



**North Liberty City Council  
Regular Session  
February 27, 2024**



# **City Administrator Memo**



To **Mayor and City Council**  
From **Ryan Heiar, City Administrator**  
Date **February 23, 2024**  
Re **City Council Agenda February 27, 2024**

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### Consent Agenda

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

- City Council Minutes (02/13/24)
- Claims
- Liquor License Renewal - Jalapeno
- Change Order #3, City Hall Project, City Construction, \$23,429.00
- Pay Application #12, City Hall Project, City Construction, \$245,300.82

### Meetings & Events

Tuesday, Feb 27 at 6:30p.m.  
City Council

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

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

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

### West Penn Street Improvement Project

The first of three items on this agenda related to the West Penn Street Project is the award of contract. The City received ten bids for this project, ranging from \$942K to \$1.17million. The low bid was submitted by Peterson Contractors, Inc. in the amount of \$942,568.50, nearly \$170k less than the engineer’s estimate. Staff recommends acceptance of the bid and approval of the contract with PCI.

The City, in conjunction with Johnson County, is acquiring certain right-of-way needed for the West Penn Street Improvement Project, some of which is subject to an existing transmission line easement held by CIPCO. Shive-Hattery is the engineer for the project, and has worked with engineers from CIPCO to identify practices and limits to ensure that the project will not interfere with CIPCO’s assets, and to clarify the respective rights of the parties. Staff recommends approval.

The City has previously approved the acquisition of property necessary for the West Penn Street Public Improvement project, pursuant to a 28E agreement with Johnson County. The City has reached an agreement with the Rarick Family, in the amount of \$15k, for the acquisition of that portion of their property necessary for the project. The City will be reimbursed by Johnson County for more than 50% of the acquisition costs of these particular property interests. Staff recommends approval.

## Johnson County Dive Team 28E

The police department has represented the City on the Johnson County Dive Team for 10-years. At that time, NLPD was the only law enforcement agency in the county participating on the team; however, various other law enforcement agencies have joined since. The North Liberty officer serving on the team, who was a high school swimmer and comfortable in water, has recently retired from the team. No other members of the department have expressed interest in serving on this team. Further this is not a position that can be assigned to just anyone as the individual must have a high level of comfort in water. Additionally, the FD does not have staff capacity to assist the team. Staff recommends discontinuing participation in the agreement at this time and revisiting the subject should an officer or firefighter express interest down the road.

## Middle Iowa Water Management Association

Staff is proposing to act as the fiscal agent for the Middle Iowa Water Management Association, of which the City is a member. In accordance with the proposed MOU, the City would accept and hold grant funds in the amount of \$91k, and disburse those funds as approved by the association. As one of the larger entities in this association, the City can offer this service with minimal impact on staff workload. Staff recommends approval of the MOU.

## Centennial Park Play Yard Naming Agreement

The Watts Family has pledged \$250,000 to the Centennial Park Next Stage Project. The naming agreement, which is consistent with the City's naming policy, outlines a 20-year, \$20,833.33 annual contribution in exchange for a naming opportunity for the Play Yard. The City is grateful for the support of the Watts Family, and staff recommends approval of the agreement.

## Water Tower Place

In October of 2023, the City approved the final plat and an escrow agreement for the Water Tower Place subdivision. Public improvements for the subdivision have been installed in accordance with City Code, and the City is obligated to formally accept those improvements. Staff recommends approval.

## Speed Zones Ordinance Update, Second Reading

Staff has identified several areas of opportunity to improve and modernize the City's speed zone ordinance. The proposed amendment adopts best practices which improve transparency for the public and provide additional clarity for maintenance and

enforcement. The amendment as proposed includes only one change in existing speed limits: reducing the 45-mph speed zone on Dubuque Street between Centro Way and Ranshaw Way to 35 mph, in accordance with the recommendation of the City's Traffic Safety Committee. Staff recommends approval.



# **Agenda**



**CITY COUNCIL**

February 27, 2024

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, February 13, 2024
  - B. Liquor License Renewal, Jalapeno
  - C. City Hall Project, City Construction, Change Order Number 3, \$23,429.00
  - D. City Hall Project, City Construction, Pay Application Number 12, \$245,300.82
  - E. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
  - A. International Women's Day and Women's History Month
9. Council Reports
10. West Penn Street Project
  - A. Resolution Number 2024-23, A Resolution approving Permanent Right of Way Easement and Temporary Construction Easement Agreements between Theola K. Rarick, the John P. Rarick Family Trust, Clint Rarick, and the City of North Liberty
  - B. Resolution Number 2024-24, A Resolution approving the Memorandum of Understanding between Central Iowa Power Cooperative, City of North Liberty, and Johnson County for the West Penn Street Improvements Project
  - C. Resolution Number 2024-25, A Resolution accepting the bid and authorizing execution of the contract for the West Penn Street Improvements, Project, North Liberty, Iowa

11. Johnson County Dive Team 28E
  - A. Discussion and possible action on withdrawal from the 28E
  
12. Middle Iowa Water Management Association
  - A. Resolution Number 2024-26, A Resolution approving the Memorandum of Understanding between the City of North Liberty and Johnson County for Middle Iowa Watershed Management Authority
  
13. Centennial Park Play Yard Naming Agreement
  - A. Resolution Number 2024-27, A Resolution approving the Naming Rights Agreement between the City of North Liberty and Watts Family Foundation that establishes the terms and conditions under which a sponsorship for Centennial Park Next Stage Park Project will be provided
  
14. Water Tower Place
  - A. Resolution Number 2024-28, A Resolution accepting public improvements for Water Tower Place Subdivision in North Liberty, Iowa
  
15. Speed Zones
  - A. Second consideration of Ordinance Number 2024-01, An Ordinance amending Chapter 62 of the North Liberty Code of Ordinances to update speed violation citation criteria and the locations of special speed zones
  
16. Old Business
  
17. New Business
  
18. Adjournment





# **Consent Agenda**



**City Council**  
February 13, 2024  
Regular Session

**Call to order**

Mayor Hoffman called the February 13, 2024, Regular Session of the North Liberty City Council to order at 6:00 p.m. in Council Chambers at 1 Quail Creek Circle. Councilors present: Brian Leibold, Paul Park, Erek Sittig, Brent Smith, and Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Josiah Bilskemper, Quanda Hood, Dr. Chris Barnum, Chief Diane Venenga, and other interested parties.

**Approval of the Agenda**

Sittig moved; Park seconded to approve the agenda. The vote was all ayes. Agenda approved.

**Consent Agenda**

Smith moved, Wayson seconded to approve the Consent Agenda including the City Council Minutes, Regular Session January 23, 2024; City Hall Project, City Construction, Pay Application Number 11, \$435,036.79; 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 the Streets & Maintenance Facility Interior Remodel has kicked off and is going well per Michael Pentecost.

**City Administrator Report**

City Administrator Heiar reported that ECICOG will be facilitating the City's Strategic Planning and Goal Setting Session this year. He asked about planning Spring Break travel. A meeting will be held as usual. The City Hall Project construction is ahead of schedule, but furniture is slightly delayed. There is a potential to be in the new building for the second meeting in April.

**Mayor Report**

Mayor Hoffman reported he attended the ECICOG and JECC meetings. Mayor Hoffman proclaimed February as Black History Month. Quanda Hood spoke regarding the proclamation.

**Council Reports**

Councilor Wayson attended the MPOJC meeting. Councilor Sittig attended the MPOJC meeting, Johnson County Affordable Housing Coalition meeting, and First Friday Coffee at MidWestOne. He participated in the 5Kish Glow Run. Councilor Park reported that Friday night is North Liberty

Night at the Heartlanders game. Councilor Leibold is participating in the Municipal Leadership Academy. He enjoyed Beat the Bitter.

### **Police Traffic Study**

Dr. Chris Barnum presented research data on disproportionality in traffic stops. Council discussed the report with Dr. Barnum.

### **Speed Zones**

Mayor Hoffman opened the public hearing regarding the proposed amendments to Chapter 62, General Traffic Regulations, of the North Liberty Code of Ordinances at 7:23 p.m. No oral or written comments were received. The public hearing was closed at 7:23 p.m.

Wayson moved, Sittig seconded to approve the first consideration of Ordinance Number 2024-01, An Ordinance amending Chapter 62 of the North Liberty Code of Ordinances to update speed violation citation criteria and the locations of special speed zones. The vote was: ayes – Leibold, Sittig, Park, Wayson, Smith; nays – none. Motion carried.

### **1085 Liberty Way Preliminary Site Plan**

Rusnak reported that staff and Planning Commission recommended approval of the Preliminary Site Plan application. Council discussed the application with staff.

No applicant presentation was offered.

Park moved, Smith seconded to approve Resolution Number 2024-15, A Resolution approving the Preliminary Site Plan for 1085 Liberty Way, North Liberty, Iowa. The vote was: ayes – Sittig, Park, Wayson, Leibold, Smith; nays – none. Motion carried.

### **Manufactured Homeowners/Residents Resolution**

Sittig moved, Smith seconded to approve Resolution Number 2024-16, A Resolution in support of Manufactured Housing Park Residents. After discussion, the vote was: ayes – Wayson, Leibold, Park, Smith, Sittig; nays – none. Motion carried.

### **Centennial Park Lawn Naming Agreement**

Sittig moved, Wayson seconded to approve Resolution Number 2024-17, A Resolution approving the Naming Rights Agreement between the City of North Liberty and Relion, Inc. that establishes the terms and conditions under which a sponsorship for Centennial Park Next Stage Park Project will be provided. After discussion, the vote was: ayes – Wayson, Smith, Sittig, Leibold, Park, nays – none. Motion carried.

### **FY 2024- 25 Budget**

Park moved, Smith seconded to approve Resolution Number 2024-18, A Resolution setting time and place for a Public Hearing for the purpose of considering the Consolidated General Fund Tax Levy for the Fiscal Year 2024-2025 Budget. The vote was: ayes – Smith, Wayson, Leibold, Park, Sittig; nays – none. Motion carried.

**FORVIS**

Wayson moved, Sittig seconded to approve Resolution Number 2024-19, A Resolution approving the Statement of Work A-2 between the City of North Liberty and FORVIS, LLP for Accounting Services. After discussion, the vote was: ayes – Sittig, Smith, Park, Wayson, Leibold; nays – none. Motion carried.

**Snow Removal Assessment**

Sittig moved, Park seconded to approve Resolution Number 2024-20, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes. The vote was: ayes – Leibold, Smith, Sittig, Wayson, Park; nays – none. Motion carried.

**West Penn Street Project**

Sittig moved, Wayson seconded to approve Resolution Number 2024-21, A Resolution approving Permanent Right of Way Easement and Temporary Construction Easement Agreements between Daryl Neitderhisar, Ethel and Gordon Doehrmann, and the City of North Liberty. The vote was: ayes – Sittig, Park, Leibold, Smith, Wayson; nays – none. Motion carried.

**Old Business**

No old business was presented.

**New Business**

No new business was presented.

**Adjournment**

Smith moved; Wayson seconded to adjourn at 7:37 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		
JALAPENO MEXICAN RESTAURANT LLC	Jalapeno Mexican Restaurant	(319) 853-1288		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
40 Sugar Creek Lane	Unit 5-6	North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
40 Sugar Creek Lane	North Liberty	Iowa	52317	

## Contact Person

NAME	PHONE	EMAIL
Alexander perez	(319) 853-1288	alexanderperez0485@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0045126	Class C Retail Alcohol License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Feb 10, 2024	Feb 9, 2025	

### SUB-PERMITS

Class C 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
Alexander Perez	North Liberty	Iowa	52317	Owner	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Auto Owners 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:** \_\_\_\_\_

**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:**     *RLH*     \_\_\_\_\_



## North Liberty Police Department

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

February 8, 2024

Liquor License Check

Business: Jalapeno Mexican Restaurant  
40 Sugar Creek Ln  
North Liberty, IA 52317

Owners: Alexander Perez (DOB: 1985)

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.







# North Liberty Fire Department



## Liquor License Fire Inspection Results

**Inspection Status**

Completed with fail

**Inspected by**

Tina Humston

**Completed at**

02/09/2024 04:39 PM

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

Address	Suite	City	State	Zip
40 SUGAR CREEK LN	#5	NORTH LIBERTY	IA	52317
<b>Business Name</b> Jalapeno Mexican Restaurant				

### Electrical :

**✘ Fail**

**ITEM:** Electrical Panels, Junction Boxes & Outlet Boxes - No Openings or Exposed Wiring

Electrical boxes under bar need covers.

**CODE:** IFC - 603.2.2 - Open electrical terminations. - Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.



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## ✘ Fail

### ITEM: Surge Protector - Proper Installation

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Surge protector needs to be secured to wall so it's not hanging down and creating tension on the cord.

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**CODE:** IFC - 603.5.3 - Installation. - Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.

IFC - 603.5.2 - Application and use. - Relocatable power taps and current taps shall be directly connected to a permanently installed receptacle.

Exceptions:

1. Where approved for use in a Group A occupancy or in a meeting room in a Group B occupancy, not more than five relocatable power taps shall be permitted to be connected together or connected to an extension cord for temporary use to supply power to electronic equipment.

2. Current taps and relocatable power taps shall not be required to connect directly to a permanently installed receptacle outlet where used for 90 days or less for the purpose of testing the performance of such devices.

IFC - 603.5.1 - Listing. - Relocatable power taps shall be listed in accordance with UL 1363. Current taps shall be listed and labeled in accordance with UL 498A.

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## Cooking Operations:

✘ Fail

**ITEM:** Cooking Equipment with Casters - Approved Flexible Gas Connector, Cable & Floor Mounted Restraining Device

Cable needs to be attached and floor mounted casters need to be installed.

**CODE:** IFC - 606.4 - Appliance connection to building piping. - Gas-fired commercial cooking appliances installed on casters and appliances that are moved for cleaning and sanitation purposes shall be connected to the piping system with an appliance connector listed as complying with ANSI Z21.69/CSA 6.16. The commercial cooking appliance connector installation shall be configured in accordance with the manufacturer's installation instructions. Movement of new and existing cooking appliances with caster(s) under a Type I hood shall be limited by an approved floor mounted restraining device installed in accordance with the connector and appliance manufacturer's instructions.



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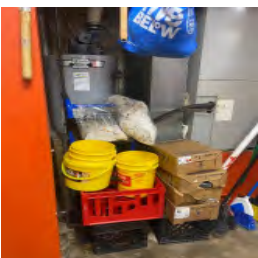
## Combustible, General & Outside Storage:

✘ Fail

**ITEM:** No Combustible Storage in Boiler Rooms, Mechanical Rooms, Electrical Equipment Rooms or in Fire Command Centers

Reduce storage near water heater and furnace.

**CODE:** IFC - 315.3.3 - Equipment rooms. - Combustible material shall not be stored in boiler rooms, mechanical rooms, electrical equipment rooms or in fire command centers as specified in Section 508.1.5.



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## Compressed Gas Cylinders / LPG:

✘ Fail

**ITEM:** Compressed Gas Cylinders Secured or Chained

Cylinders need to be chained, even when empty.

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



**Other:**

**ITEM:** No Other Unsafe Conditions

**RESULT:** None

**CODE:** IFC - 114.7 - Summary abatement. - Where conditions exist that are deemed hazardous to life and property, the fire code official or fire department official in charge of the incident is authorized to abate summarily such hazardous conditions that are in violation of this code.

Re-Inspection scheduled to be conducted on or after 03/11/2024 at 15:53.

# Inspection Signatures

## Occupancy Contact Signature

Unable to sign:  
Technology issues

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Alex Perez  
Business Owner  
alexanderperez0485@gmail.com

## Inspector Signature



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Tina Humston  
Training Captain  
Captain  
--  
thumston@northlibertyiowa.org



# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> North Liberty City Hall North Liberty	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: September 19, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 003 Date: 02/13/2024
<b>OWNER:</b> <i>(Name and address)</i> City of North Liberty 3 Quail Creek Circle North Liberty, Iowa 52317	<b>ARCHITECT:</b> <i>(Name and address)</i> Shive-Hattery, Inc. 127650 2839 Northgate Drive Iowa City, Iowa 52245	<b>CONTRACTOR:</b> <i>(Name and address)</i> City Construction 2346 Mormon Trek Blvd. Suite 2500 Iowa City, Iowa 52246

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- Lighting schedule revisions per COR 8 – ADD \$3,925.00
- Provide acoustic baffles per COR 9 – ADD \$9,404.00
- Install Owner's clock per COR 10 – ADD \$8,125.00
- Revise Screen Wall System footing per COR 11 – CREDIT (-\$1,835.00)
- Revise overhead stops per COR 12 – ADD \$3,810.00

The original Contract Sum was	\$ 9,389,509.00
The net change by previously authorized Change Orders	\$ 23,332.00
The Contract Sum prior to this Change Order was	\$ 9,412,841.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 23,429.00
The new Contract Sum including this Change Order will be	\$ 9,436,270.00

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be the same.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Shive-Hattery, Inc.</u> <b>ARCHITECT</b> <i>(Firm name)</i>	<u>City Construction</u> <b>CONTRACTOR</b> <i>(Firm name)</i>	<u>City of North Liberty</u> <b>OWNER</b> <i>(Firm name)</i>
 <b>SIGNATURE</b>	 <b>SIGNATURE</b>	 <b>SIGNATURE</b>
Natalie A. Oppedal, AIA, NCARB, Architect <b>PRINTED NAME AND TITLE</b>	Matt Toth , Project Manager <b>PRINTED NAME AND TITLE</b>	 <b>PRINTED NAME AND TITLE</b>
February 13, 2029 <b>DATE</b>	February 13, 2024 <b>DATE</b>	 <b>DATE</b>

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 9 PAGES

TO OWNER:  
 City of North Liberty  
 3 Quail Creek Circle  
 North Liberty, IA 52317  
 FROM CONTRACTOR:  
 City Construction  
 2346 Mormon Trek Blvd. Suite 2500  
 Iowa City, IA 52246

PROJECT:  
 North Liberty City Hall  
 360 North Main Street  
 North Liberty, IA 52317  
 VIA ARCHITECT:  
 Shive-Hattery, Inc.  
 2839 Northgate Drive  
 Iowa City, IA 52245

APPLICATION NO: 12  
 PERIOD TO: 02/06/24  
 PROJECT NOS: 1-159  
 1207650  
 CONTRACT DATE: 09/14/22

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

- 1. ORIGINAL CONTRACT SUM \$ 9,389,509.00
- 2. Net change by Change Orders \$ 23,332.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 9,412,841.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 8,325,382.16
- 5. RETAINAGE:
  - a. 5% of Completed Work \$ 416,269.11  
(Column D + E on G703)
  - b. 5% of Stored Material \$ 0.00  
(Column F on G703)
  - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 416,269.11
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 7,909,113.05
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 7,663,812.23
- 8. CURRENT PAYMENT DUE \$ 245,300.82
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,503,727.95

CONTRACTOR: City Construction  
 By: [Signature] Date: 2/6/24

State of: Iowa County of: Johnson  
 Subscribed and sworn to before me this 6<sup>th</sup> day of February, 2024  
 Notary Public: Lorna K. Krueger  
 My Commission expires: September 23, 2024



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED \$ 245,300.82

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

ARCHITECT: Natalie Oppidal  
 By: \_\_\_\_\_ Date: February 14, 2024

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$23,332.00	\$0.00
TOTALS	\$23,332.00	\$0.00
NET CHANGES by Change Order	\$23,332.00	



# Mayor Report





# PROCLAMATION

## International Women's Day and Women's History Month

**WHEREAS**, International Women's Day is observed around the world on March 8 to celebrate the achievements of women and Women's History Month in March recognizes the contributions of women in the United States; and

**WHEREAS**, the theme for International Women's Day 2024 is "Invest in Women – Accelerate Progress;" and the theme for Women's History Month is "Inspire Inclusion;" and

**WHEREAS**, in 2024 International Women's Day and Women's History Month come at the mid-point of the United Nations Sustainable Development Goals which set targets for gender equity and inclusion as well as the eradication of poverty and hunger, good health, education for all, climate action and other priorities by 2030; and

**WHEREAS**, Sustainable Development Goal #3, Good Health and Well-being aims to reduce by one third premature mortality from non-communicable diseases through prevention and treatment and to promote mental health and well-being; and

**WHEREAS**, women leaders and women-led organizations are working in our community and around the world to promote good health and well-being; and

**WHEREAS**, the International Women's Day will be celebrated locally at Night of 1000 Dinners, Thursday, March 7, and will honor five women-led organizations that are advancing Good Health and Well-Being: 4Cs of Johnson County, The Global Kids School-Based Clinics, the Emma Goldman Clinic, the Youth Crisis Stabilization Program, and the UN Children's Fund (UNICEF).

**NOW, THEREFORE, BE IT RESOLVED** that I, Chris Hoffman, Mayor of North Liberty, proclaim March 8 as International Women's Day and the Month of March as Women's History Month in North Liberty, Iowa and urge all persons to commemorate and celebrate the achievements of women in changing the world.

