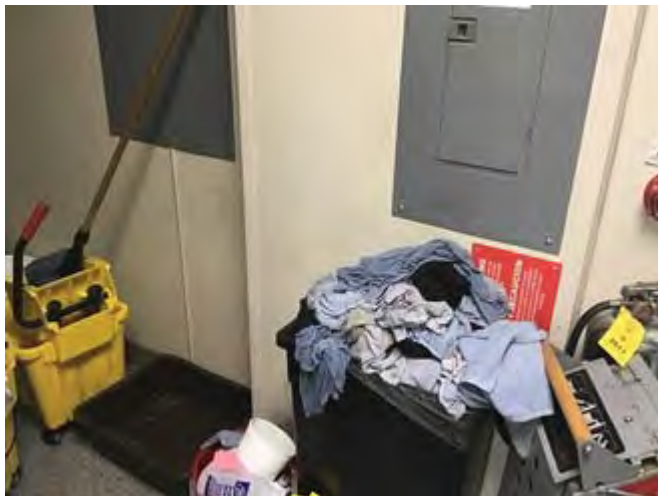
## Electrical Rooms / Electrical Wiring

### Electrical Equipment - 3 Feet Clearance in Front of Panel

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

**Status:** FAIL

**Notes:** Remove all storage below electrical panels.



## Kitchen Hood System

### Cooking Equipment with Casters in Approved Floor Mounted Restraining Device

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

**Status:** FAIL

**Notes:** Secure both charbroiled and fryer to wall with approved restraining cable. Both appliances also need to be moved into the provided floor mounted device.



## Exit Access & Doors

### Exits Unobstructed

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

**Status:** FAIL

**Notes:** Kitchen exit is currently obstructed by shelving. Remove shelving.





## Proper Door Locks and Latches

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

**Status:** FAIL

**Notes:** Freezer and cooler, current unlock kob is not allowed due to ada requirements of twisting and turning and requires special knowledge to unlock. Locking mechanism will need to be removed on both.



## Combustible, General & Outside Storage

### Proper Ceiling Clearance - 18"/24"

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

**Status:** FAIL

**Notes:** Must maintain at least 18 inches between top of storage and ceiling. Remove all storage on top of cooler & freezer. Lower shelving.





**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:** Rags used to clean kitchen need to be disposed of in approved metal container with lid.



**Additional Time Spent on Inspection:**

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

**Total Additional Time: 0 minutes**  
**Inspection Time: 40 minutes**  
**Total Time: 40 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: 09/25/2018 14:06

Signature

Date

**Representative Signature:**

Signature of: Kyle Crossett on 09/25/2018 14:06



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

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

**Applicant License Application ( LE0001945 )**

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

**Contact Person**

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

**Classification** Class E Liquor License (LE)

**Term:** 12 months

**Effective Date:** 07/15/2018

**Expiration Date:** 07/14/2019

**Privileges:**

Class B Wine Permit

Class E Liquor License (LE)

**Status of Business**

<b>BusinessType:</b> <u>Publicly Traded Corporation</u>
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u> <b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

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

**First Name:** 42-0935283      **Last Name:** CASEY'S GENERAL STORES, INC.  
**City:** ANKENY      **State:** Iowa      **Zip:** 50021-804  
**Position:** OWNER  
**% of Ownership:** 100.00%      **U.S. Citizen:** Yes

**MICHAEL RICHARDSON**

**First Name:** MICHAEL      **Last Name:** RICHARDSON  
**City:** PLEASANT HILL      **State:** Iowa      **Zip:** 50327  
**Position:** PRESIDENT  
**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**JULIA L. JACKOWSKI**

**First Name:** JULIA L.      **Last Name:** JACKOWSKI  
**City:** URBANDALE      **State:** Iowa      **Zip:** 50322  
**Position:** SECRETARY

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**James Pistillo**

**First Name:** James

**Last Name:** Pistillo

**City:** Urbandale

**State:** Iowa

**Zip:** 50323

**Position:** Treasurer

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**JOHN SOUPENE**

**First Name:** JOHN

**Last Name:** SOUPENE

**City:** ANKENY

**State:** Iowa

**Zip:** 50023

**Position:** VICE-PRESIDENT

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Merchants Bonding Company</u>	
<b>Policy Effective Date:</b> <u>07/15/2018</u>	<b>Policy Expiration</b> <u>01/01/1900</u>
<b>Bond Effective</b> <u>2</u>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>



Line #	Description	Quantity	UM	Unit Price	Total Price	Previous	Current			Completed		
						Quantity	Quantity	Amount	%	Quantity	Amount	%
1	P CLEARING AND GRUBBING EXCAVATION, CLASS 10,	1.000	ACRE	\$ 2,500.00	\$ 2,500.00	1.000	-	\$ -	0.00%	1.000	\$ 2,500.00	100.00%
2	P ROADWAY AND BORROW	57,023.000	CY	\$ 5.25	\$ 299,370.75	40,000.000	-	\$ -	0.00%	40,000.000	\$ 210,000.00	70.15%
3	P TOPSOIL, STRIP, SALVAGE AND SPREAD	9,520.000	CY	\$ 4.30	\$ 40,936.00	5,600.000	-	\$ -	0.00%	5,600.000	\$ 24,080.00	58.82%
4	P SUBGRADE TREATMENT	26,350.000	SY	\$ 0.55	\$ 14,492.50	11,851.880	2,646.240	\$ 1,455.43	10.04%	14,498.120	\$ 7,973.97	55.02%
5	P MODIFIED SUBBASE	4,680.000	CY	\$ 25.75	\$ 120,510.00	1,924.190	298.420	\$ 7,684.32	6.38%	2,222.610	\$ 57,232.21	47.49%
6	P SHOULDER CONSTRUCTION, EARTH	119.000	STA	\$ 150.00	\$ 17,850.00	-	-	\$ -	0.00%	-	\$ -	0.00%
7	M MACADAM STONE BASE	330.000	TON	\$ 27.00	\$ 8,910.00	14.810	298.420	\$ 8,057.34	90.43%	313.230	\$ 8,457.21	94.92%
8	A RELOCATION OF MAIL BOXES	3.000	EA	\$ 375.00	\$ 1,125.00	-	-	\$ -	0.00%	-	\$ -	0.00%
9	STD / S-F PCC PAVEMENT, CLASS C, CLASS 3DURABILITY, 10 IN.	22,715.000	SY	\$ 46.50	\$ 1,056,247.50	12,699.660	5,145.130	\$ 239,248.55	22.65%	17,844.790	\$ 829,782.74	78.56%
10	P TEMPORARY PAVEMENT	1,650.000	SY	\$ 51.75	\$ 85,387.50	1,650.000	-	\$ -	0.00%	1,650.000	\$ 85,387.50	100.00%
11	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	20,444.000	EA	\$ 1.00	\$ 20,444.00	-	-	\$ -	0.00%	-	\$ -	0.00%
12	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS	17,810.000	EA	\$ 1.00	\$ 17,810.00	-	-	\$ -	0.00%	-	\$ -	0.00%
13	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	55.000	TON	\$ 17.00	\$ 935.00	-	-	\$ -	0.00%	-	\$ -	0.00%
14	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	1,028.000	TON	\$ 17.00	\$ 17,476.00	-	-	\$ -	0.00%	-	\$ -	0.00%
15	P REMOVALS, AS PER PLAN	1.000	LS	\$ 2,500.00	\$ 2,500.00	1.000	-	\$ -	0.00%	1.000	\$ 2,500.00	100.00%
16	M PRECAST CONCRETE BOX CULVERT, 10 FT. X 3 FT.	115.000	LF	\$ 745.00	\$ 85,675.00	-	115.000	\$ 85,675.00	100.00%	115.000	\$ 85,675.00	100.00%
17	M PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 10 FT. X 3 FT.	2.000	EA	\$ 4,000.00	\$ 8,000.00	-	2.000	\$ 8,000.00	100.00%	2.000	\$ 8,000.00	100.00%
18	M APRONS, CONCRETE, 18 IN. DIA.	4.000	EA	\$ 800.00	\$ 3,200.00	1.000	1.000	\$ 800.00	25.00%	2.000	\$ 1,600.00	50.00%
19	M APRONS, CONCRETE, 24 IN. DIA.	11.000	EA	\$ 915.00	\$ 10,065.00	10.000	-	\$ -	0.00%	10.000	\$ 9,150.00	90.91%
20	M APRONS, CONCRETE, 30 IN. DIA.	2.000	EA	\$ 1,100.00	\$ 2,200.00	2.000	-	\$ -	0.00%	2.000	\$ 2,200.00	100.00%
21	M APRONS, CONCRETE, 36 IN. DIA.	1.000	EA	\$ 1,270.00	\$ 1,270.00	1.000	-	\$ -	0.00%	1.000	\$ 1,270.00	100.00%
22	M MANHOLE, SANITARY SEWER, SW-301, 48 IN.	2.000	EA	\$ 4,300.00	\$ 8,600.00	2.000	-	\$ -	0.00%	2.000	\$ 8,600.00	100.00%
23	M MANHOLE, STORM SEWER, SW-401, 48 IN.	2.000	EA	\$ 2,700.00	\$ 5,400.00	2.000	-	\$ -	0.00%	2.000	\$ 5,400.00	100.00%
24	M MANHOLE, STORM SEWER, SW-401, 60 IN.	2.000	EA	\$ 4,250.00	\$ 8,500.00	2.000	-	\$ -	0.00%	2.000	\$ 8,500.00	100.00%
25	M INTAKE, SW-505	1.000	EA	\$ 4,500.00	\$ 4,500.00	0.500	-	\$ -	0.00%	0.500	\$ 2,250.00	50.00%
26	M INTAKE, SW-510	45.000	EA	\$ 4,000.00	\$ 180,000.00	22.000	4.000	\$ 16,000.00	8.89%	26.000	\$ 104,000.00	57.78%
27	M INTAKE, SW-512, 30-IN.	1.000	EA	\$ 1,850.00	\$ 1,850.00	1.000	-	\$ -	0.00%	1.000	\$ 1,850.00	100.00%
28	M SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	8,912.000	LF	\$ 7.00	\$ 62,384.00	4,879.000	3,573.000	\$ 25,011.00	40.09%	8,452.000	\$ 59,164.00	94.84%
29	M TILE, 10 IN. DIA.	104.000	LF	\$ 27.00	\$ 2,808.00	-	104.000	\$ 2,808.00	100.00%	104.000	\$ 2,808.00	100.00%
30	M SUBDRAIN RISER, 6 IN., AS PER PLAN	15.000	EA	\$ 325.00	\$ 4,875.00	8.000	-	\$ -	0.00%	8.000	\$ 2,600.00	53.33%
31	M SUBDRAIN OUTLET, DR-303	63.000	EA	\$ 110.00	\$ 6,930.00	30.000	27.000	\$ 2,970.00	42.86%	57.000	\$ 6,270.00	90.48%
32	M SUBDRAIN OUTLET, DR-305	1.000	EA	\$ 350.00	\$ 350.00	-	1.000	\$ 350.00	100.00%	1.000	\$ 350.00	100.00%
33	M STORM SEWER GRAVITY MAIN, TRENCHED, (RCP), 2000D (CLASS III), 15 IN.	1,306.000	LF	\$ 40.00	\$ 52,240.00	1,306.000	-	\$ -	0.00%	1,306.000	\$ 52,240.00	100.00%
34	M STORM SEWER GRAVITY MAIN, TRENCHED, (RCP), 2000D (CLASS III), 18 IN.	2,005.000	LF	\$ 45.50	\$ 91,227.50	1,930.000	40.000	\$ 1,820.00	2.00%	1,970.000	\$ 89,635.00	98.25%
35	M STORM SEWER GRAVITY MAIN, TRENCHED, (RCP), 2000D (CLASS III), 24 IN.	1,833.000	LF	\$ 54.50	\$ 99,898.50	1,795.000	38.000	\$ 2,071.00	2.07%	1,833.000	\$ 99,898.50	100.00%
36	M STORM SEWER GRAVITY MAIN, TRENCHED, (RCP), 2000D (CLASS III), 30 IN.	164.000	LF	\$ 84.00	\$ 13,776.00	164.000	-	\$ -	0.00%	164.000	\$ 13,776.00	100.00%
37	M STORM SEWER GRAVITY MAIN, TRENCHED, (RCP), 2000D (CLASS III), 36 IN.	378.000	LF	\$ 90.00	\$ 34,020.00	378.000	-	\$ -	0.00%	378.000	\$ 34,020.00	100.00%
38	M REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	1,322.000	LF	\$ 6.00	\$ 7,932.00	495.000	794.000	\$ 4,764.00	60.06%	1,289.000	\$ 7,734.00	97.50%
39	M SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	127.000	LF	\$ 65.00	\$ 8,255.00	127.000	-	\$ -	0.00%	127.000	\$ 8,255.00	100.00%
40	M REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	167.000	LF	\$ 25.00	\$ 4,175.00	167.000	-	\$ -	0.00%	167.000	\$ 4,175.00	100.00%
41	M REMOVE WATER MAIN	499.000	LF	\$ 7.00	\$ 3,493.00	499.000	-	\$ -	0.00%	499.000	\$ 3,493.00	100.00%
42	M REVETMENT, CLASS E	614.000	TON	\$ 45.00	\$ 27,630.00	139.120	421.790	\$ 18,980.55	68.70%	560.910	\$ 25,240.95	91.35%
43	P EROSION STONE	580.000	TON	\$ 31.00	\$ 17,980.00	-	-	\$ -	0.00%	-	\$ -	0.00%
44	P REMOVAL OF PAVEMENT	4,485.000	SY	\$ 3.75	\$ 16,818.75	2,531.000	-	\$ -	0.00%	2,531.000	\$ 9,491.25	56.43%
45	M REMOVAL OF INTAKES AND UTILITY ACCESSES	7.000	EA	\$ 600.00	\$ 4,200.00	7.000	-	\$ -	0.00%	7.000	\$ 4,200.00	100.00%
46	P REMOVAL OF SIDEWALK	653.000	SY	\$ 2.25	\$ 1,469.25	653.000	-	\$ -	0.00%	653.000	\$ 1,469.25	100.00%
47	M SIDEWALK, P.C. CONCRETE, 6IN.	5,300.000	SY	\$ 50.00	\$ 265,000.00	-	-	\$ -	0.00%	-	\$ -	0.00%
48	M DETECTABLE WARNINGS	224.000	SF	\$ 42.00	\$ 9,408.00	-	-	\$ -	0.00%	-	\$ -	0.00%
49	M DRIVEWAY, P.C. CONCRETE, 6 IN.	394.000	SY	\$ 35.00	\$ 13,790.00	-	-	\$ -	0.00%	-	\$ -	0.00%
50	M DRIVEWAY, P.C. CONCRETE, 7 IN.	356.000	SY	\$ 37.00	\$ 13,172.00	-	-	\$ -	0.00%	-	\$ -	0.00%
51	S FENCE, FIELD	2,835.000	LF	\$ 9.90	\$ 28,066.50	-	780.000	\$ 7,722.00	27.51%	780.000	\$ 7,722.00	27.51%
52	S GATE, FIELD FENCE, 20 FT.	1.000	EA	\$ 500.00	\$ 500.00	-	-	\$ -	0.00%	-	\$ -	0.00%
53	S GATE, FIELD FENCE, 24 FT.	1.000	EA	\$ 550.00	\$ 550.00	-	-	\$ -	0.00%	-	\$ -	0.00%
54	S REMOVAL OF FENCE, FIELD	4,632.000	LF	\$ 1.25	\$ 5,790.00	4,632.000	785.000	\$ 981.25	16.95%	5,417.000	\$ 6,771.25	116.95%
55	N ELECTRICAL CIRCUITS	1,830.000	LF	\$ 12.00	\$ 21,960.00	1,274.344	-	\$ -	0.00%	1,274.344440	\$ 15,292.13	69.64%
56	N HANDHOLES AND JUNCTION BOXES	5.000	EA	\$ 750.00	\$ 3,750.00	-	-	\$ -	0.00%	-	\$ -	0.00%
57	N CONTROL CABINET	1.000	EA	\$ 9,500.00	\$ 9,500.00	0.519	-	\$ -	0.00%	0.519	\$ 4,930.50	51.90%
58	N LIGHT POLES	11.000	EA	\$ 4,950.00	\$ 54,450.00	-	-	\$ -	0.00%	-	\$ -	0.00%
59	A REMOVAL OF TYPE A SIGN ASSEMBLY	10.000	EA	\$ 100.00	\$ 1,000.00	10.000	-	\$ -	0.00%	10.000	\$ 1,000.00	100.00%
60	A REMOVE AND REINSTALL SIGN, AS PER PLAN	4.000	EA	\$ 125.00	\$ 500.00	-	-	\$ -	0.00%	-	\$ -	0.00%



Line #	Description	Quantity	UM	Unit Price	Total Price	Previous Quantity	Quantity	Current Amount	%	Quantity	Completed Amount	%
61	A PERFORATED SQUARE STEEL TUBE POSTS	390.000	LF	\$ 8.00	\$ 3,120.00	-	-	\$ -	0.00%	-	\$ -	0.00%
62	A PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	16.000	EA	\$ 85.00	\$ 1,360.00	-	-	\$ -	0.00%	-	\$ -	0.00%
63	A PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY CONCRETE INSTALLATION	12.000	EA	\$ 200.00	\$ 2,400.00	-	-	\$ -	0.00%	-	\$ -	0.00%
64	A TYPE A SIGNS, SHEET ALUMINUM	238.000	SF	\$ 16.00	\$ 3,808.00	-	-	\$ -	0.00%	-	\$ -	0.00%
65	A PAINTED PAVEMENT MARKINGS, DURABLE	165.000	STA	\$ 75.00	\$ 12,375.00	-	-	\$ -	0.00%	-	\$ -	0.00%
66	A PAINTED SYMBOLS AND LEGENDS, DURABLE	10.000	EA	\$ 225.00	\$ 2,250.00	-	-	\$ -	0.00%	-	\$ -	0.00%
67	A WET RETROREFLECTIVE REMOVEABLE TAPE MARKINGS	24.000	STA	\$ 135.00	\$ 3,240.00	-	-	\$ -	0.00%	-	\$ -	0.00%
68	AP* TRAFFIC CONTROL	1.000	LS	\$ 22,000.00	\$ 22,000.00	0.173	-	\$ -	0.00%	0.173	\$ 3,806.00	17.30%
69	ACMNP MOBILIZATION	1.000	LS	\$ 133,000.00	\$ 133,000.00	1.000	-	\$ -	0.00%	1.000	\$ 133,000.00	100.00%
70	S BIODEGRADABLE EROSION CONTROL BLANKET	3,155.000	SQ	\$ 16.00	\$ 50,480.00	-	-	\$ -	0.00%	-	\$ -	0.00%
71	S PERMANENT SEEDING, FERTILIZING AND HYDRAULIC EROSION CONTROL - TYPE 1	6.100	AC	\$ 3,600.00	\$ 21,960.00	-	-	\$ -	0.00%	-	\$ -	0.00%
72	S PERMANENT SEEDING, FERTILIZING AND HYDRAULIC EROSION CONTROL - TYPE 2	5.700	AC	\$ 3,200.00	\$ 18,240.00	-	-	\$ -	0.00%	-	\$ -	0.00%
73	S STABILIZING CROP, FERTILIZING AND HYDRAULIC EROSION CONTROL - TYPE 4	11.800	AC	\$ 800.00	\$ 9,440.00	1.000	-	\$ -	0.00%	1.000	\$ 800.00	8.47%
74	S PERMEABLE DITCH CHECKS	185.000	LF	\$ 8.00	\$ 1,480.00	-	-	\$ -	0.00%	-	\$ -	0.00%
75	S COMPOST FILTER TUBE (8-IN.DIA.) OR SILT FENCE	21,115.000	LF	\$ 1.50	\$ 31,672.50	4,624.000	-	\$ -	0.00%	4,624.000	\$ 6,936.00	21.90%
76	S REMOVAL OF COMPOST FILTER TUBE, SILT FENCE, OR DITCH CHECKS	21,300.000	LF	\$ 0.15	\$ 3,195.00	-	-	\$ -	0.00%	-	\$ -	0.00%
77	S MAINTENANCE OF COMPOST FILTER TUBE, SILT FENCE OR DITCH CHECKS	21,300.000	LF	\$ 0.05	\$ 1,065.00	-	-	\$ -	0.00%	-	\$ -	0.00%
78	P TEMPORARY SEDIMENT CONTROL BASIN	9.000	EA	\$ 570.00	\$ 5,130.00	-	-	\$ -	0.00%	-	\$ -	0.00%
79	P REMOVAL OF TEMPORARY SEDIMENT CONTROL BASIN	9.000	EA	\$ 1,435.00	\$ 12,915.00	-	-	\$ -	0.00%	-	\$ -	0.00%
80	P MAINTENANCE OF TEMPORARY SEDIMENT CONTROL BASIN	9.000	EA	\$ 285.00	\$ 2,565.00	-	-	\$ -	0.00%	-	\$ -	0.00%
81	S* INTAKE PROTECTION BAG OR FILTER SACK	1.000	EA	\$ 158.53	\$ 158.53	-	-	\$ -	0.00%	-	\$ -	0.00%
82	S MOBILIZATIONS, EROSIONCONTROL	6.000	EA	\$ 300.00	\$ 1,800.00	2.000	-	\$ -	0.00%	2.000	\$ 600.00	33.33%
83	S MOBILIZATIONS, EMERGENCY EROSION CONTROL	2.000	EA	\$ 500.00	\$ 1,000.00	-	-	\$ -	0.00%	-	\$ -	0.00%
84	C PCC PAVERS, 8 CM, W/BITUMINOUS SETTING BED	1,054.000	SY	\$ 145.40	\$ 153,251.60	-	-	\$ -	0.00%	-	\$ -	0.00%
85	C PCC PAVER EDGER, 1.5 FT	378.000	LF	\$ 28.00	\$ 10,584.00	-	-	\$ -	0.00%	-	\$ -	0.00%
86	C SUBSLAB, PCC, 4 IN. FOR PCCPAVERS	1,054.000	SY	\$ 45.00	\$ 47,430.00	-	-	\$ -	0.00%	-	\$ -	0.00%
87	C AMENDED SOIL	320.000	CY	\$ 59.00	\$ 18,880.00	-	-	\$ -	0.00%	-	\$ -	0.00%
88	C ORNAMENTAL GRASSES, 1GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	276.000	EA	\$ 13.00	\$ 3,588.00	-	-	\$ -	0.00%	-	\$ -	0.00%
89	C PERENNIAL PLANTS, 1 GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	260.000	EA	\$ 12.50	\$ 3,250.00	-	-	\$ -	0.00%	-	\$ -	0.00%
90	C SHRUBS, 3 GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	212.000	EA	\$ 24.55	\$ 5,204.60	-	-	\$ -	0.00%	-	\$ -	0.00%
91	C TREES, 6'-8' HGT., FURNISHED AND INSTALLED (WITH WARRANTY)	15.000	EA	\$ 309.50	\$ 4,642.50	-	-	\$ -	0.00%	-	\$ -	0.00%
92	C* WATERING FOR PLANTS	22.000	MGAL	\$ 433.66	\$ 9,540.52	-	-	\$ -	0.00%	-	\$ -	0.00%
93	C LIMESTONE OUTCROPPING	365.000	SF	\$ 86.80	\$ 31,682.00	-	-	\$ -	0.00%	-	\$ -	0.00%
94	C* DECORATIVE ROCK MULCH	45.000	TON	\$ 300.00	\$ 13,500.00	-	-	\$ -	0.00%	-	\$ -	0.00%
95	M WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	6,480.000	LF	\$ 31.00	\$ 200,880.00	211.000	4,329.000	\$ 134,199.00	66.81%	4,540.000	\$ 140,740.00	70.06%
96	M WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	120.000	LF	\$ 83.00	\$ 9,960.00	-	-	\$ -	0.00%	-	\$ -	0.00%
97	M FITTINGS BY COUNT, DUCTILE IRON,	17.000	EA	\$ 525.00	\$ 8,925.00	5.000	11.000	\$ 5,775.00	64.71%	16.000	\$ 8,400.00	94.12%
98	M VALVE, GATE, DIP, 12 IN.	14.000	EA	\$ 2,275.00	\$ 31,850.00	2.000	10.000	\$ 22,750.00	71.43%	12.000	\$ 27,300.00	85.71%
99	M FIRE HYDRANT ASSEMBLY, WM-201	16.000	EA	\$ 4,300.00	\$ 68,800.00	-	10.000	\$ 43,000.00	62.50%	10.000	\$ 43,000.00	62.50%
	Original Contract Cost				\$ 3,880,275.00							
	Value of Work Completed					\$ 1,651,404.01		\$ 640,122.44	16.50%		\$ 2,291,526.46	59.06%
	Materials Stored on Site		\$ 1.00	\$ -		\$ -		\$ -	0.00%		\$ -	0.00%
	Value of Work Completed and Materials Stored					\$ 1,651,404.01		\$ 640,122.44			\$ 2,291,526.46	
	Approved Change Orders											
100	Painted Pavement Markings, Waterborne	24.000	STA	\$ 71.50	\$ 1,716.00	24.280	-	\$ -	0.00%	24.280	\$ 1,736.02	101.17%
101	ITC #3 Sanitary Sewer	1.000	LS	\$ 25,546.78	\$ 25,546.78	1.000	-	\$ -	0.00%	1.000	\$ 25,546.78	100.00%
102	CO#2 ITC #7 Intake Revision	1.000	LS	\$ 5,313.61	\$ 5,313.61	-	0.500	\$ 2,656.81	50.00%	0.500	\$ 2,656.81	50.00%
	Total Change Orders				\$ 32,576.39	\$ 27,282.80		\$ 2,656.81	8.16%		\$ 29,939.61	91.91%
	Original Contract Cost & Change Orders				\$ 3,912,851.39							
	Value of Work Completed, Materials Stored & Change Orders					\$ 1,678,686.81		\$ 642,779.25	16.43%		\$ 2,321,466.07	59.33%
	Less Retainage 5.00%					\$ 83,934.34		\$ 32,138.96			\$ 116,073.30	
	Net Amount Due Including This Statement					\$ 1,594,752.47		\$ 610,640.29			\$ 2,205,392.77	
	Less Previous Payments					\$ 1,594,752.47					\$ 1,594,752.47	
	Balance Due This Request					\$ -					\$ 610,640.30	

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

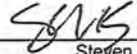
NORTH LIBERTY KANSAS RISE IMPROVEMENTS

PAY APP# 5  
DATE 9/28/2018  
PAGE 3 OF 3

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous Quantity	Quantity	Current Amount	%	Quantity	Completed Amount	%
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CONTRACTOR:

STREB CONSTRUCTION CO., INC.



Steven M. Streb

Title: Vice President

Date: October 2, 2018

ENGINEER:

SHIVE-HATTERY, INC.



Michael J. Janecek

Title: Civil Engineer

Date: October 2, 2018

OWNER:

CITY OF NORTH LIBERTY

Ryan Heiar

Title: City Administrator

Date:



Date of Issuance:	Effective Date: 10/09/18
Owner: City of North Liberty	Owner's Contract No.: NA
Contractor: Streb Construction	Contractor's Project No.: 18-078-2
Engineer: Shive-Hattery, Inc.	Engineer's Project No.: 1172280
Project: Kansas Avenue RISE Improvements	Contract Name: -

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

Description:

- 1) A proposed storm intake was found to be in conflict with an existing sanitary force main and required modification to shift the intake structure below the road. The cost associated with labor and materials for this change is attached. **Add \$5,313.61**
- 2) Additional pavement reinforcement is to be added in the panels directly above and adjacent to the 3'x10' box culvert on the project to further prevent cracking and settlement issues. A cost breakdown is attached. **Add \$8,904.00**

Attachments: *ITC 07, Streb CR-7; Streb CR-8, ITC 08*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 3,880,275.00</u>	Original Contract Times: Substantial Completion: <u>100 Working Days</u> Ready for Final Payment: <u>20 Working Days</u>
Increase from previously approved Change Order No.:1 <u>\$25,546.78</u>	Increase from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____
Contract Price prior to this Change Order: <u>\$ 3,905,821.78</u>	Contract Times prior to this Change Order: Substantial Completion: <u>100 Working Days</u> Ready for Final Payment: <u>20 Working Days</u> days or dates
Increase of this Change Order: <u>\$14,217.61</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price incorporating this Change Order: <u>\$3,920,039.39</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>100 Working Days</u> Ready for Final Payment: <u>20 Working Days</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title: _____	Title: ASSISTANT SECRETARY	Title: _____	Title: _____	Title: _____
Date: 10/01/18	Date: _____	Date: 10/1/18	Date: _____	Date: _____	Date: _____



NORTH LIBERTY FRONT STREET IMPROVEMENTS PROJECT											PAY APPLICATION NUMBER: 7	
NORTH LIBERTY, IA											FOR WORK THROUGH: 9/28/2018	
PROJECT NO. 117230-0												
ITE M #	ITEM NAME	QTY	UNIT	UNIT PRICE	EXTENSION	PREVIOUS QTY	CURRENT QTY	CURRENT AMOUNT	%	JTD QTY	JTD AMOUNT	JTD %
10	EXCAVATION, CLASS 10, ROADWAY AND BORROW	942	CY	\$ 25.00	\$ 23,550.00	942.00	0.00	\$ -	0%	942.00	\$ 23,550.00	100%
20	TOPSOIL, FURNISH AND SPREAD	800	CY	\$ 21.70	\$ 17,360.00	801.30	0.00	\$ -	0%	801.30	\$ 17,388.21	100%
30	MODIFIED SUBBASE	950	CY	\$ 34.00	\$ 32,300.00	950.00	0.00	\$ -	0%	950.00	\$ 32,300.00	100%
40	RELOCATION OF MAIL BOXES STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	31	EACH	\$ 100.00	\$ 3,100.00	31.00	0.00	\$ -	0%	31.00	\$ 3,100.00	100%
50	REMOVALS, AS PER PLAN	5,045	SY	\$ 42.00	\$ 211,890.00	5114.36	15.25	\$ -	0%	5,114.36	\$ 214,803.12	101%
60	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	1	LS	\$ 1,200.00	\$ 1,200.00	1.00	0.00	\$ -	0%	1.00	\$ 1,200.00	100%
70	MANHOLE, STORM SEWER, SW-401, 48 IN.	6	EACH	\$ 3,800.00	\$ 22,800.00	6.00	0.00	\$ -	0%	6.00	\$ 22,800.00	100%
80	MANHOLE, STORM SEWER, SW-401, 48 IN.	2	EACH	\$ 2,200.00	\$ 4,400.00	2.00	0.00	\$ -	0%	2.00	\$ 4,400.00	100%
90	MANHOLE, STORM SEWER, SW-401, 84 IN.	1	EACH	\$ 7,500.00	\$ 7,500.00	1.00	0.00	\$ -	0%	1.00	\$ 7,500.00	100%
100	INTAKE, SW-509	14	EACH	\$ 3,800.00	\$ 53,200.00	14.00	0.00	\$ -	0%	14.00	\$ 53,200.00	100%
110	INTAKE, SW-510	4	EACH	\$ 4,100.00	\$ 16,400.00	4.00	0.00	\$ -	0%	4.00	\$ 16,400.00	100%
120	INTAKE, SW-512, 24 IN.	5	EACH	\$ 1,350.00	\$ 6,750.00	7.00	0.00	\$ -	0%	7.00	\$ 9,450.00	140%
130	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	2,675	LF	\$ 10.20	\$ 27,285.00	2661.00	0.00	\$ -	0%	2,661.00	\$ 27,142.20	99%
140	SUBDRAIN, TILE, 4 IN. DIA.	25	LF	\$ 20.00	\$ 500.00	25.00	0.00	\$ -	0%	25.00	\$ 500.00	100%
150	SUBDRAIN OUTLET, DR-303	45	EACH	\$ 260.00	\$ 11,700.00	45.00	0.00	\$ -	0%	45.00	\$ 11,700.00	100%
160	SUBDRAIN, TILE, CORUGATED POLYETHYLENE TUBING PERFEROATED PIPE, 10 IN.	337	LF	\$ 35.00	\$ 11,795.00	300.00	0.00	\$ -	0%	300.00	\$ 10,500.00	89%
170	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	20	LF	\$ 52.00	\$ 1,040.00	20.00	0.00	\$ -	0%	20.00	\$ 1,040.00	100%
180	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	544	LF	\$ 59.00	\$ 32,096.00	544.00	0.00	\$ -	0%	544.00	\$ 32,096.00	100%
190	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	255	LF	\$ 60.00	\$ 15,300.00	255.00	0.00	\$ -	0%	255.00	\$ 15,300.00	100%
200	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	376	LF	\$ 70.00	\$ 26,320.00	376.00	0.00	\$ -	0%	376.00	\$ 26,320.00	100%
210	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.	316	LF	\$ 78.00	\$ 24,648.00	316.00	0.00	\$ -	0%	316.00	\$ 24,648.00	100%
220	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	1,410	LF	\$ 11.20	\$ 15,792.00	1410.00	0.00	\$ -	0%	1,410.00	\$ 15,792.00	100%
230	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	1,500	LF	\$ 33.00	\$ 49,500.00	1460.00	0.00	\$ -	0%	1,460.00	\$ 48,180.00	97%
240	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	900	LF	\$ 49.75	\$ 44,775.00	900.00	0.00	\$ -	0%	900.00	\$ 44,775.00	100%
250	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	2,450	LF	\$ 1.30	\$ 3,185.00	2450.00	0.00	\$ -	0%	2,450.00	\$ 3,185.00	100%
260	REMOVAL OF WATER MAIN	2,357	LF	\$ 15.15	\$ 35,708.55	2357.00	0.00	\$ -	0%	2,357.00	\$ 35,708.55	100%
270	REMOVAL OF PAVEMENT	4,400	SY	\$ 5.50	\$ 24,200.00	4464.65	0.00	\$ -	0%	4,464.65	\$ 24,555.58	101%
280	REMOVAL OF INTAKES AND UTILITY ACCESSES	12	EACH	\$ 330.00	\$ 3,960.00	12.00	0.00	\$ -	0%	12.00	\$ 3,960.00	100%
290	REMOVAL OF SIDEWALK	1,212	SY	\$ 3.30	\$ 3,999.60	1281.00	0.00	\$ -	0%	1,281.00	\$ 4,227.30	106%
300	SIDEWALK, P.C. CONCRETE, 5 IN.	1,500	SY	\$ 38.00	\$ 57,000.00	1567.00	0.00	\$ -	0%	1,567.00	\$ 59,546.00	104%
310	DETECTABLE WARNINGS	278	SF	\$ 40.00	\$ 11,120.00	278.00	0.00	\$ -	0%	278.00	\$ 11,120.00	100%
320	DRIVEWAY, P.C. CONCRETE, 6 IN.	790	SY	\$ 42.00	\$ 33,180.00	809.90	0.00	\$ -	0%	809.90	\$ 34,015.80	103%
330	REMOVAL OF PAVED DRIVEWAY	700	SY	\$ 2.20	\$ 1,540.00	721.00	0.00	\$ -	0%	721.00	\$ 1,586.20	103%
340	REMOVAL OF TYPE A SIGN	20	EACH	\$ 83.22	\$ 1,664.40	20.00	0.00	\$ -	0%	20.00	\$ 1,664.40	100%



350	PERFORATED SQUARE STEEL TUBE POSTS	243	LF	\$	7.76	\$	1,885.68	243.00	0.00	\$ -	0%	243.00	\$	1,885.68	100%	
360	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	19	EACH	\$	83.14	\$	1,579.66	19.00	0.00	\$ -	0%	19.00	\$	1,579.66	100%	
370	TYPE A SIGNS, SHEET ALUMINUM	94	SF	\$	16.63	\$	1,563.22	94.00	0.00	\$ -	0%	94.00	\$	1,563.22	100%	
380	PAINTED PAVEMENT MARKINGS, EPOXY	58	STA	\$	100.00	\$	5,800.00	71.80	0.00	\$ -	0%	71.80	\$	7,180.00	124%	
390	TRAFFIC CONTROL	1	LS	\$	32,352.91	\$	32,352.91	1.00		\$ -	0%	1.00	\$	32,352.91	100%	
400	MOBILIZATION	1	LS	\$	21,966.23	\$	21,966.23	1.00	0.00	\$ -	0%	1.00	\$	21,966.23	100%	
410	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	1,301	LF	\$	40.00	\$	52,040.00	1315.00	0.00	\$ -	0%	1,315.00	\$	52,600.00	101%	
420	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6 IN.	145	LF	\$	56.00	\$	8,120.00	153.00	0.00	\$ -	0%	153.00	\$	8,568.00	106%	
430	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 12 IN.	12	LF	\$	245.00	\$	2,940.00	12.00	0.00	\$ -	0%	12.00	\$	2,940.00	100%	
440	FITTINGS BY COUNT, DUCTILE IRON,	22	EACH	\$	410.00	\$	9,020.00	26.00	0.00	\$ -	0%	26.00	\$	10,660.00	118%	
450	WATER SERVICE STUB, PVC, 1 IN.	894	LF	\$	29.00	\$	25,926.00	894.00	0.00	\$ -	0%	894.00	\$	25,926.00	100%	
460	WATER SERVICE CORPORATION, PVC, 1 IN.	28	EACH	\$	55.00	\$	1,540.00	28.00	0.00	\$ -	0%	28.00	\$	1,540.00	100%	
470	WATER SERVICE CURB STOP AND BOX, PVC, 1 IN.	28	EACH	\$	130.00	\$	3,640.00	28.00	0.00	\$ -	0%	28.00	\$	3,640.00	100%	
480	VALVE, GATE, DIP, 6 IN.	13	EACH	\$	1,600.00	\$	20,800.00	13.00	0.00	\$ -	0%	13.00	\$	20,800.00	100%	
490	VALVE, GATE, DIP, 12 IN.	2	EACH	\$	2,100.00	\$	4,200.00	2.00	0.00	\$ -	0%	2.00	\$	4,200.00	100%	
500	FIRE HYDRANT ASSEMBLY, WM-201	4	EACH	\$	3,860.00	\$	15,440.00	4.00	0.00	\$ -	0%	4.00	\$	15,440.00	100%	
510	UNIT PAVERS	72	SF	\$	35.00	\$	2,520.00	72.00	0.00	\$ -	0%	72.00	\$	2,520.00	100%	
520	MULCHING FLEXIBLE GROWTH MEDIUM	1	ACRE	\$	2,100.00	\$	2,100.00	1.00	0.00	\$ -	0%	1.00	\$	2,100.00	100%	
530	PERMANENT HYDRAULIC SEEDING	1	ACRE	\$	2,000.00	\$	2,000.00	1.00	0.00	\$ -	0%	1.00	\$	2,000.00	100%	
540	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	1	ACRE	\$	400.00	\$	400.00	1.00	0.00	\$ -	0%	1.00	\$	400.00	100%	
550	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 8-INCH DIA.	5,035	LF	\$	1.90	\$	9,566.50	600.00	0.00	\$ -	0%	600.00	\$	1,140.00	12%	
560	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	5,035	LF	\$	0.35	\$	1,762.25	600.00	0.00	\$ -	0%	600.00	\$	210.00	12%	
570	CURB INLET FILTER	4	EACH	\$	125.00	\$	500.00	4.00	0.00	\$ -	0%	4.00	\$	500.00	100%	
580	INTAKE PROTECTION BAG OR FILTER SACK	12	EACH	\$	125.00	\$	1,500.00	15.00	0.00	\$ -	0%	15.00	\$	1,875.00	125%	
590	MOBILIZATIONS, EROSION CONTROL	4	EACH	\$	640.00	\$	2,560.00	2.00	0.00	\$ -	0%	2.00	\$	1,280.00	50%	
TOTAL CONTRACT:							\$1,068,481.00									
Change Orders																
C01																
CR1	T&M work for water service repair	1.00	LS	\$	10,104.74	\$	10,104.74	1.00	0.00	\$ -	0%	1	\$	10,104.74	100%	
CR3	Water Main Utility Delays	1.00	LS	\$	13,447.37	\$	13,447.37	1.00	0.00	\$ -	0%	1	\$	13,447.37	100%	
CR4	MH#3 Gas Conflict	1.00	LS	\$	2,323.54	\$	2,323.54	1.00	0.00	\$ -	0%	1	\$	2,323.54	100%	
CR6	Flowable Fill of existing Water Ma	1.00	LS	\$	(26,024.55)	\$	(26,024.55)	1.00	0.00	\$ -	0%	1	\$	(26,024.55)	100%	
CO2																
CR5	541 Modified Intake Top	1.00	LS	\$	2,193.05	\$	2,193.05	1.00	0.00	\$ -	0%	1	\$	2,193.05	100%	
CR7	Cleanout Riser & Casting	1.00	LS	\$	1,340.00	\$	1,340.00	1.00	0.00	\$ -	0%	1	\$	1,340.00	100%	
TOTAL CHANGE ORDERS:							\$	3,384.15								
VALUE OF COMPLETED WORK:										\$	-	0%	\$	1,071,904.21	100%	
LESS RETAINAGE (0%):										\$	53,595.21		\$	(53,595.21)		
NET AMOUNT DUE:										\$	53,595.21		\$	1,071,904.21		
LESS PREVIOUS PAYMENTS:										\$			\$	1,018,309.00		
AMOUNT DUE THIS REQUEST:										\$			\$	53,595.21		
SIGNATURES:																
CONTRACTOR				ENGINEER:				OWNER:								
DAVE SCHMITT CONSTRUCTION				SHIVE-HATTERY, INC.				CITY OF NORTH LIBERTY								
Andrew Hasenkoff				Mike Janecek				Ryan Heiar								
DATE: 9-28-16				DATE: 10/01/2018				DATE:								

