



**North Liberty City Council  
Special & Regular Sessions  
January 24, 2023**



# **City Administrator Memo**



To **Mayor and City Council**  
 From **Ryan Heiar, City Administrator**  
 Date **January 20, 2023**  
 Re **City Council Agenda January 24, 2023**

---

### Consent Agenda

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

- City Council Minutes (01/10/23 & 01/17/23)
- Claims
- Liquor License Renewal
  - Urban Fuel
  - Walgreens
  - The Station
- Retainage Pay Application, Jones Boulevard Project, Schrader Excavating & Grading, \$69,886.04
- Pay Application #1, City Hall Project, City Construction, \$695,366.75

### Meetings & Events

Tuesday, Jan 24 at 6:00p.m.  
City Council

Thursday, Feb 2 at 7:00p.m.  
Parks & Recreation Commission

Monday, Feb 6 at 6:00p.m.  
Communications Commission

Tuesday, Feb 7 at 6:30p.m.  
Planning Commission

Tuesday, Feb 14 at 6:30p.m.  
City Council

### Budget Session

See budget memo and related attachments included in the packet.

### Solomon's Landing Entertainment District

The developer of Solomon's Landing, Brandon Pratt, will be at Tuesday's meeting to present an entertainment district concept in the commercial area of the subdivision, fronting Penn Street. The proposed development includes a bowling alley and fun center (arcade, axe throwing, billiards, shuffleboard) with an adjacent Pizza Ranch, a 30,000+ square foot indoor sports facility and other related commercial development. Drawings, photos and design concepts of the proposed development are included in the packet. The agenda does not include an action item; rather, the intent of the presentation is to gauge the Council's interest in moving forward with a TIF incentive for this project. Previously, the City has offered incentives for quality of life type projects that needed assistance in the first years of operation such as Diamond Dreams and a bowling alley that never happened. Assuming the Council is amenable, staff will work with the developer on the terms of an economic development agreement, subject to Council approval.

## Forevergreen Estates Part One

This modified agreement clarifies the rights and responsibilities of the developer with respect to their ability to assign storm water detention and landscape buffer areas to a homeowner's association. The previous document contemplated only the assignment of outlots, and the amended agreement allows the assignment of easements as well. In addition, this agreement will allow building permits to be issued on Lot 25 prior to final acceptance of public improvements, as provided for in Chapter 180.11 of the City Code. Staff recommends approval of the revised agreement.

## The Evermore Part Two

The developers of the Evermore Part Two are seeking final plat approval, and wish to attain such approval prior to the final construction and acceptance of public improvements, in accordance with Chapter 180.11 of the City Code. The developers have established letters of credit in favor of the City in an amount sufficient to ensure their timely construction. The Surety Agreement and Addenda to Irrevocable Letters of Credit will ensure that the improvements will be completed without risk to the City. Staff recommends approval of the final plat and these agreements.

## Library Circulation Desk and Acoustical Panels Project

Two quotes were received for this project, which includes replacement of the large built-in circulation desk at the entrance of the library and the addition of acoustical panels in the main hallway. Unfortunately, the quote from Henley Group was received late. The low responsive quote was submitted by Apex Construction in the amount of \$70,300. The engineer's estimate was \$72,549. Staff recommends approval of the quote from Apex Construction. The project has a completion date of May 12, 2023.

NAME AND ADDRESS OF BIDDER			Apex Construction Company, Inc. 4218 Yvette Street SW Iowa City, IA 52244		Henley Group* PO Box 1035 Muscatine, IA 52761		Architect's Estimate	
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	ALL WORK AS SHOWN ON THE PLANS	1 LS	\$ 70,300.00	\$ 70,300.00		\$ -	\$ 72,549.00	\$ 72,549.00
<b>TOTAL BASE BID</b>				<b>\$ 70,300.00</b>		<b>\$ -</b>		<b>\$ 72,549.00</b>

## Forvis Agreement

As staff transitioned to the new financial and billing software known as New World, they were unable to keep up with monthly reconciliations of banks statements. This was noted in the FY22 audit and during the presentation by the City's Auditor, Dustin Opatz. In consultation with Mr. Opatz, he is recommending the City work with a vendor to assist in reconciling the statements. Staff is recommending approval of a contract with Forvis, with a not-to-exceed amount of \$25,000, to assist with this process. If approved, Forvis

will begin work in the second quarter of 2023 with the objective to be completed by September 2023, well before the completion of the FY23 audit.

## Physician's Building Group Zoning Map Amendment

This 33.48-acre rezoning request – west side of South Kansas Avenue approximately .23 miles north of West Forevergreen Road – to C-3 Higher Intensity Commercial District would allow for greater flexibility for Steindler Orthopedic Clinic with respect to lot sizes and commercial uses. Notably, this version of the C-3 District was not available at the time when the property was rezoned to O/RP Office and Research Park District in 2021. Staff has seen a couple of concepts for the proposed medical facility, but nothing formal has been submitted. A good neighbor meeting was held on December 22. One person outside City staff and the applicant attended and had general questions about the type of development proposed. One letter of concern from the adjacent property owners is included in the background material. Concerns include the proposed site design and impacts from additional development. The Planning Commission unanimously recommended approval of this rezoning at its January 3 meeting. Staff recommends approval as well.

## Zoning Ordinance Amendment

This minor, staff-initiated amendment, would implement desired practices and adapt to changing land use trends. Specifically, the proposed changes:

- eliminate the requirement for the City to accept a performance bond as collateral for an accepted subdivision,
- state that right-of-way may be required when submitting a site plan,
- increase the square footage of monument signs from 25 to 50; and
- clarifies that multifamily in commercial areas are not subject to the recently approved moratorium.

The Planning Commission unanimously recommended approval of the amendment at its January 3 meeting. Staff recommends approval as well.



# **Agenda**



**CITY COUNCIL**

January 24, 2023

6:00 p.m.

Special Session

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
  - A. City Council Minutes, Regular Session, January 10, 2023
  - B. City Council Minutes, Special Session, January 17, 2023
  - C. Claims
  - D. Liquor License Renewal, The Station
  - E. Liquor License Renewal, Urban Fuel
  - F. Liquor License Renewal, Walgreen Co.
  - G. Jones Boulevard Project, Retainage Pay Application, Schrader Excavating & Grading, \$69,886.04
  - H. City Hall Project, Pay Application Number 1, City Construction, \$695,366.75
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
  - A. Proclamation – Optimist Day
9. Council Reports
- Special Session
10. FY 2023–24 Budget
  1. Review operational budget
  2. CIP
  3. Other

11. Forevergreen Estates Part One
  - A. Resolution Number 2023-02, A Resolution approving the Amended and Restated Developer's Agreement for Forevergreen Estates Part One, North Liberty, Iowa
  
12. The Evermore Part Two
  - A. Resolution Number 2023-06, A Resolution approving the Surety Agreement and Addenda to Irrevocable Letters of Credit between DERS-380 LLC, Moyna North LLC, Central State Bank and the City of North Liberty, Iowa
  - B. Resolution Number 2023-07, A Resolution approving the Final Plat and accepting improvements for The Evermore Part Two, North Liberty, Iowa
  
13. Library Improvements Project
  - A. Resolution Number 2023-08, A Resolution accepting the Quotation and authorizing execution of the contract for the Library Improvements Project, North Liberty, Iowa
  
14. Forvis Agreement
  - A. Resolution Number 2023-09, A Resolution approving the Master Services Agreement and Statement of Work A-1 between the City of North Liberty and FORVIS, LLP for accounting services
  
15. Physician's Building Group Zoning Map Amendment
  - A. Planning Commission and Staff recommendations
  - B. Applicant Presentation
  - C. Public Hearing regarding proposed amendment to zoning on certain property
  - D. First consideration of Ordinance Number 2023-01, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from O/RP Office and Research Park District to C-3 Higher Intensity Commercial District
  
16. Zoning Ordinance Amendment
  - A. Planning Commission and Staff recommendations
  - B. Public Hearing regarding proposed amendments to the Zoning Ordinances
  - C. First consideration of Ordinance Number 2023-02, An Ordinance amending Chapter 180: Subdivision Ordinance, Chapter 165: Zoning Code – Administration, and Chapter 173: Zoning Code – Sign Regulations, of the Municipal Code of the City of North Liberty, Iowa



17. Solomon's Landing
  - A. Presentation of entertainment district
  - B. Discussion regarding the presentation
18. Old Business
19. New Business
20. Adjournment



# **Consent Agenda**



**City Council**  
January 10, 2023  
Regular Session

**Call to order**

Mayor Chris Hoffman called the January 10, 2023, Regular Session of the North Liberty City Council to order at 6:31 p.m. in the Council Chambers, 1 Quail Creek Circle. Councilors present: Ashley Bermel, RaQuishia Harrington, Erek Sittig, Brent Smith and Brian Wayson; absent: none.

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

**Approval of the Agenda**

Harrington moved; Sittig seconded to approve the agenda. The vote was all ayes. Agenda approved.

**Consent Agenda**

Bermel moved, Wayson seconded to approve the Consent Agenda including the City Council Minutes from the Regular Session on December 13, 2022; the attached list of claims; Community Center Roof Project, Pay Application Number 4, T & K Roofing Co., \$29,013.00; Aquatic Center Pool Water Heater Replacement Project, Tricon General Construction, Pay Application Number 6, \$55,462.34; Dubuque Street Phase 1 Project, All American Concrete, Inc., Change Order Number 5, \$3,877.96; and Dubuque Street Phase 1 Project, All American Concrete, Inc., Pay Application Number 9, \$76,849.97. The vote was all ayes. Consent Agenda approved.

**Public Comment**

No public comments were offered.

**City Engineer Report**

City Engineer Trom provided updates on City projects. Ranshaw Way Phase 5 just had a walk through. Staff will do a double check in spring to see how punch list is coming along. There will be an audit with IDOT staff in the spring after the review. The punch list of outstanding items for the Dubuque Street Phase 1 Project can not be completed due to weather. Quotes were received for the Heritage Drive streambank erosion project. The City Hall elevator shaft and under slab utilities have been installed. Most other work will continue when the frost is out of the ground. The Jones Boulevard Project has a punch list that can not be completed until spring. The final piece of the Community Center Roofing Project was to be installed today. The walk through will be scheduled soon. The Pool Heater Project is complete. The final pay application was on tonight with the retainage payment in about a month. The library acoustical panels and desk project is seeking quotes. Council discussed the report with Trom.

**City Administrator Report**

City Administrator Heiar reported that staff is in FY 24 budget prep mode. The Department Head budget work session is next Tuesday, January 17, beginning at 5:30 p.m. The capital projects and CIP discussion will be at the January 24 meeting with a 6:00 p.m. start. The budget packet will be out by the end of this week.

### **Mayor Report**

Mayor Hoffman reported that the Fire Department and Police Department were extremely busy during the holiday. He thanked them for keeping the city safe. The Iowa Legislative Session began yesterday. The legislature will be having a conversation on property taxes that will have a direct impact on cities. Next Sunday is the North Liberty Community Pantry's Stone Soup Supper at the Methodist Church. He will be attending the Mt. Vernon city sustainability committee meeting. JECC is setting their budget next week.

### **Council Reports**

Councilor Harrington reported on the Joint Entities Meeting. Councilor Sittig attended the Neighborhood Centers of Johnson County Open House.

### **Heritage Drainage Improvements Project**

Harrington moved, Wayson seconded to approve Resolution Number 2023-01, A Resolution accepting the quotation and authorizing execution of the contract for the Heritage Drive Improvements Project, North Liberty, Iowa. After discussion, the vote was: ayes – Sittig, Smith, Harrington, Bermel, Wayson; nays – none. Motion carried.

### **Ranshaw Way Paved Shoulders Project**

Harrington moved, Sittig seconded to approve Resolution Number 2023-03, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Ranshaw Way Paved Shoulders Improvements Project. After discussion, the vote was: ayes – Smith, Bermel, Harrington, Sittig, Wayson; nays – none. Motion carried.

### **Sanitary Sewer Easements**

Smith moved, Harrington seconded to approve Resolution Number 2023-04, A Resolution approving the Public Easement Agreement (Sanitary Sewer Easement) and Dedication between Bowman Property, LLC and the City of North Liberty. The vote was: ayes – Harrington, Bermel, Smith, Sittig, Wayson; nays – none. Motion carried.

Bermel moved, Smith seconded to approve Resolution Number 2023-05, A Resolution approving the Assignment, Dedication and Statement of Consent between Physician's Building Group, LLC and the City of North Liberty. The vote was: ayes – Sittig, Bermel, Wayson, Smith, Harrington; nays – none. Motion carried.

### **A & M Zoning Amendment - 1**

Sittig moved, Wayson seconded to approve the second consideration of Ordinance Number 2022-26, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from O/RP Office and Research Park District to C-3 Higher Intensity

Commercial District. After discussion, the vote was: ayes – Smith, Harrington, Sittig, Bermel, Wayson; nays – none. Motion carried.

**A & M Zoning Amendment - 2**

Harrington moved, Smith seconded to approve the second consideration of Ordinance Number 2022-27, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from O/RP Office and Research Park District to C-3 Higher Intensity Commercial District. The vote was: ayes – Smith, Sittig, Wayson, Bermel, Harrington; nays – none. Motion carried.

**Zoning Code Amendment**

Harrington moved, Sittig seconded to approve the second consideration of Ordinance Number 2022-29, An Ordinance amending Chapter 168 (Zoning Code – Development Regulations) and Chapter 169 (Zoning Code – Zoning District Regulations) of the North Liberty Code of Ordinances by amending the use matrix and a use definition, by amending off-street parking and loading setbacks and off-street parking requirements. The vote was: ayes – Wayson, Bermel, Smith, Sittig, Harrington; nays – none. Motion carried.

**Old Business**

No old business was presented.

**New Business**

Councilor Harrington reported that there will be a Dr. Martin Luther King Jr. Event in Iowa City at Mercer Aquatic Center on Monday. The event will include service projects, entertainment, guest speakers, and food. Councilor Sittig spoke about ICCSD presenting the request for cities to obtain LOST and pass 10% to the ICCSD. He wants to make sure the City has the right info for the discussion. Mayor Hoffman reported it will be on the February 14 agenda.

**Adjournment**

Wayson moved, Smith seconded to adjourn at 6:49 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_  
Chris Hoffman, Mayor

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



**City Council**  
January 17, 2023  
Special Session  
5:30 p.m.

**Call to order**

Mayor Chris Hoffman called the January 17, 2023 Special Session of the North Liberty City Council to order at 5:30 p.m. Councilors present: Ashley Bermel, RaQuishia Harrington, Erek Sittig, Brent Smith, Brian Wayson.

Others present: Ryan Heiar, Grant Lientz, Tracey Mulcahey, Deb Hilton, Ryan Rusnak, Tom Palmer, Brian Motley, Jennie Garner, Nick Bergus, Chief Diane Venenga, Chief Brian Platz, Greg Metternich, Guy Goldsmith, Michael Pentecost, Chris Nelson and Drew Lammers.

**Approval of the Agenda**

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

***General Fund***

Heiar provided an introduction to the overall budget process.

*General Fund Revenues*

Heiar presented the summary of the proposed General Fund revenues.

*Culture and Recreation*

A summary of the proposed Library, Recreation, Parks, Cemetery, Aquatic Center and Community Center budgets was presented. Goldsmith and Motley answered questions and provided additional information to Council.

*Public Safety*

A summary of the Police, Fire, Building Inspection, Animal Control and Emergency Management budgets. Chief Platz answered questions regarding the proposed Fire Department budget.

*Public Works*

Heiar presented a summary of the budgets on the trash and transit programs. Council discussed the proposed budgets with Heiar.

*Health and Social Services*

Heiar presented a summary of the health and social services budget and the process. Council discussed the budget regarding the amount for transit and types of social services requested.

*Community and Economic Development*

The Economic Development, Planning and Zoning and Communications budgets were summarized for the City Council. Council discussed the Communications budget and Economic Development budget with Heiar and Bergus.

*General Government*

Heiar summarized the Mayor/City Council, Administration, Legal, and Personnel budget proposals for FY 24.

The Council discussed the proposed Social Services budget for FY 24. Consensus was to increase the amount budgeted by \$5,000.

**Road Use Tax Budget**

Heiar and Pentecost presented information on the proposed Road Use Tax budget. Council discussed the proposals for Road Use Tax and Animal Control with Pentecost.

**Water Budget**

Heiar and Greg Metternich offered additional information the draft Water budget for FY 24. Council discussed the draft with Metternich. Metternich clarified that the van will be an addition, not a replacement.

**Wastewater Budget**

Heiar and Drew Lammers advanced the proposed budget for the next fiscal year. Council discussed the proposal with Lammers.

**Storm Water Budget**

The Storm Water budget for FY 24 was presented. Staff is working to draft the revision to the rate structure for storm water. Pentecost discussed the proposal with Council.

**Final Questions and Wrap Up**

Heiar reported an early start next week, January 24 at 6 p.m. for the Capital Projects work session.

**Adjournment**

At 7:14 p.m., Harrington moved, Wayson seconded to adjourn. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_  
Chris Hoffman, Mayor

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



## North Liberty Police Department

---

340 N Main St • PO Box 77 • North Liberty, Iowa • 52317 • (319) 626-5724 / Fax: 5743

December 20, 2022

Liquor License Check

Business: The Station II  
620 Meade Dr.  
North Liberty, IA 52317

Owners: Cory J. Hodapp (DOB: 1977)  
Melissa M. Hodapp (DOB: 1983)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.







State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: The Station LLC

Name of Business (DBA): The Station II

Address of Business: 620 Meade Drive

Business Phone: 319-665-8516

Email: stationllcoffice@gmail.com

State of Iowa ABD License #: LE0002690

---

**Johnson County Health Department:**

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

Name: Rob Thul

Title: EH Manager Date: 12/20/22

Signature: 



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Urban Fuel LLC	Urban Fuel LLC	(319) 626-7990		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1 Hawkeye Drive		North Liberty	Johnson	52327
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 3474	Iowa City	Iowa	52244	

## Contact Person

NAME	PHONE	EMAIL
Rick Wink	(319) 321-0079	carrie.personaltraining@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003393	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 23, 2023	Jan 22, 2024	

### SUB-PERMITS

Class E Retail Alcohol License, Special Class B Retail Native Wine License



**State of Iowa**  
Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jesse Allen	Iowa City	Iowa	52240	Owner	100.00	Yes
Carrie Westcott	North Liberty	Iowa	52327			

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



## North Liberty Police Department

---

340 N Main St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

December 20, 2022

Liquor License Check

Business: Urban Fuel  
1 Hawkeye Drive  
North Liberty, IA 52317

Owners:  
Jesse Allen (DOB: 1980)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: Urban Fuel LLC

Name of Business (DBA): Urban Fuel LLC

Address of Business: 1 Hawkeye Drive

Business Phone: 319-626-7990

Email: carrie.personaltraining@gmail.com

State of Iowa ABD License #: LE0003393

---

**Johnson County Health Department:**

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

Name: Rob Thul

Title: EH Manager Date: 12/20/22

Signature: 

# North Liberty Fire Department

Occupancy: **Urban Fuel**

Occupancy ID: **995220**

Address: **1 Hawkeye DR  
North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **1/17/2023** By: **Hardin, Bryan E (01-1022)**

Time In: **07:55** Time Out: **08:27**

Authorized Date: **01/17/2023** By: **Hardin, Bryan E (01-1022)**

Next Inspection Date: **No Inspection Scheduled**



Form: General Fire  
Inspection Checklist 1.3

## Inspection Description:

### ORDER TO COMPLY:

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

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

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

## Inspection Topics:

### Fire Extinguishers

#### Fire Extinguisher Monthly Inspection - Initial & Date Tag

NFPA 10: Standard for Portable Fire Extinguishers, 2013 Edition, Section 7.2.1.2 Fire extinguishers and Class D extinguishing agents shall be visually inspected at intervals not exceeding 31 days. Documentation of the visual inspection shall be recorded on the backside of the inspection tag (Date & Initials) or on a log book.

**Status:** **FAIL**

**Notes:** **Complete monthly inspection of all fire extinguishers. Date and initial back of tag.**



## Electrical Rooms / Electrical Wiring

### No Extension Cords

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

**Status:** FAIL

**Notes:** Remove extension cord to cooler and plug cooler directly into electrical outlet receptacle.



**Miscellaneous**

**No Other Unsafe Conditions**

110.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

**Status:** FAIL

**Notes:** If fuel pumps are operational after hours, the following requirements shall be met.

**2304.3 Unattended self-service motor fuel-dispensing facilities.**

Unattended self-service motor fuel-dispensing facilities shall comply with the following requirements.

**2304.3.3 Emergency controls. Emergency fuel shutoff is provided, verify mounting height is compliant.**

Approved emergency controls shall be provided in accordance with Section 2303.2. Emergency controls shall be of a type that is only manually resettable. 2303.2.1 Height.

The height of the emergency disconnect switch shall be not less than 42 inches and not more than 48 inches measured vertically, from the floor level to the activating button. Such devices shall be distinctly labeled as: EMERGENCY FUEL SHUTOFF. Sign shall be a minimum of 10"x14".

**2304.3.5 Emergency procedures. (Fire department will provide signage requirement)**

An approved emergency procedures sign, in addition to the signs required by Section 2305.6, shall be posted in a conspicuous location and shall read:

IN CASE OF FIRE, SPILL OR RELEASE

1. USE EMERGENCY PUMP SHUTOFF

2. REPORT THE ACCIDENT!

FIRE DEPARTMENT TELEPHONE NO. \_\_\_\_\_

FACILITY ADDRESS \_\_\_\_\_

**2304.3.6 Communications.**

A telephone not requiring a coin to operate or other approved, clearly identified means to notify the fire department shall be provided on the site in a location approved by the fire code official.

**2305.5 Fire extinguishers.**

Approved portable fire extinguishers complying with Section 906 with a minimum rating of 2-A:20-B:C shall be provided outside and located such that an extinguisher is not more than 75 feet from pumps, dispensers or storage tank fill-pipe openings.



**Additional Time Spent on Inspection:**

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

**Notes:** No Additional time recorded

**Total Additional Time: 0 minutes**

**Inspection Time: 32 minutes**

**Total Time: 32 minutes**



## Summary:

**Overall Result:** Correction Notice Issued

**Inspector Notes:**

## Closing Notes:

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

## Inspector:

Name: Hardin, Bryan E  
Rank: Assistant Chief  
Work Phone(s): 319-626-5709  
Email(s): bhardin@northlibertyiowa.org  
Hardin, Bryan E:



Signed on: 01/17/2023 08:14

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

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

## Representative Signature:

Signature of: April hawkins on 01/17/2023 08:15



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

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



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Walgreen Co.	Walgreens #11710	(319) 499-6006		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
625 Pacha Parkway		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
P.O. Box 901	Deerfield	Illinois	60015	

## Contact Person

NAME	PHONE	EMAIL
Toni Franklin	(847) 527-4402	taxlicenser renewals@walgreens.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002558	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 23, 2023	Jan 22, 2024	

### SUB-PERMITS

Class E Retail Alcohol License

### PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Amelia Legutki	Libertyville	Illinois	60048	Assistant Secretary	0.00	Yes
Alan Nielsen	Crystal Lake	Illinois	60014	VP/CFO/Treasurer	0.00	Yes
Alexander Gourlay	Glencoe	Illinois	60022	President	0.00	No
Collin Smyser	Chicago	Illinois	60614	Secretary	0.00	Yes
Toni Franklin						

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division



## North Liberty Police Department

---

340 N Main St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

December 20, 2022

Liquor License Check

Business: Walgreen's  
625 Pacha Parkway  
North Liberty, IA 52317

Owners: Alexander Gourlay (DOB: 1959)  
Alan Nielsen (DOB: 1965)  
Collin Smyser (DOB: 1978)  
Amelia Legutki (DOB: 1966)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: Walgreen Co

Name of Business (DBA): Walgreens #11710

Address of Business: 625 Pacha Parkway

Business Phone: 319-499-6006

Email: taxlicenser renewals@walgreens.com

State of Iowa ABD License #: LE0002558


---

**Johnson County Health Department:**

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

Name: Rob Thul

Title: EH Manager Date: 12/20/22

Signature: 

**To Owner:** City of North Liberty  
3 Quail Creek Circle  
North Liberty, IA 52317

**PROJECT:** Jones Boulevard Improvements

**APPLICATION NO:** Retainage

**DISTRIBUTION TO:**

- OWNER
- ARCHITECT
- CONTRACTOR

**APPLICATION DATE:** 1/1/23

**PERIOD TO:** 1/31/23

**FROM (CONTRACTOR):**

Schrader Excavating & Grading  
300 Hwy 151 E  
Walford, IA 52351

**ARCHITECT'S**

**PROJECT NO:** 1219850

**CONTRACT DATE:** 5/3/22

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,238,571.48
2. Net change by Change Orders	\$	64,176.85
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,302,748.33
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,276,204.49
<b>5. RETAINAGE:</b>		
a. 5% % of Completed Work (Column D + E on G703)	\$	43,924.18
b. 5% % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or	\$	43,924.18
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	2,232,280.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		2,162,394.27
8. CURRENT PAYMENT DUE	\$	69,886.04
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	70,468.02

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Current Month Change Orders	\$0.00	\$0.00
Previous Month Change Orders	\$64,176.85	\$0.00
TOTALS	\$64,176.85	\$0.00
NET CHANGES by Change Order	\$64,176.85	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been complete in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

**CONTRACTOR:** Schrader Excavating & Grading  
300 Hwy 151 E P.O. Box 270  
Walford, IA 52351

By: Kyle Nordman Date: 1/6/2023  
Kyle Nordman Vice President

State of: IA  
County of: Linn

Subscribed and sworn to before me this 6<sup>th</sup> day of January 2023

Notary Public: [Signature]

My Commission expires: 3-23-24



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, base on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** \$ 69,886.04

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

**ARCHITECT:** [Signature] Date: 1/17/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 5 PAGES

TO OWNER:  
 City of North Liberty  
 3 Quail Creek Circle  
 North Liberty, IA 52317  
 FROM CONTRACTOR:  
 City Construction  
 2346 Mormon Trek Blvd. Suite 2500  
 Iowa City, IA 52246

PROJECT:  
 North Liberty City Hall  
 360 North Main Street  
 North Liberty, IA 52317  
 VIA ARCHITECT:  
 Shive-Hattery, Inc.  
 2839 Northgate Drive  
 Iowa City, IA 52245

Project No. 1207650

APPLICATION NO: 1 R2  
 PERIOD TO: 01/06/23  
 PROJECT NOS: 1-159  
 CONTRACT DATE: 09/14/22

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM \$ 9,389,509.00  
 2. Net change by Change Orders \$ 0.00  
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 9,389,509.00  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 731,965.00  
 5. RETAINAGE:  
 a. 5 % of Completed Work \$ 27,422.75  
 (Column D + E on G703)  
 b. 5 % of Stored Material \$ 9,175.50  
 (Column F on G703)  
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 36,598.25  
 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 695,366.75  
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00  
 8. CURRENT PAYMENT DUE \$ 695,366.75  
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 8,694,142.25

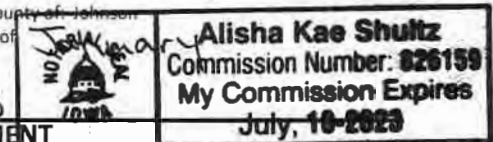
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: City Construction

By: [Signature] Date: 1/6/23

State of Iowa  
 Subscribed and sworn to before me this 6th day of January  
 Notary Public: Alisha K Shultz  
 My Commission expires: July 10th 2023



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ 695,366.75

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Natalie Oppidahl Date: January 18, 2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





# Mayor Report



# PROCLAMATION

## Optimist Day

**WHEREAS**, volunteers are working with young people who are the joy of today and are our hope for tomorrow, are exuberant representatives of the potential to be reached and dreams to come true. They are also unbounded in their enthusiasm to use their own talent, skills, and hard work to make a difference in others' lives; and

**WHEREAS**, Members of Optimist International will celebrate OPTIMIST DAY throughout the world the first Thursday of every February to promote their efforts in helping and recognizing the young people that make a difference in their communities and who will encourage a greater exchange of ideas between young people and adults; and

**WHEREAS**, there are 2,400 Optimist Clubs, with more than 70,000 members in Optimist International and Optimist members throughout the world that carry out more than 6,500 service projects that serve six million young people a year.

**NOW, THEREFORE, BE IT RESOLVED** that I, Chris Hoffman, Mayor of North Liberty, do hereby proclaim the first Thursday of February 2023 to be:

## Optimist Day

in the City of North Liberty. May this day instill pride in our city's Optimists for all their accomplishments and for the impact they have to truly make a difference in others' lives.

---

**Mayor Chris Hoffman**

Signed in North Liberty, Iowa  
this 24th day of January, 2023



# **FY 24 Budget**



To **North Liberty Mayor & City Council**  
CC **North Liberty Department Heads**  
From **Ryan Heiar, City Administrator**  
Date **January 20, 2023**  
Re **FY24 Budget – Budget Work Session #2**

---

The focus for Tuesday's session will be on the capital projects identified later in this memo, as well as the Franchise Fee, Hotel/Motel, Street Repair Fund, and debt models. However, prior to diving into the proposed capital projects for FY24, staff will review the changes to the operating budget model that were made since the budget session on January 17. Those changes include:

Updated general fund revenues:

- The Business Property Tax Credit (BPTC) backfill has been added, totaling ~\$150K.
- The taxable values have been revised downward based on updates from the county that were submitted after the initial model was drafted, resulting in a reduction in revenue of ~\$38k.
- The property tax rate was reduced by \$0.13, eliminating \$150k in revenue.
- Added \$5,800 to the animal control budget, unrelated to the animal control officer position that has been requested, to cover costs of street employees when working animal control. This figure was inadvertently left out of the initial budget proposal.
- Added \$5,000 to the social services budget.

Factoring in these changes, the general fund deficit is \$109k.

The animal control officer position is budgeted at \$65,000. If it were added to the budget without a tax rate increase, the deficit would jump to \$174k. If the tax rate were adjusted to cover the additional \$65k, the rate would increase by \$0.06. A rate increase of \$0.10 would eliminate the \$109k deficit all together. For reference, every \$0.05 of the tax levy generates ~\$56K of revenue.

## FY24 Proposed Capital Projects

Department	Project	Description	Costs
Community Center	Exterior Masonry - Clean & Paint	Clean exterior masonry (surface discoloration from excessive moisture infiltration) and paint the exterior concrete on the original building and 2003 addition.	\$50,000
	Joint Sealants	Replace the joint sealant on the building exterior where all components meet.	\$35,000
	Parking Lot & Sidewalks	Fill cracks in the 25-year-old parking lot to prevent heaving and extend the life of the pavement.	\$50,000
Parks	Centennial Park	Construct pavilion, outdoor performance venue & 5,000 sqft splash pad.	\$16,363,000
	Fox Run Park and Pond	Add a 6' wide park walk around park and pond, construct a new playground, and add a concrete border around playground with ADA ramp.	\$413,000
	Park Land Acquisition	Acquire park land as identified in the Park Plan.	\$2,500,000
	North Liberty Road Trail - New Segments (2)	Construct missing trail segment in front of Penn Meadows Park and along North Liberty Road & Penn Street from Abraham Road to Molly Street.	\$1,346,000
Streets	W Forevergreen Road - Signals at Kansas Ave	Add traffic signals and additional traffic lanes at intersection.	\$613,000
	W Forevergreen Road - Signals at Jones Blvd	Add traffic signals and additional traffic lanes at intersection.	\$752,000
	West Penn Street - Railroad Xing	Reconstruct the railroad crossing, storm sewer, and improve the trail.	\$211,000

**\*Attached to this memo is a map identifying the location of the proposed street and park projects.**

With the community center nearing 30 years old, staff partnered with Shive Hattery in mid-2022 to assess the condition of the facility. Shive Hattery drafted a facility assessment that identifies and prioritizes maintenance and repair projects. A snapshot of the findings can be found on the following page.

**CITY OF NORTH LIBERTY**

Community Center Facility Condition Assessment

**BUDGETARY PRICING SUMMARY**

DISCIPLINE	Priority 1 Summary	Priority 2 Summary	Priority 3 Summary	Priority 4 Summary	Total Discipline
BUDGETARY PRICING - CIVIL	\$ 75,000	\$ 50,000	\$ 390,000	\$ -	\$ 515,000
BUDGETARY PRICING - ARCHITECTURAL	\$ 1,348,000	\$ 290,000	\$ 352,000	\$ 285,000	\$ 2,275,000
BUDGETARY PRICING - MECHANICAL	\$ -	\$ 665,000	\$ 1,315,000	\$ 880,000	\$ 2,860,000
BUDGETARY PRICING - ELECTRICAL	\$ -	\$ -	\$ 425,000	\$ 510,000	\$ 935,000
<b>priority group sub-totals</b>	<b>\$ 1,423,000</b>	<b>\$ 1,005,000</b>	<b>\$ 2,482,000</b>	<b>\$ 1,675,000</b>	

**TOTAL ALL PROPOSED IMPROVEMENTS \$ 6,585,000**

Repair Priority	Priority Title	Priority Description	Repair Priority
1	Immediate and Severe Impact (0 to 1 year)	This priority describes the work that needs immediate attention to return the facility to a safe condition. This work, if performed, will remedy identified life safety hazards and/or halt accelerated deterioration caused by moisture infiltration. If not corrected expeditiously, these items could threaten occupant safety or promote aggressive deterioration of building components via accelerated physical deterioration.	1
2	Mitigate Additional Damage (1 to 5 years)	This priority includes conditions requiring appropriate attention to preclude predictable deterioration or potential down-time and any associated damage that would ensue if deferred further. If conditions are not addressed in a timely manner, the defect or deficiency could progressively worsen causing additional damage.	2
3	Beyond Expected Life (5 to 10 years)	This priority includes conditions or systems that have been in service for a period of time beyond normally accepted industry standards. This priority includes items that do not conform to existing codes, but are "Grand fathered" in their current condition. No action is required at this time, but should substantial work be undertaken, these items may require corrective action.	3
4	Normal/Within Life Cycle (10 to 15 years)	This priority includes items that are not part of the normal maintenance and general upkeep of the facility. These items include elements that have not reached or are past their life expectancy.	4

The FY24 CIP includes three Priority 1 projects, totaling \$135k. Staff is recommending using cash on hand in the Recreation Capital Fund to complete these projects in the coming fiscal year. In future years, consideration should be given to borrow for or, preferably, if possible, set aside year end cash balances, to help fund these maintenance expenses.

The Franchise Fees and Hotel/Motel Tax funds include park and recreation projects that have been identified as priorities in the Parks Plan and CIP. Staff is seeking confirmation from Council that the proposed FY24 projects remain a priority and should be included in the FY24 budget. On a related note, Parks Superintendent Guy Goldsmith has been communicating with the Fox Run Neighborhood, via the Neighborhood Ambassador, on

concepts for enhancements in both the Fox Run Pond and Fox Run Neighborhood Parks. The neighborhood has requested the Fox Run Pond Park be a priority over the Fox Run Neighborhood Park at this time, which is proposed in this budget.

The debt models identify existing and forecast future debt based on the proposed CIP. With the additions of the E. Forevergreen Road project and park land acquisition to the CIP, the TIF model is somewhat concerning in future years. Staff will continue to monitor this as well as evaluate and search for other funding opportunities for these projects. The debt service model shows an increase of the debt service tax levy to fund current and future projects, such City Hall, the new fire station, and apparatus to be housed in the new station. These are only estimates and most certainly will change based on project commitment, costs, other potential revenue sources and tax valuation growth.

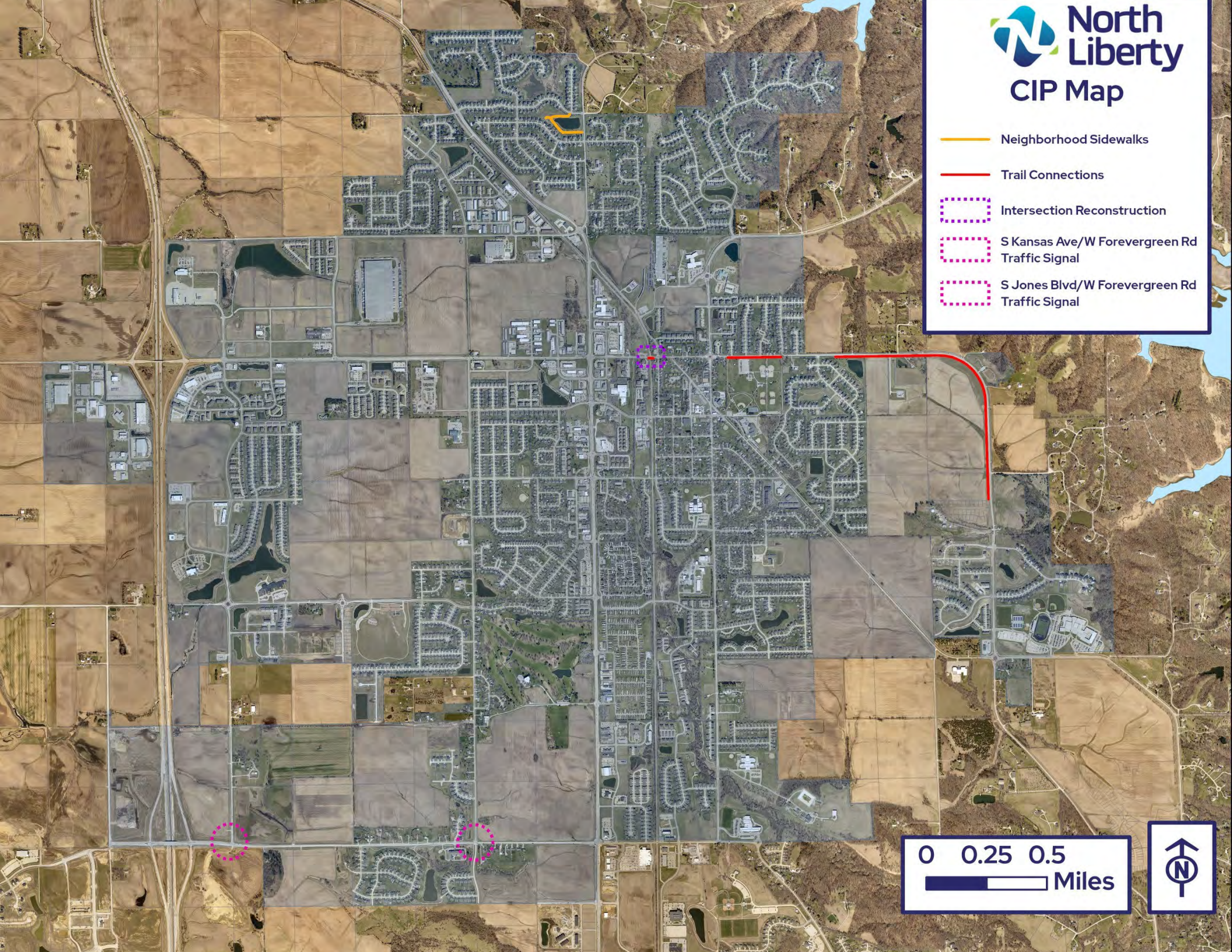
And finally, while the FY24 CIP will garner most of the attention on Tuesday, please take a moment to review the CIP in its entirety. The City Council is asked to approve this document with each annual budget as it serves as a guide moving forward.

Please do not hesitate to contact me prior to our work session on Tuesday with questions or requests for additional information.



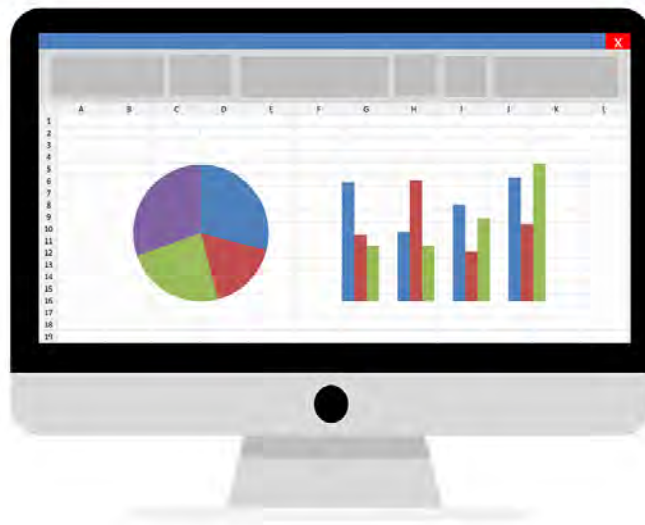
# North Liberty CIP Map

-  Neighborhood Sidewalks
-  Trail Connections
-  Intersection Reconstruction
-  S Kansas Ave/W Forevergreen Rd  
Traffic Signal
-  S Jones Blvd/W Forevergreen Rd  
Traffic Signal





Financial Planning Model  
For Year Ending June 30, 2024  
*(Updated January 20, 2023)*



# Public Safety

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Police</b>							
Budget Inflation Rate		13.13%	4.99%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 2,787,818	\$ 3,060,517	\$ 3,206,934	\$ 3,367,281	\$ 3,535,645	\$ 3,712,427	\$ 3,898,048
Services & Commodities	\$ 324,596	\$ 419,441	\$ 449,000	\$ 471,450	\$ 495,023	\$ 519,774	\$ 545,762
Capital Outlay	\$ -	\$ -	\$ 10,000	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
Transfers	\$ 45,950	\$ 93,236	\$ 85,700	\$ 105,000	\$ 158,000	\$ 265,000	\$ 265,000
<b>Total</b>	<b>\$ 3,158,364</b>	<b>\$ 3,573,194</b>	<b>\$ 3,751,634</b>	<b>\$ 3,954,231</b>	<b>\$ 4,199,692</b>	<b>\$ 4,508,777</b>	<b>\$ 4,720,966</b>
<b>Emergency Management</b>							
Budget Inflation Rate		-72.18%	21.69%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 25,783	\$ 24,900	\$ 30,300	\$ 31,512	\$ 32,772	\$ 34,083	\$ 35,447
Capital Outlay	\$ 63,707	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 89,490</b>	<b>\$ 24,900</b>	<b>\$ 30,300</b>	<b>\$ 31,512</b>	<b>\$ 32,772</b>	<b>\$ 34,083</b>	<b>\$ 35,447</b>
<b>Fire</b>							
Budget Inflation Rate		-6.51%	12.65%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 821,936	\$ 1,002,488	\$ 1,056,357	\$ 1,109,175	\$ 1,164,634	\$ 1,222,865	\$ 1,284,009
SAFER Grant	\$ 21,698	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Services & Commodities	\$ 245,740	\$ 174,300	\$ 195,400	\$ 205,170	\$ 215,429	\$ 226,200	\$ 237,510
Capital Outlay	\$ -	\$ -	\$ 34,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
Transfers	\$ 212,000	\$ 4,900	\$ 49,900	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
<b>Total</b>	<b>\$ 1,301,375</b>	<b>\$ 1,216,688</b>	<b>\$ 1,370,657</b>	<b>\$ 1,473,345</b>	<b>\$ 1,539,062</b>	<b>\$ 1,608,065</b>	<b>\$ 1,680,518</b>
<b>Building Inspections</b>							
Budget Inflation Rate		6.22%	5.71%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 404,268	\$ 438,843	\$ 454,865	\$ 477,608	\$ 501,489	\$ 526,563	\$ 552,891
Services & Commodities	\$ 74,286	\$ 68,466	\$ 81,466	\$ 85,539	\$ 89,816	\$ 94,307	\$ 99,022
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 478,554</b>	<b>\$ 508,309</b>	<b>\$ 537,331</b>	<b>\$ 563,148</b>	<b>\$ 591,305</b>	<b>\$ 620,870</b>	<b>\$ 651,914</b>
<b>Animal Control</b>							
Budget Inflation Rate		1327.05%	-75.88%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ 2,589	\$ 6,000	\$ 5,800	\$ 27,040	\$ 28,122	\$ 29,246	\$ 30,416
Services & Commodities	\$ 4,356	\$ 18,100	\$ 18,100	\$ 18,824	\$ 19,577	\$ 20,360	\$ 21,174
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 6,944</b>	<b>\$ 99,100</b>	<b>\$ 23,900</b>	<b>\$ 45,864</b>	<b>\$ 47,699</b>	<b>\$ 49,607</b>	<b>\$ 51,591</b>
<b>Traffic Safety (Crossing Guards)</b>							
Budget Inflation Rate		45.06%	12.91%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 29,574	\$ 42,899	\$ 47,936	\$ 50,333	\$ 52,849	\$ 55,492	\$ 58,267
Services & Commodities	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 29,574</b>	<b>\$ 42,899</b>	<b>\$ 48,436</b>	<b>\$ 50,333</b>	<b>\$ 52,849</b>	<b>\$ 55,492</b>	<b>\$ 58,267</b>
<b>Total Expenditures</b>	<b>\$ 5,064,301</b>	<b>\$ 5,465,090</b>	<b>\$ 5,762,258</b>	<b>\$ 6,118,432</b>	<b>\$ 6,463,380</b>	<b>\$ 6,876,894</b>	<b>\$ 7,198,702</b>
<b>A Breakdown of Public Safety</b>							
% of General Fund Budget	31.70%	32.14%	32.51%	32.82%	31.92%	33.35%	32.96%
Cost/Capita	\$ 268.75	\$ 281.87	\$ 289.07	\$ 298.77	\$ 307.43	\$ 318.83	\$ 325.53
Total Personnel Costs	\$ 4,046,184	\$ 4,550,747	\$ 4,771,892	\$ 5,031,437	\$ 5,282,738	\$ 5,546,594	\$ 5,823,631
% of Public Safety Expenditures	79.90%	83.27%	82.81%	82.23%	81.73%	80.66%	80.90%

- ACCOUNT FOR revised holiday pay schedule for Sergeants
- UPGRADE body worn camera storage (\$10k)
- REPLACE two Admin Vehicles (\$48k) Lieutenant's truck (\$34k) and computer equipment (\$3.7k)
- ACCOUNT FOR SAFER grant for 3 new FT firefighters
- ADD new hire PPE (\$9k) Lucas Device (\$10k)
- REPLACE gear (\$15k)
- ADD Command/EMS vehicle (\$45k)
- REPLACE computer equipment (\$4.9k)
- ACCOUNT FOR upgrading software

## Fire Capital Fund

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Revenues</b>							
Transfer from General Fund	\$ -	\$ -	\$ 45,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
Transfer from Reserves	\$ 212,000	\$ 4,900	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Other Revenue	\$ 51,728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bond Proceeds	\$ 370,000	\$ -	\$ -	\$ -	\$ 7,000,000	\$ 1,800,000	\$ 1,000,000
<b>Total Revenues</b>	<b>\$ 633,728</b>	<b>\$ 4,900</b>	<b>\$ 45,000</b>	<b>\$ 124,000</b>	<b>\$ 7,124,000</b>	<b>\$ 1,924,000</b>	<b>\$ 1,124,000</b>
<b>Equipment*</b>							
Personal Protective Gear & Equip	\$ 25,517	\$ 24,000					
Fire Station Alert System	\$ 57,569						
Off-Road Brush Fire Truck		\$ 245,000					
Training Tower Conex boxes		\$ 42,000					
SCBA Compressor & Fill Station		\$ 65,000					
Command/EMS Vehicle			\$ 80,000				
Fire Station #2				\$ 7,000,000			
Platform Ladder Truck					\$ 1,500,000		
Fire Station #2 Pumper Truck							\$ 850,000
<b>Total Expenditures</b>	<b>\$ 83,086</b>	<b>\$ 376,000</b>	<b>\$ 80,000</b>	<b>\$ -</b>	<b>\$ 7,000,000</b>	<b>\$ 1,500,000</b>	<b>\$ 850,000</b>
<b>Net Change in Fund Balance</b>	<b>\$ 550,642</b>	<b>\$ (371,100)</b>	<b>\$ (35,000)</b>	<b>\$ 124,000</b>	<b>\$ 124,000</b>	<b>\$ 424,000</b>	<b>\$ 274,000</b>
Beginning Fund Balance	\$ 122,311	\$ 672,954	\$ 301,854	\$ 266,854	\$ 390,854	\$ 514,854	\$ 938,854
Ending Fund Balance	\$ 672,954	\$ 301,854	\$ 266,854	\$ 390,854	\$ 514,854	\$ 938,854	\$ 1,212,854
<i>Unassigned Fund Balance</i>			\$ 16,854				

