



**North Liberty City Council  
Regular Session  
April 23, 2024**



# **City Administrator Memo**



To **Mayor and City Council**  
From **Ryan Heiar, City Administrator**  
Date **April 19, 2024**  
Re **City Council Agenda April 23, 2024**

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### Consent Agenda

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

- City Council Minutes (04/09/24\* & 04/11/24)
- Pay Application #3, Streets & Maintenance Facility Remodel, Peak Construction Group Inc., \$110,624.33
- Change Order #4, City Hall Project, City Construction, \$25,118\*\*
- Claims

*\*Two sets of minutes are included for 04/09/24. One for the budget meeting and the other for the regular meeting.*

*\*\*This change order includes enhancements in the IT room that were requested by staff, additional plywood installed under the soffit and painted black for a cosmetic cover, the installation of an electrical floor box after the floor was poured (expenses paid for by Shive Hattery), two TV's as part of the AV system in Room 41/91, upgraded door lock cores on the interior doors at the request of staff, speaker revisions in Room 41/91, and two credits totaling \$9,373. Project changes to date total just under \$73k.*

### Meetings & Events

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

Thursday, May 2 at 7:00p.m.  
Parks & Recreation Board

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

Tuesday, May 14 at TBD  
City Council

### North Liberty Community Pantry

Ryan Bobst, Director of the North Liberty Community Pantry, will be in attendance Tuesday to discuss the Pantry's upcoming building project and request a \$100k contribution from the City to help fund the construction project. Additional information about the project and request can be found within the packet.

If the City Council is amenable to contributing to the NLCP project, staff recommends funds remaining in the ARPA account be used for the project. As depicted below, there is \$245k allocated for unidentified social service projects. This project would fit appropriately within that category. If funding is approved, an agreement will be presented at the May 14 meeting.

<b>American Rescue Plan Act (ARPA) Allocation</b>							
<b>Coronavirus State &amp; Local Fiscal Recovery Funds</b>						<b>AWARDED</b>	<b>REMAINING</b>
						\$ 2,906,110	\$ 561,610
<b>Projects Funded</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>	<b>POTENTIAL</b>	
1. Domestic Violence Intervention Program	\$ 25,000				\$ 25,000		
2. North Liberty Community Pantry	\$ 100,000				\$ 100,000		
3. City Social Services Grants		\$ 150,000	\$ 155,000		\$ 305,000		
4. Storm Water GIS		\$ 200,000			\$ 200,000		
5. Centennial Park			\$ 1,000,000		\$ 1,000,000		
6. Ranshaw House Furnishings			\$ 40,000		\$ 40,000		
7. Affordable Housing Program			\$ 400,000		\$ 400,000		
8. Workforce Housing Program					\$ -		
9. Social Service Support					\$ -		\$ 245,000
10. Liberty Centre Pond Repairs				\$ 132,000	\$ 132,000		
11. Leaf Vac Trailer				\$ 142,500	\$ 142,500		
12. Other					\$ -		
<b>Total</b>	<b>\$ 125,000</b>	<b>\$ 350,000</b>	<b>\$ 1,595,000</b>	<b>\$ 274,500</b>	<b>\$ 2,344,500</b>		<b>\$ 245,000</b>
General Fund Transfer	\$ -	\$ 275,000	\$ 155,000	\$ -			\$ 316,610
Equipment Revolving Transfer	\$ -	\$ -	\$ -	\$ 142,500			<b>BALANCE</b>
Stormwater Capital Transfer	\$ -	\$ -	\$ -	\$ 132,000			

## Northridge Rezoning

Northridge 2-4, LLC is requesting a zoning map amendment from ID Interim Development to RS-4 Single-Unit Residence District on 5.36 – northeast corner of North Liberty Road and Oak Lane NE – to facilitate development of 2 single-unit home sites. Notably, the Iowa City Development Board unanimously approved annexation of this property at its April 10, 2024 meeting. This annexation becomes effective after the 30-day appeal period, which would be prior to the City Council’s third consideration of the rezoning ordinance. Due to access restrictions, a single driveway access is planned on North Liberty Road for both home sites. Oak Lane NE is not planned as an access due to it being a private road, which would necessitate the granting of a waiver from the Subdivision Ordinance. A virtual good neighbor meeting was held on March 12, 2024. No one outside of City staff and the applicant attended the meeting. Although outside the normal notification boundary, staff contacted representatives of the Fjords North Subdivision and informed them of the request and the meeting. There are no objections to the request. The Planning Commission unanimously recommended approval of the rezoning at its April 2 meeting. Staff also recommends approval.

## SEATS Same Day Service Agreement

Johnson County intends to continue to subsidize this additional SEATS service through October of this year, or until funds are exhausted, whichever comes first. The structure of this agreement remains the same as the previous, with the only change being the dates. Staff recommends approval of the agreement.

## Centennial Park Project

The agenda includes a public hearing and resolution approving the plans and specifications for the Centennial Park Phase 1 project, which includes the events center, stage, and necessary paving and utilities. Construction costs are estimated at \$8.65 million, with work to start in July, just after Blues and BBQ. The bid opening date is set for May 14. The construction plans are in excess of 100 pages and available at the library for review. Exterior and interior images and a floor plan of the final design are included in the packet. Staff recommends approval of the plans and specifications.

## Greenbelt Trail Developer's Agreements – Parts 3 and 4

The City has negotiated terms for the installation of public improvements for the Greenbelt Trail Part 3 and Greenbelt Trail Part 4 subdivisions. In addition to the usual amenities, the subdivisions contemplate the construction of a pedestrian and bicycle trail which will serve as a connection between Dubuque Street and North Liberty Road, and to a future elementary school. The City will bear the costs for the installation of the westernmost segment of that trail (Outlot L in Part 4), at an estimated cost of \$80k, so as to facilitate its prompt construction. Staff recommends approval of both agreements.

## FY25 Budget

The first of two required public hearings for the FY25 budget was held at the April 9 Council meeting. The second hearing and resolution of approval were supposed to be on this agenda; however, staff was informed earlier this week that the Cedar Rapids Gazette failed to publish the public hearing notice. Staff immediately contacted the Department of Management to determine the most appropriate corrective action. As a result, staff has filed a budget extension request with the state and will request publication of the public hearing notice for a May 14 public hearing. After the hearing and anticipated approval by the City Council, staff will file the budget with the state.

## Micromobility Devices (E-Scooter) Ordinance

Staff is seeing more and more electric, non-bicycle type devices on the City's streets, sidewalks and trails. These devices include, but are not limited to, e-scooters, e-skateboards, e-unicycles, etc. In an effort to regulate these devices for the safety of the users, pedestrians, and other right-of-way users, staff recommends amending Chapter 76 of the City Code to include provision regarding electric micromobility and personal assistive devices. The amendment adds definitions and outlines requirements for the use of these devices on public rights-of-way. Some of the more significant regulations in the

proposed ordinance include maximum speed, use of lights, and areas of operation. Staff recommends approval of the ordinance amendment.



# **Agenda**



**CITY COUNCIL**

April 23, 2024

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, Special Session, April 9, 2024
  - B. City Council Minutes, Regular Session, April 9, 2024
  - C. City Council Minutes, Special Session, April 11, 2024
  - D. City Hall Project Change Order #4, City Construction, \$25,118.00
  - E. Streets Interior Remodel Project, Pay Application Number 3, Peak Construction, \$110,624.33
  - F. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
  - A. Arbor Day Proclamation
9. Council Reports
10. North Liberty Community Pantry
  - A. Presentation regarding proposed new facility
11. North Ridge Part Four Rezoning
  - A. Public Hearing
  - B. Staff and Commission recommendations
  - C. Applicant Presentation
  - D. First consideration of Ordinance Number 2024-03, First Consideration of an Ordinance amending the Zoning Map District Designation for Certain



Property located in North Liberty, Iowa from ID Interim Development District to RS-4 Single-Unit Residence District

12. Centennial Park Event Complex Phase 1
  - A. Public Hearing regarding proposed plans, specifications, and estimate of cost
  - B. Resolution Number 2024-41, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Centennial Park Event Complex Project, Phase 1
13. Greenbelt Trail Subdivision
  - A. Resolution Number 2024-42, A Resolution approving the Developer's Agreement for Greenbelt Trail Subdivision, Part Three, North Liberty, Iowa
  - B. Resolution Number 2024-43, A Resolution approving the Developer's Agreement for Greenbelt Trail Subdivision, Part Four, North Liberty, Iowa
14. SEATS Same Day On Demand Transit Services
  - A. Resolution Number 2024-44, A Resolution approving the Contract for Same-Day On-Demand Transit Services between Johnson County SEATS and the City of North Liberty
15. FY 25 Budget
  - A. Resolution Number 2024-45, A Resolution setting the Time and Place for a Public Hearing for the Purpose of considering the Fiscal Year 2024-2025 Budget
16. Micromobility Devices (E-Scooter) Ordinance
  - A. Third consideration and adoption of Ordinance 2024-02, An Ordinance amending Chapter 76 of the North Liberty Code of Ordinances concerning the operation of electric personal assistive and micromobility devices
17. Old Business
18. New Business
19. Adjournment



# **Consent Agenda**

**City Council**

April 9, 2024

Special Session – Tax Levy Rate Hearing

**Call to order**

Mayor Hoffman called the April 9, 2024, Special Session of the North Liberty City Council to order at 6:00 p.m. in Council Chambers at 1 Quail Creek Circle. Councilors present: Brian Leibold, Paul Park, Erek Sittig, and Brian Wayson; absent – Brent Smith.

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

**Approval of the Agenda**

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

**FY 25 Budget**

Mayor Hoffman opened the public hearing regarding the proposed Tax Levy Hearing for the FY 2024-25 City of North Liberty Budget at 6:01 p.m. Pat Anderson, Rachael Street, offered feedback on the increase in property taxes. Mary Vance, Arlington Ridge, spoke regarding the document she received regarding the tax levy rate and requested an explanation. Heiar offered a summary explanation of the letter received by the taxpayer. Heiar offered to meet with Vance to help explain as best possible. Vance expressed concerns regarding the form provided to property owners as it is confusing, and the print is too small. The Mayor offered appreciation for residents attending. The public hearing was closed at 6:15 p.m.

**Adjournment**

Sittig moved; Wayson seconded to adjourn at 6:15 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

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

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



**City Council**  
April 9, 2024  
Regular Session

**Call to order**

Mayor Hoffman called the April 9, 2024, Regular Session of the North Liberty City Council to order at 6:30 p.m. in Council Chambers at 1 Quail Creek Circle. Councilors present: Brian Leibold, Paul Park, Erek Sittig, and Brian Wayson; absent – Brent Smith.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Josiah Bilskemper, Kelly Schneider, Angie McConville, Chief Brian Platz, Harold Cameron, and other interested parties.

**Approval of the Agenda**

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

**Consent Agenda**

Park moved, Sittig seconded to approve the Consent Agenda including the City Council Minutes, Regular Session March 26, 2024, Streets & Maintenance Facility – Interior Remodel, Pay Application Number 2, Peak Construction, \$55,979.32; Liquor License Application, Rayo Mexican Bar & Grill; Liquor License Application, Izumi Sushi & Hibachi; Liquor License Renewal, Bluebird Café; Liquor License Renewal, Revitalize U, and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

**Public Comment**

No public comment was offered.

**City Engineer Report**

City Engineer Bilskemper reported on the City Hall Construction Project, the Streets and Maintenance Facility Remodel Project, the Centennial Park Events Facility Project, and the North Liberty Road Trail Project. Council discussed the report with Bilskemper.

**City Administrator Report**

City Administrator Heiar reported that the North Liberty Community Pantry will be at the next Council meeting to present their building project. The City sent out new utility bills with the old stormwater rate. New rates will be on the next bills. The City Hall Open House will be held on May 14 before the City Council meeting. Council discussed the report with Heiar.

**Mayor Report**

Mayor Hoffman reported that he met with Youth Council last Thursday night.

**Council Reports**

Councilor Wayson attended Muddy Creek Clean Up and provided an update from FEMA regarding the winter storm. Councilor Leibold attended the Business PM at Staybridge Suites and the St. Thomas More groundbreaking ceremony. Leibold formally recognized the UI basketball team and coaches. Councilor Park attended the Greater IC Coffee Connection and the final Iowa League of Cities Municipal Training. He reported on the Urban Acres donation for the Centennial Center.

### **Trip Connect Presentation**

Kelly Schneider, Johnson County Mobility Coordinator, presented information on the program that will increase transportation access for employment. Council discussed the presentation with Schneider.

### **Parking Restrictions**

Sittig moved, Park seconded to approve Resolution Number 2024-35, A Resolution approving parking control devices in the City of North Liberty, Iowa. After discussion, the vote was: ayes – Sittig, Leibold, Wayson, Park; nays – none; absent – Smith. Motion carried.

### **FY 25 Budget**

Sittig moved, Wayson seconded to approve Resolution Number 2024-36, A Resolution setting time and place for a Public Hearing for the purpose of considering the Fiscal Year 2024-2025 Budget. The vote was: ayes – Leibold, Park, Wayson, Sittig; nays – none; absent – Smith. Motion carried.

### **Easement Agreement**

Wayson moved, Sittig seconded to approve Resolution Number 2024-37, A Resolution approving the Perpetual Sanitary Sewer Easement and Temporary Construction Easement Agreement between the City of Coralville and the City of North Liberty. After discussion, the vote was: ayes – Wayson, Park, Leibold, Sittig; nays – none; absent – Smith. Motion carried.

### **West Penn Street Project**

Sittig moved, Wayson seconded to approve Resolution Number 2024-38, A Resolution approving Permanent Right of Way Easement and Temporary Construction Easement Agreements between EC Farm, LLC, James Avenue Sod Farm LLC, and the City of North Liberty. After discussion, the vote was: ayes – Sittig, Wayson, Leibold, Park; nays – none; absent – Smith. Motion carried.

### **IMWCA**

Wayson moved, Sittig seconded to approve Resolution Number 2024-39, A Resolution authorizing the City to apply for membership in the Iowa Municipalities Workers' Compensation Association (IMWCA). After discussion, the vote was: ayes – Park, Leibold, Sittig, Wayson; nays – none; absent – Smith. Motion carried.

### **Fire Station #2 Land Acquisition**

Park moved, Wayson seconded to approve Resolution Number 2024-40, A Resolution for approval of Purchase Agreement for property required for the West Side Fire Station Project. After discussion, the vote was: ayes – Park, Leibold, Wayson, Sittig; nays – none; absent – Smith. Motion carried.

**Micromobility Devices (E-Scooter) Ordinance**

Sittig moved, Wayson seconded to approve the second consideration of Ordinance 2024-02, An Ordinance amending Chapter 76 of the North Liberty Code of Ordinances concerning the operation of electric personal assistive and micromobility devices. Leibold moved to amend the ordinance as shown in the packet; Park seconded. The vote on the amendment was: ayes – Sittig, Leibold, Park, Wayson; nays – none; absent – Smith. Motion carried. The vote on the second consideration of the ordinance was: ayes – Park, Leibold, Wayson, Sittig; nays – none; absent – Smith. Motion carried.

**Old Business**

No old business was presented.

**New Business**

No new business was presented.

**Adjournment**

Sittig moved; Wayson seconded to adjourn at 7:19 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

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

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



**City Council**  
April 11, 2024  
Special Session

**Call to order**

Mayor Chris Hoffman called the April 11, 2024 Special Session of the North Liberty City Council to order at 4:00 p.m. Councilors present: Brian Leibold, Paul Park, Erek Sittig, Brent Smith, Brian Wayson; absent –none.

Others present: Ryan Heiar Karen Kurt and the ECICOG team.

**Goal Setting Work Session**

The City Council with the ECICOG team conducted planning and goal setting for 2024 to 2026.

**Adjournment**

Wayson moved, Smith seconded to adjourn at 8:10 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

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

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



# AIA®

# Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
North Liberty City Hall  
North Liberty

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: September 19, 2022

**CHANGE ORDER INFORMATION:**  
Change Order Number: 004  
Date: April 8, 2024

**OWNER:** *(Name and address)*  
City of North Liberty  
3 Quail Creek Circle  
North Liberty, Iowa 52317

**ARCHITECT:** *(Name and address)*  
Shive-Hattery, Inc. 1207650  
2839 Northgate Drive  
Iowa City, Iowa 52245

**CONTRACTOR:** *(Name and address)*  
City Construction  
2346 Mormon Trek Blvd. Suite 2500  
Iowa City, Iowa 52246

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

Add data rack and future WAP sleeve per COR 14 – ADD \$4,515.00

Eliminate Alternate No. 2 Trench Drain per COR 15 – CREDIT –(\$2,977.00)

Bench lighting change per COR 16 - CREDIT –(\$6,376.00)

Install plywood under exterior soffit per COR 17 – ADD \$10,726.00

Add floor box in open office per COR 18 - ADD \$9,996.00

Add TV's per COR 19 – ADD \$5,854.00

Add pendant speakers per COR 20 – ADD \$1,270.00

Provide LFIC IC cores Doors per COR 21 – ADD 2,110.00

The original Contract Sum was	\$ 9,389,509.00
The net change by previously authorized Change Orders	\$ 46,761.00
The Contract Sum prior to this Change Order was	\$ 9,436,270.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 25,118.00
The new Contract Sum including this Change Order will be	\$ 9,461,388.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be the same

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

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

Shive-Hattery, Inc.  
**ARCHITECT** *(Firm name)*  
*Natalie Oppedal*

City Construction  
**CONTRACTOR** *(Firm name)*  
*Matthew Toth*

City of North Liberty  
**OWNER** *(Firm name)*

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

Natalie A. Oppedal, Architect  
**PRINTED NAME AND TITLE**

Matt Toth, Project Manager  
**PRINTED NAME AND TITLE**

Mr. Ryan Heiar, City Administrator  
**PRINTED NAME AND TITLE**

April 8, 2024  
**DATE**

April 8, 2024  
**DATE**

**DATE**



**TO OWNER/CLIENT:**

City of North Liberty  
PO Box 77  
North Liberty, Iowa 52317

**PROJECT:**

023-025 North Liberty Streets and Maintenance  
Facility - Interior Remodel  
437 South Front Street  
North Liberty, Iowa 52317

**APPLICATION NO:** 3**INVOICE NO:** 3**PERIOD:** 04/01/24 - 04/30/24**PROJECT NO:** 023-025**FROM CONTRACTOR:**

Peak Construction Group, Inc.  
660 Liberty Way Unit C  
North Liberty, Iowa 52317

**VIA ARCHITECT/ENGINEER:**

Chris Ciccariello (Shive Hattery)

**CONTRACT DATE:****CONTRACT FOR:** North Liberty Streets and Maintenance Facility**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. Original Contract Sum	\$608,000.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$608,000.00
4. Total completed and stored to date (Column G on detail sheet)	\$221,203.36
5. Retainage:	
a. 5.00% of completed work	\$9,741.42
b. 5.00% of stored material	\$1,318.75
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$11,060.17
6. Total earned less retainage (Line 4 less Line 5 Total)	\$210,143.19
7. Less previous certificates for payment (Line 6 from prior certificate)	\$99,518.86
8. Current payment due:	\$110,624.33
9. Balance to finish, including retainage (Line 3 less Line 6)	\$397,856.81

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Peak Construction Group, Inc.

DocuSigned by:  
By: Steve Oyen Date: 4/15/2024  
2C31A567B16F4EC...

State of:

County of:

Subscribed and sworn to before

me this 4/15/2024

Notary Public:

My commission expires:

DocuSigned by:  
Ashley Roeder  
35B7512BF4FA488...

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED:

\$110,624.33

(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 confirm the amount certified.)

ARCHITECT/ENGINEER:

By: Tom Ciccariello Date: April 17, 2024

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 the rights of the Owner/Client or Contractor under this Contract.



# Mayor Report



# PROCLAMATION

## Arbor Day

**Whereas**, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

**Whereas**, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community; and

**Whereas**, the City of North Liberty has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices; and

**Whereas**, each year Arbor Day is observed by the people of North Liberty, Iowa, with special attention paid to the care and planting of trees; and

**Whereas**, trees— wherever they are planted – are a source of joy and spiritual renewal;

**Now, therefore, be it resolved:** I, Chris Hoffman, Mayor of the City of North Liberty, Iowa, do hereby proclaim April 26, 2024, to be

### **ARBOR DAY**

in North Liberty, Iowa, and encourage all North Liberty citizens to participate in tree planting and nurture, protect and wisely use Iowa's natural wonder of trees so that we will ensure a more beautiful city and state, promoting the well-being of this and future generations.

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**Mayor Chris Hoffman**



# **North Liberty Community Pantry**



# North Liberty Community Pantry

## CAPITAL CAMPAIGN REQUEST

*Help us never turn away a donation of food*



NLCP has unfortunately had to turn away food donations for lack of space, even though it could be distributed to families within 1-2 shifts.



*370 cubic feet Freezer Storage  
April 2024 – Though our freezer is packed, most of this food will be distributed within four weeks*



*650 sq feet Warehouse  
April 2024 – Though our warehouse is stuffed, most of the food on pallets has been distributed in two weeks*

2023

**930**

Families Served

**1,338**

Grocery deliveries

**37,719**

Clothing items distributed

**588,386**

Pounds of food distributed

GROWTH SINCE 2021

**69% increase**

Growing communities, increased inflation, declining government assistance

**593% increase**

Serving families with disabilities and lacking transportation

**454% increase**

Gently used and unsold clothing, plus new socks and underwear

**103% increase**

More families shopping more often



*80 cubic feet Cooler Storage  
January 2024 – We had to keep some food outside temporarily until we had room to store it later that day. This all was distributed in less than one week*

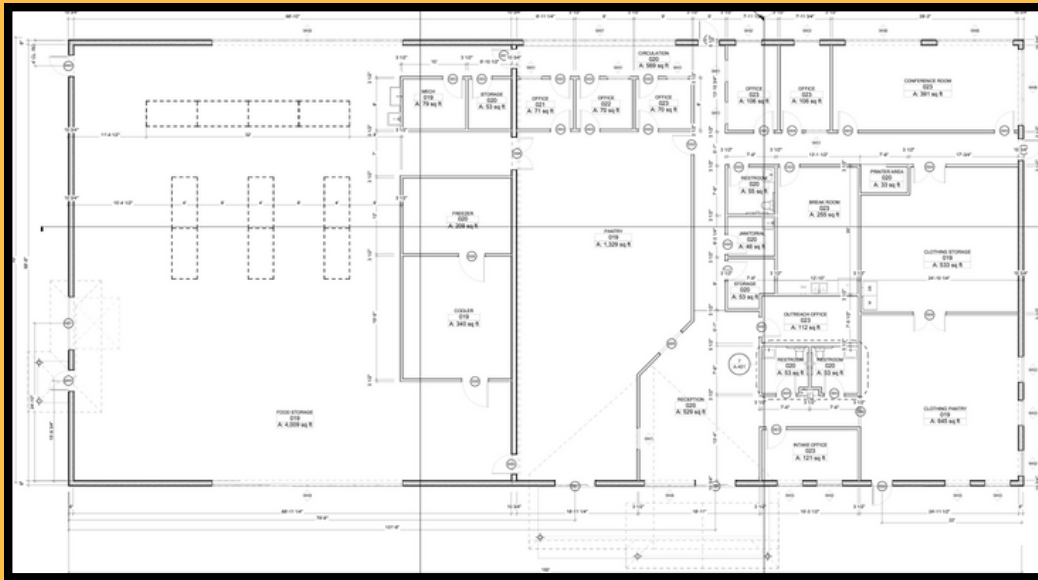


# Our Opportunity

## SUFFICIENT SPACE

Project at 350 W. Penn St, North Liberty, IA 52317

The dramatic increase in the need for food and clothing of our neighbors combined with a lack of physical space created a tipping point that requires more space to meet the growing needs.



### Floor Plan

- 10,500 sq feet
  - 1,672 cubic feet of Freezer storage
  - 4,009 sq feet Warehouse
  - 2,720 cubic feet of Cooler Storage
- Flow that allows families to shop with dignity

### Site Plan

- Separate delivery and parking areas
- Ample space for an expanded garden
- Serve the community today and into the future

## City of North Liberty Request

Financial Support

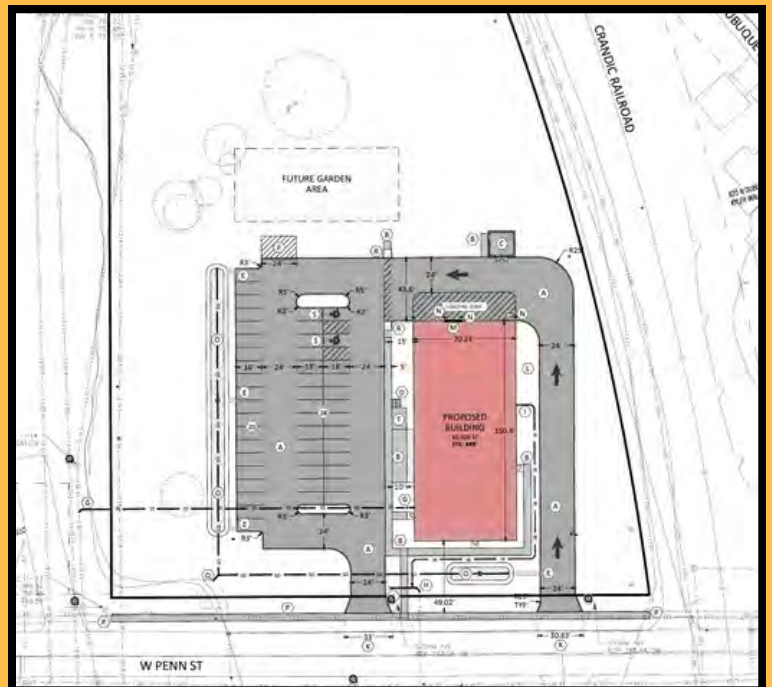
\$100,000

Total Project

~\$3,000,000

Develop Access from Bike Trail to North Side of W Penn St

TBD





# **North Ridge Rezoning**



April 2, 2024

Chris Hoffman, Mayor  
City of North Liberty  
3 Quail Creek Circle  
North Liberty IA 52317

Re: Request of Northridge 2-4, LLC for a zoning map amendment (rezoning) from ID Interim Development District to RS-4 Single-Unit Residential District on 5.36 acres of property located at the northeast corner of North Liberty Road and Oak Lane NE

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 2, 2024 meeting. The Planning Commission took the following action:

**Finding:**

1. The rezoning request from ID interim Development District to RS-4 Single-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

**Recommendation:**

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

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission





To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **March 29, 2024**  
 Re **Request of Northridge 2-4, LLC for a zoning map amendment (rezoning) from ID Interim Development District to RS-4 Single-Unit Residential District on 5.36 acres of property located at the northeast corner of North Liberty Road and Oak Lane NE.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo.

