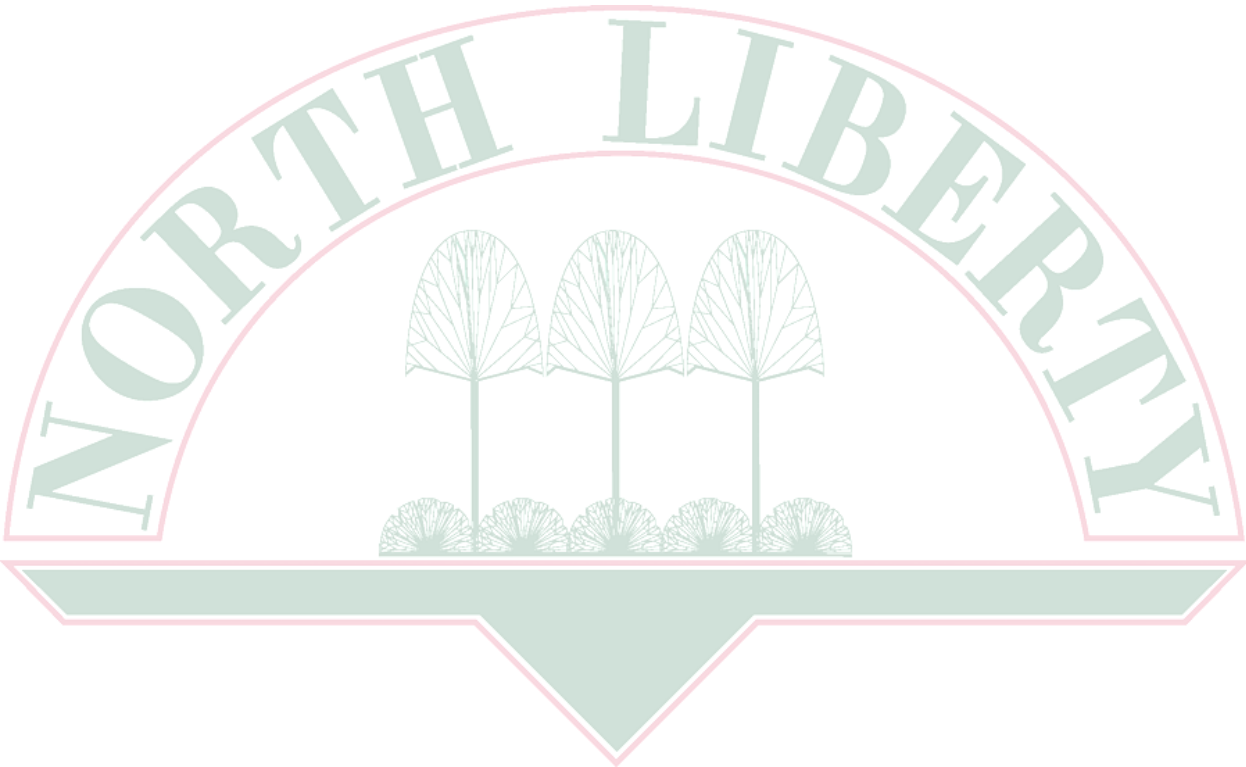




North Liberty City Council  
Regular Session  
October 8, 2019

# City Administrator Memo





# City Council Memo

for October 8, 2019

from the desk of Ryan C. Heiar

## Meetings & Events

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

**Monday, Oct 14 at 4:00p.m.**  
Joint Government Meeting (Iowa  
City)

**Monday, Oct 21 at 7:00p.m.**  
Library Board

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

## Consent Agenda

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

- City Council Minutes (09/24/19 & 10/01/19)
- Claims
- Liquor Licenses
  - Rusciano's
  - J&A Tap
  - Fiesta Mexican Restaurant
- Pay Application #3, Police Station Project, Tricon General Construction, \$379,856.96
- Pay Application #1, Well #5 Casing Project, Northway Well & Pump, \$52,834.25

## Visioning & Branding: Update and Recommendation

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Team members from DeNovo will be at Tuesday's meeting to provide an overview of the visioning and branding process to-date and, along with Communications Director Nick Bergus, will make a recommendation for North Liberty's new tagline and logo.

The visioning and branding process has consisted of a community survey (approximately 1,400 participants) and a series of three meetings with community stakeholders, including a Spark event where the entire community was invited to participate. The process has been engaging and staff has received favorable feedback about the survey and Spark event.

On Tuesday the Council will be asked to consider and approve a new tagline and logo. Once that piece is finalized, staff will move into the next phase of this project in working with Shive Hattery's creative team to develop a community identity plan and streetscape concepts.

## Site Plan: Diamond Dreams Sports Academy

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This request is to approve a site plan for a large indoor sports facility and warehouse/contractor unit development located on Stoner Court east of Herky Drive, on property zoned I-1 (Industrial). A previously-approved site plan featured only storage/contractor unit buildings. The sports facility will be home to Diamond Dreams Sports Academy.

The site layout packs a lot of concrete and buildings on the site with a large

**Ryan C. Heiar, City Administrator**

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

storm water management area at the south and an open grassy area in the center that might later be revised for additional construction (which would require a revised site plan). The site is well laid out so that none of the overhead doors are facing the public street and the best side of the sports facility is most dominant. The buildings are metal construction, with masonry content that meets or exceeds North Liberty standards. Unlike some other recent storage/contractor unit buildings in commercially-zoned high-visibility areas, this site is at an industrial-zoned lot internal to the area.

Characteristics of the operations of the two uses were discussed by the Commission and the developer, including on-site parking needs, and the revised site plan was recommended for approval as submitted.

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### **Library Board Appointment**

A member of the Library Board has recently moved from North Liberty creating a vacancy on the Board. As a result, the Mayor is recommending Scott Clemons be appointed to the Library Board, with the appointment to be effective immediately.

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### **Lynch Dallas Agreement: Labor Negotiation**

The City continues to work with Lynch Dallas LLC on labor related issues, most notably union negotiations. The proposed agreement renewal is identical to the current agreement and includes a \$4,000 annual fee in non-negotiating years and a \$5,000 annual fee in negotiating years. Human Resources Director Debra Hilton works closely with Lynch Dallas and is very satisfied with their work. Staff recommends approval of the agreement.

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### **Temporary Construction Easement: Penn/Front Street**

Earlier this year, the City Council approved a temporary construction easement with Bonita and Jeff Moses for site distance improvement work on Penn Street. The agreement included no compensation to the property owners. The project impacted the Moses property more than anticipated and as a result they have asked for compensation to upgrade landscaping around the work area. Staff agrees that compensation should be offered and is recommending approval of a revised agreement that will provide the Moses' \$1,000.

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### **Rescue Pumper Tanker: Sale of Existing Apparatus**

The Fire Department has found a home for the 2007 rescue pumper tanker truck, a fire district in Cullom, IL. Included in the packet is a sale and security agreement with Cullom Fire Protection District in the amount of \$180K. The truck will be transferred to the fire district when the City takes possession of a replacement apparatus or by April 1, 2020, whichever is earlier. The replacement truck is currently on order and the City should take delivery by January 2020. Proceeds from this sale are planned to be used to outfit the two new trucks slated for purchase in FY20. Staff recommends approval of the agreement.

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### **Financial Software Upgrade: New World Systems**

The City's financial software package, which includes budgeting, water and sewer billing, accounts receivable/payable, payroll and various other human resource and accounting components is nearing 15 years old and is in need of replacement. For the last year and a half, Assistant City Administrator/City Clerk Tracey Mulcahey and her team have been researching and sampling municipal software packages to find the most user friendly and efficient program to meet the needs of the City. Staff is recommending the purchase of a program called New World Systems, which is a product of the same software company currently utilized. This company has been reliable over the years and this new program appears to meet the City's needs and should improve efficiencies through technology enhancements, the reduction of paper and better staff access.

The cost of this system is approximately \$420k, of which \$100k is budgeted for in FY20. Staff is proposing to fund the remaining \$320k from the FY19 general fund surplus. Preliminary numbers show the FY19 general fund surplus at approximately \$1+ million. Further details regarding the FY19 general fund surplus will be available later



this year and Council will once again be asked to allocate or assign those funds as per the policy. Staff is requesting approval of this expense now, in order to get the best price for the product and to move ahead with the project.

## **Transportation Services Agreement: Yellow Cab**

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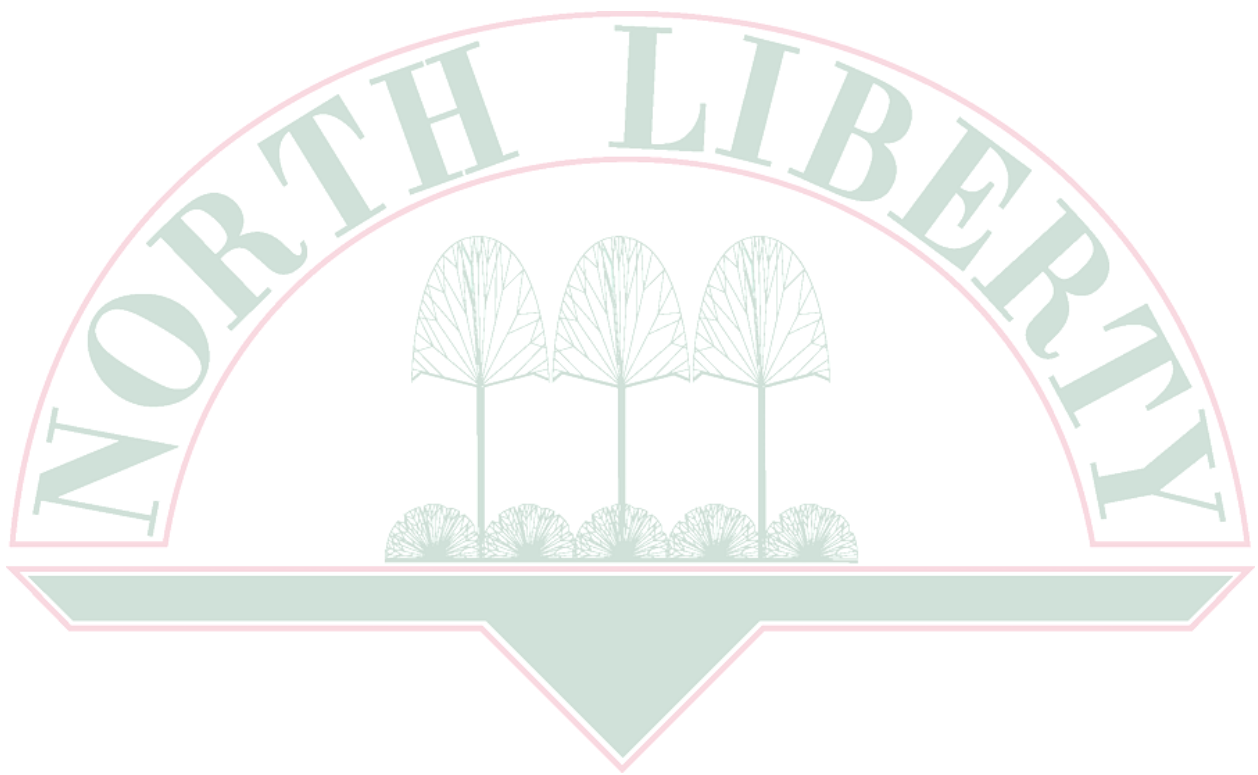
City Attorney Grant Lientz has prepared a letter, which is included in the packet, responding to and addressing the City Council's concerns from the previous meeting.

After nearly two years of meetings, information gathering and program development by the North Liberty Transit Task Force, staff is prepared to recommend approval of a transportation services agreement with Yellow Cab of Iowa City. The agreement, included in the packet, identifies the responsibilities of Yellow Cab and the City as well as defines the locations that residents can access. The agreement does not include eligibility requirements as that leg of the program will be administered by the City. Staff is currently working on a program brochure that will provide an easy-to-read summary of the service being offered and a listing of the eligibility requirements. Below is a description of the eligibility requirements as developed by the Transit Task Force:

- Participant must be a North Liberty resident and one of the following:
  - o Participant must not own or have access to a vehicle
  - o Participant must be considered low income
  - o Participant must have a medical or physical disability preventing them from permanently or temporarily being able to drive

It should be noted that as a result of this contract and offering this additional service, the City is required by federal transit regulations to increase its SEATS service to provide equivalent hours of service, which will most likely result in additional dollars being spent for SEATS service in North Liberty. Currently, SEATS operates in North Liberty Monday – Friday at 7:00am, 11:00am and 4:30pm, provides approximately 52 rides per month and costs \$18,000 annually. The service will now operate in North Liberty Monday – Friday, between 7:00am to 10:00pm and Saturday between 7:00am and 7:00pm. Staff will monitor spending on both the Yellow Cab and SEATS programs, regularly comparing it to the approved budget and will provide frequent reports to the Council.

# Agenda





## Agenda

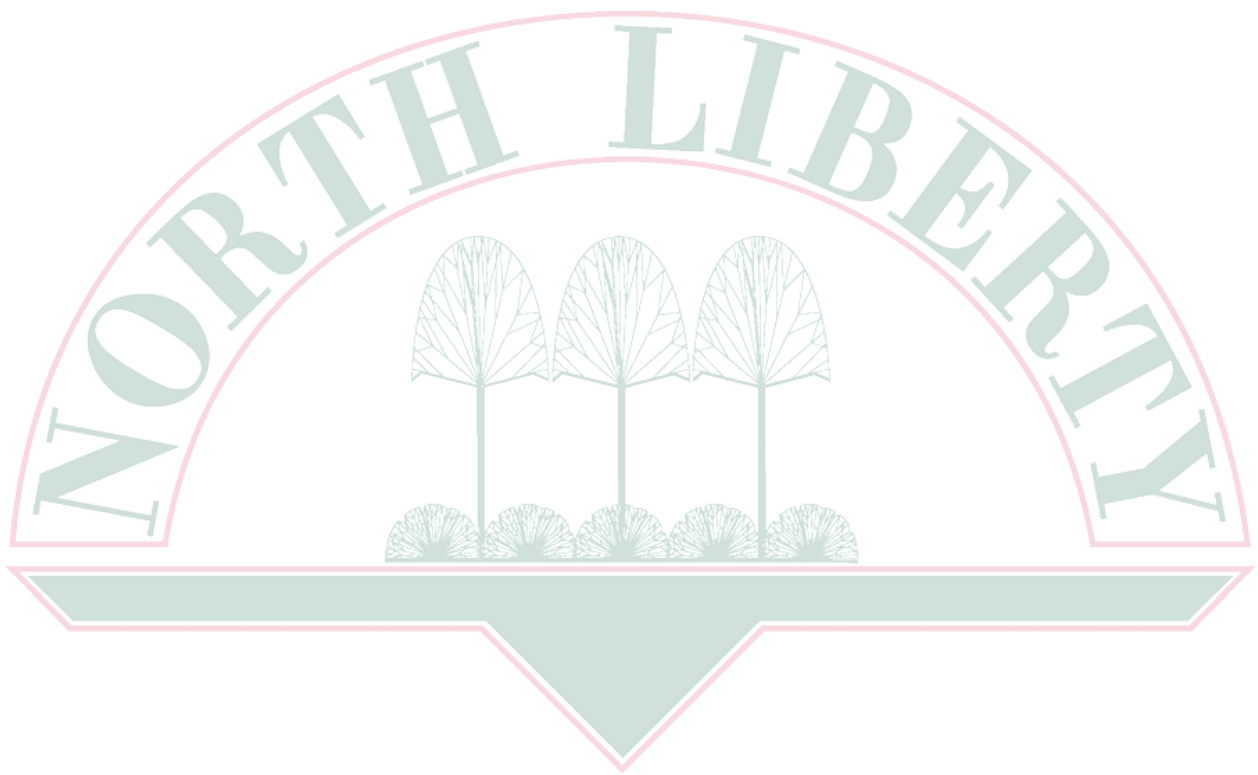
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North Liberty City Council  
October 8, 2019  
Regular Session  
6:30 p.m.  
City Council Chambers  
1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
  - A. City Council Minutes, Regular Session, September 24, 2019
  - B. City Council Minutes, Special Session, October 1, 2019
  - C. Claims
  - D. Liquor License Renewal, Rusciano's
  - E. Liquor License Renewal, J & A Tap
  - F. Liquor License Renewal, Fiesta Mexican Restaurant
  - G. Police Station Construction, Pay Application Number 3, Tricon General Construction, \$379,856.96
  - H. Well 5 Re-Casing Project, Pay Application Number 1, Northway Well & Pump Company, \$52,834.25
5. Public Comment
6. City Planner Report
7. City Engineer Report
8. City Attorney Report
9. Assistant City Administrator Report
10. City Administrator Report
11. North Liberty Visioning & Branding

- A. Process overview and update from DeNovo
  - B. Tagline and logo recommendation
  - C. Council discussion and possible action
12. Diamond Dreams Site Plan
- A. Commission and Staff recommendations
  - B. Applicant presentation
  - C. Resolution Number 2019-107, A Resolution approving the Development Site Plan for I-380 Industrial Park, Lot 11, North Liberty, Iowa
13. Library Board Appointment
- A. Discussion and possible action on affirming the appointment to Library Board
14. Lynch Dallas, P.C. Contract
- A. Resolution Number 2019-108, A Resolution approving the Contract Agreement between Lynch Dallas, P.C. and the City of North Liberty
15. Penn and Front Street Improvement Project
- A. Resolution Number 2019-109, A Resolution approving the Temporary Construction Easement between Jeff D. Moses and Bonita L. Moses and the City of North Liberty
16. Rescue Pumper Tanker Sale
- A. Resolution Number 2019-110, A Resolution approving the Bill of Sale and Security Agreement between the Cullom Fire Protection District and the City of North Liberty for the sale of the City's 2006 Pumper Tanker
17. New World Systems
- A. Resolution Number 2019-111, A Resolution approving the Licenses and Services Agreement between the City of North Liberty and Tyler Technologies, Inc. for the purchase and implementation of financial software
18. Transportation Contract
- A. Discussion and possible action on removal from the table
  - B. Resolution Number 2019-106, A Resolution approving the Transportation Services Agreement between Yellow Cab and the City of North Liberty
19. Old Business
20. New Business
21. Adjournment

# Consent Agenda





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

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North Liberty City Council  
September 24, 2019  
Regular Session  
6:30 p.m.  
City Council Chambers

### **Call to order**

Mayor Donahue called the September 24, 2019 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: Chris Hoffman, Sarah Madsen, Brent Smith, RaQuishia Harrington and Annie Pollock.

Others present: Ryan Heiar, Grant Lientz, Dean Wheatley, Mary Byers, Lucia McNeal, Mara McConnell, Tim and Sarah Krum, Katie Knight, Carol Rowland, Brian Wayson, Shelly Simpson, and other interested parties.

### **Approval of the Agenda**

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

### **Consent Agenda**

Pollock moved, seconded by Madsen, to approve the Consent Agenda including City Council Minutes, Regular Session, September 10, 2019; Claims; August Revenues; August Treasurer's Report; Sanitary Sewer Upgrades, Bid Package #3, Maxwell Construction, Inc., \$183,350.00; Penn & Front Corridor Improvements, Pay Application #6, All American Concrete, Inc., \$331,297.00; Penn & Front Corridor Improvements, Change Order #5, All American Concrete, Inc., (\$887.75). The vote was all ayes. Consent Agenda approved.

### **Public Comment**

No public comment was offered.

### **City Planner Report**

City Planner reported that noise and grass complaints are up this year.

### **City Attorney Report**

City Attorney Grant Lientz had nothing to report but was available for questions.

### **City Administrator Report**

City Administrator Ryan Heiar wanted to draw the Council's attention to the Senior Programs Report in the packet from Angela McConville. If the Council has other ideas on programming for the seniors

let him know. Two items that will be coming before the Council in the future are contracts for cyber-attacks protection and new financial software.

**Mayor Report**

Mayor Donahue read a Proclamation Declaring the Month of October 2019 to be Domestic Violence Awareness Month.

Mayor Donahue read a Proclamation Declaring October 1, 2019 to be United Way of Johnson and Washington Counties Day in celebration of their 100<sup>th</sup> Year of Service.

Mayor Donahue read a proclamation declaring September 10<sup>th</sup> thru 29<sup>th</sup>, 2019 a PLAYvolution.

**Utility Franchise Fees**

There was discussion regarding potentially implementing a franchise fee for the purpose of park and recreation capital projects. It was the consensus of the Council that they would consider the potential in the future possibly in conjunction with annual budgeting.

**Transportation Services Contract**

After concerns expressed by Madsen regarding the contract provisions, Smith moved, seconded by Madsen to table this item until those concerns are addressed. After discussion, the vote was: ayes—Hoffman, Madsen, Smith, Harrington, Pollock; nays—none. Motion carried.

**Old Business**

Hoffman and Pollock reported that Bob Welsh was recognized by the Johnson County Board of Supervisors' for his service.

Madsen reported that North Liberty Food Pantry is collecting coats and can be dropped off at the pantry.

Smith thanked Alphagraphics for their work for the NLFD Golf Outing.

**New Business**

The Iowa League Conference starts tomorrow.

**Adjournment**

Madsen, moved, seconded by Hoffman, to adjourn the meeting at 7:30 p.m. All ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

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

Attest:  
\_\_\_\_\_  
Mary Byers, Deputy City Clerk



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

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North Liberty City Council  
October 1, 2019  
Work Session  
4:00 p.m.  
North Liberty Community Library

### **Call to order**

Mayor Donahue called the October 1, 2019 Work Session of the North Liberty City Council to order at 4:11 p.m. Councilors present: Chris Hoffman, Brent Smith and RaQuishia Harrington.

Others present: Ryan Heiar, Nick Bergus, Jennie Garner, Shelly Simpson, Jillian Miller, Guy Goldsmith, Kevin Trom, Laci Lower, Nick Proud, Monica Nieves, Nick Kaeding, Jill Mast, Ryan Shenefelt and Becca Skalsky.

### **Review Process**

Jill Mast of de Novo reviewed the data collection and engagement process to date, noting that quantity of response from the public was good for a community of North Liberty's size.

### **Overall Takeaways**

Jill Mast of de Novo offered high-level remarks about survey results, including the overall very positive feelings respondents had towards North Liberty.

### **Tagline**

Jill Mast of de Novo presented and led a discussion on possible tagline options. Attendees discussed the pros and cons of the options and personal preferences. There was no strong consensus or aversion to a particular option.

### **Logo**

Jill Mast and Becca Skalsky of de Novo presented and lead a discussion on possible logo options. Attendees discussed the pros and cons of the options as well as personal preferences and impressions. There was strong consensus around Option 1, with some additional questions about refinements and adjustments.

### **Adjournment**

Mayor Donahue adjourned the meeting at 4:54 p.m.

CITY OF NORTH LIBERTY

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



Terry Donahue, Mayor

Attest:

\_\_\_\_\_

XXX

**Applicant License Application ( BW0095672 )**

<b>Name of Applicant:</b> <u>CGR LLC</u>		
<b>Name of Business (DBA):</b> <u>Rusciano's authentic taste of Napoli</u>		
<b>Address of Premises:</b> <u>710 Pacha parkway #5</u>		
<b>City</b> <u>North Liberty</u>	<b>County:</b> <u>Johnson</u>	<b>Zip:</b> <u>52317</u>
<b>Business</b> <u>(319) 665-2761</u>		
<b>Mailing</b> <u>710 Pacha parkway #5</u>		
<b>City</b> <u>North Liberty</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52317</u>

**Contact Person**

<b>Name</b> <u>Carol Gorney</u>	
<b>Phone:</b> <u>(563) 357-2924</u>	<b>Email</b> <u>cgrllc2016@gmail.com</u>

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

**Term:** 12 months

**Effective Date:** 10/23/2019

**Expiration Date:** 10/22/2020

**Privileges:**

Outdoor Service

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

Sunday Sales

**Status of Business**

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

**Ownership**

**Carol Gorney**

**First Name:** Carol

**Last Name:** Gorney

**City:** iowa city

**State:** iowa

**Zip:** 52240

**Position:** manager

**% of Ownership:** 45.00%

**U.S. Citizen:** Yes

**Gennaro Rusciano**

**First Name:** Gennaro

**Last Name:** Rusciano

**City:** iowa City

**State:** iowa

**Zip:** 52240

**Position:** owner/ chef

**% of Ownership:** 55.00%

**U.S. Citizen:** No

**Insurance Company Information**

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

**Insurance Company:** ILLINOIS CASUALTY CO

**Policy Effective Date:** 10/23/2019

**Policy Expiration** 10/22/2020

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**



## North Liberty Police Department

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

August 15, 2019

Liquor License Check

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

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

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

I recommend the license be granted.

Sergeant Chris Shine



**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:** Rusciano's Authentic Tat of Napoli  
**Name of Business (DBA):** \_\_\_\_\_  
**Address of Business:** 710 Pacha Parkway #5 North Liberty IA 52317  
**Business Phone & Email:** 319-512-1908 cgrllc2016@gmail.com

**City of North Liberty:**

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

**City Official**

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**North Liberty Fire Department:**

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

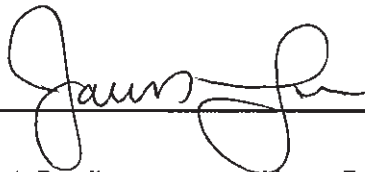
**Fire Inspector**

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**Johnson County Health Department:**

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

**Johnson County Public Health Official**



8/13/19

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

54125

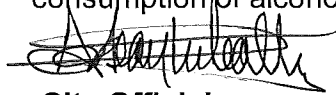
# City of North Liberty Alcoholic Beverage Permit Chapter 120 of the Municipal Code

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

**Legal Name of Applicant:** Rusciano's Authentic Tat of Napoli  
**Name of Business (DBA):** \_\_\_\_\_  
**Address of Business:** 710 Pacha Parkway #5 North Liberty IA 52317  
**Business Phone & Email:** 319-512-1908 cgrllc2016@gmail.com

### City of North Liberty:

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

  
**City Official**

### North Liberty Fire Department:

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

**Fire Inspector**

### Johnson County Health Department:

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

**Johnson County Public Health Official**

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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**Business Phone & Email:** 319-512-1908 cgrllc2016@gmail.com

**City of North Liberty:**

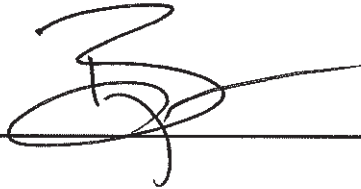
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

**City Official**

**North Liberty Fire Department:**

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

**Fire Inspector**



10/1/19

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

Inspection Type: **Liquor License Inspection**  
Inspection Date: **10/1/2019** By: **Hardin, Bryan E (01-1022)**  
Time In: **17:11** Time Out: **17:30**  
Authorized Date: **Not Authorized** 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:

## Additional Time Spent on Inspection:

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

Notes: No Additional time recorded

**Total Additional Time: 0 minutes**  
**Inspection Time: 19 minutes**  
**Total Time: 19 minutes**

## Summary:

**Overall Result:** Passed

**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: 10/01/2019 17:17

Signature

Date



**Representative Signature:**

Signature of: Gennaro Rusciano on 10/01/2019 17:18

A handwritten signature in blue ink, appearing to read 'Gennaro Rusciano', written over a horizontal line.

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

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

**Applicant License Application ( LC0036492 )**

<b>Name of Applicant:</b> <u>J &amp; A Tap Inc</u>		
<b>Name of Business (DBA):</b> <u>J &amp; A Tap</u>		
<b>Address of Premises:</b> <u>440 N Dubuque Street</u>		
<b>City</b> <u>North Liberty</u>	<b>County:</b> <u>Johnson</u>	<b>Zip:</b> <u>52317</u>
<b>Business</b> <u>(319) 626-3033</u>		
<b>Mailing</b> <u>440 N Dubuque St</u>		
<b>City</b> <u>North Liberty</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52317</u>

**Contact Person**

<b>Name</b> <u>John Hruby</u>	
<b>Phone:</b> <u>(319) 631-4000</u>	<b>Email</b> <u>lynnaf22@yahoo.com</u>

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

**Term:** 12 months

**Effective Date:** 11/01/2019

**Expiration Date:** 10/31/2020

**Privileges:**

Catering Privilege

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

**Status of Business**

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

**Ownership**

**John Hruby**

**First Name:** John

**Last Name:** Hruby

**City:** North Liberty

**State:** Iowa

**Zip:** 52317

**Position:** Owner

**% of Ownership:** 50.00%

**U.S. Citizen:** Yes

**Amanda Lynn-Hruby**

**First Name:** Amanda

**Last Name:** Lynn-Hruby

**City:** North Liberty

**State:** Iowa

**Zip:** 52317

**Position:** Owner

**% of Ownership:** 50.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Illinois Casualty Co

**Policy Effective Date:** 11/01/2019

**Policy Expiration** 10/31/2020

**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:** J & A Tap  
**Name of Business (DBA):** J & A Tap  
**Address of Business:** 440 N. Dubuque Street North Liberty IA 52317  
**Business Phone & Email:** 319-626-3033 or lynnaf22@yahoo.com

**City of North Liberty:**

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

**City Official**

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**North Liberty Fire Department:**

The above referenced property currently complies with International Fire Code.


**Fire Inspector**

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**Johnson County Health Department:**

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

**Johnson County Public Health Official**



8/13/19

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

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City Official

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Fire Inspector



9/25/19

**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**

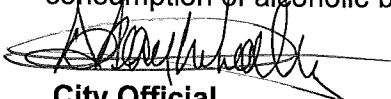
The Municipal Code requires approval from the following City and County Departments.

**Legal Name of Applicant:** J & A Tap  
**Name of Business (DBA):** J & A Tap  
**Address of Business:** 440 N. Dubuque Street North Liberty IA 52317  
**Business Phone & Email:** 319-626-3033 or lynnaf22@yahoo.com

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**City of North Liberty:**

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

  
**City Official**

---

**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

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

August 20, 2019

Liquor License Check

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

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

A record check of the above business shows contact with the North Liberty Police Department by the business name and the business address. From July 24<sup>th</sup>, 2018 until the above date, many of the calls for service are officer initiated type activity. This would include bar/business checks and contact in the parking lot with subjects. A majority are also calls for service like traffic stops, in which the violation did not occur on the property of the bar.

Listed below are other calls:

Assault/Fight – 2  
Intoxication calls – 5  
Alarms – 5

Outside of the 5 intoxication calls above, officers also arrested a total of 5 people during this time period for alcohol related charges on the property. Most of these arrest situations were at the request of staff for law enforcement to respond for a problem. The owners continue to keep the police department aware of activity, restrict customers that have caused problems, and police their business on their own.

I would recommend the council renew the liquor license permit.

Completed by Sergeant Mitch Seymour

# North Liberty Fire Department

Occupancy: **J & A Tap**

Occupancy ID: **BOBS01**

Address: **440 N Dubuque ST Building #612410004  
North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **9/25/2019**

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

Time In: **11:07**

Time Out: **11:40**

Authorized Date: **Not Author**

By:



Form: General Fire  
Inspection Checklist 1.3

Next Inspection Date: **10/25/2019 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**

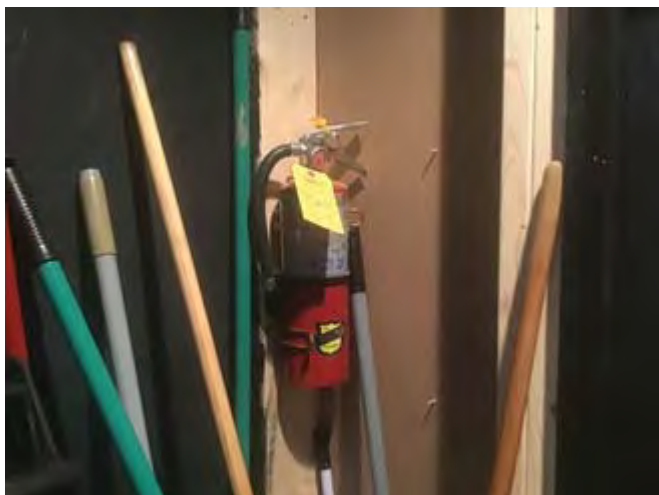
**Notes: Verify fire extinguisher is installed upstairs in storage room. Min size is 5lb, 2A10BC.**

#### Fire Extinguisher Correct Mounted Height (Not more than 5' above the floor)

906.9 Extinguisher installation. The installation of portable fire extinguishers shall be in accordance with Sections 906.9.1 through 906.9.3. 906.9.1 Extinguishers weighing 40 pounds or less. Portable fire extinguishers having a gross weight not exceeding 40 pounds shall be installed so that their tops are not more than 5 feet above the floor. 906.9.2 Extinguishers weighing more than 40 pounds. Hand-held portable fire extinguishers having a gross weight exceeding 40 pounds shall be installed so that their tops are not more than 3.5 feet above the floor. 906.9.3 Floor clearance. The clearance between the floor and the bottom of installed hand-held portable fire extinguishers shall not be less than 4 inches.

**Status: FAIL**

**Notes: Fire extinguisher by cooler, lower so top of fire extinguisher is not more than 5' to the top of the fire extinguisher.**





## Electrical Rooms / Electrical Wiring

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

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

**Status:** FAIL

**Notes:** Missing breaker in main panel. Insert blank in opening.



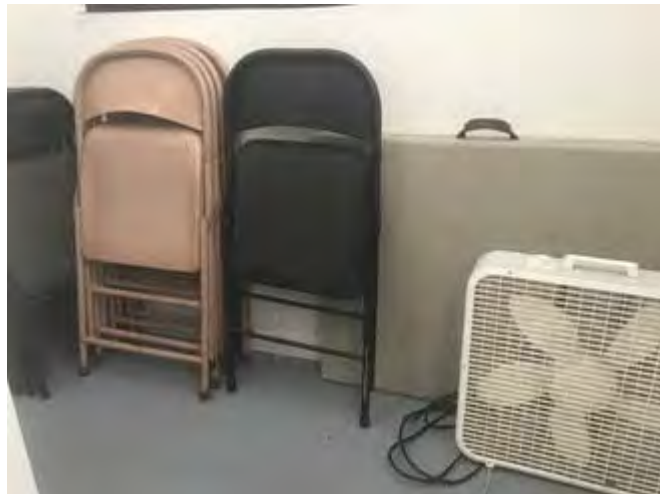
## Means of Egress & Corridors

### Means of Egress Unobstructed

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

**Status:** FAIL

**Notes:** Remove storage from stairs.



**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:** Upstairs storage, top of storage in middle must be at least 18" from the ceiling.



**Additional Time Spent on Inspection:**

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

**Notes:** No Additional time recorded

**Total Additional Time: 0 minutes**  
**Inspection Time: 33 minutes**  
**Total Time: 33 minutes**

**Summary:**

**Overall Result:** Correction Notice Issued

**Inspector Notes:**

**Closing Notes:**

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

**Inspector:**

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

Signed on: 09/25/2019 11:41

Signature

Date

**Representative Signature:**

Signature of: Shannon Rutherford on 09/25/2019 11:44



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

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

**Applicant License Application ( LC0044005 )**

<b>Name of Applicant:</b>	<u>Fiesta North Liberty Inc</u>				
<b>Name of Business (DBA):</b>	<u>Fiesta Mexican Restaurant</u>				
<b>Address of Premises:</b>	<u>720 Pacha Parkway Suite 2 &amp; 3</u>				
<b>City</b>	<u>North Liberty</u>	<b>County:</b>	<u>Johnson</u>	<b>Zip:</b>	<u>52317</u>
<b>Business</b>	<u>(515) 262-1520</u>				
<b>Mailing</b>	<u>720 Pacha Parkway Suite 2 &amp; 3</u>				
<b>City</b>	<u>North Liberty</u>	<b>State</b>	<u>IA</u>	<b>Zip:</b>	<u>52317</u>

**Contact Person**

<b>Name</b>	<u>Antonio Berber</u>				
<b>Phone:</b>	<u>(515) 802-7464</u>	<b>Email</b>	<u>ab@fiestadsm.com</u>		

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

**Term:**12 months

**Effective Date:** 11/01/2019

**Expiration Date:** 10/31/2020

**Privileges:**

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

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

**Ownership**

**Antonio Berber**

**First Name:** Antonio

**Last Name:** Berber

**City:** Adel

**State:** Iowa

**Zip:** 50003

**Position:** President

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Society Insurance</u>				
<b>Policy Effective Date:</b>	<u>11/01/2019</u>	<b>Policy Expiration</b>	<u>11/01/2020</u>		
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>				
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>				
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>				



## North Liberty Police Department

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

August 20, 2019

Liquor License Check

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

Owners: Antonio Berber (DOB: 1985)

The North Liberty Police department does not have any documented contacts for the above owner. On March 14, 2019 at approximately 0246 hours, officers had contact with subjects inside of the business. Julio Cesar Salcydo Ayala, who claimed to be a part owner, was found inside with several others consuming alcohol in violation of the 0200 law. He was cited for selling or dispensing alcohol after hours. The listed owner, Antonio Berber, also appears to be a defendant on a Polk County eviction case filed March 20, 2019 under cause number SCSC633342. It was dismissed on March 27, 2019.

I recommend the license be granted.

Sergeant Mitch Seymour



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

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

**Legal Name of Applicant:** Fiesta Mexican Restaurant  
**Name of Business (DBA):** \_\_\_\_\_  
**Address of Business:** 720 PachaParkway Suites 2 & 3 North Liberty IA 52317  
**Business Phone & Email:** 515-802-7464 berberramirez@hotmail.com

**City of North Liberty:**

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

**City Official**

\_\_\_\_\_

**North Liberty Fire Department:**

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

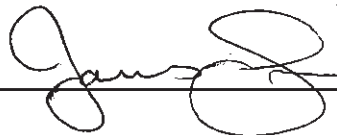
**Fire Inspector**

\_\_\_\_\_

**Johnson County Health Department:**

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

**Johnson County Public Health Official**



8/13/19

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:** Fiesta Mexican Restaurant

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

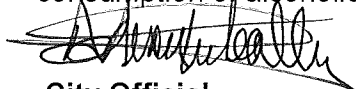
**Address of Business:** 720 PachaParkway Suites 2 & 3 North Liberty IA 52317

**Business Phone & Email:** 515-802-7464 berberramirez@hotmail.com

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**City of North Liberty:**

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

  
**City Official**

---

**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**

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

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

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

**Legal Name of Applicant:** Fiesta Mexican Restaurant  
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**Address of Business:** 720 PachaParkway Suites 2 & 3 North Liberty IA 52317  
**Business Phone & Email:** 515-802-7464 berberramirez@hotmail.com

**City of North Liberty:**

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

**City Official**

---

**North Liberty Fire Department:**

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

**Fire Inspector**



10/1/19

**Johnson County Health Department:**

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

**Johnson County Public Health Official**

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



# North Liberty Fire Department

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

Inspection Type: **Liquor License Inspection**  
Inspection Date: **10/1/2019** By: **Hardin, Bryan E (01-1022)**  
Time In: **16:40** Time Out: **17:10**  
Authorized Date: **Not Authorized** By:

Next Inspection Date: **10/31/2019 Reinspection**



Form: General Fire  
Inspection Checklist 1.3

## Inspection Description:

### ORDER TO COMPLY:

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

## Inspection Topics:

### Fire Extinguishers

#### Fire Extinguisher Unobstructed & Unobscured

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

**Status: FAILED & CORRECTED**

**Notes: Kitchen exit; Keep access clear to fire extinguisher and fire alarm pull station.**



## 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, remove storage under electrical panel.



## Kitchen Hood System

### Proper Fryer Separation From Surface Flames

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

**Status:** FAIL

**Notes:** Install shield on left side of fryer.



**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:** Kitchen, reduce storage height.



**Additional Time Spent on Inspection:**

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

**Total Additional Time: 0 minutes**  
**Inspection Time: 30 minutes**  
**Total Time: 30 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: 10/01/2019 17:00

Signature

Date

**Representative Signature:**

Signature of: Jaime marquez on 10/01/2019 17:46

A handwritten signature in blue ink, appearing to read 'Jaime Marquez', is written above a horizontal line.

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

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



**APPLICATION AND CERTIFICATE FOR PAYMENT  
AIA DOCUMENT G702**

PAGE ONE OF THREE PAGES

**TO OWNER:**

City of North Liberty  
3 Quail Creek Circle  
North Liberty, IA 52317

**PROJECT:**

North Liberty Police Department  
North Liberty, Iowa

**APPLICATION NO:** 3  
**APPLICATION DATE:** 09/25/19  
**PERIOD TO:** 09/25/19  
**PROJECT NO:** 1713

Distribution to:  
OWNER  
CONSTRUCTION  
MANAGER  
ARCHITECT  
CONTRACTOR  
OTHER  
OTHER

**FROM CONTRACTOR:**

Tricon General Construction  
2245 Kerper Blvd, Ste 2  
Dubuque, IA 52001

**CONTRACT DATE:**

**CONTRACT FOR:** General Construction

**VIA ARCHITECT:** Police Facility Design Grp, 500 Grand Blvd, Ste 201A, Kansas City, MO 6410

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$5,567,000.00
2. Net change by Change Orders	(\$694,281.01)
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$4,872,718.99
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$1,587,546.24
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$79,377.31
b. 5% of Stored Material (Column F on G703)	\$0.00
<b>TOTAL RETAINAGE</b> (Lines 5a + 5b or Total in Column I of G703)	\$79,377.31
6. TOTAL EARNED LESS RETAINAGE	\$1,508,168.93
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$1,128,311.97
8. CURRENT PAYMENT DUE	\$379,856.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$3,364,550.06

**CONTRACTOR:** Tricon Construction Group

By: Dracey Moore

Date: 9.25.19

State of: Iowa County of: Dubuque  
Subscribed and sworn to before me this 25th day of September 2019

Notary Public:

Mary K. Stone



**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED**

\$ 379,856.96

(Attach explanation if amount certified differs from amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

**ARCHITECT**

By: AMB

Date: 9/30/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months		\$700,548.00
Total approved this Month	\$6,266.99	
<b>TOTALS:</b>	\$6,266.99	\$700,548.00
<b>NET CHANGES by Change Order:</b>	(\$694,281.01)	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER ADVISER 1992 EDITION AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE. N.W. WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401- Certification of Document's Authenticity.

**Contractor's Application for Payment No. 1**

Application Period: August/September 2019	Application Date: 9/17/2019
To (Owner): City of North Liberty	From (Contra Northway Well & Pump Company)
Project: Well 5 Re-Casing Project	Via (1) Fox Engineering
Owner's Contract No :	Contractor's Project No : Engineer's Project No : 3373-19A

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
<b>TOTALS</b>		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	<b>\$519,436.92</b>
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	<b>\$519,436.92</b>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>		
(Column F total on Progress Estimates).....	\$	<b>\$55,615.00</b>
<b>5. RETAINAGE:</b>		
a. 5% X \$55,615.00 Work Completed.....	\$	<b>\$2,780.75</b>
b. X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	<b>\$2,780.75</b>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	<b>\$52,834.25</b>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	<b>\$52,834.25</b>
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>		
(Column G total on Progress Estimates + Line 5.c above).....	\$	<b>\$466,602.67</b>

**Contractor's Certification**

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

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

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

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

---

Contractor Signature

By: Tom Engelken Date: 9-30-19 9/17/2019

Payment of: \$ 52,834.25  
(Line 8 or other - attach explanation of the other amount)

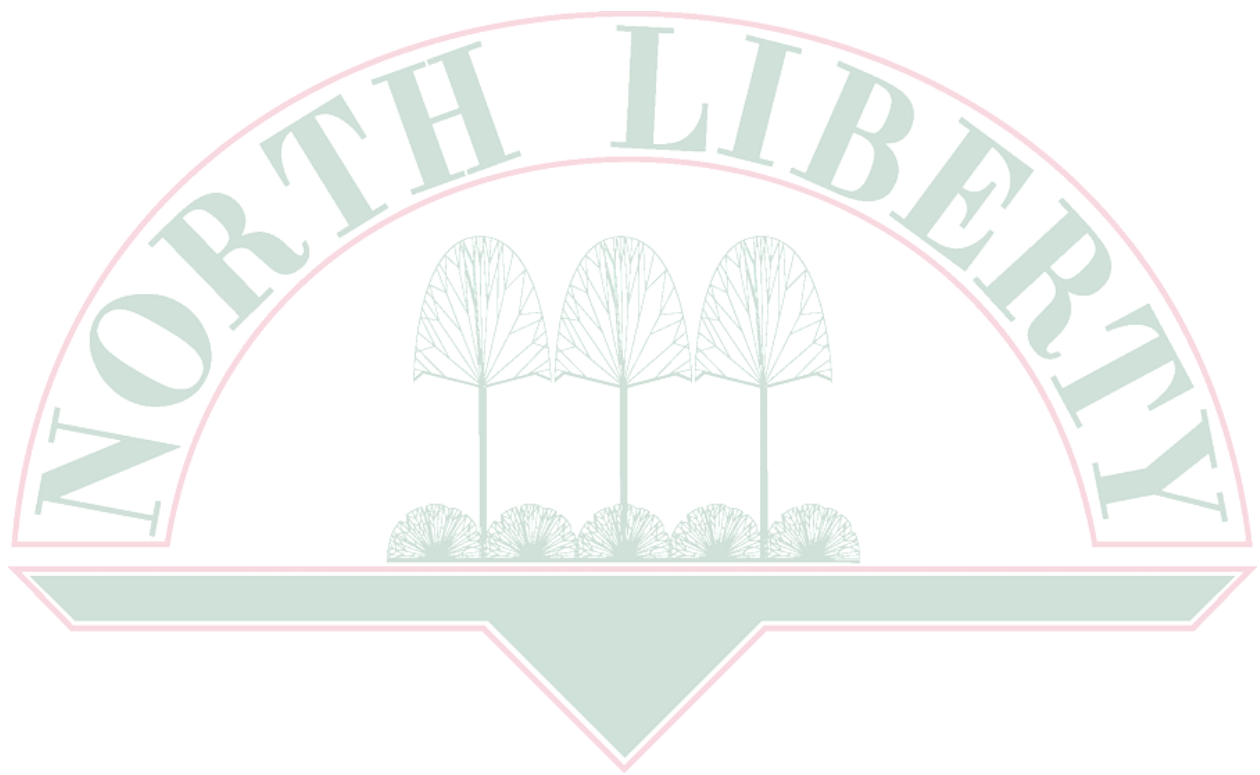
is recommended by: Taylor Stopper 9/30/2019  
(Engineer) (Date)

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

is approved by: \_\_\_\_\_  
(Owner) (Date)

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

# Visioning and Branding



# City of North Liberty

# RESEARCH OVERVIEW



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## ***Executive Summary***

Primary consumer research provides insights into the beliefs and opinions of your most important audience and engages them early in the branding and visioning process.

The City of North Liberty research reinforced many of the commonly held beliefs about the community and provided valuable information about what residents deemed important about the community now and how they would like the community to evolve in the future.

By and large, North Liberty residents are extremely positive about their community. They like where they live and are proud to be there. They perceive the community as centrally located and convenient to everything they need such as jobs, family and entertainment. They also feel a sense of community and safety within their neighborhoods.

Although there is disagreement on a number of topics such as sustained community growth (some want to see growth continue, others would prefer it slows) and affordability (some perceived the community as expensive with no affordable housing options and high taxes, while others felt it was affordable compared to other options), even those that disagree are typically positive about North Liberty overall.

The one area that was identified as having the most potential for improvement is the desire for more opportunities and spaces for community engagement and gathering. Although residents reported feeling close to their community, they also reported the need for a town square, larger rec center or some sort of focal point that is uniquely North Liberty. Although this may not be a possibility at this time, it should be considered with future development plans.

North Liberty has a positive reputation, happy residents and engaged city leadership. The rebranding, visioning and streetscaping efforts will further reinforce the connection to the community and provide another opportunity to share North Liberty's community pride.



---

## Research



**In-person key stakeholder meeting with city leadership, staff, business and community leaders.**



**Online Survey to residents and visitors.**



**Spark North Liberty Community Event – a night of big ideas and storytelling.**



### The Data

- 1,386 total respondents to the online survey.
- Fairly even distribution of age, length of residency and household income. Three quarters of respondents were female.
- Nearly 90% were residents, 10% were visitors.