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

Assigned Funds for Future Expenditures

Fire Station #2 \$250,000

# Public Works

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Solid Waste Collection</b>							
Budget Inflation Rate		36.66%	0.17%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 1,479,969	\$ 2,022,500	\$ 2,026,000	\$ 2,107,040	\$ 2,191,322	\$ 2,278,974	\$ 2,370,133
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 1,479,969</b>	<b>\$ 2,022,500</b>	<b>\$ 2,026,000</b>	<b>\$ 2,107,040</b>	<b>\$ 2,191,322</b>	<b>\$ 2,278,974</b>	<b>\$ 2,370,133</b>
<b>Transit</b>							
Budget Inflation Rate		47.75%	0.00%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 312,000	\$ 324,480
Services & Commodities	\$ 118,445	\$ 175,000	\$ 175,000	\$ 182,000	\$ 150,000	\$ 50,000	\$ 52,000
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ 200,000
<b>Total</b>	<b>\$ 118,445</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 182,000</b>	<b>\$ 850,000</b>	<b>\$ 362,000</b>	<b>\$ 576,480</b>
<b>Streets</b>							
Budget Inflation Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 1,598,414</b>	<b>\$ 2,197,500</b>	<b>\$ 2,201,000</b>	<b>\$ 2,289,040</b>	<b>\$ 3,041,322</b>	<b>\$ 2,640,974</b>	<b>\$ 2,946,613</b>

FYI expenses has an offsetting revenue

FYI funding is available for a potential Rapid Bus Route Study

## A Breakdown of Public Works

% of General Fund Budget	10.01%	12.92%	12.42%	12.28%	15.02%	12.81%	13.49%
Cost/Capita	\$ 84.82	\$ 113.34	\$ 110.41	\$ 111.77	\$ 144.66	\$ 122.44	\$ 133.25
Total Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 312,000	\$ 324,480
% of Public Works Expenditures	0.00%	0.00%	0.00%	0.00%	9.86%	11.81%	11.01%

# Health & Social Services

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Social Services</b>							
Budget Inflation Rate		-42.31%	3.33%	3.00%	3.00%	3.00%	3.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 260,000	\$ 150,000	\$ 155,000	\$ 159,650	\$ 164,440	\$ 169,373	\$ 174,454
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 260,000</b>	<b>\$ 150,000</b>	<b>\$ 155,000</b>	<b>\$ 159,650</b>	<b>\$ 164,440</b>	<b>\$ 169,373</b>	<b>\$ 174,454</b>
<b>Total Expenditures</b>	<b>\$ 260,000</b>	<b>\$ 150,000</b>	<b>\$ 155,000</b>	<b>\$ 159,650</b>	<b>\$ 164,440</b>	<b>\$ 169,373</b>	<b>\$ 174,454</b>

## A Breakdown of Social Services

% of General Fund Budget	1.63%	0.88%	0.87%	0.86%	0.81%	0.82%	0.80%
Cost/Capita	\$ 13.80	\$ 7.74	\$ 7.78	\$ 7.80	\$ 7.82	\$ 7.85	\$ 7.89
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	FY22 Award	FY23 Award	FY24 Request	FY24 Actual
4Cs Community Coordinated Child Care	\$ -	\$ 5,000	\$ -	\$ -
Any Given Child (ICCS)	\$ -	\$ 5,000	\$ -	\$ -
Arc of Southeast Iowa	\$ 1,000	\$ 2,000	\$ -	\$ -
Big Brothers/Big Sisters	\$ 4,375	\$ 8,000	\$ -	\$ -
Center for Worker Justice of Eastern Iowa	\$ 5,000	\$ -	\$ -	\$ -
CommUnity Crisis Services & Food Bank	\$ 10,500	\$ 11,800	\$ -	\$ -
Corridor Community Action Network	\$ 2,000	\$ 2,000	\$ -	\$ -
Domestic Violence Intervention Program	\$ 7,000	\$ 7,000	\$ -	\$ -
Horizons, A Family Service Alliance (Meals)	\$ 10,000	\$ 10,000	\$ -	\$ -
Friends of the Iowa City Senior Center	\$ 8,000	\$ 7,000	\$ -	\$ -
Girls on the Run of Eastern Iowa	\$ 3,200	\$ 3,200	\$ -	\$ -
Houses into Homes	\$ 8,000	\$ 8,000	\$ -	\$ -
Housing Trust Fund of Johnson Co	\$ 20,000	\$ 20,000	\$ -	\$ -
Iowa City Free Medical & Dental Clinic	\$ 3,050	\$ 5,000	\$ -	\$ -
Iowa Legal Aid	\$ 5,000	\$ 5,000	\$ -	\$ -
Iowa Matrix (I AM AWARE program)	\$ -	\$ 2,000	\$ -	\$ -
NL Family Resource Center (ICCS)	\$ 5,000	\$ -	\$ -	\$ -
NL Food & Clothing Pantry	\$ 20,000	\$ 20,000	\$ -	\$ -
Rape Victim Advocacy Program	\$ 3,000	\$ 3,500	\$ -	\$ -
Shelter House Community Shelter	\$ 8,500	\$ 10,000	\$ -	\$ -
Table to Table	\$ 6,375	\$ 7,000	\$ -	\$ -
United Action for Youth	\$ 5,000	\$ 8,500	\$ -	\$ -
<b>Total</b>	<b>\$ 135,000</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 150,000</b>

# Culture & Recreation

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Library</b>							
Budget Inflation Rate		18.79%	-3.53%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 940,866	\$ 1,032,198	\$ 1,073,130	\$ 1,126,787	\$ 1,183,126	\$ 1,242,282	\$ 1,304,396
Services & Commodities	\$ 257,653	\$ 284,270	\$ 298,140	\$ 313,047	\$ 328,699	\$ 345,134	\$ 362,391
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ 107,200	\$ 2,200	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 1,198,519</b>	<b>\$ 1,423,668</b>	<b>\$ 1,373,470</b>	<b>\$ 1,439,834</b>	<b>\$ 1,511,825</b>	<b>\$ 1,587,416</b>	<b>\$ 1,666,787</b>
<b>Parks, Buildings &amp; Grounds</b>							
Budget Inflation Rate		-9.08%	18.75%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 718,912	\$ 824,408	\$ 878,367	\$ 922,285	\$ 968,400	\$ 1,016,820	\$ 1,067,661
Services & Commodities	\$ 195,179	\$ 209,840	\$ 263,850	\$ 277,043	\$ 290,895	\$ 305,439	\$ 320,711
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 285,062	\$ 56,000	\$ 152,450	\$ 188,000	\$ 213,250	\$ 45,000	\$ 101,500
<b>Total</b>	<b>\$ 1,199,153</b>	<b>\$ 1,090,248</b>	<b>\$ 1,294,667</b>	<b>\$ 1,387,328</b>	<b>\$ 1,472,544</b>	<b>\$ 1,367,259</b>	<b>\$ 1,489,872</b>
<b>Recreation</b>							
Budget Inflation Rate		16.17%	3.74%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 1,164,236	\$ 1,317,153	\$ 1,323,557	\$ 1,389,735	\$ 1,459,222	\$ 1,532,183	\$ 1,608,792
Services & Commodities	\$ 369,320	\$ 463,250	\$ 495,500	\$ 520,275	\$ 546,289	\$ 573,603	\$ 602,283
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 45,000	\$ 53,400	\$ 83,400	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>Total</b>	<b>\$ 1,578,557</b>	<b>\$ 1,833,803</b>	<b>\$ 1,902,457</b>	<b>\$ 1,960,010</b>	<b>\$ 2,055,510</b>	<b>\$ 2,155,786</b>	<b>\$ 2,261,075</b>
<b>Community Center</b>							
Budget Inflation Rate		-39.10%	-5.51%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 399,649	\$ 237,000	\$ 257,000	\$ 269,850	\$ 283,343	\$ 297,510	\$ 312,385
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 47,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 446,649</b>	<b>\$ 272,000</b>	<b>\$ 257,000</b>	<b>\$ 269,850</b>	<b>\$ 283,343</b>	<b>\$ 297,510</b>	<b>\$ 312,385</b>
<b>Cemetery</b>							
Budget Inflation Rate		30.65%	0.00%	6.00%	6.00%	6.00%	6.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 30,616	\$ 40,000	\$ 40,000	\$ 42,400	\$ 44,944	\$ 47,641	\$ 50,499
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 30,616</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 42,400</b>	<b>\$ 44,944</b>	<b>\$ 47,641</b>	<b>\$ 50,499</b>
<b>Aquatic Center</b>							
Budget Inflation Rate		16.92%	5.19%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 603,749	\$ 674,100	\$ 704,208	\$ 739,418	\$ 776,389	\$ 815,209	\$ 855,969
Services & Commodities	\$ 214,002	\$ 358,000	\$ 381,500	\$ 400,575	\$ 420,604	\$ 441,634	\$ 463,716
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 882,751</b>	<b>\$ 1,032,100</b>	<b>\$ 1,085,708</b>	<b>\$ 1,139,993</b>	<b>\$ 1,196,993</b>	<b>\$ 1,256,843</b>	<b>\$ 1,319,685</b>
<b>Total Expenditures</b>	<b>\$ 5,336,245</b>	<b>\$ 5,691,819</b>	<b>\$ 5,953,302</b>	<b>\$ 6,239,415</b>	<b>\$ 6,565,159</b>	<b>\$ 6,712,454</b>	<b>\$ 7,100,303</b>

ACCOUNT FOR one Adult Services Librarian from PT to FT (midyear start)

REPLACE computer equipment (\$2.2k)

ADD one new full time laborer (midyear start)

REPLACE computer equipment (\$1.2k) utility vehicle (\$19k) Ford F450 truck (\$95k) and zero-turn mower (\$37.2k)

REPLACE exercise equipment (\$50k) BASP van (\$30k) and technology (\$3.4k)

## A Breakdown of Culture & Recreation

% of General Fund Budget	33.40%	33.47%	33.59%	33.47%	32.42%	32.55%	32.51%
Cost/Capita	\$ 283.18	\$ 293.56	\$ 298.65	\$ 304.67	\$ 312.27	\$ 311.21	\$ 321.08
Total Personnel Costs	\$ 3,427,764	\$ 3,847,859	\$ 3,979,262	\$ 4,178,225	\$ 4,387,136	\$ 4,606,493	\$ 4,836,818
% of C & R Expenditures	64.24%	67.60%	66.84%	66.97%	66.82%	68.63%	68.12%

# Community & Economic Development

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated	
<b>Housing &amp; Urban Renewal</b>								
Budget Inflation Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	SUPPORT ICAD (\$75k) Blues & BBQ (\$30k) UNESCO (\$10k) and Entrepren'l Dev't Center (\$10k)
Services & Commodities	\$ 7,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 7,313</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Economic Development</b>								
Budget Inflation Rate		17.39%	3.70%	3.00%	3.00%	3.00%	3.00%	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Services & Commodities	\$ 115,000	\$ 135,000	\$ 140,000	\$ 144,200	\$ 148,526	\$ 152,982	\$ 157,571	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 115,000</b>	<b>\$ 135,000</b>	<b>\$ 140,000</b>	<b>\$ 144,200</b>	<b>\$ 148,526</b>	<b>\$ 152,982</b>	<b>\$ 157,571</b>	
<b>Planning &amp; Zoning</b>								
Budget Inflation Rate		-11.19%	-0.66%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 206,046	\$ 230,417	\$ 254,777	\$ 267,516	\$ 280,892	\$ 294,936	\$ 309,683	ADD one new Events Assistant position (midyear start)
Services & Commodities	\$ 417,662	\$ 323,500	\$ 295,500	\$ 310,275	\$ 325,789	\$ 342,078	\$ 359,182	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 623,708</b>	<b>\$ 553,917</b>	<b>\$ 550,277</b>	<b>\$ 577,791</b>	<b>\$ 606,680</b>	<b>\$ 637,014</b>	<b>\$ 668,865</b>	
<b>Communications</b>								
Budget Inflation Rate		22.07%	14.89%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 376,258	\$ 444,393	\$ 511,872	\$ 537,466	\$ 564,339	\$ 592,556	\$ 622,184	REPLACE computer equipment (\$1.9k)
Services & Commodities	\$ 48,424	\$ 72,111	\$ 81,800	\$ 85,890	\$ 90,185	\$ 94,694	\$ 99,428	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ 1,900	\$ 1,900	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 424,683</b>	<b>\$ 518,404</b>	<b>\$ 595,572</b>	<b>\$ 623,356</b>	<b>\$ 654,523</b>	<b>\$ 687,250</b>	<b>\$ 721,612</b>	
<b>Total Expenditures</b>	<b>\$ 1,170,703</b>	<b>\$ 1,207,321</b>	<b>\$ 1,285,849</b>	<b>\$ 1,345,346</b>	<b>\$ 1,409,730</b>	<b>\$ 1,477,246</b>	<b>\$ 1,548,048</b>	

## A Breakdown of Community & Economic Development

% of General Fund Budget	7.33%	7.10%	7.26%	7.22%	6.96%	7.16%	7.09%
Cost/Capita	\$ 62.13	\$ 62.27	\$ 64.51	\$ 65.69	\$ 67.05	\$ 68.49	\$ 70.00
Total Personnel Costs	\$ 582,304	\$ 674,810	\$ 766,649	\$ 804,981	\$ 845,231	\$ 887,492	\$ 931,867
% of C & ED Expenditures	49.74%	55.89%	59.62%	59.83%	59.96%	60.08%	60.20%

# General Government

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Mayor &amp; Council</b>							
Budget Inflation Rate		93.71%	0.18%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 12,206	\$ 23,899	\$ 23,943	\$ 25,140	\$ 26,397	\$ 27,717	\$ 29,103
Services & Commodities	\$ 389	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 12,596</b>	<b>\$ 24,399</b>	<b>\$ 24,443</b>	<b>\$ 25,640</b>	<b>\$ 26,897</b>	<b>\$ 28,217</b>	<b>\$ 29,603</b>
<b>Administration</b>							
Budget Inflation Rate		-14.15%	3.68%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 1,171,214	\$ 1,212,061	\$ 1,304,643	\$ 1,369,875	\$ 1,438,369	\$ 1,510,287	\$ 1,585,802
Services & Commodities	\$ 755,957	\$ 703,500	\$ 681,500	\$ 715,575	\$ 751,354	\$ 788,921	\$ 828,368
Capital Outlay	\$ 9,016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 300,000	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300
<b>Total</b>	<b>\$ 2,236,187</b>	<b>\$ 1,919,861</b>	<b>\$ 1,990,443</b>	<b>\$ 2,089,750</b>	<b>\$ 2,194,023</b>	<b>\$ 2,303,509</b>	<b>\$ 2,418,469</b>
<b>Elections</b>							
Budget Inflation Rate							
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 9,292	\$ -	\$ 7,500	\$ 15,000	\$ 8,500	\$ 16,000	\$ 9,500
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 9,292</b>	<b>\$ -</b>	<b>\$ 7,500</b>	<b>\$ 15,000</b>	<b>\$ 8,500</b>	<b>\$ 16,000</b>	<b>\$ 9,500</b>
<b>Legal &amp; Tort Liability</b>							
Budget Inflation Rate		11.36%	3.82%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 221,035	\$ 243,733	\$ 254,391	\$ 267,111	\$ 280,466	\$ 294,489	\$ 309,214
Services & Commodities	\$ 20,618	\$ 25,367	\$ 24,980	\$ 26,229	\$ 27,540	\$ 28,917	\$ 30,363
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 241,654</b>	<b>\$ 269,100</b>	<b>\$ 279,371</b>	<b>\$ 293,340</b>	<b>\$ 308,007</b>	<b>\$ 323,407</b>	<b>\$ 339,577</b>
<b>Personnel</b>							
Budget Inflation Rate		71.18%	-19.95%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 18,940	\$ 50,700	\$ 35,000	\$ 36,750	\$ 38,588	\$ 40,517	\$ 42,543
Services & Commodities	\$ 27,034	\$ 28,000	\$ 28,000	\$ 29,400	\$ 30,870	\$ 32,414	\$ 34,034
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 45,974</b>	<b>\$ 78,700</b>	<b>\$ 63,000</b>	<b>\$ 66,150</b>	<b>\$ 69,458</b>	<b>\$ 72,930</b>	<b>\$ 76,577</b>
<b>Total Expenditures</b>	<b>\$ 2,545,702</b>	<b>\$ 2,292,060</b>	<b>\$ 2,364,757</b>	<b>\$ 2,489,880</b>	<b>\$ 2,606,884</b>	<b>\$ 2,744,063</b>	<b>\$ 2,873,726</b>

ADD one new FT Desktop Technician (midyear start)

REPLACE computer equipment (\$4.3k)

## A Breakdown of General Government

% of General Fund Budget	15.94%	13.48%	13.34%	13.36%	12.87%	13.31%	13.16%
Cost/Capita	\$ 135.09	\$ 118.21	\$ 118.63	\$ 121.58	\$ 124.00	\$ 127.22	\$ 129.95
Total Personnel Costs	\$ 1,423,395	\$ 1,530,393	\$ 1,617,977	\$ 1,698,876	\$ 1,783,820	\$ 1,873,011	\$ 1,966,661.16
% of General Gov't Expenditure	55.91%	66.77%	68.42%	68.23%	68.43%	68.26%	68.44%



# General Fund Revenues

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Taxable Value</b>							
Inflationary Rate		6.10%	6.08%	2.00%	2.00%	2.00%	2.00%
Regular	\$ 987,468,370	\$ 1,047,708,166	\$ 1,111,434,679	\$ 1,133,663,373	\$ 1,156,336,640	\$ 1,179,463,373	\$ 1,203,052,640
Agriculture	\$ 2,038,647	\$ 2,306,058	\$ 2,435,180	\$ 2,483,884	\$ 2,533,561	\$ 2,584,232	\$ 2,635,917
<b>Tax Rates</b>							
General	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000
Insurance	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Transit	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Emergency	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Other	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
<b>Total</b>	<b>\$8.10000</b>	<b>\$8.10000</b>	<b>\$8.10000</b>	<b>\$8.10000</b>	<b>\$8.10000</b>	<b>\$8.10000</b>	<b>\$8.10000</b>
Trust & Agency	\$2.00238	\$2.00238	\$2.10481	\$2.10481	\$2.10481	\$2.10481	\$2.10481
Agriculture	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375
<b>Tax Rate Revenues</b>							
General	\$ 7,988,905	\$ 8,486,436	\$ 9,002,621	\$ 9,182,673	\$ 9,366,327	\$ 9,553,653	\$ 9,744,726
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 355,285	\$ 320,000	\$ 356,000	\$ 356,000	\$ 356,000	\$ 356,000	\$ 356,000
Trust & Agency	\$ 2,546,189	\$ 2,106,493	\$ 2,339,359	\$ 2,386,146	\$ 2,433,869	\$ 2,482,546	\$ 2,532,197
Agriculture	\$ 5,949	\$ 6,927	\$ 7,315	\$ 7,461	\$ 7,610	\$ 7,762	\$ 7,918
Utility Excise Tax	\$ 25,859	\$ 34,735	\$ 50,726	\$ 51,741	\$ 52,775	\$ 53,831	\$ 54,907
Mobile Home Taxes	\$ 22,930	\$ 25,000	\$ 25,000	\$ 25,500	\$ 26,010	\$ 26,530	\$ 27,061
<b>Total</b>	<b>\$ 10,945,117</b>	<b>\$ 10,979,591</b>	<b>\$ 11,781,020</b>	<b>\$ 12,009,521</b>	<b>\$ 12,242,591</b>	<b>\$ 12,480,323</b>	<b>\$ 12,722,810</b>
Inflationary Rate		14.57%	22.06%	1.00%	1.00%	1.00%	1.00%
Licenses & Permits	\$ 610,328	\$ 699,250	\$ 853,480	\$ 862,015	\$ 870,635	\$ 879,341	\$ 888,135
Inflationary Rate		325.27%	38.27%	1.00%	1.00%	1.00%	1.00%
Use of Money	\$ 25,866	\$ 110,000	\$ 152,100	\$ 153,621	\$ 155,157	\$ 156,709	\$ 158,276
Inflationary Rate		839.94%	137.40%	1.00%	1.00%	1.00%	1.00%
Intergovernmental	\$ 29,678	\$ 278,954	\$ 662,223	\$ 668,845	\$ 675,534	\$ 682,289	\$ 689,112
Inflationary Rate		15.55%	-0.31%	3.00%	3.00%	3.00%	3.00%
Charges for Services	\$ 2,666,916	\$ 3,081,600	\$ 3,072,100	\$ 3,164,263	\$ 3,259,191	\$ 3,356,967	\$ 3,457,676
Inflationary Rate		-12.35%	0.31%	2.00%	2.00%	2.00%	2.00%
Miscellaneous	\$ 222,480	\$ 195,000	\$ 195,600	\$ 199,512	\$ 203,502	\$ 207,572	\$ 211,724
Inflationary Rate		-1.67%	10.45%	3.00%	3.00%	3.00%	3.00%
Utility Accounting & Collection	\$ 507,017	\$ 498,541	\$ 550,657	\$ 567,177	\$ 584,192	\$ 601,718	\$ 619,769
Inflationary Rate	100% of backfill	80% of backfill	60% of backfill	40% of backfill	20% of backfill		
Commercial Prop Tax Backfill	\$ 343,783	\$ 244,313	\$ 184,327	\$ 120,000	\$ 60,000	\$ -	\$ -
Business Property Tax Credit	\$ -	\$ -	\$ 149,974	\$ -	\$ -	\$ -	\$ -
Inflationary Rate		100.00%	5.57%	2.00%	2.00%	2.00%	2.00%
Road Use Tax Fund	\$ -	\$ 10,699	\$ 11,295	\$ 11,521	\$ 11,751	\$ 11,986	\$ 12,226
<b>Total</b>	<b>\$ 15,351,185</b>	<b>\$ 16,097,948</b>	<b>\$ 17,612,776</b>	<b>\$ 17,756,475</b>	<b>\$ 18,062,554</b>	<b>\$ 18,376,905</b>	<b>\$ 18,759,727</b>

PLANNING FOR permit fees from anticipated increase in new construction

ACCOUNT FOR SAFER grant funds

PLANNING FOR reduction in backfill

# General Fund Summary

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Revenues</b>							
Property Taxes	\$ 10,945,117	\$ 10,979,591	\$ 11,781,020	\$ 12,009,521	\$ 12,242,591	\$ 12,480,323	\$ 12,722,810
Licenses & Permits	\$ 610,328	\$ 699,250	\$ 853,480	\$ 862,015	\$ 870,635	\$ 879,341	\$ 888,135
Use of Money	\$ 25,866	\$ 110,000	\$ 152,100	\$ 153,621	\$ 155,157	\$ 156,709	\$ 158,276
Intergovernmental	\$ 29,678	\$ 278,954	\$ 662,223	\$ 668,845	\$ 675,534	\$ 682,289	\$ 689,112
Charges for Services	\$ 2,666,916	\$ 3,081,600	\$ 3,072,100	\$ 3,164,263	\$ 3,259,191	\$ 3,356,967	\$ 3,457,676
Miscellaneous	\$ 222,480	\$ 195,000	\$ 195,600	\$ 199,512	\$ 203,502	\$ 207,572	\$ 211,724
Utility Accounting & Collection	\$ 507,017	\$ 498,541	\$ 550,657	\$ 567,177	\$ 584,192	\$ 601,718	\$ 619,769
Road Use Tax Fund	\$ -	\$ 10,699	\$ 11,295	\$ 11,521	\$ 11,751	\$ 11,986	\$ 12,226
Commercial Property Tax Backfill	\$ 343,783	\$ 244,313	\$ 184,327	\$ 120,000	\$ 60,000	\$ -	\$ -
Business Property Tax Credit	\$ -	\$ -	\$ 149,974	\$ -	\$ -	\$ -	\$ -
<b>Total General Fund Revenues</b>	<b>\$ 15,351,185</b>	<b>\$ 16,097,948</b>	<b>\$ 17,612,776</b>	<b>\$ 17,756,475</b>	<b>\$ 18,062,554</b>	<b>\$ 18,376,905</b>	<b>\$ 18,759,727</b>
<b>Expenditures</b>							
Public Safety	\$ 5,064,301	\$ 5,465,090	\$ 5,762,258	\$ 6,118,432	\$ 6,463,380	\$ 6,876,894	\$ 7,198,702
Public Works	\$ 1,598,414	\$ 2,197,500	\$ 2,201,000	\$ 2,289,040	\$ 3,041,322	\$ 2,640,974	\$ 2,946,613
Health & Social Services	\$ 260,000	\$ 150,000	\$ 155,000	\$ 159,650	\$ 164,440	\$ 169,373	\$ 174,454
Culture & Recreation	\$ 5,336,245	\$ 5,691,819	\$ 5,953,302	\$ 6,239,415	\$ 6,565,159	\$ 6,712,454	\$ 7,100,303
Community & Economic Dev't	\$ 1,170,703	\$ 1,207,321	\$ 1,285,849	\$ 1,345,346	\$ 1,409,730	\$ 1,477,246	\$ 1,548,048
General Government	\$ 2,545,702	\$ 2,292,060	\$ 2,364,757	\$ 2,489,880	\$ 2,606,884	\$ 2,744,063	\$ 2,873,726
<b>Total General Fund Expenditures</b>	<b>\$ 15,975,365</b>	<b>\$ 17,003,790</b>	<b>\$ 17,722,166</b>	<b>\$ 18,641,763</b>	<b>\$ 20,250,914</b>	<b>\$ 20,621,004</b>	<b>\$ 21,841,847</b>
Revenues - Expenditures =	\$ (624,180)	\$ (905,842)	\$ (109,390)	\$ (885,288)	\$ (2,188,360)	\$ (2,244,099)	\$ (3,082,120)
Beginning Fund Balance	\$ 7,191,253	\$ 6,567,073	\$ 5,146,467	\$ 5,037,078	\$ 4,151,790	\$ 1,963,429	\$ (280,670)
Transfers In/ (Out) *		\$ (750,000)	\$ -				
Ending Fund Balance	\$ 6,567,073	\$ 5,146,467	\$ 5,037,078	\$ 4,151,790	\$ 1,963,429	\$ (280,670)	\$ (3,362,790)
% Reserved	42.78%	30.00%	28.60%	23.38%	10.87%	-153%	-17.93%
Total Revenues/Capita	\$ 815	\$ 830	\$ 884	\$ 867	\$ 859	\$ 852	\$ 848
<b>Expenditures/Capita</b>							
Public Safety	\$ 269	\$ 282	\$ 289	\$ 299	\$ 307	\$ 319	\$ 326
Public Works	\$ 85	\$ 113	\$ 110	\$ 112	\$ 145	\$ 122	\$ 133
Health & Social Services	\$ 14	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8
Culture & Recreation	\$ 283	\$ 294	\$ 299	\$ 305	\$ 312	\$ 311	\$ 321
Community & Economic Dev't	\$ 62	\$ 62	\$ 65	\$ 66	\$ 67	\$ 68	\$ 70
General Government	\$ 135	\$ 118	\$ 119	\$ 122	\$ 124	\$ 127	\$ 130
<b>Total GF Expenditures/Capita</b>	<b>\$ 848</b>	<b>\$ 877</b>	<b>\$ 889</b>	<b>\$ 910</b>	<b>\$ 963</b>	<b>\$ 956</b>	<b>\$ 988</b>
<b>Personnel Expenditures</b>							
Public Safety	\$ 4,046,184	\$ 4,550,747	\$ 4,771,892	\$ 5,031,437	\$ 5,282,738	\$ 5,546,594	\$ 5,823,631
Public Works	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 312,000	\$ 324,480
Health & Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Culture & Recreation	\$ 3,427,764	\$ 3,847,859	\$ 3,979,262	\$ 4,178,225	\$ 4,387,136	\$ 4,606,493	\$ 4,836,818
Community & Economic Dev't	\$ 582,304	\$ 674,810	\$ 766,649	\$ 804,981	\$ 845,231	\$ 887,492	\$ 931,867
General Government	\$ 1,423,395	\$ 1,530,393	\$ 1,617,977	\$ 1,698,876	\$ 1,783,820	\$ 1,873,011	\$ 1,966,661
<b>Total Personnel Expenditures</b>	<b>\$ 9,479,648</b>	<b>\$ 10,603,809</b>	<b>\$ 11,135,780</b>	<b>\$ 11,713,519</b>	<b>\$ 12,598,925</b>	<b>\$ 13,225,590</b>	<b>\$ 13,883,457</b>
% of General Fund Expenditures	59.34%	62.36%	62.84%	62.83%	62.21%	64.14%	63.56%

\*Transfer In: ARPA for Health & Social Services Grants \$150,000

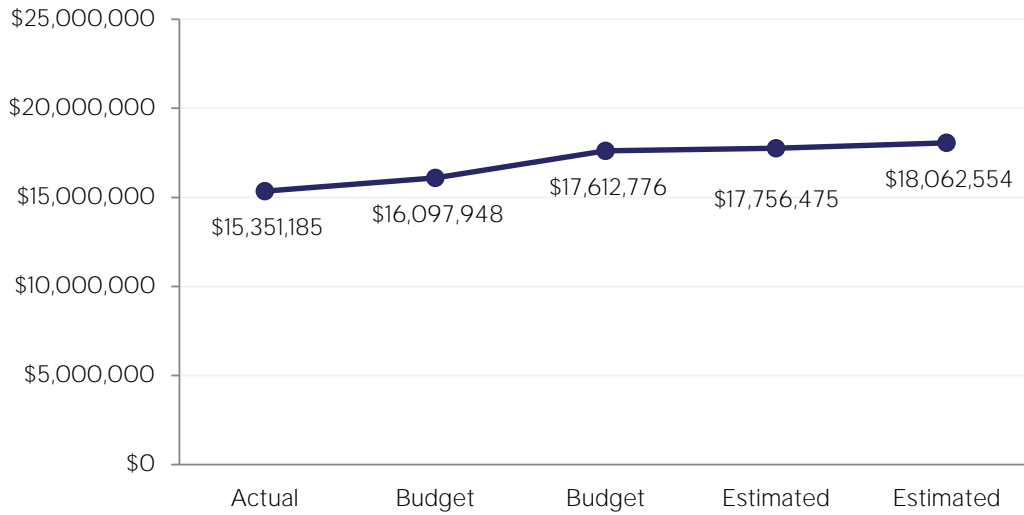
\*Transfer (Out): City Hall Project Fund \$(900,000)

# American Rescue Plan Act (ARPA) Allocation

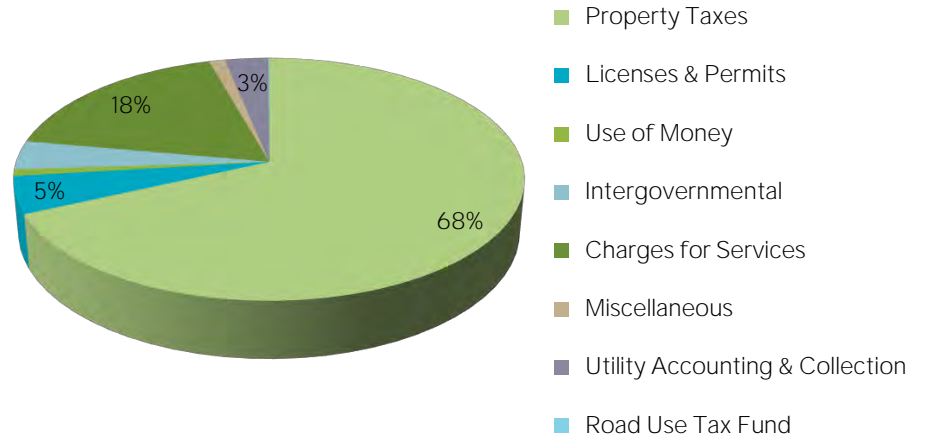
Coronavirus State and Local Fiscal Recovery Funds \$ 2,906,110      Remainder \$ 1,260,000

Projects Funded		FY22	FY23	ALLOCATED	POTENTIAL
1. Domestic Violence Intervention Program	\$	25,000			
2. North Liberty Community Pantry	\$	100,000			
3. City Social Services Grants			\$ 150,000		
4. Storm Water GIS			\$ 200,000		
5. Centennial Park Splash Pad				\$ 731,110	
6. Ranshaw House Furnishings				\$ 40,000	
7. Affordable Housing Program				\$ 400,000	
8. Workforce Housing Program					\$ 100,000
9. Social Service Support					\$ 400,000
10. Water/Sewer/Storm Water Projects					\$ 735,000
<b>Total</b>	<b>\$</b>	<b>125,000</b>	<b>\$ 350,000</b>	<b>\$ 1,171,110</b>	<b>\$ 1,235,000</b>
Budgeted General Fund Transfer	\$	-	\$ 155,000	\$ -	

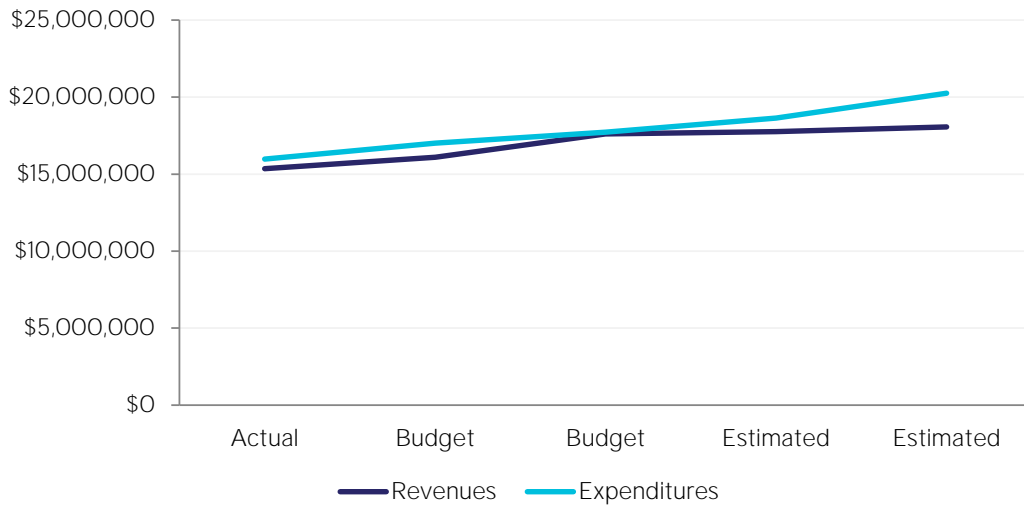
### General Fund Balance Projection



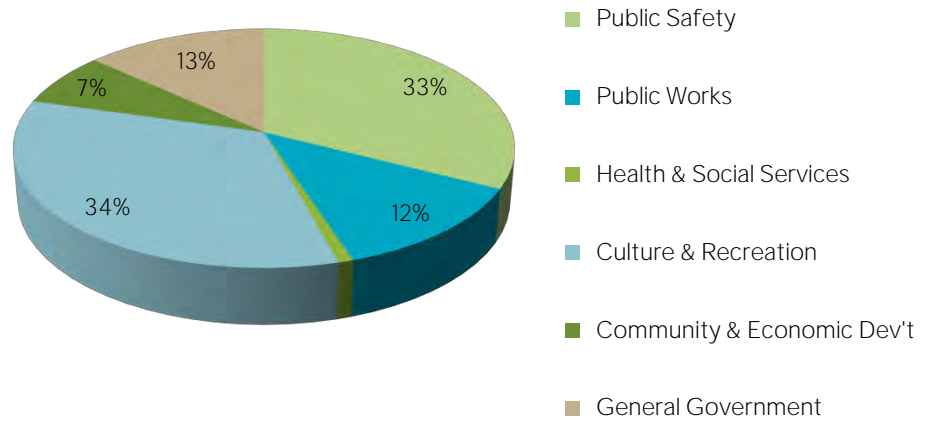
### General Fund FY24 Revenues



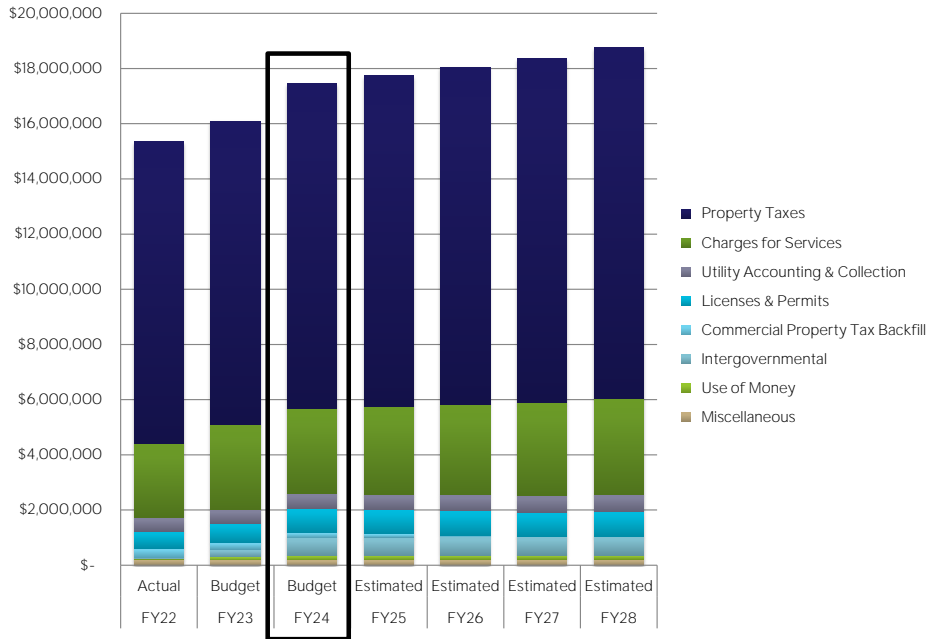
### General Fund Revenue/Expense Projections



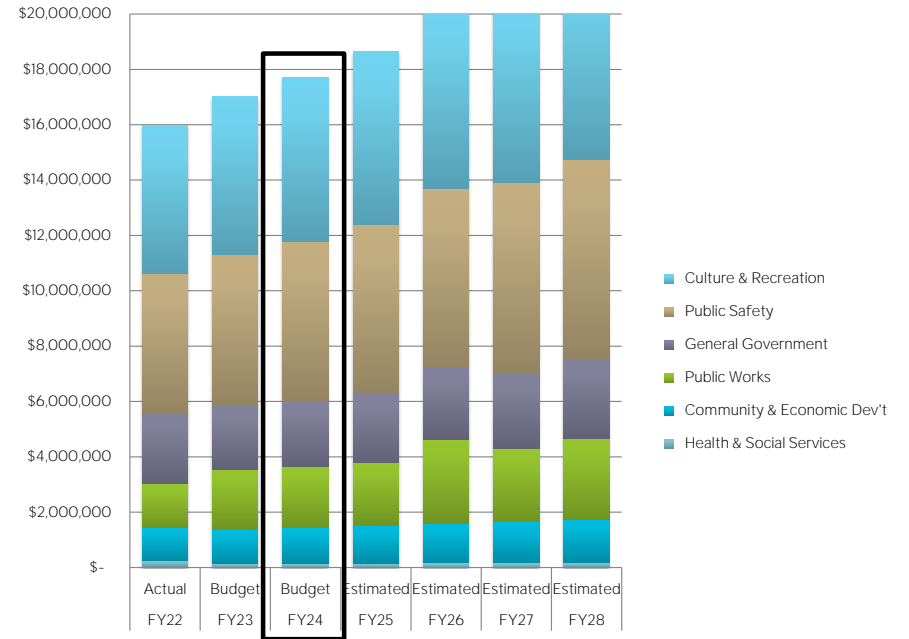
### General Fund FY24 Expenditures



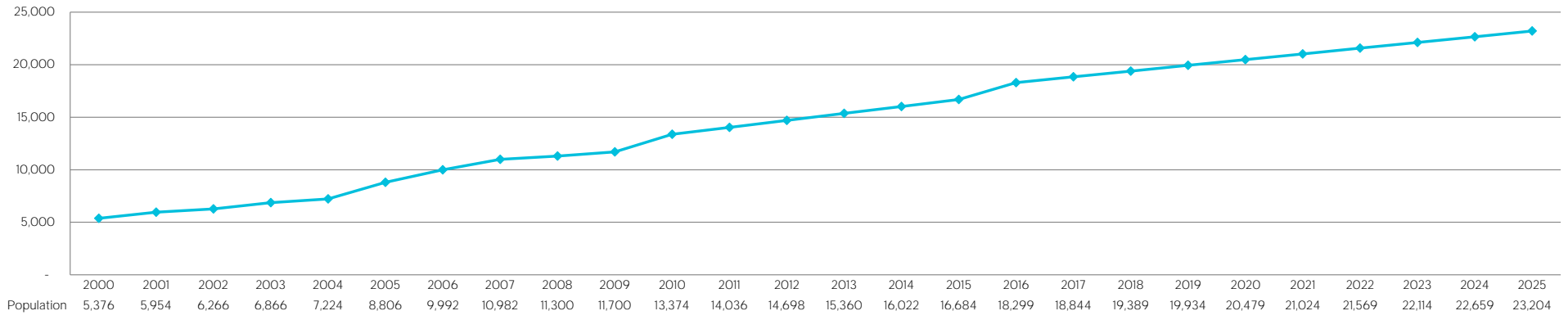
### History & Forecast of General Fund Revenues



### History & Forecast of General Fund Expenditures



### North Liberty Census History and Forecast



## Hotel/Motel Tax

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Revenues</b>							
Budget Inflation Rate		-29.43%	13.12%	2.00%	2.00%	2.00%	2.00%
Taxes Collected	\$ 93,947	\$ 66,300	\$ 75,000	\$ 76,500	\$ 78,030	\$ 79,591	\$ 81,182
Total Revenues	\$ 93,947	\$ 66,300	\$ 75,000	\$ 76,500	\$ 78,030	\$ 79,591	\$ 81,182
<b>Expenditures</b>							
CVB Contribution	\$ 26,323	\$ 16,575	\$ 18,750	\$ 19,125	\$ 19,508	\$ 19,898	\$ 20,296
Services & Commodities	\$ 5,733	\$ 6,890	\$ 6,900	\$ 7,038	\$ 7,179	\$ 7,322	\$ 7,469
<b>Projects*</b>							
Penn Meadows Playground border & ADA ramp	\$ 15,000						
Holiday Décor	\$ 10,000						
Blues & BBQ, Summer Slate & Beat the Bitter		\$ 15,000					
Babe Ruth Field concessions Phase 1		\$ 25,000					
Babe Ruth Field concessions Phase 2							
Fox Run Pond Park			\$ 75,000				
Aquatic Center outdoor slides			\$ 18,000				
Cornerstone Park sidewalk repairs				\$ 35,000			
Penn Meadows Park parking lot repairs				\$ 60,000			
Liberty Centre Park repainting					\$ 25,000		
Deerfield Park trail						\$ 65,000	
Frisbee Golf (park tbd)						\$ 20,000	\$ 20,000
Total Expenditures	\$ 57,057	\$ 63,465	\$ 118,650	\$ 121,163	\$ 51,686	\$ 112,220	\$ 47,764
Net Change in Fund Balance	\$ 36,891	\$ 2,835	\$ (43,650)	\$ (44,663)	\$ 26,344	\$ (32,629)	\$ 33,418
Beginning Fund Balance	\$ 32,753	\$ 69,644	\$ 72,479	\$ 28,829	\$ (15,834)	\$ 10,510	\$ (22,120)
Ending Fund Balance	\$ 69,644	\$ 72,479	\$ 28,829	\$ (15,834)	\$ 10,510	\$ (22,120)	\$ 11,298
% Reserved	122.06%	114.20%	24.30%	-13.07%	20.33%	-19.71%	23.65%

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

## Franchise Fee Fund Current

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Revenues</b>							
Alliant Energy	\$ 169,656	\$ 202,000	\$ 192,436	\$ 194,361	\$ 196,304	\$ 198,267	\$ 200,250
Linn County REC	\$ 115,388	\$ 60,600	\$ 130,882	\$ 132,191	\$ 133,512	\$ 134,848	\$ 136,196
MidAmerican Energy	\$ 67,604	\$ 80,800	\$ 76,682	\$ 77,449	\$ 78,223	\$ 79,005	\$ 79,795
<b>Total Revenues</b>	<b>\$ 352,649</b>	<b>\$ 343,400</b>	<b>\$ 400,000</b>	<b>\$ 404,000</b>	<b>\$ 408,040</b>	<b>\$ 412,120</b>	<b>\$ 416,242</b>
<b>Expenditures</b>							
<b>Projects*</b>							
Babe Ruth Field backstop		\$ 60,000					
Babe Ruth Field concessions Phase 1		\$ 25,000					
Centennial Park ADA playground							
Penn Meadows parking repair/resurface		\$ 250,000					
Penn Meadows parking expansion		\$ 130,000					
Centennial Park			\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	
Fox Run Pond Park playground			\$ 338,000				
Broadmoor Park new park walk trail				\$ 109,000			
Trail Lighting				\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Fox Run Neighborhood Park playground					\$ 90,000		
Penn Meadows Tennis parking expansion					\$ 36,000		
Quail Ridge Park parking expansion					\$ 75,000		
Ranshaw House outdoor fitness equipment						\$ 60,000	
Red Fern Dog Park agility equipment						\$ 65,000	
Fox Valley playground							\$ 200,000
Freedom Park new park walk trail							\$ 87,000
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 465,000</b>	<b>\$ 838,000</b>	<b>\$ 659,000</b>	<b>\$ 751,000</b>	<b>\$ 675,000</b>	<b>\$ 337,000</b>
<b>Net Change in Fund Balance</b>	<b>\$ 352,649</b>	<b>\$ (121,600)</b>	<b>\$ (438,000)</b>	<b>\$ (255,000)</b>	<b>\$ (342,960)</b>	<b>\$ (262,880)</b>	<b>\$ 79,242</b>
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ 352,649</b>	<b>\$ 231,049</b>	<b>\$ (206,951)</b>	<b>\$ (461,951)</b>	<b>\$ (804,911)</b>	<b>\$ (1,067,791)</b>
<b>Ending Fund Balance</b>	<b>\$ 352,649</b>	<b>\$ 231,049</b>	<b>\$ (206,951)</b>	<b>\$ (461,951)</b>	<b>\$ (804,911)</b>	<b>\$ (1,067,791)</b>	<b>\$ (988,549)</b>

