



**North Liberty City Council
Regular Session
November 26, 2024**



City Administrator Memo



To **Mayor and City Council**
 From **Ryan Heiar, City Administrator**
 Date **November 22, 2024**
 Re **City Council Agenda November 26, 2024**

Consent Agenda

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

- City Council Minutes (11/12/24 & 11/14/24)
- FY24 Street Finance Report
- FY24 Annual Financial Report
- FY24 Annual Urban Renewal Report
- Pay Application #8 and Project Acceptance, Penn Meadows Park Parking Lot Project, Midwest Concrete Inc., \$85,011.25
- Claims

FY26 Budget Framework & Guidance

In preparation for the FY26 budget, staff will facilitate a brief discussion outlining various budget challenges and opportunities, recently completed, ongoing and potential upcoming projects, and a snapshot of the status of the Council approved goals. The intent of this agenda item is to confirm that the City's budget direction is on target, and to get ahead of any new projects or programs, if any, the Council would like to consider. No action is being requested regarding this agenda item.

Watts Rezoning

This rezoning request – south side of Denison Avenue approximately 300 feet west of South Alexander Way – from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District would facilitate development of smaller lot home sites on the west side of the future block. Due to rising construction costs, the developer has indicated that the smaller home sites have been more in demand. This would increase the number of home sites from six to nine. Since this would be on the west side of future block, it would be compatible with the existing RS-9 properties to the west. The east side of the future block would remain RS-6, so it will be compatible with the RS-6 zoned properties to the east. A virtual good neighbor meeting was held on October 21, 2024. No one outside of City staff and the applicant attended the meeting. There are no objections to the

Meetings & Events

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

Thursday, Nov 28
Thanksgiving Holiday – City Offices Closed

Friday, Nov 29
Thanksgiving Holiday – City Offices Closed

Tuesday, Dec 3 at 6:30p.m.
Planning Commission

Thursday, Dec 5 at 7:00p.m.
Parks & Recreation Commission

Tuesday, Dec 10 at 6:00p.m.
City Council

NOTE: Only one Council meeting will occur in December, on Tuesday December 10. The second meeting in December is cancelled.

request. The Planning Commission unanimously recommended approval of the request at its November 5 meeting. Staff recommends approval as well.

Liberty's Gate Lots 7 & 8 Rezoning

This rezoning request – south side of North Madison Ave approximately 350 feet east of Penn Court – is for the purpose of allowing a 36-unit multi-dwelling housing building and related infrastructure. This is one of a handful of lots in this subdivision which have been vacant for approximately 20 years. From a design perspective, commercial zoning is more desirable due to the required 60% masonry on all principal building elevations vs. the required 25% masonry on only the front principal building elevation. Also, if remaining commercial, a landscape buffer would be required along the south property line. Recent Zoning Ordinance amendments allowed multi-family in the C-2 District (although staff did not propose this allowance in the C-1-B District). Previously, it was only allowed as part of a PAD Planned Area Development. For example, multi-family was permitted on the property to the west (520 N Madison Ave) as part of a PAD. Staff considers this area a “second level” commercial location, where typical commercial uses like retail and restaurants would be appropriate. Therefore, it is staff’s opinion that the C-2 zoning would be appropriate in the location. A preliminary site plan for the proposed development has been submitted and would be considered by City Council at the third reading of the rezoning. A virtual good neighbor meeting was held on October 21, 2024. A representative from the Chinese Church of Iowa City (abutting property to the east) had some general questions about the proposed development. There are no objections to the request. The Planning Commission unanimously recommended approval of the request at its November 5 meeting. Staff also recommends approval.

Fire Station #2 Rezoning

This City-initiated rezoning – north side of Saint Andrews Boulevard approximately 400 feet west of South Alexander Way – is for the purpose of updating the Zoning Map to reflect that the property is publicly owned and that a municipal building will be constructed in that location in the future. Good neighbor meetings are not required for City-initiated rezonings. There is only one property owner (who is aware of the City’s intentions) outside the City of North Liberty within 200’ of the property. Notably, this location was the result of substantial public input from surrounding property owners. There are no objections to the request. The Planning Commission unanimously recommended approval of the request at its November 5 meeting. Staff recommends approval as well.

Liberty's Gate Lots 4, 5, & 6 Site Plan

This site plan – northwest corner of North Madison Ave and Penn Court – proposes two, three-story multi-unit buildings, a single-story multi-tenant commercial building and related infrastructure on approximately 2.84 acres. This is another of a handful of lots in this subdivision which have been vacant for approximately 20 years and is related to the proposed development on the south of North Madison Avenue. This site plan is a direct result of recent changes to the Zoning Ordinance allowing multi-unit residential buildings as a permitted use in the C-2 District. Previously, a similar horizontal mixed-use development would have necessitated a rezoning in the form of a PAD Planned Area Development. Staff continues to advocate that allowing this type of development in commercial districts encourages more walkability. The Planning Commission unanimously recommended approval of the request at its November 5 meeting. Staff also recommends approval.

Ranshaw Way, Phase 6

Ranshaw Way, Phase 6 includes the reconstruction and expansion of Ranshaw Way, from Hawkeye Drive to Forevergreen Road. Construction is planned for calendar year 2027; however, staff is requesting to start design to accommodate the complexities of the project. Most notably, utilities within current and/or future rights-of-way have been a challenge along this corridor. Starting design immediately would allow the utilities to remove and/or relocate their infrastructure in calendar year 2026 so that construction can proceed in 2027 without issue. Staff recommends approval of the design proposal with Shive Hattey. It should be noted that the City has previously been awarded \$2.9 million in STBG funds for this project.

Hodge Construction Company Rezoning

This rezoning request – northeast corner of West Forevergreen Road and Bernardy Drive – to C-3 Higher Intensity Commercial District is to facilitate construction of higher-density multi-unit residents, although the zoning would allow for commercial uses as well. The C-3 District allows for commercial and multi-unit residences in either horizontal mixed-use (different buildings) or vertical mixed-use (same building) developments. There is no residential density restriction in the C-3 District. The concept provided to City staff shows 234 residential units in three buildings (45.6 units/acre). The northern portion of the property was left out of the rezoning so that this area would be more compatible with the home sites to the north. Staff recognizes that the proposed development is on the higher end of residential density. Certainly, this density wouldn't be appropriate in all locations within the City; however, staff advocates for higher density and intensity in appropriate locations. This was considered when creating the North Liberty Connected

to Tomorrow Comprehensive Plan Future Land Use Map, which was adopted in February 2023. A virtual good neighbor meeting was held on September 17. A few people outside of City staff and the applicant attended but no one had comments or questions. There is one letter of concern in the background material regarding the potential for undesirable commercial uses. The Planning Commission unanimously recommended approval of the rezoning at its October 1 meeting. Staff also recommends approval.

Update: The property owner has agreed to conditions pertaining to limiting allowing uses and access to West Forevergreen Road. This signed agreement is in the background material and the rezoning ordinance has been updated to reflect conditions imposed.

Note: At the previous meeting, there was interest from the City Council in expediting approval of this ordinance because it was tabled in October. As presented, the agenda allows the City Council the option to waive a reading or consider only one reading on Tuesday.

North Jones LLC Rezoning

This rezoning request located at 1605, 1655 and 1695 North Jones Boulevard to RM-12 Multi-Unit Residence District is to allow the construction of another multi-unit residence north of 1695 North Jones Boulevard. The existing RM-8 Multi-Unit Residence District tends to be more appropriate for lower-density townhouses. A virtual good neighbor meeting was held on September 17. No one outside of City staff and the applicant attended and there are no formal objections to the request. The Planning Commission unanimously recommended approval of the rezoning at its October 1 meeting. Staff recommends approval as well.



Agenda



CITY COUNCIL
Tuesday, November 26, 2024
6:00 p.m.
Regular Session
Council Chambers
360 N. Main Street

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, November 12, 2024
 - B. City Council Minutes, Special Session, November 14, 2024
 - C. FY 2024 Street Finance Report
 - D. FY 2024 Annual Financial Report
 - E. FY 2024 Annual Urban Renewal Report
 - F. Penn Meadows Park North Parking Lot Project, Pay Application Number 8, Midwest Concrete, \$85,011.25
 - G. Penn Meadows Park North Parking Lot Project, Midwest Concrete, Project Acceptance
 - H. Claims
2. Public Comment
3. Engineer Report
4. City Administrator Report
5. Mayor Report
 - A. Small Business Saturday Proclamation
6. Council Reports
7. FY 26 Budget Framework and Guidance
 - A. Discussion on FY 26 budget framework and guidance
8. Watts Rezoning
 - A. Public Hearing regarding proposed rezoning

- B. Staff and Commission recommendations
- C. Applicant Presentation
- 9. First consideration of Ordinance Number 2024-13, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District

- 10. Liberty's Gate Lots 7 & 8 Rezoning
 - A. Public Hearing regarding proposed rezoning
 - B. Staff and Commission recommendations
 - C. Applicant Presentation
 - D. First consideration of Ordinance Number 2024-14, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from C-1-B General Commercial District to C-2 Highway Commercial District

- 11. Fire Station #2 Rezoning
 - A. Public Hearing regarding proposed rezoning
 - B. Staff and Commission recommendations
 - C. Applicant Presentation
 - D. First consideration of Ordinance Number 2024-15, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from ID Interim Development District to P Public District

- 12. Liberty's Gate Lots 4, 5, & 6 Site Plan
 - A. Staff and Commission recommendations
 - B. Applicant Presentation
 - C. Resolution Number 2024-108, A Resolution approving the Preliminary Site Plan for Auditor's Parcel 2016-069, North Liberty, Iowa

- 13. Shive Design Proposal
 - A. Resolution Number 2024-109, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Ranshaw Way Phase 6 Project

- 14. 2024A Bond Sale
 - A. Resolution Number 2024-110, A Resolution authorizing and approving a Loan Agreement providing for the issuance of \$9,195,000 General Obligation Corporate Purpose Bonds, Series 2024A, and providing for the levy of taxes to pay the same

15. Hodge Construction Company Rezoning
 - A. Consideration of waiving the rules requiring two considerations prior to final passage of an ordinance with respect to Ordinance Number 2024-10
 - B. Second and potentially final consideration and adoption of Ordinance Number 2024-10, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-21 Multi-Unit Residence District to C-3 Higher-Intensity Commercial District

16. North Jones LLC Rezoning
 - A. Third consideration and adoption of Ordinance Number 2024-11, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-8 Multi-Unit Residence District to RM-12 Multi-Unit Residence District

17. Old Business

18. New Business

19. Adjournment



Consent Agenda

City Council
November 12, 2024
Regular Session

Call to order

Mayor Hoffman called the Tuesday, November 12, 2024, Regular Session of the North Liberty City Council to order at 6:01 p.m. in Council Chambers at 360 N. Main Street. Councilors present: Brian Leibold, Paul Park, Erek Sittig, Brent Smith (by phone), and Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Josiah Bilskemper, Ryan Rusnak, Rachel Carr, Tionna Pooler, Ellen McCabe, Cady Gerlach, and other interested parties.

Approval of the Agenda

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

Consent Agenda

Park moved, Wayson seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, October 22, 2024; Streets and Maintenance Facility – Interior Remodel, Pay Application Number 8, Peak Construction, \$23,950.75; City Hall Project, Change Order Number 6, City Construction, \$30,859.00; City Hall Project, Pay Application Number 16, City Construction, \$30,568.15; Centennial Park Event Complex Phase 1, Change Order Number 2, Larson Construction Co., Inc., (\$536.00); Centennial Park Event Complex Phase 1, Pay Application Number 3, Larson Construction Co., Inc., \$637,740.71; Forevergreen Road Signalization Project, Change Order Number 1, Eastern Iowa Excavating & Concrete, LLC., \$3,225.00; Forevergreen Road Signalization Project, Pay Application Number 3, Eastern Iowa Excavating & Concrete, LLC., \$36,602.55; Penn Meadows Park Parking Lot Project, Pay Application Number 7, Midwest Concrete Inc., \$10,208.06; Liquor License Renewal, Andale Cantina; Liquor License Renewal, J & A Tap; Liquor License Renewal, Fiesta Mexican Restaurant; Liquor License Renewal, Rusciano's; and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Bilskemper reported that work continues on the Centennial Park Next Stage Project. He provided updates on projects in design, North Liberty Road Trail and Freedom Park Trail. Updates were provided for the Penn Street Interchange Project and the Forevergreen Road Extension Design Study.

City Administrator Report

City Administrator Heiar reported on budget work for FY 2026, the annual North Liberty Lunch hosted by Tom Cilek on November 19 at South Slope, and Library Director, Jennie Garner, being awarded the Iowa Library Association Distinguished Leader Award. Council discussed the report with Heiar.

Mayor Report

Mayor Hoffman proclaimed National Hunger and Homelessness Awareness Week. Rachel Carr, chair of the Local Homeless Coordinating Board, spoke regarding the proclamation. Mayor Hoffman reported on Corda Credit Union groundbreaking and thanked all at the table and in the room for all that they do for the community. He reported on staff reports in the Council packet.

Council Reports

Councilor Sittig attended Johnson County Affordable Housing Coalition meeting, Corda Credit Union groundbreaking, and Neighborhood Ambassador gathering. He offered information on the Living Room Conversations program at the Library focusing on political peace building. He offered a shout out to all who auditioned and those going to all-state music festival. Councilor Park attended the Emergency Management Seminar in Des Moines, Corda Credit Union groundbreaking, and Heritage Christian School Veteran's Day celebration. He will be rooting on the Liberty High School football team at the UNI Dome in Cedar Falls. Councilor Leibold recognized all fall activities in the community. He extended a welcome to Corda Credit Union. He attended the Next Stage beam signing, the check presentation from True North, the CBJ coffee connection and the Iowa City Sports Commission's breakfast at the Xtream Arena. He met with representatives from Senator Grassley's office. Councilor Smith attended Think Iowa City Board of directors meeting and the Iowa City Area Sports Commission breakfast. Councilor Wayson reported on the Elected Officials Guide for Emergency Management for the State of Iowa. The County's Hazard Mitigation Plan is ongoing. He offered congratulations to city staff for The Golden Turkey Hunt.

2024 A Bond Sale

Tionna Pooler, IPA, presented information on the City's bond sale awarded to Robert W. Baird & Co., Inc. Council discussed the bond sale with Pooler. Sittig moved, Wayson seconded to approve Resolution Number 2024-104, A Resolution awarding General Obligation Corporate Purpose Bonds, Series 2024A. The vote was: ayes – Wayson, Leibold, Park, Sittig, Smith; nays – none. Motion carried.

American Rescue Plan Act (ARPA) Funds

Heiar presented information on ARPA distribution. Ellen McCabe, Housing Trust Fund of Johnson County, provided an update on the funds provided to HTFJC. Council discussed the information with McCabe. Council discussed proposed options for expending the balance of ARPA funds, \$311,610. Cady Gerlach, Greater Iowa City, provided information on potential economic development uses. Consensus was United Action for Youth would receive \$5,000, Greater Iowa City would receive \$100,000 for economic development programming/grants, and the balance of \$206,610 would fund Community Center projects.

Hodge Construction Company Rezoning

At 7:18 p.m., Mayor Hoffman opened the Public Hearing regarding proposed rezoning. No oral or written comments were received. The public hearing was closed at 7:18 p.m.

Park moved, Leibold seconded to approve the first consideration of Ordinance Number 2024-10, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-21 Multi-Unit Residence District to C-3 Higher-Intensity Commercial District. After discussion, the vote was: ayes - Leibold, Sittig, Park, Smith; nays - Wayson. Motion carried.

Administrative Rezoning

At 7:21 p.m., Mayor Hoffman opened the Public Hearing regarding proposed rezoning. No oral or written comments were received. The public hearing was closed at 7:21 p.m.

Rusnak reported staff and Commission recommend approval. Council discussed the application with staff.

Sittig moved, Wayson seconded to approve the first consideration of Ordinance Number 2024-12, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RS-6 Single-Unit Residence District to RS-6 PAD Single-Unit Residence District. After discussion, the vote was: ayes - Park, Smith, Wayson, Leibold, Sittig; nays -none. Motion carried.

Forevergreen Roundabout Easement

Park moved, Sittig seconded to approve Resolution Number 2024-105, A Resolution approving the Temporary Construction Easement Agreement between DERS Investments LLC and the City of North Liberty. The vote was: ayes - Sittig, Wayson, Smith, Park, Leibold; nays -none. Motion carried.

Iowa DOT Preconstruction Agreement

Sittig moved, Smith seconded to approve Resolution Number 2024-106, A Resolution approving the Preconstruction Agreement between the Iowa Department of Transportation and the City of North Liberty. The vote was: ayes - Smith, Sittig, Wayson, Park, Leibold; nays -none. Motion carried.

FY 26 Tax Increment Financing (TIF) Request

Sittig moved, Wayson seconded to approve Resolution Number 2024-107, 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. The vote was: ayes - Park, Smith, Wayson, Sittig, Leibold; nays - none.

Heiar presented information on the request. Sittig moved, Wayson seconded to approve the Annual Urban Renewal funds request for FY 26. The vote was ayes: Wayson, Leibold, Park, Sittig, Smith; nays - none. Motion carried

Library Board Appointment

The consensus was to affirm the Mayor's appointment of Cara Flynn to the Library Board.

North Jones LLC Rezoning

Park moved, Leibold seconded to approve the second consideration of Ordinance Number 2024-11, An Ordinance amending the Zoning Map District designation for certain property located in

North Liberty, Iowa from RM-8 Multi-Unit Residence District to RM-12 Multi-Unit Residence District. The vote was: ayes – Park, Smith, Sittig, Wayson, Leibold; nays – none. Motion carried.

Old Business

Heiar reported that the City granted \$5,000 to UAY in FY 25.

New Business

Councilor Park requested that City Hall lights be turned purple on Friday.

Adjournment

Leibold moved; Wayson seconded to adjourn at 7:29 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk



City Council
November 14, 2024
Special Session

Call to order

Mayor Hoffman called the Tuesday, November 14, 2024, Special Session of the North Liberty City Council to order at 3:00 p.m. in Council Chambers at 360 N. Main Street. Councilors present: Paul Park, Erik Sittig (attending virtually), Brent Smith (attending virtually), and Brian Wayson (attended virtually); absent: Brian Leibold.

Others present: Ryan Heiar, Stacey House, Ryan Rusnak, and other interested parties.

Approval of the Agenda

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

Administrative Rezoning

Park moved; Wayson seconded to approve the consideration of waiving the rules requiring two considerations prior to final passage of an ordinance. The vote was: ayes – Smith, Park, Wayson, Sittig; nays – none. Motion carried.

Sittig moved; Smith seconded to approve the consideration of Ordinance Number 2024-12, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RS-6 Single-Unit Residence District to RS-6 PAD Single-Unit Residence District. The vote was: ayes – Wayson, Smith, Sittig, Park; nays – none. Motion carried.

Adjournment

Park moved; Sittig seconded to adjourn at 3:02 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Stacey House, Deputy City Clerk



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/13/2024 5:34:58 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$11,295	\$561,371					\$572,666
Benefits - Roads/Streets		\$235,994					\$235,994
Training & Dues		\$8,691					\$8,691
Building & Grounds Maint. & Repair		\$16,021					\$16,021
Vehicle & Office Equip Operation and Repair		\$122,000					\$122,000
Other Utilities		\$27,666					\$27,666
Insurance		\$52,606					\$52,606
Medical		\$3,681					\$3,681
Printing		\$395					\$395
Street Maintenance Expense		\$137,003					\$137,003
Technology Expense		\$27,849					\$27,849
Office Supplies		\$1,233					\$1,233
Operating Supplies		\$16,585					\$16,585
Postage & Safety		\$4,809					\$4,809
New Posts & Signs		\$8,481					\$8,481
Replacement Posts & Signs		\$11,980					\$11,980
Other Supplies		\$12,084					\$12,084



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/13/2024 5:34:58 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Heavy Equipment	\$380,000						\$380,000
Buildings					\$534,107		\$534,107
Street - Safety/ Environment					\$1,003,874		\$1,003,874
Principal Payment				\$3,755,420			\$3,755,420
Interest Payment				\$1,507,227			\$1,507,227
Bond Registration Fees				\$4,659			\$4,659
Transfer Out		\$1,585,388					\$1,585,388
Street Lighting		\$85,634					\$85,634
Traffic Control/Safety		\$126,438					\$126,438
Snow Removal		\$144,146					\$144,146
Snow Removal Salaries		\$43,478					\$43,478
Total	\$391,295	\$3,233,533		\$5,267,306	\$1,537,981		\$10,430,115



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/13/2024 5:34:58 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$0		\$0	\$5,121,136			\$5,121,136
State Revenues - Road Use Taxes		\$2,892,712					\$2,892,712
Other State Grants - IDOT					\$12,880		\$12,880
Charges/fees						\$0	\$0
Transfer In	\$393,595			\$146,170	\$1,045,623		\$1,585,388
Total	\$393,595	\$2,892,712	\$0	\$5,267,306	\$1,058,503	\$0	\$9,612,116



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/13/2024 5:34:58 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2023A GO Corporate Bond	\$9,834,424	\$0	\$377,400	\$0	\$325,040	\$9,834,424
22A GO Corporate Purpose	\$9,135,000	\$665,000	\$254,100	\$331,537	\$126,682	\$8,470,000
2017B GO Corp Purpose	\$2,930,000	\$460,000	\$63,081	\$460,000	\$63,081	\$2,470,000
2019A GO Corp Purpose	\$5,165,000	\$845,000	\$103,300	\$717,490	\$87,712	\$4,320,000
2018A GO Corp Purpose	\$3,205,000	\$365,000	\$972,325	\$266,016	\$708,640	\$2,840,000
2017A GO Corp Purpose	\$1,200,000	\$445,000	\$36,000	\$89,000	\$7,200	\$755,000
2014C GO Corp Purpose	\$665,000	\$330,000	\$13,300	\$330,000	\$13,300	\$335,000
2020A General Corporate Purpose	\$8,395,000	\$890,000	\$167,900	\$490,597	\$92,552	\$7,505,000
2012A	\$550,000	\$130,000	\$15,570	\$130,000	\$15,570	\$420,000
2013C	\$400,000	\$400,000	\$9,600	\$400,000	\$9,600	\$0
2015A GO Corporate Purpose	\$2,795,000	\$910,000	\$55,900	\$291,200	\$17,888	\$1,885,000
2021 GO/Corporate Bond	\$6,785,000	\$490,000	\$78,458	\$249,580	\$39,962	\$6,295,000
Total	\$51,059,424	\$5,930,000	\$2,146,934	\$3,755,420	\$1,507,227	\$45,129,424



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/13/2024 5:34:58 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
AM Semi #519	1983	Purchased	\$0	No Change
Mack Granite Dump Truck #539	2023	Purchased	\$283,000	No Change
John Deere 5115 M Tractor #510	2019	Purchased	\$70,000	No Change
John Deere 5115 M Tractor #523	2012	Purchased	\$67,303	No Change
Freightliner Tandem Dumptruck #538	2016	Purchased	\$170,000	No Change
Ford F-555 Dump #505	2013	Purchased	\$74,750	No Change
Ford F-555 Dump #504	2015	Purchased	\$77,123	No Change
International Dump Truck #508	2011	Purchased	\$150,539	No Change
International Dump Truck #507	2011	Purchased	\$150,539	No Change
International Elgin Whirlwind #517	2015	Purchased	\$226,182	No Change
Case Road Grader #522	2007	Purchased	\$93,850	No Change
CC3500J Concrete Saw #536	2020	Purchased	\$16,000	No Change
Bobcat T770 skidsteer #534	2019	Purchased	\$78,000	No Change
Dodge 2500 Pickup #529	2001	Purchased	\$2,000	No Change
BMY by Harsco Semi tractor #518	1991	Purchased	\$0	No Change
International Dump Truck #525	2016	Purchased	\$162,279	No Change
Case Backhoe Tractor #526	2013	Purchased	\$50,375	No Change
Freightliner Vactor Truck #528	2016	Purchased	\$250,000	No Change
Freightliner Dumptruck #506	2017	Purchased	\$180,000	No Change
Dodge RAM 3500 Crew Cab 6.4 #501	2021	Purchased	\$55,000	No Change
Aerial Platform Lift JLG 6605J #516	2016	Purchased	\$87,000	No Change



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/13/2024 5:34:58 PM

Description	Model Year	Usage Type	Cost	Purchased Status
Dodge RAM 1500 Crew Cab Truck #509	2017	Purchased	\$34,000	No Change
Dodge RAM Crew Cab Truck #520	2017	Purchased	\$34,000	No Change
Case 621Gxt Wheel Loader #532	2018	Purchased	\$185,000	No Change
Ford F-250 Pickup #527	2003	Purchased	\$3,000	No Change
Vermeer Chipper #512	2007	Purchased	\$25,000	No Change
RAM 5500 Bucket Truck #524	2020	Purchased	\$170,564	No Change
Chevrolet Colorado #502	2022	Purchased	\$37,322	No Change
International Tandem Dump Truck #540	2022	Purchased	\$258,259	No Change
RAM 5500 #503	2020	Purchased	\$76,000	No Change
Mack Granite Dump Truck #541	2024	Purchased	\$340,000	New
Bobcat Toolcat UTV #542	2023	Purchased	\$70,000	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

North Liberty

11/13/2024 5:34:58 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
---------------------	----------------	-------------	-----------------



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/13/2024 5:34:58 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$3,102,432	\$0	\$0	\$22,133,916	\$0	\$25,236,348
SubTotal Expenses (-)	\$391,295	\$1,648,145		\$5,267,306	\$1,537,981		\$8,844,727
Transfers Out (-)		\$1,585,388					\$1,585,388
Subtotal Revenues (+)	\$0	\$2,892,712	\$0	\$5,121,136	\$12,880	\$0	\$8,026,728
Transfers In (+)	\$393,595			\$146,170	\$1,045,623		\$1,585,388
Ending Balance	\$2,300	\$2,761,611	\$0	\$0	\$21,654,438	\$0	\$24,418,349

Resolution Number:

Execution Date: Tuesday, November 26, 2024

Signature: Tracey Mulcahey

STATE OF IOWA 2024 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2024 CITY OF NORTH LIBERTY, IOWA DUE: December 1, 2024	16205200500000 CITY OF NORTH LIBERTY PO Box 77 NORTH LIBERTY IA 52317-0077 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	12,676,832		12,676,832	12,611,549
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	12,676,832		12,676,832	12,611,549
Delinquent Property Taxes	84,929		84,929	0
TIF Revenues	4,518,015		4,518,015	4,542,907
Other City Taxes	1,051,938	0	1,051,938	937,924
Licenses and Permits	1,039,577	0	1,039,577	948,480
Use of Money and Property	269,326	85,404	354,730	257,100
Intergovernmental	3,686,456	0	3,686,456	4,672,709
Charges for Fees and Service	2,820,149	10,660,887	13,481,036	13,195,976
Special Assessments	0	0	0	0
Miscellaneous	1,057,204	169,487	1,226,691	11,059,810
Other Financing Sources	12,268,499	6,046,266	18,314,765	10,006,000
Transfers In	12,268,499	6,046,266	18,314,765	18,319,761
Total Revenues and Other Sources	39,472,925	16,962,044	56,434,969	76,552,216
Expenditures and Other Financing Uses				
Public Safety	5,580,813		5,580,813	6,277,003
Public Works	4,017,623		4,017,623	4,563,131
Health and Social Services	152,000		152,000	155,000
Culture and Recreation	5,696,893		5,696,893	6,511,760
Community and Economic Development	2,039,996		2,039,996	2,385,657
General Government	2,640,703		2,640,703	2,545,044
Debt Service	7,941,430		7,941,430	7,565,215
Capital Projects	12,691,032		12,691,032	24,429,500
Total Governmental Activities Expenditures	40,760,490	0	40,760,490	54,432,310
BUSINESS TYPE ACTIVITIES		8,061,921	8,061,921	9,887,155
Total All Expenditures	40,760,490	8,061,921	48,822,411	64,319,465
Other Financing Uses	10,423,161	7,891,604	18,314,765	
Transfers Out	10,423,161	7,891,604	18,314,765	18,319,761
Total All Expenditures/and Other Financing Uses	51,183,651	15,953,525	67,137,176	82,639,226
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-11,710,726	1,008,519	-10,702,207	-6,087,010
Beginning Fund Balance July 1, 2023	21,424,465	12,468,868	33,893,333	19,289,410
Ending Fund Balance June 30, 2024	9,713,739	13,477,387	23,191,126	13,202,400

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
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2024		Indebtedness at June 30, 2024	
	Amount		Amount
General Obligation Debt	10,110,000	Other Long-Term Debt	0
Revenue Debt	43,555,994	Short-Term Debt	0
TIF Revenue Debt	28,075,000		
		General Obligation Debt Limit	106,090,188

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

	Publication 11/23/2024
Signature of Preparer	Phone Number
Printed name of Preparer	
	Date Signed
Signature of Mayor or Mayor Pro Tem (Name and Title)	

PLEASE PUBLISH THIS PAGE ONLY

CITY OF NORTH LIBERTY
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

REVENUE P2

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section A - Taxes									
1 Taxes levied on property	8,820,158	2,422,865		1,433,809			12,676,832		12,676,832
2 Less: Uncollected Property Taxes - Levy Year								0	0
3 Net Current Property Taxes	8,820,158	2,422,865		1,433,809	0	0	12,676,832		12,676,832
4 Delinquent Property Taxes	59,672	13,776		11,481			84,929		84,929
5 Total Property Tax	8,879,830	2,436,641		1,445,290	0	0	12,761,761		12,761,761
6 TIF Revenues			4,518,015				4,518,015		4,518,015
7 Other City Taxes									
8 Utility Tax Replacement Excise Taxes	51,543						51,543		51,543
9 Utility Franchise Tax (Chapter 364.2, Code of Iowa)	446,391						446,391		446,391
10 Parimutuel Wager Tax							0		0
11 Gaming Wager Tax							0		0
12 Mobile Home Tax	19,098						19,098		19,098
13 Hotel / Motel Tax	99,350						99,350		99,350
14 Other Local Option Taxes	435,556						435,556		435,556
15 Total Other City Taxes	1,051,938	0		0	0	0	1,051,938	0	1,051,938
16 Section B - Licenses and Permits	1,039,577						1,039,577		1,039,577
17 Section C - Use of Money and Property									
18 Interest	74,422							85,404	189,196
19 Rents and Royalties	165,534				29,370		103,792		165,534
20 Other Miscellaneous Use of Money and Property									0
21									0
22 Total Use of Money and Property	239,956	0	0	0	29,370	0	269,326	85,404	354,730
23 Section D - Intergovernmental									
24 Federal Grants and Reimbursements									
25 Federal Grants	322,689				12,880		335,569		335,569
26 Community Development Block Grants							0		0
27 Housing and Urban Development							0		0
28 Public Assistance Grants							0		0
29 Payment in Lieu of Taxes							0		0
30							0		0
31							0		0
32 Total Federal Grants and Reimbursements	322,689	0		0	12,880	0	335,569	0	335,569
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
58									
59									
60									
61									
62									
63									
64									
65									
66									
67									
68									
69									
70									
71									
72									
73									
74									
75									
76									
77									
78									
79									
80									
81									
82									
83									
84									
85									
86									
87									
88									
89									
90									
91									
92									
93									
94									
95									
96									
97									
98									
99									
100									

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024
CITY OF NORTH LIBERTY

REVENUE P3

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section D - Intergovernmental - Continued									
State Shared Revenues	41								41
Road Use Taxes	43	2,892,712					2,892,712		2,892,712
Other state grants and reimbursements	44								44
State grants	48								48
Iowa Department of Transportation	49	70,645					70,645		70,645
Iowa Department of Natural Resources	50						0		0
Iowa Economic Development Authority	51						0		0
CEBA grants	52	32,442					32,442		32,442
C&I Replacement and Tier I Business Tax Replacement	53						0		0
State Library Grants	54	72,321	19,698	11,736			103,755		103,755
Iowa Health Care Fire Payment	55	13,488					13,488		13,488
	56	36,722					36,722		36,722
	57						0		0
	58						0		0
	59						0		0
Total State	60	225,618	19,698	11,736	0	0	3,149,764	0	3,149,764
Local Grants and Reimbursements									
County Contributions	63	21,430					21,430		21,430
Library Service	64	64,290					64,290		64,290
Township Contributions	65	111,710					111,710		111,710
Fire/EMT Service	66						0		0
Local Drug Task Force Funds	67	3,693					3,693		3,693
	68						0		0
	69						0		0
Total Local Grants and Reimbursements	70	201,123	0	0	0	0	201,123	0	201,123
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	749,430	2,892,712	19,698	11,736	12,880	3,686,456	0	3,686,456
Section E - Charges for Fees and Service	72								
Water	73						0	4,770,208	4,770,208
Sewer	74						0	5,629,820	5,629,820
Electric	75						0	0	0
Gas	76						0	0	0
Parking	77						0	0	0
Airport	78						0	0	0
Landfill/garbage	79	1,584,596					1,584,596		1,584,596
Hospital	80						0		0

CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued										
81										81
Transit							0		0	82
Cable TV							0		0	83
Internet							0		0	84
Telephone							0		0	85
Housing Authority							0		0	86
Storm Water							0	260,859	260,859	87
Other:										88
Nursing Home							0		0	89
Police Service Fees	48,337						48,337		48,337	90
Prisoner Care							0		0	91
Fire Service Charges	12,132						12,132		12,132	92
Ambulance Charges							0		0	93
Sidewalk Street Repair Charges							0		0	94
Housing and Urban Renewal Charges							0		0	95
River Port and Terminal Fees							0		0	96
Public Seales							0		0	97
Cemetery Charges	155						155		155	98
Library Charges	1,138						1,138		1,138	99
Park, Recreation, and Cultural Charges	1,112,005						1,112,005		1,112,005	100
Animal Control Charges							0		0	101
	30,783						30,783		30,783	102
Planning & Zoning	31,003						31,003		31,003	103
Total Charges for Service	2,820,149	0	0	0	0	0	2,820,149	10,660,887	13,481,036	104
Section F - Special Assessments										106
Section G - Miscellaneous										107
Contributions	208,328				153,347		361,675	169,487	531,162	108
Deposits and Sales/Fuel Tax Refunds	492						492		492	109
Sale of Property and Merchandise	29,915						29,915		29,915	110
Fines	155,467						155,467		155,467	111
Internal Service Charges							0		0	112
Other Miscellaneous	476,277				32,028		508,305		508,305	113
Refund				1,350			1,350		1,350	114
							0		0	115
							0		0	116
							0		0	117
							0		0	118
							0		0	119
Total Miscellaneous	870,479	0	0	1,350	185,375	0	1,057,204	169,487	1,226,691	120

