

## AGENDA

6:30 PM

January 12, 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, January 12, 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, January 12, 2021 at 6:30 PM and rebroadcast on Mediacom 118-8 and on-demand at [www.coralville.org/coralvision](http://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 7<sup>th</sup> Street, Coralville, Iowa or by email at [tjohnson@coralville.org](mailto:tjohnson@coralville.org) no later than 5:00 PM, Tuesday, January 12, 2021. Or you can come in person to the Council Chambers of Coralville City Hall, 1512 7<sup>th</sup> Street, Coralville, Iowa on Tuesday, January 12, 2021 at 6:30 PM where electronic access to the Council Meeting will be provided. Social distancing will be required.

1. **Call to order.**
2. **Roll call.**
3. **Approve agenda.**
4. **Citizen comments** for 15 minutes. Additional comments to continue after the consent calendar if needed. (Please limit to 5 minutes.)
5. **The GuideLink Center Presentation ~ Matt Miller**
6. **IOWA RIVER LANDING PARKING LOT 2021 ~ PUBLIC HEARING**
  - a) Public hearing on the plans, specifications, estimate of cost and form of contract; ordering bids; setting a date for the receiving of said bids; and directing posting of the bid letting; all for the Iowa River Landing Parking Lot 2021
  - b) Consider **resolution** approving the plans, specifications, estimate of cost and form of contract for the Iowa River Landing Parking Lot 2021.

**Note:** This project will construct a 141-stall parking lot for use by the adjacent Staybridge Suites and top floor condominium units. Bids are due January 19, 2021.

### 7. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ~ PUBLIC HEARING

- a) Presentation of Status of Funded Activities ("SOFA") for the Community Development Block Grant (CDBG) Contract No. 20-OT-081
- b) Public hearing for the Community Development Block Grant (CDBG) Contract No. 20-OT-081 Status of Funded Activities ("SOFA").

**Note:** This public hearing is for the review of the Status of Funded Activities for student support and NESTS programs during hybrid learning in the Iowa City Community School District.

### 8. IOWA RIVER LANDING DISTRICT

- a) Consider **resolution** approving an Agreement with Kapa Advisors, LLC for the Iowa River Landing District

**Note:** This agreement with Kapa Advisors, LLC covers calendar year 2021 for not to exceed \$62,500.00 per month. Kapa will continue providing leasing assistance, creation of design and sign standards,

assistance facilitating the next IRL Parkview building and supporting tenant and common area maintenance in the Iowa River Landing District.

- b) Consider **resolution** approving a License Agreement with Deacon Sports & Entertainment to develop an amphitheater/theater entertainment venue in the Iowa River Landing District

**Note:** This agreement is with Deacon Sports and Entertainment, the owners of the arena hockey team, to develop an amphitheater and entertainment venue in the Riverfront Park area of the Iowa River Landing.

## 9. BOARDS AND COMMISSION APPOINTMENTS

- a) Motion to concur with the recommendations of Mayor John A. Lundell for the following appointments:

### Civil Service Commission:

Reappoint Joshua Schamberger	908 Forest Edge Drive	2024
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### Board of Adjustment:

Appoint Karla Praska	620 6 <sup>th</sup> Avenue	2021
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### Library Board of Trustees:

Reappoint Amanda Elkins	703 18 <sup>th</sup> Avenue, Apt. 1	2026
Reappoint Deborah Long Hatz	1824 Holiday Road	2024
Appoint Robert Turnquist	2091 Timber Lane	2026

