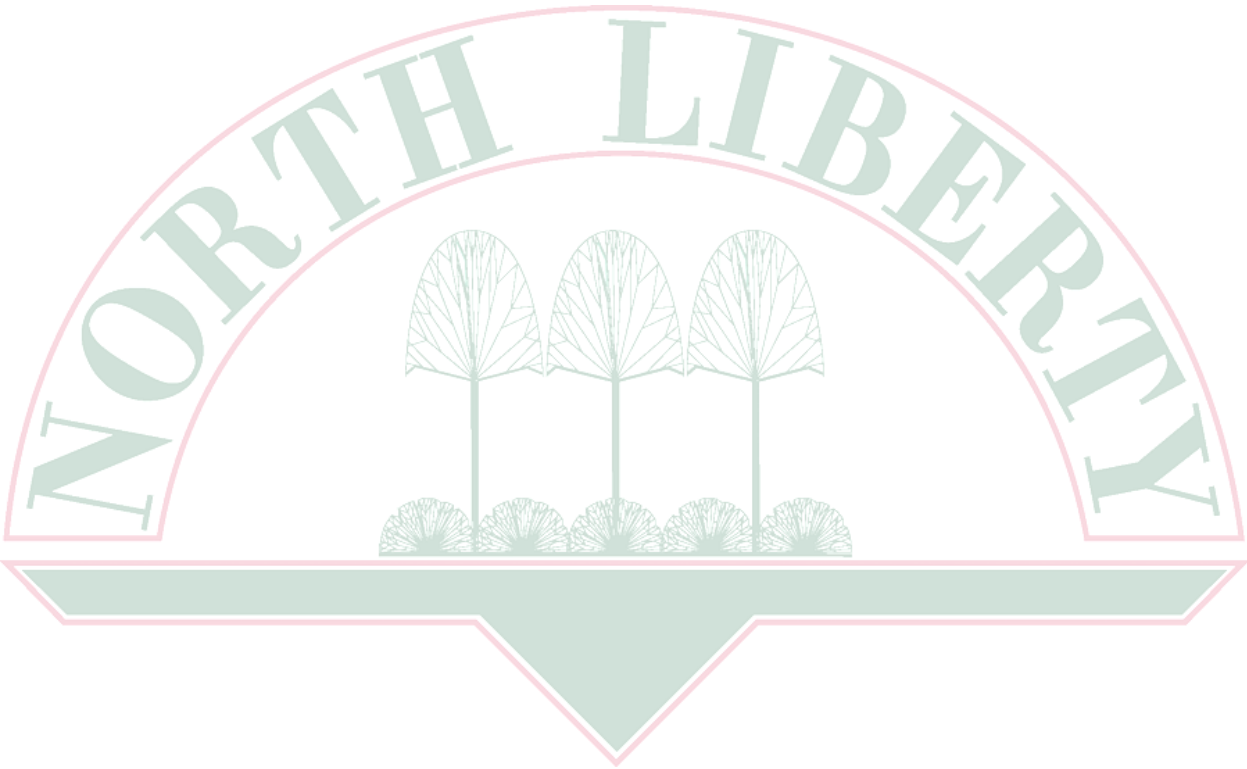




North Liberty City Council
Regular Session
January 8, 2019

City Administrator Memo





City Council Memo

for January 8, 2019

from the desk of Ryan C. Heiar

Meetings & Events

Tuesday, Jan 8 at 6:30p.m.
City Council

Monday, Jan 14 at 4:00p.m.
Joint Government Meeting

Monday, Jan 14 at 7:00p.m.
Library Board

Tuesday, Jan 15 at 5:30p.m.
City Council Budget Work
Session

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

Tuesday, Jan 29 at 6:30p.m.
City Council Budget Work
Session

Consent Agenda

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

- City Council Minutes (12/11/18)
- Claims
- November Revenues
- November Treasurer Report
- Liquor License Renewals
 - El Cactus Mexican Restaurant
 - Walgreen's
 - The Station
 - Beat the Bitter
- Change Order #9, Hwy 965, Phase 3 Project, Streb Construction Co., \$869.05
- Pay Application #9, Hwy 965, Phase 3 Project, Streb Construction Co., \$117,614.05
- Pay Application #26, Water Treatment Plant Project – Division 1: Water Plant, Portzen Construction, \$6,421.42
- Change Order #2, Water Treatment Plant Project – Division II: Water Mains, Ricklefs Excavating Ltd., (\$3,869.00)
- Pay Application #5, Water Treatment Plant Project – Division II: Water Mains, Ricklefs Excavating Ltd., \$74,034.45
- Pay Application #6, Water Treatment Plant Project – Division II: Water Mains, Ricklefs Excavating Ltd., \$53,917.79
- Substantial Completion, Water Treatment Plant Project – Division II: Water Mains, Ricklefs Excavating Ltd.
- Pay Application #9, Kansas Avenue RISE Project, Streb Construction Co., \$55,421.93

Police Station Project: Contract & Change Order

After weeks of discussions and evaluation, the design team is recommending awarding the police station project contract to Tricon Construction. The contract is in the amount of the original bid of \$5.567 million; however, the design team is also recommending approval of a deduct change order in the amount of (\$700,548). A detailed report of the proposed changes is included in the packet. After evaluating over 90 cost reduction options, the design team believes that these

Ryan C. Heiar, City Administrator

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

recommendations will not substantially impact the scope and integrity of the project, and when completed will still provide the police department with an efficient, safe and professional facility. A revised budget, including a \$75,000 contingency is outlined in the chart to the right.

Police Station Project - Revised Budget

Contract Amount	\$5,567,000.00
Project Reductions	(\$700,548.00)
Revised Contract Amount	\$4,866,452.00
Engineering	\$410,000.00
Furnishings	\$399,999.00
Contingency	\$75,000.00
Total	\$5,751,451.00
Current Bond Proceeds	\$5,000,000.00
Additional Funding Needed	\$751,451.00

Tuesday’s agenda includes a resolution approving the contract as well as a resolution approving the change order. At the time of publication the City’s attorney was in his final review of the documents. The contract and change order will be distributed as soon as they are in final form.

Chief Venenga and Architect James Estes will be at Tuesday’s City Council meeting.

FY 18 Audit

Included in the packet is the FY 18 audit. The City’s auditor, Steve Kuhl will not be at Tuesday’s meeting; however, he has previously met with staff and the Mayor for review of the annual report. There were no major deficiencies identified and the audit is demonstrative of the positive financial operations of the City. Staff recommends acceptance of the FY 18 audit.

City Attorney Employment Agreement

The City Attorney Hiring Committee is recommending the appointment of Colin Smith as the City’s new attorney. Mr. Smith has been practicing law in the Des Moines metro for the last seven years and is excited about the opportunity to relocate to the North Liberty area. Included in the packet is an employee agreement with Mr. Smith. Staff recommends approval of the agreement.

Mickelson Preliminary Plat

This request is to subdivide an existing 38.29 acre parcel into 47 single-family lots sized to meet requirements of the RS-6 zoning district, as well as one large and two small outlots intended to be part of future additions to the west and south. RS-6 lots are common to North Liberty neighborhoods and require 70,000 square feet.

A concept plan for the much larger area extending to the west of this plat has been developed by the applicant, showing in general the extension of streets in the Major Street network and how internal neighborhood streets might all connect in the future. The Good Neighbor meeting for this plat was held concurrently with the rezoning in April of 2018, and five resident households attended. Various concerns were expressed, including storm water management grading issues done with Part One currently under construction, sanitary sewer service along Jones Boulevard, and the extension of planned Noah Street south to Forevergreen Road.

Maddie Lane is shown as a collector street in the Major Street Plan, so it is an important corridor for extension farther west beyond this subdivision and ultimately to Kansas Avenue, and provisions for cost-sharing for that construction are included in the Preliminary Plat Agreement. City staff has also discussed the potential of partnering with this developer in establishing a neighborhood park, most likely at the southern end of Outlot C in conjunction with the storm water management pond. Staff and Commission recommend approval of the plat and related agreement.

Colony/Hardwick

This request is for a conditional use to establish storage for a lawn maintenance business for 2-5 years at 2780 South Front Street, generally located on the east side of Front Street between the Broadmoor and Windsor Farms subdivisions. The property is not within the North Liberty corporate limits but is within an area designated in the City-County Fringe Area Agreement for City growth, and for City comments to be provided to the County for intended development. The property is zoned A, Agricultural, in Johnson County, and "Landscaping Business" is a conditional use in that district.

This property is surrounded on three sides by North Liberty residential development, and the planned future use is residential development. All access to the site is from and through City streets. City sanitary sewer and water are immediately available but not connected. Staff recommended that the City recommend denial for the conditional use; however, the Planning Commission recommends approval with the following three conditions:

1. That the conditional use be granted for this applicant only, and not to run with the property;
2. That no retail sales are permitted; and
3. That the term of the conditional use is limited to 2 years.

The petitioner stated that there will be no signage at the site and agreed to the Commission's recommendations.

Longsterman

This request is to create a four lot subdivision on Scales Bend Road, in the county well beyond the corporate limits. The property is outside of the City's ability to provide near to long-term sanitary sewer services, and there are no plans for annexation. It was recommended by staff and the Commission that Council defer comments to the County.

Main Street Vacation

With the design of the police station and the Main Street improvements projects happening concurrently, staff and consultants determined that the right-of-way in front of the Police Station property could be reduced without any negative impacts to the roadway and to the benefit of the police station project. Staff recommends vacating 10 feet of the street right-of-way (going from 80 feet to 70) to the adjacent police station site. This agenda includes a resolution setting a public hearing for January 22. The January 22 meeting agenda will include the public hearing and a resolution vacating the street.

DERS 380 LLC, Moyna Rezoning, 3rd Reading

This request is to rezone property to permit a wide variety of commercial uses on property long-planned for commercial development. No site plan is prepared for this rezoning, and that is considered acceptable because the property is large, and the owner is attempting to market the site for multiple lots/businesses; and a formal site plan will be required prior to any development on the property. The property is shown as "Commercial" on the Land Use Plan, and so the request is consistent with that policy. Commission and staff recommend approval of the rezoning.

Penn and Front Street Corridor Improvements: Easements

The Penn and Front Street Corridor Improvements project includes the construction of two full-sized roundabouts (one at Penn and Front Streets and the other at Front Street and North Bend Drive) and various sight distance improvements on Penn Street, and requires a handful of easements and acquisitions. Below is a summary of the easements included on this agenda:

Property Owner	Property Address	Temporary Construction Easement	Permanent Easement
ICCSA	TBD	\$0.00	N/A
Moses, Jeff & Bonita	490 N. Stewart Street	\$0.00	N/A
Crawford, Daniel & Krista	205 W. Penn Street	\$0.00	N/A
Cameron, Eric	210 W. Penn Street	\$0.00	TBD

Main Street Project: Easements

The Main Street project includes the reconstruction of Main Street between Cherry and Dubuque Streets, including curb, gutter, sidewalks and various other water, sewer and storm water improvements. Below is a summary of the temporary construction easements included on this agenda:

Property Owner	Property Address	Temporary Construction Easement
Curry, Patricia	325 N. Front Street	\$0.00
Weber, Nelson & Beckman, Elizabeth	335 N. Main Street	\$0.00
Lepic & Lepic, LLC	305 N. Main Street	\$0.00

Staff is working to obtain the three remaining easements prior to the start of construction.

North Bend Drive Project

The 2018-2020 Council Goals includes the study and related improvements to the North Bend/Dubuque Street intersection. The MPO completed a study of the intersection earlier in 2018 and concluded that the current intersection will serve future traffic needs adequately through 2045 and capacity improvements are not needed.

After review of the initial study, staff asked the MPO to take another look at the intersection, this time taking into consideration the 2-3 month roundabout construction project that will detour traffic on to North Bend Drive. The updated study (included in the packet) identified significant delays at the North Bend/Dubuque Street intersection while construction is on-going. In short, the roundabout project will essentially relocate the existing traffic delays at Penn and Front to the North Bend and Dubuque Street intersection. The MPO has evaluated several options to lessen the construction detour impacts.

Staff is recommending implementing Scenario 1 as described in the included study, which is the addition of a North Bend Drive left turn lane on to Dubuque Street. This scenario is the most efficient in terms of cost and traffic flow and while signalization of the intersection would improve traffic movement a little more than just a turn lane, it's difficult to justify such a large expense for a 90-day project. And, once the project is complete the traffic signals will no longer be warranted.

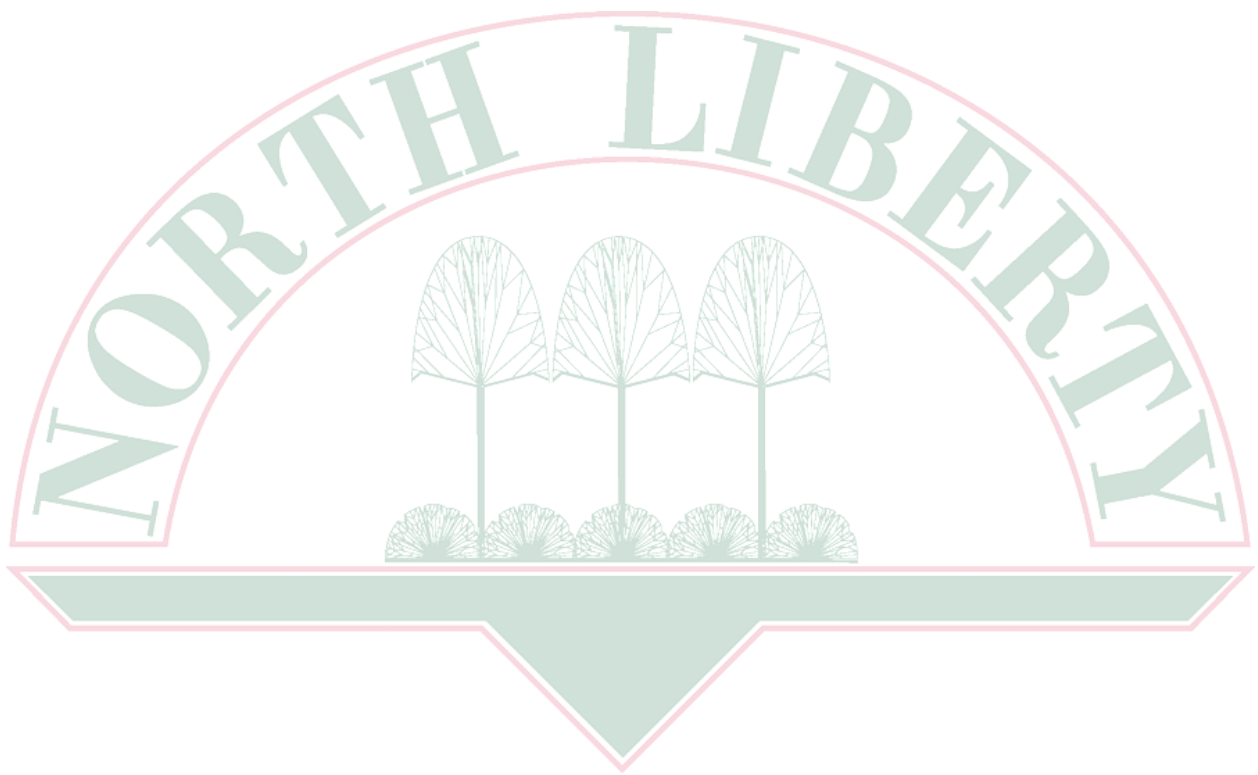
The addition of this turn lane will cost approximately \$150k and if design is completed soon it can be accomplished before the detour is needed. A design proposal from Shive Hattery is on the agenda and recommended for approval by staff.

It is also worth noting that this intersection is currently in need of repairs as the storm sewer structure beneath the road is failing causing the road to collapse. The necessary storm sewer and road repairs are estimated to cost \$60k, which is included in the \$150k turn lane estimate. In other words, the addition of the turn lane, not including the necessary repairs to the existing road, is a \$90k expense.

Sanitary Sewer Upgrades: Condemnation

As part of a comprehensive sanitary sewer study completed by Fox Engineering several years ago, a large sewer main along the Front and Cherry Street corridors was identified as needing capacity upgrades. Most of the upgrades have been completed with the exception of the pipe south of Cherry Street, between Ranshaw Way and the railroad tracks. To complete this project a temporary construction easement is needed with the property owner at 250 N Highway 965 (Ranshaw Way), Brad Houser. Staff has had conversations with Mr. Houser over the last 4+ years and continues to be in discussion with him about the needed easement. Time is now of the essence and staff is recommending moving forward with condemnation for this small temporary easement in order for the project to be completed in 2019. Staff will continue efforts to negotiate with the property owner as condemnation proceeds, but it is essential to have a contingency plan in place so the project can be completed prior to the occurrence of capacity problems such as backups. The resolution on the agenda begins the condemnation process and staff recommends approval.

Agenda





Agenda

North Liberty City Council
January 8, 2019
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, Work and Regular Session, December 11, 2018
 - B. Claims
 - C. November Revenues
 - D. November Treasurer Report
 - E. Liquor License Renewal for El Cactus Mexican Restaurant
 - F. Liquor License Renewal for Walgreen's
 - G. Liquor License Renewal for The Station II
 - H. Liquor License Application for Beat the Bitter, January 29, 2019 – February 2, 2019
 - I. Highway 965/Ranshaw Way Phase 3, Pay Application Number 9, Streb Construction, \$117,614.05
 - J. Highway 965/Ranshaw Way Phase 3, Change Order Number 9, Streb Construction, \$869.05
 - K. Phase I Water System Improvements Division I – Water Treatment Plant, Pay Application Number 26, Portzen Construction, Inc., \$6,421.42
 - L. Phase I Water System Improvements Division II – Water Mains, Change Order Number 2, Ricklefs Excavating, Ltd., (\$3,869.00)
 - M. Phase I Water System Improvements Division II – Water Mains, Pay Application Number 5, Ricklefs Excavating, Ltd., \$74,034.45
 - N. Phase I Water System Improvements Division II – Water Mains, Pay Application Number 6, Ricklefs Excavating, Ltd., \$53,917.79
 - O. Phase I Water System Improvements Division II – Water Mains, Substantial Completion, Ricklefs Excavating, Ltd.

- P. Kansas Avenue RISE Improvements, Pay Application Number 8, Streb Construction Co., Inc., \$55,421.93
- 5. Public Comment
- 6. City Planner Report
- 7. City Engineer Report
- 8. Assistant City Administrator Report
- 9. City Administrator Report
- 10. Mayor Report
- 11. Police Department Project
 - A. Resolution Number 2019-01, A Resolution accepting the bid and authorizing execution of the contract for the Police Department Project, North Liberty, Iowa
 - B. Resolution Number 2019-02, A Resolution authorizing execution of Change Order Number One for the Contract with Tricon General Construction for the Police Department Project, North Liberty, Iowa
- 12. FY 18 Audit
 - A. Resolution Number 2019-03, A Resolution accepting the Audit Report for Fiscal Year 2018 as completed by Winkel, Parker & Foster CPA, PC
- 13. City Attorney Contract
 - A. Resolution Number 2019-04, A Resolution approving the City Attorney Employment Agreement
- 14. Mickelson Preliminary Plat
 - A. Applicant Presentation
 - B. Staff and Planning Commission recommendation
 - C. Resolution Number 2019-05, A Resolution approving the Preliminary Plat Agreement between the City of North Liberty and MLDC, Inc. that establishes the terms and conditions under which a Preliminary Plat will be approved for Mickelson Second Addition in the City of North Liberty, Iowa
 - D. Resolution Number 2019-06, A Resolution approving the Preliminary Plat of Mickelson Second Addition, North Liberty, Iowa
- 15. Hardwick Conditional Use (County)
 - A. Applicant Presentation
 - B. Staff and Planning Commission recommendations
 - C. Resolution Number 2019-07, A Resolution regarding the review of the David Scott Hardwick Conditional Use Application, Johnson County, Iowa

16. Longsterman Holdings LLC Subdivision Plat (County)
 - A. Applicant Presentation
 - B. Staff and Planning Commission recommendations
 - C. Resolution Number 2019-08, A Resolution regarding the review of the Longsterman Subdivision Preliminary and Final Plat, Johnson County, Iowa

17. Main Street Right of Way Vacation
 - A. Resolution Number 2019-09, A Resolution setting the public hearing regarding the disposition of real estate owned by the City of North Liberty

18. DERS 380 LLC, Moyna North LLC Rezoning
 - A. Third consideration and adoption of Ordinance Number 2018-12, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by DES 380 LLC, Moyna North LLC to those set forth in the Municipal Code for the C-2-A Commercial District

19. Penn Street and Front Street Project
 - A. Resolution Number 2019-10, A Resolution approving the Temporary Construction Easement Agreement between Daniel L. Crawford and Krista M. Crawford and the City of North Liberty
 - B. Resolution Number 2019-11, A Resolution approving the Temporary Construction Easement Agreement between Iowa City Community School District and the City of North Liberty
 - C. Resolution Number 2019-12, A Resolution approving the Temporary Construction Easement Agreement between Jeff D. Moses and Bonita L. Moses and the City of North Liberty
 - D. Resolution Number 2019-13, A Resolution approving the Public Easement Agreement between Eric J. Cameron and the City of North Liberty

20. Main Street Project
 - A. Resolution Number 2019-14, A Resolution approving the Temporary Construction Easement Agreement between Patricia Curry and the City of North Liberty
 - B. Resolution Number 2019-15, A Resolution approving the Temporary Construction Easement Agreement between Lopic & Lopic, LLC and the City of North Liberty
 - C. Resolution Number 2019-16, A Resolution approving the Temporary Construction Easement Agreement between Nelson Weber and Elizabeth Beckman and the City of North Liberty

21. North Bend Drive
 - A. Resolution Number 2019-17, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the North Bend Drive Improvements Project

22. Sanitary Sewer Upgrades Project

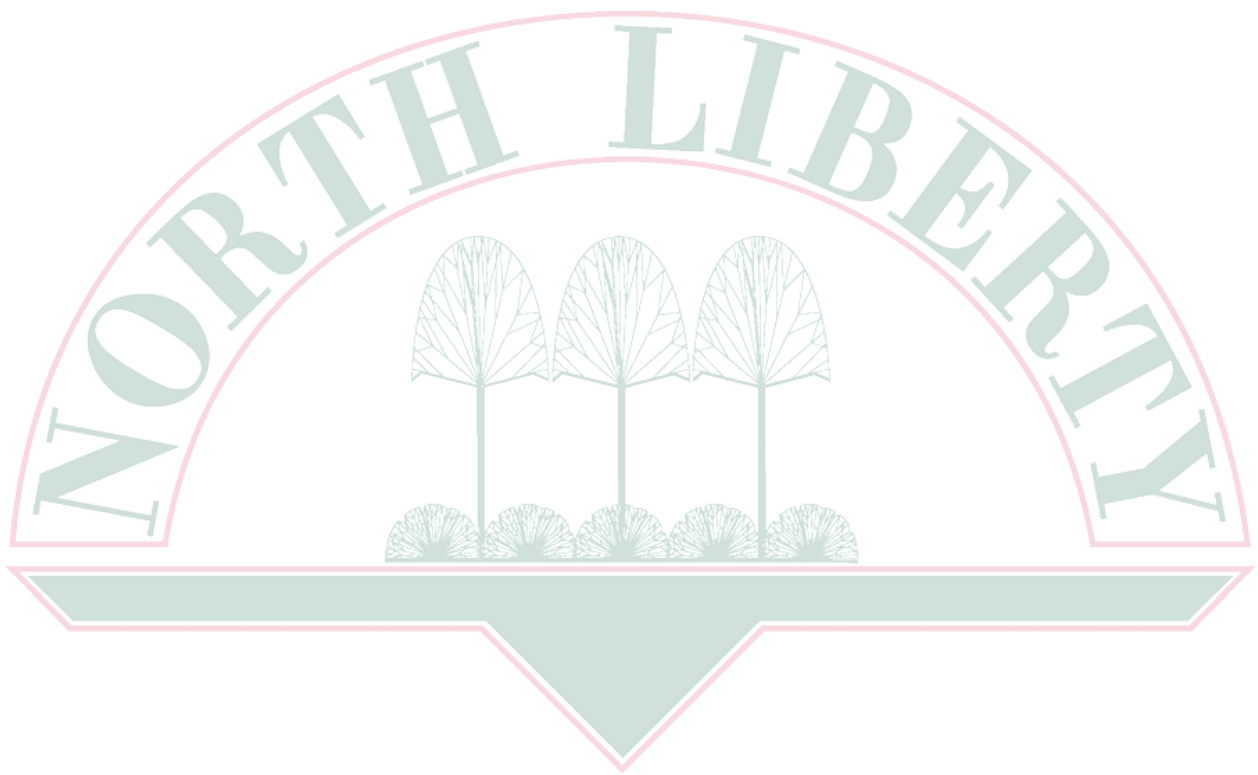
- A. Resolution Number 2019-18, A Resolution authorizing condemnation of certain real property

23. Old Business

24. New Business

25. Adjournment

Consent Agenda





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

North Liberty City Council
December 11, 2018
Joint Session – Johnson County Board of Supervisors
Regular Session
City Council Chambers
1 Quail Creek Circle

Call to order

Mayor Terry Donahue called the December 11, 2018 Regular and Joint Sessions of the North Liberty City Council to order at 6:02 p.m. Council members present: Jennifer Goings, Sarah Madsen, Annie Pollock, Jim Sayre; absent: Chris Hoffman.

Johnson County Board of Supervisors present: Janelle Rettig, Mike Carberry, Rod Sullivan and Lisa Green-Douglass.

Others present: Ryan Heiar, Tracey Mulcahey, Kevin Trom, Dean Wheatley, Joel Miller, Chief Diane Venenga, Chief Brian Platz, Mark Nolte and other interested parties.

Approval of the Agenda

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

Joint Session with the Johnson County Board of Supervisors

Update on Highway 965 construction, from North Liberty to the bridge over the Iowa River
Supervisor Carberry read an email on the work on Highway 965 North of North Liberty from Greg Parker, County Roads. The elected officials discussed the project.

Update from North Liberty

Ryan Heiar presented an update on City projects. The items were discussed between the elected. Supervisor Rettig reported that the call volume for ambulances is starting to spike. The County needs to have ambulance staged in North Liberty.

Update from Lynette Jacoby, Social Services Director

Lynette Jacoby provided an update on Social Services in Johnson County. Fifty-six residents in North Liberty received social services cash assistance from the County last year.

Councilor Hoffman arrived at 6:23 p.m.

Update on the Behavioral Health Urgent Care Center

Supervisor Lisa Green-Douglass provided the update on the Behavioral Health Urgent Care Center. The County has purchased a property on Southgate. Design will happen in the spring. Projected opening is September 2020.

At 6:32 p.m., the City Council moved into the Regular Session.

Consent Agenda

Sayre moved, Hoffman seconded to approve the Consent Agenda including City Council Minutes from the Work and Regular Sessions on November 20, 2018; the attached list of Claims; Kansas Avenue RISE Project, Change Order Number 4, Streb Construction Co., Inc., \$3,605.50; Kansas Avenue RISE Project, Pay Application Number 7, Streb Construction Co., Inc., \$279,967.48; Highway 965, Phase 3, Change Order Number 8, Streb Construction Co., Inc., \$ 845.35; Highway 965, Phase 3, Pay Application Number 8, Streb Construction Co., Inc., \$ 95,385.82; Water Treatment Plant Project, Pay Application Number 25, Portzen Construction, \$ 11,573.58; Liquor License Renewal, Red's Alehouse; Liquor License Renewal, SugaPeach; Liquor License Renewal, Johncy's; and the Liquor License Renewal, Café Muse. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Planner Report

City Planner Dean Wheatley reported that the latest report on Coralville fixed route and SEATS services transit was included in the packet.

City Engineer Report

City Engineer Kevin Trom had no report.

Assistant City Administrator Report

Assistant City Administrator Tracey Mulcahey reported on Toys for Tots.

City Administrator Report

City Administrator Ryan Heiar provided a City Attorney hiring update.

Mayor Report

Mayor Terry Donahue reported on BRAVO awards presented today. Three people from North Liberty were recognized: Tyson Landsgard, Dave Moore and Raquishia Harrington.

Police Department Project

Heiar and Chief Venenga presented an update on the project. Council discussed the amendments to the project proposal.

Economic Development Protocol

Heiar presented information relating to the proposed protocol. Mark Nolte presented additional information. Council discussed with Heiar and Nolte. Pollock moved, Goings seconded to approve Resolution Number 2018-151, A Resolution approving the Economic Development Communication Plan between the Iowa City Area Development Group and participating cities. The vote was: ayes – Madsen, Pollock, Hoffman, Goings; nays – Sayre. Motion carried.

Councilor Hoffman left the meeting at 7:11 p.m.

Fire Department Strategic Plan

Fire Department Strategic Plan presentation by Chief Platz.

Pollock moved, Madsen seconded to approve the Fire Department Strategic Plan. The vote was all ayes. Plan approved.

Main Street Right of Way Vacation

Goings moved, Madsen seconded to approve the third consideration and adoption of Ordinance Number 2018-11, An Ordinance vacating a portion of right-of-way in North Liberty, Iowa. The vote was: ayes - Goings, Pollock, Sayre, Madsen; nays – none. Motion carried.

Madsen moved, Goings seconded to approve Resolution Number 2018-152, A Resolution setting the Public Hearing on the disposition of real estate owned by the City of North Liberty. The vote was: ayes – Madsen, Sayre, Pollock, Goings; nays – none. Motion carried.

DEERS 380 LLC, Moyna North LLC Rezoning

Pollock moved, Sayre seconded to approve the second consideration of Ordinance Number 2018-12, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by DES 380 LLC, Moyna North LLC to those set forth in the Municipal Code for the C-2-A Commercial District. The vote was: ayes – Pollock, Madsen, Goings, Sayre; nays – none. Motion carried.

Project Funding

At 7:30 p.m., Mayor Donahue opened the public hearing on proposal to enter into an Essential Purpose Loan Agreement. No oral or written comments were received. The public hearing was closed.

At 7:30 p.m., Mayor Donahue opened the public hearing on proposal to enter into a Supplemental Urban Renewal Loan Agreement. No oral or written comments were received. The public hearing was closed.

Pollock moved, Madsen seconded to approve Resolution Number 2018-153, Resolution taking additional action on proposals to enter into General Obligation Loan Agreements and combining Loan Agreements. The vote was: ayes – Pollock, Goings, Sayre, Madsen; nays – none. Motion carried.

Penn Street and Front Street Project

Heiar presented information on the project and easements. Madsen moved, Goings seconded to approve Resolution Number 2018-154, A Resolution approving the Public Easement Agreement between Stone Ridge Investments LLLP and the City of North Liberty. The vote was: ayes – Madsen, Goings, Sayre, Pollock; nays – none. Motion carried.

Pollock moved, Sayre seconded to approve Resolution Number 2018-155, A Resolution approving the Warranty Deed from Stone Ridge Investments, LLLP to the City of North Liberty for the establishment of Right-of-Way. The vote was: ayes – Madsen, Sayre, Goings, Pollock; nays – none. Motion carried.

Sayre moved, Madsen seconded to approve Resolution Number 2018-156, A Resolution approving the Public Easement Agreement between B Square Properties, LLC and the City of North Liberty. The vote was: ayes – Madsen, Sayre, Goings, Pollock; nays – none. Motion carried.

Goings moved, Pollock seconded to approve Resolution Number 2018-157, A Resolution approving the Warranty Deed from B Square Properties, LLC to the City of North Liberty for the establishment of Right-of-Way. The vote was: ayes – Sayre, Madsen, Goings, Pollock; nays – none. Motion carried.

Madsen moved, Pollock seconded to approve Resolution Number 2018-158, A Resolution approving the Public Easement Agreement between South Slope Cooperative Telephone Company and the City of North Liberty. The vote was: ayes – Goings, Madsen, Sayre, Pollock; nays – none. Motion carried.

Madsen moved, Goings seconded to approve Resolution Number 2018-159, A Resolution approving the Warranty Deed from South Slope Cooperative Telephone Company to the City of North Liberty for the establishment of Right-of-Way. The vote was: ayes – Madsen, Pollock, Sayre, Goings; nays – none. Motion carried.

Sayre moved, Pollock seconded to approve Resolution Number 2018-160, A Resolution approving the Public Easement Agreement between Penn Meadows Condominiums and the City of North Liberty. The vote was: ayes – Pollock, Madsen, Goings, Sayre; nays – none. Motion carried.

Goings moved, Madsen seconded to approve Resolution Number 2018-161, A Resolution approving the Warranty Deed from Penn Meadows Condominiums to the City of North Liberty for the establishment of Right-of-Way. The vote was: ayes – Sayre, Pollock, Goings, Madsen; nays – none. Motion carried.

Policy regarding payables for Council meeting

Heiar presented information on the resolution. Pollock moved, Madsen seconded to approve Resolution Number 2018-162, A Resolution establishing the policy for the

payment of claims due to the cancellation of the second City Council meeting in December 2018. The vote was: ayes – Pollock, Goings, Madsen, Sayre; nays – none. Motion carried.

Delinquent accounts

Sayre moved, Goings seconded to approve Resolution Number 2018-163, A resolution assessing sidewalk repair fees owed to the City of North Liberty, Iowa to individual property taxes. After discussion, the vote was: ayes – Goings, Madsen, Sayre, Pollock; nays – none. Motion carried.

Streetlight Resolution

Heiar presented information on the resolution. Council discussed the resolution. Sayre moved, Madsen seconded to approve Resolution Number 2018-164, A Resolution approving the removal of street lights according to the terms set forth in the existing Street Light Contract. The vote was: ayes – Sayre, Pollock, Goings, Madsen; nays – none. Motion carried.

Old Business

Councilor Sayre provided an update on the proposed Veteran program. Councilor Pollock reported on the great turnout at events at the Rec Center and Library recently. Councilor Madsen asked for an update on school construction. Heiar will request an official update.

New Business

Councilor Goings reported that there is a special election next Tuesday.

Adjournment

At 7:44 p.m., Mayor Donahue adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest:

Tracey Mulcahey, City Clerk

NOVEMBER 30TH, 2018

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	797,100.51	5,592,559.73
011-FIRE EQUIPMENT CAPITA	1,033.82	12,815.35
012-LIBRARY CAPITAL FUND	0.00	758.41
013-RECREATION CAPITAL FU	0.00	455.99
014-POLICE CAPITAL FUND	1,080.00	9,278.42
015-TRANSPORTATION IMPACT	0.00	57,063.97
016-STORMWATER IMPACT FEE	0.00	36.25
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	0.00	1,005,250.00
019-YOUTH SPORTS SCHOLARS	1,131.16	4,905.40
020-EQUIPMENT REVOLVING	0.00	104.08
021-TELECOMMUNICATIONS EQ	0.00	16.53
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	25.93	474.27
025-POLICE SEIZED FUNDS	0.00	0.00
026-HOTEL/MOTEL TAX	22,772.76	43,773.53
060-ROAD USE TAX FUND	205,161.51	1,085,866.50
061-STREET CAPITAL PROJEC	0.00	2,162,333.96
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	575,068.47	2,177,425.24
110-DEBT SERVICE FUND	63,828.77	703,925.85
210-TRUST AND AGENCY	95,596.82	895,365.51
280-CUSTOMER DEPOSITS	8,130.00	85,160.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	303.13	950.29
314-ENTRYWAY DEVELOPMENT	0.00	40.83
315-HIGHWAY 965 IMPROVEME	1,849,741.20	1,849,741.20
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	0.00	88.79
319-PENN STREET IMPROVEME	0.00	1,075,000.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	0.00
322-LIBRARY BUILDING FUND	10.51	1,067.21
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	200,000.00
510-WATER FUND	335,126.46	1,726,619.08
511-WATER CAPITAL RESERVE	6,666.66	33,333.30
512-WATER SINKING FUND	113,348.75	566,743.75
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	1,466,234.00
520-SEWER FUND	400,279.49	2,014,986.04
521-SEWER CAPITAL RESERVE	40,416.67	212,259.35
522-SEWER SINKING FUND	192,099.08	960,495.40
523-WASTEWATER TREATMENT	0.00	360,021.10
524-SEWER TRUNK AND I&I	0.00	2,000.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	17,394.00	87,880.97
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	4,726,315.70	24,395,030.30

Applicant License Application (LC0041399)

Name of Applicant: <u>SAN JUAN INC</u>		
Name of Business (DBA): <u>El Cactus Authentic Mexican Cuisine</u>		
Address of Premises: <u>1295 Jordan Street Unit 8</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business	<u>(319) 665-2046</u>	
Mailing	<u>1295 Jordan st unit 8</u>	
City <u>North Liberty</u>	State <u>IA</u>	Zip: <u>52317</u>

Contact Person

Name Ivan Armendariz
Phone: (319) 499-8603 Email ivanarmendariz6012@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 01/20/2019

Expiration Date: 01/19/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

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

Ownership

Jose Miguel Huerta

First Name: Jose

Last Name: Miguel Huerta

City: Moline

State: Illinois

Zip: 61244

Position: President

% of Ownership: 100.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company: <u>Farm Bureau Financial Services</u>	
Policy Effective Date: <u>01/20/2019</u>	Policy Expiration <u>01/20/2020</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



North Liberty Police Department

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

November 18, 2018

Liquor License Check

Business: El Cactus
1295 Jordan Street
North Liberty, IA 52317

Owner: Jose Miguel Huerta (DOB: 1969)

North Liberty Police Department does not have any documented contacts with the owner or business related to their liquor license since their last renewal.

I recommend their license be approved.

Record check completed by Sergeant Chris Shine.



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

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

Legal Name of Applicant: El Cactus Mexican Cuisine

Name of Business (DBA): _____

Address of Business: 1295 Jordan Street #8 North Liberty IA

Business Phone & Email: ivanarmendariz6012@gmail.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: 2018.10.31 06:32:35 -0500

North Liberty Fire Department:

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

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official

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

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

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

Legal Name of Applicant: El Cactus Mexican Cuisine

Name of Business (DBA): _____

Address of Business: 1295 Jordan Street #8 North Liberty IA

Business Phone & Email: ivanarmendariz6012@gmail.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



11/1/18

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: El Cactus Mexican Cuisine
Name of Business (DBA): _____
Address of Business: 1295 Jordan Street #8 North Liberty IA
Business Phone & Email: ivanarmendariz6012@gmail.com

City of North Liberty:

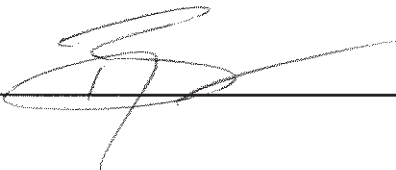
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

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

Fire Inspector



12/4/18

Johnson County Health Department:

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

Johnson County Public Health Official

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

North Liberty Fire Department



Form: General Fire
Inspection Checklist 1.3

Occupancy: **EI Cactus**
Occupancy ID: **EGGY01**
Address: **1295 Jordan ST Apt/Suite #8**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**
Inspection Date: **12/4/2018** By: **Hardin, Bryan E (01-1022)**
Time In: **10:46** Time Out: **11:48**
Authorized Date: **Not Author** By:

Next Inspection Date: **01/03/2019 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 monthly inspection.

Electrical Rooms / Electrical Wiring

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

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

Status: FAIL

Notes: 2nd floor Bar: missing outlet cover on wall.

2nd floor Bar; beer cooler cord is spliced with exposed connections. Replace with correct size cord with connection inside of cooler.

Kitchen back wall; replace missing cover for electrical box.

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: Kitchen; remove multi plug adapter on yellow cord outlet.

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: Behind bar, north wall: remove black extension cord. Replace with surge protector.

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: Front entrance: mount green surge protector on podium.
2nd Floor Office: surge protectors plugged into other surge protectors. Must be plugged directly into outlet.

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: Fire Department does not have a current hood cleaning inspection report on file. Complete in the month of December and have hood cleaning company submit the inspection and cleaning report to www.thecomplianceengine.com.

More frequent cleaning of hood and around hood by staff is needed. Grease laden residue is present.

Kitchen Hood All Grease Filters in Place

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

Status: FAIL

Notes: Gap in filter coverage is present. Ensure filters are in operational condition and no gaps in coverage is present. Was not completed from previous inspection.

Kitchen Hood Drip Tray in Place

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

Status: FAIL

Notes: Need to install grease drip trays for both kitchen hoods. Was not completed from previous inspection.

Kitchen Hood Exhaust Fan Has Hinges

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

Status: FAIL

Notes: Install grease containment box to east exhaust fan. Was not completed from previous inspection.

Means of Egress & Corridors

Means of Egress Unobstructed

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

Status: FAIL

Notes: 2nd floor stairwell; no storage is allowed.

Combustible, General & Outside Storage

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

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

Status: FAIL

Notes: 2nd floor mechanical room. Remove combustible storage.

Oily Rags Stored in Approved Containers

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

Status: FAIL

Notes: Ensure non combustibile rag disposal with lid is provided in kitchen for greasy rags. Was unable to locate.

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: Kitchen; will need mechanical contractor to verify operation and proper CFM of kitchen hood exhaust fan. Smoke haze from cooking operation is visible in the kitchen.

Additional Time Spent on Inspection:

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

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 62 minutes

Total Time: 62 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes: Issue with software. Was not able to attach photos to report. Will email photos of all violations.

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: 12/04/2018 11:50

Signature

Date

Representative Signature:

Signature of: Luis chagala on 12/04/2018 11:52



A handwritten signature in blue ink, appearing to read 'Luis Chagala', is written over a horizontal line.

Signature

Date

	A	B	C	D	E
1	CITY OF NORTH LIBERTY				
2	TREASURER'S REPORT				
3	November 30, 2018				
4	FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
5					
6		11/01/2018			11/30/2018
7					
8	GENERAL	9,097,806.44	820,213.41	1,343,652.68	8,574,367.17
9					
10	SPECIAL REVENUE	5,647,451.12	875,826.80	127,082.29	6,396,195.63
11					
12	DEBT SERVICE	887,744.87	63,828.77	34,000.00	917,573.64
13					
14	CAPITAL PROJECTS	-8,284,496.67	1,850,054.84	1,499,033.90	-7,933,475.73
15					
16	WATER ENTERPRISE	4,571,411.83	451,557.21	442,281.48	4,580,687.56
17					
18	WASTEWATER ENTERPRISE	6,480,277.58	621,623.30	389,879.74	6,712,021.14
19					
20	STORM WATER ENTERPRISE	227,969.21	17,030.15	16,377.87	228,621.49
21					
22	TOTAL	18,628,164.38	4,700,134.48	3,852,307.96	19,475,990.90

City: Chicago **State:** Illinois **Zip:** 60614
Position: Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes
Amelia Legutki
First Name: Amelia **Last Name:** Legutki
City: Libertyville **State:** Illinois **Zip:** 60048
Position: Assistant Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Safeco Insurance Co</u>	
Policy Effective Date: <u>01/23/2019</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



North Liberty Police Department

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

November 18, 2018

Liquor License Check

Business: Walgreen's
625 Pacha Parkway
North Liberty, IA 52317

Owners: Alexander Gourlay (DOB: 1959)
Alan Nielsen (DOB: 1965)
Collin Smyser (DOB: 1978)
Amelia Legutki (DOB: 1966)

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

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.



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

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

Legal Name of Applicant: Walgreen Store #11710

Name of Business (DBA): _____

Address of Business: 625 Pacha Parkway North Liberty IA

Business Phone & Email: 319-499-6006 mgr.11710@walgreens.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: 2018.10.31 06:33:43 -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: Walgreen Store #11710

Name of Business (DBA): _____

Address of Business: 625 Pacha Parkway North Liberty IA

Business Phone & Email: 319-499-6006 mgr.11710@walgreens.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:

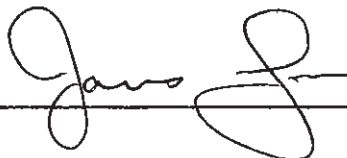
The above referenced property currently complies with International Fire Code.

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official



11/1/18

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: Walgreen Store #11710

Name of Business (DBA): _____

Address of Business: 625 Pacha Parkway North Liberty IA

Business Phone & Email: 319-499-6006 mgr.11710@walgreens.com

City of North Liberty:

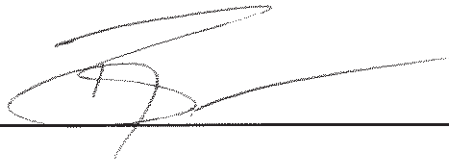
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

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

Fire Inspector



11/27/15

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: **Walgreens**
Occupancy ID: **WALG01**
Address: **625 Pacha PKY Building #612155005**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**
Inspection Date: **11/29/2018** By: **Hardin, Bryan E (01-1022)**
Time In: **11:30** Time Out: **11:46**
Authorized Date: **Not Author** By:

Form: General Fire
Inspection Checklist 1.3

Next Inspection Date: **12/29/2018 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 Alarm System

Fire Alarm System Annual Inspection - Current Inspection Tag

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

Status: **FAIL**

Notes: **Fire Department does not have a current annual fire alarm inspection report on file. Was due 10/10/18. If completed contact fire alarm company to submit the fire alarm inspection report to www.thecomplianceengine.com**

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: Have propane pickup used cylinder that is not in cage.



Propane Resale - No Propane Cylinders Into Building Signage

6109.15 LP-gas cylinder exchange for resale. A sign shall be posted on the entry door of the business operating the cylinder exchange stating "DO NOT BRING LP-GAS CYLINDERS INTO THE BUILDING" or similar approved wording.

Status: FAIL

Notes: Add to both front doors.

Additional Time Spent on Inspection:

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

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 16 minutes

Total Time: 16 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: 11/29/2018 11:47

Signature

Date

Representative Signature:

Signature of: Tina king on 11/29/2018 11:48



Signature

Date

Applicant License Application (LE0002690)

Name of Applicant:	<u>The Station LLC</u>		
Name of Business (DBA):	<u>The Station II</u>		
Address of Premises:	<u>620 Meade Dr</u>		
City	<u>North Liberty</u>	County:	<u>Johnson</u> Zip: <u>52317</u>
Business	<u>(319) 665-8516</u>		
Mailing	<u>PO Box 439</u>		
City	<u>Walford</u>	State	<u>IA</u> Zip: <u>52351</u>

Contact Person

Name	<u>Cassie Brown</u>		
Phone:	<u>(319) 375-5829</u>	Email	<u>cbrown@drivenmanagement.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 01/29/2019

Expiration Date: 01/28/2020

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Fills and Sells Growlers
- Sunday Sales

Status of Business

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

Ownership

Melissa Hodapp

First Name: Melissa **Last Name:** Hodapp
City: Iowa City **State:** Iowa **Zip:** 52240
Position: Owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Cory Hodapp

First Name: Cory **Last Name:** Hodapp
City: Iowa City **State:** Iowa **Zip:** 52240
Position: Owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: Western Surety Company

Policy Effective Date: 01/29/2019

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

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

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

Legal Name of Applicant: The Station II
Name of Business (DBA): The Station II
Address of Business: 620 Meade Drive North Liberty IA 52317
Business Phone & Email: Cassie Brown 319-375-5829 cbrown@drivenmanagement.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: 2018.12.05 08:44:10 -06'00'

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: The Station II
Name of Business (DBA): The Station II
Address of Business: 620 Meade Drive North Liberty IA 52317
Business Phone & Email: Cassie Brown 319-375-5829 cbrown@drivenmanagement.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:

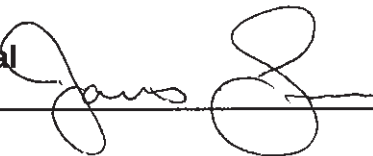
The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official



12/5/18

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

December 29, 2018

Liquor License Check

Business: The Station II
620 Meade Dr.
North Liberty, IA 52317

Owners: Cory J. Hodapp (DOB: 1977)
Melissa M. Hodapp (DOB: 1983)

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

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.



IOWA DEPARTMENT OF COMMERCE
ALCOHOLIC BEVERAGES DIVISION
1918 S.E. HULSIZER, ANKENY, IOWA 50021

BOND FOR RETAIL CLASS "E" LIQUOR LICENSE

Bond No. 62636474

KNOW ALL MEN BY THESE PRESENTS THAT The Station LLC DBA The Station II

of, North Liberty (City and/or County) Johnson County, State of Iowa, as Principal, and

WESTERN SURETY COMPANY of Sioux Falls, South Dakota
(Surety) (City and State)

as Surety, are held firmly bound unto the State of Iowa in the penal sum of \$ 5,000.00 lawful money of the United States, for the payment of which, in Des Moines, Polk County, Iowa we bind ourselves, our successors and our legal representatives jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal has made application for a class E liquor license to be issued by the Alcoholic Beverages Division.

NOW THEREFORE, if the said Principal shall pay the amount Principal owes the division for writing the division insufficient funds checks for alcoholic beverages as allowed by section 123.24 the Iowa Code, and shall faithfully observe and obey all the other provisions of Chapter 123 of the Code of Iowa, any amendments thereto, and the division's administrative rules, then this obligation to be void, otherwise to be and remain in full force and effect.

THIS BOND shall be effective on January 9th, 2016, and shall remain effective continuously without cumulative liability until cancelled. This bond may be cancelled by the principal or the surety by giving written notice to the other party and the Alcoholic Beverages Division at its office in Ankeny, Iowa stating the date of cancellation, which in no event shall be less than thirty days after actual receipt of said notice; however, no cancellation shall be effective as to forfeiture in the event proceedings for the revocation of the principal's liquor control license have been or are commenced prior to the effective date of such cancellation.

The Alcoholic Beverages Division by acceptance of this replacement bond give notice to the Surety canceling prior bond(s) No.(s) NA, such termination to be effective as of the time this bond becomes effective.

Signed this 12th day of January, 2016

The Station LLC DBA The Station II
(Principal)

(Principal)

WESTERN SURETY COMPANY
(Surety)

By: Paul T. Brufat
(Attorney-in-Fact) Paul T. Brufat,
Senior Vice President



North Liberty Fire Department

Occupancy: **The Station II Convenience Store**

Occupancy ID: **CORR01**

Address: **620 Meade DR Building #612280002
North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **1/2/2019**

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

Time In: **10:55**

Time Out: **11:46**

Authorized Date: **Not Author**

By:



Form: General Fire
Inspection Checklist 1.3

Next Inspection Date: **02/01/2019 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:

Site

Address Posted & Visible

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

Status: FAIL

Notes: Address posted are mounted on a dark gray background and do not contrast with the background. Mount contrasting address numbers accordance to this section on the Meade Drive side of the building.



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: Wine area; remove storage below electrical panel.



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

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

Status: FAIL

Notes: Cooler off of kitchen; replace missing electrical covers.



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: Fire Department does not have a current bi-annual inspection report for the kitchen hood suppression system on file. Last inspection on file was conducted on 03/01/2018. Contact Summit to have them submit the inspection report to www.thecomplianceengine.com for the inspection conducted in July.



Exit Access & Doors

Panic and Exit Hardware Operation

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

Status: FAIL

Notes: Kitchen; exit door is hard to open.

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: Back storage room; remove storage above coolers.



Compressed Gas Cylinders / LPG

Propane Resale - No Propane Cylinders Into Building Signage
6109.15 LP-gas cylinder exchange for resale. A sign shall be posted on the entry door of the business operating the cylinder exchange stating "DO NOT BRING LP-GAS CYLINDERS INTO THE BUILDING" or similar approved wording.
Status: FAIL
Notes: Post on front entrance doors so it's visible from the exterior.

Additional Time Spent on Inspection:

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

Notes: No Additional time recorded

Total Additional Time: 0 minutes
Inspection Time: 51 minutes
Total Time: 51 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: 01/02/2019 11:49

Signature Date

Representative Signature:

Signature of: Steve schmitt on 01/02/2019 11:49



Signature Date

Applicant License Application ()

Name of Applicant:	<u>North Liberty Community</u>				
Name of Business (DBA):	<u>Beat the Bitter Festival at South Slope Community</u>				
Address of Premises:	<u>980 N Front St</u>				
City	<u>North Liberty</u>	County:	<u>Iowa</u>	Zip:	<u>52317</u>
Business	<u>(319) 626-5726</u>				
Mailing	<u>PO Box 77</u>				
City	<u>North Liberty</u>	State	<u>IA</u>	Zip:	<u>52317</u>

Contact Person

Name	<u>Jillian Miller</u>				
Phone:	<u>(319) 626-5726</u>	Email	<u>jlmiller@northlibertyiowa.org</u>		

Classification Class B Beer (BB) (Includes Wine Coolers)

Term:5 days

Effective Date: 01/29/2019

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Status of Business

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

Ownership

Nick Bergus

First Name: Nick

Last Name: Bergus

City: Iowa City

State: Iowa

Zip: 52240

Position: Board Member

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>West Bend</u>				
Policy Effective Date:	<u>01/29/2019</u>	Policy Expiration	<u>02/03/2019</u>		
Bond Effective	Dram Cancel Date:				
Outdoor Service Effective	Outdoor Service Expiration				
Temp Transfer Effective	Temp Transfer Expiration Date:				

Applicant License Application ()

Name of Applicant:	<u>North Liberty Community</u>				
Name of Business (DBA):	<u>Beat the Bitter Festival</u>				
Address of Premises:	<u>170 N Dubuque St</u>				
City	<u>North Liberty</u>	County:	<u>Iowa</u>	Zip:	<u>52317</u>
Business	<u>(319) 626-5726</u>				
Mailing	<u>PO Box 77</u>				
City	<u>North Liberty</u>	State	<u>IA</u>	Zip:	<u>52317</u>

Contact Person

Name	<u>Jillian Miller</u>				
Phone:	<u>(319) 626-5726</u>	Email	<u>jlmiller@northlibertyiowa.org</u>		

Classification Class B Beer (BB) (Includes Wine Coolers)

Term:5 days

Effective Date: 01/29/2019

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

Status of Business

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

Ownership

Nick Bergus

First Name: Nick

Last Name: Bergus

City: Iowa City

State: Iowa

Zip: 52240

Position: Board Member

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>West Bend</u>				
Policy Effective Date:	<u>01/29/2019</u>	Policy Expiration	<u>02/03/2019</u>		
Bond Effective	Dram Cancel Date:				
Outdoor Service Effective	Outdoor Service Expiration				
Temp Transfer Effective	Temp Transfer Expiration Date:				

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous	Current			Completed		
						Quantity	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	-	\$ -	0.00%	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	-	\$ -	0.00%	208.800	\$ 6,264.00	77.33%
0040	D EMBANKMENT-IN-PLACE	7,837.000	CY	\$ 18.00	\$ 141,066.00	7,837.000	-	\$ -	0.00%	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	3,685.000	-	\$ -	0.00%	3,685.000	\$ 36,850.00	100.00%
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	-	\$ -	0.00%	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	PCC PAVEMENT, CLASS C3 DURABILITY, 8"	860.000	SY	\$ 57.00	\$ 49,020.00	949.800	-	\$ -	0.00%	949.800	\$ 54,138.60	110.44%
0140	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	PAYMENT ADJ PCC PAVEMENT THICKNESS	7,412.000	EA	\$ 1.00	\$ 7,412.00	14,879.210	-	\$ -	0.00%	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	D 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	O ORNAMENTAL METAL RAILING	638.000	LF	\$ 215.00	\$ 137,170.00	95.000	543.000	\$ 116,745.00	85.11%	638.000	\$ 137,170.00	100.00%
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	-	\$ -	0.00%	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	5.000	-	\$ -	0.00%	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	280.000	-	\$ -	0.00%	280.000	\$ 2,800.00	133.33%
0400	S SUBDRAIN RISER, 6", AS PER PLAN	7.000	EA	\$ 280.00	\$ 1,960.00	7.000	-	\$ -	0.00%	7.000	\$ 1,960.00	100.00%
0410	S SUBDRAIN OUTLET, DR-303	17.000	EA	\$ 339.00	\$ 5,763.00	15.000	-	\$ -	0.00%	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	-	\$ -	0.00%	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	839.000	-	\$ -	0.00%	839.000	\$ 18,038.50	100.48%
0500	S REMOVAL, CLASS E	225.000	TN	\$ 34.00	\$ 7,650.00	92.440	-	\$ -	0.00%	92.440	\$ 3,142.96	41.08%
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 ACCESSSES	4.000	EA	\$ 256.00	\$ 1,024.00	6.000	-	\$ -	0.00%	6.000	\$ 1,536.00	150.00%
0530	D RECREATIONAL TRAIL, PCC, 6"	2,252.000	SY	\$ 34.00	\$ 76,568.00	2,252.000	-	\$ -	0.00%	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	19.100	-	\$ -	0.00%	19.100	\$ 8,117.50	100.00%
0550	D REMOVAL OF SIDEWALK	1,130.000	SY	\$ 8.00	\$ 9,040.00	997.885	-	\$ -	0.00%	997.885	\$ 7,983.08	88.31%
0560	D SIDEWALK, PCC, 5"	853.000	SY	\$ 50.00	\$ 42,650.00	857.666	-	\$ -	0.00%	857.666	\$ 42,883.30	100.55%
0570	D DETECTABLE WARNINGS	362.000	SF	\$ 125.00	\$ 45,250.00	348.000	-	\$ -	0.00%	348.000	\$ 43,500.00	96.13%
0580	D 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%
0590	O PCC RETAINING WALL	28.000	CY	\$ 1,050.00	\$ 29,400.00	28.000	-	\$ -	0.00%	28.000	\$ 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	368.000	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	8,450.000	-	\$ -	0.00%	8,450.000	\$ 118,300.00	100.00%
0630	N H&HOLES & JUNCTION BOXES	25.000	EA	\$ 900.00	\$ 22,500.00	25.000	-	\$ -	0.00%	25.000	\$ 22,500.00	100.00%

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous Quantity	Quantity	Current Amount	%	Quantity	Completed Amount	%
0640	N CONTROL CABINET	1,000	EA	\$ 21,000.00	\$ 21,000.00	1,000	-	\$ -	0.00%	1,000	\$ 21,000.00	100.00%
0650	N REM & REIN LIGHT POLE & LUMINAIRE	8,000	EA	\$ 7,750.00	\$ 62,000.00	8,000	-	\$ -	0.00%	8,000	\$ 62,000.00	100.00%
0660	A REMOVAL OF TYPE A SIGN ASSEMBLY	26,000	EA	\$ 75.00	\$ 1,950.00	25,000	-	\$ -	0.00%	25,000	\$ 1,875.00	96.15%
0670	A PERFORATED SQUARE STEEL TUBE POSTS	200,000	LF	\$ 7.00	\$ 1,400.00	372,500	-	\$ -	0.00%	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	-	\$ -	0.00%	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	-	\$ -	0.00%	3,000	\$ 750.00	100.00%
0700	A TYPE A SIGNS, SHEET ALUMINUM	285,000	SF	\$ 16.00	\$ 4,240.00	222,900	-	\$ -	0.00%	222,900	\$ 3,566.40	84.11%
0710	N TRAFFIC SIGNALIZATION	1,000	LS	\$ 102,000.00	\$ 102,000.00	0.9742	-	\$ -	0.00%	0.974215686	\$ 99,370.00	97.42%
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	136,060	STA	\$ 50.00	\$ 6,803.00	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	0.950	-	\$ -	0.00%	0.950	\$ 14,250.00	95.00%
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	CDA	\$ 90.00	\$ 3,240.00	57,500	-	\$ -	0.00%	57,500	\$ 5,175.00	159.72%
0800	ACDLNOPS 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	1,035,300	-	\$ -	0.00%	1,035,300	\$ 72,471.00	99.93%
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	3,340	-	\$ -	0.00%	3,340	\$ 4,008.00	101.21%
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	12,000	-	\$ -	0.00%	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	20,000	-	\$ -	0.00%	20,000	\$ 104,000.00	100.00%
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	20,000	-	\$ -	0.00%	20,000	\$ 76,000.00	90.91%
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	375,000	-	\$ -	0.00%	375,000	\$ 4,875.00	97.91%
0910	JE* PCC SEATWALLS WITH TREATMENTS	19,000	EA	\$ 12,900.00	\$ 245,100.00	19,000	-	\$ -	0.00%	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	3,087,000	-	\$ -	0.00%	3,087,000	\$ 38,587.50	100.65%
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	60,000	-	\$ -	0.00%	60,000	\$ 2,100.00	100.00%
0950	C SHRUBS 5 GAL, FURN & INST (WARRANTY)	52,000	EA	\$ 46.75	\$ 2,431.00	56,000	-	\$ -	0.00%	56,000	\$ 2,618.00	107.69%
0960	C TREES 1.5" CAL, FURN & INST (WARRANTY)	30,000	EA	\$ 364.50	\$ 10,935.00	30,000	-	\$ -	0.00%	30,000	\$ 10,935.00	100.00%
0970	C TREES 2.0" CAL, FURN & INST (WARRANTY)	9,000	EA	\$ 500.00	\$ 4,500.00	9,000	-	\$ -	0.00%	9,000	\$ 4,500.00	100.00%
0980	C LIMESTONE EDGER 4" HEIGHT	1,869,000	LF	\$ 10.00	\$ 18,690.00	1,879,600	-	\$ -	0.00%	1,879,600	\$ 18,796.00	100.57%
0990	C REM & REINST LIMESTONE EDGER	97,000	LF	\$ 10.70	\$ 1,037.90	25,000	-	\$ -	0.00%	25,000	\$ 267.50	25.77%
1000	LN CHERRY ST LIGHTED BRIDGE PANELS	1,000	LS	\$ 75,300.00	\$ 75,300.00	1,000	-	\$ -	0.00%	1,000	\$ 75,300.00	100.00%
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	1,000	-	\$ -	0.00%	1,000	\$ 160,000.00	100.00%
1030	OJ** ELEVATED TRAIL	1,000	LS	\$ 244,000.00	\$ 244,000.00	1,000	-	\$ -	0.00%	1,000	\$ 244,000.00	100.00%
1040	C WATERING FOR PLANTS	70,000	MGAL	\$ 365.25	\$ 25,567.50	9,000	-	\$ -	0.00%	9,000	\$ 3,287.25	12.86%
1050	C* LIMESTONE OUTCROPPING	607,000	SF	\$ 70.00	\$ 42,490.00	560,750	-	\$ -	0.00%	560,750	\$ 39,252.50	92.38%
1060	V BIO EROSION CONTROL BLANKET	771,000	SQ	\$ 16.00	\$ 12,336.00	787,020	-	\$ -	0.00%	787,020	\$ 12,592.32	102.08%
1070	PCC BANDING 8" THICK	789,000	SY	\$ 75.00	\$ 59,175.00	789,000	-	\$ -	0.00%	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	672,926	-	\$ -	0.00%	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	122,480	-	\$ -	0.00%	122,480	\$ 36,744.00	85.06%
1120	V MULCHING, BONDED FIBER MATRIX	3,300	AC	\$ 2,500.00	\$ 8,250.00	3,340	-	\$ -	0.00%	3,340	\$ 8,350.00	101.21%
1130	V SODDING	66,000	SQ	\$ 60.00	\$ 3,960.00	66,000	-	\$ -	0.00%	66,000	\$ 3,960.00	100.00%
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	178,000	-	\$ -	0.00%	178,000	\$ 17.80	7.46%
1170	V MAINT OF SILT FENCE & FOR DITCH CHECK	800,000	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	8,267,000	-	\$ -	0.00%	8,267,000	\$ 14,053.90	106.53%
1190	V REM OF PERIM & SLOPE SED CONTROL DEVICE	7,760,000	LF	\$ 0.50	\$ 3,880.00	4,685,000	-	\$ -	0.00%	4,685,000	\$ 2,342.50	60.37%
1200	V MOBILIZATIONS, EROSION CONTROL	12,000	EA	\$ 500.00	\$ 6,000.00	11,000	-	\$ -	0.00%	11,000	\$ 5,500.00	91.67%
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	CDA	\$ 3,000.00	\$ 3,000.00	2,000	-	\$ -	0.00%	2,000	\$ 6,000.00	200.00%
Original Contract Cost					\$ 4,520,000.00							

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# 9
DATE 12/30/2018
PAGE 3 OF 3

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous Quantity	Current Quantity	Current Amount	%	Completed Quantity	Completed Amount	%
CO 6	Value of Work Completed					\$ 4,174,172.11		\$ 116,745.00	2.58%	\$ 4,290,917.11	94.93%	
	Materials Stored on Site - Neumiller		\$	1.00	\$ 83,411.26	\$ -	-	\$ -	0.00%	\$ -	\$ -	0.00%
	Value of Work Completed and Materials Stored					\$ 4,174,172.11		\$ 116,745.00		\$ 4,290,917.11		
	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	755.04	-	\$ -	0.00%	755.039	\$ 63,800.80	103.71%
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	18.00	-	\$ -	0.00%	18.000	\$ 81,630.00	94.74%
CO 5	PRECAST TRAIL SLAB	4,218.500	LS	\$ 1.00	\$ 4,218.50	4,218.50	-	\$ -	0.00%	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%
CO 7 ST CO 9	PARTIAL DEPTH PATCHES	229.000	SF	\$ 134.02	\$ 30,690.58	229.00	-	\$ -	0.00%	229.000	\$ 30,690.58	100.00%
CO 7 ST CO 10	ITC 19 - AMENDED SOIL	1.000	LS	\$ 5,170.00	\$ 5,170.00	1.00	-	\$ -	0.00%	1.000	\$ 5,170.00	100.00%
CO 7 ST CO 11	INSTALLATION OF DRAIN TILE	1.000	LS	\$ 1,486.93	\$ 1,486.93	1.00	-	\$ -	0.00%	1.000	\$ 1,486.93	100.00%
CO 7 ST CO 10	TRAIL DRAIN TILE	1.000	LS	\$ 1,100.00	\$ 1,100.00	1.00	-	\$ -	0.00%	1.000	\$ 1,100.00	100.00%
CO 8 N	ELECTRICAL EQUIPMENT PURCHASE	13,015.000	LS	\$ 1.00	\$ 13,015.00	13,015.00	-	\$ -	0.00%	13,015.000	\$ 13,015.00	100.00%
CO 8 S	NONCOMPLIANCE PENALTY	(1,603.460)	LS	\$ 1.00	\$ (1,603.46)	(1,603.46)	-	\$ -	0.00%	(1,603.460)	\$ (1,603.46)	100.00%
CO 8 Ca	(PRICE ADJ) SLUMP TEST DEVIATION	1.000	LS	\$ (2,100.00)	\$ (2,100.00)	1.00	-	\$ -	0.00%	1.000	\$ (2,100.00)	100.00%
CO 8 S*	(PRICE ADJ) AIR TEST DEVIATION	1.000	LS	\$ (211.92)	\$ (211.92)	1.00	-	\$ -	0.00%	1.000	\$ (211.92)	100.00%
CO 8 Cu	RETAINING WALL OVER EXCAVATION & BACKFILL	5,335.730	LS	\$ 1.00	\$ 5,335.73	5,335.73	-	\$ -	0.00%	5,335.730	\$ 5,335.73	100.00%
CO 8 CF	PATCHES, PARTIAL DEPTH PCC FINISH	11.750	SY	\$ 100.00	\$ 1,175.00	11.75	-	\$ -	0.00%	11.750	\$ 1,175.00	100.00%
CO 9 c	BIOCELL EROSION REPAIRS	1.000	LS	\$ 869.05	\$ 869.05	-	1.000	\$ 869.05	100.00%	1.000	\$ 869.05	100.00%
	Total Change Orders				\$ 318,953.39	\$ 213,519.14		\$ 869.05	0.27%	\$ 214,388.19	67.22%	
	Original Contract Cost & Change Orders				\$ 4,838,953.39							
	Value of Work Completed, Materials Stored & Change Orders					\$ 4,387,691.25		\$ 117,614.05	2.43%	\$ 4,505,305.30	93.10%	
	Less Retainage	3.00%				\$ 30,000.00		\$ -		\$ 30,000.00	capped	
	Net Amount Due Including This Statement					\$ 4,357,691.25		\$ 117,614.05		\$ 4,475,305.30		
	Less Previous Payments					\$ 4,357,691.25		\$ -		\$ 4,357,691.25		
	Balance Due This Request					\$ -		\$ -		\$ 117,614.05		

CONTRACTOR:

STREB CONSTRUCTION CO., INC.

Steven M. Streb

Title: Vice President

12/18/2018

ENGINEER:

SHIVE-HATTERY, INC.

Josiah Bilskemper

Title: Project Engineer

Date:

1/2/19

OWNER:

CITY OF NORTH LIBERTY

Ryan Heiar

Title: City Administrator

Date:

CHANGE ORDER
For Local Public Agency Projects

No.: 9

Non-Substantial:

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 34983

Project Number: STP-U-5557(618)--70-52

Kind of Work: PCC Pavement- Grade/Repair

Local Public Agency: North Liberty

Contractor: Streb Construction Co., Inc.

Date Prepared: December 20, 2018

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

A - Description of change to be made:

8019 - Add item for "Biocell Erosion Repairs". Work consisted of hand labor to restore and establish side slopes and displaced plant material due to erosion within the biocells as a result of heavy rains before lava rock mulch was installed. Method of Measurement: Item will not be measured separately for payment. Basis of Payment: Lump sum. This payment is full compensation for the labor, equipment and materials associated with this work.

B - Reason for change:

8019 - Biocells were impacted by heavy rain during construction, creating erosion on the sides of the biocells and displacing installed plant material. Repair of the erosion was recommended to allow completion of planting and mulch work.

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

8019 - Agreed Lump Sum Price.

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

8019 - An agreed upon lump sum price for the work was established. Cost considered reasonable based on labor and effort required for hand labor of erosion repairs. The cost includes 10% Prime Contractor markup per Standard Specification 1109.03,B,3.

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

Justification for selection:

Working days were not charged during extra work.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
Add Row				Delete Row		TOTAL

G - Items not included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		8019	2599-9999010: Biocell Erosion Repairs	\$1.00	869.050	\$869.05
Add Row				Delete Row		TOTAL
						\$869.05

H. Signatures

Agreed: _____ Date _____
 Contractor

Recommended: _____ Date _____
 Project Engineer

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

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

 _____ Date _____
 Iowa DOT Administering Office

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

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

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

Date distributed: _____ Initials: _____

Contractor's Application for Payment No. 26

Application Period: 12/31/2018		Application Date: 12/28/2018	
To: City of North Liberty Quail Creek Circle (Owner): Liberty, Iowa 52317	3 North	From: Portzen Construction, Inc. Stone Valley Drive (Contractor): Iowa 52005	205 Dubuque,
Project: Phase 1 Water System Improvements Division 1 - Water Treatment Plant		Contract:	
Owner's Contract No.: None	Contractor's Project No.: #16-29	Via (Engineer): FOX Engineering 414 South 17th Street, Suite 107 Ames, Iowa 50010	
		Engineer's Project No.: 3373-15A	

**Application For Payment
Change Order Summary**

Number	Additions	Deductions
COR 1	\$26,585.00	\$1,805.00
COR 2	\$24,352.00	
COR 3		\$41,737.00
COR 4		\$61,625.00
COR 5	\$20,635.00	
COR 6	\$40,414.00	\$20,384.00
COR 7	\$8,895.00	
COR 8	\$4,026.00	
COR 9	\$5,385.00	
COR 10	\$38,108.00	
COR 11	\$48,385.00	
COR 12	\$37,759.00	
COR 13	\$9,931.00	\$3,459.00
COR 14	\$17,495.00	
TOTALS	\$281,970.00	\$129,010.00
NET CHANGE BY CHANGE ORDERS	\$152,960.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 13,449,000.00
2. Net change by Change Orders.....	\$ 152,960.00
3. Current Contract Price (Line 1 ± 2).....	\$ 13,601,960.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 13,601,960.00
5. RETAINAGE:	
a. 5% X _____ Work Completed.....	\$ 14,248.00
b. 5% X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 14,248.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 13,587,712.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 13,581,290.58
8. AMOUNT DUE THIS APPLICATION.....	\$ 6,421.42
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 14,248.00

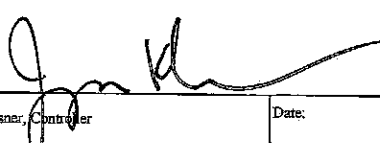
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature 

By: Jayme Klusner, Contractor Date: 12/28/2018

Payment of: \$ 6,421.42
(Line 8 or other - attach explanation of the other amount)

is recommended by: Steven J. Hozer 1-2-19
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

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

Date of Issuance: November 15, 2018	Effective Date: November 27, 2018
Owner: City of North Liberty	Owner's Contract No.:
Contractor: Ricklefs Excavating, Ltd.	Contractor's Project No.:
Engineer: FOX Engineering	Engineer's Project No.: 3373-15A
Project: Phase I Water System Improvements Div. II – Water Mains	Contract Name:

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

Description:

Item 1 Install 24" hydrant extension on Well 8 raw water hydrant. **Add \$1,099.00 for this change.**

Item 2 Remove and replace pavement which was in poor condition prior to the project as listed in Work Change Directive 001 and indicated in the field. All areas shall be restored as required by the contract documents. Total quantities of 102 square feet (SF) of 4" PCC and 276 SF of 6" PCC. **Add \$5,032.00 for these changes.**

Item 3 The City and the Contractor have agreed to liquidated damages of \$20,000. **Deduct \$20,000 for this change.**

Item 4 The Contractor has submitted \$10,000 in additional expenses. As part of the negotiation of liquidated damages, the City has agreed to pay these costs. **Add \$10,000 for this change.**

Attachments: Item 1 Change Proposal Request (CPR) 004 (1 page, dated March 12, 2018)
Request for Change (RFC) 4 (1 page, dated March 12, 2018)
Item 2 Work Change Directive (WCD) 001 (1 page, dated April 25, 2018)
Item 4 RFC 8 (1 page, dated October 26, 2018)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 1,089,000.00</u>	Original Contract Times: Substantial Completion: <u>March 30, 2018</u> Ready for Final Payment: <u>May 31, 2018</u>
Decrease from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : <u>\$ 6,775.12</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: <u>\$ 1,082,224.88</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 30, 2018</u> Ready for Final Payment: <u>May 31, 2018</u>
Decrease of this Change Order: <u>\$3,869.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: <u>\$ 1,078,355.88</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>March 30, 2018</u> Ready for Final Payment: <u>May 31, 2018</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	<u>Taylor Stopper</u>	By:	<u>[Signature]</u>	By:	<u>[Signature]</u>
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Project Engineer	Title:		Title:	Project Manager
Date:	November 15, 2018	Date:		Date:	11/19/18



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 5

Table with contract details: Application Period (Dec-18), Application Date (12/12/2018), To (City of North Liberty), From (Boomerang Corp.), Via (Fox Engineering, Inc.), Project (Phase I Water System Improvements II Water Mains), Owner's Contract No., Contractor's Project No. (17007), Engineer's Project No. (3373-15A)

Application For Payment Change Order Summary

Table with 3 columns: Number, Additions, Deductions. Includes totals and net change by change orders (-\$10,644.12)

Summary table with 2 columns: Description, Amount. Includes items like ORIGINAL CONTRACT PRICE, Net change by Change Orders, TOTAL COMPLETED AND STORED TO DATE, RETAINAGE, AMOUNT ELIGIBLE TO DATE, LESS PREVIOUS PAYMENTS, AMOUNT DUE THIS APPLICATION, BALANCE TO FINISH, PLUS RETAINAGE.

