AGENDA

6:30 PM        April 13, 2021

An Electronic Meeting (pursuant to Iowa Code Section 21.8) of the City Council of the City of Coralville, Johnson County, IA is being held Tuesday, April 13, 2021 at 6:30 PM because a meeting in person is impossible or impractical due to concerns for the health and safety of Council Members, Staff and the Public presented by COVID-19. Until further notice all of our Council Meetings will be held electronically only. This meeting will be live streamed Tuesday, April 13, 2021 at 6:30 PM and rebroadcast on Mediacom 118-8 and on-demand at www.coralville.org/coralvision.

If you wish to participate in any of the public hearings or citizen comments 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, April 13, 2021. Or you can come in person to the Council Chambers of Coralville City Hall, 1512 7th Street, Coralville, Iowa on Tuesday, April 13, 2021 at 6:30 PM where electronic access to the Council Meeting will be provided. Social distancing will be required.

1. Call to order.

2. Roll call.

3. Approve agenda.

4. Mayor to proclaim April 10-16, 2021 the “Week of the Young Child;” April 22, 2021 as “Earth Day;” April 30, 2021 as “Arbor Day,” April 23-29, 2021 as Housing Trust Fund Week” and April 2021 as “Fair Housing Month.”

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


7. CLEAR CREEK MITIGATION BANK ~ PUBLIC HEARING
   a) Public hearing on a Loan Agreement in a principal amount not to exceed $2,500,000.00.
   b) Consider resolution taking additional action to enter into a Loan Agreement in the amount not to exceed $2,500,000.00.

Note: These will finance design and construction of storm water drainage improvements as part of the City’s Clear Creek restoration and mitigation project not to exceed $2,500,000.00.

8. BONDS ~ PUBLIC HEARING
   a) Public hearing on General Obligation Essential Corporate Purpose Refunding Loan Agreements in a principal amount not to exceed $20,000,000.
   b) Consider resolution taking additional action to enter into Loan Agreements and providing for the sale of bonds, approving Purchase Agreements, Official Statements and other related documents, and authorizing the call of outstanding bonds.

Note: This is will refinance prior bond issues for interest rate savings. The repayment source is the City’s debt service property tax levy, 12 Avenue TIF revenues and Mall & Highway 6 TIF revenues.

9. DEER CREEK ROAD REPAIR 2021 ~ PUBLIC HEARING
   a) Public hearing on the plans, specifications, estimate of cost and form of contract for the Deer Creek Road Repair 20214.
b) Consider **resolution** approving the plans, specifications, estimate of cost and form of contract; ordering bids, setting a date for the receiving of bids; and directing posting of the bid letting; all for the Deer Creek Road Repair 2021.

**Note:** The bids for repairs to Deer Creek Road are due April 20, 2021.

### 10. AMENDMENTS TO URBAN RENEWAL AREAS – PUBLIC HEARING

a) Consultation Report.

b) Public hearing on the proposed Amended and Restated Urban Renewal Plan for the 12th Avenue Urban Renewal Area (Amendment No. 10).

c) Consider **resolution** approving Amendment No. 10 to the 12th Avenue Urban Renewal Plan and the 12th Avenue Urban Renewal Area.

**Note:** This amendment will add 2 projects to the 12th Avenue Urban Renewal Plan.

### 11. TOWN CENTER ONE, LOT 1

a) **ORDINANCE NO. 2021-1004** An ordinance amending the Coralville Zoning Ordinance, the same being Ordinance No. 2020-1009, as previously amended, rezoning certain property located within the corporate limits of the City of Coralville, Johnson County, Iowa and generally known as Town Center One, Lot 1, from C-2, Arterial Commercial District, and C-3, General Commercial District, to C-PUD 2, Commercial Planned Unit Development Two District, for **2nd consideration**.

b) Motion to collapse the second and third reading for Ordinance No. 2021-1004.

c) **ORDINANCE NO. 2021-1004** An ordinance amending the Coralville Zoning Ordinance, the same being Ordinance No. 2020-1009, as previously amended, rezoning certain property located within the corporate limits of the City of Coralville, Johnson County, Iowa and generally known as Town Center One, Lot 1, from C-2, Arterial Commercial District, and C-3, General Commercial District, to C-PUD 2, Commercial Planned Unit Development Two District, for **3rd and final consideration**.

d) Consider **resolution** approving the Preliminary Plat for Lot 1, Town Center One, Coralville, Iowa.

e) Consider **resolution** approving the Final Plat for Lot 1, Town Center One, Coralville, Iowa.

f) Consider **resolution** approving the PUD-B Site Plan for Lot 1, Town Center One, Coralville, Iowa.

**Note:** This will rezone a 1.21-acre parcel to C-PUD 2, Commercial Planned Unit Development Two District for a proposed 1 first floor commercial unit and 80 dwelling units mixed-use building on the east side of 10th Avenue 250 feet north of 2nd Street. Click on following link for complete plans [Ordinance 2021-1004 Town Center One Lot 1 Rezoning](#).

g) Consider **resolution** approving a Development Agreement with BBCO, LLC for Lot 1, Town Center One, Coralville, Iowa.

**Note:** This agreement is for the development of a city-owned 1.13-acre lot by BBCO, LLC. The developer will buy the lot for $500,000.00 and construct a mixed-use project and the City will grant a 75% tax abatement for years 1-10 and a 75% incremental tax rebate for years 11-20.

### 12. LOT 1, REDHAWK SUBDIVISION, PART TWO

a) **ORDINANCE NO. 2021-1005** An ordinance amending the Coralville Zoning Ordinance, the same being Ordinance No. 2020-1009, as previously amended, rezoning certain property located within the corporate limits of the City of Coralville, Johnson County, Iowa and generally known as Lot 1, Redhawk Subdivision, Part Two, from C-PUD-1,
Commercial Planned Unit Development One District, to C-PUD 2, Commercial Planned Unit Development Two District, for 2nd consideration.

b) Motion to collapse the second and third reading for Ordinance No. 2021-1005.

c) ORDINANCE NO. 2021-1005 An ordinance amending the Coralville Zoning Ordinance, the same being Ordinance No. 2020-1009, as previously amended, rezoning certain property located within the corporate limits of the City of Coralville, Johnson County, Iowa and generally known as Lot 1, Redhawk Subdivision, Part Two, from C-PUD-1, Commercial Planned Unit Development One District, to C-PUD 2, Commercial Planned Unit Development Two District, for 3rd and final consideration.

d) Consider resolution approving the PUD-B Site Plan for Lot 1, Redhawk Subdivision, Part Two, Coralville, Iowa.

Note: This will rezone a 0.60-acre parcel to C-PUD 2, Commercial Planned Unit Development Two District for a proposed 2,311 square foot drive-through restaurant. Click on following link for complete plans Ordinance 2021-1005 Redhawk Subdivision Part Two Lot 1 Rezoning.

13. LOT 2, REDHAWK SUBDIVISION, PART TWO

a) ORDINANCE NO. 2021-1006 An ordinance amending the Coralville Zoning Ordinance, the same being Ordinance No. 2020-1009, as previously amended, rezoning certain property located within the corporate limits of the City of Coralville, Johnson County, Iowa and generally known as Lot 2, Redhawk Subdivision, Part Two, from C-PUD-1, Commercial Planned Unit Development One District, to C-PUD 2, Commercial Planned Unit Development Two District, for 2nd consideration.

b) Motion to collapse the second and third reading for Ordinance No. 2021-1006.

c) ORDINANCE NO. 2021-1006 An ordinance amending the Coralville Zoning Ordinance, the same being Ordinance No. 2020-1009, as previously amended, rezoning certain property located within the corporate limits of the City of Coralville, Johnson County, Iowa and generally known as Lot 2, Redhawk Subdivision, Part Two, from C-PUD-1, Commercial Planned Unit Development One District, to C-PUD 2, Commercial Planned Unit Development Two District, for 3rd and final consideration.

d) Consider resolution approving the PUD-B Site Plan for Lot 1, Redhawk Subdivision, Part Two, Coralville, Iowa.

Note: This will rezone a 0.65-acre parcel to C-PUD 2, Commercial Planned Unit Development Two District for a proposed 4,418 square foot retail building. Click on following link for complete plans Ordinance 202021-1006 Redhawk Subdivision Part Two Lot 2 Rezoning.

14. FIREWORKS SALES ORDINANCE

a) ORDINANCE NO. 2021-1007 An ordinance amending Chapter 165 of the Code of Ordinances of the City of Coralville regarding the sale of consumer fireworks, for 2nd consideration.

Note: This will ordinance will limit the sale of consumer fireworks to the I-2, Light Industrial District and I-3, General Industrial Districts. This will not affect the ability for brick-and-mortar retailers to sell novelty fireworks as is currently done.

15. BRIDGEWATER SUBDIVISION AIR SHAFT ACCESS

a) Consider resolution approving an Agreement with Venture One, LLC and River Products Company regarding access easements in the Bridgewater Subdivision.

Note: This sets an access route for River Products Company to air shafts located on the Bridgewater Subdivision outlots.
16. AUDIT SERVICES FY 2021-2025
   a) Proposal report.
   b) Consider resolution accepting proposals and approving an Engagement Letter and Agreement with BerganKDV, LLC for auditing services for Fiscal Years 2021-2025.

Note: This is for audit services for the five fiscal years ending June 30, 2021 through 2025.

17. 5TH AVENUE STORM SEWER IMPROVEMENTS
   a) Consider resolution approving an Engineering Services Agreement with EOR for 5th Avenue Storm Sewer Improvements.

Note: This is for topographic survey, hydraulic modeling, storm sewer design, easement plats and plan production for the 5th Avenue Storm Sewer improvements. This agreement is not to exceed $59,505.00.

18. IRL NON-CAM (TIF) AREA TURF & HORTICULTURE CONTRACT EXTENSION
   a) Consider resolution approving a one-year extension of the IRL Non-CAM Area Turf & Horticulture Contract with Quality Care.

Note: This is a one-year extension of the IRL Non-CAM Area Turf & Horticulture Contract with Quality Care until December 2021. This will add the future riverfront park, medians and roundabout on E. 9th Street, roundabout on E. 7th Street and E. 2nd Avenue and retention basin east of 611 1st Avenue as new work areas. This is not to exceed $83,463.00.

19. CORALVILLE MARRIOTT HOTEL & CONFERENCE CENTER
   a) Consider resolution approving an Agreement with CHMWarnick to assist the City in negotiating Operations Agreement for the Coralville Hotel & Conference Center.

Note: CHMWarnick will assist the City with negotiation of all of the terms of a new Operator’s Agreement for the Coralville Hotel & Conference Center. This is not to exceed $10,000.00 per month and a $75,000.00 upon approval of all necessary agreements for continued operation of the Coralville Hotel & Conference Center.

20. TOBACCO CIVIL PENALTIES
   a) Consider resolution accepting payment of $1,500.00 Civil Penalty, 30-day suspension of Retail Cigarette Permit and Acknowledgement/Settlement Agreement from Walmart Stores, Inc.

Note: This civil penalty is for Walmart #2827 selling cigarettes to minors for the third time in a three-year period.

21. TRANSIT FARES AND PASSES
   a) Consider resolution setting a public hearing on proposed Transit fares and passes.

Note: The following are under consideration: $1.00 Adult Cash Fare; No Fare for children under 5-years old; $0.50 Youth Fare (Ages 5-18); No Fare for Senior (65+) and Disabled Card Holders; No Fare for ADA Paratransit Card Holder; No Fare required with Medicare Card; $2.00 24-Hour Pass; $1.00 Single-Ride Ticket; $8.50 10-Ride Pass; Discontinue 20-Ride Pass; $32.00 31-Day Adult Pass; $16.00 31-Day Youth (Ages 5-18) Pass. The public hearing will be May 25, 2021.

22. CITIZEN’S COMMUNITY POLICING ADVISORY BOARD APPOINTMENTS
a) Motion to concur with the recommendations of Mayor John A. Lundell for the following appointments:

**Citizen’s Community Policing Advisory Board:**

- Appoint Kathy Hotsenpiller 1997 Highview Road, Coralville
- Appoint Dennis Leytem 510 8th Avenue, Coralville
- Appoint Juan (Diego) Rivera 1323 Ozark Ridge, Coralville
- Appoint Delores Slade 733 13th Avenue, Coralville
- Appoint Cynthia Ukah 201 E. 9th Street, Coralville (NAACP Representative)
- Appoint Guillermo Morales 839 Spencer Drive, Iowa City (LULAC Representative)
- Appoint Steve Dolezal 1508 Brown Deer Road, Coralville (Law Enforcement Representative)

Note: These are for the new Citizen’s Community Policing Advisory Board.

23. CONSIDER MOTION TO APPROVE CONSENT CALENDAR AS PRESENTED OR AMENDED:

a) Approve minutes for the March 23, 2021 Coralville City Council Regular Meeting.
b) Approve new 8-Month Class B Beer Permit with Outdoor Service and Sunday Sales for **Coralville Creekside Ballpark**: Eff. 04/01.
c) Approve Class C Beer Permit with Sunday Sales for **La Lupita**: Eff. 04/21.
d) Approve Class C Liquor License with Outdoor Service and Sunday Sales for **La Vecina**: Eff. 04/22.
e) Approve Class C Liquor License with Carryout Wine, Catering Privilege, Outdoor Service and Sunday Sales for **Vesta**: Eff. 05/01.
f) Approve Class C Liquor License with Outdoor Service and Sunday Sales for **Konomi, Inc.**: Eff. 05/01.
g) Approve Class E Liquor License with Class B Wine Permit (Carryout Wine), Class C Beer Permit (Carryout Beer) and Sunday Sales for **Costco Wholesale #1111**: Eff. 05/01.
h) Approve Class C Liquor License with Brew Pub, High Proof Brew Pub, Outdoor Service and Sunday Sales for **Backpocket Brewing, LLC**: Eff. 05/05.
i) Approve new Class C Liquor License with Brew Pub, Catering Privilege, Outdoor Service and Sunday Sales for **Fuzzy’s Taco Shop – Coralville**: Eff. 05/05.
j) Approve payment for Brown Deer Golf Course FF&E Invoice to **Webstaurant** for one stainless steel solid half door reach-in refrigerator to replace the failed unit (#BD04282020): $3,169.00.
k) Approve payment to **Terracon Consultants, Inc.** for Brownfields Assessment Grant for work with Brownfields Coordinator on EPA ACRES submittal and community engagement (#TE91412): $3,834.60.
l) Approve payment to **Dano Enterprises, Inc.** for Solid Waste Department supplies (#00028490): $33,200.00.
m) Approve payment to **HR Green, Inc.** for:
   i) IRL Public Infrastructure Improvements 2nd Ave. 2018 (#141418) $896.16
   ii) Coral Ridge Avenue Phase II (#142421) $648.00
n) Approve Change Order #15 to **Miron Construction, Inc.** for the Wastewater Treatment Plant Improvements 2017 Project: +$29,502.61.
o) Approve quote and contract with **Quality Care** for the establishment of turf at the riverfront park area by August 2021: Not to exceed $19,359.00.
p) Approve the July 2020, August 2020 and September 2020 Treasurer’s Reports.
q) Approve attendance of Drew Montz to LEIN School in Johnston, IA from April 5-16, 2021: $1,408.00.
24. City Administrator’s report.
25. Mayor’s report.
27. Committee and Councilmember’s report.
28. Motion to adjourn.

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

1. Discussion of TNR Ordinance.
2. City Administrator’s time.
Date: 4/7/2021
To: Mayor, City Council, Kelly Hayworth
From: Tony Roetlin
Title: Director of Finance
CC:
Re: Creek Restoration & Mitigation – Stormwater or Wastewater Utility Financing
State Revolving Fund
(Proceedings to re-hold one of the hearings on the financing)

The proceedings included here are to re-hold the stormwater hearing for this financing. This is due to a noticing problem on the first stormwater hearing. The estimated financing amount is not to exceed $2,500,000. This financing is for the construction of improvements as part of the City’s Clear Creek restoration and mitigation project.

There are various elements yet to be finalized that have a bearing on whether the City’s Stormwater Utility or Wastewater Utility is the best avenue for the financing of this project. The intention is to utilize only one, and not both.

The City intends to fund the design of the project using the State Revolving Fund (SRF) loan program. This program can facilitate both the temporary and permanent financing. The City plans to utilize the planning and design portion of the SRF program. The City may utilize the permanent financing portion of the SRF program, or sale of credits may end up being sufficient to carry this program without permanent debt financing.

The net revenues of the Utility will be pledged to the repayment of this financing. However, the sale of streambank restoration credits is anticipated to be more than sufficient to cover the payments on this borrowing.

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

Thank you.

Tony Roetlin
Director of Finance
MINUTES TO HOLD HEARING ON ENTERING INTO A LOAN AGREEMENT (Storm Water)

626591-212

Coralville, Iowa

April 13, 2021

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 a loan agreement to finance the construction of storm water drainage improvements (the “Project”) as part of the City’s Clear Creek restoration and mitigation project, the City Clerk announced that no petition has been filed asking that the question of entering into such loan agreement be submitted to the registered voters of the City, and 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 a Loan Agreement in the amount not to exceed $2,500,000

WHEREAS, the City of Coralville (the “City”), in the County of Johnson, State of Iowa, did heretofore establish a Storm Water Management Utility (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, the City has heretofore proposed to enter into a loan agreement (the “Loan Agreement”) in a principal amount not to exceed $2,500,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost of constructing storm water drainage improvements (the “Project”) as part of the City’s Clear Creek restoration and mitigation project, and the City previously held a hearing thereon on January 26, 2021, and due to an error in the publication notice, the City published a second notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon; and no petition has been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City;

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

Section 1. The City Council hereby ratifies the publication of a second notice of public hearing, and determines to enter into the Loan Agreement in the future and orders that storm water 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 April 13, 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 relating to the hearing on the City Council’s intention to enter into a Loan Agreement in a principal amount not to exceed $2,500,000.

WITNESS MY HAND this _____ day of April, 2021.

____________________________________
City Clerk
At its regular meeting on March 23rd the City Council set this hearing. 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, 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.

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

Thank you.

Tony Roetlin
Director of Finance
MINUTES AND RESOLUTION REGARDING HEARING AND TO TAKE ADDITIONAL ACTION AND APPROVE OFFICIAL STATEMENT AND RELATED DOCUMENTS AND AUTHORIZING CALL (Series 2021A&B)

Coralville, Iowa

April 13, 2021

The City Council of the City of Coralville, Iowa, met on the above date at 6:30 p.m., at the Council Chambers, City Hall, Coralville, Iowa.

