



**North Liberty City Council
Work and Regular Sessions
November 23, 2021**



City Administrator Memo



To **Mayor and City Council**
 From **Ryan Heiar, City Administrator**
 Date **November 20, 2021**
 Re **City Council Agenda November 23, 2021**

Meeting Note

Tuesday’s meeting will be held **in person** as well as live streamed at [Watch Meetings Live](#). Please note the 6:00p.m. start time to accommodate the budget work session.

Consent Agenda

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

- City Council Minutes (11/09/21)
- Claims
- Change Order #6, Ranshaw Way Phase 5 Improvements Project, Peterson Contractors Inc., \$16,759.88
- Pay Application #7, Ranshaw Way Phase 5 Improvements Project, Peterson Contractors Inc., \$714,292.21
- Pay Application #2, Aquatic Center Pool Heater Replacement, Tricon General Construction, \$109,521.11

FY23 Budget Work Session

Tuesday’s meeting will start at 6pm for the purpose of discussing the upcoming FY23 budget. The intent of this session is to ensure staff has a general understanding of the City Council’s expectations as the budget development process begins. Specifically, staff will review completed and on-going projects, highlight projects included in the FY23 CIP, and review the 2020–2022 Council priorities. Further, staff will be seeking guidance on social service funding for FY23. A Budget Goal Setting slide deck is included in the packet.

ARPA Funding Discussion

The packet includes a memo and supporting materials to assist the City Council with further discussion regarding use of the \$2.9 million of American Rescue Plan Act funds allocated to North Liberty.

Meetings & Events

Tuesday, Nov 23 at 6:00p.m.
 City Council Budget Work Session & Meeting

Thursday, Nov 25
 Thanksgiving Holiday – City Offices Closed

Friday, Nov 26
 Thanksgiving Holiday – City Offices Closed

Monday, Dec 6 at 6:00p.m.
 Communications Commission

Tuesday, Dec 7 at 6:30p.m.
 Planning Commission

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

Tuesday, Dec 14 at 5:30p.m.
 Farewell Reception for Mayor Donahue and Councilor Pollock

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

Reprecincting

With the 2020 census data finally released and the state redistricting plan approved, the City is required to review and, if necessary, amend its voting precincts. Johnson County is currently developing reprecincting maps for the Council to consider adopting. Today, the City is made up of six precincts. With the gain in population it has been determined that at least seven precincts will be needed to comply with the law; however, the Auditor's office and City staff will be recommending establishing eight precincts to accommodate the anticipated growth of North Liberty. Below are the standards cities must meet when reprecincting:

- Precinct population cannot exceed 3,500;
- If there are areas in the city where substantial growth is anticipated in the next ten years, precincts with populations smaller than the 3,500-maximum allowed by law may be established;
- A precinct must lie within one legislative district;
- A precinct must be composed of contiguous territory;
- Precincts boundaries must follow census block boundaries
- A precinct must consider voter convenience and electoral efficiency
 - The convenience of voters means the precinct boundaries are easy to describe and identify and provide voters with relatively direct routes of travel to polling places. Electoral efficiency means reducing election costs by only creating as many precincts as necessary.
- A precinct must include annexed territory
 - Territory annexed after January 1, 2020, must be included when drawing precincts, using the annexed territory population certified by the city.

The County should have all potential map options ready for review early next week. Those documents will be delivered to Council and the packet updated just as soon as they are available.

Given the delay with the release of the census data and subsequent delay of redistricting approval at the state level, the City does not have much time to adopt an ordinance. Cities have 60-days from the time the Governor signs the redistricting bill into law, which happened on November 4. As a result, the City Council is required to adopt an ordinance prior to January 3, 2022. Assuming the maps are available by Tuesday, staff will seek direction from Council so that an ordinance can be prepared for the December 14 meeting. Staff will then ask Council to condense all three readings of this ordinance at the December 14 meeting.

Bowman Property LLC Rezoning

Bowman, LLC is requesting a zoning map amendment to accommodate several residential districts and one commercial district, allowing 109.43 acres – northeast corner of W. Forevergreen Road and S. Kansas Avenue – to be developed with a variety of housing types and an unspecified commercial use. Staff encouraged the applicant to include all the property in the request to facilitate a comprehensive planning approach to development. At first glance, there appears to be a large area dedicated to multi-family residential; however, the majority of that area is planned for single-family attached (townhome) style. This concept incorporates the planned collector streets Alexander Way and Remley Street. Approximately five people attended the September 23, 2021 good neighbor meeting. Some concerns were expressed (attached to the background material), and subsequently, the application was modified to lower density single-family residential and a landscape buffer adjacent to the Seelman homestead as well as lower residential density surrounding the Rarick homestead. Notably, the Comprehensive Plan Future Land Map depicts the S. Kansas Avenue frontage as Commercial with Residential (i.e., residential above commercial); however, it is staff's opinion that this style of development would not be appropriate adjacent to the aforementioned homesteads. The higher density/intensity development would be closer to W. Forevergreen Road. The Planning Commission unanimously recommended approval of the request at its November 10, 2021 special meeting. Staff also recommends approval.

North Jones Boulevard Proposal

At the November 9 meeting the City Council approved an agreement with Shive Hattery for the design of North Jones Boulevard. Staff is recommending a small edit in the form of an amendment to the agreement that increases Shive Hattery's liability limitation from \$50,000 to \$5,000,000. Staff has insisted on higher liability limitations for construction projects as a result of the Highway 965, Phase 2/IDOT reimbursement situation.

FY21 Annual Urban Renewal Report

The Urban Renewal Report provides a history of the urban renewal and TIF projects, valuations and spending by North Liberty. This report, once approved, is required to be filed with the state. Staff recommends approval of the FY21 Urban Renewal Report.

FY21 Annual Financial Report

The Annual Financial Report provides a recap of the final expenditures and revenues for last fiscal year (FY21). The report, which is included in the packet, will be submitted to the state after City Council review and approval.

FY23 Annual Appropriations

The City has previously entered into economic development agreements called annual appropriations to incentivize businesses. With an annual appropriation, TIF funds generated by the business are used to rebate the taxes paid. The difference between an annual appropriation and a standard rebate agreement is that the annual appropriation must be approved each year by the Council. An annual appropriation is the preferred method of offering an incentive in most cities throughout Iowa because it is much less risky than other options as it is structured as a rebate of taxes already paid by the business versus cash up front. The chart below provides a summary of annual appropriations, all of which are recommended for approval.

Company	Amount	Length of Agreement	Year of Agreement	Agreement Terms
A&M Development	\$288,436			Dependent on type of development, not-to-exceed \$5 mil
Corridor Media Properties (CBJ)	\$35,844	10 years	5	100% of taxes rebated annually for 10-years
Spotix	\$74,232	7 years	5	100% of taxes rebated annually for 7-years, not-to-exceed \$400,000
Total	\$398,512			

FY23 Urban Renewal (TIF) Draw

The urban renewal draw, also known as the TIF Indebtedness Report, and not to be confused with annual appropriations referenced above, recognizes the amount of TIF revenue that needs to be certified in FY23 in order to make debt and rebate payments. This year's draw is \$4,793,215, approximately \$490k less than last year's draw of \$5,280,784. Staff recommends approval of the certification.

Dubuque Street, Phase 1

After nearly two years of design and property acquisition, the Dubuque Street, Phase 1 Project plans and specifications are ready for approval. Contractors will have until 10am on Tuesday, December 7 to submit bids for this project. Staff recommends approval of the plans and specifications.

Housing Rehabilitation Grant

Staff recently received confirmation that the City was awarded just over \$207,000 of Community Development Block Grant Housing Rehabilitation funds to invest in five homes in North Liberty. The grant award also provides for funds for grant administration,

which will be provided by ECICOG. The agenda includes a funding agreement with the Iowa Economic Development Authority and an administration agreement with ECICOG, both of which are recommended for approval.

Assessment Resolution

The agenda includes an assessment resolution for vegetation clean up and lawn mowing for two properties in the amount of \$373.30. Staff recommends approval of the resolution so the City can collect for services already rendered and paid.

General Obligation Loan Agreement

The resolution on the agenda is setting a hearing for a general obligation loan agreement so that money borrowed with the 2021A series can be used for the Pool Heater project instead of the Fire Truck purchase. In this case, the purchase of the fire truck was made with cash on hand instead of the bond proceeds, leaving approximately \$95k of bond proceeds that need to be reallocated. This reallocation will allow staff to make internal cash transfers so that all fund accounts are made whole.

Commercial Drive Project

Included in the packet is a preliminary route and site location for a proposed public improvement project which contemplates the extension of Commercial Drive to connect with West Zeller Street. The proposed improvement will allow additional access to the post office and nearby businesses and improve public convenience and traffic flow. The proposed project involves the acquisition of a portion of a single parcel of vacant residential land. The resolution allows the city to move forward with acquiring the necessary real property interests either by negotiation or eminent domain. Future resolutions approving final design and budget, and establishing just compensation would be required before the project could move forward.

Cedar Springs Parking

The City received a request from the Cedar Springs Homeowner's Association to remove on street parking on the following streets in Cedar Springs: Hedgewood Circle, Tupelo Drive, Linden Lane, Alderwood Road, Scarlet Oak Circle, Redbud Circle, Cypress Ridge and Silver Maple Trail (east of Cypress Ridge). Interestingly, Cedar Springs Parts 7-9 contains a restrictive covenant that prohibits on street parking on all the aforementioned streets with the exception of Hedgewood Circle. However, the City does not enforce private covenants. From a City regulatory standpoint, it is not common for on-street parking to be prohibited entirely on neighborhood streets. Exceptions include parking within a cul-de-sac, in front of a driveway, within 10 feet of an intersection and within 5

feet of hydrant. The upper portion of Cedar Springs was developed in accordance with the Sensitive Areas Subdivision Design Guidelines, which allowed for street widths to be reduced. Most of the feedback from the neighborhood shows support for restricting parking to one side of the street. Some feedback expressed that parking should also be restricted on a larger section of Silver Maple Trail. Staff recommends approval of the resolution. A Cedar Springs HOA representative is planning to attend Tuesday's meeting.



Agenda



City Council

November 23, 2021

6:00 p.m.

Work Session &

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, November 9, 2021
 - B. Claims
 - C. Ranshaw Way Phase 5 Project, Peterson Contractors, Inc., Change Order Number 6, \$16,759.88 and addition of one calendar day
 - D. Ranshaw Way Phase 5 Project, Peterson Contractors, Inc., Pay Application Number 7, \$714,292.21
 - E. Aquatic Center Pool Heater Replacement, Tricon General Construction, Pay Application Number 2, \$109,521.11
5. Public Comment
6. City Engineer Report
7. City Administrator Report
8. Mayor Report
 - A. Small Business Saturday Proclamation
9. FY 23 Budget Work Session
 - A. Discussion on FY 23 Budget goals
10. American Rescue Plan Act
 - A. Discussion and possible action regarding proposal on use of APRA funds
11. Reprecincting
 - A. Discussion and possible action regarding reprecincting after the 2020 Census

12. Bowman Property LLC Rezoning
 - A. Public Hearing regarding proposed rezoning of 109.43 acres
 - B. First consideration of Ordinance Number 2021-18, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located at the Northeast Corner of West Forevergreen Road and South Kansas Avenue located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-4 Single-Unit Dwelling District, RS-6 Single-Unit Dwelling District, RD-10 Two-Unit Residence District, RM-8 Multi-Unit Residence District, RM-12 Multi-Unit Residence District and C-2A Highway Commercial District

13. Jones Boulevard
 - A. Resolution Number 2021-109, A Resolution approving the Amendment to the Services Agreement between the City of North Liberty Shive-Hattery, Inc. for the Jones Boulevard Project

14. FY 2021 Annual Urban Renewal Report
 - A. Discussion and possible action on the FY 21 Annual Urban Renewal Report

15. FY 2021 Annual Financial Report
 - A. Discussion and possible action on the FY 21 Annual Financial Report

16. FY 2023 Annual Appropriations
 - A. Resolution Number 2021-110, A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment financed obligations which shall come due in the next succeeding fiscal year – A & M Development
 - B. Resolution Number 2021-111, A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment financed obligations which shall come due in the next succeeding fiscal year- Spotix, Inc.
 - C. Resolution Number 2021-111, A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment financed obligations which shall come due in the next succeeding fiscal year-Corridor Media Properties, L.L.C.

17. FY 23 Urban Renewal Draw
 - A. Discussion and possible action on the Annual Urban Renewal funds request for FY 23

18. Dubuque Street Phase 1 Project

- A. Public Hearing regarding proposed plans, specifications, and estimate of cost for the project
 - B. Resolution Number 2021-112, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Dubuque Street Phase 1 Project
19. Housing Rehabilitation Grant
- A. Resolution Number 2021-113, A Resolution approving the Community Development Block Grant (CDBG) Program Contract between the City of North Liberty and the Iowa Economic Development Authority
 - B. Resolution Number 2021-114, A Resolution approving the Community Development Block Grant Services Contract between the City of North Liberty and the East Central Iowa Council of Governments
20. Assessment Resolution
- A. Resolution Number 2021-115, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes
21. GO Loan Agreement
- A. Resolution Number 2021-116, A Resolution setting the date for a public hearing on proposal to enter into a General Obligation Swimming Pool Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$95,000
22. Commercial Drive Extension Project
- A. Resolution Number 2021-117, A Resolution to proceed with a Public Improvement, the Commercial Drive Extension Project
23. Cedar Springs Parking
- A. Resolution Number 2021-118, A Resolution approving parking control devices in the City of North Liberty, Iowa
24. Old Business
25. New Business
26. Adjournment



Consent Agenda

City Council
November 9, 2021
Regular Session

Call to order

Mayor Terry Donahue called the November 9, 2021 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: Chris Hoffman, Brent Smith, Brian Wayson; absent – RaQuishia Harrington and Annie Pollock.

Approval of the Agenda

Hoffman moved; Smith seconded to approve the agenda with removal of the American Rescue Plan Act discussion. The vote was all ayes. Agenda approved.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, Bre Horstman, Julie Shebek, Alistair Miller and other interested parties.

Consent Agenda

Wayson moved, Hoffman seconded to approve the Consent Agenda including the City Council Minutes, Regular Session of October 26, 2021, the attached list of claims, Liquor License Renewal, J & A Tap; Liquor License Renewal, Rancho Nuevo; Liquor License Renewal, Fiesta; Liquor License Renewal, Fareway; Liquor License Application, LaLa Boutique; Tobacco Permit – Casey’s (new construction); FY 21 Street Finance Report; Ranshaw Way Phase 5 Improvements Project, Change Order Number 5, Peterson Contractors, Inc., \$59,274.71 and change in working and calendar days Ranshaw Way Phase 5 Improvements Project, Pay Application Number 6, Peterson Contractors, Inc., \$372,935.39; and Centennial Park Loop Road Project, Pay Application Number 2, All American Concrete, \$202,520.05. The vote was all ayes. Consent Agenda approved.

Public Comment

Bre Horstman, South Slope, provided an update on the fiber build for the mobile home parks and the grant program from 501c organizations for physical and tangible items with a useful life of more than a year.

City Engineer Report

City Engineer Trom provided an update on the I380/Penn Street interchange project. Ranshaw Way Phase 5 contractor has used 72 of their allowable days. Main line paving is done. Steps are being taken to reopen. The contractor is waiting on weather and temperatures to make small pours and to apply pavement markings. The street is planned to reopen, one lane in each direction, next Tuesday night at the earliest and Wednesday at the latest. This is weather dependent. The contractor for the Centennial Park Loop Road project has the main line paving completed. The Dubuque Street Phase 1 project bidding documents are complete. The pool heater parts have been delivered to the US and are shipping to Iowa. Expected reopen target is about December 6

now. The Forevergreen Road Trail Project contractor started to pave today and hope to be done by the end of the week. Council discussed the report with Trom.

City Administrator Report

City Administrator Heiar reported on the Council Goals Report in the packet. The next strategic planning session will be scheduled in the first quarter of 2022. The budget work session will be jointly with the second November meeting. The meeting will have a 6:00 p.m. start time.

Mayor Report

Mayor Donahue reported on the Johnson County Emergency Management Association meeting. The MPOJC meets November 17. Rusnak offered information on the Planning Commission meeting tomorrow night. The mayor offered congratulations to the newly elected officials.

Urban Renewal Plan Amendment

Heiar presented information on the plan amendment. Wayson moved, Smith seconded to approve Resolution Number 2021-103, a Resolution setting the date for the Urban Renewal Plan Amendment. The vote was: ayes – Smith, Hoffman, Wayson; nays – none; absent – Harrington, Pollock. Motion carried.

US Cellular Communications Tower

Rusnak presented information on the application. Julie Shebek provided additional information on the application and offered to answer questions. Hoffman moved, Wayson seconded to approve Resolution Number 2021-104, A Resolution approving the application for a Communications Tower Installation at 1302 Progress Street for US Cellular. The vote was: ayes – Hoffman, Smith, Wayson; nays – none; absent – Harrington, Pollock. Motion carried.

County Conditional Use Permit – 2757 Kansas Avenue

Rusnak presented information on the application. Alistair Miller, the applicant, was present and provided information on the business and the property. Wayson moved, Hoffman seconded to offer support of the applications with the written conditions submitted by the City Planner. The vote was all ayes. Motion carried.

Jones Boulevard

Heiar presented information on the agreement and project. Council discussed the agenda with staff. Hoffman moved, Smith seconded to approve Resolution Number 2021-105, A Resolution approving the Services Agreement between the City of North Liberty Shive-Hattery, Inc. for the Jones Boulevard Project. The vote was: ayes – Smith, Hoffman, Wayson; nays – none; absent – Harrington, Pollock. Motion carried.

Mickelson Second Addition

Hoffman moved, Wayson seconded to approve Resolution Number 2021-106, A Resolution approving the Developer's Agreement for Mickelson Second Addition. After discussion, the vote was: ayes – Hoffman, Smith, Wayson; nays – none; absent – Harrington, Pollock. Motion carried.

Depository Resolution

Wayson moved, Smith seconded to approve Resolution Number 2021-107, A Resolution designating Hills Bank and Trust Company, MidWest One, Green State Credit Union, Great Western Bank, Collins Community Credit Union, Two Rivers Bank and Trust and US Bank as depositories for public funds belonging to the City of North Liberty, Iowa. After discussion, the vote was: ayes – Hoffman, Smith, Wayson; nays – none; absent – Harrington, Pollock. Motion carried.

Snowmobile Ordinance

Smith moved, Wayson seconded to approve the third consideration and adoption of Ordinance Number 2021-16, An Ordinance amending Chapter 75 of the North Liberty Code of Ordinances concerning permitted uses of snowmobiles within City limits. After discussion, the vote was: ayes –Wayson, Hoffman, Smith; nays – none; absent – Harrington, Pollock. Motion carried.

Hoffman moved, Wayson seconded to approve Resolution Number 2021-108, A Resolution adopting a map designating routes for the operation of snowmobiles within City limits. After discussion, the vote was: ayes –Smith, Hoffman, Wayson; nays – none; absent – Harrington, Pollock. Motion carried.

Criminal Penalty Ordinance

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

Old Business

Councilor Smith spoke regarding the passing of former North Liberty firefighter, Richard Newkirk, and thanked all for their support of his family and the community.

New Business

Councilor Wayson offered praise for all the Halloween activities in the community. Councilor Smith attended the Penn Street Place groundbreaking tonight.

Adjournment

Mayor Donahue adjourned the meeting at 7:13 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

CHANGE ORDER
For Local Public Agency Projects

No.: 6

Non-Substantial: Nov 15, 2021

Substantial: Administering Office
Concurrence Date

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

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

Contract Work Type: PCC Pavement - Grade & Replace

Local Public Agency: City of North Liberty

Contractor: Peterson Contractors Inc.

Date Prepared: November 3, 2021

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

A - Description of change to be made:

8027 - ADD an item for "Painted Pavement Markings, Waterborne or Solvent-Based." Refer to ITC-17 posted to the Plans drawer in Doc Express. Work consists of placing painted pavement markings to open the roadway during the winter season. (Non-Substantial)

8028 - ADD an item for "Painted Symbols and Legends, Waterborne or Solvent-Based." Refer to ITC-17 posted to the Plans drawer in Doc Express. Work consists of placing painted symbols to open the roadway during the winter season. (Non-Substantial)

8029 - ADD an item for "Critical Closure Activity Incentive Payment (or Disincentive Assessment) - Site Number 03." (Non-Substantial)

8030 - ADD an item for "Intake, SW-507, Cast In Place." Work consists of constructing a new SW-507 intake to replace the existing storm structure S.24. Perform work per Standard Specification 2435 and IDOT Standard Road Plan SW-507 (Revision Date 04-41-20). (Substantial)

B - Reason for change:

8027 / 8028 - Critical pavement markings and symbols are needed to open the roadway to traffic during the winter season. The temperatures are not suitable for placement of permanent epoxy markings. Waterborne markings can be applied as an interim measure until final markings can be placed next year.

8029 - The contract included a critical closure activity for the shut down of the traffic signal at the Westwood Drive intersection to install new traffic signals and make adjustments to the control cabinet. The contract provided five calendar days with an incentive / disincentive rate of \$2,000 per calendar day. The traffic signal shutdown lasted for two calendar days (11/01/21 and 11/02/21).

8030 - The existing pipe and concrete collar found cast into the corner walls of S.24 would not be able to be removed for new storm piping without compromising the structural integrity of the intake walls. The contractor requested a new item for constructing a cast-in-place intake versus the precast intakes that they bid to install under Item 0390. The cast-in-place intake will require additional labor to construct.

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

8027 - Agreed Unit Price

8028 - Agreed Unit Price

8029 - Contract Specified Rate per Calendar Day

8030 - Agreed Unit Price

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

8027 - An agreed upon unit price for the work was established. The cost is between the average (\$13.50/STA) and high (\$2,200/STA) bid prices shown in the November 2020 thru October 2021 IDOT Summary of Awarded Contract Prices. The unit price is considered reasonable based on material and labor necessary to prepare and place markings in accordance with ITC-17. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8028 - An agreed upon unit price for the work was established. The cost is between the average (\$113.22/EA) and high (\$450/EA) bid prices shown in the November 2020 thru October 2021 IDOT Summary of Awarded Contract Prices. The unit price is considered reasonable based on material and labor necessary to prepare and place symbols in accordance with ITC-17. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8029 - Per Page 2 of the contract.

8030 - An agreed upon unit price for the work was established. The cost is between the low (\$3,250.00/EA) and average (\$5,914.28/EA) bid prices shown in the November 2020 thru October 2021 IDOT Summary of Awarded Contract Prices. The unit price is considered reasonable based on material and labor necessary to construct the intake in accordance with IDOT Standard Road Plan SW-507. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

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

Justification for selection:

SITE 04 - ADD 1.0 calendar day to Site 04 for work associated with placement of painted pavement markings, symbols and signage per ITC-17.

F - Items included in contract:

Participating			For deductions enter as "-x.xx"			
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>				TOTAL		

G - Items not included in contract:

Participating			For deductions enter as "-x.xx"				
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		8027	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	\$47.27	83.470	\$3,945.38
x		8028	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	\$137.50	12.000	\$1,650.00
x		8029	2528-5160100	CRITICAL CLOSURE ACTIVITY INCENTIVE PAYMENT (OR DISINCENTIVE ASSESSMENT) - SITE NUMBER 03	\$2,000.00	3.000	\$6,000.00
x		8030	2435-0250700	INTAKE, SW-507, CAST IN PLACE	\$5,164.50	1.000	\$5,164.50
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>				TOTAL			\$16,759.88

H. Signatures

Signatures will be applied through DocExpress.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of North Liberty 3 Quail Creek Circle P.O. Box 77 North Liberty, Iowa 52317	PROJECT: Ranshaw Way Phase 5 Improvements STP-U-5557(622)-70-52	APPLICATION NO: 7 PERIOD TO: 11/13/21 PROJECT NO.: STP-U-5557(622)-70-52 CONTRACT ID: 52-5557-622 LETTING DATE: 4/20/21	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM CONTRACTOR: Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Reinbeck, Iowa 50669	VIA ENGINEER: Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245		

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	7,882,878.58	
2. Net Change by Change Orders	\$	137,017.23	
3. CONTRACT SUM TO DATE	\$	8,019,895.81	
4. TOTAL COMPLETED & STORED TO DATE	\$	5,186,802.69	
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	30,000.00	
6. TOTAL EARNED LESS RETAINAGE	\$	5,156,802.69	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	4,442,510.48	
8. CURRENT PAYMENT DUE	\$	714,292.21	

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 2,863,093.12
(This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 412,178.40	\$ 291,921.05
Total approved this Month	\$ 16,759.88	\$ -
TOTALS	\$ 428,938.28	\$ 291,921.05
NET CHANGES by Change Order	\$ 137,017.23	\$ -

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

CONTRACTOR: *[Signature]* Peterson Contractors, Inc.
 By: _____ Date: 11/17/21

State of: _____
 County of: _____
 Subscribed and sworn to before me this 17th day of November.

Notary Public: *Jennifer R Wissler*
 My Commission expires: 1/4/22



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 714,292.21
 (Attach explanation if amount certified differs from the the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: *Josiah B Bilstenger*
 By: _____ Date: 11/17/21

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.