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: [Signature] Date: 12/12/2018

Payment of: \$ 74,034.45 (Line 8 or other - attach explanation of the other amount)

is recommended by: Taylor Stopper (Engineer) 12/27/2018 (Date)

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

is approved by: (Owner) (Date)

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



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 6

Table with contract details: Application Period (Dec-18), Application Date (12/12/2018), To (City of North Liberty), From (Boomerang Corp.), Via (Fox Engineering, Inc.), Project (Phase I Water System Improvements II Water Mains), Owner's Contract No., Contractor's Project No. (17007), Engineer's Project No. (3373-15A)

Application For Payment Change Order Summary

Table with 3 columns: Number, Additions, Deductions. Includes rows for change orders 1 and 2, and a TOTALS row showing a net change by change orders of -\$10,644.12.

Summary table with 2 columns: Description, Amount. Includes items like ORIGINAL CONTRACT PRICE (\$1,089,000.00), Net change by Change Orders (-\$10,644.12), Current Contract Price (\$1,078,355.88), TOTAL COMPLETED AND STORED TO DATE (\$1,078,355.88), RETAINAGE, AMOUNT ELIGIBLE TO DATE (\$1,078,355.88), LESS PREVIOUS PAYMENTS (\$1,024,438.09), AMOUNT DUE THIS APPLICATION (\$53,917.79), and BALANCE TO FINISH, PLUS RETAINAGE.

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: [Signature] Date: 12/12/2018

Payment of: \$ 53,917.79 (Line 8 or other - attach explanation of the other amount)

is recommended by: Taylor Stopper (Engineer) 12/27/2018 (Date)

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

is approved by: (Owner) (Date)

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

Engineer's Statement of Completion

Project: Phase I Water System Improvements Div. II – Water Mains	Date of Contract: March 21, 2017
Owner: City of North Liberty, Iowa	Owner's Contract No.:
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 3373-15A
Contractor: Ricklefs Excavating, Ltd.	

I hereby state that the construction of **Phase I Water System Improvements, Division II – Water Mains** project by a Contract dated **March 21, 2017** has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on **August 27, 2018**. The Contract completion date was **May 31, 2018**.

I further state that the final contract amount due to the Contractor for the fulfillment of said Contract is **\$1,078,355.88**. The derivation of this total amount is tabulated on the attached sheet.

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council with Pay Application No. 5 for **\$74,034.45**. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract with Pay Application No. 6 for **\$53,917.79**. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: Taylor Stapper

Iowa Registration No.: 22211

Date: 12/27/2018

FOX PN: 3373-15A

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:

- Engineer
- Contractor
- Owner
- IDNR

**Summary Derivation of Final Contract Amount
Phase I Water System Improvements
Division II – Water Mains
North Liberty, Iowa
FOX PN 3373-15A.680**

Calculation of Final Contract Amount

Original Contract Amount	\$	1,089,000.00
Change Order 1	\$	(6,775.12)
Change Order 2	\$	(3,869.00)
Final Contract Amount	\$	1,078,355.88

Final Amount Due

Final Contract amount	\$	1,078,355.88
Pay Request 1	\$	(106,727.75)
Pay Request 2	\$	(174,515.00)
Pay Request 3	\$	(244,340.00)
Pay Request 4	\$	(424,820.89)
Final Amount Due for Pay Request 5 (completion, less retainage)	\$	74,034.45
Final Amount Due for Pay Request 6 (release of retainage)	\$	53,917.79

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of North Liberty	Owner's Contract No.:	
Contractor:	Ricklefs Excavating, Ltd.	Contractor's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	3373-15A
Project:	Phase I Water System Improvements Div. II – Water mains	Contract Name:	

This Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

May 14, 2018

Date of Substantial Completion

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

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

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: None As follows

Amendments to Contractor's responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate: FOX Engineering Punch List dated July 2, 2018; Shive-Hattery Punch List dated May 31, 2018.

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

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:	<u>Taylor Stopper</u>	By:	_____	By:	<u>[Signature]</u>
	(Authorized signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	<u>Project Engineer</u>	Title:	_____	Title:	<u>Project Manager</u>
Date:	<u>July 6, 2018</u>	Date:	_____	Date:	<u>11/19/18</u>

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous		Current			Completed		
						Quantity	Amount	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	55,023.000	-	\$ -	0.00%	55,023.000	\$ 288,870.75	96.49%	
3	P TOPSOIL, STRIP, SALVAGE AND SPREAD	9,520.000	CY	\$ 4.30	\$ 40,936.00	8,320.000	-	\$ -	0.00%	8,320.000	\$ 35,776.00	87.39%	
4	P SUBGRADE TREATMENT	26,350.000	SY	\$ 0.55	\$ 14,492.50	26,350.000	-	\$ -	0.00%	26,350.000	\$ 14,492.50	100.00%	
5	P MODIFIED SUBBASE	4,680.000	CY	\$ 25.75	\$ 120,510.00	4,680.000	-	\$ -	0.00%	4,680.000	\$ 120,510.00	100.00%	
6	P SHOULDER CONSTRUCTION, EARTH	119.000	STA	\$ 150.00	\$ 17,850.00	65.000	-	\$ -	0.00%	65.000	\$ 9,750.00	54.62%	
7	M MACADAM STONE BASE	330.000	TON	\$ 27.00	\$ 8,910.00	419.960	-	\$ -	0.00%	419.960	\$ 11,338.92	127.26%	
8	A RELOCATION OF MAIL BOXES	3.000	EA	\$ 375.00	\$ 1,125.00	3.000	-	\$ -	0.00%	3.000	\$ 1,125.00	100.00%	
9	STD / S-F PCC PAVEMENT, CLASS C, CLASS 3DURABILITY, 10 IN.	22,715.000	SY	\$ 46.50	\$ 1,056,247.50	22,593.000	-	\$ -	0.00%	22,593.000	\$ 1,050,574.50	99.46%	
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	-	21,011.490	\$ 21,011.49	102.78%	21,011.490	\$ 21,011.49	102.78%	
12	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS	17,810.000	EA	\$ 1.00	\$ 17,810.00	-	3,000.000	\$ 3,000.00	16.84%	3,000.000	\$ 3,000.00	16.84%	
13	P GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	55.000	TON	\$ 17.00	\$ 935.00	55.000	-	\$ -	0.00%	55.000	\$ 935.00	100.00%	
14	P SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	1,028.000	TON	\$ 17.00	\$ 17,476.00	612.970	-	\$ -	0.00%	612.970	\$ 10,420.49	59.63%	
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	-	\$ -	0.00%	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	-	\$ -	0.00%	2.000	\$ 8,000.00	100.00%	
18	M APRONS, CONCRETE, 18 IN. DIA.	4.000	EA	\$ 800.00	\$ 3,200.00	4.000	-	\$ -	0.00%	4.000	\$ 3,200.00	100.00%	
19	M APRONS, CONCRETE, 24 IN. DIA.	11.000	EA	\$ 915.00	\$ 10,065.00	11.000	-	\$ -	0.00%	11.000	\$ 10,065.00	100.00%	
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	1.000	-	\$ -	0.00%	1.000	\$ 4,500.00	100.00%	
26	M INTAKE, SW-510	45.000	EA	\$ 4,000.00	\$ 180,000.00	45.000	-	\$ -	0.00%	45.000	\$ 180,000.00	100.00%	
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	8,912.000	189.000	\$ 1,323.00	2.12%	9,101.000	\$ 63,707.00	102.12%	
29	M TILE, 10 IN. DIA.	104.000	LF	\$ 27.00	\$ 2,808.00	104.000	-	\$ -	0.00%	104.000	\$ 2,808.00	100.00%	
30	M SUBDRAIN RISER, 6 IN., AS PER PLAN	15.000	EA	\$ 325.00	\$ 4,875.00	16.000	-	\$ -	0.00%	16.000	\$ 5,200.00	106.67%	
31	M SUBDRAIN OUTLET, DR-303	63.000	EA	\$ 110.00	\$ 6,930.00	63.000	-	\$ -	0.00%	63.000	\$ 6,930.00	100.00%	
32	M SUBDRAIN OUTLET, DR-305	1.000	EA	\$ 350.00	\$ 350.00	2.000	-	\$ -	0.00%	2.000	\$ 700.00	200.00%	
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	2,005.000	-	\$ -	0.00%	2,005.000	\$ 91,227.50	100.00%	
35	M STORM SEWER GRAVITY MAIN, TRENCHED, (RCP), 2000D (CLASS III), 24 IN.	1,833.000	LF	\$ 54.50	\$ 99,898.50	1,833.000	-	\$ -	0.00%	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	1,322.000	-	\$ -	0.00%	1,322.000	\$ 7,932.00	100.00%	
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	714.620	-	\$ -	0.00%	714.620	\$ 32,157.90	116.39%	
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	4,356.000	-	\$ -	0.00%	4,356.000	\$ 16,335.00	97.12%	
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	P SIDEWALK, P.C. CONCRETE, 6IN.	5,300.000	SY	\$ 50.00	\$ 265,000.00	96.000	-	\$ -	0.00%	96.000	\$ 4,800.00	1.81%	
48	P DETECTABLE WARNINGS	224.000	SF	\$ 42.00	\$ 9,408.00	160.000	-	\$ -	0.00%	160.000	\$ 6,720.00	71.43%	
49	P DRIVEWAY, P.C. CONCRETE, 6 IN.	394.000	SY	\$ 35.00	\$ 13,790.00	270.000	-	\$ -	0.00%	270.000	\$ 9,450.00	68.53%	
50	P DRIVEWAY, P.C. CONCRETE, 7 IN.	356.000	SY	\$ 37.00	\$ 13,172.00	220.000	-	\$ -	0.00%	220.000	\$ 8,140.00	61.80%	
51	S FENCE, FIELD	2,835.000	LF	\$ 9.90	\$ 28,066.50	1,550.000	-	\$ -	0.00%	1,550.000	\$ 15,345.00	54.67%	
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	5,417.000	-	\$ -	0.00%	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	5.000	-	\$ -	0.00%	5.000	\$ 3,750.00	100.00%	
57	N CONTROL CABINET	1.000	EA	\$ 9,500.00	\$ 9,500.00	1.000	-	\$ -	0.00%	1.000	\$ 9,500.00	100.00%	
58	N LIGHT POLES	11.000	EA	\$ 4,950.00	\$ 54,450.00	11.000	-	\$ -	0.00%	11.000	\$ 54,450.00	100.00%	
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	1.000	-	\$ -	0.00%	1.000	\$ 125.00	25.00%	

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous Quantity	Current			Completed		
							Quantity	Amount	%	Quantity	Amount	%
61	A PERFORATED SQUARE STEEL TUBE POSTS	390.000	LF	\$ 8.00	\$ 3,120.00	390.000	-	\$ -	0.00%	390.000	\$ 3,120.00	100.00%
62	A PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	16.000	EA	\$ 85.00	\$ 1,360.00	16.000	-	\$ -	0.00%	16.000	\$ 1,360.00	100.00%
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	238.000	-	\$ -	0.00%	238.000	\$ 3,808.00	100.00%
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	0.503	-	\$ -	0.00%	0.503	\$ 11,066.00	50.30%
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	7.900	4.900	\$ 3,920.00	41.53%	12.800	\$ 10,240.00	108.47%
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	15,880.000	-	\$ -	0.00%	15,880.000	\$ 23,820.00	75.21%
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, EROSION CONTROL	6.000	EA	\$ 300.00	\$ 1,800.00	5.000	-	\$ -	0.00%	5.000	\$ 1,500.00	83.33%
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	1,054.000	-	\$ -	0.00%	1,054.000	\$ 153,251.60	100.00%
85	PCC PAVER EDGER, 1.5 FT	378.000	LF	\$ 28.00	\$ 10,584.00	378.000	-	\$ -	0.00%	378.000	\$ 10,584.00	100.00%
86	SUBSLAB, PCC, 4 IN. FOR PCCPAVERS	1,054.000	SY	\$ 45.00	\$ 47,430.00	1,054.000	-	\$ -	0.00%	1,054.000	\$ 47,430.00	100.00%
87	C AMENDED SOIL	320.000	CY	\$ 59.00	\$ 18,880.00	-	-	\$ -	0.00%	-	\$ -	0.00%
88	C ORNAMENTAL GRASSES, 1 GAL., 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	365.000	-	\$ -	0.00%	365.000	\$ 31,682.00	100.00%
94	C* DECORATIVE ROCK MULCH	45.000	TON	\$ 300.00	\$ 13,500.00	12.670	-	\$ -	0.00%	12.670	\$ 3,801.00	28.16%
95	M WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	6,480.000	LF	\$ 31.00	\$ 200,880.00	5,850.000	630.000	\$ 19,530.00	9.72%	6,480.000	\$ 200,880.00	100.00%
96	M WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	120.000	LF	\$ 83.00	\$ 9,960.00	120.000	-	\$ -	0.00%	120.000	\$ 9,960.00	100.00%
97	M FITTINGS BY COUNT, DUCTILE IRON,	17.000	EA	\$ 525.00	\$ 8,925.00	16.000	1.000	\$ 525.00	5.88%	17.000	\$ 8,925.00	100.00%
98	M VALVE, GATE, DIP, 12 IN.	14.000	EA	\$ 2,275.00	\$ 31,850.00	12.000	2.000	\$ 4,550.00	14.29%	14.000	\$ 31,850.00	100.00%
99	M FIRE HYDRANT ASSEMBLY, WM-201	16.000	EA	\$ 4,300.00	\$ 68,800.00	15.000	1.000	\$ 4,300.00	6.25%	16.000	\$ 68,800.00	100.00%
					\$ 3,880,275.00							
Original Contract Cost						\$ 3,258,237.79		\$ 58,159.49	1.50%	\$ 3,316,397.28		85.47%
Value of Work Completed						\$ -		\$ -	0.00%	\$ -		0.00%
Materials Stored on Site					\$ 1.00	\$ -		\$ -		\$ -		
Value of Work Completed and Materials Stored						\$ 3,258,237.79		\$ 58,159.49		\$ 3,316,397.28		

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

NORTH LIBERTY KANSAS RISE IMPROVEMENTS

PAY APP# 8
 DATE 12/30/2018
 PAGE 3 OF 3

Line #	Description	Quantity	UM	Unit Price	Total Price	Previous Quantity	Current			Completed		
							Quantity	Amount	%	Quantity	Amount	%
Approved Change Orders												
100	CO#3 Streb CO #1 Painted Pavement Markings, Waterborne	24.280	STA	\$ 71.50	\$ 1,736.02	24.280	-	\$ -	0.00%	24.280	\$ 1,736.02	100.00%
101	CO#1 ITC #3 / Streb CO #2 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 / Streb CO #7 Intake Revision	1.000	LS	\$ 5,313.61	\$ 5,313.61	1.000	-	\$ -	0.00%	1.000	\$ 5,313.61	100.00%
103	CO#2 ITC #8 Revise Subdrain	1.000	LS	\$ 8,904.00	\$ 8,904.00	1.000	-	\$ -	0.00%	1.000	\$ 8,904.00	100.00%
104	CO#3 Streb CO #9 Substitute Castings	1.000	LS	\$ 1,256.20	\$ 1,256.20	1.000	-	\$ -	0.00%	1.000	\$ 1,256.20	100.00%
105	CO#3 Streb CO #5 Temporary Access Road	450.860	TN	\$ 23.10	\$ 10,414.87	450.860	-	\$ -	0.00%	450.860	\$ 10,414.87	100.00%
106	CO#3 ITC #4 / Streb CO #6 Over Excavation	1,001.000	CY	\$ 16.54	\$ 16,556.54	1,001.000	-	\$ -	0.00%	1,001.000	\$ 16,556.54	100.00%
107	EWO #2 TEMPORARY PAINT	1.000	LS	\$ 2,108.00	\$ 2,108.00	0.95	0.050	\$ 100.00	4.74%	1.00	\$ 2,108.00	100.00%
108	CO #4 FIELD TILE REPAIR	1.000	LS	\$ 1,676.88	\$ 1,676.88	0.95	0.050	\$ 79.38	4.73%	1.00	\$ 1,676.88	100.00%
Total Change Orders					\$ 73,512.90	\$ 73,333.52		\$ 179.38	0.24%	\$ 73,512.90	100.00%	
Original Contract Cost & Change Orders					\$ 3,953,787.90							
Value of Work Completed, Materials Stored & Change Orders					\$ 3,331,571.31		\$ 58,338.87	1.48%	\$ 3,389,910.18	85.74%		
Less Retainage 5.00%					\$ 166,578.57		\$ 2,916.94		\$ 169,495.51			
Net Amount Due Including This Statement					\$ 3,164,992.74		\$ 55,421.93		\$ 3,220,414.67			
Less Previous Payments					\$ 3,164,992.74				\$ 3,164,992.74			
Balance Due This Request					\$ -				\$ 55,421.93			

CONTRACTOR:

STREB CONSTRUCTION CO., INC.

Steven M. Streb

Title: Vice President

Date:

12/21/18

ENGINEER:

SHIVE-HATTERY, INC.

Michael J. Janecek

Title: Civil Engineer

Date:

12/21/2018

OWNER:

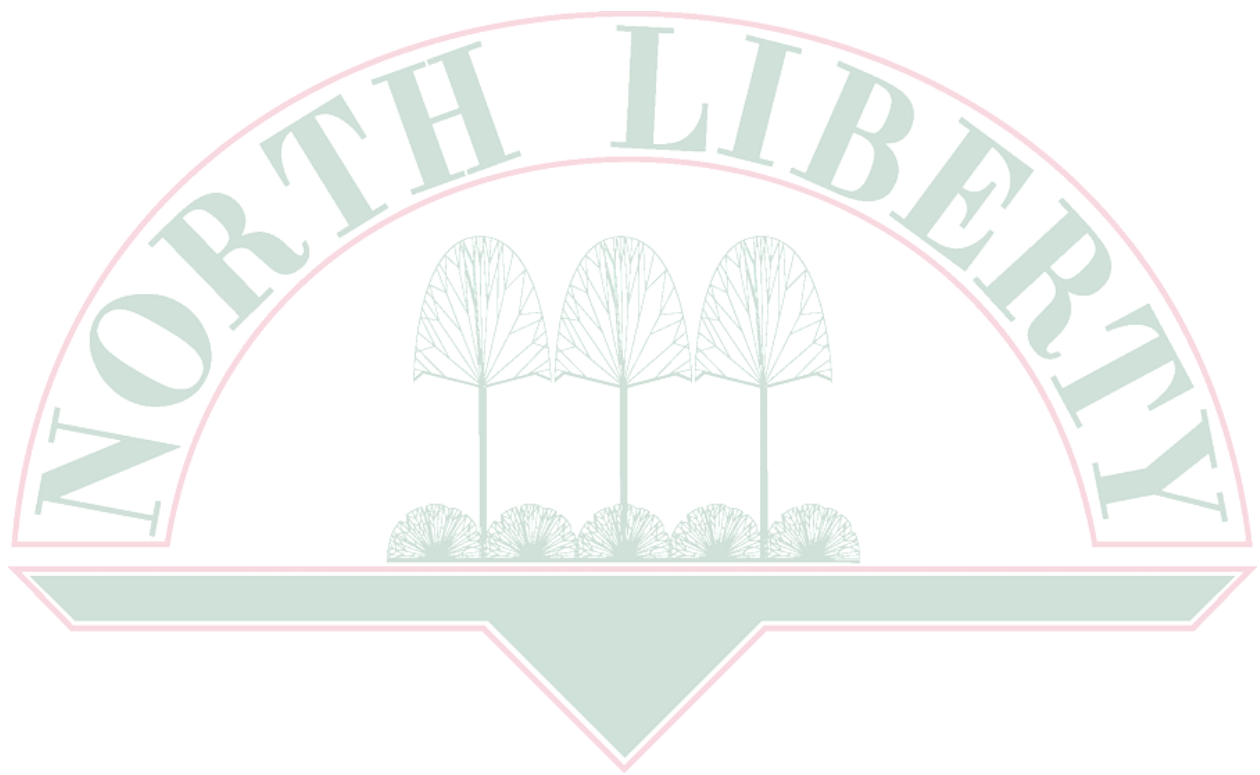
CITY OF NORTH LIBERTY

Ryan Heiar

Title: City Administrator

Date:

Mayor's Report



Transit Committee Meeting

December 20, 2018

Meeting convened at North Liberty City Council Chambers at 6:30 p.m.

Members present: Gerry Kuhn, Brenda Conry, Jim Jetter, Gary Boseneiler, Terry Donahue

Absent: Brian Wayson, Dena Hess.

The first item discussed was the response to the RFP from Yellow Cab Company. Gerry Kuhl moved and Gary Boseneiler seconded to accept the proposal. After discussion, all present voted aye, motion passed.

The next item were rules to be used. These included prior rules as discussed previously. Other items to note were:

- 1) It is necessary for trips to be well planned as needed.
- 2) Consideration must be made that at least one-half hour or more is needed for cab response before scheduled appointments, planned pickup or planned arrival times.
- 3) Would it be possible for people to call ahead for places such as the pantry to place a food order, go and pickup immediately, return to the cab for the ride to the person's residence eliminating a long wait time.
- 4) A change in the 62+ rule would be amended to a person may have a card if 62 and over and does not have an automobile in their possession or has the ability to drive. (The intent was to discourage persons of this age group from using the cab service in order to save on the owner's driving expenses).
- 5) For persons who may need transport service on a temporary basis (such as medical or other type of recuperation/rehabilitation period), must submit a medical professional's note noting such restriction and for how long a period of time the restriction will be for.
- 6) A mobility restriction was modified that would allow for wheelchair users to use the cab with or without a personal attendant. The person should tell the cab service they have a wheelchair in order to get the proper service needed. A person with a power chair or needs use of a scouter still needs to use other services such as SEATS.
- 7) Persons who are Medicaid eligible are encouraged to use other transportation services (i.e. Joy Rides) who honor the Medicaid transportation payments.
- 8) Rides will not be honored for church attendance since most churches can provide needed transportation.
- 9) If a rider and/or accompanying person displays aggression in terms of a physical nature or use of unacceptable/offensive language, the driver is to report such to the cab company supervisor and in turn the cab's company to the city to determine if that rider's privileges should be suspended or revoked.

In terms of implementation planning, some interim period of time may be necessary to issuance of cards with no picture to start the program.

Other items of the committee are as follows:

- 1) The city should contact the Corridor Ride program to see if an inter-city bus service can be incorporated within the current I-380 service system.
- 2) The committee asks if the Communication Department can develop an outline of what we should be doing for marketing and how we should go about it.
- 3) The committee is asking that the agreement with SEATS be evaluated as to why the costs for North Liberty and transport times are as they are when clearly Iowa City and Coralville do not have charges for those services and also have full-time services.
- 4) Members of the group will determine how to obtain statements or notes of Federal/State receipt of assistance for transport eligibility.

Meeting adjourned at 7:40 p.m.



Yellow Cab of Iowa City
P.O. Box 428
Iowa City, IA 52244
(319) 338-9777

www.yellowcabic.com

RFP City of North Liberty Subsidized On-Demand Transportation Services

1. Yellow-Cab of Iowa City, 2930 Industrial Park Rd. Suite A, Iowa City, IA 52240.

Owners:

Dave L. Stoddard	25%
Jeffrey D. Stoddard	25%
Robert Stoddard	25%
Dennis Stevens	25%

Management:

Roger E. Bradley, Manager, 319-541-0533 yellowcabic@gmail.com
Donna Prymek, Assistant Manager, 319-330-9226 yciowa68@gmail.com

Contact information:

Management & Administrative 319-541-0533 yellowcabic@gmail.com
Dispatcher on Duty 319-338-9432 yconecall@gmail.com
Orders from public 319-338-9777

2. Yellow Cab of Iowa City has been in business for since 1970, and under the same ownership since 1996. We currently have over 60 drivers and 7 dispatchers. Our management and dispatch teams have over 57 years of combined industry experience. In addition to our on-demand business, we have over 100 accounts with various local businesses, organizations, and governmental agencies. We are experienced in NEMT (Non-Emergency Medical Transportation) and this year will provide over 168,000 trips for 17 different accounts. We have more licensed vehicles in service than any other taxicab company in our area. We utilize computerized dispatching, which includes GPS and Automated Vehicle Location tracking on all vehicles. We are well capitalized and have vehicles prepared to license and operate should we need to expand our fleet. We have state-of-the-art security cameras in our vehicles which can provide both interior and exterior views of the vehicle. If there is an incident, video clips can be obtained for



Yellow Cab of Iowa City

P.O. Box 428
Iowa City, IA 52244

(319) 338-9777

www.yellowcabc.com

investigative purposes. ALL of our drivers are screened and approved by the Iowa City Police Department. All of our vehicles are inspected and approved by the Iowa City Equipment Division. Current information about our vehicles and drivers can be found at:

https://www8.iowa-city.org/icgov/apps/taxi/business_detail.asp?id=12

3. Iowa City: licensed for on-demand taxicab services.
Coralville: licensed for on-demand taxicab services.
Iowa DOT: licensed for on-demand taxicab services.
Eastern Iowa Airport: licensed with Airport Commission for airport pickups.

In all above jurisdictions, we also perform Non-Emergency Medical Transportation.

4. Yellow Cab of Iowa City plans to perform this service with methods similar to our other accounts. Customers will call us directly with their orders, and our dispatchers will take and record all the information necessary and required by the City of North Liberty. Vehicles will be dispatched accordingly.

We believe that while the services will be “On-Demand,” the City should build into the rules a requirement that orders must be placed with enough advanced notice to achieve two objectives: a) assuring that the eligible riders are allowing themselves enough time to get to a scheduled appointment, and b) making the gap between call and pickup just long enough to discourage abuse by eligible riders who plan poorly. The City does not want riders to take multiple rides when one would suffice, i.e. they went to Fareway and shopped, got home and forgot something, so they call again, then repeat, etc. If, for example, residents knew they had to give 30 minutes of notice, then residents would not be able to travel on a “sudden” basis, which would lead to abuse. In the scope of this program, we cannot see a time when an eligible resident would NOT know of their need to travel 30 minutes ahead. If it were a true medical emergency, 911 would need to be called instead of a vehicle under this program.

We also believe that the City should adopt Iowa City standards for insurance, vehicle inspection, driver screening, and vehicle trade dress as provided by their taxicab ordinance.



Yellow Cab of Iowa City

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We also believe that since medical appointment travel would be a substantial objective of this program, the successful applicant should be required to provide evidence of HIPAA training for its drivers.

5. Our rate structure is \$2.75 entry, \$.25 every 1/12th mile, wait time is \$.75/minute. There are no extra passenger fees, zone fees, peak time fees, or vehicle size fees. Yellow Cab of Iowa City agrees with the RFP provision for an evaluation of the program ninety (90) days after implementation, at which time we would like the opportunity to review this fee structure to evaluate the extent of any unforeseen administrative costs unique to this program, and to adjust accordingly.

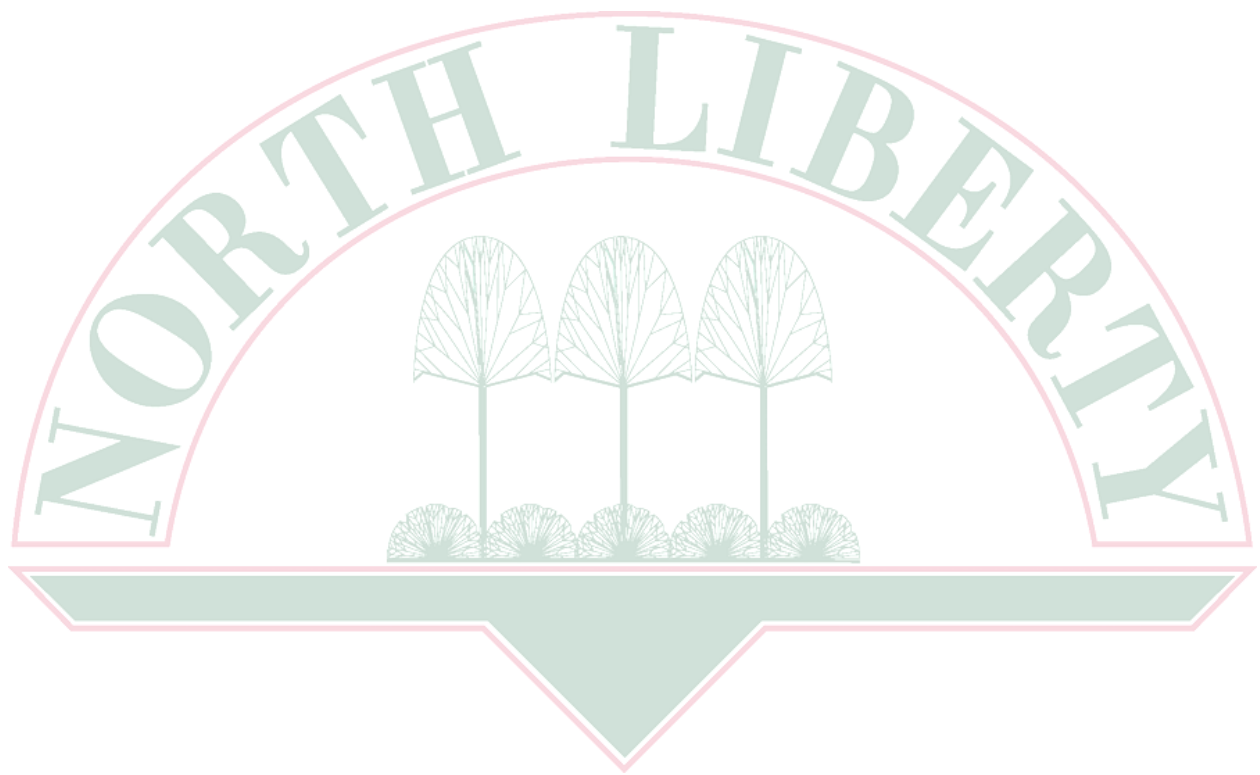
6. Price schedule:

<u>PICK UP LOCATION</u>	<u>DROP OFF LOCATION</u>	<u>PRICE</u>
NL COMM. CENTER	UIHC	\$28.00
NL COMM. CENTER	NL FOOD PANTRY	\$7.00
NL COMM. CENTER	CRM NORTH ENTRANCE	\$17.00
NL COMM. CENTER	JO.CO. ADMIN. CAMPUS	\$31.00

7. Our company goal is to pick up all customers within 15 minutes of their call. However, as explained in answer (4), we believe the City would make the program most cost-effective (without losing any objectives) if residents were required to order 30 minutes in advance. Although we have other business in North Liberty during daytime business hours, vehicles may have to be dispatched from the western part of Coralville. Since there are times when the Highway 965 corridor is rather busy, a fifteen (15) minute response time may not always be possible. If a 30-minute advanced ordering requirement is implemented, the maximum wait time for a rider when the request is made would be forty (40) total minutes. However, we believe that to be the maximum, and rarely necessary.

8. Yellow Cab of Iowa City recognizes and agrees to comply to all applicable requirements of the Americans with Disabilities Act.

Police Department Project



BID SUMMARY



**NORTH LIBERTY POLICE DEPT.
340 N. MAIN STREET
NORTH LIBERTY, IA 52317**

Location: City of North Liberty Administration Building
Date: November 1, 2018
Time: 2:00 PM

	BIDDER	BASE BID	ALTERNATE #1	ALTERNATE #2	TOTAL BID (INCLUDING ALT #1 AND #2)
			Sallyport Extension	Change Counterop PL-3 to SS-1	
1	Name: Tricon General Construction Location: Cedar Rapids, IA	\$5,567,000.00	\$31,000.00	\$15,200.00	\$5,613,200.00
2	Name: Christner Contracting, Inc. Location: Ottumwa, IA	\$5,985,000.00	\$42,000.00	\$9,050.00	\$6,036,050.00
3	Name: Woodruff Construction, LLC Location: Tiffin, IA	\$5,800,000.00	\$15,000.00	\$10,000.00	\$5,825,000.00
4	Name: The Samuels Group, Inc. Location: Des Moines, IA	\$6,100,000.00	\$57,500.00	\$15,200.00	\$6,172,700.00
5	Name: City Construction Newco, LLC Location: Iowa City, IA	\$6,838,200.00	\$80,000.00	\$21,700.00	\$6,939,900.00
6	Name: Miron Construction Co. Location: Cedar Rapids, IA	\$5,897,720.00	\$22,935.00	\$17,602.00	\$5,938,257.00
7	Name: Selzer Werderitsch Assoc. Location: Iowa City, IA	\$5,858,000.00	\$24,500.00	\$17,600.00	\$5,900,100.00
8	Name: Conlon Construction Location: Dubuque, IA	\$5,665,000.00	\$38,000.00	\$22,000.00	\$5,725,000.00
9	Name: McComas-Lacina Construction, LC Location: Iowa City, IA	\$5,824,000.00	\$31,000.00	\$16,000.00	\$5,871,000.00
10	Name: Cutting Edge Landscape Location:	\$88,640.94			INCOMPLETE - LANDSCAPE ONLY

Resolution No. 2019-01

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
EXECUTION OF THE CONTRACT FOR THE POLICE DEPARTMENT
PROJECT NORTH LIBERTY, IOWA**

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

WHEREAS, the City Council sought bids for the Sanitary Police Department Project;

WHEREAS, nine bidders submitted bids for the project; and

WHEREAS, the low bidder for the project was Tricon General Construction at \$5,567,000.00 not including alternates; and

NOW, THEREFORE, BE IT RESOLVED that the Police Department Project is authorized and the bid from Tricon General Construction is hereby accepted and approved for the project at a bid amount of \$5,567,000.00 is hereby approved as set forth therein.

BE IT FURTHER RESOLVED that the Contract between the Owner and the Contractor is approved and that the Mayor is authorized to execute said agreement.

APPROVED AND ADOPTED this 8th day of January, 2019.

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



Police Facility Design Group, PA

500 Grand Blvd, Suite 201A
Kansas City, Missouri 64106
T (816) 298-6700
F (816) 298-6701

Final Value Engineering Narrative

DATE: January 3, 2019
PROJECT: North Liberty Police Department
PROJECT NUMBER: 1713

VE ITEM – REVISED STORMWATER DESIGN

ESTIMATED SAVINGS \$ 58,489

This would delete the proposed storm piping along Dubuque Street and across the existing "Reds" parking lot. This would eliminate demolition and replacement in the parking lot, keeping existing conditions as they are. This also deletes the proposed east detention pond, including storm piping, structures, rip-rap, inlets, and associated grading. This revised layout and approach has been reviewed and approved by the City Engineer.

VE ITEM – ELIMINATE DUBUQUE STREET

ESTIMATED SAVINGS \$ 17,945

Eliminate Dubuque Street entry drive, paving, curbing, median, etc. A credit for the security gate, pedestals, electrical, etc., are to be provided under separate VE Items.

VE ITEM – PARKING CANOPIES

ESTIMATED SAVINGS \$ 222,770

Eliminate all parking canopies and associated installation costs, footings, etc.

VE ITEM – FENCING

ESTIMATED SAVINGS \$ 42,530

Change site fencing to 6'-0" black chain link on north, northeast and east sections. This includes the removal of the north/east gate. The south section of fence and gate is to remain as specified.

VE ITEM – ARTIFICIAL TURF

ESTIMATED SAVINGS \$ 12,005

Eliminate the artificial turf for the outside workout area and replace with grass.

VE ITEM – WEST BOLLARDS

ESTIMATED SAVINGS \$ 6,311

Eliminate (21) bollards with decorative covers at west side of building. City to provide large landscape rocks instead.

VE ITEM – STONE PILLARS

ESTIMATED SAVINGS \$ 5,300

Revise the (5) stone pillars along Cherry Street to be brick in lieu of stone. The brick will match that selected for the main building.

VE ITEM – SALLYPORT REVISION

ESTIMATED SAVINGS \$ 36,739

This lowers the Sallyport roof to align with the adjacent roof and parapet (14'-0" nominal roof bearing), eliminating the raised metal roof at the Sallyport (replacing with TPO roofing) and reducing overhead coiling and sectional doors to 10'-6" high (from 12'-6"). The structure would be simplified, eliminating steel beams and rotating joist bearing. The center CMU wall will be eliminated and changed to chain link, which allows for the reduction in various mech/elect scopes as well. The mech/elect scopes credit will be covered under a separate VE Item. This also includes eliminating the sectional security grille and replacing with chain link.

VE ITEM – STONE TO BRICK VENEER

ESTIMATED SAVINGS \$ 70,000

This changes the stone veneer to brick veneer to be reviewed and selected from an allowance of \$500 per 1,000 brick.

VE ITEM – SUNSHADES

ESTIMATED SAVINGS \$ 26,000

This eliminates 50% of the sunshades, final scope to be reviewed. All canopies will be kept at building entry points.

VE ITEM – GLAZING REDUCTION

ESTIMATED SAVINGS \$ 8,340

This revises window types C, D, and F to provide a reduction in heights. These windows only occur on the east elevation.

VE ITEM – REDUCE MULLIONS

ESTIMATED SAVINGS \$ 6,030

This reduces all window frames to be 2". There were originally some 4" window frames at various windows. We do not believe this will negatively impact the look of the building and would be unnoticeable to most.

VE ITEM – EVIDENCE DROP DOOR

ESTIMATED SAVINGS \$ 1,205

This changes the exterior Evidence Drop door from an overhead coiling door to a hollow metal pair of doors.

VE ITEM – FRONT COLUMNS TO BRICK

ESTIMATED SAVINGS \$ 3,100

This revises the stone buildouts around the steel columns at front entry to be brick. The brick will match that selected for the main building.

VE ITEM – ELIMINATE CAST STONE SILL

ESTIMATED SAVINGS \$ 7,141

This changes a cast stone sill detail that was on the original drawings. This was originally there to keep the stone veneer away from the ground as required. With the change to brick veneer, this detail can be revised to grouted brick below grade. Then, at the metal panel, this detail can be duplicated and be continuous to replace the cast stone completely.

VE ITEM – FLAGPOLES

ESTIMATED SAVINGS \$ 2,986

This will delete (2) flagpoles, keeping (1) in the project.

VE ITEM – FEC's/AED's

ESTIMATED SAVINGS \$ 2,965

This will provide (5) fire extinguishers and fire extinguisher cabinets, along with (2) AED cabinets without AED's.

VE ITEM – DELETE BRONZE PLAQUE

ESTIMATED SAVINGS \$ 2,700

This will delete a cast bronze plaque that was included in the project.

VE ITEM – BULLET RESISTANCE IN LOBBY

ESTIMATED SAVINGS \$ 21,582

This reduces the bullet resistant paneling/construction in the Lobby to be 10'-0" tall on west wall only (abutting Records). Locations of bullet resistant paneling/construction on the east and south portions of the Lobby will be removed. The south/interior wall of the Vestibule will remain bullet resistant construction and glazing, which was in the project as originally designed.

VE ITEM – FITNESS MIRRORS

ESTIMATED SAVING \$ 7,295

This eliminates the mirrors at both walls of the Fitness room.

VE ITEM – DETENTION AREA

ESTIMATED SAVINGS \$ 51,600

This revises the Detention area to delete all detention equipment as indicated on bid form, except for the Records transaction window and detention cuff bench. The walls that create the two "cells" in this area will be changed from CMU to acoustical drywall assemblies, with hollow metal doors and acoustical ceiling tile. Removing and replacing the detention lighting fixtures with standard lighting in this area is provided in a separate VE Item.

VE ITEM – SINK IN UNSEC. EVID.

ESTIMATED SAVINGS \$ 1,796

This eliminates the sink, associated piping and backsplash in Unsecured Evidence 057.

VE ITEM – BREAK RM. HOOD

ESTIMATED SAVINGS \$ 4,100

This eliminates the hood suppression system in Break Room 026. This will prevent the PD from providing a cooktop, but an oven can still be used here.

VE ITEM – SECURITY VE

ESTIMATED SAVINGS \$ 9,000

This is for some miscellaneous Security and Access Control changes.

Security cameras:

Delete camera C035A

Card readers and devices:

Delete card readers 035A1 and 035A2

Delete panic button PB-035A

Delete microphone M1-035A

North/east Security Gate: (removed from project)

Delete (2) 3" conduits to gate location from server room (MPE 102 note 9)

Delete power to gate operator (MPE 102 note 5)

Delete duplex outlet in gate vault (MPE 102 note 4)

Delete vault at gate location (MPE 102 note 6)

Delete Long range reader

Delete Card reader

Delete Intercom device

Delete Security Pedestal – For card reader/Intercom

Delete Security Pedestal – For long range reader

Delete Security enclosures and mounting arms on each pedestal

VE ITEM – MISC. MEP ITEMS

ESTIMATED SAVINGS \$ 41,469

This is for some miscellaneous MEP changes.

MPE102 – MPE Site Plan

Delete (6) type SE light fixtures at flagpoles, from reduction in flagpoles provided

Delete all type SD fixtures (4 total), from parking canopies removed

Relocate (2) type SA1 street lights from back drive into parking lot

Delete all outlets from parking canopies removed

MPE103 – MPE Roof Plan

Delete all outlets, conduit and pedestals on roof for seasonal lighting

P101 – Above Grade plumbing plan

Delete (2) instances of HB-1 on center Sallyport wall (wall being removed)

Add (1) HB-1 on wall between Sallyport 034 and Tactical 031 (cold water only)

E101 – Lighting Floor Plan

- Delete type SC1 fixtures (4 total) from Sallyport 035
- Delete all B, B1 and B2 light fixtures (7 total) from detention area
- Add SC light fixtures in detention area (6 total)
- Delete light fixtures type E in Invest Conference 023 and Conference 020 (16 total)

E201 – Power Floor Plan

- Delete power and light reels, associated outlet boxes and wiring (note 7) in Sallyport 034
- Delete data outlets off wall in center of Sallyport 034 (wall being removed)
- Delete outlets and data ports on wall between 027 and 028 in detention area
- Delete outlets off center wall in Sallyport 034

E403 – Electrical Schedules

- Delete light fixture type “M” from project, circuiting to remain for owner provided light

M101 – Mechanical Floor Plan

- Delete duplicate Sallyport exhaust and heating since center wall is being eliminated.

VE ITEM – TYPE SF LIGHT FIXTURES

ESTIMATED SAVINGS \$ 7,150

This eliminates (16) type SF fixtures provided for building signage lighting. These were located in some of the sunshades being removed. Lighting will be provided in its place, but we believe a cheaper alternative can be used. Half of the sub's credit is being reflected here until a final fixture is selected.

VE ITEM – GENERATOR VE ITEMS

ESTIMATED SAVINGS \$ 24,000

The generator is remaining in the project, but the following VE items will be provided:

- Generator Alt #2 – Reduce tank from 1000-gal to 200-gal. (\$4,000)
- Generator Alt #4 – Provide open transition NON-bypass isolation ATS Package (currently closed and bypass). (\$20,000)

VALUE ENGINEERING SUMMARY

TARGET VE	\$ 700,000
PROPOSED VE TO DATE	\$ 700,548

Resolution No. 2019-02

RESOLUTION AUTHORIZING EXECUTION OF CHANGE ORDER NUMBER ONE TO THE CONTRACT WITH TRICON GENERAL CONSTRUCTION FOR THE POLICE DEPARTMENT PROJECT NORTH LIBERTY, IOWA

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

WHEREAS, the City Council sought bids for the Sanitary Police Department Project;

WHEREAS, nine bidders submitted bids for the project; and

WHEREAS, the low bidder for the project was Tricon General Construction at \$5,567,000.00 not including alternates; and

WHEREAS, the bid was significantly higher than estimated; and

WHEREAS, the City has worked to reduce the scope of the project to eliminate not needed items from the construction project.

NOW, THEREFORE, BE IT RESOLVED that Change Order Number One for the Police Department Project in the amount of \$700,548.00 for the contract with Tricon General Construction is hereby accepted and approved as set forth therein.

BE IT FURTHER RESOLVED that the Contract between the Owner and the Contractor is approved and that the Mayor is authorized to execute said agreement.

APPROVED AND ADOPTED this 8th day of January, 2019.

CITY OF NORTH LIBERTY:

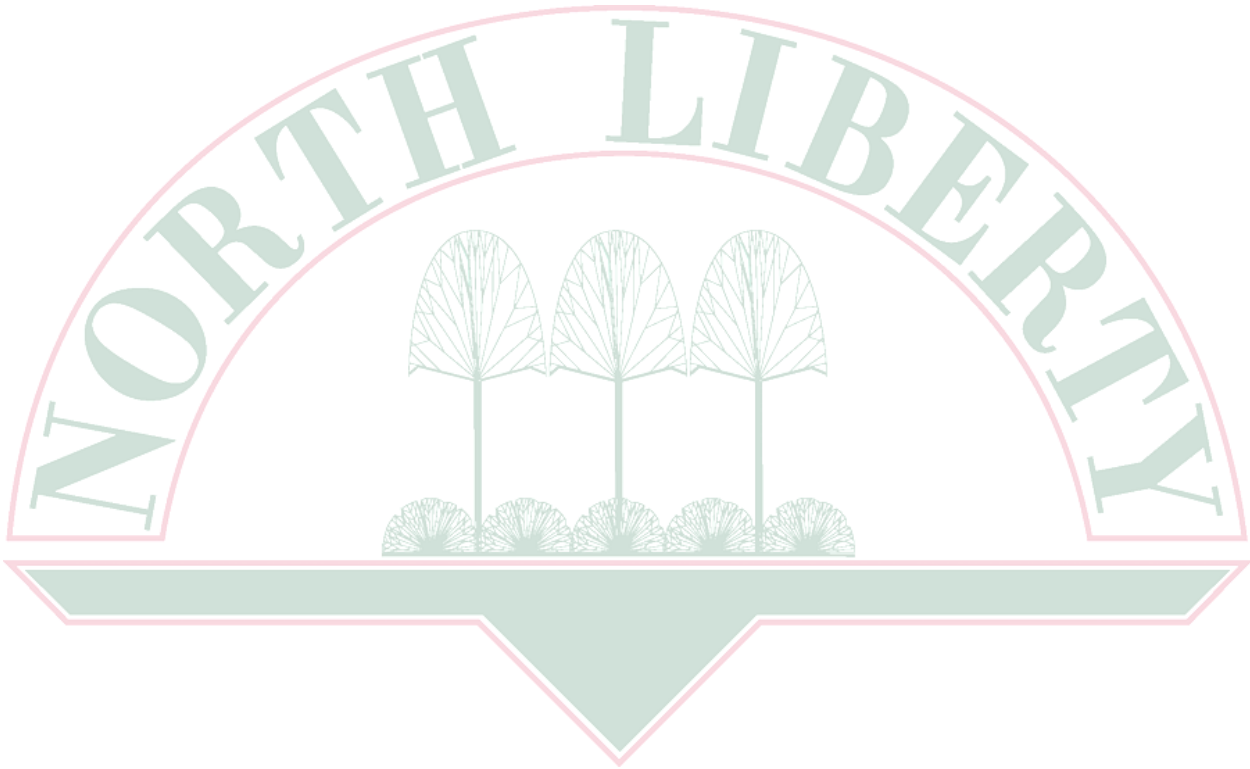
TERRY L. DONAHUE, MAYOR

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

FY 18 Audit



CITY OF NORTH LIBERTY
AUDIT REPORT SUMMARY
FY JUNE 30, 2018

There are very few reporting changes for FY2018, so the outline is similar to 2017. New accounting pronouncements, guidance, etc also minimal in FY2018.

Pages 2 through 4 - Auditor's Report - we have given unmodified ("clean") opinions on the financial statements as well as a lot of the supplemental information. Some of the information such as the Managements Discussion and Analysis on pages 5 through 12 and the IPERS information on pages 39 through 45 is not audited.

Governmental funds cash decreased by about \$4 million, this is mostly due to the large highway and street projects which will be bonded in the future to replenish cash used. Enterprise (utility) cash funds were about at break even. The water plant project continued to require cash outlays before funding could be received from Iowa Finance Authority.

Page 19 - General Fund unassigned cash balance is \$4,685,810 at 6/30/18. This amount represents a little over 38% of total General Fund expenditures for the year, which translates for **cash reserve** purposes as available for about 4.5 months.

6/30/17 cash reserve is \$3,622,060, which was 28.3% of FY2017 general fund expenditures, and translates to approximately 3.4 months of cash on hand.

There were no no new bond issues sold in FY2018, only IFA draws for water and sewer projects.

Construction activity was considerable again this year

Deficit balances in capital projects funds is a normal occurrence, and FY2018 was no different. The deficit balances this year did not appear to be excessive and unmanageable.

Internal controls review is ongoing. Some policies and procedures were implemented in January 2018, with plans for more upgrade and update by this coming June 30, 2019. As the city continues to expand and transactions increase, it is important to remain ahead of the curve regarding potential issues and segregation of duties.

Compliance - for the most part the city's compliance was similar to prior years. There were no matters noted in the federal-funded projects. Revenue bond compliance for net revenue and debt servicing was met this year. Budgetary compliance was not met during the year due to an error in the dates used for the notice of public hearing for amendment of the budget. Cash accounts are maintained according to the guidelines and maximum deposit amounts and excess amounts occur only on a very short term basis due to debt payment or receipt of property taxes.

CITY OF NORTH LIBERTY, IOWA
INDEPENDENT AUDITOR'S REPORTS
BASIC FINANCIAL STATEMENTS
SUPPLEMENTARY AND OTHER INFORMATION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS

JUNE 30, 2018

CITY OF NORTH LIBERTY, IOWA

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CITY OF NORTH LIBERTY, IOWA

Officials

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
<u>Mayor and Council</u>		
Through December 2017		
Terry Donahue	Mayor	December 2017
Chris Hoffman	Mayor Pro Tem	December 2019
Annie Pollock	Council Member	December 2017
Brian Wayson	Council Member	December 2017
Chris Hoffman	Council Member	December 2019
Sarah Madsen	Council Member	December 2019
Jim Sayre	Council Member	December 2019
Beginning January 2018		
Terry Donahue	Mayor	December 2021
Chris Hoffman	Mayor Pro Tem	December 2019
Chris Hoffman	Council Member	December 2019
Sarah Madsen	Council Member	December 2019
Jim Sayre	Council Member	December 2019
Jennifer Goings	Council Member	December 2021
Annie Pollock	Council Member	December 2021
<u>City Staff</u>		
Ryan Heiar	City Administrator	
Tracey Mulcahey	City Clerk/Assistant City Administrator	
Debra Hilton	Treasurer	
Scott Peterson	City Attorney	

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Members of the City Council
City of North Liberty, Iowa

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of North Liberty, Iowa, as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1. This includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of North Liberty, Iowa, as of June 30, 2018, and the respective changes in cash basis financial position for the year then ended in accordance with the basis of accounting described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Emphasis of a Matter

As discussed in Note 12 to the financial statements, the City of North Liberty adopted new accounting guidance related to Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Our opinions are not modified with respect to this matter.

Other Matters

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of North Liberty, Iowa's basic financial statements. We previously audited, in accordance with the standards referred to in the third paragraph of this report, the financial statements for the five years ended June 30, 2017 (which are not presented herein) and expressed unmodified opinions on those financial statements which were prepared on the basis of cash receipts and disbursements. The financial statements for the four years ended June 30, 2012 (which are not presented herein) were audited by other auditors and they expressed unmodified opinions on those financial statements which were prepared on the basis of cash receipts and disbursements. The supplementary information included in Schedules 1 through 9, including the Schedule of Expenditures of Federal Awards required by Title 2, U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Disclaimer of Opinion on Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of North Liberty, Iowa's basic financial statements. The other information, the City's Management's Discussion and Analysis, the budgetary comparison information, the Schedule of the City's Proportionate Share of the Net Pension Liability and the Schedule of City Contributions on pages 5 through 12 and 39 through 45 has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 27, 2018 on our consideration of the City of North Liberty, Iowa's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of North Liberty, Iowa's internal control over financial reporting and compliance.

Wankel, Parker & Foster, CPA PC

Iowa City, Iowa
December 27, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS

The City of North Liberty provides this Management's Discussion and Analysis of its financial statements. This narrative overview and analysis of the financial activities is for the fiscal year ended June 30, 2018. We encourage readers to consider this information in conjunction with the City's financial statements, which follow.

FY 2018 FINANCIAL HIGHLIGHTS

- Receipts of the City's governmental activities decreased approximately \$6 million from FY 2017 to FY 2018. Property tax receipts increased almost \$673,000, tax increment financing decreased approximately \$315,000 and charges for services decreased approximately \$450,000. There were no sales of new bond issues in this fiscal year. State Revolving Fund loan draws were approximately \$114,000 in this fiscal year. This is a significant decrease from the approximately \$7.3 million received in the previous fiscal year from bond sales and loan draws.
- Disbursements of the City's governmental activities increased approximately \$2 million, or 6.85%, from FY 2017 to FY 2018. Public safety disbursements increased approximately \$321,000, public works disbursements increased approximately \$193,000, health and social service disbursements increased approximately \$8,000, culture and recreation disbursements increased approximately \$138,000, community and economic development disbursements increased approximately \$137,000 and general government disbursements increased approximately \$261,000. Debt service disbursements decreased by approximately \$411,000. Capital project expenditures increased by approximately \$1,152,000.
- The City's total cash basis net position decreased 22.01%, or approximately \$4,410,000, from June 30, 2017 to June 30, 2018. Of this amount, the position of the governmental activities decreased by approximately \$4,420,000 and the position of the business type activities increased by approximately \$9,000.

USING THIS ANNUAL REPORT

The annual report consists of a series of financial statements and other information, as follows:

Management's Discussion and Analysis introduces the basic financial statements and provides an analytical overview of the City's financial activities.

The Government-wide Financial Statement consists of a Cash Basis Statement of Activities and Net Position. This statement provides information about the activities of the City as a whole and presents an overview of the City's finances.

The Fund Financial Statements tell how governmental services were financed in the short term as well as what remains for future spending. Fund financial statements report the City's operations in more detail than the government-wide statement by providing information about the most significant funds.

Notes to Financial Statements provide additional information essential for a full understanding of the data provided in the basic financial statements.

Other Information further explains and supports the financial statements with a comparison to the City's budget for the year and the City's proportionate share of the net pension liability and related contributions.

Supplementary Information provides detailed information about the General Fund, nonmajor governmental funds, proprietary funds and the City's indebtedness. In addition, the Schedule of Expenditures of Federal Awards provides details of various federal programs benefitting the City.

BASIS OF ACCOUNTING

The City of North Liberty maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with U.S. generally accepted accounting principles. Therefore, when reviewing the financial information and discussion within this annual report, the reader should keep in mind the limitations resulting from the use of the cash basis of accounting.

REPORTING THE CITY'S FINANCIAL ACTIVITIES

Government-wide Financial Statement

One of the most important questions asked about the City's finances is, "Is the City as a whole better off or worse off as a result of the year's activities?" The Cash Basis Statement of Activities and Net Position reports information which helps answer this question.

The Cash Basis Statement of Activities and Net Position presents the City's cash basis net position. Over time, increases or decreases in the City's net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Cash Basis Statement of Activities and Net Position is divided into two kinds of activities:

- Governmental Activities include public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service and capital projects. Property taxes, tax increment financing and bond sale proceeds finance a significant portion of most of these activities.
- Business Type Activities include the water, sanitary sewer, and storm sewer utilities and utility deposits. These activities are financed primarily by user charges.

Fund Financial Statements

The City of North Liberty has two kinds of funds:

- 1) Governmental Funds account for most of the City's basic services. These focus on how money flows into and out of those funds, and the balances at year-end that are available for spending. The governmental funds include: 1) the General Fund, 2) the Special Revenue Funds, such as Road Use Tax and Urban Renewal Tax Increment, 3) the Debt Service Funds, and 4) the Capital Projects Funds. The governmental fund financial statements provide a detailed, short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs.

The required financial statements for governmental funds include a statement of cash receipts, disbursements and changes in cash balances.

- 2) Proprietary Funds account for the City's enterprise funds. Enterprise funds are used to report business type activities. The City maintains four enterprise funds to provide separate information on the Water, Sanitary Sewer and Storm Water utility funds and the Utility Deposits fund.

The required financial statements for proprietary funds include a statement of cash receipts, disbursements and changes in cash balances.

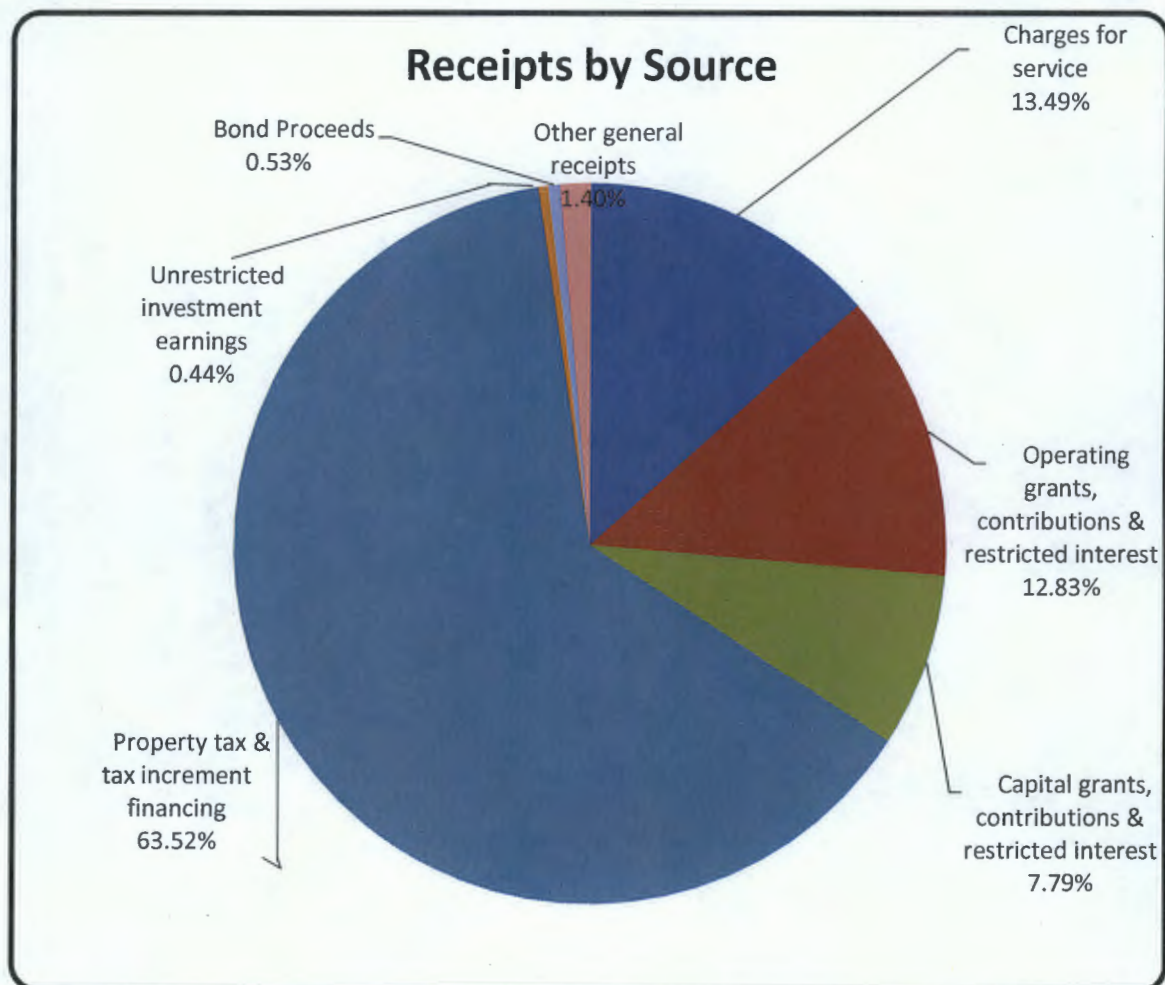
GOVERNMENT-WIDE FINANCIAL ANALYSIS

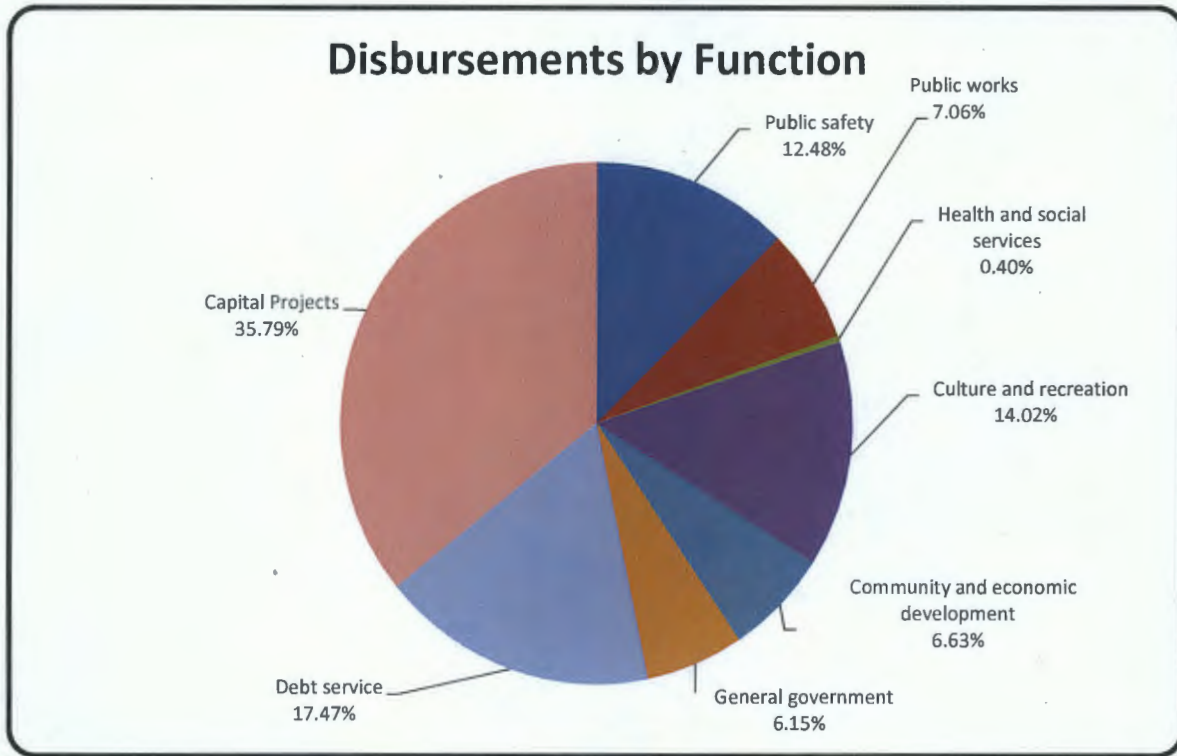
Net position may serve over time as a useful indicator of financial position. The City's cash basis net position for governmental activities decreased from a year ago, from approximately \$10,815,000 to \$6,396,000. The analysis that follows focuses on the changes in cash basis net position of governmental activities.

Changes in Cash Basis Net Position of Government Activities (Expressed in Thousands)

	Year ended June 30,	
	FY 2018	FY 2017
Receipts:		
Program Receipts:		
Charges for service	\$2,917	\$3,368
Operating grants, contributions and restricted interest	2,775	2,306
Capital grants, contributions and restricted interest	1,685	828
General Receipts:		
Property tax and tax increment financing	13,734	13,376
Unrestricted investment earnings	95	32
Bond and loan proceeds	114	7,297
Other general receipts	302	147
Total Receipts	\$21,622	\$27,354
Disbursements:		
Public safety	\$3,499	\$3,178
Public works	1,981	1,788

Health and social services	111	103
Culture and recreation	3,931	3,793
Community and economic development	1,860	1,723
General government	1,725	1,464
Debt service	4,899	5,310
Capital projects	10,035	8,883
Total Disbursements	\$28,041	\$26,242
Change in cash basis net position before transfers	(\$6,419)	\$1,112
Transfers, net	2,000	1,457
Change in cash basis net position	(\$4,419)	\$2,569
Cash basis net position, beginning of year	10,815	8,246
Cash basis net position, end of year	\$6,396	\$10,815





The City's total receipts for governmental activities decreased 20.95%, or approximately \$5,732,000. The total cost of all programs and services provided by the City increased by approximately \$1,800,000, or 6.86%. No new programs were added.

The City maintained the property tax rate for fiscal year 2018. With the growth in the City's taxable property, tax receipts increased approximately \$358,000 in fiscal year 2018. Because of the growth in taxable valuation in the City of North Liberty from \$757,979,781 in FY 2017 to \$823,841,329 in FY 2018, general property tax revenues increased by \$530,572 even though the City's general city tax levy remained at the maximum \$8.10 per \$1,000 of taxable valuation. The total city levy in FY 2018 was constant at \$11.03264 from the levy in FY 2017. The balance of the levy was made up of a \$0.88994 debt service levy and a \$2.04270 employee benefits levy.

The cost of all governmental activities this year was approximately \$28,041,000, compared to approximately \$26,242,000 last year. All categories saw an increase with more capital projects than the previous fiscal year.

Changes in Cash Basis Net Position of Business Type Activities
(Expressed in Thousands)

	Year Ended June 30,	
	2018	2017
Receipts:		
Program receipts:		
Charges for Service		
Water	\$3,726	\$3,315

Sanitary Sewer	4,487	4,077
Storm Water	204	198
Utility Deposits	165	166
Miscellaneous		
Water	2	91
Sanitary Sewer	345	179
Storm Water	1	2
General Receipts:		
Unrestricted interest on investments		
Water	1	1
Sanitary Sewer	1	1
Intergovernmental		
Sanitary Sewer	-	1,893
Bond and note proceeds	12,003	14,155
Total receipts	<u>\$20,935</u>	<u>\$24,078</u>
Disbursements:		
Water	\$14,399	\$8,443
Sanitary Sewer	4,217	9,445
Storm Water	152	356
Utility Deposits	158	169
Total Disbursements	<u>\$18,926</u>	<u>\$18,413</u>
Change in net cash basis net position before transfers	\$2,009	\$5,665
Transfers, net	<u>(2,000)</u>	<u>(1,457)</u>
Change in cash basis net position	\$9	\$4,208
Cash basis net position, beginning of year	9,222	5,014
Cash basis net position, end of year	<u>\$9,231</u>	<u>\$9,222</u>

Total business type activities receipts this fiscal year were approximately \$21 million compared to approximately \$24 million last year. There were no sales of new bond issues during the fiscal year. State Revolving Fund loan draws were higher due to additional water and sewer plant projects occurring concurrently in the fiscal year. Significant capital project costs in the current fiscal year continued from the previous fiscal year. The cash basis net position increased approximately \$9,000. Total disbursements for the fiscal year increased by approximately \$500,000, or 2.78%. In the upcoming fiscal year, these numbers should become relatively flat with the large capital projects being completed.

INDIVIDUAL MAJOR GOVERNMENTAL FUND ANALYSIS

As North Liberty completed the year, its governmental funds reported a combined fund balance of \$6,395,505, a decrease of approximately \$4,420,000 below last year's total of \$10,815,422. The following are the major reasons for the changes in fund balances of the major funds from the prior year.

General Fund

- The General Fund balance increased \$987,560 from the prior year to \$8,241,132. Property taxes increased by approximately \$531,000. Licenses and Permits increased by approximately \$186,000 due to several large building permit fees. Intergovernmental revenues increased almost \$77,000. Charges for service decreased by almost \$613,000. Some one-time fees were collected in the previous fiscal year. Public safety expenditures increased by approximately \$321,000 due to increased personnel costs in police and fire departments. Culture and recreation costs increased approximately \$140,000 due to additional programs and costs. General Government costs were approximately \$260,000 higher due to computer system upgrades and other costs. Capital project costs for fiscal year 2018 were more than \$1 million lower than in fiscal year 2017.

Special Revenue

- The Special Revenue, Urban Renewal Tax Increment fund cash balance remained the same. Collections of the tax increment financing receipts decreased by \$315,114. The City only draws what is necessary to cover costs from this funding source.
- The Special Revenue, Road Use Tax fund cash balance decreased by \$80,308. Additional funds are being allocated to street improvement projects and other capital improvement projects.

Debt Service – General Obligation Debt

- The Debt Service – General Obligation Debt cash balance decreased by approximately \$163,000 primarily from additional payments for refinancing several bond issues in the prior fiscal year.

Debt Service – Road Use Tax Bond Reserve

- The Debt Service – Road Use Tax Bond Reserve was funded for the first time in fiscal year 2012. The fund has \$149,740 in debt service reserve.

Capital Projects

- Highway 965 Improvements fund cash balance decreased by \$2,310,664 due to expenditures for project costs exceeding proceeds from bonds and grants received in the fiscal year.
- Street Capital Projects fund cash balance decreased by \$2,183,432 due to proceeds from bonds and grants for project costs not exceeding project expenditures in fiscal year 2018.

INDIVIDUAL MAJOR BUSINESS TYPE FUND ANALYSIS

- The Water Enterprise Fund cash basis net position decreased \$741,647 to \$3,194,931, due to project costs that were funded with cash on hand.
- The Sewer Enterprise Fund cash basis net position increased \$692,613 to \$5,435,524 due to capital projects that were cash flowed during previous years being replenished with borrowings during fiscal year 2018.

BUDGETARY HIGHLIGHTS

Over the course of the year, the City amended its budget once. The amendment was not deemed acceptable due to the publication containing the incorrect date. The City had sufficient cash balances to absorb the additional costs in the proposed amendment.

The actual disbursements for the year were less in all categories than budgeted except Capital Projects, which had an overage of approximately \$346,000, Health and Social Services, \$5,800, General Government, \$5,000, Debt Service \$162,000 and Business Type Activities \$9,750,000. These

would have been addressed if the amendment had been published appropriately. All other disbursements did not exceed budgeted amounts.

DEBT ADMINISTRATION

At June 30, 2018, the City had \$84,925,000 in bonds and long-term debt compared to \$90,688,000 last year, as shown below.

	Outstanding Debt at Year-End (Expressed in Thousands)	
	June 30	
	2018	2017
General obligation bonds	\$29,520	\$33,430
Rural Economic Development loan	200	240
Road Use Tax revenue bonds	1,160	1,275
Revenue bonds	54,045	55,743
Total	\$84,925	\$90,688

Debt decreased as a result of new debt incurred less than existing debts being retired. No bonds were sold in this fiscal year.

The City of North Liberty has a Moody's bond rating of Aa2 assigned by national rating agencies to the City's debt. The constitution of the State of Iowa limits the amount of general obligation debt cities can issue to 5% of the assessed value of all taxable property within the City's corporate limits. The City's outstanding general obligation debt of \$29,520,00 at June 30, 2018 is significantly below its constitutional debt limit of approximately \$76 million.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The City of North Liberty's elected and appointed officials considered many factors when setting the fiscal year 2019 budget, tax rates, and fees charged for various City activities. Economic indicators such as unemployment, tax base growth, and rollback increase were taken into account when adopting the budget for fiscal year 2019. Fiscal year 2019 continues the trend of multiple, large capital projects. If all of the budget estimates are realized, the City's budgeted cash balance is expected to remain relatively steady in the upcoming fiscal year.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Tracey Mulcahey, City Clerk, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317.