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

HWY 965 PHASE 3 (ZELLER TO PENN)  
 STP-U-5557(618)--70-52  
 CONTRACT 52-5557-618

PAY APP# 6  
 DATE 9/28/2018  
 PAGE 1 OF 3

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous Quantity	Current			Completed		
							Quantity	Amount	%	Quantity	Amount	%
0010	D CLEARING & GRUBBING	89.000	UN	\$ 125.00	\$ 11,125.00	89.000	-	\$ -	0.00%	89.000	\$ 11,125.00	100.00%
0020	S SP BACKFILL IOWA DOT GRAD #21 WASHED	45.000	TN	\$ 27.50	\$ 1,237.50	-	53.570	\$ 1,473.18	119.04%	53.570	\$ 1,473.18	119.04%
0030	S SP BACKFILL IOWA DOT GRAD #3 WASHED	270.000	TN	\$ 30.00	\$ 8,100.00	-	208.800	\$ 6,264.00	77.33%	208.800	\$ 6,264.00	77.33%
0040	D EMBANKMENT-IN-PLACE	7,837.000	CY	\$ 18.00	\$ 141,066.00	7,437.000	400.000	\$ 7,200.00	5.10%	7,837.000	\$ 141,066.00	100.00%
0050	D EXCAVATION, CL 10, ROADWAY & BORROW	4,538.000	CY	\$ 8.00	\$ 36,304.00	4,594.000	-	\$ -	0.00%	4,594.000	\$ 36,752.00	101.23%
0060	D TOPSOIL, STRIP, SALVAGE & SPREAD	3,685.000	CY	\$ 10.00	\$ 36,850.00	2,513.000	1,000.000	\$ 10,000.00	27.14%	3,513.000	\$ 35,130.00	95.33%
0070	D SPECIAL COMPACTION OF SUBGRADE	24.150	STA	\$ 660.00	\$ 15,939.00	24.150	-	\$ -	0.00%	24.150	\$ 15,939.00	100.00%
0080	D MODIFIED SUBBASE	2,006.000	CY	\$ 35.00	\$ 70,210.00	2,077.770	-	\$ -	0.00%	2,077.770	\$ 72,721.95	103.58%
0090	D SHOULDER CONSTRUCTION, EARTH	47.460	STA	\$ 375.00	\$ 17,797.50	47.460	-	\$ -	0.00%	47.460	\$ 17,797.50	100.00%
0100	D SHOULDER FINISHING, EARTH	45.510	STA	\$ 290.00	\$ 13,197.90	-	45.510	\$ 13,197.90	100.00%	45.510	\$ 13,197.90	100.00%
0110	D MACADAM STONE BASE	122.000	TN	\$ 25.00	\$ 3,050.00	130.000	-	\$ -	0.00%	130.000	\$ 3,250.00	106.56%
0120	A RELOCATION OF MAIL BOXES	1.000	EA	\$ 600.00	\$ 600.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0130	S PCC PAVEMENT, CLASS C3 DURABILITY, 8"	860.000	SY	\$ 57.00	\$ 49,020.00	949.790	0.010	\$ 0.57	0.00%	949.800	\$ 54,138.60	110.44%
0140	S PCC PAVEMENT, CLASS C3 DURABILITY, 10"	8,236.000	SY	\$ 60.00	\$ 494,160.00	8,266.230	-	\$ -	0.00%	8,266.230	\$ 495,973.80	100.37%
0150	S PAYMENT ADJ PCC PAVEMENT THICKNESS	7,412.000	EA	\$ 1.00	\$ 7,412.00	-	14,879.210	\$ 14,879.21	200.74%	14,879.210	\$ 14,879.21	200.74%
0160	P HMA MIX, COMM MIX (ASPHALT BINDER)	60.000	TN	\$ 241.00	\$ 14,460.00	78.420	-	\$ -	0.00%	78.420	\$ 18,899.22	130.70%
0170	D* TEMPORARY PAVEMENT	265.000	SY	\$ 53.00	\$ 14,045.00	238.810	-	\$ -	0.00%	238.810	\$ 12,656.93	90.12%
0180	S GRAN SURF ON ROAD, CL A CRUSHED STONE	200.000	TN	\$ 30.00	\$ 6,000.00	242.720	-	\$ -	0.00%	242.720	\$ 7,281.60	121.36%
0190	N REMOVAL OF LIGHT POLES	7.000	EA	\$ 200.00	\$ 1,400.00	6.000	-	\$ -	0.00%	6.000	\$ 1,200.00	85.71%
0200	D* REMOVALS, AS PER PLAN	1.000	LS	\$ 16,000.00	\$ 16,000.00	1.000	-	\$ -	0.00%	1.000	\$ 16,000.00	100.00%
0210	C ORNAMENTAL METAL RAILING	638.000	LF	\$ 215.00	\$ 137,170.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0220	S APRONS, CONCRETE, 15" DIA	1.000	EA	\$ 625.00	\$ 625.00	1.000	-	\$ -	0.00%	1.000	\$ 625.00	100.00%
0230	S APRONS, CONCRETE, 18" DIA	2.000	EA	\$ 692.00	\$ 1,384.00	2.000	-	\$ -	0.00%	2.000	\$ 1,384.00	100.00%
0240	S APRONS, CONCRETE, 24" DIA	2.000	EA	\$ 812.00	\$ 1,624.00	2.000	-	\$ -	0.00%	2.000	\$ 1,624.00	100.00%
0250	C MOD BLOCK RETAINING WALL (HEAVY)	2,728.000	SF	\$ 41.62	\$ 113,539.36	3,336.000	-	\$ -	0.00%	3,336.000	\$ 138,844.32	122.29%
0260	S MANHOLE, STORM SEWER, SW-401, 48"	1.000	EA	\$ 3,023.00	\$ 3,023.00	1.000	-	\$ -	0.00%	1.000	\$ 3,023.00	100.00%
0270	S MANHOLE, STORM SEWER, SW-401, 60"	3.000	EA	\$ 4,149.00	\$ 12,447.00	3.000	-	\$ -	0.00%	3.000	\$ 12,447.00	100.00%
0280	S MANHOLE, STORM SEWER, SW-401, 72"	1.000	EA	\$ 5,155.00	\$ 5,155.00	1.000	-	\$ -	0.00%	1.000	\$ 5,155.00	100.00%
0290	S INTAKE, SW-501	3.000	EA	\$ 2,137.00	\$ 6,411.00	3.000	-	\$ -	0.00%	3.000	\$ 6,411.00	100.00%
0300	S INTAKE, SW-505	1.000	EA	\$ 2,924.00	\$ 2,924.00	1.000	-	\$ -	0.00%	1.000	\$ 2,924.00	100.00%
0310	S INTAKE, SW-508 MODIFIED	2.000	EA	\$ 3,945.00	\$ 7,890.00	2.000	-	\$ -	0.00%	2.000	\$ 7,890.00	100.00%
0320	S INTAKE, SW-510	14.000	EA	\$ 3,528.00	\$ 49,392.00	14.000	-	\$ -	0.00%	14.000	\$ 49,392.00	100.00%
0330	S INTAKE, SW-510 MODIFIED	6.000	EA	\$ 4,304.00	\$ 25,824.00	6.000	-	\$ -	0.00%	6.000	\$ 25,824.00	100.00%
0340	S INTAKE, SW-512, 18"	5.000	EA	\$ 710.00	\$ 3,550.00	-	5.000	\$ 3,550.00	100.00%	5.000	\$ 3,550.00	100.00%
0350	S INTAKE, SW-512, 24"	3.000	EA	\$ 837.00	\$ 2,511.00	1.000	-	\$ -	0.00%	1.000	\$ 837.00	33.33%
0360	S INTAKE, SW-512, 30"	2.000	EA	\$ 954.00	\$ 1,908.00	5.000	-	\$ -	0.00%	5.000	\$ 4,770.00	250.00%
0370	S MANHOLE ADJUSTMENT, MAJOR	7.000	EA	\$ 1,357.00	\$ 9,499.00	4.000	1.000	\$ 1,357.00	14.29%	5.000	\$ 6,785.00	71.43%
0380	S SUBDRAIN, LONGITUDINAL, (SHOULDER) 6" DIA	1,204.000	LF	\$ 9.90	\$ 11,919.60	1,263.000	-	\$ -	0.00%	1,263.000	\$ 12,503.70	104.90%
0390	S SUBDRAIN, PERF PLASTIC PIPE, 6" DIA	210.000	LF	\$ 10.00	\$ 2,100.00	-	230.000	\$ 2,300.00	109.52%	230.000	\$ 2,300.00	109.52%
0400	S SUBDRAIN RISER, 6", AS PER PLAN	7.000	EA	\$ 280.00	\$ 1,960.00	6.000	1.000	\$ 280.00	14.29%	7.000	\$ 1,960.00	100.00%
0410	S SUBDRAIN OUTLET, DR-303	17.000	EA	\$ 339.00	\$ 5,763.00	12.000	3.000	\$ 1,017.00	17.65%	15.000	\$ 5,085.00	88.24%
0420	S STORM SEWER GRAVITY MAIN, TRENCHED, PVC 8"	44.000	LF	\$ 24.00	\$ 1,056.00	-	38.000	\$ 912.00	86.36%	38.000	\$ 912.00	86.36%
0430	S SS GRAVITY MAIN, TRENCHED, RCP, 2000D (CL III), 15"	813.000	LF	\$ 40.00	\$ 32,520.00	778.000	-	\$ -	0.00%	778.000	\$ 31,120.00	95.69%
0440	S SS GRAVITY MAIN, TRENCHED, RCP, 2000D (CL III), 18"	1,211.000	LF	\$ 42.00	\$ 50,862.00	1,142.000	-	\$ -	0.00%	1,142.000	\$ 47,964.00	94.30%
0450	S SS GRAVITY MAIN, TRENCHED, RCP, 2000D (CL III), 24"	424.000	LF	\$ 53.00	\$ 22,472.00	258.000	-	\$ -	0.00%	258.000	\$ 13,674.00	60.85%
0460	S SS GRAVITY MAIN, TRENCHED, RCP, 2000D (CL III), 30"	431.000	LF	\$ 69.00	\$ 29,739.00	540.000	-	\$ -	0.00%	540.000	\$ 37,260.00	125.29%
0470	S SS GRAVITY MAIN, TRENCHED, RCP, 2000D (CL III), 36"	259.000	LF	\$ 89.00	\$ 23,051.00	243.000	-	\$ -	0.00%	243.000	\$ 21,627.00	93.82%
0480	S SS GRAV MN, TRENCH, 2000D LOW CLEAR CONC PIPE, = DIA 36"	64.000	LF	\$ 121.50	\$ 7,776.00	60.000	-	\$ -	0.00%	60.000	\$ 7,290.00	93.75%
0490	S REMOVE STORM SEWER PIPE >= TO 36"	835.000	LF	\$ 21.50	\$ 17,952.50	835.000	4.000	\$ 86.00	0.48%	839.000	\$ 18,038.50	100.48%
0500	S REVETMENT, CLASS E	225.000	TN	\$ 34.00	\$ 7,650.00	84.740	-	\$ -	0.00%	84.740	\$ 2,881.16	37.66%
0510	D REMOVAL OF PAVEMENT	5,397.000	SY	\$ 8.00	\$ 43,176.00	5,556.407	-	\$ -	0.00%	5,556.407	\$ 44,451.26	102.95%
0520	S REMOVAL OF INTAKES & UTILITY ACCESSES	4.000	EA	\$ 256.00	\$ 1,024.00	6.000	-	\$ -	0.00%	6.000	\$ 1,536.00	150.00%
0530	S RECREATIONAL TRAIL, PCC, 6"	2,252.000	SY	\$ 34.00	\$ 76,568.00	1,193.000	1,059.000	\$ 36,006.00	47.02%	2,252.000	\$ 76,568.00	100.00%
0540	D SPECIAL COMP OF SUBGRADE FOR REC TRAIL	19.100	STA	\$ 425.00	\$ 8,117.50	16.000	3.100	\$ 1,317.50	16.23%	19.100	\$ 8,117.50	100.00%
0550	D REMOVAL OF SIDEWALK	1,130.000	SY	\$ 8.00	\$ 9,040.00	981.677	16.208	\$ 129.66	1.43%	997.885	\$ 7,983.08	88.31%
0560	S SIDEWALK, PCC, 5"	853.000	SY	\$ 50.00	\$ 42,650.00	684.810	172.856	\$ 8,642.80	20.26%	857.666	\$ 42,883.30	100.55%
0570	S DETECTABLE WARNINGS	362.000	SF	\$ 125.00	\$ 45,250.00	342.000	6.000	\$ 750.00	1.66%	348.000	\$ 43,500.00	96.13%
0580	S CURB & GUTTER, PCC, 2.5 FT	376.000	LF	\$ 25.00	\$ 9,400.00	401.000	-	\$ -	0.00%	401.000	\$ 10,025.00	106.65%



Line #	Description	Quantity	UM	Unit Price	Total Price	Previous	Current			Completed		
						Quantity	Quantity	Amount	%	Quantity	Amount	%
0590	O PCC RETAINING WALL	28,000	CY	\$ 1,050.00	\$ 29,400.00	26,000	-	\$ -	0.00%	26,000	\$ 27,300.00	92.86%
0600	A SAFETY CLOSURE	12,000	EA	\$ 150.00	\$ 1,800.00	12,000	-	\$ -	0.00%	12,000	\$ 1,800.00	100.00%
0610	A FENCE, SAFETY	365,000	LF	\$ 6.00	\$ 2,190.00	368,000	-	\$ -	0.00%	368,000	\$ 2,208.00	100.82%
0620	N ELECTRICAL CIRCUITS	8,450,000	LF	\$ 14.00	\$ 118,300.00	3,940,000	-	\$ -	0.00%	3,940,000	\$ 55,160.00	46.63%
0630	N H&HOLES & JUNCTION BOXES	25,000	EA	\$ 900.00	\$ 22,500.00	4,000	-	\$ -	0.00%	4,000	\$ 3,600.00	16.00%
0640	N CONTROL CABINET	1,000	EA	\$ 21,000.00	\$ 21,000.00	0,900	-	\$ -	0.00%	0,900	\$ 18,900.00	90.00%
0650	N REM & REIN LIGHT POLE & LUMINAIRE	8,000	EA	\$ 7,750.00	\$ 62,000.00	3,500	2,000	\$ 15,500.00	25.00%	5,500	\$ 42,625.00	68.75%
0660	A REMOVAL OF TYPE A SIGN ASSEMBLY	26,000	EA	\$ 75.00	\$ 1,950.00	20,000	5,000	\$ 375.00	19.23%	25,000	\$ 1,875.00	96.15%
0670	A PERFORATED SQUARE STEEL TUBE POSTS	200,000	LF	\$ 7.00	\$ 1,400.00	-	372,500	\$ 2,607.50	186.25%	372,500	\$ 2,607.50	186.25%
0680	A PERF SQ STEEL TUBE POST ANCH, BREAK-AWAY SOIL INST	15,000	EA	\$ 75.00	\$ 1,125.00	-	25,000	\$ 1,875.00	166.67%	25,000	\$ 1,875.00	166.67%
0690	A PERF SQ STL TUBE POST ANCH, BREAK-AWAY CONC INST	3,000	EA	\$ 250.00	\$ 750.00	-	3,000	\$ 750.00	100.00%	3,000	\$ 750.00	100.00%
0700	A TYPE A SIGNS, SHEET ALUMINUM	265,000	SF	\$ 16.00	\$ 4,240.00	-	222,900	\$ 3,566.40	84.11%	222,900	\$ 3,566.40	84.11%
0710	N TRAFFIC SIGNALIZATION	1,000	LS	\$ 102,000.00	\$ 102,000.00	0,8500	0,0500	\$ 5,100.00	5.00%	0,9000	\$ 91,800.00	90.00%
0720	A PAINTED PAVEMENT MARKINGS, DURABLE	219,520	STA	\$ 42.15	\$ 9,252.77	206,110	-	\$ -	0.00%	206,110	\$ 8,687.54	93.89%
0730	A WET RETROREFL REM TAPE MARKINGS	100,000	STA	\$ 115.00	\$ 11,500.00	60,110	-	\$ -	0.00%	60,110	\$ 6,912.65	60.11%
0740	A PAINTED SYMBOLS & LEGENDS, DURABLE	64,000	EA	\$ 185.00	\$ 11,840.00	63,000	-	\$ -	0.00%	63,000	\$ 11,655.00	98.44%
0750	A PAVEMENT MARKINGS REMOVED	138,060	STA	\$ 50.00	\$ 6,903.00	137,400	-	\$ -	0.00%	137,400	\$ 6,870.00	99.52%
0760	A SYMBOLS & LEGENDS REMOVED	47,000	EA	\$ 110.00	\$ 5,170.00	47,000	-	\$ -	0.00%	47,000	\$ 5,170.00	100.00%
0770	A TRAFFIC CONTROL	1,000	LS	\$ 15,000.00	\$ 15,000.00	0,750	0,050	\$ 750.00	5.00%	0,800	\$ 12,000.00	80.00%
0780	A FLAGGERS	40,000	EA	\$ 462.00	\$ 18,480.00	8,000	-	\$ -	0.00%	8,000	\$ 3,696.00	20.00%
0790	A PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	36,000	CDAY	\$ 90.00	\$ 3,240.00	50,500	7,000	\$ 630.00	19.44%	57,500	\$ 5,175.00	159.72%
0800	A MOBILIZATION	1,000	LS	\$ 480,000.00	\$ 480,000.00	0.9416667	-	\$ -	0.00%	0.9416667	\$ 452,000.02	94.17%
0810	D AMENDED SOIL	1,036,000	CY	\$ 70.00	\$ 72,520.00	-	895,000	\$ 62,650.00	86.39%	895,000	\$ 62,650.00	86.39%
0820	S VALVE BOX EXTENSION	3,000	EA	\$ 225.00	\$ 675.00	3,000	-	\$ -	0.00%	3,000	\$ 675.00	100.00%
0830	V HYDRAULIC SEEDING	3,300	AC	\$ 1,200.00	\$ 3,960.00	-	2,730	\$ 3,276.00	82.73%	2,730	\$ 3,276.00	82.73%
0840	S* FIRE HYDRANT RELOCATION	1,000	EA	\$ 1,012.97	\$ 1,012.97	1,000	-	\$ -	0.00%	1,000	\$ 1,012.97	100.00%
0850	N LIGHT ASSEMBLY - L1 - HIGHWAY LIGHT	12,000	EA	\$ 6,500.00	\$ 78,000.00	8,000	4,000	\$ 26,000.00	33.33%	12,000	\$ 78,000.00	100.00%
0860	N LIGHT ASSEMBLY - L2 - PED LIGHT W/ RECEIPT	20,000	EA	\$ 5,200.00	\$ 104,000.00	-	3,000	\$ 15,600.00	15.00%	3,000	\$ 15,600.00	15.00%
0870	N LIGHT ASSEMBLY - L3 - PED LIGHT	19,000	EA	\$ 5,000.00	\$ 95,000.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0880	N LIGHT ASSEMBLY - L4 - BOLLARD LIGHT	22,000	EA	\$ 3,800.00	\$ 83,600.00	-	11,000	\$ 41,800.00	50.00%	11,000	\$ 41,800.00	50.00%
0890	N LIGHT ASSEMBLY - LR1 - TUNNEL LIGHT	4,000	EA	\$ 1,600.00	\$ 6,400.00	4,000	-	\$ -	0.00%	4,000	\$ 6,400.00	100.00%
0900	C ORN GRASSES, 1 GAL, FURN & INST (WARRANTY)	383,000	EA	\$ 13.00	\$ 4,979.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0910	JE+ PCC SEATWALLS WITH TREATMENTS	19,000	EA	\$ 12,900.00	\$ 245,100.00	14,250	4,750	\$ 61,275.00	25.00%	19,000	\$ 245,100.00	100.00%
0920	C PERN PLANTS, 1 GAL, FURN & INST (WARRANTY)	3,067,000	EA	\$ 12.50	\$ 38,337.50	-	-	\$ -	0.00%	-	\$ -	0.00%
0930	A RETROREF REM SYMBOLS & LEGENDS	18,000	EA	\$ 300.00	\$ 5,400.00	9,000	-	\$ -	0.00%	9,000	\$ 2,700.00	50.00%
0940	C SHRUBS 3 GAL, FURN & INST (WARRANTY)	60,000	EA	\$ 35.00	\$ 2,100.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0950	C SHRUBS 5 GAL, FURN & INST (WARRANTY)	52,000	EA	\$ 46.75	\$ 2,431.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0960	C TREES 1 5" CAL, FURN & INST (WARRANTY)	30,000	EA	\$ 364.50	\$ 10,935.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0970	C TREES 2 0" CAL, FURN & INST (WARRANTY)	9,000	EA	\$ 500.00	\$ 4,500.00	-	-	\$ -	0.00%	-	\$ -	0.00%
0980	C LIMESTONE EDGER 4" HEIGHT	1,869,000	LF	\$ 10.00	\$ 18,690.00	-	440,000	\$ 4,400.00	23.54%	440,000	\$ 4,400.00	23.54%
0990	C REM & REINST LIMESTONE EDGER	97,000	LF	\$ 10.70	\$ 1,037.90	-	-	\$ -	0.00%	-	\$ -	0.00%
1000	LN CHERRY ST LIGHTED BRIDGE PANELS	1,000	LS	\$ 75,300.00	\$ 75,300.00	0,071	-	\$ -	0.00%	0,071	\$ 5,346.30	7.10%
1010	O CONC BOX CULVERT EXTENSION 8' x 4'	1,000	LS	\$ 40,000.00	\$ 40,000.00	1,000	-	\$ -	0.00%	1,000	\$ 40,000.00	100.00%
1020	O ELEVATED SIDEWALK	1,000	LS	\$ 160,000.00	\$ 160,000.00	0,350	0,560	\$ 89,600.00	56.00%	0,910	\$ 145,600.00	91.00%
1030	OJ+ ELEVATED TRAIL	1,000	LS	\$ 244,000.00	\$ 244,000.00	0,370	0,560	\$ 136,640.00	56.00%	0,930	\$ 226,920.00	93.00%
1040	C WATERING FOR PLANTS	70,000	M GAL	\$ 365.25	\$ 25,567.50	-	-	\$ -	0.00%	-	\$ -	0.00%
1050	C* LIMESTONE OUTCROPPING	607,000	SF	\$ 70.00	\$ 42,490.00	467,750	-	\$ -	0.00%	467,750	\$ 32,742.50	77.06%
1060	V BIO EROSION CONTROL BLANKET	771,000	SQ	\$ 16.00	\$ 12,336.00	-	665,640	\$ 10,650.24	86.33%	665,640	\$ 10,650.24	86.33%
1070	C PCC BANDING 8" THICK	789,000	SY	\$ 75.00	\$ 59,175.00	747,069	41,931	\$ 3,144.83	5.31%	789,000	\$ 59,175.00	100.00%
1080	C PCC PAVERS 8 CM W/ BIT SETTING BED	1,255,000	SY	\$ 96.30	\$ 120,856.50	547,141	-	\$ -	0.00%	547,141	\$ 52,689.68	43.60%
1090	C SUBSLAB PCC 4" FOR PCC PAVERS	728,000	SY	\$ 45.00	\$ 32,760.00	653,487	19,439	\$ 874.76	2.67%	672,926	\$ 30,281.67	92.43%
1100	C SUBSLAB PCC 6" FOR PCC PAVERS	527,000	SY	\$ 47.00	\$ 24,769.00	527,000	-	\$ -	0.00%	527,000	\$ 24,769.00	100.00%
1110	C DECORATIVE ROCK MULCH	144,000	TON	\$ 300.00	\$ 43,200.00	-	-	\$ -	0.00%	-	\$ -	0.00%
1120	V MULCHING, BONDED FIBER MATRIX	3,300	AC	\$ 2,500.00	\$ 8,250.00	-	2,730	\$ 6,825.00	82.73%	2,730	\$ 6,825.00	82.73%
1130	V SODDING	66,000	SQ	\$ 60.00	\$ 3,960.00	-	-	\$ -	0.00%	-	\$ -	0.00%
1140	V STABILIZING CROP - SEED & FERT (URBAN)	3,300	AC	\$ 400.00	\$ 1,320.00	-	-	\$ -	0.00%	-	\$ -	0.00%
1150	V SILT FENCE	2,385,000	LF	\$ 1.50	\$ 3,577.50	563,000	-	\$ -	0.00%	563,000	\$ 844.50	23.61%
1160	V REM OF SILT FENCE & FOR DITCH CHECKS	2,385,000	LF	\$ 0.10	\$ 238.50	-	-	\$ -	0.00%	-	\$ -	0.00%

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

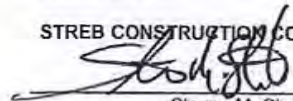
HWY 965 PHASE 3 (ZELLER TO PENN)  
STP-U-5557(618)--70-52  
CONTRACT 52-5557-618

PAY APP# 6  
DATE 9/28/2018  
PAGE 3 OF 3

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous Quantity	Current			Completed		
							Quantity	Amount	%	Quantity	Amount	%
1170	v MAINT OF SILT FENCE & FOR DITCH CHECK	600.000	LF	\$ 0.10	\$ 60.00	34.000	-	\$ -	0.00%	34.000	\$ 3.40	5.67%
1180	v PERIM & SLOPE SED CONTROL DEVICE, 9" DIA	7,760.000	LF	\$ 1.70	\$ 13,192.00	3,075.000	3,157.000	\$ 5,366.90	40.68%	6,232.000	\$ 10,594.40	80.31%
1190	v REM OF PERIM & SLOPE SED CONTROL DEVICE	7,760.000	LF	\$ 0.50	\$ 3,880.00	-	-	\$ -	0.00%	-	\$ -	0.00%
1200	v MOBILIZATIONS, EROSION CONTROL	12.000	EA	\$ 500.00	\$ 6,000.00	4.000	2.000	\$ 1,000.00	16.67%	6.000	\$ 3,000.00	50.00%
1210	v MOBILIZATIONS, ER EROSION CONTROL	3.000	EA	\$ 1,000.00	\$ 3,000.00	-	-	\$ -	0.00%	-	\$ -	0.00%
1211	i REINFORCING STEEL	726.000	LB	\$ 2.00	\$ 1,452.00	726.000	-	\$ -	0.00%	726.000	\$ 1,452.00	100.00%
1212	OL** CONCRETE DRILLED SHAFT, 24" DIA	144.000	LF	\$ 625.00	\$ 90,000.00	149.000	-	\$ -	0.00%	149.000	\$ 93,125.00	103.47%
1220	CRITICAL CLOSURE ACTIVITY INC/DIS PYMT SITE # 01	1.000	CDAY	\$ 3,000.00	\$ 3,000.00	2.000	-	\$ -	0.00%	2.000	\$ 6,000.00	200.00%
Original Contract Cost					\$ 4,520,000.00							
Value of Work Completed						\$ 3,053,157.05		\$ 609,619.45	13.49%		\$ 3,662,776.48	81.03%
CO 6	Materials Stored on Site - Neumiller			\$ 1.00	\$ 83,411.26	\$ 83,411.26	(14,810.000)	\$ (14,810.00)	-17.76%	\$ 68,601.26	\$ 68,601.26	82.24%
Value of Work Completed and Materials Stored						\$ 3,136,568.31		\$ 594,809.45			\$ 3,731,377.74	
Approved Change Orders												
CO 1	N LIGHT ASSEMBLY - L3 - PED LIGHT	19.000	EA	\$ 5,385.00	\$ 102,315.00	-	-	\$ -	0.00%	-	\$ -	0.00%
CO 1	S IRRIGATION LINE REMOVAL	1.000	LS	\$ 3,470.50	\$ 3,470.50	1.00	-	\$ -	0.00%	1.000	\$ 3,470.50	100.00%
CO 1	C PCC PAVERS 8 CM W/ SAND SETTING BED	728.000	SY	\$ 84.50	\$ 61,516.00	611.09	136.827	\$ 11,561.88	18.79%	747.917	\$ 63,198.99	102.74%
CO 2	a BUSINESS SIGNAGE	1.000	EA	\$ 2,145.00	\$ 2,145.00	1.00	-	\$ -	0.00%	1.000	\$ 2,145.00	100.00%
CO 3	d EXC CL 10 UNSTABLE OR UNSUITABLE	71.780	CY	\$ 16.00	\$ 1,148.48	71.78	-	\$ -	0.00%	71.780	\$ 1,148.48	100.00%
CO 5	LIGHT ASSEMBLY - L3 - PED LIGHT	19.000	EA	\$ 4,535.00	\$ 86,165.00	-	-	\$ -	0.00%	-	\$ -	0.00%
CO 5	PRECAST TRAIL SLAB	4,218.500	LS	\$ 1.00	\$ 4,218.50	-	4,218.500	\$ 4,218.50	100.00%	4,218.500	\$ 4,218.50	100.00%
CO 5	CONCRETE GROUT FOR REVETMENT OR GABION	8.000	CY	\$ 381.00	\$ 3,048.00	8.00	-	\$ -	0.00%	8.000	\$ 3,048.00	100.00%
Total Change Orders					\$ 264,026.48	\$ 61,449.09		\$ 15,780.38	5.98%		\$ 77,229.47	29.25%
Original Contract Cost & Change Orders					\$ 4,784,026.48							
Value of Work Completed, Materials Stored & Change Orders						\$ 3,198,017.40		\$ 610,589.83	12.76%		\$ 3,808,607.21	79.61%
Less Retainage 3.00%						\$ 30,000.00		\$ -			\$ 30,000.00	capped
Net Amount Due Including This Statement						\$ 3,168,017.40		\$ 610,589.83			\$ 3,778,607.21	
Less Previous Payments						\$ 3,168,017.40					\$ 3,168,017.40	
Balance Due This Request						\$ -					\$ 610,589.81	

CONTRACTOR:

STREB CONSTRUCTION CO., INC.


  
Steven M. Streb

Title: Vice President

Date: October 2, 2018

ENGINEER:

SHIVE-HATTERY, INC.

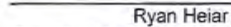
  
Joseph Bilckemper RYAN BOWERS

Title: Project Engineer

Date: 10/2/18

OWNER:

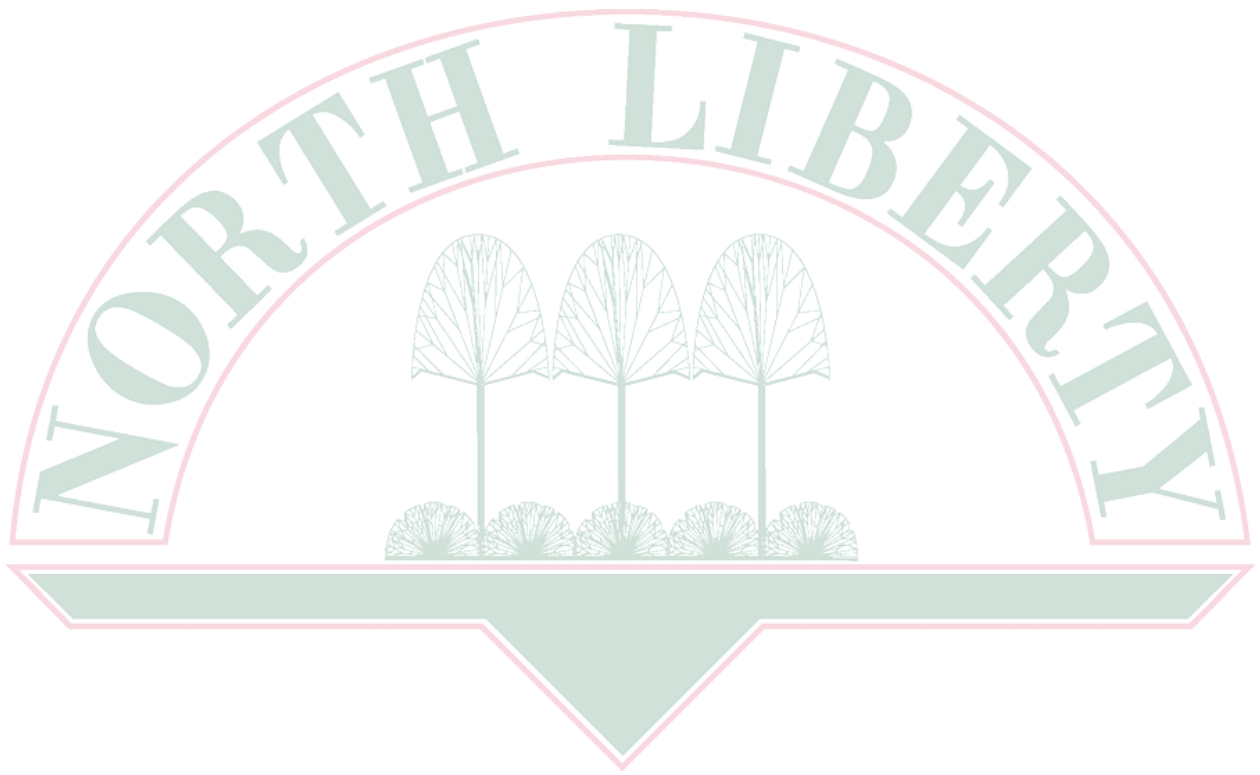
CITY OF NORTH LIBERTY

  
Ryan Heiar

Title: City Administrator

Date:

# Access Center





## Access Center Information for North Liberty City Council

### At a Glance

The Access Center will initially provide the following services:

- Crisis Observation (<23 hours)
- Crisis Stabilization (>23 hours, up to 5 days)
- Substance Abuse Treatment / Detoxification
- Sobering Unit
- Low-Barrier Winter Shelter

The Access Center will treat patients experiencing a behavioral health crisis and connect them to ongoing services:

- Community mental health services
- Substance abuse services
- General medical services
- Housing support
- Vocational support

The Access Center will avoid overly medicalizing or criminalizing behavioral health issues by supporting:

- Appropriate use of hospital-based resources
- Diversion of unnecessary emergency room visits
- Efficient utilization of law enforcement

### Overview

The Access Center is a proposed new behavioral health service entity located in Johnson County. This effort emerged from a collaborative of various Johnson County visionaries - i.e., area city council members, Board of Supervisors, law enforcement, social services, health care providers and local non-profits. This is a unique, first of its kind collaborative among multiple Johnson County entities practicing under one roof. The Access Center is part of a national movement to provide more effective access to care for behavioral health crisis.

The mission of the Access Center is to provide rapid assessment, triage, and stabilization to individuals experiencing a behavioral health crisis, followed up with linkage to appropriate community services that can assist with ongoing issues.

In addition, the Access Center will provide a third option for law enforcement as an alternative to emergency rooms or jail. Area law enforcement has undergone extensive crisis intervention training to improve response to behavioral health crises, but their options remain limited. The





Access Center will provide a safe, effective alternative to emergency room care or incarceration for adults suffering from a behavioral health crisis. This will avoid criminalizing mental conditions and decrease overly medicalizing life crises.

When fully operational, the facility will contain sobering, detoxification, crisis observation, and crisis stabilization units, as well as a low-barrier winter shelter, mobile crisis outreach, and medical first aid with telemedicine connection to the UIHC Emergency Department. It will be open 24/7, accepting voluntary, walk-in patients. The Access Center is open to persons who are:

- 18 years of age or older
- Experiencing psychiatric/psychological stress
- Feeling unsafe or suicidal, but able to maintain safe behaviors while onsite
- Willing to work with Access Center staff on intake and discharge planning
- Able to provide their own basic hygiene
- Medically stable, with the exception of minor first aid needs

## Services

### **Crisis Observation (<24 hours)**

This level of care provides up to 23 hours and 59 minutes of care in a secure and protected environment. The program is medically staffed, psychiatrically supervised and includes continuous nursing services. The primary objective of this level of care is for prompt evaluation and/or stabilization of individuals presenting with acute symptoms or distress. Before or at admission, a comprehensive assessment is conducted and a treatment plan developed. The treatment plan should place emphasis on crisis intervention services necessary to stabilize and restore the individual to a level of functioning that does not require hospitalization. This level of care may also be used for a comprehensive assessment and to obtain clarification regarding previously incomplete diagnostic information that may lead to a determination that the individual requires a more intensive level of care. Duration of services at this level of care may not exceed 23 hours and 59 minutes, by which time stabilization and/or a determination of the appropriate level of care will be made, and facilitation of appropriate treatment and support linkages will be coordinated by the treatment team.

### **Crisis Stabilization (>24 hours, up to 5 days)**

Individuals are admitted to the Crisis Stabilization unit from the Crisis Observation unit when it's determined their treatment needs will last beyond 24 hours. Treatment is aimed at restoring ability to maintain safety so individuals can return to the community with an increased level of function and productivity.

### **Detox**

Provides a safe and medically-supervised place for individuals to withdraw from drugs or alcohol and stabilize before engaging in a treatment program. The length of stay required to detoxify depends upon the individual's history of use and other medical issues.





### **Sobering**

The Sobering Unit is a jail diversion program designed to offer a treatment alternative in lieu of arrest to public intoxicants by providing a medically safe environment utilizing motivational techniques to engage the individual and offer direct access to treatment. Essentially used for law enforcement drop offs as an alternative to emergency rooms or jail for non-violent patients who need a safe place to sober up.

### **Low-Barrier Winter Emergency Shelter (operated by Shelter House)**

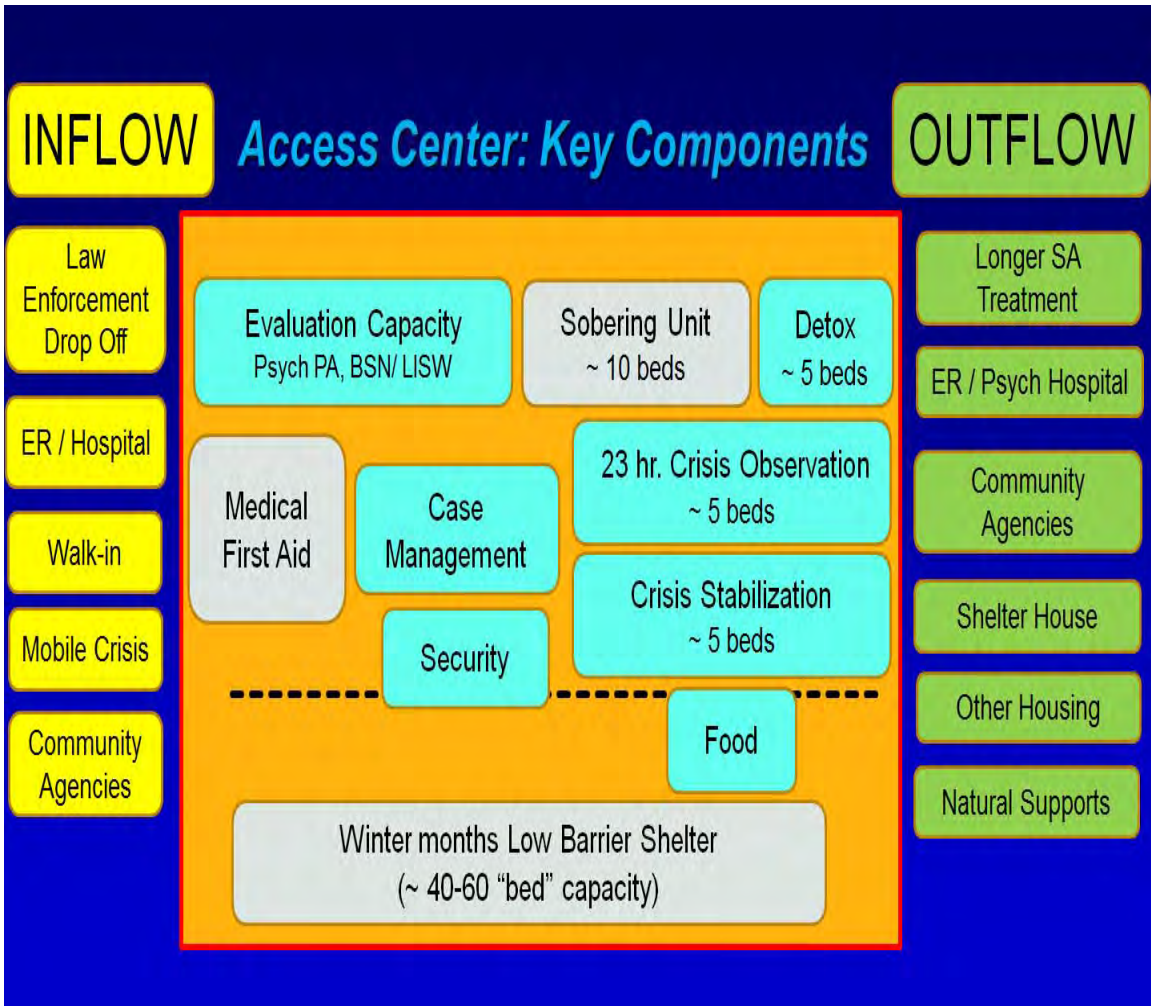
For those experiencing homelessness in Iowa, the change in weather can be life-threatening. As temperatures drop, people left with nowhere but the street to turn are at risk of developing hypothermia and frostbite—both can be permanently damaging to one’s health and can ultimately result in the loss of life.

Since 2014, Shelter House has operated a low-barrier Winter Emergency from December through March. This new permanent facility is intended for individuals for whom homelessness has become a chronic condition. Barriers to entry such as sobriety, participation in programs, and other requirements are removed. With this expanded winter shelter capacity, individuals who would have otherwise been incarcerated or sleeping in encampments, parking ramps and hallways of apartment buildings are instead ensured a safe, warm place to sleep.

### **Medical First Aid**

Minor medical services will be available, similar to game day first aid available at Kinnick Stadium. First aid services will be provided to patients in addition to resolving their behavioral health crisis, as these situations may be accompanied by cuts, scrapes, bruising, etc. The primary objective is to reduce the number of patients presenting to emergency rooms for non-emergent conditions. Telemedicine connection to the UIHC Emergency Department will be available for purposes of consultation and triage when needed.

