



**North Liberty City Council
Regular Session
March 24, 2020**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **March 20, 2020**
Re **City Council Agenda – March 24, 2020**

Meeting Note

Due to the current health situation across the world and recommendations from the World Health Organization and many other health and public safety professional to practice social distancing, Tuesday's meeting will be held virtually via Zoom.us and live streamed at [Watch Meetings Live](#) as well as available on the City's Facebook Page. Councilors and staff will log into the meeting in order to conduct business while the public will be able to watch the debate and decisions being made. The agenda includes two public hearings and because there will not be an opportunity for the public to speak at the meeting, staff will be seeking input from the community through various social media and internet platforms. Any input or questions received will be addressed by the City Council at the virtual meeting.

Meetings & Events

Tuesday, Mar 24 at 6:30p.m.
City Council

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

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

Consent Agenda

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

- City Council Minutes (03/10/20)
- Claims
- February Revenues
- February Treasurer's Report

Johnson County Access Center Agreement

Included in the packet is the proposed funding agreement for the Johnson County Access Center between the cities of North Liberty, Iowa City, Coralville and Johnson County. The agreement provides for a \$500,000 contribution to the project, with payments remitted at various points throughout the project. Other highlights of the agreement include a clause that states the cities are not responsible for any operational costs, provides for a reimbursement in case the facility closes and establishes a user group committee to make recommendations regarding operating procedures. Staff feels very strongly about the user group provision as it will allow for potential issues to be identified, and hopefully resolved quickly. Staff recommends approval of the agreement and looks forward to having access to and use of this facility.

Urban Renewal Plan Amendment & Tax Increment Financing Ordinance

The agenda includes several action items to move ahead with the Urban Renewal Plan Amendment and economic development agreement with Diamond Dreams Sports Academy. Resolution 2020-29 approves the Urban Renewal Plan Amendment, which will allow the City Council to take action at a later date on an incentive agreement, in an amount not to exceed \$320,000, with Diamond Dreams Sports Academy. This amendment will also allow for future funds to be borrowed for various projects including Ranshaw Way, Kansas Avenue, Penn/Front Corridor and Centennial Park. Ordinance 2020-01 is the mechanism that will allow the City to collect incremental property taxes to rebate to Diamond Dreams Sports Academy as agreed to in the future agreement. And finally, Resolution 2020-30 is setting a date for a public hearing regarding the aforementioned agreement with Diamond Dreams. Subsequent to the public hearing, staff recommends approval of the two resolutions and first reading of the ordinance.

Community Center HVAC Project: Public Hearing

Earlier this year, the City selected a vendor, Mechanical Sales Inc., to provide the replacement HVAC equipment for the indoor pool. The next step in this project is to approve the plans and specification for the installation of the equipment and related work. The agenda includes a public hearing as well as a resolution approving the plans and specifications of which staff recommends approval. The engineer's estimate for this project is \$465,000 to be paid with general fund reserves. The anticipated completion date is August 31, 2020.



Agenda



City Council
March 24, 2020
Regular Session
6:30 p.m.

Virtual Meeting via Zoom.us to be live streamed at: [Watch Meetings Live](#)

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, March 10, 2020
 - B. Claims
 - C. February Revenues
 - D. February Treasurers Report
5. City Administrator Report
6. Mayor Report
7. Access Center
 - A. Resolution Number 2020-28, A Resolution approving the 28E for the Access Center
8. Urban Renewal Plan Amendment & Tax Increment Finance Ordinance
 - A. Public Hearing on Proposed Amendment to the North Liberty Urban Renewal Area
 - B. Resolution 2020-29, A Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and to Approve an Urban Renewal Plan Amendment for the North Liberty Urban Renewal Area
 - C. Ordinance 2020-01, An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the March, 2020 Addition to the North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa
 - D. Resolution 2020-30, A Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Diamond Dreams Sports Academy, LLC, Including Annual Appropriation Tax Increment Payments

9. Aquatic Center HVAC Replacement
 - A. Public hearing regarding proposed plans, specifications, etc.
 - B. Resolution Number 2020-31
10. Old Business
11. New Business
12. Adjournment



Consent Agenda

FEBRUARY 29TH, 2020

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	361,559.75	7,257,071.27
011-FIRE EQUIPMENT CAPITA	251,000.00	789,566.26
012-LIBRARY CAPITAL FUND	3,231.55	9,728.57
013-RECREATION CAPITAL FU	343,000.00	693,200.00
014-POLICE CAPITAL FUND	1,780.00	14,175.00
015-TRANSPORTATION IMPACT	0.00	258,844.99
016-STORMWATER CAPITAL	0.00	0.00
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	100,000.00	987,457.76
019-YOUTH SPORTS SCHOLARS	988.38	8,937.71
020-EQUIPMENT REVOLVING	0.00	16,469.50
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	21.93	3,126.02
025-POLICE SEIZED FUNDS	0.00	21,825.01
026-HOTEL/MOTEL TAX	19,009.34	64,092.35
060-ROAD USE TAX FUND	225,756.86	1,764,004.81
061-STREET CAPITAL PROJEC	1,074,696.32	3,119,589.14
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	5,500.65	2,531,727.39
110-DEBT SERVICE FUND	5,577.55	4,032,263.68
210-TRUST AND AGENCY	7,602.34	858,594.82
280-CUSTOMER DEPOSITS	9,220.00	107,450.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	296.60	2,767.44
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	2,298,059.51
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	250,000.00	500,000.00
322-LIBRARY BUILDING FUND	0.48	2,504.19
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	160,000.00
510-WATER FUND	328,405.05	2,724,573.71
511-WATER CAPITAL RESERVE	13,750.00	110,000.00
512-WATER SINKING FUND	118,968.75	951,750.00
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	0.00
520-SEWER FUND	399,319.49	3,263,578.72
521-SEWER CAPITAL RESERVE	44,199.00	353,592.00
522-SEWER SINKING FUND	183,124.08	1,464,992.64
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	0.00	0.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	21,217.31	149,126.04
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	3,768,225.43	34,519,068.53

CITY OF NORTH LIBERTY

TREASURER'S REPORT

February 29, 2020

FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	02/01/2020			02/29/2020
GENERAL	7,978,168.66	1,081,540.37	1,588,128.16	7,471,580.87
SPECIAL REVENUE	7,505,370.16	238,859.85	83,304.10	7,660,925.91
DEBT SERVICE	776,707.93	5,577.55	0.00	782,285.48
CAPITAL PROJECTS	-10,704,889.24	1,324,993.40	1,475,553.54	-10,855,449.38
WATER ENTERPRISE	4,316,143.15	477,020.35	267,950.20	4,525,213.30
WASTEWATER ENTERPRISE	6,387,774.50	631,638.11	483,090.61	6,536,322.00
STORM WATER ENTERPRISE	183,155.62	21,330.51	72.89	204,413.24
TOTAL	16,442,430.78	3,780,960.14	3,898,099.50	16,325,291.42



Access Center 28E

Prepared by Susan Nehring, Johnson County Attorney

BEHAVIORAL HEALTH URGENT CARE CENTER
28E AGREEMENT

THIS AGREEMENT entered into by and between the City of Iowa City, 410 East Washington Street, Iowa City, Iowa, hereinafter referred to as “Iowa City”, the City of Coralville, 1512 7th Street, Coralville, IA 52241, hereinafter referred to as “Coralville”, the City of North Liberty, 3 Quail Creek Circle, North Liberty, IA 52317, hereinafter referred to as “North Liberty”, (collectively referred to as “the cities”) and Johnson County, Iowa, 913 S. Dubuque Street, Iowa City, Iowa, hereinafter referred to as “Johnson County”.