REVENUE PS

CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Total All Revenues (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)	121 15,651,359	5,329,353	4,537,713	1,458,376	227,625	0	27,204,426	10,915,778	38,120,204
Section H - Other Financing Sources	123								
Proceeds of capital asset sales	124						0		0
Proceeds of long-term debt (Excluding TIF internal borrowing)	125						0		0
Proceeds of anticipatory warrants or other short-term debt	126						0		0
Regular transfers in and interfund loans	127 3,956,493			1,394,051	1,958,623		7,309,167	6,046,266	13,355,433
Internal TIF loans and transfers in	128			4,959,332			4,959,332		4,959,332
	129						0		0
	130						0		0
Total Other Financing Sources	131 3,956,493	0	0	6,353,383	1,958,623	0	12,268,499	6,046,266	18,314,765
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132 19,607,852	5,329,353	4,537,713	7,811,759	2,186,248	0	39,472,925	16,962,044	56,434,969
Beginning Fund Balance July 1, 2023	134 11,864,976	5,475,583	2,715,632	2,406,061	-1,037,787		21,424,465	12,468,868	33,893,333
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136 31,472,828	10,804,936	7,253,345	10,217,820	1,148,461	0	60,897,390	29,430,912	90,328,302

CITY OF NORTH LIBERTY
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024

EXPENDITURES P6

NON-GAAP/CASH BASIS

Line	Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
1	Section A - Public Safety										1
2	Police Department/Crime Prevention	3,576,278						3,576,278		3,576,278	2
3	Jail							0		0	3
4	Emergency Management	74,291						74,291		74,291	4
5	Flood control							0		0	5
6	Fire Department	1,402,207						1,402,207		1,402,207	6
7	Ambulance							0		0	7
8	Building Inspections	507,679						507,679		507,679	8
9	Miscellaneous Protective Services							0		0	9
10	Animal Control	20,358						20,358		20,358	10
11	Other Public Safety							0		0	11
12								0		0	12
13								0		0	13
14	Total Public Safety	5,580,813	0		0		0	5,580,813		5,580,813	14
15	Section B - Public Works										15
16	Roads, Bridges, Sidewalks	571,512	1,248,449					1,819,961		1,819,961	16
17	Parking Meter and Off-Street							0		0	17
18	Street Lighting		85,634					85,634		85,634	18
19	Traffic Control Safety	30,243	126,438					156,681		156,681	19
20	Snow Removal		187,624					187,624		187,624	20
21	Highway Engineering							0		0	21
22	Street Cleaning							0		0	22
23	Airport (if not an enterprise)							0		0	23
24	Garbage (if not an enterprise)	1,570,783						1,570,783		1,570,783	24
25	Other Public Works							0		0	25
26	Transit	196,940						196,940		196,940	26
27								0		0	27
28	Total Public Works	2,369,478	1,648,145		0		0	4,017,623		4,017,623	28
29	Section C - Health and Social Services										29
30	Welfare Assistance							0		0	30
31	City Hospital							0		0	31
32	Payments to Private Hospitals							0		0	32
33	Health Regulation and Inspections							0		0	33
34	Water, Air, and Mosquito Control							0		0	34
35	Community Mental Health							0		0	35
36	Other Health and Social Services	152,000						152,000		152,000	36
37								0		0	37
38								0		0	38
39	Total Health and Social Services	152,000	0		0		0	152,000		152,000	39
40	Section D - Culture and Recreation										40
41	Library Services	1,292,360						1,292,360		1,292,360	41
42	Museum, Band, Theater							0		0	42
43	Parks	1,266,298						1,266,298		1,266,298	43
44	Recreation	1,891,523						1,891,523		1,891,523	44
45	Cemetery	72,304						72,304		72,304	45
46	Community Center, Zoo, Marina, and Auditorium	237,786						237,786		237,786	46
47	Other Culture and Recreation							0		0	47
48	Aquatic Center	936,622						936,622		936,622	48
49								0		0	49
50	Total Culture and Recreation	5,696,893	0		0		0	5,696,893		5,696,893	50

**CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued**

EXPENDITURES P7

NON-GAAP/CASH BASIS

Line	Item description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
51	Section E - Community and Economic Development										51
52	Community beautification							0		0	52
53	Economic development	186,272						186,272		186,272	53
54	Housing and urban renewal							0		0	54
55	Planning and zoning	456,501						456,501		456,501	55
56	Other community and economic development	536,547						536,547		536,547	56
57	TIF Rebates			303,058				303,058		303,058	57
58	Community Relations	557,618						557,618		557,618	58
59	Total Community and Economic Development	1,736,938	0	303,058	0	0	0	2,039,996		2,039,996	59
60	Section F - General Government										60
61	Mayor, Council and City Manager	21,164						21,164		21,164	61
62	Clerk, Treasurer, Financial Administration	2,306,822						2,306,822		2,306,822	62
63	Elections	10,182						10,182		10,182	63
64	Legal Services and City Attorney	261,456						261,456		261,456	64
65	City Hall and General Buildings							0		0	65
66	Tort Liability							0		0	66
67	Other General Government							0		0	67
68	Personnel Services	35,863						35,863		35,863	68
69	Utility Computer Purchases - Computer Revolving	5,216						5,216		5,216	69
70	Total General Government	2,640,703	0	0	0	0	0	2,640,703		2,640,703	70
71	Section G - Debt Service				7,941,430			7,941,430		7,941,430	71
72								0		0	72
73								0		0	73
74	Total Debt Service	0	0	0	7,941,430	0	0	7,941,430		7,941,430	74
75	Section H - Regular Capital Projects - Specify										75
76						12,691,032		12,691,032		12,691,032	76
77								0		0	77
78	Subtotal Regular Capital Projects	0	0	0	0	12,691,032	0	12,691,032		12,691,032	78
79	TIF Capital Projects - Specify										79
80								0		0	80
81								0		0	81
82	Subtotal TIF Capital Projects	0	0	0	0	0	0	0		0	82
83	Total Capital Projects	0	0	0	0	12,691,032	0	12,691,032		12,691,032	83
84	Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 70, 74, 83)	18,176,825	1,648,145	303,058	7,941,430	12,691,032	0	40,760,490		40,760,490	84
85											85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

**CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued**

EXPENDITURES P8

NON-GAAP/CASH BASIS

Line	Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
87	Section I - Business Type Activities	87										87
88	Water - Current Operation	88								2,854,162	2,854,162	88
89	Capital Outlay	89								67,313	67,313	89
90	Debt Service	90								1,274,491	1,274,491	90
91	Sewer and Sewage Disposal - Current Operation	91								1,865,089	1,865,089	91
92	Capital Outlay	92								49,925	49,925	92
93	Debt Service	93								1,765,579	1,765,579	93
94	Electric - Current Operation	94										94
95	Capital Outlay	95										95
96	Debt Service	96										96
97	Gas Utility - Current Operation	97										97
98	Capital Outlay	98										98
99	Debt Service	99										99
100	Parking - Current Operation	100										100
101	Capital Outlay	101										101
102	Debt Service	102										102
103	Airport - Current Operation	103										103
104	Capital Outlay	104										104
105	Debt Service	105										105
106	Landfill/Garbage - Current operation	106										106
107	Capital Outlay	107										107
108	Debt Service	108										108
109	Hospital - Current Operation	109										109
110	Capital Outlay	110										110
111	Debt Service	111										111
112	Transit - Current Operation	112										112
113	Capital Outlay	113										113
114	Debt Service	114										114
115	Cable TV, Telephone, Internet - Current Operation	115										115
116	Capital Outlay	116										116
117	Housing Authority - Current Operation	117										117
118	Capital Outlay	118										118
119	Debt Service	119										119
120	Storm Water - Current Operation	120								176,591	176,591	120
121	Capital Outlay	121								8,771	8,771	121
122	Debt Service	122										122
123	Other Business Type - Current Operation	123										123
124	Capital Outlay	124										124
125	Debt Service	125										125
126	Internal Service Funds - Specify	126										126
127		127										127
128		128										128
129	Total Business Type Activities	129								8,061,921	8,061,921	129

EXPENDITURES P9

CITY OF NORTH LIBERTY
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i))	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	18,176,825	1,648,145	303,058	7,941,430	12,691,032	0	40,760,490	8,061,921	48,822,411	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	1,441,800	4,022,029					5,463,829	7,891,604	13,355,433	132
Internal TIF loans/repayments and transfers out	133			4,959,332				4,959,332		4,959,332	133
	134							0		0	134
Total Other Financing Uses	135	1,441,800	4,022,029	4,959,332	0	0	0	10,423,161	7,891,604	18,314,765	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	19,618,625	5,670,174	5,262,390	7,941,430	12,691,032	0	51,183,651	15,953,525	67,137,176	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140							0		0	140
Restricted	141	609,696	5,134,762	1,990,955	2,276,390			10,011,803		10,011,803	141
Committed	142	279,287						279,287		279,287	142
Assigned	143	989,351						989,351		989,351	143
Unassigned	144	9,975,869				-11,542,571		-1,566,702		-1,566,702	144
Total Governmental	145	11,854,203	5,134,762	1,990,955	2,276,390	-11,542,571	0	9,713,739		9,713,739	145
Proprietary	146								13,477,387	13,477,387	146
Total Ending Fund Balance June 30,	147	11,854,203	5,134,762	1,990,955	2,276,390	-11,542,571	0	9,713,739	13,477,387	23,191,126	147
Total Requirements (Sum of lines 136 and 147)	148	31,472,828	10,804,936	7,253,345	10,217,820	1,148,461	0	60,897,390	29,430,912	90,328,302	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	509,512
Health		All other	0
Highways			
Transit Subsidies	112,312		
Libraries			
Police protection			
Sewerage			
Sanitation	76,196		
All other	19,361		

Part IV Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID		Amount
Total Salaries and Wages Paid		9,467,634

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year		Debt Outstanding JUNE 30, 2024							
Purpose	Line	Debt Outstanding JULY 1, 2023	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.	19,208,154	0	1,175,000	0	0	18,033,154	0	347,233
Sewer Utility	2.	27,327,840	0	2,225,000	0	0	25,102,840	0	442,491
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.	31,735,000	0	3,660,000	0	28,075,000	0	0	863,391
Other Purposes / Miscellaneous	9.	550,000	0	130,000	0	0	420,000	0	15,570
GO	10.	11,355,000	0	1,245,000	10,110,000	0	0	0	224,620
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
Total Long-Term		90,175,994	0	8,435,000	10,110,000	28,075,000	43,555,994	0	1,893,305

B. Short-Term Debt Amount

Outstanding as of July 1, 2023

Outstanding as of JUNE 30, 2024

Part VI

DEBT LIMITATION FOR GENERAL OBLIGATIONS

Actual valuation -- January 1, 2022

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2024

Type of asset	Amount			
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.				23,191,126
Total (e)				23,191,126

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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	20

TIF Debt Outstanding: 43,340,984

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	2,830,949	0	Amount of 07-01-2023 Cash Balance Restricted for LMI
---	-----------	---	---

TIF Revenue:	4,497,414
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	4,497,414

Rebate Expenditures:	303,059
Non-Rebate Expenditures:	5,034,350
Returned to County Treasurer:	0
Total Expenditures:	5,337,409

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	1,990,954	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
---	-----------	---	---

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 36,012,621

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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

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

UR Area Purpose:

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	62,888,926
NORTH LIBERTY CITY AG/IOWA CITY SCH/ NL UR TIF INCREMENT	520101	520102	37,361
NORTH LIBERTY CITY/CLEAR CREEK SCH/ NL UR TIF INCREMENT	520103	520104	61,345,794
NORTH LIBERTY CITY AG/CLEAR CREEK SCH/NL UR TIF INCREMENT	520105	520106	70,866
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	0
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	0
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	7,550,530
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	7,976,173
NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIB UR TIF UICCU INCREMENT	520374	520375	10,941,567
NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIBERTY UR 2016 AMEND INCREMENT	520394	520395	110,626
NORTH LIBERTY CITY/CLEAR CREEK SCH/NL UR TIF 2010 AMD CORR DEVEL INCR	520410	520411	1,018,155
NORTH LIBERTY CITY/CLEAR CREEK SCH/NL UR TIF 2016 AMD SPOTIX INCR	520412	520413	2,093,769
NORTH LIBERTY CITY/CLEAR CREEK SCH/NL UR TIF 2016 AMD I380 IND PK INCR	520414	520415	1,552,796
NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIB UR TIF 2020 AMD I380 IND PK INCREMENT	520452	520453	829,590
NORTH LIBERTY CITY/CLEAR CREEK SCH/NORTH LIBERTY UR GEICO TIF INCREMENT	520477	520478	6,552,615
NORTH LIBERTY CITY/CLEAR CREEK SCH/DIAMOND DREAMS TIF INCREMENT	520479	520480	679,238

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	501,400	211,537,868	215,260,993	13,059,800	0	-44,448	440,315,613	0	440,315,613
Taxable	459,499	115,605,767	185,535,006	11,590,504	0	-44,448	313,146,328	0	313,146,328
Homestead Credits									369

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **2,830,949** **0** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 4,497,414
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0

Total Revenue: 4,497,414

Rebate Expenditures: 303,059

Non-Rebate Expenditures: 5,034,350

Returned to County Treasurer: 0

Total Expenditures: 5,337,409

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	1,990,954	0	Amount of 06-30-2024 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
Recreational facilities (lake development, parks, ball fields,
trails)
Classification:
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 PProject

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
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

A&M Development

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

2007 Property Purchase

Description:	Property acquisition
Classification:	Acquisition of property
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

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,
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,
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

2021A Ranshaw Way Phase 2

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

2021A St. Andrews Drive

Description:	St. Andrews Drive Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

GEICO Rebate

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

Forevergreen Road - IDOT

Description:	Repayment of IDOT for Forevergreen Road Improves
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2022A Ranshaw Way Phase 5

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

2023A Centennial Park Loop Road

Description:	Installation of loop road at Centennial Park Recreational facilities (lake development, parks, ball fields, trails)
Classification:	

Physically Complete:	Yes
Payments Complete:	No

2023A Ranshaw Way Phase 5

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

2023A N. Jones Blvd

Description:	Extension of Jones Blvd from Penn St. to 240th St.
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2023A Dubuque Street Phase 1

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

2023A City Hall Construction

Description:	Construction of a new City Hall
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Diamond Dreams

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

Debts/Obligations For NORTH LIBERTY URBAN RENEWAL

A&M Development Agreement

Debt/Obligation Type:	Rebates
Principal:	3,209,147
Interest:	0
Total:	3,209,147
Annual Appropriation?:	No
Date Incurred:	02/08/2011
FY of Last Payment:	2032

2013C GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	400,000
Interest:	9,600
Total:	409,600
Annual Appropriation?:	No
Date Incurred:	11/05/2013
FY of Last Payment:	2024

2014C GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	665,000
Interest:	20,000
Total:	685,000
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:	860,000
Interest:	34,700
Total:	894,700
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:	2,930,000
Interest:	233,688
Total:	3,163,688
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: 135,000
Interest: 4,050
Total: 139,050
Annual Appropriation?: No
Date Incurred: 04/27/2017
FY of Last Payment: 2024

Spotix/VARS Development Agreement

Debt/Obligation Type: Rebates
Principal: 93,996
Interest: 0
Total: 93,996
Annual Appropriation?: Yes
Date Incurred: 02/28/2017
FY of Last Payment: 2025

Corridor Media

Debt/Obligation Type: Rebates
Principal: 0
Interest: 0
Total: 0
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: 2,425,000
Interest: 343,585
Total: 2,768,585
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: 5,165,000
Interest: 441,400
Total: 5,606,400
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:	3,815,000
Interest:	387,600
Total:	4,202,600
Annual Appropriation?:	No
Date Incurred:	06/23/2020
FY of Last Payment:	2032

2021A GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,185,000
Interest:	151,885
Total:	2,336,885
Annual Appropriation?:	No
Date Incurred:	08/08/2021
FY of Last Payment:	2034

GEICO

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

Iowa DOT Repayment

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,027,933
Interest:	0
Total:	2,027,933
Annual Appropriation?:	No
Date Incurred:	05/23/2017
FY of Last Payment:	2027

2022A GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,685,000
Interest:	956,700
Total:	5,641,700
Annual Appropriation?:	No
Date Incurred:	08/10/2022
FY of Last Payment:	2035

2023A GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	8,470,000
Interest:	3,294,800

Total:	11,764,800
Annual Appropriation?:	No
Date Incurred:	05/05/2023
FY of Last Payment:	2039

Diamond Dreams

Debt/Obligation Type:	Rebates
Principal:	396,900
Interest:	0
Total:	396,900
Annual Appropriation?:	Yes
Date Incurred:	04/28/2020
FY of Last Payment:	2027

Non-Rebates For NORTH LIBERTY URBAN RENEWAL

TIF Expenditure Amount: 27,234
 Tied To Debt: 2015A GO/Urban Renewal Bonds
 Tied To Project: 2015A 240th St. Improvements

TIF Expenditure Amount: 5,509
 Tied To Debt: 2015A GO/Urban Renewal Bonds
 Tied To Project: 2015A Kansas/Penn Intersection

TIF Expenditure Amount: 19,301
 Tied To Debt: 2017A GO/Urban Renewal Bond
 Tied To Project: 2008 USTEP Project

TIF Expenditure Amount: 5,849
 Tied To Debt: 2017A GO/Urban Renewal Bond
 Tied To Project: 2008 CCA Gym Expand

TIF Expenditure Amount: 90,428
 Tied To Debt: 2017A GO/Urban Renewal Bond
 Tied To Project: 2009 Forevergreen Rd Project

TIF Expenditure Amount: 23,638
 Tied To Debt: 2017A GO/Urban Renewal Bond
 Tied To Project: 2009 Hwy 965 Design

TIF Expenditure Amount: 850
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Ranshaw House

TIF Expenditure Amount: 29,055
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 City Hall Land Aquisition

TIF Expenditure Amount: 709
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Park Update

TIF Expenditure Amount: 1,531
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Meade Farm Updates

TIF Expenditure Amount: 23,127
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Parkland acquisition

TIF Expenditure Amount: 17,433
 Tied To Debt: 2017B GO/Urban Renewal Bond
 Tied To Project: 2010 Gym Project

TIF Expenditure Amount: 709

Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Rec Center Project
TIF Expenditure Amount:	539
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Cherry Street lights
TIF Expenditure Amount:	11,338
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Hwy 965, Ph 2
TIF Expenditure Amount:	3,770
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Penn Street PProject
TIF Expenditure Amount:	6,690
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Jones Blvd, Phase 1
TIF Expenditure Amount:	93,212
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Hwy 965, Phase 1
TIF Expenditure Amount:	26,845
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A City Hall Land Acquisition
TIF Expenditure Amount:	23,490
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Dubuque Street Trail Project
TIF Expenditure Amount:	97,403
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Penn Street Turn Lanes
TIF Expenditure Amount:	151,341
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Jones Boulevard Phase 1
TIF Expenditure Amount:	77,181
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Golfview Drive Project
TIF Expenditure Amount:	20,385
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2007 Property Purchase
TIF Expenditure Amount:	149,672
Tied To Debt:	2013C GO/Urban Renewal Bond
Tied To Project:	2013 Highway 965, Phase 2A
TIF Expenditure Amount:	260,428
Tied To Debt:	2013C GO/Urban Renewal Bond
Tied To Project:	2013 Jones Blvd, Phase 2

TIF Expenditure Amount:	286,497
Tied To Debt:	2014C GO/Urban Renewal Bond
Tied To Project:	2014 Highway 965, Phase 2
TIF Expenditure Amount:	57,303
Tied To Debt:	2014C GO/Urban Renewal Bond
Tied To Project:	2014 North Front Street Improvements
TIF Expenditure Amount:	178,070
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2015A Hwy 965, Phase 2
TIF Expenditure Amount:	66,127
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2015A Parks & Trails Projects
TIF Expenditure Amount:	136,485
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2017B Penn Street ICAAP
TIF Expenditure Amount:	198,134
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2017B Dubuque Street/NL Road
TIF Expenditure Amount:	153,076
Tied To Debt:	2018A GO/Urban Renewal Bond
Tied To Project:	2018A Penn Street
TIF Expenditure Amount:	153,076
Tied To Debt:	2018A GO/Urban Renewal Bond
Tied To Project:	2018A NL Road/Penn Street
TIF Expenditure Amount:	14,240
Tied To Debt:	2018A GO/Urban Renewal Bond
Tied To Project:	2018A Centennial SRF
TIF Expenditure Amount:	28,479
Tied To Debt:	2018A GO/Urban Renewal Bond
Tied To Project:	2018A Ranshaw House
TIF Expenditure Amount:	66,838
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Parks Improvements
TIF Expenditure Amount:	240,858
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Kansas Avenue
TIF Expenditure Amount:	264,944
Tied To Debt:	2019A GO/Urban Renewal Bonds
Tied To Project:	2019A Highway 965
TIF Expenditure Amount:	65,114

Tied To Debt:	2020A GO/Urban Renewal Bond
Tied To Project:	2020A Ranshaw Way Phase 2
TIF Expenditure Amount:	242,833
Tied To Debt:	2020A GO/Urban Renewal Bond
Tied To Project:	2020A Ranshaw Way Ph 3 & 4
TIF Expenditure Amount:	173,638
Tied To Debt:	2020A GO/Urban Renewal Bond
Tied To Project:	2020A Penn/Front Corridor
TIF Expenditure Amount:	52,014
Tied To Debt:	2021A GO/Urban Renewal Bond
Tied To Project:	2021A Ranshaw Way Phase 2
TIF Expenditure Amount:	506,938
Tied To Debt:	Iowa DOT Repayment
Tied To Project:	Forevergreen Road - IDOT
TIF Expenditure Amount:	161,822
Tied To Debt:	2021A GO/Urban Renewal Bond
Tied To Project:	2021A St. Andrews Drive
TIF Expenditure Amount:	480,858
Tied To Debt:	2022A GO/Urban Renewal Bond
Tied To Project:	2022A Ranshaw Way Phase 5
TIF Expenditure Amount:	23,947
Tied To Debt:	2023A GO/Urban Renewal Bond
Tied To Project:	2023A Centennial Park Loop Road
TIF Expenditure Amount:	103,494
Tied To Debt:	2023A GO/Urban Renewal Bond
Tied To Project:	2023A Ranshaw Way Phase 5
TIF Expenditure Amount:	71,388
Tied To Debt:	2023A GO/Urban Renewal Bond
Tied To Project:	2023A N. Jones Blvd
TIF Expenditure Amount:	105,760
Tied To Debt:	2023A GO/Urban Renewal Bond
Tied To Project:	2023A Dubuque Street Phase 1
TIF Expenditure Amount:	34,750
Tied To Debt:	2023A GO/Urban Renewal Bond
Tied To Project:	2023A City Hall Construction

Rebates For NORTH LIBERTY URBAN RENEWAL

2380 Landon Road

TIF Expenditure Amount:	0
Rebate Paid To:	A&M Development
Tied To Debt:	A&M Development Agreement
Tied To Project:	A&M Development
Projected Final FY of Rebate:	2032

Corridor Media Properties

TIF Expenditure Amount:	28,613
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:	71,151
Rebate Paid To:	VARs Group
Tied To Debt:	Spotix/VARS Development Agreement
Tied To Project:	Spotix/VARS
Projected Final FY of Rebate:	2025

2320 Landon Road

TIF Expenditure Amount:	185,442
Rebate Paid To:	Bourn Companies
Tied To Debt:	GEICO
Tied To Project:	GEICO Rebate
Projected Final FY of Rebate:	2022

2905 Stoner Court

TIF Expenditure Amount:	17,853
Rebate Paid To:	Diamond Dreams
Tied To Debt:	Diamond Dreams
Tied To Project:	Diamond Dreams
Projected Final FY of Rebate:	2027

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:	59
Total Annual Wages of Required Jobs:	3,447,320
Total Estimated Private Capital Investment:	2,612,000
Total Estimated Cost of Public Infrastructure:	0

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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
 FY TIF Revenue First Received: 1990
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/1990

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	89,687,355	79,340,493	13,059,800	0	-31,484	182,056,164	0	182,056,164
Taxable	0	49,014,233	66,371,893	11,590,504	0	-31,484	126,945,146	0	126,945,146
Homestead Credits									206

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	12,108,683	126,945,146	62,888,926	64,056,220	1,829,241

FY 2024 TIF Revenue Received: 1,795,895

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
 FY TIF Revenue First Received: 1990
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/1990

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	206,400	0	0	0	0	0	206,400	0	206,400
Taxable	189,150	0	0	0	0	0	189,150	0	189,150
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	131,011	75,389	37,361	38,028	808

FY 2024 TIF Revenue Received: 794

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/1990

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	88,727,913	85,826,800	0	0	-11,112	174,543,601	0	174,543,601
Taxable	0	48,489,983	75,351,379	0	0	-11,112	123,830,250	0	123,830,250
Homestead Credits									119

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,169,658	123,830,250	61,345,794	62,484,456	1,771,059

FY 2024 TIF Revenue Received: 1,725,373

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	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/1990

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	295,000	0	0	0	0	0	295,000	0	295,000
Taxable	270,349	0	0	0	0	0	270,349	0	270,349
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	152,012	142,988	70,866	72,122	1,517

FY 2024 TIF Revenue Received: 1,486

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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 - 1/1/2022 for FY 2024

	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 2024	4,959	0	0	0	0

FY 2024 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 - 1/1/2022 for FY 2024

	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 2024	51,647	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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 - 1/1/2022 for FY 2024

	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 2024	9,500	0	0	0	0

FY 2024 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 - 1/1/2022 for FY 2024

	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 2024	154,440	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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:	2002	
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 - 1/1/2022 for FY 2024

	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 2024	5,390	0	0	0	0

FY 2024 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 - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	26,062,600	1,169,800	0	0	-1,852	27,230,548	0	27,230,548
Taxable	0	14,243,267	999,795	0	0	-1,852	15,241,210	0	15,241,210
Homestead Credits									44

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	12,299	15,241,210	7,550,530	7,690,680	219,621

FY 2024 TIF Revenue Received: 215,632

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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 - 1/1/2022 for FY 2024

	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 2024	0	0	0	0	0

FY 2024 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 - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,060,000	4,811,100	0	0	0	11,871,100	0	11,871,100
Taxable	0	3,858,284	4,117,889	0	0	0	7,976,173	0	7,976,173
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	46,039	7,976,173	7,976,173	0	0

FY 2024 TIF Revenue Received: 226,073

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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 - 1/1/2022 for FY 2024

	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	22,086,255	0	0	0	22,086,255	0	22,086,255
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	38,665	22,086,255	10,941,567	11,144,688	315,885

FY 2024 TIF Revenue Received: 168,313

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 - 1/1/2022 for FY 2024

	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	617,296	0	0	0	617,296	0	617,296
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	521,500	223,300	110,626	112,674	3,194

FY 2024 TIF Revenue Received: 3,136

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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 - 1/1/2022 for FY 2024

	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	1,018,155	0	0	0	1,018,155	0	1,018,155
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,290	1,018,155	1,018,155	0	0

FY 2024 TIF Revenue Received: 28,858

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 - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,854,500	0	0	0	2,854,500	0	2,854,500
Taxable	0	0	2,516,026	0	0	0	2,516,026	0	2,516,026
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,076	2,516,026	2,093,769	422,257	11,968

FY 2024 TIF Revenue Received: 59,345

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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 - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,600,500	0	0	0	3,600,500	0	3,600,500
Taxable	0	0	3,134,399	0	0	0	3,134,399	0	3,134,399
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	4,324	3,134,399	1,552,796	1,581,603	44,829

FY 2024 TIF Revenue Received: 44,013

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 2020 AMD I380 IND PK INCREMENT	
TIF Taxing District Inc. Number:	520453	
TIF Taxing District Base Year:	2019	
FY TIF Revenue First Received:	0	
Subject to a Statutory end date?	No	

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,508,800	0	0	0	2,508,800	0	2,508,800
Taxable	0	0	1,674,648	0	0	0	1,674,648	0	1,674,648
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	299,000	1,674,648	829,590	845,058	23,952

FY 2024 TIF Revenue Received: 23,516

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

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/NORTH LIBERTY UR GEICO TIF INCREMENT
TIF Taxing District Inc. Number:	520478
TIF Taxing District Base Year:	2009
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	7,339,600	0	0	0	7,339,600	0	7,339,600
Taxable	0	0	6,552,615	0	0	0	6,552,615	0	6,552,615
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	8,389	6,552,615	6,552,615	0	0

FY 2024 TIF Revenue Received: 185,727

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/DIAMOND DREAMS TIF INCREMENT
TIF Taxing District Inc. Number:	520480
TIF Taxing District Base Year:	2019
FY TIF Revenue First Received:	2024
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,275,200	0	0	0	1,275,200	0	1,275,200
Taxable	0	0	1,094,656	0	0	0	1,094,656	0	1,094,656
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	464,800	810,400	679,238	131,162	3,718

FY 2024 TIF Revenue Received: 19,253



MIDWEST CONCRETE INC.

