



**North Liberty City Council
Regular Session
December 22, 2020**



City Administrator Memo



To **Mayor and City Council**
 From **Ryan Heiar, City Administrator**
 Date **December 18, 2020**
 Re **City Council Agenda December 22, 2020**

Meeting Note

Tuesday’s meeting will be held virtually via Zoom and live streamed at [Watch Meetings Live](#) as well as available on the website. The City Council and participants will log into the meeting in order to conduct business while the public will be able to watch the debate and decisions being made.

Consent Agenda

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

- City Council Minutes (12/08/20)
- Claims
- November Revenues
- November Treasurer’s Report
- Liquor License Renewal – Red’s Alehouse
- Pay Application #2, Ranshaw House Project, Wolfe Contracting Inc., \$160,222.54
- Pay Application #3, Aquatic Center HVAC Project, APEX Construction Company, \$15,747.00
- Pay Application #8, St. Andrews Drive Project, Metro Pavers Inc., \$ 135,163.52

Meetings & Events

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

Thursday, Dec 24
Christmas Holiday – City Offices
Closed

Friday, Dec 25
Christmas Holiday – City Offices
Closed

Thursday, Dec 31
New Year’s Holiday – City Offices
Closed

Friday, Jan 1
New Year’s Holiday – City Offices
Closed

Tuesday, Jan 5 at 6:30p.m.
Planning Commission

Tuesday, Jan 12 at 6:30p.m.
City Council

Fire Auto-Aid Agreements

The proposed auto-aid agreements are the culmination of multiple meetings between the IDOT, Coralville, Iowa City and North Liberty Fire Departments and the Tiffin Fire Association and serve two important goals. First, they will enhance response during and after construction of the I80/I380 interchange. With the redesign of the interchange ramps, fire departments that protect certain aspects will have to respond from a neighboring fire district. Establishing auto aid agreements will provide for a quicker response from the neighboring jurisdiction. The second benefit is the ability to get a second truck to the scene to support the incident with personnel, equipment and block the scene to protect responders. The proposed agreements will complete an initiative to realize a two-department automatic response for the entire interstate located within the North Liberty Fire Department’s district.

Ranshaw Way, Phase 5 Project

Appraisals have been completed and reviewed for the real property acquisitions required for the Ranshaw Way Phase 5 public improvement project. Parcels that do not require a full appraisal have been given a compensation estimate based on the appraised value of the neighboring parcels by the City Attorney. Prior to making an offer to purchase the necessary interests in these properties, and in order to avail itself of the statutory condemnation process, the City is required by law to first establish the amount of just compensation for each, which can be no less than the appraised value or compensation estimate. There are a total of 15 acquisitions and easements needed for this project, totaling \$258,315 in value. Staff recommends approval of the resolutions.

The third resolution regarding this project is approving the funding agreement with the IDOT in the amount of \$2.576 million. Staff has reviewed and recommends approval.

Street Name Change

Staff has been in conversations with Heartland Express about changing the name of Kansas Avenue, north of Penn Street, to Heartland Way. Because this street ends in the parking lot of Heartland Express and no further extension of Kansas Avenue to the north is planned, staff recommends making the change to Heartland Way. The only other address on this section of Kansas Avenue is Kum and Go. They have been notified and asked to comment on the proposed change and have not submitted an objection.

Parking Resolution

A resident of Broadmoor Estates has requested eliminating parking on the north side of E. Weston Street, between S. Front Street and Broadmoor Drive. The request is due to the difficulty of maintaining two-way traffic when cars are parked on both sides of the street. There are multiple driveways on the north side of E. Weston Drive and a clustered mailbox so the north side restriction is most practical. Staff solicited neighborhood input and received seven letters in favor of the request and two opposed to the request. Staff recommends City Council approve the no parking restriction.

Comprehensive Plan Update

One of the goals established by Council earlier this year is to update the comprehensive plan. Staff is recommending proceeding with a plan update using general fund surplus money to start the project in the first quarter of 2021. Included in the packet is a memo from Planning Director Ryan Rusnak providing additional information about the comprehensive plan update process. If Council is amendable, staff will solicit RFP's for a

consultant to assist with the update, with the goal of presenting a proposal to Council before April 1, 2021.

Civic Campus Planning

Another goal established by the Council is to proceed with the civic campus plan. Earlier this year, the City Council was presented with a study comparing the costs of constructing a new city hall versus purchasing and upgrading the current Quail Creek facility. That study is included in the packet. The current City Hall lease is set to expire in December 2021. Regardless of the Council's direction, the lease will need to be extended and the landlord is willing to do so. The current annual lease cost is \$210,000 with a 3% escalator, which is paid for with general fund dollars.

Staff is recommending that Council allocate funding to start the design process for a new City Hall on the civic campus location. The estimated cost for design, up to bidding, is \$550k with approximately \$325k being spent before July 1, 2021, assuming a start in January. Staff is proposing to allocate \$325k from FY19/FY20 general fund surplus for design work in FY21 and allocating the additional \$225 in FY22 with future borrow or surplus funds. If the City Council agrees to proceed, bidding could occur as early as December 2021 with construction to start in March of 2022.

If the City Council decides not to proceed, staff would like direction from the Council as to extending the current lease, purchasing and/or rehabilitating the existing facility.



Agenda

City Council
December 22, 2020
Regular Session
6:30 p.m.

Due to the COVID-19 pandemic, public health and safety concerns require City of North Liberty public meetings to be held electronically, so as to limit the spread of the virus. The public is invited to submit questions and comments in advance of the meeting for consideration submitting them to the City Clerk Tracey Mulcahey via email at tmulcahey@northlibertyiowa.org.

This meeting may be accessed live by the public on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at www.youtube.com/channel/UCrCwGipAPjJnd-olpRgPJcg. You can also attend by phone; call 1 (312) 626 6799 with a touch-tone phone and to enter the meeting ID 814 6414 4322 and nine-digit meeting password 554931865. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Work & Regular Session, December 8, 2020
 - B. Claims
 - C. November Revenues
 - D. November Treasurer Report
 - E. Liquor License Renewal, Red's Alehouse
 - F. Ranshaw House Project, Pay Application Number 2, Wolfe Contracting, Inc., \$160,222.54
 - G. Aquatic Center HVAC Project, Pay Application Number 3, Apex Construction Company, Inc., \$15,747.00
 - H. St. Andrews Drive, Pay Application Number 8, Metro Pavers, \$135,163.52
5. City Engineer Report

6. City Administrator Report
7. Mayor Report
8. Auto Aid Agreements
 - A. Resolution Number 2020-103, A Resolution approving the Automatic Aid Agreement – Interstate 380 between the City of Coralville and the City of North Liberty
 - B. Resolution Number 2020-104, A Resolution approving the Automatic Aid Agreement – Interstate 380 between Tiffin Fire Association and the City of North Liberty
9. Ranshaw Way Project
 - A. Resolution Number 2020-105, A Resolution establishing Fair Market Value and just compensation for the acquisition of certain properties for the Highway 965 Phase 5 Improvement Project
 - B. Resolution Number 2020-106, A Resolution establishing just compensation for acquisition of certain real property for a public improvement, the Highway 965 Phase 5 Improvement Project
 - C. Resolution Number 2020-107, A Resolution approving the Federal Aid Agreement for a Surface Transportation Block Grant Program Project between the Iowa Department of Transportation and the City of North Liberty (Iowa DOT Agreement No: 6-20-STBGU-026)
10. Street Name Change
 - A. Resolution Number 2020-108, A Resolution authorizing and approving the change of the street name of North Kansas Avenue to Heartland Way in Saints Corridor Commercial Park – Part One in the City of North Liberty, Johnson County, Iowa
11. Parking Resolution
 - A. Resolution Number 2020-109, A Resolution approving Parking Control Devices in the City of North Liberty, Iowa
12. Comprehensive Plan
 - A. Discussion and possible action regarding the Comprehensive Plan Update process
13. Civic Campus
 - A. Discussion and possible action regarding the proposed Civic Campus Project
14. Old Business

15. New Business

16. Adjournment



Consent Agenda



City Council
December 8, 2020
Work & Regular Session

Due to the COVID-19 pandemic, public health and safety concerns require City of North Liberty public meetings to be held electronically, so as to limit the spread of the virus.

Call to order

Mayor Terry Donahue called the December 8, 2020 Work & Regular Session of the North Liberty City Council to order at 6:00 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock, Brent Smith and Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, and other interested parties.

Approval of the Agenda

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

FY 21-22 Budget Worksession

Heiar presented information for the FY 22 budget. Council discussed the provided information for the upcoming budget year.

Consent Agenda

Hoffman asked about the change order for the Police Department Project. Heiar provided the update. Hoffman moved, Pollock seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, November 24, 2020; the attached list of Claims; Police Facility Project, Tricon General Construction, Inc., Change Order Number 9, \$21,854.57; and the Liquor License Renewal, Johncy's. The vote was all ayes. Consent Agenda approved.

City Engineer Report

City Engineer Trom reported that staff met with ICCSD regarding the Dubuque Street Project. Staff met with the flooring contractor at the Ranshaw House. Council discussed the report with Trom.

City Administrator Report

City Administrator Heiar provided a COVID-19 operations update. Red Fern Dog Park will be closed from March 1 to May 31 to allow for the dormant seed planted this fall to get established. Heiar reminded users of the park to only park in the parking lot, not on the grass. No membership will be required until June 1. Heiar presented a resident's concerns regarding Muddy Creek and trash. He issued a reminder that there will be a second Council meeting this month on December 22. Council discussed the report with Heiar.

Mayor Report

Mayor Donahue reported that he presented Keshia Fields with the Bravo award. He encouraged Councilors that might be interested in serving on the ECICOG board to let him know.

Agreements with the City of Coralville

Heiar presented information on the agreements. Lientz presented additional information. Harrington moved, Pollock seconded to approve Resolution Number 2020-101, A Resolution approving the 28E Agreement between the City of North Liberty and the City of Coralville for Shared Corporate Boundary Adjustments. After discussion, the vote was: ayes – Hoffman, Pollock, Wayson, Smith, Harrington; nays – none. Motion carried.

Smith moved, Hoffman seconded to approve Resolution Number 2020-102, A Resolution accepting the transfer of ownership of Wheaton Road Right of Way and Utility Easements from the State of Iowa. The vote was: ayes – Harrington, Hoffman, Wayson, Smith, Pollock; nays – none. Motion carried.

CDBG – COVID-19

At 7:13 p.m., Mayor Donahue opened the Public Hearing for the Status of Funded Activities for the Emergency Childcare Program. Mulcahey presented the following:

1. Need for the CDBG project. During the COVID-19 pandemic daycares and child care facilities were closing and/or limiting childcare opportunities.
2. Description of the CDBG funded project & activities. The Emergency Childcare Program offered 8 weeks of free childcare to essential workers.
3. The amount of CDBG funds for the project. \$12,000 was received in the grant.
4. Estimated amount of CDBG assistance that will benefit low- and moderate-income persons. It is hard to estimate with no income survey. The City estimates possibly 30%.
5. The location of project activities. North Liberty Community Center.
6. Any relocation that will have to take place as a result of the CDBG project. Not applicable.
7. City/ County contact information for residents to contact with concerns or complaints regarding the project. Tracey Mulcahey, City Clerk.

8. Community Development and Housing Needs of low to moderate persons in the city/ county and any planned or potential activities to address these needs. A request for input from the Council and community was made. Any responses received will be incorporated into these minutes.

9. Other Community Development and Housing needs and any planned or potential activities to address these needs. A request for input from the Council and community was made. Any responses received will be incorporated into these minutes.

The public hearing was closed at 7:15 p.m.

At 7:15 p.m., Mayor Donahue opened the Public Hearing for the Status of Funded Activities for the summer Lunch & Fun Program. Mulcahey presented the following:

1. Need for the CDBG project. During the COVID-19 pandemic, children who typically receive their lunches during the school year from their schools. The Summer Lunch and Fun Program was started six years ago to supplement the summer need for feeding kids. This summer presented a different challenge with the pandemic. The program sought funds to supplement the loss of donations and volunteers. The schools provided the program for kids, but the distribution locations were not proximate to some areas of the greatest food insecurity.

2. Description of the CDBG funded project & activities. Summer Lunch and Fun provided lunches and activity packets for kids age birth to 18 at the Ranshaw House and at school lunch distribution sites.

3. The amount of CDBG funds for the project. \$14,400 was received in the grant.

4. Estimated amount of CDBG assistance that will benefit low- and moderate-income persons. It is hard to estimate with no income survey. The City estimates possibly 30%.

5. The location of project activities. Lunches and activity packets distributed curbside and from the porch of the Ranshaw House. Activity packets were distributed in Deerfield subdivision, at Garner Elementary and at North Bend Elementary.

6. Any relocation that will have to take place as a result of the CDBG project. Not applicable.

7. City/ County contact information for residents to contact with concerns or complaints regarding the project. Tracey Mulcahey, City Clerk.

8. Community Development and Housing Needs of low to moderate persons in the city/ county and any planned or potential activities to address these needs. A request for input from the Council and community was made. Any responses received will be incorporated into these minutes.

9. Other Community Development and Housing needs and any planned or potential activities to address these needs. A request for input from the Council and community was made. Any responses received will be incorporated into these minutes.

At 7:17 p.m., the public hearing was closed.

Old Business

No old business was presented.

New Business

Councilor Smith reported on the signs installed by the Project Better Together Committee members and adopting healthcare workers. Councilor Wayson expressed appreciation for the signs. He offered that many more people than medical professionals are helping during this pandemic.

Adjournment

Mayor Donahue adjourned the meeting at 7:19 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	761,362.54	5,511,785.43
011-FIRE EQUIPMENT CAPITA	2,236.00	2,436.00
012-LIBRARY CAPITAL FUND	0.00	2,427.98
013-RECREATION CAPITAL FU	0.00	0.00
014-POLICE CAPITAL FUND	745.00	3,245.00
015-TRANSPORTATION IMPACT	0.00	237,340.63
016-STORMWATER CAPITAL	0.00	0.00
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	900.00	235,147.18
019-YOUTH SPORTS SCHOLARS	98.83	1,410.32
020-EQUIPMENT REVOLVING	0.00	0.00
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	4.66	535.09
025-POLICE SEIZED FUNDS	0.00	0.00
026-HOTEL/MOTEL TAX	24,945.41	34,445.95
060-ROAD USE TAX FUND	227,876.14	1,147,297.12
061-STREET CAPITAL PROJEC	0.00	2,141,650.15
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	398,889.06	2,988,098.70
110-DEBT SERVICE FUND	61,980.05	576,027.03
210-TRUST AND AGENCY	104,897.67	973,876.88
280-CUSTOMER DEPOSITS	7,250.00	81,561.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	68.51	524.15
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	3,778,477.54
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	655,402.35
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	2,893,028.02
322-LIBRARY BUILDING FUND	0.27	2.17
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	0.00
510-WATER FUND	319,269.88	1,806,101.72
511-WATER CAPITAL RESERVE	16,666.67	109,012.08
512-WATER SINKING FUND	170,675.42	853,377.10
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	126,088.68
520-SEWER FUND	380,267.03	2,121,135.18
521-SEWER CAPITAL RESERVE	53,868.58	368,629.49
522-SEWER SINKING FUND	183,862.08	854,310.40
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	0.00	855,284.28
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	17,182.65	103,235.86
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	2,733,046.45	28,461,893.48

**CITY OF NORTH LIBERTY
TREASURER'S REPORT
November 2020**

FUNDS	BALANCE FORWARD 11/1/2020	REVENUE	EXPENSE	BALANCE ENDING 11/30/2020
GENERAL	9,293,282.74	787,619.15	1,031,339.14	9,049,562.75
SPECIAL REVENUE	7,465,365.34	731,662.87	97,090.86	8,099,937.35
DEBT SERVICE	1,668,810.44	61,980.05	403,883.47	1,326,907.02
CAPITAL PROJECTS	-5,379,320.15	68.78	313,701.41	-5,692,952.78
WATER ENTERPRISE	4,375,709.76	677,890.05	518,583.22	4,535,016.59
WASTEWATER ENTERPRISE	6,697,300.06	654,621.15	646,295.92	6,705,625.29
STORM WATER ENTERPRISE	212,989.75	18,383.00	12,280.35	219,092.40
TOTAL	24,334,137.94	2,932,225.05	3,023,174.37	24,243,188.62

Applicant License Application (LC0036590)

Name of Applicant:	<u>Chrisma, Inc</u>		
Name of Business (DBA):	<u>Reds Alehouse</u>		
Address of Premises:	<u>405 N. Dubuque</u>		
City	<u>North Liberty</u>	County:	<u>Johnson</u> Zip: <u>52317</u>
Business	<u>(319) 626-2100</u>		
Mailing	<u>18 Fairview Knoll</u>		
City	<u>Iowa City</u>	State	<u>IA</u> Zip: <u>52240</u>

Contact Person

Name	<u>Faye Swift</u>		
Phone:	<u>(319) 331-7418</u>	Email	<u>fpswiftia@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 01/05/2020

Expiration Date: 01/04/2021

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

Faye Swift

First Name: Faye **Last Name:** Swift
City: Coralville **State:** Iowa **Zip:** 52241
Position: President
% of Ownership: 63.00% **U.S. Citizen:** Yes

Matthew Swift

First Name: Matthew **Last Name:** Swift
City: Iowa City **State:** Iowa **Zip:** 52240
Position: Secretary
% of Ownership: 37.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: Society Insurance

Policy Effective Date: 01/05/2020

Policy Expiration 01/05/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): Red's Alehouse

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

The above referenced business possesses a valid Johnson County Public Health food license.

Name: James Lacin

Title: ENV. Health Manager Date: 10/28/20

Signature:



North Liberty Police Department

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

November 29, 2020

Liquor License Check

Business: Red's Alehouse
405 N. Dubuque Street
North Liberty, IA 52317

Owners: Matthew Swift (DOB: 1982)
 Faye Swift (DOB: 1952)

The North Liberty Police Department does not have any documented contacts with the owners or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.

Date: 12/14/2020

Name of Business: Red's Auction

Address: 405 N. Dubuque St, North Liberty IA 52317



Fire Inspection Form

SITE	Code Section	Yes	No
1) Address #s are Posted & Visible	IFC 505.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Keys in Knox Box are Current	IFC 506.2	<input type="checkbox"/>	<input type="checkbox"/>
3) Premise is Free of Waste Accumulation	IFC 304.1.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ASSEMBLY OCCUPANCIES	Code Section	Yes	No	N/A
4) Occupant Load Sign(s) are Posted	IFC 1004.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FIRE EXTINGUISHERS	Code Section	Yes	No
5) Fire Extinguishers have Current Annual Inspection Tag	IFC 901.6.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6) Fire Extinguishers have been Visually Checked Monthly (Date & Initial Tag)	NFPA 7.2.1.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Fire Extinguishers are Unobstructed & Unobscured	IFC 906.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8) Fire Extinguishers are Mounted on a Bracket or in a Fire Extinguisher Cabinet	IFC 906.7	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EMERGENCY & EXIT LIGHTS	Code Section	Yes	No
9) Emergency Lights Illuminate when Tested (Use Test Button)	IFC 1008.3.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10) Exit Signs are Illuminated	IFC 1013.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11) Exit Signs Illuminate when Tested (Use Test Button)	IFC 1013.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ELECTRICAL	Code Section	Yes	No	N/A
12) Electrical Panels have at least 3 Feet of Clearance in Front of Panel	IFC 605.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13) There is No Exposed Wiring	IFC 605.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14) Extension Cords are Not being Used for Permanent Wiring	IFC 605.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15) Surge Protectors are Mounted/Secured and Plugged Directly into an Outlet	IFC 605.4.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXIT ACCESS & DOORS	Code Section	Yes	No
16) Exits are Unobstructed Exit Signs are Illuminated	IFC 1031.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17) Corridors & Aisles are Unobstructed	IFC 1003.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18) Exit Doors Open Freely	IFC 1010.1.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>

STORAGE	Code Section	Yes	No	N/A
19) Storage is at least 18" below Sprinkler Heads in Sprinklered Buildings	IFC 315.3.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20) Storage is at least 24" below Ceiling in Non-Sprinklered Buildings	IFC 315.3.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21) Kitchen Cleaning Rags are Disposed of in a Non-Combustible Container	IFC 304.3.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPRESSED CYLINDERS	Code Section	Yes	No	N/A
22) Compressed Gas Cylinders are Secured or Chained	IFC 5303.5.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Provide Explanation for any "No" Answers Below

Inspection Completed by: Stephanie Breitbaen

Signature:

Wolfe Contracting, Inc
Pay Application

Customer: Shive-Hattery Inc.
2839 Northgate Dr
Iowa City, IA 52245

Project: Ranshaw House Phase 2
Contract #

Contractor: Wolfe Contracting, Inc
2200 Grandview Avenue
Muscatine, IA 52761

Application #: 2
Application Date: 11/30/2020
Period To: 10/30/2020 - 11/30/2020
Contract Date: 9/30/2020
WCI Project No: 1420

Contractor's Application For Payment

1. Original Contract Sum:	\$	420,000.00
2. Net change by Change Orders:	\$	(27,793.60)
3. Contract Sum to Date:	\$	392,206.40
4. Total Completed & Stored to Date:	\$	215,655.31
5. Retainage:	\$	10,782.77
a. 5% of Completed Work:	\$	10,782.77
b. 5% of Stored Material:	\$	-
6. Total Earned Less Retainage:	\$	204,872.54
7. Less Previous Certificate for Payment:	\$	44,650.00
8. Current Payment Due:	\$	160,222.54
9. Balance to Finish, Including Retainage:	\$	176,551.09

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 Certificate for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.



Contractor: Randy Wolfe Date: 12/4/2020
By: Randy Wolfe
State of: IAWA
County of: MUSCATINE
Subscribed and sworn to before me this day: 12/4/2020
Notary Public: Kathryn Kemp
My commission expires: JUNE 4, 2021

Architct's Certificate for Payment

In accordance with Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's 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: \$160,222.54
Architect: Tandi Brannaman - Shive-Hattery
By: Tandi Brannaman Date: 12/7/2020

Change Order Summary	Additions	Deductions
CAR 1	\$ -	\$ 32,325.81
CAR 2	\$ 4,532.21	\$ -
CAR 3	\$ -	\$ -
CAR 4	\$ -	\$ -
CAR 5	\$ -	\$ -
CAR 6	\$ -	\$ -
CAR 7	\$ -	\$ -
CAR 8	\$ -	\$ -
CAR 9	\$ -	\$ -
CAR 9	\$ -	\$ -
CAR 10	\$ -	\$ -
TOTALS	\$ 4,532.21	\$ 32,325.81
NET CHANGES by Change Orders	\$	(27,793.60)

TO OWNER: City of North Liberty
3 Quail Creek Circle
North Liberty, IA 52317

PROJECT: North Liberty Aquatic Center HVAC
Replacement

APPLICATION NO.: 20025-3
PERIOD TO: 12/4/20
PROJECT NOS.: **1194770**
CONTRACT DATE:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 UI #

FROM CONTRACTOR: APEX Construction Company, Inc.
4218 Yvette St SW, Bldg A, P.O. Box 2297
Iowa City, IA 52244

VIA ARCHITECT: Shive Hattery, Inc.
2839 Northgate Drive
Iowa City, IA 52245

CONTRACT FOR:

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.

- 1. ORIGINAL CONTRACT SUM\$ 514,000.00
- 2. Net change by Change Orders\$ 6,576.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2)\$ 520,576.00
- 4. TOTAL COMPLETED & STORED TO DATE\$ 520,576.00
(Column G on G703)
- 5. RETAINAGE:
 - a. 5.00 % of Completed Work\$ 26,029.00
(Columns D + E on G703)
 - b. _____ % of Stored Material\$ _____
(Column F on G703)
- Total Retainage (Line 5a + 5b or
Total in Column I of G703)\$ 26,029.00
- 6. TOTAL EARNED LESS RETAINAGE\$ 494,547.00
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)\$ 478,800.00
- 8. CURRENT PAYMENT DUE\$ 15,747.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)\$ 26,029.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	CO#1 \$6,576.00	
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	\$ 6,576.00	

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.

CONTRACTOR:

By: [Signature] Date: 12.7.20

State of: Iowa

County of: Johnson

Subscribed and sworn to before me this 7th day of December, 2020

Notary Public: [Signature]
My Commission Expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's 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\$ 15,747.00

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

ARCHITECT:

By: Ted Krausman Date: December 8, 2020

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.

ST. ANDREWS DRIVE

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: City of North Liberty
 Contractor: Metro Pavers INC.

Project: St. Andrews Drive Improvements

Contract #: 1184140

Pay App# 8
 12/16/2020

Contract Item	Description	Unit of Measure	Unit Price	Awarded		Current		To Date	
				Units Contracted	Original Contract Total	Unit	Cost	Unit	Cost
1.00	EXCAVATION CLASS 10	CY	\$ 8.60	30,810.0000	\$ 264,966.00	310	\$ 2,666.00	30810	\$ 264,966.00
2.00	TOPSOIL, ON-SITE	CY	\$ 5.45	6,430.0000	\$ 35,043.50	570	\$ 3,106.50	6430	\$ 35,043.50
3.00	CEMENT STABILIZATION-GEO	SY	\$ 8.25	13,695.0000	\$ 112,983.75		\$ -	13695	\$ 112,983.75
4.00	SUBASE, MODIFIED	CY	\$ 35.00	2,461.0000	\$ 86,135.00		\$ -	2461	\$ 86,135.00
5.00	RMVL OF STRUCTURE, LIGHT FIXT	EA	\$ 291.00	1.0000	\$ 291.00		\$ -	1	\$ 291.00
6.00	12"PVC SAN SEW FORCE MAIN, TRE	LF	\$ 82.00	134.0000	\$ 10,988.00		\$ -	134	\$ 10,988.00
7.00	RMVL OF SAN SEW, PVC, < TO 36"	LF	\$ 8.00	136.0000	\$ 1,088.00		\$ -	136	\$ 1,088.00
8.00	12" ST SEW RCP 2000D CLASS III	LF	\$ 36.00	225.0000	\$ 8,100.00		\$ -	225	\$ 8,100.00
9.00	15" ST SEW RCP 2000D CLASS III	LF	\$ 46.00	961.0000	\$ 44,206.00		\$ -	961	\$ 44,206.00
10.00	18" ST SEW RCP 2000D CLASS III	LF	\$ 38.00	208.0000	\$ 7,904.00		\$ -	208	\$ 7,904.00
11.00	24" ST SEW RCP 2000D CLASS III	LF	\$ 67.00	276.0000	\$ 18,492.00		\$ -	276	\$ 18,492.00
12.00	30" ST SEW RCP 2000D CLASS III	LF	\$ 77.00	184.0000	\$ 14,168.00		\$ -	184	\$ 14,168.00
13.00	36" ST SEW RCP 2000D CLASS III	LF	\$ 97.00	628.0000	\$ 60,916.00		\$ -	628	\$ 60,916.00
14.00	48" ST SEW RCP 2000D CLASS III	LF	\$ 173.00	20.0000	\$ 3,460.00		\$ -	20	\$ 3,460.00
15.00	RMVL OF ST SEW PIPE <36"	LF	\$ 10.50	396.0000	\$ 4,158.00		\$ -	396	\$ 4,158.00
16.00	PIPE APRON, RCP, 24"	EA	\$ 915.00	1.0000	\$ 915.00		\$ -	1	\$ 915.00
17.00	PIPE APRON, RCP, 36"	EA	\$ 1,425.00	1.0000	\$ 1,425.00		\$ -	1	\$ 1,425.00
18.00	PIPE APRON, RCP, 48"	EA	\$ 1,940.00	1.0000	\$ 1,940.00		\$ -	1	\$ 1,940.00
19.00	48" PIPE APRON FOOTING, CONCRE	EA	\$ 700.00	1.0000	\$ 700.00		\$ -	1	\$ 700.00
20.00	SUBDRAIN, LONGITUD TYPE 1, 6"	LF	\$ 9.35	4,670.0000	\$ 43,664.50		\$ -	4670	\$ 43,664.50
21.00	SUBDRAIN, FIELD TILE 6" NONPER	LF	\$ 13.48	205.0000	\$ 2,763.40		\$ -	205	\$ 2,763.40
22.00	SUBDRAIN CLEANOUT TYPE A1, 6"	EA	\$ 375.00	17.0000	\$ 6,375.00		\$ -	17	\$ 6,375.00
23.00	SUBDRAIN OUTLETS/CONNECT 6"	EA	\$ 112.00	28.0000	\$ 3,136.00		\$ -	28	\$ 3,136.00
24.00	WATERMAIN TRENCHED PVC 12"	LF	\$ 43.00	1,012.0000	\$ 43,516.00		\$ -	1012	\$ 43,516.00
25.00	RMVL OF WATERMAIN	LF	\$ 10.00	600.0000	\$ 6,000.00		\$ -	600	\$ 6,000.00
26.00	FITTING, DUCTILE IRON 12"	EA	\$ 712.00	21.0000	\$ 14,952.00		\$ -	22	\$ 15,664.00
27.00	VALVE, GATE, DIP, 12"	EA	\$ 2,500.00	8.0000	\$ 20,000.00		\$ -	9	\$ 22,500.00
28.00	FIRE HYDRANT ASSY	EA	\$ 4,610.00	3.0000	\$ 13,830.00		\$ -	4	\$ 18,440.00
29.00	VALVE BOX EXTENSION	EA	\$ 560.00	2.0000	\$ 1,120.00		\$ -	2	\$ 1,120.00
30.00	FIRE HYDRANT ADJUST	EA	\$ 1,900.00	1.0000	\$ 1,900.00		\$ -	1	\$ 1,900.00
31.00	FIRE HYDRANT ASSY RMVL	EA	\$ 650.00	2.0000	\$ 1,300.00		\$ -	2	\$ 1,300.00
32.00	MANHOLE, SW-401, 48"	EA	\$ 3,080.00	1.0000	\$ 3,080.00		\$ -	1	\$ 3,080.00
33.00	MANHOLE, SW-401, 72"	EA	\$ 5,640.00	2.0000	\$ 11,280.00		\$ -	2	\$ 11,280.00
34.00	MANHOLE, SW-401, 84"	EA	\$ 7,350.00	1.0000	\$ 7,350.00		\$ -	1	\$ 7,350.00
35.00	INTAKE, SW-505	EA	\$ 4,940.00	1.0000	\$ 4,940.00		\$ -	1	\$ 4,940.00
36.00	INTAKE, SW-509	EA	\$ 3,875.00	17.0000	\$ 65,875.00		\$ -	17	\$ 65,875.00
37.00	INTAKE, SW-510	EA	\$ 4,255.00	3.0000	\$ 12,765.00		\$ -	3	\$ 12,765.00
38.00	INTAKE, SW-512, 24"	EA	\$ 1,285.00	1.0000	\$ 1,285.00		\$ -	1	\$ 1,285.00

