AGENDA

6:30 PM       June 8, 2021

A Regular Meeting of the City Council of the City of Coralville, Johnson County, IA will be held Tuesday, June 8, 2021 at 6:30 PM in the Council Chambers at City Hall, 1512 7th Street. This meeting will be live streamed Tuesday, June 8, 2021 at 6:30 PM and rebroadcast on Mediacom 118-8 and on-demand at www.coralville.org/coralvision.

Anyone is welcome to attend the Council Meeting and participate in any of the public hearings or speak during citizen comments or you can submit comments in writing to the City Clerk’s office at 1512 7th Street, Coralville, Iowa or by email at tjohnson@coralville.org no later than 5:00 PM, Tuesday, June 8, 2021. Coralville City Council Meetings are open to all individuals regardless of language spoken or disability. Any person requiring a reasonable accommodation to participate should contact the City Clerk’s office at 319-248-1700 or tjohnson@coralville.org at least two business days prior to the meeting.

1. Call to order.

2. Roll call.

3. Approve agenda.

4. Mayor to proclaim June 4, 2021 as “National Gun Violence Awareness Day.”

5. Citizen comments for 15 minutes. Additional comments to continue after the consent calendar if needed. (Please limit to 5 minutes.)

6. 711, 713 AND 715 5TH AVENUE ~ PUBLIC HEARING
   a) Public hearing on the disposal of an interest in real property generally referred to a 711, 713 and 715 5th Avenue.

   Note: This is for the sale of three lots to a developer who will renovate the existing homes to sell for no more than $175,000.00 with a 30-year deed restriction to ensure the homes are owner-occupied.

7. BONDS ~ PUBLIC HEARINGS
   a) Public hearing on not to exceed $11,000,000.00 General Obligation Urban Renewal Loan Agreements.
   b) Consider resolution determining to proceed with the entering into one or more General Obligation Urban Renewal Loan Agreements and taking additional action thereon.

   Note: This is for the financing of the acquisition of the Green State Family Fieldhouse.

   c) Public hearing on a Proposal to enter into one or more Sewer Revenue Loan Agreements and to borrow money thereunder.
   d) Consider resolution approving a Proposal to enter into one or more Sewer Revenue Loan Agreements and to borrow money thereunder.

   Note: This is an amendment to the Wastewater Treatment Plant loan through the State Revolving Fund. It will effectively lower the interest rate on the Wastewater Treatment Plant loan to allow for additional storm water quality projects to be funded without additional cost to the City.
e) Consider resolution authorizing and approving a Loan Agreement, awarding the sale, providing for the issuance of General Obligation Refunding Bonds, Series 2021A, and providing for the levy of taxes to pay the same.

f) Consider resolution authorizing and approving a Loan Agreement, awarding the sale, providing for the issuance of Taxable General Obligation Refunding Bonds, Series 2021B, and providing for the levy of taxes to pay the same.

**Note:** These provide for the refinancing of portions of the Series 2015A, 2015B, 2014H and 2014F bond issues. The repayment of the refunding bonds will be from the same revenue sources as the original bonds – the debt service property tax levy and Mall & Highway 6 TIF revenues. These refinancing’s produce interest rate savings for the City.

g) Consider resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing payment of Taxable Storm Water Revenue Bonds, Series 2021D.

**Note:** This finalizes the last portion of financing not to exceed $1,000,000.00 for construction of green stormwater infrastructure items included in the E. 2nd Avenue project, which is complete.

8. MUDDY CREEK LANE PATCHING & SUBDRAIN 2021

a) Bid Report.

b) Consider resolution accepting bids and awarding the Construction Contract for the Muddy Creek Lane Patching & Subdrain 2021.

c) Consider resolution approving the Contract and bond documents for the Muddy Creek Lane Patching & Subdrain 2021.

**Note:** This is for full depth PCC patching and subdrain from 2332 Muddy Creek Lane (Wickham Circle) to 2426 Muddy Creek Lane.

9. I-80/1ST AVENUE INTERCHANGE IMPROVEMENTS PROJECT

a) Consider resolution approving a Preconstruction Agreement No. 2021-6-093 for Primary Road Project with the Iowa Department of Transportation (“IDOT”).

**Note:** This agreement details the roles and responsibilities of the City and IDOT through the remainder of the final design phase and construction phase for the proposed diverging diamond interchange at I-80 and 1st Avenue.

10. HOTEL AND CONFERENCE CENTER

a) Consider resolution approving a Franchise Agreement; Qualified Hotel Management Agreement and other associated Agreements.

**Note:** These agreements are necessary to transition to a new franchise and operator as the current Qualified Management Agreement with Marriott expires in August 2021.

11. BROWN DEER GOLF CLUB

a) Consider resolution approving an Agreement with Sand Save, LLC to operate the restaurant at Brown Deer Golf Club.

**Note:** This is for an agreement to run the lower-level restaurant at the Brown Deer Golf Club from June 21 through December 31, 2021. A multi-year contract could be negotiated this fall.
12. OAK HILL CEMETERY SIGN REPLACEMENT
   a) Consider resolution approving the Oak Hill Cemetery Sign Replacement as completed.

   Note: This is for the replacement and relocation of the Oak Hill cemetery sign. The retainage to be paid in 30-days is $3,242.86.

13. CREEKSIDER CROSS AND FLOW TRAILHEAD
   a) Consider resolution accepting quotes and awarding contract for a shelter for the Creekside Cross and Flow Trailhead.

   Note: This is for the purchase of a 12’ x 18’ single slope shelter with cedar fascia and tongue and groove decking on bottom side of roof and metal roof for the Creekside Cross and Flow Trailhead.

14. ADMINISTRATIVE PAY SCALE
   a) Consider resolution approving an increase in the Administrative Pay Scale, Effective June 28, 2021.

   Note: This increase of 3% on June 28, 2021 is for employees not covered by a union contract and is equivalent to the increase approved recently in union contracts.

15. IOWA RIVER LANDING
   a) Consider resolution approving that certain License Agreement with Monica Berry (D/B/A Cielo).

   Note: This one-year License Agreement is for a retailer in the space next to Anthropologie in the Iowa River Landing.

16. CONSIDER MOTION TO APPROVE CONSENT CALENDAR AS PRESENTED OR AMENDED:
   a) Approve minutes for the May 25, 2021 Coralville City Council Regular Meeting.
   b) Approve Class B Liquor License with Sunday Sales for Radisson Coralville: Eff. 07/01.
   c) Approve Class C Liquor License with Sunday Sales for Cheddar’s Casual Café: Eff. 07/01.
   d) Approve Special Class C Liquor License (Beer/Wine) with Sunday Sales for Brush and Barrel: Eff. 07/01.
   e) Approve Class E Liquor License with Sunday Sales for Casey’s General Store #2779: Eff. 07/01.
   f) Approve payment to Fisher Bros. LLC for complete interior restoration of purple/blue open flume slide at Aquatic Center (#1955-349): $20,205.00.
   g) Approve payment to Mobotrex, Inc. for 6 R/R-ITERIS-UPGRADE with trade-ins (#250568): $11,610.00.
   h) Approve payment to Nutri-Ject Systems, Inc. for biosolids transfer and land application (#7452): $64,830.59.
   i) Approve payment to Veenstra & Kimm, Inc. for Water Well #10 Re-Casing 2021 (#2): $2,552.50.
   j) Approve payment to EOR Iowa for Fen Complex Management Plan (#20-1140-001): $8,990.00.
   k) Approve payment to Brecke Mechanical Contractors for Coralville Marriott Hotel and Conference Center FF&E Invoice to replace section of Aqua-thearm piping (#76989) $7,988.00.
   l) Approve Bill List for June 8, 2021.
17. City Administrator's report.

18. Mayor's report.

19. City Attorney’s report.

20. Committee and Councilmember’s report.

21. Motion to adjourn.

A **Work Session** of the City Council will be held immediately following the council meeting.

1. City Administrator’s time.
This resolution approves the proposal to dispose of 711, 713 and 715 5th Avenue to Randy Devine for $75,000 each. Mr. Devine would have to rehabilitate the existing homes, which would include, but not be limited to: siding and shutter improvements, new exterior and interior doors, new windows, replacement of kitchen and bathroom cabinets, replacement of bathroom fixtures, electric improvements, new appliances, ductwork cleaning and landscaping on the lots.

As part of this Agreement, there will also be a 30-year deed restriction which will require that these homes remain owner-occupied housing and also a maximum selling price to be set at $175,000.00.
Date: 6/3/2021
To: Mayor, City Council, Kelly Hayworth
From: Tony Roetlin
Title: Director of Finance
CC:
Re: General Obligation Bonds for Fieldhouse Project
Hold Hearing

At the last meeting of the Council a hearing was set for this meeting to discuss the financing of the acquisition of the Green State Family Fieldhouse (the “Fieldhouse”). The construction financing of the Fieldhouse was accomplished utilizing a lease structure. This financing will complete the process.

This financing will be repaid through TIF revenues from the Mall & Highway 6 TIF Area – the same revenue source from which the lease was paid.

Please do not hesitate to contact me with any questions or concerns.

Thank you.

Tony Roetlin
Director of Finance
MINUTES TO HOLD HEARING ON
ISSUANCE OF BONDS

626591-216

Coralville, Iowa

June 8, 2021

The City Council of the City of Coralville, Iowa, met on the above captioned date, at 6:30 o’clock p.m. in the City.

The City Council met electronically via ___________________________, which was accessible at the following:

[Insert electronic access information]

The City Council conducted this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: ________________________________________________

Absent: ________________________________________________.

• •Other Business• •

The City Council investigated and found that a notice of intention to institute proceedings to enter into one or more general obligation urban renewal loan agreements had been duly published as provided by law and that this is the time and place at which the City Council shall receive oral or written objections from any resident or property owner of the City. The City Clerk announced that no written objections had been placed on file and that no petition has been filed asking that the question of entering into such loan agreements be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of such loan agreements and the issuance of bonds or notes in evidence of the obligations thereunder. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

Council Member _________________ introduced the resolution next hereinafter set out and moved that the resolution be adopted; 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, as hereinafter set out.
• •Other Business• •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

___________________________________________
Mayor

Attest:

___________________________________________
City Clerk
RESOLUTION NO. __________

Resolution determining to proceed with the entering into one or more general obligation urban renewal loan agreements and taking additional action thereon

WHEREAS, the City of Coralville, in the County of Johnson, State of Iowa (the “City”), has heretofore proposed to enter into one or more loan agreements (the “Loan Agreements”) in the aggregate principal amount of not to exceed $11,000,000, pursuant to the provisions of Sections 384.24A, 384.24(3)(q) and 403.12 of the Code of Iowa for the purpose of paying the cost, to that extent, of the acquisition of a portion of an arena facility consisting of a multipurpose gymnasium and event space known as the “fieldhouse” and related costs related thereto (the “Project”), all of which are located within the City’s Mall and Highway 6 Urban Renewal Area (the “Urban Renewal Area”), and has held a hearing thereon in lieu of calling an election upon such proposal, and no petition has been filed with the City asking that the question of entering into the Loan Agreements be submitted to the registered voters of the City;

WHEREAS, the Project constitutes and “urban renewal project” under Iowa Code chapter 403; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of Coralville, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreements in the future and orders that general obligation bonds or notes be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa with respect to Loan Agreements.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 8, 2021.

__________________________________________
Mayor

Attest:

__________________________________________
City Clerk
STATE OF IOWA
COUNTY OF JOHNSON       SS:
CITY OF CORALVILLE

I, the undersigned, City Clerk of the City of Coralville, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council of the City relating to the City Council’s determination to proceed with entering into loan agreements and the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time in relation thereto.

I do further certify that no appeal has been taken to the District Court of the City Council’s decision to proceed with the issuance of the bonds.

WITNESS MY HAND this _______ day of __________________, 2021.

____________________________________
City Clerk
This is not a new financing. It represents a modification of the State Revolving Fund ("SRF") borrowing for the overhaul of the wastewater treatment plant. That modification is done in such a way that additional stormwater quality projects can be funded without additional cost to the City. This is accomplished through the "Sponsored Projects" program of the DNR and IFA.

The interest cost of the original loan will be lowered, but the overall payments the City makes will remain the same. Therefore, additional principal is produced, allowing for the funding of the stormwater projects without additional cost.

Please do not hesitate to contact me with any questions or concerns.

Thank you.

Tony Roetlin
Director of Finance
The City Council of the City of Coralville, Iowa, met on the above-referenced date, at 6:30 o’clock p.m., at the City Hall in Coralville, Iowa.

[If the City Council is meeting electronically, please complete the following two paragraphs. Otherwise, strike through]

The City Council met electronically via ___________________________, which was accessible at the following:

[Insert electronic access information]

The City Council is conducting this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The meeting was called to order by the Mayor, and the roll was called showing the following members of the City Council present and absent:

Present: ________________________________________________________________

Absent: ________________________________________________________________.

