



**North Liberty City Council
Exempt Session
Regular Session
October 26, 2021**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **October 22, 2021**
Re **City Council Agenda October 26, 2021**

Meeting Note

Tuesday’s meeting will be held **in person** as well as live streamed at [Watch Meetings Live](#).

Consent Agenda

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

- City Council Minutes (10/12/21)
- Claims
- Liquor License Renewals & Updates
 - Rusciano’s (renewal)
 - Casey’s on Zeller Street (ownership update)
 - Casey’s on Penn Street (ownership update)
- Change Order #4, Ranshaw Way Phase 5 Improvements Project, Peterson Contractors Inc., \$14,307.80
- Pay Application #5, Ranshaw Way Phase 5 Improvements Project, Peterson Contractors Inc., \$1,343,923.42
- Pay Application #1, Pool Water Heater Replacement Project, Tricon General Contractors, \$193,928.91

Meetings & Events

Tuesday, Oct 26 at 6:00p.m.
City Council

Monday, Nov 1 at 6:00p.m.
Communications Commission

Thursday, Nov 4 at 7:00p.m.
Parks & Recreation Commission

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

Wednesday, Nov 11 at 6:30p.m.
Planning Commission

ICCSD Stormwater Management Agreements

City Staff determined that the expanded storm water detention basin constructed at North Central Junior High and new detention basins constructed at Christine Grant Elementary required written agreements to be in compliance with Chapter 156 of the City Code. The Iowa City Community School District has now approved and executed the necessary agreements. Staff recommends approval.

North Liberty Transportation Assistance Program

The original NLTAP agreement with Yellow Cab has expired. Yellow Cab has since expanded its scope of services in partnership with a fully ADA-compliant company, Yellow Transport. This renewed and modified agreement contemplates Yellow Transport providing fully ADA-compliant services alongside Yellow Cab’s usual taxi service. Staff recommends approval.

NLTAP has an annual budget of \$50k and continues to be a successful program, with 92 eligible riders, offering trips throughout Johnson County. The most recent program report is included in the packet.

Snowmobile Ordinance, 2nd Reading

At the October 12 Council meeting, the City Council directed staff to find a compromise with the local snowmobile club for routes along Scales Bend Road and connecting Ranshaw Way to Front Street. Staff and club representatives met this week to discuss viable options and have generally agreed on routes but are still working out the fine details, which includes approval from private property owners. Staff is optimistic that a final map will be ready for review at Tuesday's meeting.

In addition, staff is recommending that Council eliminate route approval from the ordinance and establish the revised routes by resolution. If a route needs to be amended in the future, doing so by resolution will be much more efficient. Further, a resolution will allow for use of a map as an attached exhibit to accurately describe the routes. A resolution will be offered at the same meeting as the third reading of the proposed ordinance.

Staff is recommending approval of the 2nd reading of the ordinance.

Criminal Penalty Ordinance, Second Reading

The State of Iowa has increased its minimum and maximum fines for simple misdemeanors. This ordinance amendment brings the City's code into harmony with state law, so as to promote equitable outcomes. Staff recommends approval.



Agenda



City Council

October 26, 2021

6:00 p.m.

Exempt Session

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Exempt session pursuant to Code Section 20.17(3)

Will not begin before 6:30 p.m.

5. Consent Agenda
 - A. City Council Minutes, Regular Session, October 12, 2021
 - B. Claims
 - C. Liquor License Renewal, Rusciano's
 - D. Liquor License Update – Casey's ownership
 - E. Liquor License Update – Casey's ownership
 - F. Ranshaw Way Phase 5 Improvements, Change Order Number 4, Peterson Contractors, Inc., \$14,307.80
 - G. Ranshaw Way Phase 5 Improvements, Pay Application Number 5, Peterson Contractors, Inc., \$1,343,923.42
 - H. Aquatic Center Pool Water Heater Replacement, Pay Application Number 1, Tricon General Construction, \$193,928.91
6. Public Comment
7. City Engineer Report
8. City Administrator Report
9. Mayor Report

10. Iowa City Community School District Agreements
 - A. Resolution Number 2021-100, A Resolution approving the Stormwater Management Facilities Agreement and Easement between the City of North Liberty and Iowa City Community School District that establishes the terms and conditions under which stormwater management facilities will be maintained for the Iowa City Community School District North Corridor School Addition in the City of North Liberty, Iowa
 - B. Resolution Number 2021-101, A Resolution approving the Stormwater Management Facilities Agreement and Easement between the City of North Liberty and Iowa City Community School District that establishes the terms and conditions under which stormwater management facilities will be maintained for the Iowa City Community School District Christine Grant Elementary in the City of North Liberty, Iowa

11. Agreement for On-demand Transportation Services
 - A. Resolution Number 2021-102, A Resolution approving the Agreement for On-demand Transportation Services between DS Enterprises, L. C. and Yellow Transport IC, LLC and the City of North Liberty

12. Snowmobile Ordinance
 - A. Consideration of removing this agenda item from the table
 - B. Second consideration of Ordinance Number 2021-16, An Ordinance amending Chapter 75 of the North Liberty Code of Ordinances concerning permitted uses of snowmobiles within City limits

13. Criminal Penalty Ordinance
 - A. Second consideration of Ordinance Number 2021-17, An Ordinance amending the standard criminal penalty in Chapter 1.14 of the North Liberty Code of Ordinances

14. Old Business

15. New Business

16. Adjournment



Consent Agenda



City Council
October 12, 2021
Regular Session

Call to order

Mayor Terry Donahue called the October 12, 2021 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock, Brent Smith, Brian Wayson; absent – none.

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

Approval of the Agenda

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

Consent Agenda

Smith moved, Hoffman seconded to approve the Consent Agenda including the City Council Minutes, Regular Session of September 28, 2021, the attached list of claims, Centennial Park Loop Road Project, All American Concrete, Change Order Number 1, \$10,019.00; Centennial Park Loop Road Project, All American Concrete, Pay Application Number 1, \$158,241.50; Liquor License Renewal, Sobremesa; and Liquor License Renewal, Mirabito's. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Trom provided an update on Ranshaw Way Phase 5 with work in the full closure and north of the closure continuing. The Centennial Park Loop Road Project should be ready for paying by the end of this week. The Dubuque Street Phase 1 Project will be going out for bids in November with a December bid opening. The Pool Heater Replacement Project is nearing substantial completion with a few components having a delay on delivery. City Hall design work continues. In early December, the next phase will be presented to staff. The contractor on the Forevergreen Road Trail Project expects to mobilize this coming Thursday.

City Administrator Report

City Administrator Heiar reported that the FY 21 audit will be beginning later this month. The FY 23 budget calendar will be presented soon with the first work session in November. UIHC's groundbreaking is at 11 a.m. on Thursday, October 14. On Wednesday, October 21 from 4:30 p.m. – 6:00 p.m. new UI President Wilson will be recognized at a welcome reception at Hancher Auditorium.

Mayor Report

Mayor Donahue reported on the first task force meeting hosted by ECICOG. 80 people were actively involved. The next Joint Agencies meeting is on Monday, October 18 at 4:30 on Zoom.

Board and Commission Appointments

Harrington moved, Wayson seconded to confirm the Mayor's proposed appointments of Janet Norton to the Board of Adjustment, Brandi Campbell to the Communications Commission, Gwen Johnson to the Parks and Recreation Board and Brian Vincent to the Planning and Zoning Commission. After discussion, the vote was all ayes. Motion approved.

Dubuque Street Project

Heiar presented information on this agenda item. Pollock moved, Hoffman seconded to approve Resolution Number 2021-99, A Resolution approving the Purchase of Temporary Construction Easement and right of way by the City of North Liberty for the Dubuque Street Phase One Project. The vote was: ayes – Harrington, Pollock, Wayson, Smith, Hoffman; nays – none. Motion carried.

Criminal Penalty Ordinance

Lientz presented information on the proposed ordinance. At 6:40 p.m. Mayor Donahue opened the public hearing regarding proposed amendment to the criminal penalty amount. No oral or written comments were received. The public hearing was closed.

Hoffman moved, Wayson seconded to approve the first consideration of Ordinance Number 2021-17, An Ordinance amending the standard criminal penalty in Chapter 1.14 of the North Liberty Code of Ordinances. After discussion, the vote was: ayes – Smith, Harrington, Pollock, Wayson, Hoffman; nays – none. Motion carried.

Snowmobile Ordinance

At 6:41 p.m. Mayor Donahue opened the public Hearing regarding proposed amendments to the use of snowmobiles in city limits. Two emails from Brian Dennis and Chris Emmons were received that will be included in the record. Chuck Kikutz, Snow Drifters President, spoke regarding the ordinance. The Snow Drifters would like Council to consider a compromise on the proposed snowmobile ordinance. Derrick Parker spoke regarding the proposed ordinance amendment. Mike Pickering offered information on the route to get to Bobbers. He requested reconsideration and asked for the city to work with the Snow Drifters on a route. Mike Dostal offered that snowmobiling is a family-oriented sport. Jamie Prull representing ISSA Region 9 report on the economic impact of snowmobiles on the community. Joe Mott spoke regarding the revenues brought to the community. The public hearing was closed at 6:58 p.m.

Council discussed the proposed amendment to the ordinance. Smith moved to table the second consideration of Ordinance Number 2021-16, An Ordinance amending Chapter 75 of the North Liberty Code of Ordinances concerning permitted uses of snowmobiles within City limits with direction to staff to work with the club to bring back a new proposal, Pollock seconded. The vote was: ayes– Pollock, Hoffman, Smith, Wayson, Harrington; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

Councilor Wayson attended the community tree planting last weekend. Councilor Smith will be attending the Better Together Big Sort on Friday.

Adjournment

Mayor Donahue adjourned the meeting at 7:20 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

Services <<https://directory.iowa.gov/service/Index?>

[_ga=1.101492737.1604613096.1488473035&ia_slv=1633534636674>](https://www.google.com/search?ia_slv=1633534636674)

License Application (BW0095672)

Agencies <https://directory.iowa.gov/?ia_slv=1633534636674>

Social <https://directory.iowa.gov/social/Index?ia_slv=1633534636674>

<https://www.iowa.gov/search/google?ia_slv=1633534636674>

▪ Applicant

Name of Legal Entity : CGR LLC

Name of Business(DBA) : Rusciano's authentic taste of Napoli

Address of Premises : 710 Pacha parkway #5

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 665-2761

Mailing Address: 710 Pacha parkway #5

City : North Liberty

State : Iowa

Zip : 52317

▪ Contact Person

Name : Carol Gorney

Phone : (563) 357-2924

Email : cgrllc2016@gmail.com

- **License Information**

License Number : BW0095672

License/Permit Type : Special Class C Liquor License

Term : 12 Month

Tentative Effective Date : 2021-10-23

Tentative Expiration Date : 2022-10-22

Sub-Permits/Privileges : Sunday Sales ,Outdoor Service

- **Status of Business**

Business Type : Limited Liability Company

- **Ownership**

Carol Gorney

City : iowa city

State : iowa

Zip : 52240

Position : Owner

% of ownership : 45

U.S. Citizen : Yes

Gennaro Rusciano

City : Iowa City

State : Iowa

Zip : 52240

Position : Owner

% of ownership : 55

U.S. Citizen : No

■ Insurance Company Information

Insurance Company : Illinois Casualty Co

Policy Effective Date : 2021-10-23

Policy Expiration : 2022-10-23

Bond Effective :

Dram Cancel Date :

Outdoor Service Effective :

Outdoor Service Expiration :

Temp Transfer Effective Date :

Temp Transfer Expiration Date :

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North Liberty Police Department

340 N Main St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

September 4, 2021

Liquor License Check

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

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

The North Liberty Police Department does not have any documented contacts 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.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): _____

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: _____

Title: _____ **Date:** _____

Signature: *James Lacina* _____

North Liberty Fire Department

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

Inspection Type: **Liquor License Inspection**

Inspection Date: **10/8/2021** By: **Hardin, Bryan E (01-1022)**

Time In: **15:36** Time Out: **15:55**

Authorized Date: **10/08/2021** By: **Hardin, Bryan E (01-1022)**

Next Inspection Date: **11/07/2021 Reinspection**



Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:

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

Inspection Topics:

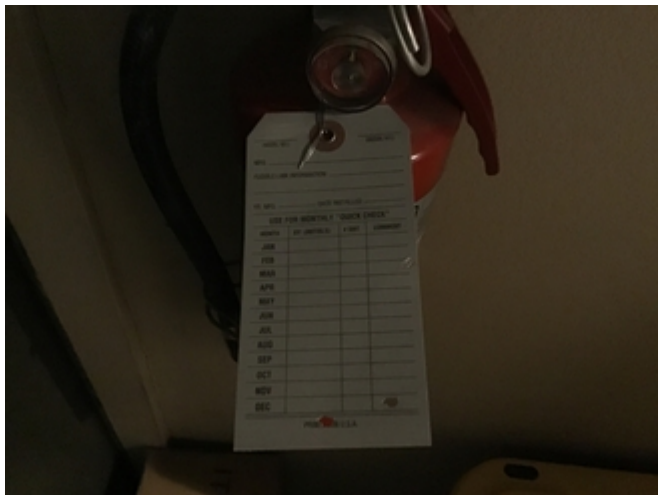
Fire Extinguishers

Fire Extinguisher Monthly Inspection - Initial & Date Tag

NFPA 10: Standard for Portable Fire Extinguishers, 2013 Edition, Section 7.2.1.2 Fire extinguishers and Class D extinguishing agents shall be visually inspected at intervals not exceeding 31 days. Documentation of the visual inspection shall be recorded on the backside of the inspection tag (Date & Initials) or on a log book.

Status: **FAIL**

Notes:



Fire Extinguisher Unobstructed & Unobscured

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

Status: FAIL

Notes: Keep area to fire extinguisher clear.



Emergency Lights & Exit Signs

Emergency Lighting - Illumination

1008.3.4 Duration. The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator.

Status: FAIL

Notes: Kitchen, emergency light on ceiling is blinking red.

Exit Signs - Illumination

1013.3 Illumination. Exit signs shall be internally or externally illuminated. 1013.5 Internally illuminated exit signs. Electrically powered, self-luminous and photoluminescent exit signs shall be listed and labeled in accordance with UL 924 and shall be installed in accordance with the manufacturer's instructions and Section 604. Exit signs shall be illuminated at all times.

Status: FAIL

Notes: Kitchen, exit light does not illuminate when tested, check battery.



Electrical Rooms / Electrical Wiring

Electrical Equipment - 3 Feet Clearance in Front of Panel

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

Status: FAIL

Notes: Keep area below electrical panel clear.



No Multiplug Adapters

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

Status: FAIL

Notes: Replace multi plug adapters with surge protector.



Kitchen Hood System

Kitchen Hood System Inspection- Current Bi-Annual Inspection Tag

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

Status: FAIL

Notes: We have not received the monthly inspection report for the wood fired pizza oven exhaust system since May 2021. Please complete monthly and have inspection company submit reports.

Combustible, General & Outside Storage

Proper Ceiling Clearance - 18"/24"

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

Status: FAIL

Notes: Keep storage at least 18" below sprinkler heads.



Compressed Gas Cylinders / LPG

Compressed Gas Cylinders Secured or Chained

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

Status: FAIL

Notes: Secure cylinders.



Additional Time Spent on Inspection:

Category

Start Date / Time

End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 19 minutes

Total Time: 19 minutes

Summary:

Overall Result: Correction Notice Issued


Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 10/08/2021 15:07

Signature

Date

Representative Signature:

Signature of: Gennaro Rusciano on 10/08/2021 15:55



Signature

Date

Services <<https://directory.iowa.gov/service/Index?>

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License Application (LE0003499)

Agencies <https://directory.iowa.gov/?ia_slv=1634761987936>

Social <https://directory.iowa.gov/social/Index?ia_slv=1634761987936>

<https://www.iowa.gov/search/google?ia_slv=1634761987936>

▪ Applicant

Name of Legal Entity : CASEY'S MARKETING COMPANY

Name of Business(DBA) : CASEY'S GENERAL STORE #2479

Address of Premises : 245 S HWY 965

City : NORTH LIBERTY

County : JOHNSON

Zip : 52317

Business : (319) 626-3108

Mailing Address: PO BOX 3001

City : ANKENY

State : Iowa

Zip : 50021

▪ Contact Person

Name : JESSICA FISHER-COMSTOCK, STORE OPERATIONS

Phone : (515) 446-6404

Email : jessica.fisher@caseys.com

- **License Information**

License Number : LE0003499

License/Permit Type : Class E Liquor License

Term : 12 Month

Status : Submitted to Local Authority

Effective Date : 2021-06-04

Expiration Date : 2022-06-03

Sub-Permits/Privileges : Sunday Sales

Last Day of Business :

- **Status of Business**

Business Type : Publicly Traded Corporation

- **Ownership**

42-0935283 Casey's General Stores, Inc.

City : ANKENY

State : Iowa

Zip : 50021

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

MEGAN ELFERS

City : CLIVE

State : Iowa

Zip : 50325

Position : Owner

% of ownership :

U.S. Citizen : Yes

JOHN SOUPENE

City : ANKENY

State : Iowa

Zip : 50023

Position : Owner

% of ownership :

U.S. Citizen : Yes

JULIA JACKOWSKI

City : URBANDALE

State : Iowa

Zip : 50322

Position : Owner

% of ownership :

U.S. Citizen : Yes

James R. Pistillo

City : URBANDALE

State : Iowa

Zip : 50323

Position : Owner

% of ownership :

U.S. Citizen : Yes

- **Insurance Company Information**

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Services <<https://directory.iowa.gov/service/Index?>

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Social <https://directory.iowa.gov/social/Index?ia_slv=1634761955554>

<https://www.iowa.gov/search/google?ia_slv=1634761955554>

▪ Applicant

Name of Legal Entity : CASEY'S MARKETING COMPANY

Name of Business(DBA) : CASEY'S GENERAL STORE #2479

Address of Premises : 625 W ZELLER ST PO BOX 126

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 626-3108

Mailing Address: PO Box 3001

City : Ankeny

State : Iowa

Zip : 50021

▪ Contact Person

Name : JESSICA FISHER-COMSTOCK, STORE OPERATIONS

Phone : (515) 446-6404

Email : jessica.fisher@caseys.com

- **License Information**

License Number : LE0003499

License/Permit Type : Class E Liquor License

Term : 12 Month

Status : Submitted to Local Authority

Effective Date : 2021-06-04

Expiration Date : 2022-06-03

Sub-Permits/Privileges : Sunday Sales

Last Day of Business :

- **Status of Business**

Business Type : Publicly Traded Corporation

- **Ownership**

42-0935283 Casey's General Stores, Inc.

City : ANKENY

State : Iowa

Zip : 50021

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

SAMUEL JAMES

City : Ankeny

State : Iowa

Zip : 50021

Position : Owner

% of ownership :

U.S. Citizen : Yes

BRIAN JOHNSON

City : Johnston

State : Iowa

Zip : 50131

Position : Owner

% of ownership :

U.S. Citizen : Yes

SCOTT FABER

City : Johnston

State : Iowa

Zip : 50131

Position : Owner

% of ownership :

U.S. Citizen : Yes

ERIC LARSEN

City : Ankeny

State : Iowa

Zip : 50023

Position : Owner

% of ownership :

U.S. Citizen : Yes

DOUGLAS BEECH

City : Ankeny

State : Iowa

Zip : 50021

Position : Owner

% of ownership :

U.S. Citizen : Yes

- **Insurance Company Information**

■

■

License Application (LE0003499)

Applicant

Name of Legal Entity : CASEY'S MARKETING COMPANY

Name of Business(DBA) : CASEY'S GENERAL STORE #2479

Address of Premises : 625 W ZELLER ST PO BOX 126

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 626-3108

Mailing Address: PO Box 3001

City : Ankeny

State : Iowa

Zip : 50021

Contact Person

Name : JESSICA FISHER-COMSTOCK, STORE OPERATIONS

Phone : (515) 446-6404

Email : jessica.fisher@caseys.com

License Information

License Number : LE0003499

License/Permit Type : Class E Liquor License

Term : 12 Month

Effective Date : 2021-06-04

Expiration Date : 2022-06-03

Sub-Permits/Privileges :

Class C Beer Permit

Class B Wine Permit

Class B Native Wine Permit
Sunday Sales

Status of Business

Business Type : Publicly Traded Corporation

Ownership

42-0935283 Casey's General Stores, Inc.