WHEREAS, Johnson County is seeking to establish a behavioral health urgent care center, the GuideLink Center, which will also function as an access center as described by Iowa Code § 331.397 hereinafter referred to as (the “Center”), through which integrated mental health crisis stabilization services, evaluation and treatment of mental illness “MI” and substance use disorders “SUD”, may be delivered to individuals coming into contact with Iowa City, Coralville and North Liberty law enforcement personnel and/or frequently utilizing assistance from emergency medical services, “EMS”; and

WHEREAS, Johnson County and the cities have recognized the need for a low barrier winter shelter (the “winter shelter”) to provide emergency shelter temporarily for persons experiencing homelessness during the coldest months of the year;

WHEREAS, Johnson County has acquired real property in the 260-346 block of Southgate Avenue in Iowa City, IA (the “Southgate Ave. Site”), has completed the design process and following a public bidding process has selected Merit Construction as the lowest responsive responsible bidder and has entered into a contract with Merit Construction for construction of the facility where the Center and the winter shelter space will be located (the “Facility”); and

WHEREAS, Iowa City, Coralville, North Liberty and Johnson County have discussed the functions and services of the Center that will provide benefits for the residents of Johnson County and surrounding areas, including Iowa City, Coralville and North Liberty as well as the costs associated with acquiring the site and constructing a Facility in which to operate the Center and the winter shelter; and

WHEREAS, in consideration of the undertaking by Johnson County to construct and operate a facility suitable for providing such public services, Iowa City, Coralville, and North Liberty will contribute funds for the construction costs of the Facility; and

WHEREAS, because use of the Center will require coordination and collaboration of efforts by area law enforcement and the operation of the Center, a Center Advisory Board will be created to share information, facilitate coordination and address issues or concerns; and,

WHEREAS, it is necessary for Iowa City, Coralville, North Liberty and Johnson County to enter into an agreement pursuant to Chapter 28E of the Code of Iowa (2019) to outline the responsibilities of each party.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. The purpose of this Agreement is to document the contributions to be made by the cities to Johnson County's construction of a Facility in which to operate the above-described Center and winter shelter, and to set forth the scope of the parties' respective roles regarding ongoing use, operation and maintenance of the Center. This Agreement is made between the parties under the authority of Chapter 28E of the Code of Iowa (2019) and implements the terms, conditions, and intentions of the parties as they pertain to said Facility.

II. JOINT EXERCISE OF POWERS. The parties agree the purpose of this Agreement is to jointly exercise their respective powers under Chapter 28E of the Code of Iowa (2019), to finance, develop, construct, operate and/or manage a public improvement, to wit: a suitable care and service facility providing crisis stabilization and related triage, treatment referral and short-term shelter services to individuals experiencing SUD and MI who come into contact with area law enforcement personnel and/or are referred and transported by EMS personnel.

III. DURATION. The duration of this Agreement shall be perpetual unless terminated in the manner provided below.

IV. ADMINISTRATION. The parties agree that Johnson County is the lead agency for constructing the Facility, by and through its Board of Supervisors ("Board"), who shall be designated as the Administrator for the purposes of this Agreement as provided in Section 28E.6 of the Code of Iowa (2019). The Board, or its designee(s), shall administer the contract for the design and construction of the Facility and shall administer, or contract with one or more qualified service providers for, the general management and operation of the Center after completion of construction. Upon execution of the Agreement by all parties the Board will promptly file it with the Iowa Secretary of State as provided in Section 28E.8 of the Iowa Code.

V. LOCATION. Johnson County and cities agree that the Facility shall be constructed on the Southgate Ave. Site and that Johnson County shall be the owner of the building where the Center and winter shelter will be located. Residents of Iowa City, Coralville and North Liberty will be provided services through the Center on a non-exclusive basis, to the extent space and related resources are available.

VI. DEVELOPMENT AND CONSTRUCTION OF THE FACILITY.

Johnson County has procured contracts for the design and construction of the Facility. Johnson County has selected Merit Construction as the lowest responsive responsible bidder following a public bidding process and has entered into a contract with Merit Construction based on a total bid of \$6,424,700 for construction of the Facility.

VII. FINANCING CONSTRUCTION AND STARTUP; TIMING OF PAYMENTS.

Johnson County anticipates financing the construction of the Facility by combining funds from Johnson County, Iowa City, Coralville, North Liberty and other governmental units within or serving Johnson County, and various other sources not specified in this Agreement.

B. All costs and expenses reasonably incurred by Johnson County in connection with the construction of the Facility, including labor and materials, and reasonable provisions for contingencies, but excluding the acquisition costs for the Southgate Ave. Site, and design and technical services have been estimated in the architect's estimate of the total cost of construction at \$6,901,000.00.

C. While Johnson County shall have sole responsibility for all costs to complete construction of the Facility, the cities each agree to assist with the total costs of this project as follows: Iowa City will contribute the sum of \$2,500,000.00, Coralville will contribute the sum of \$500,000.00, and North Liberty will contribute the sum of \$500,000.00 to be applied by Johnson County against the costs to construct the Facility.

D. Each city's contribution shall be paid as follows: Johnson County shall bill each city a portion of the amounts approved by their respective City Councils in four (4) installments, based on pro rata completion of the Facility. The first installment will be billed when the Facility is 25% complete; the second at 50% completion, the 3rd at 75% completion and the final installment upon final acceptance of the Facility by Johnson County. Payment will be due within 30 days of billing.

VIII. MANAGEMENT AND OPERATION OF THE CENTER.

A. As between the cities and Johnson County, Johnson County shall have the responsibility and authority to provide for operation of the Center and maintenance of the Facility, including, but not limited to, providing for management of the operations of the Center and maintenance of the building, the grounds, and equipment of the Facility, and shall have the responsibility to provide general supervision and security for the Center.

B. To fulfill these responsibilities, Johnson County intends to procure one or more long-term contracts with a Managing Entity to lease the portion of the Facility where the Center will be located and to operate the Center through the coordination and facilitation of subcontracts with qualified community mental health and SUD care providers in order to deliver behavioral

health urgent care services at the Center. Operation of the Center at the Southgate Ave. Site is anticipated to commence in late fall of 2020, but in no event earlier than after Facility mechanical and life/health/safety systems are commissioned and adequate policies and protocols have been established by the contracted Managing Entity and Johnson County to provide the above described behavioral health care services.

C. Notwithstanding the foregoing, the parties acknowledge Johnson County has the discretion to modify, cease or enlarge programming and services offered through the Center. Johnson County's discretion includes ending services at the Center altogether if the costs associated with the operation of a component of the Center or the overall Center program unsustainably exceeds fees and reimbursements received from patients, insurance and/or other third-party payors plus any supplemental operational funding that is received from donors/grantors, the Mental Health Disability Services East Central Region ("MHDS-ECR"), or otherwise available and appropriated by Johnson County and any other partner governmental entities.

D. As between the cities and Johnson County, it shall be the responsibility of Johnson County to pay for costs that exceed revenues associated with the operation of the Center and maintenance of the Facility.

E. Johnson County and city law enforcement agencies will work in good faith with Center staff in order to maximize the efficiency and effectiveness of law enforcement interaction with the Center. A description of the understanding of the parties' expectations of the role of law enforcement interactions with the Center is outlined in Attachment 1, which is incorporated by reference.

F. When the winter shelter is not functioning as a shelter or otherwise being used to provide or augment the services of the Center, as determined by Johnson County, the cities' police and fire departments shall have access to the winter shelter space for purposes of training and other activities with scheduling to be determined by mutual agreement of the cities and Johnson County. The cities' use of the winter shelter shall take priority over use by others not parties hereto.

