AGENDA

6:30 PM May 25, 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 25, 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 25, 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 25, 2021. Or you can come in person to the Council Chambers of Coralville City Hall, 1512 7th Street, Coralville, Iowa on Tuesday, May 25, 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. Mayor to proclaim May 2021 as “Asian American and Pacific Islander Heritage Month.”
5. Citizen comments for 15 minutes. Additional comments to continue after the consent calendar if needed. (Please limit to 5 minutes.)
6. TRANSIT FARES AND PASSES ~ PUBLIC HEARING
   a) Public hearing on proposed Transit fares and passes.
   b) Consider resolution approving proposed Transit fares and passes.

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

7. ELECTRIC VEHICLE SUPPLY EQUIPMENT AGREEMENT

Note: This agreement and easement is for the installation and maintenance of electric vehicle supply equipment for a host site at the City parking ramp at 921 Ponseti Way.

8. 28E AGREEMENT
   a) Consider resolution approving a 28E Agreement with Johnson County regarding a Mobility Coordinator position.
Note: This agreement is for the City of Coralville’s share of the full-time Johnson County Mobility Coordinator Position for one year and is not to exceed $15,260.00.

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 3rd and final consideration.

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

10. 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 3rd and final consideration.

b) Consider resolution approving the PUD-B Site Plan for Lot 2, Heartland Plaza, Part Five, Coralville, Iowa.

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

11. WELL #10 RE-CASING 2021

a) Bid Report.

b) Consider resolution accepting bids and awarding the Construction Contract for the Well #10 Re-Casing 2021.

c) Consider resolution approving the Contract and bond documents for the Well #10 Re-Casing 2021.

Note: This is for the re-casing of Water Well #10 located near the intersection of 12th Avenue and Liberty Lane.

12. BONDS

a) Consider resolution to fix a date for a public hearing on not to exceed $11,000,000.00 General Obligation Urban Renewal Loan Agreements.

Note: This will set a public hearing on the financing of the acquisition of the Green State Family Fieldhouse for June 8, 2021.

b) Consider resolution to fix a date for a public hearing on a Proposal to enter into one or more Sewer Revenue Loan Agreements and to borrow money thereunder.

Note: This is an amendment to the Wastewater Treatment Plant loan through the State Revolving Fund. It will effectively lower the interest rate on the Wastewater Treatment Plant loan to allow for additional storm water quality projects to be funded without additional cost to the City. The public hearing will be June 8, 2021.
13. GUEST WELCOME CENTER

a) Consider resolution approving a Sponsorship Agreement with the Iowa Children’s Museum regarding the operation of the Guest Welcome Center at Coral Ridge Mall.

Note: This three-year agreement is for the operation of the Guest Welcome Center in the Coral Ridge Mall from February 1, 2022 through January 31, 2025.

14. ENGINEERING SERVICES AGREEMENT

a) Consider resolution approving an Engineering Services Agreement with Terracon Consultants, Inc. for EPA Brownfields Grant Task 3 Services for the 4th Avenue Place Land Assembly.

Note: This three-year agreement is for a Phase I Environmental Site Assessment Update items relates to an Asbestos and Hazardous Materials Survey for properties known as the 4th Avenue Place Land Assembly. This agreement is not to exceed $23,000.00.

15. 711, 713 AND 715 5TH AVENUE

a) Consider resolution of intent to dispose of an interest in real property generally referred to a 711, 713 and 715 5th Avenue, Coralville, Iowa

Note: This is for the sale of three lots to a developer who will renovate the existing homes to sell for no more than $175,000.00 with a 30-year deed restriction to ensure the homes are owner-occupied. The public hearing will be June 8, 2021.

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

a) Approve minutes for the May 11, 2021 Coralville City Council Regular Meeting.
b) Approve Taxicab Company License for Big Ten Taxicab: 06/01/2021 through 05/31/2022.
c) Approve Taxicab Company License for Yellow Cab of Iowa City: 06/01/2021 through 05/31/2022.
d) Approve the Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kum & Go #201, Kum and Go #521 and Kum & Go #524: Eff. 07/01/2021 through 06/30/2022.
e) Approve new Class C Liquor License with Sunday Sales for Tavern Blue: Eff. 05/10.
f) Approve Class C Beer Permit with Carryout Wine and Sunday Sales for Walgreens #5977: Eff. 06/11.
g) Approve Class C Beer Permit with Carryout Wine and Sunday Sales for Walgreens #10985: Eff. 06/11.
h) Approve Class C Beer Permit with Sunday Sales for Canterbury BP Amoco: Eff. 06/15.
i) 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 (#135167): $3,353.13.
j) Approve payment of Iowa River Landing Invoice as approved by Watts Group to Wagner Construction Services for Anthropologie Landlord Improvements (#2): $186,485.00.
k) Approve payment to Impact7G for the for Clear Creek Mitigation Bank (#20883): $19,000.00.
l) Approve payment to Flashing Thunder Fireworks for 4thFest fireworks (#2021-02): $12,130.00.
m) Approve payment to CAJ Enterprises, Inc./Chris Jones Trucking for demolition at 309 and 309 ½ 7th Street:
   i) Invoice #21703 $6,767.75
n) Approve payment of Iowa River Landing Invoice as approved by Watts Group to I & S Group (ISG), Inc. for Anthropologie Tenant Buildout (#71964): $4,778.00.

o) Approve payment to HR Green, Inc. for the I-80/1st Avenue Interchange – Final Design Phase 1 (#143387): $3,814.99.

p) Approve payment to Shoemaker Haaland for the Iowa River Trail – Rocky Shore Drive to Clear Creek (#019376.00-11): $4,053.50.

q) Approve Pay Estimate #7 to Peterson Contractors, Inc. for the I-80/1st Avenue Interchange – Final Design Phase 1: $189,820.37.

r) Accept bids and approve contract with Pierce Manufacturing for a complete refurbishment of the current Coralville Fire Department rescue truck: $191,913.00.

s) Approve Bill List for May 25, 2021.

17. City Administrator’s report.

18. Mayor’s report.

19. City Attorney’s report.

20. Committee and Councilmember’s report.

21. Motion to adjourn.

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

1. June Planning & Zoning Submittals ~ Dave Johnson
2. Parks & Recreation Department Report ~ Sherri Proud
3. City Administrator’s time.
The Iowa City Area Transit Study that started in August of 2019 included a thorough review of all routes, stops, schedules, fares, transfer policies, and a public input process enabling the three systems to improve and better coordinate service. Based on the study, Coralville Transit implemented new routes and schedules in October of 2020.

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

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

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

Following the public hearing, the Transit Department would anticipate implementing proposed fare structure and passes in July 2021.
RESOLUTION NO. 2021-____

RESOLUTION APPROVING PROPOSED TRANSIT FARES AND PASSES.

WHEREAS, the Director of Parking and Transportation has recommended that the City change its fares and passes as recommended in the Iowa City Area Transit Study conducted by Nelson-Nygaard for the Coralville Transit System so they will be consistent with Iowa City Transit rates and fares; and

WHEREAS, a public hearing on the above-described changes in transit fares and passes for the Coralville Transit System has now been held, said public hearing having been preceded by proper posted notice thereof required by law; and

WHEREAS, it is now necessary for the City Council to approve the following changes in transit fares and passes to the Coralville Transit System on behalf of the City:

<table>
<thead>
<tr>
<th>Fare Type</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Cash Fare</td>
<td>$1.00</td>
</tr>
<tr>
<td>Youth Cash Fare (Ages 5-18)</td>
<td>$0.50</td>
</tr>
<tr>
<td>Children under the age of 5</td>
<td>No Fare</td>
</tr>
<tr>
<td>Senior (65+) Card Holders</td>
<td>No Fare</td>
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<tr>
<td>Disabled Card Holders</td>
<td>No Fare</td>
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<tr>
<td>ADA Paratransit Card Holders</td>
<td>No Fare</td>
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<tr>
<td>Medicare Card Holders</td>
<td>No Fare</td>
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</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that the aforementioned changes in transit fares and passes to the Coralville Transit System is hereby be and the same is hereby accepted and approved and they instruct the Director of Parking & Transportation to implement those preferred routes in July of 2021.

Passed and approved this 25th day of May, 2021.

________________________________________
John A. Lundell, Mayor

ATTEST:

_____________________________
Thorsten J. Johnson, City Clerk
MidAmerica Energy Company accepted applications for host sites across Iowa to install Electric Vehicle (EV) charging stations in October 2020. MidAmerican Energy would strategically place, across their service territory, a network of DC fast-charging stations in order to enable long-distance electric vehicle travel. The Iowa River Landing was chosen as a host site.

The Parking Department identified the West Ramp in the Iowa River Landing with convenient access from Interstate 80 and 380 as an ideal location. This equipment would replace current EV stations that are no longer supported. MidAmerican Energy will be responsible for installing, operating, maintaining, and repairing all equipment.

The agreement will remain in effect for a period of one year from the effective date, at which time the agreement will be automatically renewed for an additional one-year period, and from year to year for additional one-year periods thereafter. Either party may terminate the agreement at any time with no less than thirty days written notice.

The Parking Department requests your consideration to approve an agreement with MidAmerican Energy Company for the City of Coralville to be a designated electric vehicle supply equipment host site. Thank you for your consideration.
This Electric Vehicle Site Host Agreement (“Agreement”) is entered into this _____ day of May, 2021 (“Effective Date”), between MidAmerican Energy Company (“MidAmerican”) and City of Coralville (“Host”). MidAmerican and Host may be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

MidAmerican is offering its Iowa electric customers installation and maintenance of electric vehicle supply equipment (“EVSE”) at designated locations throughout MidAmerican’s service territory including a number of direct-current fast-chargers to enable long-distance electric vehicle travel.

Host is the owner or lessor of the property with an address of 921 Ponseti Way, Coralville, IA 52241 (the “Property”).

Host desires to have MidAmerican install EVSE and associated wires, cables, and equipment (collectively, the “Equipment”) at the Property.

MidAmerican is willing to install the Equipment at the Property, subject to the following terms and conditions.

In consideration of the mutual covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. This Agreement shall remain in effect for a period of one year from the Effective Date, at which time this Agreement shall be automatically renewed for an additional one-year period, and from year to year for additional one-year periods thereafter (“Term”). However, either Party may terminate this Agreement at any time upon not less than thirty (30) days advance written notice to the other Party.

2. MidAmerican shall be responsible for installing, operating, maintaining, and repairing all Equipment at the Property, and shall do so at MidAmerican’s expense, except as otherwise provided herein. At MidAmerican’s option, all Equipment may display the MidAmerican name and logo prominently.