City : ANKENY

State : Iowa

Zip : 50021

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

MEGAN ELFERS

City : CLIVE

State : Iowa

Zip : 50325

Position : Owner

% of ownership :

U.S. Citizen : Yes

JOHN SOUPENE

City : ANKENY

State : Iowa

Zip : 50023

Position : Owner

% of ownership :

U.S. Citizen : Yes

JOHN SOUPENE

JULIA JACKOWSKI

City : URBANDALE

State : Iowa

Zip : 50322

Position : Owner

% of ownership :

U.S. Citizen : Yes

James R. Pistillo

City : URBANDALE

State : Iowa

Zip : 50323

Position : Owner

% of ownership :

U.S. Citizen : Yes

Insurance Company Information



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): Casey's General Store #2479

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 Laeiva

Title: Env Health Manager Date: 4/27/21

Signature:

Date:

Name of Business:

Address:



Fire Inspection Form

SITE	Code Section	Yes	No
1) Address #s are Posted & Visible	IFC 505.1		
2) Keys in Knox Box are Current	IFC 506.2		
3) Premise is Free of Waste Accumulation	IFC 304.1.1		

ASSEMBLY OCCUPANCIES	Code Section	Yes	No	N/A
4) Occupant Load Sign(s) are Posted	IFC 1004.3			

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

EMERGENCY & EXIT LIGHTS	Code Section	Yes	No
9) Emergency Lights Illuminate when Tested (Use Test Button)	IFC 1008.3.4		
10) Exit Signs are Illuminated	IFC 1013.3		
11) Exit Signs Illuminate when Tested (Use Test Button)	IFC 1013.3		

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

EXIT ACCESS & DOORS	Code Section	Yes	No	N/A
16) Exits are Unobstructed Exit Signs are Illuminated	IFC 1031.2			
17) Corridors & Aisles are Unobstructed	IFC 1003.6			
18) Exit Doors Open Freely	IFC 1010.1.3			

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

COMPRESSED CYLINDERS	Code Section	Yes	No	N/A
22) Compressed Gas Cylinders are Secured or Chained	IFC 5303.5.3			

Provide Explanation for any "No" Answers Below

Inspection Completed by: _____

Signature: _____



North Liberty Police Department

340 N Main St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

May 26, 2021

Liquor License Check

Business: Casey's General Store #2479
625 W. Zeller St.
North Liberty, IA 52317

Owners: Megan Elfers (DOB: 1976)
John Soupene (DOB: 1968)
Julia Jackowski (DOB: 1966)
James Pistillo (DOB: 1971)

The North Liberty Police Department does not show any contacts with the owners or any calls to the business regarding their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.



Services <<https://directory.iowa.gov/service/Index?>

[_ga=1.101492737.1604613096.1488473035&ia_slv=1634761763972>](https://www.iowa.gov/search/google?ia_slv=1634761763972)

License Application (LE0001945)

Agencies <https://directory.iowa.gov/?ia_slv=1634761763972>

Social <https://directory.iowa.gov/social/Index?ia_slv=1634761763972>

<https://www.iowa.gov/search/google?ia_slv=1634761763972>

▪ Applicant

Name of Legal Entity : CASEY'S MARKETING COMPANY

Name of Business(DBA) : CASEY'S GENERAL STORE #2788

Address of Premises : 595 N KANSAS AVE

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 665-6030

Mailing Address: PO Box 3001

City : Ankeny

State : Iowa

Zip : 50021-8045

▪ Contact Person

Name : JESSICA FISHER-COMSTOCK, Store Operations

Phone : (515) 446-6404

Email : jessica.fisher@caseys.com

- **License Information**

License Number : LE0001945

License/Permit Type : Class E Liquor License

Term : 12 Month

Status : Submitted to Local Authority

Effective Date : 2021-07-15

Expiration Date : 2022-07-14

Sub-Permits/Privileges : Sunday Sales

Last Day of Business :

- **Status of Business**

Business Type : Publicly Traded Corporation

- **Ownership**

42-0935283 Casey's General Stores, Inc.

City : ANKENY

State : Iowa

Zip : 50021--804

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

BRIAN JOHNSON

City : Johnston

State : Iowa

Zip : 50131

Position : Owner

% of ownership :

U.S. Citizen : Yes

SAMUEL JAMES

City : Ankeny

State : Iowa

Zip : 50021

Position : Owner

% of ownership :

U.S. Citizen : Yes

SCOTT FABER

City : Johnston

State : Iowa

Zip : 50131

License Application (LE0001945)

Applicant

Name of Legal Entity : CASEY'S MARKETING COMPANY

Name of Business(DBA) : CASEY'S GENERAL STORE #2788

Address of Premises : 595 N KANSAS AVE

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 665-6030

Mailing Address: PO Box 3001

City : Ankeny

State : Iowa

Zip : 50021-8045

Contact Person

Name : JESSICA FISHER-COMSTOCK, Store Operations

Phone : (515) 446-6404

Email : jessica.fisher@caseys.com

License Information

License Number : LE0001945

License/Permit Type : Class E Liquor License

Term : 12 Month

Effective Date : 2021-07-15

Expiration Date : 2022-07-14

Sub-Permits/Privileges :

Class C Beer Permit

Class B Wine Permit

Sunday Sales

Status of Business

Business Type : Publicly Traded Corporation

Ownership

42-0935283 Casey's General Stores, Inc.

City : ANKENY

State : Iowa

Zip : 50021--804

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

Michael Richardson

City : PLEASANT HILL

State : Iowa

Zip : 50327

Position : Owner

% of ownership :

U.S. Citizen : Yes

Julia L. Jackowski

City : URBANDALE

State : Iowa

Zip : 50322

Position : Owner

% of ownership :

U.S. Citizen : Yes

James Pistillo

City : Urbandale

State : Iowa

Zip : 50323

Position : Owner

% of ownership :

U.S. Citizen : Yes

JOHN SOUPENE

City : ANKENY

State : Iowa

Zip : 50023

Position : Owner

% of ownership :

U.S. Citizen : Yes

Insurance Company Information

Date: 6/24/21

Name of Business: Casey's

Address: 595 Kansas Ave 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>	
13) There is No Exposed Wiring	IFC 605.6	<input checked="" 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"/>	
15) Surge Protectors are Mounted/Secured and Plugged Directly into an Outlet	IFC 605.4.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: Rachel Bernhard

Signature: _____



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA):

Casey's #2788

Address of Business:

595 N. Kansas Ave

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 Laccina

Title:

Env. Health Manager

Date:

7/8/21

Signature:

James Laccina



North Liberty Police Department

340 N Main St•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

July 16, 2021

Liquor License Check

Business: Casey's General Store #2788
595 N. Kansas Ave
North Liberty, IA 52317

Owners: Michael Richardson (DOB: 1956)
John Soupene (DOB: 1968)
Julia L. Jackowski (DOB: 1966)
James Pistillo (DOB: 1971)

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.



Position : Owner

% of ownership :

U.S. Citizen : Yes

ERIC LARSEN

City : Ankeny

State : Iowa

Zip : 50023

Position : Owner

% of ownership :

U.S. Citizen : Yes

DOUGLAS BEECH

City : Ankeny

State : Iowa

Zip : 50021

Position : Owner

% of ownership :

U.S. Citizen : Yes

- **Insurance Company Information**

■

■

CHANGE ORDER
For Local Public Agency Projects

No.: 4

Non-Substantial:

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number):37719

Project Number: STP-U-5557(622)--70-52

Contract Work Type: PCC Pavement - Grade & Replace

Local Public Agency: City of North Liberty

Contractor: Peterson Contractors Inc.

Date Prepared: October 19, 2021

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

A - Description of change to be made:

8022 - ADD an item for "Manhole, Storm Sewer, SW-401, 48 In." Refer to ITC-12 posted to the Plans drawer in Doc Express. Work consists of installing storm sewer manholes within the Phase 4 work area in accordance with Standard Specification 2435 (Sanitary and Storm Sewer Structures) and Standard Road Plan SW-401.

8023 - ADD an item for "Waterproofing Membrane." Refer to ITC-15 posted to the Plans drawer in Doc Express. Work consists of installing a waterproofing membrane across the top horizontal joint at the header beam on each end of the pedestrian underpass. The waterproofing membrane is to be a nominal 56 mil thick polymeric membrane on a four-mil thick cross-laminated polyethylene carrier film. Install per manufacturer's recommendations. Method of Measurement: Item will be measured as each. Basis of Payment: Contract unit price for each top horizontal joint membrane installed complete. Payment is full compensation for all labor, equipment and materials needed to provide, place and seal the waterproofing system at the header beam in accordance with the revised detail issued in ITC-15.

B - Reason for change:

8022 - Work consists of installing a new manhole to replace an existing manhole found to be in poor condition, and installing an additional manhole to allow access to an angled storm sewer pipe.

8023 - A more robust waterproof seal was added to address long term future potential for water to run along the top of the 14' x 9' culvert boxes and drip over the ends of the tunnel.

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

8022 - Agreed Unit Price

8023 - Agreed Unit Price

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

8022 - An agreed upon unit price for the work was established. The cost is between the average (\$4,386.35/EA) and high (\$9,423.70/EA) bid prices shown in the October 2020 thru September 2021 IDOT Summary of Awarded Contract Prices. The unit price is considered reasonable based on material and labor necessary to provide and install storm sewer manholes at the depths shown. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8023 - An agreed upon unit price for the work was established. Cost is considered reasonable based on the Engineer's analysis of material and labor necessary to install the waterproofing membrane system.

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

Justification for selection:

F - Items included in contract:

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

G - Items not included in contract:

Participating				For deductions enter as "-x.xx"			
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		8022	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	\$6,653.90	2.000	\$13,307.80
x		8023	2599-9999005	WATERPROOFING MEMBRANE	\$500.00	2.000	\$1,000.00
				Add Row	Delete Row	TOTAL	\$14,307.80

H. Signatures

Signatures will be applied through DocExpress.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of North Liberty 3 Quail Creek Circle P.O. Box 77 North Liberty, Iowa 52317	PROJECT: Ranshaw Way Phase 5 Improvements STP-U-5557(622)--70-52	APPLICATION NO: 5 PERIOD TO: 10/16/21 PROJECT NO.: STP-U-5557(622)--70-52 CONTRACT ID: 52-5557-622 LETTING DATE: 4/20/21	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM CONTRACTOR: Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Reinbeck, Iowa 50669	VIA ENGINEER: Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245		

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

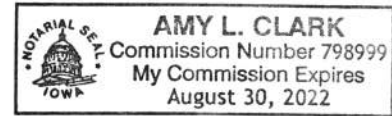
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

1. ORIGINAL CONTRACT SUM	\$	<u>7,882,878.58</u>
2. Net Change by Change Orders	\$	<u>60,982.64</u>
3. CONTRACT SUM TO DATE	\$	<u>7,943,861.22</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>4,099,575.09</u>
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	<u>30,000.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>4,069,575.09</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>2,725,651.67</u>
8. CURRENT PAYMENT DUE	\$	<u>1,343,923.42</u>

CONTRACTOR: Peterson Contractors, Inc.
 By: [Signature] Date: 10-20-21

State of: Iowa
 County of: Crawford
 Subscribed and sworn to before me this 20th day of October, 2021

Notary Public: [Signature]
 My Commission expires: 8-30-22



9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 3,874,286.13
 (This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer'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
 (Attach explanation if amount certified differs from the the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

\$ 1,343,923.42

ENGINEER: [Signature]
 By: _____ Date: 10 / 20 / 2021

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 338,595.89	\$ 291,921.05
Total approved this Month	\$ 14,307.80	\$ -
TOTALS	\$ 352,903.69	\$ 291,921.05
NET CHANGES by Change Order	\$ 60,982.64	\$ -

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

TO OWNER:

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

PROJECT:

North Liberty Aquatic Center Pool
 Water Heater Replacement
 520 West Cherry Street North
 North Liberty, IA 52317

APPLICATION NO: 01
APPLICATION DATE: 10/15/21
PERIOD TO: 10/15/21
PROJECT NO: 1212150

Distribution to:
 OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR
 OTHER
 OTHER

FROM CONTRACTOR:

Tricon General Construction
 1230 East 12th Street
 Dubuque, IA 52001

CONTRACT DATE: 06/09/21

CONTRACT FOR: General Construction

VIA ARCHITECT: Shive-Hatery, Inc 2839 Northgate Drive Iowa City, IA 52245

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	\$406,000.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$406,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$204,135.69
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$10,206.78
b. 5% of Stored Material (Column F on G703)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column I of G703)	\$10,206.78
6. TOTAL EARNED LESS RETAINAGE	\$193,928.91
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$193,928.91
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$212,071.09

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months		
Total approved this Month		
TOTALS:	\$0.00	\$0.00
NET CHANGES by Change Order:	\$0.00	

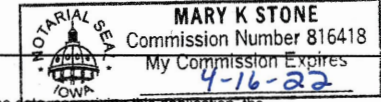
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Tricon Construction Group

By: *[Signature]* Date: 10/15/2021

State of: Iowa County of: Dubuque
 Subscribed and sworn to before me this 15th day of October 2021
 Notary Public:

Mary K. Stone



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 193,928.91

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

ARCHITECT *Ted Krausman* Date: October 22, 2021

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.



Iowa City Community School District Agreements

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

**STORMWATER MANAGEMENT FACILITIES MAINTENANCE AND EASEMENT
AGREEMENT**

**IOWA CITY COMMUNITY SCHOOL DISTRICT
NORTH CORRIDOR SCHOOL ADDITION**

THIS AGREEMENT is made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "the City", and the Iowa City Community School District, hereinafter referred to as "ICCSA" or "the Owner".

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

A. The Owner has requested that the City approve this Stormwater Management Facilities Maintenance and Easement Agreement with respect to the areas designated as "Storm Water Detention Easement" as depicted on the attached Easement Plat (the "Facilities").

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

1. The Owner has full ownership and control of the Facilities;
2. "The Owner", for the purposes of this Agreement, includes ICCSD; any successor owners, and assigns of the Facilities; and any other person or party determined to be a "responsible person" as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.
3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor

ordinance thereto, and the Iowa Stormwater Management Manual maintained by the Iowa Department of Natural Resources, or any successor manual thereto.

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

SECTION 3. MAINTENANCE AND REPAIR OF STORMWATER MANAGEMENT FACILITIES.

A. The Owner shall be responsible for maintaining and repairing the Facilities in a properly functioning condition, as determined in the sole judgment of the City, after approval of the final plat that includes the property described in Section 1 above. Maintenance and repair shall include but is not limited to the following best management practices:

1. Mowing the basin bottom and embankment regularly to prevent growth of weeds and trees.
2. Checking the integrity of the dam at least annually for varmint holes, low spots in the dam (other than the overflow spillway), and other defects or damage.
3. Inspecting the outlet structure and piping at least quarterly, removing any obstructions, and ensuring such structures and piping are in good working order.
4. Inspecting inlet pipes at least quarterly to be sure they are free flowing and removing any obstructions.
5. Inspecting erosion control measures at least monthly until an adequate stand of grass is established.
6. Repairing and removing silt from erosion control structures as needed.

7. Inspecting overflow spillway at least annually to make sure it is operating properly and that it is at the correct elevation.

8. Inspecting granular channels and riprap at least quarterly, removing weeds and debris, and replacing rock as needed.

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

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

SECTION 4. EASEMENT.

The Owner grants to the City a perpetual easement for access to the Facilities, at reasonable times, for periodic inspection by City or City's designee to ensure that the Facilities are maintained in proper working condition to meet City stormwater requirements, and if necessary, for maintenance and repair of the Facilities, in accordance with the terms of this Agreement. The City shall have the right to enter onto other property owned by the Owner for the purpose of exercising its rights and obligations under this Agreement, so long as the City makes reasonable efforts to minimize its disruptions of the Owner's activities and such other property. To the extent possible, the City shall use areas designed for parking or vehicle travel to access the Facilities by vehicle.

SECTION 5. INSPECTION OF FACILITIES.

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

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

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

SECTION 7. FAILURE TO MAINTAIN STORMWATER MANAGEMENT FACILITIES.

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

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

SECTION 8. ENFORCEMENT AND APPEALS.

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

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

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

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

SECTION 10. FEES.

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

SECTION 11. NOTICES.

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

Iowa City Community School District
Superintendent of Schools
1725 North Dodge St.
Iowa City, Iowa 52245

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

circumstances, any new owner shall maintain current contact information on file with the City.

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

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

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

SECTION 13. SUCCESSORS AND ASSIGNS.

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

CITY OF NORTH LIBERTY, IOWA

IOWA CITY COMMUNITY SCHOOL DISTRICT

By: _____
Terry L. Donahue, Mayor

By:  _____
Shawn Eyestone, Board President

ATTEST: _____
Tracey Mulcahey, City Clerk

By:  _____
Janet Grafft, Board Secretary

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

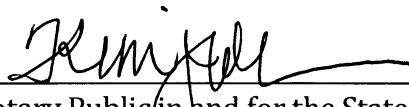
On this ___ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, 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 _____, 2021; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of

the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on this 28 day of September 2021, by Shawn Eyestone, as Board President, and Janet Grafft, as Board Secretary, of the Iowa City Community School District.



Notary Public in and for the State of Iowa

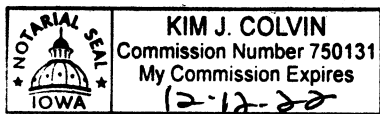


EXHIBIT A

LOCATION: A PORTION OF LOT 1 OF NORTH CORRIDOR SCHOOL ADDITION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA	REQUESTED BY: IOWA CITY COMMUNITY SCHOOL DISTRICT 1725 N DODGE STREET IOWA CITY, IOWA 52245
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	PROPRIETOR OR OWNER: IOWA CITY COMMUNITY SCHOOL DISTRICT 1725 N DODGE STREET IOWA CITY, IOWA 52245
DATE OF SURVEY: 08-15-2018	DOCUMENT RETURN INFORMATION: LAND SURVEYOR

FOR COUNTY RECORDER'S USE

EASEMENT EXHIBIT STORM WATER DETENTION NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES	
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WIDTH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
(P)	
(M)	
C22-1	
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	



**CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS**

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

Date	Revision

DESCRIPTION - STORM WATER DETENTION EASEMENT

A PORTION OF LOT 1 OF NORTH CORRIDOR SCHOOL ADDITION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Southeast Corner of Lot 1 of North Corridor School Addition to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 48 at Page 226 of the Records of the Johnson County Recorder's Office; Thence N89°52'12"W, along the South Line of said Lot 1, a distance of 324.90 feet; Thence N00°07'48"E, 319.72 feet, to the POINT OF BEGINNING; Thence N49°11'16"W, 371.07 feet; Thence N36°29'27"E, 48.50 feet; Thence S72°30'34"E, 250.75 feet; Thence S08°01'34"E, 185.96 feet; Thence S30°47'51"W, 25.63 feet, to the POINT OF BEGINNING. Said Storm Water Detention Easement contains 0.80 Acre, and is subject to easements and restrictions of record.

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	_____ 20____ RICHARD R. NOWOTNY P.L.S. Iowa Lic. No. 17916 My license renewal date is December 31, 20____.
_____ Pages or sheets covered by this seal:	_____ _____ _____

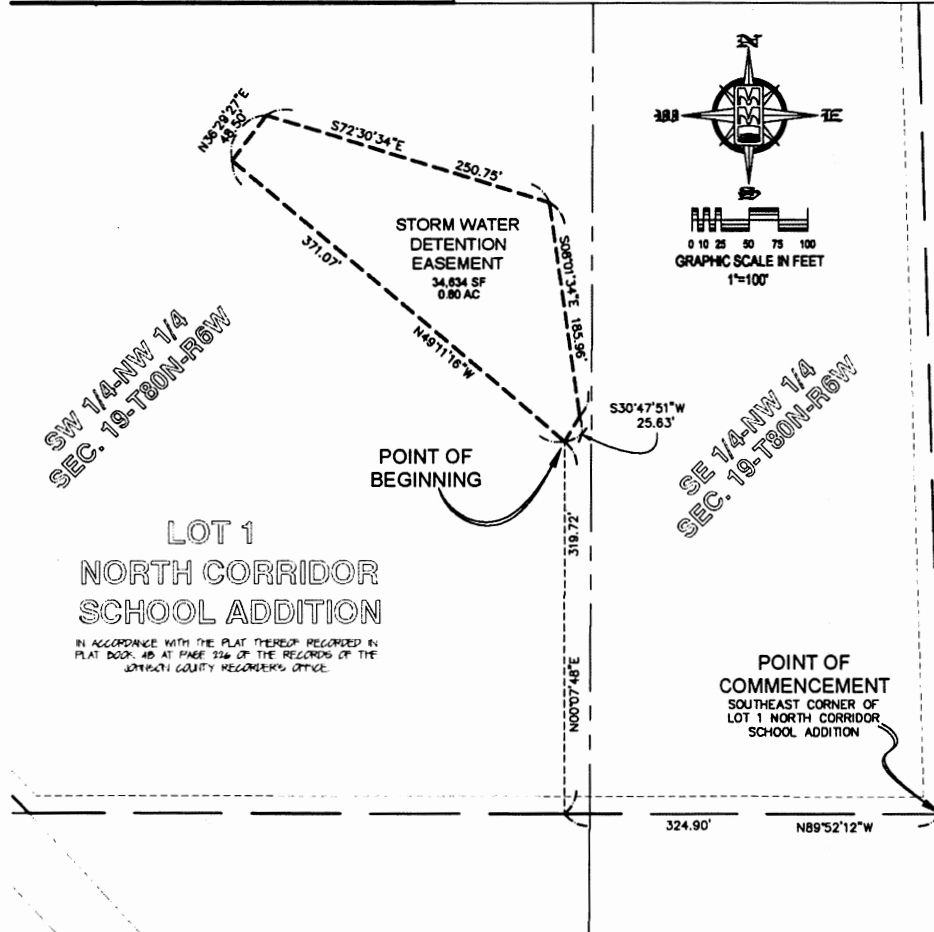
EASEMENT EXHIBIT

STORM WATER DETENTION

A PORTION OF LOT 1 OF NORTH CORRIDOR SCHOOL ADDITION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA
MMS CONSULTANTS, INC.

Date: **08-10-2021**

Designed by: SBP	Field Book No: 715
Drawn by: RLW	Scale: 1"=100'
Checked by: GDM/RRN	Sheet No: 1
Project No: IC 1270-287	of: 1



Resolution No. 2021-100

RESOLUTION APPROVING THE STORMWATER MANAGEMENT FACILITIES MAINTENANCE AND EASEMENT BETWEEN THE CITY OF NORTH LIBERTY AND IOWA CITY COMMUNITY SCHOOL DISTRICT THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH STORMWATER MANAGEMENT FACILITIES WILL BE MAINTAINED FOR THE IOWA CITY COMMUNITY SCHOOL DISTRICT NORTH CORRIDOR SCHOOL ADDITION IN THE CITY OF NORTH LIBERTY, IOWA

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

WHEREAS, the terms and conditions for the maintenance of the stormwater management facilities for the Iowa City Community School District North Corridor School Addition have been set forth in an Agreement between the City of North Liberty ("City") and Iowa City Community School District("Owner");

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

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and North Liberty the Owner is approved for the development of Iowa City Community School District North Corridor School Addition North Liberty, Iowa.

