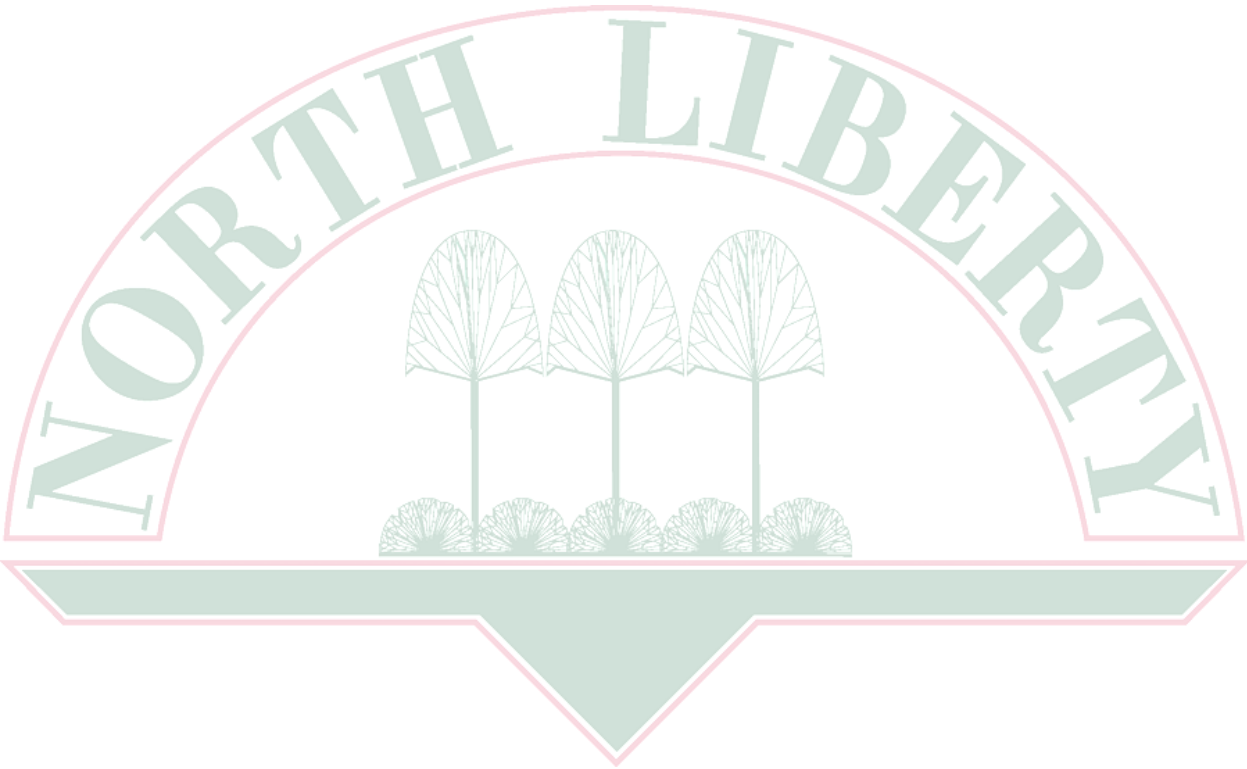




North Liberty City Council
Work and Regular Session
November 26, 2019

City Administrator Memo





City Council Memo

for November 26, 2019

from the desk of Ryan C. Heiar

Meetings & Events

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

City Council & Budget Goal Setting

Thursday, Nov 28

Thanksgiving Holiday – City Offices Closed

Friday, Nov 29

Thanksgiving Holiday – City Offices Closed

Monday, Dec 2 at 6:00p.m.

Communications Commission

Thursday, Dec 5 at 7:00p.m.

Parks & Recreation Commission

Tuesday, Dec 10 at 6:30p.m.

City Council

Reminder: *There will be no second City Council meeting in the month of December.*

Consent Agenda

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

- City Council Minutes (11/12/19)
- Claims
- October Revenues
- October Treasurer's Report
- Liquor License Renewal – The Depot
- Change Order #4, Police Station Project, Tricon Construction Group, \$13,371.17
- Pay Application #2 and Project Acceptance, North Bend (Centro Way) Improvements Project, PCI Inc., \$7,965.98
- Change Order #6, Penn & Front Street Corridor Improvements, All American Concrete Inc., \$4,370.04
- Pay Application #7, Penn & Front Street Corridor Improvements, All American Concrete Inc., \$165,261.69

FY21 Budget Goal Setting

Tuesday's meeting will start at 6pm for the purpose of discussing the upcoming FY21 budget. The general intent of this session is to ensure staff has a general understanding of the City Council's expectations as the budget development process begins. Specifically, staff will review the FY20 CIP with Council and provide a status on the projects, look ahead at the FY21 CIP to determine if changes are needed, review social services spending and expectations, review and provide an update on the City Council's two year strategic goals and talk about projects or programs that have been discussed through the previous year but not funded. Included in the packet is a Power Point presentation that will be the focal point of Tuesday's conversation.

Easement Acquisition: St. Andrews Drive Project

The Watts Group, owners of The Preserve subdivision, has provided the City with the necessary easements and acquisitions for the upcoming St. Andrews Drive project. Generally, these easements and acquisitions would be acquired at the final plat of the subdivision, but because the road project will happen before all parts of The Preserve are final platted, the Watts Group has agreed to provide the necessary land earlier in the process. Staff recommends approval of the agreement.

Ryan C. Heiar, City Administrator

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

published November 22, 2019 • page 1

Annual Appropriations: FY20

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

Company	Amount	Length of Agreement	Year of Agreement	Agreement Terms
A&M Development	\$269,321			Dependent on type of development, not-to-exceed \$5 mil
Corridor Media Properties (CBJ)	\$32,092	10 years	3	100% of taxes rebated annually for 10-years
Spotix	\$76,525	7 years	3	100% of taxes rebated annually for 7-years, not-to-exceed \$400,000
Total	\$377,938			

options as it is structured as a rebate of taxes already paid by the business versus cash up front. The chart above provides a summary of annual appropriations, all of which are recommended for approval.

Annual Urban Renewal Draw: FY21

The Urban Renewal Draw, also known as the TIF Indebtedness Report, and not to be confused with annual appropriations referenced above, recognizes the amount of TIF revenue (\$5.6 million) that needs to be certified in FY21 in order to make debt and rebate payments. Staff recommends approval of the certification. A full report is included in the packet.

Developer's Agreement: Greenbelt Trail

The owners of the Greenbelt Trail subdivision are anxious to move forward with construction; however, before construction plans are approved by staff a developer's agreement is required. Included in the packet is a developer's agreement between the City and the Greenbelt Trail subdivision outlining the requirements for each party. These agreements are standard, with the exception of Section 3(D) Additional Requirements. In this section, special provisions related to this particular subdivision are identified including the development fees required to be paid. In this case, the developer will pay to the City approximately \$208k for water, sewer and road improvements already constructed in the area.

Assessment Resolution: Lawn Mowing & Water Valve Repair

The assessment resolution includes lawn mowing services at one property in the amount of \$50 and a water valve repair in the amount of \$1,810. Staff recommends approval of the resolution so that the fees can be collected for services already rendered.

Right-Of-Way Agreement: Uniti Fiber

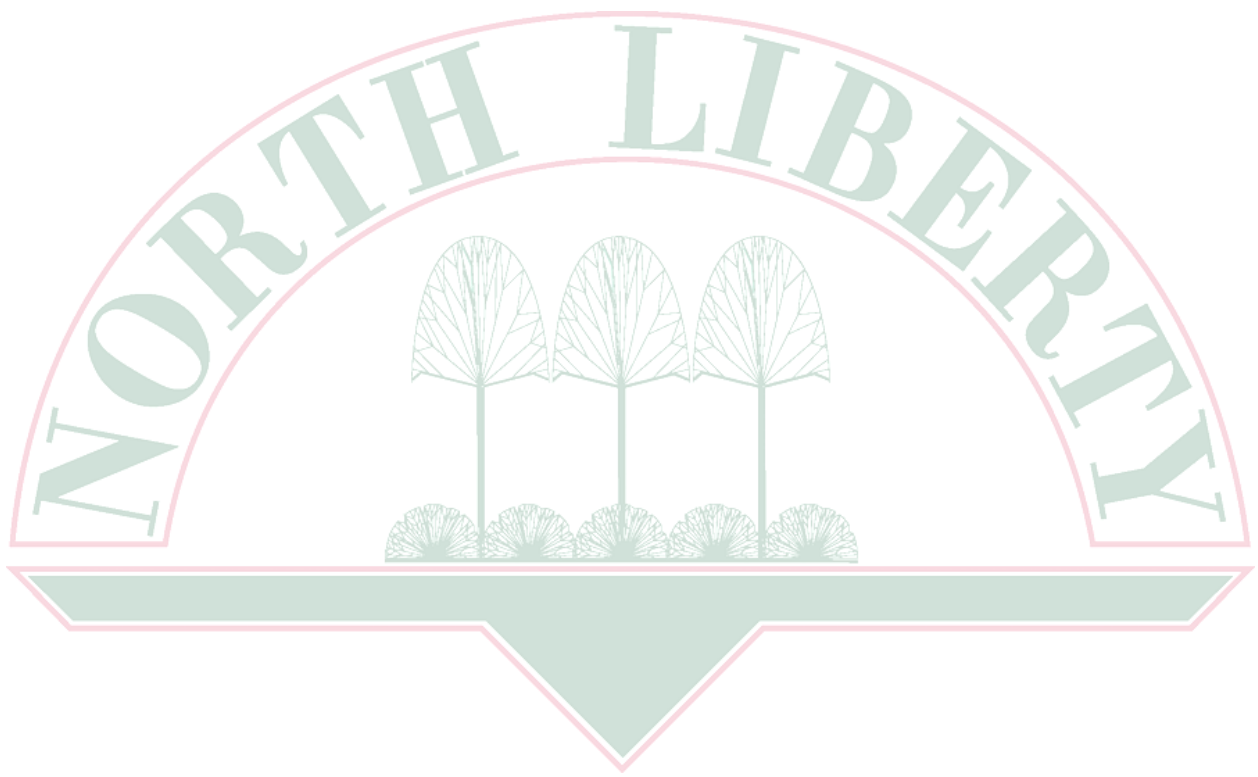
Uniti Fiber is a fiber optics company that constructs, operates and maintains fiber optic networks for companies such as Wind Stream. Uniti Fiber is requesting a right-of-way agreement for the specific purpose of operating, maintaining and using these networks. Included in your packet is a right-of-way agreement between the City and Uniti Fiber and staff recommends approval.

City Council Training: Municipal Securities Disclosure

Earlier this year staff recommended and Council approved policies related to municipal security disclosure. Included in the policy was language requiring the City Council to participate in training on an annual basis. Included in the packet is a two page document provided by the City's bond counsel, Dorsey Whitney, providing a summary of pertinent information as it relates to the City's responsibility for municipal security disclosure. Staff

will take five minutes at the meeting to review this document with Council and offer an opportunity for Council members to ask questions. This agenda item will satisfy the intent of the previously approved policy. While this training will be completed every other year, Council members should feel free to ask questions any time throughout the year about the City's disclosure status and requirements.

Agenda





Agenda

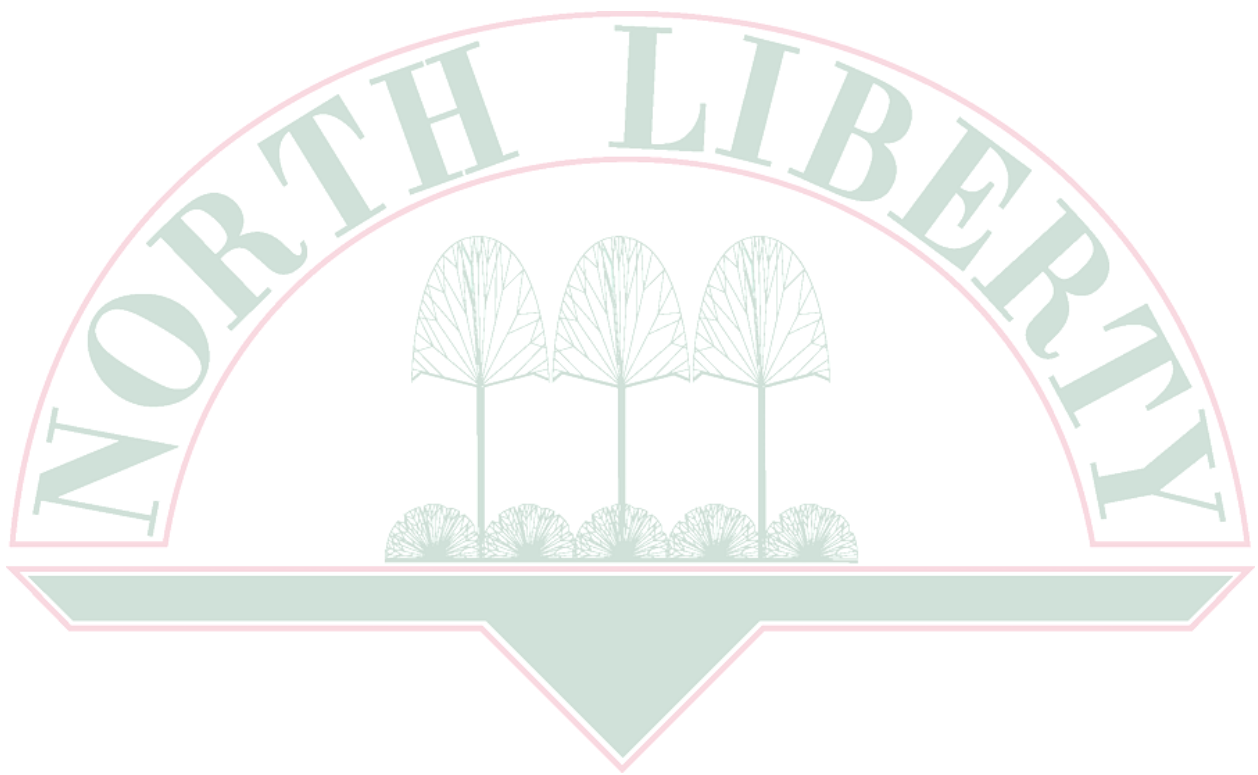
North Liberty City Council
November 26, 2019
Work & Regular Session
6:00 p.m.
City Council Chambers
1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, November 12, 2019
 - B. Claims
 - C. October Revenues
 - D. October Treasurer Report
 - E. Liquor License Renewal, The Depot
 - F. Police Department Project, Change Order Number 4, Tricon General Construction, Inc., \$13,371.17
 - G. Penn & Front Corridor Improvements, Pay Application Number 7, All American Concrete, Inc., \$165,261.69
 - H. Penn & Front Corridor Improvements, Change Order Number 6, All American Concrete, Inc., \$4,370.04
 - I. North Bend Drive Improvements, Final Pay Application Number 2, Peterson Contractors, Inc., \$7,965.98 and final completion
5. Public Comment
6. City Planner Report
7. City Engineer Report
8. City Attorney Report

9. Assistant City Administrator Report
10. City Administrator Report
11. Mayor Report
 - A. Small Business Saturday Proclamation
12. FY 2021 Budget Goal Setting
 - A. Discussion regarding goal setting for FY 2021 Budget
13. St. Andrews Drive Project
 - A. Resolution Number 2019-125, A Resolution approving the Public Easement Agreement between Watts Group Development, Inc. and the City of North Liberty
14. Annual Appropriations Resolutions
 - A. Resolution Number 2019-126, 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 2019-127, 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 2019-128. 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)
15. FY 21 Urban Renewal Draw
 - A. Discussion and possible action on the Annual Urban Renewal funds request for FY 21
16. Greenbelt Trail Developer's Agreement
 - A. Resolution Number 2019-129, A Resolution approving the Development Agreement between the City of North Liberty and Greenbelt Trail, L.L.C. that establishes the terms and conditions under which Greenbelt Trail Subdivision, Part One will be developed in the City of North Liberty, Iowa
17. Assessment Resolution
 - A. Resolution Number 2019-130, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes
18. Uniti Fiber – Authority to Operate in ROW
 - A. Resolution Number 2019-131, A Resolution approving the Agreement between Uniti Fiber, LLC and the City of North Liberty

19. Securities Law Training
 - A. Discussion regarding securities law
20. Old Business
21. New Business
22. Adjournment

Consent Agenda





Minutes (Not official until approved by the City Council)

North Liberty City Council
November 12, 2019
Regular Session
City Council Chambers
1 Quail Creek Circle

Swearing in of newly elected Councilor, Brian Wayson

Brian Wayson was sworn in as the newly elected City Councilor.

Call to order

Mayor Donahue called the November 12, 2019 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman (by phone), Annie Pollock (by phone), Brian Wayson; absent: Sarah Madsen.

Others present: Ryan Heiar, Grant Lientz, Tracey Mulcahey, Dean Wheatley, Joel Miller, Brent Smith, Arianna Aron, T'Shailyn Harrington, Anne Langebartels, Gary Junge, Bill Bryce and other interested parties.

Approval of the Agenda

Pollock moved, Harrington seconded to approve the agenda with the Disclosure Law Training being removed and reports moved to the end of the agenda. The vote was all ayes. Agenda approved.

Consent Agenda

Wayson moved, Harrington seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on October 22, 2019; the attached list of Claims; Police Department Construction, Pay Application Number 4, Tricon General Construction, \$572,622.81; Well Number 5 Recasing, Pay Application Number 2, Northway Well & Pump Company, \$179,074.05; and Well Number 5 Recasing, Change Order Number 2, Northway Well & Pump Company, \$41,060.00. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

Mayor Report

Mayor Donahue proclaimed National Hunger and Homelessness Awareness Week and Food Rescue Awareness Week Proclamation. Arianna Aron, United Action for Youth and part of Local Homeless Coordinating board spoke regarding the proclamation. T'Shailyn Harrington from Shelter House spoke regarding upcoming events for the Homelessness Awareness Week. Anne Langebartels, Table to Table spoke regarding the proclamation for Food Rescue Awareness week.

Junge Ford Site Plan

Wheatley reported that staff and Commission recommended approval of the application with no conditions.

Gary Junge was present on behalf of the applicant and offered to answer questions.

Harrington moved, Pollock seconded to approve Resolution Number 2019-117, A Resolution approving the Development Site Plan for the East Lot – Lot 26, Liberty’s Gate Part Two, North Liberty, Iowa. The vote was: ayes – Hoffman, Wayson, Pollock, Harrington; nays – none. Motion carried.

B.T. Gin Eatery Site Plan

Wheatley reported that staff and Commission recommended approval of the application with no conditions.

Bill Bryce, co-owner, was present on behalf of the applicant presented additional information on the application and offered to answer questions. Council discussed the application with the owner.

Harrington moved, Wayson seconded to approve Resolution Number 2019-118, A Resolution approving the Development Site Plan for the B. T. Gin Eatery, North Liberty, Iowa. The vote was: ayes – Harrington, Pollock, Wayson, Hoffman; nays – none. Motion carried.

Cybersecurity Risk Assessment

Heiar presented information on the Risk Assessment. Harrington moved, Wayson seconded to approve Resolution Number 2019-119, A Resolution approving the Master Services Agreement and Statement of Work between Procircular and the City of North Liberty. The vote was: ayes – Pollock, Harrington, Hoffman, Wayson; nays – none. Motion carried.

FY 19 Annual Urban Renewal Report

Mulcahey summarized the FY 19 Urban Renewal Report. Harrington moved, Wayson seconded to approve the report. The vote was all ayes. Report approved.

FY 19 Annual Financial Report

Mulcahey summarized the Annual Financial Report. She requested the approval include the amendment to remove reference to short term debt. Pollock moved, Harrington seconded to approve Resolution Number 2019-120, A Resolution approving the Annual Financial Report for the Fiscal Year ending June 30, 2019 for the City of North Liberty, Iowa. The vote was: ayes – Harrington, Wayson, Hoffman, Pollock; nays – none. Motion carried.

Southwest Growth Area Utility Improvement Project

At 6:55 p.m., Mayor Donahue opened the public hearing regarding the project and proposed acquisition for the project. No oral or written comments were received. The public hearing was closed at 6:56 p.m.

Wayson moved, Harrington seconded to approve Resolution Number 2019-121, A Resolution issuing approval to proceed with a public improvement, the Southwest Growth Area Utility Improvement Project. The vote was: ayes – Pollock, Wayson, Hoffman, Harrington; nays – none. Motion carried.

Council discussed the action with Lientz. Harrington moved, Wayson seconded to approve Resolution Number 2019-122, A Resolution establishing fair market value and just compensation for the acquisition of certain properties for the Southwest Growth Area Utility Improvement Project. The vote was: ayes – Hoffman, Harrington, Wayson, Pollock; nays – none. Motion carried.

St. Andrews Drive Project

Heiar presented information on the St. Andrews Drive Project. Harrington moved, Wayson seconded to approve Resolution Number 2019-123, A Resolution approving the Acquisition of Right-of-Way and Utility Easements from Robert James Ten Eick for the St. Andrews Drive Project. The vote was: ayes – Wayson, Hoffman, Pollock, Harrington; nays – none. Motion carried.

Assessment Resolution

Harrington moved, Wayson seconded to approve Resolution Number 2019-124, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes. The vote was: ayes – Pollock, Wayson, Harrington, Hoffman; nays – none. Motion carried.

City Planner Report

City Planner Dean Wheatley reported that there was a map of city undertaken public improvement projects in the past nine years in the Council packet.

City Attorney Report

City Attorney Grant Lientz had no report.

Assistant City Administrator Report

Assistant City Administrator Tracey Mulcahey had no report.

City Administrator Report

City Administrator Ryan Heiar reported that the North Liberty Transportation Assistance Program is kicking off. Applications will be accepted in various locations throughout the community. The November 26 City Council meeting will include the budget goal setting session. Heiar is recommending a 6 p.m. start time to allow for extra time for the budget work. Heiar reported that the Dectron unit at the indoor pool is limping along and will need to be replaced. Staff is working with Shive-Hattery to evaluate options. Dean Wheatley is retiring at the end of January. Advertisement is complete. Four candidates will be interviewed next week.

Mayor Report

Mayor Donahue reported that the MPOJC meeting is tomorrow evening. He provided Council the Mobile Home report today.

Old/New Business

Councilor Hoffman thanked all for accommodating the phone call tonight.

Adjournment

At 7:08 p.m., Mayor Donahue adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Terry Donahue, Mayor

Attest:

Tracey Mulcahey, City Clerk

OCTOBER 31ST, 2019

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	3,270,517.29	4,912,859.05
011-FIRE EQUIPMENT CAPITA	632.08	535,454.08
012-LIBRARY CAPITAL FUND	5,796.50	7,052.65
013-RECREATION CAPITAL FU	0.00	350,000.00
014-POLICE CAPITAL FUND	850.00	4,430.00
015-TRANSPORTATION IMPACT	0.00	258,844.99
016-STORMWATER CAPITAL	0.00	0.00
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	0.00	867,457.76
019-YOUTH SPORTS SCHOLARS	1,244.95	4,849.77
020-EQUIPMENT REVOLVING	0.00	2,500.00
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	26.08	396.81
025-POLICE SEIZED FUNDS	0.00	10,000.00
026-HOTEL/MOTEL TAX	0.00	20,564.25
060-ROAD USE TAX FUND	227,455.39	943,695.50
061-STREET CAPITAL PROJEC	0.00	2,044,892.82
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	1,138,349.41	1,657,773.39
110-DEBT SERVICE FUND	486,972.89	3,905,235.11
210-TRUST AND AGENCY	620,964.18	733,701.33
280-CUSTOMER DEPOSITS	11,610.00	73,670.00
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	387.58	1,570.13
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	2,249,382.11
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	250,000.00
322-LIBRARY BUILDING FUND	0.53	2.13
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	160,000.00
510-WATER FUND	332,904.92	1,443,977.53
511-WATER CAPITAL RESERVE	13,750.00	55,000.00
512-WATER SINKING FUND	118,968.75	475,875.00
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	0.00
520-SEWER FUND	401,949.19	1,683,694.08
521-SEWER CAPITAL RESERVE	44,199.00	176,796.00
522-SEWER SINKING FUND	183,124.08	732,496.32
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	0.00	0.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	19,526.87	73,678.88
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	6,879,229.69	23,635,849.69

CITY OF NORTH LIBERTY

TREASURER'S REPORT

October 31, 2019

FUNDS	BALANCE FORWARD 10/01/2019	REVENUE	EXPENSE	BALANCE ENDING 10/31/2019
GENERAL	8,570,152.18	3,283,509.46	1,075,454.74	10,778,206.90
SPECIAL REVENUE	4,389,658.58	1,986,768.98	92,439.12	6,283,988.44
DEBT SERVICE	546,439.62	486,972.89	0.00	1,033,412.51
CAPITAL PROJECTS	-8,259,435.33	388.11	716,312.78	-8,975,360.00
WATER ENTERPRISE	4,330,255.79	510,905.37	367,597.46	4,473,563.70
WASTEWATER ENTERPRISE	5,891,308.07	650,497.64	368,076.41	6,173,729.30
STORM WATER ENTERPRISE	179,572.35	19,482.91	8,770.92	190,284.34
TOTAL	15,647,951.26	6,938,525.36	2,628,651.43	19,957,825.19

Applicant License Application (LE0002978)

Name of Applicant:	<u>The Depot North Liberty LLC</u>		
Name of Business (DBA):	<u>The Depot North Liberty LLC</u>		
Address of Premises:	<u>1290 S Dubuque St</u>		
City	<u>North Liberty</u>	County:	<u>Johnson</u> Zip: <u>52317</u>
Business	<u>(319) 545-9514</u>		
Mailing	<u>221 W Marengo Rd</u>		
City	<u>Tiffin</u>	State	<u>IA</u> Zip: <u>52340</u>

Contact Person

Name	<u>David Scheetz</u>		
Phone:	<u>(319) 545-9514</u>	Email	<u>info@thedepotexpress.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 12/01/2019

Expiration Date: 11/30/2020

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

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

Ownership

Thomas Scheetz

First Name: Thomas **Last Name:** Scheetz
City: Oxford **State:** Iowa **Zip:** 52322
Position: President
% of Ownership: 35.00% **U.S. Citizen:** Yes

Lynette Scheetz

First Name: Lynette **Last Name:** Scheetz
City: Oxford **State:** Iowa **Zip:** 52322
Position: Vice President
% of Ownership: 35.00% **U.S. Citizen:** Yes

Matthew Scheetz

First Name: Matthew **Last Name:** Scheetz

City: Oxford **State:** Iowa **Zip:** 52322
Position: COO
% of Ownership: 15.00% **U.S. Citizen:** **Yes**
David Scheetz
First Name: David **Last Name:** Scheetz
City: Oxford **State:** Iowa **Zip:** 52322
Position: CFO
% of Ownership: 15.00% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>12/01/2019</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

**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.

Legal Name of Applicant: The Depot Express
Name of Business (DBA): _____
Address of Business: 1290 S. Dubuque Street North Liberty IA 52317
Business Phone & Email: 319-545-9515 info@thedepotexpress.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:

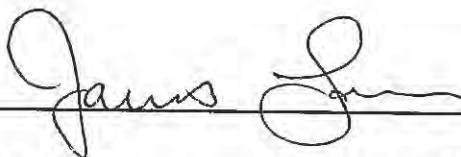
The above referenced property currently complies with International Fire Code.