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**Mayor Chris Hoffman**

Signed in North Liberty, Iowa  
this 27th day of February, 2024



# **West Penn Street Project**

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

**PERMANENT RIGHT OF WAY EASEMENT AND TEMPORARY  
CONSTRUCTION EASEMENT AGREEMENT**

This agreement is made and entered into by and between THEOLA K. RARICK individually and the John P. Rarick Family Trust u/w/o John P. Rarick, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include their agents, successors or assigns), Clint P. Rarick, a tenant of Property Owner on the real estate described herein (hereinafter referred to as "Tenant") and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, Property Owner hereby grants and conveys to Johnson County, Iowa, a permanent easement for right-of-way purposes (Division I) and conveys to City a temporary easement (Division II) for the public purpose of improving West Penn Street and James Avenue NW, including widening and paving of the roadway with concrete, installing shoulders, and lowering the slope of the ditch (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by City at the time any part of the property is developed.
- B. City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. City shall indemnify and hold harmless Property Owner and Tenant, their successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, City's exercise of the rights

granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner or Tenant.

- D. Tenant relinquishes any rights to occupy the real estate described herein as it concerns Division I and II below.

#### **DIVISION I – PERMANENT EASEMENT FOR RIGHT OF WAY AND DRAINAGE**

1. Property Owner does hereby grant and convey to Johnson County a permanent easement for right-of-way purposes, including constructing and maintaining roadway and drainage improvements. The permanent easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. Johnson County's rights under the permanent easement granted and conveyed herein by the Property Owner run indefinitely with the land.

#### **DIVISION II – TEMPORARY EASEMENT**

Property Owner, Tenant and City agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit B, which is attached and fully incorporated herein and referred to herein as "Temporary Construction Easement Area."
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating City's construction of the Project described above.
3. Neither Property Owner nor Tenant shall erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. Neither Property Owner nor Tenant shall change the grade, elevation or contour of any part of the Temporary Construction Easement Area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. City shall have the right of access to the Temporary Construction Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area. City shall exercise such access rights in a manner resulting in the least inconvenience to Property Owner or Tenant.
6. Following the construction and installation of the Project and final acceptance by City, City shall restore the Temporary Construction Easement Area to substantially the same condition as existed prior to the commencement of construction operations. If necessary, City shall provide temporary livestock fencing on the real estate described herein at the request of Tenant.

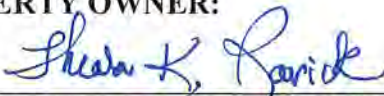
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which City Engineer shall make available to the Property Owner or Tenant upon request. Any fence unable to be relocated will be replaced with fence of like kind and quality at City's expense. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the Temporary Construction Easement Area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the Temporary Construction Easement Area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project or December 31, 2024, whichever occurs first.


**DIVISION III – GENERAL**

Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this Agreement by title in fee simple subject to the rights of Tenant; that Property Owner has good and lawful authority to convey the same; and that Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. City hereby gives Property Owner and Tenant notice of their right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Iowa Code Section 6B.52 (2023).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER:**

Signed:   
 By: Theola K. Rarick, individually

Signed:   
 By: Theola K. Rarick, Trustee  
 John P. Rarick Family Trust  
 u/w/o John P. Rarick

**CITY:**

Signed: \_\_\_\_\_  
 Chris Hoffman, Mayor

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

TENANT:

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

By: Clint P. Rarick

JOHNSON COUNTY:

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

Rod Sullivan

Chairperson, Johnson County of Board of Supervisors

STATE OF IOWA, JOHNSON COUNTY: ss

On this 21<sup>ST</sup> day of February, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Theola K. Rarick, individually, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



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

STATE OF IOWA, JOHNSON COUNTY: ss

On this 21<sup>ST</sup> day of February, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Theola K. Rarick, to me known to be the Trustee of the John P. Rarick Family Trust u/w/o John P. Rarick, and who executed the foregoing instrument, and acknowledged that s/he executed the same as her/his voluntary act and deed.



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


STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rod Sullivan, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed on behalf of the Board of Supervisors of Johnson County, Iowa.

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this 20<sup>th</sup> day of February, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clint P. Rarick, Tenant, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

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

2/20/24

STATE OF IOWA, JOHNSON COUNTY: ss

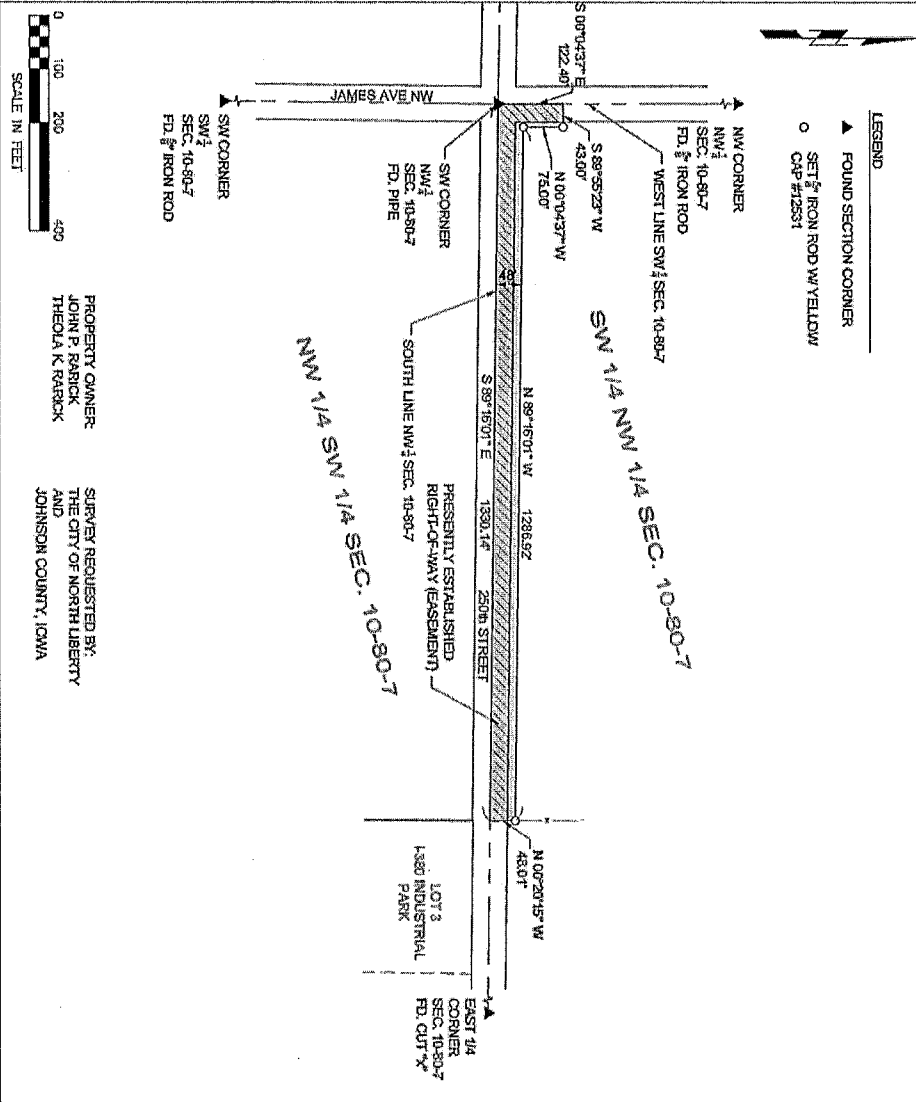
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the 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 \_\_\_\_\_, 20\_\_\_\_, 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

EXHIBIT A

DATE	11/11/2023
DRAWN BY	JPH
CHECKED BY	JPH
DATE CHECKED	11/11/2023
PROJECT	RIGHT-OF-WAY ACQUISITION
OWNER	THE CITY OF NORTH LIBERTY
ADDRESS	250th STREET AND JAMES AVE NW
CITY	NORTH LIBERTY, IOWA
COUNTY	JOHNSON COUNTY, IOWA
STATE	IOWA
PROJECT NO.	250th STREET AND JAMES AVE NW
SCALE	AS SHOWN

**RIGHT-OF-WAY ACQUISITION PLAN**  
**A PART THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER**  
**SECTION 10, TOWNSHIP 80 NORTH, RANGE 7 WEST**  
**JOHNSON COUNTY, IOWA**



PROPERTY OWNER:  
 JOHN F. RABACK  
 THEODIA K. RABACK

SURVEY REQUESTED BY:  
 THE CITY OF NORTH LIBERTY  
 AND  
 JOHNSON COUNTY, IOWA

**DESCRIPTION**

That part of the Southwest Quarter of the Northwest Quarter of Section 10, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa described as follows:

Beginning at the Southwest Corner of said Southwest Quarter,

thence South 89°16'01" East 1330.14 feet along the south line of said Southwest Quarter (assumed bearing for this description only);

thence North 0°20'15" West 43.00 feet along an existing fence line extended southerly and along said fence line;

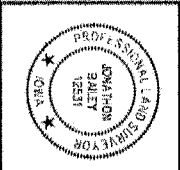
thence North 89°16'01" West 1286.52 feet along a line parallel with and 43 feet in perpendicular distance north of said south line of said Northwest Quarter;

thence North 0°04'37" West 75.00 feet along a line parallel with and 43 feet in perpendicular distance east of the west line of said Northwest Quarter;

thence South 89°55'23" West 43.00 feet to a point of intersection with said west line;

thence South 0°04'37" East 122.40 feet along said west line to the point of beginning.

Acre: Total area 1.54 acres with a net area of 0.46 acres which excludes the presently established right-of-way.



**PRELIMINARY**

ONLY THOSE SECTIONS OF THIS ACQUISITION PLAN AND THE CORNER MARKS THEREON WHICH ARE SHOWN AS BEING IN THE POSSESSION OF THE PROPERTY OWNER AT THE TIME OF THE SURVEY ARE TO BE CONSIDERED AS THE BASIS FOR THE ACQUISITION OF THE RIGHT-OF-WAY.

DATE: 11/11/2023  
 DRAWN BY: JPH  
 CHECKED BY: JPH  
 DATE CHECKED: 11/11/2023

**SHIVEHATTERY**  
 ARCHITECTURE + ENGINEERING

2839 NORTHGATE DRIVE  
 IOWA CITY, IOWA 52245  
 319.354.3040 | SHIVE-HATTERY.COM

RIGHT-OF-WAY ACQUISITION PLAN  
 A PART OF THE SW 1/4 NW 1/4 SECTION 10-80-7

250th STREET AND JAMES AVENUE NW  
 JOHNSON COUNTY, IOWA

DATE	7/24/2023	SCALE	AS SHOWN
DRAWN BY	JPH	FIELD BOOK	
APPROVED BY	JPH	REVISION	

1 OF 1



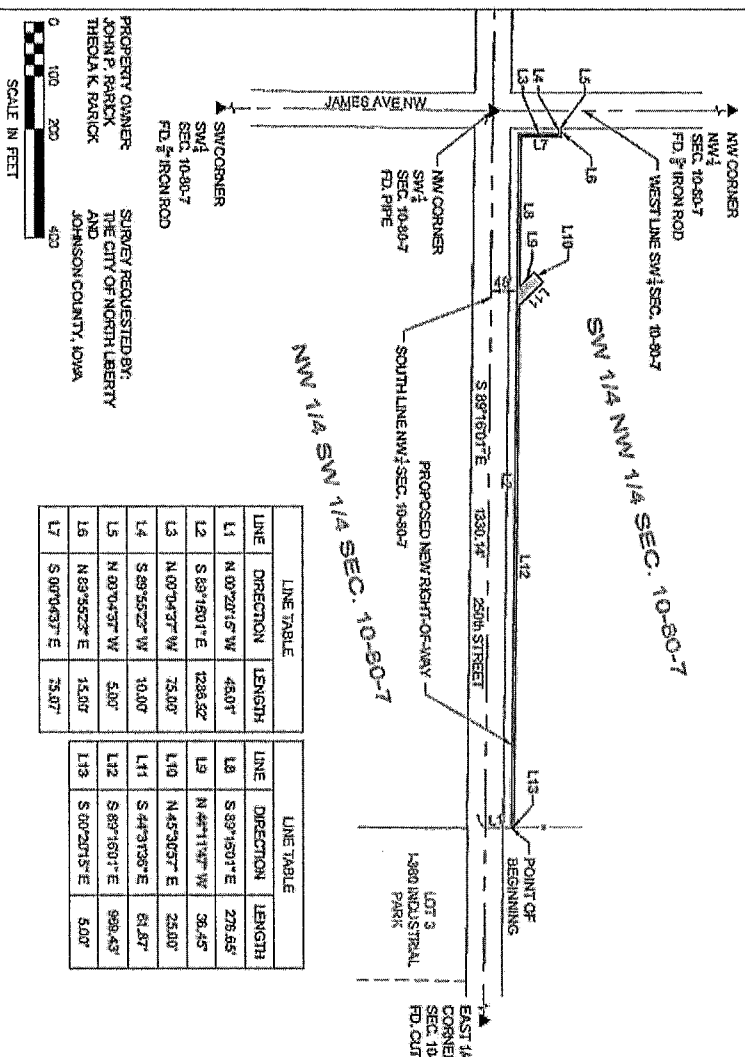
EXHIBIT B

Job No.	100
Client	JOHNSON COUNTY
Project Name	PROJECT 10
Project Description	A PART OF THE SOUTHWEST QUARTER
Contract No.	CONTRACT NO. 10-80-7
Contractor	CONTRACTOR NAME
Surveyor	SHIVE-HATTERY ARCHITECTURE + ENGINEERING
Scale	AS SHOWN
Date	7/24/2023
Drawn By	JOB
Checked By	JOB
Approved By	JOB

**EASEMENT EXHIBIT**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER  
 SECTION 10, TOWNSHIP 80 NORTH, RANGE 7 WEST  
 JOHNSON COUNTY, IOWA



LEGEND  
 ▲ FOUND SECTION CORNER



LINE	DIRECTION	LENGTH
L1	N 00°20'15\" W	48.01'
L2	S 89°16'01\" E	1288.82'
L3	N 69°04'37\" W	75.40'
L4	S 89°55'23\" W	10.40'
L5	N 00°04'37\" W	5.00'
L6	N 89°55'23\" E	14.80'
L7	S 00°04'37\" E	75.40'

LINE	DIRECTION	LENGTH
L8	S 89°16'01\" E	276.85'
L9	N 44°11'47\" W	36.45'
L10	N 45°30'57\" E	25.80'
L11	S 44°31'28\" E	84.87'
L12	S 89°16'01\" E	998.43'
L13	S 00°20'15\" E	5.00'

PRELIMINARY

DESCRIPTION

A temporary construction easement on that part of the Southwest Quarter of the Northwest Quarter of Section 10, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing at a point of reference at the Southwest Corner of said Southwest Quarter;

thence South 89°16'01\" East 1330.14 feet along the south line of said Southwest Quarter (assumed bearing for this description only);

thence North 02°01'57\" West 48.01 feet along an existing fence line extended southerly and being said fence line to the point of beginning;

thence North 89°16'01\" West 1288.82 feet along a line parallel with and 48 feet in perpendicular distance north of said south line of said Southwest Quarter;

thence North 07°04'37\" West 75.40 feet along a line parallel with and 43 feet in perpendicular distance east of the west line of said Northwest Quarter;

thence South 89°55'23\" West 10.40 feet to a point of intersection with the westerly right-of-way of James Avenue NW;

thence North 07°04'37\" West 5.00 feet along said westerly right-of-way;

thence North 89°55'23\" East 15.00 feet;

thence South 07°04'37\" East 75.40 feet;

thence South 89°16'01\" East 276.85 feet;

thence North 44°11'47\" West 36.45 feet;

thence North 45°30'57\" East 25.80 feet;

thence South 44°31'28\" East 84.87 feet;

thence South 89°16'01\" East 998.43 feet;

thence South 02°01'57\" East 5.00 feet to the point of beginning.

Area: 0.19 acres more or less.

PROPERTY OWNER:  
 JOHN P. BARCK  
 THEODORA K. BARCK  
 JOHNSON COUNTY, IOWA

SURVEY REQUESTED BY:  
 THE CITY OF NORTH LIBERTY  
 AND  
 JOHNSON COUNTY, IOWA

SCALE IN FEET  
 0 100 200 400

DATE	7/24/2023	SCALE	AS SHOWN
DRAWN BY	JOB	FIELD BOOK	
APPROVED BY	JOB	REVISION	

**SHIVE-HATTERY**  
 ARCHITECTURE + ENGINEERING

2830 NORTHGATE DRIVE  
 IOWA CITY, IOWA 52245  
 519.354.3040 | SHIVE-HATTERY.COM

**Resolution No. 2024-23**

**A RESOLUTION APPROVING PERMANENT RIGHT OF WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS BETWEEN THEOLA K. RARICK, THE JOHN P. RARICK FAMILY TRUST, CLINT RARICK, AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, the City of North Liberty has authorized the West Penn Street Public Improvement Project across and adjacent to property owned by Theola K. Rarick and the John P. Rarick Family Trust (the "Property Owner"), and leased by Clint Rarick (the "Tenant"), and;

**WHEREAS**, permanent right of way easements and a temporary construction easement over and across the subject property is necessary for this project, and;

**WHEREAS**, the City of North Liberty agrees to purchase the necessary easements involving the subject property for \$15,000.00 from the Property Owner, which includes the disposition of the Tenant's rights in the subject property; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the purchase of permanent right of way and temporary construction easements pursuant to the attached agreement between the City of North Liberty, the Property Owner and the Tenant is approved for the West Penn Street Public Improvement Project, North Liberty, Iowa.

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

**APPROVED AND ADOPTED** this 27th day of February, 2024.

**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: Kyle Kruidenier, Sullivan & Ward, P.C., 6601 Westown Pkwy., Ste. 200, West Des Moines, IA 50266, (515) 244-3500

---

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on this 15<sup>th</sup> day of February 2024 by and between:

Central Iowa Power Cooperative ("CIPCO"), an Iowa Cooperative with its principal place of business in Cedar Rapids, Iowa ("CIPCO"), JOHNSON COUNTY, IOWA, a political subdivision of the State of Iowa (the "County"), and the CITY OF NORTH LIBERTY, an Iowa municipal corporation (the "City"); collectively referred to as "Parties";

### WITNESSETH:

WHEREAS, CIPCO is a generation and transmission Cooperative owning electric transmission lines and facilities on private property along Penn Street (aka 250th St. NW) near the intersection of Penn St. (aka 250th St. NW) and James Avenue in the West half of the Southwest Quarter of Section Ten (10), Township Eighty (80) North, Range Seven (7) West; and

WHEREAS, CIPCO's easement for said lines and facilities, recorded November 13, 2019 with the Johnson County Recorder in Book 5978 at Page 905 gives CIPCO an easement Twenty-five (25) feet in width south from the south right-of-way boundary of 250th St. NW (the "CIPCO Easement"); and

WHEREAS, the County and City are working on a road project that will involve widening the south right-of-way of Penn St. and thereafter re-grading said right-of-way subject to CIPCO's easement rights ("the Project"); and

WHEREAS, the Project's proposed plans will encroach upon the CIPCO Easement; and

WHEREAS, rather than acquiring the property in fee and bearing the expense of relocating CIPCO's facilities to private right-of-way as part of the Project, the City and County would prefer to leave CIPCO's facilities in their current location and acquire a subordinate easement for roadway purposes; and

WHEREAS, the County and City believe that as part of the widening and grading required for the Project, and in accordance with the approved plans for the Project, they will need to make a grading cut of 1'- 2' around CIPCO poles numbered/identified as #219 (Existing CIPCO Pole 3 on Ex. A) and #220 (Existing CIPCO Pole 2 on Ex. A) within CIPCO's easement area, see Exhibit "A" attached; and

WHEREAS, the County and the City acknowledge CIPCO's private easement rights and that neither governmental entity has the right to require CIPCO to relocate its facilities absent the use of the County or City's powers of eminent domain; and

WHEREAS, in exchange for CIPCO's acquiescence to the Project's proposed encroachment of CIPCO's private easement, the City and the County agree to reimburse CIPCO for its damages in the event that North Liberty and/or one of its contractors should cause damage to CIPCO's facilities during the construction of the Project or the County or City maintenance of the easement area thereafter.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto execute this MOU as follows:

1. CIPCO permits the County and the City to proceed with its grading and widening Project within CIPCO's easement strip, as shown in the attached drawings in Exhibit A.
2. The Parties agree that neither the County nor the City are condemning the CIPCO Easement in connection with this Project, that CIPCO retains the right to operate, manage and reconstruct its facilities within the CIPCO Easement, and that neither the County nor the City have the authority to require CIPCO to relocate its facilities from said easement in connection with the Project, absent the use of the County or City's powers of eminent domain.
3. The City agrees that it will assume all responsibility for and reimburse CIPCO for any and all, current and future, foreseen and unforeseen damages to CIPCO's facilities related to the construction and design of the Project; the City and County further agree to assume responsibility for any future damages to CIPCO's facilities directly attributable to maintenance of Project improvements within their respective jurisdictions; in addition, the City and County indemnify and hold CIPCO harmless for any and all claims or causes of action related to CIPCO's facilities now being located in the Project area and permanent roadway easement within their respective jurisdictions.
4. To the extent necessary for the operation, maintenance and reconstruction of its facilities, the County and the City allow CIPCO to access its facilities from Penn St. (aka 250th St. NW).

5. This agreement shall be governed by and construed under the laws of the State of Iowa.
6. This Agreement and the attached Exhibit constitutes the entire and complete agreement between the Parties and supersedes all prior correspondence, discussions, agreements and understandings between the Parties. Any Amendment to this Agreement must be in writing and signed by all the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date indicated above.

