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 27, 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 27, 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 johnson@coralville.org no later than 5:00 PM, Tuesday, April 27, 2021. Or you can come in person to the Council Chambers of Coralville City Hall, 1512 7th Street, Coralville, Iowa on Tuesday, April 27, 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 May 2021 as “Bicycle Month” and May 17-23, 2021 as “Bike to Work Week.”**
5. **Citizen comments** for 15 minutes. Additional comments to continue after the consent calendar if needed. (Please limit to 5 minutes.)
6. **Johnson County Veterans Affairs Update ~ Director Gary Boseneiler**
7. **Astig Planning Flood Resilience Action Plan (FRAP) Presentation ~ CEO and Community & Environmental Planner V Fixmer-Oraiz**
8. **FISCAL YEAR 2022 IOWA DOT CONSOLIDATED TRANSIT FUNDING GRANT APPLICATION ~ PUBLIC HEARING**
   a) Public hearing on the City of Coralville Fiscal Year 2022 Iowa Department of Transportation Consolidated Transit Funding Application.
   b) Consider **resolution** authorizing the filing of an Application with the Iowa Department of Transportation for Fiscal Year 2022 Iowa DOT State Transit Assistance and Federal Transit Administration Funding.

   **Note:** This application is for 1.87122637% (approximately $304,111.00) of formula funds from the State Transit Assistance Program; $582,664.00 from state-wide federal operating assistance for transit; $32,664.00 from federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons or persons with disabilities.

9. **LOT 2, HEARTLAND PLAZA, PART FIVE ~ PUBLIC HEARING**
   a) Community Development Department Report.
   c) Public hearing on rezoning of Lot 2, Heartland Plaza, Part Five from C-2 to C-PUD 2, and the PUD-B Site Plan.
   d) **ORDINANCE NO. 2021-1009** 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, Heartland Plaza, Part Five, from C-2, Arterial Commercial District, to C-PUD 2, Commercial Planned Unit Development Two District, for 1st consideration.

**Note:** This will rezone a lot on Commerce Drive to C-PUD 2, Commercial Planned Unit Development Two District for a proposed drive-thru restaurant.

10. 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 3rd and final 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.

11. COMMUNITY CAT ORDINANCE

   a) **ORDINANCE NO. 2021-1008** An ordinance amending Chapter 55 of the Code of Ordinances of the City of Coralville regarding community cats, for 1st consideration.

   **Note:** This will ordinance is necessary for the City to participate and allow a program to trap, spay/neuter and release feral cats within the City.

12. DEER CREEK ROAD REPAIR 2021

   a) Bid Report.
   b) Consider resolution accepting bids and awarding the Construction Contract for the Deer Creek Road Repair 2021
   c) Consider resolution approving the Contract and bond documents for the Deer Creek Road Repair 2021

   **Note:** This project will reconstruct Deer Creek Road between the Iowa Interstate Railroad and 340th Street excluding the bridge over Clear Creek.

13. MUDDY CREEK LANE PATCHING & SUBDRAIN 2021

   a) Consider resolution setting a public hearing on the plans, specifications, estimate of cost and form of contract for the Muddy Creek Lane Patching & Subdrain 2021.

   **Note:** This is for full depth PCC patching and subdrain from 2332 Muddy Creek Lane (Wickham Circle) to 2426 Muddy Creek Lane. The public hearing will be May 11, 2021.

14. ENGINEERING SERVICES AGREEMENT

   a) Consider resolution approving an Engineering Services Agreement with EOR for 4th Avenue Place Concept Grading Plan.

   **Note:** This is for a concept grading plan for future redevelopment of the City’s parcels along both sides of 4th Avenue Place. This agreement is not to exceed $3,770.00.

   b) Consider resolution approving an Engineering Services Agreement with EOR for Central Park Stormwater Improvements.
Note: This will revise the Central Park Concept Plan and design stormwater improvements that will be partially funded by an existing Iowa Watershed Approach Grant the City received for the Biscuit Creek Restoration work upstream of Central Park. This agreement is not to exceed $28,701.00.

15. WATER WELL #10 RE-CASING PROJECT

a) Consider resolution approving an Engineering Services Agreement with Veenstra & Kimm, Inc. for the Water Well #10 Re-Casing Project.

Note: This is for services needed to rehabilitate Water Well #10 which will involve installing a new casing pipe. This agreement is not to exceed $35,000.00.

b) Consider resolution setting a public hearing on the plans, specifications, estimate of cost and form of contract for the Water Well #10 Re-Casing Project.

Note: The public hearing for the re-casing of Water Well #10 will be May 11, 2021.

16. IOWA RIVER LANDING

a) Consider resolution approving that certain Lease Agreement with Deacon Sports and Entertainment US, LLC.

Note: This is a two-year Lease Agreement for temporary office space for the ECHL franchise playing at the Xtream Arena at 802 Quarry Road.

b) Consider resolution approving that certain License Agreement with Coffee Emporium, LLC.

Note: This one-year License Agreement is for a coffee shop replacing High Ground Cafe.

17. SERVICES AGREEMENT

a) Consider resolution approving a Services Agreement with Cope Murphy + Co., LLP for Government Relations.

Note: This agreement is necessary to conform to Cope Murphy + Co., LLP’s change in legal structure and covers January 1, 2021 to December 31, 2023. This agreement has not increased and will not exceed $30,000 per year plus reasonable expenses not to exceed $500 over the life of the agreement.

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

a) Approve minutes for the April 13, 2021 Coralville City Council Regular Meeting.

b) Approve Class C Liquor License with Outdoor Service and Sunday Sales for Super Taco Express: Eff. 05/13.

c) Approve Special Class C Liquor License with Class B Wine Permit and Sunday Sales for Winestyles Tasting Station: Eff. 05/19.

d) Approve payment to Country Landscapes, Inc. for the Veteran’s Memorial Medallion (#0122531-IN): $18,315.00.

e) Approve payment to The Northway Corporation for emergency repairs to Water Well #10’s pump (#16195): $79,951.08.


g) Approve payment to Impact7G for Clear Creek Mitigation Bank (#20298): $44,145.00.

h) Approve payment to Bolton & Menk, Inc. for Creekside Flow Trail Lower (#0267189): $9,432.00.
i) Approve payment to **HR Green, Inc.** for I-80/1st Avenue Interchange Final Design Phase 1 (#142718): $79,379.36.

j) Approve payment to **Neumiller Electric, Inc.** for additional signs and custom backplates for IRL E. 9th Street Improvements (#24878): $4,000.00.

k) Approve payment to **Iowa Interstate Railroad LLC** for annual lease for pedestrian underpass tunnel south of Hwy 6 & 12th Avenue intersection for Clear Creek Trail connection (4/16/2021): $2,250.00.

l) Approve payment of Iowa River Landing Invoice as approved by Watts Group to **David A. Levy & Associates** for Anthropologie Design Interpretation/Assistance and Design Review (#IAACoralMar): $21,000.00.

m) Approve payment of Iowa River Landing Invoice as approved by Kapa Advisors, LLC to **Pappageorge Haymes Partners** for IRL Master Planning LOD’s & Cad Services February 2021 (#135119): $3,584.38.

n) Approve payment of Iowa River Landing Invoice as approved by Watts Group to **Wagner Construction Services** for:
   i) Anthropologie Landlord Improvements (#1) $110,475.50
   ii) 920 East 2nd Avenue #150 (#2) $16,606.00

o) Approve Pay Estimate #6 to **Peterson Contractors, Inc.** for the Iowa River Trail: $89,899.02.

p) Accept quotes and approve payment to **MTI** a Toro distributor for four new mowers (a Groundmaster 1200 (Pull Behind Mower), Sand Pro, Turbine Blower, and 2 used Toro Workman (Utility Vehicles) for Brown Deer Golf Course: not to exceed $65,104.30 which includes the trade in value of three pieces of equipment for $7,750.00.

q) Approve attendance of Shane Kron to IACP Training Conference in New Orleans, LA from 9/10-15/2021: $2,234.45.

r) Approve attendance of Brendon O’Sullivan to an EMT Certification Course in Iowa City, IA from May 17, 2021 to June 18, 2021: $1,663.00.

s) Approve the October 2020, November 2020 and December 2020 Treasurer’s Reports.

t) Approve Bill List for April 27, 2021.

19. **City Administrator’s report.**

20. **Mayor’s report.**

21. **City Attorney’s report.**

22. **Committee and Councilmember’s report.**

23. **Motion to adjourn.**

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

1. May Planning & Zoning Submittals ~ Dave Johnson
2. Library Department Report ~ Alison Ames Galstad
3. City Administrator’s time.
Date: 4/7/2021
To: Honorable Mayor and City Council
From: Vicky Robrock
Title: Director of Parking and Transportation
CC: Kelly Hayworth, Ellen Habel
Re: FY 2022 Iowa Consolidated Transit Funding Application

The following projects have been programmed by Coralville Transit for Federal Transit Administration (FTA) Section 5307, 5310, and/or 5339 funds for FY2021. The projects will be included in the FY2022 Iowa DOT Consolidated Transit Funding Application that the Metropolitan Planning Organization of Johnson County (MPOJC) is completing and in the 2022-2025 MPOJC Transportation Improvement Program (TIP).

### FY2022 Federal Transit Administration Program of Projects

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Total:</th>
<th>FTA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Operating Assistance (5307)</td>
<td></td>
<td>$550,000 (estimated)</td>
</tr>
<tr>
<td>2. Contracted services for persons with special needs (5310)</td>
<td>$334,800</td>
<td>$32,664 (estimated)</td>
</tr>
<tr>
<td>3. Associated capital bus maintenance (spare parts)</td>
<td>$75,000</td>
<td>$60,000</td>
</tr>
<tr>
<td>4. Design and construct Intermodal Transportation Center/Phase II</td>
<td>$10,500,000</td>
<td>$8,400,000</td>
</tr>
<tr>
<td>5. Purchase 3 - 40’ heavy-duty buses w/cameras (8) and fixed route configuration for service expansion</td>
<td>$1,568,130</td>
<td>$1,332,910</td>
</tr>
<tr>
<td>6. Purchase 5 - 40’ heavy-duty bus (108, 109, 110, 111, 112) w/cameras (8) and fixed route configuration for replacement</td>
<td>$2,613,550</td>
<td>$2,221,518</td>
</tr>
<tr>
<td>7. Purchase 4 - 176” light-duty expansion buses w/cameras (6)</td>
<td>$408,000</td>
<td>$346,800</td>
</tr>
<tr>
<td>8. Construct new transit facility (Phase II)</td>
<td>$1,500,000</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>9. Replace 2 passenger shelters and associated improvements</td>
<td>$14,000</td>
<td>$11,200</td>
</tr>
<tr>
<td>10. Purchase 3 passenger shelters</td>
<td>$21,000</td>
<td>$16,800</td>
</tr>
<tr>
<td>11. Purchase shop equipment (armature lathe, misc.)</td>
<td>$75,000</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

Total Capital Funds: $16,774,680
FTA Capital Funds: $13,649,230
FTA Operating Funds: $582,664
City of Coralville
MEMORANDUM

Inclusion of these projects in this application and the FY2022-2025 Transportation Improvement Program does not guarantee funding for FY2022. Iowa DOT submits an annual statewide application for capital funds with the Federal Transit Administration and the actual availability of funding will not be known until fall of 2021.

If you have any further questions, please do not hesitate to contact me.
RESOLUTION NO. 2021- ________

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR FY 2022 IOWA DOT STATE TRANSIT ASSISTANCE AND FEDERAL TRANSIT ADMINISTRATION FUNDING.

WHEREAS, the City of Coralville, Iowa has undertaken to provide its residents with a public transportation system; and

WHEREAS, the Iowa Department of Transportation offers financial assistance to local governmental units for their public transportation systems.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORALVILLE, IOWA:

That we, hereby, authorize Kelly Hayworth, City Administrator, on behalf of the City of Coralville, to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program: 1.87% (approximately $304,111) of formula funds

From statewide federal operating assistance for transit: $550,000

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons or person with disabilities: $32,664

From state-wide federal capital assistance for transit: $13,649,230

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that the City of Coralville has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request the State Transit Assistance formula funding be advanced monthly, or as allowed by law, to improve transit system cash flow.

It was moved by ________________ and seconded by ________________ the Resolution be adopted, and upon roll call there were:

<table>
<thead>
<tr>
<th>AYES</th>
<th>NAYS</th>
<th>ABSENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Passed and approved this 27th day of April 2021.

__________________________________________
John A. Lundell, Mayor
City of Coralville
P.O. Box 5127
Coralville, IA 52241-0127

ATTEST: ___________________________
Thorsten J Johnson, City Clerk
Date: 4/22/2021
To: Honorable Mayor Lundell and City Council Members
From: David Johnson
Title: Community Development Director
Re: Lot 2 Heartland Plaza Part 5

Introduction
This memorandum forwards a request by Swarm R.E. Partners, LLC/James Rizutti to approve rezoning Lot 2 Heartland Plaza Part 5 (2800 Commerce Drive) from the C-2 Arterial Commercial District to the C-PUD-2 Commercial Planned Unit Development Two District and a PUD-B Site Plan to allow for a drive-thru restaurant.