The City Council met electronically via Zoom, 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 being called, the following named Council Members were present and absent:

Present: 

Absent: 

***Other Business***

PUBLIC HEARING

The City Council investigated and found that a notice of intention to institute proceedings regarding general obligation essential corporate purpose refunding 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. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

MOTION TO APPROVE RESOLUTION

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.
RESOLUTION NO. _______

Resolution taking additional action to enter into loan agreements and providing for the sale of bonds, setting parameters for the sale of bonds, approving purchase agreements, official statements and other related documents, and authorizing the call of outstanding bonds

WHEREAS, the City of Coralville, in the County of Johnson, State of Iowa (the “City”), has proposed to enter into one or more loan agreements (the “Loan Agreements”) in the principal amount not to exceed $20,000,000 pursuant to the provisions of Section 384.24A and 384.24(3) of the Code of Iowa, purpose of paying a portion of the cost of: (1) refunding all or a portion of the City’s outstanding (a) General Obligation Capital Loan Notes, Series 2014F, (b) General Obligation Urban Renewal Bonds, Series 2014H, (c) General Obligation Corporate Purpose Bonds, Series 2015A, and (d) Taxable General Obligation Corporate Purpose Bonds, Series 2015B (the “Refunded Bonds”); and (2) paying related costs of issuance; and has published notice of the proposed action and has held a hearing thereon on April 13, 2021; and

WHEREAS, the City Council intends to issue general obligation bonds, in one or more series (the “Bonds”) in a principal amount not to exceed $20,000,000 in evidence of its obligations thereunder, and deems it advisable and necessary at this time to fix a date for the sale of the Bonds and to provide for the advertisement of such sale; and

WHEREAS, it has been proposed that the City enter into the aforementioned loan agreements with one or more purchasers (collectively, the “Underwriters”) and issue the Bonds in evidence of its obligations thereunder; and

WHEREAS, the form of one or more preliminary official statements (the “Preliminary Official Statements”) has been prepared to facilitate the sale of the Bonds, and it is now necessary to make provision for the approval of the Preliminary Official Statements and to authorize their use to market the Bonds; and

WHEREAS, the form of one or more purchase agreements (the “Bond Purchase Agreements”) between the City and the Underwriters has been prepared for the purchase of the Bonds by the Underwriters, and it is now necessary to make provision for the approval of the Bond Purchase Agreements, with such final terms to be determined at the time of the sale of the Bonds;

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 the Bonds 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.

Section 2. The Mayor, City Clerk, the City Administrator and/or City Treasurer/Director of Finance, each individually are authorized and directed to execute and deliver Bond Purchase Agreements setting forth the principal amount of the Bonds in an aggregate amount not to exceed $20,000,000, the maturity dates and the interest rates and
containing such other terms and provisions deemed appropriate by the City Administrator and/or City Treasurer/Director of Finance, such final interest rates and other terms to be determined in consultation with Piper Sandler & Co., the City’s Financial Advisor, as to acceptable market rates and terms, such interest rates shall not exceed 3.25%.

Section 3. The City Administrator, City Treasurer/Director of Finance, City Clerk and other officers and staff of the City are hereby authorized to take such action as shall be deemed necessary and appropriate with the assistance of the Financial Advisor, Bond Counsel, Disclosure Counsel and the Underwriters to prepare the Preliminary Official Statements describing the Bonds and providing for the terms and conditions of their sale and all action heretofore taken in this regard is hereby ratified and approved.

Section 4. The Preliminary Official Statements in substantially the forms as have been presented to and considered by the City Council are hereby approved, and the Financial Advisor and the Underwriters are hereby authorized to use the final Official Statements for the Bonds substantially in the form of said Preliminary Official Statements but with such changes therein as are required to conform the same to the terms of the Bonds and the resolutions, when adopted, providing for the sale and issuance of the Bonds, all in connection with the sale of the Bonds, and the Mayor, City Clerk, the City Administrator and/or City Treasurer/Director of Finance are each individually authorized and directed to execute the final Official Statements for the Bonds, if requested. The Official Statements as of their date are deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 5. The City Treasurer/Director of Finance is authorized and directed to provide written notice to each registrar and paying agent for the Refunded Bonds to effectuate the optional redemption of said Refunded Bonds in accordance with the financing plan established by the City, in consultation with its Financial Advisor and Bond Counsel. Upon such direction, each registrar and paying agent is hereby authorized to provide all notices required under the authorizing documents of the City.

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

Passed and approved April 13, 2021.

______________________________
Mayor

Attest:

______________________________
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.
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 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 relating to the authorization of certain Loan Agreements and general obligation bonds to be issued in evidence of the City’s obligation under the Loan Agreements 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.

WITNESS MY HAND this ______ day of April, 2021.

______________________________________
City Clerk
Date: 4/7/2021
To: Mayor & City Council
From: Scott Larson, PE
Title: City Engineer
CC: City Administrator Kelly Hayworth, City Clerk Thor Johnson
Re: Deer Creek Road Repair 2021

This project will reconstruct Deer Creek Road between the Iowa Interstate Railroad and 340th Street (excludes the bridge over Clear Creek). Construction will occur during overnight hours to maintain access to properties south of 340th Street. Council Meeting schedule:

April 20: Bids due by 2:00 PM and opened immediately thereafter.
April 27: Bid report and consider award of contract.
June 1: Project completion date.

Engineer's Estimate: $165,848.00
FORM OF PROPOSAL
DEER CREEK ROAD REPAIR 2021
Removal and replacement with new asphalt pavement between 340th St and Iowa Interstate RRXing

Name of Bidder: ________________________________

Address of Bidder: ________________________________

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:________________________________________

Date:________________________________________

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:

Page 1 of 2
## FORM OF PROPOSAL (cont.)
### DEER CREEK ROAD REPAIR 2021

<table>
<thead>
<tr>
<th>No.</th>
<th>SUDAS Item Code</th>
<th>Item Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>-</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>-</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>-</td>
<td>Flaggers</td>
<td>EA</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>7040-1.08-H</td>
<td>Pavement Removal</td>
<td>SY</td>
<td>1578</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>2010-1.08-G</td>
<td>Subgrade Preparation</td>
<td>SY</td>
<td>1790</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>2010-1.08-I</td>
<td>Modified Subbase, 6&quot; thick</td>
<td>SY</td>
<td>1790</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>7020-1.08-B</td>
<td>Base Lift, HMA High Traffic (HT) Base, 3/4 &quot; , PG 58-28S</td>
<td>SY</td>
<td>1578</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>7020-1.08-B</td>
<td>Lower Intermediate Lift, HMA High Traffic (HT) Intermediate, ½&quot;, PG 58-28S</td>
<td>SY</td>
<td>1578</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>7020-1.08-B</td>
<td>Upper Intermediate Lift: HMA High Traffic (HT) Intermediate, ½&quot;, PG 58-28H</td>
<td>SY</td>
<td>1578</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>7020-1.08-B</td>
<td>Surface Course: HMA High Traffic (HT) Surface, ½&quot;, PG 58-28H</td>
<td>SY</td>
<td>1578</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>1010-1.08-A</td>
<td>Subdrain, Longitudinal, 6&quot; dia.</td>
<td>LF</td>
<td>950</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>4040-1.08-D</td>
<td>Subdrain Outlet, Removable Fork Rodent Guard</td>
<td>EA</td>
<td>8</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>-</td>
<td>Granular Shoulder, 2' wide, 10&quot; thick</td>
<td>SY</td>
<td>212</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**BASE BID TOTAL:**

<table>
<thead>
<tr>
<th>No.</th>
<th>SUDAS Item Code</th>
<th>Item Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>2010-1.08-H</td>
<td>Subgrade Treatment, Geogrid, TriAx TX130S or approved equal</td>
<td>SY</td>
<td>1578</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

### Notes:

A. Construction staking, erosion control, and pavement markings by City.
B. Contractor shall provide proof of Railroad Protective Liability Insurance.
C. Contractor shall perform work between 10:30 PM and 6:00 AM if full road closure is preferred. Work may be performed between 7:00 PM and 10:30 PM, but flagger control is required to maintain access to Coralville Recreation Facilities.
D. Work shall conform to the current Iowa SUDAS Standard Specifications as modified.
E. Temporary traffic control shall conform to MUTCD 2009 guidelines.
F. Performance and Payment Bond in the amount of 100% of the awarded bid will be required.
G. City does not have a disposal site available for excavated or other waste material.
H. **Sealed Proposals are due by 2:00 PM, Tuesday, April 20, 2021, to the City Clerk, Coralville City Hall, 1512 7th St.**
I. Contract award will be considered at the April 27, 2021, City Council Meeting.
J. Completion date is June 1, 2021.
K. Questions can be directed to City Engineer Scott Larson, slarson@coralville.org, 319-248-1720.
Deer Creek Road Repair 2021

1" = 100'

30' wide ACC Pavement

6" Subdrain

Geotextile

10" Thick Asphalt

2" Surface Lift

Two 2" Intermediate Lifts

4" Base Lift

2.00%

2' Granular

Shoulder

6" Modified Subbase

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:
RESOLUTION NO. 2021-________

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT; ORDERING BIDS; SETTING A DATE FOR THE RECEIVING OF SAID BIDS; AND DIRECTING POSTING OF THE BID LETTING; ALL FOR THE DEER CREEK ROAD REPAIR 2021.

WHEREAS, the City Council of the City of Coralville, Iowa, has heretofore deemed it necessary and desirable to repair Duck Creek Road between the Iowa Interstate Railroad and 340th Street excluding the bridge over Clear Creek, the project having been referred to as the “Deer Creek Road Repair 2021”, hereinafter the “Project”; and

WHEREAS, the aforementioned plans, specifications, estimate of cost and form of contract for the proposed project were filed with the City Clerk for Council review and public inspection; and

WHEREAS, public hearing on the above-described plans, specifications, estimate of cost and form of contract for the proposed Project has now been held, said public hearing having been preceded by proper posted notice thereof as required by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the plans, specifications, estimate of cost and form of contract for the aforementioned Project is hereby approved. Be it further resolved that the City Staff and Administration be and the same are hereby authorized and directed to solicit bids for the project as follows: Bids for the aforementioned project shall be received by the City Clerk until 2 p.m., on Tuesday, April 20, 2021. Further, bid security for the aforementioned sealed bids is set at 5% of the bid price. The City Clerk is further directed to post notice of said bid letting as required by law.

* * * * * * * *

Passed and approved this 13th day of April, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

______________________________
Thorsten J. Johnson, City Clerk
This amendment adds two projects to the 12th Avenue UR Plan. First of all, up to $50,000 to assist in design on a project at NW corner of Highway 6 and 6th Avenue (former Sinclair site). The second project is the 75% incremental tax rebates for the BBCO mixed-use project being constructed north of the West Bank location on the east side of 10th Avenue.
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING AN AMENDMENT NO. 10 TO THE 12TH AVENUE URBAN RENEWAL PLAN AND 12TH AVENUE URBAN RENEWAL AREA.

WHEREAS, the City of Coralville heretofore adopted an Urban Renewal Plan for the 12th Avenue Urban Renewal Area; and

WHEREAS, the City Council of the City of Coralville heretofore has deemed it necessary and desirable to add an urban renewal projects to the Urban Renewal Plan as required by Chapter 403 of the Code of Iowa (2021); and

WHEREAS, the City Attorney has prepared an amendment to the 12th Avenue Urban Renewal Plan; and

WHEREAS, the City has held the required consultation with affected taxing entities as required by Chapter 403 of the Code of Iowa; and

WHEREAS, a public hearing has been held on the proposed adoption of said amendment to the 12th Avenue Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that:

1. That said amendment No. 10 to the 12th Avenue Urban Renewal Plan, attached as Exhibit “A” to this Resolution is hereby adopted and approved by the City Council.

2. That the City Clerk is hereby directed to record a copy of this Resolution, along with said amendment in the Office of the Johnson County Recorder as required by law.

Passed and approved this 13th day of April, 2021.
John A. Lundell, Mayor

ATTEST:

__________________________
Thorsten J. Johnson, City Clerk
AMENDMENT NO. 10 AMENDMENT TO THE AMENDED AND RESTATED 12TH AVENUE URBAN RENEWAL PLAN

WHEREAS, the City Council of the City of Coralville, via Resolution 2013-61, passed and approved on February 26, 2013, adopted the Amended and Restated 12th Avenue Urban Renewal Plan (also known as “Amendment No. 8” to the 12th Avenue Urban Renewal Plan”); and

WHEREAS, pursuant to Chapter 403 of the Code of Iowa, cities need to specifically list the Urban Renewal Projects that will be funded using incremental tax revenues; and

WHEREAS, the City Council has deemed it necessary and desirable to add an urban renewal project to the Amended and Restated Plan.

NOW, THEREFORE, the Amended and Restated Urban Renewal Plan is hereby amended as follows:

1. In Section VI, entitled Urban Renewal Actions, the following amendments are hereby made:

   Section VI is hereby amended by adding the following Urban Renewal Projects which will read as follows:

   “8. Development Agreement with BBCO, LLC (mixed use project), for incremental tax revenue rebates for 75% of available revenues for years 11 through 20 after issuance of certificate of Occupancy.

   7. Design development agreement for property at northwest corner of 2nd Street and 6th Avenue ($50,000.00)

3. Except as modified by this Amendment No. 10, the original provisions of the Urban Renewal Plan are hereby ratified, affirmed and approved and shall remain in full force and effect.

4. The City current list of obligations is attached to this Amendment No 10 as Exhibit “A.”

5. This Amendment to the Urban Renewal Plan shall be in full force and effect upon adoption by the City Council and shall be referred to as “Amendment No. 10 to the Amended and 12th Avenue Urban Renewal Plan.”
6. Any parts of this Amendment to the Amended and Restated Urban Renewal Plan in conflict with the provisions of this Amendment are hereby repealed.
EXHIBIT “A”

Debt Limit.

The amount of general obligation debt a political subdivision of the State of Iowa can incur is controlled by the constitutional debt limit, which is an amount equal to 5% of the actual taxable value of property within the corporate limits, taken from the last County tax list. The issuer’s debt limit, based upon said valuation, amounts to the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual value of property 1/1/2019</td>
<td>$2,772,301,202</td>
</tr>
<tr>
<td></td>
<td>$138,615,060</td>
</tr>
<tr>
<td>Statutory Debt Limit</td>
<td></td>
</tr>
<tr>
<td>General Obligation Bonds</td>
<td>$137,711,777</td>
</tr>
<tr>
<td>FY22 Annual Appropriations</td>
<td>$12,530,661</td>
</tr>
<tr>
<td>Less principal portion of reserve fund</td>
<td>$(15,968,327)</td>
</tr>
<tr>
<td>Less FY 21 Annual Appropriations</td>
<td>$(6,980,126)</td>
</tr>
<tr>
<td>Total debt subject to limit</td>
<td>$127,293,984</td>
</tr>
<tr>
<td>Percentage of debt limit consumed</td>
<td>91.83%</td>
</tr>
<tr>
<td>Surplus capacity over debt limit</td>
<td>$11,321,076</td>
</tr>
</tbody>
</table>
Date: 3/5/2021
To: Honorable Mayor Lundell and City Council Members
From: David Johnson
Title: Community Development Director
Re: Town Center One, Lot 1 - Rezoning, PUD-B Site Plan, Preliminary Plat and Final Plat

Introduction
This memorandum forwards the request BBCO, LLC to approve rezoning the property from the C-2 Arterial Commercial District and C-3 General Commercial District to a C-PUD-2 district, a PUD-B Site Plan, Preliminary Plat, and Final Plat for Town Center One, Lot 1. Enclosed is the Site Plan, rezoning application, preliminary plat, and final plat.

Staff Analysis
The applicant is proposing a mixed-use building with 80 dwelling units and one commercial unit on the first floor on 1.21 acres located on the east side of 10th Avenue approximately 250’ north of the intersection 2nd Street and 10th Avenue. There will be 64 one-bedroom units and 16 two-bedroom units. Building materials are predominantly brick veneer, split face block, and masonry board. Construction is planned to start Spring of 2021 and conclude in July 2022.

The proposed development has an average density of 64 dwelling units per acre and has a floor area ratio of 1.12. The development would typically require 135 parking stalls. The development provides 119 parking stalls. 75 stalls are enclosed parking on the lower level and 1st floor. The remaining 44 stalls are evenly divided on-street and off-street parking. Coralville City Staff supports providing flexibility in the number of parking stalls for this project. Planned Unit Development (PUD) projects are intended to provide flexibility in the design of planned projects in order to encourage innovation in project design that incorporates open space and other amenities; and to insure the compatibility of developments with the surrounding urban environment. Staff feels onsite parking can be adequately managed and the proposed building and site design and use, as well as use of enclosed parking meets the intent of a PUD District. The use and density can also be considered consistent with the Coralville Community Plan Map designation of Mixed-Use as well as housing goals outlined in the Coralville Community Plan.

