



**North Liberty City Council  
Regular Session  
February 25, 2020**



# **City Administrator Memo**



To **Mayor and City Council**  
 From **Ryan Heiar, City Administrator**  
 Date **February 20, 2020**  
 Re **City Council Agenda – February 25, 2020**

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### Consent Agenda

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

- City Council Minutes (02/11/20)
- Claims
- January Revenues
- January Treasurer’s Report
- Liquor License Renewal – Jalapeño

### Code Compliance Presentation

In his report, Planning Director Ryan Rusnak will present updated code compliance procedures that will be used by staff when working with the community. The presentation (included) will highlight staff’s approach to code compliance, the code compliance vision and the changes being adopted. Also included for reference is a newly created document entitled Code Compliance Procedures, to be referenced by staff and citizens when dealing with property maintenance related issues.

### Meetings & Events

Tuesday, Feb 25 at 6:30p.m.  
City Council

Monday, Mar 2 at 6:00p.m.  
Communications Commission

Tuesday, Feb 11 at 6:00p.m.  
City Council

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

Wednesday, Mar 4 at 4:00p.m.  
City Council Strategic Planning & Goal Setting Session

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

Tuesday, Mar 10 at 6:30p.m.  
City Council

### Southwest Utilities Project: Easement Agreements

Included in the packet are a series of easement agreements for the construction and maintenance of the SW Growth area sewer that will ultimately provide service to areas adjacent to the new Forevergreen Road interchange. These easements are the last needed in order to proceed with the project. The easement agreements described in the figure to the right are included on the agenda, in the packet, and recommended for approval by staff.

Property Owner	Easement Type	Amount
DERS 380	Acquisition & Permanent Easement	\$47,500
John P. & Theola Rarick	Permanent & Temporary Easements	\$70,000
Greg & Wendy Smalley	Permanent & Temporary Easements	\$ -

## FY21 Budget: Maximum Levy Public Hearing and Resolution

The agenda includes a public hearing and resolution regarding the maximum levy for the FY21 budget. This public hearing is new to the budget process this year as a result of legislation passed in 2019 by the State Legislature. The published notice (included in the packet) compares the FY20 general fund levy revenues and tax rate to FY 21. The City's general fund levy revenues will increase from \$8.95 million to \$9.37 million, equating to 4.67%. As a result of revenues increasing by more than 2%, the accompanying resolution will require a super majority vote of the City Council in order to proceed to the final approval of the FY 21 budget. The March 10 Council agenda will include another public hearing and resolution adopting the FY21 budget. For additional clarification on this new law, included in the packet is a document distributed by the Iowa League of Cities summarizing SF364 as it relates to local government budgets and property taxes.

And finally, also included in the packet are the final budget documents reflecting the City Council's previous discussions. It should be noted that in the FY21 CIP, park projects that were previously shown as funded with GO and TIF Bonds have been moved to the "other" column. Prior to moving forward with these projects, Council will be asked for addition direction, specifically in how to fund these projects.

## Urban Renewal Plan Update: Diamond Dreams Project & Various Infrastructure Projects

Staff recommends approval of the resolution setting a public hearing to amend the North Liberty Urban Renewal Plan and expand the Urban Renewal Area. This action along with future actions will allow the City Council to enter into an economic development agreement with Diamond Dreams for their new facility west of I-380 as well as borrow funds for various infrastructure projects, including Ranshaw Way, Kansas Avenue, Penn/Front Corridor and Centennial Park.

## Ranshaw Way, Phase 5 Project: Design Proposal

The FY21 budget includes funding for the design and construction of the Ranshaw Way, Phase 5 project, from Zeller Street to Hawkeye Drive. This project, estimated at nearly \$9 million, will look very similar to the improvements recently made to the north and includes an underpass just south of Golfview Drive. The project also includes federal funding in the amount of \$2.6 million. Staff recommends approval of the design proposal with Shive Hattery in order to start the design process.

## Dubuque Street, Phase 1 Project: Design Proposal

The FY21 budget includes funding for the design of Phase 1 of the Dubuque Street Project, consisting of reconstruction of Dubuque Street from Main Street to Cherry Street and includes the realignment of the Dubuque/Cherry/Front Streets intersection. The budget does not include funding for construction as the design, acquisition and community outreach for this project is anticipated to take a little longer than a more typical project. Instead, construction is planned for FY22. Pending City Council approval of the design proposal, staff will begin reaching out to the property owners that will be most impacted by this project. Staff recommends approval of the design proposal with Shive Hattery.



# **Agenda**



City Council  
February 25, 2020  
Regular Session  
6:30 p.m.  
City Council Chambers  
1 Quail Creek Circle, North Liberty, Iowa

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
  - A. City Council Minutes, Regular and Work Sessions, February 11, 2020
  - B. Claims
  - C. January Revenues
  - D. January Treasurer Report
  - E. Liquor License Renewal, Jalapeno
5. Public Comment
6. Planning Director Report
7. City Engineer Report
8. City Administrator Report
9. Mayor Report
10. Southwest Growth Area Utility Improvement Project
  - A. Resolution Number 2020-17, A Resolution approving the purchase of Easements from Smalley Property 270, LLC for the Southwest Growth Area Utility Improvement Project
  - B. Resolution Number 2020-18, A Resolution approving the purchase of land and Easements from DERS 390 LLC and Moyna North, LLC, for the Southwest Growth Area Utility Improvement Project
  - C. Resolution Number 2020-19, A Resolution approving the purchase of Easements from John P. Rarick and Theola Rarick for the Southwest Growth Area Utility Improvement Project
  - D. Public hearing regarding plans, specifications, form of contract, and estimate of cost for the Southwest Area Utility Improvement Project

- E. Resolution Number 2020-20, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Southwest Growth Area Utility Improvement Project
  
- 11. FY 21 Budget
  - A. Public Hearing regarding the proposed Maximum Tax Levy for FY 2020-2021
  - B. Resolution Number 2020-21, A Resolution approving the Maximum Tax Dollars from certain levies for the City of North Liberty's Proposed Budget for Fiscal Year 2020-21
  
- 12. Diamond Dreams Urban Renewal Amendment
  - A. Resolution Number 2020-22, A Resolution setting date for Public Hearing on Designation of the Expanded North Liberty Urban Renewal Area and on Urban Renewal Plan Amendment
  
- 13. Ranshaw Way, Phase Five Project
  - A. Resolution Number 2020-23, A Resolution approving the Services Agreement with Shive-Hattery, Inc. for the Ranshaw Way, Phase Five Project
  
- 14. Dubuque Street, Phase One Project
  - A. Resolution Number 2020-24, A Resolution approving the Services Agreement with Shive-Hattery, Inc. for the Dubuque Street, Phase One Project
  
- 15. Old Business
  
- 16. New Business
  
- 17. Adjournment





# **Consent Agenda**



City Council  
February 11, 2020  
Work and Regular Sessions  
City Council Chambers  
1 Quail Creek Circle, North Liberty, Iowa

**Call to order**

Mayor Terry Donahue called the February 11, 2020 Work and Regular Session of the North Liberty City Council to order at 6:00 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Brent Smith and Brian Wayson; absent: Annie Pollock.

Others present: Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, Joel Miller, Nick Bergus, Jill Mast, Craig Erickson, Duane Miller, Myra Clark, Sara Barron and other interested parties.

**Approval of the Agenda**

Smith moved, Hoffman seconded to approve the agenda. The vote was all ayes. Agenda approved.

**Work Session- Community Identity and Visioning Project**

Nick Bergus introduced the project. Jill Mast, de Novo, and Craig Erickson, Shive-Hattery, presented the final report for the project. Council discussed the presentation with Bergus, Mast and Erickson.

At 6:35 p.m., Council moved into the Regular Session.

**Consent Agenda**

Hoffman moved, Harrington seconded to approve the Consent Agenda including the City Council Minutes from the Regular and Work Sessions on January 28, 2020; the attached list of Claims; Police Station Project, Pay Application Number 7, Tricon Construction Group, \$403,912.42; and 2019 Trail Project, Pay Application Number 2 & Retainage, Midwest Concrete, Inc., \$18,430.85. The vote was all ayes. Consent Agenda approved.

**Public Comment**

Duane Miller spoke regarding pickleball in North Liberty. Pickleball Johnson County plans to contribute \$3,500 for nets and equipment when the city redoes the tennis courts into pickleball courts. Myra Clark, Coralville, gives free pickleball lessons and averages 3 – 4 new players per week. Miller and Clark demonstrated pickleball for the City Council. Andrew Brown asked about the trail payment on the agenda.

**City Engineer Report**

City Engineer Kevin Trom had no report.

**Mayor Report**

Mayor Terry Donahue attended ribbon cutting for Moxie Solar Verv Auto and the Eagle Scout ceremony for Dominick Shover.

**Mobile Home Task Force Report**

Sara Barron, Executive Director of Johnson County Affordable Housing Coalition, presented the Mobile Home Task Force Report. Council discussed the report with Barron.

**Junge Ford Body Shop Site Plan**

Rusnak reported that staff and the Planning Commission recommend approval of the application with no conditions.

Gary Junge and Brian Vogel were present on behalf of the applicant and offered to answer questions. Council discussed the application with them.

Hoffman moved, Wayson seconded to approve Resolution Number 2020-13, A Resolution approving the Development Site Plan for Lot 29, Liberty’s Gate Part Seven (Junge Body Shop), North Liberty, Iowa. After discussion, the vote was: ayes – Wayson, Harrington, Smith, Hoffman; nays – none. Motion carried.

**Southwest Growth Area Utility Improvement Project**

Lientz presented information on the request. Harrington moved, Smith seconded to approve Resolution Number 2020-14, A Resolution approving Easements from MLDC, Inc. for the Southwest Growth Area Utility Project. After discussion, the vote was: ayes – Harrington, Wayson, Hoffman, Smith; nays – none. Motion carried.

**FY 19 General Fund Balance Allocation**

Council discussed the fund balance allocation. Hoffman moved, Wayson seconded to approve Resolution Number 2020-15, A Resolution approving allocation of excess funds from the FY 2019 General Fund Balance according to the Fund Balance Policy. The vote was: ayes – Smith, Hoffman, Harrington, Wayson; nays – none. Motion carried.

**Assessment Resolution**

Hoffman moved, Harrington seconded to approve Resolution Number 2020-16, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes. The vote was: ayes – Hoffman, Harrington, Wayson, Smith; nays – none. Motion carried.

**Old Business**

No old business was presented.

**New Business**

Councilor Wayson offered thoughts to the Riverdale fire department on the loss of a firefighter.

**Adjournment**

Mayor Donahue adjourned the meeting at 7:31 p.m.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_  
Terry L. Donahue, Mayor

Attest: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

JANUARY 31ST, 2020

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	789,583.19	6,895,511.52
011-FIRE EQUIPMENT CAPITA	( 450.00)	538,566.26
012-LIBRARY CAPITAL FUND	1,677.00	6,497.02
013-RECREATION CAPITAL FU	200.00	350,200.00
014-POLICE CAPITAL FUND	1,220.00	12,395.00
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	887,457.76
019-YOUTH SPORTS SCHOLARS	1,235.25	7,949.33
020-EQUIPMENT REVOLVING	2,969.50	16,469.50
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	914.72	3,104.09
025-POLICE SEIZED FUNDS	0.00	21,825.01
026-HOTEL/MOTEL TAX	0.00	45,083.01
060-ROAD USE TAX FUND	248,795.56	1,538,247.95
061-STREET CAPITAL PROJEC	0.00	2,044,892.82
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	10,722.65	2,526,226.74
110-DEBT SERVICE FUND	5,959.50	4,026,686.13
210-TRUST AND AGENCY	7,805.11	850,992.48
280-CUSTOMER DEPOSITS	6,620.00	98,230.00
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	308.46	2,470.84
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	2,298,059.51
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	2,503.71
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	160,000.00
510-WATER FUND	327,308.31	2,396,168.66
511-WATER CAPITAL RESERVE	13,750.00	96,250.00
512-WATER SINKING FUND	118,968.75	832,781.25
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	0.00
520-SEWER FUND	401,858.81	2,864,259.23
521-SEWER CAPITAL RESERVE	44,199.00	309,393.00
522-SEWER SINKING FUND	183,124.08	1,281,868.56
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	18,660.30	127,908.73
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	2,185,430.72	30,750,843.10

## CITY OF NORTH LIBERTY

## TREASURER'S REPORT

January 31, 2020

<b>FUNDS</b>	<b>BALANCE FORWARD</b>	<b>REVENUE</b>	<b>EXPENSE</b>	<b>BALANCE ENDING</b>
	01/01/2020			01/31/2020
GENERAL	8,980,692.58	799,539.67	1,802,063.59	7,978,168.66
SPECIAL REVENUE	7,411,425.36	267,323.32	173,378.52	7,505,370.16
DEBT SERVICE	773,298.43	5,959.50	2,550.00	776,707.93
CAPITAL PROJECTS	-9,943,691.72	308.99	761,506.51	-10,704,889.24
WATER ENTERPRISE	4,309,330.87	451,298.09	444,485.81	4,316,143.15
WASTEWATER ENTERPRISE	6,239,196.90	622,436.71	473,859.11	6,387,774.50
STORM WATER ENTERPRISE	182,064.59	18,919.54	17,828.51	183,155.62
<b>TOTAL</b>	<b>17,952,317.01</b>	<b>2,165,785.82</b>	<b>3,675,672.05</b>	<b>16,442,430.78</b>

**Applicant License Application ( LC0045126 )**

<b>Name of Applicant:</b> <u>JALAPENO MEXICAN</u>		
<b>Name of Business (DBA):</b> <u>Jalapeno Mexican Restaurant</u>		
<b>Address of Premises:</b> <u>40 Sugar Creek Lane</u>		
<b>City</b> <u>North Liberty</u>	<b>County:</b> <u>Johnson</u>	<b>Zip:</b> <u>52317</u>
<b>Business</b>	<u>(319) 853-1288</u>	
<b>Mailing</b>	<u>405 Sugar Creek lane</u>	
<b>City</b> <u>North Liberty</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52317</u>

**Contact Person**

<b>Name</b> <u>Alexander perez</u>	
<b>Phone:</b> <u>(319) 853-1288</u>	<b>Email</b> <u>Alexanderperez0485@gmail.com</u>

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

**Term:**12 months

**Effective Date:** 02/10/2020

**Expiration Date:** 02/09/2021

**Privileges:**

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

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

**Ownership**

**Alexander Perez**

**First Name:** Alexander

**Last Name:** Perez

**City:** North Liberty

**State:** Iowa

**Zip:** 52317

**Position:** Owner

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Auto Owners Insurance Company</u>	
<b>Policy Effective Date:</b> <u>02/10/2020</u>	<b>Policy Expiration</b> <u>02/10/2021</u>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: Jalapeno Mexican Restaurant

Name of Business (DBA): Jalapeno Mexican Restaurant

Address of Business: 40 Sugar Creek Lane, Units 5-6

Business Phone: 319/853-1288

Email: alexanderperez0485@gmail.com

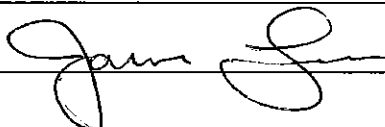
State of Iowa ABD License #: LC0045126

**Johnson County Health Department:**

The above referenced business possesses a valid Johnson County Public Health food license.

Name: James Leach

Title: Env. Health Manager Date: 2/13/20

Signature: 



## North Liberty Police Department

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

February 13, 2020

Liquor License Check

Business: Jalapeno Mexican Restaurant

40 Sugar Creek Lane

North Liberty, IA 52317

Owners: Alexander Perez (DOB: 1985)

The North Liberty Police Department does not have any documented contacts with the owners or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





# North Liberty Fire Department

Occupancy: **Jalapeno Mexican Restaurant**  
Occupancy ID: **ALJR01**  
Address: **40 Sugar Creek LN Apt/Suite ##5 & 6**  
**North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**  
Inspection Date: **2/20/2020** By: **Hardin, Bryan E (01-1022)**  
Time In: **13:26** Time Out: **14:23**  
Authorized Date: **Not Authorized** By:



Form: General Fire  
Inspection Checklist 1.3

Next Inspection Date: **03/21/2020 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:

### Site

#### Premise Free of Waste Accumulation

304.1.1 Waste material. Accumulations of wastepaper, wood, hay, straw, weeds, litter or combustible or flammable waste or rubbish of any type shall not be permitted to remain on a roof or in any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle or other similar structure.

**Status: FAIL**

**Notes: Remove outdoor storage of old cooking appliances,**



## Fire Extinguishers

### Fire Extinguisher Annual Inspection - Current Inspection Tag

901.6.1 Standards. Fire detection, alarm, and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed. Fire Alarm System, Fire Sprinkler System and Fire Extinguishers are required to be inspected annually.

**Status:** FAIL

**Notes:** Pass due.



## Emergency Lights & Exit Signs

### Emergency Lighting - Illumination

1008.3.4 Duration. The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator.

**Status:** FAIL

**Notes:** Emergency light near bar is not illuminating when tested.



## Electrical Rooms / Electrical Wiring

### No Extension Cords

605.5 Extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

**Status:** FAIL

**Notes:** Kitchen, orange extension cord found, believe it is to one of the coolers. Extension cords are not allowed, appliance must be plugged directly into an outlet.



### Surge Protector - Proper Installation

605.4.1 Power tap design. Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363. 605.4.2 Power supply. Relocatable power taps shall be directly connected to a permanently installed receptacle. 605.4.3 Installation. Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.

**Status:** FAIL

**Notes:** Kitchen, two freezers are plugged into a power tap. Power tap is not an approved surge protector. Both appliances need to be plugged directly into an electrical outlet.



## Interior Finish/Flame Spread

### Suspended Ceiling Tiles/Panels in Place

703.1 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including, but not limited to, walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and fire-resistant joint systems, shall be maintained. Such elements shall be visually inspected by the owner annually and properly repaired, restored or replaced where damaged, altered, breached or penetrated. All suspend ceiling panels/tiles shall be in place and in good condition.

**Status:** FAIL

**Notes:** Office.



## Combustible, General & Outside Storage

### Proper Ceiling Clearance - 18"/24"

315.3.1 Ceiling clearance. Storage shall be maintained 2 feet or more below the ceiling in non-sprinklered areas of buildings or not less than 18 inches below sprinkler head deflectors in sprinklered areas of buildings.

**Status:** FAIL

**Notes:** Reduce storage height, at least 18" from ceiling. No storage allowed on top of coolers.



**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:** Obtain metal container with lid for greasy rags.

**Compressed Gas Cylinders / LPG**

**Compressed Gas Cylinders Secured or Chained**

5303.5.3 Securing compressed gas containers, cylinders and tanks. Compressed gas containers, cylinders and tanks shall be secured to prevent falling caused by contact, vibration or seismic activity. Securing of compressed gas containers, cylinders and tanks shall be by one of the following methods: 1. Securing containers, cylinders and tanks to a fixed object with one or more restraints. 2. Securing containers, cylinders and tanks on a cart or other mobile device designed for the movement of compressed gas containers, cylinders or tanks. 3. Nesting of compressed gas containers, cylinders and tanks at container filling or servicing facilities or in sellers' warehouses not accessible to the public. Nesting shall be allowed provided the nested containers, cylinders or tanks, if dislodged, do not obstruct the required means of egress. 4. Securing of compressed gas containers, cylinders and tanks to or within a rack, framework, cabinet or similar assembly designed for such use. Exception: Compressed gas containers, cylinders and tanks in the process of examination, filling, transport or servicing.

**Status:** FAIL

**Notes:** Ensure all cylinders are chained and secured. Reinstall anchors as they came out of the wall.



**Additional Time Spent on Inspection:**

Category	Start Date / Time	End Date / Time
<b>Notes:</b> No Additional time recorded		

**Total Additional Time: 0 minutes**

**Inspection Time: 57 minutes**

**Total Time: 57 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:



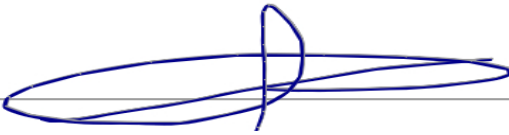
Signed on: 02/20/2020 14:09

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Representative Signature:**

Signature of: Alex Perez on 02/20/2020 14:24



\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



# **Planning Director Report**



**North  
Liberty**

**Code Compliance Procedures**



# Approach to Code Compliance



- Less emphasis on “Code Enforcement” and more emphasis on “Code Compliance”.
- Generally, a softer approach to code compliance.
- Demystify the code compliance process.
- Formalize the code compliance process for staff.

# Code Compliance Vision



- **Preserve and improve peace, safety, health, welfare, comfort, and convenience of its residents.**
- **High quality service - fair, professional and courteous.**
- **Primary goals: education and voluntary compliance.**
- **Review and amend the City Code to align with community standards.**

# Code Compliance Process Changes



- **Courtesy notification of code violation.**
- **Re-Inspection.** If corrective action, case is closed. Staff sends notification that property is in compliance.
- **Willingness to be flexible with code compliance.**



**North  
Liberty**

**Code Compliance Procedures**



# Code Compliance Procedures

## What is code compliance and why do we need it?

The Code of Ordinances of the City of North Liberty, Iowa (referred to here as the City Code) has been adopted by the City Council and is designed to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents. Code compliance is the process of ensuring the City Code is enforced as intended: effectively, efficiently, and fairly. Compliance with the City Code helps ensure a positive effect on property value and community appearance. While the City is tasked with ensuring code compliance, it is ultimately the North Liberty property owners, tenants, and businesses who are responsible for the maintenance of property and the overall aesthetic appearance of the city.

## What is the point of these procedures?

The City of North Liberty Code Compliance Procedures were developed to ensure an equitable and transparent code compliance process. These Procedures will act as a guide for code compliance staff and inform North Liberty property owners, tenants, and businesses about the code compliance process.

## What is the vision of the Code Compliance Procedures?

The City's mission is to provide North Liberty residents, tenants and business owners with high quality service and ensure compliance with the City Code, which is designed to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents.

The primary goals of the code compliance process are education and voluntary compliance. The role of code compliance staff is to educate the community about the City Code and work collaboratively to come into compliance. In rare circumstances, City staff must use other measures to ensure compliance. The code compliance process is outlined in these Procedures.

The primary objectives of the code compliance process include the following:

1. Educate North Liberty residents, business owners, and stakeholders about the City Code and work collaboratively to obtain voluntary compliance.
2. Perform code compliance duties in a fair, professional, and courteous manner.
3. Periodically review and amend the City Code to ensure rules and regulations achieve consistency with community standards.

## What types of complaints do code compliance staff investigate?

1. Life, health, and safety violations such as substandard or unsafe buildings.
2. Public nuisances such as trash, debris, inoperable, and unlicensed vehicles on private property.
3. Tall grass/weeds.
4. Failing to remove snow/ice from sidewalks.
5. Failing to obtain proper permits.
6. Zoning and land use violations.
7. Unauthorized signs in the city right-of-way.

## What types of complaints does code compliance staff not regulate?

1. Civil issues not directly involving the City (i.e., landlord-tenant disputes, fence or boundary lines between properties, trees encroaching onto neighboring properties, etc.).
2. Homeowner's Association (HOA) or restrictive covenant issues.

## What is the code compliance process?

### Code compliance initiation

**1** The initiation of the code compliance process may be reactive or proactive. In many circumstances, code compliance staff is contacted and is notified of a violation. Complaints may remain anonymous or a name and number may be provided so there can be subsequent contact. Code compliance staff will not identify the person who initiated the complaint unless required to do so by law.

Complaints are prioritized by severity of the potential code violation, and then investigated by code compliance staff. In certain circumstances code compliance staff will initiate the code compliance process if a violation is observed. For example, a similar code violation on an adjacent property may be observed by code compliance staff during an investigation.

If no code violation is observed, the case is closed.

If a code violation is observed, then the process proceeds to step 2.

## Courtesy notification of code violation

**2** If code compliance staff observes a code violation, a courtesy letter is sent to the responsible party indicating the violation(s). The letter explains the code violation(s) and requests corrective action within a certain amount of time, depending on severity of the violation. The letter also provides the contact information of the investigating code compliance staff if there are questions or additional time is necessary. Code compliance staff may make contact in person or by telephone or email if that information is readily available.

Code compliance staff will perform a re-inspection after the specified time period for corrective action. If corrective action has been taken, the case is closed. Code compliance staff will notify the property owner, tenant or business owner that the case is closed.

If corrective action is not taken within the specified time period, then the process proceeds to step 3.

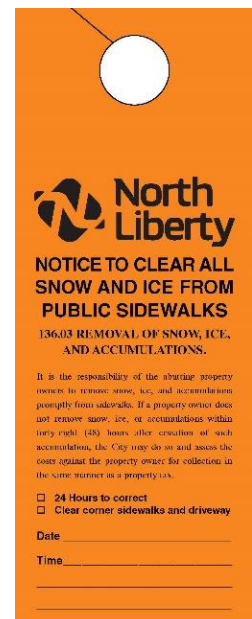
## Notice of code violation

**3** If the violation(s) are not corrected within the amount of time specified in the courtesy notification, code compliance staff will send a formal notice to the responsible party, via certified mail, indicating the violation(s). The letter explains the code violation(s), requires corrective action within a certain amount of time, depending on severity of the violation, and specifies the penalty (i.e., issuance of a citation and payment of a fine or abatement by the City with costs assessed to the responsible party). The letter also provides the contact information of the investigating code compliance staff if there are questions or additional time is necessary and if there is a right to appeal.

Certain code violations require timely corrective action. For example, it is the responsibility of the abutting property owners to clear snow and ice accumulations from public sidewalks within forty-eight (48) hours after cessation of such accumulation. Code compliance staff will attempt to notify the responsible party with a door hanger notice. The City may remove or cause removal of accumulated snow and ice and assess the costs to the property owner.

In rare circumstances, code violations constitute an imminent public safety and health hazard (i.e., unpermitted and active construction), which may require immediate action by the City without prior written notice. This is normally in the form of a posted "Stop Work Order".

Code compliance staff will perform a re-inspection after the specified time period for corrective action. If corrective action has been taken, the case is closed. Code compliance staff will notify the property owner, business owner or tenant that the case is closed.



Please note that a notification letter might not be written when code compliance is readily apparent, such as clearing of snow and ice accumulation and tall grass/weeds.

If corrective action is not taken within the specified time period, then the process proceeds to step 4.

### **Issuance of a municipal infraction or abatement by the City**

**4** If the violation(s) are not corrected within the specified time frame, code compliance staff will issue a citation to the responsible party, via certified mail or through personal service, indicating the violation(s) and providing a time in which to admit or deny the violation has taken place. If the violation is denied, then the matter will be set for trial at the District Court for Johnson County in Iowa City.

For certain violations, in lieu of the municipal infraction, the City may simply perform the required action and assess the costs against the property owner for collection in the same manner as a property tax. There are no fines or penalties associated with this process.

### **Disclaimer**

The City has limited resources in both staffing and funding to manage all complaints and violations. The City has the right to choose how best to use its resources and depending upon the nature of the violation and impact on the peace, safety, health, welfare, comfort, and convenience of its residents.





# **Southwest Growth Area Utility Improvement 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 Public Easement Agreement (“Agreement”) is made and entered into by and between SMALLEY PROPERTY 270 LLC, an Iowa limited liability company (hereinafter referred to as “Property Owner,” which expression shall include its agents, successors or assigns), owner of the real estate described in the attached Exhibit A (the “Property”), 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 (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, for the public purpose of extending, constructing and maintaining the City’s sanitary sewer systems and related infrastructure (the “Project”), the Property Owner hereby grants and conveys to the City a permanent easement (Division I) under, over, through and across the area of the Property described in the attached Exhibit B, and a temporary construction easement (Division II), under, over, through and across the area of the Property described in Exhibit C.

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, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the Property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

#### **DIVISION I – PERMANENT SANITARY SEWER EASEMENT**

Further, the Property Owner and the City agree that:

- 1. Property Owner hereby grants and conveys to the City a permanent easement for the purposes of excavating, installing, maintaining, and using of such sanitary sewer lines, pipes,

mains, conduits, culverts, and drainageways, along with all necessary appurtenances in connection with said use, as the City shall from time to time elect; and other equipment or appurtenances above the surface of the ground as may be necessary for the purpose of providing sanitary sewer service; and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as "Permanent Sanitary Sewer Easement" as depicted and legally described on the attached Exhibit B, and referred to herein as the "permanent easement area."

2. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the permanent easement area.
3. Property Owner reserves the right to use the permanent easement area for purposes that will not interfere with the City's full enjoyment of the rights hereby granted, including, but not limited to, agricultural and commercial 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 the permanent easement area. Further, the Property Owner shall not diminish or substantially add to the ground cover or otherwise landscape on or over said permanent easement area. Fences and trees placed in the permanent easement area 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 Engineer, which consent shall not be unreasonably withheld or delayed.
6. The City shall have the right of access to the permanent 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 any unauthorized obstructions or structures placed or erected on the permanent easement area.
7. City covenants and agrees to remove and stockpile on the Property existing topsoil from the area to be excavated. Following installation of the improvements described herein, all areas within the permanent 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.

## **DIVISION II – TEMPORARY EASEMENT**

The Property Owner and the City further agree that:

1. Property Owner hereby grants and conveys to the City a temporary construction easement for

the purpose of facilitating the City's construction of the Project. The temporary construction easement area being granted and conveyed by this Agreement is depicted and legally described on Exhibit C, which is attached and fully incorporated herein, and referred to herein as the "temporary construction easement area."

2. 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, which approval shall not be unreasonably withheld or delayed.
3. 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 Engineer during the term of the temporary construction easement, which consent shall not be unreasonably withheld or delayed.
4. 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 temporary construction easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the temporary construction easement area.
5. 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.
6. 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 be replaced promptly by the City at the City's expense. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by the City.
7. City covenants and agrees to remove and stockpile existing topsoil on the Property from areas to be excavated. 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.
8. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2022.

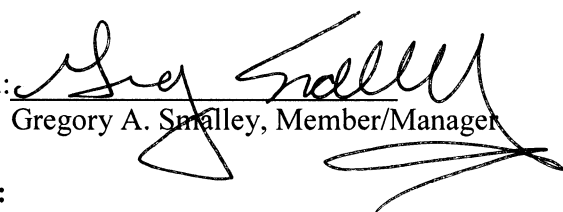
**DIVISION III – GENERAL**

The Property Owner does hereby covenant with the City that the Property Owner holds fee simple title to the Property described in this Agreement; that the Property Owner has good and lawful authority to grant the Permanent Sanitary Sewer Easement and Temporary Construction Easement; and that the Property Owner covenants to warrant and defend the Property 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 17<sup>TH</sup> day of February, 2020.