BASIC FINANCIAL STATEMENTS

CITY OF NORTH LIBERTY, IOWA

Cash Basis Statement of Activities and Net Position
(Page 1 of 2)

As of and for the Year Ended June 30, 2018

	Disbursements	Charges for Service	Program Receipts	
			Operating Grants, Contributions and Restricted Interest	Capital Grants, Contributions and Restricted Interest
Functions/Programs:				
Governmental activities:				
Public safety	\$ 3,498,753	\$ 131,628	\$ 297,654	\$ -
Public works	1,981,066	619,742	2,334,772	-
Health and social services	110,725	-	-	-
Culture and recreation	3,931,551	1,055,548	56,450	-
Community and economic development	1,859,840	17,195	82,825	-
General government	1,724,903	917,042	3,385	-
Debt service	4,899,061	-	-	-
Capital projects	10,035,175	175,224	-	1,684,866
Total governmental activities	28,041,074	2,916,379	2,775,086	1,684,866
Business type activities:				
Water	14,398,627	3,726,607	-	-
Sewer	4,217,406	4,487,448	-	300,074
Utility deposits	158,399	165,270	-	-
Stormwater management	151,860	203,679	-	-
Total business type activities	18,926,292	8,583,004	-	300,074
Total	\$ 46,967,366	\$ 11,499,383	\$ 2,775,086	\$ 1,984,940

General Receipts and Transfers:

Property and other city tax levied for:

General purposes

Debt service

Other purposes

Tax increment financing

Commercial/industrial tax replacement

Unrestricted interest on investments

Bond and loan proceeds

Miscellaneous

Sale of capital assets

Transfers

Total general receipts and transfers

Change in cash basis net position

Cash basis net position, beginning of year

Cash basis net position, end of year

Net (Disbursements) Receipts and
Changes in Cash Basis Net Position

Governmental Activities	Business Type Activities	Total
\$ (3,069,471)	\$ -	\$ (3,069,471)
973,448	-	973,448
(110,725)	-	(110,725)
(2,819,553)	-	(2,819,553)
(1,759,820)	-	(1,759,820)
(804,476)	-	(804,476)
(4,899,061)	-	(4,899,061)
(8,175,085)	-	(8,175,085)
(20,664,743)	-	(20,664,743)
-	(10,672,020)	(10,672,020)
-	570,116	570,116
-	6,871	6,871
-	51,819	51,819
-	(10,043,214)	(10,043,214)
(20,664,743)	(10,043,214)	(30,707,957)
6,755,610	-	6,755,610
847,683	-	847,683
1,664,844	-	1,664,844
4,074,528	-	4,074,528
390,763	-	390,763
95,189	1,617	96,806
113,946	12,002,785	12,116,731
177,206	48,103	225,309
124,748	-	124,748
2,000,309	(2,000,309)	-
16,244,826	10,052,196	26,297,022
(4,419,917)	8,982	(4,410,935)
10,815,422	9,222,362	20,037,784
\$ 6,395,505	\$ 9,231,344	\$ 15,626,849
(Exhibit B)	(Exhibit C)	

CITY OF NORTH LIBERTY, IOWA

**Cash Basis Statement of Activities and Net Position
(Page 2 of 2)**

As of and for the Year Ended June 30, 2018

Cash Basis Net Position

Restricted

Expendable:

Streets

Urban renewal

Capital equipment purchases

Property improvements

Employee benefits

Debt service

Hotel/motel tax

Tree purchases

Police

Housing rehabilitation

Capital projects

Utility deposits

Unrestricted

Total cash basis net position

See accompanying notes to financial statements.

Exhibit A

<u>Governmental</u> <u>Activities</u>	<u>Business Type</u> <u>Activities</u>	<u>Total</u>
\$ 1,342,075	\$ -	\$ 1,342,075
2,104,407	-	2,104,407
43,759	-	43,759
54,242	-	54,242
2,545	-	2,545
262,074	2,083,934	2,346,008
70,818	-	70,818
6,213	-	6,213
5,596	-	5,596
21,246	-	21,246
-	252,308	252,308
-	401,506	401,506
2,482,530	6,493,596	8,976,126
<u>\$ 6,395,505</u>	<u>\$ 9,231,344</u>	<u>\$ 15,626,849</u>

CITY OF NORTH LIBERTY, IOWA

Statement of Cash Receipts, Disbursements
and Changes in Cash Balances -
Governmental Funds
(Page 1 of 2)

As of and for the Year Ended June 30, 2018

	General Fund	Special Revenue	
		Urban Renewal Tax Increment	Road Use Tax
Receipts:			
Property tax	\$ 6,677,559	\$ -	\$ -
Tax increment financing	-	4,074,528	-
Other city tax	299,170	-	-
Licenses and permits	575,399	-	-
Use of money and property	221,864	-	-
Intergovernmental	624,666	-	2,334,772
Charges for service	1,943,556	-	-
Miscellaneous	472,404	-	-
Total receipts	10,814,618	4,074,528	2,334,772
Disbursements:			
Operating:			
Public safety	3,498,753	-	-
Public works	818,241	-	1,162,825
Health and social services	110,725	-	-
Culture and recreation	3,931,551	-	-
Community and economic development	748,565	1,111,275	-
General government	1,724,903	-	-
Debt service	-	-	-
Capital projects	1,452,773	-	-
Total disbursements	12,285,511	1,111,275	1,162,825
Excess (deficiency) of receipts over (under) disbursements	(1,470,893)	2,963,253	1,171,947
Other financing sources (uses):			
State Revolving Fund loan draws	113,946	-	-
Sale of capital assets	-	-	-
Operating transfers in	3,533,726	-	-
Operating transfers (out)	(1,189,219)	(2,963,253)	(1,252,255)
Total other financing sources (uses)	2,458,453	(2,963,253)	(1,252,255)
Net change in cash balances	987,560	-	(80,308)
Cash balances, beginning of year	7,253,572	1,514,312	1,416,695
Cash balances, end of year	\$ 8,241,132	\$ 1,514,312	\$ 1,336,387

Debt Service		Capital Projects		Other	Total
General Obligation Debt	Road Use Tax - Bond Reserve	Highway 965 Improvements	Street Capital Projects	Nonmajor Governmental Funds	
\$ 839,083	\$ -	\$ -	\$ -	\$ 1,645,185	\$ 9,161,827
-	-	-	-	-	4,074,528
8,600	-	-	-	19,659	327,429
-	-	-	-	-	575,399
-	-	-	-	28	221,892
38,273	-	5,000	-	929,142	3,931,853
-	-	-	-	-	1,943,556
-	-	-	665,146	8,120	1,145,670
<u>885,956</u>	<u>-</u>	<u>5,000</u>	<u>665,146</u>	<u>2,602,134</u>	<u>21,382,154</u>
-	-	-	-	-	3,498,753
-	-	-	-	-	1,981,066
-	-	-	-	-	110,725
-	-	-	-	-	3,931,551
-	-	-	-	-	1,859,840
-	-	-	-	-	1,724,903
4,899,061	-	-	-	-	4,899,061
-	-	2,315,664	4,684,308	1,582,430	10,035,175
<u>4,899,061</u>	<u>-</u>	<u>2,315,664</u>	<u>4,684,308</u>	<u>1,582,430</u>	<u>28,041,074</u>
<u>(4,013,105)</u>	<u>-</u>	<u>(2,310,664)</u>	<u>(4,019,162)</u>	<u>1,019,704</u>	<u>(6,658,920)</u>
-	-	-	-	-	113,946
-	-	-	124,748	-	124,748
3,850,116	-	-	1,710,982	63,046	9,157,870
-	-	-	-	(1,752,834)	(7,157,551)
<u>3,850,116</u>	<u>-</u>	<u>-</u>	<u>1,835,730</u>	<u>(1,689,788)</u>	<u>2,239,003</u>
(162,989)	-	(2,310,664)	(2,183,432)	(670,084)	(4,419,917)
275,323	149,740	1,090,404	(869,896)	(14,728)	10,815,422
<u>\$ 112,334</u>	<u>\$ 149,740</u>	<u>\$ (1,220,260)</u>	<u>\$ (3,053,328)</u>	<u>\$ (584,812)</u>	<u>\$ 6,395,505</u>

(Exhibit A)

CITY OF NORTH LIBERTY, IOWA

Statement of Cash Receipts, Disbursements
and Changes in Cash Balances -
Governmental Funds
(Page 2 of 2)

As of and for the Year Ended June 30, 2018

	General Fund	Special Revenue	
		Urban Renewal Tax Increment	Road Use Tax
Cash basis fund balances:			
Restricted for:			
Street operations	\$ -	\$ -	\$ 1,336,387
Street capital projects	-	-	-
Urban renewal purposes	-	1,514,312	-
Urban renewal projects	-	-	-
Capital equipment purchases	-	-	-
Property improvements	-	-	-
Employee benefits	-	-	-
Debt service	-	-	-
Hotel/motel tax	70,818	-	-
Tree purchases	6,213	-	-
Police	5,596	-	-
Housing rehabilitation	21,246	-	-
Assigned for:			
Capital equipment purchases	872,845	-	-
Street capital projects	2,239,289	-	-
Park development	170,614	-	-
Stormwater capital projects	42,999	-	-
Information technology upgrades	73,389	-	-
Youth scholarships/recreation capital equipment	52,313	-	-
Land clearing	-	-	-
Street light décor	-	-	-
Unassigned	4,685,810	-	-
Total cash basis fund balances	\$ 8,241,132	\$ 1,514,312	\$ 1,336,387

See accompanying notes to financial statements.

Debt Service		Capital Projects		Other	Total
General Obligation Debt	Road Use Tax - Bond Reserve	Highway 965 Improvements	Street Capital Projects	Nonmajor Governmental Funds	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,336,387
-	-	-	-	5,688	5,688
-	-	-	-	-	1,514,312
-	-	-	-	590,095	590,095
-	-	-	-	43,759	43,759
-	-	-	-	54,242	54,242
-	-	-	-	2,545	2,545
112,334	149,740	-	-	-	262,074
-	-	-	-	-	70,818
-	-	-	-	-	6,213
-	-	-	-	-	5,596
-	-	-	-	-	21,246
-	-	-	-	-	872,845
-	-	-	-	40,993	2,280,282
-	-	-	-	-	170,614
-	-	-	-	-	42,999
-	-	-	-	-	73,389
-	-	-	-	-	52,313
-	-	-	19,354	-	19,354
-	-	-	11,797	-	11,797
-	-	(1,220,260)	(3,084,479)	(1,422,134)	(1,041,063)
<u>\$ 112,334</u>	<u>\$ 149,740</u>	<u>\$ (1,220,260)</u>	<u>\$ (3,053,328)</u>	<u>\$ (684,812)</u>	<u>\$ 6,395,505</u>

CITY OF NORTH LIBERTY, IOWA

Exhibit C

Statement of Cash Receipts, Disbursements
and Changes in Cash Balances -
Proprietary Funds

As of and for the Year Ended June 30, 2018

	Water Enterprise	Sewer Enterprise	Other Nonmajor Proprietary Funds	Total
Operating receipts:				
Charges for service	\$ 3,726,607	\$ 4,487,448	\$ 368,949	\$ 8,583,004
Miscellaneous	2,301	44,517	1,285	48,103
Total operating receipts	3,728,908	4,531,965	370,234	8,631,107
Operating disbursements:				
Business type activities	1,967,953	1,315,932	310,259	3,594,144
Excess of operating receipts over operating disbursements	1,760,955	3,216,033	59,975	5,036,963
Non-operating receipts (disbursements):				
Interest on investments	869	748	-	1,617
Miscellaneous	-	300,074	-	300,074
Debt service	(778,139)	(1,754,287)	-	(2,532,426)
Capital projects	(11,652,535)	(1,147,187)	-	(12,799,722)
Net non-operating receipts (disbursements)	(12,429,805)	(2,600,652)	-	(15,030,457)
Excess (deficiency) of receipts over (under) disbursements	(10,668,850)	615,381	59,975	(9,993,494)
Other financing sources (uses):				
State Revolving Fund loan draws				
Water	11,175,288	-	-	11,175,288
Sewer	-	759,787	-	759,787
Stormwater Management	-	-	67,710	67,710
Operating transfers:				
Operating transfers in	1,386,503	2,433,113	-	3,819,616
Operating transfers (out)	(2,634,588)	(3,115,668)	(69,669)	(5,819,925)
Total other financing sources (uses)	9,927,203	77,232	(1,959)	10,002,476
Net change in cash balances	(741,647)	692,613	58,016	8,982
Cash balances, beginning of year	3,936,578	4,742,911	542,873	9,222,362
Cash balances, end of year	\$ 3,194,931	\$ 5,435,524	\$ 600,889	\$ 9,231,344
				(Exhibit A)
Cash basis fund balances:				
Restricted for:				
Debt service	\$ 1,318,409	\$ 765,525	\$ -	\$ 2,083,934
Capital projects	252,308	-	-	252,308
Utility deposits	-	-	401,506	401,506
Unrestricted	1,624,214	4,669,999	199,383	6,493,596
Total cash basis fund balances	\$ 3,194,931	\$ 5,435,524	\$ 600,889	\$ 9,231,344

See accompanying notes to financial statements.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of North Liberty, Iowa is a political subdivision of the State of Iowa located in Johnson County. It was first incorporated in 1913 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council form of government with the Mayor and Council Members elected on a nonpartisan basis. The City provides numerous services to citizens including public safety, public works, health and social services, culture and recreation, community and economic development, utilities and general government services.

A. Reporting Entity and Jointly Governed Organizations

For financial reporting purposes, the City of North Liberty, Iowa has included all funds, organizations, agencies, boards, commissions and authorities. The City has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and 1) the ability of the City to impose its will on that organization or 2) the potential for the organization to provide specific benefits or impose specific financial burdens on the City. The City has no component units which meet the Governmental Accounting Standards Board criteria.

The City also participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is not ongoing financial interest or responsibility by the participating governments. The City and its officials are members of various jointly governed organizations, including the Johnson County Assessors Conference Board, Johnson County Joint E911 Service Board, Metropolitan Planning Organization of Johnson County, East Central Iowa Council of Governments, and the Johnson County Compensation Board.

B. Basis of Presentation

Government-wide Financial Statement - The Cash Basis Statement of Activities and Net Position reports information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from this statement. Governmental activities, which are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for services.

The Cash Basis Statement of Activities and Net Position presents the City's nonfiduciary net position. Net position is reported in the following categories/components:

Nonexpendable restricted net position is subject to externally imposed stipulations which require the cash balance to be maintained permanently by the City. The City has no net position required to be reported in this category.

Expendable restricted net position results when constraints placed on the use of cash balances are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of cash balances that do not meet the definitions of the preceding categories. Unrestricted net position often has constraints on resources imposed by management, which can be removed or modified.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Cash Basis Statement of Activities and Net Position demonstrates the degree to which the direct disbursements of a given function are offset by program receipts. Direct disbursements are those clearly identifiable with a specific function. Program receipts include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants, contributions and interest on investments restricted to meeting the operational or capital requirements of a particular function. Property tax and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements - Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor governmental funds.

The City reports the following major governmental funds:

The General Fund is the general operating fund of the City. All general tax receipts and other receipts not allocated by law or contractual agreement to some other fund are accounted for in this fund. From the fund are paid the general operating disbursements, the fixed charges and the capital improvement costs that are not paid from other funds.

Special Revenue:

The Urban Renewal Tax Increment Fund is used to account for urban renewal projects and repayment of general obligation debt attributable to urban renewal purposes financed by tax increment financing collections.

The Road Use Tax Fund is used to account for the road use tax allocation from the State of Iowa to be used for road construction and maintenance.

Debt Service:

The Debt Service Fund - General Obligation Debt Fund is utilized to account for the payment of interest and principal on the City's general long-term debt.

The Debt Service Fund - Road Use Tax Bond Reserve Fund is utilized to account for the required reserve fund that must be maintained in accordance with the terms of the City's road use tax revenue bond.

Capital Projects:

The Capital Projects Fund - Highway 965 Improvements Fund is used to account for improvements to the main arterial highway through the City.

The Capital Projects Fund - Street Capital Projects Fund is used to account for improvements to other streets within the City.

The City reports the following major proprietary funds:

The Water Enterprise Fund accounts for the operation and maintenance of the City's water system.

The Sewer Enterprise Fund accounts for the operation and maintenance of the City's waste water treatment and sanitary sewer system.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus and Basis of Accounting

The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with accounting principles generally accepted in the United States of America.

Under the terms of grant agreements, the City funds certain programs with a combination of specific cost-reimbursement grants, categorical block grants and general receipts. Thus, when program disbursements are paid, there are both restricted and unrestricted cash basis net position available to finance the programs. Generally, it is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants and then with general receipts.

When a disbursement in governmental funds can be paid using either restricted or unrestricted resources, the City's policy is generally to first apply the disbursement toward restricted fund balance and then to less-restrictive classifications - committed, assigned and then unassigned fund balances.

Proprietary funds distinguish operating receipts and disbursements from nonoperating items. Operating receipts and disbursements generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. All receipts and disbursements not meeting this definition are reported as nonoperating receipts and disbursements.

D. Governmental Cash Basis Fund Balances

In the governmental fund financial statements, cash basis fund balances are classified as follows:

Restricted - Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors, or state or federal laws or imposed by law through constitutional provisions or enabling legislation.

Assigned - Amounts the Council intends to use for specific purposes.

Unassigned - All amounts not included in the preceding classifications.

E. Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Other Information. During the year ended June 30, 2018, disbursements in the health and social services, general government, debt service, capital projects and business type activities functions exceeded budgeted amounts.

F. Property Tax Calendar

The City's property taxes were extended against the assessed valuation of the City as of January 1, 2016, to compute the amounts which became liens on property on July 1, 2017. These taxes were due and payable by the property owners in two installments on September 30, 2017 and March 31, 2018, at the Johnson County Treasurer's Office. These taxes are recognized as income to the City when they are received from the county.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 2. CASH AND POOLED INVESTMENTS

The City's deposits in banks and credit unions at June 30, 2018 were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. From July 1, 2017 and until July 25, 2017, the City had \$38,990 in excess of federal depository insurance coverage at a bank not authorized until July 25, 2017. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

The City is authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

The City does not have any investments that are subject to fair value guidance as set forth in Governmental Accounting Standards Board Statement No. 72, *Fair Value Measurement and Application*.

Interest rate risk - The City's investment policy limits the investment of operating funds (funds expected to be expended in the current budget year or within 15 months of receipt) to instruments that mature within 397 days. Funds not identified as operating funds may be invested in investments with maturities longer than 397 days, but the maturities shall be consistent with the needs and uses of the City.

NOTE 3. BONDS AND NOTES PAYABLE

Annual debt service requirements to maturity for general obligation, road use tax revenue and enterprise fund revenue bonds at June 30, 2018 are as follows:

Year Ending June 30,	General Obligation Bonds		Road Use Tax Revenue Bonds	
	Principal	Interest	Principal	Interest
2019	\$ 4,320,000	\$ 646,881	\$ 115,000	\$ 28,540
2020	4,325,000	557,866	120,000	26,240
2021	4,190,000	467,636	120,000	23,840
2022	3,530,000	380,279	125,000	21,440
2023	3,550,000	304,066	130,000	18,690
2024-2028	9,085,000	537,663	550,000	40,520
2029-2033	520,000	13,000	-	-
2034-2037	-	-	-	-
Total	<u>\$ 29,520,000</u>	<u>\$ 2,907,391</u>	<u>\$ 1,160,000</u>	<u>\$ 159,270</u>

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 3. BONDS AND NOTES PAYABLE (Continued)

Year Ending June 30,	Enterprise Fund Revenue Bonds		Total	
	Principal	Interest	Principal	Interest
2019	\$ 1,744,000	\$ 873,824	\$ 6,179,000	\$ 1,549,245
2020	1,880,000	845,834	6,325,000	1,429,940
2021	2,619,000	809,507	6,929,000	1,300,983
2022	2,478,000	759,162	6,133,000	1,160,881
2023	2,513,000	710,880	6,193,000	1,033,636
2024-2028	13,935,000	2,830,937	23,570,000	3,409,120
2029-2033	15,499,000	1,660,472	16,019,000	1,673,472
2034-2037	13,377,000	492,138	13,377,000	492,138
Total	\$ 54,045,000	\$ 8,982,754	\$ 84,725,000	\$ 12,049,415

General Obligation Urban Renewal Corporate Purpose (Tax Increment Financing) Bonds

The City has issued several general obligation urban renewal corporate purpose (tax increment financing) bonds for the purpose of defraying a portion of the costs of various construction and refurbishment projects within the City's urban renewal districts. Portions of certain other issued general obligation bonds were for the same purposes. The bonds are payable in part or in full from the tax increment financing (TIF) receipts generated by increased property values in the City's TIF districts and which are credited to the Special Revenue - Urban Renewal Tax Increment Fund in accordance with Chapter 403.19 of the Code of Iowa. TIF receipts are generally projected to produce 100 percent of the debt service requirements over the life of the bonds. The proceeds from the sales of the bonds shall be expended only for purposes which are consistent with the plans of the City's urban renewal areas. The bonds are not a general obligation of the City, however, the debt is subject to the constitutional debt limitation of the City. At June 30, 2018, the outstanding amounts on these bonds totaled approximately \$19,435,000, which are payable through June 1, 2029. Total interest remaining payable on the bonds at June 30, 2018 was approximately \$1,922,800. During the year, principal and interest paid on these bonds totaled approximately \$2,565,000 and \$470,700, respectively. Tax increment financing receipts during the year were \$4,074,528.

Revenue Bonds

The City has pledged future water customer receipts, net of specified operating disbursements, to repay four outstanding water revenue bond issues totaling \$26,047,000. The bonds were issued between November 2012 and April 2017. Proceeds from the sales of the bonds provided financing for the construction of several water system improvement projects in the City and to refinance the 2008 water revenue bonds. The bonds are payable solely from water customer defined net receipts and are payable through June 2037. Annual principal and interest payments on the bonds are expected to require less than 40 percent of defined net receipts. At June 30, 2018, total principal and interest remaining to be paid on the bonds was \$29,292,281. Principal and interest paid on all bonds totaled \$461,000 and \$299,139, respectively. Total defined water operating net receipts during the year were \$1,934,311.

The City has pledged future sewer customer receipts, net of specified operating disbursements, to repay seven sewer revenue bond issues totaling \$37,816,000. The bonds were issued between March 1998 and October 2016. Proceeds from the sales of the bonds provided financing for the construction of and improvements to the waste water treatment plant and for soil quality restoration projects. The bonds are payable solely from sewer customer defined net receipts and are payable through June 2037. Annual principal and interest payments on the bonds are expected to require less than 55 percent of defined net receipts. At June 30, 2018, total principal and interest remaining to be paid on the bonds was \$33,735,474. Principal and interest paid on all bonds totaled \$1,237,000 and \$499,874, respectively. Total defined sewer operating net receipts during the year were \$3,289,284.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 3. BONDS AND NOTES PAYABLE (Continued)

The resolutions providing for the issuance of the enterprise fund revenue notes and bonds include the following provisions:

- (a) The notes and bonds will only be redeemed from the future earnings of the enterprise activity and the note and bond holders hold a lien on the future earnings of the funds.
- (b) Sufficient monthly cash transfers shall be made to separate sewer and water revenue sinking accounts for the purpose of making the principal and interest payments when due.
- (c) The provisions of the Water Revenue Refunding Bond Series 2014B require that \$541,255 be set aside into the Water Reserve Fund and maintained until all water revenue bonds of the City have been fully redeemed.

The provisions of the Sewer Revenue Refunding Bond Series 2014A require that \$307,105 be set aside into the Sewer Reserve Fund and maintained until all sewer revenue bonds of the City have been fully redeemed.

- (d) All funds remaining in the sewer rental and water utilities accounts after the payments of all maintenance and operating expenses and required transfers shall be placed in separate water and sewer revenue surplus accounts. These accounts are restricted for the purpose of paying any deficiency in the sinking funds. As long as the sinking funds have the full amount required to be deposited, any balance in the surplus funds may be made available to the City as the Council may from time to time direct.
- (e) User rates shall be established at a level which produces and maintains defined net receipts at the following levels:

Water - equal to at least 120% of the average amount that will come due in any fiscal year during the life of the water revenue bond issues and only during years in which water revenue bonds not funded by the State Revolving Fund are outstanding.

Sewer - equal to at least 125% of the average amount that will come due in any fiscal year during the life of the sewer revenue bond issues, and equal to at least 125% of the maximum amount that will come due in any fiscal year during the life of the sewer revenue bonds. Or and after June 1, 2026, these percentages decrease to 110% for all outstanding sewer revenue bond issues.

The City has pledged future road use tax receipts to repay one road use tax revenue bond issue totaling \$1,815,000. The bonds were issued in March 2012. Proceeds from the sale of the bonds provided financing to pay for a portion of the construction costs of the public works/streets department facility. The bonds are payable solely from future road use tax receipts and are payable through June 2027. At June 30, 2018, total principal and interest remaining to be paid on the bonds was \$1,319,270. During the year, principal and interest paid on the bonds totaled \$115,000 and \$30,840, respectively.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 3. BONDS AND NOTES PAYABLE (Continued)

Rural Economic Development Loan

During the year ended June 30, 2013, the City received a Rural Economic Development Loan of \$360,000 from Linn County Rural Electric Cooperative Association to provide funds for construction of a portion of the library expansion project. The loan is dated May 8, 2013 and has an interest rate of 0%. The loan is due in annual installments of \$40,000 beginning May 8, 2015, and continuing annually thereafter until final payment on May 8, 2023. There is an annual administrative fee of 1% based on the outstanding principal balance. During the year ended June 30, 2018, \$40,000 was paid on the loan and the balance of the loan at June 30, 2018 was \$200,000.

Annual maturities of the loan at June 30, 2018 are as follows:

Year ending June 30, 2019	\$	40,000
2020		40,000
2021		40,000
2022		40,000
2023		40,000
	<u>\$</u>	<u>200,000</u>

Interest Rate Reduction

On October 24, 2017, the City Council approved a resolution providing for the reduction of the interest rate on the 2007 sewer revenue bonds from 3.00% to 1.75% effective December 1, 2017. The estimated interest savings due to the interest rate reduction is \$325,144.

NOTE 4. PENSION PLAN

Plan Description - IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at P.O. Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code Chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits - A regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, anytime after reaching age 62 with 20 or more years of covered employment, or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. These qualifications must be met on the member's first month of entitlement to benefits. Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier based on years of service.
- The member's highest five-year average salary, except members with service before June 30, 2012 will use the highest three-year average salary as of that date will be used if it is greater than the highest five-year average salary.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 4. PENSION PLAN (Continued)

Protection occupation members may retire at normal retirement age, which is generally age 55. The formula used to calculate a protection occupation member's monthly IPERS benefit includes:

- 60% of average salary after completion of 22 years of service, plus an additional 1.5% of average salary for more than 22 years of service but not more than 30 years of service.
- The member's highest three-year average salary.

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25 percent for each month that the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50 percent for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payment.

Disability and Death Benefits - A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or recalculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions - Contribution rates are established by IPERS following the annual actuarial valuation, which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. State statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires that the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2018, pursuant to the required rates, Regular members contributed 5.95% of covered payroll and the City contributed 8.93% of covered payroll, for a total rate of 14.88%. Protection Occupation members contributed 6.56% of covered payroll and the City contributed 9.84% of covered payroll, for a total rate of 16.40%.

The City's contributions to IPERS for the year ended June 30, 2018 totaled \$552,988.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 4. PENSION PLAN (Continued)

Net Pension Liability, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2018, the City reported a liability of \$3,766,217 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2017, the City's proportion was 0.056538%, which was an increase of 0.000068% from its proportion measured as of June 30, 2016.

For the year ended June 30, 2018, the City's pension expense, deferred outflows of resources and deferred inflows of resources totaled \$642,888, \$1,786,998 and \$1,023,919, respectively.

There were no non-employer contributing entities to IPERS.

Actuarial Assumptions - The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of Inflation (effective June 30, 2017)	2.60% per annum.
Rates of salary increase (effective June 30, 2017)	3.25% to 16.25%, average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00%, compounded annually, net of investment expense, including inflation.
Wage growth (effective June 30, 2017)	3.25% per annum, based on 2.60% inflation and 0.65% real wage inflation.

The actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study dated March 24, 2017.

Mortality rates were based on the RP-2000 Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale AA.

The long-term expected rate of return on IPERS' investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 4. PENSION PLAN (Continued)

Asset Class	Asset Allocation Percentage	Long-Term Expected Real Rate of Return
Domestic equity	24.0%	6.25%
International equity	16.0	6.71
Core plus fixed income	27.0	2.25
Public credit	3.5	3.46
Public real assets	7.0	3.27
Cash	1.0	(0.31)
Private equity	11.0	11.15
Private real assets	7.5	4.18
Private credit	3.0	4.25
Total	<u>100.0%</u>	

Discount Rate - The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed employee contributions will be made at the contractually required rate and contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, IPERS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on IPERS' investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.00 percent) or 1% higher (8.00 percent) than the current rate:

City's proportionate share of the net pension liability:

1% decrease (6.00%)	\$ 6,970,713
Discount rate (7.00%)	3,766,217
1% increase (8.00%)	1,074,473

IPERS' Fiduciary Net Position - Detailed information about IPERS' fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS' website at www.ipers.org.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 5. COMPENSATED ABSENCES

City employees accumulate a limited amount of earned but unused vacation and compensatory hours for subsequent use or for payment upon retirement, termination or death. These accumulations are not recognized as disbursements by the City until used or paid. The City's approximate liability for earned vacation and compensatory time payments payable to employees at June 30, 2018, primarily relating to the General Fund, is as follows:

<u>Type of Benefit</u>	<u>Amount</u>
Compensatory time	\$ 41,823
Vacation	317,388
Total	<u>\$ 359,211</u>

This liability has been computed based on rates of pay as of June 30, 2018.

Sick leave is payable when used. It is not paid upon termination, retirement or death. The approximate liability for unused sick leave at June 30, 2018, based on rates of pay as of June 30, 2018, is \$1,225,523.

NOTE 6. SOLID WASTE DISPOSAL CONTRACT

An agreement between the City and Johnson County Refuse for the period July 1, 2014 through June 30, 2019, provides the City and its citizens with solid waste collection and disposal services. The agreement providing for the services includes the following provisions:

- (a) The City shall pay the contractor a monthly charge (\$4.25 through October 11, 2016, amended to \$5.15 after October 11, 2016) for each single and two-family dwelling unit. These fees are for recyclables.
- (b) The fees for non-recyclable wastes are based on the current Iowa City Landfill tipping fee schedule and are subject to change in the event landfill fees increase or decrease.

This agreement was replaced by a new agreement effective July 1, 2018, which provides for changes in charges depending on the various types and frequencies of solid waste and recyclables collection provided to residents.

NOTE 7. TRANSIT SERVICES CONTRACT

An agreement for the period July 1, 2013 through June 30, 2014, between the City and the City of Coralville, provides the City and its citizens with limited transit services. The agreement providing for these services includes the following provisions:

- (a) The City shall pay the City of Coralville a monthly charge for the operating cost per hour for the number of hours of transit services provided each month.
- (b) The City shall pay the City of Coralville for the amount the City of Coralville pays to Johnson County SEATS for paratransit services provided to citizens of the City of North Liberty.
- (c) All fares collected shall be kept by the City of Coralville.
- (d) The agreement will automatically be renewed on a year-to-year basis unless one party gives notice to the other party no later than November 1 in a given year of its intent to terminate the agreement.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 8. CONSTRUCTION CONTRACTS

The City has entered into various contracts with construction and engineering services companies totaling approximately \$51,000,000. The unpaid balances at June 30, 2018 totaled approximately \$11,000,000, which will be paid as work on the projects progresses.

NOTE 9. DEFICIT BALANCES

The following capital projects funds had deficit balances at June 30, 2018, because the project and construction costs were incurred prior to availability of funds:

Capital Projects - Highway 965 Improvements	\$ 1,220,260
Capital Projects - Street Capital Projects	3,053,328
Capital Projects - Ranshaw House Project	121,661
Capital Projects - Penn Street Improvements	970,596
Capital Projects - Trail Projects	329,877

The following capital reserve account within the General Fund had a deficit balance at June 30, 2018 because project costs were incurred prior to availability of funds:

General Fund - Park Development	\$ 1,060,976
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The following capital projects account within the Sewer Enterprise Fund had a deficit balance at June 30, 2018 because project and construction costs were incurred prior to availability of funds:

Sewer Capital Projects	\$ 1,282,069
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The deficit balances in these capital projects funds and accounts arose because project and construction costs were incurred prior to the availability of funds. These deficits will be eliminated with several sources of funds, but not limited to, proceeds from debt financing, grants, future tax increment financing collections and available funds in the water and sewer enterprise funds and other general City funds.

NOTE 10. RISK MANAGEMENT

The City of North Liberty is exposed to various risks of loss related to torts, theft, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. These risks are covered by the purchase of commercial insurance. The City assumes liability for any deductibles and claims in excess of coverage limitations. Settled claims from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 11. LEASE COMMITMENTS

The City entered into a lease agreement effective May 1, 2014 to lease commercial space for the City administration offices and Council chambers for the period May 1, 2014 to December 31, 2018. This agreement supersedes a lease agreement for similar facilities for the period from April 1, 2011 to December 31, 2015. The current lease agreement provides for the option to exercise up to four additional extensions of six months each at a rate not to exceed the previous year's rate plus three percent increase per annum. The current lease also provides for additional rent based on the excess of the assessed value of the property over \$1,480,510.

Lease payments are due in six month intervals each January 15 and July 15. Lease expense for the year ended June 30, 2018 was \$187,159, which included additional rent of \$11,323 based on the assessed value of the property.

Future minimum commitments under this lease as of June 30, 2018 are as follows:

Year ending June 30, 2019	\$ 90,564
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NOTE 12. OTHER POST-EMPLOYMENT BENEFITS (OPEB)

Plan Description - The City operates a single-employer health benefit plan which provides medical and prescription drug benefits for employees, retirees and their qualified beneficiaries. Group insurance benefits are established under Iowa Code Section 509A.13. The City finances the health benefit plan with Wellmark on a pay-as-you-go basis. The most recent active member monthly premium costs for the City and the plan members are \$430 for single coverage, \$783 for employee/dependent coverage, \$844 for employee/spouse coverage and \$1,248 for family coverage. During the year ended June 30, 2018, the City contributed \$950,364 and plan members eligible for benefits contributed \$135,327 to the plan. At June 30, 2018, no assets have been accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

OPEB Benefits - Employees of the City that are eligible to participate in the group health plan are eligible to continue coverage when a "qualifying event" would normally result in the loss of eligibility. "Qualifying events" are defined in the City's employee manual. Retirees and their beneficiaries under age 65 are required to pay the full cost for the continuing coverage. Continuing coverage is available until the employees and their beneficiaries attain age 65. The cost of the continuing coverage is the same as the cost for active employees, which results in an implicit rate subsidy.

At June 30, 2018, the following employees were covered by the benefit plan:

Inactive employees or beneficiaries currently receiving benefits.	1
Active employees	86
	87

NOTE 13. CONDUIT DEBT OBLIGATIONS

During the year ended June 30, 2011, the City issued a total of \$2,032,000 of Midwest Disaster Area Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of commercial facilities in the community. The outstanding principal amount on the bonds at June 30, 2018 totaled \$707,731. The bonds are secured by property purchased with the bond proceeds and are payable solely from payments received on the underlying mortgage loans, derived from rents payable by the tenants. The bond principal and interest do not constitute liabilities of the City, and neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the bonds.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 14. ECONOMIC DEVELOPMENT LOANS

The City entered into two economic development loan agreements with two local business entities during the year ended June 30, 2015. The loan proceeds to these entities are to be used to increase permanent employment opportunities in the City, increase the local property tax base and diversify the City's economic composition. Details of the loan agreements are as follows:

Agreement dated August 26, 2014, with BlendCard, Inc., in the amount of \$25,000. Monthly repayment of \$460 beginning on November 26, 2014, and continuing on the 26th day of each month thereafter until October 26, 2019, on which date the remaining unpaid indebtedness is due in full. Interest at a rate of four percent (4%) per annum is due on the unpaid balance throughout the term of the note. No repayments were received on the note during the year ended June 30, 2018. The balance due on the loan at June 30, 2018 was \$19,693. The City filed a claim on this note and a judgement was entered in favor of the City. The City received \$19,838 in September 2018 to satisfy payment of the note.

Agreement dated November 25, 2014, with Moxie Solar LLC, in the amount of \$25,000. Monthly repayment of \$465 beginning on February 25, 2015, and continuing on the 25th day of each month thereafter until January 25, 2020, on which date the remaining unpaid indebtedness is due in full. Interest at a rate of four percent (4%) per annum is due on the unpaid balance throughout the term of the note. During the year ended June 30, 2018, the City received repayments of \$2,790, of which \$277 was applied to interest on the note and \$2,513 was applied to principal. The balance due on the loan at June 30, 2018 was \$12,484.

NOTE 15. TAX ABATEMENTS

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

City Tax Abatements

The City provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or pay the developers a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2018, the City abated \$1,095,692 of property tax under the urban renewal and economic development projects.

Tax Abatements of Other Entities

During the year ended June 30, 2018, there were no agreements entered into by other entities that reduced property tax revenues of the City.

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 16. INTERFUND AND INTRAFUND TRANSFERS

Transfers generally move resources from the fund statutorily required to collect the resources to the fund statutorily required to disburse the resources, move resources to facilitate the payment of principal and interest on bonds and notes payable, and move resources for the acquisition of major equipment purchases and capital projects.

The detail of interfund transfers for the year ended June 30, 2018 is as follows:

<u>Transfer To</u>	<u>Transfer From</u>	<u>Amount</u>
General Fund	Water Enterprise -	
	Water Operating	\$ 356,855
	Sewer Enterprise -	
	Sewer Operating	356,855
	Stormwater Management	
	Enterprise	39,669
	Special Revenue -	
	Employee Benefits	1,735,834
Capital Projects -		
Library Expansion	7,000	
		<u>2,496,213</u>
Debt Service Fund - General Obligation Debt	Special Revenue -	
	Urban Renewal Tax Increment	2,963,253
	Special Revenue -	
	Road Use Tax	161,933
	Water Enterprise -	
	Water Revenue Sinking	391,230
	Sewer Enterprise -	
Sewer Revenue Sinking	333,700	
		<u>3,850,116</u>
General Fund - Equipment Revolving	Special Revenue -	
	Road Use Tax	224,342
	Sewer Enterprise -	
	Sewer Operating	12,000
	Stormwater Management	
Enterprise	10,000	
		<u>246,342</u>
Capital Projects - Street Capital Projects	General Fund	15,000
	General Fund -	
	Transportation Fees	330,002
	Special Revenue -	
	Road Use Tax	865,980
	Water Enterprise -	
	Water Operating	300,000
Water Enterprise -		
Water Capital Projects	200,000	
		<u>1,710,982</u>

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 16. INTERFUND AND INTRAFUND TRANSFERS (Continued)

<u>Transfer To</u>	<u>Transfer From</u>	<u>Amount</u>
General Fund - Recreation Equipment	Capital Projects - Library Expansion	<u>10,000</u>
Capital Projects - Land and Facilities	General Fund	<u>63,046</u>
Sewer Enterprise - Sewer Rental - Capital Reserve	Stormwater Management Enterprise	<u>20,000</u>
Total Interfund Transfers		<u><u>\$ 8,396,699</u></u>

The detail of intrafund transfers for the year ended June 30, 2018 is as follows:

<u>Transfer To</u>	<u>Transfer From</u>	<u>Amount</u>
General Fund - Fire Equipment Reserve	General Fund	\$ 81,656
General Fund - Recreation Equipment		375,000
General Fund - Police Equipment Reserve		30,000
General Fund - Telecommunications Equipment		23,400
General Fund - Hotel/Motel Tax		72,599
General Fund - Equipment Revolving		<u>146,516</u>
		<u>729,171</u>
General Fund - Park Development	General Fund - Hotel/Motel Tax	<u>52,000</u>
Water Enterprise - Water Revenue Sinking	Water Enterprise - Water Operating	1,213,147
Water Enterprise - Water Utilities - Capital Reserve		<u>173,356</u>
		<u>1,386,503</u>
Sewer Enterprise - Sewer Revenue Sinking	Sewer Enterprise - Sewer Operating	2,207,613
Sewer Enterprise - Sewer Rental - Capital Reserve		<u>205,500</u>
		<u>2,413,113</u>
Total Intrafund Transfers		<u><u>\$ 4,580,787</u></u>

CITY OF NORTH LIBERTY, IOWA

Notes to Financial Statements

June 30, 2018

NOTE 16. INTERFUND AND INTRAFUND TRANSFERS (Continued)

Total transfers during the year ended June 30, 2018 were as follows:

Interfund transfers	\$ 8,396,699
Intrafund transfers	<u>4,580,787</u>
	<u>\$ 12,977,486</u>

Reconciliation to the financial statements:

	<u>Transfers In</u>	<u>Transfers Out</u>
Governmental funds (Exhibit B)	\$ 9,157,870	\$ 7,157,561
Proprietary funds (Exhibit C)	<u>3,819,616</u>	<u>5,819,925</u>
	<u>\$ 12,977,486</u>	<u>\$ 12,977,486</u>

NOTE 17. LITIGATION

The City and three of its police officers are defendants in a lawsuit filed October 5, 2018 by a former police officer of the City alleging certain matters related to the termination of the officer's employment with the City. The case is not scheduled for trial until February 2020. The City believes it has meritorious defense in this lawsuit. Although the outcome cannot be determined, the City does not believe it will be liable for any damages related to this matter.

NOTE 18. SUBSEQUENT EVENTS

The City sold the following bond issue after June 30, 2018:

General Obligation Series 2018A	\$ 4,450,000
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The City entered into three purchase agreements to purchase residential parcels for a street improvement project. The purchase price of the three parcels totaled \$923,300.

OTHER INFORMATION

CITY OF NORTH LIBERTY, IOWA

Budgetary Comparison Schedule
of Receipts, Disbursements and Changes in Balances -
Budget and Actual (Cash Basis) - All Governmental Funds and Proprietary Funds

Other Information

Year Ended June 30, 2018

	Governmental Funds Actual	Proprietary Funds Actual	Total
Receipts:			
Property tax	\$ 9,161,827	\$ -	\$ 9,161,827
Tax increment financing	4,074,528	-	4,074,528
Other city tax	327,429	-	327,429
Licenses and permits	575,399	-	575,399
Use of money and property	221,892	1,617	223,509
Intergovernmental	3,931,853	300,074	4,231,927
Charges for service	1,943,556	8,583,004	10,526,560
Miscellaneous	1,145,670	48,103	1,193,773
Total receipts	21,382,154	8,932,798	30,314,952
Disbursements:			
Public safety	3,498,753	-	3,498,753
Public works	1,981,066	-	1,981,066
Health and social services	110,725	-	110,725
Culture and recreation	3,931,551	-	3,931,551
Community and economic development	1,859,840	-	1,859,840
General government	1,724,903	-	1,724,903
Debt service	4,899,061	-	4,899,061
Capital projects	10,035,175	-	10,035,175
Business type activities	-	18,926,292	18,926,292
Total disbursements	28,041,074	18,926,292	46,967,366
(Deficiency) of receipts (under) disbursements	(6,658,920)	(9,993,494)	(16,652,414)
Other financing sources, net	2,239,003	10,002,476	12,241,479
Excess (deficiency) of receipts and other financing sources over (under) disbursements and other financing uses	(4,419,917)	8,982	(4,410,935)
Balances, beginning of year	10,815,422	9,222,362	20,037,784
Balances, end of year	\$ 6,395,505	\$ 9,231,344	\$ 15,626,849

There were no funds of the City not required to be budgeted during the year ended June 30, 2018.

See accompanying independent auditor's report and
accompanying Notes to Other Information.

Budgeted Amounts	Variance
\$ 9,197,659	\$ (35,832)
4,061,816	12,712
212,894	114,535
589,600	(14,201)
155,400	68,109
4,714,655	(482,728)
10,246,204	280,356
67,500	1,126,273
<u>29,245,728</u>	<u>1,069,224</u>
3,831,209	332,456
2,479,230	498,164
105,000	(5,725)
4,396,418	464,867
2,043,923	184,083
1,720,311	(4,592)
4,737,163	(161,898)
9,689,000	(346,175)
6,643,186	(12,283,106)
<u>35,645,440</u>	<u>(11,321,926)</u>
(6,399,712)	(10,252,702)
<u>5,274,167</u>	<u>6,967,312</u>
(1,125,545)	(3,285,390)
<u>14,186,627</u>	<u>5,851,157</u>
<u>\$ 13,061,082</u>	<u>\$ 2,565,767</u>

CITY OF NORTH LIBERTY, IOWA

Notes to Other Information - Budgetary Reporting

June 30, 2018

The budgetary comparison is presented in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis following required public notice and hearing for all funds. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures.

Formal and legal budgetary control is based upon nine major classes of disbursements known as functions, not by fund or fund type. These nine functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects and business type activities. Function disbursements are required to be budgeted for all funds. Although the budget document presents function disbursements by fund, the legal level of control is at the aggregated function level, not by fund. The budget was not amended during the year ended June 30, 2018.

During the year ended June 30, 2018, disbursements in the health and social services, general government, debt service, capital projects and business type activities functions exceeded budgeted amounts.

CITY OF NORTH LIBERTY, IOWA

Schedule of the City's Proportionate Share of the Net Pension Liability

Iowa Public Employees' Retirement System
For the Last Four Years *

Other Information

	2018	2017	2016	2015
City's proportion of the net pension liability	0.056538%	0.056470%	0.051521%	0.046738%
City's proportionate share of the net pension liability	\$ 3,766,217	\$ 3,553,832	\$ 2,545,393	\$ 1,853,576
City's total covered-employee payroll				
Regular	\$ 4,143,396	\$ 3,964,819	\$ 3,741,181	\$ 3,462,507
Protection occupation	1,403,042	1,263,298	1,143,311	997,332
	<u>\$ 5,546,438</u>	<u>\$ 5,228,117</u>	<u>\$ 4,884,492</u>	<u>\$ 4,459,839</u>
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	67.90%	67.98%	52.11%	41.56%
Plan fiduciary net position as a percentage of the total pension liability	82.21%	81.82%	85.19%	87.61%

* In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full ten year trend is compiled, the City will present information for those years for which information is available.

See accompanying Independent Auditor's Report and
accompanying Notes to Other Information.

CITY OF NORTH LIBERTY, IOWA

Schedule of City Contributions

Iowa Public Employees' Retirement System
Last Ten Fiscal Years

Other Information

	<u>2018</u>	<u>2017</u>	<u>2016</u>
Statutorily required contribution:			
Regular	\$ 393,721	\$ 370,005	\$ 354,058
Protection occupation	159,267	138,059	124,309
	<u>\$ 552,988</u>	<u>\$ 508,064</u>	<u>\$ 478,367</u>
Contributions in relation to the statutorily required contribution:			
Regular	\$ 393,721	\$ 370,005	\$ 354,058
Protection occupation	159,267	138,059	124,309
	<u>\$ 552,988</u>	<u>\$ 508,064</u>	<u>\$ 478,367</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered-employee payroll:			
Regular	\$ 4,413,845	\$ 4,143,396	\$ 3,964,819
Protection occupation	1,618,562	1,403,042	1,263,298
	<u>\$ 6,032,407</u>	<u>\$ 5,546,438</u>	<u>\$ 5,228,117</u>
Contributions as a percentage of covered-employee payroll:			
Regular	8.93%	8.93%	8.93%
Protection occupation	9.84%	9.84%	9.84%

See accompanying Independent Auditor's Report and
accompanying Notes to Other Information.

2015	2014	2013	2012	2011	2010	2009
\$ 334,088	\$ 309,202	\$ 285,504	\$ 257,699	\$ 201,757	\$ 178,743	\$ 162,451
115,932	101,129	95,933	82,283	67,379	59,361	47,957
<u>\$ 450,020</u>	<u>\$ 410,331</u>	<u>\$ 381,437</u>	<u>\$ 339,982</u>	<u>\$ 269,136</u>	<u>\$ 238,104</u>	<u>\$ 210,408</u>
\$ 334,088	\$ 309,202	\$ 285,504	\$ 257,699	\$ 201,757	\$ 178,743	\$ 162,451
115,932	101,129	95,933	82,283	67,379	59,361	47,957
<u>\$ 450,020</u>	<u>\$ 410,331</u>	<u>\$ 381,437</u>	<u>\$ 339,982</u>	<u>\$ 269,136</u>	<u>\$ 238,104</u>	<u>\$ 210,408</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 3,741,181	\$ 3,462,507	\$ 3,293,006	\$ 3,193,298	\$ 2,902,976	\$ 2,687,862	\$ 2,558,279
1,143,311	997,332	934,112	825,306	677,179	645,230	567,536
<u>\$ 4,884,492</u>	<u>\$ 4,459,839</u>	<u>\$ 4,227,118</u>	<u>\$ 4,018,604</u>	<u>\$ 3,580,155</u>	<u>\$ 3,333,092</u>	<u>\$ 3,125,815</u>
8.93%	8.93%	8.67%	8.07%	6.95%	6.65%	6.35%
10.14%	10.14%	10.27%	9.97%	9.95%	9.20%	8.45%

CITY OF NORTH LIBERTY, IOWA

Notes to Other Information - Pension Liability

June 30, 2018

Changes of Benefit Terms

Legislation enacted in 2010 modified benefit terms for Regular members. The definition of final average salary changed from the highest three to the highest five years of covered wages. The vesting requirement changed from four years of service to seven years. The early retirement reduction increased from 3 percent per year measured from the member's first unreduced retirement age to a 6 percent reduction for each year of retirement before age 65.

Changes of Assumptions

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00 percent to 2.60 percent.
- Decreased the assumed rate of interest on member accounts from 3.75 percent to 3.50 percent per year.
- Decreased the discount rate from 7.50 percent to 7.00 percent.
- Decreased the wage growth assumption from 4.00 percent to 3.25 percent.
- Decreased the payroll growth assumption from 4.00 percent to 3.25 percent.

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25 percent to 3.00 percent.
- Decreased the assumed rate of interest on member accounts from 4.00 percent to 3.75 percent per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL (unfunded actuarial liability) beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

The 2010 valuation implemented the following refinements as a result of a quadrennial experience study:

- Adjusted retiree mortality assumptions.
- Modified retirement rates to reflect fewer retirements.
- Lowered disability rates at most ages.
- Lowered employment termination rates.
- Generally increased the probability of terminating members receiving a deferred retirement benefit.
- Modified salary increase assumptions based on various service duration.

SUPPLEMENTARY INFORMATION

CITY OF NORTH LIBERTY, IOWA

Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -

Governmental Funds - General Fund Detail
(Page 1 of 3)

As of and for the Year Ended June 30, 2018

	General	Recreation Equipment	Park Development	Youth Sports Scholarship	Telecomm- unications Equipment	Tree Program
Receipts:						
Property tax	\$ 6,677,559	\$ -	\$ -	\$ -	\$ -	\$ -
Other city tax:						
Mobile home tax	18,619	-	-	-	-	-
Utility tax replacement excise tax	59,432	-	-	-	-	-
Hotel/motel tax	-	-	-	-	-	-
Utility franchise fees	139,803	-	-	-	-	-
	<u>217,854</u>	-	-	-	-	-
Licenses and permits:						
Beer and liquor	15,044	-	-	-	-	-
Cigarette	1,325	-	-	-	-	-
Business/building trades	1,700	-	-	-	-	-
Pet and other	1,493	-	-	-	-	-
Building	555,837	-	-	-	-	-
	<u>575,399</u>	-	-	-	-	-
Use of money and property:						
Interest on investments	95,161	-	-	-	-	-
Rent	126,703	-	-	-	-	-
	<u>221,864</u>	-	-	-	-	-
Intergovernmental:						
Commercial and industrial property tax replacement	281,500	-	-	-	-	-
Police grants	35,535	-	-	-	-	-
Fire department SAFR grant	73,069	-	-	-	-	-
Township fire protection	179,220	-	-	-	-	-
County library contribution	39,402	-	-	-	-	-
Library grants and open access	10,527	-	-	-	-	-
	<u>619,253</u>	-	-	-	-	-
Charges for service:						
Inspection fees	96,695	-	-	-	-	-
Library fees	4,316	-	-	-	-	-
Police service fees	5,649	-	-	-	-	-
Fire department service fees	14,779	-	-	-	-	-
Zoning and subdivision	17,195	-	-	-	-	-
Garbage and recycling fees	615,775	-	-	-	-	-
Recreation charges	957,475	-	-	-	-	-
Compost bins	1,250	-	-	-	-	-
Impact fees	-	-	-	-	-	-
Mowing and snow removal	2,657	-	-	-	-	-
Cemetery plot location fees	185	-	-	-	-	-
Animal control	705	-	-	-	-	-
Maps and photocopy fees	111	-	-	-	-	-
Transit fares	60	-	-	-	-	-
Administrative charges	37,680	-	-	-	-	-
	<u>1,754,532</u>	-	-	-	-	-

Hotel/Motel Tax	Library Reserve	Fire Equipment Reserve	Equipment Revolving	Police Equipment Reserve	Police Seized Funds	Impact Fees		Total
						Transportation	Storm Water	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,677,559
-	-	-	-	-	-	-	-	18,619
-	-	-	-	-	-	-	-	59,432
81,316	-	-	-	-	-	-	-	81,316
-	-	-	-	-	-	-	-	139,803
81,316	-	-	-	-	-	-	-	299,170
-	-	-	-	-	-	-	-	15,044
-	-	-	-	-	-	-	-	1,325
-	-	-	-	-	-	-	-	1,700
-	-	-	-	-	-	-	-	1,493
-	-	-	-	-	-	-	-	555,837
-	-	-	-	-	-	-	-	575,399
-	-	-	-	-	-	-	-	95,161
-	-	-	-	-	-	-	-	126,703
-	-	-	-	-	-	-	-	221,864
-	-	-	-	-	-	-	-	281,500
-	-	-	-	5,413	-	-	-	40,948
-	-	-	-	-	-	-	-	73,069
-	-	-	-	-	-	-	-	179,220
-	-	-	-	-	-	-	-	39,402
-	-	-	-	-	-	-	-	10,527
-	-	-	-	5,413	-	-	-	624,666
-	-	-	-	-	-	-	-	96,695
-	-	-	-	-	-	-	-	4,316
-	-	-	-	13,800	-	-	-	19,449
-	-	-	-	-	-	-	-	14,779
-	-	-	-	-	-	-	-	17,195
-	-	-	-	-	-	-	-	615,775
-	-	-	-	-	-	-	-	957,475
-	-	-	-	-	-	-	-	1,250
-	-	-	-	-	-	175,224	-	175,224
-	-	-	-	-	-	-	-	2,657
-	-	-	-	-	-	-	-	185
-	-	-	-	-	-	-	-	705
-	-	-	-	-	-	-	-	111
-	-	-	-	-	-	-	-	60
-	-	-	-	-	-	-	-	37,680
-	-	-	-	13,800	-	175,224	-	1,943,556

CITY OF NORTH LIBERTY, IOWA
Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -
Governmental Funds - General Fund Detail
(Page 2 of 3)
As of and for the Year Ended June 30, 2018

	General	Recreation Equipment	Park Development	Youth Sports Scholarship	Telecomm- unications Equipment	Tree Program
Receipts: (continued)						
Miscellaneous:						
Refunds and reimbursements	6,785	-	-	-	-	-
Fines and fees	51,239	-	-	-	-	-
Donations/contributions	5,906	-	83,610	4,000	1,000	1,168
Miscellaneous	117,908	-	-	14,844	341	-
Penalties	116,074	-	-	-	-	-
	<u>297,912</u>	-	<u>83,610</u>	<u>18,844</u>	<u>1,341</u>	<u>1,168</u>
Total receipts	10,364,373	-	83,610	18,844	1,341	1,168
Disbursements:						
Public Safety:						
Police	2,360,260	-	-	-	-	-
Emergency management	12,437	-	-	-	-	-
Fire	596,602	-	-	-	-	-
Building inspections/safety	510,886	-	-	-	-	-
Animal control	10,827	-	-	-	-	-
	<u>3,491,012</u>	-	-	-	-	-
Total public safety	3,491,012	-	-	-	-	-
Public Works:						
Traffic control and safety	29,098	-	-	-	-	-
Streets	14,245	-	-	-	-	-
Sanitation	662,503	-	-	-	-	-
Transit	112,395	-	-	-	-	-
	<u>818,241</u>	-	-	-	-	-
Total public works	818,241	-	-	-	-	-
Health and social services:						
Social services	110,725	-	-	-	-	-
	<u>110,725</u>	-	-	-	-	-
Total health and social services	110,725	-	-	-	-	-
Culture and recreation:						
Library	958,867	-	-	-	-	-
Parks	760,470	-	-	-	-	-
Recreation center	1,328,730	-	-	10,253	-	-
Community center	126,283	-	-	-	-	-
Aquatic center	708,490	-	-	-	-	-
Cemetery	37,652	-	-	-	-	-
	<u>3,920,492</u>	-	-	<u>10,253</u>	-	-
Total culture and recreation	3,920,492	-	-	10,253	-	-
Community and economic development:						
Economic development	101,250	-	-	-	-	-
Tourism promotion	-	-	-	-	-	-
Planning and zoning	326,756	-	-	-	-	-
Telecommunications	289,462	-	-	-	-	-
	<u>717,468</u>	-	-	-	-	-
Total community and economic development	717,468	-	-	-	-	-

Hotel/Motel Tax	Library Reserve	Fire Equipment Reserve	Equipment Revolving	Police Equipment Reserve	Police Seized Funds	Impact Fees		Total
						Transportation	Storm Water	
-	-	-	1,274	-	-	-	-	8,059
-	-	-	-	-	-	-	-	51,239
-	11,705	38,793	-	4,955	-	-	-	151,137
-	-	2,554	5,402	1,181	3,665	-	-	145,895
-	-	-	-	-	-	-	-	116,074
-	11,705	41,347	6,676	6,136	3,665	-	-	472,404
81,316	11,705	41,347	6,676	25,349	3,665	175,224	-	10,814,618
-	-	-	-	7,741	-	-	-	2,368,001
-	-	-	-	-	-	-	-	12,437
-	-	-	-	-	-	-	-	596,602
-	-	-	-	-	-	-	-	510,886
-	-	-	-	-	-	-	-	10,827
-	-	-	-	7,741	-	-	-	3,498,753
-	-	-	-	-	-	-	-	29,098
-	-	-	-	-	-	-	-	14,245
-	-	-	-	-	-	-	-	662,503
-	-	-	-	-	-	-	-	112,395
-	-	-	-	-	-	-	-	818,241
-	-	-	-	-	-	-	-	110,725
-	806	-	-	-	-	-	-	959,673
-	-	-	-	-	-	-	-	760,470
-	-	-	-	-	-	-	-	1,338,983
-	-	-	-	-	-	-	-	126,283
-	-	-	-	-	-	-	-	708,490
-	-	-	-	-	-	-	-	37,652
-	806	-	-	-	-	-	-	3,931,551
-	-	-	-	-	-	-	-	101,250
31,097	-	-	-	-	-	-	-	31,097
-	-	-	-	-	-	-	-	326,756
-	-	-	-	-	-	-	-	289,462
31,097	-	-	-	-	-	-	-	748,565

CITY OF NORTH LIBERTY, IOWA

Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -
Governmental Funds - General Fund Detail
(Page 3 of 3)

As of and for the Year Ended June 30, 2018

	General	Recreation Equipment	Park Development	Youth Sports Scholarship	Telecomm- unications Equipment	Tree Program
Disbursements: (continued)						
General government:						
Mayor and council	18,520	-	-	-	-	-
City administration	1,439,373	-	-	-	-	-
Elections	2,032	-	-	-	-	-
Legal services	235,909	-	-	-	-	-
Other general government	29,069	-	-	-	-	-
Total general government	1,724,903	-	-	-	-	-
Capital projects:						
Capital projects	54,090	213,151	550,197	11,249	19,255	-
Total disbursements	10,836,931	213,151	550,197	21,502	19,255	-
Excess (deficiency) of receipts over (under) disbursements	(472,558)	(213,151)	(466,587)	(2,658)	(17,914)	1,168
Other financing sources (uses):						
State Revolving Fund loan draws	-	-	113,946	-	-	-
Operating transfers in	2,496,213	385,000	52,000	-	23,400	-
Operating transfers (out)	(807,217)	-	-	-	-	-
Total other financing sources (uses)	1,688,996	385,000	165,946	-	23,400	-
Net change in cash balances	1,216,438	171,849	(300,641)	(2,658)	5,486	1,168
Cash balances, beginning of year	4,725,050	226,839	(760,335)	54,971	19,755	13,032
Cash balances, end of year	\$ 5,941,488	\$ 398,688	\$ (1,060,976)	\$ 52,313	\$ 25,241	\$ 14,200
Cash basis fund balances:						
Restricted for:						
Hotel/motel tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree purchases	-	-	-	-	-	6,213
Police	-	-	-	-	-	-
Housing rehabilitation	21,246	-	-	-	-	-
Assigned for:						
Capital equipment purchases	-	397,414	-	-	25,241	-
Street capital projects	-	-	-	-	-	-
Park development	-	-	170,614	-	-	-
Stormwater capital projects	-	-	-	-	-	-
Information technology upgrades	73,389	-	-	-	-	-
Youth scholarships/ recreation capital equipment	-	-	-	52,313	-	-
Unassigned	5,846,853	1,274	(1,231,590)	-	-	7,987
Total cash basis fund balances	\$ 5,941,488	\$ 398,688	\$ (1,060,976)	\$ 52,313	\$ 25,241	\$ 14,200

See accompanying independent auditor's report.

Hotel/Motel Tax	Library Reserve	Fire Equipment Reserve	Equipment Revolving	Police Equipment Reserve	Police Seized Funds	Impact Fees		Total
						Trans- portation	Storm Water	
-	-	-	-	-	-	-	-	18,520
-	-	-	-	-	-	-	-	1,439,373
-	-	-	-	-	-	-	-	2,032
-	-	-	-	-	-	-	-	235,909
-	-	-	-	-	-	-	-	29,069
-	-	-	-	-	-	-	-	1,724,903
-	9,064	189,100	380,857	25,810	-	-	-	1,452,773
31,097	9,870	189,100	380,857	33,551	-	-	-	12,285,511
50,219	1,835	(147,753)	(374,181)	(8,202)	3,665	175,224	-	(1,470,893)
-	-	-	-	-	-	-	-	113,946
72,599	-	81,656	392,858	30,000	-	-	-	3,533,726
(52,000)	-	-	-	-	-	(330,002)	-	(1,189,219)
20,599	-	81,656	392,858	30,000	-	(330,002)	-	2,458,453
70,818	1,835	(66,097)	18,677	21,798	3,665	(154,778)	-	987,560
-	14,866	379,407	113,138	78,618	1,931	2,343,301	42,999	7,253,572
\$ 70,818	\$ 16,701	\$ 313,310	\$ 131,815	\$ 100,416	\$ 5,596	\$ 2,188,523	\$ 42,999	\$ 8,241,132
\$ 70,818	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,818
-	-	-	-	-	-	-	-	6,213
-	-	-	-	-	5,596	-	-	5,596
-	-	-	-	-	-	-	-	21,246
-	16,701	313,310	19,763	100,416	-	-	-	872,845
-	-	-	-	-	-	2,239,289	-	2,239,289
-	-	-	-	-	-	-	-	170,614
-	-	-	-	-	-	-	42,999	42,999
-	-	-	-	-	-	-	-	73,389
-	-	-	-	-	-	-	-	52,313
-	-	-	112,052	-	-	(50,766)	-	4,685,810
\$ 70,818	\$ 16,701	\$ 313,310	\$ 131,815	\$ 100,416	\$ 5,596	\$ 2,188,523	\$ 42,999	\$ 8,241,132

CITY OF NORTH LIBERTY, IOWA

Schedule 2

Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -
Nonmajor Governmental Funds

As of and for the Year Ended June 30, 2018

	Special Revenue		Other Capital Projects	Total
	Employee Benefits	Drug Task Force		
Receipts:				
Property tax	\$ 1,645,185	\$ -	\$ -	\$ 1,645,185
Other city tax	19,659	-	-	19,659
Use of money and property	-	22	6	28
Intergovernmental	70,990	752	857,400	929,142
Miscellaneous	-	-	8,120	8,120
Total receipts	1,735,834	774	865,526	2,602,134
Disbursements:				
Capital projects	-	4,721	1,577,709	1,582,430
Excess (deficiency) of receipts over (under) disbursements	1,735,834	(3,947)	(712,183)	1,019,704
Other financing sources (uses):				
Operating transfers in	-	-	63,046	63,046
Operating transfers (out)	(1,735,834)	-	(17,000)	(1,752,834)
Total other financing sources (uses)	(1,735,834)	-	46,046	(1,689,788)
Net change in cash balances	-	(3,947)	(666,137)	(670,084)
Cash balances, beginning of year	2,545	47,706	(64,979)	(14,728)
Cash balances, end of year	\$ 2,545	\$ 43,759	\$ (731,116)	\$ (684,812)
Cash basis fund balances:				
Restricted for:				
Street capital projects	\$ -	\$ -	\$ 5,688	\$ 5,688
Urban renewal projects	-	-	590,095	590,095
Police capital equipment purchases	-	43,759	-	43,759
Property improvements	-	-	54,242	54,242
Employee benefits	2,545	-	-	2,545
Assigned for:				
Street capital projects	-	-	40,993	40,993
Unassigned	-	-	(1,422,134)	(1,422,134)
Total cash basis fund balances	\$ 2,545	\$ 43,759	\$ (731,116)	\$ (684,812)

See accompanying independent auditor's report.

CITY OF NORTH LIBERTY, IOWA

Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -
Nonmajor Governmental Funds -
Other Capital Projects Funds

As of and for the Year Ended June 30, 2018

	Ranshaw House Project	TIF Projects	Library Expansion	Penn Street Improvements
Receipts:				
Use of money and property:				
Interest on investments	\$ -	\$ -	\$ 6	\$ -
Intergovernmental:				
Federal grants	-	-	-	857,400
Miscellaneous:				
Donations/contributions	-	-	8,120	-
Total receipts	-	-	8,126	857,400
Disbursements:				
Capital projects	107,993	-	-	1,125,943
Excess (deficiency) of receipts over (under) disbursements	(107,993)	-	8,126	(268,543)
Other financing sources (uses):				
Operating transfers in	-	-	-	-
Operating transfers (out)	-	-	(17,000)	-
Total other financing sources (uses)	-	-	(17,000)	-
Net change in cash balances	(107,993)	-	(8,874)	(268,543)
Cash balances, beginning of year	(13,668)	516,252	63,116	(702,053)
Cash balances, end of year	\$ (121,661)	\$ 516,252	\$ 54,242	\$ (970,596)
Cash basis fund balances:				
Restricted for:				
Street capital projects	\$ -	\$ -	\$ -	\$ -
Urban renewal projects	-	516,252	-	-
Property improvements	-	-	54,242	-
Assigned for:				
Street capital projects	-	-	-	-
Unassigned	(121,661)	-	-	(970,596)
Total cash basis fund balances	\$ (121,661)	\$ 516,252	\$ 54,242	\$ (970,596)

See accompanying independent auditor's report.

Schedule 3

I-JOBS Street Projects	Trail Projects	Entryway Development	Economic Development Projects	Land and Facilities	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6
-	-	-	-	-	857,400
-	-	-	-	-	8,120
-	-	-	-	-	865,526
-	338,406	-	4,816	551	1,577,709
-	(338,406)	-	(4,816)	(551)	(712,183)
-	-	-	-	63,046	63,046
-	-	-	-	-	(17,000)
-	-	-	-	63,046	46,046
-	(338,406)	-	(4,816)	62,495	(666,137)
5,688	8,529	40,993	78,659	(62,495)	(64,979)
\$ 5,688	\$ (329,877)	\$ 40,993	\$ 73,843	\$ -	\$ (731,116)
\$ 5,688	\$ -	\$ -	\$ -	\$ -	\$ 5,688
-	-	-	73,843	-	590,095
-	-	-	-	-	54,242
-	-	40,993	-	-	40,993
-	(329,877)	-	-	-	(1,422,134)
\$ 5,688	\$ (329,877)	\$ 40,993	\$ 73,843	\$ -	\$ (731,116)

CITY OF NORTH LIBERTY, IOWA

Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances - Proprietary Funds -
Water Enterprise and Sewer Enterprise Funds Detail

As of and for the Year Ended June 30, 2018

	Water Enterprise					Total
	Water Operating	Water Revenue Sinking	Water Reserve	Water Utilities- Capital Reserve	Water Capital Projects	
Operating receipts:						
Charges for service	\$ 3,726,607	\$ -	\$ -	\$ -	\$ -	\$ 3,726,607
Miscellaneous	2,301	-	-	-	-	2,301
Total operating receipts	3,728,908	-	-	-	-	3,728,908
Operating disbursements:						
Business type activities	1,794,597	-	-	173,356	-	1,967,953
Excess (deficiency) of operating receipts over (under) operating disbursements	1,934,311	-	-	(173,356)	-	1,760,955
Non-operating receipts (disbursements):						
Interest on investments	869	-	-	-	-	869
Miscellaneous	-	-	-	-	-	-
Debt service	-	(778,139)	-	-	-	(778,139)
Capital projects	-	-	-	-	(11,652,535)	(11,652,535)
Net non-operating receipts (disbursements)	869	(778,139)	-	-	(11,652,535)	(12,429,805)
Excess (deficiency) of receipts over (under) disbursements	1,935,180	(778,139)	-	(173,356)	(11,652,535)	(10,668,850)
Other financing sources (uses):						
State Revolving Fund loan draws	-	-	-	-	11,175,288	11,175,288
Operating transfers:						
Operating transfers in	-	1,213,147	-	173,356	-	1,386,503
Operating transfers (out)	(2,043,358)	(391,230)	-	-	(200,000)	(2,634,588)
Total other financing sources (uses)	(2,043,358)	821,917	-	173,356	10,975,288	9,927,203
Net change in cash balances	(108,178)	43,778	-	-	(677,247)	(741,647)
Cash balances, beginning of year	1,608,169	733,376	541,255	124,223	929,555	3,936,578
Cash balances, end of year	\$ 1,499,991	\$ 777,154	\$ 541,255	\$ 124,223	\$ 252,308	\$ 3,194,931
Cash basis fund balances:						
Restricted for:						
Debt service	\$ -	\$ 777,154	\$ 541,255	\$ -	\$ -	\$ 1,318,409
Capital projects	-	-	-	-	252,308	252,308
Unrestricted	1,499,991	-	-	124,223	-	1,624,214
	\$ 1,499,991	\$ 777,154	\$ 541,255	\$ 124,223	\$ 252,308	\$ 3,194,931

See accompanying independent auditor's report.

Sewer Enterprise					
Sewer Operating	Sewer Revenue Sinking	Sewer Reserve	Sewer Rental - Capital Reserve	Sewer Capital Projects	Total
\$ 4,487,448	\$ -	\$ -	\$ -	\$ -	\$ 4,487,448
1,913	-	-	42,604	-	44,517
4,489,361	-	-	42,604	-	4,531,965
1,200,077	-	-	115,855	-	1,315,932
3,289,284	-	-	(73,251)	-	3,216,033
748	-	-	-	-	748
-	-	-	-	300,074	300,074
-	(1,754,287)	-	-	-	(1,754,287)
-	-	-	-	(1,147,187)	(1,147,187)
748	(1,754,287)	-	-	(847,113)	(2,600,652)
3,290,032	(1,754,287)	-	(73,251)	(847,113)	615,381
-	-	-	-	759,787	759,787
-	2,207,613	-	225,500	-	2,433,113
(2,781,968)	(333,700)	-	-	-	(3,115,668)
(2,781,968)	1,873,913	-	225,500	759,787	77,232
508,064	119,626	-	152,249	(87,326)	692,613
3,705,753	338,794	307,105	1,586,002	(1,194,743)	4,742,911
\$ 4,213,817	\$ 458,420	\$ 307,105	\$ 1,738,251	\$ (1,282,069)	\$ 5,435,524
\$ -	\$ 458,420	\$ 307,105	\$ -	\$ -	\$ 765,525
-	-	-	-	-	-
4,213,817	-	-	1,738,251	(1,282,069)	4,669,999
\$ 4,213,817	\$ 458,420	\$ 307,105	\$ 1,738,251	\$ (1,282,069)	\$ 5,435,524

CITY OF NORTH LIBERTY, IOWA

Schedule 5

Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances -
Nonmajor Proprietary Funds

As of and for the Year Ended June 30, 2018

	Utility Deposits	Stormwater Management	Total
Operating receipts:			
Charges for service	\$ 165,270	\$ 203,679	\$ 368,949
Miscellaneous	-	1,285	1,285
Total operating receipts	165,270	204,964	370,234
Operating disbursements:			
Business type activities	158,399	151,860	310,259
Excess of operating receipts over operating disbursements	6,871	53,104	59,975
Other financing sources (uses):			
State Revolving Fund loan draws	-	67,710	67,710
Operating transfers:			
Operating transfers (out)	-	(69,669)	(69,669)
Total other financing sources (uses)	-	(1,959)	(1,959)
Net change in cash balances	6,871	51,145	58,016
Cash balances, beginning of year	394,635	148,238	542,873
Cash balances, end of year	\$ 401,506	\$ 199,383	\$ 600,889
Cash basis fund balances:			
Restricted for:			
Utility deposits	\$ 401,506	\$ -	\$ 401,506
Unrestricted	-	199,383	199,383
	\$ 401,506	\$ 199,383	\$ 600,889

See accompanying independent auditor's report.