Staff Analysis
The site is currently occupied by the former Village Inn restaurant located at 2800 Commerce Drive. The restaurant is now vacant and will be demolished. The property is located in the West Land Use Area Master Plan. New development and redevelopment in the West Land Use Area is required to be considered under a Planned Unit Development.

Staff has reviewed the rezoning request and finds the development conforms with the Land Use Plan Map designation of Regional Commercial. Restaurants are allowed uses in this designation. The site and building development also conform with the West Land Use Area Master Plan design guidelines.

Recommendation of the Commission
The Planning and Zoning Commission reviewed the request at their April 7, 2021 meeting. By a vote of 7-0 the Commission recommended approval of the rezoning and PUD-B Site Plan for Lot 2 Heartland Plaza Part 5.
PLANT KEY DESCRIPTION.

17. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ACTUAL PLANT QUANTITIES REQUIRED TO

14. ALL AREAS DISTURBED DURING CONSTRUCTION THAT ARE NOT DESIGNATED AS PLANTING BEDS OR PAVEMENT

13. ALL PLANTING BEDS SHALL BE TREATED WITH DACTHAL PRE-EMERGENT HERBICIDE AT MANUFACTURER

10. ALL PLANTING BEDS NOT FULLY CONTAINED BY CONCRETE CURBS OR WALKS SHALL BE EDGED ACCORDING TO

7. ANY SUBSTITUTION OF SPECIFIED PLANT MATERIAL WILL NOT BE ALLOWED WITHOUT WRITTEN AUTHORIZATION

6. THE LANDSCAPE PLANTING PLAN GRAPHICALLY ILLUSTRATES OVERALL PLANT MASSINGS. EACH PLANT SPECIES

5. LOCATION AND PLACEMENT OF ALL PLANT MATERIAL SHALL BE COORDINATED WITH LANDSCAPE ARCHITECT

4. DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE AND SHALL BE REMOVED AT FREQUENT INTERVALS. AT

3. IRRIGATION SYSTEMS AND/or DRAINAGE SYSTEMS SHALL BE INSTALLED ACCORDING TO PLANT MATERIAL SPECIFICATIONS.

2. SITE TREATMENT SHALL BE PERFORMED ACCORDING TO PLANT MATERIAL SPECIFICATIONS.

1. LANDING CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF PLANT SPECIES ACCORDING TO PLANT MATERIAL SPECIFICATIONS.
ORDINANCE NO. 2021-1009

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, HEARTLAND PLAZA, PART FIVE, FROM C-2, ARTERIAL 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 Redhawk Subdivision, Part Two, 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.

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 May, 2021.

____________________________
John A. Lundell, Mayor

ATTEST:

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

Legal description is as follows:

LOT TWO (2), HEARTLAND PLAZA - PART FIVE, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 41, PAGE 305, PLAT RECORDS OF JOHNSON COUNTY, IOWA.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S07°00’42”E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 260.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S82°59’18”W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 198.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N07°00’42”W, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 260.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N82°59’18”E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 198.88 FEET TO THE POINT OF BEGINNING.
City of Coralville
MEMORANDUM

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: 4/22/2021
To: Hon. Mayor and City Councilmembers
From: Kevin D. Olson
Title: City Attorney
CC: Thorsten J. Johnson
Re: Community Cat Ordinance

This ordinance amends the Animal Control Code to allow for the trap, neuter/spay, and release of feral cats (cats without owners). The ordinance outlines the requirements for placing these community cats back into the community. This program will be undertaken by volunteers, and not a program of the City. As we discussed at the work session, I have added a prohibition for feeding stations on city owned property, as well as near playgrounds/school property.
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, calicivirus 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. Prohibition. No feeding station shall be located on property owned by the City or be located within two hundred (200) feet of a playground or school property.

43. 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
The following bid for Deer Creek Road Repair 2021 was received on April 20, 2021:

LL Pelling Company, Inc.: Base bid: $178,438.70; Bid Alternate (geogrid): $5,996.40

The Engineer’s Estimate for the Base Bid was $165,848.00 and the estimate for the Bid Alternate (geogrid) was $7,890.00.

I recommend award of the contract to LL Pelling Company, Inc., in the amount of $184,435.10 (base bid + bid alternate).
RESOLUTION NO. 2021-_______

RESOLUTION ACCEPTING BIDS AND AWARDING THE CONSTRUCTION CONTRACT 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 make repairs to Deer Creek Road; the project having been referred to as the “Deer Creek Road Repair 2021,” hereinafter the “Project;” and

WHEREAS, the bids for the aforementioned project were received, opened and tabulated on March 20, 2021 as per published notice; and

WHEREAS, the bid from L.L. Pelling, Inc. of $178,438.70 and bid alternate of $5,996.40 was the lowest, most responsive, responsible bid; and

WHEREAS, the City Engineer has heretofore reviewed the bids and recommended that the City Council approve and accept the aforementioned bid for said Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the bid from L.L. Pelling, Inc. of $178,438.70 and bid alternate of $5,996.40 is hereby accepted. Further, the Construction Contract is therefore awarded to L.L. Pelling, Inc. for the aforementioned bid amount.

* * * * * *

Passed and approved this 27th day April, 2021.

_____________________
John A. Lundell, Mayor

ATTEST:

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

RESOLUTION APPROVING THE CONTRACT AND BOND DOCUMENTS FOR THE DEER CREEK ROAD REPAIR 2021.

WHEREAS, the City Council of the City of Coralville did heretofore receive the bids for the “Deer Creek Road Repair 2021” (the “Project”); and

WHEREAS, the bid from L.L. Pelling, Inc. of $178,438.70 and bid alternate of $5,996.40 was the lowest, most responsive, responsible bid submitted for the project; and

WHEREAS, accordingly, the City Council did heretofore award the contract for the Project to L.L. Pelling, Inc. for a bid of $178,438.70 and bid alternate of $5,996.40 and

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

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

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

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

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

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

* * * * * * * *

Passed and approved this 27th day of April, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

_______________________________
Thorsten J. Johnson, City Clerk
Date: 4/9/2021
To: Mayor & City Council
From: Eric Fisher
Title: Street & Solid Waste Superintendent
CC: City Administrator Kelly Hayworth, City Clerk Thor Johnson
Re: Muddy Creek Lane Patching & Subdrian

This project will include full depth PCC patching and subdrain from 2332 Muddy Creek Ln. (Wickham Cir.) to 2426 Muddy Creek Ln. Construction will occur during ICCSD summer break.

Proposed Council Meeting schedule:

- June 1: Bids due by 2:00 PM and opened immediately thereafter.
- June 8: Bid report and consider award of contract.

Engineer's Estimate: $115,000.00
Notice of Public Hearing

MUDDY CREEK LANE PATCHING & SUBDRAIN 2021
Coralville, Iowa

Notice of Public Hearing on plans and specifications, proposed form of contract and cost estimate for construction of the Muddy Creek Patching & Subdrain 2021 for the City of Coralville, Iowa.

The Council of the City of Coralville, in Johnson County, Iowa, will meet at the City Hall in said municipality, on May 11, 2021, at 6:30 p.m., at which time and place, a hearing will be held on the plans and specifications, proposed form of contract, and estimate of cost for the construction of the following improvements:

Muddy Creek Lane Patching & Subdrain 2021
Full-depth PCC pavement removal, replacement and subdrain installation.

At said hearing, the Council will consider said plans and specifications, proposed form of contract and the estimate of cost for the project, the same now being on file in the office of the Clerk, reference to which is made for a more detailed and complete description of the proposed work, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or cost of such project made by any interested party.

Published by the order of the City of Coralville, Iowa.

CITY OF CORALVILLE, IOWA,

John A. Lundell, Mayor
RESOLUTION NO. 2021-_____

RESOLUTION SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT FOR THE MUDDY CREEK LANE PATCHING & SUBDRAIN 2021.

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

WHEREAS, because the project is over the bid threshold according to Chapter 26 of the Code of Iowa, the City needs to hold a hearing on the plans and specifications; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that a public hearing on the plans, specifications, estimate of cost and form of contract will be held at 6:30 pm in the Council Chambers at City Hall, 1512 7th Street, Coralville, Iowa on Tuesday, May 11, 2021.

BE IT FURTHER RESOLVED, that the City Clerk is directed to publish notice of the public hearing as required by law.

Passed and approved this 27th day of April, 2021.

_________________________________
John A. Lundell, Mayor

ATTEST:

_________________________________
Thorstten J. Johnson, City Clerk
Date: 4/21/2021
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 4th Avenue Place Concept Grading Plan

This Engineering Services Agreement (ESA) with EOR, Inc., is for the development of a concept grading plan for future redevelopment of the City’s parcels along both sides of 4th Avenue Place. The grading plan will raise the ground elevation to one foot above the 100-year floodplain, ensure ADA-compliant slopes on the future road and sidewalks, and maintain maximum developable area on the City’s parcels. I recommend approval of the ESA with EOR, Inc., for the not-to-exceed fee of $3,770.00.
ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this _____ day of ____________, 2019, by and between the City of Coralville, a Municipal Corporation, 1512 7th Street, P.O. Box 5127, Coralville, IA 52241-0127, hereinafter referred to as the "CITY," and Emmons and Olivier Resources, Inc. (aka “EOR”), Suite 300 - 1919 University Ave. West, St Paul, MN 55104 (local office at 2201 East Grantview Drive, Coralville, Iowa 52241), hereinafter referred to as the "CONSULTANT".

WHEREAS, the City Council of the City of Coralville did heretofore deem it necessary and desirable to design improvements at 4th Avenue Place, Coralville, Iowa (the “Services”), said Services described on Exhibit “A” attached hereto; and

WHEREAS, the City Council did also heretofore deem it necessary to acquire professional engineering services to assist the CITY in investigating and identifying future projects the City could undertake in the future; and

WHEREAS, the CONSULTANT was chosen as the engineer of record to provide the Services; and

WHEREAS, the CONSULTANT is capable of supplying the desired Services for a cost of not-to-exceed the maximum of $3,770.00 for said Services; and

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to provide the Services for a total consulting fee not to exceed $3,770.00 under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner the Services as set forth in Exhibit "A" attached hereto.

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder in accordance with performance schedule set forth below:

As soon as possible, following the IWA Project Schedule
The CONSULTANT does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the CONSULTANT to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL PROVISIONS.

A. The CONSULTANT shall not commit any of the following employment practices in connection with or while rendering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONSULTANT in connection with the Services. Upon request, the CONSULTANT shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONSULTANT and a subcontractor in connection with the Services to confirm to the satisfaction of the CITY that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

B. The CITY may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the CITY does so terminate this Agreement, the CONSULTANT shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the Coralville City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Services in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the CONSULTANT, without the express written consent of the Coralville City Council.

D. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the CONSULTANT by the CITY in connection with the Services shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONSULTANT has first obtained the written approval of same from the CITY; and further provided that, should the CONSULTANT so engage subcontractors under the terms of this Subparagraph
III(D), the CONSULTANT shall be solely responsible for compensating any such subcontractors.

E. The CITY shall make all criteria, design and construction standards, and information regarding the CITY’s requirements for the Services available to the CONSULTANT upon reasonable request by the CONSULTANT therefor. The CITY shall furnish reasonable assistance to the CONSULTANT in the use of said information and documentation at the request of CONSULTANT.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Coralville City Code of Ordinances.

G. At the request of the CITY, the CONSULTANT shall attend meetings of the City Council that relate to the Services hereunder.

H. The CONSULTANT agrees to certify all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the CITY, the CONSULTANT shall provide the CITY with copies of all basic notes and sketches, charts, computations, maps, plans, drawings and any other data prepared or obtained by the CONSULTANT pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the Services. Furthermore, should the CONSULTANT prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the CONSULTANT shall furnish said data in disk form upon termination of this Agreement. It is understood, however, that the CONSULTANT shall not be liable for the CITY’s use of such documents, materials or data on other projects.

J. Original drawings prepared by the CONSULTANT under this Agreement shall become the property of the CITY. The CONSULTANT shall be allowed to keep copies for the CONSULTANT’s own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Services shall be paid by the CITY.

L. CONTRACTOR shall provide and maintain insurance throughout the term of this Agreement in the following minimum amounts:

1. Workman’s Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement
2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Services in the amount of not less that $1,000,000 per occurrence of $2,000,000 aggregate coverage.

3. Public liability and property damage liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars ($1,000,000.00) for one person and two million dollars ($2,000,000.00) for each accident; for property damage not less than one million dollars ($1,000,000.00) for each accident and two million dollars ($2,000,000.00) aggregate during such policy period. Said insurance shall name the City of Coralville as an Additional Insured under the policy.

4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars ($500,000.00) for one person and one million dollars ($1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars ($250,000.00) for each accident or a combined single limit of one million dollars ($1,000,000.00)

5. Governmental immunities endorsement as shown on Exhibit “B”.

CITY shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

The CONTRACTOR shall furnish Certificates of Insurance to the CITY made in favor of the CITY prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONSULTANT for services rendered under this Agreement for a total fee of $3,770.00 for the Services. Said fee can only increase if agreed upon in writing by the CITY.