## **Diagram**





# ***Johnson County Access Center***

North Liberty City Council Meeting

October 9, 2018

# Agenda



- Access Center Overview
  - Our history and vision
  - Unique collaborative with community
- Benefits
- Proposed Budget
  - UIHC Data
  - Pro Forma & Staffing Projections
- Request: Capital funding commitment
- Next Steps

# Access Center Overview



Participating community partners:

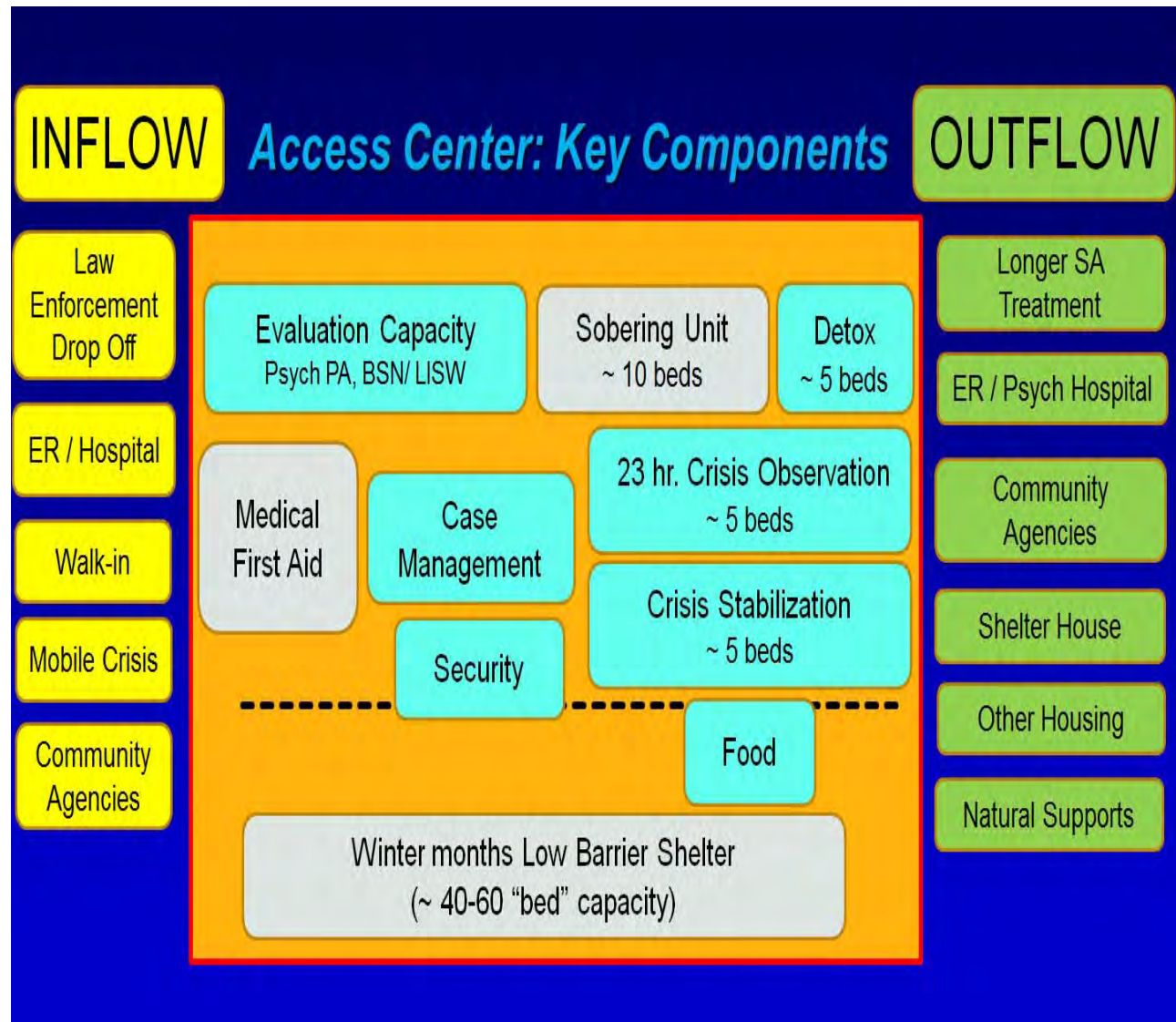


# Access Center Overview



Connecting patients' ongoing services:

- Assessment
- Crisis Stabilization
- Non hospital-based, short-term crisis management
- Mental health services
- Substance abuse services
- General medical services
- Housing support
- Vocational support



# Benefits



- Avoid overly medicalizing or criminalizing behavioral health issues
- Appropriate use of hospital-based resources
- Diversion of unnecessary emergency room visits
- Efficient utilization of law enforcement
  - Reduced wait times
  - Crisis Intervention Training ([Video](#))
    - Encourages better outcomes



## ***Benefits Continued***



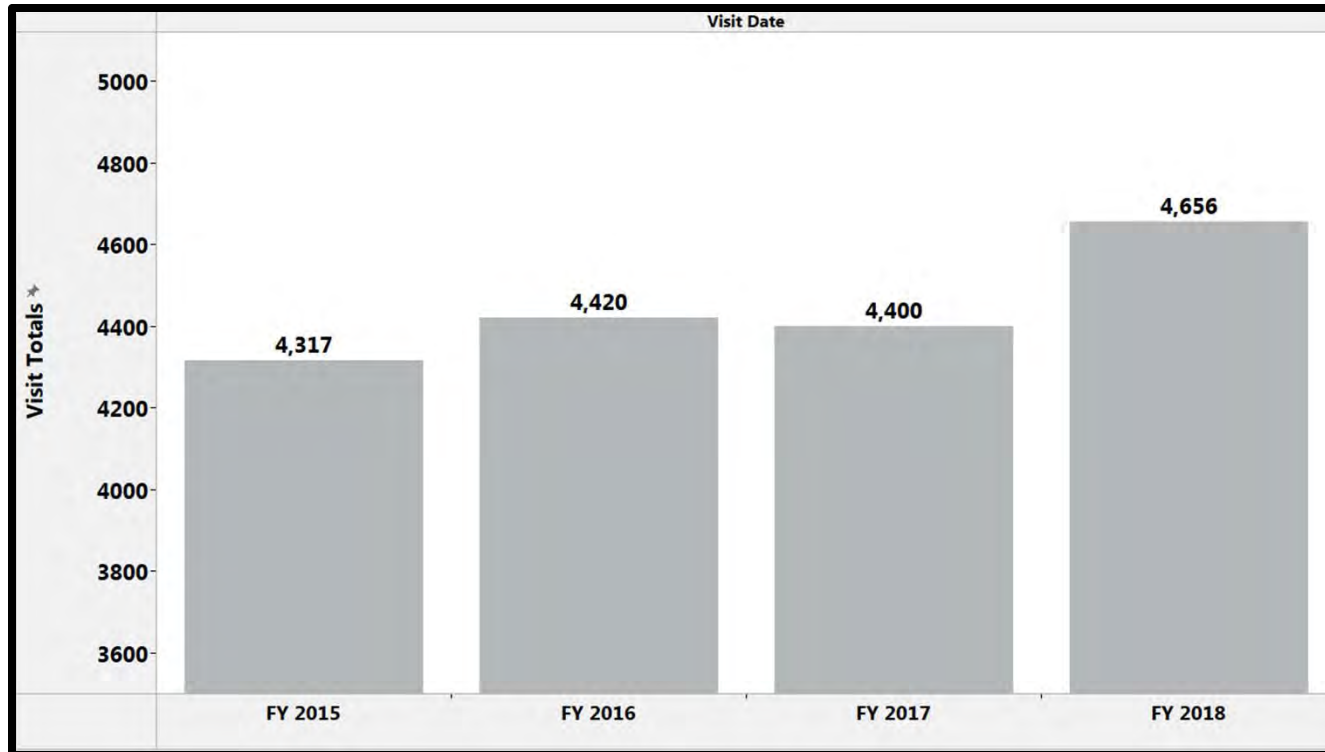
- Recognized cost efficiencies
  - Kansas City Peer Program: cost savings in June 2018 of \$307,836 for 136 clients. From January through June 2018, total cost savings of \$1,582,186.50 for 699 clients diverted from emergency departments (Law, EMS, Self-Admit).
  - San Antonio Peer Program: diversion from jail/ER led to \$50 million cost avoidance over five year period.

# Proposed Budget



## UIHC Emergency Department - Behavioral Health Visits

- Average = 388 patients per month in FY18, or ~13 per day
- 70% could be diverted to Access Centers, ~9 per day



# ***Proposed Budget***



## Assumptions:

- Projections are estimates only; will be refined once more details and polices becomes available
- Fixed expenses = Insurance, utilities, custodial services, IT maintenance (including electronic medical record)
- Variable expenses = medical supplies, laundry
- Total of 15 crisis observation, crisis stabilization, and detox beds
- Initial Eval = patients who are evaluated and discharge home without going into a crisis bed
- Conservative estimates: using high cost and low volume projections

# Proposed Budget



FINANCIAL PRO FORMA, 50% CAPACITY (15 MAX)					
		Year 1	Year 2	Year 3	
<b>Revenue</b>	<i>Growth</i>				
	1.5%				
Philanthropy		\$0	\$0	\$0	
Patient Revenue		\$1,009,512	\$1,024,655	\$1,040,025	
Initial Eval		\$20,075	\$20,376	\$20,682	
Detox		\$273,750	\$277,856	\$282,024	
Crisis Obs		\$387,187	\$392,995	\$398,890	
Sobering Unit		\$0	\$0	\$0	
Crisis Stabilization		\$328,500	\$333,428	\$338,429	
<b>Total Revenue</b>		<b>\$1,009,512</b>	<b>\$1,024,655</b>	<b>\$1,040,025</b>	
<b>Operating Expenses</b>	<i>Growth</i>				
Personnel	1.5%	952,650	966,940	981,444	
Food		25,000	25,375	25,756	
Fixed Expenses		108,000	109,620	111,264	
Variable Expenses		70,666	71,726	72,802	
Managing Entity		121,141	122,959	124,803	
Grounds		Provided by Johnson Co.			
Maintenance/Repairs		Provided by Johnson Co.			
<b>Total Operating Expenses</b>		<b>1,277,457</b>	<b>1,296,619</b>	<b>1,316,068</b>	
<b>Net Income</b>		<b>(\$267,945)</b>	<b>(\$271,964)</b>	<b>(\$276,044)</b>	

Daily Rate	Capacity
\$110	2
\$300	5
\$413	5
\$0	10
\$360	5

Estimating 7% of Total Revenue  
 Estimating 12% of Total Revenue

# Proposed Budget



Staffing at 50% Occupancy					
	FTE	Salary	Fringe %	Fringe	TOTAL
Registered Nurse	4.50	\$60,000	30%	\$18,000	\$351,000
Support Staff (Bachelor-level)	2.00	\$45,000	30%	\$13,500	\$117,000
Qualified Mental Health Professional	1.00	\$50,000	30%	\$15,000	\$65,000
ARNP / PA / MD (Prescriber)	0.50	\$120,000	30%	\$36,000	\$78,000
Program Coordinator	1.00	\$60,000	30%	\$18,000	\$78,000
Program Director	1.00	\$75,000	30%	\$22,500	\$97,500
Admin/Secretary	1.00	\$45,000	30%	\$13,500	\$58,500
Medical Direction	0.10	\$200,000	22%	\$44,000	\$24,400
Peer Support	0.50	\$30,000	0%	\$0	\$15,000
Paramedic	1.50	\$35,000	30%	\$10,500	\$68,250
<b>Total FTE</b>	<b>12.10</b>			<b>\$191,000</b>	<b>\$952,650</b>

# Proposed Budget



FINANCIAL PRO FORMA, 75% CAPACITY (15 MAX)				
		Year 1	Year 2	Year 3
<b>Revenue</b>	<i>Growth</i>			
	1.5%			
Philanthropy and Grants		\$0	\$0	\$0
Patient Revenue		\$1,488,743	\$1,511,074	\$1,533,740
Initial Eval		\$20,075	\$20,376	\$20,682
Detox		\$410,625	\$416,784	\$423,036
Crisis Obs		\$565,293	\$573,772	\$582,379
Sobering Unit		\$0	\$0	\$0
Crisis Stabilization		\$492,750	\$500,141	\$507,643
<b>Total Revenue</b>		\$1,488,743	\$1,511,074	\$1,533,740
<b>Operating Expenses</b>	<i>Growth</i>			
Personnel	1.5%	1,113,900	1,130,609	1,147,568
Food		25,000	25,375	25,756
Fixed Expenses		108,000	109,620	111,264
Variable Expenses		104,212	105,775	107,362
Managing Entity		178,649	181,329	184,049
Grounds		Provided by Johnson Co.		
Maintenance/Repairs		Provided by Johnson Co.		
<b>Total Operating Expenses</b>		<b>1,529,761</b>	<b>1,552,708</b>	<b>1,575,998</b>
<b>Net Income</b>		<b>(\$41,018)</b>	<b>(\$41,633)</b>	<b>(\$42,258)</b>

Daily Rate	Capacity
\$110	n/a
\$300	5
\$413	5
\$0	10
\$360	5

Estimating 7% of Total Revenue  
 Estimating 12% of Total Revenue

# Proposed Budget



Staffing at 75% Occupancy					
	FTE	Salary	Fringe %	Fringe	TOTAL
Registered Nurse	4.50	\$60,000	30%	\$18,000	\$351,000
Support Staff (Bachelor-level)	3.00	\$45,000	30%	\$13,500	\$175,500
Qualified Mental Health Professional	2.00	\$50,000	30%	\$15,000	\$130,000
ARNP / PA / MD (Prescriber)	0.50	\$120,000	30%	\$36,000	\$78,000
Program Coordinator	1.00	\$60,000	30%	\$18,000	\$78,000
Program Director	1.00	\$75,000	30%	\$22,500	\$97,500
Admin/Secretary	1.00	\$45,000	30%	\$13,500	\$58,500
Medical Direction	0.10	\$200,000	22%	\$44,000	\$24,400
Peer Support	1.00	\$30,000	0%	\$0	\$30,000
Paramedic	2.00	\$35,000	30%	\$10,500	\$91,000
<b>Total FTE</b>	<b>15.10</b>			<b>\$191,000</b>	<b>\$1,113,900</b>



# *Request*



- Support capital start up costs with \$500k pledge
  - Structure 28E agreement to provide return on pro-rated basis if not sustainable after an agreed upon time



## *Next Steps*

- Routine updates to the NL City Council
- Engage city attorney in 28E agreement planning
- Other suggestions?

# Questions



## **Project Manager**

Matt Miller

[mmiller1@co.johnson.ia.us](mailto:mmiller1@co.johnson.ia.us)

319-688-5832

## **Steering Committee Chair**

Lance Clemsen

[lance-clemsen@uiowa.edu](mailto:lance-clemsen@uiowa.edu)

319-356-2431

# Police Department Project



## Resolution No. 2018-132

### **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 October 9, 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 November 1, 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 November 13, 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 9th day of October, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

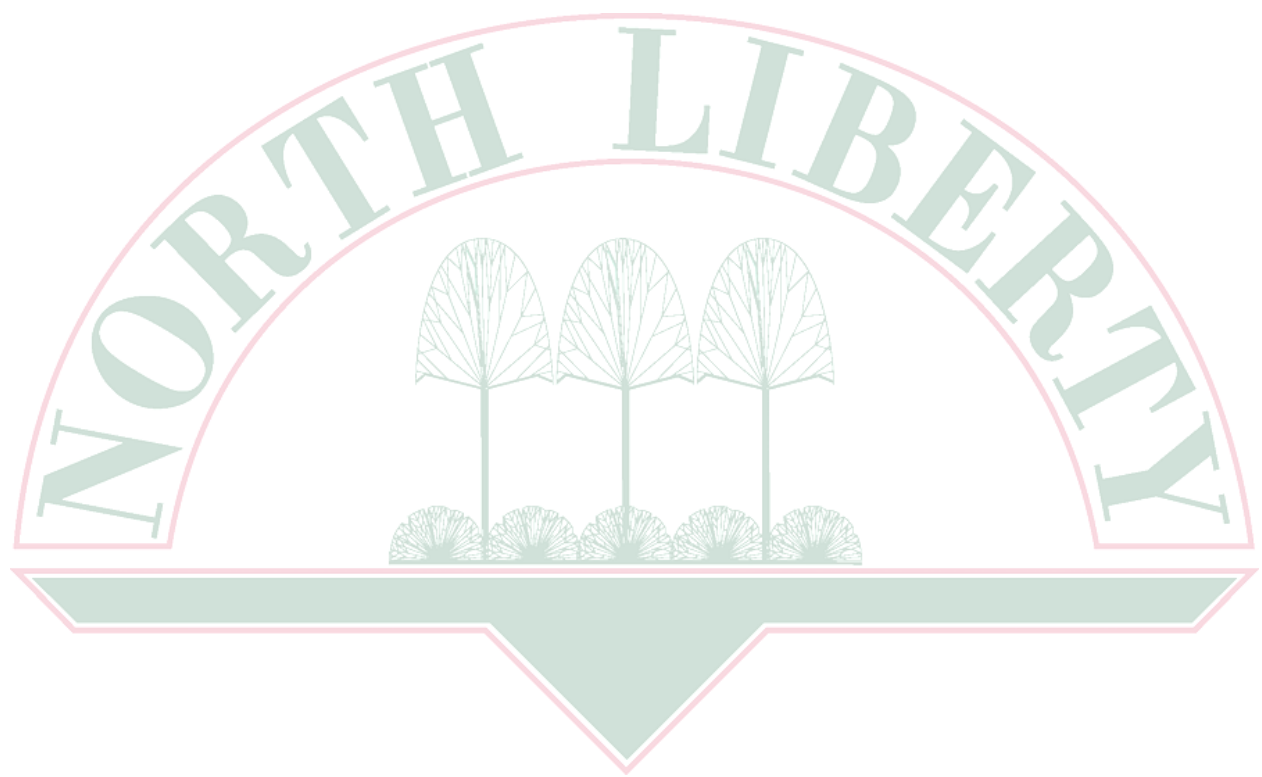
ATTEST:

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

# DiVentures Site Plan







September 27, 2018

## **Memo**

To: North Liberty Planning Commission  
From: Dean Wheatley, Planning Director  
Subject: Site Plan Approval Request  
(Liberty's Gate Part 1, Lots 1 and 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

This request is to construct a new commercial swimming and scuba diving education center at the southeast corner of the intersection of West Penn Street and Penn Court. This is a highly visible location on West Penn with the recently-installed wide sidewalk/trail across the front of the property, and this plan for development will significantly enhance the corridor. The application is one of the best-prepared and most complete seen in some time.

The building is an attractive modern design with well-considered material changes, dramatic rooflines, and good proportions. It meets all design standards.

The site layout is straightforward and would be hard to improve upon, with generous setbacks and landscaping featured along Penn Street. Unlike most site plans, it is immediately apparent that a professional landscape architect was engaged to work on this site plan. Pedestrian-scale feature(s) required by the Zoning Ordinance are built into the plan, with a patio, good sidewalk connections, and extensive landscaping shown.

The plan meets or exceeds all City requirements and goals for development in the Penn Street corridor. Staff recommends approval of the site plan.

### Note:

A Plat of Survey is required to move the existing lot line, and will need to be recorded prior to issuance of a building permit.



