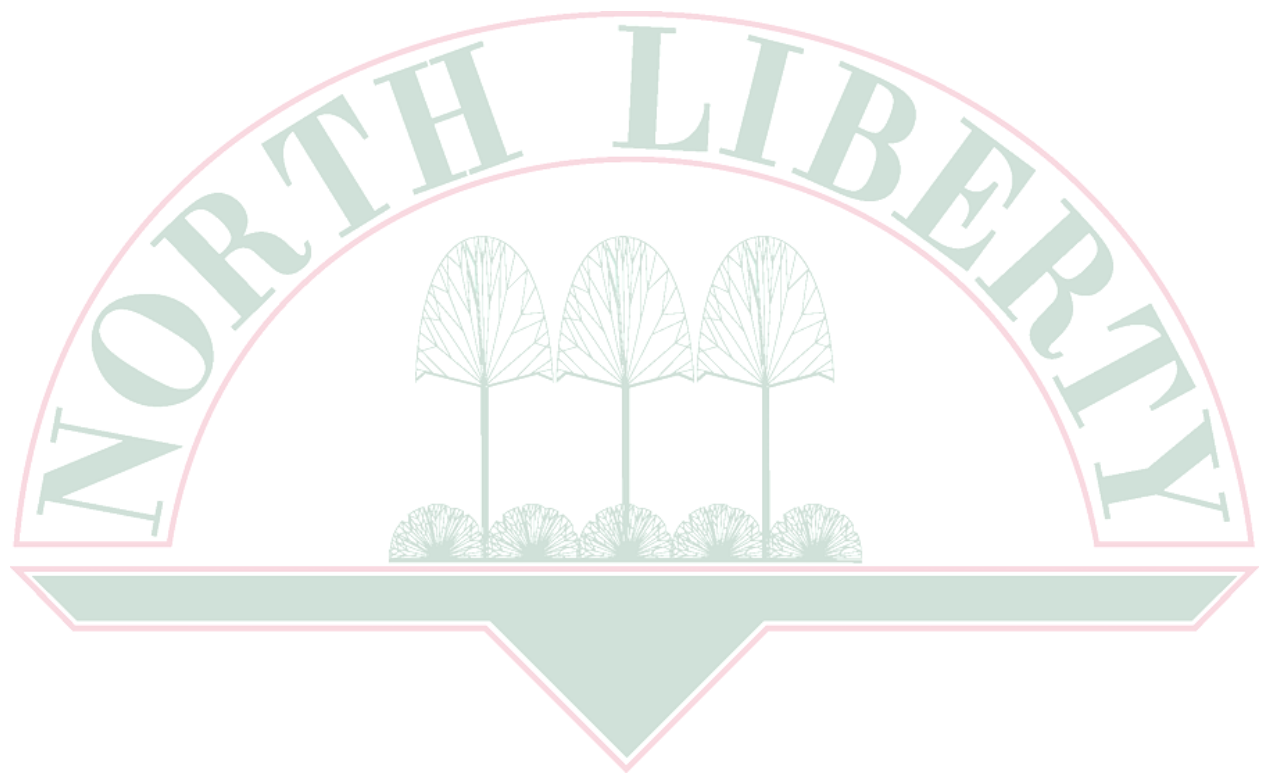




North Liberty City Council  
Work Session  
and Regular Session  
November 27, 2018

# City Administrator Memo





# City Council Memo

for November 27, 2018

from the desk of Ryan C. Heiar

## Meetings & Events

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

Monday, Dec 3 at 6:00p.m.  
Communications Commission

Tuesday, Dec 4 at 6:30p.m.  
Planning Commission

Thursday, Dec 6 at 7:00p.m.  
Parks & Recreation  
Commission

Friday, Nov 23  
Thanksgiving Holiday – City  
Offices Closed

Tuesday, Dec 11 at 6:30p.m.  
City Council

***Note: Second City Council  
Meeting in December  
Canceled***

## Consent Agenda

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

- City Council Minutes (11/13/18)
- Claims
- October Revenues
- October Treasurer's Report
- Liquor License – The Leaderboard

## Fund Balance Policy

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With an unrestricted general fund balance of \$4.7 million (43% of revenues), staff is recommending approval of a Fund Balance Policy that will provide Council and staff direction during the budget process and throughout the year as projects arise. At a recent conference, Assistant City Administrator Mulcahey attended a session on fund balance policies and has drafted the included document using best practices established across the country. Essentially, the policy states that North Liberty's unrestricted general fund balance will remain between 25% and 30% of revenues at all times. If the balance is higher than 30% in a given year, the Council will be asked to allocate the surplus funds to a current or future program or project. If a City Council decided to spend below the 25% reserve, a repayment plan would require approval in conjunction with the spending. If this policy is approved, after the FY18 audit is completed (mid-December), a final fund balance amount will be determined, at which time allocation of funds over the 30% threshold can be discussed.

## Main Street Vacation – 2<sup>nd</sup> Reading

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With the design of the police station and the Main Street improvements projects happening concurrently, staff and consultants determined that the right-of-way in front of the Police Station property could be reduced without any negative impacts to the roadway and to the benefit of the police station project. Staff recommends vacating 10 feet of the street right-of-way (going from 80 feet to 70) to the adjacent police station site.

## DERS 380 LLC, Moyna Rezoning

---

This request is to rezone property to permit a wide variety of commercial uses on property long-planned for commercial development. No site

**Ryan C. Heiar, City Administrator**

rheiar@northlibertyiowa.org • office (319) 626-5700 • fax (319) 626-3288 • cell (319) 541-8404

plan is prepared for this rezoning, and that is considered acceptable because the property is large, and the owner is attempting to market the site for multiple lots/businesses; and a formal site plan will be required prior to any development on the property. The property is shown as “Commercial with Residential” on the Land Use Plan, and so the request is consistent with that policy. Commission and staff recommend approval of the rezoning.

## **2019 Trail Network Upgrades**

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The FY19 budget includes \$215k for trail network upgrades, specifically priorities 4 – 9 as identified on the map included in the packet. (Note: Priority 4 was completed last year as part of the Arby's project). As staff was working with Shive Hattery to further develop the scope of this project, it was determined that the budgeted amount of \$215k is not enough to fund priorities 5 - 9. Staff is recommending to complete priorities 5, 8 and 11 in FY 19, for a total estimated project cost of just over \$200k. Included in the packet is a design proposal from Shive Hattery for the trail network upgrades (priorities 5, 8 and 11), also recommended for approval by staff.

## **Project Funding: Forevergreen Road and Police Station**

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The agenda includes a resolution setting a hearing for proposals to enter into loan agreements. The first loan agreement is for the Forevergreen Road project, currently being constructed by the IDOT. Traditional borrowing from a lending institute is not needed for this project because the IDOT has agreed to front the project costs. The City has formally agreed to repay the IDOT for a portion of this project overtime, thus resulting in a form of non-traditional borrowing. The City's bond counsel, Dorsey Whitney, is recommending the City Council take action similar to the traditional borrowing process to ensure compliance with the law.

The second potential loan agreement is for the Police Station project and adds an additional \$1 million in borrowing authority. After the project bids came in \$1+ million above the architect's estimate, staff has been and continues to work with the architect and builder to evaluate options to reduce costs. Various cost cutting measures have been identified; however, in order for this project to move forward without significant reductions to the scope, additional funding is necessary. Staff recommends that Council set a hearing date for December 11. At that meeting, Council will be asked to approve a resolution providing the City with additional borrowing authority for this project. These actions will not require the Council to borrow all or even some of the addition money; rather, these actions will provide Council another option to consider when evaluating project funding. Also at the December 11 meeting, staff will present cost reduction recommendations as well as provide an estimate of the additional funding needed to move forward with the project.

## **Annual Appropriations**

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

Company	Amount	Length of Agreement	Year of Agreement	Agreement Terms
A&M Development	\$98,087	Dependent on type of development, not-to-exceed \$5 mil		
Corridor Media Properties (CBJ)	\$32,106	10 years	2	100% of taxes rebated annually for 10-years
Spotix	\$71,093	7 years	2	100% of taxes rebated annually for 7-years, not-to-exceed \$400,000
<b>Total</b>	<b>\$201,286</b>			

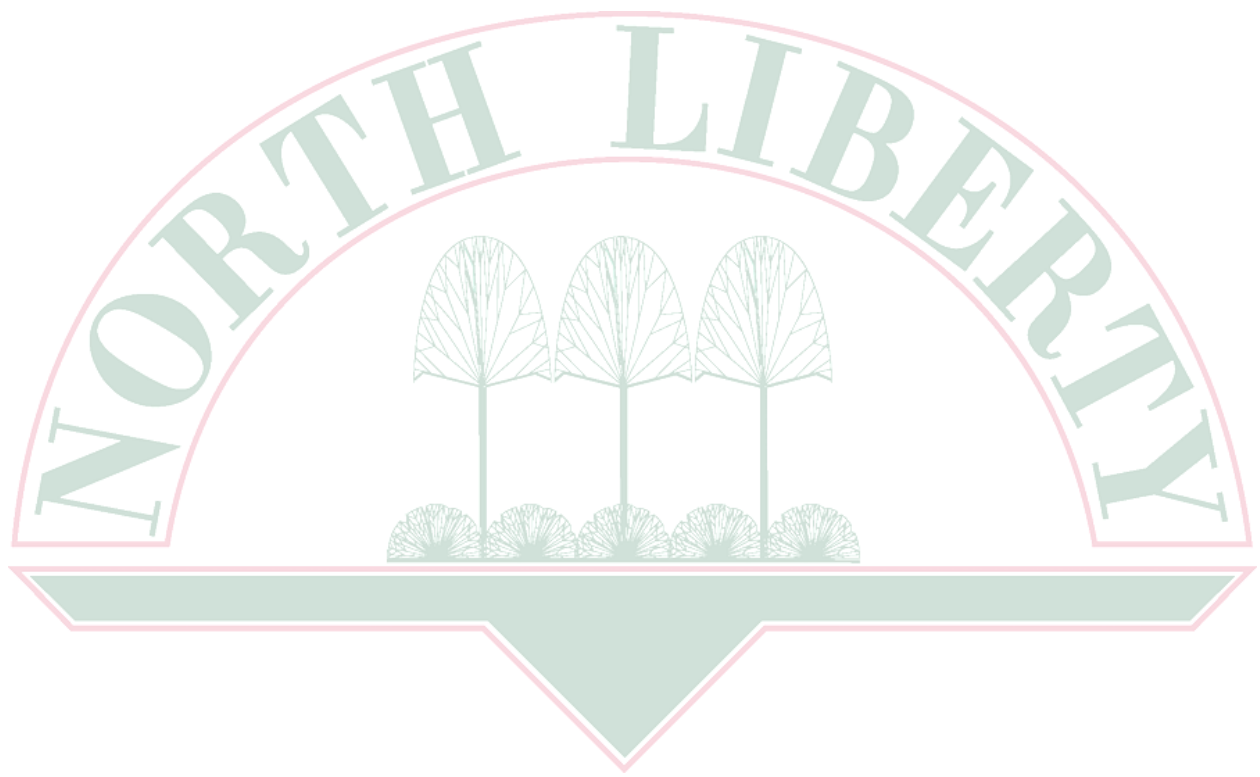
## **FY20 Annual Urban Renewal Draw**

The Urban Renewal Draw, also known as the TIF Indebtedness Report, and not to be confused with annual appropriations identified above, recognizes the amount of TIF revenue (\$4.863 million) that needs to be certified in FY20 in order to make debt and rebate payments. Staff recommends approval of the certification. A full report is included in your packet.

## **FY18 Annual Urban Renewal Report**

The Urban Renewal Report provides a history of the urban renewal and TIF projects, valuations and spending in North Liberty. This report, once approved, is required to be filed with the state. Staff recommends approval of the FY 18 Urban Renewal Report.

# Agenda





## Agenda

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North Liberty City Council  
November 27, 2018  
Work Session  
6:00 p.m.  
Regular Session  
6:30 p.m.  
City Council Chambers  
1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. FY 2020 Budget Work Session  
Discussion regarding goal setting for FY 2020 Budget
5. Consent Agenda
  - A. City Council Minutes, Regular Session, November 13, 2018
  - B. Claims
  - C. October Revenues
  - D. October Treasurer's Report
  - E. Liquor License Application, The Leaderboard
6. Public Comment
7. City Planner Report
8. City Engineer Report
9. Assistant City Administrator Report
10. City Administrator Report
11. Mayor Report

12. Fund Balance Policy

- A. Resolution Number 2018-145, A Resolution approving the General Fund Financial Reserve Policy for the City of North Liberty, Iowa

13. Main Street Right of Way Vacation

- A. Second consideration of Ordinance Number 2018-11, An Ordinance vacating a portion of right-of-way in North Liberty, Iowa

14. DERS 380 LLC, Moyna North LLC Rezoning

- A. Public Hearing regarding rezoning application of property from I-D Interim Development to C-2-A Commercial
- B. Planning Commission and Staff Recommendations
- C. First Consideration of Ordinance Number 2018-12, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by DES 380 LLC, Moyna North LLC to those set forth in the Municipal Code for the C-2-A Commercial District

15. 2019 Trail Network Upgrades

- A. Resolution Number 2018-146, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery for the 2019 Trail Network Upgrades Project

16. Project Funding

- A. Resolution Number 2018-147, A Resolution setting the date for public hearings on proposals to enter into General Obligation Loan Agreements and to borrow money thereunder

17. Annual Appropriations FY 20

- A. Resolution Number 2018-148, A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (Spotix, Inc.)
- B. Resolution Number 2018-149, A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (A & M Development)
- C. Resolution Number 2018-150. A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (Corridor Media Properties, LLC)



18. FY 20 Annual Urban Renewal Draw

- A. Discussion and possible action on the Annual Urban Renewal funds request

19. FY 18 Annual Urban Renewal Report

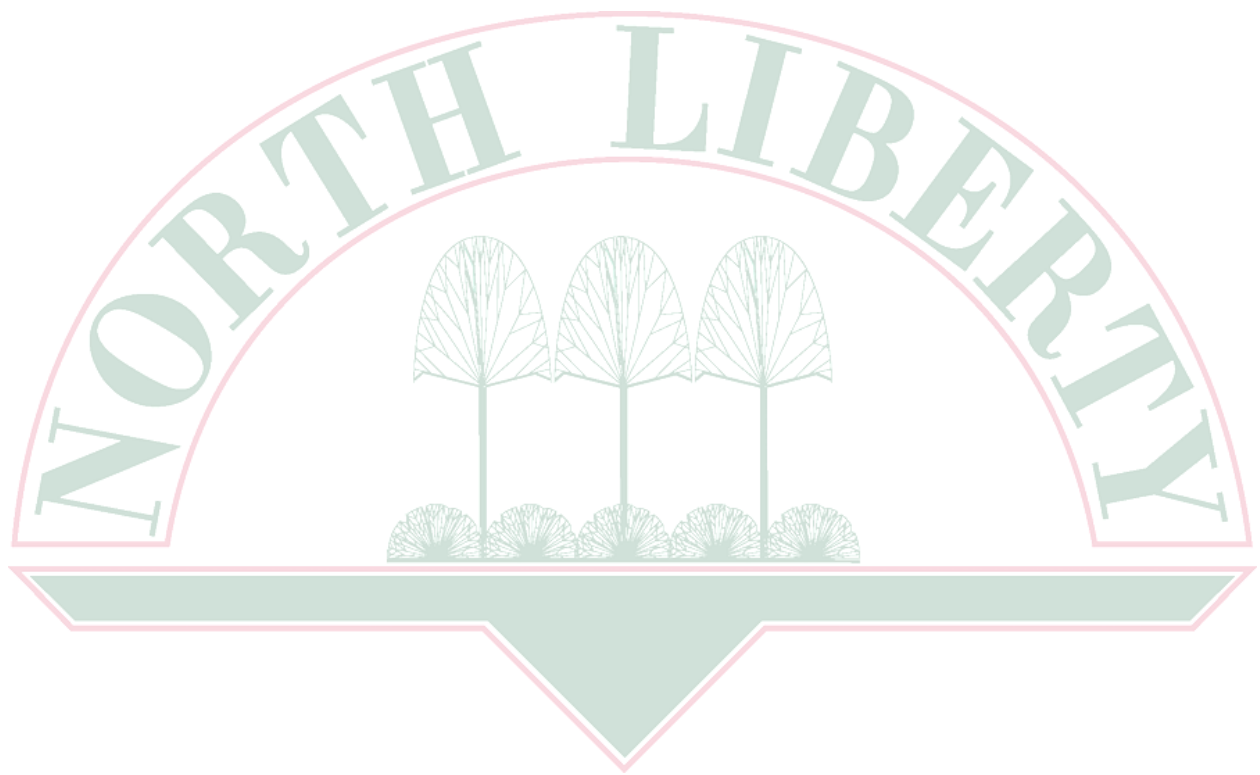
- A. Discussion and possible action on the Annual Urban Renewal Report

20. Old Business

21. New Business

22. Adjournment

# **FY 2020 Budget Worksession**



# **City of North Liberty FY20 Budget Goal Setting**



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**November 27, 2018 • North Liberty City Council Chambers • 6:00 PM**

# Budget Timeline

September 14 – November 19	Department Heads create budgets, including Capital Projects
November 19	Proposals submitted to Assistant City Administrator and City Administrator
November 27	City Council Work Session – FY20 Budget Goals
November 27 – December 14	Department Head meetings with City Administrator
<b>January 15</b>	<b><i>Budget Work Session with City Council</i></b>
<b>January 22</b>	<b><i>Possible second Budget Work Session with City Council</i></b>
February 12	Final budget report to City Council
February 21	Publication of proposed budget
March 12	Public Hearing on proposed budget and adoption
March 15	Final Budget is due to State

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# Budget Goal Setting - Meeting Objectives

- Abbreviated version of previous goal setting sessions; focus on capital projects and new programs for FY20
  - Highlight projects that are currently being implemented or have recently been completed
  - Identify projects in the on-deck circle or those that have been discussed by the Council throughout the year
  - Gather feedback from Council regarding projects and/or programs to consider implementing in FY20
  - Seek guidance on the amount of social service funding to include in the FY20 budget
-

# Recently Completed and Ongoing Projects (FY19)

Project Title	Project Description	Cost
Police Station	Design and construct a new Police Station on civic campus site.	\$5,000,000
Penn Meadows Park Improvements	Upgrade spectator seating and install shade/foul ball protection structure. Upgrade interior park trails from gravel to concrete.	\$280,000
Centennial Park Development	Design climate controlled shelter and amphitheater and contract with fundraising consultant; install playground equipment.	\$750,000
Deerfield Park Improvements	Install concrete border around playground with ADA ramp and trail connection.	\$30,000
Koser Park Improvements	Upgrade spectator seating and include shade structure; install concrete around storage building and upgrade appearance of building.	\$26,000
Dog Park	Purchase land for dog park; complete grading, fencing, and other site prep.	\$10,000
Trail Network Upgrades	Priorities 5, 8 & 11 on the "Trails Projects" map.	\$215,000
Security Upgrades	Replace cameras throughout the Community Center facility.	\$36,000

# Recently Completed and Ongoing Projects (FY19)

Project Title	Project Description	Cost
Aquatic Center Upgrades & Renovations	Projects to be determined after Aquatics Plan approved.	\$150,000
North Main Street	Reconstruction of North Main Street, from Cherry Street to Dubuque Street.	\$985,000
Penn & Front Street Corridor Improvements	Construct roundabouts at Penn/Front Street and North Bend/Front Street and sight distance improvements on Penn Street.	\$4,000,000
Kansas Avenue	Reconstruct Kansas Avenue, from Forevergreen Road to St. Andrews Drive. Includes trail on west side of Kansas Avenue, roundabout at St. Andrews Drive and water main extension.	\$5,600,000
West Forevergreen Road*	Reconstruct W. Forevergreen Road, from Covered Bridge Road to Kansas Avenue. This is a two phase project in conjunction with the IDOT.	\$2,500,000
Ranshaw House	Renovation of the historic house (projects span FY18 & FY19).	\$200,000