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

## Franchise Fee Fund 1% Increase

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Revenues</b>							
Alliant Energy	\$ 169,656	\$ 202,000	\$ 288,655	\$ 291,541	\$ 294,457	\$ 297,401	\$ 300,375
Linn County REC	\$ 115,388	\$ 60,600	\$ 196,323	\$ 198,286	\$ 200,269	\$ 202,271	\$ 204,294
MidAmerican Energy	\$ 67,604	\$ 80,800	\$ 115,023	\$ 116,173	\$ 117,335	\$ 118,508	\$ 119,693
<b>Total Revenues</b>	<b>\$ 352,649</b>	<b>\$ 343,400</b>	<b>\$ 600,000</b>	<b>\$ 606,000</b>	<b>\$ 612,060</b>	<b>\$ 618,181</b>	<b>\$ 624,362</b>
<b>Expenditures</b>							
<b>Projects*</b>							
Babe Ruth Field backstop		\$ 60,000					
Babe Ruth Field concessions Phase 1		\$ 25,000					
Centennial Park ADA playground							
Penn Meadows parking repair/resurface		\$ 250,000					
Penn Meadows parking expansion		\$ 130,000					
Centennial Park			\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	
Fox Run Pond Park playground			\$ 338,000				
Broadmoor Park new park walk trail				\$ 109,000			
Trail Lighting				\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Fox Run Neighborhood Park playground					\$ 90,000		
Penn Meadows Tennis parking expansion					\$ 36,000		
Quail Ridge Park parking expansion					\$ 75,000		
Ranshaw House outdoor fitness equipment						\$ 60,000	
Red Fern Dog Park agility equipment						\$ 65,000	
Fox Valley playground							\$ 200,000
Freedom Park new park walk trail							\$ 87,000
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 465,000</b>	<b>\$ 838,000</b>	<b>\$ 659,000</b>	<b>\$ 751,000</b>	<b>\$ 675,000</b>	<b>\$ 337,000</b>
<b>Net Change in Fund Balance</b>	<b>\$ 352,649</b>	<b>\$ (121,600)</b>	<b>\$ (238,000)</b>	<b>\$ (53,000)</b>	<b>\$ (138,940)</b>	<b>\$ (56,819)</b>	<b>\$ 287,362</b>
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ 352,649</b>	<b>\$ 231,049</b>	<b>\$ (6,951)</b>	<b>\$ (59,951)</b>	<b>\$ (198,891)</b>	<b>\$ (255,711)</b>
<b>Ending Fund Balance</b>	<b>\$ 352,649</b>	<b>\$ 231,049</b>	<b>\$ (6,951)</b>	<b>\$ (59,951)</b>	<b>\$ (198,891)</b>	<b>\$ (255,711)</b>	<b>\$ 31,652</b>

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



# Road Use Tax (RUT) Fund

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated	
Population	18,299	20,479	20,479	20,479	20,479	20,479	20,479	
RUT Formula Funding/Capita	\$ 125.94	\$ 104.17	\$ 106.24	\$ 107.07	\$ 107.90	\$ 108.73	\$ 109.56	
2015 Gas Tax Funding/Capita	\$ 25.79	\$ 21.34	\$ 21.76	\$ 21.93	\$ 22.10	\$ 22.27	\$ 22.44	ADD one new FT laborer
<b>Revenues</b>								
RUT Formula Funding/Capita	\$ 2,304,522	\$ 2,133,195	\$ 2,175,689	\$ 2,192,687	\$ 2,209,684	\$ 2,226,682	\$ 2,243,679	
2015 Gas Tax Funding/Capita	\$ 472,011	\$ 436,919	\$ 445,623	\$ 449,104	\$ 452,586	\$ 456,067	\$ 459,549	
<b>Total Revenues</b>	<b>\$ 2,776,533</b>	<b>\$ 2,570,115</b>	<b>\$ 2,621,312</b>	<b>\$ 2,641,791</b>	<b>\$ 2,662,270</b>	<b>\$ 2,682,749</b>	<b>\$ 2,703,228</b>	
<b>Expenditures</b>								
Budget Inflation Rate		5.94%	30.07%	5.00%	5.00%	5.00%	5.00%	NEW Utility ATV (\$80k)
Personnel Services	\$ 790,842	\$ 851,260	\$ 907,676	\$ 953,060	\$ 1,000,713	\$ 1,050,748	\$ 1,103,286	
Services & Commodities	\$ 477,809	\$ 406,510	\$ 501,900	\$ 526,995	\$ 553,345	\$ 581,012	\$ 610,063	REPLACE dump truck w snow attachments (\$300k)
Snow & Ice Removal	\$ 175,540	\$ 160,000	\$ 170,000	\$ 178,500	\$ 187,425	\$ 196,796	\$ 206,636	
Traffic Safety	\$ 105,376	\$ 143,000	\$ 130,000	\$ 136,500	\$ 143,325	\$ 150,491	\$ 158,016	
Street Lighting	\$ 88,623	\$ 77,000	\$ 96,000	\$ 100,800	\$ 105,840	\$ 111,132	\$ 116,689	
<b>Transfers</b>								
Equipment Revolving	\$ 286,644	\$ 320,000	\$ 380,000	\$ 215,000	\$ 294,000	\$ 405,000	\$ 590,000	
Capital	\$ -	\$ 52,300	\$ 600,000	\$ -	\$ -	\$ -	\$ -	
Debt	\$ 147,040	\$ 149,290	\$ 146,170	\$ 146,070	\$ 147,690	\$ 149,950	\$ -	
Street Repair Program	\$ 388,854	\$ 436,919	\$ 445,623	\$ 449,104	\$ 452,586	\$ 456,067	\$ 459,549	IMPROVE Streets office (\$600k)
Computer Revolving	\$ -	\$ -	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	
Billing & Accounting	\$ -	\$ 10,669	\$ 11,295	\$ 11,295	\$ 11,295	\$ 11,295	\$ 11,295	
<b>Total Expenditures</b>	<b>\$ 2,460,729</b>	<b>\$ 2,606,948</b>	<b>\$ 3,390,964</b>	<b>\$ 2,719,624</b>	<b>\$ 2,898,518</b>	<b>\$ 3,114,792</b>	<b>\$ 3,257,833</b>	
Net Change in Fund Balance	\$ 315,804	\$ (36,834)	\$ (769,652)	\$ (77,833)	\$ (236,248)	\$ (432,043)	\$ (554,605)	
Beginning Fund Balance	\$ 2,406,539	\$ 2,722,343	\$ 2,685,509	\$ 1,915,857	\$ 1,838,024	\$ 1,601,775	\$ 1,169,732	
Ending Fund Balance	\$ 2,722,343	\$ 2,685,509	\$ 1,915,857	\$ 1,838,024	\$ 1,601,775	\$ 1,169,732	\$ 615,127	
% Reserved	110.63%	103.01%	56.50%	67.58%	55.26%	37.55%	18.88%	

A Breakdown of Road Use Tax (RUT) Fund

Total Personnel Costs	\$ 790,842	\$ 851,260	\$ 907,676	\$ 953,060	\$ 1,000,713	\$ 1,050,748	\$ 1,103,286
% of RUT Fund Expenditures	32.14%	32.65%	26.77%	35.04%	34.52%	33.73%	33.87%

# Street Repair Program

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
<b>Revenues</b>							
Transfer from RUT Fund	\$ 388,854	\$ 436,919	\$ 445,623	\$ 449,104	\$ 452,586	\$ 456,067	\$ 459,549
Other Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 388,854</b>	<b>\$ 436,919</b>	<b>\$ 445,623</b>	<b>\$ 449,104</b>	<b>\$ 452,586</b>	<b>\$ 456,067</b>	<b>\$ 459,549</b>
<b>Expenditures</b>							
<b>Projects*</b>							
Ranshaw Way Shoulders	\$ 300,000						
W. Penn Street RR Crossing			\$ 211,000				
North Stewart Street				\$ 1,659,000			
Commercial Drive					\$ 151,000		
Rachael Street Bridge							\$ 160,000
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 300,000</b>	<b>\$ 211,000</b>	<b>\$ -</b>	<b>\$ 1,659,000</b>	<b>\$ 151,000</b>	<b>\$ 160,000</b>
<b>Net Change in Fund Balance</b>	<b>\$ 388,854</b>	<b>\$ 136,919</b>	<b>\$ 234,623</b>	<b>\$ 449,104</b>	<b>\$ (1,206,414)</b>	<b>\$ 305,067</b>	<b>\$ 299,549</b>
Beginning Fund Balance	\$ (332,025)	\$ 56,829	\$ 193,748	\$ 428,372	\$ 877,476	\$ (328,938)	\$ (23,871)
Ending Fund Balance	\$ 56,829	\$ 193,748	\$ 428,372	\$ 877,476	\$ (328,938)	\$ (23,871)	\$ 275,678

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

# Utility Rate Analysis

<i>Waste Water Rate Increase Analysis</i>					
		FY23	FY24	Difference	
Base Rate	\$	31.24	\$ 31.24	\$	-
Rate/1000 gallons	\$	5.63	\$ 5.63	\$	-
		Cost per Month		FY24 Increase	
Consumption (in gallons)		FY23	FY24	%	\$
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%	\$ -

<i>Water Rate Increase Analysis</i>					
		FY23	FY24	Difference	
Base Rate	\$	17.44	\$ 17.44	\$	-
Rate/1000 gallons	\$	7.01	\$ 7.01	\$	-
		Cost per Month		FY24 Increase	
Consumption (in gallons)		FY23	FY24	%	\$
3,000	\$	31.45	\$ 31.45	0%	\$ -
5,000	\$	45.47	\$ 45.47	0%	\$ -
8,000	\$	66.49	\$ 66.49	0%	\$ -
11,000	\$	87.51	\$ 87.51	0%	\$ -

<i>Storm Water Rate Increase Analysis</i>					
		FY23	FY24	Difference	
Base Rate	\$	2.00	\$ 2.00	\$	-
Rate/1000 gallons	\$	-	\$ -	\$	-
		Cost per Month		FY24 Increase	
Consumption (in gallons)		FY23	FY24	%	\$
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%	\$ -

<i>Utility Rates Increase Analysis</i>					
		Cost per Month		FY24 Increase	
Consumption (in gallons)		FY23	FY24	%	\$
3,000	\$	75.95	\$ 75.95	0%	\$ -
5,000	\$	101.23	\$ 101.23	0%	\$ -
8,000	\$	139.14	\$ 139.14	0%	\$ -
11,000	\$	177.05	\$ 177.05	0%	\$ -

# Storm Water Utility

	FY22 Actual	FY23 Budget	FY24 Budget	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
Budget Inflation Rate		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Number of Accounts	9,271	9,410	9,551	9,695	9,840	9,988	10,137
Base Rate	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
<b>Revenues</b>							
Storm Water Fees	\$ 222,506	\$ 225,843	\$ 229,231	\$ 232,670	\$ 236,160	\$ 239,702	\$ 243,297
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Use of Money	\$ 270	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Miscellaneous	\$ 2,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 225,736</b>	<b>\$ 226,843</b>	<b>\$ 230,231</b>	<b>\$ 233,670</b>	<b>\$ 237,160</b>	<b>\$ 240,702</b>	<b>\$ 244,297</b>
<b>Expenditures</b>							
Budget Inflation Rate		82.73%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 108,746	\$ 115,237	\$ 119,447	\$ 125,419	\$ 131,690	\$ 138,275	\$ 145,189
Services & Commodities	\$ 64,363	\$ 103,300	\$ 113,800	\$ 119,490	\$ 125,465	\$ 131,738	\$ 138,325
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Transfers</b>							
Equipment Revolving	\$ 12,500	\$ 50,000	\$ 41,000	\$ 200,000	\$ 104,250	\$ 175,000	\$ 17,500
Capital Reserve	\$ -	\$ 95,000	\$ 101,000	\$ 148,000	\$ 148,000	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 26,685	\$ 24,392	\$ 27,533	\$ 22,157	\$ 23,265	\$ 24,428	\$ 25,650
<b>Total Expenditures</b>	<b>\$ 212,294</b>	<b>\$ 387,929</b>	<b>\$ 402,780</b>	<b>\$ 615,066</b>	<b>\$ 532,670</b>	<b>\$ 469,441</b>	<b>\$ 326,663</b>
Net Change in Fund Balance	\$ 13,442	\$ (161,086)	\$ (172,549)	\$ (381,397)	\$ (295,510)	\$ (228,739)	\$ (82,365)
Beginning Fund Balance	\$ 117,278	\$ 130,720	\$ (30,366)	\$ (202,915)	\$ (584,311)	\$ (879,822)	\$ (1,108,561)
Ending Fund Balance	\$ 130,720	\$ (30,366)	\$ (202,915)	\$ (584,311)	\$ (879,822)	\$ (1,108,561)	\$ (1,190,926)
% Reserved	61.58%	-7.83%	-50.38%	-95.00%	-165.17%	-236.14%	-364.57%
<b>A Breakdown of Storm Water Utility</b>							
Total Personnel Costs	\$ 108,746	\$ 115,237	\$ 119,447	\$ 125,419	\$ 131,690	\$ 138,275	\$ 145,189
% of Storm Water Utility Expendi	51.22%	29.71%	29.66%	20.39%	24.72%	29.46%	44.45%

ADD  
Mini Vac Unit  
(\$41k)

REHAB  
Muddy Creek  
Flood Control  
- Golfview  
(\$30k)  
- Front Street  
(\$10k)  
- Rachael  
Bridge (\$30k)

Penn  
Meadows bio  
cell repair  
(\$31k)

# Water Utility Budget & Forecast

	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34
	Actual	Budget	Budget	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Budget Inflation Rate		1.50%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Number of Accounts	9,411	9,425	9,614	9,758	9,904	10,053	10,204	10,357	10,512	10,670	10,830	10,992	11,157
Gallons Sold	395,021,000	420,000,000	428,400,000	434,826,000	441,348,390	447,968,616	454,688,145	461,508,467	468,431,094	475,457,561	482,589,424	489,828,265	497,175,689
Proposed Rate Increase		0.0%	0.0%	3.0%	3.0%	0.0%	0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Base Rate	\$ 17.44	\$ 17.44	\$ 17.44	\$ 17.96	\$ 18.50	\$ 18.50	\$ 18.50	\$ 19.06	\$ 19.63	\$ 20.22	\$ 20.82	\$ 21.45	\$ 22.09
Rate/1000 Gallons	\$ 7.01	\$ 7.01	\$ 7.01	\$ 7.22	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.66	\$ 7.89	\$ 8.12	\$ 8.37	\$ 8.62	\$ 8.88
<b>Revenues</b>													
Water Sales	\$ 4,030,162	\$ 4,123,098	\$ 4,205,560	\$ 4,396,703	\$ 4,596,533	\$ 4,665,481	\$ 4,735,463	\$ 4,950,690	\$ 5,175,699	\$ 5,410,934	\$ 5,656,861	\$ 5,913,966	\$ 6,182,755
Sales Tax	\$ 254,979	\$ 247,386	\$ 252,334	\$ 263,802	\$ 275,792	\$ 279,929	\$ 284,128	\$ 297,041	\$ 310,542	\$ 324,656	\$ 339,412	\$ 354,838	\$ 370,965
Connection Fees/Permits	\$ 141,497	\$ 103,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000
Use of Money	\$ 6,133	\$ 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	\$ 5,492	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 4,438,264</b>	<b>\$ 4,493,984</b>	<b>\$ 4,583,394</b>	<b>\$ 4,786,005</b>	<b>\$ 4,997,825</b>	<b>\$ 5,070,910</b>	<b>\$ 5,145,091</b>	<b>\$ 5,373,231</b>	<b>\$ 5,611,741</b>	<b>\$ 5,861,090</b>	<b>\$ 6,121,773</b>	<b>\$ 6,394,304</b>	<b>\$ 6,679,221</b>
<b>Expenditures</b>													
Budget Inflation Rate		-3.16%	8.82%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 745,782	\$ 777,762	\$ 807,394	\$ 847,764	\$ 890,152	\$ 934,659	\$ 981,392	\$ 1,030,462	\$ 1,081,985	\$ 1,136,084	\$ 1,192,889	\$ 1,252,533	\$ 1,315,160
Services & Commodities	\$ 1,302,504	\$ 1,240,492	\$ 1,679,879	\$ 1,757,123	\$ 1,844,979	\$ 1,937,228	\$ 2,034,089	\$ 2,135,794	\$ 2,242,584	\$ 2,354,713	\$ 2,472,448	\$ 2,596,071	\$ 2,725,874
Capital	\$ 3	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>Transfers</b>													
Equipment Revolving	\$ 62,500	\$ -	\$ 135,000	\$ -	\$ -	\$ 155,000	\$ 170,000	\$ 135,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
Computer Revolving	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Capital Reserve	\$ 145,000	\$ 120,000	\$ 80,000	\$ 80,000	\$ 330,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Revenue Debt	\$ 1,525,928	\$ 1,503,791	\$ 1,154,463	\$ 1,626,025	\$ 1,625,168	\$ 1,503,240	\$ 1,500,000	\$ 1,497,340	\$ 1,494,240	\$ 1,490,700	\$ 1,487,720	\$ 1,484,280	\$ 1,480,380
GO Debt	\$ 319,950	\$ 244,050	\$ 412,856	\$ 249,850	\$ 250,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 240,166	\$ 231,725	\$ 261,562	\$ 274,640	\$ 288,372	\$ 302,791	\$ 317,930	\$ 333,827	\$ 350,518	\$ 368,044	\$ 386,446	\$ 405,769	\$ 426,057
<b>Upcoming Projects</b>													
SW Growth Utilities	\$ -	\$ 10,456	\$ 42,928	\$ 42,028	\$ 46,128	\$ 45,078	\$ 44,028	\$ 42,978	\$ 41,928	\$ 40,878	\$ 44,828	\$ 43,628	\$ 42,428
Maint Facility Add & Tower 3 Refur	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,000	\$ 285,000	\$ 285,000	\$ 285,000	\$ 285,000	\$ 285,000	\$ 285,000
Control Bldgs & Generators (4&5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000
Plant Expansion & Well(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
<b>Total Expenditures</b>	<b>\$ 4,341,834</b>	<b>\$ 4,204,776</b>	<b>\$ 4,575,582</b>	<b>\$ 4,953,930</b>	<b>\$ 5,351,349</b>	<b>\$ 5,034,496</b>	<b>\$ 5,488,940</b>	<b>\$ 5,591,901</b>	<b>\$ 5,947,755</b>	<b>\$ 6,526,919</b>	<b>\$ 6,720,831</b>	<b>\$ 6,918,780</b>	<b>\$ 6,951,399</b>
<b>Net Change in Fund Balance</b>	<b>\$ 96,430</b>	<b>\$ 289,208</b>	<b>\$ 7,812</b>	<b>\$ (167,925)</b>	<b>\$ (353,524)</b>	<b>\$ 36,414</b>	<b>\$ (343,849)</b>	<b>\$ (218,669)</b>	<b>\$ (336,014)</b>	<b>\$ (665,829)</b>	<b>\$ (599,058)</b>	<b>\$ (524,477)</b>	<b>\$ (272,178)</b>
Beginning Fund Balance	\$ 1,663,835	\$ 1,760,264	\$ 2,049,473	\$ 2,057,284	\$ 1,889,359	\$ 1,535,836	\$ 1,572,249	\$ 1,228,400	\$ 1,009,731	\$ 673,717	\$ 7,888	\$ (591,171)	\$ (1,115,647)
Ending Fund Balance	\$ 1,760,264	\$ 2,049,473	\$ 2,057,284	\$ 1,889,359	\$ 1,535,836	\$ 1,572,249	\$ 1,228,400	\$ 1,009,731	\$ 673,717	\$ 7,888	\$ (591,171)	\$ (1,115,647)	\$ (1,387,826)
% Reserved	40.54%	48.74%	44.96%	38.14%	28.70%	31.23%	22.38%	18.06%	11.33%	0.12%	-8.80%	-16.12%	-19.96%
<b>Total Personnel Costs</b>	<b>\$ 745,782</b>	<b>\$ 777,762</b>	<b>\$ 807,394</b>	<b>\$ 847,764</b>	<b>\$ 890,152</b>	<b>\$ 934,659</b>	<b>\$ 981,392</b>	<b>\$ 1,030,462</b>	<b>\$ 1,081,985</b>	<b>\$ 1,136,084</b>	<b>\$ 1,192,889</b>	<b>\$ 1,252,533</b>	<b>\$ 1,315,160</b>
<b>% of Water Utility Expenditures</b>	<b>17.18%</b>	<b>18.50%</b>	<b>17.65%</b>	<b>17.11%</b>	<b>16.63%</b>	<b>18.57%</b>	<b>17.88%</b>	<b>18.43%</b>	<b>18.19%</b>	<b>17.41%</b>	<b>17.75%</b>	<b>18.10%</b>	<b>18.92%</b>
<b>Debt Service Coverage</b>													
Net Revenue/All Revenue Debt	1.57	1.60	1.82	1.30	1.35	1.41	1.37	1.44	1.50	1.56	1.62	1.68	1.75
Required Coverage	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
Desired Coverage	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Difference (Actual vs. Required)	0.37	0.40	0.62	0.10	0.15	0.21	0.17	0.24	0.30	0.36	0.42	0.48	0.55

REPLACE membranes (\$80k)

REPLACE  
1-ton cargo van (\$75k)  
tractor (\$60k)

# Water Utility Budget & Forecast

Water Rate Increase Analysis																
Monthly Water Costs Based on Usage																
		FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34		
Consumption in Gallons		\$ 31.45	\$ 31.45	\$ 31.45	\$ 32.40	\$ 33.37	\$ 33.37	\$ 33.37	\$ 34.37	\$ 35.40	\$ 36.46	\$ 37.56	\$ 38.69	\$ 39.85		
	3,000	\$ 45.47	\$ 45.47	\$ 45.47	\$ 46.83	\$ 48.24	\$ 48.24	\$ 48.24	\$ 49.69	\$ 51.18	\$ 52.71	\$ 54.29	\$ 55.92	\$ 57.60		
	5,000	\$ 66.49	\$ 66.49	\$ 66.49	\$ 68.49	\$ 70.54	\$ 70.54	\$ 70.54	\$ 72.66	\$ 74.84	\$ 77.08	\$ 79.40	\$ 81.78	\$ 84.23		
	8,000	\$ 87.51	\$ 87.51	\$ 87.51	\$ 90.14	\$ 92.84	\$ 92.84	\$ 92.84	\$ 95.63	\$ 98.50	\$ 101.45	\$ 104.50	\$ 107.63	\$ 110.86		
	11,000	\$ 115.54	\$ 115.54	\$ 115.54	\$ 119.01	\$ 122.58	\$ 122.58	\$ 122.58	\$ 126.26	\$ 130.05	\$ 133.95	\$ 137.97	\$ 142.11	\$ 146.37		
	15,000															
	3,000	\$ -	\$ -	\$ -	\$ 0.94	\$ 0.97	\$ -	\$ -	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.09	\$ 1.13	\$ 1.16		
	5,000	\$ -	\$ -	\$ -	\$ 1.36	\$ 1.41	\$ -	\$ -	\$ 1.45	\$ 1.49	\$ 1.54	\$ 1.58	\$ 1.63	\$ 1.68		
	8,000	\$ -	\$ -	\$ -	\$ 1.99	\$ 2.05	\$ -	\$ -	\$ 2.12	\$ 2.18	\$ 2.25	\$ 2.31	\$ 2.38	\$ 2.45		
	11,000	\$ -	\$ -	\$ -	\$ 2.63	\$ 2.70	\$ -	\$ -	\$ 2.79	\$ 2.87	\$ 2.95	\$ 3.04	\$ 3.13	\$ 3.23		
	15,000	\$ -	\$ -	\$ -	\$ 3.47	\$ 3.57	\$ -	\$ -	\$ 3.68	\$ 3.79	\$ 3.90	\$ 4.02	\$ 4.14	\$ 4.26		
	3,000	\$ -	\$ -	\$ -	\$ 11.32	\$ 11.66	\$ -	\$ -	\$ 12.01	\$ 12.37	\$ 12.75	\$ 13.13	\$ 13.52	\$ 13.93		
	5,000	\$ -	\$ -	\$ -	\$ 16.37	\$ 16.86	\$ -	\$ -	\$ 17.37	\$ 17.89	\$ 18.42	\$ 18.98	\$ 19.55	\$ 20.13		
	8,000	\$ -	\$ -	\$ -	\$ 23.94	\$ 24.66	\$ -	\$ -	\$ 25.40	\$ 26.16	\$ 26.94	\$ 27.75	\$ 28.58	\$ 29.44		
	11,000	\$ -	\$ -	\$ -	\$ 31.51	\$ 32.45	\$ -	\$ -	\$ 33.42	\$ 34.43	\$ 35.46	\$ 36.52	\$ 37.62	\$ 38.75		
15,000	\$ -	\$ -	\$ -	\$ 41.60	\$ 42.84	\$ -	\$ -	\$ 44.13	\$ 45.45	\$ 46.82	\$ 48.22	\$ 49.67	\$ 51.16			

# Waste Water Utility Budget & Forecast

	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34
	Actual	Budget	Budget	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Budget Inflation Rate		1.50%	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	9,045	9,181	9,318	9,458	9,600	9,744	9,890	10,039	10,189	10,342	10,497	10,655	10,814
Gallons Sold	390,773,000	410,000,000	416,150,000	422,392,250	428,728,134	435,159,056	441,686,442	448,311,738	455,036,414	461,861,961	468,789,890	475,821,738	482,959,064
Proposed Rate Increase	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	3%	3%	3%
Base Rate	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 32.18	\$ 33.14	\$ 34.14
Rate/1000 Gallons	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.80	\$ 5.97	\$ 6.15
<b>Revenues</b>													
Waste Water Sales	\$ 4,980,037	\$ 5,078,080	\$ 5,154,251	\$ 5,231,565	\$ 5,310,039	\$ 5,389,689	\$ 5,470,535	\$ 5,552,593	\$ 5,635,882	\$ 5,720,420	\$ 5,980,413	\$ 6,252,223	\$ 6,536,386
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ 34,319	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Use of Money	\$ 6,231	\$ 300	\$ 20,000	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Miscellaneous	\$ 79,328	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 5,099,916</b>	<b>\$ 5,109,380</b>	<b>\$ 5,205,251</b>	<b>\$ 5,262,865</b>	<b>\$ 5,341,339</b>	<b>\$ 5,420,989</b>	<b>\$ 5,501,835</b>	<b>\$ 5,583,893</b>	<b>\$ 5,667,182</b>	<b>\$ 5,751,720</b>	<b>\$ 6,011,713</b>	<b>\$ 6,283,523</b>	<b>\$ 6,567,686</b>
<b>Expenditures</b>													
Budget Inflation Rate		7.55%	6.61%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 723,516	\$ 800,112	\$ 848,620	\$ 891,051	\$ 935,604	\$ 982,384	\$ 1,031,503	\$ 1,083,078	\$ 1,137,232	\$ 1,194,094	\$ 1,253,798	\$ 1,316,488	\$ 1,382,313
Services & Commodities	\$ 988,309	\$ 1,097,580	\$ 1,254,175	\$ 1,316,884	\$ 1,382,728	\$ 1,451,864	\$ 1,524,458	\$ 1,600,680	\$ 1,680,714	\$ 1,764,750	\$ 1,852,988	\$ 1,945,637	\$ 2,042,919
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Transfers</b>													
Equipment Revolving	\$ 12,500	\$ 125,000	\$ 58,000	\$ 75,000	\$ 75,000	\$ 550,000	\$ 370,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Computer Revolving	\$ -	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300
Capital Reserve	\$ 475,000	\$ 440,000	\$ 295,000	\$ 295,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000
Revenue Debt	\$ 1,752,199	\$ 1,752,322	\$ 1,627,769	\$ 1,774,910	\$ 1,778,501	\$ 1,792,779	\$ 1,858,475	\$ 1,650,824	\$ 1,646,770	\$ 1,643,470	\$ 1,639,908	\$ 1,636,086	\$ 1,632,002
GO Debt	\$ 555,565	\$ 559,840	\$ 691,457	\$ 551,948	\$ 550,348	\$ 218,398	\$ 82,748	\$ 81,248	\$ 79,748	\$ 83,248	\$ 81,648	\$ -	\$ -
Billing & Accounting	\$ 240,166	\$ 231,725	\$ 261,562	\$ 274,640	\$ 288,372	\$ 302,791	\$ 317,930	\$ 333,827	\$ 350,518	\$ 368,044	\$ 386,446	\$ 405,769	\$ 426,057
<b>Upcoming Projects</b>													
SW Growth Utilities	\$ -	\$ 94,710	\$ 402,106	\$ 398,556	\$ 394,856	\$ 391,006	\$ 392,006	\$ 387,706	\$ 388,256	\$ 388,506	\$ 388,456	\$ 388,106	\$ 387,456
Mid/Long Term Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000
Lift Station Upgrades (3)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380,000	\$ 380,000	\$ 380,000
<b>Total Expenditures</b>	<b>\$ 4,747,254</b>	<b>\$ 5,105,589</b>	<b>\$ 5,442,989</b>	<b>\$ 5,582,289</b>	<b>\$ 5,734,708</b>	<b>\$ 6,018,521</b>	<b>\$ 6,131,419</b>	<b>\$ 5,766,663</b>	<b>\$ 5,912,538</b>	<b>\$ 6,071,411</b>	<b>\$ 6,612,544</b>	<b>\$ 6,701,385</b>	<b>\$ 6,880,046</b>
<b>Net Change in Fund Balance</b>	<b>\$ 352,662</b>	<b>\$ 3,791</b>	<b>\$ (237,738)</b>	<b>\$ (319,423)</b>	<b>\$ (393,369)</b>	<b>\$ (597,532)</b>	<b>\$ (629,585)</b>	<b>\$ (182,770)</b>	<b>\$ (245,356)</b>	<b>\$ (319,691)</b>	<b>\$ (600,831)</b>	<b>\$ (417,863)</b>	<b>\$ (312,360)</b>
Beginning Fund Balance	\$ 5,017,569	\$ 5,370,231	\$ 5,374,022	\$ 5,136,285	\$ 4,816,861	\$ 4,423,492	\$ 3,825,961	\$ 3,196,376	\$ 3,013,606	\$ 2,768,249	\$ 2,448,558	\$ 1,847,728	\$ 1,429,865
Ending Fund Balance	\$ 5,370,231	\$ 5,374,022	\$ 5,136,285	\$ 4,816,861	\$ 4,423,492	\$ 3,825,961	\$ 3,196,376	\$ 3,013,606	\$ 2,768,249	\$ 2,448,558	\$ 1,847,728	\$ 1,429,865	\$ 1,117,505
% Reserved	113.12%	105.26%	94.37%	86.29%	77.14%	63.57%	52.13%	52.26%	46.82%	40.33%	27.94%	21.34%	16.24%
<b>Total Personnel Costs</b>	<b>\$ 723,516</b>	<b>\$ 800,112</b>	<b>\$ 848,620</b>	<b>\$ 891,051</b>	<b>\$ 935,604</b>	<b>\$ 982,384</b>	<b>\$ 1,031,503</b>	<b>\$ 1,083,078</b>	<b>\$ 1,137,232</b>	<b>\$ 1,194,094</b>	<b>\$ 1,253,798</b>	<b>\$ 1,316,488</b>	<b>\$ 1,382,313</b>
<b>% of Waste Water Utility Expenditures</b>	<b>15.24%</b>	<b>15.67%</b>	<b>15.59%</b>	<b>15.96%</b>	<b>16.31%</b>	<b>16.32%</b>	<b>16.82%</b>	<b>18.78%</b>	<b>19.23%</b>	<b>19.67%</b>	<b>18.96%</b>	<b>19.65%</b>	<b>20.09%</b>
<b>Debt Service Coverage</b>													
Net Revenue/All Revenue Debt	1.93	1.83	1.91	1.72	1.70	1.67	1.59	1.76	1.73	1.70	1.77	1.85	1.93
Required Coverage	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
Desired Coverage	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Difference (Actual vs. Required)	0.73	0.63	0.71	0.52	0.50	0.47	0.39	0.56	0.53	0.50	0.57	0.65	0.73

REPLACE membranes (\$295k)

ADD  
skid loader snow plow attachment (\$8k)  
spare return pumps (\$50k)

# Waste Water Utility Budget & Forecast

Waste Water Rate Increase Analysis																							
		Monthly Waste Water Costs Based on Usage																					
		FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34									
Consumption in Gallons	3,000	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 43.78	\$ 45.09	\$ 46.44	
	5,000	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 55.37	\$ 57.03	\$ 58.75	
	8,000	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 72.77	\$ 74.95	\$ 77.20	
	11,000	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 90.17	\$ 92.87	\$ 95.66	
	15,000	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 113.36	\$ 116.76	\$ 120.27	
	3,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.28	\$ 1.31	\$ 1.35
	5,000	Additional Waste Water Cost/Month	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.61	\$ 1.66	\$ 1.71
	8,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.12	\$ 2.18	\$ 2.25
	11,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.63	\$ 2.70	\$ 2.79
	15,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.30	\$ 3.40	\$ 3.50
	3,000	Additional Waste Water Cost/Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15.30	\$ 15.76	\$ 16.23
	5,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.35	\$ 19.93	\$ 20.53
	8,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25.43	\$ 26.20	\$ 26.98
	11,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31.51	\$ 32.46	\$ 33.43
	15,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.62	\$ 40.81	\$ 42.03



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

Fiscal Year	TIF Valuation	TIF Revenue	TIF Rebates	Repayment of Fund	Current TIF Bond Payments										FGR Agreement	2019A	2020A	2021A	2022A	Upcoming 2022 Projects	Projected TIF Bond Payments						Total Debt Transfers	Cash On Hand	Beginning Cash	Surplus/ (Deficit)	Ending Cash
					2012B	2013	2013C	2014C	2015A	2017A	2017B	2018A	2023 Projects	2024 Projects							2025 Projects	2026 Projects	2027 Projects	2028 Projects							
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	\$ 575,648										\$ 5,280,784	\$ -	\$ 1,875,507	\$ 36	\$ 1,875,543		
2023	\$ 170,693,182	\$ 4,791,731	\$ 398,512	\$ 100,000	\$ 198,915	\$40,000	\$ 403,863	\$343,900	\$ 297,850	\$ 138,150	\$ 527,781	\$ 351,970	\$ 325,000	\$ 950,500	\$ 484,300	\$ 230,990									\$ 4,791,731	\$ -	\$ 1,875,543	\$ -	\$ 1,875,543		
2024	\$ 169,452,054	\$ 4,482,108	\$ 506,455	\$ 100,000			\$ 410,200	\$ 343,300	\$ 297,200	\$ 139,050	\$ 523,081	\$ 348,570	\$ 948,900	\$ 481,300	\$ 213,640	\$ 420,412									\$ 4,732,108	\$ 250,000	\$ 1,875,543	\$ (250,000)	\$ 1,625,543		
2025	\$ 166,364,721	\$ 4,575,030	\$ 525,227				\$ 342,300	\$ 296,600			\$ 523,881	\$ 350,320	\$ 957,000	\$ 478,200	\$ 211,740	\$ 420,421	\$ 644,341								\$ 4,750,030	\$ 175,000	\$ 1,625,543	\$ (175,000)	\$ 1,450,543		
2026	\$ 171,436,453	\$ 4,714,502	\$ 464,808					\$ 300,900			\$ 524,481	\$ 346,770	\$ 949,600	\$ 475,000	\$ 209,840	\$ 423,008	\$ 643,986	\$ 626,109							\$ 4,964,502	\$ 250,000	\$ 1,450,543	\$ (250,000)	\$ 1,200,543		
2027	\$ 175,710,280	\$ 4,832,033	\$ 483,764								\$ 529,881	\$ 348,070	\$ 462,000	\$ 466,700	\$ 207,940	\$ 425,487	\$ 647,248	\$ 625,764	\$ 635,179						\$ 4,832,033	\$ -	\$ 1,200,543	\$ -	\$ 1,200,543		
2028	\$ 181,597,401	\$ 4,993,929	\$ 402,029								\$ 529,363	\$ 344,070	\$ 458,800	\$ 463,400	\$ 211,040	\$ 421,268	\$ 646,028	\$ 628,934	\$ 634,420	\$ 529,577					\$ 5,268,929	\$ 275,000	\$ 1,200,543	\$ (275,000)	\$ 925,543		
2029	\$ 186,998,137	\$ 5,142,449	\$ 422,130								\$ 533,000		\$ 460,500	\$ 465,000	\$ 209,090	\$ 423,450	\$ 644,335	\$ 627,749	\$ 635,417	\$ 528,945	\$ 592,833				\$ 5,542,449	\$ 400,000	\$ 925,543	\$ (400,000)	\$ 525,543		
2030	\$ 191,106,274	\$ 5,255,423	\$ 443,237										\$ 457,000	\$ 461,400	\$ 212,140	\$ 425,213	\$ 646,210	\$ 626,103	\$ 635,965	\$ 529,776	\$ 592,126	\$ 476,253			\$ 5,505,423	\$ 250,000	\$ 525,543	\$ (250,000)	\$ 275,543		
2031	\$ 203,241,140	\$ 5,589,131	\$ 465,398										\$ 458,400	\$ 457,700	\$ 215,140	\$ 426,430	\$ 647,427	\$ 627,925	\$ 635,928	\$ 530,233	\$ 593,056	\$ 475,685	\$ 305,809		\$ 5,839,131	\$ 250,000	\$ 275,543	\$ (250,000)	\$ 25,543		
2032	\$ 203,823,792	\$ 5,605,154	\$ 488,668										\$ 459,600	\$ 453,900	\$ 212,885	\$ 420,535	\$ 647,744	\$ 629,108	\$ 635,347	\$ 530,202	\$ 593,567	\$ 476,432	\$ 307,166		\$ 5,855,154	\$ 250,000	\$ 25,543	\$ (250,000)	\$ (224,457)		
2033	\$ 178,065,669	\$ 4,896,806	\$ 439,877													\$ 215,528	\$ 420,797	\$ 647,087	\$ 629,416	\$ 637,918	\$ 529,718	\$ 593,533	\$ 476,843	\$ 306,089		\$ 4,896,806	\$ -	\$ (224,457)	\$ -	\$ (224,457)	
2034	\$ 162,071,071	\$ 4,456,954														\$ 217,903	\$ 420,634	\$ 645,379	\$ 628,778	\$ 635,652	\$ 531,861	\$ 592,991	\$ 476,815	\$ 306,941		\$ 4,456,954	\$ -	\$ (224,457)	\$ -	\$ (224,457)	
2035	\$ 138,813,018	\$ 3,817,358															\$ 646,948	\$ 627,118	\$ 636,191	\$ 529,972	\$ 595,390	\$ 476,380	\$ 305,359		\$ 3,817,358	\$ -	\$ (224,457)	\$ -	\$ (224,457)		

Projects completed, money borrowed & actual payment schedule finalized.

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

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

Summary of Proposed Debt		
	Amount	Term
2022 Projects	\$ 7,125,000	15
2023 Projects	\$ 6,925,000	15
2024 Projects	\$ 6,000,000	12
2025 Projects	\$ 5,000,000	12
2026 Projects	\$ 5,600,000	12
2027 Projects	\$ 4,500,000	12
2028 Projects	\$ 2,500,000	10
<b>TOTAL</b>	<b>\$ 35,150,000</b>	

For additional information about projects, refer to CIP.

# General Obligation (GO) Summary of Existing & Forecasted Debt

Fiscal Year	Debt Service Valuation	Valuation Growth	Current GO Bond Payments									Upcoming	Projected GO Bond Payments						Total Payments	Cash on Hand	Tax Rate	Increase
			2013A	2013B	2015A	2017A	2018A	FGR Agreement	2020A	2021A	2022A	2022 Projects	2023 Projects	2024 Projects	2025 Projects	2026 Projects	2027 Projects	2028 Projects				
2022	\$ 1,177,643,260		\$ 276,440	\$ 161,078	\$ 88,750	\$ 202,050	\$ 114,213	\$ 325,000	\$ 505,115									\$ 1,672,646	\$ -	\$ 1.42		
2023	\$ 1,218,401,348	3.46%	\$ 276,405	\$ 162,928	\$ 92,150	\$ 196,800	\$ 116,663	\$ 325,000	\$ 501,915	\$ 358,222								\$ 2,030,083	\$ 542,238	\$ 1.22	\$ (0.20)	
2024	\$ 1,285,857,282	5.54%		\$ 164,440	\$ 90,450	\$ 201,550	\$ 113,963		\$ 493,615	\$ 355,222	\$ 11,462							\$ 1,430,702	\$ -	\$ 1.11	\$ (0.11)	
2025	\$ 1,324,433,000	3.00%			\$ 93,750	\$ 126,100	\$ 111,263		\$ 490,315	\$ 357,222	\$ 11,462	\$ 122,444						\$ 1,312,556	\$ -	\$ 0.99	\$ (0.12)	
2026	\$ 1,364,165,990	3.00%			\$ 91,950	\$ 127,650	\$ 113,563		\$ 486,915	\$ 354,172	\$ 11,532	\$ 122,988	\$ 476,253					\$ 1,785,023	\$ -	\$ 1.31	\$ 0.32	
2027	\$ 1,405,090,970	3.00%				\$ 129,050	\$ 110,713		\$ 483,415	\$ 356,122	\$ 11,600	\$ 122,556	\$ 475,685	\$ 545,260				\$ 2,234,401	\$ 400,000	\$ 1.31	\$ (0.00)	
2028	\$ 1,447,243,699	3.00%					\$ 112,863		\$ 479,815	\$ 358,022	\$ 11,485	\$ 122,898	\$ 476,432	\$ 544,609	\$ 441,750			\$ 2,547,874	\$ 350,000	\$ 1.52	\$ 0.21	
2029	\$ 1,490,661,010	3.00%					\$ 109,863		\$ 476,115	\$ 359,872	\$ 11,544	\$ 122,264	\$ 476,843	\$ 545,465	\$ 441,222	\$ 592,833		\$ 3,136,021	\$ 400,000	\$ 1.84	\$ 0.32	
2030	\$ 1,535,380,841	3.00%					\$ 111,863		\$ 472,315	\$ 356,672	\$ 11,593	\$ 122,384	\$ 476,815	\$ 545,936	\$ 441,915	\$ 592,126	\$ 343,990	\$ 3,475,609	\$ -	\$ 2.26	\$ 0.43	
2031	\$ 1,581,442,266	3.00%					\$ 108,608		\$ 468,415	\$ 363,472	\$ 11,626	\$ 122,362	\$ 476,380	\$ 545,904	\$ 442,297	\$ 593,056	\$ 343,579	\$ 220,158	\$ 3,695,857	\$ -	\$ 2.34	\$ 0.07
2032	\$ 1,628,885,534	3.00%							\$ 464,415	\$ 364,842	\$ 11,465	\$ 122,989	\$ 478,307	\$ 545,405	\$ 442,271	\$ 593,567	\$ 344,119	\$ 221,135	\$ 3,588,515	\$ -	\$ 2.20	\$ (0.13)
2033	\$ 1,677,752,100	3.00%								\$ 365,989	\$ 11,472	\$ 122,527	\$ 476,608	\$ 547,612	\$ 441,867	\$ 593,533	\$ 344,416	\$ 220,360	\$ 3,124,384	\$ -	\$ 1.86	\$ (0.34)
2034	\$ 1,728,084,663	3.00%								\$ 366,739	\$ 11,468	\$ 122,680	\$ 477,012	\$ 545,667	\$ 443,655	\$ 592,991	\$ 344,396	\$ 220,973	\$ 3,125,581	\$ -	\$ 1.81	\$ -
2035	\$ 1,779,927,203	3.00%								\$ 367,081	\$ 11,453		\$ 476,510	\$ 546,129	\$ 442,079	\$ 595,390	\$ 344,081	\$ 219,834	\$ 3,002,557	\$ -	\$ 1.69	\$ -
2036	\$ 1,833,325,019	3.00%								\$ 372,007			\$ 475,371	\$ 545,554	\$ 442,454	\$ 593,275	\$ 345,473	\$ 220,049	\$ 2,994,183	\$ -	\$ 1.63	\$ (0.05)
2037	\$ 1,888,324,769	3.00%								\$ 371,427			\$ 475,993	\$ 544,250	\$ 441,988	\$ 593,778	\$ 344,246	\$ 220,010	\$ 2,991,692	\$ -	\$ 1.58	\$ (0.05)
2038	\$ 1,944,974,512	3.00%												\$ 544,963	\$ 440,932	\$ 593,153	\$ 344,538	\$ 221,137	\$ 2,144,723	\$ -	\$ 1.10	\$ (0.48)

Projects completed, money borrowed & actual payment schedule finalized.

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

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

Summary of Proposed Debt		
	Amount	Term
2022 Projects	\$ 1,000,000	10
2023 Projects	\$ 4,500,000	12
2024 Projects	\$ 5,150,000	12
2025 Projects	\$ 4,175,000	12
2026 Projects	\$ 5,600,000	12
2027 Projects	\$ 3,225,000	12
2028 Projects	\$ 1,800,000	10
<b>TOTAL</b>	<b>\$ 25,450,000</b>	
	CIP.	

