AGENDA

4:30 P.M. to 6:30 P.M. May 11, 2021

An Open House to share preliminary plans for the Clear Creek Stream Bank Mitigation Project will be held at the Tom Harking Trailhead, 719 Camp Cardinal Road with overflow parking on the east side of Camp Cardinal Road on Tuesday, May 11, 2014 from 4:30 P.M. to 6:30 P.M.

6:30 PM May 11, 2021

An Electronic Meeting (pursuant to Iowa Code Section 21.8) of the City Council of the City of Coralville, Johnson County, IA is being held Tuesday, May 11, 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, May 11, 2021 at 6:30 PM and rebroadcast on Mediacom 118-8 and on-demand at www.coralville.org/coralvision.

If you wish to participate in any of the public hearings or citizen comments you can submit comments in writing to the City Clerk’s office at 1512 7th Street, Coralville, Iowa or by email at tjohnson@coralville.org no later than 5:00 PM, Tuesday, May 11, 2021. Or you can come in person to the Council Chambers of Coralville City Hall, 1512 7th Street, Coralville, Iowa on Tuesday, May 11, 2021 at 6:30 PM where electronic access to the Council Meeting will be provided. Social distancing will be required. Coralville City Council Meetings are open to all individuals regardless of language spoken or disability. Any person requiring a reasonable accommodation to participate should contact the City Clerk’s office at 319-248-1700 or tjohnson@coralville.org at least two business days prior to the meeting.

1. Call to order.

2. Roll call.

3. Approve agenda.

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

5. WATER WELL #10 RE-CASING PROJECT ~ PUBLIC HEARING

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

   b) Consider resolution approving the plans, specifications, estimate of cost and form of contract; ordering bids, setting a date for the receiving of bids; and directing posting of the bid letting; all for the Water Well #10 Re-Casing Project.

   Note: This is for the re-casing of Water Well #10 located near the intersection of 12th Avenue and Liberty Lane. Bids are due by May 18, 2021.

6. MUDDY CREEK LANE PATCHING & SUBDRAIN 2021 ~ PUBLIC HEARING

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

   b) Consider resolution approving the plans, specifications, estimate of cost and form of contract; ordering bids, setting a date for the receiving of bids; and directing posting of the bid letting; all for the 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. Bids are due June 1, 2021.

7. AUBURN RIDGE

   a) Community Development Department Report.
   c) Consider resolution approving the Final Plat for Auburn Ridge, Coralville, Iowa.

Note: This is for the development of 50 single family lots on approximately 43.34-acres of recently annexed land located east of Auburn Hills East and west of Dubuque Street.

8. LOT 2, HEARTLAND PLAZA, PART FIVE

   a) 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 2nd 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.

9. 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 2nd 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.

10. TOWN CENTER RAMP RESTORATION PROJECT

    a) Consider resolution approving a Proposal with Walker Consultants, Minneapolis, MN for engineering services for the Town Center Ramp Restoration Project.

Note: This agreement for consulting services includes construction documents, bidding, construction administration and field engineering for the Town Center Ramp Restoration Project and is not to exceed $44,230.00.

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

    a) Approve minutes for the April 27, 2021 Coralville City Council Regular Meeting.
    b) Approve new Class B Liquor License with Sunday Sales for Staybridge Suites: Eff. 5/12.
    c) Approve new Special Class C Liquor License (Beer/Wine) with Sunday Sales for Brush & Barrel: Eff. 6/15. (New location)
    d) Approve Special Class C Liquor License (Beer/Wine) with Sunday Sales for Holiday Inn Express: Eff. 06/01.
    e) Approve Special Class C Liquor License (Beer/Wine) with living quarters privilege and Sunday Sales for Country Inn & Suites: Eff. 06/01.
    f) Approve payment to The Northway Corporation for Water Well #7 Rehabilitation (#16221): $19,112.14.
g) Approve payment to **Carter & Associates** installation of 8" valves at Brown Deer #4 Lift Station (#3718): $12,554.00.


i) Approve payment to **Heiman Fire Equipment** for fire equipment (#0897239-IN): $22,400.00.