ST. ANDREWS DRIVE

Contract Item	Description	Unit of Measure	Unit Price	Awarded		Current		To Date	
				Units Contracted	Original Contract Total	Unit	Cost	Unit	Cost
39.00	INTAKE, SW-512, 30"	EA	\$ 1,510.00	4.0000	\$ 6,040.00		\$ -	4	\$ 6,040.00
40.00	MANHOLE ADJUST, MINOR	EA	\$ 1,450.00	2.0000	\$ 2,900.00		\$ -	2	\$ 2,900.00
41.00	CONNECT TO EXISTING INTAKE	EA	\$ 935.00	1.0000	\$ 935.00		\$ -	1	\$ 935.00
42.00	RMV INTAKE	EA	\$ 605.00	4.0000	\$ 2,420.00		\$ -	4	\$ 2,420.00
43.00	9" PCC PVMT	SY	\$ 45.35	11,268.0000	\$ 511,003.80		\$ -	11371.6	\$ 515,702.06
44.00	RMVL OF PVMT	SY	\$ 4.00	7,226.0000	\$ 28,904.00		\$ -	7329.6	\$ 29,318.40
45.00	RMVL OF SIDEWALK	SY	\$ 8.00	476.0000	\$ 3,808.00		\$ -	476	\$ 3,808.00
46.00	5" PCC SIDEWALK	SY	\$ 45.85	540.0000	\$ 24,759.00		\$ -	540	\$ 24,759.00
47.00	6" PCC SIDEWALK	SY	\$ 34.00	3,436.0000	\$ 116,824.00		\$ -	3436	\$ 116,824.00
48.00	DETECTABLE WARNINGS, CAST IRON	SF	\$ 35.00	368.0000	\$ 12,880.00		\$ -	368	\$ 12,880.00
49.00	6" DRIVEWAY TYPE A	SY	\$ 50.35	148.0000	\$ 7,451.80		\$ -	148	\$ 7,451.80
50.00	DRIVEWAY, GRANULAR	TON	\$ 30.00	31.0000	\$ 930.00		\$ -	31.2	\$ 936.00
51.00	BITUMINOUS PCC UNIT PAVERS BED	SF	\$ 17.23	4,256.0000	\$ 73,330.88		\$ -	4256	\$ 73,330.88
52.00	GRANULAR PCC UNIT PAVERS BED	SF	\$ 24.25	1,819.0000	\$ 44,110.75		\$ -	1819	\$ 44,110.75
53.00	PCC SUBSLAB OF UNIT PAVERS	SY	\$ 45.85	473.0000	\$ 21,687.05		\$ -	473	\$ 21,687.05
54.00	30" PCC RIBBON CURB	LF	\$ 36.35	248.0000	\$ 9,014.80		\$ -	248	\$ 9,014.80
55.00	RMVL OF TYPE A SIGN ASSY	EA	\$ 125.00	4.0000	\$ 500.00		\$ -	4	\$ 500.00
56.00	PERF SQUARE STEEL TUBE POST	LF	\$ 12.50	282.0000	\$ 3,525.00		\$ -	282	\$ 3,525.00
57.00	POST ANCHOR/BREAK AWAY INSTALL	EA	\$ 150.00	19.0000	\$ 2,850.00		\$ -	19	\$ 2,850.00
58.00	CONCRETE FOR POST ANCHOR INSTA	EA	\$ 275.00	4.0000	\$ 1,100.00		\$ -	4	\$ 1,100.00
59.00	TYPE A SIGNS, SHEET ALUMINUM	SF	\$ 20.00	223.0000	\$ 4,460.00		\$ -	223	\$ 4,460.00
60.00	PVMT PAINTED MARKING	STA	\$ 150.00	123.0600	\$ 18,459.00		\$ -	123.06	\$ 18,459.00
61.00	PAINTED SYMBOLS & LEGENDS	EA	\$ 275.00	8.0000	\$ 2,200.00		\$ -	8	\$ 2,200.00
62.00	PVMT MARKING RMVL	STA	\$ 125.00	24.1000	\$ 3,012.50		\$ -	24.1	\$ 3,012.50
63.00	SYMBOLS & LENGENDS RVML	EA	\$ 125.00	2.0000	\$ 250.00		\$ -	2	\$ 250.00
64.00	TEMP TRAFFIC CONTROL	LS	\$ 15,000.00	1.0000	\$ 15,000.00		\$ -	1	\$ 15,000.00
65.00	TEMP GRAVEL ACCESS DRIVES	TON	\$ 35.00	250.0000	\$ 8,750.00		\$ -	215.87	\$ 7,555.45
66.00	CONCRETE BARRIER RAIL	LF	\$ 50.00	105.0000	\$ 5,250.00		\$ -	105	\$ 5,250.00
67.00	CONVENT SEED/FERT/MULCH TY 4	AC	\$ 800.00	5.9000	\$ 4,720.00		\$ -	0	\$ -
68.00	HYDRAULIC SEED/FERT/MULCH TY 1	AC	\$ 3,975.00	2.6000	\$ 10,335.00		\$ -	2.6	\$ 10,335.00
69.00	HYDRAULIC SEED/FERT/MULCH TY 2	AC	\$ 3,675.00	3.3000	\$ 12,127.50		\$ -	3.3	\$ 12,127.50
70.00	SWPPP MGMT	LS	\$ 2,400.00	1.0000	\$ 2,400.00		\$ -	1	\$ 2,400.00
71.00	SILT FENCE OR TUBE 8" DIA	LF	\$ 1.65	9,900.0000	\$ 16,335.00		\$ -	7496	\$ 12,368.40
72.00	PERMEABLE DITCH CHECK	LF	\$ 6.00	535.0000	\$ 3,210.00		\$ -	235	\$ 1,410.00
73.00	RMVL OF SEDIMENT SF,CF, OR DC	LF	\$ 0.50	1,000.0000	\$ 500.00		\$ -	40	\$ 20.00
74.00	RMVL OF DEVICE, SF,CF, OR DC	LF	\$ 0.10	9,900.0000	\$ 990.00		\$ -	7496	\$ 749.60
75.00	BIODEGDE EROSION CONTROL BLNKT	SQ	\$ 16.00	425.0000	\$ 6,800.00		\$ -	216	\$ 3,456.00
76.00	OPEN THROAT INTAKE PROT DEVICE	EA	\$ 75.00	4.0000	\$ 300.00		\$ -	2	\$ 150.00
77.00	AREA DRAIN, INLET PROT DEVICE	EA	\$ 50.00	9.0000	\$ 450.00		\$ -	5	\$ 250.00
78.00	WATERING FO RPLANTS	MGAL	\$ 270.00	40.0000	\$ 10,800.00	2.9	\$ 783.00	2.9	\$ 783.00
79.00	INSTAL/FURNISH 2.5" TREE	EA	\$ 531.67	12.0000	\$ 6,380.04		\$ -	12	\$ 6,380.04
80.00	INSTAL/FURNISH 5 GAL SHRUBS	EA	\$ 43.48	48.0000	\$ 2,087.04		\$ -	48	\$ 2,087.04
81.00	INSTAL/FURNISH 1 GAL PERENNIAL	EA	\$ 11.35	1,890.0000	\$ 21,451.50		\$ -	1890	\$ 21,451.50
82.00	AMENDED SOIL 24"	CY	\$ 87.50	857.0000	\$ 74,987.50		\$ -	857	\$ 74,987.50
83.00	LIMESTONE OUTCROPPING	SF	\$ 74.15	520.0000	\$ 38,558.00		\$ -	520	\$ 38,558.00
84.00	LIMESTONE EDGING	LF	\$ 14.60	80.0000	\$ 1,168.00		\$ -	80	\$ 1,168.00
85.00	DECORATIVE ROCK MULCH	CF	\$ 5.35	3,115.0000	\$ 16,665.25		\$ -	3115	\$ 16,665.25


ST. ANDREWS DRIVE

Contract Item	Description	Unit of Measure	Unit Price	Awarded		Current		To Date	
				Units Contracted	Original Contract Total	Unit	Cost	Unit	Cost
86.00	SITE FURNITURE- BENCH	EA	\$ 6,400.00	1.0000	\$ 6,400.00		\$ -	1	\$ 6,400.00
87.00	SITE FURNITURE- BIKE REPAIR ST	EA	\$ 2,000.00	1.0000	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
88.00	LIGHT ASSY- L1, RDWY LIGHT/REC	EA	\$ 6,200.00	6.0000	\$ 37,200.00	4.4	\$ 27,280.00	5.4	\$ 33,480.00
89.00	LIGHT ASSY-L2, PED LIGHT	EA	\$ 4,000.00	8.0000	\$ 32,000.00	5.2	\$ 20,800.00	7.2	\$ 28,800.00
90.00	LIGHT ASSY- L3, CTR ISLD UPLGT	EA	\$ 580.00	10.0000	\$ 5,800.00		\$ -	10	\$ 5,800.00
91.00	CONTROL CABINET	EA	\$ 11,860.00	1.0000	\$ 11,860.00	1	\$ 11,860.00	1	\$ 11,860.00
92.00	ELECTRICAL CIRCUITS	LF	\$ 9.00	1,900.0000	\$ 17,100.00		\$ -	1900	\$ 17,100.00
93.00	HANDHOLES/JUNCTION BOXES	EA	\$ 406.00	10.0000	\$ 4,060.00		\$ -	10	\$ 4,060.00
94.00	RECPETACLE- CTR ISLD	EA	\$ 450.00	4.0000	\$ 1,800.00		\$ -	4	\$ 1,800.00
95.00	EROSION STONE	TON	\$ 30.00	235.0000	\$ 7,050.00		\$ -	176	\$ 5,280.00
96.00	REVENTMENT CLASS E	TON	\$ 48.00	75.0000	\$ 3,600.00		\$ -	52	\$ 2,496.00
97.00	TEMP FENCE CONSTRUCTION 48"	LF	\$ 12.00	700.0000	\$ 8,400.00		\$ -	748	\$ 8,976.00
98.00	MOBILIZATION MPI	LS	\$ 100,000.00	1.0000	\$ 100,000.00		\$ -	1	\$ 100,000.00
99.00	MAINT OF POSTAL SERVICE	LS	\$ 500.00	1.0000	\$ 500.00		\$ -	1	\$ 500.00
100.00	MAINT OF SOLID WASTE COLLECTIO	LS	\$ 500.00	1.0000	\$ 500.00		\$ -	1	\$ 500.00
101.00	CONCRETE WASHOUT	LS	\$ 2,500.00	1.0000	\$ 2,500.00		\$ -	1	\$ 2,500.00
	Stored Material - PCC Material	LS	\$ 46,205.83				\$ -	0	\$ -
	Stored Material - Bench	LS	\$ 6,100.00				\$ -	0	\$ -
CO-01 - 8001	Galvanized Bike Station	LS	\$ 250.00				\$ -	1	\$ 250.00
CO-01 - 8002	Field Tile Work	LS	\$ 13,788.05				\$ -	1	\$ 13,788.05
CO-03 - 8003	Tree Revision	LS	\$ 604.80				\$ -	1	\$ 604.80
				Totals	\$ 2,346,401.56	Total Current	\$ 68,495.50	Total To Date	\$ 2,338,654.52

Original Contract Sum	\$ 2,346,401.56
Net Change by Change Order	\$ 14,642.85
Contract Sum to Date	\$ 2,361,044.41
Total Completed and Stored to Date	\$ 2,338,654.52
Less Retainage	\$ 34,840.00
Total Earned Less Retainage	\$ 2,303,814.52
Less Previous Certificates for Payment	\$ 2,156,651.07
Current Payment Due	\$ 147,163.45

\$ 46,840.00
\$ 2,291,814.52

ENGINEER'S RECOMMENDED
VALUE OF RETAINAGE

Contractor Metro Pavers, INC. 	Engineer Shive-Hattery, INC, Josiah Bilskemper, P.E.	Owner City of North Liberty Ryan Heiar
Title Project Manager	Title Project Engineer	Title City Administrator
Date 12/16/2020	Date 12 / 16 / 20	Date _____



Automatic Aid Agreements

**AUTOMATIC AID AGREEMENT - INTERSTATE 380
CORALVILLE FIRE DEPARTMENT AND NORTH LIBERTY FIRE
DEPARTMENT**

This Automatic Aid Agreement is entered into by and between the City of Coralville (hereinafter "Coralville"), an Iowa municipal corporation, and the City of North Liberty (hereinafter "North Liberty"), an Iowa municipal corporation. Coralville and North Liberty are individually each a "Party" to this Agreement, and may be collectively described as "the Parties."

RECITALS

WHEREAS, the Coralville Fire Department (CFD) and North Liberty Fire Department ("NLFD") (together, the "departments") both provide fire, first responder and rescue emergency response services to areas which include portions of Iowa Interstate Highway 380; and

WHEREAS, motor vehicle collisions and motor vehicle fires on Interstate 380 sometimes occur in locations that extend travel times or overtax the resources available to the NLFD and the CFD; and

WHEREAS, the timely response of sufficient emergency and rescue personnel and equipment to motor vehicle collisions and motor vehicle fires can improve the likelihood of successful outcomes for such incidents; and

WHEREAS, both departments receive and respond to calls for service as dispatched by the Johnson County Joint Emergency Communications Center ("JECC"); and

WHEREAS, both departments wish to enter into an automatic aid agreement pursuant to Iowa Code § 28E.31 to help maximize the effectiveness for rescue and fire response,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **JECC Page for Service.** The Parties shall work together and with JECC to ensure the delivery of an automatic and simultaneous page from within JECC's computer-aided dispatch system to both departments in the event of an incident that qualifies as a "motor vehicle accident" or "vehicle fire"


(together, "qualifying emergency incidents") within the designated area of their respective fire districts, as set forth in Paragraphs 3 and 4, below.


2. **Automatic Response and Logistics.** The Parties agree to automatically respond upon receiving a page from JECC for a qualifying emergency incident within their designated response areas as set forth below. The logistics of each party's response shall be governed by the Chapter 28E Mutual Aid Agreement already in effect among and between the Parties, and by the standard principles of the National Incident Management System.
3. **CFD Response in North Liberty Fire District.** CFD will respond automatically to JECC pages for service arising from qualifying emergency incidents in the northbound lanes of Interstate 380 between Exit 2 (Forevergreen Road) and Exit 4 (Penn Street), inclusive of the northbound Interstate 380 on-ramp at Exit 2 and the northbound off-ramp from Interstate 380 at Exit 4. Said ramps are more particularly described by the Iowa Department of Transportation (Iowa DOT) as Ramp D for Exit 2, and ramp B for Exit 4.
4. **NLFD Response in Coralville Fire District.** NLFD will respond automatically to JECC pages for service arising from qualifying emergency incidents on the southbound on-ramp to Interstate 380 at Exit 2. Said ramp is more particularly described by the Iowa DOT as Ramp C for Exit 2.
5. **Resources Provided.** In the event of an automatic aid request, each department will directly send resources as determined by their respective standard operating guidelines, which are driven by the type of call for service.
6. **Effective upon Execution, Amendment.** This Agreement becomes effective upon execution by both of the Parties. The Parties may amend this Agreement in writing from time to time as they may determine.
7. **Withdrawal.** Either party may withdraw from this Agreement by giving sixty (60) days' written notice to the other party.
8. **Execution of Instruments.** The Parties agree to promptly execute whatever documents may be necessary to give full effect to their obligations under this Agreement.

9. **Incorporation of Recitals.** The recital paragraphs appearing at the beginning of this Agreement are substantive portions hereof and are incorporated by this reference herein.
10. **Captions/Titles.** The paragraph titles, headings, and/or captions set forth in this Agreement have been employed solely as a means of reference and convenience. Such designations shall not affect the interpretation or construction of this Agreement and shall not define, limit, extend, or otherwise describe the scope of the Agreement or the intent of any provisions hereof. Such designations are not substantive.
11. **Acknowledgment of Understanding.** The Parties acknowledge that they have read the foregoing Agreement, understand its terms, and freely and voluntarily execute the Agreement.
12. **Execution in Counterparts; Facsimile Signatures.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and which counterparts shall together contain the signatures of all of the Parties hereto and shall constitute a single binding, and complete Agreement. The Parties agree that facsimile signatures are and will be treated the same as original signatures.

[Remainder of this page intentionally left blank]

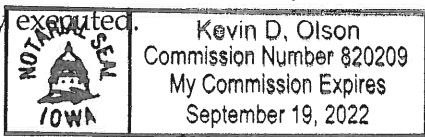
CITY OF CORALVILLE, IOWA

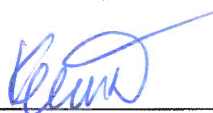
By: 
John Lundell, Mayor

ATTEST: 
Thorsten Johnson, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 15 day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Lundell and Thorsten Johnson, 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 Coralville, 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. 2020-172 of the City Council on the ____ day of October, 2020; and that John Lundell and Thorsten Johnson 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

CITY OF NORTH LIBERTY, IOWA

By: _____
Terry L. Donahue, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 2020, 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 _____, 2020; 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. 2020 - 171

RESOLUTION APPROVING AUTOMATIC AID AGREEMENTS BETWEEN THE CITY OF CORALVILLE AND THE CITY OF IOWA CITY, CITY OF NORTH LIBERTY AND CITY OF TIFFIN.

WHEREAS, the City Council of the City of Coralville has heretofore deemed it necessary and desirable to give automatic aid to and to receive automatic aid from the City of Iowa City Fire Department, City of North Liberty Fire Department and City of Tiffin Fire Department in case of motor vehicle collisions and motor vehicle fires on I-80, I-380, Hwy 218 and/or the I-80/I-380 Interchange; and

WHEREAS, the City Council of the City of Iowa City, City of North Liberty and City of Tiffin have also deemed it necessary and desirable to give automatic aid to and to receive automatic aid from the City of Coralville Fire Department in case of motor vehicle collisions and motor vehicle fires on I-80, I-380, Hwy 218 and/or the I-80/I-380 Interchange; and

WHEREAS, all cities have submitted an Automatic Aid Agreements detailing the terms and conditions for providing and receiving automatic aid in the case of motor vehicle collisions and motor vehicle fires on I-80, I-380, Hwy 218 and/or the I-80/I-380 Interchange.

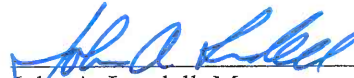
WHEREAS, the Fire Chief has recommended approval of said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that the aforementioned agreements be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor or Mayor Pro-tem and City Clerk are hereby authorized and directed to execute said agreements on behalf of the City.

* * * * *

Passed and approved this 13th day of October, 2020.



John A. Lundell, Mayor

ATTEST:

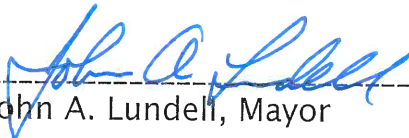


Thorsten J. Johnson, City Clerk

The above foregoing Resolution 2020-172 was introduced by Council Member Huynh moved for its adoption. This motion was seconded by Council Member Gross after discussion, the following roll was called:

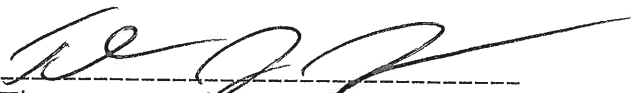
AYES: Huynh, Dodds, Goodrich, Foster, Gross
NAYS: None
ABSENT: None

Whereupon the Mayor declared the motion duly carried and the Resolution duly adopted October 13, 2020.



John A. Lundell, Mayor

ATTEST:



Thorsten J. Johnson, City Clerk

CERTIFICATE

I, Thorsten J. Johnson, City Clerk of the City of Coralville, Johnson County, Iowa, hereby certify that the foregoing Resolution No. 2020-172 was duly passed by the City Council on October 13, 2020 at a Regular meeting of said City Council held in City Hall.

Seal



Thorsten J. Johnson, City Clerk

Resolution No. 2020-103

A RESOLUTION APPROVING THE AUTOMATIC AID AGREEMENT – INTERSTATE 380 BETWEEN THE CITY OF CORALVILLE AND THE CITY OF NORTH LIBERTY

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

WHEREAS, the occasions arise that resources are necessary above what the City of North Liberty Fire Department has available; and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for automatic aid for Interstate 380.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and the City of Coralville for Automatic Aid – Interstate 380 is approved.

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

APPROVED AND ADOPTED this 22nd day of December, 2020.

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

**AUTOMATIC AID AGEEMENT - INTERSTATE 380
TIFFIN FIRE ASSOCIATION AND NORTH LIBERTY FIRE
DEPARTMENT**

This Automatic Aid Agreement is entered into by and between the Tiffin Fire Association (hereinafter "TFA"), a nonprofit corporation organized under Iowa Code Chapter 504, and the City of North Liberty (hereinafter "North Liberty"), an Iowa municipal corporation. TFA and North Liberty are individually each a "Party" to this Agreement and may be collectively described as "the Parties."

RECITALS

WHEREAS, the TFA and North Liberty Fire Department ("NLFD") (together, the "departments") both provide fire, first responder and rescue emergency response services to areas which include portions of Iowa Interstate 380; and

WHEREAS, motor vehicle collisions and motor vehicle fires on Interstate 380 sometimes occur in locations that extend travel times or overtax the resources available to the NLFD and the TFA; and

WHEREAS, the timely response of sufficient emergency and rescue personnel and equipment to motor vehicle collisions and motor vehicle fires can improve the likelihood of successful outcomes for such incidents; and

WHEREAS, both departments receive and respond to calls for service as dispatched by the Johnson County Joint Emergency Communications Center ("JECC"); and

WHEREAS, both departments wish to enter into an automatic aid agreement pursuant to Iowa Code § 28E.31 to help maximize the effectiveness for rescue and fire response,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **JECC Page for Service.** The Parties shall work together and with JECC to ensure the delivery of an automatic and simultaneous page from within JECC's computer-aided dispatch system to both departments in the event of an incident that qualifies as a "motor vehicle accident" or "vehicle fire" (together, "qualifying emergency incidents") within the designated area of their respective fire districts, as set forth in Paragraphs 3 and 4, below.

2. **Automatic Response and Logistics.** The Parties agree to automatically respond upon receiving a page from JECC for a qualifying emergency incident within their designated response areas as set forth below. The logistics of each party's response shall be governed by the Chapter 28E Mutual Aid Agreement already in effect among and between the Parties, and by the standard principles of the National Incident Management System.
3. **NLFD Response in Tiffin Fire District.** NLFD will respond automatically to JECC pages for service arising from qualifying emergency incidents in the southbound lanes of Interstate 380 between Exit 2 (Forevergreen Road) and Exit 0 (to Interstate 80), inclusive of the westbound and eastbound Interstate 80 on-ramps originating from Interstate 380, when constructed. Said Interstate 80 on-ramps are more particularly described as ramps C and F, as designated by the Iowa Department of Transportation.
4. **TFA Response in North Liberty Fire District.** TFA will respond automatically to JECC pages for service arising from qualifying emergency incidents in the southbound lanes of Interstate 380 between Exit 4 (Penn Street) and Exit 2.
5. **Resources Provided.** In the event of an automatic aid request, each department will directly send resources as determined by their respective standard operating guidelines, which are driven by the type of call for service.
6. **Effective upon Execution, Amendment.** This Agreement becomes effective upon execution by both of the Parties. The Parties may amend this Agreement in writing from time to time as they may determine.
7. **Withdrawal.** Either party may withdraw from this Agreement by giving sixty (60) days' written notice to the other party.
8. **Execution of Instruments.** The Parties agree to promptly execute whatever documents may be necessary to give full effect to their obligations under this Agreement.
9. **Incorporation of Recitals.** The recital paragraphs appearing at the beginning of this Agreement are substantive portions hereof and are incorporated by this reference herein.

10. **Captions/Titles.** The paragraph titles, headings, and/or captions set forth in this Agreement have been employed solely as a means of reference and convenience. Such designations shall not affect the interpretation or construction of this Agreement and shall not define, limit, extend, or otherwise describe the scope of the Agreement or the intent of any provisions hereof. Such designations are not substantive.
11. **Acknowledgment of Understanding.** The Parties acknowledge that they have read the foregoing Agreement, understand its terms, and freely and voluntarily execute the Agreement.
12. **Execution in Counterparts; Facsimile Signatures.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and which counterparts shall together contain the signatures of all of the Parties hereto and shall constitute a single binding, and complete Agreement. The Parties agree that facsimile signatures are and will be treated the same as original signatures.

[Remainder of this page intentionally left blank]

TIFFIN FIRE ASSOCIATION

By: Eugene Charbon
Gene Charbon, Association President

Date: 11-17-20

By: Brian Detert
Brian Detert, Fire Chief

Date: 11-17-2020

CITY OF NORTH LIBERTY, IOWA

By: _____
Terry L. Donahue, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 2020, 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 _____, 2020; 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. 2020-104

A RESOLUTION APPROVING THE AUTOMATIC AID AGREEMENT – INTERSTATE 380 BETWEEN TIFFIN FIRE ASSOCIATION AND THE CITY OF NORTH LIBERTY

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

WHEREAS, the occasions arise that resources are necessary above what the City of North Liberty Fire Department has available; and

WHEREAS, it is the parties’ desire to agree and establish, in writing, their understanding concerning the agreement for automatic aid for Interstate 380.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and the Tiffin Fire Association for Automatic Aid – Interstate 380 is approved.

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

APPROVED AND ADOPTED this 22nd day of December, 2020.

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



Ranshaw Way Project

Resolution No. 2020-105

**ESTABLISHING FAIR MARKET VALUE AND JUST
COMPENSATION FOR THE ACQUISITION OF CERTAIN
PROPERTIES FOR THE HIGHWAY 965 PHASE 5
IMPROVEMENT PROJECT**

WHEREAS, the City Council of North Liberty, Iowa, intends to acquire portions of certain properties or an interests in real properties for the Highway 965 Phase 5 Improvement Project owned by the respective Owners stated herein;

WHEREAS, The City of North Liberty, Iowa, pursuant to Section 6B.54, Code of Iowa, has obtained appraisals in regard to each of the below-identified properties;

WHEREAS, Section 6B.54, Code of Iowa, requires the City of North Liberty, Iowa to establish the amount which it believes to be just compensation for the real property based on said appraisals; and

WHEREAS, Sections 6B.2B and 6B.45, Code of Iowa, require the City of North Liberty, Iowa to make good-faith effort to negotiate with each property owner(s) to acquire the respective portion of property based on said established amount of just compensation.

BE IT RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA that the established amount of just compensation for each of the respective following properties is as follows:

- A. Owner(s): Alberhasky Westwood, LLC and Brogosolo, LLC

Property: Lot 4, Country Living Subdivision Part III, an addition to the City of North Liberty, Iowa, according to the plat thereof recorded in Book 19, Page 9, Plat Records of Johnson County, Iowa.

The portions of the above property which the City of North Liberty, Iowa intends to acquire or condemn is described and shown in the attached Permanent Landscape, Lighting, Traffic Signal and Sidewalk Easement marked Exhibit A-1 and Temporary Construction Easement marked Exhibit A-2.

The City of North Liberty, Iowa has caused a value-finding appraisal of the property

to be made and reviewed. Upon consideration of the nature and extent of the acquisitions, the appraisals determined an amount of \$6,565.00 to be just compensation to the Owner(s).

B. Owner(s): Casey's Marketing Company

Property: Lot 1, Haines 1st Subdivision, North Liberty, Iowa, according to the plat thereof recorded in Book 16, Page 71, Plat Records of Johnson County, Iowa.

The portions of the above property which the City of North Liberty, Iowa intends to acquire or condemn is described and shown in the attached Right-of-Way Acquisition Plat marked Exhibit B-1 and Temporary Construction Easement marked Exhibit B-2.

The City of North Liberty, Iowa has caused a value-finding appraisal of the property to be made and reviewed. Upon consideration of the nature and extent of the acquisitions, the appraisals determined an amount of \$9,460.00 to be just compensation to the Owner(s).

C. Owner(s): Fairview II Condo Owners Association

Property: Auditor's Parcel 96111 according to the Plat thereof recorded in Plat Book 37, Page 129, Plat Records of Johnson County, Iowa.

The portions of the above property which the City of North Liberty, Iowa intends to acquire or condemn is described and shown in the attached Permanent Landscape and Sidewalk Easement marked Exhibit C-1, the Permanent Sanitary Sewer Easement marked Exhibit C-2, and the Temporary Construction Easement marked Exhibit C-3.

The City of North Liberty, Iowa has caused a value-finding appraisal of the property to be made and reviewed. Upon consideration of the nature and extent of the acquisitions, the appraisals determined an amount of \$13,815.00 to be just compensation to the Owner(s).

D. Owner(s): Fareway Stores, Inc.

Property: Auditor's Parcel 97108 according to the Plat thereof recorded in Plat Book 38, Page 147, Plat Records of Johnson County, Iowa.

The portions of the above property which the City of North Liberty, Iowa intends to acquire or condemn is described and shown in the attached Permanent Landscape and Sidewalk Easement marked Exhibit D-1, and the Temporary Construction Easement marked Exhibit D-2.

The City of North Liberty, Iowa has caused a value-finding appraisal of the property to be made and reviewed. Upon consideration of the nature and extent of the acquisitions, the appraisals determined an amount of \$8,275.00 to be just compensation to the Owner(s).

E. Owner(s): Holiday Mobile Lodge, Inc.

Property: part of Southwest Quarter of the Northeast Quarter of Section 13, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County.

The portions of the above property which the City of North Liberty, Iowa intends to acquire or condemn is described and shown in the attached Permanent Landscape and Sidewalk Easement marked Exhibit E-1, and the Temporary Construction Easement marked Exhibit E-2.

The City of North Liberty, Iowa has caused a value-finding appraisal of the property to be made and reviewed. Upon consideration of the nature and extent of the acquisitions, the appraisals determined an amount of \$16,350.00 to be just compensation to the Owner(s).

F. Owner(s): MH Golfview, LLC, and MD Golfview, LLC

Property: Golfview Mobile Home Court, North Liberty, Iowa, as shown by the plat thereon in Plat Book 24, Page 51, Plat Records of Johnson County, Iowa.

The portions of the above property which the City of North Liberty, Iowa intends to acquire or condemn is described and shown in the attached Right-of-Way Acquisition Plat marked Exhibit F-1, the Permanent Drainageway Easement marked Exhibit F-2, and two Temporary Construction Easements marked Exhibit F-3.

The City of North Liberty, Iowa has caused a value-finding appraisal of the property to be made and reviewed. Upon consideration of the nature and extent of the acquisitions,

the appraisals determined an amount of \$94,590.00 to be just compensation to the Owner(s).

G. Owner(s): Silver Oak Development, Inc.

Property: Lot 1 and 2, Quail Creek Eighth Addition to North Liberty, Iowa, and Auditor's Parcel 97025, Auditor's Parcel 97109, and Auditor's Parcel 2001011, North Liberty, Johnson County, Iowa.

The portions of the above property which the City of North Liberty, Iowa intends to acquire or condemn is described and shown in the attached Permanent Landscape, Water Main, Sanitary Sewer, Storm Sewer and Sidewalk Easement marked Exhibit G-1, and Temporary Construction Easement marked Exhibit G-2.

The City of North Liberty, Iowa has caused a value-finding appraisal of the property to be made and reviewed. Upon consideration of the nature and extent of the acquisitions, the appraisals determined an amount of \$19,500.00 to be just compensation to the Owner(s).

H. Owner(s): Lynn Marie Snyder

Property:

The portions of the above property which the City of North Liberty, Iowa intends to acquire or condemn is described and shown in the attached Permanent Storm Sewer and Landscape Easement marked Exhibit H-1, and Temporary Construction Easement marked Exhibit H-2.

The City of North Liberty, Iowa has caused a value-finding appraisal of the property to be made and reviewed. Upon consideration of the nature and extent of the acquisitions, the appraisals determined an amount of \$2,560.00 to be just compensation to the Owner(s).

I. Owner(s): TL&L, Inc.

Property: Part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 80 North, Range 7 West of the 5th PM, North Liberty, Johnson County, Iowa.

The portions of the above property which the City of North Liberty, Iowa intends to

acquire or condemn is described and shown in the attached Right-of-Way Acquisition Plat marked Exhibit I-1, and Temporary Construction Easement marked Exhibit I-2.

The City of North Liberty, Iowa has caused a value-finding appraisal of the property to be made and reviewed. Upon consideration of the nature and extent of the acquisitions, as well as damage to existing trees, the appraisals determined an amount of \$75,400.00 to be just compensation to the Owner(s).

WHEREAS, Section 6B.2B and 6B.45, Code of Iowa, require the City of North Liberty, Iowa to make a good-faith effort to negotiate with each property owner(s) to purchase the respective portion of property before proceeding with condemnation; and,

WHEREAS, Section 6B.45, Code of Iowa, requires the City of North Liberty, Iowa to establish the amount of just compensation to the owner(s) to be based upon said appraisals; and

WHEREAS, the City of North Liberty, Iowa desires to establish the fair market value of just compensation to be paid to each owner(s).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA AS FOLLOWS:

1. Just compensation for the portion of property to be acquired or condemned from Alberhasky Westwood, LLC, and Brogosolo, LLC, is established to be \$6,565.00.
2. Just compensation for the portion of property to be acquired or condemned from Casey's Marketing Company is established to be \$9,460.00.
3. Just compensation for the portion of property to be acquired or condemned from Fairview II Condo Owners Association is established to be \$13,815.00.
4. Just compensation for the portion of property to be acquired or condemned from Fareway Stores, Inc., is established to be \$8,275.00.
5. Just compensation for the portion of property to be acquired or condemned from Holiday Mobile Lodge, Inc., is established to be \$16,350.00.
6. Just compensation for the portion of property to be acquires or condemned from MH Golfview, LLC, and MD Golfview, LLC, is established to be

\$94,590.00.

7. Just compensation for the portion of property to be acquired or condemned from Silver Oak Development, Inc., is established to be \$19,500.00.
8. Just compensation for the portion of property to be acquired or condemned from Lynn Marie Snyder is established to be \$2,560.00.
9. Just compensation for the portion of property to be acquired or condemned from T L & L, Inc. is established to be \$75,400.00.

The North Liberty, Iowa, City Attorney, Grant Lientz, is hereby directed to submit a copy of the pertinent appraisal to each property owner(s) as required by Section 6B.45, Code of Iowa, and to commence negotiation for the purchase of each of the above-described portions of property at the above-stated fair market values of just compensation, and to initiate acquisition of the property interests by condemnation, should such negotiations not be successful.