# Projects Identified in the FY20 Capital Improvements Plan

Project Title	Project Description	Cost
Ladder Truck	Replace 2003 75' ladder truck with 100' ladder/platform truck.	\$1,250,000
Pumper/Tanker	Replace 2007 Pumper/Tanker truck.	\$250,000
Trail Network Upgrades	Priority 10 on the "Trails Projects" map.	\$287,000
Community Center Playground	Install concrete border around playground with ADA ramp and trail connection.	\$25,000
Beaver Kreek Park	Install LED trail lighting and creek cleanout and rip rap.	\$26,000
Dog Park	Annual designation of funds for a future dog park.	\$10,000
Babe Ruth Field Enhancements	Upgrade or replace restrooms/concessions/ storage building (possible joint project with field users).	\$150,000
Centennial Park Development	Construct climate controlled shelter and amphitheater.	\$2,000,000
Aquatic Center Upgrades & Renovations	Projects to be determined after Aquatics Plan approved.	\$150,000
St. Andrews Drive	Reconstruct St. Andrews Drive from Centennial Park to Kansas Avenue.	\$2,200,000
West Forevergreen Road*	Reconstruct W. Forevergreen Road, from Jones Boulevard to Covered Bridge Road.	\$2,500,000



# Projects Identified in the 2018-2020 Goals Report



- Develop overarching strategic plan, including community identity and vision planning;



- Develop a master plan for the North Front Street, North Dubuque Street, and East Cherry Street intersection;



- Conduct housing market inventory & needs analysis;



- Update Park Plan, including recreation;



- Street and sidewalk improvements on North Bend Drive from Centro to Dubuque Street intersection (related to new Grant Elementary School); and



- Inventory sidewalks and accessibility of network to ensure people can physically get around.
-

# Other Projects Informally Discussed Throughout the Year

- West Penn Street & Alexander Way pedestrian connection – \$35,000
- Crisis Intervention Access Center (Behavioral Health Urgent Care) request – \$500,000
- West Penn Street, Kansas Avenue & West Forevergreen Road streetscapes – TBD
- Design Next Phase of Civic Campus
- New park land funding allocation – TBD
- Veterans' Benefits Program – TBD
- Other

**What projects would you like to accomplish in FY20?**

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# Social Services

- FY18
  - \$119,877 requested
  - \$105,000 awarded
- FY19
  - \$135,786 requested
  - \$109,011 awarded

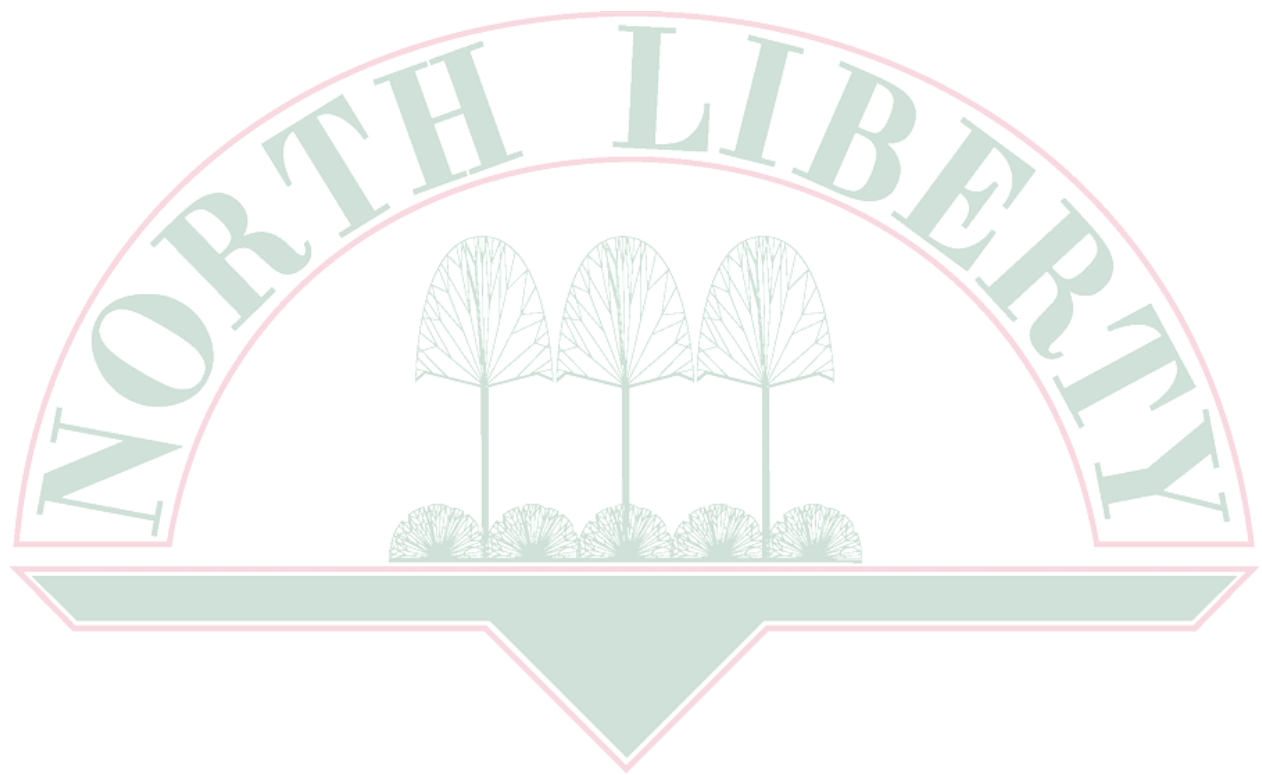
**How much \$\$\$ would you like to allocate in FY20?**

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# Final Thoughts?

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# Consent Agenda





## **Minutes (Not official until approved by the City Council)**

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North Liberty City Council  
November 13, 2018  
Regular Session  
City Council Chambers  
1 Quail Creek Circle

### **Call to order**

Mayor Terry Donahue called the November 13, 2018 Regular Session of the North Liberty City Council to order. Councilors present: Jennifer Goings, Chris Hoffman, and Sarah Madsen; absent: Annie Pollock and Jim Sayre.

Others present: Ryan Heiar, Tracey Mulcahey, Kevin Trom, Dean Wheatley, Joel Miller and other interested parties.

### **Approval of the Agenda**

Madsen moved, Goings seconded to approve the agenda. The vote was all ayes. Agenda approved.

### **Consent Agenda**

Hoffman moved, Madsen seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on October 23, 2018; the attached list of Claims; Ranshaw House Project Change Order Number 1 to Wolfe Contracting, Inc. for an increase of \$25,357.63; Ranshaw House Project Pay Application Number 3 to Wolfe Contracting, Inc. in the amount of \$64,361.65; Water Treatment Plant Pay Application Number 24 to Portzen Construction, Inc. in the amount of \$21,564.00; Highway 965, Phase 3 Change Order Number 7 to Streb Construction Co., Inc. in the amount of \$38,447.51; Highway 965, Phase 3 Pay Application Number 7 to Streb Construction Co., Inc. in the amount of \$483,698.22; Kansas Avenue Change Order Number 3 to Streb Construction Co., Inc. in the amount of \$26,723.63; Kansas Avenue Pay Application Number 6 for Streb Construction Co., Inc. in the amount of \$679,632.49, and the Liquor License Renewal for The Depot North Liberty LLC. The vote was all ayes. Consent Agenda approved.

### **Public Comment**

Amy Holcomb, 184 Golfview Court, Johnson County Humane Society spoke requesting adding language to allow community cats in the city's code. Council discussed the proposed ordinance amendment with Holcomb. Sam Wilson, Program Coordinator, Iowa

Humane Alliance offered additional information on community cats and trap, neuter and return. Megan Johnson, 1537 Burr Drive, spoke regarding community cats. Amy McBeth, 2270 Mehaffey Bridge NE, offered an anecdote on the effectiveness of trap, neuter and return. Jen Ashman, Iowa City, presented information on community cats living on the U of Iowa campus.

### **City Planner Report**

City Planner Dean Wheatley reported that he distributed graphs on housing permits issued since 2005 and offered information on the report.

### **City Engineer Report**

City Engineer Kevin Trom provided updates on the Coral Ridge Avenue Project, the Highway 965, Phase 3 Project, the Kansas Avenue RISE Project, the Penn/Front Corridor Project and the Main Street Improvements Project. Council discussed the report with Trom.

### **Assistant City Administrator Report**

Assistant City Administrator Tracey Mulcahey reported that the Annual Financial Report is on the agenda tonight.

### **City Administrator Report**

City Administrator Ryan Heiar reported on the Project Open House in February. He provided an update on the Police Station Project. The lowest bid was \$1 million over the architect's estimate. Council discussed the report with Heiar. Scheduling updates include the November 27 meeting starting at 6 p.m. with the Budget Goal Setting Session and that December 11 is the only meeting in December.

### **Mayor Report**

Mayor Donahue made the Proclamation of Hunger and Homelessness Awareness Week. He reported on presentation with Chief Venenga to 8<sup>th</sup> graders at North Central Junior High. Councilor Hoffman and Mayor Donahue attended 7<sup>th</sup> grade local government offices classes. He will be attending the Business and BBQ, League of Cities meeting and other events.

### **Harvest Estates**

Hoffman moved, Goings seconded to approve Resolution Number 2018-141, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and Glynmor, LLC that establishes the terms and conditions under which Stormwater Management Facilities will be maintained for Harvest Estates II, Part 5 in the City of North Liberty, Iowa. The vote was: ayes – Goings, Hoffman, Madsen; nays – none. Motion carried.

Madsen moved, Hoffman seconded to approve Resolution Number 2018-142, A Resolution approving the Final Plat and accepting improvements for Harvest Estates II, Part 5, North Liberty, Iowa. The vote was: ayes –Madsen, Goings, Hoffman; nays – none. Motion carried.

### **SRF Rate Reduction**

Heiar presented information on the resolution. Goings moved, Hoffman seconded to approve Resolution Number 2018-143, A Resolution providing for reduction of interest rate for Sewer Revenue Bond. The vote was: ayes –Madsen, Goings, Hoffman; nays – none. Motion carried.

**Main Street Right of Way Vacation**

Wheatley presented information regarding the proposed vacation. At 7:15 p.m., Mayor Donahue opened the Public Hearing regarding proposed right-of-way vacation. No oral or written comments were received. The public hearing was closed.

Hoffman moved, Madsen seconded to approve the first consideration of Ordinance Number 2018-11, An Ordinance vacating a portion of right-of-way in North Liberty, Iowa. The vote was: ayes – Goings, Hoffman, Madsen; nays – none. Motion carried.

**Fiscal Year 2018 Annual Financial Report**

Mulcahey presented information on the report. Goings moved, Madsen seconded to approve Resolution Number 2018-144, A Resolution approving the Annual Report for the Fiscal Year ending June 30, 2018 for the City of North Liberty, Iowa. After discussion, the vote was: ayes –Goings, Madsen, Hoffman; nays – none. Motion carried.

**Transit RFP**

Council discussed the proposed RFP for transit services. Hoffman moved, Goings seconded to publish the RFP. The vote was all ayes. RFP will be published as presented.

**Old Business**

No old business was presented.

**New Business**

Councilor Madsen reported on the Business and BBQ event at Mosely's on November 15 from 5 – 6:30 p.m. presented by the Iowa City Area Chamber of Commerce.

**Adjournment**

At 7:20 p.m., Mayor Donahue adjourned the meeting.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_

Terry L. Donahue, Mayor

Attest:

\_\_\_\_\_  
Tracey Mulcahey, City Clerk



OCTOBER 31ST, 2018

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	3,297,816.86	4,795,459.22
011-FIRE EQUIPMENT CAPITA	1,305.00	11,781.53
012-LIBRARY CAPITAL FUND	216.30	758.41
013-RECREATION CAPITAL FU	0.00	455.99
014-POLICE CAPITAL FUND	1,825.00	8,198.42
015-TRANSPORTATION IMPACT	56,762.00	57,063.97
016-STORMWATER IMPACT FEE	0.00	36.25
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	1,000,000.00	1,005,250.00
019-YOUTH SPORTS SCHOLARS	679.97	3,774.24
020-EQUIPMENT REVOLVING	0.00	104.08
021-TELECOMMUNICATIONS EQ	0.00	16.53
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	0.00	448.34
025-POLICE SEIZED FUNDS	0.00	0.00
026-HOTEL/MOTEL TAX	0.00	21,000.77
060-ROAD USE TAX FUND	164,022.27	880,704.99
061-STREET CAPITAL PROJEC	2,150,000.00	2,162,333.96
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	1,345,137.29	1,602,356.77
110-DEBT SERVICE FUND	545,938.77	640,097.08
210-TRUST AND AGENCY	714,078.57	799,768.69
280-CUSTOMER DEPOSITS	11,010.00	77,030.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	0.00	647.16
314-ENTRYWAY DEVELOPMENT	0.00	40.83
315-HIGHWAY 965 IMPROVEME	0.00	0.00
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	0.00	88.79
319-PENN STREET IMPROVEME	1,075,000.00	1,075,000.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	0.00
322-LIBRARY BUILDING FUND	1,010.56	1,056.70
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	200,000.00	200,000.00
510-WATER FUND	326,672.05	1,391,492.62
511-WATER CAPITAL RESERVE	6,666.66	26,666.64
512-WATER SINKING FUND	113,348.75	453,395.00
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	855,154.74	1,466,234.00
520-SEWER FUND	395,475.40	1,614,706.55
521-SEWER CAPITAL RESERVE	50,592.67	171,842.68
522-SEWER SINKING FUND	192,099.08	768,396.32
523-WASTEWATER TREATMENT	213,481.14	360,021.10
524-SEWER TRUNK AND I&I	0.00	2,000.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	17,499.82	70,486.97
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	12,735,792.90	19,668,714.60

	A	B	C	D	E
1	CITY OF NORTH LIBERTY				
2	TREASURER'S REPORT				
3	October 31, 2018				
4	FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
5					
6		10/01/2018			10/31/2018
7					
8	GENERAL	5,957,792.79	4,361,862.03	1,221,848.38	9,097,806.44
9					
10	SPECIAL REVENUE	3,664,995.86	2,223,238.13	240,782.87	5,647,451.12
11					
12	DEBT SERVICE	356,232.54	545,938.77	14,426.44	887,744.87
13					
14	CAPITAL PROJECTS	-10,268,007.41	3,426,010.56	1,442,499.82	-8,284,496.67
15					
16	WATER ENTERPRISE	3,533,627.78	1,335,873.10	298,089.05	4,571,411.83
17					
18	WASTEWATER ENTERPRISE	5,963,734.82	871,665.46	355,122.70	6,480,277.58
19					
20	STORM WATER ENTERPRISE	220,053.72	18,084.46	10,168.97	227,969.21
21					
22	<b>TOTAL</b>	<b>9,428,430.10</b>	<b>12,782,672.51</b>	<b>3,582,938.23</b>	<b>18,628,164.38</b>

**Applicant License Application ( )**

<b>Name of Applicant:</b> <u>US CORRIDOR</u>		
<b>Name of Business (DBA):</b> <u>THE LEADERBOARD</u>		
<b>Address of Premises:</b> <u>680 MEADE DR SUITE 2-5</u>		
<b>City</b> <u>North Liberty</u>	<b>County:</b> <u>Johnson</u>	<b>Zip:</b> <u>52317</u>
<b>Business</b> <u>(319) 383-6821</u>		
<b>Mailing</b> <u>115 ALYDAR DR</u>		
<b>City</b> <u>NORTH LIBERTY</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52317</u>

**Contact Person**

<b>Name</b> <u>GRANT UDING</u>	
<b>Phone:</b> <u>(319) 383-6821</u>	<b>Email</b> <u>INFO@THELEADERBOARDBAR.COM</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 11/15/2018

**Expiration Date:** 01/01/1900

**Privileges:**

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Limited Liability Company</u>	
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u>	<b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

**Joshua Smith**

<b>First Name:</b> <u>Joshua</u>	<b>Last Name:</b> <u>Smith</u>	
<b>City:</b> <u>North Liberty</u>	<b>State:</b> <u>Iowa</u>	<b>Zip:</b> <u>52317</u>
<b>Position:</b> <u>President</u>		
<b>% of Ownership:</b> <u>34.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Yvonne O'Neill**

<b>First Name:</b> <u>Yvonne</u>	<b>Last Name:</b> <u>O'Neill</u>	
<b>City:</b> <u>North Liberty</u>	<b>State:</b> <u>Iowa</u>	<b>Zip:</b> <u>52317</u>
<b>Position:</b> <u>Treasurer</u>		
<b>% of Ownership:</b> <u>33.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Grant Uding**

<b>First Name:</b> <u>Grant</u>	<b>Last Name:</b> <u>Uding</u>	
<b>City:</b> <u>North Liberty</u>	<b>State:</b> <u>Iowa</u>	<b>Zip:</b> <u>52317</u>

**Position:** Vice-President

**% of Ownership:** 33.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Illinois Casualty Co

**Policy Effective Date:** 11/15/2018

**Policy Expiration** 11/14/2019

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**



## North Liberty Police Department

---

5 E Cherry St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

September 27, 2018

Liquor License Check

Business: The Leaderboard Bar  
680 Meade Drive  
North Liberty, IA 52317

Owner:	Grant Uding	(DOB: 1990)
	Joshua Smith	(DOB: 1987)
	Yvonne O'Neill	(DOB: 1961)

A record check of the above owners shows no past incidents with the North Liberty Police Department that could affect the liquor license. This department does not have any concerns with issuing the liquor license.

I recommend the license be granted.

Sergeant Chris Shine



**City of North Liberty  
Alcoholic Beverage Permit  
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

<b>Legal Name of Applicant:</b>	US Corridor
<b>Name of Business (DBA):</b>	dba The Leaderboard
<b>Address of Business:</b>	680 Meade Drive Suites 2-5 North Liberty IA
<b>Business Phone &amp; Email:</b>	319-383-6821 grant.uding@gmail.com

---

**City of North Liberty:**

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

**City Official**

---

**North Liberty Fire Department:**

The above referenced property currently complies with International Fire Code. .

**Fire Inspector**

---

**Johnson County Health Department:**

The above referenced property currently complies with Johnson County Public Health requirements.

**Johnson County Public Health Official**

---

State of Iowa ABD License: \_\_\_\_\_ North Liberty Permit: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_

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City Official

**North Liberty Fire Department:**

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Fire Inspector



11/15/18

**Johnson County Health Department:**

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: \_\_\_\_\_ North Liberty Permit: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_

**City of North Liberty  
Alcoholic Beverage Permit  
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---

**City of North Liberty:**

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

**City Official**

**Tom Palmer**

Digitally signed by Tom Palmer  
DN: cn=Tom Palmer, o=City of North Liberty,  
ou=Building Safety, email=tpalmer@ci.north-  
liberty.ia.us, c=US  
Date: 2018.11.15 11:11:07 -06'00'

---

**North Liberty Fire Department:**

The above referenced property currently complies with International Fire Code. .

**Fire Inspector**

---

**Johnson County Health Department:**

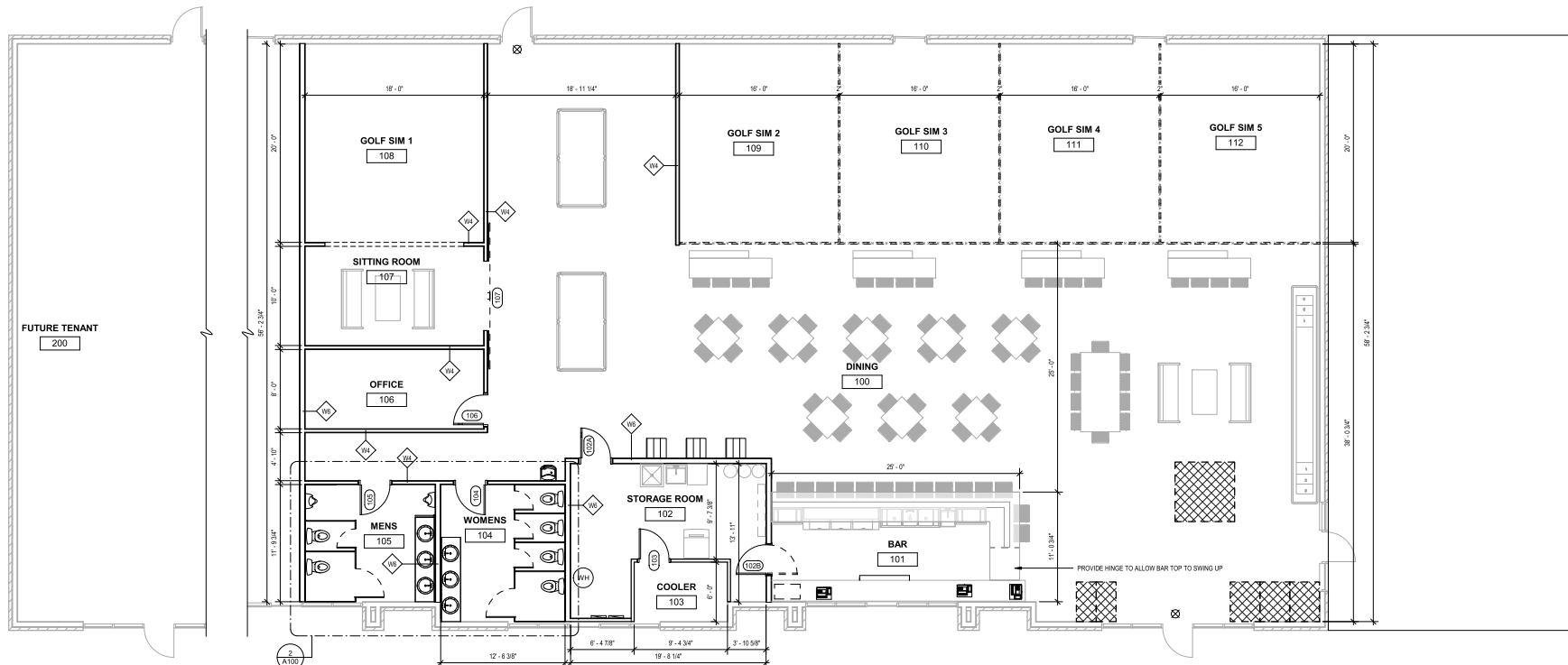
The above referenced property currently complies with Johnson County Public Health requirements.