j) Approve payment to **Veenstra & Kimm, Inc.** for Water Well #10 Re-Casing Design Services (#1): $5,897.20.

k) Approve payment to the **City of Iowa City** for 20 “Hotel Guest Parking Only” signs (#83904): $1,020.60.

l) Approve payment to **Terracon Consultants, Inc.** for the Brownfield Assessment Grant (#TF07585): $898.50.

m) Approve payment to **All American Concrete, Inc.** for work on IRL alley curb and sidewalk north of The Madison building (#5260): $17,124.00.

n) Approve Change Order #1: +$89,621.00; and Pay Estimate #1: $66,464.00; to **Bockenstedt Excavating** for the Iowa River Landing Parking Lot 2021.

o) Accept quotes and approve contract with **Hydro-Klean** for the Oakdale Trunk Sewer Cleaning & Televising: not to exceed $32,684.00.

p) Approve five-year **Iowa Department of Transportation (IDOT)** Agreement for Maintenance and Repair of Primary Roads. (This agreement spells out the responsibilities of the Iowa DOT and City for primary roads within the City limits from July 1, 2021 to June 30, 2026.)

q) Approve Bill List for May 11, 2021.

12. City Administrator’s report.

13. Mayor’s report.

14. City Attorney’s report.

15. Committee and Councilmember’s report.

16. Motion to adjourn.

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

1. City Administrator's time.
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 APPROVING THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT; ORDERING BIDS; SETTING A DATE FOR THE RECEIVING OF SAID BIDS; AND DIRECTING POSTING OF THE BID LETTING; ALL FOR THE WATER WELL #10 RE-CASING PROJECT.

WHEREAS, the City Council of the City of Coralville, Iowa, has heretofore deemed it necessary and desirable to repair Duck Creek Road between the Iowa Interstate Railroad and 340th Street excluding the bridge over Clear Creek, the project having been referred to as the “Water Well #10 Re-Casing Project”, hereinafter the “Project”; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the plans, specifications, estimate of cost and form of contract for the aforementioned Project is hereby approved. Be it further resolved that the City Staff and Administration be and the same are hereby authorized and directed to solicit bids for the project as follows: Bids for the aforementioned project shall be received by the City Clerk until 2 p.m., on Tuesday, May 18, 2021. Further, bid security for the aforementioned sealed bids is set at 5% of the bid price. The City Clerk is further directed to post notice of said bid letting as required by law.

* * * * * * *

Passed and approved this 11th day of May, 2021.

John A. Lundell, Mayor

ATTEST:

___
Thorsten J. Johnson, City Clerk
Date:  5/4/2021  
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.

Council Meeting schedule:

- June 1:  Bids due by 2:00 PM and opened immediately thereafter.
- June 8:  Bid report and consider award of contract.
- August 5:  Project completion date.

Engineer’s Estimate:  $143,810.00
FORM OF PROPOSAL
MUDDY CREEK LANE PATCHING & SUBDRAIN 2021
Full depth PCC patching, subdrain tile and cutoff walls on Muddy Creek Lane

Name of Bidder: ____________________________________________________________

Address of Bidder: ________________________________________________________

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

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

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

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

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

Submitted By: ______________________________

(signature)

Title: ______________________________________

Date: ______________________________

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

License Number: 14843

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: ______________________________
## SUDAS Estimated Unit Extended

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<th>No.</th>
<th>Item Code</th>
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**BASE BID TOTAL:** $ 

### Bid Alternate

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**Notes:**

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

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

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

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

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

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

G. Work shall be completed August 5, 2021.

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

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

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

K. Questions can be directed to Streets Superintendent Eric Fisher, efisher@coralville.org, 319-248-1740.
Traffic Control Notes:
*ROAD CLOSED sign location will move depending construction stage.

Staging Notes:
*All residents in current construction Phase must have driveway access restored prior to closing next construction Phase.
*Construction Phases may be completed in any order.
Notice of Letting

Muddy Creek Lane Patching & Subdrain

In the City of Coralville, Iowa

Sealed proposals will be received by the City Clerk of the City of Coralville, Iowa, until 2:00 PM, Tuesday, June 1, 2021, and opened immediately thereafter by the City Engineer. Proposals will be acted upon by the City Council at a meeting to be held in the Council Chambers at 6:30 PM on Tuesday, June 8, 2021, or at such later time and place as may then be fixed.