• •Other Business • •

This being the time and place specified for taking action on the proposal to enter into one or more loan agreements to finance the planning, designing and constructing of certain water resource restoration projects and current refunding the Sewer Revenue Bonds, Series 2016G, the City Clerk announced no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

After due consideration and discussion, Council Member ______________________ introduced the following resolution and moved its adoption, seconded by Council Member ______________________. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: ________________________________________________________________

Nays: ________________________________________________________________
Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

• •Other Business • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

__________________________________________
Mayor

Attest:

__________________________________________
City Clerk
RESOLUTION NO. _______

Resolution taking additional action to enter into one or more sewer revenue loan agreements

WHEREAS, the City of Coralville (the “City”), in the County of Johnson, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a resolution (the “Series 2001 Note Resolution”) numbered 2001-82, adopted and approved by the City Council on April 10, 2001, the City authorized the issuance of not to exceed $3,775,000 Sewer Revenue Capital Loan Notes, Series 2001, dated May 1, 2001, which are no longer outstanding; and

WHEREAS, pursuant to a resolution (the “Series 2009 Note Resolution”) numbered 2009-257, adopted and approved by the City Council on December 8, 2009, the City amended and incorporated certain provisions of the Series 2001 Note Resolution and authorized the issuance of $2,035,000 Sewer Revenue Refunding Capital Loan Notes, Series 2009L, dated December 23, 2009, which are no longer outstanding; and

WHEREAS, pursuant to a resolution (the “Series 2010 Bond Resolution”), adopted and approved by the City Council on August 10, 2010, the City incorporated certain provisions of the Series 2009 Note Resolution and authorized the issuance of a $3,411,000 Taxable Sewer Revenue Bond, Series 2010A (Build America Bond-Direct Payment) (the “Series 2010A Bond”) and a Taxable Sewer Revenue Bond, Series 2010B (the “Series 2010B Bond”), and a portion of the Series 2010A Bond and the Series 2010B Bond are outstanding; and

WHEREAS, pursuant to a resolution (the “Series 2012A Bond Resolution”), adopted and approved by the City Council on February 28, 2012, the City incorporated certain provisions of the Series 2009 Note Resolution and authorized the issuance of a $1,935,000 Sewer Revenue Refunding Bond, Series 2012A (the “Series 2012A Bond”), and a portion of the Series 2012A Bond is outstanding; and

WHEREAS, pursuant to a resolution adopted and approved by the City Council on September 25, 2018 (the “Series 2016G Bond Resolution” and, together with the Series 2001 Note Resolution, the Series 2009 Note Resolution, the Series 2010 Bond Resolution and the Series 2012A Bond Resolution, the “Outstanding Bond Resolutions”), the City previously issued its $36,106,000 Sewer Revenue Bonds, Series 2016G, dated October 12, 2018 (the “Series 2016G Bond” and together with the Series 2010A Bond, the Series 2010B Bond and the Series 2012A Bond, the “Outstanding Bonds”) to the Iowa Finance Authority (the “Lender”), a portion of which remains outstanding; and
WHEREAS, pursuant to the Outstanding Bond Resolutions, the City reserved the right to issue additional obligations payable from the Net Revenues of the Utility and ranking on a parity with the Outstanding Bonds; and

WHEREAS, the City will undertake the construction of certain water resource restoration projects (the “Projects”); and

WHEREAS, the City is negotiating financing for the Projects with the Lender to finance the Projects by (1) refinancing the Series 2016G Bond, increasing its principal amount and decreasing the interest rate thereon, or (2) refinancing the Series 2016G Bond by decreasing the interest rate thereon and providing a separate loan for the Projects at a reduced or 0% interest rate; and

WHEREAS, the City now proposes to enter into one or more loan agreements or amendments to existing loan agreements (collectively, the “Agreement”) and to borrow money thereunder in a principal amount not to exceed $39,106,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (1) current refunding the Series 2016G Bond, and (2) constructing the Projects, and has published notice of the proposed action, and has held a hearing thereon;

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

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that sewer revenue bonds or notes be issued in evidence thereof at such time as it is determined to be necessary. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.25 of the Code of Iowa.

Section 2. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 8, 2021.

Mayor

Attest:

City Clerk
I, the undersigned, City Clerk of the City of Coralville, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on the City Council’s intention to enter into one or more sewer revenue loan agreements or amendments thereto.

WITNESS MY HAND this _____ day of June, 2021.

City Clerk
Date: 6/3/2021
To: Mayor, City Council, Kelly Hayworth
From: Tony Roetlin
Title: Director of Finance
CC:
Re: General Obligation Bonds - 2021A & 2021B
Sale and Issuance

These borrowings will be to pay the costs of refinancing several prior bond issues for interest rate savings.

These refunding bonds will be repaid through a combination of the City’s debt service property tax levy, TIF revenues from the 12th Avenue TIF Area, and TIF revenues from the Mall & Highway 6 TIF Area. The refinancing bonds will be repaid from the same revenue source as the bonds that they refinance, but will have lower payments due to lower interest rates available at this time.

The resolutions included in the council packet contain blanks for interest rates and other amounts, as the securities are currently being marketed. It is anticipated that these amounts will be finalized on Monday and submitted to Council for approval on Tuesday evening.

Please do not hesitate to contact me with any questions or concerns.

Thank you.

Tony Roetlin
Director of Finance
The City Council of the City of Coralville, Iowa, met on the above date at 6:30 o’clock p.m. at City Hall, Coralville, Iowa pursuant to prior action of the City Council and to law, for the purpose of taking action in connection with the sale and issuance of General Obligation Refunding Bonds, Series 2021A.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: __________________________________________________________

Absent: ________________________________.

   • • • Other Business • • •

After due consideration and discussion, Council Member ____________________________ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _________________. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: ____________________________________________________________

Nays: ________________________________.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

   • • • Other Business • • •

At the conclusion of the meeting, and upon motion and vote, the Council adjourned.

-1-
DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA
RESOLUTION NO. ______

Resolution authorizing and approving loan agreement, awarding the sale, providing for the issuance of General Obligation Refunding Bonds, Series 2021A, and providing for the levy of taxes to pay the same

WHEREAS, the City of Coralville, 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 established the Mall and Highway 6 Urban Renewal Area (the “Mall & Highway 6 URA”) and the 12th Avenue Urban Renewal Area (the “12th Avenue URA” and, together with the Mall & Highway 6 URA, the “Urban Renewal Areas”) within the City and has adopted urban renewal plans by resolution of the City Council for the Urban Renewal Areas; and

WHEREAS, the City Council has adopted an Ordinance for the division of taxes levied on taxable property in the Urban Renewal Areas which establishes 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 (the “TIF Revenues”) may be irrevocably pledged by the City for the payment of the principal and interest on loans, moneys advanced to, or indebtedness, whether funded, refunded, assumed or otherwise incurred by the City to finance or refinance, in whole or in part an urban renewal project within the Urban Renewal Areas; and

WHEREAS, pursuant to the provisions of Section 384.24A and 384.24(3) of the Code of Iowa, notice duly published and a hearing held thereon on April 13, 2021, to enter into one or more loan agreements in the principal amount not to exceed $20,000,000 for various purposes, including, for the purpose of: (1) refunding all or a portion of the City’s outstanding (a) General Obligation Capital Loan Notes, Series 2014F, the proceeds of which were used to finance and refinance a portion of various capital projects located in the Mall & Highway 6 URA, (b) General Obligation Urban Renewal Bonds, Series 2014H, the proceeds of which were used to finance and refinance a portion of various capital projects located in the Mall & Highway 6 URA, and (c) General Obligation Corporate Purpose Bonds, Series 2015A, the proceeds of which were used to finance a portion of various capital projects located in the Urban Renewal Areas (collectively, the “Refunded Bonds”); and (2) paying related costs of issuance and

WHEREAS, the City, pursuant to the provisions of Section 384.24A of the Code of Iowa, now proposes to enter into one of the aforementioned loan agreements (the “Series 2021A Loan Agreement”) and issue General Obligation Refunding Bonds, Series 2021A (the “Series 2021A Bonds”) in an amount of $___________ to evidence its obligations under the Series 2021A Loan Agreement to (1) refund all or a portion of the Refunded Bonds, and (2) pay costs of issuance related to the Series 2021A Bonds; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of Series 2021A Bonds in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use to market the Series 2021A Bonds; and
WHEREAS, a Bond Purchase Agreement (the “Bond Purchase Agreement”) with respect to the Series 2021A Loan Agreement and the Series 2021A Bonds has previously approved the Bond Purchase Agreement, and on _____________ the Bond Purchase Agreement with D.A. Davidson & Co. (the “Underwriter”) was executed and delivered; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of Coralville, Iowa, as follows:

Section 1. The sale of the Series 2021A Bonds to the Underwriter pursuant to the Bond Purchase Agreement is confirmed. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Series 2021A Loan Agreement in substantially the form as has been presented to the Council. The City shall enter into Series 2021A Loan Agreement with the Underwriter providing for a loan to the City in the principal amount of $_____________, for the purpose or purposes set forth in the preamble hereof.

Section 2. The Series 2021A Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Series 2021A Loan Agreement, in the total aggregate principal amount of $_____________, to be dated their date of delivery, in the denomination of $5,000 each, or any integral multiple thereof, maturing on May 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates, as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate Per Annum</th>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate Per Annum</th>
</tr>
</thead>
</table>

UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2021A Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally redeem part or all of the Series 2021A Bonds prior to maturity on May 1, ____, or on any date thereafter upon terms of par and accrued interest.
[The Series 2021A Bonds maturing on May 1, 20__, are subject to mandatory redemption (by lot, as selected by the Registrar) on May 1, 20__ through May 1, 20__ at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
</table>

*Maturity*

If less than all of the Series 2021A Bonds of any like maturity are to be redeemed, the particular part of the Series 2021A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2021A Bonds may be called in part in one or more units of $5,000. If less than the entire principal amount of any Series 2021A Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2021A Bond, a new Series 2021A Bond or Series 2021A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2021A Bond. Notice of such redemption as aforesaid identifying the Series 2021A Bond or Series 2021A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Series 2021A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Any notice of redemption may contain a statement that redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2021A Bonds so called for redemption and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was provided, such notice of cancellation to be made at least three days prior to the date fixed for redemption.

All of the interest on the Series 2021A Bonds shall be payable semiannually on the first
day of May and November in each year, commencing November 1, 2021. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2021A Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid by electronic means, check or draft mailed to the registered owners at the addresses shown on such registration books or, at the request of the registered owner, by electronic means, or by check or draft mailed to the registered owner to the account provided by the registered owner. Principal of the Series 2021A Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Series 2021A Bond or Series 2021A Bonds at the office of the Paying Agent.

The Series 2021A Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Series 2021A Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2021A Bonds shall cease to be such officer before the delivery of the Series 2021A Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2021A Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Series 2021A Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Series 2021A Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2021A Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. Notwithstanding anything above to the contrary, the Series 2021A Bonds shall be issued initially as Depository Bonds, with one fully registered Series 2021A Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Series 2021A Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Series 2021A Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2021A Bonds with DTC, the City will discontinue the

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book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Series 2021A Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2021A Bonds.

Ownership interest in the Series 2021A Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2021A Bonds as nominees will not receive certificated Series 2021A Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Series 2021A Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Series 2021A Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2021A Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2021A Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2021A Bonds acquired. Transfers of ownership interests in the Series 2021A Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the
Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2021A Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 4. The Series 2021A Bonds shall be in substantially the following form:
(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA COUNTY OF JOHNSON
CITY OF CORALVILLE

GENERAL OBLIGATION REFUNDING BOND, SERIES 2021A

No. _____ $_______

RATE MATURITY DATE BOND DATE CUSIP
_____% May 1, 20___ June __, 2021

The City of Coralville (the “City”), in Johnson County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.

or registered assigns, the principal sum of

DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on May 1 and November 1 of each year, commencing November 1, 2021, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid by electronic means, check or draft mailed to the registered owner at the address shown on such registration books or, at the request of the registered owner, by electronic means, or by check or draft mailed to the registered owner to the account provided by the registered owner. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of Bonds (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of June 1, 2021 (the “Loan Agreement”), entered into by the City for the purposes of refunding all or a portion of the Refunded Bonds (as defined in the hereinafter defined Resolution) and paying costs associated with the issuance of Bonds.
The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 384 of the Code of Iowa, as amended (collectively, the “Act”) and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally redeem part or all of the Bonds, prior to maturity and in any order of maturity on __________, or on any date thereafter upon terms of par and accrued interest.

[IF TERM BONDS] The Bonds maturing on May 1, 20__, are subject to mandatory redemption (by lot, as selected by the Registrar) on May 1, 20__ through May 1, 20__ at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(May 1)</td>
<td></td>
</tr>
</tbody>
</table>

*Maturity

If less than all of the Bonds are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of $5,000. If less than the entire principal amount of any Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Any notice of redemption may contain a statement that redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was provided, such notice of cancellation to be made at least three days prior to the date fixed for redemption.

This Bond is fully negotiable but shall be fully registered as to both principal and interest.

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in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.
IN TESTIMONY WHEREOF, the City of Coralville, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk as of Bond Date.

CITY OF CORALVILLE, IOWA

By ________________ (DO NOT SIGN)__________________________
Mayor

Attest:

______________________________ (DO NOT SIGN)__________________________
City Clerk

Registration Date: ________________ (Registration Date)

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, N.A.,
West Des Moines, Iowa
Registrar

By __________________ (Authorized Signature)__________________________
Authorized Officer
ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

As Custodian for

under Uniform Transfers to Minors Act

(Custodian) (Minor) (State)

Additional abbreviations may also be used though not in the list above.
ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

__________________________________________
(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _______________________________, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: ________________________________

Signature guaranteed: ________________________________

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.
Section 5. The Series 2021A Bonds shall be executed as herein provided as soon after the adoption of this Resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to the Underwriter, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Series 2021A Loan Agreement is hereby ratified and confirmed in all respects.

Section 6. The proceeds of the Series 2021A Bonds shall be used to refund all or a portion of the Refunded Bonds and pay costs associated with the issuance of Series 2021A Bonds. The City shall deposit the net proceeds of the Series 2021A Bonds allocated to such purposes in designated funds to be used for such purposes, or as otherwise set forth in the City’s closing certificate delivered upon the issuance of the Series 2021A Bonds.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Series 2021A Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City in each of the years while the Series 2021A Bonds are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2023, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $____;
For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $______;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $______;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $______;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $______;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $__________.

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $__________.

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of $__________.

For collection in the fiscal year beginning July 1, 2038, sufficient to produce the net annual sum of $__________.

For collection in the fiscal year beginning July 1, 2039, sufficient to produce the net annual sum of $__________.

and

For collection in the fiscal year beginning July 1, 2040, sufficient to produce the net annual sum of $__________.

The City hereby appropriates sufficient money to pay the principal and interest on the Series 2021A Bonds due on November 1, 2021 and May 1, 2022.

Section 8. A certified copy of this Resolution shall be filed with the County Auditor of Johnson County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2021A Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Series 2021A Bonds shall be deposited into such special account and used to pay interest due on the Series 2021A Bonds.
Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Series 2021A Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including TIF Revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Series 2021A Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 (the “Tax Levy”) of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City’s budget. The City Council reserves the right and is hereby authorized to budget and appropriate other funds, including TIF Revenues, to the payments of principal of and interest on the Series 2021A Bonds and reduce the Tax Levy for such fiscal year as herein provided.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

The City hereby pledges a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on Series 2021A Bonds as the same will respectively become due.