### 1. Request Summary:

This property is currently located in unincorporated Johnson County. However, the City Council has approved the annexation, and the Iowa City Development Board (CDB) will consider the annexation at its April 10, 2024. Annexations becomes effective 30 days after CDB approval. Per City code, "any territory annexed into the City is automatically, upon annexation, zoned ID Interim Development District." The request proposes a rezoning to allow 2 single-unit dwellings.



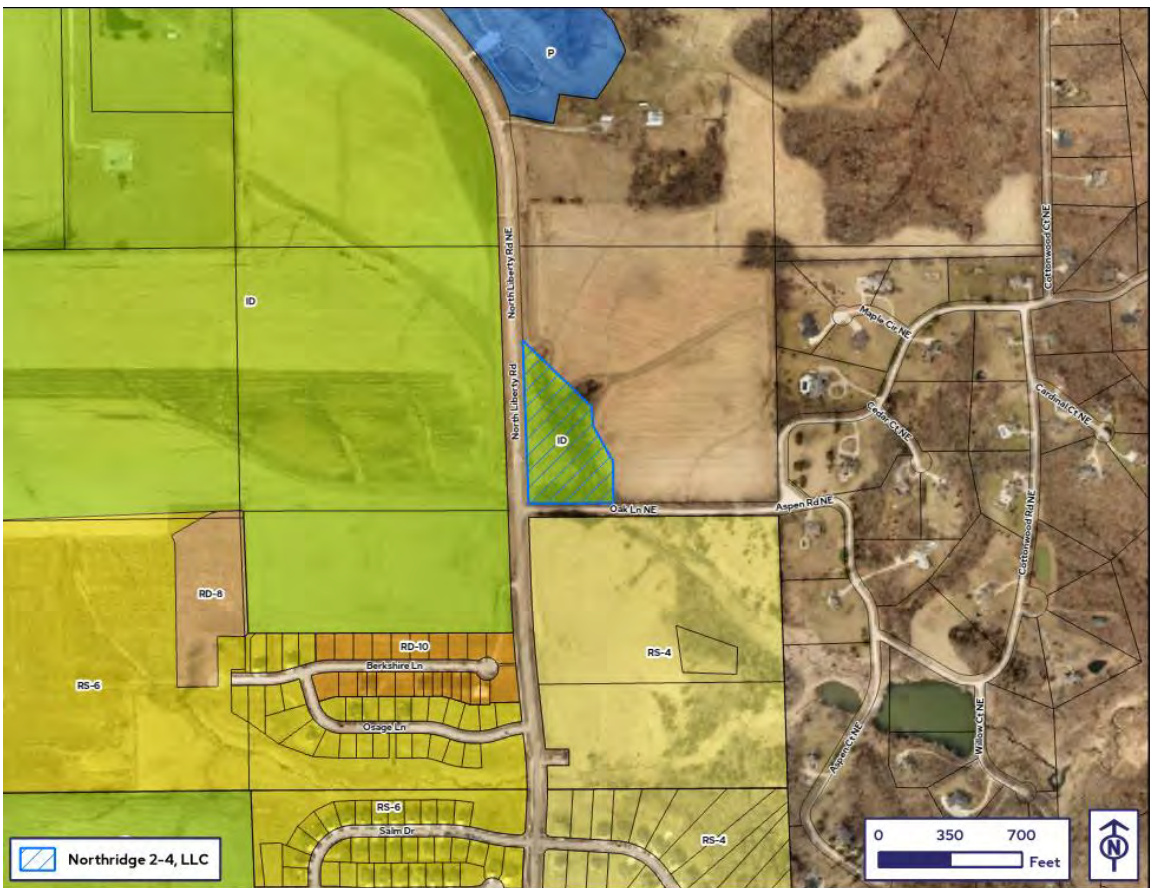
## 2. Current and Proposed Zoning:

### Current Zoning (Effective Upon Annexation)

ID Interim Development District. The ID District is intended to preserve existing agriculture and other non-intensive uses to prevent premature development and non-orderly encroachment of higher intensity urban uses, and to help guide urban growth into suitable areas.

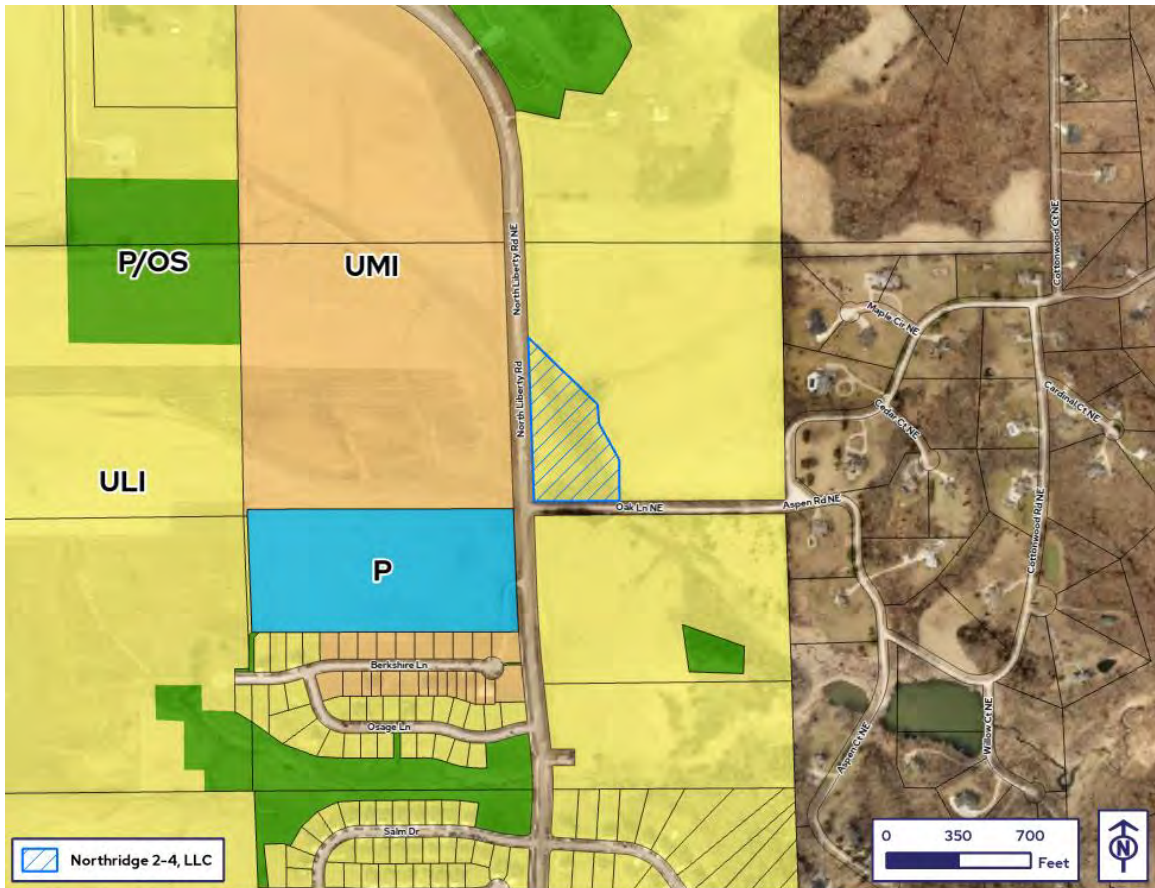
### Proposed Zoning

RD-4 Single-Unit Residence District. The RS-4 District is intended to provide and maintain low-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-4 District.





**3. Consistency with Comprehensive Plan:**  
Land Use Plan designation: Urban Low Intensity.



Urban Low Intensity Description

An efficient, walkable pattern of lower-density development. Compared to denser areas, ULI has more space and separation of uses, with farther distances between destinations and fewer shared amenities. Low-intensity areas can include a horizontal mix of primarily residential and limited non-residential uses at compatible lower densities and scales.

*Residential*

Emphasis on single-family detached and attached residential developments. Attached housing projects may primarily be at transition areas between arterial or collector streets, small scale commercial uses, and higher intensity districts.

*Form and Features*

- » General aggregate development density of 3 to 8 units per acre. Lot sizes can vary within developments to provide different housing types.
- » A framework of streets and open space should create neighborhoods and multiple access points for all types of transportation.
- » Open spaces, streets, and trail connections integrate with the larger community.

#### 4. Public Input:

A virtual good neighbor meeting was held on March 12, 2023. No one outside of City staff and the applicant attended the meeting. Although outside the normal notification boundary, staff contacted representatives of the Fjords North Subdivision and informed them of the request and the meeting. There are no objections to the request.

#### 5. Zoning Map Amendment Approval Standards

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

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).

Map Amendments.

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

Figure 3.4 within Connected to Tomorrow was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL/ FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial						●		
Heavy industrial		○				○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities						○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review  
\*Dwelling Units per Acre

The RS-4 zoning allows a lot size of 10,000 square feet per dwelling unit (4.36 units/acre). 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.  
The adjacent property to the south (across Oak Lane NE) is zoned RS-4. It is staff's opinion that the proposed zoning would be compatible with the area.

(c) The compatibility with established neighborhood character.  
*It is staff's opinion that the proposed zoning 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 zoning would promote the public health, safety, and welfare of the City.*

(e) The extent to which the proposed amendment creates nonconformities.  
*It is staff's opinion that the proposed zoning would not create any nonconformities.*

**6. Additional Considerations:**

It is anticipated that the preliminary subdivision plat would be considered by the Planning Commission at its May 7, 2024 meeting. Due to access restrictions on North Liberty Rd, a single driveway access is planned for both home sites. Oak Lane NE is not planned as an access due to it being a private road, which would necessitate the granting of a waiver from the Subdivision Ordinance.

**7. Staff Recommendation:**

**Finding:**

1. The rezoning request from ID interim Development District to RS-4 Single-Unit Residence 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 ID interim Development District to RS-4 Single-Unit Residence District on approximately 5.36 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.

**Ordinance No. 2024-03**

**AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM ID INTERIM DEVELOPMENT DISTRICT TO RS-4 SINGLE-UNIT RESIDENCE 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 5.36 acres, more or less, as RS-4 Single-Unit Residence District for property particularly described as follows:

Auditor's Parcel No. 2023083 as recorded in Book 67, Page 134 in the Office of the Johnson County, Iowa Recorder. Described parcel contains 5.36 acres

**SECTION 2. CONDITIONS IMPOSED.** At the April 2, 2024, 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

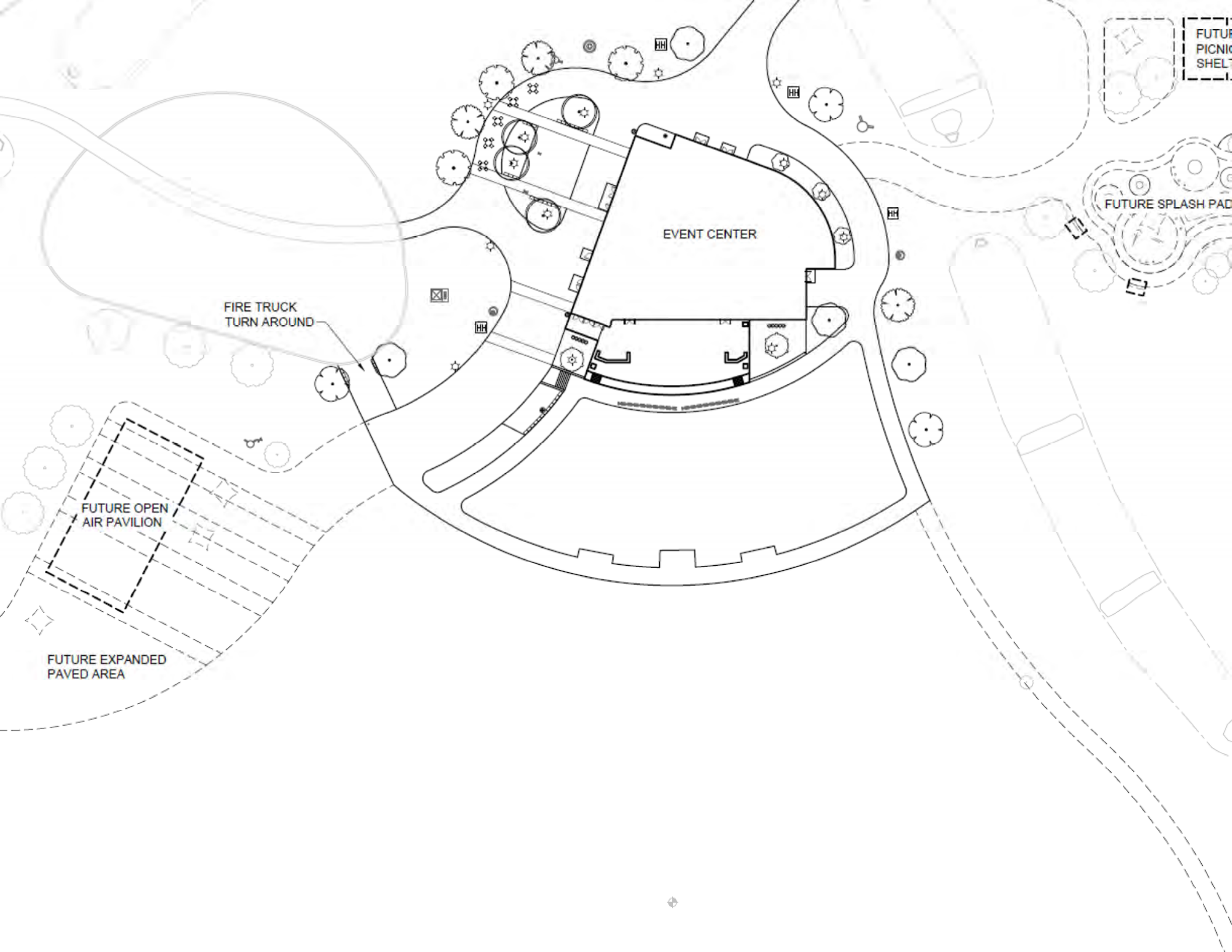
I certify that the forgoing was published as Ordinance No. 2024-03 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

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



# **Centennial Park Project**





EVENT CENTER

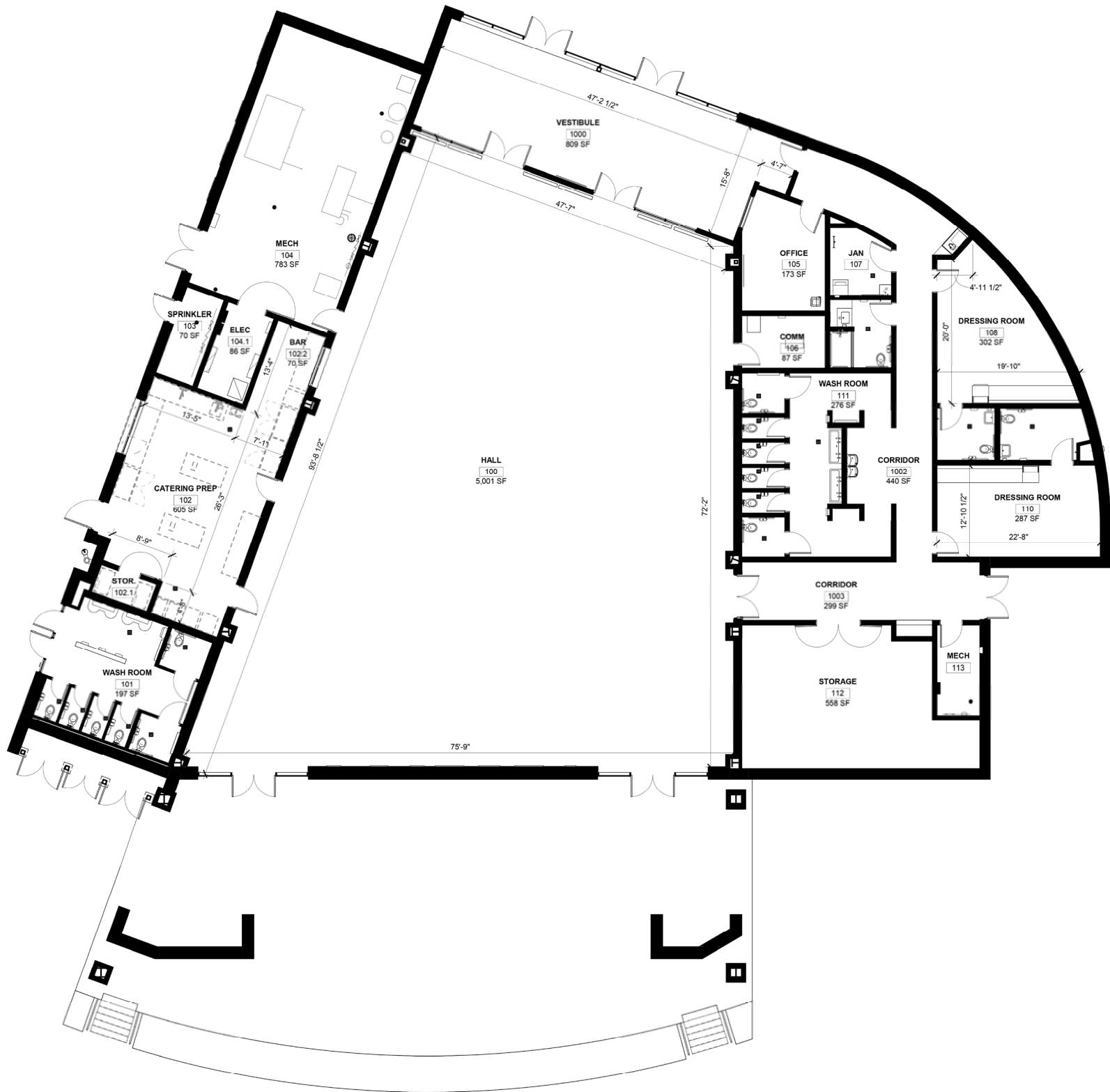
FIRE TRUCK  
TURN AROUND

FUTURE OPEN  
AIR PAVILION

FUTURE EXPANDED  
PAVED AREA

FUTURE SPLASH PAD

FUTURE  
PICNIC  
SHELTER













**Resolution No. 2024-41**

**RESOLUTION FINALLY APPROVING AND CONFIRMING  
PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE  
CENTENNIAL PARK EVENT COMPLEX PROJECT, PHASE 1**

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

**WHEREAS**, a hearing has been held on the Contract Documents on April 23, 2024;

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

Section 1. The City Council will receive bids for the Project on May 14, 2024 at 10:00 a.m. At such time and place the City Clerk will open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on May 28, 2024 at 6:30 p.m. in Council Chambers at 360 North Main Street, North Liberty, Iowa.

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

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

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

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

**APPROVED AND ADOPTED** this 23rd day of April, 2024.

**CITY OF NORTH LIBERTY:**

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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



# **Greenbelt Trail Subdivision**



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

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

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Greenbelt 3-4, L.L.C., hereinafter referred to as "Developer."

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

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

Auditor's Parcel 2024009 as shown in Plat Book 67, Page 216 of the office of the Recorder for Johnson County, Iowa. Said Parcel contains 10.64 Acres.

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) East Trunk Sewer tap-on: \$42,483.71 (\$3,992.83 x 10.64 acres).

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

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

3. Trails. Developer agrees to construct, prior to final plat approval and notwithstanding the provisions of Section 3(C)(4) above, an eight-foot (8') wide trail in those areas depicted on the attached Exhibit B which are located within the plat.

4. The Developer agrees to explore for existing tile lines, and to cap or connect any tile lines to the City's storm sewer system as directed by the engineer for the Greenbelt Trail subdivision, 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.

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

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

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

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

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

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

6. The Developer acknowledges and agrees that the all lots within the jurisdiction of the HOA will be specifically benefited by the maintenance of all outlots,

and the cost of such maintenance need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities, if necessary, in the event the City incurs costs due to the failure of the HOA or its members to maintain the outlots.

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

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

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

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

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

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

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

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

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

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

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

C. The Developer acknowledges and agrees that all lots of the subdivision are specifically benefited by the public improvements, facilities and sidewalks, and the cost of such public improvements, facilities and sidewalks need not meet the requirements of notice, benefit

or value as provided by the law of the State of Iowa for assessing such improvements and facilities.

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

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

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

**SECTION 9. RELEASE.**

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

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

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



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

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

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

**SECTION 12. FEES.**

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

**SECTION 13. TIME OF PERFORMANCE.**

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

**SECTION 14. MISCELLANEOUS.**

A. The Developer represents and states that the plat complies with all city, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations. The City may, at its option, refuse to allow construction or development work in the subdivision until the Developer complies with the

appropriate law or regulation. Upon the City's demand, the Developer shall cease work until there is compliance.

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

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

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

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

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

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

H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City. Notwithstanding the foregoing, the Developer 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 (*or other*) 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:

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

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

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

Either party may, by written notice to the other party given pursuant to the terms hereof, designate a different recipient or address for purposes of notice hereunder. 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 \_\_\_\_\_, 2024.

CITY OF NORTH LIBERTY, IOWA

GREENBELT 3-4, L.L.C.

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

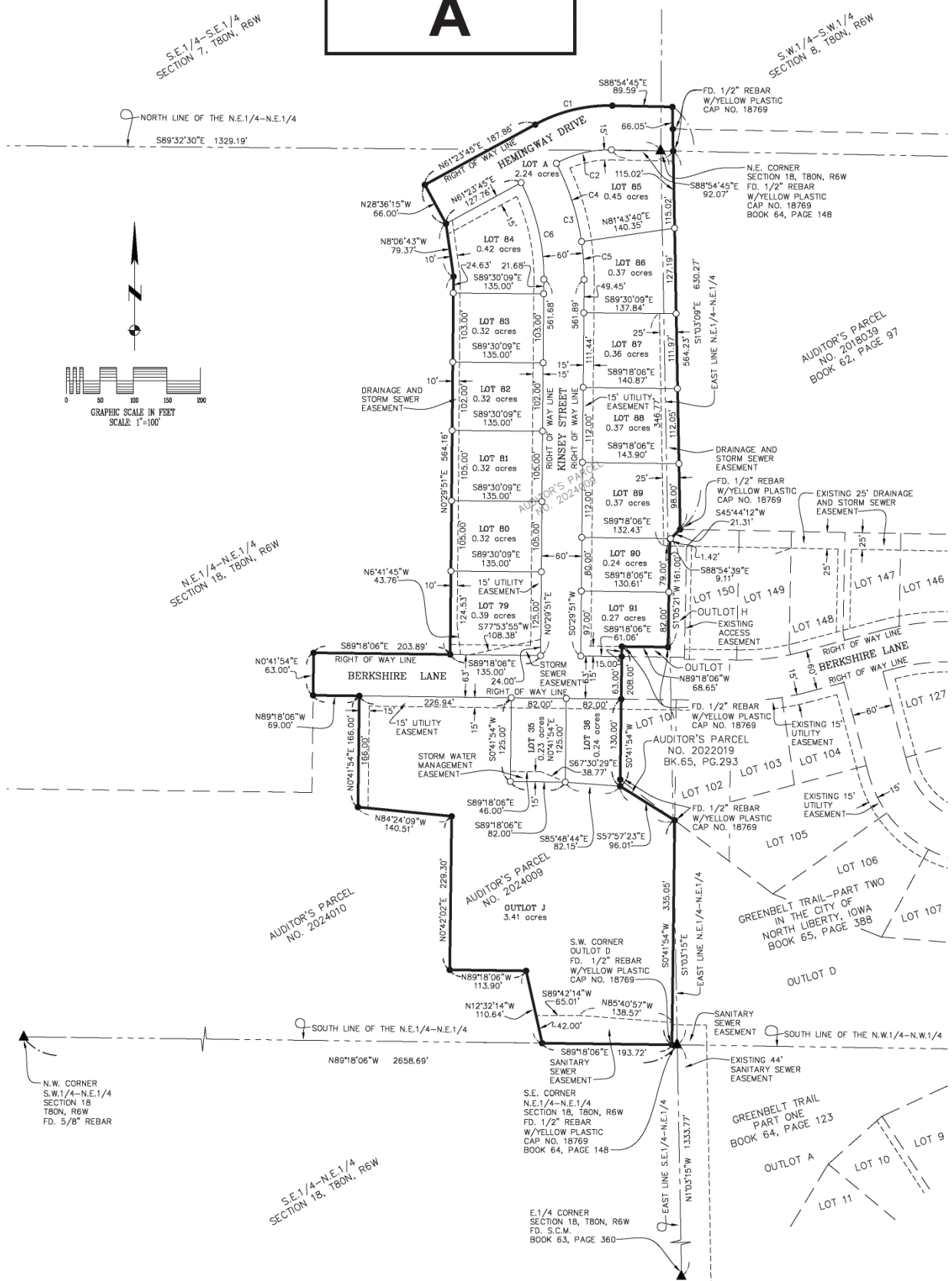
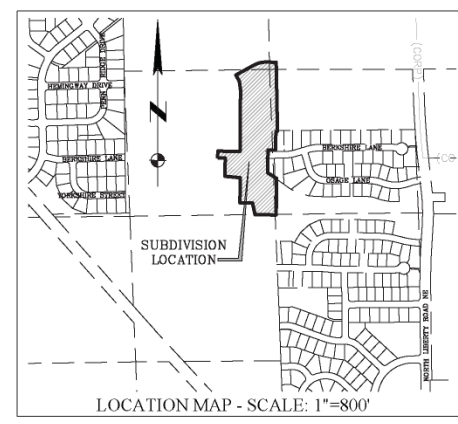
By: \_\_\_\_\_



# EXHIBIT A

## FINAL PLAT GREENBELT TRAIL - PART THREE IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

INDEX LEGEND	SPACE RESERVED FOR RECORDING PURPOSES
LOCATION: AUDITOR'S PARCEL NO. 2024009, NORTH LIBERTY, JOHNSON COUNTY, IOWA REQUESTOR: SCANLON FAMILY, LLC PROPRIETOR: SCANLON FAMILY, LLC SURVEYOR: GREGG E. SAMPSON, P.L.S. COMPANY/ RETURN TO: SUSAN FORINASH HALL & HALL ENGINEERS, INC. 1860 BOYSON ROAD HIAWATHA, IOWA 52233 1-319-362-9548	



Curve	Delta	Tangent	Length	Radius	Chord	Chord Brg
C1	29° 41' 55"	61.25'	119.74'	231.00'	118.40'	N76° 14' 30"E
C2	29° 43' 23"	43.78'	85.60'	165.00'	84.64'	S76° 13' 33"W
C3	27° 50' 00"	91.68'	179.74'	370.00'	177.98'	N13° 25' 09"W
C4	19° 04' 57"	62.19'	123.23'	370.00'	122.66'	N17° 47' 40"W
C5	8° 45' 03"	28.31'	56.51'	370.00'	56.46'	N3° 52' 40"W
C6	27° 35' 16"	76.11'	149.26'	310.00'	147.83'	N13° 17' 47"W

NOTES:  
 DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
 BEARINGS ARE BASED ON: NAD83(2011) / Iowa RGS Zone 10 (Cedar Rapids), as observed using the Iowa Real Time Network.  
 DATE OF SURVEY FIELD WORK: 9/28/2023  
 LOT A IS BEING DEDICATED TO THE PUBLIC AT THIS TIME AS PUBLIC STREET RIGHT OF WAY.  
 OUTLOT J IS FOR STORMWATER MANAGEMENT AND SHALL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION  
 OUTLOT K WILL BE DEDICATED TO THE CITY OF NORTH LIBERTY, IOWA AT THE TIME THE PROPOSED PEDESTRIAN TRAIL CONSTRUCTION IS COMPLETE.

