



**North Liberty City Council
Regular Session
February 23, 2021**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **February 19, 2021**
Re **City Council Agenda February 23, 2021**

Meeting Note

Tuesday's meeting will be held virtually via Zoom and live streamed at [Watch Meetings Live](#) as well as available on the website. The City Council and participants will log into the meeting in order to conduct business while the public will be able to watch the debate and decisions being made.

Consent Agenda

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

- City Council Minutes (02/09/21)
- Claims
- January Revenues
- January Treasurer's Report

Project Better Together

Mark Nolte, Kate Moreland, Kim Casco and Josh Schamburger, all representing Project Better Together, will join the Council meeting to provide an update on the group's work. Councilor Smith and I are participating members of the Project Better Together Committee.

Greenbelt Trail Rezoning

Greenbelt Trail II, LLC is requesting a zoning map amendment to allow 66.84 acres – west of North Liberty Road and east of the Arlington Ridge Subdivision – to be developed with approximately 150 single-family dwellings and related infrastructure. The request is consistent with the Comprehensive Plan Future Land Use designation, which is Residential. It is staff's opinion that the RS-6 zoning is compatible with surrounding properties as a portion of Arlington Ridge subdivision to the west and all of Greenbelt Trail – Part One to the south are zoned RS-6. The Planning Commission recommended approval of the request at its February 2, 2021 meeting. Notably, one Commissioner expressed a concern with the RS-6 zoning as it allows for smaller lot sizes than RS-4 zoning. Staff noted that the draft preliminary plat depicts most lots exceeding the RS-6 lot size requirements. However, since all lots do not meet RS-4 lot size requirements, the

Meetings & Events

Tuesday, Feb 23 at 6:30p.m.
City Council

Monday, Mar 1 at 6:00p.m.
Communications Commission

Tuesday, Mar 2 at 6:30p.m.
Planning Commission

Thursday, Mar 4 at 7:00p.m.
Parks & Recreation Commission

Tuesday, Mar 9 at 6:30p.m.
City Council

developer selected the RS-6 zoning. Staff recommends approval of the zoning change request.

Red Fern Dog Park Rezoning

This is a staff initiated zoning map amendment for the 11.04 acre dog park, located on North Liberty Road. This is a clean-up of the zoning map as the property is already developed as a park and the Comprehensive Plan Future Land Use designation is Parks and Recreation. The Planning Commission unanimously recommended approval of the request at its February 2, 2021 meeting. Staff recommends approval of the zoning change as well.

Zoning Code Amendment, Signs

This is a staff initiated amendment to specific elements of the Sign Ordinance, which are generally more permissive in nature. Changes include amending directional signs to meet contemporary practices and specifying when a permit is not required, relocating the window sign text to a more appropriate section and providing for real estate signs to be for one size (as opposed to a sliding scale) depending on the zoning district. Notably, staff is proposing to remove the regulation which allows real estate signs to be placed in the right-of-way on a temporary basis. The zoning ordinance is not intended to regulate uses in the right-of-way and the precedent of allowing any private sign in the right-of-way is concerning. The last change includes amending construction activity signs to meet contemporary practices and specifying that a permit is not required. The Planning Commission unanimously recommended approval of the request at its February 2, 2021 meeting. Staff recommends approval of the zoning change as well.

Dog Park Membership Ordinance

This ordinance establishes that as of June 1, 2021, memberships are required for use of the Red Fern Dog Park (and any future designated off-leash areas) and sets forth

Residency	Spayed or Neutered	Cost of Annual Dog Park Membership	Cost of Annual Pet Licensing	Total Cost
North Liberty Resident	Yes	\$50	\$2 Required to possess pet license in North Liberty.	\$52
	No	\$50	\$25 Required to possess pet license in North Liberty.	\$75
Not a North Liberty Resident	NA	\$57	Contact your municipality for more information	\$57

requirements for those memberships. The ordinance allows for the City to establish a fee structure for memberships by resolution and provides basic rules for conduct to ensure

public safety. Staff will bring forward a resolution with the above proposed rates when the third reading of the ordinance is considered.

IDOT Agreement

The Iowa Department of Transportation has recently installed temporary signals at the new Forevergreen Road interchange ramps. As part of an upcoming phase of the 80/380 project, sometime in 2021, permanent signals will be installed. The proposed agreement states that the IDOT will install, at no cost to the City, adaptive technology with these signals so that they can communicate with existing and future signals throughout North Liberty. Staff recommends approval.

South Slope Agreement

The City has acquired a parcel of land west of I-380 as part of the Southwest Growth Area Utility project, for the purpose of housing a sanitary sewer lift station. South Slope has asked to lease a 36' by 48' plot of ground within that parcel to construct a building that will house telecommunications equipment. A version of this agreement was included on the September 27, 2020 agenda but removed prior to the meeting. The original agreement provided terms for a ground lease only and did not include language regarding shared construction and maintenance costs. After additional consideration it was determined that one agreement combining the lease and construction/maintenance terms, rather than two separate agreements, made more sense. The proposed agreement includes a 25-year lease at \$1,000/year with a 10% rate increase every five years, which is identical to the previous version. The added section calls for a cost share for the purchase of a generator and for construction of a driveway. Additionally, the agreement provides for cost sharing for the future maintenance of the generator and driveway. If approved by the City Council, South Slope will reemit payment of nearly \$60,000 for the initial construction costs. This collaboration is a great example of a public/private partnership that will save money for both tax payers and South Slope members. Staff recommends approval of the agreement.

Assessment Resolution

Included on the agenda is an assessment resolution for fees associated with snow removal. This resolution includes four properties totaling \$302.50. Staff have not been actively looking for uncleared sidewalks; rather, properties have been identified by concerned citizens. This year, a high volume of calls have been received from citizens concerned about uncleared sidewalks.

FY22 Budget

The agenda includes a public hearing and resolution regarding the maximum levy for the FY22 budget. This public hearing is relatively new to the budget process (2nd year) as a result of state legislation passed in 2019. The published notice (included in the packet) compares the FY21 general fund levy revenues and tax rate to FY 22. The City's general fund levy revenues will increase from \$9.369 million to \$10.017 million, equating to 6.9%. Since revenues are 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 22 budget. The March 9 Council agenda will include another public hearing and resolution adopting the FY22 budget.

And finally, included in the packet are the final budget documents reflecting the City Council's previous discussions.

St. Andrews Drive Project

Shive Hattery alerted staff that the City's contractor erred when installing the trail along the southeastern quadrant of the St. Andrews Drive roundabout. The trail was installed too far to the south and east and extends outside the City's right of way by several inches. Acquiring additional right of way is the most economical way to correct the error, rather than removing and reinstalling the trail. Watts Group Development, as owners of the property, have agreed to transfer additional right of way to the City to correct the issue. The payment of \$1,000.00 is calculated to compensate for the real property being taken, and for the additional engineering and legal work imposed upon Watts Group as a result of the error. Shive Hattery has withheld \$1,000.00 from the retainage of the contractor to fully offset the City's expense. Staff recommends approval.



Agenda



City Council

February 23, 2021

Regular Session

6:30 p.m.

Due to the COVID-19 pandemic, public health and safety concerns require City of North Liberty public meetings to be held electronically, so as to limit the spread of the virus. The public is invited to submit questions and comments in advance of the meeting for consideration submitting them to the City Clerk Tracey Mulcahey via email at tmulcahey@northlibertyiowa.org.

This meeting may be accessed live by the public on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at www.youtube.com/channel/UCrCwGipAPjJnd-olpRgPJcg. You can also attend by phone; call 1 (312) 626 6799 with a touch-tone phone and to enter the meeting ID 826 3222 8942 and nine-digit meeting password 432024678. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, February 9, 2021
 - B. Claims
 - C. January Revenues
 - D. January Treasurer Report
5. City Engineer Report
6. City Administrator Report
7. Mayor Report
8. Project Better Together
 - A. Presentation – Mark Nolte

9. Greenbelt Trail II LLC Rezoning
 - A. Public Hearing regarding proposed rezoning
 - B. Staff and Planning Commission Recommendations
 - C. Applicant Presentation
 - D. First consideration of Ordinance Number 2021-01, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-6 Single-Unit Residence District
10. Dog Park Rezoning
 - A. Public Hearing regarding proposed rezoning
 - B. Staff and Planning Commission Recommendations
 - C. Applicant Presentation
 - D. First consideration of Ordinance Number 2021-02, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located on the east side of North Liberty Road approximately .35 miles north of Oak Lane NE located in North Liberty, Iowa to those set forth in the Municipal Code for the P Public Use District
11. Zoning Code – Sign Regulations Amendment
 - A. Public Hearing regarding proposed amendments to the Zoning Code
 - B. Staff and Planning Commission Recommendations
 - C. First Consideration of Ordinance Number 2021-03, An Ordinance amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled “Zoning Code-Sign Regulations” by amending several sections in Chapter 173 related to exempt signs, specific sign regulations and temporary signs and by deleting Section 173.09 entitled “Signs in the Commercial Recreational Vehicle District”
12. Dog Park Membership Ordinance
 - A. Public Hearing regarding proposed amendments to various dog related ordinances
 - B. First Consideration of Ordinance Number 2021-04, An Ordinance amending the Cod of Ordinances of the City of North Liberty, Iowa updating portions of the Animal Control Code and Park Regulations concerning membership for and use of Dog Parks and Off-Leash Areas

13. IDOT Agreement
 - A. Resolution Number 2021-11, A Resolution approving the Preconstruction Agreement for a Primary Road Project between the Iowa Department of Transportation and the City of North Liberty (Iowa DOT Agreement No: 2021-17-042)
14. South Slope Agreement
 - A. Public Hearing regarding proposed twenty-five-year ground lease agreement With South Slope
 - B. Resolution Number 2021-12, A Resolution approving the Ground Lease Agreement between the City of North Liberty and South Slope Cooperative Telephone Company, Inc.
15. Assessment Resolution
 - A. Resolution Number 2021-13, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes
16. FY 2021-2022 Budget
 - A. Public hearing regarding the maximum levy for the upcoming fiscal year, FY 2022, July 1, 2021 – June 30, 2022 for certain levies
 - B. Resolution Number 2021-14, A Resolution approving the Maximum Tax Dollars from Certain Levies for the City of North Liberty's Proposed Budget for Fiscal Year 2021-2022
17. St. Andrews Drive Project
 - A. Resolution Number 2021-15, A Resolution approving the acquisition of additional right of way for the St. Andrews Drive Project
18. Old Business
19. New Business
20. Adjournment



Consent Agenda



City Council
February 9, 2021
Regular Session

Due to the COVID-19 pandemic, public health and safety concerns require City of North Liberty public meetings to be held electronically, so as to limit the spread of the virus.

Call to order

Mayor Terry Donahue called the February 9, 2021 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: Chris Hoffman, Annie Pollock, Brent Smith, and Brian Wayson; absent: RaQuishia Harrington.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, and other interested parties.

Approval of the Agenda

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

Consent Agenda

Hoffman moved, Pollock seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, January 26, 2021; the attached list of Claims; the Liquor License Renewal for Walgreens; St. Andrews Drive Project, Change Order Number 5, Metro Pavers, deduct of \$21,000.00; St. Andrews Drive Project, Pay Application Number 9, Metro Pavers, \$20,759.93; and SW Growth Area Water and Sewer Extensions, Pay Application Number 5, \$439,796.51. The vote was all ayes. Consent Agenda approved.

City Engineer Report

City Engineer Trom had no report. He offered to answer questions.

City Administrator Report

City Administrator Heiar reported that the maximum levy public hearing will be held at the next Council meeting, February 23. The budget hearing and adoption will be the first March meeting. The new law requires a four-fifths vote of the City Council to pass the budget. Heiar updated Council on the applications for Social Service funding. He encouraged Council to forward other applicants that have not been included to connect to City Hall staff. Applications will be considered at the second meeting in April. A

discussion regarding franchise fees will be on the March 9 agenda. An email will be coming out soon regarding the process and the fees.

Mayor Report

Mayor Donahue reported that at the recent MPOJC meeting, he was named the Chairman for another year. He updated the public on mask wearing in the City. Council discussed the report with the Mayor.

Johnson County Veteran's Affairs

Gary Boseneiler shared information on Johnson County Veteran's Affairs. Council discussed the information with Boseneiler.

Assessment Resolution

Wayson moved, Hoffman seconded to approve Resolution Number 2021-10, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes. After discussion, the vote was: ayes – Pollock, Wayson, Smith, Hoffman; nays – none; absent – Harrington. Motion carried.

Old Business

Councilor Pollock thanked all staff and the community for the Beat the Bitter activities. She encouraged residents to read the additional information in the Council packet regarding the Fire Department's annual report. Councilor Smith offered the Fire Department thanks for the record number of calls including Chief Platz running a lot of calls. He encouraged all councilors to read strategic plan. Heiar responded to the number of calls the Fire Chief takes. The Chief is working to reduce the number he goes on. Councilor Hoffman offered compliments for Beat the Bitter to all staff. He reported that the JECC Board's annual report was presented to the Board today. He offered information on the Ambassador Program. He thanked all for clearing sidewalks, fire hydrants and mailboxes. Councilor Wayson offered positive feedback on clearing roads and trails.

New Business

No new business was offered.

Adjournment

Mayor Donahue adjourned the meeting at 6:56 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

JANUARY 31ST, 2021

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	314,847.00	6,712,941.63
011-FIRE EQUIPMENT CAPITA	325.00	3,011.00
012-LIBRARY CAPITAL FUND	3,000.00	5,427.98
013-RECREATION CAPITAL FU	300.00	300.00
014-POLICE CAPITAL FUND	500.00	3,785.00
015-TRANSPORTATION IMPACT	0.00	298,841.23
016-STORMWATER CAPITAL	0.00	0.00
017-TREE PROGRAM	0.00	1,000.00
018-PARK CAPITAL FUND	0.00	235,147.18
019-YOUTH SPORTS SCHOLARS	0.00	1,424.28
020-EQUIPMENT REVOLVING	41,114.00	41,114.00
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	3.82	543.05
025-POLICE SEIZED FUNDS	0.00	2,347.00
026-HOTEL/MOTEL TAX	0.00	34,445.95
060-ROAD USE TAX FUND	211,693.14	1,583,407.29
061-STREET CAPITAL PROJEC	0.00	2,141,650.15
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	43,400.08	3,173,915.88
110-DEBT SERVICE FUND	6,356.52	604,799.81
210-TRUST AND AGENCY	10,572.57	1,022,297.83
280-CUSTOMER DEPOSITS	9,060.00	96,801.00
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	55.12	637.62
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	3,778,477.54
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	655,402.35
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	2,893,028.02
322-LIBRARY BUILDING FUND	0.25	2.69
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	0.00
510-WATER FUND	359,418.53	2,486,422.29
511-WATER CAPITAL RESERVE	16,666.67	142,345.42
512-WATER SINKING FUND	170,675.42	1,194,727.94
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	126,088.68
520-SEWER FUND	412,595.66	2,917,462.22
521-SEWER CAPITAL RESERVE	53,868.58	476,366.65
522-SEWER SINKING FUND	183,862.08	1,222,034.56
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	0.00	855,284.28
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	18,207.60	139,029.32
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	1,856,522.04	32,850,509.84

CITY OF NORTH LIBERTY
TREASURER'S REPORT
January 2021

FUNDS	BALANCE FORWARD 1/1/2021	REVENUE	EXPENSE	BALANCE ENDING 1/31/2021
GENERAL	8,950,059.12	365,714.18	1,062,382.21	8,253,391.09
SPECIAL REVENUE	8,406,224.70	265,665.79	174,403.17	8,497,487.32
DEBT SERVICE	1,349,323.28	6,356.52	2,800.00	1,352,879.80
CAPITAL PROJECTS	-6,087,570.77	55.37	365,332.07	-6,452,847.47
WATER ENTERPRISE	4,528,277.26	541,274.23	353,849.44	4,715,702.05
WASTEWATER ENTERPRISE	6,768,841.32	638,644.68	1,137,883.18	6,269,602.82
STORM WATER ENTERPRISE	228,231.84	18,366.04	18,025.33	228,572.55
TOTAL	24,143,386.75	1,836,076.81	3,114,675.40	22,864,788.16



Project Better Together

Background: In the spring and summer of 2020 Project Better Together conducted an open-ended survey in several languages for people to weigh in on what we want our shared future as a community to be. Volunteers went through the responses offered and created the vision below from those voices. While this document must always be challenged, updated and improved, it represents a set of goals that we can all be working to live into as members of this community.

A VISION for Johnson County:

In Johnson County, we work together to foster an inclusive, equitable, and sustainable community with strong connections. Our county is recognized as a place where education, housing, employment, transportation, arts and culture, and social services are valued and readily available to all residents. Everyone across the county supports and embraces the diversity of their neighbors' backgrounds, beliefs, values, and traditions without judgement or bias.

EDUCATION and CHILDCARE

- The leaders of Johnson County ensure funding for education is a priority with the State Government and there is a culture of lifelong learning and growth throughout Johnson County.
- Johnson County leads the nation in access to affordable, high-quality child care and early education. Our young people are well-cared for and ready for a life of joy and learning.
- Johnson County schools are well funded and provide equitable, safe, and individualized learning environments. Our schools are widely recognized as models for teaching to the whole child. Students are seen and heard for who they are and allowed to explore their passions; challenged to understand difficult topics; and through experiences, mentorship and guidance learn to be strong, healthy humans who understand and value differences and seek to improve themselves and their communities. Students have access to the right technologies, resources and opportunities to excel in their personal and civic lives with real world experiences to help them in their chosen career and educational paths.
- Our schools seek, develop, and retain excellent BIPOC and immigrant educators and administrators.
- Before and after school programming and activities are varied, robust, affordable and accessible to all.
- Our primary and secondary schools partner with the University of Iowa and other educational organizations to pioneer better methods for assessment and evaluation that focus on improved learning and individualized growth.
- The University of Iowa and Kirkwood Community College collaborate to make higher education affordable and accessible to all students and are the priority choice for local students. The institutions offer rich programming with strong community and business connections to build experience and networking. Offerings are flexible and modularized to create a balanced continuum of learning throughout the career and life of the learner.

There is a targeted investment in programs fostering discovery and best preparing students to thrive in a fast-changing future.

ECONOMY and WORKFORCE

- Johnson County has a strong, equitable local economy and workforce. Each person has opportunities to identify their interests and assets, and freely and openly can receive support to develop those assets without judgement or bias.
- Our employers and incumbent workers lead the nation in investing in growth and upskilling. Adult learners have access to a robust assortment of training programs through non-profits, Kirkwood Community College, online resources, and existing technologies such as the city cable channels. Language and cultural competency, financial literacy, health and well-being, parenting and civics programming are widely available along with vocation specific trainings.
- We have a spirit of innovation and entrepreneurship with the best programs to develop, fund and grow businesses. Johnson County is a national leader in the number of new businesses started and sustained and many of those are by BIPOC and immigrants.
- Residents take pride in supporting local business and strive to keep our resources circulating here.
- Our population and economy grow sustainably. Our business community is a catalyst for promoting and strengthening diversity, equity and inclusion at all levels, allowing us to attract and retain talent from across the nation and globe while we generate higher wages and wealth creation used to reinvest in our communities.

SELF-SUFFICIENCY

- Johnson County is a model for equity and equality in terms of housing and basic needs. All residents in Johnson County are provided opportunities to be self-sufficient, safe, and healthy. The county is a place where justice is valued and a wide variety of innovative solutions to create real, long-term change are utilized. The public and private sectors have aligned to provide a network of support that is not duplicative and is constantly evolving and improving.
- This is a place where everyone is empowered to improve their lives to live independently; a place where wealth is built and reinvested in sustainable ways. New policies around zoning, reinvestment and inclusive neighborhoods are the model used countywide.

SOCIAL and MENTAL HEALTH

- Johnson County and its residents are the model for healthy living, and the area is recognized as one of the new “Blue Zones.” There is an abundance of activities to enhance physical, emotional and mental wellbeing. Our health care providers are recognized nationally for their innovative ways for preventing and treating illness and injury and there is an overall pride in how our residents choose health in abundance.

TRANSPORTATION

- Johnson County has a consolidated and coordinated public transportation system that is affordable and sustainable. Innovative mixes of trails, parking options and continued investment in highly utilized roads and bridges allow people of all incomes, ages and abilities to move easily throughout the county. Transportation runs on the cleanest energy possible.

ARTS and CULTURE

- Johnson County is renowned nationally as a hub for the creative arts and through the creation and sharing of artistic expression, truly earning its moniker: “The Greatest Small City for the Arts.” Residents are regularly exposed to a wide variety of high quality, accessible public art, cultural, and recreational programming.

COMMUNICATION and READINESS

- The community supports meaningful engagement in local government. Through new technologies and in-person opportunities, the public weighs in on issues in real time and participates in open, transparent dialogue with elected officials. Residents have access to high-speed, wireless Internet community-wide to help ensure connectedness. Our county uses a community-based approach to emergency preparedness in order to be a safe and resilient space for all residents.



Greenbelt Trail II LLC Rezoning



February 2, 2021

Terry L. Donahue, Mayor
City of North Liberty
3 Quail Creek Circle
North Liberty IA 52317

Re: Request of Greenbelt Trail II, LLC for a zoning map amendment on 66.84 acres, more or less, from ID – Interim Development District to RS-6 – Single-Unit Residence District on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its February 2, 2021 meeting. The Planning Commission took the following action:

Findings:

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed zoning and use of the property would be compatible with the area.

Recommendation:

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

The vote for approval was 6-1 with Pentecost voting no.

Becky Keogh, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **January 29, 2021**
Re **Request of Greenbelt Trail II, LLC for a zoning map amendment on 66.84 acres, more or less, from ID – Interim Development District to RS-6 – Single-Unit Residence District on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision.**


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

Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Grant Lientz, City Attorney
Tom Palmer, City Building Official
Kevin Trom, City Engineer
Ryan Rusnak, Planning Director

Current Zoning:

The property is currently zoned ID – Interim Development District.



 Subject Property

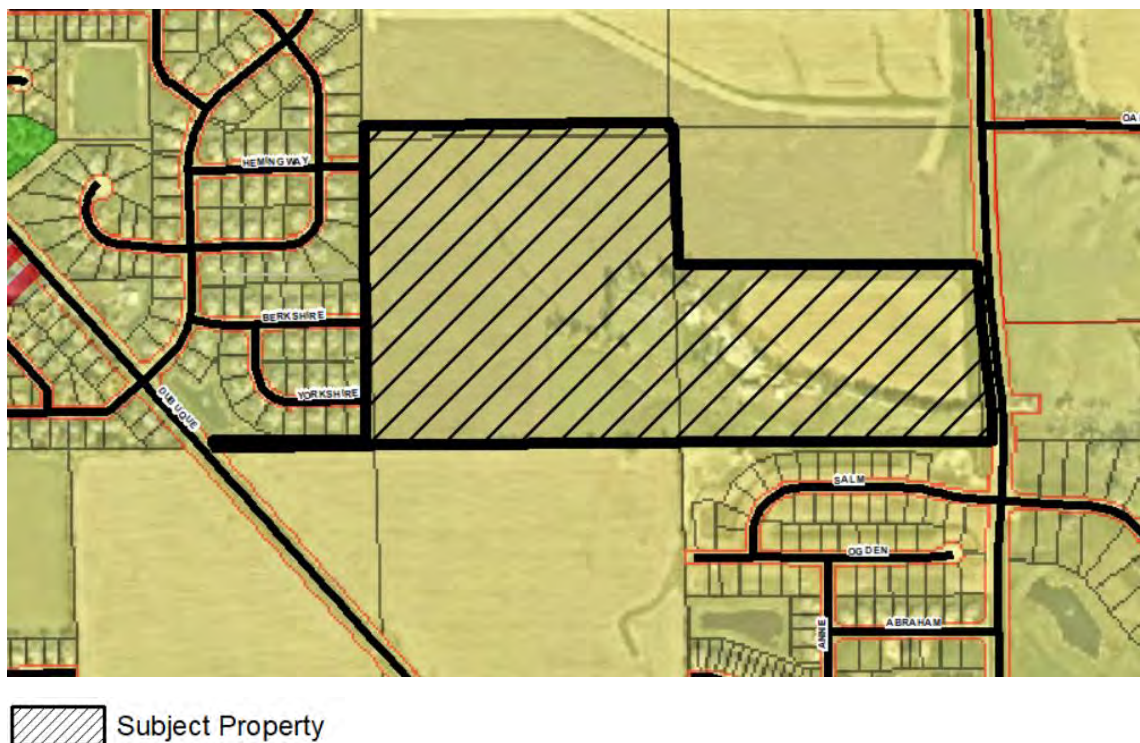
Proposed Zoning:

The applicant is requesting a zoning map amendment to the RS-6 - Single-Unit Residential District to allow the property to be developed as residential subdivision.

The RS-6 - Single-Unit Residence District is intended to provide for and maintain moderate density single-unit residential neighborhoods with a minimum lot size of 7,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

Consistency with Comprehensive Plan:

Land Use Plan designation: Residential.



The North Liberty Comprehensive Plan articulates the following regarding residential uses:

The plan promotes the development of a diversified housing stock that is affordable to a wide range of incomes. Even though general planning goals include limiting residential uses along arterials and in some cases even collector streets, the miles of such frontages within the City make strict adherence to those goals impractical, and landscape buffers, limited access, and smart neighborhood street layouts are utilized to minimize traffic impacts. Higher density residential development is considered to be somewhat of a transitional

buffer between office/commercial development and lower density residential neighborhoods, in part because it is practical to locate the greater numbers of residents found in the higher density developments closer to the commercial services they need. It is staff's opinion that zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan.

Public Input:

Letters were sent to property owners within 200 feet of the subject property notifying them of the December 29, 2020 good neighbor meeting. The virtual meeting was very well attended, mostly by residents of the Arlington Ridge Subdivision. Topics of discussion included (staff commentary in *italics*):

1. The general configuration of the proposed development;
The draft preliminary plat was shown and discussed. One change since the neighborhood meeting is that the entire development will be all single-unit residences. At the time of the neighborhood meeting, the developer was contemplating a portion of the development being multi-unit residences.
2. Development phasing;
The developer indicated that the development phasing would be east to west. Notably, the North Liberty Fire Department will require two points of access once the number of dwelling units exceeds 30. This will likely compel a connection to the Arlington Ridge Subdivision.
3. Subdivision covenants;
A general concern was that subdivision covenants would be similar to those of the Arlington Ridge Subdivision, such that there wouldn't be a drastic difference in subdivision appearances.
4. Methods to control speeding and cut through traffic;
Staff is working with the developer's engineer to implement traffic calming measures. Staff will apprise the Commission of these measures during its review of the preliminary subdivision plat.
5. Construction traffic.
The developer indicated that subdivision construction traffic would be from North Liberty Road.

Compatibility with surrounding zoning and land uses:

With respect to residential zoning, there is RS-5 Single-Unit Residence District zoning to the west (Arlington Ridge) and to the south (Greenbelt Trail – Part One). There is also RS-4 – Single-Unit Residence District to the west (Arlington Ridge). The differences between RS-4 and RS-6 are shown below.

Zoning	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Side Yard	Rear Yard	Maximum Height
RS-4	40 feet	80 feet	10,000 SF	25 feet	10 feet	30 feet	35 feet or 2½ stories
RS-6	35 feet	70 feet	7,000 SF	25 feet	8 feet	30 feet	35 feet or 2½ stories

An initial review of the preliminary subdivision plat indicates that the majority of the lots meet the RS-4 bulk requirements.

It is staff's opinion that the RS-6 zoning is compatible with the surrounding zoning and land uses.

Proposed Subdivision Design:

The Planning Commission will formally consider the Greenbelt Trail – Part 2 Preliminary Subdivision Plat at a future meeting. However, the initial design warrants discussion.

The preliminary subdivision plat proposes 148 single-unit residence lots. The subdivision would have a single entrance on North Liberty Road. This would connect to Berkshire Lane in Arlington Ridge. There would also be connections to Yorkshire Street and Hemmingway Drive. Hemmingway Drive, which is identified as a future collector street on the Comprehensive Plan Future Land Use Map, would extend east and eventually connect to North Liberty Road. This would serve as roadway entrance for a future elementary school. Seven Oaks Road would terminate at the south end of the development. City staff anticipates that this street will extend south and connect to the Dubuque Street and also make a connection to Ogden Lane in the Greenbelt Trail – Part One.

As mentioned staff is working with the developer's engineer to implement traffic calming measures in the design of the subdivision.

There would be a trail along the south of the development and the Arlington Ridge Subdivision connecting it to the Dubuque Street trail. The trail would terminate at the school property. City staff anticipates that the trail will extend along the west end of the school property and connect to a future trail on Hemmingway Drive.

Findings:

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed zoning and use of the property would be compatible with the area.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request of Greenbelt Trail II, LLC for a zoning map amendment on 66.84 acres, more or less, from ID – Interim Development District to RS-6 Single-Unit Residence District on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision to the City Council with a recommendation for approval.

Suggested motion:

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

Ordinance No. 2021-01

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED ON THE WEST SIDE OF NORTH LIBERTY ROAD APPROXIMATELY 225 FEET NORTH OF SALM DRIVE AND ALSO BEING EAST OF THE ARLINGTON RIDGE SUBDIVISION LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RS-6 SINGLE-UNIT RESIDENCE DISTRICT

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

SECTION 1. AMENDMENT. Chapter 167 of the North Liberty Code of Ordinances (2013) is hereby amended by amending the zoning for the property located in part of Section 7, part of Section 8, part of Section 17, and part of Section 18, all located in Township 80 north, Range 6 west of the 5th Principal Meridian, North Liberty, Johnson County, Iowa and is more particularly described as follows:

The south 50 feet of the southeast quarter of the southeast quarter of said Section 7; and the south 33 feet of the southwest quarter of the southwest quarter of said Section 8, lying west of Auditor's Parcel No. 2018039 as recorded in Book 62, Page 97 in the office of the Johnson County, Iowa Recorder; and the northwest quarter of the northwest quarter except Auditor's Parcel No. 2018039 as recorded in Book 62, Page 97 in the office of the Johnson County, Iowa Recorder and part of the northeast quarter of the northwest quarter lying westerly of North Liberty road N.E., both located in said Section 17; and the south 25 feet of the northwest quarter of the northeast quarter of said Section 18; and Auditor's Parcel 2006026 as recorded in book 50, page 218 in the office of the Johnson County, Iowa Recorder; and Auditor's Parcel No. 2007133 as recorded in book 52, page 305 in the office of the Johnson County, Iowa Recorder; and the northeast quarter of the northeast quarter of said Section 18. Said parcel contains 66.84 acres, subject to easements and restrictions.

Such that said property shall be classified and zoned as RS-6 Single-Unit Residence District.

SECTION 2. CONDITIONS IMPOSED. The North Liberty Planning Commission voted to recommend approval at the February 2, 2021 meeting with no conditions.

SECTION 3. ZONING MAP. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

SECTION 4. RECORDATION. The City Clerk is hereby authorized and directed to record this ordinance at the Johnson County Recorder's office upon final passage and approval.

SECTION 5. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 7. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 8. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on ____.

Second reading on ____.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-01 in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK



Dog Park Rezoning



February 2, 2021

Terry L. Donahue, Mayor
City of North Liberty
3 Quail Creek Circle
North Liberty IA 52317

Re: Request of the City of North Liberty for a zoning map amendment on 11.04 acres, more or less, from ID – Interim Development District to P – Public Use District on property located on the east side of North Liberty Road approximately .35 miles north of Oak Lane NE.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its February 2, 2021 meeting. The Planning Commission took the following action:

Findings:

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed zoning and use of the property would be compatible with the area.

Recommendation:

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

The vote for approval was unanimous (7-0).

Becky Keogh, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **January 29, 2021**
Re **Request of the City of North Liberty for a zoning map amendment on 11.04 acres, more or less, from ID – Interim Development District to P – Public Use District on property located on the east side of North Liberty Road approximately .35 miles north of Oak Lane NE.**


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

Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Grant Lientz, City Attorney
Tom Palmer, City Building Official
Kevin Trom, City Engineer
Ryan Rusnak, Planning Director

Current Zoning:

The property is currently zoned ID – Interim Development District.