Recommendation of the Commission
The Planning and Planning and Zoning Commission reviewed the request at their March 3, 2021 meeting. By a vote of 7-0 the Commission recommended to approve rezoning the property from the C-2 Arterial Commercial District and C-3 General Commercial District to a C-PUD-2 district, the PUD-B Site Plan, Preliminary Plat, and Final Plat for Town Center One, Lot 1.
NEW MULTI-USE BUILDING
411 10TH AVENUE, CORALVILLE, IOWA
BLYSKY DEVELOPERS, INC.
ZONING DISTRICT AMENDMENT PETITION

Address of Property: 411, 413, 415 & 417 12th Avenue  Date: 01/04/2021

Legal Description of Property: Please see attached

Owner / Applicant Name: City of Coralville / BBCO LLC

E-Mail: djohnson@coralville.org / r.blainethomas@yahoo.com  Phone: 319-248-1728

Contact Name: BBCO LLC  
(If different from Owner / Applicant)

E-Mail: r.blainethomas@yahoo.com  Phone: 319-631-3138

Reason for Request: ________________________________

Amendment would rezone the property from: C3 & C2  to: C-PUD-2

Submit: ☑ Concept Development Plan  See attached PUD site plan

☑ Existing & Proposed Zoning Exhibits

☑ Vicinity / Site Map

☐ Submit .shp or .dwg file of amendment boundary

☑ Submit Property Owner’s names & addresses within 200’ feet of affected property
  (Submit properties / list on address labels or using Avery #5160 template)

☐ **$300 Fee *due with Amendment Petition *Public Notice fees will be billed following scheduled meeting date

Submit Zoning District Amendment Petition and supporting documents to the Coralville Building Department

Office Use Only □

Fee Paid: $__________  Check # ___________  Date: ____________

Public Hearing Advertised: ________________________________

Property Owner Notifications Sent: ________________________________

Planning & Zoning Public Hearing Date: ________________________________

Planning & Zoning Recommendation: ________________________________

City Council Public Hearing Advertised: ________________________________

City Council Hearing Date: ________________________________

City Council Decision: ________________________________
REZONING EXHIBIT
TOWN CENTER ONE
CORALVILLE, JOHNSON COUNTY, IOWA

DESCRIPTION - TRACT #1 (REZONE FROM C3 TO C-PUD-2)

Commencing at the Southwest Corner of Section 5, Township 79 North, Range 6 West, of the Fifth Principal Meridian, Coralville, Johnson County, Iowa; Thence N0°00'00"E, along the West Line of the Southwest Quarter of said Section 5, a distance of 654.30 feet, to the Point of Beginning; Thence N0°00'00"E, along said West Line, 143.84 feet; Thence S88°59'41"E, 175.18 feet; Thence S88°59'41"E, along the North Line of an Existing 25.00 foot wide platted Easement; Thence N89°34'41"W, along said North Line, 175.18 feet, to the Point of Beginning, containing 0.54 acre, (23,669 square feet), and subject to easements and restrictions of record.

DESCRIPTION - TRACT #2 (REZONE FROM C2 TO C-PUD-2)

Commencing at the Southwest Corner of Section 5, Township 79 North, Range 6 West, of the Fifth Principal Meridian, Coralville, Johnson County, Iowa; Thence N0°00'00"E, along the West Line of the Southwest Quarter of said Section 5, a distance of 654.30 feet, to the Point of Beginning; Thence S89°34'41"E, along said South Line, and the West Line of 808 on 5th Addition, in accordance with the Plat of Record in Plat Book 2 at Page 68 of the Records of the Johnson County Recorder's Office; Thence S83°52'39"E, along said South Line, and the West Line of 808 on 5th Addition, in accordance with the Plat thereof Recorded in Plat Book 58 at Page 320 of the Records of the Johnson County Recorder's Office, 190.22 feet; Thence S0°00'00"E, along said West Line, 221.51 feet; Thence N89°34'41"W, along the North Line of said Existing 25.00 feet wide platted Easement, 151.00 feet, to the Point of Beginning, containing 0.79 acre, (34,381 square feet), and subject to easements and restrictions of record.
ORDINANCE NO. 2021-1004

AN ORDINANCE AMENDING THE CORALVILLE ZONING ORDINANCE, THE SAME BEING ORDINANCE NO. 2020-1009, AS PREVIOUSLY AMENDED, REZONING CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CORALVILLE, JOHNSON COUNTY, IOWA AND GENERALLY KNOWN AS TOWN CENTER ONE, LOT 1 FROM C-2, ARTERIAL COMMERCIAL DISTRICT, AND C-3, GENERAL COMMERCIAL DISTRICT, TO C-PUD 2, COMMERCIAL PLANNED UNIT DEVELOPMENT TWO DISTRICT.

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF CORALVILLE, JOHNSON COUNTY, IOWA, AS FOLLOWS:

Section 1. District Map. The District Zoning Map as established in Ordinance Number 2020-1009 and referenced in Chapter 165.07 of the City of Coralville Code of Ordinances - 2011 (as amended) is hereby amended by showing that certain property generally known as Town Center One, Lot 1 and legally described as in Exhibit “A” as being located in a C-PUD 2, Commercial Planned Unit Development Two District, in place of a C-2, Arterial Commercial District, and C-3, General Commercial District.

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

* * * * * * *

Passed and approved this ____ day of April, 2021.

John A. Lundell, Mayor

ATTEST:

____________________________
Thorsten J. Johnson, City Clerk
The Legal Description is as follows:

DESCRIPTION - TRACT #1 (REZONE FROM C3 TO C-PUD-2)

Commencing at the Southwest Corner of Section 5, Township 79 North, Range 6 West, of the Fifth Principal Meridian, Coralville, Johnson County, Iowa; Thence N00°07'17"E, along the West Line of the Southwest Quarter of said Section 5, a distance of 654.30 feet, to the Point of Beginning; Thence N00°07'17"E, along said West Line, 143.84 feet; Thence S83°53'29"E, 176.14 feet; Thence S00°07'17"W, 126.38 feet, to a point on the North Line of an Existing 25.00 foot wide platted Easement; Thence N89°34'41"W, along said North Line, 175.18 feet, to the Point of Beginning, containing 0.54 acre, (23,669 square feet), and subject to easements and restrictions of record.

DESCRIPTION - TRACT #2 (REZONE FROM C2 TO C-PUD-2)

Commencing at the Southwest Corner of Section 5, Township 79 North, Range 6 West, of the Fifth Principal Meridian, Coralville, Johnson County, Iowa; Thence N00°07'17"E, along the West Line of the Southwest Quarter of said Section 5, a distance of 654.30 feet; Thence S89°34'41"E, along the North Line of an Existing 25.00 foot wide platted Easement, 175.18 feet, to the Point of Beginning; Thence N00°07'17"E, 236.38 feet, to a Point on the South Line of Block 18 of Coralville Heights, in accordance with the Plat thereof Recorded in Plat Book 2 at Page 68 of the Records of the Johnson County Recorder's Office; Thence S83°53'29"E, along said South Line, and the West Line of 808 on 5th Addition, in accordance with the Plat thereof Recorded in Plat Book 58 at Page 320 of the Records of the Johnson County Recorder's Office, 150.22 feet; Thence S00°17'29"E, along said West Line, 221.51 feet; Thence N89°34'41"W, along the North Line of said Existing 25.00 foot wide platted Easement, 151.00 feet, to the Point of Beginning, containing 0.79 acre, (34,381 square feet), and subject to easements and restrictions of record.

TOWN CENTER ONE, LOT 1, CORALVILLE, JOHNSON COUNTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF, CONTAINING 1.21 ACRES AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING THE PRELIMINARY PLAT FOR LOT 1, TOWN CENTER ONE, CORALVILLE, IOWA.

WHEREAS, the owner did file with the City Clerk of Coralville, on January 29, 2021, a Preliminary Plat for Lot 1, Town Center One, Coralville, Iowa; and

WHEREAS, said Preliminary Plat has been examined by the Planning and Zoning Commission of Coralville, Iowa; and

WHEREAS, recommendations from both said Commission and City Staff have been received and considered; and

WHEREAS, said Preliminary Plat has found to be in compliance with the requirements of the City of Coralville Code of Ordinances and all other statutory requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that said Preliminary Plat for Lot 1, Town Center One, Coralville, Iowa, be and the same are hereby approved.

* * * * * * * *

Passed and approved this 13th day of April, 2021.

________________________________
John A. Lundell, Mayor

ATTEST:

________________________________
Thorsten J. Johnson, City Clerk
RESOLUTION NO. 2021-____

RESOLUTION APPROVING THE FINAL PLAT FOR EAGLE BEND AT LOT 1, TOWN CENTER ONE, CORALVILLE, IOWA.

WHEREAS, the developer did file with the City Clerk of Coralville, on January 29, 2021, a final platting of Lot 1, Town Center One, Coralville, Iowa; and

WHEREAS, the legal description for said Subdivision is described as in Exhibit A; and

WHEREAS, said property has been dedicated with the free consent and in accordance with the desires of the owner; and

WHEREAS, the aforementioned plat and subdivision is found to conform with Chapter 354 of the State Code of Iowa, Chapter 170 of the Coralville Code of Ordinances, and all other ordinances and statutory requirements; and

WHEREAS, said final platting of the aforementioned subdivision has been examined by the Coralville Planning and Zoning Commission; and

WHEREAS, recommendations from both said Commission and City Staff have been made; and

WHEREAS, after due deliberation, said Commission has recommended that the final platting of the proposed subdivision, be accepted and approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the final platting of Lot 1, Town Center One, Coralville, Iowa be and the same is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk of the City of Coralville, Iowa, is hereby authorized and directed to certify a copy of this Resolution to the County Recorder of Johnson County, Iowa.

* * * * * *

Passed and approved this 13th day of April, 2021.

__________________________________________
John A. Lundell, Mayor

ATTEST:

__________________________________________
Thorsten J. Johnson, City Clerk
EXHIBIT “A”

The Legal Description is as follows:

DESCRIPTION - TRACT #1 (REZONE FROM C3 TO C-PUD-2)

Commencing at the Southwest Corner of Section 5, Township 79 North, Range 6 West, of the Fifth Principal Meridian, Coralville, Johnson County, Iowa; Thence N00°07'17"E, along the West Line of the Southwest Quarter of said Section 5, a distance of 654.30 feet, to the Point of Beginning; Thence N00°07'17"E, along said West Line, 143.84 feet; Thence S83°53'29"E, 176.14 feet; Thence S00°07'17"W, 126.38 feet, to a point on the North Line of an Existing 25.00 foot wide platted Easement; Thence N89°34'41"W, along said North Line, 175.18 feet, to the Point of Beginning, containing 0.54 acre, (23,669 square feet), and subject to easements and restrictions of record.

DESCRIPTION - TRACT #2 (REZONE FROM C2 TO C-PUD-2)

Commencing at the Southwest Corner of Section 5, Township 79 North, Range 6 West, of the Fifth Principal Meridian, Coralville, Johnson County, Iowa; Thence N00°07'17"E, along the West Line of the Southwest Quarter of said Section 5, a distance of 654.30 feet; Thence S89°34'41"E, along the North Line of an Existing 25.00 foot wide platted Easement, 175.18 feet, to the Point of Beginning; Thence N00°07'17"E, 236.38 feet, to a Point on the South Line of Block 18 of Coralville Heights, in accordance with the Plat thereof Recorded in Plat Book 2 at Page 68 of the Records of the Johnson County Recorder's Office; Thence S83°53'29"E, along said South Line, and the West Line of 808 on 5th Addition, in accordance with the Plat thereof Recorded in Plat Book 58 at Page 320 of the Records of the Johnson County Recorder's Office, 150.22 feet; Thence S00°17'29"E, along said West Line, 221.51 feet; Thence N89°34'41"W, along the North Line of said Existing 25.00 foot wide platted Easement, 151.00 feet, to the Point of Beginning, containing 0.79 acre, (34,381 square feet), and subject to easements and restrictions of record.

TOWN CENTER ONE, LOT 1, CORALVILLE, JOHNSON COUNTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF, CONTAINING 1.21 ACRES AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
RESOLUTION NO. 2021-______

RESOLUTION APPROVING THE PUD-B SITE PLAN FOR LOT 1, TOWN CENTER ONE, CORALVILLE, IOWA.

WHEREAS, the Developer has heretofore submitted the PUD-B Site Plan for that certain parcel legally described as Lot 1, Town Center One, Coralville, Iowa (the “Parcel”); and

WHEREAS, said Site Plan has heretofore been reviewed by City Staff and the Planning and Zoning Commission; and

WHEREAS, the Site Development Plan has been found to conform to Chapter 165 of the Coralville Code of Ordinances; and

NOW, THEREFORE, be it resolved by the City Council of the City of Coralville that the PUD-B Site Plan for the Parcel be and the same are hereby accepted and approved.

* * * * * *

Passed and approved this 13th day of April, 2021.

John A. Lundell, Mayor

ATTEST:

Thorsten J. Johnson, City Clerk
Date: 4/8/2021
To: Hon. Mayor and City Councilmembers
From: Kevin D. Olson
Title: City Attorney
CC: Thorsten J. Johnson
Re: BBCO development agreement

This agreement is for the development of an approximate 1.13 acre lot currently owned by the City to BBCO, LLC (the “Developer”). The developer will purchase the lot from the City for the sum of $500,000 and the Developer will construct a mixed use project on this site, which is located on the east side of 10th Avenue, north of the West Bank location.

In exchange for buying the lot and constructing the Project, the City will grant a 75% tax abatement to the developer for years 1-10 and a 75% incremental tax rebate to the developer for years 11-20 (subject to annual appropriation of the City Council).

Kevin
RESOLUTION NO. 2021-_______

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH BBCO, LLC FOR LOT 1, TOWN CENTER ONE, CORALVILLE, IOWA.

WHEREAS, the City is the owner of Lot 1, Town Center One, Coralville, Iowa (the “Property”); and

WHEREAS, the City and BBCO, LLC (the “Developer”) have negotiated a Development Agreement whereby the City will sell Lot 1, Town Center One, Coralville, Iowa, to the Developer for the sum of $500,000; and

WHEREAS, as part of the Development Agreement, the Developer will construct a mixed-use building on the Property and the City will provide abatements and incremental tax rebates over a 20 year time period; and

WHEREAS, a public hearing has been held on the development agreement and proposed disposal of Lot 1 to the Developer; and

WHEREAS, it is in the best interest of the City to approve this Development Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the aforementioned Development Agreement be and the same is hereby approved.

BE IT FURTHER RESOLVED that the disposal of Lot 1 to the Developer is hereby approved and that the Mayor and City Clerk are directed to execute a Warranty Deed to the Developer for said Lot 1.

* * * * * * *

Passed and approved this 13th day of April, 2021.

________________________________
John A. Lundell, Mayor

ATTEST:

________________________________
Thorsten J. Johnson, City Clerk
Date: 4/8/2021
To: Hon. Mayor and City Councilmembers
From: Kevin D. Olson
Title: City Attorney
CC: Thorsten J. Johnson
Re: BBCO development agreement

This agreement is for the development of an approximate 1.13 acre lot currently owned by the City to BBCO, LLC (the “Developer”). The developer will purchase the lot from the City for the sum of $500,000 and the Developer will construct a mixed use project on this site, which is located on the east side of 10th Avenue, north of the West Bank location.

In exchange for buying the lot and constructing the Project, the City will grant a 75% tax abatement to the developer for years 1-10 and a 75% incremental tax rebate to the developer for years 11-20 (subject to annual appropriation of the City Council).

Kevin
City of Coralville
MEMORANDUM

Date: 3/5/2021
To: Honorable Mayor Lundell and City Council Members
From: David Johnson
Title: Community Development Director
Re: Lot 1, Redhawk Subdivision, Part Two – Rezoning and PUD-B Site Plan

Introduction
This memorandum forwards a request from Coral Ridge Avenue Commercial, LLC to approve rezoning the property from C-PUD-1 to C-PUD-2 and a PUD-B Site Plan for Lot 1, Redhawk Subdivision, Part Two. Enclosed is the rezoning application, site plan, and supporting materials.

Staff Analysis
Coral Ridge Avenue Commercial, LLC is proposing a 2,311 square foot drive-through restaurant at this 0.60-acre site. Construction would begin in the Spring of this year and conclude Fall of this year. The development will provide 25 parking spaces and one ADA stall which complies with City parking standards. Stormwater will be managed by shared bio-cells provided on Lot 2.

The building will primarily consist of brick, silver metal trim, and brown composite horizontal siding installed edge-to-edge. Outdoor dining and patio space will be provided immediately south of this development.

City Staff have reviewed the proposal. The requested C-PUD-2 rezoning can be considered consistent with the Coralville Community Plan designation of Corridor Commercial and desired development patterns in this location. The proposed PUD-B Site Plan complies with applicable development standards and city code. The building design, sign, and landscaping designs can be considered consistent with the design objectives outlined in the West Land Use Area Master Plan.

Recommendation of the Commission
The Planning and Zoning Commission reviewed the request at their March 3, 2021 meeting. By a vote of 7-0 the Commission recommended to approve rezoning the property from C-PUD-1 to C-PUD-2 and the PUD-B Site Plan for Lot 1, Redhawk Subdivision, Part Two.
ZONING DISTRICT AMENDMENT PETITION

Address of Property: 3280 Redhawk St (Lot 1 Redhawk Subdivision - Part Two)  Date: 12/08/2020

Legal Description of Property: Please see attached

Owner / Applicant Name: CORAL RIDGE AVE COMMERCIAL, LLC

E-Mail: jsseamans@iowaco.com  Phone: 319-213-4884

Contact Name: Josh Seamans  (different from Owner / Applicant)

E-Mail: jsseamans@iowaco.com  Phone: 319-213-4884

Reason for Request: Rezone to PUD-2 for approval of a PUD-B site plan

Amendment would rezone the property from: C-PUD-1  to: C-PUD-2

Submit:

☑ Concept Development Plan  *Please see previously submitted site plan
☐ Existing & Proposed Zoning Exhibits
☐ Vicinity/ Site Map
☐ Submit .shp or .dwg file of amendment boundary
☐ Submit Property Owner’s names & addresses within 200’ feet of affected property
  (Submit properties / list on address labels or using Avery #5160 template)
☐ $300 Fee  *due with Amendment Petition  *Public Notice fees will be billed following scheduled meeting date

Submit Zoning District Amendment Petition and supporting documents to the Coralville Building Department

Office Use Only

Fee Paid: $________________ Check # __________________ Date: __________________

Public Hearing Advertised: __________________
Property Owner Notifications Sent: __________________
Planning & Zoning Public Hearing Date: __________________
Planning & Zoning Recommendation: __________________

City Council Public Hearing Advertised: __________________
City Council Hearing Date: __________________
City Council Decision: __________________
REZONING EXHIBIT
LOT 1 OF REDHAWK SUBDIVISION - PART TWO
TO CORALVILLE, JOHNSON COUNTY, IOWA

ZONING DESCRIPTION - C-PUD1 TO C-PUD2
LOT 1 OF REDHAWK SUBDIVISION - PART TWO, CORALVILLE, JOHNSON COUNTY, IOWA, IN
ACCORDANCE WITH THE RESERVOIR, soll REZONING PARCEL CONTAINS 0.80 ACRE, AND
IS SUBJECT TO EASEMENTS AND
RESTRICTIONS OF RECORD.
March 12, 2021

Mayor John Lundell,
Coralville City Hall
1512 7th St.
P.O. Box 5127
Coralville, IA 52241

Mayor Lundell,

On behalf of my clients, Coral Commerce Investors LLC, and Coral Ridge Ave Commercial, LLC, we request City Council to collapse the 2nd and 3rd considerations of the rezoning of Lot 1 Redhawk Subdivision Part Two, and Lot 2 Redhawk Subdivision Part Two. The proposed rezoning will change the properties from the existing C-PUD-1 Commercial Planned Unit Development One to C-PUD-2 Commercial Planned Unit Development Two. These rezoning amendments are being considered in conjunction with the PUD-B Site Plan for each property.