	S.E.1/4-S.E.1/4 SECTION 7	S.W.1/4-S.W.1/4 SECTION 8	N.W.1/4-N.W.1/4 SECTION 17	N.E.1/4-N.E.1/4 SECTION 18	TOTALS
LOT A	0.29	0.03		1.92	2.24
LOT 85	40.00 SQ. FT.		0.05	0.40	0.45
LOT 86			0.05	0.32	0.37
LOT 87			0.05	0.31	0.36
LOT 88			0.32	0.05	0.37
LOT 89			0.32	0.05	0.37
LOT 92			0.24	117.00 SQ. FT.	0.24

OWNER'S ATTORNEY:  
 ROBERT N. DOWNER  
 122 SOUTH LINN STREET  
 IOWA CITY, IOWA 52240

LEGAL DESCRIPTION:  
 AUDITOR'S PARCEL NO. 2024009  
 IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA  
 SAID PARCEL CONTAINS 10.64 ACRES.

PLAT/PLAN APPROVED by the City of North Liberty, Iowa	
CLERK	DATE
CHAIRPERSON OF THE PLANNING COMMISSION	DATE
UTILITY EASEMENTS AS SHOWN HEREON, MAY OR MAY NOT INCLUDE SANITARY SEWER LINES, AND/OR STORM SEWER LINES, AND/OR WATER LINES; SEE CONSTRUCTION PLANS FOR DETAILS. UTILITY EASEMENTS AS SHOWN HEREON, ARE ASSIGNEE FOR THE INSTALLATION AND MAINTENANCE OF THE FACILITIES REQUIRED BY THE FOLLOWING AGENCIES:	
MIDAMERICAN ENERGY CO.	DATE
MEDACOM	DATE
LAN COUNTY REC	DATE
SOUTH SLOPE	DATE
WINDSTREAM	DATE

○	SET 1/2" REBAR W/YELLOW PLASTIC CAP NO. 14809
●	FD. 1/2" REBAR W/YELLOW PLASTIC CAP NO. 14809 UNLESS OTHERWISE NOTED
▲	FOUND SECTION CORNER MONUMENT AS NOTED
---	EASEMENT LINE
---	PLAT OR SURVEY BOUNDARY
---	SECTION LINE
---	1/4 SECTION LINE
---	1/4-1/4 SECTION LINE
---	EXISTING LOT LINE



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.  
 Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 GREGG E. SAMPSON, P.L.S. Iowa License No. 14809  
 My license renewal date is December 31, 2024  
 ENTIRE SUBMISSION IS COVERED BY THIS SEAL UNLESS SPECIFIED BELOW.

Revision Description

Revision Number & Date

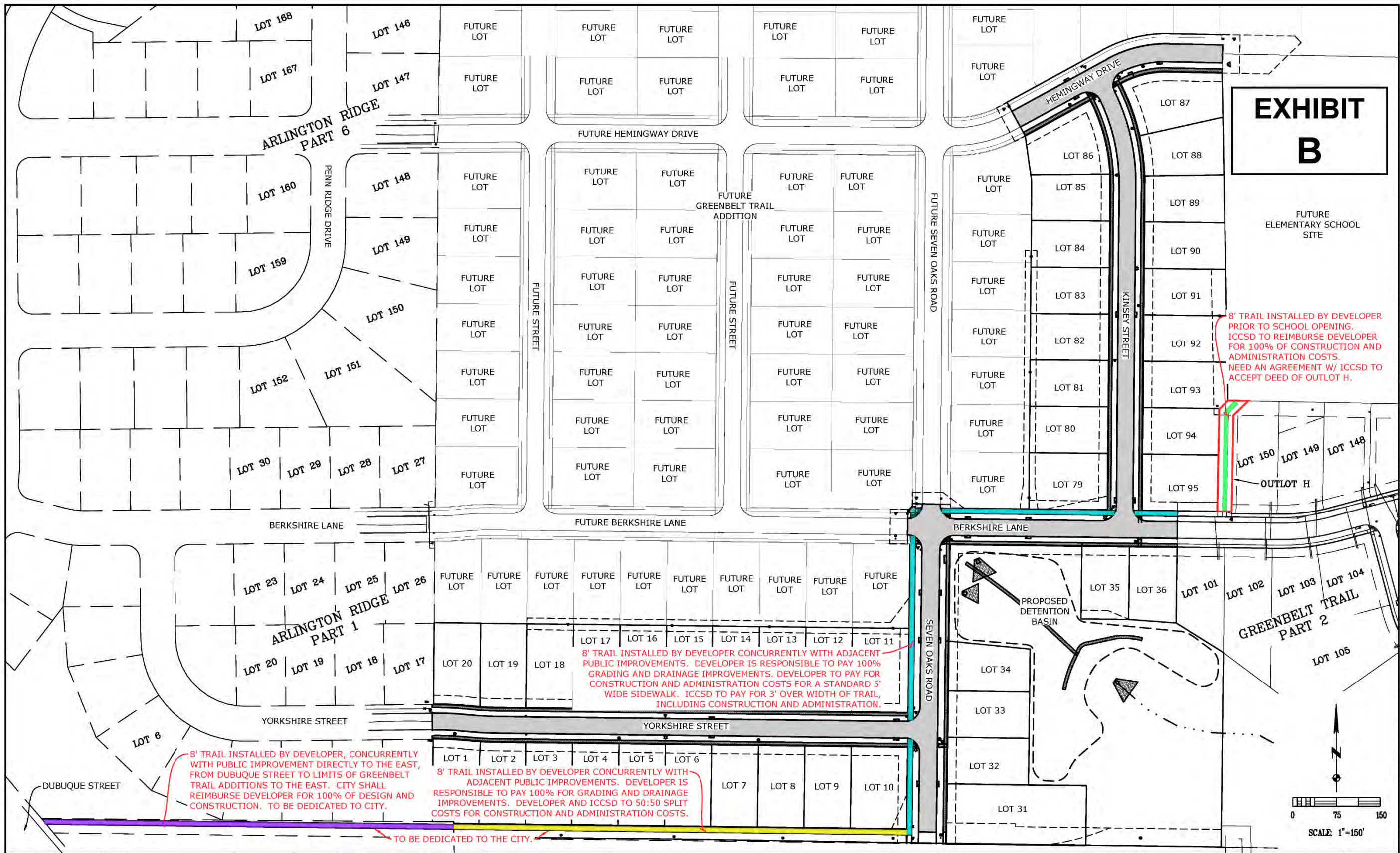
HALL & HALL ENGINEERS, INC.  
 1860 BOYSON ROAD, HIAWATHA, IOWA 52233  
 PHONE: (319) 362-9548 FAX: (319) 362-7995  
 www.halleh.com

FINAL PLAT  
**GREENBELT TRAIL - PART THREE**  
 IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

Sheet Title

Designed by: DLK  
 Drawn by: DLK  
 Checked by: CES  
 Date: 2/20/2024  
 Field Book No: OT 102/OT 105  
 Scale: 1"=100'  
 Sheet: 1 of 1  
 Project Number: 9749-QBT-3





DRAWN BY:	DCZ			
CHECKED BY:	LMH			
APPROVED BY:	JGS			
DATE:	1/15/2024			
FIELD BOOK:		NO.	REVISION DESCRIPTION	APPROVED
				DATE



**HALL & HALL ENGINEERS, INC.**  
*Leaders in Land Development Since 1953*  
 1860 BOYSSON ROAD, HIAWATHA, IOWA 52233  
 PHONE: (319) 362-9548 FAX: (319) 362-7595  
 CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE  
 LAND SURVEYING • LAND DEVELOPMENT PLANNING  
 www.halleng.com

GREENBELT TRAIL PART 3/4  
 IN THE CITY OF NORTH LIBERTY  
 JOHNSON COUNTY, IA

TRAIL COST SHARE EXHIBIT  
 PROJECT NO: 9749-GBT3

SHEET  
 1.0

CAD File: I:\projects\9700\9749-GBT-Scanlon Farms Greenbelt Trail\9749-GBT3 - Scanlon Farms Greenbelt Trail Part 3\DWG\Exhibits\9749-GBT3 Developers Agreement Exhibit.dwg Date Plotted: Monday, January 15, 2024 10:20:09 AM Plotted By: Daniel Zirtzman

**Resolution No. 2024-42**

**A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR GREENBELT TRAIL SUBDIVISION, PART THREE, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the development of Greenbelt Trail Subdivision, Part Three have been set forth in an Agreement between the City of North Liberty and Greenbelt 3-4, L.L.C., and

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Development Agreement between the City of North Liberty and Greenbelt 3-4, L.L.C. is approved for Greenbelt Trail Subdivision, Part Three, North Liberty, Iowa

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

**APPROVED AND ADOPTED** this 23rd day of April, 2024.

**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

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

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Greenbelt 3-4, L.L.C., hereinafter referred to as "Developer."

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

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

Auditor's Parcel 2024010 as shown in Plat Book 67, Page 217 of the office of the Recorder for Johnson County, Iowa. Said Parcel contains 9.58 Acres.

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) East Trunk Sewer tap-on: \$38,251.31 (\$3,992.83 x 9.58 acres).

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

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

3. Trails. Developer agrees to construct, prior to final plat approval and notwithstanding the provisions of Section 3(C)(4) above, an eight-foot (8') wide trail as depicted on the attached Exhibit B which are located within the plat. The City shall reimburse the Developer for 100% of the actual, reasonable, documented costs for the construction of that portion of said trail situated on Outlot L. Costs for the trail installation are currently estimated at \$80,000.00.

4. The Developer agrees to explore for existing tile lines, and to cap or connect any tile lines to the City's storm sewer system as directed by the engineer for the Greenbelt Trail subdivision, 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. It is acknowledged that Seven Oaks Road shall end approximately 20' north of the southern property line. Developer shall provide \$10,050.92 to the City to be held in escrow to complete future construction of the remaining roadway.

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

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

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

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

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

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

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

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

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

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

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

A. Erosion Control. Before any grading or utility construction is commenced or building permits are issued, the Developer shall design and implement an erosion control plan which shall be reviewed and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does



not comply with the erosion control plan or any supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion and assess the costs of such action to the Developer or to the property, or both. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. It is anticipated that all of such areas shall be seeded with prairie grasses and/or other natural plantings so as to minimize the need for frequent mowing and other maintenance.

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

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

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

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

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

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

the provisions of Chapters 364 and 384 of the Iowa Code. It is further provided that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution until properly released as hereinafter provided.

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

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

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

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

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

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

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

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

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

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

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

**SECTION 12. FEES.**

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

**SECTION 13. TIME OF PERFORMANCE.**

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

#### **SECTION 14. MISCELLANEOUS.**

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

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

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

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

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

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

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

H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City. Notwithstanding the foregoing, the Developer 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 (*or other*) 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.

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

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

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

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

Either party may, by written notice to the other party given pursuant to the terms hereof, designate a different recipient or address for purposes of notice hereunder. 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.



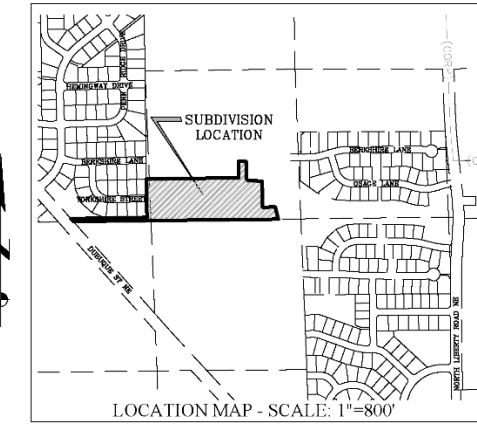
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Notary Public in and for the  
Commonwealth of Massachusetts



FINAL PLAT  
**GREENBELT TRAIL - PART FOUR**  
 IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA  
 AUDITOR'S PARCEL NO. 2024010

**EXHIBIT  
 A**



SPACE RESERVED FOR RECORDING PURPOSES

**INDEX LEGEND**

LOCATION: NE1/4-NE1/4, SECTION 18, T80N, R6W  
 NW1/4-NE1/4 SECTION 18, T80N, R6W  
 AUDITOR'S PARCEL 2006026

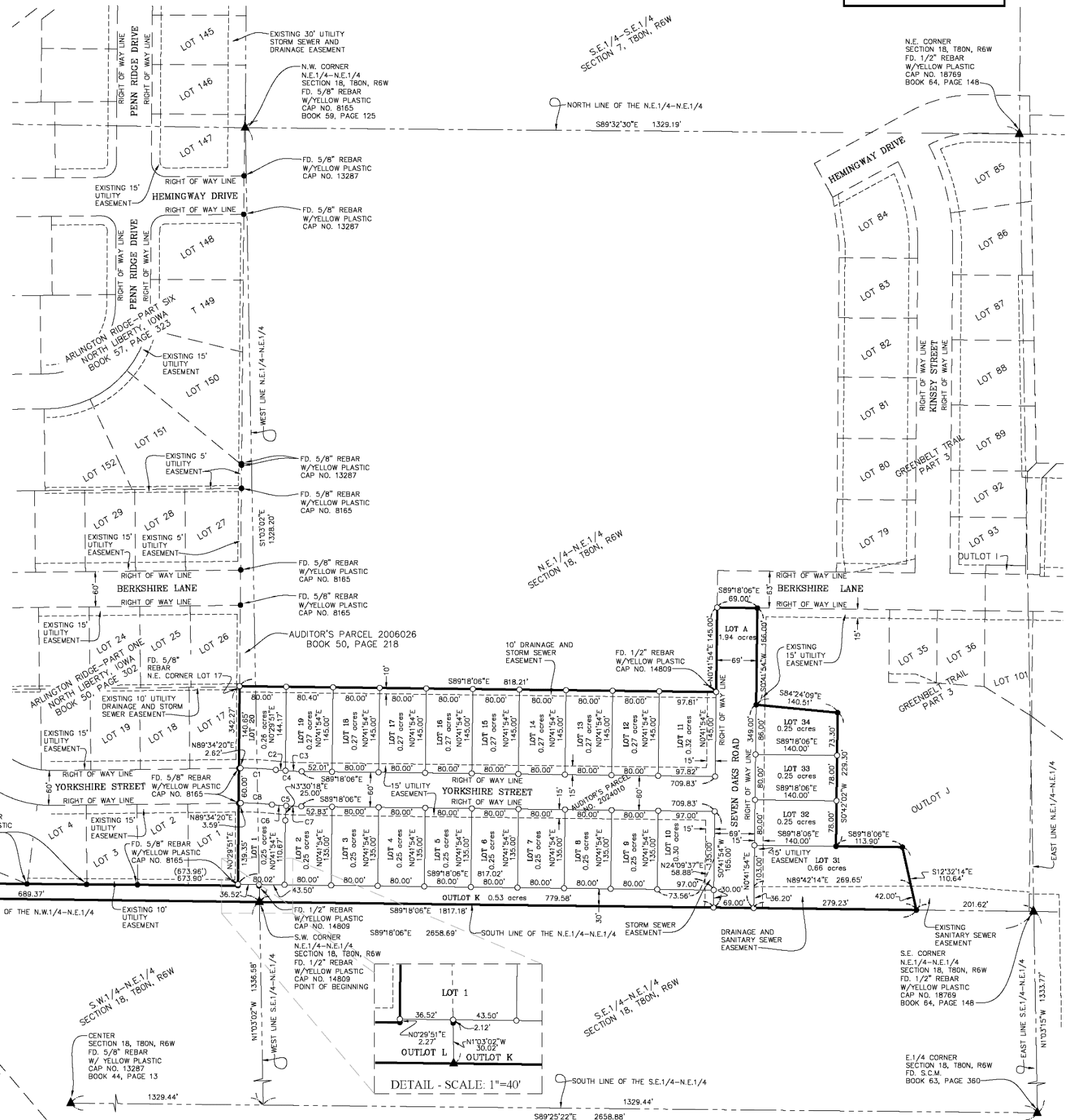
REQUESTOR: SCANLON FAMILY LLC  
 PROPRIETOR: SCANLON FAMILY LLC  
 SURVEYOR: GREGG E. SAMPSON, P.L.S.  
 COMPANY/  
 RETURN TO: SUSAN FORINASH  
 HALL & HALL ENGINEERS, INC.  
 1860 BOYSON ROAD  
 HIAWATHA, IOWA 52233  
 1-319-362-9548

**SECTION AREAS (ACRES)**

	N.W.1/4-NE.1/4 SECTION 18	NE.1/4-NE.1/4 SECTION 18
LOT 20	0.09	0.17
LOT 1	0.11	0.14
LOT A	0.04	1.90

**SURVEY LEGEND**

- SET 1/2" REBAR W/ YELLOW PLASTIC CAP NO. 14809
- FD. 1/2" REBAR W/ YELLOW PLASTIC CAP NO. 18769 UNLESS OTHERWISE NOTED
- ▲ FD. SECTION CORNER MONUMENT AS NOTED
- ( ) RECORDED AS EASEMENT LINE
- PLAT BOUNDARY
- - - EXISTING LOT LINE
- · - 1/4-1/4 SECTION LINE
- · - 1/4 SECTION LINE
- · - SECTION LINE



**Curve Table**

Curve	Delta	Tangent	Length	Radius	Chord	Chord Brg
C1	6° 34' 09"	30.42'	60.77'	530.00'	60.73'	S87° 08' 35"E
C2	2° 02' 33"	8.38'	16.76'	470.00'	16.75'	S84° 52' 47"E
C3	3° 24' 02"	13.95'	27.90'	470.00'	27.89'	S87° 36' 04"E
C4	5° 26' 35"	22.34'	44.65'	470.00'	44.63'	S86° 34' 48"E
C5	5° 26' 35"	25.19'	50.35'	530.00'	50.33'	S86° 34' 48"E
C6	2° 48' 24"	12.98'	25.96'	530.00'	25.96'	S87° 53' 54"E
C7	2° 38' 12"	12.20'	24.39'	530.00'	24.39'	S85° 10' 36"E
C8	6° 34' 09"	26.97'	53.89'	470.00'	53.86'	S87° 08' 35"E

**NOTES:**

- DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- BEARINGS ARE BASED ON: NAD83(2011) / Iowa RCS Zone 10 (Cedar Rapids), as observed using the Iowa Real Time Network.
- DATE OF SURVEY FIELD WORK: 9/28/2023
- LOT A IS BEING DEDICATED TO THE PUBLIC AT THIS TIME AS PUBLIC STREET RIGHT OF WAY.
- OUTLOTS K AND L ARE TO BE MAINTAINED BY AND DEDICATED TO THE CITY OF NORTH LIBERTY AT THE TIME THE PROPOSED PEDESTRIAN TRAIL IS COMPLETED.

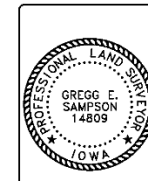
**LEGAL DESCRIPTION**

AUDITOR'S PARCEL NO. 2024010  
 IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA.  
 DESCRIBED PARCEL CONTAINS 9.58 ACRES.

PLAT/PLAN APPROVED by the City of North Liberty, Iowa

CLERK	DATE
CHAIRPERSON OF THE PLANNING COMMISSION	DATE
MIDAMERICAN ENERGY CO.	DATE
MEDIACOM	DATE
LINN COUNTY REC.	DATE
SOUTH SLOPE	DATE
WINDSTREAM	DATE

**OWNER'S ATTORNEY:**  
 ROBERT N. DOWNER  
 122 SOUTH LINN STREET  
 IOWA CITY, IOWA 52240



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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

GREGG E. SAMPSON, P.L.S. Iowa License No. 14809  
 My license renewal date is December 31, 2024  
 ENTIRE SUBMISSION IS COVERED BY THIS SEAL UNLESS SPECIFIED BELOW:

Revision Number & Date

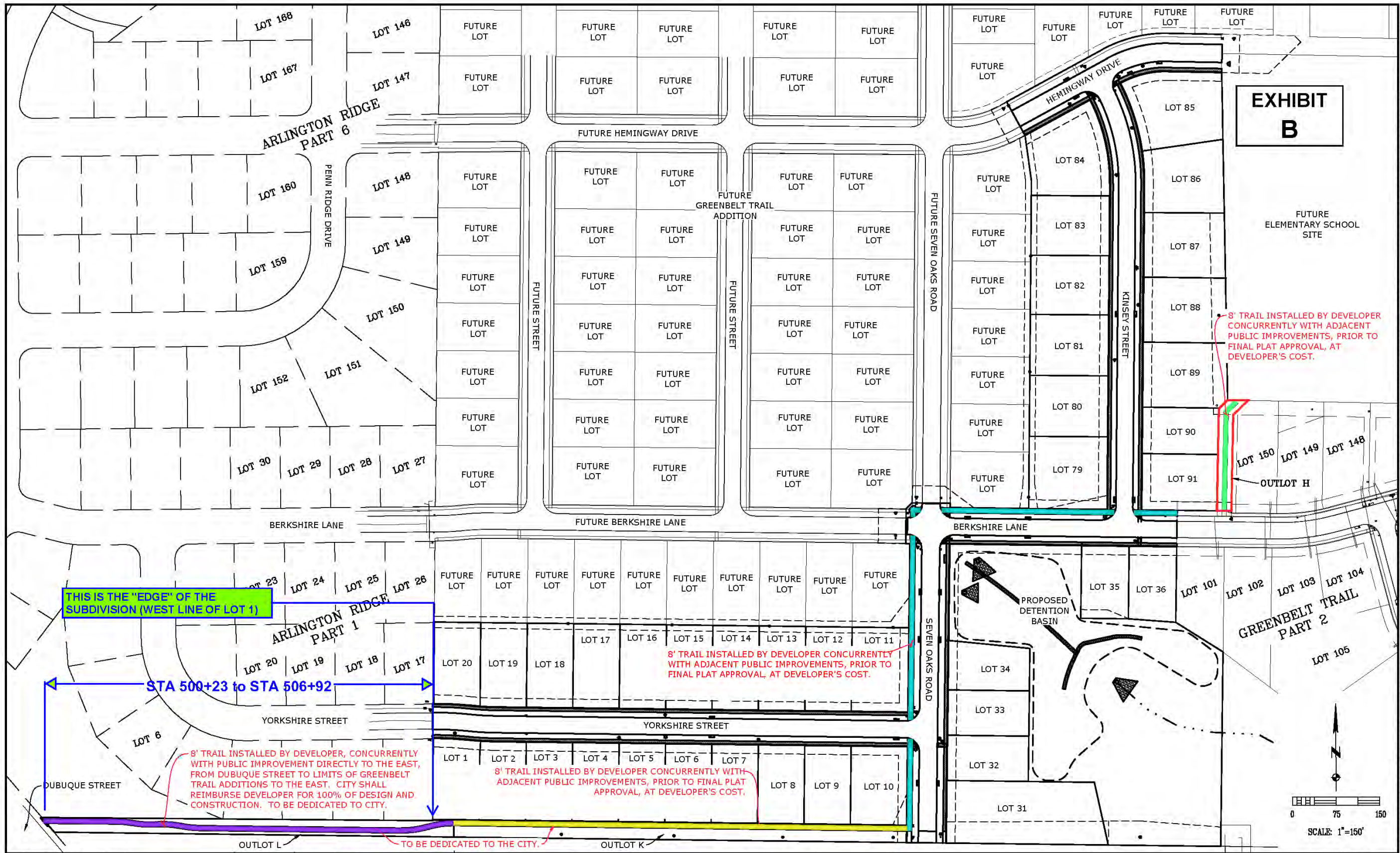
Revision Description

HALL & HALL ENGINEERS, INC.  
 1860 BOYSON ROAD  
 HIAWATHA, IOWA 52233  
 1-319-362-9548

FINAL PLAT  
**GREENBELT TRAIL - PART FOUR**  
 IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA  
 AUDITOR'S PARCEL NO. 2024010

Sheet Title: \_\_\_\_\_  
 Designed by: \_\_\_\_\_  
 Drawn by: BJV  
 Checked by: GES  
 Date: 2/21/2024  
 Field Book No: 0T 102 / 0T 105  
 Scale: 1"=100'  
 Sheet: 1 of 1  
 Project Number: 9749-GBT3





**Resolution No. 2024-43**

**A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR GREENBELT TRAIL SUBDIVISION, PART FOUR, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the development of Greenbelt Trail Subdivision, Part Four have been set forth in an Agreement between the City of North Liberty and Greenbelt 3-4, L.L.C., and

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Development Agreement between the City of North Liberty and Greenbelt 3-4, L.L.C. is approved for Greenbelt Trail Subdivision, Part Four, North Liberty, Iowa

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

**APPROVED AND ADOPTED** this 23rd day of April, 2024.

**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





# **SEATS Same Day On Demand Transit Services**

**Contract for Same-Day On-Demand Transit Services  
between Johnson County SEATS and City of North Liberty**

Whereas, the City of North Liberty (North Liberty), has an interest in providing transit services to its residents; and

Whereas, SEATS, a department of Johnson County and a member of Corridor Ride, which is overseen by the East Central Council of Governments (ECICOG), is officially designated as the regional transit provider for Johnson County pursuant to Section 324A.1 of the Code of Iowa and has vehicles and employees available for transportation service; and

Whereas, North Liberty believes it is in the City's best interest to have SEATS provide certain transit services to its residents experiencing barriers to accessing transportation pursuant to the terms of this agreement for a contract period beginning on July 1, 2024 and continuing through October 31, 2024; and

Whereas, the U.S. Department of the Treasury ("Treasury") has allocated to the County \$29,357,173 of federal funding from the Coronavirus State and Local Fiscal Recovery Fund under CFDA No. 21.027 ("ARPA Funds") and Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA") for the limited purposes identified in the Coronavirus State Fiscal Recovery Fund Award Terms and Conditions between the Treasury and the County ("Interagency Agreement"), attached hereto as Attachment A, and the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule<sup>1</sup> and Final Rule<sup>2</sup> (altogether, the "Final Rule"); and

Whereas, the ARPA authorizes expenditure of ARPA Funds awarded to local governments like the County for eligible purposes identified in the Final Rule, such as:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer, or broadband infrastructure (collectively "Eligible Uses"); and

Whereas, the County desires to allocate portions of the ARPA funds awarded to Johnson County to respond to the COVID-19 public health emergency or its negative economic impacts; and

Whereas, expanding SEATS transit services to provide same-day on-demand service to residents of North Liberty who do not have access to fixed route transit system or other

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<sup>1</sup> Coronavirus State and Local Fiscal Recovery Funds (Interim Final Rule), 86 Fed. Reg. 26,786 (May 17, 2021).