**Johnson County Public Health Official**

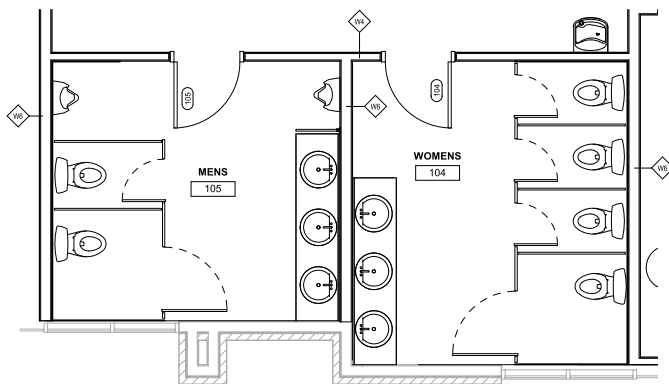
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State of Iowa ABD License: \_\_\_\_\_ North Liberty Permit: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_





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



2 ENLARGED BATHROOM PLAN  
SCALE: 3/8" = 1'-0"

ROOM FINISH SCHEDULE					
NUMBER	NAME	FLOOR FINISH	BASE FINISH	CEILING FINISH	WALL FINISH
100	DINING	CONC		EXPOSED / PT	PT
101	BAR	CONC		EXPOSED / PT	PT
102	STORAGE ROOM	CONC		ACT 1	E-PT/CT
103	COOLER	CONC	-	-	FINISH BY COOLER MFG.
104	WOMENS	CONC		ACT 1	E-PT/CT
105	MENS	CONC		ACT 1	E-PT/CT
106	OFFICE	CONC		ACT 2	PT
107	SITTING ROOM	CONC		EXPOSED / PT	PT
108	GOLF SIM 1	CONC		EXPOSED / PT	PT
109	GOLF SIM 2	CONC		EXPOSED / PT	PT
110	GOLF SIM 3	CONC		EXPOSED / PT	PT
111	GOLF SIM 4	CONC		EXPOSED / PT	PT
112	GOLF SIM 5	CONC		EXPOSED / PT	PT

**LEGEND**  
 CONC = POLISHED CONCRETE (ALTERNATE - ACID WASHED CONCRETE)  
 PT = PAINT  
 E-PT = EPOXY PAINT  
 ACT 1 = 24"x24" SUSPENDED CEILING TILE WITH VINYL TILE FACE (CLEANABLE)  
 ACT 2 = SAT-1 ANTI-STATIC FINE FIGURED SECOND LOOK II OR EQUAL (24"x24"x1/2")  
 CT = MANNJOT TILE OVER CONCRETE BOARD ALTERNATE: RFP - FULL HEIGHT REINFORCED FIBERGLASS PANELS WITH TRIM  
 PLUMBING WALL ONLY  
 MAIN CEILING TO BE EXPOSED TO STRUCTURE

DOOR SCHEDULE									
MARK	WIDTH	HEIGHT	FRAME TYPE	FRAME MATERIAL	DOOR MATERIAL	DOOR TYPE	HARDWARE	COMMENTS	
102A	3'-0"	7'-0"	F01	HM	WD	N	2		
102B	3'-0"	7'-0"	F01	HM	WD	N	2		DOUBLE ACTING DOOR
103	3'-0"	7'-0"	-	-	-	-	-		DOOR BY COOLER MANUF
104	3'-0"	7'-0"	F01	HM	WD	F			
105	3'-0"	7'-0"	F01	HM	WD	F			
106	3'-0"	7'-0"	F01	HM	WD	N	3		
107	3'-6" PR	7'-0"	-	-	WD	F	4		SLIDING DOOR
108	14'-0"	7'-0"	-	-	-	-	-		OPENING - (2) 2X10 HEADER

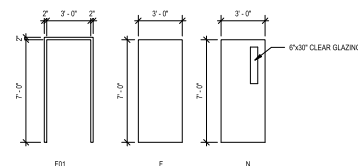
**HARDWARE LEGEND**

**HARDWARE SET #1 (EXTERIOR DOOR)**  
 1 EA HINGES PER LEAF  
 1 EA EXIT DEVICES (PANIC BAR) w/ CYLINDER LOCK  
 1 EA PULL  
 1 EA DOOR CLOSERS  
 1 SET WEATHERSTRIP  
 1 EA SWEEP STRIP

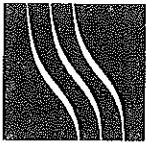
**HARDWARE SET #2 (SLIDING DOOR)**  
 3 EA HINGES PER LEAF  
 1 EA PULL/PUSH  
 1 EA DOOR CLOSERS  
 1 EA SLINGER SET  
 1 EA FLOOR OR WALL STOP

**HARDWARE SET #3 (LOOKING ROOM)**  
 3 EA HINGES PER LEAF  
 1 EA LEVER LOCKSET, STRIKE - ADA  
 1 EA SLINGER SET  
 1 EA FLOOR OR WALL STOP

**HARDWARE SET #4 (SLIDING DOOR)**  
 BARN DOOR HARDWARE  
 1 WALL RAIL TRACK w/ ADJUSTABLE SPACERS  
 2 EA STEEL HANGER (WHEELS)  
 1 EA ADA LEVER PULLS  
 1 EA FLOOR GUIDE  
 1 EA OR EXPANSION BOLTS AND WASHERS  
 1 EA DOOR STOPPERS  
 2 ANTI-JUMP BRACKETS



DOOR AND FRAME TYPES



ALCOHOLIC  
BEVERAGES  
DIVISION  
State of Iowa

Kim Reynolds Governor of Iowa  
Adam Gregg Lt. Governor  
Stephen Larson Administrator

## APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law.

[Signature]  
Applicant's Signature

9/24/18  
Date

## NOTARY

State of Iowa

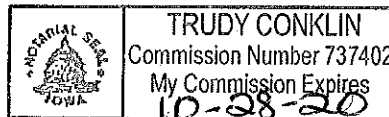
County of Johnson

Signed and sworn to before me on 9/24/18  
Date

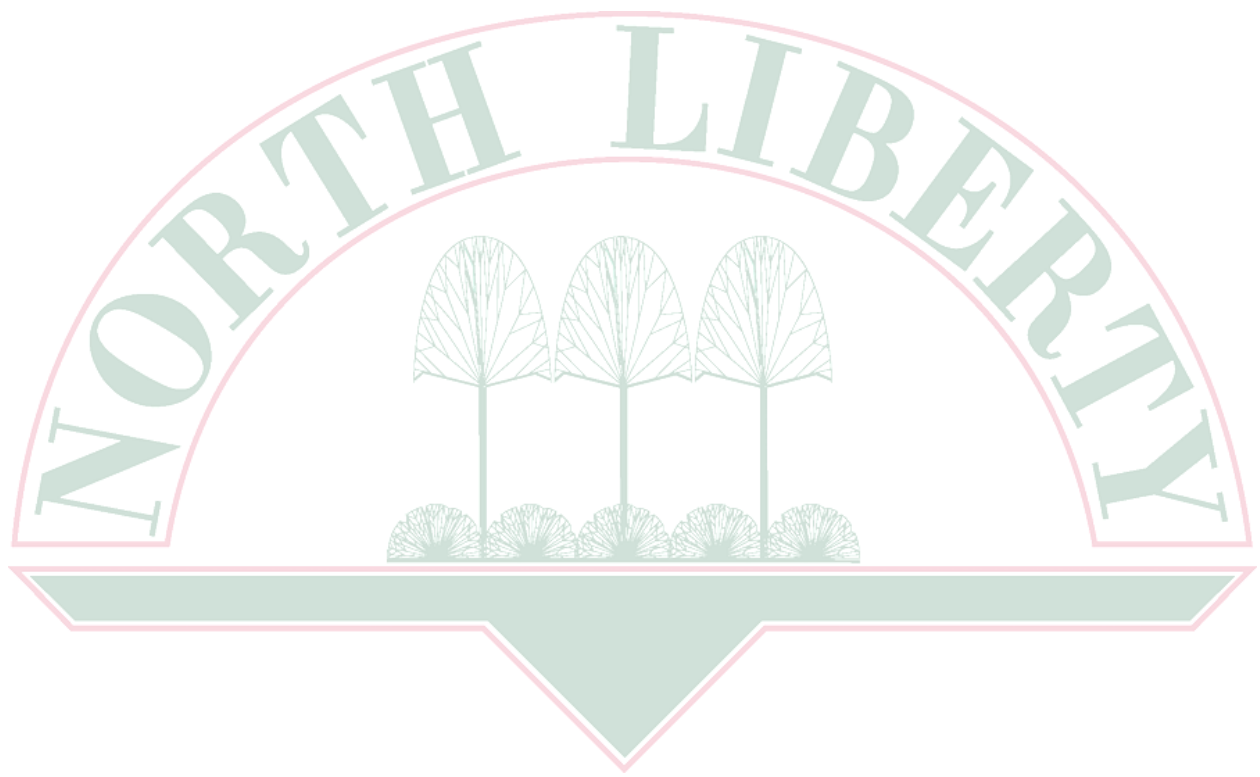
By GRANT UDING  
Print Name of Applicant

[Signature]  
Signature of Notary

9/24/2018  
Date



# Fund Balance Policy





City of North Liberty

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# **General Fund Financial Reserve Policy**

Effective

### **Purpose of Policy**

Fund Financial Reserve Policies (aka Fund Balance Policies) are typically adopted to prepare for contingencies, maintain good standing with rating agencies (i.e. Moody's), avoid interest expenses, generate investment income, and ensure cash availability during periods where revenues are lower than expenses. A clear, formal reserve policy creates a shared understanding of the proper level and use of reserves for both the City Council and staff.

### **Definition and Purpose of Reserves**

Fund balance is defined as the excess assets over liabilities, which is an unassigned resource that remains part of the general fund budget. The city desires to maintain a prudent level of financial reserves to guard its citizens against service disruption in the event of unexpected temporary shortfalls or unpredicted one-time expenditures. The fund balance has been accumulated to meet this purpose, to provide stability and flexibility to respond to unexpected adversity and/or opportunities.

Fund balance reserves are just one part of the total fund balance. The components of a fund balance are:

- Non-spendable: City funds that are not spendable. This type of balance is not typical for North Liberty.
- Restricted: Funds that have external restrictions placed on them, for example debt service reserves, road use tax revenues, and grant funds.
- Committed: Money that has been approved by the City Council in the adopted budget or through other appropriation measures like approving additional expenditures for a capital project or purchase.
- Assigned: Funds designated by the City Council or City Administrator for future projects or equipment purchases.
- Unassigned: The remainder of funds after all other types have been set aside. These are the available dollars for reserves.

The City of North Liberty relies primarily on property tax revenues to fund General Fund operating expenses. Because this fund is revenue dependent, the fund reserve amount is set based on a percentage of annual operating revenues, excluding transfers in and other financing sources (i.e. bond proceeds).

### **Reserve Target Levels**

The city shall maintain a minimum unassigned general fund balance of 25 percent and a maximum of 30 percent of the following year's revenue budget amount to be used for cash flow purposes, unanticipated expenditures of a non-recurring nature, or to meet unexpected increases in service delivery costs.

### **Funding the Target Amount**

Funding of the general fund balance target will generally come from excess revenues over expenditures or one-time revenues.

### **Conditions for the Use of Reserves**

The City will avoid the appropriation of reserved fund balance for recurring operating expenditures. If at any time the utilization of a fund balance to pay for operating expenditures is necessary to maintain the quality or level of current services, an explanation of the circumstances of the use of the fund balance reserves and the strategy to end the future use of fund balance reserves will be included in the appropriation.

The fund balance reserve may be used at the discretion of the City Council to:

- Provide resources to make up for temporarily or unexpectedly decreased revenues, such as property tax structure revisions.
- Provide temporary resources in the event of an economic downturn while expenditure reductions are implemented, such as default on property tax payments from large tax payers.
- Provide resources to meet emergency expenditures in the case of flood, fire, tornado or other disasters.

### **Authority over Reserves**

The Assistant City Administrator/City Clerk is responsible for reporting on the current and projected funds on a minimum of an annual basis. The City Administrator has the authority to deem funds in the reserves as assigned for uses. For reserves to be used according to the conditions above, a recommendation for the use will be made by the City Administrator and the use will be authorized by resolution of City Council.

### **Replenishment of Reserves**

If reserves are depleted below the minimum 25 percent requirement, minimum fund balances should be restored in the following fiscal year of use and, certainly within three years of use, if feasible. The plan for replenishment should be included in the resolution of approval, if possible.

### **Excess Reserves**

When the fund balance reserves exceed 30 percent of the next year's revenue projection, the excess funds can be used for one-time uses that achieve future operating cost reductions, for funding projects in the approved Capital Improvement Plan, for funding projects not included in the Capital Improvements Plan but otherwise deemed a priority or timely by the majority of the City Council, or for funding initiatives identified in the approved City Council Goal Setting Report. Excess reserves can be spent by the vote of City Council.

### **Periodic Review of Targets**

The Assistant City Administrator/City Clerk will be tasked with the periodic review of the minimum and maximum percentages required for the reserve target. That review will include a review of revenue sources, legislation, or major changes in economic conditions. The review should take place at least every three years and more frequently if a serious condition change occurs.

The City Council is responsible for approving this policy and for updates to this policy.

**Resolution No. 2018-145**

**RESOLUTION APPROVING THE GENERAL FUND FINANCIAL RESERVE  
POLICY FOR THE CITY OF NORTH LIBERTY, IOWA**

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

**WHEREAS**, the City of North Liberty staff has drafted a General Fund Financial Reserve Policy; and

**WHEREAS**, said Policy addresses the ongoing management and use of the General Fund Reserve.

**NOW, THEREFORE, BE IT RESOLVED** that the General Fund Financial Reserve Policy for North Liberty, Iowa be approved.

**APPROVED AND ADOPTED** this 27th day of November, 2018.

CITY OF NORTH LIBERTY:

---

TERRY L. DONAHUE, MAYOR

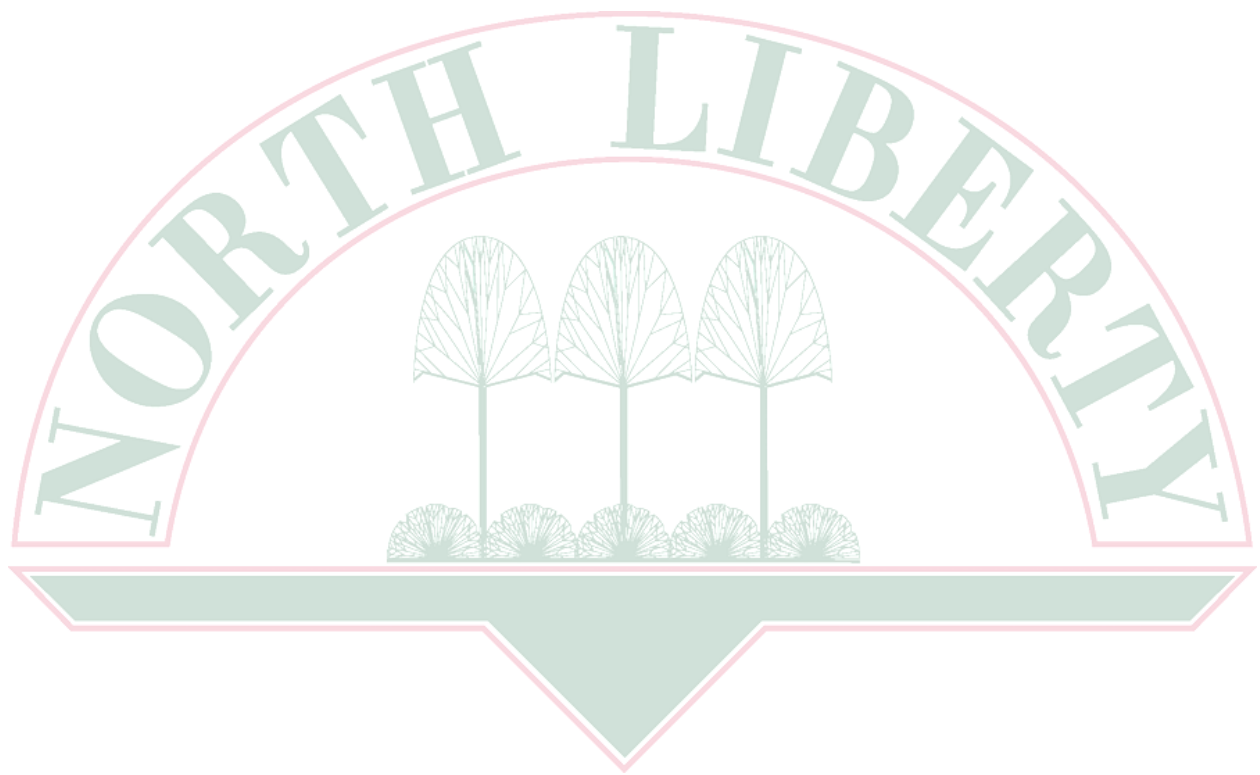
ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

# **Main Street Right of Way Vacation**





**Ordinance No. 2018-11**

**AN ORDINANCE VACATING A PORTION OF RIGHT OF WAY  
IN NORTH LIBERTY, IOWA**

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

**SECTION 1. PURPOSE.** The purpose of this ordinance is to vacate a portion of right of way as described on the attached plat and convey it to the adjoining property owner, the City. Such vacation has been approved by the Planning and Zoning Commission.

**SECTION 2. FINDINGS.** The City Council of North Liberty, Iowa, hereby makes the following findings:

A. That the City of North Liberty held a public hearing on the proposal to vacate of the public land on the attached exhibits, which is comprised of right of way of Main Street.

B. The right of way described above is not needed for the use of the public, and, therefore, its maintenance at public expense is no longer justified.

C. The proposed vacation will not deny owners of property abutting it reasonable access to their property.

D. That under the provisions stated above, the above-described property is hereby vacated and declared no longer a part of the public streets and grounds of North Liberty, Iowa, upon the conveyance of the property.