# General Fund Revenue Projection (as it relates to TIF Valuation)

	FY22 Actual	FY23 Budget	FY24 Estimated	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated
Taxable Valuation	\$ 1,177,643,260	\$ 1,218,401,348	\$ 1,285,857,282	\$1,324,433,000	\$ 1,364,165,990	\$1,405,090,970	\$ 1,447,243,699
TIF Valuation	\$ 197,218,456	\$ 170,693,182	\$ 169,452,054	\$ 166,364,721	\$ 171,436,453	\$ 175,710,280	\$ 181,597,401
General Fund Valuation	\$ 980,424,804	\$ 1,047,708,166	\$ 1,116,405,228	\$ 1,158,068,280	\$ 1,192,729,537	\$1,229,380,690	\$ 1,265,646,298
General Fund Revenues Generated by the \$8.10 Levy	\$ 7,941,441	\$ 8,486,436	\$ 9,042,882	\$ 9,380,353	\$ 9,661,109	\$ 9,957,984	\$ 10,251,735
Additional General Fund Revenue Generated by the \$8.10 Levy		\$ 214,855	\$ 10,053	\$ 25,007	\$ (41,081)	\$ (34,618)	\$ (47,686)

# Property Tax Rate Analysis

Annual Property Tax Rate Projections & Comparisons								
	FY22	FY23	FY24	FY25	FY26	FY27	FY28	
General Fund	\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000
Special Reserves	\$ 2.00238	\$ 2.00238	\$ 2.10481	\$ 2.10481	\$ 2.10481	\$ 2.10481	\$ 2.10481	\$ 2.10481
Debt Service	\$ 1.42033	\$ 1.22115	\$ 1.11264	\$ 0.99103	\$ 1.30851	\$ 1.30554	\$ 1.51866	
<b>Total</b>	<b>\$ 11.52271</b>	<b>\$ 11.32353</b>	<b>\$ 11.31745</b>	<b>\$ 11.19584</b>	<b>\$ 11.51332</b>	<b>\$ 11.51035</b>	<b>\$ 11.72347</b>	
\$ Adjustment	\$ -	\$ -	\$ (0.01)	\$ (0.12)	\$ 0.32	\$ (0.00)	\$ 0.21	
% Adjustment		0.00%	-0.05%	-1.07%	2.84%	-0.03%	1.85%	

Residential Property Tax Projections & Comparisons								
	FY22	FY23	FY24	FY25	FY26	FY27	FY28	Annual Average Increase
Home Value								
\$100,000	\$ 650	\$ 613	\$ 639	\$ 632	\$ 650	\$ 650	\$ 662	
Annual Adjustment	\$ (37.04)	\$ 26.40	\$ (6.87)	\$ 17.93	\$ (0.17)	\$ 12.04	\$ 2.05	
\$200,000	\$ 1,300	\$ 1,226	\$ 1,279	\$ 1,265	\$ 1,301	\$ 1,300	\$ 1,325	
Annual Adjustment	\$ (74.09)	\$ 52.80	\$ (13.74)	\$ 35.87	\$ (0.34)	\$ 24.08	\$ 4.10	
\$300,000	\$ 1,950	\$ 1,839	\$ 1,918	\$ 1,897	\$ 1,951	\$ 1,951	\$ 1,987	
Annual Adjustment	\$ (111.13)	\$ 79.20	\$ (20.61)	\$ 53.80	\$ (0.50)	\$ 36.12	\$ 6.15	
Rollback	56.41%	54.13%	56.49%	56.49%	56.49%	56.49%	56.49%	

Commercial Property Tax Projections & Comparisons								
	FY22	FY23	FY24	FY25	FY26	FY27	FY28	Annual Average Increase
Building Value								
\$100,000	\$ 1,037	\$ 1,019	\$ 639	\$ 632	\$ 650	\$ 650	\$ 662	
Annual Adjustment	\$ (17.93)	\$ (379.77)	\$ (6.87)	\$ 17.93	\$ (0.17)	\$ 12.04	\$ (62.46)	
\$300,000	\$ 17,111	\$ 16,815	\$ 16,238	\$ 16,063	\$ 16,519	\$ 16,514	\$ 16,820	
Annual Adjustment	\$ (295.79)	\$ (577.86)	\$ (174.48)	\$ 455.50	\$ (4.26)	\$ 305.78	\$ (48.52)	
\$500,000	\$ 27,482	\$ 27,007	\$ 26,423	\$ 26,139	\$ 26,881	\$ 26,874	\$ 27,371	
Annual Adjustment	\$ (475.06)	\$ (583.32)	\$ (283.93)	\$ 741.22	\$ (6.93)	\$ 497.59	\$ (18.41)	
Rollback (up to \$150,000)	90.00%	90.00%	56.49%	56.49%	56.49%	56.49%	56.49%	
Rollback (over \$150,000)	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	



# North Liberty's Five-Year Capital Improvements Plan



FY 2024 - FY 2028  
updated January 20, 2023

City of North Liberty, Iowa  
Five-Year Capital Improvements Plan FY24-FY28 (July 1, 2023 - June 30, 2028)

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

Department	CIP 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	Franchise Fees	State Funds	Federal Funds	Other Sources	
								\$ 24,478,200	\$ 402,200	\$ 353,000	\$ 142,000	\$ 215,000	\$ 641,000	\$ 9,365,000	\$ -	\$ 93,000	\$ 980,000	\$ 338,000	\$ -	\$ -	\$ 11,949,000	
Community Center	24CCTR01	FACILITY	Improvement	Exterior Masonry - Clean & Paint	Priority 1	Shive Facility Assessment	Clean exterior masonry (surface discoloration from excessive moisture infiltration) and paint the exterior concrete on the original building and 2003 addition.	\$ 50,000													Community Center Capital Fund = \$ 50,000	
	24CCTR02	FACILITY	Replacement	Joint Sealants	Priority 1	Shive Facility Assessment	Replace the joint sealant on the building exterior where all components meet.	\$ 35,000														Community Center Capital Fund = \$ 35,000
	24CCTR03	FACILITY	Maintenance/Cleaning	Parking Lot & Sidewalks	Priority 1	Shive Facility Assessment	Fill cracks in the 25-year-old parking lot to prevent heaving and extend the life of the pavement.	\$ 50,000														Community Center Capital Fund = \$ 50,000
Fire	24FIRE01	EQUIPMENT	New Purchase	Personal Protective Equipment & Other Gear	Ongoing		Equipment for new hires and replace gear per the replacement plan.	\$ 34,000	\$ 34,000													
	24FIRE02	FLEET	Replacement	Command/EMS Vehicle	One-time		Moving current EMS vehicle to training to replace used (hand me down squad car) vehicle. This purchase will be used for a new command/EMS vehicle.	\$ 80,000	\$ 45,000													Fire Capital Fund = \$ 35,000
Parks	24PARK01	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.	\$ 95,000	\$ 95,000													
	24PARK02	FLEET	Replacement	Utility Vehicle	One-time		Replace 2016 John Deere XUV 825i Gator Utility Vehicle with new utility vehicle.	\$ 19,000	\$ 19,000													
	24PARK03	FLEET	Replacement	Zero-Turn Mower (96" cut)	One-time		Replace 2019 Toro Z-Master 7500-D zero-turn mower.	\$ 37,200	\$ 37,200													
	24PARK04	PARK	New Construction	Centennial Park	One-time	Park 2018 Priority 2	Construct pavilion, outdoor performance venue & 5,000 sqft splash pad.	\$ 16,363,000						\$ 5,500,000								Financing Plan = \$ 10,863,000
	24PARK05	PARK & TRAIL	New Construction	Fox Run Park and Pond	One-time	Park 2018 Priority 3	Add a 6' wide park walk around park and pond, construct a new playground, and add a concrete border around playground with ADA ramp.	\$ 413,000								\$ 75,000	\$ 338,000					
	24PARK06	PARK	New Purchase	Park Land Acquisition	One-time	Park 2018	Acquire park land as identified in the Park Plan.	\$ 2,500,000						\$ 2,500,000								
	24PARK07	TRAIL	New Construction	North Liberty Road Trail - New Segments (2)	One-time	Trails Plan Priority 1	Construct missing trail segment in front of Penn Meadows Park and along North Liberty Road & Penn Street from Abraham Road to Molly Street.	\$ 1,346,000					\$ 641,000									Iowa Transportation Alternatives Program = \$ 705,000
Police	24POLC01	EQUIPMENT	Replacement	Body-Worn Cameras	One-time		Replace Axon Body-Worn Cameras (contract expired) and fund storage expenses.	\$ 10,000	\$ 10,000													
	24POLC02	FLEET	New Purchase	Administration Vehicles (2)	One-time		Purchase two (2) new unmarked vehicles for administrative uses (216 and 217).	\$ 48,000	\$ 48,000													
	24POLC03	FLEET	Replacement	Lieutenant's Truck	One-time		Replace Lieutenant's 2010 truck (211).	\$ 34,000	\$ 34,000													
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	Improvement	Aquatic - Slides	One-time		Refurbish outdoor pool slides.	\$ 18,000								\$ 18,000						
	24RECR03	FLEET	Replacement	BASP - Van	Phase 1 of 4		Replace BASP van per fleet management.	\$ 30,000	\$ 30,000													
Storm Water	24STOR01	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control - Golfview	Section 1	Muddy Creek	Remove silted-in debris & vegetation under-and-around Golfview Drive Bridge.	\$ 30,000		\$ 30,000												
	24STOR02	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control - Front	Section 2	Muddy Creek	Remove silted-in debris & vegetation under-and-around Golfview Drive Bridge.	\$ 10,000		\$ 10,000												
	24STOR03	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control - Rachael	Section 3	Muddy Creek	Remove silted-in debris & vegetation under-and-around Rachael Street Bridge.	\$ 30,000		\$ 30,000												
	24STOR04	CREEK/POND	Maintenance/Cleaning	Penn Meadows Park Bio Cell Repair	One-time		Install cleanouts, repair bad tile sections & replant dead/damaged plants.	\$ 31,000		\$ 31,000												
	24STOR05	FLEET	New Purchase	Mini-Vac Unit	One-time		Purchase mini-vac for storm sewer issues in easements and yards.	\$ 41,000		\$ 41,000												
Streets	24STRE01	FACILITY	Improvement	Facility Use Renovations	One-time		Convert two storage bays at Streets facility to office & general employee space.	\$ 600,000								\$ 600,000						
	24STRE02	FLEET	New Purchase	All Terrain Utility Vehicle	One-time		Add off road utility vehicle with attachment capabilities compatible with current skid steer attachments.	\$ 80,000								\$ 80,000						
	24STRE03	FLEET	Replacement	Dump Truck & Snow Equipment	One-time		Replace 2012 single axle dump truck & snow equipment.	\$ 300,000								\$ 300,000						
	24STRE04	STREET	New Construction	W Forevergreen Road - Signals at Kansas Ave	One-time		Add traffic signals and additional traffic lanes at intersection.	\$ 613,000						\$ 613,000								
	24STRE05	STREET	New Construction	W Forevergreen Road - Signals at Jones Blvd	One-time		Add traffic signals and additional traffic lanes at intersection.	\$ 752,000						\$ 752,000								
	24STRE06	STREET	Improvement	West Penn Street - Railroad Xing	One-time		Reconstruct the railroad crossing, storm sewer, and improve the trail.	\$ 211,000														Street Repair Program Fund = \$ 211,000







**PROJECT SCHEDULE FOR FY25: JULY 1, 2024 - JUNE 30, 2025**

Department	CIP 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	Franchise Fees	State Funds	Federal Funds	Other Sources
								\$ 27,817,000	\$ 507,000	\$ 295,000	\$ 348,000	\$ 80,000	\$ 1,013,000	\$ 4,750,000	\$ -	\$ 95,000	\$ 320,000	\$ 159,000	\$ 14,000,000	\$ 2,500,000	\$ 3,750,000
Streets	25STRE01	EQUIPMENT	New Purchase	Skid Steer Attachments	One-time		Purchase street planer and asphalt spreader attachments for the skid steer.	\$ 45,000									\$ 45,000				
	25STRE02	EQUIPMENT	Replacement	Utility Locator	One-time		Replace primary utility locating equipment for fiber, water, and electric structures.	\$ 10,000									\$ 10,000				
	25STRE03	FLEET	Replacement	Leaf Collector Truck	One-time		Replace 1998 leaf vacuum trailer with truck unit.	\$ 275,000		\$ 125,000							\$ 150,000				
	25STRE04	FLEET	New Purchase	Wheeled Skid Steer	One-time		Add wheeled skid steer.	\$ 65,000									\$ 65,000				
	25STRE05	STREET	New Construction	E Forevergreen Road - City Limits	One-time		Extend E Forevergreen Road from the roundabout to the east city limits. Work with the County and Coralville to join with North Liberty Road.	\$ 10,000,000						\$ 3,750,000						\$ 2,500,000	\$ 3,750,000
	25STRE06	STREET	Improvement	I-380 Penn Street Bridge - Replacement	Phase 5A	Penn Street	Replace or widen Penn Street bridge that crosses I380 (IDOT project). Repair concrete (full & partial depth) east & west of Penn Street Bridge over I-380.	\$ 15,000,000						\$ 1,000,000					IDOT = \$ 14,000,000		
Waste Water	25WAST01	FACILITY	New Purchase	Lift Station Pump (spare) - NL Road	One-time		Purchase one spare 50 hp pump for the North Liberty Road Lift Station, to replace if needed.	\$ 75,000		\$ 75,000											
	25WAST02	FACILITY	Replacement	Membrane Train Cassettes	Ongoing		Savings set aside for future membrane cassette/module replacements.	\$ 220,000		\$ 220,000											
Water	25WATR01	FACILITY	Replacement	Membrane Train Modules	Ongoing		Annual designation of funds to replace the Harn membrane train modules in the water plant.	\$ 80,000				\$ 80,000									

City of Coralville =





City of North Liberty, Iowa  
Five-Year Capital Improvements Plan FY24-FY28 (July 1, 2023 - June 30, 2028)

**PROJECT SCHEDULE FOR FY27: JULY 1, 2026 - JUNE 30, 2027**

Department	CIP 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	Franchise Fees	State Funds	Federal Funds	Other Sources
								\$ 9,264,000	\$ 447,000	\$ 840,000	\$ 175,000	\$ 251,000	\$ 1,800,000	\$ -	\$ 4,810,000	\$ 85,000	\$ 405,000	\$ 175,000	\$ -	\$ -	\$ 276,000
Community Center	27CCTR01	FACILITY		Projects from Shive Facility Assessment		Shive Facility Assessment		\$ 200,000	\$ 200,000												
Fire	27FIRE01	FLEET	Replacement	Platform Ladder Truck	One-time	Fire Strategic Plan	Replace 2003 75' aerial with a 100' platform ladder truck.	\$ 1,800,000					\$ 1,800,000								
	27PARK01	EQUIPMENT	Replacement	Snow Blower	One-time		Replace 2010 Erskine 2410 snow blower.	\$ 15,000	\$ 15,000												
	27PARK02	FLEET	Replacement	Pickup Truck	One-time		Replace 2015 Ford F-250 pickup truck with new pickup.	\$ 30,000	\$ 30,000												
Parks	27PARK03	PARK	New Construction	Park TBD - Frisbee Golf	One-time	Park 2018 Priority 3	Construct frisbee golf course, location to be determined.	\$ 20,000								\$ 20,000					
	27PARK04	PARK	New Construction	Ranshaw House - Fitness Equipment	One-time		Install senior outdoor fitness equipment.	\$ 120,000										\$ 60,000		Fundraising & Grants =	\$ 60,000
	27PARK05	PARK	New Construction	Red Fern Dog Park - Agility Equipment	One-time		Install dog equipment & obstacles in northeastern yard.	\$ 130,000										\$ 65,000		Fundraising & Grants =	\$ 65,000
	27PARK06	TRAIL	New Construction	New Segment - Deerfield Park	One-time		Add concrete border around Deerfield Park playground & connecting 6' wide sidewalk.	\$ 65,000								\$ 65,000					
	27PARK07	TRAIL	New Construction	Trail Lighting	Ongoing	Park 2018 Priority 1	Install LED trail lighting at various locations.	\$ 50,000										\$ 50,000			
Police	27POLC01	EQUIPMENT	Replacement	Rifles (5)	Ongoing		Replace five (5) patrol rifles.	\$ 6,000	\$ 6,000												
	27POLC02	FLEET	Replacement	Patrol Cars (2)	Ongoing		Replace two (2) patrol cars (201 & 214), including related equipment.	\$ 116,000	\$ 116,000												
Recreation & Aquatics	27RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 50,000	\$ 50,000												
	27RECR02	FLEET	Replacement	BASP - Van	Phase 4 of 4		Replace BASP van per fleet management.	\$ 30,000	\$ 30,000												
Streets	27STRE01	EQUIPMENT	Replacement	Tree Chipper Trailer	One-time		Replace 2007 woodchipper trailer machine.	\$ 80,000									\$ 80,000				
	27STRE02	FLEET	Replacement	Dump Truck (Small) and Plow	One-time		Replace 2014 Ford F-550 dump truck & snow equipment.	\$ 150,000									\$ 150,000				
	27STRE03	FLEET	Replacement	Street Sweeper	One-time		Replace 2014 street sweeper with double-sided gutter broom model.	\$ 350,000			\$ 175,000						\$ 175,000				
	27STRE04	STREET	New Construction	Commercial Drive	One-time		Construct commercial drive extension to local street from the terminus of current Commercial Drive to West Zeller Street.	\$ 151,000												Street Repair Program Fund =	\$ 151,000
Waste Water	27WAST01	FACILITY	Replacement	Membrane Train Cassettes	Ongoing		Savings set aside for future membrane cassette/module replacements.	\$ 220,000		\$ 220,000											
	27WAST02	FLEET	Replacement	Jet/Vac Truck	One-time		Replace 2016 Jet/Vac truck with new tandem axle truck with hydraulic snorkel outfitted on Vac system.	\$ 550,000		\$ 550,000											
	27WAST03	SYSTEM	Improvement	Gravity Sewer	Phased	Phase 1	Upsize 2,600' of 12" sewer main along Jordon Street and Ashley Court.	\$ 2,000,000							\$ 2,000,000						
	27WAST04	SYSTEM	Maintenance/Cleaning	Manhole Rehabilitation	Ongoing		Rehabilitate aging & deteriorated manholes as needed to avoid infiltration of ground water.	\$ 70,000		\$ 70,000											
Water	27WATR01	EQUIPMENT	New Purchase	Light Tower & Portable Generator	One-time		Purchase light tower and power supply for use at excavation sites.	\$ 16,000				\$ 16,000									
	27WATR02	FLEET	Replacement	Dump Truck	One-time		Replace 2002 International dump truck.	\$ 155,000				\$ 155,000									
	27WATR03	FACILITY	Replacement	Membrane Train Modules	Ongoing		Annual designation of funds to replace the Ham membrane train modules in the water plant.	\$ 80,000				\$ 80,000									
	27WATR04	FACILITY	New Construction	Water Treatment Facility Addition	One-time		Add four (4) bays to Water Treatment Facility	\$ 1,210,000							\$ 1,210,000						
	27WATR05	SYSTEM	Maintenance/Cleaning	Water Tower #3	One-time		Sandblast & paint interior of Water Tower #3.	\$ 1,600,000							\$ 1,600,000						



City of North Liberty, Iowa  
Five-Year Capital Improvements Plan FY23-FY27 (July 1, 2022 - June 30, 2027)

**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	Franchise Fees	State Funds	Federal Funds	Other
FY24	\$ 24,478,200	\$ 402,200	\$ 353,000	\$ 142,000	\$ 215,000	\$ 641,000	\$ 9,365,000	\$ -	\$ 93,000	\$ 980,000	\$ 338,000	\$ -	\$ -	\$ 11,949,000
FY25	\$ 27,817,000	\$ 507,000	\$ 295,000	\$ 348,000	\$ 80,000	\$ 1,013,000	\$ 4,750,000	\$ -	\$ 95,000	\$ 320,000	\$ 159,000	\$ 14,000,000	\$ 2,500,000	\$ 3,750,000
FY26	\$ 28,090,320	\$ 625,250	\$ 320,000	\$ 252,250	\$ 330,000	\$ 7,458,000	\$ 12,793,820	\$ -	\$ 25,000	\$ 294,000	\$ 251,000	\$ -	\$ 2,500,000	\$ 3,241,000
FY27	\$ 9,264,000	\$ 447,000	\$ 840,000	\$ 175,000	\$ 251,000	\$ 1,800,000	\$ -	\$ 4,810,000	\$ 85,000	\$ 405,000	\$ 175,000	\$ -	\$ -	\$ 276,000
FY28	\$ 7,181,711	\$ 527,500	\$ 640,711	\$ 17,500	\$ 250,000	\$ 1,329,000	\$ 2,410,000	\$ -	\$ 20,000	\$ 590,000	\$ 337,000	\$ -	\$ 900,000	\$ 160,000
<b>Five Year Total</b>	<b>\$ 89,649,520</b>	<b>\$ 1,981,450</b>	<b>\$ 1,808,000</b>	<b>\$ 934,750</b>	<b>\$ 1,126,000</b>	<b>\$ 12,241,000</b>	<b>\$ 29,318,820</b>	<b>\$ 4,810,000</b>	<b>\$ 318,000</b>	<b>\$ 2,589,000</b>	<b>\$ 1,260,000</b>	<b>\$ 14,000,000</b>	<b>\$ 5,900,000</b>	<b>\$ 19,376,000</b>



# **Forevergreen Estates**

## **Part One**

**Resolution No. 2023-02**

**A RESOLUTION APPROVING THE AMENDED AND RESTATED  
DEVELOPER'S AGREEMENT FOR FOREVERGREEN ESTATES  
PART ONE, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the amended terms and conditions for the development of Forevergreen Estates Part One have been set forth in an Agreement between the City of North Liberty and Bowman Property, L.L.C. and

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Amended and Restated Development Agreement between the City of North Liberty and Bowman Property, L.L.C. is approved for Forevergreen Estates Part One, North Liberty, Iowa

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

**APPROVED AND ADOPTED** this 24th day of January, 2023.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
CHRIS HOFFMAN, MAYOR

ATTEST:

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

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



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

**AMENDED AND RESTATED DEVELOPER'S AGREEMENT  
FOREVERGREEN ESTATES PART ONE**

THIS AMENDED AND RESTATED DEVELOPER'S AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Bowman Property, L.L.C., hereinafter referred to as "Developer."

**SECTION 1. REQUEST FOR PLAT APPROVAL.**

This Amended and Restated Developer's Agreement replaces in its entirety the Developer's Agreement dated July 28, 2022 and established by North Liberty City Resolution 2022-86. Developer has requested that the City approve the proposed final plat, attached hereto as Exhibit A and incorporated herein by reference, for the subdivisions known as Forevergreen Estates Part One (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

BEGINNING at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the Fifth Principal Meridian; Thence S00°44'47"E, along the East Line of the Southwest Quarter of the Northwest Quarter of said Section 23, a distance of 799.20 feet; Thence S89°15'13"W, 377.31 feet; Thence N51°49'29"W, 167.79 feet; Thence N00°40'20"W, 565.00 feet; Thence S89°19'40"W, 221.79 feet; Thence Southwesterly, 38.85 feet, along a 25.00 foot radius curve, concave Southeasterly, whose 35.06 foot chord bears S44°48'30"W; Thence S88°27'57"W, 60.03 feet; Thence Northwesterly, 39.75 feet, along a 25.00 foot radius curve, concave Southwesterly, whose 35.70 foot chord bears N45°07'06"W; Thence S89°19'40"W, 189.20 feet; Thence Northwesterly, 78.98 feet, along a 265.50 foot radius curve, concave Northeasterly, whose 78.69 foot chord bears N82°09'02"W; Thence Northwesterly, 70.24 feet, along a 234.49

foot radius curve, concave Southwesterly, whose 69.98 foot chord bears N82°12'37"W; Thence S89°12'30"W, 129.66 feet; Thence Southwesterly, 39.28 feet, along a 25.00 foot radius curve, concave Southwesterly, whose 35.36 foot chord bears S44°12'02"W, to a Point on the East Line of the Parcel of Land Conveyed by Warranty Deed as Recorded in Book 6244 at Page 763 of the Records of the Johnson County Recorder's Office; Thence N00°48'26"W, along said East Line, 130.35 feet, to the Northeast Corner thereof, and the Southeast Corner of Acquisition Parcel "A", Conveyed By Warranty Deed as Recorded in Book 6236 at Page 625 of the Records of the Johnson County Recorder's Office; Thence N00°48'10"W, along the East Line of said Acquisition Parcel "A", 373.96 feet, to the Northeast Corner thereof, and a Point on the South Line of Rarified Acres, as Recorded in Plat Book 56 at Page 138 of the Records of the Johnson County Recorder's Office; Thence N89°05'47"E, along the South Line of said Rarified Acres, 252.48 feet, to the Southeast Corner thereof; Thence N01°09'35"W, along the East Line of said Rarified Acres, 360.52 feet; Thence N89°19'40"E, 367.98 feet; Thence S00°40'20"E, 230.26 feet; Thence N89°19'40"E, 520.00 feet; Thence N00°40'20"W, 196.28 feet; Thence N89°19'40"E, 520.00 feet; Thence S00°40'20"E, 338.11 feet; Thence N89°19'40"E, 32.00 feet; Thence S00°40'20"E, 196.21 feet, to a Point on the South Line of Auditor's Parcel #99011, in accordance with the Plat thereof Recorded in Plat Book 40 at Page 36 of the Records of the Johnson County Recorder's Office; Thence S89°14'13"W, along said South Line 398.83 feet; Thence S00°44'47"E, along said South Line, and the West Line of the Northeast Quarter of the Northwest Quarter of said Section 23, a distance of 163.77 feet, to the POINT OF BEGINNING. Said Forevergreen Estates - Part One contains 32.20 Acres, and is subject to easements and restrictions of record.

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

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

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

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;

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

4. The Developer enters into and abides by this Agreement.

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

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

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;

2. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and

3. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

D. The Developer may not grade or otherwise disturb the earth, remove trees until the Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement.

### **SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.**

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

B. Public Improvement Standards.

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

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

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

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

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

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

4. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the Developer

shall install sidewalks in said subdivision abutting said lots per the widths approved on the preliminary plat, in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown on the plat or otherwise specified in this agreement. Notwithstanding this provision, any ADA-required ramps shall to be installed at the time other public improvements are installed.

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

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

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

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

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

1. The Developer shall pay the following costs:

- a) Southwest Growth Utilities: \$275,230.00 (\$8,548 per acre x 32.20 acres).
- b) West Trunk Sewer tap-on: \$39,574.00 (\$1,229 per acre x 32.20 acres).

- c) Kansas Avenue Water Main tap-on: \$15,220.00 (\$24.27 per linear foot x 504.31 feet).
- d) Kansas Ave construction fees: \$36,976.00 (29.42% of total costs allocated to subdivision)
- e) Forevergreen Road construction fees: \$15,464.00 (29.42% of total costs allocated to subdivision)

It is understood that these figures are derived from accounting that has been rounded to the nearest whole dollar. All costs shall be submitted to the City in full prior to Council approval of the final plat. Said payment shall be deemed fully released by the Developer and accepted by the City upon approval of the final plat.

2. Apportionment of Fees. This Subdivision is a part of a multi-phased project. The development fees set out above represent the proportionate costs based on the acreage of this phase relative to the total acreage of all phases of Forevergreen Estates (32.20 acres out of a total 109.46 acres, or 29.42% of the final costs).

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

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

5. Developer acknowledges that the proposed stormwater management plan for this subdivision does not provide for the water quality volume component (capture and treatment of 1.25 inches rainfall) set forth in Chapter 156 of the City Code with respect to Lot 1 and Lot 2. No building permits shall be issued for Lot 1 or Lot 2 until such facilities are installed which satisfy said water quality volume requirements for the respective lot.

6. Developer agrees to construct and maintain (including snow removal) a temporary fire access from Julia Drive over and across Auditor's Parcel # 2011021 to Kansas Avenue prior to final plat approval. That temporary fire access may be

gravel, but must be designed to support a fire apparatus weight of at least 75,000 pounds. Notwithstanding any other provision in this Agreement, if additional means for ingress and egress for fire apparatus vehicles as contemplated by Section D107.1 of the International Fire Code does not become open and available to the subdivision on or before November 1, 2025, then Developer shall cause the temporary fire access to be converted to pavement. Such modification shall be made at the Developer's sole expense. Developer agrees that the obligations arising from this Section 3(D)(6) are not assignable to a homeowners association. After such additional means of ingress and egress shall have been constructed and accepted by the City, such temporary fire access may be removed.

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

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

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

3. After the final plat is approved and recorded, the Developer shall transfer control of all outlots to the HOA via easement or deed, and grant such easements and additional rights to the HOA as may be necessary to ensure the proper maintenance and management of common areas and storm water detention facilities.

4. The HOA shall, in perpetuity, be responsible for the maintenance of all outlots within the boundaries of the preliminary plat, and all easements for stormwater management facilities and landscape buffers, consistent with all terms and conditions set out in this Agreement.

5. No signs may be erected or maintained on any outlet within the boundaries of the preliminary plat. The HOA shall promptly remove any signs placed on any outlet. The City is empowered to remove and dispose of any such signs, without prior notice or reimbursement.

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

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

#### **SECTION 4. PUBLIC UTILITIES.**

Developer agrees that it will obtain any necessary concurrence of utility or other easements from appropriate utility companies. Developer agrees that it will provide for the continuation of all required water, sanitary sewer and storm drainage facilities. The Developer agrees that it will connect and use existing public water supplies in accordance with the North Liberty Municipal Code and that the Developer will provide a plan outlining the drainage of the land and indicating the manner in which the drainage will be accommodated and will connect to the existing storm water sewer systems when available in accordance with the plan approved by the City Engineer.

#### **SECTION 5. EROSION CONTROL AND GRADING.**

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



the Developer's and City's rights or obligations hereunder. It is anticipated that all of such areas shall be seeded with prairie grasses and/or other natural plantings so as to minimize the need for frequent mowing and other maintenance.

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

#### **SECTION 6. PHASED DEVELOPMENT.**

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

#### **SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.**

A. If all the public improvements and facilities as provided in this agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no certificates of occupancy will be issued until all the public improvements and facilities are constructed and accepted by the City.

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

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

#### **SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.**

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

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction, and consultation with the Developer and its engineer on the status, progress or other issues regarding the project. The Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other infrastructure improvements. The engineering administrative fee and construction observation fees to be paid by the Developer shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by the Developer.

#### **SECTION 9. RELEASE.**

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

#### **SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.**

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

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

#### **SECTION 11. AUTHORIZATION TO ENTER PREMISES.**

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

#### **SECTION 12. FEES.**

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

#### **SECTION 13. TIME OF PERFORMANCE.**

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

**SECTION 14. MISCELLANEOUS.**

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

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

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

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

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

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

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

H. No building permit shall be issued for construction on any lot except lot 25, nor will occupancy permits be issued for any lot until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City. Notwithstanding the foregoing, the Developer may transfer the ownership of all outlots within the subdivision to a homeowners association, which shall assume the obligation to maintain and repair the stormwater detention facility and other infrastructure on said outlots located

located thereon, and Developer shall be released from any further liability or responsibility to repair or maintain the infrastructure on said outlots.

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

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

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

**SECTION 15. NOTICES.**

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

Bowman Property, LLC  
c/o Robert N. Downer  
122 S. Linn Street  
Iowa City, IA 52240

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

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

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

**SECTION 16. SUCCESSORS AND ASSIGNS.**

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

DATED this \_\_\_ day of \_\_\_\_\_, 2022.

CITY OF NORTH LIBERTY, IOWA

BOWMAN PROPERTY, LLC

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

Chris Hoffman, Mayor

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

Alan Marks, Manager

ATTEST: \_\_\_\_\_

Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman 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 \_\_\_\_\_, 2022; and that Chris Hoffman 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 colorado  
COUNTY OF Summit : ss

This instrument was acknowledged before me on this 27 day of December, 2022,  
by Alan Marks as President of Bowman Property, LLC, Developer.



*Avalon King*  
Notary Public in and for said State

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





# **Library Improvements Project**

# SHIVE-HATTERY, INC.

2839 Northgate Drive  
Iowa City, Iowa 52245-9568  
(319) 354-3040

## QUOTATIONS

Client: City of North Liberty  
Project Name: NL Library circulation desk and acoustical panels  
S-H Project #: 2112301020

Bid Date: 17-Jan-23  
Location: NL Library via email  
Pages: 1

NAME AND ADDRESS OF BIDDER			Apex Construction Company, Inc. 4218 Yvette Street SW Iowa City, IA 52244		Henley Group* PO Box 1035 Muscatine, IA 52761		Architect's Estimate	
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	ALL WORK AS SHOWN ON THE PLANS	1 LS	\$ 70,300.00	\$ 70,300.00		\$ -	\$ 72,549.00	\$ 72,549.00
<b>TOTAL BASE BID</b>				<b>\$ 70,300.00</b>		<b>\$ -</b>		<b>\$ 72,549.00</b>

\*Non-responsive quotation

**Resolution No. 2023-08**

**RESOLUTION ACCEPTING THE QUOTATION AND AUTHORIZING EXECUTION OF THE CONTRACT FOR THE LIBRARY IMPROVEMENTS PROJECT, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the City sought quotes for the Library Improvements Project;

**WHEREAS**, one contractor submitted a quote for the project; and

**WHEREAS**, the low quote for the project was from Apex Construction Company, Inc., in the amount of \$70,300.00; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Library Improvements Project is authorized and the quote from Apex Construction Company, Inc. is hereby accepted and approved for the project at an amount of \$70,300.00 as set forth therein.

**BE IT FURTHER RESOLVED** that the Contract between the Owner and the Contractor is approved and that the City Administrator is authorized to execute said agreement.

**APPROVED AND ADOPTED** this 24th day of January, 2023.

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, 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



# **The Evermore Part Two**

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

**SURETY AGREEMENT  
THE EVERMORE PART TWO SUBDIVISION**

THIS SURETY AGREEMENT is made this \_\_\_ day of January, 2023, by and between the City of North Liberty, Iowa ("City") and DERS 380 LLC and MOYNA NORTH LLC, hereinafter collectively referred to as "Developer." ("Developer").

RECITALS

A. Developer and the City originally entered into a Developer's Agreement for The Evermore Part Two Subdivision, located on the following-described real estate ("Property"):

Commencing at the Center of Section 22, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N00°44'30"W, along the West Line of the West One-Half of the Northeast Quarter of said Section 22, a distance of 204.37 feet, to the Point of Beginning; Thence N00°44'30"W, along said West Line, 1509.16 feet; Thence N89°15'30"E, 50.00 feet; Thence Northeasterly, 23.56 feet, along a 15.00 foot radius curve, concave Southeasterly, whose 21.21 foot chord bears N44°15'23"E; Thence N89°15'16"E, 138.37 feet; Thence N86°57'50"E, 150.12 feet; Thence N89°15'16"E, 82.91 feet; Thence S00°44'44"E, 268.96 feet; Thence S28°45'39"W, 644.68 feet; Thence S89°15'30"W, 68.82 feet; Thence S00°44'30"E, 214.51 feet; Thence Southeasterly, 23.56 feet, along a 15.00 foot radius curve, concave Northeasterly, whose 21.21 foot chord bears S45°44'37"E; Thence N89°15'16"E, 138.34 feet; Thence N88°27'18"W, 31.17 feet; Thence Northeasterly, 101.20 feet, along a 167.47 foot radius curve, concave Northwesterly, whose 99.66 foot chord bears N74°23'11"E; Thence S35°20'17"E, 175.74 feet; Thence S19°21'19"E, 289.53 feet, to a Point on the North Right-of-Way Line of Relocated Forevergreen Road; Thence S67°39'47"W, along said North Right-of-Way Line, 186.75 feet; Thence

S82°46'23"W, along said North Right-of-Way Line, 206.68 feet; Thence S89°38'44"W, along said North Right-of-Way Line, 89.99 feet; Thence N54°48'13"W, along said North Right-of-Way Line, 26.10 feet; Thence S89°38'57"W, 33.00 feet, to the Point of Beginning. Said The Evermore Part Two contains 11.38 Acres, and is subject to easements and restrictions of record.

B. Pursuant to Section 3 of the Developer's Agreement, the Developer was required to complete certain site improvements at Developer's sole cost and expense, and subject to the City's prior approval thereof. The parties further acknowledge that the obligation to install public improvements is deemed a covenant running with the land and with title to the land.

C. All public improvements required under Section 3 have been installed by Developer except for those items included in the attached Exhibit A ("Surety Items"), estimated to cost One Million, Five Hundred Twenty Thousand Dollars (\$1,520,000.00) (the "Surety Amount").

D. As a condition of approving the Final Plat for Evermore Part Two Subdivision, the City has asked and Developer has agreed to establish one or more irrevocable lines of credit in favor of the City (the "Credit Account") in accordance with North Liberty Code of Ordinances § 180.11(8)(A)(2). Additional terms governing the Credit Account are set forth herein.

E. The purpose of this Surety Agreement is to give effect to the Developer's desire to receive final plat approval from the City prior to the construction and acceptance of the public improvements as set forth in the Developer's Agreement, and to the City's desire to ensure that those public improvements are completed satisfactorily and without risk or obligation to the City.

#### TERMS AND CONDITIONS

In consideration of the Recitals and the mutual covenants set out below, it is agreed as follows:

1. Recitals. By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. Credit Account. Prior to final plat approval, the Developer will establish one or more irrevocable lines of credit for the benefit of the City through a financial institution acceptable to the City, in an aggregate amount equal to or greater than the Surety Amount, payable to the City on demand, and not to expire prior to December 31, 2023. The Developer shall, prior to final plat approval, ensure that the lines of credit shall automatically extend to May 30, 2024 (or later if the Developer is delayed in completion of the Surety Items as a result of a Force Majeure Event as contemplated in Section 7) in the event that the Developer

fails to complete the Surety Items by the Construction Deadline.

3. Access and Repayment. The City shall access funds in said Credit Account only in accordance with the terms of this Agreement. The City shall have no obligation to repay any Credit Account funds so withdrawn.

4. Developer to Install Improvements. The Surety Items shall be constructed and installed by the Developer according to the plans and specifications approved by the City, who shall have the right to make occasional inspection of the work in progress. As of the date of this Agreement, said approved plans and specifications are dated October 25, 2022, and are comprised of 16 sheets. Such inspections shall not relieve or release the Developer from its responsibility to construct said Surety Items in accordance with the approved plans and specifications. Further, said inspections shall not create a duty or warranty on the part of the City that the construction of said Surety Items is in compliance with said plans and specifications.

5. Upon satisfaction of the terms as outlined in Paragraph 4, the City shall promptly exonerate and relinquish any claim or right to the Credit Account.

6. After installation and acceptance by the City, the Developer, or the applicable homeowner's association, shall have the obligation for maintenance or management of such Surety Items not dedicated to the City.

7. The Developer agrees to complete the Surety Items on or before July 1, 2023 ("Construction Deadline"). If the Developer's completion of the Surety Items is delayed by labor disputes, fire, unusual delay in deliveries, unusual weather, unavoidable casualties, pandemics, epidemics or other causes beyond the Developer's control (collectively, a "Force Majeure Event"), then the Construction Deadline shall be extended for an equitable period of time to account for such delays. Following such delay, the Developer shall provide the City with reasonable proof that the Credit Account established for the benefit of the City shall have been extended for the same period of time for which the Developer is excused under this Section 7. For example, a two-week extension of the Construction Deadline would require the Developer to provide and City to accept reasonable proof that the Credit Account established for the benefit of the City shall not expire prior to June 13, 2024.

8. In the event the Surety Items are not complete by the Construction Deadline, the City may, but shall not be required to, utilize so much of the Credit Account as necessary to complete the Surety Items, including, but not limited to, all costs associated with management and oversight of the completion of the Surety Items. The City shall have the right to install and construct said Surety Items, including the right to use all construction plans, CAD files, Survey Data, Addendums and Design and/or construction revisions issued during the work for said improvements (the "Construction Plans"). Developer avers and agrees that Developer has the legal authority and obligation to assign the right to use said Construction Plans to the City under the above-described conditions, and further agrees to indemnify,



defend, and hold the City harmless for the City's use of said Construction Plans in accordance with this paragraph. Unless City is fully reimbursed for the Surety Items from the Credit Account, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code.

9. In the event the Credit Account is insufficient to pay for the Surety Items, DERS 380 LLC and MOYNA NORTH LLC shall be jointly and severally liable to pay for the excess costs incurred.

10. Except as specifically provided above, nothing in this Agreement shall be construed to impose a requirement on the City to install the public improvements herein, nor shall the Developer be deemed to be acting as the City's agent during the construction and installation of the above-described improvement.

11. Interpretation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

12. Severability. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

13. Counterparts. This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

*[Signature Pages to Follow]*

*Signature Pages to Surety Agreement*

CITY OF NORTH LIBERTY, IOWA

By: \_\_\_\_\_  
Chris Hoffman, Mayor

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman 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 \_\_\_\_\_, 2023; and that Chris Hoffman 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

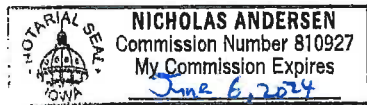
*Signature Pages to Surety Agreement*


DERS 380, L.L.C.

By: , *MANAGER*  
Scott A. Andersen, Manager

STATE OF IOWA, JOHNSON COUNTY: ss

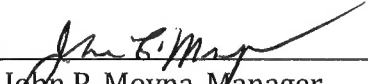
This instrument was acknowledged before me on this 11<sup>th</sup> day of January, 2023,  
by Scott Andersen as Manager of DERS 380, L.L.C.



  
Notary Public in and for the State of Iowa

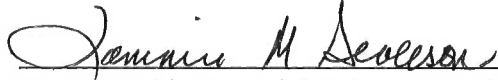
*Signature Pages to Surety Agreement*

MOYNA NORTH, LLC

By:   
John P. Moyna, Manager

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 17 day of January, 2023,  
by John P. Moyna as Manager of Moyna North, L.L.C.

  
Notary Public in and for the State of Iowa

2/13/25

*Signature Pages to Surety Agreement*

Approved as to Form and Content

MMS CONSULTANTS, INC.

By: 

\_\_\_\_\_  
Kelly Beckler, P.E., Partner

*Signature Pages to Surety Agreement*

Approved as to Form and Content

CENTRAL STATE BANK

By: Abbe M. Stensland  
Abbe M. Stensland, Chief Credit Officer

EXHIBIT A

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER:  
Andersen and Moyna

PROJECT:  
The Evermore, North Liberty

APPLICATION #: 1  
PERIOD TO: 30-Nov-22  
PROJECT NOS: 6385-046

Distribution to:  
 Owner  
  
 Const. Mgr  
 Architect  
 Contractor

FROM CONTRACTOR:  
CJ Moyna  
Maxwell Construction  
Streb Construction

VIA ENGINEER:  
MMS Consultants  
1917 South Gilbert Street  
Iowa City, IA 52240

CONTRACT DATE:

CONTRACT FOR: Subdivision Improvements

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

<b>1. ORIGINAL SUM-----</b>	\$	<input type="text" value="2,366,837.93"/>
<b>2. Net change by Change Orders-----</b>	\$	<input type="text"/>
<b>3. SUM TO DATE (Line 1 +/- 2)</b>	\$	<input type="text" value="2,366,837.93"/>
<b>4. TOTAL COMPLETED &amp; STORED TO DATE----</b>	\$	<input type="text" value="1,228,572.65"/>
(Column G on Continuation Sheet)		
<b>5. RETAINAGE:</b>		
a. _____ of Completed Work	\$	<input type="text"/>
(Columns D+E on Continuation Sheet)		
b. _____ of Stored Material	\$	<input type="text"/>
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column I of Continuation Sheet-----	\$	<input type="text"/>
<b>6. TOTAL EARNED LESS RETAINAGE-----</b>	\$	<input type="text" value="1,228,572.65"/>
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>		
(Line 6 from prior Certificate)-----	\$	<input type="text"/>
<b>8. CURRENT PAYMENT DUE-----</b>	\$	<input type="text" value="1,228,572.65"/>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>		
(Line 3 less Line 6)	\$	<u>1,138,265.28</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Mutual Project Agreement, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: MMS Consultants, Inc. Date: #####

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**CERTIFICATE FOR PAYMENT**

In accordance with Mutual Project Agreements, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Mutual Project Agreement, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ----- \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		



**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT: The Evermore, North Liberty

APPLICATION DATE: 30-Nov-22

PERIOD TO: 30-Nov-22

ARCHITECT'S PROJECT NO: 6385-046

A Item No.	B Description of Work	Item Quantity	Unit	Unit Price	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage
						From Previous Application (D + E)	This Period					
1	MASS GRADING - CJ MOYNA											
2	Mobilization	1	LS	\$12,500.00	\$12,500.00		\$12,500.00		\$12,500.00	100%		
3	Topsoil Strip & Stockpile	34,414	CY	\$2.15	\$73,990.10		\$73,990.10		\$73,990.10	100%		
4	Mass Excavation, Scraper Dirt	125,000	CY	\$2.54	\$317,500.00		\$317,500.00		\$317,500.00	100%		
5	Mass Excavation, Pond Cut	78,150	CY	\$3.33	\$260,239.50		\$160,339.50		\$160,339.50	62%	\$99,900.00	
6	Jasper Avenue Grading	1	LS	\$5,280.00	\$5,280.00		\$5,280.00		\$5,280.00	100%		
7	Street Subgrade Prep	3,800	SY	\$1.00	\$3,800.00		\$3,800.00		\$3,800.00	100%		
8	Modified Subbase Placement	1,200	TN	\$18.00	\$21,600.00		\$21,600.00		\$21,600.00	100%		
9	Backfill Curbs	2,500	LF	\$2.00	\$5,000.00						\$5,000.00	
10	Respread Topsoil Over Lots	34,414	CY	\$2.20	\$75,710.80		\$49,212.02		\$49,212.02	65%	\$26,498.78	
11	Stone at Detention Basin, 10' Wide Band	975	TN	\$28.00	\$27,300.00						\$27,300.00	
12	Class E Riprap at Dentention Basin	565	TN	\$45.00	\$25,425.00						\$25,425.00	
13	Strip/Stockpile/Respread Topsoil Excess	9,000	CY	\$4.35	\$39,150.00		\$9,787.50		\$9,787.50	25%	\$29,362.50	
14	Excess Cut/Fill (including stockpile at north end)	20,000	CY	\$2.50	\$50,000.00		\$10,000.00		\$10,000.00	20%	\$40,000.00	
15	Macadam at Street Ends	32	TN	\$18.00	\$576.00						\$576.00	
16	Jasper Avenue Traffic Control	1	LS	\$4,850.00	\$4,850.00		\$4,850.00		\$4,850.00	100%		
17												
18	EROSION CONTROL - CJ MOYNA											
19	Perimeter Silt Fence	8,000	LF	\$1.75	\$14,000.00		\$7,000.00		\$7,000.00	50%	\$7,000.00	
20	SWPPP Inspections	12	MO	\$350.00	\$4,200.00		\$1,800.00		\$1,800.00	43%	\$2,400.00	
21	Seed/Fertilize/Mulch	35	AC	\$1,800.00	\$63,000.00		\$22,950.00		\$22,950.00	36%	\$40,050.00	
22	Seed/Fertilize/Matting slopes pond & ditch	2.75	AC	\$6,500.00	\$17,875.00						\$17,875.00	
23	Intake Protection	8	EA	\$250.00	\$2,000.00						\$2,000.00	
24	Rock Checks in Drainage Swale	5	EA	\$950.00	\$4,750.00						\$4,750.00	
25												
26												
27												
28												
	SUBTOTALS PAGE 2				\$1,028,746.40		\$700,609.12		\$700,609.12	68%	\$328,137.28	

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE: 30-Nov-22

The Evermore, North Liberty

PERIOD TO: 30-Nov-22

ARCHITECT'S PROJECT NO: 6385-046

A Item No.	B Description of Work	Item Quantity	Unit	Unit Price	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage
						From Previous Application (D + E)	This Period					
29	SANITARY SEWER - MAXWELL CONSTRUCTION											
30	6" Sanitary Sewer Service Adjacent to the Main	6	EA	\$960.00	\$5,760.00		\$5,760.00		\$5,760.00	100%		
31	6" Sanitary Sewer Service Across Street from Main	4	EA	\$1,800.00	\$7,200.00		\$7,200.00		\$7,200.00	100%		
32	8" PVC Truss Sanitary Sewer	2,015	LF	\$41.00	\$82,615.00		\$82,615.00		\$82,615.00	100%		
33	8" X 6" Truss Wyes	10	EA	\$250.00	\$2,500.00		\$2,500.00		\$2,500.00	100%		
34	48" Sanitary Sewer Manholes (9 Structures)	135.99	VF	\$372.00	\$50,588.28		\$50,588.28		\$50,588.28	100%		
35	Chimney Seals	9	EA	\$800.00	\$7,200.00		\$7,200.00		\$7,200.00	100%		
36	Connect to the Existing Sanitary Main	1	EA	\$650.00	\$650.00		\$650.00		\$650.00	100%		
37	Sanitary Testing	1	LS	\$700.00	\$700.00						\$700.00	
38	8" Sanitary Compacted Trench Backfill	2,015	LF	\$12.00	\$24,180.00		\$24,180.00		\$24,180.00	100%		
39												
40	STORM SEWER - MAXWELL CONSTRUCTION											
41	6" Perforated Tile	4,316	LF	\$12.00	\$51,792.00		\$6,792.00		\$6,792.00	13%	\$45,000.00	
42	Subdrain Intake Connections	20	EA	\$150.00	\$3,000.00		\$300.00		\$300.00	10%	\$2,700.00	
43	Subdrain Cleanout	4	EA	\$560.00	\$2,240.00						\$2,240.00	
44	15" RCP Storm Sewer	155	LF	\$44.00	\$6,820.00		\$1,804.00		\$1,804.00	26%	\$5,016.00	
45	18" RCP Storm Sewer	541	LF	\$50.00	\$27,050.00						\$27,050.00	
46	24" RCP Storm Sewer	326	LF	\$70.00	\$22,820.00		\$22,820.00		\$22,820.00	100%		
47	24" RCP Storm Sewer W/Tied Joints	61	LF	\$80.00	\$4,880.00		\$4,880.00		\$4,880.00	100%		
48	48: RCP Storm Sewer	274	LF	\$203.00	\$55,622.00						\$55,622.00	
49	48: Equivalent Arch RCP Storm Sewer	250	LF	\$352.00	\$88,000.00						\$88,000.00	
50	54" RCP Storm Sewer	351	LF	\$250.00	\$87,750.00						\$87,750.00	
51	54" Equivalent RCP Storm Sewer	130	LF	\$372.00	\$48,360.00						\$48,360.00	
52	54" Equivalent RCP Storm Sewer W/Tied Joints	57	LF	\$382.00	\$21,774.00						\$21,774.00	
53	15" RCP Flared End Section w/Toewall & Guard	2	EA	\$3,200.00	\$6,400.00						\$6,400.00	
54	24" RCP Flared End Section w/Toewall & Guard	1	EA	\$3,900.00	\$3,900.00		\$3,900.00		\$3,900.00	100%		
55	48" RCP Flared End Section w/Toewall & Guard	1	EA	\$8,500.00	\$8,500.00						\$8,500.00	
56	48" RCP Arch Flared End Section w/Toewall & Guard	1	EA	\$9,000.00	\$9,000.00						\$9,000.00	
	SUBTOTALS PAGE 3				\$1,658,047.68		\$921,798.40		\$921,798.40	56%	\$736,249.28	

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE: 30-Nov-22

The Evermore, North Liberty

PERIOD TO: 30-Nov-22

ARCHITECT'S PROJECT NO: 6385-046

A Item No.	B Description of Work	Item Quantity	Unit	Unit Price	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage	
						From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)			
57	54" RCP Flared End Section w/Toewall & Guard	1	EA	\$9,500.00	\$9,500.00						\$9,500.00		
58	54" RCP Arch Flared End Section w/Toewall & Guard	1	EA	\$10,000.00	\$10,000.00						\$10,000.00		
59	SW-401 Manhole 48" (1 Structure)	8.05	VF	\$575.00	\$4,628.75		\$4,628.75		\$4,628.75	100%			
60	SW-401 Manhole 60" (1 Structure)	6.23	VF	\$1,200.00	\$7,476.00		\$7,476.00		\$7,476.00	100%			
61	SW-509 Intake Base & Walls Only	5	EA	\$3,475.00	\$17,375.00						\$17,375.00		
62	SW-509 Modified Intake	2	EA	\$6,100.00	\$12,200.00		\$6,100.00		\$6,100.00	50%	\$6,100.00		
63	SW-510 Intake Base & Walls Only	2	EA	\$5,000.00	\$10,000.00						\$10,000.00		
64	SW-510 Modified Cast in Place Base & Walls Only	2	EA	\$5,800.00	\$11,600.00						\$11,600.00		
65	SW-512 Beehive Intake	1	EA	\$2,100.00	\$2,100.00		\$2,100.00		\$2,100.00	100%			
66	SW-513 Modified Detention Basin Structure	2	EA	\$5,400.00	\$10,800.00						\$10,800.00		
67	Rip Rap	133	TN	\$55.00	\$7,315.00						\$7,315.00		
68	Storm Sewer Compacted Trench Backfill	2,145	LF	\$8.00	\$17,160.00		\$3,424.00		\$3,424.00	20%	\$13,736.00		
69													
70	WATER MAIN - MAXWELL CONSTRUCTION												
71	8" PVC Water Main	125	LF	\$39.00	\$4,875.00		\$3,081.00		\$3,081.00	63%	\$1,794.00		
72	12" PVC Water Main	2,362	LF	\$71.00	\$167,702.00		\$5,680.00		\$5,680.00	3%	\$162,022.00		
73	8" Gate Valve	2	EA	\$2,200.00	\$4,400.00						\$4,400.00		
	12" Gate Valve	8	EA	\$3,900.00	\$31,200.00						\$31,200.00		
74	Fire Hydrant Assembly	8	EA	\$7,300.00	\$58,400.00						\$58,400.00		
75	Temporary Fire Hydrant Assembly	1	EA	\$6,800.00	\$6,800.00						\$6,800.00		
76	Connect to Existing Water Main	1	EA	\$1,200.00	\$1,200.00						\$1,200.00		
77	Miscellaneous Water Fittings	1	EA	\$16,000.00	\$16,000.00		\$1,600.00		\$1,600.00	10%	\$14,400.00		
78	Water Main Testing	1	LS	\$800.00	\$800.00						\$800.00		
79	Water Main Compacted Trench Backfill	2,487	LF	\$8.00	\$19,896.00		\$1,272.00		\$1,272.00	6%	\$18,624.00		
80													
81													
82													
83													
84													
	SUBTOTALS PAGE 4					\$2,089,475.43		\$957,160.15		\$957,160.15	46%	\$1,132,315.28	

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE: 30-Nov-22

The Evermore, North Liberty

PERIOD TO: 30-Nov-22

ARCHITECT'S PROJECT NO: 6385-046

A Item No.	B Description of Work				C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
						From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
85	PAVING - STREB CONSTRUCTION											
86	8" PCC Paving w/CD Baskets	3,550	SY	\$60.50	\$214,775.00		\$214,775.00		\$214,775.00	100%		
87	6" Recycled Modified Subbase	1,350	TN	\$20.00	\$27,000.00		\$27,000.00		\$27,000.00	100%		
88	4" PCC Sidewalk Paving	30	SY	\$65.00	\$1,950.00						\$1,950.00	
89	Truncated ADA Domes	32	SF	\$125.00	\$4,000.00						\$4,000.00	
90	GPS Machine Control	1	LS	\$2,000.00	\$2,000.00		\$2,000.00		\$2,000.00	100%		
91	Mobilization	1	LS	\$8,000.00	\$8,000.00		\$8,000.00		\$8,000.00	100%		
92	Cold Weather Protection	1	LS	\$19,500.00	\$19,500.00		\$19,500.00		\$19,500.00	100%		
93	Hot Water/Heated AGG	1	LS	\$137.50	\$137.50		\$137.50		\$137.50	100%		
94												
95												
96												
97												
98												
99												
100												
101												
102												
103												
104												
105												
106												
107												
108												
109												
110												
111												
112												
	SUBTOTALS PAGE 5					\$2,366,837.93		\$1,228,572.65		\$1,228,572.65	52%	\$1,138,265.28

The Evermore Part Two		
Partial Site Walk-Thru (December 2022)		
Amounts	Notes	
\$ 1,138,265	Balance to Finish (Per MMS Pay App Exhibit)	
\$ 113,827	Escalation (10%)	
\$ 125,209	Bidding/CA/Testing/Staking (10%)	
\$ 1,377,301	Subtotal	
\$ 137,730	10% (Per Code)	
\$ 1,515,031		
\$ 1,520,000	Bond Amount	

## ADDENDUM TO IRREVOCABLE LETTER OF CREDIT

**Borrower:** Moyna North, LLC  
24412 Highway 13  
Elkader, IA 52043

**Lender:** Central State Bank  
Administrative Branch  
805 22<sup>nd</sup> Avenue  
Coralville, IA 52241

**Beneficiary:** City of North Liberty  
North Liberty City Administrator  
P.O. Box 77  
North Liberty, IA 52317

---

### RECITALS

A. At Borrower's request, Lender issued Irrevocable Letter of Credit No. 5017640 (the "Irrevocable Letter of Credit") in favor of the Beneficiary on or about December 29, 2022.