The following work items will be completed: Approximately 500 square yards of Full depth PCC patching, 950 linear feet of subdrain tile, and 125 linear feet of subgrade cutoff walls, including all materials, labor, and equipment necessary for pavement removal, PCC pavement patching, subdrain tile, and backfill; and all other work as included in the plans and specifications.

All work is to be done in strict compliance with plans and specifications prepared by City Engineer Scott Larson, P.E., which have heretofore been approved by the City Council, and are on file for public examination in the City Clerk’s office. Whenever reference is made to the “Standard Specifications,” it shall be the "Iowa Statewide Urban Design and Specifications (SUDAS)", as modified.

Each proposal shall be completed on a form furnished by the City and must be accompanied in a sealed envelope, separate from the one containing the proposal, by either of the following forms of bid security; (1) a certified or cashier’s check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to 5% of the bid, (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of 5% of the bid. The bid security shall be made payable to the Treasurer of the City of Coralville, Iowa, and shall be forfeited to the City of Coralville as liquidated damages in the event the successful bidder fails to enter into a bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. Checks of the lowest two or more bidders may be retained for a period of not to exceed fifteen (15) days until a contract is awarded or rejection is made. Other checks will be returned after the canvass and tabulation of the bids is completed and reported to the City Council.

Payment to the Contractor will be made as specified in the “Standard Specifications” Section 1090.

The following limitations shall apply to this project:

- **Bid Date:** June 1, 2021, 2:00 PM, City Hall
- **Council Action:** June 8, 6:30 PM, City Hall
- **Start Date:** Upon issuance of Notice to Proceed, not prior to June 15, 2021
- **Completion Date:** August 5, 2021
- **Liquidated Damages:** $200 per day

The plans, specifications and proposed contract documents may be examined at the office of the City Clerk. Copies of said plans and specifications and form of proposal blanks may be secured at the Coralville Engineering Department, 319-248-1720, 1512 7th St, Coralville, IA, 52241, by bona fide bidders. Return all plans and specifications to the City Engineer’s office in good condition within fifteen (15) days after the opening of bids.

Prospective bidders are advised that the City of Coralville desires to employ minority contractors and subcontractors on City projects.
The City Council reserves the right to reject any and all bids, to waive technicalities or irregularities and to enter into such contract as it shall deem to be to the best interests of the City. The City Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of receiving bids.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local laws whereby preference is given on factors other than the amount of the Bid. The Iowa Reciprocal Preference Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents. This public improvement is being constructed pursuant to the provisions of Chapters 26 and 573 of the latest edition of the Iowa Code, including revisions.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Published upon order of the City Council of Coralville, Iowa.

/s/ Thorsten J. Johnson, City Clerk
RESOLUTION NO. 2021-______

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT; ORDERING BIDS; SETTING A DATE FOR THE RECEIVING OF SAID BIDS; AND DIRECTING POSTING OF THE BID LETTING; ALL FOR THE 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, the aforementioned plans, specifications, estimate of cost and form of contract for the proposed project were filed with the City Clerk for Council review and public inspection; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the plans, specifications, estimate of cost and form of contract for the aforementioned Project is hereby approved. Be it further resolved that the City Staff and Administration be and the same are hereby authorized and directed to solicit bids for the project as follows: Bids for the aforementioned project shall be received by the City Clerk until 2 p.m., on Tuesday, June 1, 2021. Further, bid security for the aforementioned sealed bids is set at 5% of the bid price. The City Clerk is further directed to post notice of said bid letting as required by law.

* * * * * * *

Passed and approved this 11th day of May, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

______________________________
Thorsten J. Johnson, City Clerk
Date: 5/6/2021  
To: Honorable Mayor Lundell and City Council Members  
From: David Johnson  
Title: Community Development Director  
Re: Auburn Ridge Final Plat

Introduction  
This memorandum forwards a request by Auburn Ridge, LLC to approve the enclosed Auburn Ridge Final Plat.

