



**North Liberty City Council  
Regular Session  
August 22, 2023**



# **City Administrator Memo**



To **Mayor and City Council**  
 From **Ryan Heiar, City Administrator**  
 Date **August 18, 2023**  
 Re **City Council Agenda August 22, 2023**

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### Consent Agenda

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

- City Council Minutes (08/22/23)
- Claims
- Pay Application #1, Penn Meadows Park North Parking Lot Project, \$115,633.19
- Pay Application #2, Ranshaw Way Paved Shoulders Project, \$73,435.71
- Change Order #1, Ranshaw Way Paved Shoulders Project, (\$3,430.77)
- Project Completion and Acceptance, Ranshaw Way Paved Shoulders Project
- Pay Application #27, Ranshaw Way Phase 5 Improvements, \$12,845.75

### Meetings & Events

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

Monday, Sept 4 City Offices closed  
– Labor Day Holiday

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

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

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

### Steindler Medical Park

To move forward with the development of the Steindler Medical Park facilities, the City requires a Developer’s Agreement with the Developer, Physician’s Building Group LLC. The Developer’s Agreement governs the installation of public improvements and connections to utilities and the payment of associated fees. Staff recommends approval.

### Assessment Resolution

Staff is asking the City Council to approve a resolution assessing the costs of lawn mowing services in the amounts of \$208.00 and \$284.05 to the properties located at 735 Black Bear Bend and Liberty’s Gate, Part 1 respectively.



# **Agenda**



**CITY COUNCIL**

August 22, 2023

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. Consent Agenda
  - A. City Council Minutes, Regular Session, August 8, 2023
  - B. Penn Meadows Park North Parking Lot Project, Pay Application Number 1, Midwest Concrete, Inc., \$115,633.19
  - C. Ranshaw Way Paved Shoulders Project, Pay Application Number 2, LL Pelling Co., Inc., \$73,435.71
  - D. Ranshaw Way Paved Shoulders Project, Change Order Number 1, LL Pelling Co., Inc., (\$3,430.77)
  - E. Ranshaw Way Paved Shoulders Project Completion and Acceptance
  - F. Ranshaw Way Phase 5 Improvements, Pay Application Number 27, Peterson Contractors, Inc., \$12,845.75
  - G. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
9. Council Reports
10. Steindler Medical Park
  - A. Resolution Number 2023-97, A Resolution approving the Developer's Agreement for Steindler Medical Park Subdivision, North Liberty, Iowa
11. Assessment Resolution
  - A. Resolution Number 2023-98, A Resolution assessing amounts owed to the City of North Liberty, Iowa to individual property taxes

12. Old Business

13. New Business

14. Adjournment



# **Consent Agenda**



**City Council**  
August 8, 2023  
Regular Session

**Call to order**

Mayor Hoffman called the August 8, 2023, Regular Session of the North Liberty City Council to order at 6:30 p.m. in the Council Chambers, 1 Quail Creek Circle. Councilors present: Ashley Bermel, RaQuishia Harrington, Erek Sittig, and Brian Wayson; absent: Brent Smith.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Josiah Bilskemper, Angela McConville, and other interested parties.

**Approval of the Agenda**

Harrington moved; Sittig seconded to approve the agenda with removal of item number 13, West Side Fire Station Project. The vote was all ayes. Agenda approved.

**Consent Agenda**

Harrington moved, Wayson seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, July 25, 2023; City Hall Project, City Construction, Change Order Number 1, \$6,898.00; City Hall Project, City Construction, Pay Application Number 6, \$970,631.04; Ranshaw Way Paved Shoulders Project, L.L. Pelling Co., Inc., \$155,368.82; Liquor License Application, El Patron Mexican Restaurant; and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

**Public Comment**

No public comment was offered.

**City Engineer Report**

City Engineer Bilskemper reported that interior work continues on the City Hall Project. The second floor is finishing up. The contractor will start cleaning up the site for preparation of construction of the plaza. Storm sewer work is completed for the Penn Meadows Parking Lot Project. The street is repaved and reopened. In the next few weeks, the old north lot will close. The south lots will remain available. Shive-Hattery is ready to submit the 50% submittal to staff in the next few weeks for the Fox Run Pond/Trail Improvements Project. Council discussed the report with Bilskemper.

**City Administrator Report**

City Administrator Heiar reported on groundbreaking and grand openings. The I80/I380 opening ceremony is August 25 at 10 a.m. Tomorrow morning is the check presentation for \$50,000 from Hills Bank for Centennial Center/Next Stage Project. Team continues to work on fundraising. The Iowa League of Cities conference is in Cedar Rapids September 20 – 22.



### **Mayor Report**

Mayor Hoffman reported on the MPOJC meeting on July 12, the Joint Entities meeting at Poor Farm, and his attendance at Drag Storytime at Library. Last week, he attended Palestra groundbreaking. On Friday, he attended Deja Day at Iowa Children's Museum celebrating Deja Taylor. Next Thursday night is North Liberty night at the Kernels game.

### **Council Reports**

Councilor Bermel reported on the Barbie movie fundraising event that raised \$3,000. She hopes to inspire others to come up with creative ways to raise money for the project. She had neighbors attend the Kinetic Circus and they offered great feedback. She provided thanks to all who are working to get Field Day up and running.

### **Bus Rapid Transit**

Heiar presented the transit report. Angela McConville spoke regarding the Johnson County Employment Transportation Summit next Tuesday with Employers/Elected Officials from 9 – 11 a.m. The meeting is open to all of Johnson County. Council discussed the transit report with McConville.

Mayor Hoffman presented a summary of what the expectation of the next agenda item might be. The MPOJC board has proposed contributing up to 100K toward the study. Council discussed the RFP. Wayson moved for the City to participate in funding the study at 25K, conditioned on CRANDIC participation and/or approval, Sittig seconded. After discussion, the vote was three ayes and one nay. Motion carried.

### **Aldi – Release of Restrictive Covenant**

Lientz presented information on the agenda item. Sittig moved, Harrington seconded to approve Resolution Number 2023-90, A Resolution releasing a Restrictive Covenant governing direct access from certain property to Highway 965. The vote was: ayes – Harrington, Wayson, Bermel, Sittig; nays – none. Motion carried.

### **Enhance Iowa Community Attraction and Tourism Grant**

Harrington moved, Bermel seconded to approve Resolution Number 2023-91, A Resolution authorizing and directing the City Administrator to sign, execute and submit application and associated documents for the Enhance Iowa – Community Attraction and Tourism Program. After discussion, the vote was: ayes – Wayson, Bermel, Harrington, Sittig; nays – none. Motion carried.

### **Transfer Resolution**

Sittig moved, Harrington seconded to approve Resolution Number 2023-93, A Resolution approving an additional transfer for the Fiscal Year ending June 30, 2024. The vote was: ayes – Bermel, Sittig, Wayson, Harrington; nays – none. Motion carried.

### **Setoff Memorandum of Understanding**

Harrington moved, Bermel seconded to approve Resolution Number 2023-94, A Resolution approving the Memorandum of Understanding between the Iowa Department of Revenue and

the City of North Liberty, Iowa for participation in the Income Offset Program. After discussion, the vote was: ayes – Wayson, Sittig, Bermel, Harrington; nays – none. Motion carried.