B. The Irrevocable Letter of Credit secures Borrower's obligations under a certain developer's agreement and/or surety agreement (hereinafter individually or collectively the "Developer's Agreement") with the City relating to the development of real property within the City of North Liberty.

C. Beneficiary has requested that Lender agree to extend the Irrevocable Letter of Credit through May 31, 2024 as further security for Borrower's obligations to Beneficiary under the Developer's Agreement.

D. Lender has not agreed to extend the Irrevocable Letter of Credit but has agreed to automatically renew the Irrevocable Letter of Credit through May 31, 2024, under the circumstances provided for herein.

E. In exchange Lender's agreement to automatically renew the Irrevocable Letter of Credit under the terms and conditions outlined herein, Beneficiary has agreed to permit Lender to terminate the Irrevocable Letter of Credit immediately upon completion of Borrower's obligations under the Developer's Agreement.

F. Borrower executed a promissory note, commercial security agreement and other documents (hereinafter individually or collectively referred to as the "Loan Documents") in connection with the Irrevocable Letter of Credit and Borrower has agreed to extend its obligations under the Loan Documents, regardless of the initial term or maturity date contained thereon, in exchange for the accommodations and agreements by the Lender and the Beneficiary as further set forth herein.

## AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED AND AGREED, LENDER, BENEFICIARY AND BORROWER AGREES AS FOLLOWS:

1. AUTOMATIC RENEWAL OF IRREVOCABLE LETTER OF CREDIT. The initial term of Irrevocable Letter of Credit No. 5017640 shall be through December 29, 2023, as spelled out in the Irrevocable Letter of Credit and the corresponding Loan Documents. Unless terminated earlier by Beneficiary, Lender hereby agrees to automatically renew Irrevocable Letter of Credit No. 5017640 for a term through and including May 31, 2024. Lender's obligations to Beneficiary under the Irrevocable Letter of Credit shall automatically renew through and including May 31, 2024, without further notice and/or agreement by the Borrower under the specific conditions outlined herein.

2. AUTOMATIC EXTENSION OF IRREVOCABLE LETTER OF CREDIT. If Borrower requests an extension of the construction deadlines in the Developer's Agreement and Beneficiary agrees to such extension, the term of the Irrevocable Letter of Credit No. 5017640 shall be extended beyond May 31, 2024, for an equal number of days. In no event, however, shall the term of the Irrevocable Letter of Credit be extended beyond September 1, 2024.

3. BORROWER'S OBLIGATIONS UNDER THE LOAN DOCUMENTS. Nothing herein shall alter and/or otherwise change Borrower's obligations to Lender under the Loan Documents for all advances made under the Irrevocable Letter of Credit. In the event the Irrevocable Letter of Credit automatically renews under the conditions outlined in Paragraph 1 *supra*, Borrower's obligations under the corresponding Loan Documents shall likewise be extended through and including May 31, 2024, and the Loan Documents shall be deemed amended such that May 31, 2024 shall be substituted for the maturity date on all Loan Documents. In the event the Irrevocable Letter of Credit is extended under the conditions outlined in Paragraph 2, *supra*, Borrower's obligations under the corresponding Loan Documents shall likewise be extended through such date, and the maturity date on all Loan Documents shall be deemed amended in accordance with such date. With the single exception of the change in maturity date as discussed herein, Borrower expressly agrees that all other obligations to Lender shall continue and shall be governed by the terms and conditions outlined in the Loan Documents. Borrower expressly agrees that it will not, in any event, seek to avoid payment of sums due Lender under the Loan Documents on the basis that advances under the Irrevocable Letter of Credit to the Beneficiary were made during the automatic renewal period outlined in Paragraph 1 *supra*.

4. AUTOMATIC TERMINATION OF THE IRREVOCABLE LETTER OF CREDIT. Without regard for the original maturity date and/or the automatic renewal contemplated in Paragraph 1 *supra*, Beneficiary hereby agrees that Lender shall be entitled to cancel all further obligations under the Irrevocable Letter of Credit and/or this Addendum immediately upon completion of Borrower's obligations to Beneficiary under

the Developer's Agreement. Beneficiary shall immediately provide notice to Lender of the completion of Borrower's obligations to Beneficiary and, following Beneficiary's notification, Lender shall be immediately entitled to revoke, terminate and/or otherwise cancel any and all further obligations to Beneficiary under the Irrevocable Letter of Credit. Lender's obligations to Beneficiary under the Irrevocable Letter of Credit shall not extend beyond May 31, 2024, except as provided in Paragraph 2 *supra*.

5. NO OTHER MODIFICATIONS. Lender, Beneficiary and Borrower hereby agree that, except for the express modifications outlined herein, no additional modifications and/or changes to this Addendum, the Irrevocable Letter of Credit, and/or the Loan Documents shall be made without the express written consent of all contracting parties.

**BENEFICIARY – CITY OF NORTH LIBERTY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**BORROWER – MOYNA NORTH, LLC**

\_\_\_\_\_  
(Signature) 

\_\_\_\_\_  
(Printed Name) John P. Moyna

\_\_\_\_\_  
(Title) Owner

**LENDER – CENTRAL STATE BANK**

*Abbe M. Stensland*

(Signature)

Abbe M. Stensland

(Printed Name)

Chief Credit officer

(Title)



## ADDENDUM TO IRREVOCABLE LETTER OF CREDIT

<b>Borrower:</b>	DERS 380 LLC 1100 Andersen Place Suite 500 Tiffin, IA 52340-1107	<b>Lender:</b>	Central State Bank Administrative Branch 805 22 <sup>nd</sup> Avenue Coralville, IA 52241
<b>Beneficiary:</b>	City of North Liberty North Liberty City Administrator P.O. Box 77 North Liberty, IA 52317		

---

### RECITALS

A. At Borrower's request, Lender issued Irrevocable Letter of Credit No. 5017670 (the "Irrevocable Letter of Credit") in favor of the Beneficiary on or about January 4, 2023.

B. The Irrevocable Letter of Credit secures Borrower's obligations under a certain developer's agreement and/or surety agreement (hereinafter individually or collectively the "Developer's Agreement") with the City relating to the development of real property within the City of North Liberty.

C. Beneficiary has requested that Lender agree to extend the Irrevocable Letter of Credit through May 31, 2024 as further security for Borrower's obligations to Beneficiary under the Developer's Agreement.

D. Lender has not agreed to extend the Irrevocable Letter of Credit but has agreed to automatically renew the Irrevocable Letter of Credit through May 31, 2024, under the circumstances provided for herein.

E. In exchange Lender's agreement to automatically renew the Irrevocable Letter of Credit under the terms and conditions outlined herein, Beneficiary has agreed to permit Lender to terminate the Irrevocable Letter of Credit immediately upon completion of Borrower's obligations under the Developer's Agreement.

F. Borrower executed a promissory note, commercial security agreement and other documents (hereinafter individually or collectively referred to as the "Loan Documents") in connection with the Irrevocable Letter of Credit and Borrower has agreed to extend its obligations under the Loan Documents, regardless of the initial term or maturity date contained thereon, in exchange for the accommodations and agreements by the Lender and the Beneficiary as further set forth herein.

## AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED AND AGREED, LENDER, BENEFICIARY AND BORROWER AGREES AS FOLLOWS:

1. AUTOMATIC RENEWAL OF IRREVOCABLE LETTER OF CREDIT. The initial term of Irrevocable Letter of Credit No. 5017670 shall be through January 3, 2024, as spelled out in the Irrevocable Letter of Credit and the corresponding Loan Documents. Unless terminated earlier by Beneficiary, Lender hereby agrees to automatically renew Irrevocable Letter of Credit No. 5017670 for a term through and including May 31, 2024. Lender's obligations to Beneficiary under the Irrevocable Letter of Credit shall automatically renew through and including May 31, 2024, without further notice and/or agreement by the Borrower under the specific conditions outlined herein.

2. AUTOMATIC EXTENSION OF IRREVOCABLE LETTER OF CREDIT. If Borrower requests an extension of the construction deadlines in the Developer's Agreement and Beneficiary agrees to such extension, the term of the Irrevocable Letter of Credit No. 5017670 shall be extended beyond May 31, 2024, for an equal number of days. In no event, however, shall the term of the Irrevocable Letter of Credit be extended beyond September 1, 2024.

3. BORROWER'S OBLIGATIONS UNDER THE LOAN DOCUMENTS. Nothing herein shall alter and/or otherwise change Borrower's obligations to Lender under the Loan Documents for all advances made under the Irrevocable Letter of Credit. In the event the Irrevocable Letter of Credit automatically renews under the conditions outlined in Paragraph 1 *supra*, Borrower's obligations under the corresponding Loan Documents shall likewise be extended through and including May 31, 2024, and the Loan Documents shall be deemed amended such that May 31, 2024 shall be substituted for the maturity date on all Loan Documents. In the event the Irrevocable Letter of Credit is extended under the conditions outlined in Paragraph 2, *supra*, Borrower's obligations under the corresponding Loan Documents shall likewise be extended through such date, and the maturity date on all Loan Documents shall be deemed amended in accordance with such date. With the single exception of the change in maturity date as discussed herein, Borrower expressly agrees that all other obligations to Lender shall continue and shall be governed by the terms and conditions outlined in the Loan Documents. Borrower expressly agrees that it will not, in any event, seek to avoid payment of sums due Lender under the Loan Documents on the basis that advances under the Irrevocable Letter of Credit to the Beneficiary were made during the automatic renewal period outlined in Paragraph 1 *supra*.

4. AUTOMATIC TERMINATION OF THE IRREVOCABLE LETTER OF CREDIT. Without regard for the original maturity date and/or the automatic renewal contemplated in Paragraph 1 *supra*, Beneficiary hereby agrees that Lender shall be entitled to cancel all further obligations under the Irrevocable Letter of Credit and/or this Addendum immediately upon completion of Borrower's obligations to Beneficiary under the Developer's Agreement. Beneficiary shall immediately provide notice to Lender of the

completion of Borrower's obligations to Beneficiary and, following Beneficiary's notification, Lender shall be immediately entitled to revoke, terminate and/or otherwise cancel any and all further obligations to Beneficiary under the Irrevocable Letter of Credit. Lender's obligations to Beneficiary under the Irrevocable Letter of Credit shall not extend beyond May 31, 2024, except as provided in Paragraph 2 *supra*.

5. NO OTHER MODIFICATIONS. Lender, Beneficiary and Borrower hereby agree that, except for the express modifications outlined herein, no additional modifications and/or changes to this Addendum, the Irrevocable Letter of Credit, and/or the Loan Documents shall be made without the express written consent of all contracting parties.

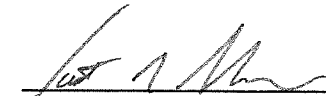
**BENEFICIARY – CITY OF NORTH LIBERTY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**BORROWER – DERS 380 LLC**

  
\_\_\_\_\_  
(Signature)

SCOTT A ANDERSEN  
\_\_\_\_\_  
(Printed Name)

MANAGER  
\_\_\_\_\_  
(Title)

**LENDER – CENTRAL STATE BANK**

*Abbe M. Stensland*

(Signature)

*Abbe M. Stensland*

(Printed Name)

*Chief Credit Officer*

(Title)

**Resolution No. 2023-06**

**A RESOLUTION APPROVING THE SURETY AGREEMENT AND  
ADDENDA TO IRREVOCABLE LETTERS OF CREDIT BETWEEN  
DERS-380 LLC, MOYNA NORTH LLC, CENTRAL STATE BANK  
AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, the DERS 380 LLC and Moyna North LLC (“Developers”) seek final plat approval from the City of North Liberty for the Evermore Part Two subdivision; and;

**WHEREAS**, pursuant to Chapter 180.11 of the Code of North Liberty, Developers have obtained irrevocable letters of credit from Central State Bank in favor of the City to ensure that the public improvements for the Evermore Part Two subdivision will be timely installed;

**WHEREAS**, Developers, Central State Bank and the City have reduced to writing agreements governing the parties’ rights and responsibilities concerning the distribution and access of the funds it is the parties’ desire to agree and establish, in writing, their understanding concerning the agreement for the project.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached Surety Agreement between the Developers and the City of North Liberty and the attached Addenda to Irrevocable Letters of Credit between the Developers, Central State Bank, and the City of North Liberty are approved.

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

**APPROVED AND ADOPTED** this 24th day of January, 2023.

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, 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

# FINAL PLAT THE EVERMORE PART TWO TO NORTH LIBERTY, JOHNSON COUNTY, IOWA

<b>LOCATION</b> OUTLOT "A" OF THE EVERMORE PART ONE, AND A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL OF SECTION 22, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	<b>SUBDIVIDER</b> DERS 380 LLC MOYNA NORTH LLC PO BOX 5198 CORALVILLE, IOWA 52241
<b>LAND SURVEYOR</b> RICHARD R. NOWOTNY, P.L.S. MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-6282	<b>PROPRIETOR</b> DERS 380 LLC MOYNA NORTH LLC PO BOX 5198 CORALVILLE, IOWA 52241
<b>DATE OF SURVEY</b> 02-08-2022	<b>SUBDIVIDER'S ATTORNEY</b> MATTHEW J. HEKTOEN 115 3RD STREET SUITE 1200 CEDAR RAPIDS, IOWA 52401

NORTH QUARTER CORNER OF SECTION 22-T80N-R7W OF THE FIFTH P.M. FOUND 5.8" REBAR OVER SCM BOOK 45 AT PAGE 105

FOR COUNTY RECORDER'S USE

### LEGEND AND NOTES

- CONGRESSIONAL CORNER, FOUND
- PROPERTY CORNERS(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- CUT "X"
- PROPERTY AND BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- MINIMUM BUILDING SETBACK LINES
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	89°59'46"	15.00'	23.56'	15.00'	21.21'	N44°15'23"E
C2	34°37'35"	232.43'	140.47'	72.45'	138.34'	N70°12'29"E
C3	34°35'34"	200.00'	120.75'	62.28'	118.93'	N71°57'29"E

LINE	LENGTH	BEARING
L1	58.00	N89°38'44"E
L2	31.99	N89°38'44"E

LOT "A" CONTAINS 2.26 ACRES, AND IS TO BE DEDICATED TO THE CITY OF NORTH LIBERTY FOR PUBLIC RIGHT-OF-WAY FOR JASPER AVENUE NW AND DIAMOND BOULEVARD




1/4 - 1/4	AREA	AREA IN ROW
NW - NE	3.98 ACRES	0.45 ACRES
SW - NE	7.40 ACRES	1.81 ACRES
TOTAL	11.38 ACRES	2.26 ACRES

LABEL	DESCRIPTION
○	FOUND 5/8" REBAR W. ALUMINUM IDOT CAP

LABEL	DESCRIPTION
○	EXISTING 6" TO 8" WIDE UTILITY EASEMENT BOOK 5499 AT PAGE 62A
○	15.00 FOOT WIDE PUBLIC UTILITY EASEMENT
○	30.00 FOOT WIDE STORM SEWER AND OVERLAND FLOWAGE EASEMENT

### DESCRIPTION - THE EVERMORE PART TWO

Commencing at the Center of Section 22, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N00°44'30"W, along the West Line of the West One-Half of the Northeast Quarter of said Section 22, a distance of 204.37 feet, to the Point of Beginning; Thence N00°44'30"W, along said West Line, 1509.16 feet; Thence N89°15'30"E, 50.00 feet; Thence Northeasterly, 23.56 feet, along a 15.00 foot radius curve, concave Southeasterly, whose 21.21 foot chord bears N44°15'23"E; Thence N89°15'16"E, 138.37 feet; Thence N86°57'50"E, 150.12 feet; Thence N89°15'16"E, 82.91 feet; Thence S00°44'44"E, 268.96 feet; Thence S28°45'39"W, 644.68 feet; Thence S89°15'30"W, 68.82 feet; Thence S00°44'30"E, 214.51 feet; Thence Southeasterly, 23.56 feet, along a 15.00 foot radius curve, concave Northeasterly, whose 21.21 foot chord bears S45°44'37"E; Thence N89°15'16"E, 138.44 feet; Thence S88°27'18"E, 31.17 feet; Thence Northeasterly, 101.20 feet, along a 167.47 foot radius curve, concave Northwesterly, whose 99.66 foot chord bears N74°23'11"E, 175.74 feet; Thence S19°21'19"E, 289.53 feet, to a Point on the North Right-of-Way Line of Relocated Forevergreen Road; Thence S67°39'47"W, along said North Right-of-Way Line, 186.75 feet; Thence S82°46'23"W, along said North Right-of-Way Line, 206.68 feet; Thence S89°38'44"W, along said North Right-of-Way Line, 89.99 feet; Thence N54°48'13"W, along said North Right-of-Way Line, 26.10 feet; Thence S89°38'57"W, 33.00 feet, to the Point of Beginning. Said The Evermore Part Two contains 11.38 Acres, and is subject to easements and restrictions of record.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

\_\_\_\_\_, 20\_\_\_\_

RICHARD R. NOWOTNY  
P.L.S. Iowa Lic. No. 17916

My license renewal date is December 31, 20\_\_\_\_.

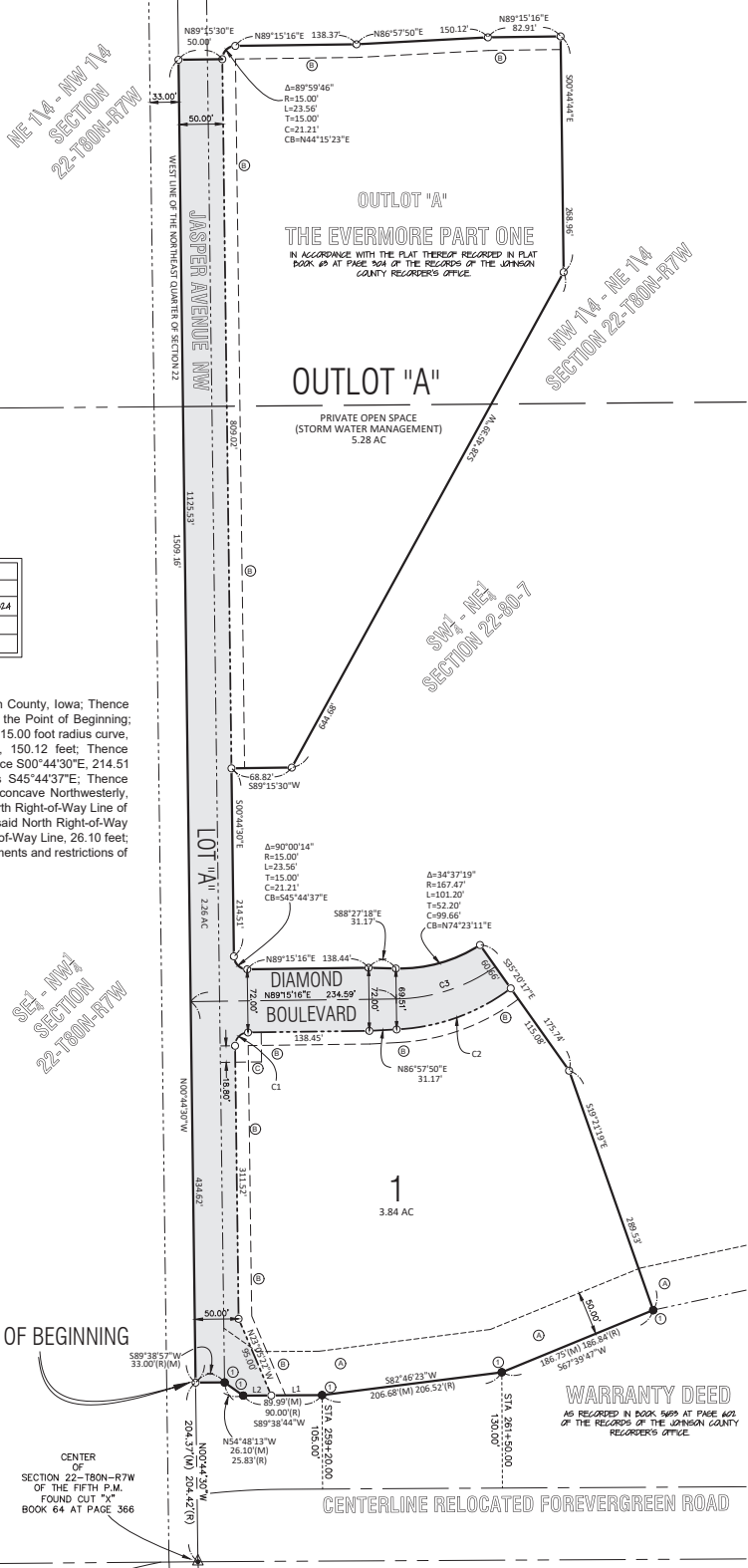
Pages or sheets covered by this seal:  
\_\_\_\_\_  
\_\_\_\_\_

Signed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, in and for the State of Iowa.

PLAT/PLAN APPROVED BY: CITY OF NORTH LIBERTY	DATE:
CITY CLERK	DATE:
UTILITY EASEMENTS APPROVED BY:	DATE:
MIDAMERICAN ENERGY	DATE:
MEDIACOM	DATE:
LINN COUNTY R.E.C.	DATE:
SOUTH SLOPE COOPERATIVE TELEPHONE CO.	DATE:

POINT OF BEGINNING



**WARRANTY DEED**  
AS RECORDED IN BOOK 5499 AT PAGE 62A OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE.

Project No:	6385-046
Checked by:	RNN
Drawn by:	KJB
Designed by:	KJB
Date:	10-06-2022
Scale:	1"=100'
Sheet No.:	1

**THE EVERMORE  
PART TWO**

**FINAL PLAT**

Date:	10-06-2022
Revision:	PER RNN REVIEW - RLW
	12-15-2022 PER CITY REVIEWER - RLW

**LANDSCAPE ARCHITECTS**  
1917 S. GILBERT ST  
IOWA CITY, IOWA 52240  
(319) 351-6282  
www.mmsconsultantsinc.com







**Resolution No. 2023-07**

**RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING IMPROVEMENTS FOR THE EVERMORE PART TWO NORTH LIBERTY, IOWA**

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

**WHEREAS**, the owners and developers, DERS 380 LLC and Moyna North LLC, have filed with the City Clerk a final plat for the property described in Exhibit A, which is attached hereto and made a part hereof;

**WHEREAS**, said real estate is owned by the above-named parties and the subdivision is being made with the free consent and in accordance with the desires of the owners;

**WHEREAS**, said final plat is found to conform with Chapter 354 of the Code of Iowa and ordinances of the City of North Liberty;

**WHEREAS**, the requirements for property improvements have been installed in accordance with the design standards and Municipal Code requirements of the City of North Liberty except for those included in the Surety Agreement and Addenda to Irrevocable Letters of Credit.

**NOW, THEREFORE, BE IT RESOLVED** that the final plat of The Evermore Part Two, as shown on the final plat, and that Property Improvements, except for sidewalks and those items included in the Surety Agreement and Addenda to Irrevocable Letters of Credit, are hereby approved and accepted.

**BE IT FURTHER RESOLVED** that all parcels shown on said plat to be dedicated to the City of North Liberty are hereby accepted.

**APPROVED AND ADOPTED** this 24th day of January, 2023.

CITY OF NORTH LIBERTY:

---

CHRIS HOFFMAN, 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



# **Forvis Agreement**

# FORVIS

Nonprofit

# Why Choose FORVIS

## The FORVIS Value

Your choice of an advisor is important. Beyond completing your requested services on time, you should expect access to necessary technology and nonprofit resources so you can be decisive on matters that may affect your bottom line. While FORVIS is a new name in the marketplace, we bring an established history of performance helping similar clients see improvements to operations, processes, and financial outcomes. With a perspective you can continue to trust from FORVIS, you can be confident you are connected to the tools and services you need to thrive and receiving significant value through year-round thought leadership, best practice recommendations, and proactive ideas.

In addition, as evidenced by our recognition in the **INSIDE Public Accounting** 2022 IPA Best of the Best list, FORVIS offers value through a strong, reputable network of support and resources. Our national coverage benefits our clients, our people, and the market of the future as we focus on our commitment to deliver **Unmatched Client Experiences™**.



## The FORVIS Difference

Being a top 10 public accounting firm matters, but what sets us apart is our commitment to client service and a forward-thinking mindset focused on innovation. We prioritize investing in new technologies to help clients navigate nonprofit developments, and we foster a dynamic culture of leadership and professional development. This means you can work with an industry-focused team driven by our forward vision to help you succeed today while helping you prepare for the future.

Here's what sets us apart:

- FORVIS proudly encourages and promotes diversity and an inclusive workplace. With innovative strategies for recruiting, as well as an ongoing focus on the development and implementation of internal inclusion programs, we are committed to identifying opportunities that help each individual to thrive.
- With the urgency of changing environmental, social, and governance (ESG) requirements and the expectation your organization is prepared for what comes next, our experienced advisors are ready to offer the insights and education you may need to enhance and inform your ESG strategy. Start with our ESG and climate risk **FORsights™** at [forvis.com/forsights](https://forvis.com/forsights).
- With a forward vision that drives our Unmatched Client Experience, FORVIS is driven by a commitment to anticipate what's ahead so that our clients are ready to thrive when it arrives.



I have worked with BKD for approximately fifteen years at two different not-for-profits. Over that time, I have worked with two different BKD offices, and I have always found the advisors to be candid and frank.

Bob Broderick  
Chief Financial Officer  
Kiwanis International  
Indianapolis, Indiana  
*BKD Legacy Client*

# Service Team & Experience

---

We take team selection seriously and have the appropriate team of advisors to meet your needs. Previous experience is a primary determinant for assigning professionals to your engagement, and we have assigned individuals who are experienced in providing nonprofit advisory services to your engagement.

## Team Biographies & Experience



**Steven W. Sauer, CPA**  
Managing Director & Engagement Lead

719.471.4290  
steve.sauer@forvis.com

---

Steve is a member of FORVIS' National Nonprofit Practice. For more than 15 years, he has served a variety of domestic and international nonprofits and municipalities. He leads Colorado's nonprofit attestation group and Colorado's nonprofit advisory group, which includes services such as outsourced chief financial officer and controller engagements, grants management, internal control and operational assessments, peer-to-peer benchmarking, best practice reviews, software selection, and on-demand training/educational/governance resources.

He is a frequent presenter, trainer, and panelist for nonprofit industry groups, including the Colorado Nonprofit Association, Utah Nonprofits Association, and Colorado Society of CPAs (COCPA). Steve is a regular author and instructor for FORVIS' nationally acclaimed **FORsights™** as well as the firm's annual nonprofit sector seminar. He has served on a variety of internal office inspections as well as firmwide task forces to research and implement significant standards changes, including FASB's Revenue from Contracts with Customers and Presentation of Financial Statements of Nonprofit Entities and the AICPA's Group Audit standards.

Steve is a member of the American Institute of CPAs and COCPA. He currently serves as treasurer for Village Seven Presbyterian Church and for Disabling Barriers (a Colorado Springs grant-making foundation) and member of the COCPA's nonprofit industry advisory team. Steve is a 2013 graduate of the Leadership Pikes Peak Leadership NOW! program, which is designed to train participants in leadership and civic-minded skills.

He is a 2007 *magna cum laude* graduate of University of Northern Colorado, Greeley, with a B.S. degree in business administration with an emphasis in accounting.



**David (Stedman) S. Lowry, CPA**  
Senior Consultant & Service Lead

303.837.2283  
stedman.lowry@forvis.com

---

Stedman is a member of FORVIS' National Nonprofit Practice. For the last three years, he has served a variety of nonprofit organizations in several different capacities, including in-house as an accountant, as an auditor and preparer of Form 990s at a public accounting firm, and now as a consultant on the Nonprofit Practice team.

He assists clients in many ways, including outsourced chief financial officer and controller type engagements, grants management, peer-to-peer benchmarking, audit and Single Audit preparation, and best practice recommendations. He helps with various assessments, including internal control, operational, financial, and policies and procedures. He also possesses expertise in several different accounting systems including Sage 100, Microsoft Dynamics, QuickBooks, and MIP, and assists clients with various technical issues with their systems.

Stedman is a member of the American Institute of CPAs and COCPA.

He is a 2018 graduate of Hillsdale College, Michigan, with a B.S. degree in accounting.



**Evan T. Sheehan**  
Senior Consultant & Service Support

720.279.5667  
evan.sheehan@forvis.com

---

Evan is a member of the Nonprofit Practice. For more than five years, he has provided accounting services to a variety of local municipalities and nonprofits. Evan now passionately serves his clients over a range of financial, accounting, and compliance consulting projects.

He has accumulated experiences not only as an outsourced accountant, but also working within the industry serving one of Denver's largest and longest-standing nonprofit organizations. He possesses noteworthy skills in accounting information system implementation, utilization, policy, and training, in addition to various aspects of the accounting, auditing, and budgeting cycles.

Evan is a member of the American Institute of CPAs and COCPA. He is also a member of the Young Nonprofit Professionals Network, formerly serving as treasurer and executive committee board member for more than two years.

He is a 2017 graduate of Metropolitan State University of Denver, Colorado, with a B.S. degree in accounting, and a current accounting master's degree student at Regis University, Denver, Colorado.

# About FORVIS

# FORVIS

## An Enhanced Professional Services Firm

What's going to happen tomorrow? You can't predict the future, but you can prepare for it. To thrive in an environment that moves faster every day, business leaders must be able to look ahead and be ready for what comes next.

That's where **FORVIS** can help. Driven by the desire to anticipate what's next in the economic landscape, our goal is to help our clients be ready when the future becomes the present. We're committed to using our exceptional vision to provide each of our clients with an **Unmatched Client Experience™** that drives business forward.

FORVIS was created by the merger of equals between BKD and DHG. We aim to carry on our respective legacies of high-touch personal service delivered with remarkable integrity, care, and innovation—all now backed by the resources of a top 10 U.S. public accounting firm.



With national coverage and international presence, we're stronger: for our clients, our people, and the market of the future.



### Forward Vision Drives Our Unmatched Client Experiences

As a FORVIS client, you will benefit from a single organization with the enhanced capabilities of an expanded national platform, deepened industry experience, greater resources, and innovative advisory services. Our aim is to provide assurance, tax, and advisory services that help clients succeed today while preparing them to forge ahead into a clear future.

Our eye on the future isn't exclusively directed toward our clients. We want our people—at every level, in every office—to be motivated by engaging career paths that challenge and inspire them to grow personally and professionally. Our partners and staff are the foundation of the firm, and when they have the opportunity to flourish, the result is Unmatched Client Experiences.

We are FORVIS—driven by a commitment to anticipating what's ahead so our clients are ready to thrive when it arrives.



**Tom Watson**  
Chief Executive Officer

**8th**

Largest U.S. Firm\*

**530+**

Partners & Principals

**28**

States + U.K. & Cayman Islands\*\*

**10+**

Industries

**5,700+**

Team Members

**72**

Markets



FORVIS is a member of Praxity™, an international alliance of independent accounting firms that offers multinational clients access to resources around the world.  
\* FORVIS was ranked number eight on Inside Public Accounting's 2022 annual ranking of accounting firms by revenue.  
\*\* Services outside the United States are provided through our subsidiaries and/or affiliates.

FORVIS

FORVIS is a trademark of FORVIS, LLP, registration of which is pending with the U.S. Patent and Trademark Office

# FORVIS



# FORVIS

111 S. Tejon Street, Suite 800 / Colorado Springs, CO 80903

P 719.471.4290 / F 719.632.8087

[forvis.com](http://forvis.com)

January 20, 2023

City of North Liberty  
P.O. Box 77  
North Liberty, Iowa 52317

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Statements of Work
- Terms and Conditions Addendum

## Master Services Agreement

This Master Services Agreement (the "Agreement" or "contract") is designed to provide a framework for the working relationship between FORVIS, LLP ("FORVIS") and City of North Liberty ("Client"). Specifics regarding the scope and pricing of our services will be provided in statements of work ("Statements of Work"). Each Statement of Work and the services to be provided hereunder are referred to as "the Work." Services that the Client may request will be defined in detail in a Statement of Work. Upon execution, the Statement of Work A-1 shall serve as the first Statement of Work entered into pursuant to this Agreement, and each additional Statement of Work entered into pursuant to this Agreement will be indexed as A-2, A-3, etc., and will be considered addenda to this Agreement. All Statements of Work are subject to the terms of this Agreement unless otherwise specified in a given Statement of Work.

The Client agrees to provide written approval of Statement(s) of Work and workplan(s) prior to FORVIS proceeding to deliver the Work. Delays in approval could result in delays in the provision of services provided in connection with the Work and, in turn, project delays. We shall not be authorized to perform any services for the Client unless, and until, a written Statement of Work has been agreed on and signed by both parties. The Client authorizes Mr. Ryan Heiar, City Administrator to approve/sign Statements of Work.

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.

## Engagement Fees

Fees for our services are based primarily on the complexity of the Work undertaken and the amount of time required to perform it. Based on our understanding of the Client's needs and its past experience, we will estimate the time and level of expertise required for each Statement of Work in order to arrive at fee estimates. All fees will be quoted and billed in U.S. dollars.

Fee estimates contained in Statement of Work(s) are based upon anticipated cooperation from the Client's personnel, including the Client's fulfillment of the responsibilities outlined in the section of this Agreement entitled "Scope of Services."

Efforts required to complete certain elements of the Work can vary widely due to the nature of the task, the skill level required and the availability of Client resources. Our involvement will be limited to the time defined in a Statement of Work. If, during the course of the Work, additional time is required by us to complete the Work due to changes in or addition to the scope of the Work, we will notify the Client and issue an additional Statement of Work to cover the additional time. The Client agrees to review and approve such additional Statements of Work if the Client desires us to provide the additional service. Delays in the Client's approval may result in significant project delays.

In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

This Agreement will be in force for a term of five (5) years from the date of the Agreement or six (6) months following the completion of work under an agreed-upon Statement of Work pursuant to this Agreement, whichever is longer. Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date.

## Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

**FORVIS,LLP**

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, Statements of Work, and Terms and Conditions Addendum**, on behalf of City of North Liberty.

BY \_\_\_\_\_  
Ryan Heiar, City Administrator

DATE \_\_\_\_\_

## Scope of Services

We will provide services as detailed in the Statements of Work issued to you.

The Work will not include our opinion with respect to the effectiveness of your internal controls or the degree of compliance with policies and procedures or applicable laws and/or regulations.

The Work may be performed on a test basis and cannot be relied upon to detect all errors, financial statement misstatements (including those caused by fraud or error), violations of laws, regulations, or company policy. However, we will inform you of any such matters, if material, that come to our attention. Management is responsible for notifying us of changes in policies and procedures that may affect or necessitate a re-evaluation of compliance. In addition, management is responsible for advising us of any adverse communications with its regulators or other third parties, including its legal counsel, which may affect compliance with policies, procedures, laws or regulations.

We will perform the Work to selected records and transactions of your business. These procedures are set forth in the Statement of Work, which is incorporated as part of this Agreement. Management has sole responsibility for the sufficiency of the procedures. We make no representation regarding the sufficiency of the work performed. In addition, procedures are not designed to discover defalcations or other irregularities should any exist.

Communications from us, including deliverables, are solely for the use of the Client. Such communications are not intended to be, and should not be, referred to, distributed, or relied upon by anyone else. We will not update any communications or disclose any event or circumstance after the date of communication.

The following apply for these services:

### **Our Responsibilities**

We will not make management decisions, perform management responsibilities or obligations, or manage the operations of the business, the responsibility for which remains with management and the Board of Directors. We will also not act or appear to act in a capacity equivalent to that of a member of your management or an employee.

We will use and rely on information furnished by you, your employees, and representatives and may use and rely on information available from generally recognized public sources. We are not responsible for the accuracy and completeness of the information and are not responsible to investigate or verify it.

We will not be representing you during compliance-related discussions with regulatory agencies.

### **Limitations & Fraud**

Our Work is not designed to prevent or discover all errors, misrepresentations, fraud, or illegal acts, and you agree that we have no such responsibility.

You accept that procedures under Statements of Work are not a substitute for management's responsibility to ensure controls are in place to prevent and detect theft and all other forms of fraud and illegal acts. Therefore, you agree we are not responsible for the cost of damages or any liability arising from errors or irregularities, fraud, defalcations, or any other form of noncompliance or theft caused by current or former employees, directors, owners, or third parties.

Because of the limits in any internal control structure, errors, fraud, illegal acts, or instances of noncompliance may occur and not be detected.

Our work does not include any services not specifically outlined in this Agreement and subsequent Statements of Work.

**Opinion**

We have not been engaged to perform an audit, an examination of internal controls, or other attestation or review services, and will not otherwise verify the information we obtain. Accordingly, we will not express an opinion or any other form of assurance on any financial or other information, or operating and internal controls of the Client.

**Your Responsibilities**

Management acknowledges and understands their responsibility for the following:

- Providing us with accurate and complete information necessary to complete the engagement
- Ensuring your staff and stakeholders are available to assist us in performing our services, including but not limited to interviews and information requests, providing feedback, and reviewing on a timely basis
- Providing us access to appropriate systems considered necessary to complete the engagement
- Establishing and maintaining its internal controls
- Notifying us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as accountants to review information contained in electronic sites

**Supplementary Spreadsheets**

During the course of our work, we may provide you with spreadsheet models designed using Microsoft Excel. With regard to the use of these models, you agree:

- The model is for your exclusive use and may not be copied or modified for use by any other party without the permission of FORVIS
- There are no warranties or support agreements pertaining to the models. You agree to assume responsibility for the appropriateness of the spreadsheet design and any existing assumptions related to input. You understand that errors may occur due to unknown programming errors (bugs), intentional or unintentional modifications to the model, operator error, data inaccuracy or use other than as intended. We are not responsible for model malfunction resulting from these or other errors
- Not to remove, delete, or obscure any trademarks or any copyright notices provided on or with the models, including any copy thereof

## FORVIS, LLP Terms and Conditions Addendum

### GENERAL

1. **Overview.** This addendum describes **FORVIS LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

### BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

### DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** You agree to indemnify, defend, and hold harmless FORVIS and any of its partners, principals, shareholders, officers, directors, members, employees, agents, or assigns with respect to any and all claims arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, except to the extent caused by the intentional or willful misconduct of FORVIS. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

In addition, You acknowledge and agree that any advice, recommendations, information, or work product provided to You in connection with this engagement is based in part upon the accuracy of Your factual representations to FORVIS and is not intended to be relied upon by any other parties. You agree to indemnify, defend, and hold FORVIS harmless from and against any and all liability for loss and damage including, direct, indirect, consequential, incidental, and special damages such as loss of revenue and anticipated profits ("Damages") arising under or by virtue of (i) material factual misrepresentations or omissions to FORVIS by You or Your agents, and (ii) claim or demand of any third party to the extent resulting from that party's use or possession of or reliance upon FORVIS' advice, recommendations, information, or work product (collectively "Work Product") as a direct or indirect result of Your use or disclosure of such Work Product, except as such use, possession, or reliance is specifically authorized by FORVIS in writing or otherwise authorized by applicable law.

Unless specifically authorized by FORVIS in writing or as authorized by applicable law, You agree that You will not provide any third party with Our Work Product for their use or reliance.

7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1)

year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities

may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

## **RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION**

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, *i.e.*, FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.
19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your

personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

## REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
21. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.

## TECHNOLOGY

22. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including, if applicable, any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
23. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
24. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be

transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

## OTHER MATTERS

25. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
26. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
27. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
28. **Hiring of FORVIS Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to FORVIS personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after FORVIS stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.

29. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
30. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
31. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
32. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.





111 S. Tejon Street, Suite 800 / Colorado Springs, CO 80903

P 719.471.4290 / F 719.632.8087

[forvis.com](http://forvis.com)

## STATEMENT OF WORK A-1

January 20, 2023

Mr. Ryan Heiar, City Administrator  
City of North Liberty  
P.O. Box 77  
North Liberty, Iowa 68128

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

This Statement of Work (or "contract") is made pursuant to a Master Services Agreement (the "Agreement") dated January 20, 2023, by and between City of North Liberty ("Client") and FORVIS, LLP ("FORVIS"). This Statement of Work shall pertain to Work performed by FORVIS for Client.

### Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Bank Reconciliation Preparation Services

### Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services and will be billed at the following rates:

<b>Senior Associate</b>	<b>\$215 per hour</b>
<b>Managing Director</b>	<b>\$450 per hour</b>

Our fees will be billed up to a not-to-exceed (NTE) of \$25,000. If additional services are required, in excess of the NTE, subsequent statements of work will be issued.

In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

The above fees and related travel time and administrative fees will be billed and are due on the same terms as those in the Agreement. We will bill monthly for services rendered.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

**Contract Agreement**

The term of the Work provided under this Statement of Work shall commence on the date of this contract and shall expire on completion of the deliverables.