IX. REIMBURSEMENT IN THE EVENT OF TERMINATION OF CENTER OPERATIONS

A. In the event Johnson County ceases to operate the Center or a program in the Facility that offers a comparable benefit at any time within five (5) years of the final acceptance of the Facility construction, (a "Shutdown Event,") Johnson County shall reimburse each city 20% of that city's total contribution multiplied by the number of years (or fractional portion of years) remaining in the five (5) year period after final acceptance of the Facility, so long as the Shutdown Event takes place prior to the 5th anniversary of the final acceptance of the Facility. A determination that a different operation offers a comparable benefit must be made by mutual agreement of the cities and Johnson County. Payment of the refund shall be made in annual installments with each installment being equal to 20% of each city's total contribution. The

first payment shall be due within one hundred eighty (180) days of the Shutdown Event, and annually thereafter, until the full refund amount as determined above has been refunded, unless the County lists the property for sale within 90 days of the Shutdown Event. In the event the County lists the property within ninety (90) days, the provisions set forth in Section IX.B shall apply.

B. If within ninety (90) days after a Shutdown Event, Johnson County lists for sale with a realtor the Facility and the real property on which the Facility is situated, and if the sale of said property closes within one (1) year of the property being listed for sale, Johnson County will not be required to make the reimbursement set forth in paragraph A above. Rather, in that event and in lieu of such reimbursement to the cities, Johnson County will pay to each city a pro rata share of the net sale proceeds (after any applicable commissions, allowances and other closing costs for which the seller is obligated to pay are deducted). Each city's pro rata share will be calculated by dividing the city's total financial contribution to the cost of constructing the Facility by the combined total sum of the actual cost of construction (as defined in Section VII.B above), plus the real estate purchase price, closing costs, demolition, engineering, earthwork, technical services and other expenses paid by Johnson County to obtain the Southgate Ave. Site and to complete the Facility. Additional expected expenses (actual and estimated) not otherwise included in the actual construction costs for purposes of calculation of the pro rata share, are set forth in Attachment 2 and incorporated by reference.

C. In the event the property is listed for sale within ninety (90) days of the Shutdown Event, but the sale of the property does not close within one (1) year of the property being listed for sale, Johnson County will begin to make reimbursement payments pursuant to Section IX.A above with the first installment of the reimbursement due one (1) year after the property is listed for sale, with subsequent payments to be made on annual basis thereafter until reimbursement is completed or the Facility is sold. If the Facility is listed for sale with a realtor and closes more than one year after the property is listed for sale, each city will be refunded a pro rata share of the proceeds of the sale as described above less any reimbursement amounts paid pursuant to Section IX.A of this agreement.

D. If a Shutdown Event happens more than five years, but less than ten years after final acceptance of Facility and Johnson County sells the entire Facility, the County will pay to each city a pro rata share of the net sale proceeds calculated in the manner described in Section IX.B less any reimbursement previously paid.

X. ADVISORY BOARD

A. A Center Advisory Board shall be established to advise, strategize, support and advocate for successful operations of the Center and to facilitate coordination and collaboration of efforts between the municipal law enforcement entities and the Center. The Advisory Board shall include a representative from law enforcement from each of the cities and the Johnson County Sheriff's Office, representatives from the Managing Entity of the Center, representatives from

the participating Service Providers providing staffing at the Center, a designated representative from each party to this agreement and other representatives designated by Johnson County and the Managing Entity.

B. In order to facilitate coordination and collaboration with law enforcement, the Advisory Board will evaluate and review security issues and law enforcement interaction with the Center at least quarterly for the first year of operation and no less than semi-annually thereafter. A review of law enforcement interaction with the Center will include a presentation and discussion of the following information compiled from the preceding quarter: 1) the number of persons brought to the Center for services by law enforcement (“drop-offs”); 2) a review of law enforcement wait times for drop-offs; 3) the number of times a law enforcement entity is called back to the Center within an hour of drop-off and; 4) the number of routine and emergency responses to the Center by each law enforcement agency and 5) any other additional information provided by law enforcement. The reported information will be used to facilitate improvement of efficiency and effectiveness of law enforcement interactions with the Center and to evaluate the necessity of allocating additional resources in order to address security and safety concerns at the Center.

C. Center policies and procedures relating to management of security issues and calls for assistance from law enforcement will be reviewed and evaluated by the Advisory Board prior to the Center opening and annually thereafter, or at the request of a law enforcement entity representing a party to this agreement.

XI. REPORTS

Johnson County will provide an annual report to the cities concerning the operation of the Center by March 1 of each year consisting of a report of activities for the preceding calendar year as long as the Center remains in operation. Beginning the month after Center operations commence, Johnson County shall provide the cities with a monthly report which shall include the following aggregate de-identified information:

- 1) Number of Visits
- 2) Walk in visits
- 3) Law enforcement drop offs by city
- 4) Number of visits to each service
- 5) Number of visitors returning within 72 hours of previous discharge
- 6) Number of unduplicated visitors (for that month)
- 7) Number of discharges
- 8) Officer wait time (minutes) for each law enforcement drop-off
- 9) Number of routine and emergency dispatches to the Center (excluding drop-offs) designated by law enforcement entity.
- 10) Number of times law enforcement is called back to the Center within one hour of drop-off

In addition to the above information, the annual report will include usage and trend data, a financial report showing sources and use of funds and information on the usage of the winter shelter.

XII. TERMINATION. No party may terminate this Agreement prior to ten (10) years after final acceptance of the Facility construction unless a Shutdown Event occurs within the five (5) year period set forth in Section IX.A, or if Johnson County sells the Facility between five (5) years and ten (10) years after final acceptance of the Facility construction. If a Shutdown Event does occur within five (5) years of final acceptance of the Facility construction, this agreement will terminate upon the full payment of the refund amount to the cities as determined by Section IX.A and/or B of this agreement. If Johnson County sells the Facility between five (5) years and ten (10) years after final acceptance of the Facility construction, this agreement will terminate upon Johnson County's reimbursement to the cities pursuant to Section IX.D. If this agreement is still in effect ten (10) years after final acceptance of the Facility, thereafter any party may terminate the Agreement by providing ninety (90) days written notice to the other parties.

XIII. DISPUTE RESOLUTION

The parties acknowledge their mutual desire for Johnson County to construct the Facility and establish the Center. The parties therefore agree to work diligently and negotiate in good faith to reach any agreements necessary to secure these objectives. Matters in dispute or subject to interpretation shall be first submitted to the parties for resolution prior to either party pursuing administrative or judicial remedies. In the event such matters must be submitted to the parties, they shall be submitted specifically to the City Manager or City Administrator of each city, as representative for the City, and to the Executive Director of the Board of Supervisors' office, as representative for the County, who will both make a good faith effort to resolve the dispute.

In the event that such efforts do not result in a resolution and a party determines the other party has defaulted in the performance of its material obligations hereunder, the aggrieved party may declare that default has occurred and give notice of such to the defaulting party as listed in Section XV below. Said Notice of Default shall be given in writing and outline the default with particularity, and describe what action is required of the defaulting party to correct the default within thirty (30) days. If at the end of said thirty (30) day period, the default has not, in the opinion of the aggrieved party, been corrected, that party may pursue its remedies as provided herein, however, that if the default is of such a nature that it cannot be remedied within said thirty day period, the defaulting party shall not be in material breach of this Agreement so long as the defaulting party has made good faith efforts to remedy the default during said thirty day period and remedies the default as soon as practicable.