### **Iowa DOT Agreement**

Harrington moved, Sittig seconded to approve Resolution Number 2023-95, A Resolution approving the Right of Way Agreement between the City of North Liberty and the Iowa Department of Transportation for the reconstruction of the interchange of West Penn Street and Interstate 380. The vote was: ayes- Sittig, Wayson, Harrington, Bermel; nays – none. Motion carried.

### **Building and Fire Code Ordinances**

Wayson moved, Bermel seconded to approve the third consideration and adoption of Ordinance Number 2023-20, An Ordinance amending Chapter 157 of the North Liberty Code of Ordinances, adopting the 2021 International Building Code and modifying qualifying criteria for Board of Appeals. The vote was: ayes – Wayson, Sittig, Bermel, Harrington; nays – none. Motion carried.

Harrington moved, Sittig seconded to approve the third consideration and adoption of Ordinance Number 2023-13, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa, adopting the 2021 International Fire Code, as revised, and expanding the scope of the City's Board of Appeals to include oversight of Fire Code interpretation. The vote was: ayes – Bermel, Wayson, Harrington, Sittig; nays -none. Motion carried.

### **Off-Road Utility Vehicle (UTV) Ordinance**

Wayson moved, Harrington seconded to approve the third consideration and adoption of Ordinance Number 2023-21, An Ordinance amending Chapter 75 of the North Liberty Code of Ordinances Governing the Use of Off-Road Utility Vehicles (UTV'S). After discussion, the vote was: ayes – Harrington, Wayson, Bermel, Sittig; nays – none. Motion carried.

### **Old Business**

Heiar reported that Dubuque Street is still one lane until the asphalt cools. He sent an email a letter from CRANDIC. Councilor Bermel thanked Mr. Finn for his submittal to the Council packet. Mayor Hoffman acknowledged Kelly Hayworth's 35 years of service with the City of Coralville.

### **New Business**

Councilor Sittig recommends all attend the Iowa League of Cities.

### **Adjournment**

Harrington moved; Bermel seconded to adjourn at 7:08 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_  
Chris Hoffman, Mayor

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



# MIDWEST CONCRETE INC.

9835 Midwest Lane Peosta, IA 52068 Ph: (563) 845-0947 Fax: (563) 583-1007 Email: office@midwest-concrete.net

Payment Application #1

Date: 7/31/2023

	Qty	Unit	Price	Quantity this Estimate	Quantity to Date	Original Amount	Total Amount Due	Previous Amount	Amt this Estimate
1 CLEARING AND GRUBBING	117.5	UNIT	\$ 39.02	117.5	117.5	\$4,584.85	4,584.85	\$ -	4,584.85
2 TOPSOIL, ON-SITE	2142	CY	\$ 11.59	0	0	\$24,825.78	-	\$ -	-
3 EXCAVATION, CLASS 10	6787	CY	\$ 12.75	0	0	\$86,534.25	-	\$ -	-
4 SUBGRADE PREPARATION	7716	SY	\$ 2.00	0	0	\$15,432.00	-	\$ -	-
5 SUBBASE, MODIFIED, 6"	988	CY	\$ 44.89	120	120	\$44,351.32	5,386.80	\$ -	5,386.80
6 STORM SEWER, TRENCHED, RCP 2000D (CLASS III), 15	40	LF	\$ 150.00	0	0	\$6,000.00	-	\$ -	-
7 STORM SEWER, TRENCHED, RCP 2000D (CLASS III), 18	33	LF	\$ 164.14	0	0	\$5,416.62	-	\$ -	-
8 REMOVAL OF STORM SEWER, RCP, 18	31	LF	\$ 47.67	0	0	\$1,477.77	-	\$ -	-
9 PIPE CULVERT, TRENCHED, PVC W/MITERED END SECTIO	564	LF	\$ 92.61	0	0	\$52,232.04	-	\$ -	-
10 SUBDRAIN, LONGITUDINAL, TYPE 1 (6 / 8)	703	LF	\$ 12.43	0	0	\$8,738.29	-	\$ -	-
11 SUBDRAIN CLEANOUT, TYPE A-1, 6	2	EA	\$ 443.05	0	0	\$886.10	-	\$ -	-
12 SUBDRAIN CLEANOUT, TYPE B, 24	2	EA	\$ 2,258.83	0	0	\$4,517.66	-	\$ -	-
13 AREA INTAKE, SW-512, 30	4	EA	\$ 3,400.25	0	0	\$13,601.00	-	\$ -	-
14 INTAKE, SW-509	1	EA	\$ 6,434.56	0.5	0.5	\$6,434.56	3,217.28	\$ -	3,217.28
15 CONNECTION TO EXISTING INTAKE	1	EA	\$ 1,200.00	0	0	\$1,200.00	-	\$ -	-
16 REMOVE INTAKE	1	EA	\$ 1,102.60	0	0	\$1,102.60	-	\$ -	-
17 FIRE HYDRANT ADJUSTMENT	2	EA	\$ 2,646.92	2	2	\$5,293.84	5,293.84	\$ -	5,293.84
18 PAVEMENT, PCC, 6	3376	SY	\$ 41.50	0	0	\$140,104.00	-	\$ -	-
19 PAVEMENT, PCC, 10	346	SY	\$ 83.23	361	361	\$28,797.58	30,046.03	\$ -	30,046.03
20 CURB AND GUTTER, 2.0 FT, 5 STANDARD CURB	2710	LF	\$ 23.66	0	0	\$64,118.60	-	\$ -	-
21 CURB AND GUTTER, 2.0 FT, 4 SLOPED CURB	265	LF	\$ 23.43	0	0	\$6,208.95	-	\$ -	-
22 CLEANING AND PREPARATION OF BASE	4840	SY	\$ 1.45	0	0	\$7,018.00	-	\$ -	-
23 HMA OVERLAY, BASE COURSE, 2.0-INCH	900	TN	\$ 133.85	0	0	\$120,465.00	-	\$ -	-
24 HMA OVERLAY, SURFACE COURSE, 1.0-INCH	475	TN	\$ 149.20	0	0	\$70,870.00	-	\$ -	-
25 PAVEMENT REMOVAL	3525	SY	\$ 9.50	361	361	\$33,487.50	3,429.50	\$ -	3,429.50
26 REMOVAL OF SIDEWALK	630	SY	\$ 15.00	375	375	\$9,450.00	5,625.00	\$ -	5,625.00
27 SIDEWALK, PCC, 6	1945	SY	\$ 39.09	185	185	\$76,030.05	7,231.65	\$ -	7,231.65
28 DETECTABLE WARNINGS, CAST IRON	100	SF	\$ 45.00	70	70	\$4,500.00	3,150.00	\$ -	3,150.00
29 FULL DEPTH PATCHES, 4" HMA WITH 6" SUBBASE	1770	SY	\$ 72.88	0	0	\$128,997.60	-	\$ -	-
30 ENGINEERING FABRIC	9300	SF	\$ 0.26	0	0	\$2,418.00	-	\$ -	-
31 SPECIAL BACKFILL, IADOT GRAD 13, WASHED (STORAGE	660	TN	\$ 24.79	0	0	\$16,381.40	-	\$ -	-
32 SPECIAL BACKFILL, IADOT GRAD 3, WASHED (FILTER AGG	210	TN	\$ 25.06	0	0	\$5,262.60	-	\$ -	-
33 PERMEABLE PAVERS WITH SETTING BED (GRAD. NO. 29,	4553	SF	\$ 7.06	0	0	\$32,144.18	-	\$ -	-
34 PAINTED PAVEMENT MARKINGS, HIGH-BUILD	55.6	STA	\$ 98.39	0	0	\$5,470.48	-	\$ -	-
35 PAINTED SYMBOLS AND LEGENDS, HIGH-BUILD	29	EA	\$ 61.80	0	0	\$1,792.20	-	\$ -	-
36 PAVEMENT MARKINGS REMOVED	3	STA	\$ 1,287.50	0	0	\$3,862.50	-	\$ -	-
37 TEMPORARY TRAFFIC CONTROL	1	LS	\$ 15,450.00	0.25	0.25	\$15,450.00	3,862.50	\$ -	3,862.50
38 PERMANENT TRAFFIC SIGN, WITH POST AND ANCHOR, P	14	EA	\$ 468.55	0	0	\$6,561.10	-	\$ -	-
39 CONV SEED-FERT-MULCH, TYPE 4	2	AC	\$ 515.00	0	0	\$1,030.00	-	\$ -	-
40 HYDR SEED-FERT-MULCH	0.3	AC	\$ 10,300.00	0	0	\$3,090.00	-	\$ -	-
41 SOD	690	SQ	\$ 51.50	0	0	\$35,535.00	-	\$ -	-
42 WATERING	407	M GAL	\$ 38.88	0	0	\$15,824.16	-	\$ -	-
43 LAVA ROCK, 3" DEPTH	37	TN	\$ 298.43	0	0	\$11,041.91	-	\$ -	-
44 RIVER ROCK, 12" DEPTH	16	CY	\$ 217.15	0	0	\$3,474.40	-	\$ -	-
45 AMENDED PLANTING SOIL	394	CY	\$ 97.85	0	0	\$38,552.90	-	\$ -	-
46 TREES, DECIDUOUS, 2.0 CAL. B&B, FURN/INSTALL W/W/	47	EA	\$ 439.56	0	0	\$20,859.32	-	\$ -	-
47 TREES, CONIFEROUS, 6', FURN/INSTALL W/WARRANTY	1	EA	\$ 527.90	0	0	\$527.90	-	\$ -	-
48 SHRUBS, 3 GAL., FURN/INSTALL W/WARRANTY	79	EA	\$ 57.58	0	0	\$4,548.82	-	\$ -	-
49 PLANTS, 1 GAL. FURN/INSTALL W/WARRANTY	152	EA	\$ 18.54	0	0	\$2,818.08	-	\$ -	-
50 TRASH ENCLOSURE - CMU/GATED	1	EA	\$ 84,573.57	0	0	\$84,573.57	-	\$ -	-
51 LIMESTONE BLOCK	18	EA	\$ 654.88	0	0	\$11,787.84	-	\$ -	-
52 LIMESTONE EDGER	790	LF	\$ 12.06	0	0	\$9,527.40	-	\$ -	-
53 PENN MEADOWS PARK SIGN RELOCATION	1	EA	\$ 11,846.00	0	0	\$11,846.00	-	\$ -	-
54 SWPPP MANAGEMENT	1	LS	\$ 1,545.00	0.1	0.1	\$1,545.00	154.50	\$ -	154.50
55 COMPOST FILTER TUBE, 8" DIA.	2465	LF	\$ 1.55	1296	1296	\$3,820.75	2,008.80	\$ -	2,008.80
56 INLET PROTECTION, AREA DRAIN	3	EA	\$ 103.00	0	0	\$309.00	-	\$ -	-
57 INLET PROTECTION, OPEN THROAT CURB INTAKE	2	EA	\$ 103.00	2	2	\$206.00	206.00	\$ -	206.00
58 TEMPORARY FENCE, CONSTRUCTION, 48	1740	LF	\$ 7.68	1305	1305	\$13,363.20	10,022.40	\$ -	10,022.40
59 MOBILIZATION	1	LS	\$ 150,000.00	0.25	0.25	\$150,000.00	37,500.00	\$ -	37,500.00
60 CONCRETE WASHOUT	1	LS	\$ 1,000.00	0	0	\$1,000.00	-	\$ -	-