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

North Liberty Penn Meadows Park

Final Pay App - 8

Date: 11/6/2024

	Qty	Unit	Price	Contract Amount	Previous Quantity	Previous Amount	Quantity this Estimate	Amt this Estimate	Quantity to Date	Total to Date
1	CLEARING AND GRUBBING (BLACK SQUIRREL)	117.5	UNIT	39.02	\$ 4,584.85	117.5	\$ 4,584.85	\$ -	117.5	4,584.85
2	TOPSOIL, ON-SITE	2144	CY	11.59	\$ 24,848.96	2142	\$ 24,825.78	\$ -	2142	24,825.78
3	EXCAVATION, CLASS 10	6787	CY	12.75	\$ 86,534.25	6787	\$ 86,534.25	\$ -	6787	86,534.25
4	SUBGRADE PREPARATION	7739	SY	2	\$ 15,478.00	7713	\$ 15,426.00	\$ -	7713	15,426.00
5	SUBBASE, MODIFIED, 6"	992	CY	44.89	\$ 44,530.88	992	\$ 44,530.88	\$ -	992	44,530.88
6	STORM SEWER, TRENCHED, RCP 2000D (CLASS III), 15"	40	LF	150	\$ 6,000.00	40	\$ 6,000.00	\$ -	40	6,000.00
7	STORM SEWER, TRENCHED, RCP 2000D (CLASS III), 18"	33	LF	164.14	\$ 5,416.62	32	\$ 5,252.48	\$ -	32	5,252.48
8	REMOVAL OF STORM SEWER, RCP, 18"	31	LF	47.67	\$ 1,477.77	31	\$ 1,477.77	\$ -	31	1,477.77
9	PIPE CULVERT, TRENCHED, PVC W/MITERED END SECTION	604	LF	92.61	\$ 55,936.44	595	\$ 55,102.95	\$ -	595	55,102.95
10	SUBDRAIN, LONGITUDINAL, TYPE 1 (6 / 8)	887	LF	12.43	\$ 11,025.41	826	\$ 10,267.18	\$ -	826	10,267.18
11	SUBDRAIN CLEANOUT, TYPE A-1, 6"	3	EA	443.05	\$ 1,329.15	2	\$ 886.10	\$ -	2	886.10
12	SUBDRAIN CLEANOUT, TYPE B, 24"	2	EA	2258.83	\$ 4,517.66	2	\$ 4,517.66	\$ -	2	4,517.66
13	AREA INTAKE, SW-512, 30"	4	EA	3400.25	\$ 13,601.00	4	\$ 13,601.00	\$ -	4	13,601.00
14	INTAKE, SW-509	1	EA	6434.56	\$ 6,434.56	1	\$ 6,434.56	\$ -	1	6,434.56
15	CONNECTION TO EXISTING INTAKE	1	EA	1200	\$ 1,200.00	1	\$ 1,200.00	\$ -	1	1,200.00
16	REMOVE INTAKE	1	EA	1102.6	\$ 1,102.60	1	\$ 1,102.60	\$ -	1	1,102.60
17	FIRE HYDRANT ADJUSTMENT	2	EA	2646.92	\$ 5,293.84	2	\$ 5,293.84	\$ -	2	5,293.84
18	PAVEMENT, PCC, 6"	3386	SY	41.5	\$ 140,519.00	3385.5	\$ 140,498.25	\$ -	3385.5	140,498.25
19	PAVEMENT, PCC, 10"	346	SY	83.23	\$ 28,797.58	361	\$ 30,046.03	\$ -	361	30,046.03
20	CURB AND GUTTER, 2.0 FT, 5 STANDARD CURB	2710	LF	23.66	\$ 64,118.60	2708.5	\$ 64,083.11	\$ -	2708.5	64,083.11
21	CURB AND GUTTER, 2.0 FT, 4 SLOPED CURB	265	LF	23.43	\$ 6,208.95	265	\$ 6,208.95	\$ -	265	6,208.95
22	CLEANING AND PREPARATION OF BASE (LL PELLING)	2660	SY	1.45	\$ 3,857.00	2660	\$ 3,857.00	\$ -	2660	3,857.00
23	HMA OVERLAY, BASE COURSE, 2.0-INCH (LL PELLING)	0	TN	133.85	\$ -	0	\$ -	\$ -	0	-
24	HMA OVERLAY, SURFACE COURSE, 1.0-INCH (LL PELLING)	0	TN	149.2	\$ -	0	\$ -	\$ -	0	-
25	PAVEMENT REMOVAL	8345	SY	9.5	\$ 79,277.50	8345	\$ 79,277.50	\$ -	8345	79,277.50
26	REMOVAL OF SIDEWALK	651	SY	15	\$ 9,765.00	630	\$ 9,450.00	\$ -	630	9,450.00
27	SIDEWALK, PCC, 6"	1975	SY	39.09	\$ 77,202.75	1975	\$ 77,202.75	\$ -	1975	77,202.75
28	DETECTABLE WARNINGS, CAST IRON	100	SF	45	\$ 4,500.00	100	\$ 4,500.00	\$ -	100	4,500.00
29	FULL DEPTH PATCHES, 4" HMA WITH 6" SUBBASE (LL PELLING)	0	SY	72.88	\$ -	0	\$ -	\$ -	0	-
30	ENGINEERING FABRIC	9300	SF	0.26	\$ 2,418.00	9300	\$ 2,418.00	\$ -	9300	2,418.00
31	SPECIAL BACKFILL, IADOT GRAD 13, WASHED (STORAGE)	660	TN	24.79	\$ 16,361.40	601.96	\$ 14,922.59	\$ -	601.96	14,922.59
32	SPECIAL BACKFILL, IADOT GRAD 3, WASHED (FILTER AGG)	210	TN	25.06	\$ 5,262.60	305	\$ 7,643.30	\$ -	305	7,643.30
33	PERMEABLE PAVERS WITH SETTING BED (GRAD. NO. 29)	4644	SF	7.06	\$ 32,786.64	4644	\$ 32,786.64	\$ -	4644	32,786.64
34	PAINTED PAVEMENT MARKINGS, HIGH-BUILD (LL PELLING)	55.6	STA	98.39	\$ 5,470.48	78.16	\$ 7,690.16	\$ -	78.16	7,690.16
35	PAINTED SYMBOLS AND LEGENDS, HIGH-BUILD (LL PELLING)	29	EA	61.8	\$ 1,792.20	32	\$ 1,977.60	\$ -	32	1,977.60
36	PAVEMENT MARKINGS REMOVED (ATC)	3	STA	1287.5	\$ 3,862.50	3	\$ 3,862.50	\$ -	3	3,862.50
37	TEMPORARY TRAFFIC CONTROL (ATC)	1	LS	15450	\$ 15,450.00	1	\$ 15,450.00	\$ -	1	15,450.00
38	PERMANENT TRAFFIC SIGN, WITH POST AND ANCHOR, 14"	14	EA	468.65	\$ 6,561.10	14	\$ 6,561.10	\$ -	14	6,561.10
39	CONV SEED-FERT-MULCH, TYPE 4 (SCI)	2	AC	515	\$ 1,030.00	0	\$ -	\$ -	0	-
40	HYDR SEED-FERT-MULCH (SCI)	0.3	AC	10300	\$ 3,090.00	0	\$ -	\$ -	0	-
41	SOD (SCI)	691	SQ	51.5	\$ 35,588.50	935	\$ 48,152.50	\$ -	935	48,152.50
42	WATERING (CULVERS) (SCI)	407	MGAL	38.88	\$ 15,824.16	88.7	\$ 3,448.66	\$ -	88.7	3,448.66
43	LAVA ROCK, 3" DEPTH (CULVERS)	37	TN	298.43	\$ 11,041.91	46.38	\$ 13,841.18	\$ -	46.38	13,841.18
44	RIVER ROCK, 12" DEPTH (CULVERS)	16	CY	217.15	\$ 3,474.40	16	\$ 3,474.40	\$ -	16	3,474.40
45	AMENDED PLANTING SOIL (CULVERS)	63.1	CY	97.85	\$ 6,174.34	63.1	\$ 6,174.34	\$ -	63.1	6,174.34
46	TREES, DECIDUOUS, 2.0 CAL. B&B, FURN/INSTALL W/WARRANTY	47	EA	439.56	\$ 20,659.32	47	\$ 20,659.32	\$ -	47	20,659.32
47	TREES, CONIFEROUS, 6', FURN/INSTALL W/WARRANTY	1	EA	527.9	\$ 527.90	1	\$ 527.90	\$ -	1	527.90
48	SHRUBS, 3 GAL., FURN/INSTALL W/WARRANTY (CULVER)	79	EA	57.58	\$ 4,548.82	79	\$ 4,548.82	\$ -	79	4,548.82
49	PLANTS, 1 GAL., FURN/INSTALL W/WARRANTY (CULVER)	152	EA	18.54	\$ 2,818.08	152	\$ 2,818.08	\$ -	152	2,818.08
50	TRASH ENCLOSURE - CMU/GATED (METICULOUS MASC)	1	EA	84573.57	\$ 84,573.57	1	\$ 84,573.57	\$ -	1	84,573.57
51	LIMESTONE BLOCK (CULVERS)	18	EA	654.88	\$ 11,787.84	18	\$ 11,787.84	\$ -	18	11,787.84
52	LIMESTONE EDGER (CULVERS)	790	LF	12.06	\$ 9,527.40	790	\$ 9,527.40	\$ -	790	9,527.40
53	PENN MEADOWS PARK SIGN RELOCATION	0	EA	11846	\$ -	0	\$ -	\$ -	0	-
54	SWPPP MANAGEMENT (SCI)	1	LS	1545	\$ 1,545.00	1	\$ 1,545.00	\$ -	1	1,545.00
55	COMPOST FILTER TUBE, 8" DIA. (SCI)	2465	LF	1.55	\$ 3,820.75	1641	\$ 2,543.55	\$ -	1641	2,543.55
56	INLET PROTECTION, AREA DRAIN (SCI)	3	EA	103	\$ 309.00	0	\$ -	\$ -	0	-
57	INLET PROTECTION, OPEN THROAT CURB INTAKE (SCI)	2	EA	103	\$ 206.00	2	\$ 206.00	\$ -	2	206.00
58	TEMPORARY FENCE, CONSTRUCTION, 48 (D & N)	1740	LF	7.68	\$ 13,363.20	1740	\$ 13,363.20	\$ -	1740	13,363.20
59	MOBILIZATION	1	LS	150000	\$ 150,000.00	1	\$ 150,000.00	\$ -	1	150,000.00
60	CONCRETE WASHOUT	1	LS	1000	\$ 1,000.00	1	\$ 1,000.00	\$ -	1	1,000.00
61	Storm Sewer, Trenched, HDPE 12"	34	LF	94	\$ 3,198.00	34	\$ 3,198.00	\$ -	34	3,198.00
62	PARK SIGN REMOVAL AND NEW FOOTING	1	LS	6064	\$ 6,064.00	1	\$ 6,064.00	\$ -	1	6,064.00
63	HMA OVERLAY, BASE COURSE, 1.5 INCH (LL PELLING)	580	TN	128.75	\$ 74,675.00	569.55	\$ 73,329.56	\$ -	569.55	73,329.56
64	HMA OVERLAY, SURFACE COURSE, 1.5 INCH (LL PELLING)	580	TN	142.04	\$ 82,383.20	696.37	\$ 98,912.39	\$ -	696.37	98,912.39
65	FULL DEPTH PATCHES, 4" HMA WITH 6" SUBBASE (LL PELLING)	4398	SY	69.06	\$ 303,725.88	4398	\$ 303,725.88	\$ -	4398	303,725.88
66	HMA OVERLAY, LEVELING COURSE (LL PELLING)	325	TN	128.75	\$ 41,843.75	215	\$ 27,681.25	\$ -	215	27,681.25
67	OVER-EXCAVATION	220	TN	44.5	\$ 9,790.00	306.76	\$ 13,650.82	\$ -	306.76	13,650.82
				\$ 1,696,109.31		\$ 1,700,225.04		\$ -		\$ 1,700,225.04

5%	Retainage	\$ 85,011.25	\$ -	\$ 85,011.25
Previous Payments:	1,615,213.79	Total this Period:		Total Less Retainage: \$ 1,615,213.79

Shive Hattery
Josiah B. Bolinger 11/20/24
 Project Engineer Date

Midwest Concrete Inc.
 Nick Georgan 11/6/24
 Project Manager Date

MEMORANDUM

TO: Ryan Heiar, City Administrator
FROM: Josiah Bilskemper, PE, Shive-Hattery
DATE: November 20, 2024
RE: Penn Meadows Park North Parking Improvements
Final Completion

Attached please find:

- Payment Application No. 8 (Final)
- Final Completion Field Review
- Maintenance Bonds
- Record Drawings

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

Please contact our office with any questions.

Sincerely,

SHIVE-HATTERY, INC.



Josiah Bilskemper, PE

JDB

Enc. Pay Application 8 (Final)
Final Completion Field Review
Maintenance Bonds
Record Drawings

Copy: Tracey Mulcahey, Assistant City Administrator
Guy Goldsmith, Parks Director
Tim Hamer, Assistant Parks Department
Andy Salm, Construction Inspector
Michael Pentecost, Streets Superintendent
Nick Georgian, Midwest Concrete
Amanda Wessels, Midwest Concrete
Ryan Winkelman, Midwest Concrete
Nick Radcliffe, S-H
Emma Riordan, S-H





Mayor Report



PROCLAMATION

Small Business Saturday

Whereas, the City of North Liberty, Iowa, 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 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States, and

Whereas, 68 cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

Whereas, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; 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, Chris Hoffman, Mayor of North Liberty, do hereby proclaim, November 30, 2024, 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 Shop Small throughout the year.

Mayor Chris Hoffman



FY 26 Budget Framework & Guidance



Tuesday, November 26, 2024
6:00 PM

FY26 Budget Framework & Guidance

Budget Timeline

April 30
Final Budget
is due to
State of Iowa

11

March 25

Final Budget Public Hearing & Adoption of FY26 Budget

10

(no later than) March 14

Publication of Proposed Budget

9

March 11

Maximum Property Tax Public Hearing

8

(no later than) February 28

Publication of Maximum Property Tax Public Hearing

7

February 11

Final budget report to City Council

6

January 28

Second Budget Meeting with City Council

5

January 21

First Budget Meeting with City Council

4

December 9 - 13

Department Head meetings with City Administrator

3

December 2

Proposals submitted to City Administrator and Assistant City Administrator

2

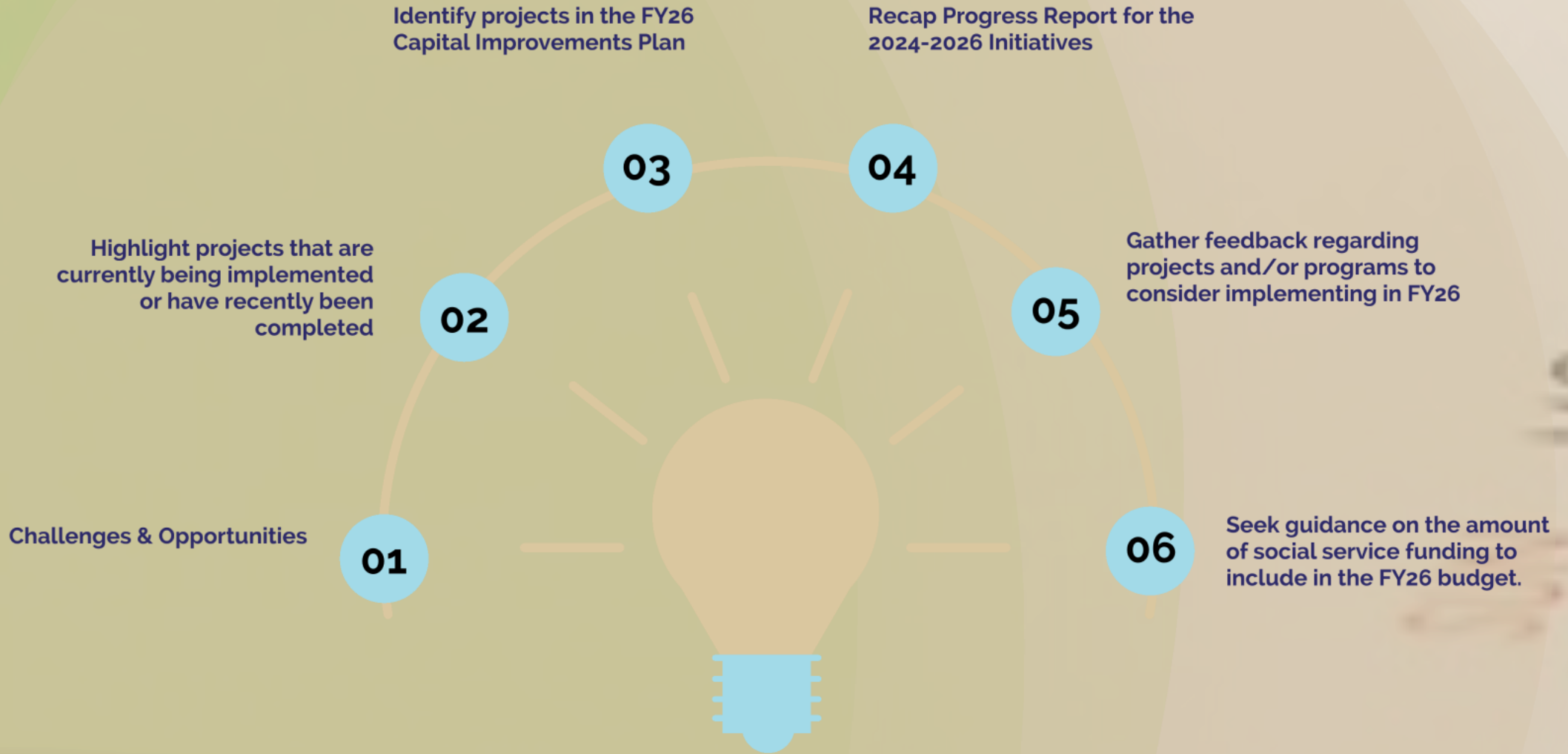
November 26

City Council Meeting - FY26 Budget Framework & Guidance

1

October 14 - November 29

Department Heads create budgets, including Capital Projects



Meeting Objectives

Challenges

FY26 Rollback

Rollback = property owners only pay property tax on this % of their property value. A city's general fund = property tax revenue. These rollback percentages are set by the State.

The residential rollback - which now includes multiresidential properties - was adjusted from 46.34% in FY25 to **47.43% in FY26.**

For the commercial, industrial, and railroad rollback, the first \$150,000 in value is treated the same as residential, at 47.43%, with the remaining set at 90%.

Iowa House File 718

The **\$8.10 general fund levy** is now subject to reduction, depending on a city's non-taxable valuation growth. Municipalities with more than 2.75% growth will have their allowable maximum general fund levy "adjusted" each year.

Under this new mandate, **North Liberty was limited to \$7.86 for FY25 and is anticipated to be cut to \$7.70 for FY26.** Additional reporting requirements and a single annual date for bond item elections add new expenses, timeline complications & burden to staff.

Backfill Credits

Backfill credits from the state are reduced each year & will be eliminated by FY27. Annual impact varies; **expecting \$48K for FY26, which is half of the FY25 backfill.**

Staffing Requests

1

Parks, Buildings & Grounds Maintenance

2

Aquatics Center

3

Community Relations at Centennial Center

Successes

FY26 CIP

In Progress

Recently Completed





Recently Completed Projects

Civic Campus Construction

\$10,900,000

Built a new City Hall on Cherry Street facilities hub.

Parkland Aquisition

\$2,600,000

Added park space in NW quadrant.

Streets Facility Renovations

\$600,000

Converted two storage bays at Streets facility to office and employee space.

West Penn Street

\$500,000 (out of \$1.1M)

Completed joint project with Johnson County for full build-out from Herky Street to James Ave NW.

Fox Run Pond & Park Playground and Trails

\$450,000

Added a park walk with ADA ramp and new playground.

Dump Truck and Snow Equipment

\$300,000

Replaced 2012 single axle dump truck & snow equipment.

West Penn Street Railroad Crossing

\$222,000

Reconstructed the railroad crossing, storm sewer, and improved the trail.

Rachael Street Bridge

\$40,000

Repaired both street and sidewalk approaches to bridge over Muddy Creek.

Penn Meadows Rubber Playground Surface

\$140,000

Converted from wood chips to rubber surface.

Community Center Exterior

\$85,000

Cleaned exterior masonry, painted concrete & replaced the joint sealants.

Command/EMS Vehicle

\$80,000

Added new vehicle to replace hand-me-down squad car.

Sugar Creek Lane Repair

\$70,000

Replaced asphalt section 500' south from Zeller Street.

Storm Water Billing Structure

Staff time

Updated the billing structure to a best practices model.



In Progress

Centennial Park Next

Stage: Phase 1

\$9,000,000

Fundraise for the next phase: a splash pad, amphitheater + pavillion, restrooms, honorarium, and three shelters.

Forevergreen Road Intersection Signalization

\$1,521,000

Add permanent signals at Kansas Avenue and Jones Boulevard.

North Liberty Road Trail Segment

\$1,275,000

Penn Meadows to Liberty High is currently in design and scheduling phase.

Leaf Collector

\$142,500

Replacing 1998 leaf collector truck with new unit.

Liberty Centre Pond Stone Repair

\$132,800

Repairing sections of pond where the stones have shifted or slid into pond due to thaw/freeze cycle.

Freedom Park Trail

\$130,000

Adding a 6' wide park walk.

Fire Station Study

\$100,000

Planning underway for rehab of Cherry Street Station.

Cargo Van

\$75,000

Replacing Water Department's current cargo van with electric vehicle.

Muddy Creek Flood Control

\$54,000

Removing silted-in debris and vegetation under and around Golfview Dr Bridge and Front Street Bridge.

Community Center Parking Lot Design

\$50,000

Designing east and west lots.

Koser Field Backstop

\$45,000

Replacing and enhancing backstop.

Projects Identified in the draft FY26 Capital Improvements Plan

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



Community Center East & West Parking Lots

\$300,000

North Liberty Fire Station

\$7,000,000

Parks Shop Renovations

\$460,000

Parks Tractor

\$200,000

Penn Meadows Ballfield 3 or 4 Lighting

\$250,000

Penn Meadows North Parking Lot LED Lighting

\$120,000

Penn Meadows Tennis Court Parking

\$120,000

North Stewart Street Reconstruction

\$1,825,000

Penn Street Bridge Aesthetic Enhancements

\$1,000,000

Quail Ridge Park Ballfield Improvements & Parking Lot Expansion

\$111,500

Trail Segment N Dubuque St (Centro Way to Ranshaw Way)

\$372,000

Paint Outdoor Waterslides

\$50,000

Aquatic Center Bathroom Remodel

\$250,000

Ranshaw Way Phase 6

\$11,783,000

Forevergreen Rd & Jasper Ave Roundabout & Northern Extension of Jasper Ave

\$3,880,000 (out of \$6.8M)

Replace Dump Truck & Plow

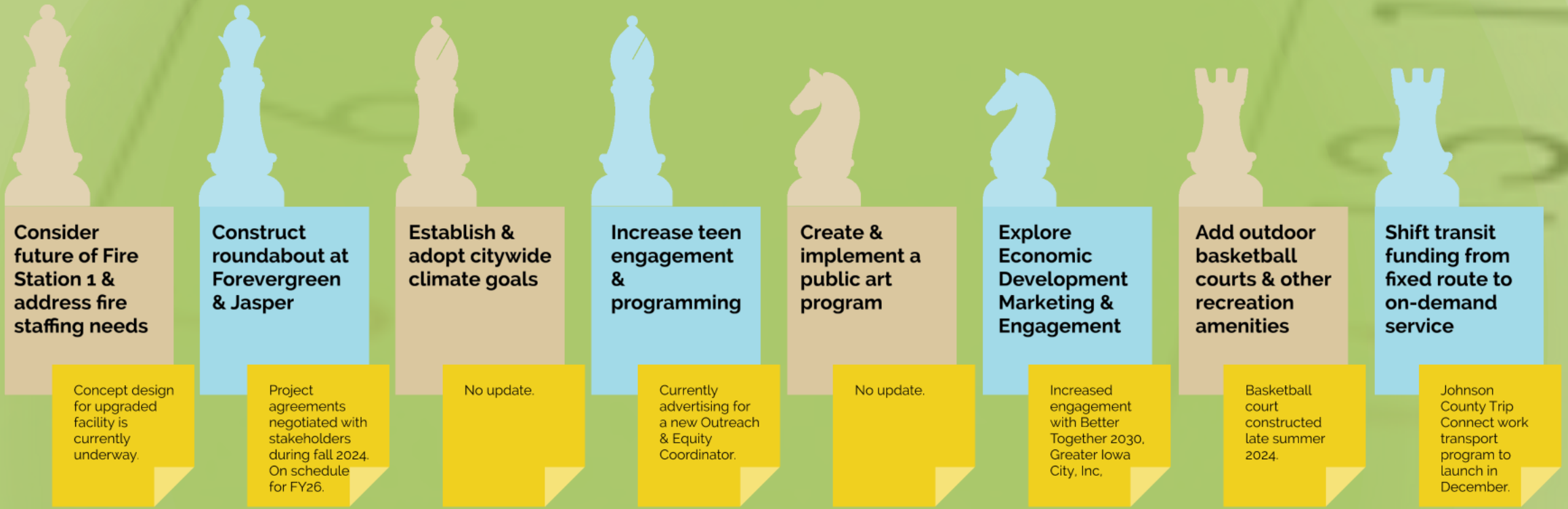
\$150,000

230th St Lift Station Piping

\$125,000

Jordan Well Cleaning

\$175,000



Projects Identified in the 2024-2026 Goals Report

Social Services



FY 23

\$210,555 requested

\$143,000 awarded

FY 24

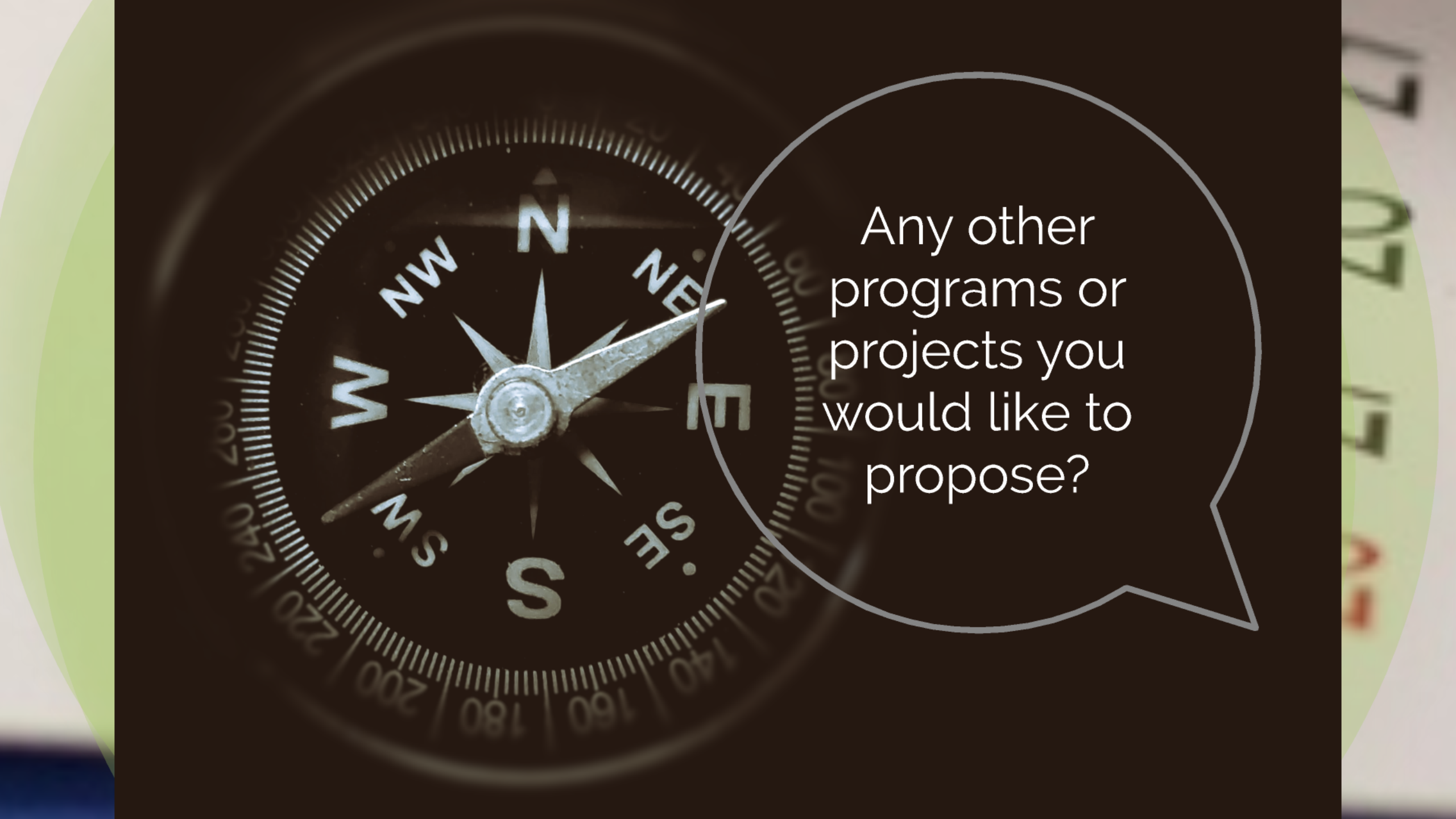
\$234,600 requested

\$155,000 awarded

FY 25

\$256,717 requested

\$170,000 awarded



Any other
programs or
projects you
would like to
propose?



Watts Rezoning



November 5, 2024

Chris Hoffman, Mayor
City of North Liberty
360 North Main Street
North Liberty IA 52317

Re: Request of Watts Development Group, Inc. for a zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 1.73 acres. The property is located on the south side of Denison Avenue approximately 300 feet west of South Alexander Way.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its November 5, 2024 meeting. The Planning Commission took the following action:

Finding:

1. The rezoning request from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the zoning map amendment (rezoning) to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Barry A'Hearn, Vice-Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **October 30, 2024**
 Re **Request of Watts Development Group, Inc. for a zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 1.73 acres. The property is located on the south side of Denison Avenue approximately 300 feet west of South Alexander Way.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo.

1. Request Summary:

The purpose of the request is to facilitate development of smaller lot single-unit dwellings on the west side of the future block.



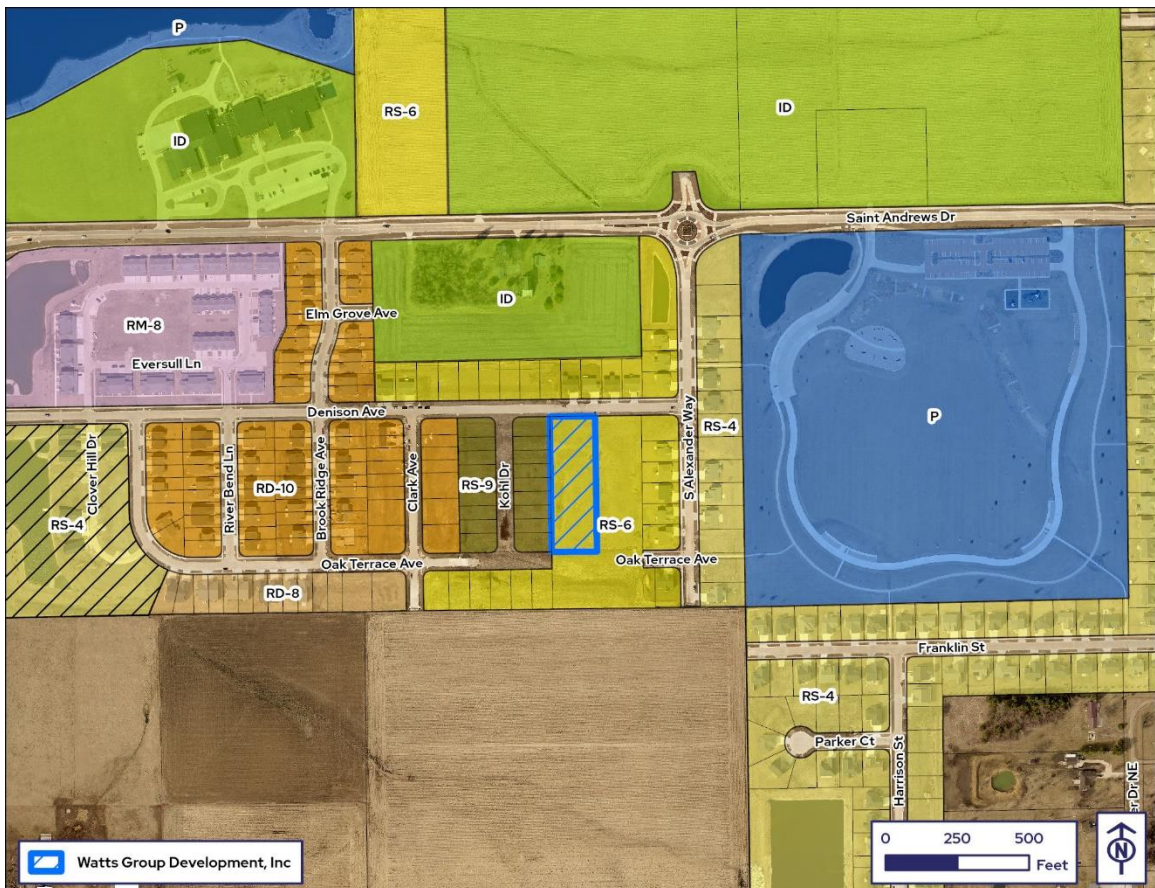
2. Current and Proposed Zoning:

Current Zoning

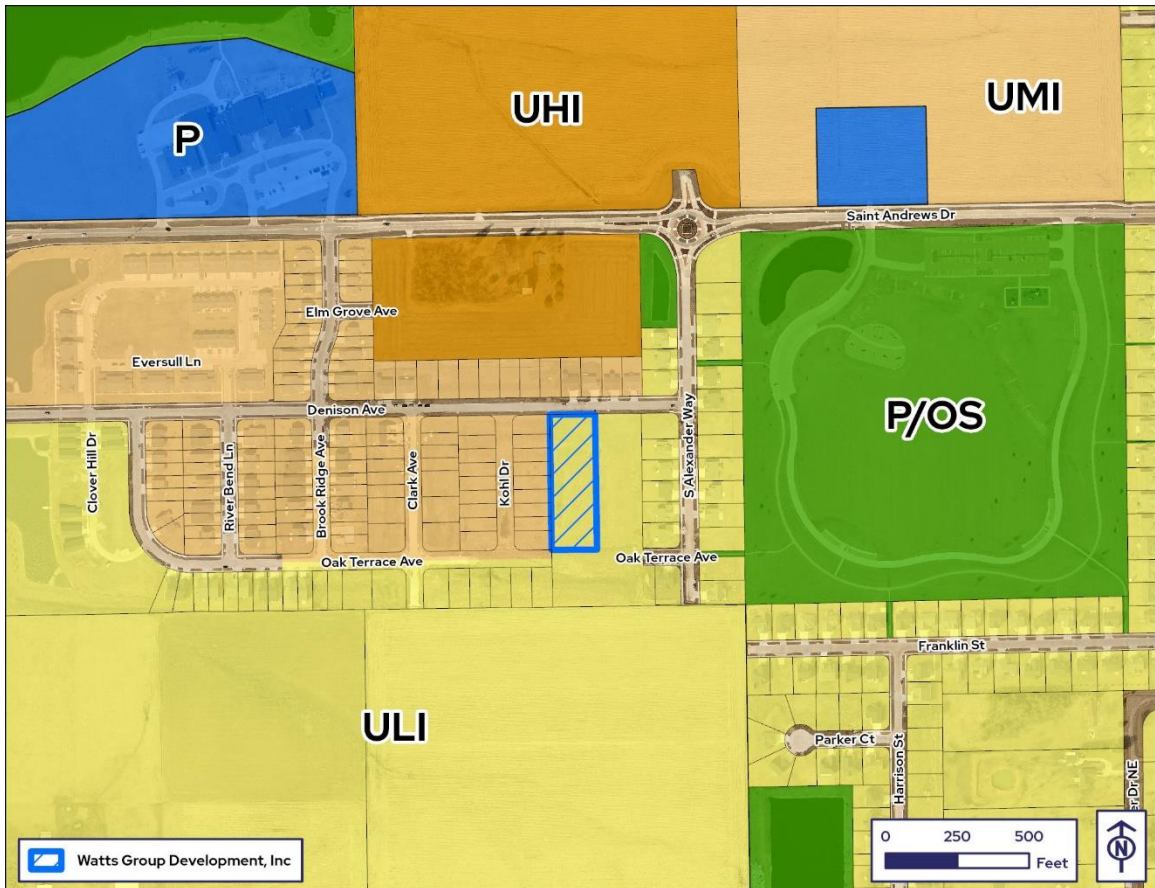
RS-6 Single-Unit Residence District. The RS-6 District is intended to provide for and maintain moderate density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-6 District.

Proposed Zoning

RS-9 Single-Unit Residence District. The RS-9 District is intended to provide for and maintain high-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-9 District.



3. Consistency with Comprehensive Plan:
Land Use Plan designation: Urban Low Intensity.



Urban Low Intensity Description

An efficient, walkable pattern of lower-density development. Compared to denser areas, ULI has more space and separation of uses, with farther distances between destinations and fewer shared amenities. Low-intensity areas can include a horizontal mix of primarily residential and limited non-residential uses at compatible lower densities and scales.

Residential

Emphasis on single-family detached and attached residential developments. Attached housing projects may primarily be at transition areas between arterial or collector streets, small scale commercial uses, and higher intensity districts.

Form and Features

- » General aggregate development density of 3 to 8 units per acre. Lot sizes can vary within developments to provide different housing types.
- » A framework of streets and open space should create neighborhoods and multiple access points for all types of transportation.
- » Open spaces, streets, and trail connections integrate with the larger community.

4. Public Input:

A virtual good neighbor meeting was held on October 21, 2024. No one outside of City staff and the applicant attended the meeting. There are no objections to the request.

5. Zoning Map Amendment Approval Standards

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

Map Amendments.

- (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

Figure 3.4 within Connected to Tomorrow was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial			●	●	●	○		
Parks and civic uses	●	●			●	○	●	●
Major public/civic facilities					○	○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review
*Dwelling Units per Acre

The RS-9 zoning allows a lot size of 4,500 square feet per dwelling unit (9.68 units/acre). Notably, the adopted Comprehensive Plan articulates the following (page 45) about Land Use boundaries:

Generalized land use locations and transitions: The boundaries between land uses on the map are “fuzzy” lines and are meant to show approximate areas for transition, rather than rigid boundaries.

- (b) The compatibility with the zoning of nearby property.
It is staff’s opinion that the proposed zoning would be compatible with nearby property.

(c) The compatibility with established neighborhood character.
It is staff's opinion that the proposed zoning would be compatible with established neighborhood character.

(d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
It is staff's opinion that the proposed zoning would promote the public health, safety, and welfare of the City.

(e) The extent to which the proposed amendment creates nonconformities.
It is staff's opinion that the proposed zoning would not create any nonconformities.

6. Additional Considerations:

There are none.

7. Staff Recommendation:

Finding:

1. The rezoning request from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 1.73 acres to the City Council with a recommendation for approval.

Suggested motion:

I move that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval.

Ordinance No. 2024-13

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RS-6 SINGLE-UNIT RESIDENCE DISTRICT TO RS-9 SINGLE-UNIT RESIDENCE DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended such that the below-described property (the "Property") is assigned a zoning designation of RS-9 Single-Unit Residence District:

BEGINNING at the Northeast Corner of The Preserve - Part Three A, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 67 at Page 109 of the Records of the Johnson County Recorder's Office; Thence N89°08'56"E, along the South Line of The Preserve - Part Five, in accordance with the Plat thereof Recorded in Plat Book 65 at Page 31 of the Records of the Johnson County Recorder's Office, 160.00 feet; Thence S00°51'44"E, 470.65 feet; Thence S89°08'16"W, 160.00 feet, to a Point on the East Line of said The Preserve - Part Three A; Thence N00°51'44"W, along said West Line, 470.65 feet, to the POINT OF BEGINNING. Said Rezoning Parcel contains 1.73 acres, and is subject to easements and restrictions of record.