APPROVED AND ADOPTED this 26th day of October, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

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

**STORMWATER MANAGEMENT FACILITIES MAINTENANCE AND EASEMENT
AGREEMENT**

**IOWA CITY COMMUNITY SCHOOL DISTRICT
CHRISTINE GRANT ELEMENTARY**

THIS AGREEMENT is made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "the City", and the Iowa City Community School District, hereinafter referred to as "ICCSD" or "the Owner".

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

A. The Owner has requested that the City approve this Stormwater Management Facilities Maintenance and Easement Agreement with respect to the areas designated as "Storm Water Detention Easement" as depicted on the attached Easement Plats (the "Facilities").

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

1. The Owner has full ownership and control of the Facilities;
2. "The Owner", for the purposes of this Agreement, includes ICCSD; any successor owners, and assigns of the Facilities; and any other person or party determined to be a "responsible person" as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.
3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor

ordinance thereto, and the Iowa Stormwater Management Manual maintained by the Iowa Department of Natural Resources, or any successor manual thereto.

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

SECTION 3. MAINTENANCE AND REPAIR OF STORMWATER MANAGEMENT FACILITIES.

A. The Owner shall be responsible for maintaining and repairing the Facilities in a properly functioning condition, as determined in the sole judgment of the City, after approval of the final plat that includes the property described in Section 1 above. Maintenance and repair shall include but is not limited to the following best management practices:

1. Mowing the basin bottom and embankment regularly to prevent growth of weeds and trees.
2. Checking the integrity of the dam at least annually for varmint holes, low spots in the dam (other than the overflow spillway), and other defects or damage.
3. Inspecting the outlet structure and piping at least quarterly, removing any obstructions, and ensuring such structures and piping are in good working order.
4. Inspecting inlet pipes at least quarterly to be sure they are free flowing and removing any obstructions.
5. Inspecting erosion control measures at least monthly until an adequate stand of grass is established.
6. Repairing and removing silt from erosion control structures as needed.

7. Inspecting overflow spillway at least annually to make sure it is operating properly and that it is at the correct elevation.

8. Inspecting granular channels and riprap at least quarterly, removing weeds and debris, and replacing rock as needed.

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

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

SECTION 4. EASEMENT.

The Owner grants to the City a perpetual easement for access to the Facilities, at reasonable times, for periodic inspection by City or City's designee to ensure that the Facilities are maintained in proper working condition to meet City stormwater requirements, and if necessary, for maintenance and repair of the Facilities, in accordance with the terms of this Agreement. The City shall have the right to enter onto other property owned by the Owner for the purpose of exercising its rights and obligations under this Agreement, so long as the City makes reasonable efforts to minimize its disruptions of the Owner's activities and such other property. To the extent possible, the City shall use areas designed for parking or vehicle travel to access the Facilities by vehicle.

SECTION 5. INSPECTION OF FACILITIES.

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

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

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

SECTION 7. FAILURE TO MAINTAIN STORMWATER MANAGEMENT FACILITIES.

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

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

SECTION 8. ENFORCEMENT AND APPEALS.

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

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

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

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

SECTION 10. FEES.

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

SECTION 11. NOTICES.

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

Iowa City Community School District
Superintendent of Schools
1725 North Dodge St.
Iowa City, Iowa 52245

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

circumstances, any new owner shall maintain current contact information on file with the City.

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

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

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

SECTION 13. SUCCESSORS AND ASSIGNS.

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

CITY OF NORTH LIBERTY, IOWA

IOWA CITY COMMUNITY SCHOOL DISTRICT

By: _____
Terry L. Donahue, Mayor

By:  _____
Shawn Eyestone, Board President

ATTEST: _____
Tracey Mulcahey, City Clerk

By:  _____
Janet Grafft, Board Secretary

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

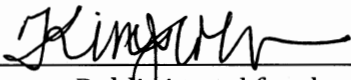
On this ___ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, 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 _____, 2021; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of

the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on this 28 day of September 2021, by Shawn Eyestone, as Board President, and Janet Grafft, as Board Secretary, of the Iowa City Community School District.



Notary Public in and for the State of Iowa



EXHIBIT A

LOCATION: A PORTION OF AUDITOR'S PARCEL 2003145, AND A PORTION OF AUDITOR'S PARCEL #96137 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA	REQUESTED BY: IOWA CITY COMMUNITY SCHOOL DISTRICT 1725 N DODGE STREET IOWA CITY, IOWA 52245
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	PROPRIETOR OR OWNER: IOWA CITY COMMUNITY SCHOOL DISTRICT 1725 N DODGE STREET IOWA CITY, IOWA 52245
DOCUMENT RETURN INFORMATION:	DATE OF SURVEY: 08-15-2018
LAND SURVEYOR	

FOR COUNTY RECORDER'S USE

EASEMENT EXHIBIT
STORM WATER DETENTION
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES	
▲	- CONGRESSIONAL CORNER, FOUND
●	- PROPERTY CORNER(S), FOUND (as noted)
○	- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
⊗	- CUT "X"
---	- PROPERTY &/or BOUNDARY LINES
---	- CONGRESSIONAL SECTION LINES
---	- RIGHT-OF-WAY LINES
---	- CENTER LINES
---	- LOT LINES, INTERNAL
---	- LOT LINES, PLATTED OR BY DEED
---	- EASEMENT LINES, WIDTH & PURPOSE NOTED
---	- EXISTING EASEMENT LINES, PURPOSE NOTED
---	- RECORDED DIMENSIONS
(R)	- MEASURED DIMENSIONS
(M)	- CURVE SEGMENT NUMBER
C22-1	
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	



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IOWA CITY, IOWA 52240
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DESCRIPTION - STORM WATER DETENTION EASEMENT

A PORTION OF AUDITOR'S PARCEL 2003145, AND A PORTION OF AUDITOR'S PARCEL #96137 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Southwest Corner of Auditor's Parcel 2003145 to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 46 at Page 298 of the Records of the Johnson County Recorder's Office; Thence N00°17'49"W, along the West Line of said Auditor's Parcel 2003145, a distance of 60.00 feet; Thence N89°42'29"E, 52.64 feet, to the POINT OF BEGINNING; Thence N00°10'10"W, 126.54 feet; Thence N37°59'56"E, 26.65 feet; Thence N83°20'04"E, 136.78 feet; Thence S13°33'28"E, 156.98 feet; Thence Southwesterly, 64.34 feet, along a 208.42 foot radius curve, concave Northwesterly, whose 64.08 foot chord bears S80°51'52"W; Thence S89°42'29"W, 125.41 feet, to the POINT OF BEGINNING. Said Storm Water Detention Easement contains 26,256 square feet, and is subject to easements and restrictions of record.

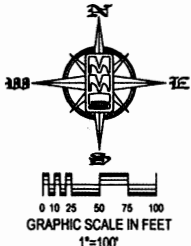
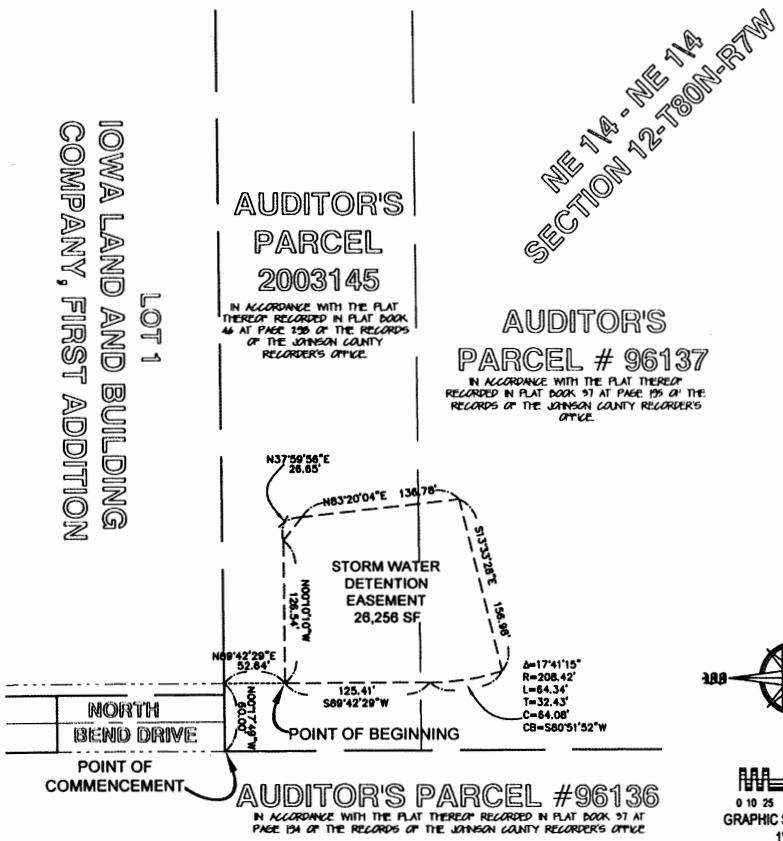
Date	Revision
08-23-2021	PER RRN REVIEW - RLW

EASEMENT EXHIBIT

STORM WATER DETENTION

A PORTION OF AUDITOR'S PARCEL 2003145, AND A PORTION OF AUDITOR'S PARCEL #96137 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN
NORTH LIBERTY
JOHNSON COUNTY
IOWA
MMS CONSULTANTS, INC.

Date:	08-10-2021
Designed by:	SBP
Field Book No.:	1199
Drawn by:	RLW
Scale:	1"=100'
Checked by:	GDM/RRN
Sheet No.:	1
Project No.:	IC 1270-291
of:	1



LAND SURVEYOR

RICHARD R. NOWOTNY

17916

IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Richard R. Nowotny 8-23-21

RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916

My license renewal date is December 31, 20 21

Pages or sheets covered by this seal: 1

SEAL

EXHIBIT A

LOCATION: AUDITOR'S PARCEL #96137 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST, AND A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 6 WEST, ALL OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA	REQUESTED BY: IOWA CITY COMMUNITY SCHOOL DISTRICT 1725 N DODGE STREET IOWA CITY, IOWA 52245
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1817 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-351-8282	PROPRIETOR OR OWNER: IOWA CITY COMMUNITY SCHOOL DISTRICT 1725 N DODGE STREET IOWA CITY, IOWA 52245
DATE OF SURVEY: 08-15-2018	DOCUMENT RETURN INFORMATION: LAND SURVEYOR

EASEMENT EXHIBIT STORM WATER DETENTION NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES

- CONGRESSIONAL CORNER, FOUND
 - PROPERTY CORNER(S), FOUND (as noted)
 -
 - CUT "x"
 - PROPERTY &/or BOUNDARY LINES
 - CONGRESSIONAL SECTION LINES
 - RIGHT-OF-WAY LINES
 - CENTER LINES
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 - LOT LINES, PLATTED OR BY DEED
 - EASEMENT LINES, WIDTH & PURPOSE NOTED
 - EXISTING EASEMENT LINES, PURPOSE NOTED
 - RECORDED DIMENSIONS
 - MEASURED DIMENSIONS
 - CURVE SEGMENT NUMBER
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



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IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

Date	Revision

EASEMENT EXHIBIT

STORM WATER DETENTION

AUDITOR'S PARCEL #96137 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST, AND A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 6 WEST, ALL OF THE FIFTH PRINCIPAL MERIDIAN.

**NORTH LIBERTY
JOHNSON COUNTY
IOWA
MMS CONSULTANTS, INC.**

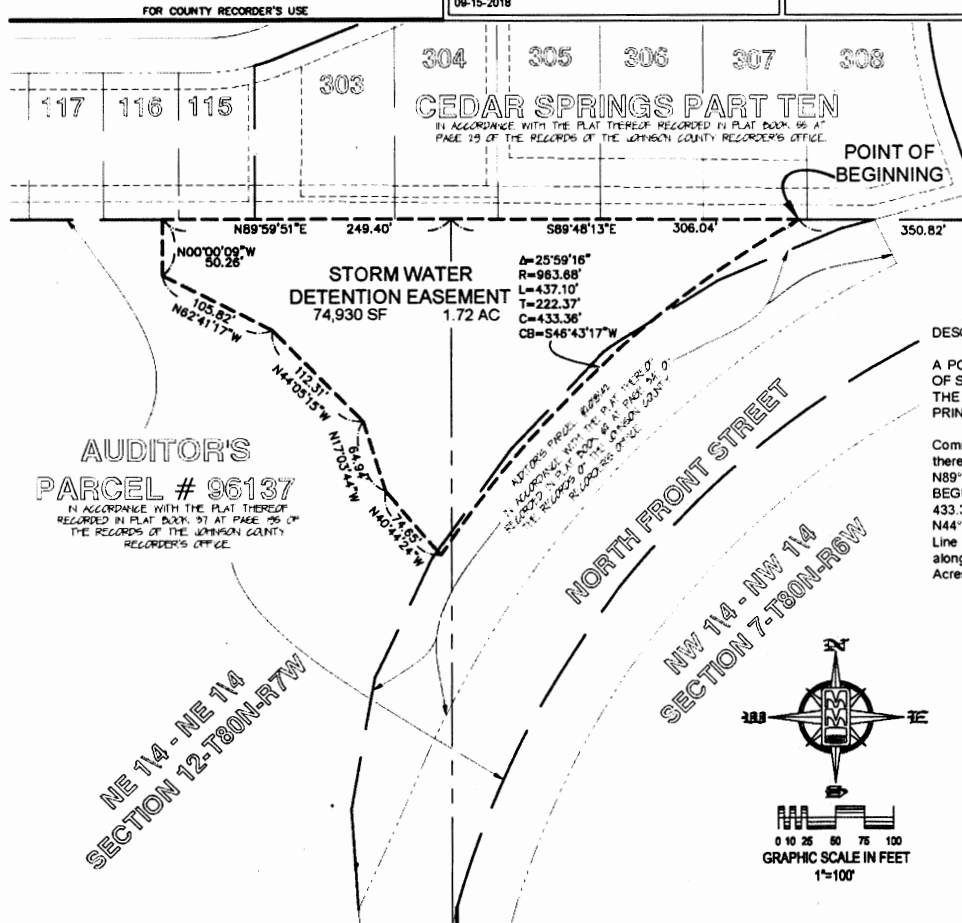
Date: 08-10-2021

Designed by: SBP Field Book No: 1199

Drawn by: RLW Scale: 1"=100'

Checked by: GDM/RRN Sheet No: 1

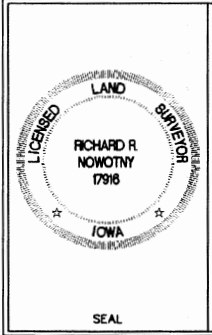
Project No: IC 1270-291 of: 1



DESCRIPTION - STORM WATER DETENTION EASEMENT

A PORTION OF AUDITOR'S PARCEL #96137 IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 6 WEST, ALL OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Northeast Corner of Auditor's Parcel #96137 to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 37 at Page 195 of the Records of the Johnson County Recorder's Office; Thence N89°48'13"W, along the North Line of said Auditor's Parcel #96137, a distance of 350.82 feet, to the POINT OF BEGINNING; Thence Southwesterly, 437.10 feet along a 963.68 foot radius curve, concave Southeasterly, whose 433.36 foot chord bears S46°43'17"W; Thence N40°44'24"W, 74.65 feet; Thence N17°03'44"W, 64.94 feet; Thence N44°05'15"W, 112.31 feet; Thence N62°41'17"W, 105.82 feet; Thence N00°00'09"W, 50.26 feet, to a Point on the North Line of said Auditor's Parcel #96137; Thence N89°59'51"E, along said North Line, 249.40 feet; Thence S89°48'13"E, along said North Line, 306.04 feet, to the POINT OF BEGINNING. Said Storm Water Detention Easement contains 1.72 Acres, and is subject to easements and restrictions of record.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916
My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal:

Resolution No. 2021-101

RESOLUTION APPROVING THE STORMWATER MANAGEMENT FACILITIES MAINTENANCE AND EASEMENT BETWEEN THE CITY OF NORTH LIBERTY AND IOWA CITY COMMUNITY SCHOOL DISTRICT THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH STORMWATER MANAGEMENT FACILITIES WILL BE MAINTAINED FOR THE IOWA CITY COMMUNITY SCHOOL DISTRICT CHRISTINE GRANT ELEMENTARY IN THE CITY OF NORTH LIBERTY, IOWA

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

WHEREAS, the terms and conditions for the maintenance of the stormwater management facilities for the Iowa City Community School District Christine Grant Elementary have been set forth in an Agreement between the City of North Liberty ("City") and Iowa City Community School District ("Owner");

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

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and North Liberty the Owner is approved for the development of Iowa City Community School District Christine Grant Elementary North Liberty, Iowa.

APPROVED AND ADOPTED this 26th day of October, 2021.

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



TAP Agreement

AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICES

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

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

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

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

3. Operations, Fees and Payment.

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

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

4. Proprietary Rights.

4.1 **License to Use Yellow IC Marks.** Yellow IC hereby grants to the City a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks, and logos associated with Yellow IC (collectively, “Yellow IC Marks”) during the Term, solely in furtherance of the City's obligations under this Agreement. The City's

use of any Yellow IC Marks shall be subject to Yellow IC's prior written approval in each instance. Yellow IC warrants and represents that it has, or has obtained from all appropriate rights holders, all necessary rights and authority to grant the license granted by it hereunder. The City hereby covenants and agrees that the Yellow IC Marks shall remain the sole and exclusive property of Yellow IC, and that the City shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with Yellow IC Marks shall inure directly to the benefit of Yellow IC. The City's use of Yellow IC Marks must conform to Yellow IC's usage guidelines and instructions as Yellow IC may provide or update from time to time, and in no event shall the City alter or change the color, style, appearance, or relative dimensions of Yellow IC Marks in any way.

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

5. Confidential Information.

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

which does not fall within any exemption from disclosure; or (f) that is independently developed without use of the other party's Confidential Information.

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

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

6. No Publicity. Except as may be expressly set forth in Exhibit 1, no party may issue a press release, post information online (including web sites, social media channels or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

7. Representations and Warranties; Compliance with Americans with Disabilities Act and Health Insurance Portability and Accountability Act of 1996.

7.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media, and other materials used or provided as part of the Services shall not infringe or otherwise violate the intellectual property rights, rights of publicity, or other proprietary rights of any third party.

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

7.3 If Yellow Transport provides on-demand transportation services which are fully ADA-compliant and accessible, and otherwise identical to any paratransit or other equivalent services provided by the City, then Yellow Transport may provide services under this agreement which exceed the terms and scope of said paratransit or equivalent services with respect to coverage areas, wait times, and hours of operation. Under no circumstances, however, will Yellow Cab provide on-demand transportation services under this agreement which exceed the terms and scope of those provided by Yellow Transport. The parties acknowledge the intention of this Paragraph 7.3 is to ensure, together with the provisions of Paragraph 7.2, that disabled individuals using the on-demand transportation services contemplated by this agreement are afforded services identical to those afforded every other Program participant.

8. Indemnification.

8.1 Indemnification by the City. The City agrees to defend, indemnify, and hold harmless Yellow IC and its directors, officers, employees, subcontractors, and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented

attorneys' fees), judgments, and other expenses arising out of or related to (i) the City's breach of this Agreement; (ii) the City's violation of the representations and warranties in Section 7; (iii) any allegation that Yellow IC's use of the City's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark, or other proprietary or intellectual property rights of such third party; (iv) allegations of negligence or misconduct of the City and its employees or agents; and (v) the City's violation of applicable law.

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

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

9. Limitation of Liability.

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

10. Insurance. During the term of this Agreement, Yellow IC shall maintain in force during the term, at Yellow IC's own expense, at least the following insurance coverages, placed with

insurers authorized to do business in the State of Iowa and that have an A.M. Best's Rating of no less than A-:

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

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

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

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

11. Termination.

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

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

12. General.

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

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

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

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

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

12.6 Force Majeure. Any delay in or failure by any party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war, sabotage, or pandemic (specifically including the COVID-19 coronavirus pandemic) (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

12.7 No Assignment. This Agreement may not be assigned, in whole or in part, by any party without the prior written consent each other party.

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

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

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

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

CITY OF NORTH LIBERTY, IOWA

By: _____
_____, Manager

By: _____
Terry Donahue, Mayor

YELLOW TRANSPORT IC, LLC D/B/A
YELLOW TRANSPORT

By: _____
_____, Manager

Attest: _____
Tracey Mulcahey, City Clerk

EXHIBIT 1 – SCOPE OF ACTIVITIES

1. Overview.

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

2. Term.

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue for three (3) years.

3. Initial Evaluation Period.

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

4. Subsequent Evaluation.

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

5. Program Description and General Obligations.

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

6. Operation.

The City will issue a photo identification card to any individual who applies to participate in and is qualified for the Program. All program participants will qualify for Yellow Cab of Iowa City service, but not all program participants will be eligible for Yellow Transport services. Yellow Transport services shall be reserved for those persons who require transportation which is fully

ADA-compliant and accessible. The names of persons who require Yellow Transport will be communicated to Yellow IC after issuing their card, a designation also indicated on their card. The City will provide to Yellow IC sample identification cards so Yellow IC can train its driver to determine whether a card provided by a rider is legitimate.