3. At all times during the Term of this Agreement, MidAmerican shall retain all right, title, and interest in and to the Equipment. The Parties agree that Host shall have no right, title, or interest in or to the Equipment, or any part thereof, during the term of this Agreement. The Parties further agree that the Equipment shall not be considered a “fixture” of the Property, nor shall Host take any actions that would lead to that conclusion. Notwithstanding the foregoing, at the termination of this Agreement, or at any point during
the Term or during any extension thereof, MidAmerican may, in its sole discretion, choose to transfer its right, title, and interest in and to the Equipment to Host. Upon transferring its right, title, and interest in and to the Equipment to Host, Host (a) shall release MidAmerican from any and all liabilities, including without limitation, any claim or action for bodily injury or property damage resulting from or related to the Equipment or the use thereof, whether arising before or after such transfer, and (b) shall assume responsibility for all costs and expenses associated with the Equipment, including without limitation all electrical consumption costs, network access fees, maintenance costs, and repair costs.

4. MidAmerican shall own any and all data gathered or generated by, or associated with, the Equipment for use in regulatory reporting, ordinary business use, industry forums, case studies, or other business or planning activities of MidAmerican or its affiliates. Host shall have no right, title, or interest in or to such data.

5. Under no circumstances shall Host receive monetary or in-kind compensation from MidAmerican for its performance of any duties or obligations under this Agreement.

6. Host shall use commercially-reasonable efforts to maintain the Property surrounding the Equipment in a clean, safe, and orderly condition, to at least the same standard as Host customarily maintains the common areas at the Property, or at a minimum to a standard consistent with prudent business practices.

7. Host shall promptly notify MidAmerican if and when Host becomes aware of any unsafe, inoperable, or damaged Equipment. Host shall promptly report all claims or incidents to MidAmerican that occur with respect to the Equipment and shall thereafter promptly confirm in writing any loss, injury, or damage incurred by Host. Host shall not damage, disable, modify, or tamper with the Equipment, except to the extent required by a legitimate emergency situation. If Host damages, disables, modifies, or tampers with the Equipment, except in a legitimate emergency situation, MidAmerican shall repair or replace the Equipment at Host’s sole cost and expense.

8. After the Equipment is installed, Host agrees to grant MidAmerican an easement, in the form provided in Exhibit A hereto (the “Easement”). MidAmerican shall be responsible for all costs related to the creation of a survey depicting the location of the Equipment as installed. Host shall execute and deliver the Easement to MidAmerican within thirty (30) days of receipt from MidAmerican. Host’s failure to execute and deliver the Easement within thirty (30) days of receipt from MidAmerican constitutes just cause for MidAmerican to terminate this Agreement without recourse. Promptly following termination of this Agreement, MidAmerican shall execute and have recorded in the county records a release of easement, at MidAmerican’s expense, relinquishing and abandoning MidAmerican’s rights under the Easement.

9. All notices or easements required shall be delivered personally or sent postage prepaid by regular mail to the parties at the addresses set forth below:
Any notice or request required or permitted to be given by any party to the other and not required to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set forth above.

Notices shall be deemed complete upon personal delivery or three (3) days after depositing the same in the U.S. Mail as provided herein.

10. Host represents and warrants that it is the owner or lessor of the Property, subject to the use by the University of Iowa Health Care and general public, and that it has the power, authority, and capacity to bind itself to discharge the duties under this Agreement, for the term of the Agreement, and to execute this Agreement.

11. Owner or Lessor shall provide MidAmerican with written notice at least thirty (30) days prior to any sale of the Property. Within thirty (30) days following receipt of such notice, MidAmerican may, in its sole discretion, consent to Host’s delegation of its duties to the purchaser of the Property; alternatively, MidAmerican may, in its sole discretion, remove the Equipment at its sole cost. If MidAmerican elects to remove the Equipment, this Agreement shall be deemed terminated as of the earlier of (a) the date on which the sale of the Property is consummated, or (b) the date the Equipment is removed.

12. The Parties acknowledge and agree that MidAmerican does not guarantee continuity of service to or from the Equipment and is not responsible or for interruption, curtailment, failure, or defect in the supply or character of electricity furnished to the Equipment.

13. The Parties expressly agree that this Agreement was jointly drafted and that each had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. The language in all parts of this Agreement will be in all cases construed according to its fair meaning and not strictly for or against either of the Parties. If a claim is made by any Party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion will be implied by virtue of
the fact that this Agreement was prepared by or at the request of a particular Party or counsel for any particular Party.

14. In no event shall either Party be liable to the other Party for indirect, consequential, incidental, special, punitive, or exemplary damages of any nature, arising at any time, and regardless of the form of the action or theory of the claim. The foregoing waiver does not apply to an indemnity obligation with respect to a third-party claim.

15. Each Party shall indemnify, defend, and hold harmless the other Party against from all losses or liability resulting from or arising out of the negligence or willful misconduct of such Party, or that of its officer, directors, or employees. Neither Party shall be liable for loss or liability to the extent caused by the negligence or willful misconduct of the other Party, its officers, directors, employees or agents.

16. As of the date of this Agreement, each Party shall procure and maintain in good standing insurance limits as set forth below for claims against either Party involving bodily injury or property damage which may arise from or in connection with the exercise of the rights or privileges granted under this Agreement:
   a. Commercial general liability insurance or comprehensive general liability insurance with a minimum limit of $1,000,000 per occurrence for bodily injury and damage to property, including contractual liability, premises and operations, products/completed operations, independent contractors, broad form property damage, and personal injury coverage, and a minimum aggregate amount of $2,000,000; or
   b. Umbrella Liability Insurance with a minimum limit of $5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits required in paragraph 15(a) above. Host shall notify MidAmerican, if at any time their full umbrella limit is not available during the term of this Contract, and will purchase additional limits, if requested by MidAmerican.

17. Each Party will act in good faith in the performance of its obligations under this Agreement and each Party will cooperate with the reasonable requests of the other Party and otherwise use commercially reasonable efforts to implement the provisions of and to administer this Agreement in accordance with its terms.

18. This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which taken together will constitute only one legal instrument. Provided that both Parties have signed this Agreement in counterparts and the counterparts have been delivered to both Parties, it will not be necessary in making proof of this Agreement to produce or account for more than one (1) counterpart.

19. Notwithstanding any other provision in this Agreement, if any Applicable Law is changed, amended, or revoked, or any statutes, rules, regulations, permits, or authorizations are
enacted or granted, such that: (i) the continued implementation of this Agreement would have a material adverse effect on either Party; or (ii) this Agreement or any part of this Agreement would be rendered unenforceable, then the Parties agree to negotiate in good faith to amend this Agreement to conform with such Applicable Law or new statutes, rules, regulations, permits, or authorizations (as applicable) in order to maintain the original intent of the Parties under this Agreement.

20. Each party, upon the reasonable request of the other Party, will perform any further acts which are consistent with this Agreement and that do not materially increase the duties or financial obligations of the Parties or reduce any rights of the Parties.

21. This Agreement will continue in effect after its termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under this Agreement.

22. There are no third-party beneficiaries of this Agreement, and this Agreement should not be construed to create or confer any right or interest in or to, or to grant any remedies to, any third party as a beneficiary of this Agreement, or any duty, obligation, or undertaking established in this Agreement.

23. This Agreement does not constitute a joint venture, association, or partnership between the Parties. No express or implied term, provision, or condition of this Agreement will create, or will be deemed to create, an agency, joint venture, partnership, or any fiduciary relationship between the Parties.

24. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements and all contemporaneous oral communications with respect thereto. All additions, amendments or modifications to this Agreement must be made in writing and must be signed by the Parties. This Agreement shall be effective upon execution.

25. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their permitted successors and assigns.

26. Any applicable terms and conditions included in MidAmerican’s Iowa Electric Tariff, approved by the Iowa Utilities Board (“IUB”), or in the IUB rules, or tariffs approved by the Federal Energy Regulatory Commission (“FERC”), shall apply. If the terms and conditions of this Agreement are inconsistent with MidAmerican’s Iowa Electric Tariff approved by the IUB, or in Part 199 of the Iowa Administrative Code, or the tariff approved by FERC, the terms and conditions of the applicable tariff shall apply. If the terms and conditions of this Agreement are not addressed in MidAmerican’s Iowa Electric Tariff approved by the IUB, or in Part 199 of the Iowa Administrative Code, or the tariff approved by FERC, the terms and conditions of this Agreement shall apply. The provisions of MidAmerican’s Iowa Electric Tariff and tariffs approved by FERC are subject to change
upon order or approval of any regulatory authority having jurisdiction. If there is a regulatory change requiring an amendment to this Agreement, the Parties will work in good faith to negotiate amendments to this Agreement affected by an order or approval of a jurisdictional regulatory authority.

27. Each provision of this Agreement is severable and if any provision shall be finally determined to be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions shall not be affected thereby nor shall said provision be invalid in any other jurisdiction. Without limiting the foregoing, if a provision obligating a Party is found to be invalid, illegal or unenforceable, the other Party shall not be required to perform or resume performance of its corresponding obligations.

28. Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, it is agreed between the Parties that the law of the State of Iowa will govern, without regard to Iowa’s conflict of laws provisions the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof.

29. The Parties agree that any dispute regarding the interpretation of Chapter 20 or Chapter 25 of the IUB’s rules, or MidAmerican’s Iowa Electric Tariff falls under the IUB’s jurisdiction and the Parties shall first attempt to resolve any disputes through the IUB’s informal complaint process. The Parties retain the right to request reconsideration of an IUB decision and the right to appeal the IUB decision. The Parties retain the right to appeal any IUB decision or enforce any other provisions of this Agreement in either Iowa state or federal courts. In the event of a dispute, the Parties shall promptly meet and confer in good faith to attempt to resolve the dispute. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

30. The rights of the Parties may not be waived except in writing signed by the waiving Party. A waiver by either Party of any of its rights under this Agreement or any breach of this Agreement shall not be construed as a waiver of any other or future rights or breaches. No waiver by either Party of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

CITY OF CORALVILLE

By: ____________________________
Name: John A. Lundell
Title: Mayor
Date: ____________________________

MIDAMERICAN ENERGY COMPANY

By: ____________________________
Name: Adam Jablonski
Title: VP, Resource Development
Date: ____________________________
1. ____________________________, its successors and assigns (“Grantor”), grants to MIDAMERICAN ENERGY COMPANY, its successors and assigns (“Grantee”), a perpetual easement, together with the right to survey the property and the right of ingress thereto, and egress therefrom, upon, over, under and across the property hereinafter described and all the rights and privileges incident and necessary to the enjoyment of this easement (“Easement Area”), to erect, construct, modify in size, improve, reconstruct, relocate, inspect, repair, maintain, remove and use of an electric vehicle charging station (“EV Station”), and other reasonably necessary equipment incident thereto (collectively “Facilities”) hereinafter set forth, upon, over, under and across the property described below.

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

INSERT LEGAL DESCRIPTION

DESCRIPTION OF EASEMENT AREA:

A _____ foot by _____ foot easement on each side of the alignment as such Facilities are installed, as generally depicted on Exhibit A, attached hereto and made a part hereof.

2. Facilities includes such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; electric vehicle charging supply equipment, bollards and/or curbs or other
associated safety equipment, associated signage; and fixtures and appurtenances necessary to any
and all thereof, as Grantee deems necessary for the distribution of electric energy and
communication purposes located within the Easement Area.

3. Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed,
any building, structure, fence, trees, plants or drill or dig, within this Easement Area.