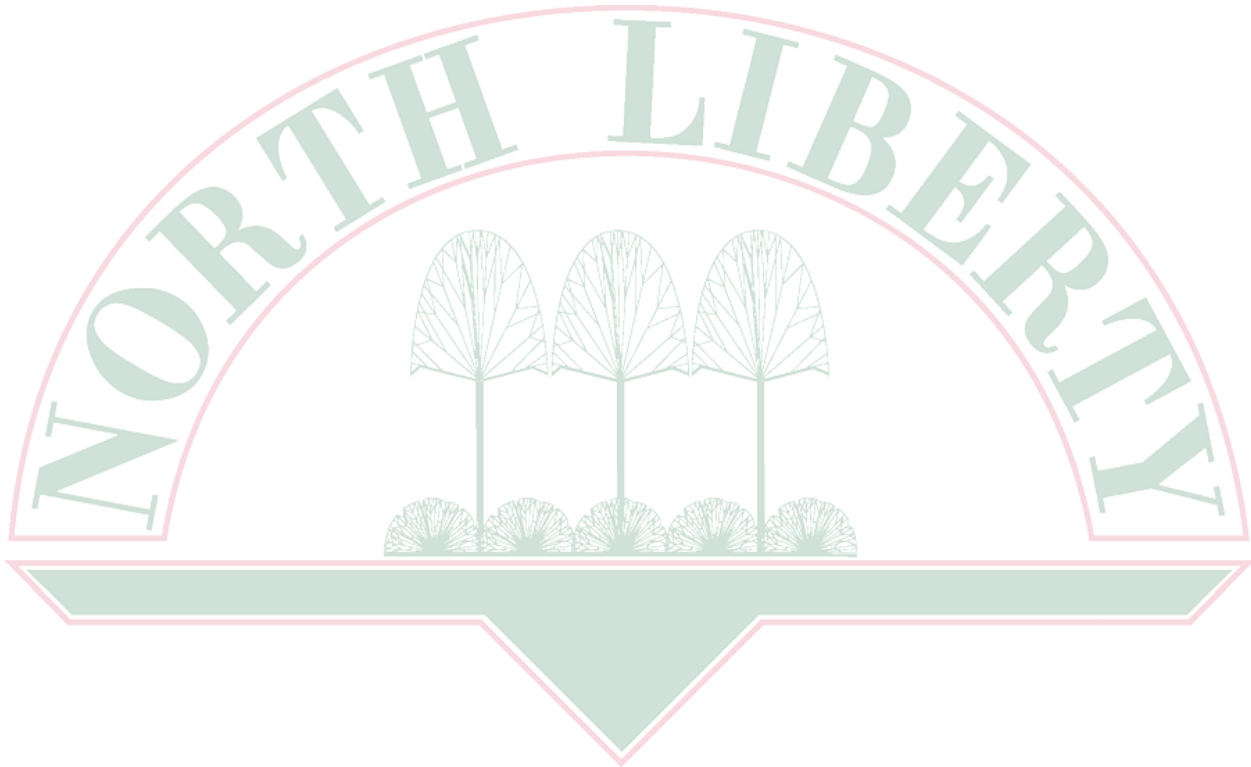


### Attitudes/Perceptions of North Liberty

- 96.8% of respondents rate North Liberty as *Good*, *Very Good* or *Excellent* as a place to live.
- People choose to live in North Liberty for these main reasons:
  - Close to job
  - Safe community
  - Good schools
  - Affordable
  - Close to family/friends
  - Other: between Cedar Rapids/Iowa City, location, close to UI and UI Hospitals, affordable houses/new houses, small town feel
- Top five responses to “what is the best thing about living in North Liberty?”
  - Location
  - Community
  - Close
  - Small town feel
  - People
- 90% of respondents are *somewhat* or *very likely* to recommend North Liberty to others.
- With current streetscape/environmental markers, 74% of respondents report that they can tell when they arrive in North Liberty.
- A high percentage of respondents, nearly 82%, felt the current streetscape enhancements such as roundabouts, pole banners and median plantings, added to the community identity.



# Diamond Dreams Site Plan





Recommended for approval by the Planning Commission at their meeting on October 1, 2019.

September 26, 2019

## **Memo**

To: North Liberty Planning Commission  
From: Dean Wheatley, Planning Director  
Subject: Request from Jeff Mekota to approve a site plan for a mixed-use development in the I-380 Industrial Park Area west of I-380.  
(Legal: I-380 Industrial Park Lot 11)

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

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

This request is to approve a site plan for a large indoor sports facility and warehouse/contractor unit development located on Stoner Court east of Herky Drive, on property zoned I-1 (Industrial). A previously-approved site plan featured only storage/contractor unit buildings.

The **site layout** packs a lot of concrete and buildings on the site with a large stormwater management area at the south and an open grassy area in the center that might later be revised for additional construction (which would require a revised site plan). There is little synergy between the two uses – contractor units and sports facility, but the Zoning Ordinance permits more than one use on Industrial zoned lots. The site is quite flat and landscaping is minimal to meet code. The site is well laid out so that none of the overhead doors is facing the public street and the best side of the sports facility is most dominant.

The **buildings** are metal construction, with masonry content that meets or exceeds North Liberty standards.

The most recent similar plans for mini warehouse/contractor shop development included windows within the outside elevations, which helped break up the monotony of the long sides, and featured enhanced building elevations through offsets and corner taller structures, but the difference is that the former was in a commercially-zoned area highly visible from I-380 and this site is at an industrial-zoned lot internal to the area.

The sports facility will be home to Diamond Dreams youth sports company. More details are included in the attached information provided by the developer, but the company provides instruction for youth baseball, softball, and some football. Open space behind the building can be used for outdoor instruction and eventually additional building space for uses associated with the sports facility.

**Parking** needs are difficult to assess for this development, especially because of the two very different development types. 125 total spaces are proposed, 26 along the east boundary and accessible mostly only to the warehouse portion of the site, and 35 spaces along the southern edge of the site that might be available for either use, and 64 spaces along the western boundary of the lot and mostly accessible only to the sports facility.

The parking requirement for warehouse uses is 1 space per 2,000 gross square feet plus 1 space per employee. The problem with that requirement is that some units may be used only for storage and require no parking, others may be used as contractor bays that include significant numbers of employees and service vehicles, and some may be combined for larger users. The base rate of 1 space per 2,000 gross feet would require only 12 parking spaces. If we assume there will be at least one person staffing each unit, or at least arriving at each unit, that would add 16 spaces for a total of 28. Some comparisons are:

- RTST LLC approved in 2013 is 13,750 square feet with 10 units and 47 total parking spaces. This equates to 1 space per 293 square feet or 4.7 parking spaces per unit. The first business to occupy the building is a commercial car repair shop and rental agency with significant parking needs that will likely limit future uses in the building.
- North Park Subdivision Lot 2 approved in 2016 is 22,500 square feet of buildings with 15 units and 70 parking spaces. This equates to 1 space per 321 square feet or 4.6 parking spaces per unit. Parking does not seem to be problematic at this development.

**Applying the rough numbers from the previous two examples to the warehouse portion of the current site plan would result in about 80 spaces based on square footage or 74 spaces based on spaces per unit.**

Parking needs for sports facilities such as that proposed is extremely difficult to assess. This use might functionally be most closely related to “Place of Worship” in the Zoning Ordinance parking table, which requires 1 space for every 10 seats provided, or the “Assembly” category, which requires 1 space for every 4 seats provided. A “per seat” standard is far from ideal in most circumstances, including this one. Some very rough comparable existing uses might include:

- Core Fitness is approximately 34,850 square feet and has 138 parking spaces (assuming the office space parking is along the east side of the building). That parking is seldom observed fully used. Parking is 1 space per 252 square feet.
- The site developer has submitted text explaining how the facility is intended to be used and that around 55 persons maximum might be expected at the facility at any given time, including kids, parents, and coaches. Of course, that does not equate to 55 parking spaces because a significant number of the kids will be in the same car as parents.

**Applying the admittedly very rough average of 319 square feet per parking spot to the sports facilities portion of the current site plan would result in about a need of 68 spaces. This number is likely high because the Core Fitness building contains other uses, but interestingly is very close to the number of spaces along the west side of the proposed sports facility.**

In sum, parking for the warehouse portion of the site is likely to require around 75-80 spaces based on previous examples, and parking for the sports facility is likely to require around 55-68 spaces, for a total of 130-148, while 125 are proposed. Because of the uncertainties in reaching demand levels as outlined above and the potential for shared parking on the site, staff recommends this proposal be considered acceptable for parking, and recommends approval of the site plan.

Notes:

No outside storage areas are shown and so no outside storage or display will be allowed unless code requirements for such storage are met.

A BMP maintenance agreement is required. Provide BMP maintenance requirements in Word form for inclusion with the agreement. The City shall prepare the BMP maintenance agreement once received.

The stormwater management design is intended for this site plan – without a future building addition south of the proposed sports facility. This would not allow further development of the site.

A signed agreement/acknowledgement stating that no occupancy permits will be issued for units once the amount of parking required for leased units reaches the amount provided is required prior to issuance of a building permit. Stated another way, once the provided parking is assigned as required by code, no more units may be leased or will be approved for Certificates of Occupancy. The City will provide the agreement language.



# SITE PLAN I-380 INDUSTRIAL PARK, LOT 11 NORTH LIBERTY, IOWA

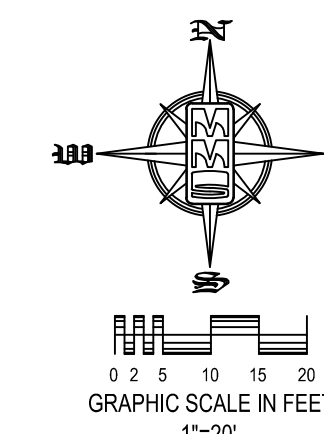
PLAT PREPARED BY:  
MMS CONSULTANTS INC.  
1917 S. GILBERT STREET  
IOWA CITY, IA 52240

OWNER/DEVELOPER:  
JEFF MEKOTA  
530 FOX RUN  
NORTH LIBERTY, IA 52317

APPLICANT:  
MIKE BAILS  
250 HOLIDAY ROAD  
CORALVILLE, IA 52241

DEVELOPERS ATTORNEY:  
C. JOSEPH HOLLAND  
122 N. LINN STREET, STE 300  
IOWA CITY, IA 52245

- SHEET INDEX**
- 1 TITLE SHEET/OVERALL LAYOUT PLAN
  - 2 GRADING PLAN
  - 3 EROSION CONTROL PLAN AND SWPPP
  - 4 UTILITY PLAN
  - 5 LANDSCAPE PLAN
  - 6 GENERAL NOTES AND DETAILS



**LEGAL DESCRIPTION**  
LOT 11, I-380 INDUSTRIAL PARK, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF RECORDED IN BOOK 4047, PAGE 3643 IN THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE, CONTAINING 5.01 ACRES AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**APPLICANT**  
MIKE BAILS  
250 HOLIDAY ROAD  
CORALVILLE, IA 52241

**DEVELOPMENT CHARACTERISTICS**  
CURRENT ZONING: I-1  
LOT AREA: 218,419 SF (5.01 ACRES)

**SETBACK REQUIREMENTS**  
BUILDING SETBACKS:  
FRONT YARD: 25 FEET  
SIDE YARD: 20 FEET  
REAR YARD: 20 FEET

**PARKING SETBACKS:**  
FRONT: 10 FEET  
SIDE: 5 FEET  
REAR: 5 FEET

**MINIMUM LOT REQUIREMENTS**  
LOT FRONTAGE: 35 FEET  
LOT WIDTH: 35 FEET  
MAXIMUM BUILDING HEIGHT: 45 FEET OR 3 STORES

**LOT CHARACTERISTICS**  
LOT AREA - PROPOSED: 218,419 SF (100% (5.01 AC))  
PAVING AREA - PROPOSED: 45,475 SF (21%)  
GREEN SPACE AREA: 77,879 SF (36%)  
GREEN SPACE AREA: 85,065 SF (43%)

**BUILDING CHARACTERISTICS:**  
1 - SPORTS FACILITY @ 21,475 SF  
1 - PROPOSED WAREHOUSE/16-UNIT BUILDINGS @ 1,500 SF (24,000 SF TOTAL)

**PARKING REQUIREMENTS:**  
SPORTS FACILITY:  
1 SPOT PER 500 SF  
31,475 SF / 500 = 63 TOTAL SPACES REQUIRED

**PROPOSED WAREHOUSE:**  
CODE PARKING STANDARDS DO NOT APPLY WELL FOR EITHER OF THESE TWO USES. PREVIOUS APPROVED WAREHOUSE PLANS HAVE PROVIDED APPROXIMATELY 4.7 PARKING SPACES PER UNIT IN THE BUILDING OR ONE PARKING SPACE PER 300 GROSS SQUARE FEET OF BUILDING AREA, AND SPORTS FACILITIES IN GENERAL PROVIDE ROUGHLY 1 PARKING SPACE PER 300 GROSS SQUARE FEET OF BUILDING AREA. SEPARATELY, THESE TWO USES ARE ESTIMATED TO NEED 130-148 SPACES; HOWEVER, SHARED PARKING BETWEEN THE TWO USES IS POSSIBLE, THE PROPOSED TOTAL IS 125 SPACES.

**TOTAL PARKING PROVIDED (ADA PROVIDED = 5) = 125 SPACES**

ALL GROUND MOUNTED MECHANICAL UNITS SHALL BE SCREENED WITH LANDSCAPING. (SEE LANDSCAPING PLAN).  
SNOW STORAGE FOR THE SITE CAN BE PROVIDED AT THE SOUTH SIDE OF THE SITE.



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
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(319) 351-6282  
www.mmsconsultants.net

Date	Revision
05/29/18	PER CITY REVIEW -MAK
07/13/18	ADDED UTILITY LABELS -BTM
08/30/18	RESUBMITTAL -MAK
09/19/18	PER CITY REVIEW -MAK
09/27/18	PER CITY COMMENTS -BTM
10/02/18	PER CITY COMMENTS -BTM

**STANDARD LEGEND AND NOTES**

- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- EXISTING RIGHT-OF-WAY LINES
- CENTER LINES
- EXISTING CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- PROPOSED EASEMENT LINES
- EXISTING EASEMENT LINES
- BENCHMARK
- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER

**EXISTING:**

- POWER POLE
- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- GUY POLE
- LIGHT POLE
- SANITARY MANHOLE
- FIRE HYDRANT
- WATER VALVE
- DRAINAGE MANHOLE
- CURB INLET
- FENCE LINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- WATER LINES
- ELECTRICAL LINES
- TELEPHONE LINES
- GAS LINES
- CONTOUR LINES (1' INTERVAL)
- PROPOSED GROUND
- EXISTING TREE LINE
- EXISTING DECIDUOUS TREE & SHRUB
- EXISTING EVERGREEN TREES & SHRUBS

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

**PAVEMENT LEGEND**

- 7" PCC 4500 PSI OVER 6" GRANULAR BASE -DESIGNED TO SUPPORT THE SINGLE AXLE WEIGHT OF THE NORTH LIBERTY 75,000 LBS GROSS WEIGHT FIRE TRUCK (52,527 SF)
- 5" PCC PARKING OVER 4" GRANULAR BASE (22,098 SF)
- 4" PCC SIDEWALK (6,426 SF)

NOTE: THESE QUANTITIES REFLECT THE OVERALL SITE INCLUDING WORK WITHIN THE RIGHT OF WAY

NOTE: ON-SITE LIGHTING SHALL BE WALL MOUNTED, DOWN CAST LIGHTING.

**KEYNOTES**

NUMBER	KEYNOTE
101	INSTALL DRIVE PER DETAIL (THICKNESS AND MATERIAL AS NOTED)
102	INSTALL 6" STANDARD CURB
103	BUILDING SETBACK LINE
104	INSTALL P.C.C. SIDEWALK PER NORTH LIBERTY MUNICIPAL DESIGN STANDARDS
105	SIDEWALK THICKENED EDGE
106	GRIND EXISTING CURB, INSTALL TYPE 'A' CONCRETE DRIVEWAY AND SIDEWALK PER SUDAS DETAIL 7030.101
107	INSTALL ACCESSIBLE PARKING, RAMPS, STRIPING AND SIGNAGE PER DETAILS
108	DUMPSTER ENCLOSURE
109	SAWCUT PAVEMENT AND REPLACE EXISTING DRIVE ENTRANCE WITH STANDARD 6" CURB AND GUTTER
110	INSTALL BIKE RACK
111	INSTALL 4" WIDE PAVEMENT MARKINGS (TYP)
112	RELOCATE EXISTING ELECTRICAL BOX, MIN 2' CLEAR FROM PUBLIC SIDEWALK
113	RELOCATE EXISTING TELEPHONE BOX, MIN 2' CLEAR FROM PUBLIC SIDEWALK
114	CURB TRANSITION
115	MECHANICAL UNITS

**SURVEY CONTROL**

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
V1	1093.5165	2545.4650	793.28	ARROW BOLT ON HYDRANT ON SOUTH SIDE OF STONER COURT 110 FEET SOUTHWEST OF ELECTRIC TRANSFORMER LOCATED ON NORTH SIDE OF STONER COURT AT SOUTHWEST CORNER OF LOT 9 (ASSUMED)
V2	1214.0357	2299.5405	797.27	ARROW BOLT ON HYDRANT ON SOUTH SIDE OF STONER COURT 380 FEET SOUTHWEST OF ELECTRIC TRANSFORMER LOCATED ON NORTH SIDE OF STONER COURT AT SOUTHWEST CORNER OF LOT 9 (ASSUMED)
V3	1190.5129	2402.8215	792.63	CUT "X" IN CENTER OF STONER COURT 210 FEET SOUTHWEST OF ELECTRIC TRANSFORMER LOCATED ON NORTH SIDE OF STONER COURT AT SOUTHWEST CORNER OF LOT 9 (ASSUMED)



**UTILITIES**  
THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL NO LESS THAN 48 HOURS IN ADVANCE OF ANY DIGGING OR EXCAVATION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IF IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN, IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THEREOF; NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

## TITLE SHEET/ OVERALL LAYOUT PLAN

LOT 11,  
I-380 INDUSTRIAL PARK  
NORTH LIBERTY  
JOHNSON COUNTY  
STATE OF IOWA

MMS CONSULTANTS, INC.  
Date: 5-1-2018  
Designed by: BTM Field Book No: 1217  
Drawn by: MAK Scale: 1"=20'  
Checked by: BTM  
Project No: IOWA CITY 1  
10477-002





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### GRADING PLAN

LOT 11,  
I-380 INDUSTRIAL PARK

NORTH LIBERTY  
JOHNSON COUNTY  
STATE OF IOWA

MMS CONSULTANTS, INC.

Project No. IOWA CITY 10477-002

Scale: 1"=20'

Sheet No. 2

#### STANDARD LEGEND AND NOTES

- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- EXISTING RIGHT-OF-WAY LINES
- CENTER LINES
- EXISTING CENTER LINES
- LOT LINES, INTERNAL
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- PROPOSED EASEMENT LINES
- EXISTING EASEMENT LINES
- BENCHMARK
- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER

EXIST - (S)

PROP - (S)

- POWER POLE
- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- QUIF POLE
- LIGHT POLE
- SANITARY MANHOLE
- FIRE HYDRANT
- WATER VALVE
- DRAINAGE MANHOLE
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- CONTOUR LINES (1' INTERVAL)
- EXISTING TREE LINE
- EXISTING DECIDUOUS TREE & SHRUB
- EXISTING EVERGREEN TREES & SHRUBS

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

#### PERMANENT SEEDING OF URBAN AREAS

SUDAS TYPE 1 PERMANENT LAWN MIXTURE SHALL BE USED FOR PERMANENT SEEDING OF URBAN AREAS, INCLUDING ANY AREAS PREVIOUSLY MAINTAINED AS A LAWN. (SDAS 9010.2(2)). THE APPLICATION RATE SHALL BE AS LISTED BELOW:

TABLE 9010.06: TYPE 1 SEED MIXTURE (1)

COMMON NAME	APPLICATION RATE lb/acre
CREeping RED FESCUE	25
TURF-TYPE PERENNIAL RYEGRASS (2)	20
TURF-TYPE PERENNIAL RYEGRASS (3)	20
KENTUCKY BLUEGRASS CULTIVAR (3)	65
KENTUCKY BLUEGRASS CULTIVAR (3)	65
KENTUCKY BLUEGRASS CULTIVAR (3)	65

(1) A COMMERCIAL MIXTURE MAY BE USED IF IT CONTAINS A HIGH PERCENTAGE OF SIMILAR BLUEGRASSES, IT MAY OR MAY NOT CONTAIN CREeping RED FESCUE.  
(2) CHOOSE TWO DIFFERENT CULTIVARS OF TURF-TYPE PERENNIAL RYEGRASS, AT 20 lb/A/ACRE EACH.  
(3) CHOOSE THREE DIFFERENT CULTIVARS OF KENTUCKY BLUEGRASS, AT 65 lb/A/ACRE EACH.

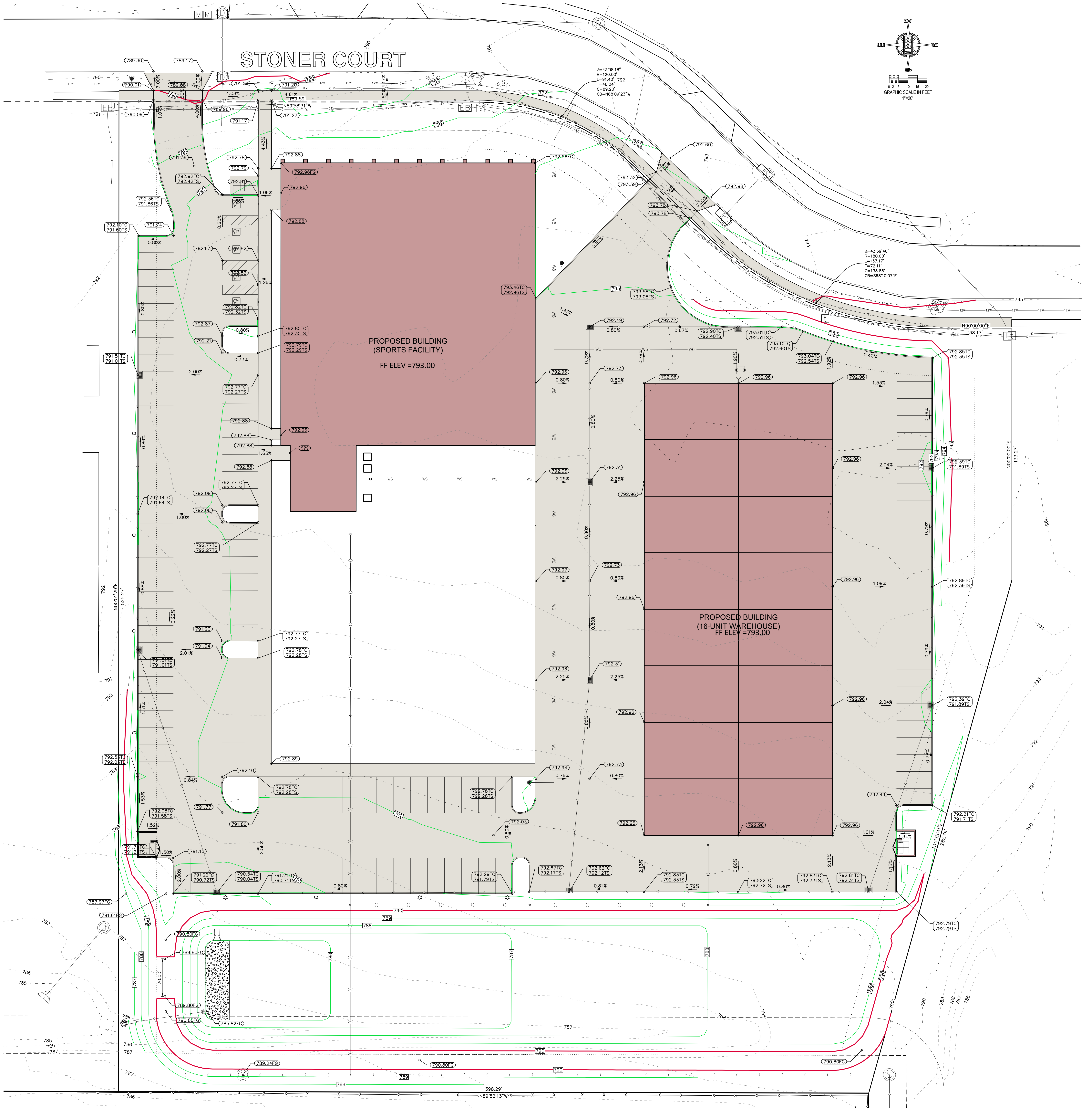
- #### GRADING NOTES
- 1.) MAXIMUM SLOPE ON CUTS AND FILLS SHALL BE 3:5. HORIZONTAL TO 1: VERTICAL.
  - 2.) NO EXCAVATION SHALL BE ALLOWED WITHIN 2' OF PROPERTY LINES.
  - 3.) WHERE HEIGHT OF FILL IS GREATER THAN 30' AN INTERMEDIATE TERRACE OF AT LEAST 6' WIDE SHALL BE ESTABLISHED AT MID HEIGHT. SEE TYPICAL FIL SECTION.
  - 4.) COMPACTION TO BE 90% MODIFIED PROCTOR WHERE > 6:1 SLOPE.
  - 5.) ALL TREES OUTSIDE THE LIMITS OF GRADING OPERATIONS SHALL BE SAVED, UNLESS OTHERWISE INDICATED TO BE REMOVED. TREES NEAR THE EDGES OF GRADING LIMITS AND IN THE STORM WATER RETENTION BASIN AREAS SHALL BE SAVED IF POSSIBLE. WITHIN THE REQUIREMENTS OF THE SPECIFICATIONS.
  - 6.) PRIOR TO ANY GRADING A CONSTRUCTION SAFETY FENCE SHALL BE INSTALLED 50 FEET FROM TRUNKS OF TREES TO BE PROTECTED.
  - 7.) STABILIZATION SEEDING SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NOT MORE THAN 14 DAYS, UPON COMPLETION OF GRADING IN ANY AREA OF GRADING OPERATIONS. DISTURBED AREAS SHALL BE KEPT AS SMALL AS POSSIBLE TO PREVENT LARGE SCALE EROSION PROBLEMS. IF THE GRADING CONTRACTOR STOPS GRADING OPERATIONS FOR MORE THAN 14 DAYS, THEN STABILIZATION SEEDING SHALL BE DONE ON ALL DISTURBED AREAS.
  - 8.) SILT FENCE LOCATIONS AND LENGTHS, AS INDICATED, ARE APPROXIMATE ONLY. FINAL LOCATIONS AND LENGTHS WILL BE DETERMINED, AS NEEDED, UPON COMPLETION OF GRADING OPERATIONS IN AN AREA.
  - 9.) ALL STREET SUBGRADES SHALL BE CONSTRUCTED AND COMPACTED IN ACCORDANCE WITH CITY OF NORTH LIBERTY DESIGN AND CONSTRUCTION STANDARDS AND PROCEDURES.

THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PER IDOT STANDARD ROAD PLANS AND CITY OF NORTH LIBERTY REQUIREMENTS AT ALL TIMES DURING WORK WITHIN PUBLIC R.O.W.

THE CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

GRADING TOPSOIL NOTE:  
PRIOR TO FINAL SEEDING, ALL GREEN SPACE SHALL BE TILLED TO A MINIMUM DEPTH OF 12" AND COVERED WITH A MINIMUM OF 6" OF TOPSOIL. CONTRACTOR SHALL BE RESPONSIBLE FOR STOCKPILING ADEQUATE TOPSOIL FOR ALL GREEN SPACE.

- #### NOTES
1. ALL ELEVATIONS ARE TOP OF SLAB UNLESS NOTED OTHERWISE.
  2. FINAL STABILIZATION SHALL BE IMPLEMENTED WITHIN 14 DAYS OF FINAL GRADING COMPLETION.



#### UTILITIES

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESIDENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

IOWA ONE CALL





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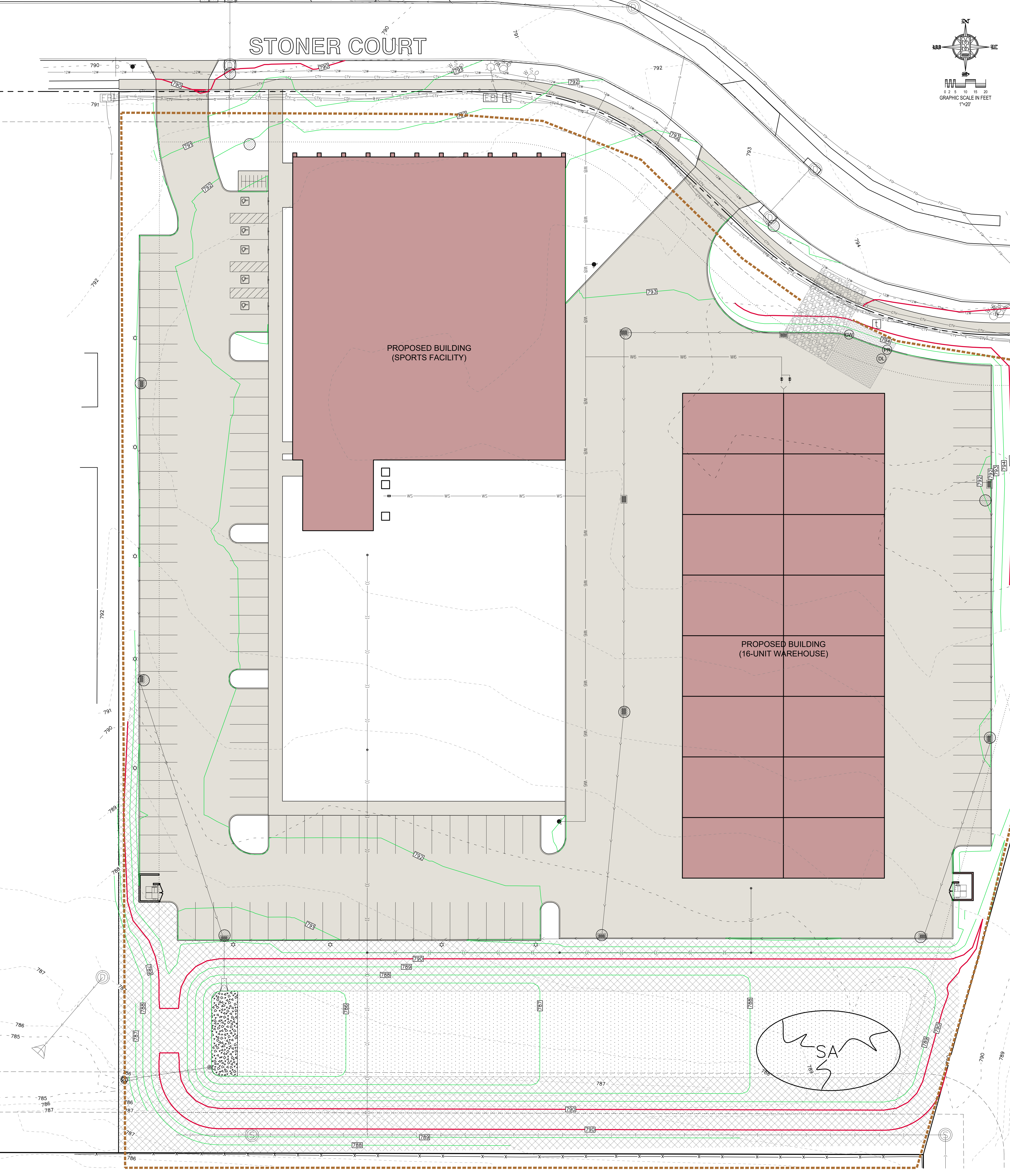
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EROSION CONTROL  
PLAN AND SWPPP

LOT 11,  
I-380 INDUSTRIAL PARK

NORTH LIBERTY  
JOHNSON COUNTY  
STATE OF IOWA

MMS CONSULTANTS, INC.  
Date: 5-1-2018  
Field Book No: 1217  
Designed by: BTM Scale: 1"=20'  
Drawn by: MAK Sheet No: 3  
Checked by: BTM  
Project No: IOWA CITY  
10477-002



### EROSION CONTROL LEGEND

--- SILT FENCE	--- PERIMETER SILT FENCE
--- TEMPORARY ROCK CONSTRUCTION ENTRANCE/EXIT	--- TEMPORARY SOIL STOCKPILE AREA
--- TEMPORARY PARKING AND STORAGE	--- DIRECTION OF OVERLAND FLOW
--- CONCRETE TRUCK/EQUIPMENT WASHOUT	--- DUMPSTER FOR CONSTRUCTION WASTE
--- PORTABLE RESTROOM	--- RIP RAP OUTLET PROTECTION
--- DOCUMENT LOCATION (PERMITS, SWPPP, INSPECTION FORMS, ETC.)	--- EROSION CONTROL BLANKET: NORTH AMERICAN GREEN SC150 OR APPROVED EQUIVALENT
--- INLET PROTECTION: 1. PRIOR TO STREET PAVING: INSTALL FABRIC UNDER INTAKE GRATE. 2. FOLLOWING STREET PAVING AND INSTALLATION OF GRATE: INSTALL FILTER SOCK ON ALL UPSLOPE SIDES WITH WIDTHS SUFFICIENT TO POSITION SOCK AROUND THE PERIMETER OF THE INLET GRATE.	--- OTHER MEASURE: 01 02 03
--- FILTER SOCK BEHIND CURB AT CURB RAMP	--- OTHER MEASURE:

NOTES:  
ALL SLOPES GREATER THAN 4:1 SHALL HAVE MATTING MEETING OR EXCEEDING SC150 APPLIED OVER SEEDING SURFACE.  
THE ABOVE LISTED ITEMS ARE SHOWN IN THEIR RECOMMENDED LOCATIONS. IF A CONTROL MEASURE IS ADDED OR MOVED TO A MORE SUITABLE LOCATION, INDICATE THE REASON ON THIS SHEET. THE BLANKS LEFT FOR OTHER MEASURES SHOULD BE USED IF AN ITEM NOT SHOWN ABOVE IS IMPLEMENTED ON SITE. ADDITIONAL PRACTICES FOR EROSION PREVENTION AND SEDIMENT CONTROL CAN BE FOUND IN APPENDIX D OF THE SWPPP.

### STABILIZATION SEEDING

STABILIZATION SEEDING SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9010.2.02 SEED MIXTURES AND SEEDING DATES.

TABLE 9010.06: TYPE 4 SEED MIXTURE

COMMON NAME	APPLICATION RATE lb/acre
SPRING - MARCH 1 - MAY 20	
ANNUAL RYEGRASS	40
GRASS*	65
SUMMER - MAY 21 - AUGUST 14	
ANNUAL RYEGRASS	50
GRASS*	95
FALL - AUGUST 15 - SEPTEMBER 30	
ANNUAL RYEGRASS	40
GRASS RYE	65

\*ENGINEER MAY DELETE FOR PREVIOUSLY ESTABLISHED URBAN AREAS.

FERTILIZER SHALL BE APPLIED AT A RATE OF 300 LBS PER ACRE USING CHEMICALLY COMBINED COMMERCIAL FERTILIZER (SUDAS SECTION 9010.2.03 A.2)

### STANDARD LEGEND AND NOTES

--- PROPERTY &/or BOUNDARY LINES	--- CONGRESSIONAL SECTION LINES
--- RIGHT-OF-WAY LINES	--- EXISTING RIGHT-OF-WAY LINES
--- CENTER LINES	--- EXISTING CENTER LINES
--- EXISTING CENTER LINES	--- LOT LINES, INTERNAL
--- PROPOSED EASEMENT LINES	--- LOT LINES, PLATTED OR BY DEED
--- EXISTING EASEMENT LINES	--- BENCHMARK
--- BENCHMARK	--- RECORDED DIMENSIONS
--- RECORDED DIMENSIONS	--- CURVE SEGMENT NUMBER
--- CURVE SEGMENT NUMBER	--- EXISTING TREE LINE
--- EXISTING TREE LINE	--- EXISTING DECIDUOUS TREE & SHRUB
--- EXISTING DECIDUOUS TREE & SHRUB	--- EXISTING EVERGREEN TREES & SHRUBS
--- EXISTING EVERGREEN TREES & SHRUBS	

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

### GRADING AND EROSION CONTROL NOTES

TOTAL SITE AREA: 1.68 ACRES  
TOTAL AREA TO BE DISTURBED: 1.68 ACRES

EROSION CONTROL MEASURES SHOWN SHALL BE USED DURING FILL ACTIVITIES. EROSION CONTROL MEASURES SHALL BE REEVALUATED AND MODIFIED, IF NECESSARY, AT THE TIME OF SITE DEVELOPMENT.

ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES THAT COULD BE USED ON SITE, IF NEEDED, CAN BE FOUND IN APPENDIX D OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) BINDER PREPARED FOR THE SITE. IF ADDITIONAL MEASURES ARE USED, INDICATE THE TYPE AND LOCATION OF SAID MEASURE ON THIS PLAN.

CONTRACTOR SHALL INSTALL A ROCK ENTRANCE AND PERFORM REGULAR CLEANING OF VEHICLES THAT LEAVE THE SITE.

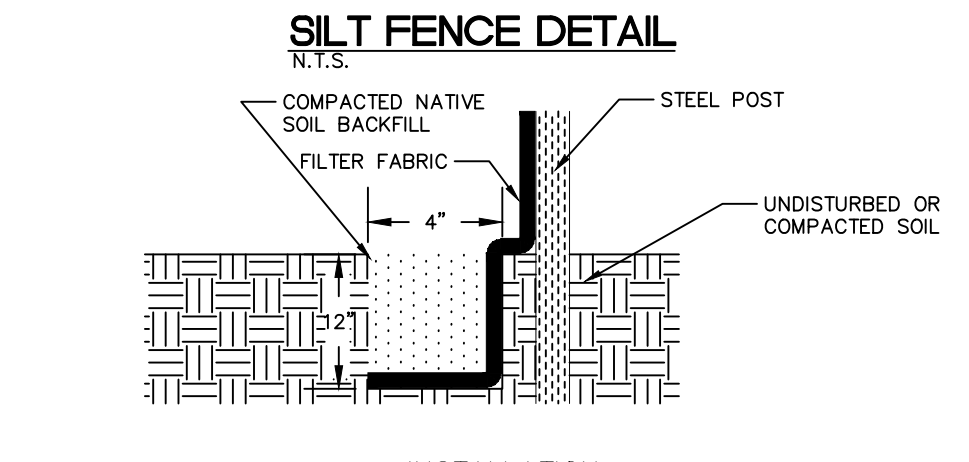
FOLLOWING INSTALLATION OF PERIMETER SILT FENCE AND TEMPORARY CONSTRUCTION ENTRANCE, THE CONTRACTOR SHALL CONTACT THE CITY INSPECTOR TO SCHEDULE A SITE INSPECTION PRIOR TO ANY SOIL DISTURBING ACTIVITIES.

THE CONTRACTOR SHALL FOLLOW THE NPDES PERMIT, SWPPP, AND THE CITY CSR REGULATIONS.

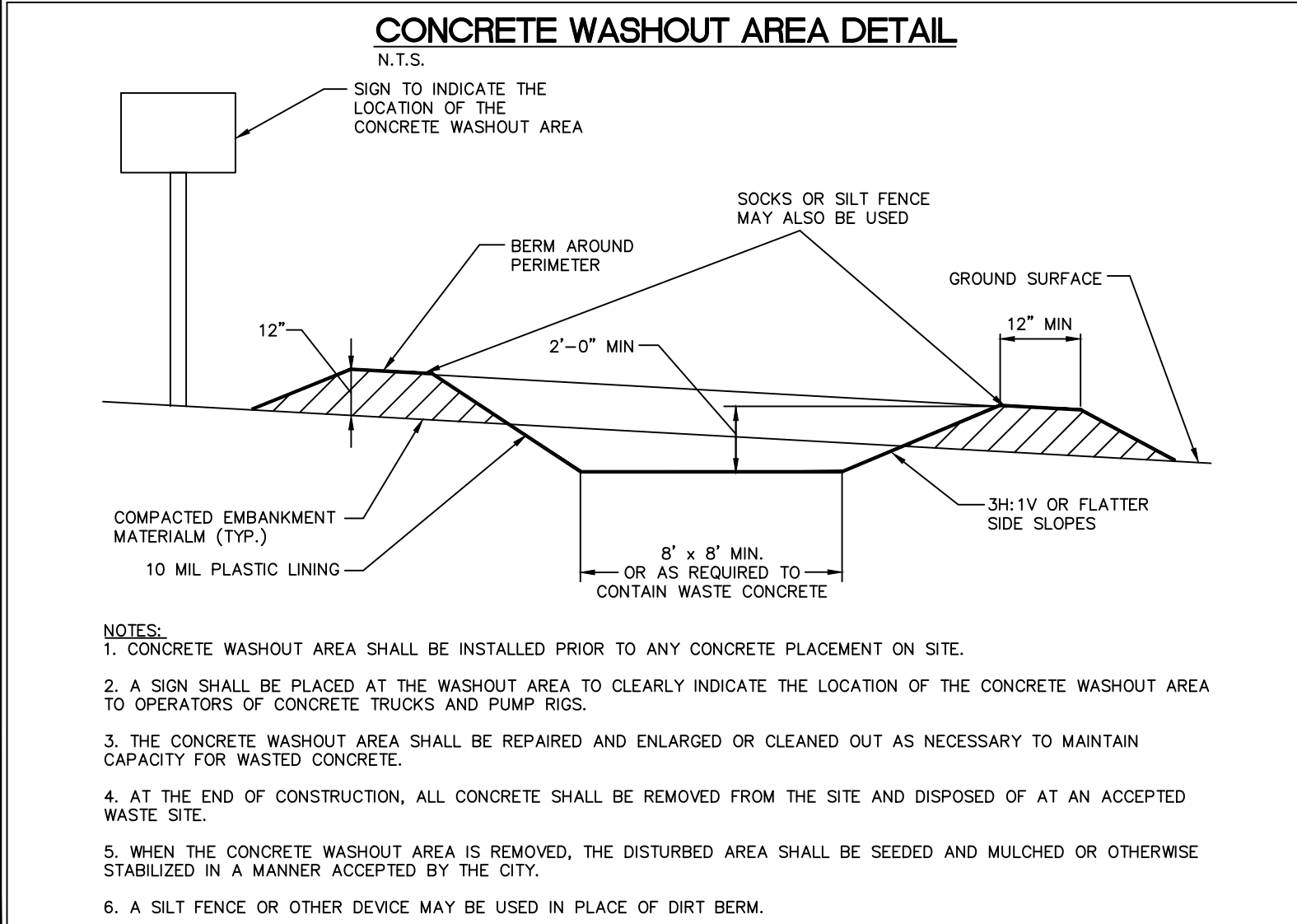
### THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PER IDOT STANDARD ROAD PLANS AND CITY OF NORTH LIBERTY REQUIREMENTS AT ALL TIMES DURING WORK WITHIN PUBLIC R.O.W.

THE CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

GRADING TOPSOIL NOTE:  
PRIOR TO FINAL SEEDING, ALL GREEN SPACE SHALL BE TILLED TO A MINIMUM DEPTH OF 12" AND COVERED WITH A MINIMUM OF 6" OF TOPSOIL. CONTRACTOR SHALL BE RESPONSIBLE FOR STOCKPILING ADEQUATE TOPSOIL FOR ALL GREEN SPACE.



- ### MAINTENANCE
- SILT FENCES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAIN-FALL EVENT OF 0.5 INCHES OR MORE. DURING PERIODS OF PROLONGED RAIN INSPECTIONS SHALL BE AT LEAST DAILY. ANY REPAIRS NEEDED TO MAINTAIN THE SILT FENCE'S EFFECTIVENESS SHALL BE MADE IMMEDIATELY.
  - SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO STABILIZING THE UPSLOPE AREAS THE FABRIC SHALL BE REPLACED PROMPTLY.
  - SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN THE DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE FENCE. SILTS REMOVED SHALL BE PLACED IN A PROTECTED PLACE THAT WILL PREVENT THEIR ESCAPE FROM THE CONSTRUCTION SITE.
  - ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER NEEDED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADIC, PREPARED AND SEEDING.
  - SILT FENCE SHALL REMAIN IN PLACE UNTIL IT IS NO LONGER NEEDED AS DIRECTED BY THE POLLUTION PREVENTION PLAN. GENERALLY SILT FENCES SHALL REMAIN UNTIL THE UPSLOPE AREAS ARE STABILIZED WITH AN ESTABLISHED GRASS COVER AS A MINIMUM.



### PERMANENT SEEDING PER SUDAS SPEC SECTION 9010. USE PERMANENT SEED MIX FOR SLOPES AND DITCHES PER SECTION 9010.2.02.B.

UTILITIES  
THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL 800/292-6966 IN ADVANCE OF ANY DIGGING OR EXCAVATION.  
WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AVOID ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IF IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN, IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THEREIN. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.