 Subject Property

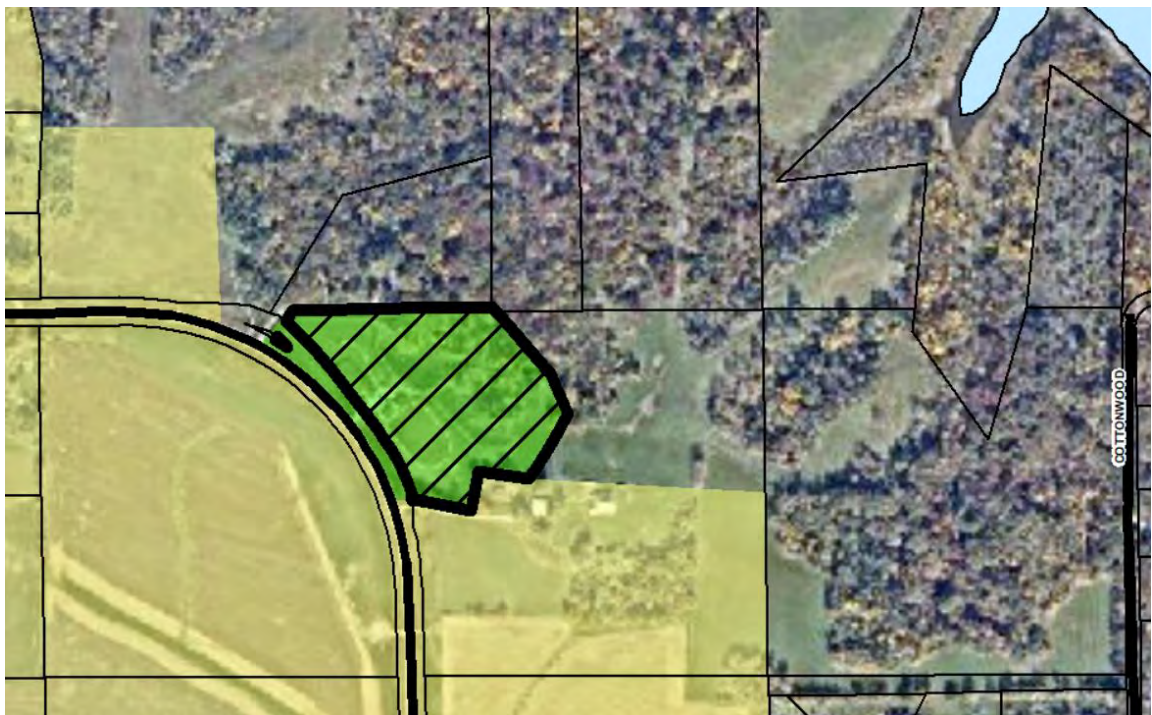
Proposed Zoning:


The City is requesting a zoning map amendment to the P – Public Use District to reflect the actual use of the property, which is the Red Fern Dog Park.

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

Consistency with Comprehensive Plan:

Land Use Plan designation: Parks and Recreation.



 Subject Property

The North Liberty Comprehensive Plan articulates the following regarding community facilities:

Community facilities include those lands, buildings, services and systems that are provided on a public or semi-public basis in the interest of the residents of the community. Such facilities typically include public utilities, parks, open space, and administrative services. Their importance should not be underestimated in that they are offered as a necessity for sustaining quality life within the urban environment and are, therefore, a major determinant of the quality and safety of urban living.

It is staff's opinion that zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan.

Public Input:

A good neighbor meeting is not required with a zoning map amendment for publicly owned land. City staff would not expect objection to the request because the request aligns the zoning with the actual use of the property, which is the Red Fern Dog Park.

Findings:

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed zoning and use of the property would be compatible with the area.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request of the City of North Liberty for a zoning map amendment on 11.04 acres, more or less, from ID – Interim Development District to P – Public Use District on property located on the east side of North Liberty Road approximately .35 miles north of Oak Lane NE to the City Council with a recommendation for approval.

Suggested motion:

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

Ordinance No. 2021-02

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED ON THE EAST SIDE OF NORTH LIBERTY ROAD APPROXIMATELY .35 MILES NORTH OF OAK LANE NE LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE P PUBLIC USE DISTRICT

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

SECTION 1. AMENDMENT. Chapter 167 of the North Liberty Code of Ordinances (2013) is hereby amended by amending the zoning for the property located in the north half of the southwest quarter of Section 8, Township 80 North, Range 6 west of the 5th Principal Meridian, North Liberty, Johnson County, Iowa and is more particularly described as follows:

Auditor's Parcel No. 2018060 as recorded in Book 62, Page 125 in the office of the Johnson County, Iowa Recorder. Said parcel contains 11.04 acres, subject to easements and restrictions.

Such that said property shall be classified and zoned as P Public use District.

SECTION 2. CONDITIONS IMPOSED. The North Liberty Planning Commission voted to recommend approval at the February 2, 2021 meeting with no conditions.

SECTION 3. ZONING MAP. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

SECTION 4. RECORDATION. The City Clerk is hereby authorized and directed to record this ordinance at the Johnson County Recorder's office upon final passage and approval.

SECTION 5. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 7. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 8. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-02 in the *North Liberty Leader* on February 11, 2021.

TRACEY MULCAHEY, CITY CLERK



Zoning Code – Sign Regulations Amendment



February 2, 2021

Terry L. Donahue, Mayor
City of North Liberty
3 Quail Creek Circle
North Liberty IA 52317

Re: Request of the City of North Liberty for an ordinance amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled “Zoning Code – Sign Regulations” by amending several sections in Chapter 173 related to sign regulations.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its February 2, 2021 meeting. The Planning Commission took the following action:

Finding:

1. The Zoning Ordinance amendments would revise outdated and onerous language.

Recommendation:

The Planning Commission accepted the one listed finding and forwards the request for an ordinance amendment to the City Council with a recommendation for approval.

The vote for approval was unanimous (7-0).

Becky Keogh, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **January 29, 2021**
Re **Request of the City of North Liberty for an ordinance amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" by amending several sections in Chapter 173 related to sign regulations.**

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

Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Grant Lientz, City Attorney
Tom Palmer, City Building Official
Kevin Trom, City Engineer
Ryan Rusnak, Planning Director

Proposed Zoning Ordinance amendments:

1. Section 173.05 entitled "Exempt Signs".
 - Relocating current language to Section 173.12 as it is better suited in that section.
2. Section 173.12 entitled "Specific Sign Regulations".
 - Modifying directional signs to reflect modern commercial practices. Additionally, no maximum height is listed in current code language.
 - Relocated windows signs to this section.
3. Section 173.13, entitled "Temporary Signs".
 - Modifying real estate signs to reflect modern practices;
 - Removing language that permits real estate signs in the right-of-way. Zoning Ordinances are not intended to regulate uses in the right-of-way.
 - Modifying builder/contractor signs to construction activity sign, which reflects modern practices.

Public Input:

No public input has been received.

Finding:

1. The Zoning Ordinance amendments would revise outdated and onerous language.

Recommendation:

City staff recommends the Planning Commission accept the one listed finding and forward the request of the City of North Liberty for an ordinance amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" by amending several sections in Chapter 173 related to sign regulations.

Suggested motion:

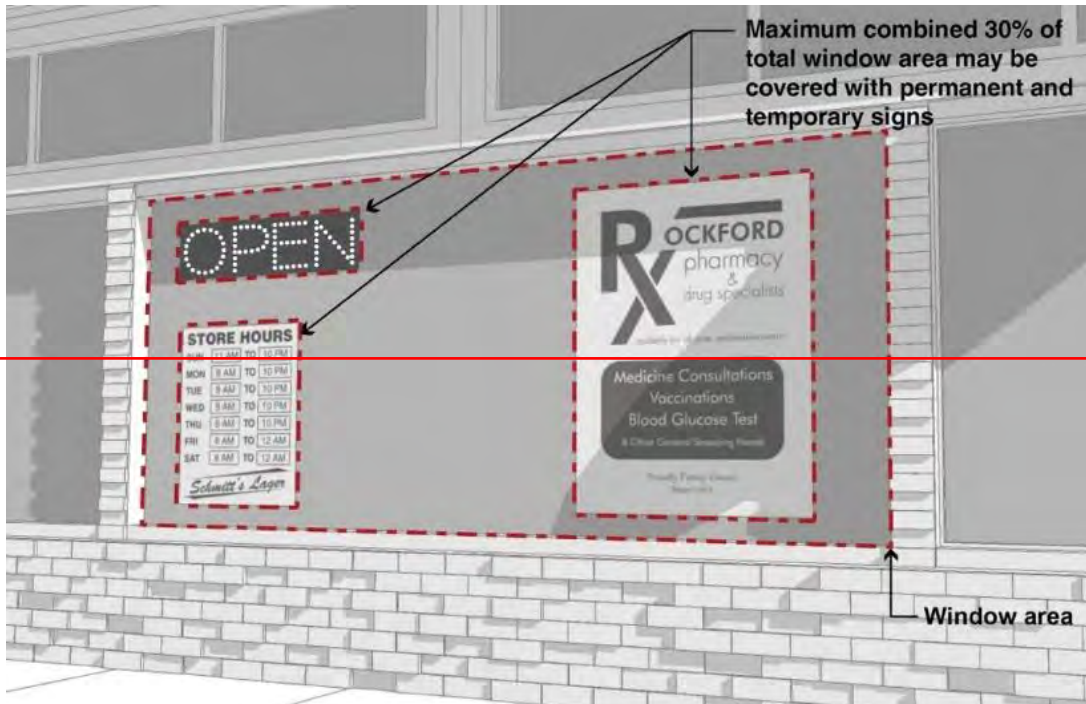
I move that the Planning Commission accept the one listed finding and forward the Ordinance amendments to the City Council with a recommendation for approval.

173.05 EXEMPT SIGNS by deleting Section 173.05(12)

~~12. Window Signs:~~

- ~~A. Window signs are permitted for all nonresidential uses in all districts.~~
- ~~B. All window signs, whether temporary or permanent, are limited to no more than 30% of the surface of each window area. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area.~~
- ~~C. Window signs include neon or LED signs. Flashing neon or LED is prohibited.~~

~~Window Sign~~



~~173.09 SIGNS IN THE COMMERCIAL RECREATIONAL VEHICLE DISTRICT.~~

~~Each C-RV development shall be permitted one ground sign with a maximum area of one square foot for each lineal foot of street frontage, not to exceed 100 square feet.~~

173.12 SPECIFIC SIGN REGULATIONS by amending 173.12(4) and by adding 173.12(8)

4. Directional Signs.

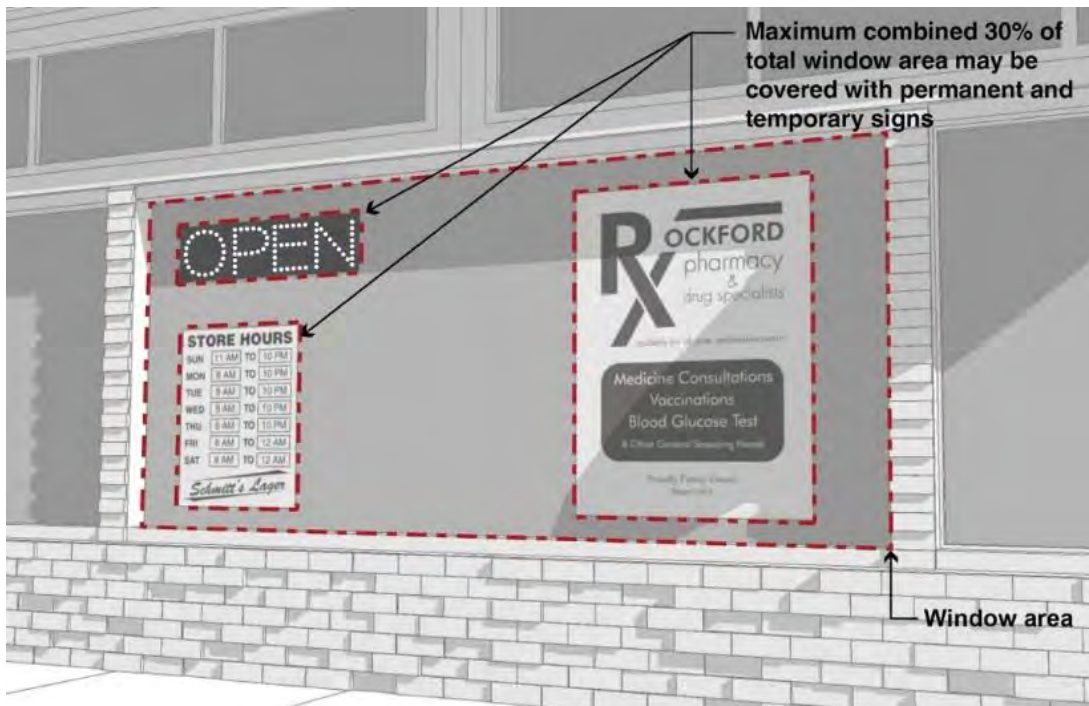
- A. No more than two directional signs ~~per street entrance shall be permitted for any enterprise, business, or institution~~ are permitted at each entrance/exit. One additional directional sign may be permitted at each interior driveway intersection, drive-through lane, or other circulation point. Building mounted signs shall be limited to one per building elevation.
- B. Such signs shall be for the sole purpose of ensuring safe and convenient access to the property. Signs are limited to the following maximum dimensions: two feet in length and two feet in height.

- C. No such sign shall exceed two square feet in area in the residential zones and shall not exceed three square feet in area in all other zones. A freestanding sign is limited to five feet in height and must be five feet from any lot line that abuts a street.
- D. A permit is not required for a directional sign except for an illuminated sign requiring the installation of an electrical branch circuit.

8. Window Signs.

- A. Window signs are permitted for all nonresidential uses in all districts.
- B. All window signs, whether temporary or permanent, are limited to no more than 30% of the surface of each window area. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area.
- C. Window signs include neon or LED signs. Flashing neon or LED is prohibited.
- D. A permit is not required for a window sign.

Window Sign



173.13 TEMPORARY SIGNS.

2. Real Estate Signs.

- A. Real estate signs shall be permitted in all zones, provided that all such signs shall be located on the property to which they apply, except as provided in Paragraphs ~~D~~G and ~~E~~ of this section.
- ~~B.~~ Signs are limited to one per street frontage.
- ~~C.~~ Signs may be either freestanding, wall, or window signs.
- ~~B.D.~~ Real estate signs shall conform to the following maximum size requirements: Four square feet in area for the first 10,000 square feet in lot area plus four square feet for each additional 10,000 square feet of lot area, not to exceed a total sign size of 32 square feet. Signs are limited to 12 square feet in the interim development and residential districts and 32 square feet in all other districts.
- ~~E.~~ Freestanding signs are limited to six feet in height in the interim development and residential districts and eight feet in height in all other districts. All signs must be located a minimum of five feet from any lot line and shall not be located within the corner visual clearance pursuant to Section 167.01.
- ~~G.F.~~ Real estate signs shall be removed upon closing of the sale within five days of final closing, lease, or rental.
- ~~D.G.~~ In addition to lot-specific real estate signs, signs advertising the sale of lots within a subdivision shall be permitted. No more than one sign per entrance into the subdivision shall be allowed, and each sign shall be no greater than 32 square feet in area, no greater than 8 feet in height, and in place no longer than a period of three years.
- ~~E.~~ Open house real estate signs may be located within the street right-of-way between the curb and sidewalk but not for more than 48 hours before or more than four hours after the open house is held. Open house real estate signs shall be placed so that no part of the sign is closer to the roadway than three feet from the back of the curb and shall not be placed within a gravel shoulder. No signage of any kind is permitted within the landscaped areas at street intersections, and no signage shall be placed so that it obscures said landscaped areas. Any signs including real estate signs placed in the street right-of-way are posted entirely and solely at the risk of the sign owner, and may be removed at will and disposed of without notice by the adjacent lot owner or by City staff.
- ~~F.H.~~ Permits are not required for temporary real estate signs that are over 4 square feet in area, but not for those up to 4 square feet in area.

~~6.~~ Builder/Contractor Signs. Builders, contractors, and subcontractors may each display a business sign no larger than four square feet in size on a lot where they are actively working but not within the public right-of-way.

- ~~A.~~ For new home construction, the posting of such signs is limited to that time between the start of construction and the sale of the home, but not more than 6 months.

- B. ~~For other construction projects requiring a building permit, the posting of such signs is limited to that time between the start of construction and the closing of the permit, but not more than 6 months.~~
- C. ~~For other construction projects not requiring a building permit, the posting of such signs is limited to that time between the start of construction and the end of construction, but not more than 6 months.~~

~~A permit is not required for builder/contractor signs.~~

6. Construction Activity Signs. One temporary sign is permitted per each street frontage. Such temporary signs are subject to the following:

- A. Such temporary signs are permitted in all districts on sites with an active or upcoming construction projects.
- B. Such temporary signs may be installed only after approval of a site plan and/or building permit for such activity. Signs may be installed no more than two months prior to active construction. Signs must be removed once construction is complete or the permit expires, whichever occurs first.
- C. Such temporary signs may be constructed as either freestanding signs or wall signs, and subject to the following:
 - (1) Signs are limited to 32 square feet in area.
 - (2) Freestanding signs are limited to eight feet in height
 - (3) Freestanding signs must be located a minimum of five feet from any lot line.
 - (4) Signs may not be illuminated.

A permit is not required for construction activity signs.

Ordinance No. 2021-03

**AN ORDINANCE AMENDING CHAPTER 173 CODE OF ORDINANCES
OF NORTH LIBERTY, IOWA, ENTITLED "ZONING CODE – SIGN
REGULATIONS" BY AMENDING SEVERAL SECTIONS IN CHAPTER
173 RELATED TO EXEMPT SIGNS, SPECIFIC SIGN REGULATIONS
AND TEMPORARY SIGNS AND BY DELETING SECTION 173.09
ENTITLED "SIGNS IN THE COMMERCIAL RECREATIONAL VEHICLE
DISTRICT"**

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

SECTION 1. AMENDMENT. That section 173.05 of the Code of Ordinances of North Liberty, Iowa, entitled "Exempt Signs" is hereby amended by deleting Section 173.05(12).

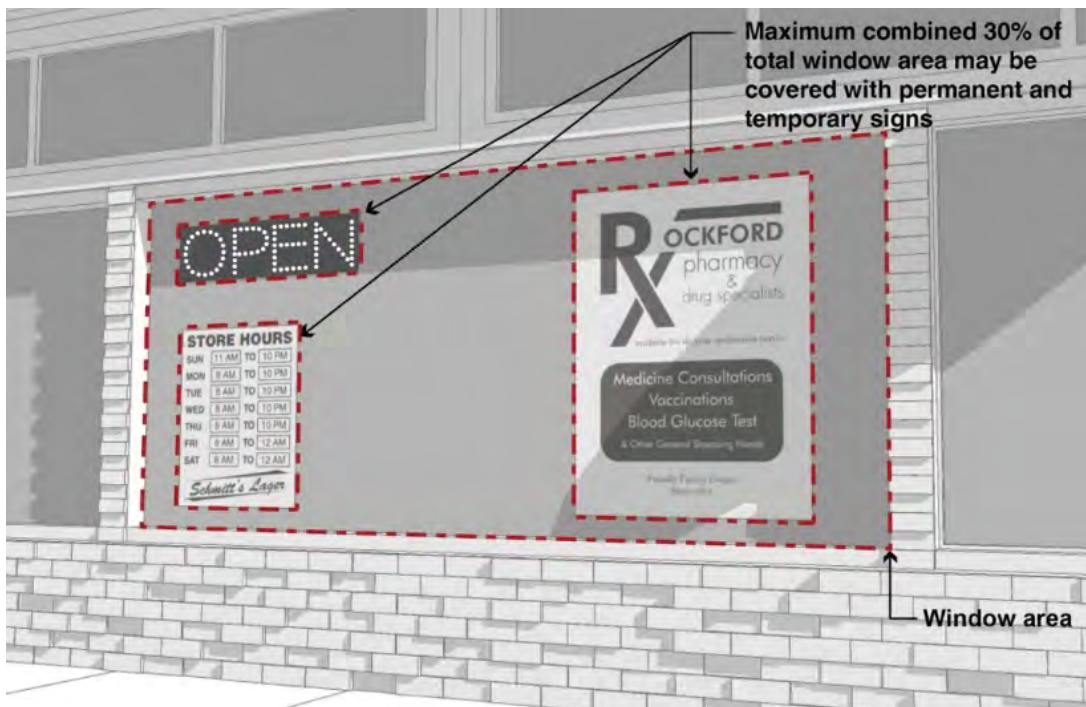
SECTION 2. AMENDMENT. That Chapter 173 of the Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" is hereby amended by deleting Section 173.09, entitled "Signs in the Commercial Recreational Vehicle District".

SECTION 3. AMENDMENT.

That section 173.12 of the Code of Ordinances of North Liberty, Iowa, entitled "Specific Sign Regulations" is hereby amended as followings (modifying 173.12(4) and adding 173.12(8)):

4. Directional Signs.
 - A. No more than two directional signs are permitted at each entrance/exit. One additional directional sign may be permitted at each interior driveway intersection, drive-through lane, or other circulation point. Building mounted signs shall be limited to one per building elevation.
 - B. Signs are limited to the following maximum dimensions: two feet in length and two feet in height.
 - C. A freestanding sign is limited to five feet in height and must be five feet from any lot line that abuts a street.
 - D. A permit is not required for a directional sign except for an illuminated sign requiring the installation of an electrical branch circuit.
8. Window Signs.
 - A. Window signs are permitted for all nonresidential uses in all districts.
 - B. All window signs, whether temporary or permanent, are limited to no more than 30% of the surface of each window area. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area.
 - C. Window signs include neon or LED signs. Flashing neon or LED is prohibited.
 - D. A permit is not required for a window sign.

Window Sign



That section 173.13 of the Code of Ordinances of North Liberty, Iowa, entitled "Temporary Signs" is hereby amended as followings (modifying 173.13(2) and 173.13(6) only):

2. Real Estate Signs.

- A. Real estate signs shall be permitted in all zones, provided that all such signs shall be located on the property to which they apply, except as provided in Paragraph G of this section.
- B. Signs are limited to one per street frontage.
- C. Signs may be either freestanding, wall, or window signs.
- D. Signs are limited to 12 square feet in the interim development and residential districts and 32 square feet in all other districts.
- E. Freestanding signs are limited to six feet in height in the interim development and residential districts and eight feet in height in all other districts. All signs must be located a minimum of five feet from any lot line and shall not be located within the corner visual clearance pursuant to Section 167.01.
- F. Real estate signs shall be removed within five days of final closing, lease, or rental.
- G. In addition to lot-specific real estate signs, signs advertising the sale of lots within a subdivision shall be permitted. No more than one sign per entrance into the subdivision shall be allowed, and each sign shall be no greater than 32 square feet in area, no greater than 8 feet in height, and in place no longer than a period of three years.
- H. Permits are not required for temporary real estate signs.

6. Construction Activity Signs. One temporary sign is permitted per each street frontage. Such temporary signs are subject to the following:
 - A. Such temporary signs are permitted in all districts on sites with an active or upcoming construction projects.
 - B. Such temporary signs may be installed only after approval of a site plan and/or building permit for such activity. Signs may be installed no more than two months prior to active construction. Signs must be removed once construction is complete or the permit expires, whichever occurs first.
 - C. Such temporary signs may be constructed as either freestanding signs or wall signs, and subject to the following:
 - (1) Signs are limited to 32 square feet in area.
 - (2) Freestanding signs are limited to eight feet in height
 - (3) Freestanding signs must be located a minimum of five feet from any lot line.
 - (4) Signs may not be illuminated.

A permit is not required for construction activity signs.

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

SECTION 5. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 6. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 7. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-03 in the North Liberty *Leader* on the ____ day of _____, 2021.

TRACEY MULCAHEY, CITY CLERK



Dog Park Membership Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA, UPDATING PORTIONS OF THE ANIMAL CONTROL CODE AND PARK REGULATIONS CONCERNING MEMBERSHIP FOR AND USE OF DOG PARKS AND OFF-LEASH AREAS.

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. NEW SECTION. Section 56.07 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

56.07 DOG PARK MEMBERSHIP.

Effective June 1, 2021, a valid North Liberty Dog Park Membership is required for admission of any dog to any North Liberty dog park facility or off-leash area. A unique North Liberty Dog Park Membership shall be required for each dog present in such a facility or off-leash area. North Liberty Dog Park Memberships shall be non-transferable. The owner or custodian of a dog shall be responsible for ensuring that dog's compliance with the membership requirements of this chapter, and for providing proof of such membership upon request by City staff.

SECTION 2. NEW SECTION. Section 56.08 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

56.08 DOG PARK MEMBERSHIP FEES AND REGULATIONS

North Liberty Dog Park Membership fee schedules shall be established by resolution of the City Council. The City Administrator or designee shall establish and publish such additional supplemental rules of conduct for North Liberty dog park facilities and off-leash areas as deemed reasonably necessary by the City Administrator or designee to preserve the health, safety and welfare of the public and of the members of such facilities and areas.

SECTION 3. NEW SECTION. Section 56.09 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

56.09 DOG PARK MEMBERSHIP CONDITIONS.

Compliance with the following conditions is required to obtain, renew, or hold a North Liberty Dog Park Membership. All applicants and members shall:

1. Pay annual membership fees as set forth herein prior to issuance or renewal of such membership;
2. Provide proof of a current rabies vaccination for each dog for which they seek a membership or membership renewal;
3. Demonstrate and maintain compliance with Chapters 47, 55, 56 and 57 of this Code; and
4. Comply with all supplemental rules of conduct posted at each City Dog Park facility or off-leash area.

Failure to comply with each of the above conditions may result in the temporary or permanent denial or revocation of membership benefits. Individuals whose membership benefits are denied or revoked may request a hearing with the City Administrator to appeal the decision. A request for a hearing must be made in writing and delivered to the Clerk within ten (10) days of the notice of denial or revocation of membership benefits, or it will be conclusively presumed that a failure to comply exists. The hearing will be before the City Administrator at a time and place fixed by the City Administrator. The findings of the City Administrator shall be conclusive.

SECTION 4. AMENDMENT. Section 55.07 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.07 CONTROL OF DOGS.

The following dog control regulations are designed to protect public health and safety. The owner or custodian of a dog is strictly liable to control such dog as required herein. This means that the penalty for violation of these regulations is imposed without regard to any wrongful intention of the violator. It is unlawful for the owner or custodian of a dog to violate any of the following regulations. The owner or custodian of a dog shall:

1. Prevent said dog from running at large in the City, whether licensed or not; provided, this subsection does not:

A. Prohibit a person from walking or exercising a dog in public when such dog is on a leash, tether, or chain not exceeding ten feet in length;

B. Prohibit a person from having a dog off-leash in an area designated as an off-leash area, provided each such dog has a valid and current membership in compliance with Section 56.07 of this Code; and

C. Apply to any trained service dog.

2. Prevent said dog from entering any place where food is stored, prepared, served, or sold to the public, or any public building or hall; provided, this section does not apply to any trained service dog, to veterinarian offices or hospitals, to dog exhibitions or organized dog-training classes or to dogs used by armored car services or law enforcement agencies.

3. Prevent said dog from being accessible to other animals while in heat except for the purpose of controlled or planned breeding.
4. Prevent said dog from chasing, running after, or jumping at vehicles on public streets and alleys.
5. Prevent said dog from snapping, growling, snarling, barking in a threatening manner, jumping upon, chasing, or otherwise threatening persons or animals.
6. Not keep a dog that exhibits vicious propensities and constitutes a danger to persons, domestic animals, property, or livestock.
7. Prevent said dog from howling, yelling, whining or barking or making other noises in such a manner as to disturb any person or groups of persons to an unreasonable degree.
8. Not keep, harbor, or maintain a dog known to have a contagious disease, unless it is under the treatment of a licensed veterinarian and appropriately isolated to protect the public and other animals;
9. Prevent said dog from running in a pack. ("Pack" means dogs in a group of three or more.)
10. Have a license for said dog, in accordance with Section 56.01 of this Code.
11. Have the dog currently inoculated for rabies and be able to provide proof of such inoculation if the dog is four months of age or older.
12. Prevent the dog from running at large when the dog has not been neutered or spayed if the dog is four months of age or older.
13. Prevent the dog from running at large or being off said owner's or custodian's property, unless it is on a leash and under physical restraint of a responsible person, if the dog has been declared potentially dangerous.
14. Prevent the dog from running at large or being outside a proper enclosure, unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person, if the dog has been declared dangerous. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

SECTION 5. AMENDMENT. Section 55.08 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.08 DESIGNATED OFF-LEASH AREAS.

~~Licensed-d~~Dogs may be allowed to run at large only in designated off-leash areas, subject to the membership requirements of Section 56.07 of this Code. An area designated as an off-leash area is governed by the following rules and regulations:

1. Any person bringing a dog into the off-leash area remains liable for damage or injury inflicted by the dog and is subject to all applicable State and City laws regulating dogs.

2. Any dog deemed potentially dangerous or dangerous by any recognized animal control authority is not allowed in an off-leash area.
3. Any person bringing a dog into an off-leash area must maintain control of the dog at all times.
4. No handler is allowed to have more than two dogs in an off-leash area at any one time. All dogs must be attended to within an off-leash area at all times.
5. Any dog exhibiting dangerous or aggressive behavior, including but not limited to biting and fighting, is prohibited from an off-leash area.
6. A female dog in heat is not allowed in an off-leash area.
7. Any person bringing a dog to an off-leash area must leash the dog when it is outside the off-leash area and must carry a leash for each dog while inside the off-leash area.
8. ~~Pronged, P~~pinch and choke collars are not allowed when a dog is off leash in the off-leash area.
9. Any person bringing a dog into an off-leash area must clean up feces after the dog, deposit feces in the containers at the off-leash area, and visibly carry equipment for removing feces.
10. Any children less than 16 years of age in the off-leash area must be accompanied by a parent or guardian.
11. No alcohol or glass containers are allowed in an off-leash area.
12. Bicycles, skateboards, and other wheeled ~~items-devices, except wheelchairs,~~ other wheeled medical assistance devices, and strollers, are prohibited inside an off-leash area.

SECTION 6. AMENDMENT. Section 55.16, Paragraph 1 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. No pet animal shall be at large within the City at any time, except within designated off-leash areas as provided for and in compliance with Chapter 55.08.
A properly licensed animal shall not be deemed at large if:
 - A. It is on the premises of the owner; or
 - B. It is on the premises of another person with the knowledge and consent of that person; or
 - C. It is under the control of a person competent to restrain the animal, either by leash or properly restrained within a motor vehicle, or enclosed within a structure.

SECTION 7. AMENDMENT. Section 57.05, Paragraph 7 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

7. The owner of a potentially dangerous dog shall be denied a ~~permit~~ membership for the dog to enter any public park designated as a dog park or off-leash area in the City of North Liberty.

SECTION 8. AMENDMENT. Section 57.06, Paragraph 11 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

11. The owner of a dangerous dog shall be denied a ~~permit~~ membership for the dog to enter any park designated as a public dog park or off-leash area in the City of North Liberty.

SECTION 9. AMENDMENT. Section 47.05 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

47.05 PARKS CLOSED.

No person, except those camping in designated areas, shall enter or remain within any park between the hours of 10:00 p.m. and sunrise. No person shall enter or remain within any dog park facility or off-leash area between dusk (defined for these purposes as 60 minutes after sunset) and dawn (defined for these purposes as 60 minutes prior to sunrise).

SECTION 10. AMENDMENT. Section 47.07 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

47.07 DOGS.

In addition to the provisions of the Animal Code (Chapters 55-57), the following limitations apply:

1. ~~1.~~ Except as provided in chapter 55.08 regarding designated off-leash areas, No person shall bring, cause, or permit any dog to enter into any park or playground unless such dog is on a leash. ~~and e~~
2. Every person having custody or control of a dog in any park or playground shall clean up after such dog.
3. ~~2.~~ No person shall allow any dog to be within 50 feet of any baseball, softball, soccer, or other athletic field in any park.

SECTION 11. REPEALER. All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 12. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 13. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 14. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance _____ in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2021-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA, UPDATING PORTIONS OF THE ANIMAL CONTROL CODE AND PARK REGULATIONS CONCERNING MEMBERSHIP FOR AND USE OF DOG PARKS AND OFF-LEASH AREAS.

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. NEW SECTION. Section 56.07 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

56.07 DOG PARK MEMBERSHIP.

Effective June 1, 2021, a valid North Liberty Dog Park Membership is required for admission of any dog to any North Liberty dog park facility or off-leash area. A unique North Liberty Dog Park Membership shall be required for each dog present in such a facility or off-leash area. North Liberty Dog Park Memberships shall be non-transferable. The owner or custodian of a dog shall be responsible for ensuring that dog's compliance with the membership requirements of this chapter, and for providing proof of such membership upon request by City staff.

SECTION 2. NEW SECTION. Section 56.08 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

56.08 DOG PARK MEMBERSHIP FEES AND REGULATIONS

North Liberty Dog Park Membership fee schedules shall be established by resolution of the City Council. The City Administrator or designee shall establish and publish such additional supplemental rules of conduct for North Liberty dog park facilities and off-leash areas as deemed reasonably necessary by the City Administrator or designee to preserve the health, safety and welfare of the public and of the members of such facilities and areas.

SECTION 3. NEW SECTION. Section 56.09 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

56.09 DOG PARK MEMBERSHIP CONDITIONS.

Compliance with the following conditions is required to obtain, renew, or hold a North Liberty Dog Park Membership. All applicants and members shall:

1. Pay annual membership fees as set forth herein prior to issuance or renewal of such membership;
2. Provide proof of a current rabies vaccination for each dog for which they seek a membership or membership renewal;
3. Demonstrate and maintain compliance with Chapters 47, 55, 56 and 57 of this Code; and
4. Comply with all supplemental rules of conduct posted at each City Dog Park facility or off-leash area.

Failure to comply with each of the above conditions may result in the temporary or permanent denial or revocation of membership benefits. Individuals whose membership benefits are denied or revoked may request a hearing with the City Administrator to appeal the decision. A request for a hearing must be made in writing and delivered to the Clerk within ten (10) days of the notice of denial or revocation of membership benefits, or it will be conclusively presumed that a failure to comply exists. The hearing will be before the City Administrator at a time and place fixed by the City Administrator. The findings of the City Administrator shall be conclusive.

SECTION 4. AMENDMENT. Section 55.07 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.07 CONTROL OF DOGS.