4. Grantor shall provide at all times, a delineated space surrounding each EV Station, so that
each EV Station may be accessed and used by an electric vehicle for charging.

5. Grantor shall not increase or decrease the ground surface elevations within the Easement
Area after installation of Grantee's Facilities, without prior written consent of Grantee.

6. Grantee shall have the right but not the duty, to trim or remove trees and brush along or
adjacent to the Easement Area and remove roots from within the Easement Area whenever Grantee
deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees
and brush to prevent danger or hazard to property or persons.

7. This easement shall be binding upon and inure to the benefit of successors, heirs, executors,
administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

8. In the event the Electric Vehicle Charging Station Site Host Agreement is terminated and
the EV Stations are removed, this easement may be terminated at the written request of Grantor.
Grantee shall upon written demand therefor execute and record a release of easement, at Grantor’s
expense.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and
Grantor has good and lawful authority to grant the rights provided in this easement.

10. In consideration of such grant, Grantee agrees that it will repair or pay for any damage
which may be caused to fences, or other property, real or personal of the Grantor by the
construction, reconstruction, maintenance, operation, replacement or removal of the Facilities that
Grantee determines interferes with the operation and maintenance of the Facilities and associated
equipment.

11. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person,
group, entity or nation named by any Executive Order or the United States Treasury Department
as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked
person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced
or administered by the Office of Foreign Assets Control; and are not engaged in this transaction,
directly or indirectly, on behalf of, any such person, group, entity or nation. Grantor hereby agrees
to defend, indemnify and hold harmless the Grantee from and against any and all claims, damages,
losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related
to any breach of the foregoing certification.

12. Each of the provisions of this easement shall be enforceable independently of any other
provision of this easement and independent of any other claim or cause of action. In the event of
any matter of dispute arising out of or related to this easement, it is agreed between the parties that
the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, Grantor executed this instrument this ______ day of ________________, 20__. 

INSERT COMPANY NAME

By: ________________________________

Name Typed: ________________________________

Title: ________________________________

ACKNOWLEDGMENT

STATE OF )

) ss

COUNTY OF )

This record was acknowledged before me on ________________, 20__, by (NAME OF PERSON) as (TITLE) of ________________ COMPANY NAME ________________.

________________________________________

Signature of Notary Public
RESOLUTION NO. 2021-_______

RESOLUTION APPROVING AN ELECTRICAL VEHICLE HOST AGREEMENT WITH MIDAMERICAN ENERGY COMPANY AND A MIDAMERICAN ENERGY COMPANY ELECTRIC VEHICLE CHARGING STATION (“EVCS”) EASEMENT.

WHEREAS, the City Council of the City of Coralville deems it necessary and desirable to have 921 Ponseti Way become a host site for a MidAmerican Energy Company’s Electric Vehicle Charging Station (“EVCS”)

WHEREAS, the Director of Parking and Transportation recommends allowing MidAmerican Energy Company to install and maintain an EVCS on City property at 921 Ponseti Way; and

WHEREAS, MidAmerican Energy Company (“MEC”) has drafted an Electrical Vehicle Host Agreement that will remain in effect for one year and be automatically renewed for an additional one-year period from year to year; and MidAmerican Energy Company Electric Vehicle Charging Station Easement that will terminate with the removal of the EVCS and end of the Electric Vehicle Host Agreement; and

WHEREAS, the Director of Parking and Transportation and City Attorney have reviewed and recommend approval of the aforementioned Agreement and Easement.

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

* * * * * * *

Passed and approved this 25th day of May, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

_______________________________
Thorsten J. Johnson, City Clerk
The 28E agreement with Johnson County is for 15% of the cost (The City of Coralville’s contribution) for the full-time Mobility Coordinator position. This position assists passengers to navigate the transit systems in our metropolitan area and county. They assist with travel training and work with social service agencies to provide information that can be shared with their clients. The City of Coralville shares the cost with the City of Iowa City and Johnson County. The City would be responsible for an amount not to exceed $15,260 in FY22. Thank you for your consideration.
28E Agreement for Mobility Coordinator between the City of Coralville and Johnson County for the period of July 1, 2021 through June 30, 2022

This Agreement is made and entered into by and between the City of Coralville, Iowa, hereinafter referred to as “Coralville”, and Johnson County, Iowa, hereinafter referred to as the “County”.

Scope of Services
The County shall provide to Coralville through Johnson County Social Services, Mobility Coordinator services. The Mobility Coordinator will provide transportation referrals, education and community outreach, improving the overall mobility for elderly, disabled and low income residents.

General Terms
Johnson County, Coralville and Iowa City will jointly fund the Mobility Coordinator position. Johnson County will pay 50%, Coralville will pay 15% and Iowa City will pay 35% of the total expenses related to the position including salary, benefits, supplies and mileage. Coralville’s contribution for the period of this agreement will be equivalent to 15% of the actual expenses as described herein, however the total amount paid by Coralville for this position for the duration of this contract shall not exceed $15,260.

Each party agrees to release, indemnify and hold the other party, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys’ fees, and expenses incidental thereto, which may be suffered by, or charged to, the other party by reason of any loss or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by the party or its servants, employees or agents of any covenant or condition of this Agreement or by any act or failure to act of those persons. The County shall not be liable for any loss, injury, damage or delay of any nature whatsoever resulting from the County’s failure to perform if caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the County’s control.”

Coralville service provided by the Mobility Coordinator will be documented and provided to Coralville upon request. Service is any assistance in regards to questions and/or travel training, and/or updates of transportation needs and/or accepted assignment of work requested by Coralville Transit.

Compensation and Duration
This agreement shall be for a period of twelve (12) months effective July 1, 2021 through June 30, 2022. This agreement may be modified at any time by mutual written agreement of the parties.

The contracted amount contained herein represents Coralville’s full and complete financial responsibility toward the Mobility Coordinator position. For the term running from July 1, 2021 through June 30, 2022, the County shall invoice Coralville monthly for costs associated with providing
the Mobility Coordinator position under this Agreement. Coralville shall pay the monthly cost within thirty (30) days of receipt of the invoice.

If either party chooses to terminate this agreement, a 60 written notice must be provided.

**Extent of Agreement**

1. No separate legal entity is established by this Agreement.

2. This Agreement is between public agencies contracting to perform governmental service pursuant to Iowa Code Section 28E.12.

3. Pursuant to Iowa Code Section 28E.8(1)(a) (2018) Coralville shall file this Agreement, in an electronic format, with the Secretary of State of Iowa in the manner specified by the Secretary of State.

4. The County Social Services Director shall administer this Agreement and the services described in it. The Agreement does not provide for the acquisition of joint personal or real property.

5. The Agreement represents the entire agreement between Coralville and Johnson County for the Mobility Coordinator position. It may be amended only by a written instrument signed by both parties.

**Assignment**

This Agreement is not assignable without written consent of both parties.

Dated this ___________________ day of ______________________, 20_____.

CITY OF CORALVILLE    JOHNSON COUNTY, IOWA

By: ________________  By: ________________
   John Lundell, Mayor          Pat Heiden, Chair

Attest: ________________  Attest: ________________
   City Clerk              County Auditor

Approved by:

__________________________________________
City Attorney’s Office
CITY ACKNOWLEDGEMENT

STATE OF IOWA    )
    ) ss:
JOHNSON COUNTY   )

On this __________ day of _________________________, 20______, before me, _______________ _______________ a Notary Public in and for the State of Iowa, personally appeared John Lundell and Thorsten Johnson, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; 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 contained in (Ordinance) (Resolution) No. ____________ passed by the City Council, on the __________ day of _____________________, 20______, and that John Lundell and Thorsten 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.

Notary Public in and for the State of Iowa
My commission expires:

COUNTY ACKNOWLEDGEMENT

STATE OF IOWA    )
    ) ss:
JOHNSON COUNTY   )

On this __________ day of _________________________, 20______, before me, _______________ _______________ a Notary Public in and for the State of Iowa, personally appeared Pat Heiden and Travis Weipert, to me personally known, and, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Johnson, Iowa; 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 Board of Supervisors, as contained in the Motion adopted by the Board of Supervisors, on the __________ day of _________________________, 20______, and Pat Heiden and Travis Weipert acknowledge 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.

Notary Public in and for the State of Iowa
My commission expires:
RESOLUTION NO. 2021-______

RESOLUTION APPROVING A 28E AGREEMENT WITH JOHNSON COUNTY REGARDING A MOBILITY COORDINATOR POSITION.

WHEREAS, both Johnson County, Coralville and Iowa City desire to hire a Johnson County Mobility Coordinator to assist passengers to navigate the systems in our metropolitan area and county; and

WHEREAS, this position is will be funded by Johnson County, Coralville and Iowa City with Coralville’ contribution for Fiscal Year 2022 not to exceed $12,195.00; and

WHEREAS, near the end of the 1-year period starting July 1, 2021 the position will be reviewed and evaluate the value of continuing the position; and

WHEREAS, it is in the best interest of the County and both Cities to approve this 28E Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that the aforementioned 28E Agreement is hereby approved. Further, the Mayor or Mayor Pro-tem, and City Clerk are hereby directed to execute this Agreement on behalf of the City.

**************************
Passed and approved this 25th day of May, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

_______________________________
Thorsten J. Johnson, City Clerk
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: 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. All trees, evergreen or deciduous, shall be a minimum of 4' from any paving edge.

2. All plants of the same species shall be equally spaced and sited for the best aesthetic viewing.

3. All evergreen shrubs and creeping groundcovers shall be minimum of 2' from any paving edge.

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

5. Location and placement of all plant material shall be coordinated with landscape architect from landscape contractor at their expense. Landscape contractor shall maintain plant material proposed for use on the project.

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

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

8. Plants shall be placed in the field to utilize the greatest coverage of the ground plane. The planting schedule shall be placed in the field to utilize the greatest coverage of the ground plane. The planting schedule shall be completed.

9. Plants shall be installed according to planting schedule, which shall be coordinated with landscape architect.

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

11. Plants shall be planted according to planting schedule, which shall be coordinated with landscape architect.

12.EXIST. STREET TREES

- ORNAMENTAL TREE PLANTED PER SPECIFICATIONS DETAIL L1, SHEET L110
- OVERSTORY DECIDUOUS TREE PLANTED PER SPECIFICATIONS DETAIL L1, SHEET L110

13. All planting beds shall be treated with dacthal pre-emergent herbicide at manufacturer’s specifications.

14. Planting beds shall be planted according to planting schedule, which shall be coordinated with landscape architect.

15. All planting beds shall be treated with dacthal pre-emergent herbicide at manufacturer’s specifications.

16. All landscape beds shall be mounded as shown on plans and details.

17. All planting beds shall be treated with dacthal pre-emergent herbicide at manufacturer’s 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.
RESOLUTION NO. 2021-_____

RESOLUTION APPROVING THE PUD-B SITE PLAN FOR LOT 2, HEARTLAND PLAZA, PART FIVE, CORALVILLE, IOWA.

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

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

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

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

* * * * * *

Passed and approved this 25th day of May, 2021.