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

TO OWNER:

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

PROJECT:

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

APPLICATION NO: 2
APPLICATION DATE: 11/09/21
PERIOD TO: 10/31/21
PROJECT NO: 1212150

Distribution to:
 OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR
 OTHER
 OTHER

FROM CONTRACTOR:

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

CONTRACT DATE: 06/09/21

CONTRACT FOR: General Construction

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

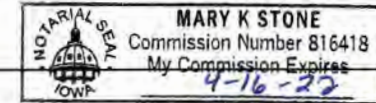
1. ORIGINAL CONTRACT SUM	\$406,000.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$406,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$319,421.07
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$15,971.05
b. 5% of Stored Material (Column F on G703)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column I of G703)	\$15,971.05
6. TOTAL EARNED LESS RETAINAGE	\$303,450.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$193,928.91
8. CURRENT PAYMENT DUE	\$109,521.11
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$102,549.98

CONTRACTOR: Tricon Construction Group

By: *[Signature]* Date: 11/9/2021

State of: Iowa County of: Dubuque
 Subscribed and sworn to before me this 8th day of November 2021
 Notary Public:

Mary K. Stone



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 109,521.11

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

ARCHITECT

Ted Krausman

By: _____ Date: November 17, 2021

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

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

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 11/9/2021

PERIOD TO: 10/31/2021

ARCHITECT'S PROJECT NO: 1212150

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
01	General Conditions	\$37,068.00	\$18,637.69	\$10,525.61		\$29,163.30	78.7%	\$7,904.70	\$1,458.17
02	Bond	\$7,485.00	\$7,485.00			\$7,485.00	100.0%	\$0.00	\$374.25
03	Demolition	\$4,487.00	\$4,000.00	\$487.00		\$4,487.00	100.0%	\$0.00	\$224.35
04	Excavation	\$12,478.00	\$10,900.00	\$1,578.00		\$12,478.00	100.0%	\$0.00	\$623.90
05	Concrete	\$32,913.00	\$29,200.00	\$3,713.00		\$32,913.00	100.0%	\$0.00	\$1,645.65
06	Foundation Insulation	\$508.00	\$508.00			\$508.00	100.0%	\$0.00	\$25.40
07	Masonry	\$22,300.00	\$22,300.00			\$22,300.00	100.0%	\$0.00	\$1,115.00
08	Steel	\$11,875.00	\$11,875.00			\$11,875.00	100.0%	\$0.00	\$593.75
09	Steel Labor	\$5,621.00	\$2,810.50	\$2,810.50		\$5,621.00	100.0%	\$0.00	\$281.05
10	Drywall Systems	\$9,148.00	\$0.00	\$9,148.00		\$9,148.00	100.0%	\$0.00	\$457.40
11	Louvers	\$1,100.00	\$0.00			\$0.00	0.0%	\$1,100.00	\$0.00
12	Wood Parapet/Metal Roof	\$23,850.00	\$10,839.00	\$12,308.55		\$23,147.55	97.1%	\$702.45	\$1,157.38
13	Doors/Hardware	\$5,191.00	\$2,150.00	\$3,041.00		\$5,191.00	100.0%	\$0.00	\$259.55
14	Doors Labor	\$800.00	\$0.00			\$0.00	0.0%	\$800.00	\$0.00
15	Painting	\$1,591.00	\$0.00	\$1,591.00		\$1,591.00	100.0%	\$0.00	\$79.55
16	Sprinkler	\$5,685.00	\$1,235.00	\$2,892.87		\$4,127.87	72.6%	\$1,557.13	\$206.39
17	Mechanical								
18	Mobilization	\$3,700.00	\$3,700.00			\$3,700.00	100.0%	\$0.00	\$185.00
19	Demolition	\$1,500.00	\$0.00			\$0.00	0.0%	\$1,500.00	\$0.00
20	Excavation/Backfill	\$1,150.00	\$1,150.00			\$1,150.00	100.0%	\$0.00	\$57.50
21	Plumbing Piping-Material	\$6,650.00	\$2,327.50	\$4,322.50		\$6,650.00	100.0%	\$0.00	\$332.50
22	Plumbing Piping-Labor	\$7,300.00	\$2,920.00	\$4,380.00		\$7,300.00	100.0%	\$0.00	\$365.00
23	HVAC Equipment-Material	\$67,200.00	\$53,088.00	\$14,112.00		\$67,200.00	100.0%	\$0.00	\$3,360.00
24	HVAC Equipment-Labor	\$3,100.00	\$310.00	\$2,170.00		\$2,480.00	80.0%	\$620.00	\$124.00
25	HVAC Piping-Material	\$3,000.00	\$0.00	\$2,700.00		\$2,700.00	90.0%	\$300.00	\$135.00
26	HVAC Piping-Labor	\$7,000.00	\$0.00	\$5,600.00		\$5,600.00	80.0%	\$1,400.00	\$280.00
27	Sheetmetal-Material	\$4,090.00	\$0.00	\$4,090.00		\$4,090.00	100.0%	\$0.00	\$204.50
28	Sheetmetal-Equipment	\$6,910.00	\$0.00	\$691.00		\$691.00	10.0%	\$6,219.00	\$34.55
29	Sheetmetal-Shop Labor	\$3,760.00	\$0.00	\$3,196.00		\$3,196.00	85.0%	\$564.00	\$159.80
30	Sheetmetal-Field Labor	\$6,740.00	\$0.00	\$3,235.20		\$3,235.20	48.0%	\$3,504.80	\$161.76
31	Temperature Controls-Materials	\$19,595.00	\$0.00	\$12,736.75		\$12,736.75	65.0%	\$6,858.25	\$636.84
32	Temperature Controls-Labor	\$39,782.00	\$0.00	\$7,956.40		\$7,956.40	20.0%	\$31,825.60	\$397.82
33	Insulation	\$2,963.00	\$0.00			\$0.00	0.0%	\$2,963.00	\$0.00
34									
	Subtotal	\$366,540.00	\$185,435.69	\$113,285.38	\$0.00	\$298,721.07	81.5%	\$67,818.93	\$14,936.05

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
 APPLICATION DATE: 11/9/2021
 PERIOD TO: 10/31/2021
 ARCHITECT'S PROJECT NO: 1212150

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
	Subtotal	\$366,540.00	\$185,435.69	\$113,285.38	\$0.00	\$298,721.07	81.5%	\$67,818.93	\$14,936.05
35									
36	Test and Balancing	\$2,760.00	\$0.00			\$0.00	0.0%	\$2,760.00	\$0.00
37									
38	Electrical								
39	Branch Circuit Material	\$6,000.00	\$4,000.00			\$4,000.00	66.7%	\$2,000.00	\$200.00
40	Branch Circuit Labor	\$10,000.00	\$6,000.00			\$6,000.00	60.0%	\$4,000.00	\$300.00
41	Power Distribution Material	\$4,000.00	\$2,000.00			\$2,000.00	50.0%	\$2,000.00	\$100.00
42	Power Distribution Labor	\$9,000.00	\$5,000.00			\$5,000.00	55.6%	\$4,000.00	\$250.00
43	Fire Alarm Material	\$3,000.00	\$500.00	\$1,000.00		\$1,500.00	50.0%	\$1,500.00	\$75.00
44	Fire Alarm Labor	\$4,700.00	\$1,200.00	\$1,000.00		\$2,200.00	46.8%	\$2,500.00	\$110.00
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70									
	Grand Total	\$406,000.00	\$204,135.69	\$115,285.38	\$0.00	\$319,421.07	78.7%	\$86,578.93	\$15,971.05



Mayor Report



PROCLAMATION

Small Business Saturday

Whereas, the government of North Liberty, celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.7% of firms with paid employees, and they are responsible for 65.1% of net new jobs created from 2000 to 2019; and

Whereas, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

Whereas, 97% of Small Business Saturday shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so, too; and

Whereas, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

Whereas, North Liberty supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, therefore, I, Terry L. Donahue, Mayor of North Liberty do hereby proclaim, November 27, 2021, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Mayor Terry L. Donahue



FY 23 Budget



Tuesday, November 23, 2021
6:00 PM

FY23 Budget Goal Setting

The background features a stack of books with a blue cloth on top. Overlaid on this are several overlapping, semi-transparent circles in shades of light blue, light green, and light yellow. In the upper right corner, a portion of a calendar is visible, showing the days of the week: MON, TUE, WED.

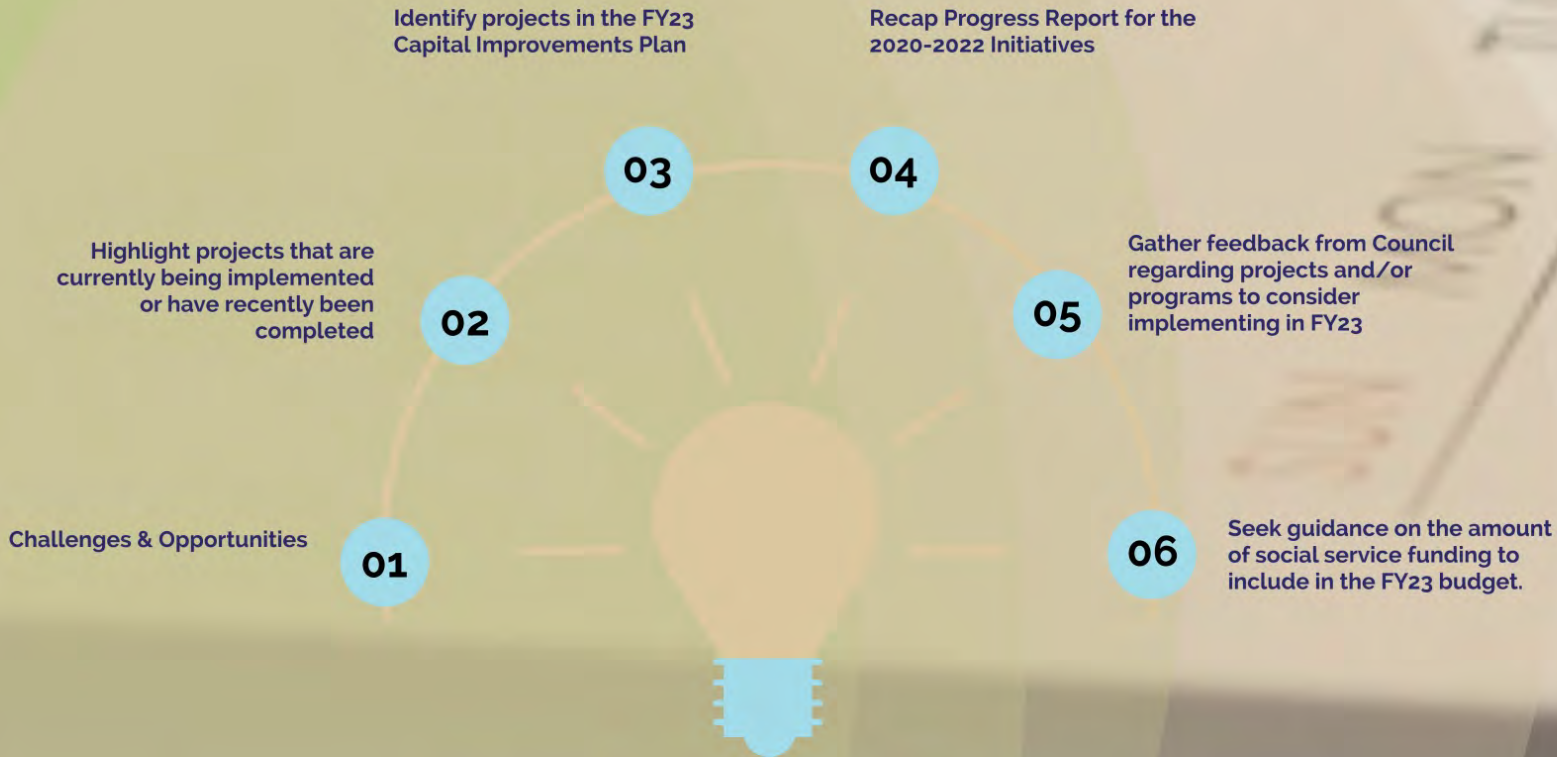
**Budget
Timeline**

**Meeting
Objectives**

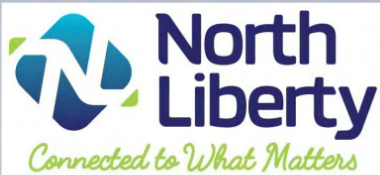
Budget Timeline

March 31
Final Budget
is due to
State of Iowa

- 11 March 8**
Final Budget Public Hearing & Adoption of FY 22 Budget
- 10 February 24**
Publication of Proposed Budget
- 9 February 22**
Maximum Property Tax Public Hearing
- 8 February 10**
Publication of Maximum Property Tax Public Hearing
- 7 February 8**
Final budget report to City Council
- 6 January 25**
Possible second Budget Work Session with City Council
- 5 January 18**
First Budget Work Session with City Council
- 4 November 17 - December 17**
Department Head meetings with City Administrator
- 3 November 23**
City Council Work Session - FY 23 Budget Goals
- 2 November 12**
Proposals submitted to City Administrator and Assistant City Administrator
- 1 October 1 - November 12**
Department Heads create budgets, including Capital Projects



Meeting Objectives



Tuesday, November 23, 2021
6:00 PM

FY23 Budget Goal Setting

Challenges & Opportunities

FY23 Residential Rollback

FY23 residential rollback dropped nearly 2.3%, from 56.4094% in FY22 to 54.1302 in FY23. Estimated FY23 revenue loss: -\$65,000

FY23 Backfill Credits

Backfill credits from the state will be annually reduced by 20% & eliminated by FY27. Estimated FY23 impact: -\$70,000

Staffing Requests

1

Police Department Lieutenant

2

Parks Laborer

3

Fire Department

one full time & additional part time
(pursuing SAFER Grant for three new positions)





Road Use Tax Fund
FY23 → \$163,795

census population increase
from 18,299 → 20,479
(+2,180 persons)

road use tax reimbursement
decrease
from \$131.50 → \$125.50/capita
(-\$6/capita)





Franchise Fee
FY23 → \$340,000*

**rough estimate*



Tuesday, November 23, 2021
6:00 PM

FY23 Budget Goal Setting

Successes

FY23 CIP

Ongoing
Projects

Recently
Completed






Ranshaw House

\$475,000

Renovated house & property to become community space.



Tennis & Pickleball Courts

\$141,000

Franchise fee-funded refurbishment of tennis courts. Converted two tennis courts to six pickleball courts.



GIS Mapping

\$225,000

Purchased new mapping application & data for water & sanitary sewer systems.

Recently Completed Projects



Community Center HVAC

\$575,000

Replaced HVAC automation system that serviced building.



SW Growth Utilities Project

\$4,500,000

Extended water and sewer to southwest segment of City.

Comprehensive Plan

\$118,000

Hire a consultant to foster community input and write a new plan which incorporates other city plans.

Fire Station Land Purchase

\$250,000

Land for second fire station.

Forevergreen Road Trail

\$125,000

Regrade & replace section of trail west of Keystone Place.

Storm Water Billing Structure

Staff time

Updating the billing structure to a best practices model.

In Progress

Community Center Roof

\$700,000

Insurance claim roof replacement.

Civic Campus Design

\$610,000

Site plan & design for new City Hall.

Pool Heater

\$450,000

Replaced indoor pool heater at Aquatic Center.

New World Financial Software

\$420,000

Transition data, set up New World application portal & train staff.

N Jones Blvd, New Segment

\$2,650,000

Design & construct new segment from 240th St to Penn St.

Dubuque St, Phase 1

\$3,000,000

Design & construction of the intersection of Dubuque, Cherry & Front Streets.

Ranshaw Way, Phase 5

\$10,000,000

Full build-out & widening between Zeller St and Hawkeye Dr, including an underpass.

Centennial Park Loop

\$620,000

Complete the park road.

Projects Identified in the draft FY 23 Capital Improvements Plan

(all items are currently under review & subject to change)



Ranshaw Way Paved Shoulders

\$292,000



Air Compressor/ SCBA Fill Station

\$75,000



West Penn St Rebuild, Herky St to Limits

\$809,000



Centennial Park Pavilion & Splash Pad

\$3,500,000



Former Water Plant Roof Replacement

\$40,000



Centennial Park Shelters (3)

\$240,000



Ranshaw Way Sewer Lining

\$100,000



Community Center Acoustical Panels

\$35,000



GIS Mapping Storm Water

\$186,000



Library Information Desk Renovation

\$105,000



Parks Shop Driveway

\$75,000



Storm Water Projects

\$35,000



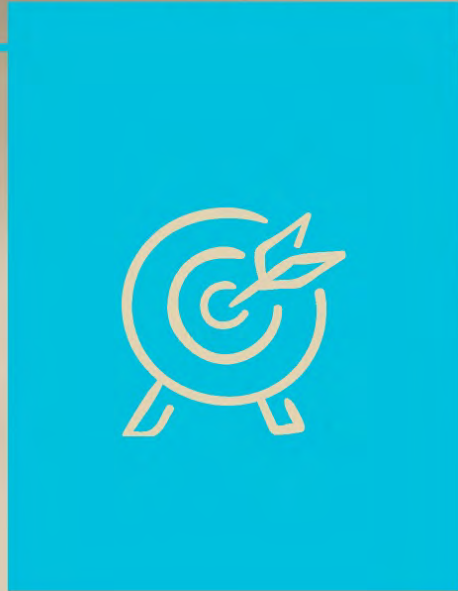
Penn Meadows Lighting & Parking

\$1,000,000



Civic Campus Construction

\$8,200,000





Tuesday, November 23, 2021
6:00 PM

FY23 Budget Goal Setting



Goals Report

Determine City's Role in Economic Development

Updated strategy presentation in spring 2022

Develop Plan to Complete Centennial Park

Concept plan is complete. Financing plan reviewed annually.

Update Comprehensive Plan

RDG Planning & Design under contract to complete update in 2023

Move Forward with Civic Campus Plan

Site study & design complete, currently working on bid documents

Assemble a Youth Council

Task assigned to new Outreach & Equity Coordinator

Consider a Franchise Fee for Parks & Recreation Funding

Franchise Fee adopted & in place

Consider Hiring IT Position & Implement Security


Information Technology Coordinator hired & working on security goals

Projects Identified in the 2020-2022 Goals Report



Tuesday, November 23, 2021
6:00 PM

FY23 Budget Goal Setting

The background features a large, semi-transparent green circle. Inside this circle, there are faint, light-colored numbers and lines, possibly from a calendar or a grid. The numbers '14 15' and '21 22' are visible, along with some vertical lines. The overall aesthetic is clean and modern.

Social Services & Equity

Social Services



FY 20

\$212,095 requested

\$117,176 awarded

FY 21

\$131,930 requested

\$125,000 awarded

FY 22

\$147,905 requested

\$135,000 awarded

FY 23

***How much \$
to allocate?**

** potential to use American Rescue Plan Act of 2021 (ARPA) instead of General Fund for FY23*

Community Outreach ... it takes a village

Listening posts & facilitated discussions
Advisory groups, like Great Neighborhoods Initiative & Mayor's Youth Leadership Council
Storytelling & celebrations/events, like Lighthouse at the Library & embody | embrace

Local Partnerships ... mightier as a whole

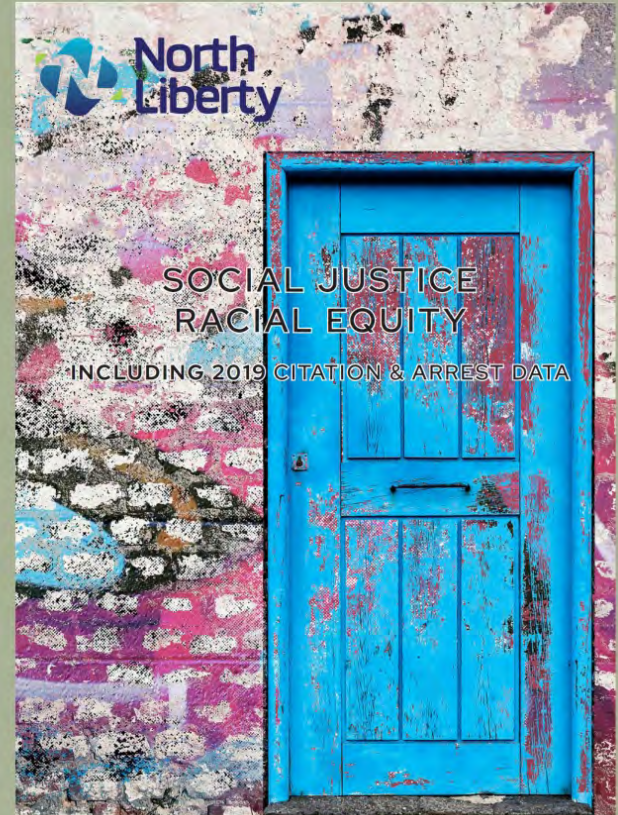
Employees serve on various boards and organizations
City joined Government Alliance on Race and Equity (GARE)
Social service organizations invited to work at Ranshaw House
Co-created Johnson County Changemakers & applied to Welcoming America Network

City Workforce ... hiring & training matters

Annual diversity training
Hiring process incorporating inclusive practices & cultural competency
Diversity, Equity & Inclusion team and toolkit
New Outreach & Equity Coordinator position

Policing ... expert counsel + data + best practices

Collecting new data
Dr. Barnum study
NAACP President guidance
Inclusive Cultural University (ICU)





*Where do we
go from here?*

Any other programs
or projects you
would like to
propose?



American Rescue Plan Act



To **North Liberty Mayor & Council**
 From **Ryan Heiar, City Administrator**
 Date **November 4, 2021**
 Re **American Rescue Plan Act (ARPA) Funds, Discussion #2**

At the August 24 City Council meeting, the Council was presented with a memo (attached) highlighting the recently approved administrative rules for spending the \$2.9 million in ARPA funds allocated and partially distributed to North Liberty. In addition, the City Council discussed high level ideas and concepts on how this money could be allocated. A summary of takeaways from the discussion is as follows:

- Consider working with local social service agencies to expand and/or fill service gaps;
- Consider supporting affordable housing through partnerships with local agencies and developers;
- Consider water, wastewater and/or storm water projects with the intent to keep rates steady;
- Not interested in direct payments to residents; rather, work through social service agencies who can better provide direct support to those in need;
- Consider spending money immediately; "do not want to hold onto funds."

Since the August meeting, the Mayor and staff have had conversations with local social service providers and have researched the other high-level ideas offered by the City Council. The information and ideas below are provided in order to dig deeper into the conversation and decision making of how to invest the ARPA money. The discussion does not have to be limited to the ideas below; rather, they should be considered a starting point; a way to move the discussion forward. At this point, nothing – other than what is illegal according to the ARP Act – should be considered off the table.

Since the pandemic began, the City has received or been awarded nearly \$3.5 million in state and/or federal financial aid:

Emergency Childcare Grant	\$9,243.26
Summer Lunch Grant	\$11,348.47
FEMA Reimbursement	\$15,403.79
CARES Act Funds	\$463,471.78
ARPA Funds	\$2,906,110.44
Recreation Center Revenue Recovery Grant	<u>\$63,839.28</u>
	\$3,469,417.02

The focus of this conversation is on the \$2.9 million in ARPA funds.

The chart below offers further refinement of the ideas previously discussed by the City Council.

<p>Affordable Housing Program</p>	<p>\$350,000</p>	<p>In a conversation with the Johnson County Housing Trust Fund (JCHTF) Director, Ellen McCabe outlined several options for an affordable housing project in North Liberty. In summary, the City would assist in developing parameters for a project (i.e. income eligibility requirements, owner-occupied vs. rental, loan vs. grant, etc.). Once a project scope is approved by the City Council, JCHTF would administer the program until the funds are exhausted. If funding is still available after the initial project, the scope and applicant pool could be expanded, or the City could reallocate the funds to another eligible project.</p>
<p>Workforce Housing Program</p>	<p>\$100,000</p>	<p>The State of Iowa offers a workforce housing tax credit program that requires City participation of \$1,000/unit. Earmarking funds in anticipation that developers would apply for and receive state approval will encourage construction of workforce housing in North Liberty. Substantial job growth is projected for North Liberty over the next few years and many of those employees will need housing in North Liberty.</p>
<p>Social Service Support</p>	<p>\$300,000</p>	<p>There are many local and highly efficient social service agencies providing services to area residents. Financial assistance to one or more of these agencies will help expand and/or fill gaps in service areas. For example, the North Liberty Community Food Pantry is finalizing a strategic plan that calls for more work to be done in other areas such as availability of toiletries, educational opportunities and mental health (see attached memo from Mayor Donahue). ARPA funding, coupled with the use of free office space at the newly renovated Ranshaw House, will have a significant impact on social service offerings in North Liberty.</p>
<p>Water & Sewer Projects</p>	<p>\$1,500,000</p>	<p>If the City Council has interest in using a portion of the ARPA funds to offset project costs within the enterprise funds, as part of the FY23 budget preparation, staff will evaluate which potential projects would have the most significant impact on user rates over the next couple of years. The idea behind this approach is to supplement user fees with ARPA money to minimize potential rate increases within the utility funds.</p>

Stormwater GIS Program	\$200,000	The City has completed GIS mapping of water and wastewater infrastructure and the result is very impressive. This tool will allow public works staff to quickly and accurately locate utilities from any web-based device, store and access detailed information and specifications for all utilities in one central location, implement real time map updates and much more. The remaining piece of this project, which is the most expensive piece because there are so many data points, is mapping the stormwater infrastructure. Once the existing infrastructure is mapped, staff can collect new data points as projects are constructed, resulting in real time updates to the maps.
Centennial Park Splash Pad	\$456,110	The ARP Act includes language and a formula that allows cities to capture revenue lost during the pandemic. Using this formula, staff has calculated a revenue loss of over \$600k. These dollars have minimal restrictions compared to the remaining ARPA funds. One idea is to invest in a project that has a long-term benefit for residents. The future splash pad (and accompanying amphitheater/shelter) will offer free community entertainment for many years in North Liberty.
TOTAL	\$2,906,110	

In summary, the ideas and dollar amounts listed above are meant to spur discussion and generate thoughts as to how the City Council would like to spend ARPA funds. The City can begin spending this money immediately and has until December 2026 to exhaust all \$2.9 million. The intent of Tuesday's conversation is not necessarily to allocate all of the funds; rather to take another step forward in identifying programs and projects.



To **North Liberty Mayor & Council**
From **Ryan Heiar, City Administrator**
Date **August 16, 2021**
Re **American Rescue Plan Act (ARPA) Funds**

On July 26, 2021, the City received confirmation from the state that the initial paperwork necessary to receive ARPA funds had been approved and funding in the amount of \$2,906,110.44 has been allocated for North Liberty. The funds will be dispersed in two installments, with the first half expected within 30 days of July 26, 2021 and the second half to be released approximately 12 months following the first payment.

In May, the US Treasury Department released [Interim Final Rules](#), which provides local governments guidance as to how the ARPA money can be spent. This document is over 150 pages; however, the Treasury also released several helpful reference documents including an [Interim Final Rules Facts Sheet](#), a [Quick Reference Sheet on COVID-19 Relief Funds](#) and an [FAQ](#) document, all of which are linked in this memo and can be found at the [Iowa League of Cities ARPA Resource Page](#).

The Treasury summarizes that local governments can use ARPA funds for projects and programs that fall within the following categories:

1. **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. **Address negative economic impacts caused by the public health emergency**, including economic harm to workers, households, small businesses, impacted industries, and the public sector;
3. **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

The various resource documents noted above offer more specific details as to how funding can or should be used within these categories. Regardless of how the money is spent, it will all be subject to reporting requirements developed by the federal government. Moreover, it should be assumed that if money is spent outside the rules of this program, it will be required to be repaid.

Below are examples within each category of how North Liberty could spend the ARPA money. This is not an exhaustive list; rather ideas to start the discussion. Once staff has a better understanding of how the City Council would like to see this funding allocated, further refined ideas can be considered.

1. Support public health expenditures

This category allows for various types of public health expenditures, most of which are handled by other agencies. There could be some applicable expenses such as improvements to facilities to meet pandemic operational needs, hosting additional vaccination clinics and/or campaigns, and necessary PPE purchases.

2. Address negative economic impacts caused by the public health emergency

There are various options within this category, including direct assistance programs to workers, families, small business and other business sectors hit especially hard during the pandemic (i.e. tourism). The City could create and administer its own program to offer direct financial assistance or partner with another organization. Given that a new program administration process would require more staff capacity than currently available, if the Council wishes to consider a direct assistance program, staff recommends collaborating with another jurisdiction or organization.

