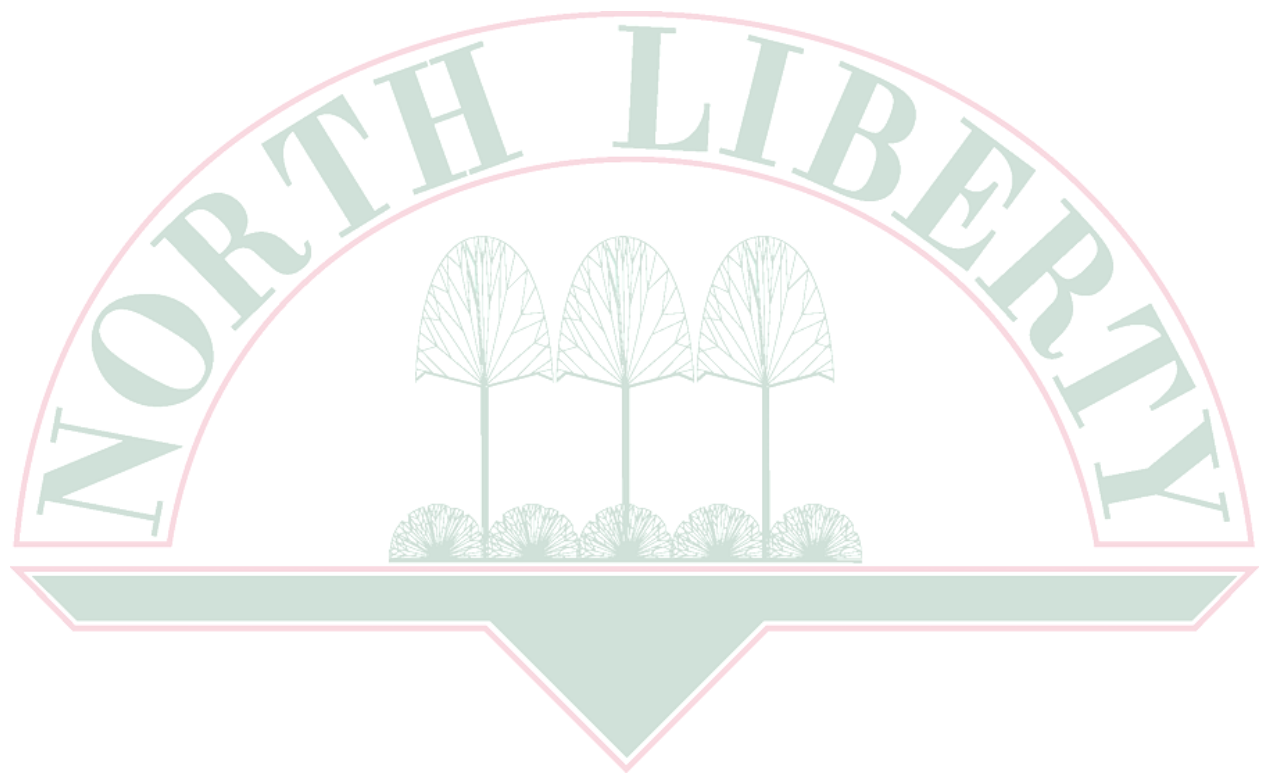




North Liberty City Council
Regular Session
August 27, 2019

City Administrator Memo





City Council Memo

for August 27, 2019

from the desk of Ryan C. Heiar

Meetings & Events

Tuesday, Aug 27 at 6:30p.m.
City Council

Thursday, Sep 5 at 7:00p.m.
Parks & Recreation
Commission

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

Consent Agenda

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

- City Council Minutes (08/13/19)
- Claims
- July Revenues
- July Treasurer Report
- Liquor License Renewals
 - Zio Johnos
 - Beer Burger
- Change Order #4, Penn and Front Street Corridor Project, All American Concrete, Inc., \$3,468.34
- Pay Application #5, Penn and Front Street Corridor Project, All American Concrete, Inc., \$579,932.91
- Change Order #3, Police Facility Project, Tricon General Construction, Inc., \$5,983.39

Conduit Borrowing: Goodwill Heartland Enterprises

The final piece of the conduit bonding process for Goodwill Heartland Enterprises and their vegetable oil project is the approval of a resolution authorizing the issuance of \$3 million in bonds and the approval of various bond and loan agreements. These documents have been prepared by the City's bond counsel and staff recommends approval of the resolution.

Board of Adjustment Appointment

At Tuesday's meeting the Mayor will be asking the City Council to confirm his selection of Nicholas Gulick (application included in your packet) to serve on the Board of Adjustment. With this appointment, the Board of Adjustment is still in need of a female appointee in order to be fully appointed and gender equitable.

Dog Park: Project Bids Award

There was a fair amount of interest in the dog park project with four bidders on the fence project and two on the concrete project, with both projects having an apparent low bidder below the engineer's estimate. The figures below provide a summary of the project bids and engineer's

Ryan C. Heiar, City Administrator

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

estimates as well as an updated budget to include the bid amounts. Please note that the last budget included a \$5k deficit for this project and the updated numbers help bring the project well into the black.

Staff recommends awarding the fencing package to D&N Fencing and the concrete package to Midwest Concrete.

North Liberty Dog Park - PHASE 1 Estimated Budget - August 23, 2019	
Expenses	
Land Acquisition	\$ 204,686
Tree Clearing	\$ 12,800
Grading	\$ 60,000
Fencing	\$ 46,850
Driveway & Parking Lot	\$ 131,190
Contingency (10%)	\$ 25,084
Total	\$ 480,610
Revenues	
Reallocation of Trail Lighting Funds	\$ 225,000
H/M Set Aside Funds (FY17-FY19)	\$ 30,000
Dog Park Pac Contribution	\$ 50,000
Dog Park Pac Pledge	\$ 150,000
Council Approved FY 20 Funds	\$ 100,000
Total	\$ 555,000
Surplus/(Deficit)	\$ 74,390

North Liberty Dog Park	
Concrete Package Bid Summary	
Midwest Concrete Inc.	\$ 131,190
Streb Construction Co. Inc.	\$ 165,000
Engineer's Estimate	\$ 145,000
Fencing Package Bid Summary*	
D&N Fencing	\$ 46,850
American Fence Company of Iowa	\$ 47,670
Lovewell Fencing, Inc.	\$ 66,860
Century Fence Co.	\$ 69,482
*Includes bid alternate	

Street Parking Amendment

Staff was recently contacted by the HOA of the Chesterfield Commons neighborhood, shown on maps in your packet, to request on-street parking removal on the south side of Lincoln Drive adjacent to their development. There are four drive entrances as well as two mailbox clusters in that short distance, and the HOA reports that when vehicles are parked there sight distance is difficult and access to mailboxes is blocked. Streets Department staff supports this request as well, as snow plowing on Lincoln Drive can be difficult.

Speed Limit Resolution

As plans progressed for construction of the new elementary school, City staff worked with the Metropolitan Planning Organization's transportation planners to forecast impacts and prepare plans for accommodating changes. A copy of the final MPO report, which identifies the proposed speed limits and location of signs is included in your packet. Staff recommends approval of the resolution establishing the speed limits and school zone changes recommended in that report.

Forevergreen Road Easement

As the Forevergreen Road project has proceeded, the IDOT discovered that additional property was needed, approximately 140 square feet, from property owner Bartel Ruba. The easement, in the amount of \$750, is included in the packet and recommended for approval. At the end of the project the City will reimburse the IDOT for 100% of all of the easement and acquisition costs, followed by the City being reimbursed by the utilities for the easement costs.

Fireworks Code Amendment: Third & Final Reading

This amendment, if approved, will restrict the sale of fireworks to industrial-zoned areas of the city only. This change is recommended as part of a proposed realignment of city code to comport with state law, which now allows for significantly greater quantities of consumer fireworks to be stored and sold by licensees than is currently contemplated under the city code. The Fire Department recommends that the City join other Iowa municipalities to limit the sale of these materials to industrial areas.

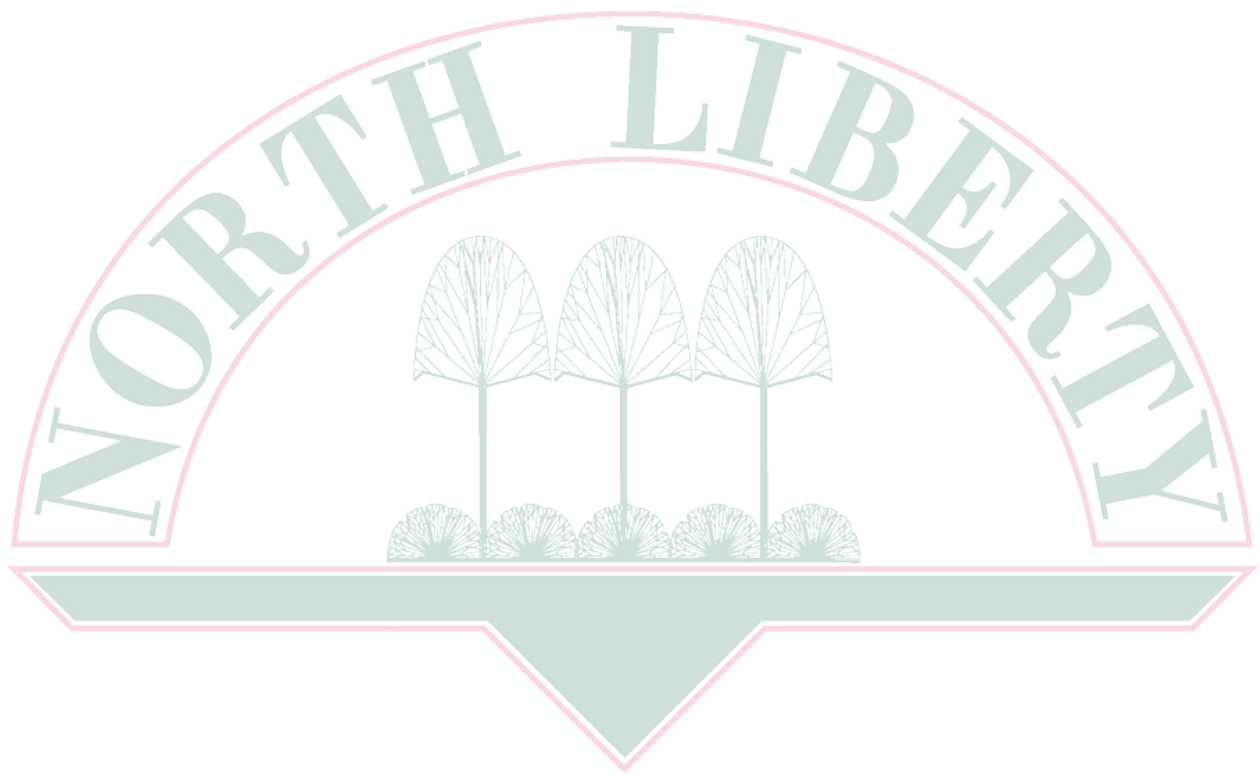
The Preserve Final Plat

Public improvements for the first phase of The Preserve residential subdivision are nearing completion and the developer is requesting approval of the final plat. Phase 1 of The Preserve includes two multifamily lots and 31 duplex lots. Assuming the construction punch list items are finalized early next week and the associated development fees paid, staff recommends approval. The developer is eager to obtain building permits and begin home construction yet this fall.

Urban Renewal Plan Amendment

In July the City Council approved a resolution setting a public hearing for August 27 regarding the amendment of the City's Urban Renewal Plan. In addition to the public hearing, the agenda includes a resolution approving the amendment. This amendment (details included in the packet) allows the City to fund the referenced projects with TIF funds. Staff recommends approval of the amended Urban Renewal Plan and at their July meeting, the Planning Commission also recommended approval.

Agenda





Agenda

North Liberty City Council
August 27, 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, Regular Session, August 13, 2019
 - B. Claims
 - C. July Revenues
 - D. July Treasurer Report
 - E. Liquor License Renewal, Zio Johnos
 - F. Liquor License Renewal, Beer Burger
 - G. Penn and Front Street Corridor, Change Order Number 4, All American Concrete, Inc., \$3,468.34
 - H. Penn and Front Street Corridor, Change Pay Application Number 5, All American Concrete, Inc., \$579,932.91
 - I. Police Facility Project, Change Order Number 3, Tricon General Construction, Inc., \$5,983.39
5. Public Comment
6. City Planner Report
7. City Engineer Report
8. City Attorney Report
9. Assistant City Administrator/City Clerk Report
10. City Administrator Report
11. Mayor Report

12. Conduit Bonds

- A. Resolution Number 2019-86, A Resolution authorizing the issuance of \$3,000,000 Revenue Bonds (Heartland Goodwill Enterprises Project) Series 2019, with the proceeds from the sale of the bonds to be loaned to Heartland Goodwill Enterprises, an Iowa Nonprofit Corporation; the execution and delivery of a Bond Purchase Agreement and Assignment to secure said bonds; the execution and delivery of a Loan Agreement between the City and Heartland Goodwill Enterprises; the assignment by the City to the Original Purchaser of the rights and interest of the City in and to said Loan Agreement; the sale of said bonds and related matters

13. Board of Adjustment Appointment

- A. Discussion and possible action on appointment to the Board of Adjustment

14. Dog Park Projects

- A. Resolution Number 2019-87, A Resolution accepting the bid and authorizing execution of the contract for the Dog Park Paving Project, North Liberty, Iowa
- B. Resolution Number 2019-88, A Resolution accepting the bid and authorizing execution of the contract for the Dog Park Fencing Project, North Liberty, Iowa

15. Assessment Resolution

- A. Resolution Number 2019-89, A Resolution assessing mowing and sidewalk repair fees owed to the City of North Liberty, Iowa to individual property taxes

16. Parking Amendment

- A. Resolution Number 2019-90, A Resolution approving parking control devices in the City of North Liberty, Iowa

17. Speed Limits

- A. Resolution Number 2019-91, A Resolution approving special speed limits in the City of North Liberty, Iowa

18. Urban Renewal Plan Amendment

- A. Public Hearing regarding proposed Urban Renewal Plan Amendment
- B. Resolution Number 2019-92, A Resolution to declare necessity and establish an Urban Renewal Area, pursuant to Section 403.4 of the Code of Iowa and approve Urban Renewal Plan Amendment for the North Liberty Urban Renewal Area

19. Forevergreen Road Project

- A. Resolution Number 2019-93, A Resolution approving the Purchase Agreement for the Forevergreen Road Project (Project: IMN-380-6(344)2—OE-52)

20. Fireworks Ordinance Amendment

- A. Third consideration and adoption of Ordinance Number 2019-17, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa, effecting conformity with State Law regarding permanent and temporary structures for the sale of consumer fireworks, and restricting the sales of consumer fireworks to Industrial Zones

21. The Preserve, Part One Final Plat

- A. Staff recommendation
- B. Applicant Presentation

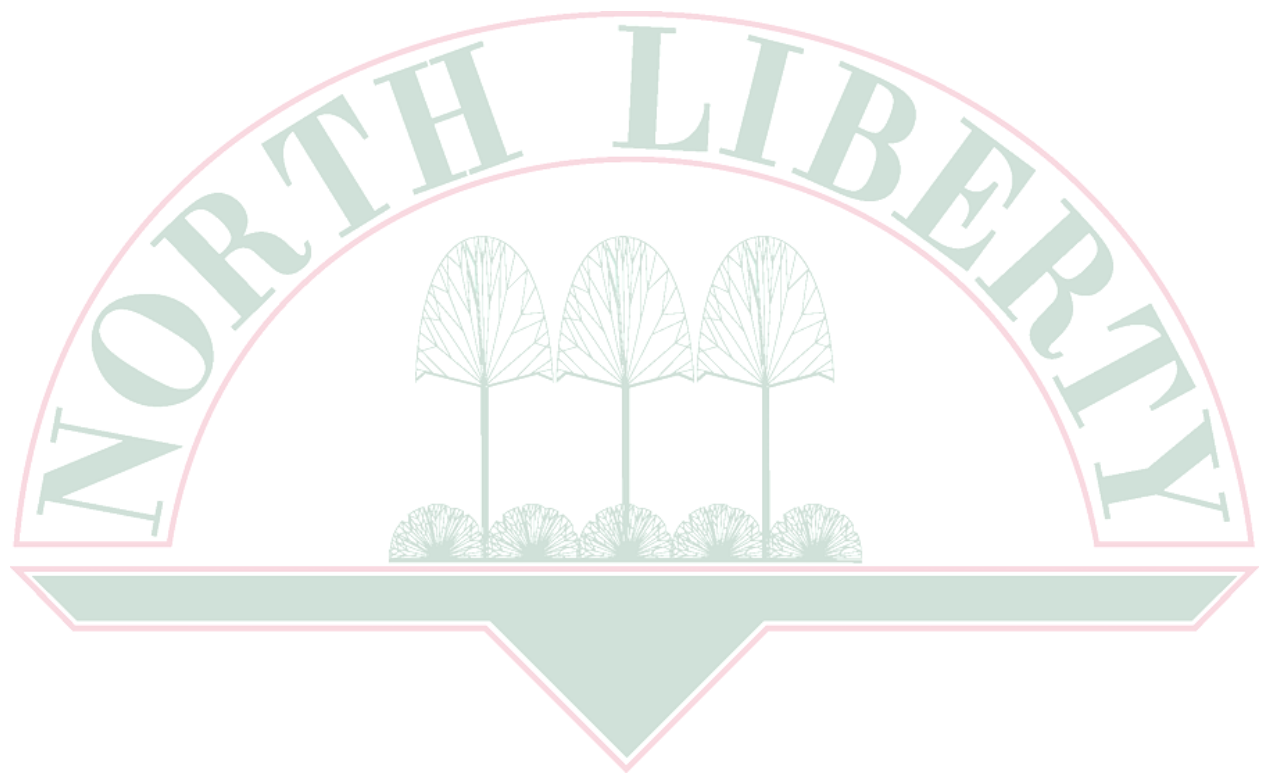
- C. Resolution Number 2019-94, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and Watts Group Development, Inc. that establishes the terms and conditions under which stormwater management facilities will be maintained for The Preserve, Part One in the City of North Liberty, Iowa
- D. Resolution Number 2019-95, A Resolution approving the Final Plat and accepting improvements for The Preserve, Part One, North Liberty, Iowa

22. Old Business

23. New Business

24. Adjournment

Consent Agenda





Minutes (Not official until approved by the City Council)

North Liberty City Council
August 13, 2019
Regular Session
City Council Chambers
1 Quail Creek Circle

Call to order

Mayor Terry Donahue called the August 13, 2019 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Sarah Madsen, Annie Pollock, and Brent Smith.

Others present: Ryan Heiar, Grant Lientz, Tracey Mulcahey, Kevin Trom, Dean Wheatley, Joel Miller, Candi Evans, Mike Jesse, Tionna Pooler, Gina Landau, Greg Scharf, Dean Spina, Jessica Chamberger and other interested parties.

Approval of the Agenda

Madsen moved, Pollock seconded to approve the agenda with moving the bond sale to immediately after the Mayor's report. The vote was all ayes. The agenda was approved.

Consent Agenda

Hoffman moved, Smith seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on July 23, 2019; the attached list of Claims; June Treasurer Report; Police Station Construction, Change Order #2, Tricon General Construction, Inc., \$283.60; Police Station Construction, Pay Application #1, Tricon General Construction, Inc., \$709,033.13; Sanitary Sewer Upgrades – Bid Package #3, Pay Application #1, Maxwell Construction Inc., \$258,400.00; and Main Street Improvements Project, Pay Application #4, Schrader Excavating and Grading Co., \$116,858.30. The vote was all ayes. Consent agenda approved.

Public Comment

Candi Evans, 177 Golfview Court, spoke regarding the ownership change at Golfview Court. Mike Jesse, 245 S. Dubuque Street, spoke regarding execution in the mowing ordinance and interaction of the Council after his previous comment to Council.

City Planner Report

City Planner Dean Wheatley reported on the transit report, the most recent traffic controls meeting and the Coralville annexation south of Oakdale Boulevard.

City Engineer Report

City Engineer Kevin Trom reported that the Penn and Front Corridor Project contractor reported that roundabouts should be open on Friday or Saturday of this week. They will definitely be open before school starts. The site distance project will go into full force after the roundabouts are complete. The Trail Network Project is moving along nicely. By the end of the week, all concrete should be poured on all four sites. The Sewer Project is moving right along. The Dog Park public hearings are tonight. The bids are due next Wednesday by 10 a.m. The Recreation Center Women's Locker Room is on schedule other than the delay from the supplier of the lockers. Lockers are expected in late September. Council discussed the report with Trom.

City Attorney Report

City Attorney Grant Lientz offered to answer any questions Council might have.

Assistant City Administrator/City Clerk Report

Assistant City Administrator/City Clerk Tracey Mulcahey reported that Summer Lunch is complete. City Day at the Program was super fun. Back 2 School Bash, distribution of school supplies, backpacks, shoes, haircuts, socks and underwear, etc. is Friday in Penn Meadows Park from 2 -5. Council discussed the report with Mulcahey.

City Administrator Report

City Administrator Ryan Heiar reported that the Police Station is moving along nicely. Christine Grant ribbon cutting/open house next Wednesday. Senator Wahls is hosting event here tomorrow night at solar facility.

Mayor Report

Mayor Donahue reported that Philanthro Jam was this past Sunday with DVIP and the Pantry joint effort. He will be at the Iowa League of Cities' at ILOC meeting this Thursday. He attended the SouthSlope reception on August 1. He worked on a video with Liberty students on an upcoming program. He proclaimed National Left Handers' Day. Mayor Donahue proclaimed American Wind Week in North Liberty. Councilor Smith spoke regarding Porchfest. Councilor Pollock thanked Councilor Smith for all his work on the event.

2019A Bond Sale

Tionna Pooler, Independent Public Advisors, offered information on the bond sale. Robert W. Baird & Co., Inc. was the low bidder for the bonds.

Madsen moved, Hoffman seconded to approve Resolution Number 2019-81, Resolution awarding General Obligation Urban Renewal and Refunding Bonds, Series 2019A and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same. After discussion, the vote was: ayes – Hoffman, Smith, Pollock, Harrington, Madsen; nays – none. Motion carried.

Greg's Lawncare and Landscaping Revised Site Plan

Wheatley reported that staff and Planning Commission recommend approval with no conditions.

Gina Landau, MMS Consultants, was present on behalf of the applicant and offered additional information on the project. Greg Scharf, owner, presented additional information on the project and salt storage generally. Council discussed the report with Scharf.

Hoffman moved, Harrington seconded to approve Resolution Number 2019-79, A Resolution approving the revised Development Site Plan for Lot 18 of Deerfield Fourth Addition. The vote was: ayes – Pollock, Hoffman, Harrington, Madsen, Smith; nays – none. Motion carried.

Greenbelt Trail, L.L.C. Rezoning

Smith moved, Hoffman seconded to approve the third consideration and adoption of Ordinance Number 2019-14, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by Greenbelt Trail, L.L.C. located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-6 Residential District. The vote was: ayes – Madsen, Smith, Hoffman, Pollock, Harrington; nays – none. Motion carried.

Greenbelt Trail Subdivision Preliminary Plat

Wheatley reported that staff and Planning Commission recommend approval with no conditions. Council discussed the plat with staff.

Loren Hoffman, Hall and Hall Engineers, was present on behalf of the applicant and offered additional information on the project. Council discussed the project with Hoffman.

Hoffman moved, Smith seconded to approve Resolution Number 2019-80, A Resolution approving the Preliminary Plat of Greenbelt Trail Subdivision, North Liberty, Iowa. The vote was: ayes – Harrington, Pollock, Madsen, Smith, Hoffman; nays – none. Motion carried.

Conduit Borrowing

Dean Spina presented information regarding the conduit financing. Mayor Donahue opened the public hearing regarding proposed borrowing for Heartland Goodwill Enterprises Project at 7:25 p.m. Jessica Schamberger, Heartland Goodwill Enterprises, spoke regarding the project. The public hearing was closed.

Harrington moved, Pollock seconded to approve Resolution Number 2019-82, A Resolution approving proceeding with the issuance and sale of not to exceed \$3,000,000 aggregate principal amount of revenue bonds (Heartland Goodwill Enterprises Project) Series 2019 of the City of North Liberty, Iowa and related matters. After discussion, the vote was: ayes – Harrington, Smith, Pollock, Madsen; nays – none; abstain: Hoffman for financial reasons. Motion carried.

Dog Park Vacation

Mayor Donahue opened the public hearing regarding disposing of real estate at 7:28 p.m. No oral or written comments were received. The public hearing was closed.

Pollock moved, Madsen seconded to approve Resolution Number 2019-83, A Resolution disposing of certain real estate and approving issuance of a Deed. The vote was: ayes – Pollock, Madsen, Harrington, Smith, Hoffman; nays – none. Motion carried.

Dog Park Projects

At 7:28 p.m., Mayor Donahue opened the public hearing regarding proposed plans, specifications, and estimate of cost for Dog Park Paving Project. No oral or written comments were received. The public hearing was closed.

Smith moved, Hoffman seconded to approve Resolution Number 2019-84, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Dog Park Paving

Project. The vote was: ayes – Harrington, Hoffman, Smith, Pollock, Madsen; nays – none. Motion carried.

Mayor Donahue opened the public hearing regarding proposed plans, specifications, and estimate of cost for Dog Park Fencing Project at 7:29 p.m. No oral or written comments were received. The public hearing was closed.

Madsen moved, Harrington seconded to approve Resolution Number 2019-85, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Dog Park Fencing Project. The vote was: ayes – Smith, Madsen, Harrington, Hoffman, Pollock; nays – none. Motion carried.

Fireworks Ordinance Amendment

Smith moved, Harrington seconded to approve the second consideration of Ordinance Number 2019-17, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa, effecting conformity with State Law regarding permanent and temporary structures for the sale of consumer fireworks, and restricting the sales of consumer fireworks to Industrial Zones. The vote was: ayes – Smith, Hoffman, Pollock, Madsen, Harrington; nays – none. Motion carried.