We have worked with city staff to ensure the rezoning and PUD-B Site Plan meet the West Land Use requirements to their satisfaction. The collapsed considerations will allow site development to proceed in a timely manner, meeting the schedule needed for the proposed occupants.

Thank you for your consideration of this matter.

Respectfully Submitted,

[Signature]

Jon Marner
MMS Consultants, Inc.

CC: Thor Johnson, City Clerk
ORDINANCE NO. 2021-1005

AN ORDINANCE AMENDING THE CORALVILLE ZONING ORDINANCE, THE SAME BEING ORDINANCE NO. 2020-1009, AS PREVIOUSLY AMENDED, REZONING CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CORALVILLE, JOHNSON COUNTY, IOWA AND GENERALLY KNOWN AS REDHAWK SUBDIVISION, PART TWO, LOT 1 FROM C-2, ARTERIAL COMMERCIAL DISTRICT, TO R-PUD 2, RESIDENTIAL PLANNED UNIT DEVELOPMENT TWO DISTRICT.

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF CORALVILLE, JOHNSON COUNTY, IOWA, AS FOLLOWS:

Section 1. District Map. The District Zoning Map as established in Ordinance Number 2020-1009 and referenced in Chapter 165.07 of the City of Coralville Code of Ordinances - 2011 (as amended) is hereby amended by showing that certain property generally known as Redhawk Subdivision, Part Two, Lot 1 and legally described as in Exhibit “A” as being located in a R-PUD 2, Residential Planned Unit Development Two District, in place of a C-2, Arterial Commercial District.

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

* * * * * *

Passed and approved this ____ day of April, 2021.

____________________________
John A. Lundell, Mayor

ATTEST:

____________________________
Thorsten J. Johnson, City Clerk
EXHIBIT “A”

The legal description is as follows:

LOT 1 OF REDHAWK SUBDIVISION, CORALVILLE, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 63, AT PAGE 257, IN THE RECORDS OF THE JOHNSON COUNTY RECORDER’S OFFICE. SAID TRACT OF LAND CONTAINS 0.60 ACRES, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
RESOLUTION NO. 2021-_______

RESOLUTION APPROVING THE PUD-B SITE PLAN FOR LOT 1, REDHAWK SUBDIVISION, PART TWO, CORALVILLE, IOWA.

WHEREAS, the Developer has heretofore submitted the PUD-B Site Plan for that certain parcel legally described as Lot 1, Redhawk Subdivision, Part Two, Coralville, Iowa (the “Parcel”); and

WHEREAS, said Site Plan has heretofore been reviewed by City Staff and the Planning and Zoning Commission; and

WHEREAS, the Site Development Plan has been found to conform to Chapter 165 of the Coralville Code of Ordinances; and

NOW, THEREFORE, be it resolved by the City Council of the City of Coralville that the PUD-B Site Plan for the Parcel be and the same are hereby accepted and approved.

* * * * * *

Passed and approved this 13th day of April, 2021.

__________________________________________
John A. Lundell, Mayor

ATTEST:

__________________________________________
Thorsten J. Johnson, City Clerk
Date: 3/5/2021
To: Honorable Mayor Lundell and City Council Members
From: David Johnson
Title: Community Development Director
Re: Lot 2, Redhawk Subdivision, Part Two – Rezoning and PUD-B Site Plan

Introduction
This memorandum forwards a request from Coral Commerce Investors, LLC to approve rezoning the property from C-PUD-1 to C-PUD-2 and a PUD-B Site Plan for Lot 1, Redhawk Subdivision, Part Two. Enclosed is the rezoning application, site plan, and supporting materials.

Staff Analysis
Coral Commerce Investors, LLC is proposing a 4,418 square foot retail building at this 0.65-acre site. Construction would begin in the Spring of this year and conclude Fall of this year. The development will provide 20 parking spaces and one ADA stall which complies with City parking standards. Stormwater will be managed by bio-cells shared with Lot 1 north of this development. The building will style and materials are identical to Lot 1 and will primarily consist of brick, silver metal trim, and brown composite horizontal siding installed edge-to-edge.

City Staff have reviewed the proposal. The requested C-PUD-2 rezoning can be considered consistent with the Coralville Community Plan designation of Corridor Commercial and desired development patterns in this location. The proposed PUD-B Site Plan complies with applicable development standards and city code. The building, sign, and landscaping designs can be considered consistent with the design objectives outlined in the West Land Use Area Master Plan.

Recommendation of the Commission
The Planning and Zoning Commission reviewed the request at their March 3, 2021 meeting. By a vote of 7-0 the Commission recommended to approve rezoning the property from C-PUD-1 to C-PUD-2 and the PUD-B Site Plan for Lot 2, Redhawk Subdivision, Part Two.
Redhawk Part Two - Coralville, IA
Preliminary Retail Building Renderings
Submitted 11/2/20
ZONING DISTRICT AMENDMENT PETITION

Address of Property: 3280 Redhawk St (Lot 2 Redhawk Subdivision - Part Two)  
Date: 12/08/2020

Legal Description of Property: Please see attached

Owner / Applicant Name: CORAL COMMERCE INVESTORS LLC

E-Mail: ben@buildosullinc.com  
Phone: 319-512-2322

Contact Name: Ben Logidon

E-Mail: ben@buildosullinc.com  
Phone: 319-512-2322

Reason for Request: Rezone to PUD-2 for approval of a PUD-B site plan

Amendment would rezone the property from: C-PUD-1  
to: C-PUD-2

Submit:  
☑ Concept Development Plan *Please see previously submitted site plan

☑ Existing & Proposed Zoning Exhibits

☑ Vicinity / Site Map

☐ Submit .shp or .dwg file of amendment boundary

☑ Submit Property Owner’s names & addresses within 200’ feet of affected property

(Submit properties / list on address labels or using Avery #5160 template)

☑ *$300 Fee *due with Amendment Petition  
*Public Notice fees will be billed following scheduled meeting date

Submit Zoning District Amendment Petition and supporting documents to the Coralville Building Department

Office Use Only

Fee Paid: $_______________  
Check # _____________  
Date: ________________

Public Hearing Advertised: __________________________

Property Owner Notifications Sent: __________________________

Planning & Zoning Public Hearing Date: __________________________

Planning & Zoning Recommendation: __________________________

City Council Public Hearing Advertised: __________________________

City Council Hearing Date: __________________________

City Council Decision: __________________________
REZONING EXHIBIT
LOT 2 OF REDHAWK SUBDIVISION - PART TWO
TO CORALVILLE, JOHNSON COUNTY, IOWA

ZONING DESCRIPTION - C-PUD1 TO C-PUD2
LOT 2 OF REDHAWK SUBDIVISION - PART TWO, CORALVILLE, JOHNSON COUNTY, IOWA, IN ACCORDANCE WITH RECORDED PLAT THEREOF. SAID REZONING PARCEL CONTAINS 0.85 ACRE, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LOCATION MAP - NTS

CORALVILLE
JOHNSON COUNTY
IOWA
MMS CONSULTANTS, INC.
Coralville, IA 52241

12-04-2020
1
1
1
1
1
7331-057

REZONING EXHIBIT
LOT 2
REDHAWK SUBDIVISION
PART TWO

Coralville, Johnson County, Iowa

MMS Consultants, Inc.

12-04-2020
1
1
1
1
1
7331-057
March 12, 2021

Mayor John Lundell,
Coralville City Hall
1512 7th St.
P.O. Box 5127
Coralville, IA 52241

Mayor Lundell,

On behalf of my clients, Coral Commerce Investors LLC, and Coral Ridge Ave Commercial, LLC, we request City Council to collapse the 2nd and 3rd considerations of the rezoning of Lot 1 Redhawk Subdivision Part Two, and Lot 2 Redhawk Subdivision Part Two. The proposed rezoning will change the properties from the existing C-PUD-1 Commercial Planned Unit Development One to C-PUD-2 Commercial Planned Unit Development Two. These rezoning amendments are being considered in conjunction with the PUD-B Site Plan for each property.

We have worked with city staff to ensure the rezoning and PUD-B Site Plan meet the West Land Use requirements to their satisfaction. The collapsed considerations will allow site development to proceed in a timely manner, meeting the schedule needed for the proposed occupants.

Thank you for your consideration of this matter.

Respectfully Submitted,

[Signature]

Jon Marner
MMS Consultants, Inc.

CC: Thor Johnson, City Clerk
ORDINANCE NO. 2021-1006

AN ORDINANCE AMENDING THE CORALVILLE ZONING ORDINANCE, THE SAME BEING ORDINANCE NO. 2020-1009, AS PREVIOUSLY AMENDED, REZONING CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CORALVILLE, JOHNSON COUNTY, IOWA AND GENERALLY KNOWN AS REDHAWK SUBDIVISION, PART TWO, LOT 2 FROM C-2, ARTERIAL COMMERCIAL DISTRICT, TO R-PUD 2, RESIDENTIAL PLANNED UNIT DEVELOPMENT TWO DISTRICT.

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF CORALVILLE, JOHNSON COUNTY, IOWA, AS FOLLOWS:

Section 1. District Map. The District Zoning Map as established in Ordinance Number 2020-1009 and referenced in Chapter 165.07 of the City of Coralville Code of Ordinances - 2011 (as amended) is hereby amended by showing that certain property generally known as Redhawk Subdivision, Part Two, Lot 2 and legally described as in Exhibit “A” as being located in a R-PUD 2, Residential Planned Unit Development Two District, in place of a C-2, Arterial Commercial District.

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

* * * * * *

Passed and approved this ____ day of April, 2021.

____________________________
John A. Lundell, Mayor

ATTEST:

____________________________
Thorsten J. Johnson, City Clerk
EXHIBIT “A”

The legal description is as follows:

LOT 2 OF REDHAWK SUBDIVISION, CORALVILLE, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 63, AT PAGE 257, IN THE RECORDS OF THE JOHNSON COUNTY RECORDER’S OFFICE. SAID TRACT OF LAND CONTAINS 0.60 ACRES, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
RESOLUTION NO. 2021-_______

RESOLUTION APPROVING THE PUD-B SITE PLAN FOR LOT 2, REDHAWK SUBDIVISION, PART TWO, CORALVILLE, IOWA.

WHEREAS, the Developer has heretofore submitted the PUD-B Site Plan for that certain parcel legally described as Lot 2, Redhawk Subdivision, Part Two, Coralville, Iowa (the “Parcel”); and

WHEREAS, said Site Plan has heretofore been reviewed by City Staff and the Planning and Zoning Commission; and

WHEREAS, the Site Development Plan has been found to conform to Chapter 165 of the Coralville Code of Ordinances; and

NOW, THEREFORE, be it resolved by the City Council of the City of Coralville that the PUD-B Site Plan for the Parcel be and the same are hereby accepted and approved.

* * * * * *

Passed and approved this 13th day of April, 2021.

________________________________
John A. Lundell, Mayor

ATTEST:

________________________________
Thorsten J. Johnson, City Clerk
Date: 3/5/2021
To: Honorable Mayor Lundell and City Council Members
From: David Johnson
Title: Community Development Director
Re: Consumer Fireworks Ordinance

Introduction
This memorandum forwards an ordinance to amend Chapter 165 of the Code of Ordinances of the City of Coralville to limit the sale of consumer fireworks to the I-2 Light Industrial District and I-3 General Industrial District.

Background
The ordinance is being brought forward in response to past code compliance issues regarding the operation of consumer fireworks sales. This ordinance will not affect the ability for brick and mortar retailers to sell novelty fireworks as is currently done. Novelty fireworks are smaller fireworks with limited pyrotechnic and/or explosive composition.

Staff Analysis
Consumer fireworks sales, according to their operators, require outdoor storage of equipment, vehicles and trailers. City Code prohibits the outdoor storage of equipment and vehicles in all but industrial zoning districts. This has required significant code enforcement efforts in our commercial districts. The apparent inherent need for storage of equipment, materials and vehicles lend these uses to Industrial Districts where outdoor storage is permissible. Consumer Fireworks sales are not a compatible use in the City’s I-1 Research/Office Industrial District; however, such uses would be compatible in I-2 Light Industrial District and I-3 General Industrial District.

Recommendation of the Commission
The Planning and Zoning Commission reviewed the request at their March 3, 2021 meeting. By a vote of 7-0 the Commission recommended to approve the ordinance to amend Chapter 165 of the Code of Ordinances of the City of Coralville to limit the sale of consumer fireworks to the I-2 Light Industrial District and I-3 General Industrial District.
ORDINANCE NO. 2021-____

AN ORDINANCE AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES OF THE CITY OF CORALVILLE REGARDING THE SALE OF CONSUMER FIREWORKS.

WHEREAS, the Iowa General Assembly allowed for the sale of Consumer Fireworks, as defined in Section 41.11(1)(A) of the Code of Ordinances of the City of Coralville; and

WHEREAS, the City has the power through zoning ordinances to decide where Consumer Fireworks can be sold; and

WHEREAS, the City Council desires to limit the sales of Consumer Fireworks to the I-2 and I-3 Zoning Districts in the City; and

WHEREAS, the Code of Ordinances of the City of Coralville needs to be amended to reflect said changes.

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. Section 165.27 of the Code of Ordinances of the City of Coralville is hereby amended by adding paragraph 9, which states:

   “9. Prohibited Uses. The sale of Consumer Fireworks as defined by Section 41.11(1)(A) of this Code is prohibited in this District.

2. Amendment. Section 165.28 of the Code of Ordinances of the City of Coralville is hereby amended by adding paragraph 9, which states:

   “9. Prohibited Uses. The sale of Consumer Fireworks as defined by Section 41.11(1)(A) of this Code is prohibited in this District.”

3. Amendment. Section 165.29 of the Code of Ordinances of the City of Coralville is hereby amended by adding paragraph 9, which states:

   “9. Prohibited Uses. The sale of Consumer Fireworks as defined by Section 41.11(1)(A) of this Code is prohibited in this District.”

4. Amendment. Section 165.30 of the Code of Ordinances of the City of Coralville is hereby amended by adding paragraph 8, which states:
8. Prohibited Uses. The sale of Consumer Fireworks as defined by Section 41.11(1)(A) of this Code if prohibited in this District.

5. Amendment. Section 165.31 of the Code of Ordinances of the City of Coralville is hereby amended by adding subparagraph (2)(V), which states:

V. The sale of Consumer Fireworks as defined in Section 41.11(1)(A) of this Code with all required state permits.

6. Amendment. Section 165.21 of the Code of Ordinances of the City of Coralville is hereby amended by adding subparagraph (2)(B), which states:

B. The sale of Consumer Fireworks as defined in Section 41.11(1)(A) of this Code with all required state permits.

7. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

8. Adjudication. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

8. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved this ___ day of _____________, 2021.

________________________________
John A. Lundell, Mayor

ATTEST:

________________________________
Thorsten J. Johnson, City Clerk
Date: 4/8/2021  
To: Hon. Mayor and City Councilmembers  
From: Kevin D. Olson  
Title: City Attorney  
CC: Thorsten J. Johnson  
Re: River Products air shafts access  

This resolution approves an agreement setting an access route for River Products on air shafts located on the Outlots in the Bridgewater Subdivision. This is following through on an agreement that the owners of the outlots made with RPC prior to conveying the outlots to the City. These access routes have been approved by the City Engineer.

Kevin
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING AN AGREEMENT WITH VENTURE ONE, LLC AND RIVER PRODUCTS COMPANY REGARDING ACCESS EASEMENTS IN THE BRIDGEWATER SUBDIVISION.

WHEREAS, the City acquired the Outlots in the Bridgewater Subdivision from Venture One, LLC; and

WHEREAS, prior to the conveyance to the City, Venture One entered into agreements with River Products to provide access easements to various air shafts in said Outlots; and

WHEREAS, the parties have drafted an agreement to provide said access easements through said Outlots which require approval of 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 13th day of April, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

__________________________________
Thorsten J. Johnson, City Clerk
Date: 4/7/2021
To: Mayor, City Council, Kelly Hayworth
From: Tony Roetlin
Title: Director of Finance
CC:
Re: Audit Services for FY21-FY25

In March we sent out a request for proposals for audit services for the five fiscal years ending June 30, 2021 through 2025. We received proposals from three firms: BerganKDV, Bohnsack & Frommelt LLP, and Denman & Company, LLP.

The fees proposed over the five year term by these three firms were relatively close to one another. The lowest fees proposed (by BerganKDV) were 7% lower than the highest fee proposal.

I recommend awarding the audit work to BerganKDV. They have:
- worked with several cities in Iowa,
- worked extensively with cities throughout the Midwest,
- performed several audits for the City of North Liberty (who gave them a great reference),
- have an office in Coralville, and
- submitted the lowest fee proposal.

The services they proposed meet the City’s requirements, and their description of the approach they would take and the team they would assign seem reasonable.

A copy of the engagement letter from BerganKDV follows this memorandum in the Council packet, as well as the proposal that they submitted. I recommend that the City Council authorize the execution of the engagement letter from BerganKDV and the use of this firm for the FY21 through FY25 audits.

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

Thank you.

Tony Roetlin
Director of Finance
CITY OF CORALVILLE, IOWA
PROPOSAL FOR AUDIT SERVICES

CONTACT: JODI WOODWARD
jodi.woodward@bergankdv.com

bergankdv
EMPOWERING PEOPLE and CREATING A WOW EXPERIENCE FOR OUR CLIENTS.
LETTER OF TRANSMITTAL

Tony Roetlin
City of Coralville
1512 7th Street
P.O. Box 5127
Coralville, Iowa 52241

Dear Mr. Roetlin,

On behalf of BerganKDV, I am pleased to submit this proposal for audit services for the City of Coralville, Iowa. We appreciate the opportunity to bid these services and your consideration of our firm.

The attached proposal addresses the information you requested, including the unique qualifications of BerganKDV, the depth and breadth of the services we will provide your City, and our commitment to providing the highest-quality work through a process that is both efficient and effective.