**PROPERTY OWNER:**  
Smalley Property 270 LLC

Signed:   
Gregory A. Smalley, Member/Manager



**CITY:**

Signed: \_\_\_\_\_  
Terry L. Donahue, Mayor

Signed: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

STATE OF Iowa, COUNTY OF Lin: ss

On this 17 day of February, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gregory A. Smalley, to me personally known, who, being by me duly sworn, did say that he is the Member/Manager of Smalley Property 270 LLC, an Iowa limited liability company, and that the instrument was signed on behalf of the limited liability company by the authority of its members, and that Gregory A. Smalley acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the company, by it and by him voluntarily executed.

  
Notary Public

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

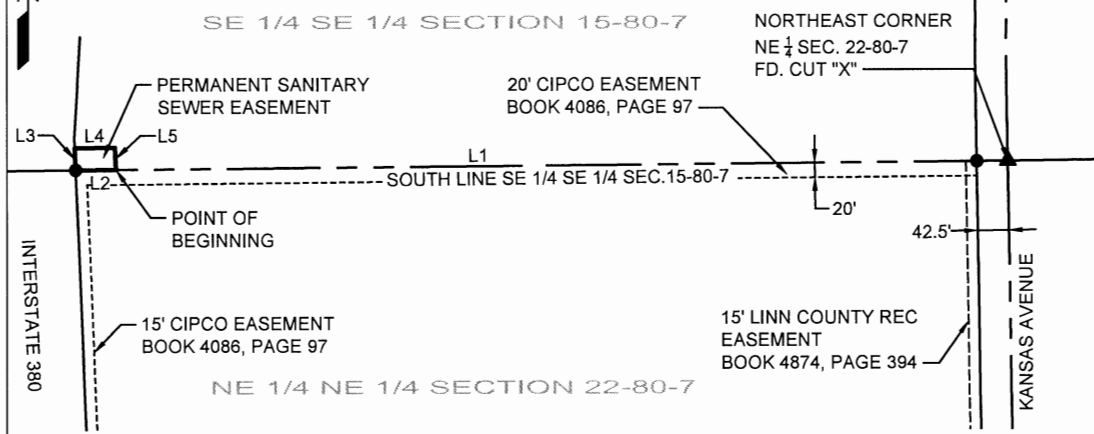
(Legal Description of Property)

The West Half of the Southeast Quarter of the Southeast Quarter of Section 15, Township 80 North, Range 7 West of the 5<sup>th</sup> P.M., excepting any portion of Interstate I-380 right of way.

# EASEMENT EXHIBIT B

## PERMANENT SANITARY SEWER EASEMENT

A PART SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER  
SECTION 15, TOWNSHIP 80 NORTH, RANGE 7 WEST  
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 89°30'13" W	1219.57'
L2	S 89°30'13" W	55.03'
L3	N 02°23'54" W	30.02'

LINE TABLE		
LINE	DIRECTION	LENGTH
L4	N 89°30'13" E	55.03'
L5	S 02°23'54" E	30.02'

### DESCRIPTION

A sanitary sewer easement on that part of Southeast Quarter of the Southeast Quarter of Section 15, 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 southeast corner of said Southeast Quarter;

thence South 89°30'13" West 1219.57 feet along the north line of said Southeast Quarter of the Southeast Quarter (assumed bearing for this description only) to the point of beginning;

thence continuing South 89°30'13" West 55.03 feet along said south line to a point of intersection with the easterly right-of-way line of Interstate 380;

thence North 2°23'54" West 30.02 feet along said easterly right-of-way line;

thence North 89°30'13" East 55.03 feet;

thence South 2°23'54" East 30.02 feet to the point of beginning and containing 1651 square feet more or less.

### LEGEND

- FOUND <sup>original</sup> IRON ROD
  - ▲ FOUND SECTION CORNER AS NOTED
- 0 100 200 400  
SCALE IN FEET

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-8.1(5)

PROFESSIONAL LAND SURVEYOR

JONATHON BAILEY

12531

IOWA

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: \_\_\_\_\_

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 1

**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.
PERMANENT SANITARY SEWER EASEMENT			118299-0
SMALLEY PROPERTY 270, LLC NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/23/19	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	1/7/2020
			SHEET NO.
			1 of 1

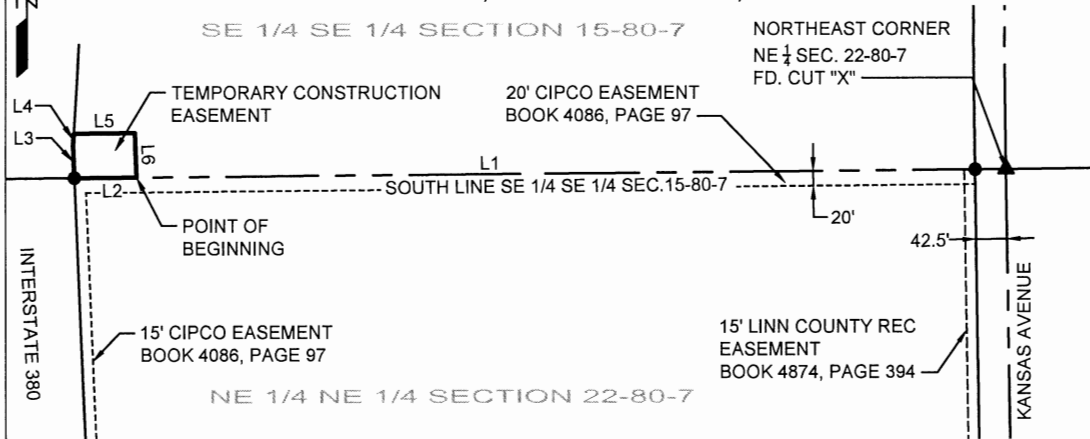
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# EASEMENT EXHIBIT C

## TEMPORARY CONSTRUCTION EASEMENT

A PART SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER  
SECTION 15, TOWNSHIP 80 NORTH, RANGE 7 WEST  
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S 89°30'13" W	1189.55'	L4	N 03°33'36" E	16.72'
L2	S 89°30'13" W	85.05'	L5	N 89°30'13" E	83.31'
L3	N 02°23'54" W	43.35'	L6	S 02°23'54" E	60.03'

### DESCRIPTION

A temporary construction easement on that part of Southeast Quarter of the Southeast Quarter of Section 15, 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 southeast corner of said Southeast Quarter;

thence South 89°30'13" West 1189.55 feet along the north line of said Southeast Quarter of the Southeast Quarter (assumed bearing for this description only) to the point of beginning;

thence continuing South 89°30'13" West 85.05 feet along said south line to a point of intersection with the easterly right-of-way line of Interstate 380;

thence North 2°23'54" West 43.35 feet along said easterly right-of-way line;

thence North 3°33'36" East 16.72 feet along said easterly right-of-way line;

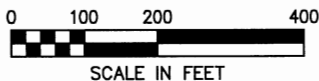
thence North 89°30'13" East 83.31 feet;

thence South 2°23'54" East 60.03 feet to the point of beginning.

Total area 5,088 square feet acres more or less with a net area (excluding permanent sanitary sewer easement) of 3,437 square feet more or less

### LEGEND

- FOUND  $\frac{1}{8}$ " IRON ROD
- ▲ FOUND SECTION CORNER AS NOTED



**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			
TEMPORARY CONSTRUCTION EASEMENT			
SMALLEY PROPERTY 270, LLC NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/23/19	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	1/07/2020

PROJECT NO.  
118299-0

SHEET NO.

1 of 1

**Resolution No. 2020-17**

**A RESOLUTION APPROVING THE PURCHASE OF EASEMENTS FROM SMALLEY PROPERTY 270, LLC, FOR THE SOUTHWEST GROWTH AREA UTILITY IMPROVEMENT PROJECT**

WHEREAS, the Southwest Growth Area Utility Improvement Project (the "Project") was approved by the North Liberty City Council on November 12, 2019; and

WHEREAS, the Project contemplates the acquisition of easements over, across and through certain real property owned by Smalley Property 270 LLC; and

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

WHEREAS, Smalley Property 270, LLC, has waived its right to just compensation for the subject real estate and desires to donate the easements.

**NOW, THEREFORE, BE IT RESOLVED** that the attached Public Easement Agreement to establish permanent and temporary easements on property owned by Smalley Property 270, LLC, is authorized and approved.

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**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

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

### **ACCESS AND UTILITY EASEMENT AGREEMENT**

This Agreement is made and entered into by and between DERS 380 LLC, an Iowa corporation, and MOYNA NORTH, LLC, an Iowa corporation, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include their agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as the "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 access and utility easements (Division I) and a temporary construction easement (Division II), for the public purpose of granting access to a sanitary sewer lift station to be located upon Lot 1 of The Evermore Part One subdivision as recorded at Book 63, Page 304, of the records of the Recorder's Office for Johnson County, Iowa, and facilitating the extension of utility services therefrom under, over, through and across the areas described in the attached exhibits (the "Project").

#### **DIVISION I – PERMANENT ACCESS AND UTILITY EASEMENT**

The Property Owner and the City agree that:

1. Property Owner hereby grants and conveys to the City a permanent easement for the limited purpose of the use, access, construction, maintenance, and repair of an access road, along with all necessary appurtenances in connection with said use, as the City shall from time to time elect, with the right of ingress and egress thereto, over and across the area designated as "50' Ingress/Egress," as depicted and described on the attached Exhibit A, which ingress and egress is solely for the purposes of access to Lot 1, The Evermore Part One, North Liberty, Iowa. Said area, the "Permanent Access Easement," together with the permanent utility easement set forth in paragraph 2 of this division, are collectively referred to herein as the "easement area." Nothing in this Agreement shall be construed as a dedication to the public. The City may extend the rights described herein to South Slope Cooperative Telephone Company ("South

Slope”); provided, however, that any such extension shall be subject to all terms and conditions of this agreement including, but not limited to, the right of Property Owner to force a relocation of the Permanent Access Easement pursuant to Section 9 of this Agreement. To the extent the City extends rights hereunder to South Slope, South Slope (including its agents, successors or assigns) is intended and shall be a third party beneficiary of this Agreement.

2. Property Owner hereby grants and conveys to the City as nominee to and for the benefit of South Slope Cooperative Telephone Company (“South Slope”) the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, fiber optic cable or other communications facilities and equipment, together with necessary conduit, electronics, vaults, handholes and other accessories (collectively, the “Facilities”), on or below the surface of the ground for the purpose of providing communication services; and also a right of way, with the right of ingress and egress thereto, over and across the northern ten feet (10’) of the Permanent Access Easement set forth in Paragraph 1 above, said area being designated herein as the “Permanent Utility Easement” and otherwise depicted as “10’ Ingress/Egress Easement” on the attached Exhibit A. The rights granted herein expressly include the right to excavate for, install, maintain and operate the Facilities underground and to inspect, locate and make repairs to the Facilities from time to time. The City acknowledges and agrees that (i) the grant of easement in this Section 2 to the City to and for the benefit of South Slope is for convenience only and is solely for the benefit of South Slope, and (ii) the City shall not be entitled to install, lay, construct, reconstruct, renew, operate, maintain and remove any Facilities or any other conduits, cables, pipes, and electric lines in the “Permanent Utility Easement” pursuant to this Agreement.
3. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area.
4. Property Owner reserves the right to use the easement area for purposes that will not interfere with the City's or South Slope's full enjoyment of the rights hereby granted; 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 area. Fences and trees placed in the easement area may be removed by the City without compensation, replacement, or notice.
5. The City shall not fence any part of the easement area, unless otherwise agreed in writing by the parties.
6. The Property Owner shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City; provided, however, that if the Permanent Access Easement is relocated pursuant to Section 9, the prohibition on change in grade, elevation or contour of the easement area shall no longer apply to the southerly forty (40) feet of the easement area.
7. The City shall have the right to remove any unauthorized obstructions or structures placed or

erected on the easement area; provided, however, that prior to any such removal the City shall first provide written notice to Property Owner and provide Property Owner with a reasonable opportunity to remove the unauthorized obstructions or structures excepting in case of emergency.

8. The City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair; provided, however, that prior to any remove of any topsoil the City shall first provide written notice to Property Owner and provide Property Owner with a reasonable opportunity to notify the City of Property Owner's desire to retain said topsoil. 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.
9. Property Owner reserves the right to require the City to relocate the Permanent Access Easement in accordance with the following terms and conditions:
  - a. In the event Property Owner desires to relocate the Permanent Access Easement, Property Owner shall provide written notification to the City of its desire to so relocate (the "Owner Notice"). The Owner Notice shall include all information reasonably necessary to illustrate the corridor of the proposed relocated Permanent Access Easement.
  - b. Following receipt of the Owner Notice the City shall work in good faith with Property Owner to amend this Agreement within a reasonable period of time (but in no event longer than thirty (30) days) to (i) terminate this Agreement as to the original Permanent Access Easement, and (ii) define the relocated Permanent Access Easement.
  - c. The proposed relocated Permanent Access Easement shall provide to the City substantially similar rights described herein.
  - d. Relocation of the Permanent Access Easement shall be conditioned upon the written consent of the City, which shall not be unreasonably denied; provided, however, that it shall be unreasonable for the City to withhold consent if Property Owner provides the City with an access corridor to Lot 1, The Evermore Part One, North Liberty, Iowa, which access corridor provides access to said Lot 1 in a form substantially similar to that of the existing Permanent Access Easement.

## **DIVISION II – TEMPORARY CONSTRUCTION EASEMENT**

The Property Owner and the City further agree that:

1. Property Owner does hereby grant and convey to the City a temporary construction easement for the purpose of facilitating the City's construction of the lift station and access road described above. Said temporary construction easement area is depicted and described on the attached Exhibit B, and referred to hereafter as the "Temporary Construction Easement Area."

2. 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.
3. 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 Engineer during the same timeframe, which consent shall not be unreasonably withheld.
4. 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 area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the temporary construction easement area.
5. 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.
6. The City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by the City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. The City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by the City. The 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 the City.
7. The 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 re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
8. The rights as described above in the Temporary Construction Easement Area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project. The City shall promptly file a written termination of the Temporary Construction Easement with the Johnson County, Iowa Recorder upon said termination.

### **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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**PROPERTY OWNER:**

**CITY:**

Signed: *Scott Andersen*  
Scott Andersen,  
Manager, DERS 380 LLC

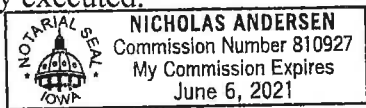
Signed: \_\_\_\_\_  
Terry L. Donahue, Mayor

Signed: *John P Moyna*  
President, Moyna North, LLC

Signed: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 19 day of February, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Andersen, to me personally known, who, being by me duly sworn, did say that he is the Manager of DERS 380 LLC, an Iowa limited liability company, and that the instrument was signed on behalf of the company by the authority of its members, and that Scott Andersen acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the company, by it and by him voluntarily executed.



*Nicholas Andersen*  
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this 13 day of February, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared *John P Moyna*, to me personally known, who, being by me duly sworn, did say that they are the President of Moyna North, LLC, an Iowa limited liability company, and that the instrument was signed on behalf of the corporation by the authority of its members, and that *John P Moyna* acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the company, by it and by them voluntarily executed.

*Jamie M Sweener*  
Notary Public in and for the State of Iowa

*2/13/22*

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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.

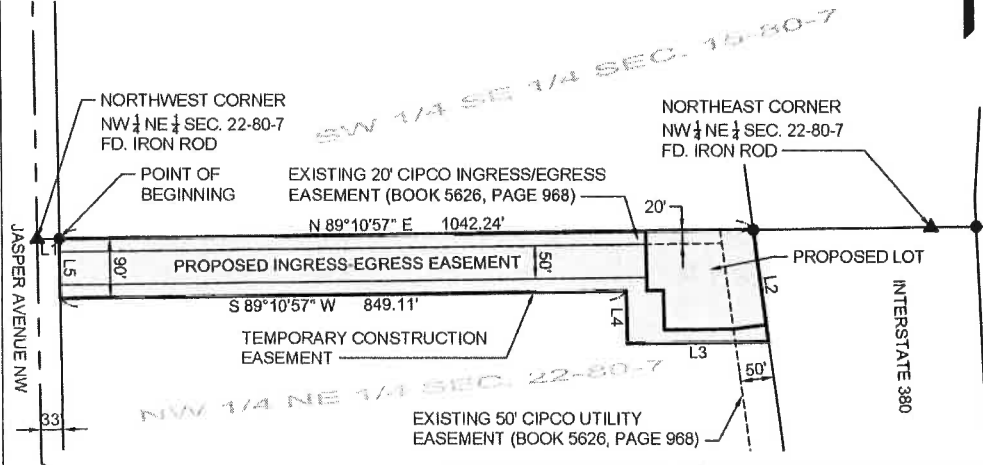
\_\_\_\_\_  
Notary Public in and for the State of Iowa





EXHIBIT B

**EASEMENT EXHIBIT**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 A PART SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER  
 SECTION 15, TOWNSHIP 80 NORTH, RANGE 7 WEST  
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°18'33" E	33.00'
L2	S 07°26'48" E	171.14'
L3	N 89°10'57" E	213.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
L4	N 00°49'03" W	80.00'
L5	N 00°44'46" W	90.00'

DESCRIPTION

A temporary construction easement on that part of Northwest Quarter of the Northeast Quarter of Section 22, 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 the Northwest Quarter of said Northeast Quarter;

thence North 89°10'57" East 33.00 feet along the north line of said Northwest Quarter of said Northeast Quarter to a point of intersection with the easterly right-of-way of Jasper Avenue NW (assumed bearing for this description only), said point being the point of beginning;

thence continuing North 89°10'57" East 1042.24 feet along said north line to a point of intersection with the westerly right-of-way of Interstate No. 380;

thence South 7°26'48" East 171.14 feet along said westerly right-of-way;

thence South 89°10'57" West 213.00 feet;

thence North 0°49'03" West 80.00 feet;

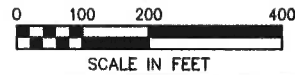
thence South 89°10'57" West 849.11 feet to a point of intersection with the easterly right-of-way of said Jasper Avenue NW;

thence North 0°44'46" West 90.00 feet along said easterly right-of-way to the point of beginning.

Total area 2.55 acres more or less with a net area (excluding proposed lot and proposed ingress-egress easement) of 0.99 acres more or less.

LEGEND

- FOUND 5/8" IRON ROD
- ▲ FOUND SECTION CORNER AS NOTED



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 ARCHITECTURE + ENGINEERING  
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 319.354.3040 | www.shive-hattery.com  
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT			
TEMPORARY CONSTRUCTION EASEMENT			
DERS 380, LLC, AND MOYNA NORTH, LLC			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	10/23/19	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.  
118289-0

SHEET NO.  
1 of 1

Prepared by and return to: Grant D. Lientz, City of North Liberty, 3 Quail Creek Circle, PO Box 77, North Liberty, IA 52317; (319) 626-5766


### WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, DERS 380 LLC, an Iowa corporation, and Moyna North, LLC, an Iowa corporation, (hereinafter "Grantors") do hereby convey to the City of North Liberty, Iowa, a municipal corporation, (hereinafter "Grantee") the following described real estate in Johnson County, Iowa:

Lot 1 of The Evermore Part One (Final Plat recorded in Plat Book 63, Page 304 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa.

Grantors do hereby covenant with Grantee, and successors in interest, that Grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Dated this 19 day of February, 2020

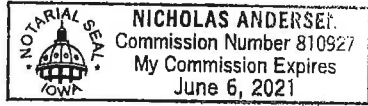
  
\_\_\_\_\_  
Scott Andersen, Manager  
DERS 380, LLC (Grantor)

By: John B. Moyn Moyna North, LLC (Grantor)  
Name Title

STATE OF IOWA, JOHNSON COUNTY: ss

On this 19 day of February, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Andersen, to me personally known,

who, being by me duly sworn, did say that he is the Manager of DERS 380 LLC, an Iowa limited liability company, and that the instrument was signed on behalf of the company by the authority of its members, and that Scott Andersen acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the company.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA, Clayton COUNTY: ss

On this 13 day of FEBRUARY, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John P. Moyna, to me personally known, who, being by me duly sworn, did say that he/she is the President of Moyna North, LLC, an Iowa limited liability company, and that the instrument was signed on behalf of the company by the authority of its members, and that John P. Moyna acknowledged the execution of the instrument to be his/her voluntary act and deed and the voluntary act and deed of the company.

[Signature]  
Notary Public in and for the State of Iowa

2/13/20

**Resolution No. 2020-18**

**A RESOLUTION APPROVING THE PURCHASE OF LAND AND OF EASEMENTS FROM DERS 390 LLC AND MOYNA NORTH, LLC, FOR THE SOUTHWEST GROWTH AREA UTILITY IMPROVEMENT PROJECT**

WHEREAS, the Southwest Growth Area Utility Improvement Project (the "Project") was approved by the North Liberty City Council on November 12, 2019; and

WHEREAS, the Project contemplates the acquisition of land and of easements over, across and through certain real property owned by DERS 380 LLC and Moyna North, LLC; and

WHEREAS, a deed from DERS 380 LLC and Moyna North, LLC, to the City of North Liberty has been prepared, and a copy of said deed is attached hereto and by this reference made a part hereof; and

WHEREAS, said deed has been examined and is found to be in proper form; and

WHEREAS, the City of North Liberty and DERS 380 LLC and Moyna North, LLC, wish to finalize the terms and conditions associated with the acquisition of said easements through an Access and Utility Easement Agreement; and

WHEREAS, the City of North Liberty agrees to provide compensation to the property owners for the acquisition, easements and damage to the remainder the land and the necessary easements across, over, and through said property in the amount of forty-seven thousand four hundred fifty dollars (\$47,450.00).

**NOW, THEREFORE, BE IT RESOLVED** that the attached Warranty Deed and Access and Utility Easement Agreement to establish easements on property owned by DERS 380 LLC and Moyna North, LLC, are authorized and approved.

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

**APPROVED AND ADOPTED** this 25th day of February, 2020.

**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

**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  
(SANITARY SEWER AND TEMPORARY CONTRUCTION EASEMENTS)**

This agreement is made and entered into by and between JOHN P. RARICK, THEOLA RARICK, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include their agents, successors or assigns), CLINT RARICK, tenant of the real estate described herein (hereinafter referred to as "Tenant," which expression shall include 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 (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner and the tenant hereby grants and conveys to the City a permanent easement (Division I) and a temporary easement (Division II) for the public purpose of extending, constructing and maintaining the City's sanitary sewer systems and related infrastructure (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, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- 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 and tenant, their successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other 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 or tenant.

#### **DIVISION I – PERMANENT SANITARY SEWER EASEMENT**

Further, the Property Owner, the tenant and the City agree that:

1. The permanent easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. The City has the right to excavate in the permanent easement area as the City may find reasonably necessary.
3. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area, except that the City will not be required to re-pave, nor shall the City be liable for the costs of re-paving any paved area which was excavated for maintenance.
4. The Property Owner or the tenant shall not erect any landscaping, fences, or structures over, under or within the permanent easement area without obtaining the prior written approval of the City Engineer. Even with such approval, if the Property Owner or the tenant paves or otherwise obstructs access to the easement area, the City shall have the right to excavate or remove such obstruction as the City deems reasonably necessary, and the City shall not be obligated to restore any paving disturbed by such excavation or removal.
5. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
6. The Property Owner or the tenant 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 Engineer.
7. The City shall have the right of access to the permanent 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 any unauthorized obstructions or structures placed or erected on the permanent easement area.
8. The City's rights under the permanent easement granted and conveyed herein by the Property Owner run indefinitely with the land.



## **DIVISION II – TEMPORARY EASEMENT**

The Property Owner, the tenant and the City further agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit B, which is attached and fully incorporated herein, and referred to herein as “temporary construction easement area.”
2. The Property Owner and the tenant do 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 or the tenant 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 or the tenant 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 Engineer during the same timeframe, which consent shall not be unreasonably withheld.
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 or the tenant upon request. The City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by The City. The City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. The Property Owner and the tenant agree that trees, shrubs and brush that are removed or disturbed will not be replaced by the City. The City, the Property Owner and the tenant shall communicate about the appropriate gates to be installed.
8. The 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 respread 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 following the completion of the construction of the Project, but no later than December 31, 2021.


### DIVISION III – COVENANTS RELEASES AND GENERAL PROVISIONS

1. Upon execution of this Easement Agreement, the City shall promptly dismiss any pending condemnation proceeding for the acquisition of the real estate described in this Easement Agreement, at its own expense.
2. The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement agreement 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.
3. 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.
4. This agreement is negotiated under threat of condemnation.
5. The City hereby gives the Property Owner and Tenant its notice to renegotiate construction or maintenance damages not apparent at the time of this agreement in accordance with Iowa Code Section 6B.52 (2019).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**PROPERTY OWNER:**

Signed:   
John V. Rarick, Owner

Signed:   
Theola Rarick, Owner

**CITY:**

Signed: \_\_\_\_\_  
Terry L. Donahue, Mayor

Signed: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

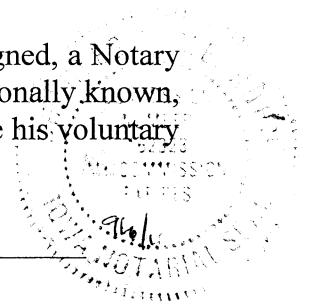
**TENANT:**

Signed:   
Clint Rarick, Tenant

STATE OF IOWA, JOHNSON COUNTY: ss

On this 17<sup>th</sup> day of February, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John P. Rarick, to me personally known, who, being by me duly sworn, acknowledged the execution of this instrument to be his voluntary act and deed.

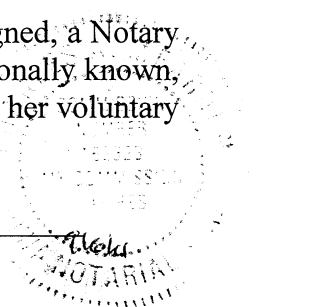
Ch. A. Mue  
Notary Public in and for said State



STATE OF IOWA, JOHNSON COUNTY: ss

On this 17<sup>th</sup> day of February, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Theola Rarick, to me personally known, who, being by me duly sworn, acknowledged the execution of this instrument to be her voluntary act and deed.

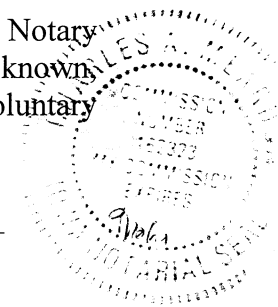
Ch. A. Mue  
Notary Public in and for said State



STATE OF IOWA, JOHNSON COUNTY: ss

On this 18 day of February, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clint Rarick, to me personally known, who, being by me duly sworn, acknowledged the execution of this instrument to be his voluntary act and deed.