CITY OF NORTH LIBERTY, IOWA

Schedule of Indebtedness

Year Ended June 30, 2018

Obligation	Date of Issue	Interest Rates	Amount Originally Issued
General Obligation (G.O.) Bonds:			
G.O. Sewer Improvement	1/6/98	1.75 %	\$ 1,000,000
G.O. Urban Renewal Corporate Purpose	9/28/11	1.50-3.10	5,810,000
G.O. Urban Renewal Library Improvement	11/12/12	0.35-1.70	1,815,000
G.O. Refunding	7/1/13	0.35-2.15	2,540,000
G.O. Corporate Purpose	11/5/13	2.00-2.40	1,425,000
G.O. Urban Renewal Corporate Purpose	11/5/13	2.00-2.40	3,540,000
G.O. Corporate Purpose	10/30/14	2.00	3,090,000
G.O. Corporate Purpose	10/8/15	2.00	9,965,000
G.O. Corporate Purpose and Refunding	4/27/17	3.00	4,435,000
G.O. Urban Renewal Corporate Purpose and Refunding	5/9/17	2.00-2.50	7,980,000
Total			
Rural Economic Development Loan and Grant Program:			
Rural Economic Development Loan	5/8/13	0 %	\$ 360,000
Road Use Tax Revenue Bonds:			
Road Use Tax Series 2012A	3/29/12	2.00-3.00 %	\$ 1,815,000
Utility Revenue Bonds:			
Sewer Revenue Bond Series 1998A	3/23/98	1.75 %	\$ 323,957
Sewer Revenue Bond Series 1998B	3/23/98	1.75	3,769,043
Sewer Revenue Bond Series 2007	8/23/07 (a)	3.00/1.75	5,271,000
Sewer Revenue Bond Series 2008A	7/30/08	3.00	3,250,000
Sewer Revenue Bond Series 2008C	9/15/08	2.75-4.40	1,550,000
Water Revenue Refunding Bond Series 2012C	11/12/12	0.50-2.00	1,575,000
Sewer Revenue Refunding Bond Series 2014A	4/23/14	2.00-3.00	1,315,000
Water Revenue Refunding Bond Series 2014B	4/23/14	2.00-3.05	1,210,000
Sewer Revenue Improvement and Refunding Bond Series 2016	10/7/16	1.20	22,337,000
Water Revenue Improvement Bond Series 2017	2/24/17	1.75	22,072,000
Water Revenue Refunding Bond Series 2017C	4/27/17	2.00-2.25	1,190,000
Total			

(a) The interest rate on this bond was reduced to 1.75% on December 1, 2017.

See accompanying independent auditor's report.

Schedule 6

Balance Beginning of Year	Issued During Year	Redeemed During Year	Balance End of Year	Interest Paid	Interest Due and Unpaid
\$ 70,000	\$ -	\$ 70,000	\$ -	\$ 613	\$ -
3,960,000	-	390,000	3,570,000	97,492	-
1,115,000	-	180,000	935,000	14,218	-
1,565,000	-	255,000	1,310,000	25,410	-
1,025,000	-	135,000	890,000	21,677	-
2,555,000	-	340,000	2,215,000	54,037	-
2,505,000	-	295,000	2,210,000	50,100	-
8,220,000	-	880,000	7,340,000	164,400	-
4,435,000	-	680,000	3,755,000	145,616	-
7,980,000	-	685,000	7,295,000	164,537	-
<u>\$ 33,430,000</u>	<u>\$ -</u>	<u>\$ 3,910,000</u>	<u>\$ 29,520,000</u>	<u>\$ 738,100</u>	<u>\$ -</u>
\$ 240,000	\$ -	\$ 40,000	\$ 200,000	\$ -	\$ -
\$ 1,275,000	\$ -	\$ 115,000	\$ 1,160,000	\$ 30,840	\$ -
\$ 47,000	\$ -	\$ 23,000	\$ 24,000	\$ 621	\$ -
514,000	-	252,000	262,000	6,790	-
4,277,000	-	117,000	4,160,000	101,579	-
1,896,000	-	146,000	1,750,000	56,880	-
740,000	-	110,000	630,000	31,630	-
745,000	-	180,000	565,000	12,700	-
985,000	-	115,000	870,000	22,835	-
940,000	-	95,000	845,000	22,665	-
22,337,000	-	474,000	21,863,000	279,539	-
22,072,000	-	1,000	22,071,000	236,030	-
1,190,000	-	185,000	1,005,000	27,744	-
<u>\$ 55,743,000</u>	<u>\$ -</u>	<u>\$ 1,698,000</u>	<u>\$ 54,045,000</u>	<u>\$ 799,013</u>	<u>\$ -</u>

CITY OF NORTH LIBERTY, IOWA

Bond and Note Maturities

(Page 1 of 3)

June 30, 2018

General Obligation Bonds

Year Ending June 30,	Corporate Purpose Issued Sept. 28, 2011		Library Improvement Issued Nov. 12, 2012		General Obligation Refunding Issued Jul. 1, 2013		Corporate Purpose Issued Nov. 5, 2013	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2019	1.85 %	\$ 400,000	1.00 %	\$ 180,000	1.30 %	\$ 255,000	2.00 %	\$ 140,000
2020	2.10	410,000	1.20	185,000	1.50	260,000	2.00	140,000
2021	2.30	420,000	1.35	185,000	1.75	260,000	2.00	145,000
2022	2.45	435,000	1.55	190,000	1.90	265,000	2.10	150,000
2023	2.60	450,000	1.70	195,000	2.15	270,000	2.25	155,000
2024	2.80	465,000	-	-	-	-	2.40	160,000
2025	3.00	485,000	-	-	-	-	-	-
2026	3.10	505,000	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-
Total		\$ 3,570,000		\$ 935,000		\$ 1,310,000		\$ 890,000

General Obligation Bonds

Year Ending June 30,	Corporate Purpose Issued Oct. 8, 2015		Corporate Purpose Issued Apr. 27, 2017		Corporate Purpose Issued May 9, 2017		Total
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount	
2019	2.00 %	\$ 890,000	3.00 %	\$ 680,000	2.00 %	\$ 1,130,000	\$ 4,320,000
2020	2.00	910,000	3.00	610,000	2.00	1,155,000	4,325,000
2021	2.00	920,000	3.00	415,000	2.00	1,180,000	4,190,000
2022	2.00	935,000	3.00	425,000	2.00	445,000	3,530,000
2023	2.00	890,000	3.00	425,000	2.00	455,000	3,550,000
2024	2.00	910,000	3.00	445,000	2.00	460,000	3,170,000
2025	2.00	930,000	3.00	245,000	2.00	470,000	2,465,000
2026	2.00	955,000	3.00	250,000	2.00	480,000	2,190,000
2027	-	-	3.00	260,000	2.125	495,000	755,000
2028	-	-	-	-	2.25	505,000	505,000
2029	-	-	-	-	2.50	520,000	520,000
Total		\$ 7,340,000		\$ 3,755,000		\$ 7,295,000	\$ 29,520,000

See accompanying independent auditor's report.

CITY OF NORTH LIBERTY, IOWA

Bond and Note Maturities

(Page 2 of 3)

June 30, 2018

Enterprise Fund Revenue Bonds

Year Ending June 30,	<u>Sewer Revenue Series 1998A</u>		<u>Sewer Revenue Series 1998B</u>		<u>Sewer Revenue Series 2007</u>	
	<u>Issued Mar. 23, 1998</u>		<u>Issued Mar. 23, 1998</u>		<u>Issued Aug. 23, 2007</u>	
	<u>Interest Rates</u>	<u>Amount</u>	<u>Interest Rates</u>	<u>Amount</u>	<u>Interest Rates</u>	<u>Amount</u>
2019	1.75 %	\$ 24,000	1.75 %	\$ 262,000	1.75 %	\$ 121,000
2020		-		-	1.75	416,000
2021		-		-	1.75	430,000
2022		-		-	1.75	444,000
2023		-		-	1.75	459,000
2024		-		-	1.75	475,000
2025		-		-	1.75	486,000
2026		-		-	1.75	654,000
2027		-		-	1.75	675,000
2028		-		-		-
2029		-		-		-
2030		-		-		-
2031		-		-		-
2032		-		-		-
2033		-		-		-
2034		-		-		-
2035		-		-		-
2036		-		-		-
2037		-		-		-
Total		<u>\$ 24,000</u>		<u>\$ 262,000</u>		<u>\$ 4,160,000</u>

See accompanying independent auditor's report.

CITY OF NORTH LIBERTY, IOWA

Bond and Note Maturities
(Page 3 of 3)
June 30, 2018

Enterprise Fund Revenue Bonds

Year Ending June 30,	<u>Sewer Refunding Series 2014A</u> Issued Apr. 23, 2014		<u>Water Refunding Series 2014B</u> Issued Apr. 23, 2014		<u>Sewer Improvement Series 2016</u> Issued Oct. 7, 2016	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2019	2.00 %	\$ 115,000	2.00 %	\$ 100,000	1.20 %	\$ 480,000
2020	2.00	120,000	2.00	100,000	1.20	483,000
2021	2.00	120,000	2.00	100,000	1.20	493,000
2022	2.25	125,000	2.25	105,000	1.20	498,000
2023	2.45	125,000	2.50	105,000	1.20	503,000
2024	2.70	130,000	2.70	110,000	1.20	653,000
2025	3.00	135,000	3.00	110,000	1.20	666,000
2026		-	3.05	115,000	1.20	661,000
2027		-		-	1.20	672,000
2028		-		-	1.20	1,379,000
2029		-		-	1.20	1,612,000
2030		-		-	1.20	1,635,000
2031		-		-	1.20	1,659,000
2032		-		-	1.20	1,683,000
2033		-		-	1.20	1,707,000
2034		-		-	1.20	1,732,000
2035		-		-	1.20	1,757,000
2036		-		-	1.20	1,782,000
2037		-		-	1.20	1,808,000
Total		<u>\$ 870,000</u>		<u>\$ 845,000</u>		<u>\$ 21,863,000</u>

See accompanying independent auditor's report.

Enterprise Fund Revenue Bonds

Water Improvement Series 2017		Water Refunding Series 2017C		Total
Issued Feb. 24, 2017		Issued Apr. 27, 2017		
Interest Rates	Amount	Interest Rates	Amount	
1.75 %	\$ 1,000	2.00 %	\$ 190,000	\$ 1,744,000
1.75	100,000	2.00	195,000	1,880,000
1.75	800,000	2.25	200,000	2,619,000
1.75	800,000	2.25	210,000	2,478,000
1.75	800,000	2.25	210,000	2,513,000
1.75	800,000		-	2,345,000
1.75	1,278,000		-	2,858,000
1.75	1,304,000		-	2,923,000
1.75	1,330,000		-	2,872,000
1.75	1,357,000		-	2,937,000
1.75	1,384,000		-	2,996,000
1.75	1,412,000		-	3,047,000
1.75	1,440,000		-	3,099,000
1.75	1,469,000		-	3,152,000
1.75	1,498,000		-	3,205,000
1.75	1,528,000		-	3,260,000
1.75	1,559,000		-	3,316,000
1.75	1,590,000		-	3,372,000
1.75	1,621,000		-	3,429,000
	<u>\$22,071,000</u>		<u>\$ 1,005,000</u>	<u>\$ 54,045,000</u>

CITY OF NORTH LIBERTY, IOWA

Schedule of Receipts By Source and Disbursements By Function -
All Governmental Funds

Last Ten Years

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Receipts:				
Property tax	\$ 9,161,827	\$ 8,495,238	\$ 7,583,031	\$ 6,861,247
Tax increment financing	4,074,528	4,389,642	4,509,489	3,918,081
Other city tax	327,429	335,049	360,492	341,057
Licenses and permits	575,399	389,066	478,562	552,067
Use of money and property	221,892	182,754	159,353	149,029
Intergovernmental	3,931,853	3,353,878	3,889,968	2,136,378
Charges for service	1,943,556	2,556,384	1,893,581	2,219,792
Special assessments	-	-	-	-
Miscellaneous	1,145,670	355,213	471,339	390,306
Total	\$ 21,382,154	\$ 20,057,224	\$ 19,345,815	\$ 16,567,957
Disbursements:				
Public safety	\$ 3,498,753	\$ 3,177,706	\$ 2,836,301	\$ 2,563,426
Public works	1,981,066	1,788,477	1,626,565	1,511,077
Health and social services	110,725	103,500	105,350	98,207
Culture and recreation	3,931,551	3,792,817	3,593,454	3,458,203
Community and economic development	1,859,840	1,723,266	1,647,664	1,166,131
General government	1,724,903	1,464,069	1,591,679	1,537,711
Debt service	4,899,061	5,309,615	4,831,259	4,528,242
Capital projects	10,035,175	8,882,559	8,023,964	4,181,863
Total	\$ 28,041,074	\$ 26,242,009	\$ 24,256,236	\$ 19,044,860

See accompanying independent auditor's report.

Schedule 8

<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
\$ 6,127,781	\$ 6,107,502	\$ 5,502,489	\$ 5,314,263	\$ 4,914,385	\$ 3,863,587
3,518,713	3,228,972	3,301,297	2,737,069	1,389,368	2,822,497
311,708	292,566	291,492	287,105	269,844	267,057
507,326	565,465	560,046	475,789	501,169	517,615
143,887	140,675	164,087	177,521	162,861	189,544
2,152,197	1,767,090	2,264,687	1,617,962	883,561	1,078,608
1,674,579	1,698,909	1,457,531	1,547,314	1,437,878	1,240,283
1,067	1,660	5,051	6,285	9,620	10,383
647,785	302,042	545,227	598,909	299,628	205,944
<u>\$ 15,085,043</u>	<u>\$ 14,104,881</u>	<u>\$ 14,091,907</u>	<u>\$ 12,762,217</u>	<u>\$ 9,868,314</u>	<u>\$10,195,518</u>
\$ 2,315,057	\$ 2,144,553	\$ 1,984,061	\$ 1,779,435	\$ 1,682,165	\$ 1,560,255
1,424,544	1,367,808	1,163,999	1,102,168	1,001,921	1,148,712
97,000	135,150	86,000	90,446	56,050	70,600
3,208,940	2,862,412	2,825,660	2,692,700	2,466,178	2,578,532
898,262	1,097,172	1,033,597	927,060	861,398	619,737
1,293,854	1,250,373	1,133,334	1,048,025	875,271	739,891
4,168,095	3,952,064	3,844,731	2,956,440	3,050,069	2,823,582
5,468,736	7,091,862	7,854,575	8,901,225	2,891,519	2,058,032
<u>\$ 18,874,488</u>	<u>\$ 19,901,394</u>	<u>\$ 19,925,957</u>	<u>\$ 19,497,499</u>	<u>\$ 12,884,571</u>	<u>\$11,599,341</u>

CITY OF NORTH LIBERTY, IOWA

Schedule 9

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2018

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Agency or Pass-Through Number</u>	<u>Program/ Award Amount</u>	<u>Federal Award Expended</u>
<u>U.S. Department of Justice</u>				
Direct Programs:				
Bulletproof Vest Partnership Program	16.607	2016BUBX16082269	\$ 4,544	\$ 2,297
	16.607	2015BUBX15077810	2,512	<u>350</u>
				<u>2,647</u>
Public Safety Partnership and Community Policing Grants	16.710	2014UMWX0153	125,000	<u>17,887</u>
Body-Worn Camera Policy and Implementation Program	16.835	2016-BC-BX-K005	14,910	<u>14,910</u>
Total U.S. Department of Justice				<u>35,444</u>
<u>U.S. Department of Transportation</u>				
Indirect Programs:				
Passed Through Iowa Department of Transportation:				
Highway Planning and Construction	20.205	STP-U-5557(618)--70-52	1,986,000	575,695
	20.205	STP-U-5557(620)--70-52	837,000	<u>509,700</u>
				<u>1,085,395</u>
Passed Through Governor's Traffic Safety Bureau:				
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	PAP 18-402-MOPT	13,400	11,667
	20.601	PAP 17-402-MOPT	12,000	<u>2,503</u>
				<u>14,170</u>
Total U.S. Department of Transportation				<u>1,099,565</u>
<u>Environmental Protection Agency</u>				
Indirect Programs:				
Passed Through Iowa Finance Authority:				
Capitalization Grants for Drinking Water State Revolving Funds	66.468	FS-87-15-DWSRF-016	22,072,000	<u>11,642,712</u>
<u>U.S. Department of Homeland Security</u>				
Direct Programs:				
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083	EMW-2015-FF-00044	283,024	<u>65,122</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS				<u><u>\$ 12,842,843</u></u>

See accompanying independent auditor's report and the accompanying
notes to the schedule of expenditures of federal awards.

CITY OF NORTH LIBERTY, IOWA

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2018

NOTE A. BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards ("the Schedule") includes the federal award activity of the City of North Liberty, Iowa, under programs of the federal government for the year ended June 30, 2018. The information in the Schedule is presented in accordance with the requirements of Title 2, U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City of North Liberty, Iowa, it is not intended to and does not present the financial position, changes in financial position or cash flows of the City of North Liberty, Iowa.

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported in the Schedule are reported on the basis of cash receipts and disbursements, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*, or the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE C. INDIRECT COST RATE

The City of North Liberty, Iowa has not elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.



**Winkel, Parker
& Foster, CPA PC**

Certified Public Accountants & Consultants

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and
Members of the City Council
City of North Liberty, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of North Liberty, Iowa, as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 27, 2018. Our report expressed unmodified opinions on the financial statements which were prepared on the basis of cash receipts and disbursements, a basis of accounting other than accounting principles generally accepted in the United States of America.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of North Liberty, Iowa's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of North Liberty, Iowa's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of North Liberty, Iowa's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item II-A-18, that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of North Liberty, Iowa's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying Schedule of Findings and Questioned Costs as items II-B-18, II-C-18 and II-D-18 . In addition, we noted certain immaterial instances of noncompliance and other matters which are described in Part IV of the accompanying Schedule of Findings and Questioned Costs.

Comments involving statutory and other legal matters about the City of North Liberty, Iowa's operations for the year ended June 30, 2018 are based exclusively on knowledge obtained from procedures during our audit of the financial statements of the City of North Liberty, Iowa. Since our audit was based on tests and samples, not all transactions that might have an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

City of North Liberty, Iowa's Responses to Findings

The City of North Liberty, Iowa's responses to the findings identified in our audit are described in the accompanying Schedule of Findings and Questioned Costs. The City of North Liberty, Iowa's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

We would like to acknowledge the many courtesies and assistance extended to us by personnel of the City of North Liberty, Iowa during the course of our audit. Should you have any questions concerning any of the above matters, we shall be pleased to discuss them with you at your convenience.

Winkel, Parker & Foster, CPA PC

Iowa City, Iowa
December 27, 2018



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Mayor and
Members of the City Council
City of North Liberty, Iowa

Report on Compliance for Each Major Federal Program

We have audited the City of North Liberty, Iowa's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on the City of North Liberty, Iowa's major federal programs for the year ended June 30, 2018. The City of North Liberty, Iowa's major federal programs are identified in the Part I of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the City of North Liberty, Iowa's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2, U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of North Liberty, Iowa's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City of North Liberty, Iowa's compliance.

Opinion on Each Major Federal Program

In our opinion, the City of North Liberty, Iowa complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended June 30, 2018.

Report on Internal Control Over Compliance

Management of the City of North Liberty, Iowa is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City of North Liberty, Iowa's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of North Liberty, Iowa's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weakness or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item III-A-18 (2018-001), that we consider to be a significant deficiency.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Winkel, Parker & Foster, CPA PC

Iowa City, Iowa
December 27, 2018

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2018

Part I. Summary of the Independent Auditor's Results:

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Material weakness identified?	No
Significant deficiency(ies) identified not considered to be material weaknesses?	Yes
Noncompliance material to financial statements noted?	Yes

Federal Awards

Internal control over major programs:	
Material weakness identified?	No
Significant deficiency(ies) identified not considered to be material weaknesses?	Yes
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance, Section 200.515?	Yes

Identification of major programs:

CFDA Number	66.468
Name of Federal Program or Cluster	Capitalization Grants for Drinking Water State Revolving Funds
CFDA Number	20.205
Name of Federal Program or Cluster	Highway Planning and Construction
Dollar threshold used to distinguish between Type A and Type B programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2018

Part II. Current Year Findings Related to the Financial Statements

Internal Control Deficiencies

II-A-18 Segregation of Duties

Criteria - Management is responsible for establishing and maintaining internal control. A good system of internal control provides for adequate segregation of duties so no one individual handles a transaction from its inception to completion. In order to maintain proper internal control, duties should be segregated so the authorization, custody and recording of transactions are not under the control of the same employee. This segregation of duties helps prevent losses from employee error or dishonesty and maximizes the accuracy of the City's financial statements.

Condition - We noted that the individuals that are responsible for recording cash receipts and preparing checks at times fill in at the front desk to cover absences of the staff that regularly work at the front desk. These individuals at times handle cash receipts from utility payments received from citizens. We noted that the person who prepares checks also mails the checks after they have been signed by authorized signers.

Cause - As the City has continued to experience growth and the volume of financial activity has increased, certain procedures have become obsolete due to increased staff workloads. Segregation of certain duties and compensating controls through oversight and processes have not been updated to reflect the need for additional segregation of duties.

Effect - Inadequate segregation of duties could adversely affect the City's ability to prevent, or detect and correct, misstatements, errors or misappropriation on a timely basis by employees in the normal course of performing their assigned functions.

Recommendation - The City should review its control activities to obtain the maximum internal control possible under the circumstances by utilizing current staff and new hires in the future.

Response - The City implemented internal control policies at City Hall in January 2018. The policies are reviewed regularly to look for additional methods of segregation. As City Hall staff are added, additional segregation measures will be added.

Conclusion - Response accepted.

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2018

Part II. Current Year Findings Related to the Financial Statements (Continued)

Instances of Noncompliance

II-B-18 Deposits and Investments

Criteria - The City is required by Chapter 12C.2 of the Code of Iowa to designate the authorized depositories of the City.

Condition - We noted that the maximum depository amount at a bank was exceeded from July 1, 2017 through July 25, 2017. We noted that this bank was removed from the City's amended depository resolution adopted April 25, 2017. The City had four certificates of deposit at the bank at the time of the amendment of the depository resolution, and through July 25, 2017. In addition, the certificates of deposit totaled \$288,990, which resulted in \$38,990 in excess of federal depository insurance.

Cause - The City erroneously overlooked the certificates of deposit at the bank when preparing the amendment to the depository resolution in April 2017.

Effect - The City's deposits remained at a bank not covered by the amendment to the depository resolution. In addition, the amount in excess of federal depository insurance coverage was at risk of loss.

Recommendation - The City should carefully review all of its bank accounts and certificates of deposit to ensure that all funds are covered by the City's depository resolution.

Response - The investments that were overlooked have been added back into the City's depository resolution. City staff implemented an update of all paperwork on those accounts as well. The City's depository resolution will be reviewed and updated as necessary.

Conclusion - Response accepted.

II-C-18 Financial Condition

Criteria - The City is responsible for ensuring that adequate sources of funds are available to ensure the City remains in good financial condition.

Condition - The City had deficit balances at June 30, 2018 in five capital projects funds, the Park Development capital reserve account within the General Fund and the Sewer Capital Projects capital projects account within the Sewer Enterprise Fund that arose because project and construction costs were incurred prior to the availability of funds.

Cause - In many cases, the costs of construction projects and activities are expended prior to the availability of certain funds. The City has followed the practice of using available City funds to pay for project and construction costs and then seek grant reimbursements or authorize the sale of bonds to replenish the fund balances. The City should make sure that there are adequate revenues, grants, proceeds from sales of bonds and available City funds to cover the costs of these projects and construction activities.

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2018

Part II. Current Year Findings Related to the Financial Statements (Continued)

Instances of Noncompliance (Continued)

II-C-18 Financial Condition (Continued)

Effect - The City's financial condition may be subject to risk if adequate funding and funds on hand are not available to pay for the costs of these projects as well as other operations of the City.

Recommendation - In many cases, the costs of construction projects and activities are expended prior to the availability of certain funds. The City has followed the practice of using available City funds to pay for project and construction costs and then seek grant reimbursements or authorize the sale of bonds to replenish the fund balances. The City should make sure that there are adequate revenues, grants, proceeds from sales of bonds and available City funds to cover the costs of these projects and construction activities.

Response - The City works to ensure that negative fund balances are limited. Due to capital projects crossing over fiscal years and the City borrowing for projects when they are complete, it will be common practice to have negative fund balances in capital project funds. These funds are monitored consistently.

Conclusion - Response accepted.

II-D-18 Certified Budget

Criteria - The City is required by Chapter 384 of the Code of Iowa to adopt and certify an original budget, and amended budgets as necessary.

Condition - We noted that the Notice of Public Hearing for amending the budget for the year ended June 30, 2018 stated that the date of the Council meeting for amending the budget was May 24, 2018. The actual date of the Council meeting was May 22, 2018 and the date of the adoption and certification of the amended budget was also noted to be May 22, 2018. There was no meeting held on May 24, 2018.

Cause - The City erroneously used the incorrect date of the meeting when preparing the Notice of Public Hearing.

Effect - The City's amendment of the budget for the year was not valid due to the error, and the budget in effect for the full year was the adopted original budget. The budgeted amounts for five expenditure functions were exceeded during the year, and three of the function overexpenditures were material to the financial statements.

Recommendation - The City should carefully review all information prepared in the budgeting process to ensure that it is correct and consistent.

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2018

Part II. Current Year Findings Related to the Financial Statements (Continued)

Instances of Noncompliance (Continued)

II-D-18 Certified Budget (Continued)

Response - The City is having an extra reviewer look at publication documents to ensure that the dates and data are correct before sending for publication.

Conclusion - Response accepted.

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2018

Part III. Current Year Findings and Questioned Costs for Federal Awards

Instances of Noncompliance

No matters were noted.

Internal Control Deficiencies

CFDA Number 66.468: Capitalization Grants for Drinking Water State Revolving Funds

Pass-through Entity Identifying Number: FS-87-15-DWSRF-016

Federal Award Year: 2018

Prior Year Finding Number: III-A-17 (2017-001)

Environmental Protection Agency

Passed Through Iowa Finance Authority

CFDA Number 20.205: Highway Planning and Construction

Pass-through Entity Identifying Numbers: STP-U-5557(618)--70-52 ; STP-U-5557(620)--70-52

Federal Award Year: 2018

Prior Year Finding Number: N/A

U.S. Department of Transportation

Passed Through Iowa Department of Transportation

III-A-18 Segregation of Duties - The City did not properly segregate recording of cash
(2018-001) receipts and preparing checks, including those related to federal programs. See
Finding II-A-18.

CITY OF NORTH LIBERTY, IOWA

Schedule of Findings and Questioned Costs

Year Ended June 30, 2018

Part IV. Other Findings Related to Required Statutory Reporting

IV-A-18 **Certified Budget** - See Finding II-D-18.

IV-B-18 **Questionable Disbursements** - We noted no disbursements that may not meet the requirements of public purpose as defined in an Attorney General's opinion dated April 25, 1979.

IV-C-18 **Travel Expenses** - No disbursements of City money for travel expenses of spouses of City officials or employees were noted.

IV-D-18 **Business Transactions with City Officials and Employees** - We noted no business transactions between the City and City officials or employees during the year ended June 30, 2018.

IV-E-18 **Bond Coverage** - Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure that the coverage is adequate for current operations.

IV-F-18 **Publication of Council Minutes** - No transactions were noted from the minutes of the Council meetings that we believe should have been approved by the Council but were not. The minutes of all Council meetings tested for compliance with publication were made within fifteen days as required by Chapter 372.13(6) of the Code of Iowa.

IV-G-18 **Deposits and Investments** - See Finding II-B-18.

In addition, the maximum depository amount at one of the banks the City is authorized to bank with was exceeded for two days in April 2018 and for 4 days in May 2018. It appears that the maximum depository amount was exceeded in April 2018 due to a significant receipt of property taxes, and in May 2018 due to accumulating funds for the June 1, 2018 payment of principal and interest on the City's outstanding bonds.

Recommendation - Total deposits on hand at the banks the City is authorized to bank with should be reviewed on a regular basis by appropriate City staff in order to minimize the time that balances at any of the authorized depositories exceed, or are expected to exceed, the maximum depository amounts.

Response - The City has updated the depository resolution to accommodate bond payments on June 1 of each year. The City ensures in May that the amount in the resolution is sufficient to accommodate the necessary balance accumulation.

Conclusion - Response accepted.

IV-H-18 **Revenue Bonds and Notes** - No instances of noncompliance with the revenue bond and note resolutions were noted.

IV-I-18 **Financial Condition** - See Finding II-C-18.

IV-J-18 **Annual Urban Renewal Report** - The annual urban renewal report was properly approved and certified to the Iowa Department of Management on or before December 1 and no exceptions were noted.

Resolution No. 2019-03

**RESOLUTION ACCEPTING THE AUDIT REPORT FOR FISCAL YEAR
2018 AS COMPLETED BY WINKEL, PARKER & FOSTER CPA, PC**

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

WHEREAS, Winkel, Parker & Foster CPA, PC has completed the Audit Report for Fiscal Year 2018;

WHEREAS, the City Council has received the City's Audit Report; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of North Liberty, Iowa, that the Audit Report for Fiscal Year 2018 as completed by Winkel, Parker & Foster CPA, PC is accepted.

APPROVED AND ADOPTED this 8th day of January, 2019.

CITY OF NORTH LIBERTY:

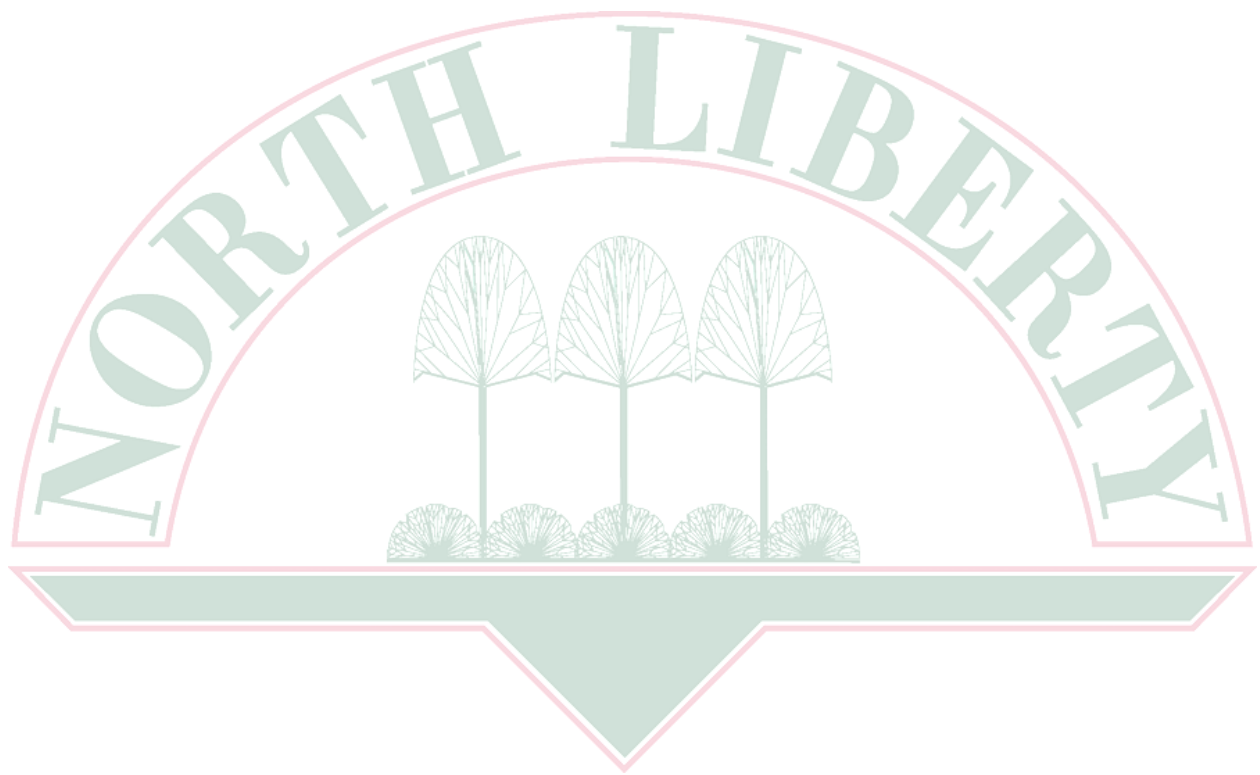
TERRY L. DONAHUE, MAYOR

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 Attorney Contract



**City of North Liberty
Employment Agreement – City Attorney**

This agreement, made and entered into _____, by and between the City of North Liberty, State of Iowa, a municipal corporation hereinafter called “Employer,” and Colin C. Smith, hereinafter called “Employee,” each of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Colin C. Smith as City Attorney of the City of North Liberty, as provided by Chapter 20 of the North Liberty Municipal Code; and

WHEREAS, it is the desire of the City Council of North Liberty, hereinafter called “Council,” to provide certain benefits, establish certain conditions of employment and to set working conditions of said employee; and

WHEREAS, it is the desire of the Council to secure and retain the services of the Employee and to provide a means for terminating Employee’s services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to serve as City Attorney of North Liberty;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer agrees to employ Colin C. Smith as City Attorney of Employer, beginning no later than _____, to perform the functions and duties specified by the North Liberty Municipal Code, and to perform other duties and functions as assigned.

Section 2: Term of Contract

- A. This agreement shall be for an indefinite time.
- B. Nothing in this section shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 3, Paragraphs A and B of this agreement.
- C. Nothing in this section shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 3, Paragraph C.

Section 3: Termination and Severance Pay

- A. In the event Employee is terminated by the City Council during such time as Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to four months' aggregate salary, health and dental insurance benefits, and deferred compensation, and, in the event the Employee is terminated within four months of a City election, an additional four months' aggregate salary, health and dental insurance benefits, and deferred compensation; provided, however, that in the event Employee is terminated for cause, Employer shall have no obligation to pay the aggregate severance designated in this paragraph. Cause is defined as but not limited to: Employee's theft or misappropriation of the City's property or Employee's dishonesty; Employee's failing to cure or correct after receiving specific written notice from the City of the areas of material incompetence or inefficiency; Employee's material violation of the City's rules, regulations, or policies; Employee's willful neglect of duty; Employee's conviction of a crime or immoral act which would materially damage the reputation of the City or affect the performance of his duties; or Employee's malfeasance in office.
- B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, the Employee may, at his option, be deemed to be "terminated" at that date of such reduction or such refusal to comply within the meaning and context of the severance pay provision.
- C. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer four weeks' notice in advance, unless the parties otherwise agree in writing. In the event that the Employee voluntarily resigns, the severance provision set forth above does not apply.

Section 4: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, Employer shall have the option to terminate this agreement, subject to the severance pay requirements in Section 3, paragraph A. However, Employee shall be compensated for any accrued sick leave, vacation, and other accrued benefits.

Section 5: Salary

- A. Effective no later than _____, Employer agrees to pay Employee for his services an annual base salary of \$130,000, payable in equal installments at the same time as other employees of the Employer are paid.
- B. In addition, the Employer agrees to increase said base salary or other benefits of Employee in such amounts and to such extent as the Employer in its discretion may

determine that is desirable to do so on the basis of an annual performance evaluation and salary review of said Employee.

Section 6: Performance Evaluation

- A. The Council, Mayor and City Administrator shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation will be fair and reasonable based on the Employee's job description and job performance based on criteria developed by Employer. Further, the Council shall provide the Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the employee to discuss his evaluation with the Council.
- B. Annually, the Council, Mayor, City Administrator and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this section, the Council and Employee mutually agree to abide by the provisions of the applicable law.

Section 7: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed appropriate flexibility in his normal office hours, as approved by the City Administrator.

Section 8: Auto Allowance

The Employer will reimburse for mileage for use of Employee's personal vehicle for City business conducted outside of City limits, per City policy and federal/state regulations.

Section 9: Vacation, Sick, Personal Leave Days

- A. The Employee shall be credited 40 hours of vacation leave upon employment and 120 hours of vacation leave annually on Employee's anniversary date for five years. After five years, Employee shall accrue vacation at a rate of 160 hours per year, and all subsequent increases defined in the policy.
- B. The Employee shall be credited 96 hours of sick leave upon employment and shall accrue sick leave after his first year of employment at the same rate as other administrative employees of the Employer.
- C. The Employee shall be awarded personal time at the same rate as other administrative employees of the Employer.

Section 10: Disability, Health and Life Insurance

Employer agrees to make required premium payments for insurance policies such as disability, health and life that the Employer may now or hereafter have in affect for its employees and pay the premiums thereon equal to that which is provided to all other administrative employees of the Employer.

Section 11: Retirement Benefits

Employer agrees to pay its share of IPERS in accordance with applicable state laws and regulations.

Section 12: Dues and Subscriptions

Employer agrees to budget and pay for the professional dues and subscriptions for Employee, specifically the Johnson County Bar Association, Iowa State Bar Association, the American Bar Association, the Iowa League of Cities, the Iowa Municipal Attorneys Association Management, and International Municipal Attorney Association. The City may, in its discretion, also pay for additional professional dues and subscriptions for Employee.

Section 13: Professional Development

Employer hereby agrees to budget and pay for reasonable travel and subsistence expenses of Employee for the Annual Conference of the Iowa Municipal Attorneys Association and the International Municipal Attorney Association. Employer may, in its discretion, also pay for reasonable travel and subsistence expenses of Employee for additional professional and business travel, meetings and occasions adequate to continue the professional development and education of Employee and to adequately pursue necessary official and other functions of the Employer. Further, Employer, in its discretion, may agree to reimburse Employee for the basic membership costs for legal and civic organizations in the State of Iowa, North Liberty, and Johnson County, so long as there is determined to be a public benefit for Employer in being represented in said organizations.

Section 14: Indemnification

. Employer shall defend, hold harmless, and indemnify Employee from any and all liability whatsoever for expenses reasonably incurred (including court costs, attorneys' fees, fines, or any other reasonably related financial obligations) in connection with the defense of any civil or criminal proceedings against Employee in his professional or personal capacity arising out of the conduct of the Employee in the scope of his employment; provided that, the Employee acted in a good faith belief that such conduct was in the best interests of Employer and either had no reasonable cause to believe that his conduct was unlawful or acted in response to directions from the Employer directing the conduct giving rise to civil or criminal action(s). Claims arising from Employee's willful or reckless unlawful conduct will not be defended or indemnified by Employer. Employee will fully cooperate with the City in the settlement, compromise, preparation of defenses, or trial of any such claim, action, or suit. Except to the extent limited by any applicable insurance carrier, full pay and benefits shall continue during such litigation for as long as employment with the Employer continues.

Section 15: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16: Other Terms and Conditions of Employment

Employer, in consultation with the Employee, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City charter or any other law.

Section 17: Cellular Phone Allowance

Employer agrees to either provide the Employee with a \$90 monthly cellular phone allowance (shall include “smart phone” capacity) or pay directly to the provider for the same service, as determined by the Employee.

Section 18: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator
3 Quail Creek Circle
PO Box 77
North Liberty, Iowa 52317

Employee: Colin C. Smith
4443 Ashley Park Drive
West Des Moines, IA 50265

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

- A. No change, modification or waiver of any term of this agreement shall be valid unless it is in writing and signed by both parties. This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties.
- B. This agreement shall become effective commencing _____.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion

thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. This contract was jointly drafted by the parties and shall not be construed for or against either party. Iowa law will apply to its interpretation.

IN WITNESS WHEREOF, North Liberty, Iowa, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, on the day and year first above written.

EMPLOYER

EMPLOYEE

Terry L. Donahue-Mayor
City of North Liberty

Colin C. Smith-Employee

ATTEST:

Tracey Mulcahey, City Clerk

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

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

_____ This instrument was acknowledged before me on this _____ day of _____, by Colin C. Smith, Employee.

Notary Public in and for the State of Iowa

Resolution No. 2019-04

RESOLUTION APPROVING CITY ATTORNEY EMPLOYMENT AGREEMENT

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

WHEREAS, as the elected officials of the City of North Liberty, Iowa, the City Council desires to approve the appointment of Colin C. Smith as City Attorney of the City of North Liberty, as provided by Chapter 20 of the North Liberty Municipal Code; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and set working conditions of said employee as set forth in the agreement described below; and

WHEREAS, Colin C. Smith desires to serve as City Attorney of the City of North Liberty, Iowa, and is agreeable to the conditions and terms set forth in the agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, hereby approves the City Attorney Employment Agreement, as drafted and proposed to be effective on January 8, 2019, between the City and Colin C. Smith contingent upon a successful background check, physical and drug screen.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the subject agreement in behalf of the City of North Liberty, Iowa.

APPROVED AND ADOPTED this 8th day of January, 2019.

CITY OF NORTH LIBERTY:

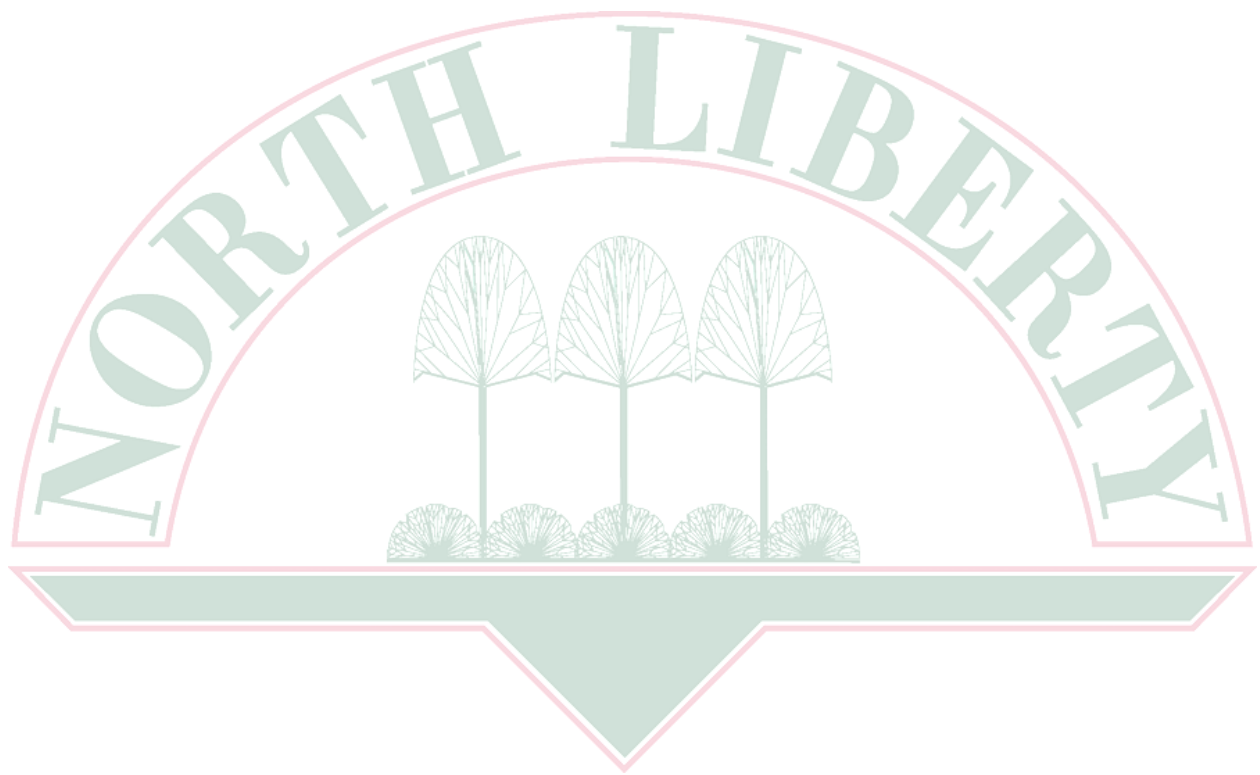
TERRY L. DONAHUE, MAYOR

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

Mickelson Preliminary Plat



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

**PRELIMINARY PLAT AGREEMENT
Mickelson Second Addition**

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

SECTION 1. REQUEST FOR PRELIMINARY PLAT APPROVAL.

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

Auditor's Parcel 2015006, North Liberty, Iowa, in accordance with the plat thereof recorded in Plat Book 59, at Page 143, in the Records of the Johnson County Recorder's Office, and Auditor's Parcel 2017115, North Liberty, Iowa, in accordance with the plat thereof recorded in Plat Book 61, at Page 274, in the Records of the Johnson County Recorder's Office,

Excepting therefrom,

Mickelson First Addition, North Liberty, Iowa, in accordance with the recorded plat thereof,

Said resultant tract contains 38.29 acres, and is subject to easements and restrictions of record.

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

The City agrees that it will approve the preliminary plat upon the condition that the Developer enter into and abide by this Agreement.

SECTION 3. PROPERTY IMPROVEMENTS.

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 (including applicable federal and state laws and regulations), with inspections by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications.

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

SECTION 4. PRELIMINARY AND FINAL PLAT CONDITIONS AND REQUIREMENTS.

The Developer acknowledges that the requirements of the City's ordinances and design standards must be met for each and every part of the area included in the preliminary plat. Further, the Developer acknowledges that a separate Developer's Agreement will be required for each final plat submitted to the City, which shall specify responsibilities and limitations for, at a minimum, the following: public improvements, utilities, erosion control and grading, phased development, occupancy and building permits, engineering administration and construction observation, utility assessments, and other private costs. Further, the Developer acknowledges that the responsibilities and limitations to be addressed in a particular Developer's Agreement may not finally be determined until submission and approval of construction plans and the final plat for any part included in the preliminary plat.

SECTION 5. SPECIAL CONDITIONS AND REQUIREMENTS.

In addition to the standard conditions and requirements set forth in Section 4, the City and the Developer agree to the following conditions and requirements for preliminary platting and, further, for final platting of any part or all of the area included in the preliminary plat:

1. The Developer shall pay the West Trunk sewer tap on-fee in the amount of \$1,229 per gross acre for the property included in any given final plat, with the payment to be submitted to the City in full prior to Council approval of that final plat.
2. The parties agree that the City shall pay for one-half (1/2) of the actual costs of constructing Remley Street, as well as the storm sewer and sidewalk improvements directly related to that street and within this subdivision. An

- itemized estimate of the aforementioned costs involved therewith is attached hereto as Exhibit "C". While the figures included in Exhibit "C" represent the Developer's good faith projection of the likely actual costs of completion, the City's obligation will be limited to one half of the actual, documented final costs as described. A visual depiction of the area contemplated by this cost-sharing agreement is attached hereto as Exhibit "D".
3. All lots in this subdivision shall share in the responsibility for the maintenance of the pond area planned for construction with a future subdivision south of this this subdivision.
 4. The Concept Plan for Auditor's Parcel 2015006 is Exhibit B, which is attached and incorporated into this agreement. The Developer agrees that the Concept Plan, while not binding on the Developer or the City, is a factor in the City's approval of this preliminary plat. Future subdivisions are expected to be consistent with the Concept Plan, unless the parties agree otherwise.
 5. Sanitary sewer hookup fees will need to be paid prior to any final plat approval.
 6. Off-site easements may need to be provided prior to construction plan approval. In the event such easements are required to be placed on neighboring properties adjacent to Remley Street, the City shall take such steps as are reasonably practicable to facilitate their acquisition, but excluding contributing to the costs associated therewith.
 7. The parties agree that the easterly portion of Outlot A is zoned RS-7, a district that requires reservation of open space. The Developer and Owner acknowledge that the City expects that at least 2.2 acres of open space will be set aside in the development of that property and, further, that this expectation is a factor in the approval of the subject preliminary plat.
 8. On 29' wide streets, on-street parking will be allowed only on one side of the street. No parking signs are required on the opposite side of street.

SECTION 6. DEVELOPER'S DEFAULT.

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.

SECTION 7. TIME OF PERFORMANCE.

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

1. Upon written request of the Developer, the City Council by resolution grants an eighteen (18) month extension of time. Extension criteria may include, but are not

limited to: considerations related to changes in surrounding properties, changes in infrastructure needs, changes in code requirements, or other factors related to whether the subdivision as approved remains appropriate and in the best interests of the city; or

2. Final plat(s) of all or part of the preliminary plat are recorded prior to the expiration of the preliminary plat. Any time a final plat is recorded, the preliminary plat approval shall be automatically extended for a new period of eighteen (18) months from the date Council approved the recorded final plat.

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

SECTION 8. PROPERTY INTERESTS AND RESPONSIBILITIES.

At the time of this agreement, a portion of the property described in Section 1 is owned by Hodge Construction, Inc. (the "Owner"), with the Developer and the Owner together owning 100% of said described property. Accordingly, the Developer and the Owner of the subject property acknowledge and agree to the following conditions and terms:

1. The Developer has no right to submit or request any action on the part of the City on a final plat or any plans or documents related to a final plat until the Developer has full ownership of all the property included in the final plat, unless otherwise agreed to in writing by the City.
2. The Owner specifically acknowledges and consents to all terms, responsibilities and obligations of this agreement.
3. The Owner has no separate right to develop or have any interest in the development of the property described in Section 1 in accordance with the approved preliminary plat, except as provided for in this agreement.
4. In the event the Owner transfers part or all of the property legally described in Section 1 to the Developer, the Owner shall be fully released from the commitments and obligations as set forth in this agreement upon recording of the deed, but only for the particular property that is transferred.
5. In the event the Owner transfers part or all of the property described in Section 1 to anyone other than Developer, the Owner shall be fully released from the commitments and obligations as set forth in this agreement upon recording of the deed, but only for the particular property that is transferred, and the transferee shall assume and be subject to all commitments and obligations of the Owner under this agreement for said property.
6. Prior to the Owner transferring part or all of the property described in Section 1 to anyone other than Developer, the Owner shall provide a copy of this agreement to the transferee.

7. Upon the failure of the Developer and the Owner or their successors and assigns to comply with commitments and obligations as set forth in this section, the City reserves the right to require any interested parties to enter into and execute a new preliminary plat agreement with the City or, in the alternative, to declare the preliminary plat null and void.

SECTION 9. FEES.

The Developer agrees to record this Agreement and to pay all necessary recording and filing fees. A copy of this recorded Agreement will be provided to the City.

SECTION 10. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Developer and the Owner and their successors and assigns.

SECTION 11. 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:

MLDC, Inc.
c/o Michael Hodge
711 S. Gilbert St.
Iowa City, IA 52240

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.

DATED this ____ day of _____, 2018.

CITY OF NORTH LIBERTY, IOWA

MLDC, INC., DEVELOPER

By: _____
Terry L. Donahue, Mayor

By: _____
Michael E. Hodge, President

ATTEST: _____
Tracey Mulcahey, City Clerk

HODGE CONSTRUCTION INC., OWNER

By: _____
Michael E. Hodge, President

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2018, by Michael E. Hodge as President of Hodge Construction Company, Owner, and MLDC, Inc., Developer.

Notary Public in and for the State of Iowa

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

EXHIBIT B



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
 1917 S. GILBERT ST.
 IOWA CITY, IOWA 52242
 (319) 335-8282
WWW.MMSCONSULTANTS.COM

Order	Revision

CONCEPT EXHIBIT
AUDITOR'S PARCEL
2015006
NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.	
Date:	04-20-16
Designed By:	J.L.G. / JRM
Drawn By:	JRM
Checked By:	J.L.G.
Project No.:	1296218
Sheet No.:	1
IOWA CITY	

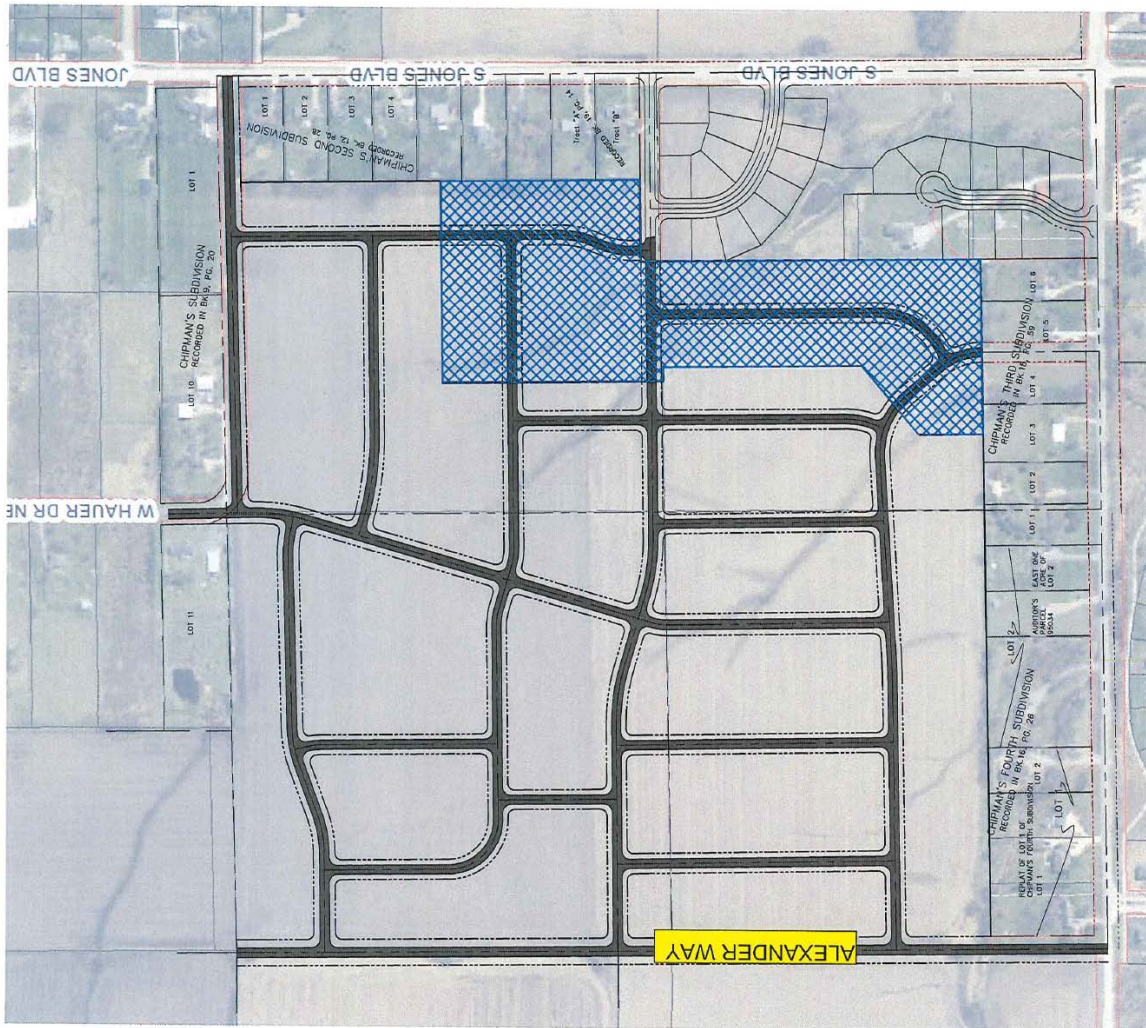
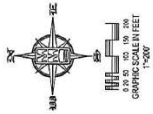


EXHIBIT C

MICKELSON SECOND ADDITION COMPUTATION OF SHARED COSTS BETWEEN "CITY" AND "DEVELOPER" RELATED TO CONSTRUCTION OF REMLEY STREET AS OUTLINED IN THE PRELIMINARY PLAT AGREEMENT					
PREPARED BY MMS CONSULTANTS, INC		NOVEMBER 6, 2018			
REVISED		NOVEMBER 27, 2018			
CONSTRUCTION ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CITY SHARE OF COST 1/2 OF TOTAL	DEVELOPER SHARE OF COST 1/2 OF TOTAL
8" THICK PCC PAVEMENT WITH INTEGRAL CURB, WITH CD BASKETS, IN PLACE	SY	4886	\$50.00	\$122,150.00	\$122,150.00
6" THICK DRAINABLE BASE, FURNISHED AND PLACED	SY	5471	\$6.00	\$16,413.00	\$16,413.00
SAW CUT CURB AT JONES BLVD	LF	83	\$4.00	\$166.00	\$166.00
REMOVE CURB AT JONES BLVD	SY	9	\$8.00	\$36.00	\$36.00
4" THICK PCC SIDEWALK	SY	1896	\$30.00	\$28,440.00	\$28,440.00
ROAD CLOSURE BARRICADE	EA	1	\$500.00	\$250.00	\$250.00
15" RCP STORM SEWER, IN PLACE	LF	757	\$31.00	\$11,733.50	\$11,733.50
18" RCP STORM SEWER, IN PLACE	LF	50	\$35.00	\$875.00	\$875.00
TRENCH BACKFILL USING SUITABLE NATIVE MATERIAL, COMPACTED TO 95% SPD	LF	807	\$8.00	\$3,228.00	\$3,228.00
STORM SWER INTAKE, SW-510	EA	11	\$4,000.00	\$22,000.00	\$22,000.00
STORM SWER INTAKE, SW-512	EA	1	\$1,600.00	\$800.00	\$800.00
6" SUMP PUMP DRAIN LINE INCLUDING GRANULAR BACKFILL	LF	2599	\$8.50	\$11,045.75	\$11,045.75
GRADING WITHIN REMLEY ROW- CUT	CY	6929	\$3.00	\$10,393.50	\$10,393.50
STREET SUBGRADE PREPARATION, INCLUDING MOISTURE ADJUSTMENT AND COMPACTION	CY	1824	\$2.75	\$2,508.00	\$2,508.00
BACKFILL CURB AND SPREAD TOP SOIL	CY	1360	\$1.75	\$1,190.00	\$1,190.00
TOTALS				\$231,228.75	\$231,228.75

EXHIBIT D

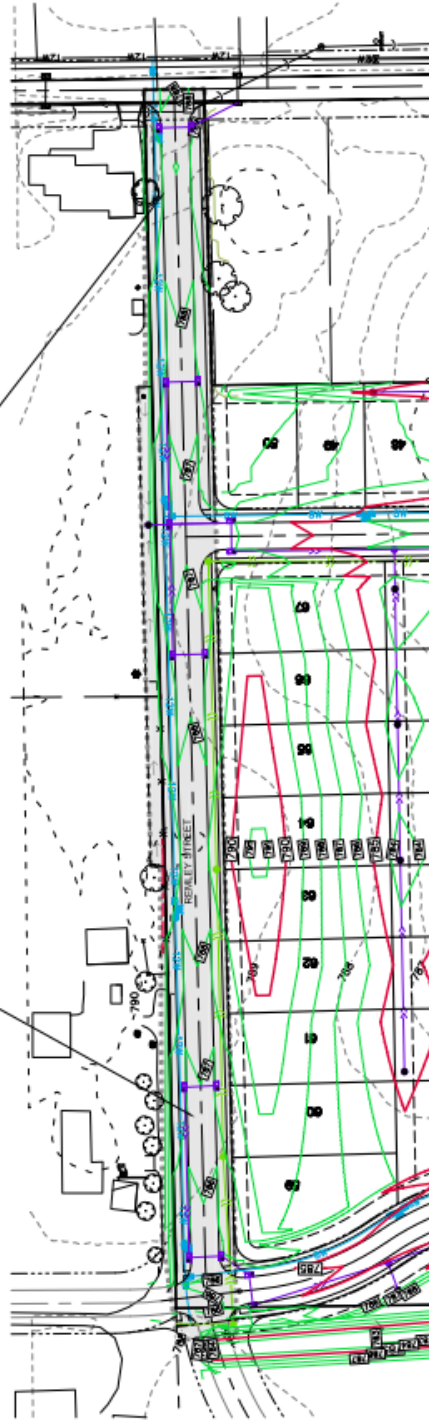
MICKELSON SECOND ADDITION NORTH LIBERTY, IOWA COST SHARING EXHIBIT FOR IMPROVEMENTS RELATED TO REMLEY STREET



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8262
www.mmsconsultants.net



COST SHARING INCLUDES ITEMS ASSOCIATED WITH STREET PAVING, SIDEWALKS, SIGNAGE, LIGHTS AND TRAFFIC SIGNALS. OFFSITE EASEMENTS ADJACENT TO THE NORTH SIDE OF REMLEY STREET, AS DEPICTED BY THE SHADED AREA ON THIS EXHIBIT.



10/10/2014 10:22:40 AM T:\Projects\2014\10-10-2014\10-10-2014.dwg

Resolution No. 2019-05

RESOLUTION APPROVING THE PRELIMINARY PLAT AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND MLDC, INC. THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH A PRELIMINARY PLAT WILL BE APPROVED FOR MICKELSON SECOND ADDITION IN THE CITY OF NORTH LIBERTY, IOWA

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

WHEREAS, the terms and conditions for the approval of the Preliminary Plat of Mickelson Second Addition have been set forth in an Agreement between the City of North Liberty and MLDC, Inc.; and

NOW, THEREFORE, BE IT RESOLVED that that the Agreement between the City of North Liberty and MLDC, Inc. is approved for the Preliminary Plat of Mickelson Second Addition, North Liberty, Iowa.

APPROVED AND ADOPTED this 8th day of January, 2019.

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



Recommended for approval 8/7/2018 by Planning Commission. Since that time, the developer and staff have been developing the Preliminary Plat Agreement.

August 1, 2018

Memo

To: North Liberty Planning Commission

From: Dean Wheatley, Planning Director

Subject: Request of Hodge Construction to approve a preliminary plat, Mickelson Second Addition, for single-family residential development west of the recent Smigel subdivision near the northwest corner of South Jones Boulevard and Forevergreen Road.

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

Ryan Heiar, City Administrator

Tracey Mulcahey, Assistant City Administrator

Tom Palmer, City Building Official

Scott Peterson, City Attorney

Kevin Trom, City Engineer

Dean Wheatley, Planning Director

This request is to subdivide an existing 38.29 acre parcel into 47 single-family lots sized to meet requirements of the current zoning of RS-6, as well as two small and one large outlots intended to part of future additions to the west and south. RS-6 lot requirements are:

Width: 70 feet

Area: 70,000 square feet

Front Yard Setback: 25 feet (both frontages for corner lots)

Rear Yard Setback: 30 feet

Side Yard Setbacks: 8 feet

A concept plan for the much larger area extending to the west of this plat has been developed by the applicant, showing in general the extension of streets in the Major Street network and how internal neighborhood streets might all connect in the future. Also, this preliminary plat shows area to the south owned by this developer but not included in this plat, for reference purposes. The Good Neighbor meeting for this plat was held concurrently with the rezoning, and five resident households attended. Various concerns were expressed, including storm water management grading issues done with Part One currently under construction, sanitary sewer service along Jones Boulevard, and the extension of planned Noah Street south to Forevergreen Road.

Access to this site has been a concern as it has developed, as the number of lots/housing units served needs to be controlled for emergency services purposes. To that end, City staff has urged the developer to extend proposed Remley Street east to Jones Boulevard as part of this project. It is

shown as a collector street in the Major Street Plan, so it is an important corridor for extension farther west beyond this subdivision and ultimately to Kansas Avenue.

City staff has also discussed the potential of partnering with this developer in establishing a neighborhood park, most likely at the southern end of Outlot C in conjunction with the storm water management pond.

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

Notes:

- A Preliminary Plat Agreement is required, to include at least the following provisions:
 - Funding for the east-west collector street, Maddie Lane.
 - West trunk sewer connection fees: \$1,229 per acre.
 - Definition of lots to be responsible for the maintenance of the pond area planned for construction with a future subdivision south of this site.
 - The concept plan referenced and included as an exhibit.
- Sanitary sewer hookup fees will need to be paid prior to final plat approval.
- Off-site easements may need to be provided prior to construction plan approval.
- The RS-7 area outside of this plat must include enough open space to meet the Zoning Ordinance requirement for 25% reservation of open space, possibly utilizing the pond area. The area rezoned is 8.76 acres = 2.2 acres of open space.
- On roads 29' wide, on-street parking will be allowed on one side of the street. No parking signs are required on opposite side of street.

Resolution No. 2019-06

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF
MICKELSON SECOND ADDITION, NORTH LIBERTY, IOWA**

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

WHEREAS, the owner and developer, MLDC, Inc., have filed with the City Clerk a preliminary plat described in Exhibit A which is attached hereto;

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Preliminary Plat for Mickelson Second Addition is approved.

APPROVED AND ADOPTED this 8th day of January, 2019.

CITY OF NORTH LIBERTY:

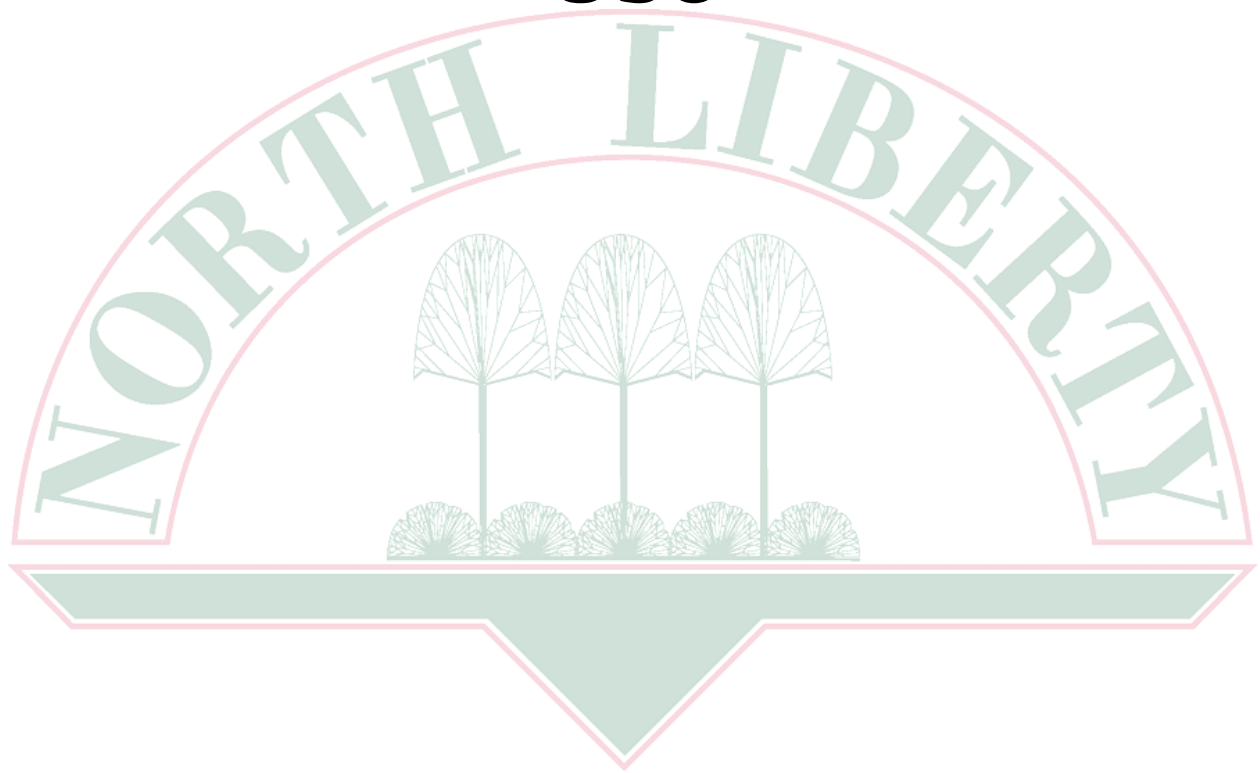
TERRY L. DONAHUE, MAYOR

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

Hardwick Conditional Use





December 12, 2018

Memo

To: North Liberty Planning Commission
From: Dean Wheatley, Planning Director
Subject: Conditional Use Request in Johnson County, within the Fringe Area Agreement growth area for North Liberty

Recommended for approval subject to the following conditions by the Planning Commission on 1/2/2019:

1. CU applies to this owner only.
2. No retail sales.
3. Term of CU limited to 2 years.

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
Kevin Trom, City Engineer
Dean Wheatley, Planning Director

This request is for a conditional use to establish a lawn maintenance business for 2-5 years at 2780 S Front Street, generally located on the east side of Front Street between the Broadmoor and Windsor Farms subdivisions. The property is not within the North Liberty corporate limits but is within an area designated in the City-County Fringe Area Agreement for City growth, and for City comments to be provided to the County for intended development. The property is zoned A, Agricultural, in Johnson County, and “Landscaping Business” is a conditional use in that district.

This property is surrounded on three sides by North Liberty residential development, and the planned future use is residential development. All access to the site is from and through City streets. City sanitary sewer and water are immediately available but not connected.

Staff Comments Regarding the Proposed Conditional Use

Storm water impacts. The applicant has applied to the County for a waiver of storm water management requirements, a waiver the City would not agree to if the property was located within the corporate limits. It should be noted that this same property also contains the Colony Pumpkin Patch grounds, which also have been developed with no storm water management measures. Storm water from this site will travel unabated generally west toward Front Street, then north to the storm sewer that crosses Front Street just south of the Broadmoor neighborhood and runs into Muddy Creek. An incremental expansion of existing recently-graveled areas is proposed as part of this plan. While the impact to storm water control is minimal with this proposal, it does establish additional impermeable or reduced permeability area on the site, in addition to buildings constructed over the past several years, and storm water from those surfaces flows into the system North Liberty is responsible for maintaining.

Street/Traffic impacts. Traffic volumes and patterns are not expected to be significantly impacted by this development; however, traffic to and from the site will be commercial in nature and not residential. Tracking of rock and mud onto Front Street can be expected, and the City is expected to control this by the IDNR.

Land use impacts and adjacent properties.

There are several known characteristics of this proposal that make it generally incompatible with existing residential development and development in the City in general, including:

- No storm water management, detailed above.
- Exposed commercial garbage dumpster.
- Dust from unpaved parking and parking access.
- Noise from commercial landscape business operations.
- Lack of restroom facilities for employees.

Additional nonresidential development on this site, especially development not constructed to City standards, is a blighting influence on the surrounding neighborhoods and staff recommends that the City oppose this conditional use.



Conditional Use Permit Request

JOHNSON COUNTY BOARD OF ADJUSTMENT - APPLICATION FOR PUBLIC HEARING

Date of Application: 11-14-18

Parcel ID #: 0718351001

Application #: BOA-18-27701

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

2780 FRONT ST ; owner of property is Margaret Colony

Proposed Use Temporary Shop for Storing + maintaining Lawn Equipment

Address of Location In North Liberty, IA

Owner of Record and Address: Margaret Colony

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

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

DAVID SCOTT HARDWICK

Applicant or Representative (Please Print)

David Scott Hardwick

Signature of Applicant, owner, contract purchaser, or agent

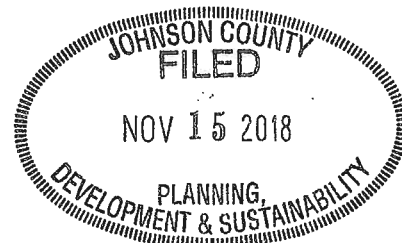
275 JUNIPER CT

Address

H) 319-626-3573 C) 319-430-7741

Telephone number

iowacity.owner@groundsguys.com



Proposed Use Explanation:

First let me state that the proposed use of this location will be a temporary situation. The projected 2-5 year plan is to ultimately move the storage/maintenance of lawn maintenance equipment and the home office (under permit with the City of North Liberty) to a commercial location in a city or town yet to be determined in Johnson county where all business operations will take place.

The primary use of this property will be for storage and maintenance of all lawn equipment utilized by our new start up franchise, the Grounds Guys of Iowa City. The equipment we will have on site include but are not limited to:

- Truck and enclosed trailer, snow plow and tail-gate spreader (ice melt)
- Gas powered Rider, walk-behind & push lawn mowers (various sizes)
- Gas powered String trimmers & blowers
- Gas powered Aerators & De-thatchers (power rake)
- Gas powered Small Chipper/shredder
- Gas powered Lawn Vacuum
- Gas powered Chain saws & Hedge trimmers
- Various hand tools and other non-fueled equipment (Ladders, Air Compressor, etc.)

Since we are a start up business, initially the number of staff and employees will be less than five (5) for the first year (2019) and less than eight (8) for the second year (2020).

The hours of operation where staff and employees will be on or using site will be Monday-Friday from 7:45 a.m. to 4:00 p.m., no later than 5:00 p.m.

Parking for the staff and employees will be primarily on the graveled areas around the garage where the equipment is stored & maintained, which is on the main graveled driveway.

