



**North Liberty City Council  
Regular Session  
October 24, 2023**



# **City Administrator Memo**



To **Mayor and City Council**  
From **Ryan Heiar, City Administrator**  
Date **October 20, 2023**  
Re **City Council Agenda October 24, 2023**

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### Consent Agenda

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

- City Council Minutes (10/10/23)
- Claims
- Liquor License Renewals
  - Fareway
  - Rusciano's J & A Tap
  - Fiesta
  - Kum & Go (Amendment)

### Meetings & Events

Tuesday, Oct 24 at 6:30p.m.  
City Council

Thursday, Nov 9 at 7:00p.m.  
Parks & Recreation Commission

Tuesday, Nov 14 at 6:30p.m.  
City Council

Wednesday, Nov 15 at 4:30p.m.  
Greater IC Annual Banquet

### Penn Street Railroad Crossing Improvements Project

The agenda includes a public hearing followed by a resolution approving the plans and specifications for the Penn Street Railroad Crossing Project. Bids for the project are due on November 14 and a contract award will be recommended at the November 28 meeting. The project will start in late spring 2024 so not to interfere with school traffic. Staff recommends approval of the plans and specifications.

### Assessment Resolution

Two properties are included on the assessment resolution, totaling \$585.55 for lawn mowing services. Staff recommends approval of the resolution.

### Forevergreen Road East Project

In late 2022, the cities of North Liberty and Coralville were awarded \$2.5 million through the Miller-Meeks office for the completion of Forevergreen Road, between 12<sup>th</sup> Avenue in Coralville and North Liberty Road. In order to move forward with design and eventual construction, a functional design process first needs to be completed. As described in the Shive Hattery proposal, functional design includes wetland investigation, archeological review, endangered species investigation, base mapping, an updated cost opinion, etc. The total cost for this work is \$153k and will be split equally between North Liberty and Coralville. Once this work is complete, staff from both cities will work to seek additional

federal and state funding to assist with the final design and construction of the project. At this point, there is not a timeline for completion as it will depend on funding.

## Water Tower Place

Public improvements for the Water Tower Place, which includes five multi-unit and six commercial lots adjacent to North Kansas Avenue, have been completed and inspected. Minor public improvements are not yet completed for the subdivision, so there is an escrow agreement to ensure completion. The final plat is consistent with the approved preliminary plat. Staff recommends approval of the final plat and the agreement.





# **Agenda**



**CITY COUNCIL**

October 24, 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, October 10, 2023
  - B. Liquor License Renewal, Fareway
  - C. Liquor License Renewal, Rusciano's
  - D. Liquor License Renewal, J & A Tap
  - E. Liquor License Renewal, Fiesta
  - F. Liquor License Amendment, Kum & Go
  - G. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
9. Council Reports
10. Penn Street Railroad Crossing Improvements Project
  - A. Public Hearing regarding proposed plans, specifications and estimate of cost for the Penn Street Railroad Crossing Improvements Project
  - B. Resolution Number 2023-121, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Penn Street Railroad Crossing Improvements Project
11. Assessment Resolution
  - A. Resolution Number 2023-122, A Resolution assessing amounts owed to the City of North Liberty, Iowa to individual property taxes

12. Forevergreen Road East Project
  - A. Resolution Number 2023-123, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Forevergreen Road East Project
  
13. Water Tower Place
  - A. Resolution Number 2023-124, A Resolution approving the Escrow Agreement for Water Tower Place between the City of North Liberty and Dahnovan Land Development, LLC.
  - B. Resolution Number 2023-125, A Resolution approving the Final Plat for Water Tower Place in North Liberty, Iowa
  
14. Old Business
  
15. New Business
  
16. Adjournment



# **Consent Agenda**

**City Council**  
October 10, 2023  
Regular Session

**Call to order**

Mayor Hoffman called the October 10, 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, Brent Smith, and Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Josiah Bilskemper, Greg Metternich, Mike Welch and other interested parties.

**Approval of the Agenda**

Harrington moved; Wayson seconded to approve the agenda. The vote was all ayes. Agenda approved.

**Consent Agenda**

Smith moved, Harrington seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, September 26, 2023; Liquor License Renewal for Sobremesa; City Hall Project, Pay Application Number 8, City Construction, \$497,609.42; Penn Meadows Park North Parking Lot Project, Pay Application Number 3, Midwest Concrete, Inc., \$282,562.63; 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 several projects are in design that will be bid soon, Penn Street Railroad Crossing Improvements, Fox Run Pond Trail Improvements. The Centennial Park Event complex is in the design development phase. Geothermal testing is happening in the park now. The Penn Meadows Park Parking Lot project concrete paving work is complete. The paver, asphalt and landscape installation are outstanding.

**City Administrator Report**

City Administrator Heiar reported that yard waste/compost that was scheduled to be picked up today will be picked up tomorrow. Staff continues to have ongoing conversations with LRS/Johnson County Refuse. New employees have been hired. Heiar asked about interest in attending the Greater Iowa City event.

**Mayor Report**

Mayor Hoffman reported he attended the monthly coffee connections at the Ranshaw House. He attended the second presentation to the Enhance Iowa Board for the Centennial Next Stage

Project. He encouraged all in the community to consider giving to keep the project moving ahead. Humpal Chiropractic hosted their grand opening. The Joint Meeting is scheduled for Monday, October 16 at the Iowa City Community School District main office. The City Election will be held on Tuesday November 7 with four candidates running for three seats.

### **Council Reports**

Councilor Wayson attended the Emergency Management Agency meeting. The organization is working to find housing for big equipment, which is extremely challenging. Councilor Smith attended the coffee connection. He attended Vintage estates open house and is working with their HOA president for grants for an AED for pickleball court. Councilor Bermel reported on the Homecoming parade at Liberty High School. Councilor Sittig congratulated Officer Chuck Tygart on his retirement. He attended the Johnson County Affordable Housing Bus Tour. He thanked the Neighborhood Ambassadors for hosting events on Good Neighbor Day last Thursday.

### **Water System Facility Plan**

Smith moved, Bermel seconded to approve Resolution Number 2023-111, A Resolution approving the Agreement for Technical Services and Task Order 23-01 between the City of North Liberty and Strand Associates, Inc. for the 2023 Water System Facility Plan. After discussion, the vote was: ayes – Bermel, Harrington, Sittig, Smith, Wayson; nays – none. Motion carried.

### **Casey's Property Acquisition**

Sittig moved, Bermel seconded to approve Resolution Number 2023-112, A Resolution authorizing the completion of purchase of real property situated at 625 W. Zeller Street. After discussion, the vote was: ayes – Smith, Bermel, Sittig, Wayson, Harrington; nays – none. Motion carried.

### **A/V Contract – Centennial Events Center**

Wayson moved, Sittig seconded to approve Resolution Number 2023-113, A Resolution approving the Prime Construction Contract between the City of North Liberty and Tri-City Electric Company for the Centennial Park Event Center Audio-Visual System. After discussion, the vote was: ayes – Smith, Sittig, Harrington, Wayson, Bermel; nays – none. Motion carried.

### **Liberty Commons Preliminary Plat**

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

Mike Welch was present on behalf of the applicant and offered to answer questions.

Harrington moved, Sittig seconded to approve Resolution Number 2023-114, A Resolution approving the Preliminary Subdivision Plat for Liberty, Commons, North Liberty, Iowa. The vote was: ayes – Wayson, Sittig, Harrington, Bermel, Smith; nays – none. Motion carried.

### **Aldi Store #57**

Wayson moved, Sittig seconded to approve Resolution Number 2023-115, A Resolution approving the Site Plan Agreement between the City of North Liberty and Aldi, Inc. that establishes the terms and conditions under which Aldi Store #57 will be developed in the City of North Liberty, Iowa. The vote was: ayes – Smith, Bermel, Wayson, Sittig, Harrington; nays – none. Motion carried.

Bermel moved, Smith seconded to approve Resolution Number 2023-116, A Resolution approving the Stormwater Management Facilities Maintenance Agreement and Easement between the City of North Liberty and Aldi, Inc. that establishes the terms and conditions under which stormwater management facilities will be maintained for Aldi Store #57 in the City of North Liberty, Iowa. The vote was: ayes – Harrington, Sittig, Smith, Wayson, Bermel; nays – none. Motion carried.

Wayson moved, Sittig seconded to approve Resolution Number 2023-117 Easement, A Resolution approving the Public Vehicle Access and Snow Removal Easement Agreement between Aldi Inc and the City of North Liberty. The vote was: ayes- Bermel, Wayson, Smith, Harrington, Sittig; nays -none. Motion carried.

**Water Tower Place Lot 11 Preliminary Site Plan**

Sittig moved, Harrington seconded to approve Resolution Number 2023-118, A Resolution approving the Preliminary Site Plan for Lot 11 of Water Tower Place Subdivision, North Liberty, Iowa. After discussion, the vote was: ayes – Sittig, Wayson, Smith, Harrington, Bermel; nays – none. Motion carried.

**Greenbelt Trail Part 3 Revised Preliminary Plat**

Harrington moved, Sittig seconded to approve Resolution Number 2023-119, A Resolution approving the Preliminary Subdivision Plat for Greenbelt Trail Subdivision Revised Part Three, North Liberty, Iowa. The vote was: ayes – Smith, Bermel, Sittig, Wayson, Harrington; nays – none. Motion carried.

**Solomon’s Landing Part 2 Developers Agreement**

Harrington moved, Wayson seconded to approve Resolution Number 2023-120, A Resolution approving the Developer’s Agreement for Solomon’s Landing, Part Two, North Liberty, Iowa. The vote was: ayes- Sittig, Smith, Wayson, Bermel, Harrington; nays – none. Motion carried.

**Pratt Real Estate Management, Inc. Zoning Map Amendment**

Smith moved, Bermel seconded to approve the third consideration and adoption of Ordinance Number 2023-22, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District. The vote was: ayes – Harrington, Wayson, Bermel, Smith, Sittig; nays – none. Motion carried.

**Pratt Real Estate Management, Inc. Zoning Map Amendment and Preliminary Subdivision Plat PAD**

Smith moved, Sittig seconded to approve the third consideration and adoption of Ordinance Number 2023-23, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from ID Interim Development District and RS-9 Single-Unit District to RD-10 PAD Two-Unit Residence District Planned Area Development and approving the Planned Area Development Preliminary Plat and waivers pursuant to Chapter 168.05(3)(B). The vote was: ayes- Harrington, Wayson, Sittig, Bermel, Smith; nays -none. Motion carried.