APPROVED AND ADOPTED this 22nd day of December, 2020.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

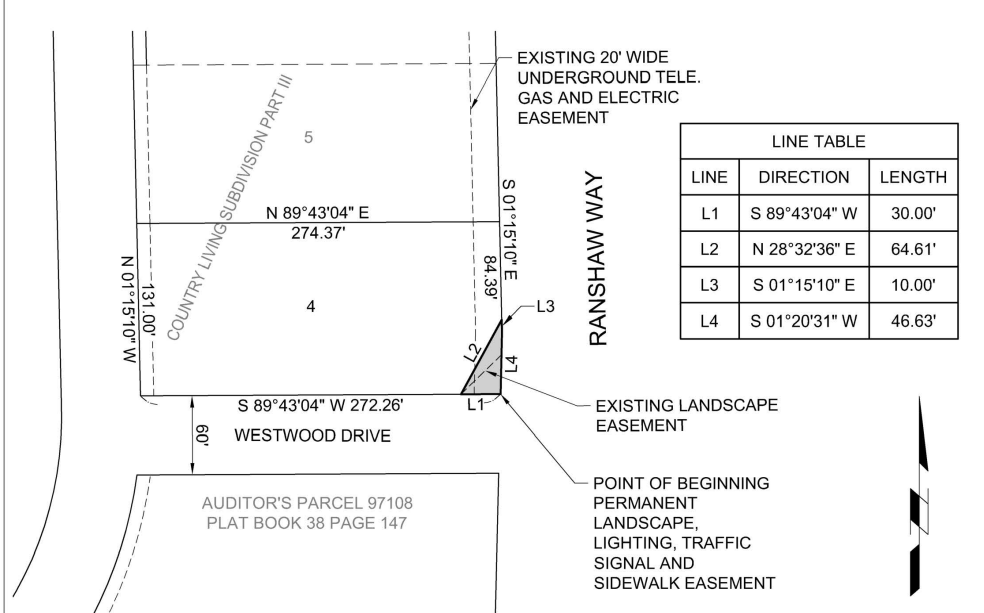
ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

EXHIBIT A-1

**EASEMENT EXHIBIT
PERMANENT LANDSCAPE, LIGHTING, TRAFFIC SIGNAL
AND SIDEWALK EASEMENT**
A PART OF LOT 4, COUNTRY LIVING SUBDIVISION PART III
JOHNSON COUNTY, IOWA



DESCRIPTION

A permanent landscape, lighting, traffic signal and sidewalk easement on that part of Lot 4, Country Living Subdivision Part III (Final Plat recorded in Plat Book 19, Page 9 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the southeast corner of said Lot 4;

thence South 89°43'04" West 30.00 along the south line of said Lot 4, said line also being the northerly right-of-way line of Westwood Drive (assumed bearing for this description only);

thence North 28°32'36" East 64.61 feet to a point of intersection with an easterly line of said Lot 4 and the westerly right line of Ranshaw Way;

thence South 1°15'10" East 10.00 feet along said easterly line and said westerly right-of-way line;

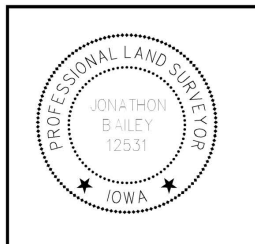
thence South 1°20'31" West 46.63 feet along an easterly line of said Lot 4 and said westerly right-of-way line to the point of beginning.

Area: Total area 860 square feet with a net of 401 square feet which excludes the existing landscape easement.

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

LEGEND

- FOUND IRON ROD
- SET 5/8" IRON ROD W/ YELLOW CAP #12531



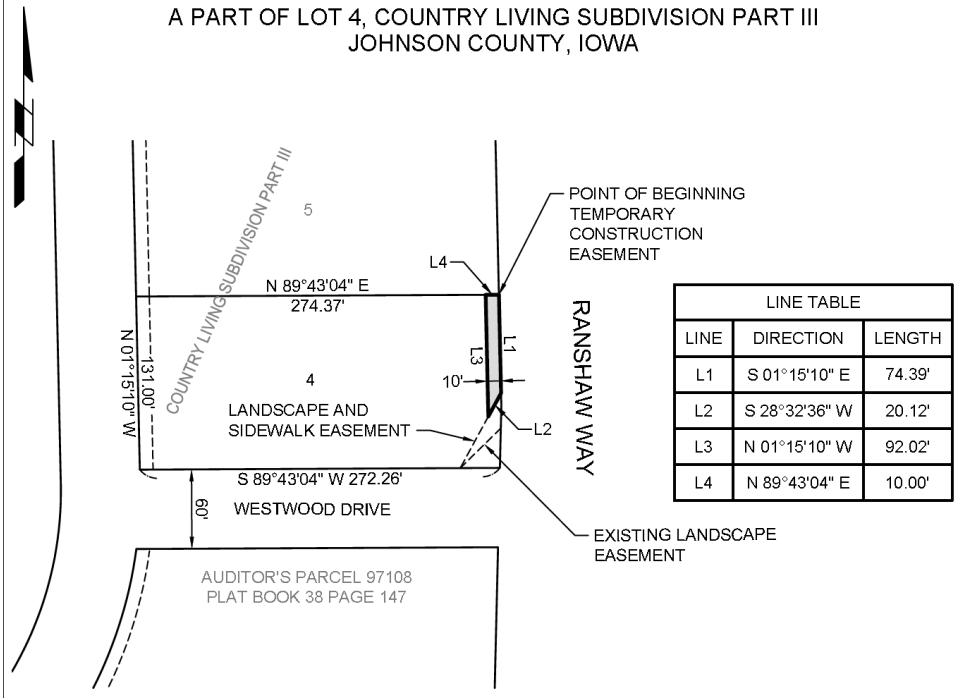
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____
 NAME: JONATHON BAILEY
 DATE: _____ LICENSE NUMBER: 12531
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

EASEMENT EXHIBIT				PROJECT NO.
LOT 4, COUNTRY LIVING SUB. PT. III				119343-0
BROGOSOLO, LLC & ALBERHASKY WESTWOOD, LLC				
NORTH LIBERTY, JOHNSON COUNTY, IOWA				
DATE	8/09/20	SCALE	AS SHOWN	SHEET NO.
DRAWN	JSB	FIELD BOOK	--	
APPROVED	JSB	REVISION	--	1 of 1

EXHIBIT A-2

EASEMENT EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
 A PART OF LOT 4, COUNTRY LIVING SUBDIVISION PART III
 JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 01°15'10" E	74.39'
L2	S 28°32'36" W	20.12'
L3	N 01°15'10" W	92.02'
L4	N 89°43'04" E	10.00'

DESCRIPTION

A temporary construction easement on that part of Lot 4, Country Living Subdivision Part III (Final Plat recorded in Plat Book 19, Page 9 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

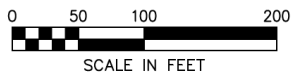
Beginning at the northeast corner of said Lot 4;

thence South 1°15'10" East 74.39 along an easterly line of said Lot 4, said line also being the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);

thence South 28°32'36" West 20.12 feet;

thence North 1°15'10" West 92.02 feet to a point of intersection with the north line of said Lot 4;

thence North 89°43'04" East 10.00 along said north line to the point of beginning and containing 832 square feet more or less.



EASEMENT EXHIBIT			
LOT 4, COUNTRY LIVING SUB. PT. III			
BROGOSOLO, LLC & ALBERHASKY WESTWOOD, LLC			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	6/25/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

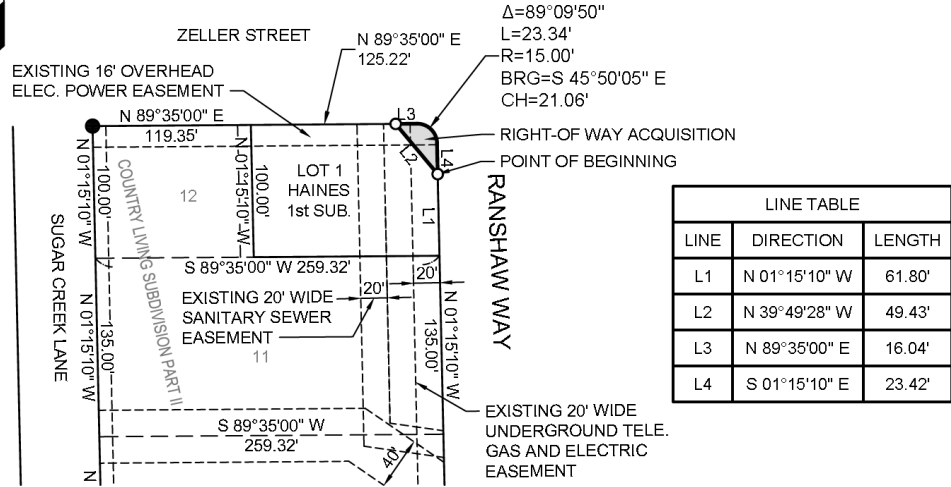
EXHIBIT B-2

INDEX LEGEND

LOCATION : A PART OF LOT 1, HAINES FIRST SUBDIVISION,
NORTH LIBERTY, JOHNSON COUNTY, IOWA

REQUESTOR : THE CITY OF NORTH LIBERTY
PROPRIETOR : CASEY'S MARKETING COMPANY
SURVEYOR : JONATHON BAILEY, P.L.S.
SURVEY : SHIVE-HATTERY, INC.
COMPANY : 2839 NORTHGATE DR. IOWA CITY, IA 52245
RETURN TO : THE CITY OF NORTH LIBERTY

THIS SPACE RESERVED FOR RECORDER'S USE



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 01°15'10" W	61.80'
L2	N 39°49'28" W	49.43'
L3	N 89°35'00" E	16.04'
L4	S 01°15'10" E	23.42'

DESCRIPTION

That part of Lot 1, Haines First Subdivision (Final Plat recorded in Plat Book 16, Page 71 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the southeast corner of said Lot 1;

thence North 1°15'10" West 61.80 feet along an easterly line of said Lot 11 and the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only) to the point of beginning;

thence North 39°49'28" West 49.43 feet to a point of intersection with the north line of said Lot 1 and the southerly right-of-way of Zeller Street;

thence North 89°35'00" East 16.04 feet along said north line and southerly right-of-way to a point of curvature;

thence southeasterly 23.34 feet along the arc of a 15.00 foot radius curve concave southwesterly (chord bearing South 45°50'05" East 21.06 feet) said arc being the right-of-way of Zeller Street and Ranshaw Way;

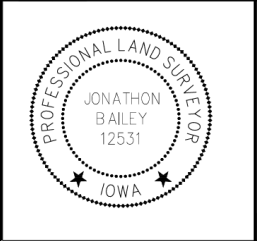
thence South 1°15'10" East 23.42 feet along the east line of said Lot 1 and the westerly right-of-way of said Ranshaw Way to the point of beginning and containing 542 square feet more or less.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 1836-5.1(5)

LEGEND

- FOUND IRON ROD
- SET 5/8" IRON ROD W/ YELLOW CAP #12531

SCALE IN FEET



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____

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 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

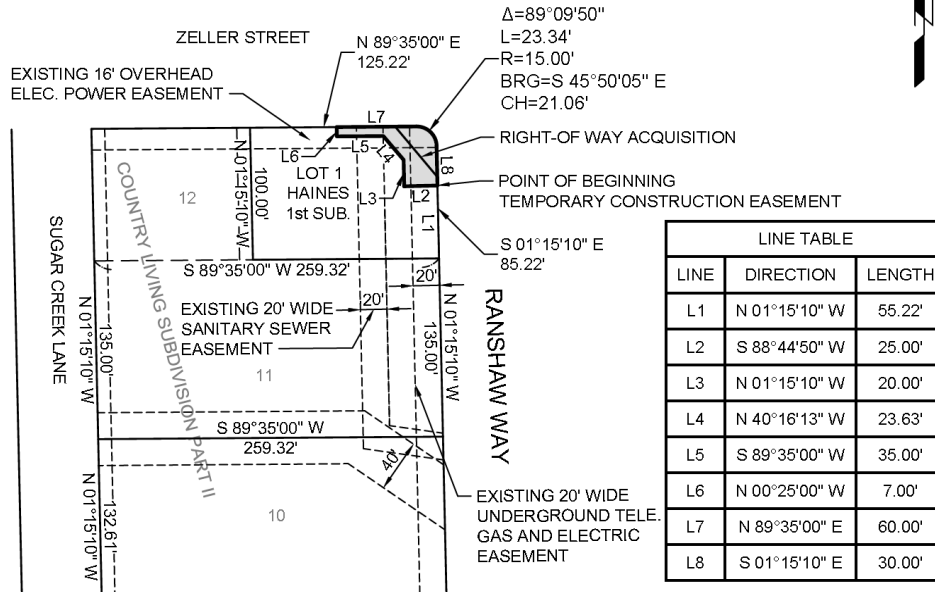
RIGHT-OF-WAY ACQUISITION PLAT LOT 1, HAINES FIRST SUBDIVISION CASEY'S MARKETING COMPANY NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/10/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.
119343-0

SHEET NO.
1 of 1

EXHIBIT B-2

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART OF LOT 1, HAINES FIRST SUBDIVISION
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Lot 1, Haines First Subdivision (Final Plat recorded in Plat Book 16, Page 71 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the southeast corner of said Lot 1;

thence North 1°15'10" West 55.22 feet along an easterly line of said Lot 11 and the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only) to the point of beginning;

thence South 88°44'50" West 25.00;

thence North 1°15'10" West 20.00 feet;

thence North 40°16'13" West 23.63 feet;

thence South 89°35'00" West 35.00 feet;

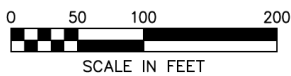
thence North 0°25'00" West 7.00 feet to a point of intersection with the north line of said Lot 1 and the southerly right-of-way of Zeller Street;

thence North 89°35'00" East 60.00 feet along said north line and southerly right-of-way to a point of curvature;

thence southeasterly 23.34 feet along the arc of a 15.00 foot radius curve concave southwesterly (chord bearing South 45°50'05" East 21.06 feet) said arc being the right-of-way of Zeller Street and Ranshaw Way;

thence South 1°15'10" East 30.00 feet along the east line of said Lot 1 and the westerly right-of-way of said Ranshaw Way to the point of beginning.

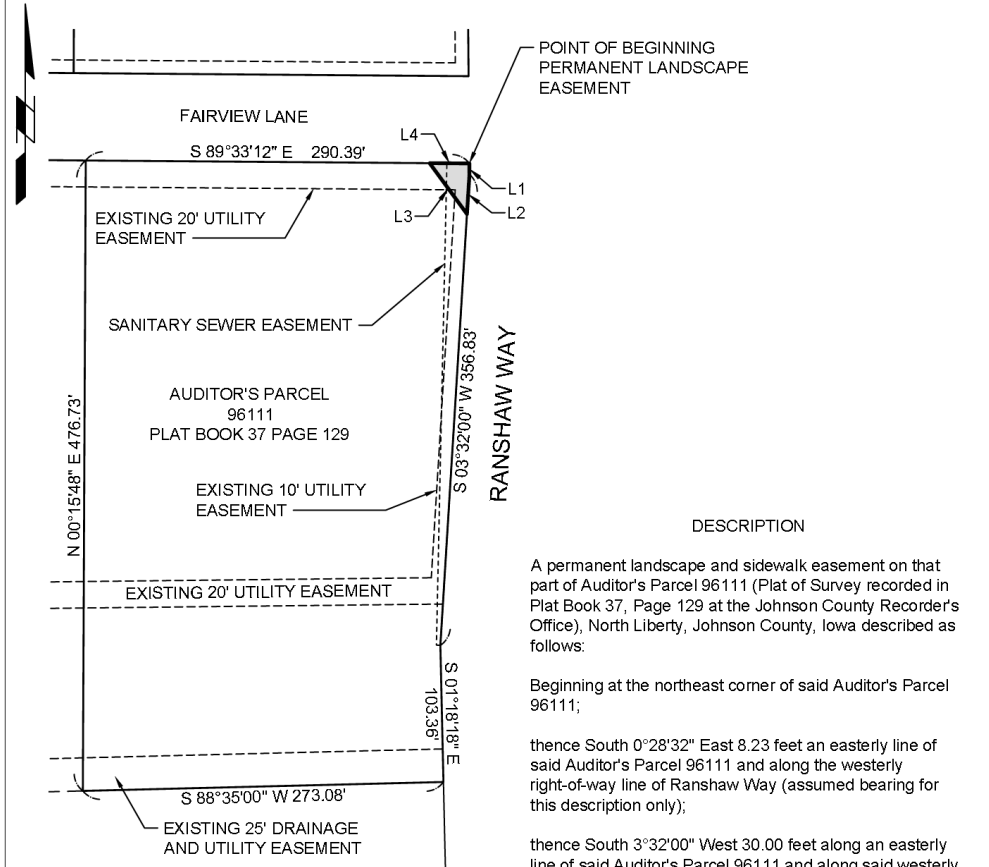
Area: A total area of 1561 square feet with a net area of 1019 square feet more or less which excludes the right-of-way to be acquired.



EASEMENT EXHIBIT LOT 1, HAINES FIRST SUBDIVISION CASEY'S MARKETING COMPANY NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/10/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

EXHIBIT C-1

EASEMENT EXHIBIT
 PERMANENT LANDSCAPE AND SIDEWALK EASEMENT
 A PART AUDITOR'S PARCEL 96111
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A permanent landscape and sidewalk easement on that part of Auditor's Parcel 96111 (Plat of Survey recorded in Plat Book 37, Page 129 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northeast corner of said Auditor's Parcel 96111;

thence South 0°28'32" East 8.23 feet an easterly line of said Auditor's Parcel 96111 and along the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);

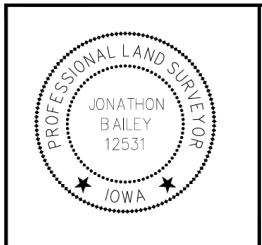
thence South 3°32'00" West 30.00 feet along an easterly line of said Auditor's Parcel 96111 and along said westerly right-of-way line;

thence North 36°18'13" West 47.66 feet to a point of intersection with the north line of said Auditor's Parcel 96111, said point also being on the southerly right-of-way of Fairview Lane;

thence South 89°33'12" East 30.00 feet along said north line and said southerly right-of-way line to the point of beginning and containing 581 square feet more or less.

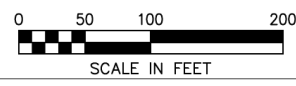
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 00°28'32" E	8.23'
L2	S 03°32'00" W	30.00'
L3	N 36°18'13" W	47.66'
L4	S 89°33'12" E	30.00'

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



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

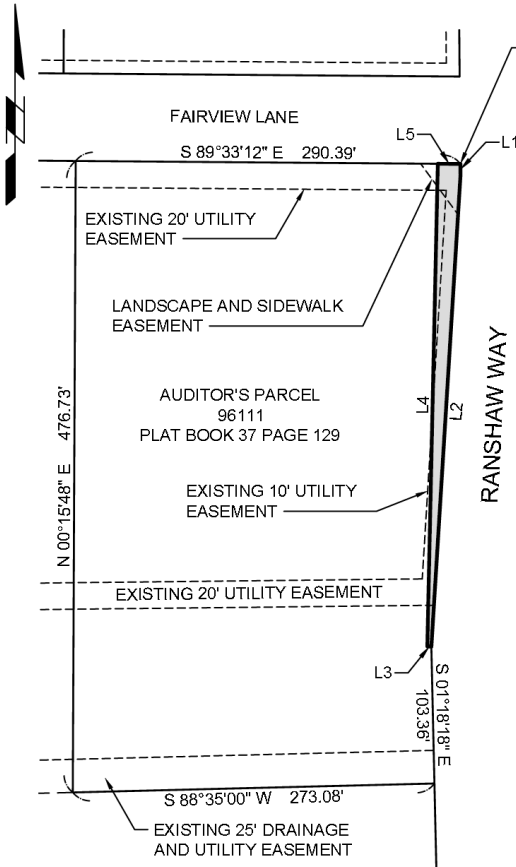


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 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT A PART OF AUDITOR'S PARCEL 96111 FAIRVIEW II CONDOMINIUMS NORTH LIBERTY, JOHNSON COUNTY, IOWA			PROJECT NO. 119343-0
DATE	7/8/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--
			SHEET NO. 1 of 1

EXHIBIT C-2

EASEMENT EXHIBIT
 PERMANENT SANITARY SEWER EASEMENT
 A PART AUDITOR'S PARCEL 96111
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



POINT OF BEGINNING
 PERMANENT SANITARY
 SEWER EASEMENT

DESCRIPTION

A permanent sanitary sewer easement on that part of Auditor's Parcel 96111 (Plat of Survey recorded in Plat Book 37, Page 129 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northeast corner of said Auditor's Parcel 96111;

thence South 0°28'32" East 8.23 feet an easterly line of said Auditor's Parcel 96111 and along the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);

thence South 3°32'00" West 356.83 feet along an easterly line of said Auditor's Parcel 96111 and along said westerly right-of-way line;

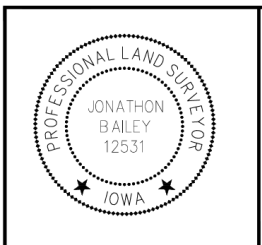
thence North 86°28'00" West 3.00 feet

thence North 1°14'43" West 364.42 feet to a point of intersection with the north line of said Auditor's Parcel 96111, said point also being on the southerly right-of-way of Fairview Lane;

thence South 89°33'12" East 17.00 feet along said north line and said southerly right-of-way line to the point of beginning and containing 3747 square feet more or less.

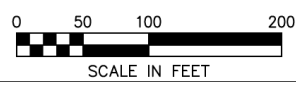
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 00°28'32" E	8.23'
L2	S 03°32'00" W	356.83'
L3	N 86°28'00" W	3.00'
L4	N 01°14'43" E	364.42'
L5	S 89°33'12" E	17.00'

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(3)



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

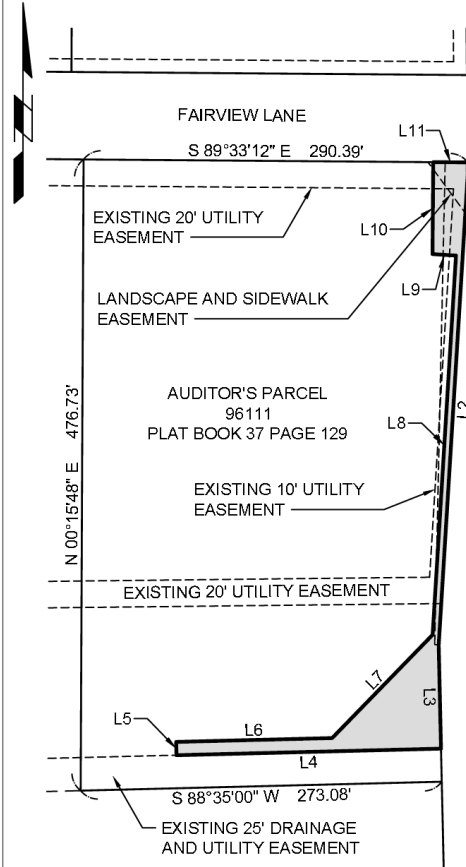


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EASEMENT EXHIBIT A PART OF AUDITOR'S PARCEL 96111 FAIRVIEW II CONDOMINIUMS NORTH LIBERTY, JOHNSON COUNTY, IOWA			PROJECT NO. 119343-0
DATE	7/8/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--
			SHEET NO. 1 of 1

EXHIBIT C-3

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART AUDITOR'S PARCEL 96111
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



POINT OF BEGINNING
 TEMPORARY
 CONSTRUCTION EASEMENT

DESCRIPTION

A temporary construction easement on that part of Auditor's Parcel 96111 (Plat of Survey recorded in Plat Book 37, Page 129 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

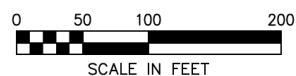
- Beginning at the northeast corner of said Auditor's Parcel 96111;
- thence South 0°28'32" East 8.23 feet an easterly line of said Auditor's Parcel 96111 and along the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);
- thence South 3°32'00" West 356.83 feet along an easterly line of said Auditor's Parcel 96111 and along said westerly right-of-way line;
- thence South 1°16'10" East 78.36 feet along an easterly line of said Auditor's Parcel 96111 and along said westerly right-of-way line;
- thence South 88°35'00" West 200.00 feet along an existing drainage and utility easement;
- thence North 1°25'00" West 10.00 feet;
- thence North 88°35'00" East 118.00 feet;
- thence North 44°14'07" East 108.87 feet;
- thence North 3°32'00" East 286.98 feet;
- thence North 86°28'00" West 17.80 feet

thence North 0°26'48" West 69.42 feet to a point of intersection with the north line of said Auditor's Parcel 96111, said point also being on the southerly right-of-way of Fairview Lane;

thence South 89°33'12" East 26.00 feet along said north line and said southerly right-of-way line to the point of beginning.

Area: Total area of 8450 square feet with a net area of 2543 square feet more or less which excludes area in the permanent landscape, sidewalk and sanitary sewer easements.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 00°28'32" E	8.23'
L2	S 03°32'00" W	356.83'
L3	S 01°16'10" E	78.36'
L4	S 88°35'00" W	200.00'
L5	N 01°25'00" W	10.00'
L6	N 88°35'00" E	118.00'
L7	N 44°14'07" E	108.87'
L8	N 03°32'00" E	286.98'
L9	N 86°28'00" W	17.80'
L10	N 00°26'48" E	69.42'
L11	S 89°33'12" E	26.00'



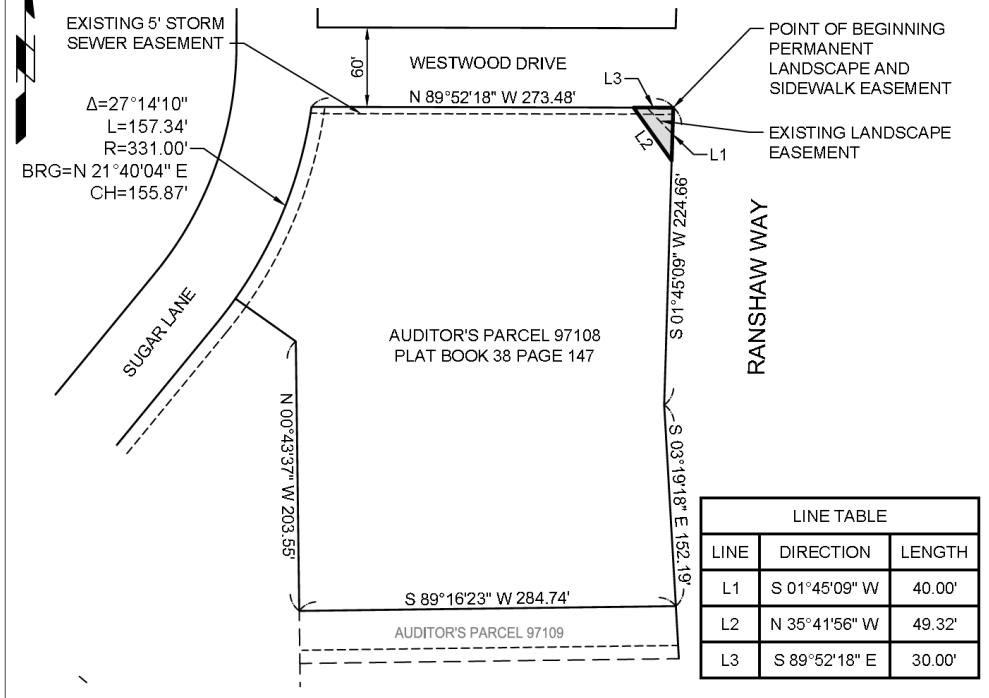
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 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT A PART OF AUDITOR'S PARCEL 96111 FAIRVIEW II CONDOMINIUMS NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/8/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO. 119343-0
SHEET NO. 1 of 1

EXHIBIT D-1

EASEMENT EXHIBIT
 PERMANENT LANDSCAPE AND SIDEWALK EASEMENT
 A PART AUDITOR'S PARCEL 97108
 JOHNSON COUNTY, IOWA



DESCRIPTION

A permanent landscape and sidewalk easement on that part of Auditor's Parcel 97108 (Plat of Survey recorded in Plat Book 38, Page 147 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

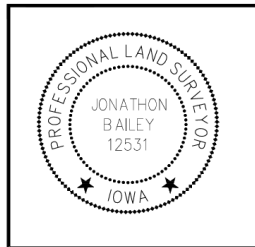
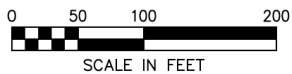
Beginning at the northeast corner of said Auditor's Parcel 987108;
 thence South 1°45'09" West 40.00 along an easterly line of said Auditor's Parcel 97108 and the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);
 thence North 35°41'56" West 49.32 feet to a point of intersection with the northerly line of said Auditor's Parcel and the southerly right-of-way line of Westwood Drive;
 thence South 89°52'18" East 30.00 feet along said northerly line and said southerly right-of-way line to the point of beginning.

Area: Total area 600 square feet with a net of 400 square feet which excludes the existing landscape easement.

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

LEGEND

- FOUND IRON ROD
- SET 3/8" IRON ROD W/ YELLOW CAP #12531



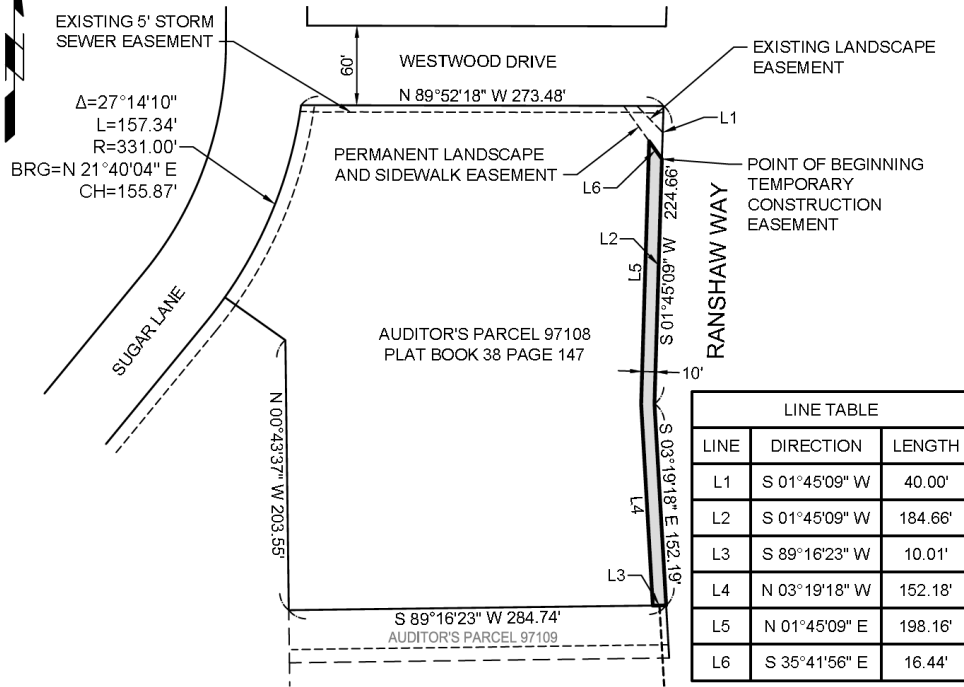
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

EASEMENT EXHIBIT			PROJECT NO.
AUDITOR'S PARCEL 97108			119343-0
PROPERTY OWNER, FAIRWAY STORES, INC.			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	6/24/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--
			SHEET NO.
			1 of 1

EXHIBIT D-2

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART AUDITOR'S PARCEL 97108
 JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Auditor's Parcel 97108 (Plat of Survey recorded in Plat Book 38, Page 147 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the northeast corner of said Auditor's Parcel 987108;

thence South 1°45'09" West 40.00 along an easterly line of said Auditor's Parcel 97108 (assumed bearing for this description only) to the point of beginning;

thence continuing South 1°45'09" West 184.66 feet along said easterly line;

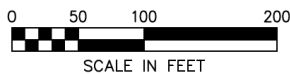
thence South 3°19'18" East 152.19 feet along an easterly line of said Auditor's Parcel to the southeast corner of said Auditor's Parcel;

thence South 89°16'23" West 10.01 feet along the south line of said Auditor's Parcel;

thence North 3°19'18" West 152.18 feet;

thence North 1°45'09" East 198.16 feet;

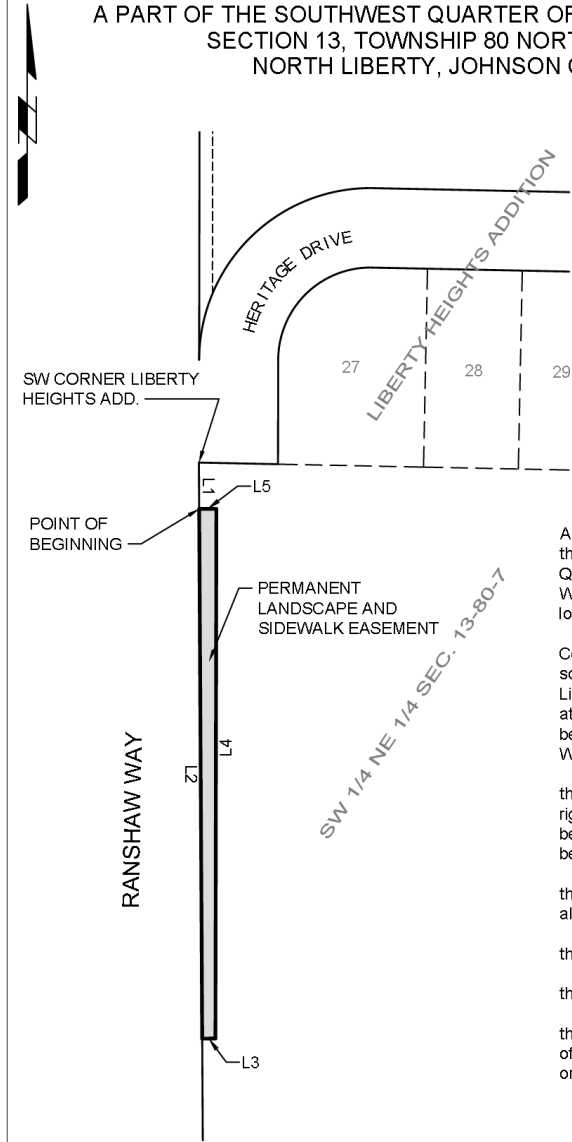
thence South 35°41'56" East 16.44 feet to the point of beginning and containing 3436 square feet more or less.