The following dog control regulations are designed to protect public health and safety. The owner or custodian of a dog is strictly liable to control such dog as required herein. This means that the penalty for violation of these regulations is imposed without regard to any wrongful intention of the violator. It is unlawful for the owner or custodian of a dog to violate any of the following regulations. The owner or custodian of a dog shall:

1. Prevent said dog from running at large in the City, whether licensed or not; provided, this subsection does not:
 - A. Prohibit a person from walking or exercising a dog in public when such dog is on a leash, tether, or chain not exceeding ten feet in length;
 - B. Prohibit a person from having a dog off-leash in an area designated as an off-leash area, provided each such dog has a valid and current membership in compliance with Section 56.07 of this Code; and
 - C. Apply to any trained service dog.
2. Prevent said dog from entering any place where food is stored, prepared, served, or sold to the public, or any public building or hall; provided, this section does not apply to any trained service dog, to veterinarian offices or hospitals, to

dog exhibitions or organized dog-training classes or to dogs used by armored car services or law enforcement agencies.

3. Prevent said dog from being accessible to other animals while in heat except for the purpose of controlled or planned breeding.

4. Prevent said dog from chasing, running after, or jumping at vehicles on public streets and alleys.

5. Prevent said dog from snapping, growling, snarling, barking in a threatening manner, jumping upon, chasing, or otherwise threatening persons or animals.

6. Not keep a dog that exhibits vicious propensities and constitutes a danger to persons, domestic animals, property, or livestock.

7. Prevent said dog from howling, yelling, whining or barking or making other noises in such a manner as to disturb any person or groups of persons to an unreasonable degree.

8. Not keep, harbor, or maintain a dog known to have a contagious disease, unless it is under the treatment of a licensed veterinarian and appropriately isolated to protect the public and other animals;

9. Prevent said dog from running in a pack. ("Pack" means dogs in a group of three or more.)

10. Have a license for said dog, in accordance with Section 56.01 of this Code.

11. Have the dog currently inoculated for rabies and be able to provide proof of such inoculation if the dog is four months of age or older.

12. Prevent the dog from running at large when the dog has not been neutered or spayed if the dog is four months of age or older.

13. Prevent the dog from running at large or being off said owner's or custodian's property, unless it is on a leash and under physical restraint of a responsible person, if the dog has been declared potentially dangerous.

14. Prevent the dog from running at large or being outside a proper enclosure, unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person, if the dog has been declared dangerous. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

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8. Pronged, pinch and choke collars are not allowed when a dog is off leash in the off-leash area.
9. Any person bringing a dog into an off-leash area must clean up feces after the dog, deposit feces in the containers at the off-leash area, and visibly carry equipment for removing feces.
10. Any children less than 16 years of age in the off-leash area must be accompanied by a parent or guardian.
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12. Bicycles, skateboards, and other wheeled devices, except wheelchairs, other wheeled medical assistance devices, and strollers, are prohibited inside an off-leash area.

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 - A. It is on the premises of the owner; or
 - B. It is on the premises of another person with the knowledge and consent of that person; or
 - C. It is under the control of a person competent to restrain the animal, either by leash or properly restrained within a motor vehicle, or enclosed within a structure.

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2. Every person having custody or control of a dog in any park or playground shall clean up after such dog.
3. No person shall allow any dog to be within 50 feet of any baseball, softball, soccer, or other athletic field in any park.

SECTION 11. REPEALER. All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 12. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 13. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 14. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance _____ in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK



IDOT Agreement

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	Johnson
City	North Liberty
Project No.	IM-380-6(319)2--13-52
Iowa DOT	
Agreement No.	2021-17-042
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and North Liberty, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Interstate 380 within Johnson County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2015-16-255 for local road improvements was executed by the DOT and LPA on June 19, 2017, and May 31, 2017 respectively; and Agreement No. 2017-1-145 for right of way was executed by the DOT and LPA on May 31, 2017, and May 26, 2017 respectively; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

New traffic signals with adaptive technology at the West Forevergreen Road interchange to 2 miles north of Interstate 80.

- b. As part of the project, the LPA has requested the existing signals be interconnected to the new signals within the city all at no cost to the DOT. Existing fiber will be used, and the work will be completed at no cost to the city. (See Exhibit A for project location and Exhibit B for connection details).

2. Project Costs

- a. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. Interstate 380 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same

upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.
- c. New traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The DOT shall construct traffic signal installations all at no cost to the LPA. Lighting installations will not be constructed as part of the project unless specifically requested by the LPA. Lighting which is requested by the LPA will also be paid for entirely by the LPA at no cost to the DOT or project. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those traffic signal units which lie within the corporate boundaries.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2021-17-042 as of the date shown opposite its signature below.

CITY OF NORTH LIBERTY:

By: _____ Date _____, 20____.
Title: Mayor

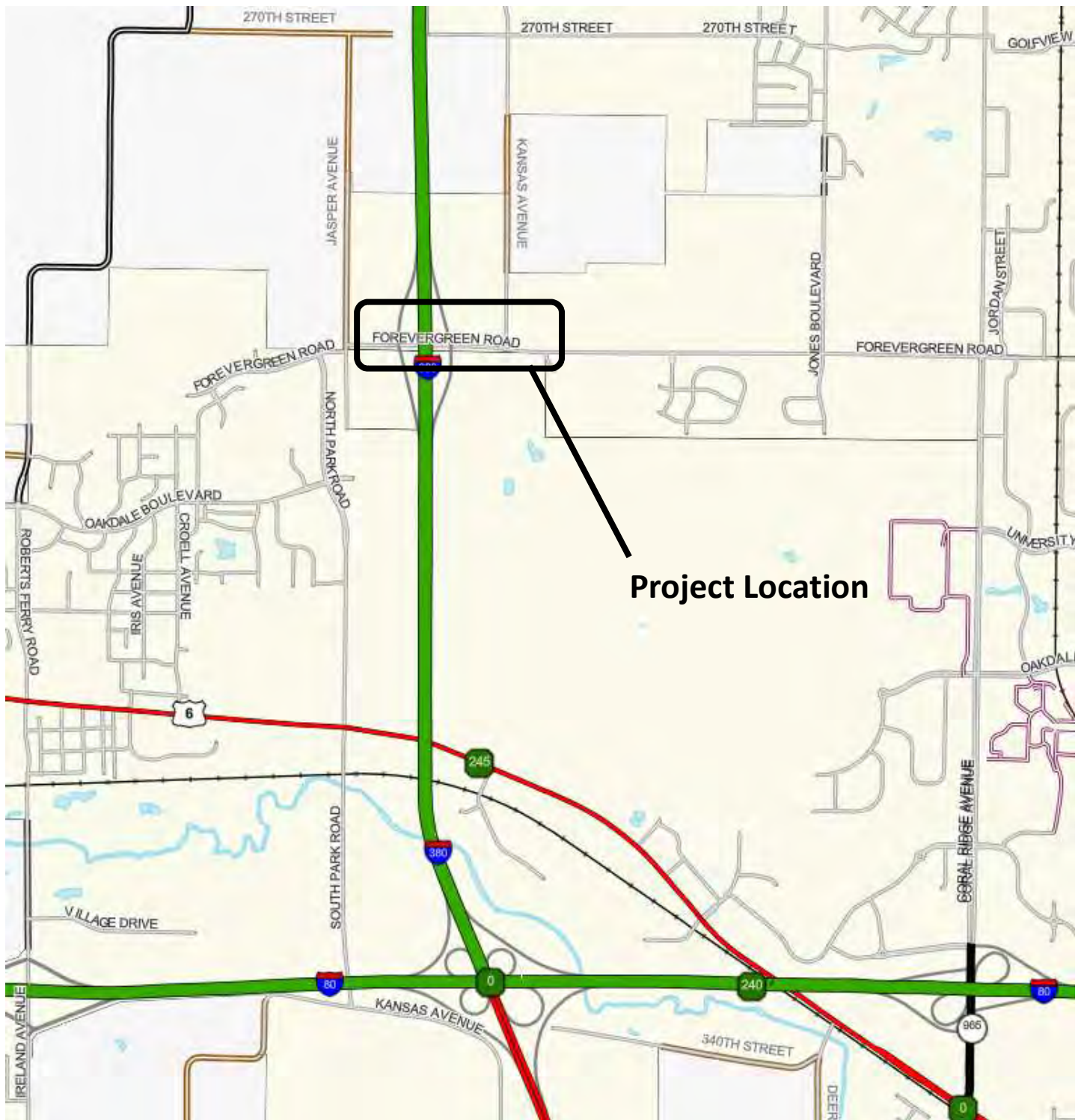
I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the ____ day of _____, 20____.

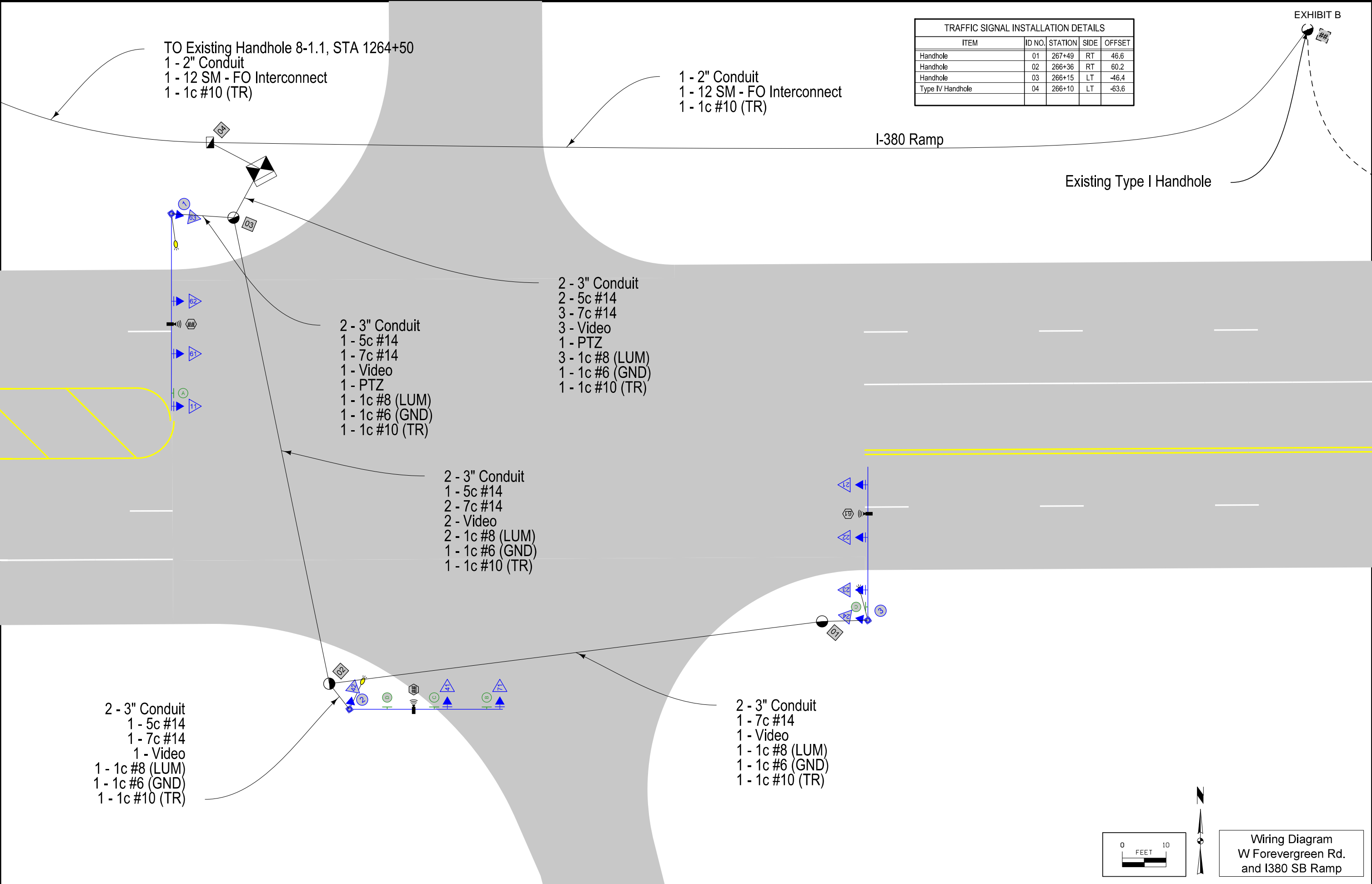
Signed: _____
City Clerk of North Liberty, Iowa

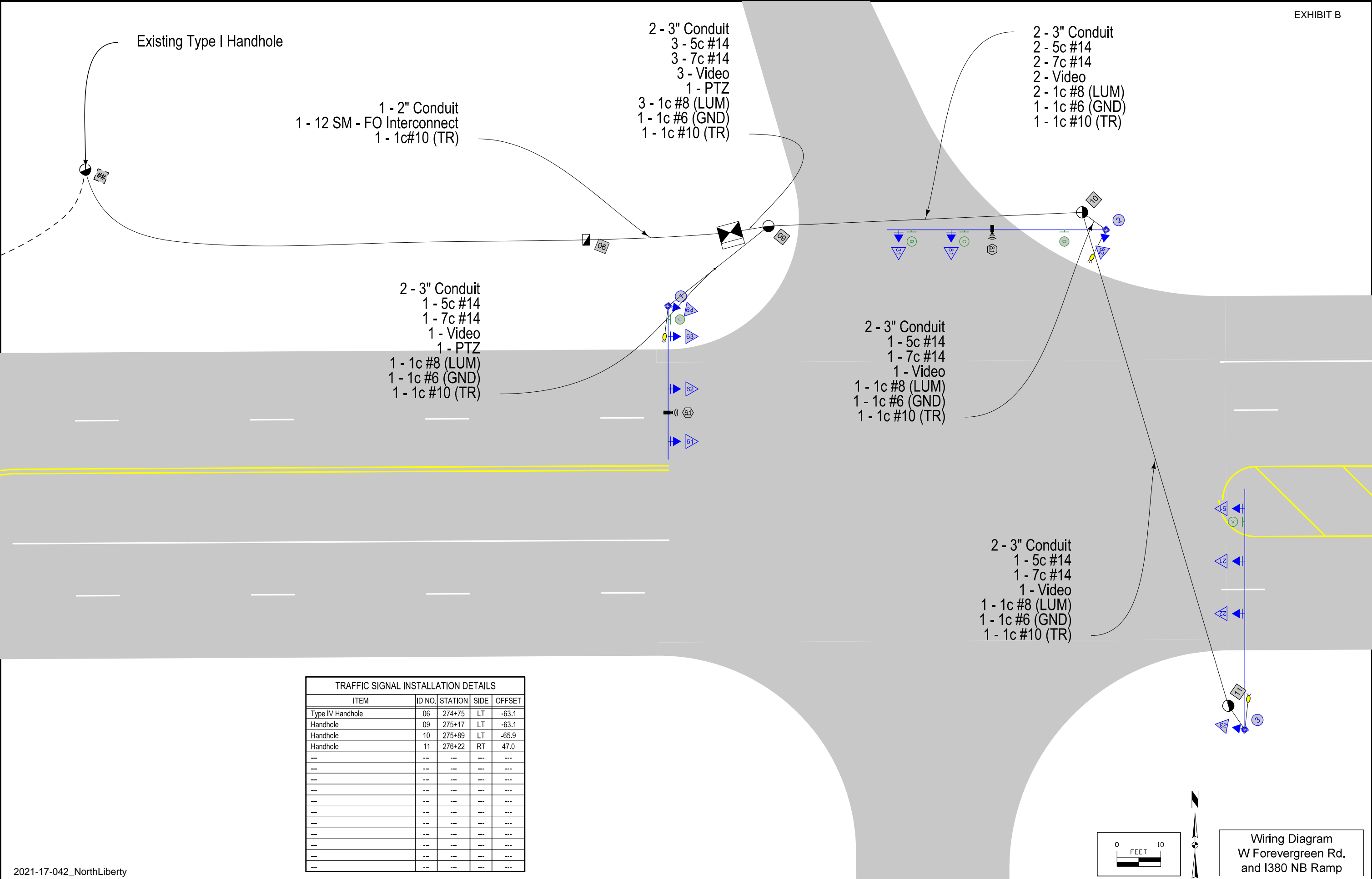
IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
James Schnoebelen
District Engineer
District 6

Project Location - IM-380-6(319)2--13-52 (Traffic Signals)







Resolution No. 2021-11

**A RESOLUTION APPROVING THE PRECONSTRUCTION
AGREEMENT FOR A PRIMARY ROAD PROJECT
BETWEEN THE IOWA DEPARTMENT OF
TRANSPORTATION AND THE CITY OF NORTH LIBERTY
(IOWA DOT AGREEMENT NO: 2021-17-042)**

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

WHEREAS, the City of North Liberty has partnered with the IDOT on this project
in the past;

WHEREAS, the City of North Liberty desires to continue the partnership for this
portion of the Road Project relating to traffic signals at the Forevergreen Road
interchange;

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement
between the City of North Liberty and IDOT is approved for the Primary Road Project IM-
380-6(309)2-13-52 for Agreement number 2021-17-042.

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

APPROVED AND ADOPTED this 23rd day of February, 2021.

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



South Slope Agreement

GROUND LEASE

This Ground Lease ("Lease") is dated _____, 2021 (the "Effective Date") and is between the CITY OF NORTH LIBERTY, IOWA, an Iowa municipality ("Landlord") and SOUTH SLOPE COOPERATIVE TELEPHONE COMPANY, INC., an Iowa cooperative ("Tenant").

WHEREAS, Landlord owns certain real estate in Johnson County, Iowa (the "Real Estate"), legally described as follows:

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.

WHEREAS, Landlord desires to lease a portion of the Real Estate to Tenant, and Tenant desires to let such portion of the Real Estate from Landlord;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

SECTION 1 DEMISE

Landlord leases to Tenant, and Tenant leases from Landlord, the portion of the Real Estate identified on the site plan attached hereto as Exhibit A and incorporated herein by this reference (such plan the "Site Plan" and such portion of the Real Estate the "Leased Premises"), on the terms and conditions stated below. Landlord further grants Tenant, a permanent access and utility easement covering the Real Estate, the Leased Premises and certain adjacent property (as applicable) with rights and obligations identical in scope and nature to the rights and obligations of Landlord under the Access and Utility Easement Agreement attached hereto as Exhibit B and incorporated herein by this reference.

SECTION 2 TERM AND TERMINATION

A. The term of this Lease will commence on the Effective Date (the "Commencement Date") and will continue for twenty-five (25) years (the "Initial Term"). At the end of the Initial Term, the Lease will be automatically renewed in consecutive five-year terms (each considered a "Renewal Term"), renewing on every fifth (5th) anniversary of the Commencement Date thereafter, or upon its sooner termination in accordance with the terms of this Lease.

B. This Lease may be terminated by the Tenant with cause upon written notice thereof to the Landlord. For the purpose of this Section 2B, the term "with cause" shall mean a Landlord's material breach in the performance of its obligations under this Agreement.

C. This Lease may be terminated by the Landlord with cause upon written notice thereof to the Tenant. For the purpose of this Section 2C, the term "with cause" shall mean the Tenant's failure to perform any obligation of Tenant hereunder, including, but not limited to failure or refusal to pay any Rent (as defined in Section 3) or any other amount due to the Landlord as provided herein when due.

D. This Lease may be terminated at any time upon the written agreement of the Landlord and the Tenant.

E. The automatic renewals described in Section 2A above may be terminated by either party without cause upon written notice, but such notice is only effective if given at least one year prior to the commencement of any such Renewal Term, including the first.

SECTION 3 RENT

Annual rent for the Leased Premises will be One Thousand Dollars (\$1,000.00) ("Rent"), which shall be payable, in advance, on the Effective Date, and each annual anniversary thereafter during the term of this Lease, unless more frequent payments are agreed upon by Landlord and Tenant. Said Rent shall be increased by ten percent (10%), cumulatively, on every fifth anniversary of the Commencement Date. Rent shall be payable at Landlord's address set forth on the signature page of this Lease or such other place as may be designated from time to time by Landlord.

SECTION 4 WARRANTIES OF TITLE AND QUIET POSSESSION

Landlord covenants that Landlord holds fee simple title to the Leased Premises and has full right to make and enter into this Lease, and that Tenant shall have quiet and peaceable possession of the Leased Premises during the term of this Lease.

SECTION 5 DELIVERY OF POSSESSION

Landlord shall deliver possession of the Leased Premises to Tenant on the Commencement Date in its current "as is" condition. Except as expressly set forth in this Lease, Tenant is leasing the Leased Premises "AS IS, WHERE IS, AND WITH ALL FAULTS," and specifically and expressly without any representations or warranties, either express or implied, of any kind, nature or type whatsoever, regarding the condition of the Leased Premises.

SECTION 6 USE OF LEASED PREMISES

A. Tenant shall use the Leased Premises for construction and operation of a fiber optic communications equipment and facilities shelter and incidental commercial purposes.

B. Tenant shall not use, or permit the Leased Premises, or any part of the Leased Premises, to be used, for any unlawful purpose. Tenant shall not commit, or suffer to be committed, any nuisance on the Leased Premises.

C. Tenant shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Leased Premises or any activity or condition on or in the Leased Premises.

SECTION 7 SUBLETTING AND ASSIGNMENT

A. Tenant shall not sublet, assign, or transfer the Leased Premises in whole or in part without Landlord's prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion. Landlord's consent to any sublease, assignment, or transfer of rights shall not be deemed to be a consent to any subsequent sublease, assignment, or transfer of rights.

B. Landlord's consent to any sublease shall not release Tenant from, or otherwise affect in any manner, any of Tenant's obligations under this Lease, unless expressly stated in such consent. If the Lease is assigned, and the assignee assumes Tenant's obligations under this Lease, Tenant shall be released from all obligations under this Lease arising after the effective date of the assignment.

SECTION 8 NOTICES

A. All notices, demands, or other writings in this Lease provided to be given or which may be given, by either party to the other, shall be in writing and shall be deemed to have been fully given when received if personally delivered or three (3) business days after deposited in the United States mail, if sent by certified mail, postage prepaid and addressed as to the recipient party at the address set forth in the opening paragraph of this Lease for such party.

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided, which change shall become effective three (3) days after such notice is given.

SECTION 9 TAXES AND ASSESSMENTS

A. *Taxes on Land.* Landlord shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, charges, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every nature and kind whatsoever, that may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against, the Real Estate (the "Real Estate Taxes").

B. *Assessments for Improvements.* Tenant shall pay any incremental increase in the Real Estate Taxes attributable directly or indirectly to any improvements made by Tenant on the Leased Premises (the “Incremental Real Estate Taxes”). To the extent the applicable taxing authority provides a separate tax bill to Landlord for the Incremental Real Estate Taxes, Landlord shall deliver the same to Tenant which shall pay the Incremental Real Estate Taxes directly to the taxing authority before they become delinquent. If Landlord pays any Real Estate Taxes that are Tenant’s obligation under this Lease, Tenant may offset the amount of such payment against Rent due under this Lease.

C. *Contesting Taxes.* If Tenant shall in good faith desire to contest the validity or amount of any Incremental Real Estate Taxes reasonably requiring the assistance of Landlord, then Landlord shall cooperate with such contest in good faith.

D. *Disposition of Rebates.* All rebates on account of any taxes, rates, levies, charges, or assessments required to be paid and paid on behalf of Tenant under the provisions of this Lease shall belong to Tenant, and Landlord will, on the request of Tenant, execute any receipts, assignments, or other documents that may be necessary to secure the recovery of any rebates, and will pay over to Tenant any rebates that may be received by Landlord

SECTION 10 IMPROVEMENTS

A. *Cost Sharing for Access Road and Generator.* Landlord and Tenant agree to share costs related to the construction and engineering of the access road to the Real Estate from Jasper Road, and for the engineering, purchase, and installation of an electrical power backup generator to be installed in or adjacent to Landlord’s lift station as follows:

1. Tenant shall pay to Landlord, on the Effective Date, the sum of Fifty-Nine Thousand Four Hundred Twenty-One Dollars and Fifty Cents (\$59,421.50).
2. Tenant shall reimburse Landlord for fifty percent (50%) of the actual, reasonable costs of maintenance and repair of said access road within 30 days of receiving a written notice from Landlord of such costs.
3. Tenant shall reimburse Landlord for thirty percent (30%) of the actual, reasonable costs of maintenance and repair of said generator within 30 days of receiving a written notice from Landlord of such costs.

B. *Alterations, Improvements, and Changes Permitted.* Tenant shall have the right, at its expense, to make such alterations, improvements, and changes to the Leased Premises from time to time, including, without limitation, the right to construct, alter, maintain, and repair a fiber optic communications equipment and facilities shelter, communications facilities to be located in the shelter and incidental commercial improvements. Landlord shall reasonably cooperate with Tenant, at no out-of-pocket expense to Landlord, in complying with or obtaining any land use permits and approvals, building permits or any other approvals (collectively the “Approvals”) required for the financing, construction, installation, monitoring, maintenance, or operation of any such improvements, including execution, if necessary, of applications for such Approvals, and including participating in any appeals or regulatory proceedings respecting the improvements.

Any improvements constructed on the Leased Premises by Tenant shall be constructed in a good and workmanlike manner and in accordance with all applicable governmental statutes, ordinances, laws, and regulations.

C. *Disposition of Improvements.* All improvements constructed by Tenant on the Leased Premises, shall become and remain the property of Landlord at the expiration or earlier termination of this Lease. Fixtures appurtenant to improvements to the Leased Premises shall remain the property of Tenant, and shall be removed from the Leased Premises at Tenant's expense within thirty (30) days of the expiration or earlier termination of this Lease. Tenant shall be responsible for repairing any damage to improvements caused by said removal.

SECTION 11 REPAIRS AND DESTRUCTION OF IMPROVEMENTS

Tenant shall, throughout the term of this Lease, be responsible for arranging for the maintenance and upkeep of the Leased Premises, including any improvements of every kind that may be located on the Leased Premises, such that the Leased Premises remains in reasonably good condition and repair. Notwithstanding the above, Landlord shall be responsible for snow removal and lawn maintenance for the Leased Premises.

SECTION 12 UTILITIES

Tenant is responsible for all water, gas, heat, light, power, and other public utilities of every kind furnished to the Leased Premises, if any, throughout the term of this Lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the improvements and all activities conducted on the Leased Premises.

Notwithstanding the above, Landlord shall provide Tenant with access to and the right to connect to and utilize during an emergency, back-up generator to be located in or adjacent to Landlord's pump/lift station to be constructed on the Real Estate.

SECTION 13 LIENS

A. *Tenant's Duty to Keep Real Estate Free of Liens.* Tenant shall keep all and every part of the Leased Premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials used or furnished for or in connection with any operations of Tenant, any alteration, improvement, or repairs or additions that Tenant may make or permit or cause to be made, or any work or construction, by, for, or permitted by Tenant on or about the Leased Premises, or any obligations of any kind incurred by Tenant, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Landlord from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Leased Premises.

B. *Contesting Liens.* If Tenant desires to contest any lien, it shall notify Landlord of its intention to do so within twenty (20) days after the filing of the lien. In that case, and provided that Tenant shall on demand protect Landlord by a good and sufficient surety bond or deposit against any lien and any cost, liability, or damage arising out of such contest, Tenant shall not be in default under this Lease until thirty (30) days after the final determination of the validity of the lien, within which time Tenant shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any lien shall not, in any case, be delayed until execution is had on any judgment rendered on the lien, and such delay shall be a default of Tenant under this Lease. In the event of any such contest, Tenant shall protect and indemnify Landlord against any and all loss, expense, and damage resulting from the contest.

SECTION 14 MUTUAL INDEMNIFICATION

A. *Third Party Claims.* Each party (as “Indemnifying Party”) shall indemnify, hold harmless, and defend the other party, its affiliates and their respective directors, officers, elected officials, employees, members, agents, legal representatives, heirs, successors and assigns (each an “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, that are incurred by Indemnified Party/awarded against Indemnified Party (collectively, “Losses”), arising out of any third-party claim alleging:

(a) material breach or non-fulfillment of any material representation, warranty or covenant under this Lease by Indemnifying Party or any agent, employee or subcontractor engaged or appointed by the Indemnifying Party (collectively, “Personnel”); or

(b) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Lease; or

(c) any bodily injury, death of any person or damage to real or tangible property caused by the negligent or more culpable acts or omissions of Indemnifying Party or its Personnel (including any reckless or willful misconduct); and

(d) any failure by Indemnifying Party or its Personnel to materially comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Lease.

B. *Exclusions.* Notwithstanding anything to the contrary in this Lease, an Indemnifying Party is not obligated to indemnify or defend an Indemnified Party against any third-party claim to the extent such third-party claim or corresponding Losses arise out of or result from, such Indemnified Party's sole negligence or more culpable act or omission (including recklessness or willful misconduct).

SECTION 15 REDELIVERY OF REAL ESTATE

Tenant shall pay Rent and all other sums required to be paid by Tenant under this Lease in the amounts, at the times, and in the manner provided in this Lease, and shall keep and perform all the terms and conditions on its part to be kept and performed. At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly quit and surrender to Landlord the Leased Premises. Any improvements on the Leased Premises shall be left on the Leased Premises in reasonably good order and condition, ordinary wear and tear excepted, and title to all said improvements shall automatically pass to Landlord at the expiration or earlier termination of this Lease.

SECTION 16 INSURANCE

A. *Insurance Coverage.* Tenant shall, at all times during the term of this Lease and at Tenant's sole expense, keep the improvements that are hereafter located on the Leased Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of the improvements. Said insurance policy shall contain a waiver of subrogation as to any claims against Landlord.

B. *Personal Injury Liability Insurance.* Tenant shall maintain in effect throughout the term of this Lease personal injury liability insurance covering the Leased Premises and any other premises leased by Tenant from Landlord and their appurtenances in the amount of one-million Dollars (\$1,000,000) for injury to or death of any one person, and two-million Dollars (\$2,000,000) for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of one-million Dollars (\$1,000,000). Such insurance shall specifically insure Tenant against all liability assumed by it under this Lease and any other lease entered into between Tenant and Landlord, as well as liability imposed by law, and shall insure both Landlord and Tenant but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Landlord and Tenant.

C. *General.* Tenant shall pay all of the premiums for the policies of insurance referred to in this Section and shall deliver policies, or certificates of policies, to Landlord. Each insurer mentioned in this Section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Landlord, that it will give to Landlord thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled.

SECTION 17 EFFECT OF BANKRUPTCY OR INSOLVENCY

Tenant agrees that in the event any bankruptcy proceedings are commenced by or against Tenant, and, if against Tenant, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event Tenant is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Tenant is a party, with authority to

take possession or control of the Leased Premises or the business conducted on the Leased Premises by Tenant, and such receiver is not discharged within a period of thirty (30) days after his or her appointment, any such event shall be deemed to constitute a breach of this Lease by Tenant and shall, at the election of Landlord, but not otherwise, without notice or entry or other action of Landlord terminate this Lease and also all rights of Tenant under this Lease and in and to the Leased Premises and also all rights of any and all persons claiming under Tenant.

SECTION 18 NOTICE OF DEFAULT

Except as to payment of Rent, Tenant shall not be deemed to be in default under this Lease unless Landlord shall first give to Tenant thirty (30) days' written notice of the default, and Tenant fails to cure the default within the thirty-day period, or, if the default is of such a nature that it cannot be cured within thirty (30) days, Tenant fails to commence to cure the default within the period of thirty (30) days or fails thereafter to proceed to the curing of the default with all possible diligence.

SECTION 19 DEFAULT

In the event of any breach of this Lease by Tenant, Landlord, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry of the Leased Premises and to take possession of any improvements and fixtures on the Leased Premises. Any personal property of Tenant may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. Should Landlord elect to take possession, as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Leased Premises, and the improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as Landlord in the sole discretion of Landlord may deem advisable with the right to make alterations and repairs to the Leased Premises and improvements thereon. On each re-letting (a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than Rent due under this Lease, the expenses of re-letting and of making such alterations and repairs, incurred by Landlord, and the amount, if any, by which the Rent reserved in this Lease for the period of re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Leased Premises for the period on re-letting; or (b) at the option of Landlord, rents received by the Landlord from re-letting shall be applied, first, to the payment of any indebtedness, other than Rent due under this Lease from Tenant to Landlord; second, to the payment of any expenses of re-letting and of making alterations and repairs; third, to the payment of Rent due and unpaid under this Lease, and the residue, if any, shall be held by Landlord and applied in payment of future Rent as it may become due and payable under this Lease. If Tenant has been credited with any rent to be received by re-letting under option (a), above, and the rent was not promptly paid to Landlord by the new tenant, or if the rentals received from the re-letting under option (b), above, during any year is less than that to be paid during that year by Tenant under this Lease, Tenant shall pay any deficiency to Landlord. The deficiency shall be calculated and paid annually. No re-entry or taking possession of the

Leased Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination of this Lease is decreed by a court of competent jurisdiction. In spite of any re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of the breach, including the cost of recovering the Leased Premises, and including the worth at the time of termination of the excess, if any, of the amount of Rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. All remedies conferred on Landlord in this Lease shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION 20

LANDLORD'S RIGHT TO PERFORM

A. In the event that Tenant by failing or neglecting to do or perform any act or thing provided in this Lease by it to be done or performed, shall be in default under this Lease and such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying the nature of the act or thing to be done or performed, then Landlord may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Leased Premises for such purposes, if Landlord shall so elect), and Landlord shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Tenant on account of such election. Tenant shall repay to Landlord on demand the entire expense incurred on account of such election, including compensation to the agents and employees of Landlord. Any act or thing done by Landlord pursuant to the provisions of this Section shall not be or be construed as a waiver of any such default by Tenant, or as a waiver of any covenant, term, or condition contained in this Lease, or of any other right or remedy of Landlord, under this Lease or otherwise.