_________________________________
John A. Lundell, Mayor

ATTEST:

_________________________________
Thorsten J. Johnson, City Clerk
The following bid was received on May 18, 2021, for Well 10 Recasing 2021:

Northway Well and Pump Company: $623,871.00

The Engineer's Estimate was $575,000.00. Northway's bid is approximately 8.5% above the estimate.

I recommend award of the contract to Northway Well and Pump Company in the amount of $623,871.00.
**BID TABULATION**

**WELL 10 RECASING 2021**

**CORALVILLE, IOWA**

Project: Construct Well 10 Recasing 2021 for the following unit and lump sum prices:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantities</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Mobilization of Cable Tool Drill and Equipment</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$38,500.00</td>
</tr>
<tr>
<td>1.2 Remove Pump, Pipe &amp; Pitless</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>1.3 Extend 16&quot; Casing &amp; Brush Casing</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$32,825.00</td>
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<tr>
<td>1.4 Backfill Open Hole</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>1.5 Grout Shoe</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$2,950.00</td>
</tr>
<tr>
<td>1.6 Sch. 40 SS 304 Casing Pipe – 12&quot; ID</td>
<td>LF</td>
<td>1,177</td>
<td>$245.00</td>
<td>$288,365.00</td>
</tr>
<tr>
<td>1.7 Mobilization of Grouting Equip.</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$18,500.00</td>
</tr>
<tr>
<td>1.8 Grouting</td>
<td>Sacks</td>
<td>530</td>
<td>$37.50</td>
<td>$19,875.00</td>
</tr>
<tr>
<td>1.9 Drill Out Grout Shoe and Bail Well</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$36,600.00</td>
</tr>
<tr>
<td>1.10 Acid Treatment</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$49,750.00</td>
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<tr>
<td>1.11 Disinfect Well</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$4,550.00</td>
</tr>
<tr>
<td>1.12 Test Setup</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$29,550.00</td>
</tr>
<tr>
<td>1.13 Well Testing</td>
<td>Hours</td>
<td>72</td>
<td>$400.00</td>
<td>$28,800.00</td>
</tr>
<tr>
<td>1.14 Television Survey</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>1.15 Provide &amp; Install Pitless Unit</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$33,766.00</td>
</tr>
<tr>
<td>1.16 Install Existing Pumping Equip.</td>
<td>LS</td>
<td>1</td>
<td>xxxxx</td>
<td>$10,540.00</td>
</tr>
</tbody>
</table>

**Total Bid**

(Items 1.1 - 1.16) $623,871.00

I hereby certify that this is a true tabulation of bids received on May 18, 2021 by the City of Coralville, Iowa for the Well 10 Recasing 2021 project.

Dave Schechinger, P.E.
Iowa License No. 16538
My license renewal date is December 31, 2022
CONTRACT

THIS AGREEMENT, made and entered into this _______ day of ____________________, 2021, by and between the City of Coralville, Iowa, party of the first part, hereinafter referred to as the "Owner", and

______________________________________________________________, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the _______ day of ____________________, 2021, for Well 10 Recasing 2021 under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:
2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

   2.1.1 Notice to Bidders
   2.1.2 Notice of Public Hearing
   2.1.3 Instructions to Bidders
   2.1.4 Proposal
   2.1.5 Contract
   2.1.6 Bond
   2.1.7 General Conditions
   2.1.8 Special Conditions
   2.1.9 Detailed Specifications
   2.1.10 Plans listed in the specifications
   2.1.11 Numbered addenda issued to the foregoing.

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR

________________________________________
By________________________________________
Title_______________________________________

ATTEST:

________________________________________
Title_______________________________________

CITY OF CORALVILLE, IOWA

________________________________________
Mayor

ATTEST:

________________________________________
City Clerk

C-2

283260
RESOLUTION NO. 2021-______


WHEREAS, the City Council of the City of Coralville, Iowa, has heretofore deemed it necessary and desirable to re-case Water Well #10 near the intersection of 12th Avenue and Liberty Lane; the project having been referred to as the “Well #10 Re-Casing 2021,” hereinafter the “Project;” and

WHEREAS, the bids for the aforementioned project were received, opened and tabulated on May 18, 2021 as per published notice; and

WHEREAS, the bid from Northway Well & Pump Co. of $623,871.00 was the lowest, most responsive, responsible bid; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coralville, Iowa, that the bid from Northway Well & Pump Co. of $623,871.00 is hereby accepted. Further, the Construction Contract is therefore awarded to Northway Well & Pump Co. for the aforementioned bid amount.

* * * * * * *

Passed and approved this 25th day May, 2021.

John A. Lundell, Mayor

ATTEST:

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


WHEREAS, the City Council of the City of Coralville did heretofore receive the bids for the “Well #10 Re-Casing 2021” (the “Project”); and

WHEREAS, the bid from Northway Well & Pump Co. of $623,871.00 was the lowest, most responsive, responsible bid submitted for the project; and

WHEREAS, accordingly, the City Council did heretofore award the contract for the Project to Northway Well & Pump Co. of $623,871.00; 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 25th day of May, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

_______________________________
Thorsten J. Johnson, City Clerk
Date: 5/19/2021
To: Mayor, City Council, Kelly Hayworth
From: Tony Roetlin
Title: Director of Finance
CC:
Re: General Obligation Bonds for Fieldhouse Project
Set Hearing Date & Time

These proceedings set a public hearing on the financing of the acquisition of the Green State Family Fieldhouse (the “Fieldhouse”). The construction financing of the Fieldhouse was accomplished utilizing a lease structure. This financing will complete the process.

The refunding bonds will be repaid through TIF revenues from the Mall & Highway 6 TIF Area. These bonds will be repaid from the same revenue source as the lease was paid.

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

Thank you.

Tony Roetlin
Director of Finance
Coralville, Iowa

May 25, 2021

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

In addition to attending this meeting it was live streamed Tuesday, June 8, 2021 at 6:30 PM and rebroadcast on Mediacom 118-8 and on-demand at www.coralville.org/coralvision.

Written comments could be received at the City Clerk’s office at 1512 7th Street, Coralville, Iowa or by email at tjohnson@coralville.org no later than 5:00 PM, Tuesday, June 8, 2021 and be recorded in the minutes.

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

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

Present: ____________________________________________

Absent: ____________________________________________.

• •Other Business••

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

Ayes: ____________________________________________

Nays: ____________________________________________.

Whereupon, the Mayor declared the resolution duly adopted as follows:
RESOLUTION NO. _________

To fix a date for a public hearing on not to exceed $11,000,000 General Obligation Urban Renewal Loan Agreements

WHEREAS, the City of Coralville, in the County of Johnson, State of Iowa (the “City”), proposes to enter into one or more loan agreements (the “Loan Agreements”) in the aggregate principal amount of not to exceed $11,000,000, pursuant to the provisions of Sections 384.24A, 384.24(3)(q) and 403.12 of the Code of Iowa for the purpose of paying the cost, to that extent, of the acquisition of a portion of an arena facility consisting of a multipurpose gymnasium and event space known as the “fieldhouse” and related costs related thereto (the “Project”), all of which are located within the City’s Mall and Highway 6 Urban Renewal Area (the “Urban Renewal Area”); and

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

WHEREAS, the City desires to institute proceedings to enter into the Loan Agreements by causing a notice of such proposal to be published under the provisions of Section 384.24(3)(q) of the Code of Iowa with respect to the Project, including notice of the right to petition for an election as provided by Section 384.26 of the Code of Iowa;

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

Section 1. This Council shall meet on the 8th day of June, 2021, at the City Hall, in the City, at 6:30 p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreements.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreements setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once not less than 10 and not more than 20 days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:
NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO ONE OR MORE LOAN AGREEMENTS AND BORROW MONEY IN A PRINCIPAL AMOUNT NOT TO EXCEED $11,000,000

The City Council of the City of Coralville, Iowa, will meet on the 8th day of June, 2021, at the City Hall, 1512 7th Street, in the City, at 6:30 p.m., for the purpose of instituting proceedings and taking action to enter into one or more loan agreements (the “Loan Agreements”) and borrow money in an aggregate principal amount not to exceed $11,000,000, for the purpose of paying the cost, to that extent, of the acquisition of a portion of an arena facility consisting of a multipurpose gymnasium and event space known as the “fieldhouse” and related costs related, all of which are located within the City’s Mall and Highway 6 Urban Renewal Area and constitutes an urban renewal project.

In addition to attending in person, this meeting will be live streamed Tuesday, June 8, 2021 at 6:30 PM and rebroadcast on Mediacom 118-8 and on-demand at www.coralville.org/coralvision.

Written comments may be filed at the City Clerk’s office at 1512 7th Street, Coralville, Iowa or by email at tjohnson@coralville.org no later than 5:00 PM, Tuesday, June 8, 2021 and they will be recorded in the minutes.

The Loan Agreements are proposed to be entered into pursuant to authority contained in Sections 384.24A, 384.24(3)(q) and 403.12 of the Code of Iowa and will constitute general obligations of the City.

At any time before the date fixed for taking action to enter into the Loan Agreements, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreements be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreements. After receiving objections, the City may determine to enter into the Loan Agreements, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Coralville, Iowa.

Thorsten J. Johnson
City Clerk
Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $11,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

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

Passed and approved May 25, 2021.

Mayor

Attest:

City Clerk

* * * Other Business * * *

On motion and vote, the meeting adjourned.
I, the undersigned, City Clerk of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Council relating to fixing a date for a hearing on the Council’s proposal to take action in connection with loan agreements, as referred to therein.

WITNESS MY HAND and the seal of the City hereto affixed this _____ day of May, 2021.

_______________________________
City Clerk

(Seal)
STATE OF IOWA
COUNTY OF JOHNSON        SS:
CITY OF CORALVILLE

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that pursuant to the resolution of its Council fixing a date of meeting at which it is proposed to take action to enter into a loan agreement, the notice, of which the printed slip attached to the publisher’s affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND and the seal of the City hereto affixed this _____ day of ________________, 2021.

______________________________________________
City Clerk

(Seal)

(Attach here the publisher’s original affidavit with clipping of the notice, as published.)
Date: 5/19/2021
To: Mayor, City Council, Kelly Hayworth
From: Tony Roetlin
Title: Director of Finance
CC:
Re: Sewer Revenue Bonds – Sponsored Projects
     Set Hearing Date & Time

These proceedings set a public hearing on a sewer revenue bond issue. This is not a new financing. It represents a modification of the State Revolving Fund ("SRF") borrowing for the overhaul of the wastewater treatment plant. That modification is done in such a way that additional stormwater quality projects can be funded without additional cost to the City. This is accomplished through the “Sponsored Projects” program of the DNR and IFA.

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

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

Thank you.

Tony Roetlin
Director of Finance
Coralville/Ear Hrg Sewer Rev

MINUTES TO SET DATE FOR HEARING
ON ENTERING SEWER REVENUE
LOAN AGREEMENTS

Coralville, Iowa

May 25, 2021

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

In addition to attending this meeting it was live streamed Tuesday, June 8, 2021 at 6:30
PM and rebroadcast on Mediacom 118-8 and on-demand at www.coralville.org/coralvision.