**OWNER**  
**DIVENTURES L.L.C., DEAN HOLLIS**  
4303 SOUTH 121ST STREET  
OMAHA, NEBRASKA 68137  
402.933.6251

**PROJECT TEAM**  
**CIVIL ENGINEER**  
**SHOEMAKER-HAALAND**  
ADDRESS  
160 HOLIDAY RD  
CORALVILLE, IA 52241

**STRUCTURAL ENGINEER**  
**J&M ENGINEERING**  
ADDRESS  
SPRINGFIELD, MO 65807  
417.890.8002

**MEP ENGINEER**  
**INTERPRES BUILDING SYSTEMS**  
ADDRESS  
SPRINGFIELD, MO 658105A  
417.877.1700

# DIVENTURES SCUBA AND SWIM CENTER

## SITE PLAN

### NORTH LIBERTY, IOWA

### LEGEND

#### LINE TYPES

EXISTING		PROPOSED
(S)	SANITARY SEWER	S
(ST)	STORM SEWER	ST
(SD)	SUBDRAIN	SD
(E)	UNDERGROUND ELECTRIC	E
(OE)	OVERHEAD ELECTRIC	OE
(G)	GAS	G
(T)	UNDERGROUND TELEPHONE	T
(W)	WATER	W
- - -	PROPERTY LINE	- - -
· · ·	SURFACE WATER	· · ·
- - - 830	CONTOUR	- - - 830
~~~~~	TREE LINE	~~~~~
□ □ □ □ □ □ □ □	BLOCK RETAINING WALL	□ □ □ □ □ □ □ □
○ ○ ○ ○ ○ ○ ○ ○	CHAIN LINK FENCE	○ ○ ○ ○ ○ ○ ○ ○
□ □ □ □ □ □ □ □	WOOD FENCE	□ □ □ □ □ □ □ □
	WIRE FENCE	
- - - - -	DISTURBANCE LIMITS	- - - - -

#### SYMBOLS

⊠	AIR CONDITIONING UNIT	⊠	ELECTRIC METER
⊙	ANCHOR BOLT	⊙	ELECTRIC MANHOLE
⊙	ANTENNA	⊙	FIRE HYDRANT
⊙	BEE HIVE INLET	⊙	FIBER OPTIC BOX
⊙	BUILDING COLUMN	⊙	FIBER OPTIC MANHOLE
⊙	SURVEY BENCHMARK	⊙	GAS METER
⊙	BOLLARD	⊙	GAS VALVE
⊙	CABLE TELEVISION BOX	⊙	GAS MANHOLE
⊙	SIGN	⊙	GUY WIRE
⊙	CONIFEROUS TREE	⊙	LIGHT POLE
⊙	DECIDUOUS TREE	⊙	POWER POLE
⊙	SHRUB	⊙	TELEPHONE BOX
⊙	ELECTRIC BOX	⊙	TELEPHONE MANHOLE
⊙	ELECTRIC HAND HOLE	⊙	SANITARY SEWER MANHOLE
		⊙	STORM SEWER MANHOLE
		⊙	WATER VALVE
		⊙	WATER MANHOLE

#### HATCHES

■	PORTLAND CEMENT CONCRETE SIDEWALK	▨	AGGREGATE SURFACING
■	7" PORTLAND CEMENT CONCRETE PAVEMENT	▨	EARTH
■	6" PORTLAND CEMENT CONCRETE PAVEMENT	▨	HYDROSEEDING
▨	REMOVAL OF EXISTING PAVEMENTS	▨	SODDING
▨	MULCH	▨	TURF REINFORCED MAT
▨	DECORATIVE BRICK PAVER	▨	REVETMENT



#### LOCATION MAP

1"=500'



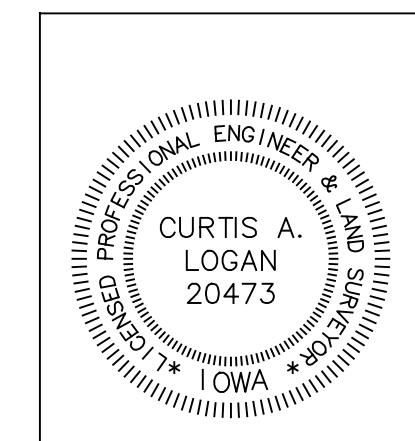
#### INDEX OF SHEETS

SHEET No.	DESCRIPTION	REV
C.0	COVER SHEET	A
C.1	EXISTING CONDITIONS AND REMOVALS	A
C.2	LAYOUT AND DIMENSION PLAN	A
C.3	UTILITY PLAN	A
C.4	GRADING PLAN	A
C.5	EROSION CONTROL PLAN	A
C.6	EROSION CONTROL DETAILS	A
C.7	DETAILS	A
C.8	FIRE APPARATUS TURNING PLAN	A
LA.1	LANDSCAPE PLAN	A
LA.2	LANDSCAPE DETAILS	A

**PREPARED BY:**  
Curtis Logan, P.E., P.L.S.  
clogan@shoemaker-haaland.com  
319.383.7827  
Shoemaker and Haaland Professional Engineers  
160 Holiday Rd  
Coralville, IA 52241

**OWNER / APPLICANT:**  
Diventures, LLC  
Mr. Dean Hollis  
4303 South 121st Street  
Omaha, NE 68137  
402.933.6251

**LEGAL DESCRIPTION:**  
Lots 1 and 2, Liberty's Gate Part One, North Liberty, Iowa, according to the plat thereof recorded in Book 41, Page 263, Plat Records of Johnson County, Iowa  
Lot 1 Area = 1.27 acre  
Lot 2 Area = 1.27 acre  
Total Area = 2.54 acre



I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Curtis A. Logan      Lic. No. 20473      Date 09/20/2018

My license renewal date is December 31, 2018.

Pages or sheets covered by this seal:  
C.0-C.07

#### REVISIONS

NO.	DESCRIPTION	DATE
	REVISED PER CITY COMMENTS	2018-09-26

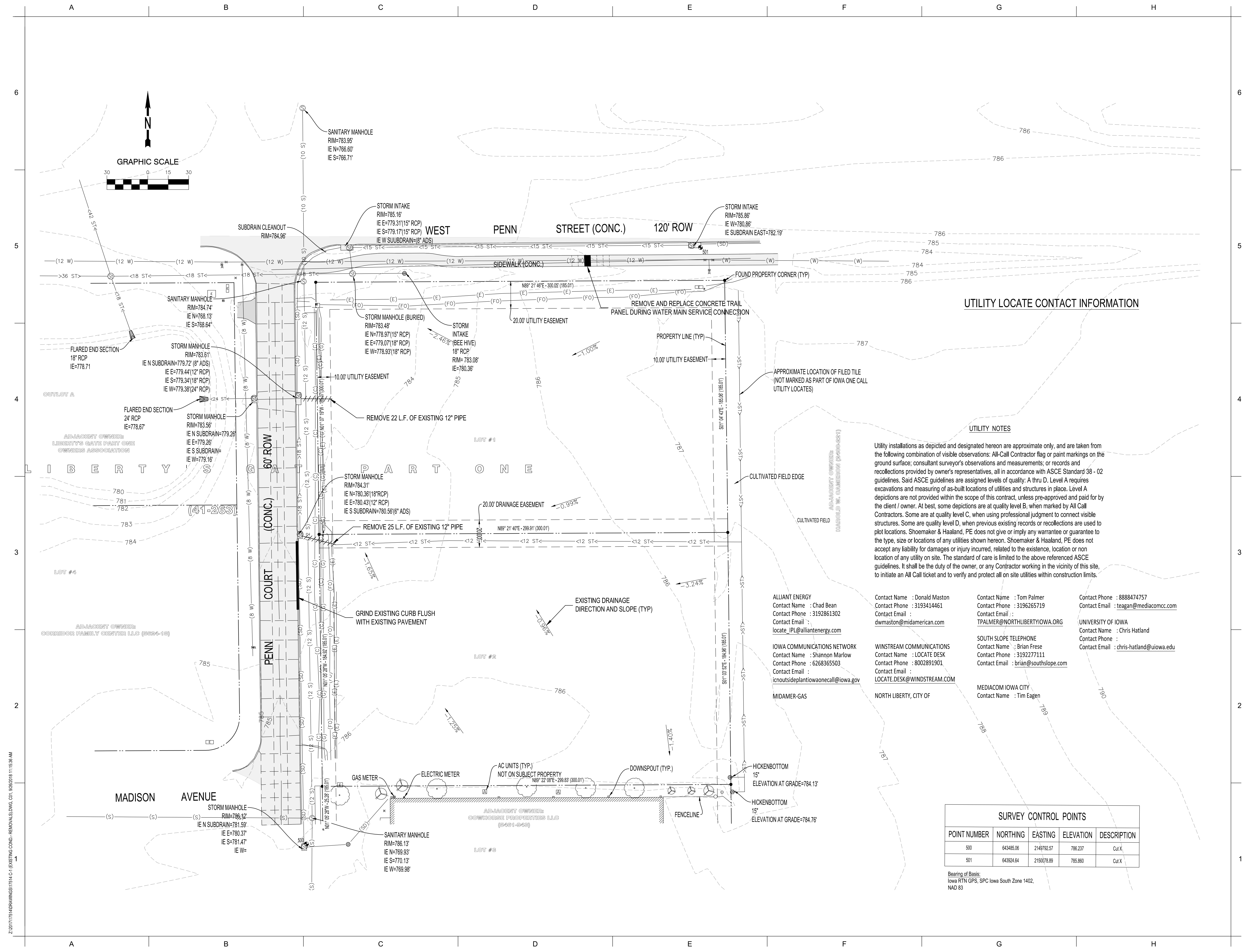
**PROJECT TITLE:**  
**DIVENTURES NORTH LIBERTY**  
PROJECT ADDRESS:  
WEST PENN STREET  
NORTH LIBERTY, IOWA 52317

1 COVER SHEET

PROJECT NO. 17-042  
DRAWN BY: CAL  
REVIEWED BY: GFF  
DATE: 09.24.2018

SHEET  
**C.0**





**UTILITY LOCATE CONTACT INFORMATION**

**UTILITY NOTES**

Utility installations as depicted and designated hereon are approximate only, and are taken from the following combination of visible observations: All-Call Contractor flag or paint markings on the ground surface; consultant surveyor's observations and measurements; or records and recollections provided by owner's representatives, all in accordance with ASCE Standard 38 - 02 guidelines. Said ASCE guidelines are assigned levels of quality: A thru D. Level A requires excavations and measuring of as-built locations of utilities and structures in place. Level A depictions are not provided within the scope of this contract, unless pre-approved and paid for by the client / owner. At best, some depictions are at quality level B, when marked by All Call Contractors. Some are at quality level C, when using professional judgment to connect visible structures. Some are quality level D, when previous existing records or recollections are used to plot locations. Shoemaker & Haaland, PE does not give or imply any warranty or guarantee to the type, size or locations of any utilities shown hereon. Shoemaker & Haaland, PE does not accept any liability for damages or injury incurred, related to the existence, location or non location of any utility on site. The standard of care is limited to the above referenced ASCE guidelines. It shall be the duty of the owner, or any Contractor working in the vicinity of this site, to initiate an All Call ticket and to verify and protect all on site utilities within construction limits.

- |                                                                                                                                                                  |                                                                                                                                                     |                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ALLIANT ENERGY</b><br/>Contact Name : Chad Bean<br/>Contact Phone : 3193414461<br/>Contact Email : chadbean@alliantenergy.com</p>                          | <p>Contact Name : Tom Palmer<br/>Contact Phone : 3196265719<br/>Contact Email : TPALMER@NORTHLIBERTYIOWA.ORG</p>                                    | <p>Contact Phone : 8888474757<br/>Contact Email : teagan@mediacomcc.com</p>                                                                  |
| <p><b>IOWA COMMUNICATIONS NETWORK</b><br/>Contact Name : Shannon Marlow<br/>Contact Phone : 6268365503<br/>Contact Email : icnoutsideplantwaonecall@iowa.gov</p> | <p><b>WINSTREAM COMMUNICATIONS</b><br/>Contact Name : LOCATE DESK<br/>Contact Phone : 8002891901<br/>Contact Email : LOCATE.DESK@WINDSTREAM.COM</p> | <p><b>UNIVERSITY OF IOWA</b><br/>Contact Name : Chris Hatland<br/>Contact Phone : 3192277111<br/>Contact Email : chris-hatland@uiowa.edu</p> |
| <p><b>MIDAMER-GAS</b></p>                                                                                                                                        | <p><b>NORTH LIBERTY, CITY OF</b></p>                                                                                                                | <p><b>MEDIACOM IOWA CITY</b><br/>Contact Name : Tim Eagen</p>                                                                                |

**SURVEY CONTROL POINTS**

POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
500	643485.06	2149792.57	786.237	C&X
501	643624.64	2150078.89	785.860	C&X

Bearing of Basis:  
Iowa RTN GPS, SPC Iowa South Zone 1402,  
NAD 83

**REVISIONS**

NO.	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	2018-09-26

**PROJECT TITLE:**  
**DIVENTURES NORTH LIBERTY**  
PROJECT ADDRESS:  
WEST PENN STREET  
NORTH LIBERTY, IOWA 52317

**EXISTING CONDITIONS AND REMOVALS**

PROJECT NO. 17-042  
DRAWN BY: CAL  
REVIEWED BY: GFF  
DATE: 09.24.2018

**GENERAL SITE INFORMATION:**

**LEGAL DESCRIPTION:**  
Lots 1 and 2, Liberty's Gate Part One, North Liberty, Iowa, according to the plat thereof recorded in Book 41, Page 263, Plat Records of Johnson County, Iowa  
Lot 1 Area = 1.27 acre  
Lot 2 Area = 1.27 acre  
Total Area = 2.54 acre

**CURRENT USE:**  
Vacant Lot

**PROPOSED USE:**  
Retail

**CURRENT ZONING:**  
C-2-A, Highway Commercial District (168.06, North Liberty Code of Ordinances)

**SETBACKS:**  
Minimum Yard Requirements (Table 168.06 - F, North Liberty Code of Ordinances)  
Front Yard Depth - 25 feet  
Each Side Yard Width - 10 feet  
Rear Yard Depth - 20 feet  
Maximum Height - 35 feet or 2 1/2 Stories

**PARKING REQUIREMENTS:** (Table 169-A, North Liberty Code of Ordinances)

TYPE	REQUIREMENT	SF	REQ'D
Retail	1 per 200 gross sf	7850	40
Spaces Provided			86

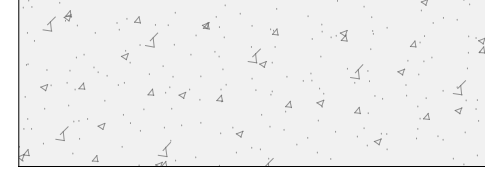
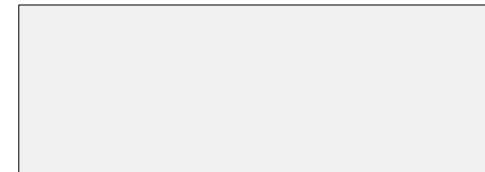

**AREA CALCULATIONS**

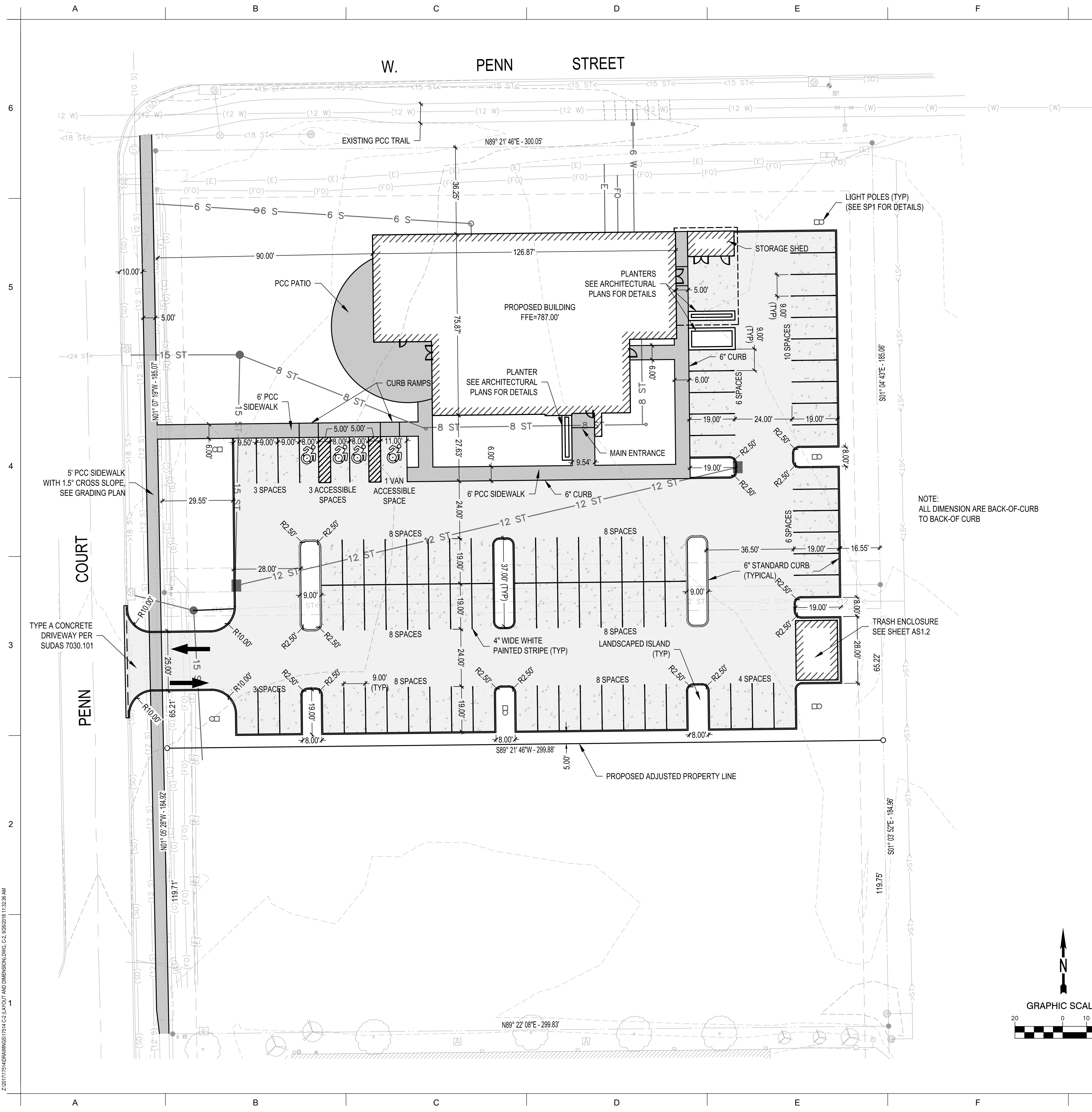
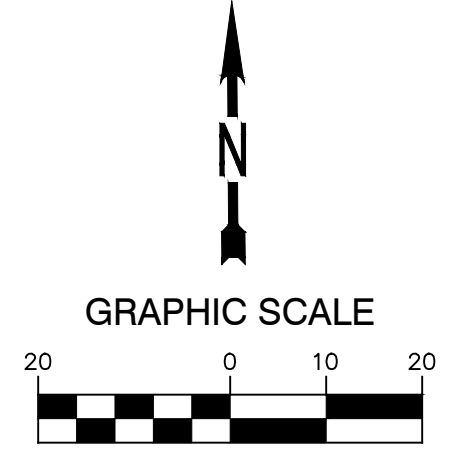
	SF	ACRE
Property Area (Current)	110,624	2.54
Property Area (Proposed)	75,879	1.74
Impervious Area - Existing	0	0
Impervious Area - Proposed		
Roof	9,353	0.21
Sidewalk	5,588	0.08
Pavement	34,739	0.77
Total	49,680	1.06
% Impervious	65%	

**FEMA:**  
The property shown hereon does not lie within the flood plain as shown on FIRM 19103C0180E

**SITE LAYOUT NOTES:**

- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST REVISION OF SUDAS
- PCC PAVEMENT SHALL BE 6" PCC OVER 6" MODIFIED SUBBASE. PAVEMENT SUBGRADE PREPARATION SHALL BE PER SUDAS SECTION 2010.
- PCC PAVEMENT SHALL BE IDOT CLASS C MIX.
- PCC PAVEMENT JOINTS PER SUDAS FIGURE 7010.101. MAXIMUM SPACING OF 15 FT. ALL SAWED JOINTS SHALL BE SEALED.
- PCC CURB AND GUTTER SHALL BE 6" STANDARD CURB IN ACCORDANCE WITH SUDAS FIGURE 7010.102.
- PCC SIDEWALK SHALL BE 4" PCC OVER 4" MODIFIED SUBBASE IN ACCORDANCE WITH NORTH LIBERTY MIN DESIGN STANDARDS
- PCC SIDEWALK SHALL BE IN ACCORDANCE WITH SUDAS FIGURE 7030.201 & 7030.202. CURB ADJACENT TO SIDEWALK SHALL BE PER DETAIL 3.
- CURB RAMPS AND TURNING SPACES SHALL BE IN ACCORDANCE WITH SUDAS FIGURES 7030.204, 7030.205, 7030.207, & 7030.210.
- INSTALL "ACCESSIBLE PARKING SPACE" AND "VAN ACCESSIBLE PARKING SPACE" SIGNS PER SUDAS.
- STORM WATER MANAGEMENT PROVIDED BY EXISTING STORM WATER DETENTION BASIN

-  6" PCC CONCRETE PARKING WITH 6" MODIFIED SUBBASE
-  7" PCC CONCRETE WITH 6" MODIFIED SUBBASE FOR 75,000 LBS FIRE APPARATUS
-  4" PCC CONCRETE SIDEWALK WITH 4" MODIFIED SUBBASE



NOTE:  
ALL DIMENSION ARE BACK-OF-CURB  
TO BACK-OF CURB

TRASH ENCLOSURE  
SEE SHEET AS1.2

**REVISIONS**

NO.	DESCRIPTION	DATE

**PROJECT TITLE:**  
**DIVENTURES NORTH LIBERTY**  
PROJECT ADDRESS:  
WEST PENN STREET  
NORTH LIBERTY, IOWA 52317

LAYOUT AND DIMENSION PLAN

PROJECT NO. 17-042  
DRAWN BY: CAL  
REVIEWED BY: GFF  
DATE: 09.24.2018

SHEET  
**C.2**



**REVISIONS**

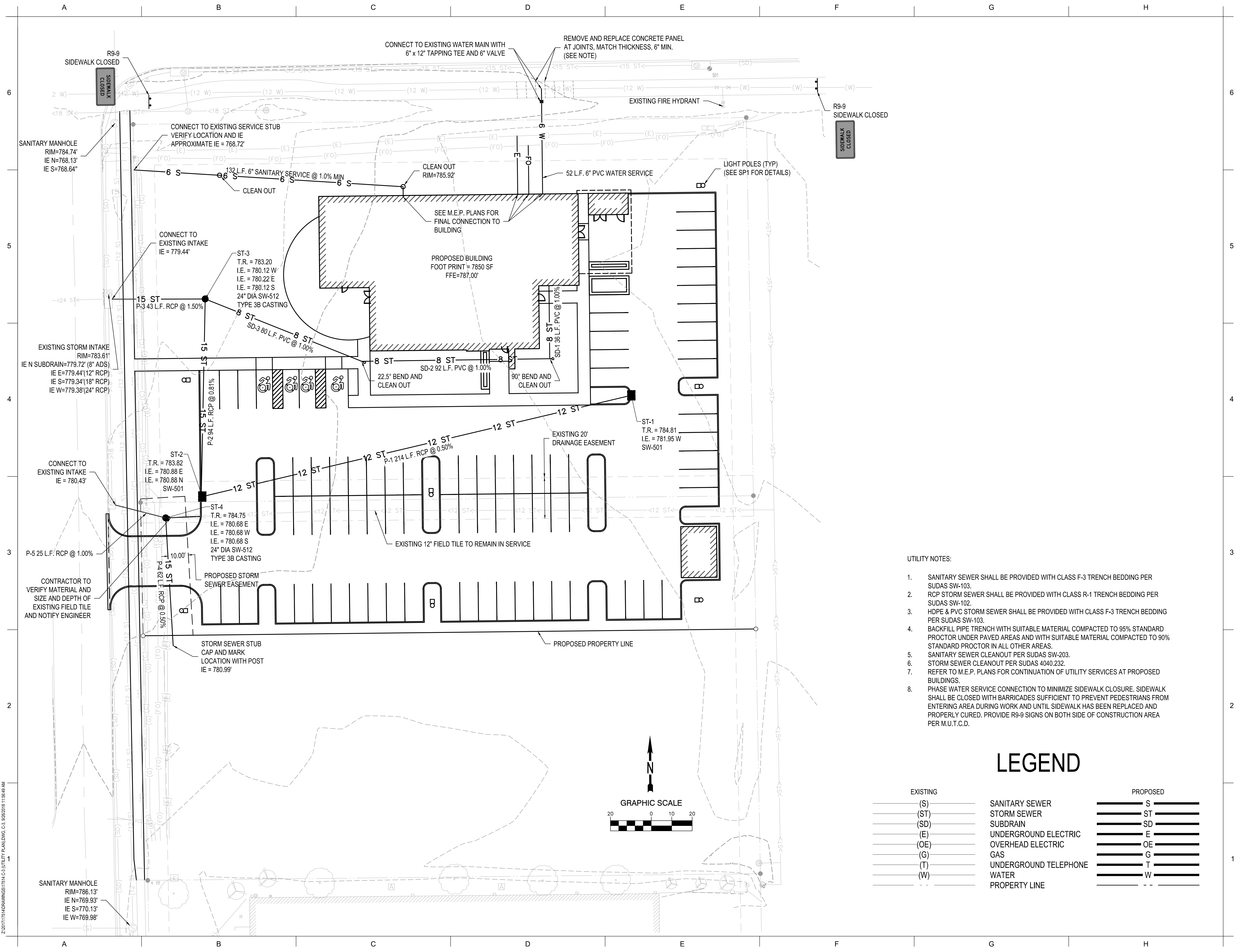
NO.	DESCRIPTION	DATE
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**PROJECT TITLE:**  
**DIVENTURES NORTH LIBERTY**  
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WEST PENN STREET  
NORTH LIBERTY, IOWA 52317

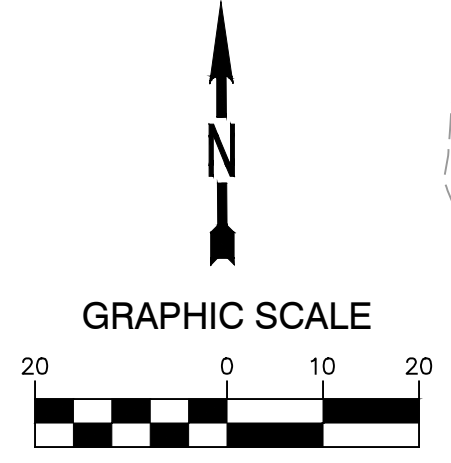
UTILITY PLAN

PROJECT NO. 17-042  
DRAWN BY: CAL  
REVIEWED BY: GFF  
DATE: 09.24.2018

SHEET  
**C.3**



- UTILITY NOTES:**
- SANITARY SEWER SHALL BE PROVIDED WITH CLASS F-3 TRENCH BEDDING PER SUDAS SW-103.
  - RCP STORM SEWER SHALL BE PROVIDED WITH CLASS R-1 TRENCH BEDDING PER SUDAS SW-102.
  - HDPE & PVC STORM SEWER SHALL BE PROVIDED WITH CLASS F-3 TRENCH BEDDING PER SUDAS SW-103.
  - BACKFILL PIPE TRENCH WITH SUITABLE MATERIAL COMPACTED TO 95% STANDARD PROCTOR UNDER PAVED AREAS AND WITH SUITABLE MATERIAL COMPACTED TO 90% STANDARD PROCTOR IN ALL OTHER AREAS.
  - SANITARY SEWER CLEANOUT PER SUDAS SW-203.
  - STORM SEWER CLEANOUT PER SUDAS 4040.232.
  - REFER TO M.E.P. PLANS FOR CONTINUATION OF UTILITY SERVICES AT PROPOSED BUILDINGS.
  - PHASE WATER SERVICE CONNECTION TO MINIMIZE SIDEWALK CLOSURE. SIDEWALK SHALL BE CLOSED WITH BARRICADES SUFFICIENT TO PREVENT PEDESTRIANS FROM ENTERING AREA DURING WORK AND UNTIL SIDEWALK HAS BEEN REPLACED AND PROPERLY CURED. PROVIDE R9-9 SIGNS ON BOTH SIDE OF CONSTRUCTION AREA PER M.U.T.C.D.



**LEGEND**

EXISTING		PROPOSED
(S)	SANITARY SEWER	S
(ST)	STORM SEWER	ST
(SD)	SUBDRAIN	SD
(E)	UNDERGROUND ELECTRIC	E
(OE)	OVERHEAD ELECTRIC	OE
(G)	GAS	G
(T)	UNDERGROUND TELEPHONE	T
(W)	WATER	W
- - -	PROPERTY LINE	- - -

2/20/17 11:40 AM DRWING:ST1514 CO:UTILITY PLAN.DWG, CO:3620218 11:36:49 AM

**OWNER**  
**DIVENTURES L.L.C., DEAN HOLLIS**  
4303 SOUTH 121ST STREET  
OMAHA, NEBRASKA 68137  
402.933.6251

**PROJECT TEAM**

**CIVIL ENGINEER**  
**SHOEMAKER-HAALAND**  
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160 HOLIDAY RD  
CORALVILLE, IA 52241

**STRUCTURAL ENGINEER**  
**J&M ENGINEERING**  
ADDRESS  
SPRINGFIELD, MO 65807  
417.890.8002

**MEP ENGINEER**  
**INTERPRES BUILDING SYSTEMS**  
ADDRESS  
SPRINGFIELD, MO 658105A  
417.877.1700

**Shoemaker Haaland**  
www.shoemaker-haaland.com  
319-286-8888

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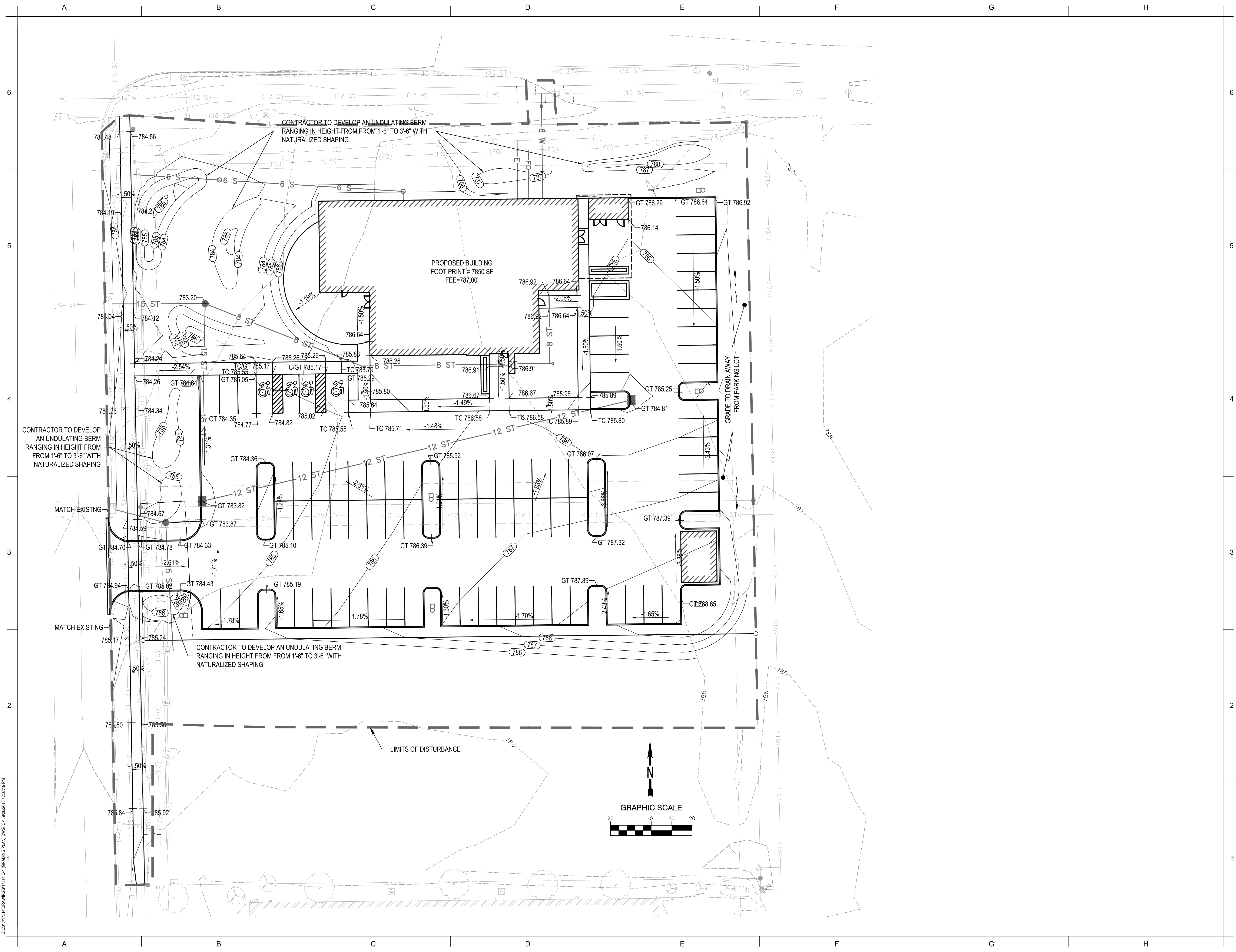
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**PROJECT TITLE:**  
**DIVENTURES NORTH LIBERTY**  
PROJECT ADDRESS:  
WEST PENN STREET  
NORTH LIBERTY, IOWA 52317

**1 GRADING PLAN**

PROJECT NO. 17-042  
DRAWN BY: CAL  
REVIEWED BY: GFF  
DATE: 09.24.2018

SHEET  
**C.4**



2/20/17/15/14/DRAINING/1514-C4-GRADING PLAN.DWG, C4, 9/26/2018 12:21:19 PM



**GRADING AND EROSION CONTROL NOTES:**

1. THIS PROJECT IS COVERED BY IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2 AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS PART OF THESE CONTRACT DOCUMENTS.
2. DISTURBED AREA = 1.58 AC.
3. ALL CONTRACTORS SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT CONTROLS POLLUTANTS, MINIMIZES EROSION, AND PREVENTS SEDIMENTS FROM ENTERING WATERS OF THE STATE AND LEAVING THE PROJECT SITE.
4. PRESERVE VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION. CONTRACTOR SHALL PROTECT TREES NOT MARKED FOR REMOVAL.
5. RESTORE ALL SURFACES DISTURBED BY CONSTRUCTION RELATED ACTIVITIES TO A CONDITION AT LEAST EQUAL TO THAT IN WHICH THEY WERE FOUND BEFORE WORK COMMENCED. USE SUITABLE MATERIALS AND METHODS FOR RESTORATION.
6. PERMANENT SEEDING PER SUDAS SECTION 9010. INSTALL PERMANENT SEEDING IN ALL DISTURBED, NON-HARD SURFACED AREAS, INCLUDING PUBLIC ROW. THIS CONSTRUCTION SEASON IF POSSIBLE. IF PERMANENT SEEDING CANT BE INSTALLED THIS YEAR, IT SHALL BE INSTALLED THE FOLLOWING CONSTRUCTION SEASON.
7. TEMPORARY STABILIZATION TO BE MULCHED (INACTIVE BARE AREAS AND STOCK PILES.)
8. EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED, MAINTAINED, AND REMOVED IN ACCORDANCE WITH SUDAS SECTION 9040 AND THE FOLLOWING FIGURES:
  - FILTER BERM AND FILTER SOCK: FIGURE 9040.102
  - ROLLED EROSION CONTROL PRODUCTS (RECP): FIGURE 9040.103 AND 9040.104
  - WATTLE: FIGURE 9040.105
  - SILT FENCE: FIGURE 9040.119 AND IDOT EC-201
  - PERIMETER AND SLOPE SEDIMENT CONTROL DEVICES: IDOT EC-201 & EC-204.
  - STABILIZED CONSTRUCTION ENTRANCE: FIGURE 9040.120
  - INTAKE PROTECTION: IDOT STANDARD ROAD PLAN EC-204
  - CURB INLET PROTECTION: C.R. METRO DETAIL 1300-025
  - CONCRETE WASHOUT PER SUDAS 11050
9. CONTRACTOR SHALL DETERMINE THE LOCATION ON THE PROJECT SITE, INSTALL, AND UPDATE LOCATION ON SWPPP PLAN THE FOLLOWING:
  - STABILIZED CONSTRUCTION ENTRANCE
  - SOIL AND TOPSOIL STOCKPILE AREA
  - SNOW STORAGE AREA
  - CONSTRUCTION MATERIALS AND EQUIPMENT STORAGE AREA
  - WASTE DISPOSAL AREA
  - PORTABLE TOILET
  - CONCRETE WASHOUT AREA
  - SPILL KIT
10. PROPOSED CONTOURS REPRESENT FINISHED GRADE.

**REVISIONS**

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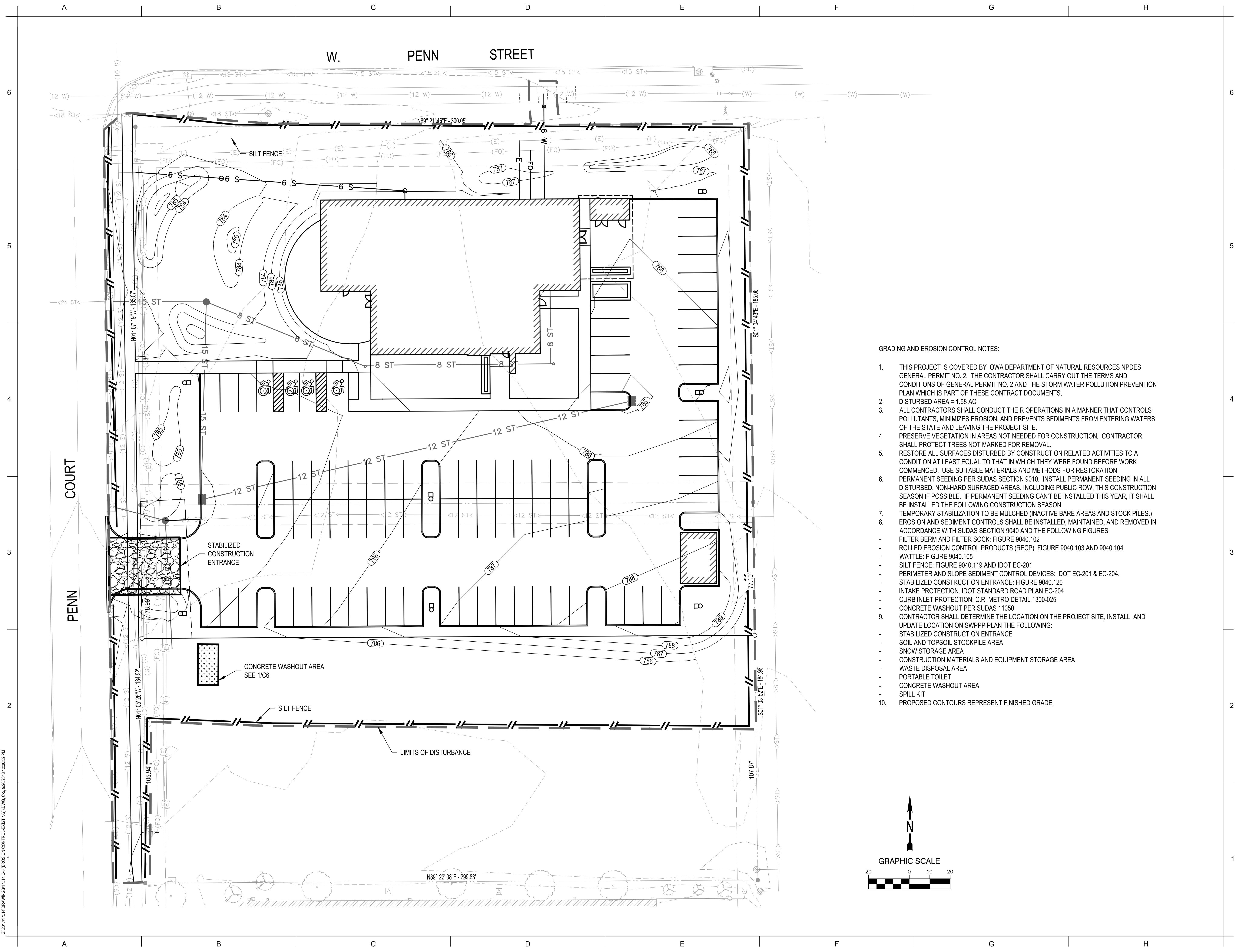
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**PROJECT TITLE:**  
**DIVENTURES NORTH LIBERTY**  
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WEST PENN STREET  
NORTH LIBERTY, IOWA 52317

1 EROSION CONTROL PLAN

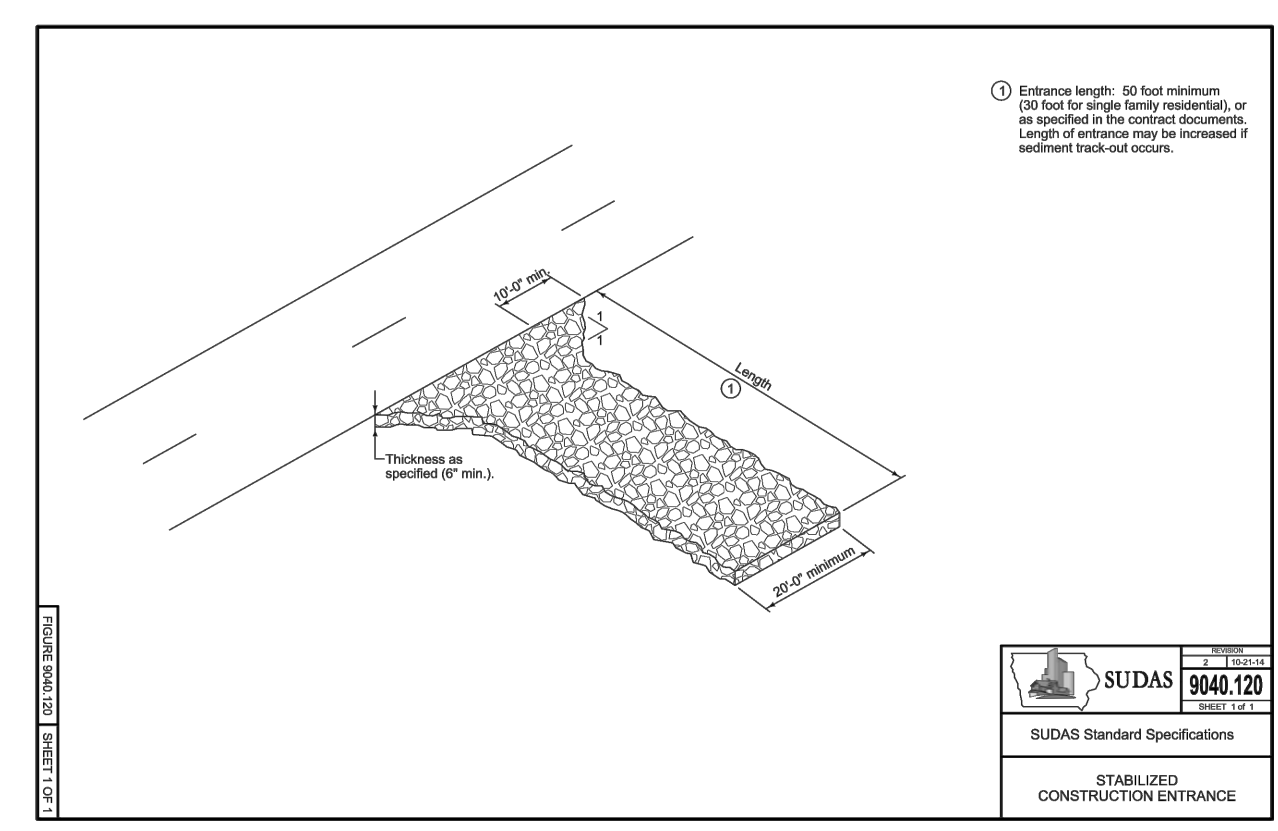
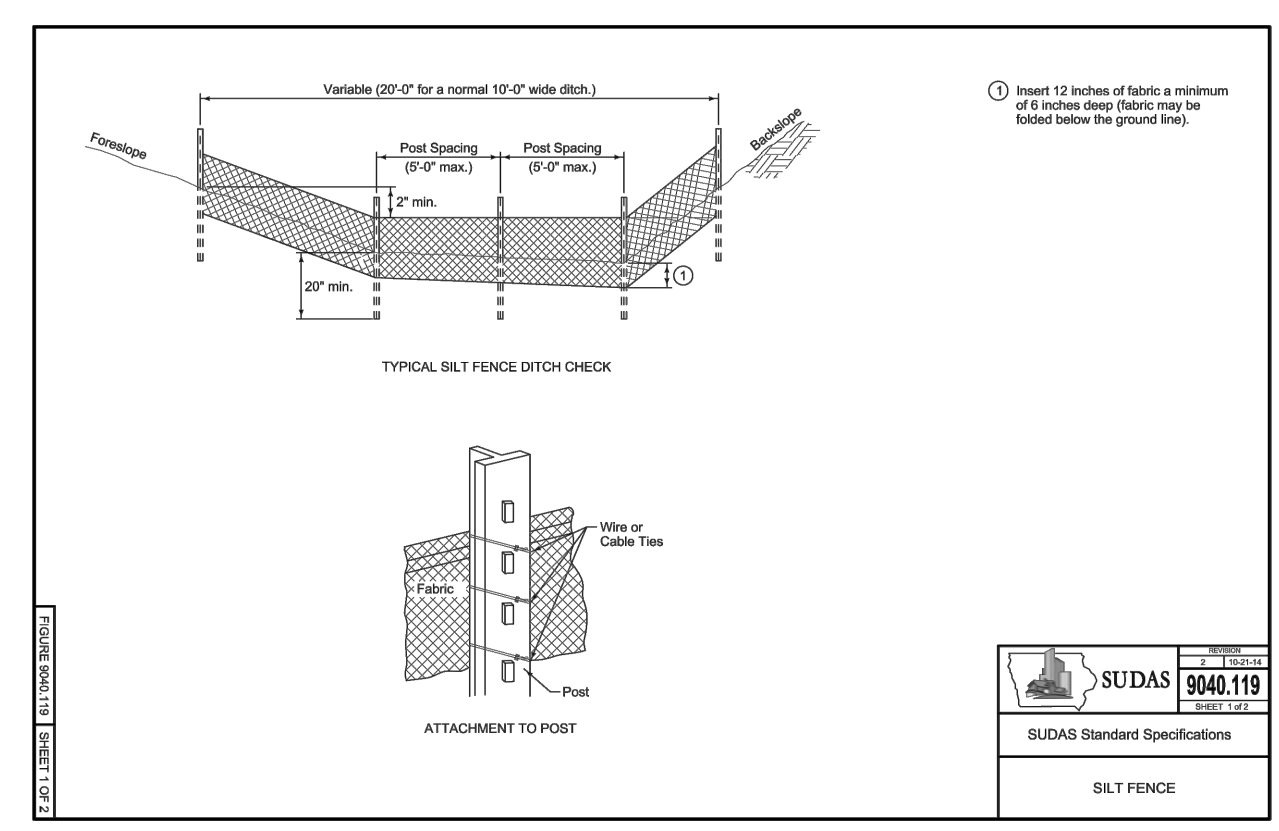
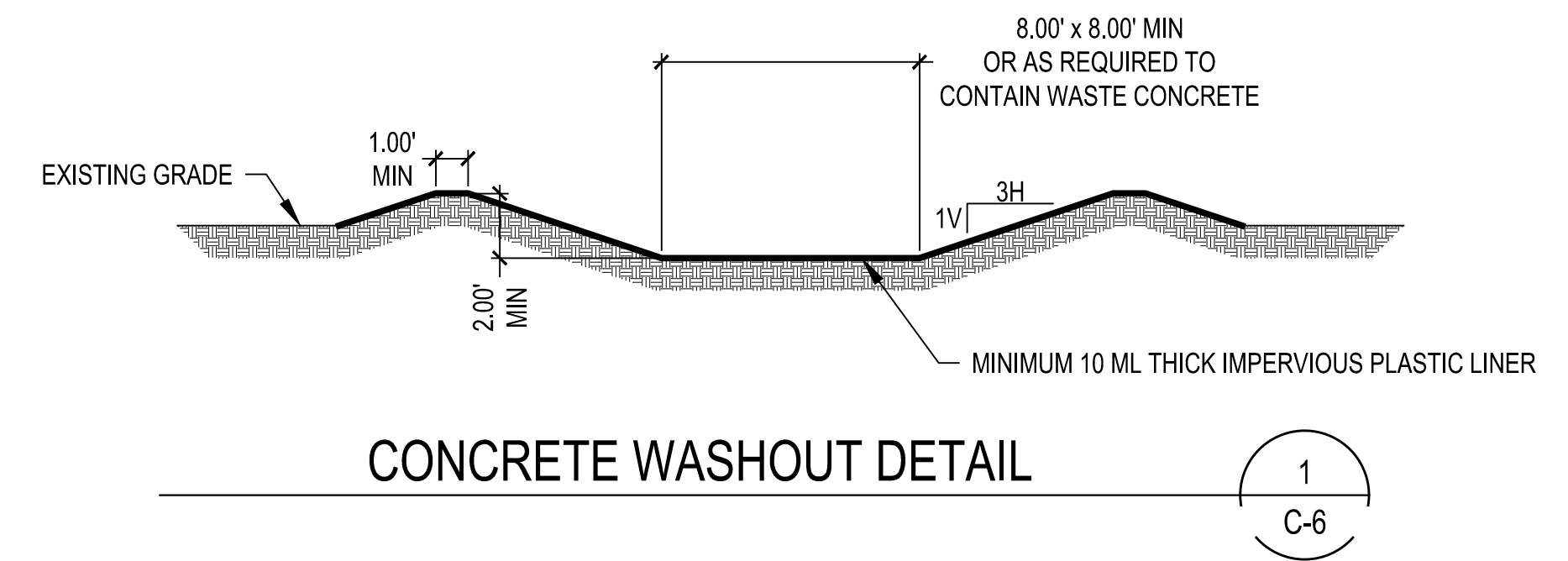
PROJECT NO. 17-042  
DRAWN BY: CAL  
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DATE: 09.24.2018

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**C.5**



2/20/17/175/4/DRAWINGS/17514-C5-EROSION CONTROL-EXISTING(DWG)-C5-9/26/18 12:30:32 PM

- SUDAS SECTION 11.050**  
**3.01 CONCRETE WASHOUT**
- A. Provide concrete washwater containment on all projects where concrete washwater will be generated. Clearly mark the location of the washout area and provide directions to truck drivers.
  - B. Locate concrete washout containment systems a minimum of 50 feet from proposed or existing storm sewer intakes, open ditches, or waterbodies.
  - C. Collect all concrete washwater from ready mixed trucks, pumper trucks, and cleaning of tools and other equipment.
  - D. Retain concrete washwater within the containment system until the water evaporates or is collected and disposed.
  - E. Prior to rain events, lower the liquid level or cover the concrete washout containment area to prevent overflow.
  - F. Clean out the concrete washwater containment area when it reaches 75% of the total capacity.
  - G. Hardened solids may be removed from the containment area and disposed of as other nonhazardous wastes or may be broken up and used on the site for other appropriate uses.



**REVISIONS**

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**PROJECT TITLE:**  
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WEST PENN STREET  
NORTH LIBERTY, IOWA 52317

1 EROSION CONTROL DETAILS

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**REVISIONS**

NO.	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	2018-09-26

**SECTION A-A**

**PLAN**

**REINFORCING BAR LIST**

Mark	Size	Location	Shape	Length	Count	Spacing
4w1	4	Walls	12"	Varies	14	12"
4w2	4	Long Walls	2-5"	Varies	12"	
4w3	4	Short Walls	2-5"	Varies	12"	
4b1	4	Base	4-2"	4	10"	
4b2	4	Base	3-2"	5	10"	

**MAXIMUM PIPE DIAMETERS**

Pipe Location	Precast Structure	Cast-in-place Structure
Short Wall	15"	18"
Long Wall	24"	30"

**SUDAS HOWADOT SW-501**

**SINGLE GRATE INTAKE**

**TYPE A-1 CLEANOUT**

**TYPE A-2 CLEANOUT (Non-traffic areas only)**

**TYPE B CLEANOUT (Non-traffic areas only)**

**TYPE A CLEANOUT CONNECTIONS**

**DETAIL A**

**SUDAS HOWADOT 4040.232**

**SUBDRAIN CLEANOUTS**

**CLEANOUT**

**SANITARY SEWER CLEANOUT**

**SUDAS HOWADOT SW-203**

**TYPICAL SECTION**

**CASE 1**

**INTAKE SIZE - CASE 1**

Outlet Pipe Diameter	Minimum Riser Diameter
12"	18"
15"	24"
18"	24"
21"	30"
24"	30"
27"	30"

**SUDAS HOWADOT SW-512**

**CIRCULAR AREA INTAKE**

**TYPE 4**

**TYPE 4A** For Placement on 18" RCP

**TYPE 4B** For Placement on 24" RCP

**TYPE 4C** For Placement on 30" RCP

**TYPE 4D** For Placement on 36" RCP

**TYPE 3** (Light Duty)

**TYPE 5** (Light Duty) For Placement on 24" to 30" RCP

**TYPE 3A** For Placement on 18" RCP

**TYPE 3B** For Placement on 24" RCP

**SUDAS HOWADOT SW-604**

**CASTINGS FOR AREA INTAKES**

**TYPE A WITH FLARES**

**TYPE A WITH RADI**

**DETAIL A**

**TYPICAL SECTION**

**DETAIL B**

**SUDAS HOWADOT 7030.101**

**CONCRETE DRIVEWAY, TYPE A**

**PERPENDICULAR CURB RAMP** (For Class A Sidewalk)

**PARALLEL CURB RAMP** (For Class A Sidewalk)

**PERPENDICULAR AND PARALLEL CURB RAMP** (For Class B or C Sidewalk)

**SUDAS HOWADOT 7030.206**

**CURB RAMPS OUTSIDE OF INTERSECTION RADIUS**

**TRENCH BEDDING AND BACKFILL ZONES**

**Key**

- OD = Outside diameter of pipe
- D = Inside diameter of pipe
- TW = Trench width at top of pipe
- d = Depth of bedding material below pipe

**SUDAS HOWADOT SW-101**

**TRENCH BEDDING AND BACKFILL ZONES**

**BEDDING CLASSES**

**CLASS P-1**

**CLASS P-2**

**CLASS P-3**

**ALLOWABLE BURY DEPTH**

Pipe Diameter (inches)	DUCTILE IRON AWWA C151, CLASS 52			PVC, AWWA C900 & C905, DR18		
	Class P-1 Bedding	Class P-2 Bedding	Class P-3 Bedding	Class P-1 Bedding	Class P-2 Bedding	Class P-3 Bedding
4	40	40	40	4	19"	23
6	40	40	40	6	19"	23
8	40	40	40	8	19"	23
10	36	40	40	10	19"	23
12	31	40	40	12	19"	23
14	26	40	40	14	19"	23
16	23	37	40	16	19"	23
18	20	34	40	18	19"	23
20	18	32	40	20	19"	23
24	15	29	38	24	19"	23
30	13	27	31	30	19"	23
36	13	22	30	36	19"	23
42	13	21	29	42	19"	23
48	13	19	27	48	19"	23
54	13	19	27	54	19"	23

**SUDAS HOWADOT SW-104**

**PRESSURE PIPE TRENCH BEDDING**

**RCP AND VCP CIRCULAR PIPE BEDDING**

**CLASS B.1**

**CLASS B.2**

**CLASS B.3**

**CLASS B.4**

**CLASS B.5**

**CLASS B.6**

**REINFORCED CONCRETE ARCH AND ELLIPTICAL PIPE BEDDING**

**CLASS B.6 Arch**

**CLASS B.6 Vertical Ellipse**

**CLASS B.6 Horizontal Ellipse**

**SUDAS HOWADOT SW-102**

**RIGID GRAVITY PIPE TRENCH BEDDING**

**DETAIL 3**

**6" STANDARD CURB**

**TYPICAL PCC PAVEMENT CROSS SECTION**

**SUDAS HOWADOT SW-101**

**TRENCH BEDDING AND BACKFILL ZONES**

**6" STANDARD CURB**

**TYPICAL PCC PAVEMENT CROSS SECTION**

**SUDAS HOWADOT SW-101**

**TRENCH BEDDING AND BACKFILL ZONES**

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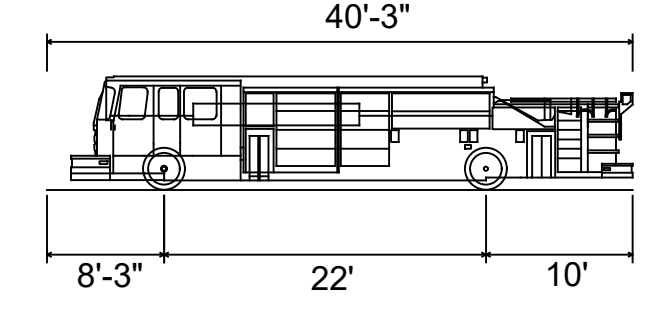


**PROJECT TEAM**

**CIVIL ENGINEER**  
**SHOEMAKER-HAALAND**  
ADDRESS  
160 HOLIDAY RD  
CORALVILLE, IA 52241

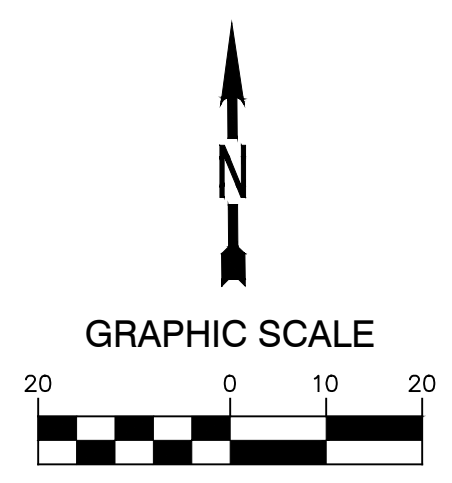
**STRUCTURAL ENGINEER**  
**J&M ENGINEERING**  
ADDRESS  
SPRINGFIELD, MO 65807  
417.890.8002

**MEP ENGINEER**  
**INTERPRES BUILDING SYSTEMS**  
ADDRESS  
SPRINGFIELD, MO 658105A  
417.877.1700



**NL FIRE APPARATUS**  
Overall Length  
Overall Width  
Overall Body Height  
Outer Steering Circle  
Inner Steering Circle

40.25ft  
8.25ft  
19.50ft  
92.00ft DIA  
65.00ft DIA



**REVISIONS**

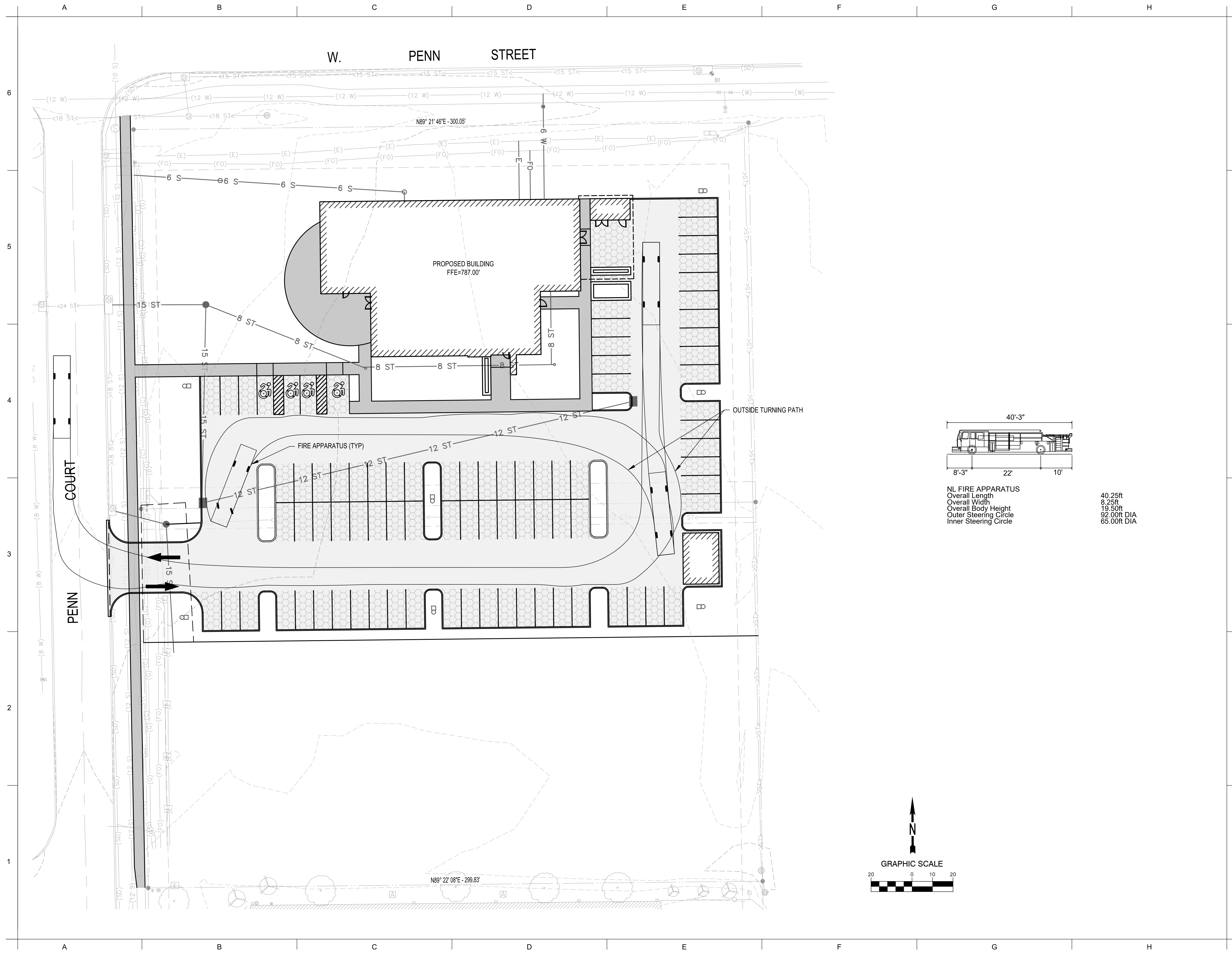
NO.	DESCRIPTION	DATE

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**PROJECT TITLE:**  
**DIVENTURES**  
**NORTH LIBERTY**  
PROJECT ADDRESS:  
WEST PENN STREET  
NORTH LIBERTY, IOWA 52317

**1 FIRE APPARATUS TURNING PLAN**

PROJECT NO. 17-042  
DRAWN BY: GAL  
REVIEWED BY: GFF  
DATE: 09.24.2018









**REVISIONS**

NO.	DESCRIPTION	DATE

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**PROJECT TITLE:**  
**DIVENTURES NORTH LIBERTY**  
PROJECT ADDRESS:  
WEST PENN STREET  
NORTH LIBERTY, IOWA 52317

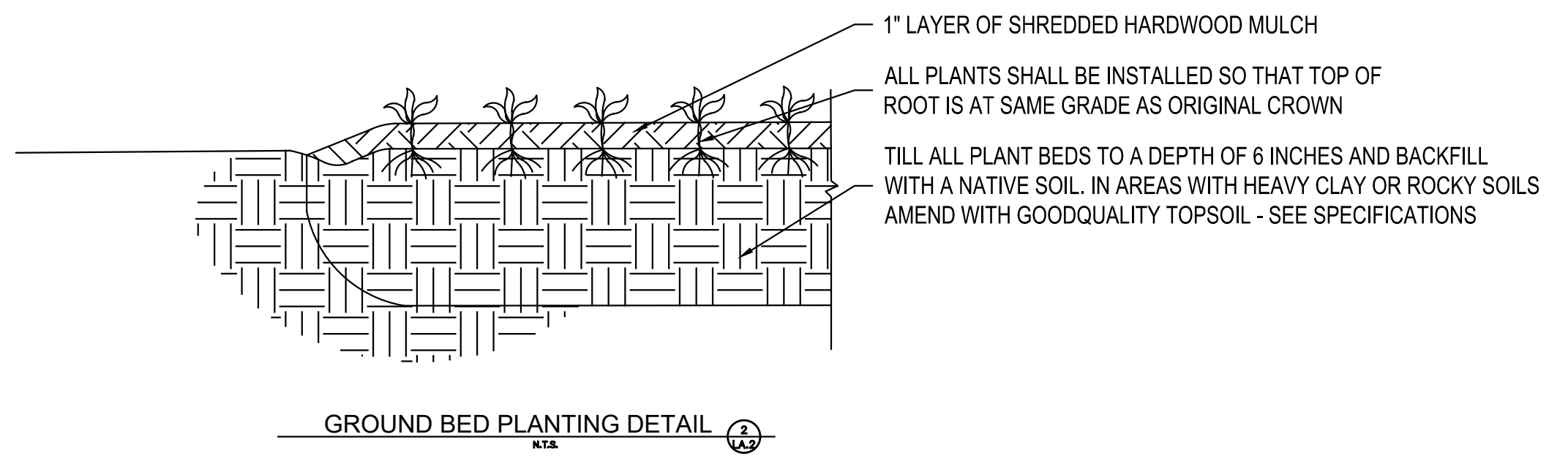
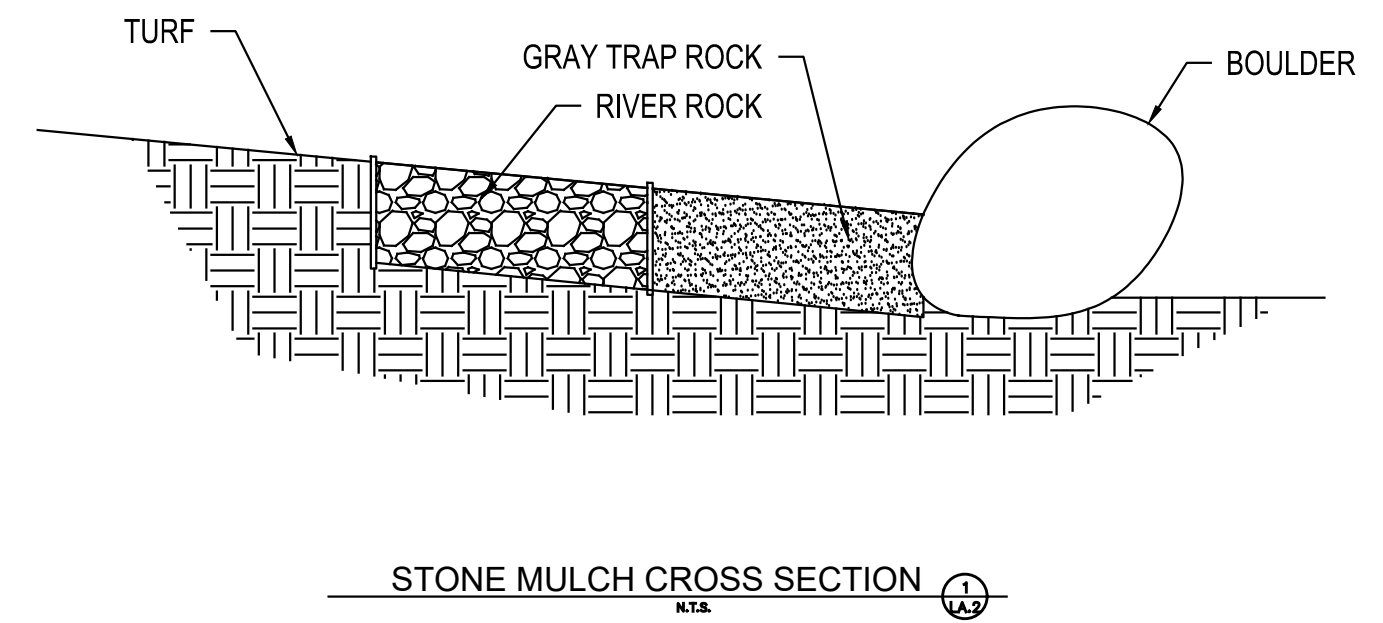
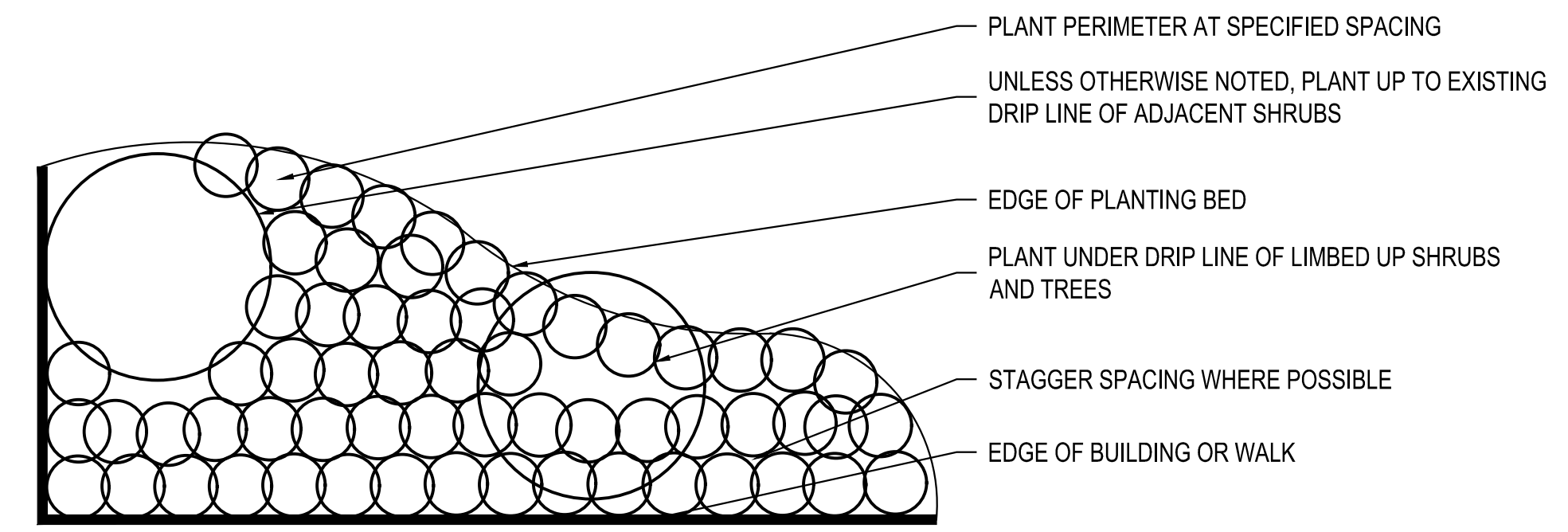
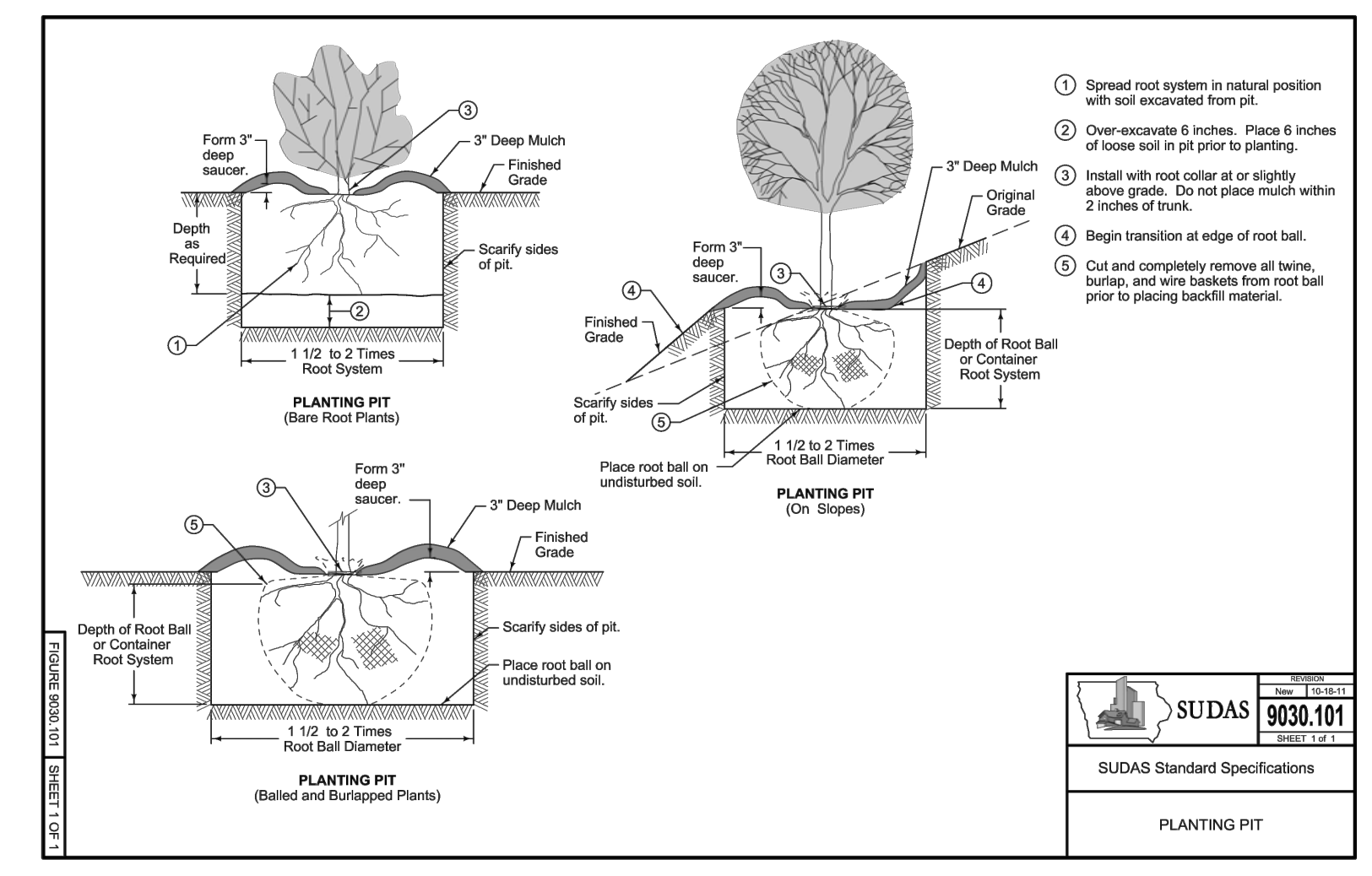
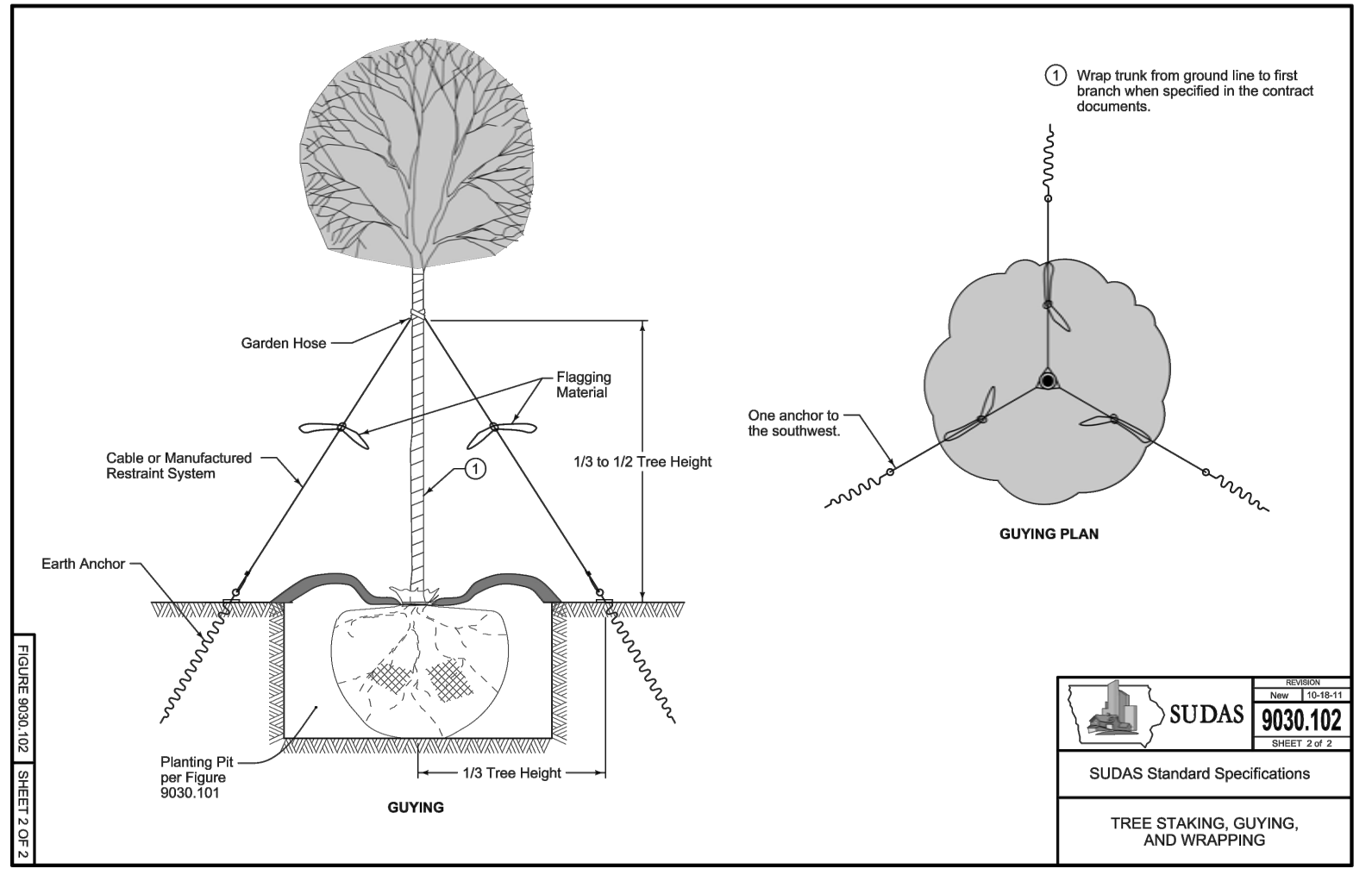
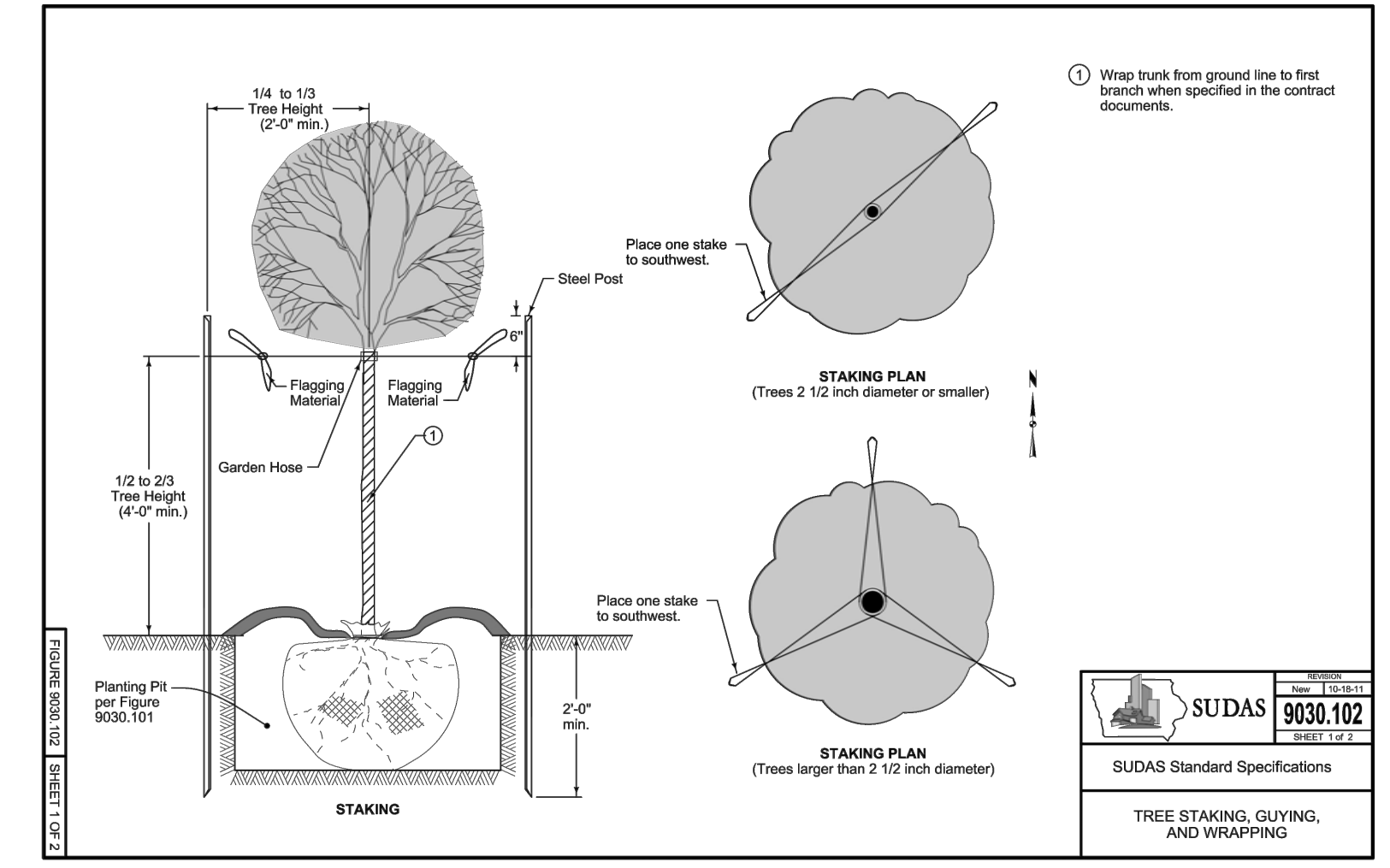
LANDSCAPING DETAILS

PROJECT NO. 17-042  
DRAWN BY: CAL  
REVIEWED BY: GFF  
DATE: 09.20.2018

SHEET  
**LA.2**

**GENERAL PLANTING NOTES:**

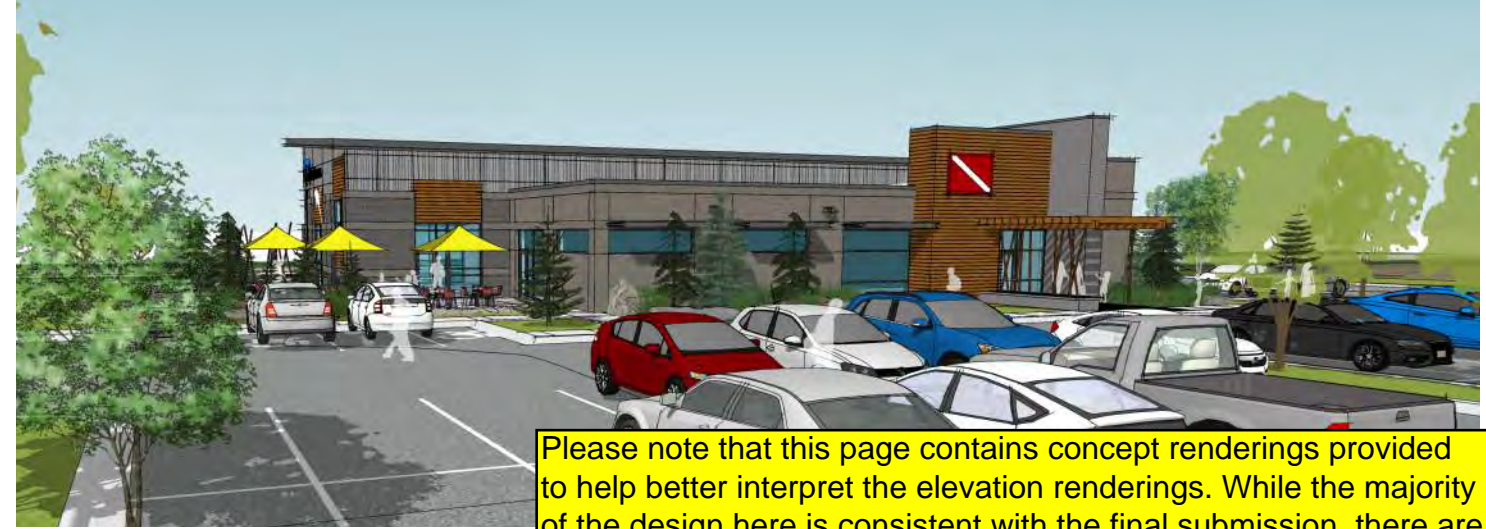
- Coordinate location of all utilities (lines, ducts, conduits, sleeves, footing, etc.) with locations of proposed landscape elements (fence, footings, tree rootballs, etc.). Contractor shall report any discrepancies to owner's representative prior to continuing work.
- Remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix.
- Lawn areas shall have 6" minimum depth of topsoil. Topsoil shall be compacted to 85% maximum density at optimum moisture content.
- Refer to planting details plan for amended soil depth in planting beds and surrounding trees. Refer to specifications for mix type.
- Field staking planting according to plan. Owner's representative shall approve all plant locations prior to installation. Owner reserves the right to revise planting layout at time of installation.
- All plant materials shall be true to their scientific name and size as indicated in the plant schedule.
- If discrepancies exist between the number of plants drawn on the planting plan and the number of plants in the schedule, the planting plan shall govern.
- Owner reserves the right to revise quantities to suit budget limitations. Contractor's unit bid prices shall prevail for any changes in quantities.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture, and only after written approval of the owner's representative and owner.
- All plant materials must conform to American Standards for Nursery Stock (A.N.S.I.), latest edition published by the American Association of Nurserymen, Washington D.C. Larger sized plants materials of the species listed may be used if the stock conforms to A.N.S.I.
- Provide shredded hardwood mulch, natural color, in all planting beds not receiving stone mulch and a minimum 2 ft diameter surrounding all proposed trees to a 3-inch minimum depth. Apply pre-emergent to all planting beds prior to mulching.
- All plant material shall be guaranteed to be in a live and healthy growing condition for one full growing season (one year) after final project acceptance or shall be replaced free of charge with the same grade and species. All trees shall have a strong central leader.
- Planting bed edging shall be 1/8"x4" steel edging w/12" landscape spike in all areas where planting bed meets lawn areas.
- All planting beds shall have spade dug edges, except where noted otherwise.