<sup>2</sup> Coronavirus State and Local Fiscal Recovery Funds (Final Rule), 87 Fed. Reg. 4,338 (Jan. 27, 2022).

transportation options in response to documented public transit barriers in Johnson County that impact the health and economic outcomes of Johnson County residents.

Now, therefore, the parties do hereby mutually agree as follows:

**A. Purpose and Timeframe**

1. The purpose of this contract is to arrange for same day on-demand transportation services for North Liberty residents experiencing barriers to accessing transportation under the auspices of the designation of SEATS as the regional transit provider in Johnson County.

2. The contract period shall begin July 1, 2024 after execution by all parties and continue through October 31, 2024 or until ARPA funds allocated for this purpose are exhausted, whichever occurs first. It may be terminated as provided by Section J. Any extension or renewal of this contract shall be in writing, mutually agreed upon, and signed by both parties.

3. The service covered under this contract shall fully conform with the rules and regulations promulgated by the Iowa Department of Transportation (Iowa DOT) and the Federal Transit Administration (FTA).

**B. Description of Service**

1. All transit service shall be provided with SEATS vehicles that are open to the public without discrimination. Service under this contract will be provided to approved clients referred by the City of North Liberty.

2. Rides will be provided from 7:30 AM to 4:30 PM Monday through Friday except on the following days:

<del>New Year's Day*</del>	Independence Day
<del>Martin Luther King Jr. Day</del>	Labor Day
<del>Presidents' Day</del>	Veterans' Day
<del>Memorial Day</del>	Thanksgiving Day and following Friday
<del>Juneteenth</del>	Christmas Day* and *Christmas Eve.

Approved clients wishing to schedule rides may call SEATS between 7:00 a.m. and 5:00 p.m. at 319-381-2658 to make arrangements for rides on days when rides are provided. Rides will be provided on a first come, first served basis as capacity permits.

3. SEATS will provide a vehicle and a driver to operate a shared on-demand response service for same day trips requested throughout Johnson County including those referred by North Liberty during the dates and times listed herein. Persons utilizing this service must be referred by the City of North Liberty following a determination that the person requesting the service is experiencing a barrier to accessing transportation. The final responsibility for determining approval for individuals wishing to utilize the service shall be the responsibility of Johnson County with the understanding they meet the ARPA funding guidelines for this service. Any appeals to eligibility will go through Johnson County SEATS.

4. The referral and approval of clients shall be coordinated between North Liberty and SEATS prior to any request for on-demand service by an approved client.



5. General public access to this service will be available to any person desiring to board the bus and going to and from the same location of the approved scheduled rider, subject to space availability on the vehicle as determined by SEATS. The service is ADA accessible to meet rider needs, but if an oversized wheelchair or special accommodations are expected a phone call ahead is recommended at least two hours in advance. General public fares for these services shall be five dollars. SEATS will be responsible for maintaining the fare box and collecting those \$5.00 fares from general public riders. Initial fares shall be: \$5.00.

6. All services funded under this contract and all uses made of vehicles provided by SEATS shall be insured with the following coverages carried by SEATS:

- a. General Liability - \$1,000,000
- b. Uninsured and Underinsured Motorist Bodily Injury - \$1,000,000
- c. Auto Liability - \$1,000,000
- d. Umbrella or excess liability insurance - \$2,000,000

7. Compensation for service will be in accordance with rates detailed in section E.1 below.

### **C. Responsibilities of SEATS**

1. SEATS shall serve as an independent contractor.

2. SEATS shall assure that the transit equipment, both owned by SEATS or leased by the East Central Iowa Council of Governments (ECICOG), is maintained in a safe and clean mechanical condition and in compliance with federal, state, and local vehicle safety laws and ordinances. The cost of all vehicle maintenance, repairs, and operations shall be the responsibility of SEATS. All repairs will be made promptly.

3. Drivers for all transit services provided under this contract shall be employed by SEATS. SEATS shall employ sufficient personnel to implement service and to obtain the services of back-up personnel to assure continuous service. All drivers shall be required to have a valid chauffeurs or commercial driver's license applicable to the type of vehicles they are responsible for operating and as required by state and federal laws. All drivers will also comply with the FTA drug and alcohol program testing requirements and no driver can operate a vehicle unless they have passed a pre-employment drug test and are part of a random test pool.

4. SEATS shall provide the necessary scheduling and dispatching support for these services.

5. SEATS shall notify North Liberty as soon as practical in the event of any unavoidable interruption or delay in service.

6. SEATS shall notify North Liberty of any incidents relating to passengers served under this contract.

7. SEATS shall maintain accounting and records for all services rendered.

8. SEATS shall provide to North Liberty a monthly billing for services rendered in the previous month by the fifteenth day of the month, including the number of North Liberty referred trips provided by SEATS, provided the origin and destination of all such trips begin or end in North Liberty.

9. SEATS shall permit inspection of its vehicles, services, books, and records by North Liberty upon the request of North Liberty.

10. SEATS shall communicate information about the availability of the above-described services, as well as other services of SEATS to both the target population of this contract and to the public.

11. SEATS shall comply with all applicable state and federal laws, including but not limited to, equal employment opportunity laws, nondiscrimination laws, affirmative action, traffic laws, motor vehicle equipment laws, drug and alcohol testing of safety-sensitive employees, confidentiality laws, Title VI, and freedom of information laws.

12. In the event of weather forced cancellation of service; SEATS shall notify North Liberty as soon as practical and announce cancelation of service to all media platforms available to SEATS.

13. Vehicles funded through Iowa DOT may be alternated to accumulate minimum mileage and may be used for other transit system purposes. However, these vehicles will not be used for uses prohibited by federal law, including but not limited to charter or school bus uses.

***D. Responsibilities of North Liberty***

1. North Liberty shall promptly pay all justified billings under this contract.

2. North Liberty shall comply with all state and federal laws regarding nondiscrimination in relation to the services covered by this contract.

3. North Liberty shall assist SEATS as requested in the design and scheduling of transit services to meet the needs of the target population.

4. North Liberty shall assist SEATS as requested in the dissemination of information to the target population regarding the availability of services under this contract as well as other transportation services of SEATS.

5. North Liberty shall review and evaluate client requests and agency referrals for North Liberty residents experiencing barriers to transportation and forward client requests to SEATS that meet the agreed upon eligibility criteria. Client requests or agency referrals to the program received by North Liberty for persons who do not meet the North Liberty residency requirements will be referred to SEATS for consideration of approval under the county same day on demand service funded by ARPA.

6. North Liberty shall provide all the marketing for this program as it applies to North Liberty residents.

***E. Compensation***

1. North Liberty shall pay SEATS for the provision of the services provided by SEATS pursuant to this contract. The estimated fully allocated cost currently is over \$45.00 per trip. North

Liberty will be billed \$25.00 per trip. The \$5.00 fare collected from riders will be paid to Johnson County for the cost of the service.

2. The County shall invoice North Liberty monthly by the 15th of the month for the actual number of trips that were referred by the City of North Liberty and transported by the ARPA same day on-demand service.

3. Payments shall be made to SEATS no later than the 28th of the month following the monthly service period for billing purposes. And, North Liberty shall ensure that SEATS receives all revenues related to ARPA no later than November 29, 2024.

#### ***F. Reporting***

Items to report on an on-going basis shall include incidents involving passengers transported under this contract, any uses of subcontracted providers to avoid interruptions in service, and any interruption of service.

#### ***G. Hold Harmless Provisions***

1. SEATS shall accept all risk and indemnify and hold North Liberty harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of SEATS or its employees or agents while carrying out the service of transporting a passenger for North Liberty.

2. North Liberty shall indemnify and hold SEATS harmless from all losses, damage, claims, demands, liabilities, suits or proceedings, including court costs, attorney's and witness fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of North Liberty or any of its employees or agents.

3. SEATS and North Liberty agree to assume all risk of loss and to indemnify and hold harmless the Iowa DOT, its officers, employees, ECICOG, the State of Iowa, and the federal government from any losses related to the provision of contract services or losses due to performance of equipment purchased with funds provided by the division and that arise out of the acts or omissions of SEATS or North Liberty or their employees or agents.

#### ***H. Entire Agreement***

This contract contains the entire agreement between North Liberty and SEATS. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

#### ***I. Amendments***

Any changes to this contract must be in writing, mutually agreed upon by both North Liberty and SEATS, and signed by the designated signatories from each entity. The provisions of any amendment shall be in effect as of the date specified in the amendment.

#### ***J. Termination***

Cancellation of this contract may be affected by either party for cause or convenience through written notice to the other party at least 30 days prior to the date of cancellation.

***K. Non-Renewal of contract***

This contract may not be renewed.

***L. Saving Clause***

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

***M. Assignability and Subcontracting***

1. This contract is not assignable to any other party without the written approval of North Liberty and SEATS.

2. No part of the transportation services described in this contract may be subcontracted by SEATS without the written approval of North Liberty.

3. Notwithstanding the provisions in "M.2." above, it is hereby agreed that SEATS may, under emergency circumstances, temporarily subcontract any portion of the service if it is deemed necessary by SEATS to avoid a service interruption. North Liberty shall be notified, in advance if possible, each time this provision is invoked.

***N. Acknowledgement***

SEATS and North Liberty acknowledge the contract between ECICOG and SEATS in effect at the time of the execution of this agreement and understand that this contract does not change or modify the rights and responsibilities set out therein.

***O. Designation of Officials***

1. The Chairperson of the Johnson County Board of Supervisors is the designated signatory for the Johnson County Board of Supervisors. Changes in the terms, conditions, or amounts specified in the contract must be approved by the Board of Supervisors. The Manager of SEATS is designated to negotiate changes to this contract.

2. The Mayor of North Liberty is the designated signatory for the City of North Liberty. Changes to the terms, conditions, or amounts specified in the contract must be approved by the North Liberty City Council. The City Administrator is designated to negotiate any changes to this contract.

**This contract agreement is adopted by SEATS and North Liberty as signed and dated below.**

**FOR JOHNSON COUNTY SEATS:**

By: \_\_\_\_\_  
Rod Sullivan,  
Chair, Johnson County Board of Supervisors

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

ATTEST:

\_\_\_\_\_

Travis Weipert, County Auditor

**FOR NORTH LIBERTY:**

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

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024; 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

**Resolution No. 2024-44**

**A RESOLUTION APPROVING THE CONTRACT FOR SAME-DAY ON-DEMAND TRANSIT SERVICES BETWEEN JOHNSON COUNTY SEATS AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, North Liberty wants to provide transit services to residents;

**WHEREAS**, SEATS, a department of Johnson County and a member of Corridor Ride, is designated as the regional transit provider for Johnson County; and

**WHEREAS**, Johnson County wishes to allocate portions of the County's ARPA funds to provide services to those affected by COVID-19 through the provision of same-day on-demand transit services; and

**WHEREAS**, the parties have set forth the terms and conditions for the provision of the same-day on-demand transit services in an agreement.

**NOW, THEREFORE, BE IT RESOLVED** that that the Contract for Same-Day On-Demand Transit Services between Johnson County SEATS and the City of North Liberty is approved.

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

**APPROVED AND ADOPTED** this 23rd day of April, 2024.

**CITY OF NORTH LIBERTY:**

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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.

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TRACEY MULCAHEY, CITY CLERK



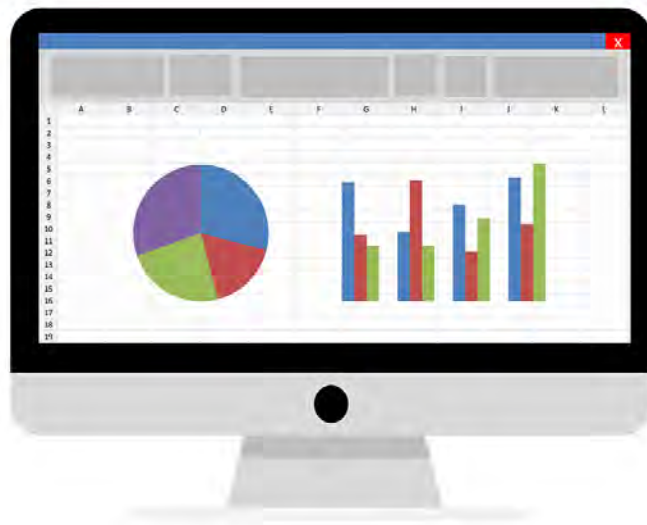


# **FY 25 Budget**



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Financial Planning Model  
For Year Ending June 30, 2025  
*(Updated February 7, 2024)*



# Public Safety

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Police</b>							
Budget Inflation Rate		3.80%	4.24%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 3,109,742	\$ 3,221,068	\$ 3,410,629	\$ 3,581,160	\$ 3,760,218	\$ 3,948,229	\$ 4,145,641
Services & Commodities	\$ 390,587	\$ 446,300	\$ 508,300	\$ 533,715	\$ 560,401	\$ 588,421	\$ 617,842
Capital Outlay	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 124,982	\$ 85,700	\$ 3,700	\$ 187,700	\$ 123,700	\$ 143,700	\$ 208,700
<b>Total</b>	<b>\$ 3,625,312</b>	<b>\$ 3,763,068</b>	<b>\$ 3,922,629</b>	<b>\$ 4,302,575</b>	<b>\$ 4,444,319</b>	<b>\$ 4,680,350</b>	<b>\$ 4,972,183</b>
<b>Emergency Management</b>							
Budget Inflation Rate		34.96%	3.96%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 22,451	\$ 30,300	\$ 31,500	\$ 32,760	\$ 34,070	\$ 35,433	\$ 36,851
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 22,451</b>	<b>\$ 30,300</b>	<b>\$ 31,500</b>	<b>\$ 32,760</b>	<b>\$ 34,070</b>	<b>\$ 35,433</b>	<b>\$ 36,851</b>
<b>Fire</b>							
Budget Inflation Rate		25.70%	8.50%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 983,424	\$ 1,195,777	\$ 1,359,026	\$ 1,426,977	\$ 1,498,326	\$ 1,573,242	\$ 1,651,905
SAFER Grant	\$ 41,850	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Services & Commodities	\$ 163,166	\$ 195,400	\$ 204,600	\$ 214,830	\$ 225,572	\$ 236,850	\$ 248,693
Capital Outlay	\$ -	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
Transfers	\$ 4,900	\$ 49,900	\$ 4,900	\$ 4,900	\$ 4,900	\$ 4,900	\$ 154,900
<b>Total</b>	<b>\$ 1,193,340</b>	<b>\$ 1,500,077</b>	<b>\$ 1,627,526</b>	<b>\$ 1,705,707</b>	<b>\$ 1,787,798</b>	<b>\$ 1,873,993</b>	<b>\$ 2,114,497</b>
<b>Building Inspections</b>							
Budget Inflation Rate		7.69%	4.35%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 429,411	\$ 459,727	\$ 482,682	\$ 506,816	\$ 532,157	\$ 558,765	\$ 586,703
Services & Commodities	\$ 73,070	\$ 81,466	\$ 82,098	\$ 86,203	\$ 90,513	\$ 95,039	\$ 99,791
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
<b>Total</b>	<b>\$ 503,482</b>	<b>\$ 542,193</b>	<b>\$ 565,780</b>	<b>\$ 594,019</b>	<b>\$ 623,670</b>	<b>\$ 654,803</b>	<b>\$ 687,494</b>
<b>Animal Control</b>							
Budget Inflation Rate		-52.43%	71.18%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ 1,924	\$ 20,164	\$ 34,030	\$ 27,040	\$ 28,122	\$ 29,246	\$ 30,416
Services & Commodities	\$ 3,507	\$ 18,100	\$ 31,470	\$ 32,729	\$ 34,038	\$ 35,399	\$ 36,815
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 80,431</b>	<b>\$ 38,264</b>	<b>\$ 65,500</b>	<b>\$ 59,769</b>	<b>\$ 62,160</b>	<b>\$ 64,646</b>	<b>\$ 67,232</b>
<b>Traffic Safety (Crossing Guards)</b>							
Budget Inflation Rate		61.48%	-33.73%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 29,484	\$ 47,936	\$ 31,600	\$ 33,180	\$ 34,839	\$ 36,581	\$ 38,410
Services & Commodities	\$ 510	\$ 500	\$ 500	\$ 525	\$ 551	\$ 579	\$ 608
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 29,994</b>	<b>\$ 48,436</b>	<b>\$ 32,100</b>	<b>\$ 33,705</b>	<b>\$ 35,390</b>	<b>\$ 37,160</b>	<b>\$ 39,018</b>
<b>Total Expenditures</b>	<b>\$ 5,455,010</b>	<b>\$ 5,922,338</b>	<b>\$ 6,245,035</b>	<b>\$ 6,728,536</b>	<b>\$ 6,987,407</b>	<b>\$ 7,346,385</b>	<b>\$ 7,917,274</b>

ACCOUNT FOR new full time animal control officer \*half year FY24 \*full year FY25 & postpone filling vacant position

ADD Flock Safety license plate recognition cameras

REPLACE computer equipment (\$3.7K)

ACCOUNT FOR Fire Marshal to full time & increase part time coverage adding 100hrs/week

REPLACE protective gear (\$24K)

REPLACE computer equipment (\$4.9K)

REPLACE computer equipment (\$1K)

ACCOUNT FOR new full time animal control officer \*half year FY24 \*full year FY25

ADD supplies, equipment & software for new position

## A Breakdown of Public Safety

% of General Fund Budget	31.06%	33.23%	33.30%	33.91%	33.69%	33.78%	34.70%
Cost/Capita	\$ 246.68	\$ 261.37	\$ 269.14	\$ 283.32	\$ 287.62	\$ 295.76	\$ 311.90
Total Personnel Costs	\$ 4,553,985	\$ 4,944,672	\$ 5,317,967	\$ 5,575,174	\$ 5,853,662	\$ 6,146,064	\$ 6,453,075
% of Public Safety Expenditures	83.48%	83.49%	85.16%	82.86%	83.77%	83.66%	81.51%

# Fire Capital Fund

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Revenues</b>							
Transfer from General Fund	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer from Reserves	\$ -	\$ 49,900	\$ -	\$ -	\$ -	\$ -	\$ -
UIHC Fire Protection Agreement	\$ -	\$ -	\$ 36,722	\$ 36,722	\$ 36,722	\$ 36,722	\$ 36,722
Other Revenue	\$ 8,111	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bond Proceeds	\$ -	\$ -	\$ -	\$ 7,000,000	\$ 1,800,000	\$ 1,000,000	\$ -
<b>Total Revenues</b>	<b>\$ 8,111</b>	<b>\$ 94,900</b>	<b>\$ 36,722</b>	<b>\$ 7,036,722</b>	<b>\$ 1,836,722</b>	<b>\$ 1,036,722</b>	<b>\$ 36,722</b>
<b>Fleet &amp; Equipment*</b>							
Personal Protective Gear & Equip	\$ 22,839						
Off-Road Brush Fire Truck	\$ 250,630						
Training Tower Conex boxes	\$ 41,540						
SCBA Compressor & Fill Station	\$ 66,404						
Command/EMS Vehicle		\$ 80,000					
Fire Station #2				\$ 7,000,000			
Platform Ladder Truck					1800000		
Fire Station #2 Pumper Truck						\$ 1,000,000	
<b>Total Expenditures</b>	<b>\$ 381,413</b>	<b>\$ 80,000</b>	<b>\$ -</b>	<b>\$ 7,000,000</b>	<b>\$ 1,800,000</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (373,302)</b>	<b>\$ 14,900</b>	<b>\$ 36,722</b>	<b>\$ 36,722</b>	<b>\$ 36,722</b>	<b>\$ 36,722</b>	<b>\$ 36,722</b>
Beginning Fund Balance	\$ 672,954	\$ 299,652	\$ 314,552	\$ 351,274	\$ 387,996	\$ 424,718	\$ 461,440
Ending Fund Balance	\$ 299,652	\$ 314,552	\$ 351,274	\$ 387,996	\$ 424,718	\$ 461,440	\$ 498,162

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

Assigned Balance (Savings for Below List of Future Expenditures, FY Balance)							
Fire Station #2	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
Unassigned Balance	\$ 64,552	\$ 101,274	\$ 174,718	\$ 211,440	\$ 248,162	\$ 284,884	

# Public Works

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Solid Waste Collection</b>							
Budget Inflation Rate		33.47%	0.00%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 1,517,992	\$ 2,026,000	\$ 2,026,000	\$ 2,107,040	\$ 2,191,322	\$ 2,278,974	\$ 2,370,133
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 1,517,992</b>	<b>\$ 2,026,000</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		5.68%	0.00%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 165,596	\$ 175,000	\$ 175,000	\$ 182,000	\$ 189,280	\$ 196,851	\$ 204,725
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 165,596</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 182,000</b>	<b>\$ 189,280</b>	<b>\$ 196,851</b>	<b>\$ 204,725</b>
<b>Streets</b>							
Budget Inflation Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 4,034	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 4,034</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 1,687,621</b>	<b>\$ 2,201,000</b>	<b>\$ 2,201,000</b>	<b>\$ 2,289,040</b>	<b>\$ 2,380,602</b>	<b>\$ 2,475,826</b>	<b>\$ 2,574,859</b>

## A Breakdown of Public Works

% of General Fund Budget	9.61%	12.35%	11.74%	11.54%	11.48%	11.38%	11.28%
Cost/Capita	\$ 76.31	\$ 97.14	\$ 94.85	\$ 96.38	\$ 97.99	\$ 99.67	\$ 101.44
Total Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% of Public Works Expenditures	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

# Health & Social Services

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Social Services</b>							
Budget Inflation Rate		8.39%	9.68%	3.00%	3.00%	3.00%	3.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 143,000	\$ 155,000	\$ 170,000	\$ 175,100	\$ 180,353	\$ 185,764	\$ 191,336
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 143,000</b>	<b>\$ 155,000</b>	<b>\$ 170,000</b>	<b>\$ 175,100</b>	<b>\$ 180,353</b>	<b>\$ 185,764</b>	<b>\$ 191,336</b>
<b>Total Expenditures</b>	<b>\$ 143,000</b>	<b>\$ 155,000</b>	<b>\$ 170,000</b>	<b>\$ 175,100</b>	<b>\$ 180,353</b>	<b>\$ 185,764</b>	<b>\$ 191,336</b>

## A Breakdown of Social Services

% of General Fund Budget	0.81%	0.87%	0.91%	0.88%	0.87%	0.85%	0.84%
Cost/Capita	\$ 6.47	\$ 6.84	\$ 7.33	\$ 7.37	\$ 7.42	\$ 7.48	\$ 7.54
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	FY23 Award	FY24 Award	FY25 Request	FY25 Actual
4Cs Community Coordinated Child Care	\$ 5,000	\$ 5,000	\$ -	\$ -
Any Given Child (ICCS)	\$ 5,000	\$ 5,000	\$ -	\$ -
Arc of Southeast Iowa	\$ 2,000	\$ 2,000	\$ -	\$ -
Big Brothers/Big Sisters	\$ 8,000	\$ 8,000	\$ -	\$ -
CommUnity Crisis Services & Food Bank	\$ 11,800	\$ 12,000	\$ -	\$ -
Corridor Community Action Network	\$ 2,000	\$ -	\$ -	\$ -
Domestic Violence Intervention Program	\$ 7,000	\$ 6,500	\$ -	\$ -
Horizons, A Family Service Alliance (Meals)	\$ 10,000	\$ 10,000	\$ -	\$ -
Families Helping Families of Iowa	\$ -	\$ 750	\$ -	\$ -
Friends of the Iowa City Senior Center	\$ 7,000	\$ 7,450	\$ -	\$ -
Girls on the Run of Eastern Iowa	\$ 3,200	\$ 3,000	\$ -	\$ -
Houses into Homes	\$ 8,000	\$ 7,000	\$ -	\$ -
Housing Trust Fund of Johnson Co	\$ 20,000	\$ 20,000	\$ -	\$ -
Iowa City Free Medical & Dental Clinic	\$ 5,000	\$ 5,800	\$ -	\$ -
Iowa LEAP	\$ -	\$ 1,500	\$ -	\$ -
Iowa Legal Aid	\$ 5,000	\$ 5,000	\$ -	\$ -
Iowa Matrix (I AM AWARE program)	\$ 2,000	\$ -	\$ -	\$ -
NL Community Pantry	\$ 20,000	\$ 25,000	\$ -	\$ -
Rape Victim Advocacy Program	\$ 3,500	\$ 3,500	\$ -	\$ -
Shelter House Community Shelter	\$ 10,000	\$ 10,000	\$ -	\$ -
Sober Living	\$ -	\$ 1,500	\$ -	\$ -
Table to Table	\$ 7,000	\$ 7,000	\$ -	\$ -
United Action for Youth	\$ 8,500	\$ 9,000	\$ -	\$ -
<b>Total</b>	<b>\$ 150,000</b>	<b>\$ 155,000</b>	<b>\$ -</b>	<b>\$ -</b>