Ch. A. Mue  
Notary Public in and for said State

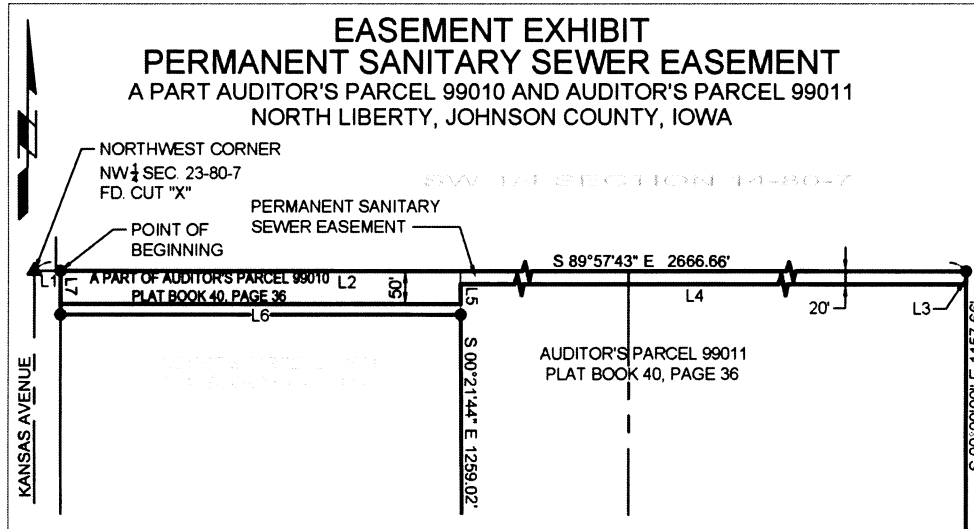


STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 \_\_\_\_\_, 2020, 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



LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S 89°57'43" E	40.00'	L4	N 89°57'43" W	2012.21'	L7	N 00°07'42" W	50.00'
L2	S 89°57'43" E	2626.66'	L5	S 00°21'44" E	30.00'			
L3	S 00°00'00" E	20.00'	L6	N 89°57'43" W	614.55'			

DESCRIPTION

A sanitary sewer easement on that part of Auditor's Parcel 99010 and Auditor's Parcel 99011 (Plat of Survey recorded in Plat Book 40, Page 36 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of said Auditor's Parcel 99010, said point also being the northwest corner of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M.;

thence South 89°57'43" East 40.00 feet along the north line of said Auditor's Parcel 99010 to a point of intersection with the easterly right-of-way line of Kansas Avenue, said point being the point of beginning;

thence continuing South 89°57'43" East 2626.66 feet along said north line and along the north line of said Auditor's Parcel 99011 to the northeast corner of said Auditor's Parcel 99011;

thence South 0°00'00" East 20.00 feet along the east line of said Auditor's Parcel 99011;

thence North 89°57'43" West 2012.21 feet along a line 20 feet in perpendicular distance southerly from the north line of said Auditor's Parcel 99011;

thence South 21°21'44" East 30.00 feet;

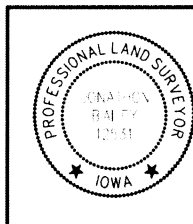
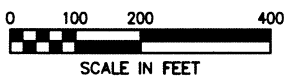
thence North 89°57'43" West 614.55 feet along a line 50 feet in perpendicular distance the southerly from the north line of said Auditor's Parcel 99011 to a point of intersection with the easterly right-of-way of said Kansas Avenue;

thence North 0°05'50" West 50.00 feet along said easterly right-of-way line to the point of beginning and containing an area of 1.63 acres more or less.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-8.1(5)

LEGEND

- FOUND  $\frac{1}{8}$ " IRON ROD
- ▲ FOUND SECTION CORNER AS NOTED



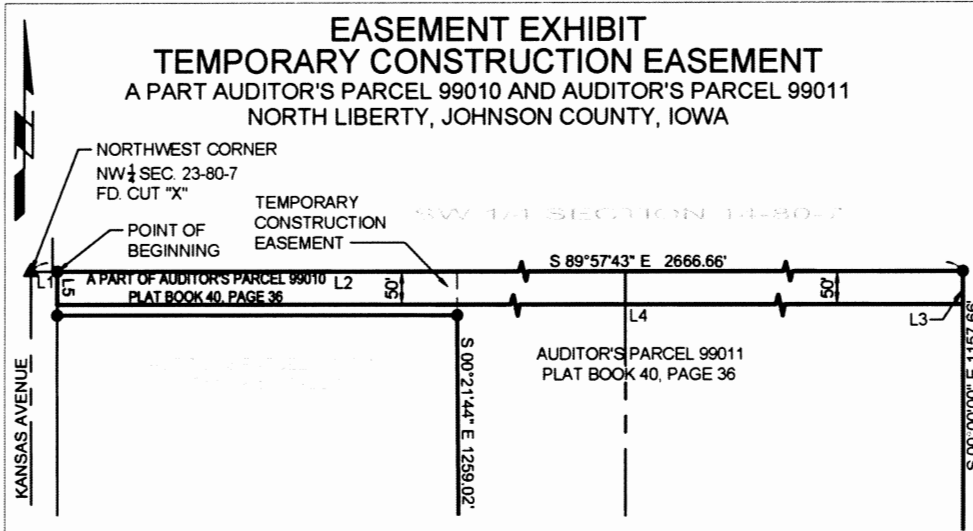
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: \_\_\_\_\_  
 NAME: **JONATHAN BAILEY**  
 DATE: \_\_\_\_\_ LICENSE NUMBER: **12531**  
 MY LICENSE RENEWAL DATE IS: **DECEMBER 31, 2020**  
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: \_\_\_\_\_  
**1 of 1**

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 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 PERMANENT SANITARY SEWER EASEMENT JOHN P. RARICK NORTH LIBERTY, JOHNSON COUNTY, IOWA			PROJECT NO. 118299-0
DATE	7/18/19	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	12/20/19
			SHEET NO. <b>1 of 1</b>

EXHIBIT B



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 89°57'43" E	40.00'
L2	S 89°57'43" E	2626.66'
L3	S 00°00'00" E	50.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
L4	N 89°57'43" W	2626.58'
L5	N 00°05'50" W	50.00'

DESCRIPTION

A temporary construction easement on that part of Auditor's Parcel 99010 and Auditor's Parcel 99011 (Plat of Survey recorded in Plat Book 40, Page 36 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of said Auditor's Parcel 99010, said point also being the northwest corner of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M.;

thence South 89°57'43" East 40.00 feet along the north line of said Auditor's Parcel 99010 to a point of intersection with the easterly right-of-way line of Kansas Avenue, said point being the point of beginning;

thence continuing South 89°57'43" East 2626.66 feet along said north line and along the north line of said Auditor's Parcel 99011 to the northeast corner of said Auditor's Parcel 99011;

thence South 0°00'00" East 50.00 feet along the east line of said Auditor's Parcel 99011;

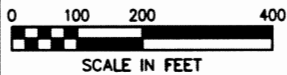
thence North 89°57'43" West 2626.58 feet along a line 50 feet in perpendicular distance southerly from the north line of said Auditor's Parcel 99011 to a point of intersection with the easterly right-of-way of said Kansas Avenue;

thence North 0°05'50" West 50.00 feet along said easterly right-of-way line to the point of beginning.

Total area 3.02 acres more or less with a net area (excluding permanent sanitary sewer easement) of 1.39 acres more or less.

LEGEND

- FOUND  $\frac{1}{4}$ " IRON ROD
- ▲ FOUND SECTION CORNER AS NOTED



**SHIVEHATTERY**  
 ARCHITECTURE + ENGINEERING  
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EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT JOHN P. RARICK NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/18/19	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	12-20-19

PROJECT NO.  
118298-0

SHEET NO.  
**1 of 1**

**Resolution No. 2020-19**

**A RESOLUTION APPROVING THE PURCHASE OF EASEMENTS FROM JOHN P. RARICK AND THEOLA RARICK FOR THE SOUTHWEST GROWTH AREA UTILITY IMPROVEMENT PROJECT**

WHEREAS, the Southwest Growth Area Utility Improvement Project (the "Project") was approved by the North Liberty City Council on November 12, 2019; and

WHEREAS, the Project contemplates the acquisition of easements over, across and through certain real property owned by John P. Rarick and Theola Rarick; and

WHEREAS, the City of North Liberty and John P. Rarick and Theola Rarick wish to finalize the terms and conditions associated with the acquisition of said easements through a Public Easement Agreement; and

WHEREAS, the City of North Liberty agrees to purchase the necessary easements across, over, and through said property for \$70,000.00;

**NOW, THEREFORE, BE IT RESOLVED** that that the purchase of temporary construction and sanitary sewer easements from John P. Rarick and Theola Rarick described in the attached agreement is authorized and approved.

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

**APPROVED AND ADOPTED** this 25<sup>th</sup> day of February, 2020.

**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. 2020-20

### **RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE SOUTHWEST GROWTH AREA UTILITY IMPROVEMENT PROJECT**

**WHEREAS**, the City Council of the City of North Liberty, Iowa, has heretofore given preliminary approval to the plans, specifications, and estimate of cost (the "Contract Documents") for the proposed Southwest Growth Area Utility Improvement Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project and the taking of bids therefor; and

**WHEREAS**, a hearing has been held on the Contract Documents on February 25, 2020;

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

Section 1. The City Council hereby delegates to the City Clerk and/or the Project Engineer the duty of receiving bids for the Project until 10:00 o'clock a.m. on March 3, 2020 at the City Administration Building in the City. At such time and place the City Clerk and/or the Project Engineer open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on March 10, 2020 at 6:30 p.m. at City Council Chambers in the City.

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

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

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



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

**APPROVED AND ADOPTED** this 25th day of February, 2020.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



# **FY 2021 Budget**

<b>CITY NAME</b> North Liberty	<b>NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY</b> Fiscal Year July 1, 2020 - June 30, 2021	<b>CITY CODE</b> 52-485
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

<b>Meeting Date:</b> 02/25/2020	<b>Meeting Time:</b> 6:30 p.m.	<b>Meeting Location:</b> Council Chambers; 1 Quail Creek Circle; North Liberty, Iowa
------------------------------------	-----------------------------------	---

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

<b>City Web Site (if available):</b> www.northlibertyiowa.org		<b>City Telephone Number:</b> 319/626-5700		
<b>Iowa Department of Management</b>	<b>Current Year Certified Property Tax</b> 2019/2020	<b>Budget Year Effective Property Tax</b> 2020/2021**	<b>Budget Year Proposed Maximum Property Tax</b> 2020/2021	<b>Annual % CHG</b>
Regular Taxable Valuation 1	911,313,796	927,483,804	927,483,804	
<b>Tax Levies:</b>				
Regular General 2	\$7,381,642	\$7,381,642	\$7,512,619	
Contract for Use of Bridge 3	\$0	\$0		
Opr & Maint Publicly Owned Transit 4	\$0	\$0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr. 5	\$0	\$0		
Opr & Maint of City-Owned Civic Center 6	\$0	\$0		
Planning a Sanitary Disposal Project 7	\$0	\$0		
Liability, Property & Self-Insurance Costs 8	\$0	\$0		
Support of Local Emer. Mgmt. Commission 9	\$0	\$0		
Emergency 10	\$0	\$0		
Police & Fire Retirement 11	\$0	\$0		
FICA & IPERS 12	\$722,980	\$722,980	\$1,098,165	
Other Employee Benefits 13	\$847,295	\$847,295	\$759,011	
<b>*Total 384.15A Maximum Tax Levy 14</b>	<b>\$8,951,917</b>	<b>\$8,951,917</b>	<b>\$9,369,795</b>	<b>4.67%</b>
<b>Calculated 384.15A Maximum Tax Rate 15</b>	<b>\$9.82309</b>	<b>\$9.65183</b>	<b>\$10.10238</b>	

Explanation of significant increases in the budget:

Growth in taxable valuation. Employee wage increases of 3% COLA to match union contract for the Police Department. Health Insurance increase of 1.97%. Increases add a net \$267,000. Add Police Investigator/Comm. Outreach 1/2 year. 2 replacement police cars. New P/T Library employee. Replace Rec Ctr gym divider. Communications equipment. Financial software acquisition. Community Center maintenance projects (tuckpointing, Aquatic HVAC replacement, parking lot lighting updates).

If applicable, the above notice also available online at:

<http://northlibertyiowa.org/budget>; <https://www.facebook.com/northliberty>; <https://twitter.com/northliberty>; <https://nextdoor.com/agency-detail/ia/north-liberty/city-of-north-liberty/>

\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

\*\*Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

**Resolution No. 2020-21**

**RESOLUTION APPROVING THE MAXIMUM TAX DOLLARS  
FROM CERTAIN LEVIES FOR THE CITY OF NORTH LIBERTY'S  
PROPOSED BUDGET FOR FISCAL YEAR 2020-2021**

**WHEREAS**, the City Council of North Liberty, Iowa is preparing the annual budget for the Fiscal Year 2020-2021; and

**WHEREAS**, the City Council has considered the proposed Fiscal Year 2020-21 city maximum property tax dollars for the affected levies totals; and

**WHEREAS**, a notice concerning the proposed city maximum property tax dollars from certain levies was published as required and posted on the city web site and social media accounts as required; and

**WHEREAS**, a public hearing concerning the city's maximum property tax dollars for the affected levy total was held at the city council meeting on February 25, 2020, at 6:30 p.m.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council that the maximum property tax dollars for the affected tax levies for Fiscal Year 2020-21 shall not exceed \$9,369,795, and a levy rate of \$10.10238 which represents an increase of 4.67% from the maximum property tax dollars requested for FY 2019-20.

**APPROVED AND ADOPTED** this 25th day of February, 2020.

**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

## SF634 In Brief

The Iowa Legislature passed [SF634](#), a bill that relates to local government budgets and property taxes

- The bill leaves all levies and current limits from [Code of Iowa Chapter 384](#) in place, such as the general fund (known as \$8.10), emergency, and Trust and Agency levies. It also leaves all rollbacks, property classes and structures in place.
- The new law **requires ALL cities** to pass a new resolution establishing their maximum property tax dollars to certify for levy, post notification, and hold a public hearing and vote, regardless of whether they need to exceed a newly specified 2% threshold for certain levies specified in the bill. The details of which levies are included in that threshold are covered in the second webinar, but note the use of the word “threshold” here instead of cap or limit that were associated with previous bills as the threshold can be exceeded. This is **in addition** to the existing budget certification process – with the resolution for budget certification, notification, public hearing, vote, and wait period for any potential protest. Now, those details in brief.....
- The bill requires cities to post notification of the new resolution and public hearing/vote by traditional means (meaning for cities with 200 or more in population publishing in a newspaper that is published at least once weekly and having general circulation in the city, with not less than 10 nor more than 20 days before the hearing; and cities with less than 200 in population, publication may be made by posting in 3 public places in the city) and then all cities in addition must post an electronic link to the notice of the public hearing on any and all existing city web sites and social media sites.
- The notice must include: the sum of the current fiscal year’s actual property taxes certified for levies 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 ag or horticultural purposes; the effective tax rate calculated using the sum of the current FY’s actual property taxes certified for levy for the levies specified under the 2% threshold again

- applicable to property that is not ag or horticultural, and the sum of the proposed maximum property tax dollars that may be certified for levy under the levies subject to the new 2% threshold.
- The notice must also include a statement of the major reasons for the increase if the maximum dollars to certify for the proposed budget for the impacted levies will exceed the dollars certified in the previous year for those impacted levies.
- Proof of publication is to be filed with the county auditor, and IDOM will provide the forms for the resolution to be adopted.
- During the new public hearing and vote on the resolution establishing the maximum property tax dollars to certify for levy, those cities seeking to exceed the 2% “threshold” must pass the Council vote with a two-thirds majority vote of the Council. To be clear, the language calls for 2/3rds majority. Those not seeking to exceed the 2% “threshold” for the impacted levies need only pass the Council vote with a majority vote of the Council.
- The new process requires cities to hear oral or written objection to the proposed resolution during the public hearing. After hearing and considering objections, the Council can decide to proceed with the vote, or decrease, but not increase, the maximum property taxes to certify for levy. Upon approval, the city must post the resolution within 10 days to its internet site, if it has one, and post it alongside any resolutions for subsequent budget years.
- ALL cities will then still need to do their resolution, notice, vote by majority of the Council and wait period as they have traditionally to approve their budget for certification, in addition to the new process.

#### **A few other things to keep in mind.....**

- The ability to exceed the 2% threshold is still limited by the \$8.10 levy, emergency levy, and any other caps in [Chapter 384](#). The new law does not add additional limitations to existing levies.



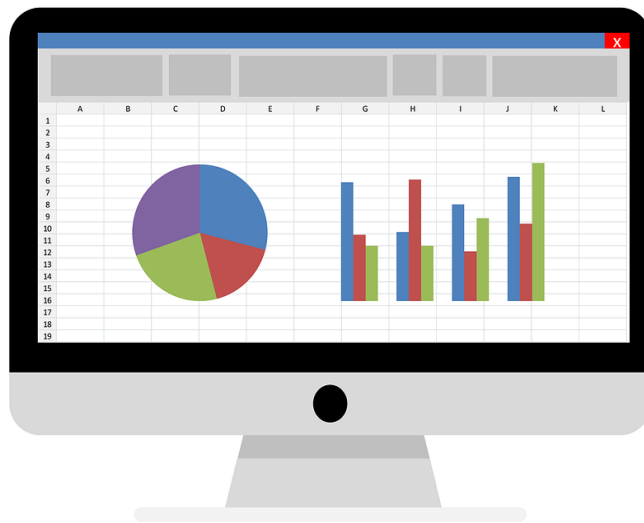
- Assessments still matter: since previously existing levy caps, such as the \$8.10, were left in place, assessments still matter because they dictate how much revenue a levy rate will generate.
- Moves certification date of city budgets to March 31<sup>st</sup>. The League has prepared a sample, or template, of a budget timeline for cities.

**The final bill does not contain:**

- A reverse referendum.
- A separation or exclusion for “net new” calculations from the 2% threshold....meaning that Revaluation, new construction, expiring property tax abatements and expiring or released TIF increment are all considerations as all would still fall under the 2% threshold. Growing cities would very likely need to use the process to exceed the threshold with two-thirds majority council vote simply to keep the status quo for new property.
- Language on assigned (or otherwise) ending fund limitations, or commonly known as reserves.

*You can find webinars and related information on SF634 as it is released on the Iowa League of Cities web site, at [www.iowaleague.org](http://www.iowaleague.org). They can be found under the News & Events, Workshop & Events, Webinars page as well as under Member Resources, Finance. If you have any questions, please contact Erin Mullenix, Research Director at the League, at [erinmullenix@iowaleague.org](mailto:erinmullenix@iowaleague.org); or the Legislative Team at the League at [legislativestaff@iowaleague.org](mailto:legislativestaff@iowaleague.org).*

Financial Planning Model  
For Year Ending June 30, 2021  
*(Updated February 19, 2020)*





# Public Safety

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Police</b>							
Budget Inflation Rate		13.53%	5.24%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 2,279,368	\$ 2,541,734	\$ 2,623,113	\$ 2,754,269	\$ 2,891,982	\$ 3,036,581	\$ 3,188,410
Services & Commodities	\$ 175,206	\$ 264,951	\$ 330,051	\$ 346,554	\$ 363,881	\$ 382,075	\$ 401,179
Capital Outlay	\$ 2,194	\$ 10,900	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 96,475	\$ 81,200	\$ 97,633	\$ 175,000	\$ 144,000	\$ 138,000	\$ 131,000
<b>Total</b>	<b>\$ 2,553,243</b>	<b>\$ 2,898,785</b>	<b>\$ 3,050,797</b>	<b>\$ 3,275,822</b>	<b>\$ 3,399,863</b>	<b>\$ 3,556,656</b>	<b>\$ 3,720,589</b>
<b>Emergency Management</b>							
Budget Inflation Rate		55.08%	2.48%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 14,283	\$ 22,150	\$ 22,700	\$ 23,608	\$ 24,552	\$ 25,534	\$ 26,556
Capital Outlay	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 14,283</b>	<b>\$ 22,150</b>	<b>\$ 22,700</b>	<b>\$ 73,608</b>	<b>\$ 24,552</b>	<b>\$ 25,534</b>	<b>\$ 26,556</b>
<b>Fire</b>							
Budget Inflation Rate		26.90%	-5.63%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 519,182	\$ 654,154	\$ 665,600	\$ 698,880	\$ 733,824	\$ 770,515	\$ 809,041
SAFER Grant	\$ 29,450	\$ 80,000	\$ -	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
Services & Commodities	\$ 131,811	\$ 169,600	\$ 163,965	\$ 172,163	\$ 180,771	\$ 189,810	\$ 199,300
Capital Outlay	\$ 16,462	\$ 24,000	\$ 22,000	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 34,200	\$ -	\$ 24,000	\$ 125,000	\$ 150,000	\$ 150,000	\$ 175,000
<b>Total</b>	<b>\$ 731,105</b>	<b>\$ 927,754</b>	<b>\$ 875,565</b>	<b>\$ 1,076,043</b>	<b>\$ 1,144,595</b>	<b>\$ 1,190,325</b>	<b>\$ 1,263,341</b>
<b>Building Inspections</b>							
Budget Inflation Rate		10.18%	-16.28%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 444,253	\$ 488,028	\$ 397,944	\$ 417,841	\$ 438,733	\$ 460,670	\$ 483,703
Services & Commodities	\$ 51,101	\$ 65,465	\$ 65,465	\$ 68,738	\$ 72,175	\$ 75,784	\$ 79,573
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 502,354</b>	<b>\$ 553,493</b>	<b>\$ 463,409</b>	<b>\$ 486,579</b>	<b>\$ 510,908</b>	<b>\$ 536,454</b>	<b>\$ 563,277</b>
<b>Animal Control</b>							
Budget Inflation Rate		66.56%	0.00%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ 3,582	\$ 5,100	\$ 5,100	\$ 5,304	\$ 5,516	\$ 5,737	\$ 5,966
Services & Commodities	\$ 9,446	\$ 16,600	\$ 17,600	\$ 18,304	\$ 19,036	\$ 19,798	\$ 20,590
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 13,028</b>	<b>\$ 21,700</b>	<b>\$ 22,700</b>	<b>\$ 23,608</b>	<b>\$ 24,552</b>	<b>\$ 25,534</b>	<b>\$ 26,556</b>
<b>Traffic Safety</b>							
Budget Inflation Rate		33.67%	1.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 26,771	\$ 36,188	\$ 36,549	\$ 38,376	\$ 40,295	\$ 42,310	\$ 44,426
Services & Commodities	\$ 302	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 27,073</b>	<b>\$ 36,188</b>	<b>\$ 36,549</b>	<b>\$ 38,376</b>	<b>\$ 40,295</b>	<b>\$ 42,310</b>	<b>\$ 44,426</b>
<b>Total Expenditures</b>	<b>\$ 3,841,086</b>	<b>\$ 4,460,070</b>	<b>\$ 4,471,720</b>	<b>\$ 4,974,037</b>	<b>\$ 5,144,767</b>	<b>\$ 5,376,814</b>	<b>\$ 5,644,744</b>

ADD one (1) FT Investigator/Community Outreach officer (starting January 2021)

ACCOUNT FOR additional expenses for new building

REPLACE two (2) patrol cars & related equipment

ADD one (1) FT training officer (funded by potential SAFER grant)

ADD building upgrades (paint, HVAC, lights)

ADD personal protective gear for new firefighters

REORG employees

REPLACE animal enclosures

**A Breakdown of Public Safety**

% of General Fund Budget	31.18%	33.37%	31.99%	32.95%	32.41%	32.80%	32.85%
Cost/Capita	\$ 202.17	\$ 226.41	\$ 219.21	\$ 235.75	\$ 236.01	\$ 238.98	\$ 243.32
Total Personnel Costs	\$ 3,273,156	\$ 3,725,204	\$ 3,728,306	\$ 3,914,670	\$ 4,110,351	\$ 4,315,813	\$ 4,531,546
% of Public Safety Expenditures	85.21%	83.52%	83.38%	78.70%	79.89%	80.27%	80.28%

## Fire Capital Fund

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Revenues</b>							
Transfer from General Fund	\$ 50,662	\$ 24,000	\$ 24,000	\$ 125,000	\$ 150,000	\$ 150,000	\$ 175,000
Transfer from Reserves	\$ -	\$ 505,322	\$ 250,000	\$ -	\$ -	\$ -	\$ -
General Obligation Bond Proceeds	\$ -	\$ 494,678	\$ 329,000	\$ -	\$ -	\$ 6,000,000	\$ 2,126,000
<b>Total Revenues</b>	<b>\$ 50,662</b>	<b>\$ 1,024,000</b>	<b>\$ 603,000</b>	<b>\$ 125,000</b>	<b>\$ 150,000</b>	<b>\$ 6,150,000</b>	<b>\$ 2,301,000</b>
<b>Equipment*</b>							
Fire Department Equipment	\$ 14,200						
Fire House Improvements	\$ 20,000						
Pumper Truck		\$ 700,000					
Tanker Truck		\$ 300,000					
Fire Station #2 Land			\$ 250,000				
Personal Protective Gear			\$ 24,000				
Training Tower Infrastructure			\$ 329,000				
Off-Road Brush Fire Truck				\$ 300,000			
SCBA Compressor & Fill Station					\$ 76,000		
Fire Station #2						\$ 6,000,000	
Staff Vehicle						\$ 60,000	
Fire Station #2 Pumper Truck							\$ 826,000
Platform Ladder Truck							\$ 1,300,000
<b>Total Expenditures</b>	<b>\$ 34,200</b>	<b>\$ 1,000,000</b>	<b>\$ 603,000</b>	<b>\$ 300,000</b>	<b>\$ 76,000</b>	<b>\$ 6,060,000</b>	<b>\$ 2,126,000</b>
<b>Net Change in Fund Balance</b>	<b>\$ 16,462</b>	<b>\$ 24,000</b>	<b>\$ -</b>	<b>\$ (175,000)</b>	<b>\$ 74,000</b>	<b>\$ 90,000</b>	<b>\$ 175,000</b>
Beginning Fund Balance	\$ 313,310	\$ 329,772	\$ 353,772	\$ 353,772	\$ 178,772	\$ 252,772	\$ 342,772
Ending Fund Balance	\$ 329,772	\$ 353,772	\$ 353,772	\$ 178,772	\$ 252,772	\$ 342,772	\$ 517,772

Equipment\* See Capital Improvements Plan (CIP) for equipment details.

## Public Works

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Solid Waste Collection</b>							
Budget Inflation Rate		-36.00%	24.76%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 1,277,432	\$ 817,600	\$ 1,020,000	\$ 1,060,800	\$ 1,103,232	\$ 1,147,361	\$ 1,193,256
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 1,277,432</b>	<b>\$ 817,600</b>	<b>\$ 1,020,000</b>	<b>\$ 1,060,800</b>	<b>\$ 1,103,232</b>	<b>\$ 1,147,361</b>	<b>\$ 1,193,256</b>
<b>Transit</b>							
Budget Inflation Rate		79.41%	0.00%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 97,540	\$ 175,000	\$ 175,000	\$ 182,000	\$ 189,280	\$ 196,851	\$ 204,725
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 97,540</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 182,000</b>	<b>\$ 189,280</b>	<b>\$ 196,851</b>	<b>\$ 204,725</b>
<b>Streets</b>							
Budget Inflation Rate		-100.00%	0.00%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 40,428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 40,428</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 1,415,400</b>	<b>\$ 992,600</b>	<b>\$ 1,195,000</b>	<b>\$ 1,242,800</b>	<b>\$ 1,292,512</b>	<b>\$ 1,344,212</b>	<b>\$ 1,397,981</b>

## A Breakdown of Public Works

% of General Fund Budget	11.49%	7.43%	8.55%	8.23%	8.14%	8.20%	8.14%
Cost/Capita	\$ 74.50	\$ 50.39	\$ 58.58	\$ 58.90	\$ 59.29	\$ 59.75	\$ 60.26
Total Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% of Public Works Expenditures	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

## Health &amp; Social Services

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Social Services</b>							
Budget Inflation Rate		5.55%	2.41%	3.00%	3.00%	3.00%	3.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 111,011	\$ 117,176	\$ 120,000	\$ 123,600	\$ 127,308	\$ 131,127	\$ 135,061
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 111,011</b>	<b>\$ 117,176</b>	<b>\$ 120,000</b>	<b>\$ 123,600</b>	<b>\$ 127,308</b>	<b>\$ 131,127</b>	<b>\$ 135,061</b>
<b>Total Expenditures</b>	<b>\$ 111,011</b>	<b>\$ 117,176</b>	<b>\$ 120,000</b>	<b>\$ 123,600</b>	<b>\$ 127,308</b>	<b>\$ 131,127</b>	<b>\$ 135,061</b>

## A Breakdown of Social Services

% of General Fund Budget	0.90%	0.88%	0.86%	0.82%	0.80%	0.80%	0.79%
Cost/Capita	\$ 5.84	\$ 5.95	\$ 5.88	\$ 5.86	\$ 5.84	\$ 5.83	\$ 5.82
Total Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% of Health & Social Services Expenditures	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Discretionary Fund Applicants	FY19 Award	FY20 Award	FY21 Request	FY21 Actual
Any Given Child	\$ 1,000	\$ 2,176	\$ -	\$ -
Big Brothers/Big Sisters	\$ 2,500	\$ 3,000	\$ -	\$ -
CommUnity Crisis Services & Food Bank	\$ 5,000	\$ 5,000	\$ -	\$ -
Domestic Violence Intervention Program	\$ 6,000	\$ 6,500	\$ -	\$ -
Elder Services, Inc & Horizons	\$ 7,500	\$ 8,500	\$ -	\$ -
Housing Trust Fund of Johnson Co	\$ 8,000	\$ 10,000	\$ -	\$ -
Iowa City Free Medical & Dental Clinic	\$ -	\$ 1,500	\$ -	\$ -
Journey Above Poverty	\$ 1,000	\$ 1,000	\$ -	\$ -
NL Family Resource Center	\$ 55,000	\$ 55,000	\$ -	\$ -
NL Food & Clothing Pantry	\$ 16,000	\$ 17,000	\$ -	\$ -
Rape Victim Advocacy Program	\$ 2,000	\$ 2,500	\$ -	\$ -
Shelter House Community Shelter	\$ 4,000	\$ 5,000	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 108,000</b>	<b>\$ 117,176</b>	<b>\$ -</b>	<b>\$ 120,000</b>

# Culture & Recreation

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Library</b>							
Budget Inflation Rate		9.74%	8.71%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 798,543	\$ 894,625	\$ 961,115	\$ 1,009,171	\$ 1,059,629	\$ 1,112,611	\$ 1,168,241
Services & Commodities	\$ 229,789	\$ 227,895	\$ 265,720	\$ 279,006	\$ 292,956	\$ 307,604	\$ 322,984
Capital Outlay	\$ -	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 1,028,332</b>	<b>\$ 1,128,520</b>	<b>\$ 1,226,835</b>	<b>\$ 1,288,177</b>	<b>\$ 1,352,586</b>	<b>\$ 1,420,215</b>	<b>\$ 1,491,226</b>
<b>Parks, Buildings &amp; Grounds</b>							
Budget Inflation Rate		18.23%	1.65%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 568,346	\$ 674,147	\$ 698,948	\$ 733,895	\$ 770,590	\$ 809,120	\$ 849,576
Services & Commodities	\$ 177,355	\$ 195,350	\$ 195,350	\$ 205,118	\$ 215,373	\$ 226,142	\$ 237,449
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 65,000	\$ 89,000	\$ 80,000	\$ 150,000	\$ 85,000	\$ 100,000	\$ 100,000
<b>Total</b>	<b>\$ 810,701</b>	<b>\$ 958,497</b>	<b>\$ 974,298</b>	<b>\$ 1,089,013</b>	<b>\$ 1,070,964</b>	<b>\$ 1,135,262</b>	<b>\$ 1,187,025</b>
<b>Recreation</b>							
Budget Inflation Rate		11.08%	4.92%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 1,036,159	\$ 1,176,818	\$ 1,216,532	\$ 1,277,359	\$ 1,341,227	\$ 1,408,288	\$ 1,478,702
Services & Commodities	\$ 399,681	\$ 422,500	\$ 443,500	\$ 465,675	\$ 488,959	\$ 513,407	\$ 539,077
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 40,000	\$ 40,000	\$ 60,000	\$ 45,000	\$ 170,000	\$ 100,000	\$ 100,000
<b>Total</b>	<b>\$ 1,475,840</b>	<b>\$ 1,639,318</b>	<b>\$ 1,720,032</b>	<b>\$ 1,788,034</b>	<b>\$ 2,000,185</b>	<b>\$ 2,021,695</b>	<b>\$ 2,117,779</b>
<b>Community Center</b>							
Budget Inflation Rate		55.19%	4.88%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 142,173	\$ 210,500	\$ 221,000	\$ 232,050	\$ 243,653	\$ 255,835	\$ 268,627
Capital Outlay	\$ -	\$ -	\$ 32,000	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 36,000	\$ 66,000	\$ 37,000	\$ 150,000	\$ 250,000	\$ 100,000	\$ 100,000
<b>Total</b>	<b>\$ 178,173</b>	<b>\$ 276,500</b>	<b>\$ 290,000</b>	<b>\$ 382,050</b>	<b>\$ 493,653</b>	<b>\$ 355,835</b>	<b>\$ 368,627</b>
<b>Cemetery</b>							
Budget Inflation Rate		125.75%	0.00%	6.00%	6.00%	6.00%	6.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 17,719	\$ 40,000	\$ 40,000	\$ 42,400	\$ 44,944	\$ 47,641	\$ 50,499
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 17,719</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 42,400</b>	<b>\$ 44,944</b>	<b>\$ 47,641</b>	<b>\$ 50,499</b>
<b>Aquatic Center</b>							
Budget Inflation Rate		-4.15%	11.54%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 548,106	\$ 531,674	\$ 613,640	\$ 644,322	\$ 676,538	\$ 710,365	\$ 745,883
Services & Commodities	\$ 233,140	\$ 313,000	\$ 328,500	\$ 344,925	\$ 362,171	\$ 380,280	\$ 399,294
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 881,246</b>	<b>\$ 844,674</b>	<b>\$ 942,140</b>	<b>\$ 989,247</b>	<b>\$ 1,038,709</b>	<b>\$ 1,090,645</b>	<b>\$ 1,145,177</b>
<b>Total Expenditures</b>	<b>\$ 4,392,011</b>	<b>\$ 4,887,509</b>	<b>\$ 5,193,305</b>	<b>\$ 5,578,920</b>	<b>\$ 6,001,040</b>	<b>\$ 6,071,292</b>	<b>\$ 6,360,333</b>