Written comments could be received at the City Clerk’s office at 1512 7th Street,
Coralville, Iowa or by email at tjohnson@coralville.org no later than 5:00 PM, Tuesday, June 8,
2021 and be recorded in the minutes.

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

Present: ________________________________________________________________

Absent: ____________________________.

• • Other Business • •

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

Ayes: ________________________________________________________________

Nays: ____________________________.

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

• • Other Business • •

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

Resolution to fix a date for a public hearing on a proposal to enter into one or more sewer revenue loan agreements and to borrow money thereunder

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

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

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

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

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

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

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

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

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

WHEREAS, the City now proposes to enter into one or more loan agreements or amendments to existing loan agreements (collectively, the “Agreement”) and to borrow money thereunder in a principal amount not to exceed $39,106,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (1) current refunding the Series 2016G Bond, and (2) constructing the Projects; and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This Council shall meet on the 8th day of June, 2021, at the City Hall, in the City, at 6:30 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once and not less than four nor more than twenty days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:
NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO SEWER REVENUE LOAN AGREEMENTS

The City Council of the City of Coralville, Iowa, will meet on the 8th day of June, 2021, at the City Hall, in the City, at 6:30 o’clock p.m., for the purpose of instituting proceedings and taking action to enter into one or more loan agreements or amendments to current loan agreements (collectively, the “Agreement”) and borrow money in a principal amount not to exceed $39,106,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing certain water resource restoration projects and current refunding the Sewer Revenue Bonds, Series 2016G (the “Series 2016G Bond”).

In addition to attending in person, this meeting will be live streamed Tuesday, June 8, 2021 at 6:30 PM and rebroadcast on Mediacom 118-8 and on-demand at www.coralville.org/coralvision.

Written comments may be filed at the City Clerk’s office at 1512 7th Street, Coralville, Iowa or by email at tjjohnson@coralville.org no later than 5:00 PM, Tuesday, June 8, 2021 and they will be recorded in the minutes.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City’s outstanding Taxable Sewer Revenue Bonds, Series 2010A, Taxable Sewer Revenue Bond, Series 2010B, the Sewer Revenue Refunding Bond, Series 2012A, and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Sanitary Sewer System of the City.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Coralville, Iowa.

Thorstien J. Johnson
City Clerk
Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which is reasonably estimated to cost at least $3,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

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

Section 5. This resolution shall be in full force and effect immediately upon adoption and approval, as provided by law.

Passed and approved this May 24, 2021.

Mayor

Attest:

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

I, the undersigned, Clerk of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council’s proposal to take action in connection with sewer revenue loan agreements.

WITNESS MY HAND this _____________ day of May, 2021.

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

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

____________________________________, Mayor
____________________________________, City Clerk
____________________________________, City Administrator
____________________________________, Finance Officer
____________________________________, Council Member/Mayor Pro-Tem
____________________________________, Council Member
____________________________________, Council Member
____________________________________, Council Member
____________________________________, Council Member

WITNESS MY HAND this _____ day of May, 2021.

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

I, the undersigned, City Clerk of the City of Coralville, Iowa (the “City”), do hereby certify that the City established the Municipal Sanitary Sewer System (the “Utility”) and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying sanitary sewer service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Utility, except as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Principal Amount Outstanding</th>
<th>Maturity</th>
</tr>
</thead>
</table>

(Attach here a separate sheet listing any other outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue.)

WITNESS MY HAND this _______ day of May, 2021.

______________________________________________
City Clerk
(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher’s affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF CORALVILLE

I, the undersigned, Clerk of the aforementioned City, do hereby certify that pursuant to the resolution of its Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher’s affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____________ day of May, 2021.

City Clerk

•

(Attach here the publisher’s original affidavit with clipping of the notice, as published.)
The May 25, 2021, agenda includes an agreement with the Iowa Children’s Museum for operation of the Guest Welcome Center at Coral Ridge Mall.

This is a continuation of the existing agreement. The dates of the agreement are February 1, 2022, through January 31, 2025. The amount is for $52,500 in the first year, with increases of $2,500 in each of the following years.

This partnership has worked well and I recommend approval of the agreement. Please feel free to contact me if you have any questions.
SPONSORSHIP AGREEMENT

THIS AGREEMENT ("Agreement") is made this 13th day of May, 2021 by and between The Iowa Children’s Museum, a Iowa nonprofit corporation ("ICM") and The City of Coralville ("City").

RECITALS

WHEREAS, ICM operates the Iowa Children’s Museum at 1451 Coral Ridge Avenue, Coralville, Iowa 52241, which is located in the Coral Ridge Mall (the “Shopping Center”);

WHEREAS, the Shopping Center has a location within its premises known as the Guest Welcome Center that ICM has previously operated and wishes to continue to operate, provided that the City provides funding assistance for such operation; and

WHEREAS, the City has agreed to sponsor the Coral Ridge Mall Guest Welcome Center as more particularly described in Exhibit A (the “Premises” or “Welcome Center”) attached hereto and made a part hereof.

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

TERMS AND CONDITIONS

1. SPONSORSHIP :

   a. The City agrees to pay to the ICM as sponsorship for the use of the space in the amount of One Hundred Sixty-Five Thousand ($165,000.00) pursuant to the following payment plan:

      $52,500 on or before February 1, 2022
      $55,000 on or before February 1, 2023
      $57,500 on or before February 1, 2024

   All payments shall be made to The Iowa Children’s Museum address as detailed in Exhibit A.

2. PERMITTED USE: Unless agreed to in writing between ICM and the City, the Premises shall be used solely for the non-exclusive purpose as detailed in Exhibit A and for no other purposes whatsoever.

3. INSURANCE: Both parties agree to furnish and keep in force the following insurance throughout the Term:

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

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

   c. Commercial General Liability Insurance including products and completed operations coverages of not less than $1,000,000.00 per occurrence, with a $2,000,000.00 per location aggregate. The fire legal liability limit shall be not less than $100,000.00. This policy shall contain a Contractual Liability Endorsement. This policy shall also include an Additional Insured Endorsement containing the names of the Additional Insureds as detailed in Exhibit A hereof. The policy must have a Waiver of Subrogation endorsement in favor of all additional insureds.

   ICM shall provide a Certificate of Insurance to City evidencing all of the required coverages and Endorsements prior to taking possession of the Premises. The Certificate of Insurance must remain current (or be replaced with a current Certificate) at all times during the period of sponsorship. All policies of insurance must be written by insurance carriers licensed to do business in the state in which the Shopping Center is located and have an A.M.
Best's rating of not less than "A-VII". All of ICM’s liability policies shall be endorsed to be primary and non-contributory to policies of ICM and the additional insureds, and shall contain either a cross-liability endorsement or separation of insureds provision which permits the limits of liability under ICM’s policies to apply separately to each additional insured. Each policy shall contain a provision that the insurance company shall give all additional insureds 30 days written notice in advance of any cancellation, lapse, reduction in amount of coverage or any other adverse change to the policy or insurer.

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

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

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

5. TERMINATION RIGHTS: ICM reserves the absolute right to cancel this Agreement by giving prior one hundred eighty (180) days written notice to City. In the event of cancellation, City shall have no claim against ICM.

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

7. NOTICES: All notices required under this Agreement shall be in writing and sent via reputable overnight courier (i.e. Federal Express, Airborne Express, etc.) or via registered or certified mail, return receipt requested, to the addresses detailed in Exhibit A hereof.

8. ATTORNEYS’ FEES: If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding shall reimburse the prevailing party for all reasonable expenses and attorneys’ fees and disbursements.

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

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

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

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

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

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

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

CITY:  
CITY OF CORALVILLE  
By:  
Its: Authorized Agent

ICM:  
THE IOWA CHILDREN'S MUSEUM  
By:  
Authorized Signatory
EXHIBIT A

1. TERMS: The following terms shall have the following meanings throughout this Agreement:

   a. The Iowa Children’s Museum
   b. Address of The ICM: 1451 Coral Ridge Avenue, Coralville, IA 52241
   c. Phone Number of The ICM: 319-625-6255   Fax Number 319-625-6266
   d. The ICM Contact Name: Jeff Capps
   e. The City: City of Coralville
   f. Address of The City: 1512 7th Street, Coralville, IA 52241
   g. Phone Number of The City: 319-248-1700
   h. The City Contact Name: Kelly Hayworth
   i. Term: February 1, 2022 through and including January 31, 2025
   j. Permitted Use: The City shall sponsor the current Guest Welcome Center kiosk as designated by The ICM in The ICM’s sole discretion and located within the common area/joint use area of the Shopping Center.
   k. Shopping Center Contact: Monica Nadeau
   l. Premises: Current Guest Welcome Center kiosk located within the common area/joint use area of the Shopping Center.
   m. Additional Insureds: Coral Ridge Mall, LLC.
                              General Growth Properties, Inc.
                              GGP Limited Partnership
   n. Security Deposit/Advanced Rent: $0

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

o. Additional Obligation of The ICM:

   • The ICM shall allow The City to utilize The ICM’s current Guest Welcome Center kiosk to provide City related services to people inside and outside of Coral Ridge Mall.
   • The ICM shall allow The City to sell related tourism souvenirs, tickets and products within the kiosk area. The sale of such products shall be pre-approved by The ICM and visual standards must cohere with The ICM’s operational guidelines.

p. Signage:

All signage located in, upon or about the Premises must be approved by The ICM prior to installation or placement. All signs, placards, banners, pennants and other advertising matter shall be prepared in a professional manner.

All signs, banners, placards, pennants and other advertising matter shall not exceed the Shopping Center code for height restriction and shall be subject to all governmental authorities’ approval and code regulations.
RESOLUTION NO. 2021-____

RESOLUTION APPROVING A SPONSORSHIP AGREEMENT WITH THE IOWA CHILDREN’S MUSEUM REGARDING THE OPERATION OF THE WELCOME CENTER AT CORAL RIDGE MALL.

WHEREAS, the City Council of the City of Coralville, has heretofore deemed it necessary and desirable to operate an interactive, multimedia information kiosk at the Coral Ridge Mall as a resource to the visitors to the City of Coralville; and

WHEREAS, The Iowa Children’s Museum has likewise determined it to be necessary and desirable to operate a full-time Concierge Center to serve visitors at the Coral Ridge Mall; and

WHEREAS, to that end, the City of Coralville and Iowa Children’s Museum are entering into a written License Agreement, dated February 1, 2022, implementing the above-referenced operations; and

WHEREAS, the parties to the agreement desire to extend said agreement to run until January 31, 2025; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 25th day of May, 2021.

_____________________________
John A. Lundell, Mayor

ATTEST:

_____________________________
Thorsten J. Johnson, City Clerk
This Engineering Services Agreement (ESA) with Terracon Consultants, Inc., covers the 4th Avenue Land Assembly properties outlined in red in the map below and provides the following environmental services, as needed:

- Updated Phase I Environmental Site Assessments.
- Preparation of a Property-Specific Sampling and Analysis Checklist.
- Per Duplex Asbestos and Hazardous Materials Surveys.
- Pad Site Asbestos and Hazardous Materials Surveys.
The ESA is for the entire 4th Avenue Place Land Assembly, but only services performed on the 4th Avenue Place duplex properties (shaded yellow) are eligible for reimbursement through the Brownfields Grant because those properties are not owned by the City.