Section 10. It is the intention of the City that interest on the Series 2021A Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2021A Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City designates the Series 2021A Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.
On the date of issuance and delivery of the Series 2021A Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule, and the Mayor and the City Clerk are authorized and directed to execute the same. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. The Mayor, the City Clerk and/or the City Treasurer are each authorized and directed to take any and all action as may be necessary to carry out the purposes of this Resolution, and such officers are authorized to execute and deliver any necessary documents, agreements and certificates necessary to carry out the purposes of this Resolution and issuance of the Series 2021A Bonds.

Section 13. The provisions of this resolution shall constitute a contract between the City and the owners of the Series 2021A Bonds as may from time to time be outstanding, and no change, variation or alteration of any kind of the provisions of this resolution shall be made except as provided in Section 14 and Section 15, until such time as all of the Series 2021A Bonds and the interest due there shall have been satisfied and discharged as provided in this resolution.

Section 14. For any one or more of the following purposes, without the consent of or notice to the owners of the Series 2021A Bonds, and at any time or from time to time this resolution may be amended, modified or supplemented by the City:

(a) to cure any ambiguity or formal defect or omission in this resolution;

(b) to grant to or confer for the benefit of the owners of the Series 2021A Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners of the Series 2021A Bonds;

(c) to assign and pledge under this resolution additional revenues, properties or collateral as permitted by law;

(d) to modify, amend or supplement this resolution in such manner as to permit continued compliance with the provisions of the Internal Revenue Code in order to maintain the tax exempt status of the Series 2021A Bonds; and

(e) to make any other change that, in the judgment of the City, does not materially adversely affect the rights of any of the owners of the Series 2021A Bonds.

Section 15. In addition to amendments to this resolution authorized by Section 14 hereof, this resolution may be amended from time to time if such amendment shall have been consented to by the holders of not less than two-thirds in principal amount of the Series 2021A Bonds at any time outstanding, but this resolution may not be so amended without the consent of
the holders of 100% in principal amount of the Series 2021A Bonds at the time outstanding in such manner as to:

(a) Make any change in the maturity or interest rate of the Series 2021A Bonds, or modify the terms of payment of principal of or interest on the Series 2021A Bonds or any of them or impose any conditions with respect to such payments;

(b) Materially affect the rights of the holders of less than all of the Series 2021A Bonds then outstanding; and

(c) Reduce the percentage of the principal amount of the Series 2021A Bonds needed to approve amendments to this resolution.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be mailed or sent by electronic means to each of the owners of the Series 2021A Bonds at the addresses appearing on the registration books of the City held by the Bond Registrar. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

If the owners of not less than two-thirds in aggregate principal amount of the Series 2021A Bonds outstanding at the time of the adoption of such amendatory resolution have consented to and approved the adoption thereof as herein provided, no owner of any Bonds shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of not less than two-thirds in aggregate principal amount of the Series 2021A Bonds outstanding as in this section defined, shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 16. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
Passed and approved June 8, 2021.

Mayor

Attest:

City Clerk
STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF CORALVILLE

I, the undersigned, City Clerk of the City of Coralville, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing and approving a certain Series 2021A Loan Agreement, awarding the sale, providing for the issuance of General Obligation Refunding Bonds, Series 2021A, of the City evidencing the City’s obligation under the Series 2021A Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Series 2021A Loan Agreement, to issue the Series 2021A Bonds or to levy taxes to pay the principal of and interest on the Series 2021A Bonds.

WITNESS MY HAND and this 11th day of June, 2021.

______________________________
City Clerk
I, the undersigned, County Auditor of Johnson County, in the State of Iowa, do hereby certify that on the _______ day of June, 2021, the City Clerk of the City of Coralville filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on June 8, 2021, entitled: “Resolution authorizing and approving a loan agreement, awarding the sale, providing for the issuance of General Obligation Refunding Bonds, Series 2021A, and providing for the levy of taxes to pay the same,” and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2022, and subsequent years as provided in the resolution.

WITNESS MY HAND this _______ day of June, 2021.

-------------------------------------------
County Auditor
The City Council of the City of Coralville, Iowa, met on the above date at 6:30 o’clock p.m. at City Hall, Coralville, Iowa pursuant to prior action of the City Council and to law, for the purpose of taking action in connection with the sale and issuance of Taxable General Obligation Refunding Bonds, Series 2021B.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: 

Absent: 

• • • Other Business • • •

After due consideration and discussion, Council Member _______ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _______. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: 

Nays: 

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • Other Business • • •

At the conclusion of the meeting, and upon motion and vote, the Council adjourned.
RESOLUTION NO. ______

Resolution authorizing and approving loan agreement awarding the sale, providing for the issuance of Taxable General Obligation Refunding Bonds, Series 2021B, and providing for the levy of taxes to pay the same

WHEREAS, the City of Coralville, 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 established the Mall and Highway 6 Urban Renewal Area and the 12th Avenue Urban Renewal Area (collectively, the “Urban Renewal Areas”) within the City and has adopted urban renewal plans by resolution of the City Council for the Urban Renewal Areas; and

WHEREAS, the City Council has adopted an Ordinance for the division of taxes levied on taxable property in the Urban Renewal Areas which establishes 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 (the “TIF Revenues”) may be irrevocably pledged by the City for the payment of the principal and interest on loans, moneys advanced to, or indebtedness, whether funded, refunded, assumed or otherwise incurred by the City to finance or refinance, in whole or in part an urban renewal project within the Urban Renewal Areas; and

WHEREAS, pursuant to the provisions of Section 384.24A and 384.24(3) of the Code of Iowa, notice duly published and a hearing held thereon on April 13, 2021, to enter into one or more loan agreements in the principal amount not to exceed $20,000,000 for various purposes, including, for the purpose of: (1) refunding all or a portion of the City’s Taxable General Obligation Corporate Purpose Bonds, Series 2015B, the proceeds of which were used to finance a portion of various capital projects located in the Urban Renewal Areas (the “Refunded Bonds”); and (2) paying related costs of issuance; and

WHEREAS, the City, pursuant to the provisions of Section 384.24A of the Code of Iowa, now proposes to enter into one of the aforementioned loan agreements (the “Series 2021B Loan Agreement”) and issue Taxable General Obligation Refunding Bonds, Series 2021B (the “Series 2021B Bonds”) in an amount of $_________ to evidence its obligations under the Series 2021B Loan Agreement to (1) refund all or a portion of the Refunded Bonds and (2) pay costs of issuance related to the Series 2021B Bonds; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of Series 2021B Bonds in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use to market the Series 2021B Bonds; and

WHEREAS, a Bond Purchase Agreement (the “Bond Purchase Agreement”) with respect to the Series 2021B Loan Agreement and the Series 2021B Bonds has previously approved the Bond Purchase Agreement, and on ____________ the Bond Purchase Agreement with D.A. Davidson & Co. (the “Underwriter”) was executed and delivered; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of Coralville, Iowa, as follows:
Section 1. The sale of the Series 2021B Bonds to the Underwriter pursuant to the Bond Purchase Agreement is confirmed. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Series 2021B Loan Agreement in substantially the form as has been presented to the Council. The City shall enter into Series 2021B Loan Agreement with the Underwriter providing for a loan to the City in the principal amount of $_________, for the purpose or purposes set forth in the preamble hereof.

Section 2. The Series 2021B Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Series 2021B Loan Agreement, in the total aggregate principal amount of $_________, to be dated their date of delivery, in the denomination of $5,000 each, or any integral multiple thereof, maturing on May 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates, as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate Per Annum</th>
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<tr>
<td></td>
<td></td>
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</tbody>
</table>

UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2021B Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally redeem part or all of the Series 2021B Bonds prior to maturity on May 1, _______, or on any date thereafter upon terms of par and accrued interest.

[TERM BONDS INSERT]

If less than all of the Series 2021B Bonds of any like maturity are to be redeemed, the particular part of the Series 2021B Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2021B Bonds may be called in part in one or more units of $5,000. If less than the entire principal amount of any Series 2021B Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2021B Bond, a new Series 2021B Bond or Series 2021B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2021B Bond. Notice of such redemption as aforesaid identifying the Series 2021B Bond or Series 2021B Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Series 2021B Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.
Any notice of redemption may contain a statement that redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2021B Bonds so called for redemption and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was provided, such notice of cancellation to be made at least three days prior to the date fixed for redemption.

All of the interest on the Series 2021B Bonds shall be payable semiannually on the first day of May and November in each year, commencing November 1, 2021. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2021B Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid by electronic means, check or draft mailed to the registered owners at the addresses shown on such registration books or, at the request of the registered owner, by electronic means, or by check or draft mailed to the registered owner to the account provided by the registered owner. Principal of the Series 2021B Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Series 2021B Bond or Series 2021B Bonds at the office of the Paying Agent.

The Series 2021B Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Series 2021B Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2021B Bonds shall cease to be such officer before the delivery of the Series 2021B Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2021B Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Series 2021B Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Series 2021B Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2021B Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. Notwithstanding anything above to the contrary, the Series 2021B Bonds shall be issued initially as Depository Bonds, with one fully registered Series 2021B Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Series 2021B Bonds shall be deposited...
with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Series 2021B Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2021B Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Series 2021B Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2021B Bonds.

Ownership interest in the Series 2021B Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2021B Bonds as nominees will not receive certificated Series 2021B Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Series 2021B Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Series 2021B Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2021B Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2021B Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2021B

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626591/00214/4822-0467-2484/3
Bonds acquired. Transfers of ownership interests in the Series 2021B Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2021B Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 4. The Series 2021B Bonds shall be in substantially the following form:
(Form of Bond)

UNITED STATES OF AMERICA  
STATE OF IOWA   
COUNTY OF JOHNSON  
CITY OF CORALVILLE

TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2021B

No. ______   

$________

RATE   MATURITY DATE   BOND DATE   CUSIP

_____%   May 1, 20__   June __, 2021

The City of Coralville (the “City”), in Johnson County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.

or registered assigns, the principal sum of

DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on May 1 and November 1 of each year, commencing November 1, 2021, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid by electronic means, check or draft mailed to the registered owner at the address shown on such registration books or, at the request of the registered owner, by electronic means, or by check or draft mailed to the registered owner to the account provided by the registered owner. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of Bonds (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of June 1, 2021 (the “Loan Agreement”), entered into by the City for the purposes of (1) refunding all or a portion of the Refunded Bonds (as defined in the hereinafter defined Resolution), and (2) paying costs associated with the issuance of Bonds.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 384 of the Code of Iowa, as amended (collectively, the “Act”) and all other laws amendatory
thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally redeem part or all of the Bonds, prior to maturity and in any order of maturity on May 1, ____, or on any date thereafter upon terms of par and accrued interest.

[IF TERM BONDS] The Bonds maturing on May 1, 20__, are subject to mandatory redemption (by lot, as selected by the Registrar) on May 1, 20__ through May 1, 20__ at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
</table>

*Maturity

If less than all of the Bonds are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of $5,000. If less than the entire principal amount of any Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Any notice of redemption may contain a statement that redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was provided, such notice of cancellation to be made at least three days prior to the date fixed for redemption.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly
authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Coralville, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk as of Bond Date.

CITY OF CORALVILLE, IOWA

By (DO NOT SIGN) __________________________
Mayor

Attest:

(DO NOT SIGN) __________________________
City Clerk

Registration Date:  (Registration Date)

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, N.A.,
West Des Moines, Iowa
Registrar

By (Authorized Signature) __________________________
Authorized Officer
ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UTMA - (Custodian)
- As Custodian for (Minor) under Uniform Transfers to Minors Act (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

________________________________________
(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____________________________. Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: ____________________________

Signature guaranteed:

________________________________________

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.
Section 5. The Series 2021B Bonds shall be executed as herein provided as soon after the adoption of this Resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to the Underwriter, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Series 2021B Loan Agreement is hereby ratified and confirmed in all respects.

Section 6. The proceeds of the Series 2021B Bonds shall be used to (1) refund all or a portion of the Refunded Bonds and (2) pay costs associated with the issuance of the Series 2021B Bonds. The City shall deposit the net proceeds of the Series 2021B Bonds allocated to such purposes in designated funds to be used for such purposes, or as otherwise set forth in the City’s closing certificate delivered upon the issuance of the Series 2021B Bonds.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Series 2021B Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City in each of the years while the Series 2021B Bonds are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years: REVISE

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2023, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $____;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $____; and

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $____.
The City hereby appropriates sufficient money to pay the principal and interest on the Series 2021A Bonds due on November 1, 2021 and May 1, 2022.

Section 8. A certified copy of this Resolution shall be filed with the County Auditor of Johnson County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2021B Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Series 2021B Bonds shall be deposited into such special account and used to pay interest due on the Series 2021B Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Series 2021B Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including TIF Revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Series 2021B Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 (the “Tax Levy”) of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City’s budget. The City Council reserves the right and is hereby authorized to budget and appropriate other funds, including TIF Revenues, to the payments of principal of and interest on the Series 2021B Bonds and reduce the Tax Levy for such fiscal year as herein provided.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

The City hereby pledges a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on Series 2021B Bonds as the same will respectively become due.

Section 10. Reserved.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Series 2021B Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to
comply with the Rule, and the Mayor and the City Clerk are authorized and directed to execute the same. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. The Mayor, the City Clerk and/or the City Treasurer are each authorized and directed to take any and all action as may be necessary to carry out the purposes of this Resolution, and such officers are authorized to execute and deliver any necessary documents, agreements and certificates necessary to carry out the purposes of this Resolution and issuance of the Series 2021B Bonds.

Section 13. The provisions of this resolution shall constitute a contract between the City and the owners of the Series 2021B Bonds as may from time to time be outstanding, and no change, variation or alteration of any kind of the provisions of this resolution shall be made except as provided in Section 14 and Section 15, until such time as all of the Series 2021B Bonds and the interest due there shall have been satisfied and discharged as provided in this resolution.

Section 14. For any one or more of the following purposes, without the consent of or notice to the owners of the Series 2021B Bonds, and at any time or from time to time this resolution may be amended, modified or supplemented by the City:

(a) to cure any ambiguity or formal defect or omission in this resolution;

(b) to grant to or confer for the benefit of the owners of the Series 2021B Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners of the Series 2021B Bonds;

(c) to assign and pledge under this resolution additional revenues, properties or collateral as permitted by law; and

(d) to make any other change that, in the judgment of the City, does not materially adversely affect the rights of any of the owners of the Series 2021B Bonds.