EASEMENT EXHIBIT AUDITOR'S PARCEL 97108 PROPERTY OWNER: FAIRWAY STORES, INC. NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	6/24/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

EXHIBIT E-1

EASEMENT EXHIBIT
PERMANENT LANDSCAPE AND SIDEWALK EASEMENT
 A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
 SECTION 13, TOWNSHIP 80 NORTH, RANGE 7 WEST
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 00°19'39" E	35.00'
L2	S 00°19'39" E	400.00'
L3	N 89°40'21" E	10.00'
L4	N 00°06'08" E	400.01'
L5	S 89°40'21" W	13.00'

DESCRIPTION

A permanent landscape and sidewalk easement on that part of Southwest Quarter of the Northeast Quarter of Section 13, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the southwest corner of Liberty Heights Addition to North Liberty (Final Plat recorded in Plat Book 16, Page 80 at the Johnson County Recorder's Office), said point being on the easterly right-of-way line of Ranshaw Way;

thence South 0°19'39" East 35.00 along an easterly right-of-way line of said Ranshaw Way (assumed bearing for this description only) to the point of beginning;

thence continuing South 0°19'39" East 400.00 feet along said right-of-way line;

thence North 89°40'21" East 10.00 feet;

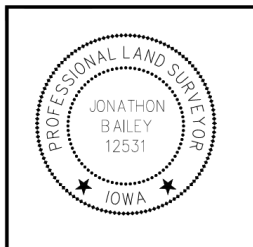
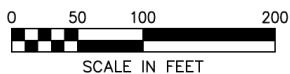
thence North 0°06'08" East 400.01 feet;

thence South 89°40'21" West 13.00 feet to the point of beginning and containing 4600 square feet more or less.

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

LEGEND

- FOUND IRON ROD
- SET 8" IRON ROD W/ YELLOW CAP #12531



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

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 ARCHITECTURE + ENGINEERING
 2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT			
SW 1/4 NE 1/4 SECTION 13-80-7			
PROPERTY OWNER: HOLIDAY MOBILE LODGE, INC.			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	6/30/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

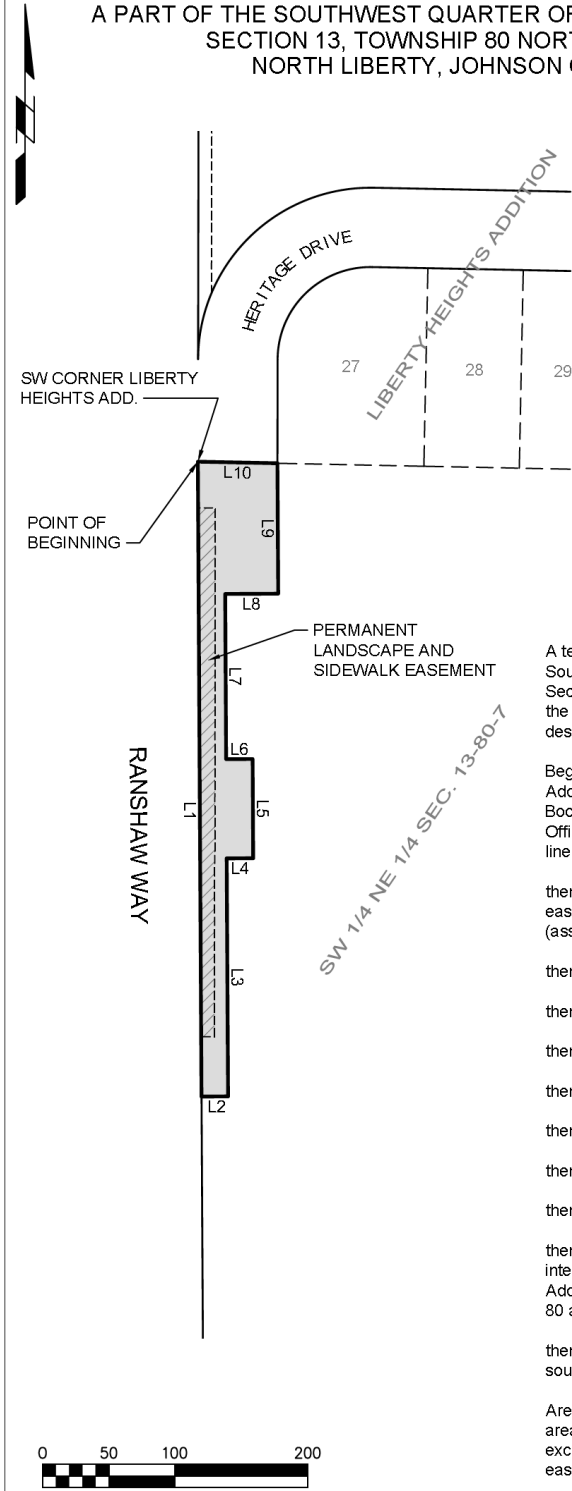
PROJECT NO.
119343-0

SHEET NO.
1 of 1

EXHIBIT E-2

EASEMENT EXHIBIT
TEMPORARY CONSTRUCTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
SECTION 13, TOWNSHIP 80 NORTH, RANGE 7 WEST
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 00°19'39" E	480.16'
L2	N 89°40'21" E	20.00'
L3	N 00°19'39" W	180.00'
L4	N 89°40'21" E	20.00'
L5	N 00°19'39" W	75.00'
L6	S 89°40'21" W	20.00'
L7	N 00°19'39" W	125.00'
L8	N 89°40'21" E	40.00'
L9	N 00°19'39" W	98.61'
L10	N 88°50'47" W	60.02'

DESCRIPTION

A temporary construction easement on that part of Southwest Quarter of the Northeast Quarter of Section 13, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Beginning at the southwest corner of Liberty Heights Addition to North Liberty (Final Plat recorded in Plat Book 16, Page 80 at the Johnson County Recorder's Office), said point being on the easterly right-of-way line of Ranshaw Way;

thence South 0°19'39" East 480.16 along an easterly right-of-way line of said Ranshaw Way (assumed bearing for this description only);

thence North 89°40'21" East 20.00 feet;

thence North 0°19'39" West 180.00 feet;

thence North 89°40'21" East 20.00 feet;

thence North 0°19'39" West 75.00 feet;

thence South 89°40'21" West 20.00;

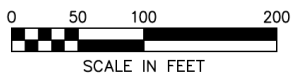
thence North 0°19'39" West 125.00 feet;

thence North 89°40'21" East 40.00 feet;

thence North 0°19'39" West 98.61 feet to point of intersection with the south line of Liberty Heights Addition (Final Plat recorded in Plat Book 16, Page 80 at the Johnson County Recorder's Office);

thence North 88°50'47" West 60.02 feet along said south line to the point of beginning.

Area: Total area of 15,063 square feet with a net area of 10,463 square feet more or less which excludes the permanent landscape and sidewalk easement.



SHIVEHATTERY
ARCHITECTURE + ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT			
SW 1/4 NE 1/4 SECTION 13-80-7			
PROPERTY OWNER: HOLIDAY MOBILE LODGE, INC.			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	6/30/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.
119343-0

SHEET NO.

1 of 1

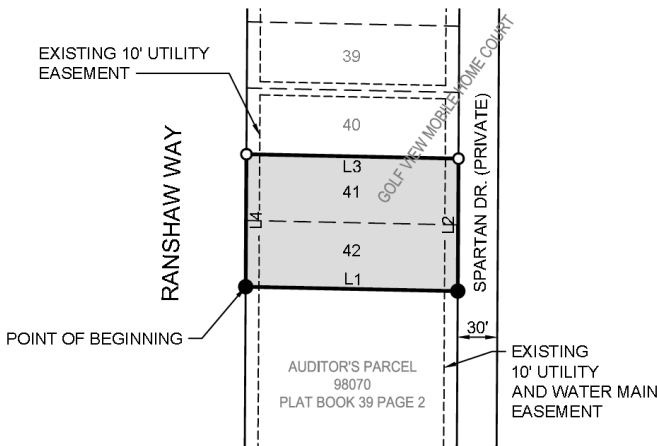
EXHIBIT F-1

INDEX LEGEND	
LOCATION :	LOT 41 AND LOT 42 GOLF VIEW MOBILE HOME COURT, NORTH LIBERTY, JOHNSON COUNTY, IOWA
REQUESTOR :	THE CITY OF NORTH LIBERTY
PROPRIETOR :	MD GOLFFVIEW, LLC & MD GOLFFVIEW, LLC
SURVEYOR :	JONATHON BAILEY, P.L.S.
SURVEY :	SHIVE-HATTERY, INC.
COMPANY :	2839 NORTHGATE DR. IOWA CITY, IA 52245
RETURN TO :	THE CITY OF NORTH LIBERTY

THIS SPACE RESERVED FOR RECORDER'S USE



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 88°48'31" E	160.02'
L2	N 00°19'42" E	100.02'
L3	N 88°48'31" W	160.02'
L4	S 00°19'50" W	100.02'



DESCRIPTION

Lot 41 and Lot 42 of Golf View Mobile Home Court (Final Plat recorded in Plat Book 24, Page 51 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa more particularly described as follows:

Beginning at the southwest corner of said Lot 42, said corner also being the northwest corner of Auditor's Parcel 98070 (Plat of Survey recorded in Plat Book 39, Page 2 at the Johnson County Recorder's Office);

thence South 88°48'31" East 160.02 along the south line of said Lot 42 and the north line of said Auditor's Parcel 98070 (assumed bearing for this description only) to the southeast corner of said Lot 42 and the northeast corner of said Auditor's Parcel 98070;

thence North 0°19'42" East 100.02 feet along the east line of said Lot 42 and the east line of said Lot 41 to the northeast corner of said Lot 41;

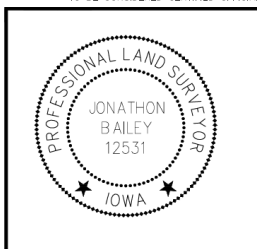
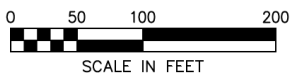
thence North 88°48'31" West 160.02 feet along the north line of said Lot 41 to the northwest corner of said Lot 41 and a point of intersection with the easterly right-of-way line of Ranshaw Way;

thence South 0°19'50" West 100.02 feet along the west line of said Lot 41 and the west line of said Lot 42 and the easterly right-of-way line of said Ranshaw Way to the point of beginning and containing 0.37 acres more or less.

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

LEGEND

- FOUND IRON ROD
- SET $\frac{5}{8}$ " IRON ROD W/ YELLOW CAP #12531



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

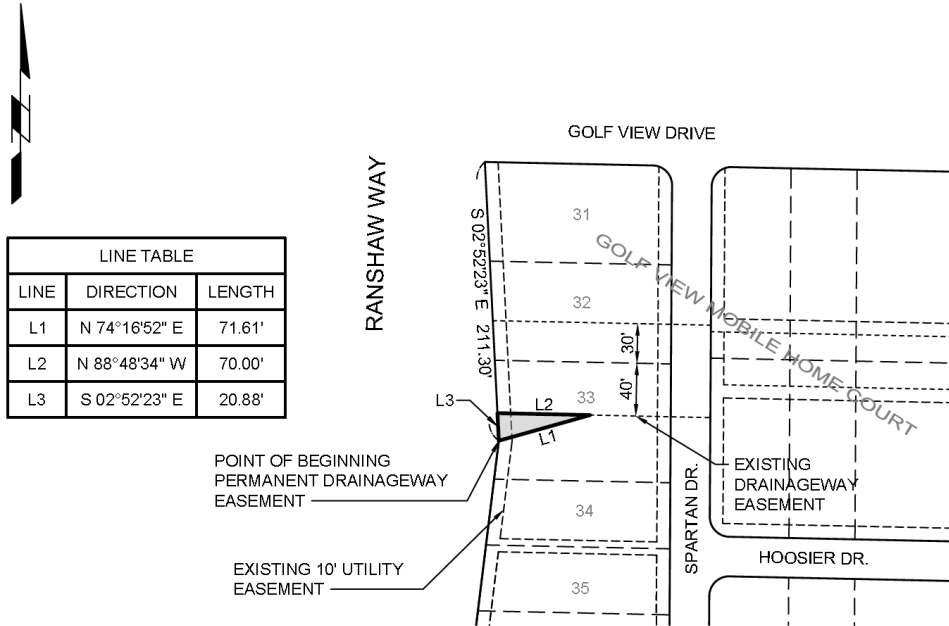
RIGHT-OF-WAY ACQUISITION PLAT LOTS 41 & 42 GOLF VIEW MOBILE HOME CT. MH GOLFFVIEW, LLC MD GOLFFVIEW, LLC NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	6/19/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.
119343-0

SHEET NO.
1 of 1

EXHIBIT F-2

EASEMENT EXHIBIT
 PERMANENT DRAINAGEWAY EASEMENT
 A PART OF LOT 33, GOLF VIEW MOBILE HOME COURT
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A permanent drainageway easement on that part of Lot 33 of Golf View Mobile Home Court (Final Plat recorded in Plat Book 24, Page 51 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northwest corner of Lot 31 of said Golf View Mobile Home Court;

thence South 2°52'23" East 211.30 feet along the westerly line of said Lot 31, Lot 32 and Lot 33 said line being the easterly right-of-way line of Ranshaw way (assumed bearing for this description only) to an angle point of said Lot 33 and said easterly right-of-way line, said point being the point of beginning;

thence North 74°16'52" East 71.61 feet to a point of intersection with an existing drainageway easement as shown on said Final Plat;

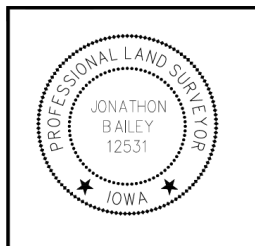
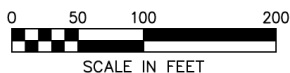
thence North 88°48'34" West 70.00 feet to a point of intersection with said easterly right-of-way line;

thence South 2°52'23" East 20.88 feet along said easterly right-of-way line to the point of beginning and containing 729 square feet more or less.

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

LEGEND

- FOUND IRON ROD
- SET 5/8" IRON ROD W/ YELLOW CAP #12531



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING

North Liberty
 Page 19

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 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana

EASEMENT EXHIBIT
 A PART OF GOLF VIEW MOBILE HOME CT.
 MH GOLFVIEW, LLC & MD GOLFVIEW, LLC
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

PROJECT NO.
 119343-0

DATE	6/23/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

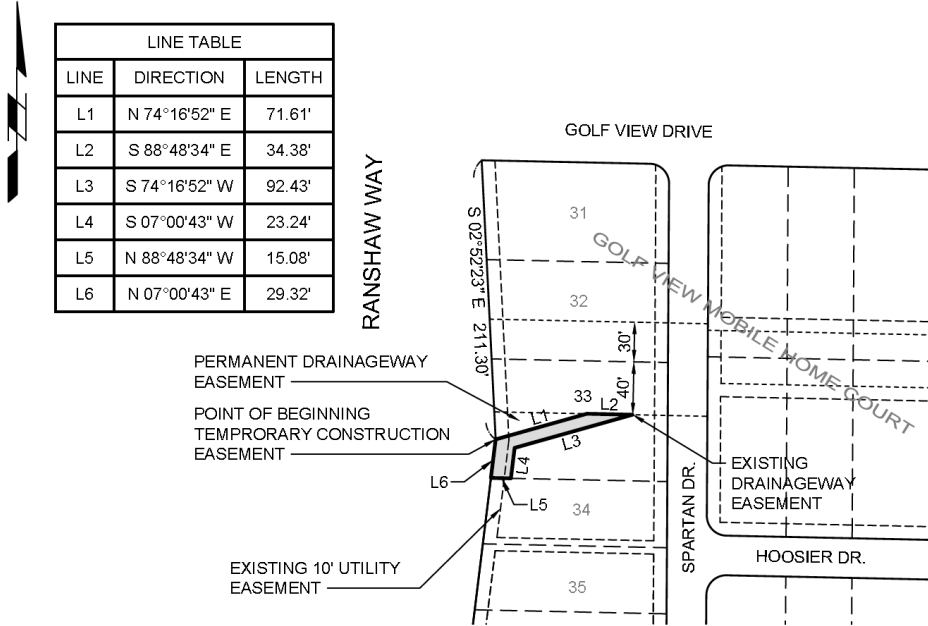
SHEET NO.

1 of 1

per 2020-105

EXHIBIT F-3

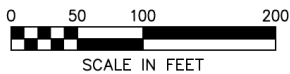
EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART OF LOT 33, GOLF VIEW MOBILE HOME COURT
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Lot 33 of Golf View Mobile Home Court (Final Plat recorded in Plat Book 24, Page 51 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

- Beginning at the northwest corner of Lot 31 of said Golf View Mobile Home Court;
- thence South 2°52'23" East 211.30 feet along the westerly line of said Lot 31, Lot 32 and Lot 33 said line being the easterly right-of-way line of Ranshaw way (assumed bearing for this description only) to an angle point of said Lot 33 and said easterly right-of-way line, said point being the point of beginning;
- thence North 74°16'52" East 71.61 feet to a point of intersection with an existing drainageway easement as shown on said Final Plat;
- thence South 88°48'34" East 34.38 feet along the south line of said drainageway easement;
- thence South 74°16'52" West 92.43 feet;
- thence South 7°00'43" West 23.24 feet to a point of intersection with the south line of said Lot 33;
- thence North 88°48'34" West 15.08 feet to a point of intersection with said easterly right-of-way line;
- thence North 7°00'43" East 29.32 feet along said easterly right-of-way line to the point of beginning and containing 1214 square feet more or less.



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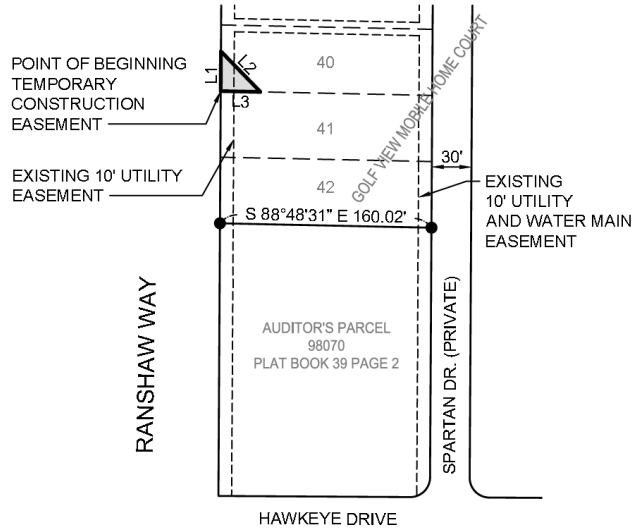
EASEMENT EXHIBIT A PART OF GOLF VIEW MOBILE HOME CT. MH GOLFVIEW, LLC & MD GOLFVIEW, LLC NORTH LIBERTY, JOHNSON COUNTY, IOWA			PROJECT NO. 119343-0
DATE	7/6/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

EXHIBIT F-3

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART OF LOT 40, GOLF VIEW MOBILE HOME COURT
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°19'42" E	30.00'
L2	S 44°14'25" E	42.74'
L3	N 88°48'31" W	30.00'



DESCRIPTION

A temporary construction easement on that part of Lot 40, Golf View Mobile Home Court (Final Plat recorded in Plat Book 24, Page 51 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the southwest corner of said Lot 40;

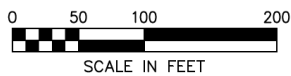
thence North 0°19'42" East 30.00 along the west line of said Lot 40 and the easterly right-of-way line of Ranshaw Way (assumed bearing for this description only);

thence South 44°14'25" East 42.74 feet to a point of intersection with the south line of said Lot 40;

thence North 88°48'31" West 30.00 feet along said south line to the point of beginning and containing 450 square feet more or less.

LEGEND

● FOUND IRON ROD



SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING

North Liberty
 Page 21

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EASEMENT EXHIBIT			
LOT 40, GOLF VIEW MOBILE HOME COURT			
MH GOLFVIEW, LLC & MD GOLFVIEW, LLC			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/1/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.
119343-0

SHEET NO.

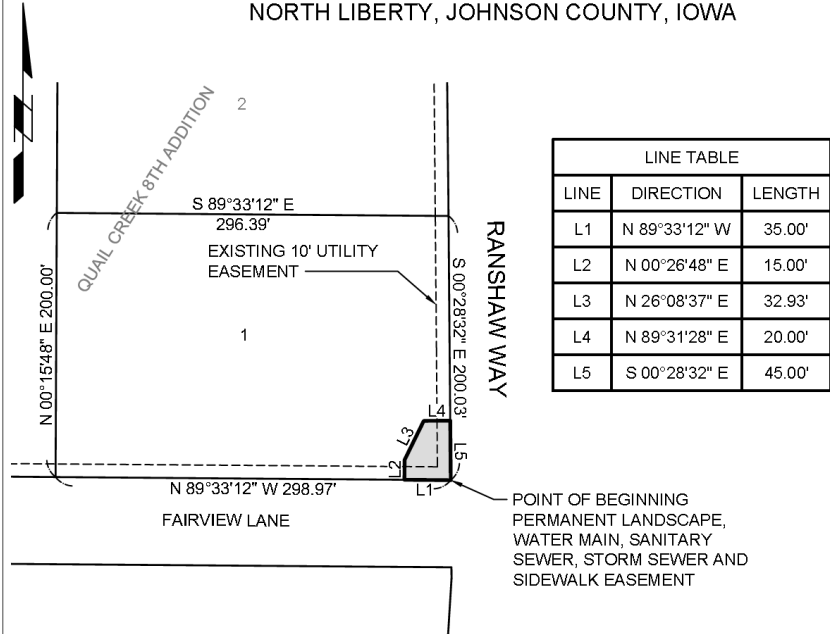
1 of 1

per 2020-105

EXHIBIT G-1

EASEMENT EXHIBIT
 PERMANENT LANDSCAPE, WATER MAIN, SANITARY SEWER
 STORM SEWER AND SIDEWALK EASEMENT

A PART OF LOT 1, QUAIL CREEK EIGHTH ADDITION
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



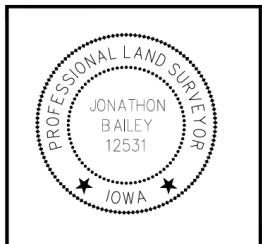
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°33'12" W	35.00'
L2	N 00°26'48" E	15.00'
L3	N 26°08'37" E	32.93'
L4	N 89°31'28" E	20.00'
L5	S 00°28'32" E	45.00'

DESCRIPTION

A permanent landscape, water main, sanitary sewer, storm sewer and sidewalk easement on that part of Lot 1, Quail Creek Eight Addition (Final Plat recorded in Plat Book 40, Page 260 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

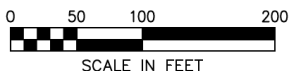
- Beginning at the southeast corner of said Lot 1;
- thence North 89°33'12" West 35.00 feet along the south line of said Lot 1 and the northerly right-of-way line of Fairview Lane (assumed bearing for this description only);
- thence North 0°26'48" East 15.00 feet;
- thence North 26°08'37" East 32.93 feet;
- thence North 89°31'28" East 20.00 feet to a point intersection with the east line of said Lot 1 and the westerly right-of-way line of Ranshaw Way;
- thence South 0°28'32" East 45.00 feet along said east line and said westerly right-of-way line to the point of beginning and containing 1339 square feet more or less.

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



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET



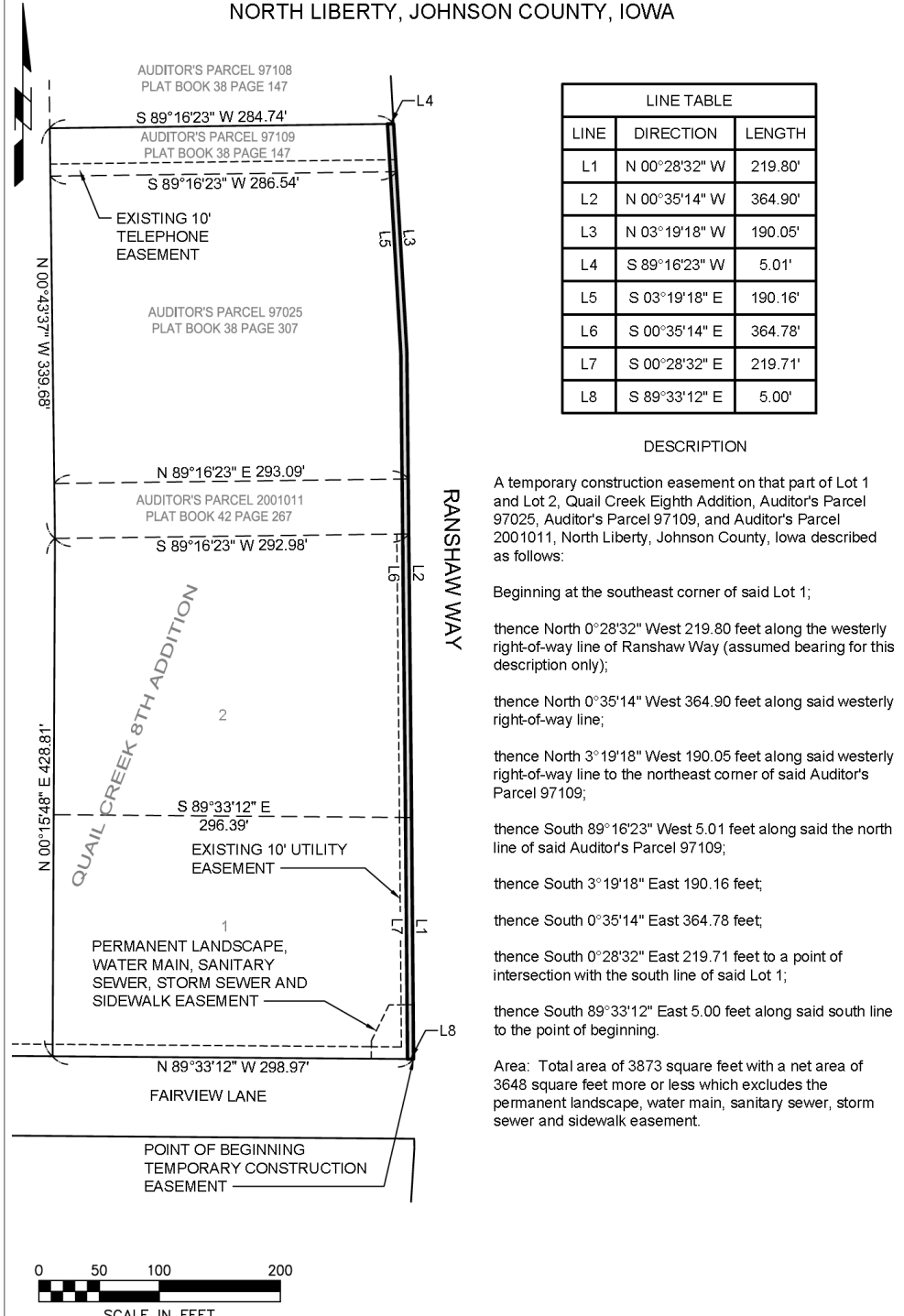
SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT			PROJECT NO.
LOT 1, QUAIL CREEK EIGHTH ADDITION			119343-0
PROPERTY OWNER: SILVER OAK DEVELOPMENT, INC.			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/7/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--
			SHEET NO.
			1 of 1

EXHIBIT G-2

EASEMENT EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT

A PART LOT 1, LOT 2, QUAIL CREEK 8TH ADDITION, AUDITOR'S PARCEL 97108,
AUDITOR'S PARCEL 97109 AND AUDITOR'S PARCEL 97025
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°28'32" W	219.80'
L2	N 00°35'14" W	364.90'
L3	N 03°19'18" W	190.05'
L4	S 89°16'23" W	5.01'
L5	S 03°19'18" E	190.16'
L6	S 00°35'14" E	364.78'
L7	S 00°28'32" E	219.71'
L8	S 89°33'12" E	5.00'

DESCRIPTION

A temporary construction easement on that part of Lot 1 and Lot 2, Quail Creek Eighth Addition, Auditor's Parcel 97025, Auditor's Parcel 97109, and Auditor's Parcel 2001011, North Liberty, Johnson County, Iowa described as follows:

- Beginning at the southeast corner of said Lot 1;
- thence North 0°28'32" West 219.80 feet along the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);
- thence North 0°35'14" West 364.90 feet along said westerly right-of-way line;
- thence North 3°19'18" West 190.05 feet along said westerly right-of-way line to the northeast corner of said Auditor's Parcel 97109;
- thence South 89°16'23" West 5.01 feet along said the north line of said Auditor's Parcel 97109;
- thence South 3°19'18" East 190.16 feet;
- thence South 0°35'14" East 364.78 feet;
- thence South 0°28'32" East 219.71 feet to a point of intersection with the south line of said Lot 1;
- thence South 89°33'12" East 5.00 feet along said south line to the point of beginning.

Area: Total area of 3873 square feet with a net area of 3648 square feet more or less which excludes the permanent landscape, water main, sanitary sewer, storm sewer and sidewalk easement.

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Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT			PROJECT NO. 119343-0
DATE	7/7/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

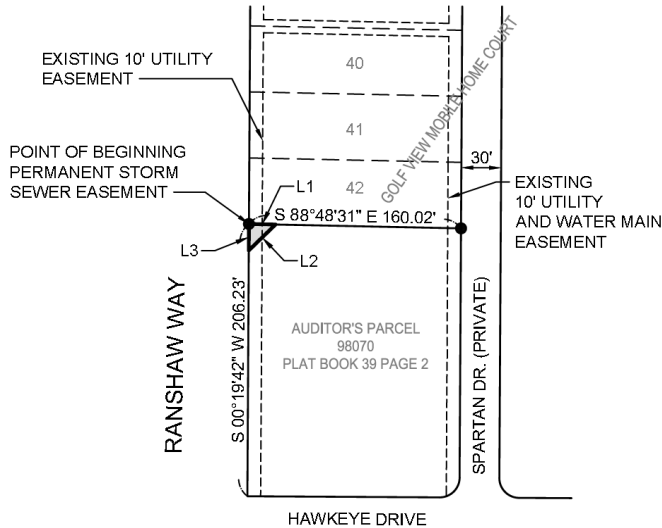
SHEET NO.
1 of 1

EXHIBIT H-1

EASEMENT EXHIBIT
 PERMANENT STORM SEWER AND LANDSCAPE EASEMENT
 A PART OF AUDITOR'S PARCEL 98070
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 88°48'31" E	20.00'
L2	S 45°45'46" W	28.07'
L3	N 00°19'42" E	20.00'



DESCRIPTION

A permanent storm sewer and landscape easement on that part of Auditor's Parcel 98070 (Plat of Survey recorded in Plat Book 39, Page 2 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northwest of said Auditor's Parcel 98070;

thence South 88°48'31" East 20.00 along the north line of said Auditor's Parcel 98070 (assumed bearing for this description only);

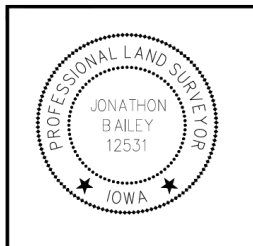
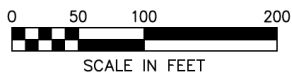
thence South 45°45'46" West 28.07 feet to a point of intersection with the west line of said Auditor's Parcel and the easterly right-of-way line of Ranshaw Way;

thence North 0°19'42" East 20.00 feet along said west line of said Auditor's Parcel and said easterly right-of-way line to the point of beginning and containing 200 square feet more or less.