\$1,487,079.67 121,719.15 - 121,719.15

Retainage 5% 6,085.96 \$ - 6085.9575

Previous Payments -

Total this Period 115,633.19

City of North Liberty

Midwest Concrete Inc.

Shive-Hattery, Inc.

City Administrator Date

Project Manager Date

Project Manager Date

*Nick Georgan* 8-11-23

*Joseph D. Bilaltemper* 08/15/23

RANSHAW WAY PAVED SHOULDERS  
 CITY OF NORTH LIBERTY, IOWA  
 PROJECT NO. 2112203680

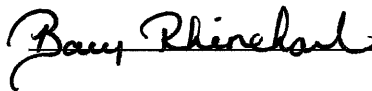
PAY APPLICATION NUMBER: 2 - FINAL  
 FOR WORK THROUGH: 8/14/2023

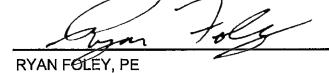
ITEM #	ITEM NAME	QTY	UNIT	UNIT PRICE	EXTENSION	PREVIOUS QTY	CURRENT QTY	CURRENT AMOUNT	%	JTD QTY	JTD AMOUNT	%
1	CLASS 13 EXCAVATION	870.0	CY	\$41.30	\$35,931.00	772.94	0.00	\$ -	0%	772.94	\$ 31,922.42	89%
2	GRANULAR SHOULDER, TYPE B, PLACE ONLY	730.0	TON	\$13.80	\$10,074.00	730	0.00	\$ -	0%	730.00	\$ 10,074.00	100%
3	SUBGRADE PREPARATION	4,330.0	SY	\$1.05	\$4,546.50	3977.39	0.00	\$ -	0%	3,977.39	\$ 4,176.26	92%
4	ASPHALT BASE WIDENING, HMA STANDARD TRAFFIC (ST) BASE, 1/2", PG 58-28S	1,500.0	TON	\$93.10	\$139,650.00	782.11	737.80	\$ 68,689.18	49%	1,519.91	\$ 141,503.62	101%
A5	PAINTED PAVEMENT MARKINGS, DURABLE EPOXY*	166.0	STA	\$65.00	\$10,790.00	166	0.00	\$ -	0%	166.00	\$ 10,790.00	100%
A6	PAINTED SYMBOLS AND LEGENDS, DURABLE EPOXY**	3.0	EA	\$225.00	\$675.00	3	0.00	\$ -	0%	3.00	\$ 675.00	100%
7	GROOVES CUT FOR PAVEMENT MARKINGS	86.5	STA	\$46.00	\$3,979.00	86.5	0.00	\$ -	0%	86.50	\$ 3,979.00	100%
8	TEMPORARY TRAFFIC CONTROL	1.0	LS	\$6,000.00	\$6,000.00	1	0.00	\$ -	0%	1.00	\$ 6,000.00	100%
9	FLAGGERS	16.0	DAY	\$565.00	\$9,040.00	20	0.00	\$ -	0%	20.00	\$ 11,300.00	125%
10	REMOVE AND REINSTALL TRAFFIC SIGNS	3.0	EA	\$304.00	\$912.00	0	0.00	\$ -	0%	0.00	\$ -	0%
11	MOBILIZATION	1.0	LS	\$11,815.00	\$11,815.00	1	0.00	\$ -	0%	1.00	\$ 11,815.00	100%
8001	ASPHALT PAVEMENT THICKNESS DEFICIENCY, ASPHALT BASE WIDENING (7-INCH)	737.8	TON	(\$4.65)	(\$3,430.77)	0	737.80	\$ (3,430.77)	100%	737.80	\$ (3,430.77)	100%
<b>TOTAL CONTRACT: \$229,981.73</b>												
* BID ALTERNATE ITEM A5 WAS APPROVED BY OWNER TO REPLACE ITEM 5												
** BID ALTERNATE ITEM A6 WAS APPROVED BY OWNER TO REPLACE ITEM 6												
					VALUE OF COMPLETED WORK:		\$ 65,258.41	100%		\$ 228,804.53	100%	
					RETAINAGE (5%):		\$ -	0% - FINAL		\$ -	0% - FINAL	
					NET AMOUNT DUE:		\$ 65,258.41			\$ 228,804.53		
					LESS PREVIOUS PAYMENTS:					\$ 155,368.82		
					<b>AMOUNT DUE THIS REQUEST:</b>					<b>\$ 73,435.71</b>		