**Note:** Terms expire December 31<sup>st</sup> of the year listed.

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

- a) Approve minutes for the December 22, 2020 Coralville City Council Regular Meeting.
- b) Approve Special Class C Liquor License with Sunday Sales for **Homewood Suites by Hilton Coralville – Iowa River Landing**: Eff. 01/22.
- c) Approve Class C Liquor License with Outdoor Service and Sunday Sales for **Mellow Mushroom**: Eff. 02/02.
- d) Approve payment to **Electric Pump** for repairing the impeller on Pump #8 at the booster station (#12032026): \$19,463.80.
- e) Approve payment to **RMB Boggs Co., Inc.** to replace snow melt system for wash bay at PWT Building (#6937): \$20,624.00.
- f) Approve payment to **MTI Distributing Inc.** for Two Toro Z-Master 7500 Series mowers and two Toro Workman MDX utility vehicles (#1286792-00): \$59,380.42.
- g) Approve payment to **HR Green, Inc.** for I-80/1<sup>st</sup> Avenue Interchange – Final Design Phase 1 (#139116): \$29,259.26.
- h) Approve payment to **Creative Software Services, Inc.** for permit application updates (Rental Inspection):
  - i) Invoice #20724 \$1,377.50
  - ii) Invoice #20774 \$118.75
- i) Approve payment to **Country Landscapes, Inc.** for:
  - i) Coral Ridge Avenue Improvements (#0120910-IN) \$2,750.00
  - ii) Veteran's Memorial Medallion (#0122232-IN) \$11,524.75
- j) Approve payment to **Shoemaker & Haaland** for the Iowa River Trail (#019376.00-8): \$19,400.00.

- k) Approve payment to **Delong Construction** for the IRL temporary parking lot grading (#1873): \$8,460.66.
- l) Approve payment to **Stevens Erosion Control** for IRL Storm Water Pollution Prevention Plan:
  - i) Invoice #8906 \$100.00
  - ii) Invoice #9016 \$440.00
- m) Approve Change Order #14 to **Miron Construction Co., Inc.** for the Wastewater Treatment Plant Improvements Project 2017: +\$85,772.77.
- n) Approve Pay Estimate #3 to **Peterson Contractors, Inc.** for Iowa River Trail: \$97,785.01.
- o) Approve Change Order #5: +\$1,964.05; and Pay Estimate #9: \$197,510.22; to **Portzen Construction, Inc.** for Iowa River Landing Improvements 2020 – E. 2<sup>nd</sup> Avenue.
- p) Approve bid and purchase of a 2019 Chevrolet Express 3500 15 passenger van from **Courtesy Ford, Davenport, Iowa** for the Recreation Department: \$20,000.00 total. (This replaces the van stolen from the Community of Christ parking lot in October.)
- q) Approve attendance of Josh Van Brocklin to SWAT Team Leader Development in Ames, Iowa from February 7-12, 2021: \$1,599.15.
- r) Approve Bill List for January 12, 2021.

**11. City Administrator's report.**

**12. Mayor's report.**

**13. City Attorney's report.**

**14. Committee and Councilmember's report.**

**15. Motion to adjourn.**

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

- 1. 2022 Budget Discussion.
- 2. Fire Department Report ~ Orey Schwitzer
- 3. City Administrator's time.