Our services would include, but not be limited to, the following for years ending June 30, 2021 through 2025.

1. Performing an audit of the City in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, and other federal, state, and local requirements, as applicable.
2. Providing an opinion on the City’s basic financial statements and an "in-relation to" report on the supporting schedules.
3. Reviewing the City’s financial statements and related note disclosures, and supplemental schedules.
4. Reviewing, documenting, and providing recommendations on improving the City’s internal control and financial operations.
5. Providing verbal and written guidance on new and ongoing Governmental Accounting Standards Board (GASB) Statements.
6. Meeting with City finance personnel and administration to review the financial statements and a draft of our letter of recommendations for improving the internal control and financial operations of the City.
7. Presenting the financial statements and communications letter to the City Council.
8. Providing bound copies of the report to the City for the Office of the State Auditor, including a searchable pdf of the report, and the communications letter.
9. Being available during the year to provide a wide range of consulting services and answer your questions as they arise.

Our Government Market team is located throughout BerganKDV offices. These individuals work only on our governmental entity clients. We have outlined your upper management team in the “Qualifications” section. In addition to these individuals, we will utilize associate level individuals from our Cedar Rapids and Coralville Iowa offices. Our team will be on-site to perform your audit.

As mentioned during our discovery call, we currently only have three Iowa cities as clients, but we are dedicated to growing this industry in Iowa. Dustin Opatz, who will be the supervisor on your team, will be moving from St. Cloud, Minnesota this summer to Des Moines, Iowa to assist us with this growth.
We will work with your representatives to schedule specific fieldwork dates to ensure we are meeting your deadlines. The undersigned is a partner and is authorized to make representations for the firm. This proposal is a firm and irrevocable offer for 60 days.

Sincerely,

Jodi L. Woodward, CPA
Partner - Government Market Leader
BerganKDV, LLC
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- Schedule of Professional Fees and Expenses
PROPOSAL PREPARED ESPECIALLY FOR CITY OF CORALVILLE, IOWA

PROFILE OF FIRM PROPOSING

EXECUTIVE SUMMARY

Thank you for the opportunity to serve as a partner with City of Coralville, Iowa. It is our understanding that you are seeking competitive proposals from independent public accounting firms to provide professional financial audit services for years ending June 30, 2021 through 2025.

Here are a few benefits of working with BerganKDV:

- **A Responsive Firm Who is there for You.** We believe we are your auditors not just at year-end but throughout the year. This means being there for you when issues arise, available when you need us and being responsive to your requests. We demonstrate this through same-day callbacks and in-depth research to get to the heart of your questions. We take a collaborative approach in all our interactions with you.

- **Effective Communication.** BerganKDV has set high internal standards for responding and communicating with our clients. Providing support exactly when and where you need it is the value our team brings. Your time is valuable; we will be clear and efficient in our communications, work to eliminate surprises and meet agreed-upon deadlines. We have a proven track record of performing client’s requests based on their preferred timetable and delivering reports to our clients in advance of deadlines.

- **A Personalized Approach to the Audit.** Our audit process includes an annual planning meeting with you to discuss any challenges and changes in the City over the past year, and to build future strategies. We enjoy learning about your City and will work to understand your City from an overall operational standpoint. We are not afraid to “roll up our sleeves” and delve into the details of your operations. This allows us to personalize our audit approach each year, bring best practices, and be a resource for you when it comes to GASB and other reporting standards.

- **Value for Time and Fees Invested.** Receiving value for your fee investment is critical in City government. In addition to offering highly competitive fees, we work diligently to not incur fee surprises. We encourage frequent calls throughout the year, **always at no cost to you.** Our goal is to be your first call when you experience organizational challenges, and our current clients report that this has helped them save time, reduce costs, and build confidence when solving issues.

- **Government Finance Expertise.** Your audit firm needs to understand how municipalities operate and how the environment in which they function is regulated. Your audit firm also needs to understand the intricacies of these entities and how decisions that are made and affect the community. BerganKDV audit professionals are dedicated to your industry beyond the audit; we strive to be your trusted resource in all areas.

- **Innovative thinking and solutions driven.** When working with BerganKDV, clients find that we focus on earning their trust by being actively involved and focused on helping them be successful in all they do. We solve problems. Whether that problem is technology, financial or operations related, we will find a way to help.
We have an extensive background in working with clients through a strategic approach in all aspects; we do not just keep pace with the trends; we stay ahead of the curve. We explore new ways to reduce costs and operate more efficiently.

THE BACKSTORY
The history of our firm began in 1945, and since the beginning, BerganKDV has been firmly rooted in community. Today we are a Top 100 Firm, we operate in multiple states in nine different offices, employ over 450 experts, and service clients across the country. As we continue to grow, we acknowledge that we are not in the business to provide one-size-fits-all solutions. Every client is different – from business problems to personal preferences. We invest the time to understand your needs and customize our services and solutions to meet them. Our playbook consists of business advisory, tax, assurance and accounting, workforce management, technology, wealth management and turnaround management services. Sure, we offer a robust and competitive service portfolio and notable processes but what really makes us different? OUR PEOPLE.....

OUR PEOPLE
Relationships are at the core of everything we do, and our products and services are designed to meet the specific needs of our clients. When working with BerganKDV, clients find that we focus on earning their trust by being actively involved and focused on helping them be successful in all they do.

PERSONALIZED SERVICE
Our philosophy is to provide timely, quality services that exceed the expectations of our clients. Outstanding client service requires a successful team effort within our firm and with our clients. Providing outstanding service involves enthusiastic, dependable, and knowledgeable personnel who are responsible for knowing, understanding, and caring about our clients. Our firm believes that outstanding service is a continual process that is refined and enhanced with each client contact.
ENGAGE® | OUR PROVEN VALUE CREATION PROCESS

We have aligned our team around our core values and are driven in our commitment to help clients and team members achieve their potential. We help clients reach their goals by utilizing our value creation process. Results of this process have led to more robust client relationships – deeper trust, enhanced communication, and minimization of time for all. This process is a key component of our strategy in supporting and helping our clients further their organizations.

THE CLIENT EXPERIENCE

Your business is your passion. With every season, regardless of where you are in your journey, you deserve committed, customized, authentic support that is true to you and your business. ENGAGE is the 4-step value creation process developed to ensure consistency, comfort and delivery of your desired results.

OUR BUSINESS LINES

BerganKDV has a strong bench of resources and expertise available based on needs of the client. This ensures the most effective and efficient results are delivered!
COMMUNITY SUPPORT
At BerganKDV, we believe in giving back. We support the organizations our people and clients are actively involved with. BerganKDV’s culture promotes community involvement by providing employees with paid volunteer time off.

VISION AND VALUES
We are powered by people who do business the Midwest way delivering comprehensive business, financial and technology solutions. Our firm consists of highly talented individuals that put relationships before business deals and clients before profits. Our values drive our decisions.

OUR FOCUS AND OUR PROMISE
We continue to align BerganKDV team member core values and sense of purpose with our firm core values and mission. We hire towards our core values and manage performance through real time feedback corresponding to our core values. We have found that this work results in more open conversations at BerganKDV which impacts employee engagement and client care.
VALUE-ADDED SERVICES BEYOND THE AUDIT

Our goal is to be your first call when you experience organizational challenges. We believe this can occur only when a relationship is developed and nurtured through strong communication and a thorough understanding of your mission, programs, and operations. We are unwavering in our commitment to our clients and make it our mission to ask the right questions, listen actively, understand your expectations, and deliver results. You can expect a partnership with professionals who value trust, integrity, and relationships.

Extensive Governmental Auditing and Consulting Experience

With over 50 years of experience serving the government community, we have a great appreciation for the unique issues and complexities that you face. We currently work with over 150 governmental entities, including cities, charter schools, school districts, colleges and universities, and other governmental entities, providing a wide array of services including accounting, auditing, and consulting services.

We are dedicated to keeping informed of significant developments in the government community and the impact of those developments on our clients. We accomplish this through formal training, including annual seminars, workshops and professional sponsored classes on governmental accounting, auditing, and reporting requirements. We are a member of the Governmental Audit Quality Center of the American Institute of Certified Public Accountants. The Center maintains standards for quality control in governmental audits for CPA firms nationwide.

In addition, many employees of our firm are members and have participated as instructors and speakers at seminars. These presentations have included GASB implementations, auditing standards updates, levy process and related accounting, property taxes and general fund budget, budget issues related to the state budget deficit, accounting and finance policies and procedures and fraud.

Peer Review

Our firm is a member of the Private Companies Section of the AICPA Division for CPA Firms. This Division was founded in 1977 by the AICPA to promote CPA excellence and to provide a voluntary, objective means of monitoring adherence to professional standards. Each member firm is required to periodically subject its audit and accounting practice to a comprehensive quality review by specially trained outside CPAs. Our last such review was in August of 2017, at which time we received a clean report on our practices and methods. With COVID-19 our peer review was delayed, and we are in the process of having it performed.

We hope to have that final report by end of March 2021 and will provide a new copy to you once we receive. This peer review included an inspection of five governmental engagements. A copy of our last peer review report is included on page 21.

Assistance with Certificate of Achievement

One of our government audit managers is one of only five professional reviewers throughout the United States for the National Association of School Business Officials Certificate of Excellence program. Our firm is very familiar with the requirements necessary to obtain the Certificate of Achievement. We currently assist several of our clients with preparation of their comprehensive annual financial report to meet the criteria for ASBO’s Certificate of Achievement for Excellence in Financial Reporting. We assisted three of these clients with their initial application, and all three were successful on their initial and all subsequent submissions.
CERTIFICATIONS AND INDEPENDENCE

We recognize when we audit a governmental entity, we are required to be familiar with certain rules, regulations, and requirements and, as a firm we are required to meet certain requirements. In that regard, we make the following affirmations:

- Our firm meets the independence requirements relating to the City defined by auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States.
- Our firm and all assigned key professional staff are properly licensed to practice in the State of Iowa.
- Our firm is a member of the American Institute of Certified Public Accountants and the Iowa Society of Certified Public Accountants.
- Our firm has never had a report rejected or classified as substandard by any state or federal agency, or by the Government Finance Officers Association.
- Our firm has never had and currently does not have any pending disciplinary actions or investigations for alleged improper, fraudulent, disreputable, or unfair activities against our firm with state regulatory bodies or professional organizations.
- We accept the professional obligation concerning the American Institute of Certified Public Accountants Interpretation 501-3 “Failure to Follow Standards and/or Procedures or Other Requirements in Governmental Audits.”
- Our professional personnel have received adequate continuing education to follow Government Auditing Standards and have received adequate continuing professional education over the past two years.
- Our firm is an equal opportunity employer and does not discriminate in employment of persons upon the basis of race, color, creed, national origin, sex, age, or physical handicap, and have an affirmative action plan in place.
- We do not expect any potential audit problems and are not aware of any conflicts of interest about any work performed by the firm for the City.
- We acknowledge and have adequate personnel to comply with the audit schedule provided in the request for proposals.
- Our firm shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting the City against claims for damages resulting from the firm’s errors, omissions, or negligent acts. Such policy will contain a limit of liability not less than three million dollars. The insurance will be written by a company duly authorized and licensed to do business in the State of Nebraska and will be maintained until all auditing work has been completed and accepted by the City. A certificate of insurance evidencing policies will be furnished to the City and such certificate will specifically indicate that insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation or material change in any of the policies.
- Our firm can adhere to the City’s insurance requirements.
- Our firm can adhere to the City’s contract for services.
QUALIFICATIONS

CLIENT REFERENCES AND EXPERIENCE

A few of our municipality clients serviced are listed below and we encourage you to contact them.

Ms. Tracey Mulcahey  
City of North Liberty, Iowa  
319.626.5712  
Years Served: 2  
Scope of Work: Audit of Financial Statements

Ms. Deanna McCusker  
City of Cascade, Iowa  
563.852.3114  
Years Served: 5  
Scope of Work: Audit of Financial Statements

Ms. Cindy Miserez  
City of La Vista, Nebraska  
402.331.4343  
Years Served: 15+  
Scope of Work: Audit of Financial Statements  
(2020); assistance with compiling CAFR (2019);  
assistance with workpaper preparation (2018 and prior)

Ms. Gina Smith  
City of New Brighton, MN  
651.638.2100  
Years Served: 15+  
Scope of Work: Audit of Financial Statements

Over the past year, BerganKDV has served as independent auditor or consultant for many Cities and Townships as listed below. Audit clients awarded the GFOA Certificate of Excellence in Financial Reporting are identified with an asterisk.

Cities and Townships

<table>
<thead>
<tr>
<th>Population (0-2,000)</th>
<th>Population (2,001-5,000)</th>
<th>Population (5,001-15,000)</th>
<th>Population (15,001&lt;)</th>
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<td>Baldwin Township</td>
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<td>Browns Valley, MN</td>
<td>Becker, MN</td>
<td>Big Lake, MN</td>
<td>Crystal, MN*</td>
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<td>Corcoran, MN</td>
<td>Eagan, MN*</td>
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<td>Falcon Heights, MN*</td>
<td>Forest Lake, MN*</td>
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<td>Independence, IA</td>
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<td>Haven Township</td>
<td>Lake Elmo, MN</td>
<td>New Brighton, MN</td>
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<td>Maine Prairie Township</td>
<td>Park Rapids, MN</td>
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<td>Princeton, MN</td>
<td>Oak Grove, MN</td>
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<td>Waverly, MN</td>
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<td>Wyoming, MN*</td>
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DEDICATED SERVICE TEAM
BerganKDV has a personalized team of professionals to meet your unique needs. Your BerganKDV team has extensive experience working with governmental organizations. This translates into a greater ability to understand your unique organization.

LEADERSHIP TEAM
First, all governmental clients will interact with a member of the Government Market’s leadership team at least annually. There is no charge to our clients for these meetings. These individuals are instrumental in ensuring that our clients are receiving “WOW” service and having all their needs met.

JODI L. WOODWARD, CPA, SHAREHOLDER, GOVERNMENT MARKET LEADER
Works out of multiple offices

Role and Experience: In her role as Government Market Leader, Jodi is responsible for the government market by managing all aspects of the value creation cycle and will work with the governmental team members throughout the firm to ensure a wow experience is being delivered.

Jodi is a CPA with more than 25 years of experience in public accounting, focusing mainly on governmental and nonprofit entities; ERISA plans; commercial real estate, including HUD audits; and colleges & universities.

Jodi has a bachelor’s degree in accounting from Midland University and is active in the American Institute of Certified Public Accountants where she currently serves on the Employee Benefits Plan Audit Quality Center Executive Committee and is very involved in the Peer Review Program. Jodi is a member of the Nebraska Society of CPAs, CREW Omaha Metro and Omaha Academy of Ballet, where she serves on the board.

If awarded the audit, Jodi would serve as City of Coralville concurring partner.

MICHAEL E. DUSCHER, GOVERNMENT CONSULTING LEADER
Minneapolis, Minnesota office

Role and Experience: Mike serves clients in the government sector. He is responsible for growing the client base in the government market by building relationships with potential clients and working with them to help solve pain points they are experiencing in their business operations.

Mike received his bachelor’s degree in organizational communication and sociology. He is involved with Northern Voices, a nationally recognized school for deaf and hearing of children and Crescent Cover Respite & Hospice Home for Kids.
DEDICATED SERVICE TEAM (CONTINUED)

ENGAGEMENT TEAM
Below are resumes of the engagement partner and supervisor that will be assigned to your engagement. Your engagement team will consist of an Engagement Partner, a Concurring Review Partner (who will be Jodi Woodward, the Government Market Leader as mentioned above), a Manager, an Audit Supervisor and one to two additional staff auditors. A partner or supervisor will be on-site for most of the audit to ensure that our staff are provided direction and leadership.

NANCY SCHULZETENBERG, CPA, PARTNER
St. Cloud, Minnesota office
Education: Bachelor of Science in Accounting from Mankato State University, graduated Summa Cum Laude

Experience, Professional and Civic Activities:
- Twenty-five+ years of experience in auditing governmental and nonprofit entities
- Member of the Quality Control Committee for our firm
- Appointed by the Commissioner of Education to serve as a member of the Minnesota Department of Education’s Advisory Committee on Financial Management, Accounting and Reporting
- Member of the Special Review Committee of the Government Finance Officers Association whose purpose is to review Comprehensive Annual Financial Reports to determine eligibility for the Certificate of Achievement for Excellence in Financial Reporting
- Presenter at the Minnesota Association of School Business Officials Annual Conference, the Central Minnesota Educational Research & Development Council’s Annual Conference, the MN Government Finance Officer’s Association’s Annual Conference, and BerganKDV sponsored seminars
- Instructor at the Minnesota Association of School Business Officials Institute and the Minnesota Association of School Business Officials Certification Program
- Member of Minnesota Society of Certified Public Accountants, American Institute of Certified Public Accountants, Minnesota Association of School Business Officials, and Government Finance Officers Association
- Member of the Finance Committee at Holy Family School, Albany and Seven Dolors Church, Albany
- Treasurer of the Albany Dance Team Booster Club
DEDICATED SERVICE TEAM (CONTINUED)

DUSTIN OPAZ, CPA, AUDIT SUPERVISOR
St. Cloud, Minnesota office (moving to Des Moines, Iowa office)
Education: Bachelor of Science in Accounting from St. Cloud State University

Experience, Professional and Civic Activities:
- Six years of experience with financial reporting in accordance with GAAP, CAFR requirements, analysis of internal control, performing audits of financial statements and single audits in accordance with OMB Circulars and Uniform Guidance
- Responsible for the planning, fieldwork and reports for numerous audits of cities, school districts, charter schools, and other government entities.
- Attends continuing education, workshops and conferences on city and school district accounting and reporting requirements on an annual basis that qualifies as "yellow book" continuing professional education
- Attends workshops on governmental and single audit accounting, auditing and reporting on an annual basis
- Financial statement and communication letter preparation
- Extensive use of computer and software applications to assist in the preparation and performance of the audit process
- Certified Public Accountant, licensed to practice in the State of Minnesota
- Presenter at the Government Finance Officers Association Annual CAFR Review, and BerganKDV sponsored seminars.
- Professional and Civic Activities
  - Minnesota Society of Certified Public Accountants
  - American Institute of Certified Public Accountants
  - Minnesota Government Finance Officers Association
  - Minnesota Association of School Business Officials
  - Iowa Association of School Business Officials
DEDICATED SERVICE TEAM (CONTINUED)

Office Performing Audit
As mentioned earlier in the Letter of Transmittal, our governmental team is located throughout BerganKDV’s offices. This team consists of 4 audit partners, 3 audit directors\managers, 1 director of consulting, 4 supervisors, 3 seniors and 3 associates and 2 interns, all that primarily focus on governmental entities. In addition, we have another partner, a director, a manager, two seniors and five associates that all have experience working on governmental audits.