# Culture & Recreation

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated	
<b>Library</b>								REPLACE computer equipment (\$2.2K)
Budget Inflation Rate		-4.90%	6.71%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 1,020,612	\$ 1,072,130	\$ 1,149,611	\$ 1,207,092	\$ 1,267,446	\$ 1,330,818	\$ 1,397,359	
Services & Commodities	\$ 312,232	\$ 295,140	\$ 309,545	\$ 325,022	\$ 341,273	\$ 358,337	\$ 376,254	ACCOUNT FOR new full time laborer
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ 107,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	*half year FY24 *full year FY25
<b>Total</b>	<b>\$ 1,440,045</b>	<b>\$ 1,369,470</b>	<b>\$ 1,461,356</b>	<b>\$ 1,534,314</b>	<b>\$ 1,610,919</b>	<b>\$ 1,691,355</b>	<b>\$ 1,775,813</b>	
<b>Parks, Buildings &amp; Grounds</b>								REPLACE skid steer shared with Stormwater (\$55K); wide area mower (\$55K); computer equipment (\$1.2K)
Budget Inflation Rate		13.06%	5.89%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 851,391	\$ 862,720	\$ 948,177	\$ 995,586	\$ 1,045,365	\$ 1,097,633	\$ 1,152,515	
Services & Commodities	\$ 222,632	\$ 263,850	\$ 294,899	\$ 309,644	\$ 325,126	\$ 341,382	\$ 358,452	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ 57,200	\$ 152,400	\$ 111,200	\$ 171,200	\$ 183,200	\$ 139,450	\$ 1,200	
<b>Total</b>	<b>\$ 1,131,223</b>	<b>\$ 1,278,970</b>	<b>\$ 1,354,276</b>	<b>\$ 1,476,430</b>	<b>\$ 1,553,691</b>	<b>\$ 1,578,466</b>	<b>\$ 1,512,167</b>	
<b>Recreation</b>								REPLACE exercise equipment (\$20K); BASP Van (\$55K); computer equipment (\$3.4K)
Budget Inflation Rate		-1.47%	11.63%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 1,338,933	\$ 1,323,557	\$ 1,454,778	\$ 1,527,517	\$ 1,603,893	\$ 1,684,087	\$ 1,768,292	
Services & Commodities	\$ 502,892	\$ 495,500	\$ 551,401	\$ 578,971	\$ 607,920	\$ 638,316	\$ 670,231	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ 53,400	\$ 48,400	\$ 78,400	\$ 63,900	\$ 69,900	\$ 126,400	\$ 83,400	
<b>Total</b>	<b>\$ 1,895,225</b>	<b>\$ 1,867,457</b>	<b>\$ 2,084,579</b>	<b>\$ 2,170,388</b>	<b>\$ 2,281,712</b>	<b>\$ 2,448,803</b>	<b>\$ 2,521,923</b>	
<b>Community Center</b>								REPLACE second floor windows (\$32K)
Budget Inflation Rate		52.77%	9.86%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Services & Commodities	\$ 133,229	\$ 257,000	\$ 250,333	\$ 262,850	\$ 275,992	\$ 289,792	\$ 304,281	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ 35,000	\$ -	\$ 32,000	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 168,229</b>	<b>\$ 257,000</b>	<b>\$ 282,333</b>	<b>\$ 262,850</b>	<b>\$ 275,992</b>	<b>\$ 289,792</b>	<b>\$ 304,281</b>	
<b>Cemetery</b>								
Budget Inflation Rate		29.64%	0.00%	6.00%	6.00%	6.00%	6.00%	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Services & Commodities	\$ 30,855	\$ 40,000	\$ 40,000	\$ 42,400	\$ 44,944	\$ 47,641	\$ 50,499	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 30,855</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		3.48%	1.82%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 766,070	\$ 704,208	\$ 693,960	\$ 728,658	\$ 765,091	\$ 803,345	\$ 843,513	
Services & Commodities	\$ 283,132	\$ 381,500	\$ 411,525	\$ 432,101	\$ 453,706	\$ 476,392	\$ 500,211	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 1,049,202</b>	<b>\$ 1,085,708</b>	<b>\$ 1,105,485</b>	<b>\$ 1,160,759</b>	<b>\$ 1,218,797</b>	<b>\$ 1,279,737</b>	<b>\$ 1,343,724</b>	
<b>Total Expenditures</b>	<b>\$ 5,714,779</b>	<b>\$ 5,898,605</b>	<b>\$ 6,328,029</b>	<b>\$ 6,647,140</b>	<b>\$ 6,986,056</b>	<b>\$ 7,335,794</b>	<b>\$ 7,508,407</b>	

## A Breakdown of Culture & Recreation

% of General Fund Budget	32.54%	33.10%	33.75%	33.50%	33.68%	33.73%	32.90%
Cost/Capita	\$ 258.42	\$ 260.32	\$ 272.71	\$ 279.89	\$ 287.56	\$ 295.33	\$ 295.79
Total Personnel Costs	\$ 3,977,006	\$ 3,962,615	\$ 4,246,526	\$ 4,458,852	\$ 4,681,795	\$ 4,915,885	\$ 5,161,679
% of C & R Expenditures	69.59%	67.18%	67.11%	67.08%	67.02%	67.01%	68.75%



# Community Center Fund

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Revenues</b>							
Transfer from General Fund	\$ 85,000	\$ 15,000	\$ 52,000	\$ -	\$ -	\$ 50,000	\$ 50,000
Transfer from Hotel/Motel Tax	\$ -	\$ 18,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ -
Other Revenue	\$ 330,806	\$ 14,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000
General Obligation Bond Proceeds	\$ -	\$ -	\$ -	\$ 600,000	\$ 400,000	\$ 400,000	\$ 189,000
<b>Total Revenues</b>	<b>\$ 415,806</b>	<b>\$ 47,000</b>	<b>\$ 165,000</b>	<b>\$ 663,000</b>	<b>\$ 463,000</b>	<b>\$ 563,000</b>	<b>\$ 252,000</b>
<b>Capital Improvements*</b>							
Vending Expenses	\$ 8,687	\$ 14,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000
Weight/Exercise Equipment	\$ 36,280	\$ 15,000	\$ 20,000			\$ 50,000	\$ 50,000
Community Center Roof	\$ 602,315						
Pool Heater	\$ 78,252						
Exterior Masonry - Clean & Paint		\$ 50,000					
Joint Sealants		\$ 35,000					
Aquatics Enhancements		\$ 18,000	\$ 50,000	\$ 100,000		\$ 100,000	
Parking Lot & Sidewalks			\$ 50,000	\$ 300,000	\$ 400,000	\$ 400,000	
Windows (24) - Second Floor			\$ 32,000				
Remodel Aquatic Bathrooms				\$ 250,000			
Gymnasium Curtains & System					\$ 50,000		
Acoustical Ceiling Tile in Gerdin							\$ 15,000
Cabinet Replacement/Refurbishment							\$ 75,000
Door & Window Frame Refinishing./Repainting							\$ 74,000
Track Painting							\$ 25,000
<b>Total Expenditures</b>	<b>\$ 725,534</b>	<b>\$ 132,000</b>	<b>\$ 165,000</b>	<b>\$ 663,000</b>	<b>\$ 463,000</b>	<b>\$ 563,000</b>	<b>\$ 252,000</b>
<b>Net Change in Fund Balance</b>	<b>\$ (309,727)</b>	<b>\$ (85,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Beginning Fund Balance	\$ 590,395	\$ 370,092	\$ 285,092	\$ 285,092	\$ 285,092	\$ 285,092	\$ 285,092
Ending Fund Balance	\$ 370,092	\$ 285,092	\$ 285,092	\$ 285,092	\$ 285,092	\$ 285,092	\$ 285,092

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

Assigned Balance (Savings for Future Expenditures, FY Balance as Listed)							
Aquatics Capital	\$ 110,567	\$ 92,567	\$ 92,567				
Aquatics HVAC & Heater Projects	\$ -	\$ -	\$ -				
Recreation Equipment	\$ 57,000	\$ 57,000	\$ 57,000				
Community Center Boilers	\$ 90,000	\$ 90,000	\$ 90,000				
Community Center	\$ 96,224	\$ 11,224	\$ 11,224				
Community Center Lift	\$ 15,000	\$ 15,000	\$ 15,000				
Esias Grimes Scholarship Fund	\$ 1,300	\$ 1,300	\$ 1,300				
<b>Assigned Balance Total</b>	<b>\$ 370,091</b>	<b>\$ 267,091</b>	<b>\$ 267,091</b>				
<b>Unassigned Balance</b>	<b>\$ 1</b>	<b>\$ 18,001</b>	<b>\$ 18,001</b>	<b>\$ 18,001</b>	<b>\$ 18,001</b>	<b>\$ 18,001</b>	<b>\$ 18,001</b>

# Community & Economic Development

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Housing &amp; Urban Renewal</b>							
Budget Inflation Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 143,805	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 143,805</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Economic Development</b>							
Budget Inflation Rate		14.29%	18.57%	3.00%	3.00%	3.00%	3.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 122,500	\$ 140,000	\$ 166,000	\$ 170,980	\$ 176,109	\$ 181,393	\$ 186,834
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 122,500</b>	<b>\$ 140,000</b>	<b>\$ 166,000</b>	<b>\$ 170,980</b>	<b>\$ 176,109</b>	<b>\$ 181,393</b>	<b>\$ 186,834</b>
<b>Planning &amp; Zoning</b>							
Budget Inflation Rate		-1.73%	3.09%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 230,778	\$ 254,777	\$ 268,812	\$ 282,253	\$ 296,365	\$ 311,183	\$ 326,743
Services & Commodities	\$ 329,209	\$ 295,500	\$ 298,456	\$ 313,379	\$ 329,048	\$ 345,500	\$ 362,775
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 559,987</b>	<b>\$ 550,277</b>	<b>\$ 567,268</b>	<b>\$ 595,631</b>	<b>\$ 625,413</b>	<b>\$ 656,684</b>	<b>\$ 689,518</b>
<b>Community Relations</b>							
Budget Inflation Rate		21.10%	12.90%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 424,994	\$ 511,872	\$ 572,843	\$ 601,485	\$ 631,559	\$ 663,137	\$ 696,294
Services & Commodities	\$ 62,834	\$ 79,300	\$ 94,807	\$ 100,000	\$ 105,000	\$ 110,250	\$ 115,763
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900
<b>Total</b>	<b>\$ 489,728</b>	<b>\$ 593,072</b>	<b>\$ 669,550</b>	<b>\$ 703,385</b>	<b>\$ 738,459</b>	<b>\$ 775,287</b>	<b>\$ 813,957</b>
<b>Total Expenditures</b>	<b>\$ 1,316,020</b>	<b>\$ 1,283,349</b>	<b>\$ 1,402,818</b>	<b>\$ 1,469,997</b>	<b>\$ 1,539,982</b>	<b>\$ 1,613,364</b>	<b>\$ 1,690,309</b>

SUPPORT  
Greater IC Inc.  
(\$96K);  
Blues BBQ  
(\$50K);  
UNESCO (\$10K);  
Entrepren'l Dev't  
Center (\$10K)

ACCOUNT FOR  
new full time  
event assistant  
\*half year FY24  
\*full year FY25

ACCOUNT FOR  
website &  
electronic  
message board  
updates

## A Breakdown of Community & Economic Development

% of General Fund Budget	7.49%	7.20%	7.48%	7.41%	7.42%	7.42%	7.41%
Cost/Capita	\$ 59.51	\$ 56.64	\$ 60.46	\$ 61.90	\$ 63.39	\$ 64.95	\$ 66.59
Total Personnel Costs	\$ 655,773	\$ 766,649	\$ 841,655	\$ 883,738	\$ 927,925	\$ 974,321	\$ 1,023,037
% of C & ED Expenditures	49.83%	59.74%	60.00%	60.12%	60.26%	60.39%	60.52%

# General Government

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Mayor &amp; Council</b>							
Budget Inflation Rate		58.84%	-9.03%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 13,816	\$ 23,943	\$ 21,737	\$ 22,824	\$ 23,965	\$ 25,163	\$ 26,421
Services & Commodities	\$ 1,572	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 15,388</b>	<b>\$ 24,443</b>	<b>\$ 22,237</b>	<b>\$ 23,324</b>	<b>\$ 24,465</b>	<b>\$ 25,663</b>	<b>\$ 26,921</b>
<b>Administration</b>							
Budget Inflation Rate		-32.46%	2.23%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 1,246,825	\$ 1,304,643	\$ 1,526,861	\$ 1,603,204	\$ 1,683,364	\$ 1,767,532	\$ 1,855,909
Services & Commodities	\$ 788,625	\$ 676,500	\$ 498,459	\$ 523,382	\$ 549,551	\$ 577,029	\$ 605,880
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 904,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300	\$ 4,300
<b>Total</b>	<b>\$ 2,939,749</b>	<b>\$ 1,985,443</b>	<b>\$ 2,029,620</b>	<b>\$ 2,130,886</b>	<b>\$ 2,237,215</b>	<b>\$ 2,348,861</b>	<b>\$ 2,466,089</b>
<b>Elections</b>							
Budget Inflation Rate							
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ -	\$ 7,500	\$ -	\$ 8,500	\$ 16,000	\$ 9,500	\$ 15,000
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ 7,500</b>	<b>\$ -</b>	<b>\$ 8,500</b>	<b>\$ 16,000</b>	<b>\$ 9,500</b>	<b>\$ 15,000</b>
<b>Legal &amp; Tort Liability</b>							
Budget Inflation Rate		8.47%	3.66%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 233,861	\$ 254,391	\$ 263,318	\$ 276,484	\$ 290,308	\$ 304,823	\$ 320,065
Services & Commodities	\$ 23,684	\$ 24,980	\$ 26,271	\$ 27,585	\$ 28,964	\$ 30,412	\$ 31,933
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 257,545</b>	<b>\$ 279,371</b>	<b>\$ 289,589</b>	<b>\$ 304,068</b>	<b>\$ 319,272</b>	<b>\$ 335,235</b>	<b>\$ 351,997</b>
<b>Personnel</b>							
Budget Inflation Rate		90.42%	0.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 23,759	\$ 35,000	\$ 35,000	\$ 36,750	\$ 38,588	\$ 40,517	\$ 42,543
Services & Commodities	\$ 9,325	\$ 28,000	\$ 28,000	\$ 29,400	\$ 30,870	\$ 32,414	\$ 34,034
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 33,084</b>	<b>\$ 63,000</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>\$ 3,245,767</b>	<b>\$ 2,359,757</b>	<b>\$ 2,404,446</b>	<b>\$ 2,532,928</b>	<b>\$ 2,666,410</b>	<b>\$ 2,792,190</b>	<b>\$ 2,936,585</b>

ACCOUNT FOR  
new full time  
desktop technician  
\*half year FY24  
\*full year FY25  
&  
new full time  
finance position in  
FY25  
\*partially covered  
by transfer from  
RUT, WW, Water,  
Stormwater

ACCOUNT FOR  
elimination of City  
Hall lease payment

REPLACE  
computer  
equipment (\$4.3K)

## A Breakdown of General Government

% of General Fund Budget	18.48%	13.24%	12.82%	12.77%	12.86%	12.84%	12.87%
Cost/Capita	\$ 146.77	\$ 104.14	\$ 103.62	\$ 106.65	\$ 109.76	\$ 112.41	\$ 115.69
Total Personnel Costs	\$ 1,518,262	\$ 1,617,977	\$ 1,846,916	\$ 1,939,262	\$ 2,036,225	\$ 2,138,036	\$ 2,244,937.94
% of General Gov't Expenditure	46.78%	68.57%	76.81%	76.56%	76.37%	76.57%	76.45%

# General Fund Revenues (NEW)

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Taxable Rate - NEW FORMULAS FOR FY25</b>							
<i>PYNTTV</i>							
Previous Year Non-TIF Taxable Value, including Utility Replacement	n/a	n/a	\$1,089,269,453	\$1,162,658,654	\$1,220,791,587	\$1,281,831,166	\$1,320,286,101
<i>BYNTTV</i>							
Budget Year Non-TIF Taxable Value, including Utility Replacement	\$1,051,996,465	\$1,089,269,453	\$1,162,658,654	\$1,220,791,587	\$1,281,831,166	\$1,320,286,101	\$1,359,894,684
Growth Rate		3.54%	6.74%	5.00%	5.00%	3.00%	3.00%
<i>PYGFL</i>							
Previous Year General Fund Levy	\$8.10000	\$8.10000	\$8.10000	\$7.86408	\$7.70988	\$7.55871	\$7.41050
IF growth is less than 3%, THEN NO multiplier of <i>PYNTTV</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IF growth is between 3% & 5.99%, THEN multiply <i>PYNTTV</i> by 1.02	n/a	n/a	n/a	\$1,185,911,827	\$1,245,207,418	\$1,307,467,789	\$1,346,691,823
IF growth is 6% or greater, THEN multiply <i>PYNTTV</i> by 1.03	n/a	n/a	\$1,121,947,537	n/a	n/a	n/a	n/a
<i>PYGFPTC</i>							
Previous Year General Fund Property Taxes Certified, including Utility Replacement Request		n/a	\$8,823,083	\$9,143,238	\$9,412,157	\$9,688,985	\$9,783,975
<b>Taxable Value - Budget Year Non-TIF Taxable Value, excluding Utility Replacement</b>							
Regular	n/a	n/a	\$1,157,371,546	\$1,187,815,735	\$1,209,269,425	\$1,241,830,352	\$1,265,369,356
Agriculture	\$2,306,058	\$2,422,565	\$2,293,055	\$2,293,055	\$2,293,055	\$2,293,055	\$2,293,055
<b>Tax Rates</b>							
<i>ACGFL</i>							
Adjusted City General Fund Levy [( <i>PYGFPTC</i> ÷ <i>PYNTTV</i> ) × 1,000]	\$8.10000	\$8.10000	\$7.86408	\$7.70988	\$7.55871	\$7.41050	\$7.26519
Insurance	\$0.00000	\$0.00000	\$0.23592	\$0.24711	\$0.26093	\$0.27315	\$0.28817
Other	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Trust & Agency	\$2.00238	\$2.20805	\$2.29068	\$2.29068	\$2.29068	\$2.29068	\$2.29068
<b>Total Non-Ag</b>	<b>\$10.10238</b>	<b>\$10.30805</b>	<b>\$10.39068</b>	<b>\$10.24767</b>	<b>\$10.11032</b>	<b>\$9.97433</b>	<b>\$9.84405</b>
Agriculture	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375
<b>Property Tax Revenues &amp; Credits</b>							
General	\$8,468,659	\$8,782,821	\$9,101,662	\$9,157,917	\$9,140,512	\$9,202,579	\$9,193,152
Insurance	\$-	\$-	\$273,047	\$293,526	\$315,540	\$339,205	\$364,646
Other	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Trust & Agency	\$2,150,386	\$2,477,028	\$2,715,910	\$2,796,443	\$2,936,265	\$3,024,353	\$3,115,084
Agriculture	\$6,697	\$7,277	\$6,888	\$6,888	\$6,888	\$6,888	\$6,888
Utility Excise Tax	\$17,613	\$40,262	\$42,826	\$51,240	\$51,240	\$51,240	\$51,240
Mobile Home Taxes	\$19,479	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Monies & Credits	\$402,417	\$356,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
<b>Total</b>	<b>\$11,065,252</b>	<b>\$11,688,388</b>	<b>\$12,565,332</b>	<b>\$12,731,013</b>	<b>\$12,875,445</b>	<b>\$13,049,265</b>	<b>\$13,156,009</b>
Licenses & Permits	Inflationary Rate \$896,999	-2.06% \$878,480	0.92% \$886,580	1.00% \$895,446	1.00% \$904,400	1.00% \$913,444	1.00% \$922,579
Use of Money	Inflationary Rate \$188,275	15.31% \$217,100	11.15% \$241,300	1.00% \$243,713	1.00% \$246,150	1.00% \$248,612	1.00% \$251,098
Intergovernmental	Inflationary Rate \$741,091	-11.49% \$655,952	9.10% \$715,644	1.00% \$722,800	1.00% \$730,028	1.00% \$737,329	1.00% \$744,702
Charges for Services	Inflationary Rate \$2,651,966	17.05% \$3,104,100	3.63% \$3,216,900	3.00% \$3,313,407	3.00% \$3,412,809	3.00% \$3,515,193	3.00% \$3,620,649
Miscellaneous	Inflationary Rate \$302,348	-28.69% \$215,600	0.00% \$215,600	2.00% \$219,912	2.00% \$224,310	2.00% \$228,796	2.00% \$233,372
Utility Accounting & Collection	Inflationary Rate \$498,541	12.72% \$561,952	25.41% \$704,725	3.00% \$739,961	3.00% \$776,959	3.00% \$815,807	3.00% \$856,598
Commercial Prop Tax Backfill	80% of backfill \$193,115	60% of backfill \$144,583	40% of backfill \$93,506	20% of backfill \$48,000	\$-	\$-	\$-
Business Property Tax Credit	Inflationary Rate \$-	\$119,041	0.00% \$111,976	0.00% \$111,976	0.00% \$111,976	0.00% \$111,976	0.00% \$111,976
ARPA Transfer In	\$275,000	\$155,000	\$-	\$-	\$-	\$-	\$-
<b>Total</b>	<b>\$16,812,588</b>	<b>\$17,740,196</b>	<b>\$18,751,563</b>	<b>\$19,026,229</b>	<b>\$19,282,078</b>	<b>\$19,620,423</b>	<b>\$19,896,982</b>