This Statement of Work serves as an addendum to the Agreement and serves to clarify FORVIS' understanding of the Work desired by Client, but does not modify any other rights, restrictions, or agreements contained in the Agreement.

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

**FORVIS,LLP**

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and the original Agreement, on behalf of City of North Liberty.

BY \_\_\_\_\_  
Ryan Heiar, City Administrator

DATE \_\_\_\_\_

## Scope of Services

The following apply for all services:

<b>Limitations &amp; Fraud</b>	Our work does not include any services not specifically outlined in this Statement of Work.
<b>No Financial Statement Services</b>	This engagement is not intended to be an audit, review, compilation, or preparation of financial statements in accordance with standards issued by the American Institute of Certified Public Accountants. Accordingly, our firm name should not be associated with your internal financial statements.
<b>Value-Added Services</b>	At your request, other value-added services can be provided and related fees will be separately quoted.
<b>Third-Party Submissions</b>	Our engagement will not include the submission of documentation to any third parties. We will not make this or any other submission unless we are separately engaged to do so. You understand that the timely submission of this information is your responsibility.

## **Bank Reconciliation Preparation Services**

We will prepare certain bank reconciliations, as directed and supervised by you, to assist you in maintaining your internal financial reporting processes. You agree to review and take full responsibility for the workpapers prepared and for the content that is presented within. We will not perform any attest procedures on the workpapers prepared, nor will we express any opinion on them.

The following apply for the outsourced accounting services described above:

### **Limitations & Fraud**

This engagement is not designed to prevent or discover errors, misrepresentations, fraud, or illegal acts, and you agree we have no such responsibility.

Because of the limits in any internal control structure, errors, fraud, illegal acts, or instances of noncompliance may occur and not be detected.

### **Your Responsibilities**

You retain responsibility for performing management responsibilities and making management decisions and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. Accordingly, we will routinely submit to you journal entries, listings of transactions or other entries or changes for your approval. You should review these items and contact us regarding any questions or changes that you wish to be made. If you approve of these entries, no response is necessary.

**Resolution No. 2023-09**

**RESOLUTION APPROVING THE MASTER SERVICES AGREEMENT AND STATEMENT OF WORK A-1 BETWEEN THE CITY OF NORTH LIBERTY AND FORVIS, LLP FOR ACCOUNTING SERVICES**

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

**WHEREAS**, the implementation of New World ERP caused conflicting data in the migration; and

**WHEREAS**, the city's cash and bank reconciliations have been unable to be completed due to the migration; and

**WHEREAS**, the City's FY 22 audit identified the lack of reconciliations as an issue, and

**WHEREAS**, the City's auditing firm, BerganKDV, recommended the use of FORVIS, LLP for the reconciliation process; and

**WHEREAS**, FORVIS has presented a proposal for services relating to this project.

**NOW, THEREFORE, BE IT RESOLVED** that the agreement presented by FORVIS, LLP is approved for the Master Services Agreement and Statement of Work A-1 at a not to exceed amount of \$25,000 plus costs of expenses is hereby approved as set forth therein.

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

**APPROVED AND ADOPTED** this 24th day of January, 2023.

CITY OF NORTH LIBERTY:

---

CHRIS HOFFMAN, 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



# **Physician's Building Group Zoning Amendment**



To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **December 30, 2022**  
 Re **Request of Physicians Building Group, LLC for a zoning map amendment (rezoning) on approximately 33.48 acres from O/RP Office and Research Park District to C-3 Higher Intensity Commercial District. The property is located on the west side of South Kansas Avenue approximately .23 miles north of West Forevergreen Road.**

---

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

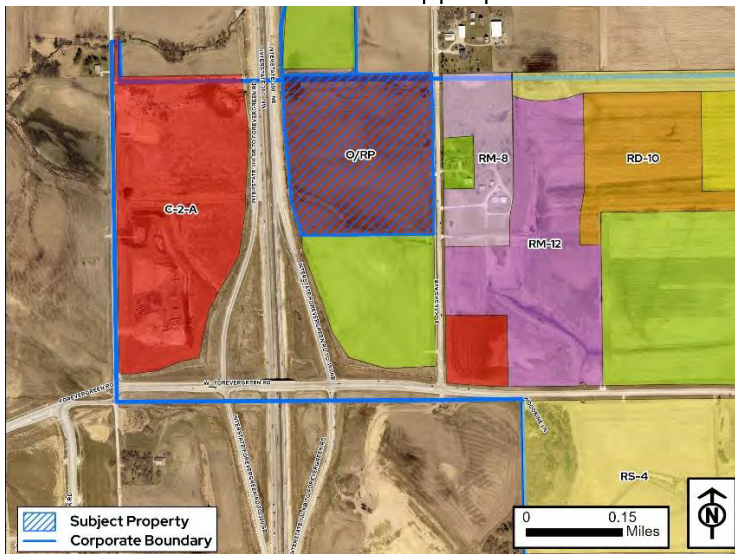
- Ryan Heiar, City Administrator
- Tracey Mulcahey, Assistant City Administrator
- Grant Lientz, City Attorney
- Tom Palmer, City Building Official
- Kevin Trom, City Engineer
- Ryan Rusnak, Planning Director

**1. Request Summary:**

Steindler Orthopedic Clinic still intends to construct its medical facility in this location. However, the C-3 District would allow for greater flexibility with respect to lot sizes and commercial uses.

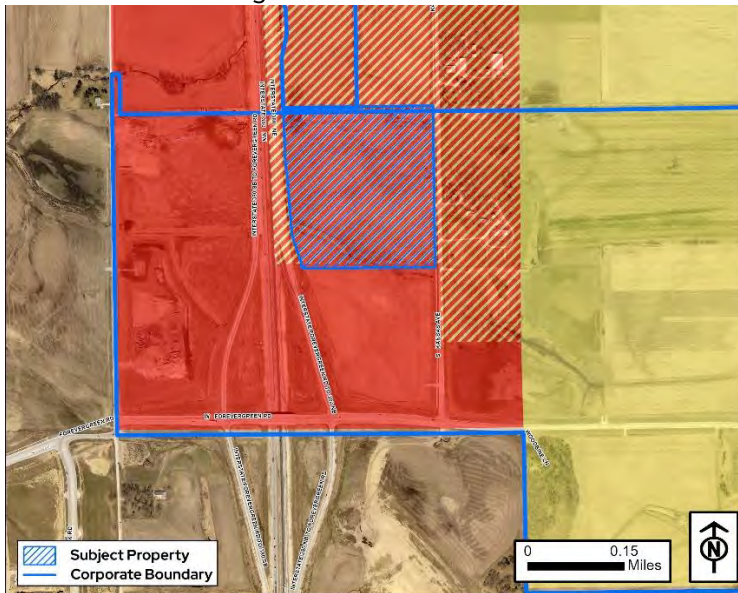
**2. Proposed Zoning:**

C-3 Higher-Intensity Commercial District.  
 The C-3 District is intended to accommodate higher-intensity commercial development that serves both local and regional markets. The C-3 District addresses medium and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.



### 3. Consistency with Comprehensive Plan:

Land Use Plan designation: Commercial.



The highest densities of more locally-oriented commercial uses are generally planned along Penn Street and along Highway 965. Interstate-related large scale office and mixed-use developments are planned for the Kansas Avenue corridor, especially between Kansas and I-380 and near the planned Forevergreen Road interchange. High visibility from the I-380 corridor presents an excellent opportunity to introduce high-quality office and commercial uses in this “front door” area that may serve both the external demand associated with the I-380 proximity and access and the internal demand generated by substantial recent and planned residential development in the area.

#### Relevant Comprehensive Plan Policies Related to Land Use:

- Establish and maintain an advantageous property tax situation and pursue a strengthened and sound tax base through a diversification of land uses, including commercial and industrial development, as well as a variety of residential options.
- Support high density and medium density housing in close proximity to commercial and service centers to provide intensity-of-use buffers for low density residential uses.
- Concentrate higher density, apartment-type housing in proximity to areas that offer a wide range of existing supportive services, commercial and recreational facilities.

### 4. Public Input:

Good neighbor meetings were held on December 22, 2022. One person outside of City staff and the applicant attended the virtual meeting and just had general questions. There are no formal objection to the request.



## 5. Analysis of the Request

Section 165.09 of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

D. Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

(1) Map Amendments.

(a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

*It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan and adopted land use policies.*

(b) The compatibility with the zoning of nearby property.

*It is staff's opinion that the proposed zonings would be compatible with the area.*

(c) The compatibility with established neighborhood character.

*It is staff's opinion that the proposed zonings would be compatible with established neighborhood character.*

(d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

*It is staff's opinion that the proposed zonings would promote the public health, safety, and welfare of the City.*

(e) The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

*Office research parks have been a declining trend, which has been exasperated by Covid-19. Staff envisions the O-RP zoning being deleted as a zoning district and being replaced with other relevant zoning districts.*

(f) The extent to which the proposed amendment creates nonconformities.

*This is not applicable.*

(e) The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

*This is not applicable. The City expects this property to be redeveloped.*

(f) The extent to which the proposed amendment creates nonconformities.

*This is not applicable.*

**6. Additional Considerations:**

The subject property is located adjacent to North Kansas Avenue, which is a minor arterial road. This is an appropriate location for a higher-intensity commercial district.

Please recall that the C-3 District was re-written during the large Zoning Code amendment.

<b>Table 168.03 Dimensional Standards</b> SF = Square Foot, ' = Feet	
	<b>C-3</b>
<b>Bulk</b>	
Minimum Lot Area	20,000 SF
Minimum Frontage	35
Minimum Lot Width	35'
Maximum Building Height	75'
<b>Setbacks</b>	
Minimum Required Front Yard	25'
Minimum Required Corner Side Yard	25'
Minimum Required Side Yard	10', unless abutting a residential district then 20'
Minimum Required Rear Yard	10' unless abutting a residential district then 25'

**7. Staff Recommendation:**

**Finding:**

1. The rezoning request from O-RP Office and Research Park to C-3 Higher-Intensity Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

**Recommendation:**

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment (rezoning) from O-RP Office and Research Park District to C-3 Higher-Intensity Commercial District on approximately 33.48 acres to the City Council with a recommendation for approval.

Suggested motion:

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

## Ryan Rusnak

---

**From:** BEV SEELMAN <bev-jim-mba@msn.com>  
**Sent:** Tuesday, January 03, 2023 1:37 PM  
**To:** Ryan Rusnak  
**Subject:** Re: [External] Re: Good Neighbor Meeting

**WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.**

---

Ryan:

Sorry to have missed the Zoom meeting on this project. It was horrible timing right before Christmas and the weather.

I still have the same concerns as before, but now there will be increased noise from ambulances, almost 24/7 traffic to the medical center, lighting issues, barrier between us - a berm around the project with trees or something to filter light, sounds, etc. The list can go on and on. Where will the driveway be - would hope that the drive is not where car lights will shine into the house, etc. Many same questions as when the original first Zoom meeting took place. Not happy at all with more parcels instead of one parcel. There are many unknowns and we would like to be more involved in seeing before building what is going on to make comments and suggestions.

Regarding the Marks property South of us - we are amazed at the amount of dirt that has been built up around this property, more specifically, just South of us. How is the build up not going to cause water to back up onto us? They have raised the ground a minimum of 4' all along the "temporary" fire lane and everywhere else on this property. This cannot continue to happen the closer they get to our property as it will cause water to be backed up and flood our property. The infinitely small basin they built along the Colony property will no way handle all the water they propose to divert from our property. We need to be involved in what is happening closer to our property - we don't want to have to continually sue just to keep our property rights.

Hope you had a Merry Christmas and a Happy New Year!

Bev

---

**From:** Ryan Rusnak <rrusnak@northlibertyiowa.org>  
**Sent:** Monday, December 19, 2022 9:17 AM  
**To:** BEV SEELMAN <bev-jim-mba@msn.com>  
**Subject:** RE: [External] Re: Good Neighbor Meeting

The concept I have seen shows a private road down the middle. They want to have Steindler on one parcel and have two parcels on Kansas under separate ownership. Since the C-3 allows for smaller lot width, the road could be part of their lot and they could meet the frontage requirements.



**RYAN "RUS" RUSNAK**  
**PLANNING DIRECTOR**  
(319) 626-5747 office

*Messages to and from this account are subject to public disclosure unless otherwise provided by law.*

---

**From:** BEV SEELMAN <bev-jim-mba@msn.com>  
**Sent:** Friday, December 16, 2022 6:31 PM  
**To:** Ryan Rusnak <rrusnak@northlibertyiowa.org>  
**Subject:** [External] Re: Good Neighbor Meeting

**WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.**

Thanks for sending. I may join the meeting. I received our notice yesterday.

What changed that now C-3 is an option?

Bev

On Dec 16, 2022 1:53 PM, Ryan Rusnak <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)> wrote:

I mailed a notice to you, but figure I would email as well to provide some additional background.

This is for the future Steindler Orthopedic. Nothing is really changing about the proposed development. They like the smaller lot size requirement in C-3, which will facilitate how lots are split out. C-3 was not an option when they first rezoned.

<https://northlibertyiowa.org/2022/12/14/good-neighbor-meeting-west-side-of-south-kansas-north-of-west-forevergreen-road/>

You are certainly welcome to join the online meeting, but I don't think there will be much new information to share.

Happy holidays.

**RYAN "RUS" RUSNAK**



**PLANNING DIRECTOR**

(319) 626-5747 office

*Messages to and from this account are subject to public disclosure unless otherwise provided by law.*

**Ordinance No. 2023-01**

**AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM O/RP OFFICE AND RESEARCH PARK DISTRICT TO C-3 HIGHER INTENSITY COMMERCIAL DISTRICT**

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

**SECTION 1. AMENDMENT.** The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 33.48 acres, more or less, as C-3 Higher Intensity Commercial District for property particularly described as follows:

That portion of the northeast quarter of the northeast quarter of Section 22, Township 80 North, Range 7 West of the 5th P.M. lying north and east of the parcel conveyed for highway right of way by deed recorded in Book 339, Page 344, Deed Records of Johnson County, Iowa. The property is also known as Johnson County, Iowa Parcel Number: 0622101003. Said property contains 33.48 acres, more or less;

**SECTION 2. CONDITIONS IMPOSED.** At the January 3, 2023, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval 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:**

---

CHRIS HOFFMAN, 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. 2023-01 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2023.

---

TRACEY MULCAHEY, CITY CLERK





# **Zoning Ordinance Amendment**



January 3, 2023

Chris Hoffman, 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 the City of North liberty, Iowa Code of Ordinances, by amending Chapter 165, Zoning Code – Administrative regarding extension of public utilities and moratorium, Chapter 173, Zoning Code – Sign Regulations regarding signs in residential zones and Chapter 180 – Subdivision Ordinance regarding subdivision plat preparation, review and submittal process requirements.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its January 3, 2023 meeting. The Planning Commission took the following action:

**Finding:**

The proposed Ordinance would implement desired practices and adapt to changing land use trends.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the Ordinance amendment to the City Council with a recommendation for approval.

The vote for approval was 6-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **December 30, 2022**  
Re **Request of the City of North Liberty for an Ordinance amending the City of North Liberty, Iowa Code of Ordinances, by amending Chapter 165, Zoning Code – Administrative regarding extension of public utilities and moratorium, Chapter 173, Zoning Code – Sign Regulations regarding signs in residential zones and Chapter 180 - Subdivision Ordinance regarding subdivision plat preparation, review and submittal process requirements.**

---

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

**1. Request Summary:**

- Removes some procedural requirements articulated in the Subdivision Ordinance, which should be policy. Additionally, removes the phrase “performance bond” from the section of the Subdivision Ordinance pertaining to options for constructing improvements. The change would mean the City may allow for a performance bond, it just isn’t compelled to accept it as a financial instrument in lieu of constructing improvements.
- Clarifies that right-of-way may need to be dedicated during the site plan review process. Additionally, it changes that multi-family in areas designated Commercial on the North Liberty Comprehensive Plan 2014 Land Use Map are not subject to the moratorium for submitting preliminary site plans.
- Increases the amount of sign area from 25 to 50 square feet for freestanding monument signs.

**2. Public Input:**

No public input has been received.

**3. Staff Recommendation:**

**Finding:**

1. The proposed Ordinance would implement desired practices and adapt to changing land use trends.

**Recommendation:**

Staff recommends the Planning Commission accept the listed finding and forward the Ordinance amendment to the City Council with a recommendation for approval.

**Suggested Motion:**

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 180: SUBDIVISION ORDINANCE,  
CHAPTER 165: ZONING CODE - ADMINISTRATIVE, AND CHAPTER 173:  
ZONING CODE - SIGN REGULATIONS, OF THE MUNICIPAL CODE OF  
THE CITY OF NORTH LIBERTY, IOWA**

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

**SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE.** That Paragraph 5 of Section 180.11 of the North Liberty Code of Ordinances, entitled Subdivision Plat Preparation, Review and Submittal Process Requirements, is amended to read as follows:

5. Review and Approval Procedure. The City process for preliminary plat review and approval is generally as follows:
  - A. Submittal of a proposed preliminary plat is made to the City Clerk ~~by noon of the first working day of the month~~, and copies are distributed to the staff review team.
  - B. ~~Near the middle of the month, t~~he staff review team meets to ~~discuss cases, and review preliminary plat submissions and sends~~ a preliminary memorandum ~~is prepared and forwarded~~ to the contact person applicant. The preliminary memorandum outlines deficiencies in the plat, recommendations for improving the plat, and a due date for resubmission of the corrected or modified plat, if necessary. The review memorandum may also identify the need for additional studies to be completed by the applicant, including but not limited to traffic impact studies and utility investigations.
  - C. ~~Near the end of the month, t~~he plat is resubmitted with corrections and changes, and the process outlined in paragraph B is repeated as necessary. If Once ordinance and regulatory provisions are met, the plat is placed on the next Planning Commission agenda, subject to statutory requirements for publication of notice.
  - D. The Planning Commission receives the plat, along with a final staff report containing any recommendations, and makes a formal recommendation to City Council for approval, approval with conditions, or denial. The Planning Commission may also table action on a preliminary plat if the Commission feels additional information is needed to make a recommendation.

- E. City Council receives the plat, along with the final staff report and recommendation from the Planning Commission, and formally acts by resolution on the plat to approve, approve with conditions, or deny. The City Council may also table action on a preliminary plat if the Council feels additional information is needed to reach a decision. If a Preliminary Plat Agreement has been prepared, the City Council also acts to approve the agreement.

**SECTION 2. AMENDMENT OF SUBDIVISION ORDINANCE.** That Paragraph 8(A) of Section 180.11 of the North Liberty Code of Ordinances, entitled Subdivision Plat Preparation, Review and Submittal Process Requirements, is amended to read as follows:

- A. Options for Improvements. Installation or provisions for the installation of public infrastructure such as streets, street lights, and sanitary sewer and water mains are to be completed prior to acceptance of any final plat. Improvements may be provided for in one of the following two means by an owner:
  - (1) Construction of all improvements and installations in the subdivision as approved by the City Engineer, or construction of all improvements and installations in the subdivision as approved by the City Engineer with the exception of sidewalks. In the latter case, the owner shall execute an agreement as a covenant running with the land providing that the sidewalks shall be installed in accordance with the developer's agreement, and in the event that installation has not been made, that the owner waives all statutory requirements of notice of time and place and hearing, waives statutory protections and limitations as to cost and assessment, and agrees that the City may install the sidewalks and assess the costs thereof against the real estate; or
  - (2) A letter of credit, escrow, ~~performance bond~~, or other financial instrument in a form approved by the City, filed with the City Clerk that guarantees to the City that the improvements, as approved by the City Engineer, will be completed by the subdivider or property owner within two years after official acceptance of the final plat. The form and type of instrument shall be approved by the City Attorney and City Council, and shall be equal to 110% of the amount of the estimated costs. If the improvements are not complete within the specified time, the City may use the instrument or any necessary portion thereof to complete the improvements.

**SECTION 3. AMENDMENT OF ZONING ORDINANCE.** That Paragraph 3(D) of Section 165.05 of the North Liberty Code of Ordinances, entitled Extension of Public Utilities, is amended to read as follows:

- D. Extension of public utilities, dedication of right-of-way. The petitioner may, as a condition of the construction site plan approval, be required to install public utilities, including (but not limited to) water lines, storm sewer, sanitary sewer, street paving, fire hydrants, and such other utilities as applicable to properly serve the proposed development, and to dedicate right-of-way to accommodate motorized and nonmotorized transportation, parking, and utility requirements. Where required as a condition of a construction site plan approval, utilities shall be constructed in accordance with construction standards as established by resolution of the City Council for those portions within the public right-of-way and to be dedicated to the City, and may be required to be constructed to the same specifications for those undedicated portions where said utilities may have a direct effect on the future safety, proper functioning, and maintenance of those portions to be dedicated.

**SECTION 4. AMENDMENT OF ZONING ORDINANCE.** That Paragraph 1 of Section 165.10 of the North Liberty Code of Ordinances, entitled Moratorium, is amended to read as follows:

- 1. The Code Official shall utilize the following for determination of current zoning designation conformity.
  - A. North Liberty Comprehensive Plan 2014 Land Use Map.

Land Use	Zoning District
Residential	ID, RS-3, RS-4, RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH
Commercial	<u>RM-8, RM-12, RM-21</u> , C-1-A, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial with Residential	RM-8, RM-12, RM-21, C-1-A, C-1-B, C-2-A, C-2-B, C-3, O-RP
Industrial	I-1, I-2, I-P
Public	P
Parks and Recreation	P

B. Proposed Future Land Use Map

Land Use	Zoning District
Urban Low Intensity	RS-3, RS-4, RS-6
Urban Medium Intensity	RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH, C-1-A
Urban High Intensity	RD-10, RM-12, RM-21, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial/Industrial/Flex	I-1
Public and Semi-Public	P
Parks and Open Space	P

**SECTION 5. AMENDMENT OF ZONING ORDINANCE.** That Section 173.06 of the North Liberty Code of Ordinances, entitled Signs in Residential Zones, is amended to read as follows:

1. Neighborhood or Development Signs. Residential developments or neighborhoods of four or more dwelling units shall be permitted one freestanding monument sign for each public street frontage or each entrance. Such signs may be placed in any location on private property provided the sign complies with the same height limitations specified for fences. Maximum sign area for each sign shall be two square feet, plus one square foot for each dwelling unit or lot, but shall not exceed 2550 square feet in area per sign face.
2. Non-residential Uses. Each non-residential principal use shall be permitted wall signs and one freestanding monument sign per public street frontage, subject to the following size requirements.
  - A. Maximum Wall Sign Area. The total area of wall signage shall not exceed one square foot for each lineal foot of building wall when viewed in elevation, not to exceed 4050 square feet.
  - B. Maximum Freestanding Sign Area. One sign is permitted per public street access. The surface area for each sign shall not exceed 2550 square feet and the height shall not exceed 5 feet.

**SECTION 6. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 7. 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 8. 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 9. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on \_\_\_\_\_, 2023.

Second reading on \_\_\_\_\_, 2023.

Third and final reading on \_\_\_\_\_, 2023.

CITY OF NORTH LIBERTY:

\_\_\_\_\_  
CHRIS HOFFMAN, 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. \_\_\_\_\_ in the Cedar Rapids *Gazette* on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

**ORDINANCE NO. 2023-02**

**AN ORDINANCE AMENDING CHAPTER 180: SUBDIVISION ORDINANCE, CHAPTER 165: ZONING CODE - ADMINISTRATIVE, AND CHAPTER 173: ZONING CODE - SIGN REGULATIONS, OF THE MUNICIPAL CODE OF THE CITY OF NORTH LIBERTY, IOWA**

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

**SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE.** That Paragraph 5 of Section 180.11 of the North Liberty Code of Ordinances, entitled Subdivision Plat Preparation, Review and Submittal Process Requirements, is amended to read as follows:

5. Review and Approval Procedure. The City process for preliminary plat review and approval is generally as follows:
  - A. Submittal of a proposed preliminary plat is made to the City Clerk, and copies are distributed to the staff review team.
  - B. The staff review team meets to review preliminary plat submissions and sends a preliminary memorandum to the applicant. The preliminary memorandum outlines deficiencies in the plat, recommendations for improving the plat, and a due date for resubmission of the corrected or modified plat, if necessary. The memorandum may also identify the need for additional studies to be completed by the applicant, including but not limited to traffic impact studies and utility investigations.
  - C. The plat is resubmitted with corrections and changes, and the process outlined in paragraph B is repeated as necessary. Once ordinance and regulatory provisions are met, the plat is placed on the next Planning Commission agenda, subject to statutory requirements for publication of notice.
  - D. The Planning Commission receives the plat, along with a final staff report containing any recommendations, and makes a formal recommendation to City Council for approval, approval with conditions, or denial. The Planning Commission may also table action on a preliminary plat if the Commission feels additional information is needed to make a recommendation.

- E. City Council receives the plat, along with the final staff report and recommendation from the Planning Commission, and formally acts by resolution on the plat to approve, approve with conditions, or deny. The City Council may also table action on a preliminary plat if the Council feels additional information is needed to reach a decision. If a Preliminary Plat Agreement has been prepared, the City Council also acts to approve the agreement.

**SECTION 2. AMENDMENT OF SUBDIVISION ORDINANCE.** That Paragraph 8(A) of Section 180.11 of the North Liberty Code of Ordinances, entitled Subdivision Plat Preparation, Review and Submittal Process Requirements, is amended to read as follows:

- A. Options for Improvements. Installation or provisions for the installation of public infrastructure such as streets, street lights, and sanitary sewer and water mains are to be completed prior to acceptance of any final plat. Improvements may be provided for in one of the following two means by an owner:
  - (1) Construction of all improvements and installations in the subdivision as approved by the City Engineer, or construction of all improvements and installations in the subdivision as approved by the City Engineer with the exception of sidewalks. In the latter case, the owner shall execute an agreement as a covenant running with the land providing that the sidewalks shall be installed in accordance with the developer's agreement, and in the event that installation has not been made, that the owner waives all statutory requirements of notice of time and place and hearing, waives statutory protections and limitations as to cost and assessment, and agrees that the City may install the sidewalks and assess the costs thereof against the real estate; or
  - (2) A letter of credit, escrow, or other financial instrument in a form approved by the City, filed with the City Clerk that guarantees to the City that the improvements, as approved by the City Engineer, will be completed by the subdivider or property owner within two years after official acceptance of the final plat. The form and type of instrument shall be approved by the City Attorney and City Council, and shall be equal to 110% of the amount of the estimated costs. If the improvements are not complete within the specified time, the City may use the instrument or any necessary portion thereof to complete the improvements.

**SECTION 3. AMENDMENT OF ZONING ORDINANCE.** That Paragraph 3(D) of Section 165.05 of the North Liberty Code of Ordinances, entitled Extension of Public Utilities, is amended to read as follows:

- D. Extension of public utilities, dedication of right-of-way. The petitioner may, as a condition of the construction site plan approval, be required to install public utilities, including (but not limited to) water lines, storm sewer, sanitary sewer, street paving, fire hydrants, and such other utilities as applicable to properly serve the proposed development, and to dedicate right-of-way to accommodate motorized and nonmotorized transportation, parking, and utility requirements. Where required as a condition of a construction site plan approval, utilities shall be constructed in accordance with construction standards as established by resolution of the City Council for those portions within the public right-of-way and to be dedicated to the City, and may be required to be constructed to the same specifications for those undedicated portions where said utilities may have a direct effect on the future safety, proper functioning, and maintenance of those portions to be dedicated.

**SECTION 4. AMENDMENT OF ZONING ORDINANCE.** That Paragraph 1 of Section 165.10 of the North Liberty Code of Ordinances, entitled Moratorium, is amended to read as follows:

- 1. The Code Official shall utilize the following for determination of current zoning designation conformity.
  - A. North Liberty Comprehensive Plan 2014 Land Use Map.

Land Use	Zoning District
Residential	ID, RS-3, RS-4, RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH
Commercial	RM-8, RM-12, RM-21, C-1-A, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial with Residential	RM-8, RM-12, RM-21, C-1-A, C-1-B, C-2-A, C-2-B, C-3, O-RP
Industrial	I-1, I-2, I-P
Public	P
Parks and Recreation	P

B. Proposed Future Land Use Map

Land Use	Zoning District
Urban Low Intensity	RS-3, RS-4, RS-6
Urban Medium Intensity	RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH, C-1-A
Urban High Intensity	RD-10, RM-12, RM-21, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial/Industrial/Flex	I-1
Public and Semi-Public	P
Parks and Open Space	P

**SECTION 5. AMENDMENT OF ZONING ORDINANCE.** That Section 173.06 of the North Liberty Code of Ordinances, entitled Signs in Residential Zones, is amended to read as follows:

1. Neighborhood or Development Signs. Residential developments or neighborhoods of four or more dwelling units shall be permitted one freestanding monument sign for each public street frontage or each entrance. Such signs may be placed in any location on private property provided the sign complies with the same height limitations specified for fences. Maximum sign area for each sign shall be two square feet, plus one square foot for each dwelling unit or lot, but shall not exceed 50 square feet in area per sign face.
2. Non-residential Uses. Each non-residential principal use shall be permitted wall signs and one freestanding monument sign per public street frontage, subject to the following size requirements.
  - A. Maximum Wall Sign Area. The total area of wall signage shall not exceed one square foot for each lineal foot of building wall when viewed in elevation, not to exceed 50 square feet.
  - B. Maximum Freestanding Sign Area. One sign is permitted per public street access. The surface area for each sign shall not exceed 50 square feet and the height shall not exceed 5 feet.

**SECTION 6. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 7. 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 8. 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 9. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on \_\_\_\_\_, 2023.  
Second reading on \_\_\_\_\_, 2023.  
Third and final reading on \_\_\_\_\_, 2023.

CITY OF NORTH LIBERTY:

\_\_\_\_\_  
CHRIS HOFFMAN, 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. 2023-02 in the Cedar Rapids Gazette on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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



# **Solomon's Landing**

# FINAL PLAT

## SOLOMON'S LANDING - PART ONE

### NORTH LIBERTY, JOHNSON COUNTY, IOWA

#### INDEX LEGEND

AREA ABOVE RESERVED FOR RECORDER

SURVEYOR'S NAME / RETURN TO:  
WALTER J. HUBBETT  
SNYDER & ASSOCIATES, INC.  
5005 BOWLING STREET, SUITE A  
CEDAR RAPIDS, IOWA 52404  
319-262-8358  
HUBBETT@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
AUDITOR'S PARCEL 2021009  
REQUESTED BY:  
PRATT REAL ESTATE MANAGEMENT, INC.  
PROPRIETOR:  
PRATT REAL ESTATE MANAGEMENT, INC.

#### LEGAL DESCRIPTION

AUDITOR'S PARCEL 2021009, PLAT OF SURVEY RECORDED IN BOOK 64, PAGE 285 AT THE JOHNSON COUNTY RECORDER'S OFFICE, JOHNSON COUNTY, IOWA.

#### NOTES

- LOT "A" (240TH STREET, EISENHOWER DRIVE & PRISCILLA COURT) AND LOT "B" (WEST PENN STREET & HAYES LANE) ARE BEING DEDICATED TO THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES.
- OUTLOT "B" IS TO BE PRIVATELY OWNED AND MAINTAINED FOR STORMWATER PURPOSES.
- OUTLOT "A", OUTLOT "C", OUTLOT "D" & OUTLOT "E" ARE RESERVED FOR FUTURE DEVELOPMENT.
- NO ACCESS WILL BE ALLOWED ONTO WEST PENN STREET FROM OUTLOT "E" AND LOTS 11-18.
- NO ACCESS WILL BE ALLOWED ONTO 240TH STREET FROM LOT 1 AND LOTS 11-18.
- STORM WATER MANAGEMENT BASIN AND SANITARY SEWER ACCESS EASEMENT.
- TOTAL FINAL PLAT ACREAGE = 78.93 ACRES.
- THE WEST LINE OF AUDITOR'S PARCEL 2021009 (THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SEC. 11-T16N-R7W) IS ASSUMED TO BEAR NORTH 0°34'56" WEST.
- DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- ERROR OF CLOSURE:  
SUBDIVISION BOUNDARY MEETS OR EXCEEDS 1:10,000  
EACH INDIVIDUAL LOT OR TRACT MEETS OR EXCEEDS 1:5,000

#### DATE OF SURVEY

SEPTEMBER 15, 2023

#### OWNER/SUBDIVIDER

PRATT REAL ESTATE MANAGEMENT, INC.  
75 COMMERCIAL DRIVE #2016  
NORTH LIBERTY, IA 52317

#### LEGEND

- FEATURES**
- Red Dot: Cap #14675
  - Yellow Plastic Cap (Unless Otherwise Noted)
  - Red Dot: Cap #22020
  - Yellow Plastic Cap
  - Monument by Stone-Hattery
  - To be in place Jones Blvd. Corner
  - Platted Distance
  - Measured Bearing & Distance
  - Utility Easement
  - Right-of-Way
  - Easement Line
  - Section Line



#### REFERENCES

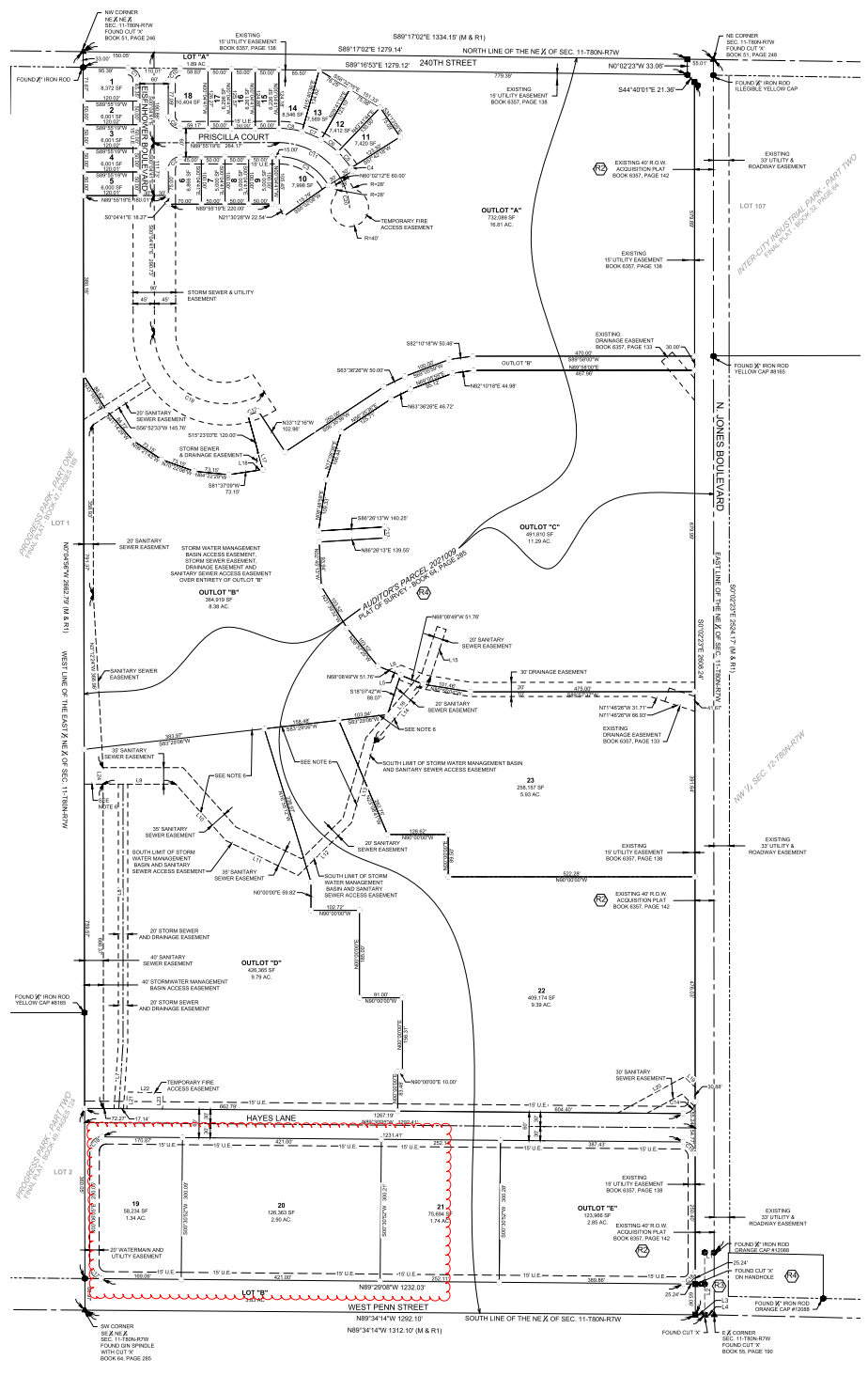
- (A) PLAT OF SURVEY AUDITOR'S PARCEL 2021009 - BOOK 64, PAGE 285
- (B) ACQUISITION PLAT - BOOK 6357, PAGE 142
- (C) ACQUISITION PLAT - BOOK 37, PAGE 90
- (D) PROPERTY SURVEY - BOOK 37, PAGE 91

#### CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	89°12'12"	25.00'	38.92'	24.65'	S44°40'47"E 35.11'
C2	90°00'00"	25.00'	39.27'	25.00'	N44°00'19"E 35.36'
C3	50°43'00"	120.00'	125.07'	68.89'	S89°49'20"E 119.49'
C4	2°19'54"	180.00'	7.33'	3.66'	N31°07'45"W 7.32'
C5	14°00'34"	180.00'	44.01'	22.12'	N31°17'59"W 43.90'
C6	14°00'34"	180.00'	44.01'	22.12'	N31°18'33"W 43.90'
C7	14°00'34"	180.00'	44.01'	22.12'	N81°19'07"W 43.90'
C8	15°45'18"	180.00'	49.49'	24.90'	N81°12'02"W 49.34'
C9	50°00'00"	25.00'	39.27'	25.00'	N45°04'17"E 35.36'
C10	50°43'00"	25.00'	39.27'	25.00'	N45°10'17"E 35.60'
C11	50°26'52"	150.00'	157.38'	86.80'	S80°01'47"E 150.28'
C12	7°37'34"	180.00'	23.96'	12.00'	S70°45'10"W 23.94'
C13	5°16'36"	296.86'	23.31'	11.66'	N2°11'03"W 23.30'
C14	50°32'18"	25.00'	39.50'	25.24'	S45°13'46"W 35.52'
C15	89°27'41"	25.00'	39.03'	24.77'	S44°49'19"E 35.19'
C16	90°33'14"	25.00'	39.51'	25.24'	S44°14'17"W 35.53'
C17	89°35'13"	25.00'	39.09'	24.82'	N44°41'32"W 35.23'
C18	50°23'52"	25.00'	39.44'	25.17'	N45°18'01"E 35.48'
C19	123°19'43"	150.00'	322.87'	278.16'	S81°44'32"E 284.05'
C20	25°19'20"	150.00'	66.30'	33.70'	S17°18'05"E 65.79'

#### LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	20.00	N89°22'53"W
L2	132.00	S00°02'23"E
L3	20.00	N89°34'14"W
L4	20.00	N89°34'14"W
L5	28.63	S98°08'49"E
L6	29.98	S70°00'41"W
L7	138.44	N03°43'27"E
L8	548.50	N00°00'00"E
L9	153.79	N69°00'00"E
L10	109.74	S41°40'30"E
L11	169.74	S54°18'19"E
L12	168.35	N45°38'50"E
L13	176.63	N15°51'18"E
L14	181.79	N40°48'18"E
L15	106.68	N18°12'18"E
L16	162.10	N40°48'18"E
L17	42.41	N15°23'03"W
L18	14.91	N81°37'09"E
L19	31.56	N45°38'33"W
L20	160.92	S61°30'20"W
L21	35.42	N00°57'01"E
L22	75.25	S89°02'58"E
L23	34.78	S00°57'01"W
L24	35.00	N00°04'56"W



PLAT APPROVED BY:	DATE
CITY CLERK:	DATE
UTILITY EASEMENTS APPROVED BY:	DATE
ALLIANT ENERGY:	DATE
MEDIANUM:	DATE
JOHNSON COUNTY REC.:	DATE
MEDIANUM ENERGY:	DATE
SOUTH SLOPE COOPERATIVE TELEPHONE CO.:	DATE

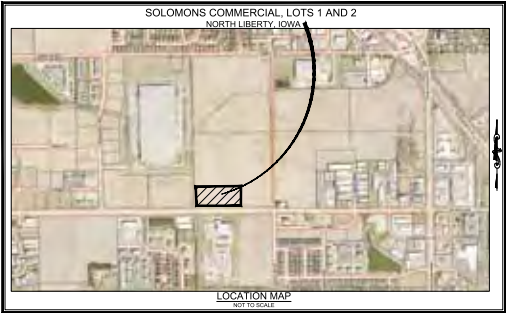
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

WALTER J. HUBBETT  
Professional Land Surveyor  
December 31, 2023  
Pages or sheets covered by this seal

 <b>SNYDER &amp; ASSOCIATES, INC.</b> 5005 BOWLING STREET, S.W. CEDAR RAPIDS, IOWA 52404 319-262-8394   www.snyder-associates.com	<b>SOLOMON'S LANDING - PART ONE</b> AUDITOR'S PARCEL 2021009 NORTH LIBERTY, JOHNSON COUNTY, IOWA	Sheet 1 OF 1 Project No. 120.1100
	1:1" = 100' 07-28-2022 TWS	1:1" = 100' 07-28-2022 TWS



# PRELIMINARY SITE PLAN SOLOMONS COMMERCIAL, LOTS 1 AND 2 NORTH LIBERTY, IOWA



**UTILITIES**

**IOWA ONE CALL**

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 800-368-5888 OR 515-281-7000 AT LEAST 48 HOURS IN ADVANCE OF ANY EXCAVATION OR CONSTRUCTION.

WHERE PUBLIC UTILITIES ARE SHOWN AS EXISTING ON THE PLANS OR ENGINEERS WITHIN THE CONTRACTOR'S AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF THESE UTILITIES PRIOR TO ANY EXCAVATION OR CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THESE UTILITIES AT ALL TIMES. ANY NECESSARY REPAIRS OR ALTERATIONS TO THESE UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THESE UTILITIES AT ALL TIMES. ANY NECESSARY REPAIRS OR ALTERATIONS TO THESE UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

**DRAFT**

1 hereby certifies that this preliminary design was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the State of Iowa.

**KELLY M. REEDER**  
P.E. 1986 No. 14624

SCALE

**PARKING LOT LANDSCAPE**  
SHADE TREES TO BE PLANTED AT CONTINUOUS LINEAR HEDGEROW AT MATURITY.  
1 SHADE TREE FOR EVERY 50 LF OF PERIMETER LANDSCAPE YARD.

**PARKING LOT INTERIOR LANDSCAPE**  
ALL ISLANDS OF PARKING MUST TERMINATE IN A LANDSCAPE ISLAND  
1 ISLAND FOR EVERY 10 PARKING SPACES  
1 SHADE TREE IN EVERY LANDSCAPE ISLAND

**ON-SITE TREES**  
THREE TREES EVERY 2,000 SF OF BUILDING FOOTPRINT  
46,393 / 2,000 = 23 TREES

### CONCEPT PLANT SCHEDULE

- SHADE TREE  
1" CAL.
- ORNAMENTAL TREE  
1" CAL.
- EVERGREEN TREE  
6" HT.
- EVERGREEN SHRUB
- DECIDUOUS SHRUB
- ORNAMENTAL GRASS

PROPERTY	OWNER
PRIVATE REAL ESTATE MANAGEMENT, INC. 75 COMMERCIAL DRIVE, #104 NORTH LIBERTY, IA 52557	PRIVATE REAL ESTATE MANAGEMENT, INC. 75 COMMERCIAL DRIVE, #104 NORTH LIBERTY, IA 52557
LOTS 1 AND 2 OF SOLOMONS COMMERCIAL, NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE REQUIRED PLEASANT HEDGEROW, CONTAINING 50% TREES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.	
THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THIS PLAN PRIOR TO ANY EXCAVATION OR CONSTRUCTION.	
IMPORTANT NOTE: TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THIS PLAN PRIOR TO ANY EXCAVATION OR CONSTRUCTION.	
CURRENT ZONING: C-2-A	
<b>MINIMUM LOT REQUIREMENTS</b>	NONE
LOT FRONTAGE	35 FEET
LOT WIDTH	75 FEET
MAX. BLDG. HEIGHT	35 FEET
<b>LOT 1 DIMENSIONS</b>	
LOT AREA	134,804 SF (3,090')
PARKING AREA - PROPOSED	23,875 SF (540')
GREEN SPACE AREA	27,800 SF (610')
<b>LOT 2 DIMENSIONS</b>	
LOT AREA	134,804 SF (3,090')
PARKING AREA - PROPOSED	23,875 SF (540')
GREEN SPACE AREA	27,800 SF (610')
<b>ALL PROPOSED REQUIREMENTS</b>	
SPACES REQUIRED	1 SPACE PER 200 SF OF 182 SPACES (9 ACA)
SPACES PROVIDED	182 SPACES (9 ACA)
<b>LOT 1 DIMENSIONS</b>	
LOT AREA	134,804 SF (3,090')
PARKING AREA - PROPOSED	23,875 SF (540')
GREEN SPACE AREA	27,800 SF (610')
<b>LOT 2 DIMENSIONS</b>	
LOT AREA	134,804 SF (3,090')
PARKING AREA - PROPOSED	23,875 SF (540')
GREEN SPACE AREA	27,800 SF (610')
<b>ALL PROPOSED REQUIREMENTS</b>	
SPACES REQUIRED	1 SPACE PER 200 SF OF 182 SPACES (9 ACA)
SPACES PROVIDED	182 SPACES (9 ACA)
<b>GENERAL NOTES</b>	
ALL PROPOSED MECHANICAL UNITS SHALL BE SCREENED WITH LANDSCAPING	
UTILITIES - ALL PROPOSED UTILITIES SHOWN ARE PRIVATE.	

### STANDARD LEGEND AND NOTES

SYMBOL	DESCRIPTION
	PROPERTY & BOUNDARY LINES
	CONVENTIONAL SECTION LINES
	EASEMENT LINES
	CENTER LINES
	LOT LINES PLATTED OR BY DEED
	EXISTING EASEMENT LINES
	PROPOSED EASEMENT LINES
	CURVE SEGMENT NUMBER
	POWER POLE
	POWER POLE W/SHOP
	POWER POLE W/TRANSFORMER
	LIGHT POLE
	SANITARY MANHOLE
	FIRE HYDRANT
	WATER VALVE
	CATCH BASIN
	PROPOSED MANHOLE
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	WATER LINE
	SEWER LINE
	TELEPHONE LINES
	FIRE LINE
	ONE LINE
	PROPOSED ELECTRIC
	PROPOSED GAS
	PROPOSED SEWER
	EXISTING TREE LINE
	EXISTING DECIDUOUS TREE & SHRUB
	EXISTING EVERGREEN TREE & SHRUB

THE EXISTING SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH MAY BE OBTAINED AND REQUESTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.