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

**SECTION 4. 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 5. 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 13, 2018.  
Second reading on \_\_\_\_\_.  
Third and final reading on \_\_\_\_\_.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

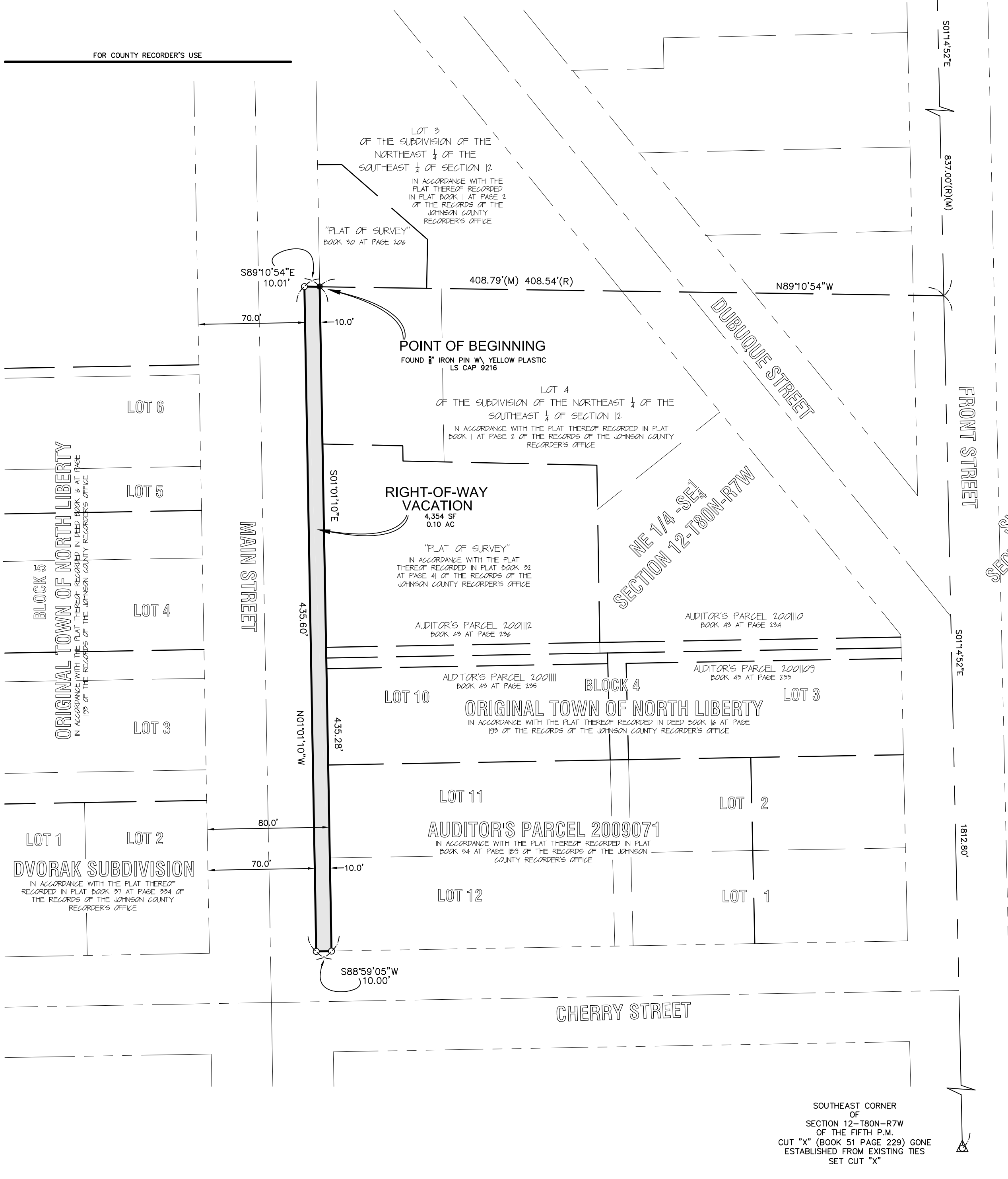
I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

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

I certify that the forgoing was published as Ordinance No. 2018-11 in the *North Liberty Leader* on \_\_\_\_\_.

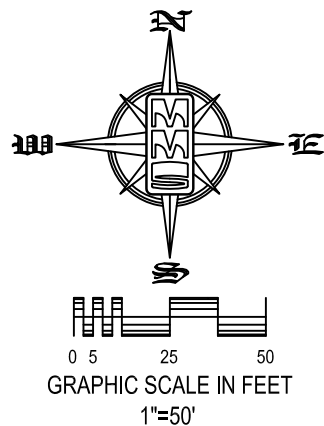
\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

PLAT OF SURVEY  
Right-of-Way Vacation  
NORTH LIBERTY, JOHNSON COUNTY, IOWA



EAST QUARTER CORNER  
OF  
SECTION 12-T80N-R7W  
OF THE FIFTH P.M.  
FOUND CUT "X"  
BOOK 57 AT PAGE 154

LOCATION:	SURVEY REQUESTED BY:
A PORTION OF MAIN STREET IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12- TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, IOWA.	CITY OF NORTH LIBERTY PO BOX 77 NORTH LIBERTY, IOWA 52317-0077
LAND SURVEYOR, INCLUDING FIRM OR ORGANIZATION:	PROPRIETOR OR OWNER:
GLEN D. MEISNER P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	CITY OF NORTH LIBERTY PO BOX 77 NORTH LIBERTY, IOWA 52317-0077
DOCUMENT RETURN INFORMATION:	DATE OF SURVEY:
LAND SURVEYOR	04-13-2018



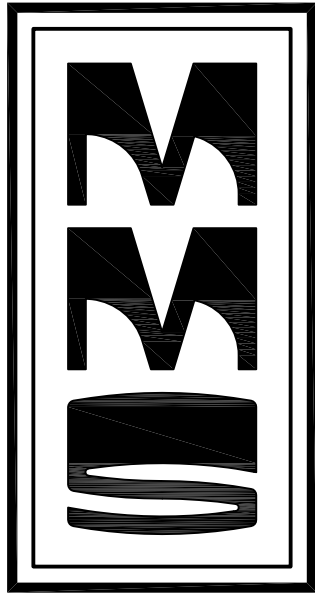
LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- CONGRESSIONAL CORNER, REESTABLISHED
	- CONGRESSIONAL CORNER, RECORDED LOCATION
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS" )
	- CUT "X"
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, INTERNAL
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WIDTH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	

DESCRIPTION - RIGHT-OF-WAY VACATION

A PORTION OF MAIN STREET IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12-, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the East Quarter Corner of Section 12, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence S01°14'52"E, along the East Line of the Northeast Quarter of the Southeast Quarter of said Section 12, a distance of 837.00 feet, to the Northeast Corner of Lot 4 of the "Subdivision of the Northeast 1/4 of the Southeast 1/4 of Section 12", as Recorded in Plat Book 1 at Page 2 of the Records of the Johnson County Recorder's Office; Thence N89°10'54"W, along the North Line of said Lot 4, a distance 408.79 feet, to the Northwest Corner of said Lot 4, and the Point of Beginning; Thence S01°01'10"E, along the Easterly Right-of-Way of Main Street, 435.28 feet, to its intersection with the North Right-of-Way Line of Cherry Street; Thence S88°59'05"W, along the Westerly Projection of said North Right-of-Way Line, 10.00 feet; Thence N01°01'10"W, along a line parallel with and 10.00 feet normally distant Westerly from Said Easterly Right-of-Way Line of Main Street, 435.60 feet, to its intersection with the Westerly Projection of the North Line of said Lot 4; Thence S89°10'54"E, along said Westerly Projection 10.01 feet, to the Point of Beginning. Said Right-of-Way Vacation contains 4,354 square feet, and is subject to easements and restrictions of record.

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	_____, 20____
	GLEN D. MEISNER L.S. Iowa Lic. No. 8165 My license renewal date is December 31, 20____.
	Pages or sheets covered by this seal: _____ _____ _____



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 351-8282

[www.mmsconsultants.net](http://www.mmsconsultants.net)

Date	Revision
08-29-2018	PER GDM REVIEW - RLW

PLAT OF SURVEY

RIGHT-OF-WAY  
VACATION

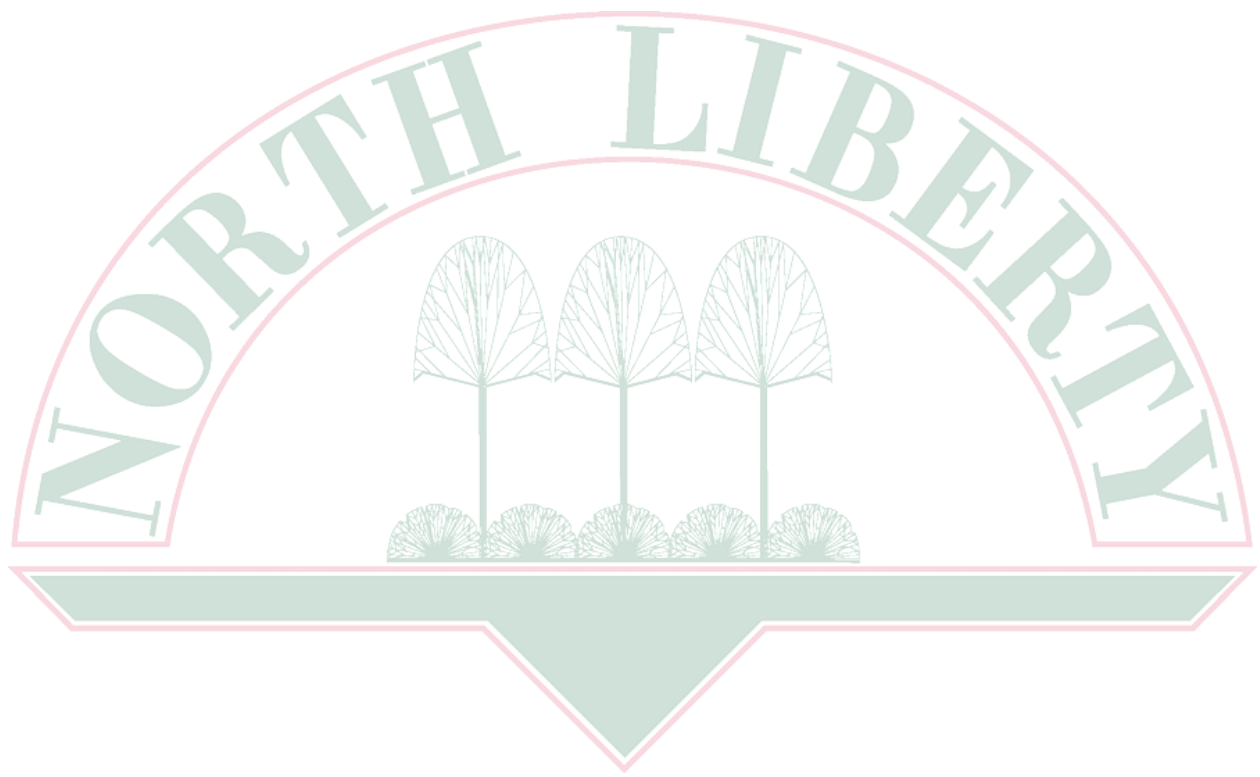
A PORTION OF MAIN  
STREET IN THE NORTHEAST  
QUARTER OF THE  
SOUTHEAST QUARTER OF  
SECTION 12-, TOWNSHIP 80  
NORTH, RANGE 7 WEST, OF  
THE FIFTH PRINCIPAL  
MERIDIAN

NORTH LIBERTY  
JOHNSON COUNTY  
IOWA

MMS CONSULTANTS, INC.

Date:	08-27-2018
Designed by:	LCN
Field Book No:	1216
Drawn by:	RLW
Scale:	1"=50'
Checked by:	GDM
Sheet No:	1
Project No:	IOWA CITY
10482-001	of: 1

# **DERS 380 LLC, Moyna North LLC Rezoning**





October 16, 2018

## **Memo**

To: North Liberty Planning Commission

From: Dean Wheatley, Planning Director

Subject: Request from Ders 380 LLC, Moyna North LLC to approve a commercial rezoning for a 55 acre property located at the northwest intersection of Forevergreen Road and I-380, from ID to C-2-A. (Legal: lengthy)

Your North Liberty city staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

Ryan Heiar, City Administrator

Tracey Mulcahey, Assistant City Administrator

Tom Palmer, City Building Official

City Attorney

Kevin Trom, City Engineer

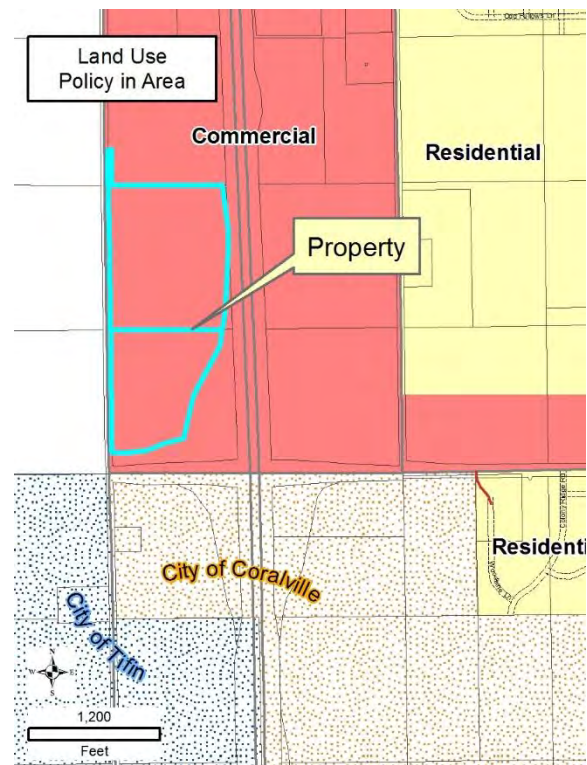
Dean Wheatley, Planning Director

### **Background and Statistics**

This request is to rezone property to permit a wide variety of commercial uses on property long-planned for commercial development. A Good Neighbor meeting was held to allow any interested party an opportunity to comment on this rezoning prior to submission, and one adjacent property owner was concerned about stormwater runoff in the future, when the property is developed. Other comments related to perceived ill treatment of owners of development land in Tiffin by the petitioner in this application. No site plan is prepared for this rezoning, and that is considered acceptable for these reasons:

1. The property is large, and the owner is attempting to market the site for multiple lots/businesses.
2. A formal site plan will be required prior to any development on the property.

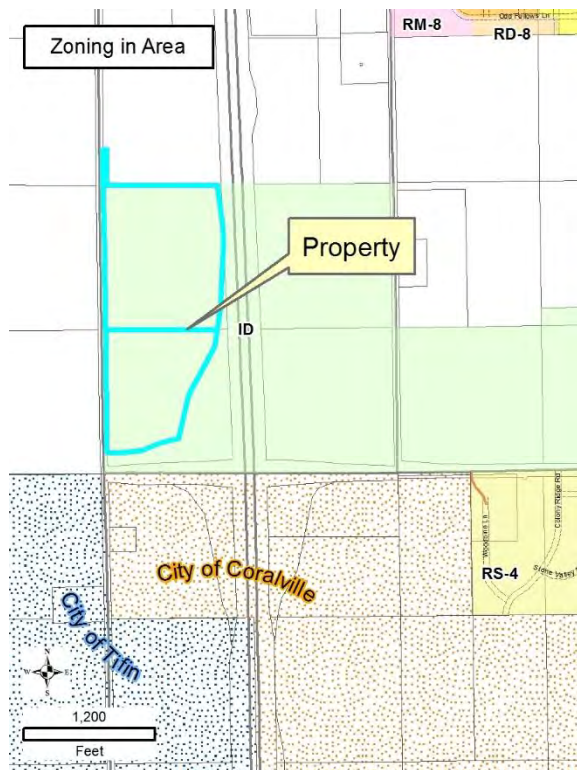
The property is shown as “Commercial with



Residential” on the Land Use Plan, and so the request is consistent with that policy. A concept plan for development on the property is not required and has not been submitted.

### **Subdivision Ordinance Provisions Affecting This Development**

All standard and potentially special conditions related to subdivision of land will be applied to this property as the next step in the development process.



### **Zoning Ordinance Provisions Affecting This Development**

The requested district, C-2-A, offers the greatest number of potential uses of the City’s commercial districts, and is also the most common. It is named “Highway Commercial,” which is appropriate for this location.

### **Staff Comments Regarding the Proposed Zoning**

**Storm water impacts.** This land is not part of another storm water management system, so the subdivision plat will require on-site management.

**Street/Traffic impacts.** Jasper Avenue will need to be improved to City standards prior to development on this property.

**Land use impacts and adjacent properties.** This general area best-suited for urban-scale commercial uses of the highest intensity, due to its

location immediately adjacent to I-380 and on/off ramps.

**Land use and zoning recommendation.** In rezoning considerations, *suitability* and *compatibility* are key issues in addition to land use policy. In this case, the site is physically suitable for the development proposed, subject to municipal improvements, and the commercial zone proposed is compatible with logical future surrounding uses.

Staff recommends approval of the rezoning request.

## **Ordinance No. 2018-12**

### **AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY OWNED BY DERS 380 LLC, MOYNA NORTH LLC LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE C-2-A COMMERCIAL DISTRICT**

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

**SECTION 1. AMENDMENT.** Chapter 167 Zoning Code Definitions of the North Liberty Code of Ordinances (2013) is hereby amended by amending the zoning on property legally described as:

C-2-A Zoning

A PORTION OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 ALL OF TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

Beginning at the North Quarter Corner of Section 22, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N00°38'06"W, along the West Line of the Southwest Quarter of the Southeast Quarter of Section 15, Township 80 North, Range 7 West, of the Fifth Principal Meridian, 330.00 feet; Thence N89°10'59"E, 66.00 feet; Thence S00°38'06"E, 330.00 feet, to a Point on the North Line of the West One-Half of the Northeast Quarter of said Section 22; Thence N89°10'59"E, along said North Line, 1009.24 feet, to its intersection with the West Right-of-Way Line of US Interstate No. 380; Thence S07°26'46"E, along said West Right-of-Way Line 397.82 feet; Thence S02°23'55"E, along said West Right-of-Way Line, 130.00 feet; Thence S02°51'19"W, along said West Right-of-Way Line, 436.84 feet; Thence S02°21'54"W, along said West Right-of-Way Line, 180.62 feet; Thence S08°25'28"W, along said West Right-of-Way Line, 346.16 feet; Thence S28°45'39"W, along said West Right-of-Way Line, 502.49 feet; Thence S12°20'21"W, along said West Right-of-Way Line, 412.83 feet, to its intersection with the North Right-of-Way Line of Forevergreen Road; Thence S77°53'29"W, along said North Right-of-Way Line, 172.52 feet; Thence S67°44'16"W, along said North Right-of-Way Line, 186.84 feet; Thence S82°44'15"W, along said North Right-of-Way Line 206.52 feet; Thence S89°41'25"W, along said North Right-of-Way Line, 90.00 feet; Thence S54°48'31"W, along said North Right-of-Way Line, 25.83 feet; Thence S89°41'25"W, 33.00 feet, to a Point on the West Line of said West One-Half of the Northeast Quarter of said Section 22; Thence N00°44'44"W, along said West Line 2431.07 feet, to the Point of Beginning. Said Rezoning Parcel contains 55.00 Acres and is subject to easements and restrictions of record.

**SECTION 2. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 3. 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 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on \_\_\_\_\_.

Second reading on \_\_\_\_\_.

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

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

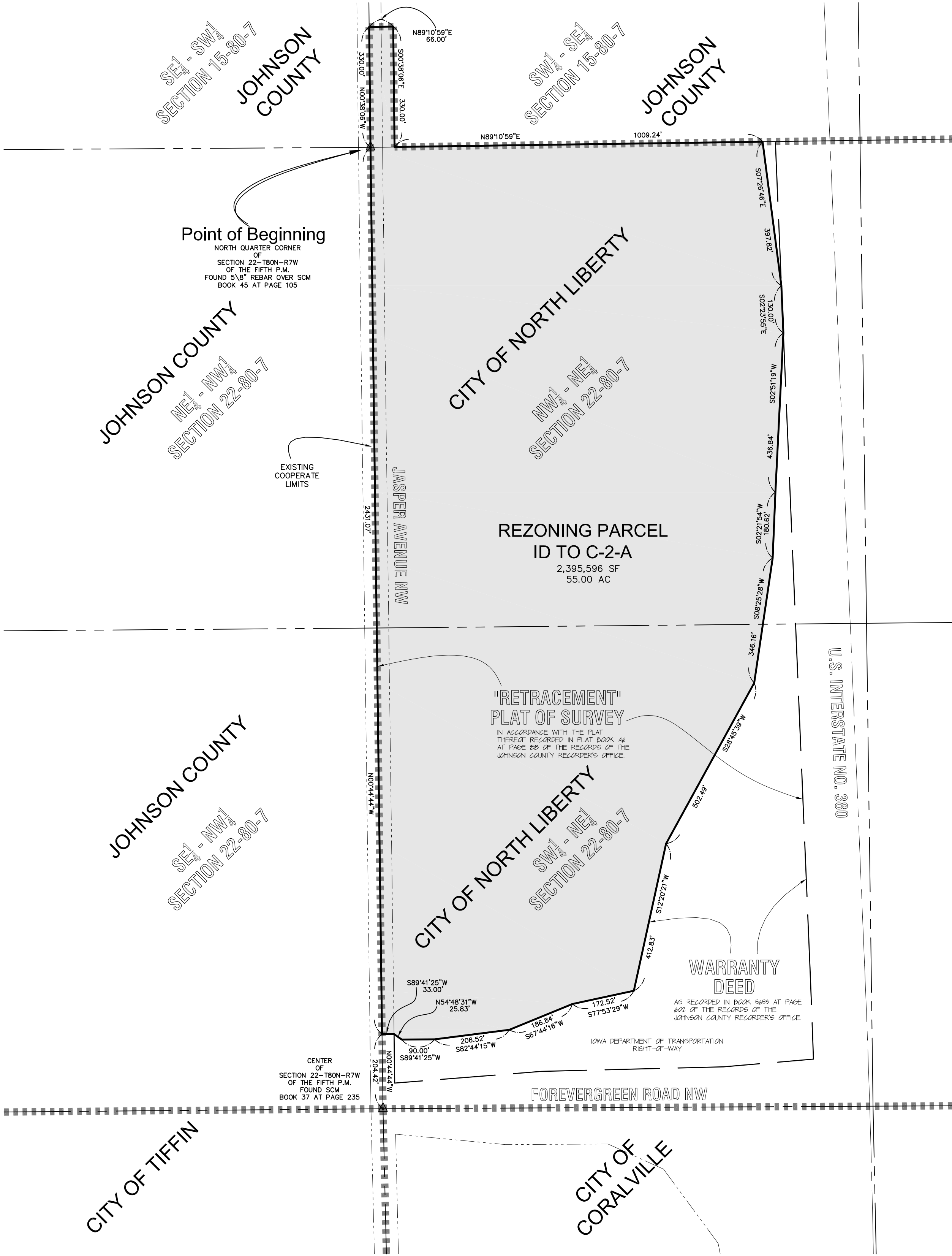
I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

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

I certify that the forgoing was published as Ordinance No. 2018-12 in the *North Liberty Leader* on \_\_\_\_\_.