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official

 10/15/19

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**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.

Legal Name of Applicant: The Depot Express

Name of Business (DBA): _____

Address of Business: 1290 S. Dubuque Street North Liberty IA 52317

Business Phone & Email: 319-545-9515 info@thedepotexpress.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

Dean Wheatley

Digitally signed by Dean Wheatley
DN: cn=Dean Wheatley, o=City of North Liberty,
ou=Planning Dept, email=dwheatley@northlibertyiowa.org,
c=US
Date: 2019.10.09 12:05:11 -05'00'

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

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**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.

Legal Name of Applicant: The Depot Express
Name of Business (DBA): _____
Address of Business: 1290 S. Dubuque Street North Liberty IA 52317
Business Phone & Email: 319-545-9515 info@thedepotexpress.com

City of North Liberty:

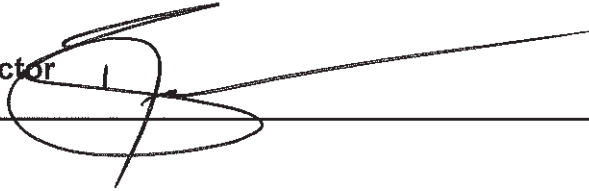
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

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

Fire Inspector



10/30/19

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: _____



North Liberty Police Department

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

October 11, 2019

Liquor License Check

Business: The Depot Express
1290 S. Dubuque Street
North Liberty, IA 52317

Owners:

1. Thomas Scheetz (DOB: 1952)
2. Lynette Scheetz (DOB: 1954)
3. Matthew Scheetz (DOB: 1979)
4. David Scheetz (DOB: 1981)

The North Liberty Police department does not have any documented contacts for the above owners or business related to their liquor license.

I recommend the license be granted.

Sergeant Mitch Seymour



North Liberty Fire Department

Occupancy: **The Depot Express**

Occupancy ID: **995224**

Address: **1290 S Dubuque ST
North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **10/30/2019**

By: **Hardin, Bryan E (01-1022)**

Time In: **14:07**

Time Out: **14:25**

Authorized Date: **Not Author**

By:



Form: General Fire
Inspection Checklist 1.3

Next Inspection Date: **11/29/2019 Reinspection**

Inspection Description:

ORDER TO COMPLY:

You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.

This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.

If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

Inspection Topics:

Fire Extinguishers

Fire Extinguisher Unobstructed & Unobscured

906.6 Unobstructed and unobscured. Portable fire extinguishers shall not be obstructed or obscured from view. In rooms or areas in which visual obstruction cannot be completely avoided, means shall be provided to indicate the locations of extinguishers.

Status: FAIL

Notes: By rear kitchen door; remove storage in front of fire extinguisher.



Electrical Rooms / Electrical Wiring

Electrical Equipment - 3 Feet Clearance in Front of Panel

605.3 Working space and clearance. A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches, the working space shall be not less than the width of the equipment. Storage of materials shall not be located within the designated working space.

Status: FAIL

Notes: Remove storage in front of electrical panel.



Kitchen Hood System

Cooking Equipment with Casters in Approved Floor Mounted Restraining Device

Section 609.4 Movement of new and existing cooking appliances with caster(s) under a Type I hood shall be limited by an approved floor mounted restraining device and flexible gas connector installed in accordance with the connector and appliance manufacturer's instructions.

Status: FAIL

Notes: Both back wheels need to be seated in floor mounted restraining device.



Combustible, General & Outside Storage

Oily Rags Stored in Approved Containers

304.3.1 Spontaneous ignition. Materials susceptible to spontaneous ignition, such as oily rags, shall be stored in a listed disposal container. Contents of such containers shall be removed and disposed of daily.

Status: FAIL

Notes: Ensure lid is kept on greasy rag disposal can.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes
Inspection Time: 18 minutes
Total Time: 18 minutes

Summary:

Overall Result: Correction Notice Issued
Inspector Notes:

Closing Notes:

Above is the results of your Fire Inspection conducted by the North Liberty Fire Department Department. If you have any questions, please feel free to contact Fire Marshal Bryan Hardin at (319) 626-5709. If you had any violations, please reply back when all corrections are made so we may close out your inspection. Thank you for your time and attention.

Inspector:

Name: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): None on file
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:

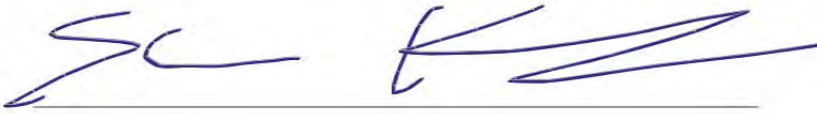
Signed on: 10/30/2019 14:26

Signature

Date

Representative Signature:

Signature of: Shaun Kettering on 10/30/2019 14:26

A handwritten signature in blue ink, appearing to be 'SK', written over a horizontal line.

Signature

Date



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> North Liberty Police Facility North Liberty, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: January 8, 2019	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: November 14, 2019
OWNER: <i>(Name and address)</i> City of North Liberty Iowa 3 Quail Creek Circle North Liberty, IA 52317	ARCHITECT: <i>(Name and address)</i> Police Facility Design Group 500 Grand Boulevard Suite 201A Kansas City Missouri 64106	CONTRACTOR: <i>(Name and address)</i> Tricon General Construction, Inc. 746 58th Avenue Ct. SW Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Changes per the following Change Order Requests from Tricon Construction Group. Refer to attached Exhibits for additional information.

- COR-001-R001 - Cast stone caps at exterior piers - \$3,789.05
- COR-003-R001 - Owner Requested Concrete cap on existing well - \$9,054.92
- COR-005 - Add Power to automatic operators per response to RFI 013 - \$1,095.82
- COR-006 - RFI 018 Credit to provide smaller sand-oil separator - (\$1,394.00)
- COR-007 - Owner Requested convert Fire Alarm Panel to IP Dialer - \$825.38


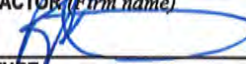
Total for these COR's is \$13,371.17

The original Contract Sum was	\$ 5,567,000.00
The net change by previously authorized Change Orders	\$ -694,281.01
The Contract Sum prior to this Change Order was	\$ 4,872,718.99
The Contract Sum will be increased by this Change Order in the amount of	\$ 13,371.17
The new Contract Sum including this Change Order will be	\$ 4,886,090.16

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be March 18, 2020

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

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

<u>Police Facility Design Group</u> ARCHITECT <i>(Firm name)</i>	<u>Tricon General Construction, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>City of North Liberty Iowa</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>Amanda Prince, Project Manager</u> PRINTED NAME AND TITLE	<u>Ron Richard, Principal</u> PRINTED NAME AND TITLE	<u>Ryan Heiar, City Administrator</u> PRINTED NAME AND TITLE
<u>11/14/19</u> DATE	<u>11.14.19</u> DATE	 DATE

PAYMENT APPLICATION

TO: City of North Liberty, Iowa 3 Quail Creek Circle North Liberty, Iowa 52317 Attn:	PROJECT: NL Penn & Front Corridor Imprv NAME AND LOCATION: North Liberty Penn & Front Corridor Improveme North Liberty, Iowa 52317 ARCHITECT: Shive Hattery 2839 Northgate Drive Iowa City, Iowa 52245	APPLICATION # 7 PERIOD THRU: 11/15/2019 PROJECT #s: DATE OF CONTRACT: 02/14/2019	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM: All American Concrete, Inc. 1489 Highway 6 West Liberty, IA. 52776			
FOR: NL Penn & Front Corridor Improvements			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$2,792,945.90
2. SUM OF ALL CHANGE ORDERS	\$26,557.78
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$2,819,503.68
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$2,745,057.96
5. RETAINAGE:	
a. of Completed Work (Columns D + E on Continuation Page)	_____
b. of Material Stored (Column F on Continuation Page)	_____
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$31,760.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$2,713,297.96
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$2,548,036.27
8. PAYMENT DUE	\$165,261.69
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$106,205.72

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$18,788.51	(\$920.00)
Total approved this month	\$8,689.27	\$0.00
TOTALS	\$27,477.78	(\$920.00)
NET CHANGES	\$26,557.78	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: All American Concrete, Inc.

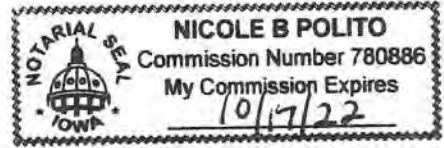
By: Jodi Simon Date: 11-20-19
 Jodi Simon

State of: Iowa
 County of: Muscatine

Subscribed and sworn to before me this 20th day of November 2019

Notary Public: Nicole Polito

My Commission Expires: 10/17/22



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$165,261.69

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: _____

By: Jamil Bilal Kaysa Date: 11/20/19

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CHANGE ORDER
For Local Public Agency Projects

No.: 6

Non-Substantial:

N/A

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): N/A

Project Number: 1181770

Contract Work Type: NL Penn and Front Improvements

Local Public Agency: City of North Liberty

Contractor: All American Concrete, Inc.

Date Prepared: November 20, 2019

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

A - Description of change to be made:

8013 - ADD an item for "Tree, 2.0 Inch Cal., Furnish and Installed (With Warranty)"

8014 - ADD an item for "Additional Type 1 Paver Install (Rock Base)"

8015 - ADD an item for "Front Street - Extend Shoulder Grading"

8016 - ADD an item for "Extra Curb - Stewart and Penn SE"

8017 - ADD an item for "Camera Conduit"

B - Reason for change:

8013 - A new tree was planted to replace an existing tree that was removed to accommodate the construction (ITC #13).

8014 - A turf area near a driveway (south roundabout) was converted to pavers to accommodate driveway vehicles (ITC #14).

8015 - A portion of the east shoulder on Front Street (north of north roundabout) was in poor condition and was requested to be regraded to match the new shoulder of the current work.

8016 - An extension of the curb was requested on Stewart Street to better accommodate snow plows and protect the adjacent sodded parkway between street and sidewalk.

8017 - An additional conduit connection between handholes was requested to provide a pathway for wiring to connect the new city camera installation to the new fiber optic line.

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

8013 - Agreed Unit Price

8014 - Agreed Lump Sum Price

8015 - Agreed Lump Sum Price

8016 - Agreed Lump Sum Price

8017 - Agreed Lump Sum Price

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

8013 - An agreed upon unit price for the work was established. Cost considered reasonable based on materials, labor and equipment needed to perform the work. Refer to Change Order Request #15. Cost includes 5% prime contractor markup per Article 11.04 (General Conditions).

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

Change Order No.: _____

8014 - An agreed upon lump sum price for the work was established. Cost considered reasonable based on current unit costs for similar work, and mobilization costs. Refer to Change Order Request #16. Cost includes 5% prime contractor markup per Article 11.04 (General Conditions).

8015 - An agreed upon lump sum price for the work was established. Cost considered reasonable based on observation of time and materials. Refer to Change Order Request #17. Cost includes 5% prime contractor markup per Article 11.04 (General Conditions).

8016 - An agreed upon lump sum price for the work was established. Cost considered reasonable based on materials, labor and equipment needed to perform the work.

8017 - An agreed upon lump sum price for the work was established. Cost considered reasonable based on materials, labor and equipment needed to perform the work. Refer to Change Order Request #20. Cost includes 5% prime contractor markup per Article 11.04 (General Conditions).

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

Justification for selection:

No days requested for #8013 thru #8015 (COR #15 thru #17). Item #8016 was completed prior to the final completion date. Item #8017 was completed prior to the final completion date.

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

Change Order No.: 6

F - Items included in contract:

Participating				For deductions enter as "-x.xx"			
Federal-aid	State-aid	Line Number	Item Description		Unit Price .xx	Quantity .xxx	Amount .xx
					Add Row	Delete Row	TOTAL

G - Items not included in contract:

Participating				For deductions enter as "-x.xx"			
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		CO-6	8013	Tree, 2.0 Inch Cal., Furnish and Installed (With Warranty) (EA)	\$546.00	1.000	\$546.00
		CO-6	8014	Additional Type 1 Paver Install (Rock Base) (LS)	\$876.40	1.000	\$876.40
		CO-6	8015	Front Street - Extend Shoulder Grading (LS)	\$1,354.50	1.000	\$1,354.50
		CO-6	8016	Extra Curb - Stewart and Penn SE (LS)	\$750.00	1.000	\$750.00
		CO-6	8017	Camera Conduit (LS)	\$843.14	1.000	\$843.14
					Add Row	Delete Row	TOTAL
							\$4,370.04

H. Signatures

Agreed: All American Concrete Inc. 11-20-19
Contractor Date

Recommended: Josiah Bilkemper 11/20/19
Project Engineer Date

Approved: _____
Person in Responsible Charge Date Other (optional) Title Date

MEMORANDUM

TO: Ryan Heiar, City Administrator
FROM: Mike Janecek, Shive-Hattery
DATE: November 19, 2019
RE: NL North Bend Drive Improvements
Final Completion

Attached please find:

Payment Application No. 2 (Final)

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

Please contact our office with any questions.

Sincerely,

SHIVE-HATTERY, INC.



Michael J. Janecek, PE

MJJ/bad

Enc.

Copy: Tracey Mulcahey, Assistant City Administrator
Michael Pentecost, Streets Superintendent
Cory Dungey, PCI
Kevin Buell, S-H
Kevin Trom, S-H



PETERSON CONTRACTORS, INC.

104 Blackhawk Street

P.O. Box A

Reinbeck, Iowa 50669

Phone: 319-345-2713

www.petersoncontractors.com

Fax: 319-788-4799

NORTH LIBERTY CITY OF
3 QUAIL CREEK CIRCLE
NORTH LIBERTY IA 52317

11/11/2019
Invoice # 18105-2

PROJECT INVOICE

Project: NORTHBEND DRIVE IMPROVEMENTS INT OF NORTH BEND DR & DUBUQUE ST NORTH LIBERTY IA
PROJECT # 1184130 JOHNSON COUNTY
Please provide payment to us for work completed through 10-31-19 as follows:

ITEM #	DESCRIPTION	TYPE	PRICE	CONTRACT QUANTITY	CONTRACT AMOUNT	PRODUCTION QUANTITY	AMOUNT EARNED	% COMPL
1	EXCAVATION CLASS 10	CY	\$10.50	472	\$4,956.00	475	\$4,987.50	101%
2	TOPSOIL STRIP & RESPRAD	CY	\$5.75	145	\$833.75	145	\$833.75	100%
3	MODIFIED SUBBASE	CY	\$37.50	267	\$10,012.50	267	\$10,012.50	100%
4	9" PCC PAVING	SY	\$71.00	715	\$50,765.00	715	\$50,765.00	100%
5	GEOGRID	SY	\$2.50	350	\$875.00	350	\$875.00	100%
6	INTAKE SW509	EA	\$4,100.00	2	\$8,200.00	2	\$8,200.00	100%
7	SUBDRAIN LONGITUDINAL 4"	LF	\$13.75	296	\$4,070.00	296	\$4,070.00	100%
8	SUBDRAIN OUTLET DR 303	EA	\$285.00	2	\$570.00	2	\$570.00	100%
9	SUBDRAIN RISER	EA	\$400.00	2	\$800.00	2	\$800.00	100%
10	18X29 LCP APRON	EA	\$2,400.00	1	\$2,400.00	1	\$2,400.00	100%
11	12X29 LCP	LF	\$195.00	61	\$11,895.00	61	\$11,895.00	100%
12	DRIVEWAY PCC 6"	SY	\$75.00	26	\$1,950.00	40.4	\$3,030.00	155%
13	REMOVAL OF PAVEMENT	SY	\$9.85	354	\$3,486.90	439.27	\$4,326.81	104%
14	REMOVE STORM < 36" DIA	LF	\$18.25	67	\$1,222.75	67	\$1,222.75	100%
15	REMOVAL INTAKES	EA	\$500.00	3	\$1,500.00	3	\$1,500.00	100%
16	REMOVAL TYPE A SIGN	EA	\$200.00	1	\$200.00	1	\$200.00	100%
17	PERF SQUARE STEEL TUBE POSTS	LF	\$20.00	27	\$540.00	27	\$540.00	100%
18	POST ANCHOR BREAK AWAY SOIL	EA	\$175.00	2	\$350.00	2	\$350.00	100%
19	TYPE A SIGNS SHEET ALUM	SF	\$25.00	21.8	\$545.00	21.8	\$545.00	100%
20	PAINTED PAVEMENT MARKINGS	STA	\$215.00	10	\$2,150.00	10	\$2,150.00	100%
21	PAINTED SYMBOLS	EA	\$275.00	6	\$1,650.00	6	\$1,650.00	100%
22	TRAFFIC CONTROL	LS	\$8,400.00	1.00	\$8,400.00	1.00	\$8,400.00	100%
23	MOB	LS	\$23,000.00	1.00	\$23,000.00	1.00	\$23,000.00	100%
24	BIODEGRADABLE BLANKET	SQ	\$20.00	45	\$900.00	0	\$0.00	0%
25	STABILIZE CROP	AC	\$8,000.00	0.2	\$1,600.00	0.26	\$2,080.00	130%
26	SEED FERT MULCH TYPE 4	AC	\$2,400.00	0.2	\$480.00	0.26	\$624.00	0%
27	8" DIA COMPOST FILTER TUBE	LF	\$2.75	285	\$783.75	383	\$1,053.25	134%
28	REMOVAL COMPOST TUBE	LF	\$1.00	285	\$285.00	383	\$383.00	134%
29	INLET PROTECTION	EA	\$150.00	1	\$150.00	0	\$0.00	0%
30	EROSION CONTROL MOB	EA	\$500.00	2	\$1,000.00	2	\$1,000.00	100%
Amount Earned on Original Contract					\$145,570.65		\$147,463.56	100%

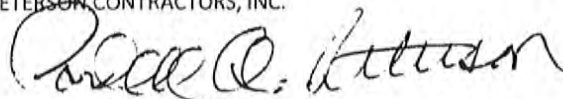
Less: Previous Payments:
AMOUNT DUE THIS INVOICE:

\$139,497.58

\$7,965.98

Thank you for your consideration.

PETERSON CONTRACTORS, INC.



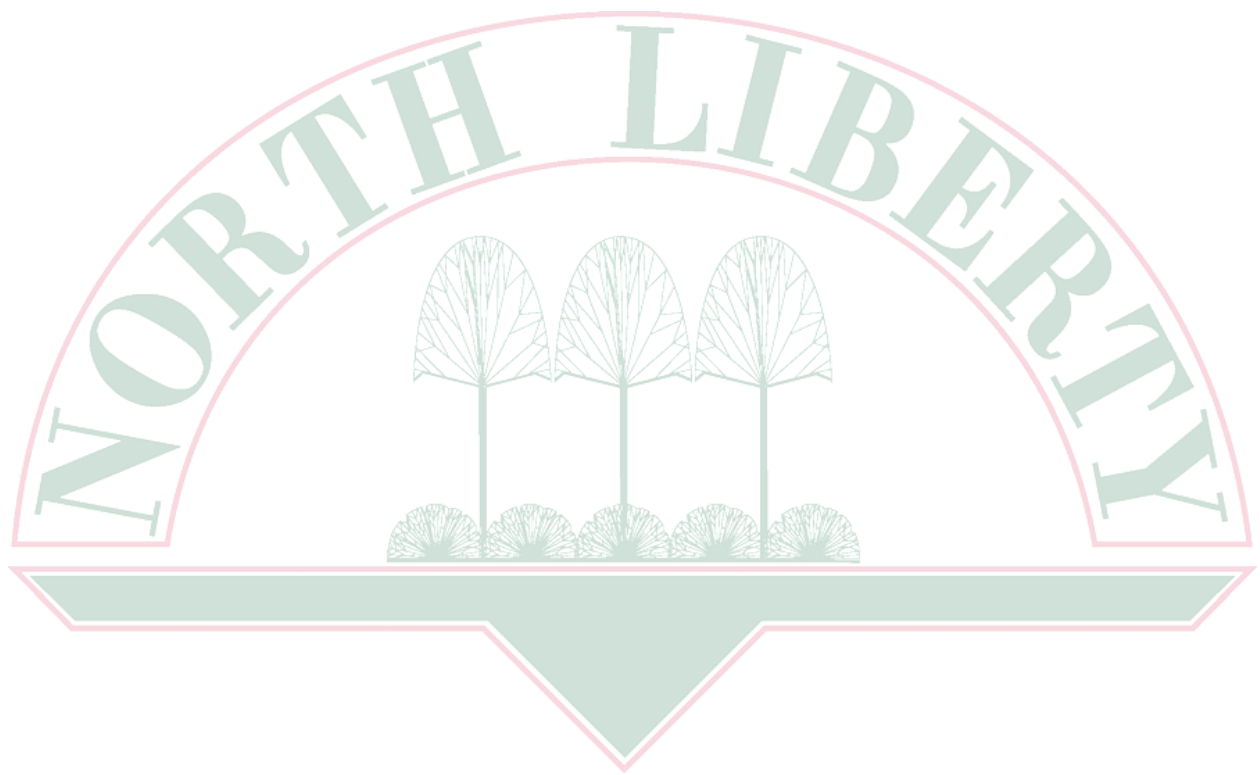
Cordell Q. Peterson
President

Approved by:


Shive Hattery (Michael Janecek)

City of North Liberty (Ryan Heiar, City Administrator)

Mayor Report





PROCLAMATION

Small Business Saturday

Whereas, the government of North Liberty, Iowa, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, they represent 99.7 percent of all firms with paid employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

Whereas, small businesses employ 47.3 percent of the employees in the private sector in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

Whereas, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

Whereas, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

Whereas, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

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

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

Now, therefore, I, Terry L. Donahue, Mayor of North Liberty do hereby proclaim, November 30, 2019, as:

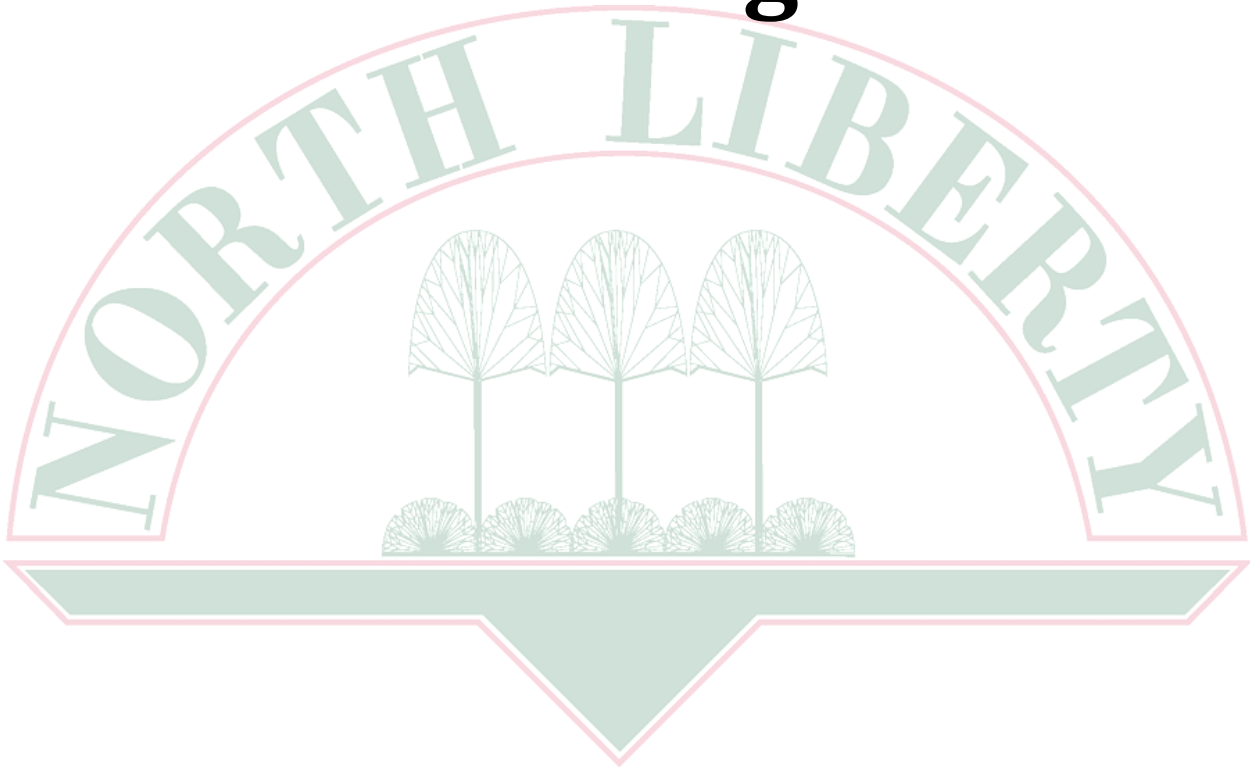
SMALL BUSINESS SATURDAY

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

Signed in North Liberty, Iowa, this 26th day of November, 2019.