B. All amounts payable by Tenant to Landlord under any of the provisions of this Lease, if not paid when they become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of ten percent (10%) per annum, compounded annually.

SECTION 21

EFFECT OF EMINENT DOMAIN

A. *Effect of Total Condemnation.* In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Tenant shall then be released from any liability thereafter accruing under this Lease.

B. *Effect of Partial Condemnation.* In the event a portion of the Leased Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Tenant, or if the remainder of the property is not one undivided parcel of property, Tenant shall have the right to terminate this Lease as of the date of the taking

on giving to Landlord written notice of termination within thirty (30) days after Landlord has notified Tenant in writing that the property has been so appropriated or taken. If there is a partial taking and Tenant does not so terminate this Lease, then this Lease shall continue in full force and effect as to the part not taken, and the Rent to be paid by Tenant during the remainder of the term shall be adjusted based upon the percentage of property taken.

C. *Condemnation Award.* In the event of the termination of this Lease by reason of the total or partial taking of the Real Estate by eminent domain, then in any such condemnation proceedings, Landlord and Tenant shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemnation or taking.

SECTION 22 WAIVER

A. The waiver by Landlord of, or the failure of Landlord to take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Lease. Any waiver by Landlord must be in writing to be effective.

B. The subsequent acceptance of Rent under this Lease by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure to Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of a preceding breach at the time of acceptance of Rent.

SECTION 23 HAZARDOUS MATERIALS

A. Neither Tenant, nor its agents or employees, shall violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material or waste that is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (collectively, "Hazardous Material") on or under the Leased Premises. Tenant shall indemnify Landlord against any such violation that is caused by Tenant or its agents or employees during the term of this Lease. Tenant shall promptly notify Landlord of any such violation.

B. Neither Landlord, nor its agents or employees, shall violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of Hazardous Material. Landlord shall indemnify Tenant against any such violation that is caused by: (i) any person and exists as of the Commencement Date or occurs on or before the Commencement Date; or (ii) Landlord or its agents or employees and occurs after the Commencement Date. Landlord shall promptly notify Tenant of any such violation. To the best of Landlord's knowledge, (i) no underground tanks are now located or at any time in the past have been located on the Leased Premises or any portion

thereof, (ii) no Hazardous Material has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Leased Premises or any portion thereof other than as permitted by all health, safety and other laws (each, an “Environmental Law”) that govern the same or are applicable thereto and (iii) there are no Hazardous Materials in, on or emanating from the Leased Premises or any portion thereof which may support a claim or cause of action under any Environmental Law. Landlord certifies it has never received any notice or other communication from any governmental authority alleging that the Leased Premises is or was in such violation of any Environmental Law.

SECTION 24 MORTGAGEE PROTECTION

A. In the event that any mortgage, deed of trust or other security interest in this Lease or in any improvements on the Leased Premises is entered into by Tenant or any assignee of Tenant (a “Leasehold Mortgage”), then any person who is the mortgagee of a Leasehold Mortgage (a “Leasehold Mortgagee”) shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 24. Tenant shall send written notice to Landlord of the name and address of any such Leasehold Mortgagee; provided that failure of Tenant to give notice of any such Leasehold Mortgagee shall not constitute a default under this Lease and shall not invalidate such Leasehold Mortgage.

B. A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest and mortgage lien; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Leased Premises or any portion thereof, to exercise all of Tenant’s rights hereunder, and to perform all obligations to be performed by Tenant hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Landlord’s consent shall not be required for the acquisition of the encumbered leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

C. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of the default to each Leasehold Mortgagee concurrently with delivery of such notice to Tenant, specifying in detail the alleged event of default and the required remedy. In the event Landlord gives such a written notice of default, the Leasehold Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Tenant after Tenant’s receipt of notice of default, plus, in each instance, the following additional time periods: (i) sixty (60) days, for a total of ninety (90) days after receipt of the notice of default in the event of any monetary default; and (ii) ninety (90) days, for a total of one hundred twenty (120) days after receipt of the notice of default in the event of any non-monetary default, provided that such 120-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Leased Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Tenant and

perform the duties of Tenant hereunder for purposes of curing such defaults. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises to complete such performance with all the rights, privileges and obligations of the original tenant hereunder. Landlord shall not take any action to terminate this Lease at law or in equity prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. For purposes of this Section, A “monetary default” means failure to pay when due any Rent, real property taxes, insurance premiums or other monetary obligation of Tenant under this Lease. Any other event of default is a “non-monetary default.”

D. Notwithstanding any provision of this Lease to the contrary, neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all material obligations of Tenant under the terms of this Lease are performed by the Leasehold Mortgagee in accordance with the terms of this Lease.

SECTION 25

SUBORDINATION AND ESTOPPELS

A. This Lease is subject and subordinate to any mortgages, deeds of trust, or other security interests which may now or hereafter be placed upon or affect the Leased Premises (individually referred to as a “Mortgage”), and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, as to any such future mortgages or deeds of trust, such subordination shall be subject to the requirement that the mortgagee shall not disturb the Tenant’s rights under this Lease so long as Tenant complies with the terms of this Lease. In furtherance of such subordination, Tenant shall execute any document that Landlord or Landlord’s lender, if any, may reasonably request. Landlord shall obtain from all current mortgagees, subordination and non-disturbance agreements reasonably acceptable to Landlord, Tenant, and lender, consenting to this Lease and agreeing to recognize and accept Tenant so long as Tenant is not in default hereunder, and Tenant agrees to execute such agreements for the purpose of subordinating this Lease to the Mortgage.

B. In the event of the sale or assignment of Landlord’s interest in the Leased Premises, Tenant shall attorn to and recognize such purchaser or assignee as Landlord under this Lease. In furtherance of such attornment, Tenant shall execute any document that Landlord or such purchaser or assignee may reasonably request.

C. Tenant shall, upon not less than ten (10) days prior request by Landlord or any first mortgagee of Landlord, execute, acknowledge and deliver to Landlord or such mortgagee, as the case may be, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that Landlord is not in default and has fully performed its obligations hereunder (or if Landlord is in default, specifying the default(s)); and the dates to which the Rent and any other charges have been paid in advance.

SECTION 26

NOTICES

Any required notices under this Lease shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by certified or registered mail, postage prepaid return receipt requested (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the signature page of this Lease, or to such other office or recipient as designated in writing from time to time.

SECTION 27

MISCELLANEOUS

A. *Binding Effect.* The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, executors, administrators, successors and assigns of the parties to this Lease.

B. *Time.* Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

C. *Construction.* This Lease shall be construed and interpreted in accordance with the laws of the State of Iowa. The parties hereto each acknowledge and agree that they and, if they so choose, their attorneys have reviewed and revised this Lease and that the normal rule of construction that any ambiguities are to be resolved and construed against the drafting party shall not be employed in the interpretation of this Lease. Descriptive headings used herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Lease.

D. *Entire Agreement.* This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this agreement.

E. *Modifications.* Any modification of this Lease shall be binding only if evidenced in a writing signed by the party against whom enforcement of the modification is sought.

F. *Memorandum.* Landlord agrees to execute a Memorandum of Lease in a form reasonably acceptable to Landlord and Tenant that Tenant may record in the Johnson County Recorder's Office.

G. *Counterparts.* This Lease may be executed in any number of counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. Each counterpart shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:

THE CITY OF NORTH LIBERTY, IOWA

Name: Terry L. Donahue
Title: Mayor

Name: Tracey Mulcahey
Title: City Clerk

Landlord's Address:

City Administrator
3 Quail Creek Circle
North Liberty, Iowa 52317

TENANT:

SOUTH SLOPE COOPERATIVE TELEPHONE
COMPANY

Name: Chuck Deisbeck
Title: CEO

Tenant's Address:

980 N. Front Street
North Liberty, IA 52317

Attn: CEO

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

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 Chuck Deisbeck, to me personally known, who, being by me duly sworn, did say that he is the CEO of South Slope Cooperative Telephone Company, an Iowa cooperative, and that the instrument was signed on behalf of the cooperative by the authority of its board of directors, and that Chuck Deisbeck acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the cooperative, by it and by him voluntarily executed.

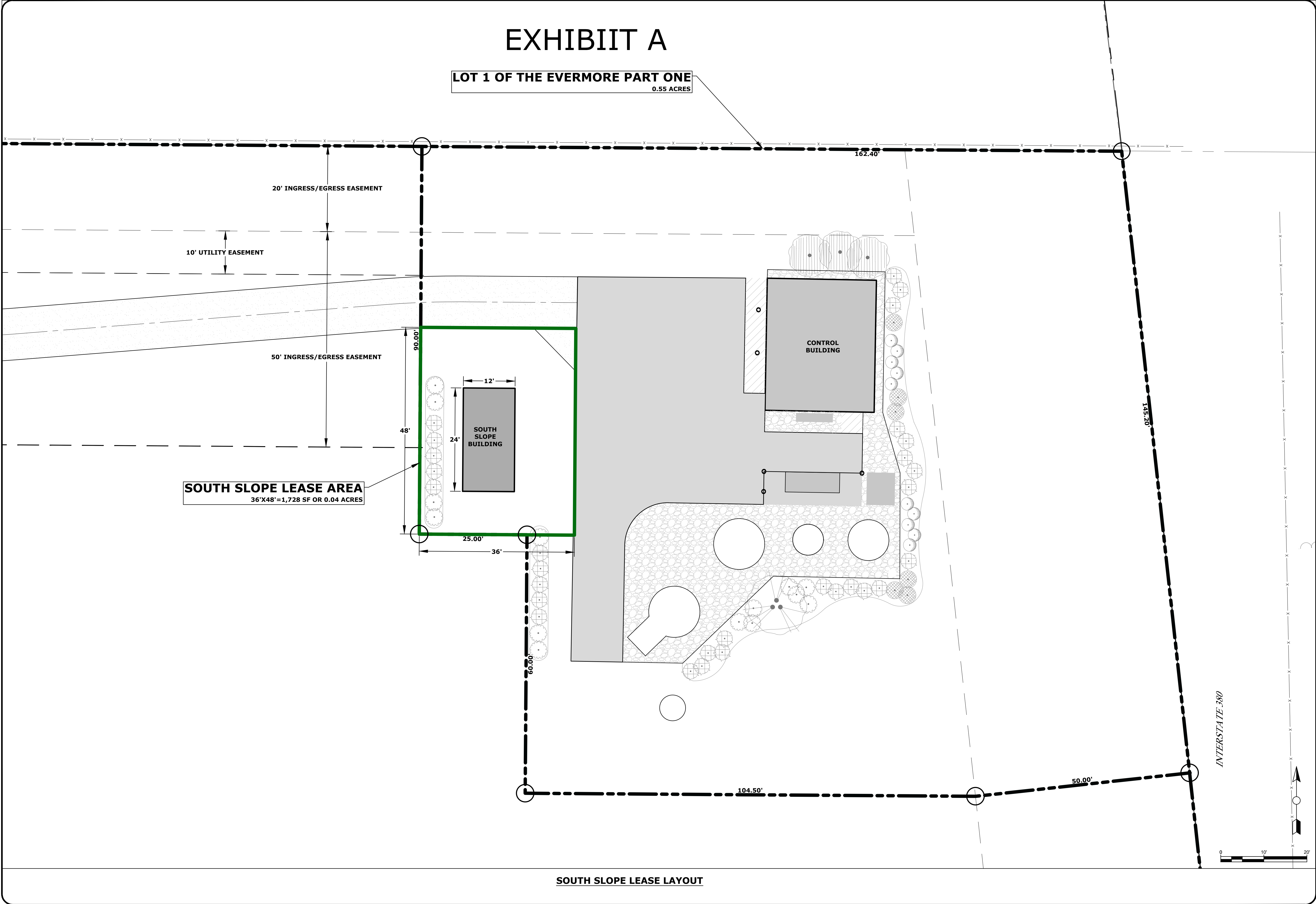
Notary Public in and for the State of Iowa

EXHIBIT A

SITE PLAN

(attach)

K:\proj\2000\2489-18A - North Liberty SW Growth Area Utility Improvements\Drawings\Civil\South Slope.dwg
DRAWING FILE NAME
PLOT STYLE TABLE
LAYER MNGR NAME
FoxGrayScale.ctb
1



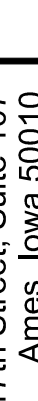
FOX Engineering Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 FAX: (515) 233-0103		REVISION		DATE	BY	DATE
						
SOUTH SLOPE LEASE FIGURE PART OF LOT 1 OF THE EVERMORE PART ONE CITY OF NORTH LIBERTY NORTH LIBERTY, IOWA						
PROJECT NO. 2489-18A						
SHEET 1						

EXHIBIT B

ACCESS AND UTILITY EASEMENT

(attach)

EXHIBIT B

BK: 6067 PG: 369
Recorded: 6/26/2020 at 2:31:58.0 PM
County Recording Fee: \$42.00
Iowa E-Filing Fee: \$3.78
Combined Fee: \$45.78
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

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 25th day of February, 2020.

PROPERTY OWNER:

CITY:

Signed: [Signature]
Scott Andersen,
Manager, DERS 380 LLC

Signed: [Signature]
Terry L. Donahue, Mayor

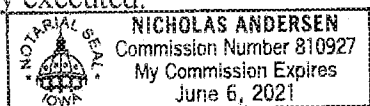
Signed: [Signature]
President, Moyna North, LLC

Signed: [Signature]
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.

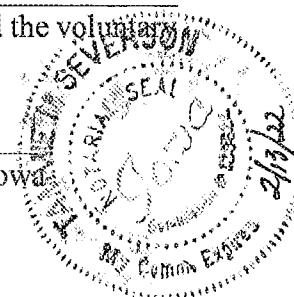


[Signature]
Notary Public in and for the State of Iowa

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.

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



STATE OF IOWA, JOHNSON COUNTY: ss

On this 25th day of February, 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. 2020-19 of the City Council on the 25th day of February, 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.

Jacqueline M. Dykstra
Notary Public in and for the State of Iowa

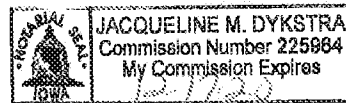


EXHIBIT A

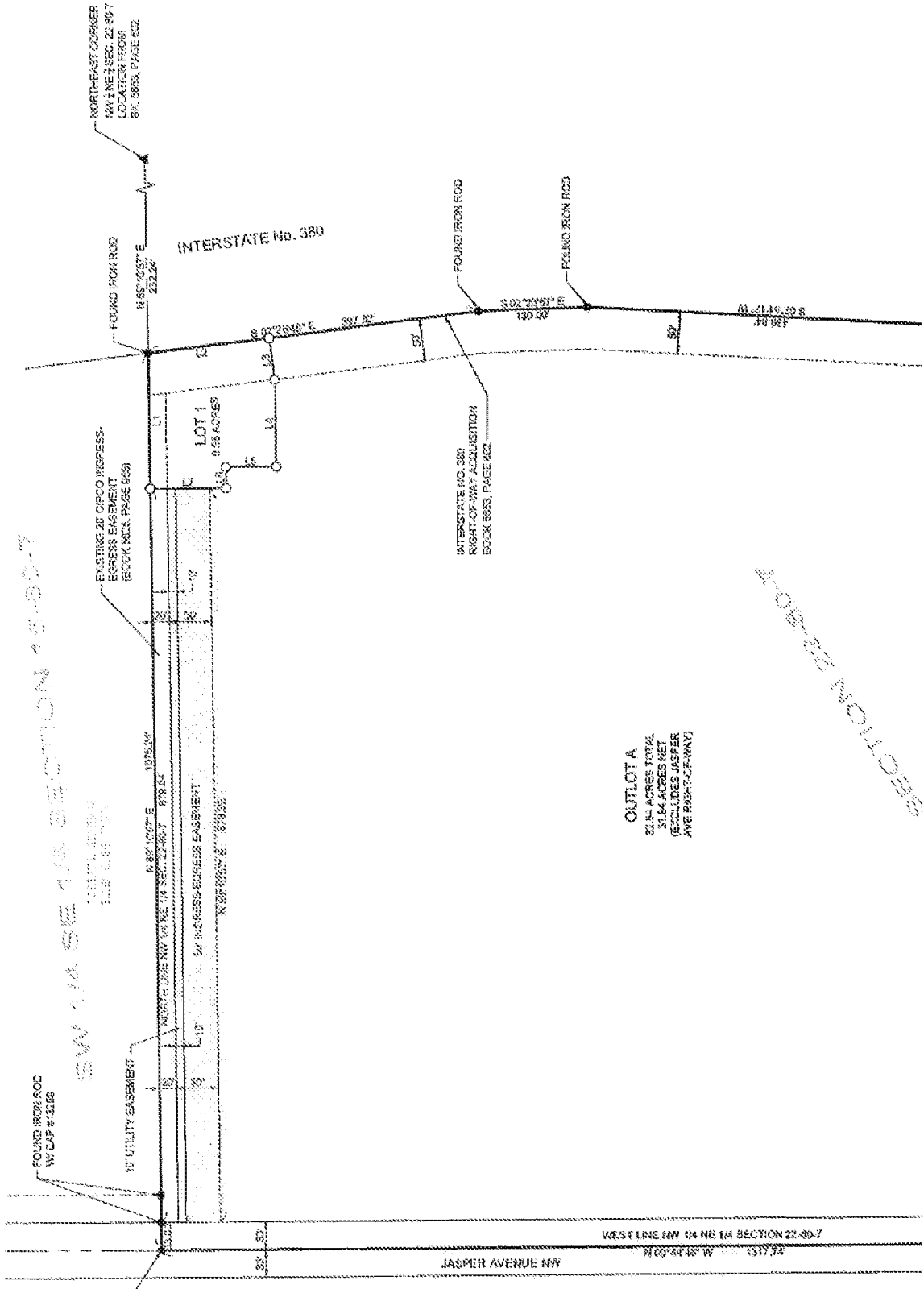
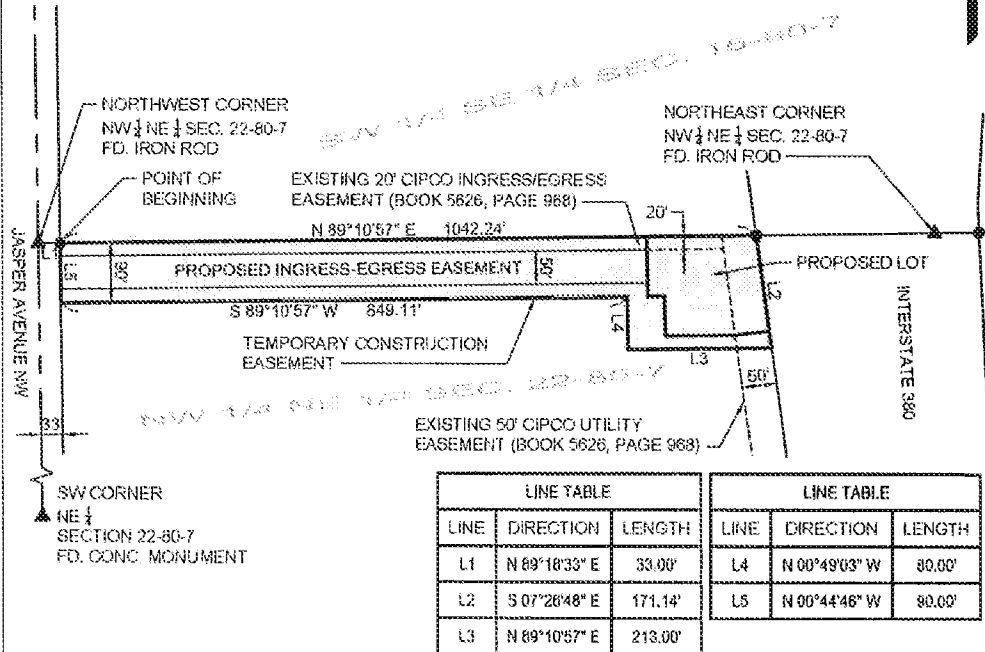


EXHIBIT B

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



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;

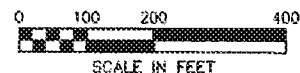
thence North 0°44'46" West 90.00 feet along said easterly right-of-way to the point of beginning.

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 1/2" IRON ROD

▲ FOUND SECTION CORNER
AS NOTED



SHIVE HATTERY
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
DERS 980, LLC AND MOYNA NORTH, LLC
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	SCALE	AS SHOWN
10/29/18		
DRAWN	JSB	FIELD BOOK
APPROVED	JSB	REVISION

PROJECT NO.
118266-0

SHEET NO.

1 of 1

Resolution No. 2021-12

**A RESOLUTION APPROVING THE GROUND LEASE
AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND
SOUTH SLOPE COOPERATIVE TELEPHONE COMPANY, INC.**

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

WHEREAS, the terms and conditions for the twenty-five (25) year lease for City owned property with South Slope Cooperative Telephone Company, Inc. have been set forth in an Agreement between the City of North Liberty and South Slope Cooperative Telephone Company, Inc.;

WHEREAS, the City held a public hearing via Zoom on February 23, 2021 and no objections were received to the long-term lease; and

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

NOW, THEREFORE, BE IT RESOLVED that that the Ground Lease Agreement between the City of North Liberty and South Slope Cooperative Telephone Company, Inc. is approved for Lot 1 of The Evermore Part One, North Liberty, Iowa

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

APPROVED AND ADOPTED this 23rd day of February, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Assessment Resolution

Resolution No. 2021-13

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

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

<u>Name</u>	<u>Property</u>	<u>Amount</u>	<u>Description</u>
Sonja Christen 45 Elm Ridge Ct	061233004	\$92.50	Snow removal
Cusic Masonry Company LLC 985 238 th St NE	0601369001	\$70.00	Snow removal
Mag Holdings LLC 1320 Kennel Ct	0601380001	\$70.00	Snow removal
Holy Trinity Lutheran Church 650 W 240 th St NE	0601378002	\$70.00	Snow removal

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

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

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

APPROVED AND ADOPTED this 23rd day of February, 2021.

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 22 Budget



Financial Planning Model
For Year Ending June 30, 2022
(Updated February 19, 2021)



Public Safety

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	ACCOUNT FOR utilities for new building (\$65K) & Dr. Barnum study (\$10K)
Police								
Budget Inflation Rate		13.52%	5.91%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 2,427,036	\$ 2,623,113	\$ 2,790,177	\$ 2,929,686	\$ 3,076,170	\$ 3,229,979	\$ 3,391,478	
Services & Commodities	\$ 175,089	\$ 330,051	\$ 375,900	\$ 394,695	\$ 414,430	\$ 435,151	\$ 456,909	
Capital Outlay	\$ 4,426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ 81,200	\$ 98,000	\$ 65,453	\$ 58,000	\$ 105,000	\$ 158,000	\$ 265,000	
Total	\$ 2,687,751	\$ 3,051,164	\$ 3,231,530	\$ 3,382,381	\$ 3,595,600	\$ 3,823,130	\$ 4,113,386	
Emergency Management								
Budget Inflation Rate		21.99%	4.85%	4.00%	4.00%	4.00%	4.00%	REPLACE two (2) patrol cars & related equipment
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Services & Commodities	\$ 18,608	\$ 22,700	\$ 23,800	\$ 24,752	\$ 25,742	\$ 26,772	\$ 27,843	
Capital Outlay	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 18,608	\$ 22,700	\$ 23,800	\$ 74,752	\$ 25,742	\$ 26,772	\$ 27,843	
Fire								
Budget Inflation Rate		-45.91%	15.01%	5.00%	5.00%	5.00%	5.00%	ACCOUNT FOR training officer
Personnel Services	\$ 643,969	\$ 665,600	\$ 761,656	\$ 799,739	\$ 839,726	\$ 881,712	\$ 925,798	
SAFER Grant	\$ -	\$ -	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	
Services & Commodities	\$ 190,362	\$ 163,965	\$ 168,900	\$ 177,345	\$ 186,212	\$ 195,523	\$ 205,299	
Capital Outlay	\$ 29,020	\$ 22,000	\$ 41,400	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	ADD PT weekend day staff (\$35K)
Transfers	\$ 755,322	\$ 24,000	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
Total	\$ 1,618,673	\$ 875,565	\$ 1,006,956	\$ 1,136,084	\$ 1,184,938	\$ 1,236,235	\$ 1,290,097	
Building Inspections								
Budget Inflation Rate		8.81%	4.00%	5.00%	5.00%	5.00%	5.00%	ACCOUNT FOR Fire Station updates (\$17.4K) New & replacement PPE (\$24K)
Personnel Services	\$ 377,007	\$ 397,944	\$ 416,489	\$ 437,313	\$ 459,179	\$ 482,138	\$ 506,245	
Services & Commodities	\$ 48,866	\$ 65,465	\$ 65,465	\$ 68,738	\$ 72,175	\$ 75,784	\$ 79,573	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 425,873	\$ 463,409	\$ 481,954	\$ 506,052	\$ 531,354	\$ 557,922	\$ 585,818	
Animal Control								
Budget Inflation Rate		201.42%	0.00%	4.00%	4.00%	4.00%	4.00%	
Personnel Services	\$ 2,338	\$ 5,100	\$ 5,100	\$ 5,304	\$ 5,516	\$ 5,737	\$ 5,966	
Services & Commodities	\$ 5,193	\$ 17,600	\$ 18,100	\$ 18,824	\$ 19,577	\$ 20,360	\$ 21,174	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 7,531	\$ 22,700	\$ 23,200	\$ 24,128	\$ 25,093	\$ 26,097	\$ 27,141	
Traffic Safety								
Budget Inflation Rate		70.00%	2.99%	5.00%	5.00%	5.00%	5.00%	REFER TO FY20 General Fund Balance Policy Allocation page
Personnel Services	\$ 21,499	\$ 36,549	\$ 37,641	\$ 39,523	\$ 41,499	\$ 43,574	\$ 45,753	
Services & Commodities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 21,499	\$ 36,549	\$ 37,641	\$ 39,523	\$ 41,499	\$ 43,574	\$ 45,753	
Total Expenditures	\$ 4,779,935	\$ 4,472,087	\$ 4,805,081	\$ 5,162,919	\$ 5,404,227	\$ 5,713,730	\$ 6,090,037	

A Breakdown of Public Safety

% of General Fund Budget	30.94%	32.04%	31.70%	31.55%	31.55%	31.81%	32.59%
Cost/Capita	\$ 251.59	\$ 227.02	\$ 235.55	\$ 244.70	\$ 247.91	\$ 253.95	\$ 262.51
Total Personnel Costs	\$ 3,471,849	\$ 3,728,306	\$ 4,011,063	\$ 4,211,565	\$ 4,422,090	\$ 4,643,140	\$ 4,875,239
% of Public Safety Expenditures	72.63%	83.37%	83.48%	81.57%	81.83%	81.26%	80.05%

Fire Capital Fund

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Revenues							
Transfer from General Fund	\$ -	\$ 46,000	\$ -	\$ 124,000	\$ 124,000	\$ 124,000	\$ 124,000
Transfer from Reserves	\$ 755,322	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -
Other Revenue	\$ 198,785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bond Proceeds	\$ -	\$ 464,793	\$ -	\$ 329,000	\$ 6,000,000	\$ 2,125,000	\$ -
Total Revenues	\$ 954,107	\$ 510,793	\$ 150,000	\$ 453,000	\$ 6,124,000	\$ 2,249,000	\$ 124,000
Equipment*							
Pierce Pumper Truck	\$ 213,322	\$ 464,793					
Danko Tanker Truck	\$ 292,000						
Fire Station #2 Land	\$ 250,000						
Personal Protective Gear & Equip	\$ 27,416	\$ 24,000					
Off-Road Brush Fire Truck			\$ 270,000				
Training Tower Infrastructure				\$ 329,000			
SCBA Compressor & Fill Station				\$ 75,000			
Fire Station #2					\$ 6,000,000		
Staff Vehicle					\$ 65,000		
Fire Station #2 Pumper Truck						\$ 825,000	
Platform Ladder Truck						\$ 1,300,000	
Total Expenditures	\$ 782,738	\$ 488,793	\$ 270,000	\$ 404,000	\$ 6,065,000	\$ 2,125,000	\$ -
Net Change in Fund Balance	\$ 171,369	\$ 22,000	\$ (120,000)	\$ 49,000	\$ 59,000	\$ 124,000	\$ 124,000
Beginning Fund Balance	\$ 277,785	\$ 235,448	\$ 257,448	\$ 137,448	\$ 186,448	\$ 245,448	\$ 369,448
Ending Fund Balance	\$ 235,448	\$ 257,448	\$ 137,448	\$ 186,448	\$ 245,448	\$ 369,448	\$ 493,448

REFER TO
FY20
General
Fund
Balance
Policy
Allocation
page

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

Public Works

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Solid Waste Collection							
Budget Inflation Rate		-26.23%	50.88%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 1,382,728	\$ 1,020,000	\$ 1,539,000	\$ 1,600,560	\$ 1,664,582	\$ 1,731,166	\$ 1,800,412
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,382,728	\$ 1,020,000	\$ 1,539,000	\$ 1,600,560	\$ 1,664,582	\$ 1,731,166	\$ 1,800,412
Transit							
Budget Inflation Rate		41.32%	0.00%	28.57%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 123,834	\$ 175,000	\$ 175,000	\$ 225,000	\$ 234,000	\$ 243,360	\$ 253,094
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 123,834	\$ 175,000	\$ 175,000	\$ 225,000	\$ 234,000	\$ 243,360	\$ 253,094
Streets							
Budget Inflation Rate		0.00%	0.00%	0.00%	100.00%	0.00%	0.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 18,679	\$ -	\$ -	\$ -	\$ 99,500	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 18,679	\$ -	\$ -	\$ -	\$ 99,500	\$ -	\$ -
Total Expenditures	\$ 1,525,241	\$ 1,195,000	\$ 1,714,000	\$ 1,825,560	\$ 1,998,082	\$ 1,974,526	\$ 2,053,507

FYI
Expenses
has an
offsetting
revenue.

A Breakdown of Public Works

% of General Fund Budget	9.87%	8.56%	11.31%	11.15%	11.66%	10.99%	10.99%
Cost/Capita	\$ 80.28	\$ 60.66	\$ 84.02	\$ 86.52	\$ 91.66	\$ 87.76	\$ 88.52
Total Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% of Public Works Expenditures	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Health & Social Services

	FY20		FY21		FY22		FY23		FY24		FY25		FY26	
	Actual		Budget		Budget		Estimated		Estimated		Estimated		Estimated	
Social Services														
Budget Inflation Rate				6.19%		8.00%		3.00%		3.00%		3.00%		3.00%
Personnel Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Services & Commodities	\$	117,716	\$	125,000	\$	135,000	\$	139,050	\$	143,222	\$	147,518	\$	151,944
Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Transfers	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total	\$	117,716	\$	125,000	\$	135,000	\$	139,050	\$	143,222	\$	147,518	\$	151,944
Total Expenditures	\$	117,716	\$	125,000	\$	135,000	\$	139,050	\$	143,222	\$	147,518	\$	151,944

A Breakdown of Social Services

% of General Fund Budget	0.76%		0.90%		0.89%		0.85%		0.84%		0.82%		0.81%	
Cost/Capita	\$	6.20	\$	6.35	\$	6.62	\$	6.59	\$	6.57	\$	6.56	\$	6.55
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	FY20 Award	FY21 Award	FY22 Request	FY22 Actual
Any Given Child	\$ 2,176	\$ 3,500	\$ -	\$ -
Big Brothers/Big Sisters	\$ 3,000	\$ 4,000	\$ -	\$ -
CommUnity Crisis Services & Food Bank	\$ 5,000	\$ 7,500	\$ -	\$ -
Domestic Violence Intervention Program	\$ 6,500	\$ 6,600	\$ -	\$ -
Elder Services, Inc & Horizons	\$ 8,500	\$ 10,000	\$ -	\$ -
Friends of the Center	\$ -	\$ 5,000	\$ -	\$ -
Girls on the Run of Eastern Iowa	\$ -	\$ 1,000	\$ -	\$ -
Houses into Homes	\$ -	\$ 3,500	\$ -	\$ -
Housing Trust Fund of Johnson Co	\$ 10,000	\$ 15,000	\$ -	\$ -
Iowa City Free Medical & Dental Clinic	\$ 1,500	\$ 2,500	\$ -	\$ -
Journey Above Poverty	\$ 1,000	\$ -	\$ -	\$ -
NL Family Resource Center	\$ 55,000	\$ 35,000	\$ -	\$ -
NL Food & Clothing Pantry	\$ 17,000	\$ 18,000	\$ -	\$ -
Rape Victim Advocacy Program	\$ 2,500	\$ 3,000	\$ -	\$ -
Shelter House Community Shelter	\$ 5,000	\$ 5,000	\$ -	\$ -
United Action for Youth	\$ -	\$ 4,000	\$ -	\$ -
Total	\$ 117,176	\$ 123,600	\$ -	\$ 135,000

ACCOUNT FOR increase from FY21, based on City Council consensus at budget planning session.