CONTRACTOR:  
 L.L. PELLING CO., INC.

ENGINEER:  
 SHIVE-HATTERY, INC.

OWNER:  
 CITY OF NORTH LIBERTY



  
 RYAN FOLEY, PE

\_\_\_\_\_  
 CITY ADMINISTRATOR

DATE: 8/15/23

DATE: 08/15/2023

DATE: \_\_\_\_\_

**CHANGE ORDER**

For Local Public Agency Projects

No.: 1

Non-Substantial:

N/A

Substantial:

Administering Office  
Concurrence Date

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

Project Number: 2112203680

Contract Work Type: Ranshaw Way Paved Shoulders

Local Public Agency: City of North Liberty

Contractor: L.L. Pelling, Inc.

Date Prepared: August 14, 2023

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

A - Description of change to be made:

8001 - ADD line item for "ASPHALT PAVEMENT THICKNESS DEFICIENCY, ASPHALT BASE WIDENING (7-INCH)"

B - Reason for change:

8001 - Core samples were taken and the thickness of a portion of the west shoulder pavement was determined to be deficient based on SUDAS Section 7020, 3.04, C

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

8001 - Referenced SUDAS Table 7020.03 Pay Factor for Asphalt Pavement Thickness and agreed on 0.95 pay factor of the Contract Unit Price with contractor.

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

8001 - Cost is determined by taking a factor of 0.95 the unit price that was bid for ITEM 04 -ASPHALT BASE WIDENING, HMA STANDARD TRAFFIC (ST) BASE, 1/2", PG 58-28S. This results in a deduct of 5% or \$4.65 per TON to be applied to the total pavement area that the deficient test samples were taken from.

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

Justification for selection:

No working days added based on this unit price adjustment

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
<input type="button" value="Add Row"/> <input type="button" value="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
		CO-1	8001	ASPHALT PAVEMENT THICKNESS DEFICIENCY, ASPHALT BASE WIDENING (7-INCH)	(\$4.65)	737.800	-\$3,430.77
				-3,430.77			
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>				TOTAL			-\$3,430.77

H. Signatures

Agreed: *Bruce R. Klinebeck* 8-15-23  
Contractor Date

Recommended: *Alan Foley* 08/15/2023  
Project Engineer Date

Approved: \_\_\_\_\_ Date \_\_\_\_\_ Other (optional) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ Date \_\_\_\_\_ Other (optional) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**MEMORANDUM**

**TO:** Ryan Heiar, City Administrator  
**FROM:** Ryan Foley, Shive-Hattery  
**DATE:** August 15, 2023  
**RE:** Ranshaw Way Paved Shoulders  
Final Completion

Attached please find:

Payment Application No.2 (Final)

We recommend payment to the contractor as indicated, acceptance of the improvements, and close out of the project.

Please contact our office with any questions.

Sincerely,

SHIVE-HATTERY, INC.



Ryan Foley, PE

RMF/bad

Enc.

Copy: Tracey Mulcahey, Assistant City Administrator  
Michael Pentecost, Streets Superintendent  
Barry Rhinehart, L.L. Pelling Company, Inc.  
Josiah Bilskemper, S-H





**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:	27	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM				PERIOD TO:	8/12/23	
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	PROJECT NO.:	STP-U-5557(622)--70-52	
				CONTRACT ID:	52-5557-622	
				LETTING DATE:	4/20/21	

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

**CONTRACTOR'S APPLICATION FOR PAYMENT**

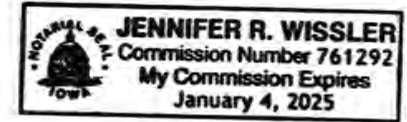
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

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>225,568.00</u>
3. CONTRACT SUM TO DATE	\$	<u>8,108,446.58</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>8,145,810.73</u>
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	<u>30,000.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>8,115,810.73</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>8,102,964.98</u>
8. CURRENT PAYMENT DUE	\$	<b><u>12,845.75</u></b>

CONTRACTOR: Peterson Contractors, Inc.  
By: [Signature] Date: 8/15/23

State of: IOWA  
County of: GRUNDY  
Subscribed and sworn to before me this 15th day of August, 2023  
Notary Public: [Signature]  
My Commission expires: 1/4/25



9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ (7,364.15)  
(This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 566,362.62	\$ 340,794.62
Total approved this Month	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 566,362.62</b>	<b>\$ 340,794.62</b>
NET CHANGES by Change Order	\$ 225,568.00	\$ -

**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 \$ **\$12,845.75**

(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.)

ENGINEER: [Signature]  
By: \_\_\_\_\_ Date: 08 / 16 / 2023

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.



# **Steindler Medical Park**

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

**STORM WATER MANAGEMENT FACILITY  
MAINTENANCE AGREEMENT AND EASEMENT  
STEINDLER MEDICAL PARK**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as “City,” and Physician’s Building Group, LLC, hereinafter referred to as “Owner.”

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

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities for Steindler Medical Park subdivision will be constructed, which is designated as “Drainage and Storm Water Detention Easement” on the final plat of the Steindler Medical Park subdivision. (the “Facilities”):

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

1. The Owner has full ownership and control of the real estate described above;

2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner, and any other person or party determined to be a “responsible person” as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.

3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Storm Water Management Manual, or any successor manual thereto.

## **SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.**

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

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

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

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

1. At least annually, and after rain events of 1.25" or larger: observe conditions at outflow pipes to pond, outlet structure from pond and pipe outlet from pond for debris. Around the pond and channel along southern property edges, look for signs of sediment accumulation, flow channelization, erosion damage, local streambank instability. Check the outfall for signs of surface erosion, seepage or tunneling along outfall pipe. Schedule repairs as needed to address such issues if erosion is severe or if sediment buildup is impacting the ability to convey flow or to sustain desired vegetation.
2. Observe conditions at forebay at least twice annually.
3. Remove accumulated sediment from forebay at the end of active site construction and when forebay is half full, approximately once every five years, or more frequently depending on site conditions, adjacent agricultural land uses and active construction upstream.
4. Clean and remove debris from inlet and outlet structure at least three times annually.
5. Annually monitor vegetation and perform replacement planting as necessary. Develop and follow a maintenance schedule for native planting areas.
6. Annually inspect the pond area for the following:
  - a. Examine stability of the safety bench and shoreline edge around the perimeter of the pond.
  - b. Inspect for invasive vegetation and remove where possible.
  - c. Inspect for damage to the embankment and inlet/outlet structures; repair as necessary.
  - d. Note any signs of hydrocarbon build-up and remove accordingly.