Staff Analysis  
This will be a 44.57-acre subdivision with 50 lots ranging in size from 0.25 acres to 1.5 acres. The Preliminary Plat was approved by City Council at the February 23, 2021 meeting. City Staff have reviewed the Auburn Ridge Final Plat and finds it conforms final plat preparation requirements.

Recommendation of the Commission  
The Planning and Zoning Commission reviewed the request at their May 5, 2021 meeting. By a vote of 4-0 the Commission recommended approval of the Auburn Ridge Final Plat.
RESOLUTION NO. 2021-____

RESOLUTION APPROVING THE FINAL PLAT FOR AUBURN RIDGE, CORALVILLE, IOWA.

WHEREAS, the developer did file with the City Clerk of Coralville, on April 1, 2021, a final platting of Auburn Ridge, Coralville, Iowa; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the final platting of Auburn Ridge, Coralville, Iowa be and the same is hereby approved.

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

* * * * * *

Passed and approved this 11th day of May, 2021.

__________________________
John A. Lundell, Mayor

ATTEST:

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

Legal Description as follows:


Beginning at the Center of Section 28, Township 80 North, Range 6 West, of the Fifth Principal Meridian, Johnson County, Iowa; Thence S89°24'24"W, along the South Line of the Southeast Quarter of the Northwest Quarter of said Section 28, a distance of 1314.80 feet, to the Southwest Corner thereof; Thence N03°11'38"W, along the West Line of said Southeast Quarter of the Northwest Quarter, 1301.80 feet, to its intersection with the South Line of Cherry Hills, in accordance with the Plat thereof Recorded in Plat Book 29 at Page 73 of the Records of the Johnson County Recorder's Office; Thence N86°49'43"E, along said South Line and the Easterly Projection thereof, 1305.34 feet, to a Point on the Centerline of Dubuque Street NE; Thence Southeasterly, 595.01 feet, along said Centerline on a 1910.50 foot radius curve, concave Northeasterly, whose 592.61 foot chord bears S13°39'32"E; Thence S22°34'52"E, along said Centerline, 122.00 feet; Thence Southeasterly, 526.29 feet, along said Centerline on a 818.67 foot radius curve, concave Southwesterly, whose 517.28 foot chord bears S04°09'52"E; Thence S14°15'08"W, along said Centerline, 156.99 feet, to the Northeast Corner of Ladd's First Subdivision, in accordance with the Plat thereof Recorded in Plat Book 34 at Page 23 of the Records of the Johnson County Recorder's Office; Thence S88°58'51"W, along the North Line of said Ladd's First Subdivision, 101.80 feet, to the Point of Beginning. Said Annexation Parcel contains 43.34 Acres, and is subject to easements and restrictions of record.
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.
1. The construction covered by these plans shall conform to all applicable standards and specifications of the City of Coralville, IA.

2. The contractor shall verify the exact location of all existing utilities, drain lines, and irrigation piping.

3. The contractor shall verify and coordinate all final grades with the landscape architect prior to the completion of work in each area.

4. Debris shall not be allowed to accumulate and shall be removed at frequent intervals. At completion of the project, the contractor shall gather and remove all debris, equipment, and excess material from that area.

5. Location and placement of all plant material shall be coordinated with the landscape architect.

6. The landscape planting plan graphically illustrates overall plant massings. Each plant species shall be placed in the field to utilize the greatest coverage of the ground plane. The planting bed shall be mounded as shown on plans and details.

7. The landscape planting plan graphically illustrates overall plant massings. Each plant species shall be placed in the field to utilize the greatest coverage of the ground plane. The planting bed shall be mounded as shown on plans and details.

8. The landscape planting plan graphically illustrates overall plant massings. Each plant species shall be placed in the field to utilize the greatest coverage of the ground plane. The planting bed shall be mounded as shown on plans and details.

9. The landscape planting plan graphically illustrates overall plant massings. Each plant species shall be placed in the field to utilize the greatest coverage of the ground plane. The planting bed shall be mounded as shown on plans and details.