XIV. REMEDIES UNDER DEFAULT

In the event of default by a party, the aggrieved party may, at its option, after declaring default and giving notice thereof and a chance to remedy the default as described in Section XIII

above, pursue any and all legally available remedies, including an action for specific performance.

XV. NOTICES

Notice by any party on another party is effective upon mailing by ordinary mail addressed to:

City Clerk, City of Iowa City, 410 East Washington Street, Iowa City, IA 52240

Administrative Assistant, Johnson County Board of Supervisors, 913 S. Dubuque St., Iowa City IA 52240

City Clerk, City of Coralville, 1512 7th Street, Coralville, IA 52241

City Clerk, City of North Liberty, 3 Quail Creek Circle, North Liberty, IA 52317

XVI. MODIFICATIONS TO THE AGREEMENT

The cities and Johnson County acknowledge that from time to time it may be to their mutual advantage to modify the terms and conditions of this Agreement. In that event, both parties agree that any mutually agreed upon modifications shall be allowable as they may become necessary or desirable to implement the general purpose of this Agreement; provided, however, that no waiver, change, modification or amendment of this Agreement shall be binding upon either party unless in writing and signed by the affected party. The waiver of either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition in this Agreement.

XVII. INTERPRETATION AND ENFORCEMENT. Interpretation and enforcement of the Agreement shall be in accordance with Paragraphs XIII and XIV, above, and Chapter 28E of the Code of Iowa (2019) and statutes respecting the rights and responsibilities of the political subdivisions.

XVIII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XIX. APPROVAL

For reference purposes, this Agreement is dated this _____ day of _____, 2020. It has been approved as required by law by the City Councils of Iowa City, Coralville and North Liberty and the Board of Supervisors of Johnson County on the dates as indicated below.

CITY OF NORTH LIBERTY, IOWA

By: _____
Terry L. Donahue, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2020; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF _____

By: _____
_____, Mayor

ATTEST: _____
_____, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, 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 _____, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2020; and that _____ and _____ 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

CITY OF _____

By: _____
_____, Mayor

ATTEST: _____
_____, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, 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 _____

_____, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2020; and that _____ and _____ 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

JOHNSON COUNTY

By: _____
Rod Sullivan, Chairperson
Johnson County Board of Supervisors

ATTEST: _____
Travis Weipert/Designee
Johnson County Auditor

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Rod Sullivan and _____ to me personally known, who being duly sworn, did say that they are the Chair, Board of Supervisors and County Auditor/Designee, respectively of Johnson County, Iowa, a Political Subdivision, created and existing under the laws of the State of Iowa, and that said instrument was signed and sealed on behalf of said Political Subdivision by authority and resolution of its Board of Supervisors, and said Rod Sullivan and _____ acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

ATTACHMENT 1

EXPECTATIONS RE: ROLE OF LAW ENFORCEMENT INTERACTION WITH CENTER and WINTER SHELTER

The following statements reflect the understanding of Johnson County and the cities regarding the role of their respective law enforcement entities in regard to law enforcement interaction with the Center and the Facility. The provisions outlined below may be modified from time to time by mutual agreement of the law enforcement entities. Periodic evaluation and review of security issues and the role of law enforcement interactions will be conducted through the Advisory Board as described in Section X of the 28E Agreement. Nothing in this attachment should be interpreted as prohibiting the respective law enforcement entities for the parties from mutually agreeing to reallocate law enforcement responsibilities as warranted by resource availability and/or public safety considerations.

1. Law enforcement officers dropping off persons to receive services at the Center will remain at the Center until the triage process has been completed and Center staff have provided clearance for officers to leave the Center.
2. The Managing Entity for the Center will develop Center policies that emphasize the importance of minimizing officer time related to drop-off while maintaining appropriate standards for triage and admission.
3. If a patient who has completed the triage process and has been admitted to the Center experiences a deterioration of their medical condition that requires more intensive medical care than can be provided at the Center, Center staff will make arrangements for appropriate medical transportation which may require emergency law enforcement assistance.
4. If a patient refuses to cooperate with services after law enforcement has received clearance to leave the Center, and Center staff determines that the patient poses a danger to themselves or others if the patient was to leave the Center, the law enforcement entity that brought that person to the Center may be called back within one hour of clearance in order to re-establish custody of that person.
5. If a patient who has completed triage and has been admitted to the Center leaves the Center without being discharged under circumstances that present an imminent danger to the patient or others as determined by Center staff, Center staff will call for emergency law enforcement assistance.
6. Other than as stated in paragraph 4 and 5 above, law enforcement will not be responsible for transportation of persons who are admitted to the Center for treatment and are later discharged from the Center after having received behavioral health services.
7. The Managing Entity for the Center will develop policies and protocols for Center staff dealing with security and safety issues at the Center. These policies will be shared with

law enforcement through the Advisory Board prior to the commencement of operations at the Center.

8. Emergency calls for assistance and routine service calls to the Center and the winter shelter will be dispatched through the Joint Emergency Communications Center to the Iowa City Police Department.
9. Criminal charges regarding events that take place upon the premises of the Center that require follow-up investigation beyond the involvement of the officer who originally took the complaint, will be referred to the Johnson County Sheriff's Office for investigation.

ATTACHMENT 2

Real estate purchase price and other expenses necessary to complete
Facility not otherwise included in construction contract.

*Property Land Price	\$1,357,920	
*Closing Costs	\$975	
		<hr/>
	\$1,358,395	
Other building and site prep expenses not included in construction contract		
Fiber optic install and network	\$130,600	
Engineering and civil design services	\$120,000	
*Site testing (Geotech and Geothermal)	\$14,025	
*Demo of existing building	\$35,606	
*Asbestos test and abatement	\$6,455	
*Tree removal and debris clean up	\$5,595	
FF&E design services	\$20,000	
Commissioning services (LEED)	\$50,050	
*LEED energy modeling	\$15,400	
*LEED certification fee	\$3,700	
A/E w/LEED documentation and landscape design	\$580,000	
*A/E services prior to contract (hourly rate)	\$21,395	
*Printing and shop drawing costs	\$17,032	
Contingency	\$76,550	
		<hr/>
	\$1,096,408	
TOTAL		<hr/>
	\$2,454,803	

(*) Reflects expenditure already paid

Items without (*) are estimated costs for expenses partially paid or yet to be incurred not otherwise incorporated in the construction contract.

Resolution No. 2020-28

A RESOLUTION APPROVING THE 28E AGREEMENT BETWEEN THE JOHNSON COUNTY BOARD OF SUPERVISORS, THE CITY OF IOWA CITY, THE CITY OF CORALVILLE, AND THE CITY OF NORTH LIBERTY, IOWA FOR THE CONSTRUCTION, FUNDING AND USE OF A BEHAVIORAL HEALTH URGENT CARE CENTER

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

WHEREAS, the City Council desires to enter into a 28E Agreement with the Johnson County Board of Supervisors, the City of Iowa City, and the City of Coralville for the construction, operation, and shared use of a behavioral health urgent care center, and

WHEREAS, it is the parties' desire to establish, in writing, their understanding concerning the construction, funding and use of the facility.

NOW, THEREFORE, BE IT RESOLVED that that the attached 28E agreement between the City of North Liberty, the Johnson County Board of Supervisors, the City of Iowa City, and the City of Coralville is approved.