Animal Code Ordinance Amendments

Hoffman moved, Madsen seconded to approve the third consideration and adoption of Ordinance Number 2019-15, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa, updating portions of the Animal Control Code. The vote was: ayes – Harrington, Pollock, Madsen, Smith, Hoffman; nays – none. Motion carried.

Old Business

Councilor Hoffman thanked those that attended the Spark event. He thanked staff for all their work on the projects to make school open. Harrington reported on Back 2 School Bash.

New Business

Councilor Pollock reported on a Senior Health Fair on September 20 from 10 a.m. – 1 p.m. at Kirkwood Regional Center in Coralville. Councilor Madsen reported that the Fire Department Foundation is hosting a golf outing at Brown Deer on September 14. Councilor Smith reported on a direct mailer to support the Fire Department Foundation.

Adjournment

At 7:35 p.m. Mayor Donahue adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest:

Tracey Mulcahey, City Clerk

JULY 31ST, 2019

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	435,418.48	435,418.48
011-FIRE EQUIPMENT CAPITA	505,822.00	505,822.00
012-LIBRARY CAPITAL FUND	225.60	225.60
013-RECREATION CAPITAL FU	350,000.00	350,000.00
014-POLICE CAPITAL FUND	760.00	760.00
015-TRANSPORTATION IMPACT	0.00	0.00
016-STORMWATER CAPITAL	0.00	0.00
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	300,000.00	300,000.00
019-YOUTH SPORTS SCHOLARS	1,802.55	1,802.55
020-EQUIPMENT REVOLVING	0.00	0.00
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	33.15	33.15
025-POLICE SEIZED FUNDS	0.00	0.00
026-HOTEL/MOTEL TAX	0.00	0.00
060-ROAD USE TAX FUND	188,895.80	188,895.80
061-STREET CAPITAL PROJEC	0.00	0.00
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	30,555.56	30,555.56
110-DEBT SERVICE FUND	6,564.87	6,564.87
210-TRUST AND AGENCY	11,948.71	11,948.71
280-CUSTOMER DEPOSITS	34,300.00	34,300.00
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	412.00	412.00
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	0.00
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	250,000.00	250,000.00
322-LIBRARY BUILDING FUND	0.56	0.56
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	160,000.00	160,000.00
510-WATER FUND	355,114.03	355,114.03
511-WATER CAPITAL RESERVE	13,750.00	13,750.00
512-WATER SINKING FUND	118,968.75	118,968.75
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	0.00
520-SEWER FUND	414,986.28	414,986.28
521-SEWER CAPITAL RESERVE	44,199.00	44,199.00
522-SEWER SINKING FUND	183,124.08	183,124.08
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	0.00	0.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	18,295.39	18,295.39
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	3,425,176.81	3,425,176.81

CITY OF NORTH LIBERTY

TREASURER'S REPORT

July 31, 2019

FUNDS	BALANCE FORWARD 07/01/2019	REVENUE	EXPENSE	BALANCE ENDING 07/31/2019
GENERAL	10,364,740.41	1,597,473.11	2,785,089.44	9,177,124.08
SPECIAL REVENUE	3,364,804.47	231,400.07	138,290.21	3,457,914.33
DEBT SERVICE	355,750.48	6,564.87	0.00	362,315.35
CAPITAL PROJECTS	-9,189,163.28	410,412.56	1,180,801.46	-9,959,552.18
WATER ENTERPRISE	3,925,022.31	516,882.17	318,596.47	4,123,308.01
WASTEWATER ENTERPRISE	5,571,345.66	644,099.26	387,762.31	5,827,682.61
STORM WATER ENTERPRISE	154,139.05	18,680.99	11,137.84	161,682.20
TOTAL	14,546,639.10	3,425,513.03	4,821,677.73	13,150,474.40

Applicant License Application (LC0040325)

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

Contact Person

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

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 09/10/2019

Expiration Date: 09/09/2020

Privileges:

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

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

Ownership

eli khairallah

First Name: eli

Last Name: khairallah

City: cedar rapids

State: iowa

Zip: 52403

Position: owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
Policy Effective Date: <u>09/10/2019</u>	Policy Expiration <u>09/10/2020</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:



North Liberty Police Department

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

July 12, 2019

Liquor License Check

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

Owner: Eli Khairallah (DOB: 1960)

A record check of the above business and owners shows no past incidents with the North Liberty Police Department that could affect the liquor license.

I recommend the license be granted.

Sergeant Chris Shine



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

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

Legal Name of Applicant:	<u>Zio Johno's Spaghetti House</u>
Name of Business (DBA):	<u>Zio Johno's</u>
Address of Business:	<u>780 Community Drive #1 & 2 N. Liberty IA 52317</u>
Business Phone & Email:	<u>319-721-6503 eli@ziojohno'sonline.com</u>

City of North Liberty:

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

City Official

North Liberty Fire Department:

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

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official

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

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

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Name of Business (DBA): Zio Johno's
Address of Business: 780 Community Drive #1 & 2 N. Liberty IA 52317
Business Phone & Email: 319-721-6503 eli@ziojohno'sonline.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

North Liberty Fire Department:

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

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official

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

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Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

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Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official

 7/10/19

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

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

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City Official

North Liberty Fire Department:

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

Fire Inspector



Johnson County Health Department:

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

Johnson County Public Health Official

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



North Liberty Fire Department

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

Inspection Type: **Liquor License Inspection**

Inspection Date: **8/22/2019**

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

Time In: **15:06**

Time Out: **15:28**

Authorized Date: **Not Author**

By:

Form: General Fire
Inspection Checklist 1.3

Next Inspection Date: **No Inspection Scheduled**

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 each month.**



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:



Kitchen Hood System

Kitchen Hood All Grease Filters in Place

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

Status: FAIL

Notes: Filters were being cleaned at time of inspection. Filters must be in place at all times while appliances are on and cooking.



Combustible, General & Outside Storage

Oily Rags Stored in Approved Containers

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

Status: FAIL

Notes: Obtain non combustible container for rags used for cleaning grease.

Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes

Inspection Time: 22 minutes

Total Time: 22 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 08/22/2019 15:29

Signature

Date

Representative Signature:

Signature of: Pedro ramirez on 08/22/2019 15:30



Signature

Date

Applicant License Application (LC0043064)

Name of Applicant: 575 LLC

Name of Business (DBA): BEERBURGER

Address of Premises: 575 CAMERON WAY

City North Liberty

County: Johnson

Zip: 52317

Business (319) 333-2442

Mailing 555 CAMERON WAY SUITE 3

City NORTH LIBERTY

State IA

Zip: 52317

Contact Person

Name JOHN BURCHERT

Phone: (319) 333-2442

Email

JOHN@MAINGREDIENT.COM

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 09/01/2019

Expiration Date: 08/31/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

JOHN BURCHERT

First Name: JOHN

Last Name: BURCHERT

City: baraboo

State: Wisconsin

Zip: 53913

Position: MGR

% of Ownership: 80.00%

U.S. Citizen: Yes

ROBERT THOMPSON

First Name: ROBERT

Last Name: THOMPSON

City: IOWA CITY

State: Iowa

Zip: 52240

Position: MGR

% of Ownership: 20.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Illinois Casualty Co

Insurance Company: Illinois Casualty Co

Policy Effective Date: 09/01/2019

Policy Expiration 09/01/2020

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

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

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

Legal Name of Applicant: Beer Burger

Name of Business (DBA): _____

Address of Business: 575 Cameron Way North Liberty IA 52317

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

City of North Liberty:

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

City Official

North Liberty Fire Department:

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

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official

Jane Juma 6/20/19

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

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

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

Legal Name of Applicant: Beer Burger

Name of Business (DBA): _____

Address of Business: 575 Cameron Way North Liberty IA 52317

Business Phone & Email: 319-631-4909 john@Maingredient.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 6/20/19

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: Beer Burger

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

City Official

North Liberty Fire Department:

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

Fire Inspector



Johnson County Health Department:

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

Johnson County Public Health Official

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



North Liberty Police Department

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

July 8, 2019

Liquor License Check

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

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

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

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.



North Liberty Fire Department



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

Inspection Type: **Liquor License Inspection**

Inspection Date: **8/1/2019** By: **Hardin, Bryan E (01-1022)**

Time In: **11:30** Time Out: **12:34**

Authorized Date: **Not Author** By:

Form: General Fire
Inspection Checklist 1.3

Next Inspection Date: **08/31/2019 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 Required Location

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

Status: **FAIL**

Notes: **Near main entrance, fire extinguisher has been used. Needs to be recharged and hung back on hook.**



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.**



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: **No storage allowed under electrical panels. Storage under orange electrical panel is also obstructing exit width.**



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: Kitchen, replace missing outlet cover.



No Extension Cords

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

Status: FAIL

Notes: 1) Wiring to outdoor patio lighting. Extension cord was previously used for wiring to lights. After inspection last year, it was found that the extension cord was permanently wired to lights by electrician. Was advised during last inspection that extension cords cannot be used or substituted for permanent wiring. Still is not corrected.

2) kitchen, extension cord used for bug light. Remove, mount and plug directly into outlet.



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: 1) Was completed in May 2019: report has not been submitted to the fire department yet.
2) Salamander/broiler, suppression nozzle needs to be adjusted for proper coverage.



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: Past due, was due in April 2019.



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.



Fire & Smoke Doors

Fire Doors Unobstructed

703.2 Opening protectives. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable.

Status: FAIL

Notes: Kitchen exit, grease buildup on exit pathway. Needs to be cleaned.



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: Above cooler/ freezer; reduce storage height to at least 18" below sprinkler head.



Proper Clearance from Heating Appliance

315.3 Storage in buildings. Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

Status: FAIL

Notes: Keep clearance Around water heater per manufactures requirements. Typically 12"-18".



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: **Kitchen, improper disposal of greasy rags. Obtain non combustible container with lid for greasy rag disposal.**



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, orange electrical panel, breaker #20 is tripped.**



Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes
Inspection Time: 64 minutes
Total Time: 64 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 08/01/2019 12:35

Signature

Date

Representative Signature:

Signature of: Adam Douglas on 08/01/2019 12:36



Signature

Date



North Liberty Fire Department

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

Inspection Type: **Liquor License Inspection**

Inspection Date: **8/22/2019**

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

Time In: **15:33**

Time Out: **16:00**

Authorized Date: **Not Author**

By:

Form: General Fire
Inspection Checklist 1.3

Next Inspection Date: **08/31/2019 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 Required Location

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

Status: **CORRECTED UPON REINSPECTION**

Notes: **Near main entrance, fire extinguisher has been used. Needs to be recharged and hung back on hook.**



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: CORRECTED UPON REINSPECTION

Notes: Complete monthly.



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: CORRECTED UPON REINSPECTION

Notes: No storage allowed under electrical panels. Storage under orange electrical panel is also obstructing exit width.



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: Kitchen, replace missing outlet cover.



No Extension Cords

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

Status: FAIL

Notes: 1) Wiring to outdoor patio lighting. Extension cord was previously used for wiring to lights. After inspection last year, it was found that the extension cord was permanently wired to lights by electrician. Was advised during last inspection that extension cords cannot be used or substituted for permanent wiring. Still is not corrected.

2) kitchen, extension cord used for bug light. Remove, mount and plug directly into outlet. Corrected 8/22/19.



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: CORRECTED UPON REINSPECTION

Notes: 1) Was completed in May 2019: report has not been submitted to the fire department yet.
2) Salamander/broiler, suppression nozzle needs to be adjusted for proper coverage.



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: Past due, was due in April 2019.

Note: has not been cleaned yet. 8/22/19.



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: CORRECTED UPON REINSPECTION

Notes: Gap in filter coverage.



Fire & Smoke Doors

Fire Doors Unobstructed

703.2 Opening protectives. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable.

Status: FAIL

Notes: Kitchen exit, grease buildup on exit pathway. Needs to be cleaned.

Note: Attempt was made to clean, is better but still needs further cleaning. 8/22/19.



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: CORRECTED UPON REINSPECTION

Notes: Above cooler/ freezer; reduce storage height to at least 18" below sprinkler head.



Proper Clearance from Heating Appliance

315.3 Storage in buildings. Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

Status: CORRECTED UPON REINSPECTION

Notes: Keep clearance Around water heater per manufactures requirements. Typically 12"-18".



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: **Kitchen, improper disposal of greasy rags. Obtain non combustible container with lid for greasy rag disposal.**



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: **CORRECTED UPON REINSPECTION**

Notes: **Kitchen, orange electrical panel, breaker #20 is tripped.**



Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes
Inspection Time: 27 minutes
Total Time: 27 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 08/22/2019 16:01

Signature

Date

Representative Signature:

Signature of: Adam Douglas on 08/22/2019 16:02



Signature

Date

CHANGE ORDER
For Local Public Agency Projects

No.: 4

Non-Substantial: ☐

N/A

Substantial: ☐

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): N/A

Project Number: 1181770

Contract Work Type: NL Penn and Front Improvements

Local Public Agency: City of North Liberty

Contractor: All American Concrete, Inc.

Date Prepared: August 21, 2019

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

A - Description of change to be made:

17 - REDUCE quantity of "Manhole, Storm Sewer, SW-401, 48"

8008 - ADD an item for "Wayfinding Signage"

8009 - ADD an item for "Added Grading Work"

8010 - ADD an item for "Storm Sewer Modifications (9-Series)"

B - Reason for change:

17 - Based on depths and location of existing storm pipes uncovered, the 9-series storm sewer layout at the south roundabout needed to be modified. The modifications meant that one storm sewer manhole was no longer needed. Reduce quantity by 1 Each.

8008 - The City requested additional destination and wayfinding signage be created and installed during the combined Phase 2 and Phase 3 construction phasing. Refer to Change Order Request #11.

8009 - Additional grading work was identified and requested at the south roundabout to improve drainage at adjacent properties (NW and SE quadrant) and installation of extended driveway paving (SW quadrant). Refer to Change Order Request #13.

8010 - Field adjustments for storm sewer at the south roundabout required one less storm manhole (see Item #17 description above). The structure was already on-site and the adjacent storm intake base was already set. Contractor provided a credit for the structure as it was not used, but was less than 100% due to work already completed, restocking fee, and additional concrete work required to modify the intake base. This line item identifies these additional costs. Refer to Change Order Request #12.

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

8008 - Agreed Lump Sum Price

8009 - Agreed Lump Sum Price

8010 - Agreed Lump Sum Price

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

8008 - An agreed upon lump sum price for the work was established. Cost considered reasonable based on line item breakdown provided. Refer to Change Order Request #11. Cost includes 5% prime contractor markup per Article 11.04 (General Conditions).

8009 - An agreed upon lump sum price for the work was established. Cost considered reasonable based on observation of time and materials. Refer to Change Order Request #13. Cost includes 5% prime contractor markup per Article 11.04 (General Conditions).

8010 - An agreed upon lump sum price for the work was established. Cost considered reasonable based on line item breakdown provided. Refer to Change Order Request #12. Cost includes 5% prime contractor markup per Article 11.04 (General Conditions).

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

E - Contract time adjustment:
Justification for selection:

☒ No Working Days added

☐ Working Days added: _____

☐ Change Order No. 4
☐ Unknown at this time

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

Change Order No.: 4

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
		17	Manhole, Storm Sewer, SW-401, 48-Inch (EA)	\$3,200.00	-1.000	-\$3,200.00
<div>Add Row</div> <div>Delete Row</div> <div>TOTAL</div>						-\$3,200.00

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		CO-4	8008	Wayfinding Signage (LS)	\$5,500.00	1.000	\$5,500.00
		CO-4	8009	Added Grading Work (LS)	\$404.25	1.000	\$404.25
		CO-4	8010	Storm Sewer Modifications (9-Series) (LS)	\$764.09	1.000	\$764.09
				Add Row	Delete Row	TOTAL	
							\$6,668.34

H. Signatures

Agreed:

Jodi Simon
Contractor

8-21-19

Date

Recommended:

Jessie Biskamp
Project Engineer

8/21/19

Date

Approved:

Person in Responsible Charge

Date

Other (optional)

Title

Date

PAYMENT APPLICATION

Page 1

TO: City of North Liberty, Iowa 3 Quail Creek Circle North Liberty, Iowa 52317 Attn:	PROJECT NAME AND LOCATION: NL Penn & Front Corridor Imprv North Liberty Penn & Front Corridor Improvement North Liberty, Iowa 52317	APPLICATION # 5 PERIOD THRU: 08/19/2019 PROJECT #s: DATE OF CONTRACT: 02/14/2019	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM: All American Concrete, Inc. 1489 Highway 6 West Liberty, IA. 52776	ARCHITECT: Shive Hattery 2839 Northgate Drive Iowa City, Iowa 52245		
FOR: NL Penn & Front Corridor Improvements			

CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$2,792,945.90
2. SUM OF ALL CHANGE ORDERS	\$18,016.76
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$2,810,962.66
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$2,333,409.76
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$116,670.49
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$116,670.49
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$2,216,739.27
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,636,806.36
8. PAYMENT DUE	\$579,932.91
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$594,223.39

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$11,348.42	\$0.00
Total approved this month	\$6,668.34	\$0.00
TOTALS	\$18,016.76	\$0.00
NET CHANGES	\$18,016.76	

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

CONTRACTOR: All American Concrete, Inc.

By: Jodi Simon Date: 8-22-19

State of: Iowa Jodi Simon

County of: Muscatine

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission Expires:

ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT..... \$ 579,932.91

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

ARCHITECT:

By: Janal Bilkenyer Date: 8/22/19

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

**AIA**[®]**Document G701[™] – 2017****Change Order****PROJECT:** *(Name and address)*
North Liberty Police Facility
North Liberty, Iowa**CONTRACT INFORMATION:**
Contract For: General Construction
Date: January 8, 2019**CHANGE ORDER INFORMATION:**
Change Order Number: 003
Date: August 14, 2019**OWNER:** *(Name and address)*
City of North Liberty Iowa
3 Quail Creek Circle
North Liberty, IA 52317**ARCHITECT:** *(Name and address)*
Police Facility Design Group
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106**CONTRACTOR:** *(Name and address)*
Tricon General Construction, Inc.
746 58th Avenue Ct. SW
Cedar Rapids, IA 52404**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Miscellaneous Architectural and MPE changes per Proposal Request #002. Refer to attached Exhibits from Tricon Construction Group (Change Order Request 002 with subcontractor backup) and PFDG (PR-002).

The original Contract Sum was	\$	5,567,000.00
The net change by previously authorized Change Orders	\$	-700,264.40
The Contract Sum prior to this Change Order was	\$	4,866,735.60
The Contract Sum will be increased by this Change Order in the amount of	\$	5,983.39
The new Contract Sum including this Change Order will be	\$	4,872,718.99

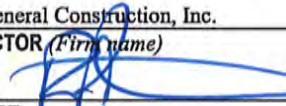
The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be March 18, 2020

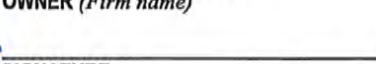
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Police Facility Design Group
ARCHITECT *(Firm name)*

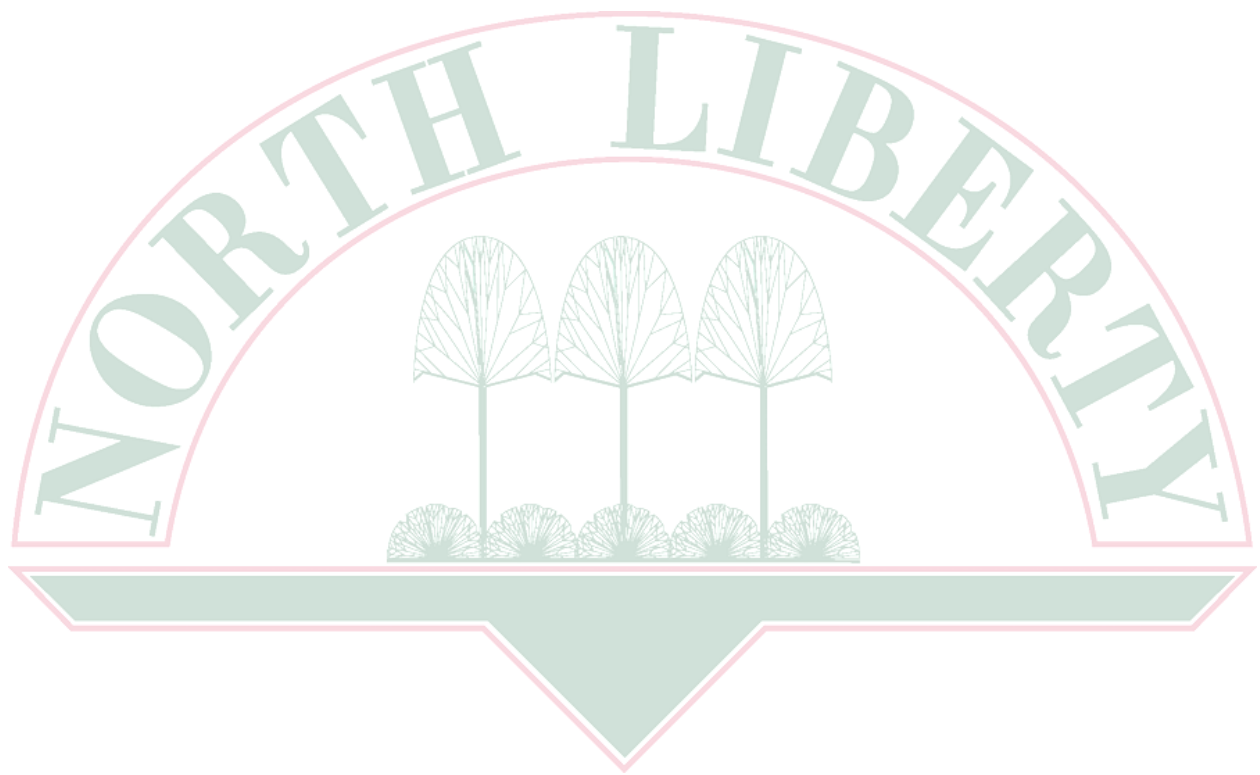
SIGNATURE
Amanda Prince, Project Manager
PRINTED NAME AND TITLE
8/14/19
DATE

Tricon General Construction, Inc.
CONTRACTOR *(Firm name)*

SIGNATURE
Ron Richard, Principal
PRINTED NAME AND TITLE
8-20-19
DATE

City of North Liberty Iowa
OWNER *(Firm name)*

SIGNATURE
Ryan Heiar, City Administrator
PRINTED NAME AND TITLE

DATE

Conduit Bonds



North Liberty, Iowa
August 27, 2019

The City Council of the City of North Liberty, Iowa, met on the above date in the Council Chambers, 1 Quail Creek Circle, North Liberty, IA 52317, at 6:30 p.m. in open regular session, pursuant to law and the local rules of the Council.

The meeting was called to order by Mayor, TERRY DONAHUE, presiding, and on roll call the following Council members were present or absent as follows:

<u>NAME</u>	<u>PRESENT</u>	<u>ABSENT</u>
CHRIS HOFFMAN	_____	_____
SARAH MADSEN	_____	_____
RaQUISHIA HARRINGTON	_____	_____
ANNIE POLLOCK	_____	_____
BRENT SMITH	_____	_____

Matters were discussed relative to final authorization and issuance of the City's Revenue Bonds (Heartland Goodwill Enterprises Project) Series 2019 in an amount not to exceed \$3,000,000. Following a discussion of the Bond issue, Council Member _____ introduced a resolution entitled:

RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF NORTH LIBERTY, IOWA, REVENUE BONDS (HEARTLAND GOODWILL ENTERPRISES PROJECT) SERIES 2019, WITH THE PROCEEDS FROM THE SALE OF THE BONDS TO BE LOANED TO HEARTLAND GOODWILL ENTERPRISES, AN IOWA NONPROFIT CORPORATION; THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND ASSIGNMENT TO SECURE SAID BONDS; THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY AND HEARTLAND GOODWILL ENTERPRISES; THE ASSIGNMENT BY THE CITY TO THE ORIGINAL PURCHASER OF THE RIGHTS AND INTEREST OF THE CITY IN AND TO SAID LOAN AGREEMENT; THE SALE OF SAID BONDS; AND RELATED MATTERS

hereto attached, and moved its adoption. Council Member _____ seconded the motion to adopt. After due consideration, the roll call was called and the resolution was adopted by the following vote:

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>DID NOT VOTE</u>
CHRIS HOFFMAN	_____	_____	_____
SARAH MADSEN	_____	_____	_____
RaQUISHIA HARRINGTON	_____	_____	_____
ANNIE POLLOCK	_____	_____	_____
BRENT SMITH	_____	_____	_____

Thereafter, the Mayor declared the resolution adopted and approval was signed thereto.

Additional matters were taken before the City Council.

Upon motion and vote, the meeting was adjourned.