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

LEGEND

- FOUND IRON ROD
- SET 3/8" IRON ROD W/ YELLOW CAP #12531



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

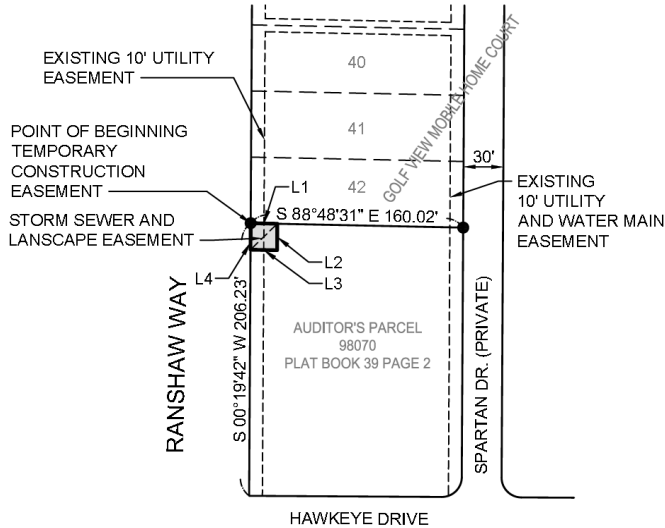
EASEMENT EXHIBIT		
AUDITOR'S PARCEL 98070		
PROPERTY OWNER: LYNN MARIE SNYDER		
NORTH LIBERTY, JOHNSON COUNTY, IOWA		
DATE	7/1/20	SCALE AS SHOWN
DRAWN	JSB	FIELD BOOK --
APPROVED	JSB	REVISION --

EXHIBIT H-2

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART OF AUDITOR'S PARCEL 98070
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 88°48'31" E	20.00'
L2	S 00°19'42" W	20.00'
L3	N 88°48'31" W	20.00'
L4	N 00°19'42" E	20.00'



DESCRIPTION

A temporary construction easement on that part of Auditor's Parcel 98070 (Plat of Survey recorded in Plat Book 39, Page 2 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northwest of said Auditor's Parcel 98070 (Plat of Survey recorded in Plat Book 39, Page 2 at the Johnson County Recorder's Office);

thence South 88°48'31" East 20.00 feet along the north line of said Auditor's Parcel 98070 (assumed bearing for this description only);

thence South 0°19'42" West 20.00 feet;

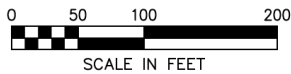
thence North 88°48'31" West 20.00 to a point of intersection with the west line of said Auditor's Parcel and the easterly right-of-way line of Ranshaw Way;

thence North 0°19'42" East 20.00 feet along said west line of said Auditor's Parcel and said easterly right-of-way line to the point of beginning.

Area: Total area of 400 square feet with a net area of 200 square feet more or less which excludes the permanent storm sewer and landscape easement.

LEGEND

- FOUND IRON ROD
- SET $\frac{5}{8}$ " IRON ROD
W/ YELLOW CAP #12531



SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING

North Liberty
 Page 25

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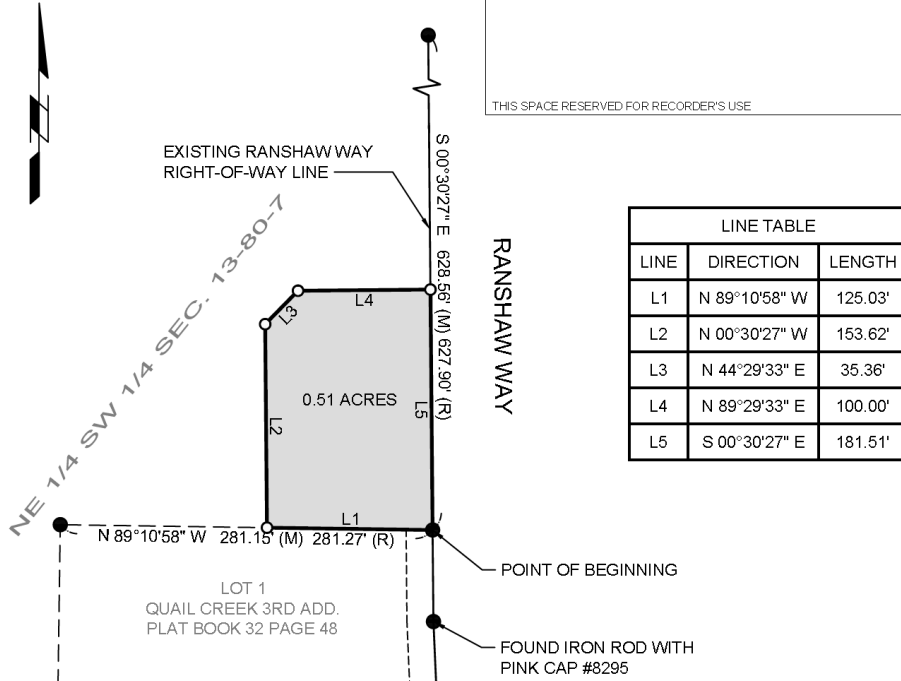
EASEMENT EXHIBIT AUDITOR'S PARCEL 98070 PROPERTY OWNER: LYNN MARIE SNYDER NORTH LIBERTY, JOHNSON COUNTY, IOWA			PROJECT NO. 119343-0
DATE	7/1/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--
			SHEET NO. 1 of 1

er 2020-105

EXHIBIT I-1

INDEX LEGEND	
LOCATION :	A PART OF NE 1/4 SW 1/4 SECTION 13-80-7, NORTH LIBERTY, JOHNSON COUNTY, IOWA
REQUESTOR :	THE CITY OF NORTH LIBERTY
PROPRIETOR :	TL&L, INC
SURVEYOR :	JONATHON BAILEY, P.L.S.
SURVEY :	SHIVE-HATTERY, INC.
COMPANY :	2839 NORTHGATE DR. IOWA CITY, IA 52245
RETURN TO :	THE CITY OF NORTH LIBERTY

THIS SPACE RESERVED FOR RECORDER'S USE



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°10'58" W	125.03'
L2	N 00°30'27" W	153.62'
L3	N 44°29'33" E	35.36'
L4	N 89°29'33" E	100.00'
L5	S 00°30'27" E	181.51'

DESCRIPTION

That part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 80 North, Range 7 West of the 5th PM, North Liberty, Johnson County, Iowa described as follows:

Beginning at the northeast corner of Lot 1, Quail Creek Third Addition to North Liberty (Final Plat recorded in Plat Book 32, Page 48 at the Johnson County Recorder's Office);

thence North 89°10'58" West 125.03 feet along the north line of said Lot 1 (assumed bearing for this description only);

thence North 0°30'27" West 153.62 feet;

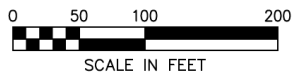
thence North 44°29'33" East 35.36 feet;

thence North 89°29'33" East 100.00 feet to a point of intersection with the the westerly right-of-way of Ranshaw Way;

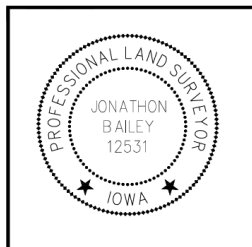
thence South 0°30'27" East 181.51 feet along said westerly right-of-way and containing 0.51 acres more or less.

LEGEND

- FOUND IRON ROD
- SET $\frac{5}{8}$ " IRON ROD W/ YELLOW CAP #12531
- (R) RECORDED BEARING OR DISTANCE
- (M) MEASURED BEARING OR DISTANCE



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



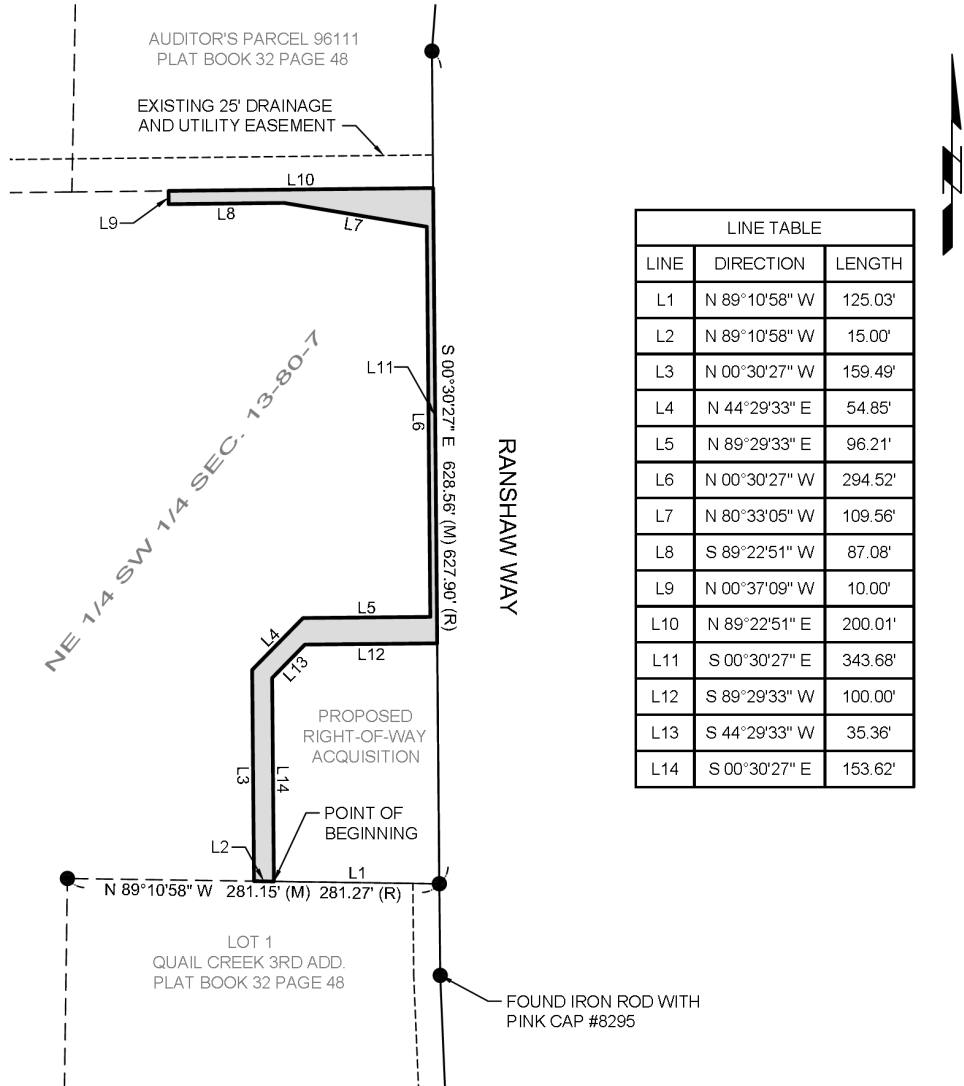
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

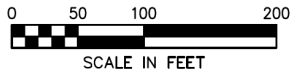
RIGHT-OF-WAY ACQUISITION PLAT A PART OF NE 1/4 SW 1/4 SEC. 13-80-7			PROJECT NO. 119343-0
TL & L, INC NORTH LIBERTY, JOHNSON COUNTY, IOWA			SHEET NO. 1 of 1
DATE	6/25/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

EXHIBIT I-2

EASEMENT EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
 A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
 SECTION 13, TOWNSHIP 80 NORTH, RANGE 7 WEST
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°10'58" W	125.03'
L2	N 89°10'58" W	15.00'
L3	N 00°30'27" W	159.49'
L4	N 44°29'33" E	54.85'
L5	N 89°29'33" E	96.21'
L6	N 00°30'27" W	294.52'
L7	N 80°33'05" W	109.56'
L8	S 89°22'51" W	87.08'
L9	N 00°37'09" W	10.00'
L10	N 89°22'51" E	200.01'
L11	S 00°30'27" E	343.68'
L12	S 89°29'33" W	100.00'
L13	S 44°29'33" W	35.36'
L14	S 00°30'27" E	153.62'



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 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT			
A PART OF NE 1/4 SW 1/4 SEC. 13-80-7			
TL & L, INC			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	6/26/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.
119343-0

SHEET NO.
1 of 2

EXHIBIT I-2

**EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT**
 A PART OF AUDITOR'S PARCEL 98070
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

DESCRIPTION

A temporary construction easement on that part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 80 North, Range 7 West of the 5th PM, North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the northeast corner of Lot 1, Quail Creek Third Addition to North Liberty (Final Plat recorded in Plat Book 32, Page 48 at the Johnson County Recorder's Office);

thence North 89°10'58" West 125.03 feet along the north line of said Lot 1 (assumed bearing for this description only) to the point of beginning;

thence continuing North 89°10'58" West 15.00 feet;

thence North 0°30'27" West 159.49 feet;

thence North 44°29'33" East 54.85 feet;

thence North 89°29'33" East 96.21;

thence North 0°30'27" West 294.52 feet;

thence North 80°33'05" West 109.56 feet;

thence South 89°22'51" West 87.08;

thence North 0°37'09" West 10.00 feet to a point of intersection with the south line of Auditor's Parcel 96111 (Plat of Survey recorded in Plat Book 32, Page 48 at the Johnson County Recorder's Office);

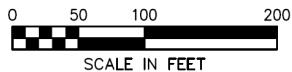
thence North 89°22'51" East 200.01 feet to a point of intersection with the westerly right-of-way line of Ranshaw Way;

thence South 0°30'27" East 343.68 feet;

thence South 89°29'33" West 100.00 feet;

thence South 44°29'33" West 35.36 feet;

thence South 0°30'27" East 153.62 feet to the point of beginning and containing 9639 square feet more or less.



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EASEMENT EXHIBIT A PART OF NE 1/4 SW 1/4 SEC. 13-80-7 TL & L, INC NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	6/26/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO. 119343-0
SHEET NO. 2 of 2

Resolution No. 2020-106

ESTABLISHING JUST COMPENSATION FOR ACQUISITION OF CERTAIN REAL PROPERTY FOR A PUBLIC IMPROVEMENT, THE HIGHWAY 965 PHASE 5 IMPROVEMENT PROJECT

WHEREAS, the City of North Liberty, Iowa, for the Highway 965 Phase 5 Improvement Project intends to acquire certain interests (“Properties”) in real property owned by:

- A. Steven D. Cooley and Darcy L. Cooley;
- B. Lilienthal Properties, LLC;
- C. Gary W. Metz and Vicki A. Metz;
- D. Raematt Mini-Storage, LLC;
- E. Ralos Eixom, LLC; and
- F. Sugar Creek Lane, LLC

(Owners). Said Properties are more specifically and legally described as follows:

See Attached Exhibits A - F

WHEREAS, Chapter 6B, Code of Iowa, requires that the City of North Liberty, Iowa must make a good-faith effort to negotiate with Owners to purchase the Properties before proceeding with condemnation;

WHEREAS, the City of North Liberty, Iowa may not make an offer to purchase Property which is less than the fair market value the City of North Liberty, Iowa has established for the Property;

WHEREAS, the City Council of the City of North Liberty, Iowa, has approved the use of compensation estimates in lieu of full appraisals for those properties within the Project which contemplate only the acquisition of temporary construction easements;

WHEREAS, the City of North Liberty, Iowa now desires to establish just compensation for the acquisition of a portion of the Properties.

NOW, THEREFORE, BE IT RESOLVED BY THE OF THE CITY OF NORTH LIBERTY, IOWA, AS FOLLOWS:

1. Just Compensation for the temporary acquisition of the property owned by

Steven D. Cooley and Darcy L. Cooley is hereby established to be \$1,900.00.

2. The City Attorney is hereby directed to commence negotiations with Steven D. Cooley and Darcy L. Cooley for the purchase of the temporary property rights needed for the Highway 965 / Ranshaw Way Phase 5 Project for the amount of \$1,900.00, and to initiate condemnation procedures if such negotiations are not successful.
3. Just Compensation for the temporary acquisition of the Property owned by Lilienthal Properties, LLC, is hereby established to be \$950.00.
4. The City Attorney is hereby directed to commence negotiations with Lilienthal Properties, LLC, for the purchase of the temporary property rights needed for the Highway 965 / Ranshaw Way Phase 5 Project for the amount of \$950.00, and to initiate condemnation procedures if such negotiations are not successful.
5. Just Compensation for the temporary acquisition of the property owned by Gary W. Metz and Vicki A. Metz is hereby established to be \$1,050.00.
6. The City Attorney is hereby directed to commence negotiations with Gary W. Metz and Vicki A. Metz for the purchase of the temporary property rights needed for the Highway 965 / Ranshaw Way Phase 5 Project for the amount of \$1,050.00, and to initiate condemnation procedures if such negotiations are not successful.
7. Just Compensation for the temporary acquisition of the property owned by Raematt Mini-Storage, LLC is hereby established to be \$1,850.00.
8. The City Attorney is hereby directed to commence negotiations with Raematt Mini-Storage, LLC for the purchase of the temporary property rights needed for the Highway 965 / Ranshaw Way Phase 5 Project for the amount of \$1,850.00, and to initiate condemnation procedures if such negotiations are not successful.
9. Just Compensation for the temporary acquisition of the property owned by Ralos Eixom, LLC, is hereby established to be \$2,350.00.
10. The City Attorney is hereby directed to commence negotiations with Ralos

Eixom, LLC, for the purchase of the temporary property rights needed for the Highway 965 / Ranshaw Way Phase 5 Project for the amount of \$1,900.00, and to initiate condemnation procedures if such negotiations are not successful.

- 11. Just Compensation for the temporary acquisition of the property owned by Sugar Creek Lane, LLC, is hereby established to be \$2,400.00.
- 12. The City Attorney is hereby directed to commence negotiations with Sugar Creek Lane, LLC, for the purchase of the temporary property rights needed for the Highway 965 / Ranshaw Way Phase 5 Project for the amount of \$2,400.00, and to initiate condemnation procedures if such negotiations are not successful.
- 13. Just Compensation for the temporary acquisition of the property owned by Sugar Creek Mall, LLC, is hereby established to be \$1,300.00.
- 14. The City Attorney is hereby directed to commence negotiations with Sugar Creek Mall, LLC, for the purchase of the temporary property rights needed for the Highway 965 / Ranshaw Way Phase 5 Project for the amount of \$1,300.00, and to initiate condemnation procedures if such negotiations are not successful.

APPROVED AND ADOPTED this ____ day of _____, 20__.

CITY OF NORTH LIBERTY:

Terry L. Donahue, Mayor

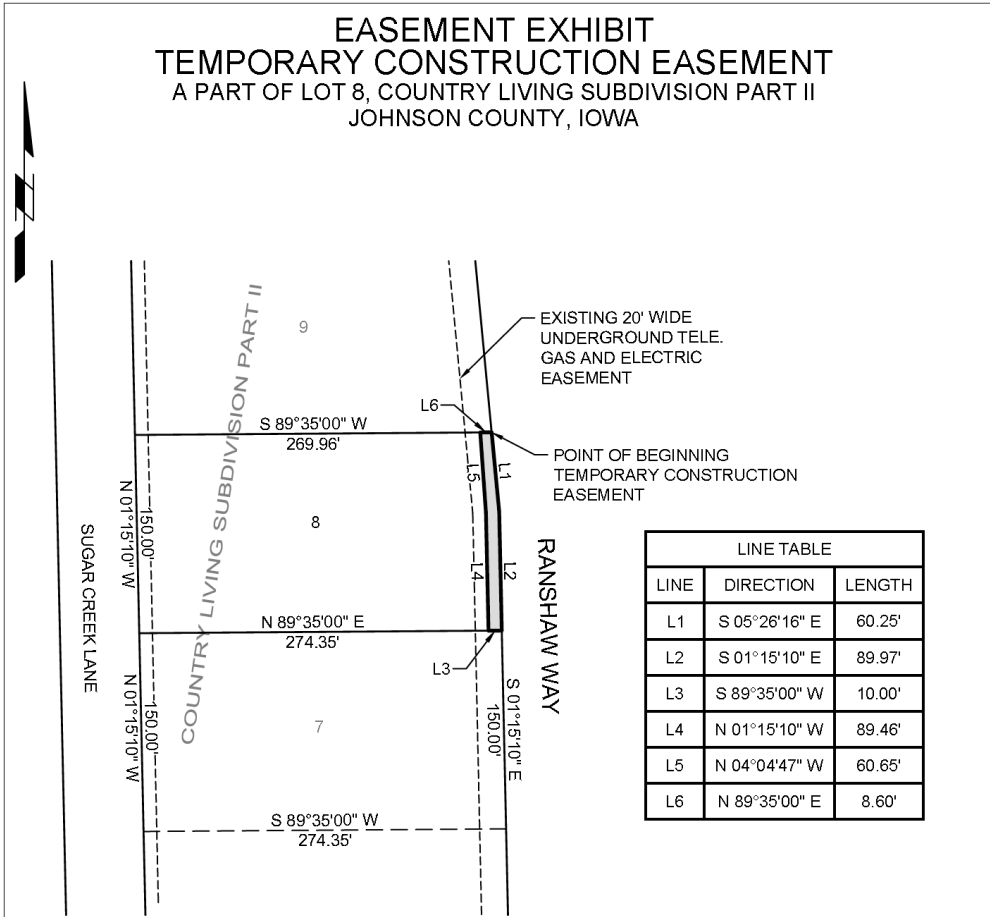
ATTEST:

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

Tracey Mulcahey, City Clerk

EXHIBIT A

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART OF LOT 8, COUNTRY LIVING SUBDIVISION PART II
 JOHNSON COUNTY, IOWA

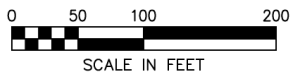


LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 05°26'16" E	60.25'
L2	S 01°15'10" E	89.97'
L3	S 89°35'00" W	10.00'
L4	N 01°15'10" W	89.46'
L5	N 04°04'47" W	60.65'
L6	N 89°35'00" E	8.60'

DESCRIPTION

A temporary construction easement on that part of Lot 8, Country Living Subdivision Part II (Final Plat recorded in Plat Book 17, Page 35 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

- Beginning at the northeast corner of said Lot 8;
- thence South 5°26'16" East 60.25 feet along an easterly line of said Lot 8 and the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);
- thence South 1°15'10" East 89.97 feet along an easterly line of said Lot 8 and the westerly right-of-way line of Ranshaw Way to the southeast corner of said Lot 8;
- thence South 89°35'00" West 10.00 feet along the south line of said Lot 8;
- thence North 1°15'10" West 89.46 feet;
- thence North 4°04'47" West 60.65 feet to a point of intersection with the north line of said Lot 8;
- thence North 89°35'00" East 8.60 feet along said north line to the point of beginning and containing 1459 square feet more or less.



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EASEMENT EXHIBIT
 LOT 8, COUNTRY LIVING SUB. PT. II
 STEVEN D. COOLEY AND DARCY L. COOLEY
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

PROJECT NO.
 119343-0

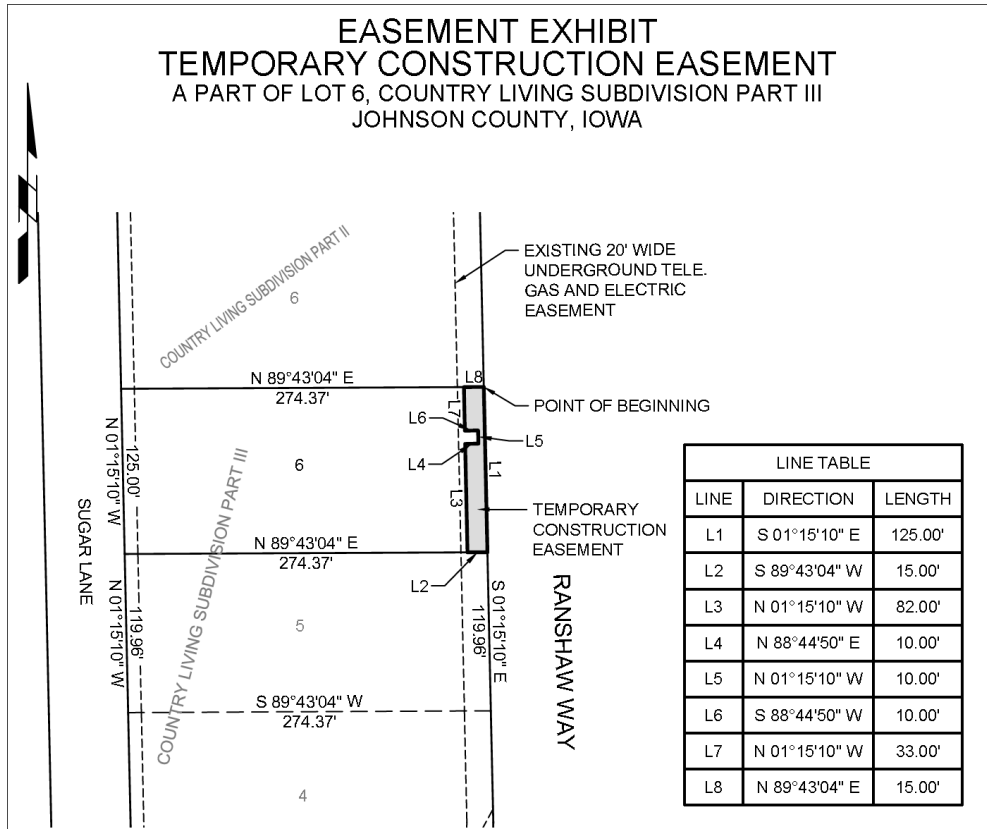
DATE	7/8/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

SHEET NO.

1 of 1

EXHIBIT B

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART OF LOT 6, COUNTRY LIVING SUBDIVISION PART III JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Lot 6, Country Living Subdivision Part III (Final Plat recorded in Plat Book 19, Page 9 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northeast corner of said Lot 6;

thence South 1°15'10" East 125.00 feet along the east line of said Lot 6 (assumed bearing for this description only) to the southeast corner of said Lot 6;

thence South 89°43'04" West 15.00 feet along the south line of said Lot 6;

thence North 1°15'10" West 82.00 feet;

thence North 88°44'50" East 10.00 feet;

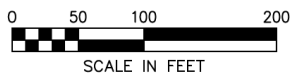
thence North 1°15'10" West 10.00 feet;

thence South 88°44'50" West 10.00 feet;

thence North 1°15'10" West 33.00 feet to a point of intersection with the north line of said Lot 6;

thence North 89°43'04" East 15.00 feet along said north line to the point of beginning.

Area: 1775 square feet more or less.



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EASEMENT EXHIBIT
LOT 6, COUNTRY LIVING SUB. PT. III
PROPERTY OWNER: LILIENTHAL PROPERTIES, LLC
NORTH LIBERTY, JOHNSON COUNTY, IOWA

PROJECT NO.
119343-0

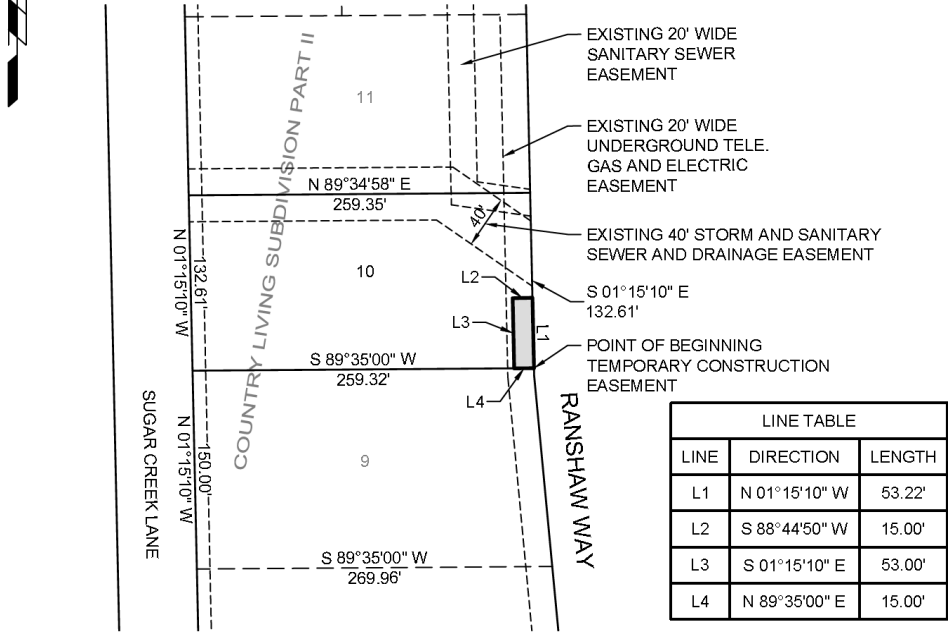
DATE	7/2/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

SHEET NO.

1 of 1

EXHIBIT C

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART OF LOT 10, COUNTRY LIVING SUBDIVISION PART II
 JOHNSON COUNTY, IOWA

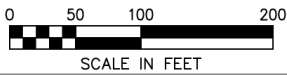


LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 01°15'10" W	53.22'
L2	S 88°44'50" W	15.00'
L3	S 01°15'10" E	53.00'
L4	N 89°35'00" E	15.00'

DESCRIPTION

A temporary construction easement on that part of Lot 10, Country Living Subdivision Part II (Final Plat recorded in Plat Book 17, Page 35 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

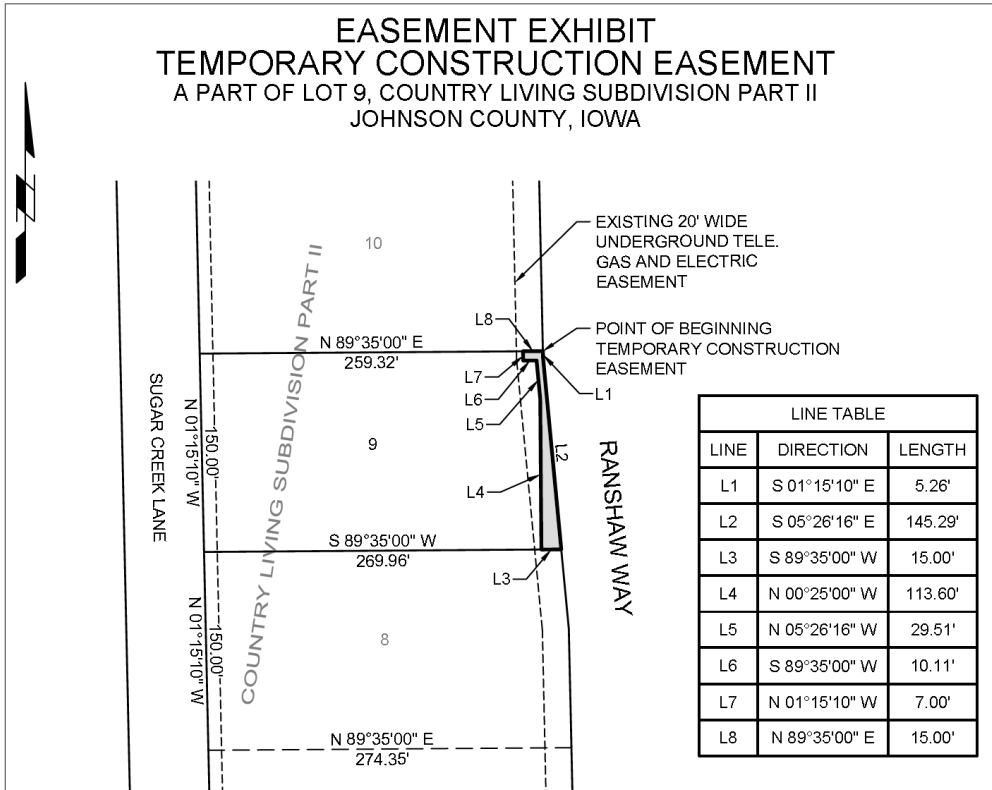
- Beginning at the southeast corner of said Lot 10;
- thence North 1°15'10" West 53.22 feet along an easterly line of said Lot 10 and the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);
- thence South 88°44'50" West 15.00;
- thence South 1°15'10" East 53.00 feet to a point of intersection with the south line of said Lot 10;
- thence North 89°35'00" East 15.00 feet along said south line to the point of beginning and containing 797 square feet more or less.