Culture & Recreation

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Library							
Budget Inflation Rate		11.08%	-0.68%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 881,518	\$ 961,115	\$ 944,209	\$ 991,419	\$ 1,040,990	\$ 1,093,040	\$ 1,147,692
Services & Commodities	\$ 222,966	\$ 265,720	\$ 274,340	\$ 288,057	\$ 302,460	\$ 317,583	\$ 333,462
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,104,484	\$ 1,226,835	\$ 1,218,549	\$ 1,279,476	\$ 1,343,450	\$ 1,410,623	\$ 1,481,154
Parks, Buildings & Grounds							
Budget Inflation Rate		-22.71%	4.79%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 606,555	\$ 698,948	\$ 737,140	\$ 773,997	\$ 812,697	\$ 853,332	\$ 895,998
Services & Commodities	\$ 164,995	\$ 195,350	\$ 199,850	\$ 209,843	\$ 220,335	\$ 231,351	\$ 242,919
Capital Outlay	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 89,000	\$ 80,000	\$ 84,000	\$ 217,500	\$ 221,750	\$ 317,500	\$ 105,000
Total	\$ 1,260,550	\$ 974,298	\$ 1,020,990	\$ 1,201,340	\$ 1,254,781	\$ 1,402,183	\$ 1,243,917
Recreation							
Budget Inflation Rate		16.66%	1.93%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 1,054,026	\$ 1,216,532	\$ 1,268,825	\$ 1,332,266	\$ 1,398,880	\$ 1,468,824	\$ 1,542,265
Services & Commodities	\$ 367,458	\$ 443,500	\$ 424,100	\$ 445,305	\$ 467,570	\$ 490,949	\$ 515,496
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 40,000	\$ 45,000	\$ 45,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Total	\$ 1,461,484	\$ 1,705,032	\$ 1,737,925	\$ 1,827,571	\$ 1,916,450	\$ 2,009,772	\$ 2,107,761
Community Center							
Budget Inflation Rate		-48.11%	-20.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 142,886	\$ 221,000	\$ 232,000	\$ 243,600	\$ 255,780	\$ 268,569	\$ 281,997
Capital Outlay	\$ -	\$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 416,000	\$ 37,000	\$ -	\$ 120,000	\$ 50,000	\$ 50,000	\$ 50,000
Total	\$ 558,886	\$ 290,000	\$ 232,000	\$ 363,600	\$ 305,780	\$ 318,569	\$ 331,997
Cemetery							
Budget Inflation Rate		60.15%	0.00%	6.00%	6.00%	6.00%	6.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 24,977	\$ 40,000	\$ 40,000	\$ 42,400	\$ 44,944	\$ 47,641	\$ 50,499
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 24,977	\$ 40,000	\$ 40,000	\$ 42,400	\$ 44,944	\$ 47,641	\$ 50,499
Aquatic Center							
Budget Inflation Rate		-4.02%	3.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 469,083	\$ 613,640	\$ 630,477	\$ 662,001	\$ 695,101	\$ 729,856	\$ 766,349
Services & Commodities	\$ 172,530	\$ 328,500	\$ 339,900	\$ 356,895	\$ 374,740	\$ 393,477	\$ 413,151
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 340,000	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ -
Total	\$ 981,613	\$ 942,140	\$ 970,377	\$ 1,036,896	\$ 1,069,841	\$ 1,123,333	\$ 1,179,499
Total Expenditures	\$ 5,391,994	\$ 5,178,305	\$ 5,219,841	\$ 5,751,283	\$ 5,935,246	\$ 6,312,120	\$ 6,394,828

REPLACE
two (2)
Avant 528
snow
removal
tractors
(\$84K)

REPLACE
exercise
equipment
(\$45K)

REFER TO
FY20
General
Fund
Balance
Policy
Allocation
page

A Breakdown of Culture & Recreation

% of General Fund Budget	34.90%	37.10%	34.43%	35.14%	34.65%	35.14%	34.22%
Cost/Capita	\$ 283.80	\$ 262.87	\$ 255.89	\$ 272.59	\$ 272.27	\$ 280.55	\$ 275.65
Total Personnel Costs	\$ 3,011,182	\$ 3,490,235	\$ 3,580,651	\$ 3,759,684	\$ 3,947,668	\$ 4,145,051	\$ 4,352,304
% of C & R Expenditures	55.85%	67.40%	68.60%	65.37%	66.51%	65.67%	68.06%

Community & Economic Development

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	
Community Beautification								SUPPORT ICAD (\$75K), Blues & BBQ (\$15K), UNESCO (\$10K), Entrepren'l Dev't Center (\$10K)
Budget Inflation Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Services & Commodities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Economic Development								
Budget Inflation Rate		4.51%	4.35%	3.00%	3.00%	3.00%	3.00%	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Services & Commodities	\$ 110,035	\$ 115,000	\$ 120,000	\$ 123,600	\$ 127,308	\$ 131,127	\$ 135,061	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 110,035	\$ 115,000	\$ 120,000	\$ 123,600	\$ 127,308	\$ 131,127	\$ 135,061	
Planning & Zoning								REFER TO FY20 General Fund Balance Policy Allocation page
Budget Inflation Rate		-14.68%	2.40%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 215,395	\$ 205,831	\$ 227,535	\$ 238,912	\$ 250,857	\$ 263,400	\$ 276,570	
Services & Commodities	\$ 380,540	\$ 303,000	\$ 293,500	\$ 308,175	\$ 323,584	\$ 339,763	\$ 356,751	
Capital Outlay	\$ 445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 596,380	\$ 508,831	\$ 521,035	\$ 547,087	\$ 574,441	\$ 603,163	\$ 633,321	
Communications								ADD new Community Center Engagement Coordinator
Budget Inflation Rate		18.65%	16.31%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 293,968	\$ 323,469	\$ 383,875	\$ 403,069	\$ 423,222	\$ 444,383	\$ 466,602	
Services & Commodities	\$ 31,500	\$ 52,702	\$ 65,272	\$ 68,536	\$ 71,962	\$ 75,560	\$ 79,339	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ 10,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	
Total	\$ 325,468	\$ 386,171	\$ 449,147	\$ 491,604	\$ 515,185	\$ 519,944	\$ 545,941	
Total Expenditures	\$ 1,031,883	\$ 1,010,002	\$ 1,090,182	\$ 1,162,291	\$ 1,216,934	\$ 1,254,234	\$ 1,314,323	
A Breakdown of Community & Economic Development								
% of General Fund Budget	6.68%	7.24%	7.19%	7.10%	7.10%	6.98%	7.03%	
Cost/Capita	\$ 54.31	\$ 51.27	\$ 53.44	\$ 55.09	\$ 55.83	\$ 55.75	\$ 56.65	
Total Personnel Costs	\$ 509,363	\$ 529,300	\$ 611,410	\$ 641,981	\$ 674,080	\$ 707,784	\$ 743,173	
% of C & ED Expenditures	49.36%	52.41%	56.08%	55.23%	55.39%	56.43%	56.54%	
								ADD wireless audio (\$3.2K)
								REPLACE collateral with new branding (\$5K), laptop (\$2K)

General Government

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	
Mayor & Council								
Budget Inflation Rate		42.70%	0.00%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 17,073	\$ 24,636	\$ 24,636	\$ 25,868	\$ 27,161	\$ 28,519	\$ 29,945	
Services & Commodities	\$ 541	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	
Capital Outlay	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 17,614	\$ 25,136	\$ 25,136	\$ 32,368	\$ 33,661	\$ 35,019	\$ 36,445	ACCOUNT FOR new IT Coordinator salary
Administration								
Budget Inflation Rate		-28.41%	11.45%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 945,897	\$ 992,384	\$ 1,169,868	\$ 1,228,361	\$ 1,289,779	\$ 1,354,268	\$ 1,421,982	
Services & Commodities	\$ 697,481	\$ 657,130	\$ 668,518	\$ 701,944	\$ 737,041	\$ 773,893	\$ 812,588	
Capital Outlay	\$ 759	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
Transfers	\$ 660,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 2,304,137	\$ 1,649,514	\$ 1,838,386	\$ 1,940,305	\$ 2,036,821	\$ 2,138,162	\$ 2,244,570	
Elections								
Budget Inflation Rate		-100.00%		100.00%	-100.00%		-100.00%	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	REPLACE computer equipment
Services & Commodities	\$ 2,495	\$ -	\$ 3,000	\$ 6,000	\$ -	\$ 6,000	\$ -	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 2,495	\$ -	\$ 3,000	\$ 6,000	\$ -	\$ 6,000	\$ -	ACCOUNT FOR add'l outside consultant fees
Legal & Tort Liability								
Budget Inflation Rate		1.43%	9.49%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 199,913	\$ 221,997	\$ 234,662	\$ 246,395	\$ 258,715	\$ 271,651	\$ 285,233	
Services & Commodities	\$ 30,297	\$ 11,500	\$ 21,000	\$ 22,050	\$ 23,153	\$ 24,310	\$ 25,526	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 230,210	\$ 233,497	\$ 255,662	\$ 268,445	\$ 281,867	\$ 295,961	\$ 310,759	
Personnel								
Budget Inflation Rate		45.95%	5.76%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 27,946	\$ 48,500	\$ 49,500	\$ 51,975	\$ 54,574	\$ 57,302	\$ 60,168	INCLUDES additional equity training
Services & Commodities	\$ 19,673	\$ 21,000	\$ 24,000	\$ 25,200	\$ 26,460	\$ 27,783	\$ 29,172	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 47,619	\$ 69,500	\$ 73,500	\$ 77,175	\$ 81,034	\$ 85,085	\$ 89,340	
Total Expenditures	\$ 2,602,075	\$ 1,977,647	\$ 2,195,684	\$ 2,324,293	\$ 2,433,383	\$ 2,560,227	\$ 2,681,113	

A Breakdown of General Government

% of General Fund Budget	16.84%	14.17%	14.48%	14.20%	14.20%	14.25%	14.35%
Cost/Capita	\$ 136.96	\$ 100.39	\$ 107.64	\$ 110.16	\$ 111.63	\$ 113.79	\$ 115.57
Total Personnel Costs	\$ 1,190,829	\$ 1,287,517	\$ 1,478,666	\$ 1,552,599	\$ 1,630,229	\$ 1,711,741	\$ 1,797,328
% of General Gov't Expenditures	45.76%	65.10%	67.34%	66.80%	66.99%	66.86%	67.04%

General Fund Revenues

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Taxable Value							
Inflationary Rate		1.34%	6.93%	2.00%	2.00%	2.00%	2.00%
Regular	\$ 911,313,796	\$ 923,395,112	\$ 987,468,370	\$ 1,007,217,737	\$ 1,027,362,092	\$ 1,047,909,334	\$ 1,068,867,521
Agriculture	\$ 1,859,112	\$ 2,012,343	\$ 2,038,647	\$ 2,079,420	\$ 2,121,008	\$ 2,163,429	\$ 2,206,697
Tax Rates							
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
Total	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000
Trust & Agency	\$1.72309	\$2.00238	\$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
Tax Rate Revenues							
General	\$ 7,421,655	\$ 7,479,500	\$ 7,998,494	\$ 8,158,464	\$ 8,321,633	\$ 8,488,066	\$ 8,657,827
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 302,630	\$ 200,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Trust & Agency	\$ 1,591,264	\$ 1,887,791	\$ 1,985,591	\$ 2,016,833	\$ 2,057,169	\$ 2,098,313	\$ 2,140,279
Agriculture	\$ 5,520	\$ 6,045	\$ 6,045	\$ 6,246	\$ 6,371	\$ 6,498	\$ 6,628
Utility Excise Tax	\$ 24,923	\$ 33,119	\$ 33,583	\$ 34,255	\$ 34,940	\$ 35,639	\$ 36,351
Mobile Home Taxes	\$ 24,803	\$ 25,000	\$ 25,000	\$ 25,500	\$ 26,010	\$ 26,530	\$ 27,061
Total	\$ 9,370,795	\$ 9,631,455	\$ 10,348,713	\$ 10,541,297	\$ 10,746,123	\$ 10,955,045	\$ 11,168,146
Inflationary Rate		36.80%	-6.92%	1.00%	1.00%	1.00%	1.00%
Licenses & Permits	\$ 515,917	\$ 705,800	\$ 656,950	\$ 663,520	\$ 670,155	\$ 676,856	\$ 683,625
Inflationary Rate		11.67%	-37.95%	1.00%	1.00%	1.00%	1.00%
Use of Money	\$ 135,671	\$ 151,500	\$ 94,000	\$ 94,940	\$ 95,889	\$ 96,848	\$ 97,817
Inflationary Rate		-29.15%	15.89%	1.00%	1.00%	1.00%	1.00%
Intergovernmental	\$ 318,015	\$ 225,316	\$ 261,123	\$ 263,734	\$ 266,372	\$ 269,035	\$ 271,726
Inflationary Rate		-2.37%	24.54%	3.00%	3.00%	3.00%	3.00%
Charges for Services	\$ 2,340,018	\$ 2,284,650	\$ 2,845,400	\$ 2,930,762	\$ 3,018,685	\$ 3,109,245	\$ 3,202,523
Inflationary Rate		-65.51%	0.00%	2.00%	2.00%	2.00%	2.00%
Miscellaneous	\$ 144,956	\$ 50,000	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
Inflationary Rate		-9.50%	-12.19%	-12.60%	5.00%	0.00%	0.00%
Utility Accounting & Collection	\$ 637,998	\$ 577,379	\$ 507,017	\$ 443,137	\$ 465,294	\$ 465,294	\$ 465,294
Inflationary Rate		50% of backfill	100% of backfill	75% of backfill	50% of backfill	25% of backfill	0.00%
State Property Tax Backfill	\$ -	\$ 123,842	\$ 302,489	\$ 226,867	\$ 151,245	\$ 75,622	\$ -
Total	\$ 13,463,370	\$ 13,749,942	\$ 15,065,692	\$ 15,215,257	\$ 15,465,782	\$ 15,701,007	\$ 15,943,252

Permitting fees are slightly down in FY21; conservatively projecting that trend to continue in FY22.

Much of this increase is explained by the new garbage and recycle fees, which have an offsetting expense (pass-through funds).

Planning for 100% of the backfill to be funded in FY22.

General Fund Summary

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Revenues							
Property Taxes	\$ 9,370,795	\$ 9,631,455	\$ 10,348,713	\$ 10,541,297	\$ 10,746,123	\$ 10,955,045	\$ 11,168,146
Licenses & Permits	\$ 515,917	\$ 705,800	\$ 656,950	\$ 663,520	\$ 670,155	\$ 676,856	\$ 683,625
Use of Money	\$ 135,671	\$ 151,500	\$ 94,000	\$ 94,940	\$ 95,889	\$ 96,848	\$ 97,817
Intergovernmental	\$ 318,015	\$ 225,316	\$ 261,123	\$ 263,734	\$ 266,372	\$ 269,035	\$ 271,726
Charges for Services	\$ 2,340,018	\$ 2,284,650	\$ 2,845,400	\$ 2,930,762	\$ 3,018,685	\$ 3,109,245	\$ 3,202,523
Miscellaneous	\$ 144,956	\$ 50,000	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
Utility Accounting & Collection	\$ 637,998	\$ 577,379	\$ 507,017	\$ 443,137	\$ 465,294	\$ 465,294	\$ 465,294
State Funded Property Tax Backfill	\$ -	\$ 123,842	\$ 302,489	\$ 226,867	\$ 151,245	\$ 75,622	\$ -
Total General Fund Revenues	\$ 13,463,370	\$ 13,749,942	\$ 15,065,692	\$ 15,215,257	\$ 15,465,782	\$ 15,701,007	\$ 15,943,252
Expenditures							
Public Safety	\$ 4,779,935	\$ 4,472,087	\$ 4,805,081	\$ 5,162,919	\$ 5,404,227	\$ 5,713,730	\$ 6,090,037
Public Works	\$ 1,525,241	\$ 1,195,000	\$ 1,714,000	\$ 1,825,560	\$ 1,998,082	\$ 1,974,526	\$ 2,053,507
Health & Social Services	\$ 117,716	\$ 125,000	\$ 135,000	\$ 139,050	\$ 143,222	\$ 147,518	\$ 151,944
Culture & Recreation	\$ 5,391,994	\$ 5,178,305	\$ 5,219,841	\$ 5,751,283	\$ 5,935,246	\$ 6,312,120	\$ 6,394,828
Community & Economic Dev't	\$ 1,031,883	\$ 1,010,002	\$ 1,090,182	\$ 1,162,291	\$ 1,216,934	\$ 1,254,234	\$ 1,314,323
General Government	\$ 2,602,075	\$ 1,977,647	\$ 2,195,684	\$ 2,324,293	\$ 2,433,383	\$ 2,560,227	\$ 2,681,113
Total General Fund Expenditures	\$ 15,448,844	\$ 13,958,041	\$ 15,159,788	\$ 16,365,397	\$ 17,131,093	\$ 17,962,355	\$ 18,685,752
Net Change in Fund Balance	\$ (1,985,474)	\$ (208,099)	\$ (94,096)	\$ (1,150,140)	\$ (1,665,311)	\$ (2,261,348)	\$ (2,742,500)
Beginning Fund Balance	\$ 7,521,725	\$ 4,302,115	\$ 4,302,115	\$ 4,302,115	\$ 3,151,975	\$ 1,486,664	\$ (774,684)
Fund Balance Allocation Policy	\$ (1,234,136)	\$ 208,099	\$ 94,096	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 4,302,115	\$ 4,302,115	\$ 4,302,115	\$ 3,151,975	\$ 1,486,664	\$ (774,684)	\$ (3,517,184)
% Reserved	31.95%	31.29%	28.56%	20.72%	9.61%	-4.93%	-22.06%
Total Revenues/Capita	\$ 709	\$ 698	\$ 739	\$ 721	\$ 709	\$ 698	\$ 687
Expenditures/Capita							
Public Safety	\$ 252	\$ 227	\$ 236	\$ 245	\$ 248	\$ 254	\$ 263
Public Works	\$ 80	\$ 61	\$ 84	\$ 87	\$ 92	\$ 88	\$ 89
Health & Social Services	\$ 6	\$ 6	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7
Culture & Recreation	\$ 284	\$ 263	\$ 256	\$ 273	\$ 272	\$ 281	\$ 276
Community & Economic Dev't	\$ 54	\$ 51	\$ 53	\$ 55	\$ 56	\$ 56	\$ 57
General Government	\$ 137	\$ 100	\$ 108	\$ 110	\$ 112	\$ 114	\$ 116
Total GF Expenditures/Capita	\$ 813	\$ 709	\$ 743	\$ 776	\$ 786	\$ 798	\$ 805
Personnel Expenditures							
Public Safety	\$ 3,471,849	\$ 3,728,306	\$ 4,011,063	\$ 4,211,565	\$ 4,422,090	\$ 4,643,140	\$ 4,875,239
Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health & Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Culture & Recreation	\$ 3,011,182	\$ 3,490,235	\$ 3,580,651	\$ 3,759,684	\$ 3,947,668	\$ 4,145,051	\$ 4,352,304
Community & Economic Dev't	\$ 509,363	\$ 529,300	\$ 611,410	\$ 641,981	\$ 674,080	\$ 707,784	\$ 743,173
General Government	\$ 1,190,829	\$ 1,287,517	\$ 1,478,666	\$ 1,552,599	\$ 1,630,229	\$ 1,711,741	\$ 1,797,328
Total Personnel Expenditures	\$ 8,183,223	\$ 9,035,358	\$ 9,681,790	\$ 10,165,829	\$ 10,674,067	\$ 11,207,715	\$ 11,768,043
% of General Fund Expenditures	52.97%	64.73%	63.86%	62.12%	62.31%	62.40%	62.98%

REFER TO
FY20
General
Fund
Balance
Policy
Allocation
page

FY20 General Fund Balance Policy Allocation

Unassigned General Fund Balance	\$	5,097,238
General Fund Revenues	\$	13,463,370
Fund Balance as a Percentage of Revenues		37.86%

Fund Balance Policy (30% of Revenues)	\$	4,039,011
Balance Required to be Assigned	\$	1,058,227

FY19 Remaining to be Assigned	\$	81,036
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Potential Projects

Included in the FY22 Budget		
1. FY22 General Fund Deficit	\$	94,096
2. Civic Campus Design	\$	300,000
3. Comprehensive Plan Update	\$	100,000
4. Fire Station Alert System	\$	62,000
5. Community Center Maintenance Fund	\$	47,000
6. Pool Capital Fund	\$	65,000
7. Technology Updates	\$	75,000
8. Fire Department Brush Truck	\$	150,000
7. Tennis Court Overlay	\$	100,000
	\$	993,096

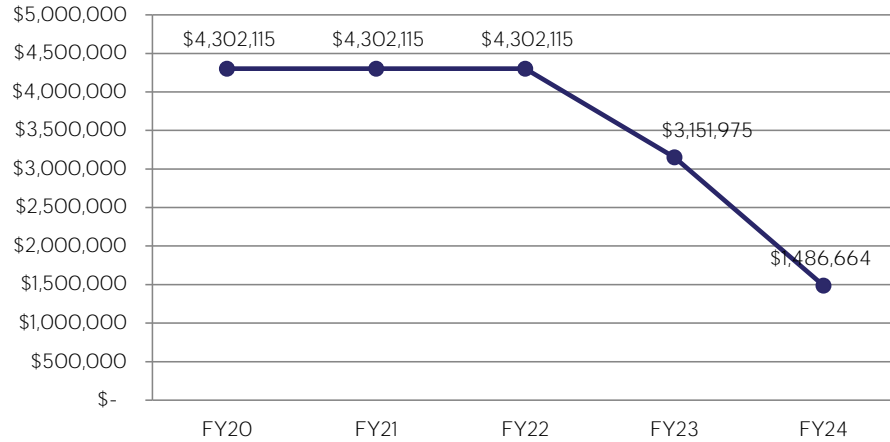
FY20 Remaining	\$	146,167
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Will provide for an alarm system throughout the facility that will notify the entire building when a call is dispatched. The system includes speakers, integration into the building's lighting system, message board, and other alerting features.

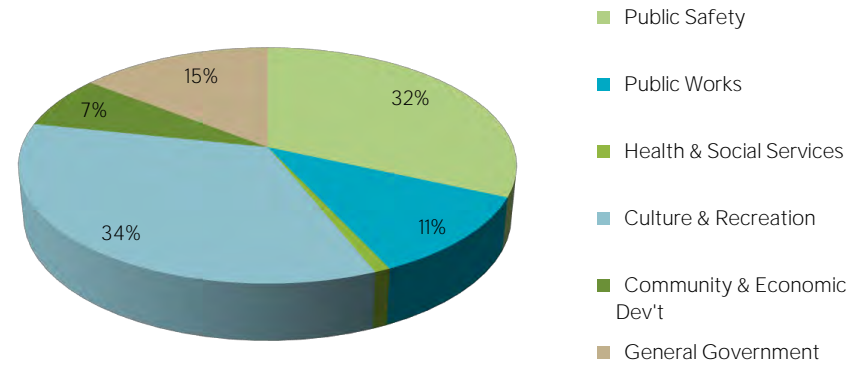
REPLACE building control system (\$33K)
REFURBISH paint (\$14K)

REPLACE indoor/outdoor pool lights (\$14K); ceiling tiles in pool area (\$11K); pool heaters (\$70K); remaining funds to be allocated from pool capital reserve funds.

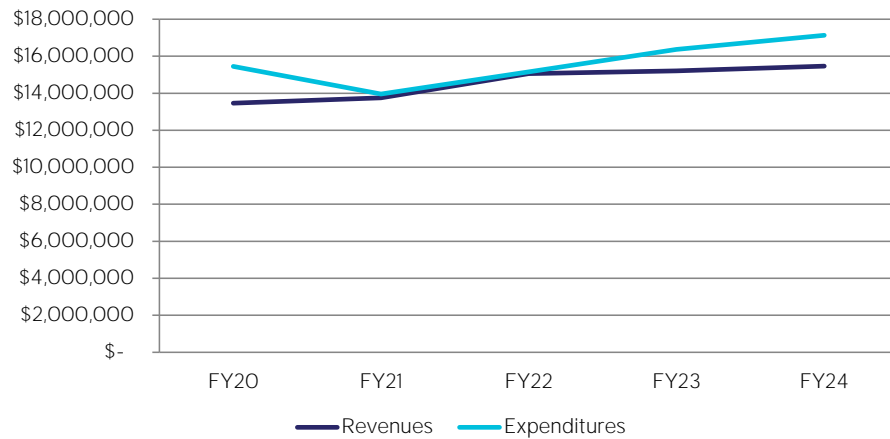
General Fund Balance Projection



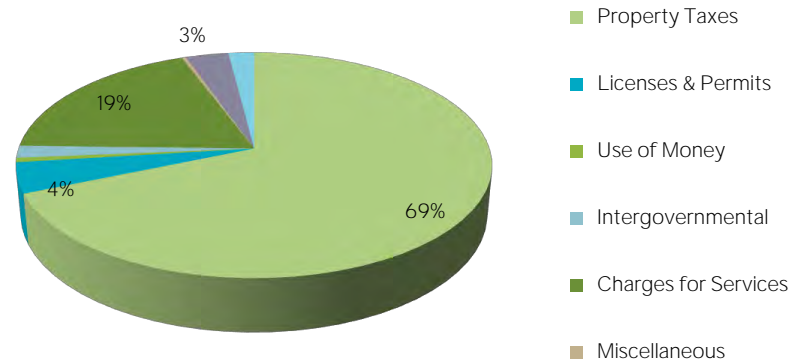
General Fund FY21 Expenditure Breakdown



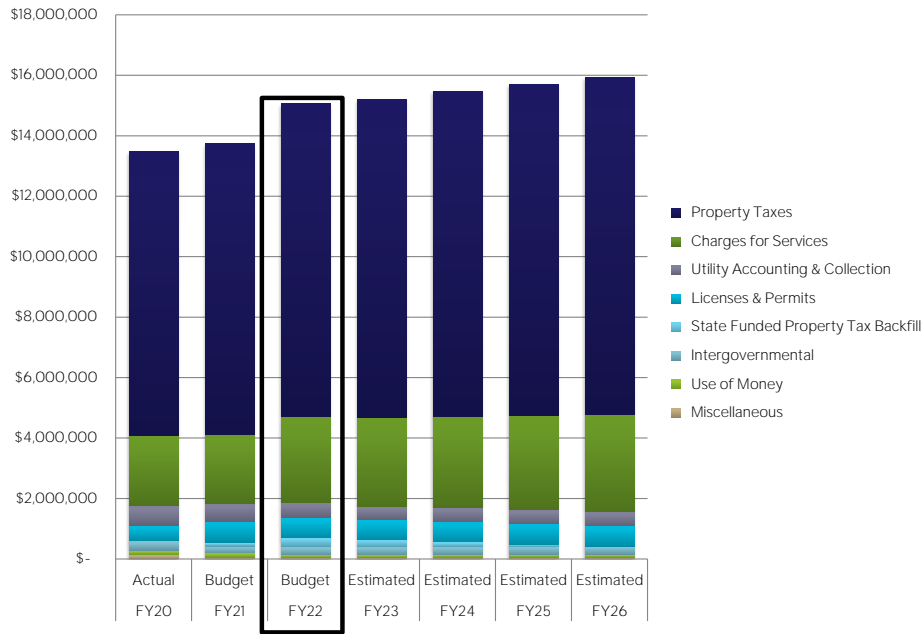
General Fund Revenue/Expense Projections



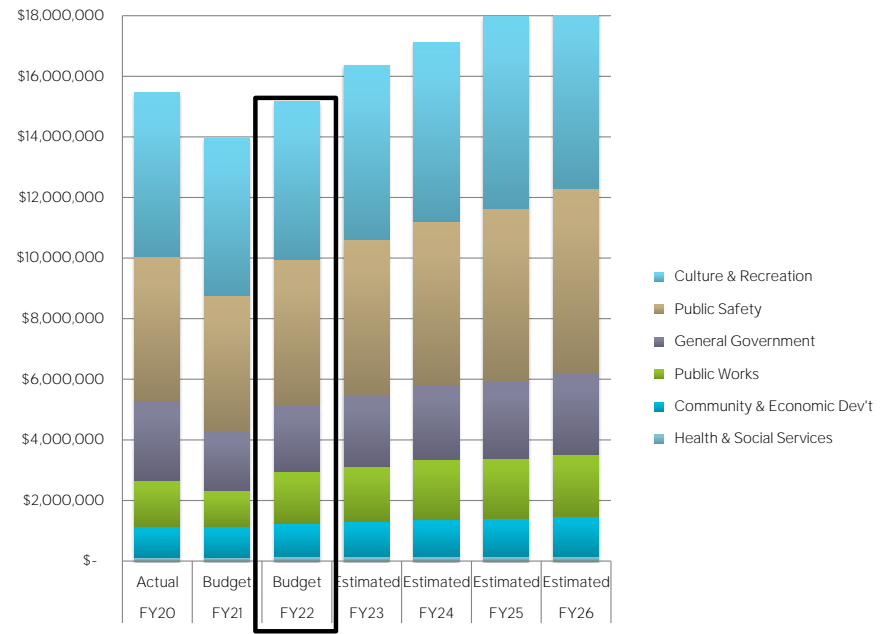
General Fund FY21 Revenue Breakdown



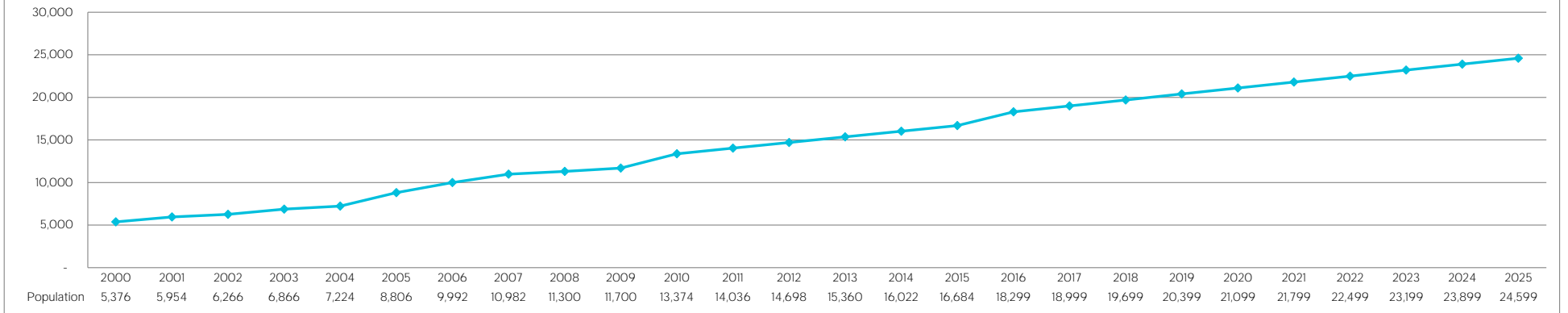
History & Forecast of General Fund Revenues



History & Forecast of General Fund Expenditures



North Liberty Census History and Forecast



Hotel/Motel Tax

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	
	Actual	Budget	Budget	Estimated	Estimated	Estimated	Estimated	
Revenues								
Budget Inflation Rate		1.21%	-13.33%	2.00%	2.00%	2.00%	2.00%	
Taxes Collected	\$ 74,105	\$ 75,000	\$ 65,000	\$ 71,000	\$ 72,420	\$ 73,868	\$ 75,346	ACCOUNT FOR lower revenues due to COVID-19 travel restrictions
Expenditures								
CVB Contribution	\$ 18,526	\$ 18,750	\$ 16,250	\$ 17,750	\$ 18,105	\$ 18,467	\$ 18,836	
Services & Commodities	\$ 6,544	\$ 6,623	\$ 6,755	\$ 6,890	\$ 7,028	\$ 7,168	\$ 7,312	
Projects	\$ 41,000	\$ 60,000	\$ 25,000	\$ -	\$ 245,000	\$ -	\$ 14,500	
Total	\$ 66,070	\$ 85,373	\$ 48,005	\$ 24,640	\$ 270,133	\$ 25,636	\$ 40,648	
Net Change in Fund Balance	\$ 8,035	\$ (10,373)	\$ 16,995	\$ 46,360	\$ (197,713)	\$ 48,233	\$ 34,697	
Beginning Fund Balance	\$ 70,818	\$ 78,853	\$ 68,480	\$ 85,475	\$ 131,835	\$ (65,878)	\$ (17,645)	
Ending Fund Balance	\$ 78,853	\$ 68,480	\$ 85,475	\$ 131,835	\$ (65,878)	\$ (17,645)	\$ 17,052	
% Reserved	119.35%	80.21%	178.05%	535.04%	-24.39%	-68.83%	41.95%	ADD concrete border & ADA ramp around Penn Meadows Playground (\$15K) REPLACE holiday decorations (\$10K)