\$8.10 LEVY reduced as a result of growth

INSURANCE LEVY not previously used

# General Fund Summary

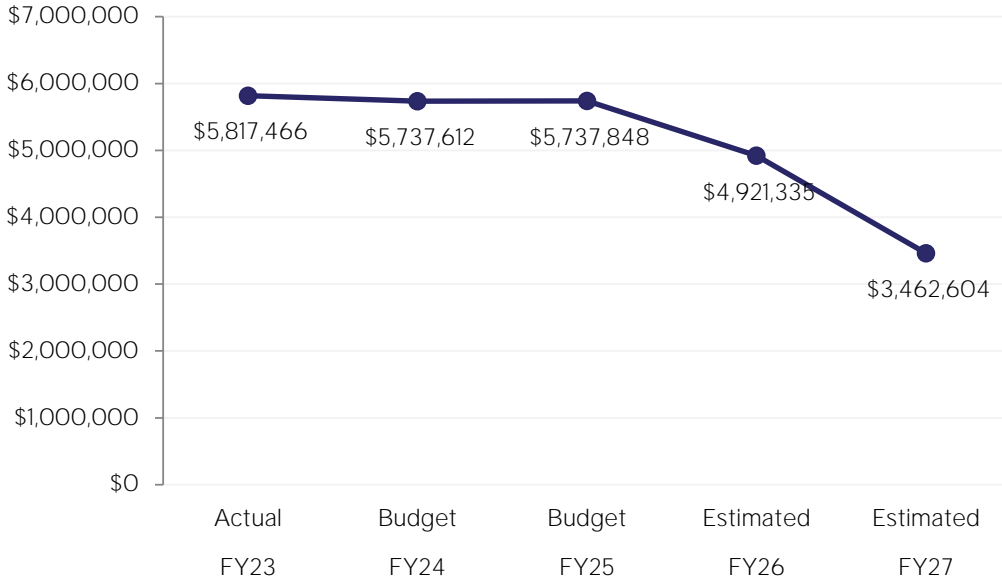
	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Revenues</b>							
Property Taxes	\$ 11,065,252	\$ 11,688,388	\$ 12,565,332	\$ 12,731,013	\$ 12,875,445	\$ 13,049,265	\$ 13,156,009
Licenses & Permits	\$ 896,999	\$ 878,480	\$ 886,580	\$ 895,446	\$ 904,400	\$ 913,444	\$ 922,579
Use of Money	\$ 188,275	\$ 217,100	\$ 241,300	\$ 243,713	\$ 246,150	\$ 248,612	\$ 251,098
Intergovernmental	\$ 741,091	\$ 655,952	\$ 715,644	\$ 722,800	\$ 730,028	\$ 737,329	\$ 744,702
Charges for Services	\$ 2,651,966	\$ 3,104,100	\$ 3,216,900	\$ 3,313,407	\$ 3,412,809	\$ 3,515,193	\$ 3,620,649
Miscellaneous	\$ 302,348	\$ 215,600	\$ 215,600	\$ 219,912	\$ 224,310	\$ 228,796	\$ 233,372
Utility Accounting & Collection	\$ 498,541	\$ 561,952	\$ 704,725	\$ 739,961	\$ 776,959	\$ 815,807	\$ 856,598
Commercial Property Tax Backfill	\$ 193,115	\$ 144,583	\$ 93,506	\$ 48,000	\$ -	\$ -	\$ -
Business Property Tax Credit	\$ -	\$ 119,041	\$ 111,976	\$ 111,976	\$ 111,976	\$ 111,976	\$ 111,976
ARPA Transfer In	\$ 275,000	\$ 155,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total General Fund Revenues</b>	<b>\$ 16,812,588</b>	<b>\$ 17,740,196</b>	<b>\$ 18,751,563</b>	<b>\$ 19,026,229</b>	<b>\$ 19,282,078</b>	<b>\$ 19,620,423</b>	<b>\$ 19,896,982</b>
<b>Expenditures</b>							
Public Safety	\$ 5,455,010	\$ 5,922,338	\$ 6,245,035	\$ 6,728,536	\$ 6,987,407	\$ 7,346,385	\$ 7,917,274
Public Works	\$ 1,687,621	\$ 2,201,000	\$ 2,201,000	\$ 2,289,040	\$ 2,380,602	\$ 2,475,826	\$ 2,574,859
Health & Social Services	\$ 143,000	\$ 155,000	\$ 170,000	\$ 175,100	\$ 180,353	\$ 185,764	\$ 191,336
Culture & Recreation	\$ 5,714,779	\$ 5,898,605	\$ 6,328,029	\$ 6,647,140	\$ 6,986,056	\$ 7,335,794	\$ 7,508,407
Community & Economic Dev't	\$ 1,316,020	\$ 1,283,349	\$ 1,402,818	\$ 1,469,997	\$ 1,539,982	\$ 1,613,364	\$ 1,690,309
General Government	\$ 3,245,767	\$ 2,359,757	\$ 2,404,446	\$ 2,532,928	\$ 2,666,410	\$ 2,792,190	\$ 2,936,585
<b>Total General Fund Expenditures</b>	<b>\$ 17,562,197</b>	<b>\$ 17,820,049</b>	<b>\$ 18,751,328</b>	<b>\$ 19,842,741</b>	<b>\$ 20,740,810</b>	<b>\$ 21,749,322</b>	<b>\$ 22,818,770</b>
Revenues - Expenditures =	\$ (749,609)	\$ (79,853)	\$ 235	\$ (816,512)	\$ (1,458,731)	\$ (2,128,899)	\$ (2,921,787)
Beginning Fund Balance	\$ 6,567,075	\$ 5,817,466	\$ 5,737,612	\$ 5,737,848	\$ 4,921,335	\$ 3,462,604	\$ 1,333,705
Ending Fund Balance	\$ 5,817,466	\$ 5,737,612	\$ 5,737,848	\$ 4,921,335	\$ 3,462,604	\$ 1,333,705	\$ (1,588,082)
% Reserved	34.60%	32.34%	30.60%	25.87%	17.96%	6.80%	-7.98%
Total Revenues/Capita	\$ 760	\$ 783	\$ 808	\$ 801	\$ 794	\$ 790	\$ 784
<b>Expenditures/Capita</b>							
Public Safety	\$ 247	\$ 261	\$ 269	\$ 283	\$ 288	\$ 296	\$ 312
Public Works	\$ 76	\$ 97	\$ 95	\$ 96	\$ 98	\$ 100	\$ 101
Health & Social Services	\$ 6	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7	\$ 8
Culture & Recreation	\$ 258	\$ 260	\$ 273	\$ 280	\$ 288	\$ 295	\$ 296
Community & Economic Dev't	\$ 60	\$ 57	\$ 60	\$ 62	\$ 63	\$ 65	\$ 67
General Government	\$ 147	\$ 104	\$ 104	\$ 107	\$ 110	\$ 112	\$ 116
<b>Total GF Expenditures/Capita</b>	<b>\$ 794</b>	<b>\$ 786</b>	<b>\$ 808</b>	<b>\$ 836</b>	<b>\$ 854</b>	<b>\$ 876</b>	<b>\$ 899</b>
<b>Personnel Expenditures</b>							
Public Safety	\$ 4,553,985	\$ 4,944,672	\$ 5,317,967	\$ 5,575,174	\$ 5,853,662	\$ 6,146,064	\$ 6,453,075
Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health & Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Culture & Recreation	\$ 3,977,006	\$ 3,962,615	\$ 4,246,526	\$ 4,458,852	\$ 4,681,795	\$ 4,915,885	\$ 5,161,679
Community & Economic Dev't	\$ 655,773	\$ 766,649	\$ 841,655	\$ 883,738	\$ 927,925	\$ 974,321	\$ 1,023,037
General Government	\$ 1,518,262	\$ 1,617,977	\$ 1,846,916	\$ 1,939,262	\$ 2,036,225	\$ 2,138,036	\$ 2,244,938
<b>Total Personnel Expenditures</b>	<b>\$ 10,705,026</b>	<b>\$ 11,291,913</b>	<b>\$ 12,253,064</b>	<b>\$ 12,857,026</b>	<b>\$ 13,499,607</b>	<b>\$ 14,174,306</b>	<b>\$ 14,882,729</b>
% of General Fund Expenditures	60.95%	63.37%	65.35%	64.79%	65.09%	65.17%	65.22%

RESERVE BALANCE remains strong, at the higher end of the General Fund Reserve Policy

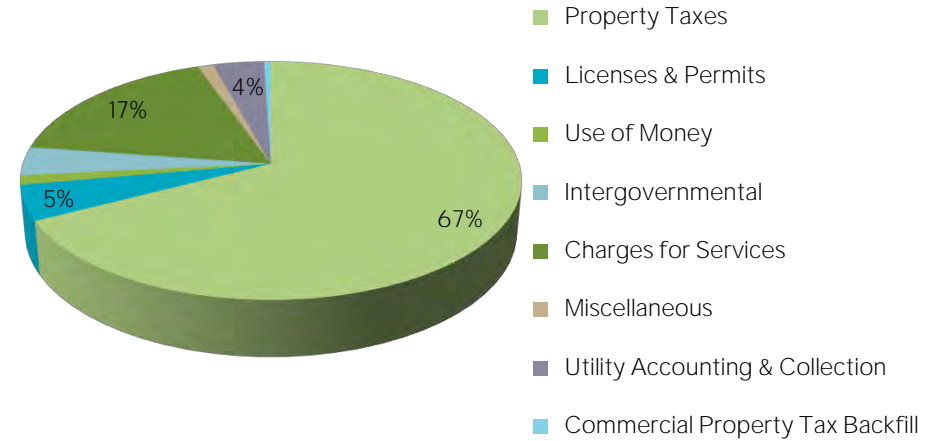
# American Rescue Plan Act (ARPA) Allocation

Coronavirus State & Local Fiscal Recovery Funds					AWARDED	REMAINING
					\$ 2,906,110	\$ 561,610
Projects Funded	FY22	FY23	FY24	FY25	TOTAL	POTENTIAL
1. Domestic Violence Intervention Program	\$ 25,000				\$ 25,000	
2. North Liberty Community Pantry	\$ 100,000				\$ 100,000	
3. City Social Services Grants		\$ 150,000	\$ 155,000		\$ 305,000	
4. Storm Water GIS		\$ 200,000			\$ 200,000	
5. Centennial Park			\$ 1,000,000		\$ 1,000,000	
6. Ranshaw House Furnishings			\$ 40,000		\$ 40,000	
7. Affordable Housing Program			\$ 400,000		\$ 400,000	
8. Workforce Housing Program					\$ -	
9. Social Service Support					\$ -	\$ 245,000
10. Liberty Centre Pond Repairs				\$ 132,000	\$ 132,000	
11. Leaf Vac Trailer				\$ 142,500	\$ 142,500	
12. Other					\$ -	
<b>Total</b>	<b>\$ 125,000</b>	<b>\$ 350,000</b>	<b>\$ 1,595,000</b>	<b>\$ 274,500</b>	<b>\$ 2,344,500</b>	<b>\$ 245,000</b>
General Fund Transfer	\$ -	\$ 275,000	\$ 155,000	\$ -		\$ 316,610
Equipment Revolving Transfer	\$ -	\$ -	\$ -	\$ 142,500		<b>BALANCE</b>
Stormwater Capital Transfer	\$ -	\$ -	\$ -	\$ 132,000		

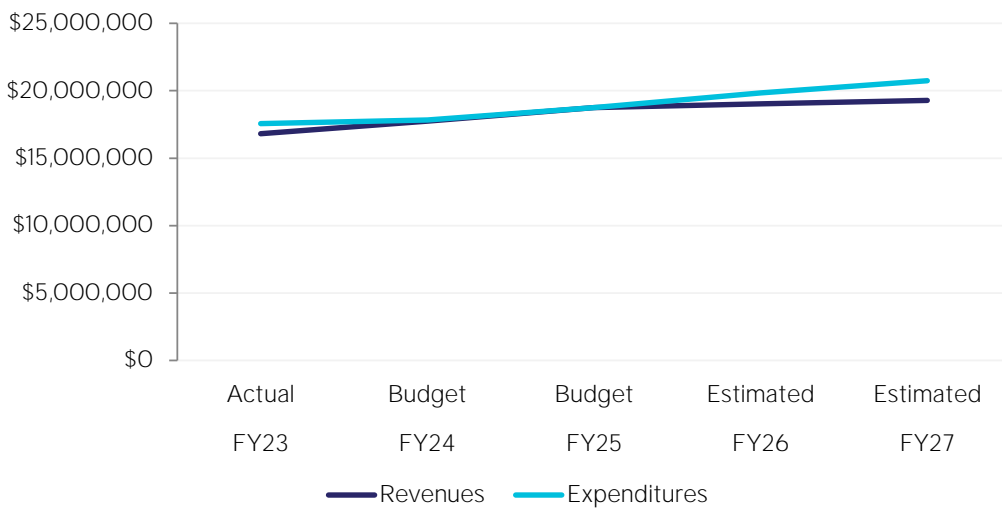
### General Fund Balance Projection



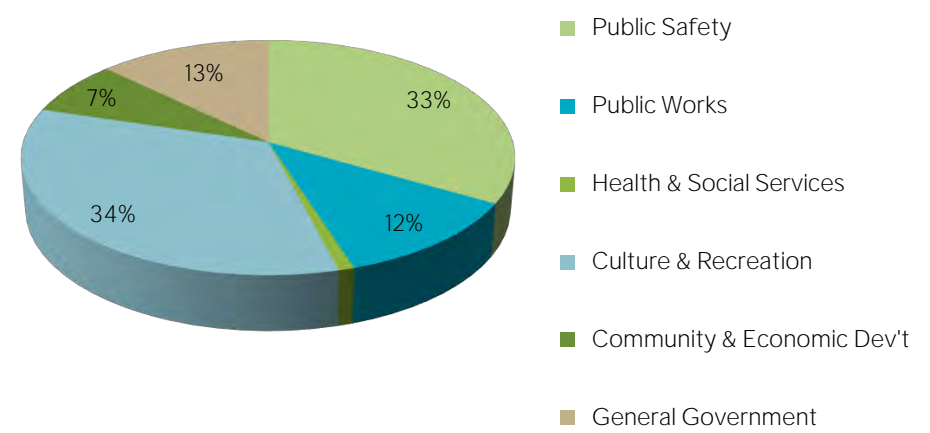
### General Fund FY25 Revenues



### General Fund Revenue/Expense Projections

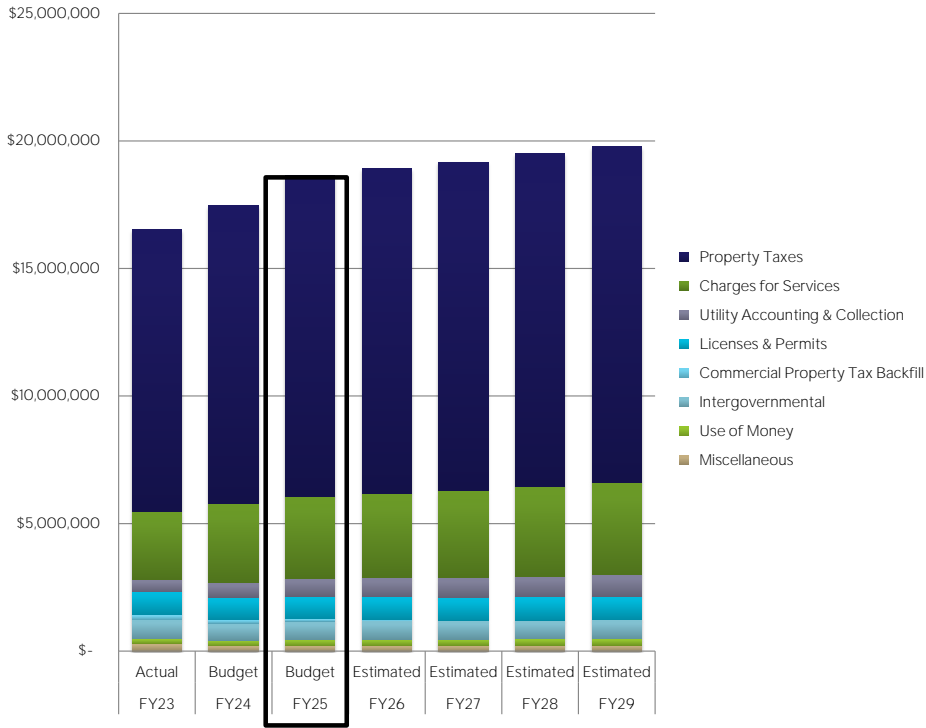


### General Fund FY25 Expenditures

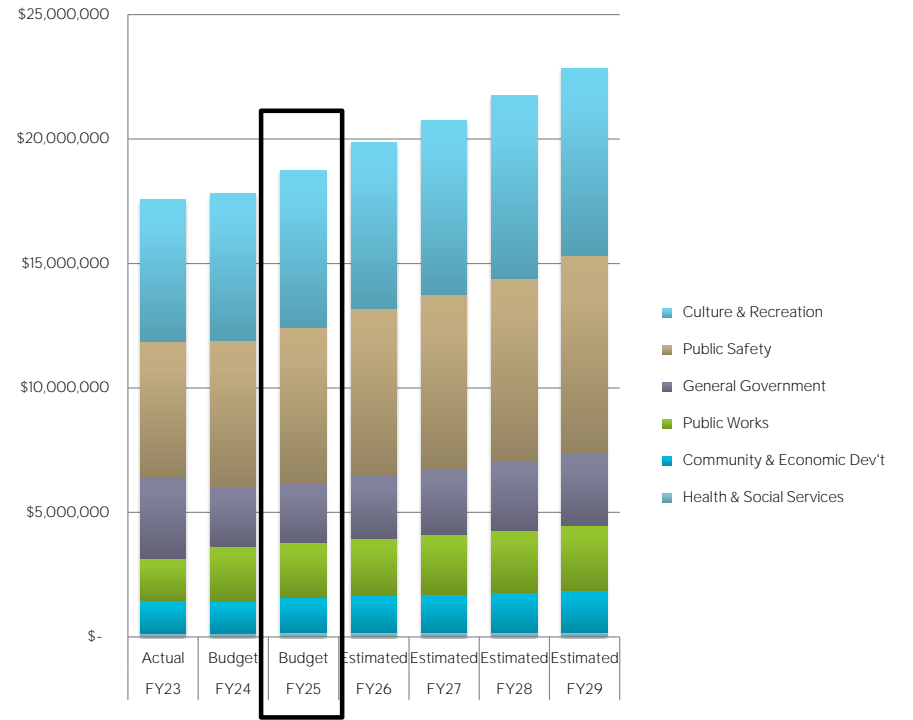




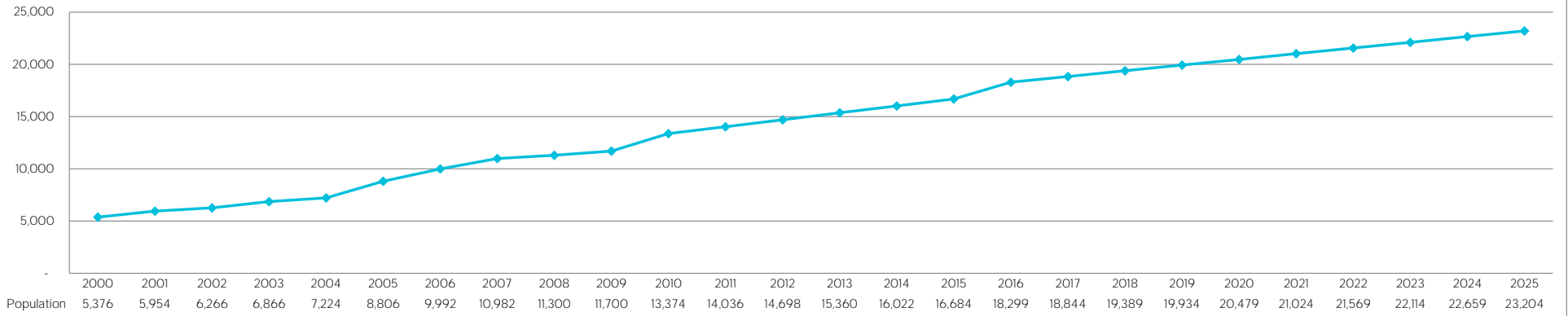
### History & Forecast of General Fund Revenues



### History & Forecast of General Fund Expenditures



### North Liberty Census History and Forecast



# Hotel/Motel Tax

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Revenues</b>							
Budget Inflation Rate		-19.45%	6.67%	2.00%	2.00%	2.00%	2.00%
Taxes Collected	\$ 93,107	\$ 75,000	\$ 80,000	\$ 81,600	\$ 83,232	\$ 84,897	\$ 86,595
<b>Total Revenues</b>	<b>\$ 93,107</b>	<b>\$ 75,000</b>	<b>\$ 80,000</b>	<b>\$ 81,600</b>	<b>\$ 83,232</b>	<b>\$ 84,897</b>	<b>\$ 86,595</b>
<b>Expenditures</b>							
CVB Contribution	\$ 23,277	\$ 18,750	\$ 20,000	\$ 20,400	\$ 20,808	\$ 21,224	\$ 21,649
Services & Commodities	\$ 12,346	\$ 6,900	\$ 14,000	\$ 14,280	\$ 14,566	\$ 14,857	\$ 15,154
<b>Projects*</b>							
Blues & BBQ, Summer Slate & Beat the Bitter	\$ 15,000						
Babe Ruth Field concessions Phase 1	\$ 10,000						
Babe Ruth Field concessions Phase 2							
Fox Run Pond Park	\$ 75,000						
Aquatic Enhancements (Comm Ctr Fund Transfer)	\$ 18,000	\$ 50,000	\$ 50,000		\$ 100,000		
Comm Ctr Parking Lot & Sidewalks (Comm Ctr Fund Transfer)		\$ 50,000					
Gymnasium Curtains & System (Comm Ctr Fund Transfer)				\$ 50,000			
<b>Total Expenditures</b>	<b>\$ 60,623</b>	<b>\$ 118,650</b>	<b>\$ 134,000</b>	<b>\$ 84,680</b>	<b>\$ 85,374</b>	<b>\$ 136,081</b>	<b>\$ 36,803</b>
<b>Net Change in Fund Balance</b>	<b>\$ 32,484</b>	<b>\$ (43,650)</b>	<b>\$ (54,000)</b>	<b>\$ (3,080)</b>	<b>\$ (2,142)</b>	<b>\$ (51,184)</b>	<b>\$ 49,792</b>
Beginning Fund Balance	\$ 69,644	\$ 102,128	\$ 58,478	\$ 4,478	\$ 1,398	\$ (744)	\$ (51,928)
Ending Fund Balance	\$ 102,128	\$ 58,478	\$ 4,478	\$ 1,398	\$ (744)	\$ (51,928)	\$ (2,136)
% Reserved	168.47%	49.29%	3.34%	1.65%	-0.87%	-38.16%	-5.80%

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

# Franchise Fee Fund

	FY23	FY24	FY25	FY26	FY27	FY28	FY29
	Actual	Budget	Budget	Estimated	Estimated	Estimated	Estimated
<b>Revenues</b>							
Alliant Energy	\$ 182,567	\$ 288,655	\$ 324,736	\$ 327,984	\$ 331,264	\$ 334,576	\$ 337,922
Linn County REC	\$ 159,763	\$ 196,323	\$ 220,863	\$ 223,071	\$ 225,302	\$ 227,555	\$ 229,831
MidAmerican Energy	\$ 118,773	\$ 115,023	\$ 129,401	\$ 130,695	\$ 132,002	\$ 133,322	\$ 134,655
<b>Total Revenues</b>	<b>\$ 461,103</b>	<b>\$ 400,000</b>	<b>\$ 675,000</b>	<b>\$ 681,750</b>	<b>\$ 688,568</b>	<b>\$ 695,453</b>	<b>\$ 702,408</b>
<b>Expenditures</b>							
<b>Projects*</b>							
Babe Ruth Field backstop		\$ 60,000					
Babe Ruth Field concessions Phase 1		\$ 25,000					
Centennial Park		\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Fox Run Pond Park playground		\$ 338,000					
Penn Meadows playground surface			\$ 140,000				
Freedom Park new park walk trail			\$ 130,000				
Koser Park backstop			\$ 45,000				
Quail Ridge Park parking expansion				\$ 95,000			
Quail Ridge Park ballfield update (90' bases)				\$ 15,000			
Penn Meadows ballfield light (Field 3 or 4)				\$ 125,000			
Penn Meadows Park solar parking lot lights				\$ 120,000			
Penn Meadows Tennis parking expansion				\$ 50,000			
Fox Run Neighborhood Park playground					\$ 120,000		
Deerfield Park playground & border					\$ 85,000		
Broadmoor Park new park walk trail						\$ 160,000	
Trail Lighting						\$ 50,000	
Ranshaw House outdoor fitness equipment							\$ 60,000
Red Fern Dog Park agility equipment							\$ 65,000
Liberty Centre Park repainting							
Frisbee Golf (park tbd)							
Fox Valley playground							
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 923,000</b>	<b>\$ 815,000</b>	<b>\$ 905,000</b>	<b>\$ 705,000</b>	<b>\$ 710,000</b>	<b>\$ 625,000</b>
<b>Net Change in Fund Balance</b>	<b>\$ 461,103</b>	<b>\$ (523,000)</b>	<b>\$ (140,000)</b>	<b>\$ (223,250)</b>	<b>\$ (16,433)</b>	<b>\$ (14,547)</b>	<b>\$ 77,408</b>
Beginning Fund Balance	\$ 352,648	\$ 813,751	\$ 290,751	\$ 150,751	\$ (72,499)	\$ (88,932)	\$ (103,478)
Ending Fund Balance	\$ 813,751	\$ 290,751	\$ 150,751	\$ (72,499)	\$ (88,932)	\$ (103,478)	\$ (26,071)

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

# Road Use Tax (RUT) Fund

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
Population	20,479	20,479	20,479	20,479	20,479	20,479	20,479
RUT Formula Funding/Capita	\$ 114.22	\$ 106.24	\$ 108.73	\$ 109.56	\$ 110.39	\$ 111.22	\$ 112.05
2015 Gas Tax Funding/Capita	\$ 23.39	\$ 21.76	\$ 22.27	\$ 22.44	\$ 22.61	\$ 22.78	\$ 22.95
<b>Revenues</b>							
RUT Formula Funding/Capita	\$ 2,339,057	\$ 2,175,689	\$ 2,226,682	\$ 2,243,679	\$ 2,260,677	\$ 2,277,674	\$ 2,294,672
2015 Gas Tax Funding/Capita	\$ 479,084	\$ 445,623	\$ 456,067	\$ 459,549	\$ 463,030	\$ 466,512	\$ 469,993
<b>Total Revenues</b>	<b>\$ 2,818,141</b>	<b>\$ 2,621,312</b>	<b>\$ 2,682,749</b>	<b>\$ 2,703,228</b>	<b>\$ 2,723,707</b>	<b>\$ 2,744,186</b>	<b>\$ 2,764,665</b>
Revenues/Capita	\$ 137.61	\$ 128.00	\$ 131.00	\$ 132.00	\$ 133.00	\$ 134.00	\$ 135.00
<b>Expenditures</b>							
Budget Inflation Rate		35.44%	-16.97%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 807,895	\$ 907,676	\$ 1,003,999	\$ 1,054,199	\$ 1,106,909	\$ 1,162,254	\$ 1,220,367
Services & Commodities	\$ 356,409	\$ 501,900	\$ 560,400	\$ 588,420	\$ 617,841	\$ 648,733	\$ 681,170
Snow & Ice Removal	\$ 187,647	\$ 170,000	\$ 190,000	\$ 199,500	\$ 209,475	\$ 219,949	\$ 230,946
Traffic Safety	\$ 108,148	\$ 130,000	\$ 134,000	\$ 140,700	\$ 147,735	\$ 155,122	\$ 162,878
Street Lighting	\$ 80,770	\$ 96,000	\$ 103,000	\$ 108,150	\$ 113,558	\$ 119,235	\$ 125,197
<b>Transfers</b>							
Equipment Revolving	\$ 260,000	\$ 380,000	\$ 124,000	\$ 352,000	\$ 233,000	\$ 369,000	\$ 400,000
Capital	\$ 54,256	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ 149,290	\$ 146,170	\$ 147,690	\$ 149,010	\$ 149,950	\$ -	\$ -
Street Repair Program	\$ 486,179	\$ 445,623	\$ 456,067	\$ 459,549	\$ 463,030	\$ 466,512	\$ 469,993
Computer Revolving	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300
Billing & Accounting	\$ 10,699	\$ 11,295	\$ 94,152	\$ 98,860	\$ 103,803	\$ 108,993	\$ 114,442
<b>Total Expenditures</b>	<b>\$ 2,503,591</b>	<b>\$ 3,390,964</b>	<b>\$ 2,815,608</b>	<b>\$ 3,152,687</b>	<b>\$ 3,147,600</b>	<b>\$ 3,252,098</b>	<b>\$ 3,407,293</b>
Net Change in Fund Balance	\$ 314,550	\$ (769,652)	\$ (132,859)	\$ (449,459)	\$ (423,893)	\$ (507,912)	\$ (642,628)
Beginning Fund Balance	\$ 2,722,342	\$ 3,036,893	\$ 2,267,241	\$ 2,134,382	\$ 1,684,922	\$ 1,261,029	\$ 753,118
Ending Fund Balance	\$ 3,036,893	\$ 2,267,241	\$ 2,134,382	\$ 1,684,922	\$ 1,261,029	\$ 753,118	\$ 110,489
% Reserved	121.30%	66.86%	75.81%	53.44%	40.06%	23.16%	3.24%

FY24  
REVENUES  
on track to reach  
\$2.85M

ACCOUNT FOR  
new full time  
laborer  
\*half year FY24  
\*full year FY25

ADD  
hot patch trailer  
(\$45K);  
skid steer  
attachments  
(\$45K);  
message board  
trailer (\$20K)

REPLACE  
utility locator  
(\$14K)