I recommend approval of the ESA with Terracon Consultants, Inc., for the not-to-exceed fee of $23,000.00.
ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this 21st day of April, 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 Terracon Consultants, Inc., hereinafter referred to as the "CONSULTANT".

WHEREAS, the City Council of the City of Coralville has heretofore deemed it necessary and desirable to perform services to assist with the redevelopment of underutilized areas within the City (the “Project”); and

WHEREAS, it was deemed necessary to perform **EPA Brownfields Grant Task 3—Services including 1) Phase I Environmental Site Assessment Update, 2) Property Specific Sampling Checklist for Asbestos and Hazardous Materials Survey and 3) Asbestos and Hazardous Material Survey of properties known as the 4th Avenue Place Land Assembly, Coralville, Iowa property** services (the “Services”);

WHEREAS, the CONSULTANT is capable of supplying the desired professional services for a cost of not-to-exceed the maximum of $23,000; and

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT to perform said Services for a total consulting fee not to exceed $23,000 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 engineering services in connection with the Project as set forth in Exhibit "A" attached hereto.

II. **TIME OF COMPLETION.**

   The CONSULTANT shall complete the services to be rendered hereunder as soon as practicable.

   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 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 a 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, 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 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 expressly 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 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 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 CONSULTANT.

F. It is further agreed that neither party to this Agreement shall perform contrary to any applicable 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 Project hereunder.

H. The CONSULTANT agrees to certify all reports, specifications, and drawings with the seal of a professional geotechnical 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 Project. 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 Project shall be paid by the CITY.

M. CONTRACTOR shall provide and maintain insurance throughout said Project 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 Project in the amount of not less that $1,000,000 per claim or $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 “D”.

   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 $23,000 for said Services.

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 to 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 each discrete phase of the Project as set forth in the performance schedule in Paragraph II above. Accordingly, the CONSULTANT shall not be entitled to compensation hereunder for any Project phase until the entire Phase 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, WARRANTY, AND GUARANTEE.

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

   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 geotechnical engineering profession.

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, 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 geotechnical 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 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.

XVI. SUPPLEMENTAL TERMS

A. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

B. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT’S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. CITY shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. CONSULTANT will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including CITY’s contractors, subcontractors, or other parties present at the site.

ACCEPTED & AGREED:

CONSULTANT:  
Terracon Consultants, Inc.

__________________________  ________________________
Kurt S. Nilsson            Kelly Hayworth

CITY OF CORALVILLE:  

______________________________
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 Kelly Hayworth and Thorsten Johnson, to me personally known, who, being by me duly sworn, did say that they are the City Administrator 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 Kelly Hayworth and Thorsten 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
My commission expires ____________

STATE OF IOWA, COUNTY OF LINN, ss:

On this ___________ day of ____________, 2021, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Kurt S. Nilsson, to me personally known, who, being by me duly sworn, did say that they are the Senior Project Manager II, respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said)(the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Kurt S. Nilsson as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

[Signature]

A Notary Public in and for the
State of Iowa
My commission expires ____________

TERESA KILTS
Commission Number 812291
My Commission Expires
August 22, 2021
EXHIBIT “D”

“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.”
April 21, 2021

EXHIBIT A

City of Coralville, Iowa
1512 7th Street
PO Box 5127
Coralville, Iowa 52241-5127

Attn: Mr. Scott Larson

Re: Proposal for Environmental Services to Include:
  Phase I Environmental Site Assessment Update;
  Preparation of EPA Property Specific Sampling and Analysis Checklist for Asbestos
  and Hazardous Material Surveys; and
  Completion of Asbestos and Hazardous Material Surveys
  4th Avenue Place Land Assembly
  Task 3 Services of EPA Brownfields Cooperative Agreement
  Cooperative Agreement #BF-97764301
  Coralville, Iowa 52241
  Terracon Project No. 06177109F

Dear Mr. Larson:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to provide this proposal to provide
environmental services for the 4th Avenue Place Land Assembly, which includes the following:

<table>
<thead>
<tr>
<th>Site: 4th Avenue Place Land Assembly</th>
<th>Address</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>309 and 309½ 7th Street</td>
<td>Owned by City, building demolished.</td>
<td></td>
</tr>
<tr>
<td>614 and 614½ 4th Avenue</td>
<td>Owned by City, building occupied.</td>
<td></td>
</tr>
<tr>
<td>702 and 704 4th Avenue Place</td>
<td>Property under contract, building vacant.</td>
<td></td>
</tr>
<tr>
<td>706 and 708 4th Avenue Place</td>
<td>Property under contract, building vacant.</td>
<td></td>
</tr>
<tr>
<td>710 and 712 4th Avenue Place</td>
<td>Property under contract, building destroyed by fire, concrete pad remains.</td>
<td></td>
</tr>
<tr>
<td>714 and 716 4th Avenue Place</td>
<td>Property under contract, building vacant.</td>
<td></td>
</tr>
<tr>
<td>711 and 713 4th Avenue Place</td>
<td>Property under contract, building vacant.</td>
<td></td>
</tr>
<tr>
<td>715 and 717 4th Avenue Place</td>
<td>Property under contract, building vacant.</td>
<td></td>
</tr>
</tbody>
</table>

Land Area: Approximately 1.51 acres in total

Site Improvements: Six duplex, residential buildings (12 residential units), one recently demolished vacant
lot and one pad site resulting from a duplex destroyed by fire.

Note – Properties owned by the City are excluded from Grant expenditures however will be included in the scope of the Phase I ESA.
An eligibility determination request dated June 4, 2020 was submitted to United States Environmental Protection Agency (EPA) Region 7. On June 12, 2020 Ms. Deb Kennedy, EPA Brownfield Project Manager, responded by email stating that the Property is eligible for use of hazardous substance and petroleum funding from Brownfield Assessment Grant Cooperative Agreement #BF97764301 (Grant). Eligible services will include the following:

- The Phase I Environmental Site Assessment is eligible for reimbursement under the Grant using both Petroleum and Hazardous Material funding.

- The Asbestos and Hazardous Material Property Specific Sampling and Analysis Checklist and Asbestos and Hazardous Material Surveys are eligible for Grant reimbursement with Hazardous Material money only.

Note: properties currently owned by the City are not included for Grant funding.

This request for authorization of services is to be executed under the City of Coralville (City) Brownfields Program as wholly funded by the EPA Brownfields Hazardous Substances Grant (Hazardous Funds only) through the referenced Cooperative Agreement. These services have been previously discussed with the City in developing the Engineering Services Agreement and this Exhibit A.

The City Brownfields program is a mature one. Pre-grant, the City initiated a qualifications-based competitive selection process to acquire a Brownfields Environmental Professional as environmental contractor. This was done in accordance with competitive procurement process under 40 Code of Federal Regulations (CFR) Part 31 and Office of Management and Budget Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments. The City selected Terracon to provide grant services for the City of Coralville Brownfields Program.

Cooperative Agreements require specific grant-eligible programmatic and technical tasks be completed by the City for both Hazardous Substances and Petroleum. Tasks required to complete the EPA Brownfields grant are set forth in detail in Cooperative Agreement Work Plans approved by EPA, agreed to by the City and on file with City Brownfields Program Coordinator:

1.0 PROJECT INFORMATION

This project includes environmental services outlined below for the project referred to the 4th Avenue Place Land Assembly, defined as follows:

<table>
<thead>
<tr>
<th>Address</th>
<th>Parcel Number</th>
<th>Acres</th>
<th>Current Status/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>309 &amp; 309½ 7th Street</td>
<td>1005302003</td>
<td>0.31</td>
<td>Residential, duplex housing – Demolished, City Owned</td>
</tr>
<tr>
<td>614 &amp; 614½ 4th Avenue</td>
<td>1005310001</td>
<td>0.15</td>
<td>Residential, duplex housing - Occupied, City Owned</td>
</tr>
<tr>
<td>702 and 704 4th Avenue Place</td>
<td>1005303007</td>
<td>0.14</td>
<td>Residential, duplex housing – Vacant, Under Contract</td>
</tr>
<tr>
<td>706 and 708 4th Avenue Place</td>
<td>1005303006</td>
<td>0.14</td>
<td>Residential, duplex housing – Vacant, Under Contract</td>
</tr>
<tr>
<td>710 and 712 4th Avenue Place</td>
<td>1005303005</td>
<td>0.14</td>
<td>Residential, duplex housing – destroyed by fire, only the concrete pad remains, Under Contract.</td>
</tr>
<tr>
<td>714 and 716 4th Avenue Place</td>
<td>1005303002</td>
<td>0.14</td>
<td>Residential, duplex housing – Vacant, Under Contract</td>
</tr>
<tr>
<td>711 and 713 4th Avenue Place</td>
<td>1005303004</td>
<td>0.26</td>
<td>Residential, duplex housing– Vacant, Under Contract</td>
</tr>
<tr>
<td>715 and 717 4th Avenue Place</td>
<td>1005303003</td>
<td>0.23</td>
<td>Residential, duplex housing – Vacant, Under Contract</td>
</tr>
</tbody>
</table>

Terracon understands, the City is requesting:

- An update of the Phase I Environmental Site Assessment (ESA) dated June 28, 2020 (Terracon project number 06177109F). The report will include all properties included in the 4th Avenue Place Land Assembly (all parcels listed in the table above) and will include discussion of current ownership.

- Asbestos and Hazardous Material Survey services (checklist and surveys) for those properties located on 4th Avenue Place (shaded in the table above).

According to information obtained during completion of the June 28, 2020 ESA, the buildings located on the site were constructed in the 1950s and 1960s. Terracon understands the use of the buildings have been limited to residential use and that there may be crawl spaces beneath the buildings. If this is not accurate, or if you have additional useful information, please inform us before authorizing the project.
2.0 SCOPE OF SERVICES

2.1 Phase I Environmental Site Assessment Update

Terracon will prepare a new Phase I Environmental Site Assessment that will update the required prior report sections (Terracon’s June 28, 2020 ESA). The report will update those sections required by ASTM of the existing report to include interviews w/ owners, operators, and occupants; searches for recorded environmental cleanup liens; federal, tribal, state, and local government record reviews; site reconnaissance; and environmental professional declaration.

2.2 Property-Specific Sampling and Analysis Checklist

A Property-Specific Sampling and Analysis Checklist (Checklist) will be prepared approval by the City prior to submittal EPA Region 7 for review and comment. The Checklist identifies the site locations, sampling strategy, standard operating procedures, and applicable sections of the Quality Assurance Project Plan. One Checklist will be completed for the five duplex buildings and one pad site to be surveyed.