Section 15. In addition to amendments to this resolution authorized by Section 14 hereof, this resolution may be amended from time to time if such amendment shall have been consented to by the holders of not less than two-thirds in principal amount of the Series 2021B Bonds at any time outstanding, but this resolution may not be so amended without the consent of the holders of 100% in principal amount of the Series 2021B Bonds at the time outstanding in such manner as to:

(a) Make any change in the maturity or interest rate of the Series 2021B Bonds, or modify the terms of payment of principal of or interest on the Series 2021B Bonds or any of them or impose any conditions with respect to such payments;

(b) Materially affect the rights of the holders of less than all of the Series 2021B Bonds then outstanding; and
(c) Reduce the percentage of the principal amount of the Series 2021B Bonds needed to approve amendments to this resolution.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be mailed or sent by electronic means to each of the owners of the Series 2021B Bonds at the addresses appearing on the registration books of the City held by the Bond Registrar. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

If the owners of not less than two-thirds in aggregate principal amount of the Series 2021B Bonds outstanding at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Bonds shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of not less than two-thirds in aggregate principal amount of the Series 2021B Bonds outstanding as in this section defined, shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 16. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 8, 2021.

Mayor

Attest:

City Clerk
STATE OF IOWA
COUNTY OF JOHNSON          SS:
CITY OF CORALVILLE

I, the undersigned, City Clerk of the City of Coralville, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing and approving a certain Series 2021B Loan Agreement, awarding the sale, providing for the issuance of Taxable General Obligation Refunding Bonds, Series 2021B, of the City evidencing the City’s obligation under the Series 2021B Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Series 2021B Loan Agreement, to issue the Series 2021B Bonds or to levy taxes to pay the principal of and interest on the Series 2021B Bonds.

WITNESS MY HAND and this 8th day of June, 2021.

______________________________________
City Clerk
STATE OF IOWA

COUNTY OF JOHNSON

I, the undersigned, County Auditor of Johnson County, in the State of Iowa, do hereby certify that on the ________ day of June, 2021, the City Clerk of the City of Coralville filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on June 8, 2021, entitled: “Resolution authorizing and approving a loan agreement, awarding the sale, providing for the issuance of Taxable General Obligation Refunding Bonds, Series 2021B, and providing for the levy of taxes to pay the same,” and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2022, and subsequent years as provided in the resolution.

WITNESS MY HAND this ______ day of June, 2021.

___________________________________
County Auditor
Date: 6/3/2021
To: Mayor, City Council, Kelly Hayworth
From: Tony Roetlin
Title: Director of Finance
CC:
Re: Stormwater Green Infrastructure Improvements
State Revolving Fund
(Proceedings to finalize the financing)

The proceedings included here are to finalize the financing and to take additional action.

The estimated financing amount is not to exceed $1,000,000. This financing is for the design and construction of the green stormwater infrastructure items included in the East 2nd Avenue street project.

The City is funding design and construction of the project using the Clean Water State Revolving Fund (SRF) loan program, which facilitates both the temporary and permanent financing of the plant improvements. In addition, a portion of the principal will be forgiven at the closing of this financing through a DNR grant program.

The entirety of this financing will be repaid through the net revenues of the Stormwater Enterprise fund, including a transfer in from the Mall & Highway 6 TIF Fund.

Please do not hesitate to contact me with any questions or concerns.

Thank you.

Tony Roetlin
Director of Finance
The City Council of the City of Coralville, Iowa, met on the above-referenced date, at 6:30 o’clock p.m., at the City Hall in Coralville, Iowa.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting was provided electronically via Zoom, which was accessible at the following:

[Insert electronic access information]

Electronic access information was included in the posted agenda of this public meeting.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: __________________________

Absent: __________________________.

• •Other Business • •

The City Council took up for consideration a resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of Taxable Storm Water Revenue Bonds.

After due consideration and discussion, Council Member introduced the following resolution and moved its adoption, seconded by Council Member . The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: __________________________

Nays: __________________________.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.
RESOLUTION NO. ____

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of Taxable Storm Water Revenue Bonds, Series 2021D

WHEREAS, the City of Coralville (the “City”), in the County of Johnson, State of Iowa, did heretofore establish a Storm Water Management Utility System (the “Utility”) in and for the City; and

WHEREAS, the management and control of the Utility are vested in the City Council and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the “Outstanding Bond Resolution”), the City has heretofore issued its $1,751,000 Storm Water Revenue Bond, Series 2014, dated May 23, 2014 (the “Outstanding Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to the Outstanding Bond Resolution, the City reserved the right to issue additional obligations payable from the Net Revenues (as defined herein) of the Utility and ranking on a parity with the Outstanding Bond under the terms and conditions set forth in the Outstanding Bond Resolution; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain loan and disbursement agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed $1,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of constructing storm water drainage improvements (the “Project”) as part of the City’s East Second Avenue green storm water infrastructure improvement project, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on May 26, 2020; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”) and to issue Taxable Storm Water Revenue Bonds, Series 2021D (the “Bonds”) in evidence thereof in a principal amount not to exceed $1,000,000 to pay the costs of the Project;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Coralville, Iowa, as follows:

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the “Loan”) to the City in an amount not to exceed $1,000,000, for the purpose as set forth in the preamble hereof. The final principal amount of the Bonds, principal and interest payment dates, payment amounts and interest rate will be set forth in the Bonds.

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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

4849-1935-3581/2
The Mayor and City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved. The Mayor and City Clerk are hereby authorized and directed all other necessary documents to carry out the purposes of this resolution.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of not to exceed $1,000,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of $1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of not to exceed $1,000,000 and numbered R-1. The City is authorized to issue multiple bonds if requested by the Lender so long as such aggregate amount does not exceed $1,000,000.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.
The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with the Outstanding Bond and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as “Parity Obligations”), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the “Loan Proceeds”), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:
(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF JOHNSON
CITY OF CORALVILLE

TAXABLE STORM WATER REVENUE BOND, SERIES 2021D

No. R-1

$____________

RATE  MATURITY DATE  BOND DATE
1.75%  June 1, 20___  June 25, 2021

The City of Coralville (the “City”), in County of Johnson, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

[_____] DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2021, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 20___, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 20___. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.
This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of constructing storm water drainage improvements (the “Project”) as part of the City’s East Second Avenue green storm water infrastructure improvement project.

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s outstanding Storm Water Revenue Bond, Series 2014, dated May 23, 2014; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.
And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Coralville, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF CORALVILLE, IOWA

By (Do Not Sign) ______________________
Mayor

Attest:

(Do Not Sign) ______________________
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
COUNTY OF JOHNSON SS: CITY TREASURER’S CERTIFICATE
CITY OF CORALVILLE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign) ______________________
City Treasurer
ABBRVATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UTMA (Custodian)
As Custodian for (Minor)
under Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

________________________________________________ (Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint __________________________, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: ______________________________

Signature guaranteed:

______________________________
______________________________
______________________________

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.
### EXHIBIT A

**PRINCIPAL PAYMENT SCHEDULE**

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Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The City will keep a detailed, segregated accounting of the expenditure of the Loan Proceeds.

Section 6. So long as the Bonds, the Outstanding Bond or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the “Gross Revenues”) at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the “Operating Expenses”) and to leave a balance of net revenues (herein referred to as the “Net Revenues”) equal to at least 110% of the principal of and interest on all of the Bonds, the Outstanding Bond and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolution shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bond. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bond. The provisions of the Outstanding Bond Resolution and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City’s Storm Water Revenue Fund (“Storm Water Revenue Fund”) created under the Outstanding Bond Resolution. The Storm Water Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent provided in this resolution and the Outstanding Bond Resolution, be used to pay the principal of and interest on the Bonds, the Outstanding Bond and any Parity Obligations, and to create and maintain the several separate funds hereinafter described.

Section 9. The provisions in and by the Outstanding Bond Resolution, whereby there has been created and is to be maintained a Storm Water Revenue Bond Sinking Fund (herein referred to as the “Sinking Fund”), and for the payment into said fund from the Net Revenues of
the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bond, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the interest on and principal of the Bonds hereby authorized as may be outstanding from time to time; provided, however that the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolution, and paid into the Sinking Fund in any month following the date of issuance and delivery of the Bonds, for the payment of principal of and interest on the Bonds, shall be an amount which, when added to like amounts to be deposited therein during the succeeding months prior to a semiannual or annual installment payment date on the Bonds, will be sufficient to pay 100% of the installment of principal and interest coming due on such semiannual or annual payment date, as the case may be.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bond and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bond and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 10. The provisions in and by the Outstanding Bond Resolution whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bond and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolution and this resolution, any balance in the Surplus Fund may be expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.
Section 11. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Storm Water Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bond and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bond and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Bonds, the Outstanding Bond and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 13. Upon a breach or default of a term of the Bonds, the Outstanding Bond or any Parity Obligations, the Outstanding Bond Resolution and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 14. The Bonds, the Outstanding Bond or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bond or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bond or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing additional Parity Obligations.

Section 15. The City agrees that so long as the Bonds, the Outstanding Bond or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bond and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or
municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bond or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 16. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and any Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or any Parity Obligations until all of the Bonds, the Outstanding Bond and any Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and any Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bond or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

(a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.

(b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.

(c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.

(d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.

(e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.

(f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender
and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 16. As set forth in the Agreement, upon completion of the Project and receipt by the Lender of a certificate of completion from the City, a portion of the Loan shall be forgiven by the Lender, provided, however, that any accrued interest due on such portion up to, but not including, the date of such forgiveness shall be paid as otherwise required by this resolution and the Agreement.

Section 17. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 18. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.
Section 19. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 8, 2021.

Mayor

Attest:

City Clerk

• •Other Business • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk
STATE OF IOWA  
COUNTY OF JOHNSON  
CITY OF CORALVILLE  

I, the undersigned, City Clerk of the City of Coralville, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Storm Water Revenue Loan and Disbursement Agreement (the “Agreement”) and the issuance of Taxable Storm Water Revenue Bonds, Series 2021D (the “Bonds”) of said City evidencing the City’s obligation under such Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this ____ day of ____________________, 2021.

______________________________
City Clerk
STATE OF IOWA  
COUNTY OF JOHNSON  
CITY OF CORALVILLE  

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that I have complete access and control of all of the corporate records of the City, and that based upon my examination of such records, I have determined that the City did heretofore establish a Storm Water Management Utility System (the “Utility”), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City’s outstanding Storm Water Revenue Bond, Series 2014, dated May 23, 2014; and the current issue of Taxable Storm Water Revenue Bonds, Series 2021D.

WITNESS MY HAND this ___ day of ________________, 2021.

____________________________________
City Clerk
Date: 6/2/2021  
To: Mayor & City Council  
From: Eric Fisher  
Title: Streets & Solid Waste Superintendent  
CC: City Administrator Kelly Hayworth, City Clerk Thor Johnson  
Re: Muddy Creek Lane Patching & Subdrain – Bid Report and Recommendation to Award

The following bids for Muddy Creek Patching & Subdrain 2021 were received on June 1, 2021:

   All American Concrete: Base bid: $118,741.00; Bid Alternate (Flowable Mortar): $2,025.00
   Boomerang Corp.: Base bid: $194,796.00; Bid Alternate (Flowable Mortar): $2,250.00

The Engineer’s Estimate for the Base Bid was $143,810.00 and the estimate for the Bid Alternate (Flowable Mortar) was $3,750.00.

I recommend award of the contract to All American Concrete, Inc., in the amount of $120,766.00 (base bid + bid alternate).
FORM OF PROPOSAL
MUDDY CREEK LANE PATCHING & SUBDRAIN 2021
Full depth PCC patching, subdrain tile and cutoff walls on Muddy Creek Lane

Name of Bidder: All American Concrete Inc.
Address of Bidder: 1489 Hwy 6, West Liberty, IA 52776

To: City Clerk
1512 7th Street
Coralville, IA 52241

The undersigned bidder submits herewith bid security amounting to five percent (5%) of the total amount of the bid which shall become the property of the City of Coralville should the undersigned fail or refuse to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having been familiarized with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described in the specifications, and addenda _____, _____, _____, within the time and for the sum or sums stated hereinafter on the attached proposal schedule, which proposal schedule is hereby made a part of this Proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of the proposal and the specifications prepared by CITY OF CORALVILLE, that the provisions of the latter shall prevail.

Submitted By: [Signature]
Title: Vice President
Date: 6-1-21

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

SCOTT E. LARSON
License Number: 14843
My license renewal date is December 31, 2022
Pages or sheets covered by this seal:
Pages 1 & 2
### FORM OF PROPOSAL (cont.)
**MUDDY CREEK LANE PATCHING & SUBDRAIN 2021**

<table>
<thead>
<tr>
<th>No.</th>
<th>SUDAS Item Code</th>
<th>Item Code</th>
<th>Item</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
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**BASE BID TOTAL:** $118,741

**Bid Alternate**

| 15 | Flowable Mortar, Fill Voids Under PCC Pavement Not Removed | CY | 15 | $135 | $2025 |

**Notes:**

A. Work shall conform to the current Iowa SUDAS Standard Specifications as modified.

B. Temporary traffic control shall conform to MUTCD 2009 guidelines.

C. City does not have a disposal site available for excavated or other waste material.

D. **Sealed Proposals are due by 2:00 PM, June 1, 2021, to the City Clerk, Coralville City Hall, 1512 7th St.**

E. Contract award will be considered at the June 8, 2021, City Council Meeting.

F. Work shall not start before June 15, 2021.

G. Work shall be completed August 5, 2021.

H. Cutoff Wall: Payment will be per LF, unit price includes, but not limited to, furnishing and installing; 6" tile, filter fabric, 1.5" ballast, excavation, tile connections. See Cutoff Wall detail sheet D.01.

I. Flowable Mortar: Payment will be per CY, unit price includes, but not limited to, furnishing and installing; flowable mortar to fill voids under undisturbed pavement.

J. Minimum Subbase Over-Excavation will be 6" of Modified Subbase, additional depth may be required pending soil conditions.