3. Replace lost public sector revenue

The Interim Final Rules provide a formula for local governments to determine lost revenue. Accordingly, North Liberty can recoup \$666,693 from the City’s ARPA allocation to be placed in the general fund. From there, the City Council would have a great deal of autonomy to allocate funding to a project or program.

4. Provide premium pay for essential workers

This provision allows for premium or hazard pay to be awarded to essential workers, either directly or through grants to employers, with a focus on low wage earners. Employment sectors identified in the rules include healthcare, grocery and food service, education, public safety, childcare, sanitation, transit and more.

5. Invest in water, sewer, and broadband infrastructure

There are various on-going or future infrastructure projects that would qualify for this piece of the program. Those include:

Ranshaw Way, Phase 5 Storm Water Improvements	\$1,244,049
Dubuque Street, Phase 1 Storm Water Improvements	\$450,195
Civic Campus Storm Water Improvements	\$500,000
Storm Water GIS Implementation	\$190,000
Water/Wastewater/Storm Water Storage Shop	<u>\$3,000,000</u>
TOTAL	\$5,384,244

In terms of broadband, the program focuses on areas lacking a wire connection that delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Both

South Slope and Mediacom offer this service. The program does allow for direct assistance to households to cover the monthly subscription costs.

In the FAQ resource, issued on July 19, 2021, the Treasury clarifies that the City has until December 2024 to allocate the entirety of the \$2.9 million and until December of 2026 to spend the money. It appears that the intent of this rule is to allow local governments an opportunity to thoughtfully consider and/or design a project/program. In other words, no decisions need to be made immediately. The City Council can take its time in deciding how to allocate this funding.

As the City Council deliberates best uses for these funds, I would encourage you to think about the following:

- should the funds be aimed at one or two larger programs or projects or for a wide range of more modest proposals?
- should the funds be used for projects already considered or new, not yet identified projects?

And finally, the County has established an ARPA Team that is seeking public input through in person and virtual sessions as well as surveys. As the data is compiled, it might be a good resource to evaluate as decisions are contemplated.

The first Council discussion on this topic is slated for Tuesday, August 24. If you need further information or clarification or have questions prior to the meeting, please do not hesitate to contact me.

North Liberty Pantry Interview

With Kaila Rome

August 30, 2021

An interview was held with the above named to understand the needs of the organization.

Key Points:

- 1) The key item for the pantry is space. They believe there is a need for an additional 2500 Sq. ft. Reasons are the pantry cannot add additional help for the program. Areas are limited as to food storage with which nearly 500,000 pounds are distributed per year. Staff have no privacy areas in which to talk with patrons who request such. Now they need to talk in an open waiting room.
- 2) Covid has forced to serve minimal persons at one time in the facility. The number is 2 until 1 in/one out. Any other persons must wait outside or in their vehicles until their turn comes up.
- 3) Rent/utility assistance. In light of these needs, the local churches can help some. The bigger issue is persons must go to Iowa City for information, making applications, submitting necessary proof of need. Proof includes prior or current pay stubs, other financial help they are getting such as Social Security, SSI. The pantry is willing to provide help in these areas to cut down on the number of trips which may be needed if provided the capabilities.
- 4) Families are cutting their food budget to pay for outside needs. Pantry staff are endeavoring to teach clients to bulk up on foods, etc., in order available at the pantry to have a better buffer to better address outside costs.
- 5) Food has been available on a no-cost basis at this from HACAP and other agencies. How long this will last is uncertain. If start losing this, an additional \$1000 per week would have to be paid out of the pantry's budget.
- 6) SNAP Benefits. The benefits have increased in terms of additional money being added to SNAP cards. This is only temporary and may be taken away in September or soon thereafter. The added benefits has helped persons in need to provide a bridge for family costs.

Page 2 – NL Pantry Interview

- 7) Toiletries are in high demand. These include personal hygiene products, diapers especially. A limit on diapers must be invoked from time to time because of limited supply. When the pantry tries to buy diapers, there are no allowances made by local vendors for decreased pricing. Everyone pays market price.
- 8) Internet affordability. The reasons for non-use include price for the service, available computers. The library has picked some of the slack. Need is increasing because persons must complete job applications, applications for various services and school work.
- 9) Gas vouchers. There is call upon the pantry to provide some funding for gasoline vouchers. These could be limited to one voucher per month for \$10-15 controlled/monitored by the pantry.
- 10)
Work attire program. Persons who have obtained a job which calls for a specific type of uniform and work shoes would be helpful. Persons do not have the money to buy such right away and be employment ready.
- 11)
The pantry would like to start or restart a community meal to be held one time per month or quarter. Apparently Coralville has done this and averages about 500 persons. The meal is open to all.

These notes are for your use in deliberating future fund requests.



Reprecincting

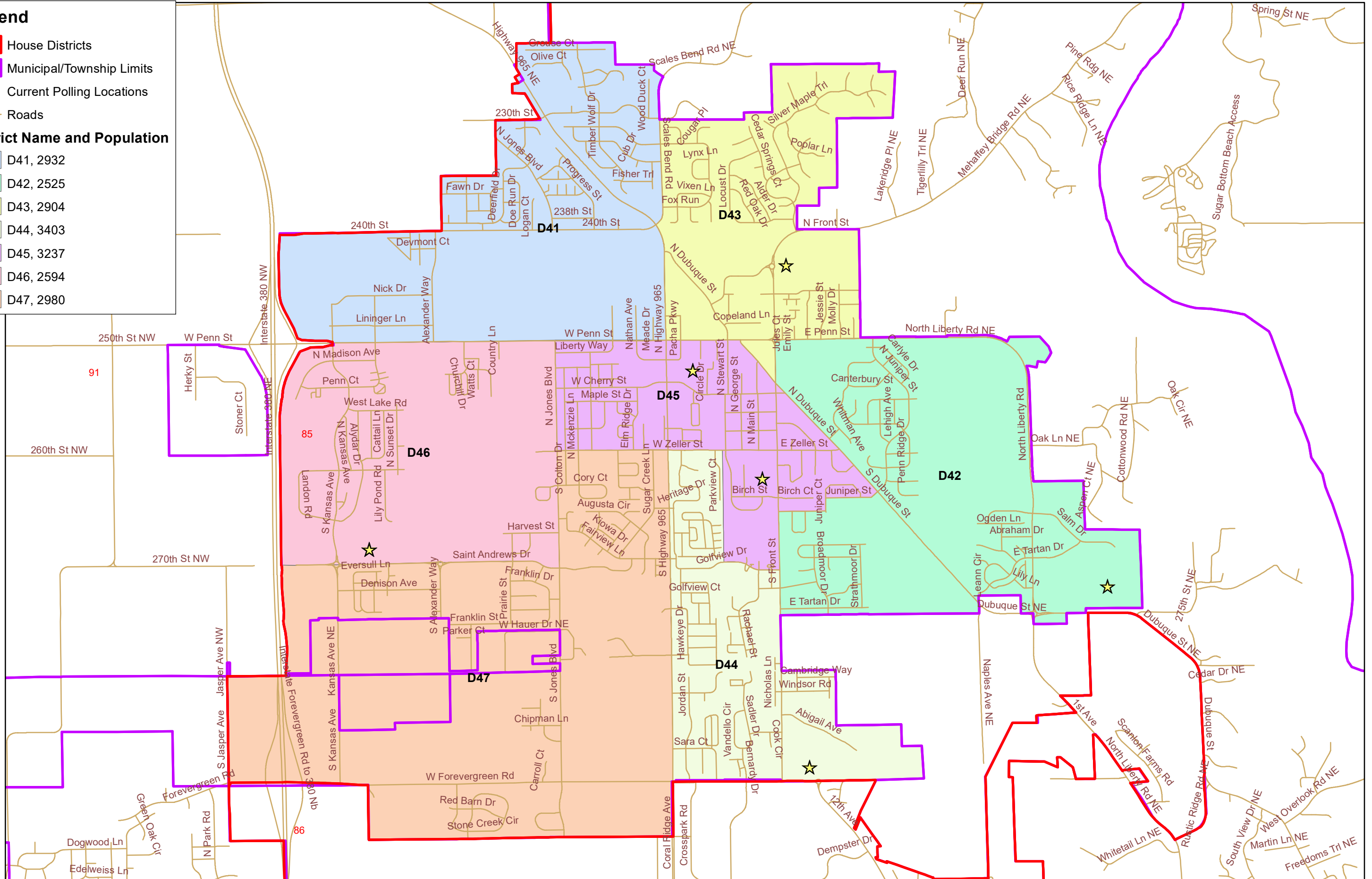
City of North Liberty Proposed Precinct Plan A

Legend

- House Districts
- Municipal/Township Limits
- ★ Current Polling Locations
- Roads

District Name and Population

- D41, 2932
- D42, 2525
- D43, 2904
- D44, 3403
- D45, 3237
- D46, 2594
- D47, 2980



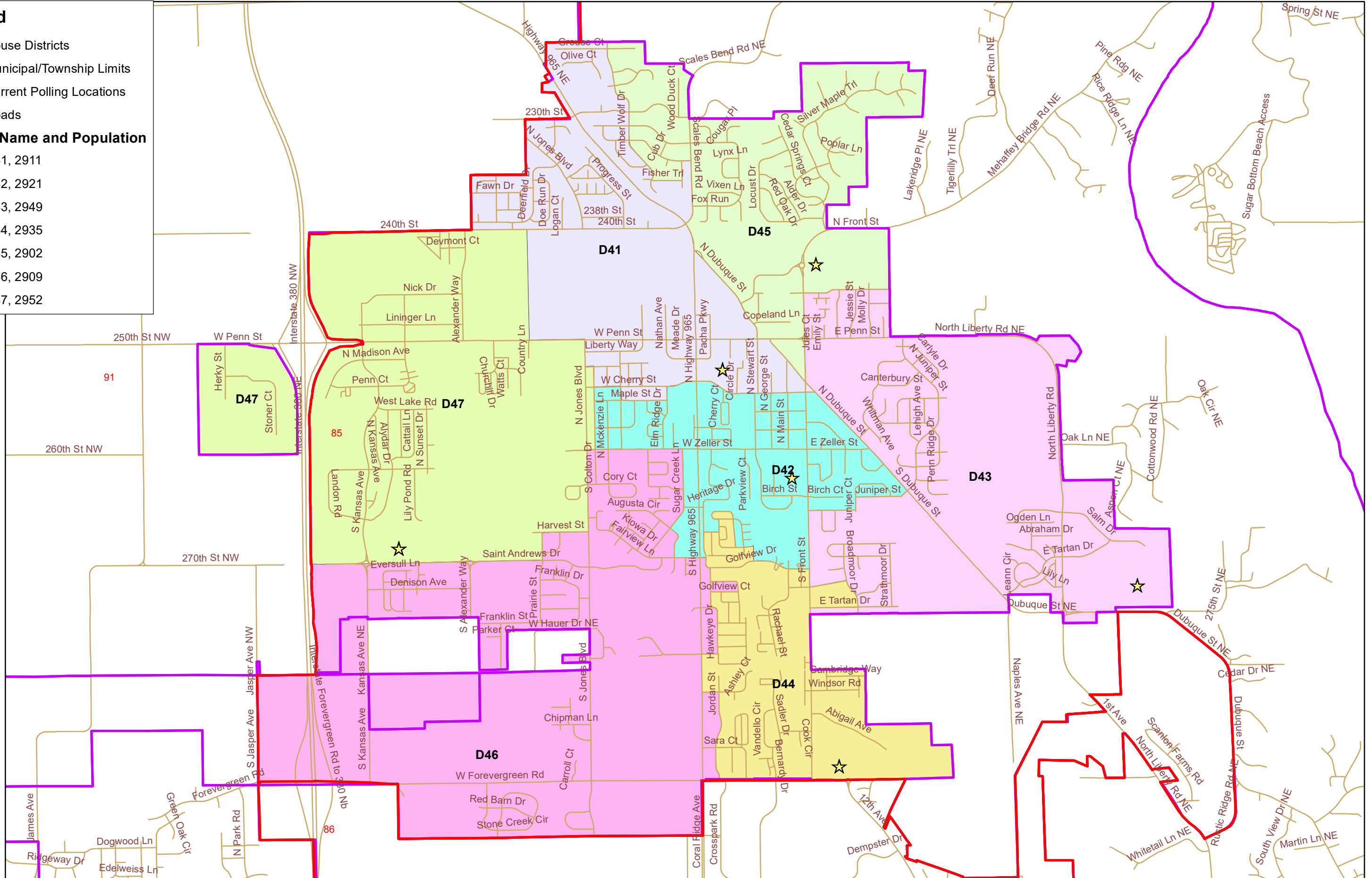
City of North Liberty Proposed Precinct Plan B

Legend

- House Districts
- Municipal/Township Limits
- ★ Current Polling Locations
- Roads

District Name and Population

	D41, 2911
	D42, 2921
	D43, 2949
	D44, 2935
	D45, 2902
	D46, 2909
	D47, 2952



City of North Liberty Proposed Plan C



District □ Population

- D41 □ 2927
- D42 □ 2917
- D43 □ 2918
- D44 □ 2934
- D45 □ 2925
- D46 □ 2932
- D47 □ 2926

Legend

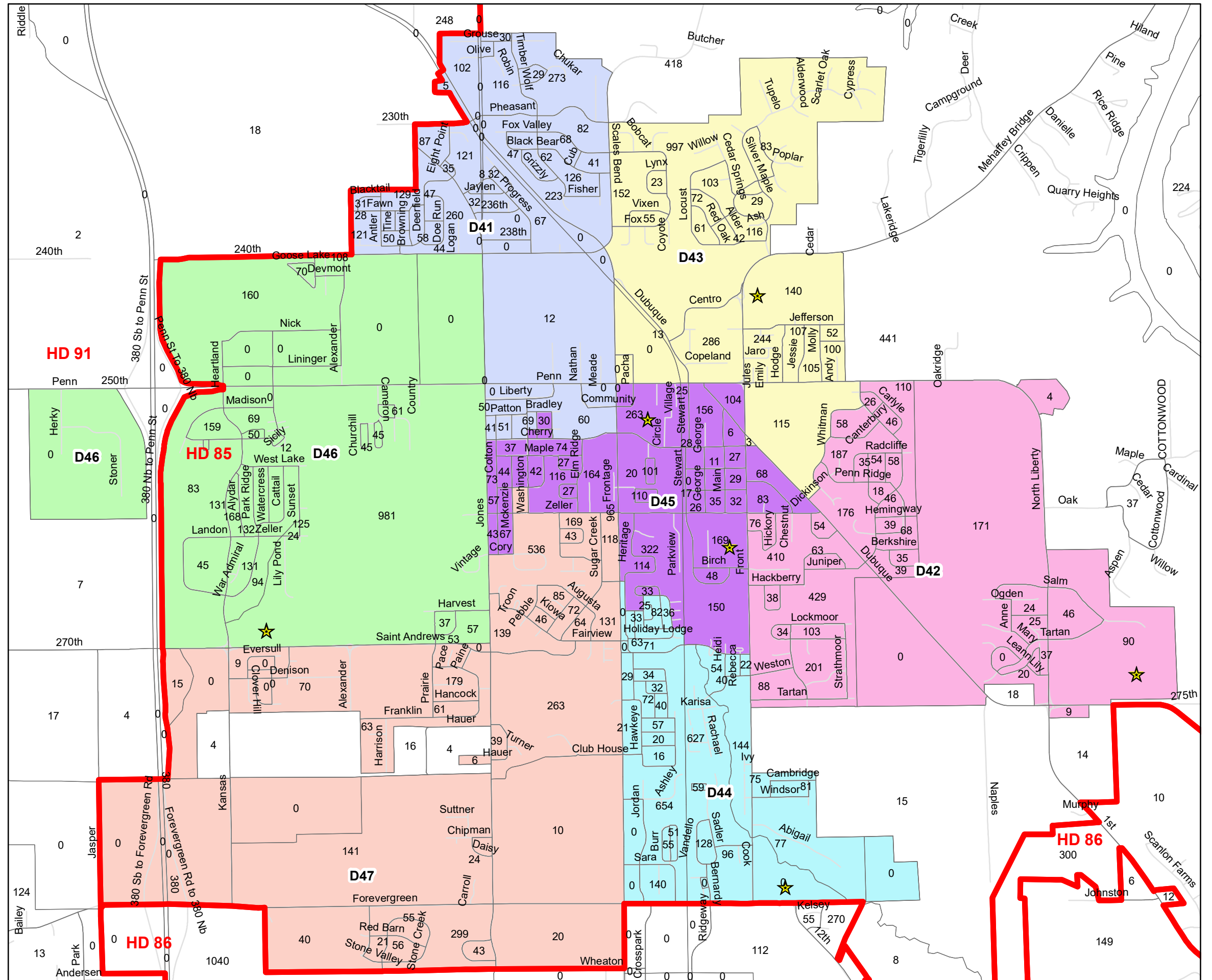
- House District boundaries
- ★ Current Polling Place Locations

Census blocks

UNLOCKED 2020

DIST_NAME

- D41
- D42
- D43
- D44
- D45
- D46
- D47



CITY OF NORTH LIBERTY Plan D

Legend

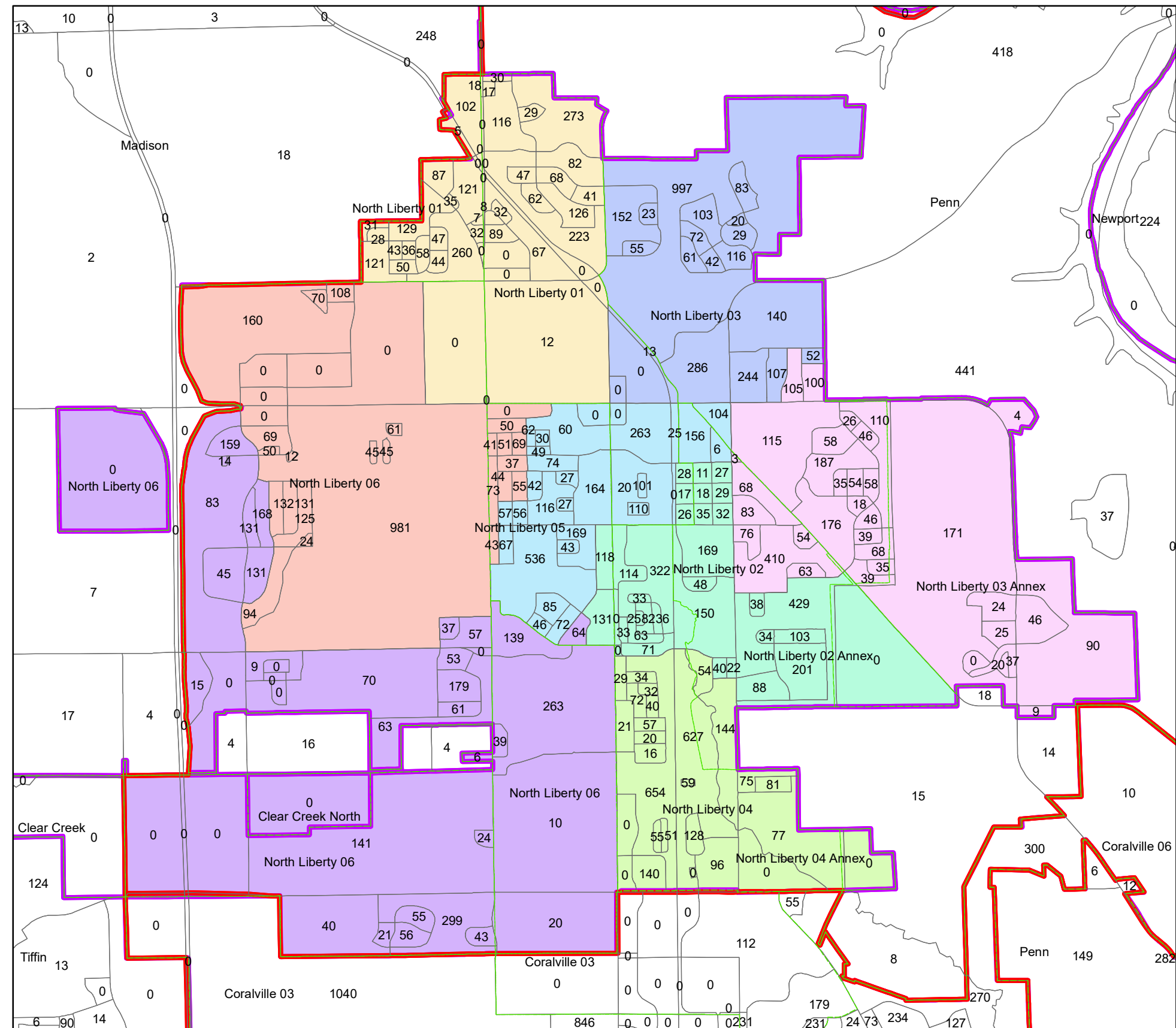
- House Districts
- Census blocks 2020
- City/Twp. boundaries

Proposed precincts

DIST_NAME

- D41
- D42
- D43
- D44
- D45
- D46
- D47
- D48

District	Population
D41	2594
D42	2595
D43	2498
D44	2573
D45	2592
D46	2570
D47	2495
D48	2562



CITY OF NORTH LIBERTY

Plan E

Legend

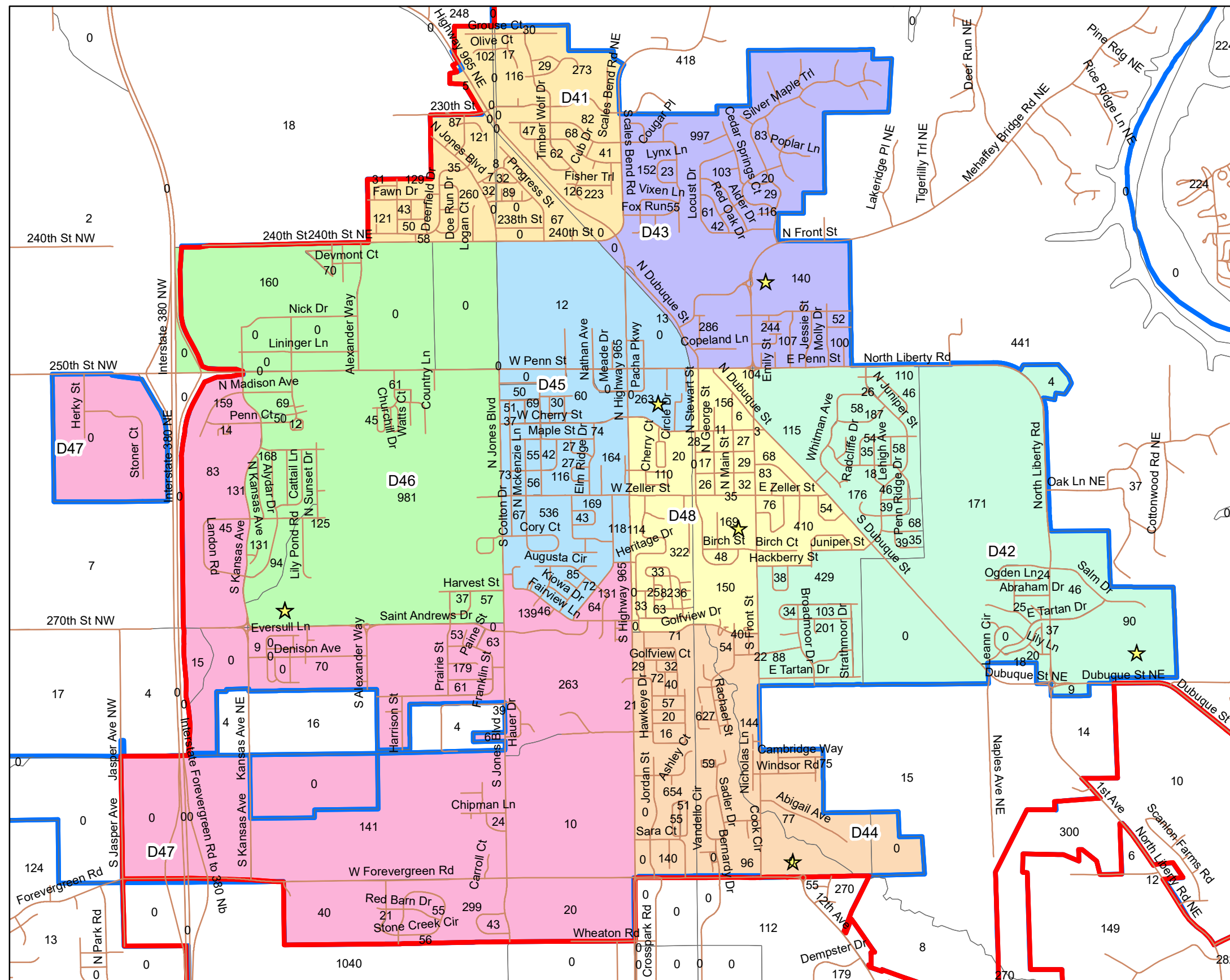
- Streets
- House Districts
- Census blocks
- City/Twp. boundaries

NL_Plan_E

DIST_NAME

- D41
- D42
- D43
- D44
- D45
- D46
- D47
- D48

District	Population
D41	2582
D42	2429
D43	2800
D44	2624
D45	2663
D46	2631
D47	2102
D48	2648



CITY OF NORTH LIBERTY

Plan F

Legend

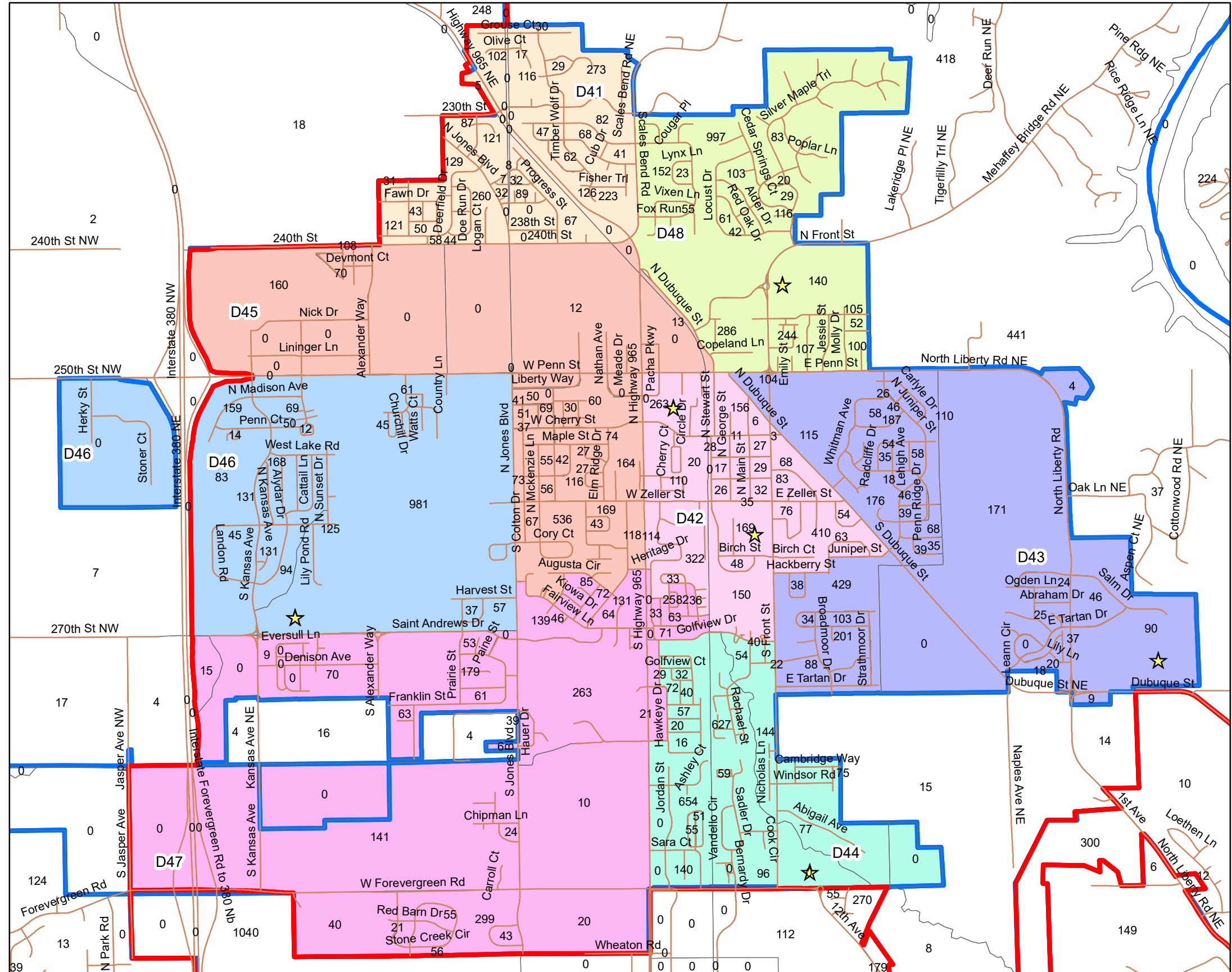
- Streets
- House Districts
- Census blocks
- City/Twp. boundaries

NL_Plan_F

DIST_NAME

- D41
- D42
- D43
- D44
- D45
- D46
- D47
- D48

District	Population
D41	2582
D42	2497
D43	2533
D44	2574
D45	2548
D46	2594
D47	2364
D48	2787





Bowman Property LLC Rezoning



November 10, 2021

Terry L. Donahue, Mayor
City of North Liberty
3 Quail Creek Circle
North Liberty IA 52317

Re: Request of Bowman Property, LLC for a zoning map amendment (rezoning) on 109.43 acres, more or less, on property located at the northeast corner of West Forevergreen Road and South Kansas Avenue from ID Interim Development to RS-4 Single-Unit Dwelling District, RS-6 Single-Unit Dwelling District, RD-10 Two-Unit Residence District, RM-8 Multi-Unit Residence District, RM-12 Multi-Unit Residence District and C-2-A Highway Commercial District.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its November 10, 2021 special meeting. The Planning Commission took the following action:

Findings:

1. The proposed zonings would achieve consistency with the Comprehensive Plan Future Land Use Map designations, except where there are land use compatibility considerations adjacent to less dense development; and
2. The proposed zonings would be compatible with the surrounding properties.