CITY OF NORTH LIBERTY, IOWA

(Corporate Seal)

TERRY L. DONAHUE, MAYOR

ATTEST:

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2019-86

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,000,000
REVENUE BONDS (HEARTLAND GOODWILL ENTERPRISES
PROJECT) SERIES 2019, WITH THE PROCEEDS FROM THE SALE
OF THE BONDS TO BE LOANED TO HEARTLAND GOODWILL
ENTERPRISES, AN IOWA NONPROFIT CORPORATION; THE
EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT
AND ASSIGNMENT TO SECURE SAID BONDS; THE EXECUTION
AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY AND
HEARTLAND GOODWILL ENTERPRISES; THE ASSIGNMENT BY
THE CITY TO THE ORIGINAL PURCHASER OF THE RIGHTS AND
INTEREST OF THE CITY IN AND TO SAID LOAN AGREEMENT; THE
SALE OF SAID BONDS; AND RELATED MATTERS**

WHEREAS, the City of North Liberty, Iowa, (hereinafter “Issuer”) a municipal corporation organized and existing under the Constitution and laws of the State of Iowa, is authorized and empowered by Chapter 419 of the Code of Iowa, as amended, (hereinafter “Act”) to issue revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, constructing and improving land, buildings and improvements for a “project,” as that term is defined in the Act specifically including a project for an organization described in section 501(c)(3) of the Internal Revenue Code which is exempt from federal income tax under section 501(a) of the Internal Revenue Code together with any other financing necessary or desirable in connection with such purpose within or within eight (8) miles of Issuer in order to create jobs and employment opportunities and to improve the welfare of the residents of the Issuer and of the State of Iowa; and

WHEREAS, the Issuer has been requested by Heartland Goodwill Enterprises, a nonprofit corporation organized under Chapter 504 of the laws of Iowa (hereinafter “Borrower”), to authorize and issue its Revenue Bonds (the “Bonds”) pursuant to the provisions of the Act for the purpose of financing all or a portion of the cost of establishing a vegetable oil packaging facility located at 3800 Second Street, Coralville, Iowa, by the purchase and installation of processing equipment and storage facilities, container filling equipment and packaging equipment, including but not limited to pumps, silos, tanks, depalletizer, cleaners, coder, conveyors, packaging, storage equipment and racks, together with all incidental items and paying the costs of issuance of the Bonds (hereinafter “Project”) together with all incidental items and paying the costs of issuance of the Bonds (hereinafter “Project”) which Project will be owned and operated by Borrower; and

WHEREAS, said Project will create and maintain additional employment opportunities for residents of the Issuer and the surrounding area and will provide and induce other public benefits flowing from the conduct of increased operations which will add to the welfare of the State of Iowa and its inhabitants; and

WHEREAS, the Project will be located within eight (8) miles of the boundaries of the Issuer; and

WHEREAS, it is necessary and advisable that provisions be made for the issuance of Revenue Bonds, Series 2019 (Heartland Goodwill Enterprises Project), of the Issuer in an aggregate

principal amount not to exceed \$3,000,000 (the "Bonds") as authorized and permitted by the Act to finance the cost of the Project to that amount; and

WHEREAS, the Issuer will loan the proceeds of the Bonds to the Borrower pursuant to the provisions of the Loan Agreement dated as of August 1, 2019, (the "Loan Agreement") between the Issuer and the Borrower the obligation of which will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds as and when the same shall be due and payable; and

WHEREAS, the Bonds will be sold pursuant to and secured as provided by a Bond Purchase Agreement and Assignment to be dated as of August 1, 2019, (the "Bond Purchase Agreement") by and between the Issuer and Hills Bank and Trust Company (the "Original Purchaser"); and

WHEREAS, the rights of the Issuer in and to the Loan Agreement are assigned to the Original Purchaser under the Bond Purchase Agreement; and

WHEREAS, notice of intention to issue the Bonds has been published and the City Council has conducted a public hearing pursuant to such published notice, all as required by the Act and Section 147(f) of the Internal Revenue Code of 1986, and has determined that it is necessary and advisable to proceed with the financing of the Project; and

WHEREAS, the Borrower has arranged for the sale of the Bonds to the Original Purchaser;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Issuer, as follows:

Section 1. Authorization of the Bonds. In order to finance the cost of the Project, the Bonds shall be and the same are hereby authorized, determined and ordered to be issued in an aggregate principal amount not to exceed \$3,000,000. The Bonds shall initially be issued as a single fully registered Bond, numbered R-1, and shall be dated as of the date of issuance and delivery thereof and shall be executed, shall be in such form, shall be payable, shall have such prepayment provisions, shall bear interest at such rates, and shall be subject to such other terms and conditions as are set forth therein and in the Bond Purchase Agreement and Loan Agreement. The Bonds and the interest thereon do not and shall never constitute an indebtedness of or a charge against the general credit or taxing power of the Issuer, but are limited obligations of the Issuer payable solely from revenues and other amounts derived from the Loan Agreement and the Project and shall be secured by an assignment of the Loan Agreement and the Project and the revenues derived therefrom. Forms of the Bond Purchase Agreement, the Bond and the Loan Agreement are before this meeting and are by this reference incorporated in this Bond Resolution, and the City Clerk is hereby directed to keep them on file.

Section 2. Bond Purchase Agreement; Sale of the Bonds. In order to provide for the sale of the Bonds to the Original Purchaser and the conditions with respect to the delivery thereof, the Mayor and City Clerk shall execute, acknowledge and deliver in the name and on behalf of the Issuer, the Bond Purchase Agreement in substantially the form submitted to the City Council, but with such changes as approved by counsel to the Issuer, which is hereby approved in all respects. The sale of the Bonds to the Original Purchaser is hereby approved and the Mayor and City Clerk are hereby authorized and directed to deliver the Bonds to the Original Purchaser. The periodic advancing by the Original Purchaser of funds on behalf of the Issuer from time to time at the office

of the Original Purchaser shall constitute payment in full for the Bonds pursuant to Section 5.03 of the Bond Purchase Agreement. The Original Purchaser shall be authorized as the Issuer's depository and agent to make such advances pursuant to the Bond Purchase Agreement to effect the making of the loan of the proceeds of sale of the Bonds to the Borrower pursuant to Section 5.03 of the Bond Purchase Agreement.

Section 3. Repayment of Loan. The Loan Agreement requires the Borrower in each year to pay amounts as loan payments sufficient to pay the principal of, redemption premium, if any, and interest on the Bond when and as due and the payment of such amounts by the Borrower to the Original Purchaser pursuant to the Loan Agreement is hereby authorized, approved and confirmed.

Section 4. Loan Agreement. In order to provide for the loan of the proceeds of the Bonds to acquire, construct and improve the Project and the payment by the Borrower of an amount sufficient to pay the principal of and premium, if any, and interest on the Bonds, the Mayor and City Clerk shall execute, and deliver in the name and on behalf of the Issuer the Loan Agreement in substantially the form submitted to the City Council, but with such changes as approved by counsel to the Issuer, which is hereby approved all respects.

Section 5. Miscellaneous. The Mayor, Mayor Pro Tempore, City Clerk and any Deputy City Clerk are hereby authorized and directed to execute, attest, seal and deliver any and all documents and do any and all things deemed necessary to effect the issuance and sale of the Bonds and the execution and delivery of the Loan Agreement and the Bond Purchase Agreement, and to carry out the intent and purposes of this resolution, including the preamble hereto.

Section 6. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax- exempt obligations" within the meaning of Section 255(b)(3) of the Internal Revenue Code (the "Code"), the Issuer hereby makes the following factual statements and representations:

(A) The Issuer hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(B) The reasonably anticipated amount of tax-exempt obligations (other than obligations described in clause (ii) of Section 265(b)(3)(c) of the Code) which will be issued by the Issuer (and all entities whose obligations will be aggregated with those of the Issuer) during this calendar year 2019 will not exceed \$10,000,000; and

(C) Not more than \$10,000,000 of obligations issued by the Issuer during this calendar year 2019 (including the Bonds) have been designated for purposes of Section 265(b)(3) of the Code. The Issuer shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

Section 6. Severability. The provisions of this resolution are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 7. Repealer. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This resolution shall become effective immediately upon adoption.

[remainder of this page intentionally left blank]

Passed and approved this 27th day of August 2019.

CITY OF NORTH LIBERTY, IOWA

(Corporate Seal)

TERRY L. DONAHUE, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

CITY CLERK'S CERTIFICATE

I, TRACEY MULCAHEY, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the CITY OF NORTH LIBERTY, State of Iowa; that as such I have in my possession, or have access to, the complete corporate records of said City and of its City Council and officers; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of all the corporate records showing the action taken by the City Council of said City at a meeting open to the public on August __, 2019, for the purpose of considering a Resolution authorizing the issuance of not to exceed \$3,000,000 aggregate principal amount of Revenue Bonds (Heartland Goodwill Enterprises Project) Series 2019, of the City of North Liberty, Iowa; the execution and delivery of a Bond Purchase Agreement and Assignment, the execution and delivery of a Loan Agreement between the City and Heartland Goodwill Enterprises, the Assignment by the City of the rights and interest of the City in and to said Loan Agreement, the sale of said Bonds, and related matters; that said proceedings remain in full force and effect and have not been amended or rescinded in any way; that said meeting and all action thereat was duly and publicly held, with members of the public in attendance, in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the City Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Iowa Code, and upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law.

Witness my hand and the Corporate Seal of said City hereto affixed this ____ day of August 2019.

(Corporate Seal)

TRACEY MULCAHEY, CITY CLERK

Board of Adjustment Appointment



Application for BOARD or COMMISSION Appointment

Name: Nicholas Gulick

Address: 245 Elm Ridge Dr.

Phone: 319.621.9795 Email: nicgulickrealtor@gmail.com

I would like to volunteer to serve on the:

- | | |
|--|--|
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Citizen Task Force |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Cemetery Board | <input checked="" type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Transit Task Force | <input type="checkbox"/> Telecommunications Commission |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Tree & Stormwater Board |

Place of employment and position: Encompass Real Estate Group - Realtor

Length of residence in North Liberty: 4 years

Please give a brief statement of why you would like serve on this Board or Commission:

I'd like to be involved in helping out community grow in a way that keeps future needs/goals in mind.

Please note any real estate, business or commercial interests within the City, other than your primary residence, for the purpose of identifying any actual or potential conflicts of interest:

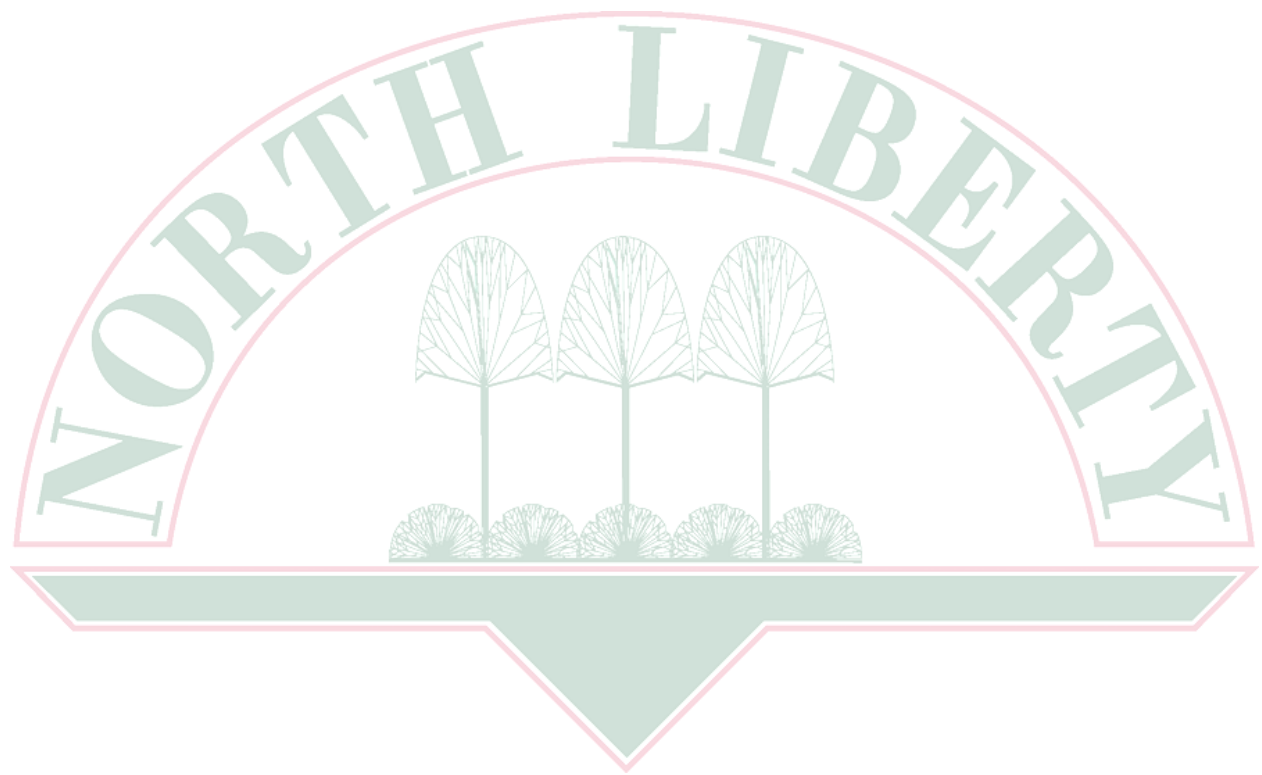
I sell residential real estate throughout the Iowa City and Cedar Rapids areas. I don't have any specific interests other than working with the citizens of our community to try to keep drawing thriving and growth minded individuals moving into our community.

Please give any other background or personal information that you feel would be helpful to the City Council in making their decision:

I applied for this commission three times now and was not given the privilege to join. I'd love the opportunity to do more for my community. I ran for the open city council seat Spring of 2017 and was advised by many of the current city council members to stay active and involved in the community by joining one of these boards/commissions. I feel like it is my time to do that again.

Signature of Applicant: Nicholas Gulick Date: 5/2/19

Dog Park Projects



August 21, 2019

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

RE: NL Dog Park Paving

Dear Mr. Heiar:

On August 21, 2019 at 10:00 am in the North Liberty City Administration building two bids were received and opened for the above-referenced project.

The low base bid was received from Midwest Concrete Inc. of Peosta, Iowa, in the amount of \$131,190. The design professional's estimate was \$145,000.

Subject to submitting acceptable bonds, insurance and the Agreement, we recommend award of contract to Midwest Concrete Inc. based upon their lowest responsible, responsive bid. Upon City Council approval of this award we will proceed with issuing the Notice of Award and begin administration of the construction contract.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Ted Schmidt, P.E.

TWS/bad

Enc. Bid Tabulation

Copy: Guy Goldsmith, Parks Director
Tracey Mulcahey, Assistant City Administrator
Kevin Trom, S-H



SHIVE-HATTERY, INC.
2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040 FAX (319) 354-6921

BID TABULATION

Client: City of North Liberty
Project Name: **NL Dog Park Paving**
S-H Project #: 1191040-75

Bid Date: August 21, 2019 10:00AM
Location: NL City Administration Building
Page No.: 1

NAME AND ADDRESS OF BIDDER	Midwest Concrete Inc. 9835 Cottingham Road Peosta, IA 52068	Streb Construction Co., Inc. 3191 Charbon Road SE Iowa City, IA 52240	Engineer's Estimate	
Bid Security - 5%	Yes	Yes		
Bidder Status Form	Yes	Yes		
TOTAL BASE BID PRICE	\$131,190.00	\$165,000.00	\$145,000.00	
NAME AND ADDRESS OF BIDDER				
Bid Security - 5%				
Bidder Status Form				
TOTAL BASE BID PRICE				

Resolution No. 2019-87

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
EXECUTION OF THE CONTRACT FOR THE DOG PARK PAVING
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 Dog Park Paving Project;

WHEREAS, two contractors submitted bids for the project; and

WHEREAS, the low bid for the project was from Midwest Concrete, Inc. in the amount of \$131,190.00; and

NOW, THEREFORE, BE IT RESOLVED that the Dog Park Paving Project is authorized and the bid from Midwest Concrete Inc. is hereby accepted and approved for the project at an amount of \$131,190.00 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 27th day of August, 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

August 21, 2019

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

RE: NL Dog Park Fencing

Dear Mr. Heiar:

On August 21, 2019 at 10:00 am in the North Liberty City Administration building four bids were received and opened for the above-referenced project.

The low bid was received from D&N Fencing of Cedar Rapids, Iowa, in the amount of \$36,850 Base Bid and \$10,000 for Bid Alternate No. 1. The design professional's estimate was \$65,000 Base Bid and \$17,000 for Bid Alternate No. 1.

Alternate No. 1 includes black vinyl coated fencing in lieu of the base bid galvanized fencing.

Subject to submitting acceptable bonds, insurance and the Agreement, we recommend award of contract (Base Bid and Alternate No. 1) to D&N Fencing based upon their lowest responsible, responsive bid. Upon City Council approval of this award we will proceed with issuing the Notice of Award and begin administration of the construction contract.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Ted Schmidt, P.E.

TWS/bad

Enc. Bid Tabulation

Copy: Guy Goldsmith, Parks Director
Tracey Mulcahey, Assistant City Administrator
Kevin Trom, S-H



SHIVE-HATTERY, INC.
2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040 FAX (319) 354-6921

BID TABULATION

Client: City of North Liberty
Project Name: NL Dog Park Fencing
S-H Project #: 1191040-75

Bid Date: August 21, 2019 10:00AM
Location: NL City Administration Building
Page No.: 1

NAME AND ADDRESS OF BIDDER	D&N Fencing 4000 Blairs Ferry Road, NE Cedar Rapids, IA 52411	American Fence Company of Iowa 6300 NW Beaver Drive Johnston, IA 50131	Century Fence Company 1300 Hickory Street Pewaukee, WI 53072	Lovewell Fencing, Inc. 21060 Holden Drive Davenport, IA 52806
Bid Security - 5%	Yes	Yes	Yes	Yes
Bidder Status Form	Yes	Yes	Yes	Yes
TOTAL BASE BID PRICE	\$36,850.00	\$41,010.00	\$53,532.00	\$54,860.00
ALTERNATE NO. 1 BID PRICE	\$10,000.00	\$47,670.00	\$69,482.00	\$12,000.00
NAME AND ADDRESS OF BIDDER	Engineer's Estimate			
Bid Security - 5%				
Bidder Status Form				
TOTAL BASE BID PRICE	\$65,000.00			
ALTERNATE NO. 1 BID PRICE	\$17,000.00			

Resolution No. 2019-88

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
EXECUTION OF THE CONTRACT FOR THE DOG PARK FENCING
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 Dog Park Fencing Project;

WHEREAS, four contractors submitted bids for the project; and

WHEREAS, the low bid for the project was from D & N Fencing in the base bid amount of \$36,850.00 and alternate number 1 bid in the amount of \$10,000.00; and

NOW, THEREFORE, BE IT RESOLVED that the Dog Park Fencing Project is authorized and the bid from D & N Fencing is hereby accepted and approved for the project at an amount of \$46,850.00 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 27th day of August, 2019.

CITY OF NORTH LIBERTY:

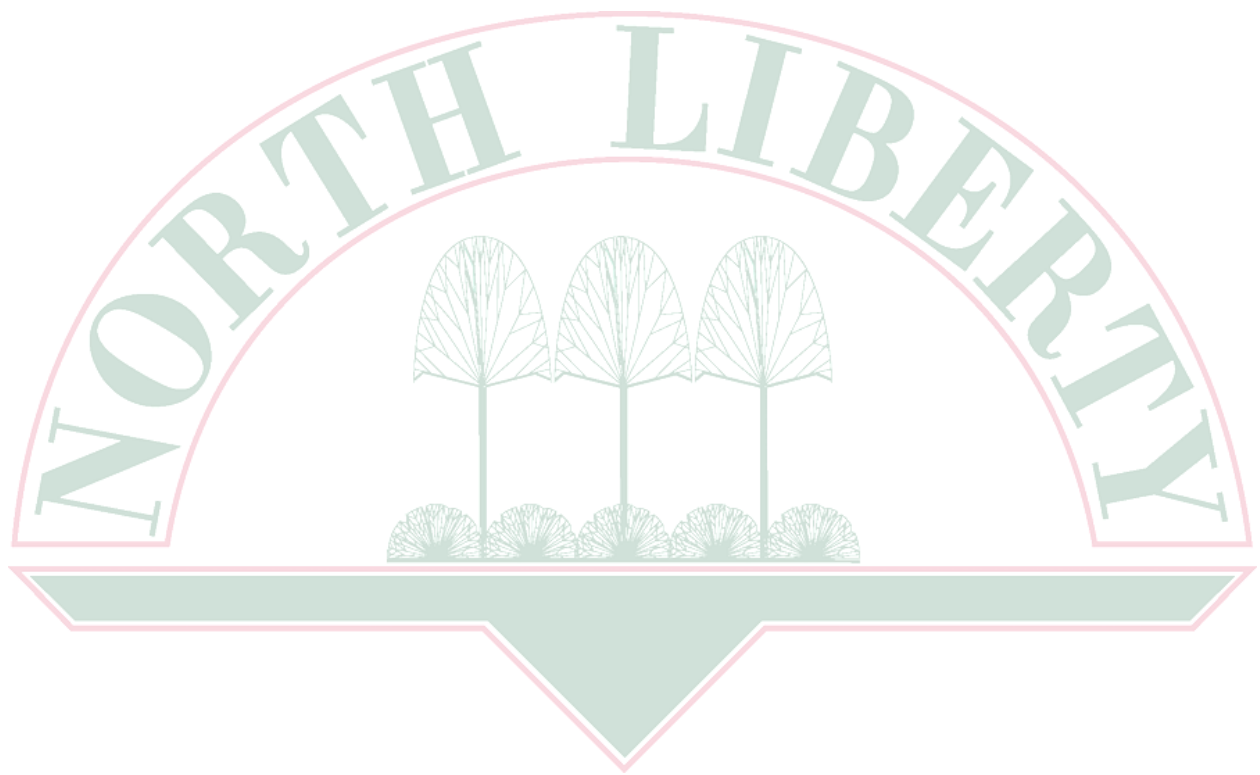
TERRY L. DONAHUE, MAYOR

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

Assessment Resolution



Resolution No. 2019-89

**RESOLUTION ASSESSING MOWING AND SIDEWALK REPAIR
FEES OWED TO THE CITY OF NORTH LIBERTY, IOWA TO
INDIVIDUAL PROPERTY TAXES**

WHEREAS, the following individuals have not paid the amounts listed below which are due and payable to the City of North Liberty, Iowa as follows:

<u>Name</u>	<u>Properties</u>	<u>Amount</u>	<u>Description</u>
David Metzler 310 N George St	0612414006	\$112.00	Sidewalk Repair
Ann M Graziano 205 N George St	0612479007	\$988.50	Sidewalk Repair
Dallas Eakes 155 N George St	0612480001	\$582.00	Sidewalk Repair
Brian Bartachek 916 Augusta Cir	0613257010	\$287.00	Sidewalk Repair
Corey T Allard 874 Augusta Cir	0613257002	\$161.00	Sidewalk Repair
Jeffrie Loring 870 Augusta Cir	0613257001	\$231.00	Sidewalk Repair
Arlene Weiland 520 Sugar Creek Ln	0613282025	\$112.00	Sidewalk Repair
Kent Jayne 502 August Cir	0613276006	\$469.00	Sidewalk Repair
Michael Davenport 255 N McKenzie Ln	0612364003	\$60.00	Sidewalk Repair
Becky Mclachlan 513 Sugar Creek Ln	0613281010	\$60.00	Sidewalk Repair
Jeff Raasch 245 Washington Ave	0612358003	\$60.00	Sidewalk Repair
Sugar Creek Lane LLC 190 Sugar Creek Ln	0613217001	\$992.00	Sidewalk R8pair
Brogosolo LLC 600 Westwood Dr	0613216003	\$560.00	Sidewalk Repair

Lynn Rhinehart 830 Prospect Ct	0613214019	\$204.00	Sidewalk Repair
Rural Housing Service 515 Augusta Cir	0613282011	\$100.00	Mowing
Rmb Real Estate LLC 125 N Front St	0612484001	\$100.00	Mowing
Silver Oak Development 465 Highway 965 South	0613283006	\$50.00	Mowing
Stephanie Bails 915 W Zeller St	0613204001	\$160.00	Sidewalk

WHEREAS, diligent effort has been made to collect said amount; and

WHEREAS, under the terms of the Municipal Code of North Liberty, Iowa, this amount is delinquent and should be certified pursuant to said Municipal Code.

NOW, THEREFORE, BE IT RESOLVED THAT that the City Clerk is hereby authorized and directed to certify to the Johnson County Treasurer the above and foregoing delinquent amount to the appropriate real property in North Liberty, Johnson County, Iowa, as hereinbefore described.

APPROVED AND ADOPTED this 27th day of August, 2019.

CITY OF NORTH LIBERTY:

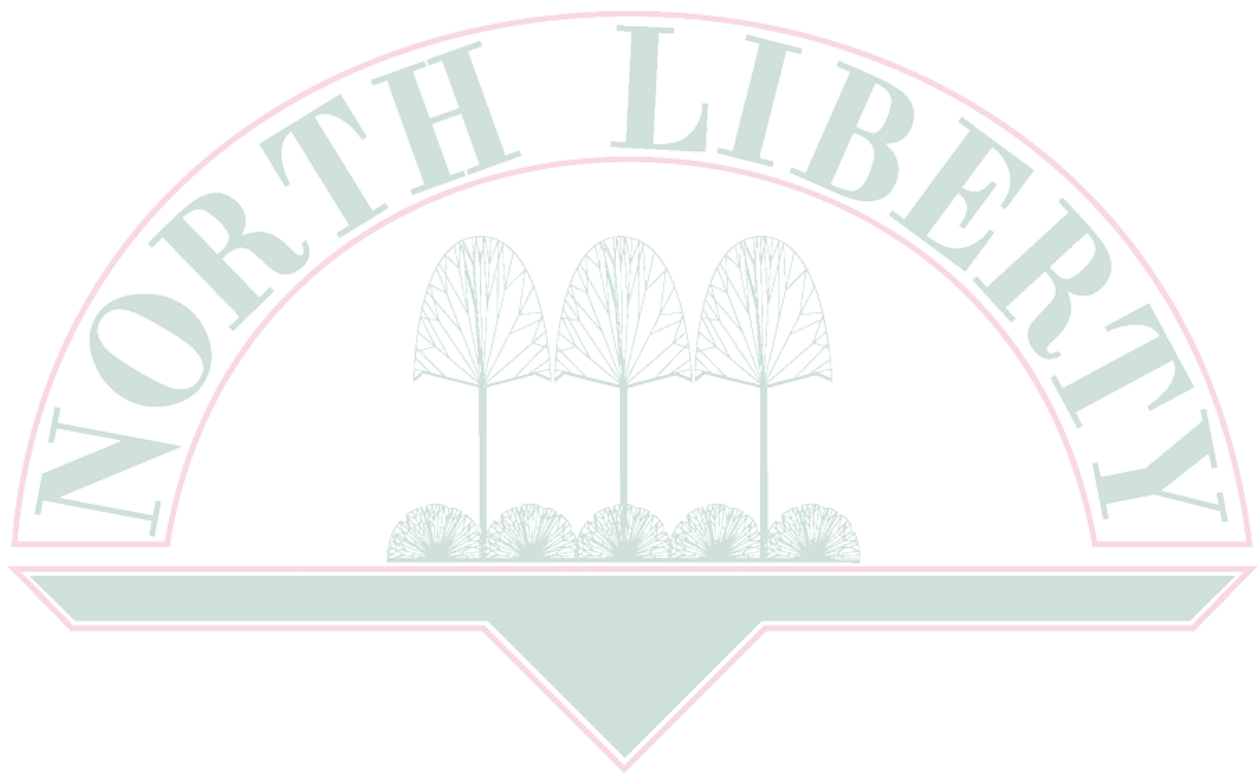
TERRY L. DONAHUE, MAYOR

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

Parking Amendment





July 16, 2019

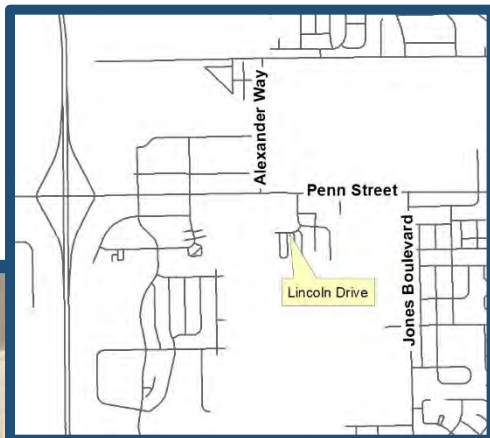
Memo

To: City Council

From: Staff

Subject: On-street parking removal, south side of Lincoln Drive.