SECTION 2. CONDITIONS IMPOSED. At the November 5, 2024, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

SECTION 3. 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 4. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. 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:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2024-13 in *The Gazette* on the ____ of _____, 2024.

TRACEY MULCAHEY, CITY CLERK



Liberty's Gate Lots 7 & 8 Rezoning



November 5, 2024

Chris Hoffman, Mayor
City of North Liberty
360 North Main Street
North Liberty IA 52317

Re: Request of Grand Rail Construction & Development for a zoning map amendment (rezoning) from C-1-B General Commercial District to C-2 Highway Commercial District on approximately 1.68 acres. The property is located on the south side of North Madison Ave approximately 350 feet east of Penn Court.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its November 5, 2024 meeting. The Planning Commission took the following action:

Finding:

1. The rezoning request from C-1-B General Commercial District to C-2 Highway Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the zoning map amendment (rezoning) to the City Council with a recommendation for approval.

The vote for approval was 4-0.

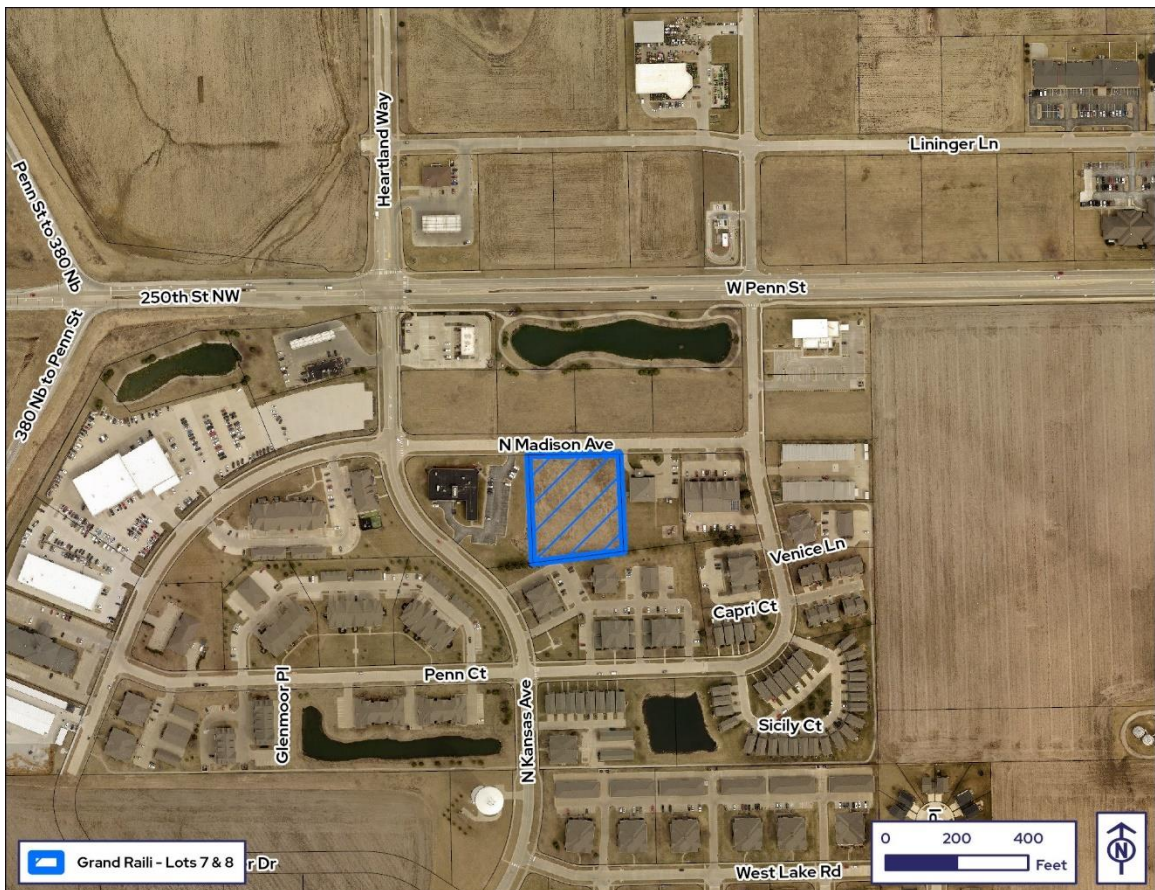
Barry A'Hearn, Vice-Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **October 30, 2024**
 Re **Request of Grand Rail Construction & Development for a zoning map amendment (rezoning) from C-1-B General Commercial District to C-2 Highway Commercial District and to approve a Preliminary Site Plan for 36-unit multi-dwelling housing building and related infrastructure on approximately 1.68 acres. The property is located on the south side of North Madison Ave approximately 350 feet east of Penn Court.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo.

- 1. Request Summary:** The request is to facilitate the development of a 36-unit multi-dwelling housing building and related infrastructure on approximately 1.68 acres



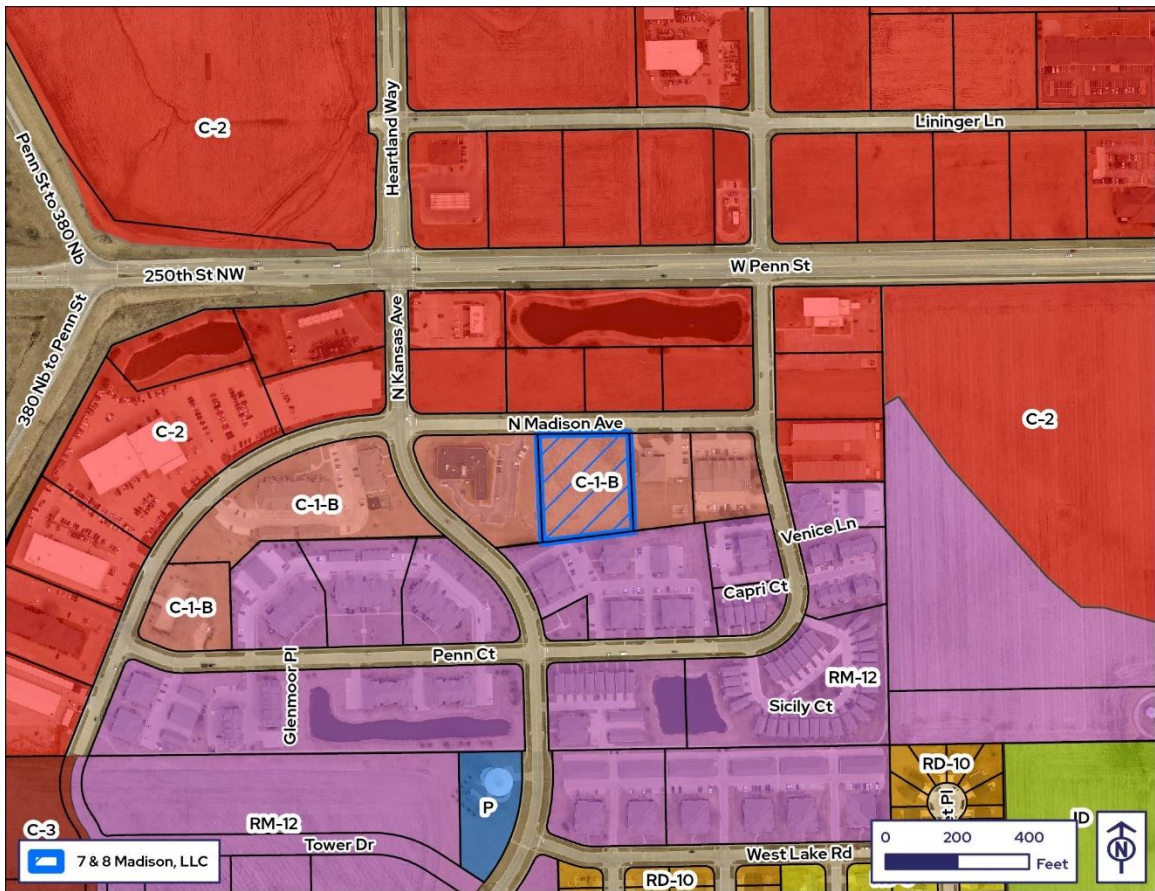
2. Current Zoning:

Current Zoning

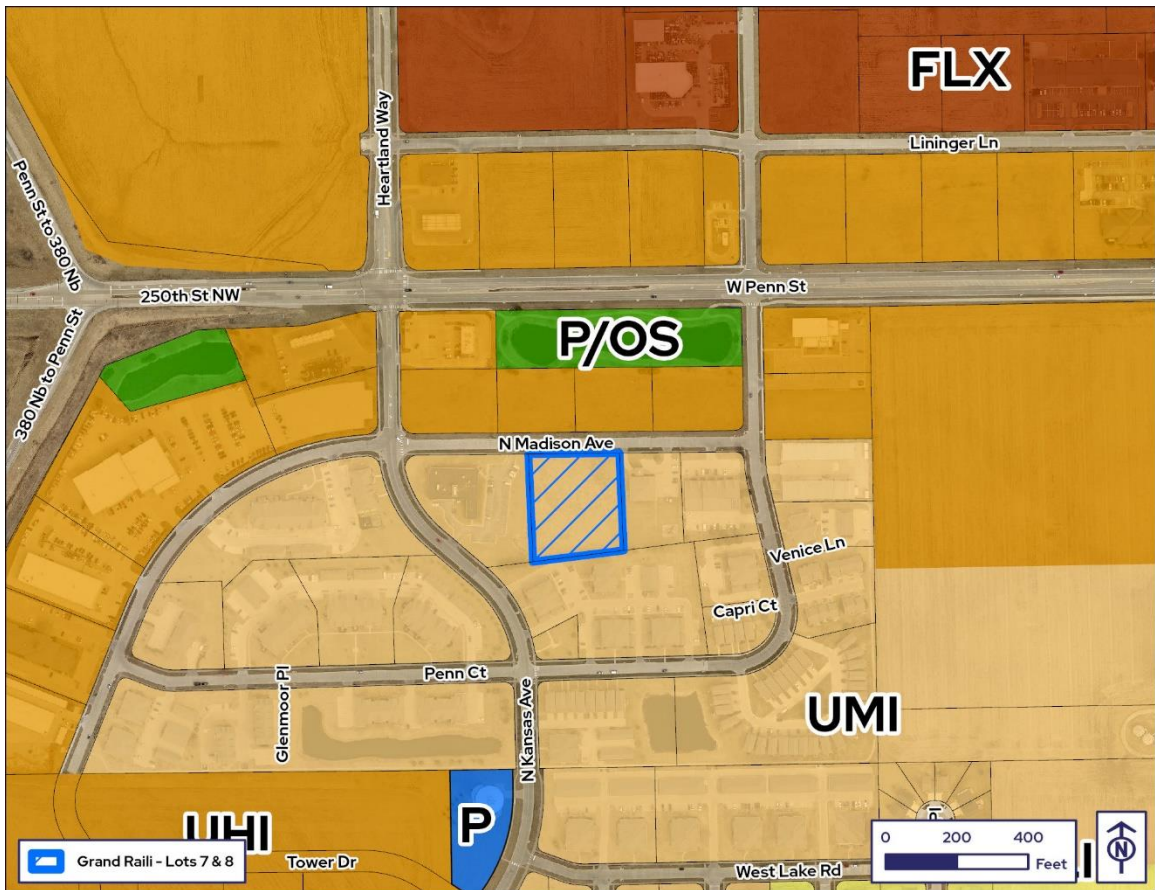
C-1-B General Commercial District. The C-1-B District is intended to provide for the uses established under the C-1-A Central Commercial District and other commercial uses which due to space requirements and the nature of operations are not suitable for location within a compact central commercial center. Setback and yard requirements are greater than under the C-1-A Central Commercial District.

Proposed Zoning

C-2 Highway Commercial District. The C-2 District is intended to provide for those commercial uses which may take particular advantage of a highway location and/or due to size or other nuisance constraints may be incompatible with the predominantly retail uses permitted in the C-1-A and C-1-B Commercial Districts, and whose service area is not confined to any one neighborhood or community.



3. Comprehensive Plan Future Land Use Map Designation: Urban Medium Intensity.



Urban Medium Intensity Description

More variety in housing arrangements and more allowance for activity areas that draw people from outside the immediate area for services or recreation. Increased intensity (compared to ULI) improves opportunities for economic activity and social interaction. Medium intensity areas include mostly a horizontal mix of residential and non-residential uses at compatible moderate densities and scale, although there may be opportunities for vertical mixed-use.

Residential

Uses include a variety of housing types that may be on smaller lots. Housing mix can include single-family detached homes, duplexes, townhomes, and multifamily buildings to create integrated neighborhoods.

Form and Features

- » General aggregate development density of 7 to 14 dwelling units per acre. Innovative designs should allow more public spaces than ULI.
- » Attached housing developments maintain the identity of the individual housing units.
- » High connectivity with multiple access points into neighborhoods. As compared to ULI, UMI encourages closer proximity between transportation, housing, and commercial services.

4. Public Input:

A virtual good neighbor meeting was held on October 21, 2024. A representative from the Chinese Church of Iowa City (abutting property to the east) and some general questions, which were appreciated. There are no objections to the request.

Staff also received correspondence from the multi-unit residential development to the south regarding the preservation of the existing landscape buffer on their property.

5. Zoning Map Amendment Approval Standards

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (ordinance language in italics and staff analysis in bold).

Map Amendments.

- (a) *The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.*

Figure 3.4 within *Connected to Tomorrow* was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial						○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities					○	○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review
*Dwelling Units per Acre

The property would be developed at a density of 21.42 units/acre. Notably, the adopted Comprehensive Plan articulates the following (page 45) about Land Use boundaries: Generalized land use locations and transitions: The boundaries between land uses on the map are “fuzzy” lines and are meant to show approximate areas for transition, rather than rigid boundaries.

The adjacent property to the north is designated Urban High Density Land Use designation to the north, so a higher density development is not out of character with this area.

(b) *The compatibility with the zoning of nearby property.*

The property is located adjacent to commercial development so higher density/intensity is not out of character with the area. RM-12 zoned and developed property is located to the south. Since the property would remain commercially zoned, a more intense landscape buffer is required adjacent to this development. It is staff's opinion that the proposed zoning would be compatible with nearby property.

(c) *The compatibility with established neighborhood character.*

It is staff's opinion that the proposed zoning would be compatible with established neighborhood character.

(d) *The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.*

It is staff's opinion that the proposed zoning would promote the public health, safety, and welfare of the City.

(e) *The extent to which the proposed amendment creates nonconformities.*

It is staff's opinion that the proposed zoning would not create any nonconformities.

6. Site Plan Approval Standards:

Section 165.05(2)(E) of the North Liberty Code of Ordinances sets forth the approval standards (ordinance language in *italics* and staff analysis in **bold**).

E. Approval Standards. The Planning Commission's recommendation to the City Council and the City Council's decision to approve or disapprove a preliminary site plan shall be informed by the preliminary site plan's adherence to the following standards:

(1) *The consistency of the preliminary site plan with all adopted ordinances and regulations.*

See analysis below.

(2) *The consistency of the proposed land use with the Comprehensive Plan and any adopted land use policies. The submission of a preliminary site plan which proposes one or more uses inconsistent with the City's Future Land Use Map creates a rebuttable presumption that said use or uses are inharmonious with surrounding properties and incompatible with orderly development and redevelopment.*

The C-2 District is consistent with the UHM Land Use Map designation.

Analysis of adopted ordinances and regulations.

Section 168.07 of the North Liberty Code of Ordinances for some potential uses of the property.

Dwelling – Multiple–Unit.

- A. Defined. Multiple–Unit Dwelling means a structure containing three or more attached dwelling units used for residential occupancy. A multiple–unit dwelling does not include a townhouse dwelling.
- B. Use Standards.
- (1) Buildings must be designed with consistent materials and treatments that wrap around all building elevations. There must be a unifying architectural theme for the entire multi-unit development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
 - (2) Building facades must include windows, projected or recessed entrances, overhangs, and other architectural features. Three–dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a facade.
 - (3) Minimum required masonry on front and corner side yard building elevations in residential districts is 25%.
 - (4) To the maximum extent permitted by Iowa Code § 414.1(1)(h), minimum required masonry on front and corner side yard building elevations in residential districts is 25%.
 - (5) Buildings shall be oriented to the best extent possible so that attached garages doors do not face the public right-of-way.
 - (6) Additional Commercial district design standards.
 - (a) Roofs shall be designed to be generally flat and shall be concealed from view by use of parapet walls or other architectural methods. Portions of roofs that are curved or pitched may be allowed as architectural accents but shall not be used as the primary roof design.

Section 165.05(2)(D) of the North Liberty Code of Ordinances entitled, "Preliminary Site Review" sets forth the submission requirements (ordinance language in *italics* and staff analysis in **bold**).

- *Date, north arrow and graphic scale.* **Provided.**
- *The property owner's name and description of proposed development.* **Provided.**
- *A vicinity sketch showing the location of the property and other properties within 1,000 feet of it.* **Provided.**
- *Property boundary lines, dimensions, and total area.* **Provided.**
- *Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing topography shall be illustrated on a separate map and the proposed finished topography shown on the site plan.* **Provided.**
- *The location of existing streets, sidewalks, easements, utilities, drainage courses.* **Provided.**
- *The total square feet of building floor area, both individually and collectively.* **Provided.**

- *All structures and major features shall be fully dimensioned including distance between structures, distance between driveways, parking areas, property lines and building height.* **Provided.**
- *Off-street parking areas, ingress and egress to the property, number of parking spaces proposed, number of parking spaces required by this code and type of surfacing.* **Provided.**
- *Pedestrian walkways with special consideration given to pedestrian safety.* **Provided.**
- *Trash and refuse enclosures.* **Provided.**
- *The general drainage pattern and location of storm water detention features.* **Provided.**
- *The general location, type and size of landscaping and ground cover illustrated in color perspective.* **Provided.**
- *A rendering, elevation or photo of the proposed development.* **Provided.**

North Liberty Code of Ordinances Section 169.10 entitled, "Design Standards" sets forth certain design standards.

Requirements for All Districts (ordinance language in *italics* and staff analysis in **bold**).

- *Building design shall be visually harmonious and compatible with the neighborhood character.*
- *Buildings located on property with double frontages shall have similar wall design facing both streets.*
- *Except for RS RD, R-MH and ID districts, color schemes shall be primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. Earth tone colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.*
- *Except in the R-MH district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs and there shall be a minimum roof overhang at the eaves of 12 inches. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs shall not be corrugated or similar appearance. The color of the roof shall be visually harmonious and compatible with the building color scheme.*

It is staff's opinion that the site plan achieves consistency with the aforementioned design standards.

Requirements for Development in Commercial Districts (ordinance language in *italics*).

- *Design. To achieve appealing aesthetic design through high quality architecture and construction, with attention to placement, relationship, and orientation of structures and amenities to provide both internal cohesiveness and compatibility with surrounding uses.*
- *Walkability. To achieve overall development patterns that encourage walking and reduce dependence on the automobile to travel from one business to another, and so reduces the dominance of the automobile within the development.*

- *Human-scale Activity.* To achieve a sense of place by emphasizing pedestrian interaction with commercial uses rather than sprawling automobile-dominated designs, both in building architecture and public or private outdoor areas.
- *Compatible Uses.* To achieve the right blend of uses, compact and well-designed, that complement each other and provide cohesive overall developments.
- *Materials.* Minimum required masonry on all building elevations is 60%. Exterior walls not composed of masonry products shall not be covered with ribbed.

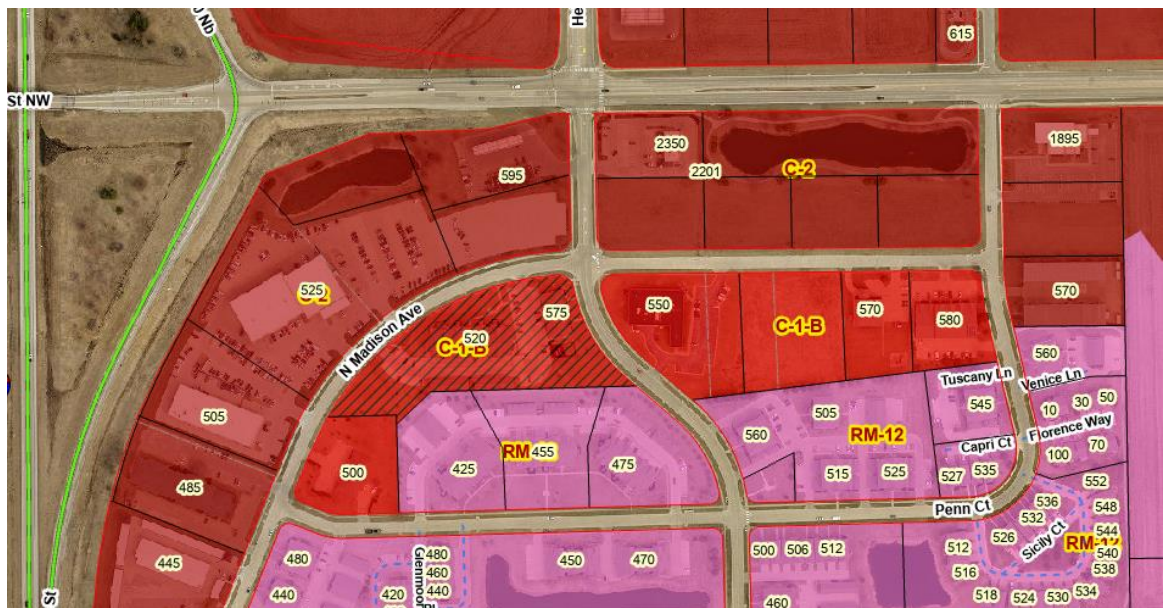
It is staff’s opinion that the site plan achieves consistency with the aforementioned design standards.

6. Additional information:

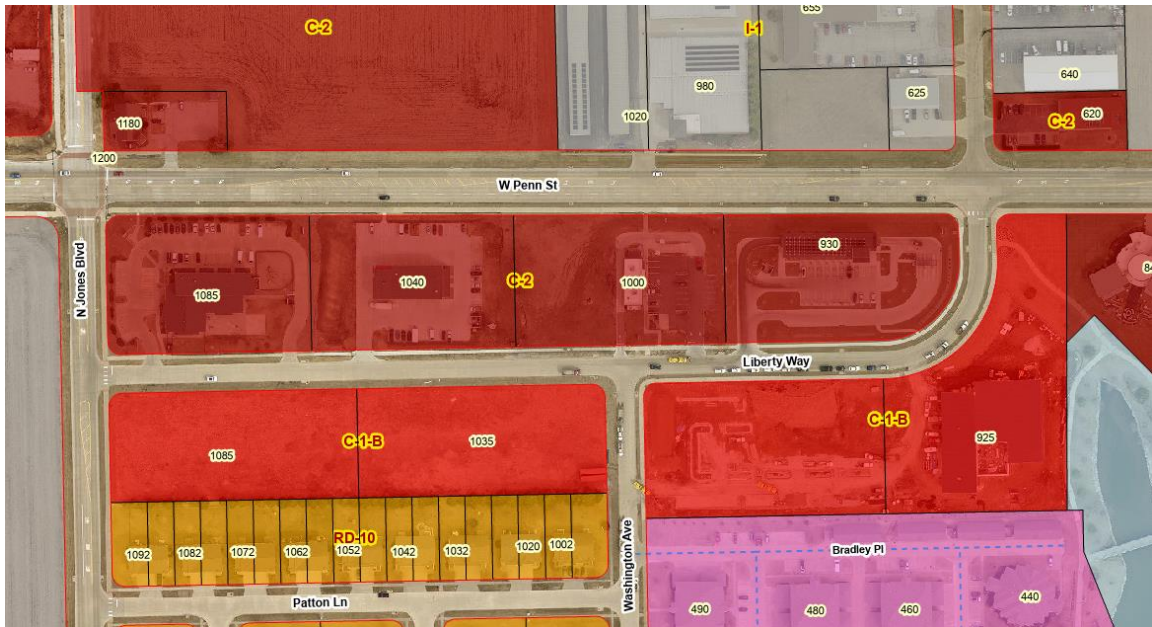
Staff has been working over the past several years to modernize zoning regulations by adapting to land use trends and best planning practices. In 2023, the C-2-A and C-2-B Districts were combined into the C-2 District.

Staff envisions proposing changes to the C-1-A and C-1-B Districts as well. The C-1-A District could become the C-1 District, which would be appropriate for Old Town commercial development. An example of this development is the Heyn’s/Naomi’s and Sugar Bottom Bikes buildings. The C-1-B District could become more of a light commercial/office commercial district, perhaps without the allowance for retail commercial. An example of this development is the North Liberty Pharmacy building across from the Community Center.

Attached to this report is the Zoning Ordinance Use Table comparing the C-1-B and C-2 Districts. This a “second level” commercial location, where retail commercial may be appropriate. For example, 500 N Madison Ave is a pet store. It is staff’s opinion that the C-2 zoning is appropriate in the location of the C-1-B zoned properties shown below.



Another location where it is staff's opinion that the C-2 zoning is appropriate in the location of the C-1-B zoned properties shown below.



7. Staff Recommendation:

Findings:

1. The rezoning request from C-1-B General Commercial District to C-2 Highway Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.
2. The preliminary site plan would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed findings and forward the request for a zoning map amendment (rezoning) from C-1-B General Commercial District to C-2 Highway Commercial District and to approve a Preliminary Site Plan for 36-unit multi-dwelling housing building and related infrastructure on approximately 1.68 acres to the City Council with a recommendation for approval.

Suggested motion:

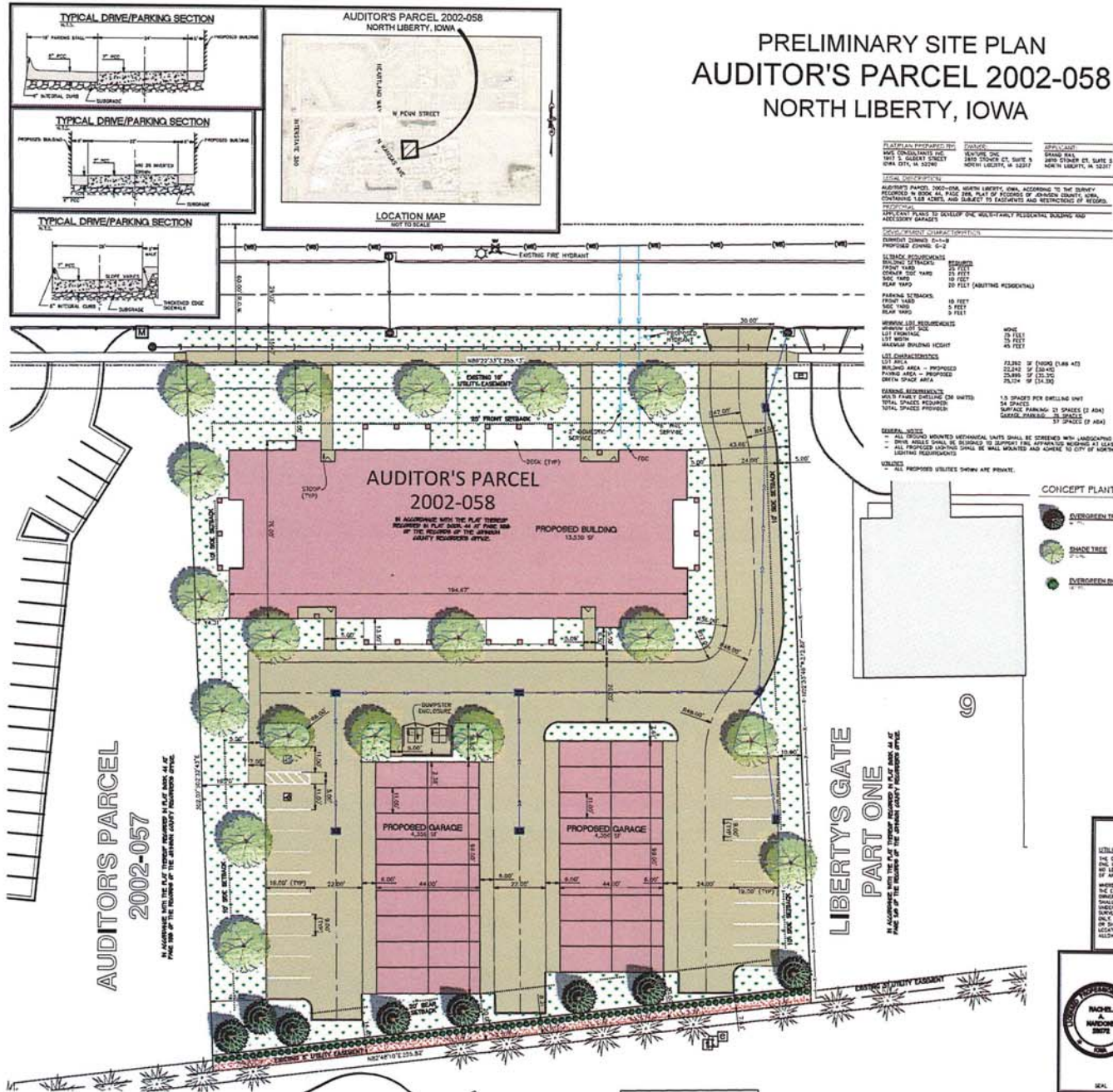
I move that the Planning Commission accept the listed findings and forward the zoning map amendment (rezoning) and preliminary site plan to the City Council with a recommendation for approval.

Table 168.06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2	C-3	OR/P	I-1	I-2	I-P	P
1. Amusement Facility – Indoor						C	P	P	P					
2. Animal Care Facility						P	P	P			P			
3. Art Gallery						P	P	P	P					
4. Arts and Fitness Studio						P	P	P	P					
5. Bar						P	P	P	P		P		P	
6. Body Art Establishment								P						
7. Brewery-Micro						P	P	P	P				P	
8. Broadcasting Studio								P	P				P	P
9. Building Trades and Services								P	P		P		P	
10. Car Wash								P						
11. Child Care Center						P	P	P	P	P			P	P
12. Community Center						P	P	P	P				P	P
13. Community Pantry	C	C	C	C		C	P	P						
14. Cultural Facility						P	P	P	P					P
15. Distillery, Micro						P	P	P	P				P	
16. Drive-Through Facility						C	P	P	P	P			P	
17. Dwelling – Mixed Use						P	P	P	P					
18. Dwelling – Multiple-Unit				P				P	P					
19. Dwelling – Townhouse				P				P						
20. Educational Facility – Primary	P	P	P	P		P	P	P	P					P
21. Educational Facility – Secondary	P	P	P	P		P	P	P	P					P
22. Educational Facility – Vocational						C	P	P	P		P		P	
23. Financial Institution						P	P	P	P				P	
24. Fueling Station							P	P	P		P		P	
25. Fulfillment Center, Micro								C	C		P			
26. Funeral Home								P						
27. Golf Course/Driving Range							P							P
28. Hotel						C	P	P	P	P			P	

Table 168.06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2	C-3	OR/P	I-1	I-2	I-P	P
<u>29.</u> Industrial Design							P	P	P		P		P	
<u>30.</u> Live Performance Venue						P	P	P	P				P	
<u>31.</u> Medical/Dental Office						P	P	P	P					
<u>32.</u> Office						P	P	P	P	P	P		P	P
<u>33.</u> Outdoor Seating						P	P	P	P				P	P
<u>34.</u> Park, Private	P	P	P	P	P	P	P	P	P	P			P	
<u>35.</u> Parking Lot (Principal Use)						C	P	P	P		P		P	P
<u>36.</u> Parking Structure (Principal Use)						C	P	P	P		P		P	P
<u>37.</u> Personal Services Establishment						P	P	P	P					
<u>38.</u> Place of Worship	P	P	P	P		P	P	P	P					
<u>39.</u> Private Club						P	P	P	P					
<u>40.</u> Research and Development								P	P	P	P		P	
<u>41.</u> Residential Care Facility				P			P	P	P					
<u>42.</u> Restaurant						P	P	P	P		P		P	P
<u>43.</u> Retail Good Establishment						P	P	P	P		P		P	
<u>44.</u> Self-Storage - Enclosed								P	P		P			
<u>45.</u> Self-Storage - Outdoor								C	C		P			
<u>46.</u> Specialty Food Service						P	P	P	P		P		P	
<u>47.</u> Utility (Sub)Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P
<u>48.</u> Vehicle Dealership, New and Used								P	P					
<u>49.</u> Vehicle Dealership, Used								C						
<u>50.</u> Vehicle Repair - Major								C			P			
<u>51.</u> Vehicle Repair - Minor								P			P			
<u>52.</u> Winery, Micro						P	P	P	P				P	



1.58 AC

CIVIL ENGINEERS
 LAND PLANNERS
 LAND SURVEYORS
 LANDSCAPE ARCHITECTS
 ENVIRONMENTAL SPECIALISTS

3017 E. GILBERT ST.
 IOWA CITY, IOWA 52242
 (319) 251-4262
 WWW.MMSCONSULTANTS.COM

Date: _____
 Revision: _____

PROJECT: P03 CITY COMMENTS BUILDING

PRELIMINARY SITE PLAN

AUDITOR'S PARCEL 2002-058
 NORTH LIBERTY
 JOHNSON COUNTY
 IOWA

IOWA ONE CALL

UTILITIES

MMS CONSULTANTS, INC.
 18/01/2024
 9925-024

Checked by: BAN Date: 18/01/2024
 Drawn by: BAN Date: 18/01/2024
 Checked by: HSH Date: 18/01/2024
 Project No: 9925-024

1

PRELIMINARY GRADING PLAN
AUDITOR'S PARCEL 2002-058
NORTH LIBERTY, IOWA

1.68 AC



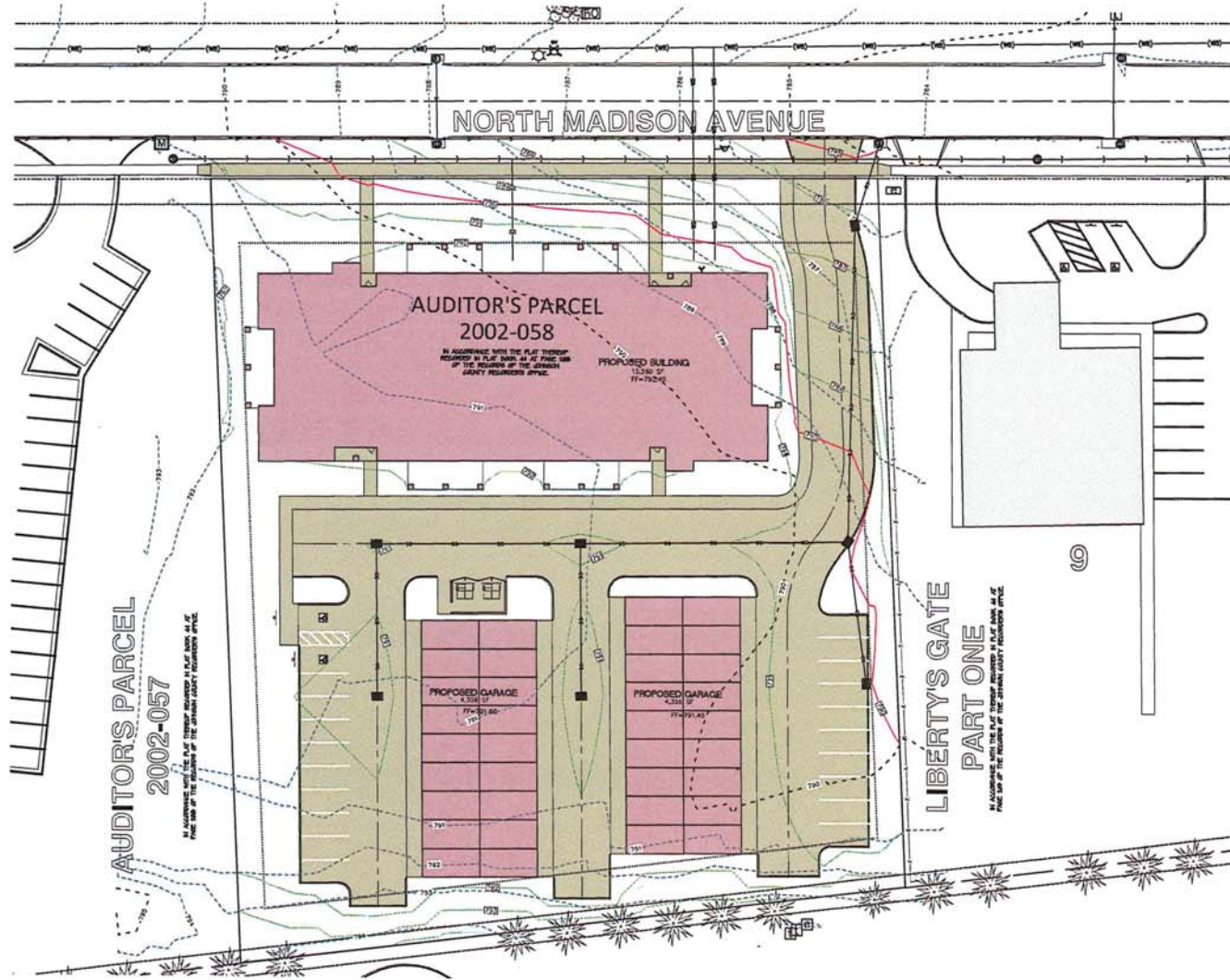
CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1817 E. GILBERT ST.
JOWA CITY, IOWA 52324
(515) 251-4282
WWW.MMSCONSULTANTS.COM

STANDARD LEGEND AND NOTES

---	PROPERTY AND BOUNDARY LINES
---	CONCRETE/PAVEMENT SECTION LINES
---	RIGHT-OF-WAY LINES
---	EXISTING RIGHT-OF-WAY LINES
---	EXISTING CURB LINES
---	EXISTING DRIVE LINES
---	EXISTING UTILITY LINES
---	EXISTING SANITARY LINES
---	EXISTING SEWER LINES
---	EXISTING WATER LINES
---	EXISTING GAS LINES
---	EXISTING TELEPHONE LINES
---	EXISTING CABLE LINES
---	EXISTING LIGHTNING LINES
---	EXISTING FENCE LINES
---	EXISTING EROSION CONTROL
---	EXISTING TREE LINES
---	EXISTING SCULPTURED TREES & SHRUBS
---	EXISTING DECIDUOUS TREES & SHRUBS

NOTES:

1. THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS SUBMITTAL.



PRELIMINARY GRADING PLAN

AUDITOR'S PARCEL 2002-058

NORTH LIBERTY JOHNSON COUNTY IOWA

UTILITIES
THE CONTRACTOR SHALL NOTIFY ONE CALL AT 811 OR 800/293-8889 48 HOURS IN ADVANCE OF ANY EXCAVATION.