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LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS  
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IOWA CITY, IOWA 52240  
(319) 351-6282  
www.mmsconsultants.net

STANDARD LEGEND AND NOTES	
	PROPERTY &/or BOUNDARY LINES
	CONGREGATIONAL SECTION LINES
	RIGHT-OF-WAY LINES
	EXISTING RIGHT-OF-WAY LINES
	CENTER LINES
	EXISTING CENTER LINES
	LOT LINES, INTERNAL
	LOT LINES, PLATTED OR BY DEED
	PROPOSED EASEMENT LINES
	EXISTING EASEMENT LINES
	BENCHMARK
	RECORDED DIMENSIONS
	CURVE SEGMENT NUMBER
	POWER POLE W/DROP
	POWER POLE W/TRANS
	POWER POLE W/LIGHT
	GUY POLE
	LIGHT POLE
	SANITARY MANHOLE
	FIRE HYDRANT
	WATER VALVE
	DRAINAGE MANHOLE
	CURB INLET
	FENCE LINE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	WATER LINES
	ELECTRICAL LINES
	TELEPHONE LINES
	GAS LINES
	CONTOUR LINES (1' INTERVAL)
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Date	Revision
05/29/18	PER CITY REVIEW -MAK
07/13/18	ADDED UTILITY LABELS -BTM
08/30/18	RESUBMITTAL -MAK
09/19/18	PER CITY REVIEW -MAK
09/27/18	PER CITY COMMENTS -BTM
10/02/18	PER CITY COMMENTS -BTM

UTILITY PLAN

LOT 11,  
I-380 INDUSTRIAL PARK

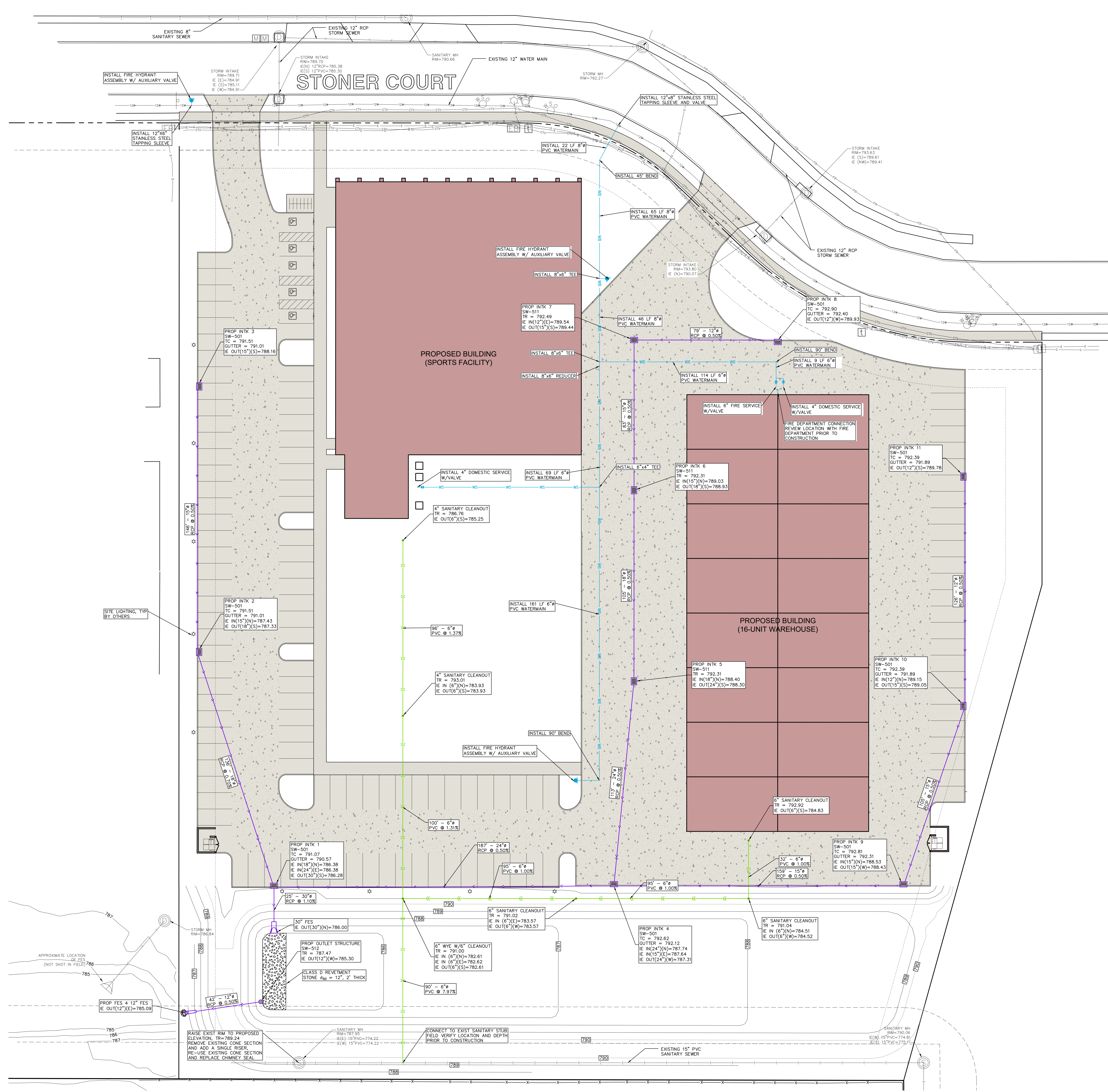
NORTH LIBERTY COUNTY  
JOHNSON COUNTY  
STATE OF IOWA

MMS CONSULTANTS, INC.  
Date: 5-1-2018  
Designed by: BTM Field Book No: 1217  
Drawn by: MAK Scale: 1"=20'  
Checked by: BTM Sheet No: 4  
Project No: IOWA CITY 10477-002

**UTILITIES**

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**STANDARD LEGEND AND NOTES**

- PROPERTY &/or BOUNDARY LINES
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- BENCHMARK
- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER

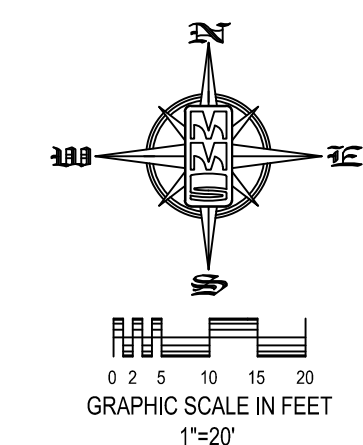
**EXISTING**

- 22-1
- POWER POLE
- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- GUY POLE
- LIGHT POLE
- SANITARY MANHOLE
- FIRE HYDRANT
- WATER VALVE
- DRAINAGE MANHOLE
- CURB INLET
- FENCE LINE
- EXISTING SANITARY SEWER
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- TELEPHONE LINES
- GAS LINES
- CONTOUR LINES (1' INTERVAL)
- PROPOSED GROUND
- EXISTING TREE LINE
- EXISTING DECIDUOUS TREE & SHRUB
- EXISTING EVERGREEN TREES & SHRUBS

**PROPOSED**

- 22-1
- POWER POLE
- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- GUY POLE
- LIGHT POLE
- SANITARY MANHOLE
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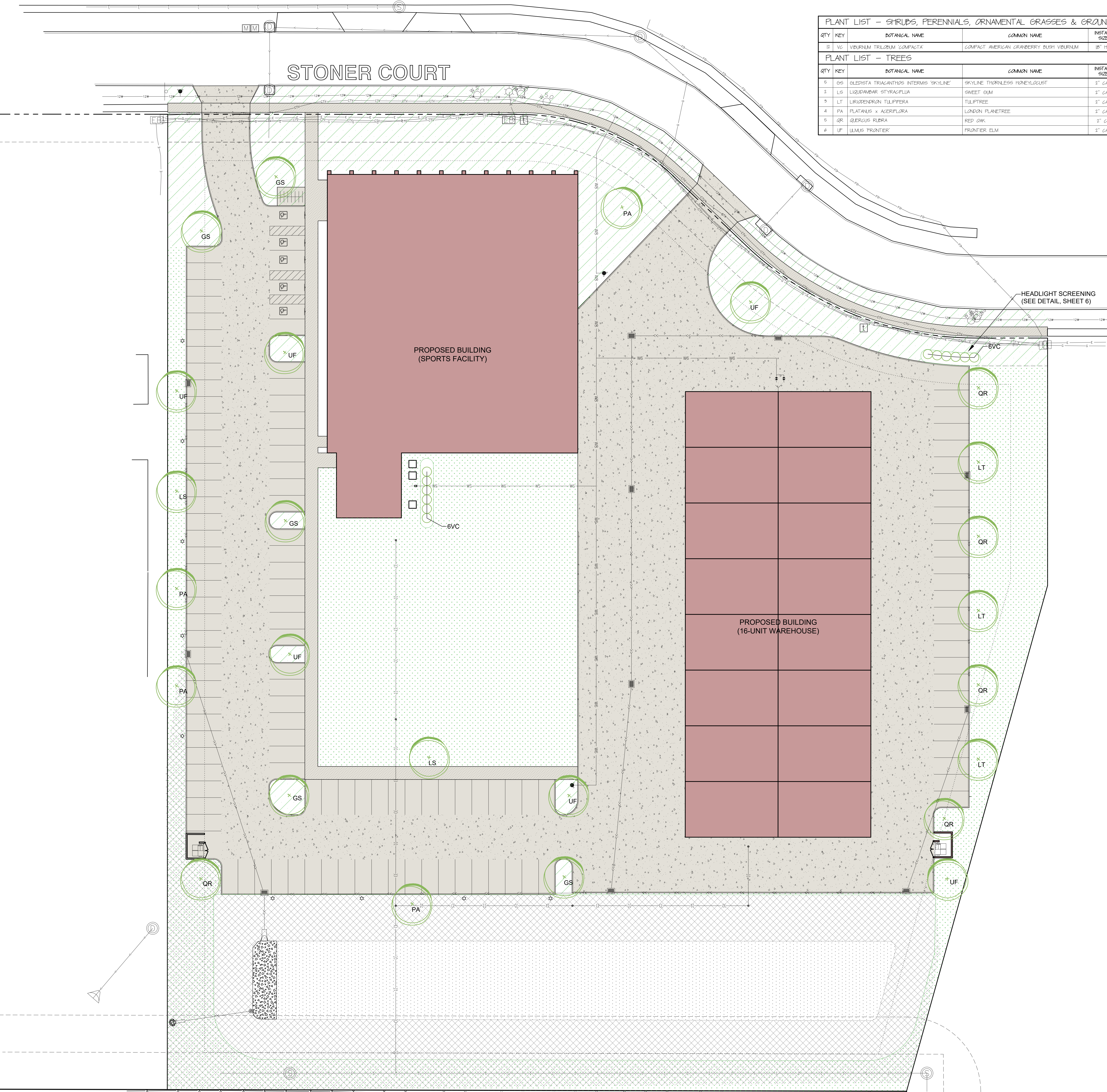
**PLANT LIST - SHRUBS, PERENNIALS, ORNAMENTAL GRASSES & GROUNDCOVER**

QTY	KEY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	COMMENT
12	VG	VEURNUM TRILOBUM COMPACTA	COMPACT AMERICAN CRANBERRY BUSH VEURNUM	18" HT	CONT

**PLANT LIST - TREES**

QTY	KEY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	COMMENT	MATURE SIZE
9	GS	GLEDISIA TRIACANTHOS INTERMIS SKYLINE	SKYLINE THORNLESS HONEYLOCUST	2" CAL	D & D	60' X 90'
2	LS	LIQUIDAMBAR STYRACIFLUA	SWEET GUM	2" CAL	D & D	60' X 25'
3	LT	LIRIODENDRON TULIFLORA	TULIPTREE	2" CAL	D & D	60' X 50'
4	PA	PLATANUS x ACERIFLORA	LONDON PLANETREE	2" CAL	D & D	60' X 90'
5	QR	QUERCUS RUBRA	RED OAK	2" CAL	D & D	70' X 90'
6	UF	ULMUS FRONTALIS	FRONTIER ELM	2" CAL	D & D	60' X 90'

# STONER COURT



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**LANDSCAPE REQUIREMENTS:**

- 1 TREE WITHIN 40' OF EVERY PARKING SPACE. - PROVIDED
- 1 TREE PER 2,000 SF OF BUILDING FOOTPRINT. - 48,968 / 2,000 = 25 TREES REQUIRED
- TOTAL TREES PROVIDED = 25 TREES

**LANDSCAPE LEGEND:**

- SOD
- SEED WITH MULCHING

LANDSCAPE BED MATERIAL TO BE DETERMINED BY OWNER

## LANDSCAPE PLAN

LOT 11,  
I-380 INDUSTRIAL PARK  
NORTH LIBERTY COUNTY  
JOHNSON COUNTY  
STATE OF IOWA

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**IOWA ONE CALL**  
800.252.4622

Designed by: BTM  
Checked by: BAH  
Project No: IOWA CITY 10477-002

Field Book No:  
Scale: 1"=20'  
Sheet No: 5

**MMS CONSULTANTS, INC.**  
Date: 8-1-2019  
Project No: IOWA CITY 10477-002



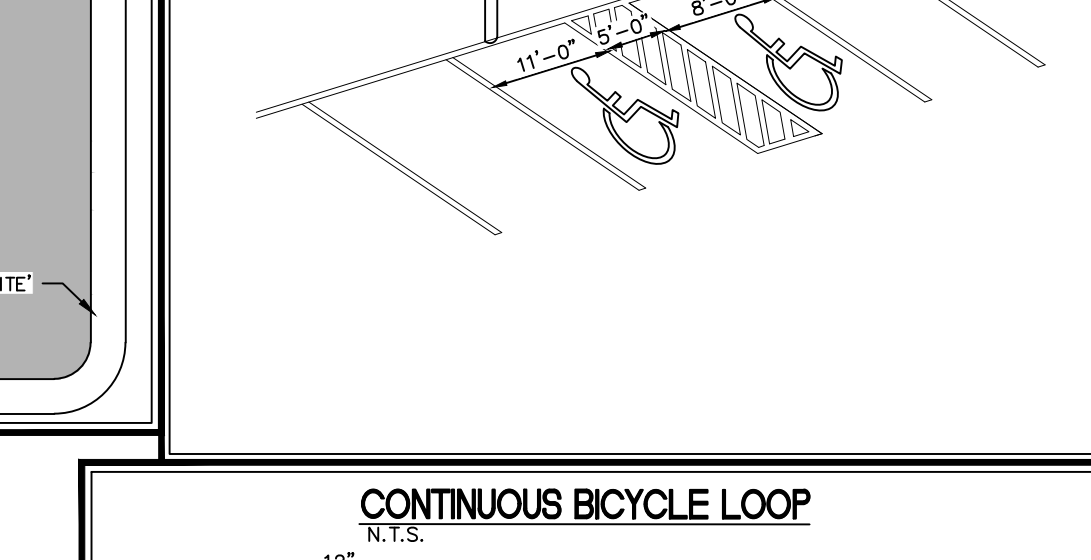
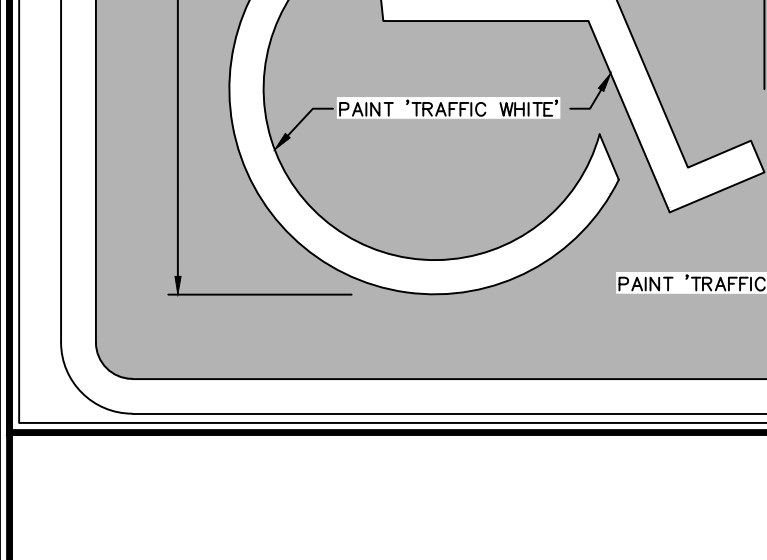
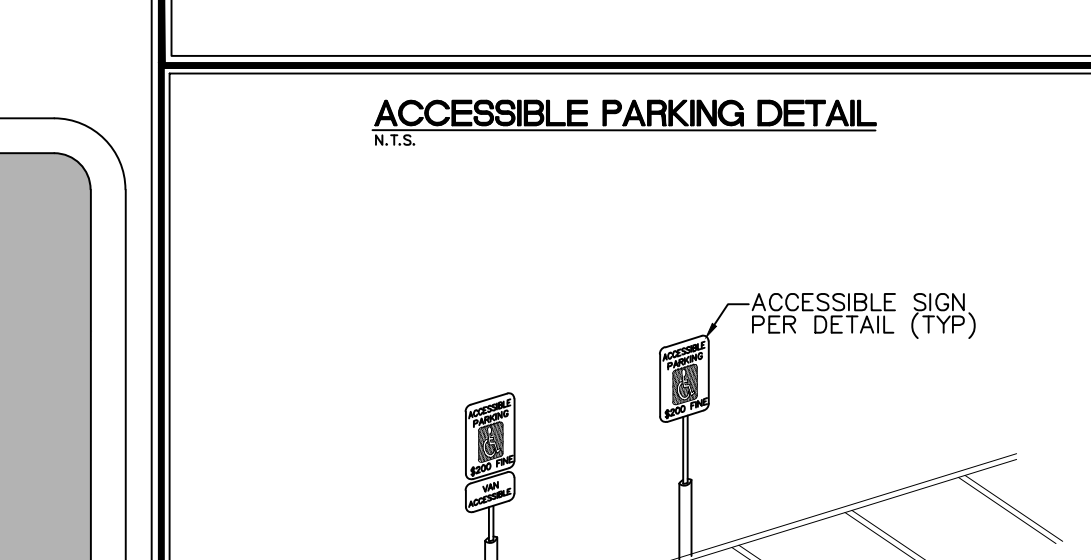
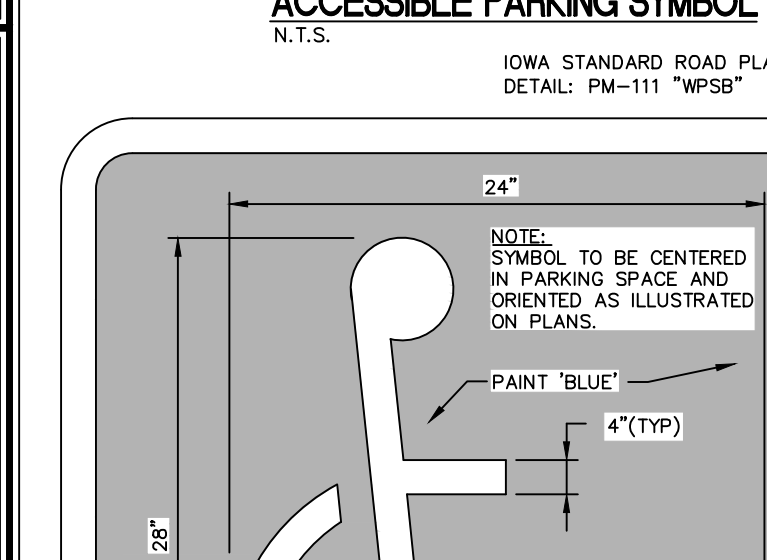
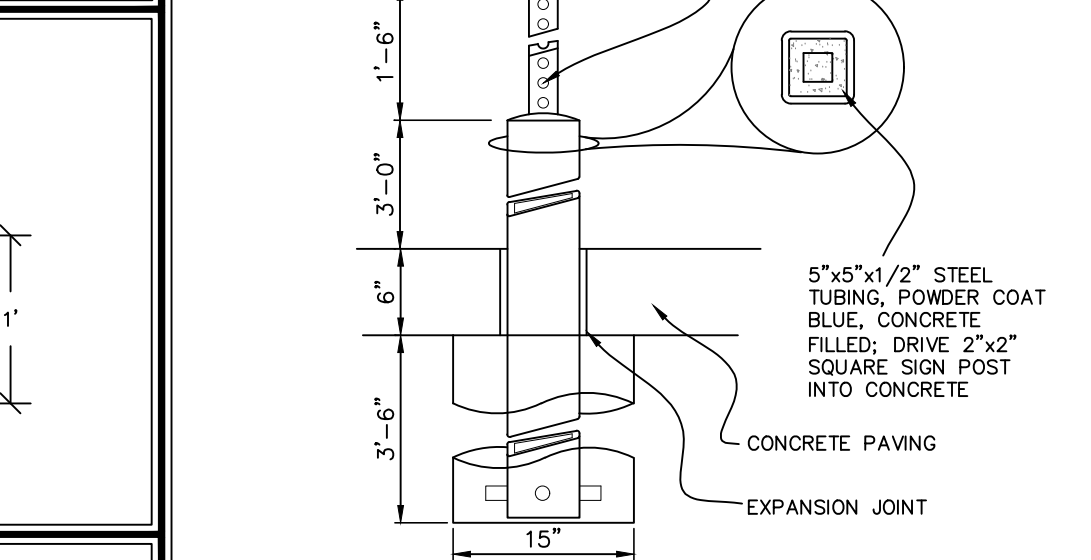
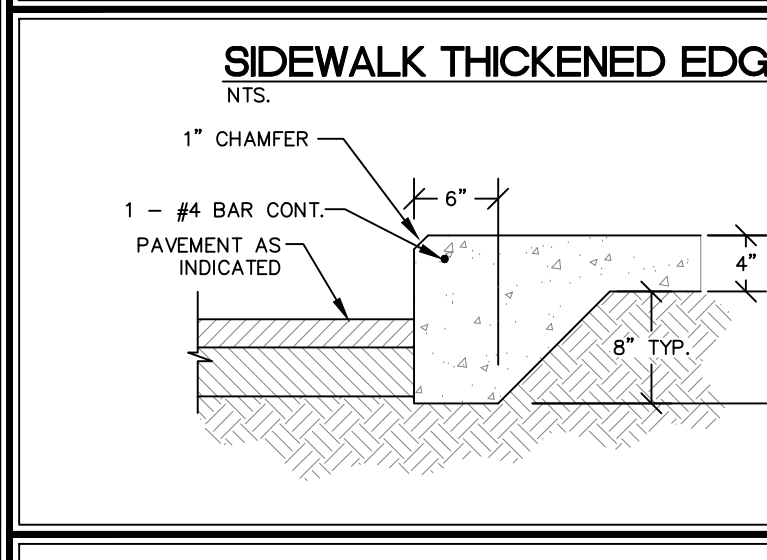
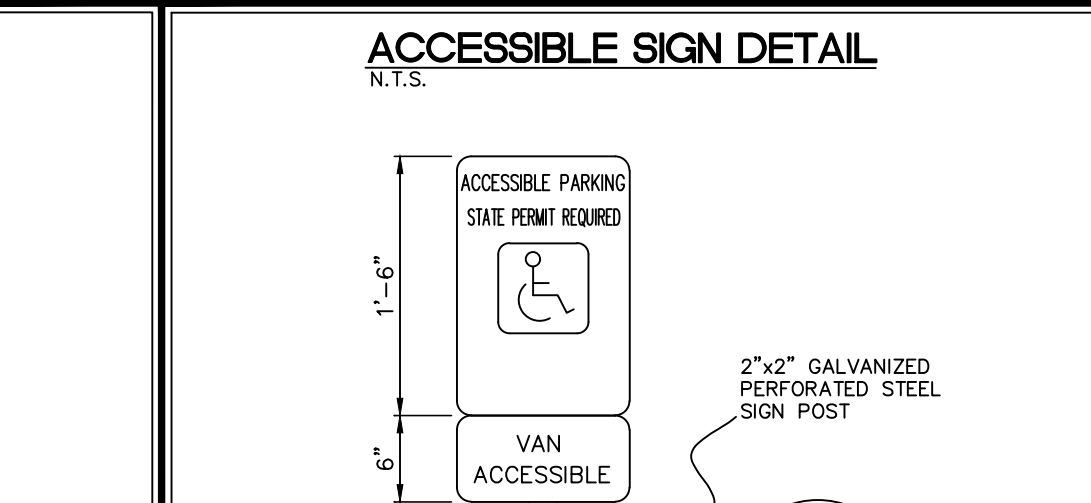
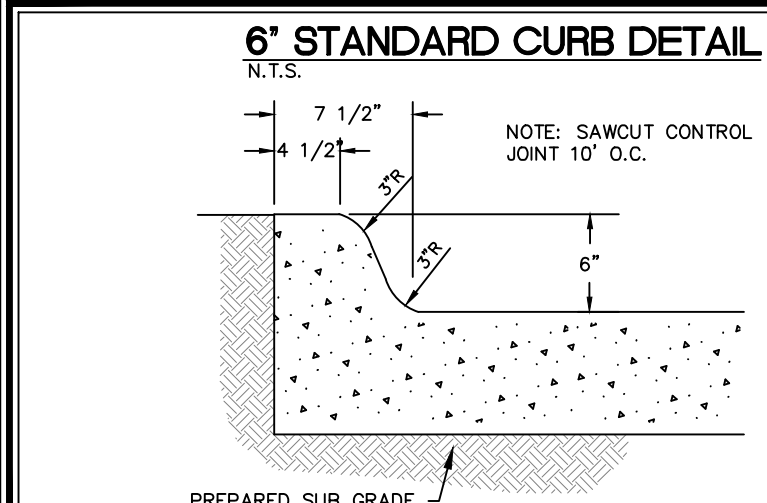
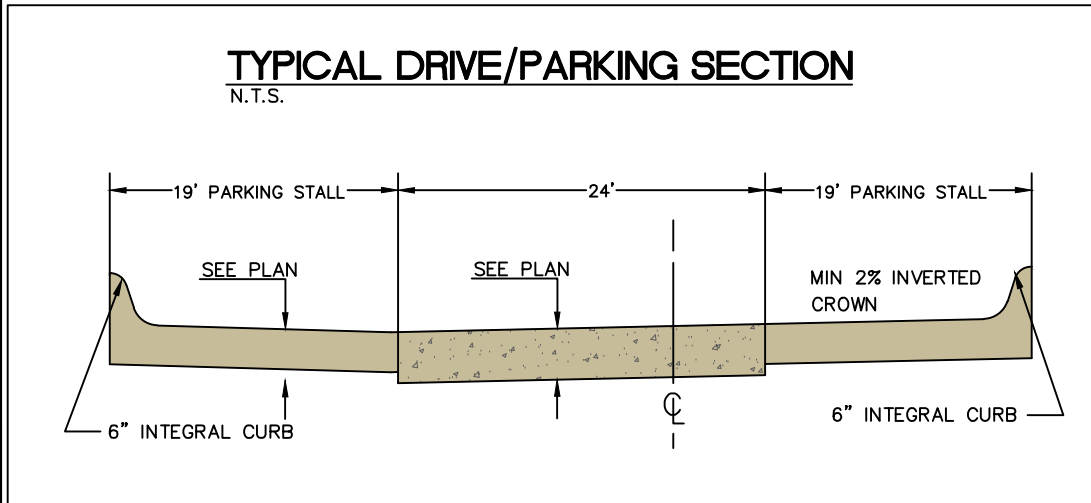


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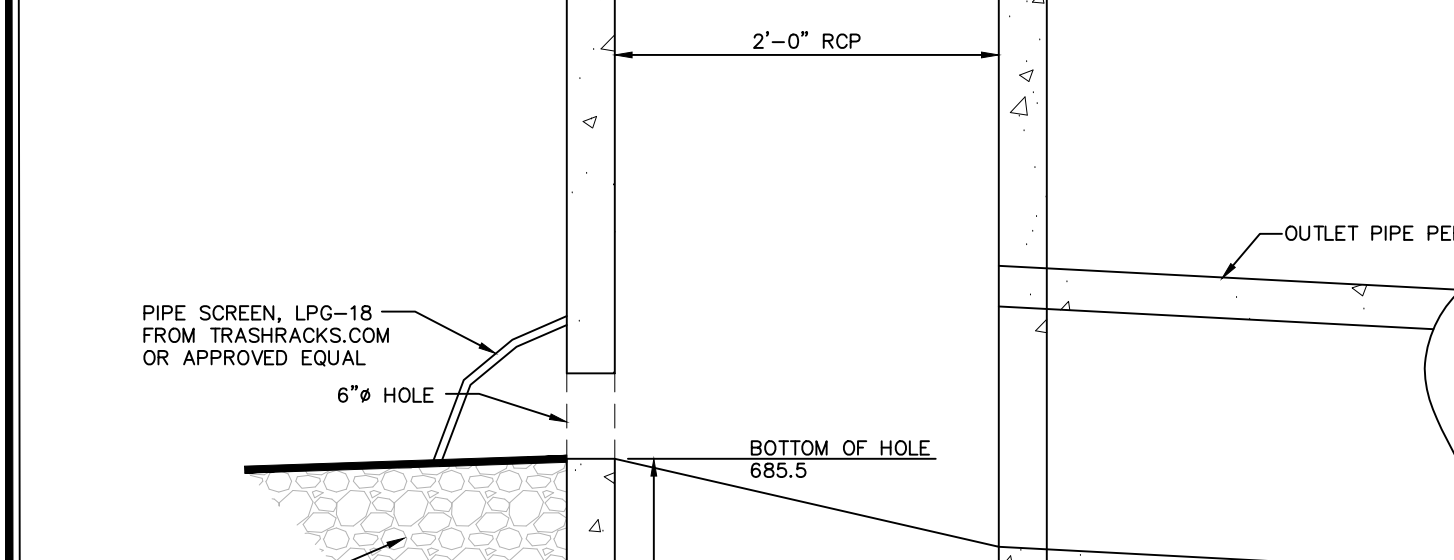
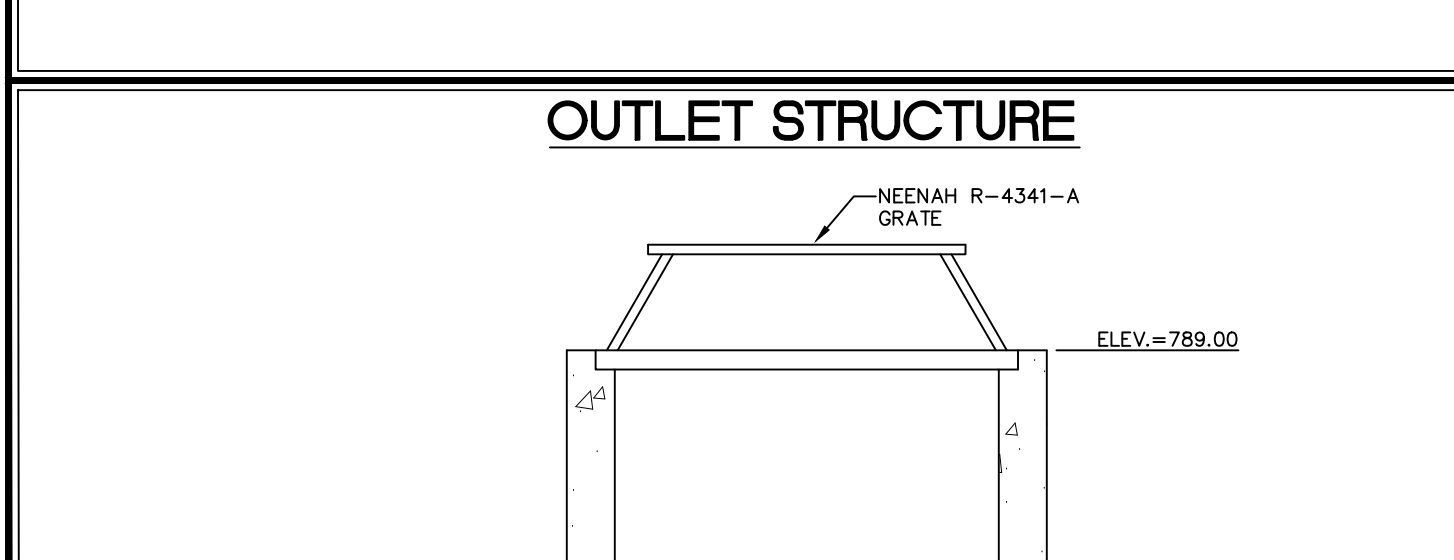
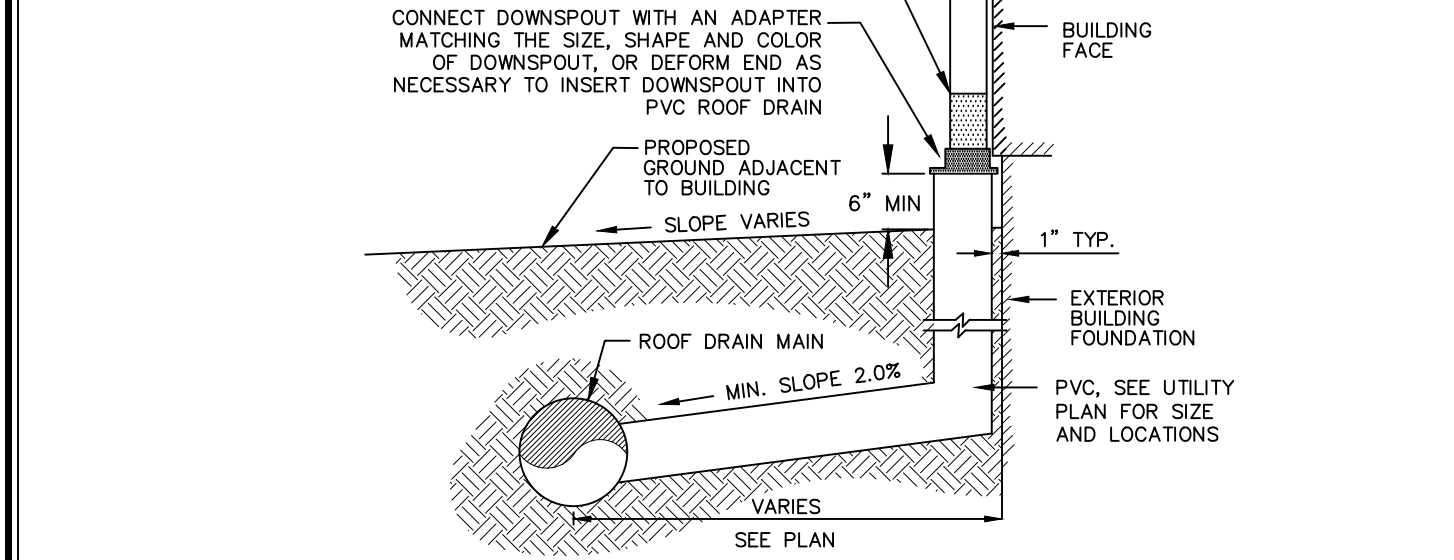
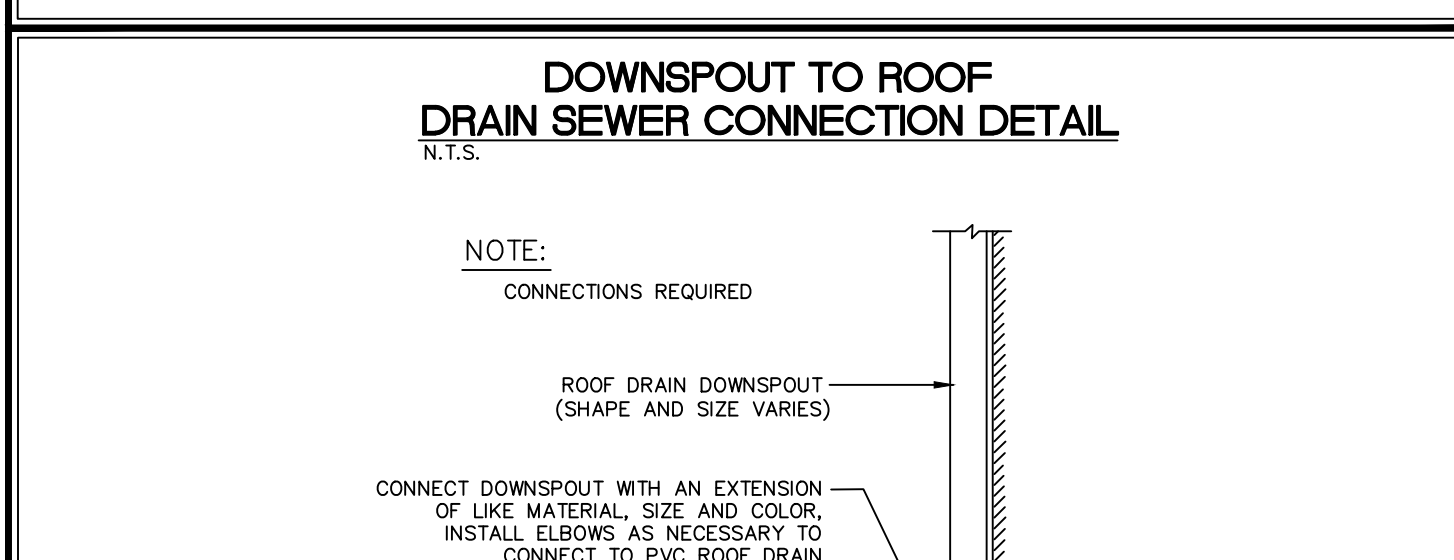
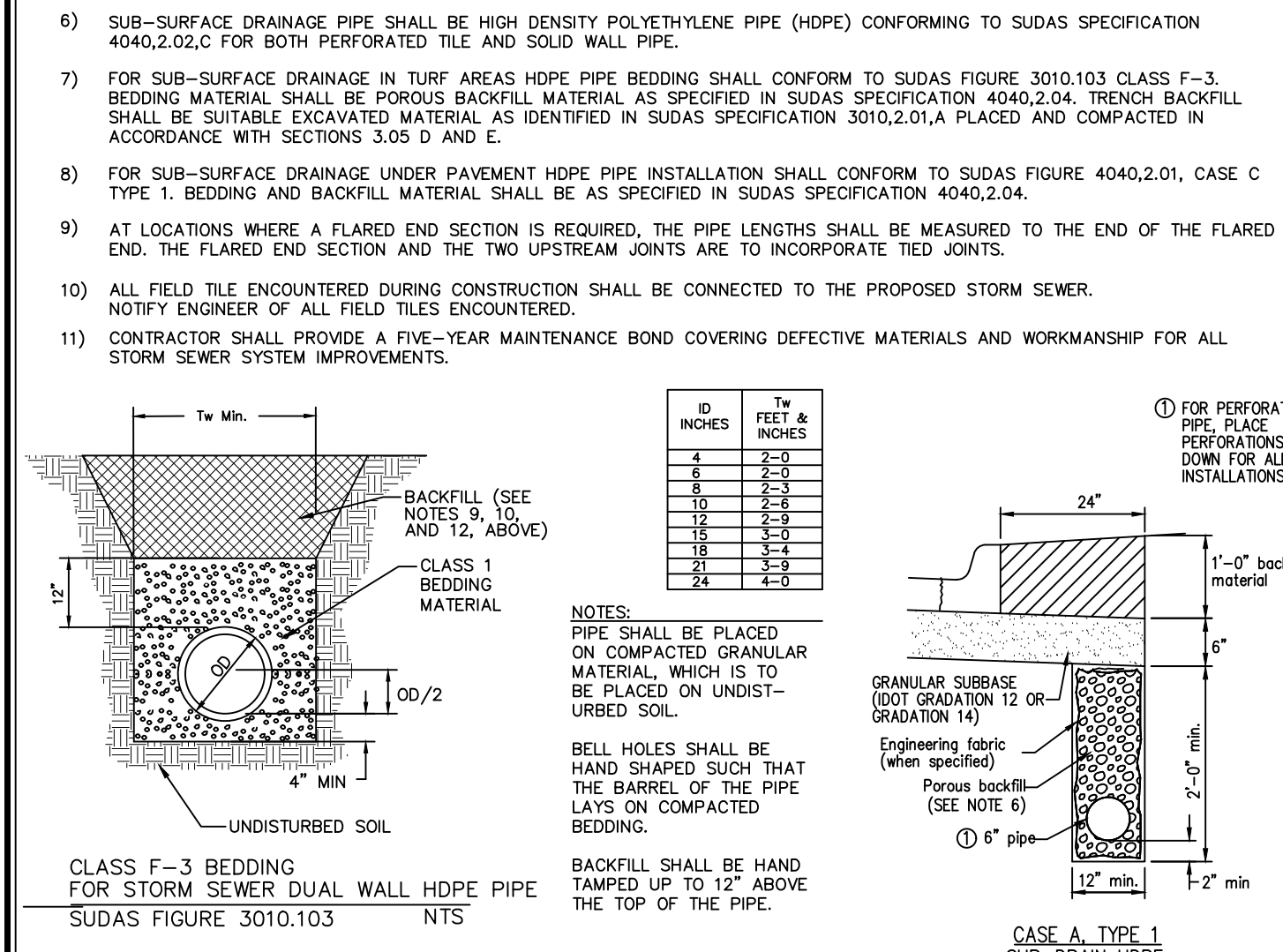
Table with 2 columns: Date, Revision. Rows include 05/29/18, 07/13/18, 08/30/19, 09/19/19, 09/27/19, 10/02/19 with corresponding revision descriptions.

GENERAL NOTES AND DETAILS

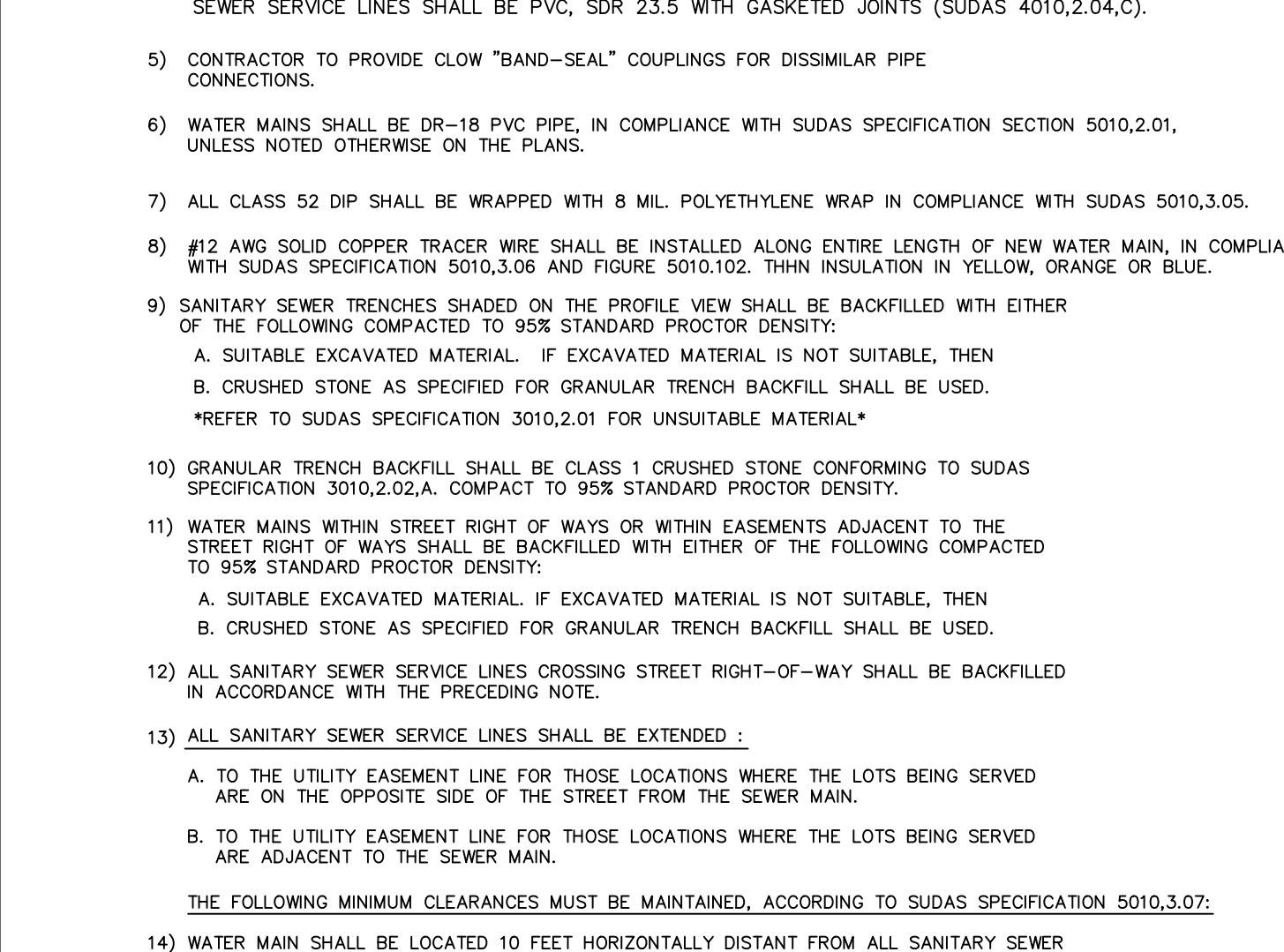
PAVING CONSTRUCTION NOTES  
1. PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH I.D.O.T. SPECIFICATION SECTION 2001.  
2. I.D.O.T. CLASS C-3 CONCRETE SHALL BE USED, UNLESS NOTED OTHERWISE.  
3. PAVEMENT JOINTS SHALL CONFORM TO I.D.O.T. STANDARD ROAD PLAN PW-101.  
4. SUBGRADE UNDER PROPOSED PAVEMENT SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY, TO A DEPTH OF SIX (6) INCHES, UNLESS NOTED OTHERWISE.  
5. ALL SAWED PAVEMENT JOINTS SHALL BE SEALED.



STORM SEWER AND SUB-SURFACE CONSTRUCTION NOTES  
1. ALL STORM SEWER AND SUB-SURFACE CONSTRUCTION SHALL CONFORM TO PLANS AND DETAILS PREPARED FOR THIS PROJECT BY MMS CONSULTANTS, INC. AS WELL AS CONFORM TO THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) MANUAL. CONSTRUCTION SHALL ALSO CONFORM TO THE CURRENT CITY OF NORTH LIBERTY DESIGN STANDARDS, WHICH SHALL SUPERSEDE PLANS AND DETAILS PROVIDED BY MMS CONSULTANTS.  
2. ALL STORM SEWER INTAKE AND MANHOLE LIDS SHALL HAVE THE WORDS "STORM SEWER" CAST INTO THE LID.  
3. ALL REINFORCED CONCRETE PIPE STORM SEWER SHALL BE CLASS III UNLESS NOTED OTHERWISE IN THE PLANS.  
4. ALL REINFORCED CONCRETE PIPE (RCP) SHALL CONFORM TO SUDAS SPECIFICATION 4020.2.01.A WITH THE FOLLOWING ADDITIONAL RESTRICTIONS: ALL RCP JOINTS FOR 36" AND SMALLER PIPE SHALL HAVE TONGUE AND GROOVE JOINTS INCORPORATING RUBBER "O" RING OR PROFILE GASKETS COMPLYING WITH ASTM C443 OR SHALL BE TONGUE AND GROOVE WITH ALL JOINTS WRAPPED WITH FILTER FABRIC A MINIMUM OF 24" WIDE.  
5. RCP PIPE BEDDING SHALL CONFORM TO SUDAS FIGURE 3010.102 CLASS R-1. CLASS 1 BEDDING MATERIAL SHALL BE AS SPECIFIED IN SUDAS SPECIFICATION 3010.2.01.A PLACED AND COMPACTED IN ACCORDANCE WITH SECTIONS 3.05, D AND E. THE OWNER MAY ELECT TO TEST TRENCH COMPACTOR AT THEIR OWN EXPENSE.  
6. SUB-SURFACE DRAINAGE PIPE SHALL BE HIGH DENSITY POLYETHYLENE PIPE (HDPE) CONFORMING TO SUDAS SPECIFICATION 4040.2.02.C FOR BOTH PERFORATED TILE AND SOLID WALL PIPE.  
7. FOR SUB-SURFACE DRAINAGE IN TURF AREAS HDPE PIPE BEDDING SHALL CONFORM TO SUDAS FIGURE 3010.103 CLASS F-3. BEDDING MATERIAL SHALL BE PRODUCE BACKFILL MATERIAL AS IDENTIFIED IN SUDAS SPECIFICATION 4040.2.04. TRENCH BACKFILL SHALL BE SUITABLE EXCAVATED MATERIAL AS IDENTIFIED IN SUDAS SPECIFICATION 3010.2.01.A PLACED AND COMPACTED IN ACCORDANCE WITH SECTIONS 3.05, D AND E.  
8. FOR SUB-SURFACE DRAINAGE UNDER PAVEMENT HDPE PIPE INSTALLATION SHALL CONFORM TO SUDAS FIGURE 4040.2.01, CASE C TYPE 1. BEDDING AND BACKFILL MATERIAL SHALL BE AS SPECIFIED IN SUDAS SPECIFICATION 4040.2.04.  
9. AT LOCATIONS WHERE A FLARED END SECTION IS REQUIRED, THE PIPE LENGTHS SHALL BE MEASURED TO THE END OF THE FLARED END, THE FLARED END SECTION AND THE TWO UPSTREAM JOINTS ARE TO INCORPORATE TED JOINTS.  
10. ALL FELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE CONNECTED TO THE PROPOSED STORM SEWER. NOTIFY ENGINEER OF ALL FELD TILES ENCOUNTERED.  
11. CONTRACTOR SHALL PROVIDE A FIVE-YEAR MAINTENANCE BOND COVERING DEFECTIVE MATERIALS AND WORKMANSHIP FOR ALL STORM SEWER SYSTEM IMPROVEMENTS.