An HOA representative from the Chesterfield Commons condominium association contacted staff to request that parking be removed from the frontage of the public street adjacent to that development. They are having problems with sight distance from the private streets, access to the group mailboxes (circled on the exhibit), and services access. After review by Streets, Police, Engineering and Planning Departments, staff recommends parking removal as shown by the orange line on the exhibit.



Resolution No. 2019-90

A RESOLUTION APPROVING PARKING CONTROL DEVICES IN THE CITY OF NORTH LIBERTY, IOWA

WHEREAS, Section 69.08 of the North Liberty Code of Ordinances authorizes the City Council to establish by resolution and cause to be placed parking control devices that prohibit or limit parking at designated locations in accordance with Chapter 69 of the City's Code; and

WHEREAS, the City Council has previously prohibited or limited parking throughout the City and has now reviewed the same.

BE IT THEREFORE NOW RESOLVED BY THE CITY COUNCIL OF NORTH LIBERTY, IOWA, that the City of North Liberty, Iowa, hereby establishes the placement of parking control devices to prohibit or limit parking for the City's street system as follows:

- No person, except persons on medical emergency calls, shall park a vehicle on any street designated to prohibit all-night parking for period of time longer than thirty minutes between the hours of 2:00 a.m. and 5:00 a.m. No person, except persons on medical emergency calls, shall park a vehicle on any street marked to prohibit parking during any other specified period for a period of time longer than fifteen minutes during the hours for which parking is prohibited on said street.
- Parking on Zeller Street will be prohibited on the north side of the street on even-numbered days between the hours of 6:00 a.m. and 6:00 p.m. and will be prohibited on the south side of the street on odd-numbered days between the hours of 6:00 a.m. and 6:00 p.m.
- Parking is prohibited at all times on both sides of Juniper Court from Hackberry Street to Juniper Street.
- Parking is prohibited on Heritage Place on the north side of the street on even-numbered days between the hours of 6:00 a.m. and 6:00 p.m. and on the south side of the street on odd-numbered days between the hours of 6:00 a.m. and 6:00 p.m.
- Parking is prohibited at all times on both sides of Jones Boulevard.
- Parking is prohibited at all times on the north side of Dickinson Drive from Dubuque Street east to the intersection with Whitman Avenue.
- Parking is prohibited on the east side of Mark Twain Court abutting Lots 14 and 16 on even-numbered days between the hours of 6:00 a.m. and 6:00 p.m. and on the south and west side of said street abutting Lots 13 through 19 on odd-numbered days between the hours of 6:00 a.m. and 6:00 p.m.
- Parking is prohibited at all times on both sides of Front Street from Dubuque Street north to the city limits.
- Parking is prohibited on the east side of Front Street between Cherry Street south to Zeller Street on even-numbered days between the hours of 6:00 a.m. and 6:00 p.m. and on the west side of Front Street between Cherry Street south to Zeller Street on odd-numbered days between the hours of 6:00 a.m. and 6:00 p.m.

- Parking is prohibited at all times on both sides of Front Street from Zeller Street south to the city limits.
- Parking is prohibited at all times on both sides of Penn Street.
- Parking is prohibited at all times on the north and east sides of Prairie Ridge Road between Sugar Creek Lane and Zeller Street and is also prohibited on the south side of Prairie Ridge Road from a point one hundred eighty-five feet west of the intersection with Sugar Creek Lane east to the intersection with Sugar Creek Lane.
- Parking is prohibited at all times on both sides of Sugar Creek Lane from Zeller Street south to the intersection with Fairview Lane, except that parking is permitted on the east side of Sugar Creek Lane from Westwood Drive to Fairview Lane.
- Parking is prohibited at all times on both sides of Hawkeye Drive between Highway 965 and Spartan Drive.
- Parking is prohibited at all times on both sides of Westwood Drive.
- Parking is prohibited at all times on both sides of Dubuque Street from Main Street north to the city limits; and from a point one hundred feet south of the intersection with Cherry Street south to the city limits.
- Parking is prohibited at all times on both sides of Liberty Way.
- Parking is prohibited at all times on both sides of Cherry Street from the CRANDIC railroad crossing west to the intersection of Highway 965, and on the south side of Cherry Street west from Highway 965 to its westerly termination.
- Parking is prohibited at all times on the east side of Emily Street and on the cul de sac.
- Parking is prohibited at all times on the east side of Hodge Street.
- Parking is prohibited at all times on the west side of Jessie Street and anywhere on the two extensions on the east side and west side of Jessie Street.
- Parking is prohibited at all times on the east side of Molly Street.
- Parking on the north side of East Hickory Street is prohibited at all times in sections between posted signs, and on the south side of East Hickory Street where posted at the inside corner approximately two hundred feet east of Front Street.
- Parking is prohibited at all times on the west side of Park View Court from the intersection of Zeller Street to a point five hundred feet south.
- Parking is prohibited at all times on the east side of North Stewart from the intersection of Penn Street to a point three hundred feet south.
- Parking is prohibited at all times on the side of Elm Ridge Drive adjacent to the properties with even-numbered addresses.
- Parking is prohibited at all times on the side of Elm Ridge Court adjacent to the properties with odd-numbered addresses.
- Parking is prohibited at all times on the side of Hawthorne Place adjacent to the properties with odd-numbered addresses.
- Parking is prohibited at all times on the side of Maple Street adjacent to properties with even-numbered addresses.
- Parking is prohibited at all times on both sides of Lions Drive.
- Parking is prohibited at all times on both sides of Hawkeye Drive.
- Parking is prohibited at all times on both sides of Commercial Drive.
- Parking is prohibited at all times on both sides of Progress Street.

- Parking is prohibited at all times on both sides of 240th Street.
- Parking is prohibited at all times on both sides of Kansas Avenue.
- Parking is prohibited at all times on both sides of Alexander Way.
- Parking is prohibited at all times on both sides of Herky Street from its intersection with Penn Street south a distance of nine hundred and ten feet.
- Parking is prohibited at all times on both sides of Stoner Court.
- Parking is prohibited at all times on both sides of Community Drive.
- Parking is prohibited at all times on both sides of Lininger Lane.
- Parking is prohibited at all times on both sides of Penn Court on both the North and West parts of the street.
- Parking is prohibited at all times on the south side of Devmont Court.
- Parking is prohibited at all times on the south side of East Jefferson Street.
- Parking is prohibited at all times on the south side of Juniper Street.
- Parking is prohibited at all times on the north side of Hackberry Street.
- Parking is prohibited at all times on both sides of Highway 965.
- Parking is prohibited at all times on the west side of Main Street.
- Parking is prohibited at all times on the south side of 236th Street between Progress Street and North Jones Boulevard and on the north side of 236th Street from Progress Street to the west 140 feet.
- Parking is prohibited at all times on both sides of 238th Street between Progress Street and North Jones Boulevard.
- Parking is prohibited on both sides of Vandello Drive between Front Street and Cook Circle; on the north side of Vandello Drive between Cook Circle and Sadler Drive; and on both sides of Vandello 60 feet from its intersection with Sadler Drive.
- Parking is prohibited on the west side of Cook Circle.
- Parking is prohibited on the south side of Pheasant Lane from Scales Bend Road to Highway 965.
- Parking is prohibited on the north side of Pheasant Lane from Scales Bend Road to Timber Wolf Drive through the duration of the Highway 965 Project.
- Parking is prohibited on Birch Street, from Front Street west approximately 320 feet to the first Stewart Street intersection.
- Parking is prohibited on the west side of Rachael Street from the intersection of Blue Sky Drive to the south to the end of the street.
- Parking is prohibited on the south side of Ashley Court from the intersection with Highway 965 to the eastern end, at the railroad property.
- Parking is prohibited on the north side of Juniper Street from the intersection with Dubuque Street for 228 feet to the west.
- Parking is prohibited on the north side of Vandello Circle around the entire curve to the south.
- ***Parking is prohibited on the south side of Lincoln Drive from Cameron Way to the west termination.***

APPROVED AND ADOPTED this 27th day of August, 2018.

CITY OF NORTH LIBERTY:

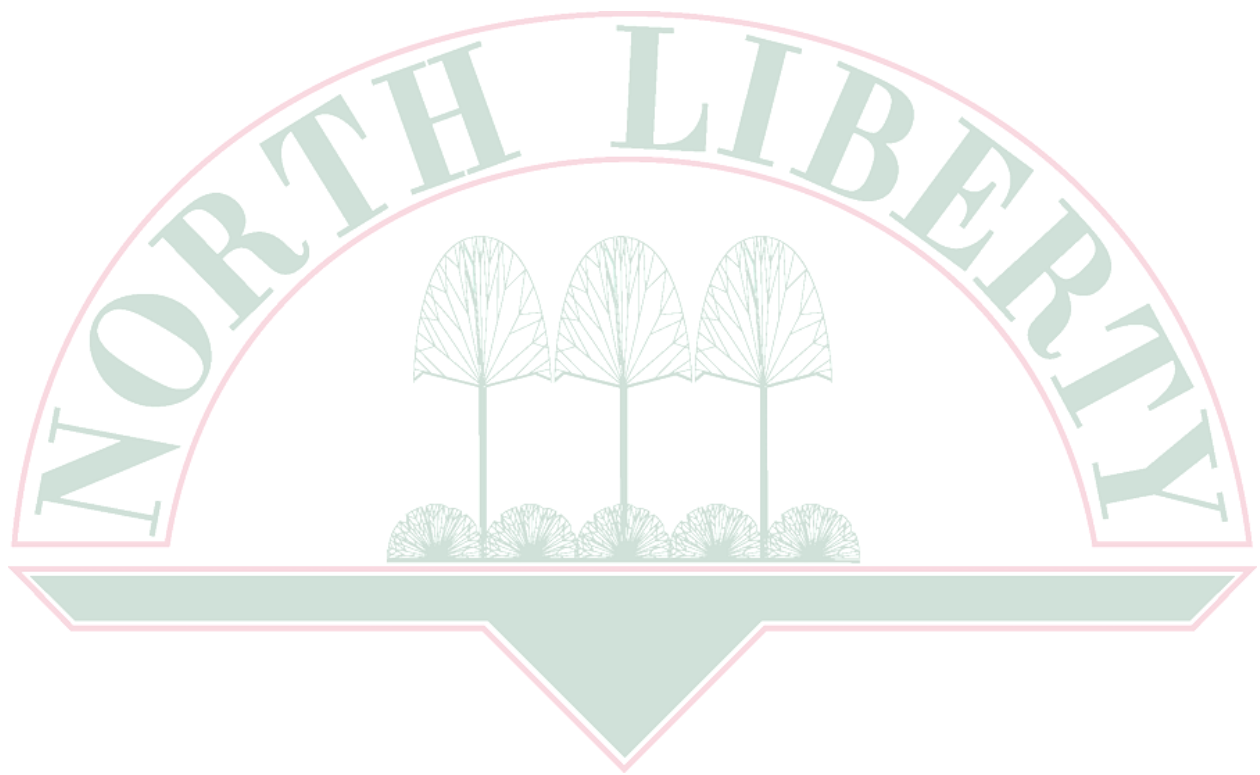
TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Speed Limits



Resolution No. 2019-91

**RESOLUTION APPROVING SPECIAL SPEED LIMITS IN
THE CITY OF NORTH LIBERTY, IOWA**

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

WHEREAS, Section 63.04 of the North Liberty Code of Ordinances authorizes the City Council to determine and adopt by resolution speed limits on its streets as it deems reasonable and safe in accordance with Chapter 63 of the City's Code;

WHEREAS, such determinations and adoptions by the City Council shall be based on engineering, traffic investigations, and other conditions at any particular location; and

WHEREAS, the City Council has previously established speed limits throughout the City and has now reviewed the same.

NOW, THEREFORE, BE IT RESOLVED, that the City of North Liberty, Iowa,

All posted speed limits in North Liberty, above or below 25 MPH. Changes highlighted.

Zone #		Road	General Location	School Zones	Regular Time	Early Out	Description	USNG Coord #1 Centerline	USNG Coord #2 Centerline
1		240th St	E of Alexander to 965				35 Mph	15TXG1568824041	15TXG1415524010
2		Alexander Way	Penn to 240th				35 Mph	15TXG1407724005	15TXG1406123209
3		Birch Ct	Approaching Front	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1663122037	15TXG1658422042
4		Birch St	Approaching Front	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1634422050	15TXG1657522042
4A		Centro Way		Christine Grant	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1619923602	15TXG1654423726
5	N	Dubuque St	965 to N of North Bend				45 Mph	15TXG1604423539	15TXG1576023849
6	N	Dubuque St	Adjacent to Penn Elementary	Penn Elementary	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1693722495	15TXG1658122865
7	Not used								
8	S	Dubuque St	W of Dahnovan Estates				35 Mph	15TXG1752021843	15TXG1804621262
9	S	Dubuque St	Unincorp section at church				35 Mph	15TXG1804621262	15TXG1844521183
10	S	Dubuque St	W of NL Rd & Fronting Liberty High	Liberty High			35 Mph	15TXG1835421183	15TXG1883121184
11	W	Forevergreen Rd	W Corp Limit to 965				35 Mph	15TXG1578919965	15TXG1254219952
12	S	Front St	Zeller to Forevergreen				30 Mph	15TXG1659819974	15TXG1657522385
13	S	Front St	Fronting North Central	North Central	8:10 am - 9:20 am 3:20 pm - 4:30 pm	8:10 am - 9:20 am 2:20 pm - 3:30 pm	20 Mph	15TXG1659819974	15TXG1659620268
14	S	Front St	Fronting Van Allen	Van Allen	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 1:15 pm 2:25 pm	20 Mph	15TXG1659620268	15TXG1659620662
15	S	Front St	Zeller to S of Hackberry	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1658321856	15TXG1657522385
16	N	Front St	N&S of E Jefferson				35 Mph	15TXG1655723397	15TXG1655323648
17	N	Front St	N of E Jefferson to E of Cedar Springs				45 Mph	15TXG1655323648	15TXG1678524002
18	N	Front St	E of Cedar Springs to Corp Limit				55 Mph	15TXG1678524002	15TXG1713024004
16	N	Front St	N of Jefferson St to Centro Way	Christine Grant	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1655823597	15TXG1654423726
17	N	Front St	N of Centro Way	Christine Grant	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1654423726	15TXG1655923838
18	N	Front St	E & W of Cedar Springs Dr				35 Mph	15TXG1665023943	15TXG1678823993
18A	N	Front St	E of Cedar Springs Dr (shared with LC)				45 Mph	15TXG1678823993	15TXG1715024002
19		Hackberry	Approaching Front	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1665421940	15TXG1658621940
20		Hickory St	Approaching Front	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1662422280	15TXG1658022278
21	N	Highway 965	N Corp Limits to N of Scales Bend				45 Mph	15TXG1466225224	15TXG1534224307
22	N&S	Highway 965	N of Scales Bend to S of Ashley				35 Mph	15TXG1534224307	15TXG1579720391
23	S	Highway 965	S of Ashley to S Corp Limits				45 Mph	15TXG1579720391	15TXG1579619966
24	N&S	Jones Blvd	Penn to Forevergreen				35 Mph	15TXG1495123192	15TXG1498119975
25	S	Kansas Ave	Fronting North Bend Elementary	Clear Creek Elementary	7:30 am - 8:45 am 3:20 pm - 4:30 pm	7:30 am - 8:45 am 12:35 pm - 1:45 pm	20 Mph	15TXG1331421756	15TXG1334021567
26	N&S	Kansas Ave	S of West Lake Rd to St Andrews				35 Mph	15TXG1342322692	15TXG1334621567
26A	S	Kansas Ave	St Andrews to Forevergreen				35 Mph	15TXG1334021567	15TXG1336019957
27B	S	Kansas Ave	Approaching St Andrews from South	Clear Creek Elementary	7:30 am - 8:45 am 3:20 pm - 4:30 pm	7:30 am - 8:45 am 12:35 pm - 1:45 pm	20 Mph	15TXG1334321420	15TXG1334021567
27		North Liberty Rd	E of Arlington to N of Dahnovan				45 Mph	15TXG1844721953	15TXG1772823207
27A		North Liberty Rd	E of Juniper to E of Arlington				35 Mph	15TXG1772823207	15TXG1739623205
27B		North Liberty Rd	Dubuque to N of Dahnovan				35 Mph	15TXG1760021753	15TXG1844721953
28		North Liberty Rd	Dubuque to S Corp Limit				35 Mph	15TXG1844521183	15TXG1844621106
29	W	Penn St	Kansas to Country Ln				45 Mph	15TXG1454623200	15TXG1331123188
30	W	Penn St	Country Ln to 965				35 Mph	15TXG1454623200	15TXG1575323201
31	W	Penn St	W Corp Limit to Kansas, EB only				45 Mph	15TXG1211123184	15TXG1249023185
32		Scales Bend Rd	N Corp Limit to 965				40 Mph	15TXG1574524198	15TXG1575425132
33		St. Andrews Dr	Fronting North Bend Elementary	Clear Creek Elementary	7:30 am - 8:45 am 3:20 pm - 4:30 pm	7:30 am - 8:45 am 12:35 pm - 1:45 pm	20 Mph	15TXG1334021567	15TXG1378521574
34		St. Andrews Dr	Kansas to Jones				35 Mph	15TXG1334621568	15TXG1496721536
35		Stewart St	Approaching Birch near Front	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1646222009	15TXG1646322045
36		Vandello Dr	Approaching Front	Van Allen	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1654620323	15TXG1659320324
37		Windsor Rd	Approaching Front	Van Allen	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1664520620	15TXG1660020620

APPROVED AND ADOPTED this 27th day of May, 2019.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

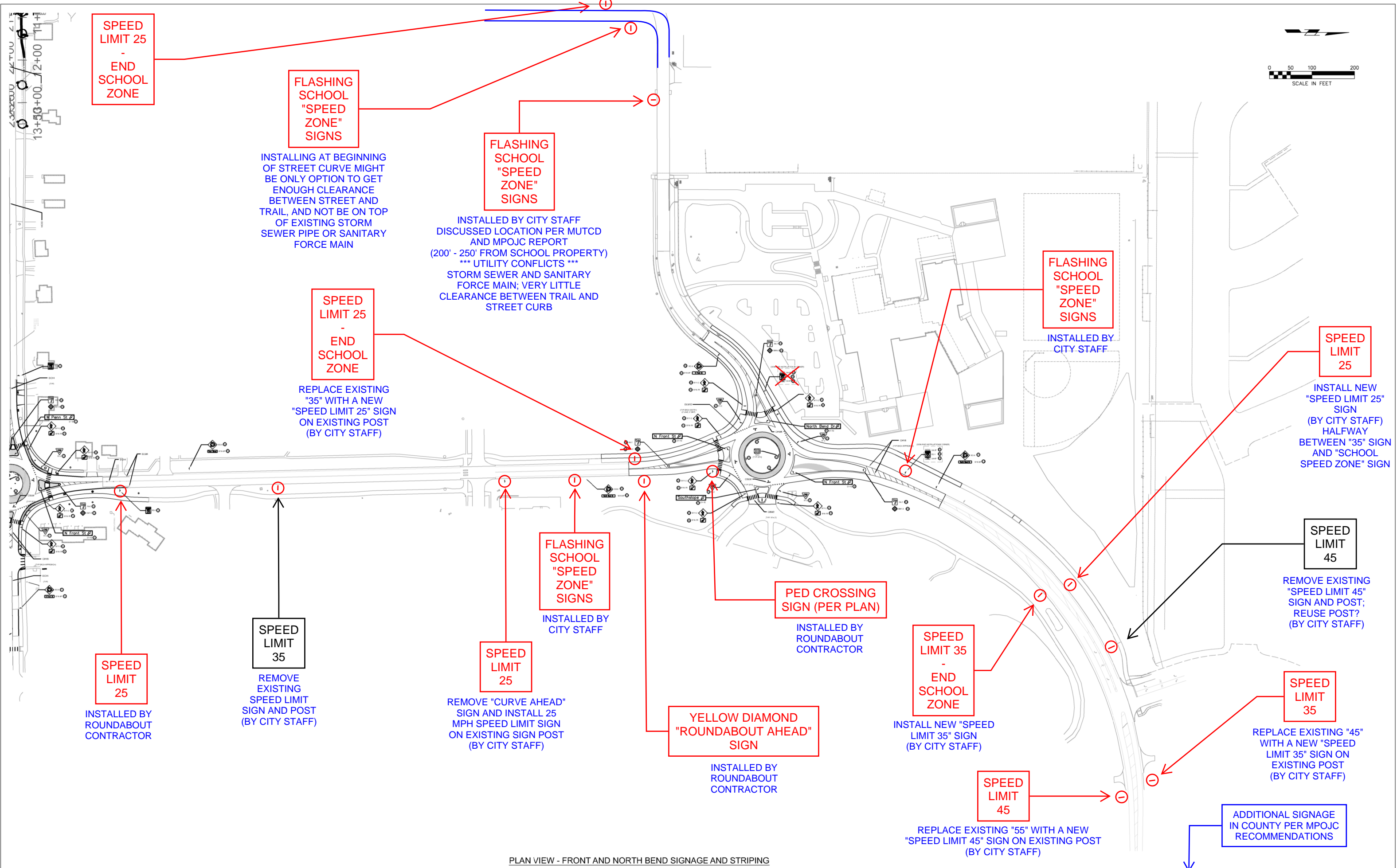
ATTEST:

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

5/16/2019 9:03:29 PM

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Urban Renewal Plan Amendment



2019 ADDITION TO THE NORTH LIBERTY
URBAN RENEWAL AREA DESIGNATION AND
PLAN HEARING

421033-75

North Liberty, Iowa

August 27, 2019

The City Council of the City of North Liberty, Iowa, met on August 27, 2019, at _____ o'clock, __.m., at the _____, in the City for the purpose of conducting a public hearing on the designation of an expanded Urban Renewal Area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of the expanded North Liberty Urban Renewal Area and on an urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the North Liberty Urban Renewal Area,” seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

Resolution No. 2019-92

RESOLUTION TO DECLARE NECESSITY AND ESTABLISH AN URBAN RENEWAL AREA, PURSUANT TO SECTION 403.4 OF THE CODE OF IOWA AND APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE NORTH LIBERTY URBAN RENEWAL AREA

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of North Liberty, Iowa (the “City”) by resolution previously established the North Liberty Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing in connection with constructing improvements to Centennial Park and Penn Meadows Park; and (b) using tax increment financing in connection with constructing street improvements to Kansas Avenue and Ranshaw Way; and

WHEREAS, notice of a public hearing by the City Council on the question of amending the Plan and designating an expanded Urban Renewal Area, was heretofore given in strict compliance with the provisions of Chapter 403, Code of Iowa, and the Council has conducted said hearing on August 27, 2019; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Johnson County, the Iowa City Community School District, and the Clear Creek Amana Community School District; the consultation meeting was held on the 13th day of August, 2019; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist in the City on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the 2019 Addition to the Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. Proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved August 27, 2019.

TERRY L. DONAHUE, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

(Attach copy of the urban renewal plan amendment to this resolution.)

EXHIBIT A
Legal Description
Expanded North Liberty Urban Renewal Area
(2019 Addition)

Certain real property situated in Johnson County, State of Iowa, more particularly described as follows:

All of the public right-of-way of Kansas Avenue from and including its intersection with St. Andrews Drive on the north and continuing south to and including its intersection with West Forevergreen Road.

• • • •

Upon motion and vote, the meeting adjourned.

TERRY L. DONAHUE, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

STATE OF IOWA
COUNTY OF JOHNSON
CITY OF NORTH LIBERTY

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of North Liberty, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating the expanded North Liberty Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS MY HAND this __ day of _____, 2019.

TRACEY MULCAHEY, CITY CLERK

CITY OF NORTH LIBERTY, IOWA
URBAN RENEWAL PLAN AMENDMENT
NORTH LIBERTY URBAN RENEWAL AREA

August, 2019

The Urban Renewal Plan (the “Plan”) for the North Liberty Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the August, 2019 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area.

2) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: North Liberty Park and Recreational Improvements Project (the “Park Improvements Project”)

Name of Urban Renewal Area: North Liberty Urban Renewal Area

Date of Council Approval of the Project: August 27, 2019

Description of Project and Project Site: The Park Improvements Project will consist of the construction of improvements to the North Liberty parks system situated in the Urban Renewal Area as described as follows:

Centennial Park: The City will undertake (i) the construction of recreational trail improvements; and (ii) the installation of playground equipment.

Penn Meadows Park: The City will undertake the (i) installation of playground equipment improvements; (ii) construction of improvements to Babe Ruth ballfield; (iii) construction of recreational trails; and (iv) installation of shade structures.