All lawn service work performed by the staff and employees will be off site at the properties of the clients of the franchise. The only work that will be performed on site will be maintenance and upkeep of equipment (changing blades on mowers, cleaning equipment, etc.).

Any and all oil changes and other fluids, and any major equipment repairs will be off site at Pyramid Services, Inc in Iowa City.

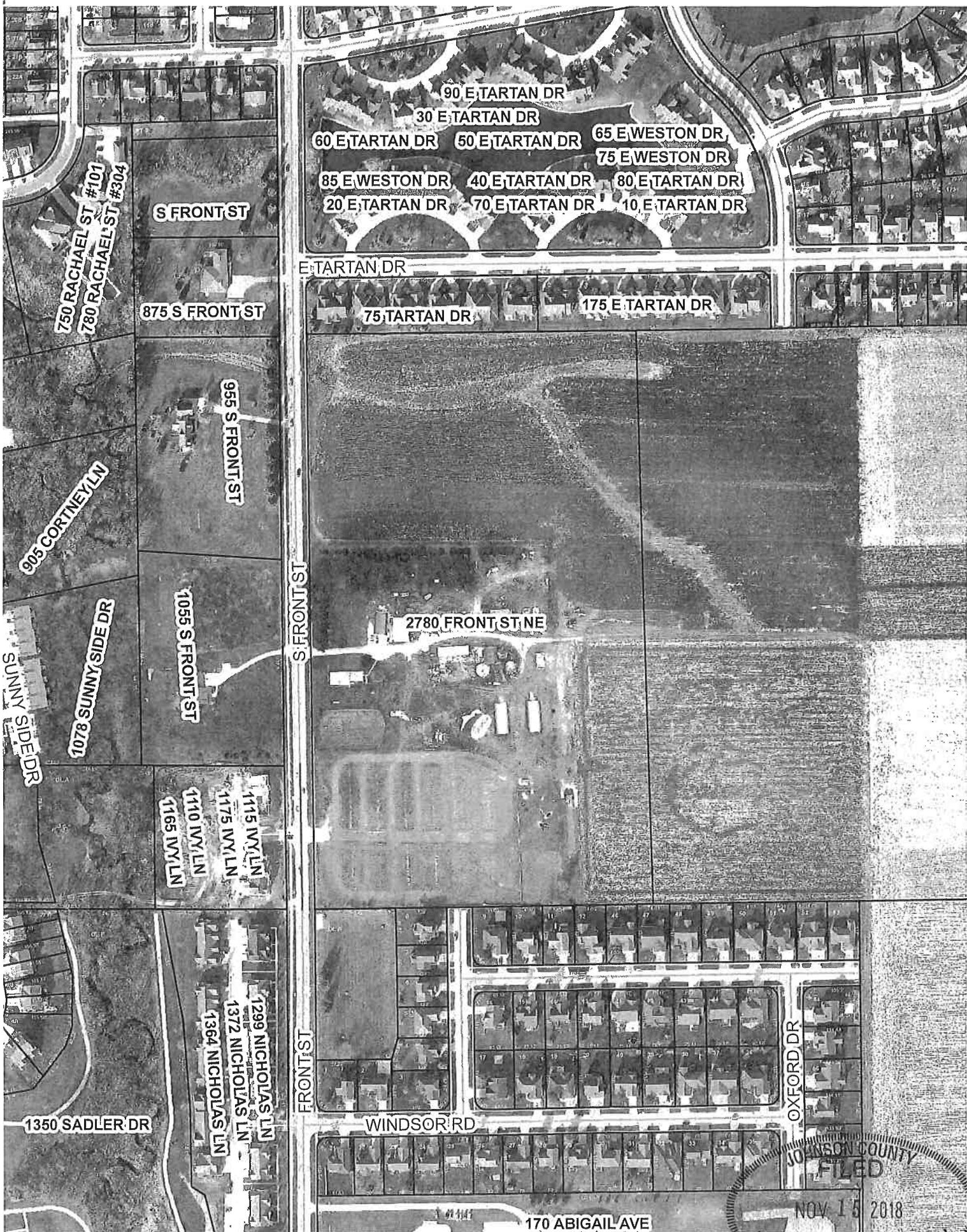
There will be minimal water use outside of washing trucks, trailers & other equipment that require daily or weekly washing or cleaning. The water used will be taken from the well faucet located on farm grounds near the farm house, across from the garage. The use of a port-a-potty will serve as the wastewater provision.

Since this location is not projected to be used for retail, there will not be any business signage. The trucks and trailers will be branded for the Grounds Guys and will be parked during non-working hours on site. These could be viewed as "signage" but they will be in use off site during working hours (listed above). There will be no permanent signage erected on site.

Materials necessary for lawn care (Fertilizer) and snow and Ice removal (Ice Melt) would also be stored on site on pallets inside the garage in a designated storage area.

Garbage pickup would be by dumpster, located on site, on a weekly or as needed basis.





750 RACHAEL ST #101
780 RACHAEL ST #304

S FRONT ST

875 S FRONT ST

955 S FRONT ST

905 CORTNEY LN

SUNNY SIDE DR

1078 SUNNY SIDE DR

1055 S FRONT ST

S FRONT ST

1115 IVY LN
1175 IVY LN
1110 IVY LN
1165 IVY LN

1350 SADLER DR

1299 NICHOLAS LN
1372 NICHOLAS LN
1364 NICHOLAS LN

FRONT ST

WINDSOR RD

170 ABIGAIL AVE

90 E TARTAN DR
30 E TARTAN DR
60 E TARTAN DR 50 E TARTAN DR 65 E WESTON DR
75 E WESTON DR
85 E WESTON DR 40 E TARTAN DR 80 E TARTAN DR
20 E TARTAN DR 70 E TARTAN DR 10 E TARTAN DR

E TARTAN DR

75 TARTAN DR

175 E TARTAN DR

2780 FRONT ST NE

JOHNSON COUNTY
FILED
NOV 15 2018
PLANNING,
DEVELOPMENT & SUSTAINABILITY

2780 front street northeast, north liberty, ia

2780 Front St NE >

Frank E & Margaret J Colony

JOHNSON COUNTY
FILED
NOV 15 2018
PLANNING
& SUSTAINABILITY

Colony Pumpkin Patch

©2018 Google - Imagery ©2018 USDA Farm Service Agency, DigitalGlobe, Map data ©2018



1:21 P

PARK

PARK

JOHNSON COUNTY
FILED
NOV 15 2018
PLANNING
DEVELOPMENT & SUSTAINABILITY

Office Use Only		
	<i>Date Filed</i>	<i>Application Number</i>



JOHNSON COUNTY, IOWA

REQUEST FOR WAIVER: Sensitive Areas Ordinance

The undersigned hereby requests waiver from the Sensitive Areas Ordinance requirements of the Johnson County Unified Development Ordinance in connection with the following project:

Subdivision Name or type of request: Conditional Use Permit

Street address or layman's description: 2780 Front St. NE,
North Liberty, IA 52317

Parcel Number(s): 0718351001

N/A iowacity.owner@groundsguys.com
Name of Engineer/Surveyor *Contact Email and Phone*

Justification for granting this waiver request should be attached hereto. See back of this page.

PLEASE PRINT OR TYPE

The undersigned affirms that the information provided herein is true and correct. If applicant is not the owner, applicant affirms that the owner(s) of the property described on this application consent to this waiver being submitted, and said owners hereby give their consent for the office of Johnson County Planning, Development, and Sustainability to conduct a site visit and photograph the subject property.

Margaret J. Colony
Name of Owner

David Scott Hardwick
Name of Applicant (if different)

275 Juniper Court, North Liberty, IA 52317
Applicant Street Address (including City, State, Zip)

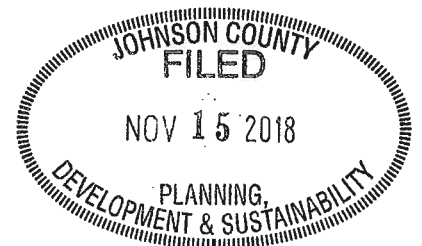
319-430-7741 iowacity.owner@groundsguys.com
Applicant Phone *Applicant Email*

Applicant Signature

ADMINISTRATIVE OFFICER'S DECISION: APPROVE Partial Approval** DENY

ADMINISTRATIVE OFFICER *DATE*

**See accompanying letter for explanation for specific requirements.



Office Use Only		
	Date Filed	Application Number



JOHNSON COUNTY, IOWA

REQUEST FOR WAIVER: Stormwater Management Requirements

The undersigned hereby requests waiver from the stormwater management requirements of the Johnson County Unified Development Ordinance in connection with the following project:

Subdivision Name or type of request: CONDITIONAL USE PERMIT

Street address or layman's description: 2780 FRONT ST NE
North Liberty, IA 52317

Parcel Number(s): 0718351001

N/A
Name of Engineer/Surveyor

lowacity.owners@groundsguys.com
Contact Email and Phone

A written narrative explaining justification for granting this waiver request should be attached hereto.

PLEASE PRINT OR TYPE

The undersigned affirms that the information provided herein is true and correct. If applicant is not the owner, applicant affirms that the owner(s) of the property described on this application consent to this waiver being submitted, and said owners hereby give their consent for the office of Johnson County Planning, Development, and Sustainability to conduct a site visit and photograph the subject property.

MARGARET J. COLONY
Name of Owner

DAVID S. HARDWICK
Name of Applicant (if different)

275 JUNIPER CT NORTH LIBERTY IA 52317
Applicant Street Address (including City, State, Zip)

319 430 7741
Applicant Phone

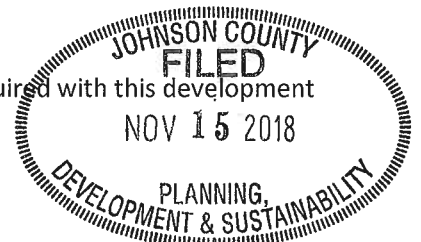
SEE ABOVE
Applicant Email

David S. Hardwick
Applicant Signature

ADMINISTRATIVE OFFICER'S DECISION: APPROVE WITH BUILDING PERMIT** DENY

ADMINISTRATIVE OFFICER _____ DATE _____

**Sediment and Erosion control, and Stormwater Management compliance will not be required with this development application, but will be required with any future building permits on this site.



Resolution No. 2019-07

**RESOLUTION REGARDING THE REVIEW OF THE DAVID
SCOTT HARDWICK CONDITIONAL USE APPLICATION,
JOHNSON COUNTY, IOWA**

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

WHEREAS, the North Liberty City Council has reviewed the proposed Conditional Use Application outside the corporate limits but within the City-County Fringe Area Agreement territory; and

WHEREAS, said Fringe Area Agreement requires City review and approval of this application prior to action by the County Board of Supervisors;

WHEREAS, the North Liberty Planning Commission reviewed the application and made the recommendation to the City Council for approval with the conditions of the term of the approval being for no more than twenty-four months, no retail sales allowed and the limitation of the Conditional Use being just for this applicant, David Scott Hardwick.

NOW, THEREFORE, BE IT RESOLVED by the City Council of North Liberty, Iowa, that David Scott Hardwick Conditional Use Application is hereby approved with the following conditions, and that County standards shall apply.

APPROVED AND ADOPTED this 8th day of January, 2019.

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

Longsterman Holdings LLC Subdivision Plat





Recommended by
Planning Commission
on 1/2/2019 that the City
defer comment on this
subdivision for reasons
cited in staff report.

December 14, 2018

Memo

To: North Liberty Planning Commission
From: Dean Wheatley, Planning Director
Subject: Request of Longsterman Holdings LLC to approve Longsterman Subdivision, located approximately 1.8 miles beyond the corporate limits along Scales Bend Road, but within the Fringe Area for City review.

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:

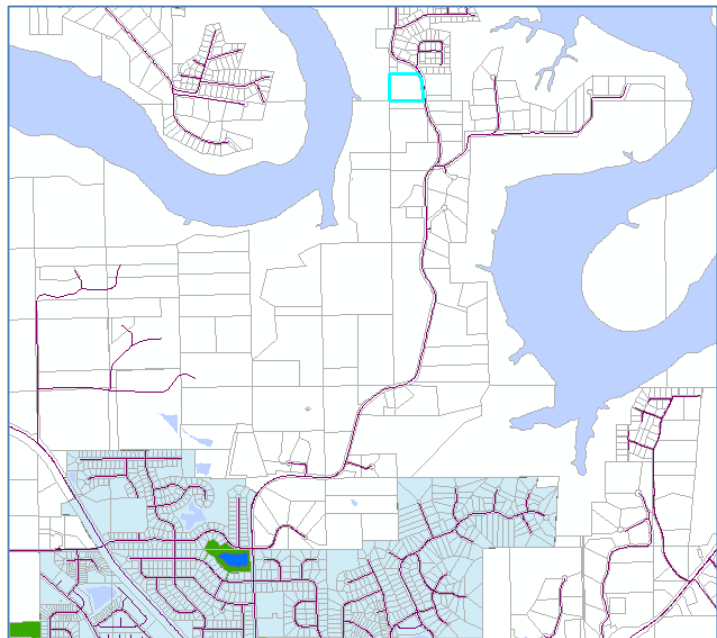
Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Tom Palmer, City Building Official
Kevin Trom, City Engineer
Dean Wheatley, Planning Director

This request is to create a four lot subdivision in the county well beyond the corporate limits by subdividing existing Lot 1, Campbell's Subdivision. City utilities are not available at or near this site.

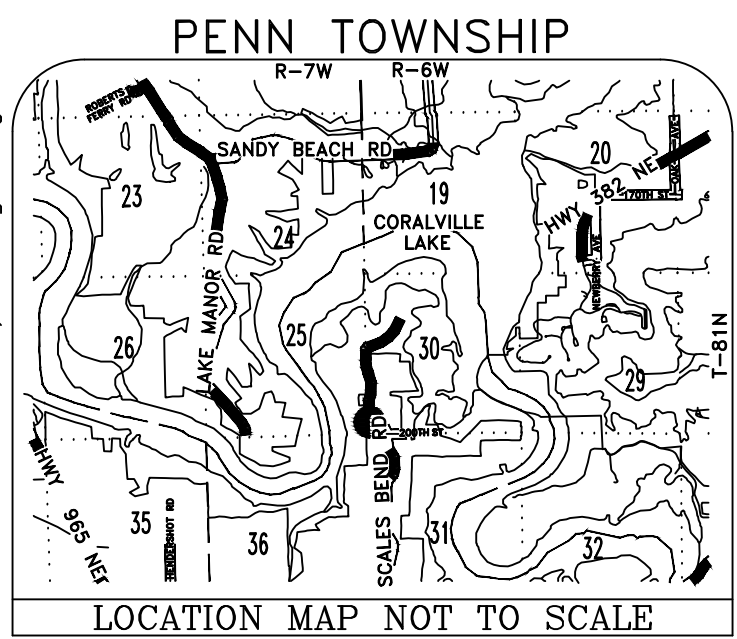
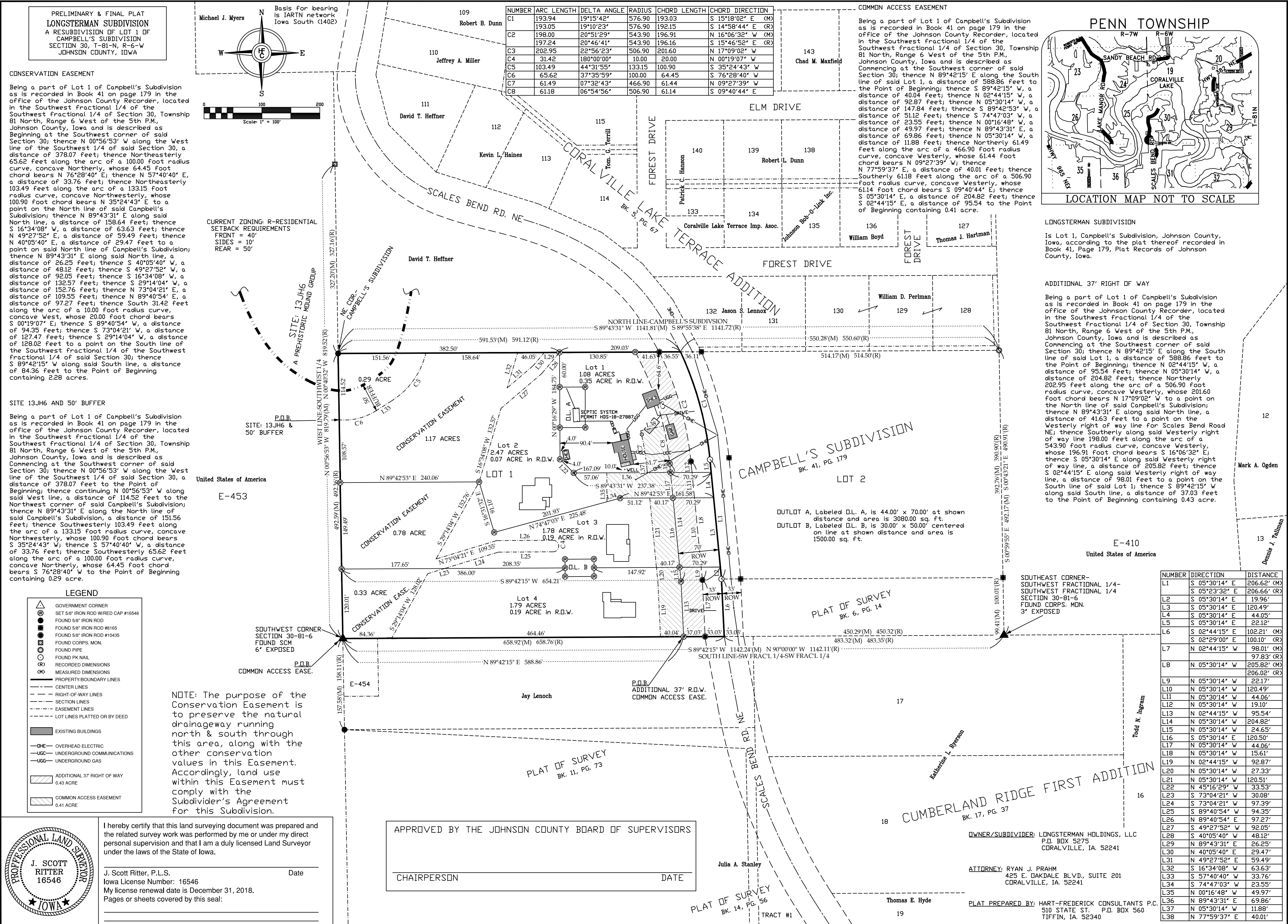
The Fringe Area provisions for this area are:

FRINGE AREAS F1 - COUNTY NORTH CORRIDOR DEVELOPMENT AREA

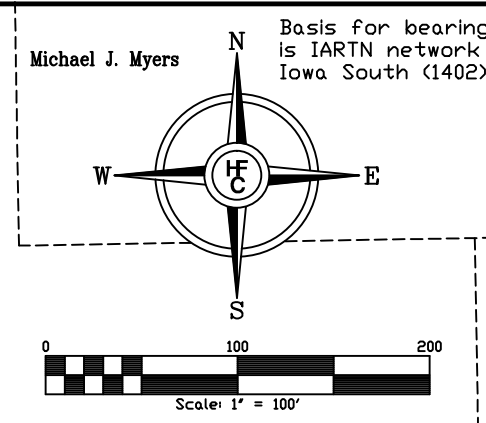
- ***Residential cluster developments are preferred, which preserves large tracts of open space.***
- ***County review of subdivisions.***
- ***All construction shall be performed in accordance with the County building permitting process.***
- ***Subdivisions shall be reviewed by the City (farmstead splits are exempt), and comments forwarded to the County; however, City approval of development proposals is not required.***



In this case, the property is outside of the City's ability to provide near to long-term sanitary sewer services, and there are no plans for annexation. Staff has no comments regarding this application, and recommends that Council defer to the County.



PRELIMINARY & FINAL PLAT
LONGSTERMAN SUBDIVISION
 A RESUBDIVISION OF LOT 1 OF
 CAMPBELL'S SUBDIVISION
 SECTION 30, T-81-N, R-6-W
 JOHNSON COUNTY, IOWA



CONSERVATION EASEMENT
 Being a part of Lot 1 of Campbell's Subdivision as is recorded in Book 41 on page 179 in the office of the Johnson County Recorder, located in the Southwest fractional 1/4 of Section 30, Township 81 North, Range 6 West of the 5th P.M., Johnson County, Iowa and is described as Beginning at the Southwest corner of said Section 30; thence N 00°56'53" W along the West line of the Southwest 1/4 of said Section 30, a distance of 378.07 feet; thence Northeasterly 65.62 feet along the arc of a 100.00 foot radius curve, concave Northerly, whose 64.45 foot chord bears N 76°28'40" E, thence N 57°40'40" E, a distance of 33.76 feet; thence Northeasterly 103.49 feet along the arc of a 133.15 foot radius curve, concave Northwesterly, whose 100.90 foot chord bears N 35°24'43" E to a point on the North line of said Campbell's Subdivision; thence N 89°43'31" E along said North line, a distance of 158.64 feet; thence S 16°34'08" W, a distance of 63.63 feet; thence N 49°27'52" E, a distance of 59.49 feet; thence N 40°05'40" E, a distance of 29.47 feet to a point on said North line of Campbell's Subdivision; thence N 89°43'31" E along said North line, a distance of 26.25 feet; thence S 40°05'40" W, a distance of 48.12 feet; thence S 49°27'52" W, a distance of 92.05 feet; thence S 16°34'08" W, a distance of 132.57 feet; thence S 29°14'04" W, a distance of 152.76 feet; thence N 73°04'21" E, a distance of 109.55 feet; thence N 89°40'54" E, a distance of 97.27 feet; thence South 31.42 feet along the arc of a 100.00 foot radius curve, concave West, whose 20.00 foot chord bears S 00°19'07" E; thence S 89°40'54" W, a distance of 94.35 feet; thence S 73°04'21" W, a distance of 127.47 feet; thence S 29°14'04" W, a distance of 128.02 feet to a point on the South line of the Southwest fractional 1/4 of said Section 30; thence S 89°42'15" W along said South line, a distance of 84.36 feet to the Point of Beginning containing 2.28 acres.

CURRENT ZONING R-RESIDENTIAL
 SETBACK REQUIREMENTS
 FRONT = 40'
 SIDES = 10'
 REAR = 50'

SITE 13JH6 AND 50' BUFFER
 Being a part of Lot 1 of Campbell's Subdivision as is recorded in Book 41 on page 179 in the office of the Johnson County Recorder, located in the Southwest fractional 1/4 of Section 30, Township 81 North, Range 6 West of the 5th P.M., Johnson County, Iowa and is described as Commencing at the Southwest corner of said Section 30; thence N 00°56'53" W along the West line of the Southwest 1/4 of said Section 30, a distance of 378.07 feet to the Point of Beginning; thence continuing N 00°56'53" W along said West line, a distance of 114.52 feet to the Northwest corner of said Campbell's Subdivision; thence N 89°43'31" E along the North line of said Campbell's Subdivision a distance of 151.56 feet; thence Southwesterly 103.49 feet along the arc of a 133.15 foot radius curve, concave Northwesterly, whose 100.90 foot chord bears S 35°24'43" W; thence S 57°40'40" W, a distance of 33.76 feet; thence Southwesterly 65.62 feet along the arc of a 100.00 foot radius curve, concave Northerly, whose 64.45 foot chord bears S 76°28'40" W to the Point of Beginning containing 0.29 acre.

United States of America
 E-453

- LEGEND**
- △ GOVERNMENT CORNER
 - ⊙ SET 5/8" IRON ROD WIRED CAP #16546
 - FOUND 5/8" IRON ROD
 - FOUND 5/8" IRON ROD #8165
 - ⊙ FOUND 5/8" IRON ROD #10435
 - ⊙ FOUND CORPS. MON.
 - ⊙ FOUND PIPE
 - FOUND PK NAIL
 - RECORDED DIMENSIONS
 - MEASURED DIMENSIONS
 - PROPERTY/BOUNDARY LINES
 - CENTER LINES
 - RIGHT-OF-WAY LINES
 - SECTION LINES
 - EASEMENT LINES
 - LOT LINES PLATTED OR BY DEED
 - EXISTING BUILDINGS
 - DHE OVERHEAD ELECTRIC
 - UGC UNDERGROUND COMMUNICATIONS
 - UGG UNDERGROUND GAS
 - ▨ ADDITIONAL 37' RIGHT OF WAY 0.43 ACRE
 - ▨ COMMON ACCESS EASEMENT 0.41 ACRE

NOTE: The purpose of the Conservation Easement is to preserve the natural drainage running north & south through this area, along with the other conservation values in this Easement. Accordingly, land use within this Easement must comply with the Subdivider's Agreement for this Subdivision.



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

J. Scott Ritter, P.L.S. _____ Date
 Iowa License Number: 16546
 My license renewal date is December 31, 2018.
 Pages or sheets covered by this seal: _____

APPROVED BY THE JOHNSON COUNTY BOARD OF SUPERVISORS

CHAIRPERSON _____ DATE _____

REVISION NO.	DATE	DESCRIPTION	FLD. BK.: GPS	SCALE: 1" = 100'	HART-FREDERICK CONSULTANTS, P.C.	PROJECT NO.: 181048.53
					510 State Street, Tiffin, Iowa 52340-0560 Phone: (319) 545-7215 Fax: (319) 545-7220 www.hart-frederick.com	
						SHEET NO.: _____ OF _____

Resolution No. 2019-08

**RESOLUTION REGARDING THE REVIEW OF THE
LONGSTERMAN SUBDIVISION PRELIMINARY AND FINAL
PLAT, JOHNSON COUNTY, IOWA**

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

WHEREAS, the North Liberty City Council has reviewed the proposed subdivision outside the corporate limits but within the City-County Fringe Area Agreement territory; and

WHEREAS, the subdivision proposed will not be served by North Liberty sanitary sewer or water now or in the foreseeable future, and further is not proposed to be annexed by North Liberty in the future; and

WHEREAS, said Fringe Area Agreement requires City review of this subdivision prior to action by the County Board of Supervisors;

WHEREAS, the North Liberty Planning Commission made the recommendation to the City Council that the decision on consideration of the subdivision be deferred to Johnson County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of North Liberty, Iowa, that Longsterman Subdivision Preliminary and Final Plat is hereby deferred, and that County subdivision standards shall apply.

APPROVED AND ADOPTED this 8th day of January, 2019.

CITY OF NORTH LIBERTY:

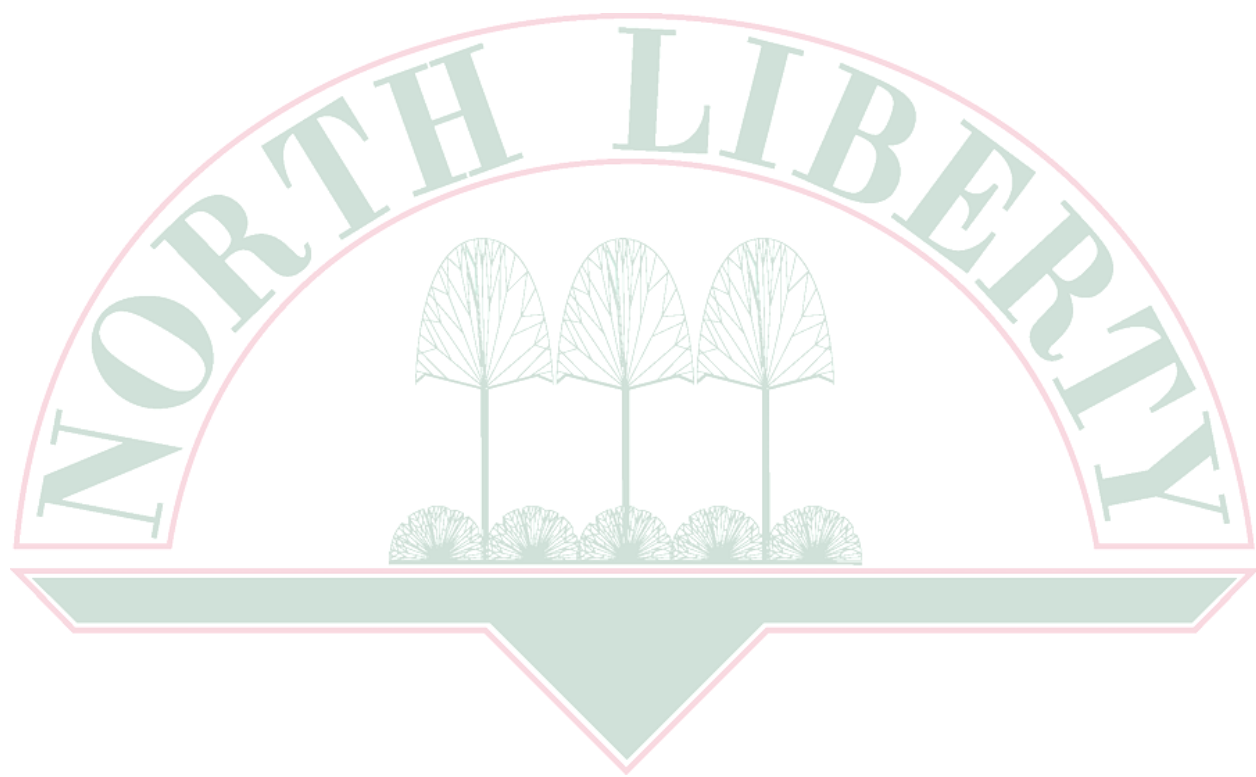
TERRY L. DONAHUE, MAYOR

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

Main Street Right of Way Vacation



Resolution No. 2019-09

**RESOLUTION SETTING PUBLIC HEARING ON THE DISPOSITION
OF REAL ESTATE OWNED BY THE CITY OF NORTH LIBERTY**

WHEREAS, the City of North Liberty has an interest in certain real estate locally known as the vacated right of way of North Liberty Road and Penn Street, North Liberty, and legally described as:

A PORTION OF MAIN STREET IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12-, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the East Quarter Corner of Section 12, Township 80 North, Range 7 West, of the fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence S01°14'52"E, along the East Line of the Northeast Quarter of the Southeast Quarter said Section 12, a distance of 837.00 feet, to the Northeast Corner of Lot 4 of the "Subdivision of the Northeast ¼ of the Southeast ¼ of Section 12", as Recorded in Plat Book 1 at Page 2 of the Records of the Johnson County Recorder's Office; Thence N89°10'54"W, along the North Line of said Lot 4, a distance 408.79 feet, to the Northwest Corner of said Lot 4, and the Point of Beginning; Thence S01°01'10"E, along the Easterly Right-of-Way of Main Street, 435.28 feet, to its intersection with the North Right-of-Way Line of Cherry Street; Thence S88°59'05"W, along the Westerly Projection of said North Right-of-Way Line, 10.00 feet; Thence S 89°10'54"E, along said Westerly Projection 10.01 feet, to the Point of Beginning. Said Right-of-Way Vacation contains 4,354 square feet, and is subject to easements and restrictions of record;

WHEREAS, the City Council of the City of North Liberty must hold a public hearing on any proposal to dispose of an interest in real estate held by the City, pursuant to Section 364.7 of the Code of Iowa; and

WHEREAS, the City Council of the City of North Liberty wishes to set such a public hearing on the proposed disposition of interests in real property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council of the City of North Liberty does hereby set a public hearing on the proposal to transfer vacated rights-of-way to the City of North Liberty for 6:30 p.m. on the 22nd day of January, 2019, in the City Council Chambers at 1 Quail Creek Circle.

2. The City Clerk is directed to publish notice of said public hearing as required by Section 362.3(2) of the Code of Iowa.

APPROVED AND ADOPTED this 8th day of January, 2019.

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

DERS LLC, Moyna North LLC Rezoning





October 16, 2018

Memo

To: North Liberty Planning Commission

From: Dean Wheatley, Planning Director

Subject: Request from Ders 380 LLC, Moyna North LLC to approve a commercial rezoning for a 55 acre property located at the northwest intersection of Forevergreen Road and I-380, from ID to C-2-A. (Legal: lengthy)

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

City Attorney

Kevin Trom, City Engineer

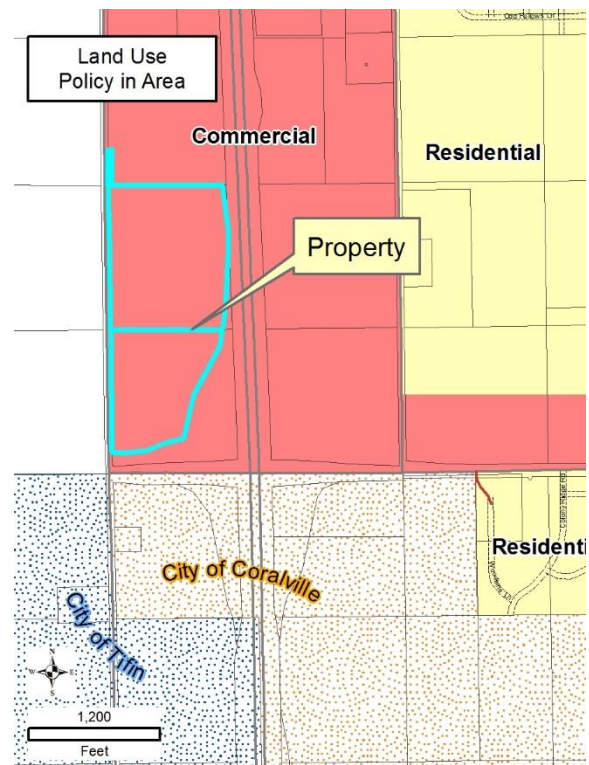
Dean Wheatley, Planning Director

Background and Statistics

This request is to rezone property to permit a wide variety of commercial uses on property long-planned for commercial development. A Good Neighbor meeting was held to allow any interested party an opportunity to comment on this rezoning prior to submission, and one adjacent property owner was concerned about stormwater runoff in the future, when the property is developed. Other comments related to perceived ill treatment of owners of development land in Tiffin by the petitioner in this application. No site plan is prepared for this rezoning, and that is considered acceptable for these reasons:

1. The property is large, and the owner is attempting to market the site for multiple lots/businesses.
2. A formal site plan will be required prior to any development on the property.

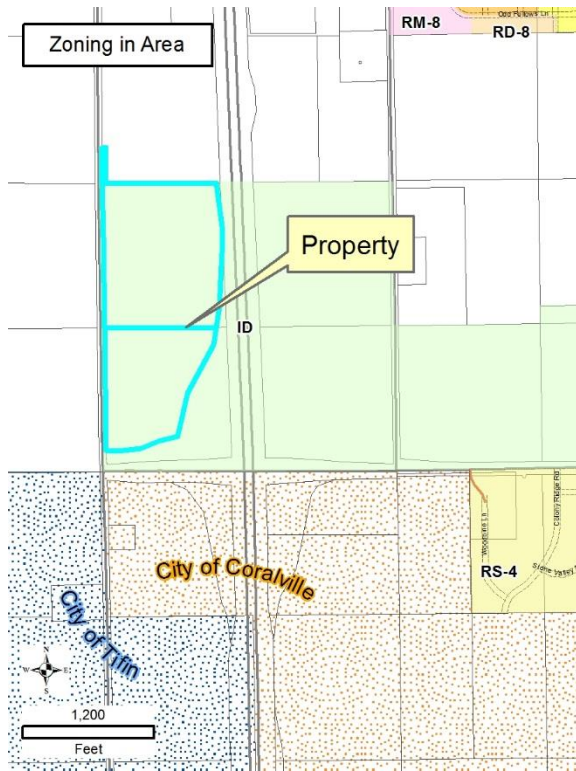
The property is shown as “Commercial with



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

Subdivision Ordinance Provisions Affecting This Development

All standard and potentially special conditions related to subdivision of land will be applied to this property as the next step in the development process.



Zoning Ordinance Provisions Affecting This Development

The requested district, C-2-A, offers the greatest number of potential uses of the City’s commercial districts, and is also the most common. It is named “Highway Commercial,” which is appropriate for this location.

Staff Comments Regarding the Proposed Zoning

Storm water impacts. This land is not part of another storm water management system, so the subdivision plat will require on-site management.

Street/Traffic impacts. Jasper Avenue will need to be improved to City standards prior to development on this property.

Land use impacts and adjacent properties. This general area best-suited for urban-scale commercial uses of the highest intensity, due to its

location immediately adjacent to I-380 and on/off ramps.

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

Staff recommends approval of the rezoning request.

Ordinance No. 2018-12

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY OWNED BY DERS 380 LLC, MOYNA NORTH LLC LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE C-2-A COMMERCIAL DISTRICT

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

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

C-2-A Zoning

A PORTION OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 ALL OF TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

Beginning at the North Quarter Corner of Section 22, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N00°38'06"W, along the West Line of the Southwest Quarter of the Southeast Quarter of Section 15, Township 80 North, Range 7 West, of the Fifth Principal Meridian, 330.00 feet; Thence N89°10'59"E, 66.00 feet; Thence S00°38'06"E, 330.00 feet, to a Point on the North Line of the West One-Half of the Northeast Quarter of said Section 22; Thence N89°10'59"E, along said North Line, 1009.24 feet, to its intersection with the West Right-of-Way Line of US Interstate No. 380; Thence S07°26'46"E, along said West Right-of-Way Line 397.82 feet; Thence S02°23'55"E, along said West Right-of-Way Line, 130.00 feet; Thence S02°51'19"W, along said West Right-of-Way Line, 436.84 feet; Thence S02°21'54"W, along said West Right-of-Way Line, 180.62 feet; Thence S08°25'28"W, along said West Right-of-Way Line, 346.16 feet; Thence S28°45'39"W, along said West Right-of-Way Line, 502.49 feet; Thence S12°20'21"W, along said West Right-of-Way Line, 412.83 feet, to its intersection with the North Right-of-Way Line of Forevergreen Road; Thence S77°53'29"W, along said North Right-of-Way Line, 172.52 feet; Thence S67°44'16"W, along said North Right-of-Way Line, 186.84 feet; Thence S82°44'15"W, along said North Right-of-Way Line 206.52 feet; Thence S89°41'25"W, along said North Right-of-Way Line, 90.00 feet; Thence S54°48'31"W, along said North Right-of-Way Line, 25.83 feet; Thence S89°41'25"W, 33.00 feet, to a Point on the West Line of said West One-Half of the Northeast Quarter of said Section 22; Thence N00°44'44"W, along said West Line 2431.07 feet, to the Point of Beginning. Said Rezoning Parcel contains 55.00 Acres and is subject to easements and restrictions of record.

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

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

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

First reading on November 27, 2018.
Second reading on December 11, 2018.
Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

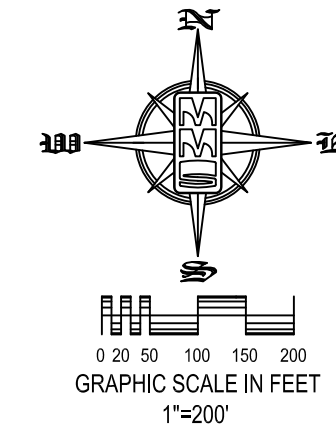
TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2018-12 in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

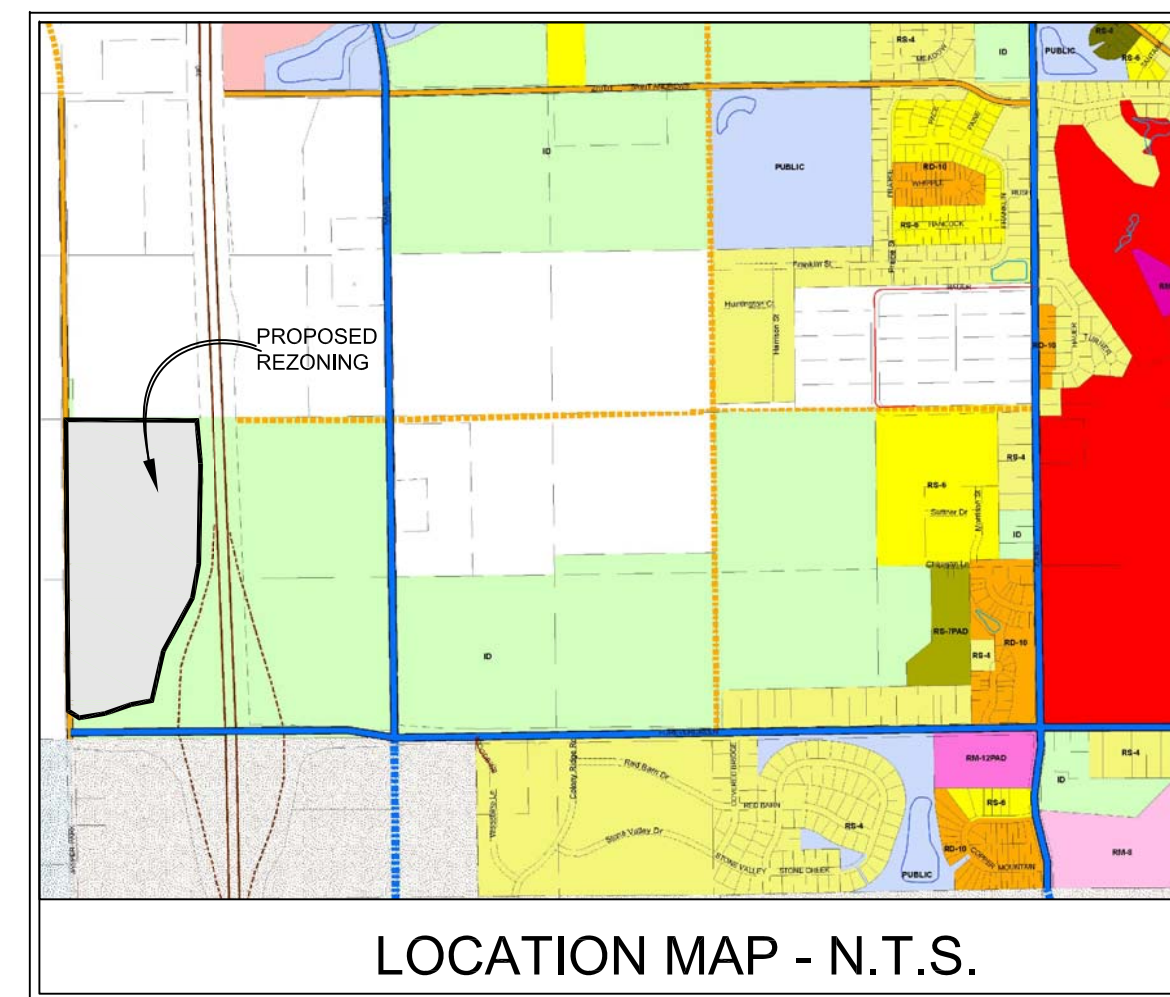
REZONING EXHIBIT

A PORTION OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 ALL OF TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- CONGRESSIONAL CORNER, REESTABLISHED
	- CONGRESSIONAL CORNER, RECORDED LOCATION
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
	- CUT "X"
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, INTERNAL
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WIDTH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
(R)	- RECORD
(M)	- MEASURED
C22-1	- CURVE SEGMENT NUMBER

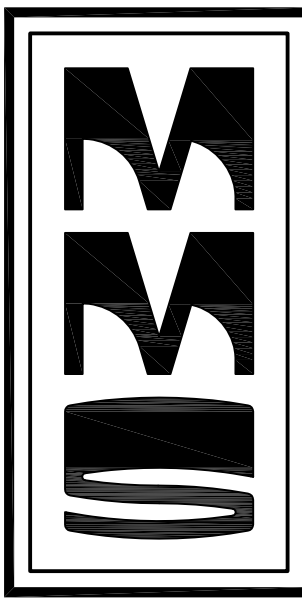
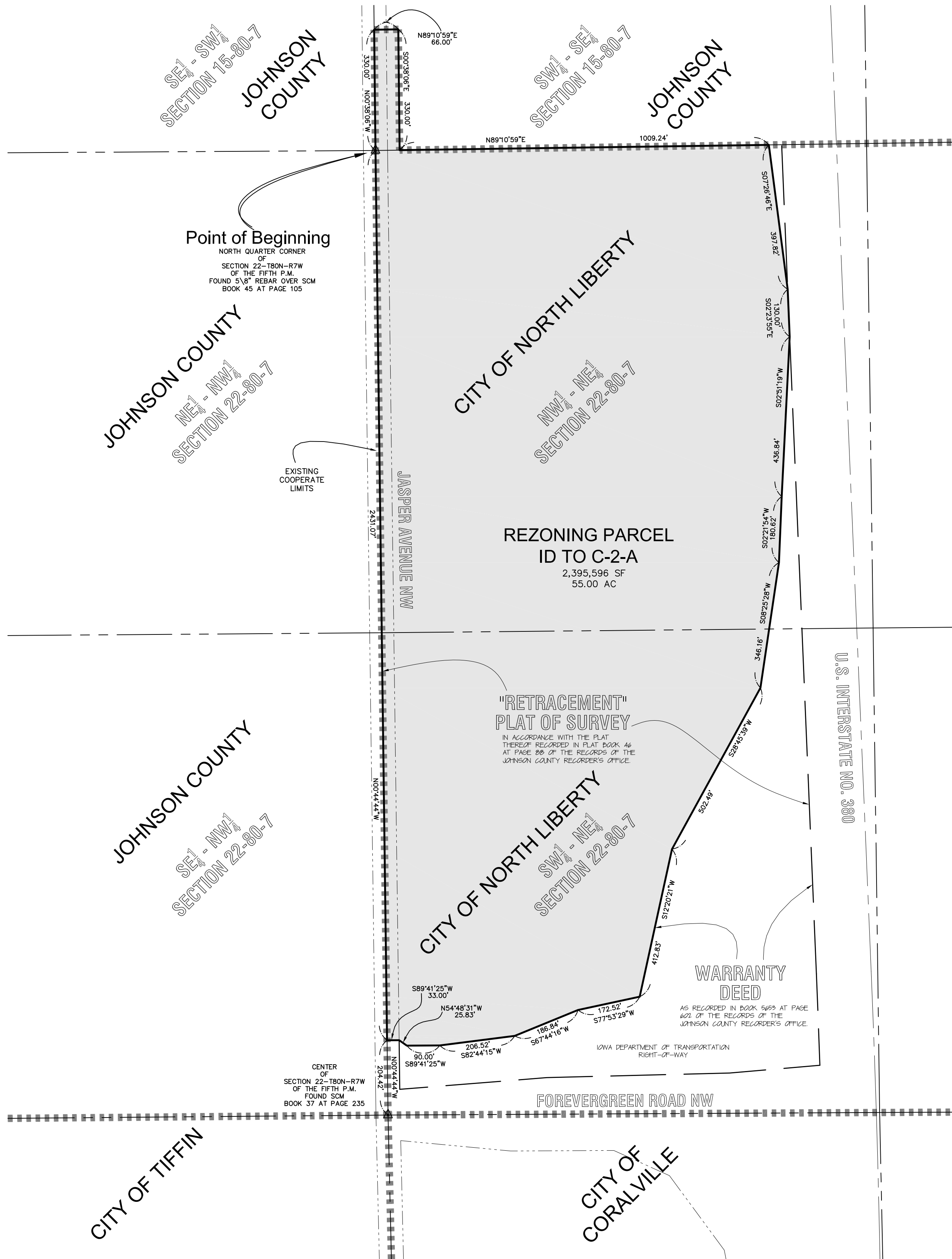
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



DESCRIPTION - REZONING PARCEL (ID TO C-2-A)

A PORTION OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 ALL OF TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the North Quarter Corner of Section 22, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N00°38'06"W, along the West Line of the Southwest Quarter of the Southeast Quarter of Section 15, Township 80 North, Range 7 West, of the Fifth Principal Meridian, 330.00 feet; Thence N89°10'59"E, 66.00 feet; Thence S00°38'06"E, 330.00 feet, to a Point on the North Line of the West One-Half of the Northeast Quarter of said Section 22; Thence N89°10'59"E, along said North Line, 1009.24 feet, to its intersection with the West Right-of-Way Line of US Interstate No. 380; Thence S07°26'46"E, along said West Right-of-Way Line, 397.82 feet; Thence S02°23'55"E, along said West Right-of-Way Line, 130.00 feet; Thence S02°51'19"W, along said West Right-of-Way Line, 436.84 feet; Thence S02°21'54"W, along said West Right-of-Way Line, 180.62 feet; Thence S08°25'28"W, along said West Right-of-Way Line, 346.16 feet; Thence S28°45'39"W, along said West Right-of-Way Line, 502.49 feet; Thence S12°20'21"W, along said West Right-of-Way Line, 412.83 feet, to its intersection with the North Right-of-Way Line of Forevergreen Road; Thence S77°53'29"W, along said North Right-of-Way Line, 172.52 feet; Thence S67°44'16"W, along said North Right-of-Way Line, 186.84 feet; Thence S82°44'15"W, along said North Right-of-Way Line, 206.52 feet; Thence S89°41'25"W, along said North Right-of-Way Line, 90.00 feet; Thence N54°48'31"W, along said North Right-of-Way Line, 25.83 feet; Thence S89°41'25"W, 33.00 feet, to a Point on the West Line of said West One-Half of the Northeast Quarter of said Section 22; Thence N00°44'44"W, along said West Line, 2431.07 feet, to the Point of Beginning. Said Rezoning Parcel contains 55.00 Acres, and is subject to easements and restrictions of record,



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

Date	Revision

REZONING EXHIBIT

A PORTION OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 ALL OF TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN
NORTH LIBERTY JOHNSON COUNTY IOWA

MMS CONSULTANTS, INC.

Date:	09-26-2018
Designed by:	KJB
Field Book No.:	1187
Drawn by:	RLW
Scale:	1"=200'
Checked by:	GDM
Sheet No.:	1
Project No.:	IOWA CITY
6385-046	of. 1

Penn Street and Front Street Project



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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between DANIEL L. CRAWFORD and KRISTA M. CRAWFORD, owners of the real estate described herein (hereinafter referred to as "the Property Owner," which expression shall include their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "the City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving sight distance and constructing ADA compliant sidewalk along Penn Street between Stewart Street and Dubuque Street (the "Project"), under, over, through and across the area described in Exhibit A, which is attached.

Further, the City agrees as part of the consideration noted above that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing and constructing the Project. Once the project is complete and accepted by the City, the Property Owner shall be responsible for maintaining the Project pursuant to the provisions of the North Liberty Municipal Code.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Administrator.

4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations, except as to permanent changes made as part of the Project.
6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond October 1, 2020, without the authorization of the Property Owner.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned Property Owners hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

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

Dated this 27th day of December, 2018.

PROPERTY OWNER:

CITY:

Signed: [Signature]
Daniel L. Crawford

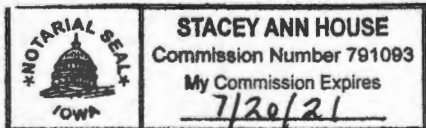
Signed: _____
Terry Donahue, Mayor

Signed: [Signature]
Krista M. Crawford

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 27th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel L. Crawford, to me personally known, who, being by me duly sworn, did say that he acknowledged the execution of the instrument to be his voluntary act and deed.



[Signature]
Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Krista M. Crawford, to me personally known, who, being by me duly sworn, did say that she acknowledged the execution of the instrument to be her voluntary act and deed.

Notary Public in and for said State

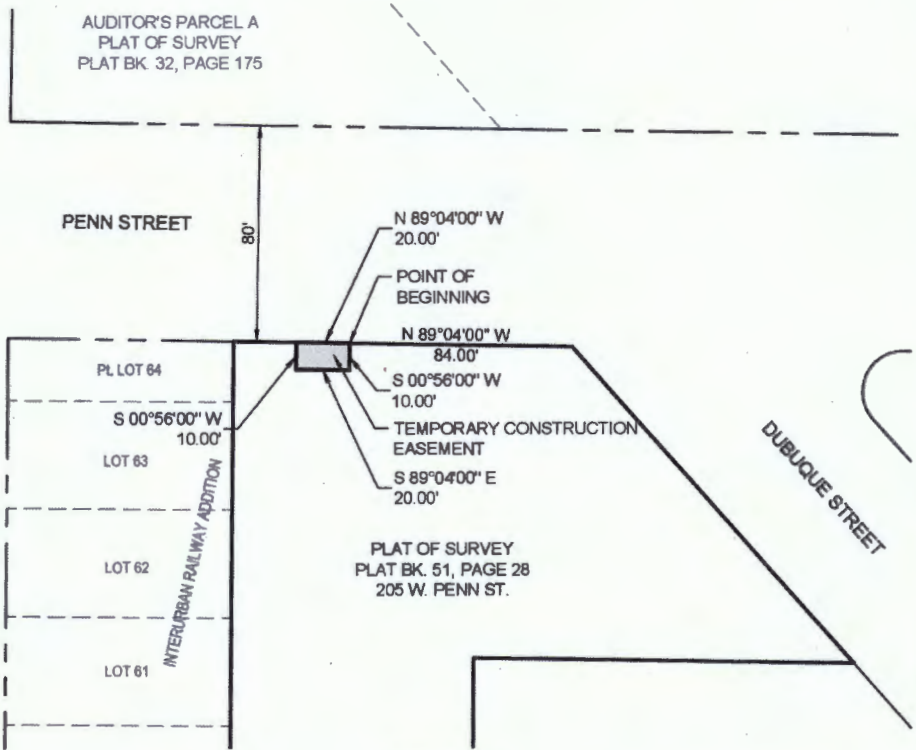
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, 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 _____, 20____, and that Terry Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

EASEMENT EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
 A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



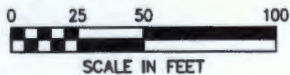
DESCRIPTION

A temporary construction easement on that part of the Plat of Survey recorded in Plat Book 51, Page 28 at the Johnson County Recorder's Office, which is located in the Northeast Quarter of the Southeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa, described as follows:

- Commencing as a point of reference at the intersection of the southwesterly right-of-way line of North Dubuque Street and the southerly right-of-way line of West Penn Street;
- thence North 89°04'00" West 84.00 feet along said southerly right-of-way line of West Penn Street (assumed bearing for this description only) to the point of beginning;
- thence continuing North 89°04'00" West 20.00 feet along said southerly right-of-way line;
- thence South 0°56'00" West 10.00 feet;
- thence South 89°04'00" East 20.00 feet;
- thence North 0°56'00" East 10.00 feet to the point of beginning and containing 200 square feet more or less.

PROPERTY OWNER:
 DANIEL L. CRAWFORD
 KRISTA M. CRAWFORD

REQUESTED BY:
 THE CITY OF NORTH LIBERTY



SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 309.662.8992 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT			PROJECT NO.
TEMPORARY CONSTRUCTION EASEMENT			118177-0
205 W. PENN STREET			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	#18/18	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

SHEET NO.
 1 of 1

Resolution No. 2019-10

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
DANIEL L. CRAWFORD AND KRISTA M. CRAWFORD AND
THE CITY OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is planning the Penn Street and Front Street Project adjacent to property owned by Daniel L. Crawford and Krista M. Crawford;

WHEREAS, a temporary construction easement is necessary for the project;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the project.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Daniel L. Crawford and Krista M. Crawford is approved for the Penn Street and Front Street Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 8th day of January, 2019.

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

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between IOWA CITY COMMUNITY SCHOOL DISTRICT, a public school corporation, owner of the real estate described herein (hereinafter referred to as “the Property Owner,” which expression shall include its heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as “the City,” which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving the intersection of North Bend Drive and Front Street (the “Project”), under, over, through and across the area described in Exhibit A, which is attached.

Further, the City agrees as part of the consideration noted above that the property will not be assessed for any costs for the design and construction of the project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Administrator.
4. The City shall have the right of access to the easement area and have all rights of ingress

and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.

- 5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations.
- 6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond October 1, 2020, without the authorization of the Property Owner.

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

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

Dated this _____ day of _____, 20____.

PROPERTY OWNER:

CITY:

Signed: _____
Janet Godwin, Board President

Signed: _____
Terry Donahue, Mayor

Signed: _____
Craig Hansel, Board Secretary

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Janet Godwin and Craig Hansel, to me personally known, who, being by me duly sworn, did say that they are the Board President and Board Secretary, respectively, of the Iowa City Community School District, a public school corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Janet Godwin and Craig Hansel 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

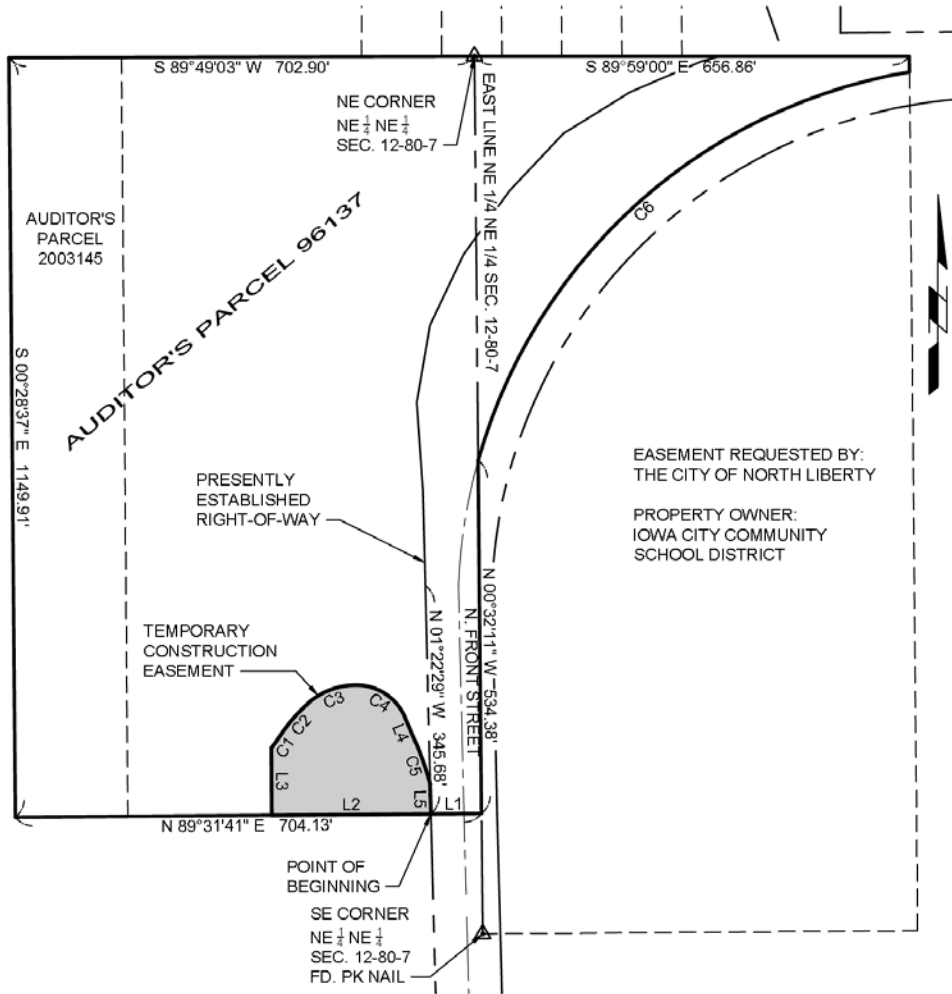
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, 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 _____, 20____, and that Terry Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART OF AUDITOR'S PARCEL 96137
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

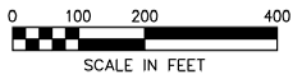


EASEMENT REQUESTED BY:
 THE CITY OF NORTH LIBERTY

 PROPERTY OWNER:
 IOWA CITY COMMUNITY
 SCHOOL DISTRICT

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BRG	CHORD
C1	4°48'14"	23.47'	279.90'	N 35°20'43" E	23.46
C2	15°40'03"	64.15'	234.60'	N 40°46'38" E	63.95
C3	41°28'56"	79.64'	110.00'	N 69°21'07" E	77.91
C4	66°35'38"	92.98'	80.00'	S 56°36'35" E	87.84
C5	8°28'05"	68.43'	463.00'	S 19°04'44" E	68.37
C6	64°49'44"	926.32'	818.68'	N 47°54'46" E	877.69

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 89°31'41" W	76.58'
L2	S 89°31'41" W	240.00'
L3	N 00°29'40" W	101.41'
L4	S 23°18'46" E	40.08'
L5	S 01°22'29" E	44.72'



SEE SHEET 2 FOR DESCRIPTION

SHIVEHATTERY
 ARCHITECTURE+ENGINEERING
 2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT IOWA CITY COMMUNITY SCHOOL DISTRICT NORTH LIBERTY, JOHNSON COUNTY, IOWA		
DATE	9/24/18	SCALE AS SHOWN
DRAWN	JSB	FIELD BOOK --
APPROVED	JSB	REVISION

PROJECT NO.
118177-0

SHEET NO.

1 of 2

EXHIBIT A

**EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART OF AUDITOR'S PARCEL 96137
 NORTH LIBERTY, JOHNSON COUNTY, IOWA**

DESCRIPTION

A temporary construction easement on that part of Auditor's Parcel 96137 (Plat of Survey recorded in Plat Book 37, Page 195 at the Johnson County Recorder's Office), located in the Northeast Quarter of the Northeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa, described as follows:

Commencing as a point of reference at the southeast corner of said Auditor's Parcel 96137;

thence South 89°31'41" West 76.58 feet along the south line of said Auditor's Parcel 96137 (assumed bearing for this description only) to a point of intersection with the westerly right-of-way of North Front Street, said point being the point of beginning;

thence continuing South 89°31'41" West 240.00 feet along said south line;

thence North 0°29'40" West 101.41 feet;

thence northeasterly 23.47 feet along the arc of a 279.90 foot radius curve concave northwesterly (chord bearing North 35°20'43" East 23.46 feet);

thence northeasterly 64.15 feet along the arc of a 234.60 foot radius curve concave southeasterly (chord bearing North 40°46'38" East 63.95 feet);

thence northeasterly 79.64 feet along the arc of a 110.00 foot radius curve concave southeasterly (chord bearing North 69°21'07" East 77.91 feet);

thence southeasterly 92.98 feet along the arc of an 80.00 foot radius curve concave southwesterly (chord bearing South 56°36'35" East 87.84 feet);

thence South 23°18'46" East 40.08 feet;

thence southeasterly 68.43 feet along the arc of a 463.00 foot radius curve concave southwesterly (chord bearing South 19°04'44" East 68.37 feet) to a point of intersection with said westerly right-of-way;

thence South 1°22'29" East 44.72 feet along said westerly right-of-way to the point of beginning and containing 0.88 acres more or less.

SHIVEHATTERY
 ARCHITECTURE+ENGINEERING
 2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT IOWA CITY COMMUNITY SCHOOL DISTRICT NORTH LIBERTY, JOHNSON COUNTY, IOWA			PROJECT NO. 118177-0
DATE	9/24/18	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	

SHEET NO.
2 of 2

Resolution No. 2019-11

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN IOWA
CITY COMMUNITY SCHOOL DISTRICT AND THE CITY OF
NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is planning the Penn Street and Front Street Project adjacent to property owned by Iowa City Community School District;

WHEREAS, a temporary construction easement is necessary for the project;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the project.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Iowa City Community School District is approved for the Penn Street and Front Street Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 8th day of January, 2019.

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

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between JEFF D. MOSES and BONITA L. MOSES, owners of the real estate described herein, (hereinafter referred to as “the Property Owner,” which expression shall include their agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as “the City,” which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving sight distance and providing ADA compliant curb ramps at the Penn Street and Stewart Street intersection, (the “Project”), under, over, through and across the area described in Exhibit A, which is attached.

Further, the City agrees as part of the consideration noted above that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, and constructing the Project. Once the project is complete and accepted by the City, the Property Owner shall be responsible for maintaining the Project pursuant to the provisions of the North Liberty Municipal Code.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Administrator.

4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations, except as to permanent changes made as part of the Project.
6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond October 1, 2020, without the authorization of the Property Owner.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned Property Owners hereby relinquish all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

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

Dated this _____ day of _____, 20__.

PROPERTY OWNER:

CITY:

Signed: _____
Jeff D. Moses

Signed: _____
Terry Donahue, Mayor

Signed: _____
Bonita L. Moses

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff D. Moses, to me personally known, who, being by me duly sworn, acknowledged the execution of this instrument to be his voluntary act and deed.

Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bonita L. Moses, to me personally known, who, being by me duly sworn, acknowledged the execution of this instrument to be her voluntary act and deed.

Notary Public in and for said State

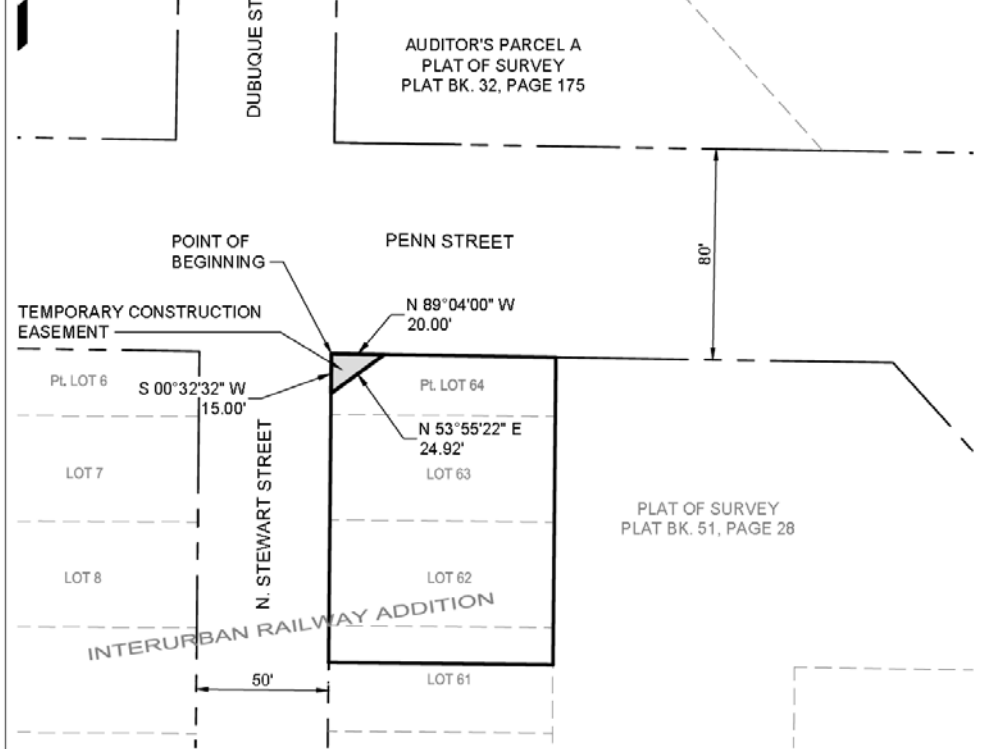
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, 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 _____, 20____, and that Terry Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

EASEMENT EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
 A PART LOT 64, INTERURBAN RAILWAY ADDITION
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Lot 64, Interurban Railway Addition (Plat recorded in Plat Book 1, Page 107 at the Johnson County Recorder's Office) in the Northeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

- Beginning at the intersection of the easterly right-of-way line of North Stewart Street and the southerly right-of-way line of West Penn Street;
- thence South 0°32'32" West 15.00 feet along said easterly right-of-way line of North Stewart Street (assumed bearing for this description only);
- thence North 53°55'22" East 24.92 feet to a point of intersection with said southerly right-of-way line of West Penn Street;
- thence North 89°04'00" West 20.00 feet along said southerly right-of-way line to the point of beginning and containing 150 square feet more or less.

PROPERTY OWNER:
 JEFF D. MOSES
 BONITA L. MOSES

EASEMENT REQUESTED BY:
 THE CITY OF NORTH LIBERTY



SHIVEHATTERY
 ARCHITECTURE+ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 309.662.8992 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT		
TEMPORARY CONSTRUCTION EASEMENT		
480 N. STEWART STREET		
NORTH LIBERTY, JOHNSON COUNTY, IOWA		
DATE	8/19/18	SCALE AS SHOWN
DRAWN	JSB	FIELD BOOK --
APPROVED	JSB	REVISION --

PROJECT NO.
118177-0

SHEET NO.

1 of 1

Resolution No. 2019-12

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN JEFF
D. MOSES AND BONITA L. MOSES AND THE CITY OF NORTH
LIBERTY**

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

WHEREAS, the City of North Liberty is planning the Penn Street and Front Street Project adjacent to property owned by Jeff D. Moses and Bonita L. Moses;

WHEREAS, a temporary construction easement is necessary for the project;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the project.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Jeff D. Moses and Bonita L. Moses is approved for the Penn Street and Front Street Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 8th day of January, 2019.

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

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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between ERIC J. CAMERON, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of _____ (\$_____) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement (Division I) and a temporary construction easement (Division II) related to the public purpose of improving sight distance and constructing ADA compliant curb ramps at the Penn Street and Dubuque Street intersection, ("the Project"), under, over, through and across the areas described in the attached exhibits.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – PERMANENT EASEMENT

Further, the Property Owner and the City agree that:

1. The Property Owner hereby grants and conveys to the City a permanent sight distance easement for the purposes of creating a triangular area free of obstructions to maintain intersection sight distance, which allows drivers to perceive the presence of potentially conflicting vehicles; with the right of ingress and egress thereto, over and across the areas designated as “Permanent Sight Distance Easement” as depicted and described on the attached Exhibit A, and referred to herein as “the permanent easement area.”
2. Property Owner reserves the right to use the permanent easement area for purposes that will not interfere with the City's full enjoyment of the rights hereby granted, provided that the Property Owner shall not erect or construct any building, fence, retaining wall, or other structure; plant any trees; drill or operate any well; or construct any reservoir or other obstruction on the permanent easement area. The Property Owner reserves the right to landscape the permanent easement area in a manner that does not block the sight distance line, keeping all landscape materials and plantings below the sight line elevation as described in Exhibit C. Fences, trees, retaining walls, landscape material, or any other obstruction placed in the permanent easement area, with or without City approval, may be removed by the City without compensation or replacement.
3. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
4. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.

DIVISION II – TEMPORARY EASEMENT

The Property Owner and the City further agree that:

1. The Property Owner hereby grants and conveys to the City a temporary construction easement for the purpose of facilitating the City's construction of the Project as depicted and legally described on Exhibit B, which is attached and fully incorporated herein, and referred to herein as “the temporary construction easement area”.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.

3. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer.
4. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. The City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by the City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. The City further agrees that all grassed areas disturbed by the construction shall be rough-graded to the contours shown in the Plans and spread with six inches of topsoil. The Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by the City.
6. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than October 1, 2020.

DIVISION III – GENERAL

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

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

Dated this _____ day of _____, 20__.

PROPERTY OWNER:

CITY:

Signed: _____
Eric J. Cameron, Owner

Signed: _____
Terry Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eric J. Cameron, to me personally known, who, being by me duly sworn, acknowledged the execution of this instrument

to be his voluntary act and deed.

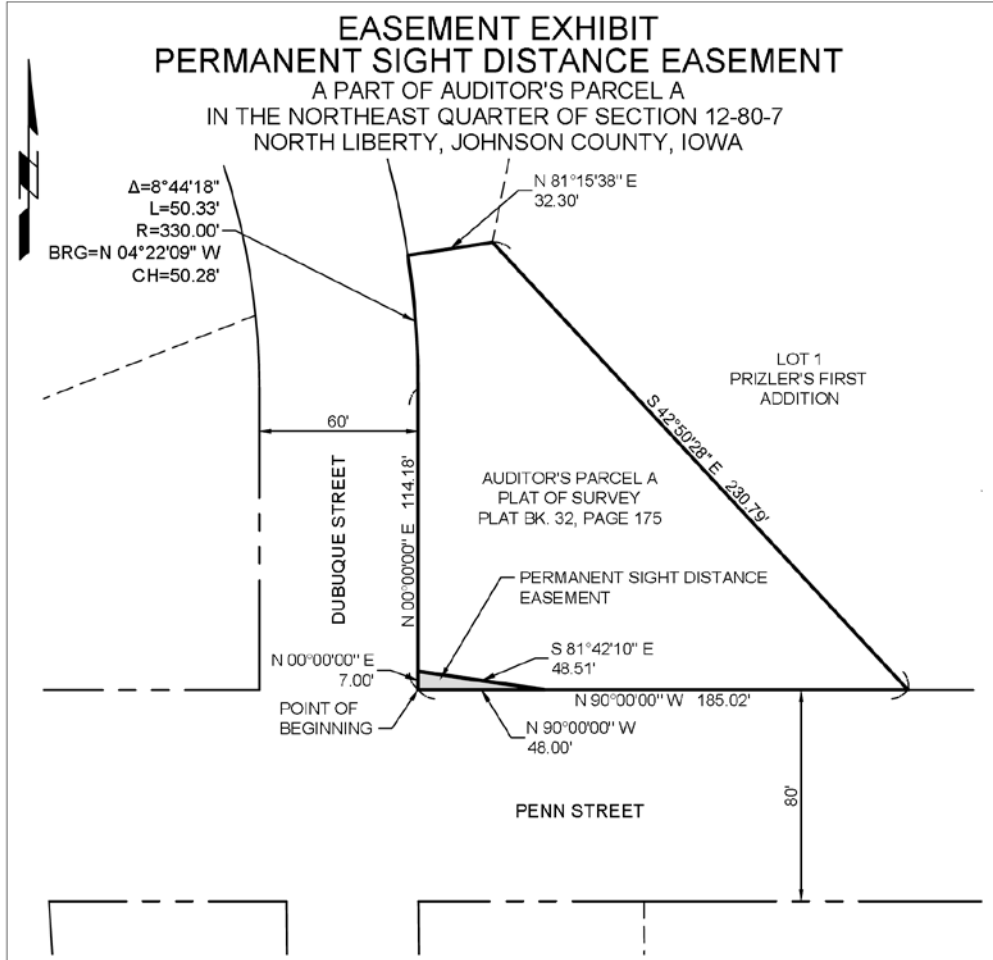
Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, 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 _____, 20____, and that Terry Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A



DESCRIPTION

A permanent sight distance easement on that part of Auditor's Parcel A (Plat of Survey recorded in Plat Book 32, Page 175 at the Johnson County Recorder's Office) in the Northeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Beginning at the southwest corner of said Auditor's Parcel A;

thence North $0^{\circ}00'00''$ East 7.00 feet along the west line of said Auditor's Parcel A (assumed bearing for this description only);

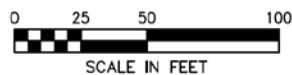
thence South $81^{\circ}42'10''$ East 48.51 feet to a point of intersection with the south line of said Auditor's Parcel A;

thence North $90^{\circ}00'00''$ West 48.00 feet along said south line to the point of beginning and containing 168 square feet more or less.