**Scanlon Family, LLC Zoning Map Amendment**

Sittig moved, Harrington seconded to approve the third consideration and adoption of Ordinance Number 2023-24, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from RS-6 Single-Unit Residence District to RD-8 Two-Unit Residence District. The vote was: ayes – Bermel, Sittig, Harrington, Smith; nays - Wayson. Motion carried.

**Street Vacation**

Wayson moved, Harrington seconded to approve the third consideration and adoption of Ordinance Number 2023-25, An Ordinance vacating a portion of the North Front Street right of way in North Liberty, Iowa. The vote was: ayes – Wayson, Sittig, Smith, Harrington, Bermel; nays – none. Motion carried.

**Zoning Ordinance Amendments**

Sittig moved, Harrington seconded to approve the third consideration and adoption of Ordinance Number 2023-26, An Ordinance amending Chapters 139, 165, 166, 167, 168, 169 and 173 of the North Liberty Code of Ordinances. After discussion, the vote was: ayes – Bermel, Harrington, Wayson, Smith, Sittig; nays – none. Motion carried.

**Old Business**

No old business was presented.

**New Business**

Councilor Wayson reported that lots of kids’ activities are happening this month.

**Adjournment**

Harrington moved; Smith seconded to adjourn at 7:06 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

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

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





# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
J & A Tap Inc	J & A Tap	(319) 626-3033		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
440 N Dubuque Street		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
440 N Dubuque St	North Liberty	Iowa	52317	

## Contact Person

NAME	PHONE	EMAIL
John Hruby	(319) 631-3973	lynnaf22@yahoo.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0036492	Class C Retail Alcohol License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 1, 2023	Oct 31, 2024	

### SUB-PERMITS

Class C Retail Alcohol License

### PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
John Hruby	North Liberty	Iowa	52317	Owner	50.00	Yes
Amanda Lynn-Hruby	North Liberty	Iowa	52317	Owner	50.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



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 #:** \_\_\_\_\_


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**Johnson County Health Department:**

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

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

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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



## North Liberty Police Department

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

October 16, 2023

Liquor License Check

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

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

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

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CGR LLC	Rusciano's authentic taste of Napoli	(319) 665-2761		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
710 Pacha parkway #5		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
710 Pacha parkway #5	North Liberty	Iowa	52317	

### Contact Person

NAME	PHONE	EMAIL
Carol Gorney	(563) 357-2924	cgrllc2016@gmail.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0095672	Special Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 23, 2023	Oct 22, 2024	

#### SUB-PERMITS

Special Class C Retail Alcohol License



# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Carol Gorney	iowa city	iowa	52240	manager	45.00	Yes
Gennaro Rusciano	iowa City	iowa	52240	owner/ chef	55.00	No

## Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Oct 23, 2023

POLICY EXPIRATION DATE

Oct 22, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa ABD approval statement from the following county department

**Legal Name of Applicant:** CGR LLC

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

**Address of Business:** 710 Pacha Parkway #5

**Business Phone:** 319-665-2761

**Email:** cgrllc2016@gmail.com

**State of Iowa ABD License #:** BW0095672

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**Johnson County Health Department:**

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

**Name:** Rob Thul

**Title:** EHM **Date:** 9/21/23

**Signature:** 



## North Liberty Police Department

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

October 16, 2023

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

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kum & Go LC	Kum & Go #507	(319) 626-2412		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
610 N Heartland Way		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
1459 Grand Avenue	West Des Moines	Iowa	50266	

### Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 457-6249	licenses@kumandgo.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001872	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2023	June 30, 2024	

#### SUB-PERMITS

Class E Retail Alcohol License

#### PRIVILEGES



## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Charles Maggelet	Salt Lake City	Utah	84111	CEO	0.00	Yes
David Hancock	Salt Lake City	Utah	84111	Secretary	0.00	Yes
Tyler Call	Salt Lake City	Utah	84111	Vice President	0.00	Yes

### • Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
FJ Management		Salt Lake City	Utah	84111	100.00

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



## North Liberty Police Department

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

October 16, 2023

Liquor License Check

Business: Kum & Go #507  
610 N Heartland Way  
North Liberty, IA 52317

Owners: Charles Maggelet      DOB: 1964  
Tyler Call                      DOB: 1986  
David Hancock                DOB: 1959

The North Liberty Police Department does not have any documented contacts with the owner(s) 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

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kum & Go LC	Kum & Go #507	(319) 626-2412		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
610 N Heartland Way		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
1459 Grand Avenue	West Des Moines	Iowa	50266	

### Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 457-6249	licenses@kumandgo.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001872	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2023	June 30, 2024	

#### SUB-PERMITS

Class E Retail Alcohol License

#### PRIVILEGES



## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Charles Maggelet	Salt Lake City	Utah	84111	CEO	0.00	Yes
David Hancock	Salt Lake City	Utah	84111	Secretary	0.00	Yes
Tyler Call	Salt Lake City	Utah	84111	Vice President	0.00	Yes

### • Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
FJ Management		Salt Lake City	Utah	84111	100.00

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



## North Liberty Police Department

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

October 16, 2023

Liquor License Check

Business: Kum & Go #507  
610 N Heartland Way  
North Liberty, IA 52317

Owners: Charles Maggelet      DOB: 1964  
Tyler Call                      DOB: 1986  
David Hancock                DOB: 1959

The North Liberty Police Department does not have any documented contacts with the owner(s) 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

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Fiesta North Liberty Inc	Fiesta North Liberty Inc	(515) 802-7464		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
720 Pacha Parkway Suite 2 & 3		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
720 PACHA PKWY	North Liberty	Iowa	523174797	

### Contact Person

NAME	PHONE	EMAIL
JUAN Berber	5153800766	jberber1@live.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044005	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 1, 2023	Oct 31, 2024	

#### SUB-PERMITS

Class C Retail Alcohol License

#### PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Antonio Berber	Adel	Iowa	50003	President	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

Nov 1, 2023

POLICY EXPIRATION DATE

Nov 1, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: Fiesta North Liberty Inc.

Name of Business (DBA): Fiesta North Liberty Inc.

Address of Business: 720 Pacha Parkway Suite 2 & 3

Business Phone: 319-626-2935

Email: jberber1@live.com

State of Iowa ABD License #: LC0044005

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**Johnson County Health Department:**

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

Name: Rob Thul

Title: EHM Date: 9/21/23

Signature: 



## North Liberty Police Department

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

October 16, 2023

Liquor License Check

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

Owners: Antonio Berber (DOB: 1985)

The North Liberty Police Department does not have any documented contacts 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

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Fareway Stores, Inc.	Fareway Stores, Inc. #993	(319) 626-6798		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
615 Westwood Drive		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
2300 Industrial Park Road PO Box 70	Boone	Iowa	50036	

### Contact Person

NAME	PHONE	EMAIL
Tracey Wilson	(515) 433-5336	storelicenses@farewaystores.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001589	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 16, 2023	Nov 15, 2024	

#### SUB-PERMITS

Class E Retail Alcohol License

#### PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Fred E. Vitt Control Trust	Boone	Iowa	50036	Trust	10.87	Yes
Garrett S Pklapp	Huxley	Iowa	50124	Secretary	0.00	Yes
Various Individuals & Trust each holding less than 5%	Unknown	Iowa	55555	Stockholders	33.25	Yes
Fareway Control Trust	Boone	Iowa	50036	Treasurer	55.88	Yes
Tracey Wilson						

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa ABD approval statement from the following county department

**Legal Name of Applicant:** Fareway Stores, Inc.

**Name of Business (DBA):** Fareway Stores, Inc. #993

**Address of Business:** 615 Westwood Dr

**Business Phone:** 319-626-6798

**Email:** storelicenses@farewaystores.com

**State of Iowa ABD License #:** LE0001589

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**Johnson County Health Department:**

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

**Name:** Rob Thul

**Title:** EHM **Date:** 9/21/23

**Signature:** 



## North Liberty Police Department

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

October 16, 2023

Liquor License Check

Business: Fareway  
615 Westwood Dr.  
North Liberty, IA 52317

Owners: Garrett Pklapp (DOB: 1981)

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.







# **Penn Street Railroad Crossing Project**



## Resolution No. 2023-121

### **RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE PENN STREET RAILROAD CROSSING IMPROVEMENTS PROJECT**

**WHEREAS**, the City Council of the City of North Liberty, Iowa, has heretofore given preliminary approval to the plans, specifications, and estimate of cost (the "Contract Documents") for the proposed Penn Street Railroad Crossing Improvements Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project and the taking of bids therefor; and

**WHEREAS**, a hearing has been held on the Contract Documents on October 24, 2023;

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

Section 1. The City Council will receive bids for the Project on November 14, 2023 at 10:00 a.m. At such time and place the City Clerk will open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on November 28, 2023 at 6:30 p.m. in Council Chambers at 1 Quail Creek Circle, North Liberty, Iowa.

Section 2. The City Clerk is hereby authorized and directed to give notice of the hearing and taking of bids by publication as required by law, which publication shall be made not less than 4 and not more than 45 days prior to the date for receipt of bids and not less than 4 and not more than 20 days prior to the date of the said hearing.

Section 3. "Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**APPROVED AND ADOPTED** this 24th day of October, 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



# **Assessment Resolution**

**Resolution No. 2023-122**

**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>Property</u>	<u>Parcel</u>	<u>Amount</u>	<u>Description</u>
Joel T. Randall Erin M. Randall	215 Washington Avenue	0612358006	\$240.40	Mowing
Donald G. Beattie Joseph Bertogli	350 W. Penn Street	0612154003	\$358.15	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 24th day of October, 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



# **Forevergreen Road East Project**

## PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: Forevergreen Road Extension Functional Design

DATE: October 19, 2023

### PROJECT DESCRIPTION:

The intent of this project is to provide an updated evaluation of the preferred roadway alignment for the east extension of Forevergreen Road as established in the May 2013 "Forevergreen Road Corridor Preservation Study." This earlier study evaluated multiple route options for an extension of Forevergreen Road from the existing roundabout near North Central Junior High to North Liberty Road and then to Dubuque Street. The roundabout intersection on North Liberty Road depicted in this 2013 study has recently been constructed by the City of Coralville.

Completing an update of the 2013 study will begin a process to take the prior findings and develop a plan that culminates in the design, bid, and construction of this roadway extension from the 12<sup>th</sup> Avenue roundabout to the recently completed North Liberty Road roundabout.