It is anticipated that the completed Park Improvements Project will have a positive impact on commerce in the Area through the provision of enhanced recreational amenities.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Park Improvements Project with either borrowed funds and/or the proceeds of an internal

advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Park Improvements Project will not exceed \$555,000.

B.

Name of Project: Kansas Avenue Improvements Project (the "Kansas Ave Project")

Name of Urban Renewal Area: North Liberty Urban Renewal Area

Date of Council Approval of Project: August 27, 2019

Description of Project and Project Site: The Kansas Ave Project will consist of the acquisition of the Property (as defined in Section 1 above) and the construction of improvements thereon, including road paving; the construction of storm water drainage improvements; the installation of water mains; and the incidental utility, landscaping, site clearance and cleanup work related thereto.

It is expected that the completed Kansas Ave Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial and industrial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire easement territory and rights-of-way as are necessary to successfully undertake the Kansas Ave Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Kansas Ave Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Kansas Ave Project will not exceed \$2,000,000.

C.

Name of Project: Ranshaw Way Improvements Project (the "Ranshaw Way Project")

Name of Urban Renewal Area: North Liberty Urban Renewal Area

Date of Council Approval of Project: August 27, 2019

Description of Project and Project Site: The Ranshaw Way Project will consist of street reconstruction and widening; the construction of curb and gutter improvements; the construction of sidewalk improvements; the addition of a turn lane; bridge reconstruction; the construction of storm water drainage improvements; and the incidental utility, landscaping, site clearance and cleanup work related thereto on and along the public

right-of-way of Ranshaw Way, commencing at its intersection with Penn Street on the north and continuing to and including its intersection with Zeller Street on the south.

It is expected that the completed Ranshaw Way Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial and industrial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire easement territory and rights-of-way as are necessary to successfully undertake the Ranshaw Way Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Ranshaw Way Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Ranshaw Way Project will not exceed \$2,200,000.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$84,128,790</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed debt to be incurred under the August, 2019	
Amendment*:	<u>\$ 4,755,000</u>

* It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

EXHIBIT A
Legal Description
Expanded North Liberty Urban Renewal Area
(August, 2019 Addition)

Certain real property situated in Johnson County, State of Iowa, more particularly described as follows:

All of the public right-of-way of Kansas Avenue from and including its intersection with St. Andrews Drive on the north and continuing south to and including its intersection with West Forevergreen Road.

Forevergreen Road Project



Form 634029 (03-17)

PURCHASE AGREEMENT

Parcel Number: 12s County: Johnson
Project Number: IMN-380-6(344)2--OE-52 Route Number: 380
Seller: Bartel Irvin Ruba , a single person

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

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


Payment Amount	Agreed Performance		Date of Performance		
\$750.00	On conveyance of title		60 days after buyer approval		
	On surrender of possession		Immediate		
	On possession and conveyance				
\$750.00	Total Lump-Sum Amount				

Breakdown	Ac/Sq. Ft.				
Land by fee title	N/A		Fence	N/A	rods woven
Underlying fee title	N/A		Fence	N/A	rods barbed
Permanent easement to Utilities of Record for utility purposes	137.62	sq. ft.			

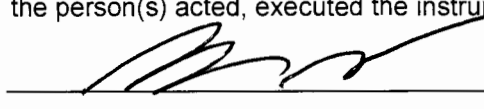
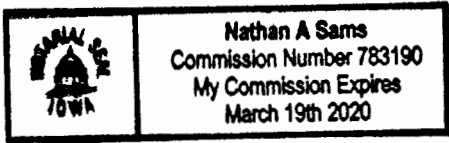
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller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

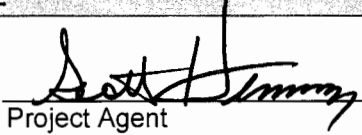
Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

signed by X


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

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> }	<input checked="" type="checkbox"/> INDIVIDUAL
COUNTY OF <u>Johnson</u> } ss:	<input type="checkbox"/> CORPORATE
On this <u>8th</u> day of <u>August</u> A.D. <u>2019</u>	Title(s) of Corporate Officer(s):
before me, the undersigned, a notary public in and for said state, personally appeared <u>Bart Ruba</u>	
<input checked="" type="checkbox"/> to me personally known; or	
<input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	<input type="checkbox"/> Corporate Seal is affixed
 (Sign in ink)	<input type="checkbox"/> No Corporate Seal procured
<u>Nathan Sams</u> (Print/type name)	<input type="checkbox"/> Limited Partnership
Notary Public in and for the State of <u>Iowa</u>	<input type="checkbox"/> General Partnership
My commission expires <u>3/19/20</u>	<input type="checkbox"/> ATTORNEY-IN-FACT
(NOTARIAL SEAL)	<input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s)
	<input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s)
	<input type="checkbox"/> Other:
	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)

BUYER'S APPROVAL	
Recommended by (Sign in ink): X 	(Date) <u>8/13/2019</u>
(Printed Name): Scott Henning	
Approved by (Sign in ink): X _____	(Date)
(Printed Name): Terry Donahue	
BUYER'S ACKNOWLEDGEMENT	
STATE OF IOWA }	
COUNTY OF JOHNSON } ss:	
On this _____ day of _____, before me, the undersigned, personally appeared <u>Terry Donahue</u> known to me to be Mayor of the City of North Liberty and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said Terry Donahue acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.	
(NOTARIAL SEAL)	Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION

GRAPHIC EXHIBIT

EXHIBIT 'B'



COUNTY JOHNSON STATE CONTROL NO. _____

PROJ. NO. IMN-380-6(344)2--OE-52 PARCEL NO. 12S

SECTION 23 TOWNSHIP 80N RANGE 7W

ROW-FEE _____ EASEMENT *137.62 SQ.FT. EXCESS-FEE _____

ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE _____

ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE _____

ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE _____

ACQUIRED FROM _____

* ACQUIRED IN THE NAME OF UTILITIES OF RECORD

CURVE SEGMENT TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	90° 19' 00"	15.00'	23.64'	15.08'	21.27'	N45°52'00"W

LINE SEGMENT TABLE		
COURSE	BEARING	DISTANCE
A	N 01°01'30" W	40.00'
B	N 00°42'30" W	15.12'
C	N 00°44'16" W	2.00'

N 1/4 Corner
23-80N-7W
Fd. Conc. Mon. as per
USPLS corner Certificate
recorded in Bk. 59 Pg.165
in the office of the
Johnson Co. Recorder

N 00°42'01" W
2642.21'
Corner-to-Corner

FOREVERGREEN ROAD
CURVE DATA
(IMN-380-6(302)2--OE-52)

Δ = 02°02'46"
D = 00°38'12"
T = 160.71'
L = 321.38'
R = 9000.00'
C = 321.36'

Fd 5/8" Rebar
0.40' west of
Section line as
monumented today
from Center to
North 1/4 Corner

Fd pin @
STA 314+68.35
CL 367.36'

JASPER AVENUE

CENTER
23-80N-7W Fd.
rebar as USPLS
Corner Cert.
as recorded in
Bk. 59 Pg.166
in the office of
the
Johnson Co.
Recorder

STA. 311+70.30
± 75.00'

STA. 313+28.80
± 67.00'

STA. 314+66.84
± 65.00'

N 89°48'27" E 138.06'
S 88°58'48" W 138.05'

Fd pin @
STA 316+04.03
CL 49.55'

N 88°58'30" E
198.23'

SOUTH LINE OF
THE SW 1/4 NE 1/4

PROPOSED CL FOREVERGREEN RD
N 88°58'38" E

PI STA 309+78.85

Fd Rebar w/yellow
cap #17344 @
STA 310+84.97
CL 50.13'

Fd Rebar w/yellow
cap #17344 @
STA 311+30.53
CL 50.02'

Fd Rebar w/yellow
cap #17344 @
STA 312+34.72
CL 49.93'

Fd Rebar w/yellow
cap #17344 @
STA 313+04.73
CL 50.09'

Fd Rebar w/yellow
cap #17344 @
STA 314+57.21
CL 50.08'

NW Corner SW 1/4
23-80N-7W
Fd. Cut "X"
as per USPLS corner Cert.
recorded in Bk. 55 Pg. 188
in the office of the
Johnson Co. Recorder

LEGEND

- (R) = Recorded
- (M) = Measured
- ▲ = Section Corner Mon.
as Noted
- = Mon. as noted per
recorded plat

N

1 in = 100'

N 00°58'50" E
1332.42'
Corner-to-Corner

SE Corner NE 1/4 SE 1/4
23-80N-7W
Fd. Pin/Yellow Cap # 8165
as per USPLS corner Cert.
recorded in Bk. 54 Pg. 135
in the office of the
Johnson Co. Recorder

COVERED BRIDGE BLVD.

Fox Valley
Part 2
BOOK 54 PAGE 116



Right of Way Design Information
THIS SHEET INCLUDED
FOR INFORMATION ONLY

ROW Team: LARSON / CUVA
ROW #: IMN-380-6(344)2--OE-52
Plan Date: 02/27/2019

Color Legend:

- Property Lines
- Temporary Easement
- Permanent Acquisition

Fireworks Ordinance Amendment



ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA, EFFECTING CONFORMITY WITH STATE LAW REGARDING PERMANENT AND TEMPORARY STRUCTURES USED FOR THE SALE OF CONSUMER FIREWORKS, AND RESTRICTING THE SALES OF CONSUMER FIREWORKS TO INDUSTRIAL ZONES.

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. AMENDMENT. Section 41.10(3)(E) of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

E. All permanent and temporary structures used for the sales of consumer firework:

~~—(1)—~~ shall meet all requirements set out in National Fire Protection Association (NFPA) Standard 1124 (2006 Edition) and all applicable provisions of the North Liberty Code of Ordinances, including but not limited to Chapter 122 ("Peddlers, Solicitors and Transient Merchants"); Chapter 157 ("Building Code"); Chapter 157 ("Fire Code"); and Section 171.03 ("Temporary Uses"); ~~and~~

~~—(2)— may hold no more than 125 net pounds of consumer fireworks at any given time.~~

SECTION 2. AMENDMENT. Chapter 168 of the Code of Ordinances of the City of North Liberty, Iowa, is amended as follows:

Delete row "Consumer Firework Sales" from Table 168.06-C – C-2-A Zone Uses.

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

SECTION 4. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on _____.

Second reading on _____.

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 _____ in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2019-17

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA, EFFECTING CONFORMITY WITH STATE LAW REGARDING PERMANENT AND TEMPORARY STRUCTURES USED FOR THE SALE OF CONSUMER FIREWORKS, AND RESTRICTING THE SALES OF CONSUMER FIREWORKS TO INDUSTRIAL ZONES

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. AMENDMENT. Section 41.10(3)(E) of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

E. All permanent and temporary structures used for the sales of consumer fireworks shall meet all requirements set out in National Fire Protection Association (NFPA) Standard 1124 (2006 Edition) and all applicable provisions of the North Liberty Code of Ordinances, including but not limited to Chapter 122 ("Peddlers, Solicitors and Transient Merchants"); Chapter 157 ("Building Code"); Chapter 157 ("Fire Code"); and Section 171.03 ("Temporary Uses").

SECTION 2. AMENDMENT. Chapter 168 of the Code of Ordinances of the City of North Liberty, Iowa, is amended as follows:

Delete row "Consumer Firework Sales" from Table 168.06-C – C-2-A Zone Uses.

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

SECTION 4. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on July 23, 2019.

Second reading on August 13, 2019.

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 _____ in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

The Preserve, Part One

Final Plat



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

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE AGREEMENT AND EASEMENT
THE PRESERVE, PART ONE**

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

SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities for The Preserve, Part One will be constructed, said real estate designated as "Storm Water Detention Easement" as shown on the Final Plat of The Preserve, Part One (the "Facilities"):

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

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

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

SECTION 3. MAINTENANCE AND REPAIR OF STORM WATER MANAGEMENT FACILITY.

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

Maintenance & Repair Plan for Wet Detention Basins

ACTIVITY	SCHEDULE	RESPONSIBLE PARTY
-Clean and remove debris from the inlet and outlet structures.	Monthly	Developer or HOA
-Mow side slopes of the pond.	As needed	Developer or HOA
Inspect for unwanted animals such as muskrats, beaver, woodchucks, skunks or other burrowing type animals. Remove pests by a licensed and insured professional.	Annually	Developer or HOA
Inspect for and eradicate woody vegetation around the dam	Annually	Developer or HOA
-Inspect for damage, paying particular attention to the outlet. -Check for signs of eutrophic conditions. -Note signs of hydrocarbon build-up and remove appropriately. -Monitor for sediment accumulation in the Facilities. The depth at the deepest part of the pond shall be measured. When the deepest depth of the pond is less than 10 feet, the pond shall be dredged to the design depth. Depth determination shall be made by a qualified individual acceptable to the City. -Examine to ensure that inlet and outlet devices are free of debris and operational. -Repair undercut or eroded areas. -Storm Sewers; inspect for clogging or collapsed pipe. Clean and repair as needed.	Annually	Developer or HOA
-Remove sediment from forebay. The forebay shall be dredged to design depth.	When 50% of volume is lost	Developer or HOA

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

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

C. The Owner is responsible for documenting maintenance and repair needs and ensuring compliance with the requirements of this ordinance and accomplishment of its purposes.

SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.

The Owner grants to the City an easement for access to the Facilities at reasonable times for periodic inspection by City or City's designee to ensure that the Facilities are maintained in proper working condition to meet City Storm Water requirements and, if necessary, and for maintenance and repair of the Facilities in accordance with the terms of this Agreement.

The Owner further grants to the City the following rights in connection with said easement:

1. The right to temporarily occupy the area on either side of the Facilities in order to grade said easement areas for the full width thereof.
2. The right from time to time, after providing reasonable notice to the Owner as provided in Section 7, to trim, cut down and clear away all trees and brush on said Facilities which now or hereafter in the opinion of the City may be a hazard to said Facilities, or may interfere with the exercise of the City's rights hereunder in any manner.

The City shall indemnify the Owner against any loss and damage which shall be caused by the negligent exercise of any said ingress or egress, construction, use or maintenance by the City or its agents or employees in the course of their employment.

The Owner reserves the right to use said Facilities for purposes which will not interfere with the City's full enjoyment of its right hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structures; plant any trees, drill or operate any well; construct any obstructions on said Facilities; or substantially add to the ground cover of said Facilities.

SECTION 5. INSPECTION OF FACILITIES.

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

to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in the Facilities, and evaluating the condition of the Facilities.

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

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

SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.

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

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

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall the Owner be deemed acting as the City's agent during the original construction and installation of said improvement. The parties agree that the obligation to install the public improvement herein shall be in accordance with City specifications, and the obligation shall remain on the Owner until completion by the Owner, and until acceptance by the City, as provided by law.

SECTION 8. ENFORCEMENT AND APPEALS.

A. Building and occupancy permits shall not be issued until the Facilities have been constructed by the Owner and inspected and approved by the City; however, upon request of the Owner and prior to completion of the Facilities, the City may, in its discretion, conditionally approve the Facilities, subject to certain terms and the posting of sufficient security in accordance with Subsection 180.11(8)(A)(2) of the City's Subdivision Ordinance. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a

reasonable time after notice, City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

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

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

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

C. Only upon completion of the Facility and, further, upon inspection and approval of the Facility by the City shall the Owner have the right to assign all of its obligations under this Agreement to a homeowners association or the successor title holder of the property described in Section 1.A of this Agreement. Such assignment shall occur automatically upon recorded conveyance of the property by deed, contract or Declaration of Submission of Property to Horizontal Property Regime pursuant to Iowa Code Chapter 499B.

SECTION 10. FEES.

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

SECTION 11. NOTICES.

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

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

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

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

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

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

SECTION 12. SUCCESSORS AND ASSIGNS.

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

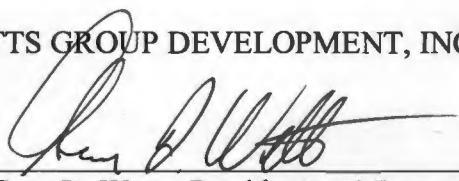
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DATED this ____ day of _____, 2019.

CITY OF NORTH LIBERTY, IOWA

WATTS GROUP DEVELOPMENT, INC.

By: _____
Terry L. Donahue, Mayor

By: 
Gary D. Watts, President and Secretary

(seal)

ATTEST: _____
Tracey Mulcahey, City Clerk

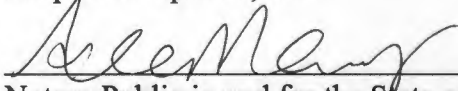
STATE OF IOWA, JOHNSON COUNTY: ss

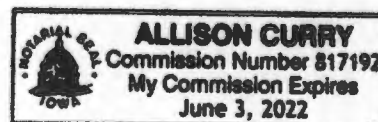
On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North 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 _____, 2019; 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
My Commission Expires: _____

STATE OF IOWA, JOHNSON COUNTY, ss:

This instrument was acknowledged before me on the 20 day of August, 2019, by Gary D. Watts as President and Secretary of Watts Group Development, Inc.


Notary Public in and for the State of Iowa
My Commission Expires: 6/3/22



Resolution No. 2019-94

**RESOLUTION APPROVING THE STORMWATER
MANAGEMENT FACILITY MAINTENANCE
AGREEMENT AND EASEMENT BETWEEN THE CITY OF
NORTH LIBERTY AND WATTS GROUP
DEVELOPMENT, INC. THAT ESTABLISHES THE TERMS
AND CONDITIONS UNDER WHICH STORMWATER
MANAGEMENT FACILITIES WILL BE MAINTAINED
FOR THE PRESERVE, PART ONE IN THE CITY OF
NORTH LIBERTY, IOWA**

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

WHEREAS, the terms and conditions for the maintenance of the stormwater management facilities in The Preserve, Part One have been set forth in an Agreement between the City of North Liberty ("City") and Watts Group Development, Inc. ("Owner");

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

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and North Liberty the owner is approved for the development of The Preserve, Part One, North Liberty, Iowa.

APPROVED AND ADOPTED this 27th day of August, 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

LOCATION: A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	SUBDIVIDER: WATTS GROUP DEVELOPMENT INC 425 E OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR: JAMES E. LICHTY P.L.S MMS CONSULTANTS INC, 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	PROPRIETOR: WATTS GROUP DEVELOPMENT INC 425 E OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DATE OF SURVEY: 01-12-2019	DOCUMENT RETURN INFORMATION: ATTORNEY: SUBDIVIDER'S ATTORNEY: MICHAEL J. PUGH 425 E. OAKDALE BLVD, SUITE 201 CORALVILLE, IOWA, 52241





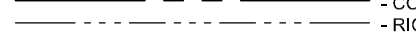
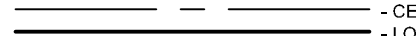
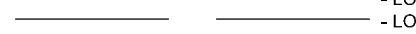
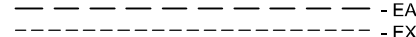


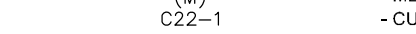

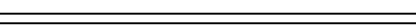



FOR COUNTY RECORDER'S USE

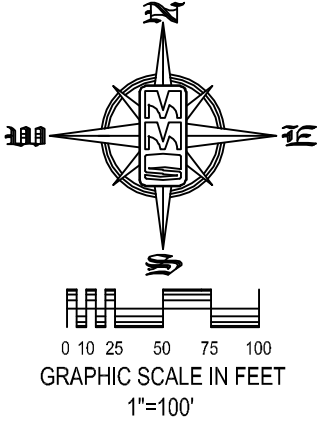
FINAL PLAT

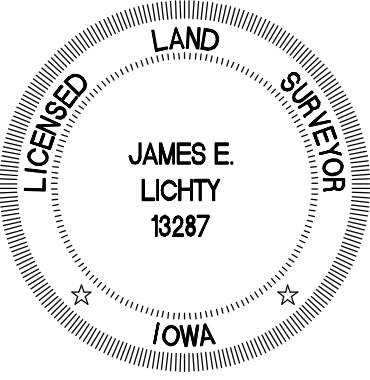
THE PRESERVE, PART ONE

TO NORTH LIBERTY, JOHNSON COUNTY, IOWA

(SHEET 2 OF 2)

LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- 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
	- MINIMUM BUILDING SETBACK LINES
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS	



	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	_____, 20 ____ JAMES E. LICHTY P.L.S. Iowa Lic. No. 13287 My license renewal date is December 31,_____, 20 ____
	Pages or sheets covered by this seal: _____ _____ _____
	SEAL

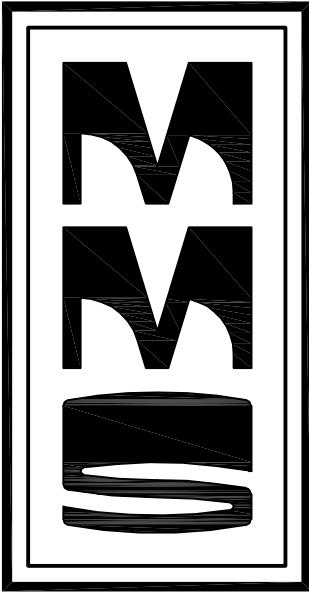
DESCRIPTION - THE PRESERVE - PART 1

I CERTIFY THAT DURING THE MONTH OF MAY, 2019, AT THE DIRECTION OF WATTS GROUP DEVELOPMENT INC., A SURVEY WAS MADE OF A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the West Quarter Corner of Section 14, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N88°56'48"E, along the North Line of the South half of said Section 14, a distance of 328.50 feet, to the Point of Beginning; Thence continuing N88°56'48"E, along said North Line, 1050.50 feet, to the Northwest Corner of the Parcel of Land Conveyed by Warranty Deed as Recorded in Book 1077 at Page 510 of the Records of the Johnson County Recorder's Office, Thence S01°03'12"E, 466.70 feet, to the Southwest Corner thereof; Thence S00°51'44"E, 195.07 feet; Thence S89°08'16"W, 31.18 feet; Thence S00°51'44"E, 103.13 feet; Thence S89°08'16"W, 320.00 feet; Thence S00°51'44"E, 367.52 feet; Thence N89°08'16"E, 20.14 feet; Thence S00°51'44"E, 198.28 feet, to a Point on the North Line of Auditor's Parcel 2019013, in accordance with the Plat thereof Recorded in Plat Book 62 at Page 356 of the Records of the Johnson County Recorder's Office; Thence S89°15'31"W, along said North Line, 207.43 feet; Thence N89°18'37"W, along said North Line, 103.75 feet; Thence S87°41'31"W, along said North Line, 156.82 feet; Thence S89°05'48"W, along said North Line, 541.19 feet, to a Point on the East Line of Parcel of Land Conveyed by Warranty Deed as Recorded in Book 5846 at Page 110 of the Records of the Johnson County Recorder's Office; Thence N00°46'20"W, along said East Line, 1021.29 feet; Thence N56°07'35"E, along said East Line, 132.00 feet; Thence N81°58'18"E, along said East Line, 177.00 feet; Thence N01°03'12"W, along said East Line, 33.00 feet, to the Point of Beginning. Said Tract of Land contains 35.88 Acres, and is subject to easements and restrictions of record.

Signed before me this ____ day of _____, 20____.
_____ Notary Public, in and for the State of Iowa.

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



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
5-17-2019	PER JEL REVIEW - RLW
7-12-2019	ADDED EASEMENTS PER DAM - RLW
8-14-2019	ADDED OUTLOTS PER DAM - NPB
08-23-19	REVISED PER CITY REVIEW -JDM

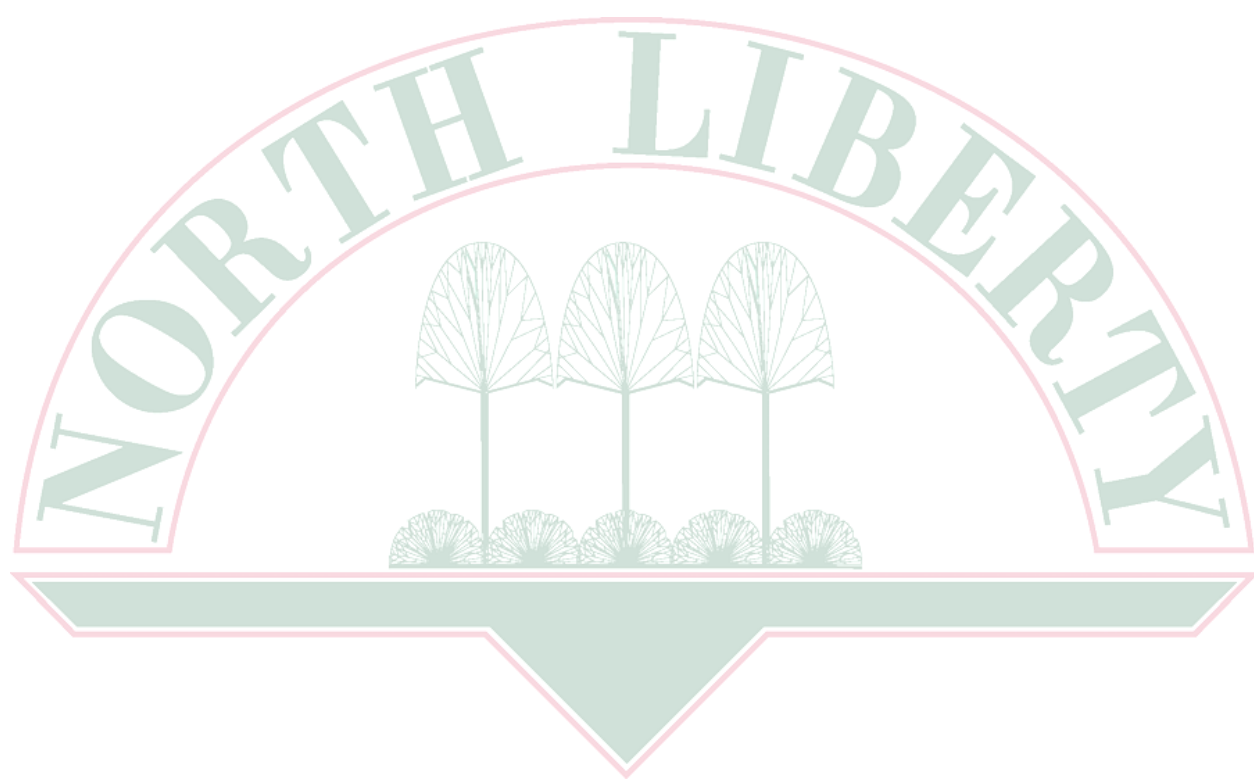
FINAL PLAT

THE PRESERVE PART ONE

NORTH LIBERTY
JOHNSON COUNTY
IOWA
MMS CONSULTANTS, INC.