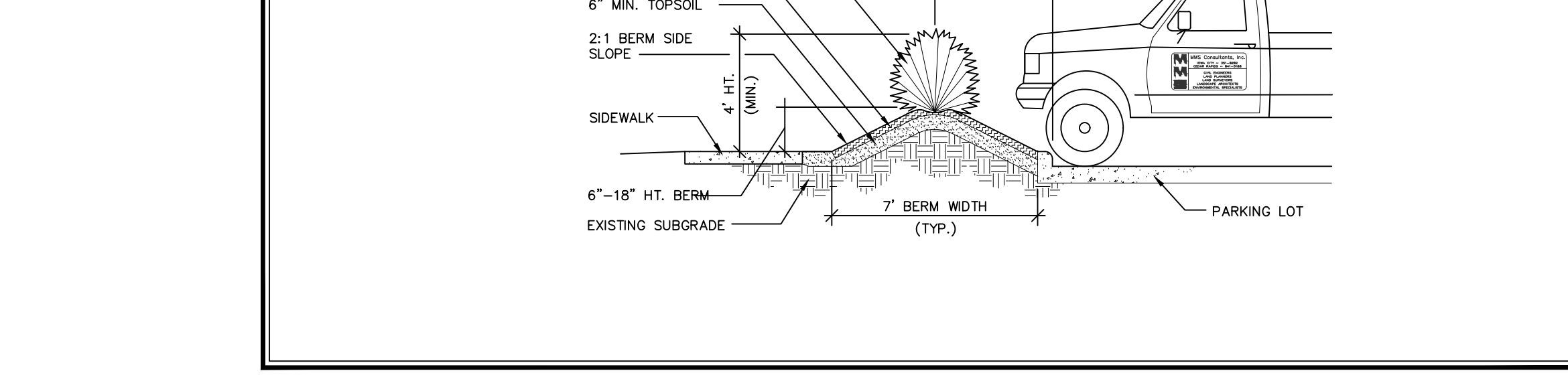
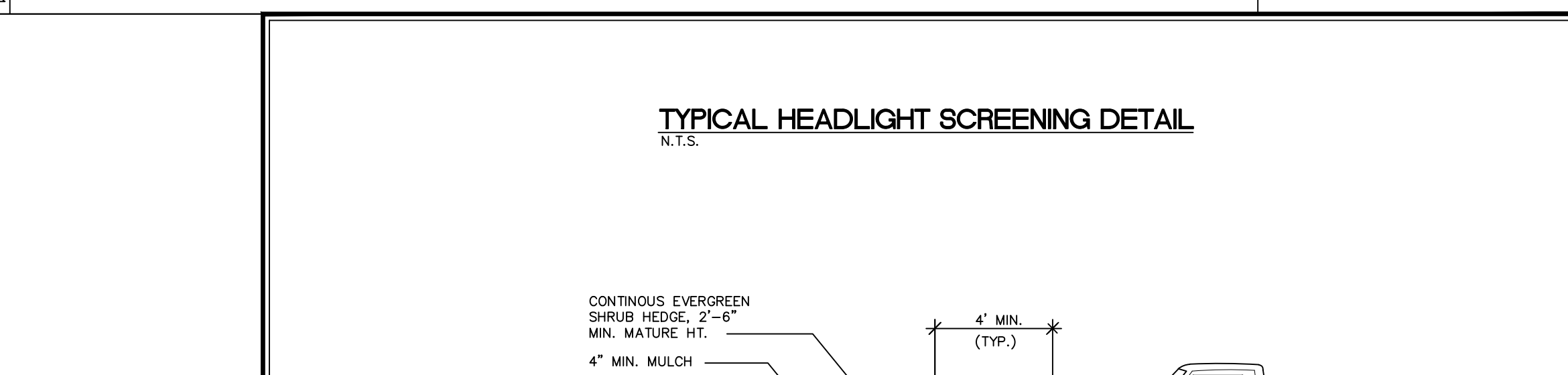
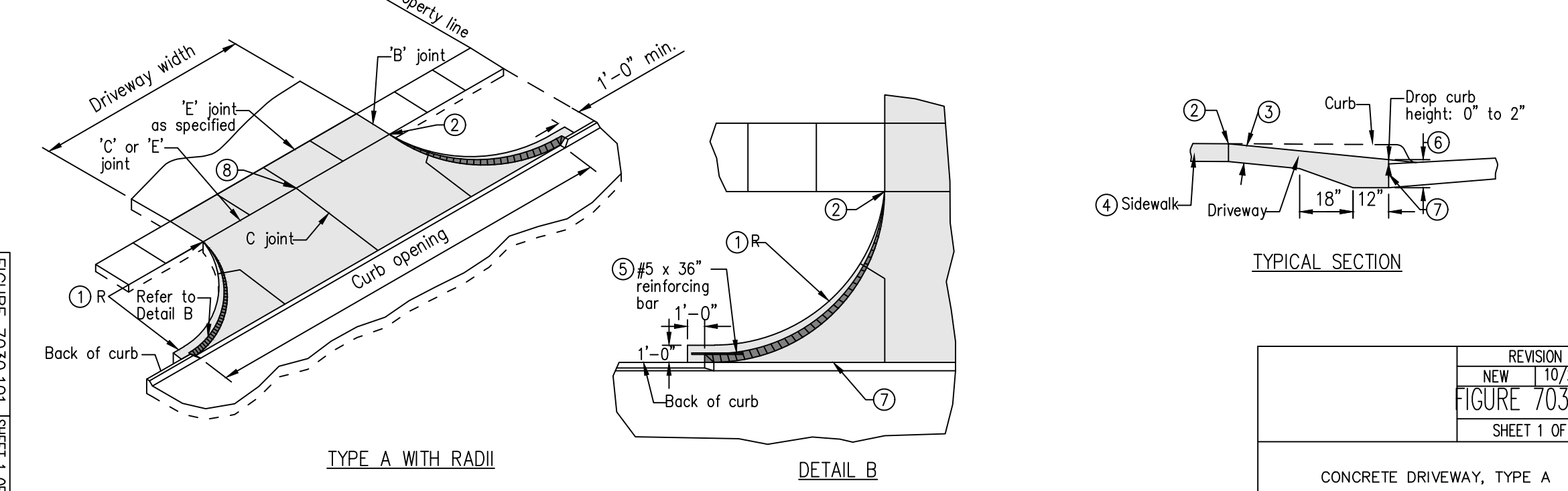
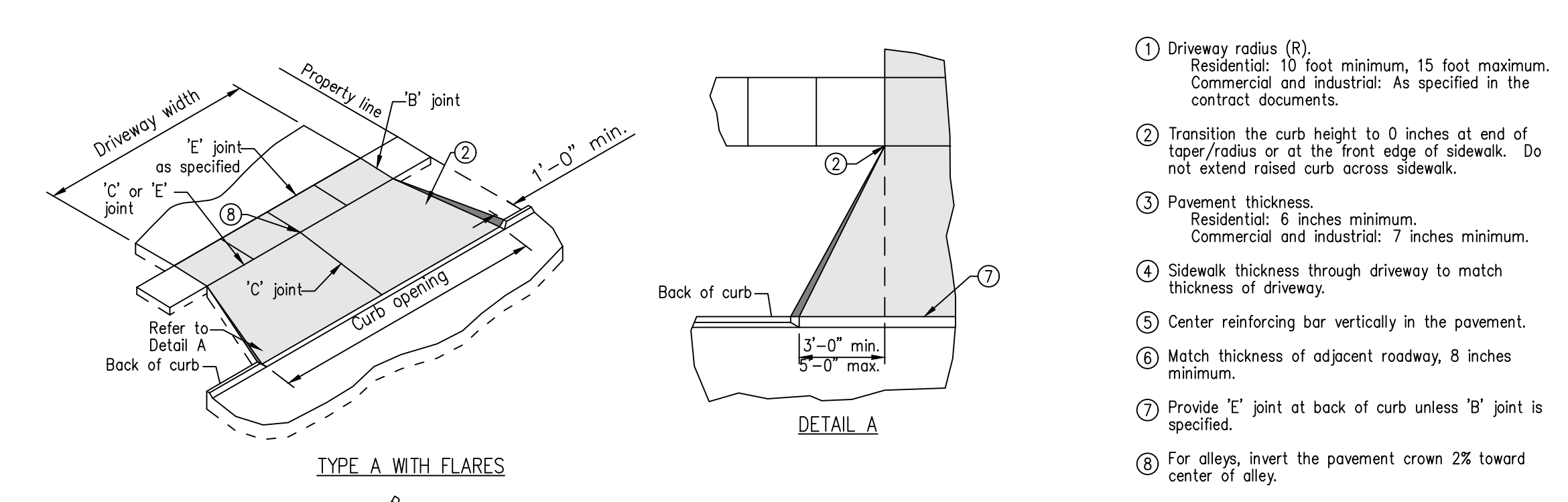
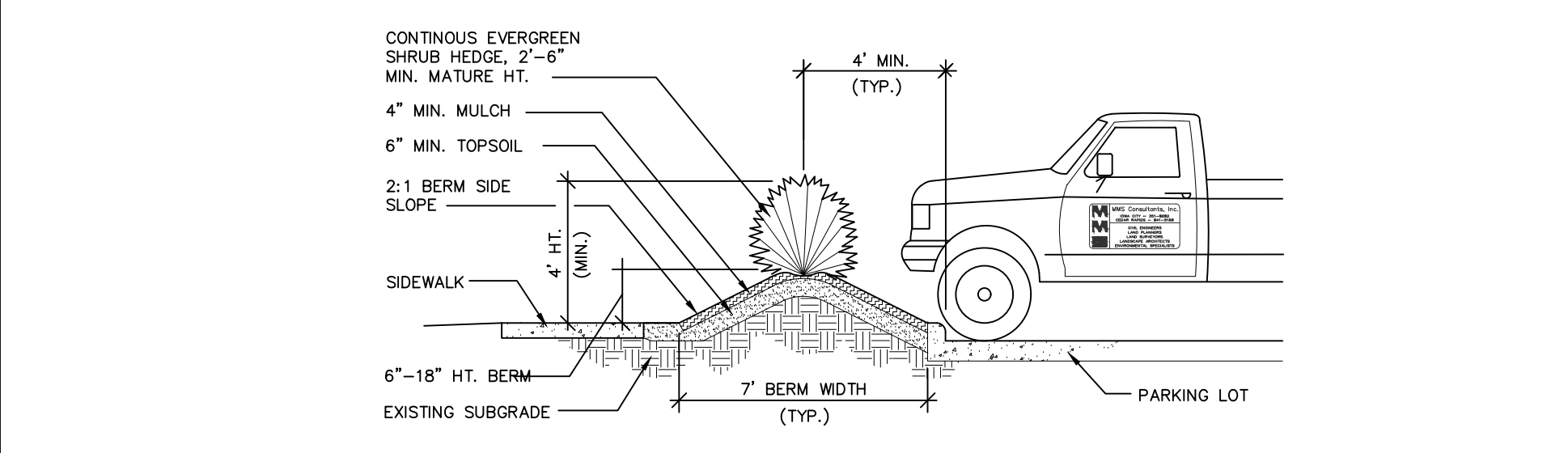
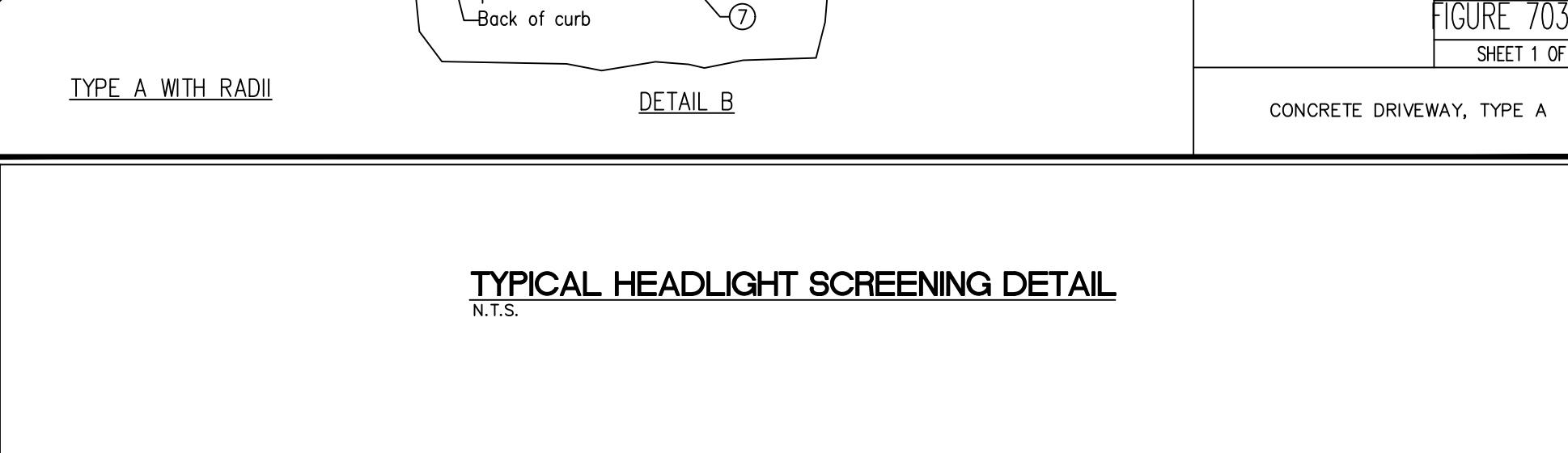
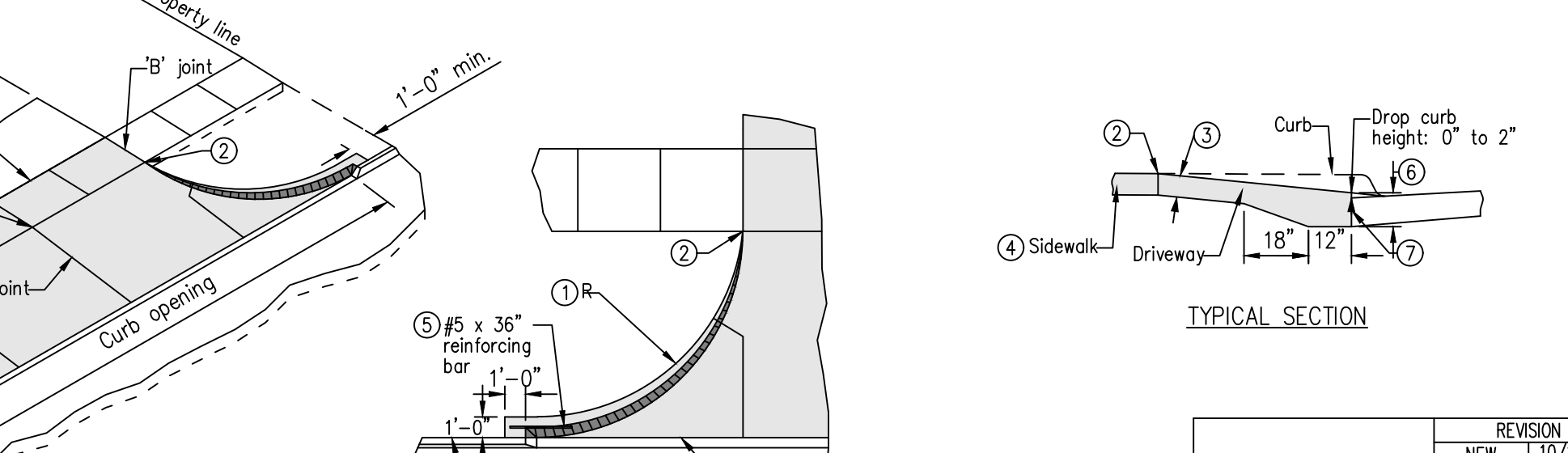
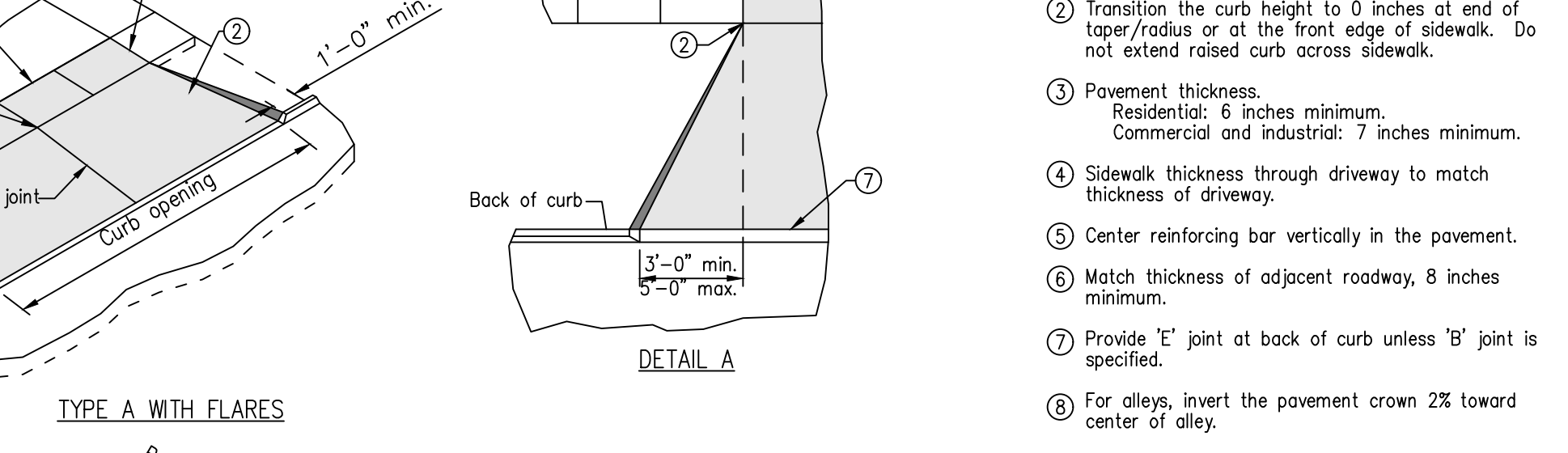
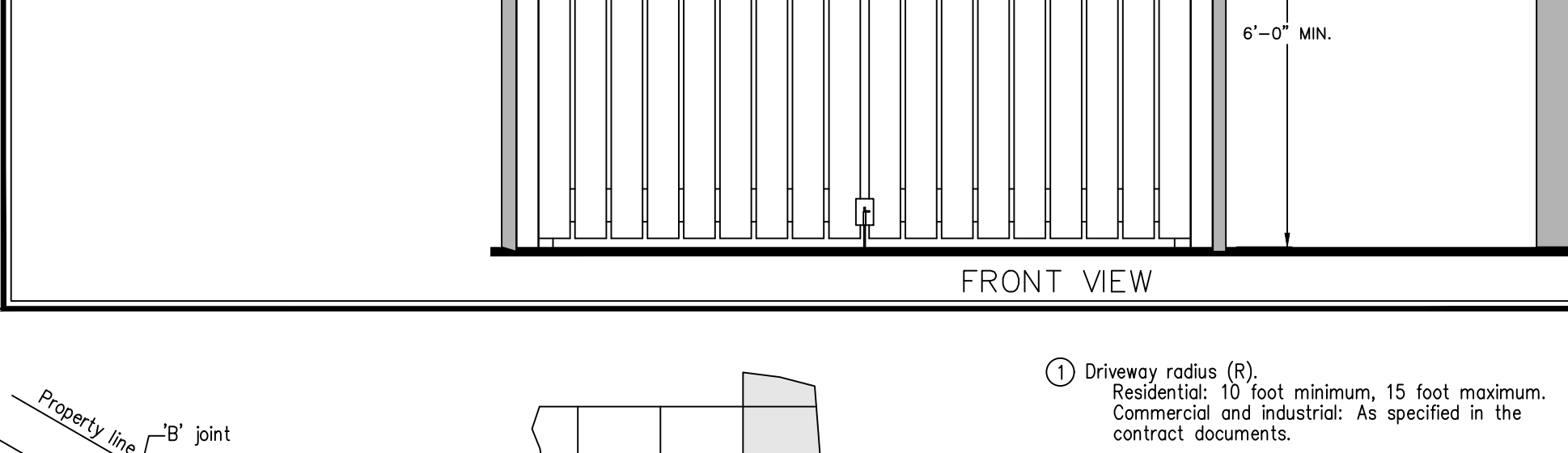
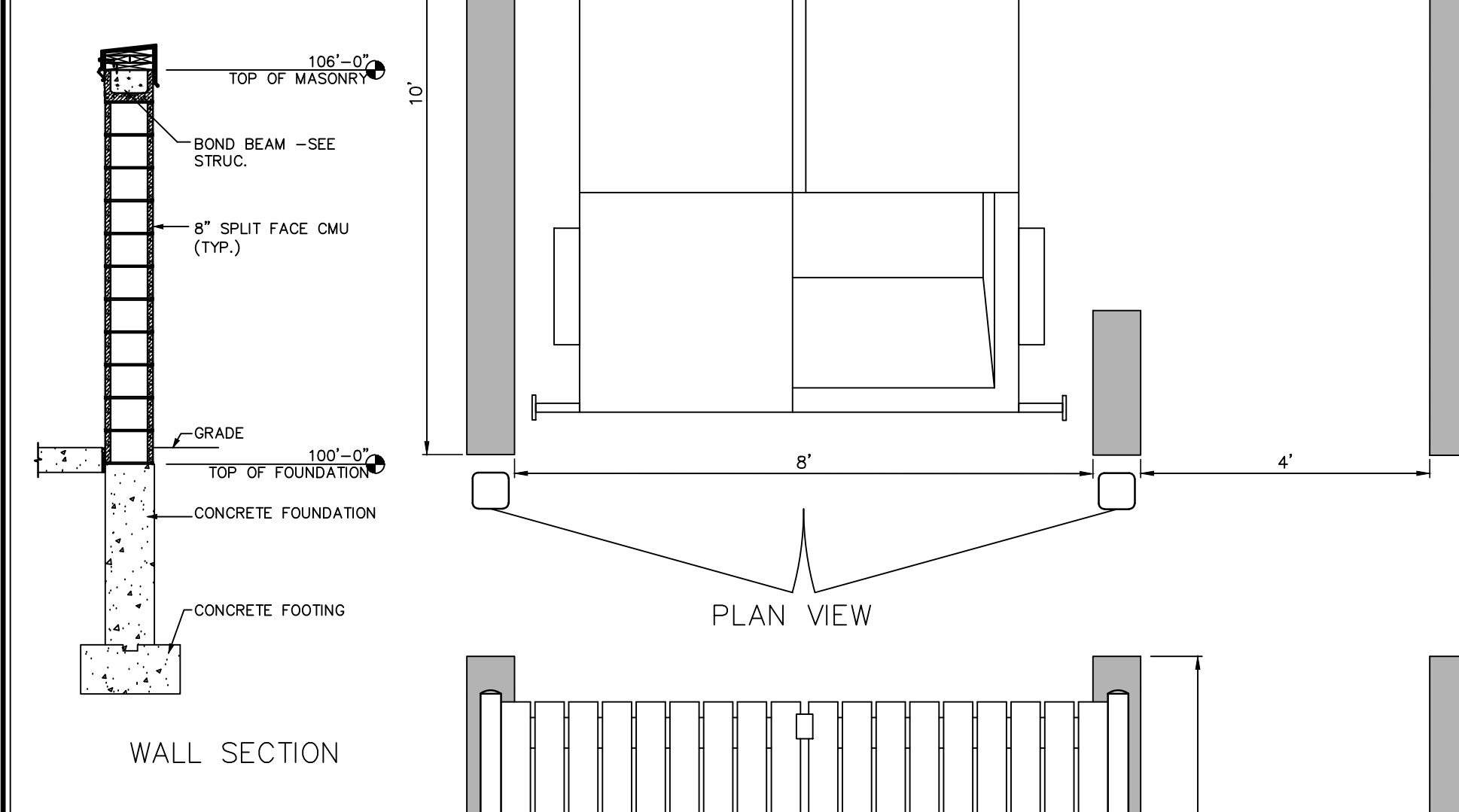
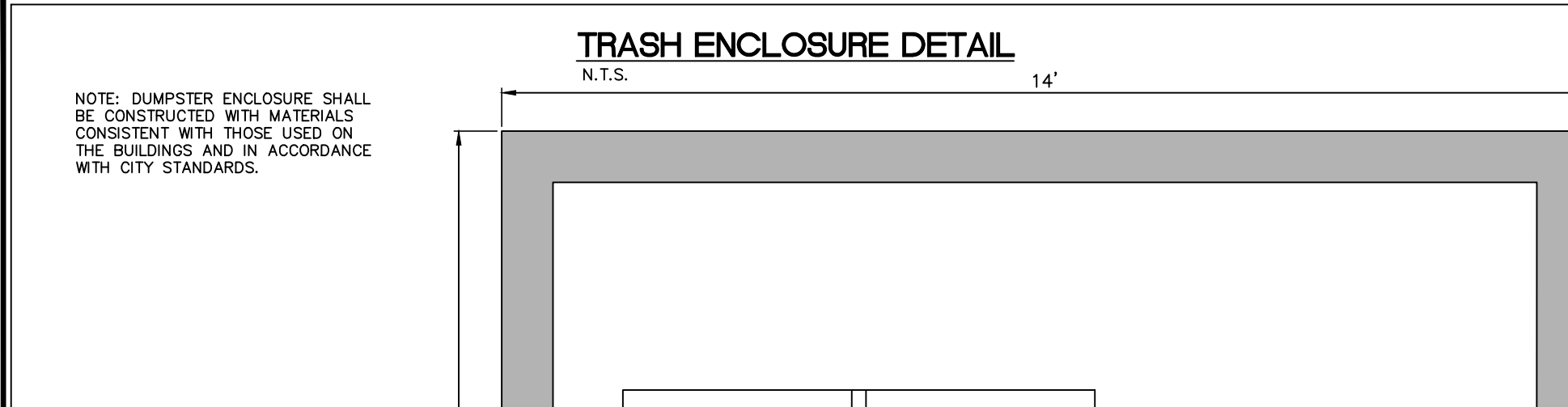
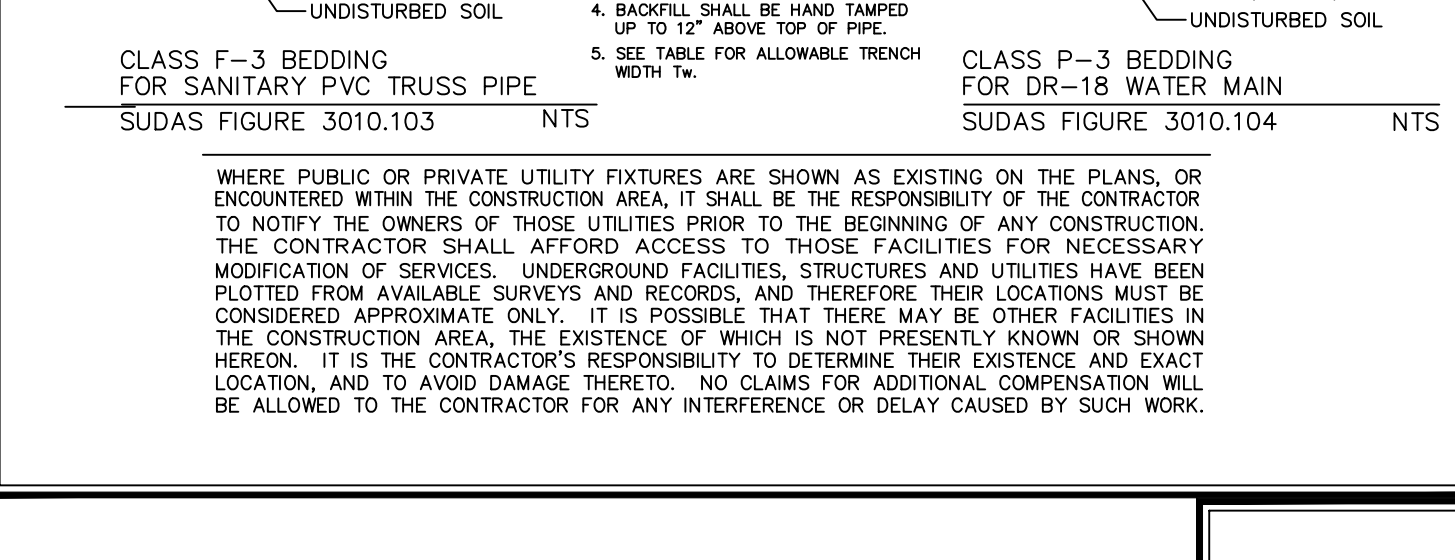
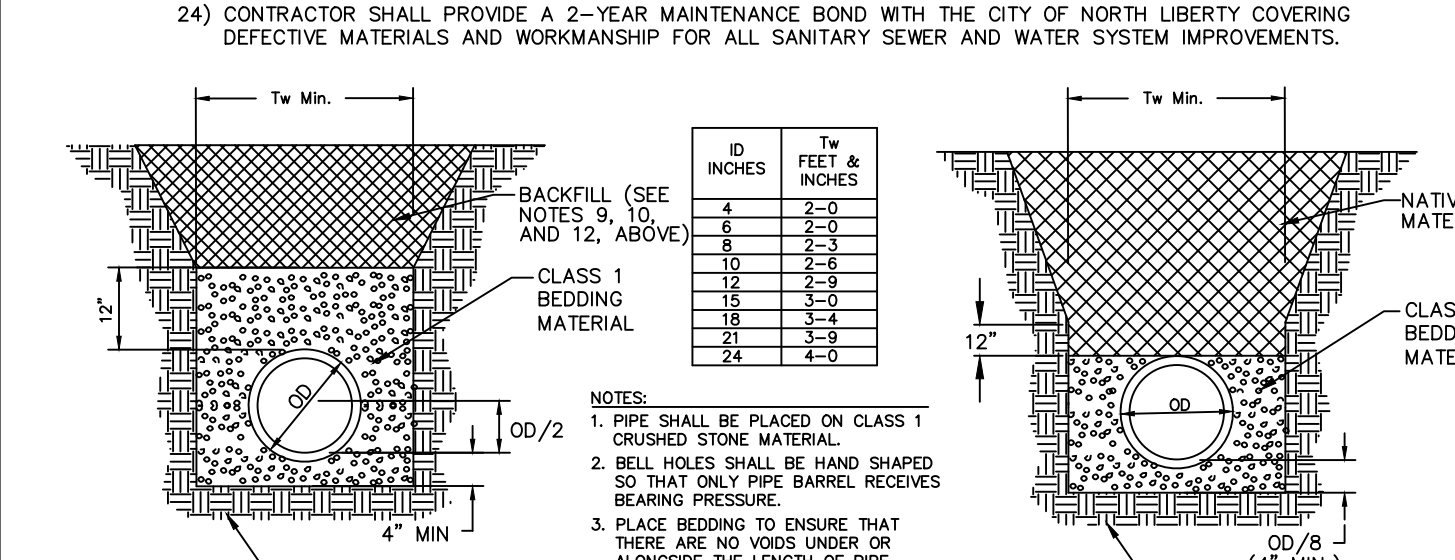
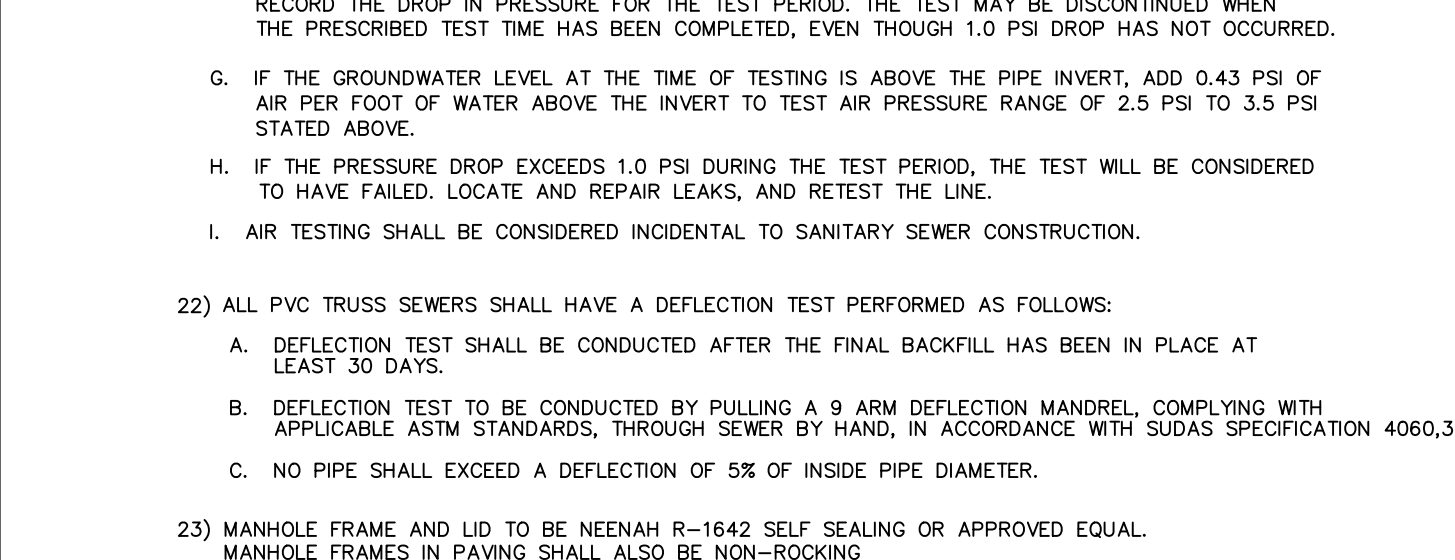
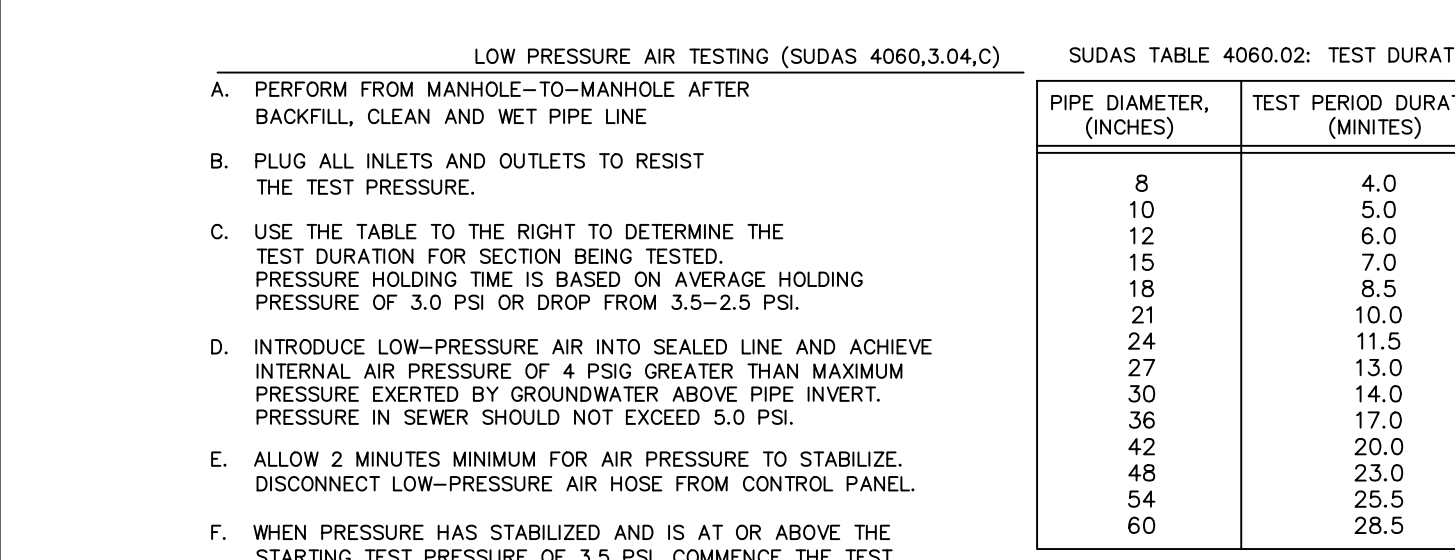


SANITARY SEWER AND WATER MAIN CONSTRUCTION NOTES  
\*\*ALL SANITARY SEWER MANHOLE LIDS SHALL HAVE THE WORDS "SANITARY SEWER" CAST IN THE LID\*\*  
1. SANITARY SEWER AND WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AS PREPARED BY MMS CONSULTANTS, INC. CONSTRUCTION SHALL ALSO CONFORM TO THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) MANUAL, AND TO THE CITY OF NORTH LIBERTY STANDARDS AND APPROVED MANUFACTURERS/MODELS.  
2. ALL TRENCH EXCAVATIONS SHALL BE COMPLETED IN ACCORDANCE WITH SUDAS SPECIFICATION SECTION 3010.  
3. CONTRACTOR SHALL PROVIDE CLASS 1 CRUSHED STONE ENCASUREMENT BEDDING ACCORDING TO SUDAS SPECIFICATION 3010.2.02.A FOR ALL SANITARY SEWER UNLESS NOTED OTHERWISE ON THE PLANS.  
4. SANITARY SEWERS TO BE PVC TRUSS PIPE (SUDAS 4010.2.01.E) UNLESS NOTED OTHERWISE. SANITARY SEWER SERVICE LINES SHALL BE PVC, SDR 23.5 WITH GASKETED JOINTS (SUDAS 4010.2.04.C).  
5. CONTRACTOR TO PROVIDE CLOW "BAND-SEAL" COUPLINGS FOR DISSIMILAR PIPE CONNECTIONS.  
6. WATER MAINS SHALL BE DR-18 PVC PIPE, IN COMPLIANCE WITH SUDAS SPECIFICATION SECTION 5010.2.01, UNLESS NOTED OTHERWISE ON THE PLANS.  
7. ALL CLASS 52 DP SHALL BE WRAPPED WITH 8 MIL POLYETHYLENE WRAP IN COMPLIANCE WITH SUDAS 5010.3.05.  
8. #12 AWG SOLID COPPER TRACER WIRE SHALL BE INSTALLED ALONG ENTIRE LENGTH OF NEW WATER MAIN, IN COMPLIANCE WITH SUDAS SPECIFICATION 5010.3.08 AND FIGURE 5010.102. THIN INSULATION IN YELLOW, ORANGE OR BLUE.  
9. SANITARY SEWER TRENCHES SHOWN ON THE PROFILE VIEW SHALL BE BACKFILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 95% STANDARD PROCTOR DENSITY:  
A. SUITABLE EXCAVATED MATERIAL, IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN  
B. CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACKFILL SHALL BE USED.  
\*REFER TO SUDAS SPECIFICATION 3010.2.01 FOR UNSUITABLE MATERIAL\*  
10. GRANULAR TRENCH BACKFILL SHALL BE CLASS 1 CRUSHED STONE CONFORMING TO SUDAS SPECIFICATION 3010.2.02.A. COMPACT TO 90% STANDARD PROCTOR DENSITY.  
11. WATER MAINS WITHIN STREET RIGHT OF WAYS OR WITHIN EASEMENTS ADJACENT TO THE STREET RIGHT OF WAYS SHALL BE BACKFILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 95% STANDARD PROCTOR DENSITY:  
A. SUITABLE EXCAVATED MATERIAL, IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN  
B. CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACKFILL SHALL BE USED.  
12. ALL SANITARY SEWER SERVICE LINES CROSSING STREET RIGHT-OF-WAY SHALL BE BACKFILLED IN ACCORDANCE WITH THE PRECEDING NOTE.  
13. ALL SANITARY SEWER SERVICE LINES SHALL BE EXTENDED:  
A. TO THE UTILITY EASEMENT LINE FOR THOSE LOCATIONS WHERE THE LOTS BEING SERVED ARE ON THE OPPOSITE SIDE OF THE STREET FROM THE SEWER MAIN.  
B. TO THE UTILITY EASEMENT LINE FOR THOSE LOCATIONS WHERE THE LOTS BEING SERVED ARE ADJACENT TO THE SEWER MAIN.  
THE FOLLOWING MINIMUM CLEARANCES MUST BE MAINTAINED, ACCORDING TO SUDAS SPECIFICATION 5010.3.07:  
14. WATER MAIN SHALL BE LOCATED TO FEET HORIZONTALLY DISTANT FROM ALL SANITARY SEWER AND STORM SEWER.  
15. WATER MAIN SHALL NOT PASS THROUGH NOR CONTACT A SEWER OR A SEWER MANHOLE. A MINIMUM HORIZONTAL SEPARATION OF 3 FEET SHALL BE MAINTAINED.  
16. VERTICAL SEPARATION OF WATER MAINS CROSSING OVER ANY SANITARY SEWER SHOULD BE A MINIMUM OF 18-INCHES, MEASURED OUTSIDE TO OUTSIDE FROM THE CLOSEST EDGE OF EACH PIPE. IF PHYSICAL THIS SEPARATION OF THE WATER MAIN SHALL NOT BE PLACED CLOSER THAN 6-INCHES ABOVE A SEWER OR 18-INCHES BELOW A SEWER. THE SEPARATION DISTANCE SHALL BE THE MAXIMUM FEASIBLE IN ALL CASES.  
17. WHERE THE WATER MAIN CROSSES SEWER, ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE SEWER. THE WATER AND SEWER PIPES MUST BE ABSOLUTELY SUPPORTED AND HAVE WATER LIES IN A LOW PERMEABILITY SOIL SHALL BE USED FOR BACKFILL MATERIAL WITHIN 10-FOOT OF THE POINT OF CROSSING.  
18. NOMINAL SHAPE OF WATER MAIN = 5.5 FEET TO TOP OF PIPE.  
19. WATER MAIN SIZED ON PLAN VIEW, AND ALL WATER SERVICE LINES CROSSING STREETS, SHALL BE INSTALLED PRIOR TO PAVING.  
20. VIDEO INSPECTION OF ALL SANITARY SEWER MAINS IS REQUIRED PRIOR TO CITY ACCEPTING OWNERSHIP OF THE SYSTEM.  
21. ALL SANITARY SEWER AND SERVICE LINES SHALL BE AIR TESTED TO PASS THE FOLLOWING TEST:



LOW PRESSURE AIR TESTING (SUDAS 4060.3.04.C) SUDAS TABLE 4060.02: TEST DURATION

PIPE DIAMETER (INCHES)	TEST PERIOD DURATION (MINUTES)
8	4.0
10	5.0
12	6.0
15	7.0
18	8.5
21	10.0
24	11.5
27	13.0
30	14.0
36	17.0
42	20.0
48	23.0
54	25.5
60	28.5



LOT 11,  
I-380 INDUSTRIAL PARK  
NORTH LIBERTY  
JOHNSON COUNTY  
STATE OF IOWA

MMS CONSULTANTS, INC.  
Date: 5-1-2018  
Designed by: BTM Field Book No: 1217  
Drawn by: MAK Scale: 1"=30'  
Checked by: BTM Sheet No: 6  
Project No: IOWA CITY 10477-002





**Stonco** LytePro LED large wall sconce LPW32 features outstanding value in a compact, architectural design. This powerful and precise combination offers outstanding energy savings with excellent photometric performance. LPW32 is ideal for building perimeters and corridors in addition to wall lighting applications requiring strong lateral spacing and forward pattern projection.

Project: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Cat.No: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Lamps: \_\_\_\_\_ Qty: \_\_\_\_\_  
 Notes: \_\_\_\_\_

### Ordering guide

Example: LPW32-70-NW-G3-3-120-PCB-BZ

Prefix	Wattage	LED Color/Gen	Distribution	Emergency	Voltage	
<input type="text" value="LPW32"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
<b>LPW32</b> LytePro 32 LED Large Wall Sconce	70 70W	<b>NW-G3</b> Neutral White 4000K 70 CRI Generation 3	3 Type 3	-- None	120 120V	
	90 90W		4 Type 4	<b>EBP</b> Emergency Battery Pack <sup>1,2,3</sup>	208 208V	
	50 50W <sup>1</sup>	<b>WW-G3</b> Warm White 3000K 70 CRI Generation 3		EBP only available with 50W version	240 240V	
					277 277V	
						347 347V
						480 480V
						UNV 120-277V (50/60Hz)
					HVU 347-480V (50/60Hz)	

Options			
Dimming controls	Motion sensing	Photocontrol	Finish
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>FAWS</b> Field Adjustable Wattage Selector <sup>4</sup>  <b>BL</b> Bi-level functionality <sup>2,4</sup>	<b>IMRI3</b> Motion sensor #3 Lens <sup>2,5</sup>	<b>PCB</b> Photocontrol Button <sup>2,5,6</sup>	<b>Textured</b> <b>BK</b> Black <b>WH</b> White <b>BZ</b> Bronze <b>DGY</b> Dark Gray <b>MGY</b> Medium Gray <b>Customer specified</b> <b>RAL</b> Specify optional color or RAL (ex: OC-LGP or OC-RAL7024) <b>CC</b> Custom color (Must supply color chip for required factory quote)

### Stocked luminaires – Ordering guide

Catalog Number	Description	Master Pack, Qty	UPC Code
LPW32-G3-8-DGY	LPW32, 70W, 650mA, 4000K, Type 3, 120-277V, Dark gray textured paint	3	622252813889
LPW32-G3-8-BZ	LPW32, 70W, 650mA, 4000K, Type 3, 120-277V, Bronze textured paint	3	622252813896

### Stocked accessories – Ordering guide (Must be ordered separately)

Catalog Number	Description	Master Pack, Qty	UPC Code
LPWCVRPLT-BZ <sup>7</sup>	LPW Universal wall cover mounting plate, Bronze textured paint	(none)	786034960618

<sup>1</sup> 50W configuration available with emergency battery backup only (EBP)

<sup>2</sup> Not available in 347 or 480V

<sup>3</sup> Not available with BL, FAWS or PCB

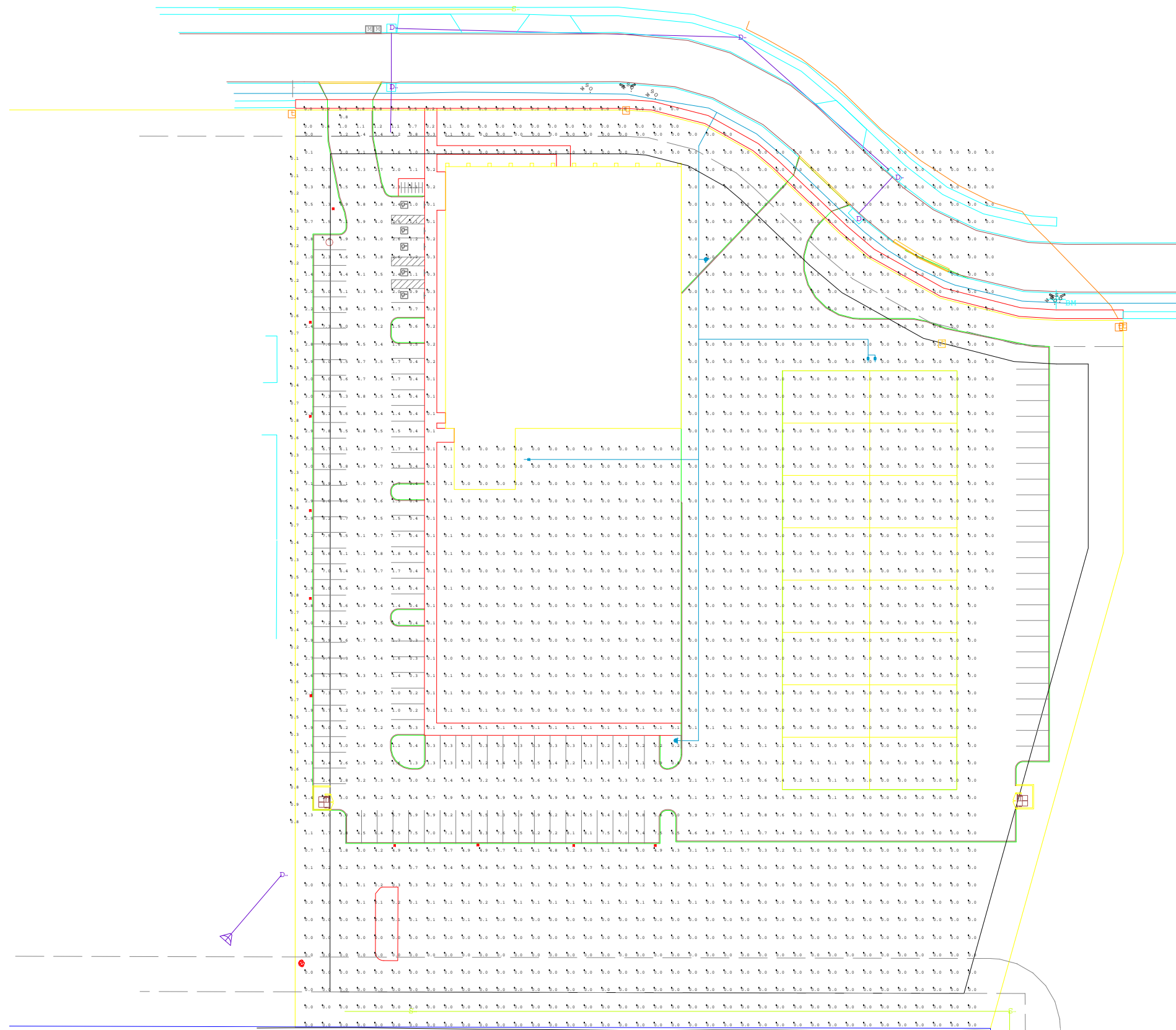
<sup>4</sup> Not available with other control options.

<sup>5</sup> Available only with BL diming option

<sup>6</sup> Must specify voltage

<sup>7</sup> Other colors available upon request as made-to-order

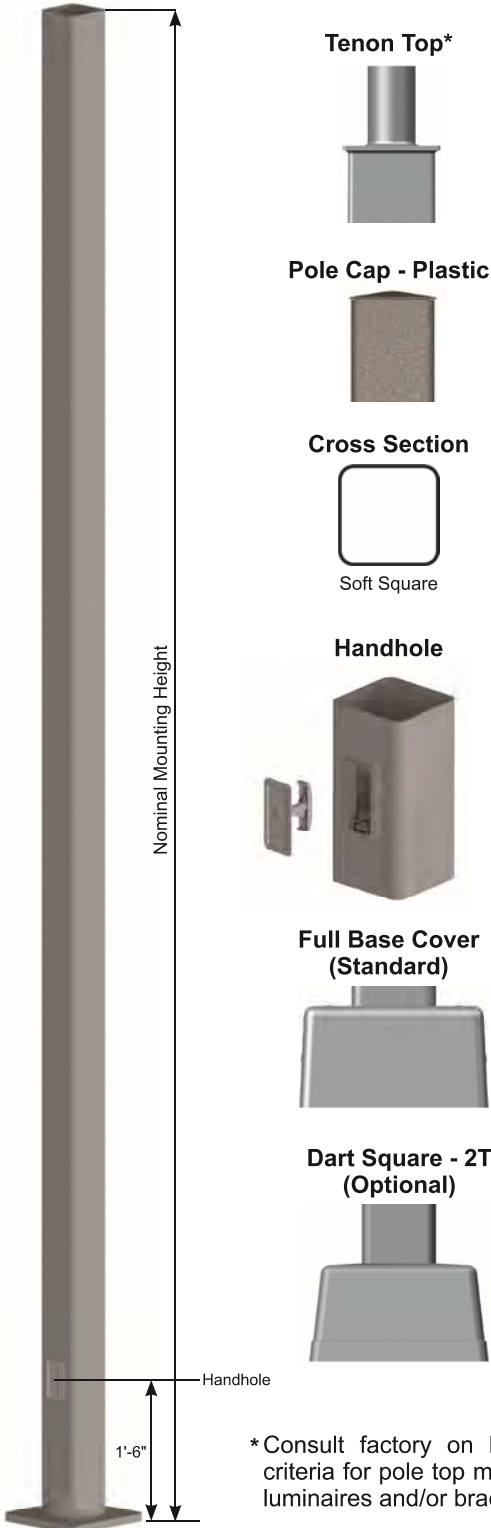




Luminaire Schedule					
Symbol	Qty	Label	Total Lamp Lumens	LLF	Description
□	10	ECP-S-48L-1_2A-NW-G2-3-HIS	N.A.	0.950	ECP-S-48L-1_2A-NW-G2-3-HIS

Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: <u>DS330</u> Quote: _____	Customer Approval: _____ Date: _____

## SPECIFICATIONS



**Pole Shaft** - The pole shaft is fabricated from hot rolled welded steel tubing of one-piece construction with a minimum yield strength of 55 KSI.

**Pole Top** - A removable pole cap is provided for poles receiving drilling patterns for side-mount luminaire arm assemblies. For top mount luminaire and/or bracket consult the factory. Consult the luminaire manufacturer for correct tenon size or drill pattern. Other pole top options include pole cap only (PC) or plain top (PL) which is typical when the pole top diameter matches the necessary slip fit dimensions.

**Handhole** - A reinforced handhole with grounding provision is provided at 1'-6" from the base end of the pole assembly. Each handhole includes an easy to install, self-contained Swing Latch handhole cover assembly. U.S. Patent Swing Latch cover is fabricated from durable polycarbonate/ABS blend plastic. All pole assemblies are provided with a 2.50" x 5.00" rectangular handhole. Handhole dimensions are nominal.

**Base Cover** - A two-piece full base cover fabricated from ABS plastic is provided with each pole assembly. Additional base cover options, including the dart square (2T) cast aluminum cover, are available upon request.

**Anchor Bolts** - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

**Hardware** - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

**Finish** - Standard finishes are either Galvanized (GV) or Finish Painted (FP). Additional finish options including Finish Paint over Galvanizing (FPGV) or any of the V-PRO™ Finish Coating Systems are available upon request. See the product ordering code for color options.

**Design Criteria** - Please reference Design Criteria Specification for appropriate design conditions.

\*Consult factory on loading criteria for pole top mounted luminaires and/or brackets.