The focus of this project is to confirm the scope of components to be included in the roadway design, provide updated opinion of project costs, identify property and environmental impacts, identify potential funding sources, and develop realistic timelines for project design, review, bidding, and construction.

Exhibits from the 2013 study showing general project location, conceptual improvements and estimates of cost are included with this proposal as reference.

The undersigned Client and Shive-Hattery, Inc. (S-H) agree as follows:

**SCOPE OF SERVICES:** S-H will provide the following professional services:

1. **Surveying and Base Mapping:** We will provide updated topographical data and aerial imagery using a drone flight equipped with LIDAR sensors. Right-of-way, property boundaries, and existing easements shall be included utilizing Johnson County GIS line work. This field survey information will be used as the base map for the functional design.
2. **Field Investigations:** We will provide field investigations and reporting to satisfy the project development requirements for projects receiving Iowa DOT funding.
  - a. Wetland Determination (Fall 2023)
    - 1) Provide a wetland and Waters of the United States (WOTUS) determination for the project area. The determination will be a general property assessment to determine whether critical areas that may be subject to regulatory review and permitting are present. The determination will be performed by an experienced environmental scientist or engineer. If suspect wetlands or WOTUS are present, the upper boundaries within the project area will be generally identified and mapped.





- 2) Assemble and review available public information including United States Geological Survey (USGS) topo maps, National Wetlands Inventory (NWI) maps, United States Department of Agriculture (USDA) Soil Survey maps, and historical aerial photographs as a preliminary desktop review, prior to field work. These maps will be provided to client.
  - 3) Perform an on-site visit to review site.
    - a) The determination will generally identify upper boundaries of wetlands and WOTUS on site. Review of vegetation communities, hydrology, and soils will be performed on site, but not formally documented.
  - 4) Utilize a hand-held GPS unit (sub-meter accuracy) to generally map the boundaries of all suspect wetlands and WOTUS within the project area.
  - 5) Prepare maps that show the boundary of suspect wetland and WOTUS area(s). These maps will be provided to client.
  - 6) Review and provide an opinion on anticipated Army Corps of Engineers and Iowa Department of Natural Resources permitting and approvals that will be required to construct the proposed project.
  - 7) The scope of this proposal includes site visits to conduct a baseline determination.
  - 8) The current scope of service does not include a final delineation report or any Army Corps of Engineers submittals or permitting.
- b. Wetland Delineation (Spring 2024)
- 1) The delineation will use mandatory technical criteria, field indicators, and other sources of information to evaluate whether the project area has potentially jurisdictional wetlands or Waters of the United States (WOTUS). The delineation will be performed by an experienced environmental scientist or engineer. If wetlands or WOTUS are present, the upper boundaries within the project area will be identified and mapped. The wetland delineation should be performed when vegetation is actively growing (generally May to October).
  - 2) The delineation will identify the upper boundaries of wetlands and WOTUS are located. Documentation of vegetation communities, hydrology, and soils will be performed as outlined by the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and Midwest Regional (2010) Supplement.
  - 3) Assemble and review available public information including United States Geological Survey (USGS) topographic maps, National Wetlands Inventory (NWI) maps, United States Department of Agriculture (USDA) Soil Survey maps, and historical aerial photographs as desktop review prior to field work.
  - 4) Perform an on-site visit to gather data pertaining to hydrophytic vegetation, wetland hydrology, and hydric soils. The following will be performed at each data point location within suspected wetland areas on site.
    - a) Assess vegetation stratum (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by genus and species.

- b) Evaluate soil for hydric indicators by digging soil samples.
  - c) Observe the presence of wetland hydrology indicators.
- 5) Utilize a hand-held GPS unit (sub-meter accuracy) to map the boundaries of all delineated wetlands within the project area.
- 6) Prepare maps that show the delineated wetland and WOTUS area(s).
- 7) Submit a Wetland and Waters of the United States Delineation Report to the client that can be used for submittal to the USACE. This report will include, but is not limited to, sample locations, data forms, site photos, maps of the wetland area(s), and explanation of the results of the investigation.
- c. Bat, Threatened and Endangered Species, Migratory Bird Habitat Review
- 1) Evaluate the project area to identify potential bat, listed threatened and endangered species, and migratory bird habitat in the project area.
  - 2) Use the U.S. Fish & Wildlife Service (USFWS) IPaC service to obtain the official species list for the project area.
  - 3) Conduct a web search for all pertinent information regarding the listed species and their potential for habitat within the proposed project area.
  - 4) Environmental staff will complete a site visit to identify potential habitat for listed species within the project area. Locations of potential habitat will be recorded with a handheld GPS receiver.
  - 5) Prepare a report documenting the findings and all pertinent information identified during the research period will be provided to the client.
  - 6) Prepare a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect. If required, coordination with the USFWS will be conducted.
  - 7) Based on the findings of the field review, a biological assessment of the project area utilizing the USFWS Consultation Package Builder (CPB) will be prepared. The CPB will prepare a report that can be used to provide evidence of avoidance and minimization to listed species.
- d. Additional Environmental Services
- 1) Fees do not include additional meetings or additional data collection and evaluation that may be required by USACE. If the USACE requests additional information, we will provide additional scope for your approval prior to conducting the work.
  - 2) Fees do not include preparing a Wetland Mitigation Plan or other services required if wetland or WOTUS impacts are proposed. Additional services will be necessary if compensatory mitigation is required for impacts to jurisdictional waterbodies or wetlands. Our specific involvement in these project phases is not known at this time. If necessary, budget estimates for additional services

- will be provided if our assistance is required as the project scope evolves.
- e. Cultural Resource Assessment (Tallgrass Archaeology LLC)
    - 1) We will utilize a cultural resource consultant to complete a Phase I archaeological investigation and written report for an approx. 100-foot-wide corridor along the proposed road alignment. Archaeological sites discovered will be evaluated for potential eligibility under the integrity considerations and significance criteria of the National Register of Historic Places.
  - f. Preliminary Geotechnical Investigation (Braun Intertec Corporation)
    - 1) We will utilize a geotechnical engineering firm to characterize subsurface geologic conditions at selected boring locations to evaluate impacts to the project design and provide preliminary recommendations for the design and construction of the new roadway, bridge, and box culverts.
    - 2) Borings around the anticipated new bridge at Muddy Creek will be extended to depths of auger refusal on bedrock, which is anticipated to be within twenty feet below existing grade. These borings will be utilized to investigate deep foundation needs for the bridge.
    - 3) Borings along the roadway alignment will extend to depths of 15 to 40 feet below existing grade.
    - 4) Data obtained from the boring and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, identify subsurface conditions that will impact roadway and bridge design and construction, provide recommendations related to reuse of on-site materials during construction, recommendations for preparing structure and pavement subgrades, and provide preliminary recommendations for bridge and roadway design.
3. **Functional Design:** We will provide functional design documents in 11x17 format for the roadway corridor using the updated imagery, surface data, and environmental assessments. These documents will refine the scope of the design and provide an updated opinion of construction cost for use in planning, budgeting, and obtaining funding consideration for the roadway construction project. Documents are intended to provide the following:
- a. Design criteria for roadway elements consistent with SUDAS (Statewide Urban Design and Specification) Section 5C-1 based on the roadway functional classification and design speeds provided by the City of North Liberty and the City of Coralville.
  - b. Typical cross-sections for the roadway, sidewalks, and right-of-way grading.
  - c. Horizontal roadway alignment.
  - d. Locations and conceptual layout for future intersections.
  - e. Location for public and private utilities to be included in the roadway corridor.
  - f. Roadway plan and profile with grading limits and cut/fill estimates for the project.
  - g. Locations of retaining walls.

- h. Bridge and culvert options for Muddy Creek crossing and other stream crossings.
  - i. Acquisition – Preliminary layout of right-of-way acquisitions based upon available parcel and lot lines from GIS, and any located property corners.
  - j. Easement – Preliminary layout of temporary construction easements and permanent easements needed to facilitate construction (based upon grading limits).
  - k. Environmental – Identify areas of potential environmental impacts.
  - l. Cultural Resources – Identify areas of potential cultural resource impacts.
  - m. Muddy Creek Crossing – Evaluate the size, type, and length of bridge or other culvert options available to cross Muddy Creek with the proposed roadway concept.
4. **Cost Opinion:** Based on the results of the information gathered in this study, we will prepare an updated opinion of probable cost for the project.
  5. **Funding:** We will identify a list of potential funding sources that could be utilized by the City for the costs associated with this roadway construction project.
  6. **Project Coordination:** We will attend up to two joint city review meetings with North Liberty and Coralville staff and be available to present the functional design study results at one North Liberty and one Coralville city council meeting.

**CLIENT RESPONSIBILITIES:** It will be your responsibility to provide the following:

1. Provide access to sites owned by each respective public entity and obtain permission from owners of adjacent properties as needed for field work, including wetland and species evaluation, cultural resource evaluation, and geotechnical investigations.
2. Participation at coordination meetings and provide review comments of draft reports.
3. Schedule and conduct meeting(s) with property owners and public as deemed necessary.
4. Prepare and execute a 28E Agreement between North Liberty and Coralville to address shared responsibilities associated with the functional design project.

**SCHEDULE:** We will meet with staff from the City of North Liberty and the City of Coralville to develop a mutually agreeable project schedule that identifies milestones and expected durations for the field survey, field investigations and geotechnical work, and development of review milestones for the functional design, cost estimate, final report, and city presentation. Refer to attached preliminary project schedule for estimated durations for each functional design component.

**COMPENSATION:** We will provide the Scope of Services for the following fee:

Surveying and Base Mapping	\$ 23,000	Lump Sum
Environmental Services	\$ 16,500	Lump Sum
Phase I Cultural Resource Assessment	\$ 12,000	Lump Sum
Preliminary Geotechnical Investigation	\$ 13,500	Lump Sum
Functional Design	\$ 87,500	Lump Sum
Reimbursable Expenses	<u>\$ 500</u>	As incurred (estimated)
<b>Total</b>	<b>\$153,000</b>	

**ADDITIONAL SERVICES:** Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates. Services may include the following:

- Funding applications
- Permit application submittals to regulatory agencies
- Additional public meetings not shown in the scope of services
- Preliminary roadway plans and bridge plans
- Contaminated soils investigations
- Detailed hydrological and hydraulic analysis of Muddy Creek and its tributaries
- Storm sewer or sanitary sewer design
- Street lighting design and layout
- Subsurface utility investigations
- Traffic studies
- Easement and/or acquisition documents.