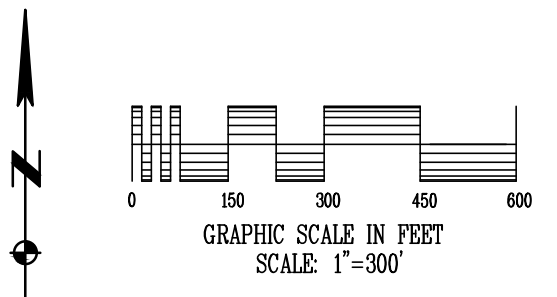
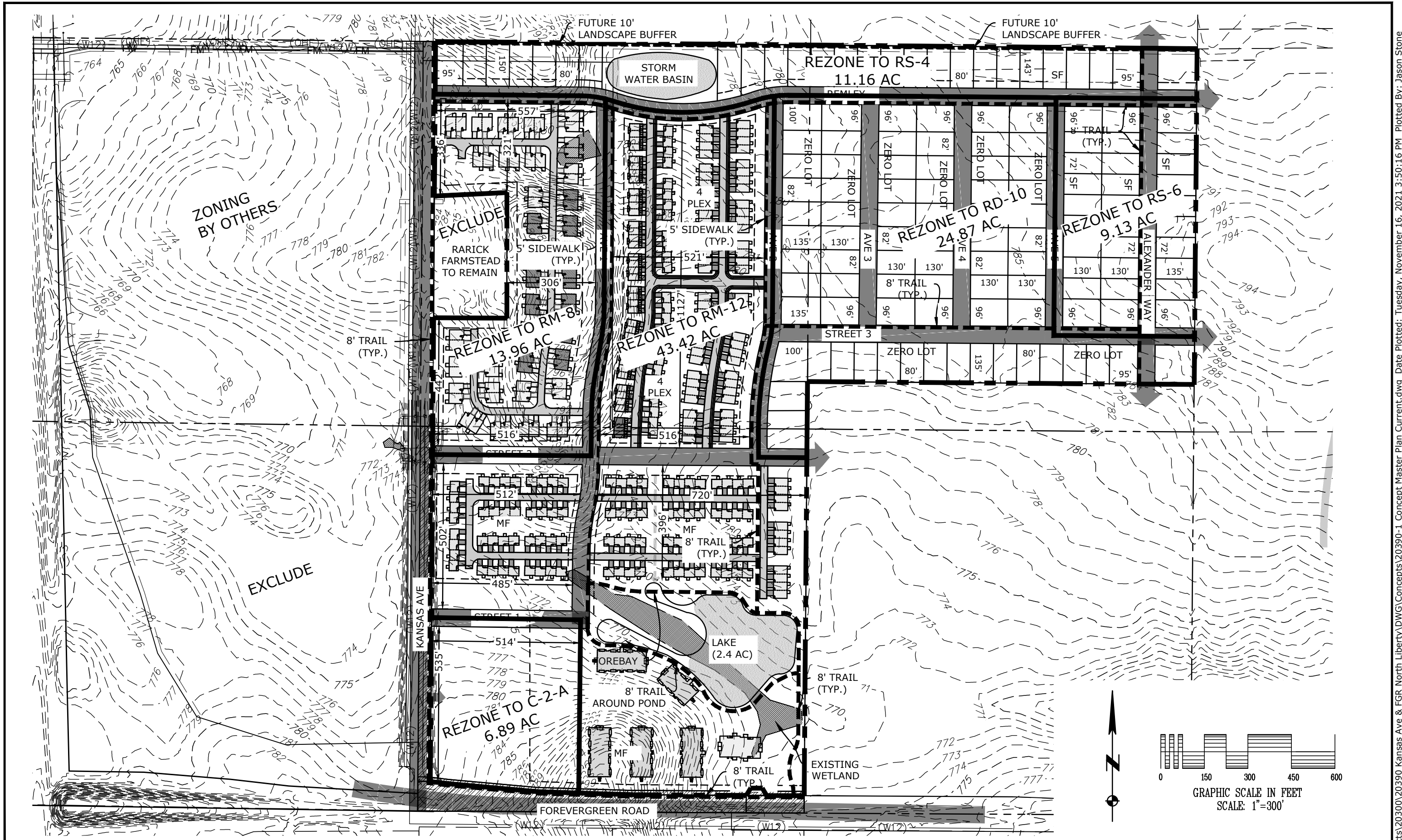
Recommendation:

The Planning Commission accepted the two listed findings and forwards the request for a zoning map amendment to the City Council with a recommendation for approval subject to the following conditions:

1. That property generally achieve consistency with the submitted concept plan as it relates to the general pattern of land use development and landscape buffering; and
2. That there be a 20' wide on lot landscape buffer for the residentially zoned portion of the development adjacent to South Kansas Avenue and West Forevergreen Road.

The vote for approval was 6-0.

Becky Keogh, Chairperson
City of North Liberty Planning Commission



DRAWN BY:	CLW			
CHECKED BY:	LMH			
APPROVED BY:	LMH			
DATE:	10-13-2021			
FIELD BOOK:	NO.	REVISION DESCRIPTION	APPROVED	DATE



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FOREVERGREEN ESTATES
 IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

REZONING AND PEDESTRIAN CONNECTIVITY EXHIBIT
 SCALE: 1" = 300' PROJECT NO: 20390-1

SHEET
1

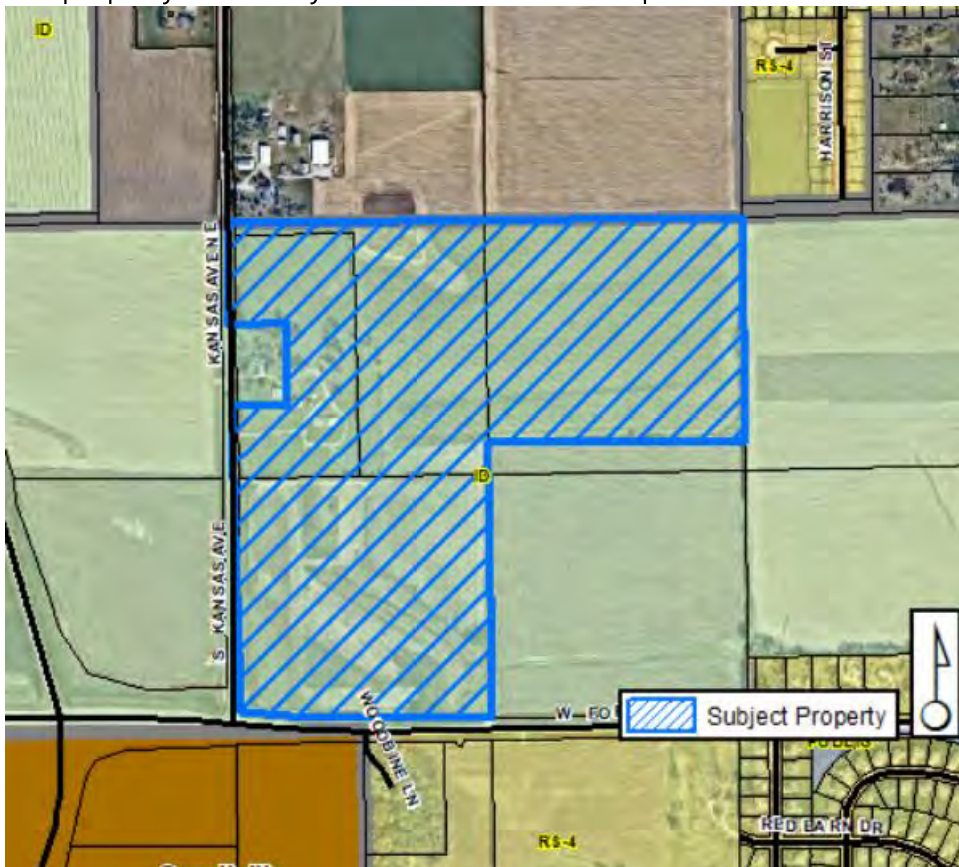


To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **November 5, 2021**
 Re **Request of Bowman Property, LLC for a zoning map amendment (rezoning) on 109.43 acres, more or less, on property located at the northeast corner of West Forevergreen Road and South Kansas Avenue from ID Interim Development to RS-4 Single-Unit Dwelling District, RS-6 Single-Unit Dwelling District, RD-10 Two-Unit Residence District, RM-8 Multi-Unit Residence District, RM-12 Multi-Unit Residence District and C-2-A Highway Commercial District.**

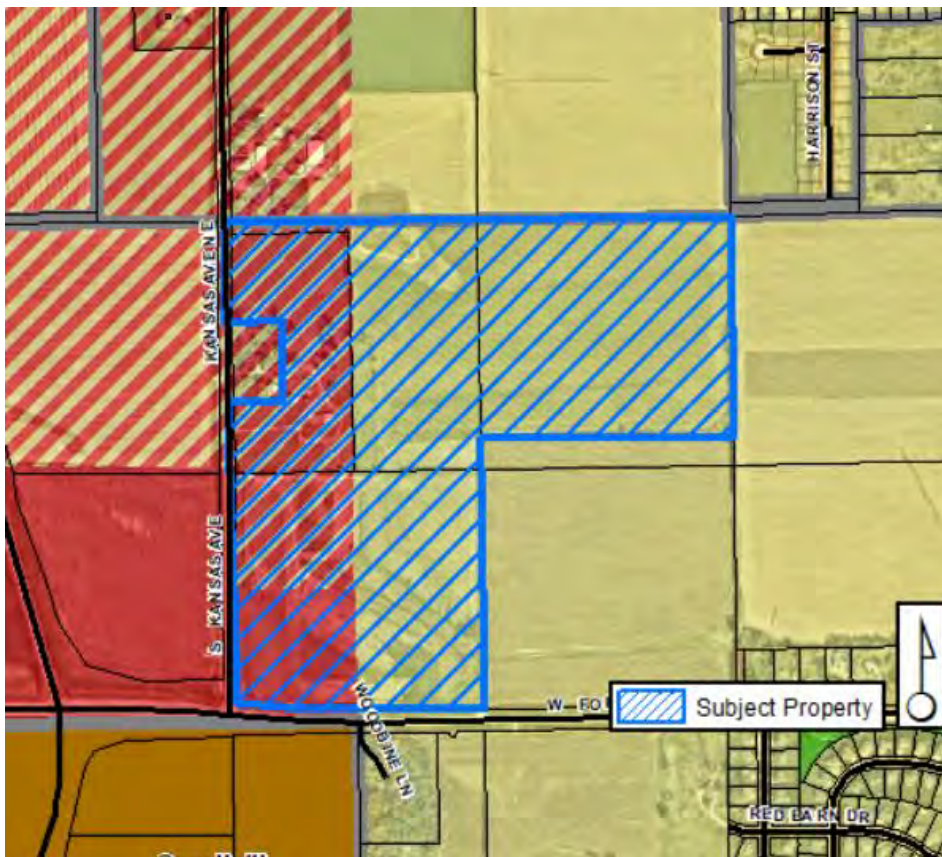
North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:
 Ryan Heiar, City Administrator
 Tracey Mulcahey, Assistant City Administrator
 Grant Lientz, City Attorney
 Tom Palmer, City Building Official
 Kevin Trom, City Engineer
 Ryan Rusnak, Planning Director

1. Current Zoning:

The property is currently zoned ID Interim Development District.



2. Comprehensive Plan Future Land Use Map Designation: Residential, Commercial and Commercial with Residential.



The North Liberty Comprehensive Plan articulates the following regarding residential uses:

The plan promotes the development of a diversified housing stock that is affordable to a wide range of incomes. Even though general planning goals include limiting residential uses along arterials and in some cases even collector streets, the miles of such frontages within the City make strict adherence to those goals impractical, and landscape buffers, limited access, and smart neighborhood street layouts are utilized to minimize traffic impacts. Higher density residential development is considered to be somewhat of a transitional buffer between office/commercial development and lower density residential neighborhoods, in part because it is practical to locate the greater numbers of residents found in the higher density developments closer to the commercial services they need.

The North Liberty Comprehensive Plan articulates the following regarding commercial uses:

The highest densities of more locally-oriented commercial uses are generally planned along Penn Street and along Highway 965. Interstate-related large scale office and mixed-use developments are planned for the Kansas Avenue corridor, especially between Kansas and I-380 and near the planned Forevergreen Road interchange. High visibility from the I-380 corridor presents an excellent opportunity to introduce high-quality office and commercial uses in this “front door” area that may serve both the

external demand associated with the I-380 proximity and access and the internal demand generated by substantial recent and planned residential development in the area.

It appears that the Commercial with Residential designation was part of a more recent Future Land Use Map update. It is staff's understanding that the designation was to encourage mixed commercial/residential development.

Relevant Comprehensive Plan Policies Related to Land Use:

- Establish and maintain an advantageous property tax situation and pursue a strengthened and sound tax base through a diversification of land uses, including commercial and industrial development, as well as a variety of residential options.
- Support high density and medium density housing in close proximity to commercial and service centers to provide intensity-of-use buffers for low density residential uses.
- Concentrate higher density, apartment-type housing in proximity to areas that offer a wide range of existing supportive services, commercial and recreational facilities.

3. Public Input:

Letters were sent to property owners within 200 feet of the subject property notifying them of the September 23, 2021 good neighbor meeting. The map below shows the notice boundary.

Approximately five people attended the good neighbor meeting (outside of City staff and the applicant's representatives) and had general questions about the development.

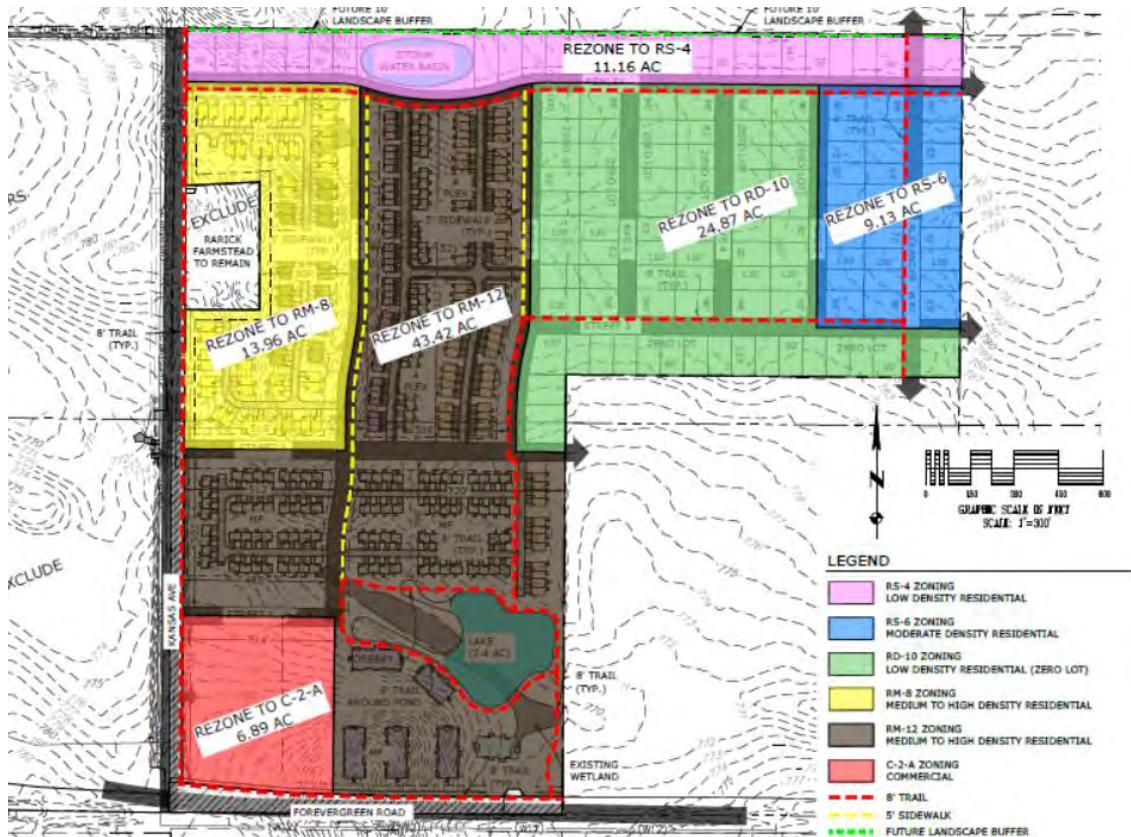
The property owners to the north have expressed some concerns about the development. This correspondence is attached to the staff report. The application was modified and conditions will be recommended to address some of these concerns.



4. Analysis of the Request:

Proposed Zonings.

The applicant is requesting several different residential districts to accommodate a variety of housing types and one area for commercial development. Staff encouraged the applicant to include all of the land in the rezoning to facilitate a comprehensive planning approach to the development.



Notably, the applicant changed some of the requested zonings subsequent to the good neighbor meeting to address, in part, some of the concerns raised at the meeting. These changes include the lots along the north boundary from RS-6 Single-Unit Residence District and RM-12 Multi-Unit Residence District to RS-4 Single-Unit Residence District and around the Rarick Homestead from RM-12 Multi-Unit Residence District to RM-8 Multi-Unit Residence District.

Based on the concept plan, there are approximately 56 Single-Unit Residence units, 73, Two-Unit Residence units, 299 Multi-Unit Residence Units, plus additional Multi-Units Residence Units in six buildings.

There are no immediate plans for the 6.89 acre commercial area at the northeast corner of West Forevergreen Road and South Kansas Avenue.

The current inventory of housing in North Liberty is approximately:

Single-Unit	Two-Unit	Multi-Unit	Mixed Use	Manufactured Home	Total
3224	1598	2896	230	470	8418
38.30%	18.98%	34.40%	2.73%	5.58%	8418

The cost of housing is influencing market conditions in North Liberty. The cost of a new single-unit residence is very expensive whereas the cost of attached housing is more affordable.

Consistency of the proposed zoning with the Future Land Use Map and with surrounding properties.

The location of the C-2-A Highway Commercial District generally aligns with the Commercial Land Use Designation.

The area along the east side of South Kansas Avenue is designated Commercial with Residential. It is staff's understanding that this designation was for the purpose of encouraging mixed commercial/residential development. Higher intensity/density is appropriate adjacent to an arterial roadway with a transition to lower intensity/density toward the interior. This is generally the configuration of the property with a notable exception. Mixed commercial/residential development is not proposed. This is due to compatibility considerations with the Seelman property to the north and the Rarick property, which this development surrounds.

The single-unit and two-unit residences would be consistent with the Residential Land Use Designation.

Proposed Transportation Network.

Remley Street (northernmost east/west street in the concept plan) is ultimately planned from South Jones Boulevard to South Kansas Avenue. This is a planned collector street and will have a multi-use path.

Alexander Way (easternmost north/south street in the concept plan) is ultimately planned from West Forevergreen Road to West Penn Street. This is a planned collector street and will have a multi-use path.

The applicant is showing several eight foot wide paths. Staff appreciates the willingness to install multi-use paths, but the City maintains paths wider than six feet. So the location of these paths and who would maintain them will be more closely examined as actual development proceeds.

Utilities.

The sanitary sewer pump station west of I-380 is able to accept flows. The applicant is extending a sanitary sewer service from the manhole on the east of I-380 to the east side of South Forevergreen Road. There is an existing 12" water main along the west side of South Forevergreen Road.

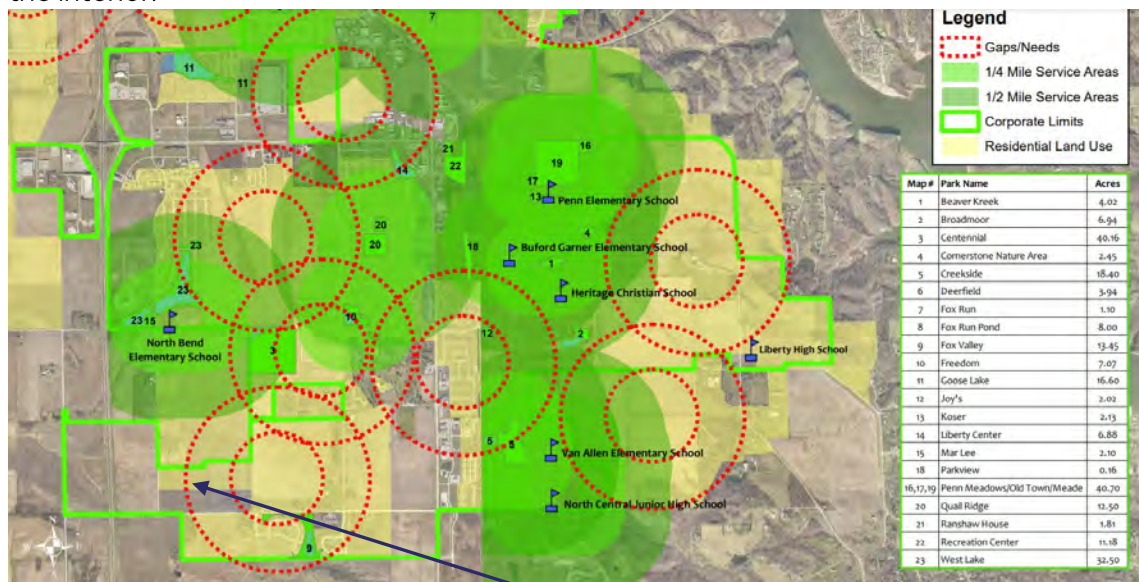
Landscape Buffers and Open Space.

The concept plan depicts a 10' wide landscape buffer along the north boundary along the Seelman property. There is a sanitary sewer force main in this general location and underground electric is planned in this area. Therefore, the installation of landscaping in this area will have to be carefully planned so as not to conflict with existing and planned utilities.

Staff is recommending that the residential portion of the development achieve consistency with buffering requirements pursuant to the subdivision ordinances along South Kansas Avenue and West Forevergreen Road, which is a 20' wide on lot landscape buffer.

There isn't a lot of planned open space proposed with the development. However, the concept plan depicts a multi-use path around the stormwater pond.

The adopted 2016 Park Plan identifies the area east of the development as a park space need. This will be negotiated as development proceeds from the west and east toward the interior.



Source: Adopted 2016 Park Plan

Other Issues.

Some concerns have been raised that cannot be answered at this time. These concerns relate to engineering detail that will be provided when construction plans are reviewed and approved. Examples of these concerns relate to the outfall from the stormwater pond and roadway grades.

Findings:

1. The proposed zonings would achieve consistency with the Comprehensive Plan Future Land Use Map designations, except where there are land use compatibility considerations adjacent to less dense development; and
2. The proposed zonings would be compatible with the surrounding properties.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request of Bowman Property, LLC for a zoning map amendment (rezoning) on 109.43 acres, more or less, on property located at the northeast corner of West Forevergreen Road and South Kansas Avenue from ID Interim Development to RS-4 Single-Unit Dwelling District, RS-6 Single-Unit Dwelling District, RD-10 Two-Unit Residence District, RM-8 Multi-Unit Residence District, RM-12 Multi-Unit Residence

District and C-2-A Highway Commercial District to the City Council with a recommendation for approval subject to the following conditions:

1. That property generally achieve consistency with the submitted concept plan as it relates to the general pattern of land use development and landscape buffering;
and
2. That there be a 20' wide on lot landscape buffer for the residentially zoned portion of the development adjacent to South Kansas Avenue and West Forevergreen Road.

Suggested motion:

I move that the Planning Commission accept the two listed findings and forward the zoning map amendment with the two listed conditions recommended by City staff to the City Council with a recommendation for approval.

Ryan Rusnak

From: BEV SEELMAN <bev-jim-mba@msn.com>
Sent: Thursday, October 07, 2021 7:03 AM
To: Ryan Rusnak
Subject: Re: [EXTERNAL] Good Neighbor Meeting tonight

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

Ryan:

Thanks for the Good Neighbor meeting.