# City of Coralville

## MEMORANDUM

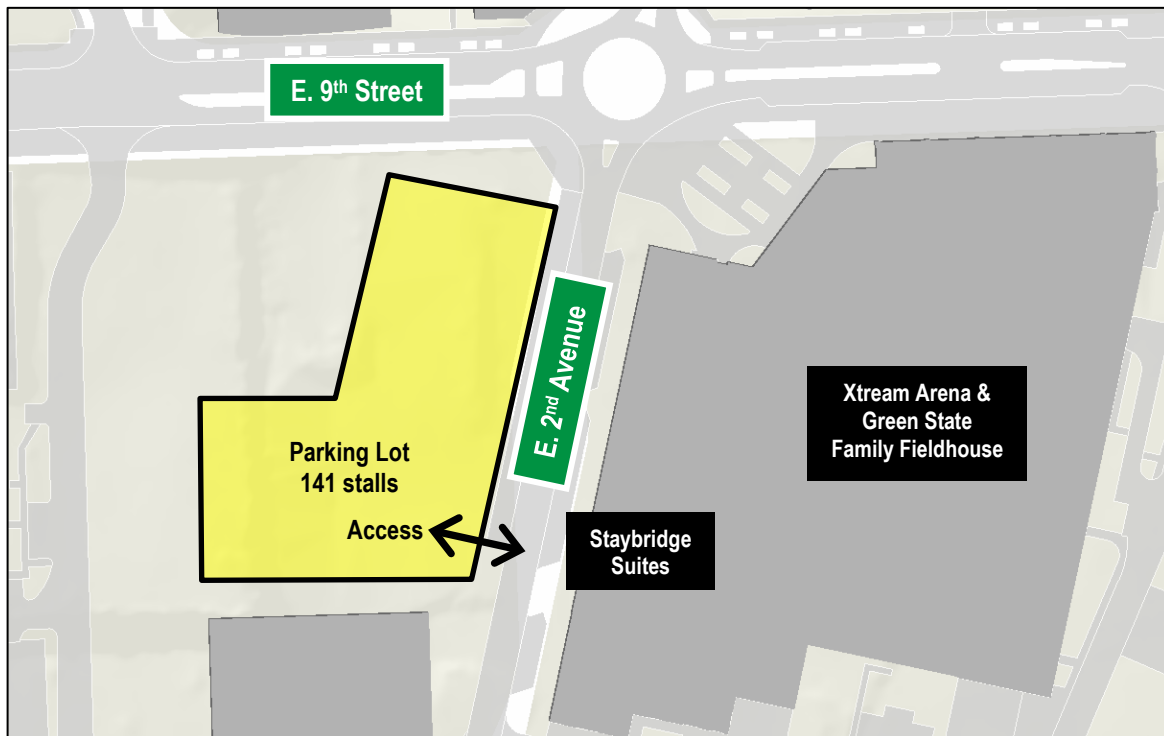
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Date: 1/5/2021  
To: Mayor & City Council  
From: Scott Larson  
Title: Assistant City Engineer  
CC: City Administrator Kelly Hayworth, City Clerk Thor Johnson  
Re: Iowa River Landing Parking Lot 2021

This project will construct a 141-stall parking lot for use by the adjacent Staybridge Suites and top floor apartments. The parking lot access will be on E. 2<sup>nd</sup> Avenue. This is the proposed Council Meeting schedule:

January 12: Hold Public Hearing. Approve plans, specifications, form of contract, and cost estimate. Set bid date for January 19.  
January 19: Bids due by 2:00 PM and opened immediately thereafter.  
January 26: Bid report and consider award of contract.



RESOLUTION NO. 2021-\_\_\_\_\_

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT FOR THE IOWA RIVER LANDING PARKING LOT 2021.

WHEREAS, the City Council of the City of Coralville, Iowa, has heretofore deemed it necessary and desirable to construct a 141-stall parking lot for use by the adjacent Staybridge Suites and top floor condominium units, the project having been referred to as the “Iowa River Landing Parking Lot 2021”, hereinafter the “Project and

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

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

BE IT FURTHER RESOLVED, by the City Council of the City of Coralville, Iowa, that the plans, specifications, estimate of cost and form of contract for the aforementioned Project is hereby approved.

\* \* \* \* \*

Passed and approved this 12<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
John A. Lundell, Mayor

ATTEST:

\_\_\_\_\_  
Thorsten J. Johnson, City Clerk

# City of Coralville

## MEMORANDUM

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Date: 1/5/2021

To: Mayor John Lundell  
Jill Dodds  
Laurie Goodrich  
Mitch Gross  
Meghann Foster  
Hai Huynh  
Kelly Hayworth

From: Ellen Habel

Title: Assistant City Administrator

CC: Sherri Proud

Re: CDBG

The City has received COVID-19 CDBG from the Iowa Economic Development Authority for the NESTS programs operated by the Parks and Recreation Department for students impacted by the on-line and hybrid learning model at area schools.