ADD new Library Assistant I & Library Asst II from 25 to 29 hours

ACCOUNT FOR cleaning contract, software, building maintenance

REPLACE three zero-turn mowers (\$45K), & wide-area mower (\$35K)

ADD new gym divider (\$15K)

REPLACE exercise equipment (\$45K)

ADD carpet extractor (\$12.5K)

REPLACE boiler flues (\$4K), auto scrubber (\$15.5K)

ADD tuckpoint building (\$20K)

REPLACE parking lot poles & lights (\$17K)

**A Breakdown of Culture & Recreation**

% of General Fund Budget	35.65%	36.57%	37.16%	36.96%	37.80%	37.04%	37.02%
Cost/Capita	\$ 231.17	\$ 248.11	\$ 254.59	\$ 264.42	\$ 275.29	\$ 269.85	\$ 274.16
Total Personnel Costs	\$ 2,951,154	\$ 3,277,264	\$ 3,490,235	\$ 3,664,747	\$ 3,847,984	\$ 4,040,383	\$ 4,242,402
% of C & R Expenditures	67.19%	67.05%	67.21%	65.69%	64.12%	66.55%	66.70%

# Community & Economic Development

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Community Beautification</b>							
Budget Inflation Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Economic Development</b>							
Budget Inflation Rate		6.98%	0.00%	3.00%	3.00%	3.00%	3.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 107,500	\$ 115,000	\$ 115,000	\$ 118,450	\$ 122,004	\$ 125,664	\$ 129,434
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 107,500</b>	<b>\$ 115,000</b>	<b>\$ 115,000</b>	<b>\$ 118,450</b>	<b>\$ 122,004</b>	<b>\$ 125,664</b>	<b>\$ 129,434</b>
<b>Planning &amp; Zoning</b>							
Budget Inflation Rate		50.72%	2.28%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 122,186	\$ 197,010	\$ 205,831	\$ 216,123	\$ 226,929	\$ 238,275	\$ 250,189
Services & Commodities	\$ 207,901	\$ 285,000	\$ 303,000	\$ 318,150	\$ 334,058	\$ 350,760	\$ 368,298
Capital Outlay	\$ -	\$ 15,500	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 330,087</b>	<b>\$ 497,510</b>	<b>\$ 508,831</b>	<b>\$ 534,273</b>	<b>\$ 560,986</b>	<b>\$ 589,035</b>	<b>\$ 618,487</b>
<b>Communications</b>							
Budget Inflation Rate		-2.61%	17.43%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 284,694	\$ 289,670	\$ 323,469	\$ 339,642	\$ 356,625	\$ 374,456	\$ 393,179
Services & Commodities	\$ 29,461	\$ 47,440	\$ 52,702	\$ 55,337	\$ 58,104	\$ 61,009	\$ 64,060
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 32,000	\$ -	\$ 19,700	\$ 29,000	\$ 15,000	\$ 7,000	\$ 20,000
<b>Total</b>	<b>\$ 346,155</b>	<b>\$ 337,110</b>	<b>\$ 395,871</b>	<b>\$ 423,980</b>	<b>\$ 429,729</b>	<b>\$ 442,465</b>	<b>\$ 477,238</b>
<b>Total Expenditures</b>	<b>\$ 783,742</b>	<b>\$ 949,620</b>	<b>\$ 1,019,702</b>	<b>\$ 1,076,702</b>	<b>\$ 1,112,718</b>	<b>\$ 1,157,164</b>	<b>\$ 1,225,159</b>

SUPPORTS ICAD (\$75K), Blues & BBQ (\$15K), UNESCO (\$10K), Entrepreneurial Dev't Center (\$5K)

ADD network storage (\$10K), wireless audio (\$3.2K)  
REPLACE collateral with new branding (\$5K), laptop (\$1.5K)

**A Breakdown of Community & Economic Development**

% of General Fund Budget	6.36%	7.11%	7.30%	7.13%	7.01%	7.06%	7.13%
Cost/Capita	\$ 41.25	\$ 48.21	\$ 49.99	\$ 51.03	\$ 51.04	\$ 51.43	\$ 52.81
Total Personnel Costs	\$ 406,880	\$ 486,680	\$ 529,300	\$ 555,765	\$ 583,553	\$ 612,731	\$ 643,367
% of C & ED Expenditures	51.92%	51.25%	51.91%	51.62%	52.44%	52.95%	52.51%

# General Government

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Mayor &amp; Council</b>							
Budget Inflation Rate		102.24%	0.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 12,331	\$ 24,636	\$ 24,636	\$ 25,868	\$ 27,161	\$ 28,519	\$ 29,945
Services & Commodities	\$ 98	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Capital Outlay	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 12,429</b>	<b>\$ 25,136</b>	<b>\$ 25,136</b>	<b>\$ 32,368</b>	<b>\$ 33,661</b>	<b>\$ 35,019</b>	<b>\$ 36,445</b>
<b>Administration</b>							
Budget Inflation Rate		7.00%	1.77%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 899,691	\$ 954,282	\$ 992,384	\$ 1,042,003	\$ 1,094,103	\$ 1,148,809	\$ 1,206,249
Services & Commodities	\$ 615,031	\$ 666,500	\$ 657,130	\$ 689,987	\$ 724,486	\$ 760,710	\$ 798,746
Capital Outlay	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 1,514,722</b>	<b>\$ 1,620,782</b>	<b>\$ 1,649,514</b>	<b>\$ 1,741,990</b>	<b>\$ 1,828,589</b>	<b>\$ 1,919,519</b>	<b>\$ 2,014,995</b>
<b>Elections</b>							
Budget Inflation Rate		79.53%	-100.00%	0.00%	-100.00%	0.00%	-100.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 2,228	\$ 4,000	\$ -	\$ 6,000	\$ -	\$ 6,000	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 2,228</b>	<b>\$ 4,000</b>	<b>\$ -</b>	<b>\$ 6,000</b>	<b>\$ -</b>	<b>\$ 6,000</b>	<b>\$ -</b>
<b>Legal &amp; Tort Liability</b>							
Budget Inflation Rate		22.99%	-3.64%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 153,699	\$ 230,819	\$ 221,997	\$ 233,097	\$ 244,752	\$ 256,989	\$ 269,839
Services & Commodities	\$ 43,319	\$ 11,500	\$ 11,500	\$ 12,075	\$ 12,679	\$ 13,313	\$ 13,978
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 197,018</b>	<b>\$ 242,319</b>	<b>\$ 233,497</b>	<b>\$ 245,172</b>	<b>\$ 257,430</b>	<b>\$ 270,302</b>	<b>\$ 283,817</b>
<b>Personnel</b>							
Budget Inflation Rate		27.39%	7.75%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 22,934	\$ 48,500	\$ 48,500	\$ 50,925	\$ 53,471	\$ 56,145	\$ 58,952
Services & Commodities	\$ 27,696	\$ 16,000	\$ 21,000	\$ 22,050	\$ 23,153	\$ 24,310	\$ 25,526
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 50,630</b>	<b>\$ 64,500</b>	<b>\$ 69,500</b>	<b>\$ 72,975</b>	<b>\$ 76,624</b>	<b>\$ 80,455</b>	<b>\$ 84,478</b>
<b>Total Expenditures</b>	<b>\$ 1,777,027</b>	<b>\$ 1,956,737</b>	<b>\$ 1,977,647</b>	<b>\$ 2,098,504</b>	<b>\$ 2,196,305</b>	<b>\$ 2,311,295</b>	<b>\$ 2,419,735</b>

ACCOUNT FOR software (\$65K)

ACCOUNT FOR additional legal fees

## A Breakdown of General Government

% of General Fund Budget	14.42%	14.64%	14.15%	13.90%	13.84%	14.10%	14.08%
Cost/Capita	\$ 93.53	\$ 99.33	\$ 96.95	\$ 99.46	\$ 100.75	\$ 102.73	\$ 104.30
Total Personnel Costs	\$ 1,088,655	\$ 1,258,237	\$ 1,287,517	\$ 1,351,893	\$ 1,419,487	\$ 1,490,462	\$ 1,564,985
% of General Gov't Expenditures	61.26%	64.30%	65.10%	64.42%	64.63%	64.49%	64.68%

## General Fund Revenues

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Taxable Value</b>							
Inflationary Rate		3.90%	1.34%	2.00%	2.00%	2.00%	2.00%
Regular	\$ 877,173,602	\$ 911,313,796	\$ 923,395,112	\$ 941,863,014	\$ 960,700,275	\$ 979,914,280	\$ 999,512,566
Agriculture	\$ 1,729,606	\$ 1,859,112	\$ 2,012,343	\$ 2,052,590	\$ 2,093,642	\$ 2,135,514	\$ 2,178,225
<b>Tax Rates</b>							
General	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000
Insurance	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Transit	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Emergency	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Other	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
<b>Total</b>	<b>\$8.10000</b>	<b>\$8.10000</b>	<b>\$8.10000</b>	<b>\$8.10000</b>	<b>\$8.10000</b>	<b>\$8.10000</b>	<b>\$8.10000</b>
Trust & Agency	\$2.00591	\$1.72309	\$2.00238	\$2.00238	\$2.00238	\$2.00238	\$2.00238
Agriculture	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375
<b>Tax Rate Revenues</b>							
General	\$ 7,031,848	\$ 7,351,967	\$ 7,479,500	\$ 7,629,090	\$ 7,781,672	\$ 7,937,306	\$ 8,096,052
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 221,240	\$ 150,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Trust & Agency	\$ 1,803,968	\$ 1,622,382	\$ 1,887,791	\$ 1,885,968	\$ 1,923,687	\$ 1,962,161	\$ 2,001,404
Agriculture	\$ 5,600	\$ 5,584	\$ 6,045	\$ 6,165	\$ 6,289	\$ 6,415	\$ 6,543
Utility Excise Tax	\$ 24,302	\$ 29,675	\$ 33,119	\$ 33,781	\$ 34,457	\$ 35,146	\$ 35,849
Mobile Home Taxes	\$ 31,508	\$ 18,000	\$ 25,000	\$ 25,500	\$ 26,010	\$ 26,530	\$ 27,061
<b>Total</b>	<b>\$ 9,118,466</b>	<b>\$ 9,177,608</b>	<b>\$ 9,631,455</b>	<b>\$ 9,780,505</b>	<b>\$ 9,972,115</b>	<b>\$ 10,167,557</b>	<b>\$ 10,366,908</b>
<b>Inflationary Rate</b>							
Licenses & Permits	\$ 625,245	\$ 700,325	\$ 705,800	\$ 712,858	\$ 719,987	\$ 727,186	\$ 734,458
<b>Inflationary Rate</b>							
Use of Money	\$ 154,101	\$ 143,500	\$ 151,500	\$ 153,015	\$ 154,545	\$ 156,091	\$ 157,652
<b>Inflationary Rate</b>							
Intergovernmental	\$ 362,337	\$ 291,624	\$ 225,316	\$ 227,569	\$ 229,845	\$ 232,143	\$ 234,465
<b>Inflationary Rate</b>							
Charges for Services	\$ 2,724,764	\$ 1,939,700	\$ 2,284,650	\$ 2,353,190	\$ 2,423,785	\$ 2,496,499	\$ 2,571,394
<b>Inflationary Rate</b>							
Miscellaneous	\$ 153,197	\$ 50,000	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
<b>Inflationary Rate</b>							
Utility Accounting & Collection	\$ 674,834	\$ 637,998	\$ 577,379	\$ 515,821	\$ 443,137	\$ 465,294	\$ 465,294
<b>Inflationary Rate</b>							
State Property Tax Backfill	\$ 186,313	\$ 244,948	\$ 123,842	\$ 61,921	\$ 30,961	\$ -	\$ -
<b>Total</b>	<b>\$ 13,999,257</b>	<b>\$ 13,185,703</b>	<b>\$ 13,749,942</b>	<b>\$ 13,855,879</b>	<b>\$ 14,026,394</b>	<b>\$ 14,297,831</b>	<b>\$ 14,584,292</b>



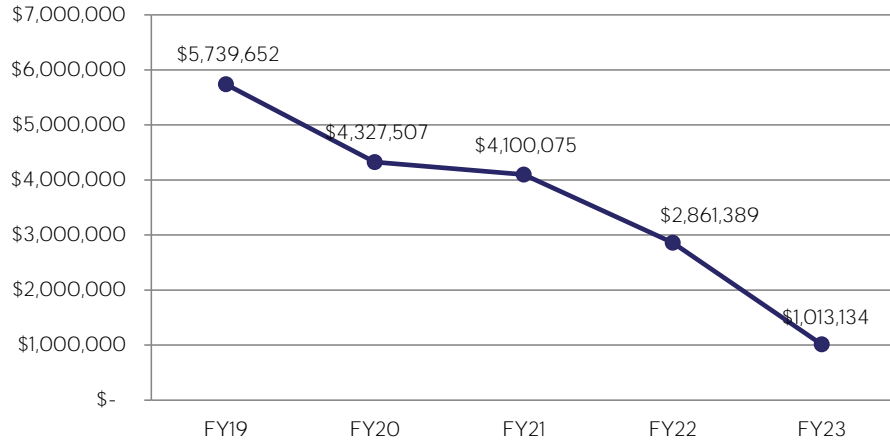
# General Fund Summary

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Revenues</b>							
Property Taxes	\$ 9,118,466	\$ 9,177,608	\$ 9,631,455	\$ 9,780,505	\$ 9,972,115	\$ 10,167,557	\$ 10,366,908
Licenses & Permits	\$ 625,245	\$ 700,325	\$ 705,800	\$ 712,858	\$ 719,987	\$ 727,186	\$ 734,458
Use of Money	\$ 154,101	\$ 143,500	\$ 151,500	\$ 153,015	\$ 154,545	\$ 156,091	\$ 157,652
Intergovernmental	\$ 362,337	\$ 291,624	\$ 225,316	\$ 227,569	\$ 229,845	\$ 232,143	\$ 234,465
Charges for Services	\$ 2,724,764	\$ 1,939,700	\$ 2,284,650	\$ 2,353,190	\$ 2,423,785	\$ 2,496,499	\$ 2,571,394
Miscellaneous	\$ 153,197	\$ 50,000	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
Utility Accounting & Collection	\$ 674,834	\$ 637,998	\$ 577,379	\$ 515,821	\$ 443,137	\$ 465,294	\$ 465,294
State Funded Property Tax Backfill	\$ 186,313	\$ 244,948	\$ 123,842	\$ 61,921	\$ 30,961	\$ -	\$ -
<b>Total General Fund Revenues</b>	<b>\$ 13,999,257</b>	<b>\$ 13,185,703</b>	<b>\$ 13,749,942</b>	<b>\$ 13,855,879</b>	<b>\$ 14,026,394</b>	<b>\$ 14,297,831</b>	<b>\$ 14,584,292</b>
<b>Expenditures</b>							
Public Safety	\$ 3,841,086	\$ 4,460,070	\$ 4,471,720	\$ 4,974,037	\$ 5,144,767	\$ 5,376,814	\$ 5,644,744
Public Works	\$ 1,415,400	\$ 992,600	\$ 1,195,000	\$ 1,242,800	\$ 1,292,512	\$ 1,344,212	\$ 1,397,981
Health & Social Services	\$ 111,011	\$ 117,176	\$ 120,000	\$ 123,600	\$ 127,308	\$ 131,127	\$ 135,061
Culture & Recreation	\$ 4,392,011	\$ 4,887,509	\$ 5,193,305	\$ 5,578,920	\$ 6,001,040	\$ 6,071,292	\$ 6,360,333
Community & Economic Dev't	\$ 783,742	\$ 949,620	\$ 1,019,702	\$ 1,076,702	\$ 1,112,718	\$ 1,157,164	\$ 1,225,159
General Government	\$ 1,777,027	\$ 1,956,737	\$ 1,977,647	\$ 2,098,504	\$ 2,196,305	\$ 2,311,295	\$ 2,419,735
<b>Total General Fund Expenditures</b>	<b>\$ 12,320,277</b>	<b>\$ 13,363,712</b>	<b>\$ 13,977,374</b>	<b>\$ 15,094,564</b>	<b>\$ 15,874,650</b>	<b>\$ 16,391,905</b>	<b>\$ 17,183,013</b>
<b>Net Change in Fund Balance</b>	<b>\$ 1,678,980</b>	<b>\$ (178,009)</b>	<b>\$ (227,432)</b>	<b>\$ (1,238,685)</b>	<b>\$ (1,848,256)</b>	<b>\$ (2,094,074)</b>	<b>\$ (2,598,720)</b>
Beginning Fund Balance	\$ 5,941,485	\$ 5,739,652	\$ 4,327,507	\$ 4,100,075	\$ 2,861,389	\$ 1,013,134	\$ (1,080,940)
Fund Balance Allocation Policy	\$ (1,880,813)	\$ (1,234,136)	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 5,739,652	\$ 4,327,507	\$ 4,100,075	\$ 2,861,389	\$ 1,013,134	\$ (1,080,940)	\$ (3,679,661)
<b>% Reserved</b>	<b>41.00%</b>	<b>32.82%</b>	<b>29.82%</b>	<b>20.65%</b>	<b>7.22%</b>	<b>-7.56%</b>	<b>-25.23%</b>
<b>Total Revenues/Capita</b>	<b>\$ 737</b>	<b>\$ 669</b>	<b>\$ 674</b>	<b>\$ 657</b>	<b>\$ 643</b>	<b>\$ 635</b>	<b>\$ 629</b>
<b>Expenditures/Capita</b>							
Public Safety	\$ 202	\$ 226	\$ 219	\$ 236	\$ 236	\$ 239	\$ 243
Public Works	\$ 74	\$ 50	\$ 59	\$ 59	\$ 59	\$ 60	\$ 60
Health & Social Services	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6
Culture & Recreation	\$ 231	\$ 248	\$ 255	\$ 264	\$ 275	\$ 270	\$ 274
Community & Economic Dev't	\$ 41	\$ 48	\$ 50	\$ 51	\$ 51	\$ 51	\$ 53
General Government	\$ 94	\$ 99	\$ 97	\$ 99	\$ 101	\$ 103	\$ 104
<b>Total GF Expenditures/Capita</b>	<b>\$ 648</b>	<b>\$ 678</b>	<b>\$ 685</b>	<b>\$ 715</b>	<b>\$ 728</b>	<b>\$ 729</b>	<b>\$ 741</b>
<b>Personnel Expenditures</b>							
Public Safety	\$ 3,273,156	\$ 3,725,204	\$ 3,728,306	\$ 3,914,670	\$ 4,110,351	\$ 4,315,813	\$ 4,531,546
Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health & Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Culture & Recreation	\$ 2,951,154	\$ 3,277,264	\$ 3,490,235	\$ 3,664,747	\$ 3,847,984	\$ 4,040,383	\$ 4,242,402
Community & Economic Dev't	\$ 406,880	\$ 486,680	\$ 529,300	\$ 555,765	\$ 583,553	\$ 612,731	\$ 643,367
General Government	\$ 1,088,655	\$ 1,258,237	\$ 1,287,517	\$ 1,351,893	\$ 1,419,487	\$ 1,490,462	\$ 1,564,985
<b>Total Personnel Expenditures</b>	<b>\$ 7,719,845</b>	<b>\$ 8,747,385</b>	<b>\$ 9,035,358</b>	<b>\$ 9,487,075</b>	<b>\$ 9,961,376</b>	<b>\$ 10,459,389</b>	<b>\$ 10,982,301</b>
<b>% of General Fund Expenditures</b>	<b>62.66%</b>	<b>65.46%</b>	<b>64.64%</b>	<b>62.85%</b>	<b>62.75%</b>	<b>63.81%</b>	<b>63.91%</b>

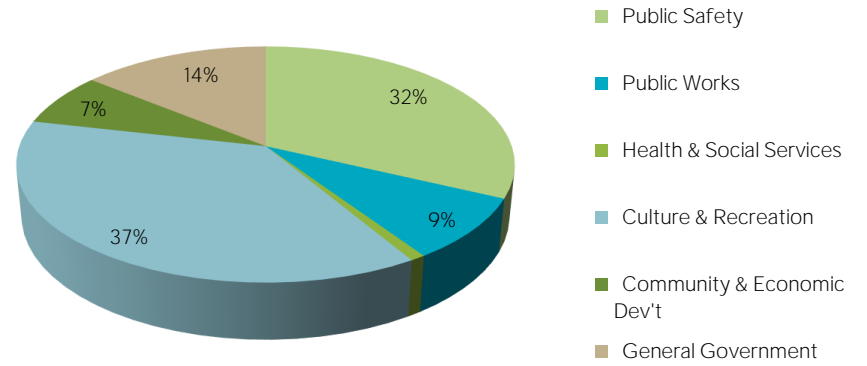
# FY19 General Fund Balance Policy Allocation

Unassigned General Fund Balance	\$	5,640,913
General Fund Revenues	\$	13,999,257
Fund Balance as a Percentage of Revenues		40.29%
<hr/>		
Fund Balance Policy (30% of Revenues)	\$	4,199,777
Balance Required to be Assigned	\$	1,441,136
<hr/>		
Potential Projects		
Tier 1		
Financial Software	\$	80,000
Aquatics HVAC	\$	340,000
IT & Cyber Security	\$	75,000
FY 21 General Fund Deficit	\$	207,000
	\$	<u>702,000</u>
Tier 2		
CIT Access Center	\$	250,000
Fire Station Land	\$	250,000
Preliminary Design for Centennial Park Pavilion	\$	100,000
Preliminary Design for new City Hall or Safety Upgrades at current City Hall	\$	100,000
Dog Park	\$	100,000
Trail Lighting	\$	100,000
Centennial Park Road & Shelter	\$	700,000
	\$	<u>1,600,000</u>
Total	\$	2,302,000
Difference	\$	(860,864)

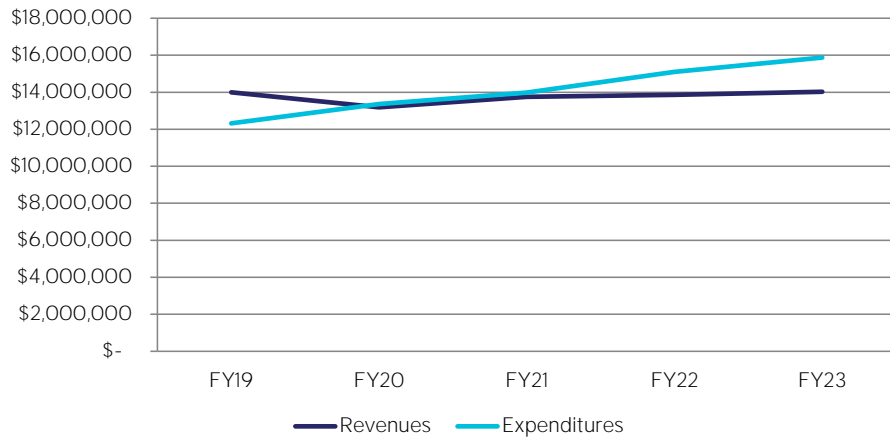
### General Fund Balance Projection



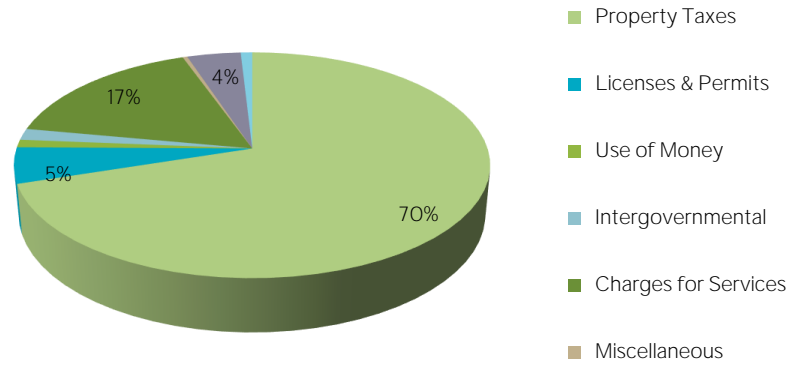
### General Fund FY21 Expenditure Breakdown



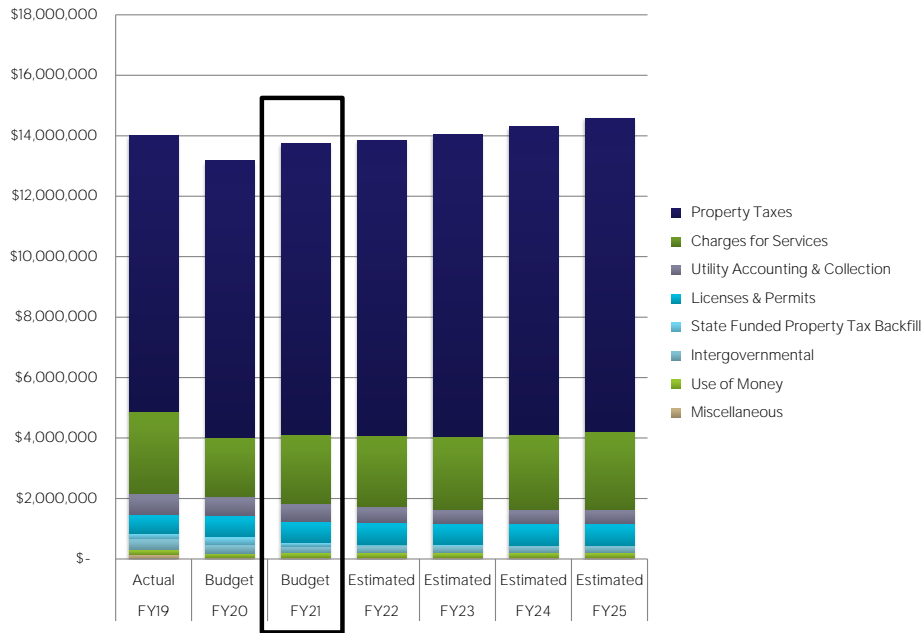
### General Fund Revenue/Expense Projections



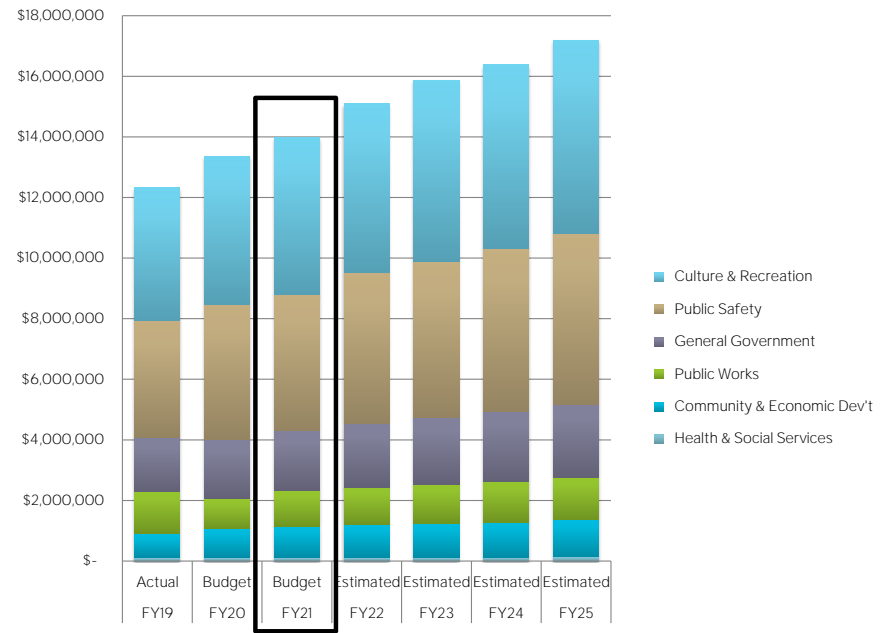
### General Fund FY21 Revenue Breakdown



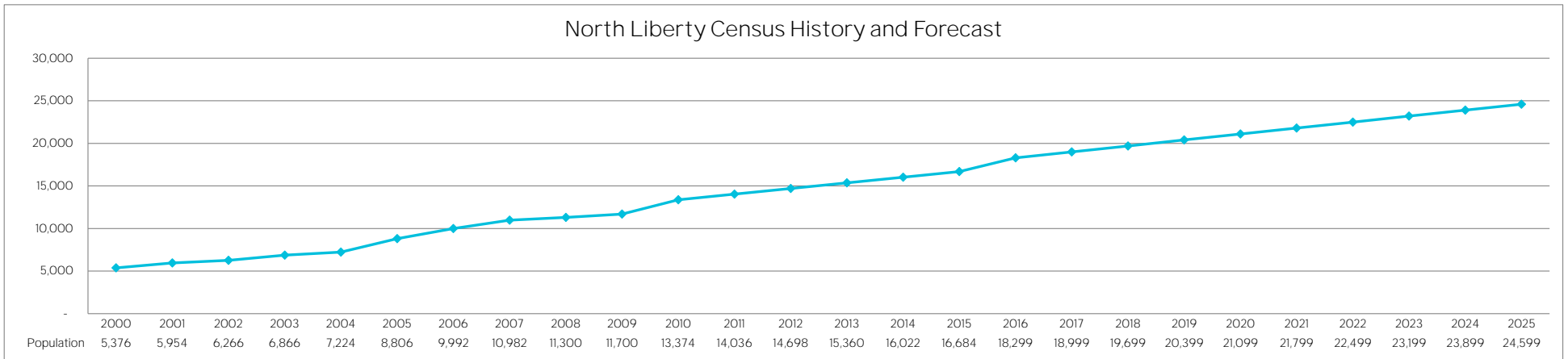
### History & Forecast of General Fund Revenues