CENTRAL IOWA POWER COOPERATIVE

By: Dan Burns

Print name: Dan Burns

Title: VP Utility Operations

CITY OF NORTH LIBERTY, IOWA

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

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

JOHNSON COUNTY, IOWA

By: Rod Sullivan 2/15/24  
*Rod Sullivan* ~~Lisa Green-Douglass~~, Chairperson

ATTEST: \_\_\_\_\_  
County Auditor/Designee



STATE OF IOWA )  
 ) SS:  
COUNTY OF LINN )

This instrument was acknowledged before me on January 3, 2024 by Dan Burns as Vice President of Utility Operations for Central Iowa Power Cooperative.

/s/ Dan Ketchum  
Notary Public in for the State of Iowa  
Commission Number: 842872  
Expiration Date: 10/6/2025

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, 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; and that the instrument was signed 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 \_\_\_\_\_, 202\_\_; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

STATE OF IOWA )  
 ) SS:  
COUNTY OF JOHNSON )

This instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2024, by Lisa Green-Douglass, as Chairperson, of the Johnson County Board of Supervisors.  
Rod Sullivan

Jill Wenger  
Notary Public in and for the State of Iowa

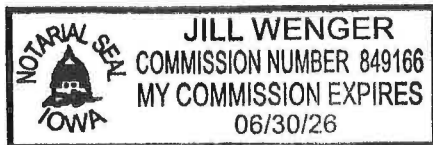


Exhibit A



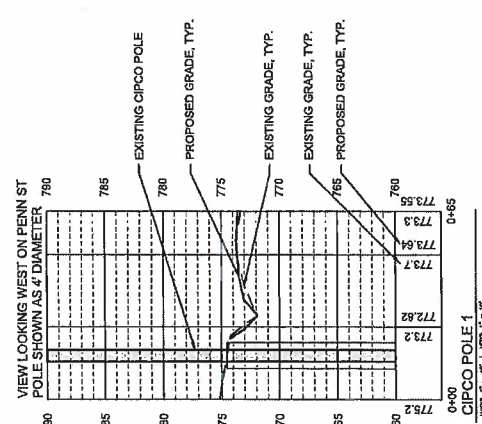
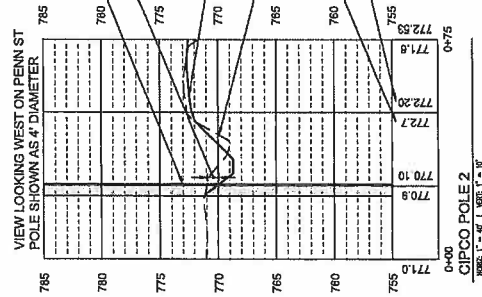
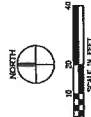
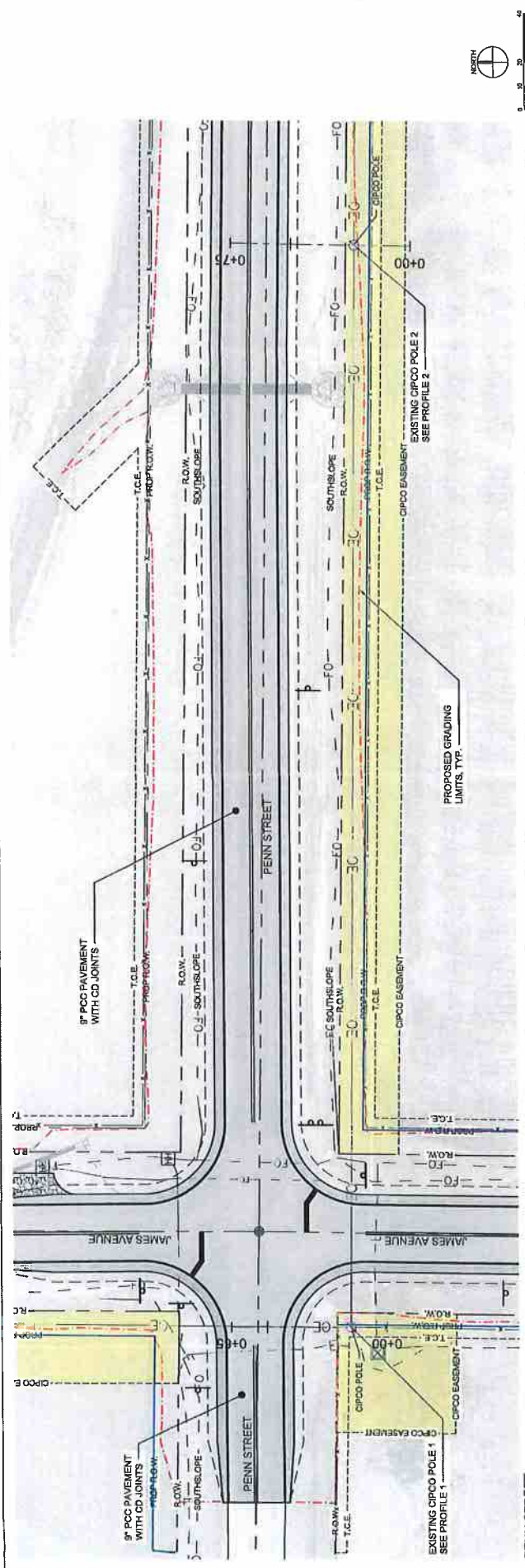
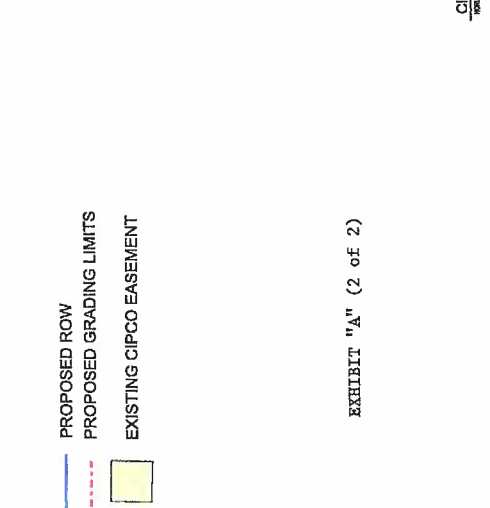
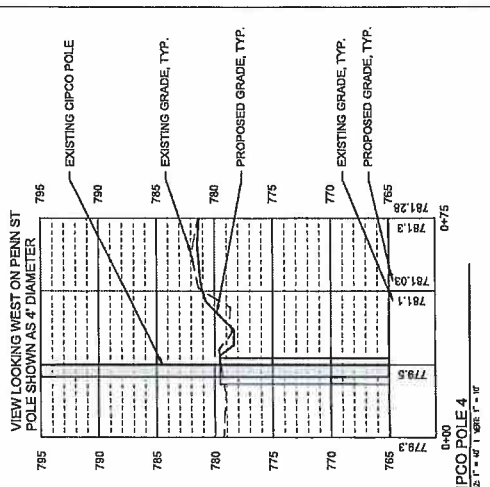
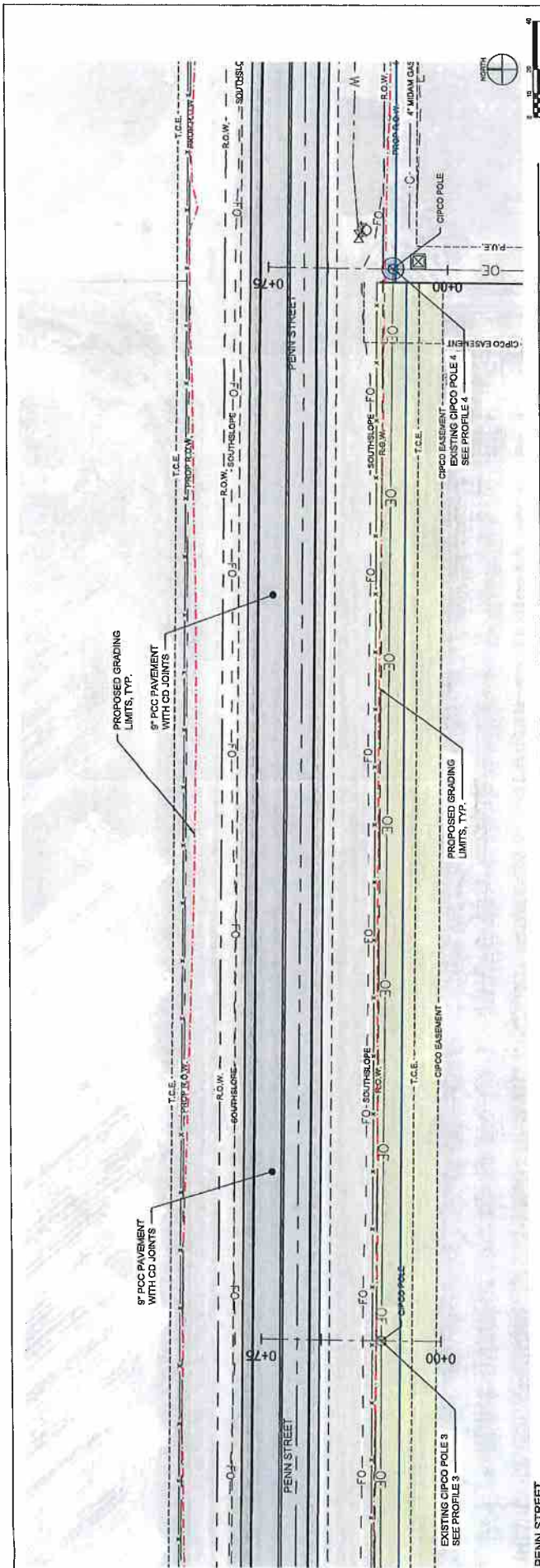


EXHIBIT "A" (1 of 2)



PROPOSED ROW

PROPOSED GRADING LIMITS

EXISTING CIPCO EASEMENT

EXHIBIT "A" (2 of 2)

Project\02\211222180\Drawings\1-Ch\CIPCO plan and profile.dwg

February 15, 2024

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

RE: West Penn Street Improvements

Dear Mr. Heiar:

On February 13, 2024, at 10:00 am in the North Liberty City Administration building, ten bids were received and opened for the above-referenced project. No irregularities were discovered in the bids.

The lowest responsive bid was received from Peterson Contractors, Inc., of Reinbeck, Iowa in the amount of \$942,568.50. The engineer's estimate was \$1,112,000.

Subject to submitting acceptable bonds, insurance, and the Agreement, we recommend award of contract to Peterson Contractors, Inc. based upon their lowest responsible, responsive bid. Upon City Council approval of this award we will proceed with issuing the Notice of Award and begin administration of the construction contract.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Mike Janechek, PE

MJJ/bad

Enc. Bid Tabulation



**SHIVE-HATTERY, INC.**

2839 Northgate Drive  
Iowa City, Iowa 52245-9568  
(319) 354-3040

**TABULATION OF BIDS**

Client: City of North Liberty  
Project Name: West Penn Street Improvements  
S-H Project #: 2112202190

Bid Date: February 13, 2024, 10:00 A.M.  
Location: NL Administration Building, 3 Quail Creek Circle  
Pages: 1 of 3

NAME AND ADDRESS OF BIDDER		Peterson Contractors, Inc. 104 Blackhawk St. Reinbeck, IA 50669		Streb Construction Co., Inc. 3191 Charbon Rd SE Iowa City, IA 52246		Metro Pavers, Inc. 101 Southgate Ave. Iowa City, IA 52240		Rathje Construction Co. 305 44th St. Marion, IA 52302		All American Concrete, Inc. 1489 Highway 6 West Liberty, IA 52776		
Addendum 1		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Bid Security - 5%		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Bidder Status Form		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Iowa Contractor License Number		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	EXCAVATION, CLASS 10, ROADWAY AND BORROW	3540 CY	\$ 5.25	\$ 18,585.00	\$ 5.25	\$ 18,585.00	\$ 5.25	\$ 18,585.00	\$ 8.50	\$ 30,090.00	\$ 5.25	\$ 18,585.00
2	TOPSOIL, STRIP, SALVAGE AND SPREAD	2100 CY	\$ 7.25	\$ 15,225.00	\$ 7.25	\$ 15,225.00	\$ 7.25	\$ 15,225.00	\$ 18.00	\$ 37,800.00	\$ 7.25	\$ 15,225.00
3	MODIFIED SUBBASE	1525 CY	\$ 39.00	\$ 59,475.00	\$ 39.00	\$ 59,475.00	\$ 39.00	\$ 59,475.00	\$ 40.50	\$ 61,762.50	\$ 39.00	\$ 59,475.00
4	SHOULDER CONSTRUCTION, EARTH	41 STA	\$ 272.50	\$ 11,172.50	\$ 272.50	\$ 11,172.50	\$ 272.50	\$ 11,172.50	\$ 450.00	\$ 18,450.00	\$ 272.50	\$ 11,172.50
5	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	7730 SY	\$ 57.50	\$ 444,475.00	\$ 57.50	\$ 444,475.00	\$ 57.00	\$ 440,610.00	\$ 57.50	\$ 444,475.00	\$ 57.00	\$ 440,610.00
6	APRONS, CONCRETE, 24 IN. DIA.	1 EACH	\$ 3,455.50	\$ 3,455.50	\$ 3,455.50	\$ 3,455.50	\$ 3,455.50	\$ 3,455.50	\$ 3,500.00	\$ 3,500.00	\$ 3,455.50	\$ 3,455.50
7	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 36 IN.	4 EACH	\$ 4,780.00	\$ 19,120.00	\$ 4,780.00	\$ 19,120.00	\$ 4,780.00	\$ 19,120.00	\$ 4,800.00	\$ 19,200.00	\$ 4,780.00	\$ 19,120.00
8	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	4305 LF	\$ 5.75	\$ 24,753.75	\$ 5.75	\$ 24,753.75	\$ 5.75	\$ 24,753.75	\$ 9.50	\$ 40,897.50	\$ 5.75	\$ 24,753.75
9	TILE, 6 IN. DIA	70 LF	\$ 40.00	\$ 2,800.00	\$ 40.00	\$ 2,800.00	\$ 40.00	\$ 2,800.00	\$ 30.00	\$ 2,100.00	\$ 40.00	\$ 2,800.00
10	SUBDRAIN OUTLET	20 EACH	\$ 425.00	\$ 8,500.00	\$ 425.00	\$ 8,500.00	\$ 425.00	\$ 8,500.00	\$ 325.00	\$ 6,500.00	\$ 425.00	\$ 8,500.00
11	CULVERT, 3000 LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 36 IN.	110 LF	\$ 242.00	\$ 26,620.00	\$ 242.00	\$ 26,620.00	\$ 242.00	\$ 26,620.00	\$ 180.00	\$ 19,800.00	\$ 242.00	\$ 26,620.00
12	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	52 LF	\$ 101.50	\$ 5,278.00	\$ 101.50	\$ 5,278.00	\$ 101.50	\$ 5,278.00	\$ 110.00	\$ 5,720.00	\$ 101.50	\$ 5,278.00
13	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	108 LF	\$ 40.00	\$ 4,320.00	\$ 40.00	\$ 4,320.00	\$ 40.00	\$ 4,320.00	\$ 30.00	\$ 3,240.00	\$ 40.00	\$ 4,320.00
14	REVETMENT, CLASS E	60 TON	\$ 64.75	\$ 3,885.00	\$ 64.75	\$ 3,885.00	\$ 64.75	\$ 3,885.00	\$ 75.00	\$ 4,500.00	\$ 64.75	\$ 3,885.00
15	MACADAM STONE BASE	40 TON	\$ 44.00	\$ 1,760.00	\$ 44.00	\$ 1,760.00	\$ 44.00	\$ 1,760.00	\$ 75.00	\$ 3,000.00	\$ 44.00	\$ 1,760.00
16	REMOVAL OF PAVEMENT	5825 SY	\$ 10.25	\$ 59,706.25	\$ 10.25	\$ 59,706.25	\$ 10.25	\$ 59,706.25	\$ 2.25	\$ 13,106.25	\$ 10.25	\$ 59,706.25
17	GRANULAR SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	30 TON	\$ 47.25	\$ 1,417.50	\$ 47.25	\$ 1,417.50	\$ 47.25	\$ 1,417.50	\$ 30.00	\$ 900.00	\$ 47.25	\$ 1,417.50
18	SUBGRADE TREATMENT	9030 SY	\$ 7.05	\$ 63,661.50	\$ 7.05	\$ 63,661.50	\$ 7.05	\$ 63,661.50	\$ 9.00	\$ 81,270.00	\$ 7.05	\$ 63,661.50
19	DUST CONTROL SURFACE TREATMENT	4 STA	\$ 2,500.00	\$ 10,000.00	\$ 2,500.00	\$ 10,000.00	\$ 2,500.00	\$ 10,000.00	\$ 600.00	\$ 2,400.00	\$ 175.00	\$ 700.00
20	DRIVEWAY, P.C. CONCRETE, 7 IN	50 SY	\$ 85.00	\$ 4,250.00	\$ 85.00	\$ 4,250.00	\$ 65.00	\$ 3,250.00	\$ 85.00	\$ 4,250.00	\$ 79.00	\$ 3,950.00
21	FENCE, FIELD	3400 LF	\$ 6.00	\$ 20,400.00	\$ 6.00	\$ 20,400.00	\$ 6.00	\$ 20,400.00	\$ 9.75	\$ 33,150.00	\$ 6.00	\$ 20,400.00
22	REMOVAL OF FENCE, BARBED WIRE	3400 LF	\$ 4.00	\$ 13,600.00	\$ 4.00	\$ 13,600.00	\$ 4.00	\$ 13,600.00	\$ 3.50	\$ 11,900.00	\$ 4.00	\$ 13,600.00
23	REMOVAL OF TYPE A SIGN	11 EACH	\$ 150.00	\$ 1,650.00	\$ 75.00	\$ 825.00	\$ 75.00	\$ 825.00	\$ 75.00	\$ 825.00	\$ 75.00	\$ 825.00
24	PERFORATED SQUARE STEEL TUBE POSTS	151 LF	\$ 12.00	\$ 1,812.00	\$ 14.00	\$ 2,114.00	\$ 14.00	\$ 2,114.00	\$ 14.00	\$ 2,114.00	\$ 14.00	\$ 2,114.00
25	TYPE A SIGNS, SHEET ALUMINUM	55.1 SF	\$ 30.00	\$ 1,653.00	\$ 25.00	\$ 1,377.50	\$ 25.00	\$ 1,377.50	\$ 25.00	\$ 1,377.50	\$ 25.00	\$ 1,377.50
26	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	10 EACH	\$ 250.00	\$ 2,500.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00
27	PAINTED PAVEMENT MARKINGS, DURABLE	87 STA	\$ 198.00	\$ 17,226.00	\$ 200.00	\$ 17,400.00	\$ 200.00	\$ 17,400.00	\$ 200.00	\$ 17,400.00	\$ 200.00	\$ 17,400.00
28	TRAFFIC CONTROL	1 LS	\$ 14,550.00	\$ 14,550.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
29	MOBILIZATION	1 LS	\$ 36,900.00	\$ 36,900.00	\$ 49,450.00	\$ 49,450.00	\$ 67,688.07	\$ 67,688.07	\$ 45,000.00	\$ 45,000.00	\$ 90,000.00	\$ 90,000.00
30	PERMANENT SEEDING, FERTILIZER AND HYDRAULIC EROSION CONTROL - TYPE 2	3 ACRE	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 15,000.00	\$ 4,750.00	\$ 14,250.00	\$ 5,000.00	\$ 15,000.00
31	STABILIZING CROP - TEMPORARY SEEDING, FERTILIZER AND MULCHING TYPE 4	3 ACRE	\$ 700.00	\$ 2,100.00	\$ 700.00	\$ 2,100.00	\$ 700.00	\$ 2,100.00	\$ 675.00	\$ 2,025.00	\$ 700.00	\$ 2,100.00
32	BIODEGRADABLE EROSION CONTROL BLANKET	1010 SQ	\$ 15.00	\$ 15,150.00	\$ 15.00	\$ 15,150.00	\$ 15.00	\$ 15,150.00	\$ 19.20	\$ 19,392.00	\$ 15.00	\$ 15,150.00
33	SWPPP MANAGEMENT	1 LS	\$ 1,600.00	\$ 1,600.00	\$ 1,601.00	\$ 1,601.00	\$ 1,601.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00
34	SILT FENCE OR COMPOST FILTER TUBE (8 IN. DIA.)	2330 LF	\$ 1.75	\$ 4,077.50	\$ 1.75	\$ 4,077.50	\$ 1.75	\$ 4,077.50	\$ 1.85	\$ 4,310.50	\$ 1.75	\$ 4,077.50
35	REMOVAL OF SILT FENCE OR COMPOST FILTER TUBE	2330 LF	\$ 0.25	\$ 582.50	\$ 0.25	\$ 582.50	\$ 0.25	\$ 582.50	\$ 0.01	\$ 23.30	\$ 0.25	\$ 582.50
36	MAINTENANCE OF SILT FENCE OR COMPOST FILTER TUBE	585 LF	\$ 0.50	\$ 292.50	\$ 0.50	\$ 292.50	\$ 0.50	\$ 292.50	\$ 0.01	\$ 5.85	\$ 0.50	\$ 292.50
37	PERMEABLE DITCH CHECK	805 LF	\$ 3.00	\$ 2,415.00	\$ 3.00	\$ 2,415.00	\$ 3.00	\$ 2,415.00	\$ 8.00	\$ 6,440.00	\$ 3.00	\$ 2,415.00
38	INTAKE PROTECTION - OPEN THROAT CURB INTAKE	2 EACH	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
39	MOBILIZATIONS, EROSION CONTROL	2 EACH	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 500.00	\$ 1,000.00	\$ 700.00	\$ 1,400.00
40	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1 EACH	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
<b>TOTAL BASE BID</b>				<b>\$ 942,568.50</b>		<b>\$ 955,445.00</b>		<b>\$ 968,817.07</b>		<b>\$ 982,374.40</b>		<b>\$ 982,529.00</b>