CDBG funding requires a public hearing on the Status of Funded Activities (SOFA) to provide opportunity for public review and comment. The public hearing will be on January 12, 2021.

Please let me know if you have any questions. Thank you.

# City of Coralville

## MEMORANDUM

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Date: 1/7/2021  
To: Hon. Mayor and City Councilmembers  
From: Kevin D. Olson  
Title: City Attorney  
CC: Thorsten J. Johnson  
Re: Kapa Advisors

This agreement with Kapa Advisors will be for \$62,500 per month (down from \$100,000 per month) for calendar year 2021. Kapa will continue to provide services for assistance in leasing, creation of design and sign standards, assistance in facilitating the next IRL Parkview building and with the proposed senior housing project and supporting tenant and common area maintenance in the Iowa River Landing District.

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RESOLUTION NO. 2021-\_\_\_\_\_

RESOLUTION APPROVING AN AGREEMENT WITH KAPA ADVISORS, LLC FOR THE IOWA RIVER LANDING DISTRICT.

WHEREAS, the City and Kapa Advisors, LLC (“Kapa”) have previously entered into an agreement to provide development support, design and administration in the Iowa River Landing District that ended as of December 31, 2020; and

WHEREAS, Kapa and the City have agreed to enter into an agreement for Kapa to provide services to assist with leasing, administration of the common areas; develop design and sign standards and provide review of new proposals in the Iowa River Landing District (the “Services”); and

WHEREAS, can provide said Services for calendar year 2021 for a total of \$62,500.00 per month.

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

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are directed to execute the Agreement on behalf of the City.

\* \* \* \* \*

Passed and approved this 12<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
John A. Lundell, Mayor

ATTEST:

\_\_\_\_\_  
Thorsten J. Johnson, City Clerk



# City of Coralville

## MEMORANDUM

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Date: 1/7/2021  
To: Hon. Mayor and City Councilmembers  
From: Kevin D. Olson  
Title: City Attorney  
CC: Thorsten J. Johnson  
Re: Deacon Sports & Entertainment license agreement

This agreement grants a license to Deacon Sports and Entertainment, the owners of the hockey team for the arena that will begin play next year, to develop and amphitheater and entertainment venue in the Riverfront Park area located south of E. 7<sup>th</sup> Street and east of E. 2<sup>nd</sup> Avenue. This venue, which would be reviewed by the Coralville Parks and Recreation Commission and City Council would also be allowed for general public use when events are not happening in this venue.

Prepared by and return to: Kevin D. Olson, Coralville City Attorney, P.O. Box 5640, Coralville, Iowa 52241 (319) 248-1700

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") entered into as of this 17<sup>th</sup> day of December, 2020 (the "Effective Date") by and between the City of Coralville, Iowa 1512 7<sup>th</sup> Street, Coralville, Iowa 52241, hereafter referred to as the "City"; and Deacon Sports & Entertainment, hereafter referred to as "Deacon."

WHEREAS, Deacon and ArenaCo executed that certain License Agreement in which Deacon will operate an ECHL hockey team at the Xstream Arena in City; and

WHEREAS, City is the owner of that certain property generally located south of E. 7<sup>th</sup> Street and east of the extension of E. 2<sup>nd</sup> Avenue, all as depicted on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Deacon desires to develop the Property into an amphitheater/entertainment venue on behalf of itself which will also allow for use by the general public (the "Project"); and

WHEREAS, the City has agreed to enter into this License Agreement to allow Deacon to develop and construct the Project on the Property under the following terms and conditions.

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

A. Development of the Project on the Property.

1. Deacon shall, at its sole cost and expense, engage the services of design professionals to design a concept plan for the Project to be constructed on the Property (the "Project Concept"). Said Project Concept shall be reviewed by the Coralville Parks and Recreation Commission and the Coralville City Council for approval. Approval of the Concept Plan by the City shall be evidenced by passage of a Resolution of the City Council.