Road Use Tax (RUT) Fund

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	Revenues projected on 2010 census count; hopeful 2020 count will take effect prior to year end
Population	18,299	18,299	18,299	21,099	21,099	21,099	21,099	
RUT Formula Funding/Capita	\$ 106.69	\$ 103.75	\$ 103.75	\$ 103.75	\$ 103.75	\$ 103.75	\$ 103.75	
2015 Gas Tax Funding/Capita	\$ 21.85	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	
Revenues								
RUT Formula Funding/Capita	\$ 1,952,263	\$ 1,898,521	\$ 1,898,521	\$ 2,189,021	\$ 2,189,021	\$ 2,189,021	\$ 2,189,021	
2015 Gas Tax Funding/Capita	\$ 399,861	\$ 388,854	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354	
Total	\$ 2,352,124	\$ 2,287,375	\$ 2,287,375	\$ 2,637,375	\$ 2,637,375	\$ 2,637,375	\$ 2,637,375	
Expenditures								
Budget Inflation Rate		1.14%	3.56%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 716,197	\$ 720,228	\$ 766,800	\$ 805,140	\$ 845,397	\$ 887,667	\$ 932,050	ADD dump truck (\$220K), skid steer attachments (\$40K) & soil conditioner (\$10K)
Services & Commodities	\$ 357,803	\$ 371,660	\$ 383,660	\$ 402,843	\$ 422,985	\$ 444,134	\$ 466,341	
Snow & Ice Removal	\$ 120,578	\$ 135,000	\$ 145,000	\$ 152,250	\$ 159,863	\$ 167,856	\$ 176,248	
Traffic Safety	\$ 92,741	\$ 128,000	\$ 130,000	\$ 136,500	\$ 143,325	\$ 150,491	\$ 158,016	
Street Lighting	\$ 71,984	\$ 70,000	\$ 74,000	\$ 77,700	\$ 81,585	\$ 85,664	\$ 89,947	
Transfers								
Equipment Revolving	\$ 329,000	\$ 280,000	\$ 282,500	\$ 295,000	\$ 280,000	\$ 295,000	\$ 230,000	REPLACE locator truck (\$12.5K) w/ water, sewer & storm water
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ 146,740	\$ 144,440	\$ 147,040	\$ 146,940	\$ 149,190	\$ 146,070	\$ 147,690	
Street Repair Program	\$ 377,966	\$ 388,854	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354	
Billing & Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 2,213,009	\$ 2,238,182	\$ 2,317,854	\$ 2,464,727	\$ 2,530,698	\$ 2,625,236	\$ 2,648,647	
Net Change in Fund Balance	\$ 139,115	\$ 49,193	\$ (30,479)	\$ 172,648	\$ 106,677	\$ 12,139	\$ (11,272)	
Beginning Fund Balance	\$ 1,700,814	\$ 1,839,929	\$ 1,889,122	\$ 1,858,644	\$ 2,031,292	\$ 2,137,968	\$ 2,150,107	
Ending Fund Balance	\$ 1,839,929	\$ 1,889,122	\$ 1,858,644	\$ 2,031,292	\$ 2,137,968	\$ 2,150,107	\$ 2,138,836	
% Reserved	83.14%	84.40%	80.19%	82.41%	84.48%	81.90%	80.75%	
A Breakdown of Road Use Tax (RUT) Fund								
Total Personnel Costs	\$ 716,197	\$ 720,228	\$ 766,800	\$ 805,140	\$ 845,397	\$ 887,667	\$ 932,050	
% of RUT Fund Expenditures	32.36%	32.18%	33.08%	32.67%	33.41%	33.81%	35.19%	

Street Repair Program

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Revenues							
Transfer from RUT Fund	\$ 377,966	\$ 388,854	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354
Other Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 377,966	\$ 388,854	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354
Projects*							
North Main Street	\$ 437,528						
Stewart Street				\$ 1,450,000			
North Front Street (Dubuque to Penn)						\$ 1,000,000	
Total Expenditures	\$ 437,528	\$ -	\$ -	\$ -	\$ 1,450,000	\$ -	\$ 1,000,000
Net Change in Fund Balance	\$ (59,562)	\$ 388,854	\$ 388,854	\$ 448,354	\$ (1,001,646)	\$ 448,354	\$ (551,646)
Beginning Fund Balance	\$ (671,317)	\$ (730,879)	\$ (342,025)	\$ 46,829	\$ 495,182	\$ (506,464)	\$ (58,110)
Ending Fund Balance	\$ (730,879)	\$ (342,025)	\$ 46,829	\$ 495,182	\$ (506,464)	\$ (58,110)	\$ (609,757)

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

Utility Rate Analysis

Waste Water Rate Increase Analysis					
		FY21	FY22	Difference	
Base Rate	\$	31.24	\$ 31.24	\$	-
Rate/1000 gallons	\$	5.63	\$ 5.63	\$	-
Consumption (in gallons)	Cost per Month		FY22 Increase		
	FY21	FY22	%	\$	
3,000	\$ 42.50	\$ 42.50	0%	\$	-
5,000	\$ 53.76	\$ 53.76	0%	\$	-
8,000	\$ 70.65	\$ 70.65	0%	\$	-
11,000	\$ 87.54	\$ 87.54	0%	\$	-

Water Rate Increase Analysis					
		FY21	FY22	Difference	
Base Rate	\$	17.10	\$ 17.44	\$	0.34
Rate/1000 gallons	\$	6.87	\$ 7.01	\$	0.14
Consumption (in gallons)	Cost per Month		FY22 Increase		
	FY21	FY22	%	\$	
3,000	\$ 30.84	\$ 31.45	2%	\$	0.62
5,000	\$ 44.58	\$ 45.47	2%	\$	0.89
8,000	\$ 65.19	\$ 66.49	2%	\$	1.30
11,000	\$ 85.80	\$ 87.51	2%	\$	1.72

Storm Water Rate Increase Analysis					
		FY21	FY22	Difference	
Base Rate	\$	2.00	\$ 2.00	\$	-
Rate/1000 gallons	\$	-	\$ -	\$	-
Consumption (in gallons)	Cost per Month		FY22 Increase		
	FY21	FY22	%	\$	
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					
Consumption (in gallons)	Cost per Month		FY22 Increase		
	FY21	FY22	%	\$	
3,000	\$ 75.34	\$ 75.95	1%	\$	0.62
5,000	\$ 100.34	\$ 101.23	1%	\$	0.89
8,000	\$ 137.84	\$ 139.14	1%	\$	1.30
11,000	\$ 175.34	\$ 177.05	1%	\$	1.72

Storm Water Utility

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Budget Inflation Rate		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Number of Accounts	8,932	9,066	9,202	9,340	9,480	9,622	9,767
Base Rate	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Revenues							
Storm Water Fees	\$ 214,368	\$ 214,616	\$ 225,347	\$ 224,160	\$ 227,523	\$ 230,936	\$ 234,400
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Use of Money	\$ 1,391	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Miscellaneous	\$ 10,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 226,129	\$ 215,616	\$ 226,347	\$ 225,160	\$ 228,523	\$ 231,936	\$ 235,400
Expenditures							
Budget Inflation Rate		42.02%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 95,979	\$ 103,395	\$ 109,554	\$ 115,032	\$ 120,783	\$ 126,822	\$ 133,164
Services & Commodities	\$ 51,814	\$ 85,600	\$ 90,100	\$ 94,605	\$ 99,335	\$ 104,302	\$ 109,517
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers							
Equipment Revolving	\$ 23,000	\$ 70,000	\$ 12,500	\$ 87,500	\$ 68,250	\$ 37,500	\$ 105,000
Capital Reserve	\$ -	\$ -	\$ -	\$ 389,000	\$ 78,000	\$ 155,000	\$ 125,000
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 31,900	\$ 28,869	\$ 26,685	\$ 25,791	\$ 22,157	\$ 23,265	\$ 24,428
Total	\$ 202,693	\$ 287,864	\$ 238,839	\$ 711,928	\$ 388,526	\$ 446,889	\$ 497,109
Net Change in Fund Balance	\$ 23,436	\$ (72,248)	\$ (12,492)	\$ (486,767)	\$ (160,003)	\$ (214,954)	\$ (261,709)
Beginning Fund Balance	\$ 154,139	\$ 177,575	\$ 105,327	\$ 92,835	\$ (393,932)	\$ (553,935)	\$ (768,889)
Ending Fund Balance	\$ 177,575	\$ 105,327	\$ 92,835	\$ (393,932)	\$ (553,935)	\$ (768,889)	\$ (1,030,598)
% Reserved	87.61%	36.59%	38.87%	-55.33%	-142.57%	-172.05%	-207.32%
A Breakdown of Storm Water Utility							
Total Personnel Costs	\$ 95,979	\$ 103,395	\$ 109,554	\$ 115,032	\$ 120,783	\$ 126,822	\$ 133,164
% of Storm Water Utility Expenditures	47.35%	35.92%	45.87%	16.16%	31.09%	28.38%	26.79%

REPLACE
locator
truck
(\$12.5K) w/
water,
sewer &
streets

Projects on
hold until
new billing
structure is
launched.

Waste Water Utility Budget & Forecast

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated	FY30 Estimated	FY31 Estimated	FY32 Estimated
Budget Inflation Rate		2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Number of Accounts	8,849	9,026	9,161	9,299	9,438	9,580	9,724	9,869	10,017	10,168	10,320	10,475	10,632
Gallons Sold	378,708,000	387,000,000	392,805,000	398,697,075	404,677,531	410,747,694	416,908,910	423,162,543	429,509,981	435,952,631	442,491,920	449,129,299	455,866,239
Proposed Rate Increase	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	2%
Base Rate	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.86	\$ 32.50
Rate/1000 Gallons	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.74	\$ 5.86
Revenues													
Waste Water Sales	\$ 4,827,711	\$ 4,901,919	\$ 4,975,448	\$ 5,050,080	\$ 5,125,831	\$ 5,202,718	\$ 5,280,759	\$ 5,359,971	\$ 5,440,370	\$ 5,521,976	\$ 5,604,805	\$ 5,802,655	\$ 6,007,489
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ 23,500	\$ 35,000	\$ 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	\$ 47,947	\$ 20,000	\$ 20,000	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Miscellaneous	\$ 16,129	\$ 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	\$ (36,754)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 4,878,533	\$ 4,962,919	\$ 5,036,448	\$ 5,081,380	\$ 5,157,131	\$ 5,234,018	\$ 5,312,059	\$ 5,391,271	\$ 5,471,670	\$ 5,553,276	\$ 5,636,105	\$ 5,833,955	\$ 6,038,789
Expenditures													
Budget Inflation Rate		9.30%	2.53%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 633,728	\$ 754,543	\$ 777,103	\$ 815,958	\$ 856,756	\$ 899,594	\$ 944,574	\$ 991,802	\$ 1,041,392	\$ 1,093,462	\$ 1,148,135	\$ 1,205,542	\$ 1,265,819
Services & Commodities	\$ 882,265	\$ 1,055,975	\$ 1,074,975	\$ 1,128,724	\$ 1,185,160	\$ 1,244,418	\$ 1,306,639	\$ 1,371,971	\$ 1,440,569	\$ 1,512,598	\$ 1,588,228	\$ 1,667,639	\$ 1,751,021
Capital	\$ -	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers													
Equipment Revolving	\$ 65,000	\$ 125,000	\$ 12,500	\$ 90,000	\$ 50,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Capital Reserve	\$ 530,388	\$ 570,083	\$ 475,000	\$ 390,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000
Revenue Debt	\$ 1,725,139	\$ 1,778,283	\$ 1,741,808	\$ 1,752,322	\$ 1,765,229	\$ 1,778,560	\$ 1,781,351	\$ 1,459,729	\$ 1,391,175	\$ 1,183,624	\$ 1,315,120	\$ 1,643,470	\$ 1,639,908
GO Debt	\$ 472,350	\$ 473,200	\$ 565,290	\$ 559,840	\$ 554,265	\$ 548,565	\$ 547,765	\$ 551,715	\$ 550,315	\$ 548,715	\$ 411,665	\$ 83,515	\$ 81,915
Billing & Accounting	\$ 303,049	\$ 274,255	\$ 240,166	\$ 252,174	\$ 264,783	\$ 278,022	\$ 291,923	\$ 306,519	\$ 321,845	\$ 337,938	\$ 354,835	\$ 372,576	\$ 391,205
Upcoming Projects													
SW Growth Utilities	\$ -	\$ -	\$ 281,879	\$ 280,851	\$ 283,131	\$ 281,670	\$ 283,449	\$ 281,415	\$ 282,567	\$ 283,308	\$ 283,670	\$ 285,000	\$ 285,000
Mid/Long Term Projects	\$ -	\$ -	\$ -	\$ 206,638	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,550	\$ 206,550
Total Expenditures	\$ 4,611,919	\$ 5,040,939	\$ 5,168,721	\$ 5,476,507	\$ 5,455,762	\$ 5,592,267	\$ 5,717,139	\$ 5,524,589	\$ 5,589,302	\$ 5,521,082	\$ 5,663,090	\$ 5,819,292	\$ 5,976,418
Net Change in Fund Balance	\$ 266,614	\$ (78,020)	\$ (132,273)	\$ (395,127)	\$ (298,631)	\$ (358,249)	\$ (405,079)	\$ (133,319)	\$ (117,632)	\$ 32,193	\$ (26,985)	\$ 14,663	\$ 62,371
Beginning Fund Balance	\$ 4,407,331	\$ 4,673,945	\$ 4,595,925	\$ 4,463,652	\$ 4,068,525	\$ 3,769,894	\$ 3,411,645	\$ 3,006,566	\$ 2,873,247	\$ 2,755,615	\$ 2,787,809	\$ 2,760,824	\$ 2,775,487
Ending Fund Balance	\$ 4,673,945	\$ 4,595,925	\$ 4,463,652	\$ 4,068,525	\$ 3,769,894	\$ 3,411,645	\$ 3,006,566	\$ 2,873,247	\$ 2,755,615	\$ 2,787,809	\$ 2,760,824	\$ 2,775,487	\$ 2,837,857
% Reserved	101.34%	91.17%	86.36%	74.29%	69.10%	61.01%	52.59%	52.01%	49.30%	50.49%	48.75%	47.69%	47.48%
Total Personnel Costs	\$ 633,728	\$ 754,543	\$ 777,103	\$ 815,958	\$ 856,756	\$ 899,594	\$ 944,574	\$ 991,802	\$ 1,041,392	\$ 1,093,462	\$ 1,148,135	\$ 1,205,542	\$ 1,265,819
% of Waste Water Utility Expenditures	13.74%	14.97%	15.03%	14.90%	15.70%	16.09%	16.52%	17.95%	18.63%	19.81%	20.27%	20.72%	21.18%
Debt Service Coverage													
Net Revenue/All Revenue Debt	1.95	1.77	1.83	1.79	1.76	1.74	1.72	2.07	2.15	2.49	2.20	1.80	1.84
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)	0.75	0.57	0.63	0.59	0.56	0.54	0.52	0.87	0.95	1.29	1.00	0.60	0.64
REPLACE locator truck (\$12.5K) w/ water, storm water & streets				Anticipate new debt for SW Growth Utilities to come on line.				REFURBISH manholes (\$70K); west trunk sewer (\$185K) REPLACE membranes (\$220K)					

Waste Water Utility Rate Analysis

Water Utility Budget & Forecast

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
	Actual	Budget	Budget	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Budget Inflation Rate	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Number of Accounts	9,090	9,090	9,226	9,365	9,505	9,648	9,793	9,939	10,088	10,240	10,393	10,549	10,708
Gallons Sold	376,000,000	402,084,000	408,115,260	414,236,989	420,450,544	426,757,302	433,158,661	439,656,041	446,250,882	452,944,645	459,738,815	466,634,897	473,634,421
Proposed Rate Increase	3.0%	3.0%	2.0%	2.0%	2.0%	0.0%	0.0%	0.0%	2.0%	3.0%	3.0%	3.0%	3.0%
Base Rate	\$ 16.60	\$ 17.10	\$ 17.44	\$ 17.79	\$ 18.14	\$ 18.14	\$ 18.14	\$ 18.14	\$ 18.51	\$ 19.06	\$ 19.63	\$ 20.22	\$ 20.83
Rate/1000 Gallons	\$ 6.67	\$ 6.87	\$ 7.01	\$ 7.15	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Revenues													
Water Sales	\$ 3,708,103	\$ 3,878,017	\$ 4,014,911	\$ 4,156,637	\$ 4,303,366	\$ 4,367,917	\$ 4,433,435	\$ 4,499,937	\$ 4,658,785	\$ 4,870,527	\$ 5,091,892	\$ 5,323,318	\$ 5,565,263
Sales Tax	\$ 237,342	\$ 232,681	\$ 240,895	\$ 249,398	\$ 258,202	\$ 262,075	\$ 266,006	\$ 269,996	\$ 279,527	\$ 292,232	\$ 305,514	\$ 319,399	\$ 333,916
Connection Fees/Permits	\$ 92,330	\$ 108,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000
Use of Money	\$ 33,749	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Miscellaneous	\$ 10,831	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ (34,443)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 4,047,912	\$ 4,239,198	\$ 4,379,305	\$ 4,529,535	\$ 4,685,068	\$ 4,753,492	\$ 4,822,942	\$ 4,893,433	\$ 5,061,812	\$ 5,286,258	\$ 5,520,906	\$ 5,766,218	\$ 6,022,679
Expenditures													
Budget Inflation Rate		18.29%	-0.54%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 635,644	\$ 688,958	\$ 739,051	\$ 776,004	\$ 814,804	\$ 855,544	\$ 898,321	\$ 943,237	\$ 990,399	\$ 1,039,919	\$ 1,091,915	\$ 1,146,511	\$ 1,203,836
Services & Commodities	\$ 1,099,176	\$ 1,134,295	\$ 1,179,695	\$ 1,238,680	\$ 1,300,614	\$ 1,365,644	\$ 1,433,927	\$ 1,505,623	\$ 1,580,904	\$ 1,659,949	\$ 1,742,947	\$ 1,830,094	\$ 1,921,599
Capital	\$ 12,181	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Transfers													
Equipment Revolving	\$ 124,000	\$ 35,000	\$ 62,500	\$ -	\$ 125,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Capital Reserve	\$ 165,000	\$ 200,000	\$ 145,000	\$ 120,000	\$ 70,000	\$ 225,000	\$ 220,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Revenue Debt	\$ 1,034,275	\$ 1,727,505	\$ 1,526,878	\$ 1,503,791	\$ 1,274,841	\$ 1,271,871	\$ 1,625,168	\$ 1,503,240	\$ 1,500,000	\$ 1,497,340	\$ 1,494,240	\$ 1,490,700	\$ 1,487,720
GO Debt	\$ 393,350	\$ 320,750	\$ 319,950	\$ 244,050	\$ 249,550	\$ 249,850	\$ 250,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 303,049	\$ 274,255	\$ 240,166	\$ 252,174	\$ 264,783	\$ 278,022	\$ 291,923	\$ 306,519	\$ 321,845	\$ 337,938	\$ 354,835	\$ 372,576	\$ 391,205
Upcoming Projects													
SW Growth Utilities	\$ -	\$ -	\$ 143,603	\$ 143,103	\$ 144,542	\$ 143,792	\$ 144,943	\$ 143,863	\$ 144,653	\$ 143,165	\$ 143,561	\$ 144,000	\$ 144,000
Maintenance Facility Addition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,683	\$ 137,341	\$ 137,864	\$ 138,262	\$ 138,485	\$ 135,304	\$ 135,304
Control Bldgs & Generators (4&5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,671	\$ 159,114	\$ 160,715	\$ 159,880	\$ 159,880
Plant Expansion & Well(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 308,296	\$ 307,221	\$ 310,311	\$ 310,311
Total Expenditures	\$ 3,766,675	\$ 4,455,763	\$ 4,431,843	\$ 4,352,802	\$ 4,319,133	\$ 4,539,724	\$ 5,151,015	\$ 4,889,824	\$ 5,185,337	\$ 5,608,983	\$ 5,758,918	\$ 5,914,376	\$ 6,078,855
Net Change in Fund Balance	\$ 281,237	\$ (216,565)	\$ (52,538)	\$ 176,734	\$ 365,935	\$ 213,768	\$ (328,073)	\$ 3,610	\$ (123,525)	\$ (322,725)	\$ (238,013)	\$ (148,159)	\$ (56,176)
Beginning Fund Balance	\$ 1,375,814	\$ 1,657,051	\$ 1,440,486	\$ 1,387,948	\$ 1,564,681	\$ 1,930,616	\$ 2,144,384	\$ 1,816,311	\$ 1,819,921	\$ 1,696,396	\$ 1,373,671	\$ 1,135,658	\$ 987,500
Ending Fund Balance	\$ 1,657,051	\$ 1,440,486	\$ 1,387,948	\$ 1,564,681	\$ 1,930,616	\$ 2,144,384	\$ 1,816,311	\$ 1,819,921	\$ 1,696,396	\$ 1,373,671	\$ 1,135,658	\$ 987,500	\$ 931,324
% Reserved	43.99%	32.33%	31.32%	35.95%	44.70%	47.24%	35.26%	37.22%	32.72%	24.49%	19.72%	16.70%	15.32%
Total Personnel Costs	\$ 635,644	\$ 688,958	\$ 739,051	\$ 776,004	\$ 814,804	\$ 855,544	\$ 898,321	\$ 943,237	\$ 990,399	\$ 1,039,919	\$ 1,091,915	\$ 1,146,511	\$ 1,203,836
% of Water Utility Expenditures	16.88%	15.46%	16.68%	17.83%	18.86%	18.85%	17.44%	19.29%	19.10%	18.54%	18.96%	19.39%	19.80%
Debt Service Coverage													
Net Revenue/All Revenue Debt	2.22	1.36	1.56	1.62	1.96	1.93	1.49	1.58	1.61	1.69	1.76	1.84	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)	1.02	0.16	0.36	0.42	0.76	0.73	0.29	0.38	0.41	0.49	0.56	0.64	0.71
NEW used semi-truck (\$50K) REPLACE locator truck (\$12.5K) w/ sewer, storm water & streets				Anticipate new debt for SW Growth Utilities to come on line.				ADD GIS Mapping Database: 2 of 2 (\$45K) REFURBISH ground storage tank (\$20K) REPLACE membranes (\$80K)					

Water Utility Budget & Forecast

Water Rate Increase Analysis																				
		Monthly Water Costs Based on Usage																		
		FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32						
Consumption in Gallons	3,000	\$ 29.94	\$ 30.84	\$ 31.45	\$ 32.08	\$ 32.73	\$ 32.73	\$ 32.73	\$ 32.73	\$ 33.38	\$ 34.38	\$ 35.41	\$ 36.48	\$ 37.57						
	5,000	\$ 43.28	\$ 44.58	\$ 45.47	\$ 46.38	\$ 47.31	\$ 47.31	\$ 47.31	\$ 47.31	\$ 48.25	\$ 49.70	\$ 51.19	\$ 52.73	\$ 54.31						
	8,000	\$ 63.29	\$ 65.19	\$ 66.49	\$ 67.82	\$ 69.18	\$ 69.18	\$ 69.18	\$ 69.18	\$ 70.56	\$ 72.68	\$ 74.86	\$ 77.11	\$ 79.42						
	11,000	\$ 83.30	\$ 85.80	\$ 87.51	\$ 89.27	\$ 91.05	\$ 91.05	\$ 91.05	\$ 91.05	\$ 92.87	\$ 95.66	\$ 98.53	\$ 101.48	\$ 104.53						
	15,000	\$ 109.98	\$ 113.28	\$ 115.54	\$ 117.86	\$ 120.21	\$ 120.21	\$ 120.21	\$ 120.21	\$ 122.62	\$ 126.30	\$ 130.08	\$ 133.99	\$ 138.01						
	3,000		\$ 0.90	\$ 0.62	\$ 0.63	\$ 0.64	\$ -	\$ -	\$ -	\$ 0.65	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.09						
	5,000		\$ 1.30	\$ 0.89	\$ 0.91	\$ 0.93	\$ -	\$ -	\$ -	\$ 0.95	\$ 1.45	\$ 1.49	\$ 1.54	\$ 1.58						
	8,000		\$ 1.90	\$ 1.30	\$ 1.33	\$ 1.36	\$ -	\$ -	\$ -	\$ 1.38	\$ 2.12	\$ 2.18	\$ 2.25	\$ 2.31						
	11,000		\$ 2.50	\$ 1.72	\$ 1.75	\$ 1.79	\$ -	\$ -	\$ -	\$ 1.82	\$ 2.79	\$ 2.87	\$ 2.96	\$ 3.04						
	15,000		\$ 3.30	\$ 2.27	\$ 2.31	\$ 2.36	\$ -	\$ -	\$ -	\$ 2.40	\$ 3.68	\$ 3.79	\$ 3.90	\$ 4.02						
	3,000		\$ 10.78	\$ 7.40	\$ 7.55	\$ 7.70	\$ -	\$ -	\$ -	\$ 7.85	\$ 12.02	\$ 12.38	\$ 12.75	\$ 13.13						
	5,000		\$ 15.58	\$ 10.70	\$ 10.91	\$ 11.13	\$ -	\$ -	\$ -	\$ 11.35	\$ 17.37	\$ 17.89	\$ 18.43	\$ 18.98						
	8,000		\$ 22.78	\$ 15.65	\$ 15.96	\$ 16.28	\$ -	\$ -	\$ -	\$ 16.60	\$ 25.40	\$ 26.16	\$ 26.95	\$ 27.76						
	11,000		\$ 29.99	\$ 20.59	\$ 21.00	\$ 21.42	\$ -	\$ -	\$ -	\$ 21.85	\$ 33.43	\$ 34.44	\$ 35.47	\$ 36.53						
	15,000		\$ 39.59	\$ 27.19	\$ 27.73	\$ 28.29	\$ -	\$ -	\$ -	\$ 28.85	\$ 44.14	\$ 45.47	\$ 46.83	\$ 48.24						

Tax Increment Financing (TIF) Summary of Existing & Forecasted Debt

Fiscal Year	TIF Valuation	TIF Revenue	Current TIF Bond Payments												Projected TIF Bond Payments					Total Debt Transfers	Holdover Funds	Beginning Cash	Surplus/ (Deficit)	Ending Cash	
			TIF Rebates	Repayment of Fund	2012B	2012	2013C	2014C	2015A	2017A	2017B	2018A	FGR Agreement	2019A	2020A	2022 Projects	2023 Projects	2024 Projects	2025 Projects						2026 Projects
2020	\$ 179,698,993	\$ 4,778,458	\$ 846,018		\$ 196,478	\$ 40,000	\$ 390,838	\$ 343,700	\$ 293,450	\$ 139,250	\$ 1,283,381	\$ 360,370	\$ 310,000	\$ 557,199						\$ 4,760,684	\$ -	\$ 1,663,990	\$ 17,774	\$ 1,681,764	
2021	\$ 209,426,140	\$ 5,632,284	\$ 846,983		\$ 194,358	\$ 40,000	\$ 393,938	\$ 337,700	\$ 293,350	\$ 135,650	\$ 1,285,281	\$ 609,603	\$ 325,000	\$ 976,678						\$ 5,438,541	\$ -	\$ 1,681,764	\$ 193,743	\$ 1,875,507	
2022	\$ 197,218,456	\$ 5,280,820	\$ 1,042,037	\$ 100,000	\$ 196,760	\$ 40,000	\$ 401,638	\$ 336,500	\$ 293,150	\$ 142,050	\$ 526,681	\$ 354,620	\$ 325,000	\$ 946,700	\$ 575,684					\$ 5,280,820	\$ -	\$ 1,875,507	\$ -	\$ 1,875,507	
2023	\$ 188,997,031	\$ 5,060,679	\$ 900,000	\$ 100,000	\$ 198,315	\$ 40,000	\$ 403,263	\$ 344,800	\$ 297,700	\$ 137,950	\$ 527,181	\$ 351,670	\$ 325,000	\$ 950,500	\$ 484,300					\$ 5,060,679	\$ -	\$ 1,875,507	\$ -	\$ 1,875,507	
2024	\$ 173,605,526	\$ 4,648,548	\$ 700,000	\$ 100,000			\$ 409,600	\$ 343,300	\$ 297,200	\$ 139,050	\$ 523,081	\$ 348,570		\$ 948,900	\$ 481,300	\$ 457,547				\$ 4,748,548	\$ 100,000	\$ 1,875,507	\$ (100,000)	\$ 1,775,507	
2025	\$ 163,757,002	\$ 4,384,839	\$ 700,000					\$ 341,700	\$ 296,600		\$ 523,881	\$ 350,320		\$ 957,000	\$ 478,200	\$ 457,557	\$ 429,581			\$ 4,534,839	\$ 150,000	\$ 1,775,507	\$ (150,000)	\$ 1,625,507	
2026	\$ 160,170,774	\$ 4,288,813	\$ 700,000						\$ 300,900		\$ 524,481	\$ 346,770		\$ 949,600	\$ 475,000	\$ 460,373	\$ 429,590	\$ 252,098		\$ 4,438,813	\$ 150,000	\$ 1,625,507	\$ (150,000)	\$ 1,475,507	
2027	\$ 156,863,468	\$ 4,200,255	\$ 650,000								\$ 529,881	\$ 348,070		\$ 462,000	\$ 466,700	\$ 463,071	\$ 432,234	\$ 255,046	\$ 593,253	\$ 4,200,255	\$ -	\$ 1,475,507	\$ -	\$ 1,475,507	
2028	\$ 156,050,704	\$ 4,178,492	\$ 650,000								\$ 529,363	\$ 344,070		\$ 458,800	\$ 463,400	\$ 458,479	\$ 434,767	\$ 252,554	\$ 593,266	\$ 443,793	\$ 4,628,492	\$ 450,000	\$ 1,475,507	\$ (450,000)	\$ 1,025,507
2029	\$ 149,274,240	\$ 3,997,042	\$ 650,000								\$ 533,000			\$ 460,500	\$ 465,000	\$ 460,854	\$ 430,456	\$ 256,513	\$ 596,917	\$ 443,803	\$ 4,297,042	\$ 300,000	\$ 1,025,507	\$ (300,000)	\$ 725,507
2030	\$ 138,729,302	\$ 3,714,685	\$ 600,000											\$ 457,000	\$ 461,400	\$ 462,773	\$ 432,685	\$ 253,879	\$ 600,414	\$ 446,534	\$ 3,714,685	\$ -	\$ 725,507	\$ -	\$ 725,507
2031	\$ 138,775,473	\$ 3,715,921	\$ 600,000											\$ 458,400	\$ 457,700	\$ 464,097	\$ 434,487	\$ 257,626	\$ 594,461	\$ 449,151	\$ 3,715,921	\$ -	\$ 725,507	\$ -	\$ 725,507
2032	\$ 138,321,158	\$ 3,703,756	\$ 600,000											\$ 459,600	\$ 453,900	\$ 457,681	\$ 435,730	\$ 254,608	\$ 597,540	\$ 444,697	\$ 3,703,756	\$ -	\$ 725,507	\$ -	\$ 725,507

Projects completed, money borrowed & actual payment schedule finalized.

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

Summary of Proposed Debt		
	Amount	Term
2021 Projects	\$ 4,900,000	12
2022 Projects	\$ 4,600,000	12
2023 Projects	\$ 2,280,000	12
2024 Projects	\$ 990,000	10
2025 Projects	\$ 6,350,000	12
2026 Projects	\$ 2,950,000	12
TOTAL	\$ 22,070,000	
For additional information about projects, refer to CIP.		

General Obligation (GO) Summary of Existing & Forecasted Debt

Current GO Bond Payments										Upcoming GO Bond Payments		Projected GO Bond Payments										
Fiscal Year	Debt Service Valuation	Valuation Growth	2013A	2013B	2015A	2017A	2018A	FGR Agreement	2020A	2020 Projects	2021 Projects	2022 Projects	2023 Projects	2024 Projects	2025 Projects	2026 Projects	Total Payments	Holdover Funds	State Backfill	Tax Rate	Increase	
2020	\$ 1,091,012,789		\$ 279,890	\$ 156,778	\$ 91,950	\$ 351,600	\$ 114,163	\$ 325,000									\$ 1,319,381		\$ 36,577	\$ 1.21		
2021	\$ 1,136,909,944	4.21%	\$ 275,990	\$ 158,978	\$ 90,350	\$ 207,300	\$ 116,763	\$ 325,000	\$ 85,372								\$ 1,259,753	\$ 100,670	\$ 15,793	\$ 0.93	\$ (0.28)	
2022	\$ 1,181,789,276	3.95%	\$ 276,440	\$ 161,078	\$ 88,750	\$ 202,050	\$ 114,213	\$ 325,000	\$ 505,115								\$ 1,672,646	\$ 200,000	\$ 34,870	\$ 1.22	\$ 0.29	
2023	\$ 1,217,242,954	3.00%	\$ 276,405	\$ 162,928	\$ 92,150	\$ 196,800	\$ 116,663	\$ 325,000	\$ 501,915	\$ 493,567							\$ 2,165,428	\$ 600,000	\$ -	\$ 1.29	\$ 0.07	
2024	\$ 1,253,760,243	3.00%		\$ 164,440	\$ 90,450	\$ 201,550	\$ 113,963		\$ 493,615	\$ 492,226	\$ 33,256						\$ 1,589,499	\$ -	\$ -	\$ 1.27	\$ (0.02)	
2025	\$ 1,291,373,050	3.00%			\$ 93,750	\$ 126,100	\$ 111,263		\$ 490,315	\$ 494,598	\$ 33,644	\$ 392,445					\$ 1,742,116	\$ 100,000	\$ -	\$ 1.27	\$ 0.00	
2026	\$ 1,330,114,242	3.00%			\$ 91,950	\$ 127,650	\$ 113,563		\$ 486,915	\$ 490,097	\$ 33,316	\$ 392,454	\$ 409,409				\$ 2,145,353	\$ 400,000	\$ -	\$ 1.31	\$ 0.04	
2027	\$ 1,370,017,669	3.00%				\$ 129,050	\$ 110,713		\$ 483,415	\$ 492,273	\$ 33,838	\$ 394,869	\$ 409,418	\$ 364,479			\$ 2,418,055	\$ 400,000	\$ -	\$ 1.47	\$ 0.16	
2028	\$ 1,411,118,199	3.00%					\$ 112,863		\$ 479,815	\$ 494,208	\$ 33,490	\$ 397,183	\$ 411,937	\$ 364,487	\$ 416,286		\$ 2,710,269	\$ 126,448	\$ -	\$ 1.83	\$ 0.36	
2029	\$ 1,453,451,745	3.00%					\$ 109,863		\$ 476,115	\$ 488,928	\$ 33,985	\$ 393,245	\$ 414,351	\$ 366,730	\$ 416,295	\$ 275,537	\$ 2,975,048	\$ -	\$ -	\$ 2.05	\$ 0.22	
2030	\$ 1,497,055,297	3.00%					\$ 111,863		\$ 472,315	\$ 489,904	\$ 33,587	\$ 395,281	\$ 410,242	\$ 368,879	\$ 418,857	\$ 275,543	\$ 2,976,471	\$ -	\$ -	\$ 1.99	\$ (0.06)	
2031	\$ 1,541,966,956	3.00%					\$ 108,608		\$ 468,415	\$ 490,276	\$ 33,151	\$ 396,927	\$ 412,367	\$ 365,221	\$ 421,311	\$ 277,239	\$ 2,973,514	\$ -	\$ -	\$ 1.93	\$ (0.06)	
2032	\$ 1,588,225,965	3.00%							\$ 464,415	\$ 490,114	\$ 33,253	\$ 398,063	\$ 414,084	\$ 367,113	\$ 417,133	\$ 278,863	\$ 2,863,038	\$ -	\$ -	\$ 1.80	\$ (0.13)	

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
2020 Projects	\$ 6,356,000	15
2021 Projects	\$ 300,000	10
2022 Projects	\$ 3,850,000	12
2023 Projects	\$ 4,380,000	12
2024 Projects	\$ 3,900,000	12
2025 Projects	\$ 4,455,000	12
2026 Projects	\$ 2,950,000	12
TOTAL	\$ 26,191,000	
For additional information about projects, refer to CIP.		