Date:	05-14-2019
Designed by:	Field Book No: 1202
Drawn by: RLA	Scale: 1"=100'
Checked by: RLW	Sheet No:
Project No: JEL	2
IOWA CITY	of: 2
1331-569	

Additional Information





July Financial Report

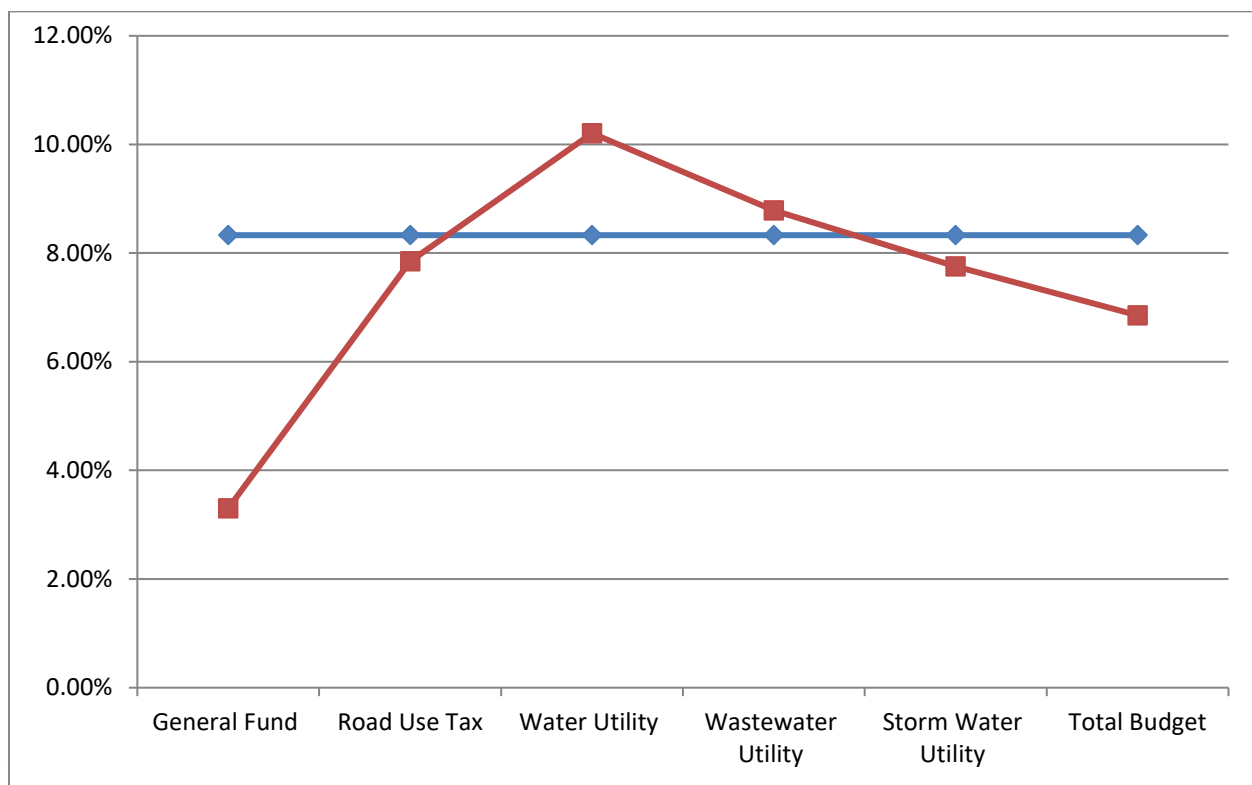
July 31, 2019

City staff are pleased to submit the unaudited monthly financial report for the month of July 2019. At the end of the month, the City was 8.33% through the budget year. Total revenues received for the month were \$3,425,176.81. Total expenditures for the month were \$4,821,677.73. The total cash balance as of July 31, 2019 was \$13,150,474.40.

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

Revenues

The following chart demonstrates the condition of the City's budgeted revenues as of July 31, 2019:

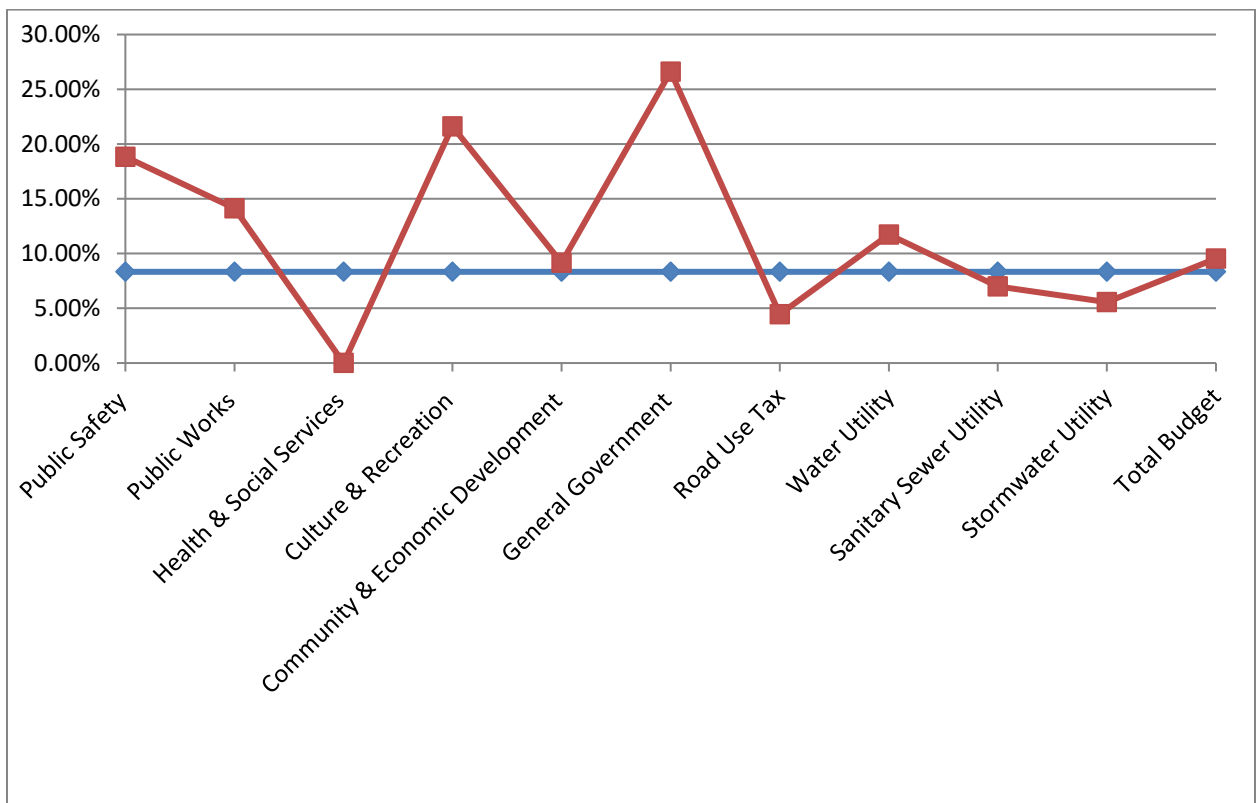


- This chart represents the historical view at the end of the month.
- The General Fund is below the budget projection at 3.30%. The first installment of property taxes, the primary funding source in this fund, will be received in October.
- Utility revenues are all on track.
- Overall revenues are below the 8.33% of the fiscal year principally due to property tax receipts being later in the fiscal year.

Overall revenues for the fiscal year are \$3,425,176.81, 6.85% of the budgeted amount.

Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of July 31, 2019:



- Public Safety, Culture and Recreation and General Government are all higher than expected due to fund balance allocation transfers from FY 18. These offsets will be remedied with an upcoming amendment.
- Health and Social Services shows no expenditures as no social service grants have been issued. The checks will be issued after the August 27, 2019 Council meeting.

Year to date total expenditures are \$4,821,677.73 or 9.54% of the projected budget amounts. This amount is right on par for the portion of the fiscal year completed.

Treasurer's Report

Following is the Treasurer's Report for July. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 5,235,373. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

CITY OF NORTH LIBERTY

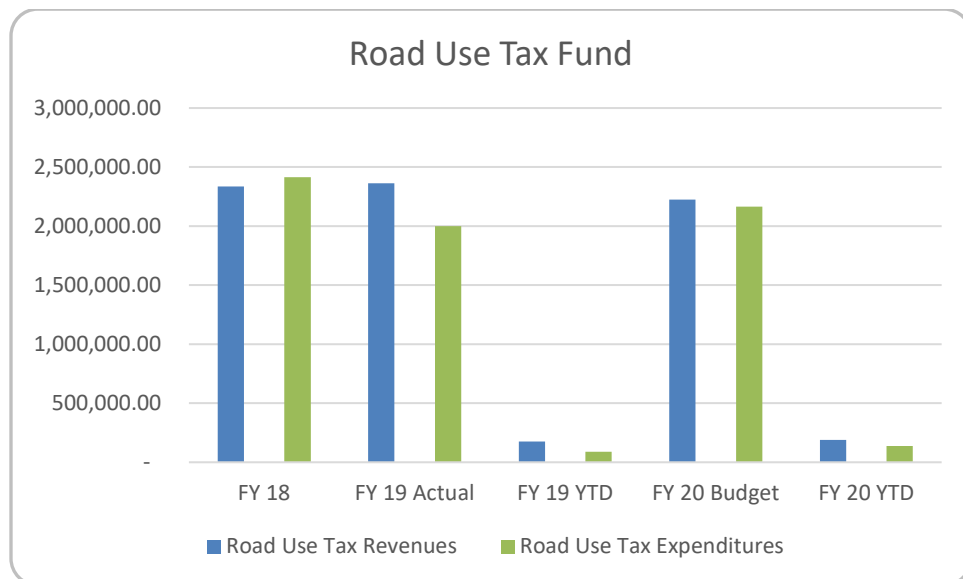
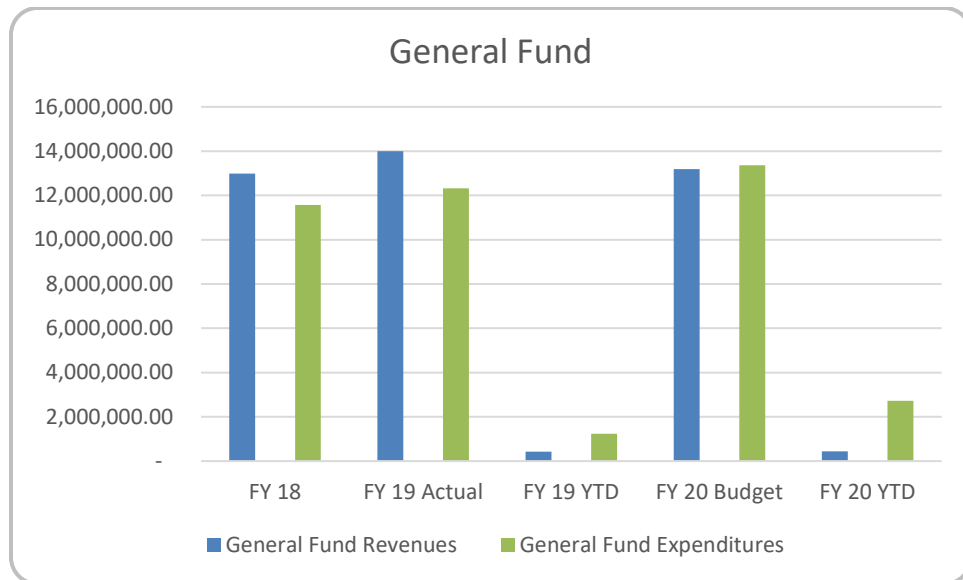
TREASURER'S REPORT

July 31, 2019

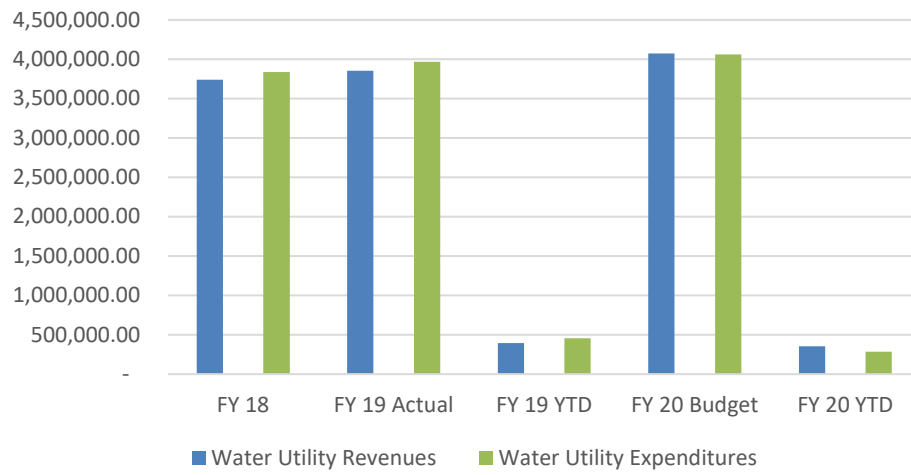
FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	07/01/2019			07/31/2019
GENERAL	10,364,740.41	1,597,473.11	2,785,089.44	9,177,124.08
SPECIAL REVENUE	3,364,804.47	231,400.07	138,290.21	3,457,914.33
DEBT SERVICE	355,750.48	6,564.87	0.00	362,315.35
CAPITAL PROJECTS	-9,189,163.28	410,412.56	1,180,801.46	-9,959,552.18
WATER ENTERPRISE	3,925,022.31	516,882.17	318,596.47	4,123,308.01
WASTEWATER ENTERPRISE	5,571,345.66	644,099.26	387,762.31	5,827,682.61
STORM WATER ENTERPRISE	154,139.05	18,680.99	11,137.84	161,682.20
TOTAL	14,546,639.10	3,425,513.03	4,821,677.73	13,150,474.40

Summary Charts

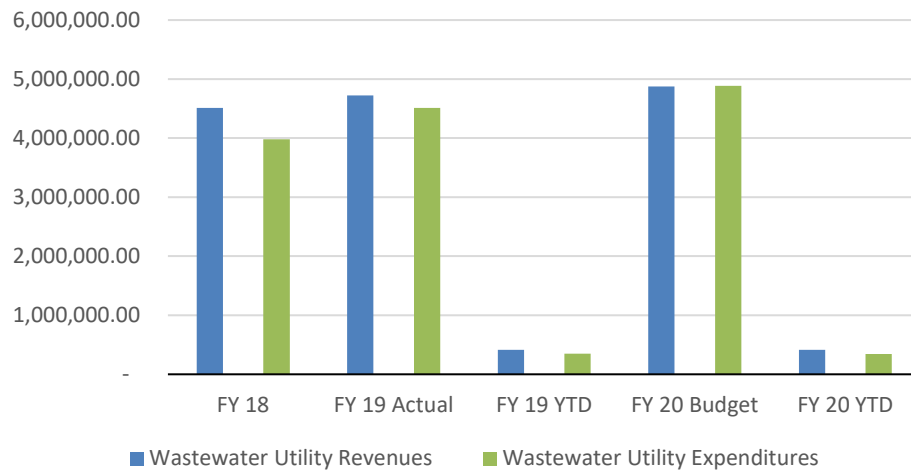
Following are comparison charts of revenues and expenditures for the past two fiscal years, this fiscal year's budget and this fiscal year to date.

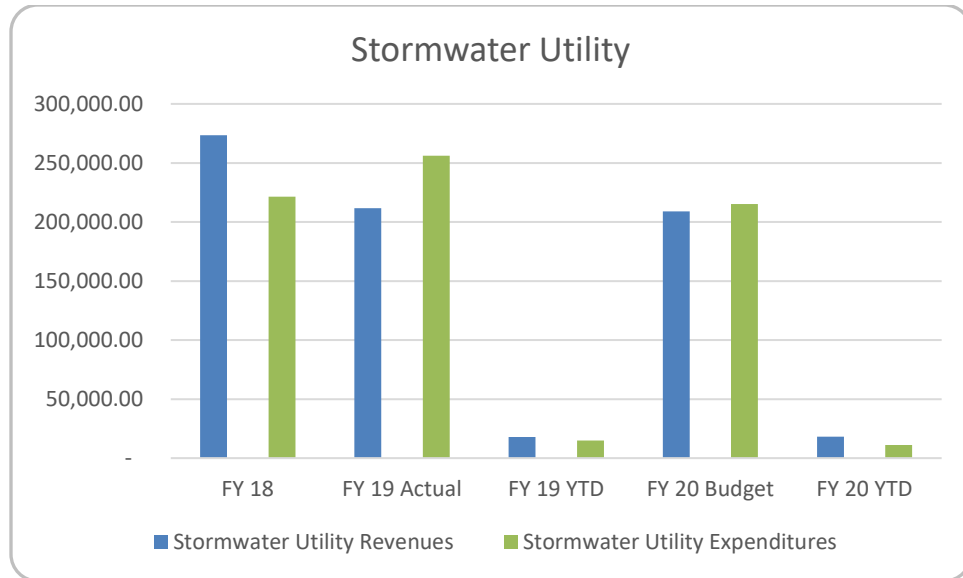


Water Utility



Wastewater Utility





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

Date: February 9th, 2018

To: Dean Wheatley; City of North Liberty
Kevin Trom; Shive-Hattery

From: Darian Nagle-Gamm; Sr. Transportation Engineering Planner

Re: North Bend Drive Elementary School Transportation Impact Study

You asked the MPO to evaluate what transportation improvements may be necessary to support a new elementary school on a future extension of North Bend Drive in North Liberty as shown in **Figure 1**. This analysis was predicated on the concept for the elementary school as reflected in **Figure 2** (page 2) provided by the Iowa City Community School District. The study reviews external and internal circulation at the school site including vehicular and bus access, bicycle and pedestrian accommodations, potential turn lanes and traffic control at the proposed Front Street / North Bend Drive / South Slope intersection, an analysis of impacts to the Penn Street / Front Street intersection and an overview of the general impact of the school on area traffic circulation.

Location

The Iowa City Community School District has purchased property for a new elementary school located on a proposed extension of North Bend Drive, just west of the South Slope campus on Front Street as show in yellow in **Figure 1**.

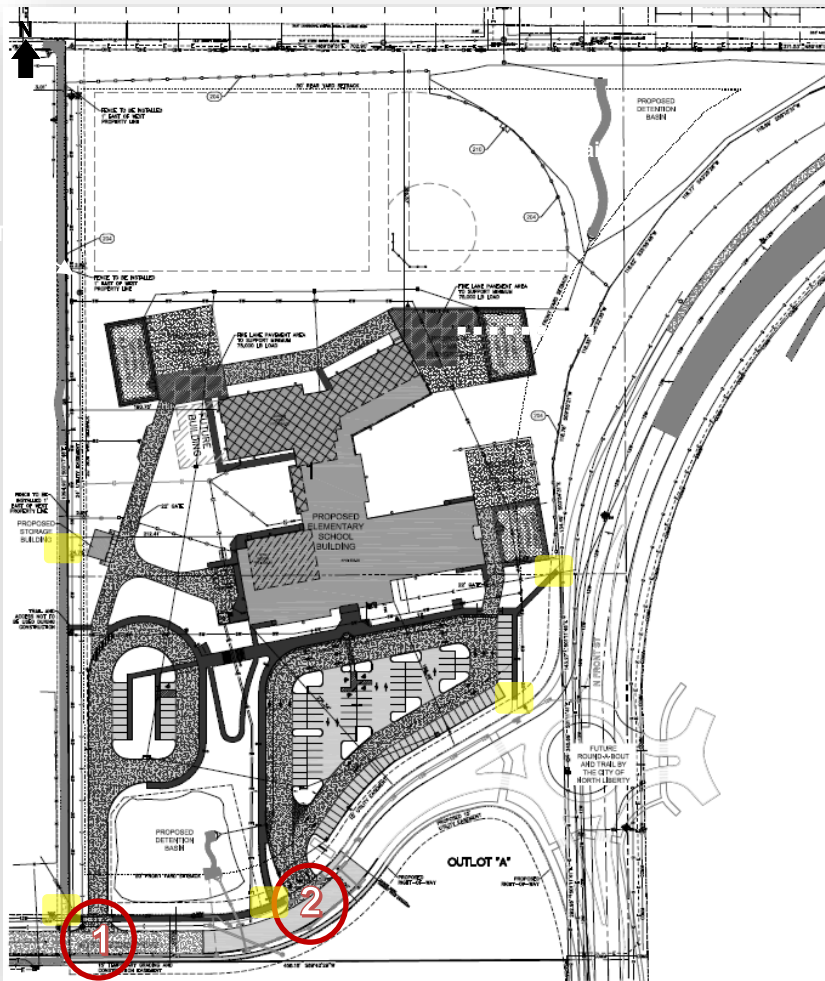
Points of Access

North Bend Drive currently terminates east of the Centro property, adjacent to the proposed school site. The plan is to extend North Bend Drive east to Front Street creating a new intersection at the South Slope driveway coincident with the opening of the school. The concept, shown in **Figure 2**, indicates two points of access for the proposed elementary school along North Bend Drive.

Figure 1: Proposed elementary school and existing bike and pedestrian facilities



Figure 2: Elementary School with Roundabout Concept



Internal Circulation

Two distinct parking lots featuring circular drives are designed to provide vehicular access to the school. The westernmost lot (**Figure 2; Access 1**) will include a pick-up/drop-off loop for buses only while a few parking spaces will be designated for visitor and staff parking. The easternmost lot (**Figure 2; Access 2**) will include a parent pick-up/drop-off loop with parking spaces designated for parent and staff parking. Separating bus traffic from vehicular traffic helps improve pedestrian safety and maximizes pick-up/drop-off efficiency. Locating the driveways as far from Front Street as possible will be beneficial in that it will allow for queuing.

Bicycle & Pedestrian

As shown on **Figure 2**, pedestrians will access the school property by one of five sidewalk access points highlighted in yellow along North Bend Drive, Front

Street, and along the trail that runs the western length of the school. Sidewalk connections from these points provide safe access to the school's front entrance. Staff also recommends the school district complement the pedestrian facilities with additional sidewalk extensions from the front of the school to the hard surface play areas behind the school. These pedestrian connections will ensure there is adequate access between the front and back of the school and also between the back-of-school amenities (playgrounds, open play areas) and the trail systems that connects the school to adjacent neighborhoods.

Several trails will serve bicycle and pedestrian traffic for the proposed school. The Iowa River Corridor trail runs the length of Front Street, however it crosses from east to the west side of the road at Jefferson Street (a block south of the proposed school). The trail crossing currently has "Bicycle Crossing" signage and continental crosswalks as shown in **Figure 1**. This could serve as a designated school crossing for pedestrians living east of Front Street or a school crossing could be designated at the new North Bend Drive intersection so long as proper sidewalk connections and pedestrian facilities are constructed. There is also a trail that follows Dubuque Street north from Penn Street that crosses from west to east at a mid-block location (also with "Bicycle Crossing" signs and continental crosswalks) north of Copeland Lane. The trail then veers eastward following North Bend Drive until a point just east of the Centro property where it crosses North Bend Drive mid-block (no signage or continental crosswalks) and continues north providing access to residential subdivisions.

Existing Conditions

Front Street Average Daily Traffic & Traffic Speeds

Figure 3 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 proposed 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 3: Average Daily Traffic, 85th Percentile Speeds, and Speed Limits on Front Street



Peak Hour Traffic Counts

Peak hour turning movement traffic count data was collected at the intersection of Front Street and the South Slope driveway during the AM (7:15 – 8:15) and School PM peak (2:30 – 3:30) periods on October 31st and November 1st, 2017 respectively as shown in **Figures 4 and 5**.

Figure 4: AM Peak Hour Traffic

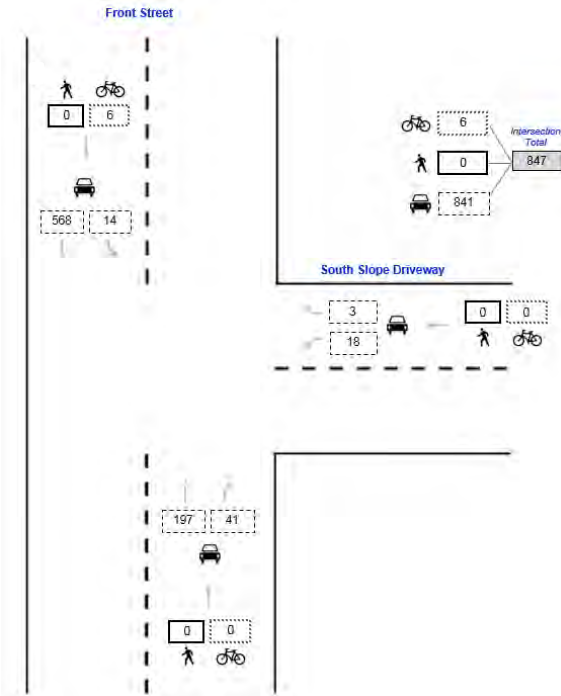
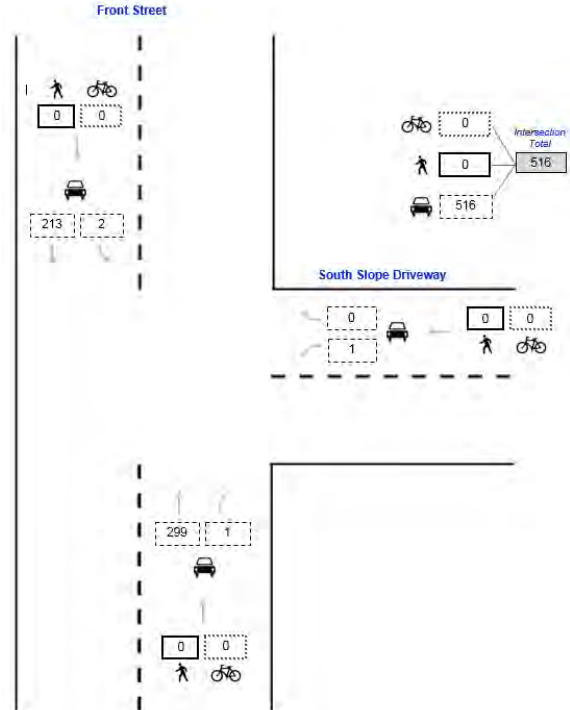


Figure 5: School PM Peak Hour Traffic



Visibility

Visibility at the proposed intersection of Front Street / North Bend Drive / South Slope driveway is reasonably good with little obstruction, although there is a pronounced curve in the road to the northeast as shown in **Image 1** and **2**. Sight distance was measured at approximately 945' to the north (around the curve) and near 1,750' to the south - to the intersection with Penn Street. Recommended stopping sight distance at speeds of 50 mph is 425' per AASHTO standards. This location maximizes visibility for eastbound drivers exiting the proposed North Bend Drive extension and westbound drivers leaving the South Slope property.