IOWA ONE CALL

WHERE PUBLIC UTILITY FACILITIES ARE KNOWN OR SUSPECTED ON THE PLANS OR INDICATED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNER OF SUCH FACILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO SUCH FACILITIES FOR NECESSARY MAINTENANCE OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLACED HEREIN AND ARE SUBJECT TO CHANGE AND MODIFICATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF SUCH FACILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ONE CALL PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ONE CALL PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ONE CALL PRIOR TO ANY EXCAVATION.

MMS CONSULTANTS, INC.
1001/2024

Drawn by:	BAJ	Date:	11/20/24
Checked by:	MSJ	Sheet No.:	2
Project No.:	9925-024	at:	2



AA ENLARGED ELEVATION (PROPOSED)

SCALE: 1/4" = 1'-0"



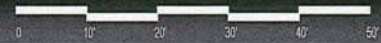
B SIDE ELEVATION (PROPOSED)

SCALE: 1/4" = 1'-0"



A FRONT ELEVATION (PROPOSED)

SCALE: 1/4" = 1'-0"



MADISON APARTMENTS

NORTH LIBERTY, IOWA

(32/36 UNITS)

9-19-2024

606 14TH AVE SW
CEDAR RAPIDS, IA 52404
319-365-1150

2425 N. LIBERTY RD.
SUITE 2407
BETTENDORF, IA 52722
562-359-3117

SELECT
STRUCTURAL
SELECT-STRUCTURAL.COM

DATE	BY	REVISIONS	DESCRIPTION

GRAND BAIL
CONSTRUCTION

32/36-FLEX (MULTIFAMILY)
MADISON AVE
NORTH LIBERTY, IOWA 52317
GRAND BAIL DEVELOPMENT

DATE:
DRAWN BY:
CHECKED BY:
APP'D BY:
JOB DATE:
JOB NO:

PROJECT:
EXTERIOR ELEVATIONS

DATE:
PAGE NO.
A-101

ARCHITECT: GRAND BAIL CONSTRUCTION INC. 1000 W. 14TH AVE. CEDAR RAPIDS, IA 52404

606 14TH AVE SW
CEDAR RAPIDS, IA 52404
319-365-1150

2435 HANBERLY RD.
SUITE 2405
BETTENDORF, IA 52222
563-359-2117



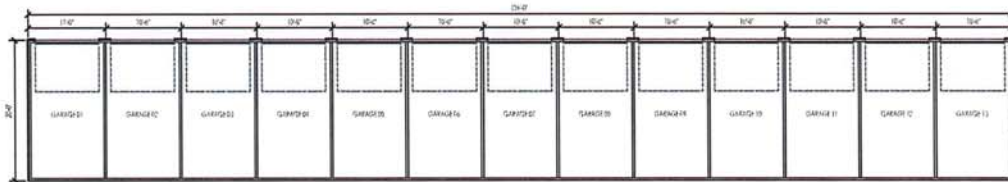
22 GARAGE FRONT ELEVATION (ALT.)
Scale: 1/8" = 1'-0"

23 SIDE ELEVATION (ALT.)
Scale: 1/8" = 1'-0"



20 GARAGE FRONT ELEVATION
Scale: 1/8" = 1'-0"

21 SIDE ELEVATION
Scale: 1/8" = 1'-0"



10 GARAGE FLOOR PLAN
SEE SITE PLAN FOR PRECISE CONFIGURATION LOCATION
Scale: 1/8" = 1'-0"

NO.	DATE	BY	REVISIONS	DESCRIPTION

THIS IS AN INSTRUMENT OF PROFESSIONAL SERVICE. IT IS THE PROPERTY OF SELECT STRUCTURAL COMPANY. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.

GRAND RAIL

32756-FLEX (MULTI-FAMILY)
MADISON AVE
NORTH LIBERTY, IOWA 52317
GRAND PEARL DEVELOPMENT

SHEET TITLE
GROUND FLOOR PLAN

DRAWN BY	
CHECKED BY	
DATE	
JOB NO.	

FIGURE NO. **A-100**

3/20/2024 10:45 AM C:\PROJECTS\2024\32756-FLEX\32756-FLEX-GROUND-FLOOR-PLAN.dwg

Ordinance No. 2024-14

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM C-1-B GENERAL COMMERCIAL DISTRICT TO C-2 HIGHWAY COMMERCIAL DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended such that the below-described property (the "Property") is assigned a zoning designation of C-2 Highway Commercial District:

That part of Lot 7 and all of Lot 8, Liberty's Gate Part One, to North Liberty, Iowa described as Auditor's Parcel 2002-0058 according to the Plat of Survey recorded in Book 44, Page 288, Plat Records of Johnson County. Said Rezoning Parcel contains 1.68 acres, more or less.

SECTION 2. CONDITIONS IMPOSED. At the November 5, 2024, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

SECTION 3. 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 4. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. 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:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2024-14 in *The Gazette* on the ____ of _____, 2024.

TRACEY MULCAHEY, CITY CLERK



Fire Station #2 Rezoning



November 5, 2024

Chris Hoffman, Mayor
City of North Liberty
360 North Main Street
North Liberty IA 52317

Re: Request of City of North Liberty for a zoning map amendment (rezoning) from ID Interim Development District to P Public District on approximately 3.0 acres. The property is located on the north side of Saint Andrews Boulevard approximately 400 feet west of South Alexander Way.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its November 5, 2024 meeting. The Planning Commission took the following action:

Finding:

1. The rezoning request from ID Interim Development District to P Public District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the zoning map amendment to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Barry A'Hearn, Vice-Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **October 30, 2024**
 Re **Request of City of North Liberty for a zoning map amendment (rezoning) from ID Interim Development District to P Public District on approximately 3.0 acres. The property is located on the north side of Saint Andrews Boulevard approximately 400 feet west of South Alexander Way.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo.

1. Request Summary:

The purpose of the request is to update the Zoning Map to reflect that the property is publicly owned and that a municipal building will be constructed in that location in the future.



2. Current and Proposed Zoning:

Current Zoning

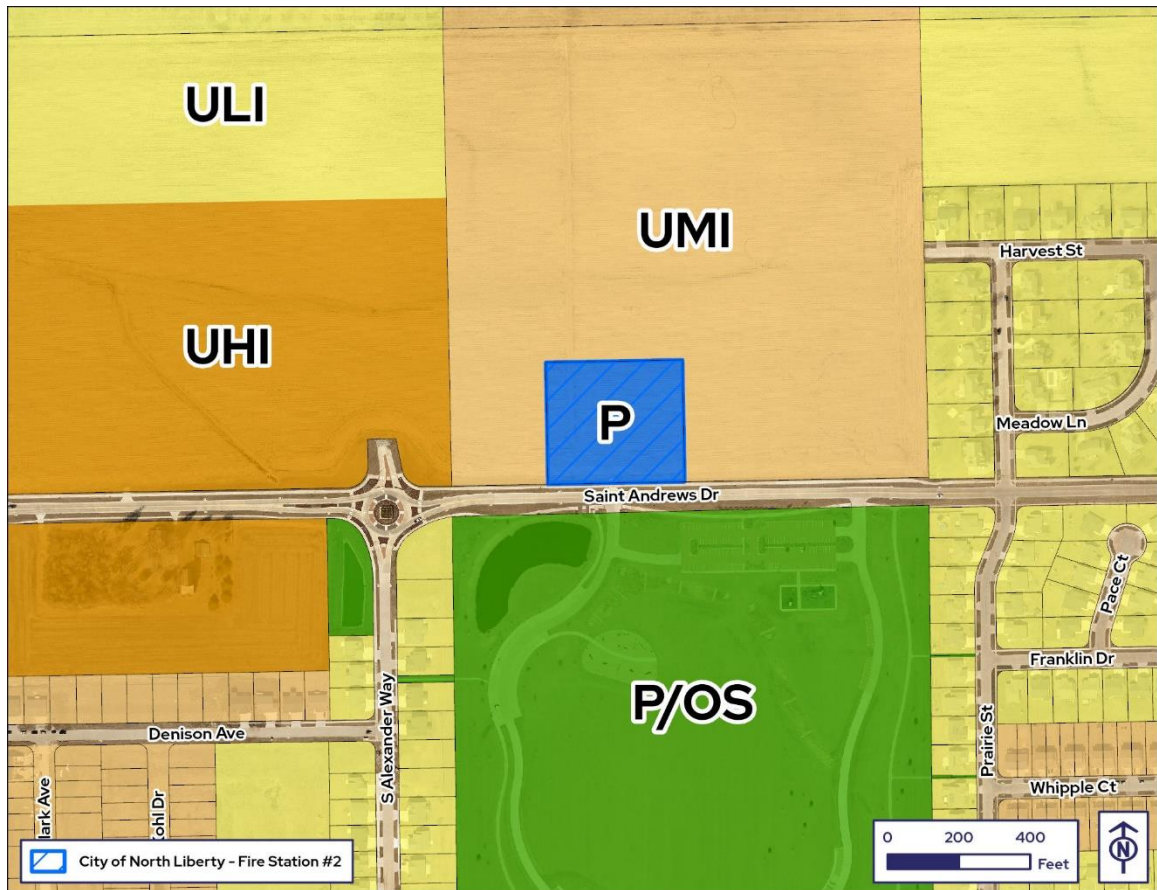
ID Interim Development District. The ID District is intended to preserve existing agriculture and other non-intensive uses to prevent premature development and non-orderly encroachment of higher intensity urban uses, and to help guide urban growth into suitable areas.

Proposed Zoning

P Public Use District. The P District is intended to provide space for public safety, administration, recreational, and community facilities.



3. Consistency with Comprehensive Plan: Public and Semi-Public.



Public and Semi-Public Description

To provide space for educational, institutional, assembly, and other public or semi-public uses with large footprints and attract vehicle and pedestrian traffic, including hospitals, schools, airports, libraries, and city hall.

Form and Features

- » The land use plan identifies the largest public and semi-public uses but these uses can be incorporated into any area if at a similar intensity and form of that district.
- » Reliable pedestrian connectivity is required for high traffic uses such as parks, schools, and public spaces.

4. Public Input:

Good neighbor meetings are not required for City-initiated rezonings. There is only one property owner (who is aware of the City's intentions) outside the City of North Liberty within 200' of the property. Notably, this location was the result of substantial public input from surround property owners. There are no objections to the request.

5. Zoning Map Amendment Approval Standards

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

Map Amendments.

- (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

Figure 3.4 within Connected to Tomorrow was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial						○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities					○	○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review
*Dwelling Units per Acre

It is staff's opinion that the proposed zoning would be compatible with the Comprehensive Plan and adopted land use policies.

- (b) The compatibility with the zoning of nearby property.

It is staff's opinion that the proposed zoning would be compatible with nearby property.

- (c) The compatibility with established neighborhood character.

It is staff's opinion that the proposed zoning would be compatible with established neighborhood character.

- (d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

It is staff's opinion that the proposed zoning would promote the public health, safety, and welfare of the City.

(e) The extent to which the proposed amendment creates nonconformities.
It is staff's opinion that the proposed zoning would not create any nonconformities.

6. Additional Considerations:

There are none.

7. Staff Recommendation:

Finding:

1. The rezoning request from ID Interim Development District to P Public District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment (rezoning) from ID Interim Development District to P Public District on approximately 3.0 acres to the City Council with a recommendation for approval.

Suggested motion:

I move that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval.

Ordinance No. 2024-15

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM ID INTERIM DEVELOPMENT DISTRICT TO P PUBLIC DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended such that the below-described property (the "Property") is assigned a zoning designation of P Public District:

That part of the Southwest Quarter of the Northeast Quarter of Section 14, 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 Southwest Comer of said Northeast Quarter; thence North 88°57'02" East 270.00 feet along the south line of said Northeast Quarter (assumed bearing for this description only); thence North 1002'58" West 45.00 feet to a point of intersection with the northerly right-of-way line of St. Andrews Drive, said point being the point of beginning, thence continuing North 1°02'58" West 341.00 feet; thence North 88°57'02" East 383.00 feet; thence South 1°02'58" East 341.00 feet to a point of intersection with the northerly right-of-way of said St. Andrews Drive; thence South 88°57'02" West 383.00 feet along said northly right-of-way to the point of beginning and containing 3.00 acres more or less.

SECTION 2. CONDITIONS IMPOSED. At the November 5, 2024, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

SECTION 3. 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 4. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. 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:

CHRIS HOFFMAN, MAYOR

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2024-15 in *The Gazette* on the ____ of _____, 2024.

TRACEY MULCAHEY, CITY CLERK



Liberty's Gate Lots 4, 5, & 6 Site Plan



November 5, 2024

Chris Hoffman, Mayor
City of North Liberty
360 North Main Street
North Liberty IA 52317

Re: Request of Grand Rail Construction & Development to approve a Preliminary Site Plan for a horizontal mixed-use development on 2.84 acres. The property is located at the northwest corner of North Madison Ave and Penn Court.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its November 5, 2024 meeting. The Planning Commission took the following action:

Finding:

1. The preliminary site plan would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the preliminary site plan to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Barry A'Hearn, Vice-Chairperson
City of North Liberty Planning Commission



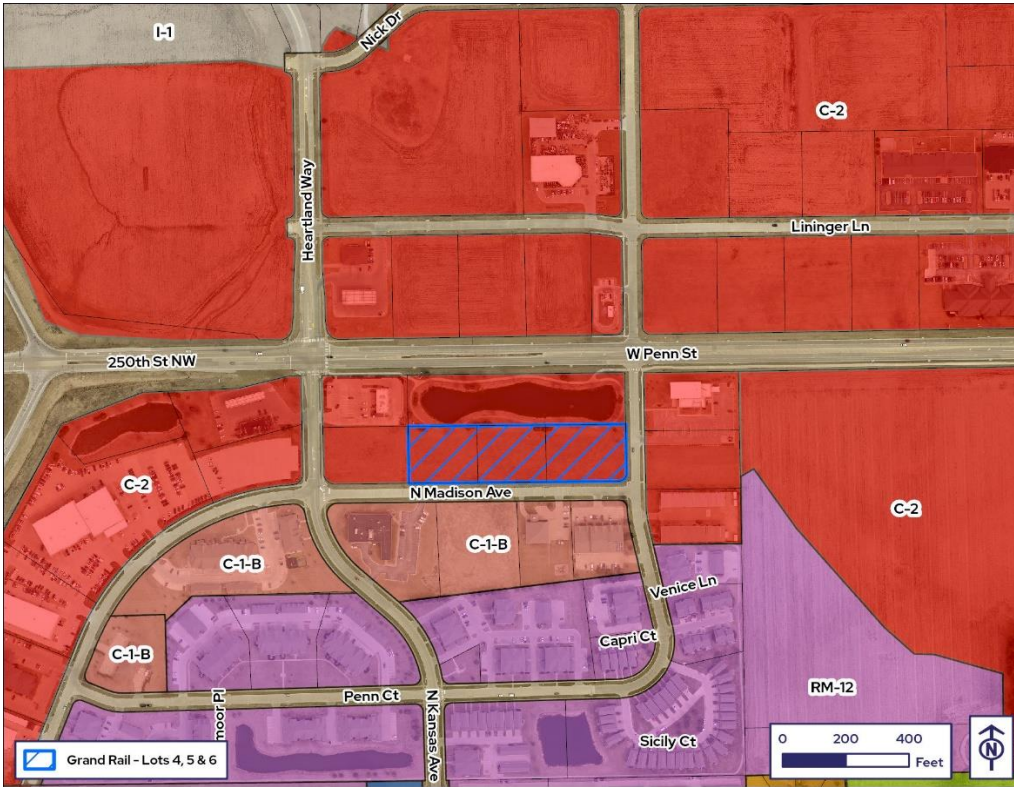
To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **October 30, 2024**
 Re **Request of Grand Rail Construction & Development to approve a Preliminary Site Plan for a horizontal mixed-use development on 2.84 acres. The property is located at the northwest corner of North Madison Ave and Penn Court.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo.

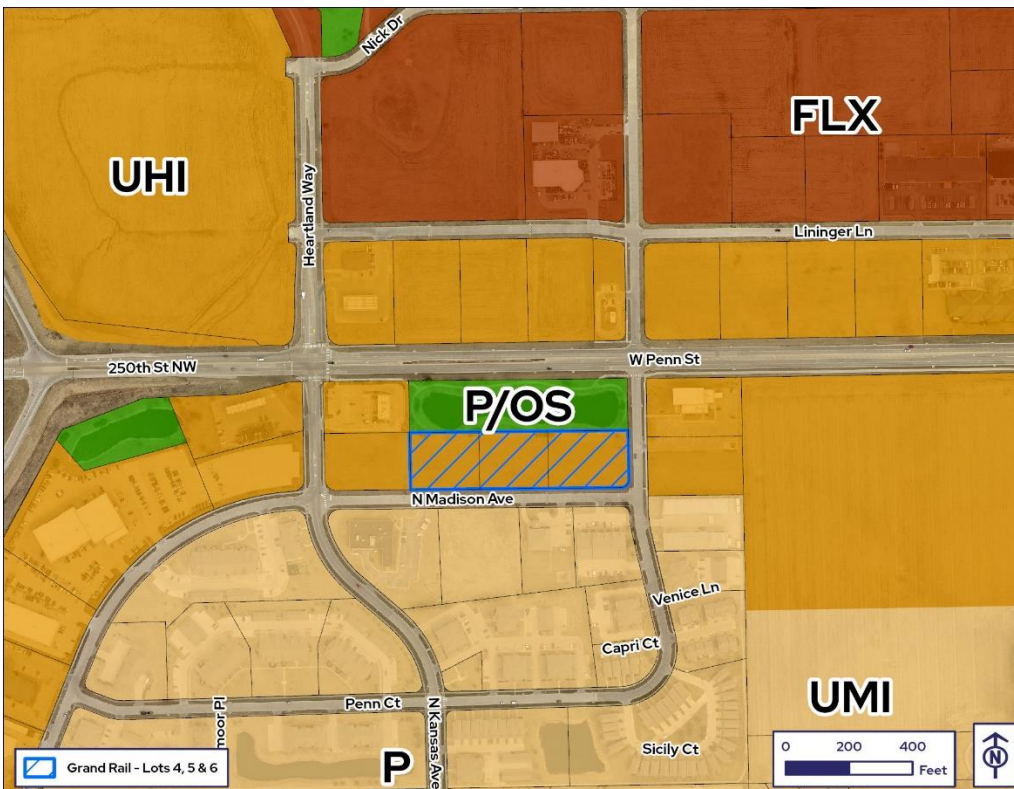
- Request Summary:** The site plan proposes two, three-story multi-unit buildings, a single-story multi-tenant commercial building and related infrastructure on approximately 2.84 acres.



2. Current Zoning: C-2 Highway Commercial District.



3. Comprehensive Plan Future Land Use Map Designation: Urban High Intensity.



4. Site Plan Approval Standards:

Section 165.05(2)(E) of the North Liberty Code of Ordinances sets forth the approval standards (ordinance language in *italics* and staff analysis in **bold**).

E. Approval Standards. The Planning Commission's recommendation to the City Council and the City Council's decision to approve or disapprove a preliminary site plan shall be informed by the preliminary site plan's adherence to the following standards:

(1) The consistency of the preliminary site plan with all adopted ordinances and regulations.

See analysis below.

(2) The consistency of the proposed land use with the Comprehensive Plan and any adopted land use policies. The submission of a preliminary site plan which proposes one or more uses inconsistent with the City's Future Land Use Map creates a rebuttable presumption that said use or uses are inharmonious with surrounding properties and incompatible with orderly development and redevelopment.

The C-2 District is consistent with the UHI Land Use Map designation.

Analysis of adopted ordinances and regulations.

Section 168.07 of the North Liberty Code of Ordinances for some potential uses of the property.

Dwelling – Multiple–Unit.

- A. Defined. Multiple–Unit Dwelling means a structure containing three or more attached dwelling units used for residential occupancy. A multiple–unit dwelling does not include a townhouse dwelling.
- B. Use Standards.
- (1) Buildings must be designed with consistent materials and treatments that wrap around all building elevations. There must be a unifying architectural theme for the entire multi-unit development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
 - (2) Building facades must include windows, projected or recessed entrances, overhangs, and other architectural features. Three–dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a facade.
 - (3) Minimum required masonry on front and corner side yard building elevations in residential districts is 25%.
 - (4) To the maximum extent permitted by Iowa Code § 414.1(1)(h), minimum required masonry on front and corner side yard building elevations in residential districts is 25%.
 - (5) Buildings shall be oriented to the best extent possible so that attached garages doors do not face the public right–of–way.

- (6) Additional Commercial district design standards.
 - (a) Roofs shall be designed to be generally flat and shall be concealed from view by use of parapet walls or other architectural methods. Portions of roofs that are curved or pitched may be allowed as architectural accents but shall not be used as the primary roof design.

The single-story multi-tenant commercial building may be one or more allowable uses in the C-2 District.

Section 165.05(2)(D) of the North Liberty Code of Ordinances entitled, "Preliminary Site Review" sets forth the submission requirements (ordinance language in *italics* and staff analysis in **bold**).

- *Date, north arrow and graphic scale.* **Provided.**
- *The property owner's name and description of proposed development.* **Provided.**
- *A vicinity sketch showing the location of the property and other properties within 1,000 feet of it.* **Provided.**
- *Property boundary lines, dimensions, and total area.* **Provided.**
- *Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing topography shall be illustrated on a separate map and the proposed finished topography shown on the site plan.* **Provided.**
- *The location of existing streets, sidewalks, easements, utilities, drainage courses.* **Provided.**
- *The total square feet of building floor area, both individually and collectively.* **Provided.**
- *All structures and major features shall be fully dimensioned including distance between structures, distance between driveways, parking areas, property lines and building height.* **Provided.**
- *Off-street parking areas, ingress and egress to the property, number of parking spaces proposed, number of parking spaces required by this code and type of surfacing.* **Provided.**
- *Pedestrian walkways with special consideration given to pedestrian safety.* **Provided.**
- *Trash and refuse enclosures.* **Provided.**
- *The general drainage pattern and location of storm water detention features.* **Provided.**
- *The general location, type and size of landscaping and ground cover illustrated in color perspective.* **Provided.**
- *A rendering, elevation or photo of the proposed development.* **Provided.**

North Liberty Code of Ordinances Section 169.10 entitled, "Design Standards" sets forth certain design standards.

Requirements for All Districts (ordinance language in *italics* and staff analysis in **bold**).

- *Building design shall be visually harmonious and compatible with the neighborhood character.*
- *Buildings located on property with double frontages shall have similar wall design facing both streets.*
- *Except for RS RD, R-MH and ID districts, color schemes shall be primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. Earth tone colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.*
- *Except in the R-MH district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs and there shall be a minimum roof overhang at the eaves of 12 inches. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs shall not be corrugated or similar appearance. The color of the roof shall be visually harmonious and compatible with the building color scheme.*

It is staff's opinion that the site plan achieves consistency with the aforementioned design standards.

Requirements for Development in Commercial Districts (ordinance language in *italics*).

- *Design. To achieve appealing aesthetic design through high quality architecture and construction, with attention to placement, relationship, and orientation of structures and amenities to provide both internal cohesiveness and compatibility with surrounding uses.*
- *Walkability. To achieve overall development patterns that encourage walking and reduce dependence on the automobile to travel from one business to another, and so reduces the dominance of the automobile within the development.*
- *Human-scale Activity. To achieve a sense of place by emphasizing pedestrian interaction with commercial uses rather than sprawling automobile-dominated designs, both in building architecture and public or private outdoor areas.*
- *Compatible Uses. To achieve the right blend of uses, compact and well-designed, that complement each other and provide cohesive overall developments.*
- *Materials. Minimum required masonry on all building elevations is 60%. Exterior walls not composed of masonry products shall not be covered with ribbed.*

It is staff's opinion that the site plan achieves consistency with the aforementioned design standards.

5. Additional information:

This site plan is a direct result of recent changes to the Zoning Ordinance allowing multi-unit residential buildings as permitted in the C-2 District. Previously, a similar horizontal mixed-use development would have necessitated a rezoning in the form of a Planned Area Development.

There are a couple of details that will need to be addressed during the review of the construction site plan, including:

1. City-owned warning siren on the property.
2. Pond trail extending onto the property.
3. Pond trail as the City sidewalk adjacent to the Penn Court.

6. Staff Recommendation:

Finding:

1. The preliminary site plan would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request to approve a preliminary site plan for a horizontal mixed-use development on 2.84 acres to the City Council with a recommendation for approval.

Suggested motion:

I move that the Planning Commission accept the listed finding and forward the preliminary site plan to the City Council with a recommendation for approval.



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52242
(319) 351-6222
www.mmsconsultants.net

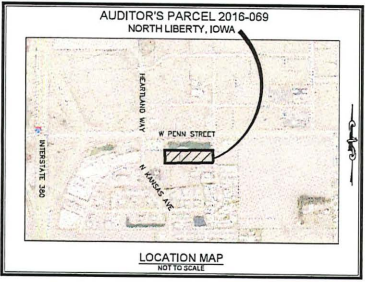
Date: 10/25/24 Revision: PER CITY COMMENTS - 04/24/25

PRELIMINARY
SITE PLAN

AUDITOR'S PARCEL
2016-069
NORTH LIBERTY JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.
Date: 10/01/2024
Project No: 20072
Drawn by: RAN
Checked by: HEH
Project No: 9925-023
Sheet No: 1
of 2

PRELIMINARY SITE PLAN AUDITOR'S PARCEL 2016-069 NORTH LIBERTY, IOWA



LANDSCAPE REQUIREMENTS

PARKING LOT LANDSCAPE:
TREES SHALL BE PLANTED TO FORM A CONTINUOUS URBAN FOREST OF 4% MINIMUM.
1. SHED TREES FOR 2.0% OF TOTAL LANDSCAPE AREA
- 13.642 / 673.24 / 130 = 4 TREES REQUIRED
- 13.642 / 673.24 / 130 = 9 TREES REQUIRED
- 13.642 / 673.24 / 130 = 4 TREES REQUIRED
- 13.642 / 673.24 / 130 = 4 TREES REQUIRED

PARKING LOT INTERIOR:
TREES SHALL BE PLANTED IN A PARKING LOT ISLAND OR LANDSCAPE AREA.
1. PARKING LOT ISLANDS MUST BE PROVIDED FOR EVERY 15 PARKING SPACES.
1. TREES MUST BE PROVIDED IN EVERY PARKING LOT ISLAND OR LANDSCAPE AREA.

QUALITY TREE:
TREES SHALL BE 7.50 SF OF MULTI-LAYERED LEAFY CANOPY (MFLC) / 750 = 25 TREES REQUIRED
1. TREE FOR EVERY 2,000 SF OF CONVECTIONAL BUILDING FOOTPRINT
- 5,000 / 2,000 = 2 TREES REQUIRED
TOTAL = 28 TREES REQUIRED

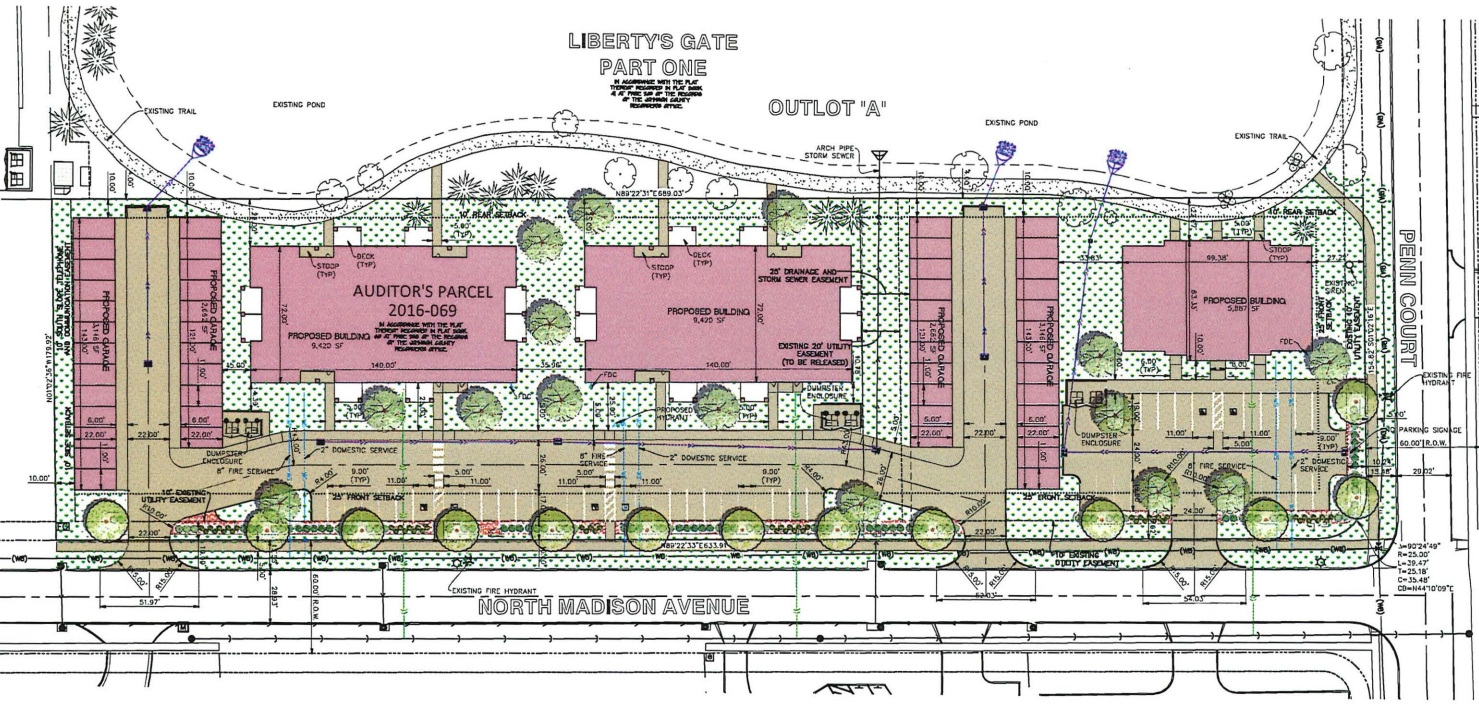
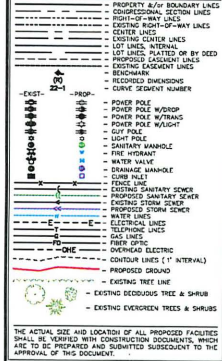
CONCEPT PLANT SCHEDULE

	SHADE TREE 12" CAL	15
	STREET TREE 12" CAL	13
	DECIDUOUS SHRUB 18" H	72
	EVERGREEN SHRUB 18" H	25
	ORNAMENTAL GRASS 18" H	50

LANDSCAPE LEGEND



STANDARD LEGEND AND NOTES



PLAT PLAN PREPARED BY: MMS CONSULTANTS, INC.
DATE: 10/25/24
CITY: NORTH LIBERTY, IA 52317

APPLICANT: SHAWN HALL
PROJECT: AUDITOR'S PARCEL 2016-069

LOCAL ORDINANCES:
AUDITOR'S PARCEL 2016-069, NORTH LIBERTY, IOWA ACCORDING TO THE SURVEY CONTAINING 2.84 ACRES AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

REQUIREMENTS:
CURRENT ZONING: C-2

SETBACK REQUIREMENTS:
FRONT YARD: 25 FEET
REAR YARD: 10 FEET
SIDE YARD: 5 FEET

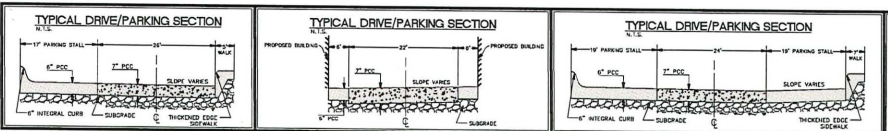
MINIMUM LOT REQUIREMENTS:
LOT FRONTAGE: 30 FEET
LOT MINIMUM BUILDING HEIGHT: 45 FEET

LOT CHARACTERISTICS:
TOTAL SPACES PROVIDED: 48 SPACES

PARKING REQUIREMENTS:
MINIMUM 1 SPACE PER 200 SF OF GROSS FLOOR AREA
MINIMUM 1.5 PER DWELLING UNIT
MINIMUM 1.5 PER 1,000 SF OF GROSS FLOOR AREA

GENERAL NOTES:
ALL GROUND MOUNTED MECHANICAL UNITS SHALL BE SERVICED WITH LANDSCAPING.
ALL LIGHTING SHALL BE DESIGNED TO SUPPORT THE APPROPRIATE LIGHTING AT LEAST 25.00' HIGH.