**AGREEMENT:** This proposal shall become the Agreement for Services when signed and dated by both parties. The attached **STANDARD TERMS AND CONDITIONS** are made a part of this proposal and Agreement for Services. Please return a signed copy to us.

**ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:**

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

JDB/bad

- Enc.: Standard Terms and Conditions  
 Forevergreen Road Corridor – 2013 Study – Concept D Preferred Alignment  
 Forevergreen Road Corridor – 2013 Study – Concept D Cost Opinion  
 Preliminary Project Schedule

SHIVE-HATTERY, INC.



\_\_\_\_\_  
 Josiah Bilskemper, P.E.  
 Project Manager

## STANDARD TERMS AND CONDITIONS

### **PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

*The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed Five Million Dollars (5,000,000). The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.*

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

### **INDEMNIFICATION**

*Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.*

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

### **HAZARDOUS MATERIALS - INDEMNIFICATION**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

### **STANDARD OF CARE**

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

### **BETTERMENT**

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

**RIGHT OF ENTRY**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

**PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

**TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

**INFORMATION PROVIDED BY OTHERS**

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

**UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

**CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.



**SHOP DRAWING REVIEW**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**CONSTRUCTION OBSERVATION**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

**OTHER SERVICES**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

**OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

**DISPUTE RESOLUTION**

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.



**EXCUSABLE EVENTS**

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

**ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**SEVERABILITY, SURVIVAL AND WAIVER**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

**GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

**EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [ 775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

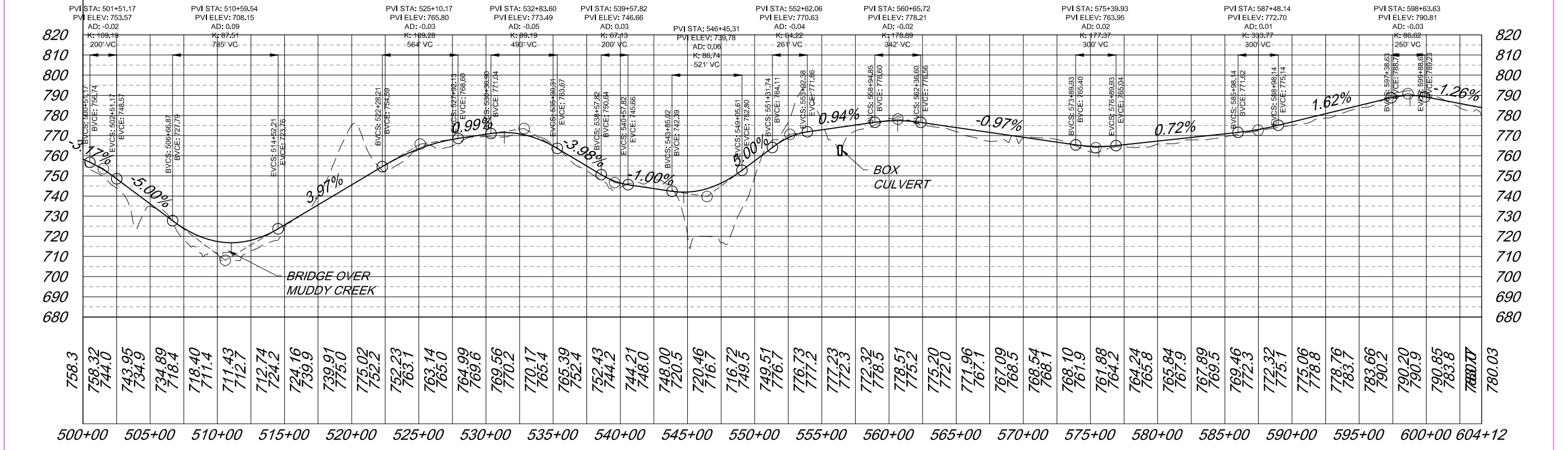
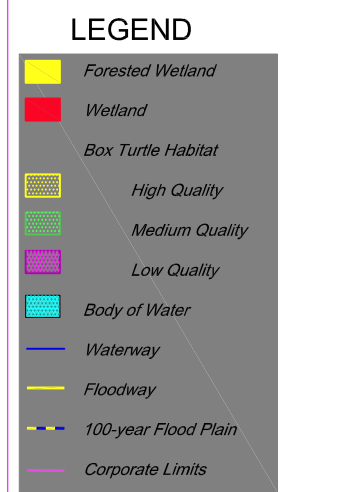
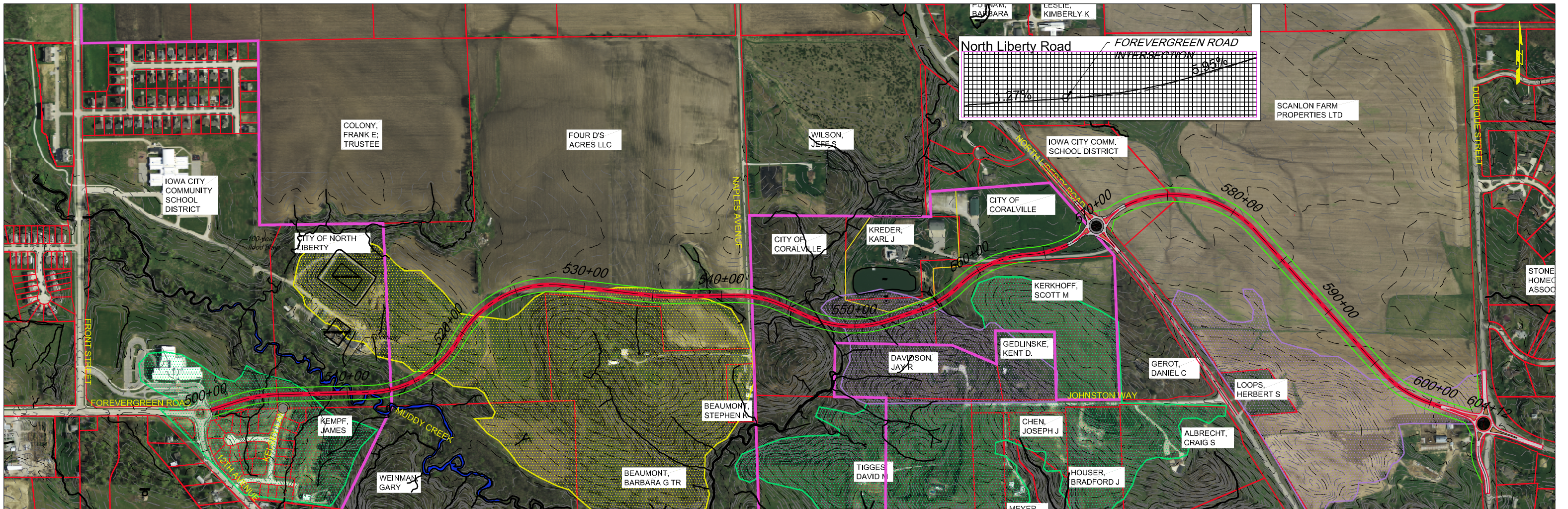
**COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

**ACCEPTANCE**

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.







**Forevergreen Road Corridor Preservation Study  
12th Avenue to Dubuque Street  
Coralville, Iowa & North Liberty, Iowa  
February 18, 2013**

**Concept D**

**Engineer's Order of Magnitude Construction Cost  
Conceptual Estimate of Quantities  
Project No. 2112370**

Item No	Description	Unit	Unit Price	Quantity	Cost
1	Earthwork, Class 10	CY	\$8	315,500	\$2,524,000
2	Crossroad Pipe Culverts	LF	\$55	1,400	\$77,000
3	Crossroad Box Culverts	LF	\$500	600	\$300,000
4	Bridge, Muddy Creek	LF	\$5,000	460	\$2,300,000
5	Subbase, Modified	CY	\$45	11,300	\$508,500
6	Longitudinal Subdrain and Outlets, 4"	LF	\$8	7,000	\$56,000
7	Pavement, 31' Width, With Curb	SY	\$45	30,800	\$1,386,000
8	Shared Use Trail, 10'	SY	\$45	11,600	\$522,000
9	Sidewalk, 5'	SY	\$40	5,800	\$232,000
10	Storm Sewer	LF	\$60	5,500	\$330,000
11	Storm Sewer Structures	EA	\$3,000	40	\$120,000
12	Wetland Mitigation	LS	\$500,000	1	\$500,000
13	Driveways, Intersections and Side Road Connections	LS	\$1,500,000	1	\$1,500,000
14	Traffic Control	LS	\$200,000	1	\$200,000
15	Street Lighting	LS	\$400,000	1	\$400,000
16	Mobilization	LS	\$350,000	1	\$350,000
<hr/>					
	Subtotal				\$11,300,000
	20% Contingency				\$1,100,000
<hr/>					
	Construction Subtotal				\$12,400,000

Notes

- 1 Unit prices reflect 2013 Construction estimates.
- 2 Bridge length based on Floodway Width
- 3 Construction cost only. Excludes, Property Acquisition, Survey, Environmental and Design Activities.

\*The Architect/Engineer, as a design professional familiar with the construction industry, has prepared this opinion of the Probable Cost of Construction. It is recognized, however, that neither the Architect/Engineer nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the Architect/Engineer cannot and does not warrant or represent which bids or negotiated prices will not vary from the Probable Cost of Construction.