The CONSULTANT also acknowledges that:

A. No payment shall be made to the CONSULTANT hereunder if the Services are not proceeding on schedule unless otherwise hereafter agreed to in writing by the CITY.

B. In any event, no payment hereunder shall become due and payable until submission to the CITY by the CONSULTANT of a billing statement
therefor and review and approval of the billing statement by the Coralville City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION, WARRANTY, AND GUARANTEE.

The CONSULTANT agrees to fully indemnify, defend, save and hold the CITY, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the CONSULTANT, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Services.

The CONSULTANT warrants and guarantees to the CITY that it will perform its obligations under this Agreement in conformance with the generally accepted standards of the engineering profession. If within one year from acceptance of the Services by the City Council, any of the work provided under the scope of services described on Exhibit “A” by CONSULTANT pursuant to this Agreement is found to be defective, CONSULTANT shall immediately and without cost to the CITY, perform any corrective services as are necessary to conform to this required warranty and guarantee. In the event that CONSULTANT fails to correct said defective work, the CITY shall have the right to correct or cause to be corrected the defective work, and the CONSULTANT shall pay to the CITY all direct and indirect costs of said corrective work.

VI. HAZARDOUS MATERIALS.

The CONSULTANT hereby warrants and represents that the CONSULTANT (i) has not created nor contributed to the creation or existence, (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises where the Services are performed or related to the Services. The CONSULTANT, in addition to the general indemnification set forth in Provision V above, does hereby further fully indemnify, defend, save and hold harmless the CITY, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CITY, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and
conditions of this Agreement are in conflict with said generally accepted professional standards, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to be rendered by the CONSULTANT hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Johnson County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the CONSULTANT, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONSULTANT, the CITY or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. MODIFICATION.

The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

XIII. WAIVER.
No waiver by the CITY of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the CITY in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the CITY shall preclude future exercise thereof or the exercise of any other right or remedy.

XIV. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XV. FINAL AGREEMENT:

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the services to be rendered by the CONSULTANT to the CITY in connection with the Services, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONSULTANT and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.
ACCEPTED & AGREED:

CONSULTANT:  
Emmons and Olivier Resources, Inc.

By: ____________________________  
John A. Lundell, Mayor

CITY OF CORALVILLE:

ATTEST:

______________________________  
Thorsten J. Johnson, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this ______ day of ________________, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John A. Lundell and Thorsten J. Johnson, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and John A. Lundell and Thorsten J. Johnson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

______________________________  
A Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this ______ day of ________________, 2019, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared  

______________________________ who executed this document as

______________________________ of EOR Inc.

______________________________  
A Notary Public in and for the State of Iowa  
My commission expires
EXHIBIT “A”  
(4 PAGES)
Attachment A - Scope of Services

Project Understanding
EOR (“Consultant”) understands that the City of Coralville (“City”) wishes to conduct specific municipal improvements involving fill along 4th Avenue Place adjacent to Biscuit Creek. This project will develop concept grading contours and investigate the effect of the fill on the adjacent floodplain / floodway. Future work will be required to fully design the improvements and prepare regulatory submittals for approval.

General Description of Services Included in this Scope –
The major project elements include the following:

- 4th Avenue Place Redevelopment (Concept design only)
  - Provide updated concept grading design for the 4th Avenue Place redevelopment area
    - Update the previously developed grading plan, sufficient to raise the redevelopment parcels (only) to one foot above the 100-yr floodplain, minimum
    - The concept grading will be included in the hydraulic modeling developed for the separate IWA Project, but the impacts of this project will be assessed separately.
    - Maintain developable parcels, ADA compliant slopes on the roadway and sidewalks, and tie into existing grade south of the north parcel lines for 714 and 715 4th Ave Pl, and east of the west parcel lines for 702, 706, 710, and 714 4th Ave Pl.
  - It is recommended that the City consider beginning a CLOMR-F process to obtain assurance that FEMA will approve the LOMR-F after construction. This service is not currently included, but can be added by amendment after associated work herein is complete.

Project Assumptions –
Consultant will base the project design on the following standards and specifications:

- Iowa Statewide Urban Design and Specifications (“SUDAS”) 2020
- City of Coralville Supplement to SUDAS
- Regulations set forth in:
  - Clean Water Act Sections 401 and 404 (Wetlands and water quality)
  - Iowa Administrative Code Chapter 71 (Floodplain Development)
  - Iowa Administrative Code Chapter 13 (Sovereign Lands)
- Regulatory interactions and permitting services other than those mentioned specifically below are not included and are assumed to be provided by others, or can be provided under separate contracts. Examples include Section 404, 401, 106, 10, Threatened and Endangered Species Assessments and other environmental clearances, NEPA requirements, etc.

Subconsultants –
None anticipated

Specific Scope of Services Items, Tasks and Deliverables
1. Project Management
1.1. Project Administration
1.1.1. Management of Team, Budget, Schedule, and Scope
Consultant will manage the project with respect to internal staff, regulatory interactions, and Client communications. A formal communication chain will be established to prevent confusion and re-work. Consultant will manage production of the internal designers, review all invoicing and manage the overall design phase budgets and schedules.

Meetings

1.1.2. Design Review Meetings
After development of the Concept Plans Consultant will meet with City to review comments and improve the plans prior to moving forward.

2. Hydrologic and Hydraulic Analysis

2.1.1. 4th Avenue Place fill implications – the Biscuit Creek HEC-RAS model will be updated to incorporate the proposed grading to estimate the effects of the grading on local flood profiles (for planning and to compliment future regulatory applications).

Deliverables – The hydraulic calculations and summary memo will be provided to City for future usage.

2.2. Permitting Services
2.2.1. None at this time

3. Design and Construction Documents
Consultant previously developed concept level designs and cost estimates. This task will build upon previous work.

3.1. Concept Designs and Park Plan
3.1.1. Concept grading plan for 4th Avenue Place – The concept level grading plan previously developed for all properties on 4th Avenue Place will be revised such that 720 4th Avenue Place is not included in the grading changes. The remaining parcels will be graded to raise the building pad a minimum of one foot above the recently-revised 100-year floodplain elevation. The goal of the grading will be to maintain developable parcels, ADA compliant slopes on the roadway and sidewalks, and tie into existing grade south of the north parcel lines for 714 and 715 4th Avenue Place, and east of the west parcel lines for 702, 706, 710, and 714 4th Avenue Place.

Schedule –
The work in this scope will commence immediately upon receiving Notice to Proceed and will follow the schedule of the IWA project (modeling component is related).

**Fees**
Consultant proposes to provide the services described herein based on the current rate schedule (2021) including labor, equipment, materials, subconsultants, and reasonable expenses (travel, mileage, printing fees, bid service listing fees, etc.). The fees for this scope of services will not exceed the estimate below without specific written acceptance for additional services provided by City.

**The total fee for this Scope of Services is estimated to be $3,770**

The actual effort included in the billings may include work completed before the contract is fully executed if the work is described in the scope of services and pertinent to the timely execution of project progress. If additional services beyond those included in this scope are requested, or otherwise determined to be required, this fee estimate will be revised in writing and communicated with Client.

**Tasks Not Included at this Time**
The following tasks and services are not included in this scope of services, but could be added by contract amendment.
1. NEPA or other Environmental Assessment type and related tasks.
2. Survey services beyond those described
3. Geotechnical services are not included for this project, but could be added if the need arises
4. Letters of Map Revision (LOMR, CLOMR, LOMR-F, CLOMR-F, etc.), or other FEMA floodplain map amendment services.

**Tasks Expected of Client, City, or others** –
- a. City shall appoint a project manager that will serve as the primary point of contact regarding the project.
- b. Delivery of all other pertinent background materials: reports, plans, survey data, hydraulic modeling, photographs, construction drawings, utility information, previous work on the project, regulatory or hazardous materials records, etc. These materials are necessary at the beginning of the project.
- c. Review of submittals and return of comments to Consultant within two weeks from the date of submittal, in order to maintain the schedule above.
- d. All reviewers from the various departments within City’s and Client’s organizations shall submit comments to the City’s project manager, who will collect and forward them to the Consultant at one time for each submittal phase (to prevent re-work and confusion).
- e. Provision of all legal and administrative requirements necessary for processing of permit applications, easements, subcontract requirements, etc.
- f. Payment of permit application fees directly, and submittal of permit applications that are required to be submitted by the owner (NPDES #2 for example).
## EOR 2021 HOURLY FEE SCHEDULE

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate (*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional 1</td>
<td>$111.00</td>
</tr>
<tr>
<td>Professional 2</td>
<td>$138.00</td>
</tr>
<tr>
<td>Professional 3</td>
<td>$166.00</td>
</tr>
<tr>
<td>Professional 4</td>
<td>$186.00</td>
</tr>
<tr>
<td>Technician 1</td>
<td>$80.00</td>
</tr>
<tr>
<td>Technician 2</td>
<td>$96.00</td>
</tr>
<tr>
<td>Technician 3</td>
<td>$117.00</td>
</tr>
<tr>
<td>Principal Partner</td>
<td>$229.00</td>
</tr>
<tr>
<td>Support Staff</td>
<td>$76.00</td>
</tr>
</tbody>
</table>

**Professionals:**
Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor’s or advanced degrees.

**Technicians:**
Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

**Principal Partners:**
Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

**Support Staff:**
Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

**Additional Notes:**
- Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.
- Subcontracted services will be billed at cost plus 15% to cover overhead expenses.
- Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.
- Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.

(*) Rates reviewed and adjusted on an annual basis.
EXHIBIT “B”

"The Companies affording coverage and the Additional Insured, City of Coralville, Johnson County, Iowa, expressly agree and state that the purchase of this policy of insurance by the Insured and the listing of the City of Coralville as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and the Additional insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."
RESOLUTION NO. 2021-____

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH EOR, INC. FOR THE 4TH AVENUE PLACE CONCEPT GRADING PLAN.

WHEREAS, the City Council of the City of Coralville deems it necessary and desirable to develop a concept grading plan for future redevelopment of City parcels along both sides of 4th Avenue Place, the project having been referred to as the “4th Avenue Place Concept Grading Plan”, 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 concept grading plan for future development of City parcels along both sides of 4th Avenue Place for the Project, for not to exceed $3,770.00; 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 27th day of April, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

_______________________________
Thorsten J. Johnson, City Clerk
Date: 4/22/2021
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 Central Park Improvements

This Engineering Services Agreement (ESA) with EOR, Inc., is to revise the Central Park Concept Plan and design stormwater improvements that will be partially funded by an existing Iowa Watershed Approach Grant the City received for the Biscuit Creek Restoration work upstream of Central Park. I recommend approval of the ESA with EOR, Inc., for the not-to-exceed fee of $28,701.00.
ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this _____ day of ____________, 2019, by and between the City of Coralville, a Municipal Corporation, 1512 7th Street, P.O. Box 5127, Coralville, IA 52241-0127, hereinafter referred to as the "CITY," and Emmons and Olivier Resources, Inc. (aka “EOR”), Suite 300 - 1919 University Ave. West, St Paul, MN 55104 (local office at 2201 East Grantview Drive, Coralville, Iowa 52241), hereinafter referred to as the "CONSULTANT".

WHEREAS, the City Council of the City of Coralville did heretofore deem it necessary and desirable to design improvements at Central Park, Coralville, Iowa (the "Services"), said Services described on Exhibit “A” attached hereto; and

WHEREAS, the City Council did also heretofore deem it necessary to acquire professional engineering services to assist the CITY in investigating and identifying future projects the City could undertake in the future; and

WHEREAS, the CONSULTANT was chosen as the engineer of record to provide the Services; and

WHEREAS, the CONSULTANT is capable of supplying the desired Services for a cost of not-to-exceed the maximum of $28,701.00 for said Services; and

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to provide the Services for a total consulting fee not to exceed $28,701.00 under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner the Services as set forth in Exhibit "A" attached hereto.

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder in accordance with performance schedule set forth below:

As soon as possible, following the IWA Project Schedule
The CONSULTANT does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the CONSULTANT to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL PROVISIONS.

A. The CONSULTANT shall not commit any of the following employment practices in connection with or while rendering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONSULTANT in connection with the Services. Upon request, the CONSULTANT shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONSULTANT and a subcontractor in connection with the Services to confirm to the satisfaction of the CITY that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

B. The CITY may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the CITY does so terminate this Agreement, the CONSULTANT shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the Coralville City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Services in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the CONSULTANT, without the express written consent of the Coralville City Council.

D. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the CONSULTANT by the CITY in connection with the Services shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONSULTANT has first obtained the written approval of same from the CITY; and further provided that, should the CONSULTANT so engage subcontractors under the terms of this Subparagraph
III(D), the CONSULTANT shall be solely responsible for compensating any such subcontractors.

E. The CITY shall make all criteria, design and construction standards, and information regarding the CITY's requirements for the Services available to the CONSULTANT upon reasonable request by the CONSULTANT therefor. The CITY shall furnish reasonable assistance to the CONSULTANT in the use of said information and documentation at the request of CONSULTANT.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Coralville City Code of Ordinances.

G. At the request of the CITY, the CONSULTANT shall attend meetings of the City Council that relate to the Services hereunder.