SHIVEHATTERY ARCHITECTURE+ENGINEERING 2839 Northgate Drive Iowa City, Iowa 52245 319.354.3040 www.shive-hattery.com Iowa Illinois Indiana Illinois Firm Number: 184-000214	EASEMENT EXHIBIT LOT 10, COUNTRY LIVING SUB. PT. II <small>GARY W. METZ AND WICKI A. METZ</small> NORTH LIBERTY, JOHNSON COUNTY, IOWA		PROJECT NO. 119343-0	
	DATE	7/9/20	SCALE	AS SHOWN
	DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--	
			SHEET NO. 1 of 1	

EXHIBIT D

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART OF LOT 9, COUNTRY LIVING SUBDIVISION PART II
 JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Lot 9, Country Living Subdivision Part II (Final Plat recorded in Plat Book 17, Page 35 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northeast corner of said Lot 9;

thence South 1°15'10" East 5.26 feet along an easterly line of said Lot 9 and the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);

thence South 5°26'16" East 145.29 feet along an easterly line of said Lot 9 and the westerly right-of-way line of Ranshaw Way to the southeast corner of said Lot 9;

thence South 89°35'00" West 15.00 feet along the south line of said Lot 9;

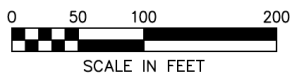
thence North 0°25'00" West 113.60 feet;

thence North 5°26'16" West 29.51 feet;

thence South 89°35'00" West 10.11 feet;

thence North 1°15'10" West 7.00 feet to a point of intersection with the north line of said Lot 9;

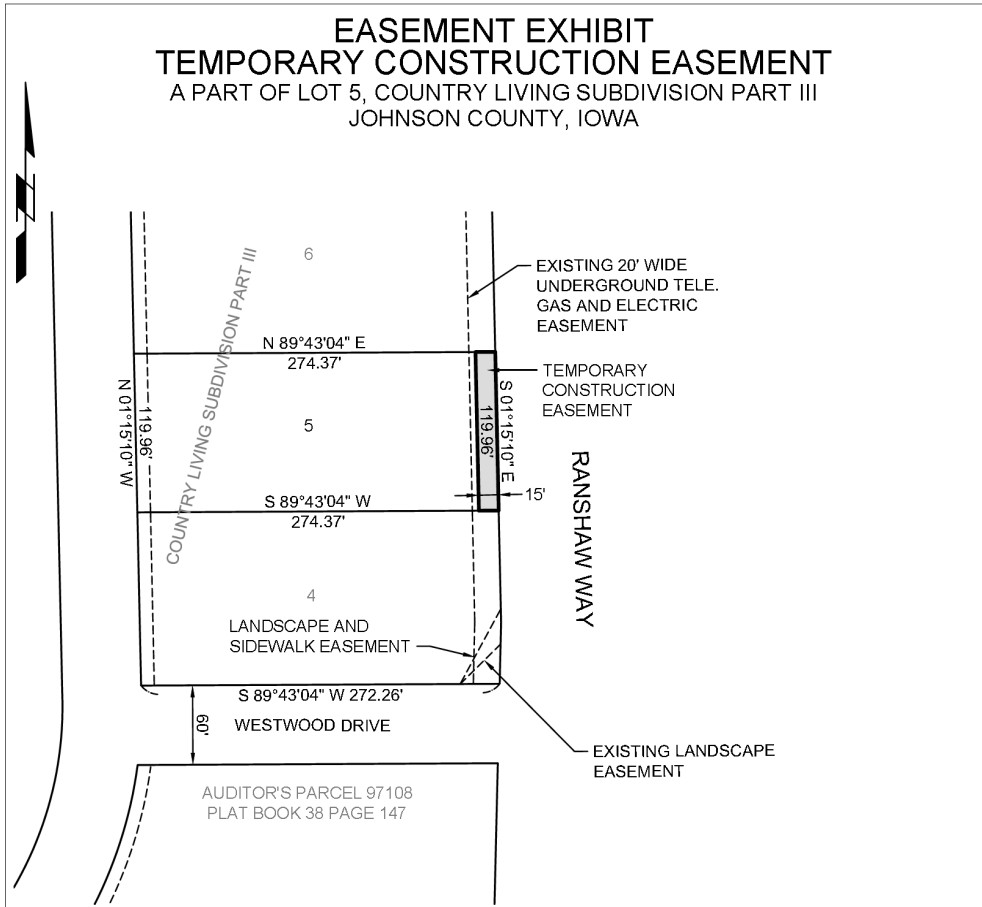
thence North 89°35'00" East 15.00 feet along said north line to the point of beginning and containing 1390 square feet more or less.



SHIVEHATTERY ARCHITECTURE+ENGINEERING 2839 Northgate Drive Iowa City, Iowa 52245 319.354.3040 www.shive-hattery.com Iowa Illinois Indiana Illinois Firm Number: 184-000214	EASEMENT EXHIBIT LOT 9, COUNTRY LIVING SUB. PT. II RAEMATT MINI-STORAGE, LLC NORTH LIBERTY, JOHNSON COUNTY, IOWA		PROJECT NO. 119343-0
	DATE 7/9/20	SCALE AS SHOWN	SHEET NO. 1 of 1
	DRAWN JSB	FIELD BOOK --	APPROVED JSB

EXHIBIT E

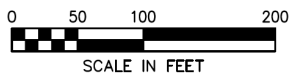
EASEMENT EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
 A PART OF LOT 5, COUNTRY LIVING SUBDIVISION PART III
 JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on the east 15 feet of Lot 5, Country Living Subdivision Part III (Final Plat recorded in Plat Book 19, Page 9 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa.

Area: 1799 square feet more or less.



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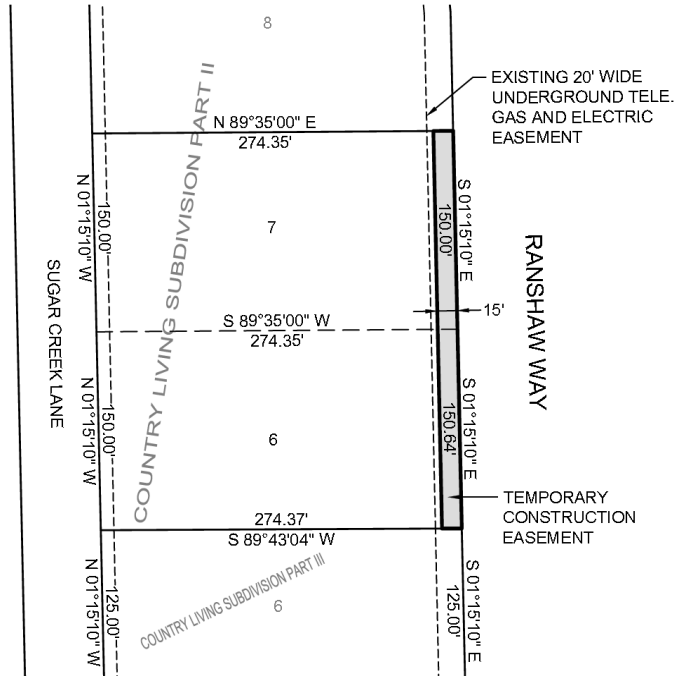
EASEMENT EXHIBIT			
LOT 5, COUNTRY LIVING SUB. PT. III			
PROPERTY OWNER: RALOS EIXOM, LLC			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/1/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.
119343-0

SHEET NO.
1 of 1

EXHIBIT F

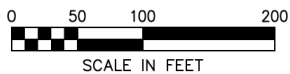
EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT
 A PART OF LOT 6 AND LOT 7, COUNTRY LIVING SUBDIVISION PART II
 JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on the east 15 feet of Lot 6 and Lot 7 of Country Living Subdivision Part II (Final Plat recorded in Plat Book 17, Page 35 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa.

Area: 4509 square feet more or less.



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EASEMENT EXHIBIT LOTS 6 AND 7, COUNTRY LIVING SUB. PT. II PROPERTY OWNER: SUGAR CREEK LANE, LLC NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/8/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.
 119343-0

SHEET NO.

1 of 1

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Surface Transportation Block Grant Program Project**

Recipient: City of North Liberty

Project No.: STP-U-5557(622)--70-52

Iowa DOT Agreement No.: 6-20-STBGU-026

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of North Liberty, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The Recipient has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the EasternRegion Local Systems Field Engineer, Kent L. Ellis. The Recipient's contact person shall be the City Administrator.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:

PCC Pavement – Grade and Replace in the City of North Liberty on Renshaw Way from Zeller Street South to Hawkeye Drive
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBGP funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount stipulated in the Johnson County Council of Governments current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
6. The Recipient shall pay for all project costs not reimbursed with STBG funds.
7. If the project described in Section 3 drops out of the Johnson County Council of Governments current TIP or the approved current STIP prior to obligation of Federal funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.

- 9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
- 10. It is the intent of both parties that no third party beneficiaries be created by this agreement.
- 11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20_____

Title of city official

I, _____, certify that I am the City Clerk of North Liberty, and that _____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20_____.

Signed _____ Date _____, 20_____

City Clerk of North Liberty, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____ Date _____, 20_____

Kent L. Ellis, P.E.
Local Systems Field Engineer
Eastern Region

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.
- c. Upon receiving FHWA Authorization, the Recipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there are no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the recipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of fund can be adjusted or other options can be explored.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient. If approved, the approved indirect cost rate shall be incorporated by means of an amendment to this agreement.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions, 4.030, Environmental Data Sheet Instructions, 4.020, NEPA Class of Action, and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 4.130, 404 Permit Process, 4.140, Storm Water Permits, 4.190, Highway Improvements in the Vicinity of Airports or Heliports, and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.

- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 5.120, Local Letting Process- Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC

Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.
- f. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal fund, reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving federal fund on future projects until the Recipient has demonstrated responsible management of federal funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

Resolution No. 2020-107

A RESOLUTION APPROVING THE FEDERAL AID AGREEMENT FOR A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM PROJECT BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTH LIBERTY (IOWA DOT AGREEMENT NO: 6-20-STBGU-026)

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

WHEREAS, the City of North Liberty intends to undertake the Highway 965/Ranshaw Way Phase 5 Project;

WHEREAS, the City of North Liberty was awarded grant funds for this project;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the use of those grant funds.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and IDOT is approved for the Surface Transportation Block Grant Program Project (STP-U-5557(622)-70-52) for Agreement number 6-20-STBGU-026.

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

APPROVED AND ADOPTED this 22nd day of December, 2020.

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



Street Name Change



12/7/2020

Krause Gateway Center
1459 Grand Ave
Des Moines IA 50309

Re: Kum and Go located at 610 North Kansas Avenue North Liberty, Iowa 52317

Dear Sir and Madam,

This letter is to notify you that the North Liberty City Council will consider a resolution changing the street name North Kansas Avenue north of West Penn Street to Heartland Way. The resolution will be considered at the December 22, 2020 City Council meeting, which begins at 6:30 PM.

City staff is providing this letter to see if you have any concerns as this directly affects the Kum and Go located at 610 North Kansas Avenue.

Please do not hesitate to contact me with any questions or concerns you may have.



Ryan Rusnak, AICP
Planning Director
North Liberty Planning Department
319-626-5747
rrusnak@northlibertyiowa.org

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- Adult Signature Restricted Delivery \$

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Krause Gateway Center

Street and Apt. No., or PO Box No.

1459 Grand Ave

City, State, ZIP+4®

Des Moines, Ia 50309

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7019 0700 0001 6555 4578

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Krause Gateway Center
1459 Grand Ave.
Des Moines, Ia 50309



9590 9402 5189 9122 9850 65

2. Article Number (Transfer from service label)

7019 0700 0001 6555 4578

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Handwritten Signature]

Agent

Addressee

B. Received by (Printed Name)

Irma Lara

C. Date of Delivery

12/11/2020

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

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- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Resolution No. 2020-108

RESOLUTION AUTHORIZING AND APPROVING THE CHANGE OF THE STREET NAME OF NORTH KANSAS AVENUE TO HEARTLAND WAY IN SAINTS CORRIDOR COMMERCIAL PARK – PART ONE IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

WHEREAS, the final plat of Saints Corridor Commercial Park – Part One in the City of North Liberty, Johnson County, Iowa, was approved by the North Liberty City Council by Resolution No. 2006-16 adopted on February 14, 2006, and was filed in the plat records of the Johnson County Recorder in Plat Book 50, Page 271, and

WHEREAS, the final plat of Saints Corridor Commercial Park – Part One, includes a street named North Kansas Avenue, and

WHEREAS, City staff has recommended the amendment of this street name to Heartland Way.

NOW, THEREFORE, BE IT RESOLVED by the North Liberty City Council that the street known as North Kansas Avenue in Saints Corridor Commercial Park – Part One is hereby renamed Heartland Way.

BE IT FURTHER RESOLVED that the clerk is hereby authorized and directed to send a copy of this Resolution to the Johnson County Recorder for recording.

APPROVED AND ADOPTED this 22nd day of December, 2020.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Parking Resolution

Ryan Rusnak

From: Stephen Ochs <stephen.ochs24@gmail.com>
Sent: Friday, July 24, 2020 10:38 AM
To: Ryan Rusnak
Subject: [EXTERNAL] E Weston Dr

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

Ryan,

Hope all is well. Attached a couple photos of turning on to Weston Dr.

After looking at it some more there is a no parking here to corner on the north side of Weston dr however it is about 15-20ft from the stop sign to access Front Street. Even if that was to be back up a little bit I think it would help dramatically for people coming in and out of the neighborhood as the cars parked pulling in and having to zig zag is hazardous. I still think restricting parking on the north side of the road is the best course of action but moving that sign back might be a suitable solution.

The first photo is a photo my wife took while we were leaving the neighborhood. As you can see the van coming into the neighborhood had to stop because I was in the middle due to a car on the north Side. If this was a less busy road this wouldn't be an issue but people are constantly in and out.

Please let me know if you have any questions thank you for your consideration.

Stephen Ochs







Ryan Rusnak

From: Jerry McCormick <mccormickjl32@gmail.com>
Sent: Wednesday, September 09, 2020 8:20 AM
To: Ryan Rusnak
Subject: [EXTERNAL] On street parking for E. WestonDr.

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

Mr. Rusnak,

Thank you for the opportunity to provide you and the City council input in regard to parking on E. Weston Dr.

My home is on the north side of E. Weston and I am enthusiastic about this new regulation. First, it is safer to have parking on one side of the street considering the amount of traffic that goes up and down Weston. Second, since the south side of Weston has homes that have a small semi-circular drive in front of their homes they tend to park on the main street when they have a need for additional parking. By making the north side of the street a no parking zone, it would eliminate the need for moving traffic to drive around vehicles parked on both sides.

If I may, I would make an additional request, that a no parking sign be placed on the south side of the street close to the intersection of Weston and Front. This would allow traffic that is attempting to enter Weston from the north and south of Front street to do so safely. A vehicle going west on Weston near the stop sign and another vehicle trying to turn off of North onto Weston heading east and having a parked vehicle on the south side of the street, close to the stop sign, creates a very difficult situation. Add pedestrians and it becomes even more dangerous. Posting a speed limit of 25 mph on Weston would also make it safer.

Thanks again for the opportunity to comment. If you have any questions I can be reached at 563-650-2207. My address is 50 East Weston Dr. (on the north side of Weston).

Ryan Rusnak

From: Mike Nicholls <handpiecerepairguy@gmail.com>
Sent: Wednesday, September 09, 2020 10:16 AM
To: Ryan Rusnak
Subject: [EXTERNAL] Weston parking

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

Hi Ryan,

I received your letter of September 3rd concerning the parking status on Weston street. I live at 795 Broadmoor Dr and I travel Weston many times a day. If parking was restricted on the north side of weston that would be the best choice for this reason. When our lawn service company arrives they park a large truck on the south side of weston and if there is someone parking on the North side of weston you have to wait for the oncoming traffic to clear. If there was no parking on the North side of weston there would be no problem passing the large truck and meeting the oncoming car with no hesitation. I am all for weston north side with no parking. The people that live on the North side could have their visitors park on the south side as there is more space to park on the south side compared to the north side that has driveways reducing the space to park. I hope this was helpful when making you case with the city council.

Best regards,
Mike Nicholls

--

Mike Nicholls
Dental Handpiece Repair Guy
319-621-3682

Ryan Rusnak

From: CHRIS MILLER <chrisndenise95@msn.com>
Sent: Saturday, September 12, 2020 10:55 AM
To: Ryan Rusnak
Subject: [EXTERNAL] East Weston Street

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

Dear City Council,

We are very pleased to learn the removal of on street parking on one side of East Weston Street is under consideration. We live at 185 East Weston Drive. We believe safety and traffic flow would improve if this request is approved by the council.

Thank you,

Chris and Denise Miller
(319) 631-2604

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Ryan Rusnak

From: Tiffani McDougall-Edmonds <okoboji79@hotmail.com>
Sent: Friday, September 18, 2020 1:34 PM
To: Ryan Rusnak
Subject: [EXTERNAL] East Weston Drive Parking

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

I would like to submit feedback regarding parking changes on our street.

I do NOT think there should be any parking restrictions unless it is going to be applied to the entire neighborhood. The neighboring blocks have cars parking on both sides.

The biggest offender of people parking on East Weston is the family that has the camper. Campers should NOT be parked on the street.

Tiffani McDougall-Edmonds

Ryan Rusnak

From: Muzel Chen <mzchen661122@yahoo.com>
Sent: Tuesday, September 22, 2020 11:42 AM
To: Ryan Rusnak
Subject: Re: [EXTERNAL] Weston Dr Parking

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

Thank you so much for the information Ryan, and I'll look out for the city council agenda in the future. I appreciate the letter coming in the mail.

Best,
Muzel

On Monday, September 21, 2020, 12:00:40 PM CDT, Ryan Rusnak <rusrnak@northlibertyiowa.org> wrote:

Muzel,

We have not taken further action, but may soon forward it to City Council.

We had a citizen bring to our attention that navigating the road was difficult when cars are parked on both sides of the street.

RYAN RUSNAK, AICP

PLANNING DIRECTOR

(319) 626-5747 office

Messages to and from this account are subject to public disclosure unless otherwise provided by law.

-----Original Message-----

From: Muzel Chen [mailto:mzchen661122@yahoo.com]

Sent: Monday, September 21, 2020 11:58 AM

To: Ryan Rusnak <rrusnak@northlibertyiowa.org>

Subject: [EXTERNAL] Weston Dr Parking

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

Ryan,

I hope I'm contacting the right person. Some time ago I received a letter about restricting parking on the north side of Weston Dr, North Liberty, since I'm a resident on this street.

Has any resolution been made in regards to the parking?

If not, could you tell me what motivated this restriction?

Regards,
Muzel

Ryan Rusnak

From: Judy Jensen <jcookies@me.com>
Sent: Saturday, December 05, 2020 8:43 PM
To: Ryan Rusnak
Subject: [EXTERNAL] East Weston Dr North Liberty

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

Ryan Rusnak and City Staff,

Please add me, Judy Jensen at 205 E Weston Dr, to the list of "in favor of" taking further action to prohibit side street parking on the north side of East Weston Dr.

As the traffic has increased and it appears an increase of cars per condominium units on the north side may be parking on street, traffic does not move easily or safely on E Weston Dr.

Thank you for considering a resolution.

Judy Jensen

Sent from my iPad

Ryan Rusnak

From: Janet & Bob Crow <jbcrow@southslope.net>
Sent: Monday, December 07, 2020 3:32 PM
To: Ryan Rusnak
Subject: [EXTERNAL] Parking on E. Weston Dr.

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

I would like to let you know that I have changed my mind - now I do NOT think it is necessary to restrict parking on E. Weston. Your first letter came on 9/3/20 and I replied on 9/10/20 that we had noticed more cars parked on the street, so maybe it is time to make a change. After I sent that, I noticed that there were not any cars on our street that day. I decided to start looking at the parking closer. What I found was that most days there were no cars on the street. A few times there were 1-3 cars. By then, it was past the Sept. 18 deadline for comments. I have continued to watch it and it has remained the same for the past three months. We are retired and are around all the time (particularly the last 9 months!) so can see the road at all times of day.

Earlier in the summer, when the coronavirus restrictions started, there was a spell when there were a lot of cars parked on both sides of our street and it did make driving difficult at that time. But after a few weeks, it went away and went back to normal. Also, there have been changes in ownership of three condos on this street during the past few months and that has affected what cars are parked on the street. Now the street is empty of parked cars most of the time and we can see no need to restrict parking when very few people are parking there. In addition, we need to keep parking available on both sides of the street to accommodate guests for our condos and the condos around the pond. Also, we need to have space available for the lawn care trucks, delivery trucks and repair trucks to park.

By the way, my husband also feels strongly that there is no need to restrict parking when the street is empty most of the time. We'd rather keep it simple.

Therefore, I would like to request that your office (or whoever) do either regular or random checks on parking on E. Weston to verify what I told you before the council is ready to make a decision. Thank you.

Janet and Bob Crow, 100 E. Weston Dr. 319-626-2601

P.S. Could you please send me an acknowledgement to let you know you received this letter? Thanks.

Ryan Rusnak

From: m9044@aol.com
Sent: Thursday, December 17, 2020 4:38 PM
To: Ryan Rusnak
Subject: [EXTERNAL] removing parking on north side of East Weston Drive between South Front Street and Broadmoor Drive

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

Ryan:

As a property owner at 175 E. Weston Drive, North Liberty, Iowa 52317, I support the City Council approving a resolution prohibiting on street parking on the north side of East Weston Drive between South Front Street and Broadmoor Drive.

Thank you,

Mary Gauthier

Resolution No. 2020-109

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

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

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

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

<u>Street</u>	<u>Side of Street Parking is Prohibited</u>	<u>Times</u>
236th Street	North side from Progress Street to the west 140 feet	at all times
236th Street	South side between Progress Street and North Jones Boulevard	at all times
238th Street	Both sides between Progress Street and North Jones Boulevard	at all times
240th Street	Both sides	at all times
Alexander Way	Both sides	at all times
Ashley Court	South side from the intersection with Highway 965 to the eastern end, at the railroad property	at all times
Birch Street	From Front Street west approximately 320 feet to the first Stewart Street intersection	at all times
Brook Ridge Avenue	West side	at all times
Cherry Street	Both sides from the CRANDIC railroad crossing west to the intersection of Highway 965	at all times
Cherry Street	South side from Highway 965 to its westerly termination	at all times
Commercial Drive	Both sides	at all times
Community Drive	Both sides	at all times
Cook Circle	West side	at all times
Denison Ave	North side	at all times
Devmont Court	South side	at all times
Dickinson Drive	North side from Dubuque Street east to the intersection with Whitman Avenue	at all times
Dubuque Street	Both sides from a point one hundred feet south of the intersection with Cherry Street south to the city limits	at all times
Dubuque Street	Both sides from Main Street north to the city limits	at all times
East Hickory Street	North side between posted signs	at all times
East Hickory Street	South side where posted at the inside corner approximately two hundred feet east of Front Street	
East Jefferson Street	South side	at all times
Elm Grove Avenue	North side	at all times
Elm Ridge Court	Adjacent to properties with odd-numbered addresses (south side)	at all times
Elm Ridge Drive	Side adjacent to the properties with even-numbered addresses.	at all times
Emily Street	East side	at all times
Front Street	Both sides from Dubuque Street north to the city limits	at all times
Front Street	Both sides from Zeller Street south to the city limits	at all times
Front Street	East side between Cherry Street south to Zeller Street on even-numbered days	6:00 a.m. to 6:00 p.m.
Front Street	West side between Cherry Street south to Zeller Street on odd-numbered days	6:00 a.m. to 6:00 p.m.
Hackberry Street	North side	at all times
Hawkeye Drive	Both sides	at all times
Hawkeye Drive	Both sides between Highway 965 and Spartan Drive	at all times
Hawthorne Place	Side adjacent to the properties with odd-numbered addresses	at all times
Heritage Place	North side of the street on even-numbered days	6:00 a.m. to 6:00 p.m.
Heritage Place	South side of the street on odd-numbered days	6:00 a.m. to 6:00 p.m.
Herky Street	Both sides from its intersection with Penn Street south a distance of nine hundred and ten feet	at all times
Highway 965	Both sides	at all times
Jessie Street	West side and anywhere on the two extensions on the east side and west side of Jessie Street	at all times
Jones Boulevard	Both sides	at all times
Juniper Court	Both sides from Hackberry Street to Juniper Street	at all times
Juniper Street	North side from the intersection with Dubuque Street for 228 feet to the west	at all times
Juniper Street	South side	at all times
Kansas Avenue	Both sides	at all times
Liberty Way	Both sides	at all times
Lincoln Drive	South side from Cameron Way to the west termination	at all times
Lining Lane	Both sides	at all times
Lions Drive	Both sides	at all times
Main Street	West side	at all times
Maple Street	Adjacent to properties with even-numbered addresses	at all times
Mark Twain Court	East side abutting Lots 14 and 16 on even-numbered days	6:00 a.m. to 6:00 p.m.
Mark Twain Court	South and west side abutting Lots 13 through 19 on odd-numbered days	6:00 a.m. to 6:00 p.m.

North Stewart Street	East side from the intersection of Penn Street to a point three hundred feet south	at all times
Oak Terrace Avenue	West and south sides (street curves)	at all times
Park View Court	West side from the intersection of Zeller Street to a point five hundred feet south	at all times
Penn Court	Both sides on both the North and West parts of the street	at all times
Penn Street	Both sides	at all times
Pheasant Lane	North side from Scales Bend Road to Timber Wolf Drive through the duration of the Highway 965 Project	at all times
Pheasant Lane	South side from Scales Bend Road to Highway 965	at all times
Prairie Ridge Road	North and east sides between Sugar Creek Lane and Zeller Street	at all times
Prairie Ridge Road	South side of Prairie Ridge Road from a point one hundred eighty-five feet west of the intersection with Sugar Creek Lane east to the intersection with Sugar Creek Lane	at all times
Progress Street	Both sides	at all times
Rachael Street	West side from the intersection of Blue Sky Drive to the south to the end of the street	at all times
River Bend Lane	West side	at all times
Stoner Court	Both sides	at all times
Sugar Creek Lane	Both sides from Zeller Street south to the intersection with Fairview Lane, except that parking is permitted on the east side of Sugar Creek Lane from Westwood Drive to Fairview Lane	at all times
Vandello Circle	North side around the entire curve to the south	at all times
Vandello Drive	Both sides between Front Street and Cook Circle	at all times
Vandello Drive	North side between Cook Circle and Sadler Drive	at all times
Vandello Drive	Both sides 60 feet from its intersection with Sadler Drive	at all times
Weston Dr	North side between S Front Street and Broadmoor Dr	at all times
Westwood Drive	Both sides	at all times
Zeller Street	North side of the street on even-numbered days	6:00 a.m. to 6:00 p.m.
Zeller Street	South side of the street on odd-numbered days	6:00 a.m. to 6:00 p.m.

APPROVED AND ADOPTED this 22nd day of December, 2020.

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



Comprehensive Plan



Policy Summary

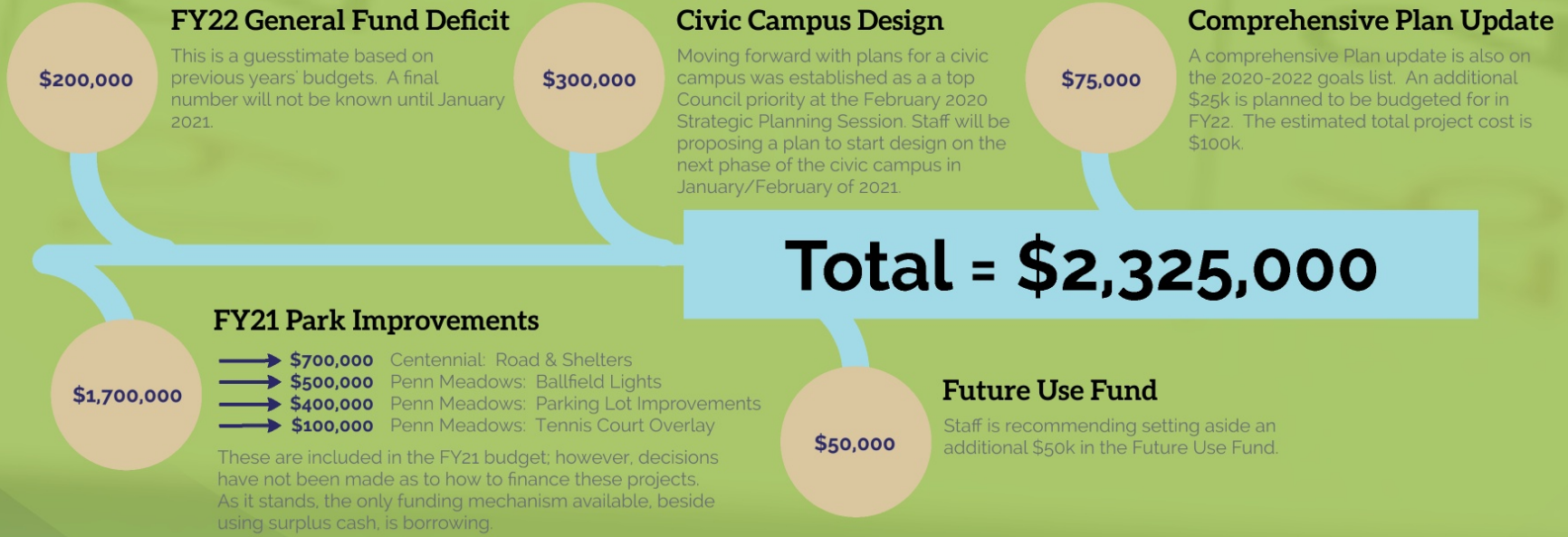
Unassigned General Fund Balance	\$5,097,238
General Fund Revenues	\$13,463,370
Fund Balance as a % of Revenues	37.86%
Fund Balance Policy (30% of revenues)	\$4,039,011
Balance Required to be Assigned	\$1,058,227

Fund Balance Policy (30% of revenues)

\$4,039,011

Balance Required to be Assigned

\$1,058,227





To **Ryan Heiar, City Administrator**
From **Ryan Rusnak, Planning Director**
Date **12/17/2020**
Re **Proposed Comprehensive Plan Amendment**

The comprehensive plan is a long range planning document designed to guide decisions about the physical development North Liberty. It presents a vision for the future, with long-range goals and objectives for all activities that affect the local government. Comprehensive Plans address topics such as land use, economic development, housing, environmental protection, transportation, and more.

The first North Liberty City Plan (comprehensive plan) was created in 1967, and the plan has been updated from time to time. The most recent Comprehensive Plan update was adopted in 2005; however, several micro updates have been implemented in that last decade. In a faster growing community like North Liberty, the Comprehensive Plan should be evaluated every five years and amended every 10 years. Staff is recommending that Comprehensive Plan updates coincide with the release of decennial census data. Census data is a foundation of comprehensive planning, providing a snapshot of North Liberty, outlining growth trends, and distinguishing key demographic indicators.

Staff proposes conducting a nationwide search soliciting consulting firms with extensive experience and skills in the development of comprehensive plans to submit a proposal to prepare the update. Staff expects the plan will address the changing trends of today and match the City's values and progressive spirit. The selected consultant will work with the City to determine the specific elements to be addressed in the Comprehensive Plan update. Expected areas of emphasis include growth and annexation, managing future transportation needs, future land use planning, determining parks and recreation needs, and alternative development patterns and typologies, which may result in the need to modernize City development regulations.

City staff requested cost estimates from an Iowa-based consulting firm, which performs this type of service. While there is a wide range of cost depending on the level public engagement or the need for more specialized services, staff estimates the Comprehensive Plan update will cost \$80,000 to \$120,000.



Civic Campus



Facilities Assessment
City Hall
3 Quail Creek Circle
Hwy 965 (Ranshaw Way)
North Liberty, IA 52317

Project Number: 1201040



2839 Northgate Dr. Iowa City, IA 52245
Office Phone 319-354-3040 | shive-hattery.com

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EXECUTIVE SUMMARY

The focus of the study was to provide comparisons between the city offices staying in their current location at the Ranshaw Way property or at a new facility on the Cherry St. site. The study used projections from a 2014 study and projected those needs out for another 15 years. The resultant space requirements were used to establish the needed square feet the City could project in its decisions to stay in its current location or construct a new facility.

The focus of the report is to determine viability for continued use of the existing facility by the City of North Liberty for the next 15 years, while comparing those costs against a new facility. The on-site reviews consisted of cursory visual observations by Shive-Hattery staff. The assessment objective was to identify physical deficiencies in materials, safety, and functionality of the property specific to its use as a City Hall and a civic building, versus a review by comparison of its initial intended design as a light-commercial office building. Because of the cursory nature of the report, the assessment did not include destructive testing or review of any items that were not visible.

Evaluations focused on:

- Physical condition of the property and extent of repairs and improvements that are required.
- Space plan evaluation based on the 2014 study which used projected growth needs projected by city staff via questionnaires. These projections focused on needs up until 2020. Refer to the attached growth rate table which shows past growth rates and projects future growth using the past 20 year average of 3.8%.
- Recommended security improvements to the Ranshaw Way site.
- Evaluation of ADA accessibility issues observed on the exterior of the Epley buildings with interior updates required to meet current accessibility codes and providing services for a public building.
- Comparison of new facility costs and remodel costs between the Ranshaw Way and Cherry St. sites, respectively.

Summary of budgets between sites are as follows:

Ranshaw Way Budget Summary

\$6,292,000 Remodel/Repair
16,580 S.F. = \$379.50/S.F.

Cherry St. Budget Summary

\$6,898,000 New Construction
17,250 S.F. = \$399.88/S.F.

Existing Ranshaw Way Site

The Ranshaw Way site has 16,580 square feet of available existing space, with enough rear yard for an approximately 3,000 square feet addition option. The total area available at the Ranshaw Way site would thus be no more than 19,500 – 20,000 square feet.

Budget Costs Summary for Improvements at Ranshaw Way Site

Space Needs Interior Remodel	\$2,837,000*
Building Improvements	\$955,000
Site Improvements	\$500,000
Property Purchase	\$2,000,000**
Total	\$6,292,000

Break-Out Budget summary for individual work:

Security Improvements	\$406,000 (Included in remodel costs above)
ADA Improvements	\$255,000 (included in remodel costs above)
Wood framed 3,000 sf addition	\$570,000 (not included in costs above)

*Additional budgetary concern for the costs to temporary relocate staff during construction.

Budgetary costs included herein do not include relocation costs or new furnishings.