10. All planting beds not fully contained by concrete curbs or walks shall be edged according to specifications.

11. Plants and landscape materials shall be installed as detailed on plans.

12. Plant backfill for trees and shrubs shall be per specifications.

13. All planting beds shall be treated with dacthal pre-emergent herbicide at manufacturer-recommended rates and shall be covered with specified mulch application. Apply lighter mulch in current usage. All standards not covered by the plans shall be covered with specified mulch application.

14. All areas disturbed during construction that are not designated as planting beds or pavement shall be replanted with dacthal pre-emergent herbicide at manufacturer-recommended rates and shall be covered with specified mulch application. Apply lighter mulch in current usage. All standards not covered by the plans shall be covered with specified mulch application.

15. All plant material shall be guaranteed for a period of one year after owner's final approval.

16. All landscape beds shall be mounded as shown on plans and details.
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.
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.
ORDINANCE NO. 2021-1008

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.

4. 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
Date: 5/4/2021
To: Honorable Mayor and City Council
From: Vicky Robrock
Title: Director of Parking and Transportation
CC: Kelly Hayworth, Ellen Habel
Re: Parking Facilities Restoration, Engineering and Administration Services for the Town Center Ramp

The City has five parking structures constructed from 2006-2019. In order to properly maintain these facilities it was essential to identify any potential maintenance items and expenses to assist the Parking Department with budgeting. A conditions assessment report and master plan was completed by Walker Consultants in September 2019 where items were identified that may require some further attention, and/or investigation of existing conditions.

Walker Consultants have investigated the slab cracking at the Town Center ramp, provided a report summarizing their findings, and submitted a proposal for engineering services to provide construction documents and construction administration services for the forensic restoration of the Town Center Ramp.

The Parking Department would request your consideration to approve an agreement for forensic restoration, engineering and administration services to Walker Consultants of Minneapolis, MN for the Town Center Ramp for an amount not to exceed $44,230.

Thank you for your consideration.
April 26, 2021

Mr. Scott Coberly  
Parking Maintenance Supervisor  
City of Coralville Transit & Parking  
900 10th Street  
Coralville, IA

Re: Proposal for Forensic Restoration  
Construction Documents and Construction Administration  
Town Center Parking Ramp  
Coralville, Iowa

Dear Mr. Coberly:

Walker Consultants (Walker) is pleased to submit this proposal to the City of Coralville (Client) for engineering services to provide construction documents and construction administration services for the above noted parking facility. The purpose of this proposal is to confirm our understanding of the project, define our scope of services, propose professional fees, establish a schedule, and serve as authorization to proceed with the work.

PROJECT UNDERSTANDING

The Town Center Parking Facility was constructed in 2006 and is located west of 12th Avenue and north of the Coralville Center for the Performing Arts. The structure is five bays wide with a sloped center bay speed ramp for access to the lower level with outside dimensions of 247 feet by 272 feet. The facility has a total area of 133,600 square feet with 67,200 square feet of structured parking. Traffic within the facility is two-way with ninety-degree (90°) parking. The structure consists of two levels of parking with one structured level constructed with cast-in-place, flat-plate concrete slabs supported by cast-in-place, conventionally reinforced concrete columns. The foundations include drilled piers with cast-in-place concrete grade beams. The lower level is a five-inch-thick concrete slab on grade reinforced with welded wire fabric. The facility includes two stair towers at the northwest and southeast corners. Vehicle access to and from the parking structure is at the east from 12th Avenue.

The original design (As-built) of the parking deck was by KJWW Engineering consultants. Drawings provided to Walker are dated July 12, 2006. It is understood that sometime after the original construction of the deck, significant slab deflection was noticed, the slab was reanalyzed by Wiss, Janney, Elstner (WJE), and a repair was designed by WJE. The repair involved removal of the top four inches (4”) of the structural concrete slab by waterblasting/hydrodemolition, inserting a greater quantity of top-side epoxy coated reinforcement, then re-pouring the upper concrete of the slab in a bonded overlay manner.
The supported slab is currently exhibiting top-side slab cracking that appears to coincide with the locations of the columns below. Walker has completed a structural review of the supported level and directed limited testing to locate the upper reinforcement of the supported slab at the Town Center Parking Ramp. The purpose of the investigation and testing was to evaluate the supported two-way slab to identify if a structural problem exists. The results of the testing indicated a reduced quantity of reinforcement in the slab as compared to construction documents and code requirements, as well as incorrect placement of the reinforcement, resulting in a floor slab with a capacity below the intended design.