H. The CONSULTANT agrees to certify all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the CITY, the CONSULTANT shall provide the CITY with copies of all basic notes and sketches, charts, computations, maps, plans, drawings and any other data prepared or obtained by the CONSULTANT pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the Services. Furthermore, should the CONSULTANT prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the CONSULTANT shall furnish said data in disk form upon termination of this Agreement. It is understood, however, that the CONSULTANT shall not be liable for the CITY's use of such documents, materials or data on other projects.

J. Original drawings prepared by the CONSULTANT under this Agreement shall become the property of the CITY. The CONSULTANT shall be allowed to keep copies for the CONSULTANT's own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Services shall be paid by the CITY.

L. CONTRACTOR shall provide and maintain insurance throughout the term of this Agreement in the following minimum amounts:

1. Workman’s Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement
2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Services in the amount of not less that $1,000,000 per occurrence of $2,000,000 aggregate coverage.

3. Public liability and property damage liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars ($1,000,000.00) for one person and two million dollars ($2,000,000.00) for each accident; for property damage not less than one million dollars ($1,000,000.00) for each accident and two million dollars ($2,000,000.00) aggregate during such policy period. Said insurance shall name the City of Coralville as an Additional Insured under the policy.

4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars ($500,000.00) for one person and one million dollars ($1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars ($250,000.00) for each accident or a combined single limit of one million dollars ($1,000,000.00)

5. Governmental immunities endorsement as shown on Exhibit “B”.

CITY shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

The CONTRACTOR shall furnish Certificates of Insurance to the CITY made in favor of the CITY prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONSULTANT for services rendered under this Agreement for a total fee of $28,701.00 for the Services. Said fee can only increase if agreed upon in writing by the CITY.

The CONSULTANT also acknowledges that:

A. No payment shall be made to the CONSULTANT hereunder if the Services are not proceeding on schedule unless otherwise hereafter agreed to in writing by the CITY.

B. In any event, no payment hereunder shall become due and payable until submission to the CITY by the CONSULTANT of a billing statement
therefor and review and approval of the billing statement by the Coralville City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION, WARRANTY, AND GUARANTEE.

The CONSULTANT agrees to fully indemnify, defend, save and hold the CITY, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the CONSULTANT, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Services.

The CONSULTANT warrants and guarantees to the CITY that it will perform its obligations under this Agreement in conformance with the generally accepted standards of the engineering profession. If within one year from acceptance of the Services by the City Council, any of the work provided under the scope of services described on Exhibit “A” by CONSULTANT pursuant to this Agreement is found to be defective, CONSULTANT shall immediately and without cost to the CITY, perform any corrective services as are necessary to conform to this required warranty and guarantee. In the event that CONSULTANT fails to correct said defective work, the CITY shall have the right to correct or cause to be corrected the defective work, and the CONSULTANT shall pay to the CITY all direct and indirect costs of said corrective work.

VI. HAZARDOUS MATERIALS.

The CONSULTANT hereby warrants and represents that the CONSULTANT (i) has not created nor contributed to the creation or existence, (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises where the Services are performed or related to the Services. The CONSULTANT, in addition to the general indemnification set forth in Provision V above, does hereby further fully indemnify, defend, save and hold harmless the CITY, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CITY, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and
conditions of this Agreement are in conflict with said generally accepted professional standards, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to be rendered by the CONSULTANT hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Johnson County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the CONSULTANT, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONSULTANT, the CITY or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. MODIFICATION.

The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

XIII. WAIVER.
No waiver by the CITY of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the CITY in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the CITY shall preclude future exercise thereof or the exercise of any other right or remedy.

XIV. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XV. FINAL AGREEMENT:

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the services to be rendered by the CONSULTANT to the CITY in connection with the Services, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONSULTANT and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.
ACCEPTED & AGREED:

CONSULTANT: Emmons and Olivier Resources, Inc.

By: ____________________________

Pat Conrad Sr. Partner
Print name and title

John A. Lundell, Mayor

CITY OF CORALVILLE:

ATTEST:

______________________________

Thorsten J. Johnson, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this ______ day of ________________, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John A. Lundell and Thorsten J. Johnson, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and John A. Lundell and Thorsten J. Johnson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

A Notary Public in and for the
State of Iowa

STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this ______ day of ________________, 2019, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared ____________________________ who executed this document as ____________________________ of EOR Inc.

A Notary Public in and for the
State of Iowa
My commission expires
EXHIBIT “A”
(8 PAGES)
Attachment A - Scope of Services

Project Understanding
EOR (“Consultant”) understands that the City of Coralville (“City”) wishes to conduct specific municipal improvements with local funding, partially in association with a coincident project to be funded by a different source (the “IWA Project”). The scope of services below includes only the work elements that are not eligible for, or included in, the separate “IWA Project”. The City funded work is hereafter called the “City Project”. It is assumed that the improvements described below will be let for bidding for construction immediately following the IWA Project.

The overall project area includes the riparian corridor along the main channel of Biscuit Creek through Central Park in Coralville, Iowa which is public property. The project extents are from 6th Street at the downstream end, northward to 7th Street, and between the eastern and western parcel boundaries of the park.

General Description of Services Included in this Scope –
The major project elements include the following:
- Revise the Central Park Concept Plan (map document) to include relocated elements of the 2009 Plan by others, as described below.
- Provide fall protection railings where Biscuit Creek crosses 6th St (both sides) and on the south side of 7th Street, railing design and specifications to be provided by City from previous project (5th Street)
- Coordinate the grading design and hydraulic modeling to include a new, City-constructed pedestrian bridge
- Use excavation spoil and salvaged concrete pipe to form “grassy knolls”, “culvert tunnels” and similar playground features in western portion of park
- Creation of a new paved trail alignment extending from the east end of the proposed pedestrian bridge northeastward to 7th Street (future extension to CRANDIC trail)
- Prepare materials for, and assist with the hosting of one public information meeting to convey the overall park project changes to the local residents.

Phasing and General Schedule
Central Park Projects:
This design work will generally proceed simultaneously with the IWA project. The primary funding source for the IWA Project has a target construction deadline of June 30, 2022, and tree removals must be completed between October 1 and March 31 in order to comply with the USFWS endangered bat exclusion window. The City-funded work will be planned to follow immediately after the IWA work is completed (winter 2021, or spring/summer 2022).

Project Assumptions –
Consultant will base the project design on the following standards and specifications:
- Iowa Statewide Urban Design and Specifications (“SUDAS”) 2020
- City of Coralville Supplement to SUDAS
- Regulations set forth in:
Clean Water Act Sections 401 and 404 (Wetlands and water quality)
- Iowa Administrative Code Chapter 71 (Floodplain Development)
- Iowa Administrative Code Chapter 13 (Sovereign Lands)

- Regulatory interactions and permitting services other than those mentioned specifically below are not included and are assumed to be provided by others, or can be provided under separate contracts. Examples include Section 404, 401, 106, 10, Threatened and Endangered Species Assessments and other environmental clearances, NEPA requirements, etc.

Subconsultants –
No subconsultants are anticipated to be retained for this project.

Specific Scope of Services Items, Tasks and Deliverables

1. Project Management

   1.1. Project Administration

   1.1.1. Management of Team, Budget, Schedule, and Scope
   Consultant will manage the project with respect to internal staff, regulatory interactions, and Client communications. A formal communication chain will be established to prevent confusion and re-work. Consultant will manage production of the internal designers, review all invoicing and manage the overall design phase budgets and schedules.

   Meetings
   Most meetings for this project are coincident with the IWA Project

   1.1.2. Design Review Meetings
   After development of the 60% and Final Check Plans Consultant will meet with City to review comments and improve the plans prior to moving forward.

   1.1.2 Public Information Meeting
   Consultant will prepare up to 4 large format exhibit boards and an informational / invitation flyer to support one public information meeting (distributed, “open house” style). The purpose of the meeting is to inform the public of the project, its goals and requirements, timeline and neighborhood impacts. Comments will be collected as provided and delivered to City Staff. Consultant will assist the City in staffing the meeting, including attendance by at least three senior staff members familiar with the project and public engagement. The Meeting will be hosted outdoors in the park, and social distancing measures will be incorporated. The meeting should be conducted following initial design, but prior to final design, in case any critical issues are discovered.

   The informational boards may include:
   1) Revised Central Park Master Plan
   2) Stream improvements rendering, infographics, and text (focused on reach north of 7th)
   3) Floodplain Wetland rendering, infographics, and text (focused on Central Park)
   4) One other topic TBD
2. Data Collection
   2.1. Design Criteria Development
       2.1.1. Consultant will collect design criteria from City, typical standards, public literature, in-house data, and other publicly available data sources to determine the most appropriate design basis and current engineering methods. Standard sources such as Iowa DOT and SUDAS will be referenced.

   2.2. General Project Reconnaissance
       2.2.1. Consultant will collect any available project data and documents not previously obtained in the previous phase and will review the documents for information pertinent to the project. Consultant will take photos of the site, possibly including aerial drone images and videos for documenting existing pre-construction site conditions and for reference by the team throughout the design process.

       Deliverables – Photos, electronic scans of hard copy data, drone footage, etc. will be delivered for City’s usage.

   2.3. Utility Coordination
       2.3.1. Consultant will coordinate with known utility operators in the limits of the project to determine potential impacts and methods for resolution. The project will generally be planned to avoid conflicts with known utilities.

3. Hydraulic Analysis
   3.1. Bridge Design
       3.1.1. The HEC-RAS model for the project area (revised for the IWA project) will be updated to include the pedestrian bridge to be built by the City following the IWA Project. The purpose of the modeling is to determine essential flood profile elevations in the area of the bridge.

       3.1.2. A summary memo will be developed to give a brief overview of the design development, findings and results, and design limitations.

       Deliverables – The hydraulic calculations and summary memo will be provided to City for future usage.

   3.2. Permitting Services
       3.2.1. The IWA project will include online Biscuit Creek hydraulic modeling and IDNR/USACE permitting, this project will be permitted as one improvement with the IWA project. No additional formal permitting is included in this scope.

4. Design and Construction Documents
4.1. Concept Park Plan

4.1.1. Updated Central Park Master Plan – The 2009 Central Park Master Plan (by others) will be updated to depict the wetland elements of the IWA project, and relocated elements of the previous plan, including, generally:

- Most of the features shown in the southwest corner of the park will not be maintained as that area will be floodplain wetland
- Grassy knoll and concrete pipe tunnel elements will be relocated to the west central park area
- The sledding hill and all features directly south will be maintained as is
- The west bridge abutment and surrounding amenities will be maintained
- The “bouldering area” will be eliminated
- Primitive stream access / stepping stone areas will be provided
- The “10’ wide trail spur and skateboard rails” will be eliminated


4.2.1. Preliminary Plans
Consultant will develop the designs and produce preliminary plans (~60% design) and cost estimates for review by City. Plansets will typically include the following as necessary, some pages may have reduced detail at the preliminary stage:

- Cover Page with project location and sheet index
- Legends and Symbols page
- Overall site plan, with existing conditions and utilities
- General Notes page
- Removal Plans
- Grading Plans
- Planting Plans (site restoration) page
- Special Details pages

4.2.2. Final Design Plans
Consultant will incorporate review comments from the preliminary plan reviews and develop the designs into final plans for review by City. One set of check plans will be submitted for review shortly before final, signed plans are produced, and comments will be incorporated into the final construction documents. Plansets will typically include the following as necessary:

- Cover Page with project location and sheet index
- Legends and Symbols page
- Overall site plan, with existing conditions and utilities
- General Notes page
- Alignments, Benchmarks and Control Points page
- Typical Sections page (trail)
- Project Quantities and Estimate Reference Notes pages
- Tabulations page (if needed)
- Removal Plans

Version – April 21, 2021
• Trail plan and profile
• Geometric staking and jointing pages
• Grading Plans
• Planting Plans (site restoration) page
• Special Details pages (if needed)

4.2.3. Project Manual
4.2.3.1. Consultant will prepare project manual based on City standards and SUDAS front ends. The project manual is anticipated to be assembled for the final check plan submittal stage.

4.2.3.2. Consultant will draft special provisions specific to the project details, for inclusion in the Project Manual (if needed)

4.2.4. Quantities and Opinion of Probable Construction Cost
EOR will prepare a tabulation of quantities and construction cost estimate to accompany each deliverable, including standard contingencies and documentation of typical confidence intervals for the stage of design.

5. Bid Phase Assistance
5.1.1. Consultant will assist Client in administering the bid letting by answering contractor questions during the bid phase and issuing any addenda necessary. Addenda will be issued up until seven calendar days from the letting date. No specific questions will be answered, and no addenda will be issued within seven days of the letting to prevent confusion by the bidders.

5.1.2. Consultant will attend the bid opening as an observer. Following bid opening, Consultant will assist the City in evaluating bids for completeness and responsiveness. Bid opening and tabulation will be conducted by the City.

6. Construction Phase Assistance
6.1.1. Pre-Con Meeting. Consultant will attend a pre-construction meeting conducted by the City and assist in answering contractor questions, orienting the team to the site and walking through the project. City will be responsible for providing a meeting location and administering the meeting.
6.1.2. Consultant will assist the City in conducting a final punch list inspection, and a final close out inspection to ensure that all punch list items have been addressed.