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

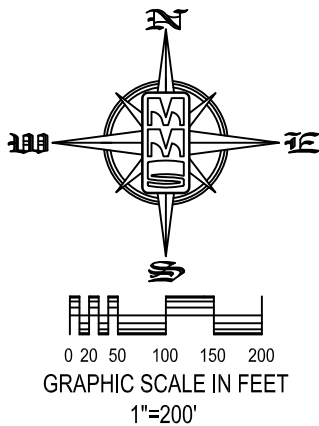




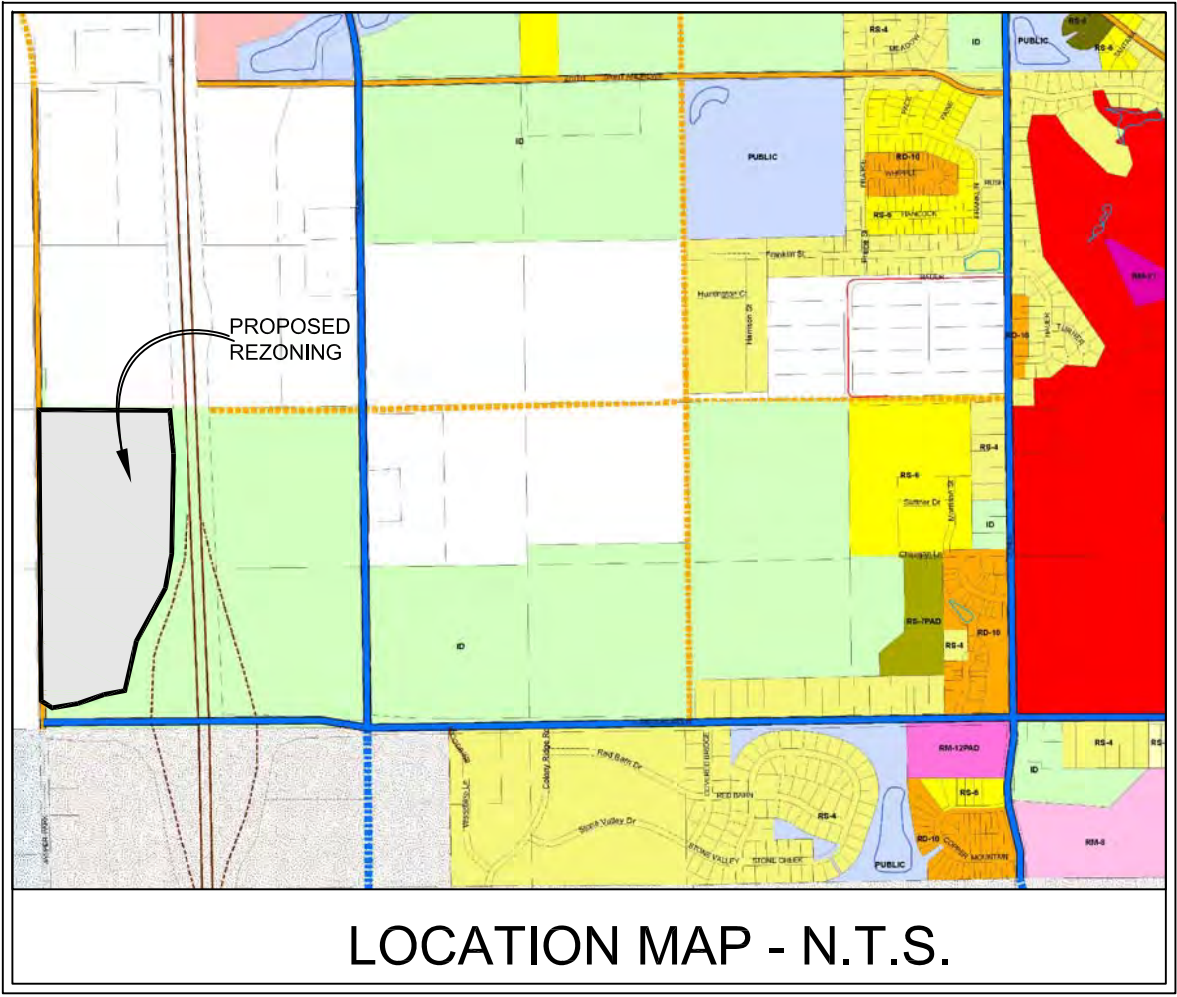
REZONING EXHIBIT

A PORTION OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 ALL OF TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN

NORTH LIBERTY, JOHNSON COUNTY, IOWA



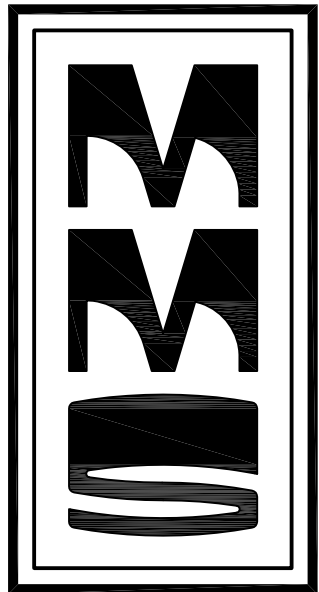
LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- CONGRESSIONAL CORNER, REESTABLISHED
	- CONGRESSIONAL CORNER, RECORDED LOCATION
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS" )
	- CUT "X"
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, INTERNAL
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WIDTH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
	- (R)
	- (M)
	- C22-1
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	



DESCRIPTION - REZONING PARCEL (ID TO C-2-A)

A PORTION OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 ALL OF TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN , NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the North Quarter Corner of Section 22, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N00°38'06"W, along the West Line of the Southwest Quarter of the Southeast Quarter of Section 15, Township 80 North, Range 7 West, of the Fifth Principal Meridian, 330.00 feet; Thence N89°10'59"E, 66.00 feet; Thence S00°38'06"E, 330.00 feet, to a Point on the North Line of the West One-Half of the Northeast Quarter of said Section 22; Thence N89°10'59"E, along said North Line, 1009.24 feet, to its intersection with the West Right-of-Way Line of US Interstate No. 380; Thence S07°26'46"E, along said West Right-of-Way Line, 397.82 feet; Thence S02°23'55"E, along said West Right-of-Way Line, 130.00 feet; Thence S02°51'19"W, along said West Right-of-Way Line, 436.84 feet; Thence S02°21'54"W, along said West Right-of-Way Line, 180.62 feet; Thence S08°25'28"W, along said West Right-of-Way Line, 346.16 feet; Thence S28°45'39"W, along said West Right-of-Way Line, 502.49 feet; Thence S12°20'21"W, along said West Right-of-Way Line, 412.83 feet, to its intersection with the North Right-of-Way Line of Forevergreen Road; Thence S77°53'29"W, along said North Right-of-Way Line, 172.52 feet; Thence S67°44'16"W, along said North Right-of-Way Line, 186.84 feet; Thence S82°44'15"W, along said North Right-of-Way Line, 206.52 feet; Thence S89°41'25"W, along said North Right-of-Way Line, 90.00 feet; Thence N54°48'31"W, along said North Right-of-Way Line, 25.83 feet; Thence S89°41'25"W, 33.00 feet, to a Point on the West Line of said West One-Half of the Northeast Quarter of said Section 22; Thence N00°44'44"W, along said West Line, 2431.07 feet, to the Point of Beginning. Said Rezoning Parcel contains 55.00 Acres, and is subject to easements and restrictions of record,



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 351-8282  
[www.mmsconsultants.net](http://www.mmsconsultants.net)

Date	Revision
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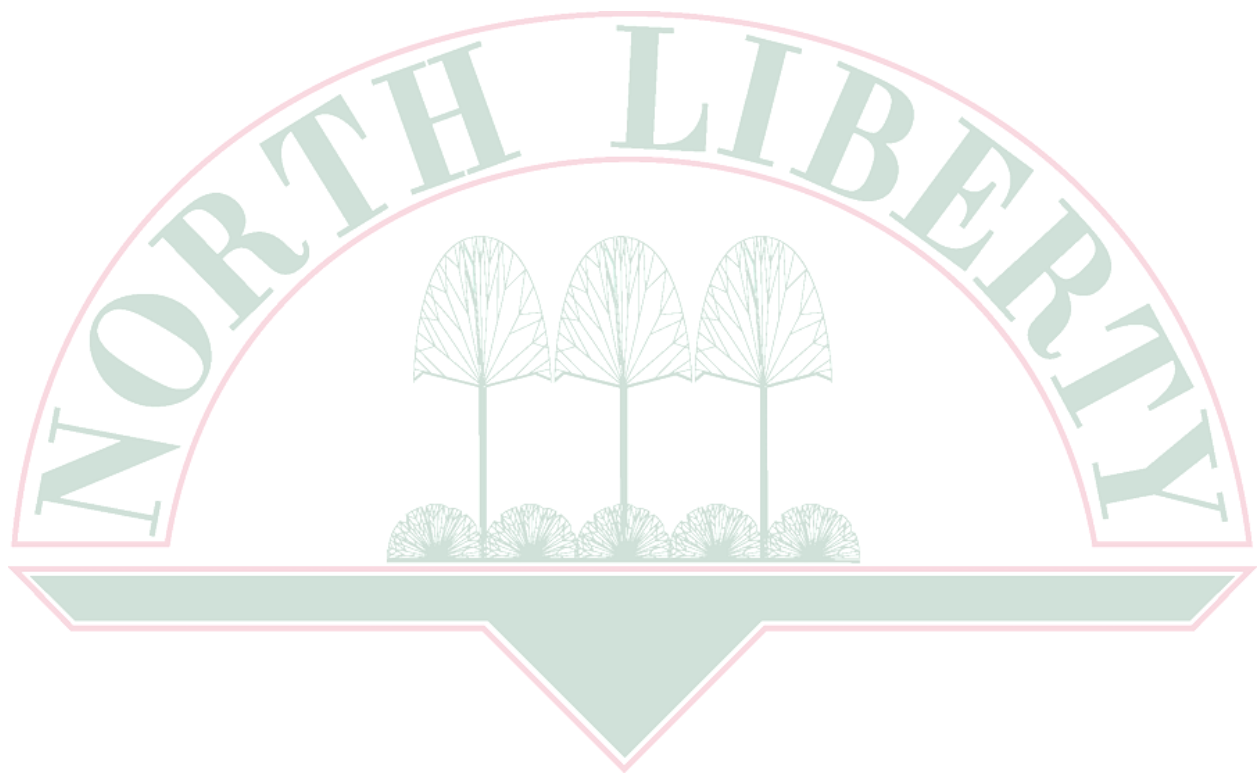
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NORTH LIBERTY  
JOHNSON COUNTY  
IOWA

MMS CONSULTANTS, INC.	
Date:	09-26-2018
Designed by: KJB	Field Book No: 1187
Drawn by: RLW	Scale: 1"=200'
Checked by: GDM	Sheet No: 1
Project No: IOWA CITY 6385-046	of: 1

# 2019 Trail Network Upgrades



## PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: North Liberty 2019 Trail Network Upgrades

DATE: November 15, 2018

**PROJECT DESCRIPTION:** Design, bidding and construction phase services for North Liberty trail network upgrades (priorities 5, 8 & 11). Exhibits of the project location/concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$201,000.

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.
  - a. Topographic Survey: We will provide a topographic survey for the project including surface features, topographic information, utilities as located by One-Call, easements, and right-of-way. The survey will be used as the base map for the design plans.
  - b. Design Services: We will provide design services for the sidewalk projects including construction phasing and traffic control plans. The design process/approach will include regular meetings with City staff.
  - c. Coordination and Easements: We will prepare and submit a DNR NPDES permit application. Along with City staff, we will attend meetings with affected property owners.
  - e. Construction Documents: Construction documents will consist of preparing complete plans for bidding and construction. The package will be reviewed and approved by City staff prior to authorization for public hearing and distribution to bidders.
  - f. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
  - g. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.



2. **Bidding Phase:** Services include preparation of bid documents, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to the Owner regarding award of contract.
3. **Construction Phase:** Services include the following based upon a two-month construction period.
  - a. Prepare and distribute construction contract and Notice to Proceed.
  - b. Review form of contract, bonds, and insurance.
  - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
  - d. Provide construction staking.
  - e. Provide construction testing including subgrade compaction and concrete testing.
  - f. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
  - g. Facilitate and participate with construction progress meetings. Prepare weekly construction progress reports.
  - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
  - i. Review payment applications and provide recommendation to Owner for payment.
  - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
  - k. Provide Record Drawings.

**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. Acquire the necessary right-of-way and/or easements as required for construction of the project. Schedule and meet with affected property owners to discuss easements required for the project.
4. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer and adjacent property owners.
5. 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. We understand that the project schedule goal is for construction to occur in 2019.

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

Design & Bidding Phase	\$ 19,000	Lump Sum
Construction Phase	\$ 9,000	Hourly (estimated)
Reimbursable Expenses	\$ 500	As incurred (estimated)
Total	\$ 28,500	

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; such as easements, if required, at standard hourly rates.

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

**ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:**

Proposal accepted and work is  
authorized to proceed:

THE CITY OF NORTH LIBERTY, IOWA

SHIVE-HATTERY, INC.


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

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

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

KPT/bad

Enc.: Standard Terms and Conditions  
Project location/concept improvements  
Concept phase project cost opinion

  
\_\_\_\_\_  
Kevin P. Trom, P.E.  
Project Manager

## STANDARD TERMS AND CONDITIONS

### PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc.  
"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 the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. 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, employees, contractors, subcontractors and consultants 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, agents, 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 others 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 for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law 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, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (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 contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

#### **ASSIGNMENT**

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

#### **SEVERABILITY, SURVIVAL AND WAIVER**

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

#### **GOVERNING LAW**

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

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

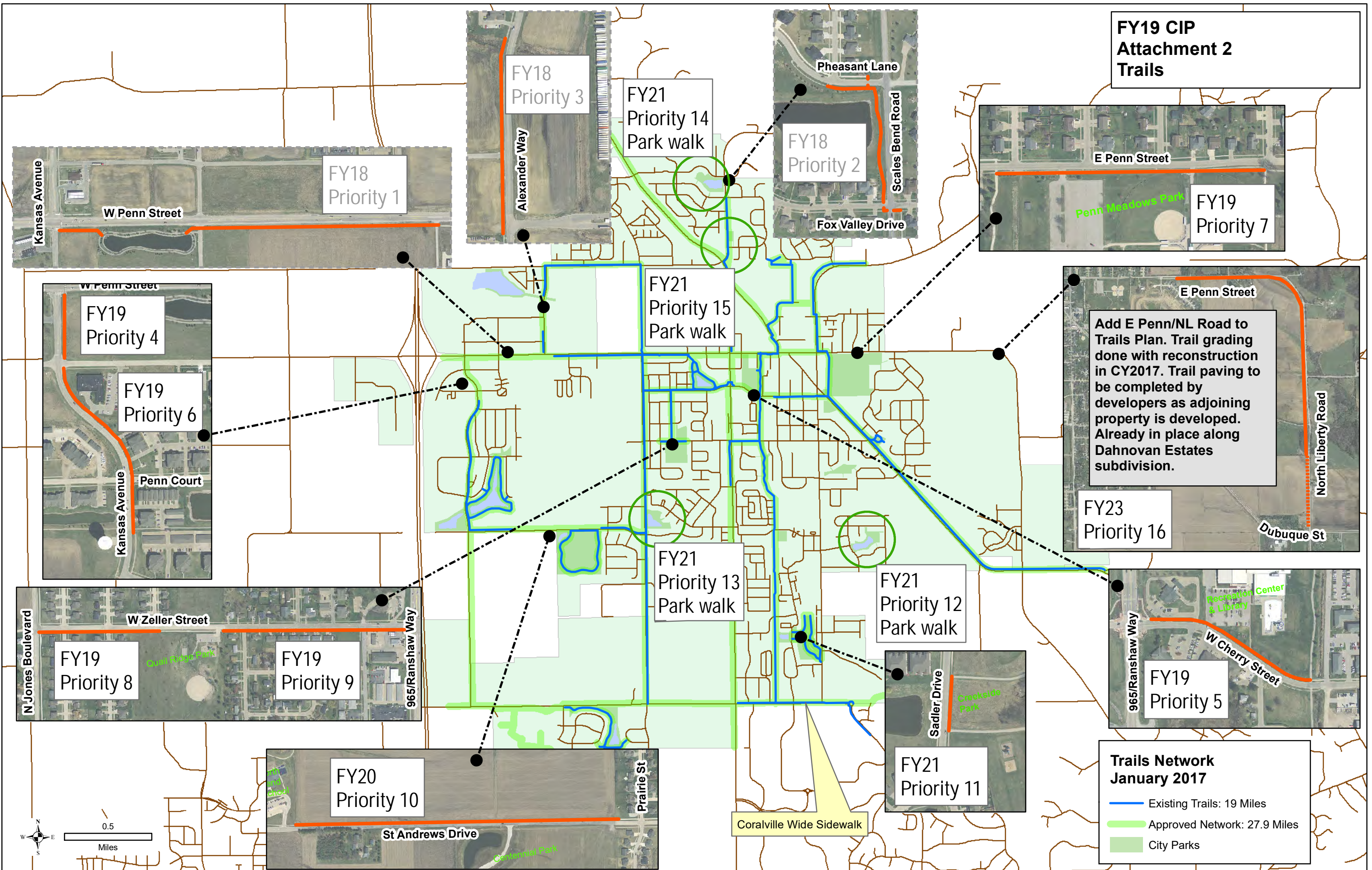
#### **COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

#### **SIGNATURES**

Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement. The CLIENT representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

# FY19 CIP Attachment 2 Trails





# North Liberty 2019 Trail Network Upgrades

Concept Phase Cost Opinion November 2018

	Est Quantity	Unit	Unit Cost	Extended
<b>A Priority 5 - Cherry Street (Ranshaw Way to Trail)</b>				
Remove existing walks & driveways	600	SY	15 \$	9,000
8-foot PCC walk north side of Cherry Street	780	SY	50 \$	39,000
PCC Driveway - 7" thick	190	SY	65 \$	12,350
Traffic Control	1	LS	1000 \$	1,000
Utility & drainage adjustments	1	LS	500 \$	500
Earthwork/Grading	1	LS	5000 \$	5,000
Seeding/Restoration/Erosion control	0.5	AC	5000 \$	2,500
Mobilization (5%)	1	LS	3500 \$	3,500
Contingency (15%)	1	LS	10500 \$	10,500
			Subtotal Construction	\$ 83,350
			Engineering & Admin (15%)	\$ 12,503
			<b>SUBTOTAL</b>	<b>\$ 95,853</b>
<b>B Priority 8 - Zeller Street (Jones Blvd to Quail Ridge Park)</b>				
Remove existing walks & driveways	460	SY	15 \$	6,900
8-foot PCC walk south side of Zeller Street	775	SY	50 \$	38,750
Detectable Warnings	130	SF	60 \$	7,800
Traffic Control	1	LS	1000 \$	500
Utility & drainage adjustments	1	LS	200 \$	200
Earthwork/Grading	1	LS	2500 \$	2,500
Seeding/Restoration/Erosion control	0.3	AC	5000 \$	1,500
Mobilization (5%)	1	LS	3000 \$	3,000
Contingency (15%)	1	LS	9000 \$	9,000
			Subtotal Construction	\$ 70,150
			Engineering & Admin (15%)	\$ 10,523
			<b>SUBTOTAL</b>	<b>\$ 80,673</b>
<b>C Priority 11 - Sadler Drive (Creekside Park 10-foot wide trail loop)</b>				
Remove existing walks & driveways	125	SY	15 \$	1,875
10-foot PCC walk east side of Sadler Drive	275	SY	50 \$	13,750
Earthwork/Grading	1	LS	750 \$	750
Seeding/Restoration/Erosion control	0.25	AC	5000 \$	1,250
Mobilization (5%)	1	LS	1000 \$	1,000
Contingency (15%)	1	LS	3000 \$	3,000
			Subtotal Construction	\$ 21,625
			Engineering & Admin (15%)	\$ 3,244
			<b>SUBTOTAL</b>	<b>\$ 24,869</b>
			<b>TOTAL*</b>	<b>\$ 201,394</b>

\*Does not include costs for easements and/or acquisitions

**Resolution No. 2018-146**

**RESOLUTION APPROVING SERVICES AGREEMENT  
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-  
HATTERY, INC. FOR THE 2019 TRAIL NETWORK  
UPGRADES PROJECT**

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

**WHEREAS**, the City Council desires to make improvements to the Trail System;

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

**NOW, THEREFORE, BE IT RESOLVED** that the agreement presented by Shive-  
Hattery is approved for design services relating to the 2019 Trail Network Upgrades  
Project Services Agreement at a lump sum fee of \$28,500 is 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 27th day of November, 2018.