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

Participants will be encouraged to plan their use of the Program to limit the number of trips necessary and to allow enough time when scheduling to make all appointments. Participants will be encouraged to be timely for any scheduled rides and to schedule return rides in advance, if they know the length of their appointment.

Yellow IC will not wait for more than five (5) minutes for a rider at any pick up or drop off location.

Yellow IC will not provide any additional fee service, such as delivery service or van cargo, for a program participant during an eligible ride.

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

Participants will be required to adhere to a Code of Conduct as set forth by the City and agreed to by the Parties as a condition of participation. Yellow IC will report alleged violations of the Code

of Conduct promptly to the City, and the City will determine in its sole discretion whether to continue or terminate an individual's membership in the Program. Yellow IC may refuse service to any individual Participant for safety reasons, but shall not refuse service to any Participant for violations of the Code of Conduct without approval from the City.

A participant with a no-show or late cancellation (15 or less minutes prior to scheduled pickup) will be documented by Yellow IC with video footage from the vehicle and verifiable phone call records, both retained for one year. Yellow IC will report fully-documented no-shows and late cancellations to the City in conjunction with ridership data (Exhibit 2). The City will determine in its sole discretion whether to continue or terminate an individual's membership in the Program.

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

7. Eligible Rides.

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

Yellow IC shall make trips Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m. and Saturday 7:00 a.m. and 7:00 p.m. consistent with Program parameters as described below, and subject to the restrictions of Paragraphs 7.2 and 7.3 of the Agreement for On-Demand Transportation Services.

Eligible rides are as follows:

- A. Trips to and from the North Liberty Community Pantry.
- B. Trips to and from Fareway (615 Westwood Drive, North Liberty, IA), Hy-Vee (3285 Crosspark Road, Coralville, IA), Aldi (2750 Heartland Dr, Coralville, IA) and Walmart (2801 Commerce Dr, Coralville, IA).
- C. Trips to and from medical, dental, vision, mental health, or substance abuse treatment appointments within the corporate boundaries of North Liberty, Coralville, Iowa City, and Tiffin.
- D. Trips to and from banks and credit unions within the corporate boundaries of North Liberty.

- E. Trips to and from pharmacies or suppliers of durable medical equipment within the corporate boundaries of North Liberty, Coralville, Iowa City, and Tiffin.
- F. Trips to and from the North Liberty Community Center and local government offices.
- G. Intermediate pick-up to connect with other third-party medical transports from the Community Center or other locations that transport individuals to the University of Iowa Hospitals and Clinics, Mercy Hospital in Iowa City, or the Iowa City VA Health Care System.
- H. Connections to other fixed-route bus services, limited to CAMBUS Research Park stops, Coralville Transit Heartland bus stop, or Coralville Transit Coral Ridge Mall bus stop only.
- I. Trips to and from the County, State, and Federal government buildings located within the corporate boundaries of North Liberty, Coralville, Iowa City, and Tiffin.
- J. Trips to and from the cardholder's polling place on Election Day only.
- K. Trips to and from the North Liberty residence of the Program Participant as set forth on the Program Identification Card and one of the above-listed locations.

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

Except for multiple medical appointments or pharmacy visits at different times of a single day, the City will not pay for a participant to take multiple trips from their point of origin to the same or a similar destination more than once per calendar day. For instance, the City will not pay for more than one trip from a participant's home to a grocery store or allow an eligible rider to use the service as a commuter service to and from work, college classes, or a dependent's care drop off/pick up.

In certain circumstances, on a case-by-case basis, the City may decide it is in the public's best interest to make special eligible ride requests to Yellow IC to either a) give temporary program assistance to a destination not listed above [7(A-J)] for an individual participant (i.e. emergency work transportation); or b) use the service to issue transport to a person not enrolled in the program (i.e. vaccine rides). The City will present these as formal requests to Yellow IC management through electronic transmission. Yellow IC retains the right to refuse these special requests in its sole discretion.

8. Fees; Payment.

The City will pay to Yellow IC for each eligible Yellow Cab of Iowa City ride \$2.75 plus \$0.25 for every 1/13 of a mile driven, plus \$0.75 per minute of wait time. Program Fares collected from Participants shall go towards and be deducted from the total amount of the City's payment obligation to Yellow IC under this Program Agreement. Yellow IC will not charge additional fees for additional passengers, for travel to different zones, for travel during peak times, or based on vehicle size. The City will pay to Yellow IC for each eligible Yellow Transport ride \$50 per trip.

Program Fares collected from Participants shall go towards and be deducted from the total amount of the City's payment obligation to Yellow IC under this Program Agreement.

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

9. Reporting.

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

10. Contacts.

For Yellow Cab:

Name:

Address:

For Yellow Transport

Name:

Address:

For the City:

City Administrator

PO Box 77

North Liberty, Iowa 52317

EXHIBIT 2

(SPREADSHEET TO BE PROVIDED BY YELLOW IC)

Resolution No. 2021-102

A RESOLUTION APPROVING THE AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICES BETWEEN DS ENTERPRISES, L.C. AND YELLOW TRANSPORT IC, LLC AND THE CITY OF NORTH LIBERTY

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

WHEREAS, the City of North Liberty entered into an agreement for transportation services on October 8, 2019;

WHEREAS, additional services were needed from the agreement previously including ; and

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and DS Enterprises, L.C. d/b/a Yellow IC of Iowa City and Yellow Transport IC, LLC d/b/a Yellow Transport is approved for on-demand transportation services.

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

APPROVED AND ADOPTED this 26th day of October, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

NORTH LIBERTY TRANSPORTATION ASSISTANCE PROGRAM (NLTAP) REPORT September 2021

Webpage link: NORTHLIBERTYIOWA.ORG/NLTAP

Transit Coordinator Angela McConville

319-626-5722

amconville@northlibertyiowa.org

transit@northlibertyiowa.org

Card design (has not changed since beginning of program)



FRONT

Unique Identifier: used by both Yellow Cab and City

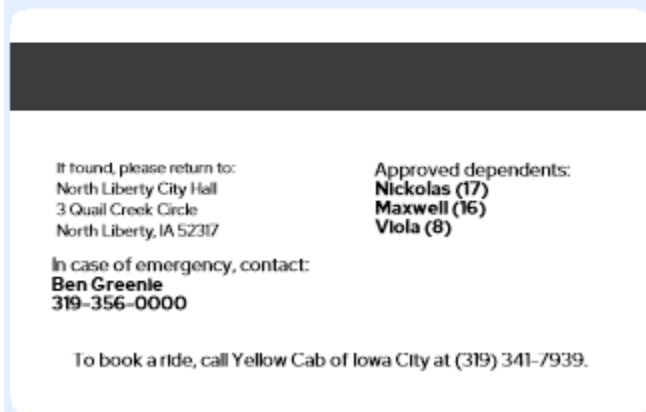
Expiration Date: one year from date application process was completed or – for temporary cards - date doctor says patient can resume driving

Home Address: cab driver uses this to confirm the residential pick up or drop off is their verified home address

Date of Birth: to help confirm identity

Full Name

Both Yellow Cab and North Liberty logos



BACK

"If found please return to": helps the finder return the card to the correct location

"In case of emergency": for the cab driver to have a contact person, considering a lot of our transportation is for medical purposes

"Approved dependents": only these children under 18 can ride with cardholder; ages included to help confirm identity

"To book a ride": includes our dedicated NLTAP phone number as a reminder

Magnetic stripe has no information stored in it at this time

Who applies for the North Liberty Transportation Assistance Program?

YEAR	MONTH	# NEW	# RENEWALS	# CURRENT
2019	November	51		51
	December	21		72
2020	January	23		95
	February	3		98
	March	3		101
	April	2		103
	May	2		105
	June	2		107
	July	3		110
	August	7**		117
	September	4**		121
	October	0		121
	November	4	28	102
	December	6	7	94
2021	January	2	5	78
	February	3	2	80
	March	3	1	81
	April	2	1	82
	May	2	2	84
	June	7	2	91
	July	1	2	91
	August	5	0**	89
	September	6*	1**	92
TOTAL		162	51	

*0 pending new applicants

** Awaiting return of a few renewal applications of cards that expired in Aug & Sept, grace period is given

Incomplete Applications = 31

These typically begin as a person applying online. Transit Coordinator has sent emails or phone calls to all 31 without any response. They fall into one of three categories:

- Are appointment no-shows;
- Have said that, after further information from the Transit Coordinator, the program does not fulfill needs; or
- Have not made follow-up contact to complete the application process.

Current cardholders qualify under which category:

	# CARDHOLDERS	% OF TOTAL	Aug 2020
Category A: No Vehicle	53	53%	61
Category B: Low Income	30	30%	42
Category C: Permanent Disability	13	13%	7
Category D: *Temporary Disability	2	2%	5
Category O: City Employee	1	1%	not available
Category YT: Yellow Transport	1	1%	not available

**temporary = surgery or injury that temporarily impacts ability to drive (usually ~ 3 - 5 months).*

Registration Drive Results:

11 drives were held from November 2019 to January 2020, and 0 since (due to COVID-19). None are planned.

New Applicant Onboard Mechanism:

Since March 2020, all new applicants have been onboarded through a **home visit appointment**. Appointments are made anywhere from one to ten days after an application was received, depending on availability of the applicant and Transit Coordinator, with the Coordinator being flexible into the evening if an applicant works. The Coordinator encourages partners, or adult friends or children to attend the onboarding appointment, so they know how to be of assistance. The onboarding process takes anywhere between 30 and 60 minutes to complete. If the weather is favorable, the onboarding appointment takes place outside on a porch or picnic table. If inside, the Transit Coordinator was fully vaccinated by March 2021 and face masks are always worn. The Transit Coordinator 1) talks about the purpose of the NLTAP program; 2) uses a sample card to talk about the information shared with Yellow Cab drivers; 3) walks the applicant step-by-step through the User Guide; 4) explains the Code of Conduct; 5) takes the applicant's photo for their ID card (if one wasn't provided prior to the appointment); and 6) hands the applicant a copy of their application & the FAQ. If the applicant was not comfortable filling out the online form, then the Coordinator and applicant fill one out by hand together and a copy is included in the envelope when their NLTAP ID card is mailed to them.

Card Renewal Mechanism:

Approximately eight weeks prior to an expiring card, an **NLTAP Renewal Application** is sent to the cardholder with a self-addressed stamped envelope to return to the Transit Coordinator. If any conditions have changed since the person first applied, then proof needs to be provided. Otherwise, a new card is sent with an updated expiration date and the cardholder is asked to cut up and throw away their expired card.

Age

Aug 2020: Average age of an NLTAP cardholder was 63 years old. Median age was 66.

Aug 2021: **Average age of an NLTAP cardholder is 62 years old. Median age is 66.**

	< 30	30s	40s	50s	60s	70s	80s	90s
Aug 2020	10	12	5	10	32	26	13	7
Aug 2021	10	10	7	10	26	17	17	3

How was NLTAP impacted by the COVID-19 Pandemic?

The COVID-19 Pandemic did not cause the NLTAP program to be shut down or even temporarily suspended.

To keep NLTAP running, while being COVID-conscious, immediate changes included:

- Yellow Cab adding PPE and other protective measures for drivers and riders, like physical barriers. Drivers are explicitly given freedom to take time off in the event they are anxious about exposure. This effort is ongoing.
- NLTAP moved to online applications/virtual onboarding for those who are comfortable and have access to adequate technology. This was discontinued when vaccines became available. All new applicants are onboarded at a home visit, as described on the previous page.

Bus Route Riders

When the City of North Liberty temporarily suspended the Coralville Transit bus route through North Liberty in the morning/evening, NLTAP adjusted access to absorb the regular riders dependent on the route. City of Coralville staff was asked to refer riders to NLTAP. Changes were made to allow for temporary NLTAP-approval to workplaces. Two bus riders took the opportunity and became new cardholders. Between March 2020 and August 2020, they took a combined 34 NLTAP trips to work. Their access to work through NLTAP expired on August 21, 2020; five days after the bus route resumed operation. Any NLTAP temporary approval requires City coordination with Yellow Cab management and dispatch staff. We experienced no complications on either end of the process and it went smoothly, due - in part - to excellent communication and relationship with Yellow Cab. Both new NLTAP cardholders were appreciative of this quick solution to the bus routes being suspended.

Free Vaccine Trips

Once the vaccines became available, to remove transportation as a barrier to vaccination, North Liberty collaborated with the other major cities to use NLTAP as the mechanism to administer free trips using Yellow Cab. From February through August 2021, approximately 20 trips for residents of North Liberty have been used to get to & from vaccinations, with all costs covered by the City of North Liberty. Persons did NOT need to be enrolled in NLTAP to use this service. We appreciate Yellow Cab's flexibility to make this happen.



NORTH LIBERTY RESIDENTS

Residents in need of transportation to a vaccine appointment may call NLTAP coordinator Angie McConville at 319-626-5722. Leave a voicemail message with: name, phone number and address. Allow at least a four hour notice, but no more than 24 hours in advance of vaccination appointment. The call will be returned and a FREE ride will be authorized through Yellow Cab.

JOHNSON COUNTY SEATS

Door-to-door transportation available for free if approved. To determine approval, please call 319-339-6125 at least one day before your COVID-19 vaccination appointment. Please provide the scheduler with your name, phone number, home address and location of appointment.

URBAN AREAS BUS SERVICE

Many vaccine sites are located on the fixed route bus lines. Download and use the Transit App on a smartphone to plan a trip using Iowa City Transit, Coralville Transit or CAMBUS. For assistance learning to use these systems or for support covering fare, contact the Mobility Coordinator at 319-356-6090.

CAMBUS BIONIC BUS

FREE and accessible door-to-door transportation provided for residents of Iowa City and Coralville for a ride to local COVID-19 vaccination sites. Residents in need of a ride should provide at least one day's notice and call Bionic Bus dispatch at 319-335-7595 to schedule. Residents will need to provide name, phone number, home address, vaccine location and time of appointment.

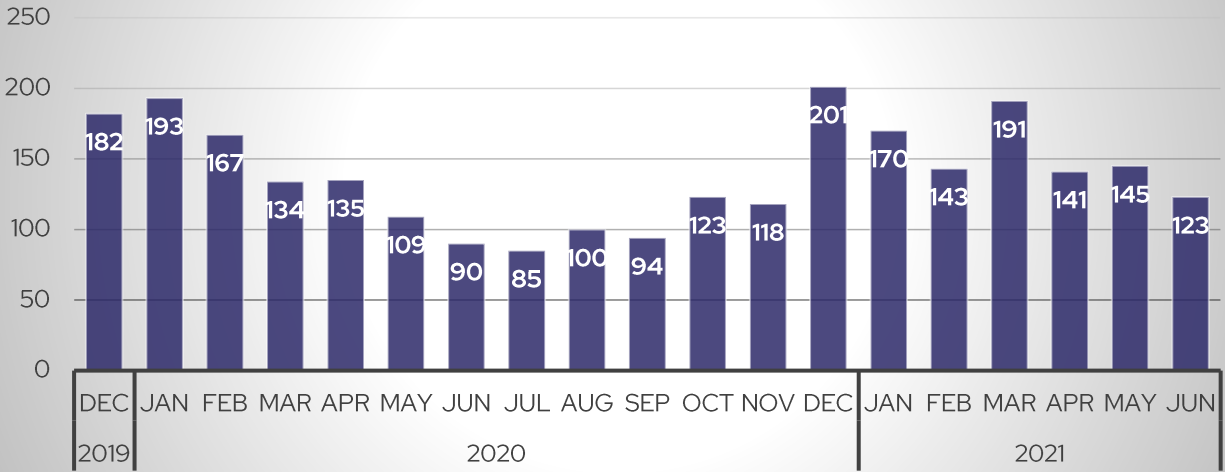
Call Johnson County Mobility Coordinator Kelly Schneider for more information: 319-356-6090



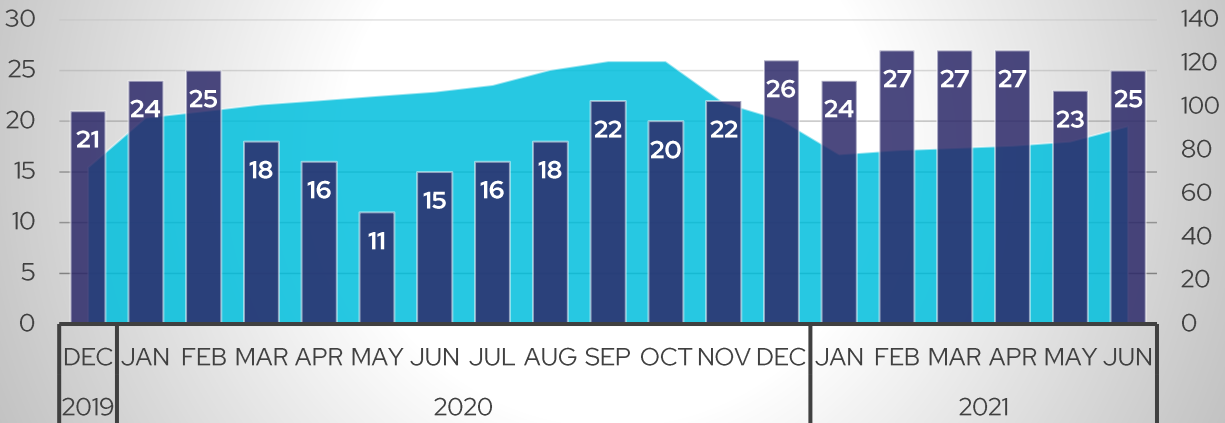
What does NL TAP cost the City?

MONTH EXPENSE INCURRED	- INVOICE	- SUPPLIES	FY20 \$ REMAINING	
START AT			\$ 50,000.00	
2019 NOVEMBER		\$ 270.00	\$ 49,730.00	99.5%
2019 DECEMBER	\$ 2,506.76	\$ 0.00	\$ 47,223.24	94.5%
2020 JANUARY	\$ 2,868.00	\$ 66.12	\$ 44,289.12	88.6%
2020 FEBRUARY	\$ 2,821.25	\$ 0.00	\$ 41,467.87	82.9%
2020 MARCH	\$ 2,533.05	\$ 0.00	\$ 38,934.82	77.9%
2020 APRIL	\$ 1,963.75	\$ 0.00	\$ 36,971.07	73.9%
2020 MAY	\$ 1,977.00	\$ 0.00	\$ 34,994.07	70.0%
MONTH EXPENSE INCURRED	- INVOICE	- SUPPLIES	FY21 \$ REMAINING	
START AT			\$ 50,000.00	
2020 JUNE (billed in July, so FY21)	\$ 2,087.25	\$ 0.00	\$ 47,912.75	95.8%
2020 JULY	\$ 1,829.50	\$ 0.00	\$ 46,083.25	92.2%
2020 AUGUST	\$ 1,909.75	\$ 0.00	\$ 44,173.50	88.35%
2020 SEPTEMBER	\$ 1,917.25	\$ 0.00	\$ 42,256.25	84.51%
2020 OCTOBER	\$ 2,434.00	\$ 75.65	\$ 39,746.60	79.49%
2020 NOVEMBER	\$ 2,250.50	\$ 0.00	\$ 37,496.10	74.99%
2020 DECEMBER	\$ 3,757.75	\$ 0.00	\$ 33,738.35	67.48%
2021 JANUARY	\$ 3,087.50	\$ 0.00	\$ 30,650.85	61.30%
2021 FEBRUARY	\$ 2,270.75	\$ 0.00	\$ 28,380.10	56.76%
2021 MARCH	\$ 3,264.50	\$ 0.00	\$ 25,115.60	50.23%
2021 APRIL	\$ 2,502.75	\$ 44.85	\$ 22,568.00	45.14%
2021 MAY	\$ 3,272.25	\$ 0.00	\$ 19,295.75	38.59%
MONTH EXPENSE INCURRED	- INVOICE	- SUPPLIES	FY22 \$ REMAINING	
START AT			\$ 50,000.00	
2021 JUNE	\$ 2,102.75	\$ 0.00	\$ 47,897.25	95.79%
2021 JULY	\$ 2,671.00	\$ 154.50	\$ 45,071.75	90.14%
2021 AUGUST	\$ 2,761.25	\$ 0.00	\$ 42,310.50	84.62%
2021 SEPTEMBER	TBD	TBD	TBD	TBD