In addition to the individual resumes listed above, we will utilize a manager from our GASB team and 2 – 3 associates on your audit engagement.

Commitment to Staff Continuity and Training
To keep continuity and efficiencies high, we believe that consistent team members are advantageous for both our firm and your organization. We pride ourselves on maintaining the right balance of continuity on each of our engagements to ensure a “fresh” look at the annual audit process. Rotation of senior level staff only occurs after the merits of such rotation have been discussed and approved by your organization.

Independence
Our firm has no conflict of interest regarding any other work performed by our firm for your organization. Our firm meets the independence requirements relating to your organization as defined by auditing standards generally accepted in the United States of America. We annually review independence related to all our client relationships as part of our internal control compliance process.
AUDIT APPROACH AND TIMELINE

OUR GOAL FOR YOU IS TO CREATE VALUE AND TO MINIMIZE SURPRISES. We do this through a specific, well planned audit. What makes BerganKDV unique from other firms is that we continually improve our audit process beyond what is expected by our profession. A few of the BerganKDV advantages:

- **Collaborative Audit Process.** We see the audit process as a joint effort with you and BerganKDV. We want to work together to make it as painless as possible.

- **A comprehensive view of the City’s financial health.** Through our extensive government experiences, we understand a City’s health is not only about the finances. The vision, mission and programming provide the blueprint for the City’s direction. We review this information in relation to the financial statements and provide our observations based on a comprehensive view of the City’s health.

- **Technology resource on internal controls.** Technology experts from the BerganKDV Technology Group can assist in evaluating your technology controls. Their expert advice has proven to be a valuable resource as they answer technical questions and offer specific recommendations.

- **Review of the work papers during fieldwork.** We complete most of our work in the field and provide a comprehensive exit conference. The exit conference includes a review of the draft financial statement numbers, any internal control, compliance, and state statute findings.

- **Supervisors, managers and partners on-site.** The involvement of our supervisors, managers and partners in the field is essential to being a trusted partner and delivering an exceptional client experience. We believe it is important to be on-site and available to answer questions. This also allows our managers and partners to review documentation throughout the process.

- **Meeting communications.** Our presentations are designed to capture information that is useful and meaningful. Our presentations are focused on audit results, trends, and other information relevant to your City and related entities, not details of the financial statement amounts.

**Beyond Expectations**

BerganKDV takes a four-phased audit approach that gets results by:

- Leveraging what is working well.
- Focusing on pre audit planning, collaboration, and communication.
- Staying accountable to a schedule.
- Meeting with you and your team to ensure every detail has been finalized and the audit is complete.
- Exchanging information regarding our performance, opportunities to enhance experiences and future strategic opportunities.
AUDIT APPROACH AND TIMELINE (CONTINUED)

Our audits are designed to focus our energy and our audit tests on the areas of your operations that contain the most risk. This equates to a better product for the City.

PHASE ONE – INITIAL PLANNING AND PROGRAM DEVELOPMENT

Our main objective is to get to know the City as a resident or employee would. We want to understand not only your finances, but also your operational goals and objectives. What makes you City unique? How can that knowledge help us perform the best audit possible? When those questions are answered, we know we achieved our goal for Phase One.

During this phase, we gather the information we need to create an effective audit program and make preliminary judgments of materiality. Highlights include:

- Reviewing your internal control documents and interviewing your key employees and representatives to gain operational information.
- Discussing your goals, objectives, and the current challenges facing your operations; those are then shared across your BerganKDV team and incorporated into our audit plan.
- Obtaining population sizes ranging from 25-60 for certain transactions-based finance systems and selecting which transactions we will test for internal control and compliance testing. Selections will be based on our data analysis results, analyzing transactions on a risk-based level.
- Obtaining your current financial reports and budgets and perform overall analytical review procedures.
- Obtaining applicable City organizational charts, policies, bond documents, leases, and other legal contracts.
- Reviewing with your staff our audit documentation requests. We audit and request information that is used internally by your staff to manage operations, we do not require specific templates to be used.

We will work with the management team to determine the preferred means of communication, whether phone or email. In addition, we utilize Suralink, a workflow management software that improves efficiency by streamlining our audit request process. The simple interface includes team assignments and deadlines, so there are no misunderstandings on expectations.

Our audit process incorporates automated audit tools (Knowledge Coach) and work papers to provide our clients with timely information and effective and efficient audits. In addition, we use CCH’s TeamMate Analytics, an Excel add-on used to extract and analyze data quickly and efficiently. We also subscribe to various benchmarking and data analysis providers.

Your Expected Role: Provide BerganKDV with policies, internal control documents and a preliminary trial balance; provide contact information for all board members and staff so we may set up appointments/interviews with selected representatives; begin to gather documentation for fieldwork.
AUDIT APPROACH AND TIMELINE (CONTINUED)

PHASE TWO – AUDIT PROGRAM EXECUTION

Project execution is performing the procedures outlined in your audit plan as developed in Phase One. Our audit procedures will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. We will discuss potential ideas and best practices with your personnel relating to our recommendations for improving internal control, procedures and compliance with laws and regulations. Any issues identified, proposed audit adjustments, or other recommendations will be discussed with management throughout the execution of our audit procedures. We perform test work with as little disruption as possible to City staff’s regular duties.

Highlights of this phase include:
- Auditing year-end account balances, testing internal control, assessing compliance to determine if your systems and controls are functioning as designed.
- Using sampling techniques to test areas including transactions, internal controls and legal compliance using the scope mandated by the Office of the State Auditor. Sample sizes range from 25-60 based on our risk assessment.
- Using IDEAS data mining software, we look for trends and anomalies in your payroll, vendor payment, and cash receipts process.

Your Expected Role: Be available to answer questions during scheduled audit fieldwork, provide audit workpapers or reconciliations with documentation that is reasonable and reviewed during Phase One.

PHASE THREE – POST-AUDIT CRITIQUE AND EXIT CONFERENCE

This phase of the audit includes reviewing all the components of the financial statements and prepare the communications letter and relevant financial trend data for the Board presentation. Finally, opinions on the financial statements, Government Auditing Standards and Single Audit, if required, will be prepared.

We will then present this information to management allowing you time to review the financial statement reporting package including the draft financial statements and any internal control findings or recommendations that arise during the audit. This phase allows you time to assess, discuss and develop a corrective action plan, if needed.

We will present the draft of the report by November 1st.

Your Expected Role: Review preliminary financial statements and reports to provide BerganKDV with input and feedback.

PHASE FOUR – PRESENTATION OF AUDIT REPORT

The final phase of the process is the presentation of the reports to the City Council. The presentation provides the governing body with information about the year’s financial activity compared to past trends and expected results. We also provide other relevant and interesting observations relating to your financial statistics that will help provide the governing board with a deeper understanding of your operations. We understand all organizations have individual needs and we look forward to getting your feedback on graphs and statistics.
AUDIT APPROACH AND TIMELINE (CONTINUED)

Professional standards require that we provide you with information regarding the auditor’s responsibility under generally accepted auditing standards, significant accounting policies, accounting estimates and management judgments, significant audit adjustments, other information in documents containing audited financial statements, disagreements with management, consultation with other auditors, major issues discussed with management prior to retention as auditors and difficulties encountered in performing the audit. We will provide this information in written form via the communications letter and will discuss with administration during the review of the preliminary audit report.

We will present the final report no later than the first regular City Council meeting in December.

Your Expected Role: Provide BerganKDV with information and feedback for presentation preferences.
FEES

Our fees for the services are based on the amount of time and the level of experience of the individuals who perform the services. In addition, we assume that the City’s accounting personnel will provide the appropriate workpapers, documents, schedules, and clerical assistance, we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, and no significant changes to the City’s operations will occur. However, if situations arise which affect the scope of the engagement, we will discuss them with you prior to incurring the additional cost. At no time will we bill the City for extra time or charges unless we have verbal communication regarding the issues, your options, and an agreement for additional fees.

Following is a description of the services we will provide under this agreement for the year ended June 30, 2021:

1. Performing an audit of the City in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, and other federal, state, and local requirements, as applicable.
2. Providing an opinion on the City's basic financial statements and an "in-relation to" report on the supporting schedules.
3. Reviewing the City's financial statements and related note disclosures, and supplemental schedules.
4. Reviewing, documenting, and providing recommendations on improving the City's internal control and financial operations.
5. Providing verbal and written guidance on new and ongoing Governmental Accounting Standards Board (GASB) Statements.
6. Meeting with City finance personnel and administration to review the financial statements and a draft of our letter of recommendations for improving the internal control and financial operations of the City.
7. Presenting the financial statements and communications letter to the City Council.
8. Providing bound copies of the report to the City for the Office of the State Auditor, including a searchable pdf of the report, and the communications letter.
9. Being available during the year to provide a wide range of consulting services and answer your questions as they arise.

Our fixed fees for the above services are included in Appendix A.

Billing and Collection Expectations

Our fees are due as services progress and are generally billed at the completion of each phase of the audit. These invoices are payable on presentation. Invoices are delinquent if not paid within 60 days.
FEES (CONTINUED)

Off-season Communication
We encourage questions throughout the year and ask our clients to submit to us their monthly financial statements and board of director minutes, so we can stay abreast of their operations, and identify/resolve any issues prior to year-end. We will not invoice additional amounts unless substantial research or work is required, in which case, we will discuss the scope of any additional work and proceed only after we have reached a mutually agreeable fee arrangement.

Out of Scope Professional Services
We do not surprise bill. If during our engagement you request additional services which require more than a minimum amount of time, we will provide an engagement letter with the fees and services specified, only after we have verbal communication and agreement. Additional special projects and consulting requested during the year will be billed at an hourly rate commensurate with the level of experience required.
PEER REVIEW

Report on the Firm's System of Quality Control

October 16, 2017

To the Partners of BerganKDV, Ltd.
and the Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of BerganKDV, Ltd. (the firm) in effect for the year ended March 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/preamble. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm’s Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer’s Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.
PEER REVIEW (CONTINUED)

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BerganKDV, Ltd. in effect for the year ended March 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. BerganKDV, Ltd. has received a peer review rating of pass.

BMG Certified Public Accountants, LLP

Lincoln, Nebraska
### Schedule of Professional Fees and Expenses

**For the Audits of 2021-2025 Financial Statements**

**City of Coralville**

<table>
<thead>
<tr>
<th></th>
<th>HOURS</th>
<th>PROPOSED HOURLY RATES</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Partners</td>
<td>25</td>
<td>$290</td>
<td>$7,250</td>
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<tr>
<td>Manager(s)</td>
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<td>$180</td>
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<tr>
<td>Supervisor(s)</td>
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<tr>
<td>Staff</td>
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<tr>
<td>Other People</td>
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<tr>
<td>Expenses</td>
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<tr>
<td>Other Costs</td>
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<tr>
<td><strong>Subtotal - City Audit</strong></td>
<td>395</td>
<td></td>
<td>$59,300</td>
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<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Average Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>Single Audit</td>
<td>25</td>
<td>$150</td>
<td>$3,750</td>
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**Summary Schedule**

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Total all-inclusive maximum price</th>
<th>Single Audit Cost per major federal program, if required</th>
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<tr>
<td>June 30, 2021</td>
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<td>2022</td>
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<td>2023</td>
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<td>2025</td>
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<tr>
<td><strong>Total</strong></td>
<td>$314,830</td>
<td>$19,860</td>
</tr>
</tbody>
</table>
THANK YOU.

BERGANKDV.COM | 952.563.6800 | INFO@BERGANDKV.COM
April 7, 2021

City of Coralville, Iowa
Honorable Mayor and Members of the City Council
1512 7th Street
P.O. Box 5127
Coralville, IA 52241

Dear Mayor and Members of the City Council:

Please find attached our engagement letter for the audit of City of Coralville for the year ended June 30, 2021.

The proposal includes five years of audit services, June 30, 2021 – June 30, 2024, however we will be required by auditing standards to obtain an engagement letter each year. The fees for all five years have been fixed and will not change from the proposal we presented, see Schedule of Professional Fees and Expenses on page 23 of our proposal.

We are excited to partner with the City of Coralville to provide professional auditing services.

If anyone has any questions about the attached engagement letter, please feel free to reach out to me. I can be reached via e-mail at jodi.woodward@bergankdv.com or via phone at 402.719.0331.

Sincerely,

BerganKDV, LLC

Jodi L. Woodward, CPA
April 7, 2021

City of Coralville, Iowa
Honorable Mayor and Members of the City Council
1512 7th Street
P.O. Box 5127
Coralville, IA 52241

Dear Mayor and Members of the City Council:

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Summary of Engagement Terms:

Level of Attest Service: Audit (Governmental) in Accordance with Government Auditing Standards and Federal Single Audit (if applicable)
Financial Statements: Governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information
Financial Reporting Framework: Accounting Principles Generally Accepted in the United States of America
Period: As of and for the Year Ended June 30, 2021
Required Supplementary Information (RSI):
  • Management’s Discussion and Analysis (MD&A) – No opinion
  • Budgetary Comparison Schedules of the General Fund – No opinion
  • All Special Revenue Funds and the Note to Required Supplementary Information – Budget Comparison Schedules – No opinion
  • Schedule of Proportionate Share of the Net Pension Liability – No opinion
  • Schedule of Contributions – No opinion
  • Schedule of Changes in the City’s Total OPEB Liability, Related Ratios and Notes – No opinion
Supplementary Information:
  • Budgetary Comparison Schedules Other Than Those that are Required Supplementary Information – No opinion or assurance - No opinion
  • Nonmajor Governmental Funds – Combining Balance Sheet Schedule and Combining Schedule of Revenue, Expenditures and Changes in Fund Balance – No opinion
  • Nonmajor Special Revenue Funds – Combining Balance Sheet Schedule and Combining Schedule of Revenue, Expenditures and Changes in Fund Balance – No opinion
  • Nonmajor Proprietary Funds – Combining Balance Sheet Schedule and Combining Schedule of Revenue, Expenditures and Changes in Fund Balance – No opinion
  • Schedule of Revenue by Source and Expenditures by Function – All Governmental Funds – No opinion
  • Schedule of Expenditures of Federal Awards – Opinion in relation to the financial statements as a whole, if applicable

Engagement Partner: Nancy Schulzetenberg
Concurring Partner: Jodi Woodward
Engagement Supervisor: Dustin Opatz

Fees: Our fees for these services will follow our standard billing and collection policy, which includes fees for our professional services, technology and processing charges and out of pocket expenses, if any. Our fees for these services above will be $59,300 for the audit of the financial statement and $3,750 per major program for the federal single audit, if needed.

Non-attest Services: Assistance with preparation of the financial statements
We appreciate the opportunity to be of service to you and believe this letter and attached audit engagement agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter and as further detailed in the attached audit engagement agreement, please acknowledge your acceptance by signing and returning it to us.

I have read and I agree to the summary of engagement terms listed above and the terms in the attached audit engagement agreement.

Sincerely,

BerganKDV, LLC

[Signature]

Jodi L. Woodward, CPA

Acknowledged by:

[Signature]

Title
This agreement is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we are to provide.

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the governmental entity’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The required RSI is identified in the summary of engagement terms and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI that accompanies the governmental entity’s financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor’s report will not provide an opinion or any assurance on that other information.

**AUDIT OBJECTIVE**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and to report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the governmental entity's financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

**AUDIT PROCEDURES – GENERAL**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in
the United States of America. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

AUDIT PROCEDURES – INTERNAL CONTROL

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

AUDIT PROCEDURES – COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

OTHER SERVICES

We will also prepare or assist in preparing the financial statements of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms based on information provided by you.

We may provide other non-attest services, as identified in the summary of engagement terms. These services may not be fully covered under this engagement agreement and may be billed separately under other agreements with you.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

MANAGEMENT RESPONSIBILITIES

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the financial reporting framework identified in the summary of engagement terms.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.
You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information, if any, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the non-attest services identified in the summary of engagement terms and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

THIRD-PARTY SERVICE PROVIDERS

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

ENGAGEMENT ADMINISTRATION, FEES, AND OTHER

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to oversight, regulatory, state agencies or their designees. The oversight, regulatory, state agencies or their designees may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report.
You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney’s fees will be added to the amount due.

You may request that we perform additional services not contemplated by this engagement agreement or summary of engagement terms. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement agreement and summary of engagement terms covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement agreement and summary of engagement terms.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

This engagement agreement and summary of engagement terms includes your authorization for us to supply you with electronically formatted financial statements or drafts of financial statements, financially sensitive information, spreadsheets, trial balances or other financial data from our files, upon your request.

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm name, you agree to provide us with printers’ proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. Additionally, if you include our report or a reference to our Firm name in an electronic format, you agree to provide the complete electronic communication using or referring to our name to us for our review and approval prior to distribution.

During the course of our engagement, we will request information and explanations from management regarding the entity’s operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity’s financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

Any disputes between us that arise under this agreement, or for a breach of this agreement, or that arise out of any other services performed by us for you, must be submitted to nonbinding mediation before either of us can start a lawsuit against the other. To conduct mediation, each of us shall designate a representative with authority to fully resolve any and all disputes, and those representatives shall meet and attempt to negotiate a resolution of the dispute. If that effort fails, then a competent and impartial third party acceptable to each side shall be appointed to hold and conduct a nonbinding mediation proceeding. You and we will equally share in the expenses of the mediator and each of us will pay for our own attorneys’ fees, if any. No lawsuit or legal process shall be commenced until at least 60 days after the mediator’s first meeting with the parties.