CITY OF NORTH LIBERTY:

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TERRY L. DONAHUE, MAYOR

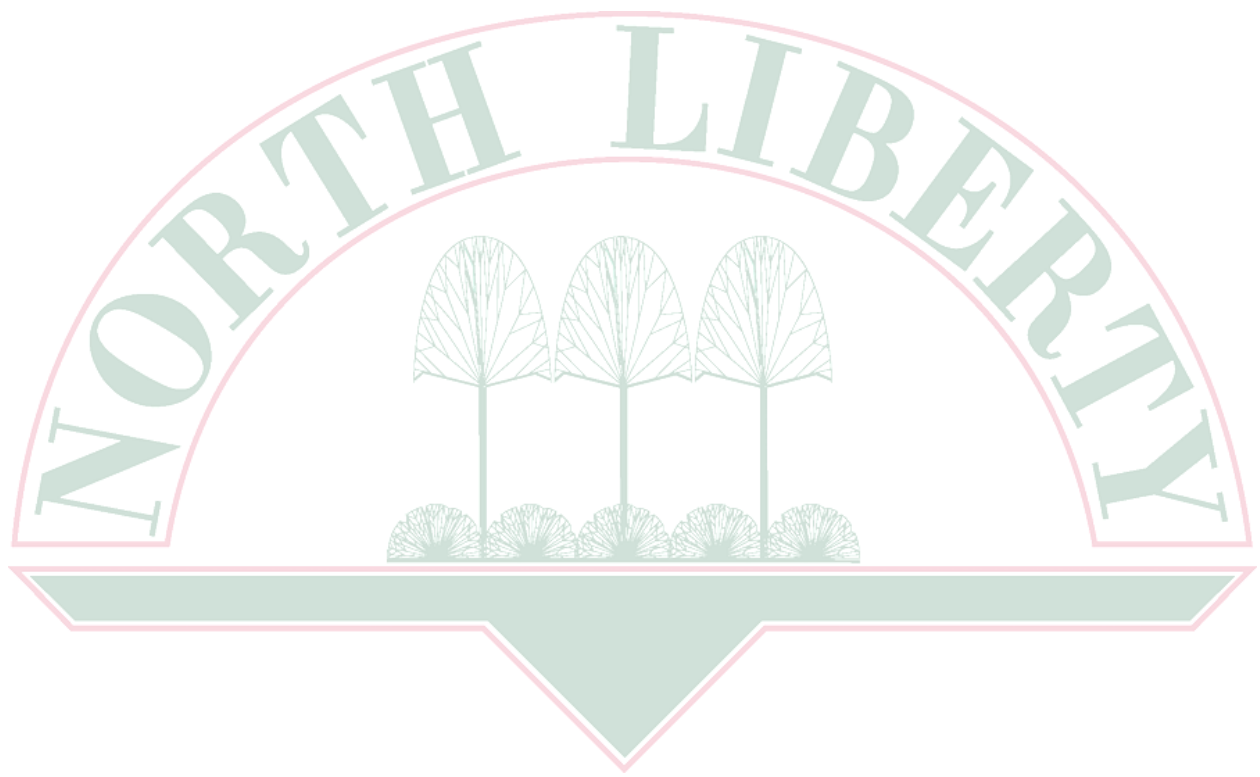
ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

# Project Funding



MINUTES TO SET DATE FOR HEARINGS  
ON PROPOSALS TO ENTER INTO  
GENERAL OBLIGATION LOAN  
AGREEMENTS

421033-72

North Liberty, Iowa

November 27, 2018

The City Council of the City of North Liberty, Iowa, met on November 27, 2018, at \_\_\_\_ o'clock \_\_.m., at the \_\_\_\_\_, North Liberty, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

Attest:

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

## **Resolution No. 2018-147**

### **RESOLUTION SETTING THE DATE FOR PUBLIC HEARINGS ON PROPOSALS TO ENTER INTO GENERAL OBLIGATION LOAN AGREEMENTS AND TO BORROW MONEY THEREUNDER**

**WHEREAS**, the City of North Liberty (the “City”), in Johnson County, State of Iowa, proposes to enter into a loan agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$5,150,000 for the purpose of paying the costs, to that extent, of constructing street and bridge improvements (the “Essential Purpose Project”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law; and

**WHEREAS**, the City previously proposed to enter into a loan agreement (the “Original Urban Renewal Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$5,000,000 for the purpose of paying the cost, to that extent, of constructing, furnishing and equipping a municipal police station, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of June 27, 2017, no petition had been filed with the City asking that the question of entering into the Original Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

**WHEREAS**, the City now proposes to enter into a loan agreement (the “Supplemental Urban Renewal Loan Agreement,” and together with the Essential Purpose Loan Agreement and the Original Urban Renewal Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$1,000,000 for the purpose of paying the costs, to that extent, of constructing, furnishing and equipping a municipal police station (such amount being supplemental of and additional to the \$5,000,000 previously authorized for this purpose by the City Council under the Original Urban Renewal Loan Agreement) (the “Urban Renewal Project,” and together with the Essential Purpose Project, the “Projects”), and in lieu of calling an election thereon, the City desires to institute proceedings to authorize the Supplemental Urban Renewal Loan Agreement by causing a notice of such proposal to be published, including notice of the right to petition for an election, under the provisions of Section 384.24.3(q) and Section 384.26 of the Code of Iowa; and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Supplemental Urban Renewal Loan Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on December 11, 2018, at the Council Chambers, North Liberty, Iowa, at 6:30 p.m., at which time and place hearings will be held

and proceedings will be instituted and action taken to enter into the Loan Agreements described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Essential Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:



NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER  
INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A  
PRINCIPAL AMOUNT NOT TO EXCEED \$5,150,000

(GENERAL OBLIGATION)

The City Council of the City of North Liberty, Iowa (the "City"), will meet on December 11, 2018, at the Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa, at 6:30 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$5,150,000 for the purpose of paying the costs, to that extent, of constructing street and bridge improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of North Liberty, Iowa.

Tracey Mulcahey  
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the Supplemental Urban Renewal Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER  
INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A  
PRINCIPAL AMOUNT NOT TO EXCEED \$1,000,000

(GENERAL OBLIGATION)

The City Council of the City of North Liberty, Iowa (the "City"), will meet on December 11, 2018, at the Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa, at 6:30 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,000,000 for the purpose of paying the costs, to that extent, of constructing, furnishing and equipping a municipal police station (such amount being supplemental of and additional to amounts previously authorized for such purpose by action of the City Council on June 27, 2017).

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24(3)(q) of the Code of Iowa and will constitute a general obligation of the City.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of North Liberty, Iowa.

Tracey Mulcahey  
City Clerk

Section 4. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$11,150,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

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

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

**APPROVED AND ADOPTED** this 27th day of November, 2018.

CITY OF NORTH LIBERTY:

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TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

**ATTESTATION CERTIFICATE**

STATE OF IOWA  
COUNTY OF JOHNSON                      SS:  
CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into certain loan agreements, as referred to therein.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

## ORGANIZATION CERTIFICATE

STATE OF IOWA  
COUNTY OF JOHNSON  
CITY OF NORTH LIBERTY

SS:

I, the undersigned City Clerk, do hereby certify that the City of North Liberty is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Terry L. Donahue, Mayor

Ryan Heiar, City Administrator

Tracey Mulcahey, Assistant City Administrator/City Clerk

Debra Hilton, City Treasurer

Chris Hoffman, Council Member/Mayor Pro Tem

Jennifer Goings, Council Member

Sarah Madsen, Council Member

Annie Pollock, Council Member

Jim Sayre, Council Member

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

TRACEY MULCAHEY, CITY CLERK

## PUBLICATION CERTIFICATE

**(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the dates indicated in the affidavits but please return all other completed pages to us as soon as they are available.)**

STATE OF IOWA  
COUNTY OF JOHNSON                      SS:  
CITY OF NORTH LIBERTY

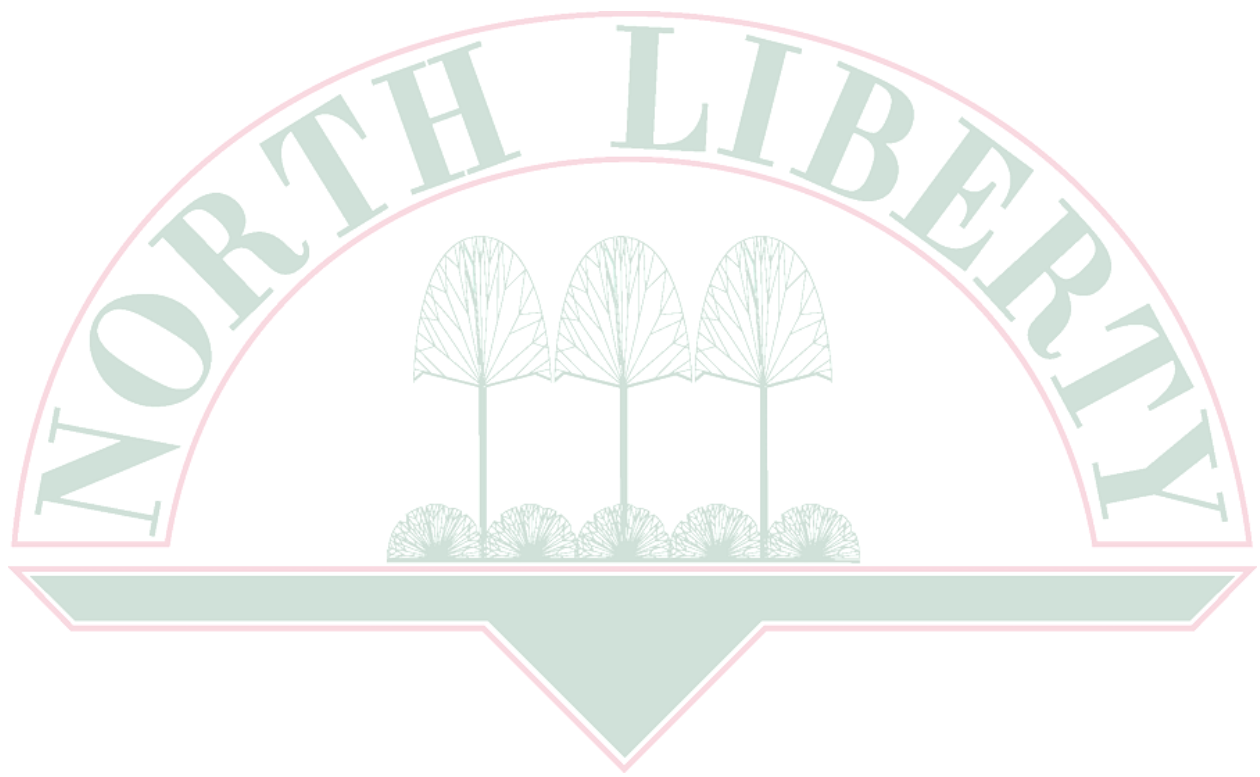
I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notices, of which the printed slips attached to the publisher's affidavits hereto attached are true and complete copies, were published on the dates and in the newspaper specified in such affidavits, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

**(Attach here the publisher's original affidavits with the clippings of the notices, as published.)**

# **FY20 Annual Appropriations**





**Resolution No. 2018-148**

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

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

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

**WHEREAS**, the City has scheduled payments in the amount of \$71,093.00 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2019 with respect to the City’s agreement with Spotix, Inc.;

**WHEREAS**, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2019.

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

Section 1. The City Council hereby obligates \$17,093.00 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2019.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2018 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

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

**APPROVED AND ADOPTED** this 27th day of November, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

**Resolution No. 2018-149**

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

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

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

**WHEREAS**, the City has scheduled payments in the amount of \$98,087.00 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2019 with respect to the City’s agreement with A & M Development;

**WHEREAS**, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2019.

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

Section 1. The City Council hereby obligates \$98,087.00 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2019.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2018 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

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

**APPROVED AND ADOPTED** this 27th day of November, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

**Resolution No. 2018-150**

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

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

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

**WHEREAS**, the City has scheduled payments in the amount of \$32,106.00 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2019 with respect to the City’s agreement with Corridor Media Properties, LLC;

**WHEREAS**, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2019.

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

Section 1. The City Council hereby obligates \$32,106.00 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2019.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2018 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

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

**APPROVED AND ADOPTED** this 27th day of November, 2018.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

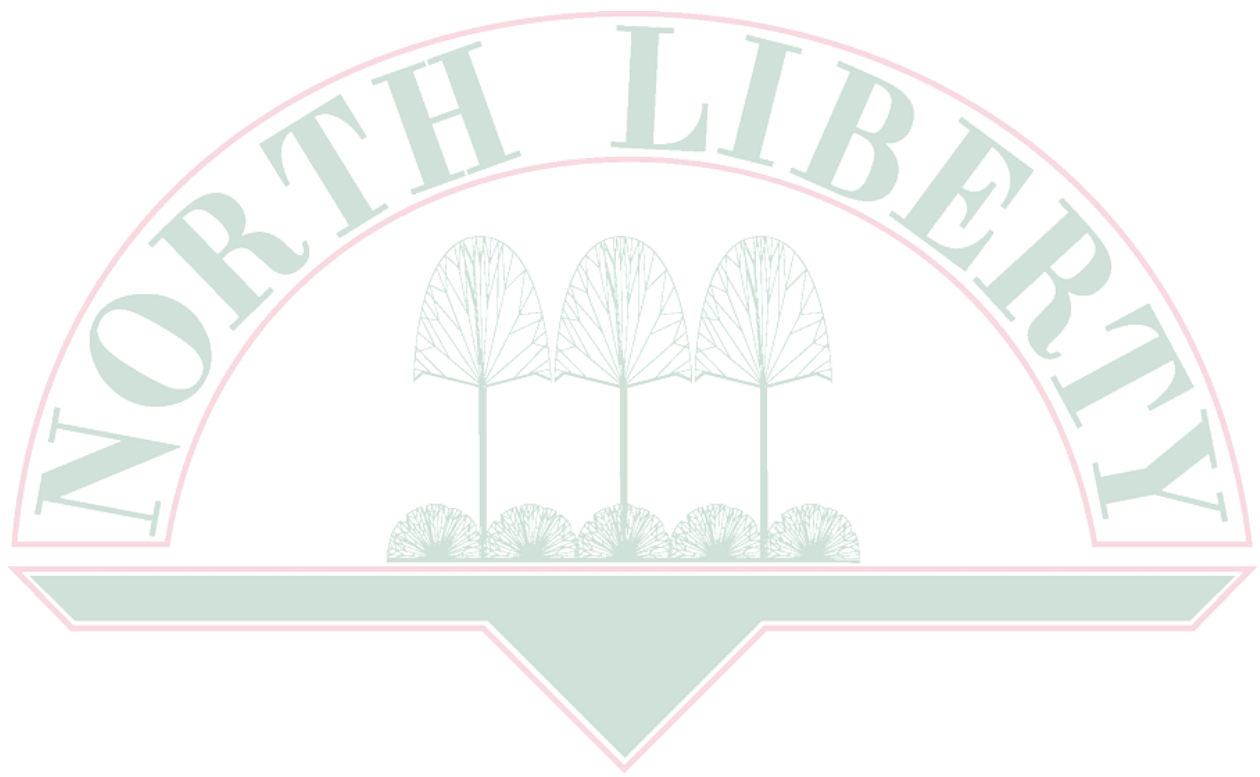
ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

# **FY 20 Annual Urban Renewal Draw**



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

City: North Liberty County: Johnson

Urban Renewal Area Name: North Liberty

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

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

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ **3,471,436**

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

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

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

Notes/Additional Information:

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated this 27th day of November, 2018

\_\_\_\_\_  
Signature of Authorized Official

319/626-5700  
Telephone



**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: North Liberty County: JohnsonUrban Renewal Area Name: North LibertyUrban Renewal Area Number: 52001 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. 2014C TIF Bond City needs \$343,800 in princ/int/pa fees 100% of debt paid with TIF	10/30/2014	343,800
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. University of Iowa Community Credit Union Development Agreement Annual Appropriation 100% TIF Taxes Payment 6 of 8	11/27/2018	747,456
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. 2015A GO Bond City needs \$ 293,532 in princ/int/pa fees	10/07/2015	293,532
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. 2018A TIF/GO Bond City needs \$426,631 in princ/int/pa fees	10/15/2018	426,631
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. REDLG Loan for the Library Project Year 6 of 10	10/22/2013	36,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

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

**Total For City TIF Form 1.1 Page 1: 1,847,419**

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

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: North Liberty County: JohnsonUrban Renewal Area Name: North LibertyUrban Renewal Area Number: 52001 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
<b>6. TIF Rebate Agreement A &amp; M Property</b> Refunding TIF taxes paid up to a maximum rebate of \$5,000,000. Total rebated to date: \$577,268 (Includes GEICO certification)	02/08/2011	98,087
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
<b>7. Spotix Development Agreement</b> Payment 2 of 7. Employment requirement starts in 2018. Min investment of \$1,900,000.00	11/27/2018	71,093
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
<b>8. Corridor Media Properties Development Agreement</b> Assignment from A & M Development. Year 2 of 10. Office Premium	11/27/2018	32,106
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
<b>9. 2017 A TIF Bond</b> City needs \$139,350 in princ/int/pa fees	04/27/2017	139,350
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
<b>10. 2017B TIF Bond</b> 100% TIF Bond City needs \$1,283,381 in princ/int/pa fees	5/30/2017	1,283,381
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

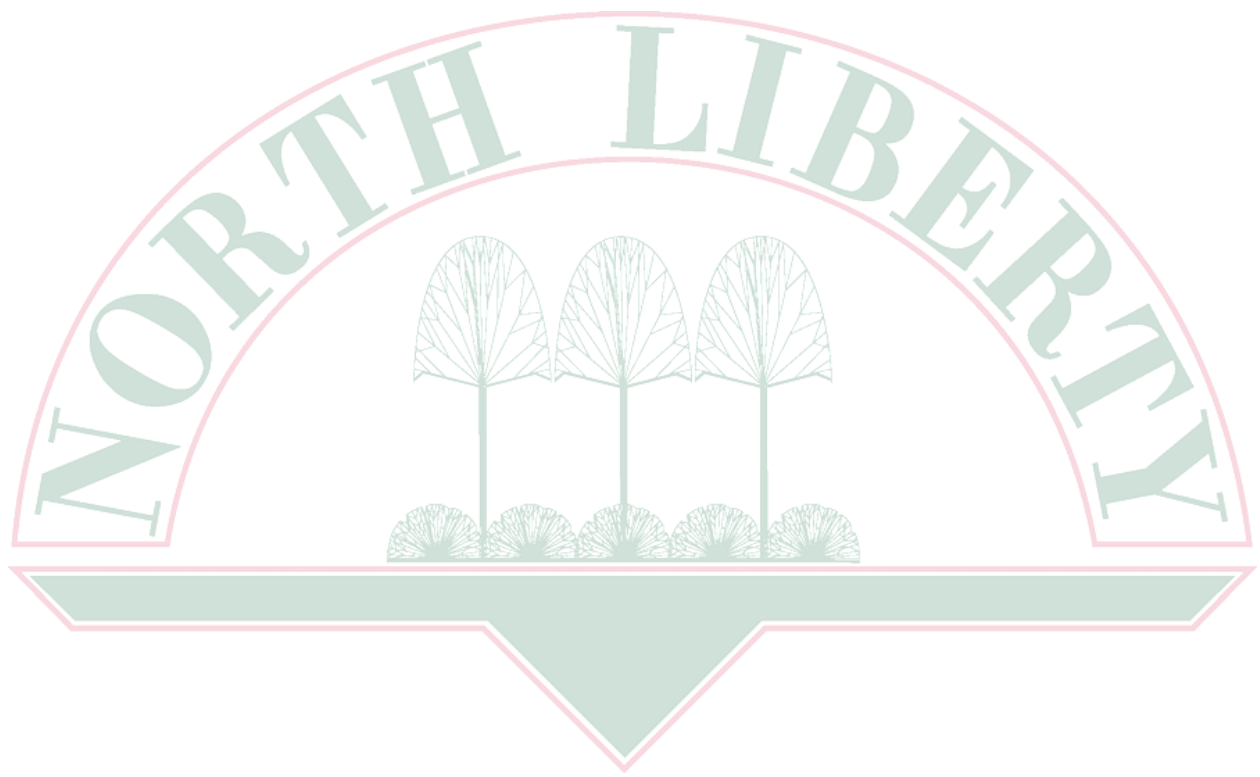
If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