Schedule –

The work in this scope will commence immediately upon receiving Notice to Proceed and will follow the schedule for the IWA project. The project includes multiple complicating factors which could adjust the schedule beyond Consultant’s control.
Consultant will communicate regularly with stakeholders regarding schedule and will make adjustments in production if possible to accommodate issues as they develop.

The primary drivers for the schedule are understood to be based on the progress of the IWA project, this project is intended to follow immediately after closure of the IWA project.

**Fees**
Consultant proposes to provide the services described herein based on the current rate schedule (2021) including labor, equipment, materials, subconsultants, and reasonable expenses (travel, mileage, printing fees, bid service listing fees, etc.). The fees for this scope of services will not exceed the estimate below without specific written acceptance for additional services provided by City.

**The total fee for this Scope of Services is estimated to be $28,701.00**

The actual effort included in the billings may include work completed before the contract is fully executed if the work is described in the scope of services and pertinent to the timely execution of project progress. If additional services beyond those included in this scope are requested, or otherwise determined to be required, this fee estimate will be revised in writing and communicated with Client.

**Tasks Not Included at this Time**
The following tasks and services are not included in this scope of services, but could be added by contract amendment.

1. NEPA or other Environmental Assessment type and related tasks.
2. Survey services
3. Geotechnical services are not included for this project, but could be added if the need arises
4. Structural engineering for retaining walls, railings, etc. These elements are assumed to be simple enough to not require structural engineering. If more complicated designs are required this service may be added
5. Letters of Map Revision (LOMR, CLOMR, LOMR-F, CLOMR-F, etc.), or other FEMA floodplain map amendment services.
6. Other than basic support and answering questions (as detailed above), bid letting and construction phase services are not included at this time.

**Tasks Expected of Client, City, or others** –

a. City shall appoint a project manager that will serve as the primary point of contact regarding the project.

b. Delivery of all other pertinent background materials: reports, plans, survey data, hydraulic modeling, photographs, construction drawings, utility information, previous work on the project, regulatory or hazardous materials records, etc. These materials are necessary at the beginning of the project.

c. Review of submittals and return of comments to Consultant within two weeks from the date of submittal, in order to maintain the schedule above.
d. All reviewers from the various departments within City’s and Client’s organizations shall submit comments to the City’s project manager, who will collect and forward them to the Consultant at one time for each submittal phase (to prevent re-work and confusion).
e. Provision of all legal and administrative requirements necessary for processing of permit applications, easements, subcontract requirements, etc.
f. Payment of permit application fees directly, and submittal of permit applications that are required to be submitted by the owner. 
g. City to provide decorative railing plans, specifications, vendor info, etc.
h. City to provide all letting and construction phase services for the project, including construction staking
**EOR 2021 HOURLY FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate (*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional 1</td>
<td>$111.00</td>
</tr>
<tr>
<td>Professional 2</td>
<td>$138.00</td>
</tr>
<tr>
<td>Professional 3</td>
<td>$166.00</td>
</tr>
<tr>
<td>Professional 4</td>
<td>$186.00</td>
</tr>
<tr>
<td>Technician 1</td>
<td>$80.00</td>
</tr>
<tr>
<td>Technician 2</td>
<td>$96.00</td>
</tr>
<tr>
<td>Technician 3</td>
<td>$117.00</td>
</tr>
<tr>
<td>Principal Partner</td>
<td>$229.00</td>
</tr>
<tr>
<td>Support Staff</td>
<td>$76.00</td>
</tr>
</tbody>
</table>

**Professionals:**
Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor’s or advanced degrees.

**Technicians:**
Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

**Principal Partners:**
Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

**Support Staff:**
Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

**Additional Notes:**
- Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.
- Subcontracted services will be billed at cost plus 15% to cover overhead expenses.
- Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.
- Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.

(*) Rates reviewed and adjusted on an annual basis.
EXHIBIT “B”

"The Companies affording coverage and the Additional Insured, City of Coralville, Johnson County, Iowa, expressly agree and state that the purchase of this policy of insurance by the Insured and the listing of the City of Coralville as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and the Additional insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH EOR, INC. FOR THE CENTRAL PARK STORMWATER IMPROVEMENTS.

WHEREAS, the City Council of the City of Coralville deems it necessary and desirable to revise the Central Park Concept Plan and design stormwater improvements that will be partially funded by an existing Iowa Watershed Approach Grant the City received for the Biscuit Creek Restoration work upstream of Central Park, the project having been referred to as the “Central Park Stormwater 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 to revise the Central Park Concept Plan and design stormwater improvements for the Project, for not to exceed $28,701.00; 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 27th day of April, 2021.

__________________________
John A. Lundell, Mayor

ATTEST:

__________________________
Thorsten J. Johnson, City Clerk
Date: 4/22/2021
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 Well 10 Recasing 2021

This Engineering Services Agreement (ESA) with Veenstra & Kimm, Inc., is for the preparation of plans and specifications, bid documents, and construction administration services for the recasing of Well No. 10 located near the intersection of 12th Avenue and Liberty Lane. I recommend approval of the ESA with Veenstra & Kimm, Inc., for the not-to-exceed fee of $35,000.00.
ENGINEERING SERVICES AGREEMENT

WELL 10 RECASTING 2021
CORALVILLE, IOWA

THIS AGREEMENT, made and entered into this ___ day of __________, 2021, by and between the City of Coralville, a Municipal Corporation, 1512 7th Street, P.O. Box 5127, Coralville, IA 52241-0127, hereinafter referred to as the "CITY", and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the "CONSULTANT."

WHEREAS, the CITY desires to rehabilitate Well 10 by installing a new casing pipe, grout casing pipe in place, flush and televise well, disinfect well, reinstall pitless unit, and reinstall the existing pumping equipment, hereinafter referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the Project; and

WHEREAS, the CONSULTANT is qualified and capable of supplying said engineering services for a fee not to exceed Thirty-Five Thousand and 00/100 Dollars ($35,000.00).

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed Thirty-Five Thousand and 00/100 Dollars ($35,000.00) under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit “A” attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit “B” attached hereto and incorporated by this reference. The CONSULTANT does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the CONSULTANT to timely render and perform services hereunder shall constitute a material breach of this Agreement.
III. GENERAL TERMS AND PROVISIONS.

A. The CONSULTANT shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONSULTANT in connection with the Project. Upon request, the CONSULTANT shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONSULTANT and subcontractor in connection with the Project to confirm to the satisfaction of the CITY that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

B. The CITY may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days written notice. In the event that the CITY does so terminate this Agreement, the CONSULTANT shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the Coralville City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the CONSULTANT, without the express written consent of the Coralville City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the CONSULTANT by the CITY in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the CONSULTANT may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONSULTANT has first obtained the written approval of same from the CITY; and further provided
that, should the CONSULTANT so engage subcontractors under the terms of this Subparagraph III(D), the CONSULTANT shall solely responsible for compensating any such subcontractors.

E. The CITY shall make all criteria, design and construction standards, and information regarding the CITY’s requirements for the Project available to the CONSULTANT upon reasonable request by the CONSULTANT therefor. The CITY shall furnish reasonable assistance to the CONSULTANT in the use of said information and documentation at the request of the CONSULTANT.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Coralville City Code of Ordinances.

G. At the request of the CITY, the CONSULTANT shall attend such meetings of the City Council relating to the PROJECT hereunder.

H. The CONSULTANT agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the CITY, the CONSULTANT shall provide the CITY with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the CONSULTANT pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the PROJECT. It is understood, however, that the CONSULTANT shall not be liable for the CITY's use of such documents on other projects.

J. Original drawings prepared by the CONSULTANT under this Agreement shall become the property of the CITY. The CONSULTANT shall be allowed to keep Mylar reproducible copies for the CONSULTANT’s own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the CITY.

L. If the CONSULTANT is providing Construction Administration or Supervision under this Agreement, the CONSULTANT shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the CONSULTANT and CITY in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during
such visits and on such observations, the CONSULTANT shall endeavor to determine to the best of the CONSULTANT’s ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the CITY informed of the progress of the work on the Project and any concerns the CONSULTANT may have regarding same.

M. CONSULTANT shall procure and maintain insurance for protection from claims under workers’ compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting there from. The CONSULTANT shall name the CITY as an additional insured party on CONSULTANT’s general liability insurance policy. At the request of the CITY, the CONSULTANT shall give the CITY a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the CONSULTANT shall immediately notify the CITY of any revocation or cancellation of any of the above-referenced insurance policies. The CONSULTANT shall take all necessary steps to preserve the CITY’s defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the CITY hereunder.

IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONSULTANT for engineering services rendered under this Agreement for a fee not to exceed Thirty-Five Thousand and 00/100 Dollars ($35,000.00). Said fees shall be paid by the CITY to the CONSULTANT in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the CONSULTANT does hereby acknowledge and confirm the CONSULTANT’s understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the CITY would not have engaged the CONSULTANT. Accordingly, the CONSULTANT also acknowledges that:

A. No payment shall be made to the CONSULTANT hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the CITY.

B. Under no circumstances shall the CITY compensate the CONSULTANT for work that has not yet been completed. For purposes of
this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the CONSULTANT shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the CITY by the CONSULTANT of a billing statement therefor and review and approval of the billing statement by the Coralville City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The CONSULTANT agrees to fully indemnify, defend, save and hold the CITY, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the CONSULTANT, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The CONSULTANT hereby warrants and represents that the CONSULTANT (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The CONSULTANT, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the CITY, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CITY, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.
VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the CONSULTANT hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Johnson County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the CONSULTANT, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONSULTANT, the CITY or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIII. FINAL AGREEMENT.

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the CONSULTANT to the CITY in connection with the PROJECT, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONSULTANT and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.                    CITY OF CORALVILLE, IOWA

An Authorized Representative                John A. Lundell, Mayor

ATTEST:                                      ATTEST:

An Authorized Representative                Thorsten J. Johnson, City Clerk
SCOPE OF SERVICES:

The CONSULTANT shall perform in a timely and satisfactory manner engineering services in connection with the PROJECT as set forth as follows:

1. Topographic and existing utility surveying of the project area.

2. Assist the City in obtaining all necessary construction permits for the well project, including required construction permits from the Iowa Department of Natural Resources.

3. Prepare an estimate of cost for construction of both the test well and the production well. The estimate of cost shall be based on the Engineers’ best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers’ estimate of cost. However, the Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within the City’s overall budget.

4. Prepare such detailed plans and specifications as are reasonably necessary for recasing of Well No. 10. The specifications shall describe in detail the work to be completed and the materials to be used. The plans shall show in detail the work to be completed and the location and extent of construction required. Three sets of the final plans and specifications shall be provided to the City.

5. Assist the City during the bidding phase of the Project

6. General construction contract services.

7. Construction Observation and Resident Review

This agreement does not include preparation of easements or easement negotiation services.
TIME OF COMPLETION:

The CONSULTANT shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The CONSULTANT does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the CONSULTANT to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Topographic surveying of the project site shall begin following approval of this Agreement.
2. Draft plans and specifications for City review by April 15, 2021.
3. Final construction plans and specifications shall be delivered by May 1, 2021.
4. Submittal of the IDNR Construction Permit shall be completed by May 1, 2021.
5. Anticipated bid date for the project is May 18, 2021.
6. Project completion is to be scheduled for August 30, 2021.

The CONSULTANT shall not be responsible for delays in approval or other actions by governmental agencies which may delay the time of completion for services.
ENGINEERING SERVICES AGREEMENT

WELL 10 RECASING 2021
CORALVILLE, IOWA

EXHIBIT “C”

COMPENSATION FOR SERVICES:

The CITY shall compensate the CONSULTANT for engineering services rendered under this Agreement based on the following:

1. For DESIGN SERVICES, the hourly not to exceed fee of Twenty-Five Thousand Dollars ($25,000);

2. For GENERAL SERVICES, the hourly not to exceed fee of Five Thousand Dollars ($5,000);

3. For RESIDENT REVIEW, the not-to-exceed fee of Five Thousand Dollars ($5,000); based on providing not more than 60 hours of review time at $80/hour.

Said total fees shall be paid by the CITY to the CONSULTANT shall become due and payable until submission to the CITY by the CONSULTANT of a billing statement therefor and review and approval thereof by the Coralville City Council at the next regularly scheduled Council Meeting.
“The Companies affording coverage and the Additional Insured, City of Coralville, Johnson County, Iowa, expressly agree and stat that the purchase of this policy of insurance by the insured and the listings of the City of Coralville as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured.”
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH VEEENSTRA & KIMM, INC. FOR THE WATER WELL #10 RE-CASING PROJECT.

WHEREAS, the City Council of the City of Coralville deems it necessary and desirable to rehabilitate Water Well #10 by installing a new casing pipe, grout casing pipe in place, flush and televise well, disinfect well, reinstall pit less unit, and reinstall the existing pumping equipment the project having been referred to as the “Water Well #10 Re-Casing Project” 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, Veenstra & Kimm, Inc. is qualified and able to provide the engineering services needed to rehabilitate Water Well #10 for the Project, for not to exceed $35,000.00; and

WHEREAS, Veenstra & Kimm, 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 27th day of April, 2021.