**SHIVE-HATTERY, INC.**

2839 Northgate Drive  
Iowa City, Iowa 52245-9568  
(319) 354-3040

**TABULATION OF BIDS**

Client: City of North Liberty  
Project Name: West Penn Street Improvements  
S-H Project #: 2112202190

Bid Date: February 13, 2024, 10:00 A.M.  
Location: NL Administration Building, 3 Quail Creek Circle  
Pages: 2 of 3

NAME AND ADDRESS OF BIDDER		Boomerang Corp. 13225 Circle Dr. Anamosa, IA 52205		Schrader Excavating & Grading 300 Hwy 151 E. Walford, IA 52351		Midwest Concrete Inc. 9835 Midwest Ln Peosta, IA 52068		Vieth Construction Corp. 6419 Nordic Dr. Cedar Falls, IA 50613		Eastern Iowa Excavating 121 Nixon St. SE Cascade, IA 52033		
Addendum 1		Yes		Yes		Yes		Yes		Yes		
Bid Security - 5%		Yes		Yes		Yes		Yes		Yes		
Bidder Status Form		Yes		Yes		Yes		Yes		Yes		
Iowa Contractor License Number		Yes		Yes		Yes		Yes		Yes		
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	EXCAVATION, CLASS 10, ROADWAY AND BORROW	3540 CY	\$ 6.00	\$ 21,240.00	\$ 7.63	\$ 27,010.20	\$ 6.00	\$ 21,240.00	\$ 14.00	\$ 49,560.00	\$ 18.50	\$ 65,490.00
2	TOPSOIL, STRIP, SALVAGE AND SPREAD	2100 CY	\$ 6.00	\$ 12,600.00	\$ 11.00	\$ 23,100.00	\$ 6.00	\$ 12,600.00	\$ 12.00	\$ 25,200.00	\$ 29.65	\$ 62,265.00
3	MODIFIED SUBBASE	1525 CY	\$ 49.00	\$ 74,725.00	\$ 47.00	\$ 71,675.00	\$ 44.50	\$ 67,862.50	\$ 44.00	\$ 67,100.00	\$ 46.85	\$ 71,446.25
4	SHOULDER CONSTRUCTION, EARTH	41 STA	\$ 215.00	\$ 8,815.00	\$ 402.00	\$ 16,482.00	\$ 215.00	\$ 8,815.00	\$ 285.00	\$ 11,685.00	\$ 152.25	\$ 6,242.25
5	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	7730 SY	\$ 58.00	\$ 448,340.00	\$ 57.50	\$ 444,475.00	\$ 62.00	\$ 479,260.00	\$ 61.00	\$ 471,530.00	\$ 63.55	\$ 491,241.50
6	APRONS, CONCRETE, 24 IN. DIA.	1 EACH	\$ 3,400.00	\$ 3,400.00	\$ 3,265.00	\$ 3,265.00	\$ 2,575.00	\$ 2,575.00	\$ 3,500.00	\$ 3,500.00	\$ 4,015.00	\$ 4,015.00
7	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 36 IN.	4 EACH	\$ 5,000.00	\$ 20,000.00	\$ 4,400.00	\$ 17,600.00	\$ 4,635.00	\$ 18,540.00	\$ 6,000.00	\$ 24,000.00	\$ 6,175.00	\$ 24,700.00
8	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	4305 LF	\$ 22.00	\$ 94,710.00	\$ 9.00	\$ 38,745.00	\$ 11.30	\$ 48,646.50	\$ 13.00	\$ 55,965.00	\$ 12.00	\$ 51,660.00
9	TILE, 6 IN. DIA	70 LF	\$ 25.00	\$ 1,750.00	\$ 18.60	\$ 1,302.00	\$ 25.75	\$ 1,802.50	\$ 25.00	\$ 1,750.00	\$ 22.50	\$ 1,575.00
10	SUBDRAIN OUTLET	20 EACH	\$ 500.00	\$ 10,000.00	\$ 385.00	\$ 7,700.00	\$ 566.50	\$ 11,330.00	\$ 350.00	\$ 7,000.00	\$ 315.00	\$ 6,300.00
11	CULVERT, 3000D LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 36 IN.	110 LF	\$ 200.00	\$ 22,000.00	\$ 275.00	\$ 30,250.00	\$ 257.50	\$ 28,325.00	\$ 288.00	\$ 31,680.00	\$ 300.00	\$ 33,000.00
12	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	52 LF	\$ 120.00	\$ 6,240.00	\$ 113.00	\$ 5,876.00	\$ 128.75	\$ 6,695.00	\$ 137.00	\$ 7,124.00	\$ 152.00	\$ 7,904.00
13	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	108 LF	\$ 24.00	\$ 2,592.00	\$ 14.50	\$ 1,566.00	\$ 10.30	\$ 1,112.40	\$ 30.00	\$ 3,240.00	\$ 20.00	\$ 2,160.00
14	REVEITEMENT, CLASS E	60 TON	\$ 71.00	\$ 4,260.00	\$ 62.00	\$ 3,720.00	\$ 51.50	\$ 3,090.00	\$ 70.00	\$ 4,200.00	\$ 54.75	\$ 3,285.00
15	MACADAM STONE BASE	40 TON	\$ 34.00	\$ 1,360.00	\$ 36.65	\$ 1,466.00	\$ 41.20	\$ 1,648.00	\$ 65.50	\$ 2,620.00	\$ 36.25	\$ 1,450.00
16	REMOVAL OF PAVEMENT	5825 SY	\$ 8.00	\$ 46,600.00	\$ 5.75	\$ 33,493.75	\$ 4.50	\$ 26,212.50	\$ 8.50	\$ 49,512.50	\$ 10.50	\$ 61,162.50
17	GRANULAR SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	30 TON	\$ 33.00	\$ 990.00	\$ 28.00	\$ 840.00	\$ 32.00	\$ 960.00	\$ 48.00	\$ 1,440.00	\$ 32.75	\$ 982.50
18	SUBGRADE TREATMENT	9030 SY	\$ 9.00	\$ 81,270.00	\$ 7.60	\$ 68,628.00	\$ 9.00	\$ 81,270.00	\$ 8.75	\$ 79,012.50	\$ 8.25	\$ 74,497.50
19	DUST CONTROL SURFACE TREATMENT	4 STA	\$ 1,500.00	\$ 6,000.00	\$ 2,500.00	\$ 10,000.00	\$ 2,575.00	\$ 10,300.00	\$ 575.00	\$ 2,300.00	\$ 2,700.00	\$ 10,800.00
20	DRIVEWAY, P.C. CONCRETE, 7 IN	50 SY	\$ 80.00	\$ 4,000.00	\$ 85.00	\$ 4,250.00	\$ 60.00	\$ 3,000.00	\$ 91.00	\$ 4,550.00	\$ 72.50	\$ 3,625.00
21	FENCE, FIELD	3400 LF	\$ 14.00	\$ 47,600.00	\$ 13.00	\$ 44,200.00	\$ 12.50	\$ 42,500.00	\$ 6.45	\$ 21,930.00	\$ 6.50	\$ 22,100.00
22	REMOVAL OF FENCE, BARBED WIRE	3400 LF	\$ 5.00	\$ 17,000.00	\$ 2.00	\$ 6,800.00	\$ 2.10	\$ 7,140.00	\$ 3.75	\$ 12,750.00	\$ 1.35	\$ 4,590.00
23	REMOVAL OF TYPE A SIGN	11 EACH	\$ 160.00	\$ 1,760.00	\$ 75.00	\$ 825.00	\$ 77.25	\$ 849.75	\$ 81.00	\$ 891.00	\$ 160.00	\$ 1,760.00
24	PERFORATED SQUARE STEEL TUBE POSTS	151 LF	\$ 13.00	\$ 1,963.00	\$ 14.00	\$ 2,114.00	\$ 14.42	\$ 2,177.42	\$ 15.00	\$ 2,265.00	\$ 13.00	\$ 1,963.00
25	TYPE A SIGNS, SHEET ALUMINUM	55.1 SF	\$ 32.00	\$ 1,763.20	\$ 25.00	\$ 1,377.50	\$ 25.75	\$ 1,418.83	\$ 27.00	\$ 1,487.70	\$ 32.00	\$ 1,763.20
26	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	10 EACH	\$ 270.00	\$ 2,700.00	\$ 100.00	\$ 1,000.00	\$ 103.00	\$ 1,030.00	\$ 107.00	\$ 1,070.00	\$ 275.00	\$ 2,750.00
27	PAINTED PAVEMENT MARKINGS, DURABLE	87 STA	\$ 50.00	\$ 4,350.00	\$ 200.00	\$ 17,400.00	\$ 206.00	\$ 17,922.00	\$ 215.00	\$ 18,705.00	\$ 215.00	\$ 18,705.00
28	TRAFFIC CONTROL	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,510.00	\$ 17,510.00	\$ 18,250.00	\$ 18,250.00	\$ 15,550.00	\$ 15,550.00
29	MOBILIZATION	1 LS	\$ 1,000.00	\$ 1,000.00	\$ 45,000.00	\$ 45,000.00	\$ 62,000.00	\$ 62,000.00	\$ 50,000.00	\$ 50,000.00	\$ 65,000.00	\$ 65,000.00
30	PERMANENT SEEDING, FERTILIZER AND HYDRAULIC EROSION CONTROL - TYPE 2	3 ACRE	\$ 2,700.00	\$ 8,100.00	\$ 4,750.00	\$ 14,250.00	\$ 4,892.50	\$ 14,677.50	\$ 5,375.00	\$ 16,125.00	\$ 6,800.00	\$ 20,400.00
31	STABILIZING CROP - TEMPORARY SEEDING, FERTILIZER AND MULCHING TYPE 4	3 ACRE	\$ 380.00	\$ 1,140.00	\$ 675.00	\$ 2,025.00	\$ 695.25	\$ 2,085.75	\$ 750.00	\$ 2,250.00	\$ 2,200.00	\$ 6,600.00
32	BIODEGRADABLE EROSION CONTROL BLANKET	1010 SQ	\$ 11.00	\$ 11,110.00	\$ 19.20	\$ 19,392.00	\$ 19.78	\$ 19,977.80	\$ 16.00	\$ 16,160.00	\$ 16.25	\$ 16,412.50
33	SWPPP MANAGEMENT	1 LS	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,545.00	\$ 1,545.00	\$ 1,725.00	\$ 1,725.00	\$ 1,775.00	\$ 1,775.00
34	SILT FENCE OR COMPOST FILTER TUBE (8 IN. DIA.)	2330 LF	\$ 2.00	\$ 4,660.00	\$ 1.85	\$ 4,310.50	\$ 1.91	\$ 4,450.30	\$ 2.00	\$ 4,660.00	\$ 1.85	\$ 4,310.50
35	REMOVAL OF SILT FENCE OR COMPOST FILTER TUBE	2330 LF	\$ 0.20	\$ 466.00	\$ 0.01	\$ 23.30	\$ 0.02	\$ 46.60	\$ 0.30	\$ 699.00	\$ 0.30	\$ 699.00
36	MAINTENANCE OF SILT FENCE OR COMPOST FILTER TUBE	585 LF	\$ 0.20	\$ 117.00	\$ 0.01	\$ 5.85	\$ 0.02	\$ 11.70	\$ 0.55	\$ 321.75	\$ 0.60	\$ 351.00
37	PERMEABLE DITCH CHECK	805 LF	\$ 3.00	\$ 2,415.00	\$ 8.00	\$ 6,440.00	\$ 8.24	\$ 6,633.20	\$ 3.25	\$ 2,616.25	\$ 3.25	\$ 2,616.25
38	INTAKE PROTECTION - OPEN THROAT CURB INTAKE	2 EACH	\$ 110.00	\$ 220.00	\$ 100.00	\$ 200.00	\$ 103.00	\$ 206.00	\$ 110.00	\$ 220.00	\$ 110.00	\$ 220.00
39	MOBILIZATIONS, EROSION CONTROL	2 EACH	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 515.00	\$ 1,030.00	\$ 750.00	\$ 1,500.00	\$ 825.00	\$ 1,650.00
40	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1 EACH	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 515.00	\$ 515.00	\$ 1,100.00	\$ 1,100.00	\$ 1,200.00	\$ 1,200.00
<b>TOTAL BASE BID</b>				<b>\$ 993,256.20</b>		<b>\$ 996,807.10</b>		<b>\$ 1,039,011.25</b>		<b>\$ 1,077,694.70</b>		<b>\$ 1,174,216.95</b>

**SHIVE-HATTERY, INC.**

2839 Northgate Drive  
Iowa City, Iowa 52245-9568  
(319) 354-3040

**TABULATION OF BIDS**

Client: City of North Liberty  
Project Name: West Penn Street Improvements  
S-H Project #: 2112202190

Bid Date: February 13, 2024, 10:00 A.M.  
Location: NL Administration Building, 3 Quail Creek Circle  
Pages: 3 of 3

NAME AND ADDRESS OF BIDDER		Engineer's Estimate										
<b>Addendum 1</b>												
<b>Bid Security - 5%</b>												
<b>Bidder Status Form</b>												
<b>Iowa Contractor License Number</b>												
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	EXCAVATION, CLASS 10, ROADWAY AND BORROW	3540 CY	\$ 15.00	\$ 53,100.00		\$ -		\$ -		\$ -		\$ -
2	TOPSOIL, STRIP, SALVAGE AND SPREAD	2100 CY	\$ 8.00	\$ 16,800.00		\$ -		\$ -		\$ -		\$ -
3	MODIFIED SUBBASE	1525 CY	\$ 45.00	\$ 68,625.00		\$ -		\$ -		\$ -		\$ -
4	SHOULDER CONSTRUCTION, EARTH	41 STA	\$ 175.00	\$ 7,175.00		\$ -		\$ -		\$ -		\$ -
5	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	7730 SY	\$ 57.00	\$ 440,610.00		\$ -		\$ -		\$ -		\$ -
6	APRONS, CONCRETE, 24 IN. DIA.	1 EACH	\$ 4,000.00	\$ 4,000.00		\$ -		\$ -		\$ -		\$ -
7	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 36 IN.	4 EACH	\$ 7,500.00	\$ 30,000.00		\$ -		\$ -		\$ -		\$ -
8	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	4305 LF	\$ 12.00	\$ 51,660.00		\$ -		\$ -		\$ -		\$ -
9	TILE, 6 IN. DIA	70 LF	\$ 25.00	\$ 1,750.00		\$ -		\$ -		\$ -		\$ -
10	SUBDRAIN OUTLET	20 EACH	\$ 300.00	\$ 6,000.00		\$ -		\$ -		\$ -		\$ -
11	CULVERT, 3000D LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 36 IN.	110 LF	\$ 225.00	\$ 24,750.00		\$ -		\$ -		\$ -		\$ -
12	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	52 LF	\$ 100.00	\$ 5,200.00		\$ -		\$ -		\$ -		\$ -
13	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	108 LF	\$ 17.00	\$ 1,836.00		\$ -		\$ -		\$ -		\$ -
14	REVETMENT, CLASS E	60 TON	\$ 65.00	\$ 3,900.00		\$ -		\$ -		\$ -		\$ -
15	MACADAM STONE BASE	40 TON	\$ 45.00	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -
16	REMOVAL OF PAVEMENT	5825 SY	\$ 10.00	\$ 58,250.00		\$ -		\$ -		\$ -		\$ -
17	GRANULAR SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	30 TON	\$ 30.00	\$ 900.00		\$ -		\$ -		\$ -		\$ -
18	SUBGRADE TREATMENT	9030 SY	\$ 8.50	\$ 76,755.00		\$ -		\$ -		\$ -		\$ -
19	DUST CONTROL SURFACE TREATMENT	4 STA	\$ 500.00	\$ 2,000.00		\$ -		\$ -		\$ -		\$ -
20	DRIVEWAY, P.C. CONCRETE, 7 IN	50 SY	\$ 50.00	\$ 2,500.00		\$ -		\$ -		\$ -		\$ -
21	FENCE, FIELD	3400 LF	\$ 10.00	\$ 34,000.00		\$ -		\$ -		\$ -		\$ -
22	REMOVAL OF FENCE, BARBED WIRE	3400 LF	\$ 3.00	\$ 10,200.00		\$ -		\$ -		\$ -		\$ -
23	REMOVAL OF TYPE A SIGN	11 EACH	\$ 100.00	\$ 1,100.00		\$ -		\$ -		\$ -		\$ -
24	PERFORATED SQUARE STEEL TUBE POSTS	151 LF	\$ 15.00	\$ 2,265.00		\$ -		\$ -		\$ -		\$ -
25	TYPE A SIGNS, SHEET ALUMINUM	55.1 SF	\$ 25.00	\$ 1,377.50		\$ -		\$ -		\$ -		\$ -
26	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	10 EACH	\$ 150.00	\$ 1,500.00		\$ -		\$ -		\$ -		\$ -
27	PAINTED PAVEMENT MARKINGS, DURABLE	87 STA	\$ 150.00	\$ 13,050.00		\$ -		\$ -		\$ -		\$ -
28	TRAFFIC CONTROL	1 LS	\$ 20,000.00	\$ 20,000.00		\$ -		\$ -		\$ -		\$ -
29	MOBILIZATION	1 LS	\$ 90,000.00	\$ 90,000.00		\$ -		\$ -		\$ -		\$ -
30	PERMANENT SEEDING, FERTILIZER AND HYDRAULIC EROSION CONTROL - TYPE 2	3 ACRE	\$ 12,600.00	\$ 37,800.00		\$ -		\$ -		\$ -		\$ -
31	STABILIZING CROP - TEMPORARY SEEDING, FERTILIZER AND MULCHING TYPE 4	3 ACRE	\$ 600.00	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -
32	BIODEGRADABLE EROSION CONTROL BLANKET	1010 SQ	\$ 20.00	\$ 20,200.00		\$ -		\$ -		\$ -		\$ -
33	SWPPP MANAGEMENT	1 LS	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -		\$ -		\$ -
34	SILT FENCE OR COMPOST FILTER TUBE (8 IN. DIA.)	2330 LF	\$ 4.60	\$ 10,718.00		\$ -		\$ -		\$ -		\$ -
35	REMOVAL OF SILT FENCE OR COMPOST FILTER TUBE	2330 LF	\$ 0.20	\$ 466.00		\$ -		\$ -		\$ -		\$ -
36	MAINTENANCE OF SILT FENCE OR COMPOST FILTER TUBE	585 LF	\$ 0.25	\$ 146.25		\$ -		\$ -		\$ -		\$ -
37	PERMEABLE DITCH CHECK	805 LF	\$ 6.00	\$ 4,830.00		\$ -		\$ -		\$ -		\$ -
38	INTAKE PROTECTION - OPEN THROAT CURB INTAKE	2 EACH	\$ 150.00	\$ 300.00		\$ -		\$ -		\$ -		\$ -
39	MOBILIZATIONS, EROSION CONTROL	2 EACH	\$ 500.00	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -
40	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1 EACH	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -
<b>TOTAL BASE BID</b>				<b>\$1,111,863.75</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>



City of North Liberty - West Penn Street Improvements (Herky Street to James Avenue)  
**OPINION OF ANTICIPATED CONSTRUCTION COSTS**  
 Updated As Bid Results (PCI) - 2/13/2024

**DESCRIPTION: 32-foot wide (4-ft paved shoulder, 4' earth shoulder) rural section PCC roadway reconstruction on West Penn Street from Herky St to James Avenue (approx. 1700 ft).  
 Includes Penn Street improvements to 100 ft west of James Avenue, and James Avenue improvements 100 ft north of Penn Street and 250 ft south of Penn Street.**

**DIVISION 1: West Penn Street Improvements East of James Ave 50/50 Cost Share Johnson Co. and City of North Liberty; DIVISION 2: James Avenue Improvements 100% Johnson County**