7. Repair undercut or eroded areas when observed.
8. Annually harvest plants that have been “choked out” by sediment accumulation.
9. Remove sediment from the pond when total pool volume has become reduced significantly (~25%), when plants along pond edge are “choked” with sediment or the pond becomes eutrophic. To be performed as needed, when approximately 25% of the total pool volume has been lost, or as noted.

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

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

#### **SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.**

The Owner grants to the City an easement for access to the Facilities over and across the areas designated “Stormwater Facilities Access” and “Stormwater Facility” on the attached Exhibit A at reasonable times for periodic inspection by City or City’s designee to ensure that the Facilities are maintained in proper working condition to meet City Storm Water requirements and, if necessary, and for maintenance and repair of the Facilities in accordance with the terms of this Agreement.

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

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

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

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

#### **SECTION 5. INSPECTION OF FACILITIES.**

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

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

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

**SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.**

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

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

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

until acceptance by the City, as provided by law.

#### **SECTION 8. ENFORCEMENT AND APPEALS.**

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

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

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

#### **SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.**

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

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

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

#### **SECTION 10. FEES.**

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

**SECTION 11. NOTICES.**

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

Physician's Building Group, LLC  
2751 Northgate Dr  
Iowa City, IA 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  
3 Quail Creek Circle  
P.O. Box 77  
North Liberty, IA 52317

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

**SECTION 12. SUCCESSORS AND ASSIGNS.**

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

[remainder of page intentionally left blank]



DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF NORTH LIBERTY, IOWA

PHYSICIAN’S BUILDING GROUP, LLC

By: \_\_\_\_\_  
Chris Hoffman, Mayor

By: \_\_\_\_\_  
Taylor Dennison, Manager

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman 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 \_\_\_\_\_, 2023; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My Commission Expires: \_\_\_\_\_

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Taylor Dennison as Manager of Physician’s Building Group, LLC.

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

**Resolution No. 2023-96**

**RESOLUTION APPROVING THE STORM WATER  
MANAGEMENT FACILITIES MAINTENANCE  
AGREEMENT AND EASEMENT BETWEEN THE CITY OF  
NORTH LIBERTY AND PHYSICIAN'S BUILDING GROUP,  
LLC THAT ESTABLISHES THE TERMS AND  
CONDITIONS UNDER WHICH STORMWATER  
MANAGEMENT FACILITIES WILL BE MAINTAINED FOR  
STEINDLER MEDICAL PARK 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 storm water management facilities for Steindler Medical Park have been set forth in an Agreement between the City of North Liberty ("City") and Physician's Building Group, LLC ("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 the Owners is approved for the development of Steindler Medical Park, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 22nd day of August, 2023.

CITY OF NORTH LIBERTY:

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

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TRACEY MULCAHEY, CITY CLERK

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

**DEVELOPER'S AGREEMENT  
STEINDLER MEDICAL PARK SUBDIVISION**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Physician's Building Group, LLC., hereinafter referred to as "Developer."

**SECTION 1. REQUEST FOR PLAT APPROVAL.**

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

AUDITOR'S PARCEL 2021037 ACCORDING TO THE PLAT OF  
SURVEY RECORDED IN BOOK 65, PAGE 60, PLAT RECORDS OF  
JOHNSON COUNTY, IOWA

As part of this request, Developer acknowledges full ownership of the real estate described above.

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

A. The City agrees that it will approve the final plat of this subdivision upon the conditions that:

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;

3. The public improvements have been constructed and accepted by the City or, in the event the Developer requests and the City agrees to the construction of the public improvements after final plat approval, the Developer has complied with the security requirements set forth in Section 180.11(8) of the Code of Ordinances and Section 7 of this Agreement; and

4. The Developer enters into and abides by this Agreement.

B. The Developer further agrees that this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property.

C. The Developer may not construct sanitary sewer mains, storm sewer mains, water mains, streets, utilities, public or private improvements or any buildings until the following conditions have been satisfied:

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;

2. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and

3. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

D. The Developer may not grade or otherwise disturb the earth, remove trees until the Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement.

### **SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.**

A. Development Standards. The subdivision shall be developed according to the preliminary and final subdivision plats as approved by the City and according to the plans and specifications as approved by the City. All plans shall be approved before the commencement of any work in accordance with the subdivision plat. There shall be no variance from the subdivision plats, or from the construction plans and specifications, unless approved in writing by the City.

B. Public Improvement Standards.

1. All improvements and facilities described in this Agreement shall be constructed and installed by the Developer according to the plans, specifications, ordinances and standards of the City and in accordance with all applicable federal and state laws and regulations. All required inspections shall be performed by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications. These improvements and facilities include but are not limited to public water system; sanitary sewer system; storm sewer and drainageway system; site grading; underground utilities; setting for lot and block monuments; and surveying and staking.

2. The Developer acknowledges that it and its successors and assigns, including but not limited to builders and contractors, are responsible for meeting all requirements set out in approved plans, engineering specifications, City ordinances, City policies, other City standards, applicable state laws and regulations, and applicable federal laws and regulations. More specifically, the Developer and its successors and assigns waive as a defense to any claims of negligence that the City failed to discover or identify to the Developer any act or omission that does not meet the standards set out in approved plans, engineering specifications, City ordinances, City policies, other City standards, applicable state laws and regulations, and applicable federal laws and regulations.

C. Standard Requirements. Further, the Developer agrees that:

1. All streets shown on the plat will be constructed of concrete paving with concrete curb and gutter as shown on the approved construction plans and will be dedicated to the City.

2. The Developer shall provide for the installation of all electric lines, street lights, gas mains, telephone lines and other utility facilities that are necessary at the Developer's sole cost. Developer further agrees that all utilities shall be installed underground.

3. Any decorative street lighting must be approved by the City and installed at the Developer's sole cost.

4. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the Developer shall install sidewalks in said subdivision abutting said lots per the widths approved on the preliminary plat, in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown

on the plat or otherwise specified in this agreement. Notwithstanding this provision, any ADA-required ramps shall to be installed at the time other public improvements are installed.

5. The Developer shall submit a storm water management plan that will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The Developer agrees to dispose of all storm water through the approved storm water and drainageway system as set forth in the storm water management plan. The design and construction of a storm water detention basin, if required by the City for this development, shall comply with the City's current storm water management ordinances and policies. The Developer shall have a duty to continue the drainage across the property, and, in no event shall the Developer create an undue hardship on the adjoining property owners in the manner in which storm water runoff and drainage is managed. The Developer may reserve a drainage easement across all or a portion of the outlots within the subdivision for management of storm water runoff and drainage from the subdivision and other areas whose storm water may be more efficiently detained and drained by the utilization of such easement.

6. The Developer shall provide water, sewer, utility and drainage easements as shown on the plat.

7. Any wells shall be abandoned in accordance with applicable local, state and federal laws and regulations.

8. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval.