**Forevergreen Road Extension Functional Design**  
*Preliminary Project Schedule – October 2023*

<b><u>Milestone</u></b>	<b><u>Date</u></b>
Approve Contract	October 24, 2023
Cities Obtain Permission for Private Property Field Work	November 1, 2023
Survey and Base Mapping	November - December 2023
Field Work – Cultural / Geotech / T&E + Bird Habitat	November – December 2023
Reporting – Cultural / Geotech / T&E + Bird Habitat	January – February 2024
Field Work – Wetland Determination	November – December 2023
Reporting – Wetland Determination	January – February 2024
Draft Submittal + Owner Review Meeting (Field Results / Alignment / Coordination Items)	May 2024
Field Work – Wetland Delineation	May – June 2024
Reporting – Wetland Delineation	June 2024
Final Draft Submittal + Owner Review Meeting	July 2024
Issue Functional Design Documents	August 2024
City Council Presentation	August or September 2024



**Resolution No. 2023-123**

**RESOLUTION APPROVING SERVICES AGREEMENT  
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-  
HATTERY, INC. FOR THE FOREVERGREEN ROAD EAST  
PROJECT**

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

**WHEREAS**, the City of North Liberty in cooperation with the City of Coralville desires to extend Forevergreen Road to the east of its current terminus; and

**WHEREAS**, the Cities of North Liberty and Coralville have previously funded the 2013 Forevergreen Road Corridor Preservation Study to evaluate multiple route options for such an extension; and

**WHEREAS**, Shive-Hattery, Inc. has presented a proposal for services that builds on the 2013 study to confirm the scope of components to be included in the roadway design, estimate project costs, identify environmental impacts, funding sources, and develop timelines for project design, review, bidding and construction; and

**WHEREAS**, the City of Coralville will bear or reimburse half of the costs of this service agreement pursuant to a 28E Agreement between the Cities;

**NOW, THEREFORE, BE IT RESOLVED** that the agreement presented by Shive-Hattery is approved for services relating to the Functional Design of the Forevergreen Road Extension.

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and ordered to execute the agreement with said engineering firm for the scope of work.

**APPROVED AND ADOPTED** this 24th day of October, 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



# **Water Tower Place**

**Resolution No. 2023-124**

**A RESOLUTION APPROVING THE ESCROW AGREEMENT FOR WATER TOWER PLACE BETWEEN THE CITY OF NORTH LIBERTY AND DAHNOVAN LAND DEVELOPMENT, LLC.**

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

**WHEREAS**, construction of subdivision improvements for Water Tower Place is nearing completion; and

**WHEREAS**, certain minor public improvements are not yet completed for the subdivision; and

**WHEREAS**, the City of North Liberty requires the installation of all public improvements to be completed or otherwise provided for prior to the issuance of any occupancy permit; and

**WHEREAS**, the estimate for completion of the unfinished improvements is \$19,675 and the developer has provided that amount to the City as surety for the completion of said improvements; and

**WHEREAS**, it is the parties' desire to agree and establish in writing their mutual understanding as set forth in the attached agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Escrow Agreement between the City of North Liberty and Dahnovan Land Development, LLC. is approved.

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

**APPROVED AND ADOPTED** this 24<sup>th</sup> day of October, 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



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

**ESCROW AGREEMENT**  
**WATER TOWER PLACE SUBDIVISION**

THIS ESCROW AGREEMENT is made this 19 day of October, 2023, by and between the City of North Liberty, Iowa ("City") and Dahnovan Land Development, L.L.C. ("Developer").

RECITALS

A. Developer and the City originally entered into a Developer's Agreement for Water Tower Place, located on the real estate described in the attached Exhibit A, (hereinafter the "Property") which is fully incorporated herein by this reference.

B. Pursuant to Section 3 of the Developer's Agreement, the Developer was required to complete certain site improvements at Developer's sole cost and expense, and subject to the City's prior approval thereof. The parties further acknowledge that the obligation to install public improvements is deemed a covenant running with the land and with title to the land.

C. All public improvements required under Section 3 have been installed by Developer except for items enumerated (the "Escrow Items") on the attached Exhibit B, which is fully incorporated herein by this reference.

D. As a condition of approving the Final Plat for Water Tower Place Subdivision, the City has required Developer to deposit Nineteen Thousand Six Hundred Seventy-five Dollars (\$19,675.00), (the "Escrow Amount") with the City in escrow pending Developer's obligation to complete the Escrow Items. The Escrow Amount represents the estimated costs to complete the Escrow Items, plus ten percent (10%).

F. In consideration of the City's release of its lien on the Property, Developer and City agree that the lien on the Property shall be transferred to and shall immediately attach to the escrow for this Property, and that this lien shall remain attached to the escrow until such time as the Escrow Item has been completed.

## TERMS AND CONDITIONS

In consideration of the Recitals and the mutual covenants set out below, it is agreed as follows:

1. Prior to the issuance of any occupancy permit, the Developer will deposit the Escrow Amount with the City to be held in escrow and disbursed to Developer upon completion of the Escrow Item in accordance with the plans approved by the City. The City shall provide a written receipt acknowledging receipt of the Escrow Amount.

2. The Escrow Items shall be constructed and installed by the Developer according to the plans and specifications approved by the City, who shall have the right to make occasional inspection of the work in progress. Such inspections shall not relieve or release the Developer from its responsibility to construct said Escrow Items in accordance with the approved plans and specifications. Further, said inspections shall not create a duty or warranty on the part of the City that the construction of said Escrow Items is in compliance with said plans and specifications.

3. Upon satisfaction of the terms as outlined in Paragraph 2, the City shall promptly distribute the Escrow Amount to the Developer.

4. After installation and acceptance by the City, the Developer, or the applicable homeowner's association, shall have the obligation for maintenance or management of said Escrow Items.

5. The Developer agrees to complete the construction and installation of the Escrow Items included on the attached Exhibit B on or before June 1, 2024 (the "Construction Deadline").

6. In the event Escrow Items are not completed by their associated Construction Deadline, the City may, but shall not be required to, use the Escrow Amount to complete the Escrow Item.

7. In the event the Escrow Amount is insufficient to pay for the Escrow Item, the Developer shall pay for the excess costs incurred.

8. Except as specifically provided above, nothing in this Agreement shall be construed to impose a requirement on the City to install the public improvement herein, nor shall the Developer be deemed to be acting as the City's agent during the construction and installation of the above-described improvement.

9. In the event of a dispute between the Developer and the City as to the satisfactory completion of the Escrow Items, the City may deposit the Escrow Amount with the Clerk of Court for the Johnson County District Court. Either party may thereafter make

application to the Court for distribution of such funds.

10. This Agreement shall not be considered a lien on the Property.

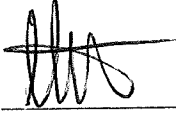
*[Signature Pages to Follow]*

[Signature Page to Escrow Agreement]

Dated this 19 day of July, 2023.

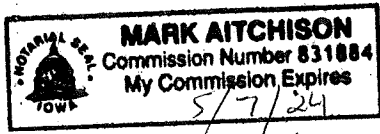
**DEVELOPER**

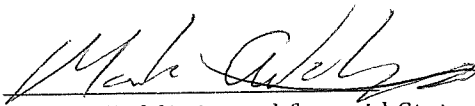
Dahnovan Land Development, L.L.C.

By:   
\_\_\_\_\_  
Ryan J. Abraham, Member/Manager

STATE OF IOWA, COUNTY OF JOHNSON: ss:

This instrument was acknowledged on the 19 day of October, 2023, before me, by Ryan J. Abraham, as Member/Manager of Dahnovan Land Development, LLC.



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

*[Signature Page to Escrow Agreement]*

**CITY OF NORTH LIBERTY, IOWA**

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

**ATTEST:**

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

STATE OF IOWA, COUNTY OF JOHNSON: 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: \_\_\_\_\_

EXHIBIT "A"  
Legal Description

BEGINNING at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Iowa; Thence N89°03'05"E, along the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, 133.08 feet, to the Northwest Corner of Auditor's Parcel 2005001, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 221 of the Records of the Johnson County Recorder's Office; Thence S00°57'28"E, along the West Line of said Auditor's Parcel 2005001, a distance of 320.00 feet, to the Southwest Corner thereof; Thence S56°58'36"E, along the South Line of said Auditor's Parcel 2005001, a distance of 78.59 feet, to the Southeast Corner thereof, and a Point on the West Line of West Lake Addition - Part Five A, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 40 of the Records of the Johnson County Recorder's Office; Thence Southwesterly, 742.36 feet, along said West Line, and the West Line of West Lake Addition - Part Five B, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 41 of the Records of the Johnson County Recorder's Office, on a 1042.50 foot radius curve, concave Southeasterly, whose 726.78 foot chord bears S19°27'37"W; Thence S00°56'23"E, along said West Line of West Lake Addition - Part Five B, 33.34 feet; Thence Southeasterly, 209.92 feet, along said West Line, on a 1042.50 foot radius curve, concave Northeasterly, whose 209.56 foot chord bears S06°42'30"E; Thence S12°28'36"E, along said West Line, 42.65 feet, to the Northeast Corner of The Villas at Liberty Executive Park - Part Six, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 157 of the Records of the Johnson County Recorder's Office; Thence S89°18'48"W, along the North Line of said The Villas at Liberty Executive Park - Part Six, a distance of 1302.77 feet, to the Northwest Corner thereof, and a Point on the East Right-of-Way Line of Interstate No. 380 NE; Thence N00°52'55"W, along said East Right-of-Way Line, 926.96 feet; Thence N07°47'01"E, along said East Right-of-Way Line, 385.07 feet, to the Southwest Corner of Auditor's Parcel 2004013, in accordance with the Plat thereof Recorded in Plat Book 47 at Page 86 of the Records of the Johnson County Recorder's Office; Thence N06°15'47"W, along the West Line of said Auditor's Parcel 2004013, a distance of 23.59 feet, to the Northwest Corner thereof, and the Southwest Corner of "Revised" Liberty's Gate Part Seven, North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 54 at Page 101 of the Records of the Johnson County Recorder's Office; Thence N89°25'32"E, along the South Line of said "Revised" Liberty's Gate Part Seven, and the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, a distance of 1271.02 feet, to the Point of Beginning. Said Water Tower Place contains 41.48 Acres, and is subject to easements and restrictions of record.



Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

October 19, 2023

Ryan Rusnak  
 North Liberty Planning  
 3 Quail Creek Circle  
 North Liberty, IA 52317

**EXHIBIT B**

**RE: Engineer's Opinion of Probable Cost – Water Tower Place**

Dear Mr. Rusnak,

I am writing this letter to give an opinion of the remaining cost for work to be completed at Water Tower Place. Per as-builts and site visits we've established the following outstanding items.

Item	Description	UNIT	Total Cost
1	Adjust structure rims in paving	NA	\$3,000
2	Street pavement	NA	\$4,000
3	Install street signage (13) total	\$425.00	\$5,525
4	Update As-builts	NA	\$1,000
5	ADA ramp replacement	1	\$2,000
	<b>Totals</b>	1	<b>\$15,525</b>
	<b>ENG/MGMT/ADMIN</b>	15%	<b>\$2,350</b>
	<b>Totals</b>		<b>\$17,875</b>
	<b>10% (PER CODE)</b>	10%	<b>\$1,800</b>
	<b>TOTAL ESCROW</b>		<b>\$19,675</b>

Respectfully submitted,

Chris A. Thompson, P.E.  
 MMS Consultants, Inc.