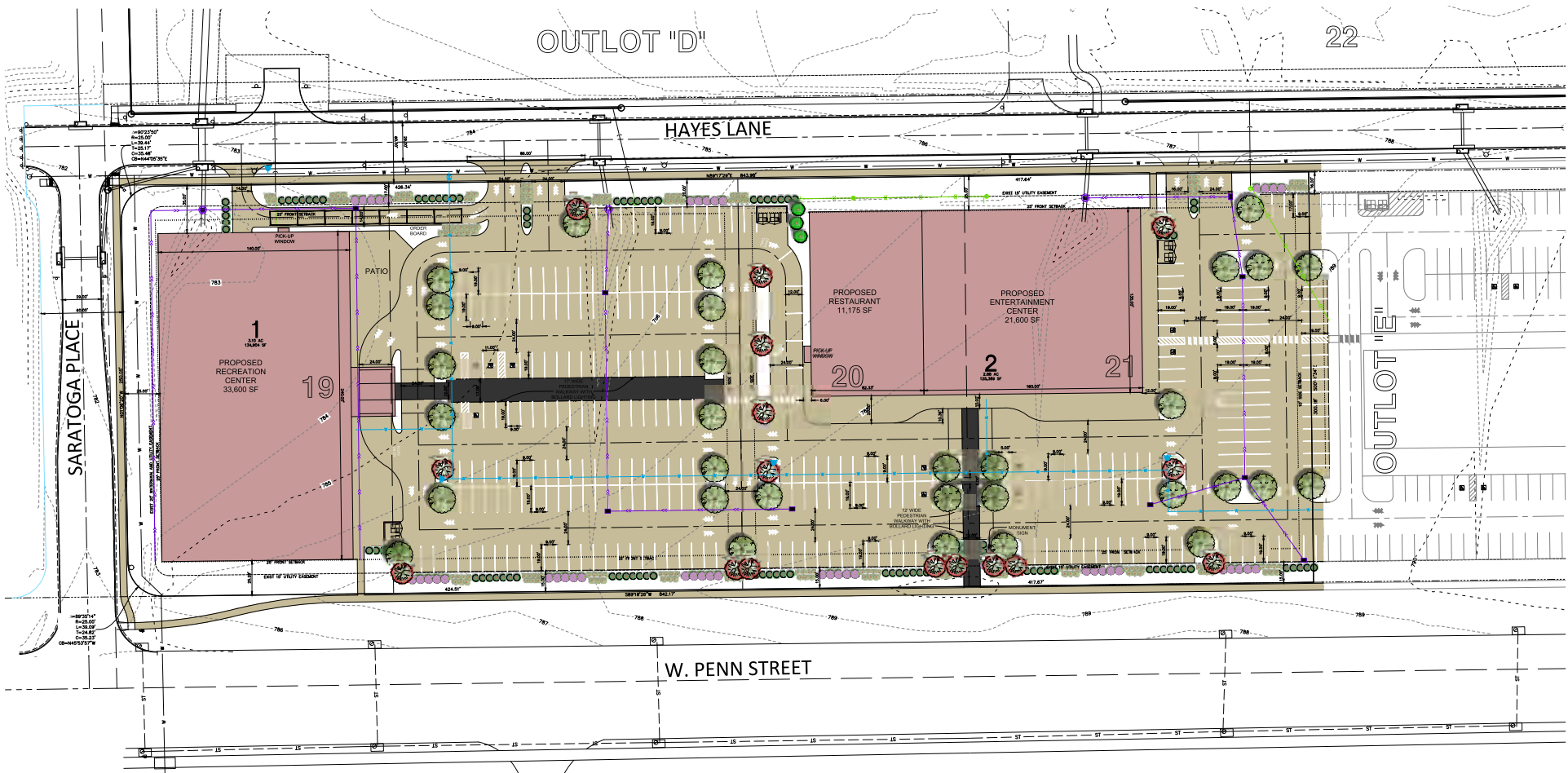
GRAPHIC SCALE IN FEET  
1" = 20'

4.24 ACRES

MMS CONSULTANTS, INC.  
CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52242  
(319) 391-8282  
www.mmsconsultants.net

Date	Revision
1-9-23	REVISED PER CLIENT ACP



SOLOMONS COMMERCIAL  
LOTS 1 AND 2  
NORTH LIBERTY  
JOHNSON COUNTY  
IOWA

MMS CONSULTANTS, INC.

Date: 11-01-22

Designed by: KJR  
Field Book No: BELBROOK

Drawn by: JRM  
Scale: 1"=20'

Checked by: KJR  
Sheet No: 1

Project No: 11669-001







**REVISIONS**

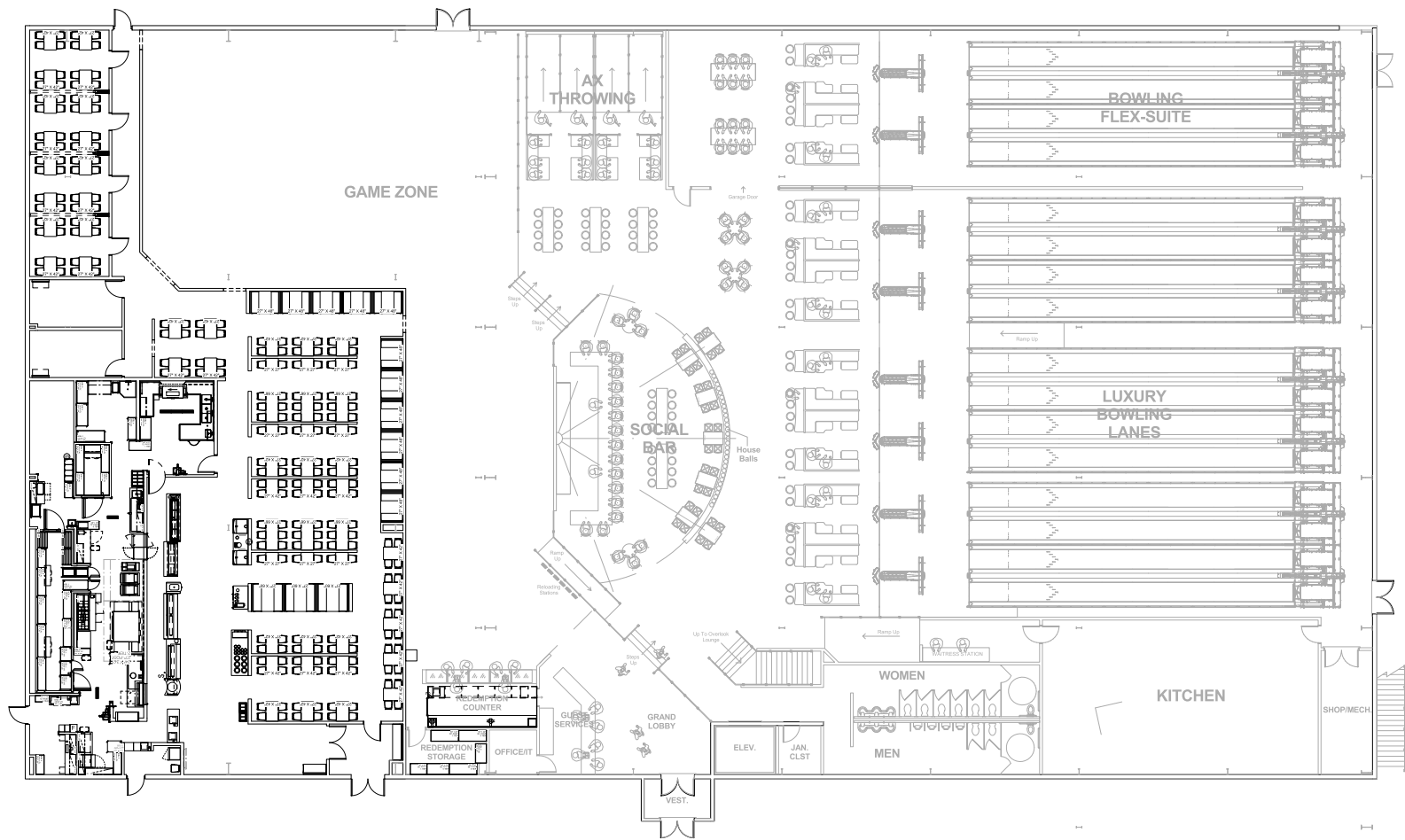
DATE	NO.	DESCRIPTION

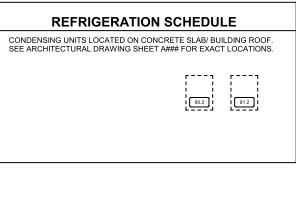
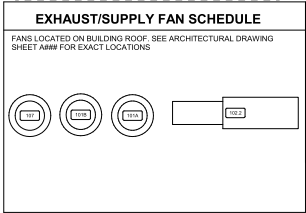
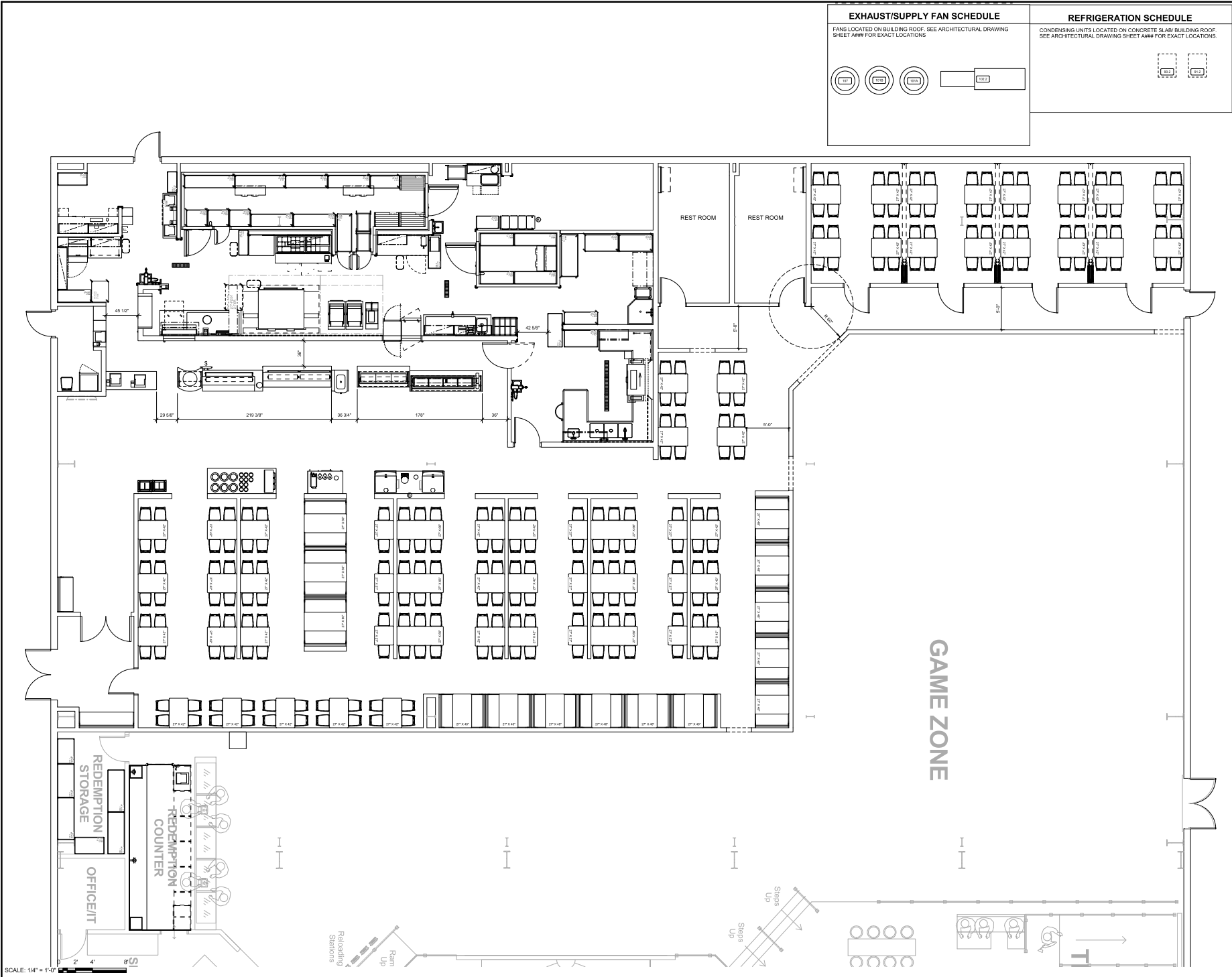
**PIZZA RANCH**  
 KEARNEY, NE

PROJECT	PROJ.#
DATE	04/26/2022
SCALE	1/8" = 1'-0"
DRAWN	APPROVED
JT	---

**SHEET**  
 FOODSERVICE OVERALL FLOORPLAN

**SHEET NUMBER:**  
**QF100A**





Midwest - Minnesota  
 13088 George Weber Drive, Suite 100  
 Rogers, MN 55374  
 p. 612-455-000

trimarkusa.com

This document contains confidential information, is an instrument of a professional service, and the property of TriMark. It shall not be used on other projects or for the extension of this project without TriMark's written approval.

Owner and all Contractors to check and verify existing dimensions and conditions in the field before starting construction and to notify TriMark of any material or local changes.

#### REVISIONS

DATE	NO.	DESCRIPTION

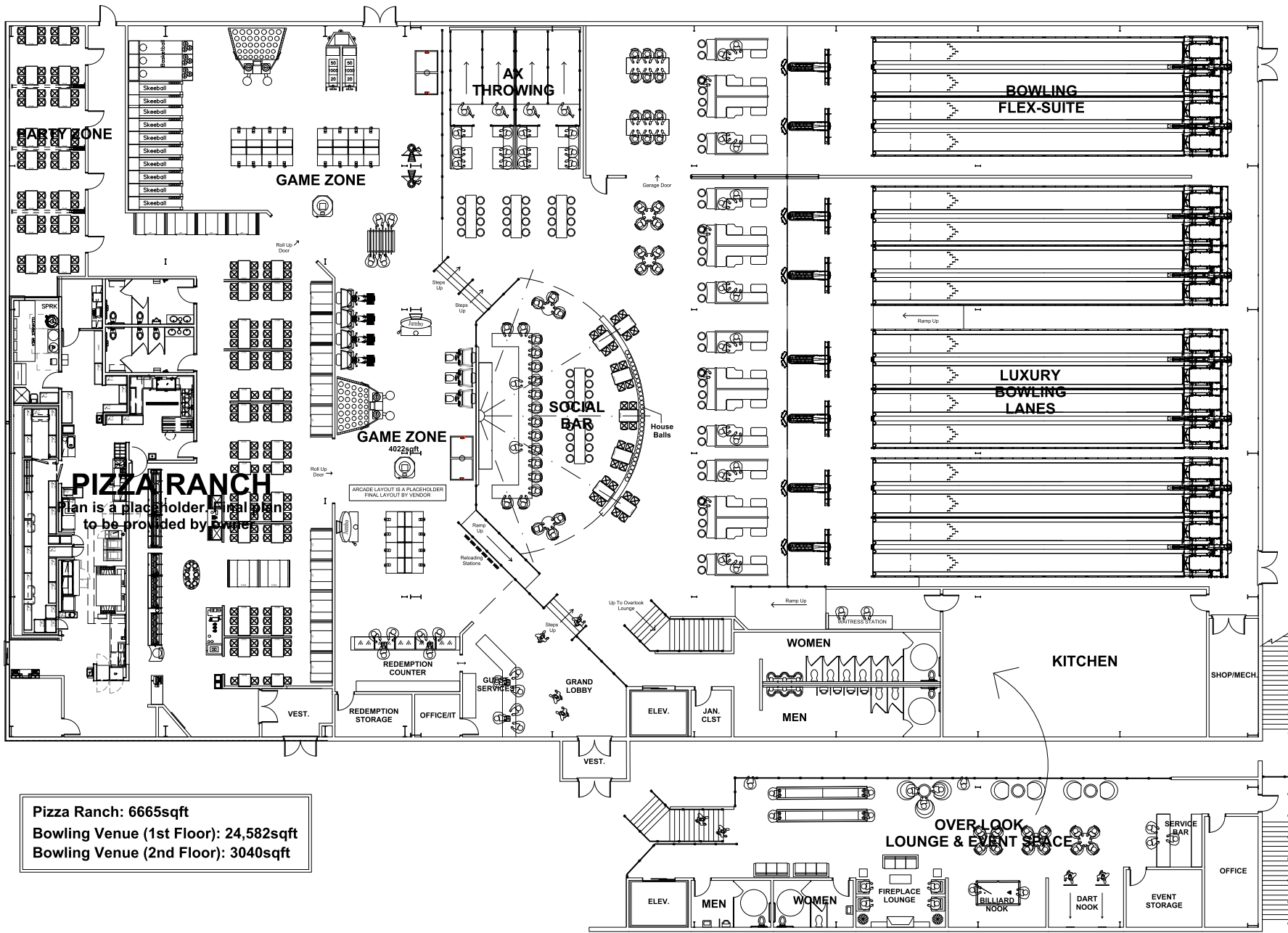
# PIZZA RANCH

KEARNY, NE

PROJECT	PRO.#
DATE	04/26/2022
SCALE	1/4" = 1'-0"
DRAWN	APPROVED
JT	

SHEET:  
 FOODSERVICE EQUIPMENT PLAN

SHEET NUMBER:  
**QF100B**



**Pizza Ranch: 6665sqft**  
**Bowling Venue (1st Floor): 24,582sqft**  
**Bowling Venue (2nd Floor): 3040sqft**

Issued for:

- preliminary 11-30-'22
- client approval
- landlord approval
- bidding
- permit
- construction
- rework

do not measure drawing use figure dimensions only  
 copyright 2021 all rights reserved

PRELIMINARY PLAN

NORTH LIBERTY ENTERTAINMENT CENTER

DYNAMIC DESIGNS  
DYNAMIC DESIGNS, P.C.  
 1000 WEST 10TH AVENUE, SUITE 100  
 WEST DES MOINES, IA 50319

email date:      license no:  
 email name:  
 email signature:  
 project no.  
 sheet no.



# DYNAMIC DESIGNS

AWARD WINNING DESIGN

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



# QUICK OVERVIEW

Over **35** years of entertainment Venue design & architecture

**PIONEERS** of the HYBRID entertainment concept

World **LEADER** in entertainment design

**TURN KEY** from concept design to **CONSTRUCTION DOCUMENTS**

Well versed in **ATTRACTION** design

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

**DYNAMIC  
DESIGNS**



**CASE STUDIES**  
Entertainment Venues

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

**DYNAMIC  
DESIGNS**



Sparetime Ent.  
Pineville, NC

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

DYNAMIC  
DESIGNS



Sparetime Ent.  
Pineville, NC

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

DYNAMIC  
DESIGNS



Sparetime Ent.  
Pineville, NC

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

DYNAMIC  
DESIGNS



Sparetime Ent.  
Pineville, NC

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

DYNAMIC  
DESIGNS



Sparetime  
Greenville, SC

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

DYNAMIC  
DESIGNS



Main Event  
Orlando, FL

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

DYNAMIC  
DESIGNS





Main Event  
Orlando, FL

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

DYNAMIC  
DESIGNS



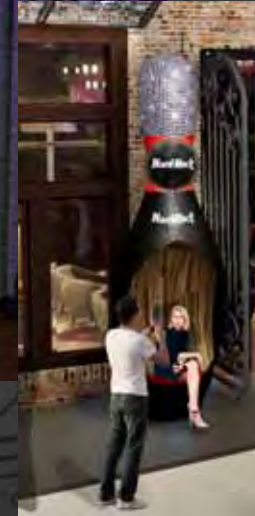
Main Event  
Orlando, FL

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

DYNAMIC  
DESIGNS



HARD ROCK RESORT  
Dominican, Republic



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

DYNAMIC  
DESIGNS



HARD ROCK RESORT  
Dominican, Republic

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

DYNAMIC  
DESIGNS



Circle Bowl  
New Jersey

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

DYNAMIC  
DESIGNS



Town Line Pin  
Malden, MA

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

DYNAMIC  
DESIGNS



ANDY Bs  
Branson, MO

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

DYNAMIC  
DESIGNS



PACMAN

DYNAMIC  
DESIGNS

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





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

FlowRider  
Pecan Lakes

DYNAMIC  
DESIGNS



FlowRider  
Pecan Lakes

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

DYNAMIC  
DESIGNS



FlowRider  
Pecan Lakes

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

DYNAMIC  
DESIGNS



The Pit House  
Pecan Lakes

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

DYNAMIC  
DESIGNS



The Pit House  
Pecan Lakes

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

DYNAMIC  
DESIGNS



iPLAY AMERICA  
Freehold, NJ

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

DYNAMIC  
DESIGNS



Wilderness Resort  
Pigeon Forge, TN

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

DYNAMIC  
DESIGNS



Lost Worlds  
San Jose, CA

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

DYNAMIC  
DESIGNS





Evolutions  
Jacksonville, FL

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

DYNAMIC  
DESIGNS



## Monopoly Experience



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

DYNAMIC  
DESIGNS



Vialand  
Istanbul, Turkey

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

DYNAMIC  
DESIGNS



Vialand  
Istanbul, Turkey

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

DYNAMIC  
DESIGNS



Vialand  
Istanbul, Turkey

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

DYNAMIC  
DESIGNS



# CASE STUDIES

Attraction & Scenic  
Design

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

DYNAMIC  
DESIGNS



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

Cabela's

DYNAMIC  
DESIGNS

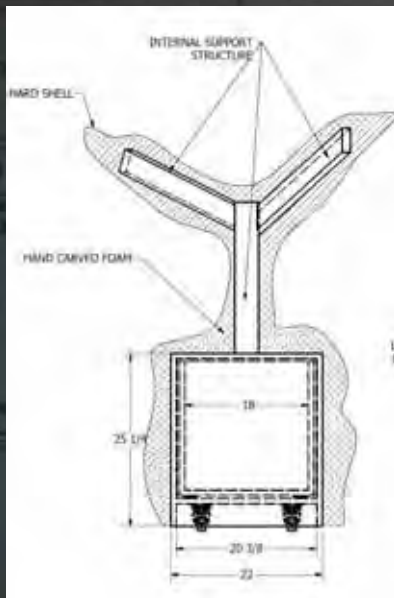
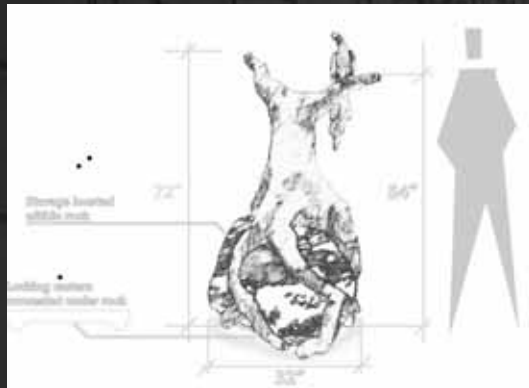


Legoland  
Florida

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

DYNAMIC  
DESIGNS





Rain Forest Cafe

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

DYNAMIC  
DESIGNS



T-REX  
Disney Springs

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

DYNAMIC  
DESIGNS



KIDZANIA  
Frisco, TX

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

DYNAMIC  
DESIGNS



LASER TAG

**Battle Blast** Las Vegas NV



**CELEBRITY LANES** Centennial, CO



LASER TAG

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

DYNAMIC  
DESIGNS



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

ANIMATIVE

DYNAMIC  
DESIGNS



GI JOE



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

DYNAMIC  
DESIGNS

# HALO

## HALO OUTPOST DISCOVERY



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

DYNAMIC  
DESIGNS



# HALO



HALO  
OUTPOST  
DISCOVERY

DYNAMIC  
DESIGNS

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

# HALO



COVENANT ESCAPE

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

DYNAMIC  
DESIGNS

# HALO



PELICAN TRAINING SHIP

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

DYNAMIC  
DESIGNS















# **Additional Information**



## Joint Entities Meeting

North Liberty Community Center  
Gerdin Conference Center  
Monday, January 9, 2023

### Minutes

#### **Call to order**

North Liberty Mayor Chris Hoffman called the January 9, 2023 Joint Entities Meeting to order at the North Liberty Community Center, 520 W. Cherry Street, North Liberty. Elected officials present: North Liberty – Mayor Chris Hoffman and Councilors RaQuishia Harrington, Ashley Bermel, Brent Smith and Erik Sittig; Coralville – Mayor Meghann Foster and Councilors Laurie Goodrich, Mitch Gross, Hai Huynh and Mike Knudson; Iowa City – Mayor Bruce Teague and Councilors Megan Alter, Laura Bergus, Shawn Harmsen, Pauline Taylor; Johnson County Supervisors Rod Sullivan, V Fixmer-Oraiz, Jon Green, Lisa Green-Douglass and Royceann Porter; Iowa City Community School District Board members Lisa Williams, Maka Pilcher Hayek, Ruthina Malone, Charlie Eastham, J.P. Claussen and Molly Abraham; and University Heights Councilor Stepheny Gahn.

Others present: Matt Degner, Tracey Mulcahey, Kellie Freuhling, Nick Bergus, Cady Gerlach, Kelly Hayworth, Ryan Heiar, Doug Boldt, Geoff Fruin, Mary Mascher, and other interested parties.

#### **Discussion regarding Local Option Sales Tax (LOST), funding four-year old preschool and other initiatives (ICCSA)**

Lisa Williams, Board member, and Matt Degner, Superintendent, from the Iowa City Community School District presented on Cities and the County seeking a vote on LOST with 10% of revenues received being granted to ICCSD for enhanced 4-year-old preschool. Each entity would fund services for children in the program from their jurisdiction. The funds would be used for the costs not covered by State funding. For this item to be on the ballot and have an educational campaign, jurisdictions should have their decision and revenue purpose statements finalized by April. A group of representatives from each entity will be appointed to work on the educational campaign.

#### **Update on Transit Studies (North Liberty)**

North Liberty Councilor Erik Sittig reported that the MPOJC is moving ahead with RFPs for transit study services. He encouraged all entities to stay in touch with the MPOJC regarding roles in the studies.

#### **General entity updates**

No updates were offered.

**Next meeting date, time, and host**

The next meeting will be hosted by University Heights on April 17, 2023.

**Other Business**

Johnson County Supervisor Royceann Porter offered information on the Dr. Martin Luther King Jr. Day march starting at 9:30 a.m. from Eastdale Plaza to Mercer Park. After the march, there will be activities, programs, and lunch at Mercer Park Gym. She encouraged all to join and bring families.

**Adjournment**

At 5:50 p.m., Mayor Hoffman adjourned the meeting.

Signed,  
Tracey Mulcahey, City Clerk



To North Liberty Mayor and City Council Members  
CC Ryan Heiar, City Administrator  
From Brian Platz, Fire Chief  
Date January 18<sup>th</sup>, 2023  
Re Fire Department Report to Council – January 2023

---

I'd like to use this month's report to point out a few response statistics now that we've closed the door on 2022.

The department responded to 1716 calls for service in 2022, which is a 4% increase from 2021. The largest call category are medical related responses. On 1052 occasions, or 61.3% of our calls, the department responded to some type of emergent medical incident. Included in this category are motor vehicle accidents, medical emergencies, traumatic injuries, etc. These are tiered responses with the Johnson County Ambulance Service. This statistic would normally be a larger segment of our overall calls for service, however, during time periods within our service gaps, we are routinely disregarded due to extended turnout. A disregarded call would be classified as a "good intent" call. Good intent calls equate to 13.69% of our call volume. As we continue to increase staffing at the fire station, we are witnessing EMS responses increase while good intent calls decrease. This has been the case over the past few years, we are moving in the right direction.

As you see on page two of the statistical document, our busiest risk management zone (RMZ 1005) continues to be the center of town. The current fire station is located right in the middle of this zone which tells us we are responding from a solid location. Additionally, we continue to see the second busiest risk management zone (RMZ 1004) to be the area of town boarded by St. Andrews Drive, Kansas Avenue, Penn Street and Jones Blvd. Our response data continues to suggest that our second station should border the south side of this zone. We also continue to watch RMZ 1007 as we suspect call volume will increase as future development occurs.

Speaking of a second fire station, we continue to realize a frequency of multiple calls occurring at the same time. This figure decreased from 2021 to 2022, landing at 18.24%. Our ability to handle more than one call at a time is difficult. As we continue to grow, having a second station staffed with paid per call or live-in firefighters will greatly enhance our ability to overcome this statistic. I look forward to evaluating options related to unique staffing concepts as we look to bring this station online in the years to come.

We continue to see improvement in our turnout times, notably when we have personnel at the fire station. Continuing our plan to staff a crew of three personnel (full and part time) will greatly impact our turnout times, which will allow us to more timely meet the community's needs. While the turnout time on our part time side didn't change significantly, our turnout time dropped dramatically when our paid per call members are handling calls. This number went from 7:33 to 4:37. I believe this is largely due to our new duty crew program.

Each year we trend a statistic related to how many members are responding per incident. In 2020, 10.8% of our incidents realized two responders or less. In 2021 this figure rose to 12.3%. This past year, we decreased this statistic to 8.3% of our calls, for a total of 142 responses. Again, it's my belief that this translates directly to our use of the duty crew program which provides a consistent third person on most overnights. Additionally, the department only experienced one "no response" in 2022. While this is a sharp reduction, one is still too many.

These response statistics will also find their way into our annual report. We are diligently working on that document which will provide a much more comprehensive look at the department. I hope to have that completed for the second council meeting in February.



# North Liberty Fire Department 2022 Monthly/YTD Response Report

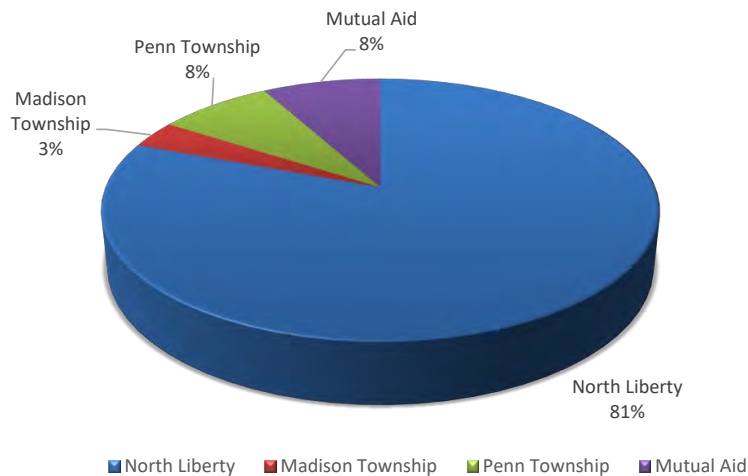
## North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	106	112	81	105	125	127	107	121	106	136	107	152	1385	80.71%
Madison Township	3	2	3	7	6	7	4	1	4	6	6	9	58	3.38%
Penn Township	7	8	12	11	15	13	13	14	6	14	11	10	134	7.81%
Mutual Aid	8	8	7	13	9	11	15	9	7	23	13	16	139	8.10%
<b>Total Responses</b>	<b>124</b>	<b>130</b>	<b>103</b>	<b>136</b>	<b>155</b>	<b>158</b>	<b>139</b>	<b>145</b>	<b>123</b>	<b>179</b>	<b>137</b>	<b>187</b>	<b>1716</b>	

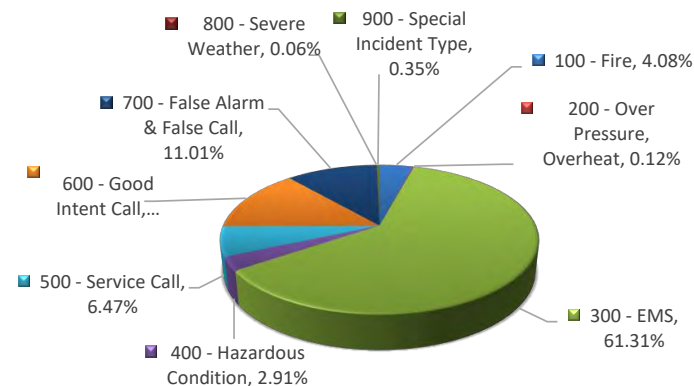
## North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3	6	4	3	6	4	7	1	7	14	6	9	70	4.08%
200 - Over Pressure, Overheat	1	1											2	0.12%
300 - EMS	77	77	68	84	102	110	82	94	78	98	84	98	1052	61.31%
400 - Hazardous Condition	3	2	3	3	1	7	7	4	4	6	6	4	50	2.91%
500 - Service Call	10	8	5	7	11	5	8	14	5	10	13	15	111	6.47%
600 - Good Intent Call	14	25	15	19	20	14	21	19	17	28	18	25	235	13.69%
700 - False Alarm & False Call	15	11	8	19	14	17	13	12	12	22	10	36	189	11.01%
800 - Severe Weather							1						1	0.06%
900 - Special Incident Type	1			1	1	1		1		1			6	0.35%
<b>Total Responses</b>	<b>124</b>	<b>130</b>	<b>103</b>	<b>136</b>	<b>155</b>	<b>158</b>	<b>139</b>	<b>145</b>	<b>123</b>	<b>179</b>	<b>137</b>	<b>187</b>	<b>1716</b>	

2022 District Responses YTD  
(Rounded Percentage)



2022 Type of Incidents YTD  
(Percentage)

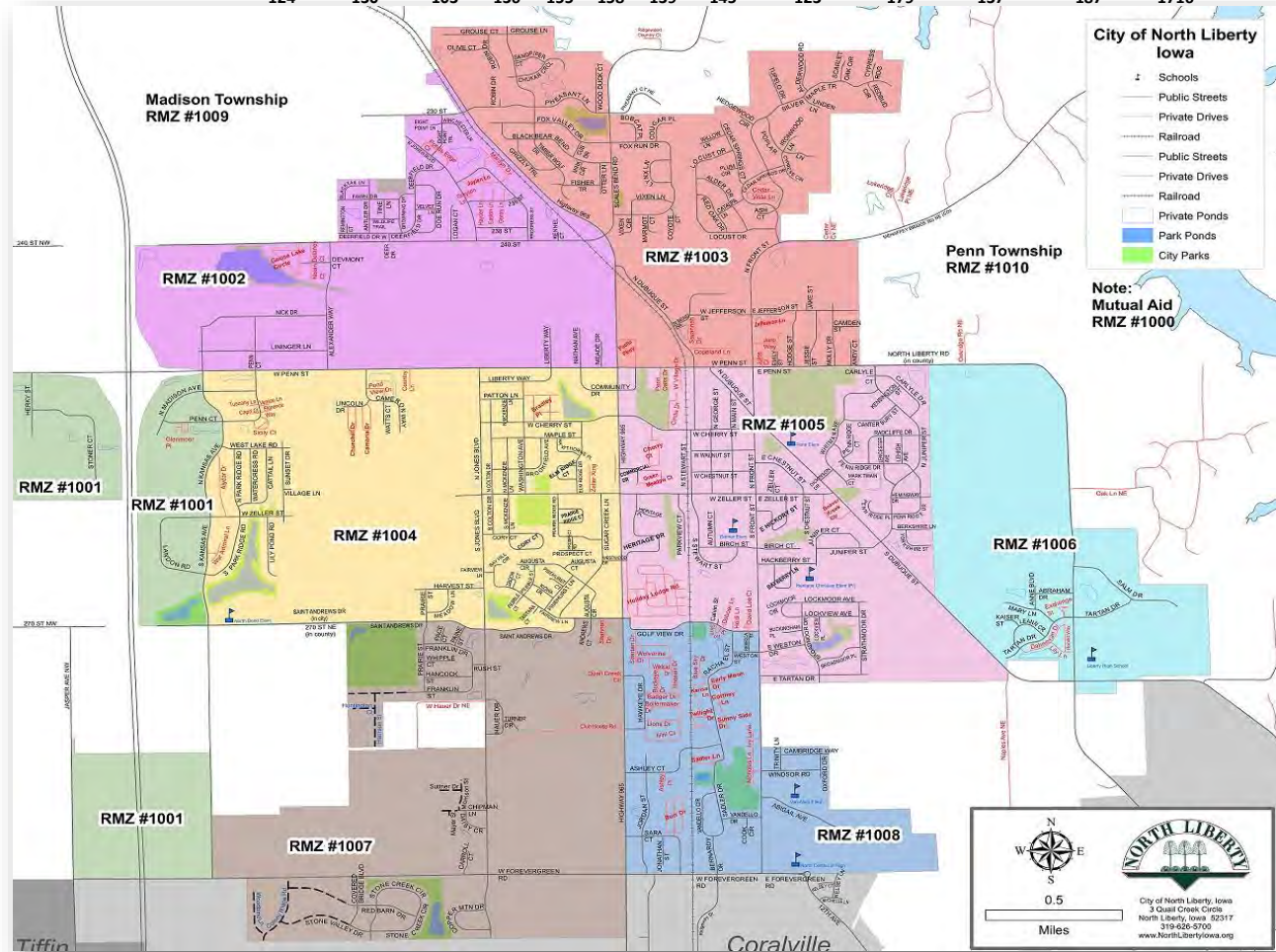




# North Liberty Fire Department 2022 Monthly/YTD Response Report

## North Liberty Fire Department Responses By Risk Management Zone

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
1000 - Mutual Aid	8	8	7	13	9	11	15	9	7	23	13	16	139	8.10%
1001 - City of North Liberty	4	5	4	4	4	2	2	2	3	4	4	8	46	2.68%
1002 - City of North Liberty	12	13	11	12	8	14	7	12	11	10	13	9	132	7.69%
1003 - City of North Liberty	12	11	8	21	27	26	16	25	18	31	17	19	231	13.46%
1004 - City of North Liberty	13	31	14	25	24	12	24	18	11	19	21	31	243	14.16%
1005 - City of North Liberty	30	16	15	23	29	34	20	36	28	34	27	34	326	19.00%
1006 - City of North Liberty	2	1	1	1	2	4		1	4	1	1	4	22	1.28%
1007 - City of North Liberty	17	17	16	6	16	17	13	10	11	15	10	17	165	9.62%
1008 - City of North Liberty	16	18	12	13	15	18	25	17	20	22	14	30	220	12.82%
1009 - Madison Township	3	2	3	7	6	7	4	1	4	6	6	9	58	3.38%
1010 - Penn Township	7	8	12	11	15	13	13	14	6	14	11	10	134	7.81%
<b>TOTAL</b>	<b>124</b>	<b>130</b>	<b>103</b>	<b>136</b>	<b>155</b>	<b>158</b>	<b>139</b>	<b>145</b>	<b>123</b>	<b>179</b>	<b>137</b>	<b>187</b>	<b>1716</b>	





# North Liberty Fire Department 2022 Monthly/YTD Response Report

## North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	
<b>Total Responses for Month</b>	124	130	103	136	155	158	139	145	123	179	137	187	1716	
Average Responders per Incident (Including Members at Station)	4.6	5.9	5.5	4.9	5.9	5.4	5.3	5.5	5.7	5.7	5.4	5.8	5.5	
# Incidents with 2 or less Responders	25	14	11	14	16	10	15	4	9	6	14	4	142	
% Incidents with 2 or less Responders	20.2%	10.8%	10.7%	10.3%	10.3%	6.3%	10.8%	2.8%	7.3%	3.4%	10.2%	2.1%	8.3%	
# Incidents with No NLFD Response	0	0	0	0	0	0	0	0	1	0	0	0		
													Year To Date	Percent To Date
# Incidents Cancelled Enroute or Prior to Arrival	12	15	9	16	12	9	13	12	10	20	15	19	162	9.44%
# Incidents Cancelled by JCAS	1	5	2	2	0	0	2	0	1	2	1	1	17	10.49%
# Incidents Cancelled by JECC	5	2	3	5	3	2	1	3	3	4	7	8	46	28.40%
# Incidents Cancelled by Law Enforcement	2	4	3	2	5	4	4	2	3	2	1	3	35	21.60%
# Incidents Cancelled by Fire Department	4	4	1	7	4	3	6	7	3	12	6	7	64	39.51%

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date
<b>Total Emergent (Lights &amp; Sirens) Responses for Month</b>	82	71	70	77	82	92	86	93	68	98	84	123	
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	20	10	19	24	27	28	25	31	23	45	37	51	
# of Incidents with Turnout Time 2 Minutes or Less - PT	7	18	11	15	17	26	19	10	7	7	10	14	
# of Incidents with Turnout Time 2 Minutes or Less - Total	27	28	30	39	44	54	44	41	30	52	47	65	
% Incidents with Turnout Time 2 Minutes or Less	32.9%	39.4%	42.9%	50.6%	53.7%	58.7%	51.2%	44.1%	44.1%	53.1%	56.0%	52.8%	
90th Percentile Turnout Time - (Minutes) Part-Time	2:49	2:50	3:08	2:21	2:49	2:27	2:12	2:40	2:54	3:11	2:36	2:42	2:47
90th Percentile Turnout Time - (Minutes) Paid Per Call	7:18	6:34	4:45	5:17	3:22	4:35	5:56	3:43	3:40	3:12	3:43	4:23	4:37

\*\* (Turnout Time is defined as Dispatch Time to Unit Enroute Time)(PPC-Paid Per Call)(PT-Part Time)

## North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	3	4	1	3	2	1	8	2		5	2	5	36	2.10%
Auto Aid - Iowa City (52003)		1		1		2	2	1		6		2	15	0.87%
Auto Aid - Solon (52008)	2	2	1	3	1	3	2	3	2	4	5	2	30	1.75%
Auto Aid - Swisher (52009)	3	1	4	5	5	5	2	3	4	4	6	4	46	2.68%
Auto Aid - Tiffin (52010)				1					1	3			5	0.29%
Mutual Aid - Other Fire Departments			1		1		1			1		3	7	0.41%
<b>Total Responses</b>	8	8	7	13	9	11	15	9	7	23	13	16	139	8.10%

## North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	3	2	4	3	6	4	6	3	5	6	3	7	52	3.03%
Auto Aid - Iowa City (52003)				2	1	3			3	3	1	3	16	0.93%
Auto Aid - Solon (52008)	2	1	3	2	8	3	5	2	4	6	2	6	44	2.56%
Auto Aid - Swisher (52009)	2	1			5	2	3		5		1	4	23	1.34%
Auto Aid - Tiffin (52010)	1	1		4	2	3	3		5		1	4	24	1.40%
Mutual Aid - Other Fire Departments				1	1								2	0.12%
<b>Total Responses</b>	8	5	7	12	23	15	17	5	22	15	8	24	161	9.38%

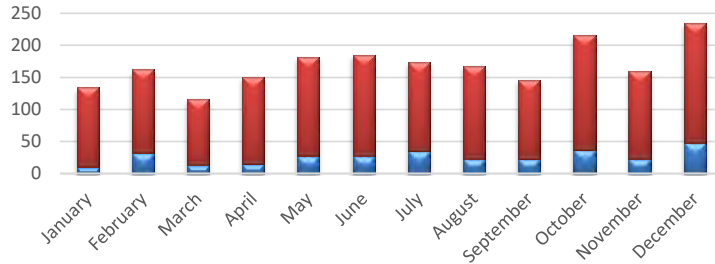


# North Liberty Fire Department 2022 Monthly/YTD Response Report

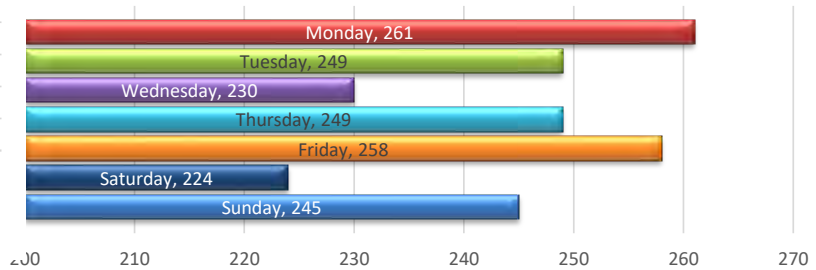
## North Liberty Fire Department Overlapping Incidents

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Overlapping Incidents	10	32	13	15	27	27	35	23	23	37	23	48	313	18.24%
<b>Total Responses</b>	<b>124</b>	<b>130</b>	<b>103</b>	<b>136</b>	<b>155</b>	<b>158</b>	<b>139</b>	<b>145</b>	<b>123</b>	<b>179</b>	<b>137</b>	<b>187</b>	<b>1716</b>	