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

APPROVED AND ADOPTED this 24th day of March, 2020.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Urban Renewal Plan Amendment

ADDITION TO THE URBAN RENEWAL
AREA DESIGNATION AND PLAN
HEARING

421033-78

North Liberty, Iowa

March 24, 2020

The City Council of the City of North Liberty, Iowa, met on March 24, 2020, at 6:30 o'clock, p.m., at the Council Chambers, in the City for the purpose of conducting a public hearing on the designation of the expanded North Liberty Urban Renewal Area and on urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of an urban renewal area and on a proposed urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the North Liberty Urban Renewal Area,” seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and to Approve an Urban Renewal Plan Amendment for the North Liberty Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, the City Council (the “Council”) of the City of North Liberty (the “City”) has previously created the North Liberty Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

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

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

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

WHEREAS, notice of a public hearing by the City Council of the City on the question of establishing the Property as an urban renewal area and on the proposed Amendment for the North Liberty Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on March 24, 2020; and

WHEREAS, the Planning and Zoning Commission of the City has reviewed and commented on the proposed Amendment; and

WHEREAS, copies of the urban renewal plan amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Johnson County and the Clear Creek Amana Community School District; the consultation meeting was held on the ____ day of _____, 2020; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist in the City of North Liberty on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the March, 2020 Addition to the North Liberty Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not anticipated that relocation of families will be an issue in connection with the projects and programs described in the Amendment. To the extent that relocation is necessary, provision will be made to assist any impacted families.

Section 5. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved March 24, 2020.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

EXHIBIT A
Legal Description
March, 2020 Addition to the North Liberty Urban Renewal Area

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

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF NORTH LIBERTY

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of North Liberty, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating an urban renewal area and approving the urban renewal plan amendment for the North Liberty Urban Renewal Area in the City.

WITNESS MY HAND this ____ day of _____, 2020.

City Clerk

(Please attach to this certificate a copy of the minutes or a resolution of the Planning and Zoning Commission showing the action taken by that Commission with respect to the urban renewal plan amendment.)

MINUTES PROVIDING FOR FIRST
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A TAX INCREMENT
FINANCING DISTRICT FOR THE MARCH,
2020 ADDITION TO THE NORTH LIBERTY
URBAN RENEWAL AREA

421033-78

North Liberty, Iowa

March 24, 2020

The City Council of the City of North Liberty, Iowa, met on March 24, 2020, at 6:30 o'clock p.m., at the Council Chambers in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the March, 2020 Addition to the North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its first consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the March, 2020 Addition to the North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of North Liberty, Iowa (the “City”) previously enacted an ordinance entitled “An Ordinance Providing For The Division Of Taxes Levied On Taxable Property In The North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa”; and

WHEREAS, pursuant to that ordinance, certain taxable property within the North Liberty Urban Renewal Area in the City was designated a “tax increment district”; and

WHEREAS, the City Council now desires to establish a new “tax increment district” by designating the real property comprising the March, 2020 Addition to the North Liberty Urban Renewal Area;

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the March, 2020 Addition to the North Liberty Urban Renewal Area of the City of North Liberty, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of North Liberty to finance projects in such area.

Section 2. Definitions. For use within the remainder of this ordinance the following terms shall have the following meanings:

“City” shall mean the City of North Liberty, Iowa.

“County” shall mean Johnson County, Iowa.

“Urban Renewal Area Addition” shall mean the March, 2020 Addition to the North Liberty Urban Renewal Area of the City of North Liberty, Iowa, the legal description of which is set out below, approved by the City Council by resolution adopted on March 24, 2020:

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

“Urban Renewal Area” shall mean the entirety of the North Liberty Urban Renewal Area as amended from time to time.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the

taxable property in the Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Addition is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. 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 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

First consideration passed by the City Council of the City of North Liberty, Iowa, the 24th day of March, 2020.

Mayor

Attest:

City Clerk

• • • • •

Second consideration passed by the City Council of the City of North Liberty, Iowa, the _____ day of _____, 2020.

Mayor

Attest:

City Clerk

• • • • •

Third and final consideration passed by the City Council of the City of North Liberty,
Iowa, the ____ day of _____, 2020.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR SECOND
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A TAX INCREMENT
FINANCING DISTRICT FOR THE
MARCH, 2020 ADDITION TO THE
NORTH LIBERTY URBAN RENEWAL
AREA

421033-78

(Second Consideration)

North Liberty, Iowa

_____, 2020

The City Council of the City of North Liberty, Iowa, met on _____, 2020 at _____ o'clock __.m., at the _____, in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

The Mayor announced that, on March 24, 2020, the Council had given its initial consideration and had adopted an ordinance entitled "Ordinance No._____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the March, 2020 Addition to the North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR FINAL
CONSIDERATION AND ADOPTION OF
AN ORDINANCE ESTABLISHING A
TAX INCREMENT FINANCING
DISTRICT FOR THE MARCH, 2020
ADDITION TO THE NORTH LIBERTY
URBAN RENEWAL AREA

421033-78

(Final Consideration and Adoption)

North Liberty, Iowa

_____, 2020

The City Council of the City of North Liberty, Iowa, met on _____, 2020
at _____ o'clock __.m., at the _____, in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

The Mayor announced that, on March 24, 2020, and on _____, 2020, the Council had given initial and second consideration and had adopted an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the March, 2020 Addition to the North Liberty Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and has been adopted.

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Diamond Dreams Sports Academy, LLC)

421033-78

North Liberty, Iowa

March 24, 2020

A meeting of the City Council of the City of North Liberty, Iowa, was held at 6:30 o'clock p.m., on March 24, 2020, at the Council Chambers, North Liberty, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Diamond Dreams Sports Academy, LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of North Liberty, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the North Liberty Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Diamond Dreams Sports Academy, LLC (the “Company”) in connection with the construction of a softball/baseball facility in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$320,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, It Is Resolved by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. This City Council shall meet on April 14, 2020, at _____ o’clock __.m., at the _____, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT
AGREEMENT WITH DIAMOND DREAMS SPORTS ACADEMY, LLC AND
AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT
PAYMENTS

The City Council of the City of North Liberty, Iowa, will meet at the _____, on April 14, 2020, at _____ o'clock ____m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Diamond Dreams Sports Academy, LLC (the "Company") in connection with the construction of a softball/baseball facility in the North Liberty Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$320,000 as authorized by Section 403.9 of the Code of Iowa.

The agreement to make incremental property tax payments to the Company will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the North Liberty Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of North Liberty, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Tracey Mulcahey
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 24, 2020.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk



Aquatic Center HVAC Replacement

Resolution No. 2020-31

RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE NORTH LIBERTY AQUATIC CENTER HVAC REPLACEMENT PROJECT

WHEREAS, the City Council of the City of North Liberty, Iowa, has heretofore given preliminary approval to the plans, specifications, and estimate of cost (the "Contract Documents") for the proposed North Liberty Aquatic Center HVAC Replacement 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 March 24, 2020;

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

Section 1. The City Council hereby delegates to the City Clerk and/or the Project Engineer the duty of receiving bids for the Project until 10:00 o'clock a.m. on April 2, 2020 at the City Administration Building or a different location to be determined by an addendum. At such time and place the City Clerk and/or the Project Engineer open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on April 14, 2020 at 6:30 p.m. currently scheduled to be located at City Council Chambers in the City. Due to COVID-19 concerns, City of North Liberty facilities may be closed to the public on the date of the April 14, 2020 City Council meeting, so the meeting may be held remotely with public access.

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

Section 3. 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 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

APPROVED AND ADOPTED this 24th day of March, 2020.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Additional Information



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Fire Chief Brian Platz**
Date **March 17th, 2020**
Re **March Fire Department Council Report**

Your fire department responded to over 250 calls for service in the first 60 days of 2020. The members of the organization stepped up and served their community admirably. Thankfully, the start of March is providing a much-needed slow down specific to emergency response. The break has allowed us the ability to research and prepare for the COVID-19 pandemic.