D. Additional Requirements. Further, the Developer agrees that:

1. The Developer shall pay the following costs:
  - a) Southwest Growth Utilities: \$81,035.04 (\$8,548 per acre x 9.48 acres).
  - b) West Trunk Sewer tap-on: \$11,650.92 (\$1,229 per acre x 9.48 acres).
  - c) Kansas Avenue Water Main tap-on: \$14,284.89 (Approx. \$24.2738 per linear foot x 588.49 feet).
  - d) Kansas Ave construction fees: \$34,704.56 (Approx \$58.9729 per linear foot x 588.49 feet)

2. Proof of any off-site easements which are necessary to construct public improvements will need to be provided prior to construction plan approval.

3. The Developer agrees to explore for existing tile lines, and to cap or connect any tile lines to the City's storm sewer system as directed by the engineer for the Steindler Medical Park subdivision, and as approved by the City. The location and depth of the digging and the required action upon completion of the digging shall be subject to review and approval of the City Engineer. For any capping or connecting activities required under this section, standard plastic tile and connectors are acceptable materials.

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

#### **SECTION 4. PUBLIC UTILITIES.**

Developer agrees that it will obtain any necessary concurrence of utility or other easements from appropriate utility companies. Developer agrees that it will provide for the continuation of all required water, sanitary sewer and storm drainage facilities. The Developer agrees that it will connect and use existing public water supplies in accordance with the North Liberty Municipal Code and that the Developer will provide a plan outlining the drainage of the land and indicating the manner in which the drainage will be accommodated and will connect to the existing storm water sewer systems when available in accordance with the plan approved by the City Engineer.

#### **SECTION 5. EROSION CONTROL AND GRADING.**

A. Erosion Control. Before any grading or utility construction is commenced or building permits are issued, the Developer shall design and implement an erosion control plan which shall be reviewed and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan or any supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion and assess the

costs of such action to the Developer or to the property, or both. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. It is anticipated that all of such areas shall be seeded with prairie grasses and/or other natural plantings so as to minimize the need for frequent mowing and other maintenance.

B. Grading. No grading of any nature may occur on this property until a grading plan is implemented by the Developer and approved by the City. Within ninety (90) days after the completion of any grading, the Developer shall provide the City with an "as-constructed" grading plan and a certification by registered land surveyor or engineer that all ponds, swales and ditches, if any, have been constructed in accordance with the plans approved by the City.

#### **SECTION 6. PHASED DEVELOPMENT.**

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's Agreements for such phases are approved by the City.

#### **SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.**

A. If all the public improvements and facilities as provided in this agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no building permits will be issued until all the public improvements and facilities are constructed and accepted by the City.

B. In the event the Developer, its assigns or successors in interest, should sell or convey lots in said subdivision without having constructed the public improvements and facilities as provided in this Agreement or without the City having accepted all public improvements and facilities; or the Developer, its assigns or successors in interest in said subdivision, shall fail to construct sidewalks as set forth in Section 3(C)(4), the City shall have the right to install and construct said improvements, facilities and sidewalks. Unless City is fully reimbursed for these costs from the escrowed money or surety bond held by the City, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code. It is further provided that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution until properly released as hereinafter provided.



C. The Developer acknowledges and agrees that all lots of the subdivision are specifically benefited by the public improvements, facilities and sidewalks, and the cost of such public improvements, facilities and sidewalks need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities.

**SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.**

A. The Developer shall submit to the City, for approval by the City Engineer, plans and specifications for the construction of improvements in the subdivision which have been prepared by a registered professional civil engineer. The Developer shall obtain approval of the construction plans and all necessary permits from the appropriate city, state and federal agencies before proceeding with construction. In addition, the Developer shall cause to have its engineer provide adequate field inspection personnel to ensure that an acceptable level of quality control is maintained.

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction, and consultation with the Developer and its engineer on the status, progress or other issues regarding the project. The Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other infrastructure improvements. The engineering administrative fee and construction observation fees to be paid by the Developer shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by the Developer.

**SECTION 9. RELEASE.**

The City agrees that when the public improvements, facilities and sidewalks required by Section 3 of this Agreement have been installed to the satisfaction of the City, it will promptly issue appropriate releases of various lots of the subdivision for recording in the Johnson County Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said subdivision.

**SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.**

A. The Developer agrees and is fully obligated to perform as provided in this Agreement. The Developer is liable and responsible for each and every obligation agreed to be

undertaken pursuant to this Agreement. Failure of the Developer, its employees, agents or assigns, to perform is not a defense for the Developer against any action to be taken by the City.

B. In the event of default by the Developer regarding any work to be performed by the Developer under this Agreement, the City may, at its option, perform the work and bill the Developer for said work. The Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given written notice of the work in default, and has not cured such default within fourteen (14) days of such notice. This Agreement is an authorization for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter upon the property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against all of the property located in the subdivision.

#### **SECTION 11. AUTHORIZATION TO ENTER PREMISES.**

Developer grants the City, its agents, employees, officers and contractors, authorization to enter the subdivision area to perform all work and inspections deemed appropriate and necessary by the City in conjunction with this development.

#### **SECTION 12. FEES.**

The Developer agrees to record this Agreement and 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 subdivision project. A copy of this recorded Agreement will be provided to the City.

#### **SECTION 13. TIME OF PERFORMANCE.**

Developer shall install all required public improvements, except for sidewalk construction deferred in accordance with Section 3(C)(4), within two (2) years from the date of City approval of this Agreement. In the event that the Developer fails to install the required public improvements within the above-referenced time, authorization to proceed with the development shall cease, and the Developer shall be required to seek reauthorization and approval of this development. Developer may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

#### **SECTION 14. MISCELLANEOUS.**

A. The Developer represents and states that the plat complies with all city, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning

ordinances and environmental regulations. The City may, at its option, refuse to allow construction or development work in the subdivision until the Developer complies with the appropriate law or regulation. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, occupancy permits or other permits.

D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. 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. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.

F. Except as hereinafter provided, the Developer may not assign this Agreement or the obligations imposed by this Agreement without the written permission of the City Council or as otherwise provided in this Agreement. This restriction shall not apply to another entity solely owned and controlled by the members of the Developer, which assignment shall not serve to release Developer from the obligations undertaken hereunder.

G. The Developer's obligations under this Agreement shall continue in full force and effect even if the Developer sells a portion of the subdivision, the entire platted area, or any part thereof.

H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City. Notwithstanding the foregoing, the Developer may transfer the ownership of all outlots within the subdivision to a homeowners association, which shall assume the obligation to maintain and repair the stormwater detention facility and other infrastructure located thereon, and Developer shall be released from any further liability or responsibility to repair or maintain the infrastructure on said outlots.

I. The Developer shall take out and maintain a public liability and property damage insurance policy covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

J. The Developer shall record any restrictive or protective covenants for the subdivision. A copy of the recorded restrictive or protective covenants will be provided to the City.

K. The Developer shall record the original copy of this agreement, with all requisite signatures, at the time the other final plat documents are recorded as required by law.

**SECTION 15. NOTICES.**

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

Physician's Building Group, LLC  
2751 Northgate Dr  
Iowa City, IA 52245

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 16. SUCCESSORS AND ASSIGNS.**

This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the parties, their successors and assigns.

DATED this \_\_\_ day of \_\_\_\_\_, 2023.