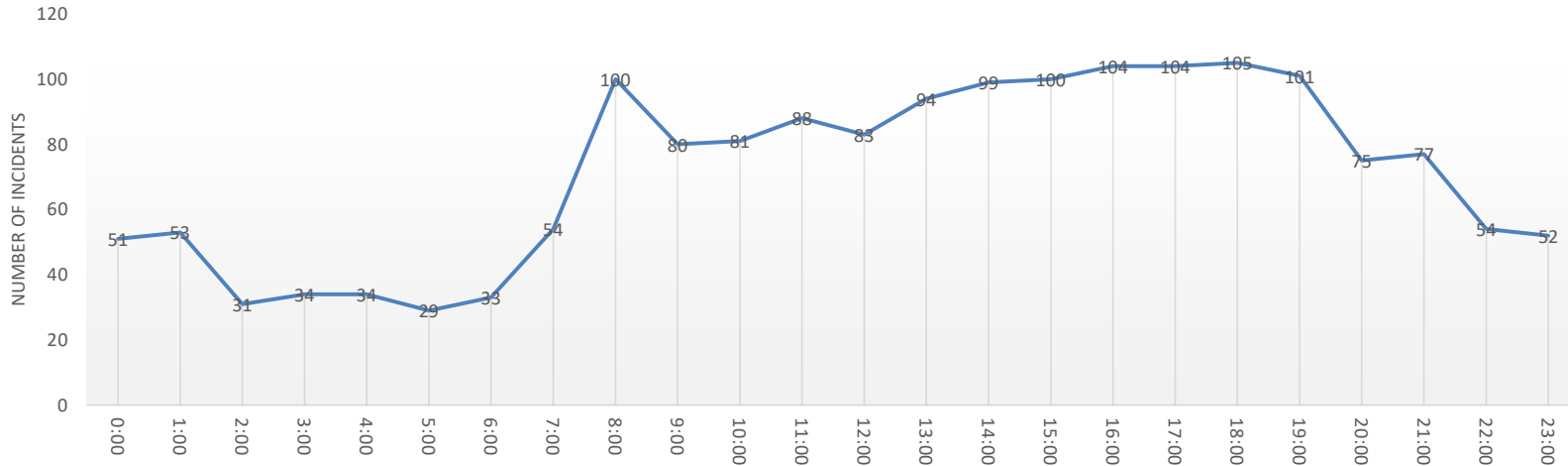
2022 Overlapping Incident by Month



2022 Responses by Day of Week



2022 Responses by Hour of Day

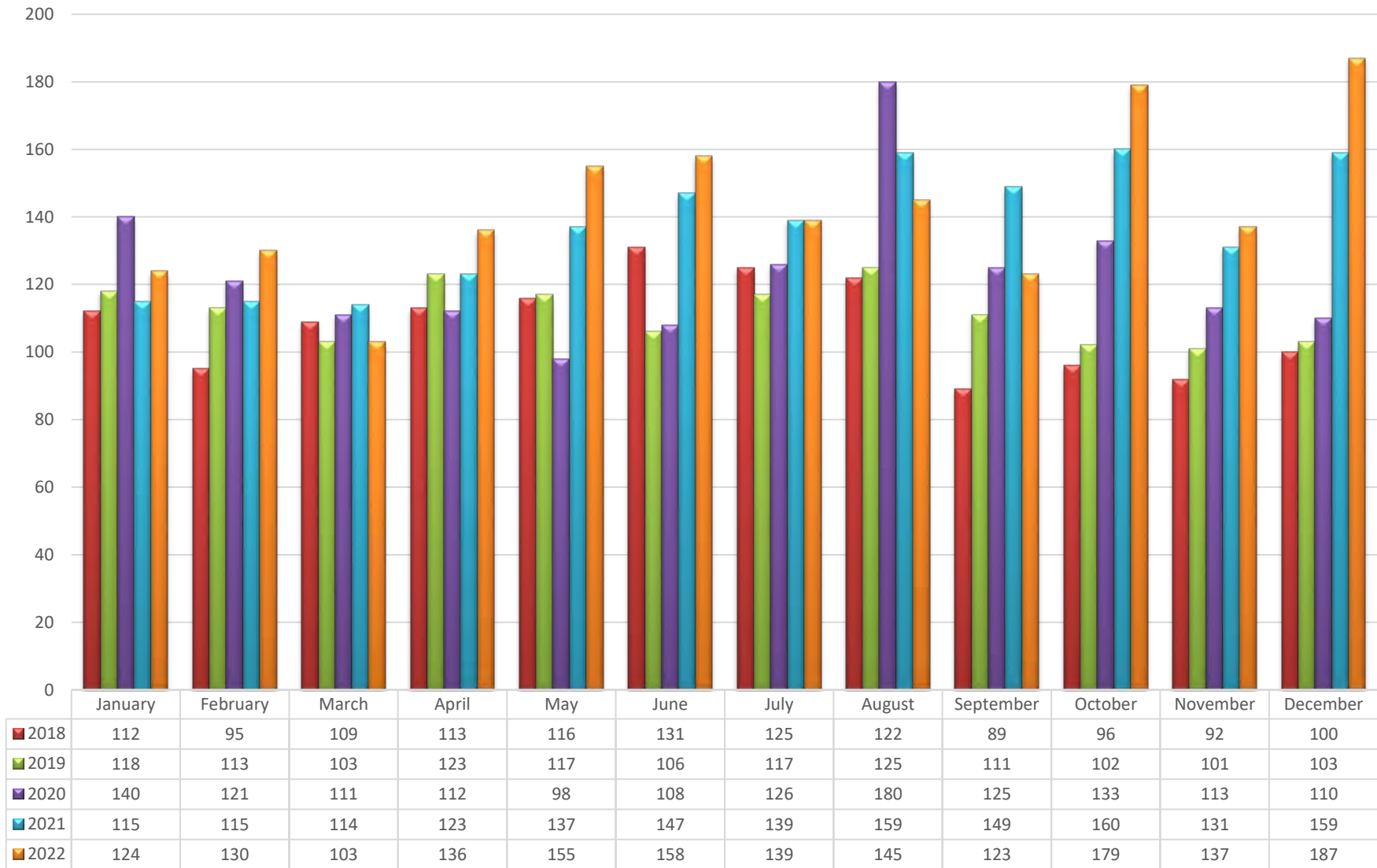






# North Liberty Fire Department 2021 Monthly/YTD Response Report

## 2018 - 2022 Monthly Incident Response Comparison





# North Liberty Fire Department 2022 Monthly/YTD Response Report

## Member Responses By Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Calls To Date	Percent To Date
<b>Responses for Month</b>	<b>124</b>	<b>130</b>	<b>103</b>	<b>136</b>	<b>155</b>	<b>158</b>	<b>139</b>	<b>145</b>	<b>123</b>	<b>179</b>	<b>137</b>	<b>187</b>	<b>1716</b>	
Bigley, Brady	2	1	3	7	14	6	9	11	13	26	13	12	117	6.82%
Burleson, Lynn	16	5	11	15	12	28	27	25	14	3	8	21	185	10.78%
Campbell, Benjamin	40	38	23	37	56	86	35	27	13	43	12	14	424	24.71%
Connolly, Dakota	11	13	20	9	11	16	21	14	12	26	16	10	179	10.43%
Coyle, Jim*	0	0	0	0	0	0	1	0	0	0	0	0	1	0.06%
Dickerson, Matt	0	0	0	0	0	0	0	5	5	10	6	9	35	2.04%
Dolezal, Dan	14	23	13	30	27	24	16	9	10	16	11	26	219	12.76%
Dolezal, Zoë	21	44	7	14	13	19	7	8	5	4	0	0	142	8.28%
Fadden, Kyler	0	0	0	0	0	0	7	13	14	30	15	12	91	5.30%
Feelev, Nicholas	20	37	13	10	17	16	12	21	15	19	15	22	217	12.65%
Flesner, Jack	12	19	20	10	31	35	18	15	12	35	20	36	263	15.33%
Fosse, Sam	1	3	1	6	5	7	5	7	14	12	6	2	69	4.02%
Ganss, Paul	0	0	0	0	0	0	14	22	25	31	26	42	160	9.32%
Griffith, Amanda	1	13	6	20	31	21	16	5	5	11	8	12	149	8.68%
Hall, Emma	4	9	8	10	28	20	27	22	26	29	27	46	256	14.92%
Hardin, Bryan	11	11	18	15	15	15	26	22	20	38	31	24	246	14.34%
Hinrichs, Carley	6	10	3	2	9	12	3	1	0	6	5	13	70	4.08%
Holley, Joshua	1	5	7	6	33	21	20	11	14	18	16	24	176	10.26%
Humston, Tina	43	37	30	42	50	29	43	47	29	59	44	60	513	29.90%
Jaeger, Jeff	8	2	6	9	5	12	12	5	12	9	8	12	100	5.83%
Johnston, Mike	1	5	7	11	8	10	3	0	2	4	0	1	52	3.03%
Jones, Brett	19	31	21	24	22	0	0	0	0	0	16	56	189	11.01%
Kesteloot, Joseph	4	13	9	11	15	20	30	11	21	19	21	21	195	11.36%
Kochanny, Chris	33	23	28	32	40	20	12	21	33	35	29	32	338	19.70%
Kramer, Adam	12	6	5	12	4	5	10	8	8	0	4	0	74	4.31%
Kraxner, Brock	6	5	5	6	6	6	5	2	6	7	4	6	64	3.73%
Langenberg, Sydney	0	0	0	0	1	4	18	32	18	23	24	33	153	8.92%
McAvoy, Kyle	0	0	0	0	1	3	12	21	11	22	6	15	91	5.30%
Messinger, Matt	0	0	0	0	0	0	0	8	5	18	16	34	81	4.72%
Nost, Matt	7	7	2	8	14	12	11	4	9	13	4	5	96	5.59%
Phu, Phuoc (Steven)	13	20	11	7	33	31	23	15	8	16	17	14	208	12.12%
Platz, Brian	58	62	52	55	59	70	39	56	37	77	49	79	693	40.38%
Platz, Weston	11	16	9	10	12	13	9	9	10	17	16	34	166	9.67%
Reasner, Rich	4	1	7	10	6	8	7	5	11	12	0	9	80	4.66%
Rennekamp, Bryan	8	11	14	14	17	12	12	6	10	11	14	20	149	8.68%
Roose, Brianna	27	30	29	20	45	41	22	30	22	39	30	45	380	22.14%
Roose, Lucas	0	0	0	0	0	0	0	44	22	28	24	39	157	9.15%
Rundle, Lucas	13	9	8	6	4	10	3	9	18	13	8	13	114	6.64%
Schekenbach, Sam	0	0	0	0	0	0	0	7	5	6	6	4	28	1.63%
Schmooke, Bill	12	28	22	22	19	19	16	19	22	30	24	23	256	14.92%
Schoening, Austin	6	9	7	6	17	18	8	9	5	0	9	10	104	6.06%
Skubal, Alec	12	24	6	10	30	25	17	17	12	17	7	11	188	10.96%
Smith, Landon	7	5	3	10	10	7	1	12	2	7	8	2	74	4.31%
Van Zante, Jacob	0	0	0	0	0	0	0	6	29	38	13	55	141	8.22%
Vanderploeg, Jessica	0	0	0	0	0	8	6	3	6	7	6	7	43	2.51%
Voparil, Christine	9	17	3	14	18	12	10	12	8	13	11	9	136	7.93%
Voparil, Craig	5	16	12	4	12	9	6	3	7	10	10	9	103	6.00%
Weiler, Jennifer	0	0	0	0	0	0	0	0	0	8	7	7	22	1.28%
White, Austin	5	12	10	9	8	0	2	2	3	10	9	8	78	4.55%
White, Geoffery	14	17	20	33	20	19	20	5	2	24	25	37	236	13.75%
Wichmann, Megan	15	19	6	10	12	11	7	13	8	3	19	16	139	8.10%
Williams, Thadius	5	7	5	18	27	17	24	18	26	19	10	42	218	12.70%

\* Fire Dept. Chaplain



# North Liberty Fire Department 2022 Monthly/YTD Response Report

## Top 5 Calls Made by Members by Month

	Jan	Feb	Mar	Apr	May	Jun
1	Platz 58	Platz 62	Platz 52	Platz 55	Platz 59	Campbell 86
2	Humston 43	Dolezal, Z 44	Humston 30	Humston 42	Campbell 56	Platz 70
3	Campbell 40	Campbell 38	Smith, B 29	Campbell 37	Humston 50	Smith, B 41
4	Kochanny 33	Feeley Humston 37	Kochanny 28	White, G 33	Smith, B 45	Flesner 35
5	Smith, B 27	Sadler 32	Campbell 23	Kochanny 32	Kochanny 40	Phu 31
	Jul	Aug	Sept	Oct	Nov	Dec
1	Humston 43	Platz, B 56	Platz, B 37	Platz 77	Platz 49	Platz 79
2	Platz, B 39	Humston 47	Kochanny 33	Humston 59	Humson 44	Humston 60
3	Campbell 35	Roose 44	Humston Van Zante 29	Campbell 43	Hardin 31	Jones 56
4	Kesteloot 30	Langenberg 32	Hall Sadler Williams 26	Smith, B 39	Roose, B 30	Van Zante 55
5	Burleson Hall 27	Smith, B 30	Ganss 25	Hardin Van Zante 38	Kochanny 29	Hall 46

2022- Top 5 Calls Made by Year-To-Date		
1	Platz	693 40.38%
2	Humston	513 29.90%
3	Campbell	424 24.71%
4	Roose, B	380 22.14%
5	Kochanny	338 19.70%

# Joint Emergency Communications Services Association

## FY2022 Annual Report



# Table of Contents

---

Message from Executive Director.....	3
Vision/Mission/Purpose.....	4
Overview.....	5
Policy Board of Directors/Organizational Chart.....	6
Personnel Allocation.....	7
Training and Events.....	8
Statistics.....	9
Telecommunications.....	14
Emergency Medical Dispatch.....	15
Frequently Asked Questions.....	16
911 or 988 - Mental Health and Addiction Emergency or Crisis?.....	17
Budget Summary.....	18

# Message from Executive Director

---

January 17, 2023

Dear Policy Board and 28E member entities;

I am pleased to present the Fiscal Year 2022 Annual Report of the Joint Emergency Communications Center. This report contains 12 months of statistics for fiscal year 2022.

Our public safety responders and the citizens of Johnson County continue to depend on our services and team as we continue to navigate the challenges post COVID-19. We face the same staffing challenges that centers across the state are facing and our agency's top priority continues to be focusing on our staff and ensuring reliable, accurate, and timely emergency dispatch services.

As we look ahead into fiscal year 2023; we will be preparing to receive calls from the National Suicide Prevention Hotline 988 that went into effect in July 2022. As we prepare to receive calls from 988 we will also be focusing on new procedures for diverting 911 calls to 988 that can be appropriately handled by mobile crisis teams. We are committed to working together on a local level to make sure that the appropriate resources are sent to those who need them.

In fiscal year 2022; there was an overall decrease of 16,330 total emergency and non-emergency telephone calls received (~12%) over fiscal year 2021. We experienced an 9% increase in the number of calls for service created compared to fiscal year 2021. We saw NG911 (combined wireline and wireless 911) call volume decrease by approximately 22% over fiscal year 2021. We experienced an approximate 66% increase in Text to 911 messages. We experienced a 24% increase in calls to the Alarm line and an 8% decrease in non-emergency call volume compared to fiscal year 2021.

In closing, we look forward to another year and the new challenges presented to us as we continue to proudly serve our public safety partners, communities and residents of Johnson County.

Sincerely,

Tom Jones  
Executive Director

# Vision

---

To serve and support the public safety communications needs of our customers in the most efficient and responsive manner possible.

# Mission Statement

---

To provide all residents of Johnson County a single answering point for processing their calls for emergency and non-emergency assistance for police, fire, medical and general service responders. To provide primary communications for all public safety agencies responding within our jurisdictional boundaries through use of 2-way radios, telephones and/or teletype equipment. To maintain up-to-date and continuous training for all employees to insure prompt, professional and efficient services.

# Services Provided by the JECC

---

- Enhanced Wireless and Wireline 911 services to all Citizens of Johnson County.
- Radio Communications/Computer Aided Dispatch to 5 Law Enforcement Agencies.
- Radio Communications/Paging Communications/Computer Aided Dispatch to 15 Fire Departments, Johnson County Ambulance Service and Johnson County HAZMAT team.
- Radio Communications only to the following:
  - University of Iowa Department of Public Safety
  - Iowa Department of Corrections High Risk Unit
  - U.S. Army Corps of Engineers
  - Iowa DNR-Lake McBride and Conservation
  - Johnson County Conservation
  - UIHC
  - Mercy Hospital
  - VA Hospital
  - North Liberty Public Works
  - Coralville Public Works
  - Johnson County Secondary Roads
  - University of Iowa Parking and Transportation
- Activates and monitors the Johnson County Outdoor Warning Systems.
- Notification and monitoring point for Severe Weather activity for the National Weather Service-Quad Cities
- Alert Iowa

# Overview

---

The Joint Emergency Communications Center of Johnson County (JECC) is the clearing house for all 9-1-1 calls and all Emergency Communications for Johnson County. With nearly 152,854 citizens (2020 US Census estimate), Johnson County is Iowa's fourth most populated county and covers 623 square miles.

In 2009, Johnson County installed the first Harris P25 Trunked IP Linear Simulcast System in the State of Iowa. The seven (7) site radio system has approximately 967 Mobile and Portable Public Safety Radios in addition to approximately 500 non-public safety radios operating on its system throughout Johnson County. The JECC system shares radio communications resources with 17 counties in Central and Eastern Iowa along with connectivity to the Iowa Interoperable State-wide communications system (ISICS). Johnson County also houses three (3) Federal Interop repeated talkgroups for interoperable communications. The JECC serves as the epicenter for emergency communications for all citizens of Johnson County.

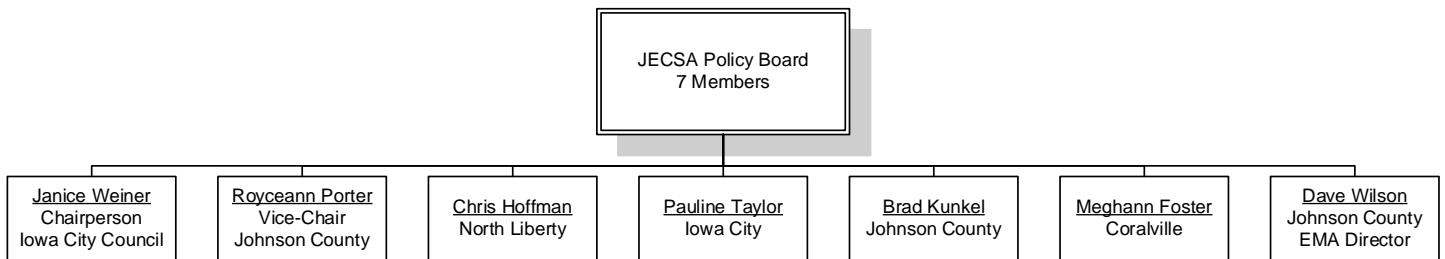
The JECC serves the public 24 hours a day, 7 days a week, and 365 days a year with specially trained dispatchers to answer all emergency calls for assistance. These operators receive and/or transmit emergency telephone, radio, alarm, and other types of data over multiple computer systems, then analyze it in a timely manner for the purpose of relaying the information between citizens and first responders during emergencies in order to preserve life and property.

Another important responsibility of Emergency Communications Personnel is the accurate entry and removal of wanted persons, articles and vehicles in NCIC. This includes providing, on demand, the results of NCIC queries made by field units.



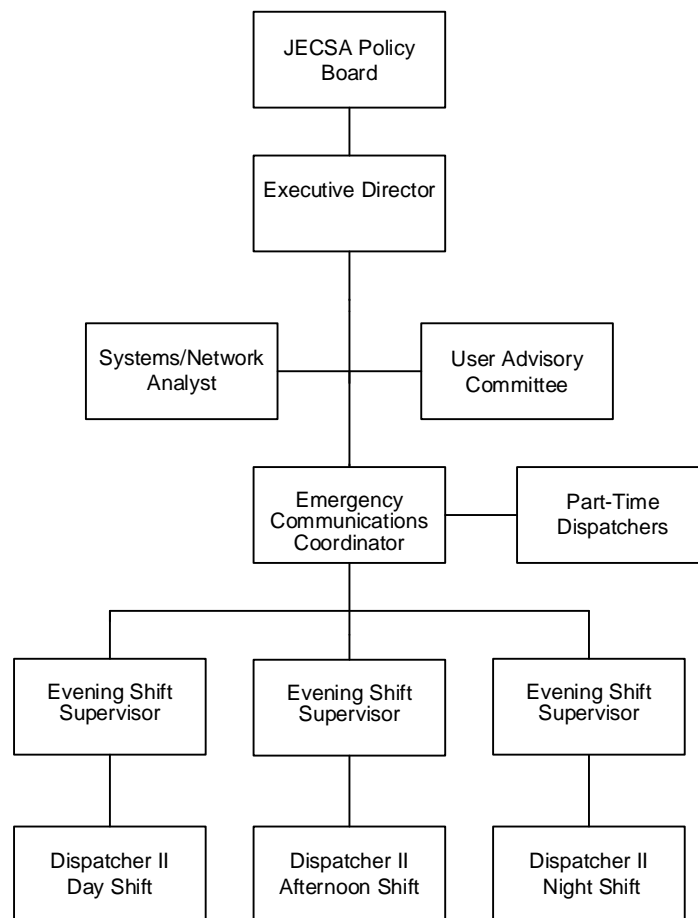
# Joint Emergency Communications Services Association Policy Board of Directors

---



## Joint Emergency Communications Center (JECC) Organizational Chart

---



# Personnel Allocation – FY2022

---

<b><u>Job Title</u></b>	<b><u>Management</u></b>	<b><u>Administrative</u></b>	<b><u>Operations</u></b>	<b><u>Total</u></b>
Executive Director	1			1
Dispatch Operations Manager	1			1
Evening Shift Supervisor	1			1
Systems/Network Analyst		1		1
Dispatcher II			27	27
			Total	31

# Training and Events

---

**The dedicated 911 Dispatch Staff continue to promote the 911 Center in a positive way through participation in a number of volunteer events:**

- UIHC Emergency Medicine Resident Training Program
- North Liberty Kids for Kites Event
- Partner in UIHC EMS Fellowship Program
- HACAP Adopt a Family for Christmas

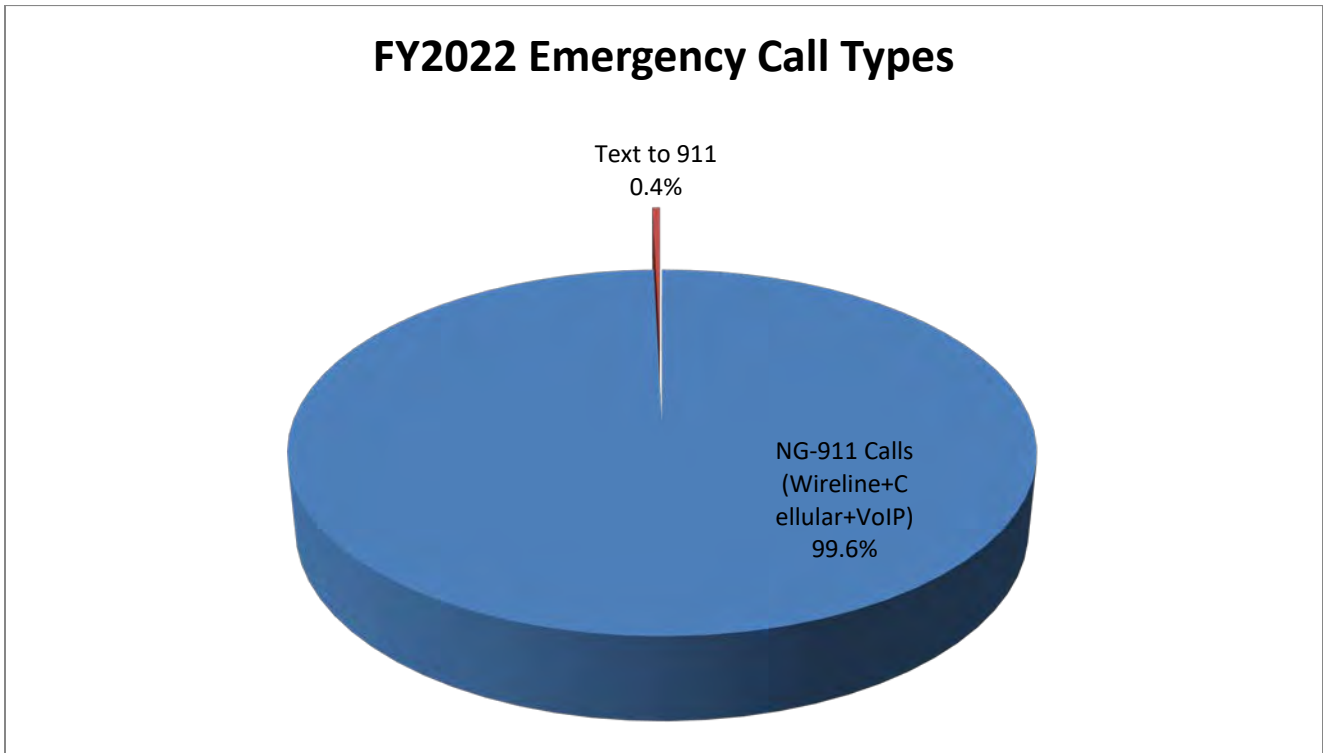
**The 911 Dispatchers took advantage of a number of training opportunities in fiscal year 2022 including:**

- Iowa Law Enforcement Academy – De-Escalation for Dispatchers
- APCO/NENA Spring Conference
- APCO/NENA Fall Conference
- CJIS Training
- Police Legal Sciences
- RAVE – Emergency Communications Network
- Zetron Max Training
- Emergency Medical Dispatch Certification Class
- Basic Iowa System Training
- State of Iowa – ISICS Training
- State of Iowa – Iowa System Guide
- State of Iowa - 40 Hour Dispatch Class
- State of Iowa – Criminal History and Re-Dissemination
- CPR Re-Certification
- RapidSOS Training
- ProQA Training
- IAED Learning Portal Training
- EMD CDE – Understanding Overdose/Poisoning
- EMD CDE – Traffic/Transportation Incidents
- EMD CDE – Precise Language Matters
- EMD CDE – Assault/Sexual Assault Incidents
- EMD CDE – PAI Target Tool
- EMD CDE – Repetitive Persistence
- EMD CDE – Inaccessible Incident/Entrapments
- EMD CDE – Aspirin and ASA Diagnostic Tool
- EMD CDE – Abdominal Pain
- EMD CDE – Case Entry Gender Selection
- EMD CDE – Allergies/Envenomations
- EMD Journal – “Clearly Dead?”
- EMD Journal – “Mechanism of Injury”
- EMD Journal – “Post-Dispatch Instructions in AQUA”
- APCO Journal – “Stress in the ECC”
- APCO Journal – “Critical Decision Points”
- NENA Journal – “Effective Call Taking”
- NENA Journal – “Address Verification”

# Statistics – FY2022

---

This summary shows the total of Emergency 911 calls received in fiscal year 2022.

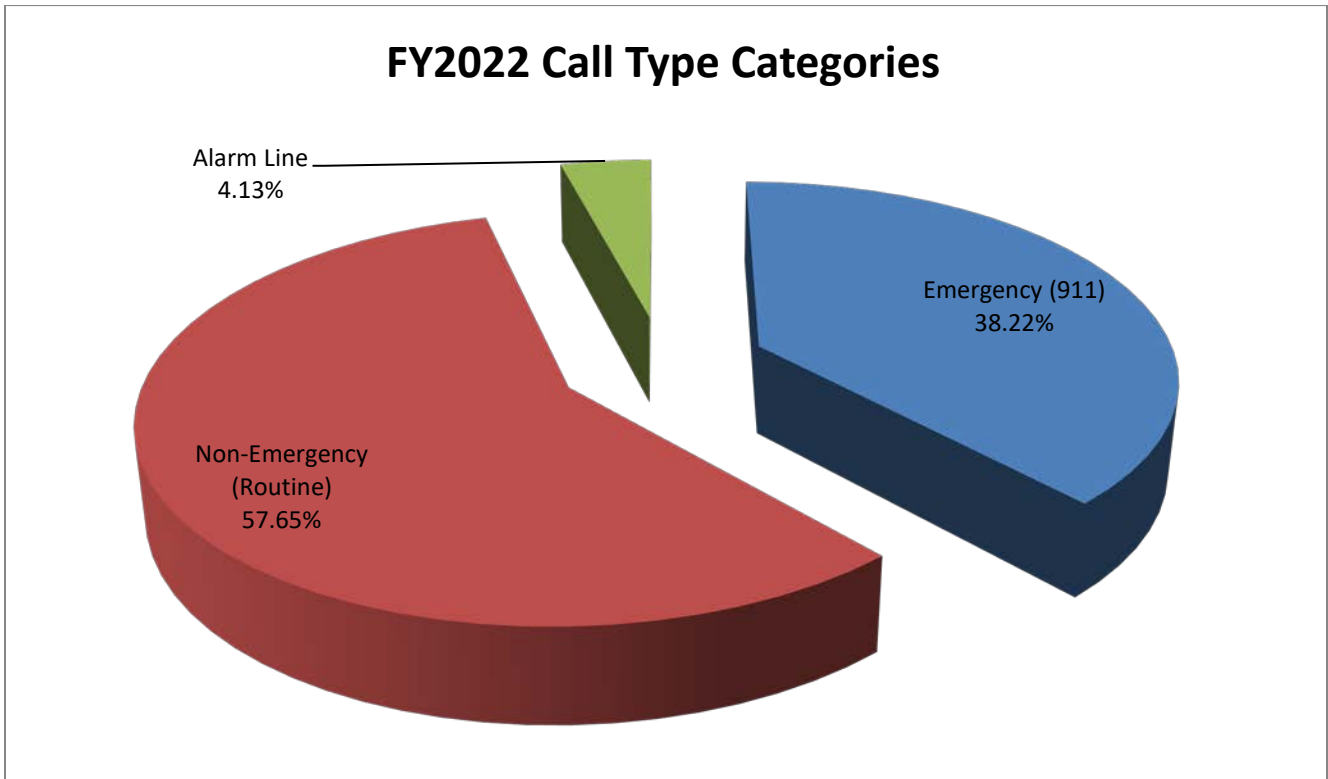


Call Type	Total	Percent
NG-911 Calls (Wireline+Cellular+VoIP Combined)	50,065	99.6%
Text to 911	203	0.4%
Total	50,268	100%

This summary shows the overall total of emergency call types received. In FY22 there was an 22% decrease in the total number of emergency call types received over FY21.

# Statistics – FY2022

This summary shows the total call volume for all call types received in fiscal year 2022.

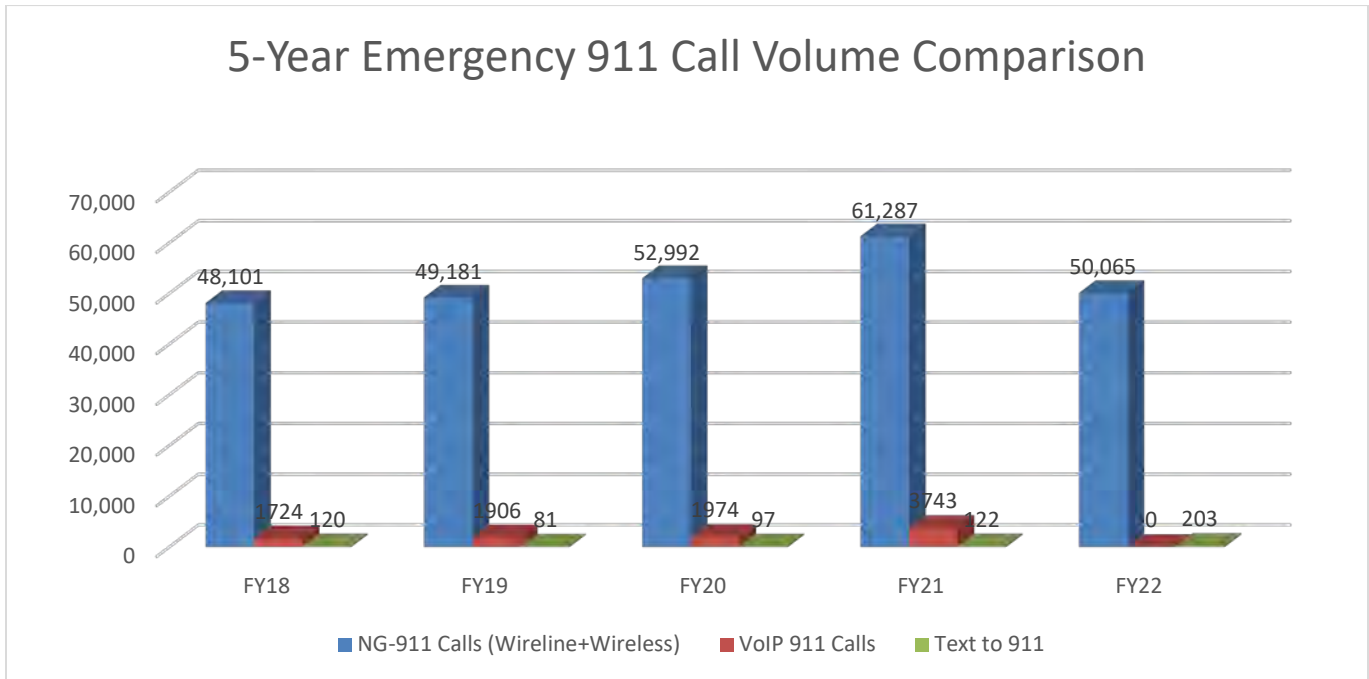


Categories	Volume	Percent
Emergency (911 & Text-911)	50,268	38.22%
Non-Emergency (Routine)	75,826	57.65%
Alarm Line	5,434	4.13%
<b>Total</b>	<b>131,528</b>	<b>100%</b>

This summary shows the overall total volume and percentage of call types received in fiscal year 2022. There was an overall 12% decrease of total calls received over Fiscal Year 2021.

# Statistics – FY2022

This chart shows a comparison of 911 call volume for the past 5 years.



Call Type	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>
NG-911 (Wireline+Cellular)*	48,101	49,181	52,992	61,287	50,065
VoIP 911 Calls	1,724	1,906	1,974	3,743	N/A
Text to 911	120	81	97	122	203
<b>Totals</b>	<b>49,945</b>	<b>51,088</b>	<b>55,063</b>	<b>65,152</b>	<b>50,268</b>

\*VoIP 911 calls are now included in NG911 statistics.

We experienced an approximate 18% decrease in overall 911 call volume compared to fiscal year 2021. There was an approximate 66% increase in text to 911 messages received over fiscal year 2021. In FY22 we received the highest volume of Text-911 messages over previous years.

Throughout the year, the JECC continued to receive its highest volume of phone calls between the hours of 1000 and 1800. The 1500 hour (3:00 p.m.) continues to be the peak hour of the day for the most calls per hour.

# Call Taking Standards

---

A ringing 9-1-1 line is considered the highest priority until proven otherwise. Quick reaction and answer time is essential.

In FY2022, the call answering standards were adjusted to the below recommendations. We continue to meet the National Emergency Number Association (NENA) Call Answering Standard Recommendation of:

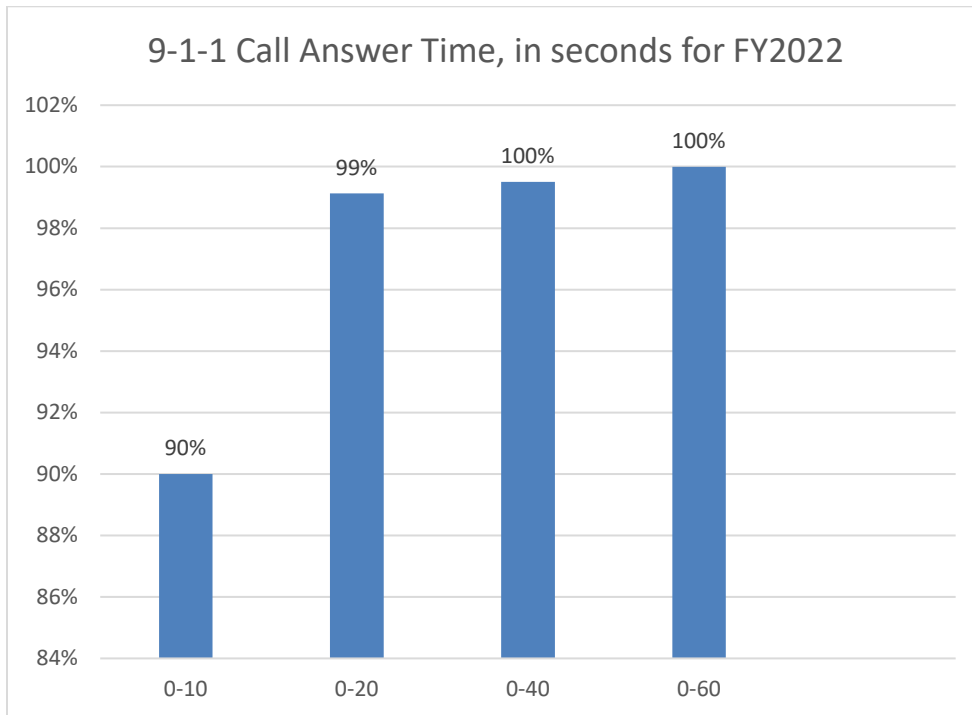
- 90% of all 9-1-1 calls shall be answered within fifteen (15) seconds.
- 95% of all 9-1-1 calls shall be answered within twenty (20) seconds.

*JECC dispatchers answered 90% percent of 9-1-1 calls within ten (10) seconds.*

*JECC dispatchers answered 99% percent of 9-1-1 calls within twenty (20) seconds.*

*The average call answer time was six (6) seconds for all 911 calls answered.*

From time to time there are situations that are out of our control that can affect our call answering time. These situations include times where simultaneous emergency lines ring into the center and there are more lines ringing than there are staff to answer them. This is very common when accidents along the interstate occur and during severe weather events.

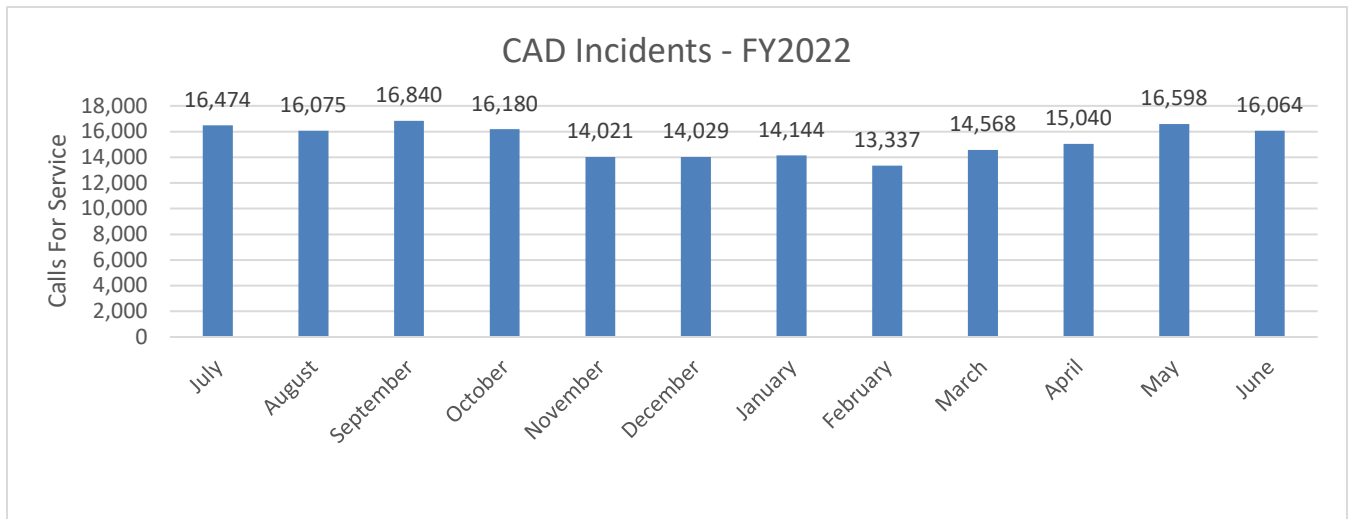


\*In FY22 the average time length of a 911 call was 2 minutes and 15 seconds and a non-emergency call was 1 minute and 31 seconds.

# Statistics – Calls for Service/Dispatch Actions

In the same way that the JECC tracks the number of calls received during the fiscal year, dispatch actions in the Computer Aided Dispatch (CAD) system are also tracked. These actions include those initiated by dispatchers who communicate directly with officers in the field, traffic stops, officer-initiated on-view incidents and both routine and emergency calls into the communications center.

This activity resulted in the creation of 183,370 Computer Aided Dispatch (CAD) incidents processed by JECC staff in fiscal year 2022. This was an approximate 9% increase in the number of calls for service that were created in fiscal year 2021. The Joint Emergency Communications Center professionally handles calls for 21 Public Safety Agencies throughout Johnson County and surrounding counties.



	LAW ENFORCEMENT		FIRE/MEDICAL		COMBINED ACTIVITY	
	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative Total
July	13,925	13,925	2,549	2,549	16,474	16,474
August	13,391	27,316	2,684	5,233	16,075	32,549
September	14,049	41,365	2,791	8,024	16,840	49,389
October	13,388	54,753	2,792	10,816	16,180	65,569
November	11,504	66,257	2,517	13,333	14,021	79,590
December	11,404	77,661	2,625	15,958	14,029	93,619
January	11,475	89,136	2,669	18,627	14,144	107,763
February	10,976	100,112	2,361	20,998	13,337	121,100
March	11,930	112,042	2,638	23,626	14,568	135,668
April	12,305	124,347	2,735	26,361	15,040	150,708
May	13,749	138,096	2,849	29,210	16,598	167,306
June	13,277	151,373	2,787	31,997	16,064	183,370
TOTAL	151,373	151,373	31,997	31,997	183,370	183,370

\*The number of calls for service processed are not a direct result of the number of telephone calls that we receive.



# Telecommunications

---

The heaviest volume of calls that we receive continue to come in on the non-emergency number (319) 356-6800. Please remember that 911 should only be used for true emergencies. 911 lines are dedicated telephone lines that provide emergency dispatchers with the ability to see phone numbers, addresses, and names to assist them in pinpointing a caller's location. This is called Automatic Location Identification or ALI. We also continue to explore new technologies and Next Generation 911 (NG911) services such as receiving text messages to keep up with the technological advances in the field of 911 communications.



## Callers with Language Barriers

---

The Joint Emergency Communications Center utilizes Language Line Services to assist dispatchers with over-the-phone translation services in over 200 different languages for non-English speaking callers. Our call takers conference in the caller

<u>Language</u>	<u># of Calls</u>	<u>Total Minutes</u>
Spanish	93	622
French	27	215
Swahili	8	116
Arabic	3	17
Bosnian	2	9
Mandarin	1	4
<b>Total</b>	<b>134</b>	<b>983</b>

with a translator to assist them with information gathering from the caller to determine what type of emergency they are reporting. This service is accessed by calling an 800 number with the caller on the line and you are connected to a translator within minutes. In fiscal year 2022, we had 134 total calls to the Language Line utilizing six (6) different languages for a total of 983 minutes. We also saw the total minutes increase from 957 in FY21 to 983 in FY22.

## Communications with Impaired Callers

---

The Joint Emergency Communications Center personnel are trained to answer and process calls from TTY users. Deaf, hearing and/or speech impaired callers receive the same level of service from our telecommunicators. Personnel use a TTY system that is integrated into the phone system to process these calls and then relay the information to the appropriate agency for the emergency type and location. Text to 911 is also supported at the JECC and is a great resource for the hearing impaired when reporting emergencies.

# Emergency Medical Dispatch

The Joint Emergency Communications Center (JECC) utilizes the Priority Dispatch Emergency Medical Dispatch Program (EMD) to handle requests for emergency medical assistance. All of our dispatchers are EMD certified. The EMD program directs the dispatcher to ask the caller a series of questions based on the nature of the medical emergency. This enables the dispatcher to determine the most appropriate medical response priority. EMD also provides written Post-Dispatch and Pre-Arrival instructions to give to callers when appropriate and possible.

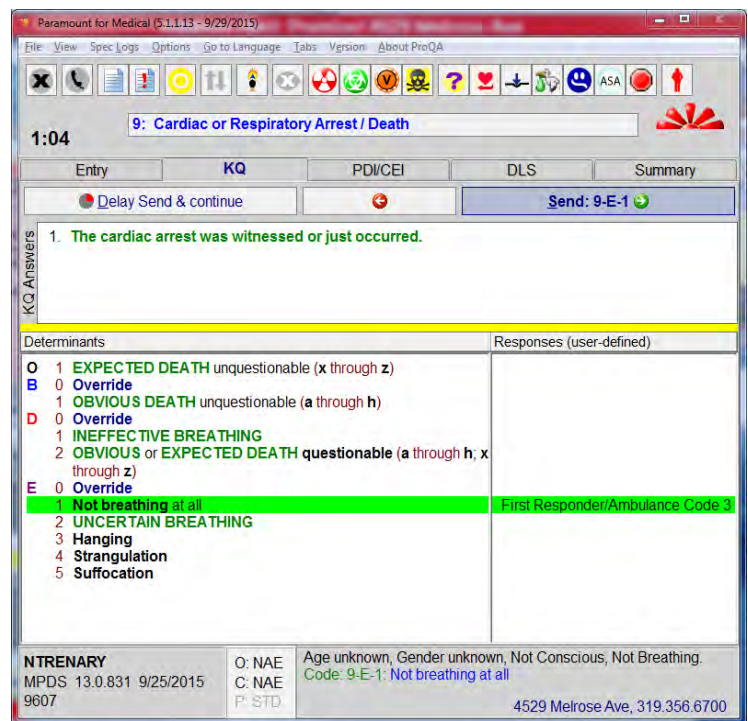
Since 2015, the JECC has used ProQA, which is the computerized version of the Emergency Medical Dispatch protocols. ProQA helps emergency dispatchers move smoothly through the protocols and assists in quickly identifying the appropriate response code for each case. It also guides dispatchers in providing all relevant Post-Dispatch and Pre-Arrival Instructions, as well as important case completion information.

In conjunction with ProQA we also use the AQUA Quality Assurance/Improvement program. All certified EMD dispatchers receive ongoing feedback on their performance based on guidelines established by the National Academies of Emergency Dispatch and EMS, Inc. The purpose of Quality Assurance is to provide a non-punitive means of assisting staff in maintaining a high level of performance.

AQUA automates the entire emergency dispatch case review process and assists in data entry, compliance scoring, record keeping and reporting. With AQUA, we can measure and document the quality of service that our call takers are providing to callers while also evaluating our level of compliance to International Academies of Emergency Dispatch (IAED) standards.

Since our migration to ProQA and the use of AQUA, we have seen the compliance level for the Center rise to 89% as of June of 2022. Our goal is to attain a compliance level of 90% in order to achieve accreditation through IAED. An accreditation through the Academy would show that the JECC meets and exceeds the highest national standards for Emergency Medical Dispatch. It also shows that the JECC will provide the highest level of care and professionalism to the communities we serve.

Our staff receives individual and group training and education throughout the year based on the overall findings of these reviews. All staff also has access to a variety of self-education tools to help them maintain their skills. In order to maintain their certification with the EMD program, all staff is required to recertify every two years. This includes the successful completion of a written examination, twenty-four (24) hours of training and CPR certification.



# Frequently Asked Questions

---

Why am I asked so many questions?

Once a citizen is connected to 9-1-1, the Telecommunicator follows a standard set of questions. If the caller is requesting an ambulance or the fire department, protocols are used that are based on a system that is used by many centers worldwide. This is a state-of-the-art emergency dispatch protocol that meets or exceeds all standards established by the US Department of Transportation and International Academies of Emergency Dispatch. It includes the following:

- What is the address of the emergency?
- What is the phone number you are calling from?
- Okay, tell me exactly what happened.
- What is your name and address?

The protocol also provides instructions to relay to the caller in life-threatening situations, such as CPR or how to control bleeding.

Are these questions delaying help being sent?

No, the questions ensure the appropriate response is sent and provides critical information to the responders. Often police and/or fire/EMS department personnel are dispatched after obtaining the location & problem, and the call-taker will continue to ask questions or provide instructions while the responders are en route.

What should I do if I call 9-1-1 by accident?

Please, stay on the line and inform the Telecommunicator that you misdialled. When you hang up, it creates additional work for the Telecommunicator. The Telecommunicator will have to call back to determine if there is a problem and even potentially send out police, fire, or EMS responders. Letting the Telecommunicator know it was a misdial saves time and resources.

Can I text to 9-1-1?

The JECC accepts text to 9-1-1. In the event text to 9-1-1 is not available you will receive a bounce back message indicating to make a voice call. You should only text to 9-1-1 if you are unable to make a voice call. If you do not receive a response for a text to 9-1-1 call, make a voice call.

General Information

- 9-1-1 should not be used to report utility outages (power, gas, cable, etc), contact your provider.
- When Outdoor Warning Sirens are activated, seek shelter immediately. There is no “All Clear” siren or signal. In a weather event when a watch/warning expires, you must determine based on observations and information if it is safe to leave your place of shelter. Please do not call 9-1-1 unless you are reporting a life-threatening situation or hazardous conditions. As a reminder, sirens are tested the first Wednesday of the month at 10am.

# 911 or 988 - Mental Health and Addiction Emergency or Crisis?

---

## **Mental Health and Addiction EMERGENCY - 911**

A mental health and/or addiction emergency is a life-threatening situation. An immediate response from law enforcement or medics is needed. A person may be actively trying to harm themselves or someone else. In other situations, a person may be out of touch with reality, be unable to function properly, or may be out of control.

Examples of mental health and addiction emergencies are:

- Active suicide threat.
- Threatening harm to self or others.
- Self-injury that needs medical attention.
- Severe intoxication.
- Inability to care for oneself.
- Apparent drug overdose.

If someone is having a mental health and/or addiction emergency, CALL 911.

What to expect when you call 911:

- A dispatcher will answer your call and ask about your emergency.
- Local law enforcement or paramedics will be sent to your location.
- In some cases, a crisis intervention team will accompany law enforcement.
- You will get help dispatched immediately.
- You may be transferred to 988, if appropriate.

## **Mental Health and Addiction CRISIS – 988**

A mental health and/or addiction crisis is not a life-threatening situation. Intervention may be possible without an immediate response by law enforcement or medics. A person may be thinking about hurting themselves or someone else or may be extremely emotionally upset or distressed.

Examples of a mental health and addiction crises are:

- Talking about suicide or planning to harm oneself.
- Talking about harm to self or others.
- Self-injury that doesn't need immediate medical attention.
- Overuse of alcohol or other drugs.
- Extreme depression, anxiety, or other mental illness symptoms.

If someone is having a mental health and/or addiction crisis, CALL 988.

What to expect when you call 988:

- A trained professional will answer your call.
- The professional will ask you to describe your crisis.
- In many cases, the professional will assist you over the phone and link you to additional care as necessary.
- In some cases, a mobile team will be sent to your location.
- If necessary, the person experiencing a crisis will be taken to a stabilization facility.
- You may be transferred to 911, if needed.

# Budget Summary - FY2022

The total approved operating budget for Fiscal Year 2022 was \$4,661,251.00