General Fund Revenue Projections (\$8.10 Levy)

	FY21		FY22	FY23	FY24	FY25	FY26	FY27						
	Actual		Budget	Estimated	Estimated	Estimated	Estimated	Estimated						
Taxable Valuation	\$	1,091,012,789	\$	1,136,909,944	\$	1,217,242,954	\$	1,253,760,243	\$	1,291,373,050	\$	1,330,114,242		
TIF Valuation	\$	179,698,993	\$	209,426,140	\$	197,218,456	\$	188,997,031	\$	173,605,526	\$	163,757,002	\$	160,170,774
General Fund Valuation	\$	911,313,796	\$	927,483,804	\$	984,570,820	\$	1,028,245,923	\$	1,080,154,717	\$	1,127,616,048	\$	1,169,943,468
General Fund Revenues														
Generated by the \$8.10 Levy	\$	7,381,642	\$	7,512,619	\$	7,975,024	\$	8,328,792	\$	8,749,253	\$	9,133,690		
Additional General Fund Revenue Generated by the \$8.10 Levy			\$	(240,790)	\$	98,882	\$	66,594	\$	124,671	\$	79,773		

Property Tax Rate Analysis

Annual Property Tax Rate Projections & Comparisons

	FY20		FY21		FY22		FY23		FY24		FY25		FY26	
General Fund	\$	8.10	\$	8.10	\$	8.10	\$	8.10	\$	8.10	\$	8.10	\$	8.10
Special Reserves	\$	1.72	\$	2.00	\$	2.00	\$	2.00	\$	2.00	\$	2.00	\$	2.00
Debt Service	\$	1.21	\$	0.93	\$	1.22	\$	1.29	\$	1.27	\$	1.27	\$	1.31
Total	\$	11.03	\$	11.03	\$	11.32	\$	11.39	\$	11.37	\$	11.37	\$	11.41
\$ Adjustment			\$	-	\$	0.29	\$	0.07	\$	(0.02)	\$	0.00	\$	0.04
% Adjustment				0.00%		2.60%		0.61%		-0.16%		0.03%		0.36%

Residential Property Tax Projections & Comparisons

	FY20		FY21		FY22		FY23		FY24		FY25		FY26		Annual Average Increase
Home Value															
\$100,000	\$	627.94	\$	607.60	\$	638.50	\$	642.41	\$	641.38	\$	641.60	\$	643.89	
Annual Adjustment			\$	(20.34)	\$	30.90	\$	3.92	\$	(1.03)	\$	0.22	\$	2.29	\$ 2.66
\$200,000	\$	1,255.89	\$	1,215.20	\$	1,276.99	\$	1,284.83	\$	1,282.77	\$	1,283.20	\$	1,287.78	
Annual Adjustment			\$	(40.68)	\$	61.79	\$	7.83	\$	(2.06)	\$	0.43	\$	4.58	\$ 5.32
\$300,000	\$	1,883.83	\$	1,822.80	\$	1,915.49	\$	1,927.24	\$	1,924.15	\$	1,924.80	\$	1,931.67	
Annual Adjustment			\$	(61.03)	\$	92.69	\$	11.75	\$	(3.09)	\$	0.65	\$	6.87	\$ 7.97
Rollback		56.92%		55.07%		56.41%		56.41%		56.41%		56.41%		56.41%	

Commercial Property Tax Projections & Comparisons

	FY20		FY21		FY22		FY23		FY24		FY25		FY26		Annual Average Increase
Building Value															
\$100,000	\$	992.92	\$	992.91	\$	1,018.71	\$	1,024.96	\$	1,023.31	\$	1,023.66	\$	1,027.31	
Annual Adjustment			\$	(0.00)	\$	25.79	\$	6.25	\$	(1.64)	\$	0.34	\$	3.65	\$ 5.73
\$300,000	\$	2,978.75	\$	2,978.74	\$	3,056.13	\$	3,074.87	\$	3,069.94	\$	3,070.98	\$	3,081.93	
Annual Adjustment			\$	(0.01)	\$	77.38	\$	18.75	\$	(4.93)	\$	1.03	\$	10.96	\$ 17.20
\$500,000	\$	4,964.58	\$	4,964.57	\$	5,093.55	\$	5,124.79	\$	5,116.57	\$	5,118.29	\$	5,136.55	
Annual Adjustment			\$	(0.01)	\$	128.97	\$	31.25	\$	(8.22)	\$	1.72	\$	18.26	\$ 28.66
Rollback		90.00%		90.00%		90.00%		90.00%		90.00%		90.00%		90.00%	



FY 2022 - FY 2026
updated February 5, 2021

City of North Liberty, Iowa

Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)

PROJECT SCHEDULE FOR FY22: JULY 1, 2021 - JUNE 30, 2022

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
								\$ 6,240,453	\$ 194,453	\$ 487,500	\$ 12,500	\$ 207,500	\$ 3,147,000	\$ 620,000	\$ -	\$ 15,000	\$ 282,500	\$ -	\$ -	\$ 1,274,000
Administration	22ADMN01	FACILITY	New Construction	Administrative Campus Design	Phase 2 - City Hall Addition		Design a new City Hall to accommodate administration, billing, building, communications, planning, human resources and City Council chambers.	\$ 600,000										FY20 Balance Allocation Priority =		\$ 300,000
																		Future GO Bond =		\$ 300,000
	22ADMN02	SYSTEM	Replacement	Comprehensive Plan Update	One-time		Hire consultant to coordinate an overhaul of North Liberty's Comprehensive Plan under the direction of City Planner & Administration, with assistance from Council & the public.	\$ 100,000										FY20 Balance Allocation =		\$ 100,000
Fire	22FIRE01	FACILITY	Improvement	Fire Station Alerting System	One-time		Incorporate a fire station alerting system into the existing fire station.	\$ 62,000										FY20 Balance Allocation =		\$ 62,000
	22FIRE02	FLEET	Replacement	Off Road Brush Fire Truck	One-time		Replace 2006 Alexis quick attack 4X4 for grass & field fires.	\$ 270,000										FY20 Balance Allocation =		\$ 150,000
																		TBD =		\$ 120,000
Parks	22PARK01	FLEET	Replacement	Multi-purpose Tractors (2)	One-time		Replace 2011 & 2012 John Deere 1565 front rotary mowers used for snow removal with two (2) Avant 528 multi-purpose tractors.	\$ 84,000	\$ 84,000											
	22PARK02	PARK	New Construction	Centennial Park - Road	One-time	Park 2018 Priority 1	Complete the park road.	\$ 620,000						\$ 620,000						
	22PARK03	PARK	Improvement	Penn Meadows Park - Tennis Courts	One-time		Resurface tennis courts & convert two courts to six pickleball courts.	\$ 100,000										FY20 Balance Allocation =		\$ 100,000
	22PARK04	TRAIL	New Construction	New Segment - Penn Meadows	One-time	Park 2018 Priority 2	Install concrete border with ADA ramp and sidewalk connection in the middle playground area.	\$ 15,000								\$ 15,000				
	22PARK05	TRAIL	Maintenance/Cleaning	Repairs - Forevergreen Road Trail	One-time	Park 2018 Priority 2	Regrade and replace section of trail west of Keystone Place.	\$ 147,000					\$ 147,000							
Police	22POLC01	FLEET	Replacement	Drug Task Force Vehicle	Ongoing		Replace drug task force vehicle (212).	\$ 20,000	\$ 20,000											
	22POLC02	FLEET	Replacement	Patrol Car	Ongoing		Replace patrol car (203), including related equipment.	\$ 45,453	\$ 45,453											
Recreation & Aquatics	22RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 45,000	\$ 45,000											
	22RECR02	FACILITY	Maintenance/Cleaning	Aquatic - Ceiling Tiles	One-time		Replace acoustic ceiling tiles.	\$ 11,000										FY20 Balance Allocation =		\$ 11,000
	22RECR03	FACILITY	Improvement	Aquatic - Heaters	One-time		Replace pool heaters (may need to construct separate building to house equipment).	\$ 70,000										FY20 Balance Allocation =		\$ 70,000
	22RECR04	FACILITY	Maintenance/Cleaning	Aquatic - Lighting	One-time		Replace underwater lights in outdoor pool.	\$ 14,000										FY20 Balance Allocation =		\$ 14,000
	22RECR05	FACILITY	Improvement	Community Center - HVAC	One-time		Replace Johnson Controls Metasys Building Automation System servicing building.	\$ 33,000										FY20 Balance Allocation =		\$ 33,000
	22RECR06	FACILITY	Maintenance/Cleaning	Community Center - Painting	One-time		Repaint exterior of building.	\$ 14,000										FY20 Balance Allocation =		\$ 14,000
Streets	22STRE01	EQUIPMENT	New Purchase	Soil Conditioner	One-time		Add dirt finisher attachment to prepare soil for the skid steer.	\$ 10,000									\$ 10,000			
	22STRE02	EQUIPMENT	New Purchase	Skid Steer Attachments	One-time		Add street planer, combination bucket, sweeper with gutter broom, stump grinder, tilt attachments for the skid steer.	\$ 40,000									\$ 40,000			
	22STRE03	FLEET	Replacement	Dump Truck & Snow Equipment	One-time		Replace 2011 International tandem axle dump truck and snow equipment.	\$ 220,000									\$ 220,000			
	22STRE04	STREET	Improvement	Dubuque Street	Phase D1	Dubuque Street Reconstruction Plan	Reconstruct Dubuque Street to 29ft wide urban cross-section from Main Street to Cherry Street (1/4 mile). Reconfigure where Front Street and Cherry Street intersect with Dubuque Street. Improve sidewalk to 5' trail on both sides of road.	\$ 3,000,000					\$ 3,000,000							
Waste Water	22WAST01	FACILITY	Replacement	Membrane Train Cassettes	Ongoing		Replace 5 of the 12 2008 GE membrane train cassettes in the membrane bioreactor (MBR) plant and convert to LEAP Air.	\$ 220,000		\$ 220,000										
	22WAST02	SYSTEM	Improvement	Manhole Rehabilitation	Ongoing		Rehabilitate aging and deteriorated manholes as needed to avoid infiltration of ground water.	\$ 70,000		\$ 70,000										
	22WAST03	SYSTEM	Maintenance/Cleaning	West Trunk Sewer Repair	Phase 4		Annual designation of funds to line the 24" west trunk sewer main with a repairing and protective coating.	\$ 185,000		\$ 185,000										
Water	22WATR01	FLEET	New Purchase	Semi Truck (used)	One-time		Add used semi truck to pull 80,000 lbs trailer.	\$ 50,000				\$ 50,000								
	22WATR02	SYSTEM	Maintenance/Cleaning	Ground Storage Tank	One-time		Drain, clean, and inspect 750,000 gallon ground storage tank.	\$ 20,000				\$ 20,000								
	22WATR03	SYSTEM	Replacement	Membrane Train Modules	4 of 5		Annual designation of funds to replace the Harn membrane train modules in the water plant.	\$ 80,000				\$ 80,000								
Combination Public Works	22WORK01	FLEET	Replacement - storm, streets, waste & water	Utility Locator Vehicle	One-time		Replace 2011 Ford Ranger pickup truck.	\$ 50,000		\$ 12,500	\$ 12,500	\$ 12,500				\$ 12,500				
	22WORK02	SYSTEM	Improvement - storm, streets, waste & water	GIS Mapping of Systems	2 of 3		Set aside for new utility GIS mapping application for sanitary sewer, storm sewer, and water networks.	\$ 45,000				\$ 45,000								

City of North Liberty, Iowa
Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)

PROJECT SCHEDULE FOR FY23: JULY 1, 2022 - JUNE 30, 2023

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
								\$ 16,143,000	\$ 533,500	\$ 480,000	\$ 476,500	\$ 120,000	\$ 7,959,000	\$ 3,809,000	\$ 520,000	\$ -	\$ 295,000	\$ -	\$ -	\$ 1,950,000
Administration	23ADMN01	FACILITY	New Construction	Administrative Campus	Phase 2 - City Hall Addition		Design and construct a new City Hall to accommodate administration, billing, building, communications, planning, human resources and City Council chambers. Includes addition to Police Headquarters.	\$ 7,000,000					\$ 7,000,000							
Communications	23COMM01	EQUIPMENT	Replacement	Digital Signage	One-time		Replaces monitors, other hardware and software used for internal, aging digital signage.	\$ 20,000	\$ 20,000											
Fire	23FIRE01	EQUIPMENT	Replacement	Air Compressor/Cascade System/SCBA Fill Station	One-time		Replace 1998 air compressor used to fill SCBA cylinders.	\$ 75,000										Fire Department Capital Reserve Fund =	\$ 75,000	
	23FIRE02	FACILITY	New Construction	Training Facility Infrastructure	One-time		Construct a concrete pad, road & hydrant for new training facility.	\$ 329,000					\$ 329,000							
Parks	23PARK01	EQUIPMENT	Replacement	Sprayer/Fertilizer	One-time		Replace 2006 PermaGreen sprayer/fertilizer machine with new Z-Spray Z-Max machine.	\$ 11,500	\$ 11,500											
	23PARK02	FACILITY	Improvement	Parks Shop - Driveway	One-time	Park 2018 Priority 3	Improve Parks Shop access by adding a concrete driveway.	\$ 75,000	\$ 75,000											
	23PARK03	FLEET	Replacement	Dump Truck	One-time		Replace 2006 Ford F350 dump truck with new Ford F450 dump truck with stainless steel dump box and sander & snowplow attachments.	\$ 75,000	\$ 37,500		\$ 37,500									
	23PARK04	FLEET	Replacement	Gator Utility Vehicle	One-time		Replace 2014 John Deere XUV 825i Gator Utility Vehicle with new utility vehicle.	\$ 17,500	\$ 17,500											
	23PARK05	FLEET	Replacement	Lawn Tractor - Ballfield	One-time		Replace 2012 John Deere X748 lawn tractor used for ballfield maintenance with new lawn tractor.	\$ 16,000	\$ 16,000											
	23PARK06	FLEET	Replacement	Pickup Truck	One-time		Replace 2015 Ford F-250 pickup truck with new pickup.	\$ 30,000	\$ 30,000											
	23PARK07	PARK	Improvement	Babe Ruth Field - Backstop	One-time		Improve ballfield backstop due to the orientation of the new parking lot.	\$ 30,000	\$ 30,000											
	23PARK08	PARK	New Construction	Babe Ruth Field - Restrooms/Concessions	One-time	Park 2018 Priority 1	Upgrade or replace restrooms/concessions/ storage building (possible joint project with field users).	\$ 60,000											Fundraising & Grants =	\$ 60,000
	23PARK09	PARK	New Construction	Centennial Park	One-time	Park 2018 Priority 2	Construct pavilion, outdoor performance venue & 5,000 sqft splash pad.	\$ 3,500,000						\$ 2,750,000					Fundraising & Grants =	\$ 750,000
	23PARK10	PARK	New Construction	Centennial Park - Shelter	One-time	Park 2018 Priority 1	Construct a shelter.	\$ 80,000											TBD =	\$ 80,000
	23PARK11	PARK	New Construction	Penn Meadows Park - Ball Field	One-time	Park 2018 Priority 3	Add ballfield lighting to north and/or south 4plex.	\$ 500,000											TBD =	\$ 500,000
	23PARK12	PARK	New Construction	Penn Meadows Park - Lighting	One-time	Park 2018 Priority 3	Add lighting to north parking lot.	\$ 100,000					\$ 100,000							
	23PARK13	PARK	Maintenance/Cleaning	Penn Meadows Park - Parking	One-time	Park 2018 Priority 3	Repair & resurface existing north parking lot.	\$ 190,000											TBD =	\$ 190,000
	23PARK14	PARK	New Construction	Penn Meadows Park - Parking	One-time	Park 2018 Priority 3	Expand the existing north parking lot.	\$ 175,000											TBD =	\$ 175,000
	23PARK15	PARK	New Construction	Ranshaw House - Fitness Equipment	One-time		Install senior outdoor fitness equipment.	\$ 120,000											Fundraising & Grants =	\$ 120,000
	23PARK16	TRAIL	Improvement	Widen Segment - Trails Plan	Ongoing	Trails 2009 Priority 6	Widen 1,448' segment on North Kansas Avenue from North Madison Avenue to West Lake Road.	\$ 180,000					\$ 180,000							
	23PARK17	TRAIL	New Construction	Trail Lighting	Ongoing	Park 2018 Priority 1	Install LED trail lighting at various locations.	\$ 100,000					\$ 100,000							
Police	23POLC01	FLEET	New Purchase	Administrative Vehicle	Ongoing		Add unmarked vehicle for administrative lieutenant (215).	\$ 25,000	\$ 25,000											
	23POLC02	FLEET	Replacement	Investigations Vehicle	Ongoing		Replace administrative vehicle (211).	\$ 33,000	\$ 33,000											
Recreation & Aquatics	23RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 50,000	\$ 50,000											
	23RECR02	FACILITY	Improvement	Aquatic - Bathrooms	One-time		Remodel Aquatic bathrooms.	\$ 250,000					\$ 250,000							
	23RECR03	FACILITY	Maintenance/Cleaning	Aquatic - Slides	One-time		Refurbish outdoor pool slides.	\$ 18,000	\$ 18,000											
	23RECR04	FACILITY	Improvement	Community Center - Snow Gems	Ongoing		Continue install of snow fence on roof.	\$ 120,000	\$ 120,000											
Storm Water	23STOR01	FLEET	Replacement	Storm Water Coordinator Vehicle	One-time		Replace 2012 F150 truck.	\$ 50,000			\$ 50,000									
	23STOR02	CREEK/POND	Improvement	Centennial Park Bio Cell Repair	1 of 3		Install cleanouts and repair bad tile sections and replant dead/damaged plants.	\$ 55,000			\$ 55,000									
	23STOR03	CREEK/POND	Maintenance/Cleaning	Liberty Centre Pond - Dredge	One-time		Dredge north point.	\$ 20,000			\$ 20,000									
	23STOR04	CREEK/POND	Maintenance/Cleaning	Liberty Centre Pond - Stone	One-time		Repair pond stone.	\$ 40,000			\$ 40,000									
	23STOR05	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									
	23STOR06	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 2		Remove silted-in debris and vegetation under and around South Front Street Bridge.	\$ 7,000			\$ 7,000									
	23STOR07	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 3		Remove silted-in debris and vegetation under and around Rachael Street Bridge.	\$ 25,000			\$ 25,000									
	23STOR08	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									

City of North Liberty, Iowa Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)																					
PROJECT SCHEDULE FOR FY24: JULY 1, 2023 - JUNE 30, 2024																					
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	
								\$ 11,650,000	\$ 353,750	\$ 290,000	\$ 121,250	\$ 195,000	\$ 7,311,882	\$ 690,000	\$ -	\$ 245,000	\$ 280,000	\$ -	\$ -	\$ 2,163,118	
Communications	24COMM01	EQUIPMENT	Replacement	Video Cameras	One-time		Replace two HD video cameras and related accessories.	\$ 20,000	\$ 20,000												
	24COMM02	EQUIPMENT	Replacement	Workstations	One-time		Replace workstations, with upgraded technology to keep pace with the demands of video, audio and photo production.	\$ 12,000	\$ 12,000												
Fire	24FIRE01	FACILITY	New Construction	North Liberty Fire Station #2	One-time	Fire Strategic Plan	Construct west side Fire Station #2.	\$ 6,000,000					\$ 6,000,000								
	24FIRE02	FLEET	Replacement	Training Officer Vehicle	One-time		Replace used (hand-me-down squad car) vehicle with 4X4 truck for use by training officer & to transport personnel to offsite classes.	\$ 65,000									Fire Department Capital Reserve Fund =			\$ 65,000	
Parks	24PARK01	FLEET	Replacement	Gator Utility Vehicle	One-time		Replace 2016 John Deere XUV 825i Gator Utility Vehicle with new utility vehicle.	\$ 17,500	\$ 17,500												
	24PARK02	FLEET	Replacement	Pickup Truck	One-time		Replace 2010 Nissan Titan pickup truck with new pickup.	\$ 30,000	\$ 15,000		\$ 15,000										
	24PARK03	FLEET	Replacement	Pickup Truck	One-time		Replace 2016 Chevy Silverado 1500 pickup truck with new pickup.	\$ 27,000	\$ 27,000												
	24PARK04	FLEET	Replacement	Zero-Turn Mower & Stand-On Zero-Turn Mower	One-time		Replace 2015 Gravely Pro-Turn 260 zero-turn mower and 2015 Gravely Pro-Stance 48 stand-on zero-turn mower with new mowers.	\$ 10,500	\$ 7,250		\$ 3,250										
	24PARK05	FLEET	Replacement	Zero-Turn Mowers (3)	One-time		Replace three (3) 2020 John Deere Z997R zero-turn mowers with three (3) new John Deere Z997R zero-turn mowers.	\$ 50,000	\$ 25,000		\$ 25,000										
	24PARK06	PARK	New Construction	Centennial Park	One-time	Park 2018 Priority 2	Construct honorarium for service women and men, gazebo, and sculpture & flower gardens.	\$ 500,000						\$ 500,000							
	24PARK07	PARK	New Construction	Deerfield Park - Parking	One-time	Park 2018 Priority 2	Add small parking lot.	\$ 40,000						\$ 40,000							
	24PARK08	PARK	Improvement	Fox Run Neighborhood Park	One-time	Park 2018 Priority 2	Replace playground equipment and add concrete border around Fox Run Park playground with ADA ramp.	\$ 70,000								\$ 70,000					
	24PARK09	PARK	New Construction	Fox Run Pond Park	One-time	Park 2018 Priority 3	Install new playground and add concrete border around playground with ADA ramp..	\$ 175,000								\$ 175,000					
	24PARK10	PARK	Maintenance/Cleaning	Liberty Centre Park	One-time		Repaint the 29 trail lighting poles and bridge & pier handrail guards a black color.	\$ 25,000	\$ 25,000												
	24PARK11	PARK	New Construction	Penn Meadows Park - Access Road	One-time	Park 2018 Priority 2	Pave access road from south parking lot to old concessions building (work with Water Dept to design road to accommodate service road to the Jordan Well located in Penn Meadows Park).	\$ 90,000						\$ 90,000							
	24PARK12	PARK	New Construction	Quail Ridge Park - Parking	One-time		Expand the existing parking lot.	\$ 60,000						\$ 60,000							
	24PARK13	TRAIL	New Construction	New Segment - Broadmoor Park	Ongoing	Trails 2009 Priority 12	Add a park walk at Broadmoor Park & pond.	\$ 335,000					\$ 335,000								
	24PARK14	TRAIL	New Construction	New Segment - North Liberty Road Trail	One-time		Construct trail along North Liberty Road & Penn Street from Abraham Road to Molly Street & in front of Penn Meadows Park where trail segment is missing.	\$ 1,275,000					\$ 626,882				Iowa Transportation Alternatives Program =			\$ 648,118	
	24PARK15	TRAIL	New Construction	Trail Lighting	Ongoing	Park 2018 Priority 1	Install LED trail lighting at various locations.	\$ 100,000					\$ 100,000								
Police	24POLC01	FLEET	Replacement	Canine Vehicle	Ongoing		Replace canine vehicle (214), including related equipment..	\$ 55,000	\$ 55,000												
	24POLC02	FLEET	New Purchase	Patrol Car	One-time		Add patrol car (216), including related equipment.	\$ 50,000	\$ 50,000												
Recreation & Aquatics	24RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 50,000	\$ 50,000												
	24RECR02	FACILITY	Replacement	Community Center - HVAC	Ongoing		Replace SE chiller/rooftop units.	\$ 250,000					\$ 250,000								
	24RECR03	FACILITY	Replacement	Community Ctr - Variable Frequency Drives	One-time		Replace variable frequency drives in building.	\$ 50,000	\$ 50,000												
Storm Water	24STOR01	CREEK/POND	Improvement	Centennial Park Bio Cell Repair	2 of 3		Install cleanouts and repair bad tile sections and replant dead/damaged plants.	\$ 55,000			\$ 55,000										
	24STOR02	CREEK/POND	Maintenance/Cleaning	Goose Lake Flood Control	Section 6		Remove silted-in debris and vegetation under and around Alexander Way Bridge.	\$ 15,000			\$ 15,000										
	24STOR03	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 4		Remove silted-in debris and vegetation under and around West Zeller Street Bridge.	\$ 4,000			\$ 4,000										
	24STOR04	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 5		Remove silted-in debris and vegetation under and around West Cherry Street Bridge.	\$ 4,000			\$ 4,000										
Streets	24STRE01	FLEET	Replacement	Dump Truck & Snow Equipment	One-time		Replace single axle dump truck and snow equipment.	\$ 220,000								\$ 220,000					
	24STRE02	FLEET	New Purchase	Off Road Utility Vehicle	One-time		Add off road utility vehicle with attachment capabilities.	\$ 60,000								\$ 60,000					
	24STRE03	STREET	Improvement	Stewart Street	One-time		Reconstruct Stewart Street from Penn Street to Cherry Street.	\$ 1,450,000										Street Repair Program Fund =		\$ 1,450,000	

PROJECT SCHEDULE FOR FY24: JULY 1, 2023 - JUNE 30, 2024

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
								\$ 11,650,000	\$ 353,750	\$ 290,000	\$ 121,250	\$ 195,000	\$ 7,311,882	\$ 690,000	\$ -	\$ 245,000	\$ 280,000	\$ -	\$ -	\$ 2,163,118
Waste Water	24WAST01	FACILITY	Replacement	Membrane Train Cassettes	Ongoing		Set aside to replace the GE membrane train cassettes in the membrane bioreactor (MBR) plant.	\$ 220,000		\$ 220,000										
	24WAST02	SYSTEM	Improvement	Manhole Rehabilitation	Ongoing		Rehabilitate aging and deteriorated manholes as needed to avoid infiltration of ground water.	\$ 70,000		\$ 70,000										
Water	24WATR01	FLEET	Replacement	Cargo Van	One-time		Replace 2017 1-ton cargo van.	\$ 40,000				\$ 40,000								
	24WATR02	FLEET	Replacement	John Deere Tractor	One-time		Replace 2007 John Deere 3720 tractor.	\$ 45,000				\$ 45,000								
	24WATR03	FLEET	Replacement	Truck	One-time		Replace 2008 half-ton truck	\$ 40,000				\$ 40,000								
	24WATR04	SYSTEM	Replacement	Hydrants (20)	Ongoing		Annual designation (final) of funds to replace twenty (20) fire hydrants.	\$ 70,000				\$ 70,000								

City of North Liberty, Iowa Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)																				
PROJECT SCHEDULE FOR FY25: JULY 1, 2024 - JUNE 30, 2025																				
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
								\$ 32,258,600	\$ 325,500	\$ 290,000	\$ 192,500	\$ 225,000	\$ 2,575,000	\$ 10,755,600	\$ 1,100,000	\$ -	\$ 295,000	\$ 14,000,000	\$ 2,500,000	\$ -
Fire	25FIRE01	FLEET	New Purchase	Fire Station #2 Pumper Truck	One-time	Fire Strategic Plan	Add new pumper truck.	\$ 825,000					\$ 825,000							
	25FIRE02	FLEET	Replacement	Platform Ladder Truck	One-time	Fire Strategic Plan	Replace 2000 75' aerial with a 100' platform ladder truck.	\$ 1,300,000					\$ 1,300,000							
Parks	25PARK01	FACILITY	Improvement	Meade Barn	One-time	Park 2018 Priority 4	Remodel inside of Meade Barn, including refurbish concrete floor, remove loft and reconfigure dividing walls.	\$ 70,000					\$ 70,000							
	25PARK02	FACILITY	New Construction	Parks Shop - West Side Addition	One-time	Park 2018 Priority 3	Construct addition to west side of current Parks Shop.	\$ 180,000					\$ 180,000							
	25PARK03	FLEET	Replacement	Wide-Area Mower	One-time		Replace 2020 Jacobsen HR800 (or HR700) wide-area mower with new Jacobsen HR800 (or HR700) wide-area mower.	\$ 75,000	\$ 37,500		\$ 37,500									
	25PARK04	FLEET	Replacement	Pickup Truck	One-time		Replace 2007 Nissan Titan pickup truck with new pickup.	\$ 30,000	\$ 30,000											
	25PARK05	PARK	New Purchase	Deerfield Park	One-time	Park 2018 Priority 2	Purchase new land adjacent to Deerfield Park.	\$ 500,000						\$ 500,000						
	25PARK06	PARK	New Construction	Penn Meadows Park & Babe Ruth Field	One-time	Park 2018 Priority 3	Add ballfield lighting to Babe Ruth Park, plus remaining lighting needs for north and/or south 4plex.	\$ 1,200,000						\$ 1,200,000						
	25PARK07	TRAIL	New Construction	New Segment - Quail Ridge Park	One-time	Park 2018 Priority 2	Add 1,617' concrete border trail around Quail Ridge Park.	\$ 174,960						\$ 174,960						
	25PARK08	TRAIL	New Construction	New Segment - Freedom Park	Ongoing	Trails 2009 Priority 13	Add a park walk at Freedom Park & pond.	\$ 80,640						\$ 80,640						
	25PARK09	TRAIL	New Construction	Trail Lighting	Ongoing	Park 2018 Priority 1	Install LED trail lighting at various locations.	\$ 100,000					\$ 100,000							
Police	25POLC01	EQUIPMENT	Replacement	Glocks	Ongoing		Replace weapons (glocks).	\$ 8,000	\$ 8,000											
	25POLC02	FLEET	Replacement	Patrol Cars (3)	Ongoing		Replace three (3) patrol cars (201, 206 & 207), including related equipment.	\$ 150,000	\$ 150,000											
Recreation & Aquatics	25RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 50,000	\$ 50,000											
	25RECR02	FACILITY	Improvement	Aquatics Enhancements	One-time		Replace inside pool starting blocks, inside and outside pool diving boards, eight floatables, and inside pool basketball hoop. Add outside pool basketball hoop.	\$ 100,000					\$ 100,000							
	25RECR03	FACILITY	Replacement	Community Center - Water Heaters	One-time		Replace water heaters throughout facility.	\$ 50,000	\$ 50,000											
Storm Water	25STOR01	CREEK/POND	Improvement	Centennial Park Bio Cell Repair	3 of 3		Install cleanouts and repair bad tile sections and replant dead/damaged plants.	\$ 55,000			\$ 55,000									
	25STOR02	CREEK/POND	Improvement	West Lake Wetland Restoration	One-time		Restore stream and vegetative buffer.	\$ 25,000			\$ 25,000									
	25STOR03	SYSTEM	Improvement	Sunset Street Drainage	One-time		Install storm pipe to increase drainage capacity.	\$ 75,000			\$ 75,000									
Streets	25STRE01	FLEET	Replacement	Leaf Collector Truck	One-time		Replace 2013 leaf vacuum trailer with truck unit.	\$ 225,000									\$ 225,000			
	25STRE02	FLEET	New Purchase	Wheeled Skid Steer	One-time		Add wheeled skid steer.	\$ 70,000									\$ 70,000			
	25STRE03	STREET	Improvement	I-380 Penn Street Bridge - Replacement	Phase 5A		Replace or widen Penn Street bridge that crosses I380 (IDOT project. Repair concrete (full and partial depth) east and west of Penn Street Bridge over I-380.	\$ 15,000,000						\$ 1,000,000			IDOT =	\$ 14,000,000		
	25STRE04	STREET	Improvement	Ranshaw Way (HWY 965)	Phase 6		Improve Ranshaw Way (HWY 965) with full build out between Hawkeye Drive and Forevergreen Road, including trails and landscaping.	\$ 10,300,000						\$ 7,800,000				\$ 2,500,000		
Waste Water	25WAST01	FACILITY	Replacement	Membrane Train Cassettes	Ongoing		Set aside to replace the GE membrane train cassettes in the membrane bioreactor (MBR) plant.	\$ 220,000		\$ 220,000										
	25WAST02	FACILITY	New Construction	Progress Park Lift Station Building	One-time		Construct a building to house chemical feed equipment and electronics for Progress Park lift station.	\$ -		TBD										
	25WAST03	SYSTEM	Improvement	Manhole Rehabilitation	Ongoing		Rehabilitate aging and deteriorated manholes as needed to avoid infiltration of ground water.	\$ 70,000		\$ 70,000										
Water	25WATR01	FACILITY	New Construction	Water Treatment Facility Addition	One-time		Add four bays to Water Treatment Facility	\$ 1,100,000							\$ 1,100,000					
	25WATR02	SYSTEM	Maintenance/Cleaning	Water Tower #3	One-time		Sandblast and paint interior of Water Tower #3.	\$ 225,000				\$ 225,000								