ITEM	DESCRIPTION	UNIT	DIV 1 QTY	DIV 2 QTY	UNIT COST	EXTENDED COST DIV 1	EXTENDED COST DIV 2	TOTAL EXTENDED COST
1	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	2,660.0	880.0	\$ 5.25	\$ 13,965.00	\$ 4,620.00	\$ 18,585
2	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	1,800.0	300.0	\$ 7.25	\$ 13,050.00	\$ 2,175.00	\$ 15,225
3	MODIFIED SUBBASE	CY	1,165.0	360.0	\$ 39.00	\$ 45,435.00	\$ 14,040.00	\$ 59,475
4	SHOULDER CONSTRUCTION, EARTH	STA	32.0	9.0	\$ 272.50	\$ 8,720.00	\$ 2,452.50	\$ 11,173
5	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY	SY	5,870.0	1,860.0	\$ 57.50	\$ 337,525.00	\$ 106,950.00	\$ 444,475
6	APRONS, CONCRETE, 24 IN. DIA.	EACH	1	0	\$ 3,455.50	\$ 3,455.50	\$ -	\$ 3,456
7	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 36 IN.	EACH	4.0	0.0	\$ 4,780.00	\$ 19,120.00	\$ -	\$ 19,120
8	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	LF	3,355.0	950.0	\$ 5.75	\$ 19,291.25	\$ 5,462.50	\$ 24,754
9	TILE, 6 IN. DIA	LF	70	0	\$ 40.00	\$ 2,800.00	\$ -	\$ 2,800
10	SUBDRAIN OUTLET	EACH	14.0	6.0	\$ 425.00	\$ 5,950.00	\$ 2,550.00	\$ 8,500
11	CULVERT, 3000D LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 36 IN.	LF	110.0	0.0	\$ 242.00	\$ 26,620.00	\$ -	\$ 26,620
12	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24	LF	52.0	0.0	\$ 101.50	\$ 5,278.00	\$ -	\$ 5,278
13	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	78.0	30.0	\$ 40.00	\$ 3,120.00	\$ 1,200.00	\$ 4,320
14	REVTMENT, CLASS E	TON	60.0	0.0	\$ 64.75	\$ 3,885.00	\$ -	\$ 3,885
15	MACADAM STONE BASE	TON	40.0	0.0	\$ 44.00	\$ 1,760.00	\$ -	\$ 1,760
16	REMOVAL OF PAVEMENT	SY	4,250.0	1,575.0	\$ 10.25	\$ 43,562.50	\$ 16,143.75	\$ 59,706
17	GRANULAR SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	0	30	\$ 47.25	\$ -	\$ 1,417.50	\$ 1,418
18	SUBGRADE TREATMENT	SY	6,730	2,300	\$ 7.05	\$ 47,446.50	\$ 16,215.00	\$ 63,662
19	DUST CONTROL SURFACE TREATMENT	STA	4	0	\$ 2,500.00	\$ 10,000.00	\$ -	\$ 10,000
20	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	50	0	\$ 85.00	\$ 4,250.00	\$ -	\$ 4,250
21	FENCE, FIELD	LF	2,800	600	\$ 6.00	\$ 16,800.00	\$ 3,600.00	\$ 20,400
22	REMOVAL OF FENCE, BARBED WIRE	LF	2,825	575	\$ 4.00	\$ 11,300.00	\$ 2,300.00	\$ 13,600
23	REMOVAL OF TYPE A SIGN	EACH	5	6	\$ 150.00	\$ 750.00	\$ 900.00	\$ 1,650
24	PERFORATED SQUARE STEEL TUBE POSTS	LF	58.0	93.0	\$ 12.00	\$ 696.00	\$ 1,116.00	\$ 1,812
25	TYPE A SIGNS, SHEET ALUMINUM	SF	18.8	36.3	\$ 30.00	\$ 564.00	\$ 1,089.00	\$ 1,653
26	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH	4.0	6.0	\$ 250.00	\$ 1,000.00	\$ 1,500.00	\$ 2,500
27	PAINTED PAVEMENT MARKINGS, DURABLE	STA	51.0	36.0	\$ 198.00	\$ 10,098.00	\$ 7,128.00	\$ 17,226
28	TRAFFIC CONTROL	LS	0.5	0.5	\$ 14,550.00	\$ 7,275.00	\$ 7,275.00	\$ 14,550
29	MOBILIZATION	LS	0.75	0.25	\$ 36,900.00	\$ 27,675.00	\$ 9,225.00	\$ 36,900
30	PERMANENT SEEDING, FERTILIZER AND HYDRAULIC EROSION CONTROL - TYPE 2	AC	2.50	0.50	\$ 5,000.00	\$ 12,500.00	\$ 2,500.00	\$ 15,000
31	STABILIZING CROP - TEMPORARY SEEDING, FERTILIZER AND MULCHING - TYPE 4	AC	2.50	0.50	\$ 700.00	\$ 1,750.00	\$ 350.00	\$ 2,100
32	BIODEGRADABLE EROSION CONTROL BLANKET	SQ	810.0	200.0	\$ 15.00	\$ 12,150.00	\$ 3,000.00	\$ 15,150
33	SWPPP MANAGEMENT	LS	0.8	0.3	\$ 1,600.00	\$ 1,200.00	\$ 400.00	\$ 1,600
34	SILT FENCE OR COMPOST FILTER TUBE (8 IN. DIA.)	LF	1,900.0	430.0	\$ 1.75	\$ 3,325.00	\$ 752.50	\$ 4,078
35	REMOVAL OF SILT FENCE OR COMPOST FILTER TUBE	LF	1,900.0	430.0	\$ 0.25	\$ 475.00	\$ 107.50	\$ 583
36	MAINTENANCE OF SILT FENCE OR COMPOST FILETER TUBE	LF	470.0	115.0	\$ 0.50	\$ 235.00	\$ 57.50	\$ 293
37	PERMEABLE DITCH CHECK	LF	650.0	155.0	\$ 3.00	\$ 1,950.00	\$ 465.00	\$ 2,415
38	INTAKE PROTECTION - OPEN THROAT CURB INTAKE	EACH	2.0	0.0	\$ 100.00	\$ 200.00	\$ -	\$ 200
39	MOBILIZATIONS, EROSION CONTROL	EACH	1.0	1.0	\$ 700.00	\$ 700.00	\$ 700.00	\$ 1,400
40	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	0.5	0.5	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000
<b>Bid Results Totals</b>						<b>\$ 726,376.75</b>	<b>\$ 216,191.75</b>	<b>\$ 942,568.50</b>
						<b>DIV 1 (50/50)</b>	<b>DIV 2 (JoCo)</b>	<b>TOTAL</b>

**Resolution No. 2024-25**

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING EXECUTION  
OF THE CONTRACT FOR THE WEST PENN STREET IMPROVEMENTS  
PROJECT, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the City Council sought bids for the West Penn Street Improvements Project;

**WHEREAS**, ten contractors submitted responsive bids for the project; and

**WHEREAS**, the low base bid for the project was from Peterson Contractors, Inc. in the amount of \$942,568.50; and

**NOW, THEREFORE, BE IT RESOLVED** that the West Penn Street Improvements Project is authorized and the bid from Peterson Contractors, Inc. hereby accepted and approved for the project at an amount of \$942,568.50 as set forth therein.

**BE IT FURTHER RESOLVED** that the Contract between the Owner and the Contractor is approved and that the City Administrator is authorized to execute said agreement.

**APPROVED AND ADOPTED** this 27th day of February, 2024.

**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





**Johnson County Dive  
Team 28E**

 ORIGINAL

**Amended and Restated 28E Agreement between Johnson County, Iowa; Iowa City, Iowa; Coralville, Iowa; North Liberty, Iowa; Cedar Rapids, Iowa; Johnson County Emergency Management Agency; the City of University Heights, Iowa, and the University of Iowa; for the Joint Provision of Underwater Search and Recovery Operations in the Cooperating Jurisdictions**

WHEREAS, Johnson County, Iowa (hereinafter “Johnson County”); Iowa City, Iowa (hereinafter “Iowa City”); Coralville, Iowa (hereinafter “Coralville”); North Liberty, Iowa (hereinafter “North Liberty”); Cedar Rapids, Iowa (hereinafter “Cedar Rapids”); Johnson County Emergency Management Agency (hereinafter “Johnson County EMA”); the City of University Heights, Iowa (hereinafter “University Heights”); and the University of Iowa; are all public agencies as defined by Section 28E.2(2) of the Code of Iowa (2023); and

WHEREAS, Johnson County, Iowa City, Coralville, North Liberty, Cedar Rapids, Johnson County EMA, the City of University Heights, Iowa and the University of Iowa (hereinafter “the Parties”) all provide, through their various departments or offices and to one degree or another, underwater search and recovery operations within their respective jurisdictions; and

WHEREAS, the specific departments/offices covered by this Agreement include the Johnson County Sheriff’s Office, the Johnson County Ambulance Service, the Iowa City Fire Department, the Iowa City Police Department, the Coralville Fire Department, the Coralville Police Department, the North Liberty Police Department, the Cedar Rapids Fire Department, Johnson County EMA, the University Heights Police Department, and the University of Iowa Police Department (hereinafter “the Agencies”); and

WHEREAS, the Parties, with the exception of University Heights, did enter into a similar 28E Agreement in 2015, filed July 20, 2015 with the Iowa Secretary of State as document No. M508295 (the “2015 Dive Team Agreement”); and

WHEREAS, the Parties, now wish to revise said agreement relating to the joint provision of underwater search and recovery operations within all cooperating jurisdictions, by including, among other things, the addition of University Heights as a member Agency, and for this Agreement to supersede and replace in its entirety the 2015 Dive Team Agreement.

IT IS NOW AGREED that the Parties enter into an agreement pursuant to Chapter 28E of the Code of Iowa (2023), and specifically Iowa Code Section 28E.12, providing for the joint provision of underwater search and recovery operations within all cooperating jurisdictions with purposes, powers, rights, objectives, and responsibilities of the Parties being as follows:

1. **PURPOSE AND SCOPE:** The purpose of this Agreement is for the joint provision of underwater search and recovery services within the cooperating jurisdictions. The 2015 Dive Team Agreement is hereby superseded and replaced in its entirety by this Agreement, upon the full execution by the Parties hereto and filing with the Iowa Secretary of State. Until that time, the 2015 Dive Team Agreement remains in effect.

11/13/10

2. **CONSIDERATION AND ADMINISTRATION:** The mutual consideration herein is the mutual aid and provision of services provided to the Parties. The duties and responsibilities herein shall be administered by representatives of each Party's respective Agencies, to wit the Johnson County Sheriff and the Johnson County Ambulance Director, on behalf of Johnson County, the Iowa City Fire Chief and the Iowa City Police Chief on behalf of Iowa City, the Coralville Fire Chief and the Coralville Police Chief on behalf of Coralville, the North Liberty Police Chief on behalf of North Liberty, the Cedar Rapids Fire Chief on behalf of Cedar Rapids, the Johnson County Emergency Management Coordinator on behalf of Johnson County EMA, the Chief of Police on behalf of the City of University Heights and the Chief of Police for the University of Iowa Police Department on behalf of the University of Iowa.

3. **NO SEPARATE LEGAL ENTITY:** No separate legal entity is created by this Agreement. The Parties intend only the joint provision of governmental services.

4. **DIVE TEAM NAME:** The dive team providing the cooperative underwater search and recovery services shall be identified as the Johnson County Metro Dive Team (hereinafter "Dive Team").

5. **PROPERTY:** The Dive Team will not own any real or personal property. Any personal property acquired on behalf of or for the use of the Dive Team that is not owned by individual Dive Team members or that member's sponsoring Agency will be owned by Johnson County EMA.

6. **RESPONSIBILITIES OF THE AGENCIES AND DIVE TEAM MEMBERS:**

A. Each Agency agrees to provide at least one member to the Dive Team in order to conduct training, operations and maintenance of the equipment for the Dive Team and for response and recovery operations. Each Agency will also provide workers compensation, general liability, and medical coverage to their member(s) of the Dive Team and insure, as appropriate, any equipment owned by the Agency. Each Agency is responsible for providing scheduled and compensated time for its members to conduct training as part of the team and as agreed upon as well as for response operations. This will include any clean up time needed to restore equipment to an in-service and operational status after a training or response event. Training schedules are determined in December of each year for the upcoming/following year by the Dive Team Coordinator and Dive Team Business Operations Manager.

B. Each Agency shall provide no less than one certified diver trained to the open water level. Levels should be comparable to the Professional Association of Diving Instructors (PADI) Open Water standards of training. Agencies may offer to pay for their member to attain PADI Open Water training or the equivalent, and/or any required refresher course(s), but the Dive Team will not be responsible for those costs. The Dive Team may pay for those costs with an agreement for repayment to Johnson County EMA after the Dive Team certified diver has completed four years of service with the team and successful completion of all initial training. Within budgetary constraints, Johnson County EMA may, in its sole discretion, elect to cover some of the cost of additional required and specialty training such

as the ERDI (Emergency Response Diving International) ERD-1 (Emergency Response Diver Level 1 & 2 courses) and any approved additional certifications for one certified diver from each Agency on the Dive Team.

C. Each Dive Team member is responsible for his or her own initial basic open water Diver certification and for the purchase and maintenance of his or her own basic scuba gear required for initial open water certifications, unless his or her Agency chooses to assume these costs or an agreement (separate and independent of this Dive Team 28E Agreement) is made with Johnson County EMA for a term participation contract.

D. Johnson County EMA shall supply the following equipment and training to Dive Team divers for their use (but not ownership) while working and participating on this Dive Team: response dry suit, full face mask, boots and fins, tanks, buoyancy compensators, regulators suited for ice diving conditions, and for the ERDI level ERDi-1, ERDi-2, ERDi-Tender, ERDi Contaminated Water Diver, ERDi Ice Diver, and ERDi Search & Recovery courses or comparable alternative courses by another approved training program (e.g. Dive Rescue International or similar). Said equipment shall remain the property of Johnson County EMA and be used by the Dive Team members only in conjunction with Dive Team activities. Johnson County EMA will be responsible for member certification costs, including course registrations, course materials, special equipment use or rentals and tank fills as needed for the above course(s).

E. Meals, lodging and travel costs are not covered by the Dive Team. Reimbursement of these costs incurred by individual Dive Team members is discretionary with the respective member's parent Agency.

F. Specialty equipment, boats, trailers, and other mission-specific equipment will be provided to the Dive Team by Johnson County EMA to the extent feasible – and feasibility is determined at the sole discretion of Johnson County EMA. The above-listed equipment may be available for additional training use by dive team members on a checkout basis from Johnson County EMA.

G. The Dive Team method of call out shall occur by the Johnson County Joint Emergency Communications Center using the Alert Iowa Message system. A decision to call out the Dive Team remains with the entity having jurisdiction over the specific incident or with the Johnson County Emergency Manager for mutual aid incident requests outside of the team's normal response area or for incidents within Johnson County. In the absence of the Johnson County Emergency Manager, the Dive Team Coordinator may approve call out of the Dive Team only for incidents within the Team's primary area of responsibility outlined as anywhere within Johnson County or within the City limits of Cedar Rapids.

H. A Dive Team Coordinator shall be selected in December of each year (to serve as the Dive Team Coordinator in the following/upcoming year) by a simple majority of the listed Agencies' representatives. Each listed Agency shall have one vote. The Dive Team Coordinator shall be responsible for training, on scene dive operations, maintenance, and other duties as determined by the Business Operations Manager. No compensation is provided by the Dive Team for serving as Dive Team Coordinator and it is up to each participating Agency's discretion whether to provide any compensation to one of its members who serves as Dive Team Coordinator.

I. The Dive Team's Business Operations Manager shall be the Johnson County EMA Director/Coordinator.

J. The Dive Team Coordinator and Business Operations Manager shall review resumes and background checks received from potential members of the Dive Team. Dive Team Membership may be approved in the sole discretion of the Dive Team Coordinator and Business Operations Manager after receiving and reviewing resumes and background checks. Specifically, for civilian members of the general public who apply: decisions of the Dive Team Coordinator and Business Operations Manager about their applications are final. The denial of an application from a Member Agency can be appealed. If an appeal is submitted regarding the denial of an application from a Member Agency, then agency representatives in attendance at a meeting would consider and vote on the appeal.

K. Team members may resign upon 30 days advance written notice to the Dive Team Coordinator or Business Operations Manager. If a Dive Team Member is removed from the Dive Team due to their Member Agency's/supervisor's decision (the Member Agency decision), then such removal is effective upon the Member Agency giving notice to the Dive Team. If a Dive Team Member wishes to remain a member after their employment with a Member Agency has ended, then the Member Agencies (in consultation with the Dive Team Coordinator and Business Operations Manager) review, consider, and decide whether to have that person continue and stay on as a civilian volunteer.

L. **Removal of Dive Team Members employed by and representing Member Agencies:** Members (who are employed by and represent Member Agencies) may be removed from the Dive Team with notice by the Dive Team Coordinator or Business Manager for just cause. A removed member who wishes to maintain Dive Team Membership and contest their removal may file an appeal. A removed member may file a written appeal by submitting it to the Member Agencies' representatives. The appealing party will then be provided with a written notice from the Dive Team informing them of the time, date, and location of the Dive Team meeting where their appeal will be heard and considered. The written notice will inform the appealing party of their rights to attend the hearing and to speak and present their testimony or other evidence in support of their appeal. A majority of the member Agencies' representatives would have to vote in favor of the appellant for the appeal to be successful.

M. All Dive Team equipment purchased by Johnson County EMA for use by Dive Team members shall be returned to the Dive Team Coordinator or Business Manager upon separation from the Dive Team.

N. An annual training schedule shall be published each year in December (for the upcoming/following year) for the Dive Team members by the Dive Team Coordinator with approval of the Business Manager and with copies to each member and the representative of each members Agency. Dive Team members are responsible for arranging their work time / scheduling with their Agency so they may attend Dive Team training. Each and every diver must attend no less than half (50%) of the scheduled trainings to remain as a current active diver each year. Failure to attend at least half of the scheduled trainings moves a diver into the tender status until they have attended at least half of the trainings in a consecutive twelve-month period.

O. Training and response records (dive logs) will be completed by each Dive Team member involved in the training or response, and a master record will be provided to the Business Operations Manager for every dive team member's file. A dive action plan shall also be completed for each mission and kept on file.

P. The Dive Team Coordinator in collaboration with the Business Operations Manager shall develop and annually update standard operating procedures for the Dive Team. A current copy of these procedures shall be provided annually to each member and their Agency representative.

Q. The Business Operations Manager shall keep an accurate roster of Dive Team members, complete with contact information. Copies of this roster shall be provided annually, or as members are added or removed from the team, to all member Agencies, Dive Team members, and the communications centers listed above.

R. When possible, the Dive Team shall respond to any request for which they have been called out. Operational periods will be determined by the Dive Team Coordinator, Business Operations Manager, or the senior-most diver on scene.

S. The Dive Team may develop other rules for the conduct of its members as appropriate.

7. BUDGETARY CONSTRAINTS: All activities conducted and equipment purchased in relation to this Agreement are intended to occur within the existing budgetary constraints of and at the discretion of the Agencies involved. The Dive Team budget is set annually at the discretion of Johnson County Emergency Management Commission. Nothing herein is intended to create an obligation to spend a specific amount of money on personnel or equipment. In the event any Agency, in its own discretion, becomes financially unable to participate due to decreased revenue, other budgetary priorities or the like, said Agency may withdraw from the Agreement in the manner described below.

8. VOLUNTEER CIVILIAN DIVE TEAM MEMBERS: Volunteer Civilian Dive Team members, if any, will be allowed only on a case-by-case basis. Dive Team Membership for such volunteers may be approved in the sole discretion of the Dive Team Coordinator and Business Operations Manager after receiving and reviewing resumes and background checks. These civilian members shall not be considered employees of any of the Parties or their respective Agencies, but may be covered under the Johnson County EMA workers compensation plan for coverage during assignments and trainings sanctioned by the Dive Team. Each potential civilian member shall provide proof of health insurance, a resume, a copy of a valid Iowa driver's license, copies of all current dive certifications, and any other information requested by the Business Operations Manager for consideration by the Agencies' representatives. Civilian members must pass a background check conducted by the Johnson County Sheriff's Office and lack any felony convictions. Volunteer civilian members will be uncompensated. Removal of a volunteer or non-Agency-affiliated diver is at the discretion of the Dive Team Coordinator and Business Operations Manager.

9. EFFECTIVE DATE: This Agreement shall be effective when approved and signed by the respective parties and filed with the Secretary of State as provided in Chapter 28E.8 of the Code of Iowa. It is intended to replace, in their entirety, any prior agreements, memorandums or understandings between any of the Parties related to dive team services.

10. DURATION AND TERMINATION: Once effective, this Agreement shall be in effect for four years after the date it was executed or, if executed by the Parties on different dates, the date it was executed by the final signatory. At the end of the four-year effective period, or any successive four-year effective period, the Agreement shall be automatically renewed for an additional four-year period unless four or more Parties object in writing to such renewal by delivering (email is acceptable) notice of such objection to all other parties to this Agreement to and through their designated representatives under paragraph 2, above, no less than thirty days prior to the renewal date. If four or more Parties timely object to renewal of the Agreement, then the Agreement shall terminate at the end of the effective period.

11. REVIEW. Any Party may request review and possible amendment of the terms of this Agreement by sending a letter to the other Parties requesting it. All Parties agree to consider any proposed amendments in good faith.

12. WITHDRAWAL OF A SINGLE PARTY. Any party may terminate its individual involvement in this Agreement upon giving thirty days advance written notice of withdrawal to the other Parties.

13. LIABILITY AND THIRD-PARTY RIGHTS. Nothing herein is intended to alter any of the Parties' ultimate responsibilities for their employees under Iowa law, including liability for or immunity from third-party claims. This 28E Agreement is not intended to create any third party benefits.

14. NOTICES. Any official notice to one of the Parties shall be deemed effective when sent via ordinary mail addressed to the Agency representative of a particular Party, at that person's address used for official business.

**CITY OF CORALVILLE**

This Agreement was approved by official action of the City Council of Coralville in official session on the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Meghann Foster, Mayor  
City of Coralville

ATTEST: \_\_\_\_\_  
City Clerk

**CITY OF NORTH LIBERTY**

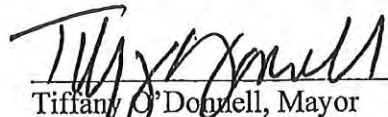
This Agreement was approved by official action of the City Council of North Liberty in official session on the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chris Hoffman, Mayor  
City of North Liberty

ATTEST: \_\_\_\_\_  
City Clerk

**CITY OF CEDAR RAPIDS**

This Agreement was approved by official action of the City Council of Cedar Rapids in official session on the 10th day of October, 2023.