Terry L. Donahue, Mayor

FY 2021 Budget Goal Setting



FY 21 TENTATIVE BUDGET CALENDAR

September 13- November 15	Department Heads create budgets including Capital Projects
November 15	Proposals submitted to Tracey and Ryan
November 26	City Council Work Session – FY 21 Budget Goals
November 20- December 13	Dept. Head meetings with City Administrator
January 21	Budget work session with City Council
January 28	Possible second Budget work session with City Council
February 11	Final budget report to Council
February 13	Publication of Maximum Property Tax Hearing
February 25	Maximum Property Tax Public Hearing
February 27	Publication of proposed budget
March 10	Adoption Public Hearing on proposed budget and Adoption
March 31	Final Budget DUE



Iowa League of Cities

Special Report

Budget Special Report for Fiscal Years (FY) 2020-21

All city budgets must be completed using the new online system provided by the Iowa Department of Management (IDOM) and submitted electronically as prescribed by IDOM. The budget form must also be filed with the county auditor. Forms can be found at dom.iowa.gov/cities.

A critical aspect of municipal governance is effective management of the city budget. Information in this report details revenues and expenditures to help prepare your city budget and serves as a starting point for the budget process. It is also important to note that several topics covered in this report are not only important to the city budget process, but could also be issues during the 2020 Iowa Legislative Session.

Many of the figures included in this report are projections only and may be subject to change based on actions by the Legislature and the Governor. If the League becomes aware of changes to the numbers in this report, the information will be posted at www.iowaleague.org.

Table of Contents

Revenues	2
• City revenues continue to be affected by changes to the property tax system, including the continued rollback of taxable values in the Multi-Residential property class.	
Expenditures	7
• The FY 2021 IPERS contribution rates for regular members will remain the same. The employee rate will be 6.29% and the employer rate will be 9.44%. The contribution rate for protection class members will slightly decline with a 6.61% employee rate and a 9.91% employer rate.	
• The cost of many raw materials, goods and services increased over the last year as the Consumer Price Index for All Urban Consumers (CPI-U) rose 1.72% from September 2018 to September 2019.	
Legislation	11
• A review of legislation passed in 2019 that may affect city budgets.	
Other Budget Issues	13
• A significant change was made to the city budget adoption process that requires cities to hold an additional public hearing and pass a resolution.	
• The bid and quote thresholds for public improvement projects will have a small increase beginning January 1, 2020.	
Budget Calendar	17
Web Resources	19

Revenues

Assessment Limitation Order – Rollback and Major Changes to Iowa’s Property Tax System

The January 1, 2019 property valuation serves as the basis for calculating property taxes in fiscal year (FY) 2021.

Since 1978, residential and agricultural property has been subject to an assessment limitation order, or “rollback”, that limits annual growth of property values (all other classes of property were eventually added). Prior to the 2013 overhaul of the property tax system, property value growth was limited to 4% per year for agricultural, commercial, industrial and residential properties. If property values grew by more than 4%, the taxable value was rolled back to comply with the assessment limitation system.

In addition, the rollback included a formula that tied the growth of residential property to that of agricultural property. This connection is commonly referred to as “coupling” and limited the valuation of either property class to the smaller of the two. Since the law’s inception, residential property has always been subject to significant rollbacks while the other property classes did not grow as much and were often taxed at or near their full assessed value.

While the property tax rollback system remains in place, several major changes were made during the 2013 legislative session. For each assessment year beginning in 2013, residential and agricultural property value growth is now capped at 3%, or whichever is lowest between the two classes (the coupling provision remains).

Commercial, industrial and railway property now have their own rollback, which began at 95% for valuations established during the 2013 assessment year (affecting FY 2015) and 90% for the 2014 assessment year and thereafter. The rollback percentage for these properties will remain fixed at 90% regardless of how fast or slow valuations grow.

The legislature created a standing appropriation, beginning in FY 2015, to reimburse local governments for the property tax reductions resulting from the new rollback for commercial and industrial property (railroad not included). The “backfill” was funded at 100% by the legislature for fiscal years 2015-2020 and cities receive the funds in a similar manner as property tax revenue. Future backfill appropriations are capped at the FY 2017 level. These funds should be recorded as inter-governmental revenue from the state. For those using the standard Chart of Accounts the account number is 4464: Commercial/Industrial Replacement Claim Payments.

A new property class was established for multi-residential property, which first took effect in FY 2017 and will have long-term impacts for many cities around the state. The definition of multi-residential property is broad and includes:

- Mobile home parks
- Manufactured home communities
- Land-leased communities
- Assisted living facilities
- Property primarily used or intended for human habitation containing three or more separate living quarters
- For buildings that are not otherwise classified as residential property, that portion of a building that is used or intended for human habitation can be classified as a multi-residential property, even if human habitation is not the primary use of the building and regardless of the number of dwelling units located in the building

Multi-Residential Property Rollback Schedule	
Fiscal Year	Rollback Percentage
2017	86.25%
2018	82.50%
2019	78.75%
2020	75%
2021	71.25%
2022	67.50%
2023	63.75%
2024 (and beyond)	Equal to residential

Excluded properties include, hotels, motels and other buildings where rooms or dwelling units are typically rented for less than one month. Multi-residential properties are subject to a separate rollback schedule for eight years, as shown in the accompanying table, before reaching the residential rollback percentage. As opposed to the rollback for commercial and industrial properties, there is no backfill funding to offset revenue reductions for the multi-residential property rollback.

A new exemption for telecommunications companies was created that is based on “the actual value that is used by the companies in the transaction of telegraph and telephone business.” The actual value for telecommunication companies focuses primarily on the lines used to operate telegraph and telephone services. Such prop-

erties will receive partial property tax exemptions based on their total value as detailed below:

- 40% of the actual value of the property that exceeds \$0 but does not exceed \$20 million.
- 35% of the actual value of the property that exceeds \$20 million but does not exceed \$55 million.
- 25% of the actual value of the property that exceeds \$55 million but does not exceed \$500 million.
- 20% of the actual value of the property that exceeds \$500 million.

Rollback Figures				
Property Class	FY 2021	FY 2020	FY 2019	FY 2018
Agricultural	81.4832%	56.1324%	54.4480%	47.4996%
Commercial	90%	90%	90%	90%
Industrial	90%	90%	90%	90%
Railroad	90%	90%	90%	90%
Residential	55.0743%	56.9180%	55.6209%	56.9391%
Multi-Residential	71.25%	75%	78.75%	82.5%

With the sweeping changes to the property tax system, it may be difficult for cities to accurately forecast how their budget will be affected. The League will continue to study the impact of these changes and provide additional resources for cities to use, including the Property Tax Model that uses cities’ specific valuations and tax rates to illustrate impacts and other fiscal research, to see how their budget is affected. Please visit www.iowaleague.org to use the model and view other property tax resources.

Property Tax Levies

Cities may levy up to \$8.10 per \$1,000 of taxable value on residential, commercial and industrial property and up to \$3.00375 per \$1,000 on the taxable value of agricultural property for their general fund (*Code of Iowa* Section 384.1). If a city is unable to meet the essential costs for services within the \$8.10/\$1,000 levy limit, there are several other levies available.

- A city may levy for the city’s contribution under the Federal Insurance Contributions Act (FICA), the Iowa Public Employees’ Retirement System (IPERS), the Municipal Fire and Police Retirement System of Iowa (MFPRSI) and certain other employee benefits. On the state budget forms, these are shown in the special revenues fund column of the Revenues Detail (Form 631B). The expense would be shown on the Expenditures Schedule (Form 631A) under the appropriate activity in the special revenues fund (column D). Alternatively,

the city may need to transfer the benefits into the general fund where the expenses are recorded. (Section 384.6)

- Insurance premiums, including workers' compensation, necessary for the operation of the city and the costs of self-insurance or risk pools may also be levied outside the \$8.10/\$1,000 limit. The levy rate is the actual cost of the premiums divided by the total property tax base. Insurance costs on projects or improvements covered by revenue bonds and insurance on proprietary fund activities may not be levied, as these activities should fund themselves. These revenues are typically credited to the general fund even though they are restricted. (Section 384.12(17))
- An emergency levy rate of up to \$0.27/\$1,000 of taxable valuation that can be used for any governmental purpose (Section 384.8). This is a special revenue that must be transferred to the general fund for expenditure prior to the end of the fiscal year. (Section 384.8)
- A city may levy to cover principal and interest payments on general obligation bonds under debt service. Provided proper procedures were followed on lease-purchase or loan agreements, the annual principal and interest payments may also be levied under debt service. The debt service levy is the dollars needed to cover the annual debt obligations divided by the total property tax base. (Section 384.4)
- As permitted under administrative rules adopted by the City Finance Committee, cities may levy for the city's contribution to certain employee benefits. The definition of employee benefits includes workers' compensation costs or insurance premiums, unemployment benefits, employer's share of employee benefits plans and their depends, employee wellness and assistance programs, regularly-scheduled, city-required post-employment physicals for employees, police reserves and volunteer firefighters and more.

Section 384.12 lists several other levies available to a city for specific purposes, some requiring a referendum. Non-voted levy activities include funding for the operation and maintenance of a publicly owned transit system; liability, property and self-insurance costs; a joint county-city building lease and rent; support of a local Emergency Management Commission; and operation and maintenance of a city-owned civic center. Activities requiring a voted levy include funding for instrumental or vocal music groups, memorial buildings, symphony orchestras, cultural and scientific facilities, aid to public transportation companies, library services and emergency medical districts.

■ *Additional information on the use of property tax levies can be found in the City Property Tax Levies Special Report, available at www.iowaleague.org.*

Utility Replacement Tax

The Utility Replacement Excise Tax is collected on the generation, distribution and delivery of electricity and natural gas. This tax replaced the taxation on utility property in 1999. Cities are required to calculate their property tax revenues with and without utility property valuations. The difference that is calculated is necessary to establish the General Property Tax Equivalents, the basis for determining the distribution of the excise tax. The Iowa Department of Revenue calculates the amount of revenue that a city will receive and includes this information with the budget information cities receive from the Iowa Department of Management.

Franchise Fee Legislation

In 2009, the state legislature passed a bill that legalized the collection of gas and electric franchise fees not to exceed 5% of the franchisee’s gross revenues “without regard to the city’s cost of inspecting, supervising, and otherwise regulating the franchise.” Revenue from franchise fees can only be used for certain purposes outlined in the bill, but does include such items as public improvements, property tax relief, public safety, energy conservation and economic development activities. A bill approved during the 2015 Legislative Session requires cities to hold public hearings prior to increasing or amending a franchise fee.

■ For more information, please read the League’s special report on franchise fees at www.iowaleague.org.

IDOT RUTF Per Capita Forecast	
Fiscal Year	IDOT Per Capita Forecast
2020	\$126.00
2021	\$127.00
2022	\$128.00
2023	\$128.50
2024	\$129.50

Road Use Tax Fund

The Road Use Tax Fund (RUTF) is accumulated through motor vehicle registration fees, motor vehicle fuel taxes, an excise tax imposed on the rental of automobiles and a use tax on trailers. The state legislature approved a League-supported gas tax increase in 2015 to bring additional funding to the system for critical road infrastructure needs. The per gallon tax increase of 10 cents adds an estimated \$215 million annually to the fund, from which cities receive per capita distributions to pay for the construction, repair and maintenance of road infrastructure.

Cities are reminded that economic instability and fluctuating fuel consumption and costs can result in immediate changes in the fund. The Iowa Department of Transportation (IDOT) issues per capita forecasts only and cities are only entitled to receive their share of the amount actually collected. The estimates are subject to dramatic changes and cities should consider using a conservative estimate.

The estimates are based on current law regarding specific revenue to and disbursement from the RUTF. Any change in the law could change the per capita amount to be distributed to cities.

Transfer of Road Jurisdiction: Cities Fewer than 500

In 2004, counties in Iowa assumed responsibility for maintenance of Farm-to-Market (FM) roads in cities with a population less than 500. A transfer of RUTF money based on the total length of the FM roads in each of these cities was also transferred to the respective county. Many cities have entered into 28E agreements with the county to return a portion or all of the responsibility for the road back to the city, along with a corresponding amount of RUTF funds. The State Auditor’s Office has stated that funds transferred back to the city from the county are still restricted in the same manner as all Road Use Tax revenue, because road use tax funds are restricted to be spent for roads by Article VII (8), Iowa Constitution. As such, the revenue received under the 28E agreement should be recorded in the city’s Special Revenue Fund as:

- Intergovernmental
- Local grants and Reimbursements

This revenue should not be recorded as road use tax revenue by the city since it is already recorded as road use tax revenue when received by the county. The money must also be spent in accordance with *Code of Iowa* Chapter 312 and any terms and conditions of the 28E agreement.

Local Option Sales Tax

Cities in Iowa are allowed to establish a Local Option Sales Tax (LOST) upon approval by its citizens. Rates are limited to 1% and cities must specify on the ballot the purposes of the revenue, including any that will be used for property tax relief.

The Iowa Department of Revenue (IDR) is required to send an estimate of the monthly LOST tax revenues each city will receive by August 15 of each fiscal year. Ninety-five percent of estimated tax receipts are paid to the city monthly. A final payment of any remaining tax due to a city for the fiscal year will be made before the due date of the first payment of the next fiscal year. If an overpayment to a city exists for a previous fiscal year, the first and/or second payment of the subsequent fiscal year will be adjusted to deduct the overpayment.

The FY 2020 statewide LOST estimate is \$405,853,035, a 23.8% increase from the FY 2019 estimate of \$327,701,044. The IDR has several helpful files regarding LOST, including a history of revenues for each city, monthly estimates, and a tool that shows how distributions would be impacted by a city approving or rescinding a LOST. Those files can be accessed at tax.iowa.gov/local-option-tax-information-local-government.

■ *More detailed information may be obtained by contacting the IDR at (800) 367-3388 or tax.iowa.gov.*

Hotel/Motel Tax

A city may impose a hotel/motel tax at a rate not to exceed 7% after successful approval of a simple majority vote within the city. State law requires that 50% of such revenues are used for acquiring, improving, operating or improving recreational, cultural or entertainment facilities or for the promotion and encouragement of tourist and convention business. The remaining revenues may be spent on any other lawful purpose.

■ *The IDR has additional information, including files showing rates and quarterly payment distributions, at tax.iowa.gov/iowa-hotel-motel-tax.*

Enrich Iowa Funds for Libraries

The Enrich Iowa Program includes Direct State Aid, Open Access and Interlibrary Loan.

- Direct State Aid is a direct payment to public libraries and is intended to be used to improve and enhance library services.
- Open Access provides a partial reimbursement to participating libraries to make it possible for patrons to check out materials at other participating libraries.
- Interlibrary Loan provides partial reimbursement for interlibrary loans among all types of libraries.

■ *Additional information on these programs is available at the State Library of Iowa website, www.statelibraryofiowa.org/ld/e/enrich-ia.*

Fuel Tax Refunds

Cities are eligible for refunds from both federal and state governments for taxes paid on gasoline. In most cases, cities must pay the fuel taxes at the pump and then file for a refund with the state and federal governments. Cities on a modified accrual accounting basis should not consider payment of the tax as an expenditure nor should they consider the refund as revenue. However, cities on a cash accounting basis should charge the tax as an expense and receipt the refund as revenue. In order to receive a refund from the state, the city must:

- 1) Have a refund number
- 2) Keep a record of gallons purchased (cities are not required to send the actual invoices with the refund request)
- 3) Apply for the refund within one year of purchase

Cities may apply for a refund number and obtain forms necessary for filing the refund by contacting the Iowa Department of Revenue at (800) 367-3388 or download the forms by visiting tax.iowa.gov/other-iowa-motor-fuel-tax-information. Cities may also file for a refund by telephone and request direct deposit of their refunds.

If your city is entitled to a federal refund of \$750 or more per quarter for tax paid on gasoline purchases, you may file quarterly for a refund. If the refund is less than \$750 per quarter, you must file annually. To receive the refund on the gas tax, a refund request must be filed on Internal Revenue Service (IRS) Form 8849. See IRS Publication 510 Fuel Tax Credits and Refunds for further information.

■ *You may request IRS forms by calling (877) 829-4933 or download the forms at www.irs.gov/forms-instructions.*

Expenditures

U.S. Consumer Price Index

The U.S. Consumer Price Index (CPI) is a measure of the changes in retail prices of a fixed market grouping of consumer goods and services. The CPI for all urban consumers (not seasonally adjusted) for September 2019 increased 1.7% from September 2018. The CPI is based on the major expenditure categories of food and beverages, housing, clothing, transportation and energy, medical care, recreation, education and communication as well as other goods and services.

The Midwest Region CPI rose 1.4% from September 2018 to September 2019, largely due to increases in medical care and housing costs.

■ *The most recent CPI figures and more information can be obtained by visiting www.bls.gov/cpi/.*

U.S. Employment Cost Index

Another measure of cost trends, the U.S. Employment Cost Index (ECI) factors in expenses related to wages, benefits and total compensation. The ECI total compensation index for state and local government workers increased 3% from June 2018 to June 2019, with individual components of wages increasing by 2.5% and benefits increasing by 3.6%.

■ *The most recent ECI figures and more information can be obtained by visiting www.bls.gov/ect/.*

FICA Deductions

The city (employer) and the employee each contribute 7.65% of wages for Social Security and Medicare. The maximum taxable earnings subject to the Social Security portion (6.2%) of the Federal Insurance Contributions Act (FICA) is currently \$132,900 and will increase to \$137,700 in 2020. There is no limit on the salary covered for the Medicare portion (1.45%) of FICA. Please note that rates may change during the fiscal year. Questions on FICA may be directed to the Des Moines office of the Social Security Administration (SSA) at (800) 772-1213.

■ *You can also visit the SSA website at www.ssa.gov for questions, publications and other information.*

IPERS Contribution Rates Regular Class Members			
Regular Class Members	July 1, 2018	July 1, 2019	July 1, 2020
Employee Rate	6.29%	6.29%	6.29%
Employer Rate	9.44%	9.44%	9.44%
Combined Rate	15.73%	15.73%	15.73%

Iowa Public Employees’ Retirement System (IPERS)

IPERS contribution rates have mostly held steady the past few years after significant increases were previously necessary to decrease the system’s unfunded liability. Contribution rates for regular members will not change in FY 2020 while protection class member rates will decline slightly. City officials are encouraged to consult with an IPERS representative should they have any questions about their retirement account.

IPERS Contribution Rates Protection Class Members			
Protection Class Members	July 1, 2018	July 1, 2019	July 1, 2020
Employee Rate	6.81%	6.61%	6.41%
Employer Rate	10.21%	9.91%	9.61%
Combined Rate	17.02%	16.52%	16.02%

■ *Employer and employee contribution rates are posted to the IPERS website at www.ipers.org/about-us/contribution-rates.*

Important Note: All part-time elected officials must be covered by IPERS unless they specifically opt out of coverage. All employers will be audited on a regular cycle, based on the number of employees.

■ *Questions may be directed to the IPERS office at (800) 622-3849 or visit their website at www.ipers.org for more information.*

Municipal Fire and Police Retirement System of Iowa (MFPRSI)

MFPRSI Contribution Rates			
MFPRSI City Contribution Rate	July 1, 2018	July 1, 2019	July 1, 2020
Employee Rate	9.40%	9.40%	9.40%
Employer Rate	26.02%	24.41%	25.31%
Combined Rate	35.42%	33.81%	34.71%

The MFPRSI contribution rate formula is established in *Code of Iowa* Chapter 411 and currently sets the employee rate at a fixed 9.40%. Each year, the MFPRSI Board of Trustees sets the employer rate after the completion of an annual actuarial valuation. The city's contribution rate, effective July 1, 2020, will be 25.31% an increase from the current rate.

Mileage

Cities may reimburse city officials and employees using their own vehicles up to the amount allowable under Internal Revenue Service (IRS) rules. While cities are not required to use the IRS rate, any changes made in the city reimbursement rate should be done by resolution. The current IRS rate of 58 cents per mile is valid until December 31, 2019. Rates for 2020 have not yet been determined and will be available at www.irs.gov in December.

Minimum Wage Rate

Both the state and federal minimum wage have remained the same since 2009. The state hourly wage is \$7.25 and the hourly wage for youth employees working less than 90 days is \$6.35 (the lower rate only applies to employees under the age of 20). The federal minimum wage is also \$7.25 per hour. As a reminder, if there is a disparity between the federal and state minimum wage rate, employers are required to pay the higher of the two.

The state legislature approved House File 295 in the 2017 legislative session that, among other things, prohibits cities and counties from adopting local minimum wages that are higher than the state level. The bill nullifies all existing local minimum wage ordinances that differ from the state level.

Unemployment Compensation

Most cities are reimbursable for unemployment compensation upon application, unless they elect to be contributory by completing an additional form stating such. Cities must reimburse the state for actual unemployment benefits paid out by Iowa Workforce Development (IWD) within 30 days following the billing for any quarter in which the state has made payments to the city's former employees. If a city anticipates the possibility of layoffs during a fiscal year, they may want to budget for the expense of reimbursing unemployment benefits.

Contributory tax rates are based on the extent that tax payments made by the city are in excess of benefits paid out by IWD and this reserve balance is then divided by the average taxable payroll. The tax due is found by taking the percentage calculated for the city multiplied by the first \$30,600 of each employee's gross salary (this will increase to \$31,600 in 2020). IWD will mail tax rate notices giving the percentage for each city in November. The city has 30 days from the Rate Notice Date on the form to appeal their contribution rate.

All cities have the option to change their status to contributory or reimbursable. Cities can change their status by December 1 for the next calendar year by contacting IWD for the appropriate forms in advance of the deadline. However, if a city opts to switch from contributory to reimbursable, it is required to pay to IWD any deficit that may be due to claims against its current account in excess of contributions.

■ Information regarding IWD can be found at www.iowaworkforcedevelopment.gov.

Workers' Compensation Insurance

Premium for workers' compensation coverage can be estimated using the audited payroll from the previous year with adjustments for cost of living and other increases, taking into consideration anticipated changes in personnel and/or operations. Once payroll has been adjusted for each class code, apply the rate for each code per \$100 of payroll. The city should check with its agent to see if any rate changes will go into effect prior to its renewal.

General Liability and Property Insurance

Liability coverage contribution is based on several factors such as number of employees, number and types of automobiles and expenditures. However, the easiest way to project cost of liability coverage is to apply the current inflation factor. Premium for liability coverage is based on the number of employees and a 5% increase to the entity's total budget. Rating for property and auto physical damage coverage is based solely on the total insured value (TIV) of the schedule. A simple way to project cost is to calculate the TIV of the previous year, divide it into last year's contribution and apply the factor to this year's TIV.

Legislation

When re-estimating revenues and expenditures for FY 2020 and budgeting for FY 2021, cities should keep in mind recent legislative actions that may have a significant fiscal impact on the city. Full coverage of the laws passed by the 2019 General Assembly is included in the *New Laws of Interest to Iowa Cities* report, which can be found on the League website at www.iowaleague.org.

HF 486 | Community Catalyst Building Remediation Grants

Expands the scope of the Community Catalyst Building Remediation Grants to include emergency projects as defined in the bill. Emergency projects could include situations in which the remediation of an underutilized building would reasonably be expected to result in the economic growth of the city.

Amends Section 15.231.

HF 537 | Imposition Of Fees For Use Of Right Of Way

Narrows what a city can collect from a public utility for management costs to those that are direct and fully documented and attributable to the public utility's requested use of the ROW.

Amends Chapter 480A.

HF 741 | Flood Mitigation Bonds

Allows general obligation bonds issued in conjunction with a project approved by the flood mitigation board to be up to thirty years under certain conditions.

Amends Chapter 76.

HF 750 | Groundwater Protection Fund

Allows groundwater protection fund revenues to pay for projects or activities that relate to improving both surface water and groundwater.

Amends Chapter 159, 198, 200, 200A, 214A, 215, and 455E.

HF 767 | Alternative Fuel Contribution to Road Use Tax Fund

Generates revenue for the Road Use Tax Fund from electric car charging stations found not located on residential property. Increases special car registration for hybrid vehicles to offset the decreased use of fuel and the revenues derived from it. Adds hydrogen fuel to excise tax code.

Amends Chapters 312, 423, 423B, 423E, and 452A.

HF 772 | Empower Rural Iowa Broadband and Housing Incentive

Modifies the existing broadband infrastructure grant program, extends an existing property tax exemption for broadband infrastructure, modifies the existing Workforce Housing Tax Incentives Program, and creates a Disaster Recovery Housing Projects program.