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

PROPERTY OWNER:
ERIC J. CAMERON

EASEMENT REQUESTED BY:
THE CITY OF NORTH LIBERTY



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

SIGNATURE: _____
NAME: **JONATHON BAILEY**
DATE: _____ LICENSE NUMBER: **12531**
MY LICENSE RENEWAL DATE IS: **DECEMBER 31, 2018**
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____

SHIVEHATTERY
ARCHITECTURE+ENGINEERING
2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

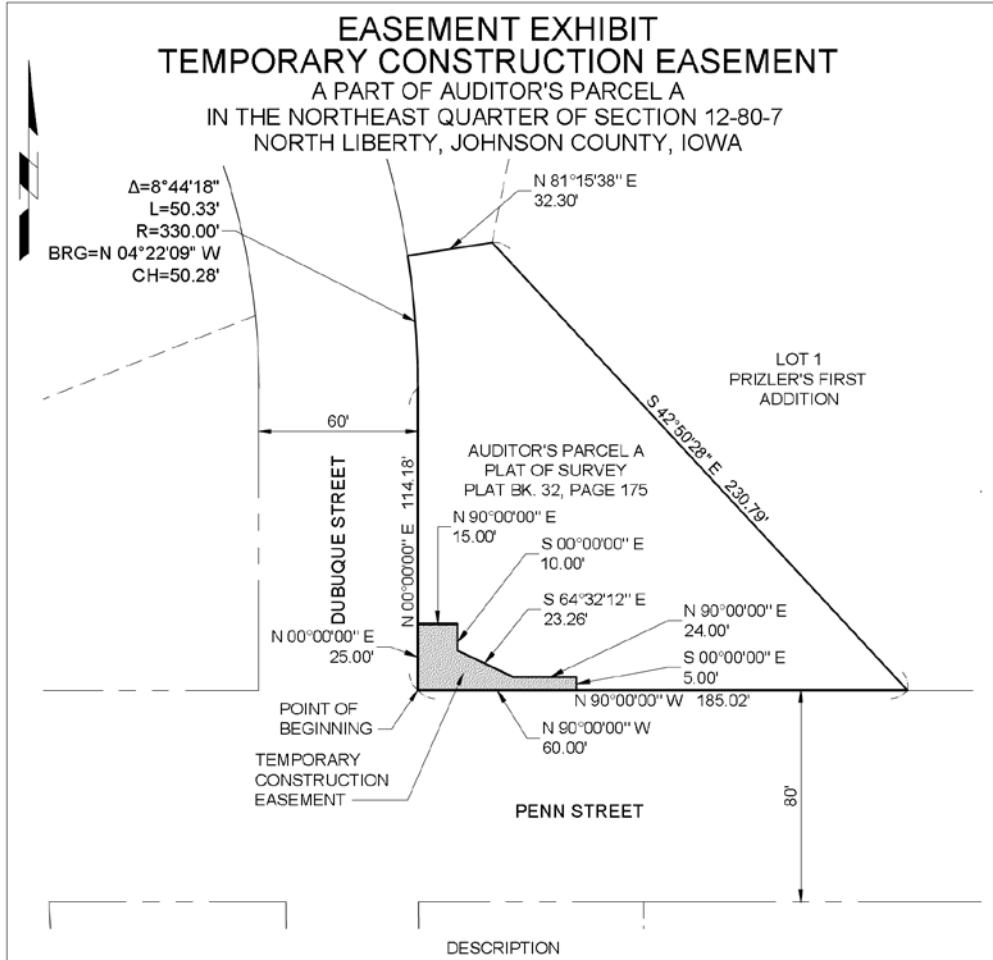
EASEMENT EXHIBIT		
PERMANENT SIGHT DISTANCE EASEMENT		
210 W. PENN STREET		
NORTH LIBERTY, JOHNSON COUNTY, IOWA		
DATE	9/28/18	SCALE AS SHOWN
DRAWN	JSB	FIELD BOOK --
APPROVED	JSB	REVISION --

PROJECT NO.
118177-0

SHEET NO.

1 of 1

EXHIBIT B



A temporary construction easement on that part of Auditor's Parcel A (Plat of Survey recorded in Plat Book 32, Page 175 at the Johnson County Recorder's Office) in the Northeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P. M., North Liberty, Johnson County, Iowa described as follows:

Beginning at the southwest corner of said Auditor's Parcel A;

thence North 0°00'00" East 25.00 feet along the west line of said Auditor's Parcel A (assumed bearing for this description only);

thence North 90°00'00" East 15.00 feet;

thence South 0°00'00" East 10.00 feet;

thence South 64°32'12" East 23.26 feet;

thence North 90°00'00" East 24.00 feet;

thence South 00°00'00" East 5.00 feet to a point of intersection with the south line of said Auditor's Parcel A;

thence North 90°00'00" West 60.00 feet along said south line to the point of beginning and containing 705 square feet more or less.

PROPERTY OWNER:
ERIC J. CAMERON

EASEMENT REQUESTED BY:
THE CITY OF NORTH LIBERTY



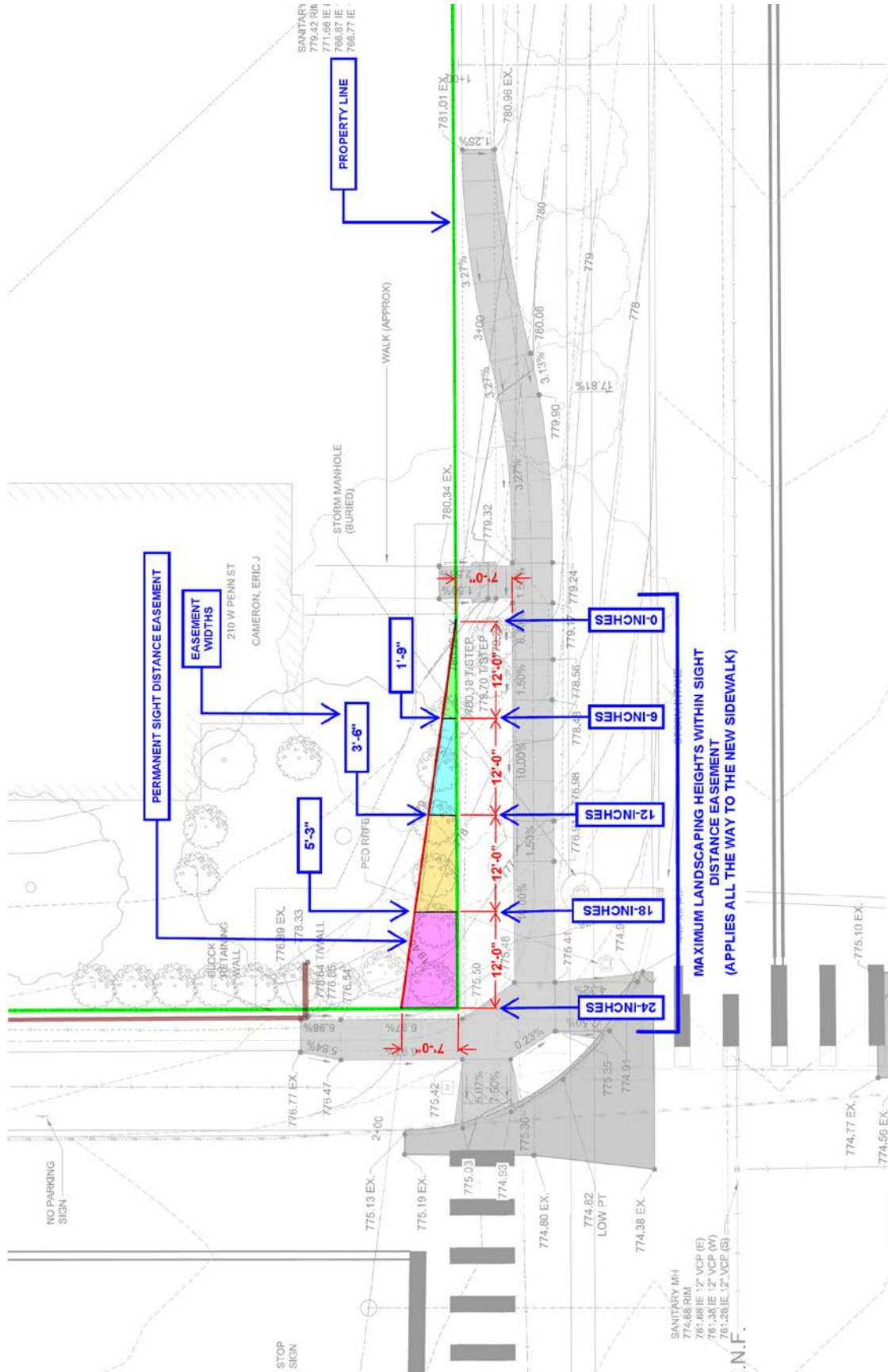
SHIVE-HATTERY
ARCHITECTURE+ENGINEERING
2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT 210 W. PENN STREET NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	8/17/18	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	11/6/18

PROJECT NO.
118177-0

SHEET NO.
1 of 1

EXHIBIT C



Resolution No. 2019-13

A RESOLUTION APPROVING THE PUBLIC EASEMENT AGREEMENT BETWEEN ERIC J. CAMERON AND THE CITY OF NORTH LIBERTY

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

WHEREAS, the City of North Liberty is planning the Penn Street and Front Street Project adjacent to property owned by Eric J. Cameron;

WHEREAS, a public easement is necessary for the project;

WHEREAS, the value of the easement for the project is an amount still to be determined; and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the project.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Eric J. Cameron is approved for the Penn Street and Front Street Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 8th day of January, 2019.

CITY OF NORTH LIBERTY:

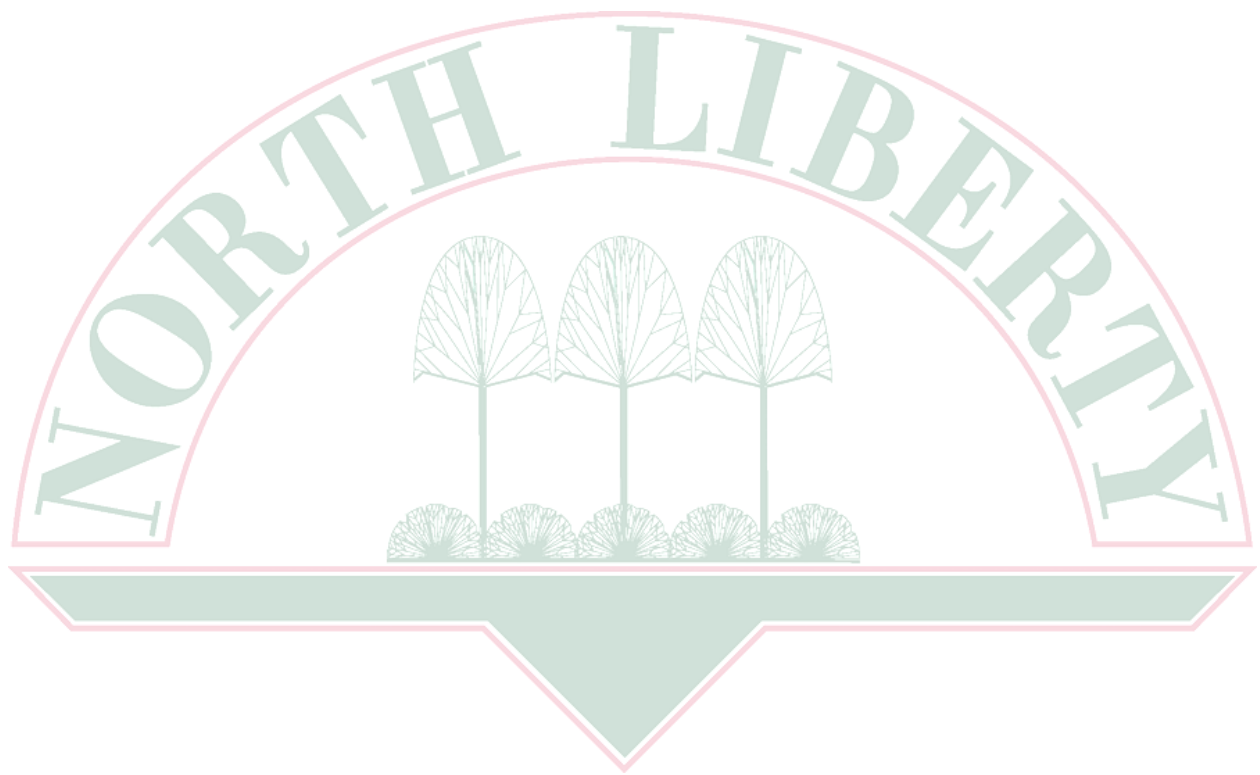
TERRY L. DONAHUE, MAYOR

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

Main Street Project



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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between PATRICIA CURRY, owner of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include her heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving Main Street (the "Project"), under, over, through and across the area described as follows:

A temporary construction easement on the east 7 feet of Lot 3 and the east 7 feet of the north 20 feet of Lot 2, all in Block 5 of Original Town of North Liberty (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 560 square feet more or less.

Further, the City agrees *as part of the consideration noted above that the Property Owner will not be assessed for any costs* for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.

3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Administrator.
4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations.
6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond October 1, 2020, without the authorization of the Property Owner.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

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

Dated this 17th day of December, 2018.

PROPERTY OWNER:

Signed: *Patricia Curry*
 Patricia Curry

CITY:

Signed: _____
 Terry L. Donahue, Mayor

Signed: _____
 Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 17th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patricia Curry, to me personally known, who, being by me duly sworn, did say that she acknowledged the execution of the instrument to be her voluntary act and deed.

Mary J Byers
 Notary Public in and for said State



STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, 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 _____, 20____, and that Terry Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Resolution No. 2019-14

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
PATRICIA CURRY AND THE CITY OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is planning the Main Street Project adjacent to property owned by Patricia Curry;

WHEREAS, a temporary construction easement is necessary for the project;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the project.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Patricia Curry is approved for the Main Street Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 8th day of January, 2019.

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

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between LEPIC & LEPIC, LLC, an Iowa corporation, owner of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include its heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving Main Street (the "Project"), under, over, through and across the area described as follows:

A temporary construction easement on the east 7 feet of Lot 2, Dvorak Subdivision (Plat recorded in Plat Book 37, Page 334 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 700 square feet more or less.

Further, the City agrees *as part of the consideration noted above that the Property Owner will not be assessed for any costs* for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the

easement area without obtaining the prior written consent of the City Administrator.

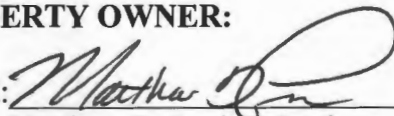
4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations.
6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond October 1, 2020.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

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

Dated this 19 day of December, 2019.

PROPERTY OWNER:

Signed: 
Matthew D. Lepic, Member

CITY:

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew D. Lepic, to me personally known, who, being by me duly sworn, did say that he is the Member, of Lepic & Lepic, LLC, an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Matthew D. Lepic acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by

it and by him voluntarily executed.



Melanie Farr

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, 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 _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Resolution No. 2019-15

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN LEPIC
& LEPIC, LLC AND THE CITY OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is planning the Main Street Project adjacent to property owned by Lopic & Lopic, LLC;

WHEREAS, a temporary construction easement is necessary for the project;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the project.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Lopic & Lopic, LLC is approved for the Main Street Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 8th day of January, 2019.

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

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between NELSON WEBER and ELIZABETH BECKMAN, owners of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include their heirs, agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving Main Street (the "Project"), under, over, through and across the area described as follows:

A temporary construction easement on the east 7 feet of Lot 4, and the east 7 feet of the south half of Lot 5, and the east 7 feet of the 20 foot wide vacated alley south of Lot 4, all in Block 5 of Original Town of North Liberty (Plat recorded in Plat Book 16, Page 192 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa and containing 770 square feet more or less.

Further, the City agrees *as part of the consideration noted above that the Property Owner will not be assessed for any costs* for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, constructing and maintaining the Project.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.

3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Administrator.
4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations.
6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond October 1, 2020.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

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

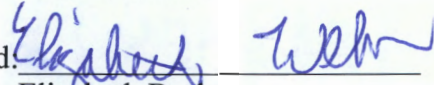
Dated this _____ day of _____, 20__.

PROPERTY OWNER:

CITY:

Signed: 
Nelson Weber

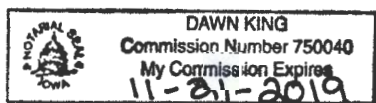
Signed: _____
Terry L. Donahue, Mayor

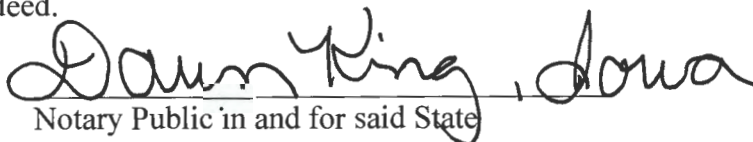
Signed: 
Elizabeth Beckman

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

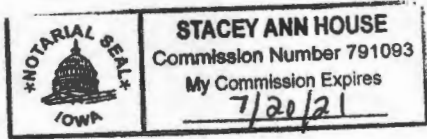
On this 12th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nelson Weber, to me personally known, who, being by me duly sworn, did say that he acknowledged the execution of the instrument to be his voluntary act and deed.




Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this 14th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Elizabeth Beckman, to me personally known, who, being by me duly sworn, did say that she acknowledged the execution of the instrument to be her voluntary act and deed.



Stacey Ann House
Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, 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 _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Resolution No. 2019-16

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
NELSON WEBER AND ELIZABETH BECKMAN AND THE CITY
OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is planning the Main Street Project adjacent to property owned by Nelson Weber and Elizabeth Beckman;

WHEREAS, a temporary construction easement is necessary for the project;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the project.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Nelson Weber and Elizabeth Beckman is approved for the Main Street Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 8th day of January, 2019.

CITY OF NORTH LIBERTY:

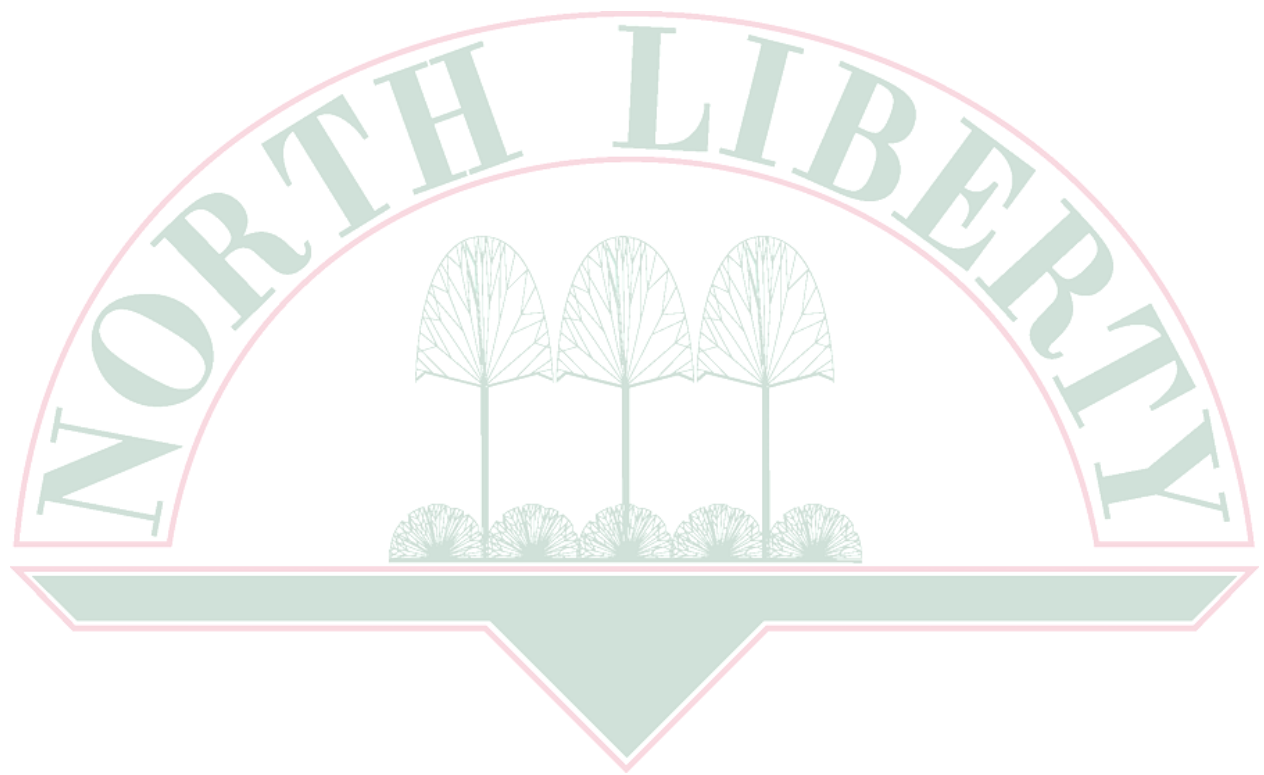
TERRY L. DONAHUE, MAYOR

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 Bend Drive Project



Date: December 18, 2018

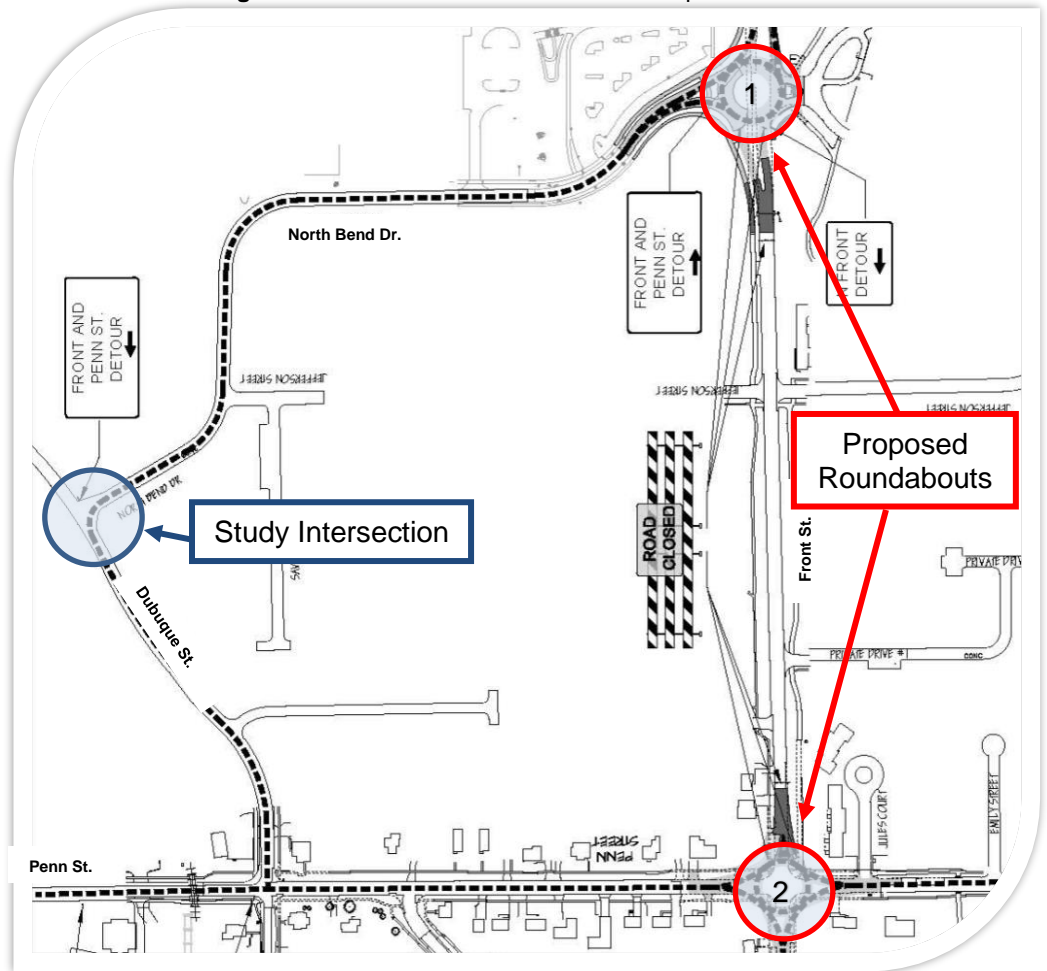
To: Kevin Trom; Shive-Hattery

From: Emily Bothell; Sr. Transportation Engineering Planner

Re: North Bend Drive and North Dubuque Street Intersection Improvement Study

North Liberty plans to construct two roundabouts on Front Street in 2019. One roundabout will be at the North Bend Drive/South Slope intersection and the other will be at the intersection with Penn Street. As part of the construction phasing, traffic will be diverted from Front Street to North Bend Drive/Dubuque Street for a couple months (**Figure 1**). As a result, the intersection of North Bend Drive/ Dubuque Street will be the primary intersection connecting Penn Street to Front Street. The City of North Liberty requested the MPO evaluate what, if any, temporary intersection improvements may be necessary at this intersection as a result of the detour.

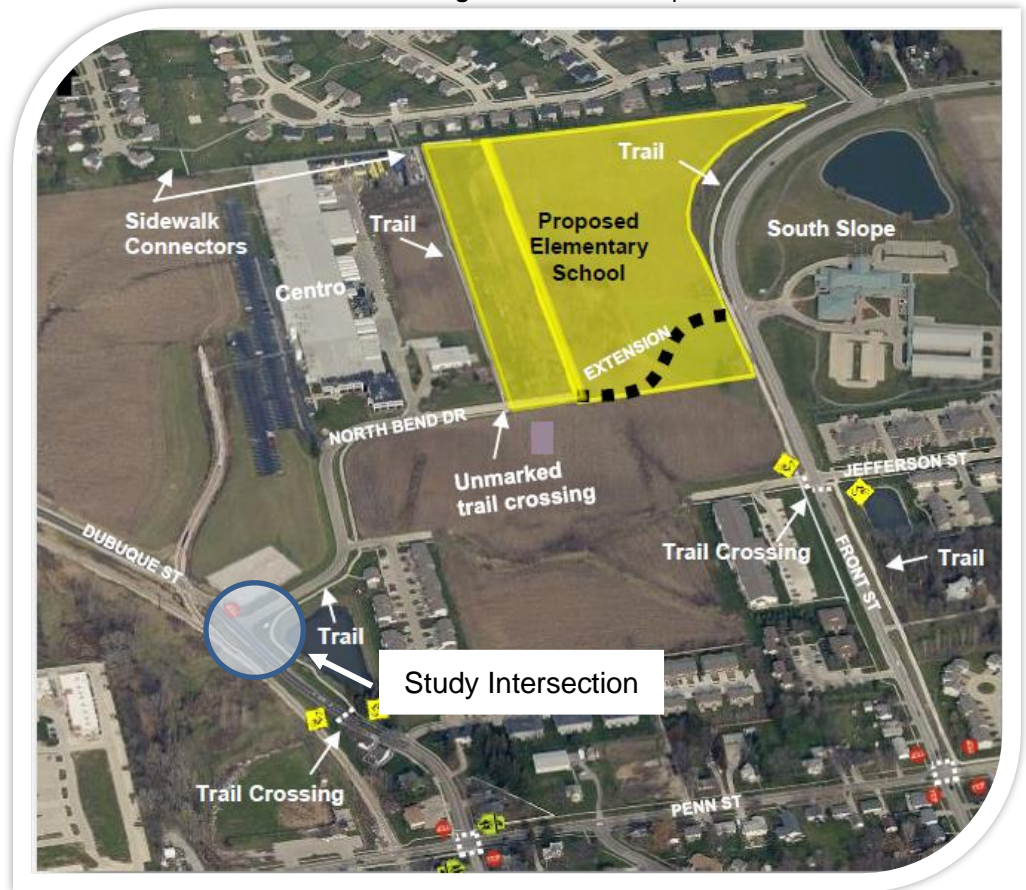
Figure 1: Penn and Front Street Corridor Improvements: Detour Plan



Existing Conditions

The North Bend Drive/ Dubuque Street intersection is located between Hwy 965 and Penn Street (**Figure 2**). Dubuque Street is a north-south arterial street providing intercity access between Iowa City and North Liberty. North Bend Drive is an east-west local street that is stop controlled where it “T’s” into Dubuque Street from the east and currently terminates east of the Centro property, adjacent to the proposed school site. North Bend Drive is planned to be extended further east to Front Street creating a new intersection at the South Slope driveway coincident with the opening of the school and prior to the planned detour.

Figure 2: Location Map



Existing Peak Hour Counts

Peak hour turning movement count data was collected at Front Street and the South Slope driveway during the AM and School PM peak periods on October 31st and November 1st, 2017 as shown in **Figure 4**. At the North Bend Drive and Dubuque Street intersection, peak hour turning movement count data was collected during the AM and PM peak periods on June 26th, 2018 as shown in **Figure 5**.

Figure 3: Existing Peak Hour Traffic Counts

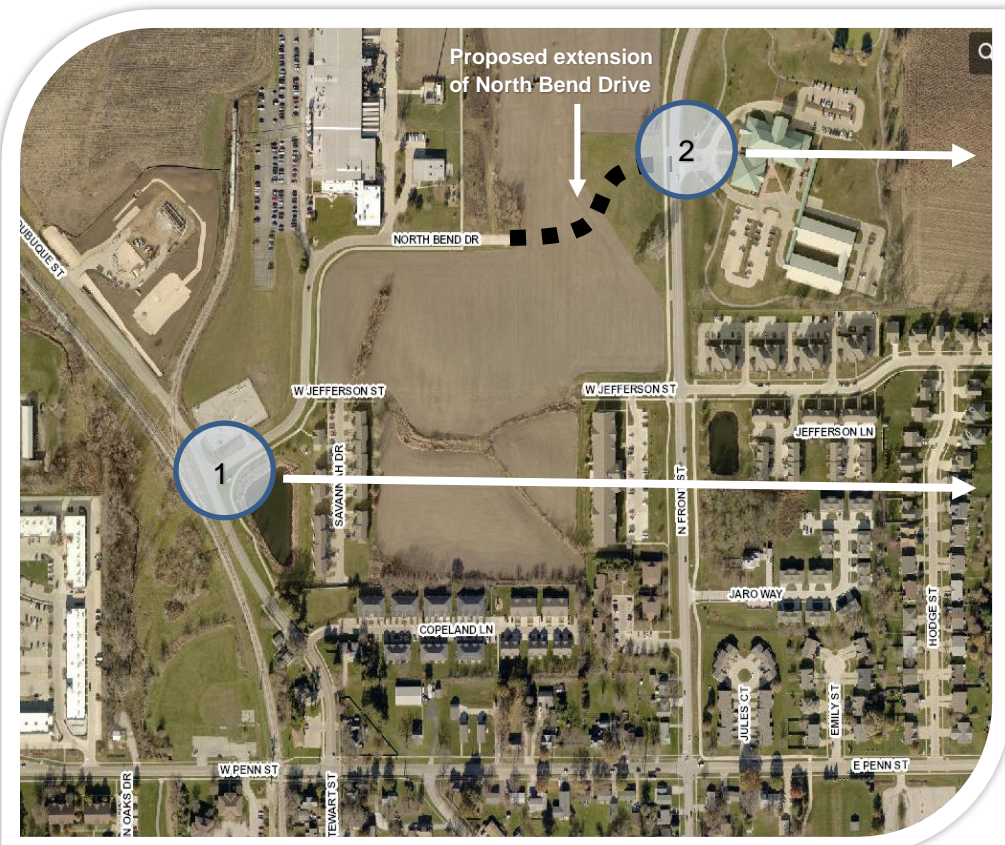


Figure 4: Front St./ South Slope Driveway

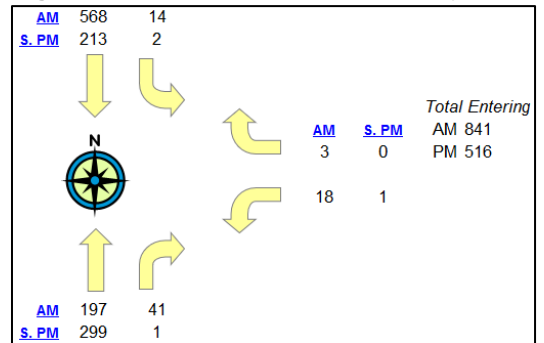
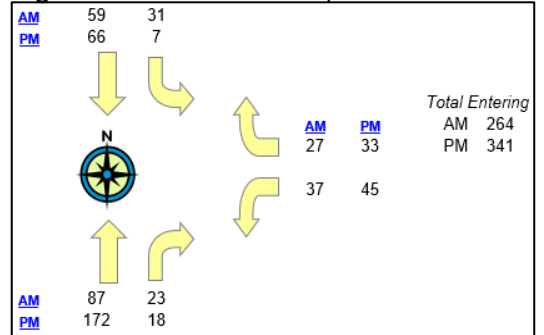


Figure 5: N. Bend Dr./ Dubuque St.



Existing Average Daily Traffic and Traffic Speeds on Front Street

Figure 6 shows average daily traffic (ADT) data collected October 24th – October 27th, 2017, and November 7th – 9th, 2017. Northbound traffic volumes on Front Street near the North Bend Drive/South Slope intersection vary from 4,090 vehicles per day (vpd) south of the South Slope driveway to 3,816 vpd north of the driveway. Southbound traffic volumes vary from 3,979 vpd south of the South Slope driveway and 3,194 north of the driveway. Traffic speeds on Front Street vary between 44 – 50 mph near the South Slope Driveway.

Figure 6: Average Daily Traffic and 85th-Percentile Speeds on Front Street



School Opening Day Estimated Traffic Volumes

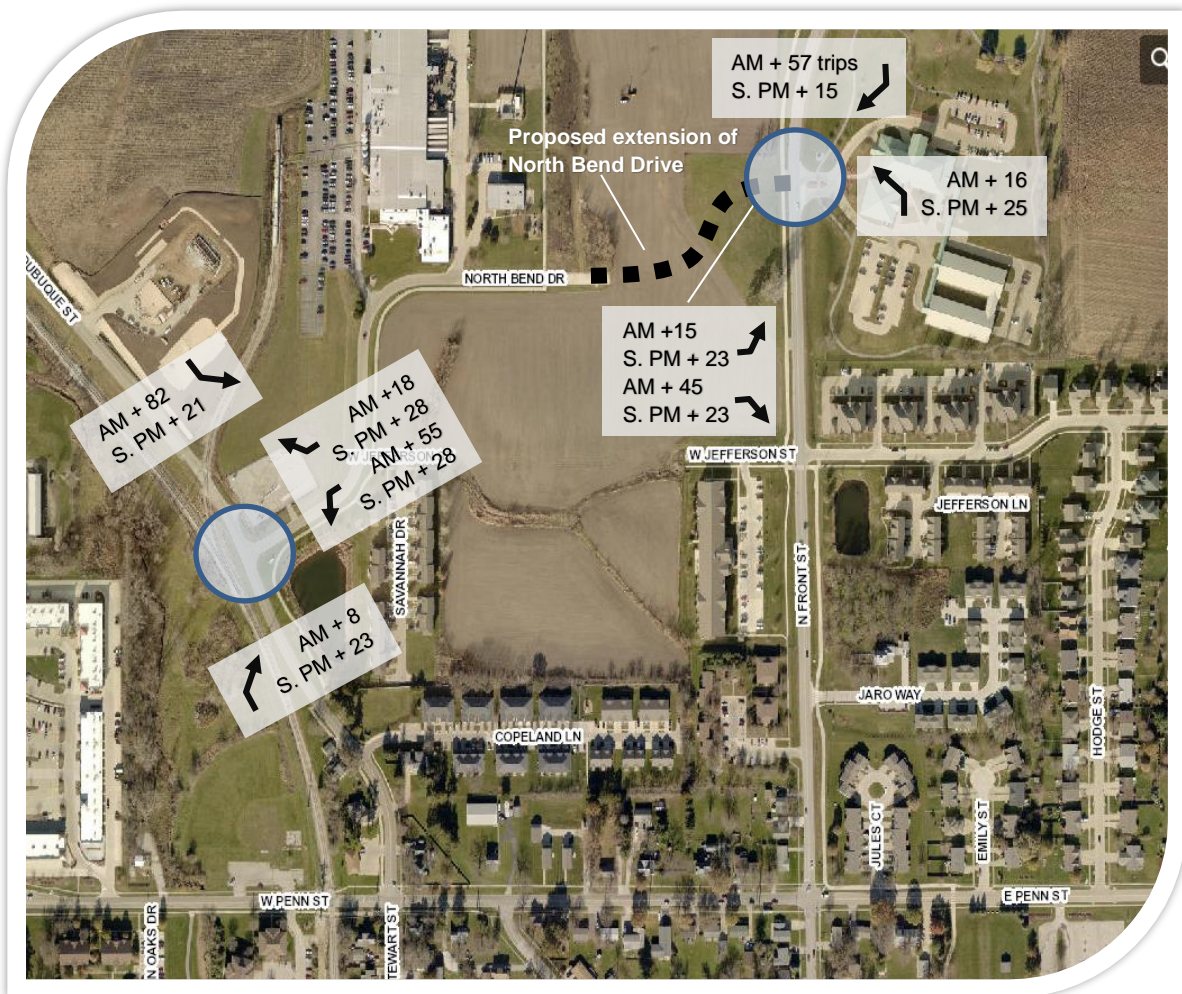
During the AM peak hour, it is estimated that the new elementary school will generate nearly 300 total vehicle trips – 164 entering and 134 exiting. During the school PM peak hour, it is estimated that the school will generate approximately 186 vehicle trips – 84 entering and 102 exiting (**Table 1**). The school district was not able to provide explicit estimations of bicycle and pedestrian mode splits. That said, the vehicular trip generation formulas are generated from traffic studies of upwards of 50 elementary schools presumably with a variety of mode splits, therefore the vehicle trip estimations are assumed to be reflective of typical rates of walking/bicycling.

Table 1: Estimated Traffic Volumes Generated by New Elementary School

Land Use (ITE Code)	Time of Day	Entering	Exiting	# Students	Average Trips per Student	Total Trips	Entering Trips	Exiting Trips
Elementary School (520)	AM Peak Hour (55% in / 45% out)	0.55	0.45	663	0.45	298	164	134
	School PM Peak Hr (45% in / 55% out)	0.45	0.55	663	0.28	186	84	102
	PM Peak Hour (49% in / 51% out)	0.49	0.51	633	0.15	95	47	48
	Average Daily Traffic (50% in / 50% out)	0.50	0.50	663	1.29	855	428	428

Figure 7 reflects the number of vehicle trips that are expected to be added to the network by intersection and movement on opening day at the arterial intersections of Front Street/ North Bend Drive/ South Slope and North Bend Drive/ Dubuque Street.

Figure 7: Estimated AM and School PM Traffic Volumes Generated by Elementary School

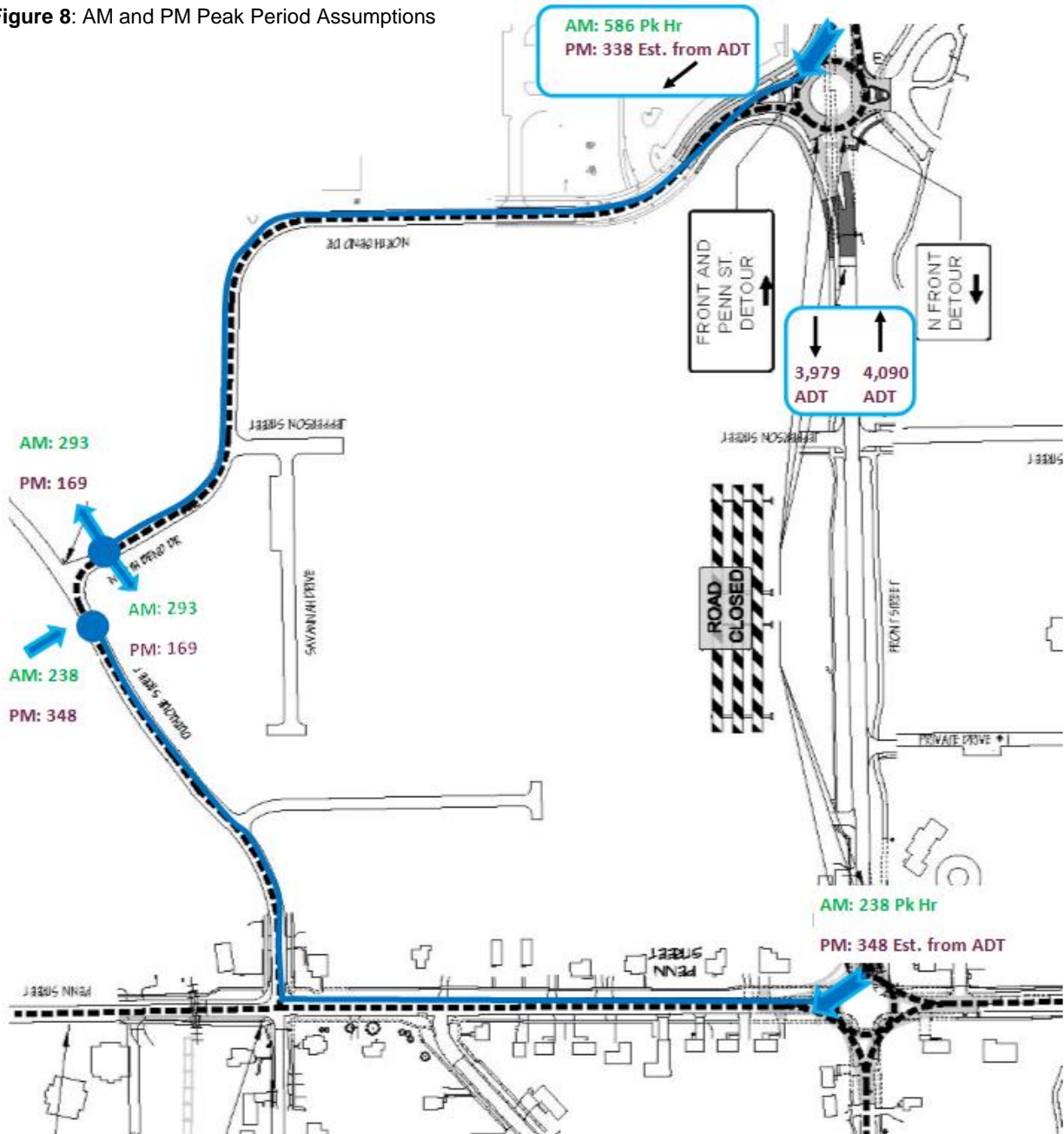


2019 Estimated Detour Traffic Volumes

Assumptions

The same assumptions used in the *North Bend Drive Elementary School Transportation Impact Study* (February 2018) were applied to the distribution of traffic near the school as shown in **Figure 7**. The following assumptions (as shown in **Figure 8**) were also made to estimate the flow of detour traffic at the intersection of North Bend Drive and Dubuque Street during the AM and PM peak periods.

Figure 8: AM and PM Peak Period Assumptions



AM Peak Period: Entering Traffic

- The existing AM peak hour counts were used to calculate the number of vehicles that will use the North Bend Drive/ Dubuque Street intersection.
 - 50% of total southbound traffic on Front Street will head northbound on Dubuque Street and 50% will head southbound on Dubuque Street at the intersection with North Bend Drive.
 - 100% of northbound traffic on Front Street will head eastbound on North Bend Drive.

PM Peak Period: Entering Traffic

- Existing PM peak hour counts were not collected at the Front Street/ North Bend Drive and South Slope intersection; therefore the 2017 ADT on Front Street (south of the intersection with North Bend Drive/ South Slope) was used to estimate the PM peak hour trips.
 - PM peak hour trips were calculated by using the Iowa DOT's Automated Traffic Recorded (ATR) data. According to this data, the PM peak hour traffic is typically 8.5% of total ADT.
 - The estimated PM peak hour trips were then used to calculate the number of vehicles that will use the North Bend Drive/ Dubuque Street intersection.
 - 50% of total southbound traffic on Front Street will head northbound on Dubuque Street and 50% will head southbound on Dubuque Street.
 - 100% of northbound traffic on Front Street will head eastbound on North Bend Drive.

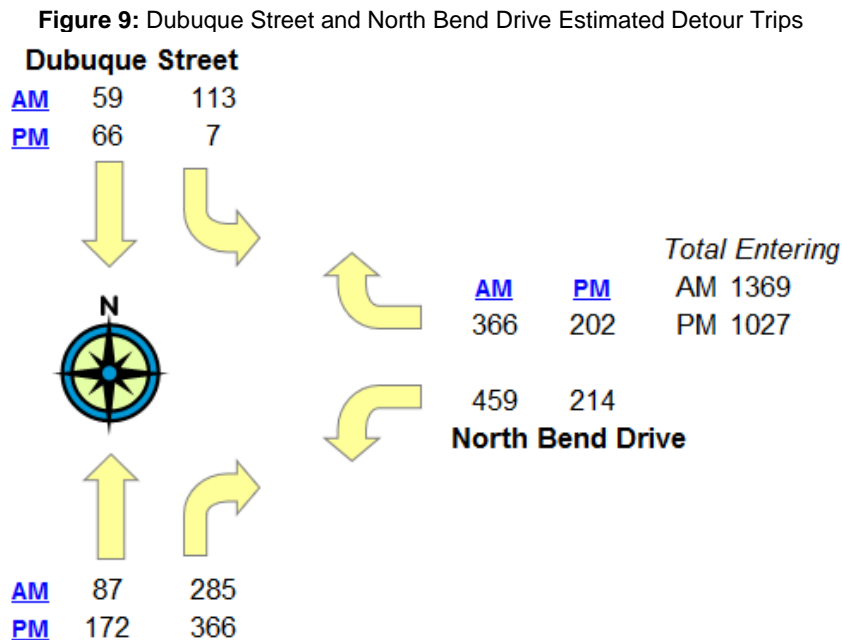
School PM Peak Period: Entering Traffic

- The School PM peak period was not evaluated as the true peak hours are in the AM and PM peak periods and thus generate the greatest number of trips.

Total Estimated Detour Trips

Figure 9 displays the total estimated number of trips expected to utilize the Dubuque Street and North Bend Drive intersection during the proposed detour. The estimated trips include the existing intersection trips, the existing Front Street and South Slope/ North Bend Drive trips (peak hour or ADT), and the estimated AM school peak hour trips.

It's estimated that 1,369 vehicles will enter the intersection during the AM peak period and 1,027 vehicles during the PM peak period. On North Bend Drive, there are nearly double the amount of trips entering the intersection during the AM peak period as compared to the PM peak period. These trip estimates were used in the capacity analyses to follow.



Capacity Analysis

Existing Stop Control

The intersection was analyzed using unsignalized intersection capacity analysis methods outlined in the latest edition of the Highway Capacity Manual (HCM). By using HCM methods, control delay is calculated as seconds of delay per vehicle and a corresponding level of service (LOS) is also shown. Level of service describes operating conditions based on many factors including speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience. **Table 2** (HCM Exhibit 17-2) exhibits the LOS with its control delay ranges at unsignalized stop-controlled intersections. A LOS A represents the best operating conditions (free-flow movement) and LOS F represents the worst conditions, i.e. extreme congestion and stop-and-go conditions.

Table 2: Level of Service Criteria for Unsignalized Intersections

Level of Service	Average Control Delay (s/veh)
A	0 - 10
B	> 10 - 15
C	> 15 - 25
D	> 25 - 35
E	> 35 - 50
F	> 50

As shown in **Table 3**, under the current intersection configuration with the estimated detour traffic, the intersection fails during the AM peak period but performs well at LOS B during the PM peak period. The greatest delay is experienced by the westbound movement during both peak periods with overall average per-vehicle delay greater than 3 minutes during the AM peak period and 27 sec/veh during the PM peak period. All other movements operate well at LOS A.

Table 3: LOS/Delay under existing and proposed intersection conditions

Direction	Existing Stop Control				Scenario 1: Left-Turn Lane on North Bend Dr.				Scenario 2: All-Way Stop Control				Scenario 3: Signalized Conditions-Optimized			
	Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
North Bend Drive																
Westbound																
Left/Right	>3 min	27.5	F	D	-	-	-	-	>3 min	19.7	F	C	47.7	16.5	D	B
Left	-	-	-	-	~2 min	16.4	F	C	-	-	-	-	-	-	-	-
Right	-	-	-	-	14.1	13.1	B	B	-	-	-	-	-	-	-	-
North Dubuque Street																
Northbound																
Through/Right	0.0	0.0	A	A	0.0	0.0	A	A	21	25.7	C	D	27.8	37.7	C	D
Southbound																
Through/Left	8.5	8.7	A	A	8.5	8.7	A	A	14.8	10.2	B	B	41.9	9.0	D	A
Intersection	>3 min	11.2	F	B	44.6	6.1	D	A	>2 min	22.2	F	C	41.6	21.8	D	C

Scenario 1: Dedicated Left-Turn Lane on North Bend Drive

Under this scenario, the intersection is reconfigured to include a dedicated left-turn lane (approximately 250 ft.) on North Bend Drive. As shown in **Table 3**, the intersection performs better than under the existing configuration though operates at LOS D during the AM peak period and LOS A during the PM peak period. The AM peak period continues to experience the greatest amount of delay and the westbound left-turn movement reaches delays over 2 minutes.

Scenario 2: All-Way Stop Control

This scenario introduces all-way stop control at the intersection. **Table 3** shows the AM peak period fails with delay greater than 2 minutes and operates at LOS C (22.2 sec/veh) during the PM peak period. While delay increases on Dubuque Street for the north- and southbound

movements, it is far less than the amount of delay experienced by the westbound movement (greater than 3 minutes).

Scenario 3: Signalized Conditions – Optimized

For signalized intersections delay and LOS are calculated using the same methodology as unsignalized intersections, but the delay parameters are a little longer. Longer delays are acceptable at signalized intersections because the driver has a longer delay expectancy than at unsignalized intersections. **Table 4** (HCM Exhibit 16-2) exhibits LOS with its control delay ranges at signalized intersections.

Table 4: Level of Service Criteria for Signalized Intersections

Level of Service	Average Control Delay (s/veh)
A	< 10
B	> 10 - 20
C	> 20 - 35
D	> 35 - 55
E	> 55 - 80
F	> 80

Of the scenarios modeled thus far, the intersection performs the best under this scenario though experiences delays at 41.6 sec/veh (LOS D) during the AM peak period and 21.8 sec/veh (LOS C) during the PM peak period (**Table 3**). During the AM peak period, the westbound movement experiences the greatest amount of delay (47.7 sec/veh LOS D) and during the PM peak period the northbound movement experiences the greatest amount of delay at 37.7 sec/veh (LOS D). While delay increases significantly for the north- and southbound movements, as compared to all other scenarios, delay is distributed more equitably amongst all legs of the intersection.

After reviewing the results of scenarios 1-3, Staff modeled additional scenarios (scenarios 4 and 5) for City of North Liberty to consider.

Table 5: LOS/Delay for Scenarios 4 and 5

Direction	Scenario 4: All-Way Stop Control with Left-Turn Lane				Scenario 5: Signalized Conditions with Left-Turn Lane - Optimized			
	Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS	
	AM	PM	AM	PM	AM	PM	AM	PM
North Bend Drive								
Westbound								
Left	52.1	14.6	F	B	15.1	13.3	B	B
Right	17.0	11.1	C	B	14.5	13.8	B	B
North Dubuque Street								
Northbound								
Through/Right	18.9	23.9	C	C	18.2	18.6	B	B
Southbound								
Through/Left	13.4	10.0	B	A	22.0	8.0	C	A
Intersection	28.8	18.5	D	C	16.9	15.8	B	B

Scenario 4: All-Way Stop Control with a Dedicated Left-Turn Lane

Under scenario 4, all-way stop control was modeled with a dedicated left-turn lane on North Bend Drive. As shown in **Table 5**, the intersection performs well at LOS D during the AM peak period and LOS C during the PM peak period. The delays are similar to those experienced under signalized conditions (scenario 3). The westbound left-turn movement continues to experience the greatest amount of delay at 52.1 sec/veh (LOS F).

Scenario 5: Signalized Conditions with a Dedicated Left-Turn Lane

Lastly, scenario 5 was modeled to show signalized conditions with a dedicated left-turn lane on North Bend Drive. Under this scenario, the intersection performs the best with delays of 15.8-16.9

sec/veh (LOS B). Delay is distributed most equitably in this scenario and all movements operate at LOS C or better.

Conclusion

For approximately two months Front Street will be closed south of the intersection with North Bend Drive/ South Slope driveway to accommodate the construction of two roundabouts on Front Street. During this time, traffic on Front Street will utilize the North Bend Drive/ Dubuque Street intersection as part of the detour route. To prepare for the increase in traffic at this intersection, the City of North Liberty asked the MPO to estimate the expected number of trips that will utilize the intersection while also modeling temporary traffic control and lane configurations. During the AM peak period, approximately 1,369 vehicles will enter the intersection and approximately 1,027 vehicles during the PM peak period. These trip estimates take into account the existing peak hour traffic and the estimated school traffic in the AM peak period.

Under the existing intersection configuration and traffic control, the intersection would fail during the AM peak hour and operate at LOS B during the PM peak hour as a result of the increase in vehicle trips. Of the five scenarios modeled, the intersection operates the best under signalized conditions with a dedicated left-turn lane on North Bend Drive (scenario 5). In scenario 1 (dedicated left-turn lane) overall the intersection operates at LOS D during the AM peak period and LOS A during the PM peak period though the westbound left-turn movement experiences delays of approximately 2 minutes. Scenario 4 (all-way stop control with a dedicated left-turn lane) shows similar delays though the westbound left-turn movement continues to fail with delays of 52.1 sec/veh.

The City of North Liberty will need to weigh the costs and benefits of each scenario to determine which would be the most reasonable to deploy for approximately two months. While a traffic control signal with a dedicated left-turn lane on North Bend Drive operates at LOS B during both peak periods, it may also be the most expensive option of all scenarios. Likewise, while the all-way stop control with a dedicated left-turn lane on North Bend Drive shows delay less than 30 sec/veh, the westbound left-turning movement (predominant movement) continues to fail.

Staff is available to answer any questions regarding this analysis. Please contact Emily Bothell at 319-356-5250 or Emily-bothell@iowa-city.org



Metropolitan Planning Organization of Johnson County

Date: December 19, 2018

To: Kevin Trom; Shive-Hattery

From: Emily Bothell; Sr. Transportation Engineering Planner

Re: North Bend Drive and North Dubuque Street Intersection Improvement Study - Addendum

The following capacity analysis is an addendum to the *North Bend Drive and North Dubuque Street intersection improvement study* (dated December 18, 2018) which estimates delays and level of service with the estimated AM school peak period traffic as shown in **Table 1**. **Table 2** displays the expected delay and level of service without the estimated school trips in the AM peak period, as requested. It's estimated that 1,133 vehicles will enter the intersection during the AM peak period and 1,027 vehicles during the PM peak period.

Table 1: LOS/Delay under existing and proposed intersection conditions with estimated school traffic

Direction	Existing Stop Control				Scenario 1: Left-Turn Lane on North Bend Dr.				Scenario 2: All-Way Stop Control				Scenario 3: Signalized Conditions-Optimized			
	Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
North Bend Drive																
Westbound																
Left/Right	>3 min	27.5	F	D	-	-	-	-	>3 min	19.7	F	C	47.7	16.5	D	B
Left	-	-	-	-	~2 min	16.4	F	C	-	-	-	-	-	-	-	-
Right	-	-	-	-	14.1	13.1	B	B	-	-	-	-	-	-	-	-
North Dubuque Street																
Northbound																
Through/Right	0.0	0.0	A	A	0.0	0.0	A	A	21	25.7	C	D	27.8	37.7	C	D
Southbound																
Through/Left	8.5	8.7	A	A	8.5	8.7	A	A	14.8	10.2	B	B	41.9	9.0	D	A
Intersection	>3 min	11.2	F	B	44.6	6.1	D	A	>2 min	22.2	F	C	41.6	21.8	D	C

Table 2: LOS/Delay under existing and proposed intersection conditions without estimated school traffic

Direction	Existing Stop Control				Scenario 1: Left-Turn Lane on North Bend Dr.				Scenario 2: All-Way Stop Control				Scenario 3: Signalized Conditions-Optimized			
	Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS		Control Delay (s/veh)		LOS	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
North Bend Drive																
Westbound																
Left/Right	>1 min	27.5	F	D	-	-	-	-	>1 min	19.7	F	C	22.7	16.5	C	B
Left	-	-	-	-	21.8	16.4	C	C	-	-	-	-	-	-	-	-
Right	-	-	-	-	12.9	13.1	B	B	-	-	-	-	-	-	-	-
North Dubuque Street																
Northbound																
Through/Right	0.0	0.0	A	A	0.0	0.0	A	A	16.7	25.7	C	D	25.4	37.7	C	D
Southbound																
Through/Left	8.1	8.7	A	A	8.1	8.7	A	A	11.4	10.2	B	B	16.8	9.0	B	A
Intersection	54.4	11.2	F	B	11.1	6.1	B	A	56.2	22.2	F	C	23.1	21.8	C	C

As shown in **Table 2**, if the detour is limited to months where school is not in session, LOS issues can be minimized and delays will be less than one minute/vehicle during the peak hours.

Staff is available to answer any questions regarding this analysis. Please contact Emily Bothell at 319-356-5250 or Emily-bothell@iowa-city.org

PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: North Bend Drive Improvements

DATE: January 2, 2019

PROJECT DESCRIPTION: Design, bidding and construction phase services for North Liberty North Bend Drive Improvements. Exhibits of the project location/concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$150,000.

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

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

1. **Design Phase:** Design phase shall include the following services.
 - a. Topographic Survey: We will provide a topographic survey for the project including surface features, topographic information, utilities as located by One-Call, easements, and right-of-way. The survey will be used as the base map for the design plans.
 - b. Design Services: We will provide design services for the street improvement project including construction phasing and traffic control plans. The design process/approach will include regular meetings with City staff and neighborhood informational meeting.
 - c. Coordination and Easements: We will prepare and submit a DNR NPDES permit application. We will prepare necessary temporary and permanent easement legal descriptions and exhibits, if needed for the project. Along with City staff, we will attend meetings with affected property owners to discuss the project.
 - e. Construction Documents: Construction documents will consist of preparing complete plans for public bidding and construction. The package will be reviewed and approved by City staff prior to authorization for public hearing and distribution to bidders.
 - f. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
 - g. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.



2. **Bidding Phase:** Services include preparation of bid documents, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to the Owner regarding award of contract.
3. **Construction Phase:** Services include the following based upon an estimated two-month construction period.
 - a. Prepare and distribute construction contract and Notice to Proceed.
 - b. Review form of contract, bonds and insurance.
 - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
 - d. Provide construction staking.
 - e. Provide construction testing including subgrade compaction and concrete testing.
 - f. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
 - g. Facilitate and participate with construction progress meetings. Prepare weekly construction progress reports.
 - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
 - i. Review payment applications and provide recommendation to Owner for payment.
 - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
 - k. Provide Record Drawings.

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

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Schedule and conduct informational meeting(s) with the public and property owners as deemed necessary.
3. Acquire the necessary right-of-way and/or easements as required for construction of the project. Schedule and meet with affected property owners to discuss easements required for the project.
4. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer and adjacent property owners.
5. Provide funding for the project.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. We understand that the project schedule goal is for bidding to occur winter 2019 with construction to occur in spring 2019.

COMPENSATION: We will provide the Scope of Services for the following fee:

Design & Bidding Phase	\$ 12,500	Lump Sum
Construction Phase	\$ 6,500	Hourly (estimated)
Reimbursable Expenses	\$ 500	As incurred (estimated)
Total	\$ 19,500	

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

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

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

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

BY: _____



Kevin P. Trom, P.E.
Project Manager

TITLE: _____

DATE ACCEPTED: _____

KPT/bad

Enc.: Standard Terms and Conditions
Concept Drawing
Cost Opinion

STANDARD TERMS AND CONDITIONS

PARTIES

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

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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

Project.

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or

delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

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

EQUAL EMPLOYMENT OPPORTUNITY

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

COMPLETE AGREEMENT

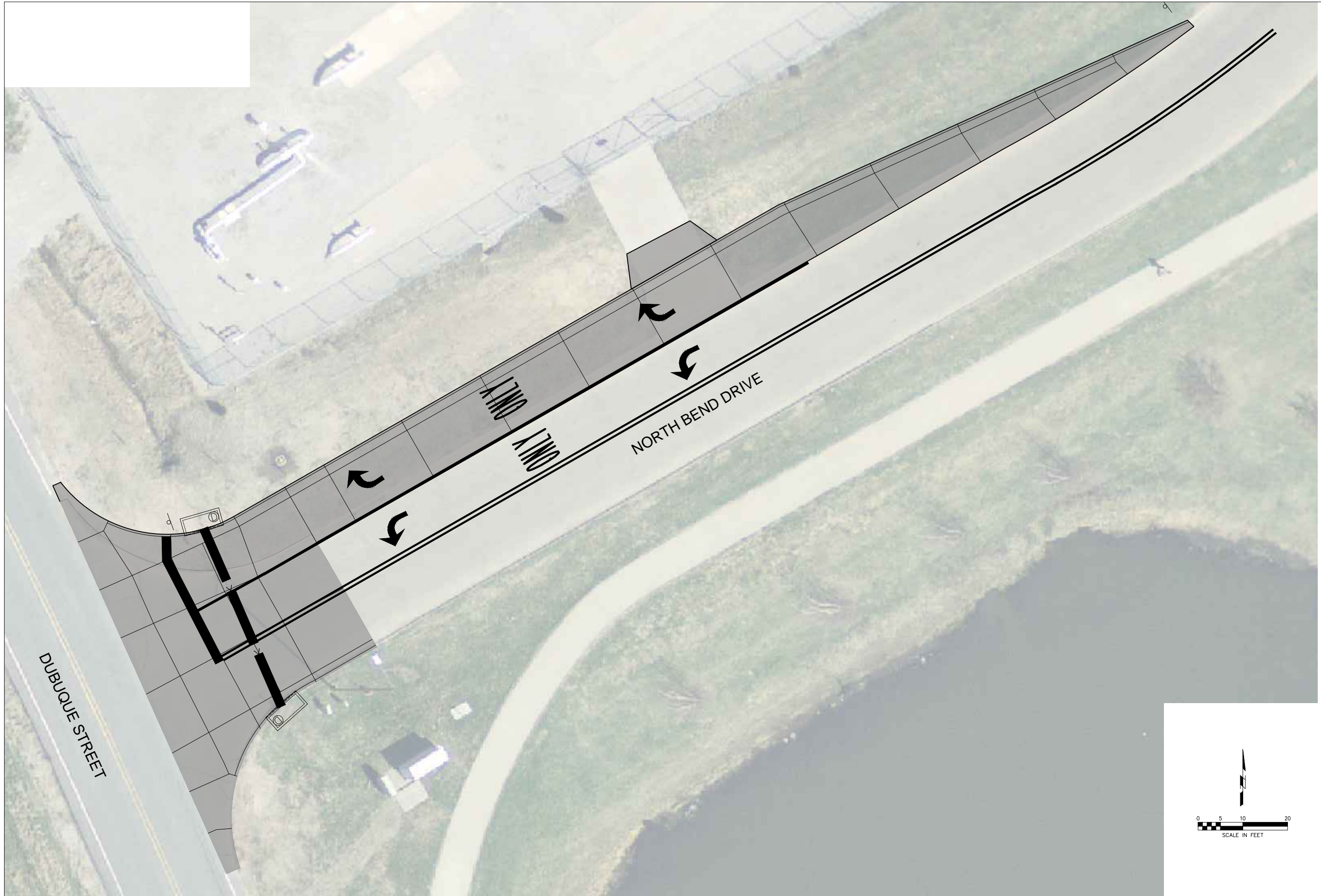
This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take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

SIGNATURES

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

10/10/2018 12:13:51 PM

Drawing1.dwg



SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING
 2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | fax: 319.354.6921 | www.shive-hattery.com
 Iowa | Illinois | Indiana

REPAIRS AND ADDED TURN LANE
 NORTH BEND IMPROVEMENTS AT DUBUQUE STREET
 NORTH LIBERTY

DATE	SCALE	FIELD BOOK	REVISION
10/10/2018			
MJJ			
MJJ			

PROJECT NO.

-

SHEET NO.

C.2

DESCRIPTION: Replacement of panels and storm sewer on North Bend Drive at the intersection of Dubuque Street.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	CLASS 10 AND OVER EXCAVATION	CY	260	\$ 25	\$ 6,500
2	TOPSOIL, STRIP, SALVAGE & SPREAD	CY	80	\$ 10	\$ 800
3	GEOGRID	SY	150	\$ 3	\$ 450
4	MODIFIED SUBBASE	CY	190	\$ 35	\$ 6,650
5	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	SY	590	\$ 100	\$ 59,000
6	INTAKE, SW-509	EACH	2	\$ 5,000	\$ 10,000
7	SUBDRAIN, LONGITUDINAL	LF	330	\$ 15	\$ 4,950
8	SUBDRAIN OUTLETS	EACH	4	\$ 150	\$ 600
9	STORM SEWER, RCP, 24" (CIII) REMOVE AND REPLACE	LF	45	\$ 85	\$ 3,825
10	REMOVAL OF STRUCTURES	EACH	2	\$ 750	\$ 1,500
11	REMOVAL OF PAVEMENT	SY	310	\$ 17	\$ 5,270
12	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	15	\$ 60	\$ 900
13	SIGNAGE	LS	1	\$ 500	\$ 500
14	PAINTED PAVEMENT MARKINGS, DURABLE	LS	1	\$ 1,000	\$ 1,000
15	TRAFFIC CONTROL	LS	1	\$ 5,000	\$ 5,000
16	MOBILIZATION	LS	1	\$ 5,000	\$ 5,000
17	EROSION CONTROL AND SEEDING	LS	1	\$ 3,000	\$ 3,000
18	CONTINGENCY (15%)	LS	1	\$ 15,000	\$ 15,000
				Sub-Total Construction	\$ 130,000
				Engineering, Legal, Administration (15%)	\$ 19,500
				TOTAL	\$ 150,000

Resolution No. 2019-17

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

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

WHEREAS, the City Council desires to make improvements to a section of North Bend Drive;

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

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for Design & Bidding services relating to the North Bend Drive Improvements Project Services Agreement at a lump sum fee of \$19,5000 plus costs of expenses is hereby approved as set forth therein.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and ordered to execute the agreement with said engineering firm for the scope of work.

APPROVED AND ADOPTED this 8th day of January, 2019.

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

Sanitary Sewer Upgrades Project



Resolution No. 2019-18

AUTHORIZING CONDEMNATION OF PORTIONS OF CERTAIN REAL PROPERTY

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

WHEREAS, the City of North Liberty, Iowa, intends to acquire all or a portion of an interest in certain real property owned by Random Commercial Properties, LLC, legally described as:

A part of Lot 1, Lindner First Addition to North Liberty, Iowa (Plat recorded in Plat Book 32, Page 329 at the Johnson County Recorder's Office);

WHEREAS, the portion of the above-described property that may be necessary to acquire by condemnation is a 15,250 square foot temporary construction easement for the purposes of installing sanitary sewer facilities within an existing sanitary sewer easement, as shown on the attached Easement Exhibit marked Exhibit A;

WHEREAS, the City of North Liberty, Iowa, has made a good-faith effort to negotiate with Random Commercial Properties, LLC, to purchase the Property before proceeding with condemnation but has been unable to acquire the property;

WHEREAS, the City Council of the City of North Liberty is the governing board of the City of North Liberty's sanitary sewer collection and treatment utility and has reviewed the need for the proposed project and the site location and route of the proposed public improvement as shown on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA, that the City Council approves the site location and route of the proposed public improvement as shown on the attached Exhibit A.

BE IT FURTHER RESOLVED that the City Council finds that there is a reasonable expectation the City will be able to achieve its public purpose, comply with all applicable standards, and obtain the necessary permits for the proposed project if condemnation is approved.

BE IT FURTHER RESOLVED that the City Council approves the use of condemnation to acquire the above-described portions of property or interests in property.

BE IT FURTHER RESOLVED that the City Council authorizes City Administrator Ryan Heiar and other representatives of the City to make application to the Chief Judge of the Sixth Judicial District of Iowa to commence condemnation proceedings in regard to the above-identified property to acquire the above-stated portions of real estate or interests in real estate owned by the above-stated Owner.

APPROVED AND ADOPTED this 8th day of January, 2019.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

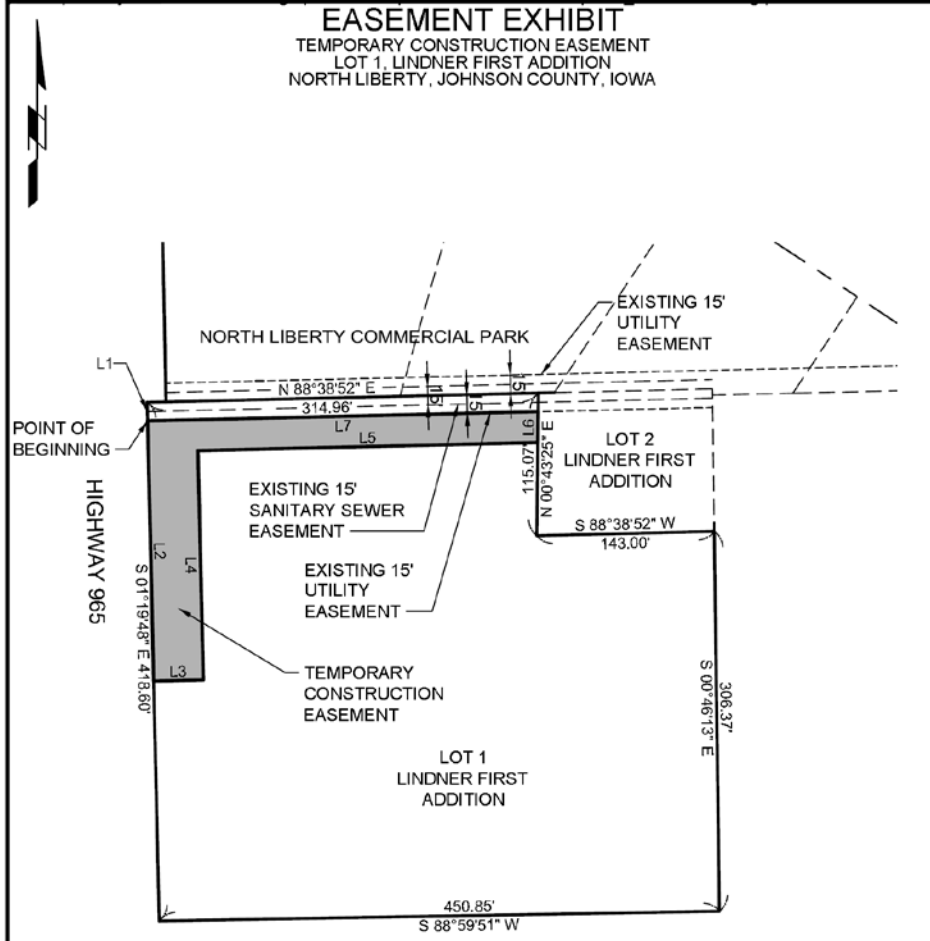
I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

EXHIBIT A

isbaile LP:\Projects\CV1122480\Dwg\ep-b1-01-temp-random-commercial-update_2018-08-02.dwg 18/3/2018 3:17 PM

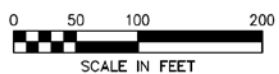
EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT LOT 1, LINDNER FIRST ADDITION NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S 01°19'48" E	15.00'	L5	N 88°38'52" E	273.52'
L2	S 01°19'48" E	210.00'	L6	N 00°43'25" E	25.02'
L3	N 88°40'12" E	40.00'	L7	S 88°38'52" W	314.42'
L4	N 01°19'48" W	185.02'			

SEE SHEET 2 FOR DESCRIPTION

PROPERTY ADDRESS:
495 W. CHERRY ST.
NORTH LIBERTY, IOWA



PROPERTY OWNER:
RANDOM COMMERCIAL
PROPERTIES

TEMPORARY EASEMENT
REQUESTED BY:
THE CITY OF NORTH LIBERTY

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Missouri
<http://www.shive-hattery.com>
ILLINOIS FIRM NUMBER: 184-000214

EASEMENT EXHIBIT LOT 1, LINDNER FIRST ADDITION NORTH LIBERTY, IOWA			PROJECT NO. 112248-C
DATE 8/03/18	SCALE AS SHOWN	SHEET NO.	
DRAWN JSB	FIELD BOOK N/A	1 of 2	
APPROVED JSB	REVISION		

EXHIBIT A

jsbaile | P:\Projects\IC\1122480\Drawings\ep-h1-01-temp-random-commercial-update_2018-08-02.dwg | 8/3/2018 3:17 PM

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 LOT 1, LINDNER FIRST ADDITION
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

DESCRIPTION

A temporary construction easement on that part of Lot 1, Lindner First Addition to North Liberty, Iowa (Plat recorded in Plat Book 32, Page 329 at the Johnson County Recorder's Office), described as follows:

Commencing as a point of reference at the northwest corner of said Lot 1;

thence South 1°19'48" East 15.00 feet along the west line of said Lot 1 (assumed bearing for this description only) to the point of beginning;

thence continuing South 1°19'48" East 210.00 feet along said west line;

thence North 88°38'52" East 40.00 feet;

thence North 1°19'48" West 185.02 feet;

thence North 88°38'52" East 273.52 feet to a point of intersection with an easterly line of said Lot 1 and the west line of Lot 2 of said Lindner First Addition;

thence North 0°43'25" East 25.02 feet along said easterly line and said west line to a point of intersection with the south line of an existing 15 foot wide utility easement;

thence South 88°38'52" West 314.42 feet along said south line to the point of beginning and containing 15,250 square feet more or less.