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

Total Personnel Costs	\$ 854,917	\$ 947,676	\$ 1,043,999	\$ 1,094,199	\$ 1,146,909	\$ 1,202,254	\$ 1,260,367
% of RUT Fund Expenditures	32.27%	26.77%	35.66%	33.44%	35.17%	35.74%	35.82%

# Street Repair Program

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
<b>Revenues</b>							
Transfer from RUT Fund	\$ 486,179	\$ 445,623	\$ 456,067	\$ 459,549	\$ 463,030	\$ 466,512	\$ 469,993
Other Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 486,179</b>	<b>\$ 445,623</b>	<b>\$ 456,067</b>	<b>\$ 459,549</b>	<b>\$ 463,030</b>	<b>\$ 466,512</b>	<b>\$ 469,993</b>
<b>Expenditures</b>							
<b>Projects*</b>							
Ranshaw Way Shoulders	\$ 300,000						
W. Penn Street RR Crossing		\$ 211,000					
Sugar Creek Lane			\$ 70,000				
North Stewart Street				\$ 1,825,000			
Commercial Drive					\$ 200,000		
Rachael Street Bridge						\$ 176,000	
<b>Total Expenditures</b>	<b>\$ 300,000</b>	<b>\$ 211,000</b>	<b>\$ 70,000</b>	<b>\$ 1,825,000</b>	<b>\$ 200,000</b>	<b>\$ 176,000</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 186,179</b>	<b>\$ 234,623</b>	<b>\$ 386,067</b>	<b>\$ (1,365,451)</b>	<b>\$ 263,030</b>	<b>\$ 290,512</b>	<b>\$ 469,993</b>
Beginning Fund Balance	\$ 56,829	\$ 243,008	\$ 477,631	\$ 863,698	\$ (501,753)	\$ (238,723)	\$ 51,789
Ending Fund Balance	\$ 243,008	\$ 477,631	\$ 863,698	\$ (501,753)	\$ (238,723)	\$ 51,789	\$ 521,782

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

# Utility Rate Analysis

Waste Water Rate Increase Analysis					
		FY24	FY25	Difference	
Base Rate	\$	31.24	\$ 31.24	\$	-
Rate/1000 gallons	\$	5.63	\$ 5.63	\$	-
		Cost per Month		FY25 Increase	
Consumption (in gallons)		FY24	FY25	%	\$
3,000	\$	42.50	\$ 42.50	0%	\$ -
5,000	\$	53.76	\$ 53.76	0%	\$ -
8,000	\$	70.65	\$ 70.65	0%	\$ -
11,000	\$	87.54	\$ 87.54	0%	\$ -

Water Rate Increase Analysis					
		FY24	FY25	Difference	
Base Rate	\$	17.44	\$ 17.44	\$	-
Rate/1000 gallons	\$	7.01	\$ 7.01	\$	-
		Cost per Month		FY25 Increase	
Consumption (in gallons)		FY24	FY25	%	\$
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%	\$ -

Storm Water Rate Increase Analysis					
		FY24	FY25	Difference	
Base Rate	\$	2.00	\$ 3.00	\$	1.00
Rate/1000 gallons	\$	-	\$ -	\$	-
		Cost per Month		FY25 Increase	
Consumption (in gallons)		FY24	FY25	%	\$
3,000	\$	2.00	\$ 3.00	50%	\$ 1.00
5,000	\$	2.00	\$ 3.00	50%	\$ 1.00
8,000	\$	2.00	\$ 3.00	50%	\$ 1.00
11,000	\$	2.00	\$ 3.00	50%	\$ 1.00

Utility Rates Increase Analysis					
		Cost per Month		FY25 Increase	
Consumption (in gallons)		FY24	FY25	%	\$
3,000	\$	75.95	\$ 76.95	1%	\$ 1.00
5,000	\$	101.23	\$ 102.23	1%	\$ 1.00
8,000	\$	139.14	\$ 140.14	1%	\$ 1.00
11,000	\$	177.05	\$ 178.05	1%	\$ 1.00

# Storm Water Utility

	FY23	FY24	FY25	FY26	FY27	FY28	FY29
	Actual	Budget	Budget	Estimated	Estimated	Estimated	Estimated
Budget Inflation Rate		150%	150%	150%	150%	150%	150%
Number of Accounts	9,520	9,663	9,808	9,955	10,104	10,256	10,410
Flat Rate	\$ 2.00	\$ 2.00	n/a	n/a	n/a	n/a	n/a
New Rate Structure Adopted February 1, 2024							
Single-Unit, Two-Unit & Townhomes		\$ 3.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
Multi-Unit & Manufactured Homes		\$ 2.50	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Mix Used, Residential		\$ 2.25	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
Commercial & Industrial		\$ 3.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
ERU Rate for non-residential		\$ 0.33	\$ 0.67	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
<b>Revenues</b>							
Storm Water Fees	\$ 228,192	\$ 229,231	\$ 335,000	\$ 448,000	\$ 467,000	\$ 474,005	\$ 481,115
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Use of Money	\$ 407	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Miscellaneous	\$ 408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 229,007</b>	<b>\$ 230,231</b>	<b>\$ 336,000</b>	<b>\$ 449,000</b>	<b>\$ 468,000</b>	<b>\$ 475,005</b>	<b>\$ 482,115</b>
<b>Expenditures</b>							
Budget Inflation Rate		-21.70%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 114,641	\$ 119,447	\$ 124,287	\$ 130,501	\$ 137,026	\$ 143,878	\$ 151,072
Services & Commodities	\$ 101,399	\$ 113,800	\$ 121,800	\$ 127,890	\$ 134,285	\$ 140,999	\$ 148,049
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Transfers</b>							
Equipment Revolving	\$ 50,000	\$ 41,000	\$ -	\$ 100,000	\$ 25,000	\$ 295,750	\$ 98,000
Capital Reserve	\$ 95,000	\$ -	\$ 54,050	\$ -	\$ 15,000	\$ 249,000	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 24,392	\$ 27,533	\$ 30,529	\$ 32,055	\$ 33,658	\$ 35,341	\$ 37,108
<b>Total Expenditures</b>	<b>\$ 385,431</b>	<b>\$ 301,780</b>	<b>\$ 330,666</b>	<b>\$ 390,447</b>	<b>\$ 344,969</b>	<b>\$ 864,968</b>	<b>\$ 434,228</b>
<b>Net Change in Fund Balance</b>	<b>\$ (156,424)</b>	<b>\$ (71,549)</b>	<b>\$ 5,334</b>	<b>\$ 58,553</b>	<b>\$ 123,031</b>	<b>\$ (389,963)</b>	<b>\$ 47,887</b>
Beginning Fund Balance	\$ 153,603	\$ (21,455)	\$ (93,004)	\$ (87,670)	\$ (29,117)	\$ 93,914	\$ (296,049)
Ending Fund Balance	\$ (21,455)	\$ (93,004)	\$ (87,670)	\$ (29,117)	\$ 93,914	\$ (296,049)	\$ (248,162)
% Reserved	-5.57%	-30.82%	-26.51%	-7.46%	27.22%	-34.23%	-57.15%
<b>A Breakdown of Storm Water Utility</b>							
Total Personnel Costs	\$ 114,641	\$ 119,447	\$ 124,287	\$ 130,501	\$ 137,026	\$ 143,878	\$ 151,072
% of Storm Water Utility Expenditures	29.74%	39.58%	37.59%	33.42%	39.72%	16.63%	34.79%

Will need to reallocate

RESTORE two sections of Muddy Creek (\$54K)



# Water Utility Budget & Forecast

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated	FY30 Estimated	FY31 Estimated	FY32 Estimated	FY33 Estimated	FY34 Estimated	FY35 Estimated
<b>Budget Inflation Rate</b>		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	9,601	9,614	9,758	9,904	10,053	10,204	10,357	10,512	10,670	10,830	10,992	11,157	11,325
Gallons Sold	410,076,000	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	504,633,325
<b>Proposed Rate Increase</b>		0.0%	0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Base Rate	\$ 17.44	\$ 17.44	\$ 17.44	\$ 17.96	\$ 18.50	\$ 19.06	\$ 19.63	\$ 20.22	\$ 20.82	\$ 21.45	\$ 22.09	\$ 22.76	\$ 23.44
Rate/1000 Gallons	\$ 7.01	\$ 7.01	\$ 7.01	\$ 7.22	\$ 7.43	\$ 7.66	\$ 7.89	\$ 8.12	\$ 8.37	\$ 8.62	\$ 8.88	\$ 9.14	\$ 9.42
<b>Revenues</b>													
Water Sales	\$ 4,133,878	\$ 4,205,560	\$ 4,268,644	\$ 4,462,653	\$ 4,665,481	\$ 4,877,527	\$ 5,099,211	\$ 5,330,970	\$ 5,573,262	\$ 5,826,567	\$ 6,091,385	\$ 6,368,238	\$ 6,657,674
Sales Tax	\$ 265,241	\$ 252,334	\$ 256,119	\$ 267,759	\$ 279,929	\$ 292,652	\$ 305,953	\$ 319,858	\$ 334,396	\$ 349,594	\$ 365,483	\$ 382,094	\$ 399,460
Connection Fees/Permits	\$ 171,512	\$ 105,000	\$ 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	\$ 19,478	\$ 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	\$ 3,447	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 4,593,556</b>	<b>\$ 4,583,394</b>	<b>\$ 4,650,262</b>	<b>\$ 4,855,913</b>	<b>\$ 5,070,910</b>	<b>\$ 5,295,679</b>	<b>\$ 5,530,663</b>	<b>\$ 5,776,328</b>	<b>\$ 6,033,158</b>	<b>\$ 6,301,661</b>	<b>\$ 6,582,368</b>	<b>\$ 6,875,832</b>	<b>\$ 7,182,635</b>
<b>Expenditures</b>													
Budget Inflation Rate		3.69%	4.04%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 796,142	\$ 818,084	\$ 853,578	\$ 896,257	\$ 941,070	\$ 988,123	\$ 1,037,529	\$ 1,089,406	\$ 1,143,876	\$ 1,201,070	\$ 1,261,123	\$ 1,324,180	\$ 1,390,389
Services & Commodities	\$ 1,556,611	\$ 1,679,879	\$ 1,631,930	\$ 1,713,527	\$ 1,799,203	\$ 1,889,163	\$ 1,983,621	\$ 2,082,802	\$ 2,186,942	\$ 2,296,289	\$ 2,411,104	\$ 2,531,659	\$ 2,658,242
Capital	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>Transfers</b>													
Equipment Revolving	\$ 120,000	\$ 135,000	\$ 30,000	\$ -	\$ 310,000	\$ 125,000	\$ 176,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
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	\$ 1,500
Capital Reserve	\$ -	\$ 80,000	\$ 80,000	\$ 375,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Revenue Debt	\$ 1,503,791	\$ 1,274,841	\$ 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	\$ 1,477,020
GO Debt	\$ 244,050	\$ 292,478	\$ 291,878	\$ 296,178	\$ 45,078	\$ 44,028	\$ 42,978	\$ 41,928	\$ 40,878	\$ 44,828	\$ 43,628	\$ 42,428	\$ 43,628
Billing & Accounting	\$ 231,725	\$ 261,562	\$ 290,022	\$ 304,523	\$ 319,749	\$ 335,737	\$ 352,524	\$ 370,150	\$ 388,657	\$ 408,090	\$ 428,495	\$ 449,919	\$ 472,415
<b>Upcoming Projects</b>													
Maint Facility Add & Tower 3 Refurb	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,000	\$ 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	\$ 225,000
Plant Expansion & Well(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
<b>Total Expenditures</b>	<b>\$ 4,453,819</b>	<b>\$ 4,618,344</b>	<b>\$ 4,804,933</b>	<b>\$ 5,212,152</b>	<b>\$ 5,074,840</b>	<b>\$ 5,323,551</b>	<b>\$ 5,506,492</b>	<b>\$ 5,840,026</b>	<b>\$ 6,412,554</b>	<b>\$ 6,599,497</b>	<b>\$ 6,790,130</b>	<b>\$ 6,990,066</b>	<b>\$ 7,203,194</b>
<b>Net Change in Fund Balance</b>	<b>\$ 139,737</b>	<b>\$ (34,950)</b>	<b>\$ (154,671)</b>	<b>\$ (356,239)</b>	<b>\$ (3,930)</b>	<b>\$ (27,872)</b>	<b>\$ 24,171</b>	<b>\$ (63,698)</b>	<b>\$ (379,396)</b>	<b>\$ (297,836)</b>	<b>\$ (207,762)</b>	<b>\$ (114,234)</b>	<b>\$ (20,559)</b>
Beginning Fund Balance	\$ 1,760,264	\$ 1,900,002	\$ 1,865,051	\$ 1,710,380	\$ 1,354,141	\$ 1,350,211	\$ 1,322,339	\$ 1,346,510	\$ 1,282,812	\$ 903,417	\$ 605,580	\$ 397,818	\$ 283,585
Ending Fund Balance	\$ 1,900,002	\$ 1,865,051	\$ 1,710,380	\$ 1,354,141	\$ 1,350,211	\$ 1,322,339	\$ 1,346,510	\$ 1,282,812	\$ 903,417	\$ 605,580	\$ 397,818	\$ 283,585	\$ 263,026
% Reserved	42.66%	40.38%	35.60%	25.98%	26.61%	24.84%	24.45%	21.97%	14.09%	9.18%	5.86%	4.06%	3.65%
<b>Total Personnel Costs</b>	<b>\$ 796,142</b>	<b>\$ 818,084</b>	<b>\$ 853,578</b>	<b>\$ 896,257</b>	<b>\$ 941,070</b>	<b>\$ 988,123</b>	<b>\$ 1,037,529</b>	<b>\$ 1,089,406</b>	<b>\$ 1,143,876</b>	<b>\$ 1,201,070</b>	<b>\$ 1,261,123</b>	<b>\$ 1,324,180</b>	<b>\$ 1,390,389</b>
<b>% of Water Utility Expenditures</b>	<b>17.88%</b>	<b>17.71%</b>	<b>17.76%</b>	<b>17.20%</b>	<b>18.54%</b>	<b>18.56%</b>	<b>18.84%</b>	<b>18.65%</b>	<b>17.84%</b>	<b>18.20%</b>	<b>18.57%</b>	<b>18.94%</b>	<b>19.30%</b>
<b>Debt Service Coverage</b>													
Net Revenue/All Revenue Debt	1.49	1.58	1.33	1.38	1.50	1.56	1.64	1.71	1.78	1.85	1.93	2.01	2.09
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)	0.29	0.38	0.13	0.18	0.30	0.36	0.44	0.51	0.58	0.65	0.73	0.81	0.89
<b>Water Capital Fund Summary (602 &amp; 605)</b>													
Beginning Balance	\$ 568,853	\$ 643,722	\$ 723,722	\$ 803,722	\$ 883,722	\$ 1,038,722	\$ 1,193,722	\$ 1,323,722	\$ 1,453,722	\$ 1,583,722	\$ 1,713,722	\$ 1,843,722	\$ 1,973,722
Transfers In	\$ 128,216	\$ 215,000	\$ 110,000	\$ 375,000	\$ 465,000	\$ 280,000	\$ 306,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Expenses	\$ 53,347	\$ 135,000	\$ 30,000	\$ 295,000	\$ 310,000	\$ 125,000	\$ 176,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
Ending Balance	\$ 643,722	\$ 723,722	\$ 803,722	\$ 883,722	\$ 1,038,722	\$ 1,193,722	\$ 1,323,722	\$ 1,453,722	\$ 1,583,722	\$ 1,713,722	\$ 1,843,722	\$ 1,973,722	\$ 2,103,722
<b>Assigned Balance (Savings for Future Expenditures, FY Balance as Listed)</b>													
Membrane Replacement	\$ 160,000	\$ 240,000	\$ 320,000	\$ 400,000	\$ 480,000	\$ 560,000	\$ 640,000	\$ 720,000	\$ 800,000	\$ 880,000	\$ 960,000	\$ 1,040,000	\$ 1,120,000
Unassigned Balance	\$ 483,722	\$ 483,722	\$ 483,722	\$ 483,722	\$ 558,722	\$ 633,722	\$ 683,722	\$ 733,722	\$ 783,722	\$ 833,722	\$ 883,722	\$ 933,722	\$ 983,722

PLANNING FOR FY26 rate increase

FY24 SALES REVENUE on pace to exceed \$4.3M

ADD skid steer attachment for topsoil (\$30K)

SETASIDE future membrane replacements (\$80K)

ACCOUNT FOR FY25 debt service payment increase

# Water Utility Budget & Forecast

Water Rate Increase Analysis																	
		Monthly Water Costs Based on Usage															
		FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35			
Consumption in Gallons		3,000	\$ 31.45	\$ 31.45	\$ 31.45	\$ 32.40	\$ 33.37	\$ 34.37	\$ 35.40	\$ 36.46	\$ 37.56	\$ 38.69	\$ 39.85	\$ 41.04	\$ 42.27		
		5,000	\$ 45.47	\$ 45.47	\$ 45.47	\$ 46.83	\$ 48.24	\$ 49.69	\$ 51.18	\$ 52.71	\$ 54.29	\$ 55.92	\$ 57.60	\$ 59.33	\$ 61.11		
		8,000	\$ 66.49	\$ 66.49	\$ 66.49	\$ 68.49	\$ 70.54	\$ 72.66	\$ 74.84	\$ 77.08	\$ 79.40	\$ 81.78	\$ 84.23	\$ 86.76	\$ 89.36		
		11,000	\$ 87.51	\$ 87.51	\$ 87.51	\$ 90.14	\$ 92.84	\$ 95.63	\$ 98.50	\$ 101.45	\$ 104.50	\$ 107.63	\$ 110.86	\$ 114.19	\$ 117.61		
		15,000	\$ 115.54	\$ 115.54	\$ 115.54	\$ 119.01	\$ 122.58	\$ 126.26	\$ 130.05	\$ 133.95	\$ 137.97	\$ 142.11	\$ 146.37	\$ 150.76	\$ 155.28		
		3,000	\$ -	\$ -	\$ -	\$ 0.94	\$ 0.97	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.09	\$ 1.13	\$ 1.16	\$ 1.20	\$ 1.23		
		5,000	\$ -	\$ -	\$ -	\$ 1.36	\$ 1.41	\$ 1.45	\$ 1.49	\$ 1.54	\$ 1.58	\$ 1.63	\$ 1.68	\$ 1.73	\$ 1.78		
		8,000	\$ -	\$ -	\$ -	\$ 1.99	\$ 2.05	\$ 2.12	\$ 2.18	\$ 2.25	\$ 2.31	\$ 2.38	\$ 2.45	\$ 2.53	\$ 2.60		
		11,000	\$ -	\$ -	\$ -	\$ 2.63	\$ 2.70	\$ 2.79	\$ 2.87	\$ 2.95	\$ 3.04	\$ 3.13	\$ 3.23	\$ 3.33	\$ 3.43		
		15,000	\$ -	\$ -	\$ -	\$ 3.47	\$ 3.57	\$ 3.68	\$ 3.79	\$ 3.90	\$ 4.02	\$ 4.14	\$ 4.26	\$ 4.39	\$ 4.52		
	3,000	\$ -	\$ -	\$ -	\$ 11.32	\$ 11.66	\$ 12.01	\$ 12.37	\$ 12.75	\$ 13.13	\$ 13.52	\$ 13.93	\$ 14.34	\$ 14.77			
	5,000	\$ -	\$ -	\$ -	\$ 16.37	\$ 16.86	\$ 17.37	\$ 17.89	\$ 18.42	\$ 18.98	\$ 19.55	\$ 20.13	\$ 20.74	\$ 21.36			
	8,000	\$ -	\$ -	\$ -	\$ 23.94	\$ 24.66	\$ 25.40	\$ 26.16	\$ 26.94	\$ 27.75	\$ 28.58	\$ 29.44	\$ 30.32	\$ 31.23			
	11,000	\$ -	\$ -	\$ -	\$ 31.51	\$ 32.45	\$ 33.42	\$ 34.43	\$ 35.46	\$ 36.52	\$ 37.62	\$ 38.75	\$ 39.91	\$ 41.11			
	15,000	\$ -	\$ -	\$ -	\$ 41.60	\$ 42.84	\$ 44.13	\$ 45.45	\$ 46.82	\$ 48.22	\$ 49.67	\$ 51.16	\$ 52.69	\$ 54.27			

# Waste Water Utility Budget & Forecast

	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
	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	9,362	9,318	9,505	9,647	9,792	9,939	10,088	10,239	10,393	10,549	10,707	10,868	11,031
Gallons Sold	406,492,000	416,150,000	424,473,000	430,840,095	437,302,696	443,862,237	450,520,170	457,277,973	464,137,143	471,099,200	478,165,688	485,338,173	492,618,246
Proposed Rate Increase	0%	0%	0%	0%	0%	0%	3%	3%	3%	3%	3%	3%	3%
Base Rate	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 32.18	\$ 33.14	\$ 34.14	\$ 35.16	\$ 36.22	\$ 37.30	\$ 38.42
Rate/1000 Gallons	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.80	\$ 5.97	\$ 6.15	\$ 6.34	\$ 6.53	\$ 6.72	\$ 6.92
<b>Revenues</b>													
Waste Water Sales	\$ 5,136,785	\$ 5,154,251	\$ 5,257,337	\$ 5,336,197	\$ 5,416,239	\$ 5,497,483	\$ 5,747,344	\$ 6,008,560	\$ 6,281,650	\$ 6,567,151	\$ 6,865,628	\$ 7,177,670	\$ 7,503,895
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ 61,000	\$ 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	\$ 33,210	\$ 20,000	\$ 20,000	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Miscellaneous	\$ 150,890	\$ 263,694	\$ 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>\$ 5,381,885</b>	<b>\$ 5,462,945</b>	<b>\$ 5,308,337</b>	<b>\$ 5,367,497</b>	<b>\$ 5,447,539</b>	<b>\$ 5,528,783</b>	<b>\$ 5,778,644</b>	<b>\$ 6,039,860</b>	<b>\$ 6,312,950</b>	<b>\$ 6,598,451</b>	<b>\$ 6,896,928</b>	<b>\$ 7,208,970</b>	<b>\$ 7,535,195</b>
<b>Expenditures</b>													
Budget Inflation Rate		-7.14%	3.13%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 838,441	\$ 845,620	\$ 899,295	\$ 944,260	\$ 991,473	\$ 1,041,046	\$ 1,093,099	\$ 1,147,754	\$ 1,205,141	\$ 1,265,398	\$ 1,328,668	\$ 1,395,102	\$ 1,464,857
Services & Commodities	\$ 1,565,666	\$ 1,254,175	\$ 1,323,550	\$ 1,389,728	\$ 1,459,214	\$ 1,532,175	\$ 1,608,783	\$ 1,689,222	\$ 1,773,684	\$ 1,862,368	\$ 1,955,486	\$ 2,053,260	\$ 2,155,923
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Transfers</b>													
Equipment Revolving	\$ 125,000	\$ 58,000	\$ 50,000	\$ 33,000	\$ -	\$ 127,500	\$ 390,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
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	\$ 4,300
Capital Reserve	\$ 781,194	\$ 295,000	\$ 318,000	\$ 595,350	\$ 220,000	\$ 297,000	\$ 70,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000
Revenue Debt	\$ 1,752,055	\$ 1,627,769	\$ 1,773,352	\$ 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	\$ 1,628,658
GO Debt	\$ 559,840	\$ 1,093,563	\$ 951,903	\$ 946,603	\$ 610,803	\$ 471,153	\$ 470,453	\$ 469,503	\$ 468,253	\$ 471,703	\$ 469,753	\$ 387,456	\$ 386,506
Billing & Accounting	\$ 231,725	\$ 261,562	\$ 290,022	\$ 304,523	\$ 319,749	\$ 335,737	\$ 352,524	\$ 370,150	\$ 388,657	\$ 408,090	\$ 428,495	\$ 449,919	\$ 472,415
<b>Upcoming Projects</b>													
Mid/Long Term Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000
Lift Station Upgrades (3)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380,000	\$ 380,000	\$ 380,000	\$ 380,000
<b>Total Expenditures</b>	<b>\$ 5,858,221</b>	<b>\$ 5,439,989</b>	<b>\$ 5,610,422</b>	<b>\$ 5,996,264</b>	<b>\$ 5,398,318</b>	<b>\$ 5,892,386</b>	<b>\$ 5,864,983</b>	<b>\$ 6,047,699</b>	<b>\$ 6,203,505</b>	<b>\$ 6,751,768</b>	<b>\$ 6,922,788</b>	<b>\$ 7,022,039</b>	<b>\$ 7,212,659</b>
Net Change in Fund Balance	\$ (476,336)	\$ 22,956	\$ (302,085)	\$ (628,768)	\$ 49,222	\$ (363,603)	\$ (86,339)	\$ (7,839)	\$ 109,445	\$ (153,317)	\$ (25,860)	\$ 186,931	\$ 322,536
Beginning Fund Balance	\$ 5,370,231	\$ 4,893,984	\$ 4,916,940	\$ 4,614,855	\$ 3,986,087	\$ 4,035,309	\$ 3,671,706	\$ 3,585,366	\$ 3,577,528	\$ 3,686,972	\$ 3,533,655	\$ 3,507,795	\$ 3,694,726
Ending Fund Balance	\$ 4,893,984	\$ 4,916,940	\$ 4,614,855	\$ 3,986,087	\$ 4,035,309	\$ 3,671,706	\$ 3,585,366	\$ 3,577,528	\$ 3,686,972	\$ 3,533,655	\$ 3,507,795	\$ 3,694,726	\$ 4,017,262
% Reserved	83.54%	90.39%	82.26%	66.48%	74.75%	62.31%	61.13%	59.16%	59.43%	52.34%	50.67%	52.62%	55.70%
Total Personnel Costs	\$ 838,441	\$ 845,620	\$ 899,295	\$ 944,260	\$ 991,473	\$ 1,041,046	\$ 1,093,099	\$ 1,147,754	\$ 1,205,141	\$ 1,265,398	\$ 1,328,668	\$ 1,395,102	\$ 1,464,857
% of Waste Water Utility Expenditures	14.31%	15.54%	16.03%	15.75%	18.37%	17.67%	18.64%	18.98%	19.43%	18.74%	19.19%	19.87%	20.31%
<b>Debt Service Coverage</b>													
Net Revenue/All Revenue Debt	1.70	2.07	1.74	1.71	1.67	1.59	1.86	1.94	2.03	2.12	2.21	2.30	2.40
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)	0.50	0.87	0.54	0.51	0.47	0.39	0.66	0.74	0.83	0.92	1.01	1.10	1.20
<b>Waste Water Capital Fund Summary (611 &amp; 613)</b>													
Beginning Balance	\$ (2,545,176)	\$ 2,115,501	\$ 2,335,501	\$ 2,355,501	\$ 2,575,501	\$ 2,508,079	\$ 2,728,079	\$ 2,460,079	\$ 2,680,079	\$ 2,900,079	\$ 3,120,079	\$ 3,340,079	\$ 3,560,079
Transfers In	\$ 5,029,510	\$ 353,000	\$ 368,000	\$ 628,350	\$ 220,000	\$ 424,500	\$ 460,000	\$ 495,000	\$ 495,000	\$ 495,000	\$ 495,000	\$ 495,000	\$ 495,000
Expenses	\$ 368,833	\$ 133,000	\$ 348,000	\$ 408,350	\$ 287,422	\$ 204,500	\$ 728,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000
Ending Balance	\$ 2,115,501	\$ 2,335,501	\$ 2,355,501	\$ 2,575,501	\$ 2,508,079	\$ 2,728,079	\$ 2,460,079	\$ 2,680,079	\$ 2,900,079	\$ 3,120,079	\$ 3,340,079	\$ 3,560,079	\$ 3,780,079
<b>Assigned Balance (Savings for Future Expenditures, FY Balance as Listed)</b>													
Membrane Replacement	\$ 1,014,663	\$ 1,045,051	\$ 1,265,051	\$ 1,485,051	\$ 1,417,629	\$ 1,637,629	\$ 1,369,629	\$ 1,589,629	\$ 1,809,629	\$ 2,029,629	\$ 2,249,629	\$ 2,469,629	\$ 2,689,629
Unassigned Balance	\$ 1,100,838	\$ 1,290,450	\$ 1,090,450	\$ 1,090,450	\$ 1,090,450	\$ 1,090,450	\$ 1,090,450	\$ 1,090,450	\$ 1,090,450	\$ 1,090,450	\$ 1,090,450	\$ 1,090,450	\$ 1,090,450