Some additional concerns and after thinking about what was said last night:

1. I heard that they are going to do a 6' to 8' cut by Kansas Avenue - if that is the case and those are one story houses, then we will be looking at roof tops.
2. Why can't there just be single family homes along our property line all the way up, and then if they want to do their cluster houses, start on the other side of the street. Make the lots a little larger up by Kansas and where we can see them out our South windows.
3. We do not want to look at "cookie cutter" houses along our property line.
4. We do not want to look at roof tops either.
5. Do developers not have to include any park space in their plans?
6. When the Kansas Avenue project was done, it was graded for a 5' sidewalk along the East side of Kansas, not the proposed 8' sidewalk. Our property was not graded because we were ag, nor was Bob and Joyce Raricks graded for 8' so they did not loose any trees to keep their privacy.
7. Very concerned about what is going to happen in the pond area. Boomerang found at least 3 tiles going into one tile into our property. This summer, our pond area was dry, but the Rarick side had standing water most of the year. I am not even sure the tiles are working, especially after Boomerang got finished with their work, and I am not sure how many they may have cut and didn't fix.
8. Some engineering needs to be done by the fence line - there is not water standing there, but not seeing their entire proposal, I don't want water standing there in the future, or an unmowable area either. It is currently hard enough to mow the way it is.

I will probably have additional concerns as I think about this project more.

Bev

From: Ryan Rusnak <rrusnak@northlibertyiowa.org>
Sent: Wednesday, October 6, 2021 8:43 AM
To: BEV SEELMAN <BEV-JIM-MBA@msn.com>
Subject: RE: [EXTERNAL] Good Neighbor Meeting tonight

Thanks Bev,

I appreciate and value your input. Please understand that this is only a conceptual plan. The reason we have these meetings before the formal rezoning process is so the developer can solicit input.

I will certainly share your concerns and my responses with the developer.

1. I think a berm with trees is reasonable request.
2. Fence height in the City is limited to 8' maximum in residential districts.
3. They have preliminarily indicated that a portion of the site drains onto your property. In that light historical drainage would be maintained. We have not got into any level of storm water engineering to review this. The developer or successor will be required to maintain the ponds.
4. We require exploratory digging to locate field tiles. I appreciate this information and will pass along to the developer.
5. I will certainly advocate that any lighting be oriented away from your property. We will have to get further into the design, but I will note your concern about location from your property. We do require streetlights at street intersections. One thing I would point out is that early discussions involved not having that east/west street right up to your property.
6. This concern is noted.
7. See response in #1.
8. There is not intent to remove your fence. If there is anything involving your fence, you will need to be consulted.
9. The concept shows one road going into your property. This street (Alexander Way) is on the City's long range plan. It shows it going from Penn to Forevergreen. We recognize that you or your family may have this property in perpetuity. However, we need to plan for future growth.
10. This is far concern. Yes, there is an RS-4 District.
11. This concern is noted.
12. The east west street is on the City's long range plan. It shows it going from Jones to Kansas. The exact location of the intersection has not been determined.



RYAN RUSNAK, AICP
PLANNING DIRECTOR
(319) 626-5747 office

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

From: BEV SEELMAN [mailto:BEV-JIM-MBA@msn.com]
Sent: Wednesday, October 06, 2021 7:50 AM
To: Ryan Rusnak <rrusnak@northlibertyiowa.org>; BEV SEELMAN <bev-jim-mba@msn.com>
Subject: [EXTERNAL] Good Neighbor Meeting tonight

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Ryan:

I intend to join the Zoom meeting tonight, but if I do not have success, here is a list of our concerns about this project and the effect on our property:

Questions:

9. Install a berm along our entire South property line, with a double row of evergreen trees, 6' - 10' tall, planted to provide a barrier between our property and the development.
10. Install a 10' - 12' high fence along our entire South property line for the above reason. Fence approved by the Seelman's.
11. Retention pond - where is the outlet and who will take care of this pond in the future?
12. We have several tiles running from the property into our property - what will happen to those tiles? At least 3 tiles in the proposed pond area.
13. We request no street lights along our property or even within 100 - 200 feet.
14. The plan shows very dense housing, can this be reduced?
15. We need a buffer zone.
16. We have livestock, so we need fence that will hold the livestock in and cannot be taken out along any boundary of our property.
17. There are several roads shown going into our property - no consult with us or even the question of why?
18. Need low density along our entire property line - even lower than RS - 6 if there is such a thing.
19. Entire project is too high density with RM - 12 zoning in most of the plan.
20. What is the plan for the road - traffic lights or what. Too close to our property and needs to be moved further South.

Of course we do not like this entire concept because of the high density of houses. This needs to be reduced to more single type family homes, but of course, the developer can't make as much money that way.

Again, we are living on over a 100 year old farmstead - 111 years to be exact. Of course we have lots of concerns, but our needs are important too and we actually live and have been born and raised in the North Liberty area for 60 years. My ancestors platted North Liberty.

Give me a phone number I can call if I can't get hooked up via Zoom. I will be in the field hauling corn, so via phone for me might just have to work.

Thanks!

Bev Seelman

Ordinance No. 2021-18

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED AT THE NORTHEAST CORNER OF WEST FOREVERGREEN ROAD AND SOUTH KANSAS AVENUE LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RS-4 SINGLE UNIT DWELLING DISTRICT, RS-6 SINGLE-UNIT DWELLING DISTRICT, RD-10 TWO UNIT RESIDENCE DISTRICT, RM-8 MULTI-UNIT RESIDENCE DISTRICT, RM-12 MULTI-UNIT RESIDENCE DISTRICT AND C-2A HIGHWAY COMMERCIAL DISTRICT

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

SECTION 1. AMENDMENT. Chapter 167 of the North Liberty Code of Ordinances (2013) is hereby amended by amending the zoning for the property located on the northeast corner of West Forevergreen Road and South Kansas Avenue. The property is more particularly described as follows:

1. ID Interim Development District to RS-4 Single-Unit Residence District on 11.16 acres.

The property is more particularly described as follows:

PART OF AUDITOR'S PARCEL # 99010 AND PART OF AUDITOR'S PARCEL #99011, RECORDED IN BOOK 40, PAGE 36 AND PART OF AUDITOR'S PARCEL #2011021, RECORDED IN BOOK 55, PAGE 256, ALL IN JOHNSON COUNTY, IOWA RECORDER'S OFFICE, ALL IN THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF KANSAS AVENUE NE AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE S89°27'50"E ALONG SAID NORTH LINE, 2624.67 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE S0°30'29"W ALONG SAID EAST LINE, 172.96 FEET; THENCE N89°29'51"W, 1408.18 FEET; THENCE WESTERLY, 117.17 FEET ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S80°54'42" 116.63 FEET); THENCE WESTERLY, 498.01 FEET ALONG THE ARC OF A 769.92 FOOT RADIUS CURVE, CONCAVE NORTHERLY (CHORD BEARS S89°51'05"W 489.38 FEET); THENCE WESTERLY, 108.69 FEET ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS N80°30'51"W 108.25 FEET); THENCE N89°24'38"W, 504.89 FEET TO SAID EAST RIGHT-OF-WAY; THENCE N0°24'05"E ALONG SAID EAST RIGHT-OF-WAY, 181.82 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 11.16 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

2. ID Interim Development District to RS-6 Single-Unit Residence District on 9.13 acres.

The property is more particular described as follows:

PART OF AUDITOR'S PARCEL #99011, RECORDED IN BOOK 40, PAGE 36, IN JOHNSON COUNTY, IOWA RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23; THENCE S0°30'29"W, ALONG THE EAST LINE OF SAID AUDITOR'S PARCEL #99011, A DISTANCE OF 172.96 FEET TO THE POINT OF BEGINNING; THENCE S0°30'29"W ALONG SAID EAST LINE 819.70 FEET; THENCE N89°30'22"W, 485.18 FEET; THENCE N0°32'19"E, 819.77 FEET; THENCE S89°29'51"E, 484.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.13 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

3. ID Interim Development District to RD-10 Two-Unit Residence District on 24.87 acres.

The property is more particular described as follows:

PART OF AUDITOR'S PARCEL #99011, RECORDED IN BOOK 40, PAGE 36, IN JOHNSON COUNTY, IOWA RECORDER'S OFFICE AND PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23; THENCE S0°30'29"W, ALONG THE EAST LINE OF SAID AUDITOR'S PARCEL #99011, A DISTANCE OF 992.66 FEET TO THE POINT OF BEGINNING; THENCE S0°30'29"W ALONG SAID EAST LINE, 165.04 FEET TO THE NORTH LINE OF THE SOUTH 5.00 ACRES OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE N89°34'09"W, ALONG SAID NORTH LINE, 1332.50 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S0°27'38"W, ALONG SAID WEST LINE AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER, 262.12 FEET; THENCE N89°31'35"W, 166.54 FEET; THENCE N0°20'07"W, 93.30 FEET; THENCE NORTHERLY, 301.23 FEET ALONG THE ARC OF A 1197.04 FOOT RADIUS CURVE, CONCAVE EASTERLY (CHORD BEARS N7°09'31"E, 300.44 FEET); THENCE NORTHERLY, 84.53 FEET ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE, CONCAVE WESTERLY (CHORD BEARS N7°26'57"E, 84.32 FEET); THENCE N0°31'50"E, 770.06 FEET; THENCE EASTERLY, 46.86 FEET ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS N86°40'01"E, 46.83 FEET); THENCE S89°29'51"E, 923.44 FEET; THENCE S0°32'19"W, 819.77 FEET; THENCE S89°30'22"E, 485.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 24.87 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

4. ID Interim Development District to RM-8 Multi-Unit Residence District on 13.96 acres.

The property is more particular described as follows:

PART OF AUDITOR'S PARCEL #2011021, RECORDED IN BOOK 56, PAGE 120 IN JOHNSON COUNTY, IOWA RECORDER'S OFFICE, AND PART OF THE NORTHWEST

QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF KANSAS AVE NE AND THE NORTH LINE OF SAID SECTION 23; THENCE S0°24'05"W ALONG SAID EAST RIGHT-OF-WAY, 181.82 FEET TO THE POINT OF BEGINNING; THENCE S89°24'38"E, 504.89 FEET; THENCE EASTERLY, 83.12 FEET ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARING S82°36'26"E 82.92 FEET); THENCE S0°22'08"W, 721.69 FEET; THENCE SOUTHERLY, 106.99 FEET ALONG THE ARC OF A 645.00 FOOT CURVE, CONCAVE WESTERLY (CHORD BEARS S5°07'15"W 106.87 FEET); THENCE S9°52'23"W, 133.32 FEET; THENCE SOUTHERLY, 127.10 FEET ALONG THE ARC OF A 775.00 FOOT RADIUS CURVE, CONCAVE EASTERLY (CHORD BEARS S5°10'28"W 126.96 FEET); THENCE S0°28'34"W, 144.57 FEET; THENCE N89°31'35"W, 546.12 FEET TO SAID EAST RIGHT-OF-WAY; THENCE N0°24'05"E ALONG SAID EAST RIGHT-OF-WAY, 471.61 FEET; THE FOLLOWING THREE COURSES ARE ALONG LOT 1, RARIFIED ACRES, RECORDED IN BOOK 56, PAGE 138 IN JOHNSON COUNTY, IOWA RECORDER'S OFFICE; THENCE S89°41'42"E, 252.50 FEET; THENCE N0°02'13"E, 432.71 FEET; THENCE S87°14'37"W, 250.12 FEET TO SAID EAST RIGHT-OF-WAY; THENCE N0°24'05"E ALONG SAID EAST RIGHT-OF-WAY, 350.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 13.96 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

5. ID Interim Development District to RM-12 Multi-Unit Residence District on 43.42 acres;

The property is more particular described as follows:

PART OF AUDITOR'S PARCEL #99011, RECORDED IN BOOK 40, PAGE 36, PART OF AUDITOR'S PARCEL #201121, RECORDED IN BOOK 55, PAGE 256, ALL IN JOHNSON COUNTY, IOWA RECORDER'S OFFICE, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF FOREVERGREEN RD NE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THE FOLLOWING SIX COURSES ARE ALONG SAID NORTH RIGHT-OF-WAY; THENCE N89°41'03"W, 129.30 FEET; THENCE N30°38'45"W, 29.15 FEET; THENCE N89°41'08"W, 40.00 FEET; THENCE S31°16'53"W, 29.15 FEET; THENCE N89°41'03"W, 400.01 FEET; THENCE N88°07'33"W, 177.77 FEET; THENCE N0°38'15"E, 597.25 FEET; THENCE N89°07'53"W, 514.02 FEET TO THE EAST RIGHT-OF-WAY OF KANSAS AVENUE NE; THENCE N0°24'05"E ALONG SAID EAST RIGHT-OF-WAY, 561.67 FEET; THENCE S89°31'35"E, 546.12 FEET; THENCE N0°28'34"E, 144.57 FEET; THENCE NORTHERLY, 127.10 FEET ALONG THE ARC OF A 775.00 FOOT RADIUS CURVE, CONCAVE EASTERLY (CHORD BEARS N5°10'28"E 126.96 FEET); THENCE N9°52'23"E, 133.32 FEET; THENCE NORTHERLY, 106.99 FEET ALONG THE ARC OF A 645.00 FOOT RADIUS CURVE, CONCAVE WESTERLY (CHORD BEARS N5°07'15"E 106.87 FEET); THENCE N0°22'08"E, 721.69 FEET; THENCE EASTERLY, 25.57 FEET ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S73°42'40"E 25.57 FEET); THENCE EASTERLY, 498.01 FEET ALONG

THE ARC OF A 769.92 FOOT RADIUS CURVE, CONCAVE NORTHERLY (CHORD BEARS N89°51'05"E 489.38 FEET); THENCE EASTERLY 70.31 FEET ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS N77°04'34"E 70.19 FEET); THENCE S0°31'50"W, 770.06 FEET; THENCE SOUTHERLY, 84.53 FEET ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE, CONCAVE WESTERLY (CHORD BEARS S7°26'57"W 84.32 FEET); THENCE SOUTHERLY, 301.23 FEET ALONG THE ARC OF A 1197.04 FOOT CURVE, CONCAVE EASTERLY (CHORD BEARS S7°09'31"W 300.44 FEET); THENCE S0°20'07"E, 93.30 FEET; THENCE S89°31'35"E, 166.54 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE S0°27'36"W ALONG SAID EAST LINE, 1165.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 43.42 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

6. ID Interim Development District to C-2-A Highway Commercial District on 6.89 acres.

The property is more particular described as follows:

PART OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF KANSAS AVENUE NE AND THE NORTH RIGHT-OF-WAY OF FOREVERGREEN ROAD; THENCE N0°24'05"E ALONG SAID EAST RIGHT-OF-WAY, 565.28 FEET; THENCE S89°07'53"E, 514.02 FEET; THENCE S0°38'15"W, 597.25 FEET TO SAID NORTH RIGHT-OF-WAY; THENCE N88°07'33"W ALONG SAID NORTH RIGHT-OF-WAY, 143.81 FEET; THENCE N84°49'17"W ALONG SAID NORTH RIGHT-OF-WAY, 306.58 FEET; THENCE N83°14'44"W ALONG SAID NORTH RIGHT-OF-WAY, 62.65 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6.89 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Such that said property shall be classified and zoned as C-2A Highway Commercial District.

SECTION 2. CONDITIONS IMPOSED. At the November 10, 2021 meeting the Planning Commission accepted the two listed findings (The proposed zonings would achieve consistency with the Comprehensive Plan Future Land Use Map designations, except where there are land use compatibility considerations adjacent to less dense development; and the proposed zonings would be compatible with the surrounding properties.) and forwards the request for a zoning map amendment to the City Council with a recommendation for approval subject to the following conditions:

1. That property generally achieve consistency with the submitted concept plan as it relates to the general pattern of land use development and landscape buffering;
and

2. That there be a 20' wide on lot landscape buffer for the residentially zoned portion of the development adjacent to South Kansas Avenue and West Forevergreen Road.

SECTION 3. ZONING MAP. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

SECTION 4. RECORDATION. The City Clerk is hereby authorized and directed to record this ordinance at the Johnson County Recorder's office upon final passage and approval.

SECTION 5. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. 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 7. 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 8. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____.
Second reading on _____.
Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-18 in the *North Liberty Leader* on the ____ of _____, 2021.

TRACEY MULCAHEY, CITY CLERK



Jones Boulevard

***AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CITY OF NORTH LIBERTY***

ATTN: Ryan Heiar, City of North Liberty City Administrator

CONSULTANT: Kevin Trom, Shive-Hattery, Inc.

PROJECT: North Liberty Jones Boulevard Improvements

PROJECT LOCATION: North Liberty, Iowa

ORIGINAL AGREEMENT DATE: 11/9/21

AMENDMENT NO.: 1

AMENDMENT DATE: 11/10/21

The City of North Liberty and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

PROJECT DESCRIPTION

The Project Description is added/deleted or revised as follows:

No change.

SCOPE OF SERVICES

The services for the project are added/deleted or revised as follows:

No change.

CLIENT RESPONSIBILITIES

Client Responsibilities are added/deleted or revised as follows:

No change.

SCHEDULE

The schedule for the project are added/deleted or revised as follows:

No change.

COMPENSATION

The compensation for the project is added/deleted or revised as follows:

No change.

ADDITIONAL SERVICES

The additional services for the project are added/deleted or revised as follows:

No change.



AGREEMENT

The STANDARD TERMS AND CONDITIONS, LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES, is changed as follows:

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES


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

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

This Amendment is subject to all other terms and conditions of the Original Agreement. Please return one signed copy to S-H.

Sincerely,

SHIVE-HATTERY, Inc.



Kevin P. Trom, Project Manager

ACKNOWLEDGEMENT OF APPROVAL AND OF AMENDMENT

THE CITY OF NORTH LIBERTY:

BY: _____ TITLE: _____
(signature)

PRINTED NAME: _____ DATE ACCEPTED: _____

Resolution No. 2021-109

RESOLUTION APPROVING THE AMENDMENT TO THE SERVICES AGREEMENT AMENDMENT BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-HATTERY, INC. FOR THE JONES BOULEVARD IMPROVEMENTS PROJECT

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

WHEREAS, the City Council approved the proposal got services relating to the Jones Boulevard Improvements Project on November 9, 2021;

WHEREAS, a correction was needed to the agreement as approved; and

NOW, THEREFORE, BE IT RESOLVED that the Amendment to the Agreement presented by Shive-Hattery is approved for Design, Bidding, and Construction services relating to the Jones Boulevard Improvements Project Services Agreement at a lump sum fee of \$282,000 plus costs of expenses is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 23rd day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



FY 2021 Annual Urban Renewal Report

Annual Urban Renewal Report, Fiscal Year 2020 - 2021

Levy Authority Summary

Local Government Name: NORTH LIBERTY
 Local Government Number: 52G485

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
NORTH LIBERTY URBAN RENEWAL	52001	17

TIF Debt Outstanding: 35,938,446

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020:	1,681,769	0	Amount of 07-01-2020 Cash Balance Restricted for LMI
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TIF Revenue:	5,990,727
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	5,990,727

Rebate Expenditures:	1,062,680
Non-Rebate Expenditures:	4,064,406
Returned to County Treasurer:	0
Total Expenditures:	5,127,086

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021:	2,545,410	0	Amount of 06-30-2021 Cash Balance Restricted for LMI
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Year-End Outstanding TIF
 Obligations, Net of TIF Special
 Revenue Fund Balance: 28,265,950

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

Urban Renewal Area Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL
 UR Area Number: 52001

UR Area Creation Date: 06/1990

UR Area Purpose: To encourage economic development through public improvements including streets, utilities, rebates to various corporations and other public improvements.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
NORTH LIBERTY CITY/IOWA CITY SCH/ NL UR TIF INCREMENT	520099	520100	76,850,885
NORTH LIBERTY CITY AG/IOWA CITY SCH/ NL UR TIF INCREMENT	520101	520102	50,932
NORTH LIBERTY CITY/CLEAR CREEK SCH/ NL UR TIF INCREMENT	520103	520104	72,056,057
NORTH LIBERTY CITY AG/CLEAR CREEK SCH/NL UR TIF INCREMENT	520105	520106	98,812
NORTH LIBERTY CITY AG/IOWA CITY SCH/NORTH LIBERTY UR 2000 AMEND TIF INCREMENT	520191	520192	0
NORTH LIBERTY CITY/IOWA CITY SCH/NORTH LIBERTY UR 2000 AMEND TIF INCREM	520204	520205	13,193,653
NORTH LIBERTY CITY/IOWA CITY SCH/NORTH LIBERTY UR 2002 AMEND INCR	520220	520221	0
NORTH LIBERTY CITY AG/IOWA CITY SCH/NORTH LIBERTY UR 2002 AMEND INCR	520222	520223	49,444
NORTH LIBERTY CITY AG/IOWA CITY SCH/N LIBERTY UR 2003 AMD TIF INCR	520257	520258	0
NORTH LIBERTY CITY/IOWA CITY SCH/N LIBERTY UR 2003 AMEND INCREMENT	520285	520286	9,379,297
NORTH LIBERTY CITY AG/CLEAR CREEK SCH/NORTH LIBERTY UR TIF 2010 AMEND INCR	520335	520336	0
NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIB UR TIF AM DELOPMENT INCR	520343	520344	10,633,950
NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIB UR TIF UICCU INCREMENT	520374	520375	22,139,280
NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIBERTY UR 2016 AMEND INCREMENT	520394	520395	142,102
NORTH LIBERTY CITY/CLEAR CREEK SCH/NL UR TIF 2010 AMD CORR DEVEL INCR	520410	520411	1,071,180
NORTH LIBERTY CITY/CLEAR CREEK SCH/NL UR TIF 2016 AMD SPOTIX INCR	520412	520413	2,540,880
NORTH LIBERTY CITY/CLEAR CREEK SCH/NL UR TIF 2016 AMD I380 IND PK INCR	520414	520415	1,418,856

Urban Renewal Area Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	750,400	194,723,300	207,789,793	14,986,500	0	-61,116	419,651,359	0	419,651,359
Taxable	611,452	107,242,273	187,010,814	13,487,850	0	-61,116	309,333,290	0	309,333,290
Homestead Credits									389

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020: 1,681,769 0 Amount of 07-01-2020 Cash Balance Restricted for LMI

TIF Revenue: 5,990,727
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
 Total Revenue: 5,990,727

Rebate Expenditures: 1,062,680
 Non-Rebate Expenditures: 4,064,406
 Returned to County Treasurer: 0
 Total Expenditures: 5,127,086

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021: 2,545,410 0 Amount of 06-30-2021 Cash Balance Restricted for LMI

Projects For NORTH LIBERTY URBAN RENEWAL

2015A 240th St. Improvements

Description:	Street improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2015A Kansas/Penn Intersection

Description:	Street Improvements to help Heartland Express
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2008 USTEP Project

Description:	Improvements to Penn Street and I380 Interchange
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2008 CCA Gym Expand

Description:	City's contribution to the School's Gym Expansion
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

2009 Forevergreen Rd Project

Description:	Road improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2009 Hwy 965 Design

Description:	Design of Phase I Highway 965 Project
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2010 Ranshaw House

Description:	Phase 1 of Ranshaw House improvements
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

2010 City Hall Land Aquisition

Description:	Purchase of property for future city hall
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

2010 Park Update

Description:	Update to city parks
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

2010 Meade Farm Updates

Description:	Update to Meade Barn in City Park
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

2010 Parkland acquisition

Description:	Purchase of 40 acres for new city park
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

2010 Gym Project

Description:	ICCSD Gym Upsizing
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

2010 Rec Center Project

Description:	Electric Bleacher Update
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

2010 Cherry Street lights

Description:	Street light retrofit
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2010 Hwy 965, Ph 2

Description:	Design of Hwy 965 Phase 2
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2010 Penn Street Project

Description:	Penn Street Turn Lane improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2010 Jones Blvd, Phase 1

Description:	Jones Blvd Improves
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Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2010 Hwy 965, Phase 1

Description:	Phase 1 construction of Highway 965 project
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2019A City Hall Land Acquisition

Description:	Purchase of land for city hall property
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

2019A Dubuque Street Trail Project

Description:	construction of trail along Dubuque Street Recreational facilities (lake development, parks, ball fields, trails)
Classification:	trails)
Physically Complete:	Yes
Payments Complete:	No

2019A Penn Street Turn Lanes

Description:	construction of Penn Street improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2019A Jones Boulevard Phase 1

Description:	Construction of Jones Boulevard, Phase 1
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2019A Golfview Drive Project

Description:	Construction of Golfview Drive connection
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Heartland Express

Description:	Development Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

2012 Library Project

Description:	Construction of Library Addition
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

A&M Development

Description:	Development Agreement
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Green State Credit Union

Description:	Development Agreement
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

2005 Liberty Centre Park

Description:	Park Improvements Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

2007 Property Purchase

Description:	Property acquisition
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

2012 Front Street Improvements

Description:	Front Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2013 Highway 965, Phase 2A

Description:	Highway 965 Improvements, Phase 2A
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2013 Jones Blvd, Phase 2

Description:	Jones Blvd, Phase 2 Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2011 Liberty Centre Trail

Description:	Trail Connection Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

2014 Highway 965, Phase 2

Description:	Highway 965 Improvements, Phase 2
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2014 North Front Street Improvements

Description:	North Front Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2015A Hwy 965, Phase 2

Description:	Highway 965 Improvements, Add'l costs
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2015A Parks & Trails Projects

Description:	Parks & Trails Projects Recreational facilities (lake development, parks, ball fields, trails)
Classification:	trails)
Physically Complete:	Yes
Payments Complete:	No

2017B Penn Street ICAAP

Description:	Penn Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2017B Dubuque Street/NL Road

Description:	Dubuque Street/NL Road Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2018A Penn Street

Description:	Penn Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2018A NL Road/Penn Street

Description:	Road improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2018A Centennial SRF

Description:	Paving, parking and trails Recreational facilities (lake development, parks, ball fields, trails)
Classification:	trails)

Physically Complete:	Yes
Payments Complete:	No

2018A Ranshaw House

Description:	Property improvements
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Spotix/VARS

Description:	Development Agreement
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Corridor Media Properties

Description:	Development Agreement
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

2019A Parks Improvements

Description:	Upgrade to City Parks Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

2019A Kansas Avenue

Description:	Construction of Kansas Avenue from rural to urban crosssection
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2019A Highway 965

Description:	Highway 965 improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2020A Ranshaw Way Phase 2

Description:	Ranshaw Way Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2020A Ranshaw Way Ph 3 & 4

Description:	Ranshaw Way Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2020A Penn/Front Corridor

Description:	Penn & Front Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For NORTH LIBERTY URBAN RENEWAL

2012B GO/TIF Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	570,000
Interest:	18,333
Total:	588,333
Annual Appropriation?:	No
Date Incurred:	10/23/2012
FY of Last Payment:	2023