  
\_\_\_\_\_  
Tiffany O'Donnell, Mayor  
City of Cedar Rapids

ATTEST: Alissa Van Sloten  
Alissa Van Sloten, City Clerk

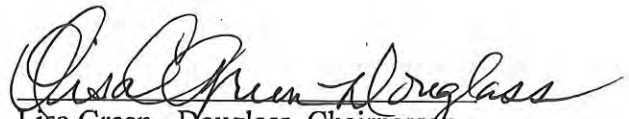


15. INTERPRETATION AND ENFORCEMENT: Interpretation and enforcement of the Agreement shall be in accordance with Chapter 28E of the Code of Iowa (2023) and statutes respecting the rights and responsibilities of political subdivisions of the state.

16. DISPUTE RESOLUTION: Matters in dispute or subject to interpretation shall be first submitted to the Parties for resolution prior to any of the Parties pursuing administrative or judicial remedies. In the event such matters must be submitted to the Parties, they shall be submitted specifically to the Agency representatives who will make a good faith effort to resolve the dispute.

**JOHNSON COUNTY**

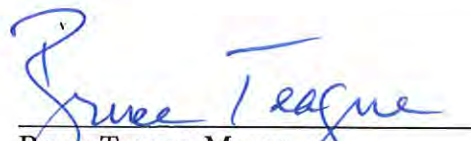
This Agreement was approved by official action of the Johnson County Board of Supervisors in official session on the 14th day of December, 2023.

  
Lisa Green - Douglass, Chairperson  
Johnson County Board of Supervisors

ATTEST: Travis Weipert  
County Auditor  
by Bogdana Velhovan (Deputy Auditor)

**CITY OF IOWA CITY**

This Agreement was approved by official action of the City Council of Iowa City in official session on the 21st day of November, 2023.

  
Bruce Teague, Mayor  
City of Iowa City

ATTEST: Kellie K. Grace  
City Clerk

Approved By

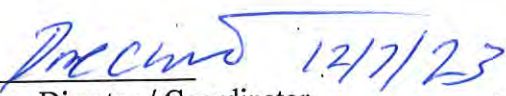


City Attorney's Office

**JOHNSON COUNTY EMERGENCY MANAGEMENT COMMISSION and AGENCY**

This Agreement was approved by official action of the Johnson County EMA Commission in official session on the 7 day of 2023, 2023.


  
Tim Kemp, EMA Commission Chairperson and Mayor of Hills

ATTEST:  12/7/23  
EMA Agency Director / Coordinator  
Dave C Wilson

**THE UNIVERSITY OF IOWA**


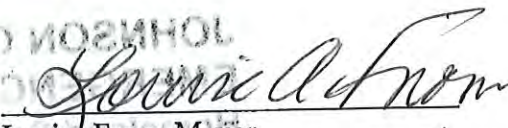

The undersigned acknowledges his/her authority to approve this Agreement and provides that approval on the 21 day of December, 2023.


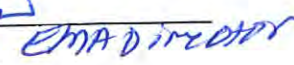
  
David W. Kieft  
Business Manager

  
Mark Bullock, Assistant Vice President for  
Campus Safety

**CITY OF UNIVERSITY HEIGHTS**

This Agreement was approved by official action of the City Council of University Heights in official session on the 7 day of DECEMBER 2023.

  
  
Louise From, Mayor  
City of University Heights  


ATTEST:   
City Clerk 

**JOHNSON COUNTY**  
**EMERGENCY MANAGEMENT**  
Homeland Security  
4529 Melrose Ave.  
Iowa City, IA 52246

7.e

Prepared by: Susan Dulek, First Ass't. City Atty., 410 E. Washington St., Iowa City, IA 319-356-5030

Resolution No. 23-301

**Resolution authorizing the Mayor to sign and City Clerk to attest a Chapter 28E agreement for the joint provision of underwater search and recovery operations (aka, a dive team).**

Whereas, there are occasions whereby an underwater search and recovery operation undertaken by local governments would exhaust its available equipment and personnel; and

Whereas, as a result in Resolution No. 15-94 the City entered into an agreement pursuant to Chapter 28E of the Iowa Code with Coralville, Johnson County, and other governmental entities for the joint provision of underwater search and recovery operations (aka, a dive team); and

Whereas, Johnson County Emergency Management Agency is proposing a new agreement to add University Heights, to change equipment obligations, and to modify training requirements and expenses for divers; and

Whereas, Chapter 28E of the Iowa Code allows the State and local governments to make efficient use of their resources and powers in order to provide joint services; and

Whereas, it is in the interest of the City of Iowa City to enter into the attached 28E Agreement among Johnson County, Iowa City, Coralville, North Liberty, Cedar Rapids, University of Iowa, Johnson County Emergency Management Agency, and University Heights for the joint provision of underwater search and recovery operations in the cooperating jurisdictions.

Now, therefore, be it resolved by the City Council of the City of Iowa City, Iowa, that:

The Mayor is hereby authorized to sign and the City Clerk to attest the attached 28E Agreement among Johnson County, Iowa City, Coralville, North Liberty, Cedar Rapids, Johnson County Emergency Management Agency, and University Heights for the joint provision of underwater search and recovery operations.

Passed and approved this 21st day of November, 2023.

Bruce Teague  
Mayor

Attest: Keelin K. Grace  
City Clerk

Approved by

[Signature]  
City Attorney's Office - 11/10/2023

It was moved by Alter and seconded by Taylor the Resolution be adopted, and upon roll call there were:

AYES:

X  
X  
X  
X  
X  
X  
X

NAYS:

\_\_\_\_\_  
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ABSENT:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Alter  
\_\_\_\_\_ Bergus  
\_\_\_\_\_ Harmsen  
\_\_\_\_\_ Salih  
\_\_\_\_\_ Taylor  
\_\_\_\_\_ Teague  
\_\_\_\_\_ Thomas

## Executive Summary

**Meeting Date:** 12/6/2023

**Agenda Language:** Authorize Chairperson to sign updated multi-agency Johnson County Metro Dive Team 28E agreement to cover membership renewal and additions of member department (JCAS) to existing members from County Departments such as JCSO & J.C.I.T. staff as members.

**Prepared by/Contact:** Dave C Wilson, Emergency Management Agency Director

- This agenda item replaces the existing 28E which allows employees of Johnson County to be part of the dive team. It formally adds additional county department(s) to be members of the Johnson County Metro Dive Team and allows department heads to covers their members wages, salary and insurance/work compensation, during training, and activations. The EMA Commission and agency cover all other costs except their salary and benefits to the staff member(s) when they are activated as part of the multi county dive team through the Commission and Agencies budget.

### **Background:**

The Johnson County EMA Commission instructed the Johnson County Emergency Management Agency in 2012 to re-establish a countywide dive recovery team in order to cover calls for service. At that time both the Linn County Dive Team and the previous Johnson County Dive teams had become defunct and were discontinued which left the County and area reliant on support when available from Muscatine County's Team. The original 28E and MOU covered only members from agencies within Johnson County. That was revised and expanded in June of 2015 to include the City of Cedar Rapids which provides members and grant funded an additional \$30,000.00 for equipment. Presently they provide 3 members to the team. This newest version expands on the two previous versions to include additional members from additional county departments (JCAS – Ambulance), and from additional cities and their departments within the county. It adds membership from University Heights and expands the Coralville membership to include both the Police and Fire Department as members. This latest version clarifies coverage of training expectations, who covers those costs, what equipment is provided and used by member entities as well as sets minimum participation levels

### **Recommendation:**

- Recommend approval of the Chairperson to sign the updated 28E already signed by the cities of Cedar Rapids and Iowa City to continue participation in the team.
- **Revision to the 28E is attached and was crafted in collaboration with Johnson County Attorney's office staff attorneys (Ryan & Nathan) as well as EMA Director Wilson.**



# **Middle Iowa Water Management Association**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
JOHNSON COUNTY  
AND  
CITY OF NORTH LIBERTY

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the following parties:

Johnson County (**COUNTY**)  
Contact: Allison Wells, Grants Manager  
Johnson County Board of Supervisors Office  
913 S. Dubuque Street, Suite 201  
Iowa City, Iowa 52240  
319-688-5808 or [awells@johnsoncountyiowa.gov](mailto:awells@johnsoncountyiowa.gov)

AND

City of North Liberty (**CITY**)  
3 Quail Creek Circle  
North Liberty, Iowa 52317  
Contact: Mike Wolfe, Stormwater Coordinator  
319-626-5757 or [mwolfe@northlibertyiowa.org](mailto:mwolfe@northlibertyiowa.org)

The parties entering this MOU have formed a collaboration by and through establishment of the Middle Iowa Watershed Management Authority (WMA) and, in furtherance of the WMA’s programs and joint efforts, so agree to the following terms and conditions.

2. **Background.** CITY is the fiscal agent of the WMA, an entity of which both CITY and COUNTY are members. WMA received a grant from the State of Iowa Department of Natural Resources (DNR) for comprehensive water quality management planning. COUNTY pledged \$91,000 of its allocation of State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act to the WMA as local cash match for the WMA’s comprehensive water quality management planning grant application, as described in Resolution no. 11-30-23-01. This contribution falls under eligible use 5.9 Clean Water: Nonpoint Source to address nonpoint source pollution of the watershed.

On December 21, 2023 the DNR provided WMA with an intent to award notification. WMA issued a Request for Proposals on February 1, 2024 to procure a consultant to provide comprehensive water quality planning services.

3. **Purpose.** The purpose of the MOU is to define the arrangement between COUNTY and CITY to transfer funds in satisfaction of the COUNTY's pledge to match the DNR grant funds.
4. **Compensation.** COUNTY will contribute \$91,000 toward the consultant fees and/or other eligible expenses of the WMA in carrying out the comprehensive water quality management planning described in the grant application made to DNR (altogether, the “WQM Planning Expenses”), to be paid to CITY as fiscal agent, for the benefit of the WMA, in a lump sum payment by June 30, 2024.



**5. Roles & Responsibilities of CITY.**

- CITY will use the amounts contributed by COUNTY to pay WQM Planning Expenses incurred by the WMA.
- CITY will provide oversight and administration of the contract with the selected consultant to ensure compliance with federal regulations, including any regulations applicable to the WMA's and CITY's receipt and use of COUNTY's SLFRF funds, and the execution of scope of work and deliverables.
- In contracting with the selected consultant, CITY agrees to abide by the federal contract provisions as outlined in the addendum attached hereto, as applicable. CITY shall observe all reporting requirements to COUNTY for its expenditures of State and Local Fiscal Recovery Funds contemplated by the comprehensive water quality plan.

**6. Roles & Responsibilities of COUNTY.**

- COUNTY agrees to provide \$91,000 to CITY, as fiscal agent, for the benefit of the WMA, for the purposes of the comprehensive water quality plan. This contribution constitutes the total financial obligation or liability assumed by COUNTY regarding the WQM Planning Expenses unless separately agreed to by COUNTY.
- COUNTY will report the expenditure and its impacts to the U.S. Department of the Treasury.
- The COUNTY will cooperate with the selection of the contractor and the activities in conducting the Study, including participating in meetings, reviewing materials, and providing information as needed as a project stakeholder.

**7. General Provisions.**

- a) This MOU and its interpretations shall be governed by Iowa law.
- b) Signatures on this document indicate the parties have read and accept the MOU provisions as stated.

**8. Duration.** This MOU may be modified by mutual consent of authorized officials from COUNTY and CITY; as between the COUNTY and the WMA, the CITY shall be deemed to act with the authority and on behalf of the WMA with respect to the subject matter of this MOU. This MOU shall become effective upon signature by the authorized officials from COUNTY and CITY and will remain in effect until modified or terminated by mutual consent, or terminated by either party. Notice of termination shall be conveyed via US mail, providing 15 days before becoming effective with all eligible costs relating to the WMA's comprehensive water quality management planning project incurred prior to such effective termination date to be paid by the WMA, CITY, COUNTY and any other project partners on a pro rata basis in proportion to their stated contributions.

**9. Signatures.** In witness thereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below. The effective date of this MOU is the date of the signature last affixed to this page.

**CITY OF NORTH LIBERTY**

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Ryan Heiar  
City Administrator

---

Date

**JOHNSON COUNTY**

---

Rod Sullivan  
Board Chairperson

---

Date

**MIDDLE IOWA WATERSHED MANAGEMENT AUTHORITY**

---

Mike Wolfe  
Middle Iowa WMA Chairperson

---

Date


OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: County of Johnson 913. South Dubuque Street Iowa City, Iowa, 52240-4204	DUNS Number: 075836403 Taxpayer Identification Number: 426004806 Assistance Listing Number: 21.019
--	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:  
Recipient:   
\_\_\_\_\_128CF0F0C6294A4...

Authorized Representative: Pat Heiden

Title: Chairperson, Johnson County Board of Supervisors

Date signed: 5/12/2021

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.



OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

County of Johnson

5/12/2021

Recipient

Date

DocuSigned by:  
*Pat Heiden*  
128CF0F0C6294A4...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**Resolution No. 2024-26**

**RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH LIBERTY AND JOHNSON COUNTY FOR MIDDLE IOWA WATERSHED MANAGEMENT AUTHORITY**

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

**WHEREAS**, the City of North Liberty is a member of the Middle Iowa Watershed Management Authority; and

**WHEREAS**, the City of North Liberty offered to be the fiscal agent for the organization to provide as an in-kind contribution; and

**WHEREAS**, the Middle Iowa Watershed Management Authority has presented a Memorandum of Understanding that presents the roles and responsibilities of the involved organizations.

**NOW, THEREFORE, BE IT RESOLVED** that the Memorandum of Understanding between the City of North Liberty and Johnson County for the Middle Iowa Watershed Management Authority is hereby approved as set forth therein.

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

**APPROVED AND ADOPTED** this 27th day of February, 2024.

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.

---

TRACEY MULCAHEY, CITY CLERK



# **Centennial Park Play Yard Naming Agreement**

## NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (the “Agreement”) is entered into by and between the Watts Family Foundation (the “Sponsor”), an Iowa non-profit corporation, located at 425 E. Oakdale Blvd. Suite 101, Coralville, Iowa, and the City of North Liberty (“North Liberty” or the “City”), an Iowa municipal corporation located at 3 Quail Creek Circle, North Liberty, Iowa. Sponsor and North Liberty are individually each a “Party” to this Agreement, and may be collectively described as “the Parties.”

### RECITALS

**WHEREAS**, North Liberty’s Facility Naming Policy establishes certain criteria and guiding principles to be followed in the naming and renaming of City facilities; and

**WHEREAS**, the City’s Facility Naming Policy provides that individuals, groups, organizations, associations, companies, or businesses may choose to offer a donation of land, equipment, materials, or funding to the City in consideration for naming rights of a City facility; and

**WHEREAS**, Sponsor is seeking to offer funding for the City’s Centennial Park Next Stage Project (“the Project”), in exchange for naming rights to certain portions of Centennial Park described with particularity below; and

**WHEREAS**, the City finds that granting naming rights of the Facility to Sponsor in accordance with Sponsor’s offer is consistent with the City’s Facility Naming Policy; and

**WHEREAS**, both Parties wish to reduce their agreement to writing.

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

1. **Facility.** The Parties agree that the northeastern area including play structures, future splash pad, restroom, shade structures and shelter at Centennial Park in the City of North Liberty, Iowa, (the “Facility”) identified with particularity on the attached Exhibit A shall be referred to as The Watts Family Play Yard (the “Name”) indefinitely commencing upon the day this Agreement is fully executed by the Parties (the “Enactment Date”). The name shall be displayed on the Facility and on the Donor Wall on Centennial Center as determined by and in the sole discretion of the City Administrator for the City of North Liberty and in consultation with Sponsor. The Facility shall be referred to in publications and communications originating from the City by said Name for so long as the Facility is so named.
2. **Project Funding Contribution.** Sponsor agrees to provide funding to be applied toward the Centennial Park Next Stage Project in the amount of Two Hundred Fifty

Thousand dollars (\$250,000.00) (the "Contribution"), to facilitate the implementation and/or maintenance of the Project.

The Contribution shall be delivered to the City in 12 equal installments of \$20,833.33, each such installment to be received by the City Clerk on or before January 1 of each year beginning in 2024, with the last such installment received on or before January 1, 2035.

3. **Additional Benefits.** In addition to the naming rights of the Facility, Sponsor shall receive the following benefits during the term of this Agreement:

- A. None.

4. **Signage.** City agrees to install certain signage at the Facility as depicted in Exhibit B at its own expense. The size, location, style, and quantity of such signage shall be subject to approval by the City Administrator prior to its installation. Said signage shall remain installed for so long as the Facility is so named. Additional or substitute signage of similar character may be installed subject to the approval of the City Administrator and at the Sponsor's expense.

5. **Termination.** This Agreement may be terminated, with or without cause, only by the City. Termination shall become effective ten (10) days after the City sends written notice to the Sponsor of the City's intent to terminate the Agreement.

If the Agreement is terminated without cause prior to twenty (20) years from the Enactment Date, Sponsor shall be relieved of its obligation to provide any further installments of its Contribution, and shall be entitled to a refund of that portion of its Contribution or installments thereof already having been received by the City, with such refund amount pro-rated over twenty (years) from the Enactment Date.

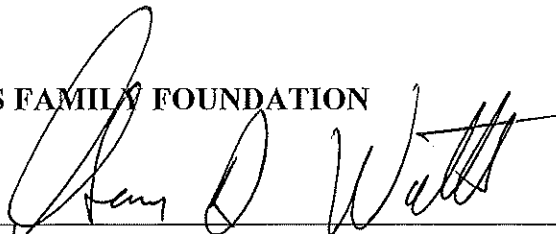
6. **Reputation.** The Sponsor acknowledges and agrees that the granting of naming rights to any entity by the City may create the public perception of acceptance and/or endorsement of that entity by the City, regardless of whether or not such acceptance or endorsement actually exists. As such, Sponsor acknowledges and agrees that its actions may affect the reputation of the City by reason of such perception. Accordingly, neither the Sponsor nor its agents shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If the Sponsor or the Sponsor's agent is credibly accused of any immoral or unethical act, dishonesty, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City, the City shall have the right to terminate this contract with cause upon ten (10) days written notice specifying the reason, within which period the Sponsor may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion.

If the Agreement is terminated with cause pursuant to this Paragraph 6, the Sponsor shall be relieved of its requirement to deliver any unpaid installments, but the City shall be entitled to retain 100% of any installments already received.

7. **Execution of Instruments.** The Parties agree to promptly execute whatever documents may be necessary to give full effect to their obligations under this Agreement.
8. **Incorporation of Recitals.** The recital paragraphs appearing at the beginning of this Agreement are substantive portions hereof and are incorporated by this reference herein.
9. **Captions/Titles.** The paragraph titles, headings, and/or captions set forth in this Agreement have been employed solely as a means of reference and convenience. Such designations shall not affect the interpretation or construction of this Agreement and shall not define, limit, extend, or otherwise describe the scope of the Agreement or the intent of any provisions hereof. Such designations are not substantive.
10. **Acknowledgment of Understanding.** The Parties acknowledge that they have read the foregoing Agreement, understand its terms, and freely and voluntarily execute the Agreement.
11. **Notice.** Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail provided that such notice is contemporaneously provided in written hard copy to the receiving party's legal department.

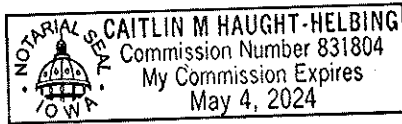
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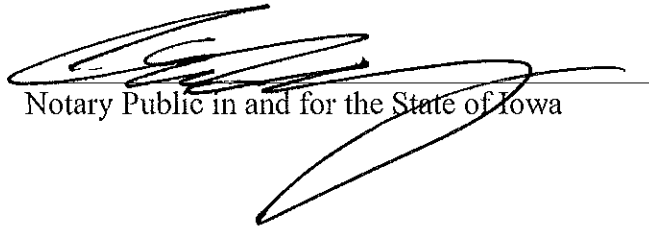
**WATTS FAMILY FOUNDATION**

By:   
Gary D. Watts, President

STATE OF IOWA, JOHNSON COUNTY: ss

On this 13 day of February, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary D. Watts, to me personally known, who, being by me duly sworn, did say that he is the President of Watts Family Foundation, an Iowa non-profit corporation, and that the instrument was signed on behalf of the corporation by the authority of its board, and that Gary D. Watts acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.