Amends Chapter 8B, 15, and 427.

SF 283 | Conflicts of Interest in Public Contracts

Increases the amount that city employees and officials may be compensated under a contract for the purchasing of goods or services without constituting a conflict of interest to \$6,000 and removed the population thresholds that were previously in Iowa Code.

Amends Chapters 279, 331, and 362.

SF 507 | Exemptions to Workers' Compensation Law

Clarifies that personal injuries due to the idiopathic or unexplained falls from a level surface onto the same level surface do not arise out of and in the course of employment and are not compensable.

Amends Chapter 85

SF 634 | Property Tax Alterations

Impacts local government budgets and property taxation by modifying provisions governing the establishment and approval of county and city budgets and modifies provisions related to the state appraisal manual.

Amends Chapters/Sections 24, 3.84 and 421.

Other Budget Issues

City Budget Adoption Changes

Legislation approved in 2019 made significant changes to the adoption process of the annual city budget. Beginning with the Fiscal Year 2021 budget, cities will be required to hold an additional public hearing on the proposed Maximum Property Tax Dollars to Certify for Levy. The hearing must be preceded by a public notice that contains specific information, and cities are also required to post an electronic link to the notice on any and all city websites and social media sites. After the public hearing, cities are also required to pass a resolution on the proposed maximum property tax dollars.

Keep in mind, these new steps are in addition to the previous requirements to hold a public hearing and adopt the annual city budget by resolution. The new deadline to submit the approved city budget is March 31. More details on these changes can be found in the Budget Calendar section on page 17.

City Budget Form Changes

The Iowa Department of Management (IDOM) has made changes to the Annual Financial Report (AFR) and city budget forms starting in FY 2020-2021. The new systems no longer use the Excel forms and upload website of previous years, and will instead use a fully online reporting and filing system. As a reminder, cities must file their Annual Financial Report with the Auditor of State's office by December 1. For those cities that file their Annual Financial Report on time, the actual financial data will be auto-filled to the budget forms. The budget form must be filed with IDOM and the county auditor by March 31.

Annual Urban Renewal Report

Legislation approved in 2012 requires all cities that have an urban renewal area, whether actively generating tax increment or not, to submit the Annual Urban Renewal Report. Cities must provide a variety of information for each of their urban renewal areas, including urban renewal plans, maps, tax increment financing ordinances, debt and financing data, and urban renewal projects.

The report is due December 1 of each year and must be completed and filed using the IDOM online reporting system (dom.iowa.gov/cities). The system requires users to upload associated documents in PDF format. City councils must approve the form prior to submittal. Failure to file the report by the deadline will result in the city being unable to certify their budget, which could lead to financial penalty, and being placed on a list sent to the legislature.

■ *The League and IDOM recorded training webinars on how to complete the report. Those webinars and other helpful information can be found at www.iowaleague.org and www.dom.iowa.gov*

Certification of TIF Debt

Cities must certify debt payable with Tax Increment Financing (TIF) funds on or before December 1. *Code of Iowa* Section 403.19 requires cities to certify to the county auditor the amount of any “loans, advances, indebtedness, or bonds” that qualify for payment from TIF revenue from a TIF district. This certification of TIF debt is only required once. However, due to the unique nature of many TIF financing programs, some cities may need to file on an annual basis or make adjustments to the amount needed in the next year.

The auditor is responsible for collecting and distributing the funds available from the increment in subsequent years until the entire certified amount is paid into the city’s tax increment fund. However, if additional debt is incurred, that amount must be certified by the following December 1 in order for the county auditor to make the proper distribution in the next fiscal year. Failure to certify the debt before December 1 will delay payments to the city by one year. IDOM and the State Auditor’s Office have developed a TIF Debt Certification form that cities may use when certifying their debt to the county auditor.

■ *The League and IDOM recorded training webinars on how to complete the report. Those webinars and other helpful information can be found at www.iowaleague.org and www.dom.iowa.gov.*

Bid and Quote Thresholds for Cities

Current Bid/Quote Thresholds		
<i>Horizontal Infrastructure – Roads, streets, bridges, culverts</i>		
	Cities Less Than 50,000	Cities Greater Than 50,000
Competitive Bid Required	\$48,000	\$69,000
Competitive Quote Required	N/A	N/A

Current Bid/Quote Thresholds		
<i>Vertical Infrastructure – Buildings, parking facilities, utilities, trails</i>		
	Cities Less Than 50,000	Cities Greater Than 50,000
Competitive Bid Required	\$139,000	\$139,000
Competitive Quote Required	\$57,000	\$77,000

Thresholds Beginning January 1, 2020		
<i>Horizontal Infrastructure – Roads, streets, bridges, culverts</i>		
	Cities Less Than 50,000	Cities Greater Than 50,000
Competitive Bid Required	\$50,000	\$72,000
Competitive Quote Required	N/A	N/A

The bid and quote thresholds for qualifying public improvement projects as defined in Chapter 26 of the *Code of Iowa* can be seen in the following tables.

There are no changes to the Vertical Infrastructure bid or quote thresholds for 2020.

■ *For a detailed explanation of construction bidding and quotation procedures please visit the Member Resources section at www.iowaleague.org.*

Water Service Excise Tax

Legislation adopted in 2018 created a new Water Service Excise Tax (WET), which replaces the state sales and use tax on charges for water service. The WET became effective July 1, 2018 and has a rate of 6%. Cities must apply the WET to charges or fees related to the sale of water service, which can include usage charges and minimum monthly charges that may comprise a total water service charge. Local option sales tax is no longer applied to water service charges. A portion of the revenue collected will go to the state water quality infrastructure and water quality assistance funds.

■ *Additional information can be found on the Iowa Department of Revenue's website, including examples of how the WET is applied to different water service charges, at <https://tax.iowa.gov/WET>.*

2020 Census

The decennial census will be conducted in 2020 and cities are encouraged to make preparations to help ensure an accurate count of the population. This is important for many reasons, including for funding programs such as the Road Use Tax Fund that are based in part on a per capita formula.

■ *Additional guidance and resources can be accessed at the State Data Center, www.iowadatacenter.org/2020census.*

W-2 and 1099 Forms

Cities are reminded that W-2 and 1099 forms are due to employees and vendors, respectively, by January 31 of each year. The deadline for filing W-2 forms (paper or electronic) with the Social Security Administration is also January 31. Similarly, 1099 forms (paper or electronic) must be filed with the IRS by January 31 if reporting nonemployee compensation payments in Box 7.

The Affordable Care Act requires employers to report the cost of coverage under an employer-sponsored group health plan on an employee's Form W-2 in Box 12 using Code DD. For cities filing fewer than 250 W-2 forms, this requirement is optional.

GASB 45

Governmental Accounting Standards Board Statement 45 (GASB 45) requires many public entities to reflect the value of post-employment benefits (health, life, dental, etc.) that are provided to retired employees in your future audited financial statements. Your auditor has likely informed you when (and if) your city will meet the requirements for compliance with this accounting standard.

GASB 54

Governmental Accounting Standards Board Statement Number 54 (GASB 54) provides guidance for fund balance categories and classifications and governmental fund type definitions. In Iowa, the Annual Financial Report, sent to the State Auditor's office by December 1 of each year, has been changed due to GASB 54. This means all cities in Iowa are impacted.

GASB 54 changed the way we look at cash balances, specifically reporting what cash balances, by major governmental fund type, are or are not available for public purposes.

■ *Additional information can be found at www.iowaleague.org/members/Pages/GASB54FundBalanceClassifications.aspx.*

GASB 68

Governmental Accounting Standards Board Statement Number 68 (GASB 68) requires state and local government to make significant changes to how they account and report finances related to pension plans. This includes new requirements for reporting pension-related liabilities and obligations. The State Auditor's Office has created a variety of resources to help cities prepare for the requirements, which can be found at auditor.iowa.gov/gasb-68-pensions.

GASB 77

Governmental Accounting Standards Board Statement Number 77 (GASB 77) requires governments to disclose in the notes to their financial statements the amount of revenues they promise to forgo through agreements with individuals or entities which promise to take specific actions after the agreements have been entered into that contribute to economic development or otherwise benefit the governments or the citizens of those governments.

GASB 77 also requires governments to disclose the portion of revenues which the government would have otherwise received that other governments have promised to forgo through their tax abatement agreements. The Iowa Department of Management has developed resources to help cities comply with these requirements, which can be seen at dom.iowa.gov/gasb-77-resources.

Affordable Care Act

Cities are reminded to be in compliance with applicable provisions of the Affordable Care Act (ACA) or they could be subject to penalties for employers and individuals. With that in mind, cities need to know how the ACA affects them and their employees and prepare for any coming changes. The various aspects of the ACA could impact cities in many different ways and cities are encouraged to consult with their health care advisors to determine the best course of action.

For cities that use flexible spending accounts related to health care coverage, the maximum employee contribution is currently \$2,700. The amount is set annually by the IRS and is expected to be \$2,750 in 2020.

Red Flag Rules

The Fair and Accurate Credit Transactions (FACT) Act of 2003 requires utilities and government entities to implement identity theft prevention programs. These provisions are known more commonly as the Red Flags Rule. Municipal utilities, local governments and any entity that can broadly be classified as a creditor should develop and implement a written identity theft prevention program. More information regarding this policy is available at www.ftc.gov/tips-advice/business-center/privacy-and-security/red-flags-rule.

Consumer Confidence Report

Cities are required to complete a Consumer Confidence Report, which is designed to inform consumers of their local water quality. A copy of the report must be mailed or otherwise directly delivered to each customer annually by July 1. A city with a population less than 10,000 with no violations during the past year may use a mailing waiver. If these cities choose to use the mailing waiver:

- For a city with a population less than 500, the mailing waiver must provide notice at least once per year to their customers by mail, door-to-door delivery or posting that the report is available upon request.
- For a city between 500 and 10,000 in population, the mailing waiver must inform customers that the report will not be mailed. The cities must publish the report in the newspaper and make the report available upon request.

Single Audit Act

Cities that expend a total of \$750,000 or more in federal assistance in a fiscal year must comply with the Single Audit Act, which requires a single or program-specific audit of city financial records.

Training Costs

The League and others offer several training events directed at city officials throughout the year. Be sure to check www.iowaleague.org throughout the year to get information about these events and the associated registration fees.

Budget Calendar

Beginning with the Fiscal Year 2021 budget, cities will now be required to do some additional steps to approve its annual budget. The additional steps were part of Senate File 634, which was approved by the state legislature in 2019.

The law now requires all cities to pass a new resolution establishing their Maximum Property Tax Dollars to Certify for Levy, which must be preceded by a public notice and a public hearing. The notice of public hearing and proposed maximum property tax dollars is required to be published no less than 10 but not more than 20 days prior to the date of the hearing. Cities with populations fewer than 200 may meet the publication requirement by posting the notice of hearing and proposed maximum property tax dollars in three public places in the city. All cities must also post an electronic link to the notice on any and all existing city websites and social media sites.

The notice must include the sum of the current fiscal year's actual property taxes certified under the levies specified to be impacted by the 2% threshold*, the current fiscal year's combined tax levy rate for such amount applicable to taxable property (excluding agricultural or horticultural property), the effective tax rate calculated using the sum of the current fiscal year's actual property taxes for the levies specified under the 2% threshold applicable to property that is not agricultural or horticultural, and the sum of the proposed maximum property tax dollars that may be certified under the levies subject to the new 2% threshold. The city must also include a statement of the major reasons for the increase if the proposed Maximum Property Tax Dollars to levy exceeds the current fiscal year's amount. The Iowa Department of Management will provide cities a template form to use for this notice.

*The new law sets a threshold of 2% growth from the previous fiscal year's actual property tax dollars to the proposed property tax dollars for the next fiscal year (this pertains only to the specific levies identified in Senate File 634). Any cities that need to exceed the 2% growth limitation must receive two-thirds approval from the council to move forward. Cities not needing to exceed the 2% threshold can approve the resolution by simple majority.

Keep in mind, the new resolution and public hearing notice is in addition to the notice of the proposed city budget, public hearing and resolution to approve the annual city budget. Also of note, the new deadline to submit the approved city budget is March 31.

The following schedule is an example for cities to follow during the budgeting process. The following information assumes the city has a Thursday newspaper with a Tuesday deadline and the council meets on the first and third Monday. Cities should adopt a calendar that meets their specific circumstances.

Cities might find that they need to exceed the general fund levy limit set by statute (\$8.10 per \$1,000 of taxable property value). If so, a city may appeal to the IDOM/City Finance Committee and use a unique schedule and set of guidelines. Please contact the League for assistance with such schedules.

Typical Budget Timeline

**Dates noted by an asterisk are statutory deadlines or requirements.*

November and December

City elected officials and staff members meet to hold preliminary budget discussions and schedule formal work sessions and budget adoption dates

January 6

City department heads give budget and proposals to city finance officer

February 3

Budget work session(s) with staff members and city council and orders notice of hearing to set maximum property tax dollars to certify for levy

February 6

Notice of hearing on maximum property tax dollars to certify for levy published *(New notice requirement)*

February 17

Public hearing on maximum property tax dollars to certify for levy and approval of resolution *(New hearing requirement)*

March 2

Council receives and adopts final proposed budget and orders notice of hearing

March 5

Notice of hearing on adoption of final budget published

Notice Requirement: Notice of the hearing on the maximum property tax dollars and of the proposed budget must be given not more than 20* days nor less than 10* days before the date of the hearing.

Detailed Budget: The detailed budget must be available for public inspection at least 10* days before the final budget hearing and 20* days before final date for certification, and is to be available at the clerk's and mayor's offices and the public library, or posted at three places designated by ordinance if there is no library.

March 16

Budget hearing and adoption of final budget resolution

March 31*

Certified budget to county auditor and filed with IDOM *(New deadline)*

April 10*

Persons affected by the budget have 10 days after the date of certification to file a written protest

June 15*

IDOM certifies taxes back to county auditor

July 1*

Budget takes effect

Cities might find that they need to exceed the general fund levy limit set by statute (\$8.10 per \$1,000 of taxable property value). If so, a city may appeal to the IDOM/City Finance Committee and use a unique schedule and set of guidelines.

Contact the League for assistance with such schedules.

One-Stop Web References

Iowa League of Cities – www.iowaleague.org

The League's website has numerous reports on budget matters, including:

Snapshot of Tax Increment Finance

Requires login to League's Members Only section

www.iowaleague.org/members/Publications/TIF%20Report_2016.pdf

Property Tax Levies Special Report

Requires login to League's Members Only section

<https://www.iowaleague.org/members/Publications/LevyRateReport2018.pdf>

Property Tax Assessment in Iowa Information Sheet

Requires login to League's Members Only section

<https://www.iowaleague.org/members/Publications/PropertyTaxAssessment.pdf>

City Clerks/Finance Officers Handbook

Produced by ISU Extension, available for purchase through League

www.iowaleague.org/members/Pages/CityClerkHandbook.aspx

Iowa Department of Management - dom.iowa.gov/cities

Iowa Department of Revenue Fuel Tax Refund Forms

tax.iowa.gov/other-iowa-motor-fuel-tax-information

Iowa Public Employees' Retirement System - www.ipers.org

Iowa Workforce Development - www.iowaworkforcedevelopment.gov

Internal Revenue Service - www.irs.gov

Local Option Sales Tax Information

tax.iowa.gov/local-option-tax-information-local-government

Minimum Wage

The Iowa Division of Labor | www.iowadivisionoflabor.gov

The U.S Department of Labor | www.dol.gov

Municipal Fire & Police Retirement System of Iowa - www.mfprsi.org

Publication Rates - www.inanews.com

Social Security Administration - www.ssa.gov

State Library of Iowa Enrich Iowa Funds

www.statelibraryofiowa.org/ld/e/enrich-ia

U.S. Department of Labor

Consumer Price Index | www.bls.gov/cpi

Employment Cost Index | www.bls.gov/ncs/ect



500 SW 7th Street, Suite 101 | Des Moines, IA 50309
Phone (515) 244-7282 | Fax (978) 367-9733 | www.iowaleague.org

St. Andrews Drive Project



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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between Watts Group Development, Inc., owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his/her/their/its agents, successors or assigns), and the City of North Liberty, Iowa, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of One Dollar, plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City permanent utility and storm sewer easements (Division I) and a temporary construction easement (Division II) for the public purpose of improving and widening St. Andrews Drive, installing sidewalks, extending utility services, and installing a roundabout (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, watermain tap on, sanitary sewer tap on and St. Andrews Drive Road Fees will be collected by the City at the time any part of the property is developed pursuant to the Developer's Agreement with the City.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other

{00302575 3}

liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – PERMANENT STORM SEWER AND UTILITY EASEMENTS

Further, the Property Owner and the City agree that:

1. Property owner grants and conveys to the City the right to excavate, install, maintain, and use such storm water lines, pipes, mains, conduits, culverts, and overland drainageways, along with all necessary appurtenances in connection with said use as the City shall from time to time elect for conveying storm water; Property Owner further grants and conveys to the City and any franchise holders authorized to operate within the City ("City Franchisees") the right to excavate, install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purpose of providing water, electricity, gas, and communication service; and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as "Permanent Utility Easement A" and "Permanent Utility Easement B" (together, the "easement area") as depicted and described on the attached Exhibit A.
2. The City and City Franchisees have the right to construct and maintain the Project with such structures as the City and shall from time to time elect. The City shall promptly backfill any trench made by the City, and repair any damage caused by the City's activities within the easement area.
3. Property Owner reserves the right to use said easement area for purposes that will not interfere with the City's and City Franchisees' full enjoyment of the rights hereby granted, including, but not limited to, agricultural purposes; provided that the Property Owner shall not erect or construct any building, fence, retaining wall, or other structure; plant any trees; drill or operate any well; or construct any reservoir or other obstruction on said easement areas. Further, the Property Owner shall not diminish or substantially add to the ground cover or otherwise landscape on or over said easement areas. Fences and trees placed in the easement area, with or without City approval, may be removed by the City without compensation or replacement.
4. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
5. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City.
6. The City and City Franchisees shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove, without notice or compensation, any unauthorized obstructions or structures placed or erected on the

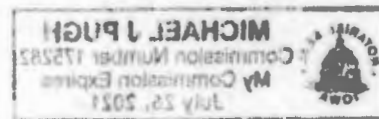
permanent easement area.

7. City covenants and agrees to remove and stockpile existing topsoil from area to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said area substantially to its prior condition, with the exception of the replacement of trees, shrubs and brush.

DIVISION II – TEMPORARY CONSTRUCTION EASEMENT

The Property Owner and the City further agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted and legally described on Exhibit B, which is attached and fully incorporated herein, and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.



8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate on completion of the Project, or December 31, 2022, whichever shall sooner occur

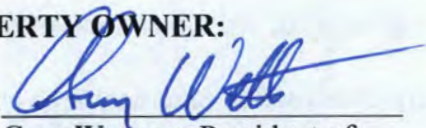
DIVISION III – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this 11 day of November, 2019.

PROPERTY OWNER:

Signed: 
 Gary Watts, as President of
 Watts Group Development, Inc.

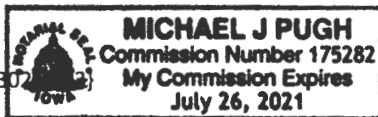
CITY:

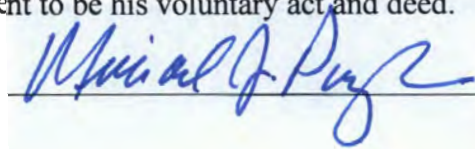
Signed: _____
 Terry L. Donahue, Mayor

Signed: _____
 Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 11 day of November, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary Watts, in his capacity as President of Watts Group Development, Inc., to me personally known, who, being by me duly sworn, acknowledged the execution of this instrument to be his voluntary act and deed.





Notary Public in and for said State

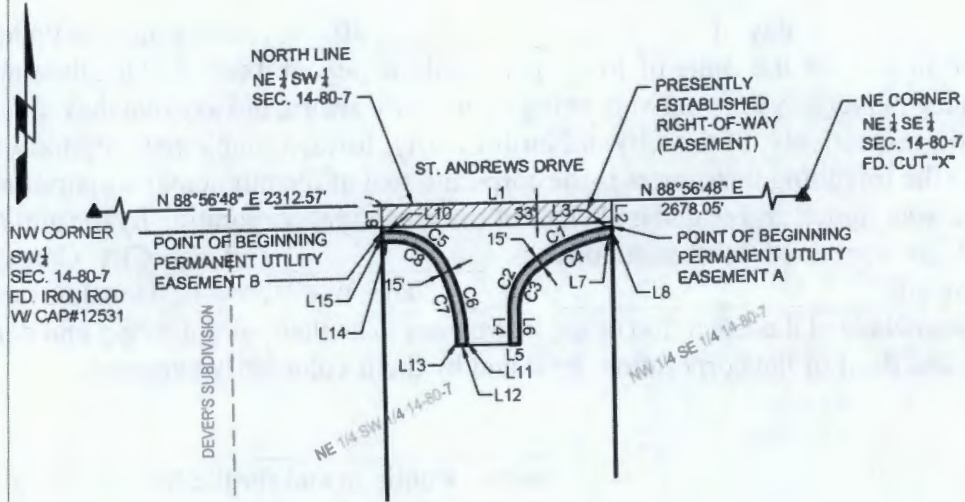
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

EASEMENT EXHIBIT PERMANENT UTILITY EASEMENT A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 14-80-7 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 88°56'48" E	351.62'
L2	N 00°50'03" W	40.00'
L3	S 78°56'48" W	14.70'
L4	S 00°51'57" E	52.90'
L5	N 89°08'03" E	15.00'
L6	N 00°51'57" W	52.90'
L7	N 78°56'48" E	12.00'
L8	N 00°50'03" W	15.24'
L9	S 01°03'12" E	40.00'
L10	N 88°56'48" E	17.51'
L11	S 00°51'57" E	8.68'
L12	S 89°08'03" W	15.00'
L13	N 00°51'57" W	8.68'
L14	S 88°56'48" W	17.51'
L15	N 01°03'12" W	15.00'

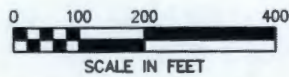
CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BRG	CHORD
C1	27°46'04"	121.16'	250.00'	S 65°03'46" W	119.98
C2	52°02'41"	81.75'	90.00'	S 25°09'23" W	78.97
C3	52°02'41"	68.13'	75.00'	N 25°09'23" E	65.81
C4	27°46'04"	113.89'	235.00'	N 65°03'46" E	112.78
C5	61°58'45"	97.36'	90.00'	S 60°03'50" E	92.68
C6	28°12'30"	123.08'	250.00'	S 14°58'12" E	121.84
C7	28°12'30"	115.70'	235.00'	N 14°58'12" W	114.53
C8	61°58'45"	81.13'	75.00'	N 60°03'50" W	77.23

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Jonathon Bailey* Sep 18 2019 2:21 PM
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: 12531
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL:
 1 of 3, 2 of 3 and 3 of 3



SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT A PART OF NE 1/4 SW 1/4 SEC. 14-80-7 WATTS DEVELOPMENT GROUP, INC. NORTH LIBERTY, JOHNSON COUNTY, IOWA		
DATE	SCALE	AS SHOWN
DRAWN JSB	FIELD BOOK	-
APPROVED JSB	REVISION	-

PROJECT NO.
118414-0

SHEET NO.
1 of 3

{00302575 3}

EXHIBIT A

EASEMENT EXHIBIT PERMANENT UTILITY EASEMENT A PART THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 14-80-7 NORTH LIBERTY, JOHNSON COUNTY, IOWA

DESCRIPTION PERMANENT UTILITY EASEMENT A

That part of the Northeast Quarter of the Southwest Quarter, Section 14, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of said Southwest Quarter;

thence North 88°56'48" East 2312.57 feet along the north line of said Southwest Quarter (assumed bearing for this description only);

thence continuing North 88°56'48" East 351.62 along said north line to the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 14;

thence South 0°50'03" East 40.00 feet along the west line of said Northwest Quarter of said Southeast Quarter to the point of beginning;

thence South 78°56'48" West 14.70 feet;

thence southwesterly 121.16 feet along the arc of a 250.00 foot radius curve concave southeasterly (chord bearing South 65°03'46" West 119.98 feet);

thence southerly 81.75 feet along the arc of a 90.00 foot radius curve concave southeasterly (chord bearing South 25°09'23" West 78.97 feet);

thence South 0°51'57" East 52.90 feet;

thence North 89°08'03" East 15.00 feet;

thence North 0°51'57" West 52.90 feet;

thence northeasterly 68.13 feet along the arc of a 75.00 foot radius curve concave southeasterly (chord bearing North 25°09'23" East 65.81 feet);

thence northeasterly 113.89 feet along the arc of a 235.00 foot radius curve concave southeasterly (chord bearing North 25°09'23" East 112.78 feet);

thence North 78°56'48" East 12.00 feet to a point of intersection with the west line of said Northwest Quarter of said Southeast Quarter;

thence North 0°50'03" West 15.24 feet along said west line to the point of beginning and containing 3881 square feet more or less.