### History & Forecast of General Fund Expenditures



### North Liberty Census History and Forecast



# Hotel/Motel Tax

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Revenues</b>							
Budget Inflation Rate		4.52%	0.00%	2.00%	2.00%	2.00%	2.00%
Taxes Collected	\$ 71,754	\$ 75,000	\$ 75,000	\$ 76,500	\$ 78,030	\$ 79,591	\$ 81,182
<b>Expenditures</b>							
CVB Contribution	\$ 17,905	\$ 18,750	\$ 18,750	\$ 19,125	\$ 19,508	\$ 19,898	\$ 20,296
Services & Commodities	\$ 7,308	\$ 17,500	\$ 17,500	\$ 17,850	\$ 18,207	\$ 18,571	\$ 18,943
Projects	\$ 78,000	\$ 41,000	\$ 60,000	\$ 27,000	\$ 46,000	\$ 29,500	\$ -
<b>Total</b>	<b>\$ 103,213</b>	<b>\$ 77,250</b>	<b>\$ 96,250</b>	<b>\$ 63,975</b>	<b>\$ 83,715</b>	<b>\$ 67,969</b>	<b>\$ 39,238</b>
<b>Net Change in Fund Balance</b>	<b>\$ (31,459)</b>	<b>\$ (2,250)</b>	<b>\$ (21,250)</b>	<b>\$ 12,525</b>	<b>\$ (5,685)</b>	<b>\$ 11,622</b>	<b>\$ 41,944</b>
Beginning Fund Balance	\$ 70,818	\$ 39,359	\$ 37,109	\$ 15,859	\$ 28,384	\$ 22,699	\$ 34,321
Ending Fund Balance	\$ 39,359	\$ 37,109	\$ 15,859	\$ 28,384	\$ 22,699	\$ 34,321	\$ 76,265
% Reserved	38.13%	48.04%	16.48%	44.37%	27.12%	50.50%	194.37%

ADD concrete border around Fox Run Park (\$25K)

REPLACE play structures at Fox Run Park (\$35K)

## Road Use Tax (RUT) Fund

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
Population	18,299	18,299	18,299	21,099	21,099	21,099	21,099
RUT Formula Funding/Capita	\$ 107.22	\$ 100.85	\$ 103.75	\$ 103.75	\$ 103.75	\$ 103.75	\$ 103.75
2015 Gas Tax Funding/Capita	\$ 21.96	\$ 20.66	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25
<b>Revenues</b>							
RUT Formula Funding/Capita	\$ 1,962,095	\$ 1,845,363	\$ 1,898,521	\$ 2,189,021	\$ 2,189,021	\$ 2,189,021	\$ 2,189,021
2015 Gas Tax Funding/Capita	\$ 401,875	\$ 377,966	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354
<b>Total</b>	<b>\$ 2,363,970</b>	<b>\$ 2,223,329</b>	<b>\$ 2,287,375</b>	<b>\$ 2,637,375</b>	<b>\$ 2,637,375</b>	<b>\$ 2,637,375</b>	<b>\$ 2,637,375</b>
<b>Expenditures</b>							
Budget Inflation Rate		8.24%	3.41%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 639,197	\$ 671,861	\$ 720,228	\$ 756,239	\$ 794,051	\$ 833,754	\$ 875,442
Services & Commodities	\$ 269,922	\$ 333,810	\$ 371,660	\$ 390,243	\$ 409,755	\$ 430,243	\$ 451,755
Snow & Ice Removal	\$ 184,390	\$ 109,000	\$ 135,000	\$ 141,750	\$ 148,838	\$ 156,279	\$ 164,093
Traffic Safety	\$ 91,850	\$ 125,000	\$ 128,000	\$ 134,400	\$ 141,120	\$ 148,176	\$ 155,585
Street Lighting	\$ 60,178	\$ 69,000	\$ 70,000	\$ 73,500	\$ 77,175	\$ 81,034	\$ 85,085
<b>Transfers</b>							
Equipment Revolving	\$ 232,000	\$ 329,000	\$ 280,000	\$ 280,000	\$ 325,000	\$ 350,000	\$ 300,000
Capital	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ 144,040	\$ 146,740	\$ 144,440	\$ 146,940	\$ 149,190	\$ 146,070	\$ 147,690
Street Repair Program	\$ 377,966	\$ 377,966	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354
Billing & Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 1,999,543</b>	<b>\$ 2,164,377</b>	<b>\$ 2,238,182</b>	<b>\$ 2,371,426</b>	<b>\$ 2,493,483</b>	<b>\$ 2,593,910</b>	<b>\$ 2,628,004</b>
Net Change in Fund Balance	\$ 364,427	\$ 58,952	\$ 49,193	\$ 265,949	\$ 143,892	\$ 43,465	\$ 9,371
Beginning Fund Balance	\$ 1,336,387	\$ 1,700,814	\$ 1,759,766	\$ 1,808,959	\$ 2,074,908	\$ 2,218,800	\$ 2,262,265
Ending Fund Balance	\$ 1,700,814	\$ 1,759,766	\$ 1,808,959	\$ 2,074,908	\$ 2,218,800	\$ 2,262,265	\$ 2,271,636
% Reserved	85.06%	81.31%	80.82%	87.50%	88.98%	87.21%	86.44%

ADD flatbed equipment trailer (\$25K), skid steer attachments (\$15K), vacuum trailer (\$35K w/ waste, water & streets)

REPLACE bucket truck (\$150K), pickup truck (\$55K)

## A Breakdown of Road Use Tax (RUT) Fund

Total Personnel Costs	\$ 639,197	\$ 671,861	\$ 720,228	\$ 756,239	\$ 794,051	\$ 833,754	\$ 875,442
% of RUT Fund Expenditures	31.97%	31.04%	32.18%	31.89%	31.85%	32.14%	33.31%

# Street Repair Program

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Revenues</b>							
Transfer from RUT Fund	\$ 377,966	\$ 377,966	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354
Other Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 377,966</b>	<b>\$ 377,966</b>	<b>\$ 388,854</b>	<b>\$ 448,354</b>	<b>\$ 448,354</b>	<b>\$ 448,354</b>	<b>\$ 448,354</b>
<b>Projects*</b>							
North Main Street	\$ 449,863	\$ 385,943					
Stewart Street				\$ 1,290,000			
<b>Total Expenditures</b>	<b>\$ 449,863</b>	<b>\$ 385,943</b>	<b>\$ -</b>	<b>\$ 1,290,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (71,897)</b>	<b>\$ (7,977)</b>	<b>\$ 388,854</b>	<b>\$ (841,646)</b>	<b>\$ 448,354</b>	<b>\$ 448,354</b>	<b>\$ 448,354</b>
Beginning Fund Balance	\$ 561,563	\$ 489,666	\$ 481,689	\$ 870,543	\$ 28,896	\$ 477,250	\$ 925,604
Ending Fund Balance	\$ 489,666	\$ 481,689	\$ 870,543	\$ 28,896	\$ 477,250	\$ 925,604	\$ 1,373,958

Projects\* See Capital Improvements Plan (CIP) for project details.

# Utility Rate Analysis

Waste Water Rate Increase Analysis					
		FY20	FY21	Difference	
Base Rate	\$	31.24	\$ 31.24	\$	(0.00)
Rate/1000 gallons	\$	5.63	\$ 5.63	\$	(0.00)
		Cost per Month		FY21 Increase	
Consumption (in gallons)		FY20	FY21	%	\$
3,000	\$	42.50	\$ 42.49	0%	\$ (0.01)
5,000	\$	53.76	\$ 53.74	0%	\$ (0.02)
8,000	\$	70.65	\$ 70.62	0%	\$ (0.03)
11,000	\$	87.54	\$ 87.50	0%	\$ (0.04)

Water Rate Increase Analysis					
		FY20	FY21	Difference	
Base Rate	\$	16.60	\$ 17.10	\$	0.50
Rate/1000 gallons	\$	6.71	\$ 6.87	\$	0.16
		Cost per Month		FY21 Increase	
Consumption (in gallons)		FY20	FY21	%	\$
3,000	\$	30.02	\$ 30.84	3%	\$ 0.82
5,000	\$	43.44	\$ 44.58	3%	\$ 1.14
8,000	\$	63.57	\$ 65.19	3%	\$ 1.62
11,000	\$	83.70	\$ 85.80	3%	\$ 2.10

Storm Water Rate Increase Analysis					
		FY20	FY21	Difference	
Base Rate	\$	2.00	\$ 2.00	\$	-
Rate/1000 gallons	\$	-	\$ -	\$	-
		Cost per Month		FY21 Increase	
Consumption (in gallons)		FY20	FY21	%	\$
3,000	\$	2.00	\$ 2.00	0%	\$ -
5,000	\$	2.00	\$ 2.00	0%	\$ -
8,000	\$	2.00	\$ 2.00	0%	\$ -
11,000	\$	2.00	\$ 2.00	0%	\$ -

Utility Rates Increase Analysis					
		Cost per Month		FY21 Increase	
Consumption (in gallons)		FY20	FY21	%	\$
3,000	\$	74.52	\$ 75.33	1%	\$ 0.81
5,000	\$	99.20	\$ 100.32	1%	\$ 1.12
8,000	\$	136.22	\$ 137.81	1%	\$ 1.59
11,000	\$	173.24	\$ 175.30	1%	\$ 2.06



## Storm Water Utility #1

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
Budget Inflation Rate		2.02%	2.00%	2.00%	2.00%	2.00%	2.00%
Number of Accounts	8,593	8,767	8,942	9,121	9,304	9,490	9,679
Base Rate	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
<b>Revenues</b>							
Storm Water Fees	\$ 208,266	\$ 210,408	\$ 214,616	\$ 218,908	\$ 223,287	\$ 227,752	\$ 232,307
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Use of Money	\$ 1,774	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Miscellaneous	\$ 1,524	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 211,564</b>	<b>\$ 211,408</b>	<b>\$ 215,616</b>	<b>\$ 219,908</b>	<b>\$ 224,287</b>	<b>\$ 228,752</b>	<b>\$ 233,307</b>
<b>Expenditures</b>							
Budget Inflation Rate		-14.74%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 89,702	\$ 99,526	\$ 103,395	\$ 108,565	\$ 113,993	\$ 119,693	\$ 125,677
Services & Commodities	\$ 44,990	\$ 54,800	\$ 85,600	\$ 89,880	\$ 94,374	\$ 99,093	\$ 104,047
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Transfers</b>							
Equipment Revolving	\$ 64,000	\$ 23,000	\$ 70,000	\$ -	\$ 40,750	\$ 87,500	\$ 82,500
Capital Reserve	\$ 20,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 33,742	\$ 31,900	\$ 28,696	\$ 25,791	\$ 22,157	\$ 23,265	\$ 24,428
<b>Total</b>	<b>\$ 252,434</b>	<b>\$ 215,226</b>	<b>\$ 287,691</b>	<b>\$ 224,236</b>	<b>\$ 271,274</b>	<b>\$ 329,550</b>	<b>\$ 336,653</b>
Net Change in Fund Balance	\$ (40,870)	\$ (3,818)	\$ (72,075)	\$ (4,327)	\$ (46,987)	\$ (100,798)	\$ (103,345)
Beginning Fund Balance	\$ 199,383	\$ 158,513	\$ 154,695	\$ 82,620	\$ 78,293	\$ 31,306	\$ (69,492)
Ending Fund Balance	\$ 158,513	\$ 154,695	\$ 82,620	\$ 78,293	\$ 31,306	\$ (69,492)	\$ (172,838)
% Reserved	62.79%	71.88%	28.72%	34.92%	11.54%	-21.09%	-51.34%
<b>A Breakdown of Storm Water Utility</b>							
Total Personnel Costs	\$ 89,702	\$ 99,526	\$ 103,395	\$ 108,565	\$ 113,993	\$ 119,693	\$ 125,677
% of Storm Water Utility Expenditures	35.53%	46.24%	35.94%	48.42%	42.02%	36.32%	37.33%

# Storm Water Utility #2

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
<b>Budget Inflation Rate</b>		2.02%	2.00%	2.00%	2.00%	2.00%	2.00%
Number of Accounts	8,593	8,767	8,942	9,121	9,304	9,490	9,679
Base Rate	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
<b>Revenues</b>							
Storm Water Fees	\$ 208,266	\$ 210,408	\$ 214,616	\$ 218,908	\$ 223,287	\$ 227,752	\$ 232,307
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Use of Money	\$ 1,774	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Miscellaneous	\$ 1,524	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 211,564</b>	<b>\$ 211,408</b>	<b>\$ 215,616</b>	<b>\$ 219,908</b>	<b>\$ 224,287</b>	<b>\$ 228,752</b>	<b>\$ 233,307</b>
<b>Expenditures</b>							
Budget Inflation Rate		-14.74%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 89,702	\$ 99,526	\$ 103,395	\$ 108,565	\$ 113,993	\$ 119,693	\$ 125,677
Services & Commodities	\$ 44,990	\$ 54,800	\$ 85,600	\$ 89,880	\$ 94,374	\$ 99,093	\$ 104,047
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Transfers</b>							
Equipment Revolving	\$ 64,000	\$ 23,000	\$ 70,000	\$ 48,750	\$ 37,500	\$ 37,500	\$ 82,500
Capital Reserve	\$ 20,000	\$ 6,000	\$ 179,000	\$ 240,000	\$ 78,000	\$ 90,000	\$ 125,000
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 33,742	\$ 31,900	\$ 28,696	\$ 25,791	\$ 22,157	\$ 23,265	\$ 24,428
<b>Total</b>	<b>\$ 252,434</b>	<b>\$ 215,226</b>	<b>\$ 466,691</b>	<b>\$ 512,986</b>	<b>\$ 346,024</b>	<b>\$ 369,550</b>	<b>\$ 461,653</b>
<b>Net Change in Fund Balance</b>	<b>\$ (40,870)</b>	<b>\$ (3,818)</b>	<b>\$ (251,075)</b>	<b>\$ (293,077)</b>	<b>\$ (121,737)</b>	<b>\$ (140,798)</b>	<b>\$ (228,345)</b>
Beginning Fund Balance	\$ 199,383	\$ 158,513	\$ 154,695	\$ (96,380)	\$ (389,457)	\$ (511,194)	\$ (651,992)
Ending Fund Balance	\$ 158,513	\$ 154,695	\$ (96,380)	\$ (389,457)	\$ (511,194)	\$ (651,992)	\$ (880,338)
% Reserved	62.79%	71.88%	-20.65%	-75.92%	-147.73%	-176.43%	-190.69%
<b>A Breakdown of Storm Water Utility</b>							
Total Personnel Costs	\$ 89,702	\$ 99,526	\$ 103,395	\$ 108,565	\$ 113,993	\$ 119,693	\$ 125,677
% of Storm Water Utility Expenditures	35.53%	46.24%	22.15%	21.16%	32.94%	32.39%	27.22%

ADD vacuum trailer (\$35K w/ waste, water & streets)  
REPLACE wide area mower (\$35K)

MAINTAIN/CLEAN  
Biocells at Centennial Park, Penn Meadows, Ranshaw Way (\$19K)  
Muddy Creek Flood Control: Segment 1 of 7 (\$25K)  
Penn Meadows Biocell Repair (\$27K)  
  
ADD Storm Water GIS Mapping Database: 1 of 2 (\$93K)

# Waste Water Utility Budget & Forecast

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated	FY30 Estimated	FY31 Estimated
Budget Inflation Rate		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Number of Accounts	8,596	8,768	8,943	9,122	9,305	9,491	9,680	9,874	10,072	10,273	10,478	10,688	10,902
Gallons Sold	361,131,000	379,848,000	387,444,960	395,193,859	403,097,736	411,159,691	419,382,885	427,770,543	436,325,953	445,052,473	453,953,522	463,032,592	472,293,244
Proposed Rate Increase	3%	1%	0%	0%	0%	0%	0%	1%	1%	0%	0%	0%	0%
Base Rate	\$ 30.93	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.55	\$ 31.87	\$ 31.87	\$ 31.87	\$ 31.87	\$ 31.87
Rate/1000 Gallons	\$ 5.57	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.68	\$ 5.74	\$ 5.74	\$ 5.74	\$ 5.74	\$ 5.74
<b>Revenues</b>													
Waste Water Sales	\$ 4,616,525	\$ 4,798,978	\$ 4,878,195	\$ 4,975,759	\$ 5,075,274	\$ 5,176,780	\$ 5,280,315	\$ 5,439,781	\$ 5,604,062	\$ 5,716,143	\$ 5,830,466	\$ 5,947,076	\$ 6,066,017
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ 42,875	\$ 40,000	\$ 35,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Use of Money	\$ 50,564	\$ 40,000	\$ 20,000	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Miscellaneous	\$ 15,096	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ (16,801)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 4,708,259</b>	<b>\$ 4,884,978</b>	<b>\$ 4,939,195</b>	<b>\$ 5,007,059</b>	<b>\$ 5,106,574</b>	<b>\$ 5,208,080</b>	<b>\$ 5,311,615</b>	<b>\$ 5,471,081</b>	<b>\$ 5,635,362</b>	<b>\$ 5,747,443</b>	<b>\$ 5,861,766</b>	<b>\$ 5,978,376</b>	<b>\$ 6,097,317</b>
<b>Expenditures</b>													
Budget Inflation Rate		8.18%	4.68%	10.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 581,731	\$ 712,183	\$ 754,543	\$ 829,997	\$ 871,497	\$ 915,072	\$ 960,826	\$ 1,008,867	\$ 1,059,310	\$ 1,112,276	\$ 1,167,890	\$ 1,226,284	\$ 1,287,598
Services & Commodities	\$ 735,279	\$ 1,025,975	\$ 1,055,975	\$ 1,161,573	\$ 1,219,651	\$ 1,280,634	\$ 1,344,665	\$ 1,411,899	\$ 1,482,494	\$ 1,556,618	\$ 1,634,449	\$ 1,716,172	\$ 1,801,980
Capital	\$ -	\$ 50,000	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Transfers</b>													
Equipment Revolving	\$ 87,000	\$ 65,000	\$ 125,000	\$ 84,750	\$ 90,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Capital Reserve	\$ 485,000	\$ 530,388	\$ 570,083	\$ 370,000	\$ 370,000	\$ 370,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 565,000	\$ 290,000	\$ 565,000	\$ 290,000
Revenue Debt	\$ 1,828,789	\$ 1,725,139	\$ 1,778,283	\$ 1,779,164	\$ 1,780,726	\$ 1,782,472	\$ 1,785,516	\$ 1,786,354	\$ 1,789,735	\$ 1,557,153	\$ 1,575,477	\$ 1,576,119	\$ 1,576,457
GO Debt	\$ 476,400	\$ 472,350	\$ 473,200	\$ 468,800	\$ 469,300	\$ 469,600	\$ 469,650	\$ 469,450	\$ 139,050	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 320,546	\$ 303,049	\$ 274,255	\$ 245,015	\$ 210,490	\$ 221,015	\$ 232,065	\$ 243,668	\$ 255,852	\$ 268,645	\$ 282,077	\$ 296,181	\$ 310,990
<b>Upcoming Projects</b>													
Sewer Lines & Generator	\$ -	\$ -	\$ 71,540	\$ 71,885	\$ 72,159	\$ 72,367	\$ 72,484	\$ 70,819	\$ 70,787	\$ 72,339	\$ 72,044	\$ 71,651	\$ -
SW Growth Utilities	\$ -	\$ -	\$ -	\$ 281,879	\$ 280,851	\$ 283,131	\$ 281,670	\$ 283,449	\$ 281,415	\$ 282,567	\$ 283,308	\$ 283,670	\$ 285,000
Mid/Long Term Projects	\$ -	\$ -	\$ -	\$ 206,675	\$ 206,638	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,550
<b>Total Expenditures</b>	<b>\$ 4,514,745</b>	<b>\$ 4,884,084</b>	<b>\$ 5,112,479</b>	<b>\$ 5,499,738</b>	<b>\$ 5,571,312</b>	<b>\$ 5,675,728</b>	<b>\$ 5,828,314</b>	<b>\$ 5,955,944</b>	<b>\$ 5,760,081</b>	<b>\$ 5,696,036</b>	<b>\$ 5,586,682</b>	<b>\$ 6,016,514</b>	<b>\$ 5,833,575</b>
<b>Net Change in Fund Balance</b>	<b>\$ 193,514</b>	<b>\$ 894</b>	<b>\$ (173,284)</b>	<b>\$ (492,679)</b>	<b>\$ (464,738)</b>	<b>\$ (467,649)</b>	<b>\$ (516,699)</b>	<b>\$ (484,863)</b>	<b>\$ (124,719)</b>	<b>\$ 51,408</b>	<b>\$ 275,084</b>	<b>\$ (38,139)</b>	<b>\$ 263,742</b>
Beginning Fund Balance	\$ 4,213,817	\$ 4,407,331	\$ 4,408,225	\$ 4,234,941	\$ 3,742,263	\$ 3,277,524	\$ 2,809,876	\$ 2,293,177	\$ 1,808,314	\$ 1,683,595	\$ 1,735,003	\$ 2,010,087	\$ 1,971,948
Ending Fund Balance	\$ 4,407,331	\$ 4,408,225	\$ 4,234,941	\$ 3,742,263	\$ 3,277,524	\$ 2,809,876	\$ 2,293,177	\$ 1,808,314	\$ 1,683,595	\$ 1,735,003	\$ 2,010,087	\$ 1,971,948	\$ 2,235,690
% Reserved	97.62%	90.26%	82.84%	68.04%	58.83%	49.51%	39.35%	30.36%	29.23%	30.46%	35.98%	32.78%	38.32%
<b>Total Personnel Costs</b>	<b>\$ 581,731</b>	<b>\$ 712,183</b>	<b>\$ 754,543</b>	<b>\$ 829,997</b>	<b>\$ 871,497</b>	<b>\$ 915,072</b>	<b>\$ 960,826</b>	<b>\$ 1,008,867</b>	<b>\$ 1,059,310</b>	<b>\$ 1,112,276</b>	<b>\$ 1,167,890</b>	<b>\$ 1,226,284</b>	<b>\$ 1,287,598</b>
<b>% of Waste Water Utility Expenditures</b>	<b>12.89%</b>	<b>14.58%</b>	<b>14.76%</b>	<b>15.09%</b>	<b>15.64%</b>	<b>16.12%</b>	<b>16.49%</b>	<b>16.94%</b>	<b>18.39%</b>	<b>19.53%</b>	<b>20.90%</b>	<b>20.38%</b>	<b>22.07%</b>
<b>Debt Service Coverage</b>													
Net Revenue/All Revenue Debt	1.85	1.80	1.75	1.69	1.69	1.69	1.68	1.71	1.73	1.98	1.94	1.93	1.91
Required Coverage	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
Desired Coverage	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Difference (Actual vs. Required)	0.65	0.60	0.55	0.49	0.49	0.49	0.48	0.51	0.53	0.78	0.74	0.73	0.71

ADD vacuum trailer (\$35K w/ sewer, water & streets) REPLACE pickup truck (\$65K), lawn mower (\$25K)

ADD GIS utility database (\$105,083)

REHAB manholes (\$70K), sewer main (\$175K)

REPLACE membranes (\$220K)

# Waste Water Utility Budget & Forecast

Waste Water Rate Increase Analysis																						
		Monthly Waste Water Costs Based on Usage																				
		FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31								
Consumption in Gallons	3,000	\$ 42.07	\$ 42.49	\$ 42.49	\$ 42.49	\$ 42.49	\$ 42.49	\$ 42.49	\$ 42.49	\$ 42.92	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34		
	5,000	\$ 53.21	\$ 53.74	\$ 53.74	\$ 53.74	\$ 53.74	\$ 53.74	\$ 53.74	\$ 53.74	\$ 54.28	\$ 54.82	\$ 54.82	\$ 54.82	\$ 54.82	\$ 54.82	\$ 54.82	\$ 54.82	\$ 54.82	\$ 54.82	\$ 54.82	\$ 54.82	
	8,000	\$ 69.92	\$ 70.62	\$ 70.62	\$ 70.62	\$ 70.62	\$ 70.62	\$ 70.62	\$ 70.62	\$ 71.33	\$ 72.04	\$ 72.04	\$ 72.04	\$ 72.04	\$ 72.04	\$ 72.04	\$ 72.04	\$ 72.04	\$ 72.04	\$ 72.04	\$ 72.04	\$ 72.04
	11,000	\$ 86.63	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$ 88.37	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25
	15,000	\$ 108.91	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 111.10	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21
	3,000		\$ 0.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.42	\$ 0.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5,000		\$ 0.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.54	\$ 0.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	8,000		\$ 0.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.71	\$ 0.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	11,000		\$ 0.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.87	\$ 0.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	15,000		\$ 1.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.10	\$ 1.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	3,000		\$ 5.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.10	\$ 5.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5,000		\$ 6.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.45	\$ 6.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	8,000		\$ 8.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.47	\$ 8.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	11,000		\$ 10.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.50	\$ 10.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	15,000		\$ 13.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.20	\$ 13.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

# Water Utility Budget & Forecast

	FY19 Actual	FY20 Budget	FY21 Budget	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated	FY30 Estimated	FY31 Estimated
Budget Inflation Rate		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Number of Accounts	8,844	9,021	9,201	9,385	9,573	9,764	9,960	10,159	10,362	10,569	10,781	10,996	11,216
Gallons Sold	361,780,000	376,000,000	383,520,000	391,190,400	399,014,208	406,994,492	415,134,382	423,437,070	431,905,811	440,543,927	449,354,806	458,341,902	467,508,740
<b>Proposed Rate Increase</b>	<b>3.5%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>2.0%</b>
Base Rate	\$ 16.12	\$ 16.60	\$ 17.10	\$ 17.61	\$ 18.14	\$ 18.68	\$ 18.68	\$ 18.68	\$ 18.68	\$ 18.68	\$ 18.68	\$ 18.68	\$ 19.06
Rate/1000 Gallons	\$ 6.51	\$ 6.67	\$ 6.87	\$ 7.08	\$ 7.29	\$ 7.51	\$ 7.51	\$ 7.51	\$ 7.51	\$ 7.51	\$ 7.51	\$ 7.51	\$ 7.66
<b>Revenues</b>													
Water Sales	\$ 3,433,351	\$ 3,662,848	\$ 3,844,140	\$ 4,034,606	\$ 4,234,709	\$ 4,444,937	\$ 4,532,236	\$ 4,621,280	\$ 4,712,106	\$ 4,804,748	\$ 4,899,243	\$ 4,995,628	\$ 5,194,219
Sales Tax	\$ 222,745	\$ 224,410	\$ 230,648	\$ 242,076	\$ 254,083	\$ 266,696	\$ 271,934	\$ 277,277	\$ 282,726	\$ 288,285	\$ 293,955	\$ 299,738	\$ 311,653
Connection Fees/Permits	\$ 156,632	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000
Use of Money	\$ 34,838	\$ 2,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ 7,130	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ (12,885)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 3,841,811</b>	<b>\$ 3,997,758</b>	<b>\$ 4,203,289</b>	<b>\$ 4,385,182</b>	<b>\$ 4,597,291</b>	<b>\$ 4,820,133</b>	<b>\$ 4,912,670</b>	<b>\$ 5,007,057</b>	<b>\$ 5,103,332</b>	<b>\$ 5,201,533</b>	<b>\$ 5,301,698</b>	<b>\$ 5,403,866</b>	<b>\$ 5,614,373</b>
<b>Expenditures</b>													
Budget Inflation Rate		2.41%	9.71%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 566,723	\$ 669,961	\$ 688,958	\$ 723,406	\$ 759,576	\$ 797,555	\$ 837,433	\$ 879,304	\$ 923,270	\$ 969,433	\$ 1,017,905	\$ 1,068,800	\$ 1,122,240
Services & Commodities	\$ 1,401,385	\$ 1,315,832	\$ 1,134,295	\$ 1,191,010	\$ 1,250,560	\$ 1,313,088	\$ 1,378,743	\$ 1,447,680	\$ 1,520,064	\$ 1,596,067	\$ 1,675,870	\$ 1,759,664	\$ 1,847,647
Capital	\$ 151	\$ 50,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>Transfers</b>													
Equipment Revolving	\$ 237,000	\$ 130,000	\$ 35,000	\$ 81,000	\$ 8,000	\$ 85,000	\$ 100,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Capital Reserve	\$ 80,000	\$ 165,000	\$ 200,000	\$ 180,000	\$ 80,000	\$ 220,000	\$ 210,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Revenue Debt	\$ 969,285	\$ 1,034,275	\$ 1,727,505	\$ 1,524,255	\$ 1,501,168	\$ 1,272,818	\$ 1,601,848	\$ 1,603,588	\$ 1,484,660	\$ 1,484,780	\$ 1,486,420	\$ 1,484,560	\$ 1,485,220
GO Debt	\$ 390,900	\$ 393,350	\$ 320,750	\$ 319,800	\$ 243,900	\$ 249,400	\$ 249,700	\$ 249,900	\$ -	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 320,546	\$ 303,049	\$ 274,255	\$ 245,015	\$ 210,490	\$ 221,015	\$ 232,065	\$ 243,668	\$ 255,852	\$ 268,645	\$ 282,077	\$ 296,181	\$ 310,990
<b>Upcoming Projects</b>													
SW Growth Utilities	\$ -	\$ -	\$ -	\$ 143,603	\$ 143,103	\$ 144,542	\$ 143,792	\$ 144,943	\$ 143,863	\$ 144,653	\$ 143,165	\$ 143,561	\$ 144,000
Maintenance Facility Addition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,683	\$ 137,341	\$ 137,864	\$ 138,262	\$ 138,485	\$ 135,304
Control Bldgs & Generators (4&5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,671	\$ 159,114	\$ 160,715	\$ 159,880
Plant Expansion & Well(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 308,296	\$ 307,221	\$ 310,311
<b>Total Expenditures</b>	<b>\$ 3,965,990</b>	<b>\$ 4,061,467</b>	<b>\$ 4,455,763</b>	<b>\$ 4,483,089</b>	<b>\$ 4,271,797</b>	<b>\$ 4,378,418</b>	<b>\$ 4,828,581</b>	<b>\$ 5,055,767</b>	<b>\$ 4,815,049</b>	<b>\$ 5,111,113</b>	<b>\$ 5,536,109</b>	<b>\$ 5,684,186</b>	<b>\$ 5,840,592</b>
<b>Net Change in Fund Balance</b>	<b>\$ (124,179)</b>	<b>\$ (63,709)</b>	<b>\$ (252,474)</b>	<b>\$ (97,907)</b>	<b>\$ 325,494</b>	<b>\$ 441,715</b>	<b>\$ 84,089</b>	<b>\$ (48,709)</b>	<b>\$ 288,283</b>	<b>\$ 90,420</b>	<b>\$ (234,411)</b>	<b>\$ (280,321)</b>	<b>\$ (226,219)</b>
Beginning Fund Balance	\$ 1,499,991	\$ 1,375,812	\$ 1,312,103	\$ 1,059,629	\$ 961,722	\$ 1,287,216	\$ 1,728,931	\$ 1,813,020	\$ 1,764,311	\$ 2,052,594	\$ 2,143,015	\$ 1,908,603	\$ 1,628,283
Ending Fund Balance	\$ 1,375,812	\$ 1,312,103	\$ 1,059,629	\$ 961,722	\$ 1,287,216	\$ 1,728,931	\$ 1,813,020	\$ 1,764,311	\$ 2,052,594	\$ 2,143,015	\$ 1,908,603	\$ 1,628,283	\$ 1,402,064
% Reserved	34.69%	32.31%	23.78%	21.45%	30.13%	39.49%	37.55%	34.90%	42.63%	41.93%	34.48%	28.65%	24.01%
<b>Total Personnel Costs</b>	<b>\$ 566,723</b>	<b>\$ 669,961</b>	<b>\$ 688,958</b>	<b>\$ 723,406</b>	<b>\$ 759,576</b>	<b>\$ 797,555</b>	<b>\$ 837,433</b>	<b>\$ 879,304</b>	<b>\$ 923,270</b>	<b>\$ 969,433</b>	<b>\$ 1,017,905</b>	<b>\$ 1,068,800</b>	<b>\$ 1,122,240</b>
<b>% of Water Utility Expenditures</b>	<b>14.29%</b>	<b>16.50%</b>	<b>15.46%</b>	<b>16.14%</b>	<b>17.78%</b>	<b>18.22%</b>	<b>17.34%</b>	<b>17.39%</b>	<b>19.17%</b>	<b>18.97%</b>	<b>18.39%</b>	<b>18.80%</b>	<b>19.21%</b>
<b>Debt Service Coverage</b>													
Net Revenue/All Revenue Debt	1.93	1.90	1.33	1.57	1.67	2.07	1.64	1.62	1.74	1.72	1.72	1.70	1.75
Required Coverage	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
Desired Coverage	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Difference (Actual vs. Required)	0.73	0.70	0.13	0.37	0.47	0.87	0.44	0.42	0.54	0.52	0.52	0.50	0.55