# DS330

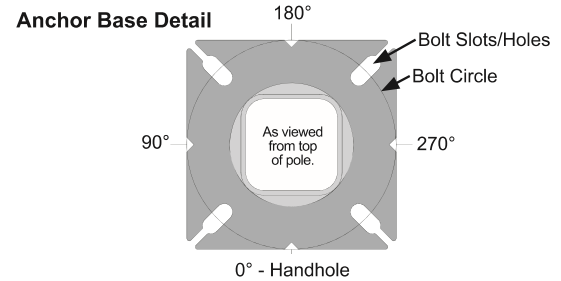
## Fatigue Resistant Soft Square Steel Post



Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: <b>DS330</b> Quote: _____	Customer Approval: _____ Date: _____

### ANCHORAGE DATA

POLE		BASE PLATE				ANCHOR BOLTS			
POLE BASE SQUARE (IN)	WALL THK (GA)	BOLT CIRCLE		SQUARE (IN)	THK (IN)	DIA x LENGTH x HOOK (IN)	PROJECTION (IN)	± (IN)	
		DIA (IN)	± (IN)						
4.00	11	8.50	0.50	8.25	0.750	0.75 x 17.00 x 3.00	3.50	0.25	
4.00	7	8.50	0.50	8.25	0.875	0.75 x 17.00 x 3.00	3.63	0.25	
5.00	11	11.00	1.00	11.00	1.000	0.75 x 17.00 x 3.00	3.75	0.25	
5.00	7	11.00	1.00	11.00	1.000	0.75 x 17.00 x 3.00	3.75	0.25	
6.00	7	12.00	1.00	12.50	1.000	1.00 x 36.00 x 4.00	4.25	0.25	



### DESIGNATION, LOAD AND DIMENSIONAL DATA

NOMINAL MOUNTING HEIGHT	DESIGN INFORMATION						POLE DIMENSIONS <sup>3</sup>				DESIGNATION
	80 MPH w/1.3 GUST		90 MPH w/1.3 GUST		100 MPH w/1.3 GUST		SHAFT BASE SQUARE <sup>3</sup> (IN)	SHAFT TOP SQUARE (IN)	WALL THK (GA)	STRUCTURE WEIGHT <sup>2</sup> (LBS)	
	MAX EPA <sup>1</sup> (SQFT)	MAX WEIGHT <sup>1</sup> (LBS)	MAX EPA <sup>1</sup> (SQFT)	MAX WEIGHT <sup>1</sup> (LBS)	MAX EPA <sup>1</sup> (SQFT)	MAX WEIGHT <sup>1</sup> (LBS)					
10'-0"	30.6	765	23.8	595	18.9	473	4.00	4.00	11	75	400Q100
12'-0"	24.4	610	18.8	470	14.8	370	4.00	4.00	11	90	400Q120
14'-0"	19.9	498	15.1	378	11.7	293	4.00	4.00	11	100	400Q140
16'-0"	15.9	398	11.8	295	8.9	223	4.00	4.00	11	115	400Q160
18'-0"	12.6	315	9.2	230	6.7	168	4.00	4.00	11	125	400Q180
20'-0"	9.6	240	6.7	167	4.5	150	4.00	4.00	11	140	400Q200
	17.7	443	12.7	343	9.4	235	5.00	5.00	11	185	500Q200
	28.1	703	21.4	535	16.2	405	5.00	5.00	7	265	500W200
25'-0"	4.8	150	2.6	100	1.0	50	4.00	4.00	11	170	400Q250
	10.8	270	7.7	188	5.4	135	4.00	4.00	7	245	400W250
	9.8	245	6.3	157	3.7	150	5.00	5.00	11	225	500Q250
	18.5	463	13.3	333	9.5	238	5.00	5.00	7	360	500W250
30'-0"	6.7	168	4.4	110	2.6	65	4.00	4.00	7	291	400W300
	4.7	150	2.0	50	N/A	N/A	5.00	5.00	11	265	500Q300
	10.7	267	6.7	167	3.9	100	5.00	5.00	7	380	500W300
	19.0	475	13.2	330	9.0	225	6.00	6.00	7	520	600W300
35'-0"	5.9	150	2.5	100	N/A	N/A	5.00	5.00	7	440	500W350
	12.4	310	7.6	190	4.2	105	6.00	6.00	7	540	600W350
40'-0"	7.2	180	3.0	75	N/A	N/A	6.00	6.00	7	605	600W400

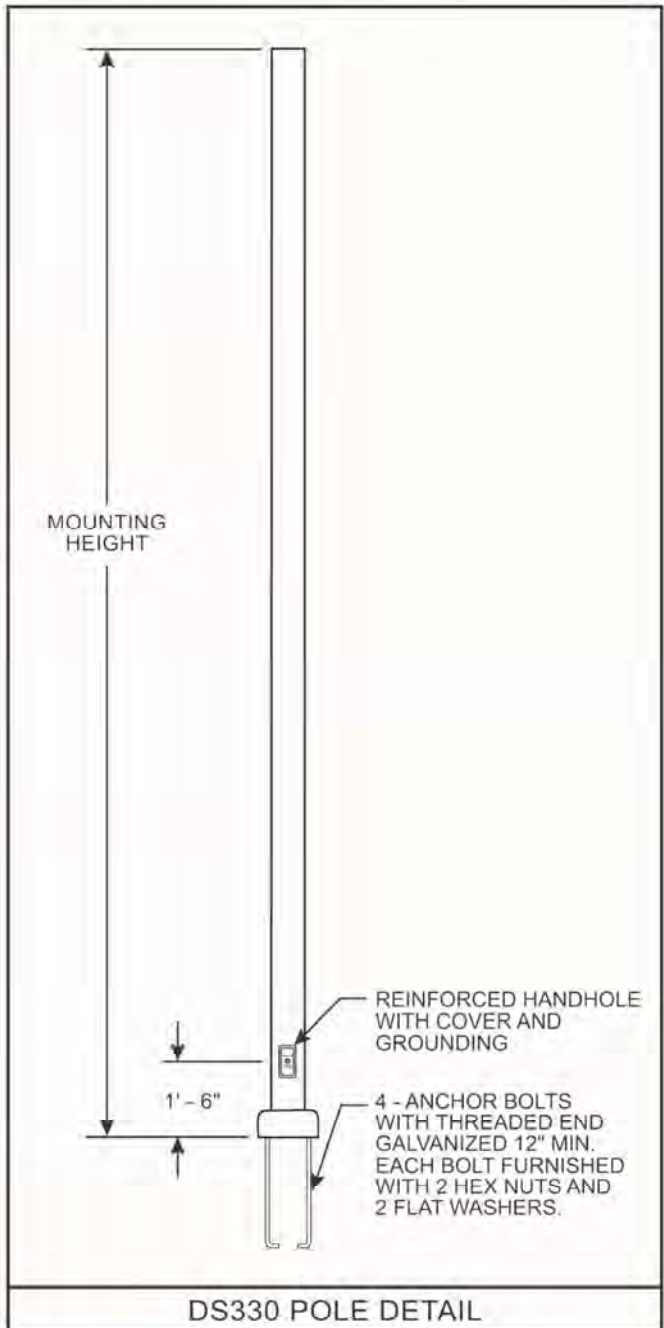
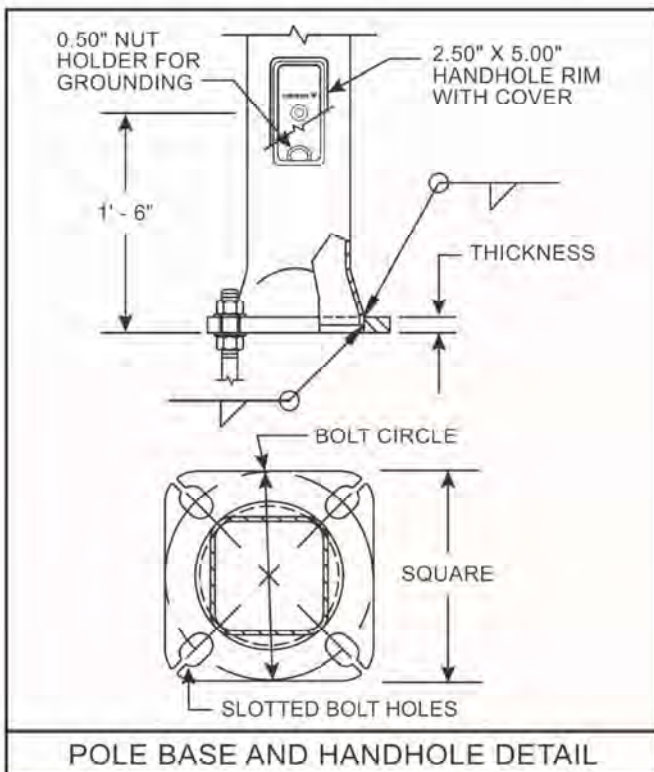
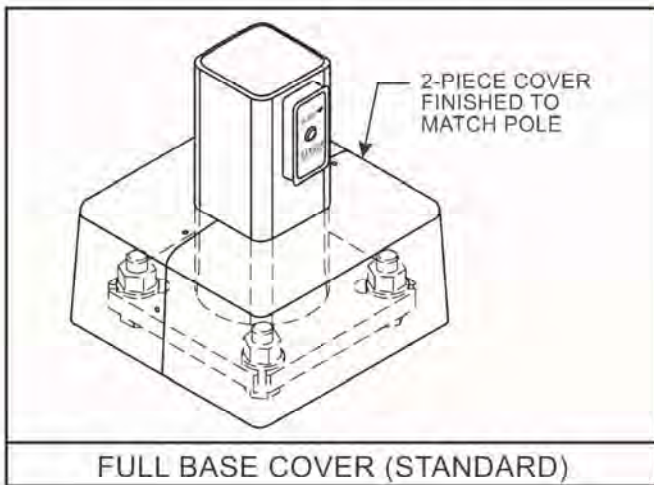
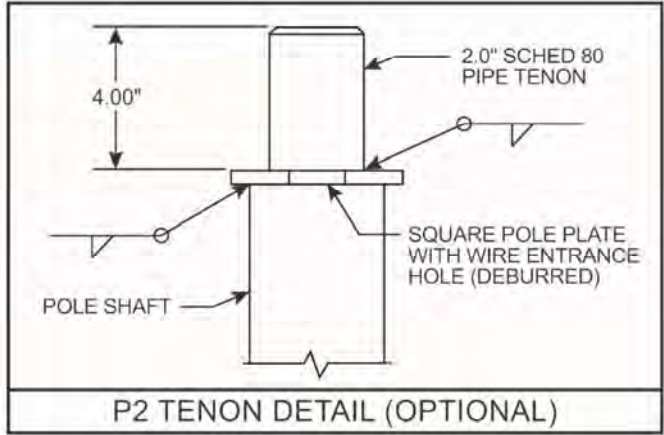
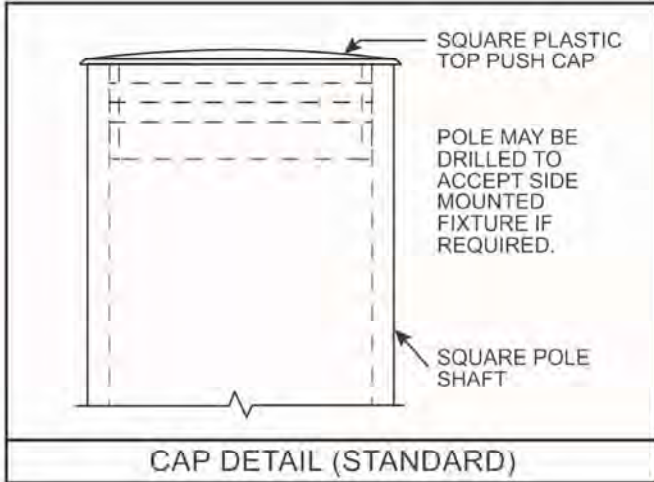
- Maximum EPA (Effective Projected Area) and weight values are based on side mounted fixtures only. Consult factory on loading criteria for pole top mounted luminaires and/or brackets. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.
- Structure weight is a nominal value which includes the pole shaft and base plate only.
- Belled-bottom will have reduced thickness due to the cold-working process. However, the belled-bottom meets or exceeds the structural capacity of the original square section. In addition, the rounded section provides better fatigue resistance.

### PRODUCT ORDERING CODES

MODEL	DESIGNATION	FIXTURE MOUNTING	FINISH SYSTEM	STANDARD COLOR OPTIONS	BASE COVER	ANCHOR BOLTS	SUPPLEMENTAL INFO
<b>DS330</b>				--	--	--	
	Select Correct Designation from the Load and Dimensional Data Chart.	<b>Drill Mounting (See Orientation)</b> D1 = (1) Drillings @ 270° D2 = (2) Drillings @ 90° & 270° D4 = (4) Drillings @ 0°, 90°, 180°, & 270° D5 = (2) Drillings @ 180° & 270° D6 = (3) Drillings @ 90°, 180°, & 270°  <b>Tenon Mounting</b> P2 = 2.38" OD x 4" tenon P4 = 4.00" OD x 6" tenon P5 = 2.88" OD x 4" tenon P6 = 2.88" OD x 5" tenon P7 = 2.38" OD x 5" tenon P9 = Special Size (Specify)  <b>Other Options</b> PC = Pole Cap PL = Plain Top (No Cap)	GV = Galvanized FP = Finish Painted ----- -----OPTIONAL----- FPGV = Finish Paint over Galvanizing VP30 = V-PRO™ 30 System VP32 = V-PRO™ 32 System VP53 = V-PRO™ 53 System VP54 = V-PRO™ 54 System VP57 = V-PRO™ 57 System VP100 = V-PRO™ 100 System VP105 = V-PRO™ 105 System	GV = Galvanized BK = Black DB = Dark Bronze MB = Medium Bronze WH = White LG = Light Gray CB = Bronze DG = Dark Green ST = Sandstone HTG = Hunter Green SG = Slate Gray SL = Silver SC = Special Color (Specify)	FBC = Full Base Cover -----OPTIONAL----- 2T = Square Dart Cover	AB = With Anchor Bolts LAB = Without Anchor Bolts	



# DS330 - Fatigue Resistant Square Non-Tapered Steel Pole



SPC7207 12/17 valmontstructures.com carries the most current spec information and supersedes these guidelines.



Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 26,400 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Cat.No: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Lamps: \_\_\_\_\_ Qty: \_\_\_\_\_  
 Notes: \_\_\_\_\_

**Ordering guide**

example: ECF-S-64L-900-NW-G2-AR-5-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage	Options						Finish	
							Dimming controls	Motion sensing lens	Photo-sensing	Electrical	Luminaire	Finish		
<b>ECF-S</b>														
ECF-S EcoForm site and area, small	32L 32 LEDs (2 modules)	530 530mA 700 700mA 1A 1050mA 1.2A 1200mA	WW-G2 Warm White 3000K, 70CRI Generation 2  NW-G2 Neutral White 4000K, 70CRI Generation 2	AR Arm Mount (standard) <sup>2</sup>  <i>The following mounting kits must be ordered separately (See accessories)</i> SF Slip Fitter Mount <sup>3</sup> (fits to 2 3/8" O.D. tenon)  WS Wall mount with surface conduit rear entry permitted  RAM Retrofit arm mount kit <sup>2</sup>	Type 2 2 Type 2 2-90 Rotated left 90° 2-270 Rotated right 270°  Type 3 3 Type 3 3-90 Rotated left 90° 3-270 Rotated right 270°  Type 4 4 Type 4 4-90 Rotated left 90° 4-270 Rotated right 270°  Type 5 5 Type 5 5W Type 5W  AFR Auto Front Row AFR-90 Auto Front Row, Rotated left 90° AFR-270 Auto Front Row, Rotated right 270°	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V UNV 120-277V (50/60Hz) HVV 347-480V (50/60Hz)	DD 0-10V External dimming (by others) <sup>4</sup> DCC Dual Circuit Control <sup>4,5,6</sup> FAWS Field Adjustable Wattage Selector <sup>4,5</sup> SW Interface module for SiteWise <sup>4,6,7</sup> LLC Integral wireless module <sup>4,6,8</sup> BL Bi-level functionality <sup>4</sup>  DynaDimmer: Automatic Profile Dimming CS50 Safety 50% Dimming, 7 hours <sup>4,8</sup> CM50 Median 50% Dimming, 8 hours <sup>4,8</sup> CE50 Economy 50% Dimming, 9 hours <sup>4,8</sup> DA50 All Night 50% Dimming <sup>4,8</sup>  CS30 Safety 30% Dimming, 7 hours <sup>4,8</sup> CM30 Median 30% Dimming, 8 hours <sup>4,8</sup> CE30 Economy 30% Dimming, 9 hours <sup>4,8</sup> DA30 All Night 30% Dimming <sup>4,8</sup>	IMR13 Integral with #3 lens <sup>15</sup> IMR17 Integral with #7 lens <sup>15</sup> IMRO Pole mounted motion sensor <sup>15</sup> (see accessories)	PCB Photocontrol Button <sup>8,9</sup> TLRD5 Twist Lock Receptacle 5 Pin <sup>10</sup> TLRD7 Twist Lock Receptacle 7 Pin <sup>10</sup> TLRPC Twist Lock Receptacle w/ Photocell <sup>9,11</sup>	Fusing F1 Single (120, 277, 347VAC) <sup>9</sup> F2 Double (208, 240, 480VAC) <sup>9</sup> Pole Mount Fusing FPI Single (120, 277, 347VAC) <sup>9</sup> FP2 Double (208, 240, 480VAC) <sup>9</sup> FP3 Canadian Double Pull (208, 240, 480VAC) <sup>9</sup> Surge Protection (10kA standard) SP2 Increased 20kA	Square Pole Adapter included in standard product TB Terminal Block <sup>12</sup> RPA Round Pole Adapter (fits to 3"-3.9" O.D. pole) <sup>13</sup> HIS Internal Housing Side Shield <sup>14</sup>	Textured BK Black WH White BZ Bronze DGY Dark Gray MGY Medium Gray  Customer specified RAL Specify optional color or RAL (ex: RAL7024) CC Custom color (Must supply color chip for required factory quote)		

1. BL-IMR13/7 equipped with out-boarded sensor housing when voltage is HVU (347-480V)  
 2. Mounts to a 4" round pole with adapter included for square poles.  
 3. Limited to a maximum of 45 degrees aiming above horizontal.  
 4. Not available with other dimming control options.  
 5. Not available with motion sensor.  
 6. Not available with photocontrol.  
 7. Available only in 120 or 277V.  
 8. Not available in 347 or 480V  
 9. Must specify input voltage.  
 10. Dimming will not be connected to NEMA receptacle if ordering with other control options.  
 11. Not available in 480V.  
 12. Not available with DCC.  
 13. Not available with SF and WS. RPAs provided with black finish standard.  
 14. HIS not available with Type 5 and 5W optics.  
 15. Available only with SW, LLC, and BL control options.  
 16. Available only with SW and BL control options.





# ECF-S EcoForm small

## Area luminaire

EcoForm Accessories (ordered separately, field installed)

### Controls Accessories



### Pole Mount Motion Sensor

MS-A-120V 120V Input  
MS-A-277V 277V Input

### Wireless system

#### Remote mount module

LLCR3-(F) #3 lens

#### Central Remote Motion Response (used connected to SiteWise main panel)

MS2-A-FVR-3  
MS2-A-FVR-7

### Shielding Accessories



### House Side shield

#### Standard optic orientation:

HIS-80-H<sup>14</sup> Internal House Side Shield for 80 LEDs (5 modules)  
HIS-96-H<sup>14</sup> Internal House Side Shield for 96 LEDs (6 modules)

#### Optic at 90° or 270° orientation:

HIS-80-V<sup>14</sup> Internal House Side Shield for 80 LEDs (5 modules)  
HIS-96-V<sup>14</sup> Internal House Side Shield for 96 LEDs (6 modules)

14. Not available with Type 5 or 5W optics

### Luminaire Accessories



ECF-BD-G2 Bird deterrent  
ECF-RAM-G2-(F) Retrofit Arm mount kit  
ECF-SF-G2-(F) Slip Fitter Mount (fits to 2 3/8" O.D. tenon)  
ECF-WS-G2-(F) Wall mount with surface conduit rear entry permitted

#### EcoForm PTF2 (pole top fitter fits 2 3/8-2 1/2" OD x 4" depth tenon)

PTF2-ECF-S/L-1-90-(F) 1 luminaire at 90°  
PTF2-ECF-S/L-2-90-(F) 2 luminaires at 90°  
PTF2-ECF-S/L-2-180-(F) 2 luminaires at 180°  
PTF2-ECF-S/L-3-90-(F) 3 luminaires at 90°  
PTF2-ECF-S/L-4-90-(F) 4 luminaires at 90°  
PTF2-ECF-S/L-3-120-(F) 3 luminaires at 120°

#### EcoForm PTF3 (pole top fitter fits 3-3 1/2" OD x 6" depth tenon)

PTF3-ECF-S/L-1-90-(F) 1 luminaire at 90°  
PTF3-ECF-S/L-2-90-(F) 2 luminaires at 90°  
PTF3-ECF-S/L-2-180-(F) 2 luminaires at 180°  
PTF3-ECF-S/L-3-90-(F) 3 luminaires at 90°  
PTF3-ECF-S/L-4-90-(F) 4 luminaires at 90°  
PTF3-ECF-S/L-3-120-(F) 3 luminaires at 120°

#### EcoForm PTF4 (pole top fitter fits 3 1/2-4" OD x 6" depth tenon)

PTF4-ECF-S/L-1-90-(F) 1 luminaire at 90°  
PTF4-ECF-S/L-2-90-(F) 2 luminaires at 90°  
PTF4-ECF-S/L-2-180-(F) 2 luminaires at 180°  
PTF4-ECF-S/L-3-90-(F) 3 luminaires at 90°  
PTF4-ECF-S/L-4-90-(F) 4 luminaires at 90°  
PTF4-ECF-S/L-3-120-(F) 3 luminaires at 120°

(F) = Specify finish

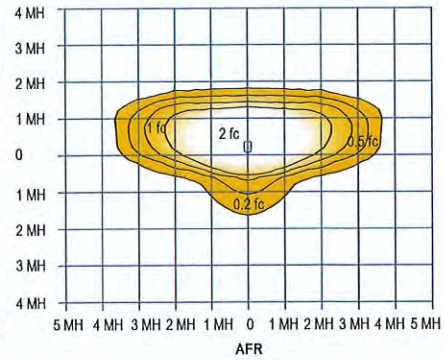
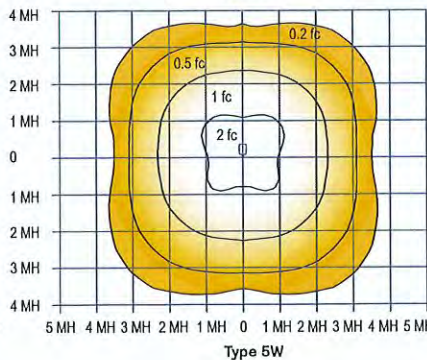
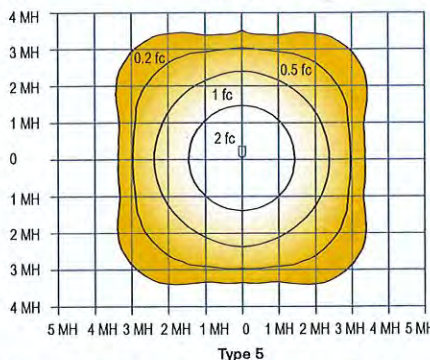
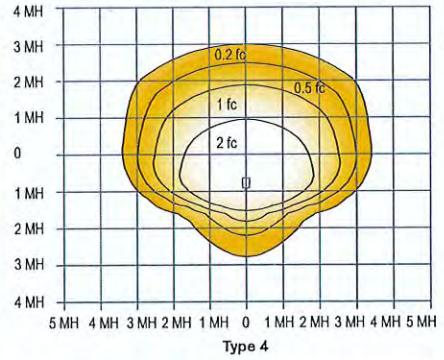
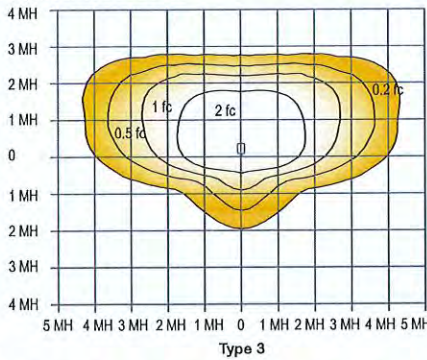
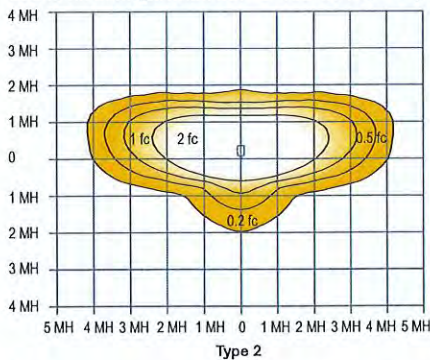
### Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L<sub>70</sub> is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L<sub>70</sub> hours limited to 6 times actual LED test hours

Ambient Temperature °C	Driver mA	Calculated L <sub>70</sub> Hours	L <sub>70</sub> per TM-21	Lumen Maintenance % at 60,000 hrs
25°C	up to 1200 mA	>100,000 hours	>60,000 hours	>88%

### Optical distribution

Based on configuration ECF-S-48L-1A-NW-G2 (159W) mounted at 20ft.





# ECF-S EcoForm small

## Area luminaire

### 3000K LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 2			Type 3			Type 4		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-WW-G2-x	32	530	3000	56	6,178	B2-U0-G1	111	6,044	B1-U0-G2	109	6,323	B1-U0-G2	114
ECF-S-32L-700-WW-G2-x	32	700	3000	73	7,968	B2-U0-G2	109	7,795	B1-U0-G2	107	8,156	B1-U0-G2	112
ECF-S-32L-1A-WW-G2-x	32	1050	3000	106	11,218	B2-U0-G2	106	10,974	B2-U0-G2	104	11,482	B2-U0-G2	109
ECF-S-32L-1.2A-WW-G2-x	32	1200	3000	122	12,443	B3-U0-G2	102	12,173	B2-U0-G2	100	12,736	B2-U0-G3	105
ECF-S-48L-900-WW-G2-x	48	900	3000	135	14,768	B3-U0-G3	109	14,448	B2-U0-G3	107	15,116	B2-U0-G3	112
ECF-S-48L-1A-WW-G2-x	48	1050	3000	159	16,723	B3-U0-G3	105	16,360	B3-U0-G3	103	17,116	B2-U0-G3	108
ECF-S-48L-1.2A-WW-G2-x	48	1200	3000	183	18,564	B3-U0-G3	102	18,162	B3-U0-G3	99	19,001	B3-U0-G4	104
ECF-S-64L-900-WW-G2-x	64	900	3000	178	19,545	B3-U0-G3	110	19,121	B3-U0-G3	108	20,005	B3-U0-G4	113
ECF-S-64L-1A-WW-G2-x	64	1050	3000	206	22,020	B3-U0-G3	107	21,543	B3-U0-G4	105	22,538	B3-U0-G4	109

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 5			Type 5W			Type AFR		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-WW-G2-x	32	530	3000	56	6,400	B2-U0-G1	115	6,672	B3-U0-G2	120	6,458	B3-U0-G2	116
ECF-S-32L-700-WW-G2-x	32	700	3000	73	8,254	B2-U0-G1	113	8,606	B3-U0-G2	118	8,330	B4-U0-G2	114
ECF-S-32L-1A-WW-G2-x	32	1050	3000	106	11,621	B3-U0-G2	110	12,116	B4-U0-G2	115	11,727	B4-U0-G2	111
ECF-S-32L-1.2A-WW-G2-x	32	1200	3000	122	12,890	B3-U0-G2	106	13,440	B4-U0-G2	111	13,008	B4-U0-G2	107
ECF-S-48L-900-WW-G2-x	48	900	3000	135	15,299	B3-U0-G2	113	15,951	B4-U0-G2	118	15,438	B4-U0-G2	114
ECF-S-48L-1A-WW-G2-x	48	1050	3000	159	17,324	B3-U0-G2	109	18,062	B4-U0-G2	114	17,482	B5-U0-G3	110
ECF-S-48L-1.2A-WW-G2-x	48	1200	3000	183	19,231	B3-U0-G2	105	20,051	B5-U0-G3	110	19,407	B5-U0-G3	106
ECF-S-64L-900-WW-G2-x	64	900	3000	178	20,247	B3-U0-G2	114	21,111	B5-U0-G3	119	20,432	B5-U0-G3	115
ECF-S-64L-1A-WW-G2-x	64	1050	3000	206	22,811	B3-U0-G2	111	23,784	B5-U0-G3	116	23,020	B5-U0-G3	112

### 4000K LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 2			Type 3			Type 4		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-NW-G2-x	32	530	4000	56	6,864	B2-U0-G2	123	6,715	B1-U0-G2	121	7,025	B1-U0-G2	126
ECF-S-32L-700-NW-G2-x	32	700	4000	73	8,853	B2-U0-G2	121	8,661	B2-U0-G2	119	9,062	B1-U0-G2	124
ECF-S-32L-1A-NW-G2-x	32	1050	4000	106	12,464	B3-U0-G2	118	12,194	B2-U0-G2	115	12,757	B2-U0-G3	121
ECF-S-32L-1.2A-NW-G2-x	32	1200	4000	122	13,826	B3-U0-G3	114	13,526	B2-U0-G3	111	14,151	B2-U0-G3	116
ECF-S-48L-900-NW-G2-x	48	900	4000	135	16,409	B3-U0-G3	121	16,053	B2-U0-G3	119	16,795	B2-U0-G3	124
ECF-S-48L-1A-NW-G2-x	48	1050	4000	159	18,581	B3-U0-G3	117	18,178	B3-U0-G3	115	19,018	B2-U0-G4	120
ECF-S-48L-1.2A-NW-G2-x	48	1200	4000	183	20,627	B3-U0-G3	113	20,180	B3-U0-G4	110	21,112	B3-U0-G4	116
ECF-S-64L-900-NW-G2-x	64	900	4000	178	21,717	B3-U0-G3	122	21,246	B3-U0-G4	119	22,228	B3-U0-G4	125
ECF-S-64L-1A-NW-G2-x	64	1050	4000	206	24,467	B3-U0-G3	119	23,936	B3-U0-G4	116	25,043	B3-U0-G4	122

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 5			Type 5W			Type AFR		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-NW-G2-x	32	530	4000	56	7,414	B3-U0-G2	133	7,175	B3-U0-G2	129	7,111	B2-U0-G1	128
ECF-S-32L-700-NW-G2-x	32	700	4000	73	9,563	B3-U0-G2	131	9,255	B4-U0-G2	127	9,172	B2-U0-G1	126
ECF-S-32L-1A-NW-G2-x	32	1050	4000	106	13,462	B4-U0-G2	127	13,030	B4-U0-G2	123	12,912	B3-U0-G2	122
ECF-S-32L-1.2A-NW-G2-x	32	1200	4000	122	14,933	B4-U0-G2	123	14,453	B4-U0-G2	119	14,322	B3-U0-G2	118
ECF-S-48L-900-NW-G2-x	48	900	4000	135	17,723	B4-U0-G2	131	17,154	B5-U0-G3	127	16,999	B3-U0-G2	126
ECF-S-48L-1A-NW-G2-x	48	1050	4000	159	20,069	B5-U0-G3	126	19,424	B5-U0-G3	122	19,248	B3-U0-G2	121
ECF-S-48L-1.2A-NW-G2-x	48	1200	4000	183	22,279	B5-U0-G3	122	21,563	B5-U0-G3	118	21,368	B3-U0-G2	117
ECF-S-64L-900-NW-G2-x	64	900	4000	178	23,456	B5-U0-G3	132	22,702	B5-U0-G3	128	22,497	B3-U0-G2	127
ECF-S-64L-1A-NW-G2-x	64	1050	4000	206	26,427	B5-U0-G3	128	25,577	B5-U0-G4	124	25,346	B3-U0-G2	123



# ECF-S EcoForm small

## Area luminaire

### 5000K LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 2			Type 3			Type 4		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-CW-G2-x	32	530	5000	56	6,658	B2-U0-G2	120	6,514	B1-U0-G2	117	6,815	B1-U0-G2	122
ECF-S-32L-700-CW-G2-x	32	700	5000	73	8,588	B2-U0-G2	118	8,402	B2-U0-G2	115	8,790	B1-U0-G2	121
ECF-S-32L-1A-CW-G2-x	32	1050	5000	106	12,090	B3-U0-G2	114	11,828	B2-U0-G2	112	12,375	B2-U0-G3	117
ECF-S-32L-1.2A-CW-G2-x	32	1200	5000	122	13,411	B3-U0-G3	110	13,120	B2-U0-G3	108	13,726	B2-U0-G3	113
ECF-S-48L-900-CW-G2-x	48	900	5000	135	15,917	B3-U0-G3	118	15,572	B2-U0-G3	115	16,291	B2-U0-G3	121
ECF-S-48L-1A-CW-G2-x	48	1050	5000	159	18,023	B3-U0-G3	114	17,633	B3-U0-G3	111	18,447	B2-U0-G4	116
ECF-S-48L-1.2A-CW-G2-x	48	1200	5000	183	20,008	B3-U0-G3	110	19,574	B3-U0-G4	107	20,479	B3-U0-G4	112
ECF-S-64L-900-CW-G2-x	64	900	5000	178	21,065	B3-U0-G3	118	20,609	B3-U0-G4	116	21,561	B3-U0-G4	121
ECF-S-64L-1A-CW-G2-x	64	1050	5000	206	23,733	B3-U0-G3	115	23,218	B3-U0-G4	113	24,291	B3-U0-G4	118

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 5			Type 5W			Type AFR		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-CW-G2-x	32	530	5000	56	6,897	B2-U0-G1	124	7,191	B3-U0-G2	129	6,960	B3-U0-G2	125
ECF-S-32L-700-CW-G2-x	32	700	5000	73	8,896	B2-U0-G1	122	9,276	B3-U0-G2	127	8,978	B4-U0-G2	123
ECF-S-32L-1A-CW-G2-x	32	1050	5000	106	12,524	B3-U0-G2	119	13,058	B4-U0-G2	124	12,639	B4-U0-G2	120
ECF-S-32L-1.2A-CW-G2-x	32	1200	5000	122	13,893	B3-U0-G2	114	14,485	B4-U0-G2	119	14,020	B4-U0-G2	115
ECF-S-48L-900-CW-G2-x	48	900	5000	135	16,489	B3-U0-G2	122	17,192	B4-U0-G2	127	16,639	B5-U0-G3	123
ECF-S-48L-1A-CW-G2-x	48	1050	5000	159	18,671	B3-U0-G2	118	19,467	B5-U0-G3	123	18,841	B5-U0-G3	119
ECF-S-48L-1.2A-CW-G2-x	48	1200	5000	183	20,727	B3-U0-G2	113	21,611	B5-U0-G3	118	20,916	B5-U0-G3	114
ECF-S-64L-900-CW-G2-x	64	900	5000	178	21,822	B3-U0-G2	123	22,753	B5-U0-G3	128	22,021	B5-U0-G3	124
ECF-S-64L-1A-CW-G2-x	64	1050	5000	206	24,586	B3-U0-G2	119	25,634	B5-U0-G3	124	24,810	B5-U0-G4	120

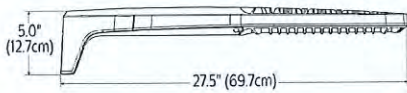
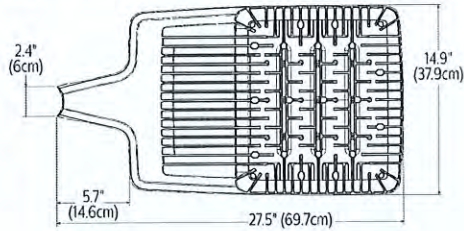
# ECF-S EcoForm small

## Area luminaire

### Dimensions

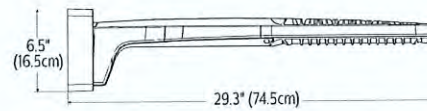
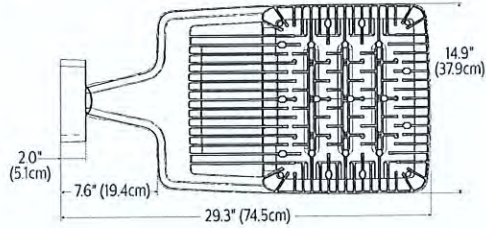
#### Standard Arm (AR)

Weight: 22 Lbs (9.9 Kg) EPA: 0.21ft<sup>2</sup> (.019m<sup>2</sup>)



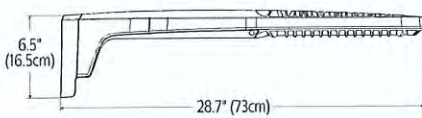
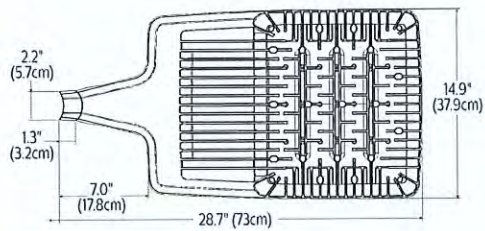
#### Wall (WS)

Weight: 27 Lbs. (12.2 Kg) EPA: 0.27ft<sup>2</sup> (.025m<sup>2</sup>)



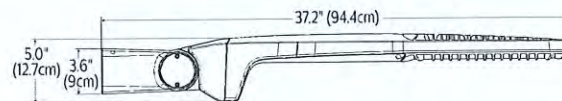
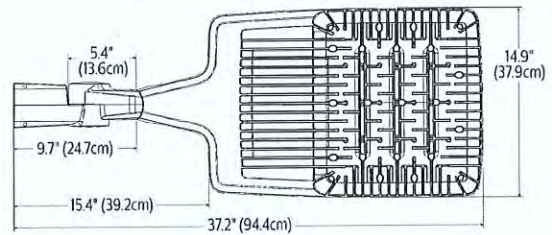
#### Retrofit Arm (RAM)

Weight: 24 Lbs (10.9 Kg) EPA: 0.24ft<sup>2</sup> (.022m<sup>2</sup>)

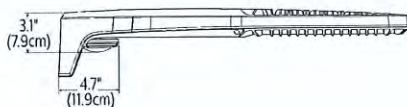
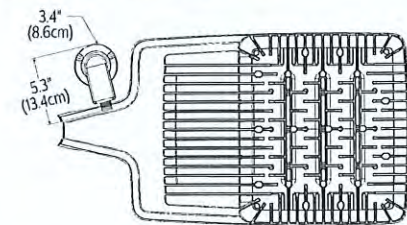


#### Slip fitter (SF)

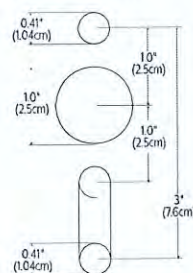
Weight: 27 Lbs (12.2 Kg) EPA: 0.33ft<sup>2</sup> (.031m<sup>2</sup>)



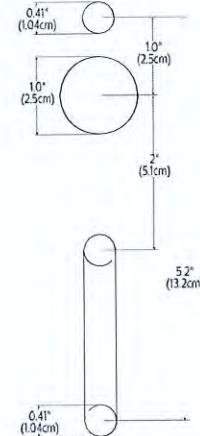
#### Outboard IMR-HVU sensor



#### Standard Arm (AR) drill pattern



#### Retrofit Arm (RAM) drill pattern



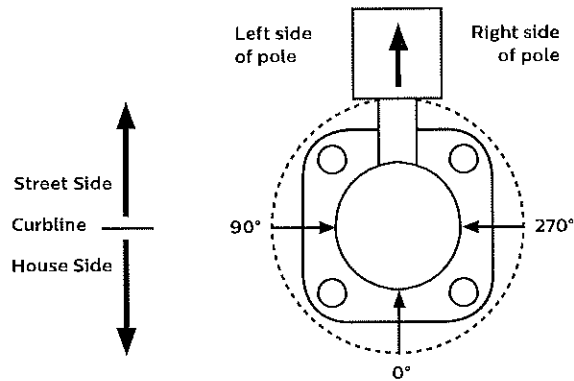
# ECF-S EcoForm small

## Area luminaire

### Optical Orientation Information

#### Standard Optic Position

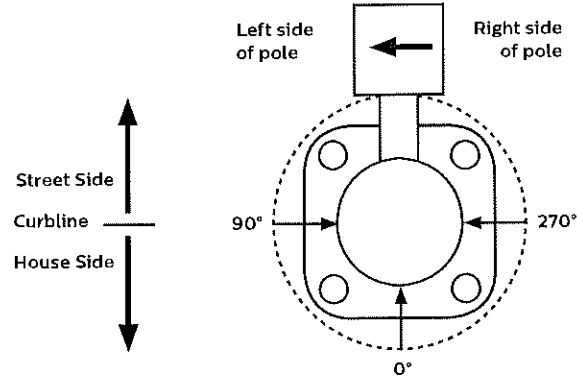
Luminaires ordered with asymmetric optical systems in the standard optic position will have the optical system oriented as shown below:



Note: The hand hole will normally be located on the pole at the 0° point.

#### Optic Rotated Left (90°) Optic Position

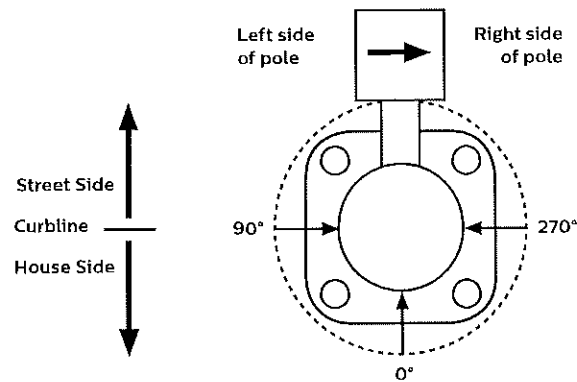
Luminaires ordered with optical systems in the Optic Rotated Left (90°) optic position will have the optical system oriented as shown below (Type 5 and 5W optics are not available with factory set rotatable optics):



Note: The hand hole will normally be located on the pole at the 0° point.

#### Optic Rotated Right (270°) Optic Position

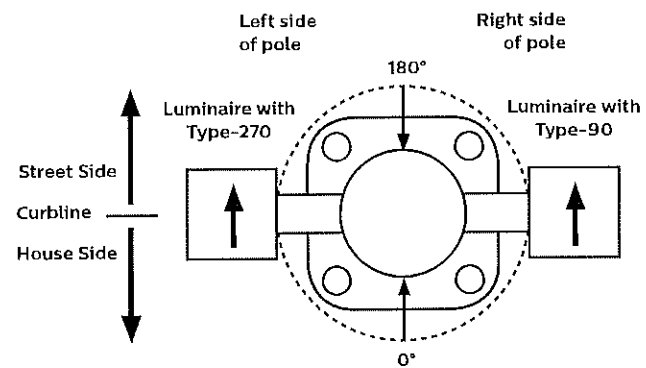
Luminaires ordered with optical systems in the Optic Rotated Right (270°) optic position will have the optical system oriented as shown below (Type 5 and 5W optics are not available with factory set rotatable optics):



Note: The hand hole will normally be located on the pole at the 0° point.

#### Twin Luminaire Assemblies with Type-90/Type-270 Rotated Optical Systems

Twin luminaire assemblies installed with rotated optical systems are an excellent way to direct light toward the interior of the site (Street Side) without additional equipment. It is important, however, that care be exercised to insure that luminaires are installed in the proper location.



Luminaires with Optic Rotated Right (270°) are installed on the LEFT Side of Pole

Luminaires with Optic Rotated Left (90°) are installed on the RIGHT Side of Pole

Note: The hand hole location will depend on the drilling configuration ordered for the pole.



# ECF-S EcoForm small

## Area luminaire

### Specifications

#### Housing

One-piece die cast aluminum housing with integral arm and separate, self-retained hinged, one-piece die cast door frame. Luminaire housing rated to IP66, tested in accordance to Section 9 of IEC 60598-1.

#### Vibration resistance

Luminaire is tested and rated 3G over 100,000 cycles conforming to standards set forth by ANSI C136.31-2010. Testing includes vibration in three axes, all performed on the same luminaire.

#### Light engine

Light engine comprises of a module of 16-LED aluminum metal clad board fully sealed with optics offered in multiples of 2, 3, and 4 modules or 32, 48, and 64 LEDs. Module is RoHS compliant. Color temperatures: 3000K +/-125K, 4000K, 5000K +/- 200K. Minimum CRI of 70. LED light engine is rated IP66 in accordance to Section 9 of IEC 60598-1.

#### Energy saving benefits

System efficacy up to 133 lms/W with significant energy savings over Pulse Start Metal Halide luminaires. Optional control options provide added energy savings during unoccupied periods.

#### Optical systems

Type 2, 3, 4, 5, 5W, and AFR distributions available. Internal Shield option mounts to LED optics and is available with Type 2, 3, 4, and AFR distributions. Types 2, 3, 4, and AFR when specified and used as rotated, are factory set only. Performance tested per LM-79 and TM-15 (IESNA) certifying its photometric performance. Luminaire designed with 0% uplight (UO per IESNA TM-15).

#### Mounting

Standard luminaire arm mounts to 4" O.D. round poles. Can also be used with 5" O.D. poles. Square pole adapter included with every luminaire. Round Pole Adapter (RPA) required for 3-3.9" poles. EcoForm features a retrofit arm kit. When specified with the retrofit arm (RAM) option, EcoForm seamlessly simplifies site conversions to LED by eliminating the need for additional pole drilling on most existing poles. RAM will be boxed separately. Also optional are slipfitter and wall mounting accessories.

#### Control options

**0-10V dimming (DD):** Access to 0-10V dimming leads supplied through back of luminaire (for secondary dimming controls by others). Cannot be used with other control options.

**Dual Circuit Control (DCC):** Luminaire equipped with the ability to have two separate circuits controlling drivers and light engines independently. Permits separate switching of separate modules controlled by use of two sets of leads, one for each circuit. Not recommended to be used with other control options, motion response, or photocells.

**SiteWise (SW):** SiteWise system includes a controller fully integrated in the luminaire that enables the luminaires to communicate with a dimming signal transmitter cabinet located on site using patented central dimming technology. A locally accessible mobile app allows users to access the system and set functionalities such as ON/OFF, dimming levels and scheduling. SiteWise is available with motion response options in order to bring the light back to 100% when motion is detected. Cannot be used with other control options or photocell options. Additional functionalities are available such as communication with indoor lighting and connection to BMS systems. Complete information on the control system can be found on the SiteWise website at [philips.com/sitewise](http://philips.com/sitewise).

**Automatic Profile Dimming (CS/CM/CE/CA):** Standard dimming profile of 30% or 50% provide flexibility towards energy savings goals while optimizing light levels during specific dark hours. When used in combination with not programmed motion response it overrides the controller's schedule when motion is detected. After 5 minutes with no motion, it will return to the automatic dimming profile schedule. Automatic dimming profile scheduled with the following settings:

- CS50/CS30: Security for 7 hours night duration (Ex., 11 PM - 6 AM)
- CM50/CM30: Median for 8 hours night duration (Ex., 10 PM - 6 AM)
- CE50/CE30: Economy for 9 hours night duration (Ex., 9 PM - 6 AM)
- CA50/CA30: for all night (during all dark hours)

All above profiles are calculated from mid point of the night. Dimming is set for 6 hours after the mid point and 1, 2, or 3 hours before depending of the duration of dimming. Cannot be used with other dimming control options.

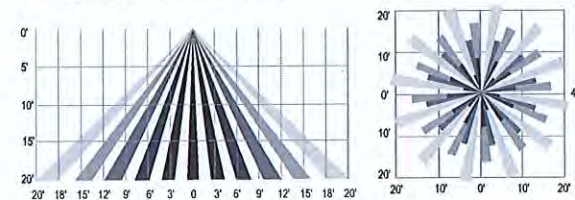
**Field Adjustable Wattage Selector (FAWS):** Luminaire equipped with the ability to manually adjust the wattage in the field to reduce total luminaire lumen output and light levels. Comes pre-set to the highest position at the lumen output selected. Use chart below to estimate reduction in lumen output desired. Cannot be used with other control options or motion response.

FAWS Position	Percent of Typical Lumen Output
1	25%
2	50%
3	55%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

Note: Typical value accuracy +/- 5%

**Wireless system (LLC):** Optional wireless controller integral to luminaire ready to be connected to a Limelight system (sold by others). The system allows you to wirelessly manage the entire site, independent lighting groups or individual luminaires while on-site or remotely. Based on a high-density mesh network with an easy to use web-based portal, you can conveniently access, monitor and manage your lighting network remotely. Wireless controls can be combined with site and area, pedestrian, and parking garage luminaires as well, for a completely connected outdoor solution. Equipped with motion response with #3 lens for 8-25' mounting heights. Also available with remote pod accessory where pod is mounted separate from luminaire to pole or wall.

#### LLC wireless controller with #3 lens



#### Motion response options

**Bi-Level Infrared Motion Response (BL-IMRI):** Motion Response module is mounted integral to luminaire factory pre-programmed to 50% dimming when not ordered with other control options. BL-IMRI is set/operates in the following fashion: The motion sensor is set to a constant 50%. When motion is detected by the PIR sensor, the luminaire returns to full power/light output. Dimming on low is factory set to 50% with 5 minutes default in "full power" prior to dimming back to low. When no motion is detected for 5 minutes, the motion response system reduces the wattage by 50%, to 50% of the normal constant wattage reducing the light level. Other dimming settings can be provided if different dimming levels are required. This can also be done with FSIR-100 Wireless Remote Programming Tool (contact Technical Support for details).

**Infrared Motion Response with Other Controls:** When used in combination with other controls (Automatic Dimming Profile and SiteWise), motion response device will simply override controller's schedule with the added benefits of a combined dimming profile and sensor detection. In this configuration, the motion response device cannot be re-programmed with FSIR-100 Wireless Remote Programming Tool. The profile can only be re-programmed via the controller.