A&M Development Agreement

Debt/Obligation Type:	Rebates
Principal:	4,428,670
Interest:	0
Total:	4,428,670
Annual Appropriation?:	No
Date Incurred:	02/08/2011
FY of Last Payment:	2022

Green State Credit Union

Debt/Obligation Type:	Rebates
Principal:	1,575,323
Interest:	0
Total:	1,575,323
Annual Appropriation?:	Yes
Date Incurred:	02/08/2011
FY of Last Payment:	2022

2013C GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,520,000
Interest:	87,338
Total:	1,607,338
Annual Appropriation?:	No
Date Incurred:	11/05/2013
FY of Last Payment:	2024

2013 REDLG

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	80,000
Interest:	8,000
Total:	88,000
Annual Appropriation?:	No
Date Incurred:	02/12/2013
FY of Last Payment:	2023

2014C GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,605,000
Interest:	97,900

Total:	1,702,900
Annual Appropriation?:	No
Date Incurred:	10/30/2014
FY of Last Payment:	2025

2015A GO/Urban Renewal Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,660,000
Interest:	118,600
Total:	1,778,600
Annual Appropriation?:	No
Date Incurred:	10/07/2015
FY of Last Payment:	2026

2017B GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,010,000
Interest:	491,631
Total:	5,501,631
Annual Appropriation?:	No
Date Incurred:	05/30/2017
FY of Last Payment:	2029

2017A GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	515,000
Interest:	39,300
Total:	554,300
Annual Appropriation?:	No
Date Incurred:	04/27/2017
FY of Last Payment:	2027

Spotix/VARS Development Agreement

Debt/Obligation Type:	Rebates
Principal:	306,675
Interest:	0
Total:	306,675
Annual Appropriation?:	Yes
Date Incurred:	02/28/2017
FY of Last Payment:	2025

Corridor Media

Debt/Obligation Type:	Rebates
Principal:	268,067
Interest:	0
Total:	268,067
Annual Appropriation?:	Yes
Date Incurred:	09/17/2017
FY of Last Payment:	2022

2018A GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,220,000
Interest:	612,295
Total:	3,832,295

Annual Appropriation?:	No
Date Incurred:	10/15/2018
FY of Last Payment:	2031

2019A GO/Urban Renewal Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	7,595,000
Interest:	849,300
Total:	8,444,300
Annual Appropriation?:	No
Date Incurred:	08/13/2019
FY of Last Payment:	2032

2020A GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,615,000
Interest:	647,014
Total:	5,262,014
Annual Appropriation?:	No
Date Incurred:	06/23/2020
FY of Last Payment:	2032

Non-Rebates For NORTH LIBERTY URBAN RENEWAL

TIF Expenditure Amount: 26,870
 Tied To Debt: 2015A GO/Urban Renewal Bonds
 Tied To Project: 2015A 240th St. Improvements

TIF Expenditure Amount: 5,436
 Tied To Debt: 2015A GO/Urban Renewal Bonds
 Tied To Project: 2015A Kansas/Penn Intersection

TIF Expenditure Amount: 18,807
 Tied To Debt: 2017A GO/Urban Renewal Bond
 Tied To Project: 2008 USTEP Project

TIF Expenditure Amount: 5,699
 Tied To Debt: 2017A GO/Urban Renewal Bond
 Tied To Project: 2008 CCA Gym Expand

TIF Expenditure Amount: 88,111
 Tied To Debt: 2017A GO/Urban Renewal Bond
 Tied To Project: 2009 Forevergreen Rd Project

TIF Expenditure Amount: 23,003
 Tied To Debt: 2017A GO/Urban Renewal Bond
 Tied To Project: 2009 Hwy 965 Design

TIF Expenditure Amount: 2,087
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Ranshaw House

TIF Expenditure Amount: 71,323
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 City Hall Land Aquisition

TIF Expenditure Amount: 1,740
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Park Update

TIF Expenditure Amount: 3,737
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Meade Farm Updates

TIF Expenditure Amount: 56,773
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Parkland acquisition

TIF Expenditure Amount: 42,794
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Gym Project

TIF Expenditure Amount: 1,740
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Rec Center Project

TIF Expenditure Amount: 1,322
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Cherry Street lights

TIF Expenditure Amount: 27,833

Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Hwy 965, Ph 2
TIF Expenditure Amount:	9,255
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Penn Street PProject
TIF Expenditure Amount:	16,422
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Jones Blvd, Phase 1
TIF Expenditure Amount:	228,816
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Hwy 965, Phase 1
TIF Expenditure Amount:	26,664
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A City Hall Land Acquisition
TIF Expenditure Amount:	23,331
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Dubuque Street Trail Project
TIF Expenditure Amount:	96,746
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Penn Street Turn Lanes
TIF Expenditure Amount:	150,320
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Jones Boulevard Phase 1
TIF Expenditure Amount:	76,660
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Golfview Drive Project
TIF Expenditure Amount:	21,112
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2007 Property Purchase
TIF Expenditure Amount:	143,736
Tied To Debt:	2013C GO/Urban Renewal Bond
Tied To Project:	2013 Highway 965, Phase 2A
TIF Expenditure Amount:	250,101
Tied To Debt:	2013C GO/Urban Renewal Bond
Tied To Project:	2013 Jones Blvd, Phase 2
TIF Expenditure Amount:	194,258
Tied To Debt:	2012B GO/TIF Bond
Tied To Project:	2012 Library Project
TIF Expenditure Amount:	281,330
Tied To Debt:	2014C GO/Urban Renewal Bond
Tied To Project:	2014 Highway 965, Phase 2
TIF Expenditure Amount:	56,270
Tied To Debt:	2014C GO/Urban Renewal Bond
Tied To Project:	2014 North Front Street Improvements
TIF Expenditure Amount:	40,160

Tied To Debt:	2013 REDLG
Tied To Project:	2012 Library Project
TIF Expenditure Amount:	175,689
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2015A Hwy 965, Phase 2
TIF Expenditure Amount:	65,243
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2015A Parks & Trails Projects
TIF Expenditure Amount:	335,043
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2017B Penn Street ICAAP
TIF Expenditure Amount:	486,377
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2017B Dubuque Street/NL Road
TIF Expenditure Amount:	156,959
Tied To Debt:	2018A GO/Urban Renewal Bond
Tied To Project:	2018A Penn Street
TIF Expenditure Amount:	156,959
Tied To Debt:	2018A GO/Urban Renewal Bond
Tied To Project:	2018A NL Road/Penn Street
TIF Expenditure Amount:	14,601
Tied To Debt:	2018A GO/Urban Renewal Bond
Tied To Project:	2018A Centennial SRF
TIF Expenditure Amount:	29,202
Tied To Debt:	2018A GO/Urban Renewal Bond
Tied To Project:	2018A Ranshaw House
TIF Expenditure Amount:	66,387
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Parks Improvements
TIF Expenditure Amount:	239,234
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Kansas Avenue
TIF Expenditure Amount:	263,157
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Highway 965
TIF Expenditure Amount:	11,236
Tied To Debt:	2020A GO/Urban Renewal Bond
Tied To Project:	2020A Ranshaw Way Phase 2
TIF Expenditure Amount:	41,901
Tied To Debt:	2020A GO/Urban Renewal Bond
Tied To Project:	2020A Ranshaw Way Ph 3 & 4
TIF Expenditure Amount:	29,962
Tied To Debt:	2020A GO/Urban Renewal Bond
Tied To Project:	2020A Penn/Front Corridor

Rebates For NORTH LIBERTY URBAN RENEWAL

2380 Landon Road

TIF Expenditure Amount:	292,255
Rebate Paid To:	A&M Development
Tied To Debt:	A&M Development Agreement
Tied To Project:	A&M Development
Projected Final FY of Rebate:	2022

2355 Landon Road

TIF Expenditure Amount:	662,789
Rebate Paid To:	Green State Credit Union
Tied To Debt:	Green State Credit Union
Tied To Project:	Green State Credit Union
Projected Final FY of Rebate:	2024

Corridor Media Properties

TIF Expenditure Amount:	33,476
Rebate Paid To:	Corridor Media Properties
Tied To Debt:	Corridor Media
Tied To Project:	Corridor Media Properties
Projected Final FY of Rebate:	2022

2810 Stoner Court #1

TIF Expenditure Amount:	74,160
Rebate Paid To:	VARs Group
Tied To Debt:	Spotix/VARS Development Agreement
Tied To Project:	Spotix/VARS
Projected Final FY of Rebate:	2025

Jobs For NORTH LIBERTY URBAN RENEWAL

Project:	Spotix/VARS
Company Name:	Spotix, Inc.
Date Agreement Began:	02/28/2017
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	32
Total Annual Wages of Required Jobs:	1,421,164
Total Estimated Private Capital Investment:	2,823,200
Total Estimated Cost of Public Infrastructure:	0

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

County revenues in FY 12 4,828,096. City received 4,778,458. FY overlap in payments.
City cash on hand at EOY is 1,681,769 in TIF fund. The beginning number was set to adjust for the differences and to balance to City books. Debt 2011B was

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2021

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY/IOWA CITY SCH/ NL UR TIF INCREMENT
 TIF Taxing District Inc. Number: 520100

TIF Taxing District Base Year:	1989	UR Designation	
FY TIF Revenue First Received:	1990	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/1990

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	81,822,800	70,792,593	12,756,700	0	-38,892	166,080,970	0	166,080,970
Taxable	0	45,063,264	63,713,334	11,481,030	0	-38,892	120,751,520	0	120,751,520
Homestead Credits									200

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	12,108,683	120,751,520	76,850,885	43,900,635	1,183,467

FY 2021 TIF Revenue Received: 2,110,893

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY AG/IOWA CITY SCH/ NL UR TIF INCREMENT
 TIF Taxing District Inc. Number: 520102

TIF Taxing District Base Year:	1989	UR Designation	
FY TIF Revenue First Received:	1990	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/1990

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	211,000	0	0	0	0	0	211,000	0	211,000
Taxable	171,928	0	0	0	0	0	171,928	0	171,928
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	131,011	79,989	50,932	29,057	577

FY 2021 TIF Revenue Received: 1,012

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY/CLEAR CREEK SCH/ NL UR TIF INCREMENT
 TIF Taxing District Inc. Number: 520104

TIF Taxing District Base Year:	1989	UR Designation
FY TIF Revenue First Received:	1990	Slum
Subject to a Statutory end date?	No	Blighted
		Economic Development
		No
		No
		06/1990

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	83,523,700	74,137,000	0	0	-14,816	158,360,597	0	158,360,597
Taxable	0	45,999,953	66,723,300	0	0	-14,816	113,217,670	0	113,217,670
Homestead Credits									122

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	1,169,658	113,217,670	72,056,057	41,161,613	1,166,230

FY 2021 TIF Revenue Received: 2,097,962

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY AG/CLEAR CREEK SCH/NL UR TIF INCREMENT
 TIF Taxing District Inc. Number: 520106

TIF Taxing District Base Year:	1989	UR Designation
FY TIF Revenue First Received:	1990	Slum
Subject to a Statutory end date?	No	Blighted
		Economic Development
		No
		No
		06/1990

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	307,300	0	0	0	0	0	307,300	0	307,300
Taxable	250,402	0	0	0	0	0	250,402	0	250,402
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	152,012	155,288	98,812	56,476	1,199

FY 2021 TIF Revenue Received: 2,099

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY AG/IOWA CITY SCH/NORTH LIBERTY UR 2000 AMEND TIF INCREMENT
 TIF Taxing District Inc. Number: 520192
 TIF Taxing District Base Year: 1999
 FY TIF Revenue First Received: 2000
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2021

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2000

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	4,959	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY/IOWA CITY SCH/NORTH LIBERTY UR 2000 AMEND TIF INCREM
 TIF Taxing District Inc. Number: 520205
 TIF Taxing District Base Year: 1999
 FY TIF Revenue First Received: 2000
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2021

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2000

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,741,900	17,902,300	2,229,800	0	0	24,874,000	0	24,874,000
Taxable	0	2,611,570	16,112,070	2,006,820	0	0	20,730,460	0	20,730,460
Homestead Credits									17

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	51,647	20,730,460	13,193,653	7,536,807	203,176

FY 2021 TIF Revenue Received: 357,811

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY/IOWA CITY SCH/NORTH LIBERTY UR 2002 AMEND INCR
 TIF Taxing District Inc. Number: 520221
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2002

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	9,500	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY AG/IOWA CITY SCH/NORTH LIBERTY UR 2002 AMEND INCR
 TIF Taxing District Inc. Number: 520223
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2002

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	232,100	0	0	0	0	0	232,100	0	232,100
Taxable	189,122	0	0	0	0	0	189,122	0	189,122
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	154,440	77,660	49,444	28,216	560

FY 2021 TIF Revenue Received: 1,448

TIF Taxing District Data Collection

Local Government Name:	NORTH LIBERTY (52G485)
Urban Renewal Area:	NORTH LIBERTY URBAN RENEWAL (52001)
TIF Taxing District Name:	NORTH LIBERTY CITY AG/IOWA CITY SCH/N LIBERTY UR 2003 AMD TIF INCR
TIF Taxing District Inc. Number:	520258
TIF Taxing District Base Year:	2003
FY TIF Revenue First Received:	2004
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2024

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2003

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	0	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	NORTH LIBERTY (52G485)
Urban Renewal Area:	NORTH LIBERTY URBAN RENEWAL (52001)
TIF Taxing District Name:	NORTH LIBERTY CITY/IOWA CITY SCH/N LIBERTY UR 2003 AMEND INCREMENT
TIF Taxing District Inc. Number:	520286
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	2003
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2024

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2003

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	24,634,900	1,307,900	0	0	-7,408	25,935,392	0	25,935,392
Taxable	0	13,567,486	1,177,110	0	0	-7,408	14,737,188	0	14,737,188
Homestead Credits									50

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	17,689	14,737,188	9,379,297	5,357,891	144,437

FY 2021 TIF Revenue Received: 252,847

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY AG/CLEAR CREEK SCH/NORTH LIBERTY UR TIF 2010 AMEND INCR
 TIF Taxing District Inc. Number: 520336
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2011
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2010

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	0	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIB UR TIF AM DELOPMENT INCR
 TIF Taxing District Inc. Number: 520344
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2014
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2010

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	11,815,500	0	0	0	11,815,500	0	11,815,500
Taxable	0	0	10,633,950	0	0	0	10,633,950	0	10,633,950
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	54,428	10,633,950	10,633,950	0	0

FY 2021 TIF Revenue Received: 327,440

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIB UR TIF UICCU INCREMENT
 TIF Taxing District Inc. Number: 520375
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	24,599,200	0	0	0	24,599,200	0	24,599,200
Taxable	0	0	22,139,280	0	0	0	22,139,280	0	22,139,280
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	38,665	22,139,280	22,139,280	0	0

FY 2021 TIF Revenue Received: 683,441

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIBERTY UR 2016 AMEND INCREMENT
 TIF Taxing District Inc. Number: 520395
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	744,800	0	0	0	744,800	0	744,800
Taxable	0	0	670,320	0	0	0	670,320	0	670,320
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	521,500	223,300	142,102	81,198	2,301

FY 2021 TIF Revenue Received: 4,026

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY/CLEAR CREEK SCH/NL UR TIF 2010 AMD CORR DEVEL INCR
 TIF Taxing District Inc. Number: 520411
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,190,200	0	0	0	1,190,200	0	1,190,200
Taxable	0	0	1,071,180	0	0	0	1,071,180	0	1,071,180
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	2,290	1,071,180	1,071,180	0	0

FY 2021 TIF Revenue Received: 33,056

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY/CLEAR CREEK SCH/NL UR TIF 2016 AMD SPOTIX INCR
 TIF Taxing District Inc. Number: 520413
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2035

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,823,200	0	0	0	2,823,200	0	2,823,200
Taxable	0	0	2,540,880	0	0	0	2,540,880	0	2,540,880
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	2,076	2,540,880	2,540,880	0	0

FY 2021 TIF Revenue Received: 78,492

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

TIF Taxing District Data Collection

Local Government Name: NORTH LIBERTY (52G485)
 Urban Renewal Area: NORTH LIBERTY URBAN RENEWAL (52001)
 TIF Taxing District Name: NORTH LIBERTY CITY/CLEAR CREEK SCH/NL UR TIF 2016 AMD I380 IND PK INCR
 TIF Taxing District Inc. Number: 520415
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2035

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,477,100	0	0	0	2,477,100	0	2,477,100
Taxable	0	0	2,229,390	0	0	0	2,229,390	0	2,229,390
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	4,324	2,229,390	1,418,856	810,534	22,965

FY 2021 TIF Revenue Received: 40,200



FY 2021 Annual Financial Report

STATE OF IOWA				
2021		16205200500000		
FINANCIAL REPORT		CITY OF NORTH LIBERTY		
FISCAL YEAR ENDED		PO Box 77		
JUNE 30, 2021 CITY OF NORTH LIBERTY, IOWA		NORTH LIBERTY IA 52317-0077		
DUE: December 1, 2021		POPULATION: 20479		
NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.				
ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	10575201		10,575,201	10,388,351
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	10,575,201		10,575,201	10,388,351
Delinquent Property Taxes	0		0	0
TIF Revenues	5,872,603		5,872,603	5,632,284
Other City Taxes	430,048	0	430,048	345,107
Licenses and Permits	729,582	0	729,582	705,800
Use of Money and Property	94,524	25,478	120,002	213,500
Intergovernmental	3,979,024	59,422	4,038,446	5,470,833
Charges for Fees and Service	1,927,389	9,480,784	11,408,173	11,883,249
Special Assessments	2,111	0	2,111	0
Miscellaneous	1,237,838	333,809	1,571,647	1,457,900
Other Financing Sources, Including Transfers in	18,695,835	6,647,501	25,343,336	23,484,779
Total Revenues and Other Sources	43,544,155	16,546,994	60,091,149	59,581,803
Expenditures and Other Financing Uses				
Public Safety	5,659,468		5,659,468	5,344,541
Public Works	8,013,261		8,013,261	3,337,888
Health and Social Services	140,929		140,929	141,000
Culture and Recreation	4,739,512		4,739,512	5,983,500
Community and Economic Development	1,992,489		1,992,489	2,086,979
General Government	2,024,671		2,024,671	2,069,447
Debt Service	5,969,608		5,969,608	5,951,533
Capital Projects	0		0	12,395,000
Total Governmental Activities Expenditures	28,539,938	0	28,539,938	37,309,888
Business type activities		11,217,155	11,217,155	8,548,366
Total All Expenditures	28,539,938	11,217,155	39,757,093	45,858,254
Other Financing Uses, Including Transfers Out	7,659,777	7,060,302	14,720,079	14,492,779
Total All Expenditures/and Other Financing Uses	36,199,715	18,277,457	54,477,172	60,351,033
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	7,344,440	-1,730,463	5,613,977	-769,230
Beginning Fund Balance July 1, 2020	2,969,570	9,453,489	12,423,059	12,423,059
Ending Fund Balance June 30, 2021	10,314,010	7,723,026	18,037,036	11,653,829
NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:				
Non-budgeted Internal Service Funds		Pension Trust Funds		
0		0		
Private Purpose Trust Funds		Agency Funds		
0		0		
Indebtedness at June 30, 2021	Amount	Indebtedness at June 30, 2021	Amount	
General Obligation Debt	35,850,000	Other Long-Term Debt		0
Revenue Debt	49,506,994	Short-Term Debt		0
TIF Revenue Debt	0			
		General Obligation Debt Limit		93,798,512



FY 2023 Annual Appropriations

Resolution No. 2021-110

OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT SUCCEEDING FISCAL YEAR

WHEREAS, the City of North Liberty, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of North Liberty Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount of **\$288,436** (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's agreement with **A & M Development**;

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2022.

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

Section 1. The City Council hereby obligates **\$288,436** for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2021 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

APPROVED AND ADOPTED this 23rd day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2021-111

OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT SUCCEEDING FISCAL YEAR

WHEREAS, the City of North Liberty, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of North Liberty Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount of **\$74,232** (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's agreement with **Spotix, Inc.**;

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2022.

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

Section 1. The City Council hereby obligates **\$74,232** for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2021 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

APPROVED AND ADOPTED this 23rd day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2021-112

OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT SUCCEEDING FISCAL YEAR

WHEREAS, the City of North Liberty, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of North Liberty Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount of **\$35,844** (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2022 with respect to the City's agreement with Corridor Media Properties, LLC;

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2022.

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

Section 1. The City Council hereby obligates **\$35,844** for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2022.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2021 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

APPROVED AND ADOPTED this 23rd day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



FY 2023 Urban Renewal Draw

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: North Liberty County: Johnson

Urban Renewal Area Name: North Liberty

Urban Renewal Area Number: 52001 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 4,469,563

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 23rd day of November, 2021

Signature of Authorized Official 319/626-5700
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: North Liberty County: Johnson

Urban Renewal Area Name: North Liberty

Urban Renewal Area Number: 52001 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>2014C TIF Bond</u> <u>City needs \$345,300 in princ/int/pa fees</u> <u>100% of debt paid with TIF</u>	<u>10/30/2014</u>	<u>345,300</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____	_____	_____
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. <u>2015A GO Bond</u> <u>City needs \$297,850 in princ/int/pa fees</u>	<u>10/07/2015</u>	<u>297,850</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <u>2018A TIF/GO Bond</u> <u>City needs \$ 351,970in princ/int/pa fees</u>	<u>10/15/2018</u>	<u>351,970</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. <u>REDLG Loan for the Library Project</u> <u>Year 9 of 10</u>	<u>10/22/2013</u>	<u>40,000</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 1,035,120

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: North Liberty County: Johnson

Urban Renewal Area Name: North Liberty

Urban Renewal Area Number: 52001 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
<p>6. <u>TIF Rebate Agreement A & M Property</u> <u>Refunding TIF taxes paid up to a maximum rebate of \$5,000,000.</u> <u>Total rebated to date (including this payment): \$1,868,314</u> <u>(Includes GEICO certification)</u></p>	<p><u>11/23/2021</u></p>	<p><u>288,436</u></p>
<p><input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>7. <u>Spotix Development Agreement</u> <u>Payment 5 of 7. Employment requirement starts in 2018. Min investment of</u> <u>\$1,900,000.00</u></p>	<p><u>11/23/2021</u></p>	<p><u>74,232</u></p>
<p><input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>8. <u>Corridor Media Properties Development Agreement</u> <u>Assignment from A & M Development. Year 5 of 10. Office Premium</u></p>	<p><u>11/23/2021</u></p>	<p><u>35,844</u></p>
<p><input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>9. <u>2017 A TIF Bond</u> <u>City needs \$138,150 in princ/int/pa fees</u></p>	<p><u>04/27/2017</u></p>	<p><u>138,150</u></p>
<p><input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>10. <u>2017B TIF Bond</u> <u>100% TIF Bond</u> <u>City needs \$527,781 in princ/int/pa fees</u></p>	<p><u>5/30/2017</u></p>	<p><u>527,781</u></p>
<p><input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 1,064,443

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: North Liberty County: Johnson

Urban Renewal Area Name: North Liberty

Urban Renewal Area Number: 52001 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
11. 2019A GO/TIF Bond City needs \$950,500 in princ/int/pa fees Fully certified in FY 21	8/13/2019	0
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
12. 2020A GO/TIF Bond City needs \$484,585 Fully certified in FY 22	06/23/2020	0
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
13. 2021A GO/TIF Bond City needs \$230,990 Fully certified in FY 23	07/27/2021	2,370,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
14.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
15.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 4.

Total For City TIF Form 1.1 Page 3: 2,370,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: North Liberty County: Johnson

Urban Renewal Area Name: North Liberty

Urban Renewal Area Number: 52001 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
16.		

'X' this box if a rebate agreement. List administrative details on lines above.

17.		
-----	--	--

'X' this box if a rebate agreement. List administrative details on lines above.

18.		
-----	--	--

'X' this box if a rebate agreement. List administrative details on lines above.

19.		
-----	--	--

'X' this box if a rebate agreement. List administrative details on lines above.

20.		
-----	--	--

'X' this box if a rebate agreement. List administrative details on lines above.

Total For City TIF Form 1.1 Page 4: 0

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: North Liberty County: Johnson

Urban Renewal Area Name: North Liberty

Urban Renewal Area Number: 52001 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:

Date Approved*:

21 _____

'X' this box if a rebate agreement. List administrative details on lines above.

22 _____

'X' this box if a rebate agreement. List administrative details on lines above.

23 _____

'X' this box if a rebate agreement. List administrative details on lines above.

24 _____

'X' this box if a rebate agreement. List administrative details on lines above.

25 _____

'X' this box if a rebate agreement. List administrative details on lines above.



Dubuque Street Phase 1







REDS ALEHOUSE

N DUBUQUE ST

INTERSECTION REALIGNMENT

FRONT ST

FROG HOLLOW KID CAMPUS

PENN MEADOWS PARK

NEW PLANTINGS AND BIKE RACKS AT THE GAZEBO

NEW EXPANDED PARKING LOT

NEW PARKING AND SIDEWALK AT THE BASEBALL DIAMOND

SUGAR BOTTOM BIKES

CORNER PLAZA PARKLETS

RELOCATED MEMORIAL FLAGPOLE

INTERSECTION REALIGNMENT

CHERRY STREET

HEYN'S ICE CREAM

N DUBUQUE STREET











Resolution No. 2021-113

RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE DUBUQUE STREET PHASE 1 PROJECT

WHEREAS, the City Council of the City of North Liberty, Iowa, has heretofore given preliminary approval to the plans, specifications, and estimate of cost (the "Contract Documents") for the proposed Dubuque Street Phase 1 Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project and the taking of bids therefor; and

WHEREAS, a hearing has been held on the Contract Documents on November 23, 2021;

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

Section 1. The City Council will receive bids for the Project on December 7, 2021 at 10:00 a.m. at City Hall. At such time and place the City Clerk will open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on December 14, 2021 at 6:30 p.m. in Council Chambers at 1 Quail Creek Circle, North Liberty, Iowa.

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

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

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

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

APPROVED AND ADOPTED this 23rd day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Housing Rehabilitation Grant

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT**

RECIPIENT: North Liberty
CONTRACT NUMBER: 21-HSG-014
EFFECTIVE DATE: November 5, 2021
AWARD AMOUNT: \$207,495
END DATE: October 31, 2023

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

ARTICLE 3 **TERMS OF GRANT**

- 3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.
- 3.3 **LOCAL EFFORT REQUIREMENT.** The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity".
- 3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa CDBG Management Guide and the required elements of the Authority's model of the Owner-Occupied Rehabilitation Administrative Plan (as applicable), which have been provided by the Authority to the Recipient.

ARTICLE 4 **PERFORMANCE TARGET ACHIEVEMENT**

- 4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.
- 4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5 **USE OF FUNDS**

- 5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".
- 5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.
- 5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable general administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total Housing Fund Award. Program income received by the Recipient during the Contract period is subject to the ten percent (10%) general administrative cost limitation.
- 5.5 **RECAPTURED FUNDS.** Recaptured funds are funds recouped by the recipient when a housing unit assisted by CDBG funds does not continue to be the principal residence of the assisted homebuyer (i.e., is sold or transferred) for the full affordability period. If funds recaptured are above the program income threshold of \$35,000 in a year, all proceeds shall be returned to the IEDA .