Image 1: The view north on Front Street at proposed intersection with South Slope



Image 2: The view south on Front Street at proposed intersection with South Slope



Assumptions

The Iowa City Community School District estimates that on opening day the school will host 633 kindergarten through 6th grade students, 30 preschoolers, and 25-30 staff members. The School District indicated that 85% of the enrollment area is expected to come from north of Penn Street with 15% coming from south of Penn Street.

All school related traffic must access the site via one of two arterial street intersections – the Dubuque Street / North Bend Drive intersection to the west or the proposed Front Street / North Bend Drive / South Slope intersection to the east. Staff evaluated the distribution of households north and south of Penn Street to further estimate where traffic may be drawn from. This information was used to develop the following assumptions about how traffic is likely to be distributed near the school on “opening day”.

AM Peak Hour: Entering Traffic

- 50% will come from the northwest using Dubuque Street and North Bend Drive
- 35% will come from the northeast using Front Street and North Bend Drive
- 5% will come from the southwest using Dubuque Street and North Bend Drive
- 10% will come from the southeast using Front Street and North Bend Drive

AM Peak Hour: Exiting Traffic

- 55% of total exiting traffic will use the Dubuque Street / North Bend Drive intersection
 - 25% will head northbound on Dubuque Street
 - 75% will head southbound on Dubuque Street
- 45% will use Front Street / North Bend Drive intersection
 - 25% will head northbound on Front Street.
 - 75% will head southbound on Front Street.

School PM Peak Hour: Entering Traffic

- 50% of total entering traffic will be generated from households
 - 50% will come from the northwest using Dubuque Street and North Bend Drive
 - 35% will come from the northeast using Front Street and North Bend Drive.
 - 5% will come from the southwest using Dubuque Street and North Bend Drive
 - 10% will come from the southeast using Front Street and North Bend Drive.
- 50% will be generated from employment centers to the south
 - 50% will use the Dubuque Street and North Bend Drive intersection
 - 50% will use the Front Street / North Bend Drive intersection

School PM Peak Hour: Exiting Traffic

- 55% of total exiting traffic will use the Dubuque Street / North Bend Drive intersection
 - 50% will head northbound onto Dubuque Street
 - 50% will head southbound onto Dubuque Street
- 45% will use Front Street / North Bend Drive intersection
 - 50% will head northbound onto Dubuque Street
 - 50% will head southbound onto Front Street

PM Peak Hour: Entering & Exiting Traffic

- 50% of total traffic will enter / exit using Dubuque Street / North Bend Drive intersection
- 50% of total traffic will enter / exit using Front Street / North Bend Drive intersection
 - At each intersection 50% of vehicles will come from the south, 50% from the north
 - Vehicles assumed to return to the direction they travelled from

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**)ⁱ. 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 6 reflects the number of vehicle trips that are expected to be added to network traffic by intersection and movement on opening day at the arterial intersections of Front Street / North Bend Drive / South Slope and Dubuque Street / North Bend Drive.

Figure 6: Estimated New AM and School PM Traffic Volumes Generated by Elementary School



Front Street / North Bend Drive / South Slope Peak Hour Turning Movements

Figure 7 and 8 reflect the existing and year 2045 turning movement counts expected at the proposed intersection during the AM and School PM peak hours. The 2045 volumes were generated using ITE Trip Generation calculationsⁱⁱ, 2% annual growth rate (existing legs), and the 2045 Travel Demand Model (proposed leg).

Figure 7: AM Peak Hour Traffic Volumes: Existing and Year 2045 Forecast

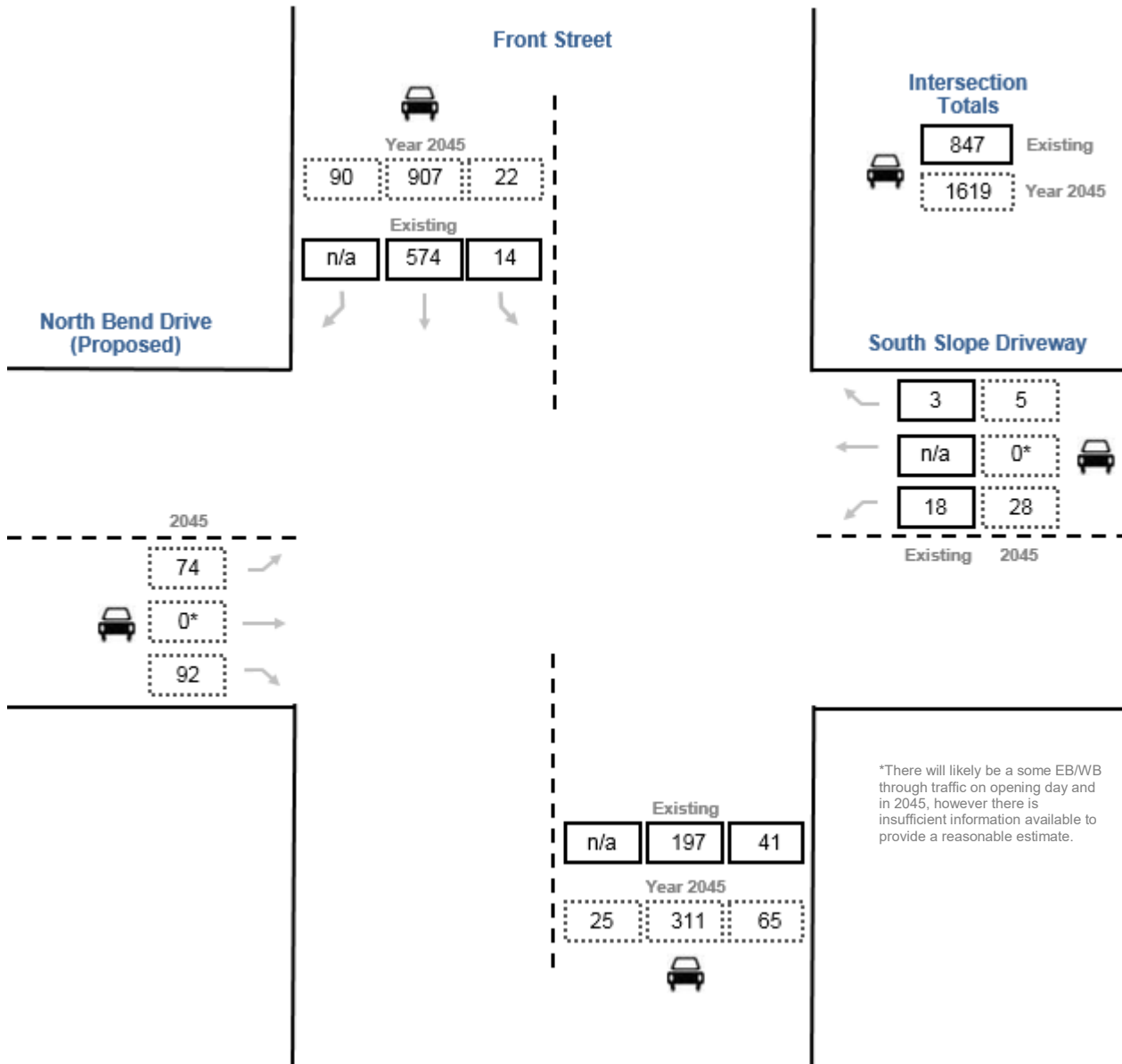
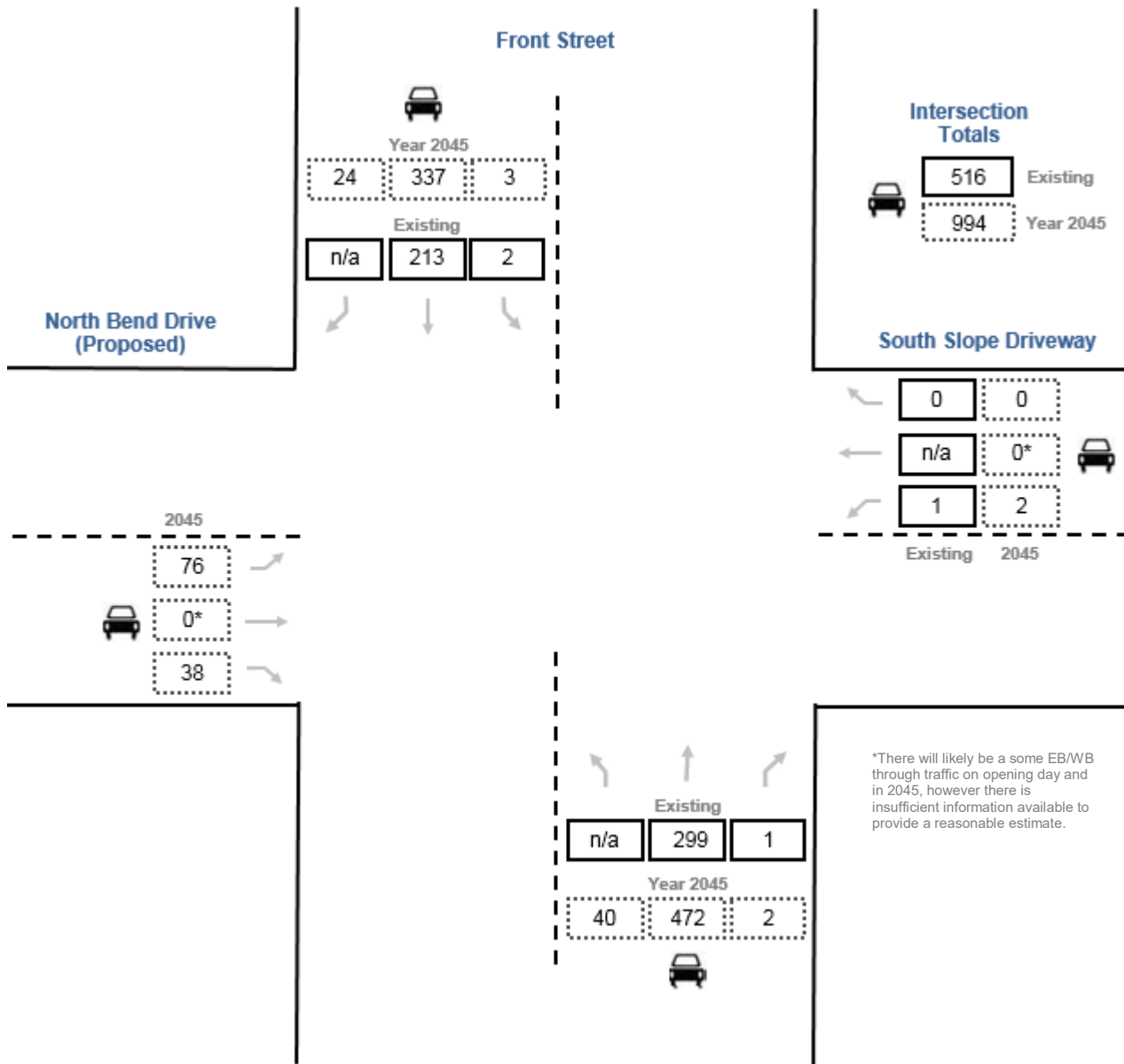


Figure 8: School PM Peak Hour Traffic Existing and Year 2045 Forecast



Front Street / North Bend Drive / South Slope Intersection Turn Lane Analyses

Staff evaluated whether left or right-turn lanes may be warranted under a traditional four-way intersection configuration at the Front Street / North Bend Drive / South Slope intersection in the year 2045. As shown in **Table 2**, turn lane demand is greatest during the AM peak hour when school traffic coincides with commuter traffic. The elementary school PM peak hour, mid-afternoon between 2:30 – 3:30 PM, carries much less traffic as the afternoon commuter peak is not yet underway.

By the year 2045, left and right-turn lanes will be warranted for the southbound approach, and a left-turn lane will be warranted for the northbound approach. Eastbound turn lanes are not warranted from a peak hour traffic volume perspective; however North Liberty may wish to consider the installation of turn lanes (if a traditional four-way intersection is desired – a roundabout would negate the need for turn lanes) as much of daily school traffic occurs during 20-30 minute spikes. Adding a left-turn lane to the eastbound leg would improve traffic flow at the intersection and reduce delays during daily traffic spikes and also during school events.

More information on individual turn lane warrants is available in the appendix.

Table 2: Intersection Turn Lane Warrants

Approach	Time of Day	Lane	Warranted 2045
Southbound	AM Peak	Left-Turn	Yes
		Right-Turn	Yes
	School PM Peak	Left-Turn	No
		Right-Turn	No
Northbound	AM Peak	Left-Turn	Yes
		Right-Turn	No
	School PM Peak	Left-Turn	Yes
		Right-Turn	No
Eastbound	AM Peak	Left-Turn	No
		Right-Turn	No
	School PM Peak	Left-Turn	No
		Right-Turn	No

Stop Control Evaluation

This analysis will identify if an all-way stop is warranted at the intersection of Front Street / North Bend Drive / South Slope on the opening day of the elementary school. In analyzing the intersection, 1 of 4 of the following criteria from the Manual on Uniform Traffic Control Devices (MUTCD) must be satisfied for an all-way stop to be considered.

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

- *A traffic signal is not warranted at this location; therefore **Warrant A is not met.***

B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right and left-turn collisions as well as right-angle collisions.

- *The intersection has yet to be constructed in its proposed form. As such, it is premature to evaluate collisions; therefore **Warrant B is not met.***

C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and

- *Traffic from Front Street, the major street, does average at least 300 entering vehicles during ten distinct 1-hour periods of an average day; therefore **Warrant C1 is met.***

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but

- *The vehicular, pedestrian, and bicycle traffic expected during the AM and school PM peak hours on opening day is expected to be much less than 200 units, therefore **it is not likely Warrant C2 will be met.***

3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.

- *Front Street traffic speeds near the proposed intersection are near 50 mph; therefore **Warrant C3 is met.** Even if the side street traffic volume criteria (C2) is reduced to 140 vehicles (70%), there is still **not enough forecasted traffic to meet C1 and C2.***

D. Where no single criterion is satisfied, but where Criteria B, C1, and C2 are all satisfied to 80 percent of the minimum values. Criterion C3 is excluded from this condition.

- *This criterion is not applicable since future collisions cannot be evaluated, therefore Criteria B cannot be satisfied to 80 percent. C1 is satisfied however C2 is not likely to be satisfied to 80 percent of the minimum criteria therefore; **Warrant D is not met.***

Four additional optional criteria are available to use based on engineering judgment.

I. The need to control left-turn conflicts

- *Because sight-distance is adequate and does not indicate a particular need to control left-turn conflicts; **optional Warrant I is not met.***

II. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

- *The majority of school children/pedestrians will access the school from the north which would not require crossing Front Street at the intersection, nor is there a sidewalk currently on the east side of Front Street near the intersection. It is not expected that the intersection will have high pedestrian volumes; therefore **optional Warrant II is not met.***

III. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and

- *Sight distance good at the proposed intersection. A driver, after coming to a complete stop, is expected to be able to see conflicting traffic and safely negotiate the intersection, therefore **optional Warrant III is not met.***

IV. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

- *The intersection is not residential; therefore **optional Warrant IV is not met.***

Conclusion

While traffic volumes on Front Street are expected to meet the minimum volume requirements on opening day, there is not enough side street traffic expected from North Bend Drive or the South Slope driveway to warrant stopping all traffic on Front Street. As such, none of the major letter warrants or optional warrants are expected to be met. If a four-way intersection is desired, stop signs should be installed on North Bend Drive and at the South Slope driveway at the intersection with Front Street. Installing stop signs or traffic signals in locations where they are not warranted results in a greater chance of rear-end collisions, noncompliance by motorists, higher traffic speeds downstream of the intersection, increased fuel usage and exhaust emissions, and will degrade the overall level of service at the intersection.

Traffic Signal Warrant Analysis

In addition to an all-way stop analysis, staff also performed an abridged traffic signal warrant analysis to determine the need for a traffic signal at the proposed intersection of Front Street / North Bend Drive / South Slope on opening day. At a minimum, at least one of the eight warrants must be met, but the satisfaction of a warrant does not in itself require the installation of a traffic signal. The eight traffic signal warrants are as follows although only three were evaluated for this intersection.

- | | |
|--|---------------------------------------|
| 1) Eight-Hour Vehicular Volume (1A and 1B) | 6) Coordinated Signal System |
| 2) Four-Hour Vehicular Volume | 7) Crash experience |
| 3) Peak Hour | 8) Roadway network |
| 4) Pedestrian Volume (not evaluated) | 9) Intersection Near a Grade Crossing |
| 5) School Crossing (not evaluated as there is not currently a sidewalk on east side of Front Street) | |

Table 3: Opening Day AM and School PM Peak Hour Volumes

Front Street / Proposed North Bend Drive / South Slope Driveway							
Front Street (Total of both approaches)		North Bend / South Slope (highest minor)		Warranted?		Legend	
AM	School PM	AM	School PM	AM	S. PM	AM	S. PM
893	555	60	46	Close	No	◆	◆

Warrant 1A – Minimum Vehicular Volume

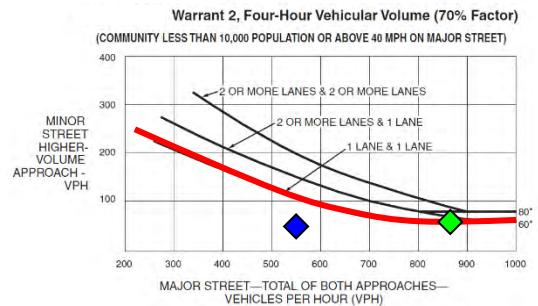
This warrant examines whether the intersection meets the minimum vehicular volume per hour to warrant a traffic signal. This condition is intended for locations where there is a large volume of intersecting traffic. Eight 1-hour periods must meet appropriate traffic volumes. With a one-lane approach at each leg of the intersection and an 85th-percentile speed limit of nearly 50 mph on Front Street, during each hour the major street (Front Street) must have 350 vehicles entering the intersection and the higher minor leg (North Bend Drive) must have 105 vehicles entering the intersection to meet Warrant 1A. On opening day, the AM peak and school PM peak periods are expected to meet the major street traffic volumes, but are not expected to meet the minor street volumes, therefore **Warrant 1A is not likely met.**

Warrant 1B – Interruption of Continuous Traffic

This warrant examines whether the traffic volume on the major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street for eight 1-hour periods. With a one-lane approach at each leg of the intersection and an 85th-percentile speeds near 50 mph, during each hour the major street (Front Street) must have a total of 525 entering vehicles and the higher minor leg (North Bend Drive) must have 53 vehicles entering the intersection to meet Warrant 1B. The major street volumes are likely to be met, and it is expected that the North Bend Drive will have at least 53 eastbound vehicles exiting onto Front Street during the AM, but not the school PM peak hours. That said, based on forecasted school traffic alone, it is unlikely that 8 1-hour periods meet the minor street volume thresholds on opening day, therefore **Warrant 1B is not likely met.**

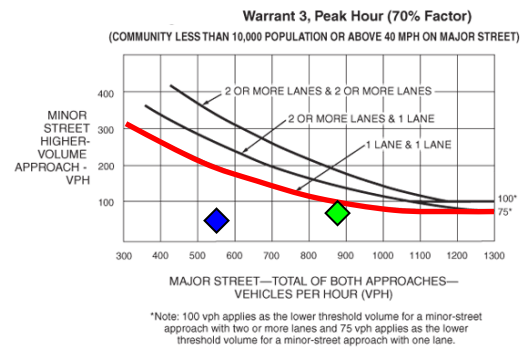
Warrant 2 – Four-Hour Vehicular Volume

The four-hour vehicular volume warrant is applied where the volume of intersecting traffic is a principal reason to consider installing a traffic control signal. To meet Warrant 2, traffic volumes on both streets must meet the required volume threshold for four 1-hour periods. The **Warrant 2** figure to the right graphically depicts the required vehicular volume threshold for the major and minor streets (red line) in comparison to the observed volumes. The AM peak hour (in green) meets the volume warrants for both streets, however the school PM peak (in blue) falls short due to low minor street volumes. Based on forecasted school traffic volumes alone, it is unlikely that three additional 1-hour periods meet the major and minor street traffic volume criteria therefore; therefore **Warrant 2 is not likely met.**



Warrant 3 – Peak Hour

The peak hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of one hour on an average day, the minor street traffic suffers undue delay when entering or crossing the major street. The **Warrant 3** figure to the right graphically depicts the required vehicular volume threshold for the major and minor streets (red line) in comparison to the observed volumes. On opening day the AM peak hour (in green) meets the major street volume requirement and is approximately 15 vehicles shy of meeting the minor street volume requirements, therefore **Warrant 3 is close to being met during the AM.**



Conclusion

The warrant analysis shows the minor street traffic expected on North Bend Drive on the opening of the elementary school is not sufficient to meet Warrants 1A, 1B, or 2. That said, during the AM peak period, the minor street is expected to *approach* the Warrant 3 volume requirement - approximately 15 vehicles/hour short. It should be noted that this signal warrant analysis was predicated on the increase in traffic volumes relating to school traffic only. If North Bend Drive traffic volumes increase for other reasons (e.g. increase in cut-through traffic between Dubuque Street and Front Street or additional development) it would be beneficial to revisit this signal warrant study in the future after the extension of North Bend Drive is completed and traffic normalizes.

Roundabout Evaluation

If additional traffic control is desired at the Front Street / North Bend Drive / South Slope intersection, North Liberty should consider the installation of a roundabout. A single-lane roundabout would provide the best level-of-service and least overall delay when compared to all-way stop control or traffic signals. Speeds on Front Street would reduce from near 50 mph (today) to 15-20 mph at the intersection. This improves safety by increasing driver reaction time, reducing impact speeds in the instance of a collision, and virtually eliminating the possibility of high-speed broadside collisions at the intersection. Roundabouts have been shown to reduce fatalities by 90% (versus signalized intersections), collisions with injuries by 75% and overall collisions by 37%ⁱⁱⁱ. Studies have also indicated that pedestrian collisions are reduced when a traditional intersection is converted to a roundabout^{iv}. This is attributed to the significant reduction in speeds, increased reaction time, and the fact that pedestrians need to only cross one direction of traffic at a time as splitter islands provide pedestrian refuge. Based on enrollment projections from the school district, the majority of school-related pedestrian traffic is expected to come from neighborhoods to the north which will *not* require crossing the Front Street / North Bend Drive /

South Slope intersection. Based on current and future forecasted traffic volumes on Front Street (8,000 ADT 2017; 9,500 ADT 2045), a single-lane roundabout would be more than adequate now and in the future.