City of North Liberty, Iowa
Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)

PROJECT SCHEDULE FOR FY26: JULY 1, 2025 - JUNE 30, 2026

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
								\$ 3,285,640	\$ 470,000	\$ 290,000	\$ 230,000	\$ 220,000	\$ 216,740	\$ 614,400	\$ -	\$ 14,500	\$ 230,000	\$ -	\$ -	\$ 1,000,000
Parks	26PARK01	FLEET	Replacement	Skid Steer	One-time		Replace 2008 Case 450 skid steer with new skid steer.	\$ 45,000	\$ 22,500		\$ 22,500									
	26PARK02	FLEET	Replacement	Tractor	One-time		Replace 2015 Aebi Terratrac TT280 tractor with new tractor.	\$ 165,000	\$ 82,500		\$ 82,500						\$ 10,000			
	26PARK03	PARK	New Construction	Fox Valley Subdivision - Playground	One-time		Install new playground and add concrete border around playground with ADA ramp..	\$ 200,000						\$ 200,000						
	26PARK04	PARK	New Construction	Park TBD - Frisbee Golf	One-time	Park 2018 Priority 3	Construct frisbee golf course, location to be determined.	\$ 10,000									\$ 10,000			
	26PARK05	PARK	Improvement	Penn Meadows Park	One-time	Park 2018 Priority 3	Expand community gardens.	\$ 4,500									\$ 4,500			
	26PARK06	TRAIL	New Construction	New Segment - Fox Run Neighborhood Park	Ongoing	Trails 2009 Priority 13	Add a park walk at Fox Run Neighborhood Park.	\$ 16,740					\$ 16,740							
	26PARK07	TRAIL	New Construction	New Segment - Fox Run Pond Park	Ongoing	Trails 2009 Priority 13	Add a park walk at Fox Run Park & pond.	\$ 194,400						\$ 194,400						
	26PARK08	TRAIL	New Construction	New Segment - Trails Plan	Ongoing	Trails 2009 Priority 9	South side of West Zeller Street from Quail Ridge Park east to Ranshaw Way/HWY 965.	\$ 220,000						\$ 220,000						
	26PARK09	TRAIL	New Construction	Trail Lighting	Ongoing	Park 2018 Priority 1	Install LED trail lighting at various locations.	\$ 100,000					\$ 100,000							
Police	26POLC01	EQUIPMENT	Replacement	Body Worn Cameras	One-time		Replace body worn cameras.	\$ 65,000	\$ 65,000											
	26POLC02	FLEET	Replacement	Patrol Cars (4)	Ongoing		Replace four (4) patrol cars (202, 204, 209 & 213), including related equipment.	\$ 200,000	\$ 200,000											
Recreation & Aquatics	26RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 50,000	\$ 50,000											
	26RECR02	FACILITY	Maintenance/Cleaning	Community Center - Circulation Pumps	One-time		Re-insulate chilled water circulation pumps.	\$ 50,000	\$ 50,000											
	26RECR03	FACILITY	Maintenance/Cleaning	Community Center - Gerdin HVAC Zoning	One-time		Rework room-by-room HVAC zoning.	\$ 100,000					\$ 100,000							
Storm Water	26STOR01	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 7		Remove silted-in debris and vegetation under and around Penn Street Bridge.	\$ 4,000			\$ 4,000									
	26STOR02	CREEK/POND	Maintenance/Cleaning	West Lake Drainage	One-time		Repair 54" FES drainage pipe structure.	\$ 6,000			\$ 6,000									
	26STOR03	SYSTEM	New Construction	Penn Street Drainage	One-time		Construct detention basin to help with Penn Street flash flooding.	\$ 115,000			\$ 115,000									
Streets	26STRE01	EQUIPMENT	Replacement	Crack Seal Machine	One-time		Replace 2010 crack seal machine.	\$ 50,000									\$ 50,000			
	26STRE02	EQUIPMENT	New Purchase	Flatbed Equipment Trailer	One-time		Add new trailer to haul JLG lift.	\$ 60,000									\$ 60,000			
	26STRE03	EQUIPMENT	New Purchase	Patch Machine	One-time		Add new patching machine for potholes and large cracks.	\$ 70,000									\$ 70,000			
	26STRE04	FLEET	New Purchase	Mini Track Loader	One-time		Add mini track loader to be used in small areas.	\$ 50,000									\$ 50,000			
	26STRE05	STREET	Improvement	North Front Street	One-time		Reconstruct North Front Street from Dubuque Street to Penn Street.	\$ 1,000,000										Street Repair Program Fund =	\$ 1,000,000	
Waste Water	26WAST01	FACILITY	Replacement	Membrane Train Cassettes	Ongoing		Set aside to replace the GE membrane train cassettes in the membrane bioreactor (MBR) plant.	\$ 220,000		\$ 220,000										
	26WAST02	SYSTEM	Improvement	Manhole Rehabilitation	Ongoing		Rehabilitate aging and deteriorated manholes as needed to avoid infiltration of ground water.	\$ 70,000		\$ 70,000										
Water	26WATR01	SYSTEM	Maintenance/Cleaning	Jordan Well Cleaning	One-time		Acidize well #8 & #9	\$ 220,000				\$ 220,000								

City of North Liberty, Iowa

Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)

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
FY22	\$ 6,240,453	\$ 194,453	\$ 487,500	\$ 12,500	\$ 207,500	\$ 3,147,000	\$ 620,000	\$ -	\$ 15,000	\$ 282,500	\$ -	\$ -	\$ 1,274,000
FY23	\$ 16,143,000	\$ 533,500	\$ 480,000	\$ 476,500	\$ 120,000	\$ 7,959,000	\$ 3,809,000	\$ 520,000	\$ -	\$ 295,000	\$ -	\$ -	\$ 1,950,000
FY24	\$ 11,650,000	\$ 353,750	\$ 290,000	\$ 121,250	\$ 195,000	\$ 7,311,882	\$ 690,000	\$ -	\$ 245,000	\$ 280,000	\$ -	\$ -	\$ 2,163,118
FY25	\$ 32,258,600	\$ 325,500	\$ 290,000	\$ 192,500	\$ 225,000	\$ 2,575,000	\$ 10,755,600	\$ 1,100,000	\$ -	\$ 295,000	\$ 14,000,000	\$ 2,500,000	\$ -
FY26	\$ 3,285,640	\$ 470,000	\$ 290,000	\$ 230,000	\$ 220,000	\$ 216,740	\$ 614,400	\$ -	\$ 14,500	\$ 230,000	\$ -	\$ -	\$ 1,000,000
Five Year Total	\$ 69,577,693	\$ 1,877,203	\$ 1,837,500	\$ 1,032,750	\$ 967,500	\$ 21,209,622	\$ 16,489,000	\$ 1,620,000	\$ 274,500	\$ 1,382,500	\$ 14,000,000	\$ 2,500,000	\$ 6,387,118

NOTICE OF PUBLIC HEARING - CITY OF NORTH LIBERTY - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2021 - June 30, 2022

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/23/2021 **Meeting Time:** 06:30 PM **Meeting Location:** Via Zoom.

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 City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
northlibertyiowa.org

City Telephone Number
(319) 626-5700

	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	927,483,804	991,614,386	991,614,386	
Tax Levies:				
Regular General	7,512,619	7,512,619	8,032,077	
Contract for Use of Bridge	0	0	0	
Opr & Maint Publicly Owned Transit	0	0	0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	0	0	0	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	0	0	0	
Support of Local Emer. Mgmt. Commission	0	0	0	
Emergency	0	0	0	
Police & Fire Retirement	0	0	0	
FICA & IPERS	1,098,165	1,098,165	1,168,556	
Other Employee Benefits	759,011	759,011	817,035	
Total Tax Levy	9,369,795	9,369,795	10,017,668	6.91
Tax Rate	10.10238	9.44903	10.10238	

Explanation of significant increases in the budget:

The City's valuation increased 6.9% from FY 20-21. The levy rate is being maintained at the same level, \$8.10 for the General Levy and \$2.00238 for FICA/IPERS and Other Employee Benefits Levies. Employee wage increases of 2.75% COLA to match the union contract for the Police Department. Health insurance cost increased by 4.97% . Other things funded with increased revenues include: an additional Police patrol officer, Fire Department Training Officer, funding equity and outreach programming, costs of operation increases for new Police Department building, replacing two patrol cars, replacing two snow removal tractors, replacing some exercise equipment, adding a Community Engagement Coordinator position, and continued funding of IT Coordinator position.

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. 2021-14

**RESOLUTION APPROVING THE MAXIMUM TAX DOLLARS
FROM CERTAIN LEVIES FOR THE CITY OF NORTH LIBERTY'S
PROPOSED BUDGET FOR FISCAL YEAR 2021-2022**

WHEREAS, the City Council of North Liberty, Iowa is preparing the annual budget for the Fiscal Year 2021-2022; and

WHEREAS, the City Council has considered the proposed Fiscal Year 2021-2022 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 23, 2021, at 6:30 p.m. via Zoom.

NOW, THEREFORE, BE IT RESOLVED, by the City Council that the maximum property tax dollars for the affected tax levies for Fiscal Year 2021-22 shall not exceed \$10,017,668, and a levy rate of \$10.10238 which represents a revenue increase of 6.91% from the maximum property tax dollars requested for FY 2020-2021.

APPROVED AND ADOPTED this 23rd day of February, 2021.

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



St. Andrews Drive Project

Resolution No. 2021-15

**A RESOLUTION APPROVING THE ACQUISITION OF
ADDITIONAL RIGHT OF WAY FOR THE ST. ANDREWS
DRIVE PROJECT**

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

WHEREAS, the City of North Liberty is completing the Saint Andrews Drive Project adjacent to property owned by Watts Group Development, Inc.; and

WHEREAS, the City's contractors have installed a paved trail that infringes upon the real property boundaries of property that is owned by Watts Group Development, Inc.; and

WHEREAS, the most efficient way to correct the above error is the acquisition of sufficient additional right-of-way to encompass the trail as installed; and

WHEREAS, a deed from Watts Group Development, Inc., 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, the City and Watts Group Development, Inc., have agreed to the City's payment of \$1,000.00 to Watts Group Development in contemplation of the purchase of additional right of way, and the legal and engineering costs incurred as a result of the City's contractor's error; and

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

NOW, THEREFORE, BE IT RESOLVED that the attached Quit Claim Deed to acquire additional right of way on property owned by Watts Group Development, Inc., is accepted and approved. The City Attorney shall arrange for the recordation of the transfer documents at the City's expense.

BE IT FURTHER RESOLVED that payment in the amount of \$1,000.00 to Watts Group Development, Inc. in conjunction with the above Quit Claim Deed is authorized.

APPROVED AND ADOPTED this 23rd day of February, 2021.

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

Preparer: Grant D. Lientz, City Attorney, PO Box 77, North Liberty, IA 52317, (319) 626-5767
Taxpayer: City of North Liberty, PO Box 77, North Liberty, IA 52317, (319) 626-5700

QUIT CLAIM DEED

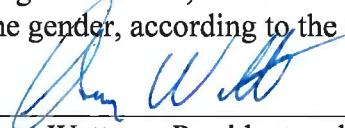
For the consideration of One Dollar(s) and other valuable consideration, Watts Group Development, Inc., an Iowa corporation, does hereby Quit Claim to the City of North Liberty, Iowa, a municipal corporation, all right, title, interest, estate, claim and demand in the following described real estate in Johnson County, Iowa:

see attached Exhibit A.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

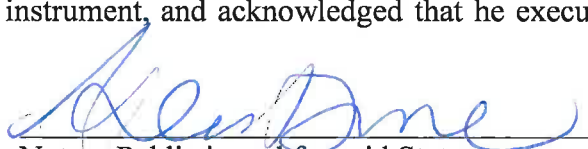
Dated: 2/12/21



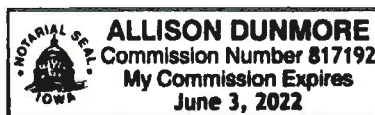
Gary Watts, as President and Secretary of
Watts Group Development, Inc.

STATE OF IOWA, JOHNSON COUNTY: ss

On this 12th day of February, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary Watts, in his capacity as President and Secretary for Watts Group Development, Inc., to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for said State



INDEX LEGEND	LOCATION	
	NE 1/4 SW 1/4, SECTION 14-80-7	
	NORTH LIBERTY, JOHNSON COUNTY, IOWA	
	THE CITY OF NORTH LIBERTY	
	WATTS GROUP DEVELOPMENT, INC.	
	JONATHON BAILEY, P.L.S.	
	SURVEY	
	SHIVE-HATTERY, INC.	
	2839 NORTHGATE DR. IOWA CITY, IA 52245	
	THE CITY OF NORTH LIBERTY	
	RETURN TO	

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

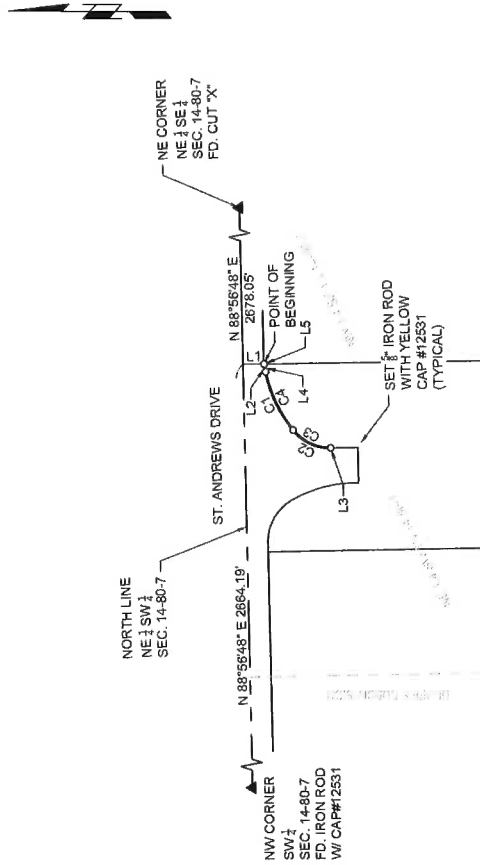
Commencing as a point of reference at the northwest corner of said Southwest Quarter; thence North 88°55'48" East 286.4; 15 feet along the north line of said Southwest Quarter (assumed bearing for this description only) to the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 14;

thence South 0°57'03" East 40.00 feet along the west line of said Northwest Quarter of said Southeast Quarter to the point of beginning;

thence South 78°56'48" West 14.70 feet along the existing right-of-way of St. Andrews Drive;

thence southwesterly 121.16 feet said right-of-way and along the arc of a 250.00 foot radius curve concave southeasterly (chord bearing South 65°03'46" West 119.98 feet);
thence southerly 81.75 feet along said right-of-way and the arc of a 90.00 foot radius curve concave southeasterly (chord bearing South 25°08'23" West 78.97 feet);
thence South 0°51'57" East 0.63 feet along said right-of-way;
thence northerly 81.53 feet along the arc of a 90.00 foot radius curve concave southeasterly (chord bearing North 25°05'11" East 78.77 feet);
thence northeasterly 121.53 feet along the arc of a 249.50 foot radius curve concave southeasterly (chord bearing North 64°59'34" East 120.33 feet);
thence North 79°56'48" East 14.61 feet to a point of intersection with the said west line of said Northwest Quarter of said Southeast Quarter;
thence North 0°50'03" West 0.50 feet along said west line to the point of beginning.

CURVE TABLE					LINE TABLE			
CURVE	DELTA	LENGTH	RADIUS	CHORD BRG	CHORD	LINE	DIRECTION	LENGTH
C1	27°46'04"	121.16'	250.00'	S 65°03'46"W	119.98	L1	S 00°5003"E	40.00'
C2	52°02'41"	81.75'	90.00'	S 25°09'23"W	78.97	L2	S 78°56'48"W	14.70'
C3	51°54'17"	81.53'	90.00'	N 25°05'11"E	78.77	L3	S 00°51'57"E	0.63'
C4	27°54'29"	121.53'	249.50'	N 64°59'34"E	120.33	L4	N 78°56'48"E	14.81'
						L5	N 00°5003"W	0.50'



THIS SPACE RESERVED FOR RECORDER'S USE



A horizontal scale bar with markings at 0, 100, 200, and 400 feet. The bar is divided into alternating black and white segments. The text "SCALE IN FEET" is written vertically below the bar.

10. HAS THIS CONSIDERED APPROPRIATE ACTION BEEN TAKEN TO
 PROTECT THE INTERESTS OF THE STATE OF IOWA?
 YES _____ NO _____

DATE: _____

BY: _____

PROFESSIONAL LAND SURVEYOR

★ ★

IOWA



Additional Information



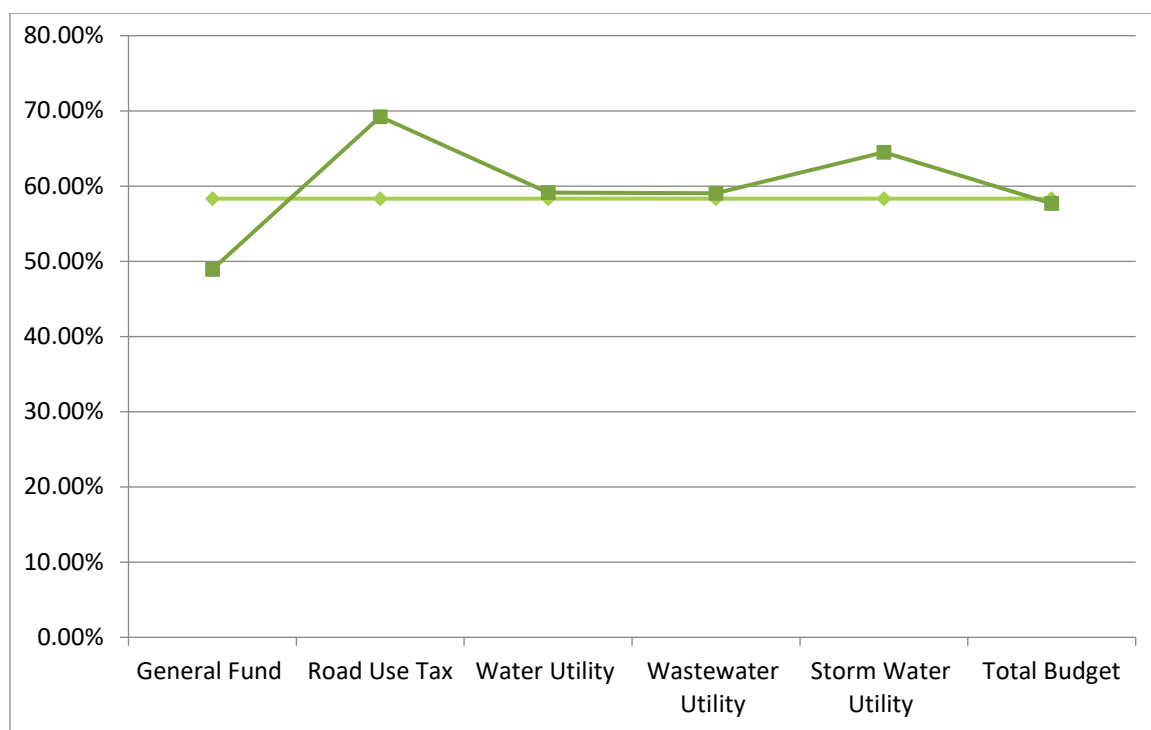
Financial Report

January 2021

City staff are pleased to submit the unaudited monthly financial report for the month of January 2021. At the end of the month, the City was 58.33% through the budget year. Total revenues received for the month were \$1,856,522. Total expenditures for the month were \$3,117,538. The total cash balance at the end of the month was \$22,864,788.

Revenues

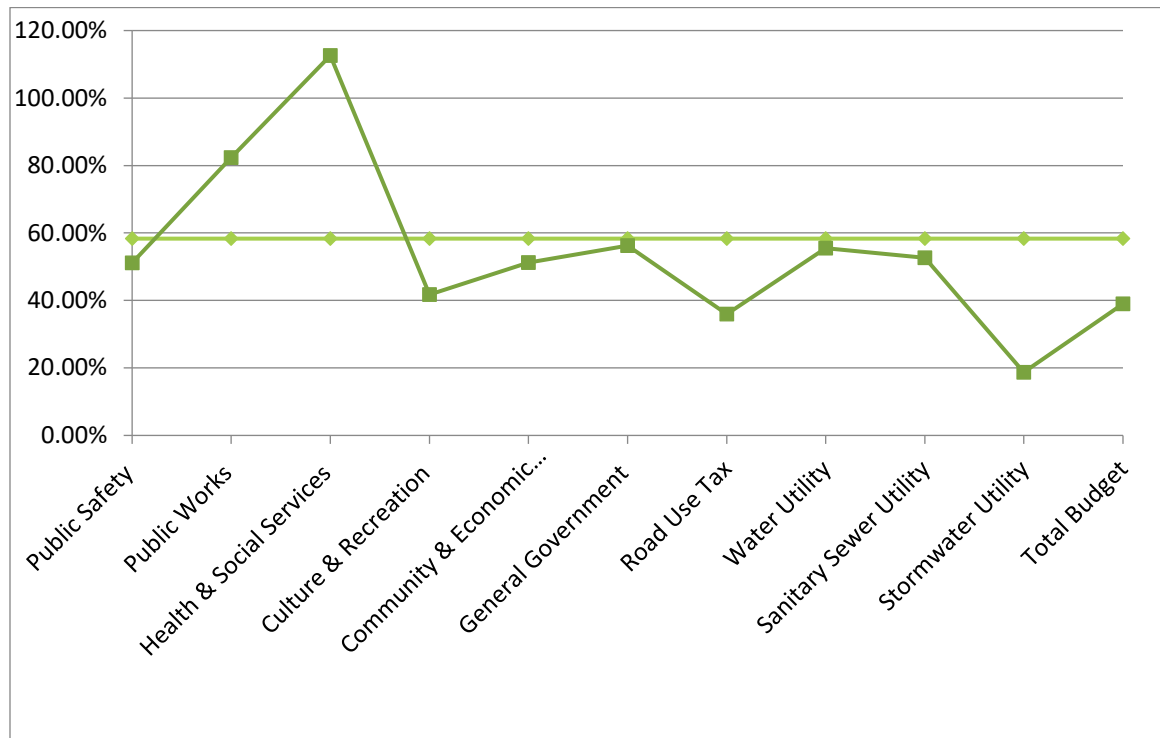
The following chart demonstrates the condition of the City's budgeted revenues as of January 31, 2021:



Overall revenues for the fiscal year to date are \$32,850,510, 58% of the budgeted amount. Road Use Taxes are ahead of the budgeted projection. Bond proceeds were received in July adding to the revenues for the year. CARES funds were received in December.

Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of January 31, 2021:



Year to date total expenditures are \$22,471,785 or about 39% of the projected budget amounts.

All expenditures are on track other than Social Services as all grants are made in July. Public Works for trash and recycling expenses expanding faster than projected.

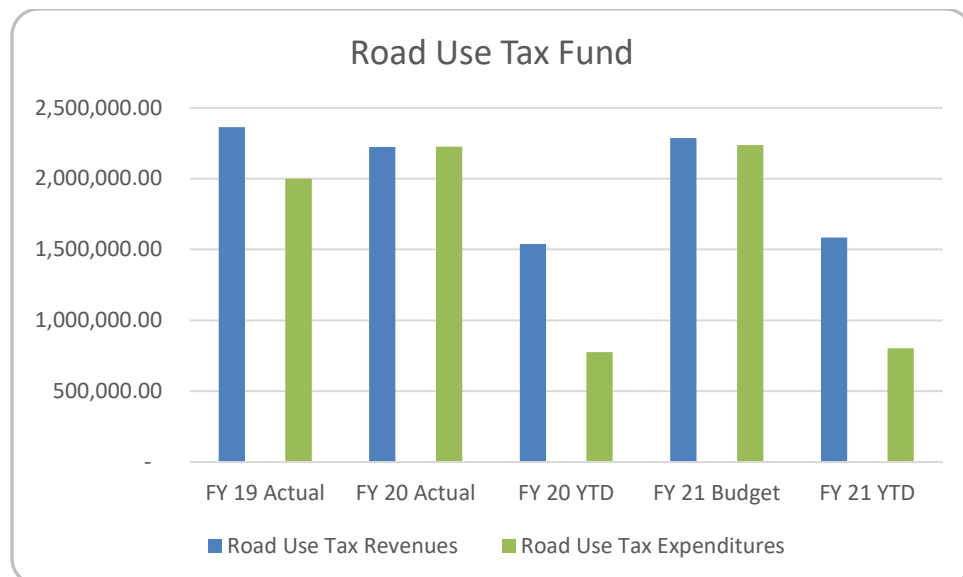
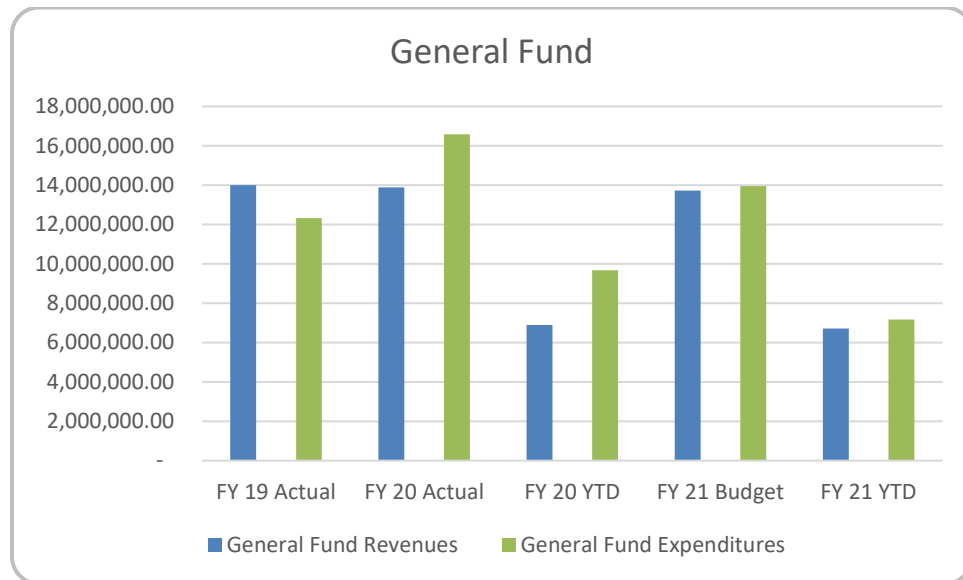
Treasurer's Report

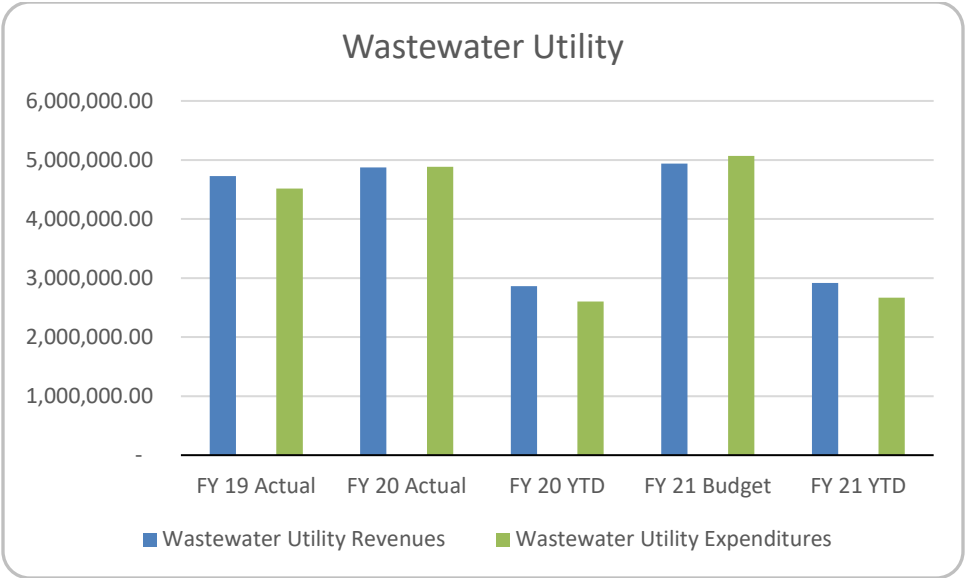
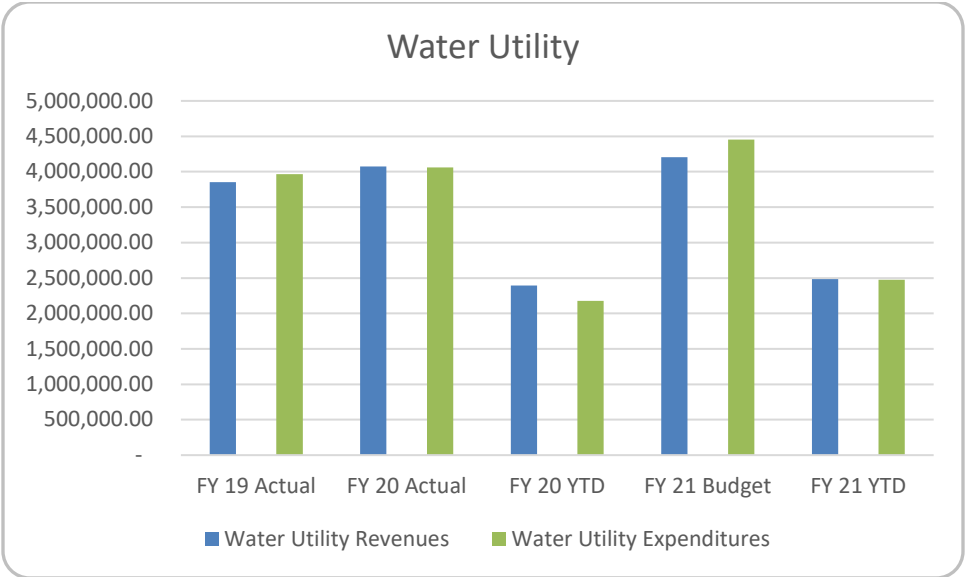
Following is the Treasurer's Report for January. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 5,067,480. 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.

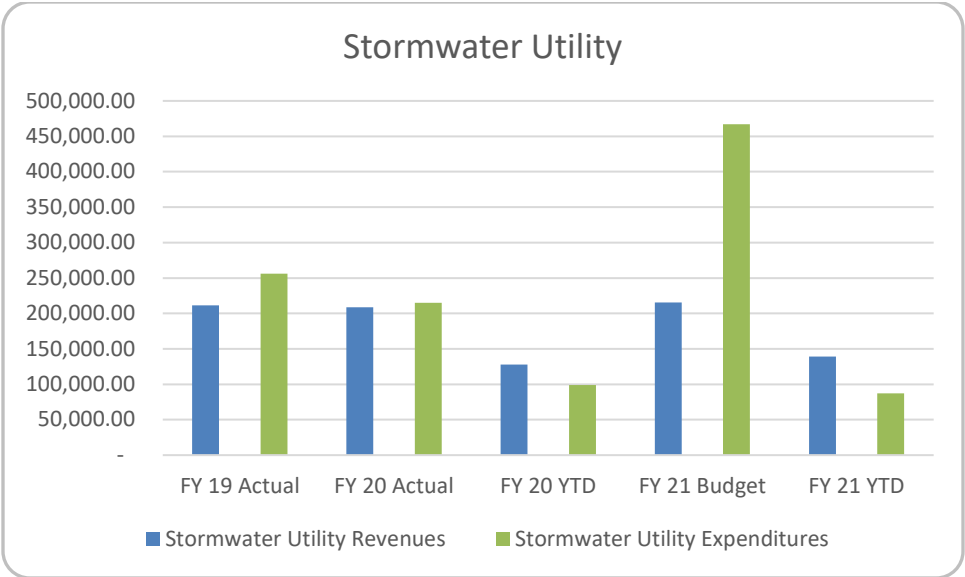
CITY OF NORTH LIBERTY TREASURER'S REPORT January 2021				
FUNDS	BALANCE FORWARD 1/1/2021	REVENUE	EXPENSE	BALANCE ENDING 1/31/2021
GENERAL	8,950,059.12	365,714.18	1,062,382.21	8,253,391.09
SPECIAL REVENUE	8,406,224.70	265,665.79	174,403.17	8,497,487.32
DEBT SERVICE	1,349,323.28	6,356.52	2,800.00	1,352,879.80
CAPITAL PROJECTS	-6,087,570.77	55.37	365,332.07	-6,452,847.47
WATER ENTERPRISE	4,528,277.26	541,274.23	353,849.44	4,715,702.05
WASTEWATER ENTERPRISE	6,768,841.32	638,644.68	1,137,883.18	6,269,602.82
STORM WATER ENTERPRISE	228,231.84	18,366.04	18,025.33	228,572.55
TOTAL	24,143,386.75	1,836,076.81	3,114,675.40	22,864,788.16

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.