The nature of our engagement makes it inherently difficult, with the passage of time, to present evidence in a lawsuit that fully and fairly establishes the facts underlying any dispute that may arise between us. We both agree that notwithstanding any statute of limitation that might otherwise apply to a claim or dispute, including one arising out of this agreement or the services performed under this agreement, or for breach of contract, fraud or misrepresentation, a lawsuit must be commenced within 24 months after the date of our report. This 24-month period applies and starts to run on the date of each report, even if we continue to perform services in later periods and even if you or we have not become aware of the existence of a claim or the basis for a possible claim. In the event that a claim or dispute is not asserted at least 60 days before the expiration of this 24-month period, then the period of limitation shall be extended by 60 days, to allow the parties of conduct nonbinding mediation.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

You agree that it is appropriate to limit the liability of BerganKDV, its shareholders, directors, officers, employees and agents to the fullest extent permitted by applicable law.
You further agree that you will not hold us liable for any claim, cost or damage, whether based on warranty, tort, contract or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs or attorney’s fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement.

SEVERABILITY

If any portion of this engagement agreement and summary of engagement terms is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this engagement agreement and summary of engagement terms shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of the engagement agreement and summary of engagement terms shall remain in full force and effect.

POWER AND AUTHORITY

Each of the parties hereto has all requisite power and authority to execute and deliver this engagement agreement and summary of engagement terms and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.
RESOLUTION NO. 2021-_____

RESOLUTION ACCEPTING PROPOSALS AND APPROVING AN ENGAGEMENT LETTER AND AGREEMENT WITH BERGANKDV, LLC TO PROVIDE AUDITING SERVICES FOR FISCAL YEARS 2021-2025.

WHEREAS, it is required to have an outside firm audit the City’s finances; and

WHEREAS, the Director of Finance solicited proposals from various firms to provide the mandated auditing services for the City for Fiscal Years 2021 through 2025; and

WHEREAS, quotations for the aforementioned project were received, opened and tabulated at 2:00 P.M. on March 22, 2021; and

WHEREAS, the Director of Finance has recommended that the City accept the received proposals and enter into an Engagement Letter and Agreement with BerganKDV, LLC to provide auditing services for the City; and

WHEREAS, BerganKDV, LLC has submitted a proposed Engagement Letter and Agreement and the Director of Finance has recommended approval of the aforementioned Engagement Letter and Agreement; and

WHEREAS, the fees paid for services are $59,300.00 for the audit and $3,750.00 per major program for the federal single audit.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that the above-described Engagement Letter and Agreement be and the same hereby approved.

Passed and approved this 13th day of April, 2021.

____________________________
John A. Lundell, Mayor

ATTEST:

____________________________
Thorsten J. Johnson, City Clerk
Date: 4/7/2021
To: Mayor & City Council
From: Scott Larson, PE
Title: City Engineer
CC: City Administrator Kelly Hayworth, City Clerk Thor Johnson
Re: Engineering Services Agreement for 5th Avenue Storm Sewer

This Engineering Services Agreement (ESA) with EOR, Inc., is for topographic survey, hydraulic modeling, storm sewer design, easement plats, and plan production for the 5th Avenue Storm Sewer project. The proposed project will extend storm sewer from the north end of 5th Avenue, east across 4th Avenue Place, and outlet to Biscuit Creek. Overall goal is to resolve longstanding drainage issues on several properties in the area. I recommend approval of the ESA with EOR, Inc., for the not-to-exceed fee of $59,505.00.
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH EOR, INC. FOR THE 5TH AVENUE STORM SEWER IMPROVEMENTS.

WHEREAS, the City Council of the City of Coralville deems it necessary and desirable to extend storm sewer from the north end of 5th Avenue, east across 4th Avenue Place, and outlet to Biscuit Creek, the project having been referred to as the “5th Avenue Storm Sewer Improvements”, hereinafter the “Project;” and

WHEREAS, this will require a topographic survey, hydraulic modeling, storm sewer design, easement plats and plan production for the Project; and

WHEREAS, EOR, Inc. is qualified and able to provide engineering services for a topographic survey, hydraulic modeling, storm sewer design, easement plats and plan production for the Project, for not to exceed $59,505.00; and

WHEREAS, EOR, Inc. has drafted an Engineering Services Agreement to provide said services which now requires approval by and execution on behalf of the City of Coralville; and

WHEREAS, the City Engineer and City Attorney have reviewed and recommended approval of the Engineering Services Agreement; and

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

*************************************************************************

Passed and approved this 13th day of April, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

_______________________________
Thorsten J. Johnson, City Clerk
Date: 3/16/2021
To: Honorable Mayor and City Council
From: Sherri Proud
Title: Director of Parks and Recreation
CC: Kelly Hayworth, City Administrator
Re: One year extension of IRL Non-Cam (TIF) Area Turf and Hort Contract

I would like to recommend exercising our extension language in our current contract with Quality Care for the extension of the Turf and Hort contract for the Iowa River Landing Non-CAM areas or otherwise known as TIF areas of maintenance.

The areas identified in the Non-CAM areas continue to go through a lot of changes and will continue to do so through 2021. It is felt that a complete re-bid in the fall of 2021 will make more sense as we finish E. 2nd Avenue to the south, bring on riverfront park, and continue to see development at Quarry Road and other areas of the Iowa River Landing that may be in the non-CAM area and included or not included under this contract.

A typical year’s increase for the last several years would be 2.2% increase to the existing contract. We have added several work areas to the pricing as well, including the care of the future river front park area with a weekly mow, trim, and regular trash pickup, medians and roundabout on E. 9th Street, roundabout at E. 7th and E. 2nd, and the retention basin east of 611 First Avenue. It also brings under one pricing, the landscaping care of the building at 802 Quarry Road which was previously billed separately.

The new pricing with a percentage increase and new work area is $83,463. This is an increase of $15,978.11 which breaks down to $1,478.07 as 2.2% percent increase over 2020 and $14,500.04 for the price in care of new areas.

I recommend extending the contract through December 2021 and splitting the payment evenly over 12 months beginning retroactively at January 2021.
# City of Coralville
## Parks and Open Space Mowing
### Flower, Tree, Turf, Creek Bank and Gateway Care

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<th>Project Area</th>
<th>Iowa River Landing - Non-CAM</th>
<th>Standard of Care</th>
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<tbody>
<tr>
<td>Marriott Hotel and Conference Center (MHCC) South Lot</td>
<td>Turf Level I, Perennial/Woody Shrub, Tree, Native/Woodland</td>
<td></td>
</tr>
<tr>
<td>includes circle drive and plaza space planter beds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MHCC North Ramp - turf a 10 foot band around.</td>
<td>Turf Level II, Perennial/Woody Shrub, Tree</td>
<td></td>
</tr>
<tr>
<td>Clock Tower Fountain</td>
<td>Perennial/Woody Shrub</td>
<td></td>
</tr>
<tr>
<td>Lower East Terrace, MHCC</td>
<td>Perennial/Woody Shrub, Native/Woodland</td>
<td></td>
</tr>
<tr>
<td>MHCC upper prairie strip along east side of conference center</td>
<td>Native/Woodland</td>
<td></td>
</tr>
<tr>
<td>Bioswale corner of Quarry and E. 7th</td>
<td>Native/Woodland</td>
<td></td>
</tr>
<tr>
<td>Pump Station 1 and 2</td>
<td>Native/Woodland</td>
<td></td>
</tr>
<tr>
<td>Flood berm from Quarry/E. 7th to end of trail east of Marriott</td>
<td>Turf II, Perennial/Woody Shrub</td>
<td></td>
</tr>
<tr>
<td>and around comfort station and including limestone walk from trail to cascade</td>
<td></td>
<td></td>
</tr>
<tr>
<td>fountain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>802 Quarry Road, former Century Link building</td>
<td>Turf II, Perennial/Woody Shrub</td>
<td></td>
</tr>
<tr>
<td>Trail mow strip from IRP parking approximately 90 feet to north, then mow new</td>
<td>Turf II plus overseed of grass.</td>
<td>Present plan to have ready for concert use by Aug. 2021</td>
</tr>
<tr>
<td>riverfront park.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riverfront Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IRL Wetland Park - declare timing with Parks Superintendent</td>
<td>Turf Level I, Perennial/Woody Shrub, Tree</td>
<td>Twice monthly trash pickup</td>
</tr>
<tr>
<td>East 9th Street - changes to medians in middle of road only</td>
<td>Turf Level I, Perennial/Woody Shrub, Tree</td>
<td>Perennial/Woody Shrub</td>
</tr>
<tr>
<td>Quarry Road from E. 7th to Clock Tower</td>
<td>Turf Level I, Perennial/Woody Shrub, Tree</td>
<td></td>
</tr>
<tr>
<td>Convention and Visitors Bureau outside of parking lot curb</td>
<td>Turf Level 1</td>
<td></td>
</tr>
<tr>
<td>First Avenue and East 9th Intersection and Welcome Sign</td>
<td>Turf Level 1, Perennial/Woody Shrub, Tree</td>
<td></td>
</tr>
<tr>
<td>Johnson County Historical Museum</td>
<td>Turf Level I (no mowing), Perennial/Woody</td>
<td></td>
</tr>
<tr>
<td>E. 2nd Ave-E. 7th St to south entrance drive of hotel/south xtram arena</td>
<td>Turf Level 1, Perennial/Woody Shrub, Tree</td>
<td></td>
</tr>
<tr>
<td>entrance</td>
<td>Turf Level 1, Perennial/Woody Shrub, Tree</td>
<td></td>
</tr>
<tr>
<td>E. 2nd Ave &amp; E. 7th St. Roundabout</td>
<td>Turf Level 1, Perennial/Woody Shrub, Tree</td>
<td></td>
</tr>
<tr>
<td>E. 2nd Ave &amp; E. 9th Street roundabout - New in 2021</td>
<td>Turf Level 1, Perennial/Woody Shrub, Tree</td>
<td></td>
</tr>
<tr>
<td>Stormwater Retention area east of 611 1st Ave. - New in 2021</td>
<td>Will not seed in 2021. Standard is twice monthly trash pickup</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and mowed/vegetation knocked down monthly</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planters</td>
<td>15, 48&quot; planters</td>
<td></td>
</tr>
<tr>
<td>at south parking lot</td>
<td>4, 60&quot; planters</td>
<td>23 total non-cam areas</td>
</tr>
<tr>
<td>and at area east of Clock Tower Fnt.</td>
<td>14, 36&quot; planters</td>
<td></td>
</tr>
</tbody>
</table>

# Mapping Included

Area Map
<table>
<thead>
<tr>
<th>Bid</th>
<th>Iowa River Landing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bidders have the option to complete A, B, C or All</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Price</strong></td>
<td><strong>2021</strong></td>
</tr>
<tr>
<td></td>
<td><strong>$83,463.00</strong></td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2021 - ______

RESOLUTION APPROVING A ONE YEAR EXTENSION OF THE IRL NON-CAM AREA TURF AND HORTICULTURE CONTRACT WITH QUALITY CARE, INC.

WHEREAS, the City Council of the City of Coralville, Iowa, has heretofore deemed it necessary and desirable to continue the Contract with Quality Care, Inc. to assist City Staff and Employees with turf and horticulture maintenance efforts in the IRL Non-CAM Area in the City of Coralville through 2021; and

WHEREAS, the original agreement was approved by resolution on January 9th, 2018 with Quality Care for turf and mowing, horticulture and tree services in Flood Berms, IRL CAM, IRL Non-CAM, Oakdale Research Park, Hawkeye Train Lot, and creekbank mows for fees not to exceed $144,460.50 in 2018, $149,478.26 in 2019 and $152,766.79 in 2020 (which had to be adjusted due to the pandemic in 2020) plus agreed upon fees for additional time and materials task schedules for work done outside the scope of the contract; and

WHEREAS, Quality Care, Inc., has agreed to continue current turf and mowing, horticulture and tree services in the IRL CAM Area through 2021 for a 2.2% ($1,478.07) increase to the existing contract plus adding the care of the future river front park area with a weekly mow, trim, and regular trash pickup, medians and roundabouts on E. 9th Street, roundabout at E. 7th Street and E. 2nd Avenue and the retention basin east of 611 1st Avenue and landscaping care of 802 Quarry Road for $14,500.04, and agreed upon fees for additional time and materials task schedules for work done outside the scope of the contract. The new pricing with a percentage increase and new work area is not to exceed $83,463.00; and

WHEREAS, the Director of Parks and Recreation has recommended that the City Council approve and accept the extension of the IRL Non-CAM Area Turf & Horticulture Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the extension of the IRL Non-CAM Area Turf & Horticulture Contract with Greg’s Lawn and Landscape is hereby accepted.

* * * * * * * *

Passed and approved this 13th day of April, 2021.

____________________________
John A Lundell, Mayor

ATTEST:

____________________________
Thorsten J. Johnson, City Clerk
The City is engaging the firm of CHMWarnick to assist the City with negotiation of all of the terms of a new operator's agreement for the Coralville Hotel and Conference Center site, as the first 15-year agreement is expiring later this year.

The fees will be $10,000 per month and a $75,000 payment once all of the agreements have been approved by the City for the continued operation of the Coralville Hotel and Conference Center.

Kevin
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING AN AGREEMENT WITH CHMWARNICK TO ASSIST THE CITY IN NEGOTIATING OPERATIONS AGREEMENT FOR THE CORALVILLE HOTEL AND CONFERENCE CENTER.

WHEREAS, the City of Coralville and Marriott entered into a qualified management agreement (‘QMA”) to operate the Coralville Hotel and Conference Center in 2006; and

WHEREAS, said QMA expires later in calendar year 2021; and

WHEREAS, it is necessary for the city to engage the services of a firm to assist in negotiating the new QMA and associated agreements; and

WHEREAS, the City Administration recommends that the City engage the firm of CHMWarnick to provide said services on the City’s behalf; and

WHEREAS, CHMWarnick and the City have negotiated an agreement to provide said services that requires approval of 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 is directed to execute the Agreement on behalf of the City.

Passed and approved this 13th day of April, 2021.

________________________________________
John A. Lundell, Mayor

ATTEST:

________________________________________
Thorsten J. Johnson, City Clerk
Date: 4/8/2021
To: Hon. Mayor and City Councilmembers
From: Kevin D. Olson
Title: City Attorney
CC: Thorsten J. Johnson
Re: Wal-Mart memo

The Coralville Police Department has an agreement with the Iowa Alcoholic Beverages Division to intermittently conduct compliance checks on all retailers who possess a cigarette permit in the City to ensure that retailers are not selling tobacco products to minors. A compliance check found that Wal-Mart sold tobacco products to a minor, and therefore, violated the terms of its cigarette permit. Because this is the third violation in a three-year time frame, the state law imposes a $1500 penalty and a 30-day suspension of the retailer’s permit. Wal-Mart admitted the violation and has paid the fine and is already serving its suspension. This resolution accepts the agreement admitting the violation and is necessary to send to the Iowa Attorney General’s Office to make sure that all violators are being prosecuted.

Kevin
BEFORE THE CORALVILLE CITY COUNCIL

In re Cigarette Permit of
Wal-Mart Stores #2827

ACKNOWLEDGEMENT/SETTLEMENT AGREEMENT

1. The undersigned hereby knowingly and voluntarily acknowledges the following:

   a. The Retailer/Cigarette Permit Holder (collectively the “Permit Holder”)
      has been notified that a violation of Section 453A.2 occurred at the
      Retailer on December 14, 2020.

   b. That Permit Holder has the right to a hearing and voluntarily waives the
      same and submits to the statutory penalties prescribed by Iowa law.

   c. That employee Ebony C. Cummings, sold tobacco products to a minor on
      December 14, 2020, in violation of Section 453A.2 of the Code of Iowa.

   d. That the violation outlined in subparagraph (c) above will count at the 2nd
      violation of Iowa Code Section 453A.2, the previous violations occurring
      as outlined in subparagraph (b) above.

   e. To settle the above-referenced matter, enclosed with this executed
      Acknowledgement/Settlement Agreement is a check in the amount of
      $1500.00 made payable to the City of Coralville, and you shall surrender
      your cigarette permit for a period of thirty (30) days.

   f. That Permit Holder acknowledges that in order to conclude this matter, the
      City Council must approve this Acknowledgment/Settlement Agreement.

Dated this 19 day of March 2021.

PERMIT HOLDER:

By: __________________________

Nivi Narula Gravette, Sr. Manager Alcohol and Tobacco Compliance, Walmart Inc.

Print name and title
RESOLUTION NO. 2021-____

RESOLUTION ACCEPTING PAYMENT OF $1500.00 CIVIL PENALTY, 30-DAY SUSPENSION OF RETAIL CIGARETTE PERMIT AND ACKNOWLEDGEMENT/SETTLEMENT AGREEMENT FROM WAL-MART STORES, INC.

WHEREAS, on December 14, 2020, an employee/agent of Wal-Mart Stores, Inc. (“Wal-Mart”), violated Iowa Code § 453A.2(1) by selling or providing tobacco to a minor; and

WHEREAS, at the time of this violation Wal-Mart #2827 was operating under a retail cigarette permit issued by the City of Coralville; and

WHEREAS, pursuant to Iowa Code § 453A.22(2), an establishment which holds a retail cigarette permit is subject to a civil penalty of $1500.00 and a 30-day suspension of their retail cigarette permit as a result of its employee violating Iowa Code § 453A.2(1) for the third time in three (3) years, after a hearing and proper notice; and

WHEREAS, Wal-Mart #2827 has waived its right to the hearing required by Iowa Code § 453A.22(2) and accepted responsibility for its employee’s violation of Iowa Code § 453A.2(1), by paying a $1500.00 civil penalty and agreeing to surrender their retail cigarette permit for 30-days to the City Clerk of the City of Coralville; and

WHEREAS, the violation underlying the above civil penalty is the third such violation by an employee of Wal-Mart #2827 within a three-year period.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Johnson County, Iowa, that the City Council should accept the Acknowledgement/Settlement Agreement, payment of $1500.00 civil penalty and suspension of their retail cigarette permit for 30-days on behalf of Wal-Mart #2827.

BE IT FURTHER RESOLVED, that the City Clerk will forward a copy of this Resolution to the Iowa Attorney General’s Office.

*************

Passed and approved this 13th day of April, 2021.

John A. Lundell, Mayor

ATTEST:
Thorsten J. Johnson, City Clerk
The Iowa City Area Transit Study that started in August of 2019 included a thorough review of all routes, stops, schedules, fares, transfer policies, and a public input process enabling the three systems to improve and better coordinate service. Based on the study, Coralville Transit implemented new routes and schedules in October of 2020.

The study closely reviewed fares and transit passes. These recommendations were the culmination of the findings from the existing conditions analysis, peer review and best practices, and fare modeling to establish a set of fare policy, pricing, and produce recommendations for Coralville Transit and Iowa City Transit. Fares and passes would be consistent between the two agencies.