ACCOUNT FOR Well #5 recasing      ACCOUNT FOR new debt coming online      ADD GIS utility database (\$45K), spare valves & flow meters (\$75K) REPLACE membranes (\$80K)      ADD vacuum trailer (\$35K w/ sewer, waste & streets)

# Water Utility Budget & Forecast

Water Rate Increase Analysis																				
		Monthly Water Costs Based on Usage																		
		FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31						
Consumption in Gallons		3,000	\$ 29.14	\$ 29.94	\$ 30.84	\$ 31.76	\$ 32.72	\$ 33.70	\$ 33.70	\$ 33.70	\$ 33.70	\$ 33.70	\$ 33.70	\$ 33.70	\$ 33.70	\$ 33.70	\$ 33.70	\$ 33.70	\$ 34.37	
		5,000	\$ 42.16	\$ 43.28	\$ 44.58	\$ 45.92	\$ 47.29	\$ 48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$ 49.69
		8,000	\$ 61.69	\$ 63.29	\$ 65.19	\$ 67.14	\$ 69.16	\$ 71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$ 72.66
		11,000	\$ 81.22	\$ 83.30	\$ 85.80	\$ 88.37	\$ 91.02	\$ 93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$ 95.63
		15,000	\$ 107.26	\$ 109.98	\$ 113.28	\$ 116.68	\$ 120.18	\$ 123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$ 126.26
		3,000		\$ 0.80	\$ 0.90	\$ 0.93	\$ 0.95	\$ 0.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.67
		5,000		\$ 1.12	\$ 1.30	\$ 1.34	\$ 1.38	\$ 1.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.97
		8,000		\$ 1.60	\$ 1.90	\$ 1.96	\$ 2.01	\$ 2.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.42
		11,000		\$ 2.08	\$ 2.50	\$ 2.57	\$ 2.65	\$ 2.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.88
		15,000		\$ 2.72	\$ 3.30	\$ 3.40	\$ 3.50	\$ 3.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.48
		3,000		\$ 9.60	\$ 10.78	\$ 11.10	\$ 11.43	\$ 11.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.09
		5,000		\$ 13.44	\$ 15.58	\$ 16.05	\$ 16.53	\$ 17.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.69
		8,000		\$ 19.20	\$ 22.78	\$ 23.47	\$ 24.17	\$ 24.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17.10
		11,000		\$ 24.96	\$ 29.99	\$ 30.89	\$ 31.81	\$ 32.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22.50
		15,000		\$ 32.64	\$ 39.59	\$ 40.78	\$ 42.00	\$ 43.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29.71

# Tax Increment Financing (TIF) Summary, Availability & Projections

Fiscal Year	TIF Valuation	TIF Revenue	TIF Rebates	Current TIF Bond Payments										Upcoming TIF Bond Payments					Projected TIF Bond Payments					Total Debt Transfers	Holdover Funds	Beginning Cash	Surplus/ (Deficit)	Ending Cash
				2011B	2012B	2012	2013C	2014C	2015A	2017A	2017B	2018A	FGR Agreement	2019A	2019 Projects	2021 Projects	2022 Projects	2023 Projects	2024 Projects	2025 Projects								
2019	\$ 161,549,782	\$ 4,553,915	\$ 1,060,891	\$ 491,753	\$ 193,278	\$ 40,000	\$ 392,738	\$ 344,700	\$ 298,690	\$ 137,667	\$ 1,280,881											\$ 4,240,598	\$ -	\$ 1,350,673	\$ 313,317	\$ 1,663,990		
2020	\$ 179,698,993	\$ 4,863,403	\$ 948,742	\$ 494,453	\$ 196,578	\$ 36,000	\$ 390,938	\$ 343,800	\$ 293,532	\$ 139,350	\$ 1,283,381	\$ 426,631	\$ 310,000									\$ 4,863,405	\$ -	\$ 1,663,990	\$ -	\$ 1,663,990		
2021	\$ 209,426,140	\$ 5,632,284	\$ 1,040,727		\$ 194,358	\$ 40,000	\$ 393,938	\$ 337,700	\$ 293,350	\$ 135,650	\$ 1,285,281	\$ 609,603	\$ 325,000	\$ 976,678								\$ 5,632,285	\$ -	\$ 1,663,990	\$ -	\$ 1,663,990		
2022	\$ 187,402,634	\$ 5,039,257	\$ 1,200,000		\$ 196,260	\$ 36,000	\$ 401,138	\$ 336,000	\$ 293,000	\$ 141,850	\$ 526,081	\$ 354,620	\$ 325,000	\$ 946,700	\$ 382,608							\$ 5,139,257	\$ 100,000	\$ 1,663,990	\$ (100,000)	\$ 1,563,990		
2023	\$ 185,846,167	\$ 4,997,403	\$ 900,000		\$ 198,315	\$ 36,000	\$ 403,263	\$ 344,800	\$ 297,700	\$ 137,950	\$ 527,181	\$ 351,670	\$ 325,000	\$ 950,500	\$ 381,274	\$ 643,750						\$ 5,497,403	\$ 500,000	\$ 1,563,990	\$ (500,000)	\$ 1,063,990		
2024	\$ 182,577,814	\$ 4,909,517	\$ 700,000				\$ 409,600	\$ 343,300	\$ 297,200	\$ 139,050	\$ 523,081	\$ 348,570		\$ 948,900	\$ 385,109	\$ 641,403	\$ 423,305					\$ 5,159,517	\$ 250,000	\$ 1,063,990	\$ (250,000)	\$ 813,990		
2025	\$ 176,709,711	\$ 4,751,724	\$ 700,000					\$ 341,700	\$ 296,600		\$ 523,881	\$ 350,320		\$ 957,000	\$ 383,110	\$ 646,609	\$ 427,562	\$ 324,942				\$ 4,951,724	\$ 200,000	\$ 813,990	\$ (200,000)	\$ 613,990		
2026	\$ 174,581,850	\$ 4,694,506	\$ 700,000						\$ 300,900		\$ 524,481	\$ 346,770		\$ 949,600	\$ 386,177	\$ 643,272	\$ 425,342	\$ 326,181	\$ 391,782			\$ 4,994,506	\$ 300,000	\$ 613,990	\$ (300,000)	\$ 313,990		
2027	\$ 171,699,488	\$ 4,616,999	\$ 650,000								\$ 529,881	\$ 348,070		\$ 462,000	\$ 383,299	\$ 647,337	\$ 428,748	\$ 327,122	\$ 395,723	\$ 444,820		\$ 4,616,999	\$ -	\$ 313,990	\$ -	\$ 313,990		
2028	\$ 162,011,663	\$ 4,356,494	\$ 650,000								\$ 529,363	\$ 344,070		\$ 458,800	\$ 385,405	\$ 642,691	\$ 425,553	\$ 327,650	\$ 393,668	\$ 449,294		\$ 4,606,494	\$ 250,000	\$ 313,990	\$ (250,000)	\$ 63,990		
2029	\$ 156,119,939	\$ 4,198,065	\$ 650,000								\$ 533,000			\$ 460,500	\$ 381,439	\$ 645,321	\$ 427,890	\$ 320,124	\$ 396,820	\$ 446,961		\$ 4,262,055	\$ 63,990	\$ 63,990	\$ (63,990)	\$ -		
2030	\$ 136,644,806	\$ 3,674,379	\$ 600,000											\$ 457,000	\$ 382,495	\$ 647,015	\$ 423,487	\$ 319,980	\$ 393,862	\$ 450,540		\$ 3,674,379	\$ -	\$ -	\$ -	\$ -		
2031	\$ 136,745,071	\$ 3,677,075	\$ 600,000											\$ 458,400	\$ 382,987	\$ 647,841	\$ 424,659	\$ 319,980	\$ 396,026	\$ 447,182		\$ 3,677,075	\$ -	\$ -	\$ -	\$ -		
2032	\$ 136,710,692	\$ 3,676,151	\$ 600,000											\$ 459,600	\$ 382,900	\$ 639,862	\$ 425,206	\$ 326,994	\$ 391,951	\$ 449,639		\$ 3,676,151	\$ -	\$ -	\$ -	\$ -		

Projects completed, money borrowed & actual payment schedule finalized.

Project completed or in progress, money not borrowed & payment schedule estimated.

Project not completed, money not borrowed & payment schedule estimated.

Summary of Proposed Debt		
	Amount	Term
2019 Projects	\$ 3,600,000	12
2021 Projects	\$ 7,200,000	15
2022 Projects	\$ 4,000,000	12
2023 Projects	\$ 2,600,000	10
2024 Projects	\$ 3,700,000	12
2025 Projects	\$ 4,200,000	12
<b>TOTAL</b>	<b>\$ 25,300,000</b>	

For additional information about projects, refer to CIP.

# Debt Service Summary & Projections

Fiscal Year	Debt Service Valuation	Valuation Growth	Current GO Bond Payments						FGR Agreement	Upcoming GO Bond Payments					Projected GO Bond Payments					Total Payments	Holdover Funds	State Backfill	Tax Rate	Increase
			Bond Fees	2013A	2013B	2015A	2017A	2018A		2019 Projects	2020 Projects	2021 Projects	2022 Projects	2023 Projects	2024 Projects	2025 Projects								
2019	\$ 1,041,117,348		\$ 2,250	\$ 277,605	\$ 158,978	\$ 88,300	\$ 437,950	\$ 21,258										\$ 986,341	\$ -	\$ 12,692	\$ 0.94			
2020	\$ 1,091,012,789	4.79%	\$ 2,100	\$ 279,290	\$ 156,179	\$ 91,800	\$ 351,400	\$ 113,863	\$ 325,000									\$ 1,319,632	\$ -	\$ 36,577	\$ 1.21	\$ 0.27		
2021	\$ 1,136,909,944	4.21%	\$ 1,000	\$ 275,390	\$ 158,379	\$ 90,200	\$ 207,100	\$ 116,463	\$ 325,000									\$ 1,173,532	\$ 100,670	\$ 15,793	\$ 0.93	\$ (0.28)		
2022	\$ 1,182,386,342	4.00%	\$ 1,000	\$ 275,840	\$ 160,479	\$ 88,600	\$ 201,850	\$ 113,913	\$ 325,000	\$ 573,410								\$ 1,740,091	\$ 400,000	\$ -	\$ 1.13	\$ 0.20		
2023	\$ 1,217,857,932	3.00%	\$ 1,000	\$ 275,805	\$ 162,329	\$ 92,000	\$ 196,600	\$ 116,363	\$ 325,000	\$ 571,411	\$ 589,998							\$ 2,330,506	\$ 700,000	\$ -	\$ 1.34	\$ 0.21		
2024	\$ 1,254,393,670	3.00%	\$ 500		\$ 163,840	\$ 90,300	\$ 201,350	\$ 113,663		\$ 577,159	\$ 587,847	\$ 339,928						\$ 2,074,587	\$ 100,000	\$ -	\$ 1.57	\$ 0.24		
2025	\$ 1,292,025,480	3.00%				\$ 93,600	\$ 125,800	\$ 110,963		\$ 574,162	\$ 592,619	\$ 338,744	\$ 329,384					\$ 2,165,271	\$ -	\$ -	\$ 1.68	\$ 0.10		
2026	\$ 1,330,786,244	3.00%				\$ 91,800	\$ 127,350	\$ 113,263		\$ 578,759	\$ 589,561	\$ 342,151	\$ 328,236	\$ 446,376				\$ 2,617,496	\$ -	\$ -	\$ 1.97	\$ 0.29		
2027	\$ 1,370,709,832	3.00%					\$ 128,750	\$ 110,412		\$ 574,446	\$ 593,286	\$ 340,374	\$ 331,538	\$ 444,820	\$ 424,785			\$ 2,948,410	\$ -	\$ -	\$ 2.15	\$ 0.18		
2028	\$ 1,411,831,127	3.00%						\$ 112,563		\$ 577,602	\$ 589,028	\$ 343,100	\$ 329,816	\$ 449,294	\$ 423,305	\$ 777,918		\$ 3,602,625	\$ -	\$ -	\$ 2.55	\$ 0.40		
2029	\$ 1,454,186,061	3.00%								\$ 571,657	\$ 591,438	\$ 340,543	\$ 332,457	\$ 446,961	\$ 427,562	\$ 775,081		\$ 3,485,700	\$ -	\$ -	\$ 2.40	\$ (0.15)		
2030	\$ 1,497,811,642	3.00%								\$ 573,240	\$ 592,991	\$ 342,414	\$ 329,979	\$ 450,540	\$ 425,342	\$ 781,372		\$ 3,495,878	\$ -	\$ -	\$ 2.33	\$ (0.06)		
2031	\$ 1,542,745,992	3.00%								\$ 573,977	\$ 593,748	\$ 338,890	\$ 331,792	\$ 447,182	\$ 428,748	\$ 777,340		\$ 3,491,677	\$ -	\$ -	\$ 2.26	\$ (0.07)		
2032	\$ 1,589,028,371	3.00%								\$ 573,847	\$ 586,435	\$ 339,828	\$ 328,378	\$ 449,639	\$ 425,553	\$ 782,252		\$ 3,485,930	\$ -	\$ -	\$ 2.19	\$ (0.07)		

Projects completed, money borrowed & actual payment schedule finalized.

Project completed or in progress, money not borrowed & payment schedule estimated.

Project not completed, money not borrowed & payment schedule estimated.

Summary of Proposed Debt		
	Amount	Term
2019 Projects	\$ 5,400,000	15
2020 Projects	\$ 6,600,000	12
2021 Projects	\$ 3,200,000	12
2022 Projects	\$ 3,100,000	12
2023 Projects	\$ 4,200,000	12
2024 Projects	\$ 4,000,000	12
2025 Projects	\$ 8,700,000	15
<b>TOTAL</b>	<b>\$ 35,200,000</b>	

For additional information about projects, refer to CIP.



# Property Tax Rate Analysis

Annual Property Tax Rate Projections & Comparisons								
	FY19	FY20	FY21	FY22	FY23	FY24	FY25	
General Fund	\$ 8.10	\$ 8.10	\$ 8.10	\$ 8.10	\$ 8.10	\$ 8.10	\$ 8.10	\$ 8.10
Special Reserves	\$ 2.01	\$ 1.72	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Debt Service	\$ 0.94	\$ 1.21	\$ 0.93	\$ 1.13	\$ 1.34	\$ 1.57	\$ 1.68	
<b>Total</b>	<b>\$ 11.04</b>	<b>\$ 11.03</b>	<b>\$ 11.03</b>	<b>\$ 11.24</b>	<b>\$ 11.44</b>	<b>\$ 11.68</b>	<b>\$ 11.78</b>	
\$ Adjustment		\$ -	\$ -	\$ 0.20	\$ 0.21	\$ 0.24	\$ 0.10	
% Adjustment		0.00%	0.00%	1.85%	1.83%	2.06%	0.87%	

Residential Property Tax Projections & Comparisons								
	FY19	FY20	FY21	FY22	FY23	FY24	FY25	Annual Average Increase
Home Value								
\$100,000	\$ 614.11	\$ 627.96	\$ 607.59	\$ 618.80	\$ 630.12	\$ 643.08	\$ 648.68	\$ 29.90
Annual Adjustment		\$ 13.85	\$ (20.37)	\$ 11.21	\$ 11.32	\$ 12.96	\$ 5.60	
\$200,000	\$ 1,228.21	\$ 1,255.91	\$ 1,215.18	\$ 1,237.60	\$ 1,260.23	\$ 1,286.15	\$ 1,297.36	\$ 59.81
Annual Adjustment		\$ 27.70	\$ (40.74)	\$ 22.43	\$ 22.63	\$ 25.92	\$ 11.21	
\$300,000	\$ 1,842.32	\$ 1,883.87	\$ 1,822.76	\$ 1,856.40	\$ 1,890.35	\$ 1,929.23	\$ 1,946.04	\$ 89.71
Annual Adjustment		\$ 41.55	\$ (61.10)	\$ 33.64	\$ 33.95	\$ 38.88	\$ 16.81	
Rollback	55.62%	56.92%	55.07%	55.07%	55.07%	55.07%	55.07%	

Commercial Property Tax Projections & Comparisons								
	FY19	FY20	FY21	FY22	FY23	FY24	FY25	Annual Average Increase
Building Value								
\$100,000	\$ 993.70	\$ 992.94	\$ 992.89	\$ 1,011.22	\$ 1,029.71	\$ 1,050.89	\$ 1,060.04	\$ 58.71
Annual Adjustment		\$ (0.76)	\$ (0.04)	\$ 18.32	\$ 18.49	\$ 21.18	\$ 9.16	
\$300,000	\$ 2,981.10	\$ 2,978.81	\$ 2,978.68	\$ 3,033.65	\$ 3,089.13	\$ 3,152.66	\$ 3,180.13	\$ 176.14
Annual Adjustment		\$ (2.29)	\$ (0.13)	\$ 54.97	\$ 55.47	\$ 63.53	\$ 27.47	
\$500,000	\$ 4,968.50	\$ 4,964.69	\$ 4,964.47	\$ 5,056.09	\$ 5,148.54	\$ 5,254.43	\$ 5,300.21	\$ 293.56
Annual Adjustment		\$ (3.81)	\$ (0.22)	\$ 91.62	\$ 92.45	\$ 105.89	\$ 45.78	
Rollback	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	

# General Fund Revenue Projections (\$8.10 Levy)

	FY19 Actual	FY20 Budget	FY21 Estimated	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated
Taxable Valuation	\$ 1,041,117,348	\$ 1,091,012,789	\$ 1,136,909,944	\$ 1,182,386,342	\$ 1,217,857,932	\$ 1,254,393,670	\$ 1,292,025,480
TIF Valuation	\$ 161,549,782	\$ 179,698,993	\$ 209,426,140	\$ 187,402,634	\$ 185,846,167	\$ 182,577,814	\$ 176,709,711
General Fund Valuation	\$ 879,567,566	\$ 911,313,796	\$ 927,483,804	\$ 994,983,708	\$ 1,032,011,765	\$ 1,071,815,855	\$ 1,115,315,769
Generated by the \$8.10 Levy	\$ 7,124,497	\$ 7,381,642	\$ 7,512,619	\$ 8,059,368	\$ 8,359,295	\$ 8,681,708	\$ 9,034,058
Additional General Fund Revenue Generated by the \$8.10 Levy		\$ (147,009)	\$ (240,790)	\$ 178,390	\$ 12,607	\$ 26,474	\$ 47,532



# North Liberty's Five-Year Capital Improvements Plan



FY 2021 - FY 2025  
updated February 19, 2020

City of North Liberty, Iowa  
Five-Year Capital Improvements Plan FY21-FY25 (July 1, 2020 - June 30, 2025)

**PROJECT SCHEDULE FOR FY21: JULY 1, 2020 - JUNE 30, 2021**

Department	Project ID#	Category	Project Type	Project Name	Phase or Frequency	Referenced Plan	Project Description	TOTALS														
								General Fund	Sewer Fund	Storm Sewer Fund	Water Fund	General Obligation (GO) Bond	Tax Increment Financing (TIF) Bond	Revenue Bond	Hotel/Motel Fund	Road Use Tax Fund	State Funds	Federal Funds	Other Sources			
								\$ 14,018,083	\$ 270,000	\$ 695,083	\$ 249,000	\$ 235,000	\$ 579,000	\$ 6,359,000	\$ -	\$ 60,000	\$ 280,000	\$ -	\$ 2,576,000	\$ 2,715,000		
Communications	21COMM01	SYSTEM	New Purchase	Network Attached Storage	One-time		Add additional storage and off-site redundancy for the shared media archive of raw video, photos and other files.	\$ 10,000	\$ 10,000													
Fire	21FIRE01	FACILITY	New Purchase	Land for Second Fire Station	One-time	Fire Strategic Plan	Funds to purchase property for a second fire station.	\$ 250,000													FY19 Surplus = \$ 250,000	
	21FIRE02	FACILITY	New Construction	Training Tower Infrastructure	One-time	Fire Strategic Plan	Establish a concrete pad, road and hydrant for a training tower. City providing infrastructure & the North Liberty Firefighters Foundation purchasing the tower.	\$ 329,000				\$ 329,000										
Parks	21PARK01	FLEET	Replacement	Wide-Area Mower	One-time		Replace 2014 Jacobsen HR700 wide-area mower with new Jacobsen HR800 (or HR700) wide-area mower.	\$ 70,000	\$ 35,000	\$ 35,000												
	21PARK02	FLEET	Replacement	Zero-Turn Mowers (3)	One-time		Replace three (3) 2017 John Deere Z997R zero-turn mowers with three (3) new John Deere Z997R zero-turn mowers.	\$ 45,000	\$ 45,000													
	21PARK03	PARK	New Construction	Centennial Park - Road	One-time	Park 2018 Priority 1	Complete the park road.	\$ 620,000													TBD = \$ 620,000	
	21PARK04	PARK	New Construction	Centennial Park - Shelter	One-time	Park 2018 Priority 1	Construct a shelter.	\$ 80,000														TBD = \$ 80,000
	21PARK05	PARK	Improvement	Fox Run Park	One-time	Park 2018 Priority 2	Replace playground equipment and add concrete border around Fox Run Park playground with ADA ramp.	\$ 60,000							\$ 60,000							
	21PARK06	PARK	New Construction	Penn Meadows Park - Lighting	One-time	Park 2018 Priority 3	Add ballfield lighting to Penn Meadows Fields #3 & #4.	\$ 500,000														NLCBS (\$250K) + TBD (\$250K) = \$ 500,000
	21PARK07	PARK	New Construction	Penn Meadows Park - Lighting	One-time	Park 2018 Priority 3	Add lighting to north parking lot.	\$ 100,000														TBD = \$ 100,000
	21PARK08	PARK	Maintenance/Cleaning	Penn Meadows Park - Parking	One-time	Park 2018 Priority 3	Repair & resurface existing north parking lot.	\$ 165,000														TBD = \$ 165,000
	21PARK09	PARK	New Construction	Penn Meadows Park - Parking	One-time	Park 2018 Priority 3	Expand the existing north parking lot.	\$ 135,000														TBD = \$ 135,000
	21PARK10	PARK	Improvement	Penn Meadows Park - Tennis Courts	One-time		Resurface tennis courts & convert two courts to six pickleball courts.	\$ 125,000														TBD = \$ 125,000
Police	21POLC01	FLEET	Replacement	Patrol Cars (2)	Ongoing		Replace two (2) patrol cars (202 & 206), including related equipment.	\$ 98,000	\$ 98,000													
Recreation & Aquatics	21RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 45,000	\$ 45,000													
	21RECR02	FACILITY	Maintenance/Cleaning	Aquatic - Dehumidification	2 of 2	Aquatics 2018	Replace Dectron dehumidification system.	\$ 390,000													FY19 Surplus = \$ 390,000	
	21RECR03	FACILITY	Maintenance/Cleaning	Aquatic - Painting	One-time		Repaint both indoor & outdoor pools.	\$ 100,000													Pool Capital = \$ 100,000	
	21RECR04	FACILITY	Maintenance/Cleaning	Community Center - Lighting	One-time		Replace parking lot lights and light poles.	\$ 17,000	\$ 17,000													
	21RECR05	FACILITY	Maintenance/Cleaning	Community Center - Tuckpointing	One-time		Tuckpoint building.	\$ 20,000	\$ 20,000													
Social Services	21SERV01	FACILITY	New Construction	Crisis Intervention Facility	2 of 2		Contribution to the capital cost of a joint community detoxification and crisis stabilization facility.	\$ 250,000													FY19 Surplus = \$ 250,000	
Storm Water	21STOR01	CREEK/POND	Maintenance/Cleaning	Beaver Kreek Park	One-time	Park 2018 Priority 2	Recondition two bridges.	\$ 15,000		\$ 15,000												
	21STOR02	CREEK/POND	Maintenance/Cleaning	Bio Cell Maintenance	Ongoing		Annual cleaning of weeds and other maintenance of Bio Cells at Centennial Park, Penn Meadows, and Ranshaw Way.	\$ 19,000		\$ 19,000												
	21STOR03	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 1		Remove silted-in debris and vegetation under and around Golfview Drive Bridge.	\$ 25,000		\$ 25,000												
	21STOR04	CREEK/POND	Improvement	Penn Meadows Park Bio Cell Repair	One-time		Install cleanouts and repair bad tile sections and replant dead/damaged plants.	\$ 27,000		\$ 27,000												
Streets	21STRE01	EQUIPMENT	New Purchase	Flatbed Equipment Trailer	One-time		Add trailer to haul JLG lift.	\$ 25,000								\$ 25,000						
	21STRE02	EQUIPMENT	New Purchase	Skid Steer Attachments	One-time		Add 3-point hitch, angle broom, and water way mover attachments for the skid steer.	\$ 15,000								\$ 15,000						
	21STRE03	FLEET	Replacement	Bucket Truck	One-time		Replace 2000 Freightliner FL-70 bucket truck used for traffic signals, light repairs, banners, and tree trimming.	\$ 150,000								\$ 150,000						
	21STRE04	FLEET	Replacement	Pickup Truck	One-time		Replace 2005 Ford F-150 with 3/4-ton crew cab 4x4 truck.	\$ 55,000								\$ 55,000						
	21STRE05	STREET	Improvement	Dubuque Street	One-time		Design of Dubuque Street Phase 1, including the intersection of Dubuque Street, Cherry Street, and Front Street.	\$ 250,000				\$ 250,000										
	21STRE06	STREET	Improvement	Ranshaw Way (HWY 965)	Phase 5		Improve Ranshaw Way (HWY 965) with full build out (widening, curb & gutter, trails & lighting) between Zeller Street and Hawkeye Drive, including trails and landscaping.	\$ 8,935,000						\$ 6,359,000					\$ 2,576,000			















City of North Liberty, Iowa  
Five-Year Capital Improvements Plan FY21-FY25 (July 1, 2020 - June 30, 2025)

**SUMMARY TOTALS**

	Total Project Cost	General Fund	Sewer Revenue	Storm Sewer Revenue	Water Revenue	General Obligation (GO) Bond	Tax Increment Financing (TIF) Bond	Revenue Bond	Hotel/Motel Funds	Road Use Tax Funds	State Funds	Federal Funds	Other
FY21	\$ 14,018,083	\$ 270,000	\$ 695,083	\$ 249,000	\$ 235,000	\$ 579,000	\$ 6,359,000	\$ -	\$ 60,000	\$ 280,000	\$ -	\$ 2,576,000	\$ 2,715,000
FY22	\$ 10,035,000	\$ 675,500	\$ 386,250	\$ 288,750	\$ 206,250	\$ 410,000	\$ 5,250,000	\$ -	\$ 27,000	\$ 331,250	\$ -	\$ -	\$ 2,460,000
FY23	\$ 10,328,500	\$ 366,750	\$ 345,000	\$ 118,750	\$ 80,000	\$ 8,004,000	\$ 719,000	\$ -	\$ 46,000	\$ 574,000	\$ -	\$ -	\$ 75,000
FY24	\$ 12,539,500	\$ 349,500	\$ 70,000	\$ 192,500	\$ 208,000	\$ 701,882	\$ 7,500,000	\$ -	\$ 29,500	\$ 280,000	\$ -	\$ 2,500,000	\$ 708,118
FY25	\$ 29,018,500	\$ 781,000	\$ 320,000	\$ 207,500	\$ 210,000	\$ 10,575,000	\$ 500,000	\$ 1,100,000	\$ -	\$ 325,000	\$ -	\$ -	\$ 15,000,000
<b>Five Year Total</b>	<b>\$ 75,939,583</b>	<b>\$ 2,442,750</b>	<b>\$ 1,816,333</b>	<b>\$ 1,056,500</b>	<b>\$ 939,250</b>	<b>\$ 20,269,882</b>	<b>\$ 20,328,000</b>	<b>\$ 1,100,000</b>	<b>\$ 162,500</b>	<b>\$ 1,790,250</b>	<b>\$ -</b>	<b>\$ 5,076,000</b>	<b>\$ 20,958,118</b>



# **Diamond Dreams Urban Renewal Amendment**

CITY OF NORTH LIBERTY, IOWA  
URBAN RENEWAL PLAN AMENDMENT  
NORTH LIBERTY URBAN RENEWAL AREA

March, 2020

The Urban Renewal Plan (the “Plan”) for the North Liberty Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

**1) Addition of Property.** The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the March, 2020 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to the Property.