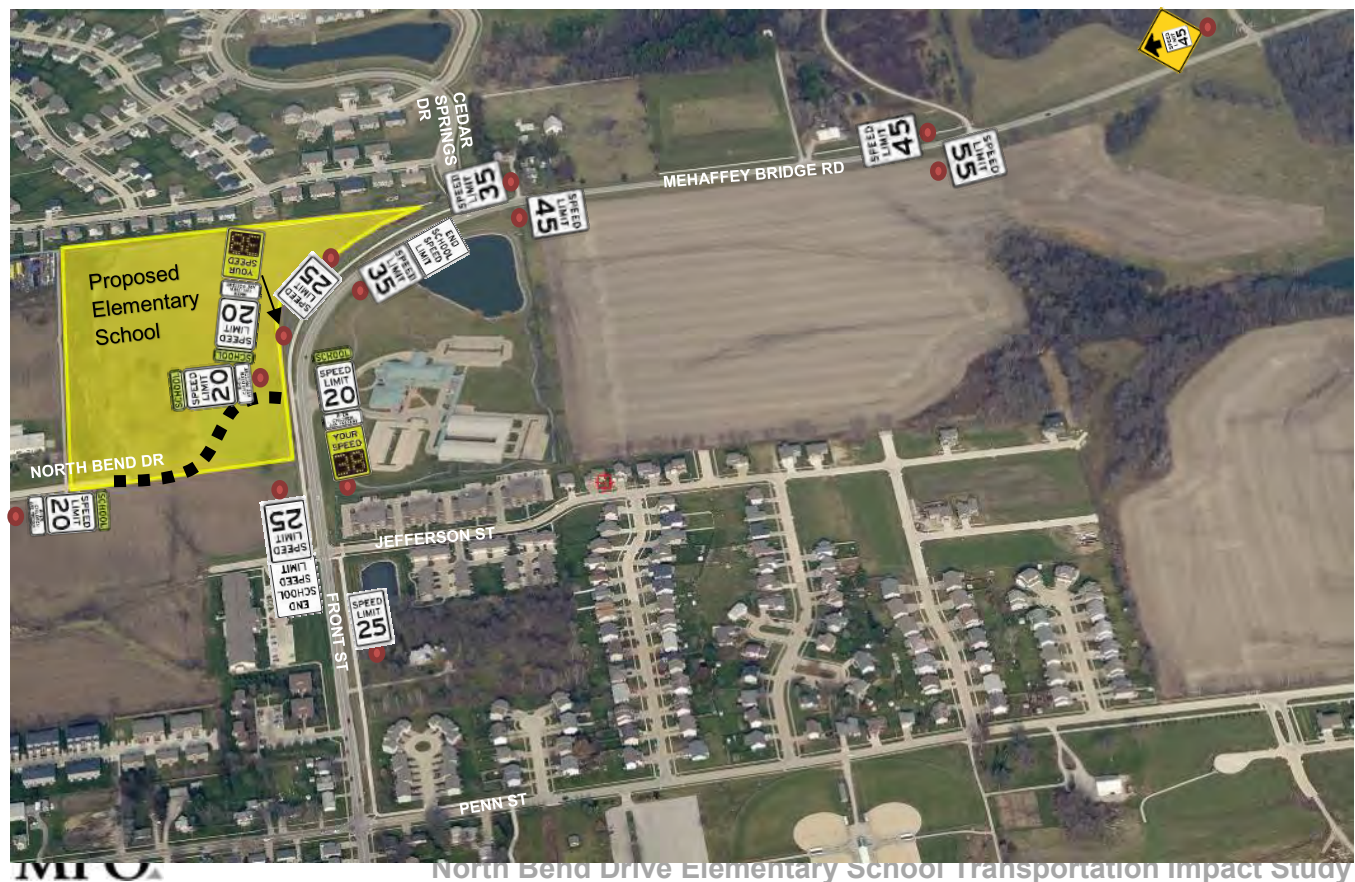
Speed Limits

Currently, the speed limit on Front Street adjacent to the proposed elementary school is 45 mph with 85th percentile speeds between 44 and 50 mph (**Figure 3**). As shown in **Figure 9**, staff recommends extending the 25 mph speed limit on Front Street from Penn Street to a point approximately 650' north of the proposed North Bend Drive / South Slope intersection. Staff also recommends introducing a 20 mph school speed zone from 7 AM – 9 AM and 1 PM to 4 PM on Front Street from a point approximately 400' south of the proposed intersection to 300' north of the proposed intersection. It is recommended that radar feedback signs accompany the school speed zone signs to maximize compliance with the speed limit changes. Radar feedback signs have proven effective in reducing speeds in rural-to-urban transition zones, especially near schools. Staff also recommends introducing a 20 mph school speed zone from 7 AM – 9 AM and 1 PM to 4 PM on North Bend Drive from a point approximately 250' west of the school property to Front Street.

Staff also recommends establishing a 35 mph speed limit approximately 650' north of the proposed intersection, transitioning to a 45 mph speed limit just east of Cedar Springs Drive, and finally transitioning to a 55 mph speed limit approximately 1250' further east. A "45-mph ahead" warning sign should be posted approximately 1000' further east for westbound traffic.

Staff expects the combination of the reduced speed limits, radar feedback signs, and presence of the school will be effective in reducing speeds. A roundabout would also help "calm traffic" in the area. Additional enforcement, especially in the opening weeks, would help to reinforce the change in speed limits.

Figure 9: Opening Day Recommended Speed Limits



Impacts to the Greater Transportation Network

In terms of average *daily* traffic, the new elementary school is expected to bring approximately 850 total trips to the area^v. Most will occur during peak school traffic periods during the AM commuter period and mid-afternoon between 2:30 – 3:30 pm. Roughly half of daily school traffic is expected to use the proposed Front Street / North Bend Drive / South Slope intersection while the other half is expected to use the Dubuque Street / North Bend Drive intersection. Front Street daily traffic is expected to increase by 5% on opening day^{vi}. Dubuque Street daily traffic is expected to increase by 13% on opening day^{vii}.

North Bend Drive Extension Impact

Staff evaluated how a North Bend Drive extension to Front Street will impact area traffic patterns as the road will provide an alternative east-west connection between Front Street and Dubuque Street. Using the 2045 Travel Demand Model, in the future North Bend Drive is expected to carry around 2,100 vehicles per day near Front Street and 2,900 vehicles per day near Dubuque Street. As shown in **Figure 10**, Front Street traffic volumes are expected to remain the about the same north of the proposed North Bend Drive intersection (with and without the extension), while volumes are expected to be around 10% less south of the North Bend Drive intersection after the extension is constructed. Penn Street traffic is expected to decrease by 4 – 10% between Dubuque Street and Front Street as some traffic is expected to be diverted to North Bend Drive after the extension is constructed.

Figure 10: Year 2045 Estimated Net Change and % Change in ADT with North Bend Drive Extension Constructed (when compared to no extension)



Front Street / Penn Street Intersection

The Front Street / Penn Street intersection currently exhibits significant traffic backups during peak travel periods – especially during the PM peak hour. As such, staff evaluated the effects of the school on traffic flow at the intersection on opening day. Synchro 10.0 traffic modeling software was used to evaluate opening day level-of-service and delay at intersection under all-way stop control or with a single-lane roundabout (which is a planned improvement). AM and PM peak hour traffic count data from 2013 was utilized for the analysis and was increased by 2% each year to account for growth. Additional trips generated by the new school were estimated^{viii} during the typical PM peak hour with trips evenly distributed between the northbound and southbound movements on Front Street and Dubuque Street at their respective intersections with North Bend Drive. The additional expected school trips during the AM and PM peak hours were added to the forecasted turning movement counts at the Penn Street / Front Street intersection to provide an estimate of opening day traffic.

As shown in **Table 5**, on opening day under all-way stop conditions the intersection is expected to perform at LOS C at 18.7 seconds of delay/vehicle (s/v) during the AM and LOS F at 71.8 s/v during the PM. If a single-lane roundabout were constructed by opening day, the intersection is expected to perform at LOS A at 9.8 s/v during the AM and LOS B at 12.9 s/v during the PM.

Table 4: Level of Service Criteria for Stop Controlled Intersections and Roundabouts

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

Table 5: Penn Street / Front Street Intersection Opening Day Delay and Level of Service All Way Stop vs. Roundabout

Direction	AWSC				Roundabout			
	AM		PM		AM		PM	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Penn Street								
Eastbound	13.9	B	131.1	F	7.5	A	13.5	B
Westbound	11.8	B	17.0	C	6.4	A	10.9	B
Front Street								
Northbound	11.4	B	37.3	E	5.8	C	16.0	C
Southbound	24.6	C	41.8	E	12.7	B	10.0	A
Intersection	18.7	C	71.8	F	9.8	A	12.9	B

Conclusion

The construction of a new elementary school on the northwest corner of the proposed Front Street / North Bend Drive / South Slope intersection is expected to increase *overall* daily traffic volumes by about 430 vehicles per day on Front Street (5% increase) and by 430 vehicles per day on Dubuque Street (13% increase). This would be the most conservative estimate of traffic impact, as some school trips are already being made in the area and may be reflected in today's ADT. Front Street carries approximately 8,000 vehicles per day in the study area and Dubuque Street carries near 3,200 vehicles per day^{ix}. The impact of vehicular traffic during peak school travel periods (especially the AM) will be felt most distinctly at the intersections of Front Street and Dubuque Street with North Bend Drive. The extension of North Bend Drive to Front Street is expected to decrease traffic on Penn Street between 4-10%, as the new road will provide an alternate east-west connection between Dubuque Street and Front Street. School-related bicycle and pedestrian traffic will be well served by the trails that run along Front Street, North Bend Drive, Dubuque Street, and the western length of the proposed school property so long as proper connections to the school property are constructed and crosswalks are well marked and signed.

Proposed Front Street / North Bend Drive / South Slope Intersection

At the proposed intersection of Front Street / North Bend Drive / South Slope, staff does not recommend an all-way stop on opening day. There is not enough traffic expected on North Bend Drive to warrant stopping all Front Street drivers, nor is there a visibility or other specific safety concern. A traffic signal is also not warranted on opening day, due to low minor street traffic. That said, the peak hour traffic warrant (Warrant 3) is within 15 minor-street vehicles of being met during the AM. The satisfaction of a warrant does not in itself require the installation of a traffic signal, however at a minimum, at least one of the eight warrants should be met. If a traditional four-way intersection configuration is desired, a follow up all-way stop or signal warrant study could be completed after the North Bend Drive extension and elementary school are constructed and traffic normalizes.

In terms of turn lanes – considering a traditional four-way intersection configuration – a southbound left-turn and right-turn lane is warranted during the AM peak hour in the year 2045. A northbound left-turn lane is warranted during both the AM and school-PM peak hour. An eastbound left-turn lane is not warranted based on overall hourly traffic volumes, however due to the nature of the school traffic spikes (20-30 minutes of the peak hours), North Liberty may wish to consider an eastbound left-turn lane to improve traffic flow during peak periods/events.

That said, North Liberty could consider a roundabout as an alternative to adding turn lanes at the intersection. This is an opportune time to consider a roundabout as the west leg has yet to be constructed and turn lanes on Front Street are warranted which would require some level of reconfiguration of the north and south legs. A roundabout would eliminate the need for turn lanes and would also eliminate the future need for an all-way stop or traffic signals. A roundabout would provide the least overall delay and best level of service when compared with an all-way stop or traffic signal. Not only are roundabouts more efficient, but they also are much safer than typical intersections - reducing fatalities by 90% (versus signals), collisions with injuries by 75% and overall collisions by 37%^x. They are desirable in school zones as they act to naturally “calm traffic” while safely and efficiently moving pedestrians, bicyclists, and vehicles. Studies have also indicated that pedestrian collisions are reduced when a traditional intersection is converted to a roundabout^{xi}. This is attributed to the reduction in speeds, increased reaction time, and the fact that pedestrians need only cross one direction of traffic at a time as splitter islands provide pedestrian refuge between lanes. Additionally, based on enrollment projections from the school district, the majority of school-related pedestrian traffic is expected to come from neighborhoods to the north which will *not* require crossing the

Front Street / North Bend Drive / South Slope intersection. As such, the intersection is not expected to generate significant school-related pedestrian traffic volumes.

Summary of Recommendations

Traffic Control, Turn Lanes and Intersection Configuration

- An all-way stop or a traffic signal is not warranted at the proposed intersection of Front Street / North Bend Drive / South Slope on opening day.
- An update to the all-way stop or traffic signal warrant study at the proposed intersection could be performed in the future after the new school opens and traffic in the area normalizes.
- Under a traditional four-way intersection configuration, a southbound left (minimum 75') and right-turn lane (minimum 100') is warranted during the AM peak hour and a northbound left-turn lane (minimum 75') is warranted during the AM and school-PM peak hour. While not strictly warranted based on volumes, a dedicated left-turn lane (minimum 75') for eastbound traffic would help reduce delays – especially during peak school periods. Because the leg is being newly constructed, it would be prudent to consider the installation of an eastbound left-turn lane at this time.
- North Liberty should consider a single-lane roundabout as an alternative to a traditional four-way intersection as it would eliminate the need to add turn lanes and negate any future need for additional traffic control such as an all-way stop or traffic signals.
- Reconstructing the Penn Street / Front Street intersection as a single-lane roundabout before opening day would improve level of service from LOS C (am) and LOS F (pm) to LOS A (am) and LOS B (pm) and would virtually eliminate delay during off-peak hours.

Bike and Pedestrian Accommodations

The following actions are recommended to ensure safe and efficient pedestrian and bicycling access to the school:

- If a traditional four-way intersection is desired, add continental crosswalk pavement markings and R1-1 "Stop" sign on the west leg of the proposed Front Street / North Bend Drive intersection.
- If a roundabout is desired, add continental crosswalk pavement markings to the pedestrian crossings of the west and south legs of the intersection including S1-1 "School Crossing" signs with downward arrows on the approaches. S1-1 "School Crossing" with W16-6P "right arrow" supplemental signs should be installed on Front Street for southbound traffic at the roundabout to alert right-turning drivers that school children may be present.
- Add continental crosswalk pavement markings and S1-1 "School Crossing" signs at and in advance of the unmarked mid-block trail crossing on North Bend Drive just west of the school.
- If the Front Street school crossing is designated at Jefferson Street, replace worn "Bicycle Crossing" signs at the intersection with fluorescent S1-1 "School Crossing" signs with "Downward Arrows" or "Ahead" supplemental signs at and in advance of the intersection. If the Front Street school crossing is moved further north to the North Bend Drive intersection, simply replace the "Bicycle Crossing" signs on Front Street at Jefferson Street due to fading.
- Extend the trail on the south side of the North Bend Drive extension to Front Street and ensure a sidewalk is also available on the north side of the road.
- Add sidewalk extensions from the front of the school to the rear along the east and west sides of the building.
- Evaluate enlisting school crossing guards or school safety patrol to help school children traverse the school crosswalks on Front Street or North Bend Drive.

Speed Limits

Staff recommends that speed limits on Front Street and North Bend Drive are modified as shown on **Figure 9** and outlined below:

- Extend 25 mph speed limit on Front Street from Penn Street to 650' north of the proposed North Bend Drive / South Slope intersection.
- Introduce 20 mph school speed limit from 7 am – 9 am and 1 pm to 4 pm on Front Street from 400' south of proposed intersection to 300' north of the intersection.
- Install radar feedback signs on Front Street with the school speed limit signage to maximize compliance and supplement enforcement efforts.
- Introduce 20 mph school speed limit from 7 am – 9 am and 1 pm to 4 pm on the North Bend Drive from a point approximately 250' west of the westernmost school boundary to Front Street.
- Establish a 35 mph speed limit approximately 650' north of the proposed intersection, transition to a 45 mph speed limit just east of Cedar Springs Drive, and finally transition to a 55 mph speed limit approximately 1250' further east. This would require collaboration with Johnson County to reduce speed limits outside of the municipal boundary.
- Install a W3-5 “45 mph ahead” warning sign approximately 1000' further east of 55 mph signage to alert drivers heading into North Liberty of the change in speed limit.
- Additional police enforcement during the first few weeks of school would help reinforce the new speed limits.

Please feel free to reach out to me if you have any questions or comments on this study or the recommendations contained within. I can be reached at 319.356.5254 or by email at darian-nagle-gamm@iowa-city.org.

- ⁱ Institute for Traffic Engineers (v9) Trip Generation Manual
- ⁱⁱ Institute for Traffic Engineers (v9) Trip Generation Manual
- ⁱⁱⁱ Transportation Research Board: <http://www.trb.org/Publications/Blurbs/164470.aspx>
- ^{iv} Federal Highway Administration Roundabout Information Guide 2010
- ^v Institute for Traffic Engineers (v9) Trip Generation Manual
- ^{vi} Based on 2017 MPOJC ADT volumes
- ^{vii} Based on 2010 DOT AADT of 2590 with 2% increase each year until 2017
- ^{viii} Institute for Traffic Engineers (v9) Trip Generation Manual
- ^{ix} Front Street data based on approximate daily average traffic count of 8,000 (2017 MPOJC); Dubuque Street average daily traffic estimated from 2010 DOT AADT of 2590 with 2% increase each year until 2017
- ^{ix} Federal Highway Administration

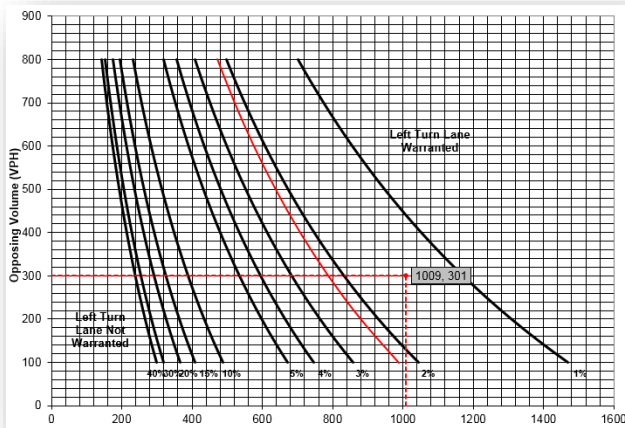
Appendix

Front Street / North Bend Drive / South Slope Intersection Turn Lane Warrants

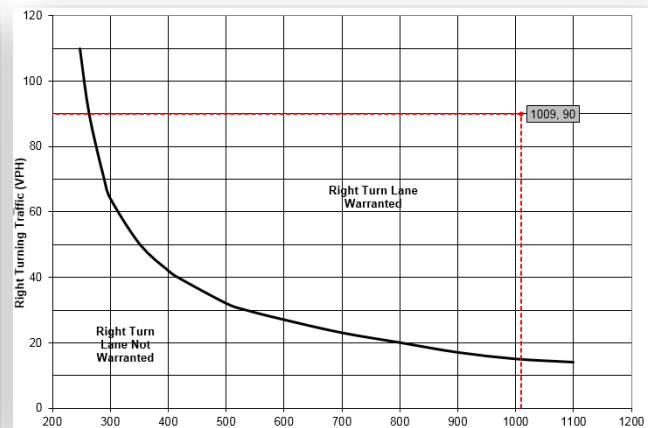
Year 2045

Southbound – AM 2045

Left-Turn Lane

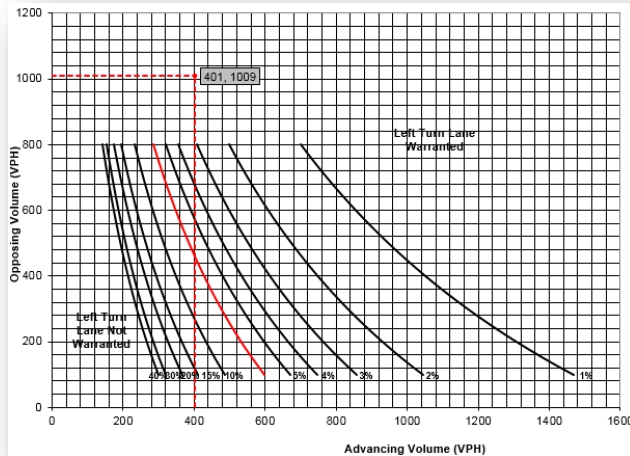


Right-Turn Lane

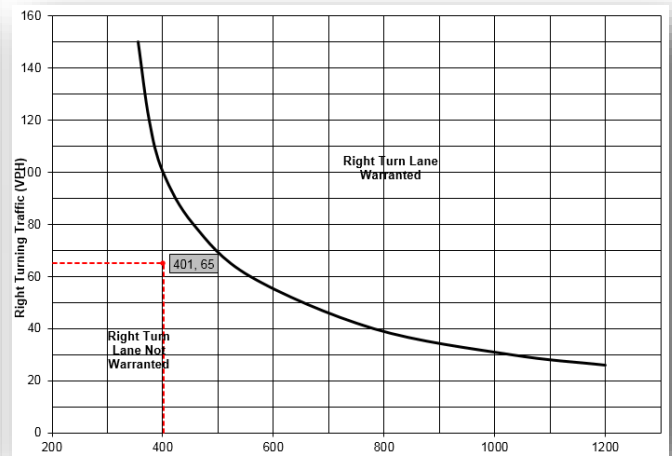


Northbound – AM 2045

Left-Turn Lane

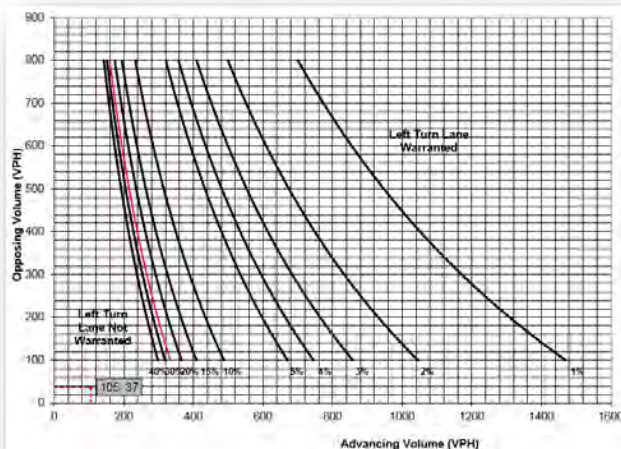


Right-Turn Lane

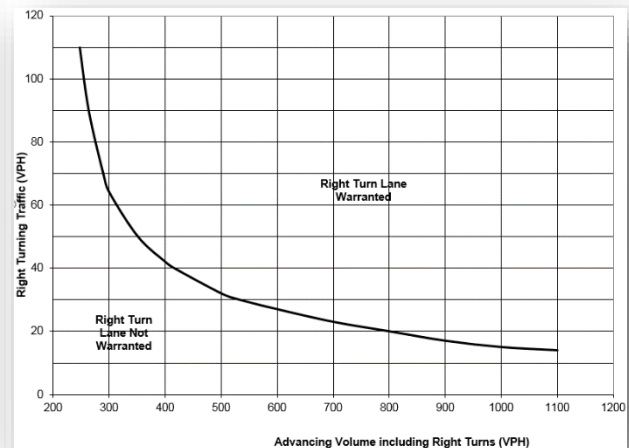


Eastbound – AM 2045

Left-Turn Lane

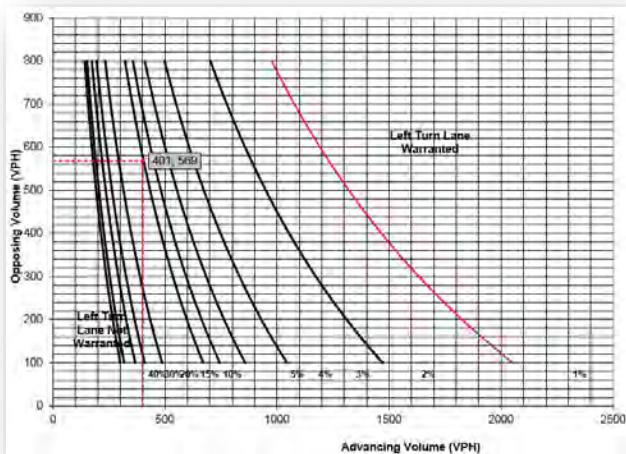


Right-Turn Lane

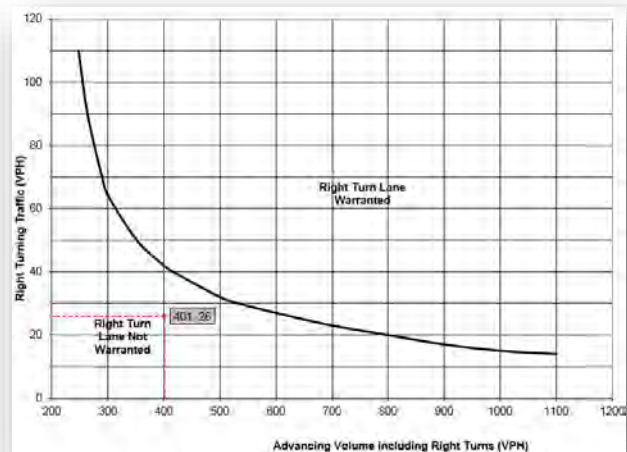


Southbound - School PM 2045

Left-Turn Lane

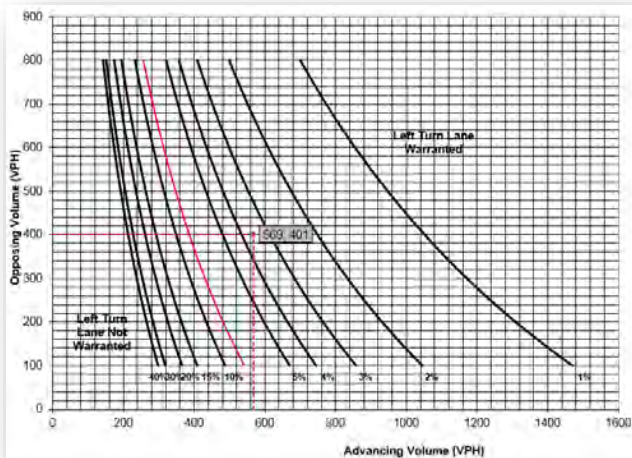


Right-Turn Lane

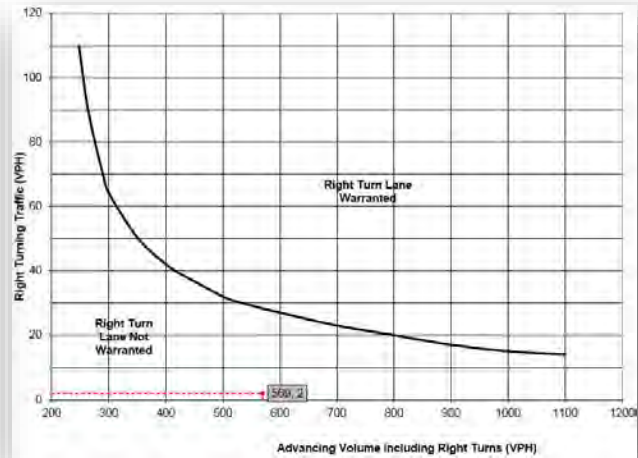


Northbound – School PM 2045

Left-Turn Lane

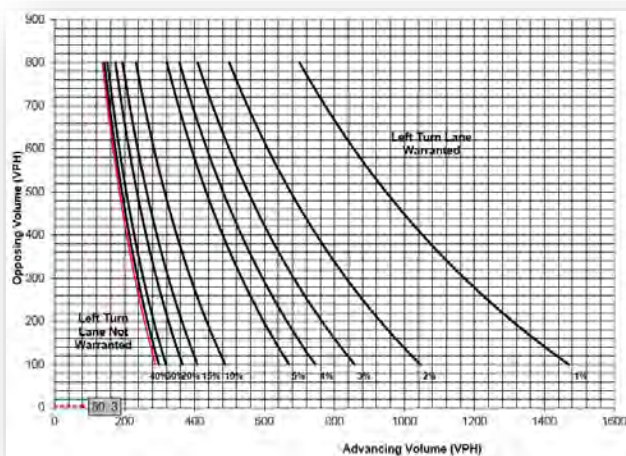


Right-Turn Lane



Eastbound – School PM 2045

Left-Turn Lane



Right-Turn Lane