2.3 Asbestos Survey

Terracon will mobilize State of Iowa licensed asbestos inspector(s) to conduct destructive surveys for suspect asbestos-containing materials (ACM) throughout the interior and exterior of the buildings and pad site located on 4th Avenue Place. The surveys are intended to satisfy the requirements of 40 CFR National Emission Standard for Hazardous Air Pollutants (NESHAP), Subpart M 61.145. and Iowa Department of Natural Resources (IDNR) Iowa Administrative Code (IAC) 567 Chapter 23, Emission Standards for Contaminants prior to demolition activities.

Terracon will conduct a visual assessment of the buildings and pad site to identify suspect materials such as thermal system insulation (TSI), surfacing materials, floor tiles, mastics, and other building materials that commonly contain asbestos. Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis in accordance with the sampling protocols established in EPA regulations under 40 CFR 763—Asbestos. Terracon will collect a minimum of three samples per identified homogeneous area (HA), if possible. However, based on EPA requirements, a minimum of three, five, or seven samples must be collected from friable surfacing materials, if present. The number of samples is based upon the quantity of material in each HA.

Sample collection will result in isolated damage to building materials; Terracon will not be responsible for repair or touch-up of sample locations (with the exception of the roofs as discussed below). Reasonable efforts to access suspect materials within known areas of restricted access (e.g. crawlspaces, attics) will be made provided these areas are not determined to be permit-required confined spaces or to pose a health or safety risk to Terracon personnel. Sampling will not include suspect materials that cannot be safely reached with appropriate ladders.
At the City’s request and with the return of the executed Roof Sampling Authorization Form (attached), Terracon will sample roofing materials if the roof can be safely accessed by ladder and are deemed structurally sound. Terracon will apply a temporary patch to sample locations; however, this is not considered a professional or permanent repair. Terracon shall be held harmless from damages resulting from sampling the roof systems.

At this time, we estimate collecting 50 to 60 samples of suspect ACMs from each building and 12 samples from the pad site. Please note the number of samples to be collected will depend on the number of homogeneous materials identified in each unit as well as the size of these areas. Additionally, the laboratory will separate and analyze layers identified as part of a sample, which may increase the sample count. Building materials identified as concrete, glass, wood, metal, or rubber are not considered suspect ACM and will not be sampled.

Collected samples will be analyzed for asbestos content by visual estimation with polarized light microscopy, using EPA’s Method for the Determination of Asbestos in Bulk Building Materials (EPA 600/R-93/116) (PLM). A laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) will analyze the bulk material samples. A standard turnaround time (TAT) of five business days will be requested for analyzing the samples.

Terracon recommends conducting a 400-point count procedure (EPA 600/R-93/116, 400-point count) for materials with results less than or equal to 3% asbestos by the standard PLM method. Fees for up to 25 400-point counting procedures are included in our estimated fees.

If the survey determines that vermiculite insulation is present, a different method must be utilized to prepare the materials for analysis. Fees for vermiculite analysis are not included in our estimated fees. Terracon will contact the City for approval if vermiculite is identified during the survey.

2.4 Hazardous Materials Survey

Mercury-Containing Items

Terracon will conduct a visual assessment for potential mercury-containing items such as fluorescent light tubes, thermostats, and switches, to determine if they contain mercury. Destructive testing or laboratory analysis will not be conducted. Those items that cannot be readily accessed will be assumed to contain mercury. Terracon will quantify the number of mercury-containing items in the building.

Polychlorinated Biphenyl (PCB)-Containing Equipment

Terracon will inventory light ballasts and other equipment that may contain PCB containing oils. Destructive testing or laboratory analysis will not be conducted.
Other Regulated Materials

Terracon will visually survey the buildings for other types of hazardous or regulated materials, such as paints, solvents, aerosols, caustics, brown and white goods, chlorofluorocarbons (refrigerants), radioactive devices, etc. so that the materials can be properly disposed or recycled.

2.5 Survey Report

Terracon will prepare one survey report summarizing the findings and limitations of the survey and presenting the findings in each building or pad site. The information will generally include the following:

- Tables documenting the number, description, type, location and estimated quantity of confirmed asbestos-containing samples;
- Analytical results for samples collected and submitted for laboratory analysis;
- Photographs;
- Drawings showing approximate locations of confirmed ACMs, when warranted;
- Tables with estimated quantities of asbestos-containing, mercury-containing devices, PCB-containing devices, and other regulated materials;
- The report will not include estimates of costs for abatement of identified ACMs or removal/recycling of regulated/hazardous building materials.

Commitment to Safety

Terracon has a 100% commitment to the safety of its employees. In accordance with our Incident and Injury Free® safety culture, Terracon will use our standard safety plan for field services. Prior to commencement of on-site activities, Terracon will review health and safety needs for this specific project. We anticipate conducting fieldwork wearing personal protective equipment consisting of hard hats, safety glasses, protective gloves, hi-visibility clothing, and steel-toed boots. However, it may be necessary to upgrade this level of protection and utilize equipment such as half-face air-purifying respirators or protective clothing such as Tyvek® coveralls. Fall arrest equipment may also be necessary. Appropriate safety measures will be used to minimize the potential for exposure to hazardous materials that are sampled.

Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including the City’s employees, contractors, subcontractors, or other parties present at the site. In addition, Terracon retains the right to stop work, without penalty, at any time we believe it is in the best interests of our employees to do so in order to reduce the risk of exposure to the coronavirus. City agrees it will respond quickly to all requests for information made by Terracon related to Terracon’s pre-task planning and risk assessment processes. The City acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or
individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Terracon understands that there are crawlspaces located beneath the buildings that are considered confined spaces. Terracon will test the atmosphere within the confined space for hazards prior to entering. If a hazard is identified, Terracon will reassess the situation prior to entering. Additionally, if the crawlspace is safe to enter, a second staff member will be onsite, present outside the crawlspace when this area is surveyed.

**Conditions/Understandings/Project Limitations**

- Terracon’s inspectors will require legal access to all areas of the building in order to conduct the survey.
- With the exception of 614 and 614½ 4th Avenue, the buildings will be vacant and relatively free of trash and personal belongings.
- The asbestos and hazardous materials survey report is not intended for use as a bidding document. Consultants and contractors reviewing the report must draw their own conclusions regarding the need for further investigation, remediation, and quantities.
- Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information used in the report.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the buildings (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- At this time, we are anticipating no more than three mobilizations to the site (one for Phase I ESA and two for Asbestos and HazMat Surveys).
- Significant damage to the building will occur including interior and exterior building components (including the roof). Given our understanding that this building will be demolished, with the exception of a temporary roof patch as discussed above, Terracon will make no effort to repair sample locations.

**Schedule**

The update of the Phase I Environmental Site Assessment can begin immediately following receipt of the signed Engineering Services Agreement and authorization to access the buildings for the site reconnaissance. Delivery of the report within 15 business days of notice to proceed.

Preparation of the Checklist can begin immediately following receipt of the signed Engineering Services Agreement. Terracon will deliver the Checklist to the City for review within 15 business days of notice to proceed.
The Asbestos and Hazardous Materials Survey will begin within 10 business days of approval of the Checklist by EPA. The survey report will be delivered approximately one-week following receipt of all analytical data.

3.0 COMPENSATION

The Scope of Services presented in this proposal will be performed in accordance with the following fees:

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I Environmental Site Assessment Update (includes environmental lien search and one mobilization to the site)</td>
<td>$2,900</td>
</tr>
<tr>
<td>The Property-Specific Asbestos and Hazardous Material Sampling and Analysis Checklist</td>
<td>$1,950</td>
</tr>
<tr>
<td>Per Duplex Building Asbestos and Hazardous Materials Surveys: (for each of five duplex buildings – services include PLM analysis of up to 60 bulk material samples, up to 5 400-point count procedures, assumes no more than two mobilizations to the site, includes additional safety procedures regarding roof access and confined space entry)</td>
<td>$3,500 each building ($17,500 total)</td>
</tr>
<tr>
<td>Pad Site Asbestos and Hazardous Materials Survey: (includes PLM analysis of up to 12 bulk material samples, one 400-point count procedures, assumes one mobilization to the site included with the survey efforts of the duplex buildings, above)</td>
<td>$650</td>
</tr>
<tr>
<td><strong>Estimated Project Total:</strong></td>
<td><strong>$23,000</strong></td>
</tr>
</tbody>
</table>

Services will be invoiced on a time and materials basis per the attached schedule of fees.

Additional samples or analytical methods other than PLM or PLM point count method, if deemed necessary, will be billed in accordance with the attached schedule of fees.

Terracon’s invoice will be submitted to the address appearing above on approximately 30-day billing cycles. If conditions are encountered at the property that require significant changes in the Scope of Services, you will be contacted for discussion and approval of such changes before we proceed.

If this proposal meets with your approval, work may be initiated by executing the attached Engineering Services Agreement and emailing a copy of the signed Agreement to Kurt Nilsson at Kurt.Nilsson@terracon.com.
We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please contact Kurt to discuss.

Sincerely,
Terracon Consultants, Inc.

Kurt S. Nilsson, CHMM
Senior Project Manager

Dennis Sensenbrenner, P.G., CGP
Senior Associate

KSN: N:\Projects\2017\06177109F\Working Files\DRAFTS (Proposal-Reports-Communications)\ESA Update, Asb Checklist and HazMat Survey\06177109F ESA Update, Asb Checklist, & 4th Ave PL Asb and HazMat Survey +EWH.docx

Attachments: 2021 Schedule of Fees – Coralville Environmental
Roof Sampling Authorization
Engineering Services Agreement
# 2021 SCHEDULE OF FEES – CITY OF CORALVILLE ENVIRONMENTAL

## PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate/Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Project Reviewer, Principal, or Principal Engineer</td>
<td>$190 - $225.00/hour</td>
</tr>
<tr>
<td>Senior Consultant, Approved Project Reviewer/Brownfield Phase II Coordinator</td>
<td>$160 - $185.00/hour</td>
</tr>
<tr>
<td>Senior Project Manager/Brownfield Project Manager</td>
<td>$137 - $155.00/hour</td>
</tr>
<tr>
<td>Department Manager</td>
<td>$140.00/hour</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$130.00/hour</td>
</tr>
<tr>
<td>Project Manager or Project Geologist/Brownfield Phase I Coordinator</td>
<td>$120.00/hour</td>
</tr>
<tr>
<td>Drilling Supervisor</td>
<td>$115.00/hour</td>
</tr>
<tr>
<td>Geophysicist</td>
<td>$105.00/hour</td>
</tr>
<tr>
<td>Staff Scientist</td>
<td>$95.00/hour</td>
</tr>
<tr>
<td>Field Scientist</td>
<td>$85.00/hour</td>
</tr>
<tr>
<td>Environmental Technician II</td>
<td>$80.00/hour</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$75.00/hour</td>
</tr>
<tr>
<td>Draftsman/CAD Operator</td>
<td>$75 - $110.00/hour</td>
</tr>
<tr>
<td>Clerical</td>
<td>$50 - $75.00/hour</td>
</tr>
</tbody>
</table>