2. Pursuant to this Agreement, Deacon shall have the exclusive right to develop and design a concept plan for the project to be constructed on the Property for a period of one (1) year from the Effective

Date of this Agreement. If the Project Concept has not been approved within one (1) year from the Effective Date of this Agreement, this License Agreement shall terminate and become null and void. However if the design and approval process is delayed due to extenuating circumstances (for example; if the City governance and municipal procedures take longer than usual due to repercussions due to the impact of Covid-19) the 1-year deadline would extended accordingly

3. Once the Concept Plan has been approved, Deacon shall have two (2) years from the date of the passage of a Resolution of the City Council confirming the approval of the Concept Plan to construct the approved Concept Plan on the Property. In the event that Deacon shall fail to commence construction of a portion of the approved Concept Plan on the Property within said two (2) years, this License Agreement shall terminate and become null and void.

**B. Grant of License.**

1. The City grants to Deacon, and its successors in interest and assigns, a license for the sole purpose of constructing and operating the Project from the Property.
2. Deacon will have full responsibility for development and construction of the Project.
3. The City will only be responsible as the governing body and have no liability for the Project.
4. Deacon will have full operating rights and revenues (which will be fully enumerated in Definitive Agreements that will be executed upon approval of a Concept Plan) to the project including but not limited to: Commercial Rights inclusive of Naming; Food and Beverage; Project Ticketing; Project Booking.
5. The City and Deacon acknowledge that this project is intended to be additive to Xstream Arena and Definitive Documents will include a full description of the relationship between the two(2) projects.
6. The City reserves the right for itself, and for the general public, to use the Project for access purposes. Note: Such as what? What is their definition of “access purposes”?

**C. Construction, Maintenance and Operation of the Project.**

1. Deacon, after approval of the Project Concept outlined in paragraph (A) above, shall cause the Project to be constructed in strict conformance with the plans and specifications outlined in the approved Project Concept.

2. All costs of design and construction of the Project shall be the sole responsibility of Deacon.
3. As long as this License is in effect, Deacon shall have the sole responsibility, at its own cost and expense, to provide all maintenance and repairs on said Project (should be limited to elements constructed as part of the project, and not any infrastructure or pre-existing site condition or structure).
4. The parties to this License Agreement agree to work cooperatively to enter into a future agreement regarding day-to-day operations and scheduling for the Project.

D. Term of License/Removal of Project.

1. The License is not revocable, other than for a breach of the agreement by Deacon, or until such time as Deacon does not develop or operate the Project on the Property.
2. Deacon will be in breach of this license if they do not own an ECHL team that plays in Xstream Arena. The term of this license will be co terminus with the ECHL lease executed by Deacon and the City,.
3. At such time as Deacon fails to operate or maintain the Project on the Property, the City may give Deacon ninety (90) days-notice to the person listed in Paragraph (H) below of the City's intent to terminate this License Agreement. In the event that Deacon does not cure its failure to maintain or operate the Project on the Property, the City may terminate this License Agreement by filing notice of the same with the Johnson County Recorder. At the time of the termination, all improvements located on the Property shall become the sole property of the City.
4. Prior to the end of said ninety (90) day notice described in subparagraph (2) above, Deacon may negotiate an agreement to allow the Project to remain in place. However, if the parties fail to come to an agreement, Deacon, at its sole cost, shall remove the Project and restore the Property to as close as possible as the original condition prior to construction of the Project.

E. Indemnification.

Deacon, its successor and assigns, shall save, defend and hold the City, its officers, employees, agents and other representatives of the City, from any and all claims based upon the design, construction or use of the Project.

F. Insurance.

Deacon 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. For its design professionals designing this Project, Professional Liability or Errors or Omissions Insurance covering all aspects of the Project in the amount of not less than \$1,000,000 per occurrence of \$2,000,000 aggregate coverage.
3. Public liability and property damage liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of Coralville as an Additional Insured under the policy.

