

RESOLUTION NUMBER 06-214
A RESOLUTION SETTING TERMS AND CONDITIONS OF A VOLUNTARY
ANNEXATION AGREEMENT WITH CERTAIN PROPERTY OWNERS

WHEREAS, owners of at least 80 percent of the real estate identified as Area A shown on the map which is attached hereto, marked Exhibit "A" and by this reference made a part hereof (the real estate being hereinafter referred to as "Area A" and the designated owners of 80 percent being hereinafter referred to as OWNERS), desire to be annexed, voluntarily, into North Liberty (hereinafter referred to as CITY), if the conditions set forth below are approved by CITY; and

WHEREAS, the OWNERS and CITY have previously supported a comprehensive evaluation of land use, traffic flow and development in Area A and other surrounding parcels; and

WHEREAS, CITY now desires to encourage and facilitate the voluntary annexation of Area A on the terms set forth below which are mutually agreeable to CITY and to OWNERS; and

WHEREAS, CITY and OWNERS mutually agree that the proposed annexation that is the subject of a September 27, 2006, letter and notice from Coralville City Attorney Kevin Olson to North Liberty Mayor Dave Franker is not in the best interest of the CITY or of the OWNERS; and

WHEREAS, CITY and OWNERS, in recognition of their shared interests and concerns, intend to take the actions necessary, individually and jointly, to defeat said proposed annexation;

NOW, THEREFORE, BE IT HEREBY RESOLVED that:

CITY shall take the action necessary to defeat the proposed annexation, which is the subject of a September 27, 2006, letter and notice from Coralville City Attorney Kevin Olson to North Liberty Mayor Dave Franker, and further, to the extent their interests are shared, cooperate with the OWNERS and take joint actions to defeat said proposal.

BE IT FURTHER HEREBY RESOLVED that:

CITY shall continue to support a comprehensive study of Area A and surrounding parcels through the Johnson County Council of Governments.

BE IT FINALLY HEREBY RESOLVED that:

If a voluntary application (whether in the form of a single application or multiple applications) for annexation of an area substantially similar to Area A is signed by the owners of at least 80 percent of the territory to be annexed (consistent with the requirements of Section 368.7 of the Iowa Code), and said voluntary application for annexation is submitted to CITY prior to December 31, 2006, and if CITY approves such annexation, CITY resolves and promises to legally bind itself, by executing and recording an Annexation Agreement which shall be binding upon CITY related to each parcel of real estate located in Area A on the attached Exhibit "A", and which Annexation Agreement shall include the following terms and conditions, each of which shall, to the fullest extent possible under applicable law, apply to the land and owners of land in Area A on the attached Exhibit "A" subsequent to said annexation:

1. The Annexation Agreement is binding upon CITY and upon PROPERTY OWNERS and is related to each parcel of real estate located in Area A (the owners of which are hereinafter referred to as a PROPERTY OWNER and collectively referred to as the PROPERTY OWNERS), conditioned upon the annexation of the real estate owned by the PROPERTY OWNERS.
2. Upon annexation, no PROPERTY OWNER shall be required to pay for the installation of any street, curb, gutter, sewer, water, sidewalk, or other municipal improvement that has not been requested by either (a) such PROPERTY OWNER, or (b) the PROPERTY OWNERS' homeowner's association of which such PROPERTY OWNER is a member. However, if any PROPERTY OWNER requests a further subdivision of said PROPERTY OWNER'S land, CITY may impose, as a condition for the approval of such subdivision, such conditions as are uniformly then required by CITY of subdivisions provided that said conditions comply with the dictates of Iowa law and the CITY'S then-existing ordinances.
3. If an Iowa or federal law, rule or regulation at some time in the future requires that private septic systems and/or private water systems be replaced by municipal septic and/or water systems, said PROPERTY OWNERS must comply with said law, rule or regulation at said PROPERTY OWNERS' expense.
4. All of the property in Area A shall, after the annexation anticipated herein is completed, automatically become part of the CITY'S ID Interim Development District which is intended to preserve existing agricultural and other non-intensive uses to prevent premature development and non-orderly encroachment of higher intensively urban uses; and to help guide urban growth into suitable areas. It is the intent of CITY that all farmland shall, as long as it is used for agricultural purposes, continue to be taxed as farmland and CITY agrees to take no action intended to change the classification of farmland based on its use. Any future zoning or

rezoning requests shall be considered and acted upon by CITY in accordance with city ordinances in existence at that time.

5. In the event a PROPERTY OWNER in Area A wishes to develop its land, but an undeveloped parcel (which for the purpose of this paragraph means a parcel without public services) lies between the closest public utilities and the property to be developed, the developing PROPERTY OWNER must pay the entire cost of bringing said public utilities across said undeveloped parcel to the parcel to be developed. Any subsequent request for public utilities by the intervening parcel owner(s) shall be subject to payment of hookup fees and reimbursement to the original requesting PROPERTY OWNER of a proportionate share of the original costs as determined by CITY.
6. In the event a PROPERTY OWNER or a subdivision in Area A desires to utilize one or more services of CITY (for example, snow removal), CITY may require that the PROPERTY OWNER or the subdivision at issue shall first conform its lot or subdivision to CITY'S applicable specifications then in existence (for example, street width for snow removal). Any such request, however, must be reasonable under the circumstances then existing, and CITY has the discretion to determine, at that time, the reasonableness of the request and, therefore, whether or not it must provide said requested services.
7. Upon annexation, CITY shall transition the imposition of city taxes against the property within the annexation area providing for an exemption from taxation in the maximum percentages permitted by law (Section 368.11(m) Iowa Code). Said exemption percentages are currently:
 - A. For the first and second years, seventy-five percent.
 - B. For the third and fourth years, sixty percent.

- C. For the fifth and sixth years, forty-five percent.
 - D. For the seventh and eighth years, thirty percent.
 - E. For the ninth and tenth years, fifteen percent.
8. CITY shall provide fire protection and police protection to the areas annexed according to this agreement.
9. Any owner of property in Area A where hunting was allowed on the property prior to annexation, and where the property contains a minimum of ten (10) acres, may, in writing within ninety (90) days after the annexation, request that hunting be allowed to continue on said property. CITY shall provide approval for hunting to continue on the properties for which such written requests are timely received. Nothing in this paragraph shall prohibit, however, CITY from permitting hunting on one of the above-referenced properties in the event application is not made within said ninety (90) day period, but said discretion shall be in the sole discretion of CITY.
10. All private roads in Area A shall remain in private ownership and shall be maintained by its owner(s). CITY shall not be required to accept ownership or maintenance of any roads or streets unless they are brought into compliance with the City ordinances and City design standards then in effect.

Passed and approved on this 30th day of October, 2006.

CITY OF NORTH LIBERTY

ATTEST:

By: _____
David Franker, Mayor

Tracey Mulcahey, City Clerk

T-80-81-N

PENN PLAT
(Landowners)

R-6-7-W