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

- 6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.
- 6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.
- 6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(I) of the Housing and Community Development Act of 1974, as amended.
- 6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.
- 6.6 **EQUAL OPPORTUNITY POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.
- 6.7 **PROCUREMENT POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.
- 6.8 **FAIR HOUSING POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.
- 6.9 **CODE OF CONDUCT.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's code of conduct, consistent with 2 CFR 200.318.
- 6.10 **SUB-RECIPIENT AGREEMENT.** Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

- 7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of

the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

**ARTICLE 8
COVENANTS OF THE RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment & Housing Performance Report (Report completed housing unit only)	As funds are needed
2. Section 3 Report (if applicable)	Submitted annually
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
4. Final request for Payment & Housing Performance Report (Report completed housing units only)	Within 30 days of End Date
5. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
6. Audit Report (if applicable)	Within 30 days of audit completion

(c) **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed

under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for the greater of **three years after the date the recipient is notified that the state CDBG contract has been closed with HUD**, or the period required by other applicable laws and regulations as described in § 570.487 and § 570.488. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) ACCESS TO RECORDS/INSPECTIONS. The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) **MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE.** The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 **NEGATIVE COVENANTS.** During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) **ASSIGNMENT.** Assign its rights and responsibilities under this Contract.

(b) **ADMINISTRATION.** Discontinue administration activities under the Contract.

ARTICLE 9 **DEFAULT AND REMEDIES**

9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

(a) **MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) **NONCOMPLIANCE.** If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) **END DATE.** If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

(a) exercise any remedy provided by law,

(b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 **INCORPORATED DOCUMENTS**

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

ARTICLE 11
MISCELLANEOUS

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: North Liberty

BY: _____
Mayor
North Liberty
3 Quail Creek Circle
North Liberty, Iowa 52317

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____
Brian Sullivan, Chief Programs Officer

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 3, 2018

1.0 AMENDMENT.

(a) **WRITING REQUIRED.** The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **UNILATERAL MODIFICATION.** Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) **AUTHORITY REVIEW.** The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) **SINGLE AUDIT.** The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) **ADDITIONAL AUDIT.** As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient

could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 **TERMINATION.**

(a) **FOR CAUSE.** The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) **FOR CONVENIENCE.** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.** At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 **PROCEDURES UPON TERMINATION.**

(a) **NOTICE.** The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) **RIGHTS IN PRODUCTS.** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) **RETURN OF FUNDS.** The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 **CONFLICT OF INTEREST.**

(a) **GENERAL.** Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) **PERSONS COVERED.** The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) **CONFLICTS OF INTEREST.** Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) **DISCRIMINATION IN EMPLOYMENT.** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) **CONSIDERATION FOR EMPLOYMENT.** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) **SOLICITATION AND ADVERTISEMENT.** The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

(d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.** The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) **CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.** The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) **PROGRAM NONDISCRIMINATION.** The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The recipient shall comply with provisions for training, employment and contracting in accordance with 24 CFR part 75 and Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(iii) The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

(v) The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

(vi) The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

(vii) The contractor agrees to post contract and job opportunities to the Opportunity Portal, and will check the Business Registry for businesses located in the project area.

(viii) The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(ix) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(x) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable

Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

(xi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(j) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) **INCLUSION IN SUBCONTRACTS.** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

Resolution No. 2021-114

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONTRACT BETWEEN THE CITY OF NORTH LIBERTY AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY

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

WHEREAS, the City of North Liberty applied for Housing Sustainability funds for five units;

WHEREAS, the City was awarded \$207,495 in CDBG grant funds for Housing Sustainability; and

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

NOW, THEREFORE, BE IT RESOLVED that that Community Development Block Grant Contract between the City of North Liberty and the Iowa Economic Development Authority is approved.

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

APPROVED AND ADOPTED this 23rd day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

**CONTRACT FOR COMMUNITY DEVELOPMENT
BLOCK GRANT SERVICES**

Contract Title: **Contract for Community Development Block Grant Services (the
“Contract”)**

Contractor:
(payments to) **East Central Iowa Council of Governments**
700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Contract Number: **21-HSG-014, the “CDBG Contract”**

Local Government: **City of North Liberty, Iowa**

Contract Amount: **Actual cost, not-to-exceed \$75.00 per hour**
Grant administrative services (IEDA contract-General): \$20,000
Technical Services: (IEDA contract, including lead-hazard activity): \$27,500

Effective Date: **November 5, 2021**

Expiration Date: **October 31, 2023**

Pursuant to the CDBG Contract, Local Government shall obtain the written consent of Iowa Economic Development Authority (“IEDA”) prior to directly or indirectly assigning its rights and responsibilities under the CDBG Contract. By executing this Contract, Local Government represents that it is in compliance with CDBG Contract obligations. The Contractor agrees to perform all services set forth in the attached Special Conditions, for the consideration stated herein. The rights and obligations of the parties to this Contract (collectively, the “Parties”; individually, a “Party”) shall be subject to and governed by the Special Conditions and the General Conditions. Any work performed by the Contractor beyond this Contract's scope will conform to fees shown in Appendix “A”. The Parties agree that the Contractor’s performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG Contract funding.

To the extent of any inconsistency between the Special Conditions or the General Conditions, and any specifications or other conditions which are made a part of this Contract, by reference or otherwise, the Special Conditions and the General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control.

IN WITNESS THEREOF, the Parties hereto have executed this Contract on the day and year last specified below.

Local Government:

Contractor:

Terry Donahue, Mayor
City of North Liberty

Karen Kurt, Executive Director
East Central Iowa Council of Governments

Date

Date

SPECIAL CONDITIONS

Article 1.1.0 Identification of Parties

This Contract is entered into by and between the East Central Iowa Council of Governments (hereafter referred to as “Contractor”) and **North Liberty**, Iowa (hereafter referred to as the “Local Government”).

Article 1.2.0 Statement of Purpose

WHEREAS, the Local Government has been awarded the CDBG Contract, to assist with implementation of a **Housing** project (the “Project”), under the Housing and Community Development Act 1974, as amended, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a planning and administrative program for the CDBG Contract,

THEREFORE, the Parties hereto do agree as follows:

Article 1.3.0 Area Covered

The Contractor shall perform all the work and services required under this Contract in connection with and respecting the jurisdiction and authority of the Local Government.

Article 1.4.0 Statement of Work and Services

The Parties agree that the Contractor’s performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG Contract funding. The Contractor shall perform in a satisfactory and proper manner, as determined by the following work and services, as appropriate:

- 1.4.1 Provision of technical assistance in the financial management and auditing standards of the Project.
- 1.4.2 Administration, oversight and coordination of Project documentation, records and reports in accordance with CDBG record keeping.
- 1.4.3 Provide technical assistance with regard to labor and equal opportunity standards.
- 1.4.4 Provisions of technical assistance and advice as necessary to complete the environmental review requirements of NEPA regulations.
- 1.4.5 Conduct pre-construction conferences and provide technical assistance in regard to affirmative housing and equal opportunity standards.
- 1.4.6 Conduct periodic inspections during the construction phase, including required inspections for progress payments.
- 1.4.7 Development of necessary planning documents to comply with state and federal regulations.

Article 1.5.0 Reports and Products

The Contractor shall prepare and submit the following reports and products to the Local Government, with copies as required:

- 1.5.1 Environmental Review Record.
- 1.5.2 Records as necessary for project completion.
- 1.5.3 Code of Conduct, Procurement Policy and other reports and policies.
- 1.5.4 Status of and Request for Payment forms,

Article 1.6.0 Designation of Officials

- 1.6.1 Contractor: The Executive Director of the Contractor is the Contractor authorized to negotiate and execute any changes in the terms, conditions or amounts specified in this Contract.
- 1.6.2 Local Government: The Chief Elected Official of the Local Government is the official authorized to execute any changes in the terms, conditions or amounts specified in this Contract and is designated to negotiate on behalf of the Local Government any changes to this Contract.

Article 1.7.0 Time of Performance

The services of the Contractor are to commence on the “Effective Date” shown on Page 1 of this document, and shall be undertaken in such sequence as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the “Expiration Date” shown on Page 1 of this document. Allowable costs incurred against the Project prior to formal grant award by the IEDA shall be allowed only in the event the grant is awarded.

Article 1.8.0 Additional Special Conditions

- 1.8.1 Local Government Obligations: The Local Government shall provide in support of this Contract the amount shown on Page 1 of this document. This amount shall be provided in the form of cash.
- 1.8.2 Audit Requirements: The Local Government shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996 and OMB Circular A-133, as applicable, IEDA's administrative rules for the CDBG program (261 Iowa Administrative Code Chapter 23), and the Iowa CDBG Management Guide. The records and books of the Contractor shall be made available to the Local Government for this purpose.
- 1.8.3 General Obligations: The Contractor shall carry out the program objectives listed in the Statement of Work and Services in a lawful, satisfactory and proper manner and in accordance with such circulars, policies, procedures and requirements as may from time to time be prescribed by the State of Iowa and the Local Government.

Article 1.9.0 Conditions of Payment

- 1.9.1 Maximum Payments: It is expressly understood and agreed that the maximum

amounts to be paid to the Contractor by the Local Government for any item of work or service shall be the amount not exceeding the Contract Amount shown Page 1 of this Contract unless modified by written amendment of this Contract as provided in Section 2.1.0.

- 1.9.2 Requisition for Payment: All payments to the Contractor shall be subject to the receipt by the Local Government of requisition for payment. Payments shall be made monthly. A complete accounting of all Contract costs shall occur no later than one (1) calendar month after the expiration of this Contract.
- 1.9.3 Receipt of Federal/State Funds: All payments hereunder shall be subject to the receipt of Federal/State grant funds by the Local Government. The termination, reduction or delay of Federal/State grant funds to the Local Government shall, at the option of the Local Government, be reflected in a corresponding modification to the conditions of this Contract.
- 1.9.4 Chargeable Expenses: Chargeable expenses for project time incurred by salaried personnel of Contractor will not exceed **\$75.00** per hour. Chargeable expenses will also include reimbursement at cost for any professional services that may be necessary to be incurred for project implementation and/or administration by an agent of the Contractor.

Article 1.10.0 Project Budget

The General Administration budget for the administration of the CDBG Contract shall be the same as the amount shown on Page 1 of this document.

GENERAL CONDITIONS - HUD CDBG PROGRAM

Article 2.1.0 Amendment of this Document

The Local Government or the Contractor may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this Contract. Any changes to the Special and/or General Conditions of this Contract, made by mutual agreement and in writing, shall be incorporated into this Contract. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Article 2.2.0 Release of Data and Findings

Any and all reports, information, data findings, etc., given to, prepared, or assembled by the Contractor under this contract shall not be made available to any individual or organization by the Contractor prior to the completion of this Contract in its entirety, without advance written approval of such prior release by the Local Government. Unless otherwise stated in the Special Conditions of this Contract, the Contractor may release reports, information, etc., upon completion of the contract without written approval by the Local Government. This Section applies to such release mechanisms as scholarly journals, professional conferences and seminars, and news media as well as the interim products of this Contract.

Article 2.3.0 Access and Maintenance of Records

- 2.3.1 The Contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

- 2.3.2 At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the IEDA, the State Auditor, the General Accounting Office and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this Contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment and all other matters covered by this Contract.

Article 2.4.0 Allowable Costs

- 2.4.1 Allowable costs are specified under the approved budget presented in the Special Conditions of this Contract. Allowable costs are subject to audit under the principles defined in Attachment "A" of OMB Circular A-87 where all or any part of Contract funds are obtained from the federal government.
- 2.4.2 Indirect cost rates shall be determined according to the principles defined in the Attachment "A" OMB Circular A-87.
- 2.4.3 Expenditures which exceed budget line-item amounts will not be disallowed for payment solely because of minor deviations from the budgeted amount provided that the deviation does not exceed ten percent (10%) of the budgeted line-item amount. However, a deviation of any amount which results in total costs exceeding the total Contract amount shall be disallowed unless otherwise provided for through amendment of this Contract. Expenditures generating deviations shall be compatible with the Contract statement of work and services and of such nature as to quality as an allowable cost.

Article 2.5.0 Suspension and Termination of Contract

- 2.5.1 Suspension: If the Contractor fails to comply with the Special Conditions and/or the general terms and conditions of this Contract, the Local Government may, after written notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contract funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions 2.5.2 or 2.5.3 hereof. The Local Government may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the IEDA regulations.
- 2.5.2 Notice of Default and Termination of Contract. Each Party shall issue a written notice of breach or default of this Contract to the alleged breaching Party, setting forth the specific details of the alleged breach or default and providing therein a fifteen (15) day period in which alleged breaching Party shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the breach or default remains, the Party issuing the breach notice shall have the right, in addition to any other rights and remedies available to it, to terminate this Contract.
- 2.5.3 Termination for Convenience: The Local Government or Contractor may terminate the Contract in whole, or in part, when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the future expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contractor shall not incur new

obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Local Government shall allow full credit to the Contractor for the Local Government share of the non-cancelable obligations, properly incurred by the Contractor prior to termination.

- 2.5.4 Rights in Incomplete Products: In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other material prepared by the Contractor under this Contract shall, at the option of the Local Government, become the Local Government's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Article 2.6.0 Equal Employment Opportunity

- 2.6.1 The Contractor shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as Amended (42 U.S.C. 5309) which states that the Contractor agrees that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation under any program or activity funded in whole or in part under Title I of this Act. (Further requirements are specified in 24 CFR 570.601).

In addition, the Contractor will comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) which states that the Contractor agrees that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, or as required in Section 504 of the Rehabilitation Act of 1973, as amended, be discriminated against on the basis of disability; and notice of these provisions shall be posted in conspicuous places setting forth provisions of this nondiscrimination clause.

- 2.6.2 The Contractor provides that no person shall be discriminated against in housing and related facilities provided with federal assistance, or discriminated against in lending practices on the basis of race, color, religion, sex, national origin, age, or disability as stated in Executive Order 11063.

2.6.3 Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
Mirrors the Federal Civil Rights Act.

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42-U.S.C 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L 93-112, 29 U.S.C. 794)
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with the existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- Federal Executive Order 11246, as amended by Executive Order 11357.
Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.

2.6.4 “During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Article 2.7.0 Interest of Local Government, Contractor, Officials, & Others

- 2.7.1 Local Government: No officer, member, or employees of the Local Government and no members of its governing body, and no other public official of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affect his personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect in this Contract, or the proceeds thereof.
- 2.7.2 Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 2.7.3 Officials: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.
- 2.7.4 Political Activity: No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

Article 2.8.0 Assignment of Interest

Neither this Contract or any interest therein nor claim shall be assigned or transferred by any Party to any third parties.

Article 2.9.0 Personnel

- 2.9.1 Selection: The Contractor represents that he/she has, or will secure, all personnel required in performing the work and services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Government.
- 2.9.2 Qualification: All of the work and services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- 2.9.3 Change of Key Personnel: If for any reason substitution for a specified individual becomes necessary, the Contractor shall provide immediate written notification of such to the Local Government. Any replacement shall be subject to the approval of the Local Government.

Article 2.10.0 Subcontractors

The Contractor reserves the right to subcontract for the completion of the work or services specified under Articles 1.4.0-1.5.0 upon notification of, and approval by, the Local Government.

Article 2.11.0 Contract Coverage

This Contract contains the entire agreement between the Parties and any statements, inducements or promises not contained herein shall not be binding upon said Parties. This Contract shall inure to the benefit of, and be binding upon the successors in office of the respective Parties.

If any part of this Contract or any part of any provision hereof shall be adjudicated to be invalid or unenforceable, then the remaining parts of any provision not specifically so adjudicated to be invalid or unenforceable shall be executed without reference to the part so adjudicated.

Article 2.12.0 Liability

Contractor agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Local Government arising from the failure of the Contractor to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Contractor. Furthermore, the Contractor shall indemnify and save harmless the Local Government from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Contractor or any person working under it, carrying out the terms of this Contract.

The Local Government agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Contractor arising from the failure of the Local Government to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Local Government. Furthermore, the Local Government shall indemnify and save harmless the Contractor from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Local Government or any person working under it, carrying out the terms of this Contract.

Article 2.13.0 Certification Regarding Government-Wide Restriction on Lobbying

The Local Government certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement,

the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Article 2.14.0 Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

APPENDIX A

Statement of Work and Services for Lead Reduction Administrative Services

The Contractor shall perform in a satisfactory and proper manner, as determined by the Scope of Services the following work and services:

- 1.1.1 Conduct an initial inspection/ risk assessment of dwellings (all structures and property) selected for assistance under this project with the express purpose of evaluating the necessary measures that must be undertaken to said dwelling to allow it to conform to the project standards for lead hazard reduction.
- 1.1.2 Develop a work write-up based on the initial inspection that reflects the measures necessary to bring each dwelling up to project standards. The work write-up will be able to be used as a bid document.
- 1.1.3 Develop a cost estimate based on the required measures for each dwelling.
- 1.1.4 Conduct external inspection and clearance testing of structures and property to determine that lead hazard reduction measures have been successfully completed.
- 1.1.5 Conduct interior clearance (dust) testing to ensure that lead hazard reduction measures have been performed satisfactorily.
- 1.1.6 As needed when clearance testing fails, conduct re-testing and inspection for clearance of lead hazard reduction.
- 1.1.7 Conduct periodic inspections during the construction phase to ensure that contractor(s) are implementing Lead Safe Work Practices.
- 1.1.8 Administration, oversight, and coordination of project documentation for lead hazard reduction.
- 1.1.9 Delivery of homeowner services and benefit administration in the relocation and education components of the project pertaining to lead hazard reduction.

APPENDIX B

FEES FOR SERVICES RENDERED BEYOND THE SCOPE OF THIS CONTRACT

Should services beyond the scope of this Contract be provided to the Local Government by the Contractor, such fees shall be set on a not to exceed basis, under separate contract, and be billable at a rate of **\$75.00** per hour.

APPENDIX C

Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Resolution No. 2021-115

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES CONTRACT BETWEEN THE CITY OF NORTH LIBERTY AND THE EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS

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

WHEREAS, the City of North Liberty applied for Housing Sustainability funds for five units and was awarded \$207,495 in grant funds;

WHEREAS, the City wishes to contract with ECICOG for administrative services to aid in administering the grant; and

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

NOW, THEREFORE, BE IT RESOLVED that that Community Development Block Grant Services Contract between the City of North Liberty and the East Central Iowa Council of Governments is approved.

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

APPROVED AND ADOPTED this 23rd day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Assessment Resolution

Resolution No. 2021-116

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

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

<u>Name</u>	<u>Properties</u>	<u>Parcel</u>	<u>Amount</u>	<u>Description</u>
Wyatt Frauenholtz	445 Sugar Creek Ln	0613281016	\$80.30	Weeds & Grass
Wyatt Frauenholtz	445 Sugar Creek Ln	0613281016	\$232.50	Tree/Shrub Pruning
Carl Anderson	1855 Alderwood Rd	0706277010	\$60.50	Weeds & Grass

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

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

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

APPROVED AND ADOPTED this 23rd day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



GO Loan Agreement

MINUTES TO SET DATE FOR HEARING
ON PROPOSAL TO ENTER INTO A
LOAN AGREEMENT

421033-83

North Liberty, Iowa

November 23, 2021

The City Council of the City of North Liberty, Iowa, met on November 23, 2021, at
_____ o'clock __.m., at the _____, North Liberty, Iowa.

The Mayor presided and the roll was called showing the following members of the
City Council present and absent:

Present:

Absent: _____.

Council Member _____ introduced the resolution hereinafter
next set out and moved its adoption, seconded by Council Member
_____; and after due consideration thereof by the City Council, the
Mayor put the question upon the adoption of the said resolution and the roll being called,
the following named Council Members voted:

Ayes:

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

••••

At the conclusion of the meeting and upon motion and vote, the City Council
adjourned.

Mayor

Attest:

City Clerk

Resolution No. 2021-117

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A GENERAL OBLIGATION SWIMMING POOL LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$95,000

WHEREAS, the City of North Liberty (the "City"), in Johnson County, State of Iowa, proposes to enter into a loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$95,000 for the purpose of paying the costs, to that extent, of undertaking the Aquatic Center Boiler Project (the "Project"); and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal pursuant to the provisions of Section 384.26 of the Code of Iowa;

NOW, THEREFORE, Be It Resolved by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. This City Council shall meet on December 14, 2021, at the Council Chambers, North Liberty, Iowa, at 6:30 p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$95,000

(GENERAL OBLIGATION)

The City Council of the City of North Liberty, Iowa (the "City"), will meet on December 14, 2021, at the Council Chambers North Liberty, Iowa, at 6:30 p.m. for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$95,000 for the purpose of paying the costs, to that extent, of undertaking the Aquatic Center Boiler Project.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 7% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of North Liberty, Iowa.

Tracey Mulcahey
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$310,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for such Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 23rd day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

ATTESTATION CERTIFICATE

STATE OF IOWA
JOHNSON COUNTY
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2021.

TRACEY MULCAHEY, CITY CLERK

ORGANIZATION CERTIFICATE

STATE OF IOWA
JOHNSON COUNTY
CITY OF NORTH LIBERTY

SS:

I, the undersigned City Clerk, do hereby certify that the City of North Liberty is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Terry Donahue, Mayor

Ryan Heiar, City Administrator

Tracey Mulcahey, Assistant City Administrator/City Clerk

Debra Hilton, City Treasurer

Chris Hoffman, Council Member/Mayor Pro Tem

RaQuishia Harrington, Council Member

Annie Pollock, Council Member

Brent Smith, Council Member

Brian Wayson, Council Member

WITNESS MY HAND this 23rd day of November, 2021.

City Clerk



Commercial Drive Extension

RESOLUTION NO. 2021-118

**APPROVAL TO PROCEED WITH A PUBLIC
IMPROVEMENT, THE COMMERCIAL DRIVE EXTENSION
PROJECT**

WHEREAS, a discussion was held on the proposed Commercial Drive Extension Project (the "Public Improvement") during the regular City Council Meeting on the 23rd day of November, 2021; and

WHEREAS, persons interested in the project presented their views regarding the proposed Public Improvement, and regarding the proposed acquisition of property for the Public Improvement; and

WHEREAS, the City Council of the City of North Liberty, Iowa has determined that the proposed Public Improvement, which extends Commercial Drive south to Zeller Street, and extends pedestrian sidewalks adjacent thereto, and thereby improves the flow of traffic and increases convenience for and reduces the risk of harm to motorists, pedestrians, and other travelers, serves a public purpose,

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

That the Commercial Drive Extension Project has a valid public purpose which will benefit the community; that the preliminary design and site location of the Commercial Drive Extension Project is approved and adopted; that there is a reasonable expectation that the acquisition of the real property identified in Exhibit A will enable the City to achieve its public purpose for the Commercial Drive Extension Project, that the Project will comply with all applicable standards, and the City will be able to obtain all permits necessary for the Project; that funding shall be provided for the acquisition of said real property; that the acquisition of all or a portion of the properties needed for the project, by condemnation if necessary, and all appurtenant expenses associated with such condemnation are hereby approved and authorized, and that the City Attorney is empowered to begin negotiations for the acquisition of same in accordance with Chapter 6B of the Code of Iowa.

APPROVED AND ADOPTED this 23rd day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



North Liberty

NORTH



0 20 40 80

SCALE IN FEET

COMMERCIAL DRIVE

60'

PROPOSED RIGHT-OF-WAY

29-FT B-B PUBLIC ROADWAY

5-FT WIDE WALK

480

470

460

450

440

430

RANSHAW WAY

ZELLER STREET

HERITAGE DRIVE

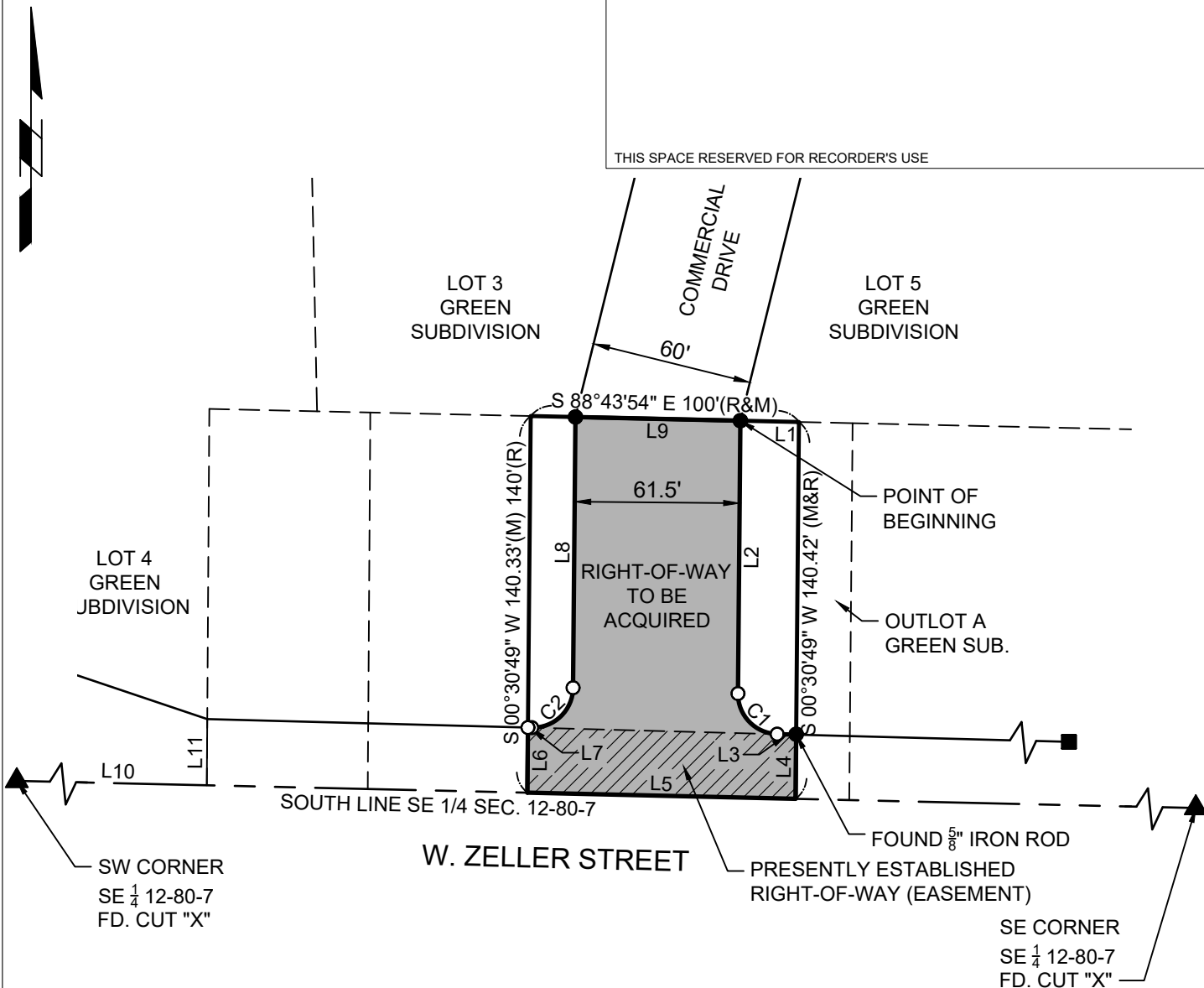
COMMERCIAL DRIVE CONNECTION - EXHIBIT A

INDEX LEGEND

LOCATION : A PART OF THE SW 1/4 SE 1/4 SEC. 12-80-7, NORTH LIBERTY, JOHNSON COUNTY, IOWA
 REQUESTOR : THE CITY OF NORTH LIBERTY
 PROPRIETOR : WILLIAM SIMMONS
 SURVEYOR : JONATHON BAILEY, P.L.S.
 SURVEY : SHIVE-HATTERY, INC.
 COMPANY : 2839 NORTHGATE DR. IOWA CITY, IA 52245
 RETURN TO : THE CITY OF NORTH LIBERTY

Exhibit A

THIS SPACE RESERVED FOR RECORDER'S USE



LEGEND

- FOUND IRON ROD W/ RED CAP #10896 UNLESS NOTED
- FOUND CONCRETE MONUMENT
- ▲ SECTION CORNER AS NOTED
- SET 5/8" IRON ROD W/ YELLOW CAP #12531
- (R) RECORDED DISTANCE
- (M) MEASURED DISTANCE

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD BRG	CHORD
C1	89°00'04"	23.30'	15.00'	S 43°59'13" E	21.03'
C2	90°59'56"	23.82'	15.00'	N 46°00'47" E	21.40'

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N 88°43'54" W	21.83'
L2	S 00°30'49" W	101.67'
L3	S 88°29'15" E	7.10'
L4	S 00°30'49" W	23.92'
L5	N 88°40'55" W	100.00'
L6	N 00°30'49" E	24.26'

LINE TABLE

LINE	DIRECTION	LENGTH
L7	S 88°29'15" E	1.42'
L8	N 00°30'49" E	100.88'
L9	S 88°43'54" E	61.49'
L10	S 88°40'55" E	176.95'
L11	N 00°23'07" E	24.61'



SCALE IN FEET

SHIVEHATTERY
 ARCHITECTURE + ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana | Nebraska

RIGHT-OF-WAY ACQUISITION PLAT
 A PART OF THE SW 1/4 SE 1/4 12-80-7
 460 W. ZELLER STREET
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	8/31/21	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.
121104-0

SHEET NO.