  
Notary Public in and for the State of Iowa

**CITY OF NORTH LIBERTY, IOWA**

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

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared 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 \_\_\_\_\_, 20\_\_\_; 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



EXHIBIT A

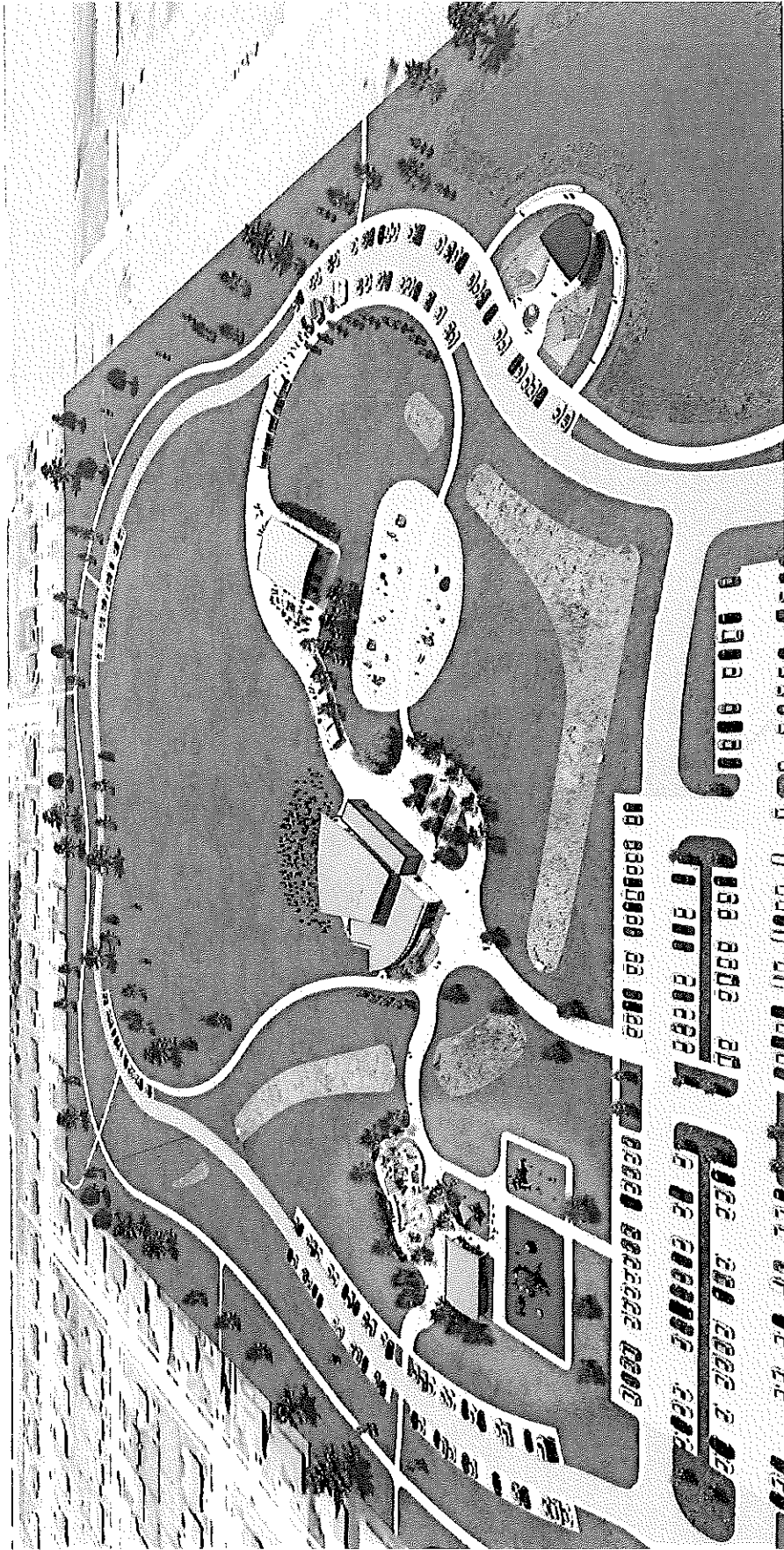


EXHIBIT B



**Resolution No. 2024-27**

**RESOLUTION APPROVING THE NAMING RIGHTS AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND WATTS FAMILY FOUNDATION THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH A SPONSORSHIP FOR CENTENNIAL PARK NEXT STAGE PARK PROJECT WILL BE PROVIDED**

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

**WHEREAS**, the City of North Liberty is undertaking the Centennial Park Next Stage Project (the Project); and

**WHEREAS**, Watts Family Foundation is offering a sponsorship of \$250,000 for the Project in exchange for naming rights to certain portions of Centennial Park, specifically the play yard; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding regarding said agreement and the terms and conditions.

**NOW, THEREFORE, BE IT RESOLVED** that that the Naming Rights Agreement between the City of North Liberty and the Watts Family Foundation is approved for the Centennial Park Next Stage Project, North Liberty, Iowa.

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

**APPROVED AND ADOPTED** this 27th day of February, 2024.

**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.

---

TRACEY MULCAHEY, CITY CLERK



# **Water Tower Place**

**Resolution No. 2024-28**

**RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR WATER  
TOWER PLACE SUBDIVISION IN NORTH LIBERTY, IOWA**

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

**WHEREAS**, on October 24, 2023, the City Council of North Liberty approved the final plat for Water Tower Place Subdivision; and

**WHEREAS**, the installation of public improvements for said subdivision has been completed in accordance with the requirements of Chapter 180.11 of the City Code.

**NOW, THEREFORE, BE IT RESOLVED** that the public improvements contemplated for Water Tower Place Subdivision and the Owner's Certificate and Dedication for said subdivision are hereby approved and accepted.

**APPROVED AND ADOPTED** this 27th day of February, 2024.

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.

---

TRACEY MULCAHEY, CITY CLERK



# **Speed Zones**

**ORDINANCE NO. 2024-01**

**AN ORDINANCE AMENDING CHAPTER 62 OF THE NORTH LIBERTY  
CODE OF ORDINANCES TO UPDATE SPEED VIOLATION CITATION  
CRITERIA AND THE LOCATIONS OF SPECIAL SPEED ZONES**

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

**SECTION 1. AMENDMENT.** Chapter 62.05 of the North Liberty Code of Ordinances is amended to read as follows:

**62.05 STATE CODE SPEED LIMITS.**

The following speed limits are established in Section 321.285 of the Code of Iowa and any speed in excess thereof is unlawful unless specifically designated otherwise in this chapter as a special speed zone.

1. Business District - twenty (20) miles per hour.
2. Residence or School District - twenty-five (25) miles per hour.
3. Suburban District - forty-five (45) miles per hour.

Violations of this section shall be cited under Section 62.01(~~8584~~) through 62.01(99), as is appropriate under the circumstances.

**SECTION 2. AMENDMENT.** Chapter 62.07 of the North Liberty Code of Ordinances is amended to read as follows:

**62.07 SPECIAL SPEED ZONES.**

1. In accordance with requirements of the Iowa Department of Transportation, or whenever the City Council shall determine upon the basis of an engineering and traffic investigation that any speed limit listed in Section 62.~~01~~05 is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of the City street system, the Council shall determine and adopt by ~~resolution-ordinance~~ such higher or lower speed limit as it deems reasonable and safe at such location. Such speed limit shall be effective when proper and appropriate signs giving notice of the speed limit are erected at such intersections or other place or part of the street. Violations of this section shall be cited under Section 62.01(84) through 62.01(99), as is appropriate under the circumstances.

2. Special speed zones within the City are hereby established as set forth below in Table 62.07.

<b>Table 62.07 - Special Speed Zones</b>	
<b>Special Speed Zone Location</b>	<b>Speed Limit</b>
Front Street between its intersections with Zeller Street and Forevergreen Road	30 Mph
Mehaffey Bridge Road NE between a point 270' West-Southwest of its intersection with Cedar Springs Drive and a point 260' East of its intersection with Cedar Springs Drive	35 Mph
Mehaffey Bridge Road NE starting at a point 260' East of its intersection with Cedar Springs Drive, and continuing East to City Limits	45 Mph
Dubuque Street starting at a point 275' Northwest of its intersection with Centro Way, and continuing Northwest to its intersection with Highway 965	35 Mph
Dubuque Street starting at a point 1,000 feet Southeast of its intersection with Juniper Street, and continuing Southeast and East to City Limits	35 Mph
North Liberty Road starting at a point 115' North of its intersection with Salm Drive, and continuing South to City Limits	35 Mph
North Liberty Road starting at a point 115' North of its intersection with Salm Drive, and continuing North and West to a point on Penn Street, 1,450' East of Penn Street's intersection with Juniper Street	45 Mph
Scales Bend Road starting at its intersection with Highway 965 and continuing North to a point 65' North of its intersection with Fox Run	35 Mph
Scales Bend Road starting at a point 65' North of its intersection with Fox Run, and continuing North to City Limits	40 Mph
240th Street between its intersections with Highway 965 and Goose Lake Circle	35 Mph
Alexander Way between its intersections with 240th Street and Penn Street	35 Mph
Jones Boulevard between its intersections with Forevergreen Road and 240th Street	35 Mph
Forevergreen Road between its intersections with Highway 965 and a point 875' West of its intersection with Covered Bridge Road	35 Mph
Forevergreen Road starting at a point 875' West of its intersection with Covered Bridge Road, and continuing West to City Limits	45 Mph
St. Andrews Drive between its intersections with Kansas Avenue and Jones Boulevard	35 Mph
Kansas Avenue starting at a point 55' South of its intersection with West Lake Road, and continuing South to a point 55' South of its intersection with Denison Avenue	35 Mph



Kansas Avenue starting at a point 55' South of its intersection with Denison Avenue, and continuing South to its intersection with Forevergreen Road	45 Mph
Penn Street starting at its intersection with Saratoga Place, and continuing West to City Limits	45 Mph
Penn Street between its intersections with Saratoga Place and Highway 965	35 Mph
Highway 965 starting at a point 1,360' Northwest of its intersection with 240th Street, and continuing Northwest to City Limits	45 Mph
Highway 965 between a point 1,360' Northwest of its intersection with 240th Street and a point 590' North of its intersection with Sara Court	35 Mph
Highway 965 starting at a point 590' North of its intersection with Sara Court, and continuing South to City Limits	45 Mph

3. Special speed zones within the City governing speed limits on public roads adjacent to schools, and which are not otherwise governed by the provisions of Chapter 62.05 of this code, are hereby established as set forth below in Table 62.08.

<b>Table 62.08 - Special Speed Zones for Schools</b>	
<b>Special Speed Zone Location</b>	<b>Speed Limit</b>
South Front Street between its intersection with Forevergreen Road and a point 150' South of its intersection with Vandello Drive	20 Mph
South Front Street between a point 120' North of its intersection with Nicholas Lane and a point 150' South of its intersection with Vandello Drive	20 Mph
Vandello Drive between its intersection with South Front Street and a point 150' West of its intersection with South Front Street	20 Mph
Windsor Road between its intersection with South Front Street and a point 130' East of its intersection with South Front Street	20 Mph
South Front Street between its intersection with Zeller Street and a point 250' South of its intersection with Hackberry Street	20 Mph
Hackberry Street between its intersection with Front Street and a point 200' East of its intersection with South Front Street	20 Mph
Birch Court between its intersection with South Front Street and a point 160' East of its intersection with South Front Street	20 Mph
Birch Street between its intersection with Autumn Court and its intersection with South Front Street	20 Mph
South Stewart Street between a point 120' South of its easterly intersection with Birch Street and said intersection	20 Mph

East Hickory Street between its intersection with South Front Street and a point 175' East of its intersection with South Front Street	20 Mph
North Front Street between a point 350' South of its intersection with Centro Way and a point 250' North of its intersection with Centro Way	20 Mph
Centro Way between its intersection with North Front Street and a point 585' North and East of its intersection with North Dubuque Street	20 Mph
North Dubuque Street between its intersections with North Front Street and Dickinson Drive	20 Mph
South Kansas Avenue between a point 130' North of its intersection with Denison Avenue and a point 540' North of its intersection with Saint Andrews Drive	20 Mph
Saint Andrews Drive between its intersection with South Kansas Avenue and a point 300' East of its intersection with Brook Ridge Avenue	20 Mph
Brook Ridge Avenue between its intersection with Saint Andrews Drive and a point 140' South of its intersection with Saint Andrews Drive	20 Mph

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

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

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

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

First reading on \_\_\_\_\_, 2023  
 Second reading on \_\_\_\_\_, 2023.  
 Third and final reading on \_\_\_\_\_, 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.

---

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. \_\_\_\_\_ in the Cedar Rapids *Gazette* on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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TRACEY MULCAHEY, CITY CLERK

**ORDINANCE NO. 2024-01**

**AN ORDINANCE AMENDING CHAPTER 62 OF THE NORTH LIBERTY CODE OF ORDINANCES TO UPDATE SPEED VIOLATION CITATION CRITERIA AND THE LOCATIONS OF SPECIAL SPEED ZONES**

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

**SECTION 1. AMENDMENT.** Chapter 62.05 of the North Liberty Code of Ordinances is amended to read as follows:

**62.05 STATE CODE SPEED LIMITS.**

The following speed limits are established in Section 321.285 of the Code of Iowa and any speed in excess thereof is unlawful unless specifically designated otherwise in this chapter as a special speed zone.

1. Business District - twenty (20) miles per hour.
2. Residence or School District - twenty-five (25) miles per hour.
3. Suburban District - forty-five (45) miles per hour.

Violations of this section shall be cited under Section 62.01(84) through 62.01(99), as is appropriate under the circumstances.

**SECTION 2. AMENDMENT.** Chapter 62.07 of the North Liberty Code of Ordinances is amended to read as follows:

**62.07 SPECIAL SPEED ZONES.**

1. In accordance with requirements of the Iowa Department of Transportation, or whenever the City Council shall determine upon the basis of an engineering and traffic investigation that any speed limit listed in Section 62.05 is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of the City street system, the Council shall determine and adopt by ordinance such higher or lower speed limit as it deems reasonable and safe at such location. Such speed limit shall be effective when proper and appropriate signs giving notice of the speed limit are erected at such intersections or other place or part of the street. Violations of this section shall be cited under Section 62.01(84) through 62.01(99), as is appropriate under the circumstances.

2. Special speed zones within the City are hereby established as set forth below in Table 62.07.

<b>Table 62.07 - Special Speed Zones</b>	
<b>Special Speed Zone Location</b>	<b>Speed Limit</b>
Front Street between its intersections with Zeller Street and Forevergreen Road	30 Mph
Mehaffey Bridge Road NE between a point 270' West-Southwest of its intersection with Cedar Springs Drive and a point 260' East of its intersection with Cedar Springs Drive	35 Mph
Mehaffey Bridge Road NE starting at a point 260' East of its intersection with Cedar Springs Drive, and continuing East to City Limits	45 Mph
Dubuque Street starting at a point 275' Northwest of its intersection with Centro Way, and continuing Northwest to its intersection with Highway 965	35 Mph
Dubuque Street starting at a point 1,000 feet Southeast of its intersection with Juniper Street, and continuing Southeast and East to City Limits	35 Mph
North Liberty Road starting at a point 115' North of its intersection with Salm Drive, and continuing South to City Limits	35 Mph
North Liberty Road starting at a point 115' North of its intersection with Salm Drive, and continuing North and West to a point on Penn Street, 1,450' East of Penn Street's intersection with Juniper Street	45 Mph
Scales Bend Road starting at its intersection with Highway 965 and continuing North to a point 65' North of its intersection with Fox Run	35 Mph
Scales Bend Road starting at a point 65' North of its intersection with Fox Run, and continuing North to City Limits	40 Mph
240th Street between its intersections with Highway 965 and Goose Lake Circle	35 Mph
Alexander Way between its intersections with 240th Street and Penn Street	35 Mph
Jones Boulevard between its intersections with Forevergreen Road and 240th Street	35 Mph
Forevergreen Road between its intersections with Highway 965 and a point 875' West of its intersection with Covered Bridge Road	35 Mph
Forevergreen Road starting at a point 875' West of its intersection with Covered Bridge Road, and continuing West to City Limits	45 Mph
St. Andrews Drive between its intersections with Kansas Avenue and Jones Boulevard	35 Mph
Kansas Avenue starting at a point 55' South of its intersection with West Lake Road, and continuing South to a point 55' South of its intersection with Denison Avenue	35 Mph

Kansas Avenue starting at a point 55' South of its intersection with Denison Avenue, and continuing South to its intersection with Forevergreen Road	45 Mph
Penn Street starting at its intersection with Saratoga Place, and continuing West to City Limits	45 Mph
Penn Street between its intersections with Saratoga Place and Highway 965	35 Mph
Highway 965 starting at a point 1,360' Northwest of its intersection with 240th Street, and continuing Northwest to City Limits	45 Mph
Highway 965 between a point 1,360' Northwest of its intersection with 240th Street and a point 590' North of its intersection with Sara Court	35 Mph
Highway 965 starting at a point 590' North of its intersection with Sara Court, and continuing South to City Limits	45 Mph

3. Special speed zones within the City governing speed limits on public roads adjacent to schools, and which are not otherwise governed by the provisions of Chapter 62.05 of this code, are hereby established as set forth below in Table 62.08.

<b>Table 62.08 - Special Speed Zones for Schools</b>	
<b>Special Speed Zone Location</b>	<b>Speed Limit</b>
South Front Street between its intersection with Forevergreen Road and a point 150' South of its intersection with Vandello Drive	20 Mph
South Front Street between a point 120' North of its intersection with Nicholas Lane and a point 150' South of its intersection with Vandello Drive	20 Mph
Vandello Drive between its intersection with South Front Street and a point 150' West of its intersection with South Front Street	20 Mph
Windsor Road between its intersection with South Front Street and a point 130' East of its intersection with South Front Street	20 Mph
South Front Street between its intersection with Zeller Street and a point 250' South of its intersection with Hackberry Street	20 Mph
Hackberry Street between its intersection with Front Street and a point 200' East of its intersection with South Front Street	20 Mph
Birch Court between its intersection with South Front Street and a point 160' East of its intersection with South Front Street	20 Mph
Birch Street between its intersection with Autumn Court and its intersection with South Front Street	20 Mph
South Stewart Street between a point 120' South of its easterly intersection with Birch Street and said intersection	20 Mph

East Hickory Street between its intersection with South Front Street and a point 175' East of its intersection with South Front Street	20 Mph
North Front Street between a point 350' South of its intersection with Centro Way and a point 250' North of its intersection with Centro Way	20 Mph
Centro Way between its intersection with North Front Street and a point 585' North and East of its intersection with North Dubuque Street	20 Mph
North Dubuque Street between its intersections with North Front Street and Dickinson Drive	20 Mph
South Kansas Avenue between a point 130' North of its intersection with Denison Avenue and a point 540' North of its intersection with Saint Andrews Drive	20 Mph
Saint Andrews Drive between its intersection with South Kansas Avenue and a point 300' East of its intersection with Brook Ridge Avenue	20 Mph
Brook Ridge Avenue between its intersection with Saint Andrews Drive and a point 140' South of its intersection with Saint Andrews Drive	20 Mph

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

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

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

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

First reading on February 13, 2024

Second reading on \_\_\_\_\_, 2024.

Third and final reading on \_\_\_\_\_, 2024.

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

I certify that the forgoing was published as Ordinance No. \_\_\_\_\_ in the Cedar Rapids Gazette on the \_\_\_\_ day of \_\_\_\_\_, 2024.

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





# **Additional Information**



To North Liberty Mayor and City Council Members  
CC Ryan Heiar, City Administrator  
From Brian Platz, Fire Chief  
Date February 21<sup>st</sup>, 2024  
Re Fire Department Report to Council – February 2024

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As we anticipate spring, or as the fire department refers to it, grass fire season, I wanted to touch on a few items. First, we recently had the opportunity to celebrate some of our members. Ten personnel realized the end of their first year, which includes a tremendous amount of training. We celebrated by hosting a badge pinning ceremony on Sunday the 18<sup>th</sup> and we really appreciate those council members who attended. Councilor Wayson's comments were perfect and exactly what our members needed to hear. We also pinned bugles on four new officers. This included a new paid per call captain, a paid per call lieutenant, and two full time lieutenants. Lastly, we were able to bestow three personnel with our lifesaver and valor awards. In January of 2023, Lt. Joshua Holley, FF Brett Jones, and FF Thad Williams responded and handled an ice rescue incident with success. Their picture is below (1<sup>st</sup> picture). From left to right are Taylor Jones (Brett is active duty and unable to attend), FF Thad Williams, and Lt. Joshua Holley. The second picture are firefighters who received their badge and helmet shield. Left to right are Kaine Leighty, Nick Sundblad, Evan Hoffman, Tyler Ciha, Nate Lang, and Sydney Langenberg. Not pictured are Caleb Stivers, Jacob Van Zante, Sam Scherkenbach, & Austin Gaylor.

The fire department transitioned to a new records management system as of January 1<sup>st</sup>. This transition was arduous; however, we believe that in the long run it will provide, in many respects, additional efficiencies and improvements to our service delivery. All this said, we are now working to gather the statistical document that you are all used to seeing. Replicating this with our new system has some road bumps but we are making progress as we build it out. We've attached our statistical work to this packet for the month of January. We hope to fine tune this in the months to come.

All the trucks have been serviced for the year with limited required repairs. There were no surprises uncovered and with the limited snowfall, we've been successful in avoiding accidents or winter related injuries. Knock on wood... Related to response resources, we've officially placed the order for the new Tahoe that will be used as a command/EMS response vehicle. The truck specification has been detailed to our needs. We hope to take delivery either late summer or early fall.

Lastly, work has begun to build out the third floor of the training facility (shipping containers) at the training pad near the streets department. Captain Humston is working closely with our vendor to create a training environment that will provide countless scenarios. Our firefighter's foundation voted to provide an additional \$35,000 to expand this site as well as the burn facility which is located at the wastewater treatment facility. Much of the funding that was recently raised by the mailer that the foundation sent will be used to support this initiative. We are truly blessed to have this partnership along with a training officer that has the passion to create something that will train North Liberty firefighters for years to come. Thanks to the council for its past support of this project, effectively getting it off the ground. Once we complete the upgrade at the training pad, we would love to invite the council in for a tour. I hope to have pictures as the work continues.