Deacon shall provide to the City, a certificate of insurance evidencing the coverage outlined above and shall name the City as an additional insured. Said policies shall provide a 30-day notice of termination to the City.

In consideration that the City and general public may use the Project for general access, the City will also provide Deacon with a certificate of insurance evidencing the same coverage requirements as outlined above, and shall reciprocally name Deacon as an additional insured.

G. Remedies upon Default.

1. Other than its obligations outlined in Paragraph (D)(2) above, in the event Deacon shall fail to fully or timely perform any of its obligations hereunder, City shall give written notice to Deacon for such failure. If Deacon fails to cure such failure within ten (10) days from the sending of said notice, the City may seek (i) specific performance of this Agreement, (ii) recovery for actual damages suffered by the City; (iii) termination of this Agreement; or (iv) any additional remedies allowed by law. The City is not limited to any one theory of recovery.
2. The parties agree that the venue for any litigation in the matter shall be in the Iowa District Court for Johnson County.

H. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal service, overnight delivery by a recognized express company with acknowledgement by addressee or by first class United States Mail, postage prepaid, return receipt requested, addressed or transmitted as follows:

TO Deacon:

INSERT NAME AND ADDRESS

TO CITY:

City of Coralville, Iowa  
Attention: City Administrator  
1512 7<sup>th</sup> Street, P.O. Box 5127  
Coralville, Iowa 52241

DEAN MACDONALD  
SUITE 301  
7 PLANK RD  
ST. JOHNS, NL  
CANADA A1E 1H3

Any notice hand delivered in the foregoing manner shall be effective upon actual receipt. Any notice sent by overnight courier in the foregoing manner shall be effective the first business day following receipted deposit with the overnight mail courier. Any notice mailed in the foregoing manner shall be effective the first business day following deposit in the United States Mail.

I. Miscellaneous Provisions.

1. Each party to this Agreement hereby agrees to execute any and all additional instruments and documents as may reasonably be required to fully effectuate the terms of this Agreement.
2. If any term or provision of this Agreement or the application thereof to either party or circumstances shall be held invalid or unenforceable, the other provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby but shall continue to be valid and be enforceable to the fullest extent possible permitted under applicable law.

3. Except as otherwise expressly specified herein, no provision of this Agreement shall be modified, waived or terminated except by an instrument in writing signed by the party against whom such modification, waiver or termination is to be enforced.
4. The captions to the paragraphs hereof are for convenience of referenced only and are not intended to affect the meaning of the provisions of this Agreement.
5. This Agreement may be signed in any number of counterparts which together shall constitute one instrument.
6. The waiver of any party hereto to any breach or default of any of the provisions anywhere contained in this Agreement shall not be deemed to have been a waiver of any subsequent breach or default thereof. No provision of this Agreement shall be deemed to have been waived by any party hereto unless said waiver is in writing and signed by the party charged with any such waiver.
7. This Agreement will be construed and enforced in accordance with the laws of the State of Iowa without regard to any conflict of law rules.
8. The provisions of this Agreement shall be binding upon the parties and their successors in interest or assigns and the provisions of this Agreement will run with the land.

Dated this 27 day of DECEMBER, 2020.

(The rest of this page has been intentionally left blank)

#### SIGNATURE PAGE OF DEACON SPORTS AND ENTERTAINMENT

Deacon Sports and Entertainment:

By: 

DEAN MACDONALD  
Print name and title

STATE OF NL, COUNTY OF CANADA, ss:

This instrument was acknowledged before me on this 27 day of DECEMBER, 2020, by DENNIS CLARKE as SOLICITOR of Deacon Sports and Entertainment.



\_\_\_\_\_  
Notary Public



SIGNATURE PAGE OF LICENSE AGREEMENT FOR CITY OF CORALVILLE, IOWA

City of Coralville:

By: \_\_\_\_\_  
John A. Lundell, Mayor

ATTEST:

By: \_\_\_\_\_  
Thorsten J. Johnson, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by John A. Lundell and Thorsten J. Johnson, as Mayor and City Clerk respectively of the City of Coralville.