John A. Lundell, Mayor

ATTEST:

______________________________
Thorsten J. Johnson, City Clerk
The Well 10 Re-casing project is a high-priority project for water supply, especially if we have a dry summer. We have V&K’s Engineering Services Agreement ($35,000) ready to put on a council agenda and the plans can come together rapidly. The construction cost estimate is $575,000.

April 27 Council Meeting: Approve V&K’s ESA. Set public hearing on plans/specs for the May 11 agenda.

May 11 Council Meeting: Hold Public Hearing. Approve plans/specs. Set bid date for May 18 at 2 PM.

May 18 Bid Letting: Open bids at 2 PM.


The completion date would be August 30.
RESOLUTION NO. 2021-_____

RESOLUTION SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT FOR THE WATER WELL #10 RE-CASING PROJECT.

WHEREAS, the City Council of the City of Coralville, Iowa, has heretofore deemed it necessary and desirable to rehabilitate Water Well #10 by installing a new casing pipe, grout casing pipe in place, flush and televise well, disinfect well, reinstall pit less unit, and reinstall the existing pumping equipment, the project having been referred to as the “Water Well #10 Re-Casing Project”, hereinafter the “Project and

WHEREAS, because the project is over the bid threshold according to Chapter 26 of the Code of Iowa, the City needs to hold a hearing on the plans and specifications; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that a public hearing on the plans, specifications, estimate of cost and form of contract will be held at 6:30 pm in the Council Chambers at City Hall, 1512 7th Street, Coralville, Iowa on Tuesday, May 11, 2021.

BE IT FURTHER RESOLVED, that the City Clerk is directed to publish notice of the public hearing as required by law.

Passed and approved this 27th day of April, 2021.

_________________________________
John A. Lundell, Mayor

ATTEST:

_______________________________
Thorsten J. Johnson, City Clerk
Date: 4/22/2021
To: Hon. Mayor and City Councilmembers
From: Kevin D. Olson
Title: City Attorney
CC: Thorsten J. Johnson
Re: Lease with Deacon Sports

Deacon Sports and Entertainment, owners of the ECHL franchise will be leasing the building at 802 Quarry Road for the sum of $1 annually. All expenses will be borne by Deacon as long as they are in the building. The lease term is for 2 years with an option for a third year, depending if any redevelopment opportunities arise.
LEASE

THIS LEASE AGREEMENT (the “Agreement”) is entered into by and between the City of Coralville, Iowa, 1512 7th Street, Coralville, Iowa 52241; hereinafter referred to as “City”; and Deacon Sports and Entertainment US, LLC, hereinafter referred to as “Deacon.”

1. **PREMISES AND TERM.** The City, in consideration of the agreements and conditions herein contained, hereby leases to Deacon the property generally referred as 802 Quarry Road, (the “Premises”) in an “AS IS” condition, for a term of one (1) year, commencing as of April 1, 2021 and continuing until 11:59 p.m. on March 31, 2022 (the “Initial Term”). If the parties mutually agree to continue the lease after the end of the Initial Term, the lease will continue on a month-to-month basis until terminated by either party in accordance with Iowa law.

2. **RENTAL PRICE/CONDITIONS.** On this 1st day of the Initial Term, Deacon shall pay the sum of $1.00 for the annual lease on the Premises. In addition, Deacon shall pay any and all taxes assessed against the Premises, if any. Said taxes shall be paid when they come due (March 1st and September 1st) for each year of the term of this Agreement, including the payment that become due after the end of the term of this Agreement.

3. **USE OF PREMISES.** The Premises shall only as a temporary office for space for the ECHL franchise that will be playing at the Xtream Arena.

4. **CARE AND MAINTENANCE.**

   Because the Premises are being presented to Deacon in an “AS IS” condition, all care and maintenance of the Premises shall be performed by and paid for by Deacon.

5. **UTILITIES.** All costs incurred for utility service at the Premises shall be paid for by Deacon.

6. **INSURANCE.**

   Deacon, as the case may be, shall obtain the following insurance coverages as part of this Lease Agreement:

   A. Workman’s Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement.

   B. Public liability and property damage liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars.

{00224788}
($1,000,000.00) for one person and two million dollars ($2,000,000.00) for each accident; for property damage not less than one million dollars ($1,000,000.00) for each accident and two million dollars ($2,000,000.00) aggregate during such policy period. Said insurance shall name the City as an Additional Insured under the policy.

C. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars ($500,000.00) for one person and one million dollars ($1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars ($250,000.00) for each accident or a combined single limit of one million dollars ($1,000,000.00)

D. Governmental immunities endorsement.

Deacon shall provide to the City a certificate of insurance evidencing this coverage and name the City as an additional insured on its general liability policy. Said certificate shall include 30 days advance-notice of cancellation to the City. Deacon expressly agrees that the City will obtain liability and property insurance for the Premises, but that Deacon shall obtain insurance to insure the contents of the Premises.

7. ADDITIONAL TERMS, TERMINATION AND SURRENDER OF PREMISES.

a) This Lease shall terminate upon at the end of the Initial Term unless agreed to continue on a month-to-month basis. If the lease continues on a month-to-month basis, the lease may be terminated by either party by giving the other party thirty (30) days written notice of the same.

b) Deacon agrees that upon termination of this lease, it will surrender and deliver the Premises in good and clean condition.

8. ASSIGNMENT AND SUBLETTING. Because of the nature of the lease requirements, Deacon shall not have the right to assign or sublet the Premises without advance written permission from the City.

9. INDEMNIFICATION. Deacon agrees to indemnify, defend, save and hold the City, its respective officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the act, error or omission of Deacon, its officers, representatives, agents, contractors, subcontractors or employees in connection with the tenancy, use or occupancy of the Premises.

10. MECHANICS’ LIENS. Neither Deacon, nor anyone claiming by, through or under Deacon, shall have the right to file a mechanics’ lien against the Premises. Deacon shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvements constructed by Deacon on the Premises.
11. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

The lease is subject to applicable state law as it applies to termination of leases and remedies of the City. Except for monetary defaults, City shall give Deacon (which Tenant shall furnish to the City) a written notice specifying the default and giving Deacon fifteen (15) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Deacon) that cannot be remedied in fifteen (15) days by diligent efforts of Deacon, Deacon shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by City.

12. **NOTICES AND DEMANDS.** All notices shall be in writing given to the parties at the following addresses:

   City of Coralville, Iowa  
   1512 7th Street  
   Coralville, Iowa 52241  
   ATTN: City Administrator

   Deacon Sports and Entertainment US, LLC  
   c/o 802 Quarry Road  
   Coralville, Iowa 52241  
   ATTN: President

13. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective heirs, administrators, executors and assigns of the parties hereto. This is the final and complete agreement with respect to the terms of the Lease of the Premises between the parties and supersedes any and all negotiations, drafts, documents or agreements. This Lease may not be amended except in writing and signed by authorized representative of each party.

14. **QUIET ENJOYMENT.** City covenants that its estate in said premises is in fee simple and that Deacon, if not in default, shall peaceably have, hold and enjoy the premises for the term of this Lease, subject to easements and restrictions of record.

15. **ATTORNEYS’ FEES.** If either City or Deacon commences or engages in any action, proceeding, litigation, or arbitration (each, an “Action”) against the other party arising out of or relating to this Lease, including but not limited to, any Action for recovery of any payment owed by either party under this Lease, or to recover possession of the Premises, or for damages for breach of this Lease, or to declare rights hereunder, or to enforce the terms hereof, the prevailing party in any such Action (including any appellate and bankruptcy proceedings) shall be entitled to have and recover from the losing party reasonable attorneys’ fees and other costs incurred in connection with the Action and in preparation for the same. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

{00224788}
16. **COMPLETE AGREEMENT.** This Lease, together with the schedules and exhibits attached hereto, contains the entire agreement between the parties hereto. There are no representations, warranties, terms, covenants, conditions, or agreements between the parties relating to the subject matter hereof that are not contained herein. No modification to this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the individual below is fully authorized to execute this Lease on behalf of the parties and affixing his/her signature below hereby binds the parties to the terms and conditions stated herein.

Dated as of the 1st day of April, 2021.

Deacon Sports and Entertainment US, LLC: City:

By:____________________________  _______________________________
    Brian McKenna, President   John A. Lundell, Mayor

ATTEST:

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

RESOLUTION APPROVING THAT CERTAIN LEASE AGREEMENT WITH DEACON SPORTS AND ENTERTAINMENT US, INC.

WHEREAS, the City is the owner of 802 Quarry Road (the “Property”); and

WHEREAS, Deacon Sports and Entertainment US, Inc. (“Deacon”) are the owners of the new ECHL that will play in the Xtream Arena; and

WHEREAS, as part of the agreement to locate here, the City would provide Deacon with office space; and

WHEREAS, a lease agreement has been drafted by the City Attorney to provide a 2-year lease to Deacon with an option for a third year; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the Amendment for the lease agreement with Deacon be approved.

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

* * * * * * *

Passed and approved this 27th day of April, 2021.

_________________________________
John A. Lundell, Mayor

ATTEST:

_________________________________
Thorsten J. Johnson, City Clerk
This license agreement is for a coffee shop in the Iowa River Landing District replacing High Ground Coffee. The license term is one year from May 1, 2021 to April 30, 2022 and the gross lease will be $3000 per month for this space.
RESOLUTION NO. 2021-______
RESOLUTION APPROVING THAT CERTAIN LICENSE AGREEMENT WITH COFFEE
EMPORIUM, LLC.

WHEREAS, the IRL Part Two Condominiums and leases the condominiums to retail tenants; and

WHEREAS, the City and Coffee Emporium, LLC, have negotiated a one-year license agreement
to locate Coffee Emporium in the former location of High Ground Coffee; and

WHEREAS, Coffee Emporium, LLC, will pay the sum of $3000 per month as gross rent for the
space; and

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

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

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

* * * * * *

Passed and approved this 27th day of April, 2021.

________________________________
John A. Lundell, Mayor

ATTEST:

_________________________________
Thorsten J. Johnson, City Clerk
The Governmental Relations Contract with Cope Murphy + Co., LLP expired December 31\textsuperscript{st}, 2020. Cope Murphy + Co., LLP have agreed to extend our contract for another three years at the same current rate of $30,000 per year plus $500 in reasonable expenses for the life of the contract.
SERVICES AGREEMENT

This Agreement (“Agreement”) is entered into by the City of Coralville ("Client"), located at 1512 7th Street in Coralville, Iowa 52241, and Cope Murphy + Co. LLP (“CM+C”), whose mailing address is P.O. Box 65695, West Des Moines, IA 50265.

The parties hereby agree to the following terms, conditions and provisions:

TERM

The term of this agreement shall begin on January 1, 2021 and end December 31, 2023 or when terminated by either party as hereinafter provided or by mutual agreement.

SERVICES AND DELIVERABLES

CM+C shall provide Client the following services and deliverables:

2021, 2022, & 2023 LEGISLATIVE SESSIONS and INTERIMS

- On matters identified by Client, monitor and track legislative activity including representation services as registered lobbyists. These services shall include providing strategic recommendations in response to this activity, setting up and participating in formal and informal meetings with key decision makers, legislators and other influential persons, meetings with Client staff and board members, if applicable, and periodic briefings as requested by Client. Post-session activities shall include monitoring legislative interim committees and the Administrative Rules Review Committee, maintaining legislative staff contacts and, as requested by Client, maintaining favorable relationships with relevant executive branch agencies including the Governor’s Office.
• Furnish Client with relevant copies of legislative work products (such as bills, amendments, committee reports, testimony and media releases) and a written summary of CM+C’s services as may from time to time be requested.

• Furnishing legislative and executive branch work products and reports on activities relevant to Client’s governmental relations objectives including meeting with Client staff and board members, as applicable.

PAYMENT TERMS

Client shall pay CM+C $30,000 for each of the calendar years 2021, 2022, and 2023 which shall be invoiced in four installments on the first day of January, April, July, and October and which shall be due and payable 30 days thereafter to the order of Cope Murphy + Co. LLP, with remittance postal mailed to Cope Murphy + Co. LLP, c/o Brice Oakley, 4004 Grand Avenue, Suite 302, Des Moines, Iowa 50312-2740, unless otherwise provided.

Client shall reimburse CM+C for up to $500 in reasonable expenses incurred during the term of this agreement in connection with the performance of its services (such as client-related travel mileage outside of Polk County at 50 cents per mile,) upon submission of proper documentation and such other expenses as Client may approve in advance.

INDEPENDENT CONTRACTOR

CM+C’s status in all matters pursuant to this contract shall be that of an independent contractor. The term “independent contractor” will include all of CM+C’s employees, representatives, and subcontractors. CM+C will not directly or indirectly represent or imply in any way that CM+C is an employee of Client. CM+C is not eligible for Client employee benefits or any other considerations of Client employment, nor is CM+C allowed to use Client’s letterhead, business cards, trademarks, or other forms of its identification. CM+C is not entitled to privileges, services, facilities, and benefits that are available to Client’s employees.
TERMINATION

Without cause, either party may terminate this agreement after giving 30 days prior written notice to the other. In the event of termination, CM + C shall be entitled to fees pro-rated only through date of termination.