# North Liberty Fire Department 2024 Monthly/YTD Response Report

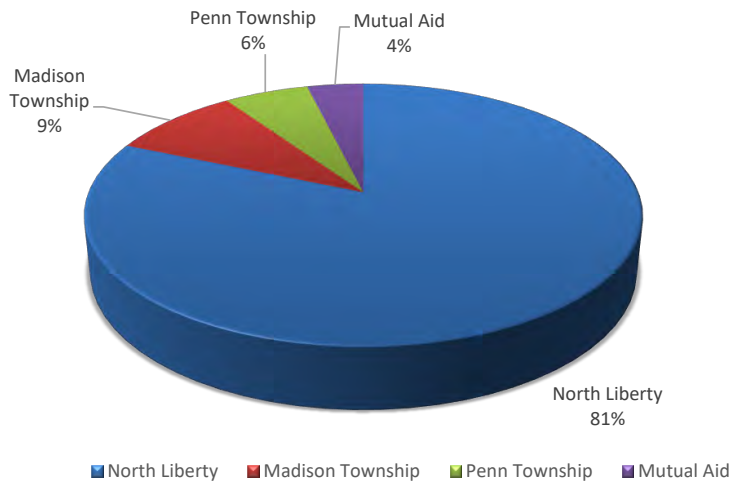
## North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	127												127	81.41%
Madison Township	14												14	8.97%
Penn Township	9												9	5.77%
Mutual Aid	6												6	3.85%
<b>Total Responses</b>	<b>156</b>												<b>156</b>	

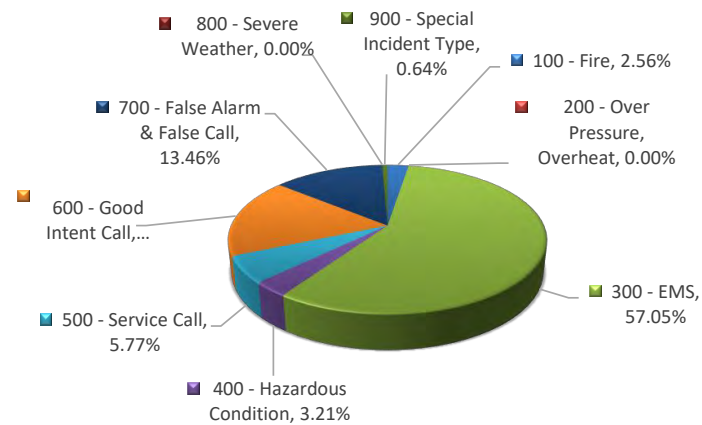
## North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	4												4	2.56%
200 - Over Pressure, Overheat														0.00%
300 - EMS													89	57.05%
400 - Hazardous Condition	5												5	3.21%
500 - Service Call	9												9	5.77%
600 - Good Intent Call	27												27	17.31%
700 - False Alarm & False Call	21												21	13.46%
800 - Severe Weather														0.00%
900 - Special Incident Type	1												1	0.64%
<b>Total Responses</b>	<b>156</b>												<b>156</b>	

2024 District Responses YTD  
(Rounded Percentage)



2024 Type of Incidents YTD  
(Percentage)





# North Liberty Fire Department 2024 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
<b>Total Responses for Month</b>	156	0	0	0	0	0	0	0	0	0	0	0	156
Average Responders per Incident (Including Members at Station)	4.4												
# Incidents with 2 or less Responders	11												
% Incidents with 2 or less Responders	7.1%												
# Incidents with No NLFD Response	0												

## 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 (Including Downgraded) Responses for Month</b>	114												
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	6												
# of Incidents with Turnout Time 2 Minutes or Less - Part-Time	8												
# of Incidents with Turnout Time 2 Minutes or Less - Full-Time	51												
# of Incidents with Turnout Time 2 Minutes or Less - Total	65												
% Incidents with Turnout Time 2 Minutes or Less	57.0%												
90th Percentile Turnout Time - (Minutes) Department Wide	3:10												3:10

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

## North Liberty Fire Department Auto/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	0.64%
Auto Aid - Iowa City (52003)	1												1	0.64%
Auto Aid - Solon (52008)	2												2	1.28%
Auto Aid - Swisher (52009)	2												2	1.28%
Auto Aid - Tiffin (52010)													0	0.00%
Mutual Aid - Other Fire Departments													0	0.00%
<b>Total Responses</b>	6	0	0	0	0	0	0	0	0	0	0	0	6	3.85%

## North Liberty Fire Department Auto/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)	6												6	3.85%
Auto Aid - Iowa City (52003)	1												1	0.64%
Auto Aid - Solon (52008)	1												1	0.64%
Auto Aid - Swisher (52009)	5												5	3.21%
Auto Aid - Tiffin (52010)	2												2	1.28%
Mutual Aid - Other Fire Departments													0	0.00%
<b>Total Responses</b>	15	0	0	0	0	0	0	0	0	0	0	0	15	9.62%



# 20 YEARS

of ACCELERATING IOWA BUSINESS

## 2023 Stakeholder Report

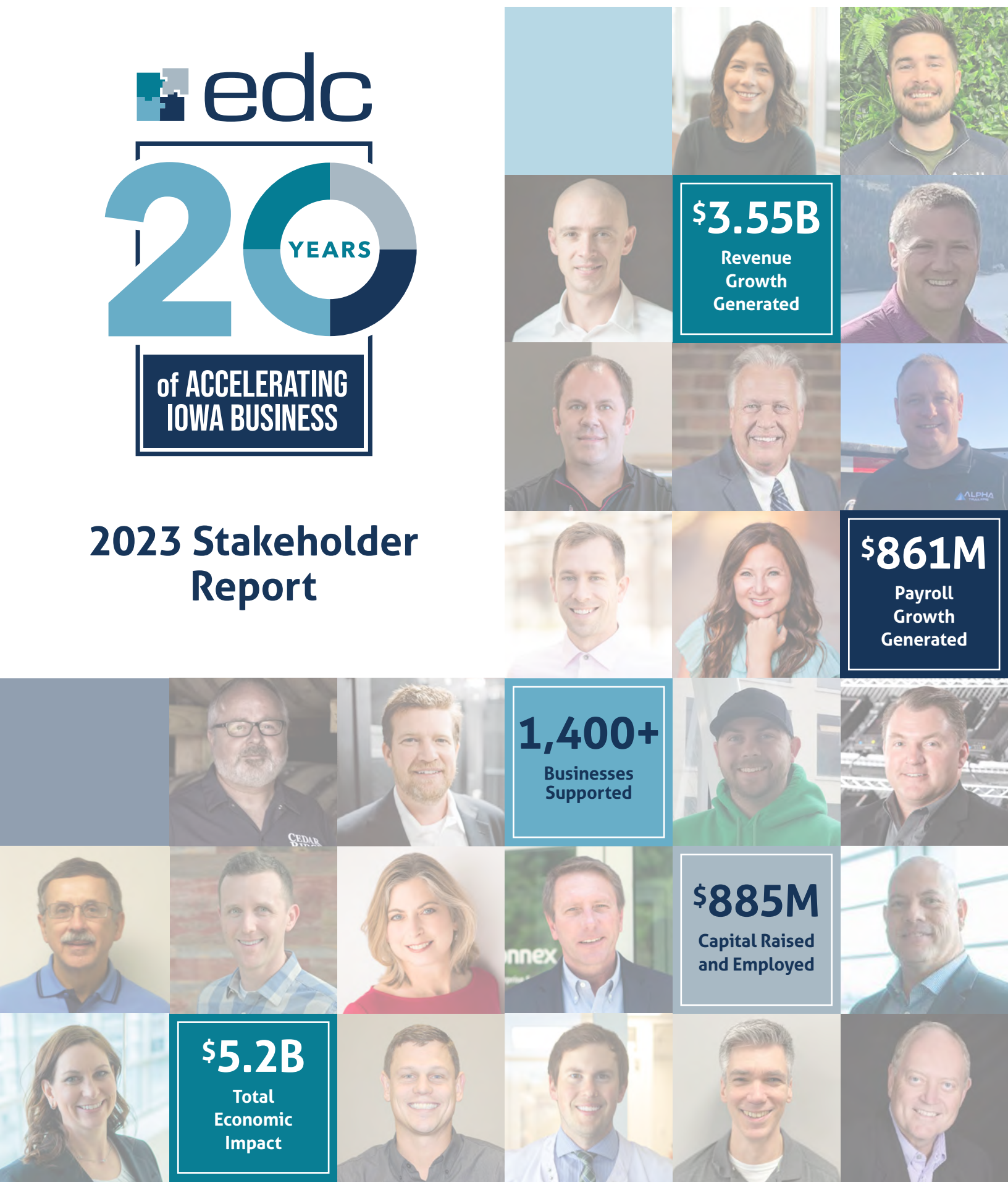
**\$3.55B**  
Revenue Growth Generated

**\$861M**  
Payroll Growth Generated

**1,400+**  
Businesses Supported

**\$885M**  
Capital Raised and Employed

**\$5.2B**  
Total Economic Impact





## Reflections on 20 Years

Entrepreneurial support programs have, for decades, engaged with the thought that what entrepreneurs need is knowledge around what they do not know and / or have not experienced. So, program after program put together curriculum and a block of mentors and engaged, only to later lament that the entrepreneurs, themselves, were not executing as they were advised. We started EDC with the same idea, but quickly realized that if we were going to measure success by an entrepreneur's progress and the resulting economic

impact created, we were going to have to crack the code on meaningful engagement. After 20 years of supporting over 1,400 entrepreneurs, I offer the following observations:

- Advice is not followed because the recipients don't have a frame of reference to judge the value of that advice, and/or a level of trust in the provider's capability to provide such.
- Curriculum has limited impact because most want to learn what they need to know now – not what they might need to know in the future.
- Improper advice from well-intentioned mentors can damage progress and cause related distrust. "I need help from people who have done what I need to do, not good intentioned people without direct real-world experience", is an entrepreneur's quote I will always remember.
- You need to truly understand the capabilities of the team you are advising, as well as, the market dynamics around which they are executing before advice is given.
- Support is not a short-term engagement; in most cases it takes many years to create real impact.

### So, with this education, we at EDC...

- Built a process that quickly determines the unique needs of each entrepreneur and business opportunity for their specific personas and business's place in time.
- Assembled the talent needed to properly diagnose, prescribe, and help execute against each opportunity.
- Engage, hands-on, as part of the team. Helping "do" as well as advise in a process that accelerates growth and secures a level of trust strong enough for future advice to consistently be acted upon.
- Stay involved for years, engaging when needed, to generate real results.

**The art of helping others is about engaging in a way that the other party actively pulls the help from you.** We are proud of the impact we have had on the lives of those we have supported over 20 years. We thank our investors for the fuel needed to provide this critical service. And we look forward to the impact those we serve will have on Iowa's communities in the years to come.

Sincerely,

Curtis R. Nelson  
President & CEO

## 2023 EDC BOARD

### EXECUTIVE COMMITTEE

Jon Dusek (Chair)  
Armstrong Development

Jim Haddad (Past Chair/Sec/Treas)  
Haddad Consulting Services

William McCartan  
Bradley & Riley PC

Nancy Lynk, US Bank

Charles Rohde  
Kings Materials

Kim King, Alliant Energy

Kris Gulick  
Kris Gulick, CPA/EdgeData

David Hensley  
University of Iowa, JPEC

Larry Helling  
Cedar Rapids Bank & Trust

Bruce Lehrman, Involta

Terry Sullivan, Linn County REC

Pat Diegnan, Banklowa

Aaron Friederich  
GreenState Credit Union

Jasmine Almoayyed  
Kirkwood Community College

Hunter Skogman, Skogman Realty

Brian Bergstrom  
Shuttleworth & Ingersoll

Chad Pelley  
Twenty40 Building Concepts

Tom DeBoom  
Simmons Perrine Moyer Bergman

Steve Schoenauer  
RSM US LLP

Tim Kintner, Ohnward Bank & Trust

Dennis Jordan, Alliant Energy

Jack Gonder, Bankers Trust

Riley Eynon-Lynch, Entrepreneur

## 2023 Numbers at a Glance



**101**

BUSINESSES DIRECTLY  
SUPPORTED



**\$250M**

NEW REVENUE GENERATED



**\$319M**

TOTAL ANNUAL IMPACT



**3,450**

HOURS OF SUPPORT



**32**

CITIES ACROSS IOWA



**\$10M**

NEW PAYROLL CREATED



**9**

FUNDING APPLICATIONS  
PREPARED FOR STARTUPS

## 2023 Impact

The table below depicts the economic impact of EDC's clients in 2023, as well as total numbers since the program's launch in 2003.

	ANNUAL 2023	TO DATE 2003-2023
Number of Businesses Supported	101	1,438
New Revenue Generated	\$250M	\$3.55B
Capital Raised	\$58.6M	\$884.6M
Net Direct Jobs Added	175	3,762
Average Wage	\$58k	\$72k
New Payroll Created	\$10M	\$861M
Total Impact	\$319M	\$5.2B



## Celebrating 20 Years

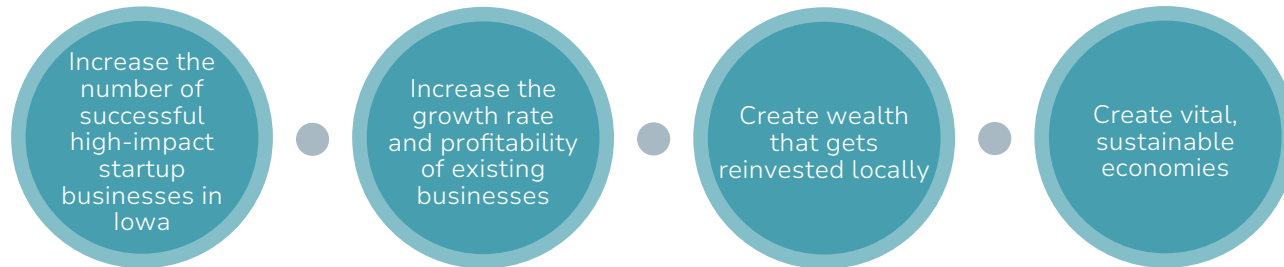
Since our inception in 2003, EDC has been on a mission to support high-impact, Iowa-based interstate commerce businesses, propelling them towards success and contributing to the state's economic vitality. Over the course of two decades, our organization has emerged as a vital cornerstone of Iowa's entrepreneurial ecosystem, and we're proud of the impact we've made on the state's economic growth.

With an impressive track record of working with over 1,400 businesses, we've acted as a catalyst for change, fueling innovation and expanding growth capabilities across a multitude of industries. These businesses have not only thrived but also collectively generated \$5.2 billion dollars of direct economic impact for Iowa. This tremendous economic momentum has translated into tangible benefits for local communities and the state.

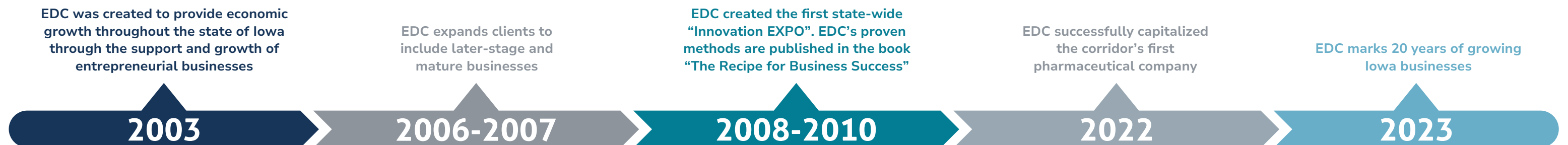
One of the most significant indicators of our success lies in the influence on job creation and payroll growth. Through our hands-on efforts and tailored guidance, EDC has helped businesses generate over \$861 million dollars in payroll growth. This means more jobs, more opportunities, and a stronger workforce that contributes to the prosperity of Iowa's economy.

As we celebrate the past two decades, it is a moment to reflect on the immense strides taken, the challenges overcome, and the countless success stories we've been a part of crafting since 2003. Our legacy is not merely in the impact numbers we share in this report – revenue growth of over \$3.5 billion, over 3,700 jobs added, and capital raised and employed of over \$884 million – but in the lives transformed, dreams realized, and communities empowered.

## Goals



## Timeline

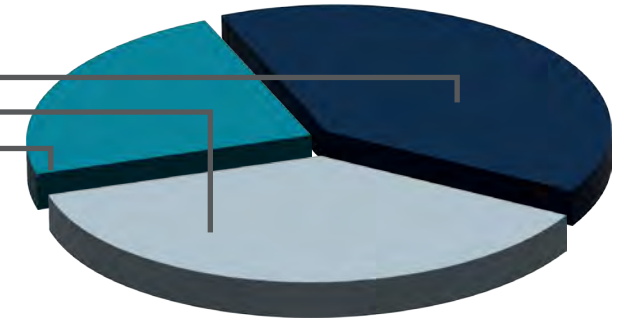


## Clients

The clients that come through the doors of EDC range from startups seeking assistance in business planning, funding assistance and marketing needs, to early-stage businesses seeking growth and capital assistance, to well-established companies seeking growth or restructuring assistance.

Of the clients EDC served in 2023:

- 39% were startups or pre-revenue clients
- 37% were early-stage clients
- 24% were well established clients



## Industries Supported

EDC supports clients in varied stages of development and industry types. From heavy haul semi-trailers, to reading fluency solutions, to asset management software and hummus, our clients continue to inspire us with their innovative, game changing products.



**“As 2022 ended,** VMT had 33 employees, a highly qualified CEO, expanded trials in India, Germany, Asia, and the US for both of our cancer fighting therapeutics, first in-human positive data, and the purchase of a new building in Coralville for the continued expansion of our team. The path to where we are today, from validated science in a research setting in 2016, has been an incredible journey. This journey has required more than \$40 million in capital, with more than half of that capital needing to come in the form of investor equity. That process required experience and expertise that we truly had none of, which is why we engaged the team at EDC, who did have the experience, connections, and hands-on capability to make us street worthy.

I can honestly say that without EDC, there is no way our business would have been successful in Iowa. Without the experience and diligent engagement of Curt and his team, no matter the time of day, or day of the week, we would have failed to raise the money, or money would have forced us to move out of Iowa.”



Frances Johnson, MD  
Co-founder of Viewpoint Molecular Targeting  
(now Perspective Therapeutics)

# Client Feedback

“The EDC has become an advisor and a participant with us when it comes to how we grow our business. Curt has been really involved in the hiring process of our sales team and working with our leadership to find and evaluate candidates so we could make sure we were getting the right fit. He is also helping us shape and structure the team, coaching me on what we should be thinking about, and working directly with our salespeople.

While going through our latest fundraising round, Curt was a helpful sounding board and partner. As I was out talking to people, it was nice to have another mentor and adviser in addition to our team and our board of directors to give feedback and make sure we were representing ourselves the best we could.”



Allison Zimmerman  
CEO, Foundations in Learning  
Client since 2022



“The EDC fills an area of expertise that most businesses need help with when they’re smaller or just starting out. Curt and his staff are very well-connected in the community as well - if they don’t have the expertise, they know where to go to get it. Few people have that knowledge base and network of people that they can plug into. The EDC fills a critical niche for businesses that are starting out or smaller businesses like us that are looking to get bigger. They are critical to our business. The whole team there is basically my advisory council. I rely on them heavily, and they’ve contributed significantly to our success.”



Marc Meyer  
Founder & CEO, Inteconnex  
Client since 2010



“Over the years the EDC has plugged holes in almost every aspect of our business, whether that’s helping us craft a new budget, marketing, or running our entire sales team. And they have helped assess the overall health of the business and where we need to put additional resources.

What I really appreciate about the EDC is that they aren’t telling you what you need to do. They ask a lot of questions and guide you to what is right. Everybody at the EDC has been great to work with from every perspective. Curt does a great job recruiting good talent that complements what founders would need to get their startup going, and throughout the years I’ve enjoyed working with all of them.”



Jason Wonsae  
Founder & CEO, Collective Data  
Client since 2006



# Services



STRATEGIC  
PLANNING



MARKETING



SALES/BUSINESS  
DEVELOPMENT



GROWTH  
MANAGEMENT



FUNDING  
ASSISTANCE



NETWORKING  
& RESOURCE  
CONNECTIONS



“EDC has been a valuable partner for Groov. In 2023, they helped us create an effective sales/marketing strategy, while enhancing our brand and messaging. We’re grateful for their expertise and support.”

**Ryan Glick**  
Founder, Groov  
Client since 2020

“The EDC is a remarkable business ally. Their approach to starting conversations with ‘How can I help?’ fosters a relationship built on trust, openness, and a shared commitment to growth. In just four months of collaboration, we’ve achieved milestones that previously seemed a year away.”



**Michelle Higgins**  
Founder, AugMENT  
Client since 2023



“EDC has been very helpful presenting available government funding opportunities and has helped navigate how to take advantage of the programs. Most of them are full of paperwork that is not easy to understand. Without their help, we may have missed these programs.”

**Jeff Ingels**  
Co-founder, Alpha Trailers  
Client since 2019

“EDC’s practical, effective advice helped us grow in 2023. EDC’s hands-on approach guiding our marketing and strategy made a difference. We’re really grateful to EDC for their part in making this year a standout for us.”



**Naftaly Stramer**  
Co-founder, Oasis Street Food  
Client since 2016

# 2023 EDC Investors

## LEADER LEVEL



## CHAMPION LEVEL



## PARTNER LEVEL



## COLLABORATOR LEVEL



## MEMBER LEVEL



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