CITY OF NORTH LIBERTY, IOWA

PHYSICIAN'S BUILDING GROUP, LLC

By: \_\_\_\_\_  
Chris Hoffman, Mayor

By: \_\_\_\_\_  
Taylor Dennison, Manager

ATTEST: \_\_\_\_\_

Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman 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 \_\_\_\_\_, 2023; and that Chris Hoffman 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, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2023, by Taylor Dennison as Manager of Physician's Building Group, LLC, Developer.

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

**[EXHIBIT "A" - MARK AND ATTACH FINAL PLAT]**

{00502850}

# STEINDLER MEDICAL PARK NORTH LIBERTY, IOWA FINAL PLAT

INDEX LEGEND	
CITY:	NORTH LIBERTY
COUNTY:	JOHNSON
PART:	AUDITOR'S PARCEL 2021037
PROPRIETOR:	PHYSICIANS BUILDING GROUP, LLC
REQUESTED BY:	RDG PLANNING AND DESIGN
SURVEYOR:	ALEC FULLER
COMPANY:	McCLURE ENGINEERING
RETURN TO:	ALEC FULLER
	1740 LININGER LANE
	NORTH LIBERTY, IOWA 52317 / 319-626-9090

**OWNER:**  
PHYSICIAN'S BUILDING GROUP, LLC  
2751 NORTHGATE DR  
IOWA CITY, IOWA 52240

**APPLICANT:**  
RDG PLANNING AND DESIGN  
201 E WASHINGTON STREET STE. 201  
IOWA CITY, IOWA 52240  
(515) 288-3141  
ATTN: WILL DOWNING  
WDOWNING@RDGUSA.COM

**APPLICANT'S ATTORNEY:**  
PUGH HAGAN PRAHM, PLC  
425 E OAKDALE BLVD. STE. 201  
CORALVILLE, IA 52241  
(319) 351-2028  
ATTN: RYAN PRAHM  
RPRAHM@PUGHAGAN.COM

**SETBACK SUMMARY:**  
FRONT= 25 FEET  
SIDE= 10 FEET  
REAR= 25 FEET

**ZONING:**  
ZONING: C-3 - HIGHER DENSITY  
COMMERCIAL DISTRICT

**LEGAL DESCRIPTION:**  
(PER WARRANTY DEED FILED IN BOOK 6309, PAGE 438)

AUDITOR'S PARCEL 2021037 ACCORDING TO THE PLAT OF SURVEY RECORDED IN BOOK 65, PAGE 60, PLAT RECORDS OF JOHNSON COUNTY, IOWA

**NOTES:**  
1. DEVELOPER SHALL BE RESPONSIBLE FOR EXPLORATORY DIGGING ALONG THE PERIMETER OF THE SUBDIVISION TO LOCATE EXISTING FIELD TILE LINES. TILE LINES SHALL BE REMOVED OR CONNECTED TO THE PROPOSED DRAINAGE SYSTEM TO ENSURE ACTIVE TILE LINES REMAIN FUNCTIONAL

- R - AUDITOR'S PARCEL 2021037 BK 65, PG 60
- R1 - ACQUISITION PLAT 'EXHIBIT A' BK 5775, PG 192

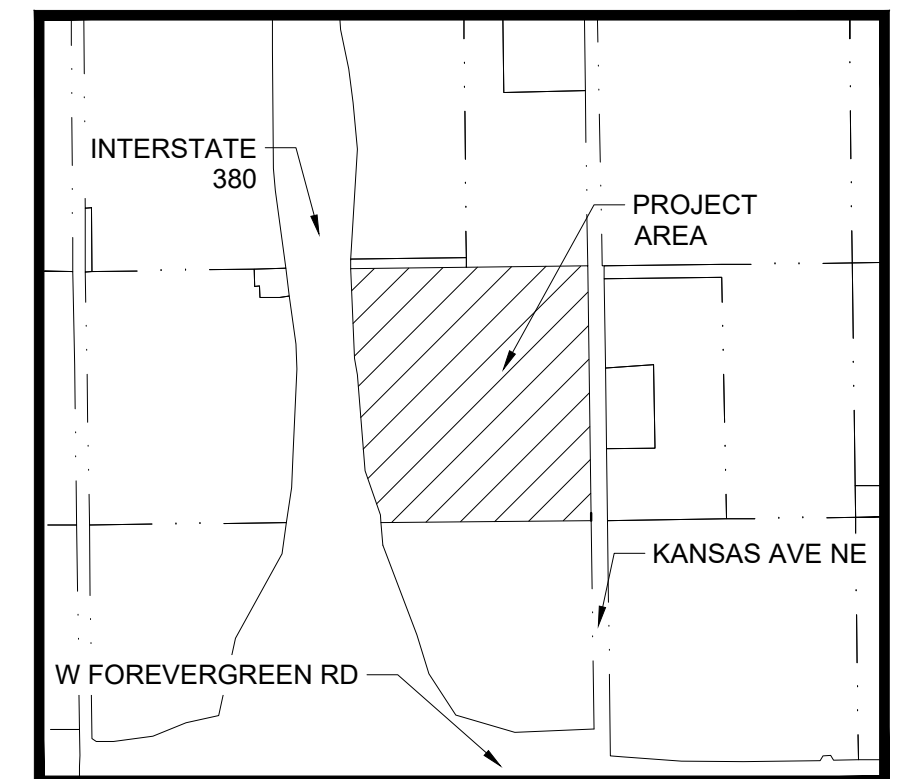
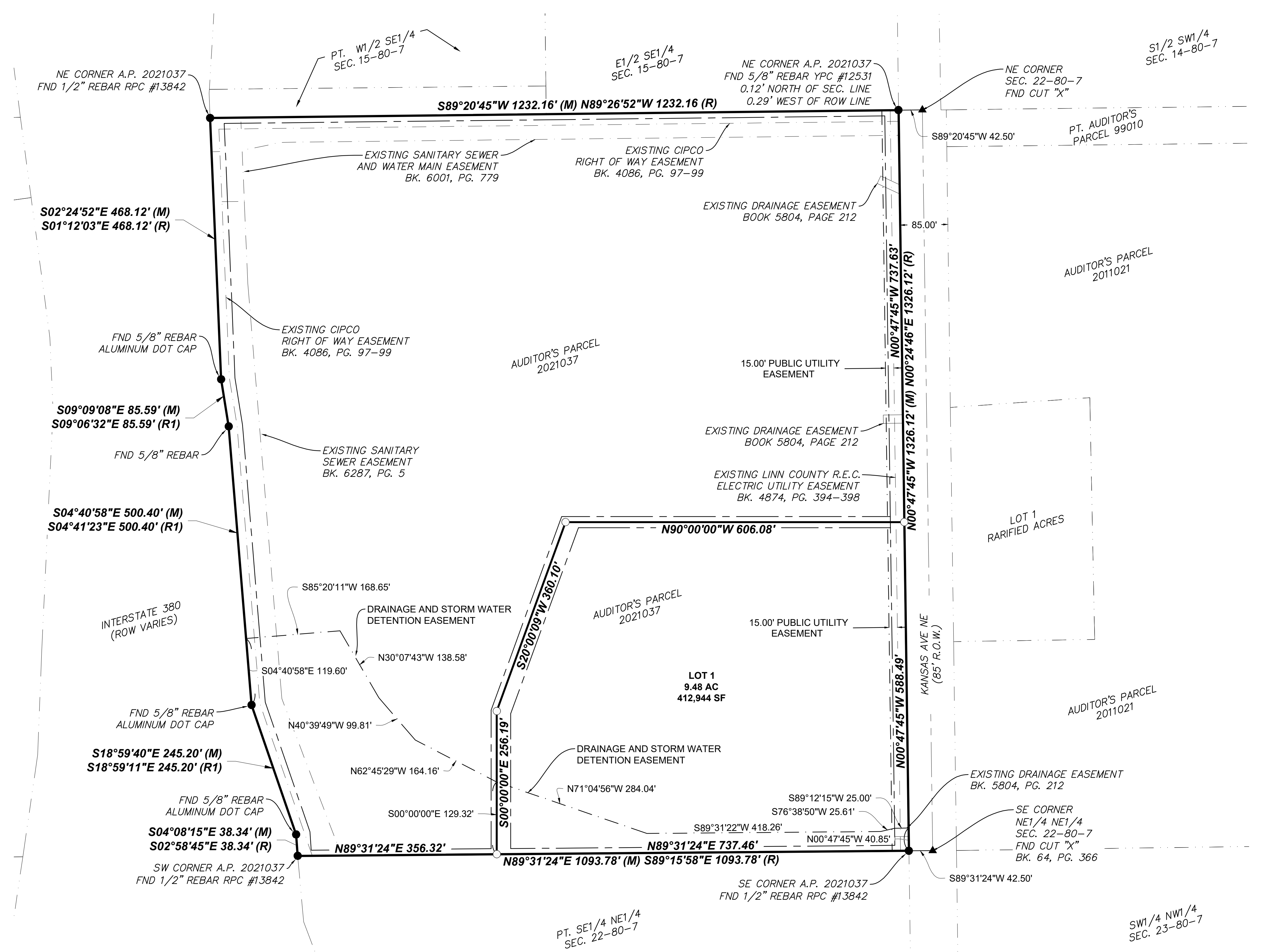
## GENERAL LEGEND