FY24 SALES REVENUE on pace to exceed \$5.3M

ACCOUNTS FOR insurance proceeds from fire and flood at plant

ADD spare pump for lift station (\$50K)

ADD Progress Park Lift Station Phase 1 (\$98K)

SETASIDE future membrane replacements (\$220K)

ADD dump truck (\$200K)

REPLACE membranes (\$287K in FY27 and \$488K in FY29)

# Waste Water Utility Budget & Forecast

Waste Water Rate Increase Analysis																			
		Monthly Waste Water Costs Based on Usage																	
		FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35					
Consumption in Gallons	3,000	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ 43.78	\$ 45.09	\$ 46.44	\$ 47.83	\$ 49.27	\$ 50.75	\$ 52.27					
	5,000	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 53.76	\$ 55.37	\$ 57.03	\$ 58.75	\$ 60.51	\$ 62.32	\$ 64.19	\$ 66.12					
	8,000	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 70.65	\$ 72.77	\$ 74.95	\$ 77.20	\$ 79.52	\$ 81.90	\$ 84.36	\$ 86.89					
	11,000	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 87.54	\$ 90.17	\$ 92.87	\$ 95.66	\$ 98.53	\$ 101.48	\$ 104.53	\$ 107.66					
	15,000	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 110.06	\$ 113.36	\$ 116.76	\$ 120.27	\$ 123.87	\$ 127.59	\$ 131.42	\$ 135.36					
	3,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.28	\$ 1.31	\$ 1.35	\$ 1.39	\$ 1.44	\$ 1.48	\$ 1.52					
	5,000	Additional Waste Water Cost/Month	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.61	\$ 1.66	\$ 1.71	\$ 1.76	\$ 1.82	\$ 1.87	\$ 1.93					
	8,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.12	\$ 2.18	\$ 2.25	\$ 2.32	\$ 2.39	\$ 2.46	\$ 2.53					
	11,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.63	\$ 2.70	\$ 2.79	\$ 2.87	\$ 2.96	\$ 3.04	\$ 3.14					
	15,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.30	\$ 3.40	\$ 3.50	\$ 3.61	\$ 3.72	\$ 3.83	\$ 3.94					
	3,000	Additional Waste Water Cost/Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15.30	\$ 15.76	\$ 16.23	\$ 16.72	\$ 17.22	\$ 17.74	\$ 18.27					
	5,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.35	\$ 19.93	\$ 20.53	\$ 21.15	\$ 21.78	\$ 22.44	\$ 23.11					
	8,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25.43	\$ 26.20	\$ 26.98	\$ 27.79	\$ 28.63	\$ 29.48	\$ 30.37					
	11,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31.51	\$ 32.46	\$ 33.43	\$ 34.44	\$ 35.47	\$ 36.53	\$ 37.63					
	15,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.62	\$ 40.81	\$ 42.03	\$ 43.30	\$ 44.59	\$ 45.93	\$ 47.31					

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

Fiscal Year	TIF Valuation	TIF Revenue	TIF Rebates	Repayment of Fund	Current TIF Bond Payments										Upcoming	Projected TIF Bond Payments					Total Debt Transfers	Cash On Hand	Beginning Cash	Surplus/ (Deficit)	Ending Cash				
					2012B	2013	2013C	2014C	2015A	2017A	2017B	2018A	FGR Agreement	2019A	2020A	2021A	2022A	2023A	2024A	2025						2026	2027	2028	2029
2023	\$ 170,693,182	\$ 4,706,374	\$ 289,198	\$ 1,485	\$ 198,915	\$ 40,000	\$ 403,863	\$ 343,900	\$ 297,850	\$ 138,150	\$ 527,781	\$ 351,970	\$ 325,000	\$ 950,500	\$ 484,300	\$ 230,990								\$ 4,583,902	\$ -	\$ 2,593,160	\$ 122,472	\$ 2,715,632	
2024	\$ 163,539,779	\$ 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	\$ 2,715,632	\$ (250,000)	\$ 2,465,632	
2025	\$ 158,651,383	\$ 4,516,282	\$ 109,938				\$ 342,200	\$ 296,725			\$ 524,381	\$ 350,620		\$ 957,000	\$ 478,485	\$ 211,936	\$ 480,658	\$ 764,339						\$ 4,516,282	\$ -	\$ 2,465,632	\$ -	\$ 2,465,632	
2026	\$ 167,687,882	\$ 4,611,417	\$ 350,000					\$ 301,050			\$ 525,081	\$ 347,070		\$ 949,600	\$ 475,285	\$ 210,036	\$ 475,158	\$ 762,339	\$ 465,798						\$ 4,861,417	\$ 250,000	\$ 2,465,632	\$ (250,000)	\$ 2,215,632
2027	\$ 186,899,300	\$ 5,139,731	\$ 1,250,000								\$ 530,481	\$ 348,370		\$ 462,000	\$ 466,985	\$ 208,136	\$ 474,508	\$ 764,739	\$ 465,241	\$ 419,270					\$ 5,389,731	\$ 250,000	\$ 2,215,632	\$ (250,000)	\$ 1,965,632
2028	\$ 196,223,435	\$ 5,396,144	\$ 1,250,000								\$ 529,962	\$ 344,370		\$ 458,800	\$ 463,685	\$ 211,236	\$ 468,558	\$ 761,339	\$ 465,972	\$ 418,770	\$ 423,452				\$ 5,796,144	\$ 400,000	\$ 1,965,632	\$ (400,000)	\$ 1,565,632
2029	\$ 215,826,045	\$ 5,935,216	\$ 1,250,000								\$ 533,600	\$ 345,220		\$ 460,500	\$ 465,285	\$ 209,286	\$ 467,458	\$ 762,339	\$ 466,374	\$ 419,427	\$ 422,947	\$ 632,780			\$ 6,435,216	\$ 500,000	\$ 1,565,632	\$ (500,000)	\$ 1,065,632
2030	\$ 219,047,996	\$ 6,023,820	\$ 1,250,000									\$ 345,770		\$ 457,000	\$ 461,685	\$ 212,336	\$ 466,058	\$ 762,539	\$ 466,347	\$ 419,789	\$ 423,611	\$ 632,431	\$ 476,253		\$ 6,373,820	\$ 350,000	\$ 1,065,632	\$ (350,000)	\$ 715,632
2031	\$ 240,456,797	\$ 6,612,562	\$ 1,250,000									\$ 340,695		\$ 458,400	\$ 457,985	\$ 215,336	\$ 469,358	\$ 761,939	\$ 465,921	\$ 419,765	\$ 423,977	\$ 635,634	\$ 475,685	\$ 587,867	\$ 6,962,562	\$ 350,000	\$ 715,632	\$ (350,000)	\$ 365,632
2032	\$ 227,805,966	\$ 6,264,664	\$ 1,250,000											\$ 459,600	\$ 454,185	\$ 213,081	\$ 467,708	\$ 760,539	\$ 467,806	\$ 419,382	\$ 423,952	\$ 634,436	\$ 476,432	\$ 587,543	\$ 6,614,664	\$ 350,000	\$ 365,632	\$ (350,000)	\$ 15,632
2033	\$ 207,445,225	\$ 5,704,744	\$ 1,250,000													\$ 215,723	\$ 464,758	\$ 763,339	\$ 466,145	\$ 421,078	\$ 423,565	\$ 632,774	\$ 476,843	\$ 590,519	\$ 5,704,744	\$ -	\$ 15,632	\$ -	\$ 15,632
2034	\$ 194,817,536	\$ 5,357,482	\$ 900,000													\$ 218,098	\$ 467,008	\$ 760,139	\$ 466,540	\$ 419,583	\$ 425,279	\$ 634,615	\$ 476,815	\$ 589,406	\$ 5,357,482	\$ -	\$ 15,632	\$ -	\$ 15,632
2035	\$ 186,718,290	\$ 5,134,753	\$ 900,000													\$ 463,808	\$ 761,139	\$ 761,139	\$ 466,049	\$ 419,938	\$ 423,768	\$ 635,810	\$ 476,380	\$ 587,861	\$ 5,134,753	\$ -	\$ 15,632	\$ -	\$ 15,632
2036	\$ 169,952,638	\$ 4,673,698	\$ 900,000															\$ 761,139	\$ 464,935	\$ 419,496	\$ 424,127	\$ 636,121	\$ 478,307	\$ 589,572	\$ 4,673,698	\$ -	\$ 15,632	\$ -	\$ 15,632
2037	\$ 169,843,061	\$ 4,670,684	\$ 900,000															\$ 760,200	\$ 465,543	\$ 418,494	\$ 423,681	\$ 635,476	\$ 476,608	\$ 590,682	\$ 4,670,684	\$ -	\$ 15,632	\$ -	\$ 15,632
2038	\$ 152,970,608	\$ 4,206,692	\$ 900,000															\$ 763,200		\$ 419,041	\$ 422,668	\$ 633,799	\$ 477,012	\$ 590,971	\$ 4,206,692	\$ -	\$ 15,632	\$ -	\$ 15,632
2039	\$ 137,834,294	\$ 3,790,443	\$ 900,000															\$ 765,000			\$ 423,221	\$ 635,340	\$ 476,510	\$ 590,372	\$ 3,790,443	\$ -	\$ 15,632	\$ -	\$ 15,632

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
2024	\$ 6,000,000	12
2025	\$ 5,000,000	12
2026	\$ 5,600,000	12
2027	\$ 4,500,000	12
2028	\$ 2,500,000	10
<b>TOTAL</b>	<b>\$ 23,600,000</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	2023A	2024A	2025	2026	2027	2028	2029				
2023	\$ 1,218,401,348		\$ 276,405	\$ 162,928	\$ 92,150	\$ 196,800	\$ 116,663	\$ 325,000	\$ 501,915	\$ 358,222									\$ 2,030,083	\$ 542,238	\$ 1.22	
2024	\$ 1,247,838,683	2.42%		\$ 164,440	\$ 90,450	\$ 201,550	\$ 113,963		\$ 493,567	\$ 355,222	\$ 13,758								\$ 1,432,950	\$ 5,685	\$ 1.14	\$ (0.08)
2025	\$ 1,316,022,929	5.46%			\$ 93,750	\$ 126,100	\$ 111,263		\$ 490,267	\$ 357,222	\$ 13,458	\$ 103,661							\$ 1,295,721	\$ 5,180	\$ 0.98	\$ (0.16)
2026	\$ 1,355,503,617	3.00%			\$ 91,950	\$ 127,650	\$ 113,563		\$ 486,867	\$ 354,172	\$ 13,158	\$ 101,661	\$ 450,114						\$ 1,739,135	\$ -	\$ 1.28	\$ 0.30
2027	\$ 1,396,168,725	3.00%				\$ 129,050	\$ 110,713		\$ 483,367	\$ 356,122	\$ 12,858	\$ 103,461	\$ 449,577	\$ 545,260					\$ 2,190,408	\$ 400,000	\$ 1.28	\$ (0.00)
2028	\$ 1,438,053,787	3.00%					\$ 112,863		\$ 479,767	\$ 358,022	\$ 12,558	\$ 100,661	\$ 450,283	\$ 544,609	\$ 180,349				\$ 2,239,112	\$ 350,000	\$ 1.31	\$ 0.03
2029	\$ 1,481,195,401	3.00%					\$ 109,863		\$ 476,067	\$ 359,872	\$ 12,258	\$ 102,861	\$ 450,672	\$ 545,465	\$ 181,149	\$ 476,253			\$ 2,714,460	\$ 400,000	\$ 1.56	\$ 0.25
2030	\$ 1,525,631,263	3.00%					\$ 111,863		\$ 472,267	\$ 356,672	\$ 11,958	\$ 104,861	\$ 450,645	\$ 545,936	\$ 180,514	\$ 475,685	\$ 515,384		\$ 3,225,785	\$ -	\$ 2.11	\$ 0.55
2031	\$ 1,571,400,201	3.00%					\$ 108,608		\$ 468,367	\$ 363,472	\$ 11,658	\$ 101,661	\$ 450,234	\$ 545,904	\$ 181,017	\$ 476,432	\$ 515,100	\$ 116,413	\$ 3,338,865	\$ -	\$ 2.12	\$ 0.01
2032	\$ 1,618,542,207	3.00%							\$ 464,367	\$ 364,842	\$ 11,358	\$ 130,461	\$ 452,055	\$ 545,405	\$ 180,083	\$ 476,843	\$ 517,709	\$ 116,929	\$ 3,260,053	\$ -	\$ 2.01	\$ (0.11)
2033	\$ 1,667,098,473	3.00%								\$ 365,989	\$ 11,058	\$ 105,061	\$ 450,450	\$ 547,612	\$ 180,260	\$ 476,815	\$ 516,733	\$ 116,519	\$ 2,770,497	\$ -	\$ 1.66	\$ (0.35)
2034	\$ 1,717,111,427	3.00%								\$ 366,739	\$ 10,758	\$ 101,461	\$ 450,832	\$ 545,667	\$ 180,227	\$ 476,380	\$ 515,379	\$ 116,843	\$ 2,764,286	\$ -	\$ 1.61	\$ -
2035	\$ 1,768,624,770	3.00%								\$ 367,081	\$ 11,453	\$ 102,861	\$ 450,357	\$ 546,129	\$ 181,151	\$ 478,307	\$ 516,879	\$ 116,241	\$ 2,770,458	\$ -	\$ 1.57	\$ -
2036	\$ 1,821,683,513	3.00%								\$ 372,007		\$ 104,061	\$ 449,281	\$ 545,554	\$ 180,471	\$ 476,608	\$ 517,852	\$ 116,355	\$ 2,762,188	\$ -	\$ 1.52	\$ (0.05)
2037	\$ 1,876,334,018	3.00%								\$ 371,427			\$ 449,868	\$ 544,250	\$ 180,696	\$ 477,012	\$ 518,106	\$ 116,334	\$ 2,657,693	\$ -	\$ 1.42	\$ (0.10)
2038	\$ 1,932,624,039	3.00%												\$ 544,963		\$ 476,510	\$ 517,581	\$ 116,930	\$ 1,655,984	\$ -	\$ 0.86	\$ (0.56)
2039	\$ 1,990,602,760	3.00%														\$ 475,371	\$ 516,214	\$ 116,491	\$ 1,108,076	\$ -	\$ 0.56	\$ (0.30)

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	
2025	\$ 5,015,000	12	
2026	\$ 1,475,000	10	
2027	\$ 4,500,000	12	
2028	\$ 570,000	15	
2029	\$ 950,000	10	
<b>TOTAL</b>	<b>\$ 12,510,000</b>		

For information about projects, refer to CIP.

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

	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated
Taxable Valuation	\$ 1,218,401,348	\$ 1,247,838,683	\$ 1,316,022,929	\$ 1,355,503,617	\$ 1,396,168,725	\$ 1,438,053,787	\$ 1,481,195,401
TIF Valuation	\$ 170,693,182	\$ 163,539,779	\$ 158,651,383	\$ 167,687,882	\$ 186,899,300	\$ 196,223,435	\$ 215,826,045
General Fund Valuation	\$ 1,047,708,166	\$ 1,084,298,904	\$ 1,157,371,546	\$ 1,187,815,735	\$ 1,209,269,425	\$ 1,241,830,352	\$ 1,265,369,356
General Fund Revenues Generated by the Adjusted City General Fund Levy (ACGFL)	\$ 8,486,436	\$ 8,782,821	\$ 9,101,660	\$ 9,157,917	\$ 9,140,512	\$ 9,202,579	\$ 9,193,152
Revenue Impact Based on TIF Valuation		\$ 57,943	\$ 38,443	\$ (69,670)	\$ (145,213)	\$ (69,096)	\$ (142,417)



# Property Tax Rate Analysis

Annual Property Tax Rate Projections & Comparisons									
	FY23	FY24	FY25	FY26	FY27	FY28	FY29		
General Fund	\$ 8.10	\$ 8.10	\$ 7.86	\$ 7.71	\$ 7.56	\$ 7.41	\$ 7.27		
Trust & Agency	\$ 2.00	\$ 2.21	\$ 2.29	\$ 2.29	\$ 2.29	\$ 2.29	\$ 2.29		
Insurance	\$ -	\$ -	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.27	\$ 0.29		
Debt Service	\$ 1.22	\$ 1.14	\$ 0.98	\$ 1.28	\$ 1.28	\$ 1.31	\$ 1.56		
<b>Total</b>	<b>\$ 11.32</b>	<b>\$ 11.45</b>	<b>\$ 11.37</b>	<b>\$ 11.53</b>	<b>\$ 11.39</b>	<b>\$ 11.29</b>	<b>\$ 11.41</b>		
\$ Adjustment		\$ 0.13	\$ (0.08)	\$ 0.16	\$ (0.14)	\$ (0.10)	\$ 0.12		
% Adjustment		1.13%	-0.70%	1.40%	-1.20%	-0.92%	1.05%		

Residential Property Tax Projections & Comparisons									
Home Value	FY23	FY24	FY25	FY26	FY27	FY28	FY29	Annual Average Increase	
Median = \$232,000									
\$150,000	\$ 958	\$ 930	\$ 790	\$ 802	\$ 792	\$ 785	\$ 793		
Annual Adjustment		\$ (28.29)	\$ (139.37)	\$ 11.08	\$ (9.59)	\$ (7.28)	\$ 8.25	\$ (27.53)	
\$250,000	\$ 1,597	\$ 1,550	\$ 1,317	\$ 1,336	\$ 1,320	\$ 1,308	\$ 1,322		
Annual Adjustment		\$ (47.16)	\$ (232.28)	\$ 18.46	\$ (15.99)	\$ (12.13)	\$ 13.74	\$ (45.89)	
\$400,000	\$ 2,555	\$ 2,480	\$ 2,108	\$ 2,137	\$ 2,112	\$ 2,092	\$ 2,114		
Annual Adjustment		\$ (75.45)	\$ (371.65)	\$ 29.54	\$ (25.58)	\$ (19.41)	\$ 21.99	\$ (73.43)	
Rollback	56.41%	54.13%	46.34%	46.34%	46.34%	46.34%	46.34%		

Commercial Property Tax Projections & Comparisons									
Building Value	FY23	FY24	FY25	FY26	FY27	FY28	FY29	Annual Average Increase	
\$500,000	\$ 5,096	\$ 4,546	\$ 4,372	\$ 4,434	\$ 4,381	\$ 4,340	\$ 4,386		
Annual Adjustment		\$ (549.49)	\$ (173.66)	\$ 61.28	\$ (53.06)	\$ (40.26)	\$ 45.61	\$ (118.26)	
\$750,000	\$ 7,643	\$ 7,123	\$ 6,931	\$ 7,028	\$ 6,944	\$ 6,880	\$ 6,952		
Annual Adjustment		\$ (520.62)	\$ (191.78)	\$ 97.14	\$ (84.11)	\$ (63.82)	\$ 72.30	\$ (115.15)	
\$1,500,000	\$ 15,287	\$ 14,853	\$ 14,607	\$ 14,811	\$ 14,634	\$ 14,500	\$ 14,652		
Annual Adjustment		\$ (434.01)	\$ (246.14)	\$ 204.72	\$ (177.26)	\$ (134.50)	\$ 152.37	\$ (105.80)	
Rollback (up to \$150,000)	90.00%	54.65%	46.34%	46.34%	46.34%	46.34%	46.34%		
Rollback (over \$150,000)	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%		

**Resolution No. 2024-36**

**RESOLUTION SETTING TIME AND PLACE FOR A  
PUBLIC HEARING FOR THE PURPOSE OF  
CONSIDERING THE FISCAL YEAR 2024-2025 BUDGET**

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

**WHEREAS**, the City Council of North Liberty, Iowa is preparing the annual budget for the Fiscal Year 2024-2025; and

**WHEREAS**, a public hearing is required on the proposed budget before the budget is adopted and certified to the County Auditor; and

**WHEREAS**, interested residents or taxpayers having comments for or against the proposed property tax rate may appear and be heard at the public hearing at the City Council meeting on Tuesday, April 23, 2024 at 6:30 PM at the Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of North Liberty, Iowa, that this confirms that the city council order the publication of a notice of public hearing pertaining to the proposed budget not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing.

**APPROVED AND ADOPTED** this 9th day of April, 2024.

**CITY OF NORTH LIBERTY:**

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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.

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TRACEY MULCAHEY, CITY CLERK



# **Micromobility Devices (E- Scooter) Ordinance**

**ORDINANCE NO. 2024-02**

**AN ORDINANCE AMENDING CHAPTER 76 OF THE NORTH LIBERTY  
CODE OF ORDINANCES CONCERNING THE OPERATION OF ELECTRIC  
PERSONAL ASSISTIVE AND MICROMOBILITY DEVICES**

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

**SECTION 1. NEW SECTIONS.** Chapter 76 of the North Liberty Code of Ordinances is amended by adding the following new sections:

**76.13 ELECTRIC PERSONAL ASSISTIVE AND MICROMOBILITY DEVICES  
DEFINED.**

1. "Electric personal assistive mobility device" has the same meaning as set forth under Iowa Code § 321.1(20B).
2. "Micromobility Device" means any device not an electric personal assistive mobility device and not a bicycle or low-speed electric bicycle, designed to carry one rider or operator, where such device is equipped with an electric motor of less than seven hundred fifty watts, and where such device is not required to be licensed or registered by the State of Iowa. Micromobility devices may be propelled either by the power of the rider or by an electric motor or a combination thereof. Micromobility devices include, but are not limited to, electric unicycles, electric tricycles, electric stand-up scooters, electric sit-down scooters, and motorized skateboards.

**76.14 SAFE OPERATION OF ELECTRIC PERSONAL ASSISTIVE AND  
MICROMOBILITY DEVICES.**

1. Electric personal assistive mobility devices may be operated on sidewalks and bikeways in accordance with this section and the provisions of Iowa Code § 321.235A.
2. Micromobility devices may be operated on sidewalks and bikeways in accordance with this section.
3. A person who operates an electric personal assistive mobility device or micromobility device shall exercise caution to avoid colliding with any pedestrian, shall yield the right of way to any pedestrian, and shall not operate the device in such a manner as to indicate a willful or wanton disregard for the safety of persons.

4. It shall be unlawful for any person to operate an electric personal assistive mobility device or a micromobility device upon any publicly owned property at a speed greater than 20 miles per hour.
5. No person shall operate an electric personal assistive mobility device on any roadway, except for designated bikeways and traversing the roadway at marked pedestrian crossings.
6. No person shall operate a micromobility device on any roadway unless the person possesses a valid driver's license and obeys the rules of the road.
7. Prohibited Operation: No person shall operate a micromobility device upon any road with a posted speed limit greater than 25 miles per hour.
8. All electric personal assistive mobility devices and micromobility devices in use between sunset and sunrise shall be equipped with a lamp on the front part of the device emitting a white light visible from a distance of at least three hundred feet (300') from the front of the device and with a lamp on the rear of the device emitting a red light visible from a distance of at least three hundred feet (300') from the rear of the device. The lamps may be attached to the rider of the device rather than the device itself provided that the visibility requirements are met.

**76.15 AUTHORIZED POLICE DEVICES.** An on-duty police officer operating a duly authorized Police Department bicycle, electric personal assistive device, or micromobility device may, when necessary, in the performance of his/her official duties, operate or park such bicycle, electric personal assistive device, or micromobility device contrary to the provisions of this Chapter. The foregoing provision shall not relieve the operator of an authorized bicycle, electric personal assistive device, or micromobility device of the duty of operating with due regard for the safety of all persons nor shall such provision protect the operator from the consequences of his/her reckless disregard for the safety of others.

**76.16 PENALTY.** Violations of this chapter are a simple misdemeanor punishable by a fine of twenty-five dollars (\$25.00) for a first offense. Second and subsequent offenses are simple misdemeanors punishable in accordance with the standard city criminal penalty set forth in Chapter 1.14.

**SECTION 2. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 3. 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 4. 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 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on March 26, 2024.

Second reading on April 9, 2024.

Third and final reading on \_\_\_\_\_, 2024.

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. 2024-02 in the Cedar Rapids *Gazette* on the \_\_\_\_ day of \_\_\_\_\_, 2024.

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