**Resolution No. 2023-125**

**RESOLUTION APPROVING THE FINAL PLAT FOR WATER TOWER PLACE IN NORTH LIBERTY, IOWA**

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

**WHEREAS**, the owner, Dahnovan Land Development, LLC, has filed with the City Clerk a final plat for the property described in Exhibit A, which is attached hereto and made a part hereof;

**WHEREAS**, said real estate is owned by the above-named parties and the subdivision is being made with the free consent and in accordance with the desires of the owners;

**WHEREAS**, said final plat is found to conform with Chapter 354 of the Code of Iowa and ordinances of the City of North Liberty;

**WHEREAS**, the installation of public improvements serving the property has been provided for in accordance with the terms of the Developer's Agreement for Water Tower Place.

**NOW, THEREFORE, BE IT RESOLVED** that the final plat Water Tower Place is hereby approved and accepted.

**APPROVED AND ADOPTED** this 24th day of October, 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



# FINAL PLAT WATER TOWER PLACE NORTH LIBERTY, JOHNSON COUNTY, IOWA

<b>LOCATION</b>	<b>SUBDIVIDER</b>
A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, ALL OF TOWNSHIP 30 NORTH, RANGE 7 WEST OF THE 5TH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA	EDWARD R. HODGSON 1800 LINCOLN LANE NORTH LIBERTY, IA 52317
<b>LAND SURVEYOR</b>	<b>SUBDIVIDER'S ATTORNEY</b>
RICHARD R. NOWOTNY, P.L.S. 1817 SOUTH COLBERT STREET IOWA CITY, IOWA 52242 PHONE: 319-351-8282	SAMUEL ARGILL 44 STUBBS CORNER DRIVE IOWA CITY, IA 52241
<b>DATE OF SURVEY</b>	<b>ENGINEER FOR OR CORNER</b>
09-24-2023	JOHNSON COUNTY DEVELOPMENT, LLC 1800 LINCOLN LANE NORTH LIBERTY, IA 52317
<b>FOR COUNTY RECORDS' USE</b>	<b>DOCUMENT RETURN INFORMATION</b>
	LAND SURVEYOR

<b>FOUND PROPERTY MONUMENTATION TABLE</b>
DESCRIPTION
FOUND 5" FIBER W/ YELLOW PLASTIC L.S. CAP #165
FOUND 5" FIBER W/ YELLOW PLASTIC L.S. CAP #165
FOUND 5" FIBER W/ L.S. CAP
FOUND RIGHT-OF-WAY TIE

<b>AREA SUMMARY TABLE</b>
T1A - T1A AREA AREA IN ROW
58-5E SEC 10 38.37 ACRES 3.82 ACRES
58-5E SEC 11 1.81 ACRES 0.28 ACRES
TOTAL 41.48 ACRES 4.11 ACRES

<b>EASEMENT IDENTIFICATION TABLE</b>
DESCRIPTION
15' WIDE PUBLIC UTILITY EASEMENT
20' WIDE DRAINAGE EASEMENT
20' WIDE DRAINAGE EASEMENT (CENTERED)
20' WIDE DRAINAGE EASEMENT
20' WIDE SANITARY SEWER EASEMENT (CENTERED)
24' WIDE ACCESS AND UTILITY EASEMENT
EASTING 1/2 WATERMAIN EASEMENT (BOOK 4025 AT PAGE 57-58)
15' WIDE PUBLIC UTILITY EASEMENT
15' WIDE DRAINAGE EASEMENT
30' WIDE STORM SEWER AND LANDSCAPE EASEMENT
MANAGEMENT EASEMENT
20' WIDE STORM SEWER EASEMENT
30' WIDE PUBLIC UTILITY EASEMENT
EASTING 1/2 TILE LINE EASEMENT (BOOK 1048 AT PAGE 189)

<b>LEGEND AND NOTES</b>
<p>UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDS</p>

<b>LINE SEGMENT TABLE</b>
LINE LENGTH BEARING
L1 24.45 S215°55'59"W
L2 12.23 S215°55'59"W
L3 29.07 S72°34'24"W
L4 22.50 S72°34'24"W
L5 63.13 S154°22'58"W
L6 19.89 N00°32'30"E
L7 13.73 N33°24'24"E
L8 15.00 N00°32'30"E
L9 45.50 S88°18'30"W
L10 71.99 S00°00'00"E
L11 13.97 S33°31'24"W
L12 47.50 N43°34'24"E
L13 28.76 N83°23'22"E

<b>CURVE SEGMENT TABLE</b>
CURVE DELTA RADIUS LENGTH TANGENT CHORD BEARING
C1 137°12'16.00" 145.00' 145.00' 78.47' 139.36' S07°30'20"E
C2 133°32'47" 230.00' 230.00' 56.11' 232.67' S82°30'00"E
C3 74°50'01" 20.00' 20.00' 15.34' 24.33' S82°30'00"E
C4 81°10'04" 230.00' 24.00' 15.81' 234.83' S88°39'30"E
C5 133°52'54" 330.00' 183.00' 29.81' 306.75' S73°46'30"E
C6 161°14'04" 30.00' 30.00' 18.21' 23.83' S24°22'30"E
C7 340°10'17" 170.00' 11.44' 5.67' 11.33' S81°30'30"E
C8 200°00'00" 20.00' 20.00' 20.00' 0.00' S17°00'00"E
C9 335°52'54" 270.00' 156.51' 81.21' 156.07' S72°46'30"E
C10 225°14'04" 20.00' 20.00' 20.00' 0.00' S17°00'00"E
C11 383°24'48" 20.00' 20.00' 18.00' 27.82' S45°00'00"E
C12 182°14'04" 20.00' 20.00' 18.21' 23.83' S24°22'30"E
C13 340°10'17" 170.00' 11.44' 5.67' 11.33' S81°30'30"E
C14 340°10'17" 170.00' 11.44' 5.67' 11.33' S81°30'30"E
C15 202°14'04" 20.00' 20.00' 18.21' 23.83' S24°22'30"E
C16 212°24'48" 20.00' 20.00' 18.21' 23.83' S24°22'30"E
C17 225°14'04" 20.00' 20.00' 18.21' 23.83' S24°22'30"E
C18 325°14'04" 20.00' 20.00' 18.21' 23.83' S24°22'30"E
C19 325°14'04" 20.00' 20.00' 18.21' 23.83' S24°22'30"E
C20 335°52'54" 270.00' 156.51' 81.21' 156.07' S72°46'30"E
C21 335°52'54" 270.00' 156.51' 81.21' 156.07' S72°46'30"E
C22 133°52'54" 330.00' 183.00' 29.81' 306.75' S73°46'30"E
C23 80°00'00" 32.00' 50.27' 32.00' 45.25' S45°24'30"E
C24 133°52'54" 330.00' 183.00' 29.81' 306.75' S73°46'30"E

**DESCRIPTION - WATER TOWER PLACE**

Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 30 North, Range 7 West, of the 5th Principal Meridian, North Liberty, Iowa; Thence N89°03'05" E, along the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, 133.08 feet, to the Northeast Corner of Auditor's Parcel 2005000, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 22 of the Records of the Johnson County Recorder's Office; Thence S00°57'28" E, along the West Line of said Auditor's Parcel 2005000, a distance of 320.00 feet, to the Southwest Corner thereof; Thence S48°38'30" E, along the South Line of said Auditor's Parcel 2005000, a distance of 78.59 feet, to the Southeast Corner thereof, and a Point on the West Line of West Lake Addition - Part Five A, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 40 of the Records of the Johnson County Recorder's Office; Thence Southwesterly, 742.36 feet, along said West Line, and the West Line of West Lake Addition - Part Five B, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 41, of the Records of the Johnson County Recorder's Office, on a 1042.50 foot radius curve, concave Southeasterly, whose 748.78 foot chord bears S19°27'37" W; Thence S00°56'27" E, along said West Line of West Lake Addition - Part Five B, 33.34 feet; Thence Southwesterly, 209.26 feet, along said West Line, on a 1042.50 foot radius curve, concave Southeasterly, whose 209.66 foot chord bears S06°42'30" E; Thence S12°28'36" E, along said West Line, 42.65 feet, to the Northeast Corner of The Villas at Liberty Executive Park - Part Six, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 157 of the Records of the Johnson County Recorder's Office; Thence S89°18'48" W, along the North Line of said The Villas at Liberty Executive Park - Part Six, a distance of 1302.77 feet, to the Northwest Corner thereof, and a Point on the East Right-of-Way Line of Interstate 80, NB, Thence N00°52'55" W, along said East Right-of-Way Line, 526.95 feet; Thence N07°47'01" E, along said East Right-of-Way Line, 385.07 feet, to the Southwest Corner of Auditor's Parcel 2004013, in accordance with the Plat thereof Recorded in Plat Book 47 at Page 85 of the Records of the Johnson County Recorder's Office; Thence N85°15'10" W, along the West Line of said Auditor's Parcel 2004013, a distance of 23.59 feet, to the Southwest Corner thereof, and the Southwest Corner of said "Revised" Liberty's Gate Part Seven; Thence N89°23'27" E, along the South Line of said "Revised" Liberty's Gate Part Seven, and the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, a distance of 1271.02 feet, to the Point of Beginning; Said Water Tower Place contains 41.48 acres, and is subject to easements and restrictions of record.



I hereby certify that this 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.