- Contractor is responsible for all damage due to operations inside and outside of the contract limit line. Any areas outside the limit of work that are disturbed shall be restored to its original condition at no additional cost to the owner.
- All turf areas disturbed by construction shall be sodded. Sod sections shall be no smaller than 24"x36" staked in place with biodegradable sod stakes when slope is steeper than 5:1 or when conditions require.
- All planting beds shall be mulched with 3" depth shredded hardwood mulch. Do NOT use any underlayments such as landscape fabric or plastic sheeting.
- For seeding, follow Iowa SUDAS (Statewide Urban Design and Specifications) for seeding specifications and planting procedures. (www.IOWASUDAS.org)



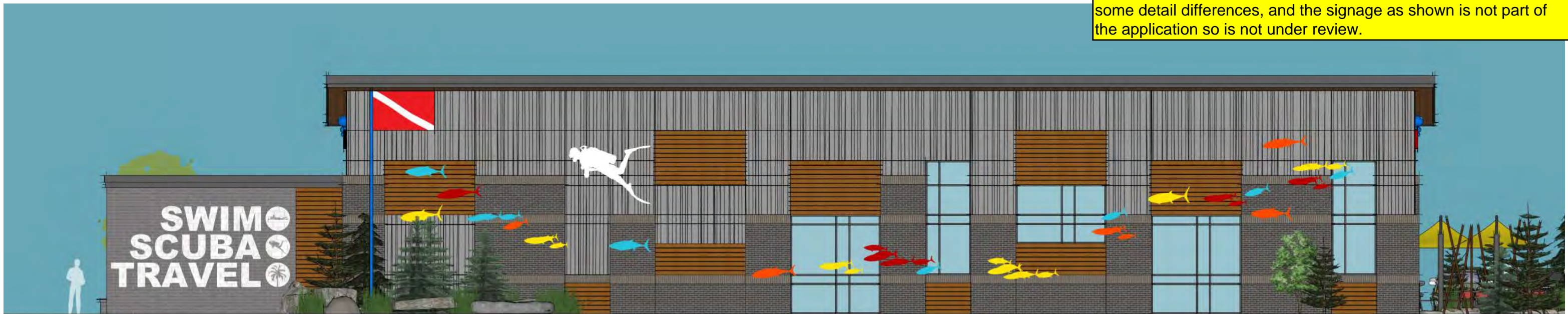








Please note that this page contains concept renderings provided to help better interpret the elevation renderings. While the majority of the design here is consistent with the final submission, there are some detail differences, and the signage as shown is not part of the application so is not under review.



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2018.06.13



**Resolution No. 2018-133**

**RESOLUTION APPROVING THE DEVELOPMENT SITE PLAN  
FOR LOTS 1 AND 2, LIBERTY'S GATE PART ONE, NORTH  
LIBERTY, IOWA**

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

**WHEREAS**, the owner and developer, DiVentures, LLC, has filed with the City Clerk a development site plan;

**WHEREAS**, the property is legally described as:

Lots 1 and 2, Liberty's Gate Part One, North Liberty, Iowa, according to the plat thereof recorded in Book 41, Page 263, Plat Records of Johnson County, Iowa;

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

**WHEREAS**, said site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the site plan be approved with no conditions.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of North Liberty, Iowa, does hereby approve the development site plan for Lots 1 and 2, Liberty's Gate Part One, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 9th day of October, 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

# Jersey Mike's Projecting Sign





September 25, 2018

## **Memo**

To: North Liberty Planning Commission  
From: Dean Wheatley, Planning Director  
Subject: Request of agent Shari King to approve a projecting sign for a new Jersey Mike's restaurant, located at the Family Video store building on Highway 965/Ranshaw Way

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 allow a projecting sign as defined by the Zoning Ordinance at the existing building at 415 Community Drive. The property is zoned C-2-A, Highway Commercial, and a site plan for the site was approved in 2013.

Projecting Signs are defined as a sign that “projects from and is supported by a wall of a building or structure, with the exposed face of the sign on plane not parallel to the plane of the wall.” The requirements for such signs are:

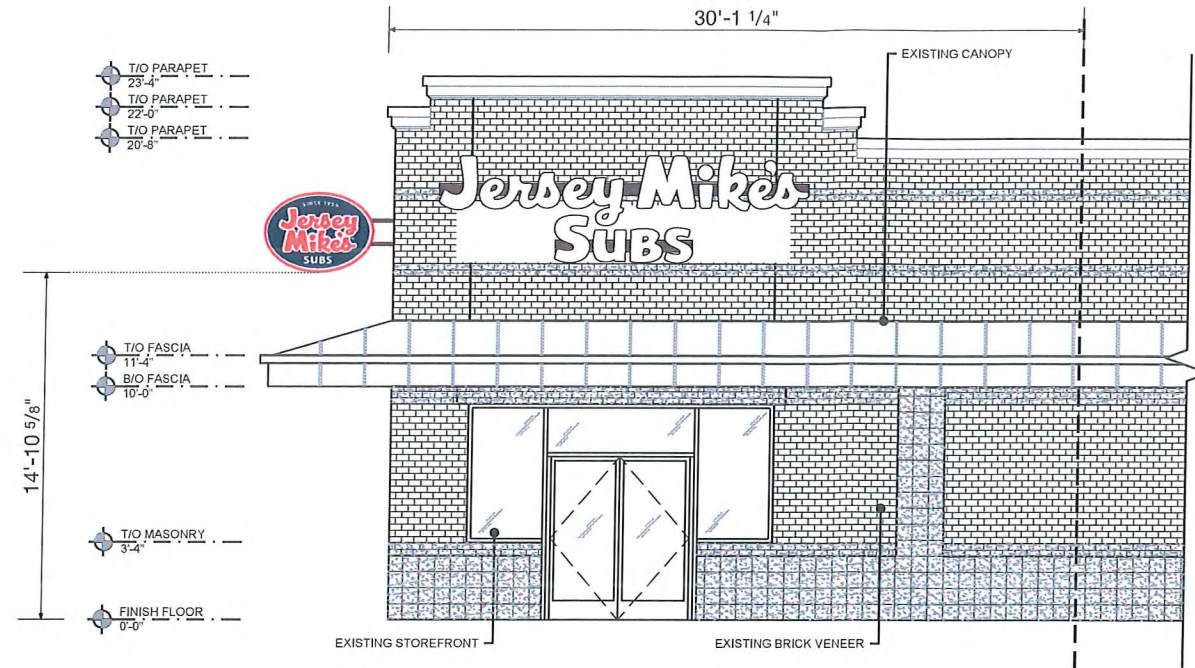
*Projecting signs are allowed only upon approval by the Council after review and recommendation by the Commission. Projecting signs shall meet all setback, clearance, area, number, and general regulations in this chapter. The City shall determine if the sign is appropriate for the location proposed and if the design is consistent with City aesthetic design goals regarding the following factors:*

- A. Signs may be attached only to building walls. They may not be hung from roofs, fences, or eaves.*
- B. Colors and design theme are required to be consistent with the building to which the sign is attached.*
- C. Projection is required to be minimized to the maximum extent possible.*
- D. If lit, internal lighting is required.*
- E. All messages on the sign shall relate to the principal on-site use.*
- F. The mounting technique shall be safe and attractive.*
- G. Other considerations unique to the specific sign proposed and the site.*

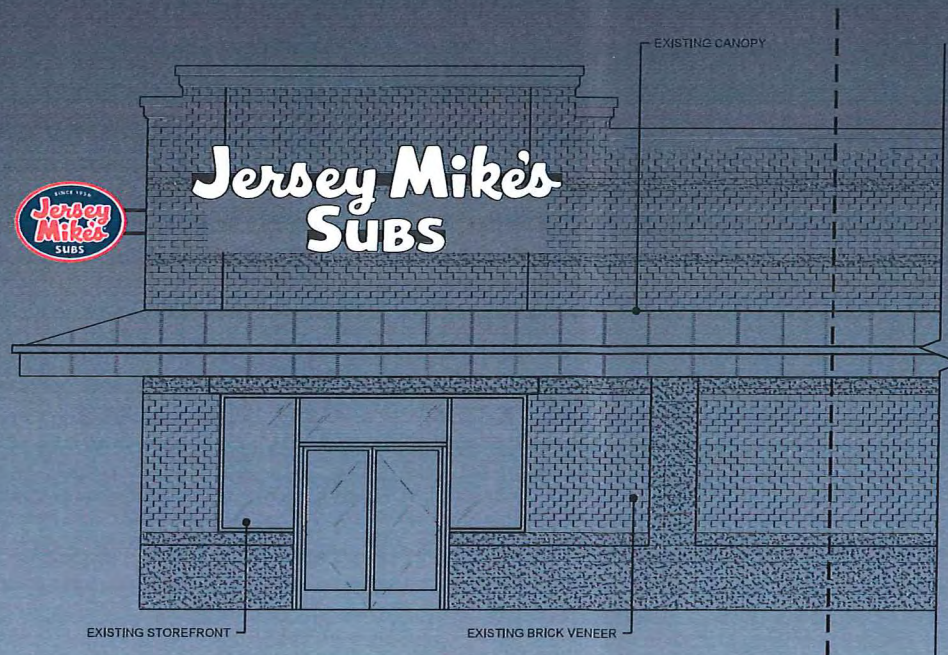
The sign proposed is professionally-designed and well-proportioned for the location, and appropriate for this mixed-use area. The wall sign allowance on the east and west faces of the portion of the building under consideration (the sides of the building the sign will be visible from) would be approximately 60 square feet in size and this sign is well under that number. It meets the aesthetic considerations outlined in the Zoning Ordinance, noted above. Staff recommends approval of the sign request.



Approved  
By slogan at 20 Sep 18 08:59



West Elevation - Day  
Scale: 1/8" = 1'



West Elevation - Night  
Scale: 1/8" = 1'



DESIGN | FABRICATION | INSTALLATION | SERVICE

7775 Main St. N.E.,  
Fridley, MN 55432  
P: 763.754.2899 | F: 763.767.7316  
www.albrechtsgncompany.com

Client Name:  
Jersey Mike's

Client Address:  
415 Community DR.  
North Liberty, IA 52317


Start Date: 5/3/18  
Last Revision Date: 9/18/18  
Job Number: N/A  
Drawing Revision: 1  
Sales Representative: DM  
Designer: RD

Revision	Update
01	9/18/18: E02 Added
02	
03	
04	
05	
06	
07	
08	
09	

Customer Signature of Approval

X

LED Module	Power Supply
Type	Type
Units	Units

 This Sign Intended To Be Installed In Accordance With The Requirements Of Article 600 Of The National Electrical Codes. This Includes Proper Grounding & Bonding Of Sign.

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DESIGN | FABRICATION | INSTALLATION | SERVICE

7775 Main St. N.E.,  
 Fridley, MN 55432  
 P: 763.754.2899 | F: 763.767.7316  
 www.albrechtsgncompany.com

**Client Name:**  
 Jersey Mike's

**Client Address:**  
 415 Community DR.  
 North Liberty, IA 52317

**Start Date:** 5/3/18  
**Last Revision Date:** 9/18/18  
**Job Number:** N/A  
**Drawing Revision:** 1  
**Sales Representative:** DM  
**Designer:** RD

Revision	Update
01	9/18/18: E02 Added
02	
03	
04	
05	
06	
07	
08	
09	

Customer Signature of Approval

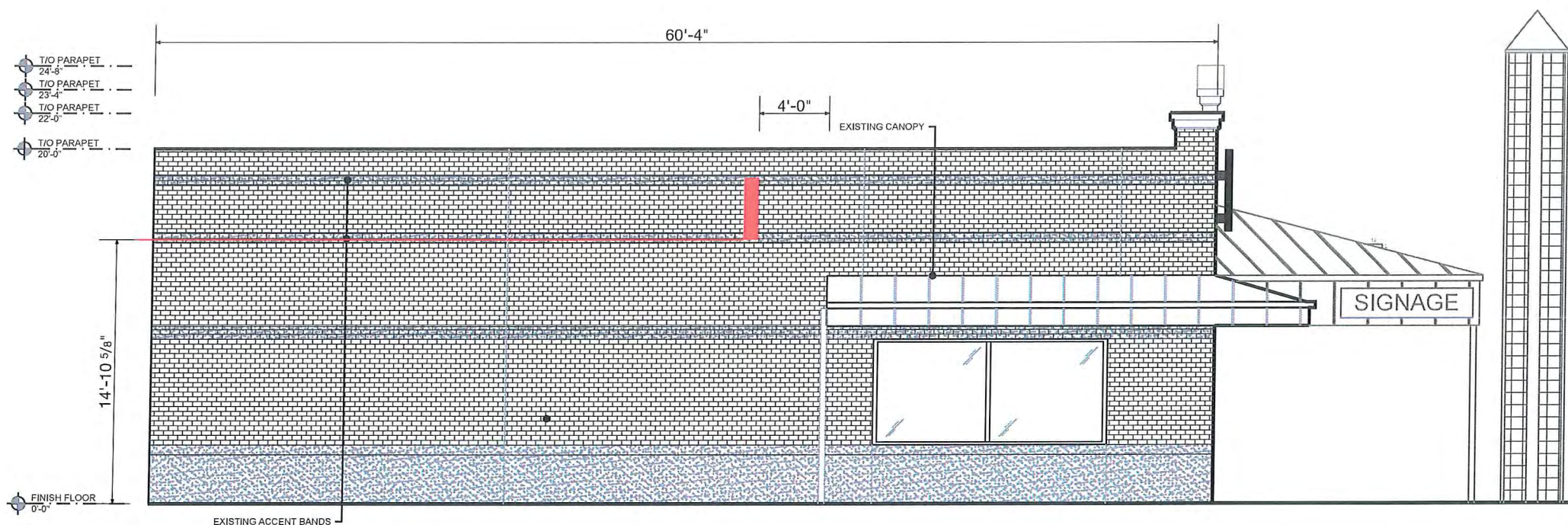
X \_\_\_\_\_

LED Module	Power Supply
Type	Type
Units	Units

**UL LISTED** This Sign Intended To Be Installed In Accordance With The Requirements Of Article 600 Of The National Electrical Codes. This Includes Proper Grounding & Bonding Of Sign.

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Approved  
 By slogan at 20 Sep 18 08:59



North Elevation

Scale: 1/8" = 1'





DESIGN | FABRICATION | INSTALLATION | SERVICE

7775 Main St. N.E.,  
Fridley, MN 55432  
P: 763.754.2899 | F: 763.767.7316  
www.albrechtsgncompany.com

**Client Name:**  
Jersey Mike's

**Client Address:**  
415 Community DR.  
North Liberty, IA 52317

**Start Date:** 5/3/18  
**Last Revision Date:** 9/18/18  
**Job Number:** N/A  
**Drawing Revision:** 1  
**Sales Representative:** DM  
**Designer:** RD

Revision	Update
01	9/18/18: E02 Added
02	
03	
04	
05	
06	
07	
08	
09	

Customer Signature of Approval

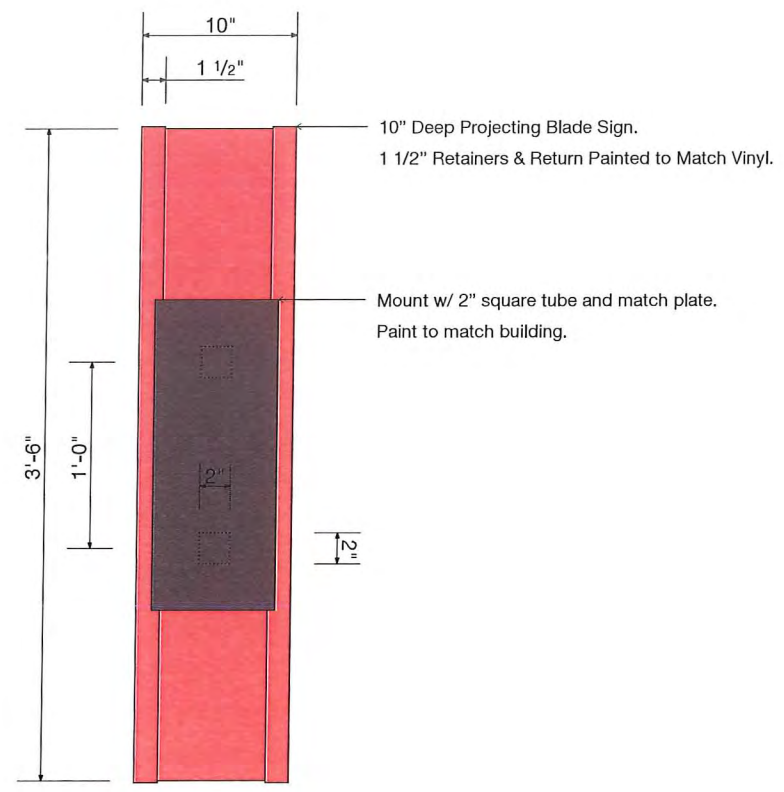
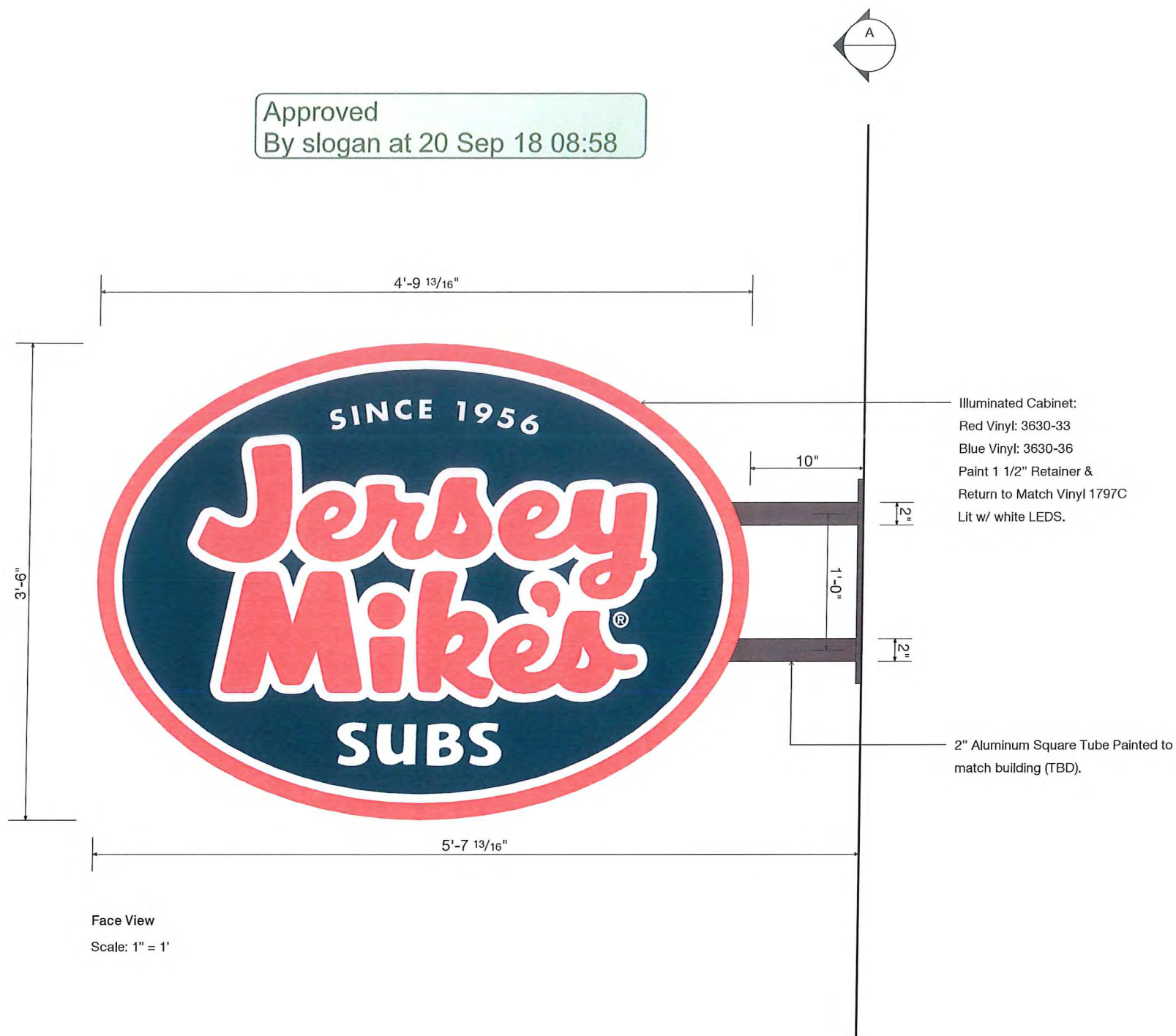
X \_\_\_\_\_

LED Module	Power Supply
White LEDs	Meanwell
Units	Units

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Approved  
By slogan at 20 Sep 18 08:58



Color:	Blue	Red	Red	White	Match Bldg. TBD	N/A	N/A	E02
Paint Finish:	N/A	N/A	Match 1797	N/A	N/A	N/A	N/A	D/F Lit Projecting Blade Sign
Vinyl:	3630-36	3630-33	N/A	N/A	N/A	N/A	N/A	Quantity: 01 Square Feet: 16.86
Digital Print:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Single Face: <input type="checkbox"/> Illuminated: <input checked="" type="checkbox"/>
Other:	N/A	N/A	N/A	Lexan Face	N/A	N/A	N/A	Double Face: <input checked="" type="checkbox"/> Non-Illuminated: <input type="checkbox"/>



**Resolution No. 2018-134**

**RESOLUTION APPROVING THE PROJECTING SIGN APPLICATION FOR JERSEY MIKE'S, 415 COMMUNITY DRIVE, NORTH LIBERTY, IOWA**

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

**WHEREAS**, Jersey Mike's has filed with the City Clerk a projecting sign application;

**WHEREAS**, the property is described as:

415 Community Drive, North Liberty, Iowa.

**WHEREAS**, said application has been examined by the North Liberty Planning and Zoning Commission, which recommended that the application be approved with no conditions.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of North Liberty, Iowa, does hereby approve the projecting sign application for 415 Community Drive, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 9th day of October, 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

**City Hall/Council  
Chambers/Legal/  
Building Department  
Lease**



## LEASE AGREEMENT

1. PARTIES. This agreement (“Lease”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, between Epley Properties, LLC, herein called “Landlord,” and City of North Liberty, herein called “Tenant,” for the following described premises:

4,400 square feet located at:  
3 Quail Creek Circle  
North Liberty, Iowa, 52317

AND

5,568 square feet (including 333 square feet of shared space) located at:  
1 Quail Creek Circle  
North Liberty, Iowa 52317

2. USE AND TERM. The premises may be used by Tenant for general office and administrative purposes beginning January 1, 2019, through December 31, 2021.
3. RENT. Tenant shall pay as follows:

January 15, 2019	\$96,000.00	July 15, 2020	\$101,846.40
July 15, 2019	\$98,880.00	January 15, 2021	\$101,846.40
January 15, 2020	\$98,880.00	July 15, 2021	\$104,901.79

These payments are for rent owed for six month periods, with the 15<sup>th</sup> day of the first month of each period, as set out above, being the due date.

4. RENEWAL AND OPTION. Tenant shall have the option to renew the Lease Agreement for three (3) additional one year terms at a rental rate not to exceed the rental rate for the previous year plus a three percent (3%) increase per annum, which options shall be executed at least twenty four (24) months in advance of the effective expiration date (original or as extended). Further, the parties acknowledge:

- A. Landlord's desire to have at least two (2) years notice before Tenant terminates its lease of the premises, and
  - B. Tenant's desire to have no more than three (3) years remaining on its lease before it terminates.
5. ADDITIONAL SPACE. In the event any space in 2 Quail Creek Circle ceases to be leased by other tenants or otherwise becomes available, Tenant shall have first option to lease said space on terms comparable with those set out in this agreement.
  6. RENT PAYMENTS. The rent checks shall be made payable to Epley Properties, LLC, whose tax ID number is 42-0310580, and delivered to Epley Research and Consulting.
  7. DELIVERY. Landlord shall deliver the premises to Tenant in a safe, clean, dry and tenantable condition and in good order and repair, including electrical, plumbing, and all other facilities serving the premises.
  8. NUISANCE. Tenant shall not permit the premises to be occupied for any purpose which will create a nuisance.
  9. ALTERATIONS. Tenant may, at its expense, make any alterations or improvements which in its opinion are desirable for the conduct of its business, provided that Landlord's written consent is first obtained.
  10. SIGNS. Tenant, at Tenant's expense, may install signage at Tenant's entrance, on existing monument sign or otherwise in the right of way.
  11. SUBLET OR ASSIGNMENT. Tenant may sublet all or any part of these premises or assign this lease, provided that Landlord's consent is first obtained. Tenant shall remain primarily liable for the performance of the conditions, agreements, and terms of this lease.
  12. REPAIRS AND SERVICES. Landlord shall, at its expense, make all repairs and replacements to the roof, foundation, broken glass, exterior and structural portions of the premises, adjoining sidewalks and curbs, and below grade and concealed plumbing, which are necessary to maintain the premises in a safe, dry, and tenantable condition and in good order and repair. Landlord shall, at its expense, provide for snow removal and lawn care services.
  13. UTILITIES AND EQUIPMENT. The utilities consumed in the premises shall be paid by the party shown below:

<i>Heat</i>	Landlord
<i>Water</i>	Landlord
<i>Electricity</i>	Landlord
<i>Tenant's Telephone</i>	Tenant
<i>Wireless Internet Access</i>	Tenant



*A/C Equipment*  
*Security System*

Landlord  
Tenant

The heating and air conditioning equipment will be maintained by Landlord at its expense.

14. Landlord has previously provided desks, conference tables, chairs and other items, which have been identified and updated on a list of furnishings and equipment and acknowledged in writing by both parties. In addition to the furnishings and equipment previously provided by Landlord, Landlord agrees to provide a desk and other items for the City Attorney's office in 1 Quail Creek Circle prior to October 1, 2018, and otherwise by agreement of the parties. The parties agree to update the list and acknowledge the same when appropriate.

14. INSURANCE AND TAXES. At all times during the term, Landlord shall, at its expense, carry fire and extended coverage insurance on the building. Each party is responsible for additional property insurance for its personal property and for its own liability insurance. Landlord is responsible for all property taxes.

15. PARKING. Landlord, at no expense to Tenant, shall provide a minimum of 75 parking spaces in close proximity to the premises and, additionally, allow for storage of up to four (4) operational vehicles in the same parking area.

16. OTHER SERVICES. The following services shall be provided by the party shown below

<i>Janitorial (Tenant's rental space)</i>	Tenant
<i>Trash Dumpster</i>	Landlord
<i>Snow Removal</i>	Landlord
<i>Repair of damage to rental premises and leased furniture beyond normal wear and tear</i>	Tenant

17. MUTUAL INDEMNIFICATION. In consideration of the premises being leased, the parties mutually agree that they will, at all times, indemnify and hold harmless the other party from all losses, damage, liabilities, and expense which may arise or be claimed against the other party for the death of any person and for any injuries or damages to any person or the property of any persons, firm, or corporation, consequent upon or arising from the use or occupancy of the premises, or consequent upon or arising from any acts, omissions, neglect, or fault they may cause, or caused by their agents, servants, employees, licensees, customers, or invitees, except for either party's willful misconduct or gross negligence, or consequent upon or arising from their failure to comply with applicable laws, statutes, ordinances, or regulations.

18. LANDLORD'S RIGHT TO SELL.

A. *Right of first refusal.* Landlord grants to Tenant a right of first refusal for 1 Quail Creek Circle, 2 Quail Creek Circle, and 3 Quail Creek Circle, or any part thereof. Landlord and Tenant agree that if Landlord gives at least sixty (60) days notice in

writing of its intent to sell the property. Tenant shall have the right for sixty (60) days after the receipt of such notice to enter into a contract for the sale of said property at a price and on terms that are mutually acceptable. If Tenant fails to exercise any such preemptive right within the time herein specified, Landlord shall be at liberty to enter into a contract for the sale of said property with a third party at a price and on terms agreed to by Landlord and the third party.

- B. *Term of right of first refusal.* This right of first refusal shall continue in effect so long as this lease agreement remains in effect.
- C. *Landlord's right to encumber and lease.* Notwithstanding anything to the contrary contained in this paragraph or this agreement, Landlord shall have the right during the term of this right of first refusal to mortgage or otherwise encumber said property and to grant leases for all or parts of said property, as Landlord sees fit.
- D. *Warranty of title.* Landlord warrants and represents that Landlord is the sole owner of good, fee simple, and marketable title said property and has full authority to grant this right of first refusal.
- E. *No assignment by tenant.* Tenant may not assign its rights under this right of first refusal agreement. Any direct or indirect assignment of Tenant's rights under this agreement shall automatically terminate this right of first refusal and all of Tenant's rights hereunder.

19. **TENANT'S RIGHTS IF SOLD.** Notwithstanding anything to the contrary contained in this paragraph or this agreement, Landlord reserves the right to sell the property, provided that Tenant's possession of the premises and Tenant's rights and privileges under this lease shall not be diminished or interfered with by such sale. This right of first refusal shall be binding upon and inure to the benefit of Landlord and its respective representatives, successors and assigns.

20. **RECORDING.** This agreement shall be executed in recordable form, and if Tenant elects, may be recorded at Tenant's expense with the Johnson County Recorder.

21. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

22. **PRIOR LEASE AGREEMENT SUPERSEDED.** Effective upon execution by both parties, this lease agreement supersedes the prior lease agreements entered into by the parties in December 2009, March 2011, April 2014, and the addendums thereto in all respects. This lease agreement can only be modified by a written instrument signed by both Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written.

**CITY OF NORTH LIBERTY, IOWA,  
TENANT**

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

**EPLEY PROPERTIES, LLC,  
LANDLORD**

By: Stephen W. Epley  
Stephen W. Epley, President

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

STATE OF IOWA, JOHNSON COUNTY ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2018; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

STATE OF IOWA, JOHNSON COUNTY ) ss:

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by Stephen W. Epley as President of Epley Properties, LLC.

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

**Resolution No. 2018-135**

**A RESOLUTION APPROVING LEASE AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND EPLEY PROPERTIES, LLC**

**WHEREAS**, the City of North Liberty (“City”) previously entered into a lease agreement with Epley Properties, LLC (“Epley”) for certain property at 1 Quail Creek Circle and 3 Quail Creek Circle in North Liberty, Iowa;

**WHEREAS**, the City desires to renew the lease; and

**WHEREAS**, the parties have agreed to terms and conditions in order to allow the City to lease part of the Quail Creek Circle property and have reduced the same to a written Lease Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of North Liberty, Iowa, does hereby approve the Lease Agreement setting forth the terms and conditions under which the City will lease space from Epley.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute the Lease Agreement on behalf of the City of North Liberty.

**APPROVED AND ADOPTED** this 9th day of October, 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



# Annexation - Dog Park Property



**Resolution No. 2018-136**

**A RESOLUTION APPROVING ANNEXATION OF CERTAIN  
PROPERTY TO THE CITY OF NORTH LIBERTY, IOWA**

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

**WHEREAS**, the owner of property located generally at the outside of the large curve on North Liberty road north of Liberty High School;

**WHEREAS**, the total property to be annexed as legally described below and included in Exhibit A, not including street right-of-way (already annexed):

That part of the Southwest Quarter of Section 8, Township 80 North, Range 6 West of the 5th, P.M., Johnson County, Iowa described as follows: Commencing as a point of reference at the Northwest Corner of said Southwest Quarter; thence North 89°02'00" East 923.68 feet along the north line of said Southwest Quarter (assumed bearing for this description only) and along the south line of the Emil Novey Property Survey 5 (recorded in Plat Book 12, Page 11 at the Johnson County Recorder's Office), and along the south line of Emil Novey Property Survey 4 (recorded in Plat Book 12, Page 11 at the Johnson County Recorder's Office), to the point of beginning; thence continuing North 89°02'00" East 726.31 feet along said north line, said south line of Emil Novey Property Survey 4 and along the south line of the property described in the warranty deed recorded in Book 352, Page 384 at the Johnson County Recorder's Office to the southeast corner of the property described in said warranty deed; thence South 41°15'00" East 326.17 feet; thence South 22°55'00" East 156.88 feet; thence southwesterly 275.00 feet along the arc of a 1525.00 foot radius curve concave northwesterly (chord bearing South 31°39'35" West 274.63 feet); thence North 82°23'30" West 181.21 feet; thence South 11°25'00" West 146.42 feet; thence North 77°57'00" West 186.00 feet; thence North 90°00'00" West 54.50 feet to a point of intersection with the westerly right-of-way of North Liberty Road; thence northwesterly 769.82 feet along said westerly right-of-way and along the arc of a 1090.00 foot radius curve concave southwesterly (chord bearing North 39°05'44" West 753.92 feet; thence North 30°13'34" East 123.62 feet to the point of beginning and containing 11.04 acres more or less. *Note that the adjacent North Liberty Road half-street is already annexed to the City; and*

**WHEREAS**, it is in the best interest of the City of North Liberty that said property be annexed to the City at this time.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Liberty, Iowa, that the property referred to herein and shown and mapped in Exhibit A shall hereinafter be and become a part of the City of North Liberty, Iowa.

**BE IT FURTHER RESOLVED** that the City Planning Director is hereby directed to file the appropriate documentation with the City Development Board in order to proceed with the finalization of this annexation.

**APPROVED AND ADOPTED** this 9th day of October, 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.

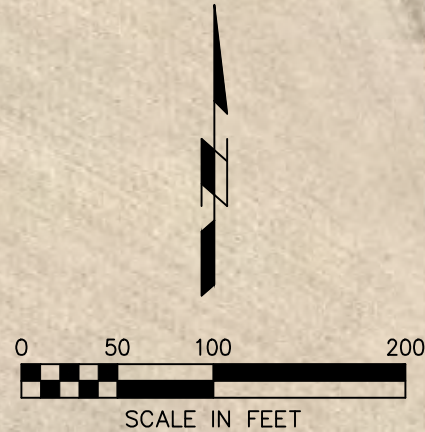
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TRACEY MULCAHEY, CITY CLERK



6/26/2018 9:10:23 AM

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 2839 Northgate Drive | Iowa City, Iowa 52245  
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 Iowa | Illinois | Indiana

PROPERTY EXHIBIT  
 CITY OF NORTH LIBERTY - DOG PARK  
 CITY OF NORTH LIBERTY  
 NORTH LIBERTY, IOWA

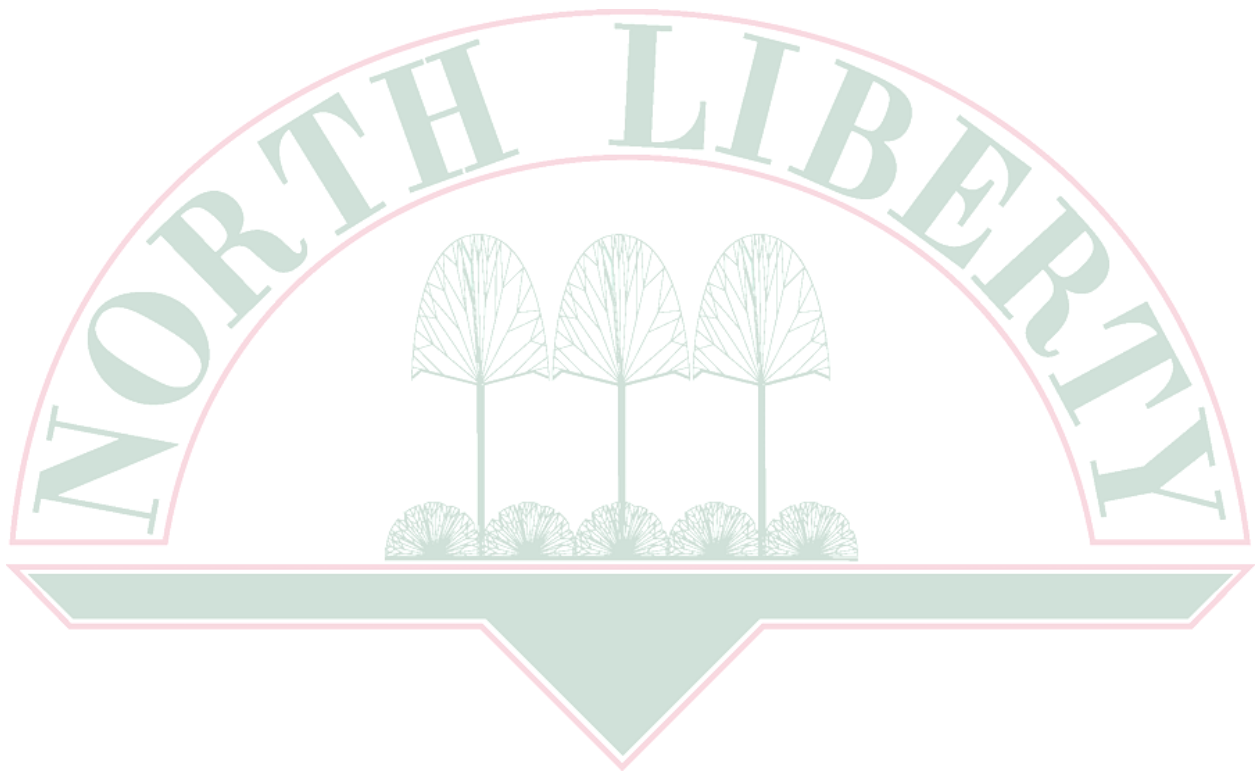
DATE	SCALE	FIELD BOOK	REVISION
6/26/18	WITH	JSB	---

PROJECT NO.  
118250-0

SHEET NO.  
B1.1



# The Preserve



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

**DEVELOPER'S AGREEMENT  
THE PRESERVE – PART ONE  
NORTH LIBERTY, IOWA**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Watts Group Development, Inc., hereinafter referred to as "Developer."

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

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

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

**BEGINNING at the Northwest Corner of the Southwest Quarter of Section 14, Township 80 North, Range 7 West, of the Fifth Principal Meridian; Thence N88°56'48"E, along the North Line of the South half of said Section 14, a distance of 1379.00 feet; Thence S01°03'12"E, 466.70 feet; Thence S00°51'44"E, 195.07 feet; Thence S89°08'16"W, 31.18 feet; Thence S00°51'44"E, 103.13 feet; Thence S89°08'16"W, 320.00 feet; Thence S00°51'44"E, 367.52 feet; Thence N89°08'16"E, 20.14 feet; Thence S00°51'44"E, 198.27 feet; Thence S89°04'04"W, 207.43 feet; Thence N89°43'02"W, 103.73 feet; Thence S87°39'23"W, 140.58 feet; Thence S89°08'29"W, a distance of 599.93 feet, to a point on the West line of the**

Southwest Quarter of Section 14; Thence N00°46'20"W, along said West Line, a distance of 1327.87 feet to the POINT OF BEGINNING. Said tract of land contains 37.60 Acres, and is subject to easements and restrictions of record.

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

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

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

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;