\_\_\_\_\_  
Notary Public

RESOLUTION NO. 2021-\_\_\_\_\_

RESOLUTION APPROVING A LICENSE AGREEMENT WITH DEACON SPORTS & ENTERTAINMENT TO DEVELOP AN AMPHITHEATER/ENTERTAINMENT VENUE IN THE IOWA RIVER LANDING DISTRICT.

WHEREAS, Deacon Sports & Entertainment (“Deacon”) is the owner of the ECHL hockey franchise that will be playing in the Xstream Arena for the 2021-22 hockey season; and

WHEREAS, Deacon also is interested in the development and operation of an amphitheater/entertainment venue located in the Riverfront Park area of the Iowa River Landing District; (the “Project”) and

WHEREAS, to that end, the City Attorney has drafted a License Agreement to provide Deacon access to City property to develop the Project; and

WHEREAS, it is now necessary to approve this License Agreement.

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

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are directed to execute the License Agreement and any other documentation necessary to close this transaction.

\* \* \* \* \*

Passed and approved this 12<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
John A. Lundell, Mayor

ATTEST:

\_\_\_\_\_  
Thorsten J. Johnson, City Clerk

# City of Coralville

## MEMORANDUM

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Date: December 23, 2020  
To: Coralville City Council  
From: John A. Lundell, Mayor  
RE: Board and Commission Appointments

I am making the following recommendations for Board and Commission appointments:

Civil Service Commission:

Reappoint Joshua Schamberger, 980 Forest Edge Drive	Four-year term ending 12/31/2024
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Board of Adjustment:

Appoint Karla Praska, 620 6 <sup>th</sup> Avenue	Unexpired term ending 12/31/2021
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Library Board of Trustees:

Reappoint Amanda Elkins, 703 18 <sup>th</sup> Ave., Apt. 1	Six-year term ending 12/31/2026
Reappoint Deborah Long Hatz, 1824 Holiday Road	Unexpired term ending 12/31/2024
Appoint Robert Turnquist, 2091 Timber Lane	Six-year term ending 12/31/2026

Feel free to contact me with any questions or comments. Formal action on these appointments will be on the January 12<sup>th</sup> Council agenda. Thank you.

# City of Coralville

## Engineering Department



1512 7<sup>th</sup> Street, Coralville, Iowa 52241

Phone: 319.248.1720

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Date: 12/14/2020  
To: Mayor & City Council  
City Administrator  
  
From: Dan Holderness, P.E.  
City Engineer  
  
Re: Wastewater Treatment Plant Improvements 2017  
Change Order #14

I recommend approval of Change Order No. 14, +\$85,772.77 to Miron Construction, Inc. for the Wastewater Treatment Plant Improvements 2017.

Change Order #14 includes additional solids handling/sludge removal, sitework for relocated sidewalk, installation of rock shoulders along salt dome access road, pavement removal and paving near the south digester, and other minor items.

See the change order summary for additional details on items included.



# VEENSTRA & KIMM, INC.

860 22<sup>nd</sup> Avenue, Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

December 8, 2020

CHANGE ORDER NO. 14

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

Change Order No. 14 is for the following modifications to the project:

1. Additional solids handling/sludge removal in existing south equalization basin to allow construction of new equalization basin (Miron COR 50.1). LS: \$ 17,178.01
  2. Sitework for installation of sidewalk relocated to south side of Headworks Building (Miron COR 74). LS: \$ 799.92
  3. Installation of rock shoulders along Salt Shed access road (Miron COR 85). LS: \$ 2,366.43
  4. Pavement removal, regrading, and paving of driveway near south digester. (Miron COR 86). LS: \$ 50,084.76
  5. Location of 4" WSL was not as shown on plans. Work includes exploratory excavation and piping changes needed to connect to new piping (Miron COR 92). LS: \$ 8,289.86
  6. Adjust existing cleanouts to grade and install covers for protection and access. (Miron COR 93). LS: \$ 4,059.19
  7. Refeed existing electrical pole located south of North Digester (Miron COR 95). LS: \$ 2,994.60
- Total: \$ 85,772.77**

Change Order No. 14 increases the contract amount by \$ 85,772.77.