**2) Identification of Projects.** By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

**A.**

**Name of Project:** Centennial Park Improvements Project

**Name of Urban Renewal Area:** North Liberty Urban Renewal Area

**Date of Council Approval of the Project:** March 24, 2020

**Description of Project and Project Site:** The Centennial Park Improvements Project will consist of the construction of improvements to Centennial Park situated in the Urban Renewal Area, including the construction of park roads, playgrounds, shelters, a pavilion/stage, and related improvements.

It is anticipated that the completed Centennial Park Improvements Project will have a positive impact on commerce in the Area through the provision of enhanced recreational amenities.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the Centennial Park Improvements Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Centennial Park Improvements Project will not exceed \$6,000,000.

**Analysis of Use of TIF:** Because the Centennial Park Improvements Project includes City building improvements, the City has analyzed its proposed use of incremental property tax revenues for the funding of the Centennial Park Improvements Project and alternative development and funding options for the Centennial Park Improvements Project, in accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa. The results of that analysis are summarized as follows:

**1) Alternate Development Options:** The City Council has determined that the provision of superior parks and recreational facilities are essential to the economic development of the City. Maintaining and enhancing the parks of the City, as described above, will positively impact commerce, growth and development in the Urban Renewal Area. There are no other development options feasible on the property on which the Centennial Park Improvements Project will be constructed.

**2) Alternate Financing Options:**

\* Local Option Sales and Services Tax Revenues: The City does not have a Local Option Sales and Services Tax in place.

\* General Fund: The City cannot access its General Fund reserves to aid in the funding of the Centennial Park Improvements Project without risking unsound fiscal practice because the annual proceeds from the general fund levy are fully committed to maintain the operational integrity of the City.

\* Capital Improvements Levy: The City does not have a Capital Improvements Levy available, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

\* Debt Service Levy: The City Council has determined that the debt service levy rate should not be raised for the Centennial Park Improvements Project. The City Council may need to raise the Debt Service Levy in the future for other upcoming projects in the City for which tax increment financing is not available. Raising the current debt service levy rate for the Centennial Park Improvements Project would result in an undue burden to the citizens of the City. The use of tax increment financing will lessen the burden on individual tax payers that would result from a spike in the debt service levy rate and will shift that burden onto valuation increases resulting from the City's successful economic development initiatives which are enhanced by the provision of improved recreational facilities.

\* Utility Surpluses: The City does not have identified surpluses in its sewer and/or water utility funds that could aid in the funding of the Centennial Park Improvements Project.

\* Fundraising: The City will undertake a fundraising campaign to raise funds to aid in paying the costs of the Centennial Park Improvements Project.

\* Grant Funding: The City will apply for grant proceeds to pay for a portion of the costs of the Centennial Park Improvements Project.

**B.**

**Name of Project:** Street Improvements Project

**Name of Urban Renewal Area:** North Liberty Urban Renewal Area

**Date of Council Approval of Project:** March 24, 2020

**Description of Project and Project Site:** The Street Improvements Project will consist of street reconstruction, including the reconstruction of urban cross sections, sidewalks, trails, roundabouts, and lighting; the installation of water mains; and the incidental utility, landscaping, site clearance and cleanup work related thereto on and along the following rights-of-way in the Urban Renewal Area:

*All of the public right-of-way of Kansas Avenue from its intersection with Forevergreen Road on the south to its intersection with St. Andrews Drive on the north; and*

*All of the public right-of-way of Ranshaw Way from its intersection with Penn Street on the north to its intersection with Forevergreen Road on the south; and*

*All of the public right-of-way of the Penn and Front Street Corridors.*

It is expected that the completed Street Improvements Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial and industrial enterprises in the City.

**Description of Properties to be Acquired in Connection with Project:** The City will acquire easement territory and rights-of-way as are necessary to successfully undertake the Street Improvements Project.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the Street Improvements Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Street Improvements Project will not exceed \$12,000,000.

**C.**

**Name of Project:** Diamond Dreams Development Project

**Name of Urban Renewal Area:** North Liberty Urban Renewal Area

**Date of Council Approval of Project:** March 24, 2020

**Description of Project and Project Site:** Diamond Dreams Sports Academy, LLC (the “Company”) has proposed to construct a new softball/baseball facility (the “Project”) on the Property (as defined in Section 1 above) in the Urban Renewal Area.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

**Description of Public Infrastructure to be Constructed in Connection with the Project:** It is not anticipated that the City will install public infrastructure in connection with the Project.

**Description of Properties to be Acquired in Connection with Project:** It is not anticipated that the City will acquire real property in connection with the Project.

**Description of Use of TIF for the Project:** The City intends to enter into a Development Agreement with the Company with respect to the construction and operation of the Project and to provide annual appropriation economic development payments (the “Payments”) to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$320,000, plus the Admin Fees.

**3) Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$87,230,705</u>
Outstanding general obligation debt of the City:	<u>\$30,940,276</u>
Proposed debt to be incurred under the March, 2020 Amendment*:	<u>\$18,328,000</u>

\* It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.



**EXHIBIT A**  
Legal Description  
Expanded North Liberty Urban Renewal Area  
(March, 2020 Addition)

*Lot 11, 1-380 Industrial Park to North Liberty, Johnson County, Iowa according to the plat thereof recorded in Book 41, Page 200, Plat Records of Johnson County, Iowa, subject to easements, covenants, and restrictions of record.*

SET DATE FOR HEARING ON  
EXPANDED URBAN RENEWAL AREA  
DESIGNATION AND URBAN RENEWAL  
PLAN AMENDMENT

421033-78

North Liberty, Iowa

February 25, 2020

The City Council of the City of North Liberty, Iowa, met on February 25, 2020, at \_\_\_\_\_ o'clock, \_\_\_\_m., at the \_\_\_\_\_, in the City, for the purpose of setting a date for a public hearing on the designation of an expanded urban renewal area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

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

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

The Mayor announced that an amendment to the boundaries of the North Liberty Urban Renewal Area had been prepared, along with an amendment to the urban renewal plan for the area, and that it was now necessary to set a date for a public hearing on the proposed amended area and proposed amendment to the urban renewal plan. Accordingly, Council Member \_\_\_\_\_ moved the adoption of the following resolution entitled "Resolution Setting Date for a Public Hearing on Designation of the Expanded North Liberty Urban Renewal Area and on Urban Renewal Plan Amendment," and the motion was seconded by Council Member \_\_\_\_\_. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

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

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

Whereupon, the Mayor declared the resolution duly adopted as follows:

**Resolution No. 2020-22**

**RESOLUTION SETTING DATE FOR PUBLIC HEARING ON  
DESIGNATION OF THE EXPANDED NORTH LIBERTY  
URBAN RENEWAL AREA AND ON URBAN RENEWAL  
PLAN AMENDMENT**

**WHEREAS**, this City Council of the City of North Liberty, Iowa (the "City") by resolution previously established the North Liberty Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

**WHEREAS**, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the "Property") lying within the legal description set out in Exhibit A; and

**WHEREAS**, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

**WHEREAS**, an amendment (the "Amendment") to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Diamond Dreams Sports Academy, LLC in connection with the construction of a softball/baseball facility; (b) using tax increment financing to pay the costs of constructing arterial street improvements; and (c) using tax increment financing to pay the costs of constructing improvements to Centennial Park; and

**WHEREAS**, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

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

Section 1. This City Council will meet at the Council Chambers, North Liberty, Iowa, on March 24, 2020, at 6:30 p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in North Liberty, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator and/or the Assistant City Administrator are hereby designated as the City's representatives in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Johnson County and the Clear Creek Amana Community School District be invited to participate in the consultation.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

**APPROVED AND ADOPTED** this 25th day of February, 2020.

CITY OF NORTH LIBERTY:

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TERRY L. DONAHUE, MAYOR

ATTEST:

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

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TRACEY MULCAHEY, CITY CLERK

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED NORTH LIBERTY URBAN RENEWAL AREA AND ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 6:30 p.m., at the Council Chambers, North Liberty, Iowa, on March 24, 2020, the City Council of the City of North Liberty will hold a public hearing on the question of amending the urban renewal plan (the "Plan") for the North Liberty Urban Renewal Area and designating expanded North Liberty Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403, Code of Iowa, by adding and including all the property described as follows:

*Lot 11, 1-380 Industrial Park to North Liberty, Johnson County, Iowa according to the plat thereof recorded in Book 41, Page 200, Plat Records of Johnson County, Iowa, subject to easements, covenants, and restrictions of record.*

The proposed amendment to the Plan brings the property described above under the Plan and makes it subject to the provisions of the Plan. The amendment includes the authorization of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Diamond Dreams Sports Academy, LLC in connection with the construction of a softball/baseball facility; (b) using tax increment financing to pay the costs of constructing arterial street improvements; and (c) using tax increment financing to pay the costs of constructing improvements to Centennial Park.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Tracey Mulcahey  
City Clerk

•••••

On motion and vote the meeting adjourned.

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TERRY L. DONAHUE, MAYOR

Attest:

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TRACEY MULCAHEY, CITY CLERK

EXHIBIT A  
Legal Description  
Expanded North Liberty Urban Renewal Area  
(March, 2020 Addition)

*Lot 11, 1-380 Industrial Park to North Liberty, Johnson County, Iowa according to the plat thereof recorded in Book 41, Page 200, Plat Records of Johnson County, Iowa, subject to easements, covenants, and restrictions of record.*

STATE OF IOWA  
COUNTY OF JOHNSON  
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on the question of designating the expanded North Liberty Urban Renewal Area for the City and on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

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TRACEY MULCAHEY, CITY CLERK

**(Attach here publisher's affidavit of publication of notice.)**

**(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)**



STATE OF IOWA  
COUNTY OF JOHNSON  
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on the question of designating the expanded North Liberty Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS my hand this \_\_\_ day of \_\_\_\_\_, 2020.

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TRACEY MULCAHEY, CITY CLERK



# **Ranshaw Way, Phase 5 Project**

**PROPOSAL FOR SERVICES**

TO: City of North Liberty

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

PROJECT NAME: NL Ranshaw Way Phase Five

DATE: February 19, 2020

**PROJECT DESCRIPTION:** Design, bidding and construction phase services for the Ranshaw Way Phase Five Improvements project. Improvements generally are to include trail and sidewalks, urban section pavement widening, storm sewer system, water quality components, lighting, and landscaping. Exhibits of the project scope concept improvements and concept phase project cost opinion are included with this proposal as attachments. The concept phase cost opinion for this project is \$8.9M.

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

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

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



## e. Preliminary Design

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

## f. Final Design

- 1) Site Preparation and Removals: Prepare site preparation and removals plans.
- 2) Typical Pavement Sections: The final design typical pavement sections will be developed for the project. These sections will show the pavement section, subgrade requirements, grading requirements, subbase design, subdrainage design, typical joint designs and related pavement details.
- 3) Plan and Profiles: The final design and drafting of the pavement plan and profiles will be prepared on base maps prepared for the project. This will include all detailed information required by the Iowa DOT.
- 4) Cross-Sections: Prepare the final design of the individual cross-sections for the project. Cross-sections will be developed at a minimum of 50-foot intervals with additional cross-sections included as necessary. Cross-sections will show the existing ground as well as final grading, foreslopes, backslopes, special subgrade treatment, and other pertinent information.

- 5) Lighting: Prepare final design of street and trail lighting including conductors and power source. The design of the lighting system will utilize guidance from the SUDAS design manual, IES roadway lighting standards, and city lighting requirements.
- 6) Signal design: Prepare final design of traffic signal modifications and prepare signal timing updates.
- 7) Trail and Landscaping: Prepare final design of trail, sidewalks, and landscaping.
- 8) Water quality components: Prepare final design of water quality BMP components.
- 9) Final Design Plans: Layout plans and appropriate detailed design drawings showing the project and component parts shall consist of plans, elevations, sections, and other drawings for bidding and construction purposes.
- 10) Storm Drainage Design: Final design and drafting of the storm sewer system, storm sewer inlets, manholes, culverts, ditches, and other storm drainage appurtenances on the project will be developed. The design of the storm sewer system will be based on SUDAS and the current Iowa DOT accepted standards.
- 11) Stormwater Pollution Prevention Plan (SWPPP): Design and drafting of temporary and permanent erosion control (Stormwater Pollution Prevention Plan – SWPPP) plans shall be provided.
- 12) Signing and Pavement Markings: Final design and drafting of roadway signage and pavement markings.
- 13) Pavement Jointing Plans: Pavement jointing plans will be prepared and included with the plans.
- 14) Special Details: Specialty item construction details will be prepared and included with the plans.
- 15) Estimated Quantities: The final bid quantities will be determined and included with the plans and project specifications bidding form.
- 16) Estimate Reference Information: Bid Item estimate reference tables and information as needed will be prepared and included with the plans.
- 17) Project Tabulations: Bid Item project tabulations will be prepared and included with the plans.
- 18) ADA Ramp and Sidewalk Compliance: ADA trail and sidewalk ramp details and sidewalk compliance table will be prepared and included with the plans.
- 19) Incidental Components: Incidental design work related to the project scope such as incidental structures and retaining walls, seatwalls, relocations, etc. not stated herein necessary to construct a final completed project shall be the responsibility of the Consultant and no additional compensation shall be provided.

- g. Specifications
    - 1) The Iowa DOT standard specifications for highway and bridge construction will be utilized as the technical specifications for the project. The Iowa DOT standard contract documents will also be utilized for this project. Supplemental specifications and special provisions required by the project will be prepared and incorporated with the standard documents.
  - h. Final Cost Opinion
    - 1) Following completion of the final design, an opinion of probable construction costs based on the final design will be prepared.
  - i. Submittals, Reviews, and Revisions
    - 1) Submit plans to the City and Iowa DOT according to the Project Development Submittal Dates found in I.M. No. 3.010. Comments and revisions resulting from plan reviews will be incorporated into the final plans prior to bidding.
  - j. Final Plan and Specification Submittal
    - 1) Following final plan revisions, assemble documents and submit final plans, specifications, contract documents, and opinion of probable construction costs to the City and Iowa DOT for final approval.
  - k. Permitting
    - 1) Submit necessary permit applications to the Iowa DOT in compliance with the National Environmental Policy Act (NEPA) and NPDES storm water permit requirements. Environmental investigations, if required, are not included.
  - l. Easements and Acquisitions
    - 1) The Consultant shall prepare easement and acquisition legal descriptions and exhibits as necessary for the project. The Consultant shall attend and assist City staff with individual property owner meetings regarding acquiring easements and right-of-way.
  - m. Utilities
    - 1) The Consultant shall conduct coordination meetings with affected franchise utility companies and provide project information as necessary for required utility relocations.
2. **Bidding Phase:** Submit drawings to the Iowa DOT for utilization in the Iowa DOT bidding procedures. The consultant shall respond to questions as received and provide addenda information as necessary.
  3. **Construction Phase** – Services include the following:
    - a. Schedule and conduct a preconstruction conference with the Owner, Iowa DOT, utilities, and the contractors. Preconstruction conference minutes will be recorded and distributed to all attendees by the consultant.

- b. Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents.
- c. Facilitate and participate with regular construction progress meetings.
- d. Perform required material sampling and laboratory testing (such as soil proctor tests, soil compaction, concrete testing, etc.) during construction. Prepare reports in a timely manner.
- e. Review of shop drawings and submittals for:
  - 1) Concrete mixes
  - 2) Landscape and lighting
  - 3) Storm sewer system
  - 4) Miscellaneous construction materials
- f. Provide construction staking.
- g. Provide weekly SWPPP inspections in accordance with General Permit #2.
- h. Prepare daily diaries of construction activities.
- i. Prepare daily Iowa DOT Bid Item Progress Documentation and Measurement Reports.
- j. Prepare Iowa DOT Weekly Working Day reports.
- k. Review payrolls in accordance with Iowa DOT guidelines.
- l. Provide Davis Bacon / EEO Board inspections and interviews.
- m. Negotiate and prepare change orders.
- n. Review payment applications and Contractor correspondence.
- o. Perform pre-final project review and prepare remaining work items to be completed prior to final review.
- p. Perform final review with Iowa DOT and Owner representatives.
- q. Complete Statement of Completion (Form 830435).
- r. Prepare Final Estimate (Form 181235) for final payment.
- s. Prepare Iowa DOT Audit Report (Form 830301).
- t. Review audit with Iowa DOT representatives.
- u. Prepare Construction Record Drawings as provided by the Contractor and submit to the Owner.

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

- 1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.

2. Schedule and conduct informational meeting(s) with the public as deemed necessary.
3. Provide necessary right-of-way and/or easements as required for construction of the project.
4. Provide Real Estate and legal services, appraisals and negotiations as necessary.
5. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer and adjacent property owners.
6. Provide funding for the project.

**SCHEDULE:** We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. The project will follow the Iowa DOT project development schedule per I.M. 3.010 (design phase 2020) and federal funding currently programmed.

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

Design & Bidding Phases	\$ 755,000	Lump Sum
Construction Phase	\$ 555,000	Hourly (estimated)
Reimbursable Expenses	<u>\$ 13,000</u>	As incurred (estimated)
Total	\$1,323,000	

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

**ADDITIONAL SERVICES:** Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates. Services may include assistance with environmental delineations or mitigation if required.

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

**ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:**

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA


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

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

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

KPT/bad

- Enc.: Standard Terms and Conditions  
 Ranshaw Way Phase 5 Concept Drawing  
 Opinion of Probable Construction Costs

SHIVE-HATTERY, INC.  
  
 \_\_\_\_\_  
 Kevin P. Trom, P.E.  
 Project Manager



## STANDARD TERMS AND CONDITIONS

### **PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a division of Shive-Hattery or EPOCH a Division of Shive-Hattery and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

*The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.*

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

### **INDEMNIFICATION**

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

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

### **HAZARDOUS MATERIALS - INDEMNIFICATION**

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

### **STANDARD OF CARE**

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

### **BETTERMENT**

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

**RIGHT OF ENTRY**

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

**PAYMENT**

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

**TERMINATION**

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

**INFORMATION PROVIDED BY OTHERS**

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

**UNDERGROUND UTILITIES**

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

**CONTRACTOR MATTERS**

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

**SHOP DRAWING REVIEW**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with

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

#### **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

#### **CONSTRUCTION OBSERVATION**

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

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

#### **OTHER SERVICES**

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

#### **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

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

#### **DISPUTE RESOLUTION**

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

#### **EXCUSABLE EVENTS**

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be

entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

**ASSIGNMENT**

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

**SEVERABILITY, SURVIVAL AND WAIVER**

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

**GOVERNING LAW**

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

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**COMPLETE AGREEMENT**

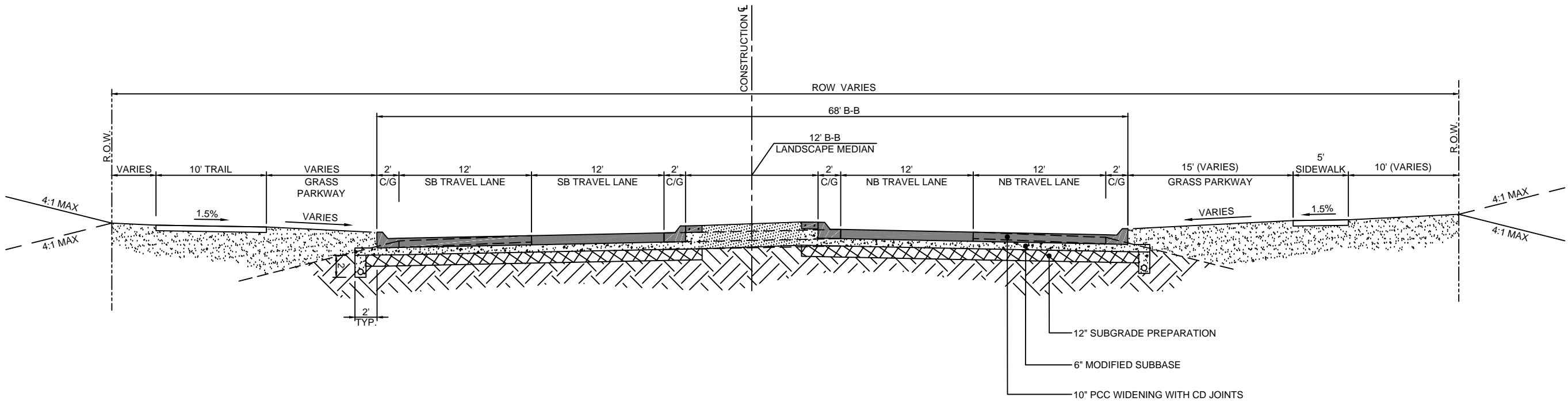
This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take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

**ACCEPTANCE**

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



HIGHWAY 965 (PHASE 5) - LOCATION MAP AND SKETCH PLAN



HIGHWAY 965 (PHASE 5) - TYPICAL SECTION (LOOKING NORTH)

**CITY OF NORTH LIBERTY**  
**HIGHWAY 965 IMPROVEMENTS - PHASE 5**  
**( HAWKEYE DRIVE TO ZELLER STREET )**  
**OPINION OF PROBABLE CONSTRUCTION COSTS**  
**SCHEMATIC DESIGN - JULY 2019**

**DESCRIPTION: WIDEN HIGHWAY 965 TO 5-LANE SECTION FROM HAWKEYE DRIVE TO ZELLER STREET. PROJECT INCLUDES 10-FT TRAIL, 5-FT WALK, PEDSTRIAN TRAIL UNDERPASS, BUS PULL-OFFS, LANDSCAPE MEDIAN, ROADWAY AND PEDESTRIAN LIGHTING, STORMWATER, STREETScape AND LANDSCAPING IMPROVEMENTS.**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	CLEARING AND GRUBBING	LS	1	\$ 15,000	\$ 15,000
2	PAVEMENT REMOVAL	SY	8,700	\$ 7	\$ 60,900
3	REMOVALS, AS PER PLAN	LS	1	\$ 15,000	\$ 15,000
4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	30,500	\$ 13	\$ 396,500
5	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	14,800	\$ 8	\$ 118,400
6	MODIFIED SUBBASE	CY	3,300	\$ 40	\$ 132,000
7	SUBGRADE PREPARATION	SY	19,000	\$ 2	\$ 38,000
8	SHOULDER FINISHING	STA	60	\$ 300	\$ 18,000
9	PAVEMENT, PCC, CL C, CL 3, 10 IN.	SY	16,750	\$ 60	\$ 1,005,000
10	PRECAST CONCRETE BOX CULVERT, 8 FT. X 6 FT.	LF	100	\$ 1,500	\$ 150,000
11	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 8 FT. X 6 FT.	EACH	2	\$ 22,000	\$ 44,000
12	PEDESTRIAN TRAIL UNDERPASS (10' X 8' RCB)	LF	115	\$ 2,000	\$ 230,000
13	MODULAR BLOCK RETAINING WALL	SF	4,450	\$ 60	\$ 267,000
14	MANHOLE, STORM SEWER	EACH	8	\$ 5,000	\$ 40,000
15	INTAKE, SW-510	EACH	26	\$ 4,500	\$ 117,000
16	STORM SEWER GRAVITY MAIN, TRENCHED, (RCP), 2000D (CLASS III), 18 IN.	LF	2,500	\$ 62	\$ 155,000
17	STORM SEWER GRAVITY MAIN, TRENCHED, (RCP), 2000D (CLASS III), 24 IN.	LF	2,000	\$ 70	\$ 140,000
18	STORM SEWER GRAVITY MAIN, TRENCHED, (RCP), 2000D (CLASS III), 36 IN.	LF	900	\$ 105	\$ 94,500
19	STORM SEWER GRAVITY MAIN, TRENCHED, (RCP), 2000D (CLASS III), 48 IN.	LF	300	\$ 150	\$ 45,000
20	SUBDRAIN, LONGITUDINAL, 6 IN.	LF	6,000	\$ 9	\$ 54,000
21	REVETMENT, CLASS E	TON	800	\$ 40	\$ 32,000
22	WATER QUALITY INSTALLATIONS	EACH	7	\$ 20,000	\$ 140,000
23	BRICK PAVERS, PEDESTRIAN CROSSINGS	SF	4,350	\$ 18	\$ 78,300
24	ADA CURB RAMPS	EACH	12	\$ 2,000	\$ 24,000
25	SIDEWALK, PCC, 5 IN.	SY	1,570	\$ 45	\$ 70,650
26	RECREATIONAL TRAIL, PCC, 6 IN.	SY	4,110	\$ 48	\$ 197,280
27	TEMPORARY PAVEMENT	SY	1,200	\$ 55	\$ 66,000
28	SIGNAGE	LS	1	\$ 30,000	\$ 30,000
29	PAINTED PAVEMENT MARKINGS, DURABLE	STA	220	\$ 130	\$ 28,600
30	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	25	\$ 250	\$ 6,250
31	TRAFFIC CONTROL	LS	1	\$ 65,000	\$ 65,000
32	MOBILIZATION	LS	1	\$ 400,000	\$ 400,000
33	EROSION CONTROL AND SEEDING	ACRE	10	\$ 8,500	\$ 85,000
34	ELECTRICAL WIRING AND PULLBOXES	LF	15,200	\$ 20	\$ 304,000
35	STREET LIGHTING	EACH	38	\$ 7,200	\$ 273,600
36	PEDESTRIAN LIGHTING	EACH	38	\$ 5,800	\$ 220,400
37	LIGHTING CONTROL CABINET	EACH	1	\$ 20,000	\$ 20,000
38	TRAFFIC SIGNAL MODIFICATIONS (SIGNAL HEADS)	EACH	3	\$ 6,000	\$ 18,000
39	LANDSCAPE UPLIGHTING	EACH	20	\$ 3,500	\$ 70,000
40	TRAIL AND SIDEWALK NODES	EACH	12	\$ 10,000	\$ 120,000
41	MINOR INTERSECTION (WESTWOOD) SEATWALLS / PAVERS	LS	1	\$ 275,000	\$ 275,000
42	MAJOR INTERSECTION (ZELLER SOUTH SIDE) SEATWALLS / PAVERS	LS	1	\$ 125,000	\$ 125,000
43	TREES / LANDSCAPING / LANDSCAPE MEDIAN	LS	1	\$ 275,000	\$ 275,000
44	CONSTRUCTION SURVEY	LS	1	\$ 40,000	\$ 40,000

**Subtotal Construction = \$ 6,100,000**

**20% Contingency = \$ 1,220,000**

**OPINION OF PROBABLE CONSTRUCTION COST = \$ 7,320,000**

Engineering, Legal, Admin (20%) = \$ 1,465,000

Easements / Acquisitions = \$ 150,000

Utility Relocation = \$ -

**TOTAL OPINION OF PROBABLE PROJECT COST = \$ 8,935,000**

**Resolution No. 2020-23**

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

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

**WHEREAS**, the City Council desires to make further improvements to Ranshaw Way by constructing Phase Five;

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

**NOW, THEREFORE, BE IT RESOLVED** that the agreement presented by Shive-Hattery is approved for Design, Bidding, and Construction services relating to the Ranshaw Way, Phase Five Project Services Agreement at a lump sum fee of \$1,323,000.00 plus costs of expenses is hereby approved as set forth therein.

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

**APPROVED AND ADOPTED** this 25th day of February, 2020.

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



# **Dubuque Street, Phase 1 Project**



## PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: North Liberty Dubuque Street Phase One Improvements

DATE: February 19, 2020

**PROJECT DESCRIPTION:** Design, bidding and construction phase services for North Liberty Dubuque Street Phase One reconstruction improvements generally from Main Street to Cherry Street. Exhibits of the project location/concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$2,475,000.

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

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

1. **Design Phase:** Design phase shall include the following services.
  - a. Topographic Survey: We will provide a topographic survey for the project including surface features, topographic information, utilities as located by One-Call, easements, and right-of-way. The survey will be used as the base map for the design plans.
  - b. Design Services: We will provide design services for the street reconstruction project including construction phasing and traffic control plans. The design process/approach will include regular meetings with City staff and neighborhood informational meeting.
  - c. Permitting, Acquisitions and Easements: We will prepare and submit a DNR NPDES permit application and DNR sanitary sewer and watermain construction permit applications. We will prepare necessary temporary and permanent easement and property acquisition legal descriptions and exhibits as needed for the project.
  - e. Construction Documents: Construction documents will consist of preparing complete plans for public bidding and construction. The package will be reviewed and approved by City staff prior to authorization for public hearing and distribution to bidders.
  - f. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
  - g. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.
2. **Public Involvement:** We will prepare a video model and colored rendering of the project. We shall attend and assist City staff with a public information open house. We will assist City staff and attend individual property owner meetings during the design phase of the project.



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

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

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Schedule and conduct informational meeting(s) with property owners and the public as deemed necessary.
3. Acquire the necessary right-of-way and/or easements as required for construction of the project. Schedule and meet with affected property owners to discuss easements required for the project.
4. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer and adjacent property owners.

**SCHEDULE:** We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. We understand that the project schedule goal is for design phase 2020, acquisitions and permitting 2021, and construction to occur 2022.