SHIVEHATTERY

ARCHITECTURE + ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245

319.354.3040 | www.shive-hattery.com

Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT			PROJECT NO.
A PART OF NE 1/4 SW 1/4 SEC. 14-80-7			118414-0
WATTS DEVELOPMENT GROUP, INC.			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	BY	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

SHEET NO.
2 of 3

{00302575 3}

EXHIBIT A

EASEMENT EXHIBIT
PERMANENT UTILITY EASEMENT
A PART THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
SECTION 14-80-7
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DESCRIPTION
 PERMANENT UTILITY EASEMENT B

That part of the Northeast Quarter of the Southwest Quarter, Section 14, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of said Southwest Quarter;

thence North 88°56'48" East 2312.57 feet along the north line of said Southwest Quarter (assumed bearing for this description only);

thence South 1°03'12" East 40.00 feet to the point of beginning;

thence North 88°56'48" East 17.51 feet;

thence southeasterly 97.36 feet along the arc of a 90.00 foot radius curve concave southwesterly (chord bearing South 60°03'50" East 92.68 feet);

thence southeasterly 123.08 feet along the arc of a 250.00 foot radius curve concave southwesterly (chord bearing South 14°58'12" East 121.84 feet);

thence South 0°51'57" East 8.68 feet;

thence South 89°08'03" West 15.00 feet;

thence North 0°51'57" East 8.68 feet;

thence northwesterly 115.70 feet along the arc of a 235.00 foot radius curve concave southwesterly (chord bearing North 14°58'12" West 114.53 feet);

thence northwesterly 81.13 feet along the arc of a 75.00 foot radius curve concave southwesterly (chord bearing North 60°03'50" West 77.23 feet);

thence South 88°56'48" West 17.51 feet;

thence North 0°03'12" West 15.00 feet to the point of beginning and containing 3522 square feet more or less.

SHIVEHATTERY
 ARCHITECTURE + ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | www.shive-hattery.com

{00302575 3}

Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT A PART OF NE 1/4 SW 1/4 SEC. 14-80-7 WATTS DEVELOPMENT GROUP, INC. NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	9/16/19	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

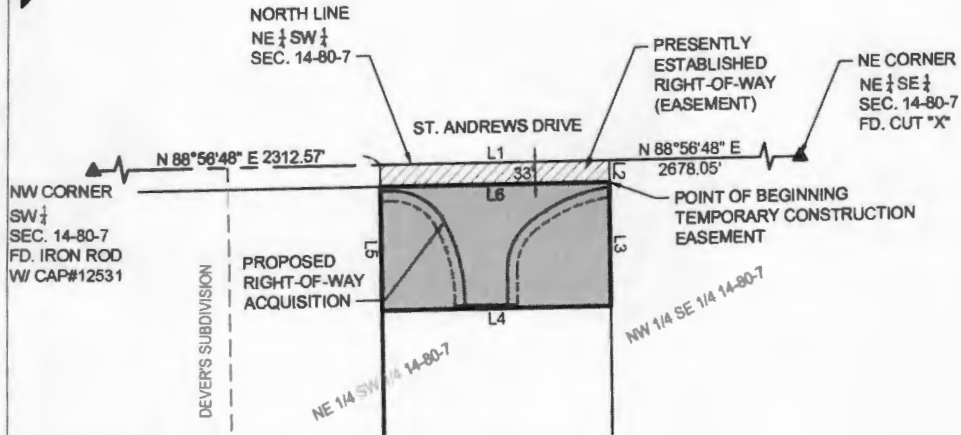
PROJECT NO.
118414-0

SHEET NO.

3 of 3

EXHIBIT B

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 14-80-7 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 88°56'48" E	351.62'
L2	S 00°50'03" E	33.00'
L3	S 00°50'03" E	187.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
L4	S 88°56'47" W	350.78'
L5	N 01°03'12" W	187.00'
L6	N 88°56'48" E	351.49'

DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

That part of the Northeast Quarter of the Southwest Quarter, Section 14, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of said Southwest Quarter;

thence North 88°56'48" East 2312.57 feet along the north line of said Southwest Quarter (assumed bearing for this description only);

thence continuing North 88°56'48" East 351.621 along said north line to the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 14;

thence South 0°50'03" East 33.00 feet along the west line of said Northwest Quarter of said Southeast Quarter to the point of beginning;

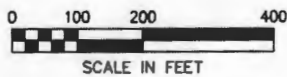
thence continuing South 0°50'03" East 187.00 feet along said west line;

thence South 88°56'47" West 350.78 feet;

thence North 1°03'12" West 187.00 feet;

thence North 88°56'48" East 351.49 feet to the point of beginning.

Total area 1.51 acres. Net area of 0.99 acres excluding proposed right-of-way acquisition.



SHIVEHATTERY
ARCHITECTURE + ENGINEERING
2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT A PART OF NE 1/4 SW 1/4 SEC. 14-80-7 WATTS DEVELOPMENT GROUP, INC. NORTH LIBERTY, JOHNSON COUNTY, IOWA		
DATE	9/12/19	SCALE AS SHOWN
DRAWN	ISB	FIELD BOOK
APPROVED	ISB	REVISION

PROJECT NO
118414-0

SHEET NO
1 of 3

{00302575 3}

Resolution No. 2019-125

A RESOLUTION APPROVING THE PUBLIC EASEMENT AGREEMENT BETWEEN WATTS GROUP DEVELOPMENT, INC. AND THE CITY OF NORTH LIBERTY

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

WHEREAS, the City of North Liberty is planning the St. Andrews Drive Improvements Project adjacent to property owned by Watts Group Development, Inc.;

WHEREAS, a temporary construction easement is necessary for the project;

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Watts Group Development, Inc. is approved for the St. Andrews Drive Improvements Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 26th day of November, 2019.

CITY OF NORTH LIBERTY:

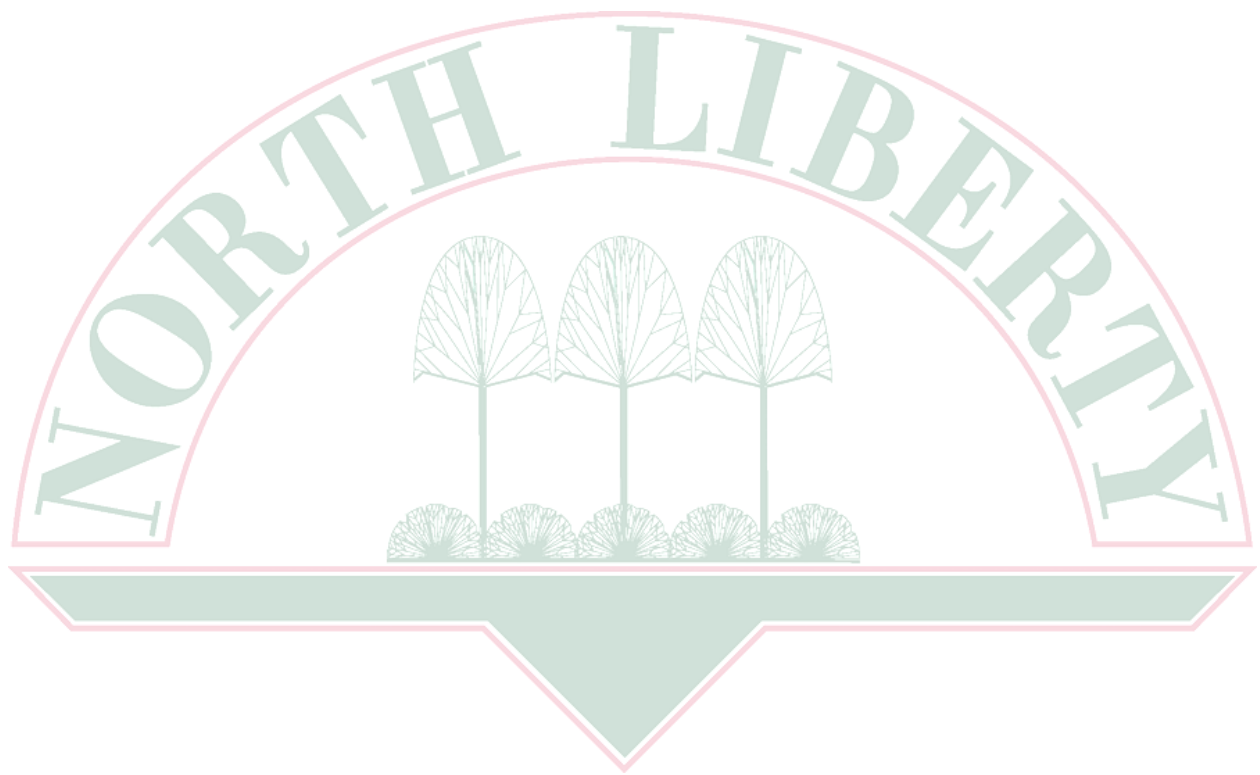
TERRY L. DONAHUE, MAYOR

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

Annual Appropriations



Resolution No. 2019-126

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 \$76,525.00 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2020 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, 2020.

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 \$76,525.00 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2020.

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, 2019 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 26th day of November, 2019.

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. 2019-127

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 \$269,321.00 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2020 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, 2020.

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 \$269,321.00 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2020.

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, 2019 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 26th day of November, 2019.

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. 2019-128

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 \$32,092.00 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2020 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, 2020.

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 \$32,092.00 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2020.

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, 2019 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 26th day of November, 2019.

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 21 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*: \$ **12,722,441**

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

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

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

Notes/Additional Information:

Dated this 26th day of November, 2019

Signature of Authorized Official 319/626-5700
Telephone

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

City: North Liberty County: Johnson

Urban Renewal Area Name: North Liberty

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>2014C TIF Bond</u> <u>City needs \$343,800 in princ/int/pa fees</u> <u>100% of debt paid with TIF</u>	<u>10/30/2014</u>	<u>337,700</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>University of Iowa Community Credit Union Development Agreement</u> <u>100% TIF Taxes</u> <u>Payment 7 of 8</u>	<u>11/26/2019</u>	<u>662,789</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. <u>2015A GO Bond</u> <u>City needs \$ 293,350 in princ/int/pa fees</u>	<u>10/07/2015</u>	<u>293,350</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <u>2018A TIF/GO Bond</u> <u>City needs \$609,603 in princ/int/pa fees</u>	<u>10/15/2018</u>	<u>609,603</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. <u>REDLG Loan for the Library Project</u> <u>Year 7 of 10</u>	<u>10/22/2013</u>	<u>40,000</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 1: 1,943,442

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

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

City: North Liberty County: Johnson

Urban Renewal Area Name: North Liberty

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
<p>6. <u>TIF Rebate Agreement A & M Property</u> <u>Refunding TIF taxes paid up to a maximum rebate of \$5,000,000.</u> <u>Total rebated to date (including this payment): \$780,203</u> <u>(Includes GEICO certification)</u></p>	<u>02/08/2011</u>	<u>269,321</u>
<p><input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>7. <u>Spotix Development Agreement</u> <u>Payment 3 of 7. Employment requirement starts in 2018. Min investment of</u> <u>\$1,900,000.00</u></p>	<u>11/26/2019</u>	<u>76,525</u>
<p><input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>8. <u>Corridor Media Properties Development Agreement</u> <u>Assignment from A & M Development. Year 3 of 10. Office Premium</u></p>	<u>11/26/2019</u>	<u>32,092</u>
<p><input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>9. <u>2017 A TIF Bond</u> <u>City needs \$135,650 in princ/int/pa fees</u></p>	<u>04/27/2017</u>	<u>135,650</u>
<p><input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>10. <u>2017B TIF Bond</u> <u>100% TIF Bond</u> <u>City needs \$1,285,281 in princ/int/pa fees</u></p>	<u>5/30/2017</u>	<u>1,285,281</u>
<p><input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		

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

Total For City TIF Form 1.1 Page 2: 1,798,869

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

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

City: North Liberty County: Johnson

Urban Renewal Area Name: North Liberty

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
11. <u>2019A GO/TIF Bond</u> <u>City needs \$976,678 in princ/int/pa fees</u> <u>Fully certified in FY 21</u>	<u>8/13/2019</u>	<u>8,980,130</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
12. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
13. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
14. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
15. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 3: 8,980,130

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

Greenbelt Trail Developer's Agreement



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

**DEVELOPER'S AGREEMENT
GREENBELT TRAIL SUBDIVISION PART ONE**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Greenbelt Trail, L.L.C., hereinafter referred to as "Developer."

SECTION 1. REQUEST FOR PLAT APPROVAL.

Developer has requested that the City approve the proposed final plat, attached hereto as Exhibit A and incorporated herein by reference, for a subdivision known as Greenbelt Trail Subdivision Part One (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M., NORTH LIBERTY, JOHNSON COUNTY, IOWA, LYING NORTH OF DAHNOVAN ESTATES AS RECORDED IN BOOK 60, PAGE 310 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER AND ALSO LYING WEST OF NORTH LIBERTY ROAD NE

AND

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M., NORTH LIBERTY, JOHNSON COUNTY, IOWA LYING WEST OF NORTH LIBERTY ROAD NE

As part of this request, Developer acknowledges full ownership of the real estate described above.

SECTION 2. CONDITIONS OF PLAT APPROVAL AND RIGHT TO PROCEED.

A. The City agrees that it will approve the final plat of this subdivision upon the conditions that:

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;
3. The public improvements have been constructed and accepted by the City or, in the event the Developer requests and the City agrees to the construction of the public improvements after final plat approval, the Developer has complied with the security requirements set forth in Section 180.11(8) of the Code of Ordinances and Section 7 of this Agreement; and
4. The Developer enters into and abides by this Agreement.

B. The Developer further agrees that this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property.

C. The Developer may not grade or otherwise disturb the earth, remove trees, construct sanitary sewer mains, storm sewer mains, water mains, streets, utilities, public or private improvements or any buildings until the following conditions have been satisfied:

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;
2. The Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement;
3. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and
4. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.

A. **Development Standards.** The subdivision shall be developed according to the preliminary and final subdivision plats as approved by the City and according to the plans and specifications as approved by the City. All plans shall be approved before the commencement of any work in accordance with the subdivision plat. There shall be no variance from the subdivision plats, or from the construction plans and specifications, unless approved in writing by the City.

B. **Public Improvement Standards.**

1. All improvements and facilities described in this Agreement shall be constructed and installed by the Developer according to the plans, specifications, ordinances and standards of the City and in accordance with all applicable federal and state laws and regulations. All required inspections shall be performed by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications. These improvements and facilities include but are not limited to public water system; sanitary sewer system; storm sewer and drainageway system; site grading; underground utilities; setting for lot and block monuments; and surveying and staking.

2. The Developer acknowledges that it and its successors and assigns, including but not limited to builders and contractors, are responsible for meeting all requirements set out in approved plans, engineering specifications, City ordinances, City policies, other City standards, applicable state laws and regulations, and applicable federal laws and regulations. More specifically, the Developer and its successors and assigns waive as a defense to any claims of negligence that the City failed to discover or identify to the Developer any act or omission that does not meet the standards set out in approved plans, engineering specifications, City ordinances, City policies, other City standards, applicable state laws and regulations, and applicable federal laws and regulations.

C. **Standard Requirements.** Further, the Developer agrees that:

1. All streets shown on the plat will be constructed of concrete paving with concrete curb and gutter as shown on the approved construction plans and will be dedicated to the City.

2. The Developer shall provide for the installation of all electric lines, street lights, gas mains, telephone lines and other utility facilities that are necessary at the Developer's sole cost. Developer further agrees that all utilities shall be installed underground.

3. Any decorative street lighting must be approved by the City and installed at the Developer's sole cost.

4. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the Developer shall install sidewalks in said subdivision abutting said lots per the widths approved on the preliminary plat, in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown on the plat or otherwise specified in this agreement. Notwithstanding this provision, any ADA-required ramps shall to be installed at the time other public improvements are installed.

5. The Developer shall submit a storm water management plan that will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The Developer agrees to dispose of all storm water through the approved storm water and drainageway system as set forth in the storm water management plan. The design and construction of a storm water detention basin, if required by the City for this development, shall be in compliance with the City's current storm water management ordinances and policies. The Developer shall have a duty to continue the drainage across the property, and, in no event, shall the Developer create an undue hardship on the adjoining property owners in the manner in which storm water runoff and drainage is managed. The Developer may reserve a drainage easement across all or a portion of the outlots within the subdivision for management of storm water runoff and drainage from the subdivision and other areas whose storm water may be more efficiently detained and drained by the utilization of such easement.

6. The Developer shall provide water, sewer, utility and drainage easements as shown on the plat.

7. Any wells shall be abandoned in accordance with applicable local, state and federal laws and regulations.

8. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval.

D. Additional Requirements. Further, the Developer agrees that:

1. The Developer shall pay the following costs:
 - a) East Trunk Sewer tap-on: \$80,974.59 (\$3,992.83 x 20.28 acres).
 - b) Water Main tap-on: \$25,678.73 (\$38.47 per linear foot x 667.5 feet).
 - c) North Liberty Road Improvements: \$125,029.43 (\$187.31 per linear foot x 667.5 feet)

These costs shall be submitted to the City in full prior to Council approval of the final plat. Said payment shall be deemed fully released by the Developer and accepted by the City upon approval of the respective final plat.

2. Off-site easements will need to be provided prior to construction plan approval.

3. Developer agrees to construct an 8' trail along the eastern border of the subdivision as provided in the preliminary plat. Said trail shall be completed prior to final plat approval, notwithstanding the provisions of Section 3(C)(4) above. City agrees to reimburse Developer for 60% of the documented, actual and reasonable costs of construction for said trail within 90 days of final plat approval.

4. The Developer agrees to explore for existing tile lines, and to cap or connect any tile lines to the City's storm sewer system as directed by the engineer for the Greenbelt Trail Subdivision Part One, and as approved by the City. The location and depth of the digging and the required action upon completion of the digging shall be subject to review and approval of the City Engineer. For any capping or connecting activities required under this section, standard plastic tile and connectors are acceptable materials.

5. The preliminary plat provides that Ogden Drive and its sidewalks stop a certain distance east of the western boundary of the Greenbelt Trail Subdivision Part One. The Developer agrees to pay the City the sum of \$11,058.20 at the time of final plat approval to complete the extension of Ogden Drive and the sidewalks on the north and south of Ogden Drive to the western boundary of the Greenbelt Trail Subdivision Part One. Developer further agrees to grant the City and its agents, successors, or assigns all easements and rights necessary and appropriate for the completion of said extension, if such infrastructure shall not be constructed by Developer.

6. Prior to final plat approval, Developer shall, at its option, either
 - a. Establish the landscaping depicted in "Detail 1" of the preliminary plat, or
 - b. Pay to the City such sums as may be reasonably estimated by the City as necessary to establish said landscaping, which the City may thereafter install or arrange to be installed.

7. Developer agrees that, notwithstanding any other provision in this Agreement, and concurrently with the connection of Ogden Drive to future development to the west, such that additional means for ingress and egress for fire apparatus vehicles becomes open and available to the subdivision as contemplated by Section D107.1 of the 2018 International Fire Code, Developer shall be solely responsible for the removal of the temporary fire apparatus turnaround situated in Outlot B, and for the modification of that former turnaround area so as to conform to the character of the surrounding properties, such modification including the installation of sidewalks and curbing, and laying sod or seed as is reasonably practicable. Such modification shall be made at the Developer's sole expense, and completed as promptly as is reasonably practicable following said connection of Ogden Drive to the west, but in no event later than one year following said connection. Developer agrees that the obligations arising from this Section 3(D)(7) are not assignable to a homeowners association.

8. The City agrees to pay Greenbelt Trail, L.L.C. \$6,536.60 in exchange for the oversizing of the sanitary sewer line to serve future development. Such payment shall be made at the time of final plat approval.

E. Homeowners Association. The Developer agrees that a homeowners association, hereinafter referred to as "HOA," shall be created prior to approval of any final plats and subject to the following requirements.

1. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the HOA, which shall then be recorded at the Developer's expense. The City shall thereafter be provided notices concerning any reorganization of the HOA, dissolution of the HOA, changes in membership in the HOA, or proposed changes in any duties or responsibilities of the HOA that directly affect the City.

2. Said HOA shall include as members the owners of all buildable lots within the underlying preliminary plat.

3. After the final plat is approved and recorded, the Developer shall transfer all outlots to the HOA.

4. The HOA shall own in perpetuity and be responsible for the maintenance of all outlots within the boundaries of the preliminary plat, including but not limited to stormwater management facilities and landscape buffers, consistent with all terms and conditions set out in this Agreement.

5. No signs may be erected or maintained on any outlot within the boundaries of the preliminary plat, other than either (a) one monument sign identifying the development and located at such place on Outlot A as the Developer shall select, or (b) a sign incorporated into a retaining wall at either the northwest corner or the southwest corner of the intersection of Salm Drive and North Liberty Road, as the Developer shall select. The HOA shall promptly remove any other signs placed on any outlot. The City is empowered to remove and dispose of any such signs, without prior notice or reimbursement.

6. The Developer acknowledges and agrees that the all lots within the jurisdiction of the HOA will be specifically benefited by the maintenance of all outlots, and the cost of such maintenance need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities, if necessary, in the event the City incurs costs due to the failure of the HOA or its members to maintain the outlots.

F. Developer's Obligations. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein, nor shall the Developer be deemed to be acting as the City's agent during the original construction and installation of the above-described improvements. The parties agree that the obligation to install the above-described public improvements herein shall be in accordance with the plans and specifications drafted by the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

SECTION 4. PUBLIC UTILITIES.

Developer agrees that it will obtain any necessary concurrence of utility or other easements from appropriate utility companies. Developer agrees that it will provide for the continuation of all required water, sanitary sewer and storm drainage facilities. The

Developer agrees that it will connect and use existing public water supplies in accordance with the North Liberty Municipal Code and that the Developer will provide a plan outlining the drainage of the land and indicating the manner in which the drainage will be accommodated and will connect to the existing storm water sewer systems when available in accordance with the plan approved by the City Engineer.

SECTION 5. EROSION CONTROL AND GRADING.

A. **Erosion Control.** Before any grading or utility construction is commenced or building permits are issued, the Developer shall design and implement an erosion control plan which shall be reviewed and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan or any supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion and assess the costs of such action to the Developer or to the property, or both. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. It is anticipated that all of such areas shall be seeded with prairie grasses and/or other natural plantings so as to minimize the need for frequent mowing and other maintenance.

B. **Grading.** No grading of any nature may occur on this property until a grading plan is implemented by the Developer and approved by the City. Within ninety (90) days after the completion of any grading, the Developer shall provide the City with an "as-constructed" grading plan and a certification by registered land surveyor or engineer that all ponds, swales and ditches, if any, have been constructed in accordance with the plans approved by the City.

SECTION 6. PHASED DEVELOPMENT.

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's Agreements for such phases are approved by the City.

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

A. If all the public improvements and facilities as provided in this agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities plus ten percent prior to the

approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no building permits will be issued until all the public improvements and facilities are constructed and accepted by the City.

B. In the event the Developer, its assigns or successors in interest, should sell or convey lots in said subdivision without having constructed the public improvements and facilities as provided in this Agreement or without the City having accepted all public improvements and facilities; or the Developer, its assigns or successors in interest in said subdivision, shall fail to construct sidewalks as set forth in Section 3(C)(4), the City shall have the right to install and construct said improvements, facilities and sidewalks. Unless City is fully reimbursed for these costs from the escrowed money or surety bond held by the City, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code. It is further provided that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution until properly released as hereinafter provided.

C. The Developer acknowledges and agrees that all lots of the subdivision are specifically benefited by the public improvements, facilities and sidewalks, and the cost of such public improvements, facilities and sidewalks need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities.

SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

A. The Developer shall submit to the City, for approval by the City Engineer, plans and specifications for the construction of improvements in the subdivision which have been prepared by a registered professional civil engineer. The Developer shall obtain approval of the construction plans and all necessary permits from the appropriate city, state and federal agencies before proceeding with construction. In addition, the Developer shall cause to have its engineer provide adequate field inspection personnel to ensure that an acceptable level of quality control is maintained.

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction, and consultation with the Developer and its engineer on the status, progress or other issues regarding the project. The Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other

infrastructure improvements. The engineering administrative fee and construction observation fees to be paid by the Developer shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by the Developer.

SECTION 9. RELEASE.

The City agrees that when the public improvements, facilities and sidewalks required by Section 3 of this Agreement have been installed to the satisfaction of the City, it will promptly issue appropriate releases of various lots of the subdivision for recording in the Johnson County Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said subdivision.

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

A. The Developer agrees and is fully obligated to perform as provided in this Agreement. The Developer is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of the Developer, its employees, agents or assigns, to perform is not a defense for the Developer against any action to be taken by the City.

B. In the event of default by the Developer regarding any work to be performed by the Developer under this Agreement, the City may, at its option, perform the work and bill the Developer for said work. The Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given written notice of the work in default, and has not cured such default within fourteen (14) days of such notice. This Agreement is an authorization for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter upon the property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against all of the property located in the subdivision.

SECTION 11. AUTHORIZATION TO ENTER PREMISES.

Developer grants the City, its agents, employees, officers and contractors, authorization to enter the subdivision area to perform all work and inspections deemed appropriate and necessary by the City in conjunction with this development.

SECTION 12. FEES.

The Developer agrees to record this Agreement and to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this subdivision project. A copy of this recorded Agreement will be provided to the City.

SECTION 13. TIME OF PERFORMANCE.

Developer shall install all required public improvements, except for sidewalk construction deferred in accordance with Section 3(C)(4), within two (2) years from the date of City approval of this Agreement. In the event that the Developer fails to install the required public improvements within the above-referenced time, authorization to proceed with the development shall cease, and the Developer shall be required to seek reauthorization and approval of this development. Developer may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

SECTION 14. MISCELLANEOUS.

A. The Developer represents and states that the plat complies with all city, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations. The City may, at its option, refuse to allow construction or development work in the subdivision until the Developer complies with the appropriate law or regulation. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, occupancy permits or other permits.