3. The public improvements have been constructed and accepted by the City or, in the event the Developer requests and the City agrees to the construction of the public improvements after final plat approval, the Developer has complied with the security requirements set forth in Section 180.11(8) of the Code of Ordinances and Section 7 of this Agreement; and
4. The Developer enters into and abides by this Agreement.

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

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

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;
2. The Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement;
3. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and

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

### **SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.**

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

B. Public Improvement Standards.

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

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



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

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

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

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

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

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

6. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval. The Developer or its representative shall provide proposed maintenance and repair criteria for best management practices to the City, subject to approval of the City Engineer.

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

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

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

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

1. Phasing. If final platting is phased, it shall be sequenced for the logical vehicular and pedestrian access to and within the subdivision and approved by the City prior to the initial set of construction plans being reviewed by the City Administrator.

2. West Trunk Sewer Tap-on Fees. A sewer tap-on fee in the amount of \$46,210.40 (\$1,229 per acre) shall be paid prior to final plat approval.

3. Watermain Tap on Fee. A water tap-on fee in the amount of \$18,771.05 (\$499.23 per acre) shall be paid prior to final plat approval.

4. St. Andrews Drive Road Fees. A St. Andrews Drive road construction fee of \$135,266.75 (\$3,597.52 per acre) shall be paid prior to final plat approval.

5. Sanitary Sewer Service Stub. A fee for the sanitary sewer service stub in the amount of \$11,784.59 (313.42 per acre) shall be paid prior to final plat approval.

6. Kansas Avenue Road Fees. A street construction fee for Kansas Avenue for the area within the final plat will be required at the time of final plat approval, based on actual costs for the 2018-19 Kansas Avenue Project and in accordance with the City's current policies and cost-sharing formula. The current estimated fee is \$48,852.18 (\$1,299.26 per acre). The City Engineer can provide and update estimated fees upon request.

7. Payment of Fees. The payment of the fees set out in Paragraphs 2, 3, 4, 5 and 6 above shall be submitted to the City in full prior to Council approval of the

final plat. The obligation for said payment shall be deemed fully satisfied upon City council approval of the respective final plat.

8. Access Limited. Lots 7 and 8 will not be allowed direct access to St. Andrews Drive.

9. St. Andrews Drive Road Buffer. The Developer acknowledges that a landscape buffer plan is required for Lots 1, 7 and 8. The plan is subject to approval of the City Planner and shall be either implemented prior to final plat approval or secured pursuant to a separate agreement with the City. The landscape buffer easement area shall be shown on the final plat, and the landscape buffer easement shall be recorded with the other subdivision documents, including the final plat.

E. Homeowners Association. The Developer agrees that a homeowners association, hereinafter referred to as "HOA," shall be created prior to approval of any final plats and subject to the following requirements.

1. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the HOA, to determine if the stated purpose of forming the HOA is consistent with the obligations of this agreement. The City's review shall not be unreasonably withheld, conditioned or delayed. The City shall thereafter be provided notices concerning any reorganization of the HOA, dissolution of the HOA, changes in membership in the HOA, or proposed changes in any duties or responsibilities of the HOA that directly affect the City.

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

3. After the final plat is approved and recorded, the Developer shall transfer all outlots to the HOA, or an HOA organized specifically for condominium projects on Lots 1 or 29.

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

5. The Developer acknowledges and agrees that the all lots within the jurisdiction of the HOA will be specifically benefited by the maintenance of all outlots, and the cost of such maintenance need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and

facilities, if necessary, in the event the City incurs costs due to the failure of the HOA or its members to maintain the outlots.

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

#### **SECTION 4. PUBLIC UTILITIES.**

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

#### **SECTION 5. EROSION CONTROL AND GRADING.**

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

B. Grading. No grading of any nature may occur on this property until a grading plan is implemented by the Developer and approved by the City. Within ninety (90) days after the completion of any grading, the Developer shall provide the City with an "as-constructed"



grading plan and a certification by registered land surveyor or engineer that all ponds, swales and ditches, if any, have been constructed in accordance with the plans approved by the City.

#### **SECTION 6. PHASED DEVELOPMENT.**

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

#### **SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.**

A. If all the public improvements and facilities as provided in this agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no building permits will be issued until all the public improvements and facilities are constructed and accepted by the City.

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

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

## **SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.**

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

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction, and consultation with the Developer and its engineer on the status, progress or other issues regarding the project. The Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other infrastructure improvements. The engineering administrative fee and construction observation fees to be paid by the Developer shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by the Developer.

## **SECTION 9. RELEASE.**

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

## **SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.**

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

B. In the event of default by the Developer regarding any work to be performed by the Developer under this Agreement, the City may, at its option, perform the work and bill the

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

#### **SECTION 11. AUTHORIZATION TO ENTER PREMISES.**

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

#### **SECTION 12. FEES.**

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

#### **SECTION 13. TIME OF PERFORMANCE.**

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

#### **SECTION 14. MISCELLANEOUS.**

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

- B. Third parties shall have no recourse against the City under this Agreement.
- C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, occupancy permits or other permits.
- D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.
- F. The Developer may not assign this Agreement or the obligations imposed by this Agreement without the written permission of the City Council or as otherwise provided in this Agreement.
- G. The Developer's obligations under this Agreement shall continue in full force and effect even if the Developer sells a portion of the subdivision, the entire platted area, or any part thereof.
- H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City. Notwithstanding the foregoing, the Developer may submit Lots 1 and 29 to a horizontal property regime pursuant to Chapter 499B of the Code of Iowa, which association of Co-owners shall assume the obligation to maintain and repair the stormwater detention facilities located thereon, and Developer shall be released from any further liability or responsibility to repair or maintain said stormwater detention facilities.
- I. The Developer shall take out and maintain a public liability and property damage insurance policy covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.
- J. The Developer shall record any restrictive or protective covenants for the subdivision. A copy of the recorded restrictive or protective covenants will be provided to the City.



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

**SECTION 15. NOTICES.**

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

Watts Group Development, Inc.  
c/o Gary D. Watts  
425 E. Oakdale Blvd., Suite 101  
Coralville, IA 52241

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

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

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

**SECTION 16. SUCCESSORS AND ASSIGNS.**

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

[Signature page to follow]

[Signature Page to Developer's Agreement for The Preserve – Part One]

DATED this 4 day of October, 2018.

CITY OF NORTH LIBERTY, IOWA

WATTS GROUP DEVELOPMENT, INC.

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

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

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_ day of \_\_\_\_\_, 2018; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 4<sup>th</sup> day of October, 2018, by Gary D. Watts as President and Secretary of Watts Group Development, Inc.



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



**Resolution No. 2018-137**

**RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND WATTS GROUP DEVELOPMENT, INC. THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH THE PRESERVE – PART ONE WILL BE DEVELOPED IN THE CITY OF NORTH LIBERTY, IOWA**

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

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

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

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

**APPROVED AND ADOPTED** this 9th day of October, 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



**North Liberty First  
United Methodist  
Church**



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

**STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT  
AND  
EASEMENT**

**FIRST UNITED METHODIST CHURCH**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and the First United Methodist Church, North Liberty, Iowa, hereinafter referred to as "Owner."

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

A. The Owner has requested that the City approve this Stormwater Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the Stormwater Management Facility for the First United Methodist Church (the "Facility") will be constructed, with said real estate legally described as follows and also set out in Exhibit A, which is attached hereto and incorporated herein by reference:

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

1. The Owner has full ownership and control of the real estate described above;
2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner; and any other person or party determined to be a "responsible person" as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.
3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Stormwater Management Manual, or any successor manual thereto.

**SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.**

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

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

**SECTION 3. MAINTENANCE AND REPAIR OF STORMWATER MANAGEMENT FACILITY.**

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

Activity	Schedule
<ul style="list-style-type: none"><li>• Prune and thin out plants when needed. Remove weeds throughout the growing season, preferably by pulling or trimming. Replace plants when needed.</li><li>• Replace mulch when erosion is evident and/or weed growth is excessive.</li><li>• Remove trash and debris from pretreatment area and bioretention cell.</li></ul>	Fall, spring, as needed
<ul style="list-style-type: none"><li>• Inspect inflow points for clogging (offline systems). Remove any sediment.</li><li>• Inspect filter strip/grass channel for erosion or gullyng. Re-seed or sod as necessary.</li><li>• Trees and shrubs should be inspected to evaluate their health and remove any dead or severely diseased vegetation.</li></ul>	Semi-annually
<ul style="list-style-type: none"><li>• Look for evidence of standing water in the observation port. This may be a sign of hydraulic failure.</li></ul>	Annually
<ul style="list-style-type: none"><li>• Replace pea gravel diaphragm when necessary.</li><li>• Replace modified soil layer when ponding greatly exceeds the design drainage time.</li></ul>	As necessary

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

C. The Owner is responsible for documenting maintenance and repair needs and ensuring compliance with the requirements of this ordinance and accomplishment of its purposes. Also see Exhibit B attached, which is an administrative approval of limited modifications to the original landscape plan.

**SECTION 4. MAINTENANCE AND REPAIR EASEMENT.**

The Owner grants to the City perpetual permission for access to the Facility at reasonable times for periodic inspection by City or City's designee to ensure that the Facility is maintained in proper working condition to meet City stormwater requirements and, if

necessary, for maintenance and repair of the Facility in accordance with the terms of this Agreement.

**SECTION 5. INSPECTION OF FACILITY.**

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

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

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

**SECTION 7. FAILURE TO MAINTAIN STORMWATER MANAGEMENT FACILITY.**

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

If the Owner fails or refuses to meet the requirements of the maintenance covenant or any provision of this Agreement or the City's ordinance, the City, after reasonable notice, may correct a violation by performing all necessary work to place the Facility in proper working condition. After correcting said violation, City may assess, jointly and severally, the Owner of the Facility, and any other persons or parties responsible for maintenance under any applicable written agreement with the Owner, for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property or prorated against the beneficial users of the property, which are all property owners of this subdivision, and may be placed on the tax bill and collected as ordinary taxes. The Owner hereby agrees that it



shall not be necessary for the City to seek a court order for permission to enter upon the property or take the corrective actions it determines necessary under this Section.

#### **SECTION 8. ENFORCEMENT AND APPEALS.**

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

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

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

#### **SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.**

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

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

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

#### **SECTION 10. FEES.**

The Owner agrees to pay for the costs of recording this Agreement. The Owner agrees to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this development project. A copy of all

recorded documents, including but not limited to this Agreement, shall be provided to the City.

**SECTION 11. NOTICES.**

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

Board of Trustees  
First United Methodist Church  
85 North Jones Boulevard  
North Liberty, Iowa

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

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

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

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

**SECTION 13. SUCCESSORS AND ASSIGNS.**

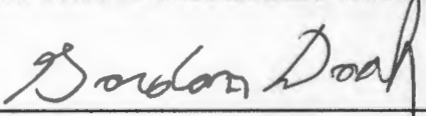
This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the Owner and all successors, heirs, and assigns in perpetuity.

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

**CITY OF NORTH LIBERTY, IOWA**

**FIRST UNITED METHODIST CHURCH**

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

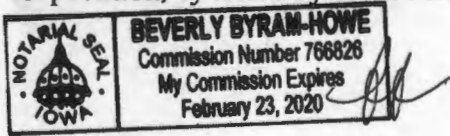
By:  \_\_\_\_\_  
Gordon Doak, Chair, Board of Trustees

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

By: \_\_\_\_\_

STATE OF IOWA, JOHNSON COUNTY: ss

On this 2 day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_ day of \_\_\_\_\_, 2018; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Beverly Byram-Howe  
Notary Public in and for the State of Iowa

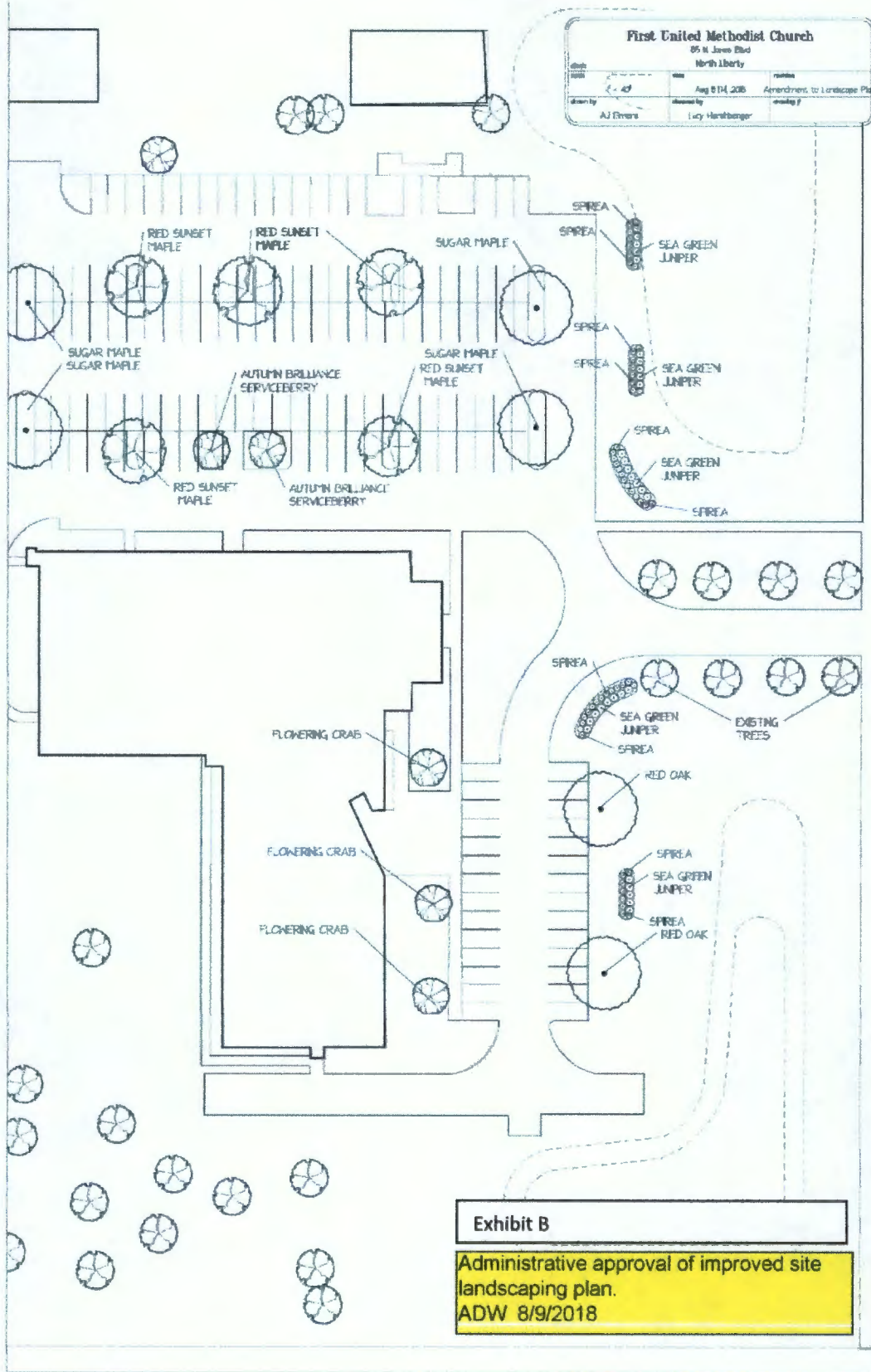
STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

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







**Exhibit B**

Administrative approval of improved site landscaping plan.  
 ADW 8/9/2018

**Resolution No. 2018-138**

**RESOLUTION APPROVING THE STORMWATER  
MANAGEMENT FACILITY MAINTENANCE  
AGREEMENT AND EASEMENT BETWEEN THE CITY OF  
NORTH LIBERTY AND FIRST UNITED METHODIST  
CHURCH OF NORTH LIBERTY THAT ESTABLISHES  
THE TERMS AND CONDITIONS UNDER WHICH  
STORMWATER MANAGEMENT FACILITIES WILL BE  
MAINTAINED FOR 85 NORTH JONES BOULEVARD IN  
THE CITY OF NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the maintenance of the stormwater management facilities at 85 North Jones Boulevard have been set forth in an Agreement between the City of North Liberty (“City”) and First United Methodist Church of North Liberty (“Owner”);

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Storm Water Management Facility Maintenance Agreement and Easement between the City of North Liberty and North Liberty United Methodist Church of North Liberty is approved for the development of 85 North Jones Boulevard, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 9th day of October, 2018.

CITY OF NORTH LIBERTY:

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TERRY L. DONAHUE, MAYOR

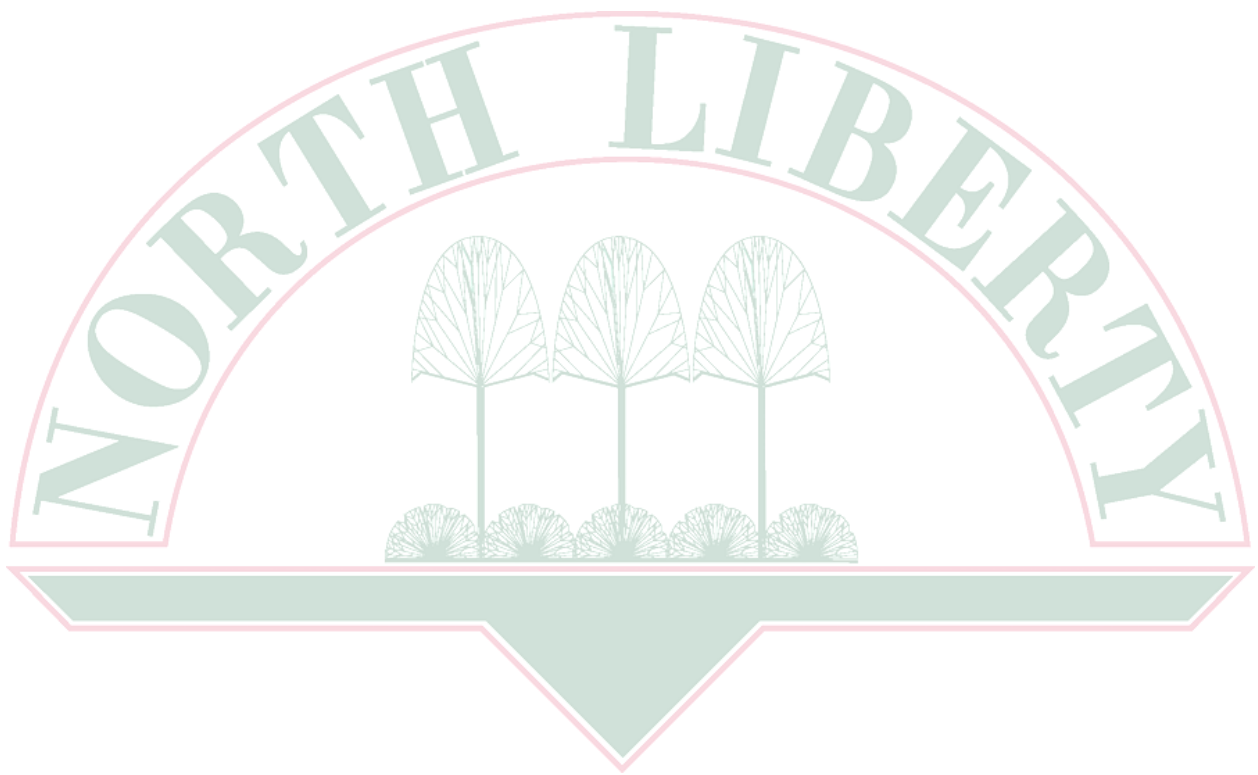
ATTEST:

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

# Transit



# Request for Proposal

## North Liberty Subsidized On-Demand Transportation Services

The City of North Liberty (CNL) is requesting six-month proposals with the possible extension of an additional six-months for the provision of ongoing subsidized demand-response transportation service, as outlined in this RFP. Providers interested in submitting a proposal, please provide the following information in digital form by noon on mm/dd, 2018:

1. Name, address, owner, contact information for the company.
2. Short history and overview of the company.
3. Statement or explanation of how the company plans to offer the services requested, with references to this scope and comments where the proposer feels necessary to refine, clarify, or recommend changes to points herein. If no modifications or refinements are deemed necessary by the company, a confirmation statement shall be included with the proposal.

### **Description of the Project:**

CNL is proposing to subsidize eligible residents' use of viable company(s) on-demand transportation services. The focus of the program is to assist residents who may for various reasons, be unable to travel to important destinations in and near North Liberty for certain defined services.

### **Persons Eligible:**

The initial target population(s) will be:

1. Persons 62 and Older.
2. Low income individuals who meet certain state and Federal guidelines. (Examples are WIC, SNAP, SSI, Section 8. These are not an all-inclusive list.)
3. Mobility impaired persons who are unable to drive permanently or who are temporarily restricted from driving based on a signed statement from a medical or other professional provider. (This group does not include persons who have had their driver licenses suspended)
4. The persons eligible list can be expanded upon mutual agreement between the city, it's board and the service provider.



**Operation of the Service:**

Eligible users will be issued photo ID cards by CNL. Riders will mention CNL card payment when calling for each ride, and will show the card to the driver when the cab arrives.

The taxi company shall ensure that a legitimate card is shown and that the picture on the card matches the rider for every ride. If fake cards are detected they will be retained by the driver and the ride will be refused or paid for consistent with any other commercial ride policy. CNL will then investigate card misuse and take appropriate action.

The resident with the card is required to take the trip, and not simply allow someone else to use the ride.

**Rides Allowed and Disallowed:**

Services may be used for limited purposes within the CNL, western Coralville (Coral Ridge Mall and adjacent area), and Tiffin medical facilities, within the area mapped on the last page of this RFP. Service providers are not to wait more than 5 minutes at any pick up/drop off location for a rider and return. At the end of 5 minutes, the user will need to call dispatch for the return ride. Alternatively, the user may arrange in advance for the return ride, allowing sufficient time so that the service provider does not wait more than 5 minutes for the user for the return trip. CNL will not pay for wait time over 5 minutes.

The rider must access the providers vehicle immediately on arrival, but no more than 5 minutes after arrival of the vehicle.

The following list of approved and disallowed trip purposes is listed for use as a guide, and will be made clear to card holders:

**Approved trip purposes:**

1. Trips to and from the North Liberty Food Pantry.
2. Trips to and from grocery stores.
3. Trips to and from medical appointments or urgent care facilities.
4. Trips to and from financial institutions.
5. Trips to and from pharmacies, or suppliers of durable medical equipment.
6. Trips to and from the Community Center and local government offices.
7. Intermediate pick-up to connect with other third-party medical transports from the Community Center or other locations which go to the UIHC, Mercy Medical Center in Iowa City and Veteran's Hospital.
8. Connections to other fixed-route bus services such as Coralville at predetermined point at Coralville Mall.

9. Group travel for any of the purposes identified above, generally limited up to 4-5 persons – limited by vehicle size and provider vehicle availability. Parties need to travel both to and from the event or destination together.

**Special cases:**

From time to time unforeseen circumstances very similar to but not exactly the same as those outlined above as “Approved Trip Purposes” may arise. In those cases, the partner company will provide the ride as requested, one time only, and will review future instances with the designated CNL contact person.

**Provision of Services:**

The service provider must provide statements regarding policy of time between call for service to pick-up of the passenger.

Statement of daily operation times must be noted (Service hours and days).

**Rider Charges/Cost:**

The provider must state how charges for “ride” are to be made.

Notations must be made for the following:

1. If charges for “rides” are per vehicle or per passenger.
2. If charges are made by zones or a base charge plus per mile.