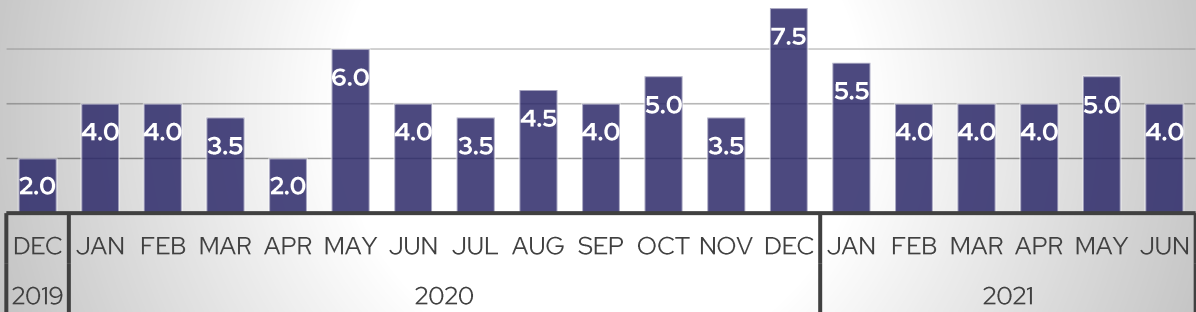
TOTAL NUMBER OF ONE WAY TRIPS/MONTH

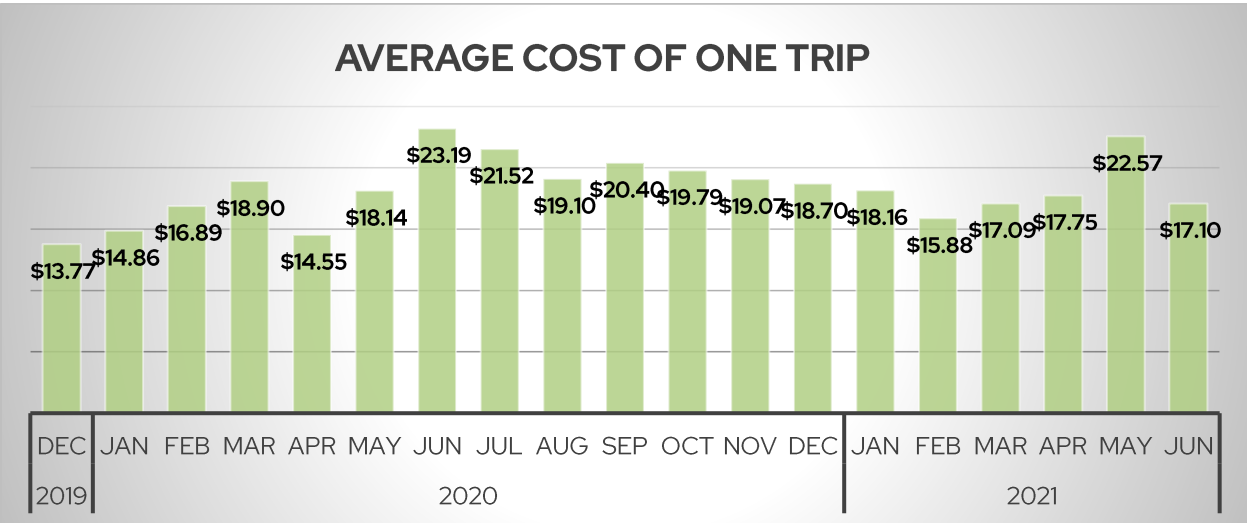
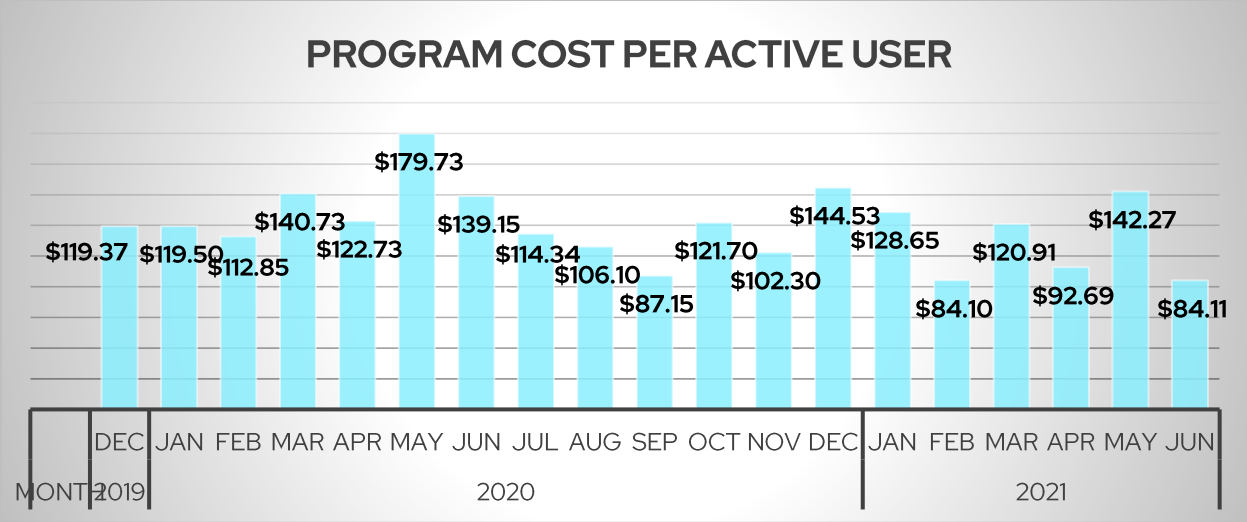


OF ACTIVE USERS (CARDHOLDERS TAKING 1 OR MORE TRIPS/MONTH) AND % OF TOTAL



MEDIAN # OF ONE WAY TRIPS PER ACTIVE USER





Sample of one-way trips and cost

Actual costs vary on traffic and time of day. Uncontrollable variables can impact cost of trip by as much as \$10 each way. These samples were pulled from the June and July user reports.

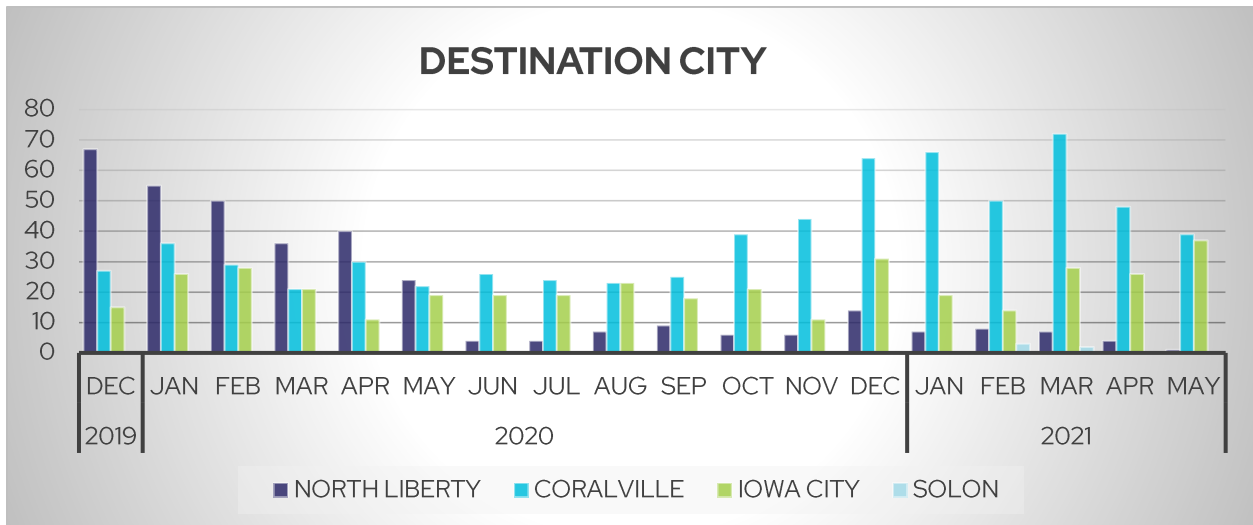
ORIGIN	DESTINATION	COST
Home near Southslope	Crosspark Road HyVee	\$10
Home near East Penn	Walmart	\$15
Home near Ranshaw Way	Mercy Iowa City Hospital	\$27
Home near Café Muse	Iowa River Landing in Coralville	\$30
Home near Fareway	County Administration Building	\$33
Home near Centro	Iowa City Driver's License Station	\$50

All North Liberty to North Liberty trips cost about \$10 each way.

Where are cardholders going?

For all rides taken from December 2019 through May 2021 (not going to cardholder residence):

- 38% were to medical appointments
- 30% were to grocery stores (Fareway, Crosspark HyVee, or Aldis)
- 10% were to pharmacies
- 6% were to connecting bus stops
- 5% were to government buildings
- 5% were to workplaces
- 3% were to the North Liberty Community Center
- 3% were to the North Liberty Community Pantry
- 2% were to banks and credit unions
- 0% were to laundromats
- 0% were to K-12 public schools

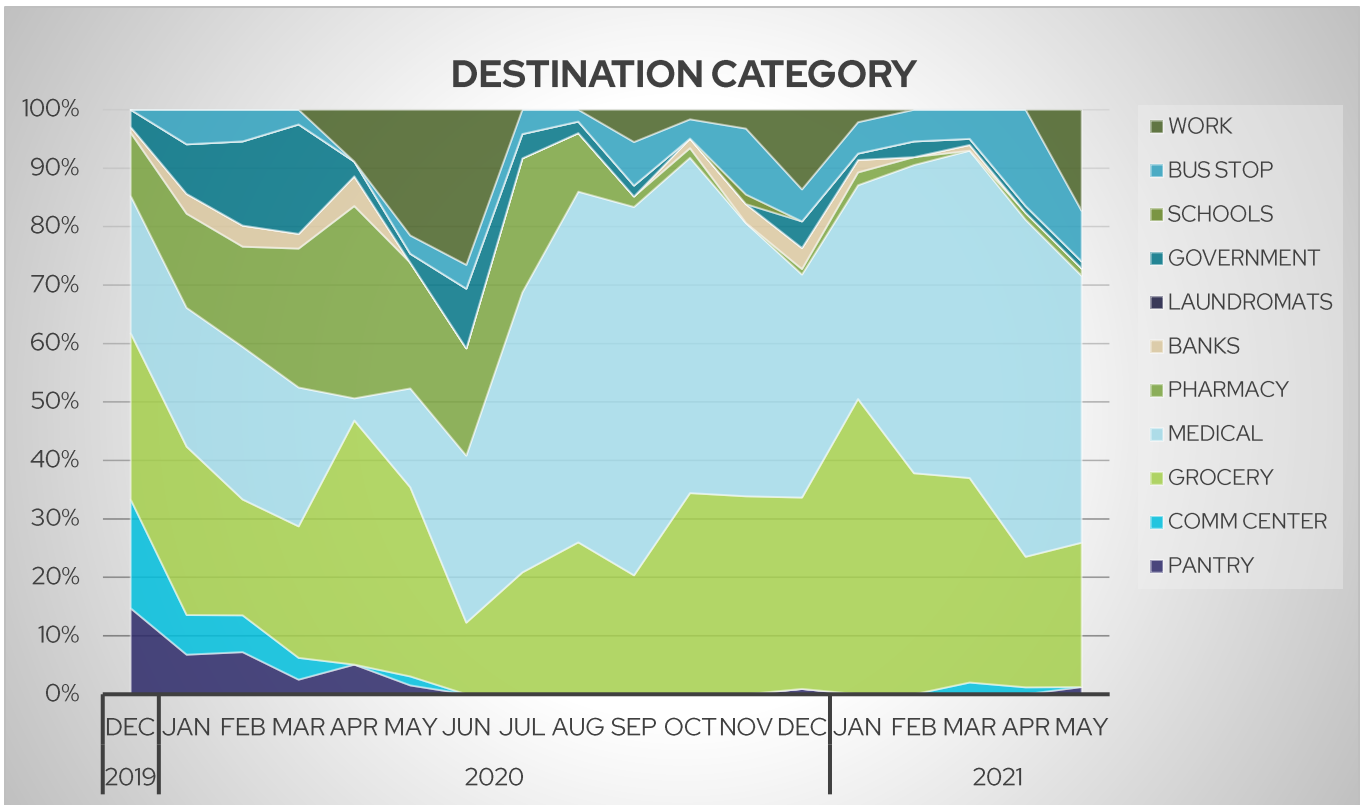


During the pandemic, use has shifted away from the most popular North Liberty destinations. The **Community Center** closed or had limited programs/hours. The **Pantry** began deliveries. **Fareway** was replaced by delivery groceries from HyVee and other services.

Also, with the arrival of more temperate months, cardholders may choose:

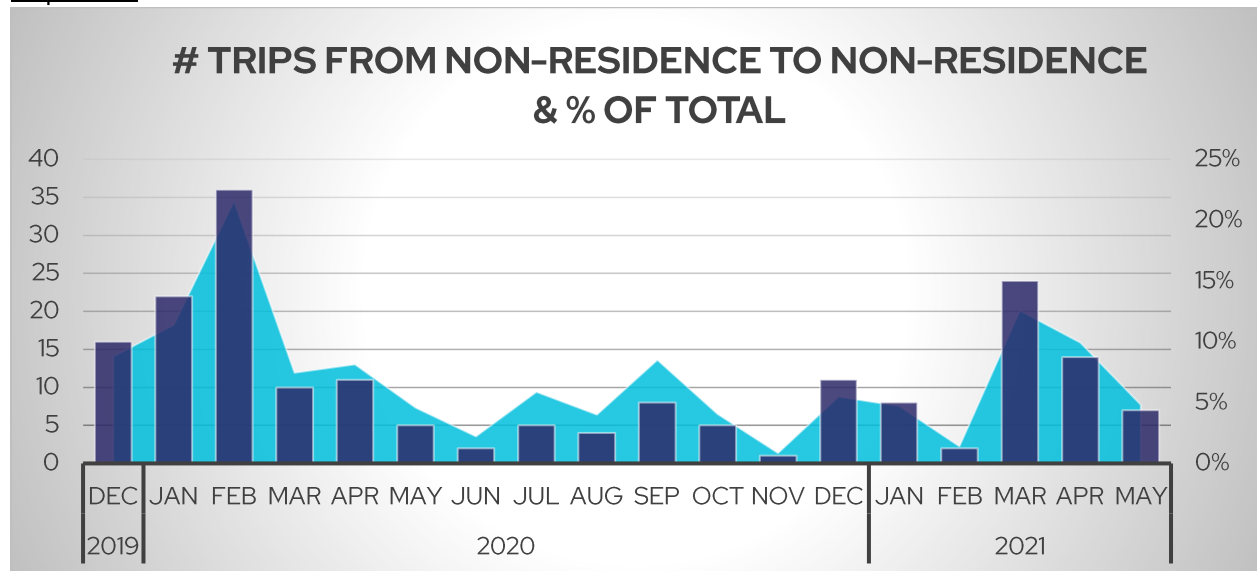
- to walk or ride a bike instead of use NL TAP to get around North Liberty, and
- outdoor exercise instead of the indoor equipment at the Community Center.

NLTAP staff anticipates a lull in the summer months each year, regardless of Pandemic.



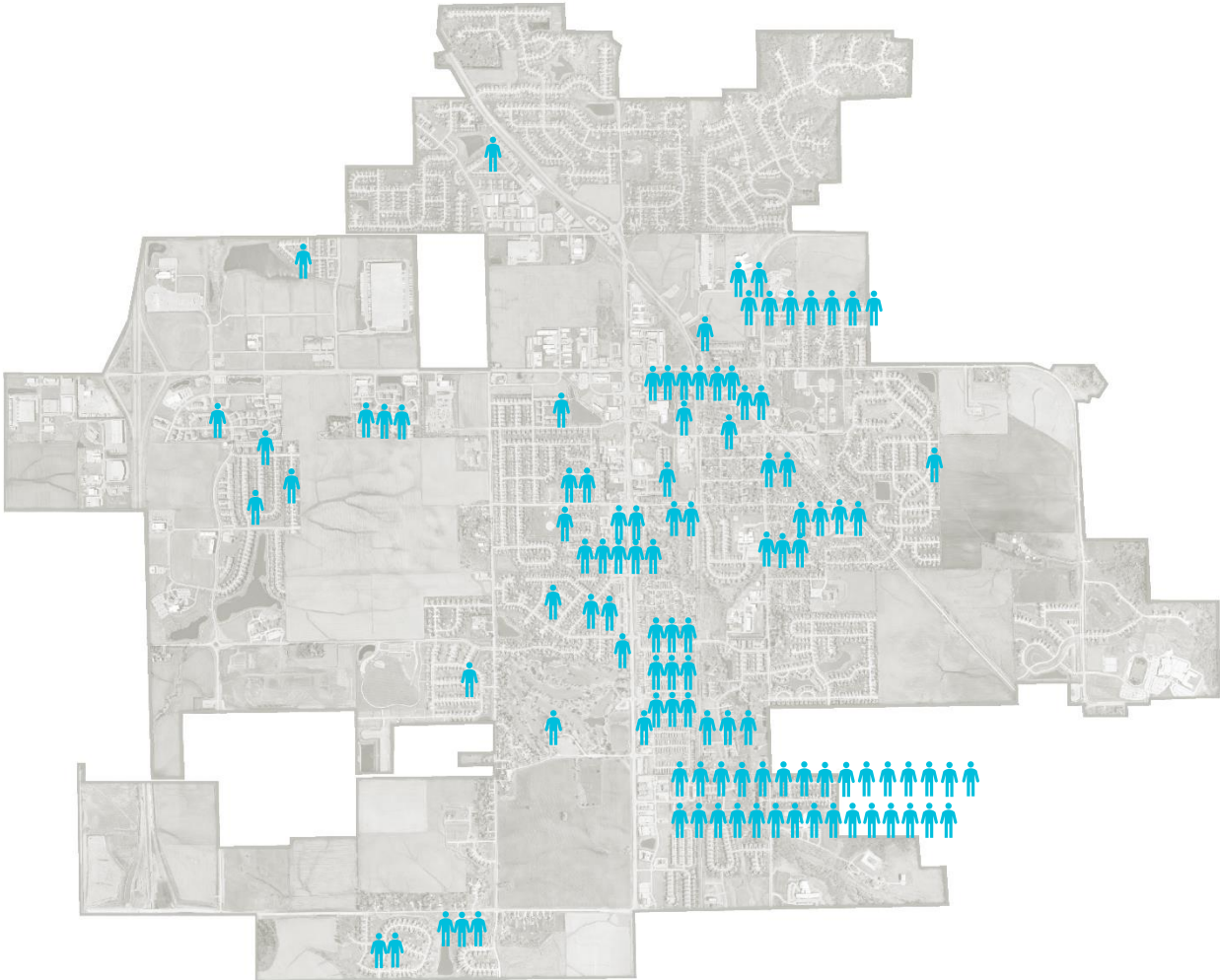
This is further seen in the above image outlining the category of destination. Medical trips have increased and are – typically – the more expensive rides.

Trip chain



Trips taken from one approved non-residence destination to another approved non-residence destination shows that some cardholders are doing **multiple purposes in one outing** before going back home. For example, going from the doctor's office to the pharmacy before booking a ride home. This is called trip-chaining and helps us get the most out of our money.

Where do current NLTAP cardholders live in North Liberty?



How are we communicating with cardholders?

Cardholders are informed that they can call NLTAP Program Administrator Angela McConville or Yellow Cab directly to give feedback or report concerns, via phone or email.

October 2020 Letter:

All cardholders were sent a letter that talked about:

- New destinations, Walmart & K-12 Public Schools.
- FREE rides to polling place, as well as reported each person's polling place, based upon residential address.
- Neighborhood Ambassador program.
- COVID-19 Pandemic information, including contact information for free face masks.
- Medicare Open Enrollment & Senior Squad.

February 2021 Phone Calls:

- Cardholders at least 65 years old were called to set an appointment at the Solon Senior Advocates clinic with free transportation provided by NLTAP.

March 2021 Emails, Texts, Phone Calls:

- Cardholders **with email addresses** were sent invitations to set an appointment for the North Liberty Community Center vaccine clinics.
- Cardholders **without email addresses, but with smart phones** were sent a text on how to set a vaccine appointment for the North Liberty Community Center vaccine clinics.
- Cardholders **without email or smart phones were called on the phone** to set a vaccine appointment for the North Liberty Community Center vaccine clinics.

All vaccine trips are covered free of charge.

August 2021 Letter & Survey:

All cardholders were sent a letter that talked about:

- A survey with a self-addressed stamped envelope to mail it back at no cost.
- Hauling large items.
- Our Code of Conduct.
- Eviction or foreclosure resources.
- Gas/electric bill assistance programs.
- COVID-19 vaccine access.
- Pet licensing.

How are we communicating with residents and businesses to spread the word?

Media coverage (since last report):

September 2021: User video produced by North Liberty Communications, shared in news blurb, social media & added to NLTAP webpage.

Outreach (since last report):

February 2021: joined United Way's RSVP Advisory Council

June 2021: met with Iowa City Transit to share information

October 2021: NL Representative for the County on their NCMM Design Challenge Grant on Human-Centered Design in transportation.

No registration drives since February 2020, due to the COVID-19 Pandemic.

Coralville Bus riders were given information about NLTAP while route was suspended.

Always in communications & often work cases for:

- UIHC social workers
- ICCSD/CCA family advocates
- Johnson County's Mobility Coordinator, Social Services Navigator & Aging Specialist

Listed on the Johnson County Social Services index.

Attends Johnson County Mobility Coordinator Team Meetings, held quarterly.

Attends COVID-19 Older Adult Coordinator countywide meetings, held monthly.

Survey Results

In August 2021, surveys and self-addressed stamped envelopes were sent to 157 current and former cardholders. 31 envelopes were returned unopened (person moved). 42 total – or 33% of received envelopes – returned surveys with answers and commentary.

1.

On average, I leave my house, facility, or apartment to go somewhere off-property...	2020	2021
at least once every day	19%	10%
4-6 days each week	12%	10%
1-3 days each week	27%	45%
less than once per week	42%	35%

NLTAP cardholders stretch the gamut of life from young people with children working in the area... to seniors living in facilities where everything they need is around them.

2.