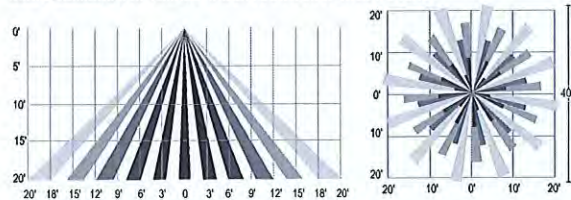
# ECF-S EcoForm small

## Area luminaire

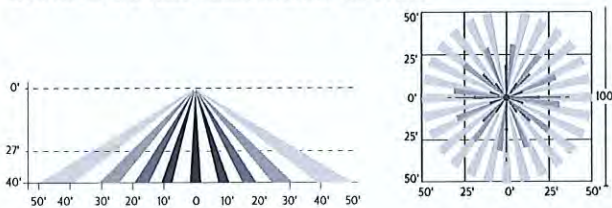
### Specifications

**Infrared Motion Response Lenses (IMRI3/IMRI7):** Infrared Motion Response Integral module is available with two different sensor lens types to accommodate various mounting heights and occupancy detection ranges. Lens #3 (IMRI3) is designed for mounting heights up to 20' with a 40' diameter coverage area. Lens #7 is designed for higher mounting heights up to 40' with larger coverage areas up to 100' diameter coverage area. See charts for approximate detection patterns:

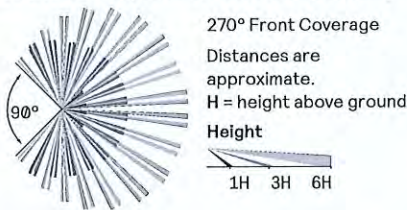
IMRI3 Luminaire or remote mount controller with #3 lens



IMRI7 Luminaire or remote mount controller with #7 lens



**Infrared Motion Response Outboard (IMRO):** Infrared Motion Response Outboard can be used in combination with automatic profile dimming and stand alone motion response. The pole mounted motion sensor is a PIR (passive infrared) device that can be mounted to a pole. One motion sensor per pole is required. Sensor finish is white Wattstopper EW-200-120-W or the EW-200-277-W. Order MS-A-120 or MS-A-277 separately. IMRO sensors require single voltage 120V or 277V input. If motion is detected during the time that the luminaire is operating at profile dimming mode specified, the luminaire returns to 100% power and light output. The luminaire remains on high until no motion is detected for the duration period, after which the luminaire returns back to automatic profile dimming. Duration period is factory set at 15 minutes, and is field adjustable from 5 minutes up to 15 minutes. The area motion detector provides coverage equal to up to 6 times the sensor height above ground, 270° from the front-center of the sensor (see chart for approximate detection patterns).



**Pole Details:** IMRO requires that the pole include additional hand hole 15 feet above the pole base, normally oriented 180° to the standard hand hole. For Gardco poles, order the pole with the Motion Sensor Mounting (MSM) option

which includes the hand hole and a special hand hole cover plate for the sensor with a 1/2" NPT receptacle centered on the hand hole cover plate into which the motion sensor mounts. Once the motion sensor is connected to the hand hole cover plate, then wiring connections are completed in the pole. The plate (complete with motion sensor attached and wired) is then mounted to the hand hole. If poles are supplied by others, the customer is responsible for providing suitable mounting accommodations for the motion sensor in the pole (see Gardco Poles specification sheets for more information).

### Electrical

**Twist-Lock Receptacle (TLRD5/TLRD7/TLRPC):** Twist Lock Receptacle with 5 pins enabling dimming or with 7 pins with additional functionality (by others) can be used with a twistlock photoelectric cell or a shorting cap. Dimming Receptacle Type B (5-pin) and Type D-24 (7-pin) in accordance to ANSI C136.41. Can be used with third-party control system. Receptacle located on top of luminaire housing. When specifying receptacle with twistlock photoelectric cell, voltage must be specified. When ordering Twist-lock receptacle (TLRD5 or TLRD7), photocell or shorting cap is not included.

**Driver:** Driver efficiency (>90% standard). 120-480V available (restrictions apply). Open/short circuit protection. Optional 0-10V dimming to 10% power. RoHS compliant.

**Button Photocontrol (PCB):** Button style design for internal luminaires mounting applications. The photocontrol is constructed of a high impact UV stabilized polycarbonate housing. Rated voltage of 120V or 208-277V with a load rating of 1000 VA. The photocell will turn on with 1-4Fc of ambient light.

**Surge protection (SP1/SP2):** Surge protection device tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with DOE MSSLC Model Specification for LED Roadway Luminaires Appendix D Electrical Immunity High test level 10kV/10kA. 20kV / 10kA surge protection device that provides extra protection beyond the SP1 10kV/10kA level.

### Listings

UL/cUL wet location listed to the UL 1598 standard, suitable for use in ambient temperatures from -40° to 40°C (-40° to 104°F). Most EcoForm configurations are qualified under Premium and Standard DesignLights Consortium® categories. Consult DLC Qualified Products list to confirm your specific luminaire selection is approved. CCTs 3000K and warmer are Dark Sky Approved.

### Finish

Each standard color luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) textured polyester powdercoat finish. Standard colors include bronze (BZ), black (BK), white (WH), dark gray (DGY), and medium gray (MGY). Consult factory for specs on optional or custom colors.

### Service Tag

Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away. For more details visit: [signify.com](http://signify.com)

### Warranty

EcoForm luminaires feature a 5-year limited warranty. See [signify.com/warranties](http://signify.com/warranties) for complete details and exclusions.

The information presented in this document is not intended as any commercial offer and does not form part of any quotation or contract.



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Signify North America Corporation  
200 Franklin Square Drive,  
Somerset, NJ 08873  
Telephone 855-486-2216

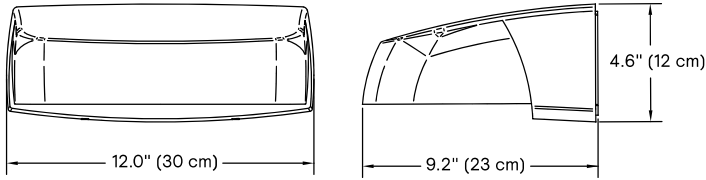
Signify Canada Ltd.  
281 Hillmount Road,  
Markham, ON, Canada L6C 2S3  
Telephone 800-668-9008



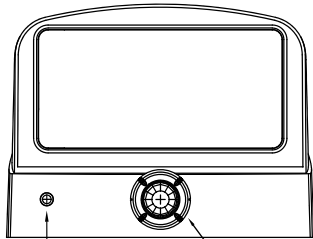
# LPW32 LytePro

## LED large wall sconce

### Dimensions



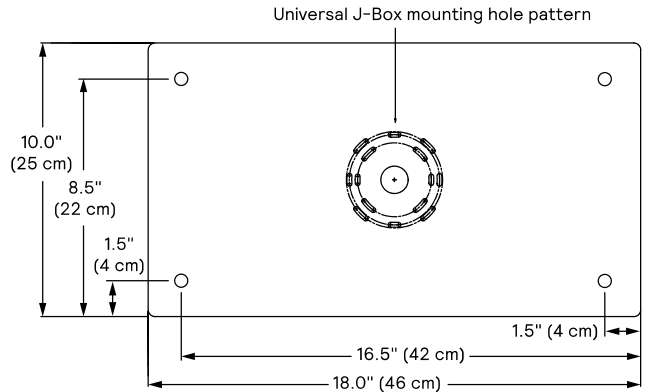
Luminaire weight: 9lbs (4 kg)  
Luminaire with EBP: 11lbs (5 kg)



Location of test switch when ordered with EBP  
Location of motion sensor lens when ordered with BL-IMRI3

### Accessory dimensions (ordered separately)

LPWCVRPLT-BZ LPW Universal wall cover mounting plate, 0.08" aluminum, bronze textured paint (used to cover larger pre-existing opening or surfaces, field installed). Offers same J-Box pattern as luminaire or may lagged to wall using (4) knockouts.



### LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 3			Type 4		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
LPW-32-70-NW-G3	32	650	4000	65	7386	B1-U0-G2	114	7149	B1-U0-G2	111
LPW-32-90-NW-G3	32	900	4000	90	9637	B2-U0-G2	107	9328	B2-U0-G2	104
LPW-32-70-WW-G3	32	650	3000	65	6686	B1-U0-G2	103	6472	B1-U0-G2	100
LPW-32-90-WW-G3	32	900	3000	89	8724	B2-U0-G2	98	8444	B2-U0-G2	95

### LED Wattage and Lumen Values – Emergency mode

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts		Type 3		Type 4	
				Normal Mode	Emergency Mode	Normal Mode	Emergency Mode	Normal Mode	Emergency Mode
LPW-32-50-NW-G3-EBP	32	400	4000	45	10	5232	1625	5064	1573
LPW-32-50-WW-G3-EBP	32	400	3000	45	10	4736	1471	4584	1424

Values from photometric tests performed in accordance with IESNA LM-79 and are representative of the configurations shown.

Actual performance may vary due to installation and environmental variables, LED and driver tolerances, and field measurement considerations. It is highly recommended to confirm performance with a photometric layout.

NOTE: Some data may be scaled based on tests of similar (but not identical) luminaires. Contact factory for configurations not shown.

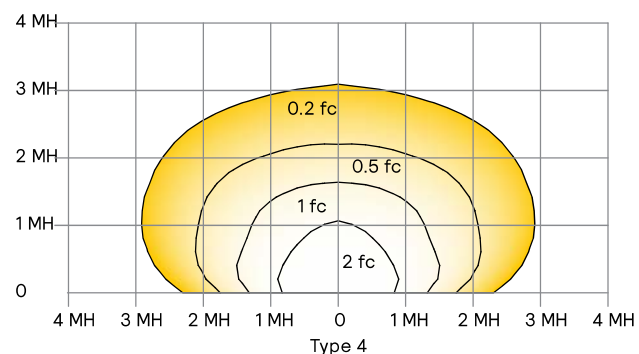
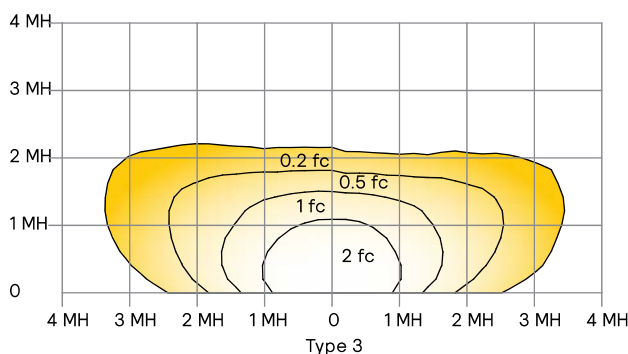
### Predicted lumen depreciation data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L<sub>70</sub> is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L<sub>70</sub> hours limited to 6 times actual LED test hours

Ambient Temperature °C	Calculated L <sub>70</sub> Hours	L <sub>70</sub> per TM-21	Lumen Maintenance % at 60,000 hrs
up to 40°C	>200,000 hours	>54,000 hours	>95%

### Optical distributions

Based on LPW32-70-NW-G3 at 20' mounting height



LPW32 20' mounting height			
Mounting height	18 ft	20 ft	23 ft
Multiplier	1.14	1.00	0.79

LPW32 20' mounting height			
Mounting height	18 ft	20 ft	23 ft
Multiplier	1.16	1.00	0.76

# LPW32 LytePro

## LED large wall sconce

### General Description

LytePro LED large wall sconce LPW32 combines excellent performance, design and value to meet the needs of the energy and budget conscious. The LPW32 is available for use in downward facing, surface wall mount applications, over recessed j-boxes or where power can be directly fed through back surface, whereby connections splices can be made inside the luminaire housing. Two SKU's are available as in-stock configurations (2-day quick ship).

### Housing

Die-cast housing houses both the LED and driver assemblies. Design incorporates an integrated heat sink to maximize thermal performance and reliability. Backplate is corrosion free, composite polycarbonate, with built-in level bubble, offers integral interlocking hook and mount design for easy installation.

### Mounting

Easy interlocking hook and mount housing/backplate design for easy installation. Mounts over 3.5", 4" octagonal j-boxes and single gang switch boxes or can be directly lagged to surface. Ensure proper steps for gasket/sealing luminaire to surface.

### IP Rating

Optical compartment is IP65 rated.

### LED Board and Array

Provides up to 114 lm/W in LPW32 at the system level. Standard color temp is 4000K or 3000K +/- 250K, minimum 70 CRI.

### Electrical

Driver efficiency (>90% standard). 120-277V and 347-480V available. All drivers are dimmable.. Temp range: -40°C (-40°F) to 40°C (104°F). Open/short circuit protection. Inherent surge protection up to (6KVA). RoHS compliant.

**Surge protection (SP1):** Surge protection device tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with DOE MSSLC Model Specification for LED Roadway Luminaires Appendix D Electrical Immunity High test level 10kV/10kA.

### Listings

Product is cETLus listed suitable for Wet Locations. Suitable for use in ambients from -40°C to 40°C (-40°F to 104°F). DesignLights Consortium® qualified.

### Finish

Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) textured polyester powdercoat finish.

### Emergency Option

**Emergency Battery Backup (EBP):** Emergency battery packs included integral to the luminaire, allowing for a consistent look between emergency and non-emergency luminaires. A separate surface mount accessory box is not required. EBP is suitable for use in ambient temperature conditions from 0°C (-32°F) to 40°C (104°F) available on 50W configuration only. System is designed to have a secondary driver with relay to immediately detect AC power loss to power luminaire for a minimum of 90 minutes from the time power is lost. Available with 120-277V, or 'UNV' only.

### Dimming Control Options

**Field Adjustable Wattage Selector (FAWS):** Luminaire equipped with the ability to manually adjust the wattage in the field to reduce total luminaire lumen output and light levels. Comes pre-set to the highest position at the lumen output selected. Use chart below to estimate reduction in lumen output desired. Cannot be used with other control options or motion response.

FAWS Position	Percent of Typical Lumen Output
1	25%
2	50%
3	55%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

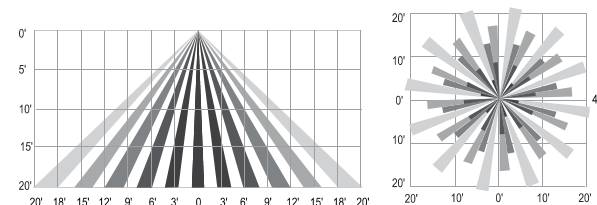
Note: Typical value accuracy +/- 5%

### Motion Response Options

**Bi-Level Infrared Motion Response (BL):** Motion Response module is mounted integral to luminaire factory pre-programmed to 50% dimming when not ordered with other control options. BL is set/operates in the following fashion: The motion sensor is set to a constant 50%. When motion is detected by the PIR sensor, the luminaire returns to full power/light output. Dimming on low is factory set to 50% with 5 minutes default in "full power" prior to dimming back to low. When no motion is detected for 5 minutes, the motion response system reduces the wattage by 50%, to 50% of the normal constant wattage reducing the light level. Other dimming settings can be provided if different dimming levels are required. This can also be done with FSIR-100 Wireless Remote Programming Tool (contact Technical Support for details).

**Infrared Motion Response Lenses (IMRI3):** Infrared Motion Response Integral module is available with sensor lens #3 (IMRI3) is designed for mounting heights up to 20' with a 40' diameter coverage area. See charts for approximate detection patterns:

IMRI3 Luminaire with #3 lens



### Warranty

LPW32 luminaires, the LED arrays, and the drivers are all covered by a 5-year limited warranty. See [www.signify.com/warranties](http://www.signify.com/warranties) for details.



**Resolution No. 2019-107**

**RESOLUTION APPROVING THE DEVELOPMENT SITE PLAN  
FOR I-380 INDUSTRIAL PARK, LOT 11, NORTH LIBERTY,  
IOWA**

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

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

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

Lot 11, I-380 Industrial Park, in accordance with the recorded plat thereof recorded in Book 4601, Page 840, in the records of the Johnson County Recorder's Office, containing 5.01 acres, and subject to easements and restrictions of record;

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of North Liberty, Iowa, does hereby approve the development site plan for I-380 Industrial Park, Lot 11, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 8th day of October, 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

# Library Board Appointment



Application for  
BOARD or COMMISSION  
Appointment

Name: Scott Dean Clemons

Address: 1275 S Jones BLVD

Phone: 319-626-2759 Email: scott\_clemons@southslope.net Gender:  Male  Female

I would like to volunteer to serve on the:

Board of Adjustment

Board of Appeals

Cemetery Board

Citizen Task Force

Library Board of Trustees

Parks & Recreation Commission

Planning & Zoning Commission

Telecommunications Commission

Tree and Storm Water Board

Place of employment and position:

UnityPoint Health, Senior Database Administrator

Are you a citizen 18 years of age or older?  YES  NO

Are you a resident of North Liberty?  YES  NO

Length of residence in North Liberty: 23 years

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

I'd like to apply what I know of information technology and what I've learned about library operations to the ongoing stewardship and vision of the library I care about.

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:

n/a

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

I've been a library volunteer on Wednesday evenings for about 20 years.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

# **Lynch Dallas, P.C. Contract**



## **CONTRACT AGREEMENT**

*Between*

**LYNCH DALLAS, P.C.**

*and the*

**CITY OF NORTH LIBERTY, IOWA ("CITY")**

It is agreed to by the undersigned parties that Lynch Dallas, P.C. shall provide the following services:

### **CONTRACT NEGOTIATIONS**

Conduct all negotiations on behalf of the City and represent the City in all collective bargaining matters with the Public Professional and Maintenance Employees Union.

### **GRIEVANCE CONSULTING**

The firm will be available for consultation on all grievances that the City may receive during the fiscal year. Such service will be provided from the time a potential grievance arises through the final response level of the grievance procedure.

### **HUMAN RESOURCE SERVICES**

The firm will be available to answer any contract personnel questions during the term of this agreement and there will be no additional charge other than the flat fee amount *unless* it requires research time, in which case the City will be billed on an hourly basis at whatever rate Lynch Dallas, P.C. has contracted with the City for other legal matters at the time those services are performed.

### **RENEWAL AND CANCELLATION**

This contract shall automatically renew for the next fiscal year at the same rate as set forth herein unless either party provides written notice of cancellation by March 1.

### **ADDITIONAL SERVICE AND COSTS**

The firm will type and edit all negotiated agreements and provide original copy for printing. Printing of the agreements will be the responsibility of the City.

Lynch Dallas, P.C. will be available at any time to answer any questions related to collective bargaining and the administration of the negotiated bargaining agreement.



The contracted fee for the services listed above in regards to City will be Five Thousand Dollars (\$5000.00) each year a contract is negotiated and \$4000.00 each year a contract is not negotiated (i.e., in the case of a multi-year contract). The contracted fee will be payable in one payment of the entire amount due by June 30 of each year.

However, representing the City at any grievance arbitration, City hearings, terminations, Public Employee Relations Board or other administrative or litigation matters is not included in the fixed fee quoted. The fee will be charged on an hourly basis based on the hourly rate contracted between Lynch Dallas, P.C. and the City at the time the services are performed.

\_\_\_\_\_  
Mayor  
City of North Liberty, Iowa

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lynch Dallas, PC

\_\_\_\_\_  
Date

**Resolution No. 2019-108**

**A RESOLUTION APPROVING THE CONTRACT AGREEMENT  
BETWEEN LYNCH DALLAS, P.C. AND THE CITY OF NORTH  
LIBERTY**

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

**WHEREAS**, the City of North Liberty has been using the services of Lynch Dallas, P.C. on an ongoing basis for contract negotiations, grievance consulting and human resource services;

**WHEREAS**, the City of North Liberty wishes to continue this agreement; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for certain legal services.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached agreement between the City of North Liberty and Lynch Dallas, P.C. is approved.

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

**APPROVED AND ADOPTED** this 8th day of October, 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

# **Penn and Front Street Project**



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

### **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This agreement is made and entered into by and between JEFF D. MOSES and BONITA L. MOSES, owners of the real estate described herein, (hereinafter referred to as “the Property Owner,” which expression shall include their agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as “the City,” which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of One Thousand Dollars (\$1,000.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of improving sight distance and providing ADA compliant curb ramps at the Penn Street and Stewart Street intersection, (the “Project”), under, over, through and across the area described in Exhibit A, which is attached.

Further, the City agrees as part of the consideration noted above that the Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall.

The Property Owner and the City further agree that:

1. The City shall be fully responsible for the costs of designing, and constructing the Project. Once the project is complete and accepted by the City, the Property Owner shall be responsible for maintaining the Project pursuant to the provisions of the North Liberty Municipal Code.
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Administrator.
3. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Administrator.

4. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary easement area to substantially the same condition as existed prior to the commencement of construction operations, except as to permanent changes made as part of the Project.
6. The rights as described above in the temporary construction easement shall cease and terminate following the completion of the construction of the Project upon final acceptance by the City. In no event shall the temporary construction easement extend beyond October 1, 2020, without the authorization of the Property Owner.

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Further, each of the undersigned Property Owners hereby relinquish all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

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

Dated this 19<sup>th</sup> day of September, 2019.

**PROPERTY OWNER:**

**CITY:**

Signed: \_\_\_\_\_

Jeff D. Moses

Signed: \_\_\_\_\_

Terry Donahue, Mayor

Signed: \_\_\_\_\_

Bonita L. Moses

Signed: \_\_\_\_\_

Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 19<sup>th</sup> day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff D. Moses, to me personally known, who, being by me duly sworn, acknowledged the execution of this instrument to be his voluntary act and deed.

\_\_\_\_\_  
 Notary Public in and for said State





STATE OF IOWA, JOHNSON COUNTY: ss

On this 19<sup>th</sup> day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bonita L. Moses, to me personally known, who, being by me duly sworn, acknowledged the execution of this instrument to be her voluntary act and deed.



Stacey Ann House  
Notary Public in and for said State

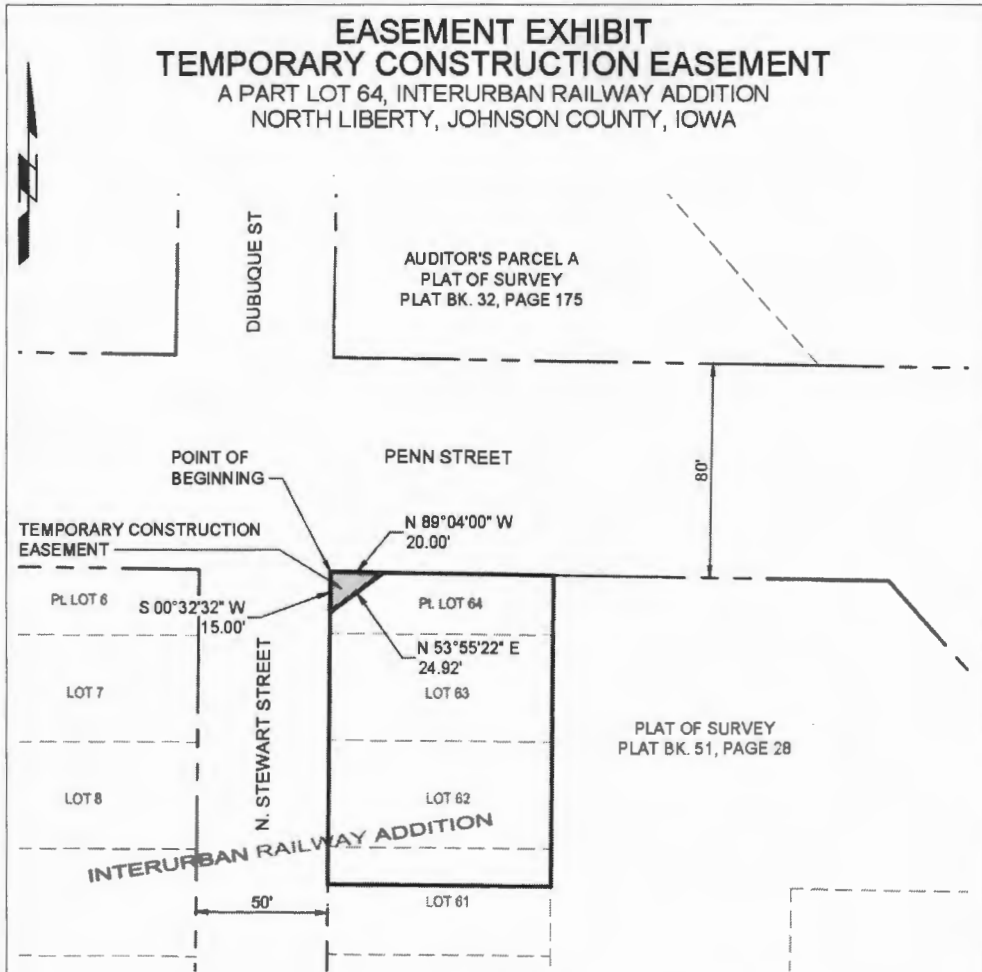
STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Terry Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

EXHIBIT A

**EASEMENT EXHIBIT**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 A PART LOT 64, INTERURBAN RAILWAY ADDITION  
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



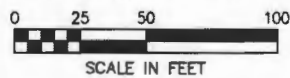
DESCRIPTION

A temporary construction easement on that part of Lot 64, Interurban Railway Addition (Plat recorded in Plat Book 1, Page 107 at the Johnson County Recorder's Office) in the Northeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

- Beginning at the intersection of the easterly right-of-way line of North Stewart Street and the southerly right-of-way line of West Penn Street;
- thence South 0°32'32\"
- thence North 53°55'22\"
- thence North 89°04'00\"

PROPERTY OWNER:  
 JEFF D. MOSES  
 BONITA L. MOSES

EASEMENT REQUESTED BY:  
 THE CITY OF NORTH LIBERTY



**SHIVEHATTERY**  
 ARCHITECTURE + ENGINEERING  
 2103 Eastland Drive | Bloomington, Illinois 61704  
 309.862.8992 | www.shive-hattery.com  
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT 490 N. STEWART STREET NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	8/19/18	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.  
118177-0

SHEET NO.

1 of 1

**Resolution No. 2019-109**

**A RESOLUTION APPROVING THE TEMPORARY  
CONSTRUCTION EASEMENT AGREEMENT BETWEEN JEFF  
D. MOSES AND BONITA L. MOSES AND THE CITY OF NORTH  
LIBERTY**

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

**WHEREAS**, the City of North Liberty is constructing the Penn Street and Front Street Project adjacent to property owned by Jeff D. Moses and Bonita L. Moses;

**WHEREAS**, a temporary construction easement is necessary for the project;

**WHEREAS**, the project has resulted in additional work on their property after the execution of the agreement on January 8, 2019; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the project.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached agreement between the City of North Liberty and Jeff D. Moses and Bonita L. Moses is approved for the Penn Street and Front Street Project, North Liberty, Iowa.

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

**APPROVED AND ADOPTED** this 8th day of October, 2019.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

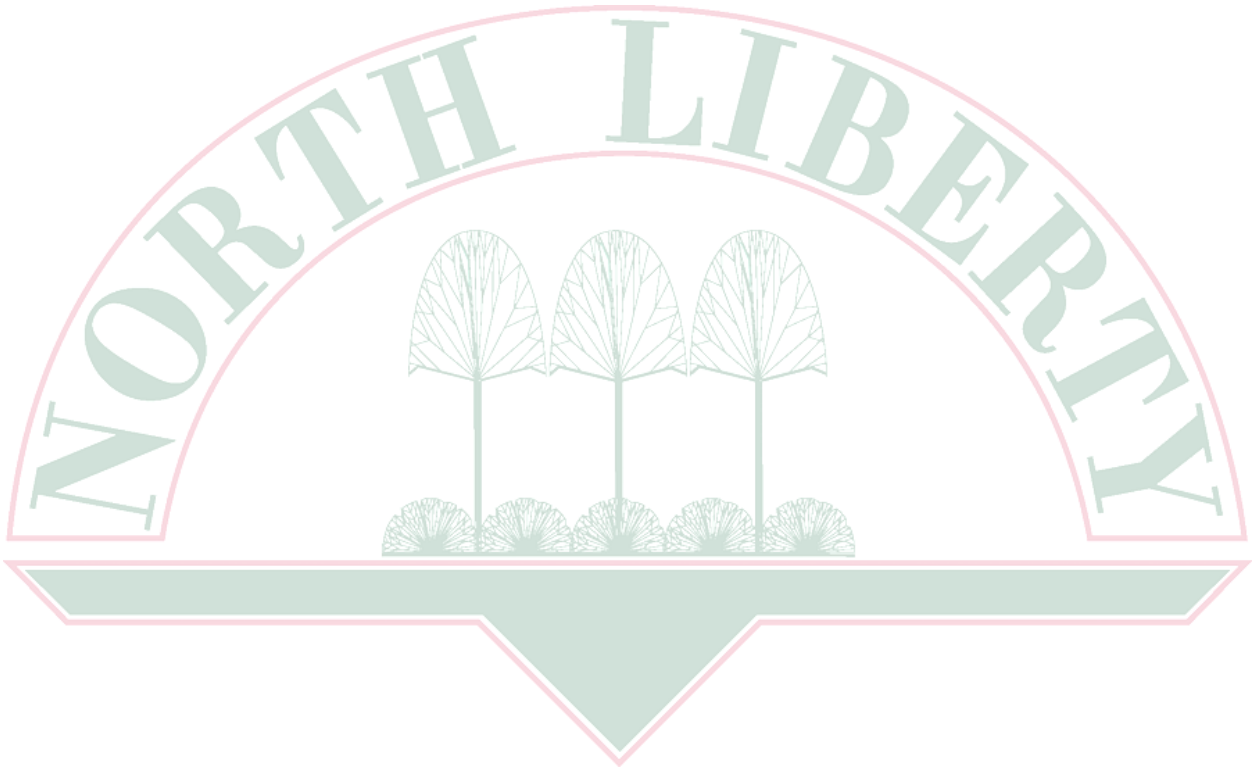
ATTEST:

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

# Rescue Pumper Tanker Sale



## **BILL OF SALE AND SECURITY AGREEMENT**

City of North Liberty, Iowa, ("Seller") in consideration of the promises herein made by Cullom Fire Protection District ("Buyer") hereby sells to Buyer the following (the "Apparatus"):

One (1) 2006 Alexis Spartan Rescue Pumper Tanker, bearing VIN:  
4S7AW2P987C055791.

Said Apparatus includes all electric and hydraulic reels, one (1) thirty-five foot (35') ground ladder, one (1) twelve foot (12') ground ladder, two (2) ten foot (10') hard suction hoses, one (1) Holmatro pump, one (1) Holmatro ram, one (1) Holmatro spreader, and one (1) Holmatro cutter, and all appurtenant head sets and head set system. Said Apparatus specifically does not include radio equipment.

The Apparatus is sold AS IS and with ALL FAULTS.

Buyer promises to pay to Seller at its principal place of business the price of One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00) as follows:

Buyer shall pay Eighteen Thousand Dollars and No Cents (\$18,000.00) to Seller as down payment within thirty (30) days of the execution of this Agreement. Payment of remaining balance in full, One Hundred Sixty-Two Thousand Dollars and No Cents (\$162,000.00), shall be due upon the Delivery Date. The Delivery Date shall occur on the earlier of either: 1) Seller's receipt and acceptance of a suitable replacement for said Apparatus, in Seller's sole and unqualified discretion; or 2) April 1, 2020.

From the date of execution of this Agreement to the Delivery Date, Seller shall maintain or cause to be maintained in full force and effect liability, casualty, and other insurance upon and with respect to the Apparatus against such hazards and in such amounts as are currently so maintained. Absent the prior written consent of Buyer, from the date of execution of this Agreement to the Delivery Date, unless the Agreement is terminated during that period, Seller shall not sell, encumber, or grant any interest in the Apparatus or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act that will diminish or otherwise affect Buyer's interest under this Agreement.

As security for the payment of such purchase price, Buyer grants to Seller a security interest in and to the Property. Upon default hereunder, Seller shall have all of the rights of a secured party under the Uniform Commercial Code of Iowa.

It shall be a default should payment as aforesaid not be made when due. In the event of any such default, or should Seller arrive at the good faith and reasonable conclusion that Seller is insecure, then Seller may declare the entire balance due. All sums of money not paid when due shall bear interest at the rate of ten percent (10%) per annum.



In the event of any default, Buyer shall, upon demand of Seller, deliver the Property to Seller at 25 West Cherry Street, North Liberty, Iowa.

CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

The addresses of the principal place of business of the respective parties are as follows:

City of North Liberty, 3 Quail Creek Circle, North Liberty, Iowa 52317

Cullom Fire Protection District, 107 S Maple St, Cullom, IL 60929

Notwithstanding any other part of this Agreement, this Agreement is contingent upon the approval of the North Liberty City Council, and shall be of no force or effect unless and until ratified by same.

WITNESSETH:

**CULLOM FIRE PROTECTION DISTRICT:**

Signed: [Signature] Sec/Treas. Date: 5-8-19

Signed: [Signature] Date: 5-8-19

**CITY OF NORTH LIBERTY, IOWA:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Terry L. Donahue, Mayor

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Tracey Muicahey, City Clerk

STATE OF ILLINOIS, COUNTY of LIVINGSTON: ss

On this 8th day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Carl Skramseth and Mere Jank, to me personally known, who, being by me duly sworn, did say that they are

the sec of treasurer and trustee, respectively, of Cullom Fire Protection District, a governmental entity in Livingston County, Illinois, and that the instrument was signed on behalf of the district by the authority of its officers, and that Carl J. Krause III and Marie Jenke 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.



[Signature]  
Notary Public in and for the State of Illinois

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

**Resolution No. 2019-110**

**A RESOLUTION APPROVING THE BILL OF SALE AND SECURITY AGREEMENT BETWEEN CULLOM FIRE PROTECTION DISTRICT AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, the City of North is purchasing a new pumper tanker truck;

**WHEREAS**, the Cullom Fire Protection District wishes to purchase the 2006 Alexis Spartan Rescue Tanker that will be replaced with this purchase;

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the sale of the truck.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached agreement between the City of North Liberty and Cullom Fire Protection District is approved.

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

**APPROVED AND ADOPTED** this 8th day of October, 2019.

**CITY OF NORTH LIBERTY:**

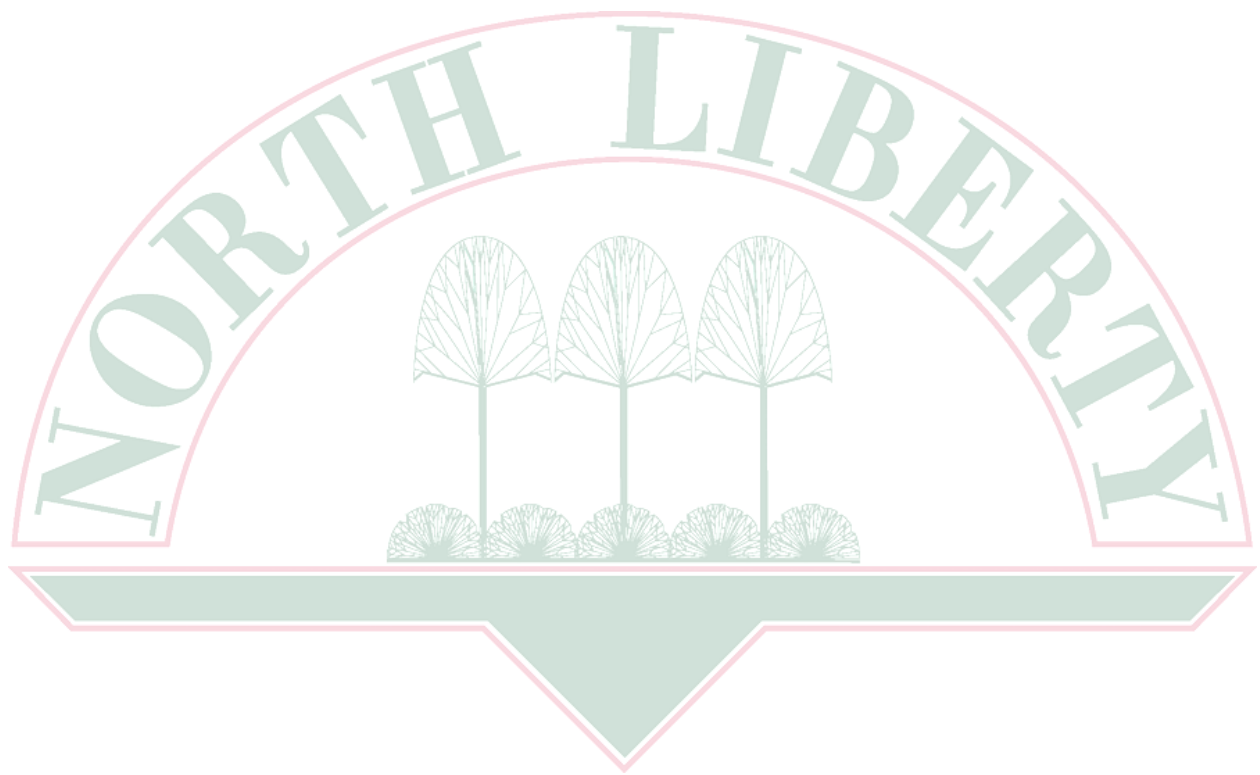
\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

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

# New World Systems





## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of North Liberty, Iowa.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Internal Business Purposes”** means any legitimate activity which may be undertaken by an Iowa Municipal Corporation, with or without prior approval or ratification from its governing body, regardless of whether such approval or ratification has taken place.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who



have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your Internal Business Purposes only, in the scope of the Internal Business Purposes as defined above and disclosed to us as the Effective Date.<sup>[KR1]</sup> You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to one or more alternate hardware system or systems is included in your license, provided there remains only one (1) production system at any given time. You will give us advance written notice of any such transfer(s) and will pay us for any required or requested technical assistance from us associated with such transfer(s).
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered Payment Card Industry Data Security Standard (“PCI DSS”) compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. [KR2][GL3]

## SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;

- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your Internal Business Purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in

accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION G – TERMINATION**

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
  - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
  - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
  - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will



not be entitled to a refund or offset of previously paid license and other fees.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to

provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.**

## **SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services. You may purchase additional products and services at the rates**

set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement

without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. License Rights Terminate Upon Migration. When Tyler makes Tyler Software listed in the Investment Summary (the "Evergreen Modules") licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.
23. Contract Documents. This Agreement includes the following exhibits:



- Exhibit A Investment Summary  
Schedule 1: Migration Modules
- Exhibit B Invoicing and Payment Policy  
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement  
Schedule 1: Support Call Process
- Exhibit D Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of North Liberty

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096

Address for Notices:

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

Attention: Chief Legal Officer

Attention: City Clerk



**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*Tyler sales quotation to be inserted prior to Agreement execution.*

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**Exhibit A**  
**Schedule 1**  
**Migration Modules**

Core Financials  
Central Cash Collections  
Payroll/Personnel  
Utility CIS System  
Utility Handheld Meter-Reading Interface  
Utility CIS System  
Tyler Output Processor Server



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").
- 1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on the first anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. On the first such anniversary, Client shall no longer be required to pay annual support fees for the Migration Modules.

### 2. Professional Services.

- 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.



2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. [KR4] Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee, not to exceed thirty-five dollars (\$35.00) per week of onsite services delivered, depending on the extent of your requests. [KR5] Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first anniversary of the Effective Date of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section. |

[KR6][GL7]



## Exhibit C

### Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
  7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.
  8. Support of Migration Modules. Upon the first anniversary of the Effective Date and Client's timely payment of annual maintenance and support fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



## Issue Handling

### Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

#### *Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**DocOrigin End User License Agreement**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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DocOrigin

SOFTWARE LICENSE

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Last Updated: July 22, 2017





Quoted By: Charles Hallick  
 Quote Expiration: 9/14/2019  
 Quote Name: City of North Liberty - New World ERP  
 Quote Number: 2019-69484  
 Quote Description: City of North Liberty - New World ERP

**Sales Quotation For**

Tracey Mulcahey  
 City of North Liberty  
 5 E Cherry St  
 North Liberty , IA 52317  
 Phone: +1 (319) 626-5700

**Tyler Software and Related Services**

Description	License	Impl Hours	Impl Cost	Module Total	Maintenance
<b>Financials</b>					
Accounting/General Ledger	\$23,200	152	\$24,320	\$47,520	\$4,176
Budgeting/Annual Budgeting					
Accounts Payable					
Revenue Collections					
Bank Reconciliation					
3rd Party Document Interface					
Misc Billing & Receivables					
Dynamic & State Reporting					
Datamart & FM Analytics/Dashboards					
Integrated Credit Card Processing	\$4,000	32	\$5,120	\$9,120	\$720
Project & Grant Accounting	\$4,800	32	\$5,120	\$9,920	\$864
Purchasing	\$10,150	32	\$5,120	\$15,270	\$1,827
eSuite Base (Payments)	\$7,200	24	\$3,840	\$11,040	\$1,296
<b>Payroll/HR</b>					
ExecuTime Time & Attendance - Up to 150 Employees	\$13,420	80	\$12,800	\$26,220	\$2,684
ExecuTime Time & Attendance Mobile Access	\$5,585	0	\$0	\$5,585	\$1,117
Payroll/HR	\$19,050	264	\$42,240	\$61,290	\$3,429
Personnel Management					
Position Control					
Benefits Administration					
Leave Management					
Personnel Action Processing					
Time & Attendance Interface					
Position Budgeting					
Datamart & HR Analytics/Dashboards					
eEmployee	\$4,000	8	\$1,280	\$5,280	\$720
<b>Utilities</b>					
Utility Billing (Water/Sewer Base)	\$13,050	184	\$29,440	\$42,490	\$2,349

IVR Interface - Balance & Payments					
UB / AMR Meter Reader Interface - Batch Mode					
3rd Party Work Order Interface					
Datamart & UM Analytics/Dashboards					
Meter and Device Inventory	\$4,000	16	\$2,560	\$6,560	\$720
Service Order Processing	\$4,000	16	\$2,560	\$6,560	\$720
eUtilities	\$4,800	16	\$2,560	\$7,360	\$864
<b>Tyler</b>					
Tyler Forms Processing	\$7,500	0	\$0	\$7,500	\$1,500
Tyler Content Manager Standard Edition	\$14,000	80	\$12,800	\$26,800	\$2,520
CAFR Statement Builder	\$14,520	32	\$5,120	\$19,640	\$2,614
	<i>Sub-Total:</i>		\$154,880	\$308,155	\$28,120
	<i>Less Discount:</i>		\$24,755		
	<b>TOTAL:</b>	<b>968</b>	<b>\$154,880</b>	<b>\$283,400</b>	<b>\$28,120</b>

**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Planning Services Services	1	\$4,000	\$4,000	\$0
System Assurance	1	\$4,000	\$4,000	\$0
Automatic Meter Read (AMR) - Standard	1	\$0	\$0	\$0
Bank Reconciliation - Standard	1	\$0	\$0	\$0
Journal Import - Standard	1	\$0	\$0	\$0
Utility Lockbox Import - Standard	1	\$0	\$0	\$0
Positive Pay Export - Standard	1	\$0	\$0	\$0
Accounts Payable - History - Conversion	1	\$500	\$500	\$0
Accounts Payable - Vendor Information - Conversion	1	\$1,400	\$1,400	\$0
General Ledger / Budget History (up to 7 Years) - Conversion	1	\$3,200	\$3,200	\$0
Payroll - Payroll History - Conversion	1	\$3,000	\$3,000	\$0
Payroll - Positions - Conversion	1	\$1,000	\$1,000	\$0
Payroll - Employee Information - Conversion	1	\$4,000	\$4,000	\$0
Utility Billing - Utility Information - Conversion	1	\$12,000	\$12,000	\$0
Tyler Forms Library - General Billing	1	\$1,500	\$1,500	\$0
Tyler Forms Library - Payroll	1	\$1,400	\$1,400	\$0
Tyler Forms Library - Utility Billing	1	\$3,500	\$3,500	\$0
Tyler Forms Library - Financial	1	\$1,600	\$1,600	\$0
	<b>TOTAL:</b>		<b>\$41,100</b>	<b>\$0</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$128,520	\$28,120
Total Tyler Services	\$195,980	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$324,500</b>	<b>\$28,120</b>
<b>Contract Total (Excluding Estimated Travel)</b>	<b>\$352,620</b>	
<b>Estimated Travel Expenses</b>	<b>\$64,000</b>	

**Optional Tyler Software and Related Services**

Description	License	Impl Hours	Impl Cost	Module Total	Maintenance
<b>Community Development</b>					
Licensing (Animal, Business, Contractor)	\$4,400	40	\$6,400	\$10,800	\$792
Datamart & CD Analytics/Dashboards	\$0	0	\$0	\$0	\$0
Municipal Inspections	\$4,400	32	\$5,120	\$9,520	\$792
IVR Interface	\$0	0	\$0	\$0	\$0
Parcel Management	\$2,650	56	\$8,960	\$11,610	\$663
Permits	\$3,300	40	\$6,400	\$9,700	\$660
<b>Financials</b>					
Fixed Assets	\$6,150	24	\$3,840	\$12,390	\$1,107
eSupplier	\$4,000	8	\$1,280	\$5,280	\$720
eMisc Billing	\$4,000	8	\$1,280	\$5,280	\$720
Parks and Recreation	\$10,240	64	\$10,240	\$20,480	\$1,843
Work Orders	\$7,150	24	\$3,840	\$10,990	\$1,287
<b>Payroll/HR</b>					
eBenefits Admin	\$4,000	8	\$1,280	\$5,280	\$720
	<i>Sub Total:</i>		<i>\$50,290</i>	<i>\$48,640</i>	<i>\$101,330</i>
	<b>TOTAL:</b>	<b>304</b>	<b>\$48,640</b>	<b>\$101,330</b>	<b>\$9,304</b>

**Optional Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Fixed Assets - Conversion	1	\$2,400	\$2,400	\$0
Tyler Forms Library - Permits	1	\$2,000	\$2,000	\$0
Tyler Forms Library - Business License	1	\$1,200	\$1,200	\$0
	<b>TOTAL:</b>		<b>\$5,600</b>	<b>\$0</b>

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
  - Fees for hardware are invoiced upon delivery;
  - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
  - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
  - Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Expenses associated with onsite services are invoiced as incurred.
- The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.
- Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.
- Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.



## Comments

- In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.
- With our 2018.1 Release Tyler requires the use of Tyler Identity and at least a 2048 bit RSA SSL Security Certificate for all New World ERP applications if hosted by the Client. This certificate is required to encrypt sensitive information as it travels across the network. There are various vendors who sell SSL Certificates, with all ranges of prices.
- Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.
- Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.
- Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Travel and expenses are not included under Total Services as they are billed at actual cost. A separate line item shows Tyler's estimate for travel and living expenses for the scope of this project. That estimate is based upon \$2,000 per trip, which may include airfare, hotel, per diem, car rental, and gas. All travel and living expenses will be billed on a weekly basis, but only as incurred.
- Programming for check reconciliation import assumes one bank format. Multiple bank formats are extra. Includes digitizing two signatures, additional charges will apply for additional signatures.
- In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.
- Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard New World ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.
- General Billing Library includes 1 MB Statement, 1 Receipt, 1 Refund Check.
- Payroll Library includes: 1 Payroll Check, 1 EFT, 1 1099R, 1 W2, and 1 1095C.
- Utility Billing Library includes 1 Utility Bill, 1 Aggregate Bill, 1 Delinquent Notice, 1 Service Order.
- Business License Library includes 1 Business License, 1 License Renewal, and 1 Delinquent Form.

## Comments

- Financials Library includes 1 AP Check, 1 EFT, 1 Purchase Order, 1 Requisition, 1 Inventory Issue, 1 Request for Payment, 1099-MISC, 1099-R, 1099-G, 1099-INT, 1099-S.
- Programming for positive pay export assumes one bank format. Multiple bank formats are extra. Includes digitizing two signatures, additional charges will apply for additional signatures.

**Resolution No. 2019-111**

**A RESOLUTION APPROVING THE LICENSES AND SERVICES AGREEMENT BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, the City of North is seeking the purchase of new financial software;

**WHEREAS**, City staff sought proposals and conducted demonstrations with numerous financial software companies;

**WHEREAS**, City staff is recommending acceptance and implementation of the Tyler Technologies product, New World Systems;

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the purchase, installation and implementation of the package.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached agreement between the City of North Liberty and Tyler Technologies, Inc. is approved.

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

**APPROVED AND ADOPTED** this 8th day of October, 2019.

**CITY OF NORTH LIBERTY:**

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TERRY L. DONAHUE, MAYOR

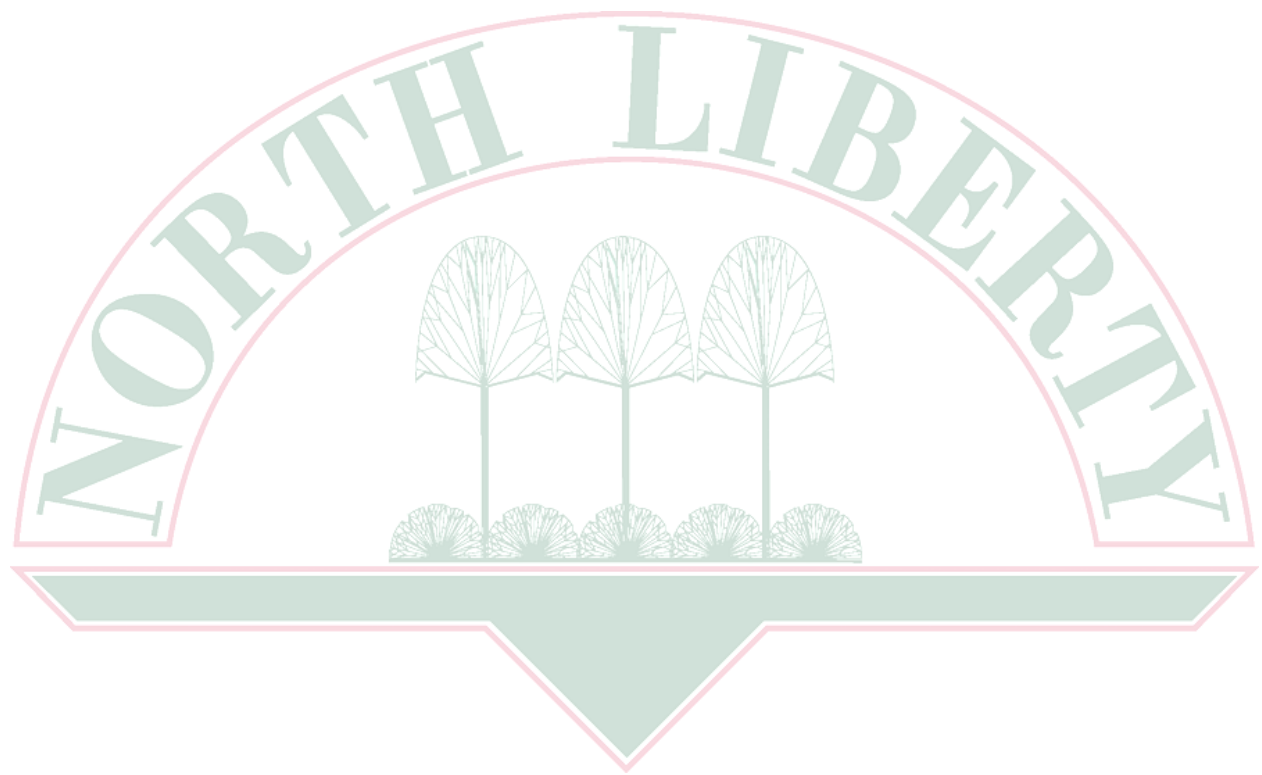
ATTEST:

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

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TRACEY MULCAHEY, CITY CLERK

# Transportation Contract







October 3, 2019

Mayor and City Council  
City of North Liberty  
3 Quail Creek Circle  
North Liberty, Iowa 52317

Re: Yellow Cab Transportation Contract

Dear Mayor and City Council Members:

Thank you for sharing your comments about the proposed transportation agreement contract between North Liberty and Yellow Cab during the City Council meeting on September 24. One of my primary goals is to make sure that the City's interests are appropriately protected at all times, and so I especially appreciate your feedback whenever available. I want to be sure to provide a thorough response to your comments and concerns, and I will attempt to address them here. If you have any additional concerns, please don't hesitate to let me know. My direct line is 319-626-5767, and you can always reach me by email at [glientz@northlibertyiowa.org](mailto:glientz@northlibertyiowa.org). I am also happy to meet in person whenever our schedules permit.