3. Examples of costs must be submitted in the response of either type used and what they would be from point to point. Answers are based on the following
  - a) North Liberty Community Center to University Hospitals in Iowa City;
  - b) North Liberty Community Center to North Liberty Food Pantry;
  - c) North Liberty Community Center to Coral Ridge Mall
  - d) North Liberty Community Center to Johnson County Administration Bldg./Human Services Bldg.

The examples are from the city’s central location. This is not to be interpreted as the primary pick-up point for users of the service.

**Reporting and Billing:**

Invoicing will be monthly, and payment will be made by CNL the Wednesday following the first City Council meeting at which the payment can be authorized (generally the second Wednesday of each month, assuming the invoice is received timely). The partner company will provide to the CNL a summary spreadsheet with the monthly invoice, providing at a minimum the following information:

1. User’s Name
2. Pick up and drop off locations of each trip.

3. Cost of each trip.
4. Distance of each trip.
5. Purpose of each trip as reported by the user.
6. Other information the provider is able to capture that which is in their usual scope of reporting services.

From time to time CNL may request more frequent statistics for specific circumstances, such as helping to track unexpected trip numbers or costs.

**Vehicle/Driver Requirements:**

For a private service provider, the City of North Liberty will use the provisions of the Iowa City Ordinances to insure the safety and reliability of service vehicles and drivers. Certifications must be presented with proposal responses.

Public agencies must meet all rules/regulations as determined by the ruling agency standards.

**OTHER:**

1. The City and the Provider will formally evaluate the program every ninety days after implementation.
2. "Rules for Riders" and will be developed after a contract is awarded. Those Rules will also be provided to citizen participants.

# Entryway Transportation Corridors





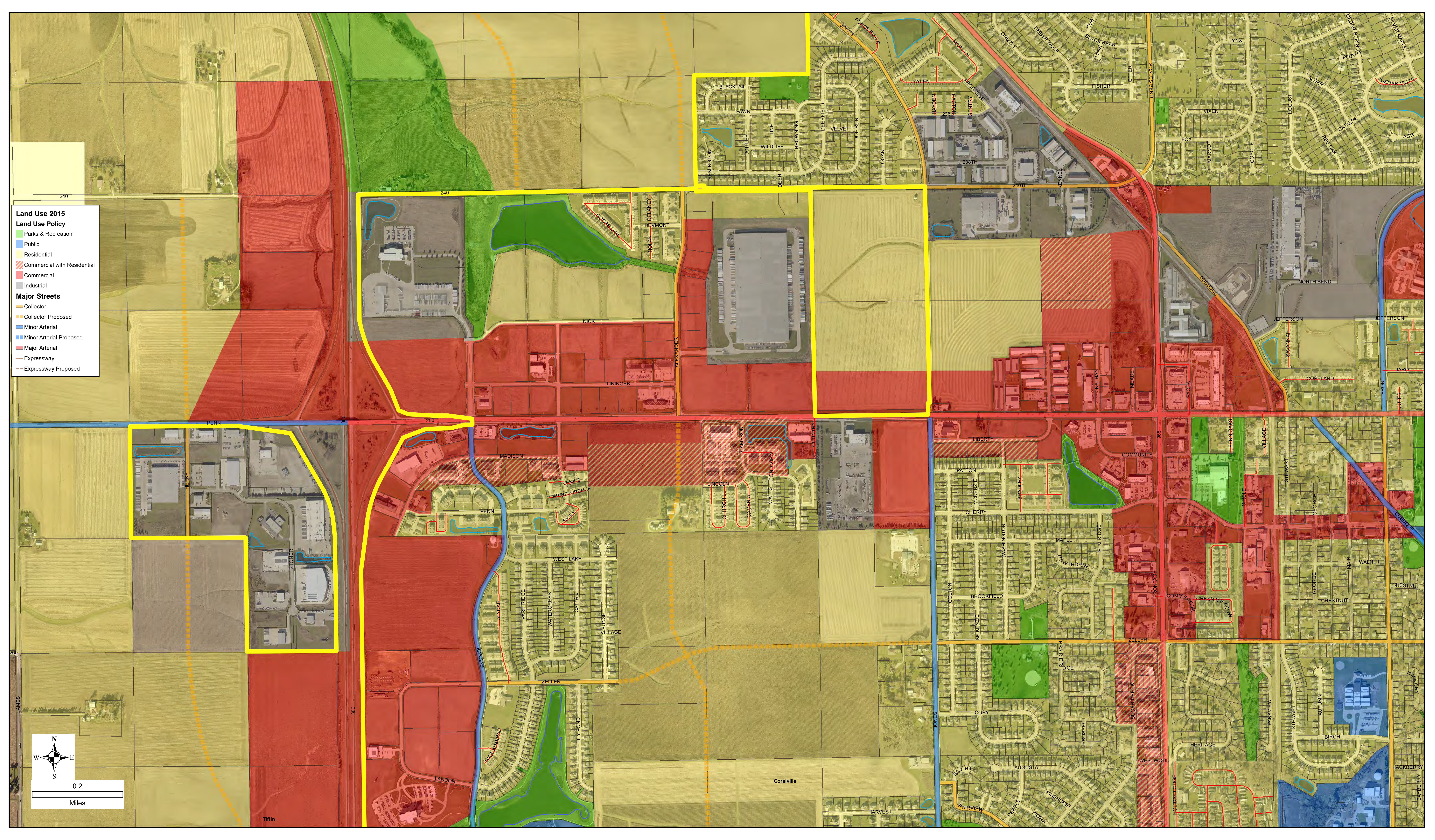
**Land Use 2015**  
**Land Use Policy**

- Parks & Recreation
- Public
- Residential
- Commercial with Residential
- Commercial
- Industrial

**Major Streets**

- Collector
- - - Collector Proposed
- Minor Arterial
- - - Minor Arterial Proposed
- Major Arterial
- - - Expressway
- - - Expressway Proposed

0.2  
Miles

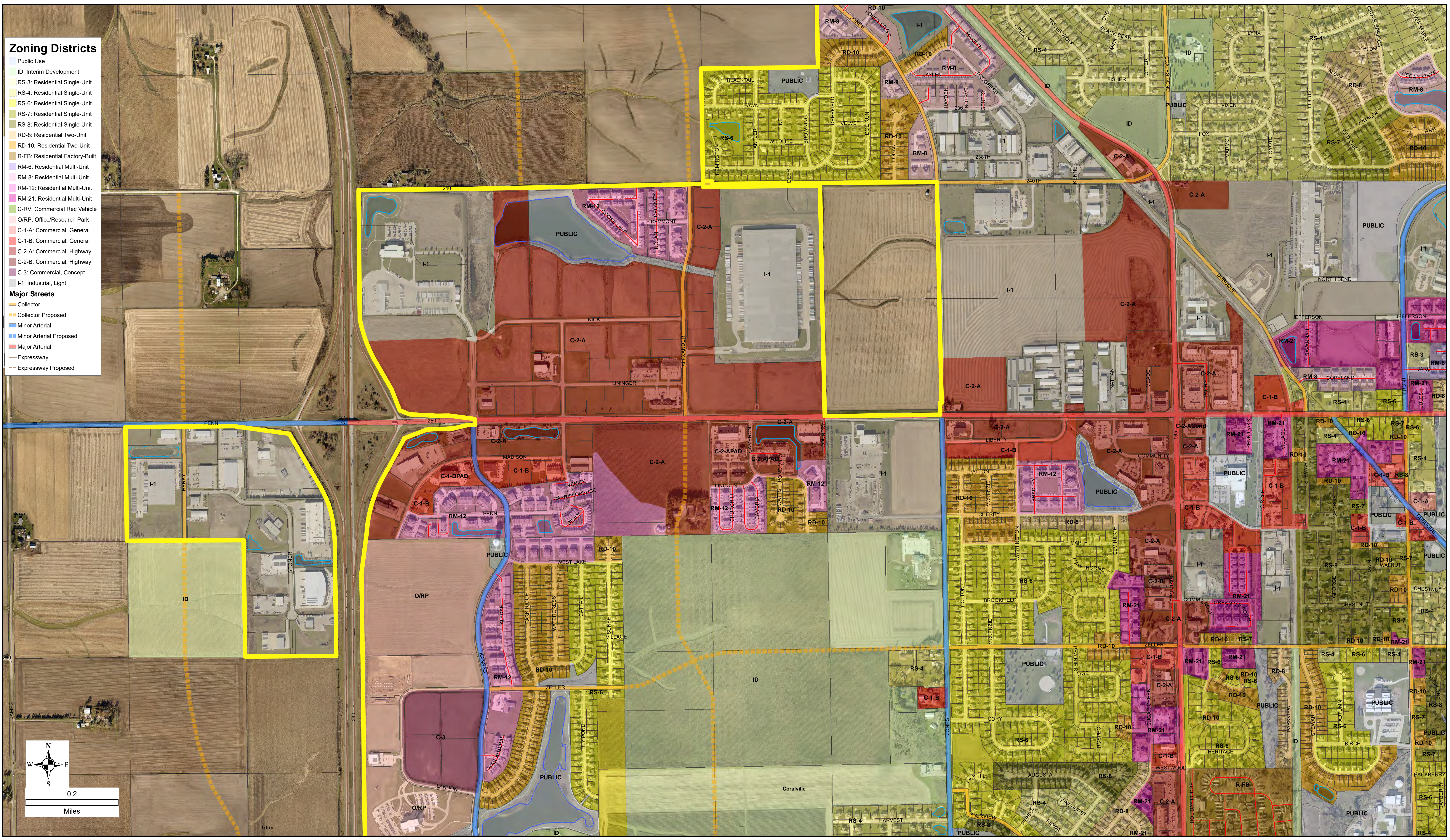
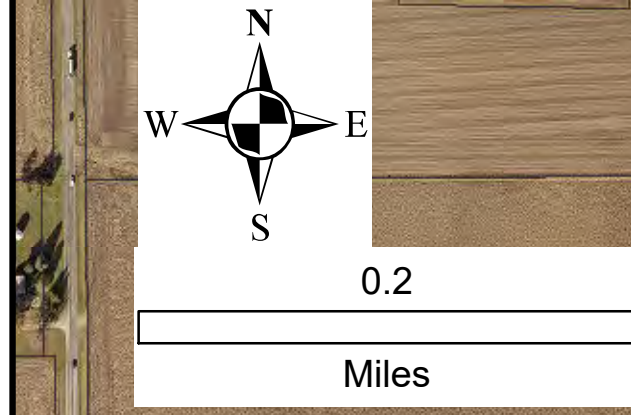




### Zoning Districts

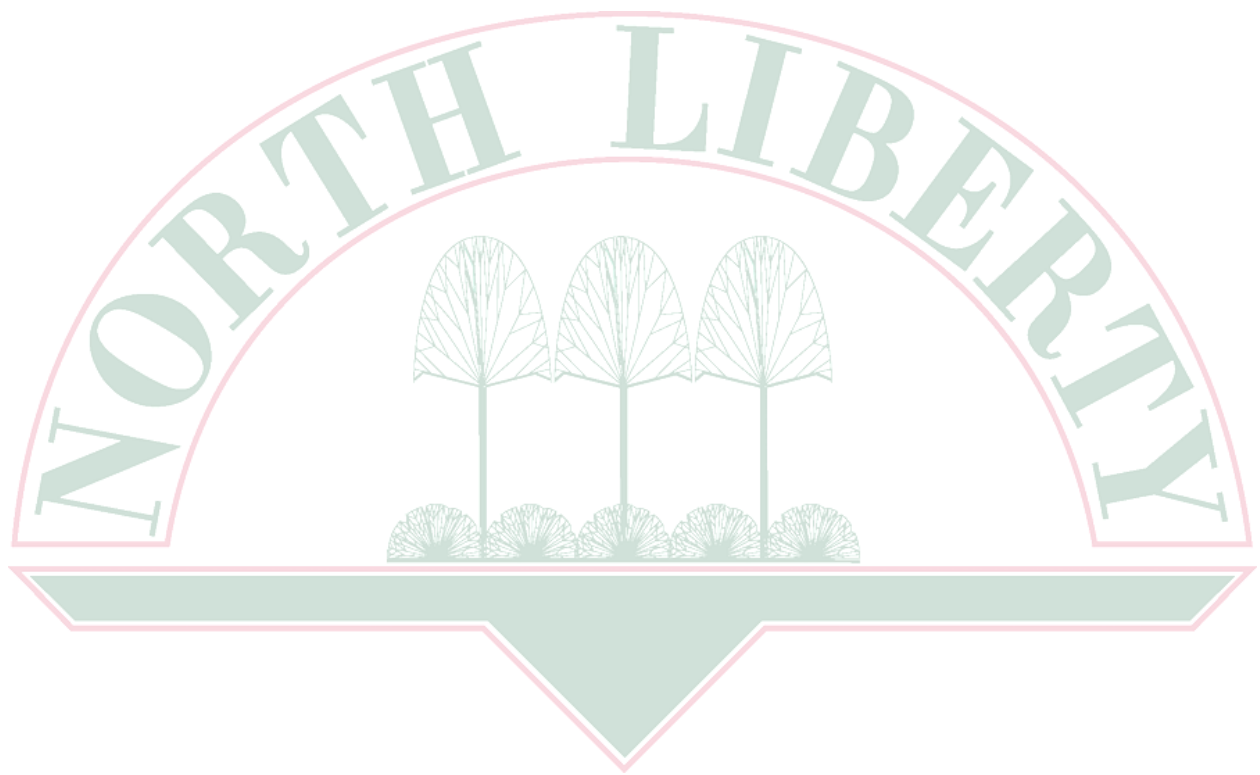
- Public Use
- ID: Interim Development
- RS-3: Residential Single-Unit
- RS-4: Residential Single-Unit
- RS-6: Residential Single-Unit
- RS-7: Residential Single-Unit
- RS-8: Residential Single-Unit
- RD-8: Residential Two-Unit
- RD-10: Residential Two-Unit
- R-FB: Residential Factory-Built
- RM-6: Residential Multi-Unit
- RM-8: Residential Multi-Unit
- RM-12: Residential Multi-Unit
- RM-21: Residential Multi-Unit
- C-RV: Commercial Rec Vehicle
- O/RP: Office/Research Park
- C-1-A: Commercial, General
- C-1-B: Commercial, General
- C-2-A: Commercial, Highway
- C-2-B: Commercial, Highway
- C-3: Commercial, Concept
- I-1: Industrial, Light

- ### Major Streets
- Collector
  - Collector Proposed
  - Minor Arterial
  - Minor Arterial Proposed
  - Major Arterial
  - Expressway
  - Expressway Proposed





# Additional Information



To: Mayor and City Council  
From: Tom Palmer, Building Official  
CC: City Administrator  
Date: 10/3/2018  
Re: Monthly Report

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**September Permit Report:**

Ninety-three permits were issued in September with estimated construction value of \$4.2 million dollars. Seventeen new home permits were issued with estimated construction value of 3.8 million dollars. Staff completed 399 inspections in September.

**Certificate of Occupancy:**

Twelve certificates were issued for new dwelling units and one certificate for residential addition.

**Rental/Code Enforcement:**

Eight rental permit applications were received in September. Forty-four rental inspections were completed along with sixty-two code enforcement complaints were handled in September.



**September 2018  
 Monthly Permit Report**

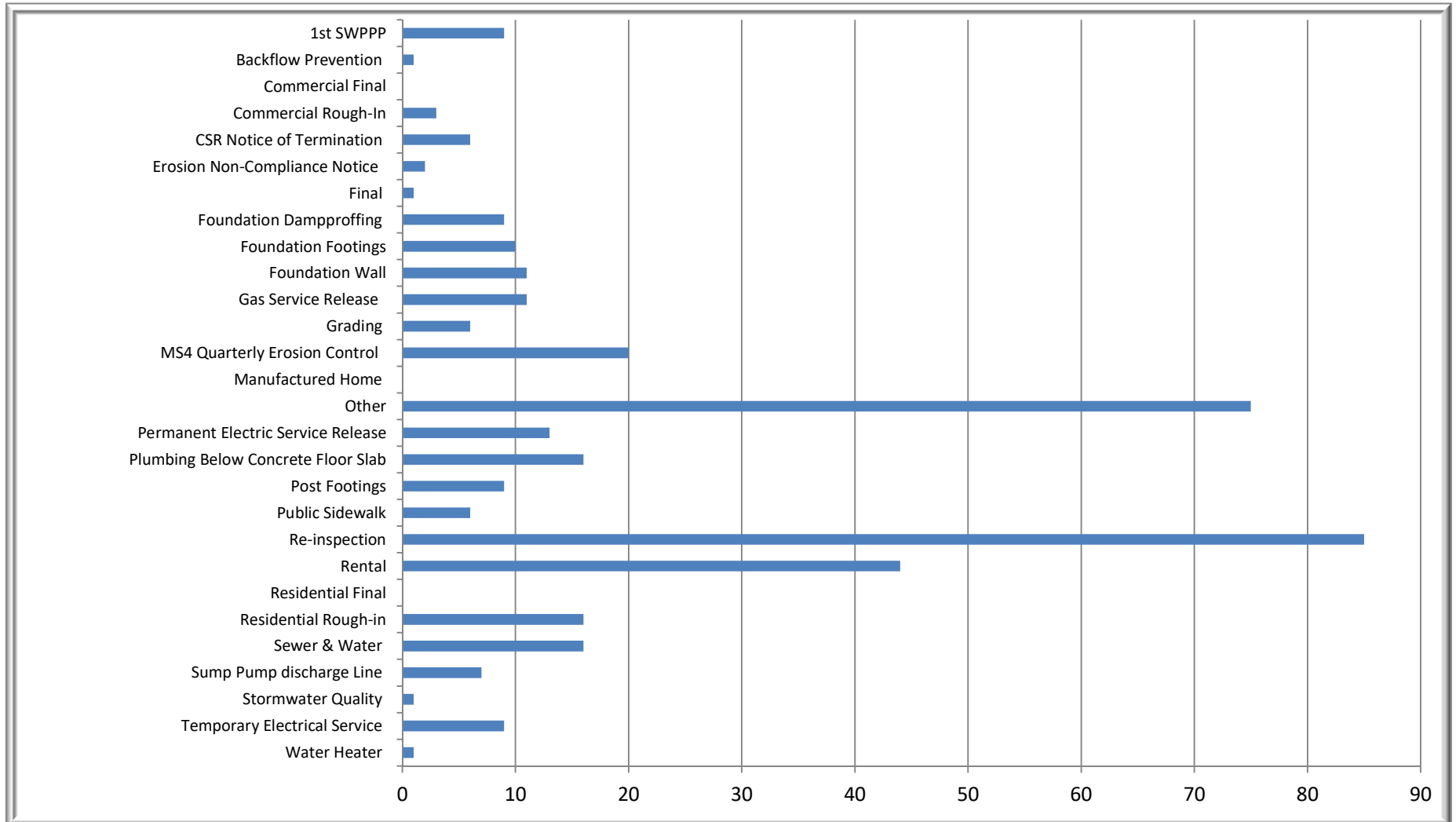
Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	5	\$1,518,144.00	\$15,035.21	5	5	
2	New Single Family Dwelling Attached	12	\$2,308,000.00	\$27,705.44	6	12	
3	New Townhouse	0	\$0.00	\$0.00	0	0	
4	New Multi-Family Housing	0	\$0.00	\$0.00	0	0	
5	New Commercial	0	\$0.00	\$0.00	0	0	
6	New Industrial	0	\$0.00	\$0.00	0	0	
7	School	0	\$0.00	\$0.00			
8	Residential Alteration	28	\$182,556.90	\$3,829.79			
9	Residential Addition	0	\$0.00	\$0.00			
10	Commercial Alteration	4	\$153,875.00	\$2,341.90			
11	Commercial Addition	0	\$0.00	\$0.00			
12	Industrial Alteration	0	\$0.00	\$0.00			
13	Industrial Addition	0	\$0.00	\$0.00			
14	Other	44	\$29,844.23	\$2,211.75			
15	Public	0	\$0.00	\$0.00			
16	Manufactured Home	0	\$0.00	\$0.00			
	<b>Totals</b>	<b>93</b>	<b>\$4,192,420.13</b>	<b>\$51,124.09</b>	<b>11</b>	<b>17</b>	

SFD Attached are zero lot line units

Townhouse are 3 or more units with shared side walls and have a rear yard area



# Inspections for the Month of September



Total Inspections 399

# Code Enforcement Report

09/01/2018 - 09/30/2018

Case Date	Case #	Complaint
9/4/2018	2987	Allowing occupying unit without the required certificate of occupancy
9/5/2018	2988	mowing
9/5/2018	2989	mowing
9/5/2018	2990	renting without permit
9/6/2018	2991	inoperable junk vehicle in parking lot with flat tires and never moves
9/6/2018	2992	possible water damage and mold
9/6/2018	2993	allowing dog to habitually bark for prolonged periods disturbing the peace and quiet of the vicinity
9/6/2018	2994	Mowing
9/6/2018	2995	apartment is a mess and animal neglect
9/7/2018	2996	accumulation of rubbish and or garbage on the property
9/10/2018	2997	too many adults living in the unit
9/10/2018	2998	Expired permit
9/11/2018	2999	driveway approach has huge holes
9/12/2018	3000	accumulation of rubbish and or garbage on the property
9/12/2018	3001	renting without permit
9/13/2018	3002	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit
9/13/2018	3003	water leak in the home has caused possible mold issue
9/13/2018	3004	eliminate cross hazard connections
9/14/2018	3005	renting without permit
9/17/2018	3006	Occupying building without Certificate of Occupancy
9/17/2018	3007	mowing
9/17/2018	3008	delivery trucks are damaging private property by driving the trucks through the yard
9/17/2018	3009	Occupying building without the required zoning permit
9/18/2018	3010	have failed to make the required corrections from the last rental inspection
9/18/2018	3011	have failed to make the required corrections from the last rental inspection
9/18/2018	3012	trailer parked on the landscaped area of the property

9/18/2018	3013	the owner of the property has placed their private property on the City's public right of way
9/18/2018	3014	mowing
9/18/2018	3015	mowing
9/21/2018	3016	renting without permit
9/21/2018	3017	trees overhanging onto street and blocking street signs
9/24/2018	3018	allowing any animal to habitually bay, bark, screech, yell, or make a sound of any kind or nature for prolonged periods in such manner as to unreasonably disturb the peace and quiet of the vicinity
9/24/2018	3019	mowing
9/24/2018	3020	have failed to make the required corrections from the last rental inspection
9/24/2018	3021	the water meter room is full of miscellaneous items preventing access to the water meters
9/25/2018	3022	Fail to provide annual test report
9/25/2018	3023	Fail to provide annual test report
9/25/2018	3024	Fail to provide annual test report
9/25/2018	3025	Fail to provide annual test report
9/25/2018	3026	Fail to provide annual test report
9/25/2018	3027	Fail to provide annual test report
9/25/2018	3028	Fail to provide annual test report
9/25/2018	3029	Fail to provide annual test report
9/25/2018	3030	Fail to provide annual test report
9/25/2018	3031	Fail to provide annual test report
9/25/2018	3032	Fail to provide annual test report
9/25/2018	3033	Fail to provide annual test report
9/25/2018	3034	dog is not on a leash and owner does not pick up after dog
9/25/2018	3035	have failed to pickup after dog on public or private property
9/25/2018	3036	Fail to provide annual test report
9/25/2018	3037	have failed to pickup after dog on public or private property
9/26/2018	3038	the air conditioning unit is blocking access to the water shut off valve
9/26/2018	3039	Certificate of occupancy
9/28/2018	3040	renting without permit
9/28/2018	3041	renting without permit





# North Liberty Fire Department 2018 Monthly/YTD Response Report

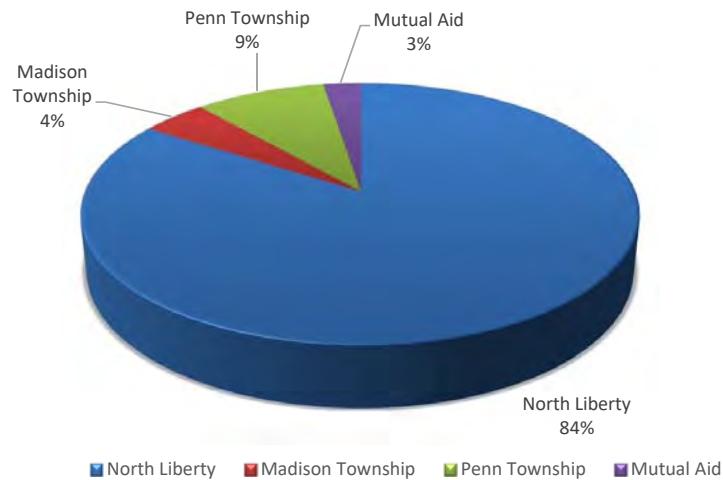
## North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	99	83	93	91	97	107	103	105	73				851	84.09%
Madison Township	7	2	4	5	4	6	5	8	4				45	4.45%
Penn Township	4	8	9	12	11	16	13	7	10				90	8.89%
Mutual Aid	2	2	3	5	4	2	4	2	2				26	2.57%
<b>Total Responses</b>	<b>112</b>	<b>95</b>	<b>109</b>	<b>113</b>	<b>116</b>	<b>131</b>	<b>125</b>	<b>122</b>	<b>89</b>				<b>1012</b>	

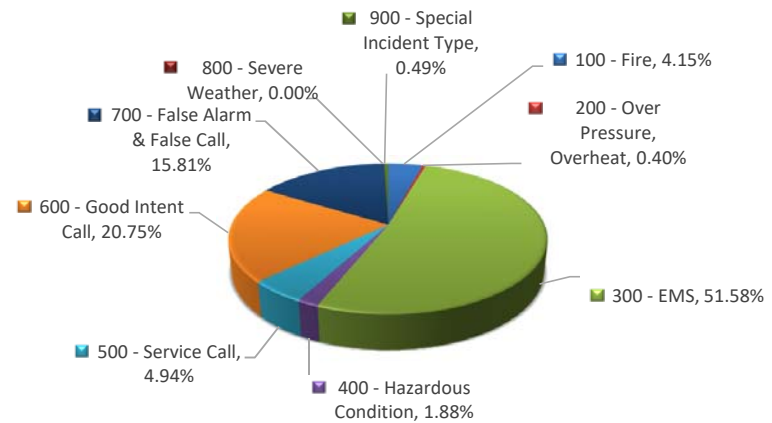
## North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	4	2	7	7	4	6	4	4	4				42	4.15%
200 - Over Pressure, Overheat	1		1	1	1								4	0.40%
300 - EMS	50	59	47	61	60	71	61	59	54				522	51.58%
400 - Hazardous Condition	5	2	3	1		3	3		2				19	1.88%
500 - Service Call	4	5	8	1	4	8	7	10	3				50	4.94%
600 - Good Intent Call	23	13	25	18	30	30	28	24	19				210	20.75%
700 - False Alarm & False Call	24	13	18	22	17	13	21	25	7				160	15.81%
800 - Severe Weather														0.00%
900 - Special Incident Type	1	1		2			1						5	0.49%
<b>Total Responses</b>	<b>112</b>	<b>95</b>	<b>109</b>	<b>113</b>	<b>116</b>	<b>131</b>	<b>125</b>	<b>122</b>	<b>89</b>				<b>1012</b>	

2018 District Responses YTD  
(Rounded Percentage)



2018 Type of Incidents YTD  
(Percentage)

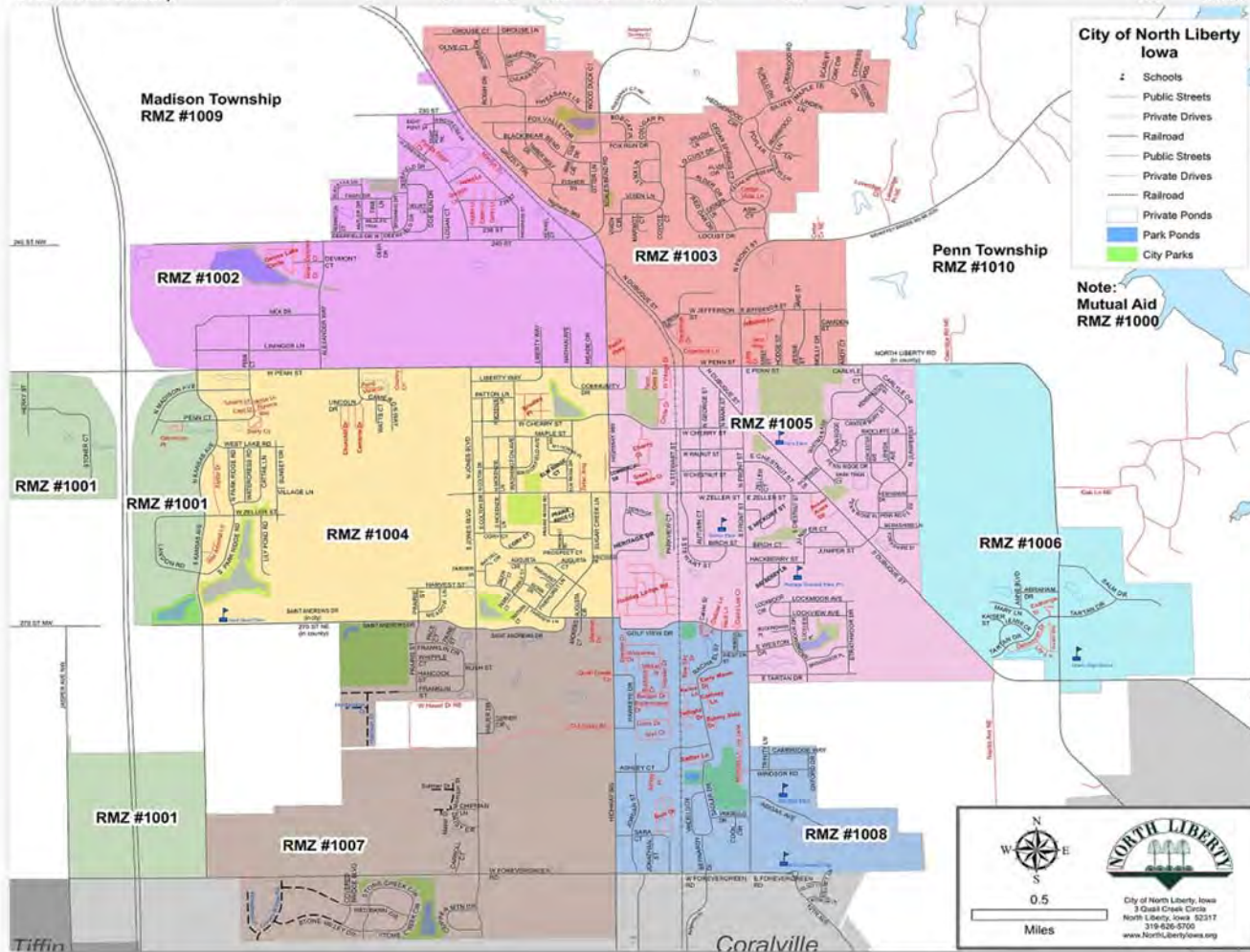




# North Liberty Fire Department 2018 Monthly/YTD Response Report

## North Liberty Fire Department Responses By Risk Management Zone

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent
1000 - Mutual Aid	2	2	3	5	4	2	4	2	2				26	2.57%
1001 - City of North Liberty		5	4	2	2	1	3	4	1				22	2.17%
1002 - City of North Liberty	8	16	8	8	11	8	9	10	4				82	8.10%
1003 - City of North Liberty	20	18	12	12	18	27	16	16	11				150	14.82%
1004 - City of North Liberty	27	10	20	18	26	18	15	21	9				164	16.21%
1005 - City of North Liberty	26	19	25	32	20	31	27	31	18				229	22.63%
1006 - City of North Liberty		1			1	1	1	2	5				11	1.09%
1007 - City of North Liberty	6	3	8	6	5	8	16	9	9				70	6.92%
1008 - City of North Liberty	12	11	16	13	14	13	16	12	16				123	12.15%
1009 - Madison Township	4	2	5	5	4	6	5	8	4				43	4.25%
1010 - Penn Township	7	8	8	12	11	16	13	7	10				92	9.09%



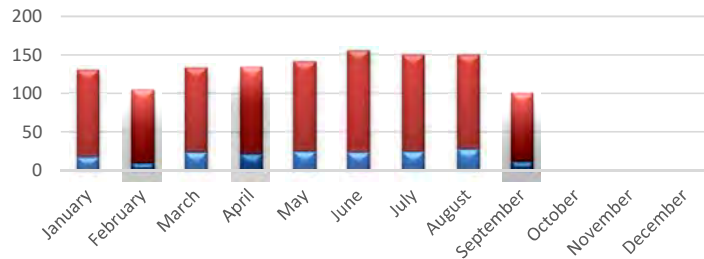


# North Liberty Fire Department 2018 Monthly/YTD Response Report

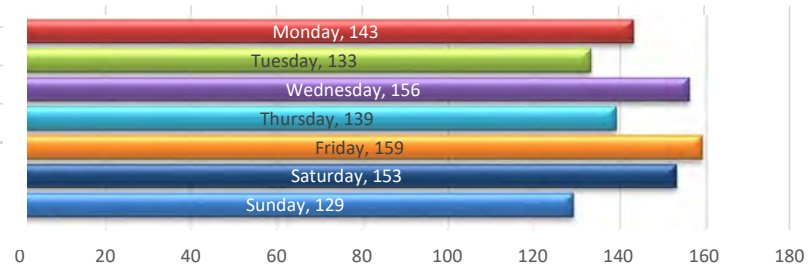
## North Liberty Fire Department Overlapping Incidents

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Overlapping Incidents	18	10	24	22	25	24	25	28	12				188	18.58%
<b>Total Responses</b>	<b>112</b>	<b>95</b>	<b>109</b>	<b>113</b>	<b>116</b>	<b>131</b>	<b>125</b>	<b>122</b>	<b>89</b>				<b>1012</b>	

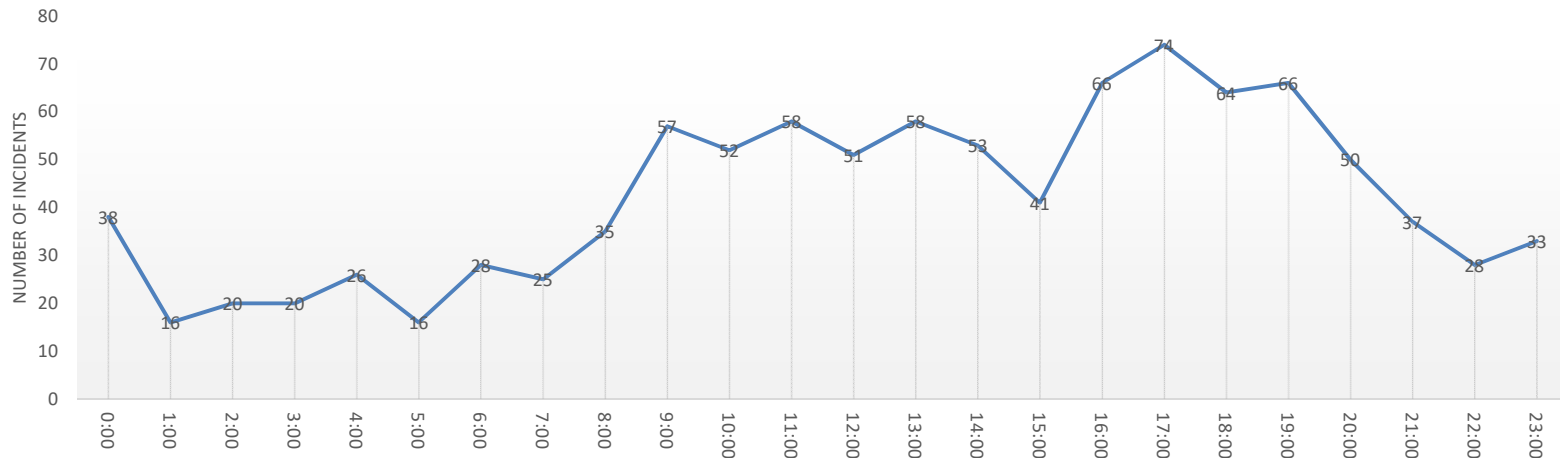
2018 Overlapping Incident  
by Month



2018 Responses by  
Day of Week



2018 Responses by  
Hour of Day

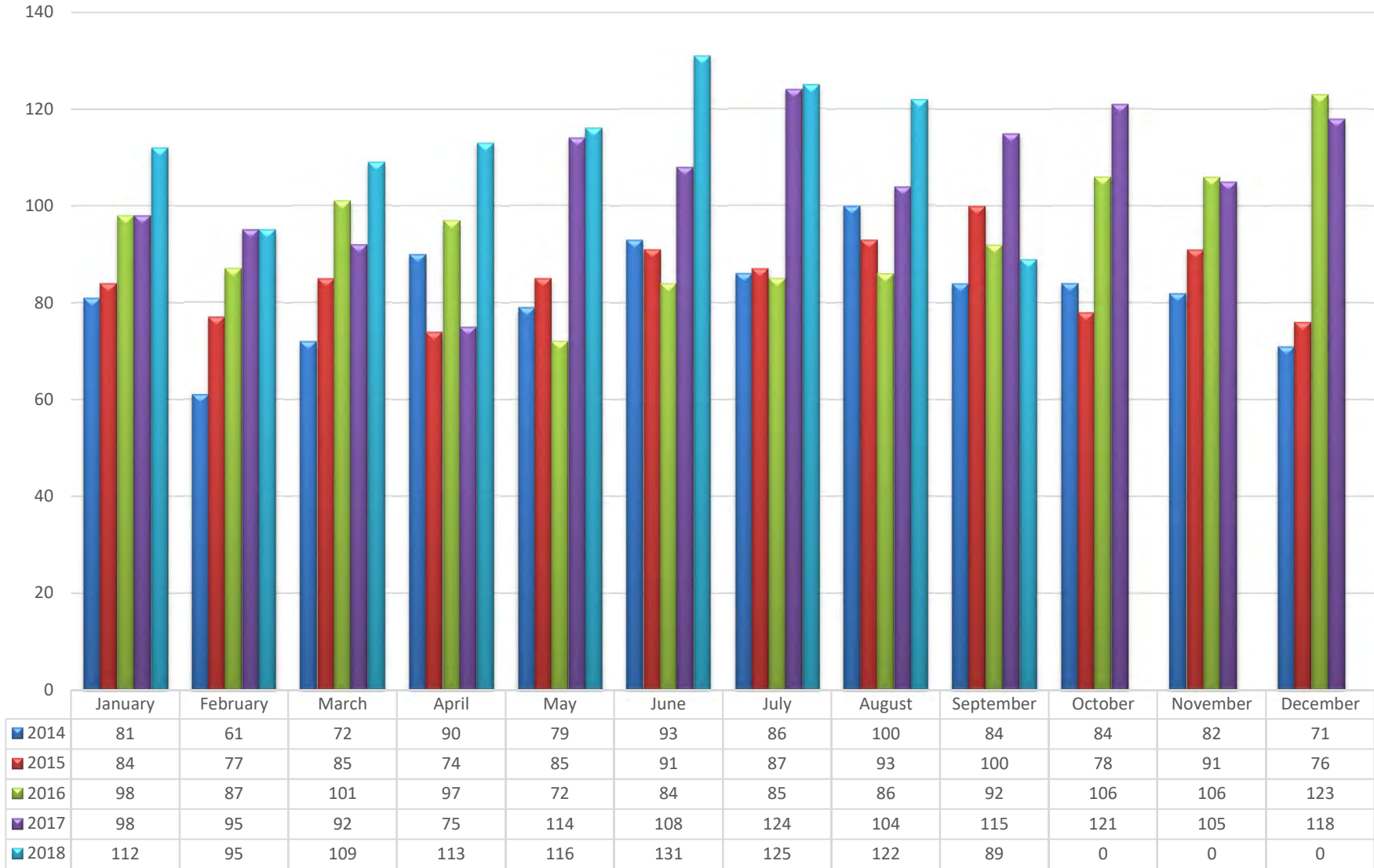






# North Liberty Fire Department 2018 Monthly/YTD Response Report

## 2014 - 2018 Monthly Incident Response Comparison





# North Liberty Fire Department 2018 Monthly/YTD Response Report

## Member Responses By Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year To Date	Percent To Date
<b>Responses for Month</b>	<b>112</b>	<b>95</b>	<b>109</b>	<b>113</b>	<b>116</b>	<b>131</b>	<b>125</b>	<b>122</b>	<b>89</b>				<b>1012</b>	
Barney, Mallory	17	19	22	18	19	11	7	26	11				150	14.82%
Brumm, Ryan	16	7	10	19	11	2	4	0	3				72	7.11%
Burleson, Lynn	5	17	13	13	19	32	18	18	5				140	13.83%
Chiles, Branden	2	2	6	4	3	3	3	1	4				28	2.77%
Coleman, Leah	6	6	5	8	1	0	0	0	0				26	2.57%
Coyle, Jim*	1	0	0	0	0	0	0	0	0				1	0.10%
Dolezal, Dan	3	1	5	14	6	4	9	15	1				58	5.73%
DuBay, Rob	20	21	31	5	5	8	3	2	17				112	11.07%
English, Joseph	22	17	18	16	12	26	17	16	18				162	16.01%
Hardin, Bryan	14	16	15	24	13	21	10	12	11				136	13.44%
Hofsommer, Greg	3	1	0	0	0	1	0	0	0				5	0.49%
Jaeger, Jeff	34	15	32	29	21	36	24	40	16				247	24.41%
Johnston, Mike	18	3	8	11	7	15	12	7	8				89	8.79%
Keitel, Brad	8	11	33	39	10	11	8	23	6				149	14.72%
Kelchen, Jessica	18	13	17	26	18	7	7	19	7				132	13.04%
Kochanny, Chris	30	27	28	43	30	23	26	27	18				252	24.90%
Kramer, Adam	5	9	6	20	10	8	5	4	5				72	7.11%
Lundquist, Jonathan	0	0	25	15	21	18	12	23	7				121	11.96%
Marks, Isaac	14	16	18	22	12	1	23	19	20				145	14.33%
McDonald, James	26	22	29	35	20	31	15	25	10				213	21.05%
Messinger, Matt	20	10	26	11	30	13	22	15	10				157	15.51%
Miller, Jordan	24	23	41	26	21	24	15	23	22				219	21.64%
Moliterno, Brad	19	11	18	9	6	7	13	3	11				97	9.58%
Newkirk, Richard	12	8	13	24	29	16	16	7	7				132	13.04%
Pecora, Tyler	14	11	20	31	6	14	20	28	26				170	16.80%
Place, Alexander	0	0	0	0	5	11	12	3	8				39	3.85%
Platz, Brian	42	39	36	37	43	45	27	18	22				309	30.53%
Reasner, Richard	14	0	0	0	4	4	11	15	3				51	5.04%
Rennekamp, Bryan	16	18	17	14	19	14	23	24	10				155	15.32%
Rhomberg, Peter	27	5	11	16	2	7	10	8	2				88	8.70%
Ropp, Brian	39	36	36	28	27	47	24	29	14				280	27.67%
Schellenberg, Phillip	38	14	4	10	17	13	12	14	6				128	12.65%
Schmooke, Bill	25	19	28	16	23	15	18	12	17				173	17.09%
Schoening, Austin	21	14	14	14	19	36	28	33	15				194	19.17%
Schultz, Christine	20	12	22	18	9	13	13	9	12				128	12.65%
Scott, Sam	16	9	15	21	11	11	16	7	9				115	11.36%
Smith, Landon	56	25	50	30	33	39	30	34	26				323	31.92%
Story, Carson	14	12	14	20	7	12	12	18	13				122	12.06%
Voparil, Craig	12	10	14	11	16	12	4	6	14				99	9.78%
Welter, Jonathan	20	7	17	23	12	11	8	4	0				102	10.08%
White, Austin	43	25	43	29	54	25	14	9	4				246	24.31%
White, Geoffery	29	7	38	39	30	23	20	24	14				224	22.13%
White, Sayer	13	12	9	12	13	5	9	10	12				95	9.39%
Wichmann, Megan	16	5	13	11	2	0	4	20	12				83	8.20%
Williams, Justin	16	8	13	9	10	9	7	12	7				91	8.99%

\* Fire Dept. Chaplain



# North Liberty Fire Department 2018 Monthly/YTD Response Report

## Top 5 Calls Made by Members by Month

	Jan	Feb	Mar	Apr	May	Jun
1	Smith 56	Platz 39	Smith 50	Kochanny 43	White, A 54	Ropp 47
2	White, A 43	Ropp 36	White, A 43	Keitel White, G 39	Platz 43	Platz 45
3	Platz 42	Kochanny 27	Miller 41	Platz 37	Smith 33	Smith 39
4	Ropp 39	Smith White, A 25	White, G 38	McDonald 35	Kochanny Messinger White, G 30	Jaeger Schoening 36
5	Schellenberg 38	Miller 23	Platz Ropp 36	Pecora 31	Newkirk 29	Burleson 32
	Jul	Aug	Sept	Oct	Nov	Dec
1	Smith 30	Jaeger 40	Pecora Smith 26			
2	Schoening 28	Smith 34	Miller Platz 22			
3	Platz 27	Schoening 33	Marks 20			
4	Kochanny 26	Ropp 29	English Kochanny 18			
5	Jaeger Ropp 24	Pecora 28	DuBay Schmooke 17			

### 2018 - Top 5 Calls Made by Year-To-Date

1	Smith	323	31.92%
2	Platz	309	30.53%
3	Ropp	280	27.67%
4	Kochanny	252	24.90%
5	Jaeger	247	24.41%



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

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

Date: October 1, 2018

Re: Monthly Report

We performed various building maintenance tasks as needed this month. We repaired and cleaned out the rain gutters at the Public Safety building.

We performed seasonal equipment repairs as well as scheduled preventive maintenance to equipment.

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

A great deal of time was spent mowing turf grass and trimming weeds around fence lines, the bike trail, city parks, city grounds and ponds this month. We continue to weed/maintain our city landscaping areas and trees as needed. Landscape and turf maintenance has taken a great deal of time due to the abundance of weeds and the accelerated turf growth.

We continue to maintain ball fields and facilities this month in support of tournaments, NLYBS, Babe Ruth and Liberty High Baseball practice.

We continue to paint soccer field lines in support of the fall soccer program.

Park Staff graded and seeded areas at Penn Meadows Park, Creekside Park and Centennial Park.

Harding Concrete has started the FY1819 Penn Meadows Park trail and concrete improvement project. Hopefully the weather will allow them to finish yet this fall.

Park staff removed graffiti for the third time this summer at Quail Ridge park shelter. This has been an exceptional year for paint vandals. We installed a security camera system at the shelter and haven't had any other incidences of graffiti.

Parks Staff planted trees at Creekside Park. This was paid for in part by the MidAmerican *Trees Please* grant we received this past spring.

Parks Staff released 100 grass carp at Goose Lake to enhance the non-chemical method of algae control.

Parks staff removed seven benches from various parks to be repainted. This is covered under warranty by Iowa Prison Industries.

Park staff trimmed the overgrowth of all parking lot trees at the Rec Center.



# North Liberty Police Monthly Report September 2018

## Training:

- Officers attended SERT and Dive team training this month (24 hours)
- Canine handler and the dog attended 8 hours of training at Canine Tactical (8 hours)
- Three officers attended 8 hours of training in Clive, Iowa called Survive and Thrive about assaults on officers and survival stories (24 hours)
- All officers attended the bi-annual firearms training (168 hours)
- Two supervisors attended Management Rights course at Ankeny Police Department. (16 hours)
- The Records Clerk/Evidence Custodian attended training in Grand Rapids, Michigan on Managing the Property and Evidence Room (16 hours)
- Chief attended training with Iowa C.O.P.S which is the Iowa non-profit chapter that helps officers' families' deal with the aftermath of a line of duty death or active duty death. (1.5 hours)
- An officer attended a Taser Instructor Course ( 8 hours)

Traffic Contacts	415
Parking Contacts	29
Vehicle Inspections	31
Vehicle Unlocks	32
Crash Investigations	23
Public Assists	287
Assist Other Agency	101
Crimes Against Persons Report	9
Crimes Against Property Report	11
Other Reports	44
Arrests	37
Warrants	4
Alcohol/Narcotics Charges	22
Crimes Against Persons Charges	2
Crimes Against Property Charges	2
Other Charges	27
Animal Calls	50
Total Calls for Service	1948
<b>*Total Calls for Service for the year</b>	<b>18334</b>

## Public Relations:

- Officers were invited to block parties for National Night Out. 3 separate events were attended.
- Officers worked the Iowa Football games. The department was reimbursed by the University for their time.
- The NL Doggie Plunge/ Rec Center donated \$1361.50 to the department for our canine program. We appreciate the support.
- Officers attended the Circus at NL Library.
- Officer Tygart gave a public safety talk at North Central Junior High School for several different classes.
- We conducted a public safety talk for 10 preschoolers at a local daycare.
- Officer Tygart read at Story Time with a Penn Elementary Kindergarten class.
- Office Tygart attended a teen leadership workshop on the topic of Overcoming Difficulties for students at North Central Junior High.
- The LT set up a time lapse camera at Liberty HS to see how the stands fill and empty for their football games. This camera will be used for the PD construction and we partnered with Liberty High to test it out. The video can be found on the City's Website.
- Officers assisted and worked overtime for the Liberty HS Homecoming parade. We were reimbursed by the school.

**Equipment:**

- Helmet inserts for our ballistic helmets were acquired.
- Several worn uniform shirts and pants were replaced.
- Purchased a Time Lapse Pole camera. This is being used at Liberty HS, temporarily but will be used to show the progress on the PD construction.

**Enforcement:**

- Theft calls for unlocked and unsecured vehicles/garages were up again this month.
- Officers continue to work the detour areas and construction zones to slow traffic down.

**Department Admin:**

- Work continues on the PD design with Architects. Working on final design plans and taking up a lot of the Chief's time.
- Work began on the massage therapy ordinance. The investigator made contact with several therapists about the ordinance and their recommendations.
- Chief attended a meeting with Juvenile Court Services on disorderly conduct charges and pre-arrest diversion programs with a national auditor. Locally, JCS is looking to expand the program for simple misdemeanor charges for first time offenses.
- Sergeant Adam Olson is no longer employed with the City of North Liberty.
- Chief was on KXIC for the Our Town segment morning show. Discussed the new PD design, hiring and the Liberty High parade route and detours.
- Supervisor meeting was conducted.
- Getting ready for January changes, the Drug Task Force specialty position was opened. Officers had to complete an application packet, write an essay, provide a complex drug related investigation, have 3 external references, and take part in interviews. The panel consisted of NL supervisors and the State Drug and Narcotic Enforcement officers. A new member was selected and we will make the change in January when all of the other patrol shifts are put out for bid. This will be a three year commitment on the officer's part. We expect a MOU will be signed during union negotiations for this specialty position.
- This department and several stakeholders in the city completed a survey about the police department, expectations, recruitment and services. This was conducted through the ICMA. NL had a great response from the survey participants and some recommendations for police recruitment, training and community engagement can be found in the document. <https://icma.org/documents/model-police-officer-recruitment-training-and-community-engagement>.
- Started the process for sergeant promotions and selection of a new officer. The application packet is posted on the city website and we contacted local colleges, city channels, and on line publications to recruit as many as possible.
- Started the process for the FY 20 budget planning for the PD.



**North Liberty Parks & Recreation Committee Meeting**  
**Thursday, October 4, 2018**  
**Proposal of Agenda**  
**7:00PM**

**NEW BUSINESS:**

1. Approve minutes: Sept 6<sup>th</sup> meeting
2. Public Comments/Concerns: Guest introduction and concern.
3. Priority Project Listing: Present information to date, collect new and combine into a recommendation to city council. Start with Aquatics, than Rec, than Parks specific.
4. Building & Grounds Report: Parks Monthly Report
5. Upcoming Events:

Halloween Moonlight Walk	Oct 12
Pumpkin Painting/Decorating	Oct. 13
Haunted Happenings	Oct. 25 & 26
Truck or Treat	Oct. 26
Trick or Treat	Oct 31
6. Winter Spring 2019 Brochure: Staff has begun work on programming for January-April, 2019.
7. Any new issues not on agenda?

**OLD BUSINESS:**

1. Rec Fees / Memberships Update: Update to new fees, started Oct 1
2. Recreation Monthly Report: Recreation Review from previous month.
3. Any old issues not on agenda?

**CONCLUSION:**

1. Next Meeting: Thursday, November 1, 2018 at 7:00 PM  
Location: City Council Chambers at 1 Quail Creek Circle
2. Adjourn

## North Liberty Parks & Recreation Committee Meeting

Thursday, September 6, 2018

**Board Members Present:** Matthew Eckhardt, Jami Maxson, Troy Carter, Amalia Gedney-Lose, Megan Lehman

**Others Present:** Shelly Simpson, Guy Goldsmith, Brian Motley, Tim Hamer

**Meeting called to order: 7:00 pm**

### NEW BUSINESS:

**1. Approve minutes:** Minutes from July 5 meeting approved. (no quorum in August)

**2. Board Appointments:** Chair - Matthew Eckhardt  
Vice Chair - Megan Lehman  
Secretary - Jami Maxson