The fire department continues to seek ways to ensure both responder and citizen safety specific to the COVID-19 outbreak. The department has adjusted its guidelines related to emergency medical protocols, fire alarm response, fire code inspections, and general facility processes. As time moves forward, we will develop staffing plans in anticipation of our personnel being directly affected or quarantined. We are certainly navigating uncharted waters and our new mission is to get to the other side of this with minimal emergency service interruption. We are working within the framework of city administration and the Johnson County Emergency Operations Center and continue to push out informational updates to our members.

The new firefighters that were installed in January continue to progress and to date, all 11 are still with us. They remain enthused and excited to serve the community. They have shown a great deal of promise and are now running calls when appropriate.

The department received its new tanker truck on March 5th. We plan to place the truck in service on March 22nd, following the installation of the radio and other equipment. We have started training on the truck and hope to get all personnel through the curriculum in the weeks to come. The Cullom Fire Protection District (Illinois) plans to retrieve our current pumper/tanker on March 31st. I would invite each of you to come by and take a look at your new truck in the months to come.

On March 10th and 11th, four department members traveled to Appleton, Wisconsin to engage Pierce Manufacturing in a pumper preconstruction process. Nine hours were spent at the truck factory to fine tune specifics related to this custom build. I'm very happy with the result and we are excited to keep the process moving, anticipating delivery in August of this year.



North Liberty Fire Department 2020 Monthly/YTD Response Report

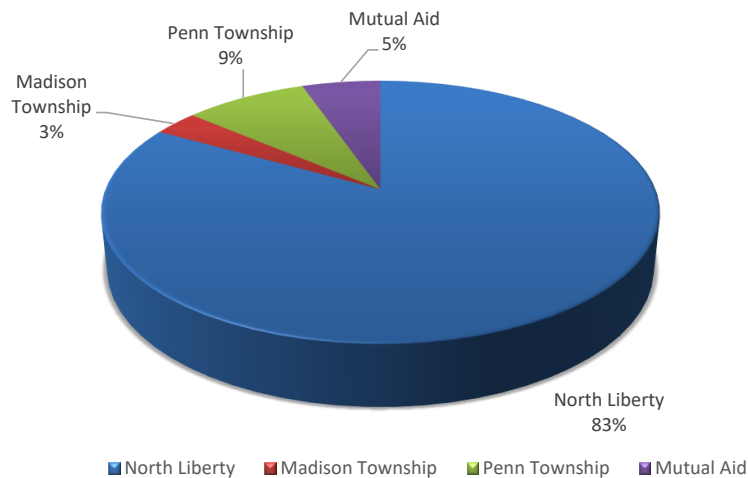
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	115	102											217	83.14%
Madison Township	6	2											8	3.07%
Penn Township	11	11											22	8.43%
Mutual Aid	8	6											14	5.36%
Total Responses	140	121											261	

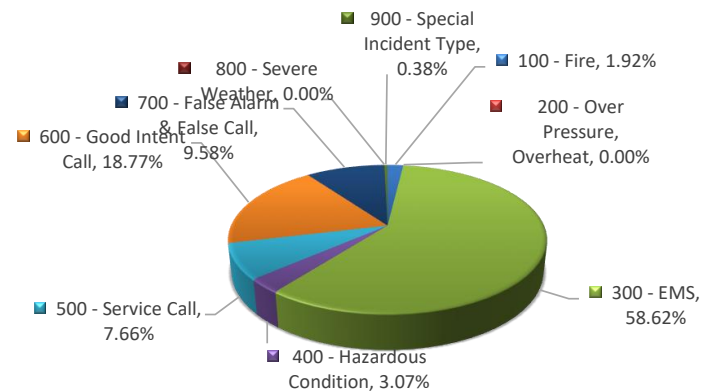
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3	2											5	1.92%
200 - Over Pressure, Overheat														
300 - EMS	78	75											153	58.62%
400 - Hazardous Condition	4	4											8	3.07%
500 - Service Call	14	6											20	7.66%
600 - Good Intent Call	27	22											49	18.77%
700 - False Alarm & False Call	13	12											25	9.58%
800 - Severe Weather														
900 - Special Incident Type	1												1	0.38%
Total Responses	140	121											261	

2020 District Responses YTD
(Rounded Percentage)



2020 Type of Incidents YTD
(Percentage)



North Liberty Fire Department

2020 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

[illegible]

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

[illegible]

** (Turnout Time is defined as Dispatch Time to Unit Enroute Time) (PPC-Paid Per Call) (PT-Part Time)

North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	2	2											4	1.53%
Auto Aid - Iowa City (52003)	1	1											2	0.77%
Auto Aid - Solon (52008)	2	1											3	1.15%
Auto Aid - Swisher (52009)	3	2											5	1.92%
Mutual Aid - Other Fire Departments													0	0.00%
Total Responses	8	6	0	0	0	0	0	0	0	0	0	0	14	5.36%

North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1												1	0.38%
Auto Aid - Iowa City (52003)	1												1	0.38%
Auto Aid - Solon (52008)	1												1	0.38%
Auto Aid - Swisher (52009)	4	1											5	1.92%
Mutual Aid - Other Fire Departments	1												1	0.38%
Total Responses	8	1	0	0	0	0	0	0	0	0	0	0	9	3.45%



Financial Report

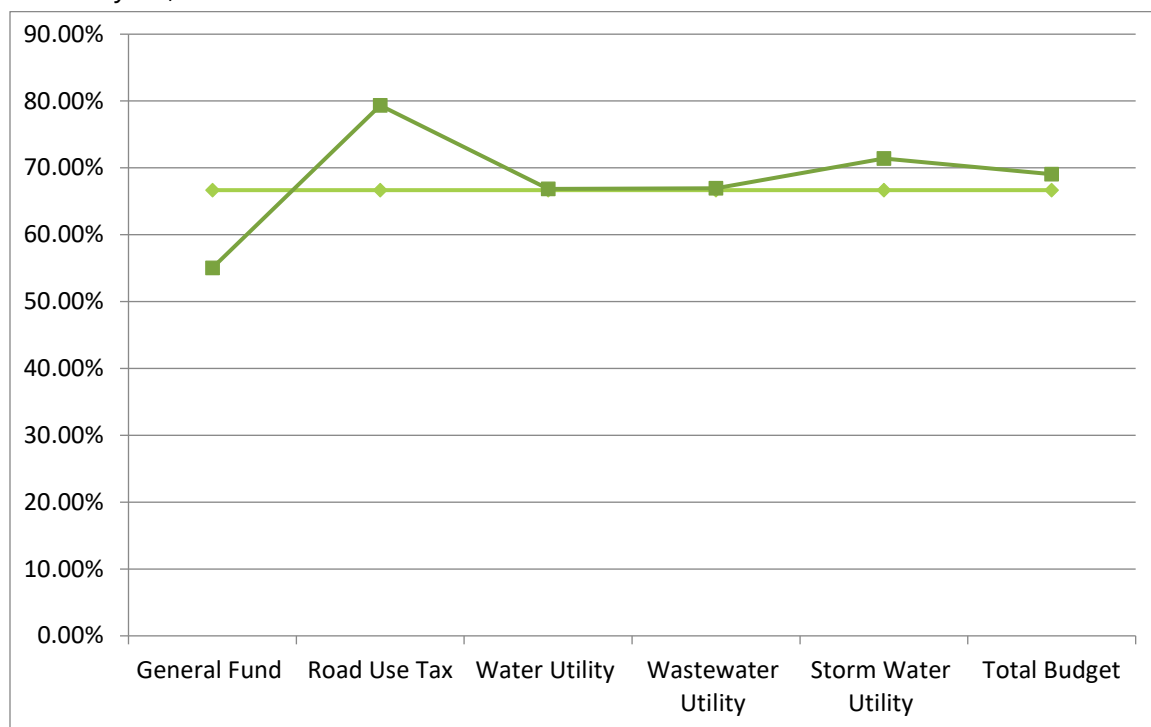
February 29, 2020

City staff are pleased to submit the unaudited monthly financial report for the month of February 2020. At the end of the month, the City was 66.67% through the budget year. Total revenues received for the month were \$3,768,225.43. Total expenditures for the month were \$3,916,764.33. The total cash balance at the end of the month was \$16,325,291.42.