**Total For City TIF Form 1.1 Page 2: 1,624,017**

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



# **FY 18 Annual Urban Renewal Report**



# Annual Urban Renewal Report, Fiscal Year 2017 - 2018

## 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	19

**TIF Debt Outstanding:** 34,439,685

<b>TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:</b>	<b>1,929,880</b>	<b>0</b>	<b>Amount of 07-01-2017 Cash Balance Restricted for LMI</b>
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TIF Revenue:	3,823,637
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>3,823,637</b>

Rebate Expenditures:	1,111,275
Non-Rebate Expenditures:	3,127,930
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>4,239,205</b>

<b>TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:</b>	<b>1,514,312</b>	<b>0</b>	<b>Amount of 06-30-2018 Cash Balance Restricted for LMI</b>
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**Year-End Outstanding TIF  
Obligations, Net of TIF Special  
Revenue Fund Balance:** 28,686,168

## Urban Renewal Area Data Collection

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

UR Area Creation Date: 06/1990

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

## Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
NORTH LIBERTY CITY/IOWA CITY SCH/ NL UR TIF INCREMENT	52099	52100	39,823,715
NORTH LIBERTY CITY AG/IOWA CITY SCH/ NL UR TIF INCREMENT	52101	52102	151,130
NORTH LIBERTY CITY/CLEAR CREEK SCH/ NL UR TIF INCREMENT	52103	52104	24,705,581
NORTH LIBERTY CITY AG/CLEAR CREEK SCH/NL UR TIF INCREMENT	52105	52106	187,993
NORTH LIBERTY CITY/IOWA CITY SCH/NORTH LIBERTY UR 1997 AMEND TIF INCREMENT	52174	52175	17,322,662
NORTH LIBERTY CITY AG/CLEAR CREEK SCH/NORTH LIBERTY UR 1997 AMEND TIF INCREMENT	52176	52177	7,892
NORTH LIBERTY CITY AG/IOWA CITY SCH/NORTH LIBERTY UR 1997 AMEND TIF INCREMENT	52178	52179	48
NORTH LIBERTY CITY/CLEAR CREEK SCH/NORTH LIBERTY UR 1997 AMEND TIF INCREMENT	52180	52181	2,825,926
NORTH LIBERTY CITY AG/IOWA CITY SCH/NORTH LIBERTY UR 2000 AMEND TIF INCREMENT	52191	52192	0
NORTH LIBERTY CITY/IOWA CITY SCH/NORTH LIBERTY UR 2000 AMEND TIF INCREM	52204	52205	16,629,232
NORTH LIBERTY CITY/IOWA CITY SCH/NORTH LIBERTY UR 2002 AMEND INCR	52220	52221	0
NORTH LIBERTY CITY AG/IOWA CITY SCH/NORTH LIBERTY UR 2002 AMEND INCR	52222	52223	60,452
NORTH LIBERTY CITY AG/IOWA CITY SCH/N LIBERTY UR 2003 AMD TIF INCR	52257	52258	0
NORTH LIBERTY CITY/IOWA CITY SCH/N LIBERTY UR 2003 AMEND INCREMENT	52285	52286	4,440,817
NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIB UR TIF HEARTLAND EXPRESS INCREMENT	52315	52316	5,856,221
NORTH LIBERTY CITY AG/CLEAR CREEK SCH/NORTH LIBERTY UR TIF 2010 AMEND INCR	52335	52336	0
NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIB UR TIF AM DELOPMENT INCR	52343	52344	6,273,000
NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIB UR TIF UICCU INCREMENT	52374	52375	24,140,160
NORTH LIBERTY CITY/CLEAR CREEK SCH/N LIBERTY UR 2016 AMEND INCREMENT	52394	52395	0

## Urban Renewal Area Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,259,700	196,945,300	205,825,821	12,959,200	0	-66,672	419,858,828	0	419,858,828
Taxable	598,346	112,138,885	185,243,238	11,663,280	0	-66,672	311,998,847	0	311,998,847
Homestead Credits									499

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:**

**1,929,880**

**0**

**Amount of 07-01-2017 Cash Balance Restricted for LMI**

TIF Revenue: 3,823,637

TIF Sp. Revenue Fund Interest: 0

Property Tax Replacement Claims: 0

Asset Sales & Loan Repayments: 0

**Total Revenue: 3,823,637**

Rebate Expenditures:	1,111,275
Non-Rebate Expenditures:	3,127,930
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>4,239,205</b>

<b>TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:</b>	<b>1,514,312</b>	<b>0</b>	<b>Amount of 06-30-2018 Cash Balance Restricted for LMI</b>
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## Projects For NORTH LIBERTY URBAN RENEWAL

### 2005 Penn Street paving

Description:	West Penn Street paving project
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

### 2005 Park projects

Description:	Park improvements
	Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	Yes

### 2005 Forevergreen Rd/Hwy 965

Description:	Intersection improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

### 2005 Zeller Street Project

Description:	Street improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

### 2005 Highway 965 Improvements

Description:	Street improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

### 2005 Kansas Avenue

Description:	Extra width on Kansas Ave
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

### 2005 12th Avenue/E Forevergreen

Description:	Street improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes



Payments Complete:	Yes
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## 1998 Sewer Plant Project

Description:	Wastewater Plant Project
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

## 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

## 2011 City Hall Land Acquisition

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

## 2011 Dubuque Street Trail Project

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

## 2011 Penn Street Turn Lanes

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

## 2011 Jones Boulevard Phase 1

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

## 2011 Golfview Drive Project

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

## 2011 Penn Meadows Park Parking Lot Project

Description:	Parking Lot and stormwater quality improvements Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

## 2011 Quail Ridge Park

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

## Highway 965 Project

Description:	Hwy 965 overruns
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## Maytag

Description:	Development Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

## JM Swank

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

## Heartland Express

Description:	Development Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes

Payments Complete:	No
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## 2012 Library Project

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

## A&M Development

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

## UICCU

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

## 2005 Liberty Centre Park

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

## 2007 Property Purchase

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

## 2012 Front Street Improvements

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

## 2013 Highway 965, Phase 2A

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

## 2013 Jones Blvd, Phase 2

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

## 2011 Liberty Centre Trail

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

## 2014 Highway 965, Phase 2

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

## Debts/Obligations For NORTH LIBERTY URBAN RENEWAL

### 2008 GO/TIF Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	06/30/2008
FY of Last Payment:	2017

### 2009 GO/TIF Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	06/01/2009
FY of Last Payment:	2017

### 2010B GO/TIF Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	10/25/2010
FY of Last Payment:	2017

### 2011B GO/TIF Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,960,000
Interest:	557,433
Total:	4,517,433
Annual Appropriation?:	No
Date Incurred:	08/23/2011
FY of Last Payment:	2026

### Heartland Express Agreement

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	09/20/2005
FY of Last Payment:	2019



## 2012B GO/TIF Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,115,000
Interest:	56,305
Total:	1,171,305
Annual Appropriation?:	No
Date Incurred:	10/23/2012
FY of Last Payment:	2023

## A&M Development Agreement

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

## UICCU

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

## 2013C GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,555,000
Interest:	228,950
Total:	2,783,950
Annual Appropriation?:	No
Date Incurred:	11/05/2013
FY of Last Payment:	2024

## 2013 REDLG

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	180,000
Interest:	36,000
Total:	216,000
Annual Appropriation?:	No
Date Incurred:	02/12/2013
FY of Last Payment:	2023

## 2014C GO/Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
-----------------------	-----------------------------

Principal:	2,505,000
Interest:	230,400
Total:	2,735,400
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:	8,220,000
Interest:	829,800
Total:	9,049,800
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:	7,980,000
Interest:	934,331
Total:	8,914,331
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:	4,435,000
Interest:	616,466
Total:	5,051,466
Annual Appropriation?:	No
Date Incurred:	04/27/2017
FY of Last Payment:	2027

## Non-Rebates For NORTH LIBERTY URBAN RENEWAL

TIF Expenditure Amount:	103,191
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2015A 240th St. Improvements

TIF Expenditure Amount:	20,875
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2015A Kansas/Penn Intersection

TIF Expenditure Amount:	44,982
Tied To Debt:	2017A GO/Urban Renewal Bond
Tied To Project:	2008 USTEP Project

TIF Expenditure Amount:	13,631
Tied To Debt:	2017A GO/Urban Renewal Bond
Tied To Project:	2008 CCA Gym Expand

TIF Expenditure Amount:	210,744
Tied To Debt:	2017A GO/Urban Renewal Bond
Tied To Project:	2009 Forevergreen Rd Project

TIF Expenditure Amount:	55,089
Tied To Debt:	2017A GO/Urban Renewal Bond
Tied To Project:	2009 Hwy 965 Design

TIF Expenditure Amount:	1,381
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Ranshaw House

TIF Expenditure Amount:	47,170
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 City Hall Land Aquisition

TIF Expenditure Amount:	1,150
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Park Update

TIF Expenditure Amount:	2,485
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Meade Farm Updates

TIF Expenditure Amount:	37,548
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Parkland acquisition

TIF Expenditure Amount:	28,302
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Gym Project

TIF Expenditure Amount:	1,150
Tied To Debt:	2017B GO/Urban Renewal Bond

Tied To Project:	2010 Rec Center Project
TIF Expenditure Amount:	874
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Cherry Street lights
TIF Expenditure Amount:	18,408
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Hwy 965, Ph 2
TIF Expenditure Amount:	6,121
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Penn Street PProject
TIF Expenditure Amount:	10,861
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Jones Blvd, Phase 1
TIF Expenditure Amount:	151,330
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2010 Hwy 965, Phase 1
TIF Expenditure Amount:	34,817
Tied To Debt:	2011B GO/TIF Bond
Tied To Project:	2011 City Hall Land Acquisition
TIF Expenditure Amount:	30,465
Tied To Debt:	2011B GO/TIF Bond
Tied To Project:	2011 Dubuque Street Trail Project
TIF Expenditure Amount:	126,327
Tied To Debt:	2011B GO/TIF Bond
Tied To Project:	2011 Penn Street Turn Lanes
TIF Expenditure Amount:	196,283
Tied To Debt:	2011B GO/TIF Bond
Tied To Project:	2011 Jones Boulevard Phase 1
TIF Expenditure Amount:	100,100
Tied To Debt:	2011B GO/TIF Bond
Tied To Project:	2011 Golfview Drive Project
TIF Expenditure Amount:	235,098
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2007 Property Purchase
TIF Expenditure Amount:	143,992
Tied To Debt:	2013C GO/Urban Renewal Bond
Tied To Project:	2013 Highway 965, Phase 2A
TIF Expenditure Amount:	250,546
Tied To Debt:	2013C GO/Urban Renewal Bond
Tied To Project:	2013 Jones Blvd, Phase 2
TIF Expenditure Amount:	194,718
Tied To Debt:	2012B GO/TIF Bond

Tied To Project:	2012 Library Project
TIF Expenditure Amount:	287,997
Tied To Debt:	2014C GO/Urban Renewal Bond
Tied To Project:	2014 Highway 965, Phase 2
TIF Expenditure Amount:	57,603
Tied To Debt:	2014C GO/Urban Renewal Bond
Tied To Project:	2014 North Front Street Improvements
TIF Expenditure Amount:	36,000
Tied To Debt:	2013 REDLG
Tied To Project:	2012 Library Project
TIF Expenditure Amount:	98,760
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2015A Hwy 965, Phase 2
TIF Expenditure Amount:	36,675
Tied To Debt:	2015A GO/Urban Renewal Bonds
Tied To Project:	2015A Parks & Trails Projects
TIF Expenditure Amount:	221,585
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2017B Penn Street ICAAP
TIF Expenditure Amount:	321,672
Tied To Debt:	2017B GO/Urban Renewal Bond
Tied To Project:	2017B Dubuque Street/NL Road

## Rebates For NORTH LIBERTY URBAN RENEWAL

### 901 N. Kansas Avenue

TIF Expenditure Amount:	166,866
Rebate Paid To:	Heartland Express
Tied To Debt:	Heartland Express Agreement
Tied To Project:	Heartland Express
Projected Final FY of Rebate:	2019

### 2380 Landon Road

TIF Expenditure Amount:	186,836
Rebate Paid To:	A&M Development
Tied To Debt:	A&M Development Agreement
Tied To Project:	A&M Development
Projected Final FY of Rebate:	2022

### 2355 Landon Road

TIF Expenditure Amount:	757,573
Rebate Paid To:	UICCU
Tied To Debt:	UICCU
Tied To Project:	UICCU
Projected Final FY of Rebate:	2024

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2018

## 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: 52100

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 - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	73,402,900	67,356,873	10,842,100	0	-42,596	152,209,204	0	152,209,204
Taxable	0	41,795,009	60,621,186	9,757,890	0	-42,596	112,667,680	0	112,667,680
Homestead Credits									210

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	12,108,683	112,667,680	39,823,715	72,843,965	2,024,210

FY 2018 TIF Revenue Received: 1,035,421

## 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: 52102

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 - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	389,000	0	0	0	0	0	389,000	0	389,000
Taxable	184,772	0	0	0	0	0	184,772	0	184,772
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	131,011	184,772	151,130	33,642	695

FY 2018 TIF Revenue Received: 2,985



## 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: 52104

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 - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	70,771,500	53,487,500	0	0	-9,260	124,912,240	0	124,912,240
Taxable	0	40,296,656	48,138,750	0	0	-9,260	88,972,709	0	88,972,709
Homestead Credits									124

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	1,150,795	88,972,709	24,705,581	64,267,128	1,828,595

FY 2018 TIF Revenue Received: 681,645

## 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: 52106

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 - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	484,000	0	0	0	0	0	484,000	0	484,000
Taxable	229,894	0	0	0	0	0	229,894	0	229,894
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	152,012	229,894	187,993	41,901	893

FY 2018 TIF Revenue Received: 3,799

### 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 1997 AMEND TIF INCREMENT
TIF Taxing District Inc. Number:	52175
TIF Taxing District Base Year:	1996
FY TIF Revenue First Received:	1997
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2018

UR Designation	
Slum	No
Blighted	No
Economic Development	06/1996

### TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	30,124,900	2,997,148	0	0	-7,408	34,737,692	0	34,737,692
Taxable	0	17,152,824	2,697,432	0	0	-7,408	21,181,864	0	21,181,864
Homestead Credits									101

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	28,493	21,181,864	17,322,662	3,859,202	107,241

FY 2018 TIF Revenue Received: 466,913

### 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 1997 AMEND TIF INCREMENT
TIF Taxing District Inc. Number:	52177
TIF Taxing District Base Year:	1996
FY TIF Revenue First Received:	1997
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2018

UR Designation	
Slum	No
Blighted	No
Economic Development	No

### TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	20,400	0	0	0	0	0	20,400	0	20,400
Taxable	9,689	0	0	0	0	0	9,689	0	9,689
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	6,438	9,689	7,892	1,797	38

FY 2018 TIF Revenue Received: 122

♣ Annual Urban Renewal Report, Fiscal Year 2017 - 2018

### 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 1997 AMEND
TIF INCREMENT	
TIF Taxing District Inc. Number:	52179
TIF Taxing District Base Year:	1996
FY TIF Revenue First Received:	1997
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2018

UR Designation	
Slum	No
Blighted	No
Economic Development	No

#### TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	6,100	0	0	0	0	0	6,100	0	6,100
Taxable	2,897	0	0	0	0	0	2,897	0	2,897
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	6,010	90	48	42	1

FY 2018 TIF Revenue Received: 1

### 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 1997 AMEND
TIF INCREMENT	
TIF Taxing District Inc. Number:	52181
TIF Taxing District Base Year:	1996
FY TIF Revenue First Received:	1997
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2018

UR Designation	
Slum	No
Blighted	No
Economic Development	12/1997

#### TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	14,539,600	0	0	0	14,539,600	0	14,539,600
Taxable	0	0	13,085,640	0	0	0	13,085,640	0	13,085,640
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	146,020	13,085,640	2,825,926	10,259,714	291,920

FY 2018 TIF Revenue Received: 73,643

### 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:	52192
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 - 1/1/2016 for FY 2018

	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 2018	4,959	0	0	0	0

FY 2018 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:	52205
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 - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,390,800	17,698,300	2,117,100	0	0	24,206,200	0	24,206,200
Taxable	0	2,500,064	15,928,470	1,905,390	0	0	20,333,924	0	20,333,924
Homestead Credits									17

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	51,647	20,333,924	16,629,232	3,704,692	102,947

FY 2018 TIF Revenue Received: 416,936

### 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:	52221
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 - 1/1/2016 for FY 2018

	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 2018	9,500	0	0	0	0

FY 2018 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:	52223
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 - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	360,200	0	0	0	0	0	360,200	0	360,200
Taxable	171,094	0	0	0	0	0	171,094	0	171,094
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	154,440	171,094	60,452	110,642	2,285

FY 2018 TIF Revenue Received: 1,194

### 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:	52258
TIF Taxing District Base Year:	2003
FY TIF Revenue First Received:	2004
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2024

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2003

#### TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	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 2018	0	0	0	0	0

FY 2018 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:	52286
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 - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	18,255,200	2,418,700	0	0	-7,408	20,666,492	0	20,666,492
Taxable	0	10,394,332	2,176,830	0	0	-7,408	12,563,754	0	12,563,754
Homestead Credits									47

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	17,689	12,563,754	4,440,817	8,122,937	225,723

FY 2018 TIF Revenue Received: 120,273

♣ Annual Urban Renewal Report, Fiscal Year 2017 - 2018

### 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 HEARTLAND  
 EXPRESS INCREMENT  
 TIF Taxing District Inc. Number: 52316  
 TIF Taxing District Base Year: 1989  
 FY TIF Revenue First Received: 2010  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/1990

### TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	13,013,800	0	0	0	13,013,800	0	13,013,800
Taxable	0	0	11,712,420	0	0	0	11,712,420	0	11,712,420
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	18,863	11,712,420	5,856,221	5,856,199	166,627

FY 2018 TIF Revenue Received: 165,374

### 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: 52336  
 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 - 1/1/2016 for FY 2018

	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 2018	0	0	0	0	0

FY 2018 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2017 - 2018

### 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:	52344
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 - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	6,970,000	0	0	0	6,970,000	0	6,970,000
Taxable	0	0	6,273,000	0	0	0	6,273,000	0	6,273,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	56,718	6,273,000	6,273,000	0	0

FY 2018 TIF Revenue Received: 170,976

### 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:	52375
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 - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	26,822,400	0	0	0	26,822,400	0	26,822,400
Taxable	0	0	24,140,160	0	0	0	24,140,160	0	24,140,160
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	38,665	24,140,160	24,140,160	0	0

FY 2018 TIF Revenue Received: 684,355



## 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: 52395  
 TIF Taxing District Base Year: 2015  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