K. Questions can be directed to Streets Superintendent Eric Fisher, efisher@coralville.org, 319-248-1740.
RESOLUTION NO. 2021-______

RESOLUTION ACCEPTING BIDS AND AWARDING THE CONSTRUCTION CONTRACT FOR THE MUDDY CREEK PATCHING AND SUBDRAIN 2021.

WHEREAS, the City Council of the City of Coralville, Iowa, has heretofore deemed it necessary and desirable to do full depth PCC patching and subdrain from 2332 Muddy Creek Lane (Wickham Circle) to 2426 Muddy Creek Lane, the project having been referred to as the “Muddy Creek Lane Patching & Subdrain 2021”, hereinafter the “Project”;

WHEREAS, the bids for the aforementioned project were received, opened and tabulated on June 1, 2021 as per published notice; and

WHEREAS, the bid from All American Concrete, Inc. with a base bid of $143,810.00 and Bid Alternate (Flowable Mortar) of $3,750.00 was the lowest, most responsive, responsible bid; and

WHEREAS, the City Engineer and Streets & Solid Waste Superintendent have heretofore reviewed the bids and recommended that the City Council approve and accept the aforementioned bid for said Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the bid from All American Concrete, Inc. with a base bid of $143,810.00 and Bid Alternate (Flowable Mortar) of $3,750.00 is hereby accepted. Further, the Construction Contract is therefore awarded to All American Concrete, Inc. for the aforementioned bid amount.

* * * * * *

Passed and approved this 8th day June, 2021.

_____________________________
John A. Lundell, Mayor

ATTEST:

_____________________________
Thorsten J. Johnson, City Clerk
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING THE CONTRACT AND BOND DOCUMENTS FOR THE MUDDY CREEK LANE PATCHING AND SUBDRAIN 2021.

WHEREAS, the City Council of the City of Coralville did heretofore receive the bids for the “Muddy Creek Lane Patching and Subdrain 2021” (the “Project”); and

WHEREAS, the bid from All American Concrete, Inc. with a base bid of $143,810.00 and Bid Alternate (Flowable Mortar) of $3,750.00 was the lowest, most responsive, responsible bid submitted for the project; and

WHEREAS, accordingly, the City Council did heretofore award the contract for the Project to All American Concrete, Inc. with a base bid of $143,810.00 and Bid Alternate (Flowable Mortar) of $3,750.00; and

WHEREAS, the City Council, did thereafter, by Resolution on even date, accept the Bids and award the Contract to said successful bidder, subject only to the final approval of the contract and bond documents; and

WHEREAS, the City Attorney has reviewed the Contract and Bond Documents, including, without limitation, the Contractor's Performance Bond and Certificate of Insurance for the project; and

WHEREAS, the City Attorney has recommended approval of said Contract and Bond Documents; and

WHEREAS, it would be in the best interest of the City of Coralville to enter into the aforementioned contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the Contract and Bond Documents for the aforementioned project be and the same are approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute said contract documents on behalf of the City of Coralville.

* * * * * * *

Passed and approved this 8th day of June, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

_______________________________
Thorsten J. Johnson, City Clerk
Date: 6/3/2021
To: Mayor & City Council Members
From: Scott Larson, P.E.
Title: City Engineer
CC: City Administrator Kelly Hayworth, City Clerk Thor Johnson
Re: I-80 & 1st Avenue Interchange – IDOT Agreement

This agreement is between the Iowa Department of Transportation (IDOT) and the City of Coralville to establish the roles and responsibilities of each party through the remainder of the final design phase and the construction phase for the proposed diverging diamond interchange at Interstate 80 and First Avenue. The City has transferred the BUILD Grant Award in the amount of $20,525,359 to IDOT and IDOT will manage final design and construction administration.
IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project

County
Johnson
City
Coralville
Project No.
IM-080-6(253)242--13-52
Iowa DOT
Agreement No.
2021-6-093
Staff Action No.

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

The DOT proposes to establish or make improvements to Interstate 80 within Johnson County, Iowa; and

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

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2013-16-044 for preliminary design was executed by the DOT and LPA on April 11, 2013, and March 26, 2013 respectively; and

Since 2004, the LPA has spent over $2,142,000 in local funds to advance this project. The funds were spent on Interchange Justification Reports, NEPA documentation, preliminary design efforts, and BUILD Grant Applications; and

The LPA was successful in receiving a BUILD Grant Award on September 15, 2020, in the amount of $20,525,359.00; The Office of the Secretary of Transportation approved the transfer of the BUILD Grant Award from the LPA to the DOT on November 16, 2020; and

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

Therefore, it is agreed as follows:

1. Project Information

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

   Interstate 80 and 1st Avenue interchange improvements proposed in the Categorical Exclusion (CE) with March 24, 2011, Federal Highway Administration (FHWA) concurrence, and in the FHWA approved Interchange Justification Report, and in the application for federal BUILD grant awarded September 15, 2020.

b. As part of the project, the LPA has requested city street improvements, including storm sewer, pavement, curb and gutter, traffic signals, street lighting, a pedestrian and bicycle route (trail), pedestrian and bicycle bridge, pedestrian and bicycle culverts, sidewalk, and landscaping be included in the project. The scope of these improvements is documented in the BUILD grant application for the project. The BUILD award funding is considered the LPA’s full contribution for the items documented in the BUILD application (See Exhibit C for BUILD application and Exhibit B for costs).
The LPA will continue to be an active participant with the DOT through the final design to ensure aesthetic and functional design goals are met.

c. In accordance with 761 Iowa Administrative Code Chapter 150.2(1)c, the LPA will reimburse the DOT through the contribution provided by the BUILD Grant Award.

d. All storm sewers located outside the access control limits constructed by the DOT as part of the project will become the property of the LPA, which will be responsible for their maintenance and operations. The LPA will not make any connections to said storm sewers without the prior written approval of the DOT. The LPA will prevent use of such storm sewers as a sanitary sewer.

e. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

i. 1st Avenue will be fully reconstructed from approximately 400 ft. north of 9th St to 400 ft. north of the existing WB ramp intersection. A variable width paved roadway with curb, turn lanes, and raised medians will be constructed. A raised center median will extend from approximately 200 feet north of 9th St to where 1st Avenue reconstruction begins. A shared use path will be constructed from the northeast corner of 1st Avenue and E. 9th Street, through the interchange, to approximately 600 feet north of the existing WB ramp intersection. Future maintenance shall be in accordance with 761 Iowa Administrative Code Chapter 150.3(2).

ii. A city street, Iowa River Landing Place, will be extended approximately 350 ft. west to connect with 1st Avenue across from a new Magellan driveway. At grade signal-controlled access to 1st Ave. will be provided. The new road will be constructed with a variable-width paved surface with three 12-foot wide through lanes, one dedicated right turn lane, a raised median, and curb section.

iii. A private driveway on the west side of 1st Ave., directly across from the new connection of Iowa River Landing Place, will be constructed as part of this project. This driveway will be located within the Access Control Limits as an exception to those limits.

iv. Detention basins will be constructed as part of the project. The LPA will assume ownership and maintenance responsibilities through an easement or right-of-way transfer to be completed prior to completion of construction.

2. Project Costs

a. The LPA shall reimburse the DOT for its share of the project costs estimated at $20,525,359, as shown in Exhibit B. The LPA has provided this reimbursement by transferring the award and administration of a Federal BUILD grant for this project to the DOT.

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

c. Items eligible for funding under this agreement include those included in the scope of the BUILD grant application, prepared by the LPA. Project costs outside the scope of the BUILD application shall be negotiated between the LPA and DOT as part of a separate amendment or agreement.

3. Traffic Control

a. Interstate 80 through-traffic will be maintained during the construction.
b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction..

c.

4. Right of Way and Permits

a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.

b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy. The LPA will reimburse the DOT through the contribution provided by the BUILD Grant Award.

d. With the exception of service connections, no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

e. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such other LPA-owned lands. The LPA has apprised itself of the value of these lands, and as a portion of their participation in the project, voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.

f. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.

g. Access rights may be acquired by the DOT along all public road intersections within the project limits. Access rights, if acquired, will be in the name of the State of Iowa. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112 and the DOT Access
Management Policy. If access rights are required, the LPA shall not permit any third party to use the controlled portion of the side road without the prior written consent from the DOT. If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition the DOT District 6 Engineer to do so.

h. The DOT agrees to grant the LPA Permanent Easements (or Right-Of-Way?) over the areas to be detention basins in the southwest and southeast quadrants of the interchange, under terms and conditions which will be mutually agreeable to both the LPA and the DOT. The parties agree that the terms and conditions will include provisions that the LPA shall assume all future maintenance and liability for the basins and surrounding easement areas and the LPA will defend, indemnify and hold the DOT harmless in the event of damage, destruction, flooding, or injury associated with the basins or surrounding drainage areas.

5. Construction & Maintenance

a. Upon completion of the project, no changes in the physical features thereof, within the Access Control Limits, will be undertaken or permitted without the prior written approval of the DOT.

b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

c. New traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The DOT shall construct traffic signal installations all at no cost to the LPA. The LPA shall accept ownership of and responsibility for future energy and maintenance costs of those traffic signal units which lie within the corporate boundaries.

d. New lighting for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150, with the following clarifications:

   i. Lighting at the interchange ramp tapers shall be installed by the DOT. The DOT will accept ownership of and responsibility for future energy and maintenance costs for this lighting.

   ii. Lighting located at ramp terminal intersections shall be installed by the DOT. The DOT will accept ownership of and costs for future energy and maintenance not requiring replacement of any parts. The LPA shall be responsible for stocking parts and all maintenance responsibilities and costs requiring replacement of any parts.

   iii. All other project lighting including city street lighting will be installed by the DOT. The BUILD award grant transfer will be considered reimbursement from the LPA to the DOT for the cost of installing this lighting. The LPA shall accept ownership of and responsibility for future energy and maintenance costs for this lighting.

e. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA. The city shall be responsible for maintenance and repair of pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repairs.

f. Maintenance of the detention basins referenced in 1e will be the responsibility of the LPA. Specific maintenance requirements will be documented as part of the easement.

g. The trail constructed by the project shall be permitted by the LPA through the DOT permitting process and shall be maintained by the LPA. The trail shall adhere to all FHWA Interstate Access Control
requirements.

h. During preliminary design, items were identified for which the LPA will accept maintenance responsibility. The limits of maintenance responsibility will be established after the completion of final design and added to this agreement by amendment. The list of these items includes, but is not limited to:

i. Trail Fencing, Railing, or Landscaping for Access Control.

ii. Mechanically Stabilized Earth (MSE) Walls.

iii. Landscaping and Trees.


a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.

d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.

e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.
IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2021-6-093 as of the date shown opposite its signature below.

CITY OF CORALVILLE:

By: _____________________________ Date_________________________, 20___.
Mayor John A. Lundell

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

Signed: _______________________
Thorsten J. Johnson, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION:

By: ___________________________ Date__________________________, 20___.
James R. Schnoebelen, P.E.
District Engineer
District 6
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING PRECONSTRUCTION AGREEMENT NO. 2021-6-093 FOR PRIMARY ROAD PROJECT WITH THE IOWA DEPARTMENT OF TRANSPORTATION (“IDOT”).

WHEREAS, the City Council deems it necessary and desirable to have the Iowa Department of Transportation (“IDOT”) design, let and inspect construction of the I-80 & 1st Avenue Interchange Improvements with city street improvements including storm sewer, pavement, curb and gutter, traffic signals, street lighting, a pedestrian and bicycle route (trail), pedestrian and bicycle bridge pedestrian and bicycle culverts, sidewalk and landscaping, the project having been referred to as the “I-80/1st Avenue Interchange Improvements Project”, hereinafter the “Project”; and

WHEREAS, the IDOT is qualified and capable of designing, letting and inspecting construction of the I-80 & 1st Avenue Interchange Improvements with city street improvements including storm sewer, pavement, curb and gutter, traffic signals, street lighting, a pedestrian and bicycle route (trail), pedestrian and bicycle bridge pedestrian and bicycle culverts, sidewalk and landscaping, and has agreed to pay all project costs except those costs required for the City street improvements as listed above requested by the City which will be reimbursed to the IDOT with a $20,525,359.00 BUILD Grant; and

WHEREAS, those costs required for additional elements requested by the City for the city street improvements including storm sewer, pavement, curb and gutter, traffic signals, street lighting, a pedestrian and bicycle route (trail), pedestrian and bicycle bridge pedestrian and bicycle culverts, sidewalk and landscaping at an estimated cost of $20,525,359.00; and

WHEREAS, the IDOT has drafted a Preconstruction Agreement for Primary Road Project outlining the obligations and requirements of the IDOT and City of Coralville for the project which now requires approval by and execution on behalf of the City of Coralville; and

WHEREAS, the City Attorney and City Engineer has reviewed and recommended approval of said agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Johnson County, Iowa, that the above-referenced agreement be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Coralville.

* * * * * *

Passed and approved this 8th day of June, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

_______________________________
Thorsten J. Johnson, City Clerk
Date: 6/3/2021
To: Hon. Mayor and City Councilmembers
From: Kevin D. Olson
Title: City Attorney
CC: Thorsten J. Johnson
Re: Coralville Conference Center and Hotel

This resolution approves the new franchise agreement with Hyatt Franchising, LLC and Qualified Hotel Management Agreement with Marcus Edgewater, LLC to operate the Coralville Hotel and Conference Center once the current agreement with Marriott ends on August 17, 2021.
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING A FRANCHISE AGREEMENT; QUALIFIED HOTEL MANAGEMENT AGREEMENT AND OTHER ASSOCIATED AGREEMENTS.

WHEREAS, the City is the owner of the Coralville Hotel and Conference Center (the “Property”); and

WHEREAS, the current Qualified Management Agreement with Marriott is expiring in August, 2021; and

WHEREAS, the City has negotiated a new franchise agreement with Hyatt Franchising, LLC; Qualified Hotel Management Agreement with Marcus Edgewater, LLC and other associated agreements to transition to a new franchise and operator in August, 2021; and

WHEREAS, said agreements require approval by the City Council as owner of the hotel and conference center; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that the aforementioned Franchise Agreement; Qualified Hotel Management Agreement and associated agreements be and the same is hereby approved subject to the approval of the city attorney and bond counsel. Further, the Mayor and City Clerk are directed to execute the Agreements on behalf of the City.