UTILITIES:
THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800-272-8888 NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.
WHERE PUBLIC UTILITY FEATURES ARE SHOWN AS EXISTING ON THE PLANS OR DISCOVERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNER OF THESE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THESE UTILITIES FROM RECORD DRAWINGS, SURVEY UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEY AND RECORDS, AND THEREFORE THEIR LOCATION MUST BE CONSIDERED APPROXIMATE. ONLY IF IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESIDENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESEARCH, IDENTIFY, LOCATE AND EXACT LOCATION AND TO AVOID DAMAGE. HAZARDOUS NO DANGERS FOR ADDITIONAL INFORMATION WILL BE ALLOTTED TO THE CONTRACTOR FOR ANY INFORMATION FOR DELAY CAUSED BY 2000 HOUR.



1. I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

RACHEL A. HANCOCK
P.E. Iowa Lic. No. 28072
October 21, 2024

THIS SHEET IS COVERED BY THIS SEAL

PRELIMINARY GRADING PLAN
 AUDITOR'S PARCEL 2016-069
 NORTH LIBERTY, IOWA

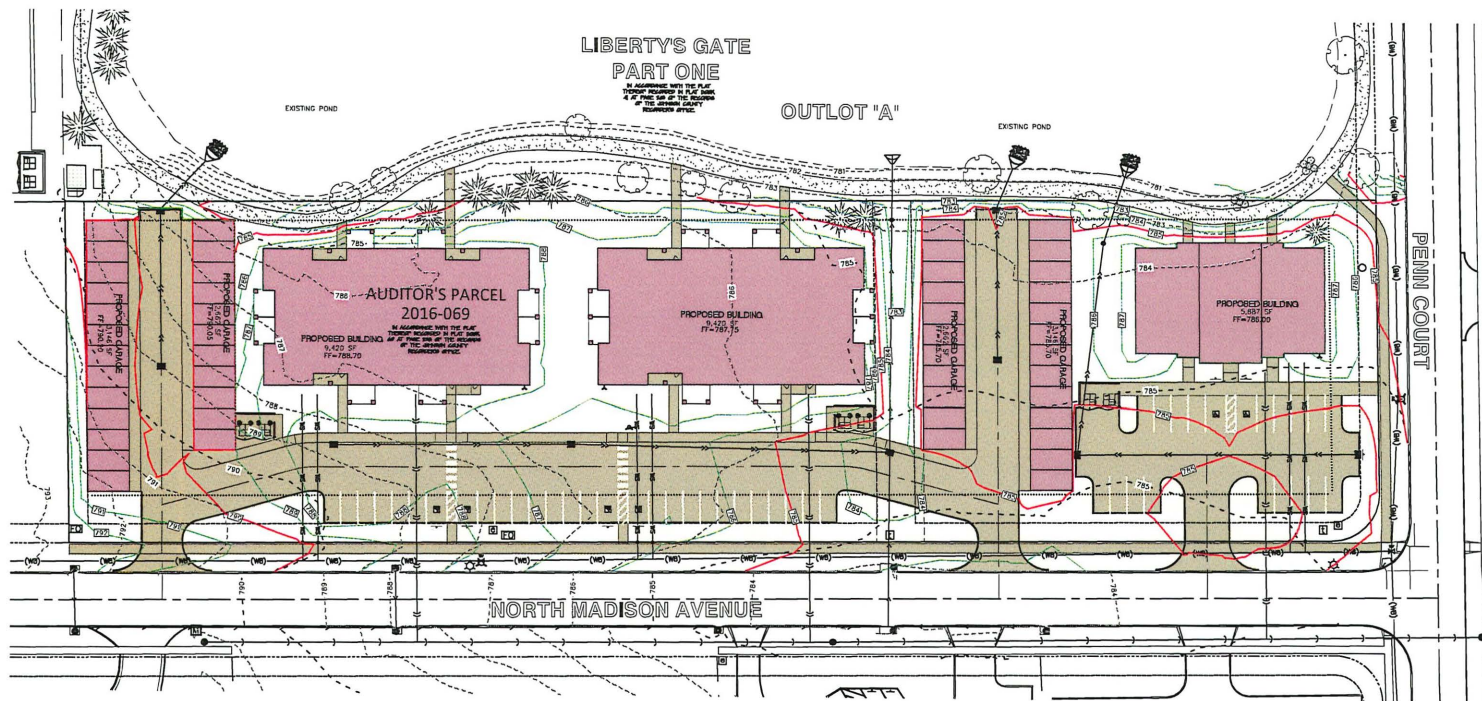
2.84 AC



CIVIL ENGINEERS
 LAND PLANNERS
 LAND SURVEYORS
 LANDSCAPE ARCHITECTS
 ENVIRONMENTAL SPECIALISTS
 817 S. GILBERT ST.
 IOWA CITY, IOWA 52240
 (319) 351-1232
 www.mmsconsultants.net

STANDARD LEGEND AND NOTES	
---	PROPERTY &/or BOUNDARY LINES
---	CONVEYANCING SECTION LINES
---	RIGHT-OF-WAY LINES
---	EXISTING RIGHT-OF-WAY LINES
---	CENTER LINES
---	EXISTING CENTER LINES
---	LOT LINES, INTERIOR
---	LOT LINES PLATTED OR BY DEED
---	PROPOSED EASEMENT LINES
---	EXISTING EASEMENT LINES
---	BENCHMARK
---	RECORDED DIMENSIONS
---	CURVE SEGMENT NUMBER
---	PROF.
---	POWER POLE W/DROP
---	POWER POLE W/TRANS
---	POWER POLE W/RIGHT
---	QUIP POLE
---	SANITARY MANHOLE
---	FIRE HYDRANT
---	WATER VALVE
---	DEWATER. MANHOLE
---	CURB RAMP
---	FORCE LINE
---	EXISTING SANITARY SEWER
---	PROPOSED SANITARY SEWER
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	WATER LINES
---	ELECTRICAL LINES
---	TELEPHONIC LINES
---	CABLE LINES
---	FIBER OPTIC
---	OVERHEAD ELECTRIC
---	CONTOUR LINES (1' INTERVAL)
---	PROPOSED GROUND
---	EXISTING TREE LINE
---	EXISTING DECIDUOUS TREE & SHRUB
---	EXISTING EVERGREEN TREES & SHRUBS

THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.



Date	Revision
10/01/2024	PER CITY COMMENTS - REVISED

PRELIMINARY GRADING PLAN

AUDITOR'S PARCEL 2016-069

NORTH LIBERTY JOHNSON COUNTY IOWA

UTILITIES
 THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800-485-5844 NO LESS THAN 48 HOURS IN ADVANCE OF ANY DIGGING OR EXCAVATION.

IOWA ONE CALL

WHERE PUBLIC UTILITY FACILITIES ARE SHOWN AS EXISTING ON THE PLANS OF ENCUMBERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNER OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AVOID ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERMINING FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IF POSSIBLE, THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF UTILITIES BY EXCAVATION OR SHOWN. IF IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THEREIN, NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

MMS CONSULTANTS, INC.

Date: 10/01/2024

Drawn by: RAN File Book No:

Checked by: HEH Scale: 1"=20'

Project No: RAN Sheet No: 2

9925-023 of 2

606 14TH AVE SW
CEDAR RAPIDS, IA 52404
319-365-1150

2435 KIMBERLY RD.
SUITE 240S
BETTENDORF, IA 52722
563-359-3117



B SIDE ELEVATION (PROPOSED)

SCALE: 3/16" = 1'-0"



MADISON COMMERCIAL
NORTH LIBERTY, IOWA
9-27-2024

A FRONT ELEVATION (PROPOSED)

SCALE: 3/16" = 1'-0"



NO.	DATE	BY	REVISIONS	DESCRIPTION

THIS IS A MARKING PROPERTY OF SELECT STRUCTURAL ENGINEERING, LLC
DO NOT MODIFY, ALTER, OR REPRODUCE WITHOUT PERMISSION

COMMERCIAL BUILDING
MADISON AVE
NORTH LIBERTY, IOWA 52317
GRAND DALL DEVELOPMENT

GRAND HILL

SHEET TITLE
EXTERIOR ELEVATIONS

DRAWN BY: _____
CHECKED BY: _____
APPROVED BY: _____
DATE: 9/27/24
JOB NO: 2402

FRAGE NO. A-101

PRELIMINARY DRAWING
NOT TO BE USED FOR CONSTRUCTION PURPOSES

P:\2024\14TH AVE SW\14_3115 - GRAND DALL COMMERCIAL BUILDING\WORKING - COMMERCIAL - 2402-081517.dwg



AA ENLARGED ELEVATION (PROPOSED)

SCALE: 1/8" = 1'-0"



B SIDE ELEVATION (PROPOSED)

SCALE: 1/8" = 1'-0"

PRELIMINARY DRAWING
NOT TO BE USED FOR CONSTRUCTION PURPOSES



A FRONT ELEVATION (PROPOSED)

SCALE: 1/8" = 1'-0"

406 14TH AVE SW
CEDAR RAPIDS, IA 52404
319-365-1150

2435 KIMBERLY RD.
SUITE 2407
BETTENDORF, IA 52722
563-359-3117

SELECT
STRUCTURAL
SELECT-STRUC.PALL.CO

#	DATE	BY	DESCRIPTION

GRAND RAIL
COMMUNITY DEVELOPMENT

MADISON 94-PLEX
MADISON AVE
NORTH LIBERTY, IOWA
GRAND RAIL DEVELOPMENT

SHEET TITLE
EXTERIOR ELEVATIONS (PROPOSED)

DRAWN BY: _____
APPROVED BY: _____
JOB DATE: _____
JOB NO: _____

DATE: _____
SCALE: _____
SHEET: _____

FIGURE NO. A-200

15:00:00 10/11/2024 11:20:00 AM

PLAN VIEW DIMENSIONS ONLY. THESE DIMENSIONS DO NOT INCLUDE CURB CUTS OR DRIVEWAYS.



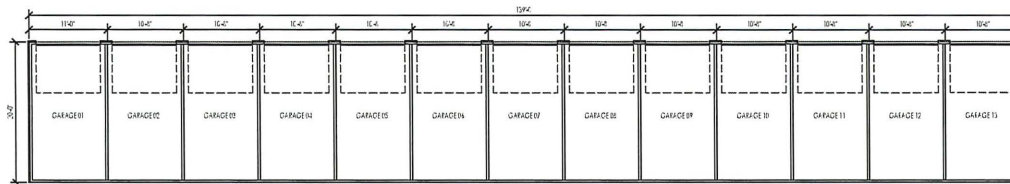
22 GARAGE FRONT ELEVATION (ALT.)
Scale: 1/8" = 1'-0"

23 SIDE ELEVATION (ALT.)
Scale: 1/8" = 1'-0"



20 GARAGE FRONT ELEVATION
Scale: 1/8" = 1'-0"

21 SIDE ELEVATION
Scale: 1/8" = 1'-0"



10 GARAGE FLOOR PLAN
SEE SITE PLAN FOR SPECIFIC CONFIGURATION & LOCATION
Scale: 1/8" = 1'-0"

606 14TH AVE SW
CEDAR RAPIDS, IA 52404
319-365-1150

2435 KIMBERLY RD.
SUITE 2405
BETTENDORF, IA 52722
563-359-3117

SELECT STRUCTURAL
SELECT-STRUCTURAL.COM

#	DATE	BY	REVISIONS	DESCRIPTION

DESIGN AND CONSTRUCTION OF THIS PROJECT IS THE SOLE RESPONSIBILITY OF THE DESIGNER. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

GRAND RAIL
MADISON 24-PLEX
MADISON AVE
NORTH LIBERTY, IOWA
GRAND RAIL DEVELOPMENT

SHEET TITLE: GROUND FLOOR PLAN

DATE: / /

DESIGNER:

CHECKED BY:

APPROVED BY:

JOB NO.

DATE / /

PHASE NO. A-100

Resolution No. 2024-108

**RESOLUTION APPROVING THE PRELIMINARY SITE
PLAN FOR AUDITOR'S PARCEL 2016-069, NORTH
LIBERTY, IOWA**

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

WHEREAS, the owner and applicant, Grand Rail Construction & Development, has filed with the City Clerk a preliminary site plan;

WHEREAS, the property is described as:

Auditor's Parcel 2016-069, North Liberty, Iowa according to the Survey recorded in Book 60, Page 238, Plat of Records of Johnson County, Iowa, containing 2.84 acres and subject to easements and restrictions of record; and

WHEREAS, said preliminary site plan has one finding:

1. The preliminary site plan would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code.

WHEREAS, said preliminary site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the preliminary site plan be approved with no conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the preliminary site plan for Auditor's Parcel 2016-069, North Liberty, Iowa.

APPROVED AND ADOPTED this 26th day of November, 2024.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Shive-Hattery Design Proposal

PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: NL Ranshaw Way Phase 6

DATE: November 4, 2024

PROJECT DESCRIPTION: Design, bidding, and construction phase services for the Ranshaw Way Phase 6 Improvements project. Improvements generally are to include trail and sidewalks, urban section pavement widening, storm sewer system, water main, water quality components, lighting, and landscaping. Exhibits of concept phase layout and project cost opinion are included with this proposal as attachments. The concept phase cost opinion for this project is \$11.3M.

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

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

1. **Design Phase:** Design phase shall include the following services and shall be in accordance with Iowa DOT and federal-aid requirements and process. Submittal and review milestones shall include concept statement, preliminary plans, check plans, and final plans per Iowa DOT requirements.
 - a. Concept Statement
 - 1) Prepare and submit project Concept Statement to the Iowa DOT, to include preparation of the Cultural Resources Evaluation and associated archaeological survey of the corridor, as well as evaluation of the project area for habitat and threatened and endangered species impacts.
 - b. Design Surveys
 - 1) The consultant shall perform field surveys to prepare topography along the project corridor. Aerial drone imagery will be used to supplement field work.
 - c. Base Map Preparation
 - 1) Base maps to facilitate the design will be prepared from the topographic survey information. The maps will be prepared along the proposed corridor and will include existing topography features, right-of-way and easement lines, buried utilities based on field locates, and above ground surface features affected by the proposed project construction.
 - d. Soil Borings
 - 1) Soil borings will be performed to determine existing soil properties for roadway and retaining wall design. Sixteen soil boring locations are anticipated. Soil borings will be performed by a geotechnical subconsultant.



e. Preliminary Design

- 1) Based on an approved design concept plan, prepare geometric layout plan of the proposed project.
- 2) Prepare horizontal and vertical alignments to be used as the basis for final design.
- 3) Identify final design constraints for phased construction and review construction phasing plan as necessary to coordinate with access and construction.
- 4) Prepare typical sections for roadway corridor design.
- 5) Develop preliminary pedestrian tunnel layout.
- 6) Develop a preliminary traffic control plan consistent with the proposed project.
- 7) Prepare preliminary trail, sidewalk, and retaining wall design.
- 8) Prepare preliminary grading and storm sewer system design.
- 9) Prepare preliminary water main design.
- 10) Prepare preliminary landscaping design.
- 11) Prepare preliminary water quality BMP component design.
- 12) Prepare preliminary lighting design.
- 13) Prepare preliminary traffic signal design.
- 14) Prepare preliminary project schedule.
- 15) Prepare preliminary opinion of probable construction costs.
- 16) Prepare preliminary acquisition and easement layout.
- 17) Meet with City representatives to review preliminary project design and obtain review comments.
- 18) Provide notification to utility companies within the project limits and attend utility coordination meeting with City and utility company representatives. Meeting minutes will be recorded and distributed to attendees by the Consultant.

f. Final Design

- 1) Final Design Plans: Prepare layout plans and appropriate detailed design drawings showing the project and component parts. Shall consist of plans, elevations, sections, and other drawings for bidding and construction purposes. Work includes meeting with City representatives to review final design submittals and obtain review comments.
- 2) Site Preparation and Removals: Prepare site preparation and removals plans.

- 3) Typical Pavement Sections: The final design typical pavement sections will be developed for the project. These sections will show the pavement section, subgrade requirements, grading requirements, subbase design, subdrainage design, typical joint designs and related pavement details.
- 4) Estimated Quantities: The final bid quantities will be determined and included with the plans and project specifications bidding form.
- 5) Estimate Reference Information: Bid Item estimate reference tables and information as needed will be prepared and included with the plans.
- 6) Project Tabulations: Bid Item project tabulations will be prepared.
- 7) Plan and Profiles: The final design and drafting of the pavement plan and profiles will be prepared on base maps prepared for the project. This will include all detailed information required by the Iowa DOT.
- 8) Pavement Jointing Plans: Pavement jointing plans will be prepared.
- 9) Storm Drainage Design: Final design of the storm sewer system, including storm sewer pipe, inlets, manholes, culverts, ditches, and other storm drainage appurtenances. The design of the storm sewer system will be based on North Liberty specifications and joint SUDAS and Iowa DOT specifications and details.
- 10) Water Main Design: Final design of the water main system, including hydrants, valves, and fittings. The design of the water main system will be based on North Liberty specifications and joint SUDAS and Iowa DOT specifications and details.
- 11) Water quality components: Prepare final design of water quality BMP components.
- 12) Signal design: Prepare final design of new traffic signal at Sara Court, traffic signal modifications at Ashley Court, and prepare recommended signal timing updates.
- 13) Signing and Pavement Markings: Final design and drafting of roadway signage and pavement markings.
- 14) Lighting: Prepare final design of street and trail lighting including conductors and power source. Design of the lighting system will utilize guidance from the SUDAS design manual, IES roadway lighting standards, and city lighting requirements.
- 15) Trail and Landscaping: Prepare final design of trail, sidewalks, and landscaping.
- 16) Stormwater Pollution Prevention Plan (SWPPP): Design and drafting of temporary and permanent erosion control (Stormwater Pollution Prevention Plan – SWPPP) plans shall be provided.
- 17) ADA Ramp and Sidewalk Compliance: ADA trail and sidewalk ramp details and sidewalk compliance table will be prepared and included with the plans.
- 18) Pedestrian Tunnel Plans: Final design of the pedestrian tunnel, including layout, elevations, structural details, and associated structural quantities.
- 19) Retaining Walls: Final design of retaining wall types and locations, including typical details, specifications, and associated material quantities.
- 20) Special Details: Specialty item construction details will be prepared.

- 21) Cross-Sections: Prepare the final design of the individual cross-sections for the project. Cross-sections will be developed at a minimum of 50-foot intervals with additional cross-sections included as necessary. Cross-sections will show the existing ground as well as final grading, foreslopes, backslopes, special subgrade treatment, and other pertinent information.
- g. Specifications
- 1) The Iowa DOT standard specifications for highway and bridge construction will be utilized as the technical specifications for the project. The Iowa DOT standard contract documents will also be utilized for this project. Supplemental specifications and special provisions required by the project will be prepared and incorporated with the standard documents.
- h. Final Cost Opinion
- 1) Following completion of the final design, an opinion of probable construction costs based on the final design will be prepared.
- i. Submittals, Reviews, and Revisions
- 1) Submit plans to the City and Iowa DOT according to the Project Development Submittal Dates found in I.M. No. 3.010. Comments and revisions resulting from plan reviews will be incorporated into the final plans prior to bidding.
- j. Final Plan and Specification Submittal
- 1) Following final plan revisions, assemble documents and submit final plans, specifications, contract documents, and opinion of probable construction costs to the City and Iowa DOT for final approval.
- k. Permitting
- 1) Submit necessary permit applications necessary for project construction.
- 2) Iowa DNR Water Main Construction Permit
- 3) Iowa DNR and Corps of Engineers Joint Application (Flood Plain/Sovereign Lands)
- 4) NPDES Storm Water Permit
- 5) Wetland and Stream Delineation
- l. Easements and Acquisitions
- 1) The Consultant shall prepare easement and acquisition legal descriptions and exhibits as necessary for the project. The Consultant shall attend and assist City staff with individual property owner meetings regarding acquiring easements and right-of-way.
- m. Utilities
- 1) The Consultant shall conduct coordination meetings with affected utility companies and provide project information as necessary for required utility relocations. The Consultant shall provide staking of proposed features crossings, right-of-way, and easements as a Construction Phase, Hourly service for use in utility coordination.

- n. **Aesthetic Components**
 - 1) Inclusion of aesthetic project features, which may include wall graphics, custom painting layouts, custom lighting installations, and/or sculptural components.
 - 2) Develop three concepts, review with city staff, and revisions to one preferred concept, including final documentation and detailing for the plans and specifications.
 - 3) Provide 3D Renderings including a 3D model of the road corridor in the area of the pedestrian underpass. One revision period to the renderings with production of 10 final images.
- 2. **Bidding Phase:** Submit drawings to the Iowa DOT for utilization in the Iowa DOT bidding procedures. The consultant shall respond to questions as received and provide addenda information as necessary.
- 3. **Construction Phase** – Services include the following:
 - a. The Consultant shall provide survey staking to delineate right-of-way and utility easement locations for affected utility companies to assist with their relocation work.
 - b. Schedule and conduct a preconstruction conference with the Owner, Iowa DOT, utilities, and the contractors. Preconstruction conference minutes will be recorded and distributed to all attendees by the consultant.
 - c. Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents.
 - d. Facilitate and participate with regular construction progress meetings.
 - e. Perform required material sampling and laboratory testing (such as soil proctor tests, soil compaction, concrete testing, etc.) during construction. Prepare reports in a timely manner.
 - f. Geotechnical subconsultant review of soil bearing capacity at wall locations.
 - g. Review of shop drawings and submittals for material incorporated in the project.
 - h. Provide construction staking.
 - i. Provide weekly SWPPP inspections in accordance with General Permit #2.
 - j. Prepare daily diaries of construction activities.
 - k. Prepare daily Iowa DOT Bid Item Progress Documentation and Measurement Reports.
 - l. Prepare Iowa DOT Weekly Working Day reports.
 - m. Review payrolls in accordance with Iowa DOT guidelines.

- n. Provide Davis Bacon / EEO Board inspections and interviews.
- o. Negotiate and prepare change orders.
- p. Prepare payment applications and review Contractor correspondence.
- q. Prepare and submit City reimbursement requests.
- r. Perform pre-final project review and prepare remaining work items to be completed prior to final review.
- s. Perform final field review with Iowa DOT and City representatives.
- t. Prepare and submit the Iowa DOT Pre-Audit Documentation.
- u. Prepare and submit the Iowa DOT IM 101 Materials Audit Documentation.
- v. Review audit documentation with Iowa DOT representatives.
- w. Prepare and submit the Iowa DOT Final Packet Documentation.
- x. Prepare Construction Record Drawings as provided by the Contractor and submit to the Owner.

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

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Schedule and conduct informational meeting(s) with the public as deemed necessary.
3. Provide necessary right-of-way and/or easements as required for construction of the project.
4. Provide stream and wetland mitigation and/or credits as required for construction of the project.
5. Provide Real Estate and legal services, appraisals, and negotiations as necessary.
6. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer, and adjacent property owners.
7. Provide funding for the project.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. The project will follow the Iowa DOT project development schedule per I.M. 3.010 (design phase 2025) and federal funding currently programmed. Construction phase is anticipated for 2027 with utility relocations and acquisitions taking place in 2026.

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

Design & Bidding Phases	\$ 965,000	Lump Sum
Construction Phase	\$ 1,120,000	Hourly (estimated)
Reimbursable Expenses	<u>\$ 15,000</u>	As incurred (estimated)
Total	\$ 2,100,000	

We will not proceed with Bidding or Construction Phase services until authorized by the City.

ADDITIONAL SERVICES: Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates. Services may include assistance with environmental mitigation if required, or fly-through video rendering of project.

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

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

BY: _____

TITLE: _____

DATE ACCEPTED: _____

MJJ/bad

Enc.: Standard Terms and Conditions
Ranshaw Way Phase 6 Concept Drawing
Opinion of Probable Construction Costs

SHIVE-HATTERY, INC.



Michael J. Janecek P.E.
Project Manager

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery October 2024

PARTIES

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

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

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

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of

probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

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

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY

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

HARASSMENT

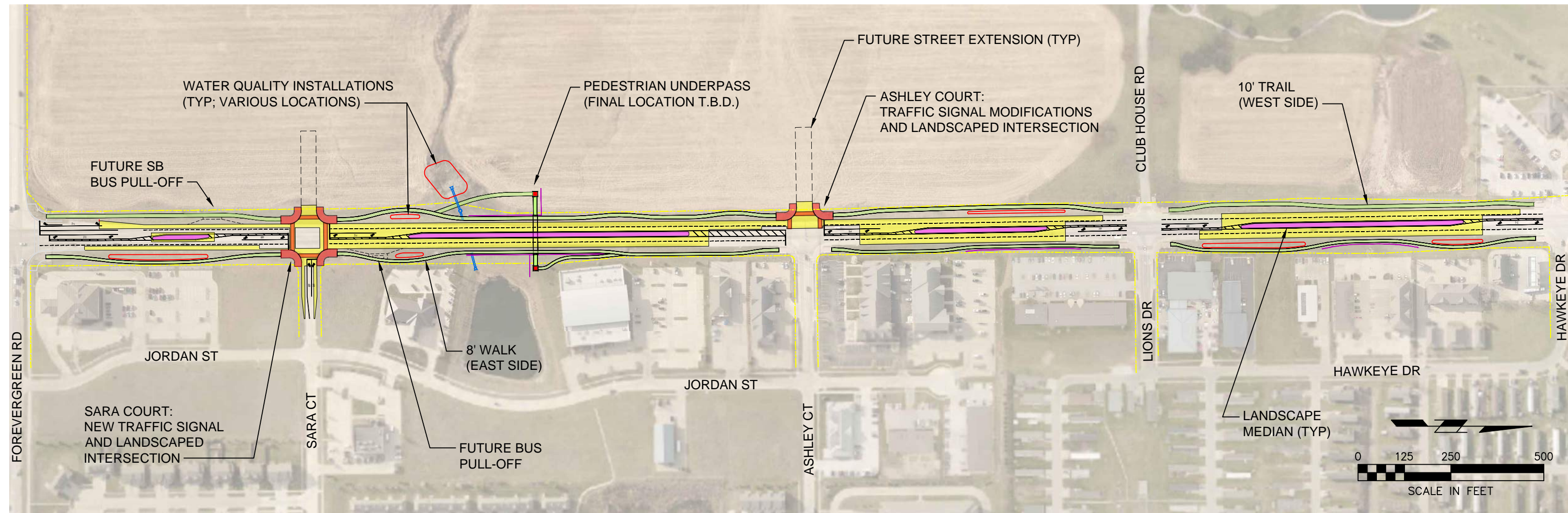
If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

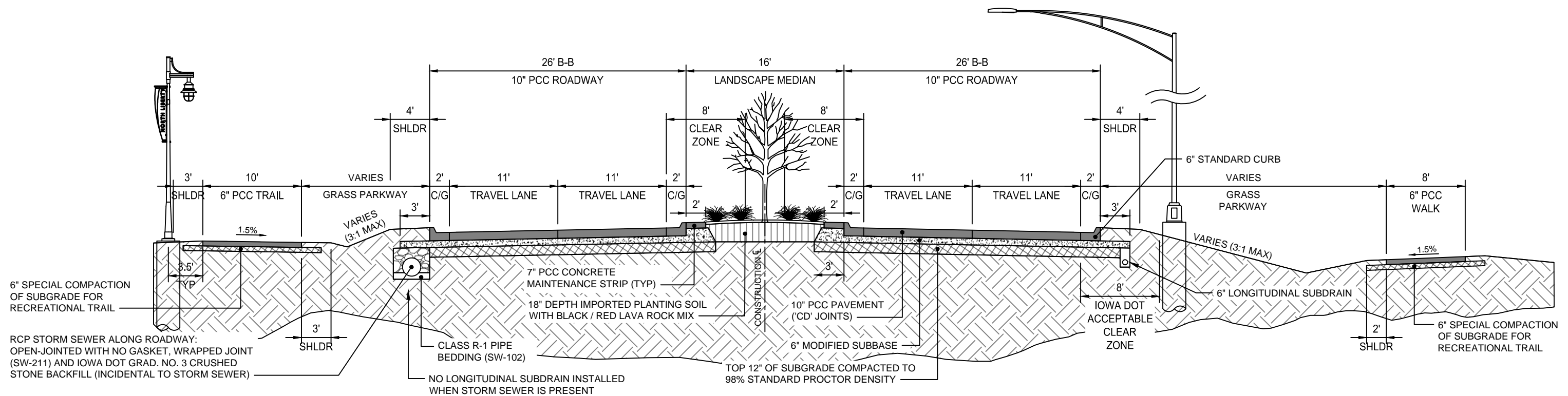
This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise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

ACCEPTANCE

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



RANSHAW WAY PHASE 6 - LOCATION MAP AND SKETCH PLAN



RANSHAW WAY PHASE 6 - TYPICAL SECTION (LOOKING NORTH)



CITY OF NORTH LIBERTY
RANSHAW WAY (HWY 965) IMPROVEMENTS - PHASE 6
 (FOREVERGREEN ROAD TO HAWKEYE DRIVE)
OPINION OF PROBABLE CONSTRUCTION COSTS
 PRELIMINARY CONCEPT - NOVEMBER 2024

DESCRIPTION: WIDEN RANSHAW WAY TO 5-LANE SECTION FROM FOREVERGREEN ROAD TO HAWKEYE DRIVE. PROJECT INCLUDES 10-FT TRAIL, 5-FT WALK, PEDESTRIAN TRAIL UNDERPASS, BUS PULL-OFFS, LANDSCAPE MEDIAN, ROADWAY AND PEDESTRIAN LIGHTING, STORMWATER, STREETScape AND LANDSCAPING IMPROVEMENTS.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	CLEARING AND GRUBBING	LS	1	\$ 15,000	\$ 15,000
2	PAVEMENT REMOVAL	SY	13,600	\$ 8	\$ 108,800
3	REMOVALS, AS PER PLAN	LS	1	\$ 20,000	\$ 20,000
4	EXCAVATION AND EMBANKMENT	CY	25,000	\$ 12	\$ 300,000
5	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	9,000	\$ 10	\$ 90,000
6	MODIFIED SUBBASE	CY	3,900	\$ 45	\$ 175,500
7	SUBGRADE PREPARATION	STA	70	\$ 600	\$ 42,000
8	SHOULDER FINISHING	STA	75	\$ 320	\$ 24,000
9	PAVEMENT, PCC, CL C, CL 3, 10 IN.	SY	20,000	\$ 65	\$ 1,300,000
10	PRECAST CONCRETE BOX CULVERT, 4 FT. X 4 FT.	LF	250	\$ 220	\$ 55,000
11	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 4 FT. X 4 FT.	EACH	4	\$ 7,500	\$ 30,000
12	PEDESTRIAN TRAIL UNDERPASS (14' X 10' RCB)	LF	125	\$ 2,000	\$ 250,000
13	MANHOLE - STORM SEWER	EACH	10	\$ 5,000	\$ 50,000
14	INTAKE - CURB INLETS	EACH	50	\$ 5,500	\$ 275,000
15	INTAKE - AREA DRAINS	EACH	16	\$ 3,000	\$ 48,000
16	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	4,000	\$ 90	\$ 360,000
17	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	600	\$ 120	\$ 72,000
18	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	900	\$ 160	\$ 144,000
19	STORM SEWER, TRENCHED, RCP, 48 IN.	LF	250	\$ 220	\$ 55,000
20	REMOVALS - STORM SEWER PIPE / STRUCTURES	LS	1	\$ 30,000	\$ 30,000
21	SUBDRAIN, LONGITUDINAL, 6 IN.	LF	7,500	\$ 18	\$ 135,000
22	REVTMENT, CLASS E	TON	800	\$ 65	\$ 52,000
23	MODULAR BLOCK RETAINING WALL (HEAVY)	SF	6,900	\$ 55	\$ 379,500
24	ORNAMENTAL RAILING	LF	1,000	\$ 200	\$ 200,000
25	WATER QUALITY INSTALLATIONS	EACH	7	\$ 15,000	\$ 105,000
26	ADA CURB RAMPS	EACH	12	\$ 3,000	\$ 36,000
27	SIDEWALK, PCC, 6 IN.	SY	3,500	\$ 60	\$ 210,000
28	RECREATIONAL TRAIL, PCC, 6 IN.	SY	4,450	\$ 50	\$ 222,500
29	TEMPORARY PAVEMENT	SY	5,000	\$ 50	\$ 250,000
30	SIGNAGE	LS	1	\$ 20,000	\$ 20,000
31	PAINTED PAVEMENT MARKINGS, DURABLE	STA	265	\$ 130	\$ 34,450
32	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	32	\$ 320	\$ 10,240
33	PAVEMENT MARKINGS REMOVED	STA	155	\$ 100	\$ 15,500
34	TRAFFIC CONTROL	LS	1	\$ 95,000	\$ 95,000
35	MOBILIZATION	LS	1	\$ 800,000	\$ 800,000
36	EROSION CONTROL / SWPPP / SEEDING / SODDING	ACRE	9	\$ 10,000	\$ 90,000
37	ELECTRICAL WIRING AND PULLBOXES	LF	13,400	\$ 22	\$ 294,800
38	STREET LIGHTING	EACH	20	\$ 9,000	\$ 180,000
39	PEDESTRIAN LIGHTING	EACH	48	\$ 7,000	\$ 336,000
40	LIGHTING CONTROL CABINET	EACH	1	\$ 30,000	\$ 30,000
41	TRAFFIC SIGNALIZATION - SARA COURT	LS	1	\$ 475,000	\$ 460,000
42	TRAFFIC SIGNALIZATION - SIGNAL HEAD MODIFICATIONS	EACH	3	\$ 7,500	\$ 22,500
43	LANDSCAPING - PLANTINGS (MULCH / WATERING / PLANTINGS)	LS	1	\$ 630,000	\$ 630,000
44	LANDSCAPING - HARDSCAPE (PAVERS / SEATWALLS / AESTHETIC WALLS)	LS	1	\$ 1,400,000	\$ 1,400,000
45	WATER MAIN, 12 IN.	LF	4,500	\$ 60	\$ 270,000
46	WATER MAIN VALVES AND HYDRANTS	EACH	30	\$ 3,500	\$ 105,000

Subtotal Construction = \$ 9,830,000
15% Contingency = \$ 1,470,000

OPINION OF PROBABLE CONSTRUCTION COST = \$ 11,300,000

Engineering, Legal, Admin (20%) = \$ 2,260,000

***TOTAL OPINION OF PROBABLE PROJECT COST = \$ 13,560,000**

*Does not include costs for easements, acquisitions, and/or utility relocations

Resolution No. 2024-109

**RESOLUTION APPROVING THE SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-
HATTERY, INC. FOR THE RANSHAW WAY PHASE 6 PROJECT**

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

WHEREAS, the City of North Liberty desires to design, bid and construct Ranshaw Way Phase 6 including trail and sidewalks, urban section pavement widening, storm sewer system, water main, water quality components, lighting and landscaping; and

WHEREAS, Shive-Hattery, Inc. has presented a proposal for services relating to this project; and

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for services relating to the Ranshaw Way Phase 6 Project as follows: Design and Bidding Phase \$965,000 Lump Sum; Construction Phase \$1,120,000 (hourly estimated), and Reimbursable Expenses \$15,000 Hourly (estimated) are hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 26th day of November, 2024.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



2024A Bond Sale

MINUTES TO AUTHORIZE ISSUANCE OF BONDS

421033-94

North Liberty, Iowa

November 26, 2024

The City Council of the City of North Liberty, Iowa, met on November 26, 2024, at _____ o'clock ____m., at the _____, North Liberty, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following 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.