I use the following methods of transportation... (respondents picked all that apply)	2020	2021
Cabs + using my NLTAP card	48%	68%
I drive my own vehicle	48%	43%
A platonic friend drives me	22%	35%
A family member drives me	33%	30%
My significant other/partner/spouse drives me	0%	13%
I walk to a destination (not walking for fitness only)	33%	10%
Public bus transportation (such as a city or university bus)	15%	10%
Private facility bus transportation (such as Keystone)	4%	8%
Other (respondents said "scooter" and "rideshare")	7%	6%
SEATS paratransit bus	0%	5%
My bicycle	11%	3%
Cabs + paying the entire cost of the trip myself	7%	3%
My workplace-provided carpool/vanpool	0%	3%
Cabs + using my Medicare/Medicaid waiver	7%	0%
I borrow a vehicle from a friend, family member, or partner	7%	0%
I use a volunteer driver program (such as TRAIL of Johnson County or RSVP)	0%	0%

Why the low % answers? SEATS has quite the lengthy application process & inconvenient days/times. Coordinated carpools/vanpools don't exist at most businesses. The majority of NLTAP cardholders are not married or are widowed. Volunteer driver programs (mostly, seniors driving seniors) are just restarting after closure due to the COVID-19 pandemic.

3.

On average, using my NLTAP card, I take...	2020	2021
5 or more individual \$1 trips per week	4%	0%
1-4 individual \$1 trips per week	15%	17%
Less than once per week (one to three times per month)	37%	51%
Zero trips (I have not used my NLTAP card at all)	44%	29%
Not applicable (I am not a cardholder bc card expired)	n/a	2%

Cardholders clarified their reasons for zero trips, which included:

2020

- I drive myself.
- I am happy to know that I have this card for emergency transportation.
- I have been unable to use my card because my doctor's appointments were cancelled due to COVID-19.
- I have always had access to other transportation.
- I need rides to work and NLTAP does not offer that.
- COVID-19 hit, so I feel safer having a family member drive.
- Have not been out of my house, doctor's orders.
- I have my own car and do not need at this time.

2021

- I have not used the service yet because I haven't had the availability with the times of my appointments.
- I have my own vehicle and am still able to drive.
- Since I can still drive and still have a vehicle, I will drive myself. But want this available in winter for appointments, etc or I am not able to drive myself. Thankful for this.
- I haven't used yet, but want to know I can use it for the future.
- I use the resource carefully. I try to arrange time so my spouse can drive me to buy food.
- I drive myself yet. When I lose my license. I'll use it soon! Thanks!
- I don't use it as much. I have a friend help out when she can. I got tired of the rude drivers and the long wait. They pick up others first, then come late.
- Has not used the taxi service. Is a backup plan if spouse is unable to get me to appointment. So far, fingers crossed, have not needed to use. Spouse and son have been able to provide transportation.
- I have my own car and taking care of a friend.
- My needs have been met. I have transportation here at Keystone and family.
- So far, my car is running.
- My daughter so far has been able to drive me to doctors.

4.

The North Liberty Transportation Assistance Program...	2020	2021
Serves all of my transportation needs	19%	24%
Serves some of my needs	44%	46%
Does not serve any of my needs	11%	5%
No opinion	19%	22%
Not applicable (I am not a cardholder bc card expired)	n/a	2%

5.

Regarding NLTAP program administration, helpfulness & other communication with North Liberty Staff ...	2020	2021
I am happy with City staff.	63%	76%
I am happy with most City staff.	11%	5%
No opinion or not happy/not unhappy.	19%	20%
I am unhappy with City staff.	4%	0%

6.

Regarding NLTAP program knowledge, helpfulness & other communication with Yellow Cab Dispatchers ...	2020	2021
I am happy with all of the dispatchers.	44%	49%
I am happy with most of the dispatchers.	11%	20%
No opinion or not happy/not unhappy.	26%	29%
I am unhappy with most or all of the dispatchers.	4%	2%

7.

Regarding NLTAP ride helpfulness, friendliness & other communication with Yellow Cab Drivers ...	2020	2021
I am happy with all of my cab drivers.	56%	51%
I am happy with most of my cab drivers.	4%	15%
No opinion or not happy/not unhappy.	26%	29%
I am unhappy with most or all of my cab drivers.	0%	2%

8.

List destinations you think we should allow with the NLTAP card and explain why.

Answers included:

2020

- Smokin' Joes. And the cab should wait. It doesn't take long to buy cigs.
- Trader Joe's and Farmer's Markets both handle product staples not available at the other places.
- Kirkwood Community College. It would help with getting to school.
- Walmart and the mall. *ADDED IN 2020*
- Brown Deer Place, so we could visit our daughter who lives there.
- Walmart (best prices on groceries) *ADDED IN 2020*; work (this would help tremendously with living expenses).
- Walmart, because it has more than just groceries. *ADDED IN 2020*
- CID Airport. A lot of seniors travel.
- My helpers don't work on weekends, so when I need to go to work and back, I have to get a cab and pay full price.
- North Liberty schools for teacher and parent meetings and picking up sick kids. *ADDED IN 2020*

2021

- Banks and credit unions in Coralville and Iowa City
- I work part time. I would like to be able to use cab to do that. They charge minimum \$10 one way, so that would be \$20 for one night's work.
- Can't think of anything or any other places. NLTAP taxi takes me most places or close enough to walk rest of way.
- Airport. I like to travel.
- Fast food. Smoking Joes.
- I'd like to see the NLTAP pick up passengers from UI Emergency Care 24/7, because you get released anytime and need a ride home.
- Should have some Sunday services.



Snowmobile Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 75 OF THE NORTH LIBERTY CODE OF ORDINANCES CONCERNING PERMITTED USES OF SNOWMOBILES WITHIN CITY LIMITS

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

SECTION 1. AMENDMENT OF CHAPTER 75.05 Chapter 75.05 of the North Liberty Code of Ordinances is amended to read as follows:

75.05 DESIGNATED ROUTES AND OPERATION – SNOWMOBILES.

1. The City Council may from time to time, by resolution, designate routes for the operation of snowmobiles on public property within City limits. A map of such designated routes shall be published on the City's official web site, and a copy made available at the office of the City Clerk.

2. Snowmobiles may be operated on ~~public property~~ the routes designated in accordance with paragraph 1 above between the edge of the sidewalk closest to the roadway and the roadway on the designated side of the street, or on the five-foot adjacent shoulder on the designated side of the roadway if there is no sidewalk, for the following designated streets in the City:

A. Dubuque Street from the south City limit to the intersection with Cherry Street.

B. Front Street from Penn Street north to the north City limit.

C. Penn Street from the north Penn Meadows parking lot west to Front Street, and from Highway 965 to Kansas Avenue.

D. Scales Bend Road, from Highway 965 to the northernmost City limit.

E. Kansas Avenue from Penn Street south to Forevergreen Road.

F. Forevergreen Road from Kansas Avenue west to the west City limit.

G. Highway 965 from Penn Street to the northernmost City limit.

~~2. Snowmobiles may be operated on the designated route through Penn Meadows Park between Dubuque Street and Penn Street.~~

3. Snowmobiles may only be operated on the above-referenced designated routes for the purpose of entering or exiting the City or for the purpose of allowing the operator to reach his/her destination but not for general recreational purposes.

4. Operation of snowmobiles within the City is strictly prohibited between the hours of twelve a.m. and six a.m. on Saturday and Sunday and between the hours of ten-thirty p.m. and six a.m. Sunday through Thursday.

5. The City Administrator or designee may waive the limitations for designated routes and hours of operation in the event of emergency or exigent circumstances and snowmobiles operators agree to assist the City in specific relief or transportation tasks.

SECTION 2. AMENDMENT OF CHAPTER 75.06. Chapter 75.06 of the North Liberty Code of Ordinances is amended to read as follows:

75.06 MISCELLANEOUS RULES – SNOWMOBILES.

No person shall operate a snowmobile within the City limits, ~~as specified above,~~ except in compliance with the following rules and regulations:

1. Any person operating a snowmobile within the City shall obey all designated speed limits and other posted traffic signs or traffic-control devices.
2. No person shall operate a snowmobile within the City unless it is currently registered and numbered with the state, as provided in Chapter 321G, Iowa Code.
3. The operator must yield the right-of-way to all motor vehicles.
4. Snowmobiles shall not be operated abreast with one or more other snowmobiles.
5. Snowmobiles operating within the City shall be equipped with at least one headlight and one taillight and the headlight and taillight shall be lighted at all times when operated within the City limits.
6. Snowmobiles shall not be operated without suitable and effective muffling devices as defined in Chapter 321G, Iowa Code.
7. No person shall operate a snowmobile in a careless, reckless or negligent manner so as to endanger any person, including the operator, or the property of another or to cause injury or damage thereto.
8. No person shall operate a snowmobile while under the influence of alcohol or illegal substances as defined in the Iowa Code.
9. Snowmobiles shall not be operated on private property without the express permission of the property owner.
10. Except ~~for city highways which have not been plowed during the snow season as provided in Iowa Code § 321G.9(4)(a), and as provided~~ for designated routes in Chapter 75.05, no person shall operate a snowmobile on any public property, including the City parks, within the City.

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

SECTION 4. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 5. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____, 2021.

Second reading on _____, 2021.

Third and final reading on _____, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the *North Liberty Leader* on the ____ day of _____, 2021.

TRACEY MULCAHEY, CITY CLERK

ORDINANCE NO. 2021-16

AN ORDINANCE AMENDING CHAPTER 75 OF THE NORTH LIBERTY CODE OF ORDINANCES CONCERNING PERMITTED USES OF SNOWMOBILES WITHIN CITY LIMITS

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

SECTION 1. AMENDMENT OF CHAPTER 75.05 Chapter 75.05 of the North Liberty Code of Ordinances is amended to read as follows:

75.05 DESIGNATED ROUTES AND OPERATION – SNOWMOBILES.

1. The City Council may from time to time, by resolution, designate routes for the operation of snowmobiles on public property within City limits. A map of such designated routes shall be published on the City's official web site, and a copy made available at the office of the City Clerk.
2. Snowmobiles may be operated on the routes designated in accordance with paragraph 1 above between the edge of the sidewalk closest to the roadway and the roadway on the designated side of the street, or on the five-foot adjacent shoulder on the designated side of the roadway if there is no sidewalk.
3. Snowmobiles may only be operated on the above-referenced designated routes for the purpose of entering or exiting the City or for the purpose of allowing the operator to reach his/her destination but not for general recreational purposes.
4. Operation of snowmobiles within the City is strictly prohibited between the hours of twelve a.m. and six a.m. on Saturday and Sunday and between the hours of ten-thirty p.m. and six a.m. Sunday through Thursday.
5. The City Administrator or designee may waive the limitations for designated routes and hours of operation in the event of emergency or exigent circumstances and snowmobiles operators agree to assist the City in specific relief or transportation tasks.

SECTION 2. AMENDMENT OF CHAPTER 75.06 Chapter 75.06 of the North Liberty Code of Ordinances is amended to read as follows:

75.06 MISCELLANEOUS RULES – SNOWMOBILES.

No person shall operate a snowmobile within the City limits except in compliance with the following rules and regulations:

1. Any person operating a snowmobile within the City shall obey all designated speed limits and other posted traffic signs or traffic-control devices.
2. No person shall operate a snowmobile within the City unless it is currently registered and numbered with the state, as provided in Chapter 321G, Iowa Code.
3. The operator must yield the right-of-way to all motor vehicles.
4. Snowmobiles shall not be operated abreast with one or more other snowmobiles.
5. Snowmobiles operating within the City shall be equipped with at least one headlight and one taillight and the headlight and taillight shall be lighted at all times when operated within the City limits.
6. Snowmobiles shall not be operated without suitable and effective muffling devices as defined in Chapter 321G, Iowa Code.
7. No person shall operate a snowmobile in a careless, reckless or negligent manner so as to endanger any person, including the operator, or the property of another or to cause injury or damage thereto.
8. No person shall operate a snowmobile while under the influence of alcohol or illegal substances as defined in the Iowa Code.
9. Snowmobiles shall not be operated on private property without the express permission of the property owner.
10. Except for city highways which have not been plowed during the snow season as provided in Iowa Code § 321G.9(4)(a), and for designated routes in Chapter 75.05, no person shall operate a snowmobile on any public property, including the City parks, within the City.

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

SECTION 4. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 5. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on September 28, 2021.

Second reading on _____, 2021.

Third and final reading on _____, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the North Liberty *Leader* on the ____ day of _____, 2021.

TRACEY MULCAHEY, CITY CLERK

From: derekdunkin@gerardelectric.com
To: [communications](#)
Subject: [EXTERNAL] Snowmobiling in north liberty
Date: Wednesday, October 13, 2021 10:55:27 AM

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.

Snowmobiling in North liberty

let me first introduce myself, my name is Derek Dunkin of Tiffin IA. I had grown up in North Liberty much of my life. My family moved here in 1984 and we lived off Front St before moving to Heritage Dr where I would reside through my schooling in the North Liberty and Iowa City school district up until it was time to leave the nest. I am now an Electrical Project Superintendent primarily based in the University Hospitals and clinics, and of course an avid snowmobiler, as well as a Snowdrifters club member for the past several years. I remain active in the club working with local sponsors in Tiffin and North Liberty and survey/mark the trail systems between North Liberty and Tiffin as well as throughout Tiffin. Last year alone I had renewed 14 club sponsors from local restaurants, bars, and gas stations, throughout North Liberty and Tiffin and also organize volunteers to help with the maintenance of our trails. We work year-round to keep and maintain a relationship with the city council of Tiffin to allow them to express any concerns and thoughts regarding our sport. I have found it easier for both parties in the off-peak snowmobile season if we stay relevant year round as to not be a big surprise that pops up when the snow falls because it seems as though it is easy to forget about us the other 9 months of the year due to how active the cities are in their continual growth. Beyond that I would like to jump right into why it is important to me and hundreds of individuals just like me to keep this sport alive in our area. First the nostalgia, this sport has had established trail systems long before I lived in this area. I as a young kid would see these machines in the dead of winter, riding through without a thought of what they were and who the people that rode them were, I was a kid I had no idea what I was looking at. I remember being enamored with the headlights bobbing along in the ditch and thinking are these

folks crazy its ten degrees outside why would they choose to do this? Then as a teenager I started to fall in love with winter sports, skiing then snowboarding, snowmobiling was never on my radar cause let's face it I can't afford to do it, its not a cheap sport. Out of high school I went into the electrical trade and had my own DJ service. I saved my money and for some reason or another gravitated towards snowmobiling, mainly due to my love of winter sports but also because I loved the idea of riding out of my garage to a trail system that was one house away that ran parallel with 965 through the heart of North Liberty back when Tom Salm was the mayor. I was still a kid, didn't know the ins and outs or the implications of my actions I just wanted to rip it up out in the fresh snowfall. As I grew older and saw eventually what it took to maintain and fight to keep these trails alive, I grew a respect for the people that volunteered and took the time to ensure this sport could exist. Now as I sit on this side of the fence, I see the major issues that we as a club face as well as you as a city face and I have a fair number of ideas to try to bridge the gap, but unfortunately this is not my fulltime job and I have two young kids so I can only devote so much time to the efforts. The Snowdrifters club represents less than 10% of the snowmobiling community. One of the first things before closing trails in North Liberty I would consider is to create a rule that anyone registering a snowmobile in the city limits of North Liberty be required to join a local club. This may be easier said then done but this would ensure that the owners of snowmobiles be informed with the trail system as well as updates from surrounding communities and held responsible for their actions while riding. The revenue created by the new memberships would go directly into the signing of the trail system and communication with owners ultimately helping create a safer trail system through the portions of the city that are accessible to us in the future. As an adult my thoughts have changed tremendously about safety, proper gear, insurance, riding on signed trails are all very important things I keep in mind but an eighteen year old with their first sled may not take these things into consideration. I think on a statewide level they should enforce that all registered snowmobile owners must provide proof of club membership bottom line. On a local level this may help the City of North Liberty.

I truly can't imagine North Liberty and the surrounding communities without snowmobile trails, again they have been here longer than I have. These

trails link up to a system that provide trails from northern Missouri to northern Canada. The sport brings revenue into communities in a rather slow dreary time of year. After the year and half that these businesses have faced, this winter could be tough on them. Mosley's, J and A, Club 76, Rockey's, Liberty doors, among others have been loyal sponsors of our club for quite some time and part of our agreement when I renew the sponsorship is ensuring we will bring them customers during the winter months. Don't get me wrong I completely understand the concerns that the City of North Liberty has brought to our attention. Any damage to city property is unacceptable and if it was a club member we would be well aware and the person would have been turned into the police department because that kind of recklessness is not tolerated, but accidents do unfortunately happen. There is clearly a need for snowmobilers and the city to have better communication. A rash decision to eliminate snowmobiling in a community that has generously worked side by side with us for decades should be a last resort. I just wish the city council could see the level of dedication and resources it takes to maintain this sport. Its easy to imagine a bunch of young kids with no care in the world trespassing on private property throwing caution to the wind. When in reality this is a very expensive sport and it is primarily prominent individuals that are business owners or somewhat well to do and not too mention 30 or older that participate in this sport. I'm 39 and one of the youngest members of the Snowdrifters. I haven't even covered a small percentage of the concerns and topics, I could talk all day about snowmobiling but you can probably only handle so many run on sentences. I absolutely appreciate your time and beg you to contact the club with future concerns, so you don't feel like you are battling these issues alone. I look forward to working with you in the near future and please take care.

Thanks again!

Derek Dunkin

Derek.Dunkin@gmail.com

DerekDunkin@gerardelectric.com

Thank you –

Derek Dunkin

Superintendent



319-631-1799 (Mobile)

www.gerardelectric.com



Please consider the environment before printing this e-mail...

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Criminal Penalty Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE STANDARD CRIMINAL PENALTY IN
CHAPTER 1.14 OF THE NORTH LIBERTY CODE OF ORDINANCES**

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 1.14 of the North Liberty Code of Ordinances is amended to read as follows:

1.14 STANDARD CITY CRIMINAL PENALTY.

Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section or chapter, any person failing to perform a duty required by this Code of Ordinances or violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction of a simple misdemeanor, be subject to a fine of at least ~~sixty-one hundred~~ five dollars (\$~~610~~5.00) but not to exceed ~~six-eight~~ hundred ~~twenty-fifty~~-five dollars (\$~~628~~55.00).

SECTION 2. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

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

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

First reading on _____, 2021.

Second reading on _____, 2021.

Third and final reading on _____, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the *North Liberty Leader* on the ____ day of _____, 2021.

TRACEY MULCAHEY, CITY CLERK

ORDINANCE NO. 2021-17

AN ORDINANCE AMENDING THE STANDARD CRIMINAL PENALTY IN CHAPTER 1.14 OF THE NORTH LIBERTY CODE OF ORDINANCES

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 1.14 of the North Liberty Code of Ordinances is amended to read as follows:

1.14 STANDARD CITY CRIMINAL PENALTY.

Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section or chapter, any person failing to perform a duty required by this Code of Ordinances or violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction of a simple misdemeanor, be subject to a fine of at least one hundred five dollars (\$105.00) but not to exceed eight hundred fifty-five dollars (\$855.00).

SECTION 2. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

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

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

First reading on October 12, 2021.

Second reading on _____, 2021.

Third and final reading on _____, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-17 in the North Liberty *Leader* on the ____ day of _____, 2021.

TRACEY MULCAHEY, CITY CLERK



Additional Information

North Liberty Library Board of Trustees Meeting
Virtual Meeting

DATE: September 20, 2021 6:30 P.M.

PRESENT: Jessica Beck, Scott Clemons, Mike Healy, Laura Hefley, Chris Mangrich, Heidi Wood, Library Director Jennie Garner

ABSENT:

Call to Order

- 1) Additions/Changes to the Agenda
 - a) None
- 2) Public Comment
 - a) None
- 3) Approval of the Minutes
 - a) August meeting minutes motion to approve by H. Wood; second L. Hefley; approved by voice vote
- 4) Reports
 - a) Budget
 - i) Expenditure report for last year. Sitting well.
 - ii) Operational staffing part-time less hours due to depressed demand
 - b) Friends
 - i) Met 9/8
 - c) Director
 - i) Library fully staffed
 - (1) Revised model to assist high school students filling open positions
 - ii) Greeted League of Cities cyclists
 - iii) Running for VP/P elect of The Association for Rural & Small Libraries and Executive Board seat for Iowa Library Association
 - d) Staff Reports – Questions
 - i) Showing recovery of circulation numbers
 - ii) Digital magazines shifted to Overdrive
 - iii) Kanopy to be purchased by Overdrive
- 5) Policy Review – Collection Development
 - a) Motion to approve by H. Wood; second L. Hefley; approved by voice vote
- 6) Library Director's Presentation
 - a) Will be presenting on equity and inclusion in policies for Association for Rural & Small Libraries
 - i) Co-presenters E. O'Sheridan-Tabor and K. Forkenbrock
 - ii) Set committee internally to review all policies for inclusive, welcoming, and inviting language
 - iii) Trustees invited to participate
 - b) Beyond the Messy Reality of 2020: Why Libraries Thrive in Uncertain Times

- i) Given at 2021 Rural Libraries Summit - American Library Association
 - ii) Libraries becoming more involved in social services work
 - iii) Librarians susceptible to and experiencing secondary trauma during COVID-19 pandemic
 - iv) Reinventions of services may have been grander, but reinvention not unusual as libraries have always continued to evolve
 - v) Libraries were utilized to address needs during 1918 influenza pandemic
 - vi) Many COVID-19 pandemic inspired services will remain in place
 - vii) Still connection, just different
- 7) Old Business
- a) None
- 8) New Business
- a) None

Adjourn

Motion to adjourn by M. Healy; second L. Hefley

NEXT MEETING DATE: October 18, 2021

Meeting minutes recorded by S. Clemons



GuideLink Center™

Data Report
September 2021

GUIDELINK CENTER COMPREHENSIVE REPORT (02/15/21-09/30/21)

GuideLink Center has had a total of 555 encounters.