Passed and approved this 8th day of June, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

__________________________________
Thorsten J. Johnson, City Clerk
Date: 6/2/2021

To: Honorable Mayor John Lundell and City Council
From: Sherri Proud
Title: Director of Parks and Recreation
CC: Kelly Hayworth
Re: Recommendation for Brown Deer Restaurant Service provider

Staff would like to recommend a change in service provider for the restaurant currently known as Divots to begin ahead of the planned change over in August.

The new restaurant provider would run the lower level restaurant and provide food and beverage service on the course and for outings. The upstairs banquet space would continue to be operated under the Marriott Hotel and Conference Center until August 17. Prior to that time, staff will work to negotiate a provider to take over the banquet space and will include the restaurant operator in this discussion.

Sand Save LLC has restaurant experience in the local area with investors Daniel Dickel (The Guild) and Kevin Perez (Shorts, Stella). Contract would begin June 21 and run through December 31, 2021. A multi-year contract could be negotiated this fall.

Operation points:

Sand Save LLC will set a limited menu for first few weeks of operation and will grow menu through July. They are interested in trying new ideas like special dinner menus for weekend evenings and trying weekend brunch.

Minimum hour operations will be 11:00 a.m. – 8:00 p.m. general serving hours June 21 – October 31, 2021. November 1 to close of golf season will be snacks, limited menu, and beverage service. Sand Save reserves the right to expand on the minimum hours and may extend services through December 31, 2021.

The City agrees to pay Sand Save LLC 85% of the gross daily revenues of food and beverage receipts generated through the restaurant. Receipts will be reconciled and City will pay twice per month. There will be no mandatory management fees paid to Sand Save with this agreement.
This Restaurant Operations Agreement (“Agreement”) is made effective as of June 21, 2021 between Sand Save LLC, 1004 Melrose Avenue, University Heights, IA 52246, and the City of Coralville, an Iowa municipal corporation with a mailing address at 1512 7th Street, Coralville, IA 52241, (the “City”).

WITNESSETH

WHEREAS, the City owns Brown Deer Golf Club located at 1900 Country Club Drive, Coralville, (Golf Course), which includes a restaurant space on the lower level (Restaurant); and

WHEREAS, the City seeks to partner with a Restaurant Operator for the restaurant space at Brown Deer, for the period of June 21, 2021 through December, 31, 2021, with hours defined in 5.2 of herein; and,

WHEREAS, City and Restaurant Operator desire to set forth terms under which the Restaurant Operator will operate the Restaurant in this Agreement,

NOW, THEREFORE, for the mutual covenants contained herein and for other goods and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Restaurant Operator agree as follows:

ARTICLE I

APPOINTMENT

The City grants the Restaurant Operator the exclusive right to operate the Restaurant at the Golf Course. Restaurant Operator will present operation hours in 5.2 herein and recommended menu as part of Exhibit A and will provide food and beverage services during the Term of this Agreement in accordance with the terms herein contained.

ARTICLE II

SERVICES OF RESTAURANT OPERATOR

Restaurant Operator will provide food and beverage services including a full bar operation and operation of beverage cart services including food and beverage contracts for golf outings. Restaurant Operator will conform with standard restaurant practices and abide by all local and state laws in regards to food and beverage service.

SECTION 2.1 RESTAURANT SPACE AND EQUIPMENT

City will make available the space known as Restaurant as shown in Exhibit B. Restrooms, patio space and patio furniture, and dumpster area will be shared with Golf Course. City will assign use of all tables and chairs and equipment in restaurant kitchen as inspected with operator on May 24, 2021.

City will make available one half of the walk in freezer on the upper level and one third of the walk in refrigerator on the upper level as needed. City will make available access to the large ice machine on upper level.
City will assign storage area as shown on Exhibit B.

City will ensure equipment is in good working order when turned over to Restaurant Operator.

SECTION 2.2 PERSONNEL

Restaurant Operator will be responsible for hiring and staffing the restaurant to ensure operations as outlined herein. All personnel working under Restaurant will be employees of the Restaurant Operator and will ensure all state laws regarding employment will be followed.

SECTION 2.3 CLEANING, MAINTENANCE, AND REPAIRS

City will be responsible for cleaning of the hallways, staircase, and restrooms. Restaurant Operator will be responsible for cleaning the front of house restaurant space, bar area, back of house kitchen area, two beverage carts assigned to Restaurant Operator, and elevator.

City will regularly hose patio space at off peak hours. Restaurant Operator will regularly clean tables, chairs, and empty garbage cans on west side of patio. Restaurant Operator will spot clean any messes on west patio between City cleanings.

Restaurant Operator will be responsible for cleaning all restaurant equipment and maintain all equipment in good working condition. City will be responsible for repairs to restaurant equipment that are beyond Restaurant Operator’s ability to fix.

City will arrange with outside contractors for dumpster garbage removal and extermination services necessary for the Restaurant space. City will provide use of golf cart for Restaurant staff to use to transport trash to dumpster and will provide a space for cardboard recycling.

Restaurant operator will ensure operation with proper sanitary standards and in compliance with all applicable health and sanitation laws and regulations.

The City will be responsible for the cost of (i) all repairs, alternations, improvements, renewals or replacement to the Facility’s structure, roof, façade, and all mechanical, electrical, heating, ventilating, air conditioning, plumbing, or vertical elements of the facility and (ii) expenditures classified as “capital expenditures” under generally accepted accounting principles.

Section 2.4 BOOKS AND ACCOUNT DISTRIBUTIONS

City will maintain POS system and work with Restaurant Operator on programming for food and beverage items. Head Golf Pro will keep the official daily report and provide copy to Restaurant Operator. Head Golf Pro and Restaurant Operator will meet on the first and third Tuesdays of each month to review receipts. Head Golf Pro will prepare request for disbursement of payment to Restaurant Owner and submit to City Finance Officer. Payment will be disbursed to Restaurant Operator 2nd Wednesday and 4th Wednesday of each month.

Once a month, Restaurant Operator will provide a summary of operations to Head Golf Pro and Director of Parks and Recreation and Head Golf Pro and Director of Parks and Recreation will provide a summary of golf rounds and upcoming outings to Restaurant Operator.
ARTICLE III
LICENSE OBLIGATIONS

Section 3.1 The Restaurant Operator will be responsible for obtaining and maintaining all licenses or permits necessary to run food operations.

Section 3.2 The City will hold the license for the purchase and sale of alcoholic beverages. Restaurant Operator will ensure that all food and beverage staff are appropriately trained in TIPS Training for Serving Alcoholic Beverages.

Any violations resulting in fines for serving of underage patrons will be paid by Restaurant Operator.

ARTICLE IV
INSURANCE

Section 4.1 Worker’s Compensation

Restaurant Operator will provide and maintain Worker’s Compensation Insurance for all restaurant employees working under Restaurant Operator employ at the Facility.

Section 4.2 Property and Casualty Insurance

The City will maintain Property and Casualty Insurance for the Facility, including the restaurant and all property contained therein, insured against lost or damage from fire, explosion, or other cause normal covered by standard broad form property insurance policies. The City will provide Restaurant Operator with a certificate evidencing such policy. Restaurant Operator will be named as an additional insured as its interest may appear. The City waives its rights of recovery and its insurer rights of subrogation from Restaurant Operator or any of its Affiliates (and their respective directors, officers, shareholders, agenda, and employees) for loss or damage to the Facility, and any resultant interruption of business regardless of the cause of such property or business interruption loss.

Section 4.3 Comprehensive or Commercial General Bodily Injury Insurance

The Restaurant Operator will obtain comprehensive or commercial general bodily injury and property damage liability insurance with a combined single limit of not less than $5,000,000 for each occurrence, including, but not limited to, personal injury liability blanket contractual liability, fire legal liability and products liability, covering only the operation and activities of the Restaurant Operator under this Agreement, and will provide the City with a certificate evidencing such policies. The City will be named as an additional insured under the policies of insurance.

Section 4.4 Liquor Liability

The City will obtain and maintain liquor liability coverage including bodily injury and property damage liability insurance with a combined single limit of not less than $5,000,000 for each occurrence, including, but not limited to, personal injury liability, contractual liability, and products liability, covering the operation and activities of the Restaurant Operator and the City under this Agreement. The City will provide the Restaurant Operator with a certificate evidencing such insurance. The Restaurant Operator
will be named as an additional insured under these policies of insurance. Such coverages will be primary and non-contributory to any other coverages the Restaurant Operator may carry.

ARTICLE V

TERMS AND TERMINATION

Section 5.1 The term (“Term”) of this Agreement will commence, effective as of June 21, 2021 and will be in force through December 31, 2021.

Section 5.2 The Restaurant Operator will provide food and beverage services in the Facility at these minimum guidelines:

a) The period of June 21 – June 28, Restaurant Operator will provide snacks, simple sandwiches, and beverage service while preparing the restaurant for opening under a new name and menu.

b) The period of June 29 – October 31, 2021 for lunch and dinner service with general operating hours from 11:00 a.m. to 8:00 p.m. Snack and beverage service prior to 11:00 a.m. will fluctuate depending on time of year, outings scheduled, and tee sheet and opening time for snack and beverage service should be discussed with Head Golf Pro.

c) The period of November 1 to close of golf season with snacks, simple sandwiches, and beverage service.

d) The above guidelines are minimum standards. Restaurant Operator may discuss other hour and service opportunities with Head Golf Pro. Service may also be extended through December 31, 2021.

Section 5.2 The City agrees to pay Restaurant Operator 85% of gross daily revenues of food and beverage receipts. Receipts will be disbursed on the 2nd and 4th Wednesdays of each month.

Section 5.3 Termination

a) If either party breaches a material provision of this Agreement, the non-defaulting party may terminate this Agreement by giving 10 days notice. If the default is remedied before the proposed termination date or a reasonable effort is made to remedy a default which cannot be remedied within the 10 day period, the notice of termination will be of no effect.

b) Either party may terminate this Agreement without cause by giving 90 days notice to the other party.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Consent

Unless herein otherwise provided, whenever in this Agreement the consent or approval of Restaurant Operator or City is required, such consent or approval will not be unreasonably withheld. Such consent
Section 6.2 Notices

All notices, consents, elections, requests, submission approvals and disapprovals under this Agreement will be in writing at the following addresses:

To the City: City of Coralville
Attn. Sherri Proud, Director of Parks and Recreation
1512 7th Street
Coralville, IA 52241

To Restaurant Operator: Sand Save LLC
Daniel Dickel and Kevin Perez
1004 Melrose Avenue
University Heights, IA 52246

Routine day to day correspondence may be conducted in person, by telephone, or by electronic mail.

Section 6.3 No Partnership

Nothing contained in this Agreement constitutes or may be construed to be or create a partnership or joint venture between the City, its successors or assigns, on the one part, and Restaurant Operator, its successors or assigns, on the other part.

Section 6.4 Modification

This Agreement will not be amended or changed except by written instrument signed by both parties.

Section 6.5 Trademarks

The City grants the Restaurant Operator a royalty free, non-transferrable, non-exclusive right during the terms to use the Trademarks of the City in connection with the operation, advertising, and promotion of the food of the Facilities.

Section 6.6 Entire Agreement

This Agreement, and any other writings signed by the City or Restaurant Operator expressly stated to be supplemental hereto and any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the City and the Restaurant Operator on the matters
addressed herein and supersedes all prior understandings and writings on such matters, and may be changed only by a writing signed by the City and Restaurant Operator.

Section 6.9 Capitalizations and Headings

Capitalized terms used but not defined in a particular section of this Agreement have the meanings set forth elsewhere in this Agreement. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.

Section 6.10 Binding Effect

This Agreement will be binding on the successors and assigns of each of the City and the Restaurant Operator.

(ends text on this page)
IN WITNESS WHEREOF, the City and Restaurant Operator have caused this Agreement to be duly executed by their duly authorized officers effective June 21, 2021.

RESTAURANT OPERATOR

________________________
By: ______________________
Name: ____________________
Title: _____________________

CITY OF CORALVILLE

An Iowa municipal corporation

By: ______________________
John A. Lundell, Mayor
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING AN AGREEMENT WITH SAND SAVE, LLC TO OPERATE THE RESTAURANT AT THE BROWN DEER GOLF CLUB.

WHEREAS, the City runs a restaurant known as Divots out of the clubhouse at the Brown Deer Gold Club; and

WHEREAS, the City is seeking a new partner to take over operations of said restaurant; and

WHEREAS, Sand Save, LLC, is qualified and capable of operating said restaurant; and

WHEREAS, the parties have drafted an agreement that requires approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that the aforementioned agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute the Agreement on behalf of the City.

Passed and approved this 8th day of June, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

__________________________________
Thorsten J. Johnson, City Clerk
Date: 6/2/2021
To: Honorable Mayor John Lundell and City Council
From: Sherri Proud
Title: Director of Parks and Recreation
CC: Kelly Hayworth
Re: Acceptance of Oak Hill Cemetery Sign Project

I would recommend the acceptance of the Oak Hill Cemetery Sign as complete and recommend payment of the outstanding retainage to Country Landscapes of $3,242.86.
RESOLUTION NO. 2021-_______

RESOLUTION ACCEPTING THE OAK HILL CEMETERY SIGN REPLACEMENT AS COMPLETED.

WHEREAS, the City of Coralville did by resolution on October 22, 2019, approve a contract with Country Landscapes Inc. for the Oak Hill Cemetery Sign Replacement for a base bid of $65,972.25; and

WHEREAS, the project has accepted as completed in accordance with the plans and specifications; and

WHEREAS, it is now necessary to accept the Oak Hill Cemetery Sign Replacement as completed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Iowa, that the construction of the Oak Hill Cemetery Sign Replacement is hereby accepted as completed.

BE IT FURTHER RESOLVED that retainage in the amount of $3,242.86 for the completion of Oak Hill Cemetery Sign Replacement for Country Landscapes Inc. will be paid 30 days

* * * * * *

Passed and approved this 8th day of June, 2021.