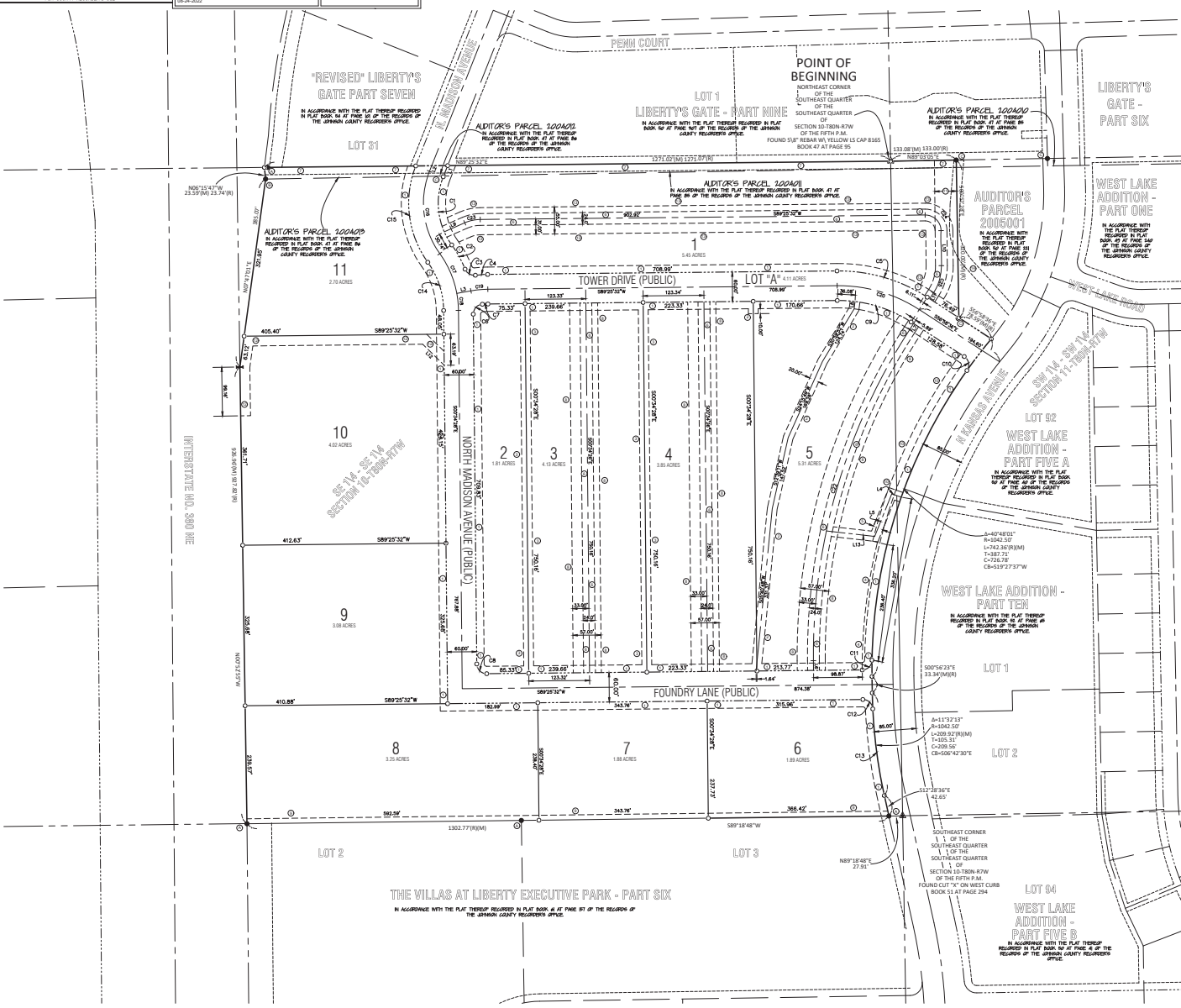
My license renewal date is December 31, 20... ..

Pages or sheets covered by this seal:

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20... ..

Notary Public, in and for the State of Iowa.

<b>PLAT/PLAN APPROVED BY:</b>	CITY OF NORTH LIBERTY
<b>CITY CLERK:</b>	DATE:
<b>UTILITY EASEMENTS APPROVED BY:</b>	DATE:
<b>MEMORANDUM APPROVED BY:</b>	DATE:
<b>JOHNSON COUNTY REC.:</b>	DATE:
<b>SOUTH SLOPE COOPERATIVE TELEPHONE CO.:</b>	DATE:



41.48 AC



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1817 S. GILBERT ST.  
IOWA CITY, IOWA 52243  
(319) 351-8282  
www.mmsconsultants.net

<b>Date</b>	<b>Revision</b>
04-07-2023	PER RRM REVIEW - RLW
10-03-2023	LOT 7 REVISED - RLW
10-18-2023	REDESIGN PER CITY COMMENTS - JRM

FINAL PLAT

WATER TOWER PLACE

NORTH LIBERTY JOHNSON COUNTY IOWA

MMS CONSULTANTS, INC.  
Date: 09-05-2023  
Designed by: KJB Field Book No: 350  
Drawn by: RLW Scale: 1"=100'  
Checked by: RBL Sheet No:  
Project No: 1  
IOWA CITY  
11030-005 of 1


C:\11030\11030-005\11030-005F.dwg 10/2/2023 1:00:42 PM CDT

# WATER TOWER PLACE M.L.O. EXHIBIT

MINIMUM LOW OPENING	
LOT NUMBER	MLO
1	786.25
2	SEE NOTE
3	SEE NOTE
4	SEE NOTE
5	SEE NOTE
6	782.00
7	---
8	---
9	---
10	795.25
11	795.25

**MLO NOTES:**

1. INTERIOR LOTS (2, 3, 4, & 5) HAVE MLO ELEVATIONS THAT VARY FROM NORTH TO SOUTH AND THEREFORE A FINAL MLO FOR EACH UNIT WITHIN THE LOT WILL BE ESTABLISHED AND SUBMITTED FOR FINAL REVIEW AND APPROVAL WITH THE SITE PLAN FOR EACH LOT.
2. LOTS 7, 8, & 9 DO NOT REQUIRE MLO ELEVATIONS.

 <p style="font-size: small; text-align: center;">SEAL</p>	<p style="font-size: x-small;">I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p style="text-align: right; margin-right: 20px;"><i>C.A. Thompson</i>      10-19-20<u>23</u></p> <p style="font-size: x-small;">CHRISTOPHER A. THOMPSON,      P.E. Iowa Lic. No. 25323</p> <p style="font-size: x-small;">My license renewal date is December 31, 20<u>24</u>.</p> <p style="font-size: x-small;">Pages or sheets covered by this seal: THIS SHEET</p>
---	---

Designed by: CAT	Scale:
Drawn by: CAT	Date: 10-19-2023
Checked by: CAT	Project No: 11030-005

MLO EXHIBIT

WATER TOWER PLACE

JOHNSON, IOWA

MMS CONSULTANTS, INC.

IOWA CITY, IOWA 52240  
(319) 351-8282  
www.mmsconsultants.net



Field Book No: FIELDBOOK	Date
	Revision



# **Additional Information**



To North Liberty Mayor and City Council Members  
CC Ryan Heiar, City Administrator  
From Brian Platz, Fire Chief  
Date October 19<sup>th</sup>, 2023  
Re Fire Department Report to Council – October 2023

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#### Records Management System:

Staff continues to successfully transition to our new records management system. This change was initiated due to a buy out of our previous platform. The direction of the new vendor did not fit our needs so we identified a new program that would allow us additional day-to-day efficiencies and operational tools.

The highlights include an inventory system for all fire department equipment, truck maintenance requests, GIS data points, personnel database, fire inspection occupancy database, fire incident reporting, patient care reporting, fire incident preplanning, etc. Unfortunately, this comes with a great deal of work on the front end, which we are amid. All our existing information must be programmed or migrated into the new system. We are stepping through the process to ensure that we eat the elephant one bite at a time.

#### Strategic Planning:

A community survey was conducted during the month of September that will provide the department with information related to how our community sees us. With 180 respondents, we're in the process of categorizing and scoring the commentary to make it more useful. We will now turn our attention to scheduling internal stakeholder meetings that will reveal deficiencies. We will then craft a plan to address concerns and weaknesses. We're looking forward to creating a plan that will ultimately make us more effective and allow us to provide a better service.

#### Insurance Services Organization Evaluation:

The department was recently made aware that we will undergo an evaluation by the Insurance Services Organization (ISO). This evaluation looks at fire protection, water distribution, and communications systems for fire service agencies across the country. The rating received by this organization will feed into insurance rates that affect insurance costs throughout our community, dependent upon the specific insurance carrier. The fire and water departments are in the process of gathering information for the evaluation, which is scheduled to take place on November 14th.

The last evaluation took place in 2017 and our score was 60.04 out of 105.5 points. We were rated as a Class 4 on the scale of 1 to 10, with Class 1 being the best. As a comparison, Iowa City is a class 2, Coralville is a class 2, and Solon is a class 4. Our past evaluation showed low scores in training, staffing, deployment, and preplanning. While we have more work ahead of us, we've made improvements in these areas since the last evaluation and expect a more favorable score.



# North Liberty Fire Department 2023 Monthly/YTD Response Report

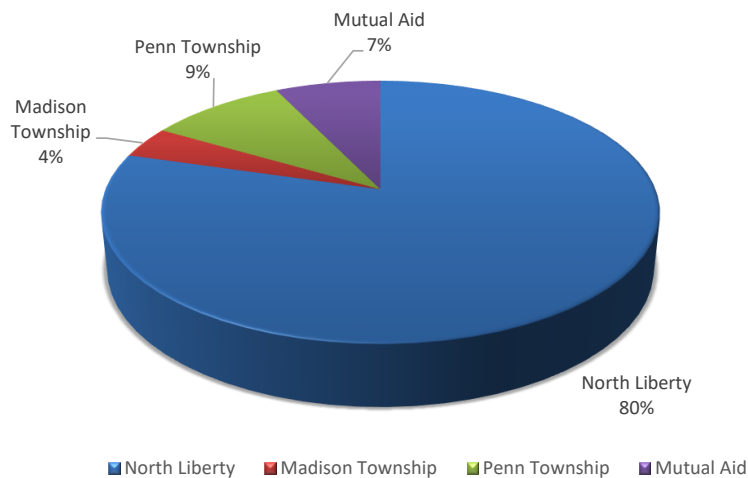
## North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	110	96	112	117	120	125	120	123	102				1025	79.52%
Madison Township	5	5	4	3	12	6	5	6	4				50	3.88%
Penn Township	13	7	15	9	19	24	12	12	10				121	9.39%
Mutual Aid	9	6	12	14	8	13	15	6	10				93	7.21%
<b>Total Responses</b>	<b>137</b>	<b>114</b>	<b>143</b>	<b>143</b>	<b>159</b>	<b>168</b>	<b>152</b>	<b>147</b>	<b>126</b>				<b>1289</b>	