D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.

F. Except as hereinafter provided, the Developer may not assign this Agreement or the obligations imposed by this Agreement without the written permission of the City Council or as otherwise provided in this Agreement. This restriction shall not apply to another entity solely owned and controlled by the members of the Developer, which assignment shall not serve to release Developer from the obligations undertaken hereunder.

G. The Developer's obligations under this Agreement shall continue in full force and effect even if the Developer sells a portion of the subdivision, the entire platted area, or any part thereof.

H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City. Notwithstanding the foregoing, the Developer shall transfer the ownership of all outlots within the subdivision to the HOA, which shall assume the obligation to maintain and repair the stormwater detention facility and other infrastructure on said outlots, and Developer shall be released from any further liability or responsibility to repair or maintain the infrastructure on said outlots.

I. The Developer shall take out and maintain a public liability and property damage insurance policy covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

J. The Developer shall record any restrictive or protective covenants for the subdivision. A copy of the recorded restrictive or protective covenants will be provided to the City.

K. The Developer shall record the original copy of this Agreement, with all requisite signatures, at the time the other final plat documents are recorded as required by law.

SECTION 15. NOTICES.

Required notices to the Developer shall be in writing and shall either be hand delivered to the Developer, its agents or employees, or mailed to the Developer by registered mail at the following address:

Greenbelt Trail, L.L.C.
c/o Robert N. Downer
122 S. Linn Street
Iowa City, IA 52240

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by registered mail in care of the City Administrator at the following address:

North Liberty City Administrator
P.O. Box 77
North Liberty, IA 52317

Notices mailed in conformance with this section shall be deemed properly given.

SECTION 16. SUCCESSORS AND ASSIGNS.

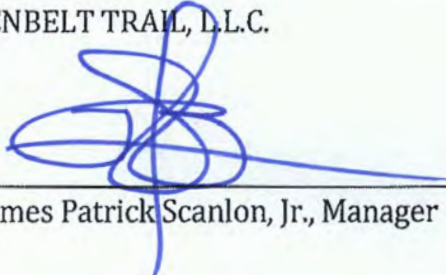
This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the parties, their successors and assigns.

DATED this ___ day of _____, 2019.

CITY OF NORTH LIBERTY, IOWA

GREENBELT TRAIL, L.L.C.

By: _____
Terry L. Donahue, Mayor

By:  _____ 11/14/2019
James Patrick Scanlon, Jr., Manager

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA)
)
JOHNSON COUNTY) SS:

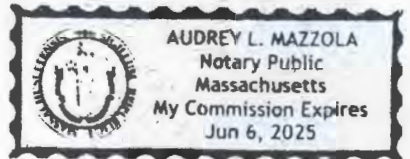
On this ___ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ___ day of _____, 2019; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

sw Commonwealth of Massachusetts
sw STATE OF IOWA)
County of Norfolk)
JOHNSON COUNTY) SS:

This instrument was acknowledged before me on this 14 day of November, 2019, by James Patrick Scanlon, Jr. as Manager of Greenbelt Trail, L.L.C., Developer.

sw
Audrey Mazzola
Notary Public in and for the State of Iowa
sw
Commonwealth of Massachusetts



[EXHIBIT "A" - MARK AND ATTACH FINAL PLAT]

PRELIMINARY PLAT FOR GREENBELT TRAIL SUBDIVISION

NORTH LIBERTY, JOHNSON COUNTY, IOWA



PLAT APPROVED BY THE CITY OF NORTH LIBERTY

PLAT PREPARED BY:
HALL & HALL ENGINEERS, INC.
1860 BOYSON ROAD
HIAWATHA, IA 52233
(319) 362-9548

OWNER/APPLICANT:
GREENBELT TRAIL, L.L.C.
PO BOX 323
OKOBOJI, IA 51355
(617) 734-0446
scanlonfarms@gmail.com

APPLICANT'S ATTORNEY:
ROBERT N. DOWNER
122 S LINN STREET
IOWA CITY, IA 52240

ZONING/LAND USE:
EXISTING ZONING: ID
PROPOSED ZONING: RS-6

DIMENSIONAL STANDARDS:
MINIMUM LOT SIZE REQUIREMENTS
FRONTAGE: 35 FT
WIDTH: 70 FT
AREA: 7,000 FT²
MINIMUM YARD REQUIREMENTS
FRONT YARD DEPTH: 25 FT
SIDE YARD DEPTH: 8 FT
REAR YARD DEPTH: 30 FT
MAXIMUM BUILDING PARAMETERS
MAX HEIGHT: 35 FT OR 2.5 STORIES

LANDSCAPE BUFFER PLANTING:
(ALONG NORTH LIBERTY ROAD)
AS SHOWN ON DETAIL 1

LEGAL DESCRIPTION:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M., NORTH LIBERTY, JOHNSON COUNTY, IOWA, LYING NORTH OF DAHNOVAN ESTATES AS RECORDED IN BOOK 60, PAGE 310 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER AND ALSO LYING WEST OF NORTH LIBERTY ROAD NE

AND

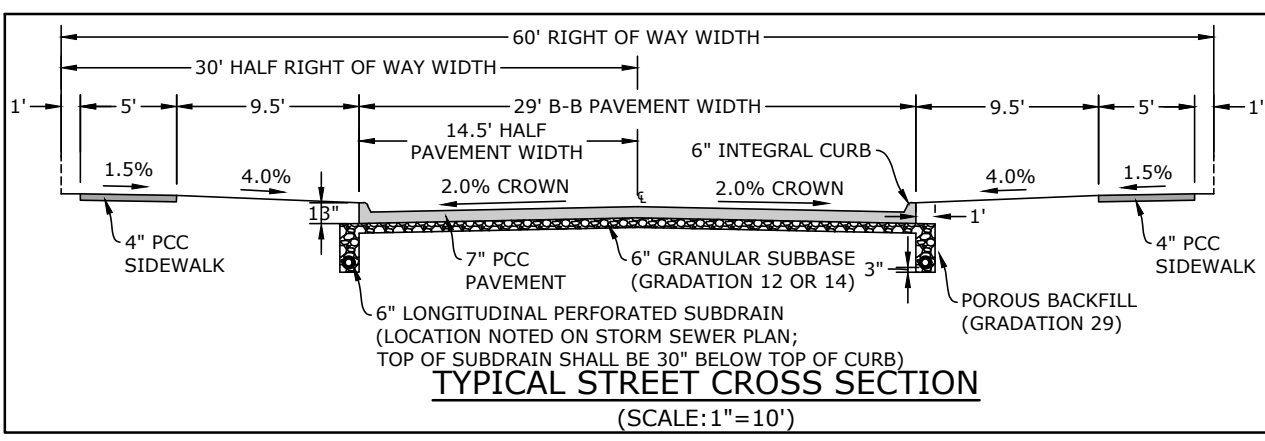
THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M., NORTH LIBERTY, JOHNSON COUNTY, IOWA LYING WEST OF NORTH LIBERTY ROAD NE

PROPERTY AREA:

20.28 ACRES

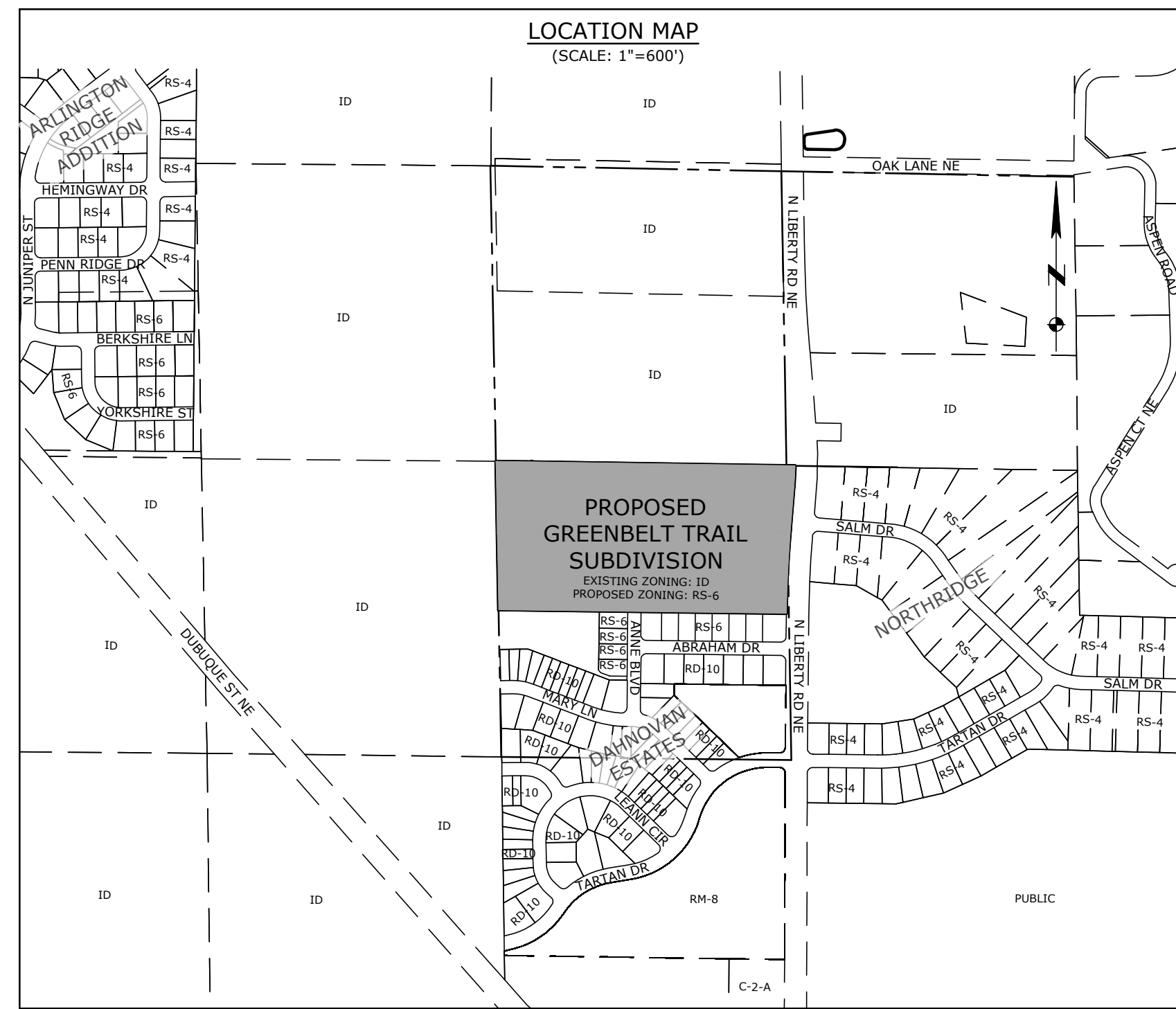
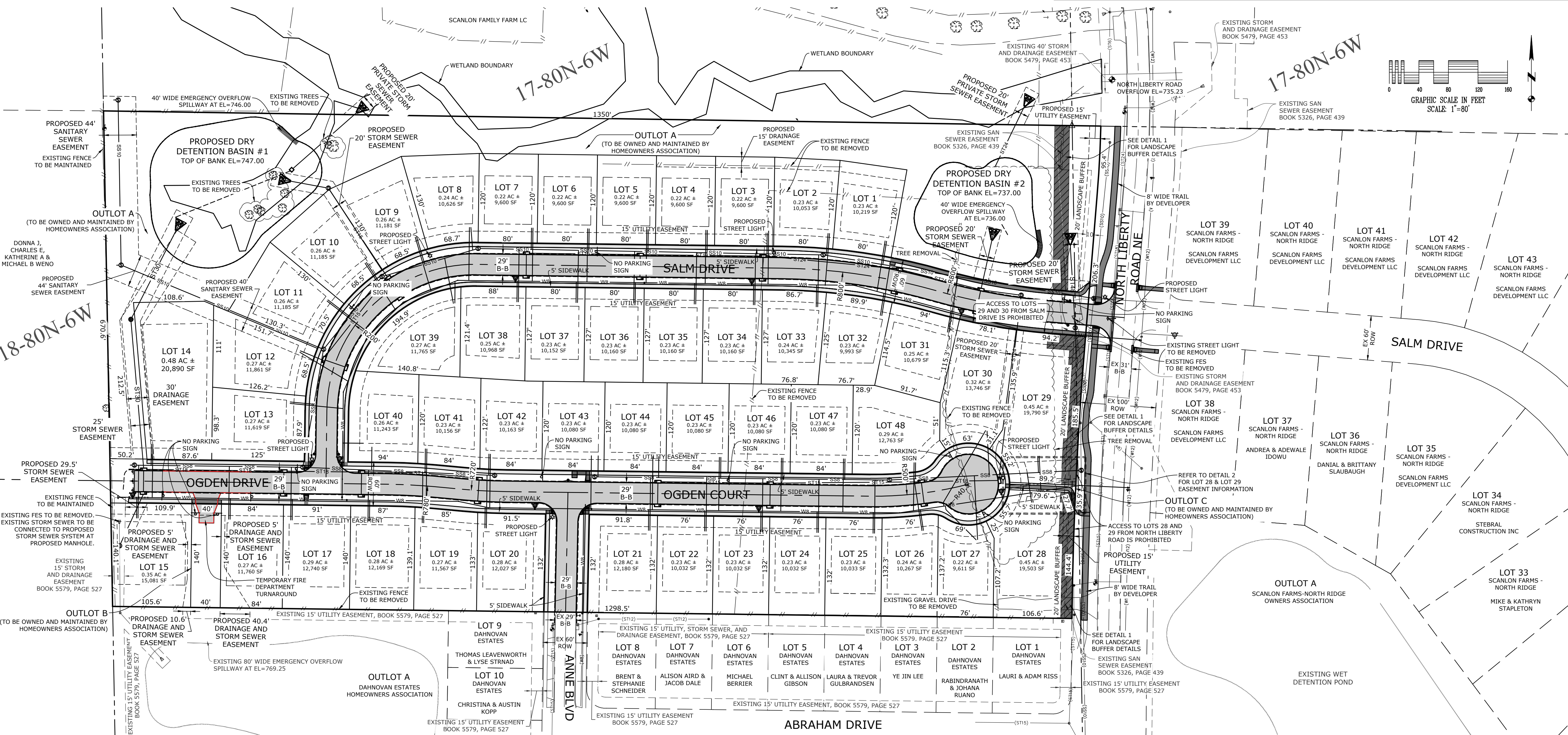
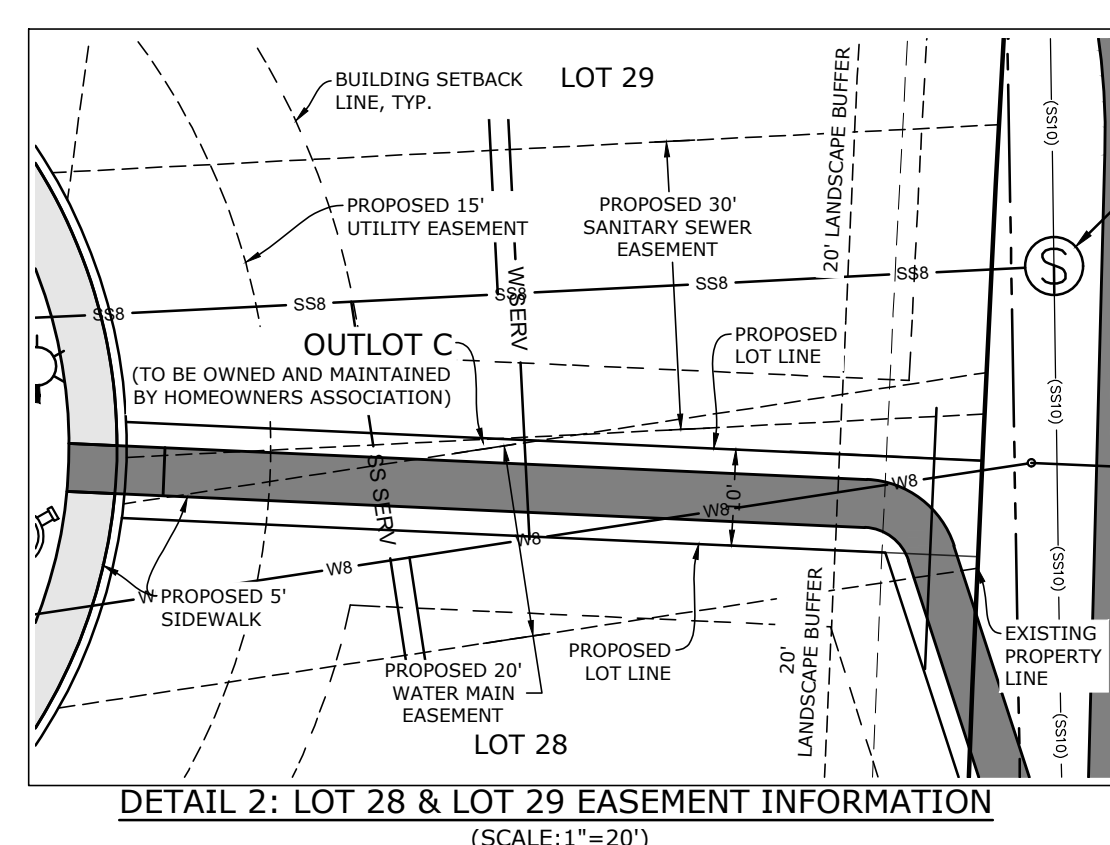
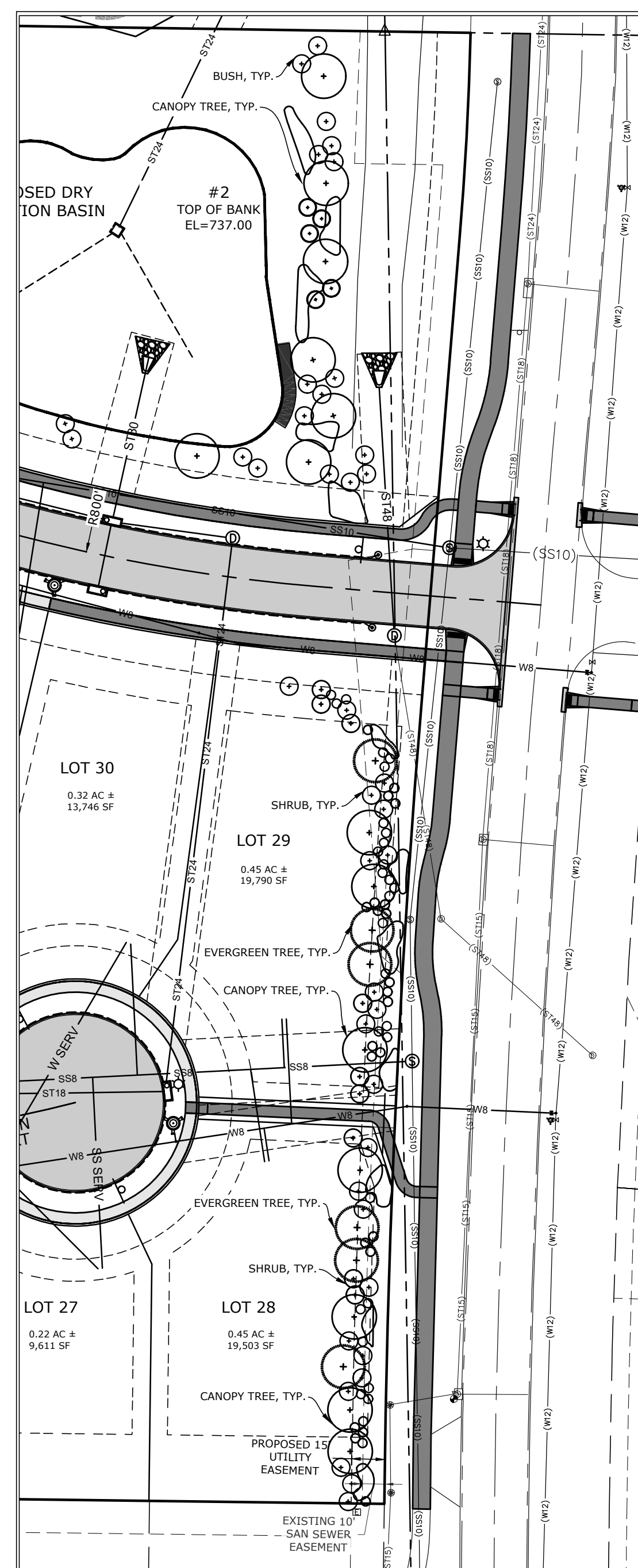
NOTES:

1. ACCESS TO LOTS 28 AND 29 FROM NORTH LIBERTY ROAD IS PROHIBITED.
2. ACCESS TO LOTS 29 AND 30 FROM SALM DRIVE IS PROHIBITED.



UTILITY LEGEND		PROPOSED	
(SS8)	SANITARY SEWER W/SIZE	SS8	SANITARY SEWER
(ST15)	STORM SEWER W/SIZE	ST18	STORM SEWER
(WB6)	FORCE MAIN W/SIZE	FM6	FORCE MAIN
(WB)	WATER MAIN W/SIZE	WM12	WATER MAIN
(G)	GAS	G	GAS
(OHE)	ELECTRIC-OVERHEAD		
(E)	ELECTRIC-UNDERGROUND		
(C)	CABLE TV-UNDERGROUND		
(OHT)	TELEPHONE-OVERHEAD		
(OHF)	FIBER OPTIC-OVERHEAD		
(F)	FIBER OPTIC-UNDERGROUND		
(OHF)	FIBER OPTIC-UNDERGROUND		
(T)	TELEPHONE-UNDERGROUND		
(CORP)	CITY CORPORATION LIMITS	(CORP)	CITY CORPORATION LIMITS
(CORP)	PROPERTY LINE	(CORP)	PROPERTY LINE
(CORP)	CITY CORPORATION LIMITS	(CORP)	CITY CORPORATION LIMITS
(CORP)	EASEMENT	(CORP)	EASEMENT
(CORP)	CITY CORPORATION LIMITS	(CORP)	CITY CORPORATION LIMITS
(CORP)	CONTOUR LINE	(CORP)	CONTOUR LINE
(CORP)	LIGHT POLE W/O MAST	(CORP)	LIGHT POLE W/O MAST
(CORP)	LIGHT POLE W/MAST	(CORP)	LIGHT POLE W/MAST
(CORP)	TELEPHONE POLE	(CORP)	TELEPHONE POLE
(CORP)	POWER POLE	(CORP)	POWER POLE
(CORP)	GUY ANCHOR	(CORP)	GUY ANCHOR
(CORP)	GUY POLE	(CORP)	GUY POLE
(CORP)	TELEPHONE PEDESTAL	(CORP)	TELEPHONE PEDESTAL
(CORP)	TELEPHONE MANHOLE	(CORP)	TELEPHONE MANHOLE
(CORP)	CABLE TV PEDESTAL	(CORP)	CABLE TV PEDESTAL
(CORP)	UTILITY/CONTROL CABINET	(CORP)	UTILITY/CONTROL CABINET
(CORP)	SANITARY MANHOLE	(CORP)	SANITARY MANHOLE
(CORP)	STORM MANHOLE	(CORP)	STORM MANHOLE
(CORP)	GRATE INTAKE	(CORP)	GRATE INTAKE
(CORP)	RA-3 INTAKE	(CORP)	RA-3 INTAKE
(CORP)	RA-5 INTAKE	(CORP)	RA-5 INTAKE
(CORP)	RA-6 INTAKE	(CORP)	RA-6 INTAKE
(CORP)	RA-8 INTAKE	(CORP)	RA-8 INTAKE

NOTES:
1. THIS IS A STANDARD LEGEND. SOME ITEMS MAY NOT APPEAR ON DRAWINGS.



DRAWN BY: DAL	CHECKED BY: LMH	APPROVED BY:	DATE: 11-18-2019
FIELD BOOK: ###	NO.	REVISION DESCRIPTION	APPROVED DATE

HALL & HALL ENGINEERS, INC.
Leaders in Land Development Since 1953
1860 BOYSON ROAD, HIAWATHA, IOWA 52233
PHONE: (319) 362-9548 FAX: (319) 362-7550
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE
LAND SURVEYING • LAND DEVELOPMENT PLANNING

GREENBELT TRAIL SUBDIVISION
IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

PRELIMINARY PLAT
SCALE: 1"=80'
PROJECT NO: 9749-GBT
SHEET 1

CAD File: I:\projects\9700\9749-GBT Scanlon Farms Greenbelt Trail\9749-GBT.dwg Date Plotted: Monday, November 18, 2019 5:15:05 PM Plotted By: Devin Lawson

Resolution No. 2019-129

RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND GREENBELT TRAIL, L.L.C. THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH GREENBELT TRAIL SUBDIVISION, PART ONE WILL BE DEVELOPED IN THE CITY OF NORTH LIBERTY, IOWA

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

WHEREAS, the terms and conditions for the development of Greenbelt Trail Subdivision, Part One have been set forth in an Agreement between the City of North Liberty and Greenbelt Trail, L.L.C.; and

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

NOW, THEREFORE, BE IT RESOLVED that that the Development Agreement between the City of North Liberty and Greenbelt Trail, L.L.C. is approved for the Greenbelt Trail Subdivision, part One, North Liberty, Iowa.

APPROVED AND ADOPTED this 26th day of November, 2019.