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

Design & Bidding Phase	\$ 201,000	Lump Sum
Public Involvement	\$ 10,000	Lump Sum
Construction Phase	\$ 87,000	Hourly (estimated)
Reimbursable Expenses	\$ 7,000	As incurred (estimated)
Total	\$ 305,000	

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

**ADDITIONAL SERVICES:** Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates.

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

**ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:**

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

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



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

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

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

KPT/bad

Enc.: Standard Terms and Conditions  
Dubuque Street Concept Improvements Exhibit  
Dubuque Street Concept COP

## STANDARD TERMS AND CONDITIONS

### **PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a division of Shive-Hattery or EPOCH a Division of Shive-Hattery and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

*The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.*

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

### **INDEMNIFICATION**

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

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

### **HAZARDOUS MATERIALS - INDEMNIFICATION**

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

### **STANDARD OF CARE**

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

### **BETTERMENT**

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

**RIGHT OF ENTRY**

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

**PAYMENT**

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

**TERMINATION**

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

**INFORMATION PROVIDED BY OTHERS**

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

**UNDERGROUND UTILITIES**

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

**CONTRACTOR MATTERS**

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

**SHOP DRAWING REVIEW**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with

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

#### **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

#### **CONSTRUCTION OBSERVATION**

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

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

#### **OTHER SERVICES**

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

#### **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

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

#### **DISPUTE RESOLUTION**

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

#### **EXCUSABLE EVENTS**

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be

entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

**ASSIGNMENT**

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

**SEVERABILITY, SURVIVAL AND WAIVER**

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

**GOVERNING LAW**

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

**EQUAL EMPLOYMENT OPPORTUNITY**

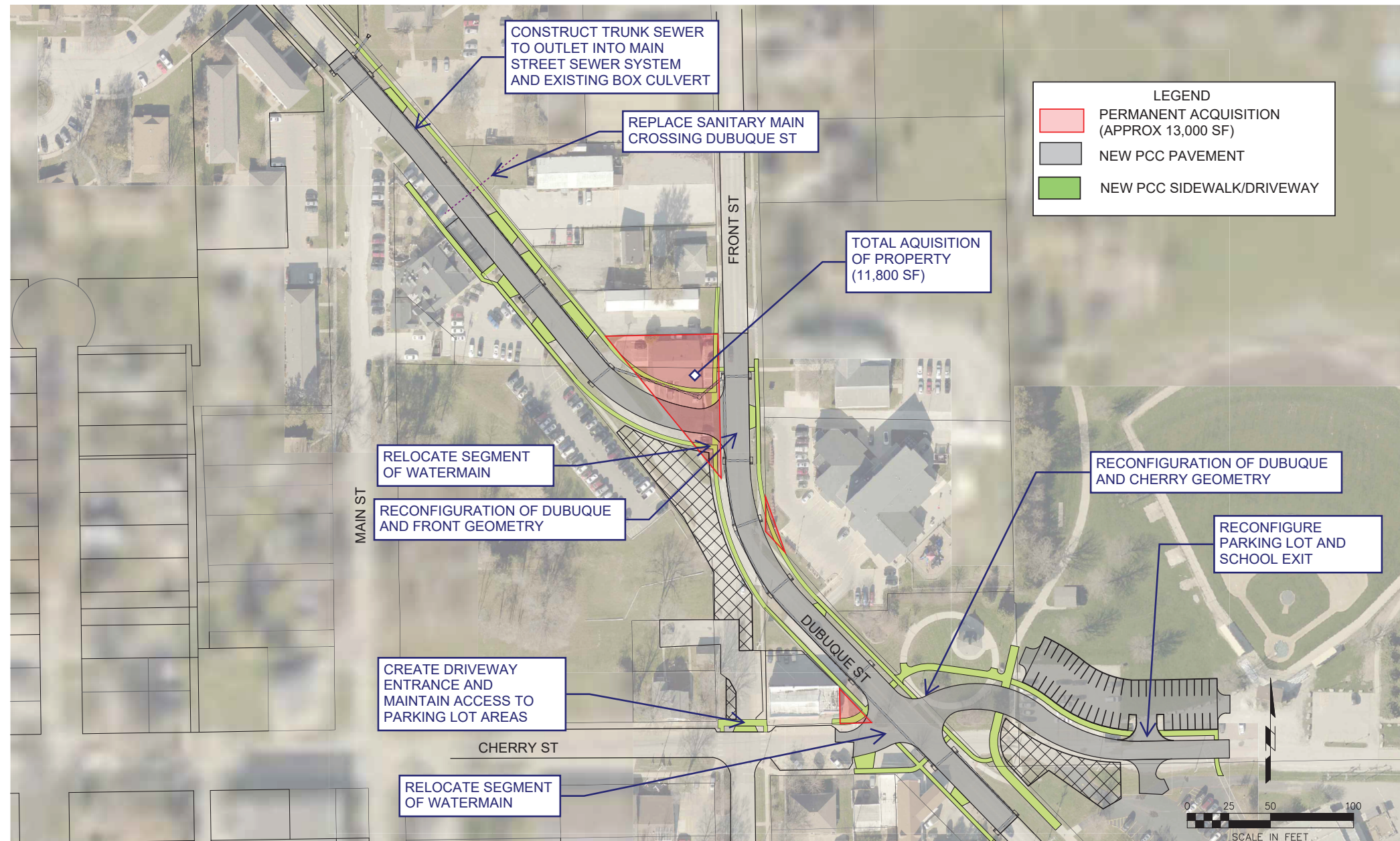
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA),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

**COMPLETE AGREEMENT**

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

**ACCEPTANCE**

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



**DUBUQUE STREET IMPROVEMENTS - PHASE 1: MAIN TO CHERRY**



**DUBUQUE STREET - Main to Cherry (Phase 1)**  
**OPINION OF ANTICIPATED CONSTRUCTION COSTS**  
**Concept Phase - 1/16/2020**

**DESCRIPTION: 29-foot wide urban section PCC Roadway reconstruction from Main Street to Cherry Street (approx. 1950-feet). Reconfiguration of Dubuque / Front and Dubuque / Cherry intersections. Front Street removal between Cherry and Dubuque. New parking lot in Penn Meadows park. Also included are new sidewalks, new streetlights, & conversion of overhead electric to underground.**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	CLEARING & GRUBBING	UNIT	200	\$ 19	\$ 3,800
2	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	3,500	\$ 25	\$ 87,500
3	TOPSOIL, IMPORT	CY	2,000	\$ 28	\$ 56,000
4	MODIFIED SUBBASE	CY	1,500	\$ 38	\$ 57,000
5	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	SY	7,650	\$ 50	\$ 382,500
6	FES APRONS, CONCRETE	EACH	1	\$ 2,500	\$ 2,500
7	INTAKE, SW-509	EACH	26	\$ 4,500	\$ 117,000
8	MANHOLE, SW-401	EACH	1	\$ 4,500	\$ 4,500
9	SUBDRAIN, 6-IN, LONGITUDINAL	LF	3,400	\$ 11	\$ 37,400
10	SUBDRAIN OUTLETS	EACH	52	\$ 260	\$ 13,520
11	STORM SEWER, RCP, 200D (CIII) SMALL	LF	430	\$ 70	\$ 30,100
12	STORM SEWER, RCP, 2000D (CIII) LARGE	LF	1,450	\$ 90	\$ 130,500
13	REMOVAL OF CONCRETE	SY	12,300	\$ 7	\$ 86,100
14	10' TRAIL, P.C. CONCRETE, 6 IN.	SY	380	\$ 55	\$ 20,900
15	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	1,625	\$ 45	\$ 73,125
16	DETECTABLE WARNINGS	SF	160	\$ 65	\$ 10,400
17	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	320	\$ 45	\$ 14,400
18	6-IN C900 WATERMAIN	LF	300	\$ 45	\$ 13,500
19	FIRE HYDRANT ASSEMBLY	EACH	3	\$ 5,000	\$ 15,000
20	6-IN MJ GATE VALVE & BOX	EACH	3	\$ 2,500	\$ 7,500
21	SANITARY MAIN	LF	140	\$ 110	\$ 15,400
22	SANITARY MANHOLE	EACH	1	\$ 6,500	\$ 6,500
23	REMOVAL OF PIPE (STORM, SANITARY, WATERMAIN)	LF	1,500	\$ 15	\$ 22,500
24	SIGNAGE	LS	1	\$ 6,000	\$ 6,000
25	SIGNAGE RELOCATIONS	EACH	2	\$ 2,500	\$ 5,000
26	PAINTED PAVEMENT MARKINGS, DURABLE	STA	150	\$ 100	\$ 15,000
27	TRAFFIC CONTROL	LS	1	\$ 70,000	\$ 70,000
28	TEMP GRANULAR DRIVES	TON	300	\$ 26	\$ 7,800
29	UTILITY ADJUSTMENTS	LS	1	\$ 30,000	\$ 30,000
30	LANDSCAPING	LS	1	\$ 170,000	\$ 170,000
31	RETAINING WALL	LS	1	\$ 5,000	\$ 5,000
32	MOBILIZATION	LS	1	\$ 150,000	\$ 150,000
33	EROSION CONTROL AND SEEDING	ACRE	3	\$ 10,000	\$ 30,000
34	CONTINGENCY (20%)	LS	1	\$ 340,000	\$ 340,000
				Sub-Total Construction	\$ 2,037,000
				Engineering, Legal, Administration (15%)	\$ 300,000
				New streetlights (Alliant)	\$ 8,000
				**Underground Electrical Utility Conversion (Alliant)	\$ 130,000
				<b>*TOTAL</b>	<b>\$ 2,475,000</b>

\*Does not include costs for easements and acquisitions.

\*\* Item includes Alliant electrical conversions, does not include other private utility conversion(s).

**Resolution No. 2020-24**

**RESOLUTION APPROVING SERVICES AGREEMENT  
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-  
HATTERY, INC. FOR THE DUBUQUE STREET, PHASE ONE  
PROJECT**

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

**WHEREAS**, the City Council desires to make improvements to Dubuque Street beginning with Phase One;

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

**NOW, THEREFORE, BE IT RESOLVED** that the agreement presented by Shive-Hattery is approved for Design, Bidding, and Construction services relating to the Dubuque Street, Phase One Project Services Agreement at a lump sum fee of \$305,000.00 plus costs of expenses is hereby approved as set forth therein.

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

**APPROVED AND ADOPTED** this 25th day of February, 2020.

CITY OF NORTH LIBERTY:

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

ATTEST:

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

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



# **Additional Information**



# North Liberty Fire Department 2020 Monthly/YTD Response Report

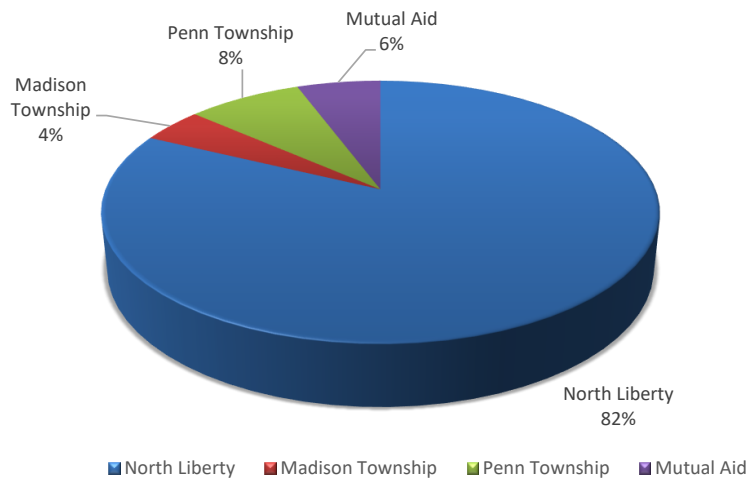
## North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	115												115	82.14%
Madison Township	6												6	4.29%
Penn Township	11												11	7.86%
Mutual Aid	8												8	5.71%
<b>Total Responses</b>	<b>140</b>												<b>140</b>	

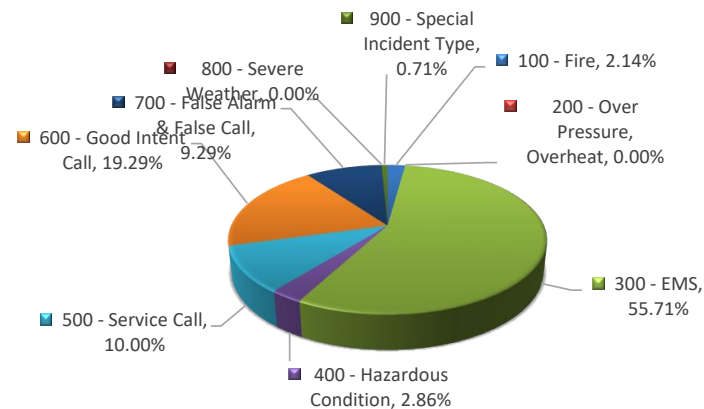
## North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3												3	2.14%
200 - Over Pressure, Overheat														0.00%
300 - EMS													78	55.71%
400 - Hazardous Condition	4												4	2.86%
500 - Service Call	14												14	10.00%
600 - Good Intent Call	27												27	19.29%
700 - False Alarm & False Call	13												13	9.29%
800 - Severe Weather														0.00%
900 - Special Incident Type	1												1	0.71%
<b>Total Responses</b>	<b>140</b>												<b>140</b>	

2020 District Responses YTD  
(Rounded Percentage)



2020 Type of Incidents YTD  
(Percentage)





# North Liberty Fire Department 2020 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	Year To Date
<b>Total Responses for Month</b>	140	0	0	0	0	0	0	0	0	0	0	0	140	
Average Responders per Incident	5.6												4.4	
# Incidents with 2 or less Responders	13												13	
% Incidents with 2 or less Responders	9.3%												9.3%	
# Incidents with No NLFD Response	1													
													<b>Year To Date</b>	<b>Percent To Date</b>
# Incidents Cancelled Enroute or Prior to Arrival	15												15	10.71%
# Incidents Cancelled by JCAS	6												6	40.00%
# Incidents Cancelled by JECC	3												3	20.00%
# Incidents Cancelled by Law Enforcement	2												2	13.33%
# Incidents Cancelled by Fire Department	4												4	26.67%

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

	January	February	March	April	May	June	July	August	September	October	November	December
<b>Total Emergent (Lights &amp; Sirens) Responses for Month</b>	73											
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admii	9											
# of Incidents with Turnout Time 2 Minutes or Less - PT	5											
# of Incidents with Turnout Time 2 Minutes or Less - Total	14											
% Incidents with Turnout Time 2 Minutes or Less	19.2%											
90th Percentile Turnout Time - (Minutes) Part-Time	2:49											
90th Percentile Turnout Time - (Minutes) Paid Per Call	7:34											

\*\* (Turnout Time is defined as Dispatch Time to Unit Enroute Time)(PPC-Paid Per Call)(PT-Part 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 (52001)	2												2	1.43%
Auto Aid - Iowa City (52003)	1												1	0.71%
Auto Aid - Solon (52008)	2												2	1.43%
Auto Aid - Swisher (52009)	3												3	2.14%
Mutual Aid - Other Fire Departments													0	0.00%
<b>Total Responses</b>	8	0	0	0	0	0	0	0	0	0	0	0	8	5.71%

## 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 (52001)	1												1	0.71%
Auto Aid - Iowa City (52003)	1												1	0.71%
Auto Aid - Solon (52008)	1												1	0.71%
Auto Aid - Swisher (52009)	4												4	2.86%
Mutual Aid - Other Fire Departments	1												1	0.71%
<b>Total Responses</b>	8	0	0	0	0	0	0	0	0	0	0	0	8	5.71%



## Financial Report

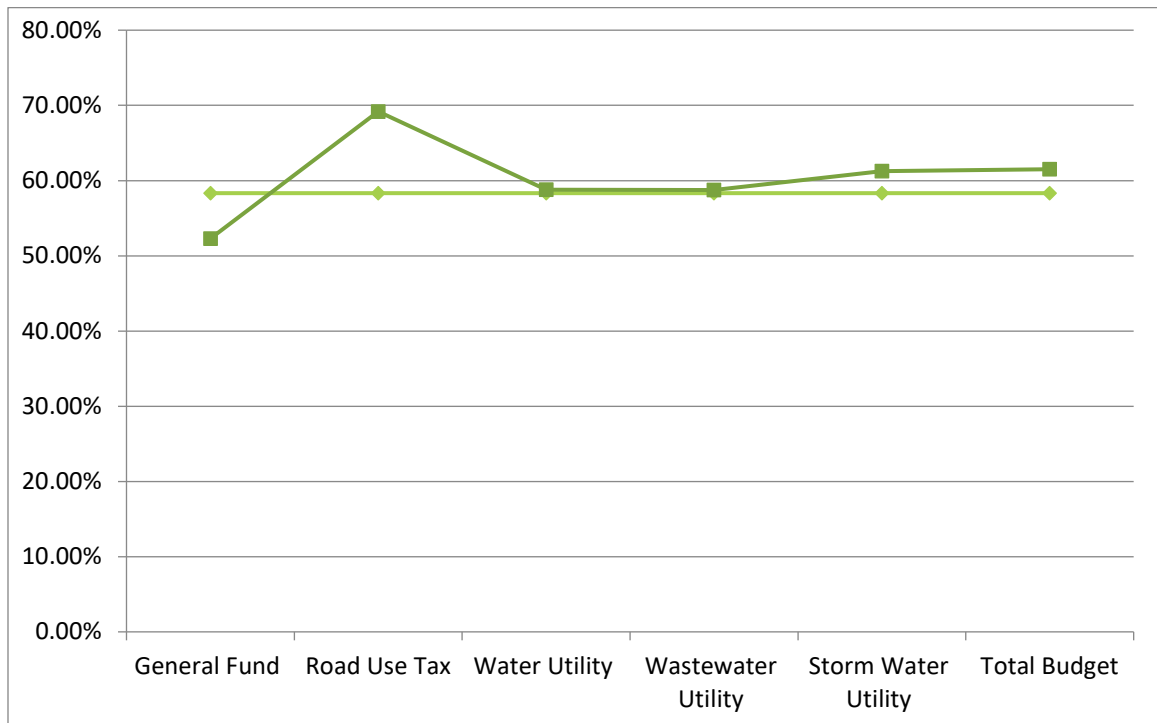
January 31, 2020

City staff are pleased to submit the unaudited monthly financial report for the month of January 2020. At the end of the month, the City was 58.33% through the budget year. Total revenues received for the month were \$2,185,430.72. Total expenditures for the month were \$3,629,199.45. The total cash balance at the end of the month was \$16,442,430.78.

The dark green line indicates the percentage where the budget area is and the light green 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 January 31, 2020:



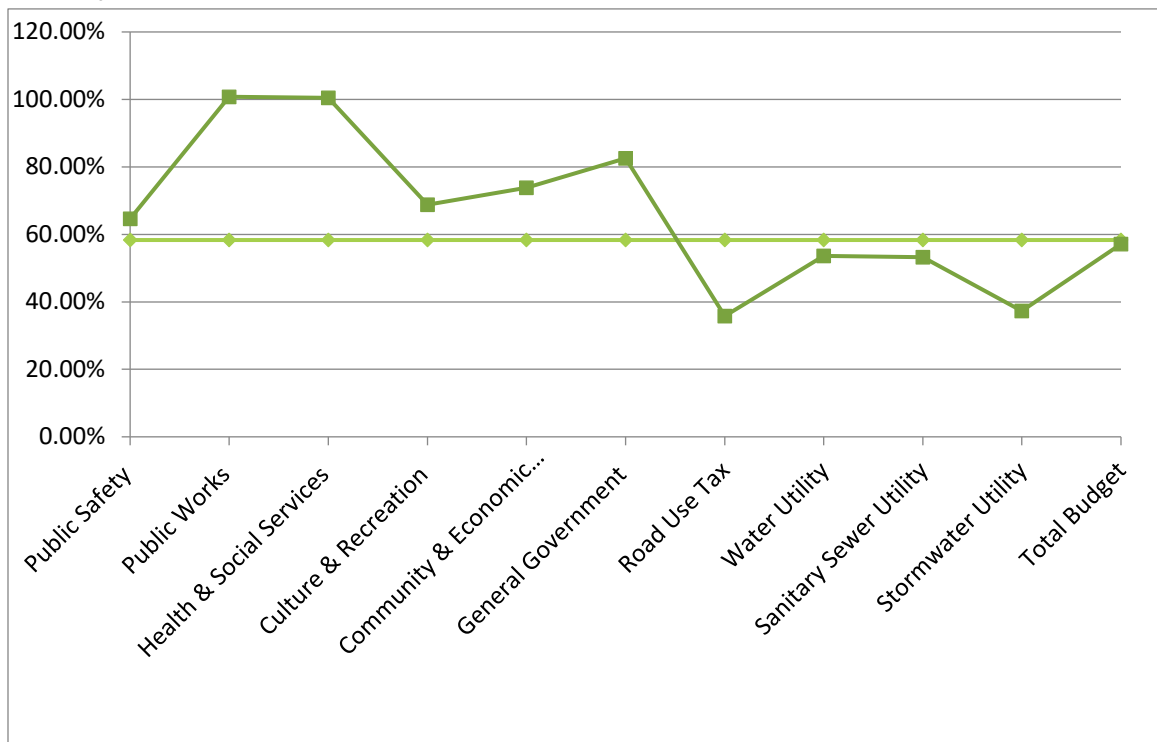
- This chart represents the historical view at the end of the month.

- The General Fund is right on the budget projection at 52.30%. 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 for the fiscal year to date are \$30,750,843.10, 61.51% of the budgeted amount.

### Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of January 31, 2020:



- 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. This will require an amendment very soon.
- 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 \$28,865,247.88 or 57.13% of the projected budget amounts. This amount is right on par for the portion of the fiscal year completed.

### Treasurer's Report

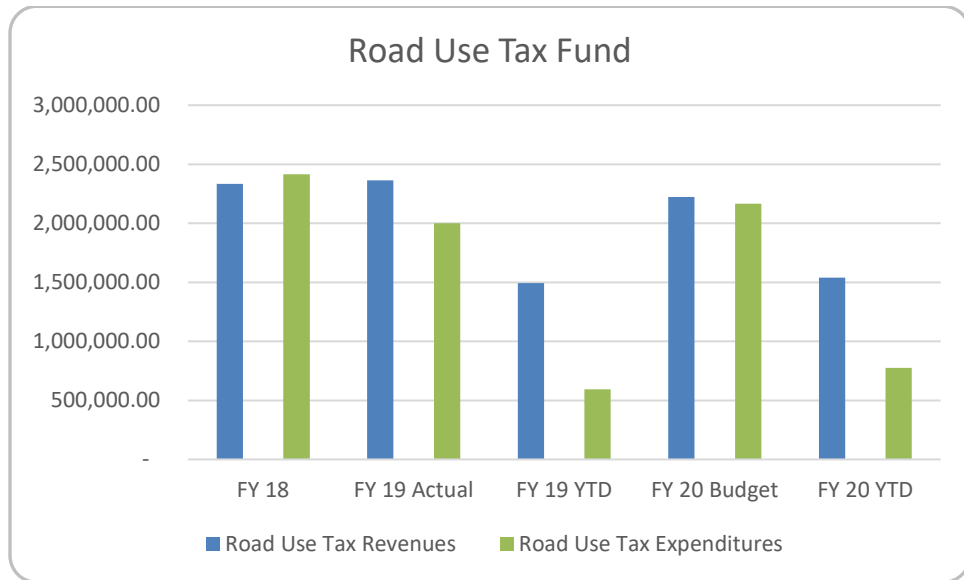
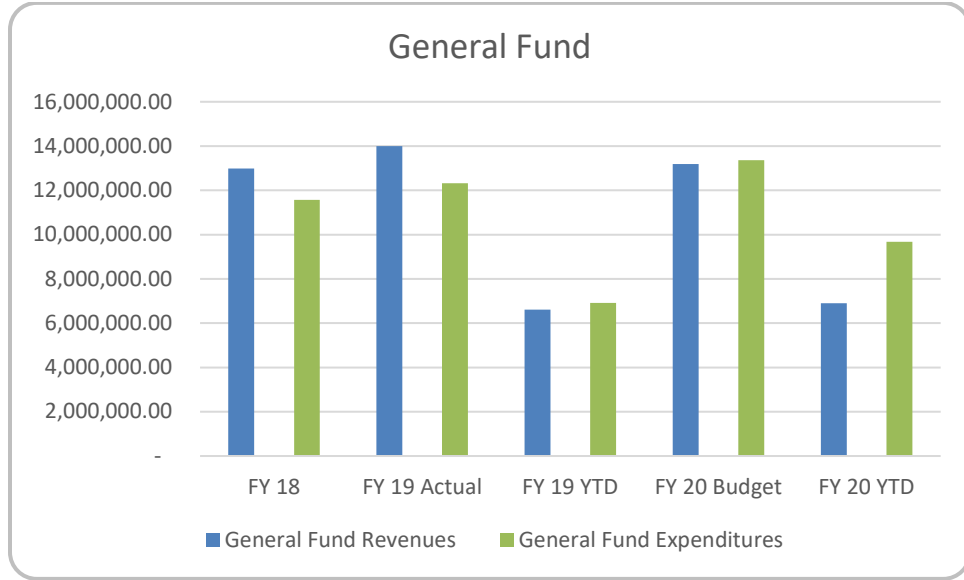
Following is the Treasurer's Report for January. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 4,735,436.43. 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.

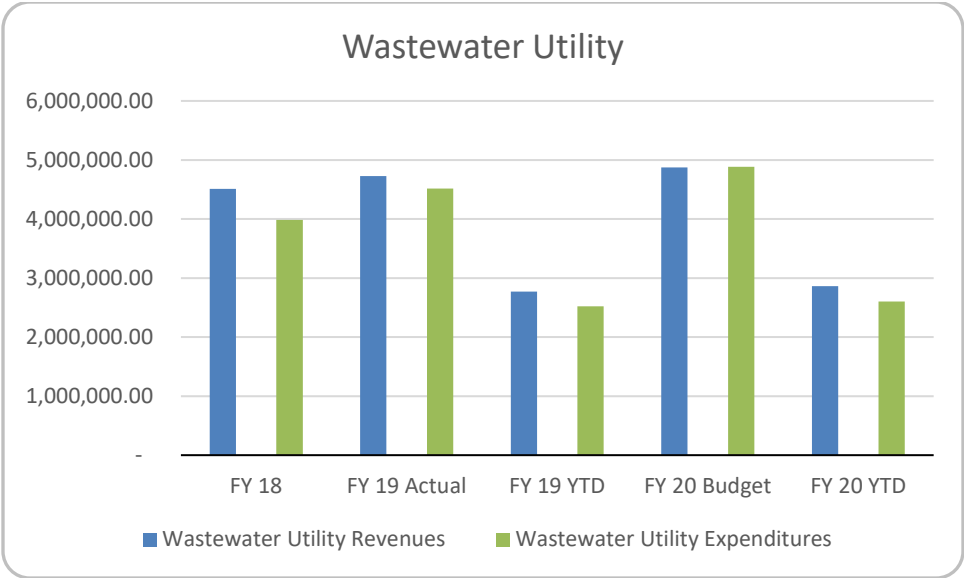
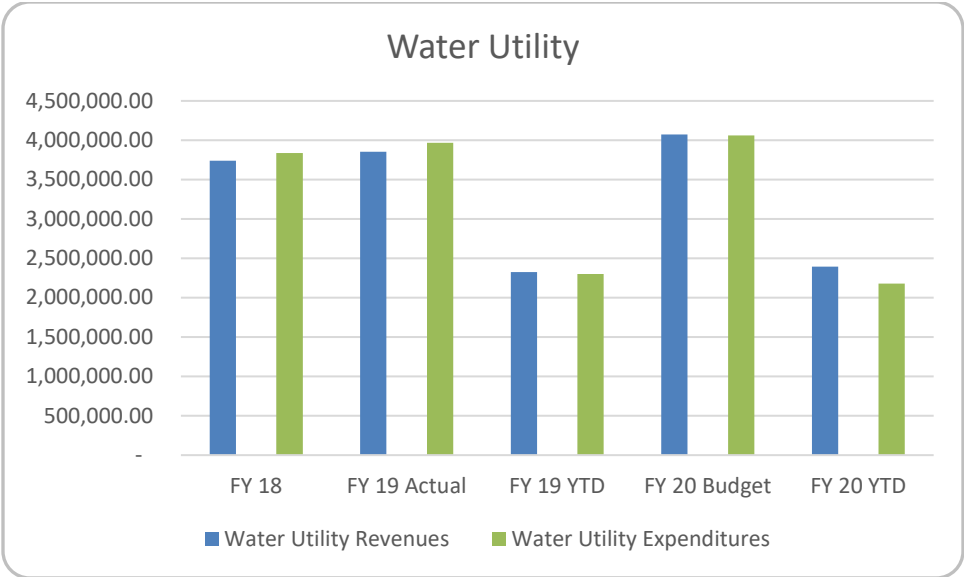
CITY OF NORTH LIBERTY TREASURER'S REPORT January 31, 2020				
FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	01/01/2020			01/31/2020
GENERAL	8,980,692.58	799,539.67	1,802,063.59	7,978,168.66
SPECIAL REVENUE	7,411,425.36	267,323.32	173,378.52	7,505,370.16
DEBT SERVICE	773,298.43	5,959.50	2,550.00	776,707.93
CAPITAL PROJECTS	-9,943,691.72	308.99	761,506.51	-10,704,889.24
WATER ENTERPRISE	4,309,330.87	451,298.09	444,485.81	4,316,143.15
WASTEWATER ENTERPRISE	6,239,196.90	622,436.71	473,859.11	6,387,774.50
STORM WATER ENTERPRISE	182,064.59	18,919.54	17,828.51	183,155.62
<b>TOTAL</b>	<b>17,952,317.01</b>	<b>2,165,785.82</b>	<b>3,675,672.05</b>	<b>16,442,430.78</b>

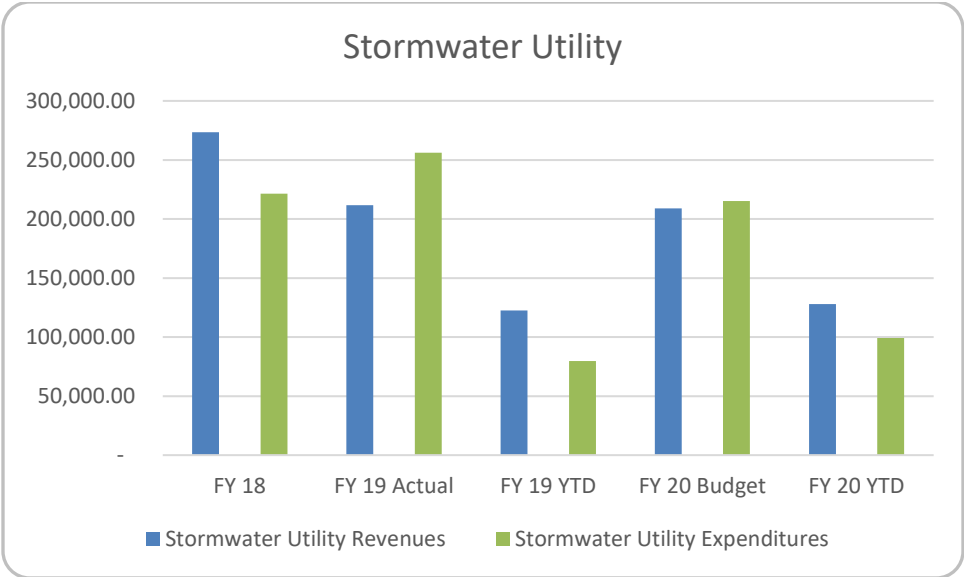


### Summary Charts

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.







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