CHRIS HOFFMAN, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2024-110

**RESOLUTION AUTHORIZING AND APPROVING A LOAN AGREEMENT,
PROVIDING FOR THE ISSUANCE OF \$9,195,000 GENERAL OBLIGATION
CORPORATE PURPOSE BONDS, SERIES 2024A, AND PROVIDING FOR THE
LEVY OF TAXES TO PAY THE SAME**

WHEREAS, the North Liberty (the "City"), in Johnson County, State of Iowa, heretofore proposed to enter into a loan agreement (the "2021 Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,300,000 for the purpose of paying the costs, to that extent, of undertaking the City Hall Project, an urban renewal project in the North Liberty Urban Renewal Area (such project having been authorized by action of the City Council on December 14, 2021 and consisting of constructing, furnishing and equipping a new City Hall facility), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 11, 2022, no petition had been filed with the City asking that the question of entering into the 2021 Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City used a portion (\$965,000) of its borrowing authority under the 2021 Loan Agreement to issue its General Obligation Corporate Purpose Bonds, Series 2023A, leaving borrowing authority thereunder in the principal amount not to exceed \$8,335,000; and

WHEREAS, the City also proposed to enter into an additional loan agreement (the "2022 Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$500,000 for the purpose of paying the costs, to that extent, of undertaking the City Hall Project; and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of October 25, 2022, no petition had been filed with the City asking that the question of entering into the 2022 Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a General Obligation Loan Agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$2,100,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of undertaking parking lot improvements at Penn Meadows Municipal Park (the "Essential Purpose Project"); and pursuant to law and duly published notice of the proposed action has held a hearing thereon on May 28, 2024; and

WHEREAS, the City also proposed to enter into a General Obligation Urban Renewal Loan Agreement (the "General Obligation Urban Renewal Loan Agreement" and together with the 2021 Loan Agreement, the 2022 Loan Agreement, and the Essential Purpose Loan Agreement, the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed \$2,700,000 pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa

for the purpose of paying the costs, to that extent, of undertaking the Northside Community Park Land Acquisition Project, an urban renewal project of the City authorized by action of the City Council on June 27, 2023 (together with the City Hall Project and the Essential Purpose Project, the "Projects"), as amended on May 14, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of June 11, 2024, no petition had been filed with the City asking that the question of entering into the General Obligation Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined the Loan Agreements into a single loan agreement (the "Loan Agreement"); and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2024A (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal financial advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"), is the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$9,195,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$9,195,000, are hereby authorized

to be issued in evidence of the City’s obligations under the Loan Agreement. The Bonds shall be dated December 11, 2024, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2026	\$650,000	5.00%	2032	\$770,000	5.00%
2027	\$670,000	5.00%	2033	\$795,000	4.00%
2028	\$685,000	5.00%	2034	\$820,000	4.00%
2029	\$700,000	5.00%	2035	\$845,000	4.00%
2030	\$725,000	5.00%	2036	\$880,000	4.00%
2031	\$745,000	5.00%	2037	\$910,000	4.00%

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2033 to 2037, inclusive, prior to and in any order of maturity on June 1, 2032, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2025. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be

made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or

payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA **JOHNSON COUNTY**
CITY OF NORTH LIBERTY

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2024A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
____%	June 1, _____	December 11, 2024	660459 ____

The City of North Liberty (the "City"), in Johnson County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing June 1, 2025, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2024A (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of December 11, 2024 (the "Loan Agreement"), entered into by the City for the purpose of paying the costs, to that extent, of (1) undertaking the City Hall Project, an urban renewal project of the City authorized by action of the City Council on December 14, 2021; (2) undertaking parking lot improvements at Penn Meadows Municipal Park; and (3) undertaking the Northside

Community Park Land Acquisition Project, an urban renewal project of the City authorized by action of the City Council on June 27, 2023, as amended on May 14, 2024.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution (the "Resolution") of the City Council, adopted on November 26, 2024, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds, and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2033 to 2037, inclusive, prior to and in any order of maturity on June 1, 2032, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$9,813,884.50), including original issue premium (\$618,884.50) (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$100,472.50) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds (\$9,451,377.28) (the "Project Proceeds") received from the sale of the Bonds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The Loan Proceeds received as capitalized interest proceeds (\$197,034.72) shall be deposited into the Debt Service Fund for payment of interest on the Bonds as the same becomes due.

The remainder of the Loan Proceeds (\$65,000) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$1,067,250;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$1,054,750;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$1,036,250;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of \$1,017,000;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of \$1,007,000;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$990,750;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$978,500;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of \$965,000;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of \$958,200;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of \$950,400;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of \$951,600; and

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of \$946,400.

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Johnson County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. Some of the Projects have been authorized as urban renewal projects to be undertaken in the North Liberty Urban Renewal Area. The City hereby reaffirms its intent to use

tax increment revenues to pay some or all of the principal of and interest on the Bonds related to such urban renewal projects.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 12. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved November 26, 2024.

CHRIS HOFFMAN, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

ATTESTATION CERTIFICATE

STATE OF IOWA
JOHNSON COUNTY SS:
CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the sale and issuance of \$9,195,000 General Obligation Corporate Purpose Bonds, Series 2024A of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2024.

TRACEY MULCAHEY, CITY CLERK

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

JOHNSON COUNTY

I, the undersigned, County Auditor of Johnson County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of North Liberty filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on November 26, 2024, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$9,195,000 General Obligation Corporate Purpose Bonds, Series 2024A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2024.

County Auditor

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of North Liberty, Iowa (the “Issuer”), in connection with the issuance of \$9,195,000 General Obligation Corporate Purpose Bonds, Series 2024A (the “Bonds”), dated December 11, 2024. The Bonds are being issued pursuant to a resolution of the Issuer approved on November 26, 2024 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2023-2024 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet

available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

Property Values

- **Iowa Property Valuations**
- **Valuations**
- **Gross Taxable Valuation by Class of Property**
- **Trend of Valuations**
- **Larger Taxpayers**

Indebtedness

- **Debt Limit**
- **Direct Debt (including General Obligation Debt Paid by Property Taxes, General Obligation Debt Paid by Tax Increment, General Obligation Debt Paid by Sewer Revenues, General Obligation Debt Paid by Water Revenues and Total General Obligation Debt Subject to Debt Limit)**
- **Annual Fiscal Year Debt Service Payments (including General Obligation Debt Paid by Property Taxes, General Obligation Debt Paid by Tax Increment, General Obligation Debt Paid by Sewer Revenues and General Obligation Debt Paid by Water Revenues)**
- **Other Debt (including debt payable from the Municipal Sewer System, Municipal Waterworks System, Road Use Tax Fund, and TIF-backed Development Agreements)**
- **Indirect Debt**
- **Debt Ratios**
- **Levies and Tax Collections**
- **Tax Rates (City Only)**
- **Levy Limits**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the

content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Independent Public Advisors, LLC.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: December 11, 2024

CITY OF NORTH LIBERTY, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

LOAN AGREEMENT

This Loan Agreement is entered into as of December 11, 2024, by and between the City of North Liberty, Iowa (the “City”), and Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the “Purchaser”). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$9,195,000, and the City’s obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2024A in the aggregate principal amount of \$9,195,000 (the “Bonds”).

2. The City has adopted a resolution on November 26, 2024 (the “Resolution”) authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City’s obligation to repay the amounts payable hereunder. The Bonds shall be dated December 11, 2024, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF NORTH LIBERTY, IOWA

By _____
Mayor

Attest:

City Clerk

ROBERT W. BAIRD & CO., INC.
Milwaukee, Wisconsin

By _____
(Signature)

(Print Name and Title)

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this December 11, 2024 (the “Dated Date”) by and between the City of North Liberty, Iowa, hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain Bonds, certificates, Bonds and/or other debt instruments, more particularly described as \$9,195,000 General Obligation Corporate Purpose Bonds, Series 2024A hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT: UMB Bank, n.a.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER: City of North Liberty, Iowa
Attn: City Clerk
City Hall
PO Box 77
North Liberty, Iowa 52317-0077

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF NORTH LIBERTY, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



**PAYING AGENT, BOND REGISTRAR AND
TRANSFER AGENT FEE SCHEDULE**

ADMINISTRATION

- Book Entry Bonds \$300 initial/\$600 annual
- Registered/Private Placement Bonds \$750 initial/\$600 annual

* Initial Fees charged at Closing

* Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- Placement of CDs or Sinking Funds \$500 per set up/outside UMB
- Late Payments \$100
- Optional or Partial Redemption \$300
- Mandatory Redemption \$100
- Early Termination/Full Call \$500
- Paying Costs of Issuance \$500 one-time fee

SERVICES AVAILABLE UPON REQUEST

- Dissemination Agent \$1,000 annual

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.



Hodge Construction Company Rezoning

November 5, 2024

Chris Hoffman, Mayor
City of North Liberty
360 North Main Street
North Liberty IA 52317

Re: Request of Hodge Construction Company for a zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to C-3 Higher-Intensity Commercial District on approximately 5.12 acres. The property is located at the northeast corner of West Forevergreen Road and Bernardy Drive.

Mayor Hoffman:

In accordance with Iowa Code Section 414.5, I, Nate Kaeding, acting as authorized representative of Hodge Construction Company, agree to the following imposed conditions on the rezoning to C-3 Higher-Intensity Commercial District:

1. That the following uses are the only ones permitted in the C-3 District:
 - Child Care Center
 - Dwelling – Multiple Unit
 - Dwelling – Mixed Use (which includes any of the permitted C-3 uses on the 1st floor).
 - Financial Institution
 - Office
 - Medical/Dental Office
2. That there be no direct access to West Forevergreen Road.

Sincerely,



Nate Kaeding



November 5, 2024

Chris Hoffman, Mayor
City of North Liberty
360 North Main Street
North Liberty IA 52317

Re: Request of Hodge Construction Company for a zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to C-3 Higher-Intensity Commercial District on approximately 5.12 acres. The property is located at the northeast corner of West Forevergreen Road and Bernardy Drive.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its October 1, 2024 meeting. The Planning Commission took the following action:

Finding:

1. The rezoning request from RM-21 Multi-Unit Residence District to C-3 Higher-Intensity Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the zoning map amendment to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Amy Yotty, Chairperson
City of North Liberty Planning Commission

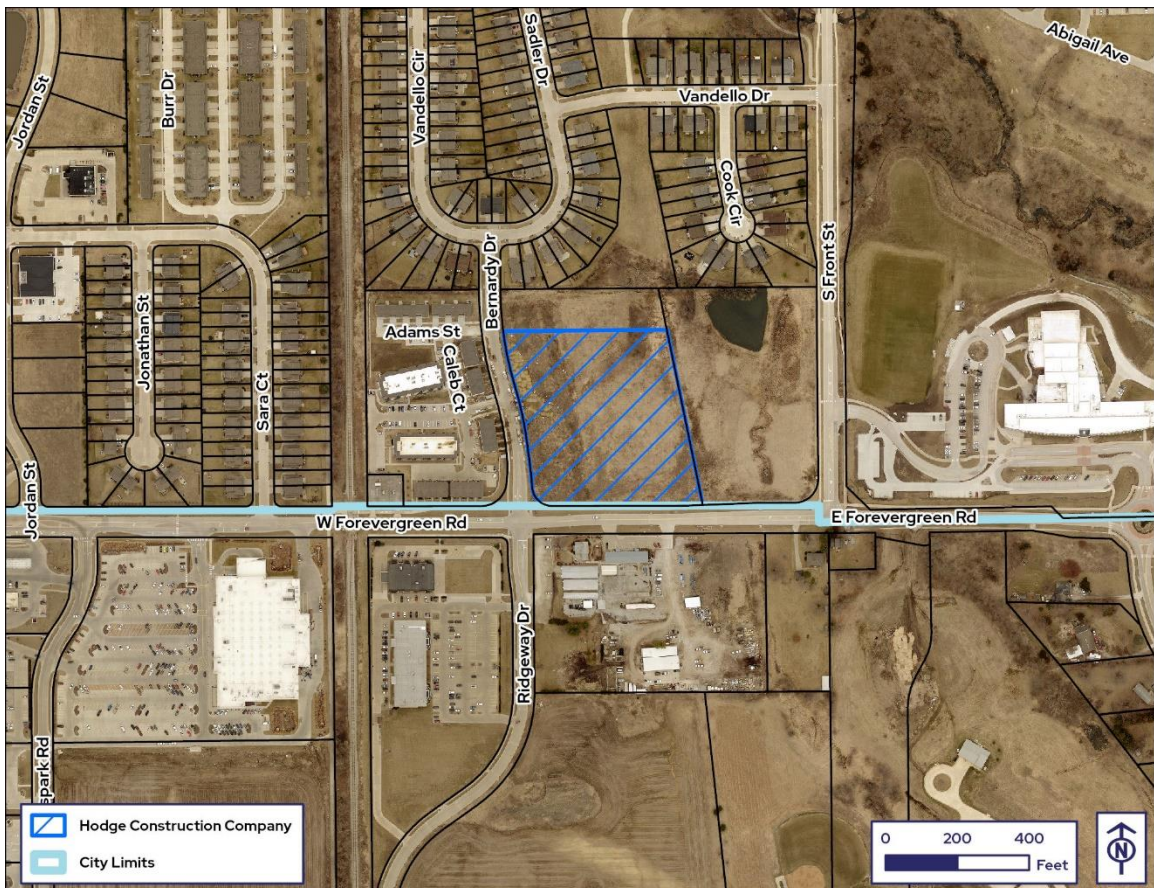


To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **September 27, 2024**
 Re **Request of Hodge Construction Company for a zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to C-3 Higher-Intensity Commercial District on approximately 5.12 acres. The property is located at the northeast corner of West Forevergreen Road and Bernardy Drive.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo.

1. Request Summary:

The purpose of the rezoning request is to facilitate construction of higher-density multi-unit residents, although the zoning would allow for commercial uses as well.



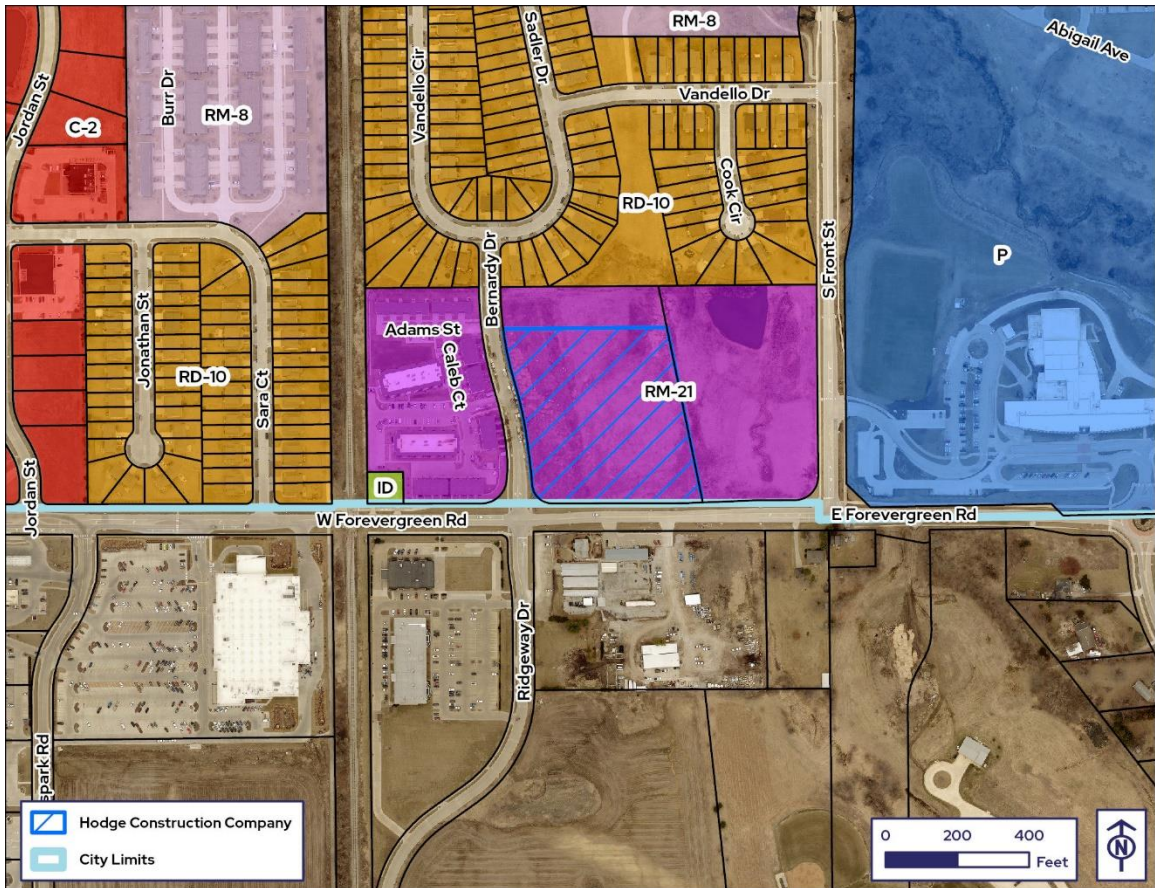
2. Current and Proposed Zoning:

Current Zoning

RM-21 Multi-Unit Residence District. The RM-21 District is intended to provide and maintain high-density, multiple-unit housing residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RM-21 District.

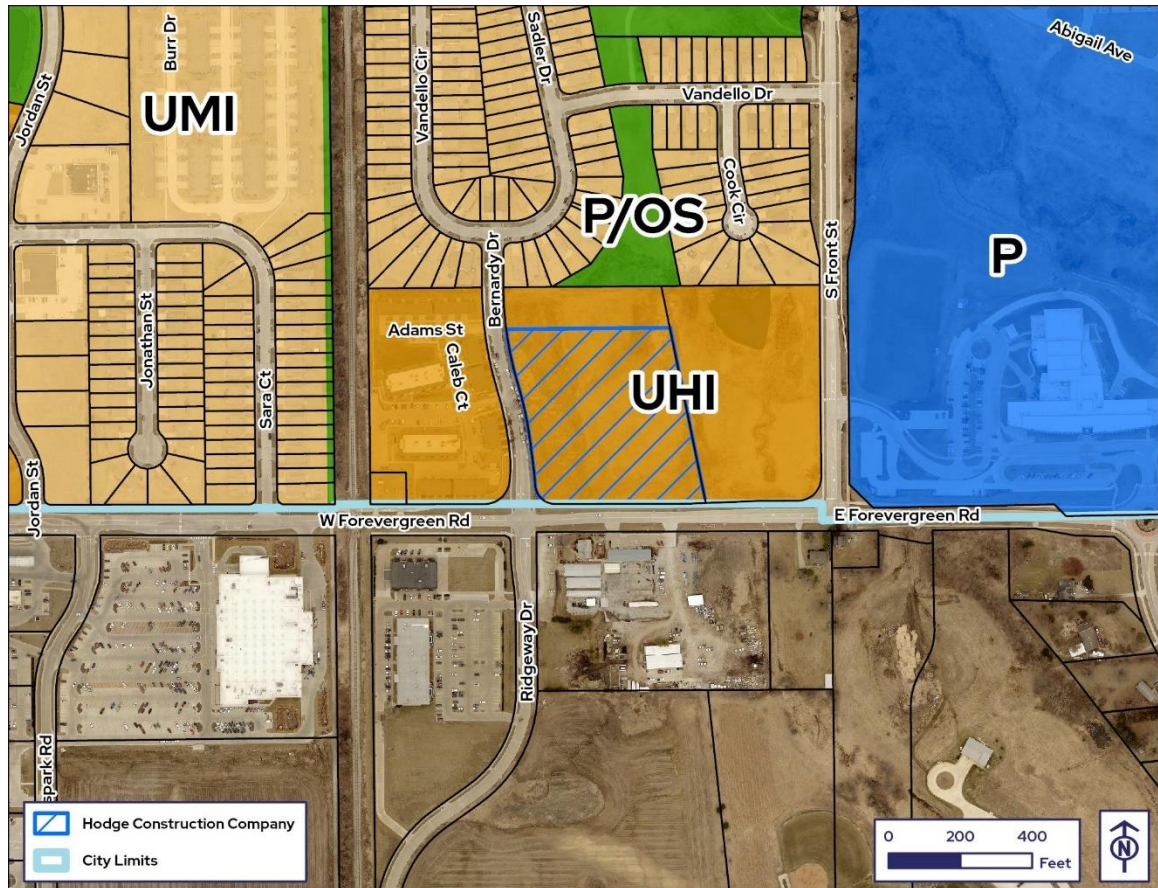
Proposed Zoning

C-3 Higher-Intensity Commercial District. The C-3 District is intended to accommodate higher-intensity commercial development that serves both local and regional markets. The C-3 District addresses medium and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.



3. Consistency with Comprehensive Plan:

Land Use Plan designation: Urban High Intensity.



Urban High Intensity Description

These areas have increased economic activity and a higher frequency of diverse and complementary uses. High-intensity areas include more urban services with a horizontal and vertical mix of high-density residential uses and community to regional commercial uses of compatible densities and scales.

Residential

Developments have more focus on non-residential buildings but still offer residential uses ranging from townhomes and apartments. Mixing residential with commercial uses on the same site is encouraged when feasible from a design and market capitalization standpoint.

Form and Features

- » Aggregate development density at 14+ units per acre at sites with direct access to major arterial and collector streets. Development should avoid the creation of isolated multi-family development.
- » Edges of UHI residential developments transition to lower intensity uses or buffer from industrial/commercial uses through design, landscaping, and buffering.

Non-Residential

More prevalent and focus in the UHI district that can include larger offices, medical buildings, commercial, and larger institutional uses such as places of worship, community centers, and indoor recreation.

4. Public Input:

A virtual good neighbor meeting was held on September 17, 2024. A few people outside of City staff and the applicant attended the meeting, but no one had any questions. There is correspondence in the background material regarding the potential for commercial development.

5. Zoning Map Amendment Approval Standards

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

Map Amendments.

- (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

Figure 3.4 within Connected to Tomorrow was utilized to determine which zoning district would be compatible with the Future Land Use Map.

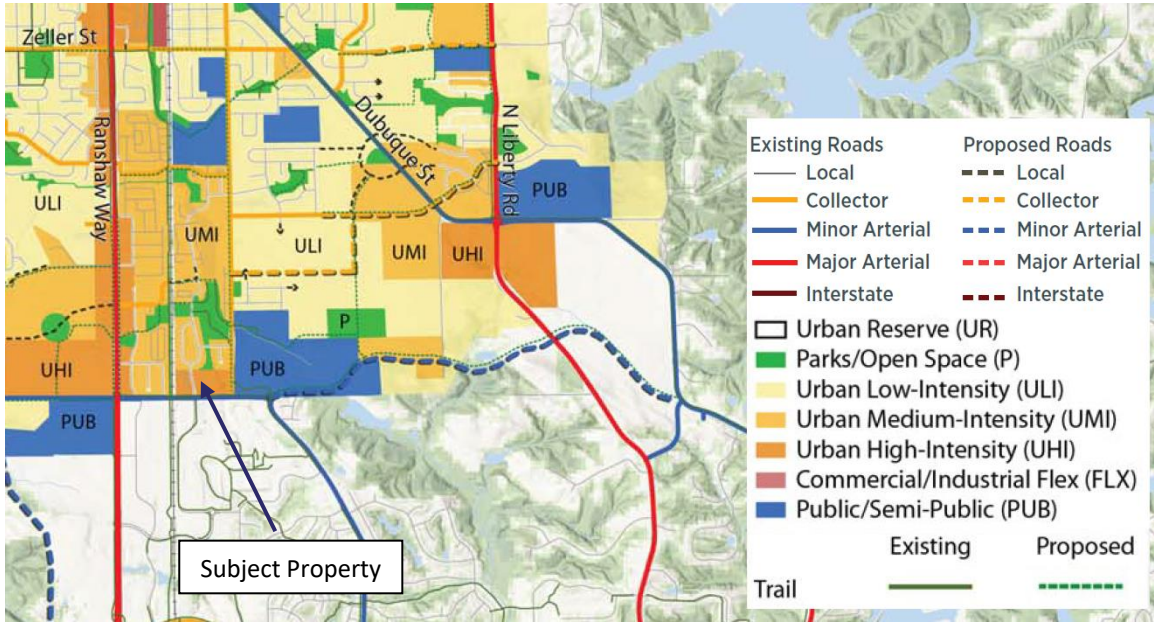
Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial						○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities					○	○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review
*Dwelling Units per Acre

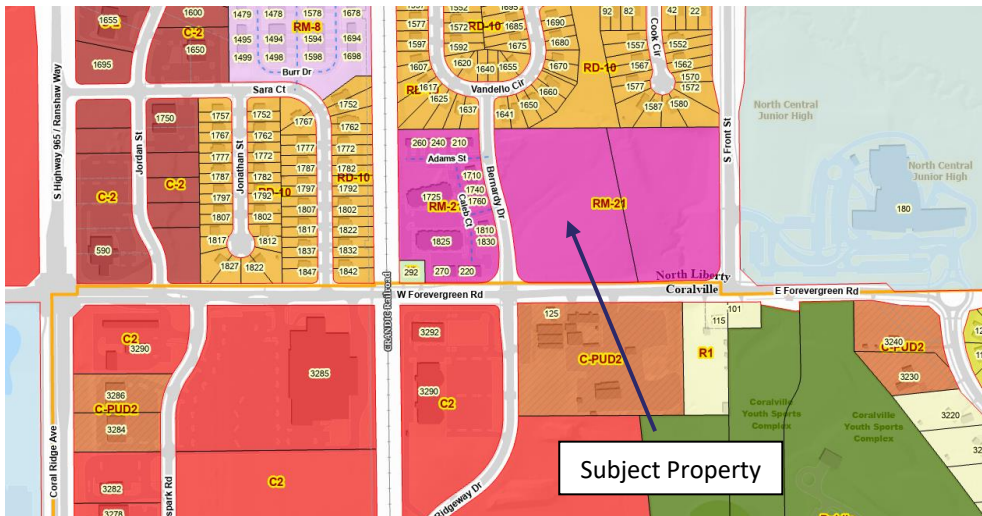
A primary consideration is the appropriateness of C-3 in this location. The property is designed Urban High Intensity (UHI) on the Future Land Use Map (FLUM). C-3 would be consistent with the FLUM.

The UHI Future Land Use Map designation was chosen for this and the adjacent properties due to the existing RM-21 Zoning and that Forevergreen Road is an arterial roadway, with planned extension to North Liberty Road and Dubuque Street.



It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan and adopted land use policies.

(b) The compatibility with the zoning of nearby property. As mentioned, Forevergreen Road is an arterial roadway, with planned extension to North Liberty Road and Dubuque Street. Additionally, there is commercial zoning and development on the south side of Forevergreen Road in the City of Coralville.



It is staff's opinion that the zoning map amendment would be compatible with the zoning of nearby property.

(c) The compatibility with established neighborhood character.
As mentioned, it is staff's opinion that the C-3 District would be appropriate in this location. To achieve greater compatibility with the Creekside Subdivision to the north, staff suggested (and the applicant agreed) that there be less intense residential development toward the north end of the property. *The C-3 zoning boundary would be approximately 115' from the southern boundary of the Creekside Subdivision.*

It is staff's opinion that the proposed zonings would be compatible with established neighborhood character.

(d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
It is staff's opinion that the proposed zonings would promote the public health, safety, and welfare of the City.

(e) The extent to which the proposed amendment creates nonconformities.
It is staff's opinion that the proposed zoning would not create any nonconformities.

6. Additional Considerations:

The intensity of the proposed development.

The C-3 District allows for commercial and multi-unit residences in either horizontal mixed-use (different buildings) or vertical mixed-use (same building) developments. There is no residential density restriction in the C-3 District.

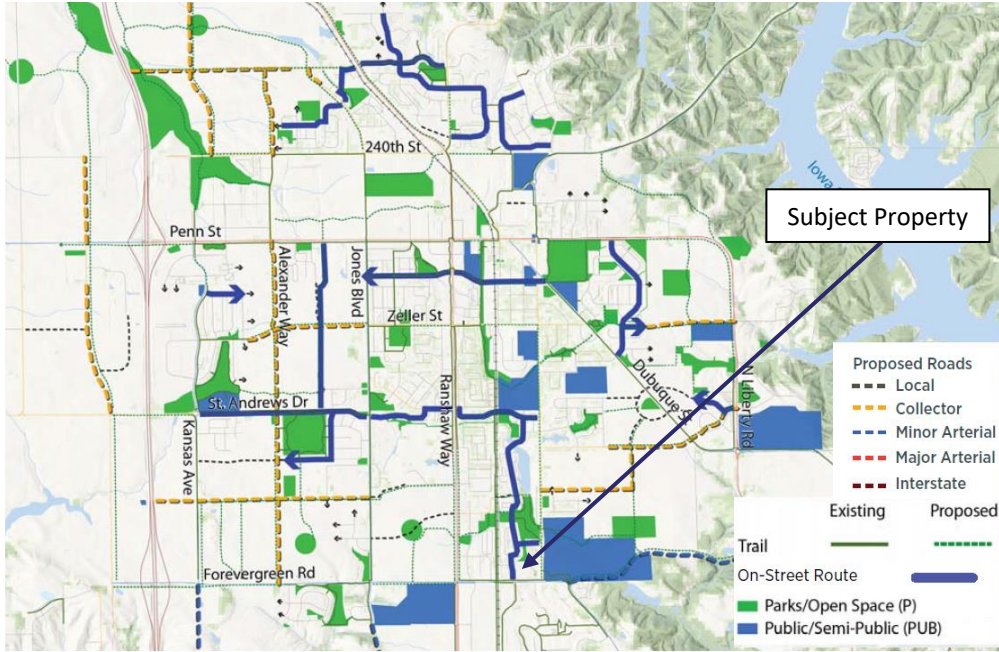
The concept provided to City staff shows 234 residential units in three buildings (45.6 units/acre). To maximum density and meet off-street parking standards, the building would be a "4 over 1", which is four-stories of wood framing over a concrete platform. Wood framing is less expensive than steel or metal framing or using entirely concrete. The concrete base allows builders to construct a building that is one story taller than would normally be allowed for entirely wood-framed buildings under building code.

Staff recognizes that the proposed development is on the higher end of residential density. Certainly, this density wouldn't be appropriate in all locations within the City. However, staff advocates for higher density and intensity in appropriate locations. This was considered when creating the North Liberty Connected to Tomorrow Comprehensive Plan Future Land Use Map, which was adopted in February 2023.

There is a trend toward creating a “15-minute city”, which provides access to all human needs by walking or bicycling 15 minutes or less. On next page is a graphical representation of an ½ mile urban node measured from the intersection of Ranshaw Way and Forevergreen Road. This would be approximately a 10-minute walk from the edge of the radius to the center. A node is the concentration of development near the intersection of major arterials where higher density, mixed-use development should occur. Within this node there is a (forthcoming) major healthcare institution, a major grocery store, retail, offices, and restaurants. It is staff’s opinion that the undeveloped 160 acres north of the hospital is one of the biggest opportunity sites in North Liberty.