CITY OF NORTH LIBERTY:

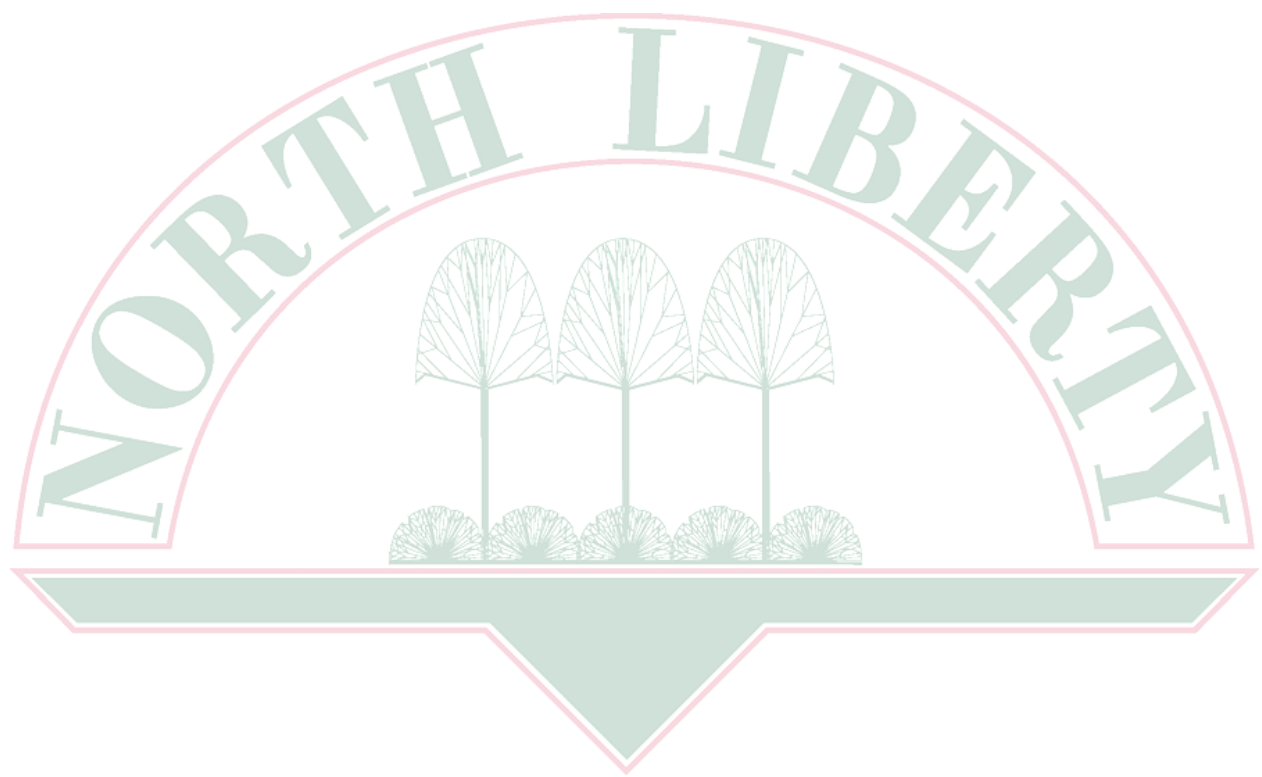
TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Assessment Resolution



Resolution No. 2019-130

**RESOLUTION ASSESSING DELINQUENT AMOUNTS OWED
TO THE CITY OF NORTH LIBERTY, IOWA TO INDIVIDUAL
PROPERTY TAXES**

WHEREAS, the following individuals have not paid the amounts listed below which are due and payable to the City of North Liberty, Iowa as follows:

<u>Name</u>	<u>Property</u>	<u>Amount</u>	<u>Description</u>
Sarah E Aanonson 1215 Deerfield Dr.	0602454002	\$1,810.00	Stop Box Repair
Cameron Way Partners 575 Cameron Way	0611440004	\$50.00	Mowing

WHEREAS, diligent effort has been made to collect said amount; and

WHEREAS, under the terms of the Municipal Code of North Liberty, Iowa, this amount is delinquent and should be certified pursuant to said Municipal Code.

NOW, THEREFORE, BE IT RESOLVED THAT that the City Clerk is hereby authorized and directed to certify to the Johnson County Treasurer the above and foregoing delinquent amount to the appropriate real property in North Liberty, Johnson County, Iowa, as hereinbefore described.

APPROVED AND ADOPTED 26th day of November, 2019.

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

Uniti Fiber - Authority to Operate in ROW



AGREEMENT

THIS AGREEMENT is executed on the ____ day of _____, 2019 (the "Commencement Date") by and between the City of North Liberty, Iowa (hereinafter "City") and Uniti Fiber, LLC (hereinafter "Uniti").

WITNESSETH:

WHEREAS, Uniti is a facilities-based service provider constructing, operating, and maintaining fiber optic networks and delivering communications services to customers; and

WHEREAS, Uniti requests that the City grant a nonexclusive license to Uniti to operate and maintain its existing fiber optic cable system both above-ground and under-ground (the "Network"), and deliver services using the Network in those certain City rights of way where said Network is already installed as of the Commencement Date ("ROW"); and

WHEREAS, the City finds that the encroachment of the Network in the ROW will not be a detriment to said ROW and as such will serve the public use and convenience of residents and business in the City; and

WHEREAS, the City is willing to grant a license and permits to Uniti for the operation, maintenance, and use of the Network in the City ROW under certain conditions and restrictions as stated below; and

WHEREAS, Uniti agrees to abide by those conditions and restrictions in exchange for the City granting said license.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the City and the mutual covenants contained herein, the City and Uniti agree as follows:

1. The City grants to Uniti and Uniti does hereby accept a nonexclusive license to operate, maintain, and use the Network subject to all the terms and conditions of this Agreement.
2. All operation, maintenance, and use of the Network shall be done pursuant to all the laws and regulations of the City, State of Iowa, and any other governmental unit or agency applicable thereto as amended from time to time.
3. Uniti understands and agrees that all work done hereunder in the ROW shall be performed in a good and workman-like manner subject to the approval of the City and that the costs and expenses of the location of facilities in the ROW will be paid by Uniti.
4. The Network shall at all times remain the property of Uniti and, except to the extent caused by the City's negligence or willful misconduct, the City shall not be responsible for the repair or continued maintenance of the Network.

5. This Agreement shall not give rise to any right of ownership in the City ROW to Uniti. The City ROW shall continue to be a public property held by the City in trust for the general public.

6. The Uniti Network shall be operated, maintained, used, and removed so as not to interfere with either the public use of the City ROW or the rights of abutting and adjoining land owners. Except as prohibited by state or federal law, upon the City's reasonable request, Uniti must promptly and at the City's expense with due regard to seasonal working conditions remove and relocate its Network in the ROW when necessary if the City requests such removal and relocation for the public health safety and welfare or when necessary to prevent interference with the safety and convenience of ordinary travel over the ROW.

7. The City may reject, revoke, suspend, or modify this Agreement and require Uniti to remove the Network in the affected portions of the ROW at Uniti's own expense after providing Uniti with a sixty (60) day notice and a reasonable opportunity to cure under the following circumstances:

- (a) Uniti is not in full compliance with the material requirements of this Agreement or state or federal law;
- (b) Uniti has failed to maintain required bonds and or insurance as required by the Agreement or has failed to secure required licenses registrations and authorizations required by the City; and
- (c) Uniti engaged in proposed activity which was contrary to the public health, safety, or welfare.

8. Uniti agrees to indemnify and hold the City, its officers, officials, employees, and agents harmless against any and all third-party claims, causes of action, liabilities, or expenses, including judgments, costs and damages, and including any costs incurred by the City: (a) directly arising out of any damage to tangible property or personal injuries caused by Uniti, Uniti's agents, or the Network; and/or (b) any material breach of this Agreement by Uniti.

9. Uniti understands and agrees that the City, public utilities, and/or cable television companies, and their successors and assigns, may also have certain rights in, over, under, upon, or across the City ROW and that the said license shall be subject to the previously granted rights.

10. Any notice, request, demand, or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service, or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of North Liberty
3 Quail Creek Circle
P.O. Box 77
North Liberty, IA 52317

If to Uniti: Uniti Fiber, LLC
Attn: Allison W. Taylor, Senior Vice President, Operations
10802 Executive Center Drive
Benton Building Suite 300
Little Rock, AR 72211
Phone: 501-850-0850

Uniti Fiber, LLC
Attn: Kelly A. McGriff
Vice President and Deputy General Counsel
107 St. Francis Street
Suite 1800
Mobile, Alabama 36602
Phone: (251) 979-7033
E-mail: kelly.mcgriff@uniti.com

With a copy to:

Robert P. Williams, Esquire
Outside Counsel
600 Peachtree Street, NE
Suite 3000
Atlanta, GA 30308
Phone: 404-885-3438
Fax: 404-885-3900
Email: robert.williams@troutman.com

11. The initial term of this Agreement shall be ten (10) years commencing on the date that this Agreement is executed and terminating at midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred.

- (a) This agreement shall continue thereafter in five (5) year terms unless cancelled by written notice by either party not less than six (6) months prior to any expiration date.

12. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Uniti shall provide notice of any successors in interests to the City at least sixty (60) days prior to any change in such interest. A copy of this Agreement may be recorded, at the expense of Uniti.

13. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

14. Uniti shall carry and keep and maintain in force and effect throughout the term of this Agreement, a policy or policies of insurance, the limits of such policy or policies to be in the amount of not less than \$1,000,000.00 per occurrence in respect of injury to persons and in the amount of not less than \$2,000,000.00 per occurrence in respect of property damage and destruction in form and substance satisfactory to City, at Uniti's sole cost and expense, insuring both the City and Uniti against all claims, demands or actions arising out of or in connection with: (a) Uniti's maintenance and use of the ROW; and (b) Uniti's liability assumed under this Agreement. All such policies shall be procured from a company or companies approved to do business in Iowa. Such policies shall further provide that not less than thirty (30) days' written notice shall be given to City before such policy may be canceled or changed to reduce the insurance coverage provided thereby.

15. Uniti has examined and knows the condition of the ROW and has received the same in good order and repair, AS-IS, WHERE-IS, and acknowledges that no representations as to the condition and repair thereof have been made by City, prior to or at the execution of this Agreement that are not herein expressed.

16. Uniti will not permit any mechanic's lien or liens to be placed upon the ROW during the term hereof, and in case of the filing of such lien, Uniti will promptly pay same or with the prior written consent of the City, Uniti may post a bond or indemnity in an amount sufficient to protect Uniti and the ROW and indemnify, defend, and hold City harmless from any third-party liability for any amount claimed in said lien. If default in payment thereof shall continue for thirty (30) days after written notice thereof from City to Uniti, City shall have the right and privilege at City's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Uniti to City and shall be repaid to City immediately on rendition of bill therefor.

17. Limitation of Liability. NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST:

CITY OF NORTH LIBERTY, IA

By: _____

Title: _____

WITNESS:

UNITI

Name: Allison W. Taylor
Title: Senior Vice President, Operations
Date: _____

Resolution No. 2019-131

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN
UNITI FIBER, LLC AND THE CITY OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty's staff was informed by Uniti Fiber that they will be operating and maintaining a fiber optic network that exists in the City of North Liberty's right-of-way;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the operating and maintenance of a fiber optic network in the right-of-way.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Uniti Fiber, LLC is approved for operation and maintenance of a fiber optic network in the City's right -of-way.

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

APPROVED AND ADOPTED this 26th day of November, 2019.

CITY OF NORTH LIBERTY:

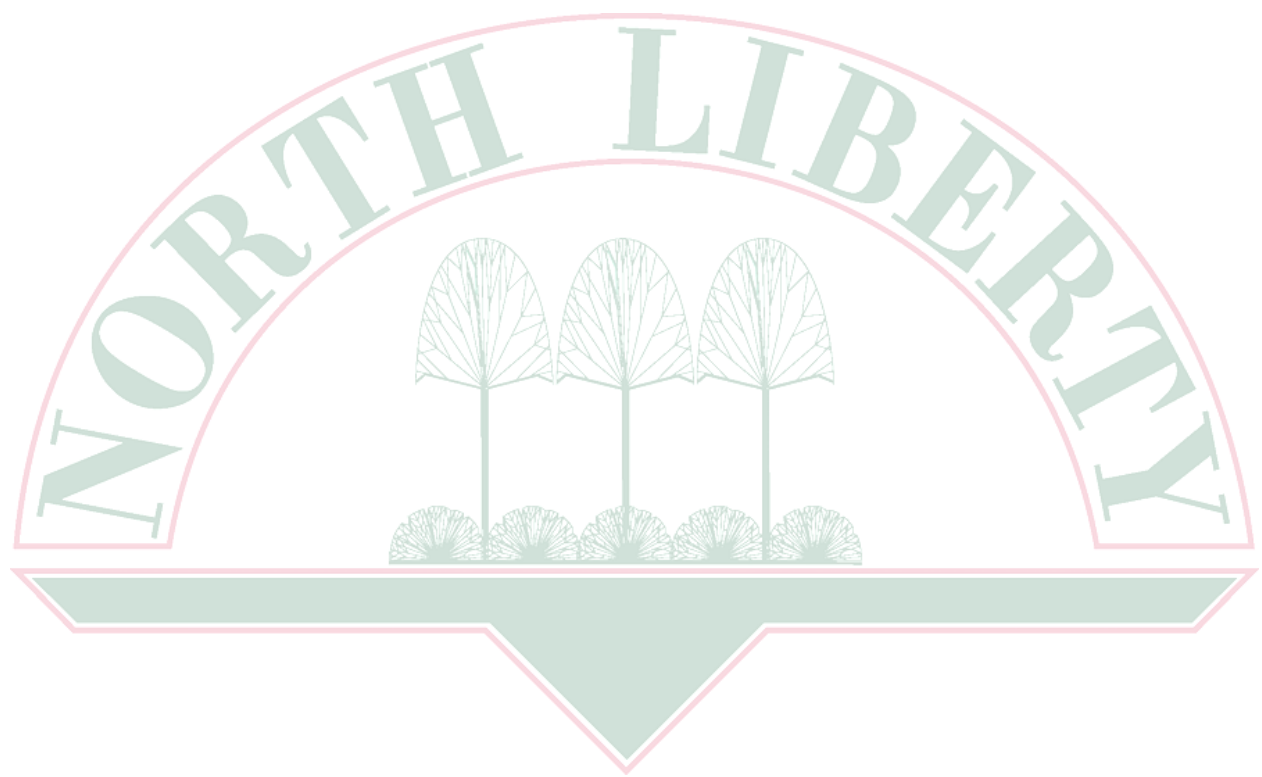
TERRY L. DONAHUE, MAYOR

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

Securities Law Training





Overview of Municipal Securities Disclosure

Governmental issuers ("Issuers") of municipal bonds are subject to several important legal provisions under federal securities laws. This overview serves as a starting point for understanding the federal securities law framework surrounding issuance of municipal bonds. In recent years, the U.S. Securities and Exchange Commission ("SEC") has expanded its regulation of the municipal securities market, bringing civil and criminal enforcement actions against issuers, elected officials, and employees for violations of the anti-fraud or continuing disclosure provisions described below.

This overview should be reviewed in connection with the Issuer's policies and procedures (the "Disclosure Policy"), which relate to (1) the disclosure document (often referred to as the "official statement" or "OS") for publicly-offered bond transactions and (2) ongoing continuing disclosure associated with outstanding bond issues (also known as "continuing disclosure").

Overview of Legal Duties Under Federal Securities Law

Issuers of municipal securities are regulated by the Securities Act of 1933 and the Securities Exchange Act of 1934 and various rules promulgated under those acts by the U.S. Securities and Exchange Commission ("SEC"). Of particular importance are Rule 10b 5 (which prohibits fraud) and Rule 15c2-12 (which generates an issuer's ongoing disclosure obligations). Taken together, these rules impose primary disclosure duties (i.e. accuracy and forthrightness in the preparation of an official statement for new bond issues) and secondary disclosure duties (i.e. timely filing financial and other data under a continuing disclosure certificate ("CDC") for outstanding bond issues).

How Do the Anti-Fraud Provisions of SEC Rule 10b 5 Affect Issuers?

Various provisions of federal securities law including SEC Rule 10b 5 prohibit fraud in the issuance, purchase, or sale of municipal securities. These provisions generally prohibit "material" misstatements or omissions to investors, potential investors, or the general public. Violation of these provisions can result in civil or criminal liability.

Who Is Responsible for the Content of an OS?

When bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the bond issue and is used to market and sell the Issuer's bonds. Issuers (including elected officials and staff) are primarily responsible for the accuracy of an official statement. Hiring a professional to assist with the preparation of an OS does not discharge an Issuer's responsibility. The elected officials and relevant employees of an issuer have an affirmative obligation to ensure the accuracy of the contents of the financial and other information in an OS— delivery of an OS without first reading it to gauge its accuracy may be reckless and the basis for an SEC enforcement action.

What Ongoing Requirements Are Imposed by SEC Rule 15c2-12?

SEC Rule 15c2-12 ensures that Issuers contractually agree to provide certain financial and operating information to investors and the public on an ongoing basis. The type of information that must be reported is generally (i) annual financial reports and (ii) material event notices.

What Are the Annual Filing Requirements?

Issuers must file updated financial information and operating data on an annual or other regular basis, as specified in their CDC. Generally, the information that must be reported includes audited financial statements, annual financial or operating data, of the type included in the OS for the related bonds.

What Material Event Notices Must Be Filed and When?

Issuers must notify investors (via a specific filing on the "EMMA" website, at <https://emma.msrb.org/>) within 10 business days if certain events occur while a bond is outstanding. Generally, those events are items that impact an Issuer's ability to pay or timely pay amounts owed on outstanding debt, rating changes, defaults, and the incurrence of material financial obligations (debt obligations of the Issuer). At present, there are 16 events that can trigger reporting obligations. The Issuer's Disclosure Policy will detail the events and the procedures intended to enable timely identification and disclosure.

What Is Addressed by the Disclosure Policy?

The Disclosure Policy is designed to assist Issuers with fulfilling both primary and secondary disclosure responsibilities. It sets forth procedures that govern preparation of official statements for new bond offerings (see Appendix I of the policy), compliance with continuing disclosure requirements under a CDC (see Appendix II of the policy), and systematic training of key staff members and elected officials.

Where Can I Find Additional Information?

As always, you and your staff can contact us with any questions about your responsibilities under federal securities law, to address specific items, and for annual training seminars (Dorsey & Whitney LLP provides an annual securities law training for issuers during the first quarter of each year, to satisfy one of the requirements of the Disclosure Policy).

Contacts



David L. Claypool
(515) 699-3265
claypool.david@dorsey.com



John P. Danos
(515) 699-3275
danos.john@dorsey.com



David D. Grossklaus
(515) 699-3287
grossklaus.david@dorsey.com



Robert E. Josten
(515) 699-3264
Josten.robert@dorsey.com

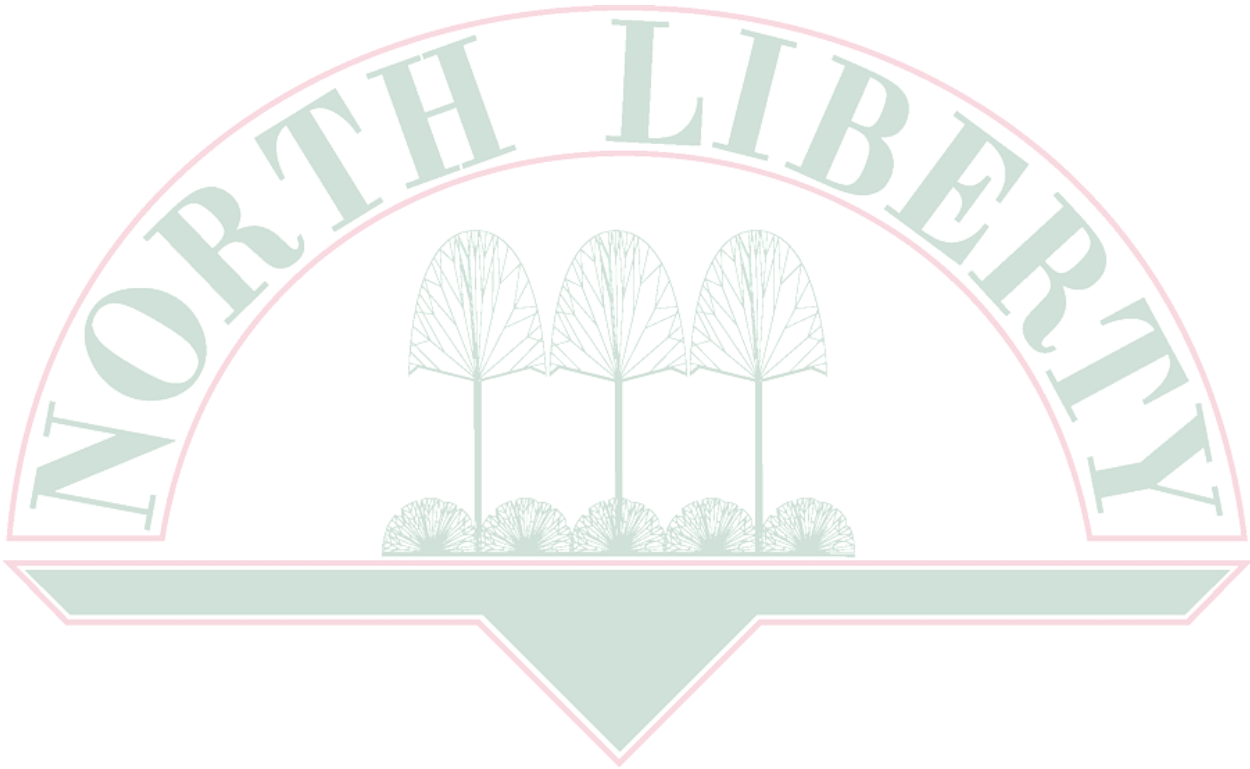


Cristina Kuhn
(515) 699-3272
kuhn.cristina@dorsey.com

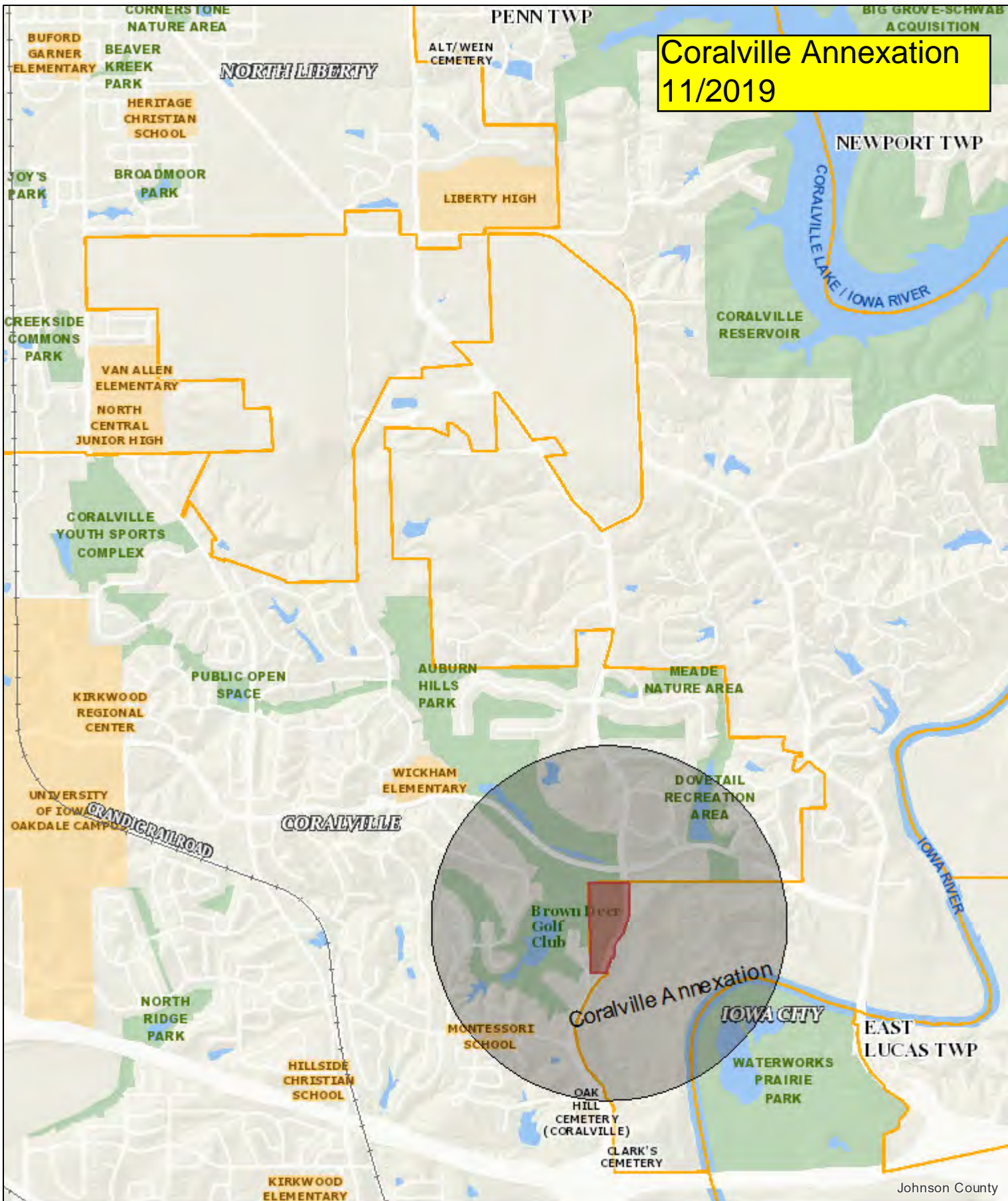


James H. Smith
(515) 699-3276
smith.james@dorsey.com

Additional Information

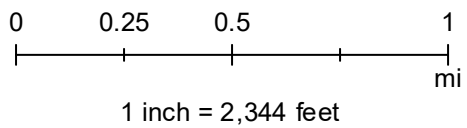


Coralville Annexation 11/2019



Property Information Viewer

Printed: 11/18/2019



The information presented herein is intended to be an accurate representation of existing records. Johnson County assumes no liability for errors or omissions. Users relying on this information do so at their own risk.