441 were admitted into a program

- 231 for Crisis Stabilization
- 134 for Medically Monitored Detox
- 76 for Sobering

114 were encounters with GuideLink Center Staff. These encounters include Crisis Counseling, safety planning, providing resources and referrals.

- 134 Health Care Providers
- 111 Law Enforcement
- 94 Mobile Crisis Outreach
- 9 Community service programs
- 3 County jail
 - 1 Johnson County
 - 2 Dubuque County

203 Walk Ins

1 Immediate Custody Order (ICO)

SEPTEMBER: COMMUNITY CRISIS SERVICES AT GUIDELINK CENTER

Triage Counselors completed screenings on a total of 64 people in the month of September.

- **2,741 minutes** of direct face-to-face Crisis Counseling
 - The average screening time with a Triage Counselor was **41 minutes.**
 - Busiest times: 4-8p (30%), 12-4p (25%), and 8p-12a (17%)
 - Busiest days: Tuesdays (23%), Fridays (19%), and Mon/Weds (17%)
 - Residence: Iowa City (48), Coralville (4), Cedar Rapids (4)
Other cities (1 each): Burlington, Davenport, Des Moines, Guttenberg, Mediapolis, Vinton, ----
Wayland, and the state of Montana.
-

SEPTEMBER COMPREHENSIVE REPORT

GuideLink Center has had a total of 100 encounters

- 79 were admitted into a program
 - 39 Crisis Stabilization
 - 32 Detox
 - 8 Sobering
 - 21 were encounters with GuideLink Center Staff.
These encounters include Crisis Counseling, safety planning, providing resources and referrals.
 - 30 Health Care Providers
 - 13 Law Enforcement
 - 5 Mobile Crisis
 - 3 Foundation 2 MCO
 - 1 Hillcrest MCO
 - 48 Walk Ins
-

SEPTEMBER CRISIS STABILIZATION DATA

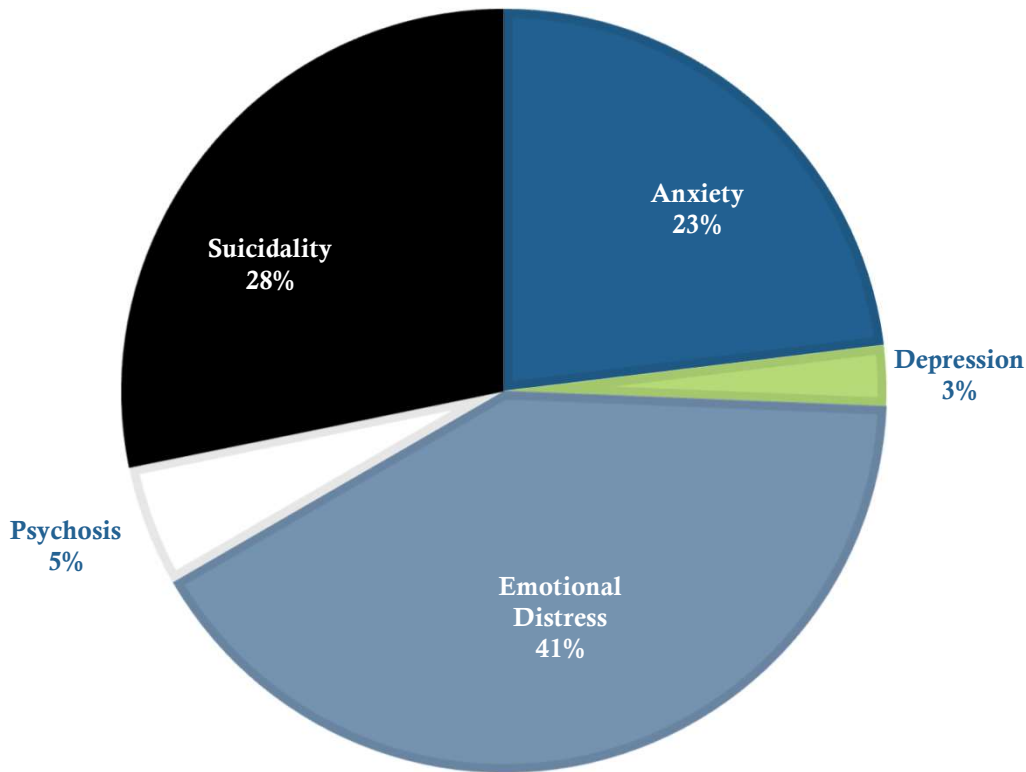
Crisis Stabilization had a total of 39 admits in the month of September.

36 referrals from outside services

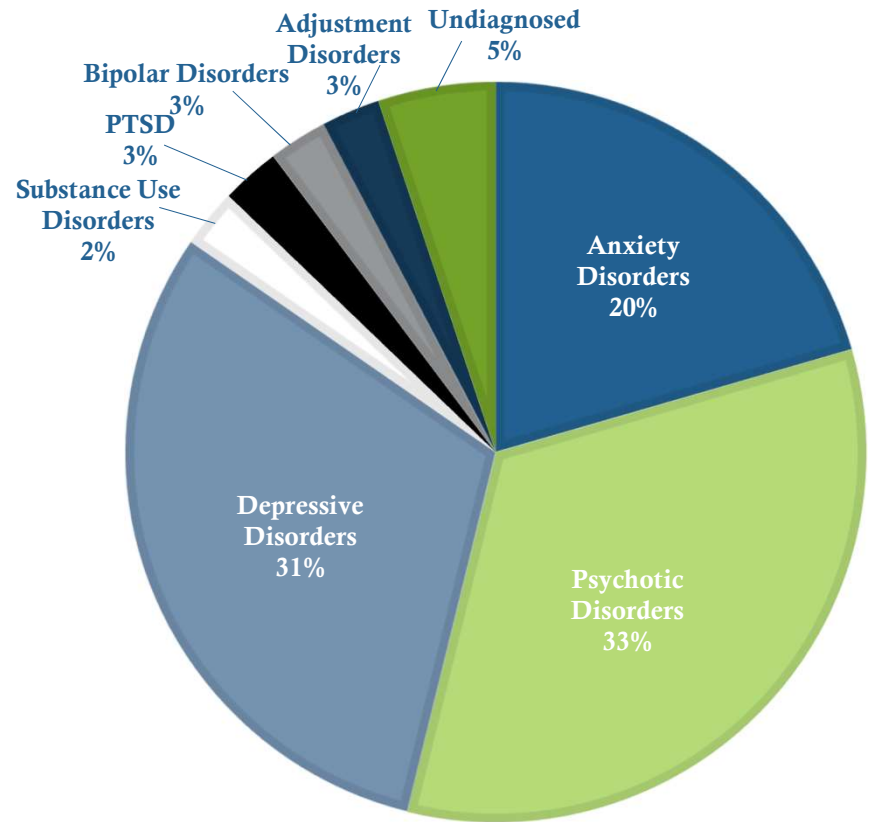
- 6 health care providers
 - 3 UIHC
 - 1 Mercy- Iowa City
 - 2 Law Enforcement
 - 5 Mobile Crisis Outreach
 - 2 Foundation 2 MCO
 - 1 Hillcrest MCO
 - 16 Walk Ins
 - 3 internal transfers
 - 3 from Detox
 - 2 clients returned in the month of September
-

SEPTEMBER CRISIS STABILIZATION DATA

Presenting Complaints



QMHP Diagnosis



SEPTEMBER CRISIS STABILIZATION DATA

Comorbid Medical Conditions

67% of individuals presenting to Crisis Stabilization had one or more of the following medical conditions

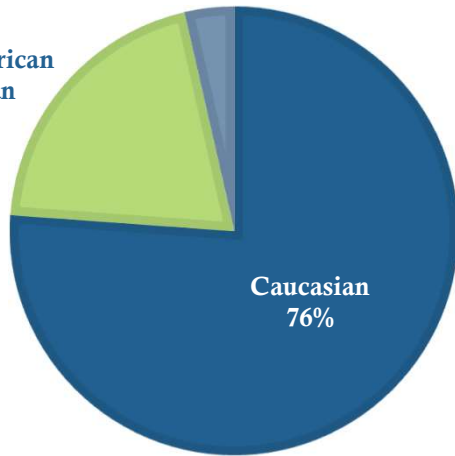
- Hx of Lung Conditions
 - Asthma
 - Blood Pressure Concerns
 - Pancreatitis
 - Ulcers
 - Crohn's Disease
 - Hx of Heart Attacks
 - Hx of surgery
 - Traumatic Brain Injury
 - Pregnancy
 - Diabetes
 - Hx of stroke
 - Hx of neck injuries
 - Epilepsy
 - Circulation concerns in legs
 - Neuropathy
 - Hx of major accident
 - Hx of blood clots
 - Hx of open-heart surgery
 - COPD
 - Thyroid condition
 - Diagnosis of cancer
 - Hx of heart failure
 - Anemia
-

SEPTEMBER CRISIS STABILIZATION DATA

RACE/ETHNICITY

Native American
4%

Black or African
American
20%

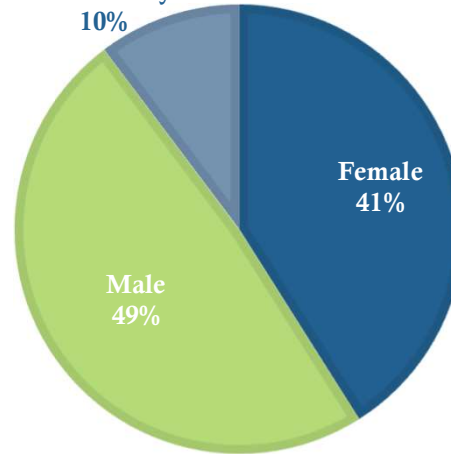


GENDER IDENTITY

Non-Binary
10%

Female
41%

Male
49%



AGE

55-64
8%

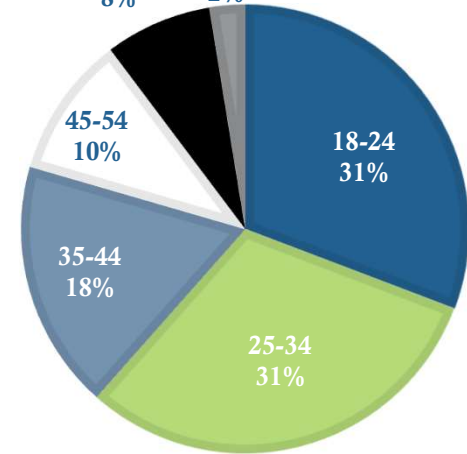
65+
2%

18-24
31%

25-34
31%

35-44
18%

45-54
10%



Counties

25 Johnson

6 Linn

2 Iowa

2 Des Moines

1 Clayton

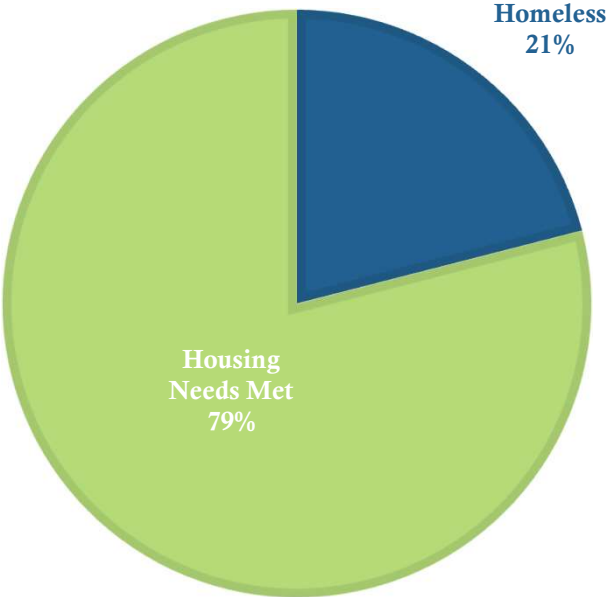
1 Henry

1 Polk

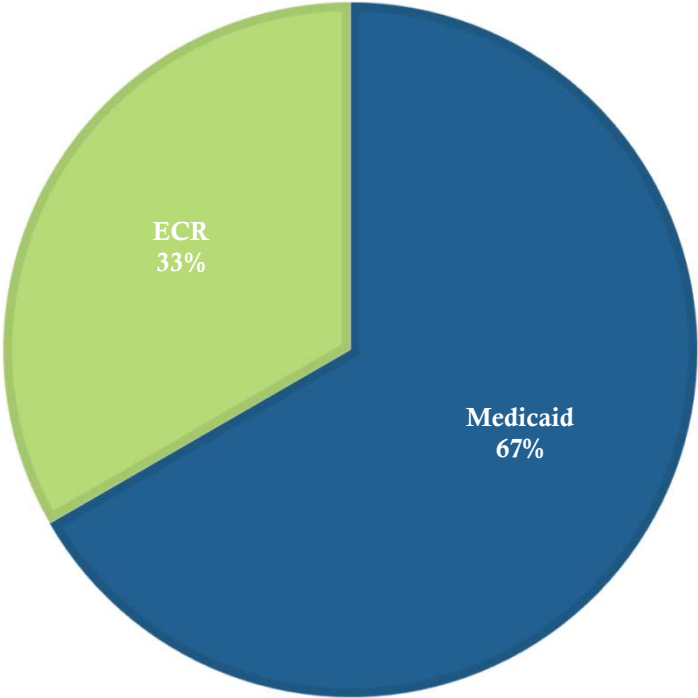
1 Scott

SEPTEMBER CRISIS STABILIZATION DATA

LIVING STATUS



PAYOR



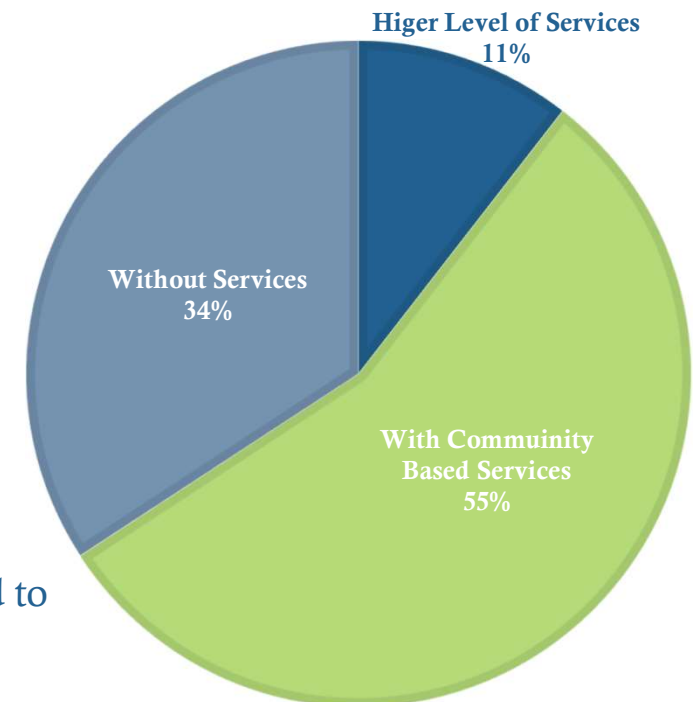
SEPTEMBER CRISIS STABILIZATION DATA

Every individual is connected to a Care Coordinator as well as a variety of resources such as:

- Abbe Mental Health Center
- Domestic Violence Intervention Program
- Shelter House
- Medical services and supports
- Peer support services
- Subacute Services
- Catholic Worker House
- Substance Abuse Treatment
- Successful Living
- Community support services

Those who left without services, did not participate in programming, refused to talk about referrals and resources or left shortly after completing admission.

DISCHARGES



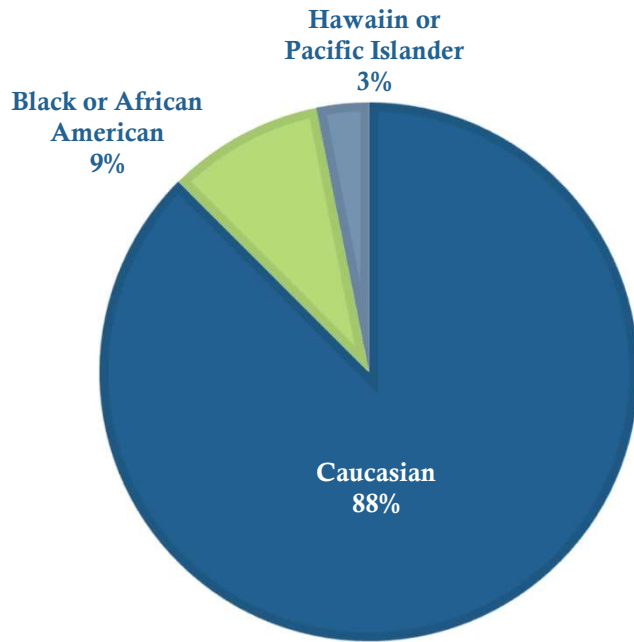
SEPTEMBER MEDICALLY MONITORED WITHDRAWAL (DETOX)

Detox had a total of 32 admits in the month of September.

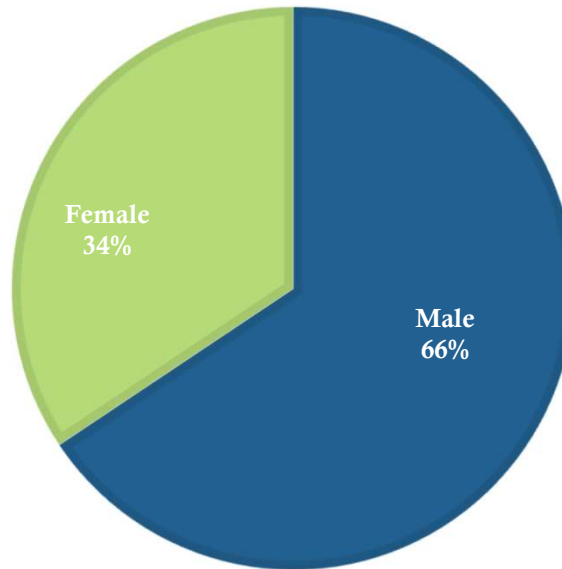
- 2 Health Care Providers
 - 3 St. Luke's Hospital- UnityPoint Health
 - 2 Mercy Hospital- Cedar Rapids
 - 6 Mercy Hospital- Iowa City
 - 3 Law Enforcement
 - 16 Walk Ins
 - 4 internal transfers
 - 1 from Sobering
 - 3 to Crisis Stabilization
-

SEPTEMBER MEDICALLY MONITORED WITHDRAWAL (DETOX)

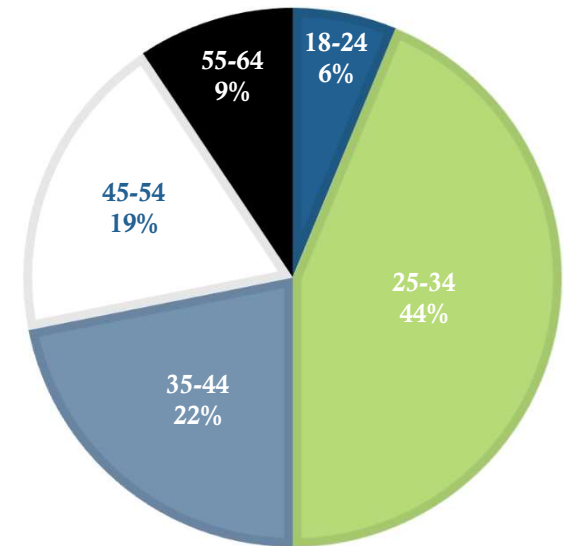
RACE/ETHNICITY



GENDER IDENTITY

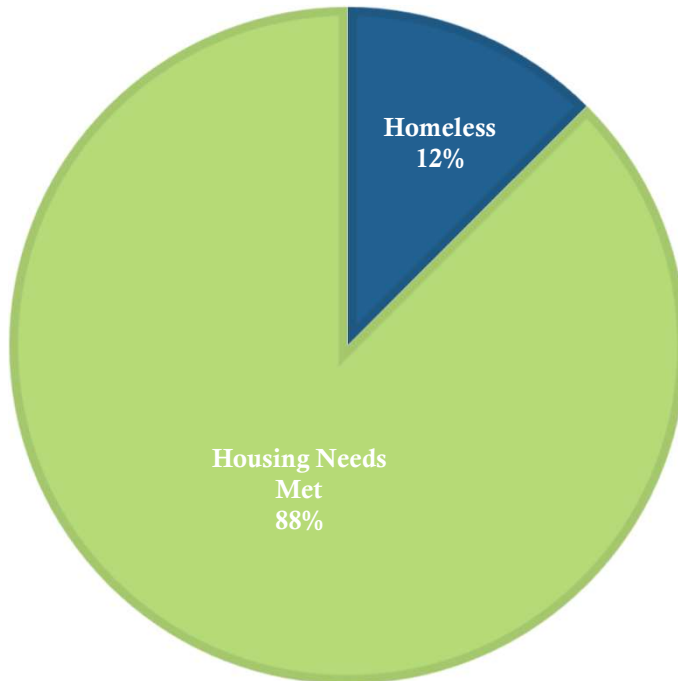


AGE



SEPTEMBER MEDICALLY MONITORED WITHDRAWAL (DETOX)

LIVING STATUS



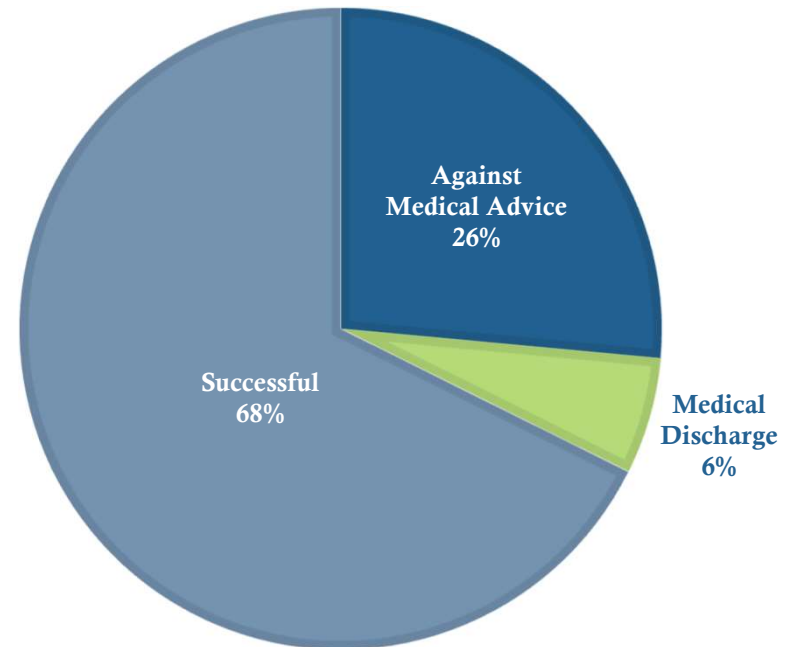
Counties



SEPTEMBER MEDICALLY MONITORED WITHDRAWAL (DETOX)

- **22%** of individuals that completed the detox program were transferred to the **Prelude Behavioral Residential Program**.
- **19%** of individuals planned to attend a Residential Program after completing detox.
- **28%** of individuals stated they would attend some type of support program after discharging from detox.
- **31%** of individuals either did not state a plan or did not plan to seek help after completing detox.