PROPERTY ADDRESS:
 495 W. CHERRY ST.
 NORTH LIBERTY, IOWA

PROPERTY OWNER:
 RANDOM COMMERCIAL
 PROPERTIES

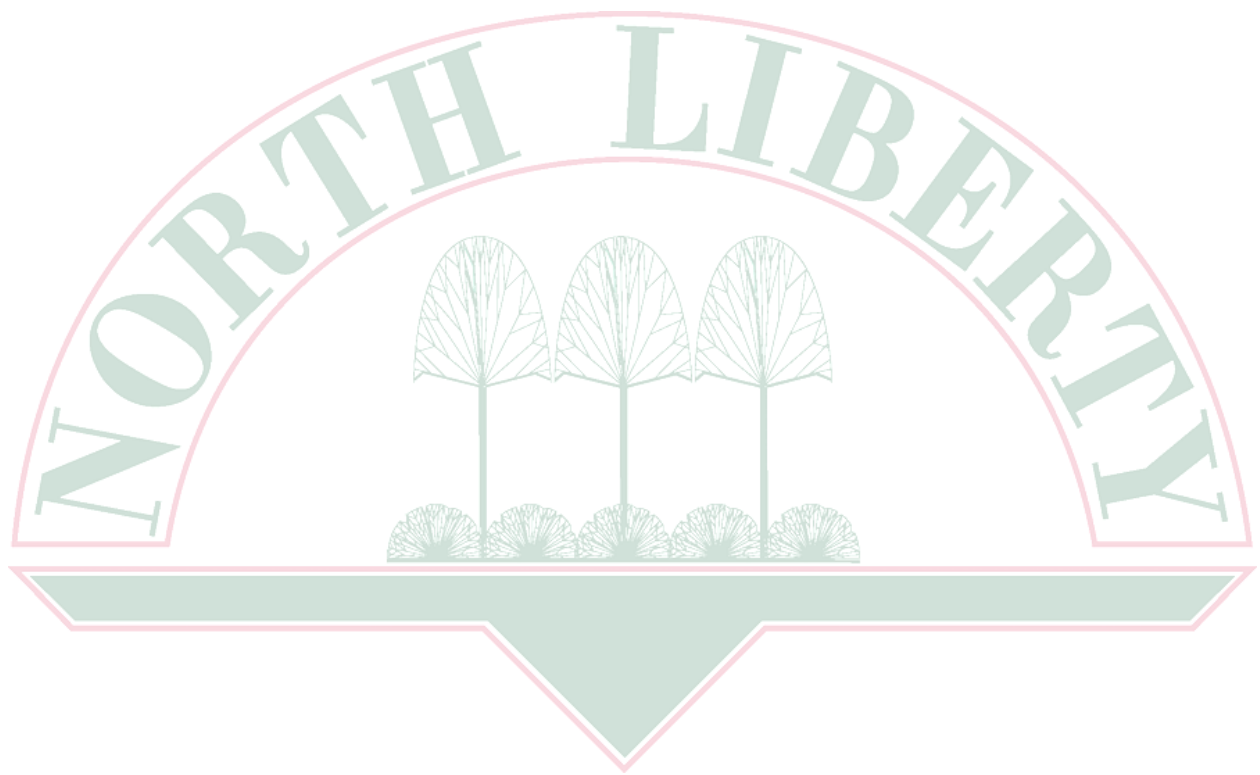
TEMPORARY EASEMENT
 REQUESTED BY:
 THE CITY OF NORTH LIBERTY

SHIVEHATTERY
 ARCHITECTURE+ENGINEERING
 Iowa | Illinois | Missouri
<http://www.shive-hattery.com>
 ILLINOIS FIRM NUMBER: 184-000214

EASEMENT EXHIBIT LOT 1, LINDNER FIRST ADDITION NORTH LIBERTY, IOWA			PROJECT NO. 112248-0
DATE	8/03/18	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	N/A
APPROVED	JSB	REVISION	

2 of 2

Additional Information



To: Mayor and City Council
From: Tom Palmer, Building Official
CC: City Administrator
Date: 1/3/2019
Re: Monthly Report

December Permit Report:

Fifty-six permits were issued in December with estimated construction value of three million dollars. One permit was issued for new commercial Diventures project. Staff completed 268 building inspections.

2018 Permit Tally Report:

1076 permits were issued in 2018 with estimated construction value of 73.5 million dollars. 181 residential and 3 commercial buildings were added in 2018.

Certificate of Occupancy:

Nine certificates were issued for residential projects and one certificate for commercial project.

Rental/Code Enforcement:

Eight rental permit applications were received in December. Total 167 rental applications were received in 2018. Twenty-four rental inspections were completed along with twenty-six code enforcement complaints were handled in December. Total 643 complaint cases were handled in 2018.



**December 2018
 Monthly Permit Report**

Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	3	\$864,565.00	\$8,761.72	3	3	
2	New Single Family Dwelling Attached	0	\$0.00	\$0.00	0	0	
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	1	\$2,000,000.00	\$12,539.95	0	0	
6	New Industrial	0	\$0.00	\$0.00	0	0	
7	School	0	\$0.00	\$0.00			
8	Residential Alteration	6	\$60,263.15	\$1,807.34			
9	Residential Addition	0	\$0.00	\$0.00			
10	Commercial Alteration	5	\$60,000.00	\$1,708.47			
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	41	\$20,795.14	\$2,199.79			
15	Public	0	\$0.00	\$0.00			
16	Manufactured Home	0	\$0.00	\$0.00			
	Totals	56	\$3,005,623.29	\$27,017.27	3	3	

SFD Attached are zero lot line units

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



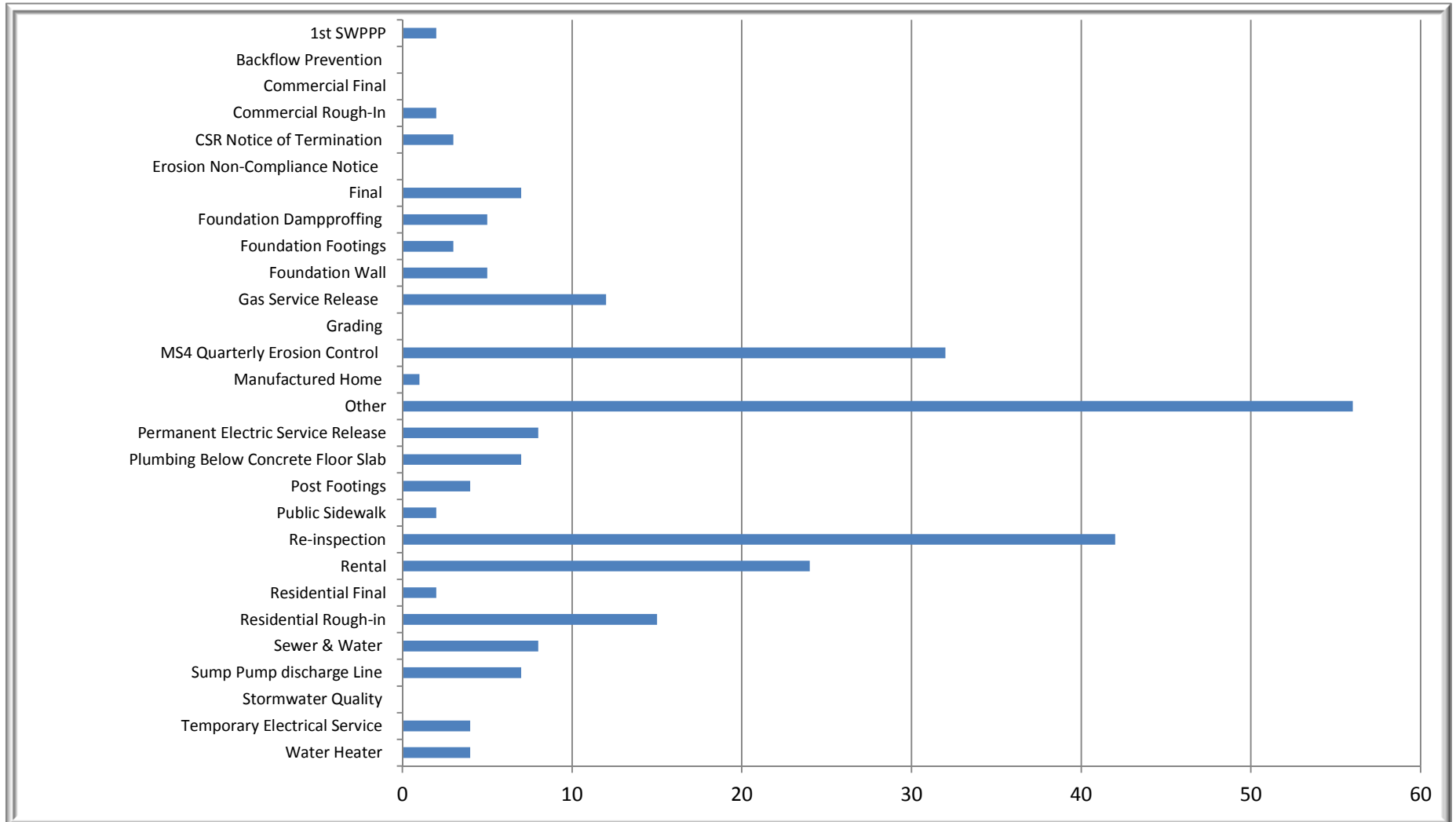
2018 Permit Tally Report

Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	59	\$16,574,984.00	\$169,873.89	59	59	
2	New Single Family Dwelling Attached	32	\$5,752,000.00	\$71,476.24	16	32	
3	New Townhouse	12	\$1,615,930.00	\$22,840.64	3	12	
4	New Multi-Family Housing	1	\$3,130,145.00	\$33,126.94	1	27	
5	New Commercial	5	\$9,121,030.00	\$71,168.22	3	59	
6	New Industrial	0	\$0.00	\$0.00	0	0	
7	School	3	\$32,313,000.00	\$136,676.05			
8	Residential Alteration	176	\$1,583,565.85	\$29,751.66			
9	Residential Addition	4	\$59,726.00	\$999.21			
10	Commercial Alteration	53	\$2,084,956.38	\$15,607.54			
11	Commercial Addition	0	\$0.00	\$0.00			
12	Industrial Alteration	2	\$150,425.00	\$746.47			
13	Industrial Addition	0	\$0.00	\$0.00			
14	Other	728	\$1,122,526.08	\$53,249.90			
15	Public	1	\$66,836.00	\$0.00			
16	Manufactured Home	5	\$150,000.00	\$1,614.85	5	5	
		1076	\$73,575,124.31	\$605,516.76	82	189	

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 December



Total Inspections 268



New Business Report

12/01/2018 - 12/31/2018

Project Description	Parcel Address	Owner Name	Owner Address	Owner City	Owner State	Owner Zip
Innomatix LLC	175 N. Highway 965 Unit 1	Innomatix	175 Highway 965 Suite 1	North Liberty	IA	52317

Total Records: 1

1/2/2019

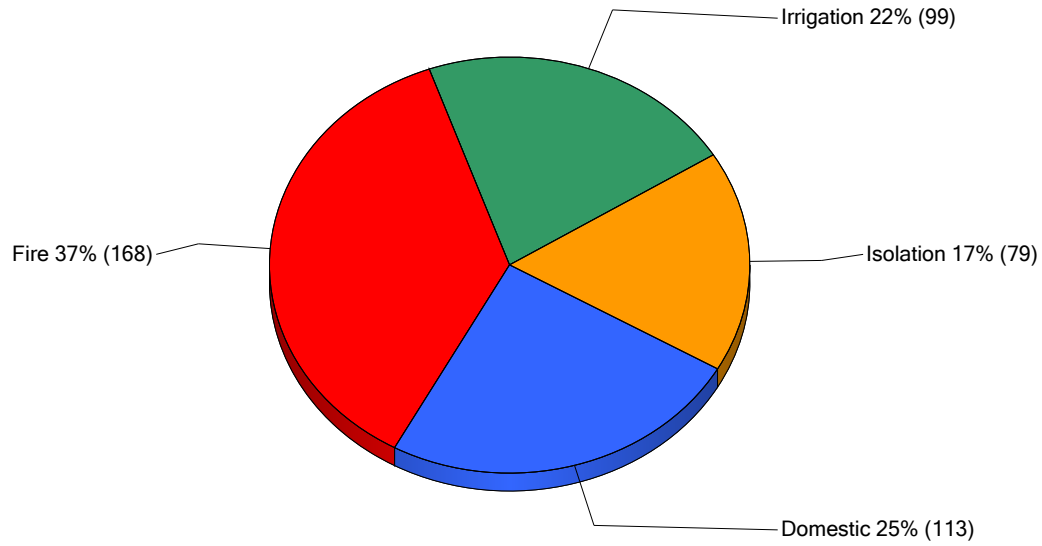
Code Enforcement Report

12/01/2018 - 12/31/2018

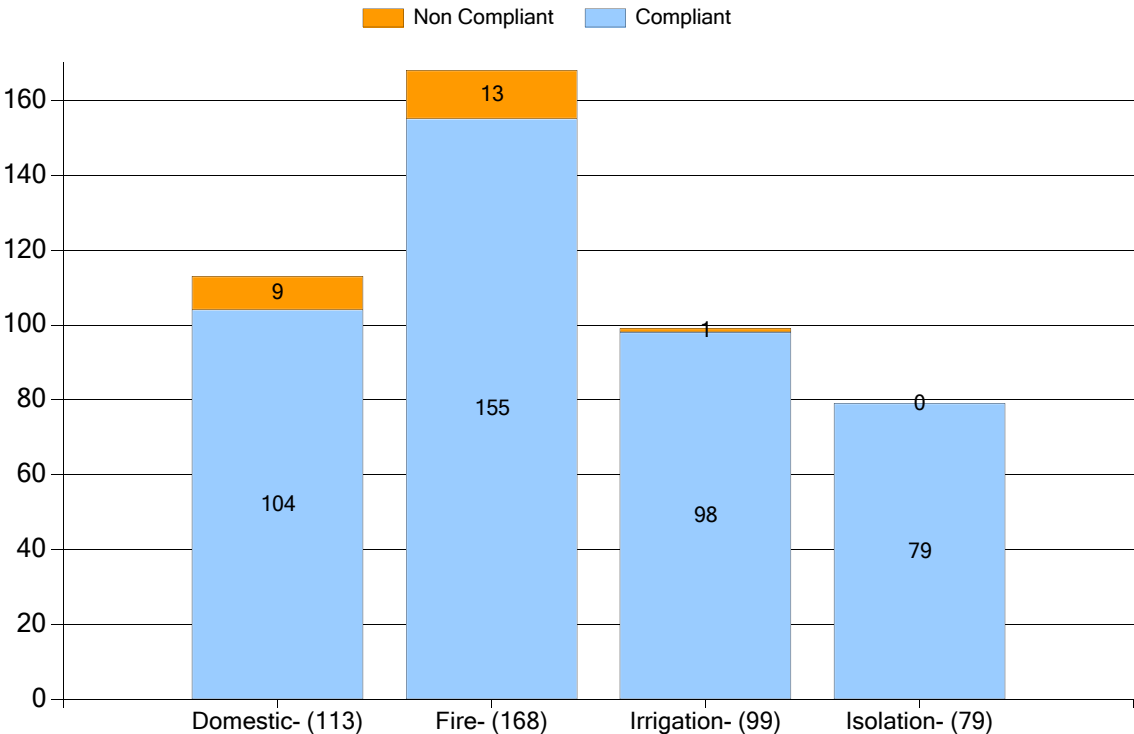
Case Date	Case #	Complaint
12/3/2018	3163	vehicle parked on the landscaped area of the property
12/3/2018	3164	past due annual backflow preventer test report
12/3/2018	3165	past due annual backflow preventer test report
12/3/2018	3166	past due annual backflow preventer test report
12/3/2018	3167	bedbug infestation
12/3/2018	3168	report of no smoke detector or missing smoke detectors in the home
12/4/2018	3169	Renting property without a valid rental permit
12/5/2018	3170	past due annual backflow preventer test report
12/5/2018	3171	have failed to pay the required rental fees and have failed to schedule the required rental inspection
12/10/2018	3172	Renting property without a valid rental permit
12/10/2018	3173	No Zoning Compliance permit application
12/11/2018	3174	mowing
12/14/2018	3175	Renting property without a valid rental permit
12/14/2018	3176	illegal placement of signs
12/14/2018	3177	mowing
12/17/2018	3178	illegal placement of signs
12/18/2018	3179	Renting property without a valid rental permit
12/18/2018	3180	have failed to correct the items listed on the previous rental inspection report
12/21/2018	3181	accumulation of rubbish or garbage on the property
12/26/2018	3182	past due annual backflow preventer test report
12/26/2018	3183	past due annual backflow preventer test report
12/26/2018	3184	large hole in the right of way area
12/27/2018	3185	trailer parked on the landscaped area of the property
12/27/2018	3186	trailer parked on the landscaped area of the property
12/27/2018	3187	vehicle parked on the landscaped area of the property
12/27/2018	3188	vehicle parked on the landscaped area of the property
12/27/2018	3189	occupying unit with an expired temporary certificate of occupancy

Summary of all Backflow Preventers

- Fire = Fire Protection / Fire Detector Bypass
- Domestic = Domestic / Domestic Bypass
- Irrigation = Lawn Irrigation
- Isolation = All Others



Breakdown of Backflow Preventer Compliance



Fire = Fire Protection / Fire Detector Bypass
Domestic = Domestic / Domestic Bypass
Irrigation = Lawn Irrigation
Isolation = All Others



North Liberty Fire Department 2018 Monthly/YTD Response Report

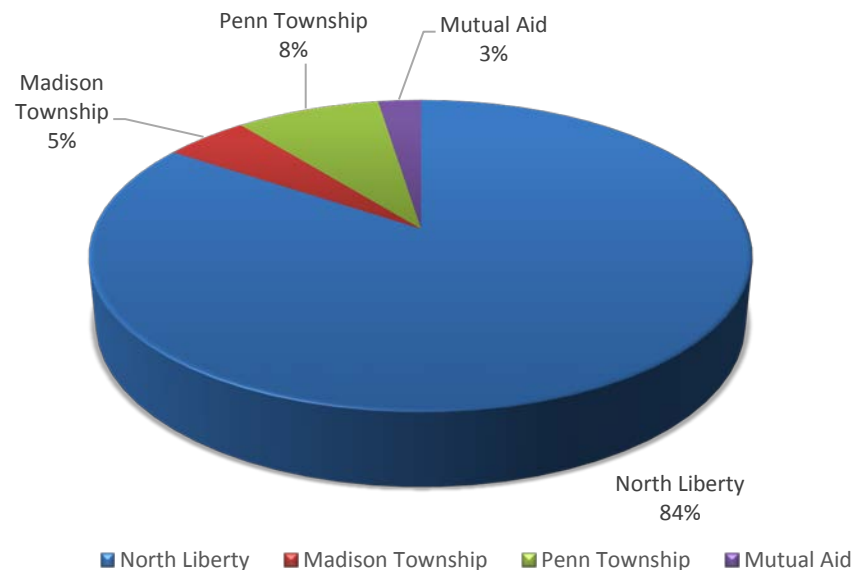
North Liberty Fire Department Responses By Fire District

	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	81	79	86	1097	84.38%
Madison Township	4	2	5	5	4	6	5	8	4	8	6	6	63	4.85%
Penn Township	7	8	8	12	11	16	13	7	10	5	4	7	108	8.31%
Mutual Aid	2	2	3	5	4	2	4	2	2	2	3	1	32	2.46%
Total Responses	112	95	109	113	116	131	125	122	89	96	92	100	1300	

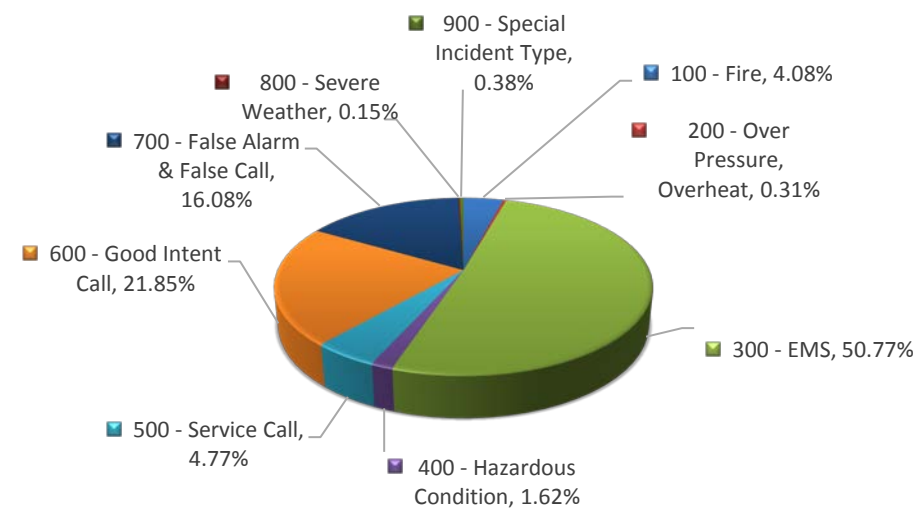
North Liberty Fire Department Responses By Type of Incident

	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	5	2	4	53	4.08%
200 - Over Pressure, Overheat	1		1	1	1								4	0.31%
300 - EMS	50	59	47	61	60	71	61	59	54	44	45	49	660	50.77%
400 - Hazardous Condition	5	2	3	1		3	3		2		2		21	1.62%
500 - Service Call	4	5	8	1	4	8	7	10	3	5	1	6	62	4.77%
600 - Good Intent Call	23	13	25	18	30	30	28	24	19	20	26	28	284	21.85%
700 - False Alarm & False Call	24	13	18	22	17	13	21	25	7	20	16	13	209	16.08%
800 - Severe Weather										2			2	0.15%
900 - Special Incident Type	1	1		2			1						5	0.38%
Total Responses	112	95	109	113	116	131	125	122	89	96	92	100	1300	

2018 District Responses YTD
(Rounded Percentage)



2018 Type of Incidents YTD
(Percentage)

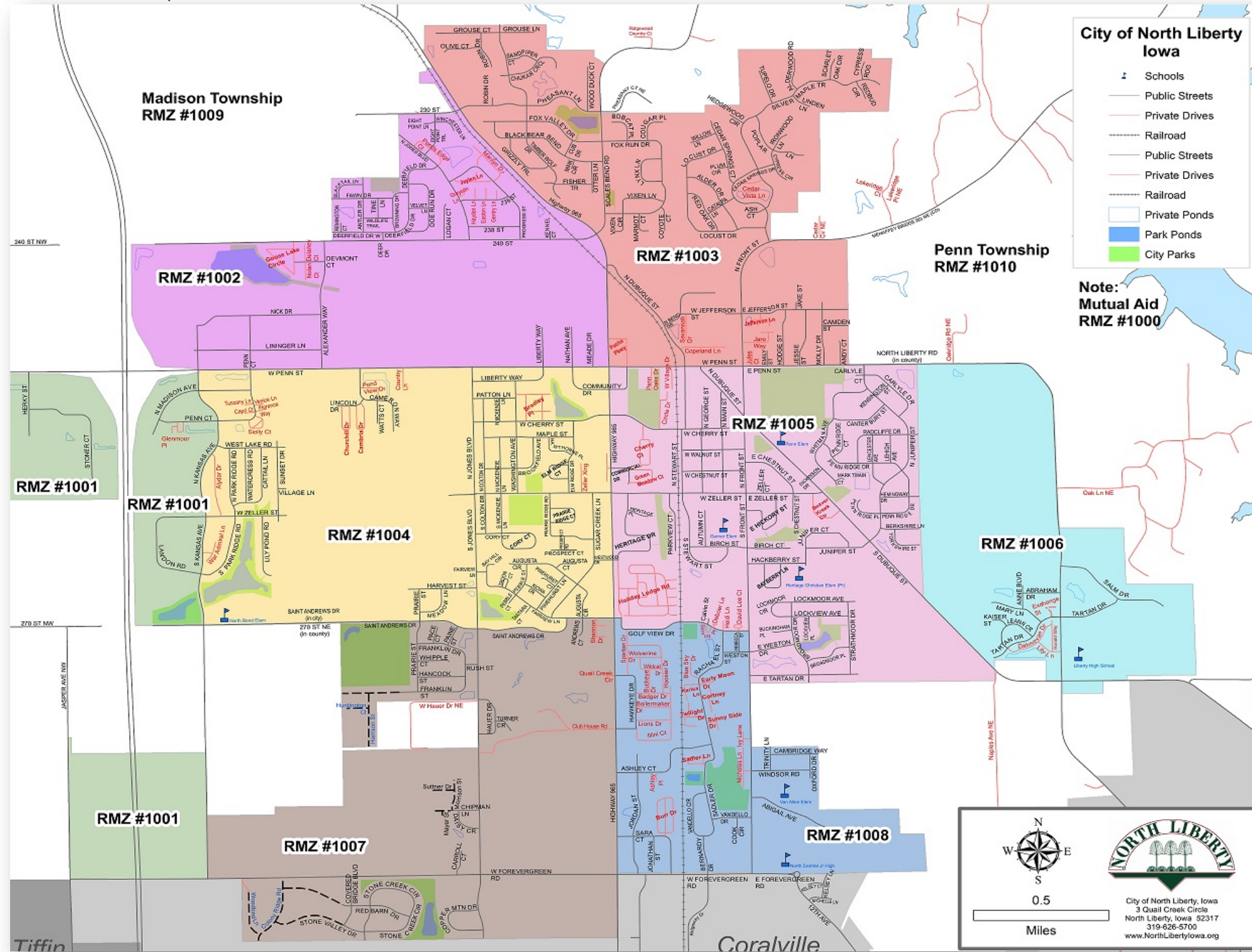




North Liberty Fire Department 2018 Monthly/YTD Response Report

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 To Date
1000 - Mutual Aid	2	2	3	5	4	2	4	2	2	2	3	1	32	2.46%
1001 - City of North Liberty		5	4	2	2	1	3	4	1	3	4	5	34	2.62%
1002 - City of North Liberty	8	16	8	8	11	8	9	10	4	9	4	11	106	8.15%
1003 - City of North Liberty	20	18	12	12	18	27	16	16	11	15	18	16	199	15.31%
1004 - City of North Liberty	27	10	20	18	26	18	15	21	9	23	21	13	221	17.00%
1005 - City of North Liberty	26	19	25	32	20	31	27	31	18	17	15	23	284	21.85%
1006 - City of North Liberty		1			1	1	1	2	5	1		1	13	1.00%
1007 - City of North Liberty	6	3	8	6	5	8	16	9	9	7	6	5	88	6.77%
1008 - City of North Liberty	12	11	16	13	14	13	16	12	16	6	11	12	152	11.69%
1009 - Madison Township	4	2	5	5	4	6	5	8	4	8	6	6	63	4.85%
1010 - Penn Township	7	8	8	12	11	16	13	7	10	5	4	7	108	8.31%



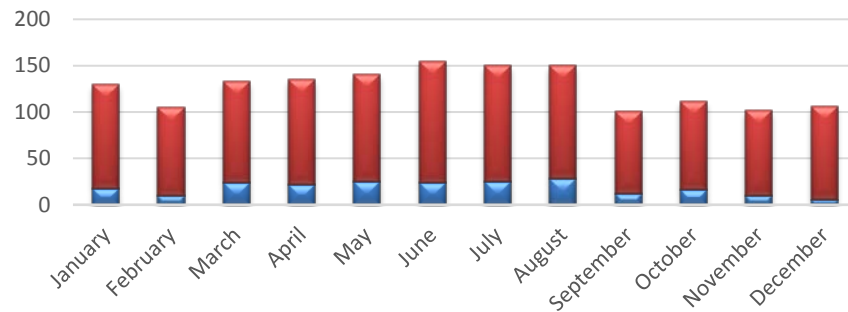


North Liberty Fire Department 2018 Monthly/YTD Response Report

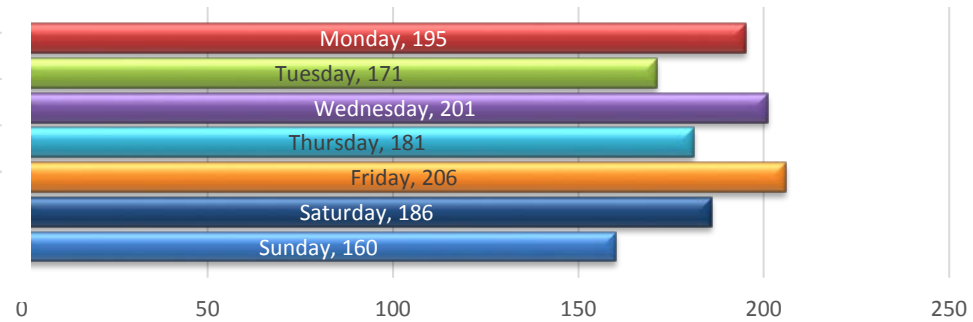
North Liberty Fire Department Overlapping Incidents

	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	16	10	6	220	16.92%
Total Responses	112	95	109	113	116	131	125	122	89	96	92	100	1300	

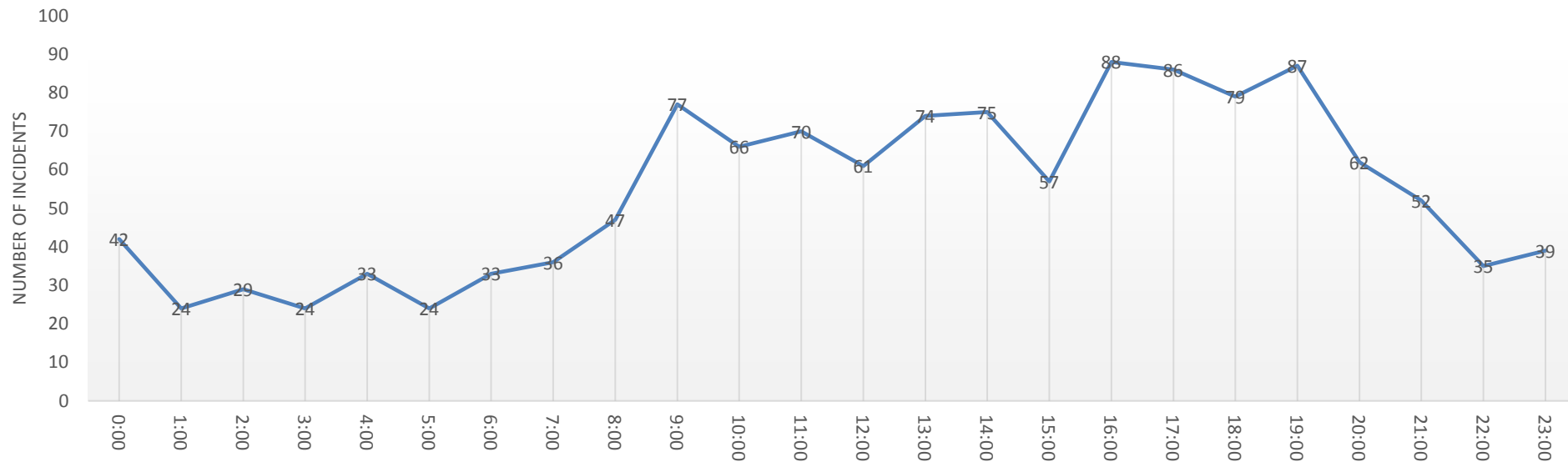
2018 Overlapping Incident
by Month



2018 Responses by
Day of Week



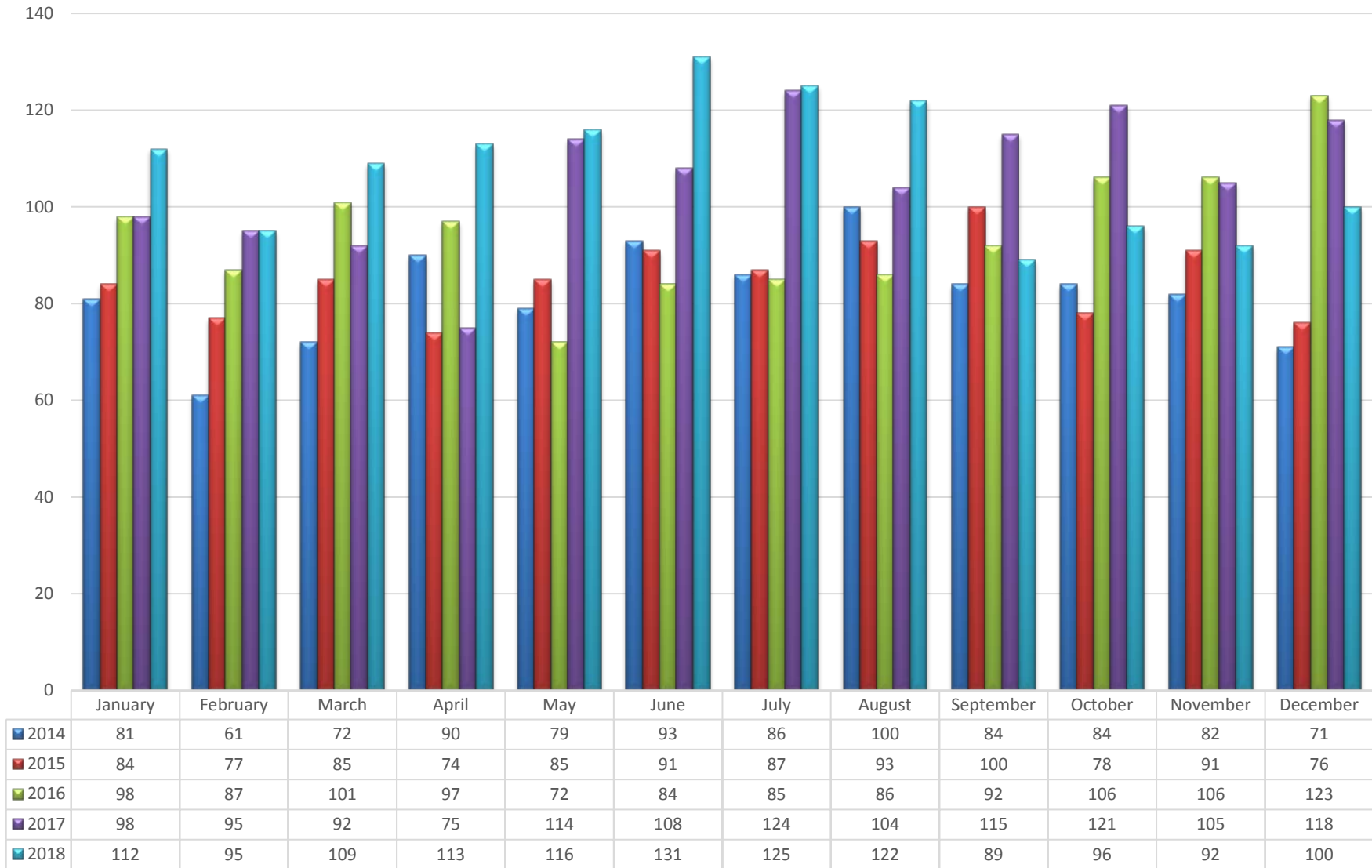
2018 Responses by
Hour of Day





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	Calls To Date	Percent To Date
Responses for Month	112	95	109	113	116	131	125	122	89	96	92	100	1300	
Barney, Mallory	17	19	22	18	19	11	7	26	11	10	8	13	181	13.92%
Burleson, Lynn	5	17	13	13	19	32	18	18	5	16	12	7	175	13.46%
Chiles, Branden	2	2	6	4	3	3	3	1	4	1	4	7	40	3.08%
Coleman, Leah	6	6	5	8	1	0	0	0	0	0	0	0	26	2.00%
Coyle, Jim*	1	0	0	0	0	0	0	0	0	0	0	0	1	0.08%
Dolezal, Dan	3	1	5	14	6	4	9	15	1	5	8	7	78	6.00%
DuBay, Rob	20	21	31	5	5	8	3	2	17	16	19	12	159	12.23%
English, Joseph	22	17	18	16	12	26	17	16	18	17	15	15	209	16.08%
Hardin, Bryan	14	16	15	24	13	21	10	12	11	7	10	17	170	13.08%
Jaeger, Jeff	34	15	32	29	21	36	24	40	16	19	31	27	324	24.92%
Johnston, Mike	18	3	8	11	7	15	12	7	8	5	15	8	117	9.00%
Keitel, Brad	8	11	33	39	10	11	8	23	6	1	6	6	162	12.46%
Kelchen, Jessica	18	13	17	26	18	7	7	19	7	5	3	11	151	11.62%
Kochanny, Chris	30	27	28	43	30	23	26	27	18	23	26	31	332	25.54%
Kramer, Adam	5	9	6	20	10	8	5	4	5	9	6	4	91	7.00%
Lundquist, Jonathan	0	0	25	15	21	18	12	23	7	12	14	15	162	12.46%
Marks, Isaac	14	16	18	22	12	1	23	19	20	20	15	14	194	14.92%
McDonald, James	26	22	29	35	20	31	15	25	10	15	23	17	268	20.62%
Messinger, Matt	20	10	26	11	30	13	22	15	10	5	16	16	194	14.92%
Miller, Jordan	24	23	41	26	21	24	15	23	22	19	18	31	287	22.08%
Moliterno, Brad	19	11	18	9	6	7	13	3	11	6	5	5	113	8.69%
Newkirk, Richard	12	8	13	24	29	16	16	7	7	10	9	5	156	12.00%
Pecora, Tyler	14	11	20	31	6	14	20	28	26	22	10	8	210	16.15%
Place, Alexander	0	0	0	0	5	11	12	3	8	21	19	13	92	7.08%
Platz, Brian	42	39	36	37	43	45	27	18	22	31	32	25	397	30.54%
Reasner, Richard	14	0	0	0	4	4	11	15	3	10	7	6	74	5.69%
Rennekamp, Bryan	16	18	17	14	19	14	23	24	10	14	3	19	191	14.69%
Rhomberg, Peter	27	5	11	16	2	7	10	8	2	6	1	8	103	7.92%
Schellenberg, Phillip	38	14	4	10	17	13	12	14	6	15	9	8	160	12.31%
Schmooke, Bill	25	19	28	16	23	15	18	12	17	12	18	8	211	16.23%
Schoening, Austin	21	14	14	14	19	36	28	33	15	9	18	10	231	17.77%
Schultz, Christine	20	12	22	18	9	13	13	9	12	7	5	8	148	11.38%
Scott, Sam	16	9	15	21	11	11	16	7	9	9	13	9	146	11.23%
Smith, Landon	56	25	50	30	33	39	30	34	26	21	17	26	387	29.77%
Story, Carson	14	12	14	20	7	12	12	18	13	17	9	10	158	12.15%
Voparil, Craig	12	10	14	11	16	12	4	6	14	9	7	5	120	9.23%
Welter, Jonathan	20	7	17	23	12	11	8	4	0	0	0	0	102	7.85%
White, Austin	43	25	43	29	54	25	14	9	4	20	11	9	286	22.00%
White, Geoffery	29	7	38	39	30	23	20	24	14	15	9	21	269	20.69%
White, Sayer	13	12	9	12	13	5	9	10	12	3	0	0	98	7.54%
Wichmann, Megan	16	5	13	11	2	0	4	20	12	10	8	8	109	8.38%
Williams, Justin	16	8	13	9	10	9	7	12	7	8	13	8	120	9.23%

* Fire Dept. Chaplain



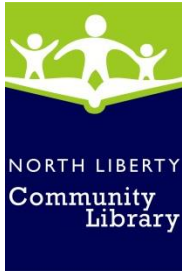
North Liberty Fire Department 2018 Monthly/YTD Response Report

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	Platz 31	Platz 32	Kochanny Miller 31
2	Schoening 28	Smith 34	Miller Platz 22	Kochanny 23	Jaeger 31	Jaeger 27
3	Platz 27	Schoening 33	Marks 20	Pecora 22	Kochanny 26	Smith 26
4	Kochanny 26	Ropp 29	English Kochanny 18	Place Smith 21	McDonald 23	Platz 25
5	Jaeger Ropp 24	Pecora 28	DuBay Schmooke 17	Marks White, A 20	DuBay Place 19	White 21

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

1	Platz	397	30.54%
2	Smith	387	29.77%
3	Kochanny	332	25.54%
4	Jaeger	324	24.92%
5	Miller	287	22.08%



TO: City Administrator and City Council
FROM: Jennifer Jordebek, Assistant Library Director
DATE: Jan. 3, 2018
SUBJECT: Library Monthly Report

At a Glance

Computer Usage	2,880
Database Use	6,642
Meeting Room Use	916
Door Count	12,865

Library News

Did you know December 13 was National Cocoa Day? The library offered a cocoa bar all day on that Thursday and served about 50 of our patrons hot cocoa with all sorts of add-ins. Interactive displays are a way to engage patrons who may not have time or feel up to a bigger program but want to enjoy some time in the library. We'll be offering more of these make and take services in the coming year.

The Friends of the Library held their annual cookie walk in December in conjunction with Breakfast with Santa in the recreation center. They sold out in three hours after starting with over 200 dozen cookies. This is a great fund-raiser for the Friends and a fun community event.

We ended the year with our Noon Year's Eve party in one of the gyms. A video of the balloon drop is available on our Facebook page: <https://www.facebook.com/NLibertyLibrary/videos/384373778963375/>. Nearly 300 kids and their adults came out to help us celebrate 2018 and kick off a new year. The event featured a Zumba Dance Party, face painting, snacks, and fun for all.

The new year promises all sorts of new programming. We started off 2019 right away with a fun theatre program on January 2. We hosted 30 teens who came to learn techniques on how to audition for a musical.

And coming up, we have yoga for all ages, cooking programs, and free professional headshots for job seekers. Our Adult Services Librarian, Amy, has been collecting suit jackets, ties and other professional accessories for those who may not have attire to wear for a professional photo, with a goal to add some of the accessories to the library collection and make them available for check out. Libraries of Things is a growing concept that we hope to grow here in North Liberty as space allows. Read more about the basis for the idea [here](#).

December Program Highlights



Cocoa on a cold December Day.



Friends members prep for the holiday cookie walk.



Noon Year's Eve Fun



Teen Programming SUCCESS!
Auditioning for a Musical: What to Do, How to Do It, and How to Feel Good Doing It



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

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

Date: January 2, 2019

Re: Monthly Report

We performed building maintenance as needed this month.

We removed snow and ice from City parking lots, sidewalks and trails this past month.

We picked up trash and pet waste stations as needed. With the mild weather there has been considerable usage of trash and dog stations.

We maintained equipment as needed this month. We performed preventative maintenance and repaired winter equipment as time permitted. We continue to prepare for the upcoming growing season by performing preventative maintenance and repairs to ball field maintenance, mowing, trimming and landscaping equipment.

We continue to organize and clean-up our shop.

Parks staff completed fall protection, man lift and welding/cutting training on December 19th. We also completed required city training in Target Solutions.

The Tree City USA recertification application was received and approved by the State Forestry Department. We have received this award as a Tree City USA for the past 24 years. This helps us obtain other tree grant funding as well as to show how proactive North Liberty is in tree planting within our community.

We completed and submitted the *Trees Please* Grant from MidAmerica Energy. We will know in March if we have been selected and awarded the grant to plant additional trees at Centennial Park next season.

I attended the CVB annual luncheon on December 11th.

City Planner Dean Wheatley and I have been updating and revising the Parks Plan. We hope to have a draft copy of the plan for review by the end of January.

We continue to revise and review the Parks FY1920 budget and capital projects items to prepare for the next fiscal year.



North Liberty Police Monthly Report December 2018

Training:

- Officers attended SERT, Canine, bomb squad, and Dive team training this month (40 hours)
- One officer attended free training in Cedar Rapids on dealing with Persons with Disabilities Workshop provided by the US Attorney's Office. (4 hours)
- All staff completed Sexual Harassment online training (10 hours)
- Two officers attended Survival Mindset Training at the JECC presented by the International Association of Chief of Police. (16 hours).
- Our new Drug Task Force Officer is in field training with the officer that is coming out of task force in January. (80 hours)
- The canine and handler passed a field test with an independent instructor on tracking, drug detection and handler protection for their annual certification test. (2 hours)

Traffic Contacts	506
Parking Contacts	35
Vehicle Inspections	10
Vehicle Unlocks	26
Crash Investigations	20
Public Assists	209
Assist Other Agency	110
Crimes Against Persons Report	11
Crimes Against Property Report	27
Other Reports	46
Arrests	52
Warrants	8
Alcohol/Narcotics Charges	46
Crimes Against Persons Charges	6
Crimes Against Property Charges	8
Other Charges	19
Animal Calls	42
Total Calls for Service	2218
*Total Calls for Service for the year	24734

Public Relations:

- We hosted another successful Present with Police which provides Christmas gifts to families that reside in North Liberty. The money donated came from the department's No Shave November event, local residents and a local business. We would like to give a big thank you to Spotix who generously donated \$1000 to the event. Thanks to the generosity of the community, nine kids were taken to Walmart to shop for their family members before heading to the Rec Center for a pizza/wrapping party. Officers, Records staff and a few non-department volunteers donated their time for this event.
- Department members donated items to Juan Santiago's annual Johnson County DVIP toy drive.
- Lt Tyson Landsgard was nominated and received a 2018 Bravo award through the CVB for his public safety coordination of the RUN CRANDIC event.
- A local Boy Scout troop toured the PD and police vehicles. They also did some fingerprinting and learned about identification to earn a scout badge.
- We were requested to have officers work extra duty for a church service event this holiday season at the High School. Two officers worked the event and their time will be reimbursed by the church.
- Officer Rockafellow agreed to represent the PD on the City's Next Door app. He will provide safety tips and notification to neighborhoods as a way to inform and connect with the public. His first post provided information on requesting vacation house checks for when residents will be out of town.
- Officers attended several school events for the Holidays at the request of the schools.

Equipment:

- Purchased a new LIDAR for speed enforcement. This will be reimbursed through the GTSB grant.
- Purchased a Laser Bullet Trajectory Kit through Sirchie for investigating shootings.

Enforcement:

- We worked a couple of traffic enforcement grant projects around the Holidays.
- Officers responded to a stabbing at Little Caesar's Pizza. Fortunately, the victim survived and we have positively identified the suspects. Arrest warrants have been issued, but they are still at large and have fled the area.
- We continue to encourage people to lock and secure their vehicles. This would include keeping car keys and other valuables out of plain view.

Department Admin:

- Work continues on the PD design with Architects. We are working on final design plans and value engineering items to get back in budget.
- We held Supervisor interviews for a January promotion of a Sergeant. Officer Seymour was selected and will start in January as an evening/late night supervisor.
- Officer of the Year was presented at the City Holiday party. This year, Officer Mitch Seymour was nominated and selected for his extensive criminal investigations with the drug task force and going above and beyond in helping a group attend an Iowa Football Game.
- We opened the bid shifts for January for the union members to submit. Shifts will change in January.
- We accepted a Solon High School Intern for a 60 hour unpaid internship through Workplace Learning Connection.
- We continue to work on getting an officer hired so we can be back up to full staff. We had extended a conditional offer of employment to an individual but, citing family commitments, he declined the offer. We will continue with the next person on our list and begin the background and psychological testing process.
- We are accepting applications for the Citizen Police Academy. This 10 week program will start in January.
- We completed and closed out our 2014 Federal Cops Hiring Grant

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 1/3/2019

To: Mayor, City Council and City Administrator
From: Shelly Simpson, Recreation Director
Date: January 2, 2019

Monthly Report – December 2018

Recreation Update:

December came in with a rush as Winter/Spring program registration began the first week of the month. Over \$75,300 was taken in the first week of December. “Kids Campsite” usage for this month totaled 896 participants. Other preschool classes continuing until the middle of the month were Tippi Toes Dance, Kinder Club, Music & Movement and Wiggle Worms.

Youth classes included taekwondo, our “Recsters” BASP monthly program and Holiday Camp while school was on break which 21 participants took advantage of. Youth Competitive Basketball Leagues concluded the middle of December.

Senior Dining was offered on Fridays, with a potluck on Dec. 28th. A total of 76 participants were served this month.

Our adult leagues concluded the middle of the month as well. Ongoing aerobics classes include Body Blast, Body Sculpt, Boot Camp/Cross Train, and Cardio Pump which have strong attendance by the month or through drop-in participation.

December is a big special event month. Jason led a Bingo Night and with Matt F sent Santa Letters out. Matt Meseck takes control of the Holiday Vendor Fair and Breakfast with Santa events which have been successful for a number of years now. We had 37 vendors and 402 were in attendance for Breakfast With Santa. Matt M also started an Elf on a Shelf Scavenger Hunt and decorated the tree at the Gazebo in Penn Meadows Park to get everyone in the holiday spirit.

It is nice to have a couple of days off for the holidays as the facility was closed. Daily operations are handled by part-time staff as many time off requests are submitted during the holidays as well.

Pool Update:

Indoors, swim lessons concluded and will not resume until mid-January. Other programs such as Lucky Duck, special swims and water exercise classes such as Aqua Boot Camp, Arthritis Aqua, Aqua Zumba, Early Bird, Easy Does It, Water Resistance and Noodle Triathlon continued with strong attendance by the month or through drop-in participation.

Ashley, Brian & I met with a few vendors to replace the outdoor play feature and will have a recommendation going to city council in January.

We are investigating water loss from the indoor pool and believe that caulk joints may be the problem. Ashley is trying to get someone in to re-caulk the island and have performed some dye tests around the main drains and joints to find other weak points. We may need to test the perimeter gutter system as well if the loss continues.

See attached reports for more information.

Submitted by Shelly Simpson

**Park & Rec Board Meeting
Agenda Item Summarization**

Agenda Item # 3 - Rec & Aquatics Recommendation:

Review staff proposal and make a motion to approve a recommendation to go to City Council.

- A. Outdoor Play Feature: Discussion points include staff receiving proposals from three vendors; Whitewater West, Waterplay Solutions and Commercial Recreation Specialists/Vortex.

Whitewater West’s proposal was incomplete in that it did not include demo of existing structure or repair of the pool floor. The structure itself had less interactive features as others. Incomplete proposal estimation: \$100,000.

Waterplay Solutions proposal was better and staff liked this option but two big dislikes were installation by a third party, no representative made a site visit and cost. Proposal estimation: \$195,575.

Commercial Recreation Services/Vortex proposal is one that has staff recommendation. They provided the most comprehensive proposal, made an on-site visit and included more features. Version A with alternate features; Bobble N2 and Helio N 1. Proposal estimation: \$183,260 + \$12,300; Totaling \$195,560.

This was a listed FY project but came in over budget; we are requesting to use pool capital funds to cover recommendation.

Budgeted amount:	\$ 100,000
Operating Budget:	\$ 50,000
Pool Capital Fund:	<u>\$ 45,560</u>
Estimated Total	\$ 195,560

- B. Review staff recommendation and make a motion to approve direction for City Council to consider; Priority 1 – Maintain existing facilities, P2 – Splash Pads, P3 – Future Expansion

Agenda Item # 4 – Parks Recommendation:

Review staff proposal and make a motion to approve a recommendation to go to City Council.

Agenda Item #5 – Land Acquisition:

Staff made a few inquiries on how local communities obtain/plan for future land acquisition. The City of Iowa City actually has a lengthy city code for dedication of land and payment of fees in lieu of land dedication. The City of Coralville negotiates with developers and is guided by master plans and don’t have any set requirements on land or cash. Comment was made that most developers work with City on park areas which benefits their home prices.

In discussing with City Administration, the City of North Liberty operates similar to Coralville. We do not have specific city codes but believes it is a healthy discussion and relationship to talk with developers as property and land come available and to have master plans to guide everyone to show areas that are lacking in the community.

Is there any other discussion or research needed on this subject?

Submitted by Shelly Simpson, Recreation Director



**Recreation / Aquatics Priorities – Staff Recommendation
As of January 3, 2019**

Park Board Members,

Many factors will continue to develop and influence this recommendation, but we would like for you to consider the following when prioritizing capital projects relating to Recreation / Aquatics.

Priority #1: Maintain Existing Facilities

Outdoor Pool Play Feature: Work has begun on receiving quotes for replacement of main pool play feature and improving visibility for staff with a wall removal which is planned to take place in the Spring.

Dectron Unit: Secondly, we need to set aside money to replace the Dectron Unit (\$500,000) within two years. This is the entire pool dehumidification system and manufacturer states our unit is 16 years old and should plan a two year replacement plan. This unit runs 24/7/365 and may have multiple costly repairs as it ages.

Parking Lot: The existing parking lot needs restoration (\$29,500) of cracks and repairs. This repair should not be impacted as we continue to research if current site can support both facility and parking lot future expansions.

Snow Gems: This is the facility's roofing snow retention system. Manufacturer has stated that the wrong application was originally installed and over time has failed. We would start with public entrance areas first and complete rest of roof line as needed.

Lockeroom Remodel: We recently completed the men's rec locker room and need to remodel the women's rec locker room, followed by the pool locker rooms and family changing areas.

Maintaining existing facilities is a must as the Rec Center is approaching 22 years of operation and the pools are approaching 15 years of operation.

Priority # 2: Splash Pads

Our recommendation is to pursue the construction of splash pads as our next priority. Benefits are two fold; free water play options to divert high demand at current outdoor pool if capacity continues to be met and no lifeguards are needed. Staffing is a major concern, Ashley is experiencing a shortage in swim lesson instructors as well as candidates to fill higher responsible positions such as lifeguards and pool managers which require additional training and certification. Our recommendation is to pursue options that do not require additional staff.

Centennial Park Splash Pad: \$500,000 estimation. Our recommendation is to add a splash pad along with a building to include bathrooms, pump house and performance stage. Our second recommendation would be to expand the Splash Pad at Penn Meadows.

Priority # 3: Future Expansion

Demand from our residents needs to remain as our top priority and researching National Recreation & Park Association metrics may help manage and plan resources and capital facilities. Current data suggests one recreation center for every 27,375 residents. Many local projects are in the works such as the Iowa Arena in Coralville, new DiVentures facility in North Liberty, ICCSD and CCA School facility expansions and City of Tiffin's rec complex plan mentioned in the October 25 Leader Edition; all of which may have an effect on our demand or usage of current facilities. Weighing all these factors will help determine the need for additional facilities.

Thanks for your consideration.

To: Mayor and City Council

From: Michael Pentecost, Street Superintendent

Re: December 2018 Monthly Report

January 2, 2019

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

- Locating of City Utilities (105 job tickets) ongoing
 - a. This is a 10% decrease from December 2017
 - b. Total 2018 locates = 3332 which is a 17% increase over 2017
- Continued animal control services (7 responses to animal issues)
- Cemetery plot locates (1 in total)
- Projects
 - a. Kansas Avenue RISE Project
 - i. Project will remain as is until spring
 - b. Ranshaw Way Phase 3 Project
 - i. Punch list items continued to be worked on by contractors
 - c. Coralville Coral Ridge Ave/Ranshaw Way Project
 - i. Provided traffic control while Linn Co REC removed overhead electric and remove traffic signal pole at Forevergreen Rd/Ranshaw Way
 - ii. Some contractors will work on items as weather allows
 - d. Adaptive Traffic Control hardware installed at all intersections except Forevergreen Rd/Ranshaw Way
 - i. Continued work on software and network server
 - e. Forevergreen Rd/I380
 - i. Project will remain as is until spring
 - f. Penn St / Front St Corridor Improvement Project design at 100% complete
 - i. Utility relocation work has begun
 - g. Main St Project is at 100% design complete
 - i. Owner review meeting set for mid-January
- Staff training on CPR, AED, First Aid, sexual harassment, fall protection, scissor lifts, and man lift
- Conducted monthly safety inspections for all street equipment and buildings
- Sent over 50 faded signs to manufacture to get refaced and reused
- Winter Weather Events
 - a. Snow/ice events on December 4th, 11th, and 28th that staff plowed and/or applied material
 - b. 2000 gallons of Anti-icing (brine) applied on December 11th
- Sanitary sewer system
 - a. 3rd month for pilot study on lower H2S levels
 - b. Contractor continued manhole rehabilitation work
- Cold patch and crack sealing of streets along with grading of gravel shoulders on Ranshaw Way and W Penn St

Communications Department Report

Submitted to the North Liberty City Council

Jan 3, 2019, for the month of December 2018

Year in Review

At the end of 2018, I compiled some numbers to share with staff, and I thought it would be good to include those here.

We saw growth on established social media, Facebook likes increased 27% to 6,228 likes, Twitter follows increased 13% to 3788 follows and Instagram likes increased 32% to 1389 likes, and we added Nextdoor, which has 3,313 neighbors.

The staff produced 214 videos with more than 10,000 views on Vimeo and 100,968 minutes viewed on Facebook, an 82.2% increase over the previous year, with *The Trashelor* deserving special notice. We began publishing a selection of our video to YouTube in the fall.

We launched a podcast and produced 10 episodes, garnering 2,312 downloads. We relaunched a monthly email newsletter, produced 10 editions of it and saw an open rate of 36 percent.

We relaunched our website with a modern, responsive design and additional functionality. We rethought and relaunched NLTV's cable programming.

Beat the Bitter revenue (sponsorship and paid attendance) grew nearly 50 percent in 2018, was recognized by the International Festivals & Events Association and is on track to grow again in 2019. Blues & BBQ's budget grew to six figures and hosted its first Grammy-nominated headliner and 17,00 guests. Our cheer zone for the inaugural Run CRANDIC was recognized by runners as the race's best.

We launched the Public Opinion Panel to better collect feedback and opinions from our community. We organized a storm drain art project by bringing together public art advocates, stormwater improvement advocates, local students and educators and our business community. And we worked with every other city department to produce programming, unveil new facilities, rebrand initiatives, ease concerns about projects and help the community better understand what our people do.

Beat the Bitter

Beat the Bitter is less than a month away, and final preparations are underway. Registration is still available for much of the festival, which has grown to include five core events planned by staff and committee (Wintry Warm Up, Fire & Ice, Igloo Jam, Winter Games, Snuggie Crawl) and an additional couple dozen affiliated events, planned by local businesses and organizations. Staff

continued to market the festival, encourage registration and solidify details. New additions from partners include Rusciano's teaching kids how to make pizza, Reds Alehouse's Luau, FilmScene's skate-in showing of Mighty Ducks, Keystone Place at Forevergreen hosting Deb Carneol's talk about running seven marathons in seven days on seven continents plus more new and returning favorites. The festival will run from Sunday, Jan. 27, 2019, through Saturday, Feb. 2, and details are available at beatthebitter.com.

Public Input Panel

We hosted our first POP survey, which focused on service level preferences (the results are attached). We'll be prepping the next survey for distribution in January. The panel is open to any stakeholder, who can register at northlibertyiowa.org/pop.

Blues & BBQ

The team spent time working on additional sponsorship asks to fill out our budget for the festival's 13th year. We spent some time talking with a potential programming partner, and will work through details early in the year. The festival will return on July 13, 2019, with Pig & Pint slated for the night before.

Infrastructure Projects

We preparing to rebrand our road construction projects under the umbrella of "Road Therapy,"

Other items

We worked with fire, police, library and the public to bring attention to the youth impact initiative (since named #LIT or Learning Impact Team) and set up registration.

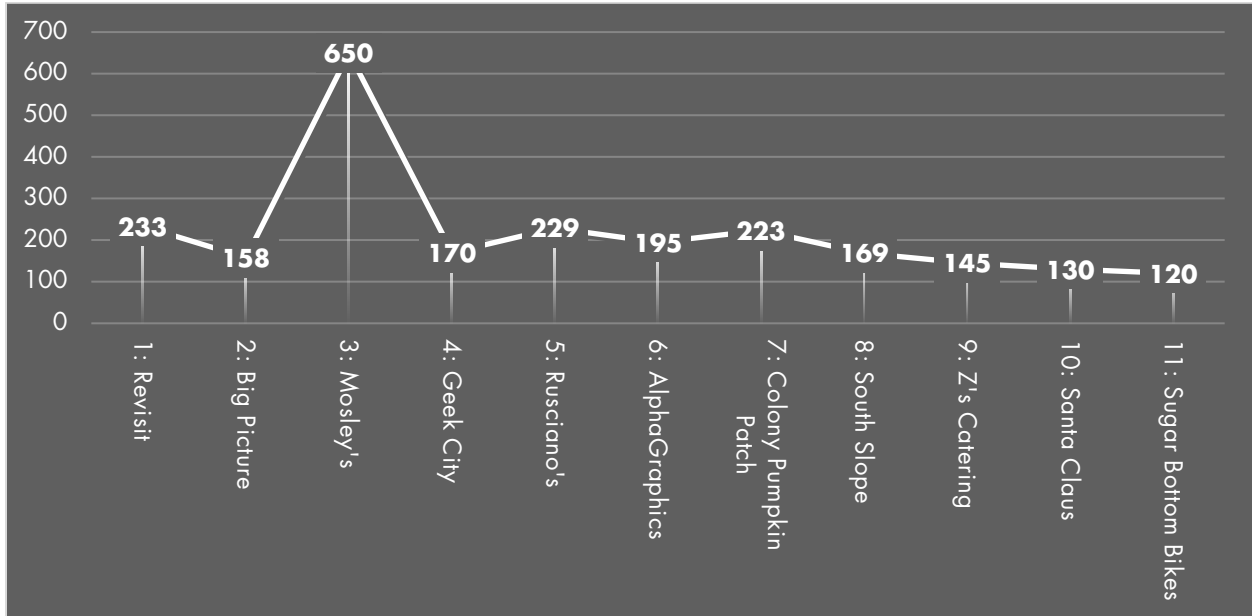
We submitted produced City Council meetings to the Iowa City government channel.

We're working to shoot headshots of all city staff, department by department.

We sent news releases about the holiday hours, trash changes, tree collection, employee recognition, Beat the Bitter and more.

52317 Podcast

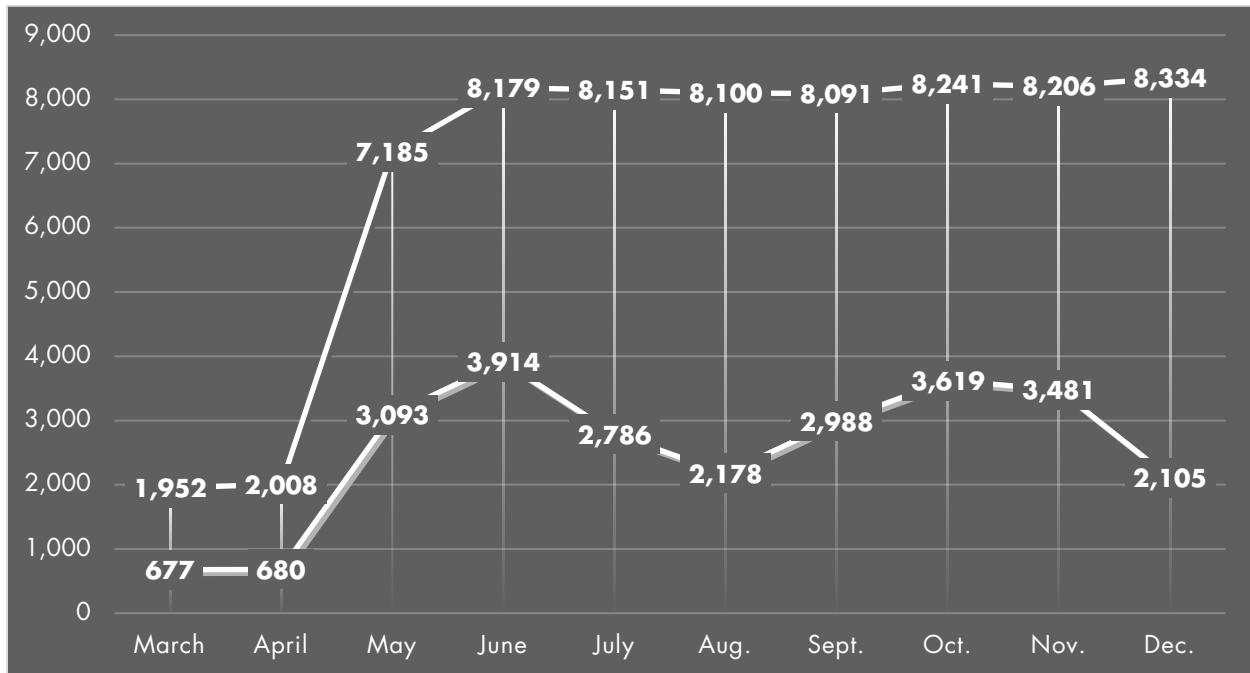
Release schedule is every three weeks; episodes can be found at northlibertyiowa.org/52317.



Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device since its publication. Numbers are as reported by service provider LibSyn as of the date of this report.

North Liberty Bulletin Email Newsletters

Release schedule is first Thursday of the month; subscribe at northlibertyiowa.org/subscribe.



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	Twitter new follows	Twitter impressions	Instagram new follows	Nextdoor members
Dec 2018	65	40,942	31	36,700	47 (1413)	3,344
Nov 2018	105	24,841	25	131,000	30 (1366)	3,308
Oct 2018	108	29,171	42	48,200	44 (1336)	3,294
Sept 2018	51	22,594	34	42,200	38 (1292)	
Aug 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)	
Feb 2018	71	20,416	48	48,400	6 (1070)	
Jan 2018	87	32,521	30	28,600	10 (1064)	
Dec 2017	224	86,779	24	28,700	17 (1054)	

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, reported on a 28-day period. **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 to a user. **Instagram new follows** is the net number of new users liking the city's Instagram account. **Nextdoor members** is the number of verified North Liberty residents who are users and able to receive our agency messages.

Website Statistics (Current month and preceding 12)

Month	Sessions	Users	Pageviews	Pages/Session	Avg. Session
Dec 2018	18,985	13,284	44,524	2.35	1:26
Nov 2018	14,768	10,616	34,895	2.36	1:30
Oct 2018	17,086	11,993	39,449	2.31	1:31
Sept 2018	18,665	12,756	40,576	2.17	1:24
Aug 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
Feb 2018	15,930	11,181	33,857	2.13	1:34
Jan 2018	21,025	15,098	42,369	2.02	1:19
Dec 2017	18,941	13,550	37,510	1.98	1:17

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

Title	Requested By	Date Completed	Duration
Beat the Bitter Promo: Wintry Warm UP	Communications	Dec. 3	0:01
Communications Advisory Commission	City Administration	Dec. 3	0:28
Economic Development Luncheon	Communications	Dec. 3	0:46
A Perfectly Good Guitar with Kevin BF Burt	Library	Dec. 4	1:34
Social: Matt and the Community Christmas Tree	Communications	Dec. 6	0:02
Social: Storytime Beauty and the Beast	Communications	Dec. 6	0:01
Social: Kevin Burt and the Perfectly Good Guitar	Library	Dec. 6	0:02
Advance in 60	EDC, Inc	Dec. 11	1:00
Social: Cookie Walk	Communications	Dec. 11	0:01
Social: Vendor Fair	Communications	Dec. 11	0:01
Social: Breakfast with Santa	Communications	Dec. 11	0:01
City Council	City Administration	Dec. 11	1:46
Library Board of Trustees	City Administration	Dec. 17	0:28
Transit	City Administration	Dec. 20	1:24
North Liberty 2018 Highlight Reel	Communications	Dec. 28	0:03
Social: Noon Year's Eve	Recreation	Dec. 28	0:01
Total completed productions: 16	Duration of new video: 7.7 hours		



City of North Liberty, Iowa

This survey represents results from our Public Opinion Panel, which members of the public sign up for by replying to a short demographic survey and giving us their email address. To join, individuals can visit northlibertyiowa.org/pop.

The results aren't scientific. Rather, they are meant to offer insights into stakeholder opinions in a way that is quick to complete for the public and easy to compile for staff.

For this survey, respondents were asked to consider 19 general service categories in five groups of currently provided by the City of North Liberty and to provide some guidance on their level of need for those services.

For each category, they were asked to select from three options:

- **trim** if the level of service currently provided is higher than they needed
- **maintain** if the level of service currently provided meets their needs
- **increase** if the level of service currently provided is less than they needed

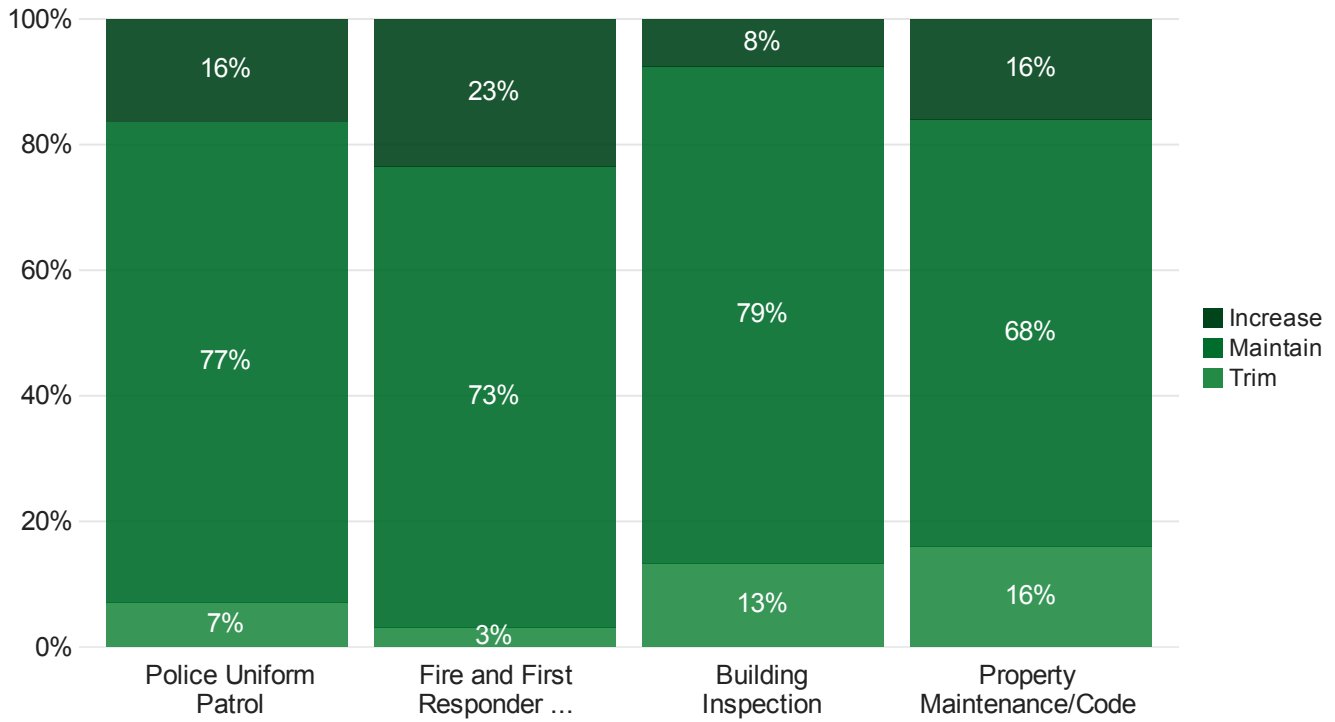
Respondents were required to provide an answer to each of the 19 categories.