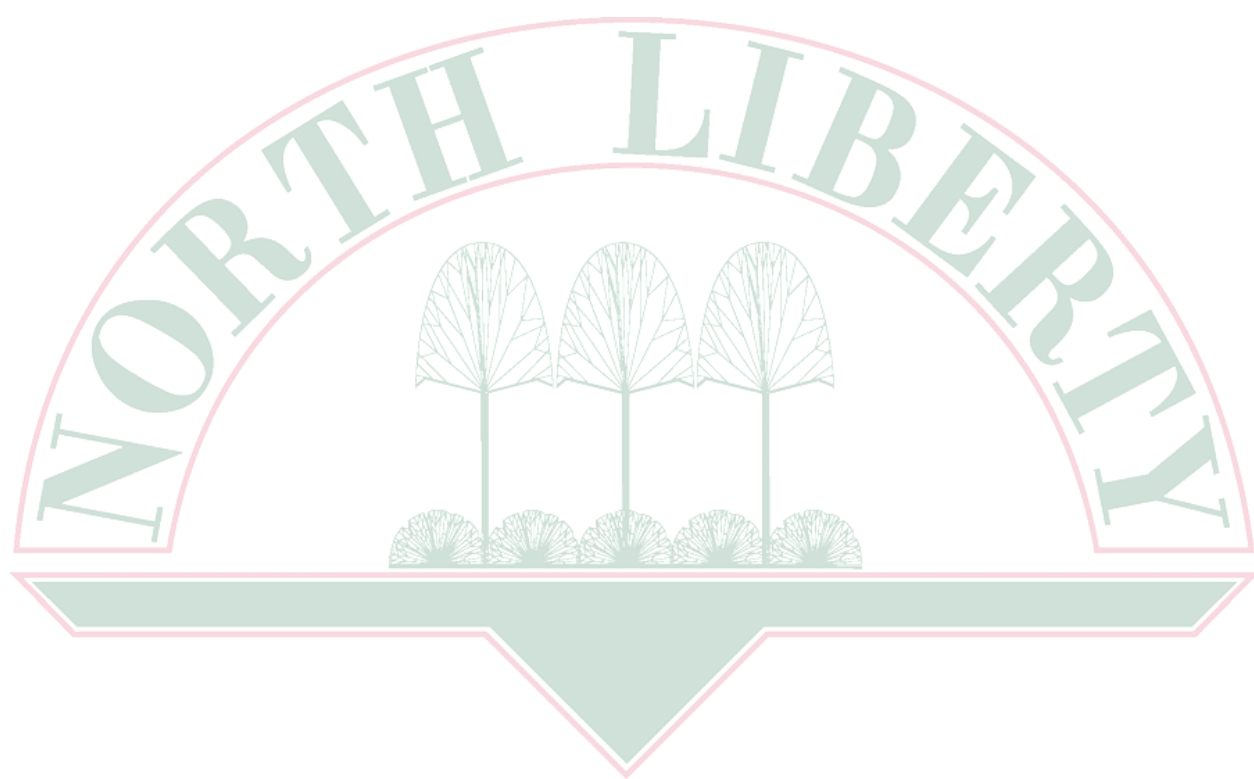
## TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	521,500	0	0	0	521,500	0	521,500
Taxable	0	0	469,350	0	0	0	469,350	0	469,350
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	521,500	0	0	0	0

FY 2018 TIF Revenue Received: 0

# Additional Information





## Financial Report

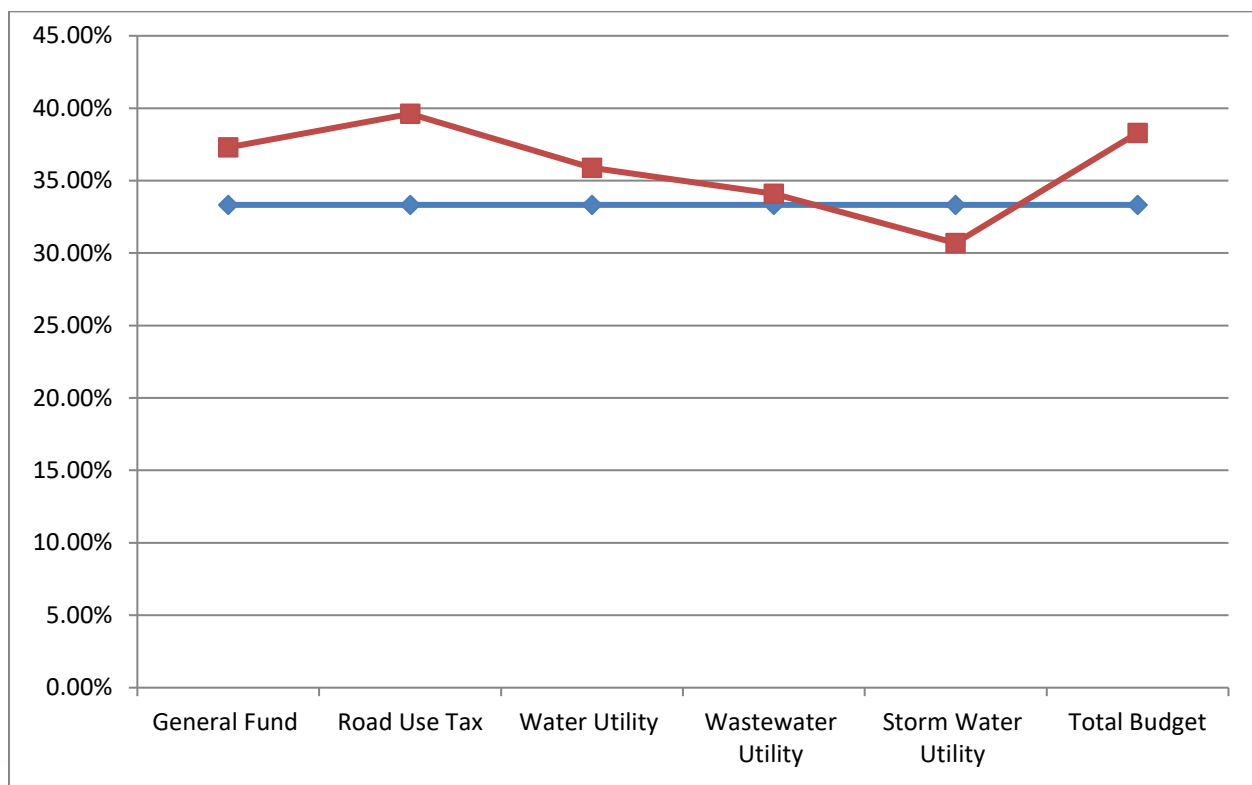
October 31, 2018

City staff are pleased to submit the unaudited monthly financial report for the month of October 2018. At the end of the month, the City was 33.33% through the budget year. Total revenues received for the month were \$12,735,792.90. Total expenditures for the month were \$3,582,451.68. The total cash balance as of October 31, 2018 was \$18,628,164.38.

The red line indicates the percentage where the budget area is and blue line is the percentage of the budget year. Any particular area falling approximately 10% below or above the percentage of the budget year will be explained below.

### Revenues

The following chart demonstrates the condition of the City's budgeted revenues as of October 31, 2018:

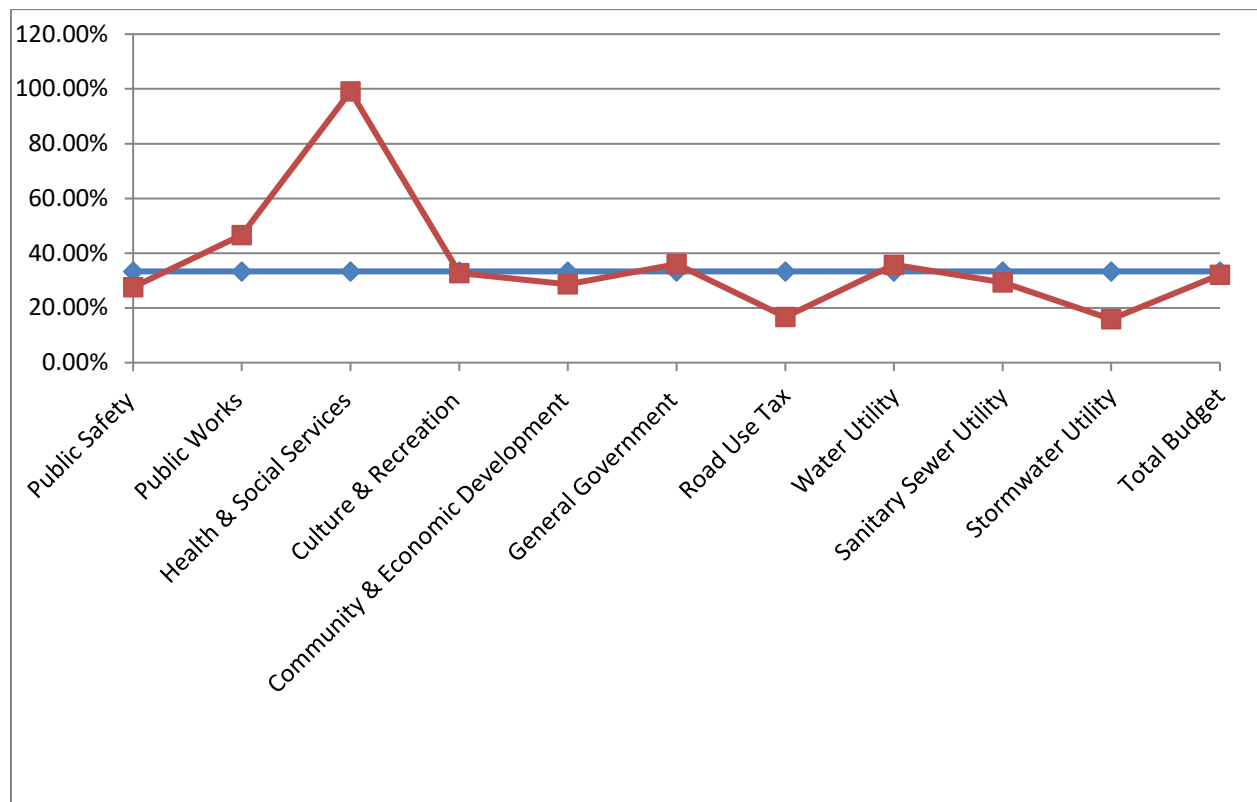


- This chart represents the historical view at the end of the month.
- The General Fund is right where it is expected at 37.29%
- Utility revenues are all on track.
- Overall revenues are below the 25% of the fiscal year principally due to property tax receipts being later in the fiscal year.

Overall revenues for the fiscal year are \$19,668,714.60, 38.29% of the budgeted amount.

### Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of October 31, 2018:



- Health and Social Services is exceeding the percentage of expenditures for the year to date. Grants for social service programs were made in July.
- Public Works is exceeding the budgeted amount due to increased refuse collection fees. These are pass through expenses.
- Road Use Tax and Stormwater Utility expenses are more than 10% below budgeted projections due to many transfers occurring at the end of the fiscal year in June.

Year to date total expenditures are \$16,609,901.21 or 32.17% of the projected budget amounts. This amount is right on par for the portion of the fiscal year completed.

### Treasurer's Report

Following is the Treasurer's Report for October. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 6,417,361.97. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

#### CITY OF NORTH LIBERTY

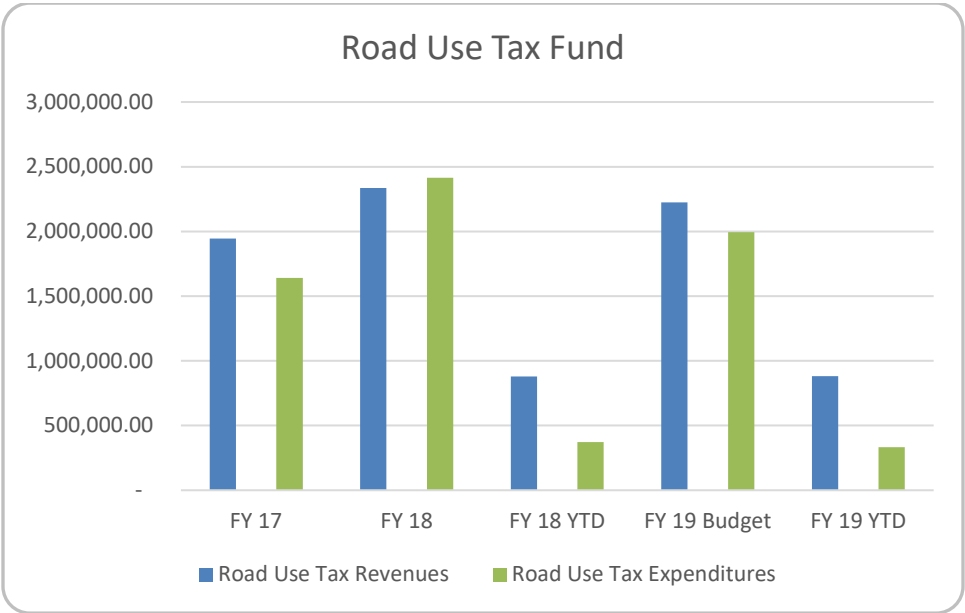
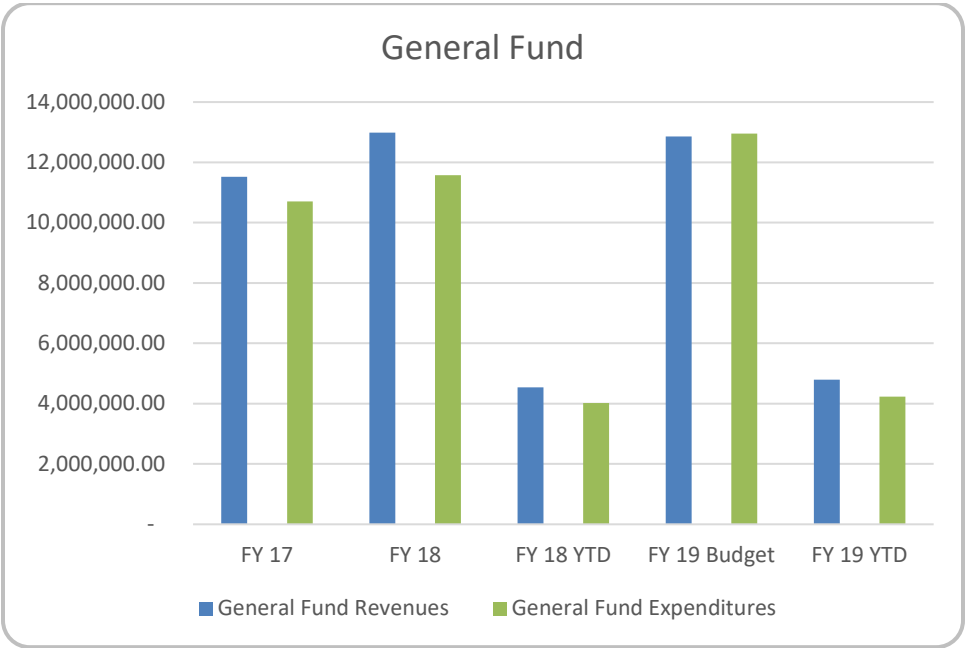
#### TREASURER'S REPORT

October 31, 2018

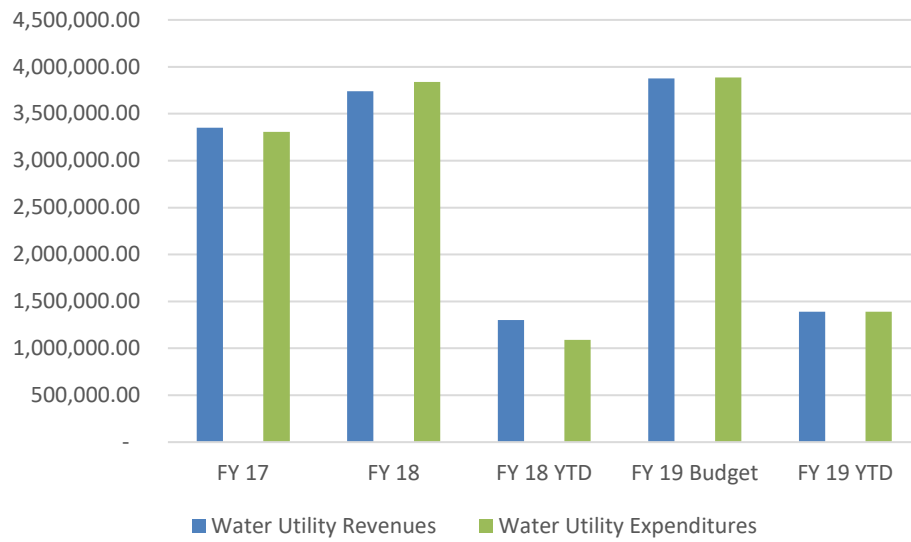
FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	10/01/2018			10/31/2018
GENERAL	5,957,792.79	4,361,862.03	1,221,848.38	9,097,806.44
SPECIAL REVENUE	3,664,995.86	2,223,238.13	240,782.87	5,647,451.12
DEBT SERVICE	356,232.54	545,938.77	14,426.44	887,744.87
CAPITAL PROJECTS	-10,268,007.41	3,426,010.56	1,442,499.82	-8,284,496.67
WATER ENTERPRISE	3,533,627.78	1,335,873.10	298,089.05	4,571,411.83
WASTEWATER ENTERPRISE	5,963,734.82	871,665.46	355,122.70	6,480,277.58
STORM WATER ENTERPRISE	220,053.72	18,084.46	10,168.97	227,969.21
<b>TOTAL</b>	<b>9,428,430.10</b>	<b>12,782,672.51</b>	<b>3,582,938.23</b>	<b>18,628,164.38</b>

### Summary Charts

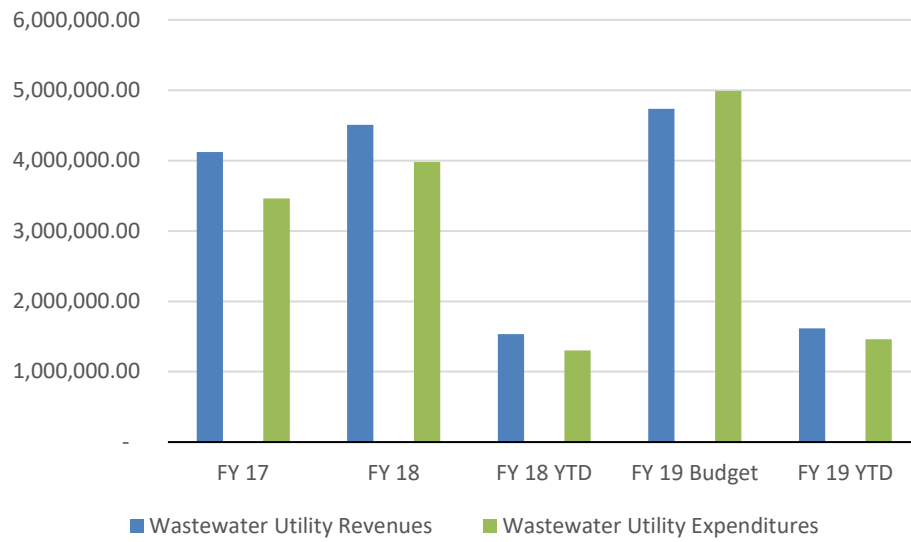
Following are comparison charts of revenues and expenditures for the past two fiscal years, the previous fiscal year to date, this fiscal year's budget and this fiscal year to date.

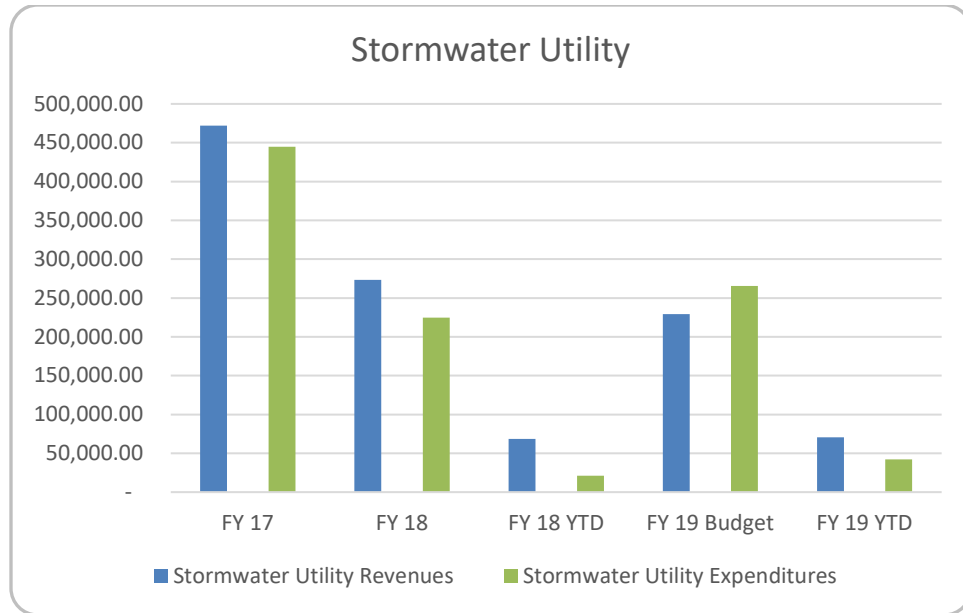


### Water Utility



### Wastewater Utility





If you have questions regarding this document or would like additional information, please contact Tracey Mulcahey.