The dark green line indicates the percentage where the budget area is and the light green line is the percentage of the budget year. Any particular area falling approximately 10% below or above the percentage of the budget year will be explained below.

Revenues

The following chart demonstrates the condition of the City's budgeted revenues as of February 29, 2020:



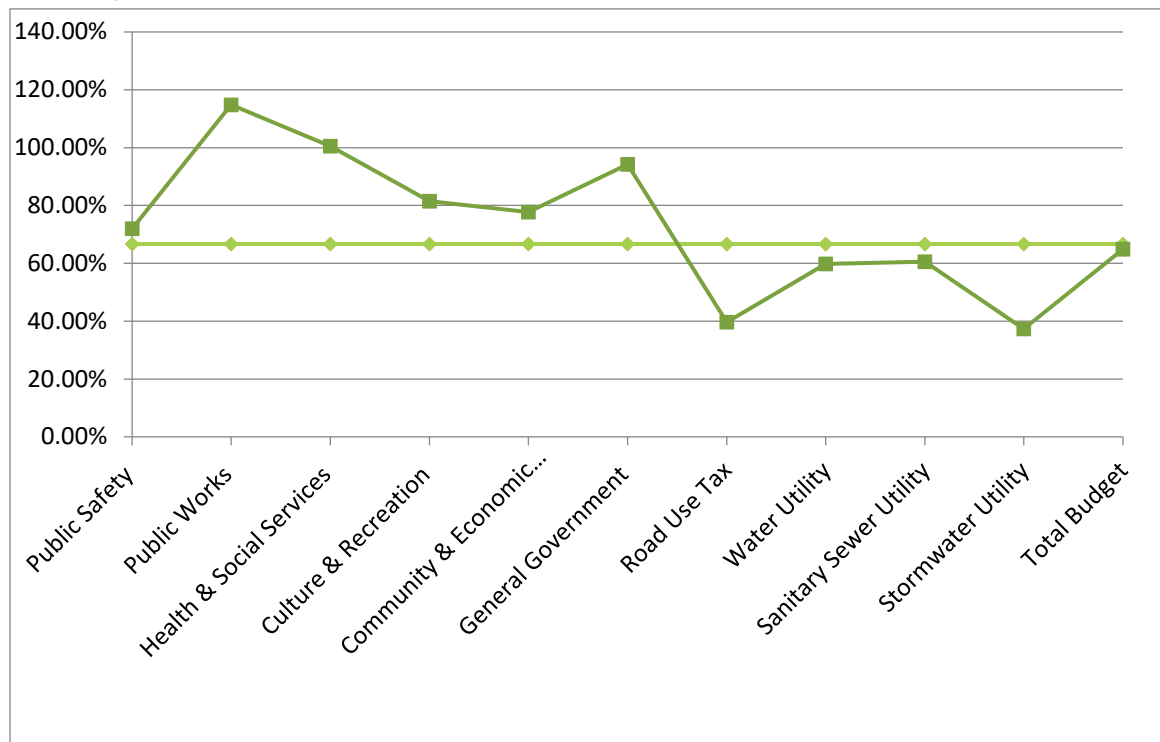
- This chart represents the historical view at the end of the month.

- The General Fund is behind the budget projection at 52.27%. The second installment of property taxes, the primary funding source in this fund, will be received in April
- Utility revenues are all on track.

Overall revenues for the fiscal year to date are \$34,519,068.53, 60.70% of the budgeted amount.

Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of February 29, 2020:



- Public Safety, Culture and Recreation and General Government are all higher than expected due to fund balance allocation transfers from FY 18 and FY 19. These offsets will be remedied with an upcoming amendment.
- Public Works is higher than expected due to additional trash and recycling expenses. This will require an amendment very soon.
- Social Service grants were paid out in August resulting in full spend of this budget.

- A bond refunding payment was made in September of over \$3 million.

Year to date total expenditures are \$32,782,012.21 or 48.00% of the projected budget amounts. This amount is right on par for the portion of the fiscal year completed.

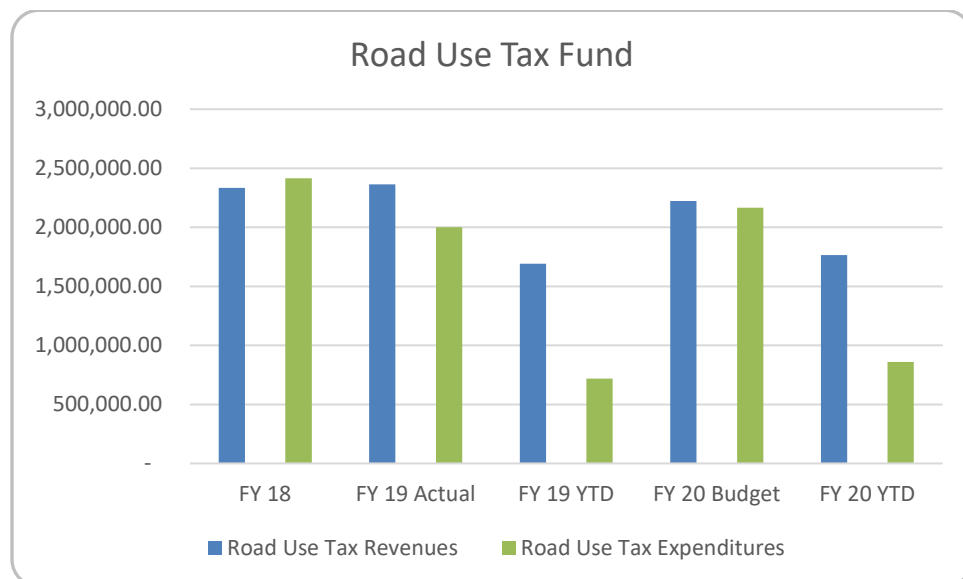
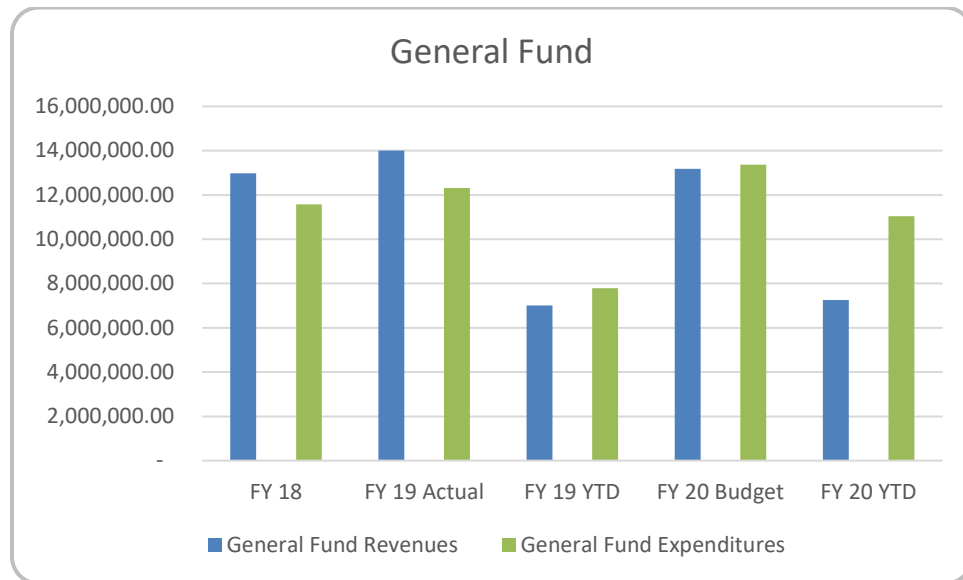
Treasurer's Report