Repairs are desired to be performed in 2021 that consist of concrete repairs, installation of concrete crack sealant, installation of embedded steel reinforcement and overlaid carbon fiber reinforcement above 30 columns, and installation of hybrid epoxy traffic membrane to cover the entire supported level.

It is desired that Walker develop Construction Documents to provide a written and graphical standard to issue to contractors for bidding and restoration purposes. After completion of the Construction Documents, Walker will perform Construction Administration services to assist the Owner with the product submittal approvals, attending a pre-construction meeting, providing periodic construction observation and monitoring of quality of construction work, verifying quantities of work, pay application approvals, and project close-out services.

**SCOPE OF SERVICES**

To meet the specific needs of this project, we propose the following scope of professional services. Walker will:

**Task 1: Construction Documents:**

1. Review previous field notes, plans, specifications, repair documents and reports that are on file at Walker.
2. Develop a Unit Price Bid Form and Work Item descriptions.
3. Develop plan sheets noting general locations of required repairs and details for each specific repair.
4. Develop a Project Manual containing specifications and estimated quantities of each Work Item.
5. Provide an electronic set (pdf) of final Construction Documents for distribution to bidding contractors.

**Task 2a: Bidding and Construction Administration**

1. Coordinate and attend one (1) virtual Prebid meeting.
2. Answer contractor technical questions during bidding and respond with addenda as needed.
3. Evaluate bids and provide assistance and recommendations for contractor selection.
4. Coordinate and attend one (1) preconstruction meeting.
5. Review material samples and submittals, shop drawings, and material substitution requests for conformance with specifications.
6. Provide interpretations of the construction documents requested by the contractor, and issue field orders and/or change orders as necessary.
7. Field Engineering / Site Visits include:
   a. Up to nine (9) weekly virtual construction progress/scheduling meetings and provide meeting minutes after each.
   b. Up to five (5) site visits during construction to observe construction, review progress, review work for conformance with repair documents, quantify repairs performed. Two (2) site visits during installation of epoxy repair system will be provided by Walker’s local technical
representative (one visit for each of the two phases with this type of repair). Three (3) site visits will be made by a Walker engineer from our Minneapolis office for a punch walk to review completed work for conformance with documents at the end of each Phase.

c. A field report for each site visit. Field report will include reporting work being performed and any work believed to be unsatisfactory, faulty, defective, or that does not conform to the Construction Documents.

d. Review of contractor’s punch lists and preparation an engineer’s punch list at substantial completion of each of the three (3) phases.

8. Provide project closeout services including assembling warranties required by the construction documents.

Task 2b: Optional Additional Field Engineering

1. Three (3) additional site visits during construction to observe installation of hybrid traffic topping system. These site visits will be provided by Walker’s local technical representative, and will be followed by a field report.

LIMITATIONS

As stated in the above scope of services, the assessment is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. Because of this inherent uncertainty and probable variation of the assumptions, actual quantities and cost of repairs will vary from estimated or projected results.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

SCHEDULE

Upon receipt of this signed proposal within 30 days of issuance, construction document development will begin. The construction documents can be completed by the end of June 2021.

Bidding is anticipated during the month of July, with City award of contract expected by mid-August.

The repairs project will be phased in three segments (east parking, west parking, perimeter drive lane), resulting in approximately a two-month project. The hybrid epoxy traffic coating is temperature sensitive and must be applied in warmer weather than traditional traffic coating. As such, we recommend requiring in the documents that the contractor reach substantial completion of the project prior to the end of October.
PROFESSIONAL FEE

Walker will provide the parking facility services listed above for lump sum fees including reasonable project expenses in accordance with the table below and attached General Conditions of Agreement for Restoration.