## DIRECT CHARGES

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate/Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drill Rig Mobilization (within 50 miles)</td>
<td>$300.00/L.S.</td>
</tr>
<tr>
<td>Truck-Mounted Drill Rig</td>
<td>$500.00/day</td>
</tr>
<tr>
<td>All-Terrain Drill Rig</td>
<td>$600.00/day</td>
</tr>
<tr>
<td>Track-Mounted Drill Rig</td>
<td>$700.00/day</td>
</tr>
<tr>
<td>Geoprobe®</td>
<td>$775.00/day</td>
</tr>
<tr>
<td>Support Vehicle:</td>
<td>$90.00/day</td>
</tr>
<tr>
<td>Environmental Drilling and Sampling – Hollow Stem and Split Spoon:</td>
<td>$22.00/foot</td>
</tr>
<tr>
<td>Temporary Well Materials (1” up to 20-foot – riser, screen, point, cap, and bentonite backfill):</td>
<td>$150.00/well</td>
</tr>
<tr>
<td>1” exceeding 20-foot: Add $5/linear foot</td>
<td></td>
</tr>
<tr>
<td>55-gallon Drum (steel):</td>
<td>$75.00/each</td>
</tr>
<tr>
<td>Field Sampling Supplies (PPE, hand tools, sample consumables: tubing, ice, packing, bags):</td>
<td>$50.00/day</td>
</tr>
<tr>
<td>Bentonite Hole Plug:</td>
<td>$13.00/bag</td>
</tr>
<tr>
<td>Roof Patch:</td>
<td>$50.00/sample location</td>
</tr>
<tr>
<td>Per Diem (Hotel and Meals):</td>
<td>$160/day/person</td>
</tr>
<tr>
<td>Mileage:</td>
<td>$0.70/mile</td>
</tr>
<tr>
<td>Miscellaneous Charges²</td>
<td>Cost + 15%</td>
</tr>
</tbody>
</table>

## EQUIPMENT RENTAL

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Rate/Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Sampling Pump Calibrator</td>
<td>$20.00/day</td>
</tr>
<tr>
<td>Air Sampling Pump, Personal or High Volume</td>
<td>$5.00/day/pump</td>
</tr>
<tr>
<td>Air Sampling Pump, Spore Trap</td>
<td>$35.00/day</td>
</tr>
<tr>
<td>Infrared Camera</td>
<td>$25.00/day</td>
</tr>
<tr>
<td>4 Gas Meter</td>
<td>$75.00/day</td>
</tr>
<tr>
<td>Moisture Meter</td>
<td>$20.00/day</td>
</tr>
<tr>
<td>Phase Contrast Microscope</td>
<td>$50.00/day</td>
</tr>
<tr>
<td>HEPA Vacuum</td>
<td>$50.00/day</td>
</tr>
<tr>
<td>Hand Auger Sampler</td>
<td>$40.00/day</td>
</tr>
<tr>
<td>Peristatic Pump</td>
<td>$100.00/day</td>
</tr>
<tr>
<td>Disposable Bailers</td>
<td>$25.00/each</td>
</tr>
<tr>
<td>Interface Probe (100-Foot)</td>
<td>$50.00/day</td>
</tr>
<tr>
<td>Water Level Indicator (100-Foot)</td>
<td>$50.00/day</td>
</tr>
<tr>
<td>YSI Water Quality Meter and Flow Cell</td>
<td>$100.00/day</td>
</tr>
<tr>
<td>Photoionization detector (PID)</td>
<td>$100.00/day</td>
</tr>
<tr>
<td>GPS Unit (Submeter)</td>
<td>$75.00/day</td>
</tr>
<tr>
<td>XRF</td>
<td>$400.00/day</td>
</tr>
<tr>
<td>Utility Terrain Vehicle (UTV)</td>
<td>$200.00/day</td>
</tr>
<tr>
<td>Concrete Coring Machine and Generator</td>
<td>$150.00/day</td>
</tr>
<tr>
<td>High Pressure, Hot Water Portable Washer</td>
<td>$175.00/day</td>
</tr>
<tr>
<td>Skid-Loader</td>
<td>$200.00/day</td>
</tr>
<tr>
<td>Jon Boat</td>
<td>$200.00/day</td>
</tr>
<tr>
<td>GPR Equipment or EM Equipment</td>
<td>$300.00/day</td>
</tr>
<tr>
<td>Stream EM Equipment</td>
<td>$1,250.00/day</td>
</tr>
</tbody>
</table>

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¹ Increase hourly rates by 1.5 for Saturday, Sunday and Holiday work; minimum 4 hours. Field services provided after 6:00 PM and prior to 6:00 AM subject to surcharge rates. Deposition or court testimony at 1.75 times regular rate – minimum of $200.00/hour. Note: This is a short list fee schedule; for project expenditures not listed above, Terracon reserves the right to invoice per other available fee schedules.

² Including but not limited to laboratory analytical fees, postage and handling of documents, traffic control, rental equipment, outside labor, public transportation, materials, or other contracted services.

³ Does not include personnel time.

Revised 4.21.21
ROOF SAMPLING AUTHORIZATION

Terracon Consultants, Inc. (Terracon) has been requested by the City of Coralville (Client) to sample existing roofing materials on the buildings located at 702, 704, 706, 708, 714, 716, 711, 713 and 715 and 717 4th Avenue Place, Coralville, Iowa. Terracon understands the collection and analysis of roofing samples is to determine the presence of asbestos in the roofing materials and is part of planning and preparation for demolition of the building.

As part of the sampling procedure, it is necessary for Terracon to cut into the roofing materials and remove the materials down to the roof deck or underlying substrate at several locations. Terracon will repair the roof by applying temporary patching at the sample locations; these repairs are not considered professional or permanent. The Client should understand that sampling of the roofing materials by cutting into the roofing materials may void roof warranties that are in effect. Terracon recommends that the sample locations be permanently patched by a qualified roofing contractor and/or by a roofing contractor approved by the current warranty holder. Terracon will not be responsible for leaks or for damage originating from the sample locations.

Your acknowledgement of the proposed roof sampling and waiver of resulting damage is requested below.

☐ I have read the above and will allow sampling of the roofing materials.
☐ I have read the above and will not allow sampling of the roofing materials.

702, 704, 706, 708, 714, 716, 711, 713 and 715 and 717 4th Avenue Place, Coralville, Iowa

Building Name or Address

__________________________________________________________
Building Owner Name / Entity

__________________________________________________________
Printed Name of Authorized Person

__________________________________________________________
Signature of Authorized Person

__________________________
Date
RESOLUTION NO. 2021 - _____

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC. FOR EPA BROWNFIELDS GRANT TASK 3 SERVICES FOR THE 4TH AVENUE PLACE LAND ASSEMBLY.

WHEREAS, the City Council deems it necessary and desirable to perform EPA Brownfields Grant Task 3 Services including 1) Phase I Environmental Site Assessment Update, 2) Property Specific Sampling Checklist for Asbestos and Hazardous Materials Survey and 3) Asbestos and Hazardous Material Survey of properties known as the 4th Avenue Place Land Assembly; and

WHEREAS, Terracon Consultants, Inc. is qualified and capable of providing engineering services to perform EPA Brownfields Grant Task 3 Services for the 4th Avenue Place Land Assembly, for a cost not to exceed $23,000.00; and

WHEREAS, City Attorney 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 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 Engineering Services Agreement be and the same is hereby approved.

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

* * * * * * * *

Passed and approved this 25th day of May, 2021.

__________________________________
John A. Lundell, Mayor

ATTEST:

__________________________________
Thorsten J. Johnson, City Clerk
Date: 5/20/2021  
To: Hon. Mayor and City Councilmembers  
From: Kevin D. Olson  
Title: City Attorney  
CC: Thorsten J. Johnson  
Re: 711, 713 and 715 5th Avenue – disposal and redevelopment of lots  

This resolution sets a public hearing on the proposal to dispose of the lots at 711, 713 and 715 5th Avenue to Randy Devine for $75,000 each. As part of an agreement that would be approved at the June 8, 2021 meeting, Mr. Devine would have to rehabilitate the existing homes, which would include, but not be limited to: siding and shutter improvements, new exterior and interior doors, new windows, replacement of kitchen and bathroom cabinets, replacement of bathroom fixtures, electric improvements, new appliances, ductwork cleaning and landscaping on the lots. We have set the date of June 7, 2021 for the opportunity for any other bidder to come forward with a better offer. If no offer comes, the City Council may approve the redevelopment agreement after the public hearing on June 8, 2021.

As part of this Agreement, there will also be a 30-year deed restriction which will require that these homes remain owner-occupied housing and also a maximum selling price to be set at $175,000.00.
RESOLUTION NO. 2021-____

RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY, THAT PROPERTY GENERALLY REFERRED TO AS 711, 713 AND 715 5TH AVENUE, CORALVILLE, IOWA.

WHEREAS, the City of Coralville is the owner of 711, 713 and 715 5th Avenue (collectively the “Property”); and

WHEREAS, the Property is legally described as:

Lots 1, 2 and 3 in Block 3, in Skriver’s Addition to Coralville, Iowa

; and

WHEREAS, Mr. Randy Devine (the “Developer”) has approached the City about purchasing the Property and constructing and renovating the homes on each of the three lots; and

WHEREAS, the Developer’s consideration for the lots will be $75,000.00; and

WHEREAS, as part of the redevelopment agreement, the City will place a 30-year deed restriction on each of the Properties to ensure that these homes remain owner-occupied housing; and

WHEREAS, in addition, the homes would each have a maximum selling price of $175,000.00; and

WHEREAS, prior to the disposal of any real property, the City is required to hold a public hearing pursuant to Section 364.7 of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa that a public hearing on the proposal to dispose of the City’s interest in the Property is hereby set for 6:30 p.m. on June 8th, 2021 at the Council Chambers in City Hall, Coralville, Iowa. Further, the City Clerk is hereby directed to publish notice of said hearing in accordance with applicable law.

BE IT FURTHER RESOLVED that another party could make an additional offer to the City for the Property by submitting its offer to the City Clerk no later than 10:00 a.m. on Monday, June 7, 2021.
BE IT FURTHER RESOLVED, that it is the intent of the City Council to enter into an agreement with the Developer on June 8, 2021 unless another offer is received that is deemed to be in the best interest of the City.

Passed and approved this 25th day of May, 2021.

____________________________
John A. Lundell, Mayor

ATTEST:

____________________________
Thorsten J. Johnson, City Clerk
We have reviewed the bids we received for the replacement of or complete refurbishment of our current Rescue Truck. We requested bids on three different options. The 1st option was a new truck the same size as our current truck, second option was for a new smaller size truck, and the third option was a complete refurbishment of our current truck. We received two bids for the replacement of the same size truck, with the lowest bid being $394,830.00 from Marion Body Works. We received one bid for the smaller truck in the amount of $325,925.00, but it did not completely meet our bid specifications. We received two bids for the refurbishment of our existing truck with the lowest bid coming from Pierce Manufacturing in the amount of $191,913.00. We recommend the approval of this bid and awarding the contract for the refurbishment of our current rescue truck to Pierce Manufacturing for the amount of $191,913.00.

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

Orey Schwitzer
Fire Chief