**Current Assessor's value of property. Actual cost of purchase is unknown.

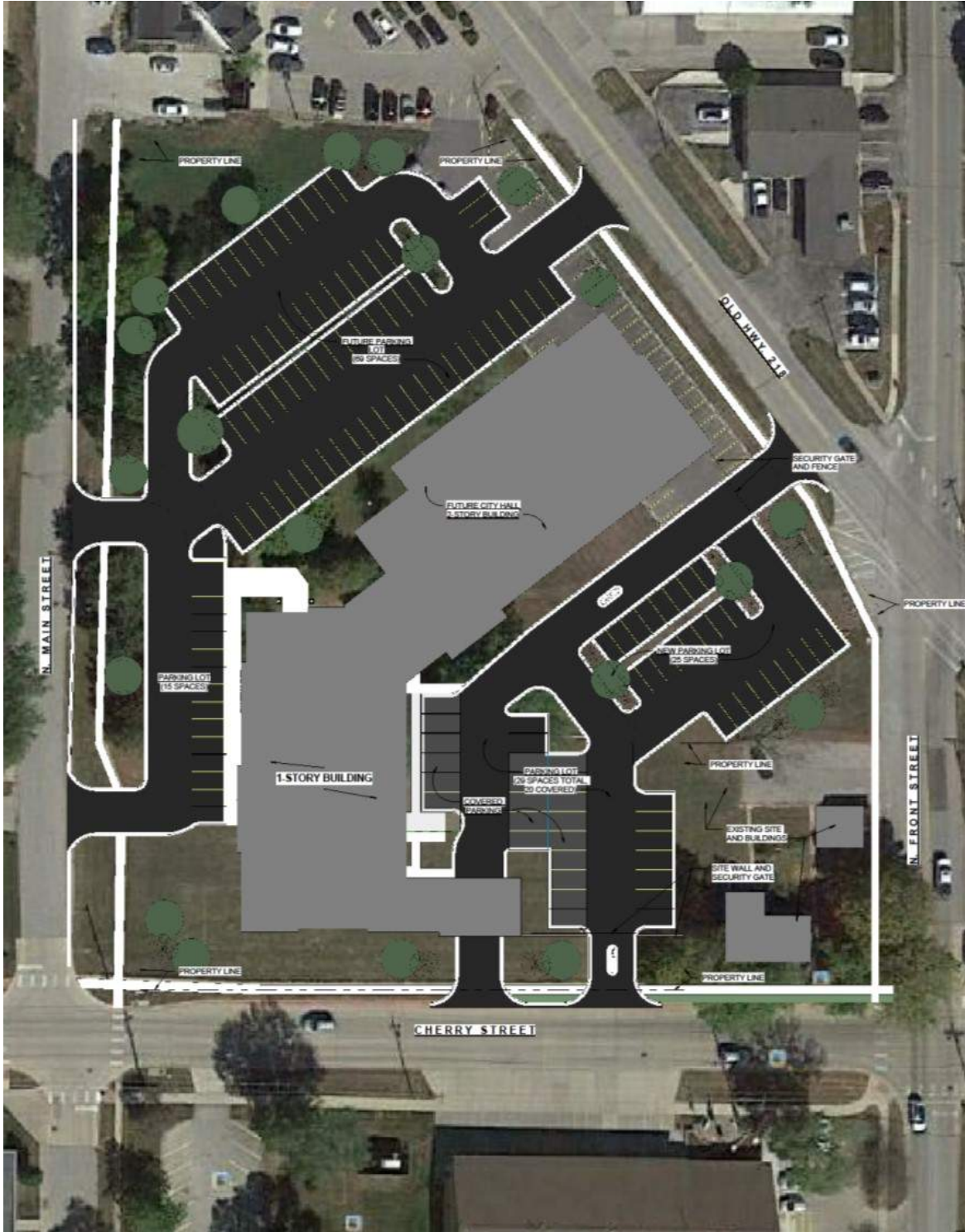
New Cherry St. Facility

During initial planning for the new police department building, a new administration building was shown to fit on the site, attached to the police department facility. A two story, 34,500 square feet City Administration building was proposed as the maximum that could fit on the available property. While current projections for staffing needs do not indicate this amount of space is required, half that area, (roughly 17,250) would satisfy the projected space needs for the next 10+ years. See attached site plan of what was proposed. If this option were chosen, it would be prudent to construct a single-story building with engineered provisions to add the second story as future growth demands. The costs per square foot include a second emergency generator, provisions for framing the roof as a second floor so the building can expand vertically in the future and provisions for a future elevator.

Budget Costs Summary for New Facility at Cherry St. Site

17,250 S.F. City Hall, \$226/S.F.	\$3,898,000 (assumes similar materials as new Police Dept)
Site Improvements	\$1,100,000
Contingency – 20%	\$1,000,000
Sub-Total Construction	\$5,998,000
A/E Fees, testing – 15%	\$900,000
Total	\$6,898,000

SAMPLE CHERRY ST. CAMPUS PLAN



SPACE NEEDS EVALUATION

Narrative: The space needs assessment compares the existing building complex’s available square feet with the future needs of the city. Data was drawn from interviews with city staff department heads during an assessment performed by Shive-Hattery in 2014. The data included input from City Administration, Building Department, City Attorney, City Council, Communications/Marketing, Planning, Streets, Human Resources and Police Department. For the purpose of this current evaluation, data for the Police Department was removed, and proposed shared spaces with the police department were reduced.

A. Summary of findings

The available square feet within the entire three building complex, is adequate to meet the needs of staff based on the results of the interviews in 2014, and a modified tally of the room size calculations per the Space Needs Spreadsheet. Updated data and interviews with staff will be required to confirm space needs and evaluate adjacencies in the plan to provide a more accurate concept.

Total area needs based on the 2014 report and projections to 2035, equal 14,196 square feet. The available square feet within the three-building complex is 16,580 square feet. 2,384 square feet remains for expansion within the existing three building complex.

A few items of note in the calculations:

- Building Department growth from the 2014 study projects a growth of 6 staff. Office space was projected accordingly.
- No growth was projected for communications staffing in the 2014 questionnaire; however, the assessment includes the Communications department within space needs. Those areas are not indicated within the floor plan. Further study and planning would be required to verify the best location for the staff within the building.
- While custodial, office supplies and other storage areas fall under the net-to-gross ratio, further discussions are required for custodial services recycling needs, storage and collection of waste streams. These can have a significant impact on space needs within the building. This study assumes a 7% increase of this ratio.
- Utilizing three separate buildings for all space needs can produce inefficiencies in terms of arrangements and adjacencies versus a single large floor plan. The attached sample floor plan attempts to group departments for best fit and distributes areas for growth across all three buildings.

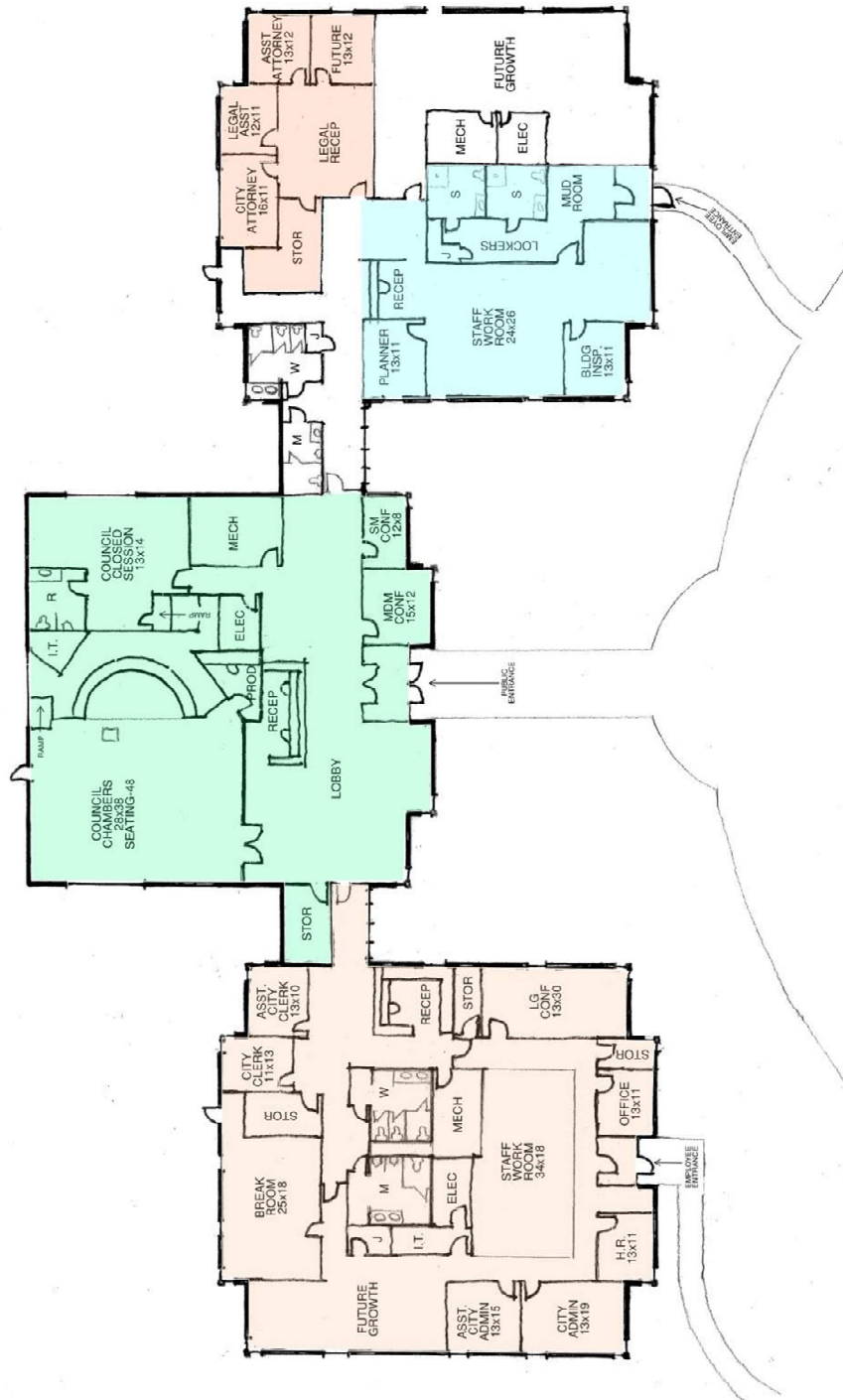
B. Costs

Costs for improvements of spaces assumes a complete gutting of all interior materials and floor plan layouts and reconstructing in a new configuration. The costs include security and accessibility improvements.

Budget Costs: Interior Space Needs

16,580 square feet @ \$124/sf	\$2,056,000 (includes Demo + ADA & Security improvements)
Contingency – 20%	\$411,000
Sub-Total Construction	\$2,467,000
A/E Fees, testing – 15%	\$370,000
<hr/>	
Total	\$2,837,000

SAMPLE RANSHAW WAY FLOOR PLAN



Conceptual Plan

SAMPLE RANSHAW WAY SITE PLAN



CENSUS DATA

Geography	Yearly Projection Basis (%)	BASED ON PAST 15 YEAR AVERAGE, CARRIED FORWARD FOR NEXT 15 YEARS									
		2016	2017	2018	2019	2020	2025	2030	2035		
Iowa	0.50%	3,139,518	3,155,216	3,170,992	3,186,847	3,202,781	3,283,656	3,366,572	3,451,582	3,536,500	
Altoona city, Iowa	3.04%	17,500	18,032	18,581	19,145	19,727	22,914	26,615	30,914		
Ames city, Iowa	2.07%	66,407	67,781	69,184	70,617	72,078	79,854	88,468	98,011		
Ankeny city, Iowa	4.91%	59,551	62,475	65,543	68,761	72,137	91,673	116,500	148,051		
Boone city, Iowa	0.05%	12,698	12,705	12,711	12,717	12,724	12,756	12,788	12,820		
Clinton city, Iowa	0.20%	26,116	26,168	26,221	26,273	26,326	26,590	26,857	27,127		
Clive city, Iowa	2.25%	17,811	18,212	18,621	19,040	19,469	21,760	24,321	27,183		
Coralville city, Iowa	1.80%	20,979	21,357	21,741	22,132	22,531	24,633	26,931	29,444		
Davenport city, Iowa	0.58%	103,177	103,775	104,377	104,983	105,592	108,689	111,878	115,161		
Des Moines city, Iowa	0.68%	211,760	213,200	214,650	216,110	217,579	225,078	232,836	240,860		
Grimes city, Iowa	5.89%	11,305	11,971	12,676	13,422	14,213	18,922	25,190	33,536		
Grinnell city, Iowa	0.10%	9,150	9,159	9,168	9,178	9,187	9,233	9,279	9,326		
Indianola city, Iowa	0.93%	15,611	15,756	15,903	16,050	16,200	16,967	17,771	18,613		
Johnston city, Iowa	4.16%	21,739	22,644	23,586	24,567	25,589	31,373	38,464	47,159		
Marion city, Iowa	1.47%	37,879	38,436	39,001	39,574	40,156	43,195	46,465	49,982		
Mount Pleasant city, Iowa	0.05%	8,437	8,441	8,446	8,450	8,454	8,475	8,496	8,518		
North Liberty city, Iowa	3.82%	16,540	17,173	17,829	18,511	19,219	23,185	27,970	33,743		
Norwalk city, Iowa	2.66%	10,405	10,681	10,965	11,257	11,557	13,178	15,026	17,134		
Oelwein city, Iowa	0.05%	6,156	6,159	6,162	6,165	6,168	6,184	6,199	6,215		
Perry city, Iowa	1.00%	8,170	8,252	8,334	8,417	8,502	8,935	9,391	9,870		
Pleasant Hill city, Iowa	1.20%	9,426	9,539	9,653	9,769	9,886	10,494	11,139	11,824		
Urbandale city, Iowa	2.33%	45,089	46,139	47,214	48,314	49,440	55,475	62,246	69,843		
Waukee city, Iowa	7.54%	20,422	21,962	23,618	25,398	27,313	39,285	56,504	81,269		
Waverly city, Iowa	0.39%	10,105	10,145	10,184	10,224	10,264	10,466	10,671	10,881		
West Des Moines city, Iowa	2.65%	65,812	67,556	69,346	71,184	73,070	83,279	94,914	108,175		

SPACE PLANNING DATA

**Quail Creek Third Addition Lot One (City Hall)
Space Programming
5/20/2020**



Existing Spaces	Existing Area	Net Growth	Projected Growth need by 2035	Remarks
Building Department Vestibule	0	80	80	
City Admin. Vestibule	55	25	80	
City Council Public Vestibule	132	118	250	
Lobby/Reception	594	-244	350	Area includes lobbies in buildings 2 & 3
Public Toilet--M	78	0	78	shared with staff
Public Toilet--W	125	0	125	shared with staff
Staff Toilet--M	123	65	150	
Staff Toilet--W	127	65	150	
Mechanical Electrical	150	300	450	Separate areas within each building
Break	241	309	590	
Conference Large	257	93	350	Separate areas for each building
Conference Small	204	-4	200	Separate areas for each building
Work Room + Office Supplies	316	-16	300	Existing: Copy and Open tables in Admin
Server/Network	90	30	120	
Plotter	105	95	200	
File Storage	209	1	210	Existing: Admin file storage and secure storage
General Storage			within Net:Gross	
Custodial	17	0	within Net:Gross	
Coats	20	0	within Net:Gross	
City Administrator	188	64	252	
Ass't City Administrator	120	5	125	
HR Director	125	-25	100	
City Clerk	127	-2	125	
Asst City Clerk	100	25	125	
Future Growth	0	600	600	Growth: 3-5 people in Admin Dept.
Communications		200	200	Currently not on-site
Planner	120	80	200	Shared layout space with Building Dept.
City Attorney	980	120	1100	Growth-second attorney
Building Dept-offices	1478	472	1950	Growth-6 staff
Council Chambers	1936	564	2500	Existing area includes public vestibule
Totals	8017	3020	10920	
Net-to-Gross Ratio	23%		30%	

Ratio differences represents unaccounted spaces and thickness of walls. Increased sizes for Mechanical and Electrical Rooms for servicing new higher efficiency units and emergency power requirements. Lobby/reception is larger to accommodate security requirements.

	Existing Area	Net Growth	Area Need by 2035	
Total Areas:	9901	4,295	14,196	
Total Space available within Ranshaw Way buildings			16580	Possible space available at Cherry St. site = 34,500 sf.
Existing floor area available for growth beyond 2035			2,384	
Possible addition			3,000	
Total growth on Ranshaw Way site			5,384	Possible growth at Cherry St. site = 17,250 sf.

BUILDING IMPROVEMENTS

Observations and Assessments Narrative: Shive-Hattery performed a facility condition assessment for the entire Epley Building complex of which the City of North Liberty currently occupies roughly 2/3 of the property through a rental agreement. The three-building complex was built in three phases. Building “Two” (center) was built first in 1991 under the 1989 UBC (Uniform Building Code). Building “One” (right) was built in 1993 under the 1991 UBC. Building “Three” (left) was built in 1997 under the 1994 UBC. Thus each building “pod” is not equal as it relates to code compliance, especially as it relates to accessibility.

The buildings are slab-on-grade structures, with wood framed walls and roofs, each of the same size and relative configuration. Each is connected by a short 17 feet long by 15 feet wide link. Each building pod contains 5,342 net useable square feet. The three buildings plus their links provide 16,580 total available square feet.

Review of the building is based on expectations for continued use as a civic public building. The base structures of the buildings are in good condition. There are no cracks or damage to walls or the perimeter foundation that would indicate underlying issues. Upon a cursory cosmetic review, the complex of buildings requires repairs to the exterior. Some building materials are nearing the end of their lifespans. Depending on the extent of interior improvements, updates to utilities, mechanical systems and ADA requirements would be required to meet new codes.

Structure

1. Floors – Concrete slab on grade.
2. Walls – Exterior, 2x6 wood studs with 6” batt insulation with plywood sheathing and cedar bevel siding.
3. Walls – Interior, 2x4 wood studs with 5/8” gypsum board.
4. Roof – Wood truss with asphalt shingles and batt insulation within the bottom chord of truss.

Fenestrations

1. Windows – Aluminum, light commercial storefront.
2. Doors – Exterior, Mix of Aluminum glazed storefront, hollow metal and metal clad with wood trimmed frames.
3. Doors – Interior, Hollow core and solid core wood with mix of wood and hollow metal frames.

Finishes

1. Floors – Carpet everywhere with ceramic tile in wet areas.
2. Walls – Painted textured gypsum board
3. Ceilings – 2x4 suspended grid with some gypsum soffit/ceiling areas.

Plumbing

1. Toilets – Variety of Tank and Flush valve units.
2. Sinks – Wall mounted and countertop vitreous china sinks.
3. Drinking fountains / water coolers – One in Council Chambers entry.
4. Piping – Staff have expressed concerns with poorly draining sanitary pipe as a continual maintenance issue.

HVAC

1. Mechanical Units – Mix of original and replacement residential style air handlers with exterior DX cooling condensers.
2. Ductwork – Individual supply with wild returns to units in some instances.

Electrical

1. Service Entrance – Single transformer in rear of building with no emergency power.
2. Panels – Electrical panels are spread around the buildings and are not enclosed within their own room.
3. Communications – Each building has separate communications entry points.

Summary of Building Improvement Findings

1. The exterior envelope of the building requires repairs. The photos attached show some particular areas that are symptomatic of the issues seen on all three buildings.
2. Shingles are most likely not original, but assuming an average lifespan of asphalt shingles to be 15 – 20 years, and the building's ages between 23 and 29 years, the shingles will need to be replaced soon. There is a mix of shingle types. It is assumed some are newer or may have been recently replaced.
3. The cedar siding requires maintenance and/or repairs to fix cracks and broken sections. The opaque stain on the siding is peeling or worn through in spots. Thus, sanding and re-stain of the entire façade should be expected. However, a more permanent solution is the installation of new cladding to improve energy performance and provide for a less maintenance intensive exterior for continued use as a City-Owned structure.
4. There is a mix of soffit types and fascia around the perimeter of the buildings. All buildings have a stained wood T&G car-siding eave fascia with peeling paint and rot damage. It is recommended that the roof fascia be replaced at the same time as the shingles. The soffits vary between wood panel on buildings one and two, and aluminum on building three. All soffits should be replaced as part of the fascia replacement.
5. The gutters and downspouts are in fair condition. However, most downspouts empty into an underground drain tile with a pop-up relief / "french drain" type termination. This has caused lawn areas around each building to be very soft and wet. Much of the ground on the north side of the building was very wet and ruts from past lawn care equipment were evident. There was standing water in low lying areas following a rain of less than 1/8". It may be prudent to consider the long term maintenance and repair costs of the rear yards following heavy rain events and the potential that standing water and saturated ground may impact the fully grown trees in the rear yard which can pose a threat to the building in high winds.
6. Exterior walls appear to be in good condition. The construction is typical for light commercial construction. However if new cladding is installed on the exterior, it is recommended to have new rigid insulation sheathing installed to improve the energy performance of the buildings.
7. Interior walls appear to be in good condition and probably serve many areas adequately. However, with HIPAA requirements and the need for secure and private conversations, the interior walls are incapable of being modified to increase their effective sound transmission classification (STC) rating. Based on industry standards, current walls are estimated to have an effective STC rating of 35 – 40, while current code standards for meeting HIPAA and reducing audible speech perception would require walls with a minimum rating of 50.
8. Windows are in fair condition. No broken seals were observed in the insulating glass, however from photos you will see that the clear anodizing on the metal is beginning to fail and chalk. This condition will only accelerate as the windows age. Based on their condition and the availability of superior energy performing glass, it is recommended that the windows be replaced. These replacements can coincide with security improvements as well.
9. The exterior aluminum doors are in good condition and are not original. These doors can serve without issue for another decade or more. However, light commercial grade aluminum storefront doors are not adequate for the higher level of security that is appropriate for government buildings.
10. Interior doors are a mix of colors and quality. The frames and hardware are light commercial grade. Door hardware can be assumed to be near the end of their useful lives. These can be replaced on an as-needed basis and for security reasons.
11. Finishes are a mix of time periods based on where areas of the floor plan have been remodeled. Some carpet is in good condition, while other areas are in poor condition. Older carpets can pose an indoor air quality problem. Finishes are also key to wayfinding and demarcation of different departments. They also help define which areas are open to public and those which are not. If current layouts of offices are maintained, it is recommended to consider new finishes for some areas.

12. Plumbing is light commercial. It is assumed the many fixtures throughout all three buildings are in need of improvements or replacement. Considerable water savings can be obtained by switching to modern fixtures. City staff have expressed concerns about poorly draining sanitary pipe as a continual maintenance issue. The study assumes the sanitary line is smaller than current occupant load would require, and/or the line simply does not have enough slope to drain properly. Whatever the cause, this report will assume the sanitary line will require replacement to a point somewhere outside the building footprint.
13. HVAC units appear to be a mix of ages and assumes units were replaced as they failed over time or as areas were remodeled. The units are large residential style vertical air handlers which are inherently energy inefficient in their operation. They also require more maintenance than other systems. If any improvement work is undertaken, it is recommended to study the heating and cooling needs of the new floor plan layout, and other mechanical system options which may be more appropriate and energy efficient.
14. Electrical distribution is independent for each building. There is no central electrical panel room that is secure. Distribution panels are installed in mechanical rooms and in janitor's closets. It is assumed there is a lack of circuits to adequately distribute electrical loads appropriate for the office's use. It is advisable to revise the electrical distribution to place all panels in a secure room and provide for gear to connect to emergency back-up power.

Budget Costs: Building Improvements

Roof – Shingles + Gutter & Fascia	\$140,000
Floors – Patching for underslab work	\$10,000
Walls – Exterior	\$76,000
Window Replacement	\$130,000
Exterior doors (See Security)	\$191,000
Interior (see space needs costs)	\$0
Plumbing – Main Sanitary	\$60,000
Fire Protection	\$85,000
HVAC (Included in space needs costs)	\$0
Electrical (included in space needs costs)	\$0
Contingency – 20%	\$138,000
Sub-Total Construction	\$830,000
A/E Fees, testing – 15%	\$125,000
Total	\$955,000

PHOTOS



PHOTO NUMBER 1	DESCRIPTION: Typical roof fascia with gutter and downspout	
		
PHOTO NUMBER 2	DESCRIPTION: Typical French-drain pop-up from downspout	
		

PHOTO NUMBER 3

DESCRIPTION: Fascia damage and rot – Typical.



PHOTO NUMBER 4

DESCRIPTION: Fascia and trim needing new paint.



PHOTO NUMBER 5

DESCRIPTION: Damaged shingles on Building 3.



PHOTO NUMBER 6

DESCRIPTION: Faded anodizing on windows.



PHOTO NUMBER 7	DESCRIPTION: Different roof eave venting. Plywood soffit damage.
	


PHOTO NUMBER 8	DESCRIPTION: Gutter leak and resulting fascia damage.
	

PHOTO NUMBER 9

DESCRIPTION: Adjacent lawn past French-Drain. Standing water and ruts.



PHOTO NUMBER 10

DESCRIPTION: Back Door, Building 3.



PHOTO NUMBER 11

DESCRIPTION: Variety of condensing units.



PHOTO NUMBER 12

DESCRIPTION: Damaged cedar siding. Repairs and paint is required.



PHOTO NUMBER 13

DESCRIPTION: Continual maintenance of branch removal is required.



PHOTO NUMBER 14

DESCRIPTION: Condensing units too close together. Assumed original units compared to newer units visible in photo.



SECURITY ASSESSMENT

Observations and Assessments Narrative: Security improvement recommendations were based on comments from city staff in the 2014 questionnaires and a cursory review of the complex.

A. Exterior Doors

1. The exterior front entrances are aluminum narrow rail and stile storefront which do not have robust anchoring points and joints to stand up to the higher abuse needs for secure entrances. The three public entry doors and hardware should be replaced with more robust entry and locking systems.
2. Three exterior doors on the rear and east side of the building vary in their materials and condition. All should be replaced with more robust doors, frames and locking systems.
3. Exterior glass adjacent to approaches from parking lots and facing the highway should have security glass. Installation of this type of glass will require a different window frame configuration. Costs below are for front facing and east facing windows only.

B. Public Entrances

1. Lobbies in both Building One and Building Three, are not secure. Building Three has a vestibule which opens directly into the staff reception desk area. Likewise, Building One's entry opens directly to the reception area without a vestibule. Reception staff should be placed behind hard walls and/or behind glass partitions. The reception areas should be configured to allow staff to see visitors approaching the building and react to possible dangerous situations.
2. Public entry point should have a secure lobby to control entry via announcement and release of door locking hardware by staff activation only.
Recommendation:
 - a. Public lobby always open for public. Lobby opens to adjacent city offices with a secure reception area that controls access to those areas. This provides a single public entrance and control point. Reference Ranshaw Way floor plan for proposed layout.

C. Exterior Perimeter

1. Remove overgrown shrubs and trees around building which provide hiding places for would-be assailants. Remove shrubs and trees and replace with more appropriate small-scale landscaping.
2. Exterior lighting should be improved for overall security and protection of public property. Consistent lighting levels around the perimeter of the building should be provided.
3. Security Camera coverage should maintain views of the general property, but specifically each entrance and the predominant approach to the building from the parking lot. Existing conditions suggest a need for 8 camera locations.
4. Additional fencing at building front to prohibit public access to rear and side yards. The fence can be decorative in conformance with picket type fencing found at the Public Works site. For additional security, the repair of the adjacent golf course fencing will require collaboration with the property owner.
5. Vehicle Control System / Building Protection adjacent to drives and parking spaces can be employed to discourage intentional or accidental vehicle collisions into a building. The proposed form of protection would be in the form of a mix of rigid bollards and precast concrete planters spaced to prohibit potential routes of vehicles ramming into the building. Other forms of protection could be retaining walls or other obstructions that limit or make it difficult for a vehicle to reach the building without serious damage, however the costs and design of these are more complicated to implement on an existing site.

D. Records

1. Some on-site storage of records is required. A heavy-duty hollow metal door and frame with badge or fob electronic security control is recommended. Additional storage needs for each department should be secured with access control hardware. Budget cost below is for a single door and hardware location.

Budget Costs: Security

Exterior Front Entrances (3 doors)	\$42,000
Exterior Doors	\$24,000
Secure Windows	\$25,000
Lobbies and Public Entrances	\$125,000
Landscaping	\$8,000
Lighting	\$4,000
Camera Systems	\$8,000
Fencing	\$25,000
Vehicle Control System	\$30,000
Records – single secure door	\$3,000
Contingency – 20%	\$58,000
Sub-Total Construction	\$352,000
A/E Fees, testing – 15%	\$52,000
Total	\$404,000

PHOTOS

PHOTO NUMBER 18

DESCRIPTION: Rear of buildings have unsupervised doors.



PHOTO NUMBER 19

DESCRIPTION: Overgrown shrubs create hiding places.



ADA ASSESSMENT

Observations and Assessments Narrative: Review of architectural items was completed in a general manner and no specific analysis was provided. Review of deficiencies were noted and presented below to provide a list of items which we recommend be addressed for continued use of the building as intended.

A. Building Access

1. Entrances
 - a. Entrances of Buildings One and Two are at-grade and can meet wheelchair access with little modifications.
 - b. Entrance to Building Three is problematic as the exterior approach requires considerable modifications. See site photo #17. The entrances to each building do not have provisions for auto-operating doors to swing open with proper landing clearances or with separation between outer door and inner vestibule doors. The vestibules will need to be revised to meet current codes and best practices for automatic doors.
2. Public Transaction Counters
 - a. Reception counters are required to have lower countertop heights for use by wheelchair bound patrons. A revised countertop configuration is required. This may be integrated into the security requirements discussed in the security section of the report.
3. Restrooms
 - a. Door swing clearances and clear floor space at fixtures do not meet current accessibility codes in Building Three. New restrooms are recommended to meet code.
4. Site pedestrian walks
 - a. Exterior sidewalks have a few issues related to curb cuts and access to slopes and ramps to each entry point of all three buildings. But are in generally good condition.
 - b. Curb cuts from parking lots should be revised to meet current accessibility standards.
 - c. The sidewalk ramp to Building Three entry should be replaced, including handrails and an intermediate landing.
 - d. Stairs in front of Building Three is in poor condition and should be replaced to improve tread and riser consistency.

Budget Cost: Accessibility Improvements

3 Automatic Entrances	\$54,000
Revised Public reception counter	\$11,000
2 New 3 fixture ADA Restrooms	\$80,000
New ADA Ramp	\$8,000
New Public Stair	\$18,000
Sidewalk and Curbs	\$14,000
Contingency – 20%	\$37,600
Sub-Total Construction	\$222,000
A/E Fees, testing – 15%	\$33,000
Total	\$255,000

PHOTOS

PHOTO NUMBER 17

DESCRIPTION: Entrance to Building 3, Ramp, Stairs & Railing upgrades needed.



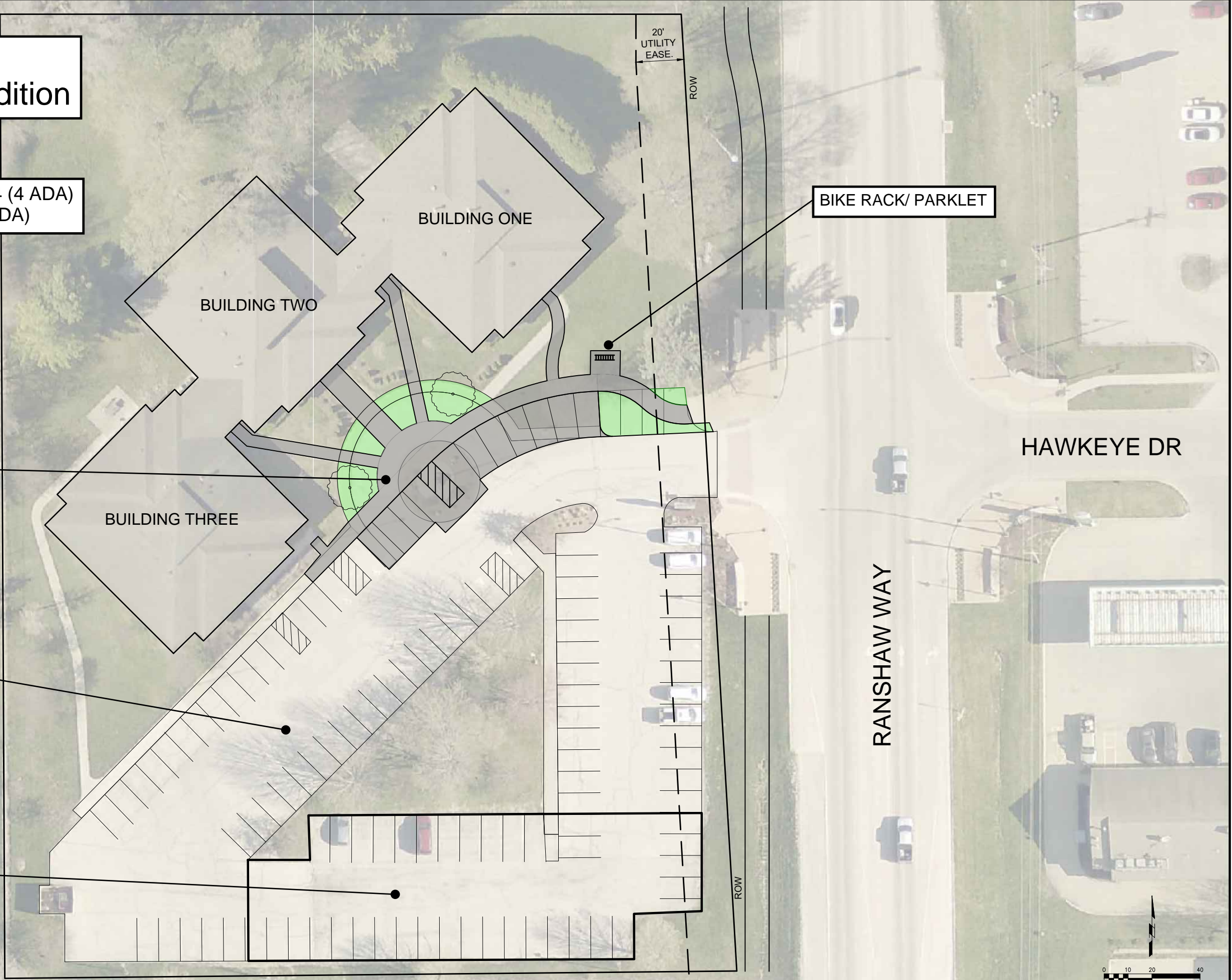
Lot 1
Quail Creek Third Addition

PARKING STALLS (EXISTING): 104 (4 ADA)
PARKING STALLS (NEW): 110 (6 ADA)

REMOVE CIRCLE DRIVE AND RECONFIGURE PARKING LOT

RESURFACE EXISTING PARKING LOT

RECONSTRUCT SOUTH SIDE OF PARKING LOT, INCLUDING PERMEABLE PAVER BAYS



BIKE RACK/ PARKLET

BUILDING ONE

BUILDING TWO

BUILDING THREE

20'
UTILITY
EASE.