<table>
<thead>
<tr>
<th>PHASE/TASK</th>
<th>PROPOSED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Construction Documents</td>
<td>$ 17,540</td>
</tr>
<tr>
<td>2a Bidding and Construction Administration</td>
<td>$ 22,620</td>
</tr>
<tr>
<td>2b Optional Additional Field Engineering</td>
<td>$ 4,070</td>
</tr>
<tr>
<td>TOTAL LUMP SUM FEE PROPOSED</td>
<td>$ 44,230</td>
</tr>
</tbody>
</table>

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, and other project related expenses.

Walker is dedicated to providing our clients with engineering services that meet project requirements and deadlines. If you should have any additional questions, please do not hesitate to call or email us.

Sincerely,

WALKER CONSULTANTS

James D. Strehle
Engineer – Building Envelope, Forensics & Restoration

Michael H. Retterath
Director – Building Envelope, Forensics & Restoration

Enclosures General Conditions of Agreement for Restoration Services

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

CITY OF CORALVILLE

Accepted by (Signature) 

Printed Name

Title

Date
SERVICES

Walker Consultants (Walker) will provide the CLIENT professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

PAYMENT FOR SERVICES

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to Walker within thirty (30) days of date of invoice, the CLIENT agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney’s fees and other costs incurred to collect the unpaid sum.

OWNERSHIP OF DOCUMENTS

All documents prepared or provided by Walker are and remain the property of Walker as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker’s specific written consent will be at CLIENT’s sole risk.

STANDARD OF CARE

Walker will perform the Services consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other warranty, express or implied, is made. Walker’s liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of Walker shall be limited to the fee or $10,000, whichever is greater.

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

CONSEQUENTIAL DAMAGES

The Client and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.
RESOLUTION NO. 2021-______

RESOLUTION APPROVING A PROPOSAL WITH WALKER CONSULTANTS, MINNEAPOLIS, MN FOR ENGINEERING SERVICES THE TOWN CENTER RAMP RESTORATION PROJECT.

WHEREAS, the City Council of the City of Coralville deems it necessary and desirable to do a forensic restoration of the Town Center Ramp the project having been referred to as the “Town Center Ramp Restoration Project”, hereinafter known as the “Project;” and

WHEREAS, this will require construction documents and construction administration services for the Project; and

WHEREAS, Walker Consultants, Minneapolis, MN is qualified and able to provide engineering services to provide construction documents and construction administration services for the Project, for not to exceed $44,230.00; and

WHEREAS, Walker Consultants, Minneapolis, MN has drafted a Proposal for Forensic Restoration Construction Documents and Construction Administration Town Center Parking Ramp, Coralville, Iowa, hereinafter known as the “Proposal,” 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 Proposal; and

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

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

Passed and approved this 11th day of May, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

__________________________________
Thorsten J. Johnson, City Clerk
Date: 5/5/2021
To: Mayor & City Council Members
From: Scott Larson
Title: City Engineer
CC: City Administrator Kelly Hayworth, City Clerk Thor Johnson
Re: Iowa River Landing Parking Lot 2021 – Change Order #1

Change Order #1 upgrades the parking lot surfacing from bituminous seal coat (chip seal) to 5” thick hot mix asphalt to reduce the annual maintenance required over the expected life of the parking lot. The adjacent hotel development group will reimburse the City for 50% of this additional cost. Change Order #1 total: $89,621.00. Additional Working Days: 0.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADD Hot Mix Asphalt, 5&quot; thick</td>
<td>SY</td>
<td>4,130.00</td>
<td>$31.92</td>
<td>$131,829.60</td>
</tr>
<tr>
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<td>$1.59</td>
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<td>SY</td>
<td>4,130.00</td>
<td>$2.05</td>
<td>$8,466.50</td>
</tr>
<tr>
<td>DELTE Bid Item 6. Subase, Granular, 6&quot;, Macadam Stone w/ Geotextile</td>
<td>SY</td>
<td>4,130.00</td>
<td>$6.65</td>
<td>$(27,464.50)</td>
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<tr>
<td>DELETE Bid Item 14. Bituminous Seal Coat</td>
<td>SY</td>
<td>4,130.00</td>
<td>$7.21</td>
<td>$(29,777.30)</td>
</tr>
</tbody>
</table>