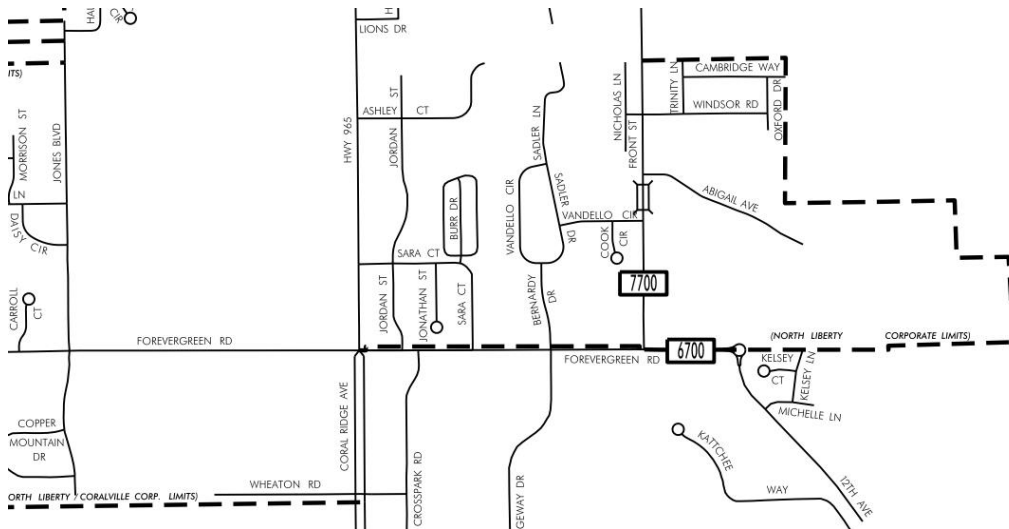


There is an 8' wide trail along the north side of Forevergreen Road and within a short distance, the 10' wide North Liberty Road regional trail. These tie into the existing and future City and regional trail network.



Traffic Considerations

The anticipated vehicle trips for mid-rise multi-family development is 5.44 per day. The concept provided to City staff shows 234 residential units in three buildings, which equates to 1,272 vehicle trips per day at full build out. Below is a map showing 2022 DOT traffic counts, which 6,700 vehicles trips per day. This is well below the maximum roadway capacity of this roadway segment.



Staff reached out to the City of Coralville regarding the anticipated future of the Forevergreen Road/Front Street intersection since it maintains this section of Forevergreen Road. The City Engineer indicated that they expect this intersection to become a roundabout at some point. Additionally, he indicated that the Coralville Youth Sports Park will eventually have a secondary access along Forevergreen Rd and that ideally, a fourth leg of the roundabout could become the secondary access (yellow). This would require some property acquisition.



7. Staff Recommendation:

Finding:

1. The rezoning request from RM-21 Multi-Unit Residence District to C-3 Higher-Intensity Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

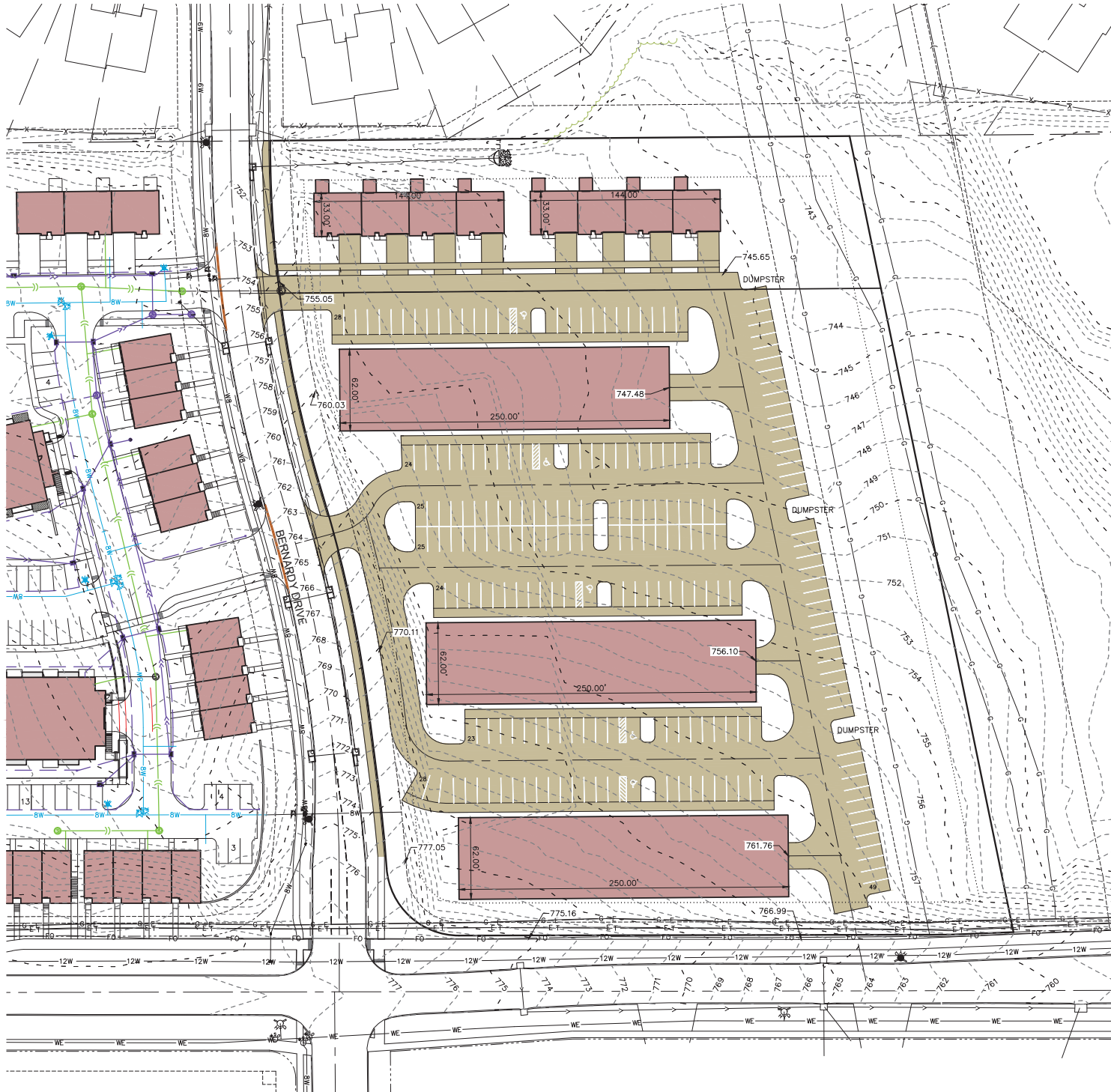
Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to C-3 Higher-Intensity Commercial District on approximately 5.12 acres to the City Council with a recommendation for approval.

Suggested motion:

I move that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval.

Concept Plan Only

6.32 ACRES



SITE CHARACTERISTICS:

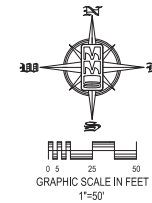
TOTAL AREA 6.32 ACRES
 FRONT SETBACK 25 FEET
 REAR SETBACK 20 FEET
 SIDE SETBACK 20 FEET

ZONE: RM-21
 LOT 1 AREA 1.19 ACRES
 TOTAL UNITS 8 UNITS
 DENSITY 6.7 UNITS/ACRE

ZONE: C3
 LOT 2 AREA 5.13 ACRES
 TOTAL UNITS 234 UNITS
 DENSITY 45.6 UNITS/ACRE

OUTDOOR PARKING 226 SPACES
 GARAGE PARKING 126 SPACES
 TOTAL PARKING 352 SPACES

REQUIRED PARKING 1 AND 2 BEDROOM UNITS 1.5 SPACES/UNIT



CIVIL ENGINEERS
 LAND PLANNERS
 LAND SURVEYORS
 LANDSCAPE ARCHITECTS
 ENVIRONMENTAL SPECIALISTS

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

Date	Revision

SITE CONCEPT

CREEKSIDE SOUTH

NORTH LIBERTY
 JOHNSON COUNTY
 IOWA

MMS CONSULTANTS, INC.

Date: 06-18-24

Designed by: JDM Field Book No:

Drawn by: Scale: 1"=50'

Checked by: Sheet No:

Project No: **1**

1296-278 of 1

Ryan Rusnak

From: Brian crow <northblackbird@gmail.com>
Sent: Thursday, September 19, 2024 7:05 AM
To: Ryan Rusnak
Subject: Re: [External] Northeast Corner of West Forevergreen Road and Bernardy Drive

You don't often get email from northblackbird@gmail.com. [Learn why this is important](#)

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.

Thank you for taking the time to respond to me. Your points are well taken. If I may, I'd like to say one last thing in response.

As you mentioned, the area is already highly commercialized, but so far the businesses are on the south side of Forevergreen Road, where there are basically no houses. People live on the north side of the road. Children walk to school on the north side of the road. Businesses on this block would be creating traffic and congestion for them.

Anyway, I'll stop bugging you about it now. Thanks again for your time.

Brian Crow

On Sep 18, 2024, at 8:14 AM, Ryan Rusnak <rrusnak@northlibertyiowa.org> wrote:

Hi Brian,

Thanks for participating in the virtual meeting. For feedback is valued.

Your concern about commercial uses if rezoned is valid.

I assume your concern over commercial is limited to certain uses (such as gas stations as you mentioned).

Even though that is not their intent, I struggle with the concept that no commercial is appropriate because Forevergreen is a major road and there is commercial across the street.

<image001.png>

RYAN "RUS" RUSNAK
PLANNING DIRECTOR
(319) 626-5747 office

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

From: Brian Crow <northblackbird@gmail.com>
Sent: Tuesday, September 17, 2024 6:58 PM
To: Ryan Rusnak <rusrnak@northlibertyiowa.org>
Subject: [External] Northeast Corner of West Forevergreen Road and Bernardy Drive

You don't often get email from northblackbird@gmail.com. [Learn why this is important](#)

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.

Hello, Ryan. My family and I are residents of the Creekside neighborhood and we are concerned about the proposed rezoning at the corner of Forevergreen Road and Bernardy Drive. I realize that Hodge's current plan is to simply build higher-density residential buildings on the site, but I am worried that the rezoning could open the door for potentially having businesses, etc in that area. This is a nice, peaceful neighborhood and it would be upsetting if someone dropped something like a gas station into it.

I just wanted to be sure you are aware that the people who live in this neighborhood might have some concerns about this proposal.

Thank you for your consideration.
Brian Crow

Ordinance No. 2024-10

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RM-21 MULTI-UNIT RESIDENCE DISTRICT TO C-3 HIGHER-INTENSITY COMMERCIAL DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended such that the below-described property (the "Property") is assigned a zoning designation of C-3 Higher Intensity Commercial District:

BEGINNING at the Southeast Corner of Lot 2 of Creekside South, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 98 of the Records of the Johnson County Recorder's Office; Thence S87°44'23"W, along the South Line of said Lot 2, a distance of 48.81 feet; Thence S89°53'34"W, along said South Line, 371.56 feet, to the Southwest Corner thereof; Thence Northwesterly, 82.56 feet, along the West Line of said Lot 2 on a 55.00 foot radius curve, concave Northeasterly, whose 75.02 foot chord bears N47°06'13"W; Thence Northwesterly, 62.64 feet, along said West Line on a 1101.59 foot radius curve, concave Southwesterly, whose 62.63 foot chord bears N05°43'44"W; Thence N07°21'28"W, along said West Line, 61.48 feet; Thence Northwesterly, 163.65 feet, along said West Line on a 980.00 foot radius curve, concave Southwesterly, whose 163.46 foot chord bears N12°08'30"W; Thence Northwesterly, 156.83 feet, along said West Line on a 920.00 foot radius curve, concave Northeasterly, whose 156.64 foot chord bears N12°02'32"W; Thence N89°32'10"E, 456.00 feet, to a Point on the East Line of said Lot 2; Thence S11°37'34"E, along said East Line, 498.65 feet, to the POINT OF BEGINNING. Said Rezoning Parcel contains 5.12 acres, and is subject to easements and restrictions of record.

SECTION 2. CONDITIONS IMPOSED. Pursuant to Iowa Code §414.5, the following conditions have been agreed to in writing by the property owner and are hereby imposed to satisfy public needs caused by the requested change upon said rezoning taking effect:

1. That the following uses are the only ones permitted on the Property:
 - a) Child Care Center
 - b) Dwelling – Multiple Unit
 - c) Dwelling – Mixed Use (including any otherwise permitted C-3 uses on the first floor).
 - d) Financial Institution
 - e) Office
 - f) Medical/Dental Office

2. That there be no direct access from the Property to West Forevergreen Road.

SECTION 3. 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 4. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on November 12, 2024.

Second reading on

Third and final reading on

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2024-10 in *The Gazette* on the ____ of _____, 2024.

TRACEY MULCAHEY, CITY CLERK



North Jones LLC Rezoning



October 1, 2024

Chris Hoffman, Mayor
City of North Liberty
3 Quail Creek Circle
North Liberty IA 52317

Re: Request of North Jones, LLC for a zoning map amendment (rezoning) from RM-8 Multi-Unit Residence District to RM-12 Multi-Unit Residence District on approximately 3.53 acres. The property is located at 1605, 1655 and 1695 North Jones Boulevard.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its October 1, 2024 meeting. The Planning Commission took the following action:

Finding:

1. The rezoning request from RM-8 Multi-Unit Residence District to RM-12 Multi-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the zoning map amendment to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Amy Yotty, Chairperson
City of North Liberty Planning Commission

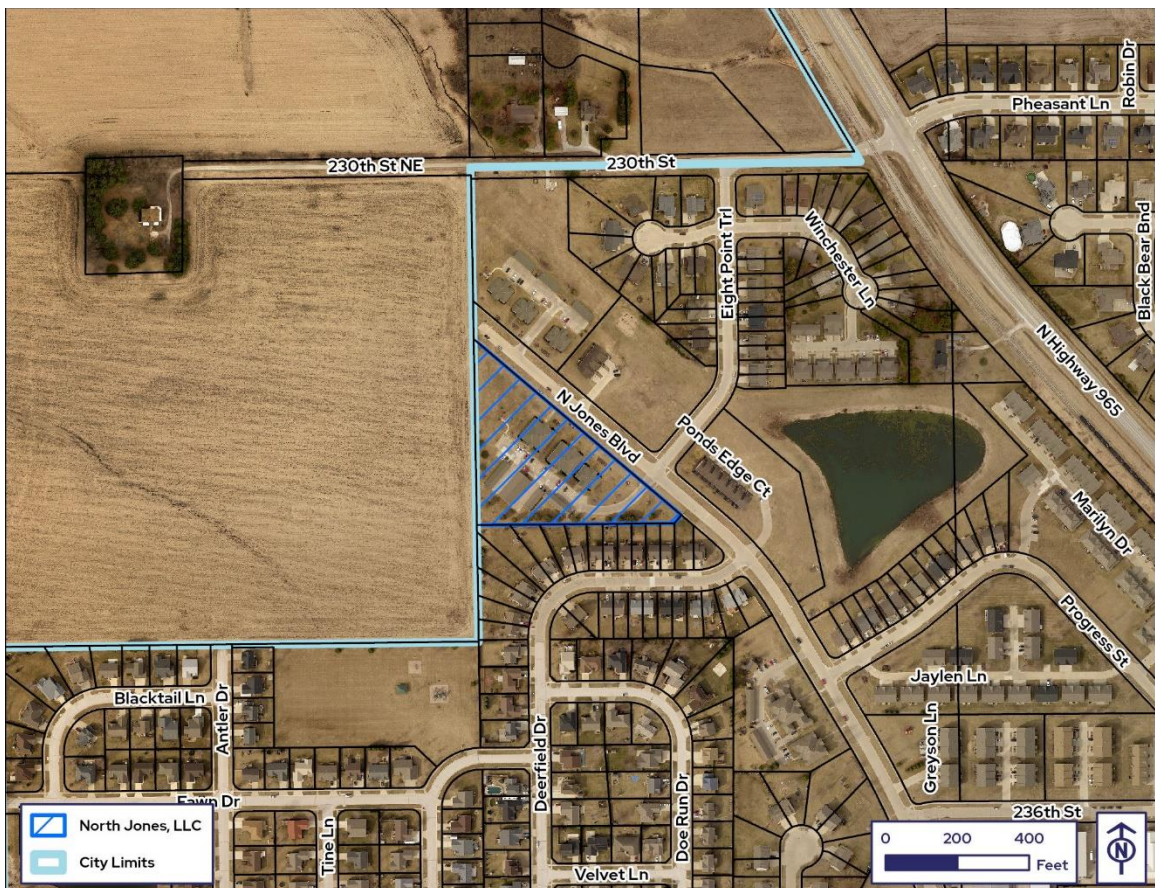


To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **September 27, 2024**
 Re **Request of North Jones, LLC for a zoning map amendment (rezoning) from RM-8 Multi-Unit Residence District to RM-12 Multi-Unit Residence District on approximately 3.53 acres. The property is located at 1605, 1655 and 1695 North Jones Boulevard.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo.

1. Request Summary:

The purpose of the request is to construct another multi-unit residence north of 1695 North Jones Boulevard.



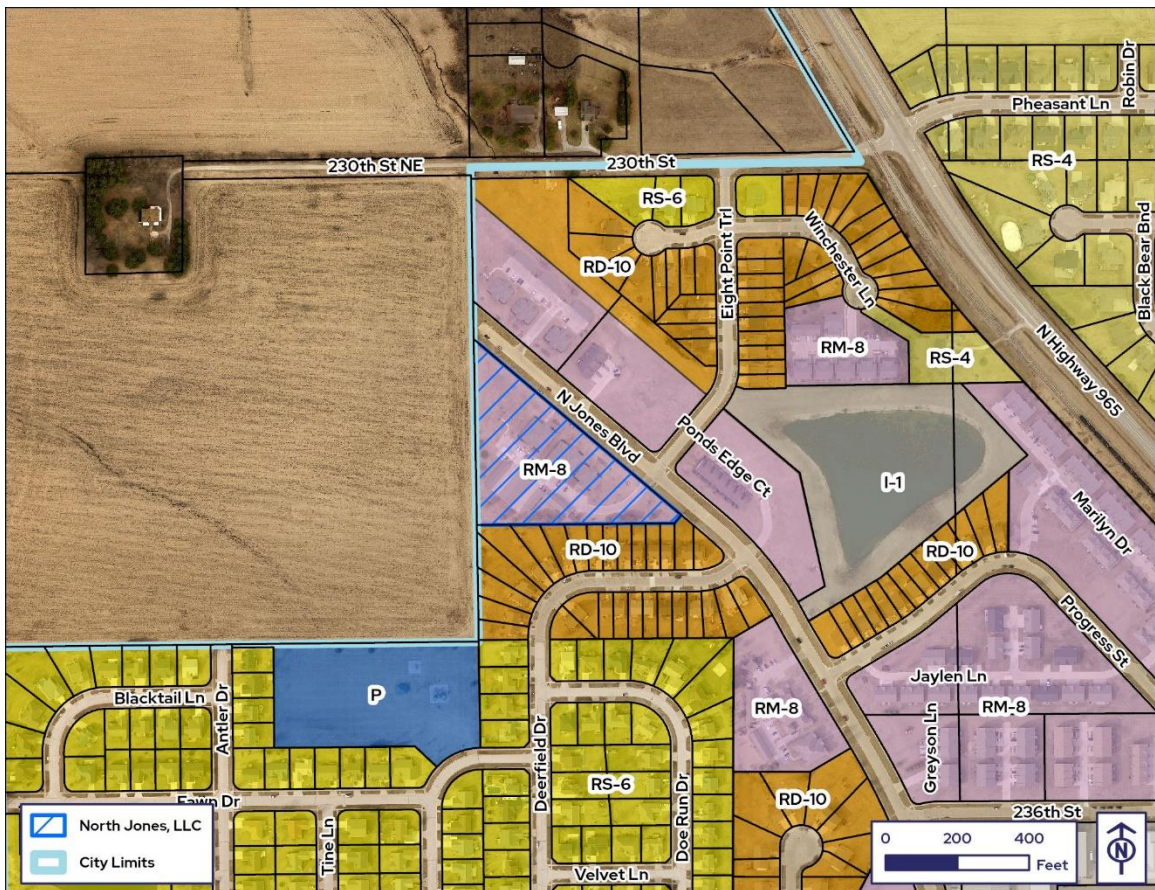
2. Current and Proposed Zoning:

Current Zoning

RM-8 Multi-Unit Residence District. The RM-8 District is intended to provide and maintain medium-density, multiple-unit housing residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RM-8 District.

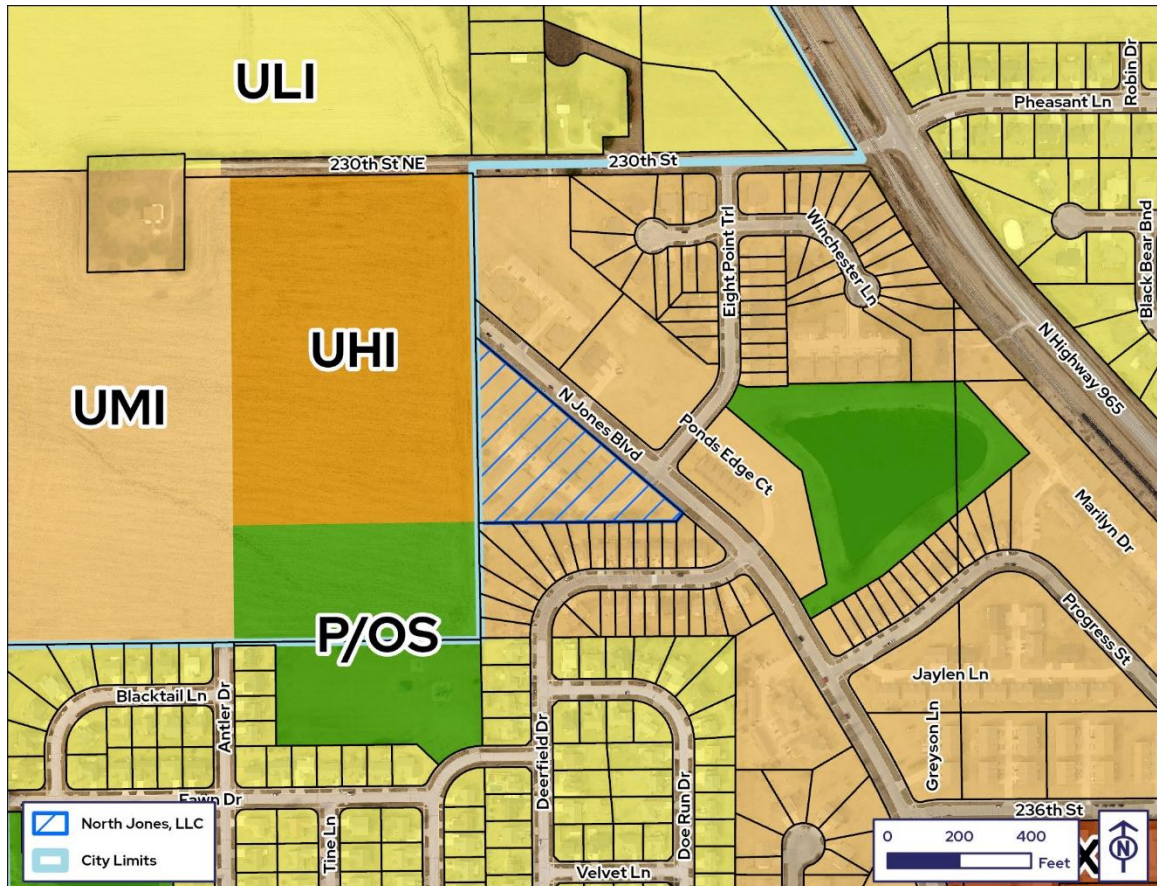
Proposed Zoning

RM-12 Multi-Unit Residence District. The RM-12 District is intended to provide and maintain medium-density, multiple-unit housing residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RM-12 District.



3. Consistency with Comprehensive Plan:

Land Use Plan designation: Urban Medium Intensity.



Urban Medium Intensity Description

More variety in housing arrangements and more allowance for activity areas that draw people from outside the immediate area for services or recreation. Increased intensity (compared to ULI) improves opportunities for economic activity and social interaction. Medium intensity areas include mostly a horizontal mix of residential and non-residential uses at compatible moderate densities and scale, although there may be opportunities for vertical mixed-use.

Residential

Uses include a variety of housing types that may be on smaller lots. Housing mix can include single-family detached homes, duplexes, townhomes, and multifamily buildings to create integrated neighborhoods.

Form and Features

- » General aggregate development density of 7 to 14 dwelling units per acre. Innovative designs should allow more public spaces than ULI.
- » Attached housing developments maintain the identity of the individual housing units.
- » High connectivity with multiple access points into neighborhoods. As compared to ULI, UMI encourages closer proximity between transportation, housing, and commercial services.

4. Public Input:

A virtual good neighbor meeting was held on September 17, 2024. No one outside of City staff and the applicant attended the meeting. There are no objections to the request.

5. Zoning Map Amendment Approval Standards

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

Map Amendments.

- (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

Figure 3.4 within Connected to Tomorrow was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	○	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial						○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities					○	○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review
*Dwelling Units per Acre

The RM-12 District permits up to 12 units/per, which is within the allowable density of the Urban Medium Intensity Land Use designation. It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan and adopted land use policies.

- (b) The compatibility with the zoning of nearby property.
It is staff's opinion that the proposed zoning would be compatible with nearby property.

- (c) The compatibility with established neighborhood character.
It is staff's opinion that the proposed zoning would be compatible with established neighborhood character.

(d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

It is staff's opinion that the proposed zoning would promote the public health, safety, and welfare of the City.

(e) The extent to which the proposed amendment creates nonconformities.

It is staff's opinion that the proposed zoning would not create any nonconformities.

6. Additional Considerations:

There are none.

7. Staff Recommendation:

Finding:

1. The rezoning request from RM-8 Multi-Unit Residence District to RM-12 Multi-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment (rezoning) from RM-8 Multi-Unit Residence District to RM-12 Multi-Unit Residence District on approximately 3.53 acres to the City Council with a recommendation for approval.

Suggested motion:

I move that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval.

Ordinance No. 2024-11

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RM-8 MULTI-UNIT RESIDENCE DISTRICT TO RM-12 MULTI-UNIT RESIDENCE DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended such that the below-described property (the "Property") is assigned a zoning designation of RM-12 Multi-Unit Residence District:

Lot 15 of Deerfield Seventh Addition to North Liberty, Iowa, in accordance with the Plat thereof recorded in Plat Book 45 at page 216 of the Records of the Johnson County Recorder's Office. Said Rezoning Parcel contains 3.53 acres, and is subject to easements and restrictions of record.

SECTION 2. CONDITIONS IMPOSED. At the October 1, 2024, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

SECTION 3. 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 4. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on October 22, 2024.
Second reading on November 12, 2024.
Third and final reading on

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2024-11 in *The Gazette* on the ____ of _____, 2024.

TRACEY MULCAHEY, CITY CLERK



Additional Information

To North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date November 21, 2024
Re Fire Department Report to Council – November 2024

I'd like to thank those of you who were able to take the opportunity to tour our training facility this past month. I know there are more that would like to take a look, and we are excited to show it off. The facility is a significant portion of our formula to improve our services. We truly appreciate your support for this project.

This memo finds the fire department with an upswing in workload. Over the past two weeks the department has responded to three building fires and multiple, significant vehicle accidents. All in addition to the day to day medical and fire alarm responses. On November 11th, at 4:27 am, we received a report of a waterflow alarm (sprinkler system) at 1010 Rachael Street. The police department arrived on scene and advised a flowing sprinkler system and smoke on the second floor. The responding fire unit upgraded the alarm to a "building fire" which prompted additional units as well as the Coralville and Solon Fire Departments. The first arriving NLFD unit quickly assessed the situation, finding a locked apartment door, low heat, and a flowing sprinkler head in apartment 204. This crew of three firefighters forced the locked door, found smoke from ceiling to floor, and moved into the apartment to quickly search for civilians. Two children were found in a back bedroom and were quickly brought out and handed off to a member of the NLPD. The crew then returned to the apartment to locate and extinguish the fire in the living room.

I bring this situation up for multiple reasons. First, we don't often get the opportunity to make a "grab" or remove fire victims from a burning building. The kids were evaluated and found to be injury free. This is certainly a win and one worth celebrating. Second, this is a prime example of where we are in our evolution as a fire department. The training, equipment, and culture of the NLFD has improved and developed over the past number of years. These types of incidents are an indication that we have thinking firefighters, trained to evaluate and execute during stressful situations. I'm extremely proud of the firefighters who made the "grabs" as well as all of those who have worked tirelessly behind the scenes to get us to where we are today. This includes the support provided by city administration and current and past council members. I can't thank you enough for the help in getting us here. All this said, we aren't where we need to be. While it's important to celebrate the success, its also important to keep reaching toward that next benchmark. Onward and upward!

Our year-to-date call statistics are also attached to this memo.



North Liberty Fire Department 2024 Monthly/YTD Response Report

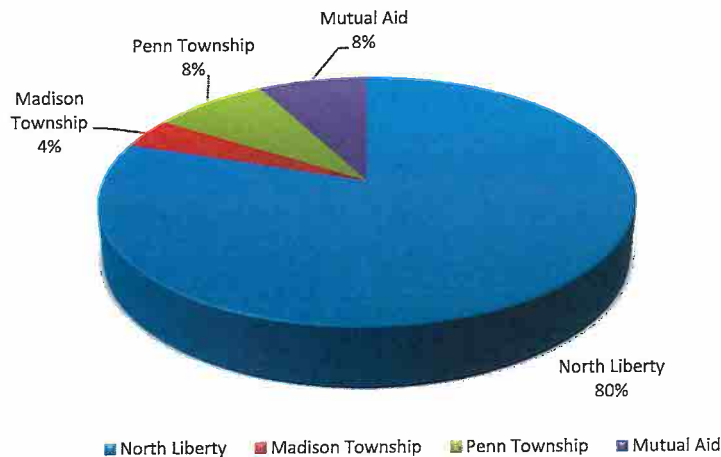
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	127	89	112	117	108	115	129	129	119	145			1190	80.30%
Madison Township	14	3	4	5	9	7	3	3	5	4			57	3.85%
Penn Township	9	9	9	15	14	16	17	13	12	7			121	8.16%
Mutual Aid	6	15	7	10	7	10	16	13	16	14			114	7.69%
Total Responses	156	116	132	147	138	148	165	158	152	170			1482	

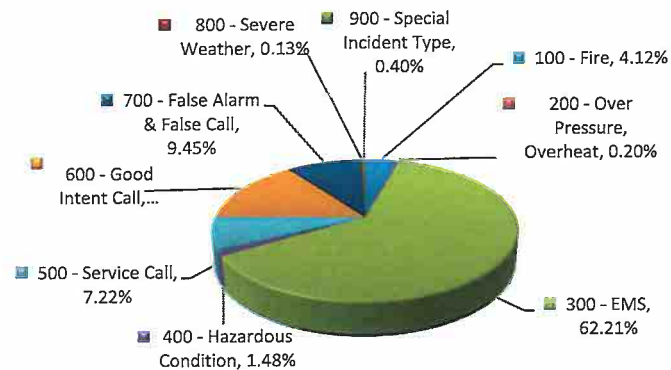
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	4	10	8	7	2	6	6	8	6	4			61	4.12%
200 - Over Pressure, Overheat						2		1					3	0.20%
300 - EMS	89	68	84	90	93	104	105	95	94	100			922	62.21%
400 - Hazardous Condition	5	1	1	1	2	1	4	2	2	3			22	1.48%
500 - Service Call	9	9	8	10	10	5	11	17	13	15			107	7.22%
600 - Good Intent Call	27	16	19	24	20	19	22	21	18	33			219	14.78%
700 - False Alarm & False Call	21	12	12	13	11	11	16	14	18	12			140	9.45%
800 - Severe Weather				2									2	0.13%
900 - Special Incident Type	1						1		1	3			6	0.40%
Total Responses	156	116	132	147	138	148	165	158	152	170			1482	

2024 District Responses YTD
(Rounded Percentage)



2024 Type of Incidents YTD
(Percentage)





North Liberty Fire Department 2024 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date
Total Responses for Month	156	116	132	147	138	148	165	158	152	170	0	0	1482
Average Responders per Incident (Including Members at Station)	4.4	4.4	4.3	4.8	4.9	4.7	4.5	4.9	4.73	5.04			Year To Date
# Incidents with 2 or less Responders	11	5	6	9	4	2	10	1	1	2			Year To Date
% Incidents with 2 or less Responders	7.1%	4.3%	4.5%	6.1%	2.9%	1.4%	6.1%	0.6%	0.7%	1.2%			Year To Date
90th Percentile Turnout Time - (Minutes)	3:03	2:39	2:58	3:06	3:13	3:09	3:21	2:50	2:54	2:42			2:58

North Liberty Fire Department Emergent Response Turnout Statistics (Lights & Sirens)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date
Total Emergent (Including Downgraded) Responses for Month	114	85	104	110	98	106	119	111	99	132			1078
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	6	1	12	14	6	3	3	6	2	3			Year To Date
# of Incidents with Turnout Time 2 Minutes or Less - Part-Time	8	6	8	13	5	9	12	14	16	15			Year To Date
# of Incidents with Turnout Time 2 Minutes or Less - Full-Time	51	54	54	48	53	52	52	56	50	80			Year To Date
# of Incidents with Turnout Time 2 Minutes or Less - Total	65	61	73	75	64	64	67	76	68	98			Year To Date
% Incidents with Turnout Time 2 Minutes or Less	57.0%	71.8%	70.2%	68.2%	65.3%	60.4%	56.3%	68.5%	68.7%	74.2%			Year To Date

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

North Liberty Fire Department Auto/Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1	2	3		1	2	6	7	4	1			27	1.82%
Auto Aid - Iowa City (52003)	1	2		4		1	3		1	1			13	0.88%
Auto Aid - Solon (52008)	2	4	1		3	3	1	1	1	1			17	1.15%
Auto Aid - Swisher (52009)	2	6	1	5		3	5	1	4	8			35	2.36%
Auto Aid - Tiffin (52010)		1	1	1	2	1	1	2	3	3			15	1.01%
Mutual Aid - Other Fire Departments			1		1			2	3				7	0.47%
Total Responses	6	15	7	10	7	10	16	13	16	14	0	0	114	7.69%

North Liberty Fire Department Auto/Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	6	2	3	3	5	2	5	7	2	4			39	2.63%
Auto Aid - Iowa City (52003)	1						1	1					3	0.20%
Auto Aid - Solon (52008)	1	2	4	3	1	2	4	5	1	4			27	1.82%
Auto Aid - Swisher (52009)	5		1	3		3	1	2	2	2			19	1.28%
Auto Aid - Tiffin (52010)	2		1		3		3	1	2	1			13	0.88%
Mutual Aid - Other Fire Departments													0	0.00%
Total Responses	15	4	9	9	9	7	14	16	7	11	0	0	101	6.82%