__________________________
John A. Lundell, Mayor

ATTEST:

__________________________
Thorsten J. Johnson, City Clerk
Date: 5/24/2021
To: Honorable Mayor Lundell and City Council
From: Sherri Proud
Title: Director of Parks and Recreation
CC: Kelly Hayworth
Re: Shelter Purchase for Coralville Creekside Cross and Flow Trailhead

Staff would like to recommend the purchase of a 12’ x 18’ single slope shelter with cedar fascia and tongue and groove decking on bottom side of roof and metal roof. The design compliments the roofs at Coralville Creekside Ballpark.

By pulling the purchase of this shelter out of the trailhead plaza bid, it allows us to attract concrete/stonework bidders for the project and allows the City to save money by erecting this shelter this fall with City staff.

Three quotes were received for this project ranging from $18,550 to $28,720.48. I would concur with Bolton and Menk’s recommendation to award to Cedar Forest Products/ABC Creative for $18,550. This project will come from Facility reserves and a Wellmark grant received for this purpose.
May 18, 2021

City of Coralville
Attn: Sherri Proud
1512 7th St., P.O. Box 5127
Coralville, IA 52241

RE: Creekside Flow Trail Observation Plaza

Dear Ms. Proud,

Quotes were solicited for the Creekside Flow Trail Observation Plaza shelter and were due at 5pm on Tuesday May 18, 2021. Requests for quotes cover design, engineering, and manufacturing for a custom park shelter. Concrete footings and structural engineering for the footings required to install the shelter were excluded from quotes. For this work, four shelter manufacturers were invited to submit quotes including: Cedar Forest Products, Romtec, ICON, and Poligon. Three manufacturers submitted quotes to manufacture and deliver the shelter to the project and are included in the table below:

<table>
<thead>
<tr>
<th>Shelter Manufacturer / Rep</th>
<th>Total Quote Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cedar Forest Products / ABCreative</td>
<td>$18,550.00</td>
</tr>
<tr>
<td>ICON / Park Planet</td>
<td>$23,319.00</td>
</tr>
<tr>
<td>Romtec</td>
<td>$28,720.48</td>
</tr>
</tbody>
</table>

The Creekside Flow Trail Observation Plaza is intended to provide an amenity for observers to gather and watch bikers on the flow trail. The project is scheduled to be substantially completed by September 10, 2021.

The Romtec design and quote includes one significant deviation from the base shelter design. In lieu of southern yellow pine, Romtec proposes Douglas fir for the beams, rafters, headers, and columns which is more readily available to the manufacturer than southern yellow pine. We do not see this as a significant issue as both Douglas fir and southern yellow pine are both industry standards with similar construction applications.
The low quote was submitted by Cedar Forest Products. Cedar Forest Products has successfully performed work in the region and has shown themselves to be a responsible manufacturer in completing this type of work. We would recommend that the City of Coralville accept the quote from Cedar Forest Products in the amount of $18,550.00 to manufacture and deliver the shelter to the project site.

Please let us know if you have any questions or need any additional information.

Respectfully Submitted,

Bolton & Menk, Inc.

[Signature]

Josh Shields, PLA
Senior Landscape Architect -- Project Manager
PROPOSAL: BM CVILLE Shelters

Thank you for this opportunity! We look forward to working with you!

Terms: 50% Material Deposit, Net 30

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WMC1218: Wooden Cantilever Mono Slope w 3:12 Pitch, 12'x18' w 8' Lower Eave, Multi Rib Roof. 4 Column 5&quot;x5.5&quot;, Knee Braces (Retail $16,907) Bolton Menk Discount</td>
<td>$14,918.00</td>
<td>$14,918.00</td>
</tr>
<tr>
<td>1</td>
<td>Engineering for any of the above shelters</td>
<td>$750.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>1</td>
<td>Freight for any of the above shelters</td>
<td>$2,882.00</td>
<td>$2,882.00</td>
</tr>
</tbody>
</table>

Price Includes:
- Roof pitch is 3:12, designed for a standard 30 PSF live load & 90 MPH wind speed
- Beams, rafters and headers are glulam SYP and are suited for roof loads
- Glulam Port Orford Cedar columns with metal base shoes & anchor bolts
- Zinc plated fasteners
- Roof decking shall consist of 2" x 6" nominal #1 SYP single T & G with a V-joint
- 2" x 8" cedar fascia
- 8' eave height
- Multi Rib Metal Roofing

Excludes: Unloading, storage or installation of material, clear coat or stain and gutters & downspouts.

Total $18,550.00

(Acknowledge With Initials) Credit Cards: ABcreative will accept American Express, MasterCard, and Visa credit cards for the payment of Invoices. Those who wish to pay with a credit card after utilizing NET TERMS will be subject to a 3.5% service fee applied at the time of payment.

(Acknowledge With Initials) Payments: FULL PREPAYMENT is required for all orders under $2,500. PREPAYMENT of MATERIAL DEPOSIT is required to initiate order.

The Material Deposit required for this order is: ______________________
ABcreative General Terms & Special Conditions

[Acknowledge With Initials] The terms and conditions set forth in this agreement, and the Customer purchase order accepted by us, shall in all respects govern the sale. To the extent any other agreements exist between the Customer and ABcreative, the terms stated herein shall control. On all ABcreative proposals, the Customer is responsible for completeness, accuracy and conformity to their plans and specifications. ABcreative will not proceed with orders until all details such as materials, options, colors, etc. are complete and accurate.

[Acknowledge With Initials] Pricing: Product prices for the referenced Proposal/Quote are firm for 30 days. Freight estimates are assumed to be a single shipment and are firm for 10 days from Proposal/Quote date. Any applicable taxes not shown will be applied at the time of order. Tax Exemption Certificates verifying tax exempt must be submitted prior to authorizing a product order.

[Acknowledge With Initials] Shipping: Shipping Schedules/Lead-times are specific to the manufactures ABcreative represents and can vary based on the time of year product orders are placed. At the time an order is placed, ABcreative will provide an Order Acknowledgment that includes an estimated shipping and delivery schedule. Shipping and delivery dates are not guaranteed.

[Acknowledge With Initials] Delivery & Acceptance: It is the responsibility of the Customer to designate a Customer Representative to accept, offload and securely store product. A Customer Representative's name, delivery address and a direct contact phone number is required at time of any order. For truckload type deliveries where equipment is packaged in crates or wrapped on pallets, Customers are required to have access to and the capability to operate the appropriate machinery required for safe product offloading. Offloading product is at the sole expense and risk of the Customer. When accepting deliveries, it is the Customer’s responsibility to visually inspect packages for correct package labeling, signs of damage, and verify the number of packages delivered as per the Bill of Lading issued by the delivery agent. Any shortage, discrepancy or content damages must be noted (and photographed, for record) on the delivery ticket and acknowledged by the delivery driver. It is the Customer’s responsibility to open and inspect accepted deliveries to verify contents within five (5) days of delivery. Concealed damage must be reported within ten (10) calendar days of the receiving date or be subject to potential additional charges for new/replacement equipment orders, re-shipping fees and ancillary handling and administrative fees.

[Acknowledge With Initials] Returns: Returns are subject to the manufactures’ restocking fee terms. Returns must be processed within 45 days of the Bill of Lading ticket date for delivery. All returnable products must include original packaging, have never been installed and have been securely stored in an indoor facility until a return is processed. Please contact your ABcreative Project Manager to request a Return Authorization Ticket.

[Acknowledge With Initials] Warranty: All claims for warranty should be called into your ABcreative Project Manager. Safekeeping of Owner’s Manuals, product specifications and related purchasing documents is critical for referencing component parts required for future repairs and maintenance. Manufacturer’s warranties are varied and will be provided at the time of delivery. Replacement of vandalized or stolen parts is not covered by warranty. All product warranties originate with the product manufacturer and ABcreative does not provide any separate warranty, whether expressed or implied.


[Acknowledge With Initials] Installation Services & Site Access: ABcreative Proposals/Quotes that include an Installation price assume normal soil conditions, full access to a level project site and project site accessibility for all necessary machinery and equipment. ABcreative Proposals/Quotes do not include rock excavation (See Rock Clause), hand digging or grading to level. Rock excavation; hand digging; and/or grading necessary to achieve a level project site, will result in additional charges to be paid by the Customer. Protection for proper curing periods for concrete footings is the Customer’s responsibility. All underground private assets in a project area must be located by the Customer. Examples of underground private assets includes, but is not limited to irrigation, sewer, storm drains, pet containment systems, drain lines, utilities, fiber optic, and electrical. ABcreative is not responsible for damage or repairs to any underground private asset not marked prior to installation.

[Acknowledge With Initials] Rescheduling: A $1,500 remobilization fee will be charged when ABcreative installation crews are restricted or not allowed to access project sites to perform work on an approved, scheduled installation date. Rescheduling of lost work days will be at the discretion of ABcreative based on the availability of personnel and without penalty.

[Acknowledge With Initials] Rock Clause: ABcreative Proposals/Quotes that include an Installation price are subject to a “Rock Clause” whereby when underground rock encountered during installation in excess of 12-inches square by 2-inches thick will incur additional charges as follows: $750 first hour (one hour minimum) and $195 for each additional hour - Reg Rate (Does NOT include Prevailing Wage). Work onsite will NOT stop or be delayed for authorization to proceed.

| Name/Ph. Number of Customer Representative Accepting Delivery | Shipping Address |

To accept this quote, please print name, sign, date and return to ABcreative.

After signature, this form becomes contract for purchase of item(s) mentioned above. Credit card payments accepted on condition.

Print Name          Signature          Date
# Description: 12'x18'x8' 'Model' WMP12X18TA-P3 24 Ga. Pre-Cut Multi-Rib Metal Roof Panel (Ribs @ 12'' Centers) 3:12 Roof Slope Posts - Surface Mount Asphalt Shingles Rebar Cages NOT included
Vendor: ICON, Item No: IC-CUST, Qty: 1, Rate: 20,444.00, Amount: 20,444.00

## Glu-Lam Column
Species: [Southern Yellow Pine]
Treated: [Yes]
Finish: [No]
Footing Type: [Base Shoes]

## Glu-Lam Frame
Species: [Southern Yellow Pine]
Treated: [Yes]
Finish: [No]

## Tongue and Groove Roof Deck: [2x6] Species: [Southern Yellow Pine]
Treated: [No]
Finish: [No]

## Fascia: [2x8]
Species: [Western Red Cedar]
Treated: [No]
Finish: [No]

Includes Hardware and Fasteners
E-coat/ Powdercoat Included for Hardware
Drawing #: 71103

## Engineering
3 Engineering
   2 Calculation Books
   4 Sets of Drawings
   Includes Foundation Design
Vendor: ICON, Item No: ENG-ICON, Qty: 1, Rate: 1,875.00, Amount: 1,875.00

4 Engineering is for structure only.
Manufacturer's engineer is NOT to be considered 'Design Professional in Charge' of project.
Fabrication cannot begin until customer has provided a city approved copy of the structure's engineering or a waiver of release has been signed.
Engineering submittal, permit, fees and inspections not included in suppliers quote.
Vendor: Park Planet, Item No: ENG, Qty: 1, Rate: 0.00, Amount: 0.00

## Shipping
5 ICON Freight. Off loading NOT included.
Vendor: ICON, Item No: ICF, Qty: 1, Rate: 1,000.00, Amount: 1,000.00
<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Vendor</th>
<th>Item No</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Equipment only. Installation to be supplied by others.</td>
<td>Park Planet</td>
<td>Equip-Only</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST.

<table>
<thead>
<tr>
<th>Sub Total</th>
<th>23,319.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$23,319.00</td>
</tr>
</tbody>
</table>

ORDER / DELIVERY INFORMATION:
A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED.

Authorized Signature: ___________________________ Date: ______________
**Purchasing agent who is authorized to enter into binding agreement for quoted entity.
**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.
PROPOSAL/PO

Coralville Shelter Project - Romtec Proposal
Customer: Bolton & Menk, Inc.
Nate Weitl
430 East Grand Avenue, Suite 101
Des Moines, IA 50309-1981

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Building Proposal Description</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposed Romtec &quot;Alternate&quot; Picnic Shelter - &quot;Building Supply ONLY&quot; per attached Preliminary Romtec Drawings and Scope of Supply &amp; Services dated 5/18/2021</td>
<td>$24,996.08</td>
</tr>
</tbody>
</table>

GOVERNMENT DISCOUNT: Available to State, County, City, and other agencies. Requires Purchase Order placed by Agency to Romtec. 5.00% $ (1,249.81)

Estimated Freight to: Coralville, IA $4,974.21

ROMTEC INC. PURCHASE ORDER TOTAL $28,720.48

*Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

*This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.

*Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.

*Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

*This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

*All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.

*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

*Shipping prices are estimates only and are subject to change without notice.

*Quote based on standard design averages, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soule Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

*A payment schedule and terms will be established after the Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one (1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trades and Originals; Romtec Trades and Originals do not include sealed plans. Sealing of plans for Trades and Original models is only available upon request and may result in additional prices). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.
*The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Customer & Project Information request as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.

<table>
<thead>
<tr>
<th>Customer/Owner Authorized Signature</th>
<th>Date</th>
<th>Romtec Inc. Authorized Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Customer/Owner Printed Name

Romtec Inc. Printed Name

Customer/Owner Company
RESOLUTION NO. 2021-____

RESOLUTION ACCEPTING QUOTES AND AWARDING CONTRACT FOR A SHELTER FOR THE CREEKSIIDE CROSS AND FLOW TRAILHEAD.

WHEREAS, the City Council of the City of Coralville, Iowa has heretofore deemed it necessary and desirable to construct a 12’ x 18’ single slope shelter at the Creekside Cross and Flow Trailhead; and

WHEREAS, Request for quotes for the aforementioned shelter were received, opened and tabulated by the Parks and Recreation Department; and

WHEREAS, the quote from Cedar Forest Products/ABD Creative for not to exceed $18,550.00 was the lowest responsive, responsible proposal received; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that the quote from Cedar Forest Products/ABD Creative for not to exceed $18,550.00 is hereby accepted pending approval of the grant application. Further, the Contract is therefore awarded to Cedar Forest Products/ABD Creative for the aforementioned quote amount.

Passed and approved this 8th day of June, 2021.