We invited the 290 members of the panel to take the survey. They had a week to take the survey and received a reminder email 36 hours in advance of its close. 236 panel members replied.

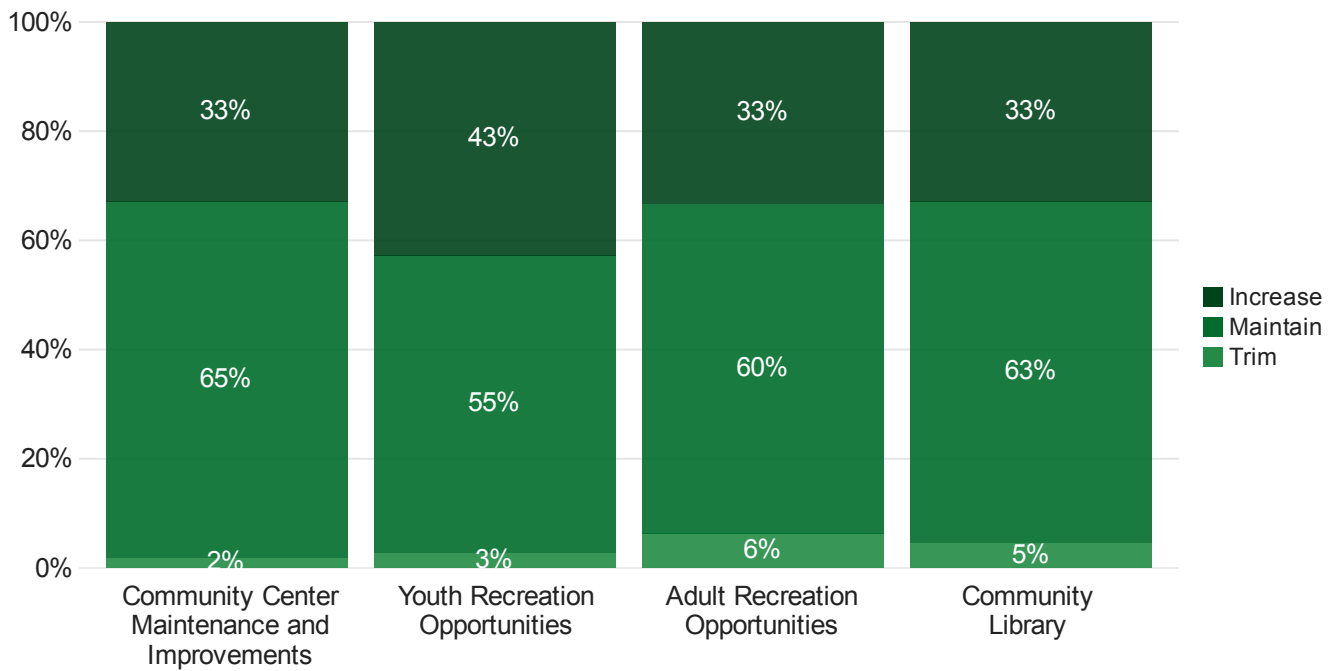
Comparing respondent demographics with 2015 Special Census demographics, results **significantly overrepresents** households with children (53.0% of respondents vs. 39.4% per Census data), **slightly overrepresents** households with seniors (12.6% vs. 10.3%), **significantly overrepresents** owner-occupied households (90.4% vs. 69.4%), and **significantly underrepresents** non-whites (1.3% vs. 9.9%). We will continue to do outreach and investigate way to increase the representation of North Liberty's population.



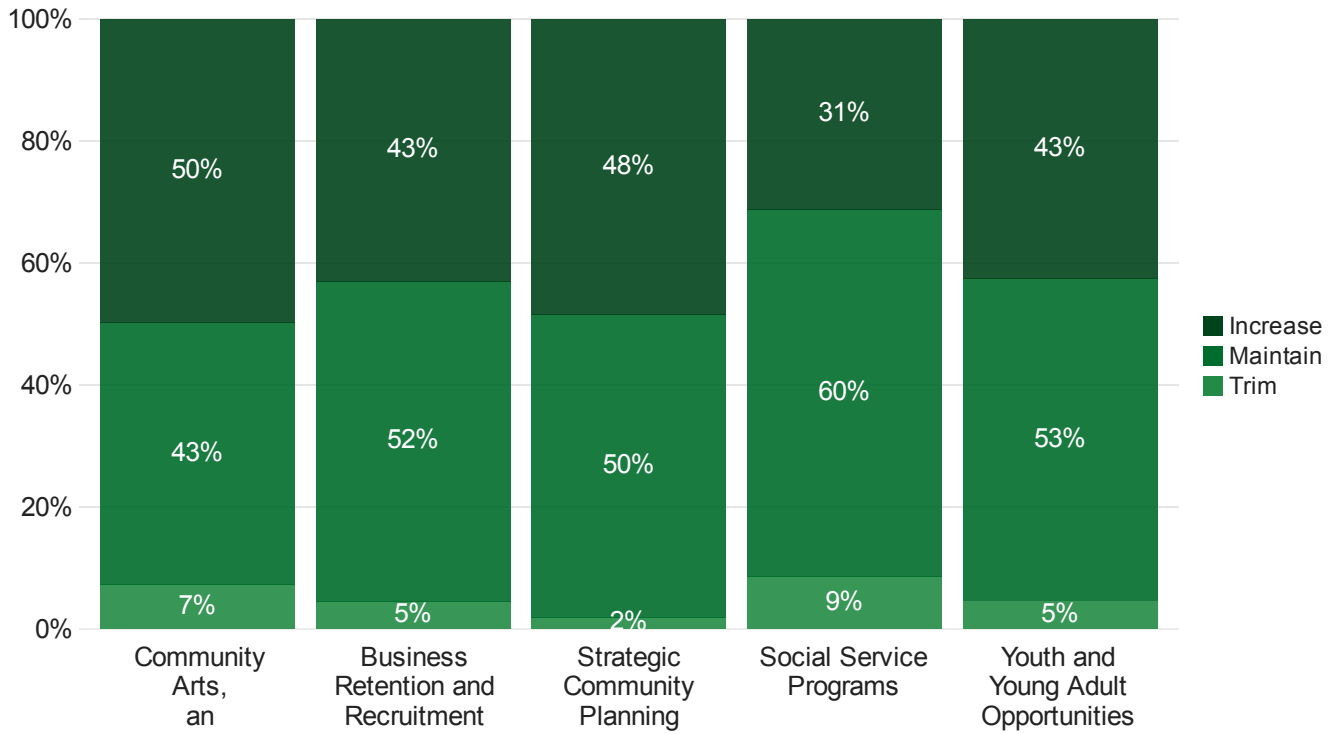
Q1 - Public Safety



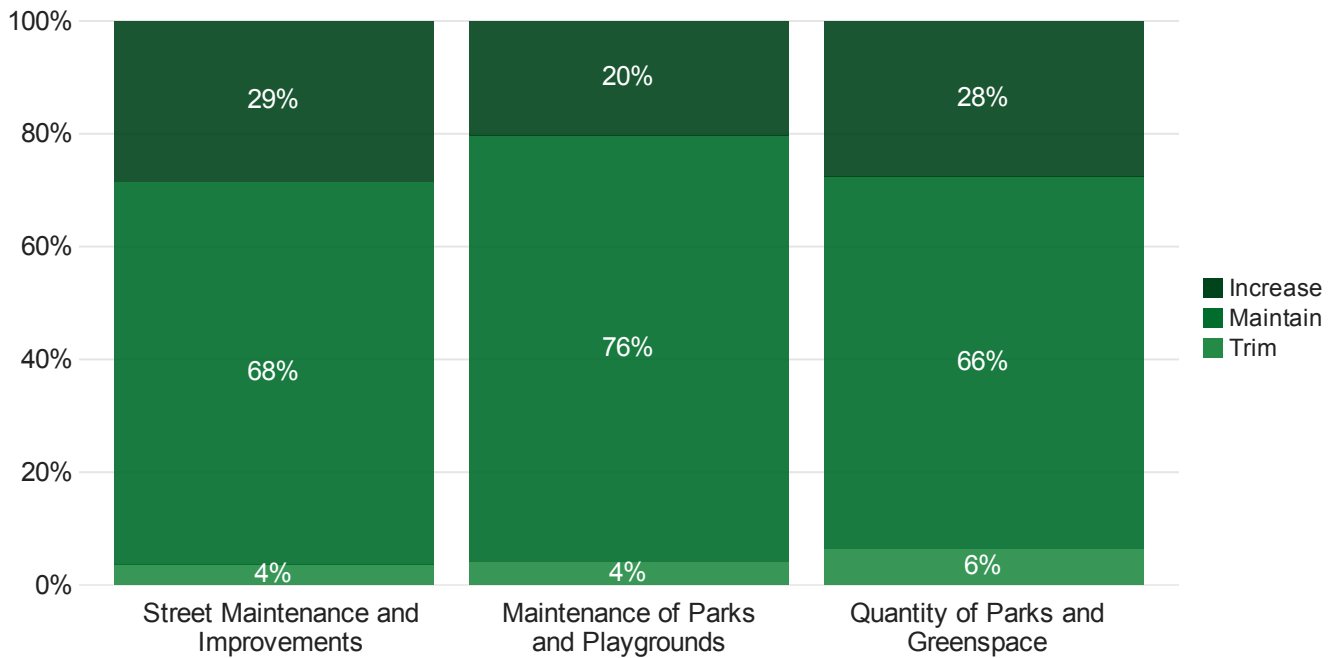
Q2 - Community Center



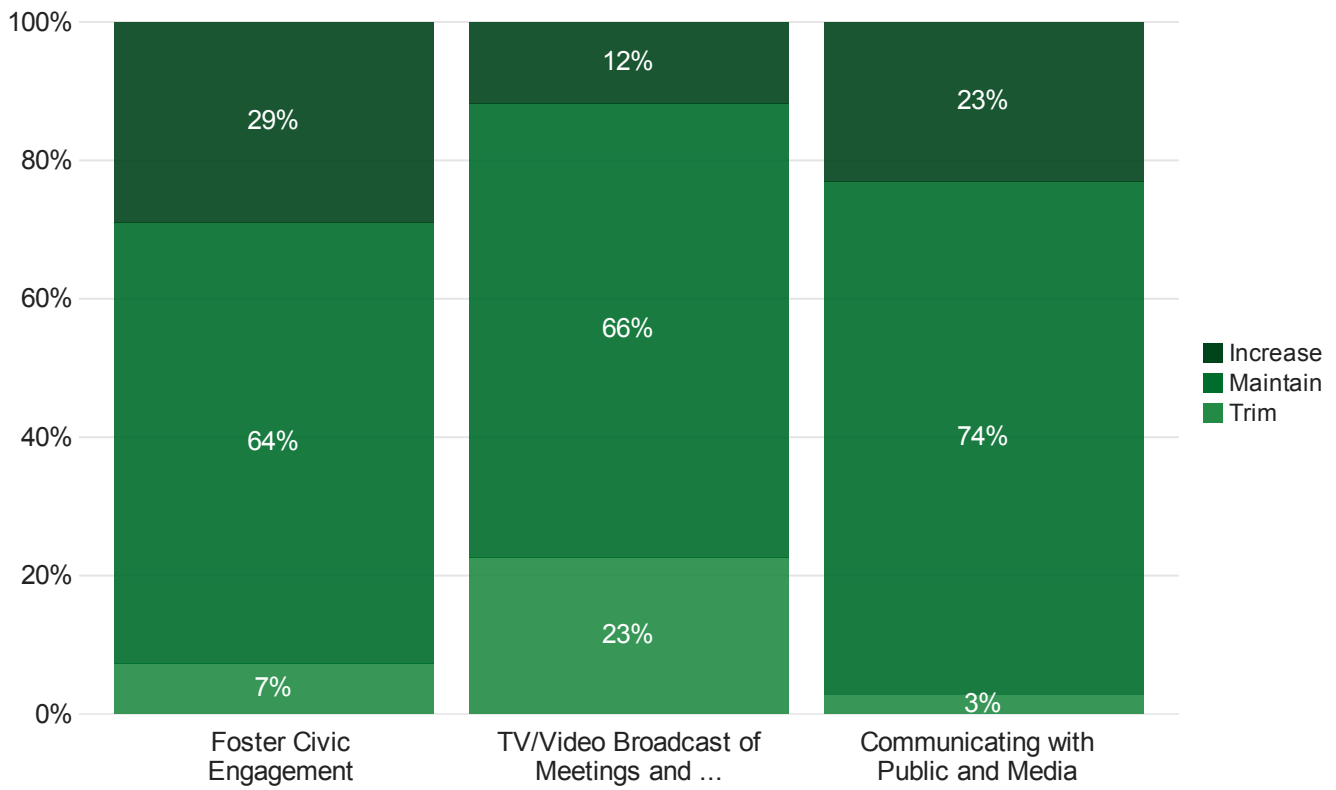
Q3 - Community & Economic Development



Q4 - Infrastructure



Q5 - Community Engagement



Water Pollution Control Plant



Iowa

TO: City Council, Mayor and City Administrator

FROM: Drew Lammers

DATE: Jan. 1, 2018

SUBJECT: December 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. .
2. This month's staff safety meeting was on fall protection and sexual harassment prevention in the workplace. Employees completed the target solutions tasks as well as reviewed safety training topics and procedures as a group.
3. We continue to work with contractors and engineers on a few warranty items from the expansion project but progress is being made in efforts to resolve all issues.
4. Nice weather for the season allowed staff to thoroughly flush out and clean all lift station wet wells again before spring. They removed large particles of grease and inspected all of the equipment inside including the wet well structures. Recent statistics show about 25% of the plant's daily flow comes from the 10 city owned lift stations.
5. The City's bio-solids hauling contractor hauled 759.63 wet tons of dry cake bio-solids to a local farm field just west of the Forevergreen bypass project. All product was hauled within 2 days (48 truckloads) and land applied within 4 days (114 applicator loads). This is much faster than the alternative of liquid hauling and is roughly 1/3 the cost. As we have stated before, we are very satisfied with our bio-solids dewatering equipment added during the phase 2 expansion.
6. Wastewater staff has been working great together all year to keep the plant and lift stations safe, functional, organized and clean. I'm very proud to have great staff that meets our goals and succeed in accomplishments throughout the past year and look forward to 2019.

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

January 2, 2019

We read 8,413 radio reads last month. That is an increase of 15 accounts. We had to re-read approximately 21 accounts.

We had a very busy month with 83 finals, 53 water shut-offs, 46 re-connects for water service, 143 notices delivered, 3 new meter set inspections, 4-meter change outs, 4 MIU change outs, assisted 11 customers, and 30 calls for service. Our monthly total service work averaged 20 calls per day.

For the month of December, we treated a total of 41,426,000 gallons of water. Our average daily flow was 1,336,000 gallons, and our maximum daily flow was 1,863,000 gallons. The total amount of water treated for the month was 5.6% higher than last December. We treated a total of 516,646,000 gallons for the entire year, which averages out to about 43,054,000 gallons a month. In comparing 2017's pumpage to 2018's, there was an increase of approximately 34,512,000 gallons which comes out to a 6.68% increase for the year.

Portzen finished the installation of the liquid chlorine storage tank this month. This will allow the water department to store more than thirty days' worth of chlorine on site. Prior to the installation of this tank, we were having chlorine delivered once a week. Pinnacle Engineering should be finished making changes to the SCADA system in the next week or so.

We spent a great deal of time last month removing equipment at the old water treatment plant. It took several days using the vac-trailer to remove the media from one of the sand filters, both softeners, and the salt brine tank. All of the over-head piping has been removed and about 60% of the steel tanks. We'll continue to work on this project as time allows.

We assisted Maxwell Construction with a water main shut-down on Kansas Avenue. Maxwell Construction finished backfilling the new tap they installed and started the testing process that found a leak. We had to shut the water off a second time.

Water Superintendent,

Greg Metternich



PLANNING COMMISSION

Minutes

January 2, 2019

North Liberty City Council Chambers, 1 Quail Creek Circle

Roll Call

Chair Ronda Detlefsen called the January 2, 2019 Regular Session of the North Liberty Planning Commission to order at 6:31 p.m. Commission members present: Jennifer Bleil, Ronda Detlefsen, Adam Gebhart, Jason Heisler, Rebecca Keogh, Kylie Pentecost. Absent: Patrick Staber

Others present: Dean Wheatley, Ryan Heiar, Tracey Mulcahey, Kevin Trom, Joel Miller, Duane Musser, Scott Hardwick, Tom Palmer and other interested parties.

Agenda Approval

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

Watts Group Development, Inc. Rezoning

Staff Presentation

Wheatley presented the request of Watts Group Development Inc to approve a one-lot rezoning for a small area of "The Preserve" at the southeast corner of Kansas Avenue and St. Andrews Drive. Staff recommends approval of the application.

Applicants Presentation

Duane Musser was present on behalf of the applicant and offered additional information.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including the drainageway that goes through the property and the reconfiguration.

Recommendation to the City Council

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

Watts Group Development Inc Preliminary Plat

Staff Presentation

Wheatley presented the request of Watts Group Development Inc to approve a revised subdivision plat for "The Preserve" at the southeast corner of Kansas Avenue and St. Andrews Drive. Staff recommends approval of the application.

Applicants Presentation

Duane Musser was present on behalf of the applicant.

Public Comments

No public comments were offered.

Questions and Comments

The Commission had no discussion on the application.

Recommendation to the City Council

Keogh moved, Pentecost seconded to recommend approval of the revised preliminary plat with no conditions. The vote was: ayes – Gebhart, Pentecost, Heisler, Bleil, Detlefsen, Keogh; nays – none. Motion carried.

Longsterman Holdings LLC Subdivision Plat

Staff Presentation

Wheatley presented the request of Longsterman Holdings LLC, to approve a subdivision plat, Longsterman Subdivision, located approximately 1.8 miles beyond the corporate limits along Scales Bend Road, but within the Fringe Area for City review. Staff recommends that Council defer to the County on this application.

Applicants Presentation

The application was not present.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including how the recommendation might be worded.

Recommendation to the City Council

Bleil moved, Heisler seconded to recommend deferring to the County to the City. After discussion, the vote was: ayes – Heisler, Gebhart, Pentecost, Bleil, Detlefsen, Keogh; nays – none. Motion carried.

David Scott Hardwick County Conditional Use in North Liberty Fringe Area

Staff Presentation

Wheatley presented the request of David Scott Hardwick to Johnson County for a conditional use to establish a lawn maintenance business for 2-5 years at 2780 S Front Street, generally located on the east side of Front Street between the Broadmoor and Windsor Farms subdivisions. Staff recommends not approving the proposed use based on land use policy.

Applicants Presentation

Scott Hardwick was present on behalf of the applicant and offered additional information on the application.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including concerns for the neighboring properties, the usage, the County imposing additional restrictions, and the timeframe for allowed use.

Recommendation to the City Council

Pentecost moved, Bleil seconded to recommend approval for twenty-four months with no retail sales and limited to just this applicant to the City Council. After discussion, the vote was: ayes – Detlefsen, Pentecost, Heisler, Gebhart, Keogh, Bleil; nays – none. Motion carried.

Ordinance Amendments

Staff Presentation

Wheatley presented a series of amendments to address various issues, including:

- Trash enclosure opening orientation and gate specifications.
- Fence installation changes to better reflect current permitting practice and better define a setback standard.
- Supplemental yard changes to address certain problems encountered by Building Department staff with the locations of garages, sheds, and swimming pools, decks, and other miscellaneous uses.
- Remove need for outside eating areas to obtain conditional uses, but keeping all code requirements regarding the placement and operations.
- Cleanup language missed during previous amendment regarding conditional use requirement for outside storage (no longer required).
- Delete the C-RV (Commercial Recreational Vehicle) district.
- Refine regulations for PODS storage units and commercial dumpsters, and amend Section 105.11 in the Code, Solid Waste Control, to prohibit commercial dumpsters in residential areas except during permitted construction activities.

Public Comments

No public comments were received.

Questions and Comments

The Commission discussed the proposed ordinance amendments.

Recommendation to the City Council

Pentecost moved, Keogh seconded to recommend approval of the proposed ordinance amendments to the City Council. After discussion, the vote was: ayes – Heisler, Pentecost, Gebhart, Detlefsen, Bleil, Keogh; nays – none. Motion carried.

Approval of Previous Minutes

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

Old Business

Wheatley reported on the screening for the heating and cooling on top of GEICO building. He reported that it is a great example of how it should be done. Detlefsen spoke regarding the quality of building

New Business

Wheatley reported that since no new cases were received for February, a land use discussion would be held at the next meeting.

Adjournment

Keogh moved, Gebhart seconded to adjourn at 7:33 p.m. The vote was all ayes. Meeting adjourned.

North Liberty Community Library Board of Trustee Meeting

City Council Chambers, 1 Quail Creek Drive, North Liberty

November 19, 2018

Meeting called to order @ 6:30 p.m.

Present: Marcia Zeimer, Jessica Beck, Heidi Wood, Laura Hefley, Malinda Allen,

Chris Mangrich

Library Director: Jennie Garner

Also present: North Liberty Mayor, Terry Donahue

1. Additions/Changes to the Agenda

Staff introduction was cancelled for this evening.

Malinda Allen will give a short presentation@ the end of the regular meeting.

2. Public comment.

Mayor Terry Donahue thanked the board for their service.

3. Approval of Oct. minutes: Approved.

4. Staff introduction canceled.

5. Reports.

a. Budget. Within 34.42% of normal.

b. Friends. 1. No final tally on the Waffle Breakfast.

2. Working on bi-laws for the Friends volunteers.

3. Planning for the Cookie Walk scheduled for 12/8/2018.

4. Friends will help fund \$600 towards the Family Place Library Destination.

c. Director.

d. Staff reports.

Kayla H. is new library Assistant with up to 18hrs weekly taking over for Anel Dozo.

Budget proposal was submitted to the City today.

A.V.-e-book/e-audio usage up, as well as, program attendance.

There will be a restart to monthly staff meeting.

Jennie now serves on the Evaluation Commission Board of the State Library.

Teen Lounge is currently being up dated.

Shelving for DVD's & Cake Pans is also being retro fitted.

HyVee has a possible \$6000 funding proposal for the library @ \$2000 yearly for the next 3 years.

Also funding from the Iowa City Pilot Club of \$400 for use in obtaining Digital Johnson County.

A proposal is in the works with Table to Table to help provide snacks for the teens & youth in the afternoons.

Erin is working with the Department of Social Work to offer an internship for their students @ the library.

The North Liberty Fire Dept. is working with the library on some Youth Empowerment programming.

6. Policy Review

2 policies were reviewed. Meeting Rm. Use Policy & Library Conduct Policy.
Both reviewed & approved.

7. Old/New Business

Malinda Allen reviewed her Attendance to 2018 ILA Conference, 10/3-10/5.

This session of review was approx. 15 min in length.

Malinda told of her highlights of the Oct. Conference and what she was able to bring back from the day's events.

Becoming a representative of our library.

Also advocating for the library, with local and county government and throughout the community.

Also, about confidentiality & privacy in the library. As well as, future trends.

And encouragement to the other members to try to attend future ILA Conferences during our terms.

Motion to Adjourn: 7:35pm.

Next meeting December 17,2018.

North Liberty Community Library Board of Trustee Meeting

City Council Chambers, 1 Quail Creek Drive, North Liberty

December 17, 2018

Meeting Called to Order @ 6:30 p.m.

Present: Marcia Zeimer, Jessica Beck, Heidi Wood, Laura Hefley, Malinda Allen,

Chris Mangrich

Library Director: Jennie Garner

1. Additions/Changes to the Agenda – None
2. Public Comment - None
3. Approval of Minutes for Nov. – Approved
4. Staff Introduction - Jennifer Jordebek, Assistant Library Director

Jennifer gave a general overview of her duties as Assistant Library Director. and also reporting that the library is now fully staffed. Also, giving an overview of her program Stork Story Time and upgrading of the program for new and expectant parents and care givers with podcasts and tool kits to help the families. And continuing on to 1000 Books Before Kindergarten programs. And reaching out to other Libraries in the area and elsewhere, including many other states.

5. Reports.
 - a. Jennie reports that the budget is close to being on pare for this year and may be about 8% over but thinks over all this will even out.
 - b. Donations to the endowment Fund have tripled since 2016.
 - c. Friends are still planning on helping the library with funding for training for Family Library Destination.
Both the Cookie walk @ Waffle breakfast were successful.
 - d. Also touched on CPR training in conjunction with a city-wide training program.
 - e. Mentioning marketing and social media coverage for the library.

6. Policy review.

Library Access for Sex Offenders against Minors policy.

Last reviewed & approved in Oct. 2017. Reviewed @tonight's meeting and tabled

until Jennie has this policy looked @by the new City Attorney in Jan.

7. Old Business - None
8. New Business – None
9. Adjourned @ 7:29 p.m.

Next meeting: January 21, 2019

North Liberty Parks & Recreation Committee Meeting
Thursday, January 3, 2019
Proposal of Agenda
7:00PM

NEW BUSINESS:

1. Approve minutes: Nov 1 meeting minutes
Dec minutes – no meeting
2. Public Comments/Concerns: Guest introduction and concern.
3. Rec & Aquatics Recommendation: Discuss staff recommendation for on Rec/Aquatics priorities.
Make recommendation to City Council.
4. Parks Recommendation: Discuss staff recommendation for Parks priorities.
Make recommendation to City Council.
5. Land Acquisition: Discuss how City of NL obtains/plans for future land acquisition.
6. Winter/Spring Programming: Most programs will start Week of January 7
7. Building & Grounds Report: Parks Monthly Report
8. Any new issues not on agenda? Scott Stahmer resignation - moving out of state.

OLD BUSINESS:

1. Recreation Monthly Report: Recreation Review from previous month.
2. Any old issues not on agenda?

CONCLUSION:

1. Next Meeting: Thursday, February 7, 2019 at 7:00 PM
Location: City Council Chambers at 1 Quail Creek Circle
2. Adjourn

North Liberty Parks & Recreation Committee Meeting

Thursday, November 1, 2018

Board Members Present: Matthew Eckhardt, Jami Maxson, Troy Carter, Jerry Stimmel, Megan Lehman

Others Present: Shelly Simpson, Guy Goldsmith, Tim Hamer

Meeting called to order: 7:00 pm

NEW BUSINESS:

1. Approve minutes: Minutes from Sept 6 meeting approved. (no meeting in Oct)

2. Priority Project listing - Parks Dept - Reviewed listing of completed projects and new Priority 1-5 projects. New projects yet to prioritize discussed, including new park land, new equipment in parks, items such as Frisbee golf and splash pads, trails and trail lighting. Consensus of members present is that acquisition of new park land is top priority, followed very closely by new equipment and amenities (such as structures where none exist and things such as splash pads), then new features (such as Frisbee golf), followed by safety features or concerns (such as trail lighting).

3. Priority Project listing - Aquatics and Recreation - Reviewed prior discussions and priority listing for pools and Rec Center. Outdoor pool has some priorities budgeted/planned for spring (floating wall, play structure) and looking at items such as shade areas, second (outdoor) gate. Indoor pool needs new Dectron unit, otherwise may accommodate changes as budget items. Recreation priorities include women's locker room renovation (in budget) as well as usual weight and exercise equipment. Soon will be need for big ticket items such as large scale building maintenance items (painting) and vehicle replacement. Many of the possible improvement and expansion plans hinge upon room for structure expansion and increased parking, highlighting need for likely land acquisition. Community needs and facility use also impacted by recreation plans in nearby communities. .

4. Building and Grounds Report: briefly reviewed. New concrete at Penn Meadows Park, including all trails, path from north lot, under bleacher areas. Winterized landscaping (consumes much time).

5. Upcoming Events:	Elf on the Shelf Scavenger Hunt	Nov 26-Dec 20
	Holiday Vendor Fair	Dec 8
	Breakfast with Santa	Dec 8
	Recsters Holiday Camp	Dec 26-28, Jan 2-5

6. Winter/Spring 2019 Brochure: Staff has begun working on programming.

OLD BUSINESS:

1. Rec Fees/Membership update: New fees began Oct 1, reviewed numbers of packages, daily fees

2. Recreation Monthly Report: October busy with programing (fall and Halloween events)

CONCLUSION:

1. Next Meeting **Thursday, December 6, 2018 at 7:00PM**
Location: City Council Chambers at 1 Quail Creek Circle

2. Adjourned at 8:30 pm

Minutes submitted by Jami Maxson

**To: Park & Recreation Commission Board Members
Mayor, City Council and City Administrator**
From: Shelly Simpson, Recreation Director
Date: January 2, 2019
Re: Monthly Report – December 2018

Program Summaries – December

Swim Lessons:

Adult Lessons: Lessons resume in in January
Parent Tot: “ “
Tadpoles: “ “
Level 1: “ “
Level 2: “ “
Level 3: “ “
Level 4: “ “
Level 5: “ “
Level 6: “ “
Private - T: “ “
TH: “ “
Totaling; -0- participants learning to swim.

Pool Programs:

Early Bird Aqua Aerobics: Resumes in March.
Easy Does It: 4 participants, plus drop-ins.
Water Resistance AM: 3 participants, plus drop-ins.
Aqua Boot Camp: 2 participants, plus drop-ins.
Arthritis Foundation Aqua: 25 participants, plus drop-ins.
Noodle Triathlon Workout: 1 participant, plus drop-ins.
Aqua Zumba: 2 participants, plus drop-ins.
Rec Swim Team – T & TH: Resumes in January

Preschool:

Kids Campsite: This month; 841 participants
Lucky Duck: This month \$ 64.00 collected
Wiggle Worms: 4 participants, plus drop-ins.
Music & Movement: 3 participants, plus drop-ins.
Kinder Club - T: 12 participants, plus drop-ins.
TH: 7 participants, plus drop-ins.
Tippi Toes: Baby Ballet 11 participants
Ballet Tap Jazz: 11 participants
Hip Hop Jazz: 2 participants
Toddler & Me: 6 participants

Youth Programs:

Recsters (Dec) AM 15 participants
PM 71 participants
Holiday Camp Dec 26: -0-
Dec 27: 9 participants
Dec 28: 12 participants

Holiday Crafts: AM & PM Classes - Canceled

Youth Sports:

Tae Kwon Do M/TH: 3 participants
 Tae Kwon Do T/W: 8 participants

NLC Basketball: Play begin in January

	Boys:	Girls:
Gr 1-2:	109	71
Gr 3-4:	54	60
Gr 5-6:	36	28
Total:	199	159; totaling 358 participants

Competitive Basketball Leagues: Resumes in January

Adult Sports/Programs:

Co-ed Volleyball League: Winter League starts in January

Mens Basketball: Winter League starts in January

Adult Fitness:

Cardio Pump: 5 participants, plus drop-ins.
 Boot Camp/Cross: Drop-ins only.
 Body Blast: Drop-ins only.
 Body Sculpt: 2 participants, plus drop-ins.
 Yoga Sculpt: Drop-ins only.

Senior Citizens:

Senior Dining:	Dec 7	22
	Dec 14	16
	Dec 21	21
	Dec 28	17; potluck
	Total for month:	76 participants

Special Events:

Bingo Night: 24 participants

Elf on the Shelf Scavenger Hunt: 30 participants completed finding all the elves throughout the community. Thanks to all our local sponsors who helped with this first year event created by Matt Meseck.

Tree Display: Matt Meseck was the staff person in charge of the decorations at the Gazebo in Penn Meadows Park to get everyone in the holiday spirit.

Holiday Vendor Fair: 37 vendors

Breakfast With Santa: 402 participants

Family Open Gym: Free, 1st & 3rd Tuesdays, 2nd & 4th Fridays each month
 Seeing a return of families coming to shoot hoops.

Regular Open Gym: Free, 2nd & 4th Tuesdays, 1st & 3rd Fridays each month
 Regular shooting baskets times in gymnasium.

ActiveNet Totals: Gross Income (December) = \$ 111,554.00

See additional attached reports:

- ActiveNet Monthly Revenue
- Rec & Pool Revenue Monthly Summary
- Daily Drop-ins Count
- Memberships Issued
- Memberships Scanned
- Recreation, Pool and Community Center Expenditures



**Recreation / Aquatics Priorities – Staff Recommendation
As of January 3, 2019**

Park Board Members,

Many factors will continue to develop and influence this recommendation, but we would like for you to consider the following when prioritizing capital projects relating to Recreation / Aquatics.

Priority #1: Maintain Existing Facilities

Outdoor Pool Play Feature: Work has begun on receiving quotes for replacement of main pool play feature and improving visibility for staff with a wall removal which is planned to take place in the Spring.

Dectron Unit: Secondly, we need to set aside money to replace the Dectron Unit (\$500,000) within two years. This is the entire pool dehumidification system and manufacturer states our unit is 16 years old and should plan a two year replacement plan. This unit runs 24/7/365 and may have multiple costly repairs as it ages.

Parking Lot: The existing parking lot needs restoration (\$29,500) of cracks and repairs. This repair should not be impacted as we continue to research if current site can support both facility and parking lot future expansions.

Snow Gems: This is the facility's roofing snow retention system. Manufacturer has stated that the wrong application was originally installed and over time has failed. We would start with public entrance areas first and complete rest of roof line as needed.

Lockeroom Remodel: We recently completed the men's rec locker room and need to remodel the women's rec locker room, followed by the pool locker rooms and family changing areas.

Maintaining existing facilities is a must as the Rec Center is approaching 22 years of operation and the pools are approaching 15 years of operation.

Priority # 2: Splash Pads

Our recommendation is to pursue the construction of splash pads as our next priority. Benefits are two fold; free water play options to divert high demand at current outdoor pool if capacity continues to be met and no lifeguards are needed. Staffing is a major concern, Ashley is experiencing a shortage in swim lesson instructors as well as candidates to fill higher responsible positions such as lifeguards and pool managers which require additional training and certification. Our recommendation is to pursue options that do not require additional staff.

Centennial Park Splash Pad: \$500,000 estimation. Our recommendation is to add a splash pad along with a building to include bathrooms, pump house and performance stage. Our second recommendation would be to expand the Splash Pad at Penn Meadows.

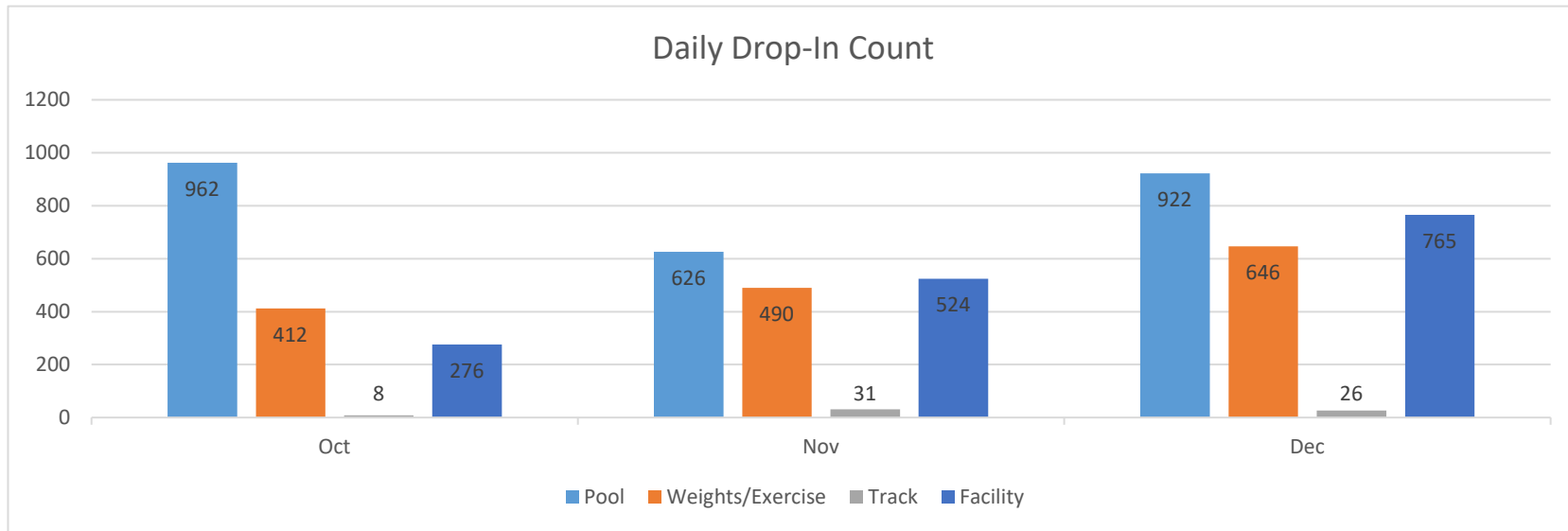
Priority # 3: Future Expansion

Demand from our residents needs to remain as our top priority and researching National Recreation & Park Association metrics may help manage and plan resources and capital facilities. Current data suggests one recreation center for every 27,375 residents. Many local projects are in the works such as the Iowa Arena in Coralville, new DiVentures facility in North Liberty, ICCSD and CCA School facility expansions and City of Tiffin's rec complex plan mentioned in the October 25 Leader Edition; all of which may have an effect on our demand or usage of current facilities. Weighing all these factors will help determine the need for additional facilities.

Thanks for your consideration.

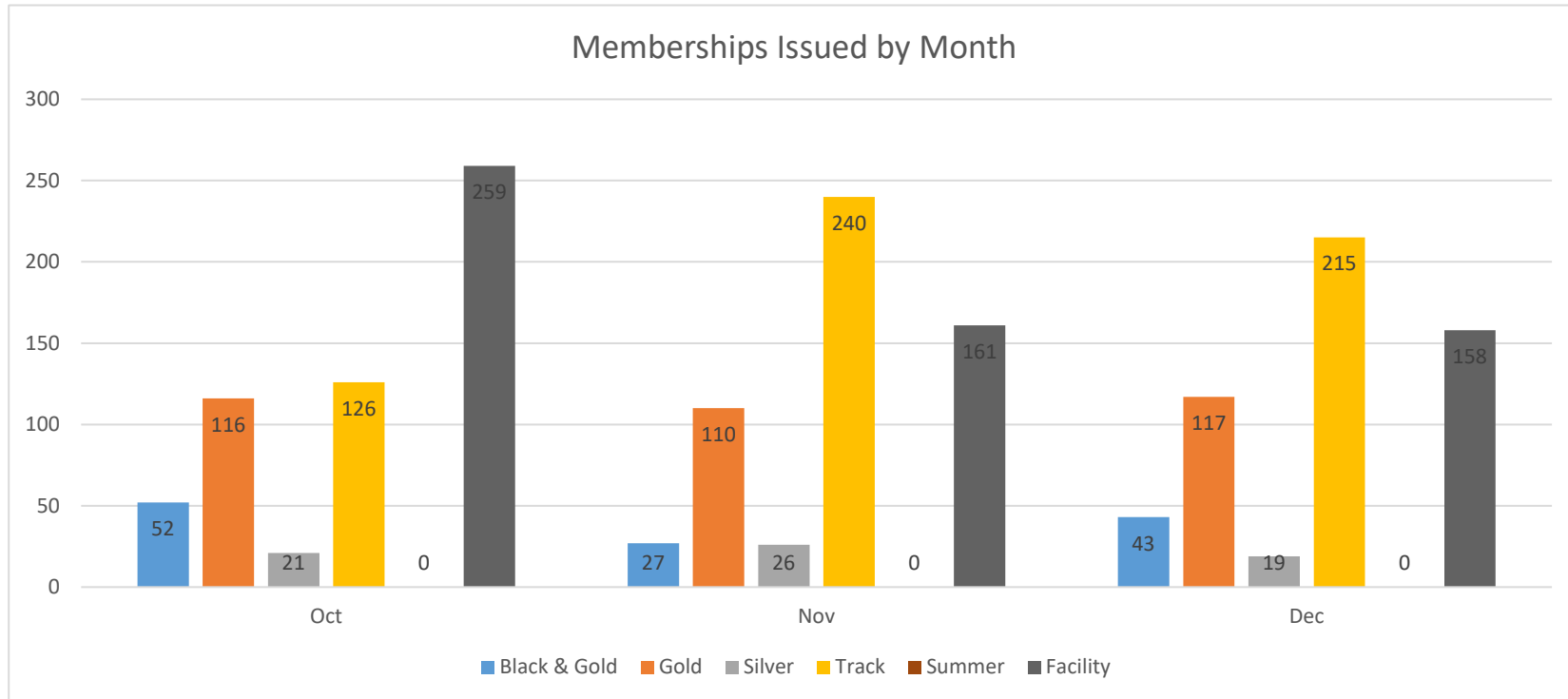
Daily Drop-in Count by Month

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Pool	8776	6545	1452	962	626	922						
Weights/Exercise	902	853	625	412	490	646						
Track	0	0	0	8	31	26						
Open Gym Activities	359	376	368	0	0	0						
Facility	0	0	0	276	524	765						
Total	10037	7774	2445	1658	1671	2359						



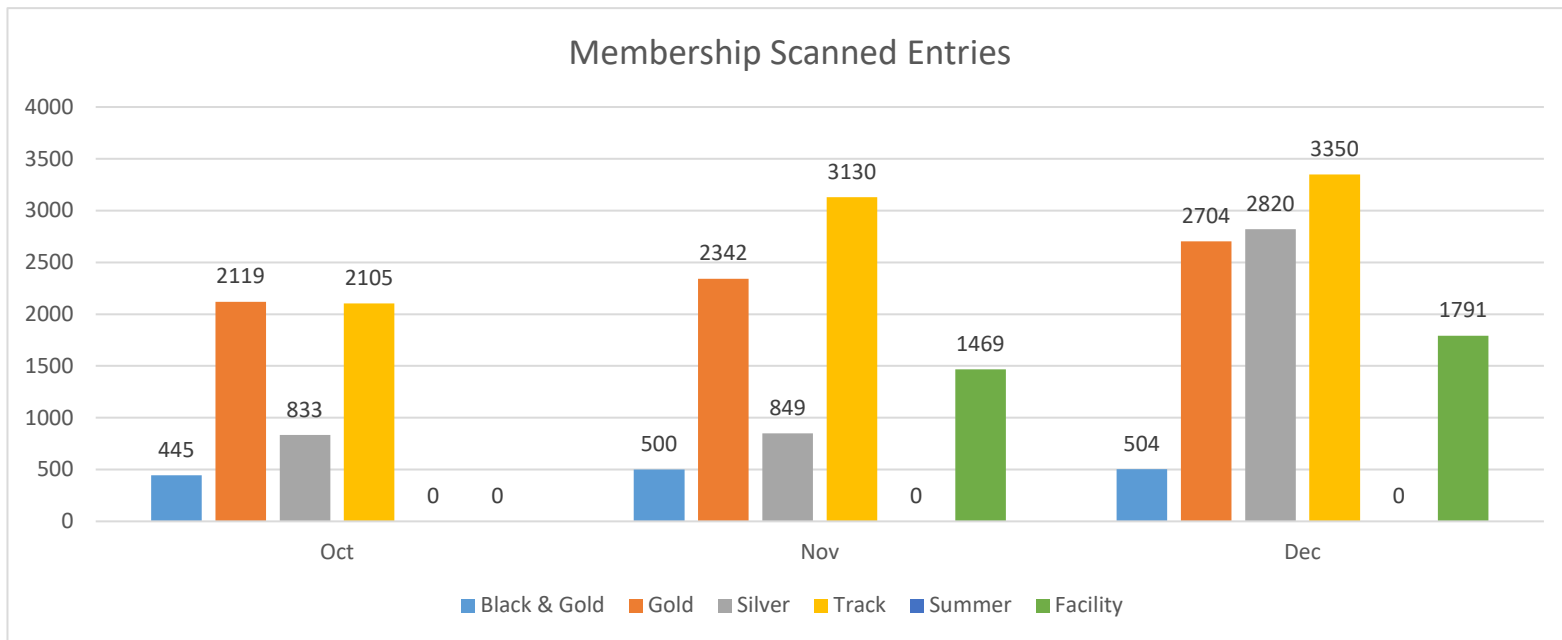
Memberships by Package: Count Issued

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Black & Gold	43	49	27	52	27	43						
Gold	82	83	90	116	110	117						
Silver	126	45	50	21	26	19						
Track	72	63	127	126	240	215						
Basketball	4	4	2	0	0	0						
Pickleball	20	22	13	0	0	0						
Volleyball	0	0	0	0	0	0						
Summer	1	0	0	0	0	0						
Facility	0	0	0	259	161	158						
Total	348	266	309	574	564	552						



Membership Usage by Month: Scanned entries

	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Black & Gold	445	500	504						
Gold	2119	2342	2704						
Silver	833	849	2820						
Track	2105	3130	3350						
Summer	0	0	0						
Facility	0	1469	1791						
Total	5502	8290	11169						





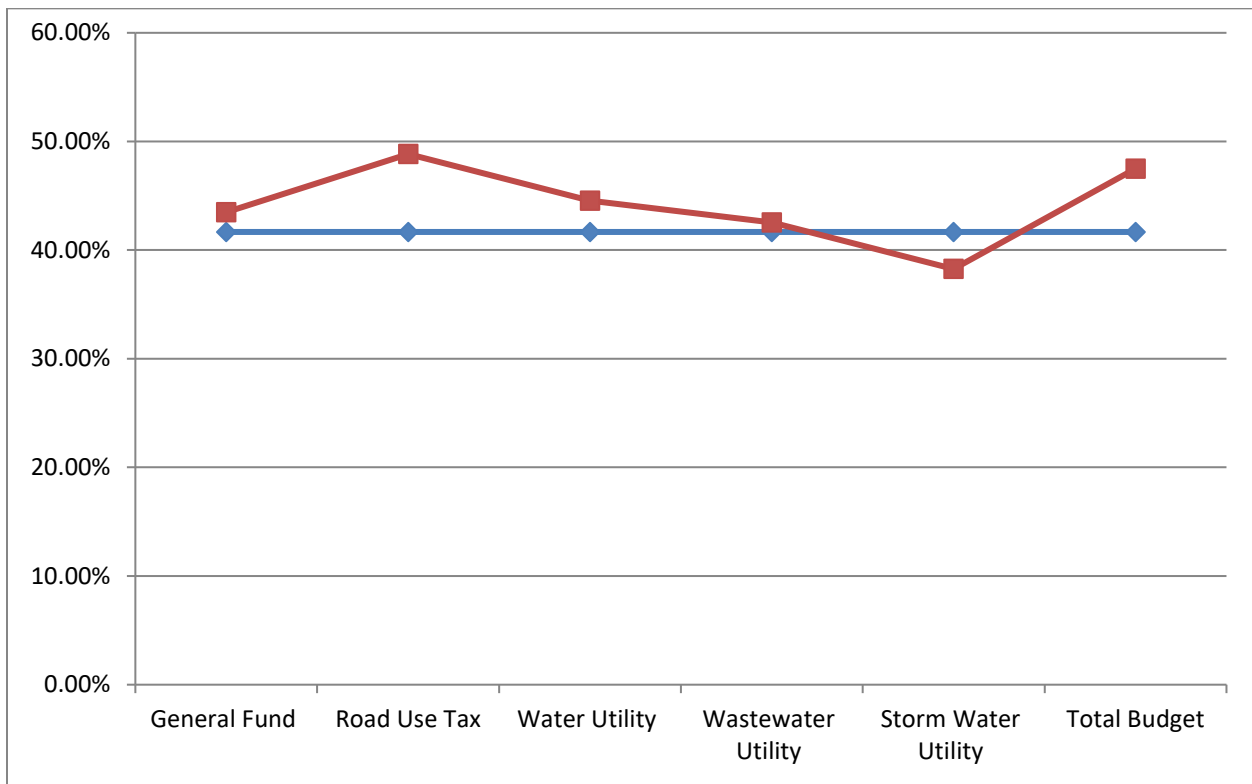
Financial Report
November 30, 2018

City staff are pleased to submit the unaudited monthly financial report for the month of November 2018. At the end of the month, the City was 41.67% through the budget year. Total revenues received for the month were \$4,726,315.70. Total expenditures for the month were \$3,837,044.01. The total cash balance as of November 30, 2018 was \$19,475,990.90.

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

Revenues

The following chart demonstrates the condition of the City’s budgeted revenues as of November 30, 2018:

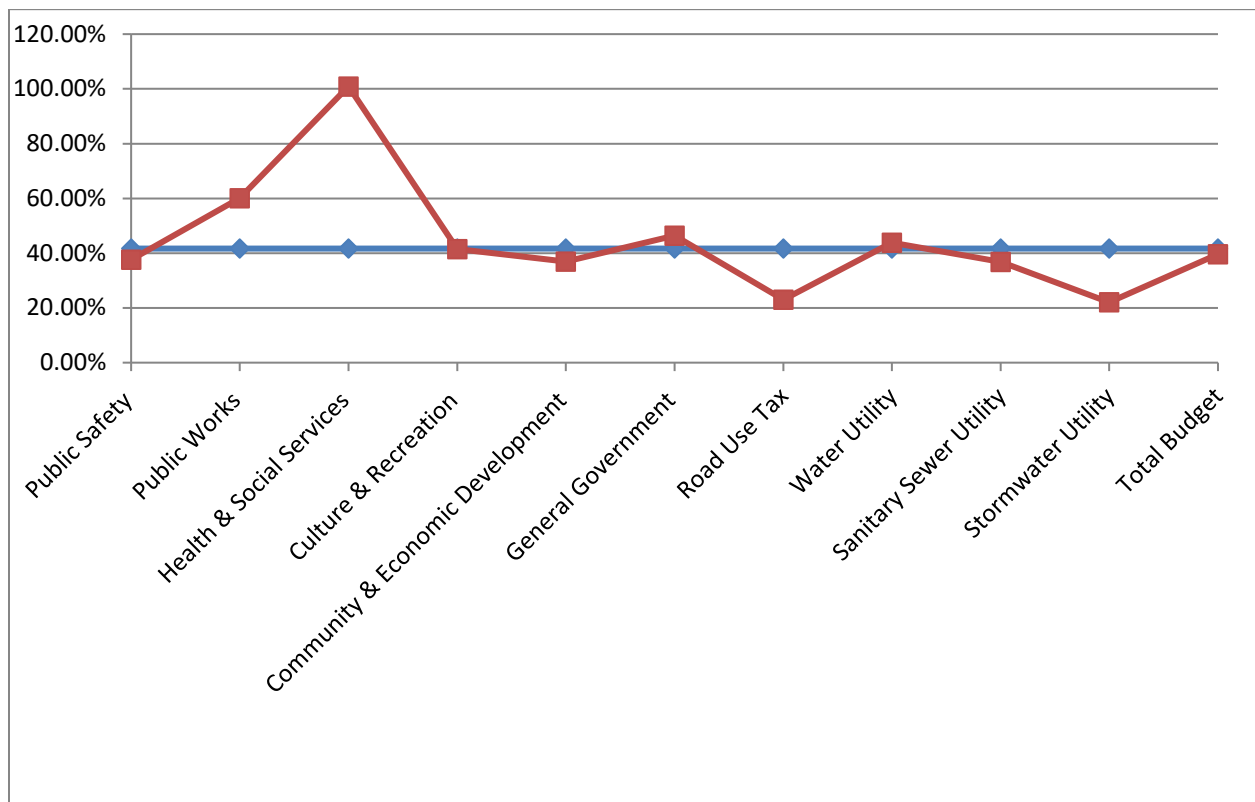


- This chart represents the historical view at the end of the month.
- The General Fund is right where it is expected at 43.49%
- Utility revenues are all on track.
- Overall revenues are above the 42% of the fiscal year principally due to property tax receipts being received in October.

Overall revenues for the fiscal year are \$24,395,030.30 47.49% of the budgeted amount.

Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of November 30, 2018:



- Health and Social Services is exceeding the percentage of expenditures for the year to date. Grants for social service programs were made in July.
- Public Works is exceeding the budgeted amount due to increased refuse collection fees. These are pass through expenses.
- Road Use Tax and Stormwater Utility expenses are more than 10% below budgeted projections due to many transfers occurring at the end of the fiscal year in June.

Year to date total expenditures are \$20,446,945.22 or 39.61% of the projected budget amounts. This amount is right on par for the portion of the fiscal year completed.

Treasurer's Report

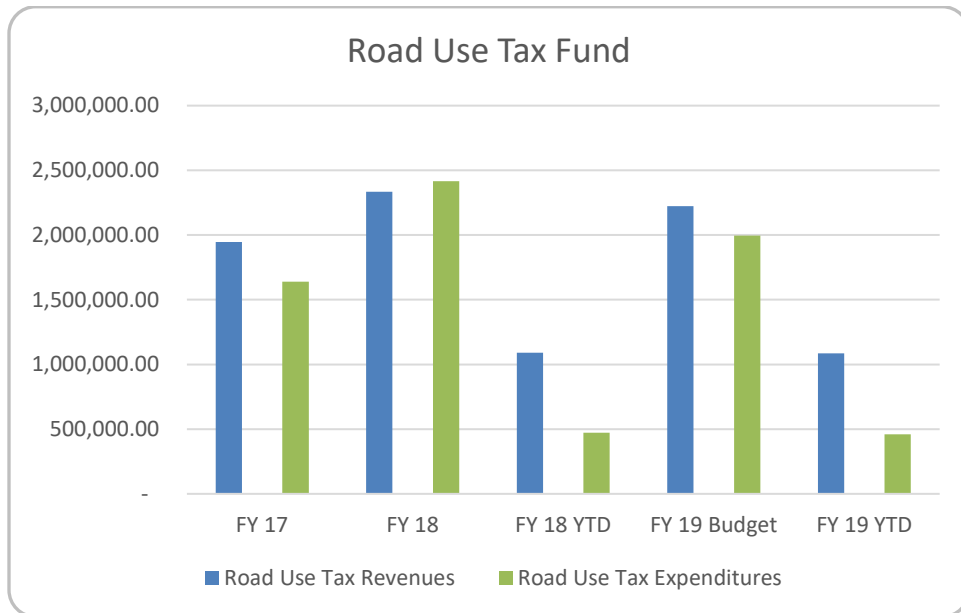
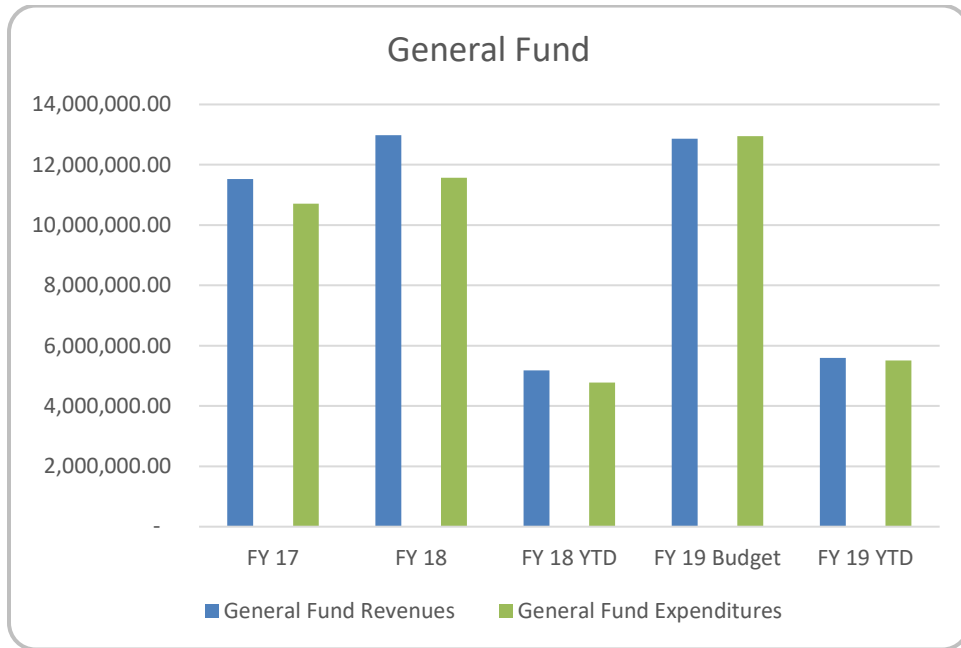
Following is the Treasurer's Report for October. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 5,928,882.12. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

CITY OF NORTH LIBERTY
 TREASURER'S REPORT
 November 30, 2018

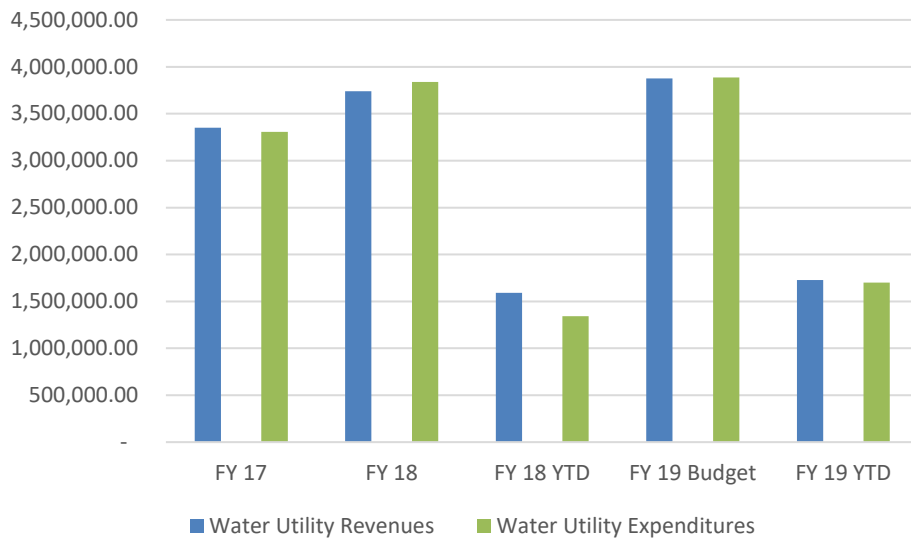
FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	11/01/2018			11/30/2018
GENERAL	9,097,806.44	820,213.41	1,343,652.68	8,574,367.17
SPECIAL REVENUE	5,647,451.12	875,826.80	127,082.29	6,396,195.63
DEBT SERVICE	887,744.87	63,828.77	34,000.00	917,573.64
CAPITAL PROJECTS	-8,284,496.67	1,850,054.84	1,499,033.90	-7,933,475.73
WATER ENTERPRISE	4,571,411.83	451,557.21	442,281.48	4,580,687.56
WASTEWATER ENTERPRISE	6,480,277.58	621,623.30	389,879.74	6,712,021.14
STORM WATER ENTERPRISE	227,969.21	17,030.15	16,377.87	228,621.49
TOTAL	18,628,164.38	4,700,134.48	3,852,307.96	19,475,990.90

Summary Charts

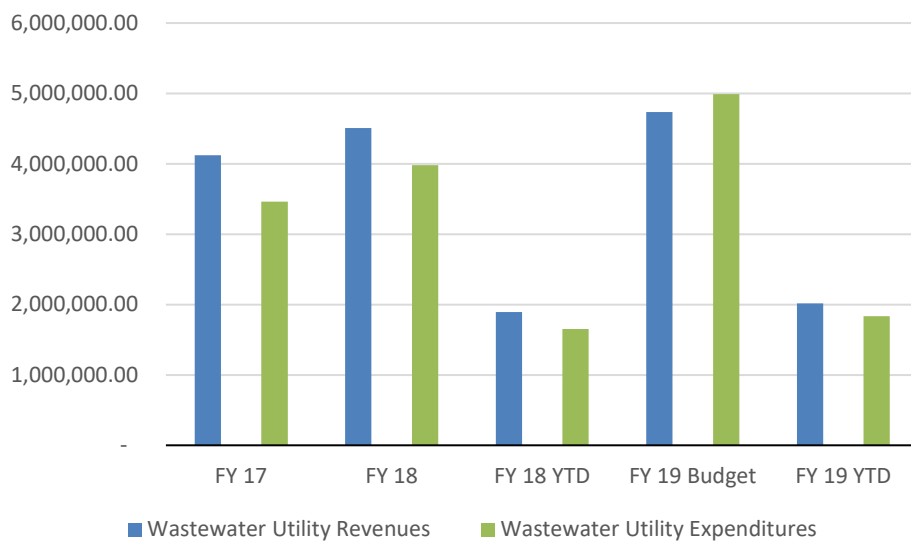
Following are comparison charts of revenues and expenditures for the past two fiscal years, the previous fiscal year to date, this fiscal year's budget and this fiscal year to date.

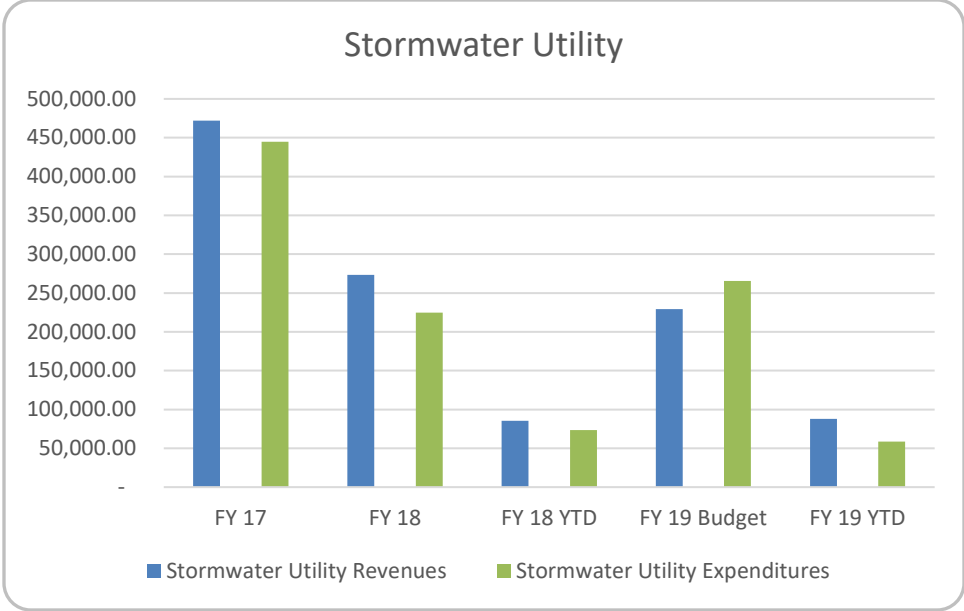


Water Utility



Wastewater Utility





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

City of North Liberty Iowa

- Schools
- Public Streets
- Private Drives
- Railroad
- Private Ponds
- Park Ponds
- City Parks

0.5
Miles

City of North Liberty, Iowa
3 Quail Creek Circle
North Liberty, Iowa 52317
319-626-5700
www.NorthLibertyIowa.org

12 AVE (CRLV)	1G	FAIRVIEW LN	4E	NORTH LIBERTY RD NE (CO)	6G
230 ST	8C	FAWN DR	7C	ODD FELLOWS LN	3B
236 ST	7D	FISHER TR	7E	OLIVE CT	8D
238 ST	7D	FLORENCE WAY	5B	OTTER LN	7E
240 ST	7D	FOREVERGREEN RD, E, W	2D	OXFORD DR	2G
270 ST NE (CO)	3C	FOX RUN DR	7E	PACE CT	3D
ABIGAIL AVE	2F	FOX VALLEY DR	7E	PACHA PKWY	6E
ABRAHAM DR	4H	FRANKLIN DR	3D	PAINE ST	3D
ALDER DR	7F	FRANKLIN ST	3D	PARK RIDGE RD, N, S	4B, 5B
ALDERWOOD RD	8F	FRONT ST NE (CO)	3F	PARKVIEW CT	4F
ALEXANDER WAY	6C, 3C	FRONT ST, N	6F	PATTON LN	5D
ALYDAR DR	5B	FRONT ST, S	4F	PEBBLE CT	4D
ANDREWS CT	3E	GAYLORD RD	3B	PEBBLE ST	4D
ANDY CT	6G	GENTRY LN	7D	PENN CT	5B
ANNE BLVD	4H	GEORGE ST, N	5F	PENN OAKS DR	5E
ANTLER DR	7C	GLENMOOR PL	5B	PENN RIDGE CT	5G
ASH CT	7F	GOLF VIEW DR	3E	PENN RIDGE DR	4G
ASHLEY CT	2E	GOOSE LAKE CIR	6C	PENN RIDGE PL	4G
ASHLEY PL	2E	GREEN MEADOW CT	5E	PENN ST, E	6F
AUGUSTA CIR	4D	GREYSON LN	7D	PENN ST, W	6F
AUGUSTA CT	4E	GRIZZLY TRL	7D	PHEASANT CT NE (CO)	8E
AUTUMN CT	4F	GROUSE CT, GROUSE LN	8D	PHEASANT LN	8E
BADGER DR	3E	HACKBERRY ST	4F	PINEHURST CT	4E
BAY HILL CIR	4D	HANCOCK ST	3D	PINEHURST LN	4E
BAYBERRY LN	4F	HARRISON ST	3C	PLUM CIR	7F
BEAVER KREEK CTR	4G	HARVEST ST	4D	POND VIEW DR	5C
BERKSHIRE LN	4G	HAUER DR	3D	PONDS EDGE CT	7D
BERNARDY DR	2F	HAUER DR NE, W (CO)	3D	POPLAR LN	7F
BIRCH CT	4F	HAWKEYE DR	3E	PRAIRIE RIDGE CT	4E
BIRCH ST	4F	HAWTHORNE PL	5E	PRAIRIE RIDGE RD	4E
BLACK BEAR BND	7D	HAYDEN LN	7D	PRAIRIE ST	4D
BLACKTAIL LN	7C	HEDGEWOOD CIR	7F	PROGRESS ST	7D
BLUE SKY DR	3F	HEIDI LN	4F	PROSPECT CT	4E
BOBCAT PL	7E	HEMINGWAY DR	5G	PROSPECT RD	4E
BOILERMAKER DR	3E	HERITAGE DR	4E	QUAIL CREEK CIR	3E
BRADLEY PL	5E	HERITAGE PL	4E	RACHAEL ST	3F
BROADMOOR DR	3F	HERKY ST	5A	RADCLIFFE DR	5G
BROADMOOR PL	3G	HICKORY ST, E	4F	REBECCA ST	3F
BROOKFIELD AVE	5D	HIGHWAY 380 NE (CO)	A, B	RED BARN DR	1C
BROWNING DR	7C	HIGHWAY 965	5E	RED OAK DR	7F
BUCKEYE DR	3E	HODGE ST	6F	REDBUD CIR	8G
BUCKINGHAM PL	3F	HOLIDAY LODGE RD	4E	REMINGTON CT	7C
BURR DR	2E	HOOSIER DR	3E	REMGWAY DR (CRLV)	1F
CALEB CT	2F	HUNTINGTON CT	3C	RIVER BEND LN	3B
CALVIN ST	4F	ILLINI CT	3E	ROBIN DR	8D
CAMBRIA DR	5C	IRONWOOD LN	7F	RONALD WAY	3H
CAMBRIDGE WAY	3F	IVY LANE	3F	RUSH ST	3D
CAMDEN ST	6G	JAKE ST	6F	SADLER DR	2F
CAMERON WAY	5C	JARO WAY	6F	SADLER LN	3F
CANTERBURY ST	5G	JASPER AVE NW (CO)	3A	SAINT ANDREWS DR	3D
CAPRI CT	5B	JAYLEN LN	7D	SALM DR	4I
CARLYLE CT	5G	JEFFERSON LN	6F	SANDPIPER CT	8D
CARLYLE DR	5G	JEFFERSON ST, E, W	6F	SARA CT	2E
CARROL CT	2D	JESSIE ST	6F	SAVANNAH DR	6F
CATALPA LN	7F	JONATHAN ST	2E	SCALES BEND RD	7E
CATTAIL LN	5B	JONES BLVD NE (CO)	3D	SCARLET OAK CIR	8G
CEDAR CV NE (CO)	7G	JONES BLVD, N	5D, 7D	SEVEN WINDS DR	3F
CEDAR SPRINGS CT	7F	JONES BLVD, S	2D	SHANNON DR	3E
CEDAR SPRINGS DR	7F	JORDAN ST	2E	SICILY CT	5B
CEDAR VISTA LN	7F	JULES CT	6F	SILVER MAPLE TRL	8F
CHAMBERLIN LN	3C	JUNIPER CT	4G	SINNOTT PL	3F
CHERRY CT	5E	JUNIPER ST, N JUNIPER ST	4G	SPARTAN DR	3E
CHERRY ST, E, W	5F	KAISER ST	4H	SQUASH BEND TR	3C
CHESTNUT ST, E	5F	KANSAS AVE, N	5B	STEWART ST, N, S	4F, 5F
CHESTNUT ST, S	4F	KANSAS AVE, S	4B	STONE CREEK CIR	1C
CHESTNUT ST, W	5F	KARISA LN	3F	STONE VALLEY DR	1C
CHIPMAN LN	2D	KELSEY CT (CRLV)	1G	STONER CT	5A
CHUKAR CIRCLE	8D	KELSEY LN (CRLV)	1G	STRATHMOOR DR	3G
CHURCHILL DR	5C	KENNEL CT	7E	SUGAR CREEK LN	4E
CIRCLE DR	5E	KENSINGTON ST	5G	SUNNY SIDE DR	3F
CLARK AVE	3C	KIOWA DR	4D	SUNSET DR	C5
CLUB HOUSE RD	3E	KOHL DR	3C	SUTTNER DR	2D
COLONY RIDGE RD	1C	LAKERIDGE CT (CO)	7G	TANTARA CT	4D
COLTON DR, N	5D	LAKERIDGE PL NE (CO)	7G	TARTAN DR	3F, 3H
COLTON DR, S	4D	LANDON RD	4B	TIMBER WOLF DR	7E
COMMERCIAL DR	5E	LEANN CIRCLE	3H	TINE LN	7C
COMMUNITY DR	5E	LEHIGH AVE	5G	TRINITY LN	2F
COOK CIR	2F	LENCESTER AVE	5G	TROON CT	4D
COPELAND LN	6F	LIBERTY WAY	5D	TUPELO DR	8F
COPPER MTN DR	1D	LILY LN	3H	TURNER CIR	3D
CORAL RIDGE AVE (CRLV)	1E	LILY POND RD	4C	TUSCANY LN	5B
CORTNEY LN	3F	LINCOLN DR	5C	TWILIGHT DR	3F
CORY CT	4D	LINDEN LN	8F	VANDELLO CIR	2F
COUGAR PL	7E	LININGER LN	6C	VANDELLO DR	2F
COUNTRY LN	5D	LIONS DR	3E	VELVET LN	7D
COVERED BRIDGE BLVD	1C	LOCKMOOR AVE	4G	VENICE LN	5B
COYOTE CT	7E	LOCKMOOR CIR	4F	VILLAGE LN	5C
CROSSPARK RD (CRLV)	1E	LOCKVIEW AVE	4G	VIXEN CIR	7E
CUB DR	7E	LOCKVIEW PL	4G	VIXEN LN	7E
CYPRESS CIR	7F	LOCUST DR	7F	WALNUT ST, W	5F
CYPRESS RDG	8G	LOGAN CT	7D	WAR ADMIRAL LN	4B
DAVID LEE CT	4F	LYNX LN	7E	WASHINGTON AVE	5D
DAHNOVAN DR	3H	MADISON AVE, N	5B	WATERCRESS RD	5B
DAISY CT	2D	MAIN ST, N	5F	WATTS CT	5C
DEBOER LN	4F	MAPLE ST	5E	WEST LAKE RD	5B
DEER DR	7C	MARILYN DR	7C	WEST VILLAGE DR	5F
DEERFIELD DR	7D	MARK TWAIN CT	5G	WESTON DR, E	3F
DEERFIELD DR WEST	7C	MARMOT CT	7E	WESTON ST	3F
DELANEY CT	6C	MARY LN	4H	WESTWOOD DR	4E
DENISON AVE	3B	MAYER ST	2D	WHIPPLE CT	3D
DEVIMONT CT	6C	MCKENZIE LN, N, S	4D, 5D	WHITMAN AVE	5G
DICKINSON DR	5G	MEADE DR	6E	WILDCAT DR	3E
DOE RUN DR	7D	MEADOW LN	4D	WILDIFE TRL	7C
DUBUQUE ST NE (CO)	4G	MEHAFFEY BRIDGE RD NE (CO)	7G	WILLOW LN	7D
DUBUQUE ST, N	6E	MICHELLE LN (CRLV)	1G	WINCHESTER LN	7F
DUBUQUE ST, S	4G	MINK CIR	7E	WINDSOR RD	2F
EARLY MOON DR	3F	MOLLY DR	6G	WOLVERINE DR	3E
EASTON LN	7D	MORRISON ST	2D	WOOD DUCK CT	8E
EIGHT POINT LN	7D	NATHAN AVE	6E	WOODBINE LN	1B
EIGHT POINT TRL	7D	NICHOLAS LN	2F	YORKSHIRE ST	4G
ELM RIDGE CT	5E	NICK DR	6C	ZELLER CT	5F
ELM RIDGE DR	5E	NOLAN CT	6C	ZELLER ST, E	5F
EMILY ST	6F	NORTH BEND DR	6F	ZELLER ST, W	4B, 5F
EXCHANGE ST	4H			ZELLER XING	5E

Tiffin

Coralville