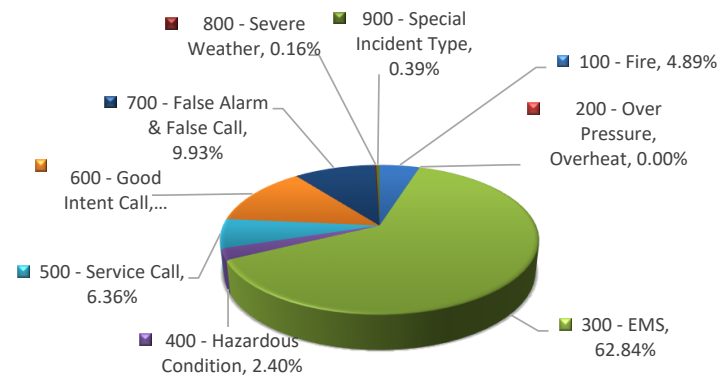
## North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	2	1	4	13	11	14	10	6	2				63	4.89%
200 - Over Pressure, Overheat														0.00%
300 - EMS		84	93	89	94	99	95	88	83				810	62.84%
400 - Hazardous Condition	3		4	1	4	5	9	1	4				31	2.40%
500 - Service Call	13	4	8	10	15	7	1	15	9				82	6.36%
600 - Good Intent Call	19	15	18	14	16	25	21	19	21				168	13.03%
700 - False Alarm & False Call	14	10	14	15	18	17	15	18	7				128	9.93%
800 - Severe Weather			2										2	0.16%
900 - Special Incident Type	1			1	1	1	1						5	0.39%
<b>Total Responses</b>	<b>137</b>	<b>114</b>	<b>143</b>	<b>143</b>	<b>159</b>	<b>168</b>	<b>152</b>	<b>147</b>	<b>126</b>				<b>1289</b>	

2023 District Responses YTD  
(Rounded Percentage)



2023 Type of Incidents YTD  
(Percentage)

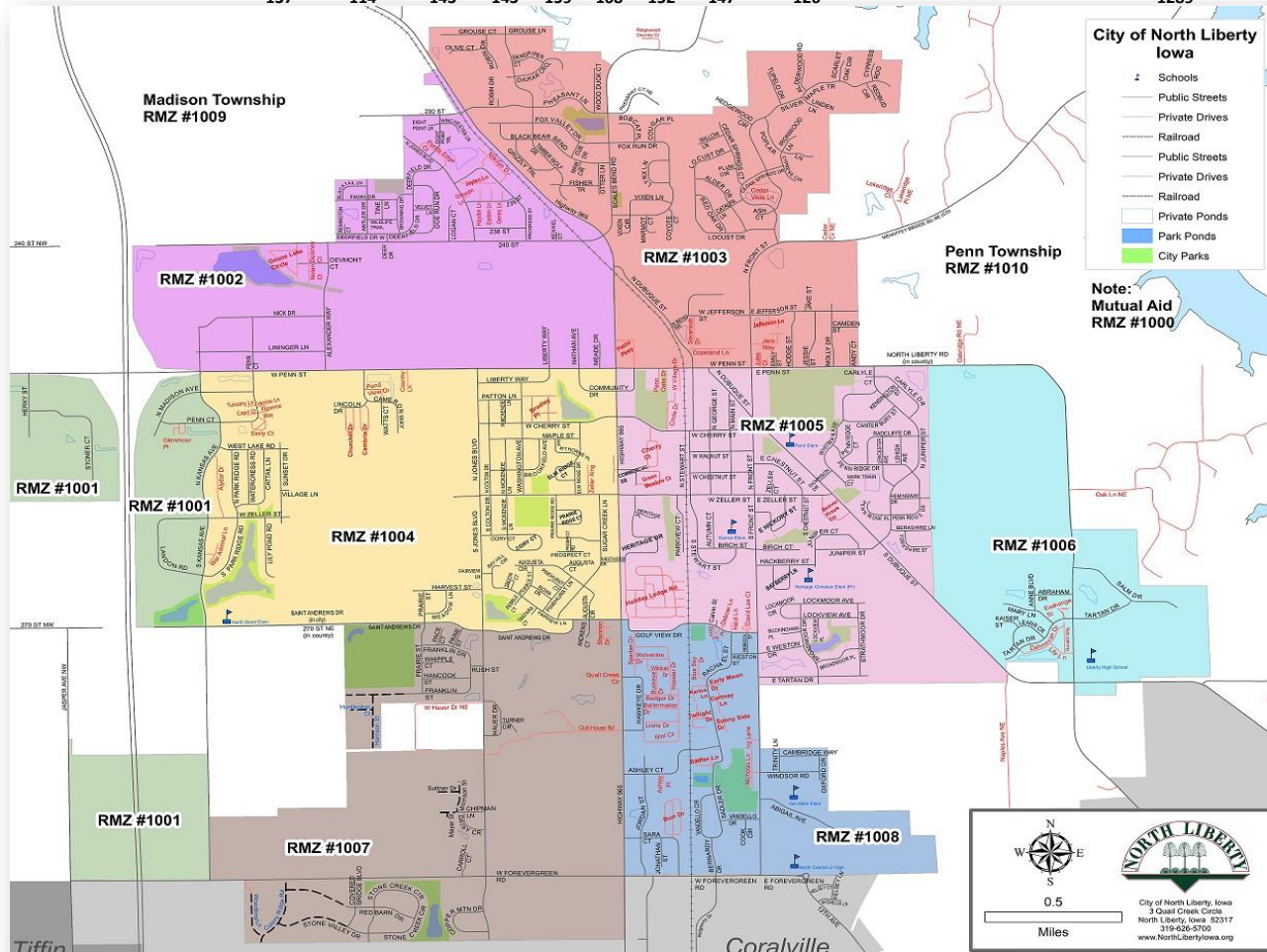




# North Liberty Fire Department 2023 Monthly/YTD Response Report

## North Liberty Fire Department Responses By Risk Management Zone

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
1000 - Mutual Aid	9	6	12	14	8	13	15	6	10				93	7.21%
1001 - City of North Liberty	4	5		1	3	5	5	3	3				29	2.25%
1002 - City of North Liberty	10	7	11	7	8	7	8	10	13				81	6.28%
1003 - City of North Liberty	16	17	20	14	20	24	21	21	18				171	13.27%
1004 - City of North Liberty	24	16	21	27	11	26	26	22	18				191	14.82%
1005 - City of North Liberty	27	19	29	30	26	32	30	32	19				244	18.93%
1006 - City of North Liberty	1	2	2	3	1	1	2	1	1				14	1.09%
1007 - City of North Liberty	14	16	13	15	27	17	11	20	13				146	11.33%
1008 - City of North Liberty	14	14	16	20	24	13	17	14	17				149	11.56%
1009 - Madison Township	5	5	4	3	12	6	5	6	4				50	3.88%
1010 - Penn Township	13	7	15	9	19	24	12	12	10				121	9.39%
<b>TOTAL</b>	<b>137</b>	<b>114</b>	<b>143</b>	<b>143</b>	<b>159</b>	<b>168</b>	<b>152</b>	<b>147</b>	<b>126</b>				<b>1289</b>	







# North Liberty Fire Department 2023 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
<b>Total Responses for Month</b>	137	114	143	143	159	168	152	147	126	0	0	0	1289	
Average Responders per Incident (Including Members at Station)	5.2	5.4	5.8	5.5	5.5	5.2	5.3	4.6	4.6				5.2	
# Incidents with 2 or less Responders	8	7	14	5	9	5	0	12	7				67	
% Incidents with 2 or less Responders	5.8%	6.1%	9.8%	3.5%	5.7%	3.0%	0.0%	8.2%	5.6%				5.2%	
# Incidents with No NLFD Response	0	0	0	0	0	0	0	0	0					
<b># Incidents Cancelled Enroute or Prior to Arrival</b>	12	9	9	7	14	18	19	12	14				114	8.84%
# Incidents Cancelled by JCAS	0	0	0	1	3	2	3	0	1				10	8.77%
# Incidents Cancelled by JECC	4	1	3	1	3	4	6	6	5				33	28.95%
# Incidents Cancelled by Law Enforcement	3	4	3	2	5	6	4	3	2				32	28.07%
# Incidents Cancelled by Fire Department	5	4	3	3	3	5	6	2	5				36	31.58%
# Incidents Cancelled due to Being on Another Response						1		1	1				3	2.63%

## 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
<b>Total Emergent (Lights &amp; Sirens) Responses for Month</b>	92	79	92	92	105	118	114	94	86				
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	31	41	32	8	3	10	9	5	6				
# of Incidents with Turnout Time 2 Minutes or Less - Part-Time	22	12	20	7	9	10	9	9	6				
# of Incidents with Turnout Time 2 Minutes or Less - Full-Time			5	48	56	98	59	44	52				
# of Incidents with Turnout Time 2 Minutes or Less - Total	53	53	57	63	68	71	77	58	64				
% Incidents with Turnout Time 2 Minutes or Less	57.6%	67.1%	62.0%	68.5%	64.8%	60.2%	67.5%	61.7%	74.4%				
90th Percentile Turnout Time - (Minutes) Part-Time	2:19	2:52	2:05	2:45	2:31	3:26	3:19	2:55	2:42				2:48
90th Percentile Turnout Time - (Minutes) Paid Per Call	3:43	3:46	3:40	2:44	2:58	3:13	2:42	3:08	2:37				3:17

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

## North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1	1	5	4		3	2	1	3				20	1.55%
Auto Aid - Iowa City (52003)	1	1	1				2	1	1				7	0.54%
Auto Aid - Solon (52008)	2	1	4	2	1	2	4		1				17	1.32%
Auto Aid - Swisher (52009)	4	1		3	5	5	4	3	4				29	2.25%
Auto Aid - Tiffin (52010)		1	1	4	2	2	2	1					13	1.01%
Mutual Aid - Other Fire Departments	1	1	1	1		1			1				6	0.47%
<b>Total Responses</b>	9	6	12	14	8	13	14	6	10	0	0	0	92	7.14%

## North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	2	1	3	3	3	3		3	2				20	1.55%
Auto Aid - Iowa City (52003)		1		1									2	0.16%
Auto Aid - Solon (52008)	3	1	3	4	2	3	1	4	2				23	1.78%
Auto Aid - Swisher (52009)	2	1	1	2	4	2	2	2	3				19	1.47%
Auto Aid - Tiffin (52010)	1		1	2	1	1	1	1	1				9	0.70%
Mutual Aid - Other Fire Departments													0	0.00%
<b>Total Responses</b>	8	4	8	12	10	9	4	10	8	0	0	0	73	5.66%