DISCHARGES



SEPTEMBER SOBERING DATA

Sobering had a total of 8 admits in the month of September.

- 1 Health Care Providers
 - 4 Law Enforcement
 - 3 Walk Ins
 - 1 internal transfers
 - Signs and Symptoms upon intake include slurred speech, drowsiness, unsteady gait
 - Average Preliminary Breathalyzer Test (PBT) is .189
 - Highest PBT upon intake was .433
 - Lowest PBT upon intake was .02
-

SEPTEMBER SOBERING DATA

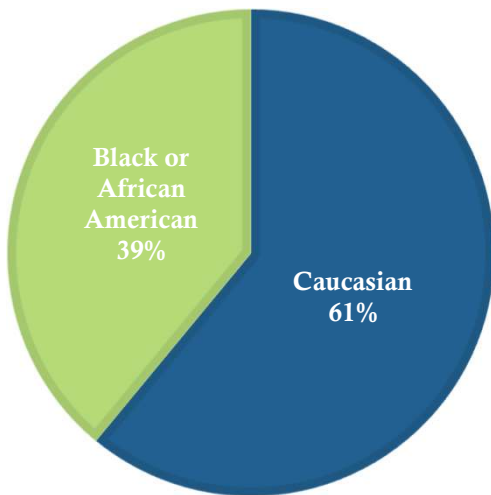
Comorbid Medical & Mental Health Conditions

33% of individuals presenting to Sobering had one or more of the following medical conditions

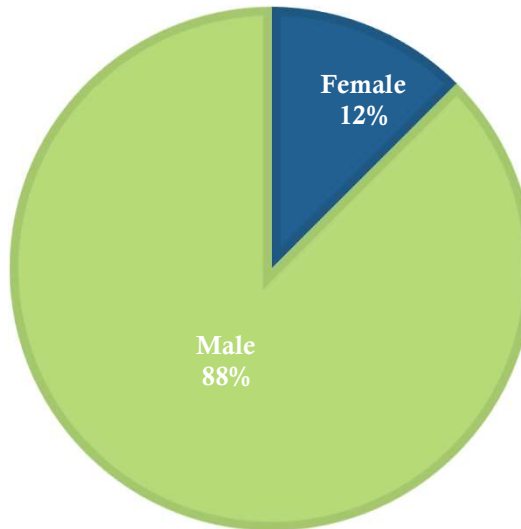
- History of seizures
 - Asthma
 - Depression
-

SEPTEMBER SOBERING DATA

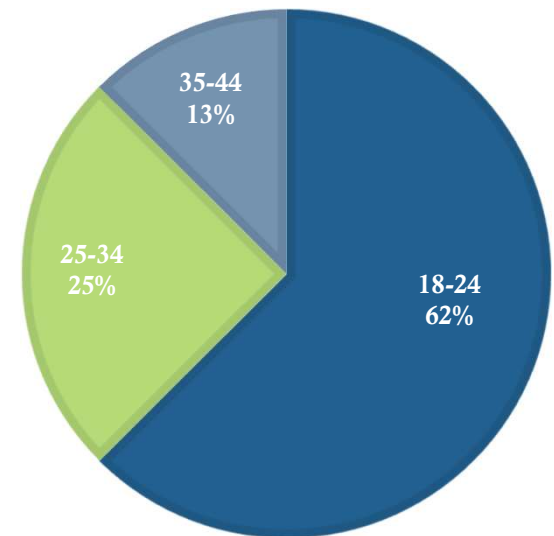
RACE/ETHNICITY



GENDER IDENTITY

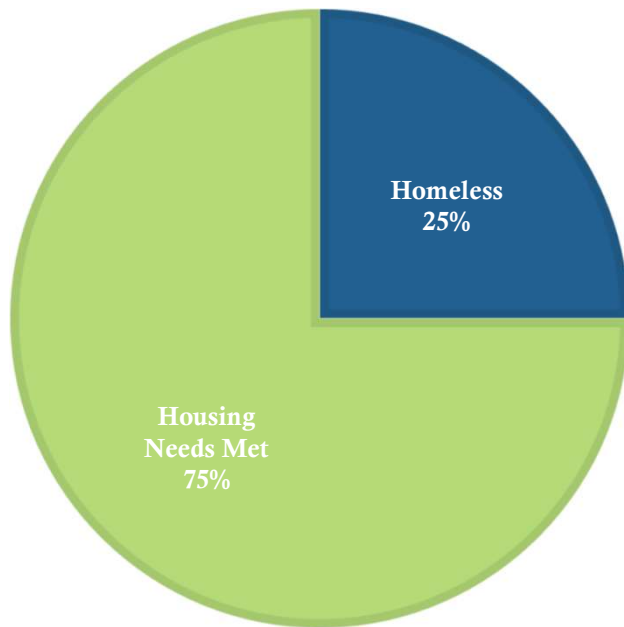


AGE



SEPTEMBER SOBERING DATA

LIVING STATUS



Counties

5 Johnson

1 Story

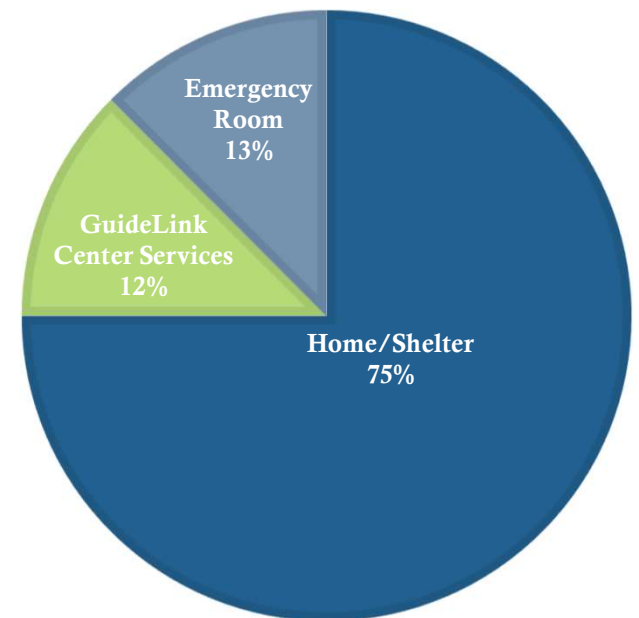
1 Washington

1 Did not
disclose

SEPTEMBER SOBERING DATA

- The average Preliminary Breathalyzer Test (PBT) results upon discharge were .140
- Individuals stayed in Sobering an average of 4.56 hours
- Interventions done in other units that assisted in diverting away from the Emergency Room include:
 - Evaluated, de-escalated and stabilized client in psychosis
- There were 22 Paramedic/EMT Assessment performed **in Sobering**.
- There were 11 Paramedic/EMT Assessment performed in other units
 - 7 in Crisis Stabilization
 - 4 in Detox

DISCHARGES



SEPTEMBER LAW ENFORCEMENT DATA

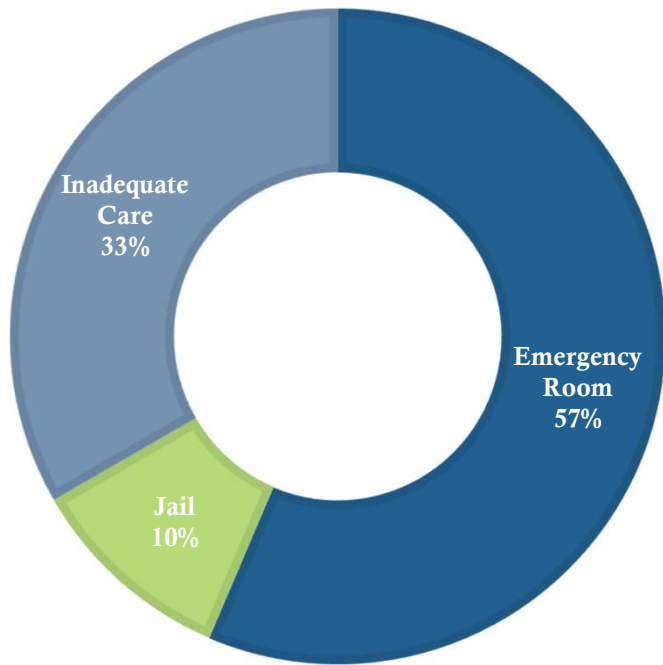
Law Enforcement transported 17 individuals to be screened for GuideLink Center services.

- Of those 17 individuals, 9 were admitted into services.
 - 4 were not placed into GuideLink Center services due to needing higher level of care or not having an acute mental health crisis. However, all individuals worked with Triage Counselor to safety plan, receive resources and find a safe alternative.
 - 4 individuals did not commit to services at GuideLink Center but worked with Triage Counselor to safety plan and ensure safety prior to leaving.
- 12 ICPD
 - 3 not admitted
 - 4 denied GuideLink Center services
 - 2 Crisis Stabilization Unit
 - 2 Medical Detox Unit
- 2 UIPD
 - 5 Sobering Unit
- 3 CPD
 - 1 not admitted

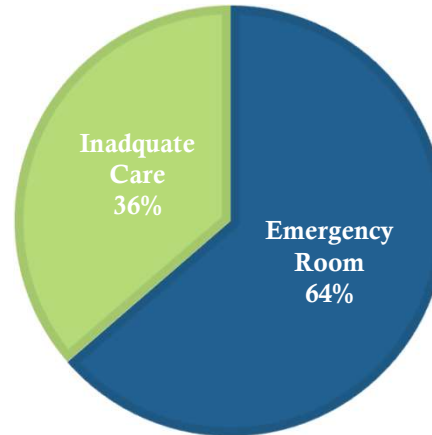
An officer waited on average 7 minutes

SEPTEMBER DIVERSION DATA

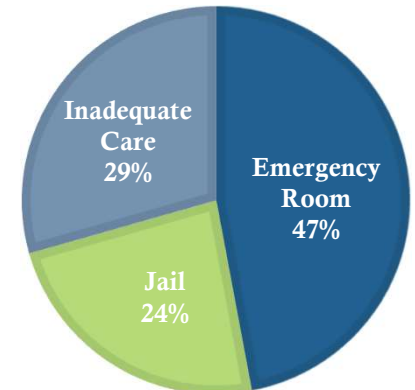
DIVERSION



CLIENT REPORT



LAW ENFORCEMENT REPORT



SEPTEMBER CLIENT SURVEY DATA

Treatment Relevancy to Concerns

91% felt treatment was relevant to their concerns

5% felt that treatment was not relevant to their concerns

4% were neutral on the topic

Satisfaction with Treatment

91% were satisfied with their treatment at GuideLink Center.

5% were not satisfied with their treatment at GuideLink Center

4% were neutral on the topic

Felt Welcomed & Heard

100% felt welcomed and listened to

Felt Informed About Care Plan

100% felt informed about their care plan

Felt Involved with Discharge Planning

95% felt involved and had a say in their discharge planning.

5% felt that they did not have a say and weren't involved in discharge planning

Likely to Recommend GuideLink Center

100% were likely to recommend GuideLink Center to a friend or family.

22 surveys completed



To North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date October 21st, 2021
Re Fire Department Report to Council – October 2021

I'd like to use this month's report to summarize the department's training program. As you can imagine, creating and facilitating a program for the department's multiple audiences (full time, part time, paid per call and probationary) that includes all disciplines (fire, EMS, hazmat, rescue, leadership and orientation) can be difficult and a bit overwhelming. That said, we are doing our best to meet the challenge.

Department Monthly Training: Each month our instructors prepare a training session for the entire department. This might come in the form of a lecture, large group session or small group session. All monthly department training is mandatory and the class is offered twice each month. If unable to attend either of the offerings, a member has up to 90 days to make up the training. We concentrate heavily on the basics to ensure a solid foundational skill set.

EMS Training: The department uses the online platform Target Solutions to assign a monthly EMS training course. These courses usually take two hours to complete. Each member has the ability to engage with this training at their convenience, either at the firehouse or at home. In addition to this training, the Johnson County Ambulance Service provides a quarterly hands-on training session on a topic that is presented to all county first responder agencies.

Probationary Training: When new department members start, they meet for 24 sessions, 3 hours per session. This training is held every Sunday evening for the first seven months of their fire service career. The goal is to prepare them to pass their Firefighter 1 certification exam. Probationary personnel are also expected to attend monthly department training in parallel to the probationary training program.

Leadership Training: The department hosts a leadership training session each month. This training is entitled Firehouse Coffee and takes place on a Sunday morning. Attendance is voluntary and the topic is contemporary depending on the department's needs. Having an opportunity for all to discuss issues over a cup of coffee has been very positive for our culture and keeps those who attend informed of department issues.

Training Team: Captain Humston exercises the lion's share of the training program. Tina has a group of instructors that she utilizes to assist her with preparation and delivery. She has been doing great work and initial data suggests a vast improvement from the past. From January through October of this year, the department has logged over 3,000 hours of training. This is up from 1,980 during the same time as last year. Some additional statistics include over 21,750 feet of hose deployed during training. This equates to 4.1 miles or hose stretched from the firehouse to the Mid-River Marina. Aside from the benefit of her training oversight, Capt. Humston has responded to 379 calls during 2021. Having her available to respond to emergency calls during the weekday is tremendously impactful.

Needs: The departments greatest need related to training are props and a location to train. We currently utilize a blacktop parking area at the public works campus. Because we routinely lose and gain paid per call members, we are in need of props and a facility to practice the basics to include hose deployment/advancing, searching, ventilation, standpipe/sprinkler operations, etc. This will be an ongoing initiative in the years to come.

B



North Liberty Fire Department 2021 Monthly/YTD Response Report

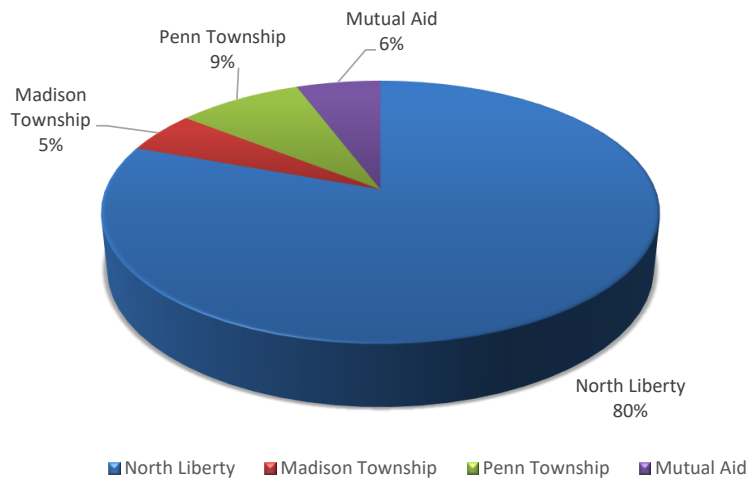
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	99	88	101	101	112	110	105	129	120				965	80.55%
Madison Township	4	11	3	7	4	9	9	6	8				61	5.09%
Penn Township	8	9	5	9	10	15	16	17	14				103	8.60%
Mutual Aid	4	7	5	6	11	13	9	7	7				69	5.76%
Total Responses	115	115	114	123	137	147	139	159	149				1198	

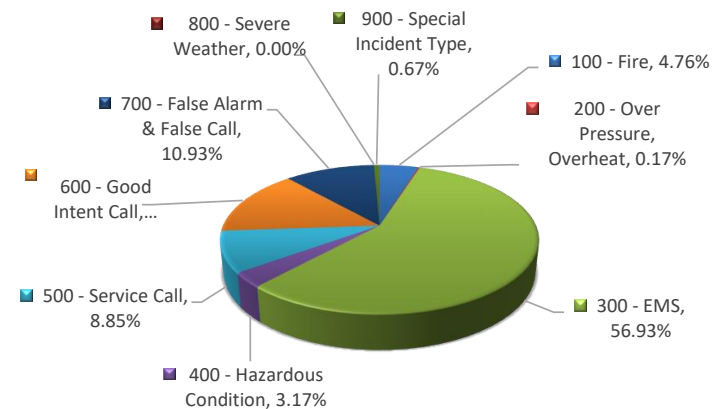
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	1	6	6	7	7	10	9	8	3				57	4.76%
200 - Over Pressure, Overheat				1	1								2	0.17%
300 - EMS													682	56.93%
400 - Hazardous Condition	2	2	3	4	4	10	3	7	3				38	3.17%
500 - Service Call	16	10	8	9	11	10	9	17	16				106	8.85%
600 - Good Intent Call	10	22	14	17	22	22	25	24	18				174	14.52%
700 - False Alarm & False Call	15	19	10	10	16	17	17	19	8				131	10.93%
800 - Severe Weather														
900 - Special Incident Type	1		1		2		3	1					8	0.67%
Total Responses	115	115	114	123	137	147	139	159	149				1198	

2021 District Responses YTD
(Rounded Percentage)



2021 Type of Incidents YTD
(Percentage)





North Liberty Fire Department 2021 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	Percent To Date
Total Responses for Month	115	115	114	123	137	147	139	159	149	0	0	0	1198		
Average Responders per Incident	5.1	5.3	5.8	6.6	5.5	5.5	5.2	4.3	4.7				5.3		
# Incidents with 2 or less Responders	13	15	10	6	15	16	16	27	26				144		
% Incidents with 2 or less Responders	11.3%	13.0%	8.8%	4.9%	10.9%	10.9%	11.5%	17.0%	17.4%				12.0%		
# Incidents with No NLFD Response	0	0	0	0	0	0	1	1	0						
# Incidents Cancelled Enroute or Prior to Arrival	7	17	10	14	14	17	20	18	13				130	10.85%	
# Incidents Cancelled by JCAS	2	2	3	1	3	2	5	6	2				26	20.00%	
# Incidents Cancelled by JECC	0	3	4	2	2	9	6	5	6				37	28.46%	
# Incidents Cancelled by Law Enforcement	3	8	0	8	3	4	6	4	3				39	30.00%	
# Incidents Cancelled by Fire Department	2	4	3	3	6	2	3	3	2				28	21.54%	

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	Year To Date	Percent To Date
Total Emergent (Lights & Sirens) Responses for Month	67	68	67	71	74	87	86	91	93						
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	12	12	21	13	15	16	19	19	19						
# of Incidents with Turnout Time 2 Minutes or Less - PT	7	9	10	9	9	14	13	21	26						
# of Incidents with Turnout Time 2 Minutes or Less - Total	19	21	31	22	24	30	32	40	45						
% Incidents with Turnout Time 2 Minutes or Less	28.4%	30.9%	46.3%	31.0%	32.4%	34.5%	37.2%	44.0%	48.4%						
90th Percentile Turnout Time - (Minutes) Part-Time	3:46	3:07	2:30	2:07	2:28	2:24	2:18	2:22	2:37				2:32		
90th Percentile Turnout Time - (Minutes) Paid Per Call	9:09	6:37	3:30	4:30	7:31	8:01	9:32	4:45	7:14				7:46		

**(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	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1	3	1	2	2	4	1	3	2				19	1.59%	
Auto Aid - Iowa City (52003)				1	2		1	1	1				6	0.50%	
Auto Aid - Solon (52008)	2	1	1		3	1	1		1				10	0.83%	
Auto Aid - Swisher (52009)	1	3	2	3	3	7	4	3	2				28	2.34%	
Auto Aid - Tiffin (52010)							2		1				3	0.25%	
Mutual Aid - Other Fire Departments			1		1	1							3	0.25%	
Total Responses	4	7	5	6	11	13	9	7	7	0	0	0	69	5.76%	

North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1	1	3	3	5	5	6	3	2				29	2.42%	
Auto Aid - Iowa City (52003)				1			1	1					3	0.25%	
Auto Aid - Solon (52008)	1	1	3	3	5	3	2	3					21	1.75%	
Auto Aid - Swisher (52009)	2	6	1	4	1	5	3		1				23	1.92%	
Auto Aid - Tiffin (52010)					1		2		1				4	0.33%	
Mutual Aid - Other Fire Departments													0	0.00%	
Total Responses	4	8	7	11	12	13	14	7	4	0	0	0	80	6.68%	