**3. Building and Grounds Report:** seasonal staff now gone. Working on mowing, maintaining ballfields. Pouring concrete at Penn Meadows, getting new bleachers and shade structures, paving remainder of trail. Three new park monument signs placed. Creekside playground relocated and reopened. Rock climbing area and new playground at Centennial getting good feedback. City has purchased land for dog park, want to start improvements but need to wait until land annexed into city.

**4. Fees/Membership Rate Changes:** Updated proposal approved by city council. Being publicized, effective Oct 1, 2018.

**5. Fall Programs:** Back in full swing - gymnasiums busy, JH volleyball, youth and adult leagues, rentals. Soccer program larger but limited due to field space and daylight since no field lighting. Be sure to look online for facility schedules and gym availability.

<b>6. Upcoming Events:</b>	Doggie Plunge	Sept 9
	Moonwalk & Star Party	Sept 22
	Swim lessons	week of Sept 24
	Celebration Belle Cruise	Oct 3

**7. New Issues:** Splash pad will stay open as long as weather allows.

### OLD BUSINESS:

**1. Recreation Monthly Report:** August often slowest month, changes with fall programming.

**2. Old Business:** a) Pool renovations - money allocated this fiscal year for new play structure, possibly addressing floating structure wall. Would like to do before next season.

b) Recreation Master Planning - give Shelly any input, she will bring up with city government. Discussed measures to engage community members. M. Eckhardt suggested Top 10 list to determine areas to focus on (of city staff, also board members).

c) Did fill administrative assistant opening, started this week.

### CONCLUSION:

**1. Next Meeting**

**Thursday October 4, 2018 at 7:00PM**

Location: City Council Chambers at 1 Quail Creek Circle

2. Adjourned at 7:35 pm

Minutes submitted by Jami Maxson

To: Mayor, City Council and City Administrator  
From: Shelly Simpson, Recreation Director  
Date: October 1, 2018

### **Monthly Report – September 2018**

#### **Recreation Update:**

September is a busy month in which numerous programs begin. Most of which are youth, sport-oriented. We work with Coralville Parks & Rec to offer NLC youth volleyball (149 participants) and NLC Youth flag football (50 participants) for Grades 1-6. Brian works with CRSA to provide another big program - outdoor soccer (79 participants) for grades K-6.

“Kids Campsite” usage for this month totaled 735 participants. Pee Wee Football totaled 45 participants. Other classes included Tippi Toes Dance (30 participants), Kinder Club, Music & Movement, Tae Kwon Do and youth hockey.

Our “Recsters” BASP program is offered in AM (18 participants) and PM (72 participants; totaling 90 participants).

Senior Dining was offered on Fridays with a total of 74 participants served this month. Angela M. has done a great job in scheduling a variety of new speakers to go along with bingo.

Fall is the start of our Adult leagues too. Co-ed volleyball has 9 teams competing while Men’s Basketball has 16 teams in competition.

#### **Pool Update:**

For pools, September represents end to the outdoor pool season and start to everything moving back inside. One of the last events before closing is the Doggie Plunge which was again a big hit. Approximately 200 to 300 dogs in attendance. Revenue taken in for this event was \$2,723.00 with half going to the Cedar Valley Humane Society (\$1,361.50) and other half to the North Liberty Police Dept. Canine (\$1,361.50).

Indoors, swim lessons began with group lessons totaling 122 participants, private lessons totaling 54 participants. Other programs include Lucky Duck (43 participants) and water exercise classes such as Aqua Boot Camp, Arthritis Aqua, Aqua Zumba, Early Bird, Easy Does It, Water Resistance and Noodle Triathlon totaling 41 participants participating in aqua exercise.

We do offer a recreational swim team, each class Tuesday and Thursday has 10 participants, totaling 20 participants.

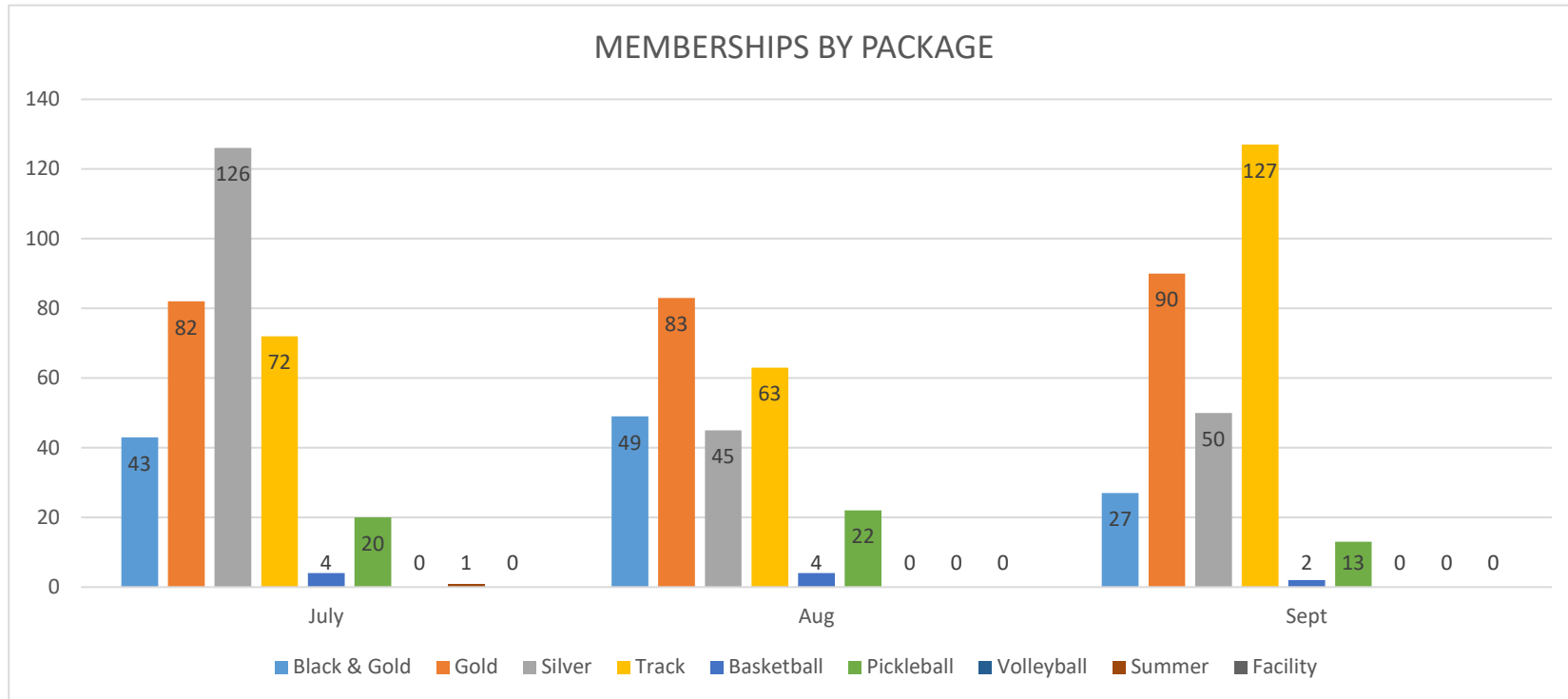
See attached reports for membership totals and daily drop-ins for the month and revenue/expense reports.

Submitted by Shelly Simpson



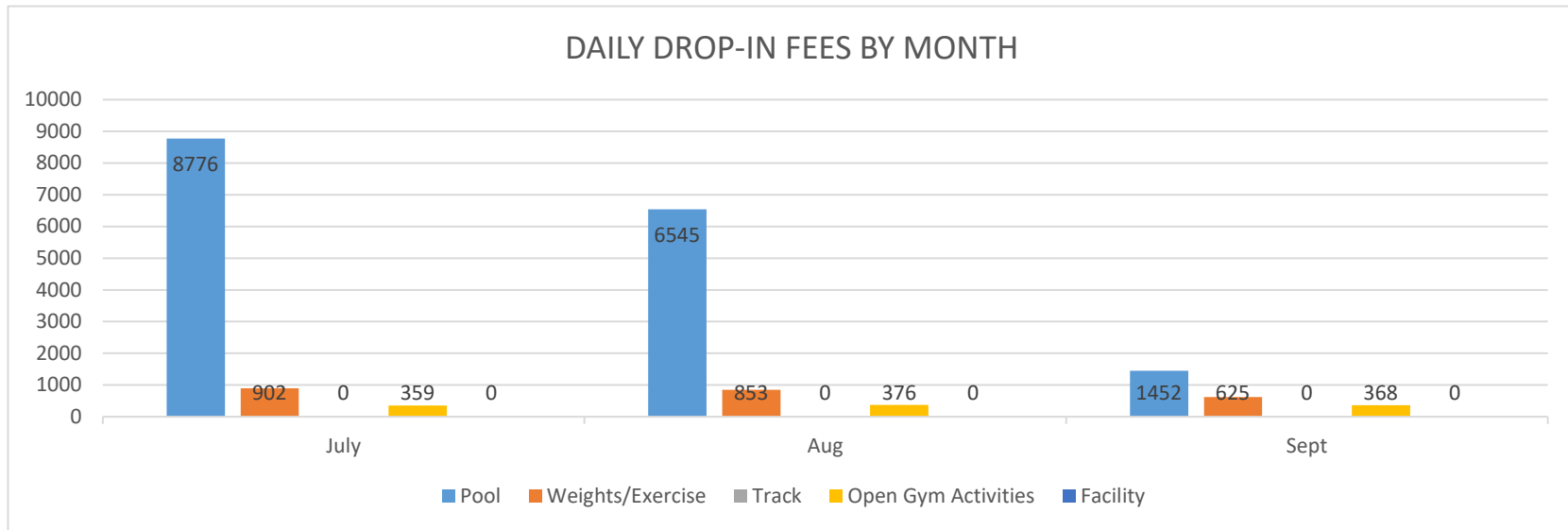
**Memberships by Package: Count Issued**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Black & Gold	43	49	27									
Gold	82	83	90									
Silver	126	45	50									
Track	72	63	127									
Basketball	4	4	2									
Pickleball	20	22	13									
Volleyball	0	0	0									
Summer	1	0	0									
Facility	0	0	0									
<b>Total</b>	<b>348</b>	<b>266</b>	<b>309</b>									



### Daily Drop-in Fees by Month

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Pool	8776	6545	1452									
Weights/Exercise	902	853	625									
Track	0	0	0									
Open Gym Activities	359	376	368									
Facility	0	0	0									
Total	10037	7774	2445									



**To: Mayor and City Council**

**From: Michael Pentecost, Street Superintendent**

**Re: September 2018 Monthly Report**

**October 1, 2018**

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

- Locating of City Utilities (279 job tickets) ongoing
  - a. This is a 3% decrease from September 2017
- Continued animal control services (13 responds to animal issues)
- Cemetery plot locates (1 in total)
  - a. Met with representative for cemetery board about plotting new section of cemetery
- Conducted monthly safety inspections for all street equipment and buildings
- Projects
  - a. Front St Reconstruction Project is 100% complete
  - b. Kansas Avenue RISE Project
    - i. Project is at 58% complete
  - c. Ranshaw Way Phase 3 Project
    - i. Project is at 80.5% complete
  - d. Coralville Coral Ridge Ave/Ranshaw Way Project
    - i. Progress and coordination during weekly progress meetings
    - ii. Most of the mainline paving is complete
  - e. Adaptive Traffic Control hardware install continues
  - f. Penn St / Front St Corridor Improvement Project
    - i. 3 houses at the intersection had the utilities disconnected and houses demo
  - g. Main St Project is at 50% design
- A large amount of time was spent working with contractors and property owners on project work again this month along with utility identification on the Main St and Penn/Front St projects scheduled for next year
- Mowing of city right-of-way and easement areas
- Stump grinding, clean up, dirt work, and seeding of area where trees were removed last month
- Street painting of lines, crosswalks, arrows, ONLY, stop bars, and railroad crossings completed
- Traffic control set up and removal for Special Event (Liberty Homecoming Parade)
- Damaged sidewalk removal and replacement created from city utility work
- Training
  - a. Aerial Lift (requirement for all operators)
  - b. Blood borne Pathogens and Violence in the Workplace (requirement for all employees)
  - c. Backflow Prevention (requirement to maintain testing license)
- Storm System repairs on Sugar Creek Ln, Alderwood Rd, Deerfield Dr and Ranshaw Way
- Sanitary sewer jetting and vac of system
- Preparations made for 2018 fall leaf collection that starts October 8th





**Demolition of 1 of the 3 houses at the Penn and Front St intersection**



**Stump grinding of City trees removed in the right of way**





**Installation of Adaptive Traffic hardware on I380 exit ramp**



**Preparing surface for detection hardware install for Adaptive system**

# **Communications Department Report**

Submitted to the North Liberty City Council

Sept. 28, 2018, for the month of September 2018

## **Beat the Bitter**

Meetings for planning, sponsorship and marketing continued this month, with the goal of unveiling plans in early November and opening registration the week of Thanksgiving. The committee is looking for ways to build affiliated programming for seniors and teens, in addition to family and adult offerings. Organizations and businesses interested in hosting affiliated events can find details at [beatthebitter.com/affiliated-events](http://beatthebitter.com/affiliated-events). The festival will run from Sunday, Jan. 27, 2019, through Saturday, Feb. 2.

## **Staffing**

Evan, our communications specialist, left the position in mid-September. We're in the process of interviewing and hiring a replacement. We hope to have the hire completed by mid-October.

## **3CMA Conference**

Jillian and Nick attended the annual City-County Communications and Marketing Association conference in Milwaukee in early September. The conference inspired staff to initiate a few projects, including using Nextdoor as a communications tool and exploring the building of better public input systems, as well as with ideas for future implementation

## **Public Input**

Staff began internal discussions of building a system for better, regular feedback from the community, exploring possible tools for doing so and how such a system might benefit decision making. We're looking at models from other cities, and we'll continue to discuss possibilities in the coming weeks.

## **Other items**

Staff represented the city at the Iowa City Area Chamber of Commerce's North Liberty roundtable and the United Way of Johnson & Washington Counties annual campaign kickoff.

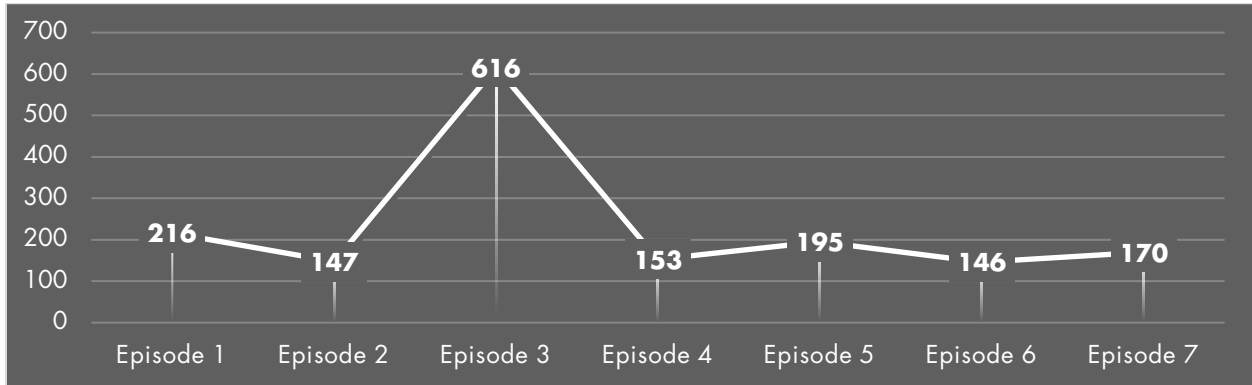
We had an update segment on KCJJ.

We submitted produced City Council meetings to the Iowa City government channel. We submitted the produced MPOJC Urbanized Area Policy Board meeting to the Iowa City and Coralville government channels.

We sent news releases about recreation rate changes, waste bags, some library programming, a good-neighbor meeting, coming projects and more.

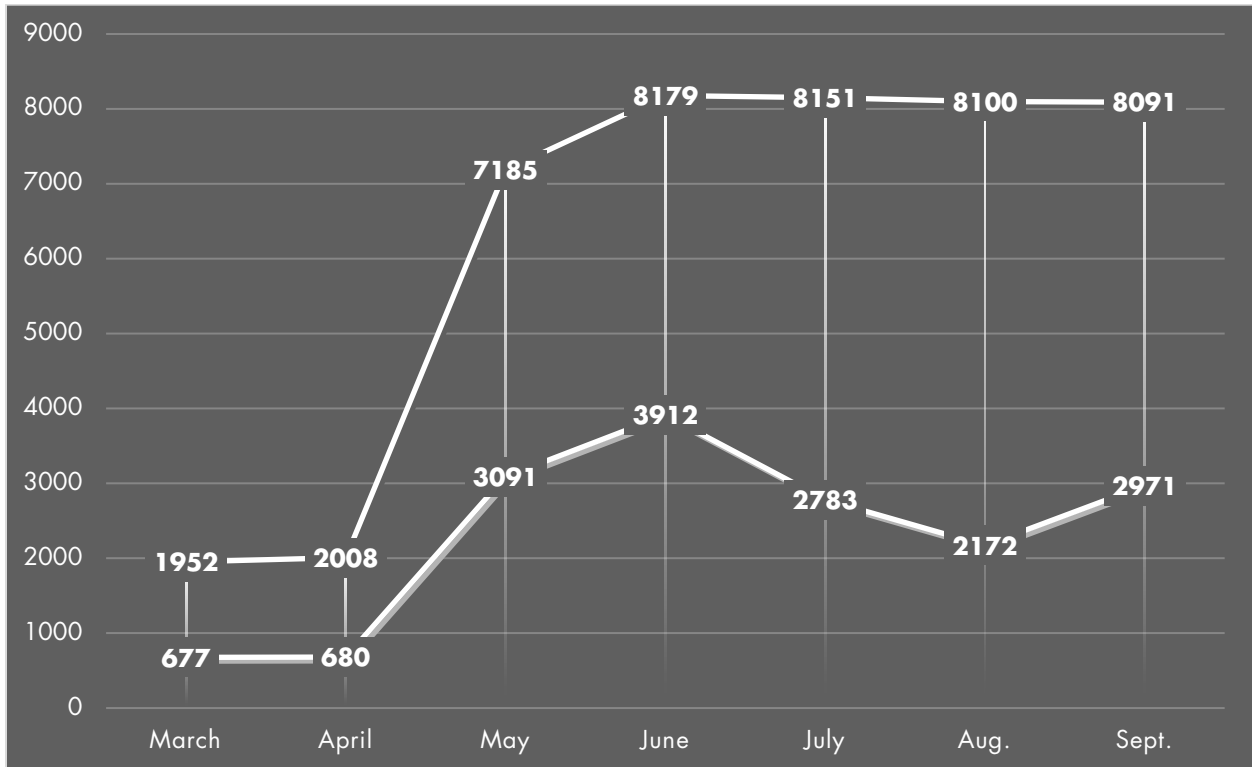


## 52317 Podcast



**Downloads** is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device. Numbers are as reported by service provider LibSyn.

## North Liberty Bulletin Email Newsletters



**Recipients** is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider MailChimp.

## Social Media

Month	Facebook new likes	Facebook reach (28 days)	Twitter new follows	Twitter impressions	Instagram new follows
September 2018	51	22,594	34	42,200	38 (1292)
August 2018	74	37,607	16	47,900	64 (1254)
July 2018	66	37,754	38	38,900	41 (1190)
June 2018	187	45,976	37	52,800	28 (1149)
May 2018	93	34,878	43	35,800	15 (1121)
April 2018	378	45,215	51	33,300	17 (1106)
March 2018	134	33,026	35	29,000	19 (1089)
February 2018	71	20,416	48	48,400	6 (1070)
January 2018	87	32,521	30	28,600	10 (1064)
December 2017	224	86,779	24	28,700	17 (1054)
November 2017	57	25,611	24	20,500	2 (1037)
October 2017	57	44,372	29	38,400	19 (1035)
September 2017	107	65,887	36	33,400	21 (1016)

**Facebook new likes** is the net number of new users liking the city's Facebook page; it does not include new *followers*. **Facebook reach** is the number of unique users who saw any of the city's Facebook content. **Twitter new follows** is the net number of new users following the city on Twitter. **Twitter impressions** is the total number of times a tweet from the city was shown. **Instagram new follows** is the net number of new users liking the city's Instagram account.

## Website Statistics (Current month and preceding 12)

Month	Sessions	Users	Pageviews	Pages/Session	Avg. Session
September 2018	18,665	12,756	40,576	2.17	1:24
August 2018	20,367	14,238	47,348	2.31	1:37
July 2018	25,344	17,206	57,350	2.26	1:33
June 2018	28,979	18,652	69,385	2.39	1:41
May 2018	27,326	18,336	53,837	1.97	1:30
April 2018	25,779	17,159	49,636	1.93	1:34
March 2018	13,074	8,620	37,250	2.03	1:34
February 2018	15,930	11,181	33,857	2.13	1:34
January 2018	21,025	15,098	42,369	2.02	1:19
December 2017	18,941	13,550	37,510	1.98	1:17
November 2017	16,921	11,883	33,819	2.00	1:26
October 2017	18,630	13,044	36,558	1.96	1:24
September 2017	14,559	10,929	29,604	2.03	1:24

**Sessions** is the number of time-bound user interactions with the website. **Users** is the number of unique devices loading the site in that month. **Pageviews** is the total number of pages loaded or reloaded. **Pages/Session** is the number of pages loaded per session. **Avg. Session** is the average length, in minutes and seconds, of user interactions. All stats are monthly.

## Completed Videos

<b>Title</b>	<b>Requested By</b>	<b>Date Completed</b>	<b>Duration</b>
<b>Back to School PSA</b>	Police	Sept. 4	0:01
<b>Eye on North Liberty: City Attorney</b>	Communication	Sept. 4	0:23
<b>Planning and Zoning Commission</b>	City Administration	Sept. 4	0:24
<b>Social: City Attorney Retirement</b>	Communication	Sept. 5	0:02
<b>Fall Construction Update</b>	Communications	Sept. 5	0:03
<b>Parks and Recreation</b>	City Administration	Sept. 6	0:40
<b>Social: DOT Kiosk</b>	Communications	Sept. 11	0:01
<b>City Council</b>	City Administration	Sept. 11	1:40
<b>Board of Adjustment</b>	City Administration	Sept. 12	0:10
<b>Social: Liberty Wins</b>	Communications	Sept. 17	0:01
<b>Library Board of Trustees</b>	City Administration	Sept. 17	1:01
<b>Social: Eastern Iowa Circus Collective</b>	Communications	Sept. 18	0:01
<b>MPOJC: Urbanized Area Policy Board</b>	City Administration	Sept. 19	0:53
<b>Social: Taste &amp; Tour</b>	Communications	Sept. 24	0:02
<b>Social: TAKO Moon Walk and Star Party</b>	Communications	Sept. 24	0:01
<b>Communications Advisory Commission</b>	City Administration	Sept. 24	0:55
<b>City Council</b>	City Administration	Sept. 25	1:45
<b>Transit Task Force</b>	City Administration	Sept. 27	1:10
<b>Total shoots: 18</b>	<b>Duration of new video: 9.2 hours</b>		



# Water Pollution Control Plant



**Iowa**

TO: City Council, Mayor and City Administrator

FROM: Drew Lammers

DATE: Oct. 1, 2018

SUBJECT: September 2018 Water Pollution Control Plant (WPCP) Report

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed very busy with numerous operational jobs throughout the month. Staff replaced a lift station variable frequency drive to a submersible pump over Labor Day weekend. I am grateful to have qualified operators to perform these tasks when needed. Although we are not electricians staff safely and confidently changed this equipment to keep the lift station 100 % operational.
2. This month's staff safety meeting was on storage room / warehouse safety. Employees completed the target solutions tasks as well as reviewed safety training topics and procedures as a group. Staff also reviewed the laboratory safety plan as well as ALICE training.
3. All WPCP staff worked together every day over the past 4 weeks to complete the membrane recovery cleans and inspections. 3 of the membrane trains are now 10 years old. They are showing some additional wear but overall they are still producing high quality effluent. Staff made several repairs to leaking membrane fibers and thoroughly cleaned all of the cassettes. Chemical recovery cleans are done every 6 months and the inspections and repairs are only done annually unless there is a concern.
4. Wastewater dept. is coordinating with the Telecommunications dept. to host an open house with tours of the wastewater facility on Oct. 18<sup>th</sup> from 4pm – 6pm so we hope to see you all here.

Drew Lammers  
WPCP Superintendent

City of North Liberty  
3 Quail Creek Circle  
PO Box 77  
North Liberty, IA 52317

Phone: 319-626-5738  
Fax: 319-626-5739  
northlibertyiowa.org

To: Mayor and City Council

From: Greg Metternich, Water Superintendent

Re: Monthly Report

October 3, 2018

We read 8,368 radio reads last month that's an increase of 19 accounts. We had to re-read approximately 28 accounts.

We had a very busy month with 174 finals, 55 water shut-offs, 69 re-connects for water service, delivered 178 notices, did 17 new meter set inspections, had 7-meter change outs, 6 MIU change outs, 1 customer complaints, and 30 calls for service, our monthly total service work averaged 19 calls per day.

In the month of September, we treated a total of 34,939,000 gallons of water, our average daily flow was 1,165,000 gallons, and our maximum daily flow was 1,694,000 gallons. The total for the month was 25.04% lower than last September.

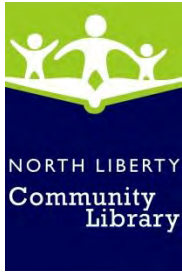
Last month we hosted a membrane conference for 57 people at the new water treatment plant. We had training in several different areas from raw water sources, different types of membranes, what to look for during each step in the process, how to recognize potential problems, chemical feed systems, and updates from the Iowa Department of Natural Resources. Over all it was very good training and we received very positive feedback from both speakers and attendees.

We removed the meter pit and plugged the old raw water line from well two. The well head still needs to be removed and some underground electrical. When that work is finished we'll do the grading and seeding.

Pinnacle Engineering has installed two CL17 chlorine monitors at the Cedar Springs Booster Station. This will give us continuous free and total chlorine levels in the distribution system, we're able to bring that information back to the treatment plant on our SCADA system and put parameters in place for alarms, we'll also be able to use that information for our monthly report to IDNR.

Water Superintendent,

Greg Metternich



TO: City Administrator and City Council  
 FROM: Jennie Garner, Library Director  
 DATE: Oct 1, 2018  
 SUBJECT: Library Monthly Report

**At a Glance**

Computer Usage 2456  
 Database Use 5698  
 Meeting Room Use 1300  
 Door Count 13301

Kiosk Transactions For September 2018				
Kiosk Location	Completed Transactions	Attempted but customer is not eligible*	Transaction cancelled by the customer	Kiosk Usage
1 - West Des Moines Library	316	371	120	807
10 - North Liberty Lib Kiosk 10	87	105	62	254
11 - Iowa City Lib Kiosk 11	124	134	70	328
12 - Waterloo Lib Kiosk 12	41	85	35	161
13 - Cedar Falls Lib Kiosk 13	146	119	57	322
14 - Burlington Lib Kiosk 14	12	47	26	85
15- Davenport DL Station Kiosk 15	150	260	114	524
16 - Ankeny MVD Kiosk 16	387	537	160	1084
17 - Bettendorf Lib Kiosk 17	73	151	52	276
19 - Evelyn K. Davis Center	30	49	32	111
23 - Sioux City Kumn'Go Kiosk 23	100	175	79	354
26 - Cedar Rapids DL - Kiosk 26	155	203	66	424
3 - Ames Lib Kiosk 3	106	112	25	243
4 - Des Moines DT Lib Kiosk 4	121	186	71	378
6 - Altoona Lib Kiosk 6	11	32	45	88
7 - Davenport Public Library Kiosk 7	2	84	26	112
8 - Marion Lib Kiosk 8	194	253	93	540

**Library News**

The DOT kiosk at the library continues to be very busy as you can see on the graph. We are really pleased to be able to have this partnership and offer this service at the library.



The Friends of the Library Annual Waffle Breakfast is on Saturday, October 13 from 8-11am in the rec center gym. We hope to see many of you there to support the Friends and enjoy all the waffles and sausage you can eat. Presale tickets are available in the library for \$6 each or a book of 11 for \$60. Tickets are \$8 at the door. Kids 5 and under eat free.

Our annual Trunk or Treat event is coming up on Friday, October 26, at 10:30am. It's truly a library staff favorite because it gets most of the city departments involved to team up to offer this fun, safe Halloween event. The staff will deck out their vehicles and pass out candy from their trunks alongside some of our local nonprofits. Turnout is usually around 400 people so it's a busy and fun morning.

United Action for Youth (UAY) staff came to offer in-service training to the library staff on September 21. The training is geared to help us build relationships with kids and be positive rather than punitive. While it was directed to how we work with kids, it's very applicable in working with all people of any age. The staff all agreed that it was some of the best training we've had and made just feel more confident in dealing with some of the issues we face sometimes with kids and adults. Other city staff were invited to attend and several took us up on that. There is potential for the library to expand the partnership with UAY to host them for some programming with kids and also more training for staff. We are thrilled at the prospect.

### **September Program Highlights**



**Our regular afterschool programming focuses on STEM activities – this week was a math activities.**

About 250 people joined us on the Community Center lawn for the Eastern Iowa Circus Cooperative for fire eating, a bearded lady (played by one of our own city staff, Angela McConville) and acrobat stunts. The interactive program also featured hula hoop and juggling workshops.





## **NORTH LIBERTY PLANNING COMMISSION**

Minutes

October 2, 2018

North Liberty City Council Chambers, 1 Quail Creek Circle

### **Roll Call**

Chair Ronda Detlefsen called the October 2, 2018 Planning Commission meeting to order at 6:28 p.m. Commission members present: Jennifer Bleil, Ronda Detlefsen, Adam Gebhart, Jason Heisler, Rebecca Keogh, and Patrick Staber; absent – Kylie Pentecost.

Others present: Dean Wheatley, Ryan Heiar, Tracey Mulcahey, Kevin Trom, Derek Blackman, Joanne Haack, Curt Logan, Carter Kurdre and other interested parties.

### **Agenda Approval**

Bleil moved, Staber seconded to approve the agenda. The vote was all ayes. Agenda approved. Pentecost arrived at 6:29 p.m.

### **DiVentures LLC Site Plan**

#### *Staff Presentation*

Wheatley Request of DiVentures LLC to approve a site plan for a new swimming and scuba diving education center at the southeast corner of West Penn Street and Penn Court. Staff recommends approval of the application with no conditions.

#### *Applicants Presentation*

Joanne Haack, Retail Program Director for DiVentures, was present on behalf of the applicant and offered information on the building. The civil engineer on the project, Curt Logan, offered additional information, as well.

#### *Public Comments*

No public comments were offered.

#### *Questions and Comments*

The Commission discussed the application including the look, contents and use of the building, complementary use with City Recreation center, size of pool, age for lessons, and the property line adjustment.

#### *Recommendation to the City Council*

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

### **North Main Street Vacation**

#### *Staff Presentation*



Wheatley presented the request of the City of North Liberty to vacate a portion of North Main Street adjacent to the new police station site to make the new building work better on the lot.

*Public Comments*

No public comments were offered.

*Questions and Comments*

The Commission had no questions or comments regarding the application.

*Recommendation to the City Council*

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

**Jersey Mike's Hanging Sign**

*Staff Presentation*

Wheatley presented the request of agent Shari King to approve a projecting sign for a new Jersey Mike's restaurant, located at the Family Video store building on Highway 965/Ranshaw Way. Staff recommends approval of the application.

*Applicants Presentation*

There was no applicant presentation.

*Public Comments*

No public comments were offered.

*Questions and Comments*

The Commission discussed the application including positive feedback on location and type of sign.

*Recommendation to the City Council*

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

**Planning Commission Rules**

*Staff Presentation*

Wheatley led the review and possible action on changes to the administrative rules for the Planning Commission as recommended by the City Attorney, based on current practice.

*Public Comments*

No public comments were offered.

*Questions and Comments*

The Commission discussed the revisions including the liaison position, rules of order, summary of items reviewed, the edits generally, and striking subcommittees.

*Action by the Commission*

The Commission

Bleil moved, Keogh seconded to approve the updated rules with recommended amendments. The vote was: ayes – Detlefsen, Keogh, Staber, Bleil, Gebhart, Heisler, Pentecost; nays – none. Rules approved.

**Approval of Previous Minutes**

Gebhart moved, Heisler seconded to approve the minutes of the September 4, 2018 Planning Commission minutes. The vote was all ayes. Minutes approved.

**Old Business**

Wheatley reported that two large buildings on Kansas recently approved by the Planning Commission are under construction. Earthwork for foundations is happening this fall.

**New Business**

Wheatley reported that a couple of cases were received for November.

**Adjournment**

Staber moved, Bleil seconded to adjourn at 6:51 p.m. All ayes. Meeting adjourned.