Before proceeding further, I want to clarify something said during the meeting. I stated that Erek Sittig drafted the bones of the agreement, and that it was later "tweaked" by me. While that is true, I am responsible for ensuring that everything I'm asked to review meets appropriate legal standards. During the meeting several concerns were raised about the language in the proposed agreement. Upon my review of the document following the meeting, I agree that some changes are warranted, and I regret that the draft presented was not perfect.

The concerns that were raised are that the agreement is vague concerning program eligibility, that it contains insufficient confidentiality protection for private health information, that the insurance and indemnification provisions pose serious liability concerns for the city, and that the exhibits are confusing. The application being ADA-compliant was also raised as an important issue. Each of these are addressed in turn below.

### *Eligibility*

It was noted in the meeting that the agreement does not provide details on eligibility for program participants. That is intentional, as Yellow Cab only needs to verify that the passenger has a City-issued identification card. Eligibility is determined by the City. The criteria set forth by the transit committee for program eligibility are encapsulated in the application form. Eligible persons include:

1. Residents who do not possess an automobile or who cannot drive;
2. Verifiably low-income residents age 18 years or older; and
3. Residents requiring temporary transport service for medical reasons.

Other than having to meet one or more of these broad criteria to obtain an identification card, the participant only needs to adhere to program restrictions concerning eligible destinations and number of rides given. One may certainly argue that these criteria are over- or underinclusive, but they can be modified by the City at any time, so long as the City does not unconstitutionally discriminate between potential benefit recipients in doing so.

### *Health Information Privacy*

A council member expressed concern that the definition of confidential information in the agreement does not require Yellow Cab to maintain confidentiality of private health information offered to them by program participants. That is a true statement, and I have amended the language so that Yellow Cab will keep any participant information confidential. Further, the City is empowered to keep its list of program participants confidential under Iowa Code § 22.7(18), which allows the identity of persons applying for certain kinds of public benefits to be exempt from public disclosure. The program had already contemplated keeping the identity of program participants confidential from the City's perspective.

That being said, while I agree that it is appropriate to require that Yellow Cab keep any participant information confidential, I want to clarify that the proposed program does not and has never provided for the exchange or disclosure of any health information by the City or its program participants to Yellow Cab, or to any other party. To receive service, the participant needs only call Yellow cab asking for a program-sponsored ride to a specific location, show his or her identification card to the driver upon pick-up, and pay one dollar. As discussed above, eligibility is determined solely by the City through the issuance of identification cards, and so no membership list is ever provided to Yellow Cab by the City, nor is any member's basis for eligibility. Yellow Cab instead simply sends the City a list of riders and the origins and destinations of individuals using the service in the form of a spreadsheet that it compiles. The City can then examine the spreadsheet to ascertain whether the program, and each card, is being used properly.

Despite the fact that no health information is ever shared by the City or by its participants, it is still plausible that a third party, like another passenger, could deduce that a program participant

satisfies at least one of the criteria for eligibility, including a temporary need for transportation for medical purposes. I do not believe, however, that the possibility of such an event warrants any further action toward confidentiality beyond asking Yellow Cab to keep participant information confidential. The requirement of showing of an identification card is, to my mind, no more a violation of the participant's privacy than it is of a low-income individual paying for his or her groceries with an EBT card, or a disabled person parking in a privileged parking space by displaying a disabled driver placard or license plate.

#### *Primary Liability Coverage*

It was noted during the meeting that the agreement provides for Yellow Cab's insurance to serve as the primary policy, but that the following sentence directly contradicts that same provision, by stating that "Yellow Cab's coverage will be excess to all valid and collectible insurance coverage available to the City." Upon review, I fully agree with that concern. As was mentioned in the meeting, this specific language was actually vetted and approved by our own insurance carrier before being included in the agreement, and they have expressed regret for the oversight. I have removed the offending sentence in the proposed draft.

#### *Aggregate Liability Coverage*

One member also expressed concern about there being no aggregate coverage listed in Paragraph 10(c) for commercial auto insurance, as is listed for commercial general liability insurance in Paragraph 10(b). This language was informed by Yellow Cab's policy with Coverra as agents for Integrity, and a copy of their insurance certificate and endorsements is attached here for reference. The distinction between coverage per occurrence and coverage in the aggregate, according to my understanding, is the difference in the limits that the insurer will pay *per accident* during the policy term, versus the total amount the insurer will pay *for multiple claims* during the policy term. For the latter, claims exceeding any proposed aggregate limit are simply treated as being uninsured. Accordingly, the absence of an aggregate limit is a benefit to the insured party, because it means that there is no set dollar amount after which there is no coverage.

I confirmed independently, and then separately with both our insurance carrier and Yellow Cab's insurance carrier, that there is no aggregate limit needed for commercial auto liability coverage – the million-dollar coverage in place for commercial auto liability is calculated per accident. If there were multiple high-dollar insurance claims made during a single policy term, the insurer would very likely send out a notice of increased premiums, or even a notice of nonrenewal at the end of the policy term, but there is no basis for the insurer to withhold payment on the grounds of reaching a dollar amount once at-fault liability is established, other than the per-accident limit of one million dollars. In any event, we would receive 30 days' notice prior to the cancelation or reduction of Yellow Cab's policy. Similarly, if our own insurance was involved in a high payout situation, however unlikely that might be, we could simply terminate the program on 30 days' written notice to avoid multiple incidents.

It may be helpful as background to note that the agreement purports to engage Yellow Cab as an independent contractor of the City. Cities, like private entities, are not liable for the negligence of their independent contractors, unless they maintain substantial control over the contractor's work, in which case the City has a duty to use reasonable care in exercising that control. Ironically, by requiring that Yellow Cab carry a specific amount and kind of insurance, the City becomes liable for making sure that that amount and kind of insurance is reasonable under the circumstances.<sup>1</sup> State law requires that cab companies carry commercial auto liability insurance with limits of one million dollars, and cities are actually forbidden from requiring a different amount by ordinance. Our own carrier does not object to the proposed limits. I am therefore confident that that figure would be considered reasonable.

### *Indemnification*

Concerns were also raised about the indemnification provisions in the agreement. The agreement provides that each party will: 1) indemnify, 2) defend, and 3) hold the other harmless for and against a slew of possible events. That language translates, roughly, to: 1) paying for certain of the other's losses, 2) paying for the other's legal defense, and 3) agreeing that the other is not liable for those certain claims, thus preventing suit against the party which is held harmless for those claims.

As a simple example, if Yellow Cab's employees engage in misconduct or negligence, and a third party is injured, Yellow Cab will ensure the City isn't held liable for their employee's misconduct. They will pay for an attorney to defend the City against that claim, and they'll be responsible for paying whatever amount of judgment is rendered against the City in the event that the defense is not successful. They will also pay any settlement amount which might be agreed upon, but not without the City's written consent. The same would be true in reverse.

The indemnification clause is entirely separate from an insurance agreement, but it is possible to ensure that each party's indemnification and defense obligations are backed by their respective insurance policies. In other words, even if the obligations to indemnify, defend, and hold harmless were not backed by insurance, they would still exist because of the agreement. The indemnifying party would simply have to pay out of pocket, rather than through an insurer. I have verified that Yellow Cab's insurance carrier does provide coverage for defense and indemnification in the event that they are required to defend or indemnify the City under the agreement for most claims relating to bodily injury and property damage, and the City and its employees and officers are listed as additional insureds. That is not to say that they might not disagree about whether their liability provisions have been activated should such an event ever occur, but if it is established that they are, then coverage does exist.

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<sup>1</sup> The City may retain a broad general power of supervision and control as to the results of the program so as to ensure satisfactory performance, including the right to inspect, the right to stop service, the right to make suggestions or recommendations as to details of the service, the right to prescribe alterations or deviations in the service, without changing the relationship from employer-independent contractor to one of agency, which *would* impose liability.



A separate concern was raised during the meeting that under the agreement the indemnifying party has the *exclusive* right to defend such a claim. That means that, in the above example, Yellow Cab would get to choose which attorneys they hire. That kind of language (“exclusive” or “sole” discretion for the indemnifying party) appears in a number of standard indemnification provisions of which I am aware, and otherwise makes sense, because the indemnifying and defending party is the one footing the bill for both the attorneys and the ultimate judgment or settlement. The agreement proposes that we can’t require that Yellow Cab hire a certain attorney to defend us, and they can’t require the same of us in return. I disagree with the proposition that this exclusivity clause directly exposes the City to any significant liability, both because of the above, and because the agreement goes on to provide for the indemnified party to participate in its own defense if it so chooses, at its own expense.

*Exhibits*

Some portions of the accompanying exhibits were confusing. The original draft of the agreement contained a map depicting the available service area for program participants which was listed as Exhibit 1. In the review process, the map was removed in favor of a set list of possible destinations which were described in what was then Exhibit 2, and renumbered as Exhibit 1. Exhibit 3 was to be the sample spreadsheet compiled by Yellow Cab containing information for payment by the City, but was not included in the packet provided to Council, though there was a placeholder for it in the agreement. The references to the spreadsheet were not renumbered prior to packet publication. The draft agreement has been updated to reflect those changes.

*ADA Accessibility*

One Council member suggested that the online application form should be ADA-compliant. I understand that the form itself is likely compatible with ADA requirements, such that it can be read aloud by reading software for the visually impaired. Any pictures need to have alternate text enabled, and the site should be compatible with zooming in and out. To the best of my knowledge, our website also complies with all of these criteria.

*Conclusion*

I hope that this memorandum and the modified agreement satisfy Council’s concerns. If there are further concerns which have not been addressed here to your satisfaction, please don’t hesitate to let me know.

Sincerely,



Grant D. Lientz, City Attorney

Enclosures

## **AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICES**

This Agreement for On-Demand Transportation Services (“Agreement”) dated as of \_\_\_\_\_, (“Effective Date”) by and between DS Enterprises, L.C., an Iowa limited liability company, d/b/a Yellow Cab of Iowa City, (“Yellow Cab”) located at 2930 Industrial Park Rd., Ste. A, Iowa City, IA 52240, and the City of North Liberty, Iowa, (“the City”) an Iowa municipal corporation, located at 3 Quail Creek Cir., North Liberty, IA 52317.

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Background. Yellow Cab operates on-demand taxicab services based in Johnson County, Iowa. The taxicab services are provided by drivers who are properly licensed and who are vetted by Yellow Cab and by the City of Iowa City using vehicles owned by Yellow Cab. The City desires to contract with Yellow Cab for the purpose of providing subsidized on-demand transportation services to target populations within the City in accordance with the terms of this Agreement and as specified in Exhibit 1.

2. Services. The parties agree to perform the services as set forth on Exhibit 1 attached hereto and incorporated herein, during the term set forth on Exhibit 1 (“the Term”). Except as expressly agreed to in Section 3 (and Exhibit 1) of this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

### **3. Operations, Fees and Payment.**

3.1 Fees. Fees to be paid by the City to Yellow Cab in connection with this Agreement shall be as set forth on Exhibit 1 (“Fees”). Fees due are payable in accordance with the payment schedule set forth in Exhibit 1.

3.2 Operational Parameters. Operational procedures for Program participants and the Parties are set forth in Exhibit 1.

### **4. Proprietary Rights.**

4.1 License to Use Yellow Cab Marks. Yellow Cab hereby grants to the City a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks, and logos associated with Yellow Cab (collectively, “Yellow Cab Marks”) during the Term, solely in furtherance of the City's obligations under this Agreement. The City's use of any Yellow Cab Marks shall be subject to Yellow Cab’s prior written approval in each instance. Yellow Cab warrants and represents that it has, or has obtained from all appropriate rights holders, all necessary rights and authority to grant the license granted by it hereunder. The City hereby covenants and agrees that the Yellow Cab Marks shall remain the sole and exclusive property of Yellow Cab, and that the City shall not hold itself out as having any ownership rights

with respect thereto. Any and all goodwill associated with Yellow Cab Marks shall inure directly to the benefit of Yellow Cab. The City's use of Yellow Cab Marks must conform to Yellow Cab's usage guidelines and instructions as Yellow Cab may provide or update from time to time, and in no event shall the City alter or change the color, style, appearance, or relative dimensions of Yellow Cab Marks in any way.

4.2 License to Use the City's Marks. The City hereby grants to Yellow Cab a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks, and logos associated with the City (collectively, "the City's Marks") during the Term, solely in furtherance of Yellow Cab's obligations in this Agreement. Yellow Cab's use of any of the City's Marks shall be subject to the City's prior written approval in each instance. The City warrants and represents that it has, or has obtained from all appropriate rights holders, all necessary rights and authority to grant the license granted by it hereunder. Yellow Cab hereby covenants and agrees that the City's Marks shall remain the sole and exclusive property of the City, and that Yellow Cab shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the City's Marks shall inure directly to the benefit of the City. Yellow Cab's use of the City's Marks must conform to the City's usage guidelines and instructions as the City may provide or update from time to time, and in no event shall Yellow Cab alter or change the color, style, appearance, or relative dimensions of the City's Marks in any way.

## 5. Confidential Information.

5.1 Either party ("the Disclosing Party") may disclose or make available to the other party (the "Receiving Party"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional, or technical information, as well as information which might identify or be used to identify program participants, the specific services requested by or rendered to such participants, and the facts and circumstances surrounding the provision or denial of such services, in connection with this Agreement (collectively, "Confidential Information"). For purposes hereof, Confidential Information is that information marked by the Disclosing Party as "Confidential" or "Proprietary", but regardless of such markings, Confidential Information will not include information: (a) that was previously known to Receiving Party without an obligation of confidentiality; (b) that was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) that is or becomes publicly available through no fault of Receiving Party; (d) that Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; (e) that is a public record as defined by Chapter 22 of the Code of Iowa or its successor ("Iowa Open Records Law"), and which does not fall within any exemption from disclosure; or (f) that is independently developed without use of the other party's Confidential Information.

5.2 Requirements. Except as otherwise required by applicable law, including the Iowa Open Records Law, each Receiving Party agrees that: (a) it will use the Confidential Information of the

Disclosing Party solely for the purposes of this Agreement; and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis for limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena, or other validly issued administrative or judicial process demanding the Confidential Information, or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of such request prior to disclosure to allow the Disclosing Party to exert efforts to limit disclosure pursuant to any available bases under applicable law. Unless otherwise required by law, if the Receiving Party determines that it must disclose such information, the Receiving Party will provide to the Disclosing Party a minimum of fifteen (15) calendar days' notice prior to the proposed disclosure, to allow the Disclosing Party to assert any defenses to disclosure that may be available. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law or if returning such copies is not commercially infeasible for Receiving Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

5.3 Iowa Open Records Law. Yellow Cab acknowledges that the City is a government entity subject to the Iowa Open Records Law found at Chapter 22 of the Code of Iowa. In the event that the City receives any demand or request under the Iowa Open Records Law or other public records law for any marked Confidential Information, whether or not received in connection with this agreement or in connection with any other services performed by Yellow Cab, the City will immediately notify Yellow Cab of such request in writing. Unless ordered by a court of competent jurisdiction, the City will not make an Iowa Open Records Law disclosure of such information before fifteen (15) calendar days have elapsed from the date that the City notifies Yellow Cab of the Iowa Open Records Law request, in order to allow Yellow Cab to seek a court order to prevent or limit disclosure. Yellow Cab will bear responsibility for all legal costs associated with Yellow Cab seeking a court order to prevent any such disclosure.

6. No Publicity. Except as may be expressly set forth in Exhibit 1, neither party may issue a press release, post information on line (including web sites, social media channels or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

#### 7. Representations and Warranties; Disclaimer.

7.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly



existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media, and other materials used or provided as part of the Services shall not infringe or otherwise violate the intellectual property rights, rights of publicity, or other proprietary rights of any third party.

7.2 Both Parties acknowledge and agree that Yellow Cab will perform transportation services for the general public under this Agreement, and this Agreement therefore shall be subject to 49 C.F.R. § 37.23. Yellow Cab will be responsible for complying with and will train its drivers to comply with all applicable requirements of the Americans with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act of 1996. Yellow Cab specifically acknowledges that the exemptions afforded to private entities providing taxi service under 49 C.F.R. § 37.29 do not apply to the services contemplated under this Agreement. Accordingly, Yellow Cab warrants that no on-demand transportation services will be provided by Yellow Cab under this Agreement on terms or in scope (such as coverage area, wait times, or hours of operation) which exceed the terms or scope under which the City may otherwise provide ADA-compliant accessible on-demand transportation, as through paratransit or other equivalent services. The City agrees to keep Yellow Cab timely informed of the scope and terms of such other on-demand transportation services as may be relevant to this section, so as to facilitate compliance.

## 8. Indemnification.

8.1 Indemnification by the City. The City agrees to defend, indemnify, and hold harmless Yellow Cab and its directors, officers, employees, subcontractors, and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments, and other expenses arising out of or related to (i) the City's breach of this Agreement; (ii) the City's violation of the representations and warranties in Section 7; (iii) any allegation that Yellow Cab's use of the City's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark, or other proprietary or intellectual property rights of such third party; (iv) allegations of negligence or misconduct of the City and its employees or agents; and (v) the City's violation of applicable law.

8.2 Indemnification by Yellow Cab. Yellow Cab agrees to defend, indemnify, and hold harmless the City and its directors, officers, employees, subcontractors, and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments, and other expenses arising out of or related to (i) Yellow Cab's breach of this Agreement; (ii) Yellow Cab's violation of the representations and warranties in Section 7; (iii) any allegation that the City's use of Yellow Cab's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark, or other proprietary or intellectual

property rights of such third party; (iv) allegations of negligence or misconduct of Yellow Cab and its employees or agents; and (v) Yellow Cab's violation of applicable law.

8.3 Indemnification Procedure. A party's obligation to indemnify the other under this Section is subject to the indemnified party notifying the indemnifying party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying party reasonable cooperation in the defense and settlement thereof. In each case the indemnifying party will have the exclusive right to defend any such claim, and the indemnifying party may not settle or compromise such claim without the prior written consent of the indemnified party. An indemnified party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

#### 9. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, FOR DAMAGES FOR LOSS OF BUSINESS, FOR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10. Insurance. During the term of this Agreement, Yellow Cab shall maintain in force during the term, at Yellow Cab's own expense, at least the following insurance coverages, placed with insurers authorized to do business in the State of Iowa and that have an A.M. Best's Rating of no less than A-:

a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.

b. Commercial General Liability Insurance with coverages including, but not limited to: bodily injury and death; assault; personal injury; property damage liability; product and completed operations; personal and advertising injury; and contractual liability coverage with minimum limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.

c. Commercial Auto Liability Insurance providing coverage for bodily injury and property damage with limits of \$1,000,000 per occurrence.

All insurance policies, with the exception of Workers' Compensation insurance, shall name the City, its officers, elected officials, employees, agents, and volunteers as additional insured(s) via

blanket endorsement for the liability policies noted above, and Yellow Cab shall provide to the City a copy of all Additional Insured endorsements. All policies maintained shall be written as primary policies, not contributing with coverage the City may carry, and will contain a waiver of any subrogation claims against the City and its insurance carrier(s) with respect to all obligations assumed by Yellow Cab under this agreement. The insurance policies listed herein shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the City. In no event shall the limits of any policy be considered as limiting the liability of a party under the Agreement. The fact that Yellow Cab has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Yellow Cab's other obligations or liabilities set forth in this Agreement.

## 11. Termination.

11.1 Termination Events. This Agreement may be terminated by either party, by thirty (30) days' written notice to the other party. Either party may terminate the Agreement immediately by written notice to the other party upon: (i) the other party becoming insolvent; (ii) the other party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other party or for a substantial part of the other party's property; or (v) the other party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

11.2 Survival. Any outstanding payment obligations and Sections 3, 5, 7, 8, 9, 10, (for the period specified) 11.2, and 12 shall survive the expiration or termination of this Agreement.

## 12. General.

12.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa without regard to its conflict of laws provisions. The Iowa District Court for Johnson County shall be the venue for any legal action.

12.2 Dispute Resolution. At all times during the course of any unresolved dispute between the parties, the parties shall continue to supervise, direct, and perform their obligations hereunder in a diligent and professional manner and without delay as provided under the terms of this agreement.

12.3 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail provided that such notice is contemporaneously provided in written hard copy to the receiving party's legal department. Additionally, the parties may agree in Exhibit 1 for the provision of certain notices by email to the recipients indicated in Exhibit 1.

12.4 Waiver Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

12.5 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

12.6 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

12.7 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement (a) to an affiliate of such party; or (b) in connection with the sale of all or substantially all of such party's equity, business, or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

12.8 Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. Drivers have no contractual relationship with the City, and the City has no responsibility for the acts or omissions of Drivers.

12.9 Entire Agreement; Amendment. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.



DS ENTERPRISES, L.C. D/B/A  
YELLOW CAB OF IOWA CITY

CITY OF NORTH LIBERTY, IOWA

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

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

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

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

## EXHIBIT 1 – SCOPE OF ACTIVITIES

### 1. Overview.

The activities described herein shall take place within the corporate boundaries of the City of North Liberty and between points within the corporate boundaries of the City of North Liberty and specific points in neighboring cities, as described in this Exhibit.

### 2. Term.

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue for one (1) year.

### 3. Initial Evaluation Period.

The first three (3) calendar months of this Agreement shall be considered an Initial Evaluation Period. Within fifteen (15) days of the end of the Initial Evaluation Period, Yellow Cab will propose to the City any changes to the rates set out in this Agreement Yellow Cab deems necessary to continue the Activities. The City will evaluate the Initial Evaluation Period and will determine whether the Activities should continue under the rates as set in this Agreement or as proposed by Yellow Cab under this Section, or this Agreement should be terminated. Unless the parties otherwise agree, the Activities shall continue as provided for in this Agreement during the evaluation of the program. If the City does not notify Yellow Cab of its decision to continue the Activities within thirty (30) days after the end of the Initial Evaluation Period, either party may terminate this Agreement by giving to the other party notice, in writing, of termination at least fifteen (15) days before such termination will be effective.

### 4. Subsequent Evaluation.

The City will continue to evaluate the Program from time to time to ensure it remains in the public interest, and may terminate the Program by giving Yellow Cab thirty (30) days' written notice.

### 5. Program Description and General Obligations.

Yellow Cab will provide subsidized, on-demand public transportation services for certain citizens of the City within the City and to certain points outside of the corporate boundaries of the City. The City will be solely responsible for identifying and credentialing those citizens eligible for services under this Agreement.

## 6. Operation.

The City will issue a photo identification card to any individual who applies to participate in and is qualified for the Program. The City will provide to Yellow Cab sample identification cards so Yellow Cab can train its driver to determine whether a card provided by a rider is legitimate.

Yellow Cab will provide to the City preferred contact information for participants of the Program to use to schedule a ride. The City will provide to participants the contact information provided by Yellow Cab and written directions for scheduling a ride. The City will inform participants that they should provide to Yellow Cab as much advanced notice of the need for a ride as possible, best practice being no less than thirty (30) minutes in advance, to ensure prompt service. The City will notify participants that the Program is not to be used for medical emergencies. Barring circumstances beyond Yellow Cab's control, Yellow Cab will guarantee the maximum wait time for any ride will be forty (40) minutes.

Participants will be encouraged to plan their use of the Program to limit the number of trips necessary and to allow enough time when scheduling to make all appointments. Participants will be encouraged to be timely for any scheduled rides and to schedule return rides in advance, if they know the length of their appointment. Yellow Cab will not wait for more than five (5) minutes for a rider at any pick up or drop off location.

Participants will be directed to inform the Yellow Cab dispatcher when scheduling their ride that the ride is being requested under the Program, so as to ensure that an appropriately accessible vehicle responds to the call for service, and to state their intended destination, to ensure that the stated destination is eligible for Program benefits. Upon arrival at the point of origin, the driver will review the participant's City-issued identification card. If presented with a valid identification card at the point of origin, the driver shall deliver the Participant to the stated Program-eligible destination, and collect a fare of One Dollar (\$1.00) (the "Program Fare") from the Participant upon arrival. The Program Fare is included as part of the total compensation for Yellow Cab, and each such Program Fare is credited towards and deducted from the City's reimbursement obligations under the Program as set forth in Paragraph 5 of this Exhibit 1. If the driver has legitimate concerns about whether the person using the identification card is the person to whom it was issued, the driver may ask for additional identification to verify the person's identity. If the driver can conclusively determine that the identification card the individual provides is not legitimate, the driver will retain the card and refuse to provide the ride at the City's cost. Yellow Cab will notify the City of any illegitimate or suspicious identification cards so the City may investigate each instance.

As the City has not adopted its own requirements for taxicabs, unless otherwise stated in this Agreement, Yellow Cab will perform all of its duties and obligations under this Agreement in conformance with Title 5, Chapter 2, or its successor, of the City Code of the City of Iowa City.

## 7. Eligible Rides.

The City will determine who is eligible to participate in the Program. The program participant's legal dependents, as identified on the Program Identification card, or one other individual may accompany an eligible program participant. If the eligible program participant is traveling with a personal care attendant, as such term is contemplated by 49 C.F.R. § 37.123(f)(1), then transportation services may be provided to one other individual in addition to the attendant who is accompanying the eligible program participant. A family member or friend is regarded as a person accompanying the eligible program participant, and not as a personal care attendant, unless the family member or friend is acting in the capacity of a personal care attendant. In order to be considered accompanying the eligible program participant, the other individual(s) shall have the same origin and destination as the eligible program participant.

Yellow Cab shall make trips Monday – Friday between the hours of 7:00a.m. and 7:00p.m. consistent with Program parameters as described below.

Eligible rides are as follows:

- A. Trips to and from the North Liberty Community Pantry.
- B. Trips to and from Fareway (615 Westwood Drive, North Liberty, IA & Hy-Vee (3285 Crosspark Road, Coralville, IA).
- C. Trips to and from medical appointments within the corporate boundaries of North Liberty, Coralville, Iowa City and Tiffin.
- D. Trips to and from banks and credit unions within the corporate boundaries of North Liberty.
- E. Trips to and from pharmacies or suppliers of durable medical equipment within the corporate boundaries of North Liberty, Coralville, Iowa City and Tiffin.
- F. Trips to and from the North Liberty Community Center and local government offices.
- G. Intermediate pick-up to connect with other third-party medical transports from the Community Center or other locations that transport individuals to the University of Iowa Hospitals and Clinics, Mercy Hospital in Iowa City, or the Iowa City VA Health Care System.
- H. Connections to other fixed-route bus services within the corporate boundaries of North Liberty, Coralville, Iowa City and Tiffin
- I. Trips to and from the Johnson County Human Services and Administration buildings.
- J. Trips to and from the North Liberty residence of the Program Participant as set forth on the Program Identification Card and one of the above-listed locations.

Yellow Cab will provide a single ride to a participant to and from another similar location, but will contact the City to determine whether future rides to that location should be provided.

Except for multiple medical appointments at different times of a single day, the City will not pay for a participant to take multiple trips from their point of origin to the same or a similar destination more than once per calendar day. For instance, the City will not pay for more than one trip from a



participant's home to a grocery store or allow an eligible rider to use the service as a commuter service to and from work.

#### 8. Fees; Payment.

The City will pay to Yellow Cab for each eligible ride \$2.75 plus \$0.25 for every 1/12 of a mile driven, plus \$0.75 per minute of wait time. Program Fares collected from Participants shall go towards and be deducted from the total amount of the City's payment obligation to Yellow Cab under this Program Agreement. Yellow Cab will not charge additional fees for additional passengers, for travel to different zones, for travel during peak times, or based on vehicle size.

Each month during the Term, Yellow Cab will invoice the City for the full dollar amount for all charges associated with eligible rides for the preceding month. Payment is due within thirty (30) days of invoice date. All late payments shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by applicable law.

#### 9. Reporting.

Each month, with its monthly invoice, Yellow Cab will provide to the City a spreadsheet, a sample of which is attached as Exhibit 2, complete with ridership data for the previous month. The City will not have an obligation to pay any invoice submitted until the spreadsheet has been provided to support the invoice.

#### 10. Contacts.

For Yellow Cab:

Name:

Address:

For the City:

City Administrator

PO Box 77

North Liberty, Iowa 52317

EXHIBIT 2

(SPREADSHEET TO BE PROVIDED BY YELLOW CAB)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Coverra Insurance Services, Inc. 3803 Creekside Ln Holmen WI 54636	<b>CONTACT NAME:</b> Pam Andre <b>PHONE (A/C. No. Ext):</b> 608-526-2127 <b>E-MAIL ADDRESS:</b> pandre@coverrainurance.com	<b>FAX (A/C. No):</b> 608-519-2818
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> DS Enterprises dba Yellow Cab of Iowa City PO Box 428 Iowa City IA 52244	<b>INSURER A :</b> Integrity Group	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1590360267

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLA2761302	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2761303	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of North Liberty, its officers, elected officials, employees, agents, and volunteers are included as additional insured, when required by written contract, on the commercial automobile and general liability policies - per attached endorsements

**CERTIFICATE HOLDER****CANCELLATION**

City of North Liberty 3 Quail Creek Dr North Liberty IA 52317	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Integrity P & C Insurance Co.  
P.O. Box 539  
Appleton, Wisconsin 54912-0539

Endorsement

CA 60

Policy Number: CA 2761303

### Business Auto Optimum

THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.

With respect to the coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

#### SECTION II - COVERED AUTOS LIABILITY COVERAGE

##### A. Broad Form Insured

Paragraph A.1., **Who Is An Insured**, is amended to include as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the period for which this endorsement is effective, if there is no similar insurance available to that organization. However:

- (1) The Named Insured does not include any organization:
  - (a) that is a partnership or joint venture;  
or
  - (b) that is an insured under any other policy, or has exhausted its Limit of Insurance under any other policy.

Paragraph d.(1)(i) above does not apply to a policy written to apply specifically in excess of this policy.

- (2) Coverage for newly acquired or formed organizations is afforded only for 180 days from the date of acquisition or formation.
- (3) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired that organization.

##### e. Employees As Insureds - Non-ownership

Any employee of yours is an "insured":

- (1) While using a covered "auto" you don't own, hire or borrow in your business or personal affairs; or
- (2) While operating an "auto" hired or rented without a driver under contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### f. Blanket Additional Insureds

Any person or organization whom you are required in a written contract or agreement to include as an additional "insured" with respect to your ownership, maintenance or use of a covered "auto". This provision only applies to written contracts or agreements that are signed prior to any "bodily injury" or "property damage" to which coverage applies.

Coverage under this provision (f.) shall be primary and non-contributory with respect to the person or organization included as an "insured" under this provision(f.), but only if the written contract or agreement requires coverage to be primary and non-contributory.

##### B. Increased Supplementary Payments

Paragraphs 2.a.(2) and (4) Supplementary Payments are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

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Endorsement

CA 60

Policy Number: CA 2761303

### Business Auto Optimum

#### C. Amended Fellow Employee Exclusion

Exclusion 5., under Paragraph B., Exclusions, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The insurance provided under this provision is excess over any other collectible insurance.

#### SECTION III - PHYSICAL DAMAGE COVERAGE

The following coverages are added to Paragraph

##### A. Coverage, of SECTION III - PHYSICAL DAMAGE COVERAGE:

##### 5. Hired Auto Physical Damage Coverage (Other Than "Mobile Equipment")

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following:

- a. The most we will pay for "loss" to any hired "auto" is the lesser of:
  - (1) \$75,000;
  - (2) Actual Cash Value; or
  - (3) Cost of Repair.
- b. For each hired "auto", our obligation to pay for "loss" will be reduced by the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- c. The insurance provided under this coverage extension is excess over any other collectible insurance.
- d. Subject to the above limit, deductible and excess provisions, we will provide coverage

equal to the broadest coverage applicable to any covered "auto" you own.

- e. Subject to a maximum limit of \$500 per "accident", we will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable for, and the lessor incurs an actual financial loss.

##### 6. Air Bag Coverage

We will pay up to a maximum of \$1,000 per occurrence to have air bags in your covered "auto" replaced for an incurred "loss" resulting from accidental deployment. Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

##### 7. Additional Living Expense

We will pay up to \$25 a day, to a maximum of \$400 for additional living expenses, meaning food, lodging and telephone costs, incurred by you due to a covered "loss" caused by:

- a. Comprehensive only if the Declarations indicate that Comprehensive Coverage is provided for that "auto".
- b. Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for that auto.
- c. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

This coverage applies only in the event that the "loss":

- a. Disables a covered "auto"; and
- b. Occurs more than 100 miles from the insured address shown in the Declarations or the garaging address of your covered "auto", if it is different from the insured address.

We will pay the additional living expenses incurred until your covered "auto" is returned to use or we pay for its "loss".



Endorsement

CA 60

Policy Number: CA 2761303

**Business Auto Optimum**

**8. Locked Vehicle Coverage**

We will pay to have your covered "auto" unlocked if your vehicle's keys are locked inside your covered "auto". Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

**9. Rental Reimbursement Coverage**

The following coverage is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage:**

- a. This coverage applies only to a covered "auto" described in the policy.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, at a maximum of 30 days.
- d. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred.
  - (2) A maximum payment of \$60 per day.
- e. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- f. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE Coverage Extension**.

**10. Loan Lease Gap Coverage**

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

The following changes have been made to **SECTION III - PHYSICAL DAMAGE COVERAGE:**

**A. Towing and Labor**

Paragraph A.2. **Towing** under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is deleted and replaced by the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

Endorsement

CA 60

Policy Number: CA 2761303

**Business Auto Optimum**

- a. For private passenger type vehicles or "light trucks" we will pay to up \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- b. For "medium trucks" we will pay up to \$175 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001-20,000 pounds.

However, the labor must be performed at the place of disablement.

**B. Physical Damage Increased Transportation Expense Coverage**

Coverage for temporary transportation expense under 4. Coverage Extensions, a. Transportation Expenses, is increased to \$50 per day, up to a maximum limit of \$1,000.

**C. Glass Repair - Waiver of Deductible**

The following is added to Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**SECTION IV - BUSINESS AUTO CONDITIONS**

**A. Unintentional Failure to Disclose Hazards**

Paragraph B., General Conditions, is amended by adding the following:

**9. Unintentional Failure to Disclose Hazards**

If you unintentionally fail to disclose any hazards or exposures existing as of the inception date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced. However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for same.

**B. Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status Under An Insured Contract**

Under SECTION IV, BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following paragraphs:

- a. We waive any right of recovery we may have against any person or organization described in Paragraph b. below because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance, or use of a covered "auto" in performance of work being performed under a contract with that person or organization.
- b. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS FOR OTHER  
PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Resolution No. 2019-106**

**A RESOLUTION APPROVING THE TRANSPORTATION SERVICES AGREEMENT BETWEEN YELLOW CAB AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, the City of North Liberty's Transit Committee investigated options for transit services for unmet needs;

**WHEREAS**, Yellow Cab can provide a demand based service to meet those needs; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for transportation services.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached agreement between the City of North Liberty and the Yellow Cab is approved for Transportation Services.

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

**APPROVED AND ADOPTED** this 8th day of October, 2019.

**CITY OF NORTH LIBERTY:**

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

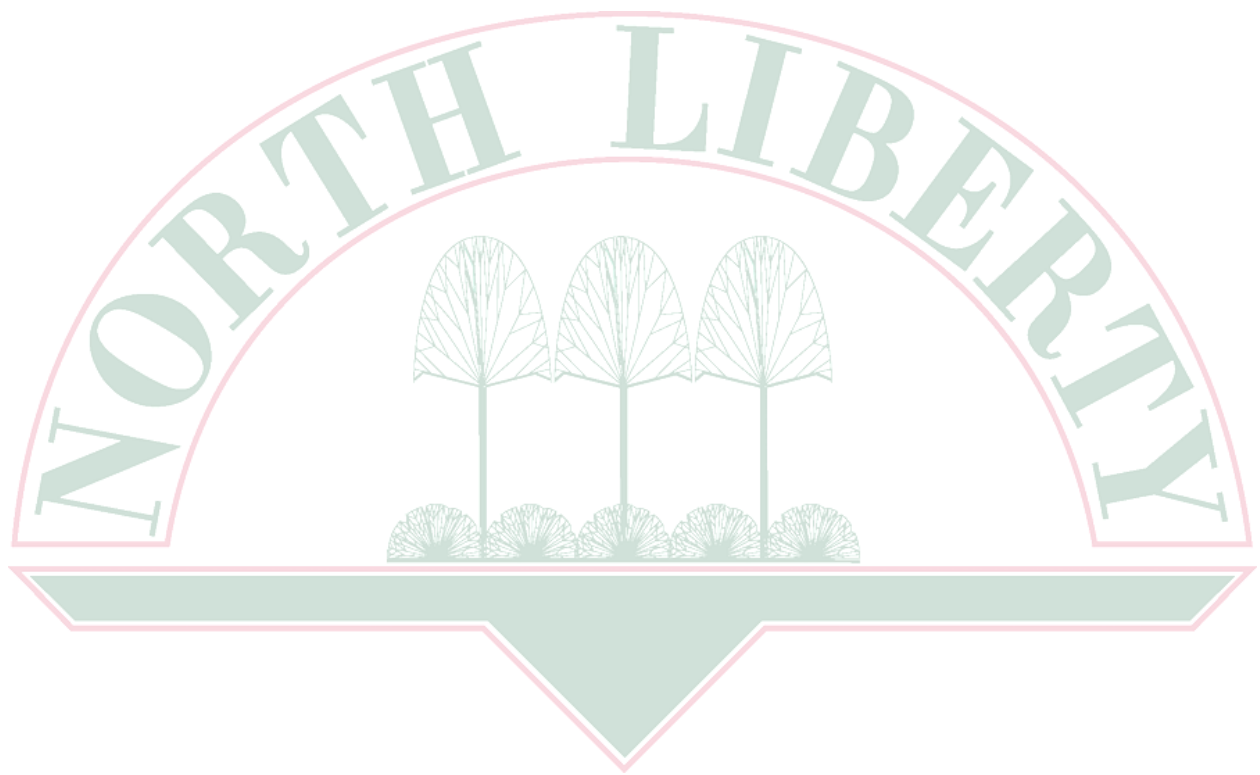
ATTEST:

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



# Additional Information



To: Mayor and City Council  
From: Tom Palmer, Building Official  
CC: City Administrator  
Date: 10/2/2019  
Re: Monthly Report

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### **September Permit Report:**

One-hundred seventeen permits were issued in September with estimated construction value of 3.7 million dollars. Staff completed 286 inspections during the month of September.

### **Certificate of Occupancy:**

Eleven certificates issued for dwelling units, six certificates for manufactured home units and fifteen certificates for rental units. There were no new business openings in September.

### **Rental/Code Enforcement:**

Eight rental permit applications received in September. Twenty-four rental inspections completed along with twenty-five code enforcement complaints in September.

### **New Child Care Facility**

The new daycare project located on Community Drive adjacent to Anytime Fitness is nearing completion. Driveways, public sidewalk and parking areas are installed. Exterior coverings are 95% completed. Crews are onsite completing interior finishes, electrical and mechanical work. The daycare operation is anticipating opening date within thirty days.



SOUTH ELEVATION



WEST ELEVATION



FRONT ENTRANCE



TYPICAL CLASSROOM



**September 2019  
 Monthly Permit Report**

Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	4	\$1,754,050.00	\$14,879.56	4	4	
2	New Single Family Dwelling Attached	4	\$722,614.00	\$8,973.52	2	4	
3	New Townhouse	1	\$715,513.00	\$9,790.45	1	5	
4	New Multi-Family Housing	0	\$0.00	\$0.00	0	0	
5	New Commercial	0	\$0.00	\$0.00	0	0	
6	New Industrial	0	\$0.00	\$0.00	0	0	
7	School	0	\$0.00	\$0.00			
8	Residential Alteration	18	\$229,927.00	\$3,196.97			
9	Residential Addition	1	\$134,800.00	\$1,438.63			
10	Commercial Alteration	2	\$36,200.00	\$577.25			
11	Commercial Addition	0	\$0.00	\$0.00			
12	Industrial Alteration	0	\$0.00	\$0.00			
13	Industrial Addition	0	\$0.00	\$0.00			
14	Other	87	\$178,147.31	\$5,222.60			
15	Public	0	\$0.00	\$0.00			
16	Manufactured Home	0	\$0.00	\$0.00			
	<b>Totals</b>	<b>117</b>	<b>\$3,771,251.31</b>	<b>\$44,078.98</b>	<b>7</b>	<b>13</b>	

SFD Attached are zero lot line units

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





BUILDING INSPECTION DEPARTMENT  
319-626-5713

### Permit Summary Report Inspection Type

Schedule Date 1/1/2019 TO 09/30/2019

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row	Total
1st SWPPP	1	0	9	6	13	4	5	1	8	0	0	0	47	
Above Suspended Ceiling	1	1	2	0	0	1	1	2	1	0	0	0	9	
Automatic Sprinkler System	2	6	2	2	2	3	4	6	1	0	0	0	28	
Automatic Sprinkler System - Above Ceiling	0	3	0	0	0	0	0	0	0	0	0	0	3	
Backflow Preventer	0	0	0	2	0	1	0	2	0	0	0	0	5	
Backflow Prevention	0	1	0	0	0	0	0	0	0	0	0	0	1	
Building Sewer	0	0	0	0	0	2	0	1	0	0	0	0	3	
Commercial Final	2	5	5	2	2	1	1	3	1	0	0	0	22	
Commercial Photovoltaic (PV) Solar System	0	0	0	1	0	0	0	0	0	0	0	0	1	
Commercial Rough-In	0	2	1	0	1	1	2	3	1	0	0	0	11	
Deck, Porch, Sunroom Footings	4	3	1	10	8	10	12	9	1	0	0	0	58	
Driveway & Approach	0	0	0	0	0	1	0	0	0	0	0	0	1	
Electrical rough-in	0	0	1	1	0	0	0	0	0	0	0	0	2	
Final	2	2	3	7	6	3	3	6	18	0	0	0	50	
Final (Alterations and additions)	3	8	18	8	8	7	5	12	8	0	0	0	77	
Fire Alarm Installation	6	2	8	2	16	3	5	6	3	0	0	0	51	
Fire Alarm Installation - Rough-In	0	1	0	0	0	0	0	0	0	0	0	0	1	
Fire Dept. Acceptance	3	5	6	3	3	6	10	8	3	0	0	0	47	
Footings/Slabs	0	1	6	15	13	9	8	4	8	0	0	0	64	
Foundation Dampproofing	0	0	2	9	6	8	4	4	3	0	0	0	36	
Foundation Wall	0	0	3	9	9	11	4	6	5	0	0	0	47	
Framing	1	0	2	0	1	1	0	1	0	0	0	0	6	
Gas service release	10	6	5	9	4	3	9	4	6	0	0	0	56	
Grading	0	0	0	12	9	11	9	5	9	0	0	0	55	
Inspection request	12	13	34	35	42	83	47	55	43	0	0	0	364	
Kitchen Hood Suppression System Installation	0	0	0	2	0	0	0	1	0	0	0	0	3	
Manufactured Home	0	1	0	1	5	7	2	0	0	0	0	0	16	
Meeting	3	1	4	0	0	3	0	1	1	0	0	0	13	
Notice of Termination CSR	0	1	1	10	9	14	7	4	7	0	0	0	53	
NPDES Quarterly Erosion Control Inspection	0	1	5	0	0	23	0	0	25	0	0	0	54	
Operational - Temporary Membrane Structures/Tents	0	0	0	0	0	0	1	0	0	0	0	0	1	
Other	1	1	2	4	5	4	2	4	1	0	0	0	24	
Out of the office	0	0	0	0	0	0	2	2	2	0	0	0	6	
Permanent Electric Service Release	6	2	7	10	13	22	11	15	7	0	0	0	93	
Plumbing below slab	1	5	3	10	10	14	7	6	4	0	0	0	60	
Plumbing Rough-in	0	0	1	0	0	0	0	0	0	0	0	0	1	
Re-inspection	35	40	54	60	64	63	54	68	47	0	0	0	485	
Re-Inspection Fire Dept. Acceptance	0	0	1	0	0	0	0	0	0	0	0	0	1	
Rental	47	67	59	38	37	40	30	23	24	0	0	0	365	
Residential final (New Construction)	3	9	0	14	16	16	10	9	6	0	0	0	83	
Residential Photovoltaic (PV) Solar System	1	0	1	2	2	0	3	6	0	0	0	0	15	
Residential Rough-in (New Construction)	6	4	7	3	6	6	5	16	4	0	0	0	57	
Rough In (Alterations and additions)	3	0	5	4	5	3	2	1	7	0	0	0	30	
Rough-in	0	0	2	0	1	0	2	2	0	0	0	0	7	
Sanitary Sewers	0	1	0	0	0	0	0	0	1	0	0	0	2	
Sewer & Water Service	0	0	5	9	15	4	4	8	4	0	0	0	49	
Sidewalk Release	3	5	0	11	9	11	7	4	4	0	0	0	54	
Sidewalk Repair/Replace	0	0	0	0	10	0	0	1	2	0	0	0	13	
Sign location & footings	0	1	0	0	0	0	2	0	0	0	0	0	3	
Stormwater Quality-Grant Funding Inspection	0	0	0	0	1	2	1	0	0	0	0	0	4	
Subdivision acceptance checklist	0	0	0	1	0	0	0	0	0	0	0	0	1	
Subgrade and pavement	0	0	0	0	0	0	0	1	0	0	0	0	1	
Sump Pump Discharge Line	0	1	7	10	7	5	5	14	3	0	0	0	52	
Temporary C.O. expires	0	0	0	0	0	1	0	0	0	0	0	0	1	
Temporary Electric Service	2	0	5	6	11	9	6	4	5	0	0	0	48	
Temporary LPG Heating	1	1	0	0	0	0	0	0	0	0	0	0	2	
Vehicle Exhaust Ventilation Equipment	0	1	1	0	0	1	1	0	0	0	0	0	4	
Water Heater	1	2	5	0	2	1	3	3	1	0	0	0	18	
Water Main and Appurtenance	0	0	0	2	0	1	0	0	0	0	0	0	3	
Water Meter Inspection	1	0	0	0	1	1	0	0	0	0	0	0	3	
Water Service	0	0	0	0	3	0	0	1	0	0	0	0	4	
Witness air pressure test and piping inspection	10	4	8	3	6	11	11	19	10	0	0	0	82	
Zoning Department Acceptance	0	0	0	0	0	0	0	1	2	0	0	0	3	
<b>Totals:</b>	<b>171</b>	<b>207</b>	<b>291</b>	<b>333</b>	<b>381</b>	<b>431</b>	<b>307</b>	<b>352</b>	<b>286</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2759</b>	



**Certificate of Occupancy Monthly Report**  
**09/01/2019 - 09/30/2019**

<b>Applicant</b>	<b>Parcel Address</b>	<b>Permit Type</b>	<b>Date C.O. Issued</b>
Douglas S. Steele	50 N. Main Street	Rental	9/13/2019
Rafat A. Alawneh	855 Blue Sky Drive Unit 102	Rental	9/17/2019
ROW Investments llc.	525 Penn Court Unit 9	Rental	9/13/2019
Jamie L. Adair-Kennedy	22 W.Chestnut Street	Rental	9/13/2019
Holiday Mobile Home Court-Briana Evans	34 Holiday Lodge Road	Manufactured Home	9/30/2019
Steven Niemela/Peggy Sharr	30 Zeller Crossing Unit 311	Rental	9/30/2019
Bushong Construction Co., Inc	760 Nathan Ave.	Building	9/26/2019
Hindsight Development-Rod Alberhasky	161 Holiday Lodge Road	Rental	9/10/2019
Hindsight Development-Rod Alberhasky	111 Holiday Lodge Road	Rental	9/13/2019
Hindsight Development-Rod Alberhasky	259 Holiday Lodge Road	Rental	9/11/2019
Hindsight Development-Rod Alberhasky	30 Holiday Lodge Road	Rental	9/23/2019
Hindsight Development-Rod Alberhasky	93 Holiday Lodge Road	Rental	9/10/2019
Hindsight Development-Rod Alberhasky	189 Holiday Lodge Road	Rental	9/11/2019
Holiday Mobile Home Court-Briana Evans	111 Holiday Lodge Road	Manufactured Home	9/5/2019
North Star Builders, LLC	1500 Poplar Lane	Building	9/5/2019
Iowa Dwelling LLC - Jamie L. Abernathy	285 Sadler Lane Units 201 and 301	Rental	9/3/2019
Holiday Mobile Home Court-Briana Evans	93 Holiday Lodge Road	Manufactured Home	9/10/2019

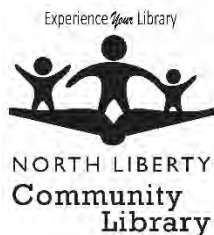
Holiday Mobile Home Court-Briana Evans	259 Holiday Lodge Road	Manufactured Home	9/11/2019
Holiday Mobile Home Court-Briana Evans	161 Holiday Lodge Road	Manufactured Home	9/10/2019
Holiday Mobile Home Court-Briana Evans	189 Holiday Lodge Road	Manufactured Home	9/11/2019
Doug Lee Construction - Dustin Lee	1465 Franklin Street	Building	9/11/2019
Arlington Development	335 Whitman Avenue	Building	9/26/2019
Sindi Andino	745 Molly Drive	Rental	9/27/2019
Myles Townsend	20 Golfview Court	Rental	9/20/2019
Ed D. Berry	820 Club House Road Unit 5-E	Rental	9/19/2019
Kim Miller-Advantage Custom Builders Inc.	1107 Kaiser Street	Building	9/11/2019
NL Homes LLC	1177 Mary Lane	Building	9/5/2019
Carly Walrod	265 Radcliffe Drive	Building	9/3/2019
Hodge Construction-Keith Edwards	1825 Caleb Court	Building	9/3/2019
Ryan Abraham	1167 Dahnovan Drive	Building	9/26/2019
Ryan Abraham	1197 Leann Circle	Building	9/30/2019
Ryan Dahnovan	1102 Mary Lane	Building	9/30/2019

**Total Records: 32**

# Code Enforcement Report

09/01/2019 - 09/30/2019

Case Date	Case #	Complaint
9/3/2019	3699	Junk vehicle
9/3/2019	3700	commercial dumpster on property more than 7 consecutive days w/o the required permits
9/4/2019	3701	past due annual backflow preventer test report
9/5/2019	3702	past due annual backflow preventer test report
9/5/2019	3703	past due annual backflow preventer test report
9/5/2019	3704	past due annual backflow preventer test report
9/5/2019	3705	past due annual backflow preventer test report
9/5/2019	3706	past due annual backflow preventer test report
9/5/2019	3707	past due annual backflow preventer test report
9/5/2019	3708	past due annual backflow preventer test report
9/5/2019	3709	past due annual backflow preventer test report
9/5/2019	3710	past due annual backflow preventer test report
9/5/2019	3711	past due annual backflow preventer test report
9/6/2019	3712	past due annual backflow preventer test report
9/6/2019	3713	past due annual backflow preventer test report
9/6/2019	3714	past due annual backflow preventer test report
9/10/2019	3715	failure to mow
9/16/2019	3716	have allowed the home to be occupied without the required certificate of occupancy being issued
9/16/2019	3724	storing trailer on unpaved grass side yard, RV in driveway blocking sidewalk
9/16/2019	3725	storing trailer on unpaved grass side yard, RV in driveway blocking sidewalk
9/17/2019	3717	installed swimming pool without the required permit
9/19/2019	3718	renting without a permit
9/20/2019	3719	past due annual backflow preventer test report
9/20/2019	3720	past due annual backflow preventer test report
9/24/2019	3721	failed to obtain a permit to replace the water heater



TO: City Administrator and City Council  
 FROM: Jennie Garner, Library Director  
 DATE: Oct. 1, 2019  
 SUBJECT: Library Monthly Report

**At a Glance**

Computer Usage	1472
Database Use	9315
Meeting Room Use	965
Door Count	14,073

**Summer reading program numbers:**

PreK - 485 registered, 433 completed, 21 finished halfway = 89% completion rate

Babies and Tots - 122 registered, 73 completed, 13 finished halfway = 60% completion rate

K-3rd - 394 registered, 213 completed, 69 finished halfway = 54% completion rate

Tweens - 184 registered, 85 completed, 29 finished halfway = 46% completion rate

Teens - 90 registered, 36 completed, 21 finished halfway = 40% completion rate

Adults - 223, 105 completed = 47% completion rate

Daycare outreach participants - 437

**TOTALS:**

1498 people registered (0-99), 995 completed, 153 completed halfway = 66% completion rate

**Library News**

If you haven't taken an opportunity to listen to the Stork Storytime TALKS Podcast, we hope you do sometime soon. We've had 2891 total plays since launching the podcast. The latest episode, *Now I Know My ABCs*, features a discussion about letter knowledge with one of our colleague at the Hiawatha Public Library, with vocals by one of our library staff member's kiddos, Nash. We had over 50 listens on the latest podcast in three days after it was produced. The TALKS podcast is available on SoundCloud (the orange cloud icon on our website) at <https://soundcloud.com/nlibertylibrary>.