TOTAL CHANGE ORDER #1: $ 89,621.00
City of Coralville  
CHANGE OR EXTRA WORK ORDER

Change Order No.: 1  
Date Prepared: 5/3/2021

Project: Iowa River Landing Parking Lot 2021

Contractor: Bockenstedt Excavating, 3506 Dolphin Dr, Iowa City, IA 52240

You are hereby authorized to make the following changes to the contract documents:

A. Description of change to be made or extra work to be done:
Change parking lot surface material from bituminous seal coat to hot mix asphalt.

B. Reason for change or extra work:
An agreement was reached with the adjacent hotel development group to split the cost 50/50 to upgrade the parking lot from a chip seal surface to hot mix asphalt to minimize annual maintenance expense and disruption over the life of the parking lot.

C. Settlement for cost of work to be made as follows:

<table>
<thead>
<tr>
<th>Item Description</th>
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<tr>
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<td>SY</td>
<td>-4,130.00</td>
<td>$6.65</td>
<td>$(27,464.50)</td>
</tr>
<tr>
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<td>SY</td>
<td>-4,130.00</td>
<td>$7.21</td>
<td>$(29,777.30)</td>
</tr>
</tbody>
</table>

TOTAL CHANGE ORDER #1: $ 89,621.00

Receipt is acknowledged of this change or extra work and terms of settlement are hereby agreed to:

__________________________  _________________________
Project Engineer               Date

__________________________  _________________________
Contractor                   Date

APPROVED BY:

__________________________  _________________________
John A. Lundell, Mayor        Date
Date: 5/4/2021
To: City Administrator, Mayor and City Council
From: David Clark
Title: Wastewater Department Superintendent
CC: Finance Officer, City Clerk, City Engineer
Re: Oakdale Trunk Sewer Cleaning & Televising

The Oakdale Trunk Sewer is included in the current Capital Improvement Plan. This trunk sewer will need to be cleaned & televised to determine the overall condition and the sections of pipe that are in need of repair or replacement.

Four vendors were contacted for pricing and the low price proposal was provided by Hydro-Klean at a cost not to exceed $32,684.

I recommend approval of the price proposal with Hydro-Klean for the above referenced project. The work will be paid out of the Wastewater Department FY2021 budget.
I recommend approval of this agreement with the Iowa DOT that defines the maintenance, repair, and minor reconstruction responsibilities of primary roads within Coralville city limits. This is a standard agreement used throughout the state. The agreement covers the five year period from July 1, 2021, to June 30, 2026.
Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Coralville, Johnson County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)
   1. Maintain highway features including ramps and repairs to bridges.
   2. Provide bridge inspection.
   3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)
   1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
   2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
   3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
   4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department’s policy.
   5. Vehicular Bridges: Structural maintenance and painting as necessary.
   6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)
   1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)
   1. Roadside within the limits of the freeway fence.
   2. Surface drainage of right of way.
   3. Traffic signs and pavement markings required for freeway operation.
   4. Guardrail at piers and bridge approaches.
   5. Bridges including deck repair, structural repair, berm slope protection and painting.
   6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)
   1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
   2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
   3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.
4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.

5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.

6. Clean, sweep and wash streets when considered necessary by the Municipality.

7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)
   1. Maintain and repair highway facilities due to utility construction and maintenance.
   2. Removal of trees as necessary and the trimming of tree branches as necessary.

C. City Streets Crossing Freeway Rights of Way (See I.D)
   1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
   2. Mark traffic lanes on the cross street.
   3. Remove snow on the cross street, including bridges over the freeway.
   4. Clean and sweep bridge decks on streets crossing over freeway.
   5. Maintain all roadside areas outside the freeway fence.

III. The Municipality further agrees:

A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the “Manual on Uniform Traffic Control Devices for Streets and Highways.”

B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.

C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.

D. To comply with the current Utility Accommodation Policy of the Department.

E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Coralville

MUNICIPALITY

By

Date

IOWA DEPARTMENT OF TRANSPORTATION

BY

District Engineer

Date