Following are the proposed fares and pass structure resulting from the transit study:

Adult Cash Fare $1.00
Youth Cash Fare (Ages 5-18) $0.50
Children under the age of 5 No Fare
Senior (65+) Card Holders No Fare
Disabled Card Holders No Fare
ADA Paratransit Card Holders No Fare
Medicare Card Holders No Fare
24 Hour Pass $2.00
Single Ride Tickets $1.00
10 Ride Pass $8.50
20 Ride Pass Discontinued
Adult 31-Day Pass $32.00
Youth 31-day Pass (Ages 5-18) $16.00

Please consider a resolution setting a public hearing for May 25, 2021 to consider proposed transit fares and passes.
RESOLUTION NO. 2021-_____

RESOLUTION SETTING A PUBLIC HEARING ON PROPOSED TRANSIT FARES AND PASSES.

WHEREAS, the City participated in the Iowa City Area Transit Study conducted by Nelson-Nygaard from Seattle, Washington with Iowa City Transit and Cambus; and

WHEREAS, Nelson-Nygaard used existing conditions analysis, peer review, and best practices and fare modeling to establish a set of fare policy and pricing recommendations for Coralville Transit and Iowa City Transit so fares and passes would be consistent between the two agencies; and

WHEREAS, the following are the proposed fares and pass structure resulting for the transit study:

<table>
<thead>
<tr>
<th>Category</th>
<th>Fare</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Cash Fare</td>
<td>$1.00</td>
</tr>
<tr>
<td>Youth Cash Fare (Ages 5-18)</td>
<td>$0.50</td>
</tr>
<tr>
<td>Children under the age of 5</td>
<td>No Fare</td>
</tr>
<tr>
<td>Senior (65+) Card Holders</td>
<td>No Fare</td>
</tr>
<tr>
<td>Disabled Card Holders</td>
<td>No Fare</td>
</tr>
<tr>
<td>ADA Paratransit Card Holders</td>
<td>No Fare</td>
</tr>
<tr>
<td>Medicare Card Holders</td>
<td>No Fare</td>
</tr>
<tr>
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<td>$2.00</td>
</tr>
<tr>
<td>Single Ride Tickets</td>
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</tr>
<tr>
<td>10 Ride Pass</td>
<td>$8.50</td>
</tr>
<tr>
<td>20 Ride Pass</td>
<td>Discontinued</td>
</tr>
<tr>
<td>Adult 31-Day Pass</td>
<td>$32.00</td>
</tr>
<tr>
<td>Youth 31-day Pass (Ages 5-18)</td>
<td>$16.00</td>
</tr>
</tbody>
</table>

; and

WHEREAS, the Director of Parking and Transportation has reviewed the proposed fares and pass structure for Coralville Transit; and

WHEREAS, it is also necessary to hold a public hearing on the proposed fares and pass structure for Coralville Transit to comply with Federal Transportation Administration rules and regulations on public input; and

WHEREAS, it is now necessary to set the public hearing.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that the public hearing on the aforementioned proposed fares and pass structure for Coralville Transit is hereby set for 6:30 o’clock p.m. at City Hall, 1512 7th Street, on May 25, 2021. Further, the City Clerk is hereby directed to publish notice of said application as required by law.
Passed and approved this 13th day of April, 2021.

______________________________
John A. Lundell, Mayor

ATTEST:

______________________________
Thorsten J. Johnson, City Clerk
Date:        April 2, 2021
To:          Coralville City Council
From:        John A. Lundell, Mayor
RE:          Citizen’s Community Policing Advisory Board Appointments

I am making the following recommendations for appointments to the Citizen’s Community Policing Advisory Board:

Kathy Hotsenpiller, 1997 Highview Road, Coralville
Dennis Leytem, 510 8th Avenue, Coralville
Juan (Diego) Rivera, 1323 Ozark Ridge, Coralville
Delores Slade, 733 13th Avenue, Coralville
Cynthia Ukah, 201 E. 9th Street, Apt. 216, Coralville (NAACP Representative)
Guillermo Morales, 839 Spencer Drive, Iowa City (LULAC Representative)
Steve Dolezal, 1508 Brown Deer Road, Coralville (Law Enforcement Representative)

Feel free to contact me with any questions or comments. Formal action on these appointments will be on the April 13th Council agenda. Thank you.
Date: 3/25/2021
To: Mayor & City Council
City Administrator

From: Dan Holderness, P.E.
City Engineer

Re: Wastewater Treatment Plant Improvements 2017
Change Order #15

I recommend approval of Change Order No. 15, +$29,502.61 to Miron Construction, Inc. for the Wastewater Treatment Plant Improvements 2017.

Change Order #15 includes replacement of driveway apron for northeast James St. access; grading and paving to match existing paving south of Maintenance Building; and support and work around existing utilities not previously identified during installation of 42” RW along Camp Cardinal Blvd.

See the change order summary for additional details on items included.
March 19, 2021

CHANGE ORDER NO. 15

WASTEWATER TREATMENT PLANT IMPROVEMENTS 2017
CORALVILLE, IOWA
SRF PROJECT NO. 1920767 01

Change Order No. 15 is for the following modifications to the project:

1. Replacement of driveway apron for northeast access off of James Street including removal of existing pavement and subgrade preparation (Miron COR 61.2).
   LS: $ 8,032.53

2. Grading and paving changes to match existing paving south of the Maintenance Building (Miron COR 69.2).
   LS: $ 833.25

3. Support and work around existing utilities not previously identified during installation of 42" RW along Camp Cardinal (Miron COR 94).
   LS: $ 20,636.83

Total: $ 29,502.61

Change Order No. 15 increases the contract amount by $ 29,502.61.

City of Coralville Accounting No. 390-750-89 785.06
V&K Job No. 283243
MIRON CONSTRUCTION, INC.

By ____________________________
David G. Voss Jr, President

Title ____________________________

Date ________ 3-23-2021 ________

VEENSTRA & KIMM, INC.

By ____________________________
Emily Ginebaugh

Title ____________________________
Project Engineer

Date ________ 3/19/2021 ________

CITY OF CORALVILLE, IOWA

By ____________________________

Title Mayor

Date ____________________________

CITY OF CORALVILLE, IOWA

By ____________________________
Dan Holden

Title City Engineer

Date ________ 3/25/2021 ________
Date: 3/16/2021
To: Honorable Mayor and City Council
From: Sherri Proud
Title: Director of Parks and Recreation
CC: Kelly Hayworth, City Administrator
Re: Establishment of turf at riverfront park area by August 2021

The City has an opportunity to partner with Deacon Sports and Entertainment, owner of the new hockey team that will play at Xstream Arena, to bring outdoor concerts to the Iowa River Landing at the new riverfront park area. In order to collaborate on these concerts, the City needs to establish turf at the recently graded park. The care of this area will follow under the Turf & Hort contract currently held by Quality Care. I had Quality Care break out the establishment of the turf separate from the weekly care of the park. The goal is to be ready for the first concert in August of this year. This means we will need to be aggressive in grass establishment with a top dressing of compost, having the area drill seeded, applying fertilizer on a regular basis during establishment year, and overseeding throughout the summer. Separate from the quote is to also water the turf during establishment period and staff is still evaluating the best way to accomplish. I would also recommend temporary fencing and signing the park area that we are working to establish grass while this work is being done so the best field of grass can be established without anyone driving or riding through it and causing more work to have to be done. The quote for turf establishment is $19,359. I would recommend this quote be adopted to establish turf at the riverfront park. This project would be paid from the Non-CAM, TIF budget.
Turf Renovation

1) Initial Clean up: Mow tall weeds, Remove trash and excess debris, Remove signs and flags, Remove rocks if possible. **$750.00**

2) Topdress park area with a layer of compost. **$9,000.00**

3) Drill seed with RPR and Contractors mix seed. **$3,200.00**

4) Starter fertilizer application. **$759.00**

5) Late Spring Application. **$759.00**

6) Early Summer Application. **$759.00**

7) Post Emergent Crabgrass Control. **$855.00**

8) Additional slice seeding to fill in as needed. **$1,000**

9) Summer Application. **$759.00**

10) Late Summer Application. **$759.00**

11) Fall Application. **$759.00**

**Total: $19,359.00**

* Additional applications may be needed based on the results of the soil test which will be provided free of charge and weather conditions. These items may include but are not limited to: Soil amendments, fungicides, specialty fertilizers, additional seed, additional specialty weed control. Any supplemental products needed will only be applied with prior approval from the city of Coralville.*
Please call if you have any questions or would like us to provide the services as listed above.
All pricing is subject to Iowa Sales tax

Please sign for approval

Thank You:

Phone:
Below is a listing of the City of Coralville’s cash balances as of July 31, 2020.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance as of 07/01/2020</th>
<th>Total Debits (increases)</th>
<th>Total Credits (decreases)</th>
<th>Ending Balance as of 07/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>$15,908,999</td>
<td>$6,580,079</td>
<td>$8,688,868</td>
<td>$13,800,210</td>
</tr>
<tr>
<td>ROAD USE</td>
<td>$2,133,278</td>
<td>$1,034,955</td>
<td>$833,462</td>
<td>$2,334,771</td>
</tr>
<tr>
<td>SPECIAL REVENUES</td>
<td>($2,585,640)</td>
<td>$1,152,715</td>
<td>$914,325</td>
<td>($2,347,250)</td>
</tr>
<tr>
<td>DEBT SERVICE &amp; SPECIAL ASSESSMENT</td>
<td>$22,922,690</td>
<td>$93,485</td>
<td>$1,138,712</td>
<td>$21,877,463</td>
</tr>
<tr>
<td>PROJECT FUNDS</td>
<td>($31,524,292)</td>
<td>$76,910</td>
<td>$984,197</td>
<td>($32,431,579)</td>
</tr>
<tr>
<td>WATER ENTERPRISE</td>
<td>$3,977,825</td>
<td>$626,412</td>
<td>$518,956</td>
<td>$4,085,280</td>
</tr>
<tr>
<td>WASTEWATER ENTERPRISE</td>
<td>$6,099,497</td>
<td>$1,368,590</td>
<td>$1,091,477</td>
<td>$6,376,610</td>
</tr>
<tr>
<td>TRUST &amp; AGENCY</td>
<td>$1,045,319</td>
<td>$8,235</td>
<td>$7,711</td>
<td>$1,045,843</td>
</tr>
<tr>
<td>PERPETUAL CARE</td>
<td>$100,409</td>
<td>$2,050</td>
<td>$0</td>
<td>$102,459</td>
</tr>
<tr>
<td>PARKING</td>
<td>$6,144,911</td>
<td>$856,944</td>
<td>$638,792</td>
<td>$6,363,063</td>
</tr>
<tr>
<td>SOLID WASTE</td>
<td>$770,454</td>
<td>$210,531</td>
<td>$193,354</td>
<td>$787,631</td>
</tr>
<tr>
<td>TRANSIT</td>
<td>$1,662,505</td>
<td>$248,498</td>
<td>$210,540</td>
<td>$1,700,463</td>
</tr>
<tr>
<td>STORM WATER</td>
<td>$1,046,624</td>
<td>$91,852</td>
<td>$96,680</td>
<td>$1,041,796</td>
</tr>
<tr>
<td>HOTEL</td>
<td>$107,154</td>
<td>$313</td>
<td>$12,917</td>
<td>$94,550</td>
</tr>
</tbody>
</table>

|                             | $27,809,733                          | $12,351,569             | $14,329,991               | $24,831,311                     |

Questions regarding the monthly Treasurer’s Report may be directed to Finance Director, Tony Roetlin.
Below is a listing of the City of Coralville's cash balances as of August 31, 2020.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance as of 08/01/2020</th>
<th>Total Debits (increases)</th>
<th>Total Credits (decreases)</th>
<th>Ending Balance as of 08/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>$13,800,210</td>
<td>$2,371,688</td>
<td>$2,877,939</td>
<td>$13,293,959</td>
</tr>
<tr>
<td>ROAD USE</td>
<td>$2,334,771</td>
<td>$243,102</td>
<td>$158,144</td>
<td>$2,419,729</td>
</tr>
<tr>
<td>SPECIAL REVENUES</td>
<td>$(2,347,250)</td>
<td>$754,273</td>
<td>$729,928</td>
<td>$(2,322,905)</td>
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<tr>
<td>DEBT SERVICE &amp; SPECIAL ASSESSMENT</td>
<td>$21,877,463</td>
<td>$73,660</td>
<td>$10,862</td>
<td>$21,940,261</td>
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<tr>
<td>PROJECT FUNDS</td>
<td>$(32,431,579)</td>
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<td>$1,216,524</td>
<td>$(33,243,266)</td>
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<tr>
<td>WATER ENTERPRISE</td>
<td>$4,085,280</td>
<td>$280,587</td>
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<td>$4,195,812</td>
</tr>
<tr>
<td>WASTEWATER ENTERPRISE</td>
<td>$6,376,610</td>
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<td>$1,353,512</td>
<td>$6,680,297</td>
</tr>
<tr>
<td>TRUST &amp; AGENCY</td>
<td>$1,045,843</td>
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<td>$541</td>
<td>$1,045,370</td>
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<tr>
<td>PERPETUAL CARE</td>
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<td>$0</td>
<td>$105,384</td>
</tr>
<tr>
<td>PARKING</td>
<td>$6,363,063</td>
<td>$907,294</td>
<td>$1,660,956</td>
<td>$5,609,401</td>
</tr>
<tr>
<td>SOLID WASTE</td>
<td>$787,631</td>
<td>$115,832</td>
<td>$113,374</td>
<td>$790,089</td>
</tr>
<tr>
<td>TRANSIT</td>
<td>$1,700,463</td>
<td>$72,534</td>
<td>$180,518</td>
<td>$1,592,479</td>
</tr>
<tr>
<td>STORM WATER</td>
<td>$1,041,796</td>
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<td>$82,564</td>
<td>$1,114,066</td>
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<tr>
<td>HOTEL</td>
<td>$94,550</td>
<td>$301</td>
<td>$12,917</td>
<td>$81,934</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td>$24,831,311</td>
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<tr>
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<td></td>
<td>$7,039,133</td>
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<td></td>
<td></td>
<td></td>
<td>$8,567,833</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,302,611</td>
</tr>
</tbody>
</table>

Questions regarding the monthly Treasurer’s Report may be directed to Finance Director, Tony Roetlin.
Below is a listing of the City of Coralville’s cash balances as of September 30, 2020.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance as of 09/01/2020</th>
<th>Total Debits (increases)</th>
<th>Total Credits (decreases)</th>
<th>Ending Balance as of 09/30/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>$13,293,959</td>
<td>$2,626,989</td>
<td>$3,510,723</td>
<td>$12,410,226</td>
</tr>
<tr>
<td>ROAD USE</td>
<td>$2,419,729</td>
<td>$314,441</td>
<td>$217,224</td>
<td>$2,516,946</td>
</tr>
<tr>
<td>SPECIAL REVENUES</td>
<td>($2,322,905)</td>
<td>$809,661</td>
<td>$660,702</td>
<td>($2,173,945)</td>
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<tr>
<td>DEBT SERVICE &amp; SPECIAL ASSESSMENT</td>
<td>$21,940,261</td>
<td>$176,963</td>
<td>$52,537</td>
<td>$22,064,687</td>
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<tr>
<td>PROJECT FUNDS</td>
<td>($33,243,266)</td>
<td>$572,498</td>
<td>$653,520</td>
<td>($33,324,288)</td>
</tr>
<tr>
<td>WATER ENTERPRISE</td>
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<td>$279,029</td>
<td>$180,445</td>
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<tr>
<td>TRUST &amp; AGENCY</td>
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<td>PERPETUAL CARE</td>
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</tr>
<tr>
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<tr>
<td></td>
<td>$23,302,611</td>
<td>$7,473,069</td>
<td>$7,343,903</td>
<td>$23,431,777</td>
</tr>
</tbody>
</table>

Questions regarding the monthly Treasurer’s Report may be directed to Finance Director, Tony Roetlin.
AN ORDINANCE AMENDING CHAPTER 55 OF THE CODE OF ORDINANCES OF THE CITY OF CORALVILLE REGARDING COMMUNITY CATS.

WHEREAS, the City Council of the City of Coralville, Johnson County, Iowa, has heretofore deemed it necessary and desirable to participate and allow a program to trap, spay/neuter and release feral cats within the City; and

WHEREAS, in order to participate in such a program, Chapter 55 of the Code of Ordinances needs to be amended to allow such a program.

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. Section 55.01 of the Code of Ordinances of the City of Coralville is hereby amended by adding the definition of “Community Cat,” which reads as follows:

   “Community Cat” means a cat that is allowed to roam freely within the City that meets the following requirements:

   i) No person owns the particular cat; and
   ii) The cat has been assessed by a licensed veterinarian and has been deemed healthy; and
   iii) The cat has been spayed or neutered.
   iv) The cat has been vaccinated against rabies, feline rhinotracheitis, calcivirus and panleukopenia; and

   A cat that has met requirements 1 through 4 above shall have its ears clipped by the veterinarian making the health assessment.

2. Amendment. Chapter 55 of the Code of Ordinances of the City of Coralville is hereby amended by adding Section 55.22 entitled “Community Cats,” which shall read as follows:

   “55.22 COMMUNITY CATS.

   1. A Community Cat shall be returned to the area where it was captured unless said cat is sick and/or injured or unless the property owner requests that said cat be removed from the property where said cat was found or captured.
2. Nuisance. Notwithstanding subparagraph 1, Community Cats that create a Nuisance as outlined in Section 55.10 of this Ordinance as determined by the Chief of Police or his/her designee, shall be captured and impounded.

3. City Not Liable. The City shall have no liability pertaining to the disposition of a Community Cat.”

3. Amendment. Section 55.14 of the Code of Ordinances of the City of Coralville is hereby amended by deleting it in its entirety and replacing it with the following:

   “55.14 AT LARGE; IMPOUNDMENT. Animals found to be at large, other than those animals deemed to be a Community Cat, shall be seized and impounded, or at the direction of the peace officer, the owner may be served a summons to appear before a proper court to answer charges made thereunder.

4. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

5. Adjudication. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

6. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

    Passed and approved this ___ day of ______________, 2021.

_____________________________
John A. Lundell, Mayor

ATTEST:

_____________________________
Thorsten J. Johnson, City Clerk