NOTICES

Formal notices required herein shall be sent by postal or email with return receipt requested to the addresses noted above.

TITLE AND OWNERSHIP OF WORKS MADE FOR HIRE

The parties agree that new, original, custom-developed works produced by CM+C pursuant to this agreement shall be works made for hire and shall become the sole property of Client. Title and ownership thereto shall belong to and vest exclusively in Client.

NON-DISCLOSURE AND CONFIDENTIALITY OF PROPRIETARY INFORMATION

CM +C shall protect and maintain the confidentiality of Client’s, and its members, reports, data, information, systems, documentation, and the like, whether reduced to writing or otherwise provided to CM+C by reason of this agreement. CM+C shall not disclose such information to any person or entity other than CM+C’s employees or subcontractors who need such information to perform their work pursuant to this agreement. However, CM+C does not provide legal services and therefore none of the above matters are protected by an attorney-client privilege.

NOTIFICATION AND REVIEW OF CLIENT POSITIONS

CM+C shall notify Client prior to representing a client on a matter related to Client’s interests. CM+C may represent the client, if Client and CM+C agree in writing on a scope or manner of representation that is consistent with Client’s interests. However, CM+C shall not represent the client if Client determines, in its sole discretion, that such client is taking, or could take, a position which would be significantly inconsistent with any position Client has taken, or may expect to take.
COMPLIANCE WITH LOBBYING LAWS

CM+C and Client shall comply with all applicable State of Iowa lobbying laws and regulations and to provide each other, as requested, with a copy of their respective lobbyist registration or reporting forms filed with the appropriate state agencies, offices, or legislative officials. CM+C shall prepare, at Client’s request, such filings for Client approval and signature.

SUBCONTRACTING AND ASSIGNMENT

No work performed pursuant to this Agreement may be sub-contracted in whole or in part by CM+C without the prior written consent of Client. Notwithstanding any such consent by Client, CM+C shall be and remain solely and completely liable to Client for all work performed.

This agreement may not be assigned or otherwise transferred by CM+C without the prior written consent of Client.

GOVERNING LAW

This agreement shall be governed, construed, and interpreted under the laws of the State of Iowa.

ENTIRE AGREEMENT; AMENDMENT

This agreement constitutes the entire agreement between the parties with regard to the subject matter hereof, and supersedes any prior oral or written agreements regarding the same.

This agreement may be amended only by an instrument in writing and signed by authorized representatives of both parties.

The terms, conditions and provisions of this Agreement are hereby
AGREED TO AND APPROVED BY:

City of Coralville

___________________________________

___________________________________

(Date)

COPE MURPHY + CO. LLP

___________________________________

Tom Cope, Principal

___________________________________

(Date)
RESOLUTION NO. 2021-_______

RESOLUTION APPROVING A SERVICES AGREEMENT WITH COPE MURPHY + CO., LLP FOR GOVERNMENT RELATIONS.

WHEREAS, the City Council of the City of Coralville has heretofore deemed it necessary and desirable have assistance with state matters by employing the limited services of a consulting firm for a three-year period; and

WHEREAS, Cope Murphy + Co., LLP is still qualified and capable of supplying said consulting services for the fee of $30,000.00 per year for calendar years 2021 through 2023 plus $500 for reimbursable expenses covering the whole agreement period; and

WHEREAS, accordingly, the firm has prepared a services agreement to provide said services which now requires approval by and execution on behalf of the City of Coralville; and

WHEREAS, the City Administration has recommended approval of said agreement.

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

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

* * * * * * * *

Passed and approved this 27th day of April, 2021.

____________________________
John A. Lundell, Mayor

ATTEST:

____________________________
Thorsten J. Johnson, City Clerk
Date: 4/13/2021
To: Honorable Mayor John Lundell and City Council
From: Sherri Proud
Title: Director of Parks and Recreation
CC: Kelly Hayworth
Re: Equipment for Brown Deer Golf Club

Brown Deer is in need of replacement for the following pieces of equipment: a Groundsmaster 1200 (pull behind mower), Sand Pro, Turbine Blower, and 2 used Toro Workman (Utility Vehicles). A complete equipment list of course equipment is attached.

We received two quotes for this equipment replacement. Staff would recommend going with the product from MTI (Toro distributor) based on being the lowest state contract bid and competitive trade in values on several pieces of our equipment. We also have several other Toro pieces which allows attachments to be used across the Toro pieces. Staff would recommend trading in three pieces of equipment for a value of $7,750 and keeping the other two pieces listed on the trade in sheet for parts.

Total equipment purchase will be $65,104.30. Funds for this purchase will come from the sale of the land to the east of Brown Deer to Watts Group.
MTI Distributing  
Equipment Proposal  
March 31, 2021  

Expiration Date: 4/12/2021

Sean McCarty  
Brown Deer Golf Course  
City of Coralville  

<table>
<thead>
<tr>
<th>Qty</th>
<th>Model Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Price Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>31905</td>
<td>Groundsmaster 1200</td>
<td>$23,486.28</td>
<td>$23,486.28</td>
</tr>
<tr>
<td>1</td>
<td>08703</td>
<td>Sand Pro 3040</td>
<td>$17,293.82</td>
<td>$17,293.82</td>
</tr>
<tr>
<td>1</td>
<td>08714</td>
<td>Manual Blade (40 Inch)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>08753</td>
<td>Segmented Grooming Broom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>44552</td>
<td>Pro Force Debris Blower</td>
<td>$7,074.20</td>
<td>$7,074.20</td>
</tr>
<tr>
<td>1</td>
<td>XV-UE10251</td>
<td>Toro Workman HD 07369-400514679 Sold as is</td>
<td>$12,500.00</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>1</td>
<td>XV-UE10227</td>
<td>Toro Workman HDX-D 07385-314000595 1048 hours - Includes 1-year Toro Protection Plus Drivetrain Coverage</td>
<td>$12,500.00</td>
<td>$12,500.00</td>
</tr>
</tbody>
</table>

Package pricing based on the purchase of all the above new equipment.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment Total</td>
<td>$72,854.30</td>
</tr>
<tr>
<td>6% Sales/Use Tax</td>
<td>Exempt</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$72,854.30</td>
</tr>
</tbody>
</table>

If planning to purchase after 4/12/21, please add 3.5% to the quote price to allow for an expected price increase.

Net 30 Terms with qualified credit
New Toro commercial equipment comes with a two-year manufacturer warranty
Equipment delivery at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Ben Cole  
Outside Sales Representative  
866-314-5728

Karen Wagensteen  
Inside Sales Representative  
800-760-2112

MTI Distributing, Inc.  •  3841 SE Capitol Circle  •  Grimes, IA  50111
### MTI Distributing Equipment Proposal
March 31, 2021

Sean McCarty  
**Brown Deer Golf Course**  
**City of Coralville**

<table>
<thead>
<tr>
<th>Qty</th>
<th>Model Number</th>
<th>Description</th>
<th>Trade Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>XC-UE</td>
<td>John Deere 3215B s/n TC3215B04033</td>
<td>$0.00</td>
</tr>
<tr>
<td>1</td>
<td>XM-UE</td>
<td>Toro Sand Pro 3020 model 08885, s/n 220000455</td>
<td>($1,500.00)</td>
</tr>
<tr>
<td>1</td>
<td>XV-UE</td>
<td>Toro Workman HDX Auto model 07390, s/n 314000215</td>
<td>($5,500.00)</td>
</tr>
<tr>
<td>1</td>
<td>XG-UE</td>
<td>Toro Greensmaster 3150 model 04355, s/n 200000455</td>
<td>($500.00)</td>
</tr>
<tr>
<td>1</td>
<td>XC-UE</td>
<td>John Deere 2500A</td>
<td>($750.00)</td>
</tr>
<tr>
<td>1</td>
<td>XG-UE</td>
<td>Toro Greensmaster 3100 model 04356 s/n 270000195</td>
<td>($750.00)</td>
</tr>
</tbody>
</table>

**TOTALS**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Total</td>
<td>($9,000.00)</td>
</tr>
<tr>
<td>6% Sales/Use Tax</td>
<td>Exempt</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>($9,000.00)</strong></td>
</tr>
</tbody>
</table>

---

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

**Ben Cole**  
**Outside Sales Representative**  
866-314-5728

---

**Karen Wangensteen**  
**Inside Sales Representative**  
800-760-2112

---

MTI Distributing, Inc. • 3841 SE Capitol Circle • Grimes, IA 50111
# Equipment Quote Request

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Brown Deer Golf Club</th>
<th>Date</th>
<th>3/25/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
<td>Ship Address</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Tom Palachek</td>
<td>City</td>
<td>Coralville</td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td>State</td>
<td>IA</td>
</tr>
<tr>
<td>Mobile Number</td>
<td></td>
<td>Zip Code</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td><strong>PO Number</strong></td>
<td>X</td>
<td><strong>Turbwerks Contact</strong></td>
<td>Stewart</td>
</tr>
<tr>
<td><strong>Deliver Date</strong></td>
<td>X</td>
<td><strong>Special Terms</strong></td>
<td>Iowa DOT State Contract</td>
</tr>
</tbody>
</table>

**PRODUCT DESCRIPTION**

<table>
<thead>
<tr>
<th>MODEL #</th>
<th>QTY</th>
<th>PROGRESSIVE PROFLEX120</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>1</td>
<td>10' Width of Cut, Tow-Behind Rotary Mower</td>
</tr>
<tr>
<td>In Stock</td>
<td></td>
<td>Cushman Truckster XD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gas Engine, Manual Transmission</td>
</tr>
<tr>
<td></td>
<td></td>
<td>66&quot; Metal Box, Hitch, Hi/Lo Hydraulics</td>
</tr>
<tr>
<td>End of April</td>
<td>1</td>
<td>Turfco Torrent 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gas Engine, Tow-Behind Turbine Blower</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wireless Remote</td>
</tr>
<tr>
<td>Mid-April</td>
<td>1</td>
<td>Smithco Sand Star II</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gas Engine, Hydrostatic Transmission</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3WD with 2WD Transport Switch, Front Plow</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Serrated Rubber Rake</td>
</tr>
<tr>
<td>In Stock</td>
<td>1</td>
<td>Cushman Truckster XD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2015 Unit with 278 Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>66&quot; Box, Hitch</td>
</tr>
<tr>
<td>In Stock</td>
<td>1</td>
<td>Cushman Truckster XD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2015 Unit with 800 Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>66&quot; Box, Hitch, Hi/Lo Hydraulics</td>
</tr>
<tr>
<td><strong>Trades:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>2010 Toro Workman HDX Auto with 378 Hrs</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>2007 Toro Workman MD with 1679 Hours</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>2004 Toro 3100 with ~3900 Hours</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>2002 John Deere 2500A with 3050 Hours</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21,291.00</td>
<td>$21,291.00</td>
</tr>
<tr>
<td>$25,290.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>$7,087.00</td>
<td>$7,087.00</td>
</tr>
<tr>
<td>$17,976.00</td>
<td>$17,976.00</td>
</tr>
<tr>
<td>$18,000.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>$18,000.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>$-6,500.00</td>
<td>($6,500.00)</td>
</tr>
<tr>
<td>$-2,000.00</td>
<td>($2,000.00)</td>
</tr>
<tr>
<td>$-750.00</td>
<td>($750.00)</td>
</tr>
</tbody>
</table>