Financial Report

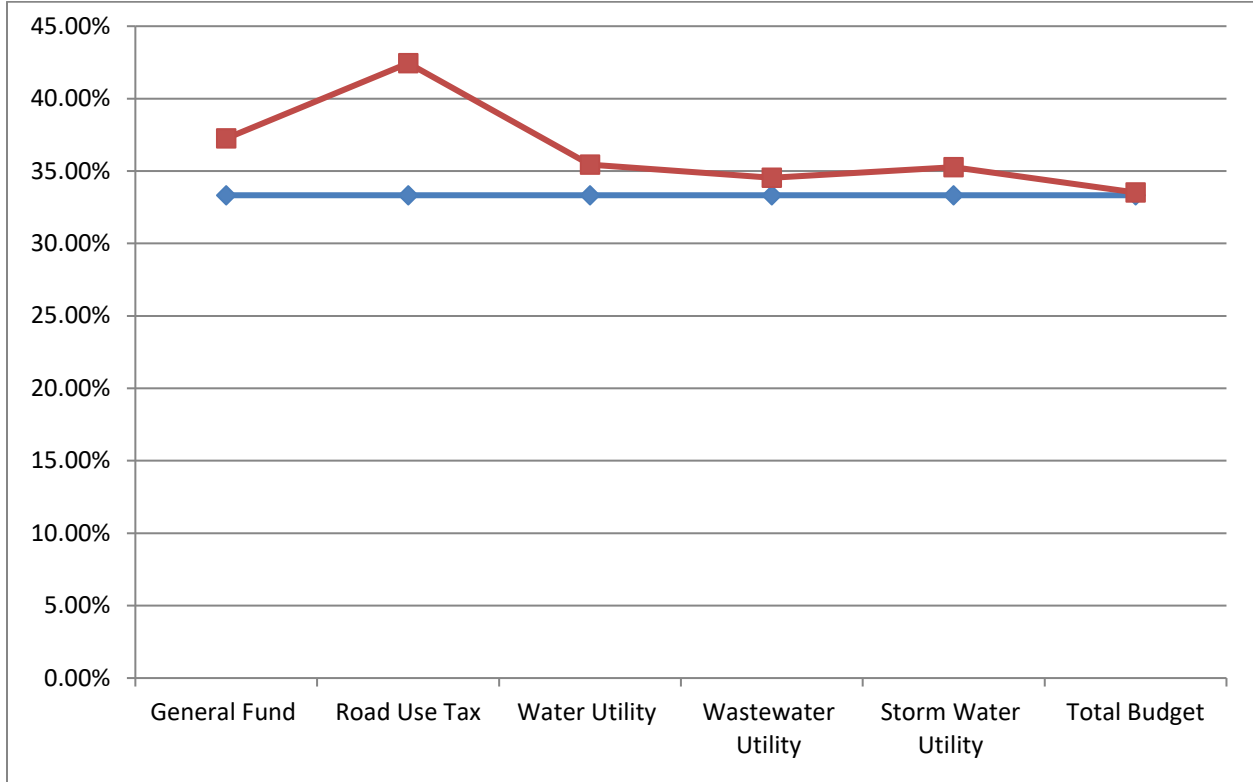
October 31, 2019

City staff are pleased to submit the unaudited monthly financial report for the month of October 2019. At the end of the month, the City was 33.33% through the budget year. Total revenues received for the month were \$6,879,229.69. Total expenditures for the month were \$2,627,782.20. The total cash balance at the end of the month was \$19,957,825.19.

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, 2019:

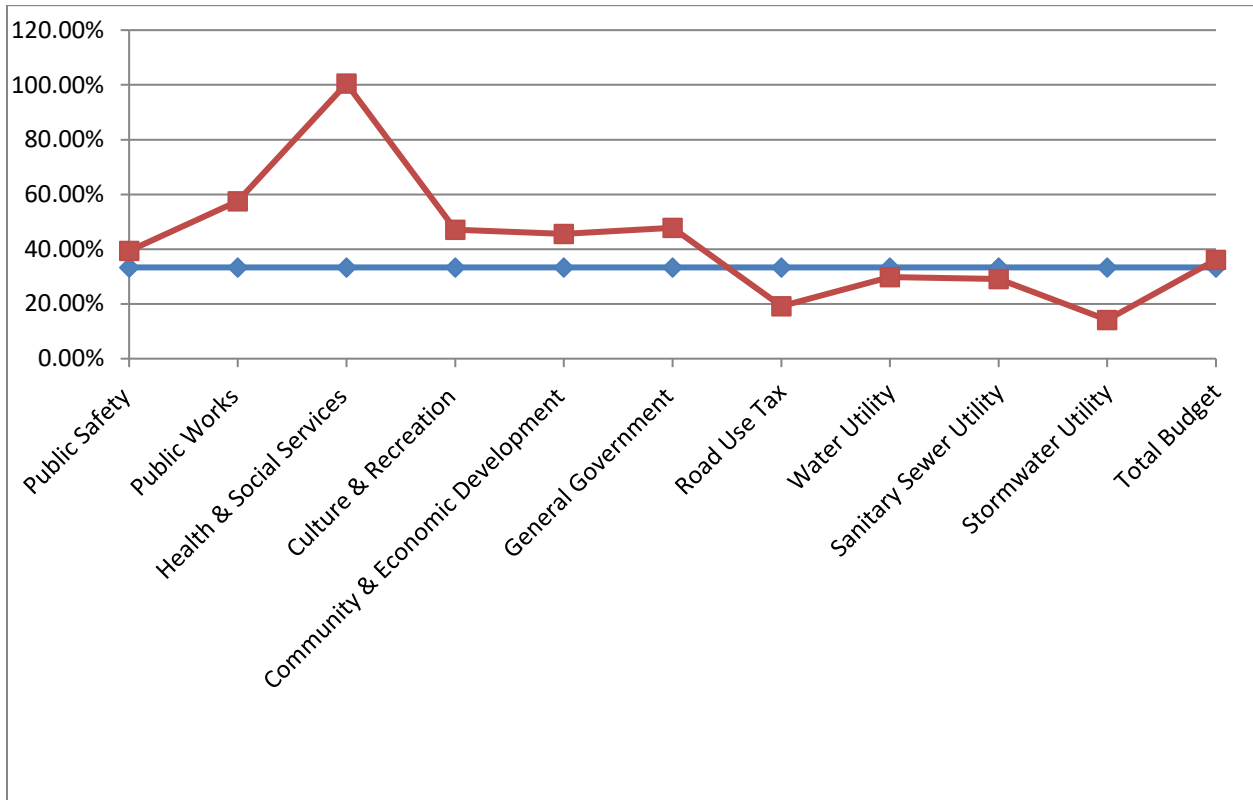


- This chart represents the historical view at the end of the month.
- The General Fund is right on the budget projection at 37.26%. The first installment of property taxes, the primary funding source in this fund, was received in October.
- Utility revenues are all on track.
- Overall revenues are above the 25% of the fiscal year principally due to bond proceeds being received in September.

Overall revenues for the fiscal year are \$23,635,849.69, 47.28% of the budgeted amount.

Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of October 31, 2019:



- Public Safety, Culture and Recreation and General Government are all higher than expected due to fund balance allocation transfers from FY 18. These offsets will be remedied with an upcoming amendment.
- Public Works is higher than expected due to additional trash and recycling expenses.
- Social Service grants were paid out in August resulting in full spend of this budget.
- A bond refunding payment was made in September of over \$3 million.

Year to date total expenditures are \$18,256,877.80 or 36.13% of the projected budget amounts. This amount is right on par for the portion of the fiscal year completed.

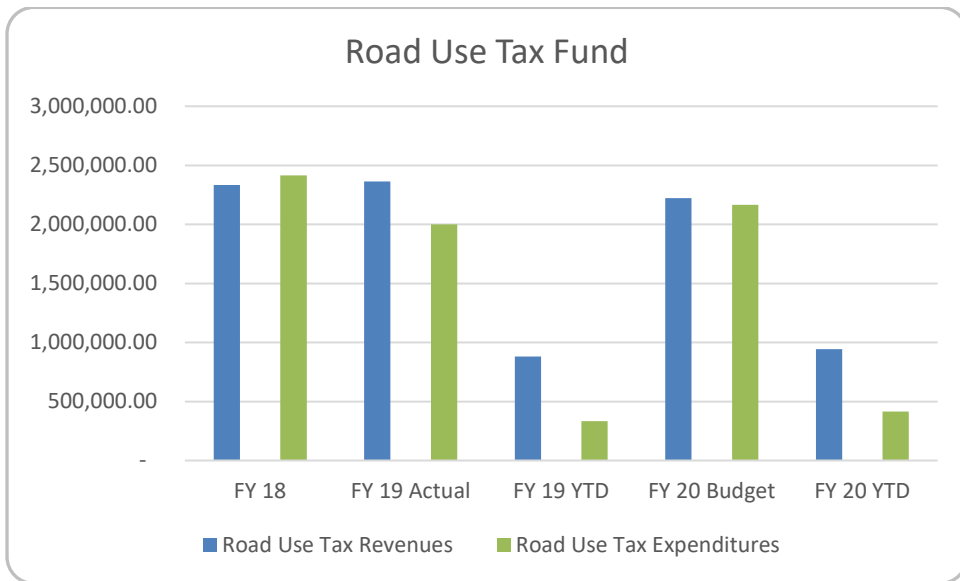
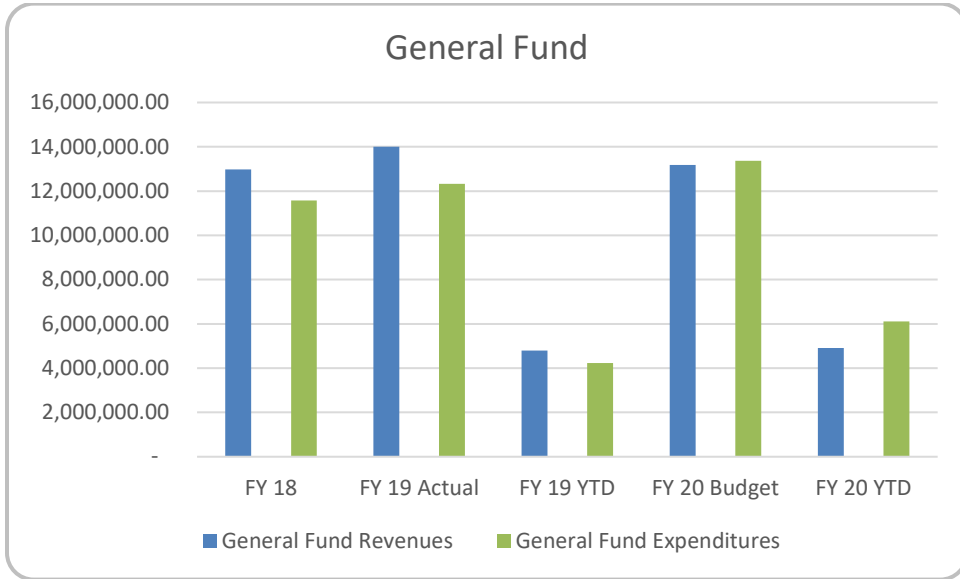
Treasurer's Report

Following is the Treasurer's Report for September. 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 \$ 6,329,210.68. 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.

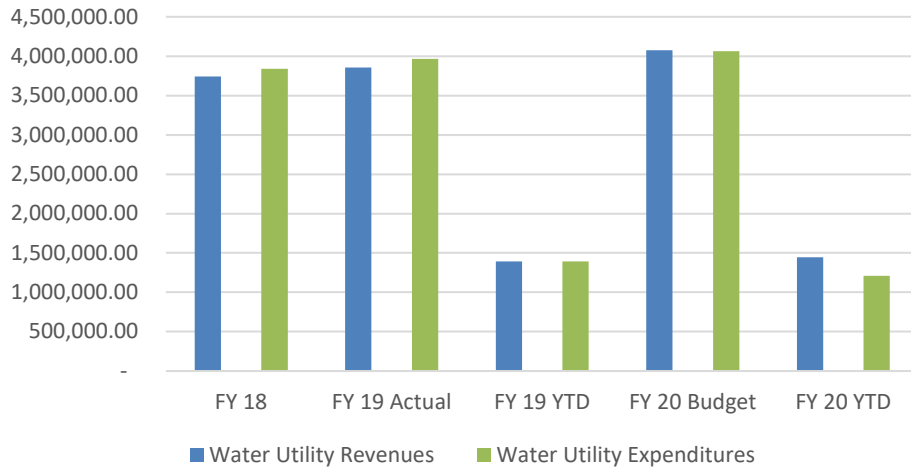
CITY OF NORTH LIBERTY				
TREASURER'S REPORT				
October 31, 2019				
FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	10/01/2019			10/31/2019
GENERAL	8,570,152.18	3,283,509.46	1,075,454.74	10,778,206.90
SPECIAL REVENUE	4,389,658.58	1,986,768.98	92,439.12	6,283,988.44
DEBT SERVICE	546,439.62	486,972.89	0.00	1,033,412.51
CAPITAL PROJECTS	-8,259,435.33	388.11	716,312.78	-8,975,360.00
WATER ENTERPRISE	4,330,255.79	510,905.37	367,597.46	4,473,563.70
WASTEWATER ENTERPRISE	5,891,308.07	650,497.64	368,076.41	6,173,729.30
STORM WATER ENTERPRISE	179,572.35	19,482.91	8,770.92	190,284.34
TOTAL	15,647,951.26	6,938,525.36	2,628,651.43	19,957,825.19

Summary Charts

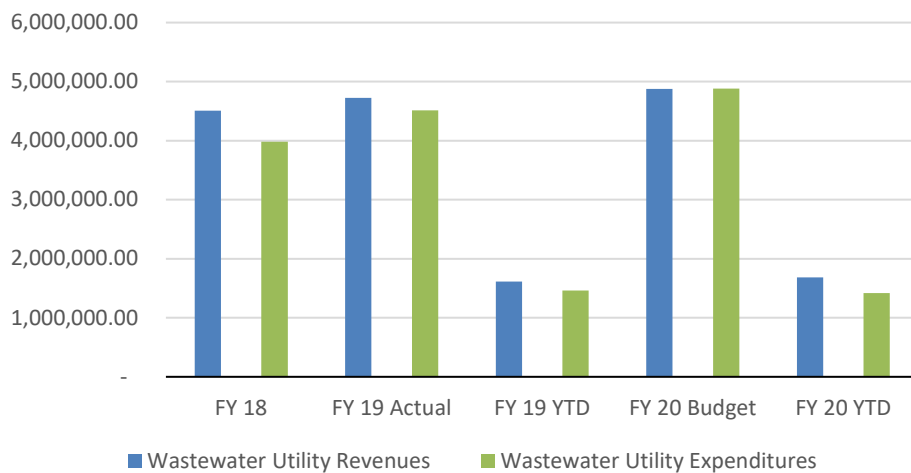
Following are comparison charts of revenues and expenditures for the past two fiscal years, this fiscal year's budget and this fiscal year to date.

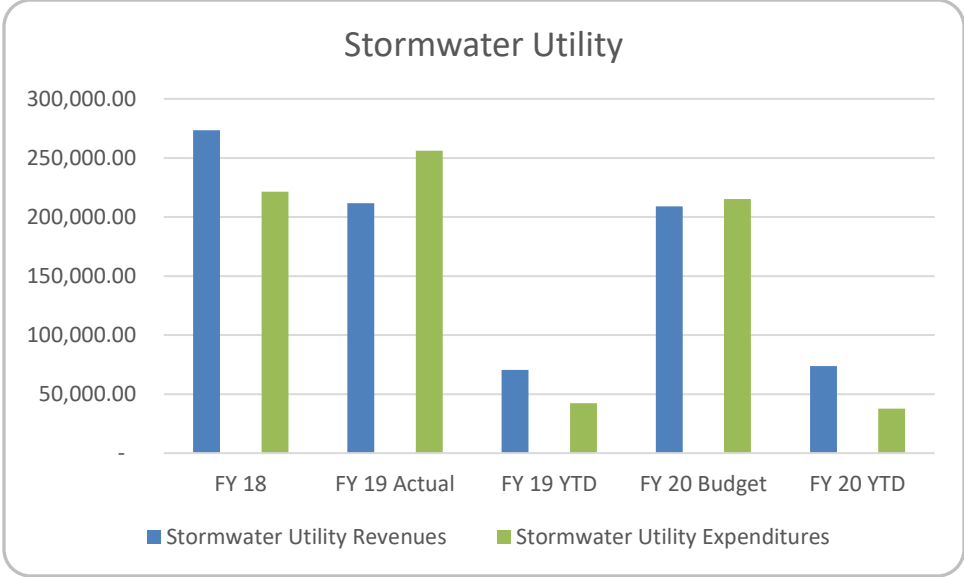


Water Utility



Wastewater Utility





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



NORTH LIBERTY FIRE DEPARTMENT

FIRE / RESCUE / HAZMAT

25 West Cherry St.
North Liberty, Iowa 52317

Chief Brian R Platz

Ph: 319.626.5807

Cell: 319.530.1219

bplatz@northlibertyiowa.org

Mayor and City Council Members,

The past month has seen a lot of activity for the fire department. We are currently in the thick of a testing process for new volunteer members. 22 individuals were successful in passing an aptitude test with physical agility testing to take place on November 23rd. Out of these 22 individuals, we expect to install 12 to 15 new volunteers in early January. These members will be chosen based on a variety of characteristics to include shared organizational values. This process will hopefully allow us to backfill the gap that was created when eight members were reclassified as part time employees earlier this year. The installation of new personnel is always a significant amount of work for our training staff, but our dedicated members pull together to make it happen. We look forward to the efforts of these new members, as well as their diversity of ideas.

Continuing on with the topic of personnel, the fire department continues to adjust and pivot as we navigate organizational change. These types of adjustments can be difficult for some members and our organization is not immune from such situations. In order to place a more robust emphasis on organizational cohesiveness and communications, we are embarking on rolling out a leadership development framework. Each month, we will be hosting a leadership topic on a Saturday or Sunday morning for any member that wants to participate. We plan to use resources from within our organization as well as neighboring fire departments. It's our desire to build up our personnel in order to avoid department segregation or division. I'm very excited about this endeavor and will report on it following a proper evaluation period.

I had the opportunity to attend a conference this past month that included relevant topics for fire chiefs of volunteer or combination fire departments. Session topics included transitioning to paid employees, cancer prevention, mental wellness, fire service grant applications, leadership & relationship building, etc. The conference was, in my opinion, a great use of time and resources. I truly appreciate the opportunity to attend and incorporate the information into our operations.

Happy Thanksgiving!
Brian Platz – Fire Chief



North Liberty Fire Department 2019 Monthly/YTD Response Report

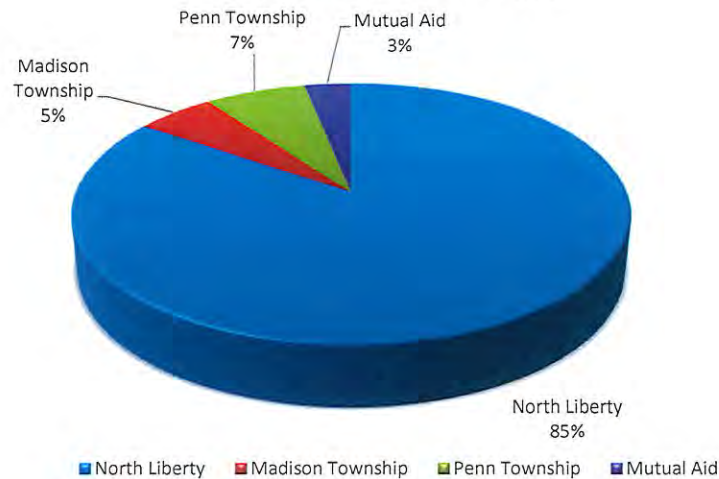
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	100	99	85	101	97	89	101	103	96	89			960	84.58%
Madison Township	8	6	6	9	11	4	2	8	4	3			61	5.37%
Penn Township	7	5	9	8	7	12	9	10	6	5			78	6.87%
Mutual Aid	3	3	3	5	2	1	5	4	5	5			36	3.17%
Total Responses	118	113	103	123	117	106	117	125	111	102			1135	

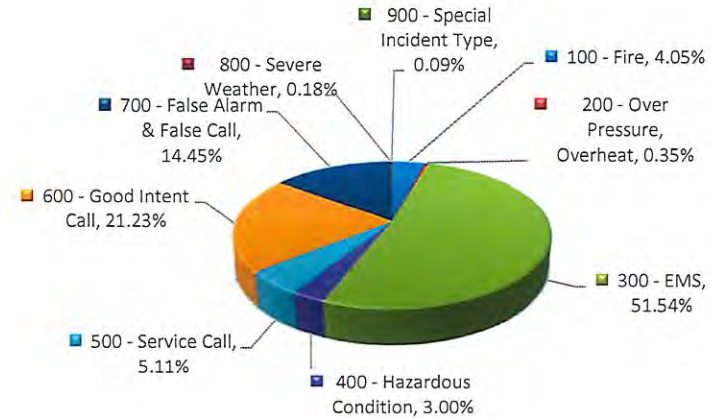
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3	3	6	7	3	7	6	5	3	3			46	4.05%
200 - Over Pressure, Overheat		2		1					1				4	0.35%
300 - EMS	49	56	56	65	57	55	55	69	63	60			585	51.54%
400 - Hazardous Condition	10	1	3	2	2	3	2	4	3	4			34	3.00%
500 - Service Call	8	2	4	11	10	4	4	5	7	3			58	5.11%
600 - Good Intent Call	23	29	23	22	26	24	33	23	19	19			241	21.23%
700 - False Alarm & False Call	25	19	11	15	17	13	17	19	15	13			164	14.45%
800 - Severe Weather					2								2	0.18%
900 - Special Incident Type		1											1	0.09%
Total Responses	118	113	103	123	117	106	117	125	111	102			1135	

2019 District Responses YTD
(Rounded Percentage)



2019 Type of Incidents YTD
(Percentage)





North Liberty Fire Department 2019 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Total Responses for Month	118	113	103	123	117	106	117	125	111	102	0	0		
Average Responders per Incident	4.6	4.2	4.6	4.1	4.7	4.9	4.3	4.7	4.4	4.2				
# Incidents with 2 or less Responders	13	23	14	23	19	25	18	13	23	18				
% Incidents with 2 or less Responders	11.0%	20.4%	13.6%	18.7%	16.2%	23.6%	15.4%	10.4%	20.7%	17.6%				
# Incidents with No NLFD Response	0	1	0	0	0	1	0	0	0	0				
# Incidents Cancelled Enroute or Prior to Arrival	21	26	16	19	21	16	24	18	15	16			192	16.92%
# Incidents Cancelled by JCAS	10	14	7	4	7	6	11	8	2	8			77	40.10%
# Incidents Cancelled by JECC	4	4	3	5	2	5	5	6	4	3			41	21.35%
# Incidents Cancelled by Law Enforcement	6	6	3	6	11	4	7	3	6	1			53	27.60%
# Incidents Cancelled by Fire Department	1	2	3	4	1	1	1	1	3	4			21	10.94%

North Liberty Fire Department Emergent Response Turnout Statistics (Lights & Sirens)

	January	February	March	April	May	June	July	August	September	October	November	December
Total Emergent (Lights & Sirens) Responses for Month	49	67	64	69	62	51	60	67	61	52	0	0
# Incidents with Turnout Time 2 Minutes or Less	7	3	5	9	13	11	17	14	17	21		
% Incidents with Turnout Time 2 Minutes or Less	14.3%	4.5%	7.8%	13.0%	21.0%	21.6%	28.3%	20.9%	27.9%	40.4%		
90th Percentile Turnout Time - (Minutes) Part-Time	NA	NA	NA	3:23	2:42	3:08	2:27	3:02	3:39	2:15		
90th Percentile Turnout Time - (Minutes) Paid Per Call	9:27	11:36	9:09	9:17	8:56	10:05	9:10	10:08	10:54	8:09		

** (Turnout Time is defined as Dispatch Time to Unit Enroute Time)

North Liberty Fire Department Auto Aid & Mutual Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville	2	1	1	3		1	2	4	2	4			20	1.76%
Auto Aid - Iowa City			1		1								2	0.18%
Auto Aid - Solon	1	2	1	1	1		1	4		1			12	1.06%
Mutual Aid - Other Departments				1			2		3				6	0.53%
Total Responses	3	3	3	5	2	1	5	8	5	5	0	0	40	3.52%

North Liberty Fire Department Auto Aid & Mutual Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville		1	1	3	3	7	1	1	6	2			25	2.20%
Auto Aid - Iowa City								1		1			2	0.18%
Auto Aid - Solon	2	3		6	3	6	2		2	2			26	2.29%
Mutual Aid - Other Departments		2						2					4	0.35%
Total Responses	2	6	1	9	6	13	3	4	8	5	0	0	57	5.02%