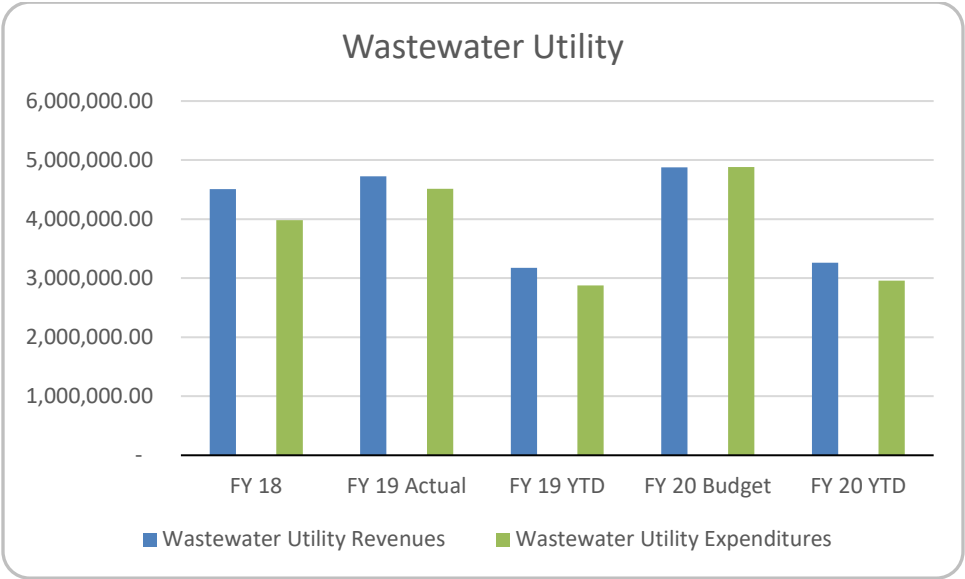
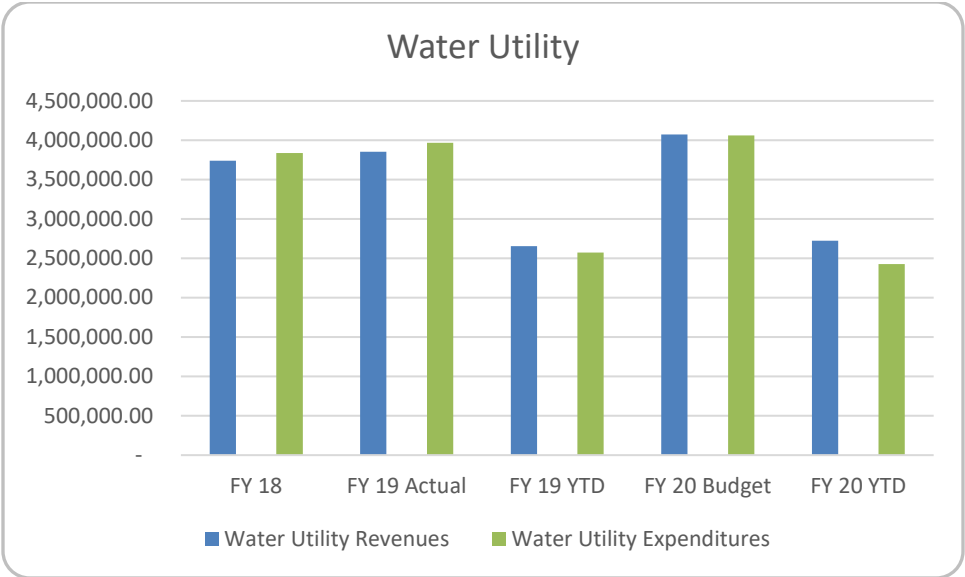
Following is the Treasurer's Report for February. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 3,733,879.87. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

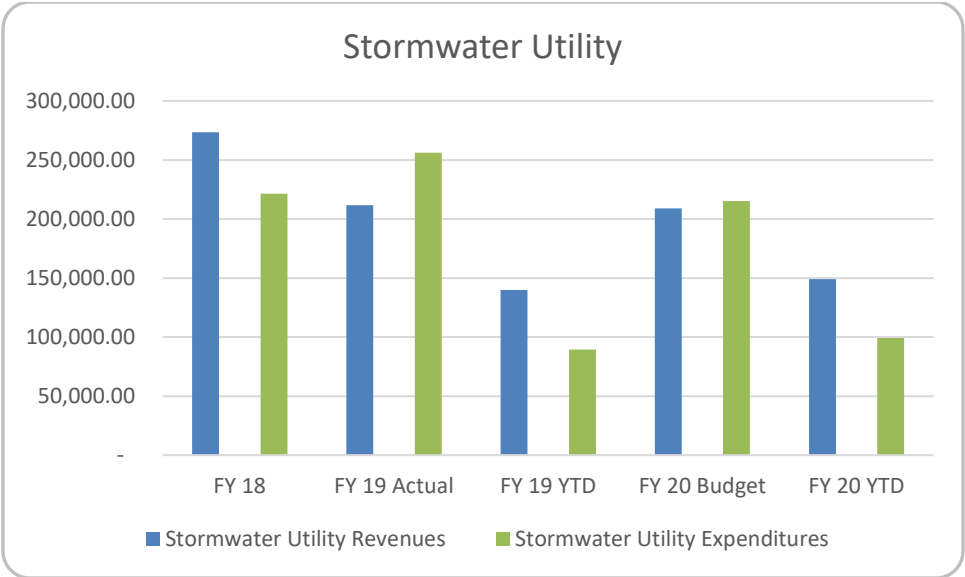
CITY OF NORTH LIBERTY TREASURER'S REPORT February 29, 2020				
FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	02/01/2020			02/29/2020
GENERAL	7,978,168.66	1,081,540.37	1,588,128.16	7,471,580.87
SPECIAL REVENUE	7,505,370.16	238,859.85	83,304.10	7,660,925.91
DEBT SERVICE	776,707.93	5,577.55	0.00	782,285.48
CAPITAL PROJECTS	-10,704,889.24	1,324,993.40	1,475,553.54	-10,855,449.38
WATER ENTERPRISE	4,316,143.15	477,020.35	267,950.20	4,525,213.30
WASTEWATER ENTERPRISE	6,387,774.50	631,638.11	483,090.61	6,536,322.00
STORM WATER ENTERPRISE	183,155.62	21,330.51	72.89	204,413.24
TOTAL	16,442,430.78	3,780,960.14	3,898,099.50	16,325,291.42

Summary Charts

Following are comparison charts of revenues and expenditures for the past two fiscal years, this fiscal year's budget and this fiscal year to date.







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