________________________________________
John A. Lundell, Mayor

ATTEST:

________________________________________
Thorsten J. Johnson, City Clerk
Date: June 8, 2021
To: Mayor and City Council
From: Mike Funke
Title: Human Resource/Risk Manager
CC: Kelly Hayworth
Re: Non-Bargaining Pay Plan Increase

With this memo it is recommended the City Council approve a 3% salary increase with an effective date of June 28, 2021 (first day of a new pay period) to the full time and regular part time employees not covered by a union contract.

The 3% increase falls within the FY22 budget estimates and is in-line with the agreed upon increases called for in the approved union contracts with

PPME Police Officers 3.25%
AFSCME Public Works 3.00%
AFSCME Transit Employees 3.00%

I thank you for your consideration of this recommendation and, as always, am available for any questions you may have.
RESOLUTION NO. 2021-______

RESOLUTION APPROVING AN INCREASE IN THE ADMINISTRATIVE PAY SCALE, EFFECTIVE JUNE 28, 2021.

WHEREAS, the City Council of the City of Coralville, after independent review and upon consideration of recommendations from the Human Resources Manager, has heretofore deemed it necessary and desirable to provide a 3% cost of living increase to the salaries of City administrative employees, effective June 28, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Johnson County, Iowa, that the above-referenced cost of living increases be and the same are hereby approved.

BE IT FURTHER RESOLVED that the aforementioned increase shall go into effect as of June 28, 2021.

* * * * * * *

Passed and approved this 8th day of June, 2021.

_____________________________
John A. Lundell, Mayor

ATTEST:

_________________________
Thorsten J. Johnson, City Clerk
This license agreement leases the last remaining small space in Building A (920 E. 2nd Avenue) to Monica Berry to operate as Cielo. Berry will pay the sum of $900 per month, plus an additional 5% gross revenues, plus utilities. There is no property tax or CAM fees with this license agreement other than the rental payments described above.
ON PROPERTY
LICENSE AGREEMENT

THIS AGREEMENT (“Agreement”) is made this 2 day of June, 2021 by and between
The City of Coralville (“Licensor”) and Monica Berry (“Licensee”) dba Cielo

RECITALS

WHEREAS, Licensor is the owner [manager] of the premises known as Iowa River Landing, (the
“Shopping Center”); and

WHEREAS, Licensor and Licensee desire to enter into an agreement whereby Licensee will rent space
in the Shopping Center from Licensor (“Premises”) as more particularly described in Exhibit M attached hereto
and made a part hereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions as set forth herein, the legal
sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. COMMENCEMENT DATE: August 15, 2021

2. TERM: 1 year; August 15, 2021 – July 31, 2022

3. GROSS RENT: Licensee agrees to pay to Licensor as rental for the use of the space the amount of:
   $900 per month plus 5% of monthly sales produced over $20,000
   $500 payable for the month of August

   Base rent will be payable on or before the 10th day of the following month. Tenant must
   submit a POS Sales Summary Report in conjunction with the rent check. All sales are subject
to audit by the Licensor.

   Tenant’s gross rent shall include base rent, CAM, property taxes and any additional extra
charges billable by the Landlord with the exception of utilities, telephone and internet.

   All payments shall be made to Licensor’s address as detailed in Exhibit M.

4. CONDITION OF PREMISES: Tenant shall accept the space in “as is” condition.

5. PERMITTED USE: The Premises shall be used solely for the non-exclusive retail sale and marketing
   of retail products as found in a typical Cielo retail store.

3. INSURANCE: Licensee agrees to furnish and keep in force the following insurance throughout the
term:

   (a) Statutory Worker’s Compensation Insurance including the Employer’s Liability Coverage as
       required by the state where the Shopping Center is located.

   (b) Employer’s Liability Insurance in the amount of $1,000,000.00 per person for each accident
       or disease;

   (c) Commercial General Liability Insurance including products and completed operations
       coverages of not less than $1,000,000.00 per occurrence, with a $2,000,000.00 per location.
       This policy shall contain a Contractual Liability Endorsement. This policy shall also include
       an Additional Insured Endorsement containing the names of the Additional Insureds as
detailed in Exhibit M hereof. The policy must have a Waiver of Subrogation endorsement in
favor of all Additional Insureds.
Licensee shall provide a Certificate of Insurance to Licensor evidencing all of the required coverages and Endorsements prior to taking possession of the Premises. The Certificate of Insurance must remain current (or be replaced with a current Certificate) at all times during the period of Licensee’s tenancy. All policies of insurance must be written by insurance carriers licensed to do business in the state in which the Shopping Center is located and have an A.M. Best’s rating of not less than A-:VII. All Licensee’s liability policies shall be endorsed to be primary and non-contributory to policies of the Licensor and the Additional Insureds, and shall contain either a cross-liability endorsement or separation of insureds provision which permits the limits of liability under Licensee’s policies to apply separately to each Additional Insured. Each policy shall contain a provision that the insurance company shall give all Additional Insureds within 30 days written notice in advance of any cancellation, lapse, reduction in amount of coverage or any other adverse change to the policy or insurer.

The minimum limits of any insurance coverage required to be carried by Licensee shall not limit Licensee’s liability under the indemnity provision herein for any uninsured losses or costs incurred by Licensor.

4. INDEMNIFICATION AND WAIVER: Licensee shall defend, indemnify and hold harmless the Licensor, (including Licensor’s parent companies, partners, subsidiaries, joint venturers and affiliates), the property manager, anchor stores, and the owners and operators of other stores which are or may be in the Shopping Center from time to time, (including the agents, officers and employees of all of the foregoing) from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action arising from the Licensee conducting its business at the Shopping Center, including but not limited to Licensee’s use, occupancy, management or control of the Premises, Licensee’s operations and activities in the Shopping Center, the acts or omissions of Licensee’s employees and agents, or Licensee’s willful or negligent failure to notify Licensor or property manager in a timely fashion of hazardous or dangerous conditions created or existing at the Shopping Center of which Licensee becomes aware during the terms of this Agreement. This obligation exists whether injury or damage from the conduct of Licensee’s business is personal injury or property damage occurring on the Premises, in the joint use areas or in the premises of another tenant or anchor store. This obligation to defend and indemnify includes indemnification for reasonable legal and investigation costs and all other reasonable costs, expenses incurred with respect to a claim. This obligation shall survive expiration or termination of this Agreement. The Licensee’s obligations to defend and indemnify does not extend to the willful misconduct of the Licensor or property manager.

This paragraph shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this paragraph void, or to eliminate or reduce any other indemnification or right which Licensee, or any other indemnitee, has by law.

6. TRADEMARK REPRESENTATION: Licensee represents and warrants that Licensee owns all rights, titles and interests (including trademarks, and other intellectual property rights, statutory or otherwise) in the Licensee’s trademarks, logos and any and all materials provided to Licensor under this Agreement.

7. WAIVER: A failure of any party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

8. ASSIGNMENT: Licensee shall not assign nor sublet any portion of the Premises without Licensor’s prior written approval, which may be withheld at Licensor’s sole and absolute discretion. Any assignment or sublease shall not relieve Licensee from its liability or obligations hereunder, nor grant pass-through rights to any third party. In the event of any approved assignment or sublease, Licensee shall continue to be liable hereunder as if no such assignment or sublease had been made.

9. EARLY TERMINATION: Landlord reserves the right to terminate this agreement with 30 days written notice.

10. NOTICES: All notices required under this Agreement shall be in writing and sent via reputable overnight courier (i.e. Federal Express, Airborne Express, etc.) or via registered or certified mail, return receipt requested, to the addresses detailed in Exhibit M hereof.
11. ATTORNEYS’ FEES: If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding shall reimburse the prevailing party for all reasonable expenses and attorneys’ fees and disbursements.

12. GOVERNING LAW: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. The parties hereby waive trial by jury.

13. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties. The parties agree that the execution of this Agreement has not been induced by any promises, understandings, or representations not expressed herein and there are no collateral agreements between them dealing with the subject matter of this Agreement.

14. COUNTERPARTS: Licensor and Licensee acknowledge that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

15. RELATIONSHIP OF PARTIES: The Parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon any party.

16. USE OF TRADEMARKS: The Parties to this Agreement are hereby authorized to use the other party’s trademarks, label designs, product identification, artwork and other symbols and devices associated with the products in advertising and promoting this Agreement during the Term of this Agreement, provided each party shall have the right to approve all such uses in writing in advance.

17. The legal terms and conditions set forth on Exhibit M attached hereto are hereby made a part of this Agreement.

The parties have executed this Agreement on the day and year first above written.

LICENSEE: ____________________________

By: ____________________________________

Its: ____________

LICENSOR: ____________________________

By: ____________________________________

Its: ____________
1. TERMS: The following terms shall have the following meanings throughout this Agreement:
   a. Licensor: City of Coralville
   b. Address of Licensor: 1512 7th Street, Coralville, IA 52241
   c. Phone Number of Licensor: 319-248-1700
   d. Licensor Contact Name: Kevin Olson
   e. Licensee: Monica Berry dba Cielo Clothing
   f. Address of Licensee: 555 Potter St, Tiffin, IA 52340 (until August 1. Then it will be 1837 Sara Ct, North Liberty, IA 52317)
   g. Phone Number of Licensee: 319-936-6669
   h. Licensee Contact Name: Monica Berry
   i. Term: 1 year
   j. Commencement Date: 8/15/2021
   k. Shopping Center Contact and Rent Check Submitted to: Jerod Lyons, Watts Development, 425 E. Oakdale Blvd, Coralville, IA 52241 Cell: (319) 333-4301 Office: (319) 351-3931
   l. Premises:
   m. Additional Insureds: City of Coralville
   n. Security Deposit/Advanced Rent: $250

Concurrent with the execution of this Agreement, and in addition to the payment of rental, Licensee shall pay to Licensor the Security Deposit/Advanced Rent as detailed herein. The Security Deposit/Advanced Rent shall be held by Licensor pending the full completion of this Agreement and Licensee’s full performance under this Agreement. Licensee acknowledges that if Licensee fails to fulfill any of its obligations under this Agreement, Licensor may use the Security Deposit/Advanced Rent to satisfy any and all of the rental or fees due and to remunerate others for return of merchandise or to rectify complaints made by customers of Licensee. The Security Deposit/Advanced Rent, or balance thereof, shall be returned to Licensee within 90 days after the later of (i) expiration or termination of this Agreement or (ii) the date Licensee vacates the Premises. Licensor’s obligation to return the Security Deposit/Advanced Rent, or balance thereof, shall be met by delivering payment to Licensee’s address as detailed hereinafter.

o. Licensee’s Work:

Licensee shall provide an on-site coordinator for set-up and tear-down of the activities governed by this Agreement. All set up and take down is to be done during the non-business hours of the Shopping Center. Set-up will be allowed after Shopping Center hours on the day prior to the show. In the event Shopping Center management has an objection to an exhibit on the basis of display activities or other valid reason, Shopping Center management will notify Licensee of its specific objection and Licensee will take all necessary and proper steps to make the exhibit acceptable to Licensor.

p. Signage:

All signage located in, upon or about the Premises must be approved by Licensor prior to installation or placement. All signs, placards, banners, pennants and other advertising matter shall be prepared in a professional manner. In lieu of a lit sign above the store canopy, Licensee may utilize vinyl letters on the door or window to identify the store’s name. Such vinyl signage must be pre-approved by Licensor prior to applying.

All signs, banners, placards, pennants and other advertising matter shall not exceed the Shopping Center code for height restriction and shall be subject to all governmental authorities’ approval and code regulations.
q. Surrender of Premises:

Licensee shall, at the expiration of this Agreement, remove its goods and effects, repair damage caused by such removal and peaceably yield up the Premises clean and in good order, repair and condition. Property not removed within 48 hours shall become the property of Licensor.

r. Acceptance of Premises as-is:

Licensee agrees to accept the Premises in the condition outlined in Exhibit C without any responsibility of Licensor to remodel or redecorate before and/or during Licensee’s occupancy and without recourse to Licensor, Additional Insureds, the fee owner(s), or any ground lessor of the property. Licensee agrees to take good care of the Premises, to permit no waste and suffer no injury to be done to the Premises. Licensee shall not harm the Shopping Center or any part thereof, commit waste, create nuisance, make any use of the Shopping Center which is offensive in Licensor’s sole opinion, nor do any act which would, in Licensor’s sole opinion, tend to injure the reputation of the Shopping Center. Licensee shall not permit the placing of exterior signs, placards or other advertising media, banners, pennants, awnings, aerials, antennas, or the like in or about the Shopping Center, without the prior written consent of Licensor.

s. Rules and Regulations:

Licensee shall not cause any hazardous material to be brought upon, stored, kept, used or discharged on or about any part of the Shopping Center.

Licensee shall observe all rules and regulations of the Shopping Center, and shall conduct the business in a careful, safe and proper manner and in accordance with this Agreement, local ordinances and the direction of the manager of the Shopping Center and public safety officers.

Licensee shall be open a minimum of the shopping center hours which are 10 am – 7 pm Monday – Saturday and 12 pm – 4 pm on Sunday. Failure to open on time will result in a $100 fine for every 30 minutes the store opens late or closes early. Should Licensee fail to keep store hours for 3 times, Landlord has the right to immediate termination.

Licensee shall not conduct any unlawful activities in or upon any part of the Shopping Center or the Premises. If there are any taxes to be paid or licenses, authorizations or permits required by any governmental agency or authority for the activity permitted under this Agreement, Licensee shall be solely responsible for paying for and/or obtaining same.
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING THAT CERTAIN LICENSE AGREEMENT WITH MONICA BERRY (D/B/A CIELO).

WHEREAS, the City is the owner of the retail space generally referred to as 920 E. 2nd Avenue; and

WHEREAS, the City and Monica Berry (d/b/a Cielo), have negotiated a one-year license agreement to locate Cielo in the remaining space at 920 E. 2nd Avenue; and

WHEREAS, Berry will pay the sum of $900 per month as gross rent for the space, plus an additional 5% if the gross sales in any month exceed $20,000; and

WHEREAS, it is now necessary to approve this license agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the license agreement with Monica Berry, be approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby directed to execute said License Agreement on behalf of the City.

* * * * * * * *

Passed and approved this 8th day of June, 2021.

________________________________
John A. Lundell, Mayor

ATTEST:

________________________________
Thorsten J. Johnson, City Clerk