- SURVEY BOUNDARY
- - - PROPOSED LOT
- - - EXIST PROPERTY LINE
- - - SECTION LINE
- - - SETBACK LINE
- - - EASEMENT

**MONUMENTS FOUND:**  
▲ SECTION CORNER (TYPE AS NOTED)  
● 1/2" REBAR W/RPC #13842 (UNLESS NOTED OTHERWISE)

**MONUMENTS SET:**  
△ SECTION CORNER  
○ 1/2" REBAR W/YPC #27827  
○ 1/2" REBAR W/YPC #27827  
✕ CUT X

FND FOUND  
BK, PG BOOK AND PAGE  
(M), (R) MEASURED, RECORDED  
R.O.W. RIGHT-OF-WAY  
P.U.E. PUBLIC UTILITY EASEMENT  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT



**VICINITY MAP**  
1" = 1000'

PLAT APPROVED BY THE CITY OF NORTH LIBERTY, IOWA	
MAYOR	DATE
CLERK	DATE
UTILITY EASEMENTS, AS SHOWN HEREON, MAY OR MAY NOT, INCLUDE SANITARY SEWER LINES AND/OR STORM SEWER LINES, AND/OR WATER LINES; SEE CONSTRUCTION PLANS FOR DETAILS.	
UTILITY EASEMENTS, AS SHOWN HEREON, ARE ADEQUATE FOR THE INSTALLATION AND MAINTENANCE OF THE FACILITIES REQUIRED BY THE FOLLOWING AGENCIES:	
LINN COUNTY R.E.C	DATE
MIDAMERICAN ENERGY CO.	DATE
MEDIACOM	DATE
SOUTH SLOPE TELEPHONE	DATE

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

ALEC FULLER  
IOWA LICENSE RENEWAL DATE IS DECEMBER 31, 2024  
PAGES OR SHEETS COVERED BY THIS SEAL: 01-01  
DATE SURVEYED: 2/15/2023

	ENGINEER A.F. SURVEYOR A.F.	DRAWN BY A.F. CREW CHIEF W.G.	REVISIONS 6/20/23 STEINDLER MEDICAL PARK FINAL PLAT	
	DRAWING NO. FP-01	SHEET NO. 01/01	NORTH LIBERTY, IOWA JOHNSON COUNTY 2022000709 DATE: 4/26/2023	



# **Assessment Resolution**



**Resolution No. 2023-98**

**RESOLUTION ASSESSING AMOUNTS OWED TO THE CITY OF  
NORTH LIBERTY, IOWA TO INDIVIDUAL PROPERTY TAXES**

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

<u>Name</u>	<u>Parcel Number</u>	<u>Address</u>	<u>Amount</u>	<u>Description</u>
Maxwell L. Geng	0601306003	735 Black Bear Bend	\$208.00	Mowing
Liberty's Gate, Part 1 Lot Owner's Association	0611328001		\$284.05	Mowing

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

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

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

**APPROVED AND ADOPTED** this 22nd day of August, 2023.

CITY OF NORTH LIBERTY:

\_\_\_\_\_  
CHRIS HOFFMAN, MAYOR

ATTEST:

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

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK



# **Additional Information**

To North Liberty Mayor and City Council Members  
CC Ryan Heiar, City Administrator  
From Brian Platz, Fire Chief  
Date August 17<sup>th</sup>, 2023  
Re Fire Department Report to Council – August 2023

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As we round out the summer and head into the fall, the department is focused on several projects. First, we are embarking on implementing a new records management system. This includes incident reporting, daily truck checks, inventory tracking, occupancy database, code enforcement & inspection database, staff scheduling, etc. Our current system has been acquired by another software company and the deadline to merge with their new system is fast approaching.

In anticipation of this potential change, we decided to evaluate various software platforms that would meet our needs, today and in the future. Three platforms, to include the one that absorbed our current system, were evaluated. Personnel from all ranks within the department participated in this process. The evaluation suggested that we move toward a product called First Due. In addition to matching our current software features, First Due also includes a product that will allow us to develop a preplan program. Preplanning for fire situations in commercial buildings is something our department lacks. Such a program will aid in future operational efficiency as well as a lower ISO score, positively impacting insurance rates within the community.

The department is hopeful that this adjustment will positively impact the organization. That said, there is a significant amount of work required to reach the starting line. Because we are moving away from a competing software system, most of our data elements will need to be placed in spreadsheets and then migrated to the new system. While this is time consuming, we also know that starting anew with good data will be beneficial, once all our elements are placed in the new system. This data transition is why our statistical analysis sheets are absent this month. We are working diligently on data migration and that has been a primary focus for the past 45 days.

In addition to the above, the department is preparing to step through a new strategic planning process. Our current plan is up this year and as we look back, the department has gone through significant change since the creation of the current plan. Much like the last process, involving the community is a desirable way to start. We are currently crafting a survey that will be pushed out via social media in hopes of learning how the community sees us, as well as their expectations of us. We plan to use internal city resources to aid in the process of survey creation and distribution.

Lastly, the department was the recipient of a \$10,000 grant from the National Education Center for Agricultural Safety (Peosta) and West Side Salvage (Atkins). This grant included grain bin rescue equipment as well as a grain entrapment rescue training session. The department has gone through the training and has received the equipment. I've included some pictures.