We have subscribed to a new online service called Princh that allows patrons to print from their own electronic devices so that people can print directly from a tablet, laptop, or cell phone. We're really pleased to offer this service to our patrons as this is a question we get regularly.

And patrons still use our computers in house regularly. Here are some interesting stats we gathered for Sept. 1-26:

<b>Computer type</b>	<b>Average computer session time (minutes)</b>	<b>Total minutes used by patrons</b>
Laptops	70	2386
Career stations	37	2580
Teen computers	40	5963
Kids computers	46	11,313
Quick 15-min stations	9	572
Sit down stations	43	9686

**Scroll for program highlights**

The library hosted several Iowa authors for the annual author fair. Authors offered readings and sold books to visitors.



Celtic guitarist and storyteller Jeffy Barlow performs musical renditions of history, legend and humor for adult patrons



Families met Vesta, the fox, learned her story, and learned about other animals native to Iowa, and about being a wildlife rehabilitator with Amber Oldfield.



The library hosted the National Mississippi River Museum and Aquarium. Kids had an opportunity to pet sting rays in their tanks and learn more about marine life.



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

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

Date: October 1, 2019

Re: Monthly Report

We performed various building maintenance tasks as needed this month.

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

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

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

We continue to maintain ball fields and facilities this month in support of tournaments & NLCBS town league.

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

Park Staff graded and seeded areas at Penn Meadows Park & Koser Park.

Harding Concrete continues with the concrete improvements at Quail Ridge Park. Hopefully the weather will allow them to finish soon.

Park staff removed graffiti at the Quail Ridge Park shelter. This has been an ongoing problem this season but our security camera system has identified who the vandals are. It is in the hands of the North Liberty Police Department now.

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

Parks Staff assisted Paul Sleeper, IDNR Fishery Management Biologist with the release of hundreds of new channel catfish in all City owned ponds on September 30<sup>th</sup>. This is completed every two years to help restock the channel catfish due to them not reproducing well in a pond environment.

The dog park concrete and fencing project is on hold until we see drier conditions. Hopefully this will not set us back on the anticipated summer of 2020 grand opening. If everything falls into place, the Parks Department will complete final grading and dormant seeding in early November. I will keep everyone updated as thing progress.



# North Liberty Police Monthly Report September 2019

## Training:

- Bomb squad, dive team, canine, and SERT training was attended by members this month (40 hours)
- Department completed handgun and rifle qualification/training for all members. (168 hours)
- Officer Minick continues with his weekly field training. He works one on one with another officer each shift.
- Chief attended a training conference in Ames presented by the Iowa Chief's Association and covered CBD, the Marshalltown Tornado response, the Parkland shooting, and the ILEA progress update.
- Investigator attended the Iowa Law Enforcement Intelligent Network Conference in Des Moines. (40 hours)

## Public Relations:

- Officers spent time on the rooftop of Dunkin Donuts to raise money for Special Olympics. Across the state, the law enforcement and Special Olympics partnership raised \$31,024.75 with over \$750 coming from our department.
- North Liberty ranked number 36 out of 50 for the best cities to live in the US by USA today. This included cities over a population of 8000 and the violent and property crimes rates per 100,000 residents across the country. The crime stats were taken from 2016-2017 UCR reporting.
- Invited to a neighborhood block party on Molly Drive and were able to show off the patrol car, provide tours, and visit with residents.
- Officer Sammons provided a safety presentation to preschoolers at an in-home daycare on Jaro Way.
- Officers conducted a safety presentation at an in-home daycare in Golfview.
- Officers continue to work the University and Liberty High School football games (paid for by those entities). Two officers were also utilized, along with the street department, for traffic control for the Liberty HS homecoming parade.

## Equipment:

- We had several issues with the department not being able to access the internet. Found the switch was bumped and lost its configurations again. Lots of time spent troubleshooting this failure.

Traffic Contacts	572
Parking Contacts	21
Vehicle Inspections	27
Vehicle Unlocks	23
Crash Investigations	24
Public Assists	388
Assist other Agency	97
Crimes Against Persons Report	12
Crimes Against Property Report	9
Other Reports	54
Arrests	47
Warrants	5
Alcohol/Narcotics Charges	32
Crimes Against Persons Charges	6
Crimes Against Property Charges	1
Other Charges	29
Animal Calls	43
Total Calls for Service	2504
<b>*Total Calls for Service for the year</b>	<b>21406</b>

- We also found that one of the air conditioners outside units was not working. We were advised it was burnt out and possibly struck by lightning. This was the same time as our internet issues and we are working with insurance to cover the repairs to replace the unit.
- Continue to work with our records management software (Tac10/ Global Public Safety) on issues with mapping for our cars. This is a feature JECC can use to monitor our locations but Tac10/Global have been unable to configure it so it works accurately. We have worked on this for about a year and will be requesting our money back so we can invest in a mapping system that works.

**Enforcement:**

- Officers spent the state funds for the GTSB program for the year on traffic safety. We were awarded a grant for the next fiscal year.

**Department Admin:**

- After 4 years with our department, Officer Ric Vazquez resigned and completed his exit interview with HR. He is leaving to pursue a career as a firefighter with CRFD. He will be missed by this department and we wish him luck in his new career.
- Continuing with progress meetings and last-minute changes to the building construction of the new police station.
- The Iowa Police Chief's Association requested the Chief become the member representative for the organization on the ILEA council. Paperwork was submitted to the Governor's office for that appointment.

*Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 10/3/2019*



**To: Mayor and City Council**

**From: Michael Pentecost, Street Superintendent**

**Re: September 2019 Monthly Report**

**October 1, 2019**

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

- Locating of City Utilities (274 job tickets) ongoing
  - a. This is a 1% decrease from September 2018
- Continued animal control services (6 responses to animal issues)
- Cemetery plot locates (2 in total)
- Projects
  - a. Forevergreen Rd (West of Covered Bridge Rd)
    - i. DOT plans to open all four I380 ramps this week but site is still under construction
  - b. Forevergreen Rd (East of Covered Bridge Rd)
    - i. Mainline road has all been poured
    - ii. 388 feet will need to be removed and replaced because someone drove through the site when concrete was wet (Contractor expense not the City)
  - c. Penn St / Front St Corridor Improvement Project
    - i. All roads and sidewalks are now open and usable.
    - ii. Permanent signage and paint have been installed
    - iii. Punchlist items only remaining
  - d. Ranshaw Way/Cherry St sewer upgrade project
    - i. Project complete
  - e. Trail Network improvements
    - i. Project Completed
  - f. St. Andrews Drive reconstruction design continues
    - i. Still working on design with Shive, property owners, and utility companies
  - g. Coral Ridge Ave/Ranshaw Way Project
    - i. Forevergreen Rd north seat walls and sidewalk approaches being installed
- A large amount of time was spent working with contractors, utility companies, and property owners on projects this month
- Met with IDOT about upcoming detours for the 80/380 project that will affect North Liberty
- Staff training on Hazard Communication and CPR/AED/First-Aid
- Continued installing new traffic cameras
- Weekend power failure required traffic signals on Ranshaw Way at Cherry St and Penn St to be powered through transfer switches and portable generators
- Sign installs
  - a. Lincoln Way no parking
  - b. Kansas Ave pedestrian crossing
  - c. Naples Ave and Stewart St ids
- Staff conducted monthly safety inspections for all street equipment and buildings

- Staff assisted Water Department with fire hydrant replacements on Bayberry Ln
- Delivered and picked up traffic control items for Liberty Homecoming Parade
- Storm intakes and drainage areas inspected and cleaned after heavy rain events
- Rock shoulders repaired on Ranshaw Way, 230<sup>th</sup> St, 240<sup>th</sup> St, and North and South Dubuque St
- Several large damaged trees removed from ROW on North George St, South Dubuque St, and by the Fire Station
  - a. 11 stumps were ground up
  - b. Sites were cleaned up, reseeded, and matted
- Street repairs
  - a. Large section of West Zeller St repaired by Zeller Crossing
  - b. Multiple sections of street and storm box intake were repaired
  - c. All repairs were completed in stages in order to maintain at least 1 lane open for high volume commuter traffic
    - Installed drainage pipe for dog park driveway approach off North Liberty Rd



**Tree removals off South Dubuque St**



**Stump grinding**



**West Zeller Street repair**





**Forevergreen Rd damaged sections**



**Storm pipe being installed for dog park driveway**

# **Communications Department Report**

Submitted to the North Liberty City Council

Oct. 1, 2019, for the month of September 2019

## **Community Visioning**

Staff continued to work with de Novo representatives to work through positioning and branding and video components of the Community Visioning work we're undertaking. A feedback session is scheduled for Oct. 1 with stakeholders and de Novo, with a presentation of an overview and recommendation to the City Council at its meeting on Oct. 8.

## **3CMA Conference**

Nick and Jillian attended the City-County Communications and Marketing Association annual conference in Denver at the beginning of the month, hearing from representatives of other municipalities. The team will work to implement some of the ideas they brought away from the conference, including thinking about more mobile-friendly video, how to do better request intake and thinking more about measuring results. The team also brought home a Savvy Silver Circle award for its *Trashelor* marketing.

## **Sponsorship**

Jillian has been meeting with sponsorships to shore up funding for Blues & BBQ and Beat the Bitter and having good success. The work will continue through October, with a goal of raising about \$120,000 for community events in North Liberty. We've had some initial success with sponsors by bringing in some events coordinated by other city departments, too.

## **Take Flight**

This event will feature huge kites the size of Thanksgiving Day parade balloons over Centennial Park, thanks to a partnership with the Eastern Iowa Airport. We're inviting folks out to picnic, fly kites and watch the spectacle on Oct. 6 from 11 a.m. to 5 p.m.

## **Placemates**

The second day of concurrent potlucks is scheduled for Nov. 3 from 5 to 7 p.m. Registration is open until Oct. 13. The tweaks we make to the program include moving it from a weekday to a Sunday and shifting it a little earlier, and making it clearer on the registration form what information is needed to be shared with other attendees. Information and registration is available at [northlibertyiowa.org/placemates](http://northlibertyiowa.org/placemates).

## **Returning Citizen Reentry Simulation**

We're partnering with Inside Out Reentry Community to offer a simulation to allow policy makers, elected officials, employers, community organizations, law enforcement personnel to experience



life — and its barriers — as ex-offenders on their path to re-establishing themselves as law-abiding, taxpaying citizens. We'll host the simulation with on Monday, Nov. 18, from 2 to 4 p.m. at the Community Center. It is free to register, and space is limited.

### Election Information

We published information about filing deadlines and filed candidates. We're recording four-minute video statements from candidates for publication ahead of early voting on Oct. 7.

### Other Items

Staff had interviews with the Gazette about our cloudy pool water, the Iowa City Press-Citizen about the dog park various city projects and updates.

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

Staff represented the city in meetings and events with the Iowa City Area Chamber of Commerce, the area Complete Count Committee, and soil quality restoration campaign.

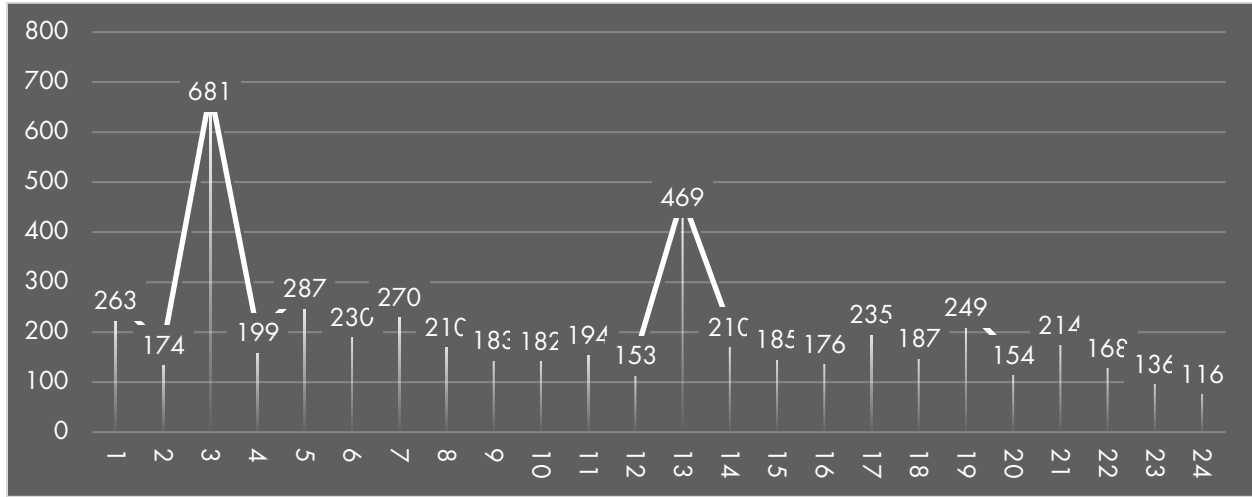
We sent news releases about community events, Halloween goings on, voting information, recreation programming and more.

### Completed Videos

Title	Requested By	Date Completed	Duration
<b>A Visit from a Civil War Soldier</b>	Communications	Sept. 4	1:10
<b>City Council</b>	City Administration	Sept. 10	0:33
<b>Social: Stork Storytime EXPO</b>	Communications	Sept. 9	0:01
<b>New House and Nozzle Training</b>	Fire	Sept. 9	0:30
<b>Amor Towles</b>	Library	Sept. 13	1:15
<b>Library Board of Trustees</b>	Communications	Sept. 16	0:52
<b>City Council</b>	City Administration	Sept. 24	0:58
<b>It's in the Water</b>	Communications	Sept. 20	0:02
<b>Social: Get Moving for Healthy Kids</b>	Communications	Sept. 20	0:02
<b>Social: Animal Visit the Library</b>	Communications	Sept. 21	0:02
<b>Total completed productions: 10</b>	<b>Duration of new video: 5.4 hours</b>		

## 52317 Podcast

Release schedule is every three weeks; episodes can be found at [northlibertyiowa.org/52317](http://northlibertyiowa.org/52317).

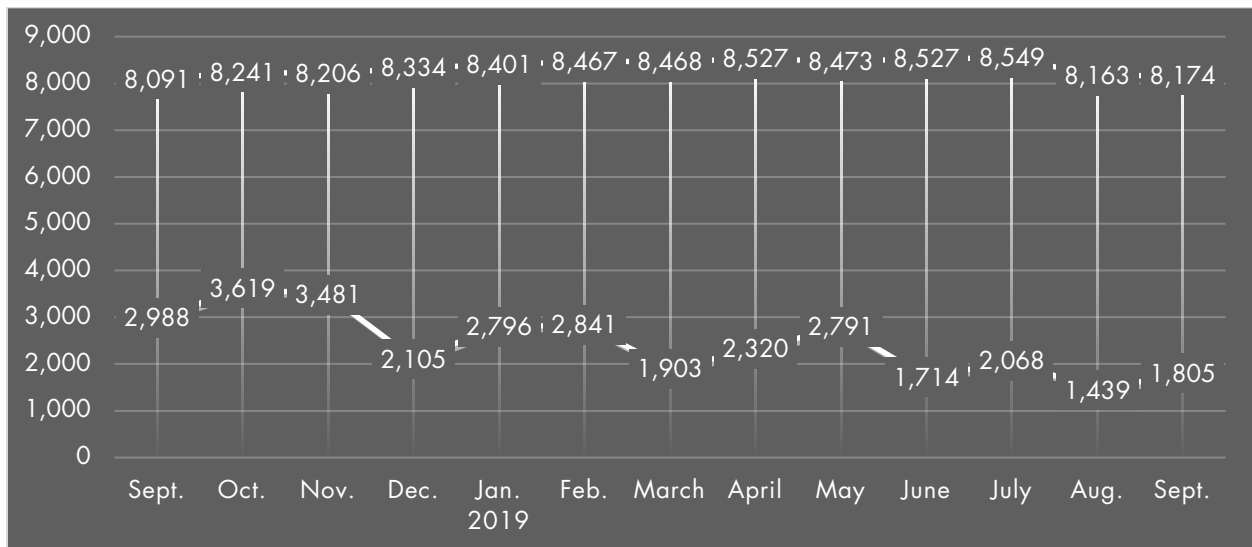


**Downloads** is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device since its publication. Numbers are as reported by service provider LibSyn as of the date of this report.

**Episodes** 1: Revisit; 2: Big Picture; 3: Mosley's; 4: Geek City; 5: Rusciano's; 6: AlphaGraphics; 7: Colony Pumpkin Patch; 8: South Slope; 9: Z's Catering; 10: Santa Claus; 11: Sugar Bottom Bikes; 12: Diventures; 13: NLXF; 14: Sugapeach; 15: Champaign Dance 16: Black Diamond Limosine; 17: Moxie Solar ; 18: Flyover Productions; 19: Citywide Garage Sales; 20: North Liberty Aquatics; 21: Heyn's Ice Cream 22: Café Muse 23: Frontier Co-op 24: The Leaderboard 25: Stoakes & Fell

## North Liberty Bulletin Email Newsletters

Release schedule is first Thursday of the month; subscribe at [northlibertyiowa.org/subscribe](http://northlibertyiowa.org/subscribe).



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

**Subject lines** Sept: Live your best lawn; Aug: 🍷🍷 Let's show 'em what we've got; July: Decade-long forecast; June: What about jetpacks?; May: No, you're a faceless bureaucracy; April: We're not big timing you; March: Does it spark joy?; Feb: I'm so done; Jan: It's not all babies and balloons; Dec: Thanks for being great; Nov: Stop shouting at me; Oct: Talking 🍷; Sept: What's up, dogs?

## Social Media

Month	Facebook new likes	Facebook reach	Twitter new follows	Twitter impressions	Instagram new follows	Nextdoor members
Sept 2019	81	42,951	0	36,800	20 (1780)	4,143
Aug 2019	72	18,317	8	40,000	28 (1760)	3,993
July 2019	59	32,810	21	47,100	41 (1732)	3,946
June 2019	97	36,203	27	31,500	23 (1691)	3,845
May 2019	51	24,463	28	39,500	71 (1668)	3,793
April 2019	81	30,549	16	47,400	94 (1597)	3,746
March 2019	44	29,403	35	37,600	36 (1503)	3,571
Feb 2019	138	47,462	26	42,500	34 (1503)	3,443
Jan 2019	139	51,797	35	59,800	56 (1469)	3,391
Dec 2018	65	40,942	31	36,700	47 (1413)	3,344
Nov 2018	105	24,841	25	131,000	30 (1366)	3,308
Oct 2018	108	29,171	42	48,200	44 (1336)	3,294
Sept 2018	51	22,594	34	42,200	38 (1292)	

**Facebook new likes** is the net number of new users liking the city's Facebook page; it does not include new *followers*. **Facebook reach** is the number of unique users who saw any of the city's Facebook content, reported on a 28-day period. **Twitter new follows** is the net number of new users following the city on Twitter. **Twitter impressions** is the total number of times a tweet from the city was shown to a user. **Instagram new follows** is the net number of new users liking the city's Instagram account. **Nextdoor members** is the number of verified North Liberty residents who are users and able to receive our agency messages.

## Website Statistics (Current month and preceding 12)

Month	Sessions	Users	Pageviews	Pages/Session	Avg. Session
Sept 2019	17,656	12,738	37,830	2.14	1:23
Aug 2019	20,191	13,891	44,800	2.22	1:30
July 2019	27,821	18,649	58,879	2.12	1:27
June 2019	30,713	20,378	65,434	2.13	1:19
May 2019	22,546	15,171	50,184	2.27	1:27
April 2019	21,682	9,835	50,265	2.32	1:34
March 2019	18,133	8,395	43,353	2.39	1:40
Feb 2019	19,034	13,083	45,011	2.36	1:36
Jan 2019	25,585	16,481	58,191	2.27	1:26
Dec 2018	18,985	13,284	44,524	2.35	1:26
Nov 2018	14,768	10,616	34,895	2.36	1:30
Oct 2018	17,086	11,993	39,449	2.31	1:31
Sept 2018	18,665	12,756	40,576	2.17	1:24

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

# Water Pollution Control Plant



**Iowa**

TO: City Council, Mayor and City Administrator

FROM: Drew Lammers

DATE: Oct. 1, 2019

SUBJECT: September 2019 Water Pollution Control Plant (WPCP) Report

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed very busy with numerous operational jobs throughout the month.
2. This month's staff safety meeting was on Laboratory Safety. Employees completed the target solutions tasks as well as reviewed safety training topics and procedures as a group.
3. EMC insurance performed a safety audit during a site visit. This is done by Wastewater Dept. request for recommendations on continuing site safety improvements. A few small action items were recommended and were addressed by WPCP staff.
4. Membrane recovery cleans began at the beginning of Sept. and will be completed during the first week of Oct. Each of the 4 membrane trains are soaked overnight with Acid then Chlorine before we remove all of the cassettes for additional cleaning, inspections and repairs. Each train takes 4-5 days and usually most of the WPCP staff to complete this process. The original 3 trains are now 11 years old and are showing signs of age but overall still have valuable service life. Manufacture replacement recommendation is 10 years for the membranes but we are planning for 12+ years of service. The extended life is mostly a result of effective cleaning and maintenance as mentioned above.
5. Maintenance staff cleaned and made repairs to all plant RPZ backflow preventers. Annual device testing will follow and results will be forwarded on to our backflow prevention coordinator.
6. Logan Puelz was hired as a Maintenance Specialist. Wastewater now has a full staff of 7 total employees. Logan is ambitious, driven, and brings a lot of great skills to this department. We are excited to have him join the team.

Drew Lammers

WPCP Superintendent

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

Phone: 319-626-5738

Fax: 319-626-5739

northlibertyiowa.org

To: Mayor and City Council

From: Greg Metternich, Water Superintendent

Re: Monthly Report

September 30, 2019

We read 8,544 radio reads last month. We had to re-read approximately 18 accounts.

We had a very busy month with 140 finals, 43 water shut-offs, 30 re-connects for water service, 217 notices delivered, 6 new meter set inspections, 5-meter change outs, 6 MIU change outs, assisted 7 customers, and 51 calls for service. Our monthly total service work averaged 25 calls per day.

For the month of September, we treated a total of 36,328,000 gallons of water. Our average daily flow was 1,211,000 gallons, and our maximum daily flow was 1,568,000 gallons. The total amount of water used in the distribution system was 3.28% higher than last September.

We installed two new hydrants and isolation valves on Bayberry Lane. The first excavation we did the locating company failed to mark a gas line and the line was hit, we had to stop working until Mid-America repaired the line, once the repair was made it was to late in the day to continue, we fenced the work area off and finished the next day.

Maxwell Construction did a water connection near the Keystone property on Forevergreen rd. we were not able to shut down the water main, Maxwell hired a company to do a line stop on the 12" water main, they ran into several issues during the process but were able to shut down the main and make the new connection.

Northway Well and Pump will start installing the new casing for well 5 this week. The casing comes in 20-foot section's and will have to be welded on site.

We experienced a sump-pump failure in the meter pit for well 9, the meter went under water and was not reading. The flow meter controls the speed of the VFD, without the flow information it caused the plant to shut down, the meter is working part of the time but will have to be replaced.

We finished taking our latest round of UCMR4 (Unregulated Contaminants Monitoring Rule) samples for the EPA, it takes about 6 hours to collect the samples, fill out the paper work, and package the samples for shipment.

Water Superintendent,  
Greg Metternich



## Transportation Committee Meeting

September 30, 2019

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

Members present: Gerry Kuhl, Jim Jetter, Brian Wayson, Terry Donahue

Absent: Dena Hess. Brenda Conry

The group was told about the recent council meeting results of the contract with Yellow Cab being tabled. Certain sections had been questioned centered around the areas of liability. As of the current meeting date, most all resolved except for one detail which should be concluded very soon. It is expected the contract will be placed before the council on its meeting scheduled for October 8th.

The next three items were discussed with Ryan Heiar.

These as follows: Drafts of the Transportation ID Card; Application for services: Brochure. All documents were in draft form. Each were discussed and comments given on each for additions, corrections, clarification and font sizes for use by persons with vision difficulties.

All comments were to be taken into consideration and implemented by city staff. Additional comments, questions, clarifications were to be submitted to the mayor/city administrator.

Brian Wayson then talked about the combined Uber/Cab service which is occurring in Des Moines and elements on how it works.

No other items brought up and meeting adjourned at 7:32 p.m.

Terry L. Donahue

**North Liberty Parks & Recreation Committee Meeting**  
**Thursday, October 3, 2019**  
**Proposal of Agenda**  
**7:00PM**

**NEW BUSINESS:**

1. Approve minutes: Approve September 5 meeting minutes.
2. Public Comments/Concerns: Guest introduction and concern.
3. Building & Grounds Report: Parks Monthly Report
4. Halloween Programs: Staff is preparing for Halloween Events;  
Halloween Moonlight Walk Oct 11  
Pumpkin Painting & Carving Oct 16  
Haunted Happenings Oct 24 & 25  
Trick or Treat-ing Oct 31
5. Winter Spring Brochure: We are working on this brochure; programs Jan-April 2020  
Out to public in November.  
Registration Dates: Dec 2 for Residents; Dec 4 for Non-residents
6. Any new issues not on agenda? National Fitness Court discussion.  
Cedar Rapids Curling presentation/discussion – Nov 7 meeting

**OLD BUSINESS:**

1. Recreation Monthly Report: Recreation Review from previous month.
2. Any old issues not on agenda?

**CONCLUSION:**

1. Next Meeting: Next month meeting: Thursday, November 7, 2019  
7:00pm at City Council Chambers; 1 Quail Creek Circle
2. Adjourn

**September Minutes**

Not received to date, will approve at meeting.

**To: Park & Recreation Commission Board Members  
Mayor, City Council and City Administrator**  
**From: Shelly Simpson, Recreation Director**  
**Date: October 1, 2019**  
**Re: Monthly Report – September 2019**

### **Program Summaries – September**

#### **Swim Lessons:**

First session of Fall Lessons had approximately 181 participants.

#### **Pool Programs:**

Arthritis Aqua, Water Resistance and Aqua Boot Camp remain popular. 53 registered class participants and numerous drop-in payers participated in water fitness programs.

Recreational Swim Team program remains popular with 19 participants.

#### **Preschool:**

The Kids Campsite area continues to be utilized with approx. 554 participants

Lucky Duck collected \$ 39.00 this month.

Kyle's Pee Wee Sports programs remain popular. Pee Wee Football had 47 participants this month.

KinderClub and Tippi Toes Dance classes continued with strong participation.

#### **Youth Programs:**

Recsters BASP: AM = 9 participants; PM = 60 participants

#### **Youth Sports:**

Numerous youth leagues began this month;

NLC Volleyball had 158 participants registered through North Liberty.

NLC Flag Football had 82 participants registered through North Liberty.

Outdoor Soccer had 75 participants registered.

#### **Adult Sports/Programs:**

Numerous adult sport leagues began this month;

Adult Co-ed Volleyball has 9 teams registered.

Men's Basketball had 16 teams registered.

#### **Adult Fitness:**

Fitness classes continued this month with Cardio Pump and Body Blast remaining popular.

New programs such as Pop Pilates, Yoga and Strong by Zumba have had slow enrollment.

#### **Senior Citizens:**

Senior Dining was held on Sept 6, 13, 20 & 27 totaling 108 participants for the month.

#### **Special Events:**

Special events impacted by weather; Both the Community Slow Roll and Moonwalk & Star Party were canceled.

#### **See additional attached reports:**

RecDesk Organization Activity

RecDesk Monthly Revenue

Memberships by Month Chart

Membership Checkins Chart

Time Period: Last 30 Days

Export to Excel

## Organization Activity

From 9/1/2019 to 10/1/2019

	Registrations	Reservations	Memberships	Check-Ins	Profiles Created
All	252	78	448	6183	449
Resident	186	44	304	4044	262
Non-Resident	66	34	144	2139	187
No Residency Set	0	0	0	0	0
Demographics					
< 18	180	1	61	417	112
18 - 65	57	74	303	3733	294
65+	15	3	84	2033	43
Male	105	33	237	3796	194
Female	147	45	211	2387	255
Other Genders	0	0	0	0	0
Online vs In-House					
Online	98	0	0	N/A	179
In-Person	154	78	448	N/A	270



# Revenue By Period - GL Account Summary

Start Date: **9/1/2019 12:00 AM**      End Date: **9/30/2019 11:59 PM**

Payment Methods: **CA, CK, CC, IC, EC, CR**

User(s)/Cashier(s): **- All -**

## Regular Revenue

		DEBITS										CREDITS	
<u>**Gross</u>	<u>**Net</u>	<u>Cash</u>	<u>Check</u>	<u>CC (Gross)</u>	<u>CC (Net)</u>	<u>ACH (Gross)</u>	<u>ACH (Net)</u>	<u>Internal CC</u>	<u>Acct Credit</u>	<u>Other</u>	<u>Refunds</u>	<u>Other</u>	
<b>000 - Household Credit Account</b>													
<b>2,997.52</b>	<b>2,997.52</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,060.32	0.00	-1,062.80	
<b>010-4-1-4563 - Weight Fees</b>													
<b>11,870.00</b>	<b>11,594.39</b>	2,394.00	447.00	9,187.00	8,911.39	0.00	0.00	0.00	0.00	0.00	-158.00	0.00	
<b>010-4-1-4564 - Class/Programs</b>													
<b>8,015.95</b>	<b>7,795.63</b>	1,234.50	120.00	7,342.50	7,122.18	0.00	0.00	0.00	20.00	0.00	-701.05	0.00	
<b>010-4-1-4565 - League Fees</b>													
<b>1,395.00</b>	<b>1,322.55</b>	0.00	0.00	2,415.00	2,342.55	0.00	0.00	0.00	0.00	0.00	-1,020.00	0.00	
<b>010-4-1-4566 - Before/After School</b>													
<b>12,515.00</b>	<b>12,188.75</b>	211.00	1,260.00	10,875.00	10,548.75	0.00	0.00	0.00	169.00	0.00	0.00	0.00	
<b>010-4-1-4567 - Baseball/Softball</b>													
<b>325.16</b>	<b>325.16</b>	28.39	238.71	0.00	0.00	0.00	0.00	0.00	58.06	0.00	0.00	0.00	
<b>010-4-1-4572 - Season Pool Pass</b>													
<b>1,604.00</b>	<b>1,557.92</b>	68.00	0.00	1,536.00	1,489.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<b>010-4-1-4573 - Daily Pool Fees</b>													
<b>4,241.00</b>	<b>4,210.33</b>	1,698.00	1,521.00	1,022.00	991.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<b>010-4-1-4574 - Swim Lessons</b>													
<b>2,244.00</b>	<b>2,157.80</b>	454.00	40.00	2,871.25	2,785.05	0.00	0.00	0.00	6.25	0.00	-1,127.50	0.00	
<b>010-4-1-4575 - Aquatic Program/Classes</b>													
<b>2,248.00</b>	<b>2,214.74</b>	1,307.00	4.00	1,108.00	1,074.74	0.00	0.00	0.00	37.00	0.00	-208.00	0.00	

# Revenue By Period - GL Account Summary

Start Date: **9/1/2019 12:00 AM** End Date: **9/30/2019 11:59 PM**

Payment Methods: **CA, CK, CC, IC, EC, CR**

User(s)/Cashier(s): **- All -**

010-4-1-4577 - Pool Rentals													
454.74	438.39	0.00	0.00	544.74	528.39	0.00	0.00	0.00	0.00	0.00	0.00	-90.00	0.00
010-4-1-4589 - Room Rentals													
2,697.76	2,654.39	395.00	872.50	1,445.26	1,401.89	0.00	0.00	0.00	0.00	0.00	0.00	-15.00	0.00
010-4-1-4590 - Gymnasium Rentals													
620.00	603.80	0.00	20.00	540.00	523.80	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00
010-4-1-4591 - Park/Special Event Fees													
95.00	92.00	20.00	0.00	100.00	97.00	0.00	0.00	0.00	0.00	0.00	0.00	-25.00	0.00
010-4-1-4592 - Field Rentals/Tennis Courts													
624.84	623.94	191.61	2,086.29	30.00	29.10	0.00	0.00	0.00	391.94	0.00	0.00	-2,075.00	0.00
NONE - Unassigned													
91.00	87.85	0.00	0.00	105.00	101.85	0.00	0.00	0.00	0.00	0.00	0.00	-14.00	0.00
Split - Membership - Black & Gold													
2,177.00	2,121.83	0.00	338.00	1,839.00	1,783.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>54,215.97</b>	<b>52,986.99</b>	<b>8,001.50</b>	<b>6,947.50</b>	<b>40,960.75</b>	<b>39,731.77</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>742.25</b>	<b>4,060.32</b>	<b>-5,433.55</b>	<b>-1,062.80</b>	

\*\* Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

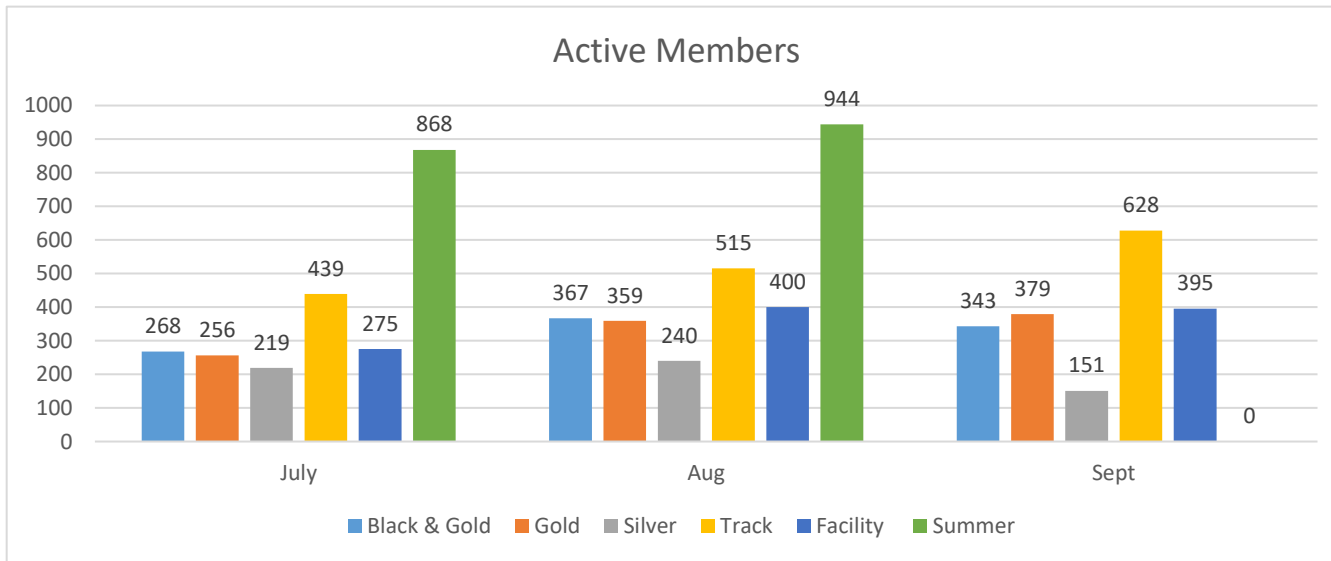
## Sales Tax

		DEBITS									CREDITS	
**Gross	**Net	Cash	Check	CC (Gross)	CC (Net)	ACH (Gross)	ACH (Net)	Internal CC	Acct Credit	Other	Refunds	Other
		0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00		0.00

\*\* Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

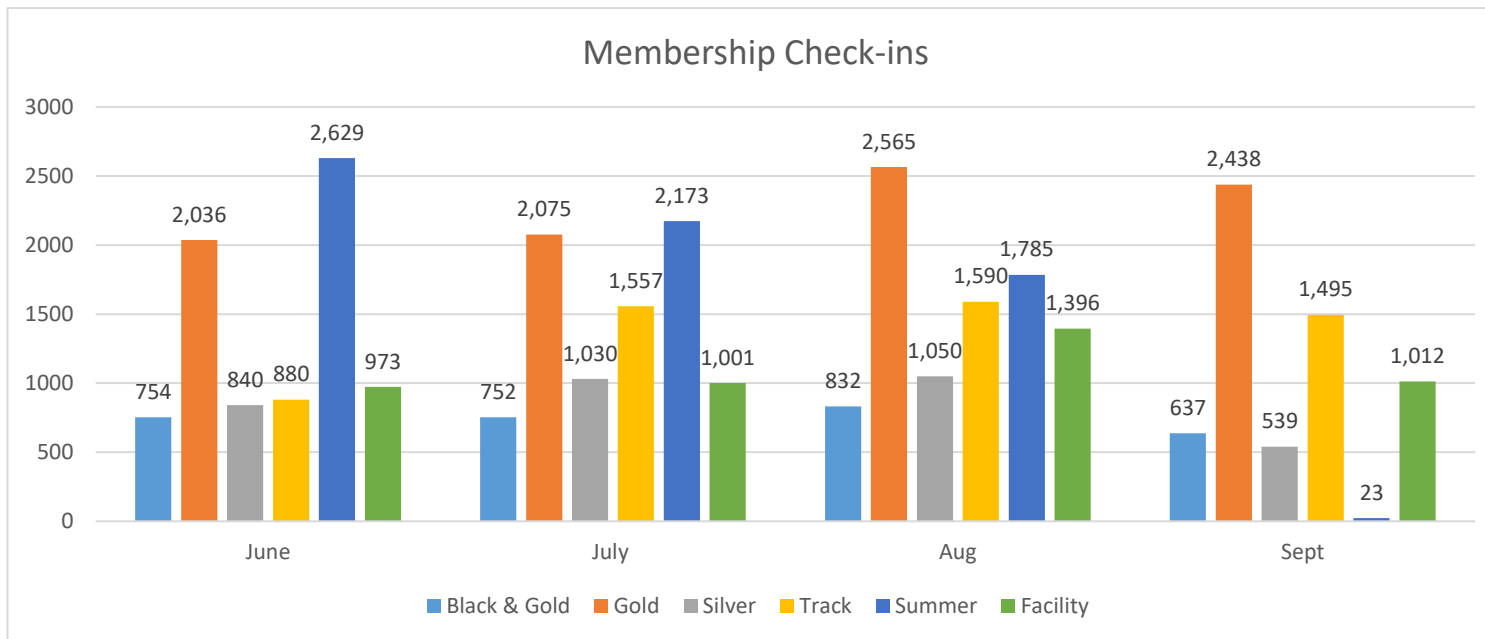
**Memberships by Package: Active Members**

Month:	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Black & Gold	268	367	343	0	0	0	0	0	0	0	0	0
Gold	256	359	379	0	0	0	0	0	0	0	0	0
Silver	219	240	151	0	0	0	0	0	0	0	0	0
Track	439	515	628	0	0	0	0	0	0	0	0	0
Facility	275	400	395	0	0	0	0	0	0	0	0	0
Summer	868	944	0	0	0	0	0	0	0	0	0	0
Total	2325	2825	1896	0	0	0	0	0	0	0	0	0



### Membership Checkins by Month: Scanned entries

	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept
Black & Gold	445	500	504	665	622	680	485	492	754	752	832	637
Gold	2,119	2,342	2,704	3,016	2,561	2,926	2,511	2,068	2,036	2,075	2,565	2,438
Silver	833	849	741	809	779	835	761	626	840	1,030	1,050	539
Track	2,105	3,130	3,350	2,345	2,539	2,412	2,230	1,060	880	1,557	1,590	1,495
Summer	0	0	0	0	0	1	1	56	2,629	2,173	1,785	23
Facility	0	1,469	1,791	2,026	1,454	1,676	1,429	1,252	973	1,001	1,396	1,012
Total	5,502	8,290	9,090	8,861	7,955	8,530	7,417	5,554	8,112	8,588	9,218	6,144



## Summer - Pool Revenue Comparison

<b>2019</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>Totals</b>
Pool Passes	\$9,074.25	\$ 33,559.14	\$ 4,836.37	\$ 1,329.00	\$ 1,604.00	\$ 50,402.76
Daily Fees	\$4,822.00	\$ 31,395.00	\$ 37,032.00	\$ 22,489.00	\$ 4,241.00	\$ 99,979.00
Swim Lessons	\$1,489.25	\$ 1,727.12	\$ 6,585.00	\$ 19,841.61	\$ 2,244.00	\$ 31,886.98
Aqua Programs	\$4,493.25	\$ 5,375.25	\$ 2,736.50	\$ 5,650.00	\$ 2,248.00	\$ 20,503.00
Concessions	\$180.50	\$ 14,611.25	\$ 14,075.00	\$ 7,999.50	\$ -	\$ 36,866.25
Rentals	\$660.00	\$ 1,180.00	\$ 280.00	\$ 1,245.48	\$ 454.74	\$ 3,820.22
<b>Totals</b>	<b>\$20,719.25</b>	<b>\$ 87,847.76</b>	<b>\$ 65,544.87</b>	<b>\$ 58,554.59</b>	<b>\$ 10,791.74</b>	<b>\$ 243,458.21</b>
	<b>(-)</b>	<b>(+)</b>	<b>(+)</b>	<b>(-)</b>	<b>(-)</b>	

VS.

<b>2018</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>Totals</b>
Pool Passes	\$ 25,687.53	\$ 22,262.06	\$ 7,411.00	\$ 3,620.18	\$ 7,935.00	\$ 66,915.77
Daily Fees	\$ 13,815.00	\$ 33,207.00	\$ 30,422.00	\$ 23,248.00	\$ 5,158.00	\$ 105,850.00
Swim Lessons	\$ 1,033.00	\$ (12.00)	\$ 1,480.75	\$ 15,591.04	\$ 507.00	\$ 18,599.79
Aqua Programs	\$ 3,062.00	\$ 4,594.00	\$ 5,144.50	\$ 7,615.37	\$ 3,618.00	\$ 24,033.87
Concessions	\$ 3,887.50	\$ 18,235.00	\$ 15,250.00	\$ 8,068.25	\$ -	\$ 45,440.75
Rentals	\$ -	\$ -	\$ 140.00	\$ 1,350.00	\$ 810.00	\$ 2,300.00
<b>Totals</b>	<b>\$ 47,485.03</b>	<b>\$ 78,286.06</b>	<b>\$ 59,848.25</b>	<b>\$ 59,492.84</b>	<b>\$ 18,028.00</b>	<b>\$ 263,140.18</b>

2019 \$243,458.21

2018 \$ 263,140.18

\$ 19,681.97 (-) Loss

### Notes:

October 2018 fees were increased

2019: Outdoor Pool did not open for Memorial Day Weekend

Water Clarity Issues limited pool use.





## **NORTH LIBERTY PLANNING COMMISSION**

Minutes

Oct 1, 2019

North Liberty City Council Chambers, 1 Quail Creek Circle

### **Roll Call**

Chair Rebecca Keogh called the October 1, 2019 Planning Commission meeting to order at 6:30 p.m. Commission members present: Josey Bathke, Adam Gebhart, Jason Heisler, Rebecca Keogh, Kylie Pentecost and Patrick Staber. Absent: Ronda Detlefsen.

Others present: Dean Wheatley, Ryan Heiar, Grant Lientz, Stacey House, Kevin Trom, Joel Miller, Mike Bails, Jeff Mekota, Brian Wayson, Carter Kuldre, and other interested parties.

### **Agenda Approval**

Patrick Staber moved, Josey Bathke seconded to approve the agenda. The vote was all ayes. Agenda approved.

### **Diamond Dreams site plan**

#### *Staff Presentation*

Wheatley presented the request of a Request of Jeff Mekota to approve a Revised Site Plan at Lot 11 I-380 Industrial Park Subdivision, located west of I-380 and south of W Penn Street and summarized the staff report.

#### *Applicants Presentation*

Jeff Mekota and Mike Bails were present on behalf of the applicant and offered additional information on the development. Kyle Sherman, owner of Diamond Dreams, also answered several questions.

#### *Public Comments*

No public comments were offered.

#### *Questions and Comments*

Heisler and Keogh believe it will be a great fit for our community. There was a discussion regarding parking and hours of operation between the Commission and applicants.

#### *Recommendation to the City Council*

Josey Bathke moved, Rebecca Keogh seconded to recommend approval of the Diamond Dreams site plan with no conditions. The vote was all ayes. Motion approved.

### **Approval of previous minutes**

Adam Gebhart moved, Jason Heisler seconded to approve the minutes of the September 3, 2019 Planning Commission meeting. The vote was all ayes. Minutes approved.

**Old Business**

No old business was presented.

**New Business**

Wheatley noted that three new cases have been submitted for the November meeting.

**Adjournment**

At 6:52 p.m., Patrick Staber moved, Adam Gebhart seconded to adjourn. All ayes. Meeting adjourned.