ROW

HAWKEYE DR

RANSHAW WAY

ROW

0 10 20 40
SCALE IN FEET

Quail Creek Third Addition Lot One (City Hall)
Site Cost Improvements
3/12/2020



ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	Mobilization	LS	1	\$ 25,000	\$ 25,000
2	Removals/Demolition	LS	1	\$ 20,000	\$ 20,000
3	PCC Parking (7 - IN.)	SY	260	\$ 60	\$ 15,600
4	Modified Subbase	CY	45	\$ 45	\$ 2,025
5	PCC Sidewalk (5 - IN.)	SY	270	\$ 55	\$ 14,850
6	HMA Mill and 2 IN. Overlay	SY	3042	\$ 25	\$ 76,050
8	Permeable Pavers with Setting Bed	SF	10435	\$ 8	\$ 83,480
9	Paver Base	TON	1900	\$ 35	\$ 66,500
10	Pavement markings & striping	LF	2450	\$ 3	\$ 7,350
11	Landscaping	LS	1	\$ 35,000	\$ 35,000
12	Contingency (20%)	LS	1	\$ 85,000	\$ 85,000
Subtotal Construction					\$ 430,855
Engineering					\$ 64,628
Total					\$ 495,483
rounded					\$ 500,000



Additional Information

Emergency
Joint Entities Meeting
Johnson County Board of Supervisors - Iowa City Community School District - City of
Iowa City - City of Coralville - City of North Liberty - Other Johnson County
Municipalities and School Districts

Electronic
Thursday, November 12, 2020
Zoom Meeting Platform
Meeting 4:30 p.m.

Minutes

(A transcription is available in the Iowa City City Clerk's Office and the City website.)

Electronic Meeting (Pursuant to Iowa Code section 21.8)
An electronic meeting was held because a meeting in person was impossible or impractical
due to concerns for the health and safety of council members, staff and the public presented
by COVID-19.

Call to order

Iowa City Mayor Bruce Teague called the November 12, 2020 Emergency Joint Meeting of Johnson County entities to order at 4:30 p.m.

Present: Johnson County Board of Supervisors - Iowa City Community School District - City of Iowa City - City of Coralville - City of North Liberty - Other Johnson County Municipalities and School Districts

Others: Senator Joe Bolkcom, Representative Dave Jacoby, Representative Mary Mascher, Dave Wilson – Director Johnson County emergency Management, Rod Lehnertz, University of Iowa - VP of Finance & Operations.

Expert Speakers related to COVID-19: Dr. Jorge Salinas, University of Iowa Hospitals & Clinics - Clinical Assistant Professor of Internal Medicine - Infectious Diseases; Dr. Stephen Scheckel, Mercy Hospital IC - VP Medical Affairs; Sam Jarvis, Johnson County Public Health - Community Health Division Manager.

Welcome and Introductions

The group introduced themselves.

COVID-19

- ***Expert speaker related to COVID-19***

Dr. Jorge Salinas, University of Iowa Hospitals & Clinics - Clinical Assistant Professor of Internal Medicine - Infectious Diseases; Dr. Stephen Scheckel, Mercy Hospital IC - VP Medical Affairs discussed the growing number of COVID cases in Iowa and the impact those numbers will have on the healthcare system if they continue to rise. Wearing face

coverings, washing hands, maintaining social distancing and not socializing with groups outside of the household were strongly encouraged to help limit the COVID spread. Sam Jarvis, Johnson County Public Health -Community Health Division Manager, concurred with Salinas and Scheckel and confirmed the increasing numbers in Iowa and urged the community to make contact and return calls to help health officials trace COVID cases and prevent further spread.

- ***Public Safety Measures Currently In Place/Entity Updates***

Entity representatives shared safety measures being used in their communities, tools being used to get information to the public, and protocol in City facilities.

- ***Remarks from State Legislative Delegates & University of Iowa***

Senator Joe Bolkcom, Representative Dave Jacoby, Representative Mary Mascher, Dave Wilson – Director Johnson County emergency Management, Rod Lehnertz, University of Iowa - VP of Finance & Operations shared thoughts on the Governor’s Order, high school sports, upcoming holiday get-togethers, and University of Iowa student/campus updates.

Public comment

None.

Future Joint Entity meeting date and time

The next Joint Meeting will be held on Monday, January 25 hosted by the City of Coralville.

Adjournment

At 5:38 p.m., Mayor Teague adjourned the meeting.



To North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date December 17th, 2020
Re Fire Department Report to Council – December 2020

As the fire department nears the end of 2020, we have surpassed our call volume from last year and are continually reprogramming to ensure we have personnel to respond. This task is becoming increasingly difficult. We are turning our attention to programs that identify when volunteer responders are available rather than assume personnel are able to respond. Currently, weekends appear to be the most difficult to ensure appropriate staffing is achievable. The assistant chiefs and I will be meeting before the end of the year to discuss staffing options. In addition to an increase to the part time program, which we are seeking in the FY22 budget request, we are considering a scheduling program for volunteers, minimum call percentage, and additional monetary incentives during the more problematic periods of the week.

The new pumper was placed in service in mid-November. We continue to put a few finishing touches and minor pieces of equipment on the truck. Multiple department members worked many hours to mount equipment, load hose, program computers, coordinate with subcontractors, and detail an inventory in order to get the truck ready to respond. Since placing the truck in service, the only setback we've dealt with was related to a shifting leaf spring pack. This was a manufacturer issue and has since been rectified. The truck appears to be performing as expected and we are very appreciative for the improvement and redundancy in our operations.

I hope to have the annual statistical information for you all to consider in next months report. From this we can continue to draw conclusions as to our needs, seeking opportunities to improve our service delivery. Happy holidays to you all, have a safe end of year 2020 and let's hope for a positive start to 2021.

tracMinutes of North Liberty Library Board of Trustees Meeting
Virtual Meeting

DATE: November 16, 2020

PRESENT: Chris Mangrich, Heidi Wood, Laura Hefley, Mike Healy, Scott Clemons.
Library Director Jennie Garner, Public Services Librarian Kellee Forkenbrock.

ABSENT: Jessica Beck

Call to Order

1) Additions/Changes to the Agenda

a) None

2) Public Comment

a) None

3) Approval of Minutes

a) October meeting minutes motion to approve M. Healy; second L. Hefley;
approved voice vote

4) Reports

a) Staff Introduction

a.i) Kellee Forkenbrock, Public Services Librarian

(a.i.1) Onboarding and training adjustments and success during the
pandemic

(a.i.2) ALA/ARSL Grant proposal 'Lighthouse in the Library' focusing on
facilitating a community-wide conversations on pressing issues

(a.i.2.a) Topics

(a.i.2.a.i) Diversity, Access to Wellness Resources, Education, Vision
Board Recap

(a.i.2.b) Proposed Funding Allocations

(a.i.2.b.i) Staffing, Zoom Account, Materials, Refreshments, Marketing,
Facilitation Tools

(a.i.3) Love, Light, and Lit Weekly Facebook Webcast

(a.i.4) Stork Storytime podcast

b) Budget

b.i) Overall 32.4% is very near expected 33% for Total Library Services

b.ii) Services and Commodities reflect paying upfront for subscriptions, etc.

b.iii) Personnel Services minor deviation from expected noted

c) Friends

c.i) "Making Memories at Home" Cookie kit fund raiser in progress

d) Director

- d.i) Staffing in three teams again in response to COVID case increase
- d.ii) Expanded hours on Saturday 10:00 a.m – 3:00 p.m
- d.iii) Browsing in library is suspended
- d.iv) DOT kiosk and computers remain available
- d.v) Outdoor lockers for after hour material pick-up are in place
- d.vi) Big Brothers Big Sisters Nest will continue
 - (d.vi.1) Funding being sought for second Nest in North Liberty
- d.vii) Acting in advisory role for Libraries as Second Responders national grant
- d.viii) Serving as beta test for ARSL grant training
- d.ix) Participated in United Way 21 Day Equity Challenge
- d.x) Hosted election voting at NL Community Center building
- e) Staff reports
 - e.i) Amy Golly certified to delivery Laughter as Therapy presentations
 - e.ii) Melanie Harrison looking into bibliotheca cloudLibrary app for users to manage library card, eBooks and audiobooks, and check out physical items on smartphone
 - e.iii) Andrew Frisbie's statistics on October comparison showing 45% of last year during this COVID environment.

5) Policy Review

- a) Library Conduct Policy
- b) Art Display Policy
- c) Motion to approve both policies as is M. Healy; second L. Hefley; approved voice vote

6) Old business

- a) None

7) New business

- a) None

Adjourn

Motion to adjourn by L. Hefley; second M. Healy; approved voice vote

Next meeting date: December 21, 2020 at 6:30 p.m.

Meeting minutes recorded by S. Clemons



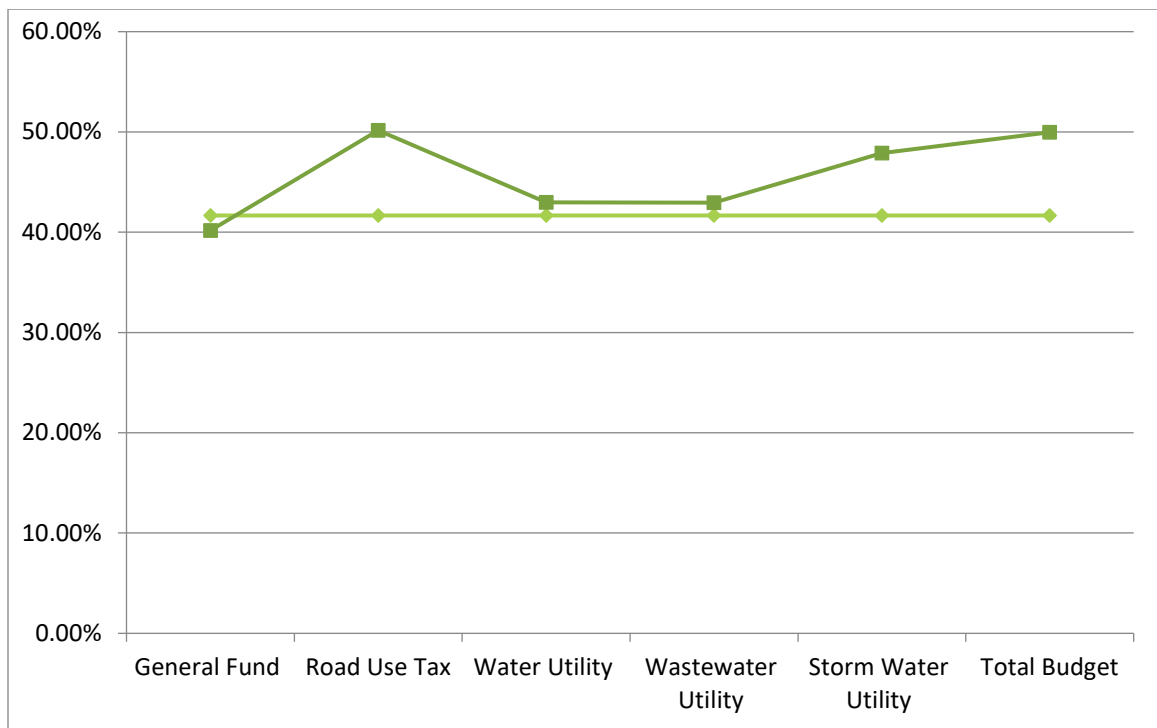
Financial Report

November 2020

City staff are pleased to submit the unaudited monthly financial report for the month of November 2020. At the end of the month, the City was 41.67% through the budget year. Total revenues received for the month were \$2,733,046. Total expenditures for the month were \$3,022,590. The total cash balance at the end of the month was \$24,243,189.

Revenues

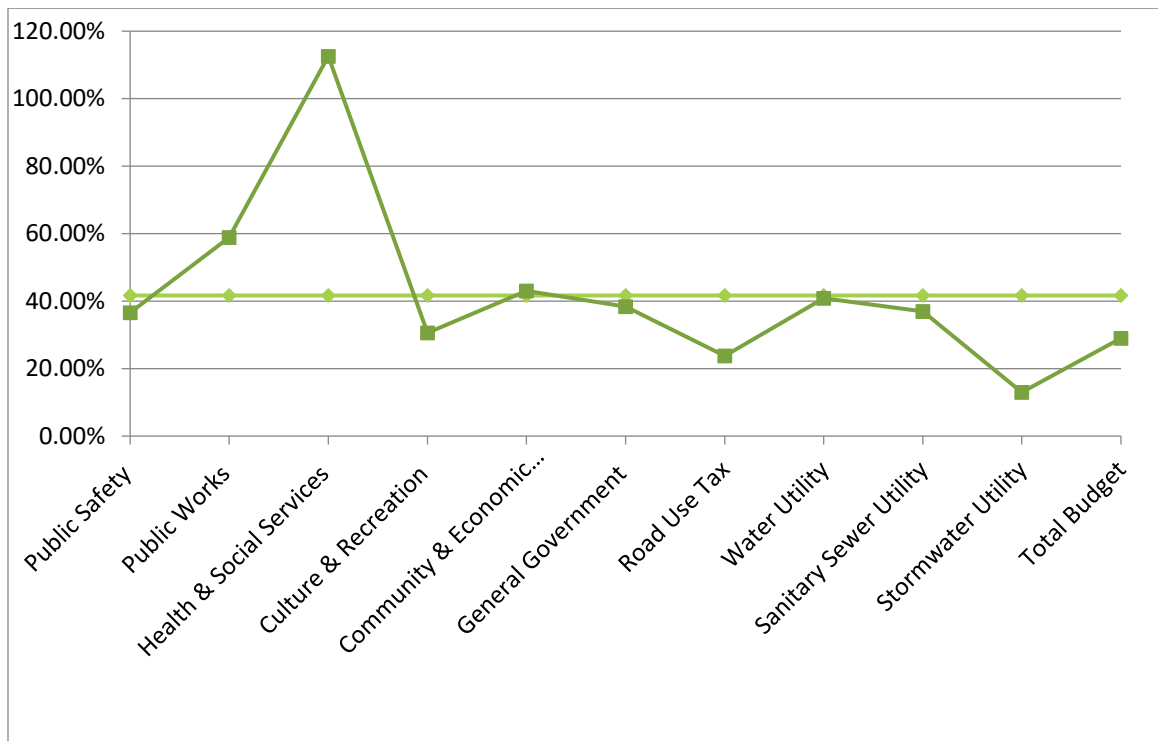
The following chart demonstrates the condition of the City's budgeted revenues as of November 30, 2020:



Overall revenues for the fiscal year to date are \$28,461,893, almost 50% of the budgeted amount. Road Use Taxes are ahead of the budgeted projection. Bond proceeds were received in July adding to the revenues for the year.

Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of November 30, 2020:



Year to date total expenditures are \$16,686,764 or 29% of the projected budget amounts.

All expenditures are on track other than Social Services as all grants are made in July and Public Works for trash and recycling expenses expanding faster than projected.

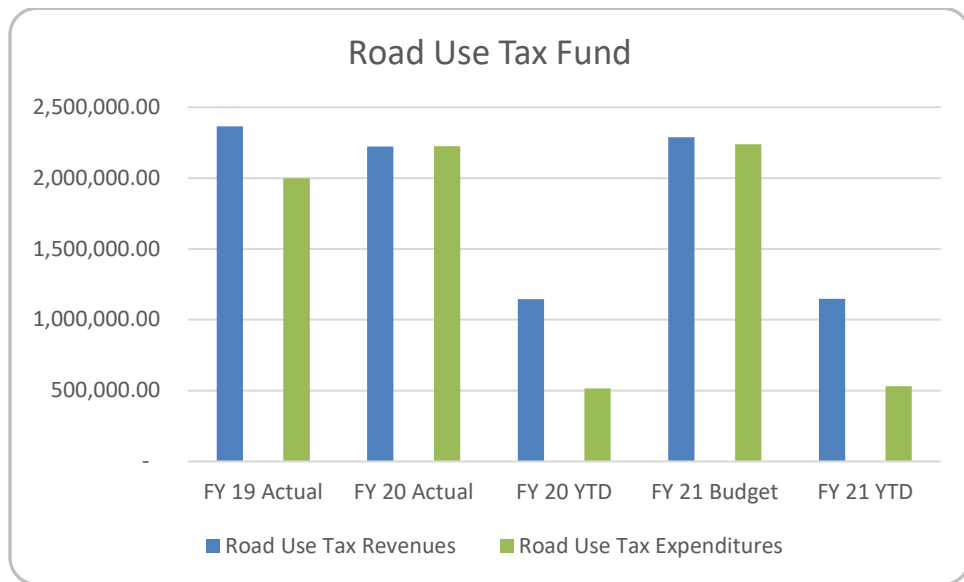
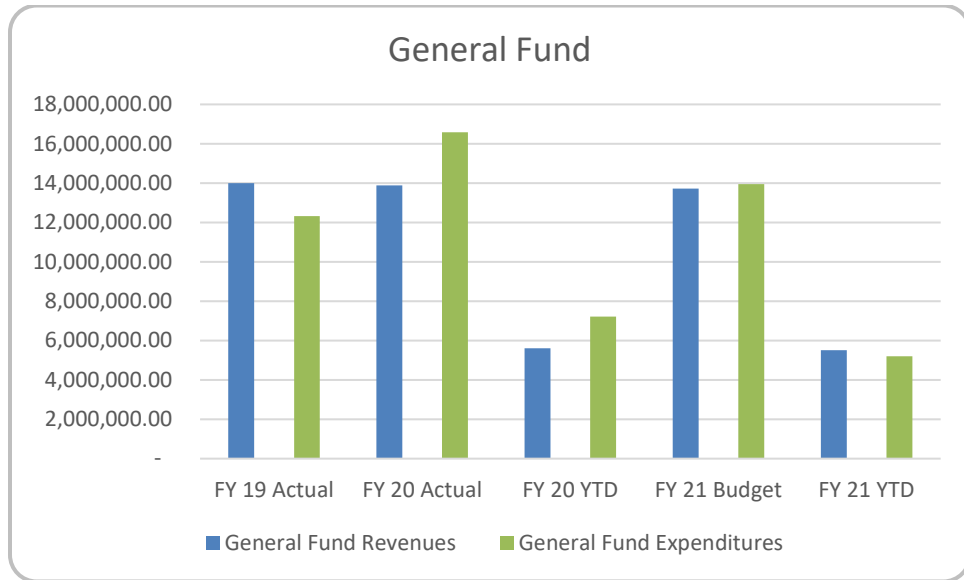
Treasurer's Report

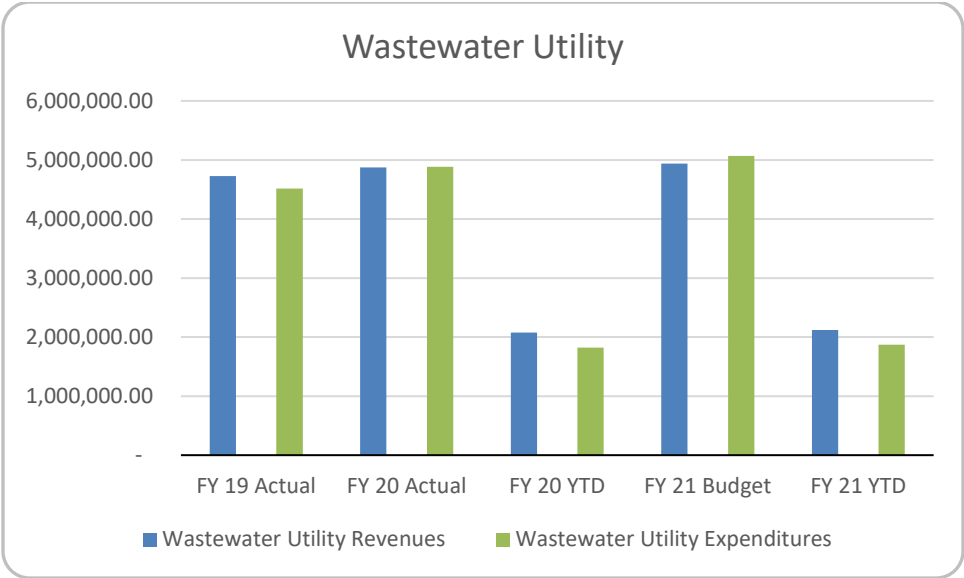
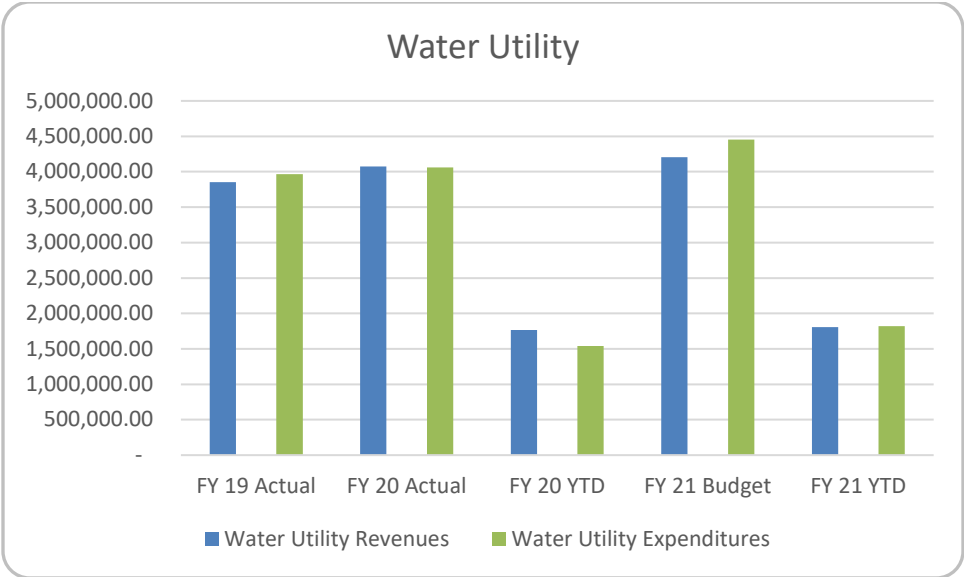
Following is the Treasurer's Report for November. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 5,830,938. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

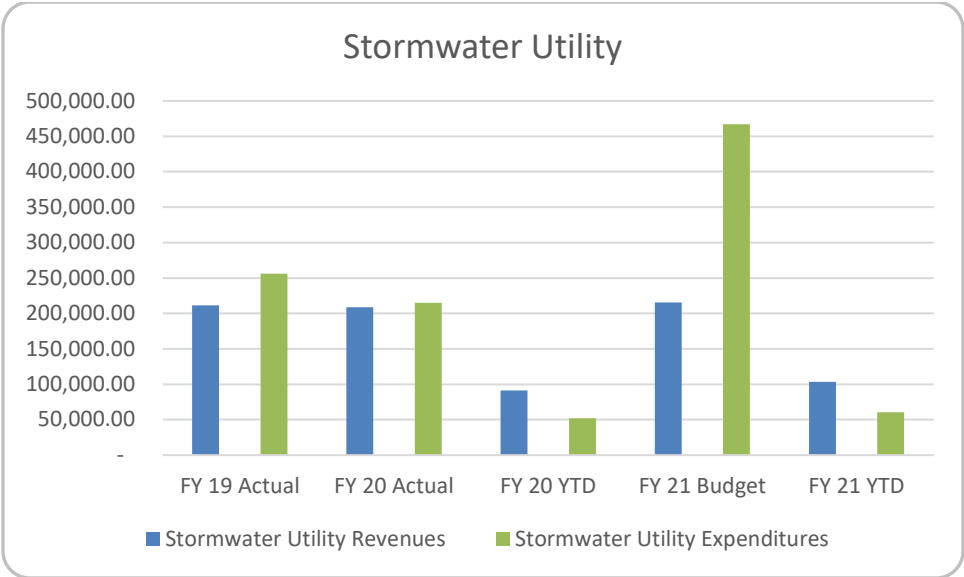
CITY OF NORTH LIBERTY TREASURER'S REPORT November 2020				
FUNDS	BALANCE FORWARD 11/1/2020	REVENUE	EXPENSE	BALANCE ENDING 11/30/2020
GENERAL	9,293,282.74	787,619.15	1,031,339.14	9,049,562.75
SPECIAL REVENUE	7,465,365.34	731,662.87	97,090.86	8,099,937.35
DEBT SERVICE	1,668,810.44	61,980.05	403,883.47	1,326,907.02
CAPITAL PROJECTS	-5,379,320.15	68.78	313,701.41	-5,692,952.78
WATER ENTERPRISE	4,375,709.76	677,890.05	518,583.22	4,535,016.59
WASTEWATER ENTERPRISE	6,697,300.06	654,621.15	646,295.92	6,705,625.29
STORM WATER ENTERPRISE	212,989.75	18,383.00	12,280.35	219,092.40
TOTAL	24,334,137.94	2,932,225.05	3,023,174.37	24,243,188.62

Summary Charts

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







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



North Liberty Fire Department 2020 Monthly/YTD Response Report

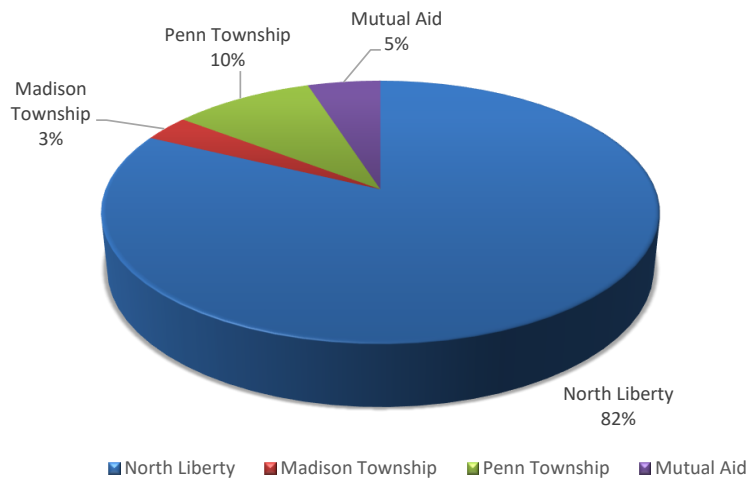
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	115	102	96	85	79	82	106	138	110	115	95		1123	82.15%
Madison Township	6	2	5	4	6	7	4	4	2	1	3		44	3.22%
Penn Township	11	11	6	16	5	11	11	29	9	13	10		132	9.66%
Mutual Aid	8	6	4	7	8	8	5	9	4	4	5		68	4.97%
Total Responses	140	121	111	112	98	108	126	180	125	133	113		1367	

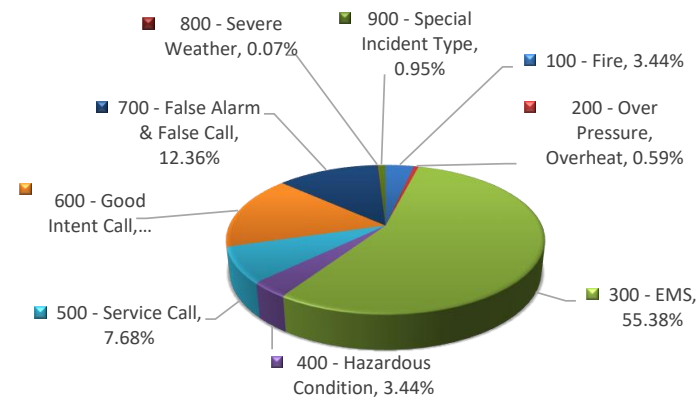
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3	2	2	7	3	4	9	5	4	3	5		47	3.44%
200 - Over Pressure, Overheat			1	1			1	1		2	2		8	0.59%
300 - EMS	78	75	53	52	54	64	80	90	73	71	67		757	55.38%
400 - Hazardous Condition	4	4	4	3	4	4	1	15	1	3	4		47	3.44%
500 - Service Call	14	6	7	5	8	7	9	12	16	13	8		105	7.68%
600 - Good Intent Call	27	22	22	28	15	17	9	30	16	19	15		220	16.09%
700 - False Alarm & False Call	13	12	21	14	13	11	16	23	15	20	11		169	12.36%
800 - Severe Weather								1					1	0.07%
900 - Special Incident Type	1		1	2	1	1	1	3		2	1		13	0.95%
Total Responses	140	121	111	112	98	108	126	180	125	133	113		1367	

2020 District Responses YTD
(Rounded Percentage)



2020 Type of Incidents YTD
(Percentage)





North Liberty Fire Department 2020 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date
Total Responses for Month	140	121	111	112	98	108	126	180	125	133	113	0	1367	
Average Responders per Incident	5.6	4.3	4.3	4.6	4.4	5.2	4.8	5.9	4.7	4.6	4.3		4.4	
# Incidents with 2 or less Responders	13	19	18	13	8	5	12	12	5	18	13		136	
% Incidents with 2 or less Responders	9.3%	15.7%	16.2%	11.6%	8.2%	4.6%	9.5%	6.7%	4.0%	13.5%	11.5%		9.9%	
# Incidents with No NLFD Response	1	0	0	0	0	0	0	2	0	0	0			
													Year To Date	Percent To Date
# Incidents Cancelled Enroute or Prior to Arrival	15	19	15	19	9	12	4	21	11	10	10		145	10.61%
# Incidents Cancelled by JCAS	6	8	5	4	3	5	4	7	2	3	3		50	34.48%
# Incidents Cancelled by JECC	3	4	3	4	0	1	0	6	3	2	3		29	20.00%
# Incidents Cancelled by Law Enforcement	2	2	4	6	1	4	0	1	2	4	2		28	19.31%
# Incidents Cancelled by Fire Department	4	5	3	5	5	2	0	7	4	1	2		38	26.21%

North Liberty Fire Department Emergent Response Turnout Statistics (Lights & Sirens)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date
Total Emergent (Lights & Sirens) Responses for Month	78	75	67	54	50	65	74	108	67	78	64		
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admii	9	10	4	4	3	4	9	16	7	11	6		
# of Incidents with Turnout Time 2 Minutes or Less - PT	5	16	11	7	7	10	6	19	5	8	9		
# of Incidents with Turnout Time 2 Minutes or Less - Total	14	26	15	11	10	14	15	35	12	19	15		
% Incidents with Turnout Time 2 Minutes or Less	17.9%	34.7%	22.4%	20.4%	20.0%	21.5%	20.3%	32.4%	17.9%	24.4%	23.4%		
90th Percentile Turnout Time - (Minutes) Part-Time	2:49	2:13	2:32	3:30	2:40	3:01	3:16	2:49	3:03	3:26	3:08		3:03
90th Percentile Turnout Time - (Minutes) Paid Per Call	7:34	8:58	9:09	8:42	8:17	8:42	7:11	8:42	8:28	9:12	8:42		8:41

** (Turnout Time is defined as Dispatch Time to Unit Enroute Time)(PPC-Paid Per Call)(PT-Part Time)

North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	2	2		3	2	2	4	2	2	1	1		21	1.54%
Auto Aid - Iowa City (52003)	1	1	1	1			1						5	0.37%
Auto Aid - Solon (52008)	2	1	1	1	3	3					1		12	0.88%
Auto Aid - Swisher (52009)	3	2	2	2	3	2		7	2	3	3		29	2.12%
Mutual Aid - Other Fire Departments						1							1	0.07%
Total Responses	8	6	4	7	8	8	5	9	4	4	5	0	68	4.97%

North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1		2	4			3	3	3	5	2		23	1.68%
Auto Aid - Iowa City (52003)	1												1	0.07%
Auto Aid - Solon (52008)	1		2	4			3	5	3	5	3		26	1.90%
Auto Aid - Swisher (52009)	4	1	3	3	3	4		1			2		21	1.54%
Mutual Aid - Other Fire Departments	1							3					4	0.29%
Total Responses	8	1	7	11	3	4	6	12	6	10	7	0	75	5.49%