1 of 2

RIGHT-OF-WAY ACQUISITION PLAT

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST NORTH LIBERTY, JOHNSON COUNTY, IOWA

DESCRIPTION

That part of the Southwest Quarter of the Southeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of Outlot A of Green Subdivision (Final Plat recorded in Plat Book 38, Page 161 at the Johnson County Recorder's Office);

thence North 88°43'54" West 21.83 feet along the south line of Lot 5 of said Green Subdivision (assumed bearing for this description only) to a point of intersection with the easterly right-of-way line of Commercial Drive, said point being the of beginning;

thence South 0°30'49" West 101.67 feet to a point of curvature;

thence southeasterly 23.30 feet along the arc of a 15.00 foot radius curve concave northeasterly (chord bearing South 42°59'13" East 21.03 feet) to a point of tangency;

thence South 88°29'15" East 7.10 feet to a point of intersection with the west line of said Outlot A;

thence South 0°30'49" West 23.92 feet said west line to a point of intersection with the south line of said Southeast Quarter, said point also being the southwest corner of said Outlot A;

thence North 88°40'55" West 100.00 feet along said south line;

thence North 0°30'49" East 24.26 feet;

thence South 88°29'15" East 1.42 feet to a point of curvature;

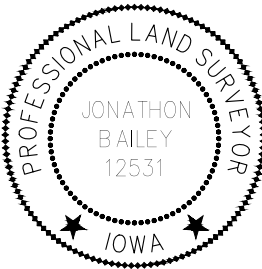
thence northeasterly 23.82 feet along the arc of a 15.00 foot radius curve concave northwesterly (chord bearing North 46°00'47" East 21.40 feet) to a point of tangency;

thence North 0°30'49" West 100.88 feet to the southwest corner of Lot 3 of said Green Subdivision and a corner of said Commercial Drive right-of-way;

thence South 88°43'54" East 61.49 feet along a southerly line of said Commercial Drive right-of-way to the point of beginning.

Area: Total area 9654 square feet more or less with a net area of 7250 square feet which excludes the presently established right-of-way of 2404 square feet more or less.

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

	<p>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>SIGNATURE: _____</p> <p>NAME: JONATHON BAILEY</p> <p>DATE: _____ LICENSE NUMBER: 12531</p> <p>MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022</p> <p>PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____</p> <p style="text-align: center;">1 of 2, 2 of 2</p>
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Cedar Springs Parking



September 20, 2021

Dear Cedar Springs Resident(s),

The City of North Liberty received a request from the Cedar Springs Homeowner's Association to remove on street parking on the following streets in Cedar Springs: Hedgewood Circle, Tupelo Drive, Linden Lane, Alderwood Road, Scarlet Oak Circle, Redbud Circle, Cypress Ridge and Silver Maple Trail (east of Cypress Ridge).

The City is aware that Cedar Springs Parts 7-9 contains a restrictive covenant that prohibits on street parking on the following streets: Tupelo Drive, Linden Lane, Alderwood Road, Scarlet Oak Circle, Redbud Circle and Silver Maple Trail (east of Cypress Ridge). However, the City does not enforce private covenants. Notably, from a City regulatory standpoint, it is not common for on street parking to be prohibited entirely. Exceptions include parking within a cul-de-sac, in front of a driveway, within 10 feet of an intersection and within 5 feet of hydrant.

In order for the on-street parking to be prohibited, it would need to be approved by City Council in the form of a resolution. If approved and signage installed, the Police Department would be able to enforce no parking within the prohibited areas.

City staff has indicated to the homeowner's association that it would like to solicit feedback on prohibiting on street parking on one side (typically north and/or west side) of the following streets: Hedgewood Circle, Tupelo Drive, Linden Lane, Alderwood Road, Scarlet Oak Circle, Redbud Circle, Cypress Ridge and Silver Maple Trail (east of Cypress Ridge).

City staff has asked the Cedar Springs Homeowner's Association to forward this letter to affected residents. Your input will allow City staff to better understand if the request should be forwarded to City Council for formal consideration. Any written material you submit would be made a part of the public record and would be included with other materials for City Council consideration. Please include your contact information in case we need clarification of your comments.

Sincerely,

Ryan Rusnak, AICP, Planning Director
City of North Liberty
3 Quail Creek Circle
North Liberty, Iowa 52317
rrusnak@northlibertyiowa.org
319-626-5747

Dear Members of the Board of Directors of the Cedar Springs Homeowners Association,

I am writing today in response to your letter of October 10, 2021, concerning the prohibition of parking on Tupelo Drive, Linden Lane, Alderwood Road, Scarlet Oak Circle, Redbud Circle, Cypress Ridge and part of Silver Maple Trail. As a resident and as an attorney, I have three major concerns regarding the parking prohibition and potential enforcement by the city thereof:

One aspect that the Homeowners Association may want to consider is the potential legal liability stemming from requiring visitors and others to park on Silver Maple Trail. That particular road is obviously much more traveled than the attached roads wherein parking is prohibited. Any time more vehicles are parked on a busy road, the potential for accidents increases.

Also, if visitors and other are required to park some distance away from a home at the end of one of the parking prohibited roads, premises liability will become an issue if a visitor were to slip and fall on private property after being forced to walk the distance by an HOA covenants. This would obviously be of particular concern in the winter months. I am sure my fellow homeowners are not looking to expose ourselves to civil lawsuits in order to have fewer vehicles parked on our roads.

Finally, as a member of the law enforcement community and wife of a retired police officer, I am troubled by using police resources to, in effect, enforce an HOA covenant. I can tell you that our law enforcement officials are already overly taxed with their daily workloads. Someone calling into Johnson County Dispatch with a non-emergency these days faces hours of waiting for police response, as there are not enough officers on duty to answer such calls. Requiring the police to spend their limited time enforcing an HOA parking ordinance seems an unnecessary burden on the system. I would much rather the police focus on actual crime in our community.

I hope you will consider these matters. Thank you for your time.

Sincerely,
Rena Schulte
1695 Linden Lane

Good morning Ryan,

We received your letter in the mail regarding parking in Cedar Springs and we wanted to write you to say we are in **support of parking on one side of the streets** you indicated. Thank you for your attention to this matter.

Beth Jagers

Elizabeth A. Jagers

Mr. Rusnak,

I live on Alderwood Rd in the Cedar Springs Subdivision.

I would strongly oppose completely restricting all parking on Alderwood Rd as it would cause a hardship for any guests or visitors especially around holidays or special events.

I would have **no issue with restricting parking to one side of the street** and believe that would be reasonable if deemed necessary.

Thank you,
Sam Frances
1840 Alderwood Rd

I live at 1670 Linden LN. I would be in favor of **allowing on street parking in all of Cedar Springs only on One side of the street**. I do not want on street parking prohibited on both sides of the street for Linden Lane. I drive on all of Silver Maple frequently, and find cars parked on both sides of the street frequently. It is not conducive to a safe and easy flow of traffic. I don't think there would be a problem with limiting parking to one side of the street. It would make it much easier for traffic and safer for kids playing outside.

Thank you,
Michelle Kraft

We would **support a formal prohibition - with city police enforcement - of parking on both sides of the street for parts 7-9**, consistent with the HOA's existing restrictive covenants for those parts.

Further, we would ask the HOA consider:

1. Prohibiting overnight parking on both sides of Silver Maple Drive and requesting the city enforce that change as well. This, so residents do not enter into ownership of property or vehicles with the intention of consistently storing/parking their vehicle(s) within the street.
2. Amending the restrictive covenances of the HOA to prohibit overnight parking/storage of commercial vehicles ***in their driveways***.

Thank you for considering and for your service to the Cedar Springs HOA.

Kent and Holly Becker
1865 Alderwood Rd

The Cedar Springs HOA board of directors has asked for input regarding proposed parking restrictions on Tupelo Drive, Linden Lane, Alderwood Road, Scarlet Oak Circle, Redbud Circle, Cypress Ridge and Silver Maple Trail east of Cypress Ridge, as well as Hedgewood Circle.

While the HOA's restrictive covenants for Parts 7, 8 and 9 preclude parking on these cul de sacs, the HOA has never enforced this rule, most likely because it hasn't been cited as a problem. I'm not sure it's true that the HOA sent an actual request to the City of North Liberty to remove on-street parking on these streets, but last year we did receive complaints about cars parked on streets when there was snow, and I do understand the City's concern about access for fire trucks, ambulances and snow plows.

Now that the City's Parking Committee has determined it is unsafe to park cars on both sides of these streets, I want to share my strong preference for allowing parking on at least one side in each case.

The home that my wife and I have owned since 2011 was the first one to be built on Redbud Circle. We personally have never experienced or observed any difficulties due to on-street parking. All of us know our neighbors and would have no hesitancy about bringing up any concerns to each other.

During daytime hours, there are numerous reasons why vehicles might need to be parked on the street. There are frequently people performing different types of outdoor or indoor work at our homes. Guests who visit usually don't want to park on their hosts' driveways. Also, we often host gatherings of our extended family, and even when some family members park on our driveway, there isn't enough room for everyone's cars. I would definitely not want to tell them they have to park more than a block away on Silver Maple and walk to our house.

Though I know at least one other Cedar Springs resident has expressed concern about on-street parking posing a potential risk for children, I've noticed parents who will park their cars on the street during the day in order to keep their driveway clear as a place for their kids to play.

Your Sept. 20 letter didn't specify whether the City is focused on a 24-hour parking restriction or simply overnight parking, but I suspect it would be the former.

It's important to recognize that **restricting parking on just one side of these named streets** will satisfactorily address the Parking Committee's concern. Even if the homeowners on the side where parking is allowed might be displeased, it will still be far better than a ban on both sides.

That said, I can see a reason for the city to put a snow-related ban in effect when snow is occurring until streets have been plowed.

Thanks for the opportunity to provide this feedback.

Dale Larson
1665 Redbud Circle

I am writing in response to your recent letter to Cedar Springs residents in regards to street parking. I believe that all of the streets listed in your letter are too narrow for parking and should **continue to prohibit parking on those streets**. Weekly trash pick-up and winter snow removal is also adversely impacted by street parking. But more importantly, most every street in Cedar Springs has homes with young children who have not yet learned to look both ways prior to running across the street. Parked cars along the side of a street can hide a child about to run to the other side to play with a friend or pet a puppy. I love the fact that I can see the entire length of my street and the adjacent yards as I drive to and from my residence. I don't personally have children but safety of the children needs to also be at the top of the list as these street parking decisions are made.

There are two things I like most about Cedar Springs and that is the people and the appearance of our community enhanced by lack of street signage. I personally hope that street signs are not plastered all over our community because of a few people who may not be following the covenants of the HOA. Is there any chance that we can do something else rather than street signs? Does every street have to have the same rules or can we try self-governing for a year and see if that works? For example, other than special occasions and family gatherings like holidays, the residents of Tupelo Drive don't typically park on the street. We use our garages and/or our driveways for vehicle parking. We all know each other and I think that any one of us would remind a neighbor that street parking is prohibited. Again, I hate the thought of being street sign penalized because of a few residents who cannot seem to follow simple covenants.

You asked for feedback and input so that is mine. I would be happy to discuss if you so wish.

Paula Fiala

Hello,

I am emailing the association to offer my stance on the on street parking letter dated 10/10. I would be in favor of **NO on street parking on either side of the street**. I am also concerned about the overall safety of the neighborhood and ensuring emergency vehicles can get to where they need to go.

Thank you for the information,
Carin Vahle & Scott Daly

I received the HOA letter regarding street parking. I'm in favor of a **complete ban**.

Thank you
Ron LeClere

My wife Judy and I have lived at 1865 Cypress Ridge since 2010. There are three neighbors with teenage children with cars on our street. They all park on one side of the street. I haven't seen any issue with vehicle access on our street. I would be supportive of **parking on one side of the street** in our neighborhood.

Ken Bonnet

Charles Simpson
1885 Tupelo Drive
North Liberty, IA 52317
(319) 471-1137
10/18/2021

Ryan Rusnak
Planning Director
City of North Liberty, Iowa
3 Quail Creek Circle
North Liberty, IA 52317

Dear Ryan Rusnak:

This letter is in response to your letter dated 9/20/2021 regarding on street parking on Tupelo Drive. We have several comments and would appreciate it if you would take it all into consideration.

First, we are residents of North Liberty and members of the Cedar Springs HOA. This is an important distinction. The City owns and maintains Tupelo Drive. The HOA has no jurisdiction to the street (maintenance, enforcement of HOA rules or otherwise). Most HOA members disregard any messaging or rules implied by the HOA regarding the street because we know that they have no right to set or enforce those rules. Furthermore, we take offense that your office would have the HOA forward messages and request to us, residents of the City, instead of sending these notifications to us directly. The HOA is an unnecessary median when they have no legal grounding as their rules do not apply in this circumstance. While we applaud the HOA in coming up with safety rules, they are unwarranted since they cannot be lawfully applied and enforced by the HOA. We would appreciate being treated as any other resident of the City would be and addressed directly in the future. The HOA simply needs to be educated to remove references to any rules that they may imply regarding City owned streets from their documentation. Furthermore, having the HOA forward messages from the City to us means that the HOA members paid the bill for both postage and materials instead of the City.

Secondly, we agree that there is a safety issue with Tupelo Drive. In fact, more than one issue. The first issue, and the one on that your letter solicited feedback is that the street is narrow and there is no way for a vehicle to pass through the street when there are vehicles parked on both sides of the street directly across from each other. We agree with the City that at a minimum that there should be parking only on one side of the street. However, we would recommend that we first try to eliminate parking on both sides since there are service vehicles parked on the street at some point every day of the week, even Sundays. While these service vehicles, for the most part, are only parked in a location for 15 minutes or less, they sometime are there much longer, even days, depending on what work may be occurring at an individual residence. We don't feel as though these service vehicles are going to abide by a no parking sign and will park wherever they want, even on the no parking side of the street (if/when imposed). This will continue to create the same safety issue that we see today and not fix the issue. However, if we were to have the City restrict the street to no parking, then this would improve the flow of the street even when one or more service vehicles are parked, regardless of the side of the street.

And as you may know, we've contacted the City over a dozen time regarding street traffic that utilizes our private driveway to turn around when they reach the end of Tupelo Drive. We have been told that this will/has come up in an October meeting to be discussed (of which we were not invited to participate directly). The City has admitted that the circle at the end of our street does not meet City standards as far as size and it too small for

Ryan Rusnak

10/18/2021

Page 2

vehicles larger than a passenger car to turn around successfully in without the need to do a multi-point turn. Most driver utilize our driveway (the only one at a 90-degree angle to the road) to do the turn instead. This has caused damage to our driveway and to our lawn when the tires of larger trucks dive off the side of the driveway. Instead of having the City pay the expense to reconstruct the circle to an appropriate size, we offered a compromise to have a "no outlet" or similar sign installed at the start of Tupelo Drive which, of course, would be a whole lot cheaper. We await a response from the City on this decision before taking further action.


There are additional safety issues on Tupelo Drive. Regardless to the City's decision on restricting parking, the City code needs to be updated to include that parking is not permitted within 10 feet of the start of the circle. This is to give turning traffic an approachable trajectory to enter and then exit the circle after completing the turn. We have neighbors who park vehicles for weeks at a time on the street, never moving them during that time, far longer than the 48 hours that is allowed by law. We have another neighbor that parks an RV directly on the street. That same neighbor will sometimes park their car directly in the cul-de-sac circle.

I realize that this letter will be added to the public record. It is okay that our neighbor may hear about it, as he has already made verbal threats to our safety just yesterday, in fact. I don't think that North Liberty is a safe place to live where residents can live peacefully. The HOA is useless in this matter.

Furthermore, what assurances do we have that the North Liberty Police Department will enforce any parking restrictions that the City decides to implement on Tupelo Drive? I personally have called the Police Department multiple days in a row to get a vehicle removed that was parked directly in front of a fire hydrant near my home. I even spoke to the Chief of Police directly and she told me that the fire department are professionals and know how to get around these situations when there is an emergency. Her response spoke volumes to me. I don't know if there is a lack of professionalism in our City government or just a lack of caring for the safety of our families, but regardless, this interaction makes us really think if we really have any protection when laws are broken but not enforced.

To summarize, we are recommending that the City restrict parking on both sides of Tupelo Drive. However, we will settle for restricting just one side if that is all that can be achieved. Feel free to contact me directly if you have any questions or concerns about our comments.

Sincerely,



Charles Simpson

1885 Tupelo Drive, North Liberty, Iowa 52317

Ryan Rusnak

From: Anne Daniels <anneDaniels@gmail.com>
Sent: Tuesday, November 09, 2021 1:12 PM
To: Ryan Rusnak
Subject: [EXTERNAL]

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

Forwarded message -----

From: Anne Daniels <anneDaniels@gmail.com>
To: "cedarspringsassociation@gmail.com" <cedarspringsassociation@gmail.com>, rrusnack@northlibertyiowa.org
Cc:
Bcc:
Date: Tue, 9 Nov 2021 13:06:23 -0600
Subject: Street Parking

I am writing in response to your letters seeking input on street parking in Cedar Springs. I live on Tupelo Drive and do not believe there is a problem with parking on that street. There are rarely any cars parked on Tupelo and on those rare occasions it has been briefly and without incident. Therefore signage on Tupelo Dr. is unnecessary.

I have noticed an occasional issue with cars being parked on both sides of Silver Maple Trail between the intersections of Cedar Springs Drive and Hedgewood Circle. I have seen this create some unsafe situations where cars and bikes failed to yield when crossing Cedar Springs Drive on Hedgewood Circle.

Anne Daniels

Resolution No. 2021-119

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

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

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

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

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

Juniper Street	North side from the intersection with Dubuque Street for 228 feet to the west	at all times
Juniper Street	South side	at all times
Kansas Avenue	Both sides	at all times
Liberty Way	Both sides	at all times
Lincoln Drive	South side from Cameron Way to the west termination	at all times
Linger Lane	Both sides	at all times
Linder Lane	East side	at all times
Lions Drive	Both sides	at all times
Main Street	West side	at all times
Maple Street	Adjacent to properties with even-numbered addresses	at all times
Mark Twain Court	East side abutting Lots 14 and 16 on even-numbered days	6:00 a.m. to 6:00 p.m.
Mark Twain Court	South and west side abutting Lots 13 through 19 on odd-numbered days	6:00 a.m. to 6:00 p.m.
North Stewart Street	East side from the intersection of Penn Street to a point three hundred feet south	at all times
Oak Terrace Avenue	East and north sides (street curves)	at all times
Park View Court	West side from the intersection of Zeller Street to a point five hundred feet south	at all times
Penn Court	Both sides on both the North and West parts of the street	at all times
Penn Street	Both sides	at all times
Pheasant Lane	North side from Scales Bend Road to Timber Wolf Drive through the duration of the Highway 965 Project	at all times
Pheasant Lane	South side from Scales Bend Road to Highway 965	at all times
Prairie Ridge Road	North and east sides between Sugar Creek Lane and Zeller Street	at all times
Prairie Ridge Road	South side of Prairie Ridge Road from a point one hundred eighty-five feet west of the intersection with Sugar Creek Lane east to the intersection with Sugar Creek Lane	at all times
Progress Street	Both sides	at all times
Rachael Street	West side from the intersection of Blue Sky Drive to the south to the end of the street	at all times
Redbud Circle	East side	at all times
River Bend Lane	West side	at all times
Scarlet Oak Circle	West side	at all times
Silver Maple Trail	South side east of Cypress Ridge	at all times
Stoner Court	Both sides	at all times
Sugar Creek Lane	Both sides from Zeller Street south to the intersection with Fairview Lane, except that parking is permitted on the east side of Sugar Creek Lane from Westwood Drive to Fairview Lane	at all times
Tupelo Drive	West side	at all times
Vandello Circle	North side around the entire curve to the south	at all times
Vandello Drive	Both sides between Front Street and Cook Circle	at all times
Vandello Drive	North side between Cook Circle and Sadler Drive	at all times
Vandello Drive	Both sides 60 feet from its intersection with Sadler Drive	at all times
Westwood Drive	Both sides	at all times
Zeller Street	North side of the street on even-numbered days	6:00 a.m. to 6:00 p.m.
Zeller Street	South side of the street on odd-numbered days	6:00 a.m. to 6:00 p.m.

APPROVED AND ADOPTED this 23rd day November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Additional Information



Planning Commission
November 10, 2021

Call to Order

Planning Commission Chair Becky Keogh called the November 10, 2021 Planning Commission to order at 6:00 p.m. Commission members present: Barry A’Hearn, Josey Bathke, Jason Heisler, Becky Keogh, Brian Vincent, Dave Willer; absent: Patrick Staber.

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

Approval of the Agenda

Bathke moved, Heisler seconded to approve the agenda. The vote was all ayes. Agenda approved.

Public Hearing for Zoning Map Amendment

Staff Presentation

Rusnak presented the request of Bowman Property, LLC for a zoning map amendment (rezoning) on 109.43 acres, more or less, on property located at the northeast corner of West Forevergreen Road and South Kansas Avenue from ID Interim Development to RS-4 Single-Unit Dwelling District, RS-6 Single-Unit Dwelling District, RD-10 Two-Unit Residence District, RM-8 Multi-Unit Residence District, RM-12 Multi-Unit Residence District and C-2-A Highway Commercial District. Staff recommends approval with the following findings: 1. The proposed zonings would achieve consistency with the Comprehensive Plan Future Land Use Map designations, except where there are land use compatibility considerations adjacent to less dense development; and 2. The proposed zonings would be compatible with the surrounding properties and the following conditions: 1. That property generally achieve consistency with the submitted concept plan as it relates to the general pattern of land use development and landscape buffering; and 2. That there be a 20’ wide on lot landscape buffer for the residentially zoned portion of the development adjacent to South Kansas Avenue and West Forevergreen Road.

Applicants Presentation

Mike Bails was present on behalf of the applicant and offered additional information on the application.

Public Comments

No public comment was offered. There was correspondence included in the packet from neighboring property owner, Bev Seelman.

Questions and Comments

The Commission discussed the application including commercial under residential, good neighbor feedback, the collaborative process with developer, stormwater details, engineering information, size of the development, sustainability of the development, current inventory versus demand, successful aging in place units, development of The Preserve, building to the demand, diversified housing stock, creation of park space for community building, and tile cost exploration.

Recommendation to the City Council

Bathke moved, Willer seconded to recommend approval of the zoning map amendment to the City Council with the following findings: 1. The proposed zonings would achieve consistency with the Comprehensive Plan Future Land Use Map designations, except where there are land use compatibility considerations adjacent to less dense development; and 2. The proposed zonings would be compatible with the surrounding properties and the following conditions: 1. That property generally achieve consistency with the submitted concept plan as it relates to the general pattern of land use development and landscape buffering; and 2. That there be a 20' wide on lot landscape buffer for the residentially zoned portion of the development adjacent to South Kansas Avenue and West Forevergreen Road.. The vote was: ayes – Keogh, Bathke, Willer, Heisler, Vincent, A'Hearn; nays – none; absent – Staber. Motion carried.

Urban Renewal Area Amendment

Staff Presentation

Mulcahey presented the request of the City of North Liberty for an amendment to the North Liberty. Staff is recommending approval of an updated Urban Renewal Plan to include two upcoming projects: City Hall and N. Jones Boulevard. By updating the plan, it allows the City to borrow general obligation and/or TIF money in the future to fund these projects. The current plan calls for GO borrowing for the City Hall project and TIF borrowing for N. Jones Boulevard.

Public Comments

No public comments were received.

Questions and Comments

The Commission discussed the application including the N. Jones Boulevard Project.

Recommendation to the City Council

Heisler moved, A'Hearn seconded to recommend approval of the Urban Renewal Area Amendment Plan to City Council. After discussion, the vote was: ayes – Willer, A'Hearn, Vincent, Keogh, Bathke, Heisler; nays – none; absent – Staber. Motion carried.

Approval of Previous Minutes

Bathke moved, A'Hearn seconded to approve the minutes of the September 7, 2021 meeting. The vote was all ayes. Minutes approved.

Old Business

No old business was presented.

New Business

There will be a December meeting.

Adjournment

At 6:37 p.m., Heisler moved, Willer seconded to adjourn. The vote was all ayes. Meeting adjourned.

Signed:

Tracey Mulcahey, City Clerk