**Subtotal** $71,604.00

**Sales Tax** $ -

**TOTAL** $ 71,604.00

---

**Notes**

2 Year Warranty on New Equipment  
Sales Tax is NOT Applicable  
1 Year Warranty on Used, Used Equipment is Subject to Availability
<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>YEAR</th>
<th>Used For</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toro Workman 2100</td>
<td>2001</td>
<td>Utility vehicle</td>
<td>1679</td>
</tr>
<tr>
<td>Toro 3100 Tri-plex</td>
<td>2000</td>
<td>Tees/greens aproach mower</td>
<td>2294</td>
</tr>
<tr>
<td>Toro 3100 Tri-plex</td>
<td>2000</td>
<td>Tees/greens aproach mower</td>
<td>4024</td>
</tr>
<tr>
<td>Toro 3100 Tri-plex</td>
<td>2007</td>
<td>Tees/greens aproach mower</td>
<td>3768</td>
</tr>
<tr>
<td>Toro Sanipro 3020</td>
<td>2003</td>
<td>Sand trap rake</td>
<td>4367</td>
</tr>
<tr>
<td>Toro Reelmaster 5200D</td>
<td>1998</td>
<td>Fairway mower</td>
<td>1795</td>
</tr>
<tr>
<td>Toro Workman Sprayer</td>
<td>1998</td>
<td>Greensmower</td>
<td>3111</td>
</tr>
<tr>
<td>Toro Walking Greensmower</td>
<td>2000</td>
<td>Greensmower</td>
<td>purchased new</td>
</tr>
<tr>
<td>Toro Sanipro Blower</td>
<td>2004</td>
<td></td>
<td>purchased new</td>
</tr>
<tr>
<td>Toro Sidewinder 3500</td>
<td>2003</td>
<td>60 inch rough mower</td>
<td>1859</td>
</tr>
<tr>
<td>Toro Groundsman 3280</td>
<td>2005</td>
<td>60 inch out front rough mower</td>
<td>1147</td>
</tr>
<tr>
<td>John Deere Greensmower 2500</td>
<td>2004</td>
<td>greens mower</td>
<td>3050</td>
</tr>
<tr>
<td>John Deere Greensmower 2500</td>
<td>2004</td>
<td>greens mower</td>
<td>4243</td>
</tr>
<tr>
<td>John Deere Fairway Mower 3215</td>
<td>2004</td>
<td>fairway mower</td>
<td>3938</td>
</tr>
<tr>
<td>John Deere 4WD Tractor 4610</td>
<td>2004</td>
<td>with a loader</td>
<td>6757</td>
</tr>
<tr>
<td>John Deere Aerator 1500</td>
<td>2004</td>
<td>greens, tees and fairways</td>
<td>purchased new</td>
</tr>
<tr>
<td>Cushman Truckster</td>
<td>2004</td>
<td>utility vehicle</td>
<td>2137</td>
</tr>
<tr>
<td>Core Harvester</td>
<td>2004</td>
<td>Pick up plugs</td>
<td>purchased used</td>
</tr>
<tr>
<td>ProFlex Mower</td>
<td>2007</td>
<td>pull behind rough mower</td>
<td>purchased new</td>
</tr>
<tr>
<td>Buffalo Blower</td>
<td>2007</td>
<td></td>
<td>purchased new</td>
</tr>
<tr>
<td>TY Crop Topdresser</td>
<td>2004</td>
<td>throws sand</td>
<td>purchased new</td>
</tr>
<tr>
<td>Curtiss Compressor</td>
<td>2002</td>
<td></td>
<td>purchased new</td>
</tr>
<tr>
<td>Karcher Pressure Washer</td>
<td>2002</td>
<td></td>
<td>purchased new</td>
</tr>
<tr>
<td>New Holland Skidloader</td>
<td>1988</td>
<td></td>
<td>1997</td>
</tr>
<tr>
<td>Golf Lift GL-09</td>
<td>2002</td>
<td>equipment lift in the maint bd</td>
<td>purchased new</td>
</tr>
<tr>
<td>Bluebird Sodcutter</td>
<td>2007</td>
<td></td>
<td>purchased new</td>
</tr>
<tr>
<td>Adams Trap Edger</td>
<td>2012</td>
<td></td>
<td>purchased new</td>
</tr>
<tr>
<td>Saisco Roller</td>
<td>2013</td>
<td>greens roller</td>
<td>576</td>
</tr>
<tr>
<td>Lely Spreader</td>
<td>2013</td>
<td>fertilizer spreader</td>
<td>purchased new</td>
</tr>
<tr>
<td>Ford F250 4X4</td>
<td>1998</td>
<td></td>
<td>82532</td>
</tr>
<tr>
<td>Carry-all II</td>
<td>1998</td>
<td>Utility vehicle</td>
<td>purchased used</td>
</tr>
<tr>
<td>Carry-all Turf II</td>
<td>1998</td>
<td>Utility vehicle</td>
<td>purchased used</td>
</tr>
<tr>
<td>Bull Dog Sander</td>
<td>1998</td>
<td></td>
<td>purchased from parks</td>
</tr>
<tr>
<td>workman-HDX</td>
<td>2004</td>
<td>Utility vehicle</td>
<td>3413</td>
</tr>
<tr>
<td>Sand Pro 5040</td>
<td>2010</td>
<td></td>
<td>2392</td>
</tr>
<tr>
<td>Reelmaster 3555D</td>
<td>2020</td>
<td>fairway mower</td>
<td>152</td>
</tr>
<tr>
<td>Workman-IX</td>
<td>2010</td>
<td>Utility vehicle</td>
<td>378</td>
</tr>
<tr>
<td>Reelmaster 34110</td>
<td>2010</td>
<td>Fairway mower</td>
<td>3919</td>
</tr>
<tr>
<td>John Deere terrain cut8800</td>
<td>2008</td>
<td>rough mower</td>
<td>3774</td>
</tr>
<tr>
<td>Jacobson 322</td>
<td>2015</td>
<td>greens mower</td>
<td>2651</td>
</tr>
<tr>
<td>Toro greensmater3320</td>
<td>2020</td>
<td>greens mower</td>
<td>333</td>
</tr>
<tr>
<td>Toro HDS sprayer</td>
<td>2010</td>
<td>spray tank 150 gallon</td>
<td>2746</td>
</tr>
</tbody>
</table>

- needing to replace
- trading in these pieces
Below is a listing of the City of Coralville’s cash balances as of October 31, 2020.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance as of 10/01/2020</th>
<th>Total Debits (increases)</th>
<th>Total Credits (decreases)</th>
<th>Ending Balance as of 10/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>$12,410,226</td>
<td>$6,536,598</td>
<td>$2,978,166</td>
<td>$15,968,658</td>
</tr>
<tr>
<td>ROAD USE</td>
<td>$2,516,946</td>
<td>$412,865</td>
<td>$659,704</td>
<td>$2,270,107</td>
</tr>
<tr>
<td>SPECIAL REVENUES</td>
<td>($2,173,945)</td>
<td>$7,093,692</td>
<td>$599,902</td>
<td>$4,319,845</td>
</tr>
<tr>
<td>DEBT SERVICE &amp; SPECIAL ASSESSMENT</td>
<td>$22,064,687</td>
<td>$2,927,411</td>
<td>$4,708,073</td>
<td>$20,284,025</td>
</tr>
<tr>
<td>PROJECT FUNDS</td>
<td>($33,324,288)</td>
<td>$574,917</td>
<td>$674,802</td>
<td>($33,424,173)</td>
</tr>
<tr>
<td>WATER ENTERPRISE</td>
<td>$4,294,396</td>
<td>$338,786</td>
<td>$194,277</td>
<td>$4,438,905</td>
</tr>
<tr>
<td>WASTEWATER ENTERPRISE</td>
<td>$7,153,634</td>
<td>$1,227,128</td>
<td>$891,692</td>
<td>$7,489,069</td>
</tr>
<tr>
<td>TRUST &amp; AGENCY</td>
<td>$1,061,039</td>
<td>$2,456</td>
<td>$3,045</td>
<td>$1,060,450</td>
</tr>
<tr>
<td>PERPETUAL CARE</td>
<td>$105,409</td>
<td>$775</td>
<td>$0</td>
<td>$106,184</td>
</tr>
<tr>
<td>PARKING</td>
<td>$5,793,319</td>
<td>$530,425</td>
<td>$369,031</td>
<td>$5,954,712</td>
</tr>
<tr>
<td>SOLID WASTE</td>
<td>$819,681</td>
<td>$135,004</td>
<td>$173,563</td>
<td>$781,122</td>
</tr>
<tr>
<td>TRANSIT</td>
<td>$1,497,037</td>
<td>$153,650</td>
<td>$357,728</td>
<td>$1,292,958</td>
</tr>
<tr>
<td>STORM WATER</td>
<td>$1,137,858</td>
<td>$102,438</td>
<td>$56,521</td>
<td>$1,183,775</td>
</tr>
<tr>
<td>HOTEL</td>
<td>$75,779</td>
<td>$146</td>
<td>$745,976</td>
<td>($670,050)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$23,431,777</strong></td>
<td><strong>$20,036,291</strong></td>
<td><strong>$12,412,481</strong></td>
<td><strong>$31,055,586</strong></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 November 30, 2020.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance as of 11/01/2020</th>
<th>Total Debits (increases)</th>
<th>Total Credits (decreases)</th>
<th>Ending Balance as of 11/30/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>$15,968,658</td>
<td>$3,226,726</td>
<td>$3,609,065</td>
<td>$15,586,318</td>
</tr>
<tr>
<td>ROAD USE</td>
<td>$2,270,107</td>
<td>$284,792</td>
<td>$154,705</td>
<td>$2,400,193</td>
</tr>
<tr>
<td>SPECIAL REVENUES</td>
<td>$4,319,845</td>
<td>$2,331,587</td>
<td>$549,153</td>
<td>$6,102,279</td>
</tr>
<tr>
<td>DEBT SERVICE &amp; SPECIAL ASSESSMENT</td>
<td>$20,284,025</td>
<td>$363,634</td>
<td>$2,164,766</td>
<td>$18,482,892</td>
</tr>
<tr>
<td>PROJECT FUNDS</td>
<td>($33,424,173)</td>
<td>$409,458</td>
<td>$799,218</td>
<td>($33,813,934)</td>
</tr>
<tr>
<td>WATER ENTERPRISE</td>
<td>$4,438,905</td>
<td>$269,901</td>
<td>$137,181</td>
<td>$4,571,626</td>
</tr>
<tr>
<td>WASTEWATER ENTERPRISE</td>
<td>$7,489,069</td>
<td>$592,368</td>
<td>$532,884</td>
<td>$7,548,554</td>
</tr>
<tr>
<td>TRUST &amp; AGENCY</td>
<td>$1,060,450</td>
<td>$43,015</td>
<td>$3,560</td>
<td>$1,099,906</td>
</tr>
<tr>
<td>PERPETUAL CARE</td>
<td>$106,184</td>
<td>$300</td>
<td>$0</td>
<td>$106,484</td>
</tr>
<tr>
<td>PARKING</td>
<td>$5,954,712</td>
<td>$246,542</td>
<td>$284,365</td>
<td>$5,916,890</td>
</tr>
<tr>
<td>SOLID WASTE</td>
<td>$781,122</td>
<td>$119,066</td>
<td>$106,411</td>
<td>$793,776</td>
</tr>
<tr>
<td>TRANSIT</td>
<td>$1,292,958</td>
<td>$99,283</td>
<td>$164,258</td>
<td>$1,227,983</td>
</tr>
<tr>
<td>STORM WATER</td>
<td>$1,183,775</td>
<td>$55,623</td>
<td>$22,644</td>
<td>$1,216,754</td>
</tr>
<tr>
<td>HOTEL</td>
<td>($670,050)</td>
<td>$135</td>
<td>$661,080</td>
<td>($1,330,995)</td>
</tr>
</tbody>
</table>

**Total:**

- Beginning Balance: $31,055,586
- Total Debits (increases): $8,042,429
- Total Credits (decreases): $9,189,290
- Ending Balance: $29,908,726

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 December 31, 2020.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance as of 12/01/2020</th>
<th>Total Debits (increases)</th>
<th>Total Credits (decreases)</th>
<th>Ending Balance as of 12/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>$15,586,318</td>
<td>$1,430,511</td>
<td>$2,422,536</td>
<td>$14,594,294</td>
</tr>
<tr>
<td>ROAD USE</td>
<td>$2,400,193</td>
<td>$283,727</td>
<td>$215,192</td>
<td>$2,468,729</td>
</tr>
<tr>
<td>SPECIAL REVENUES</td>
<td>$6,102,279</td>
<td>$645,362</td>
<td>$789,215</td>
<td>$5,958,426</td>
</tr>
<tr>
<td>DEBT SERVICE &amp; SPECIAL ASSESSMENT</td>
<td>$18,482,892</td>
<td>$1,919,035</td>
<td>$2,773,450</td>
<td>$17,628,478</td>
</tr>
<tr>
<td>PROJECT FUNDS</td>
<td>($33,813,934)</td>
<td>$329,771</td>
<td>$497,300</td>
<td>($33,981,462)</td>
</tr>
<tr>
<td>WATER ENTERPRISE</td>
<td>$4,571,626</td>
<td>$283,803</td>
<td>$177,592</td>
<td>$4,677,837</td>
</tr>
<tr>
<td>WASTEWATER ENTERPRISE</td>
<td>$7,548,554</td>
<td>$454,782</td>
<td>$218,395</td>
<td>$7,784,940</td>
</tr>
<tr>
<td>TRUST &amp; AGENCY</td>
<td>$1,099,906</td>
<td>$2,072</td>
<td>$0</td>
<td>$1,101,978</td>
</tr>
<tr>
<td>PERPETUAL CARE</td>
<td>$106,484</td>
<td>$575</td>
<td>$0</td>
<td>$107,059</td>
</tr>
<tr>
<td>PARKING</td>
<td>$5,916,890</td>
<td>$700,362</td>
<td>$516,846</td>
<td>$6,100,406</td>
</tr>
<tr>
<td>SOLID WASTE</td>
<td>$793,776</td>
<td>$134,167</td>
<td>$121,025</td>
<td>$806,918</td>
</tr>
<tr>
<td>TRANSIT</td>
<td>$1,227,983</td>
<td>$158,297</td>
<td>$240,163</td>
<td>$1,146,117</td>
</tr>
<tr>
<td>STORM WATER</td>
<td>$1,216,754</td>
<td>$58,429</td>
<td>$50,639</td>
<td>$1,224,544</td>
</tr>
<tr>
<td>HOTEL</td>
<td>($1,330,995)</td>
<td>$1,130,856</td>
<td>$1,139,922</td>
<td>($1,340,061)</td>
</tr>
</tbody>
</table>

| Total                               | $29,908,726                        | $7,531,750               | $9,162,275                | $28,278,200                     |

Questions regarding the monthly Treasurer’s Report may be directed to Finance Director, Tony Roetlin.