**MIRON CONSTRUCTION, INC.**

By David G. Voss Jr.

David G. Voss Jr., President

Title \_\_\_\_\_

Date 12-9-2020

**VEENSTRA & KIMM, INC.**

By Emily Kinebaugh

Title Project Engineer

Date 12/8/2020

**CITY OF CORALVILLE, IOWA**

By \_\_\_\_\_

Title Mayor

Date \_\_\_\_\_

**CITY OF CORALVILLE, IOWA**

By Dan Harker

Title City Engineer

Date 12/9/2020

# City of Coralville

## MEMORANDUM

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Date: 1/5/2021  
To: Mayor & City Council Members  
From: Scott Larson, P.E.  
Title: Assistant City Engineer  
CC: City Administrator Kelly Hayworth, City Clerk Thor Johnson  
Re: Iowa River Landing E. 2<sup>nd</sup> Avenue Improvements – Change Order #5

Change Order #5 adjusted sidewalk pavers previously installed with the Arena project to match the paver pattern of the E. 2<sup>nd</sup> Ave project. Change Order #5 total: \$1,964.05. Additional Working Days: 0.

Item Number	Description	Unit	Unit Cost	Quantity Change	Sub-Total
114.00	Adjust Arena sidewalk pavers to match E 2nd Ave pavers	LS	\$ 1,964.05	1.00	\$1,964.05
Total Cost					\$1,964.05

## CHANGE ORDER 5

**HR Green, Inc.**  
8710 Earhart Lane SW  
Cedar Rapids, IA 52404  
(319) 841-4000

Distribution:

Owner

Engineer

Contractor

Field

Other

Project: IRL East 2nd Avenue	Change Order No.		5		
	Date		December 31, 2020		
<b>To Contractor:</b> Portzen Construction 205 Stone Valley Dr. Dubuque, Iowa 52003	Project No.		190500J08		
	Original Contract Date		September 24, 2019		
<b>The contract is changed as Follows:</b> Change Order #5 includes COR 7 for labor and material to adjust the sidewalk pavers at the Arena to match the pattern of the E 2nd Ave sidewalk pavers.					
Item Number	Description	Unit	Unit Cost	Quantity Change	Sub-Total
114.00	Adjust Arena sidewalk pavers to match E 2nd Ave pavers	LS	\$ 1,964.05	1.00	\$1,964.05
Total Cost					\$1,964.05
The original (Contract Sum) was				\$2,199,924.70	
Net change by previously authorized Change Orders				\$82,683.31	
The (Contract Sum) prior to this Change Order was				\$2,282,608.01	
The (Contract Sum) will be increased by this Change Order in the amount of				\$1,964.05	
The new (Contract Sum) including this Change order will be				\$2,284,572.06	
The Contract Time will be (increased) by				0 days	
The date of Phase 2 Final Completion as of the date of this Change Order therefore is				November 25, 2020	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE , if applicable, AND OWNER		
Contractor  <b>Portzen Construction Inc.</b>	Owner's Representative  <b>HR Green, Inc.</b>	Owner  <b>City of Coralville, Iowa</b>
By:	By:	By:
Date:	Date:	Date:



# MEMO



Date: December 21, 2020  
To: Kelly Hayworth, Mayor & City Council  
From: Scott Prochaska,  
Recreation Superintendent  
CC: Sherri Proud  
Re: 15 Passenger Van Purchase


The Recreation Division needs to replace its 15-passenger van. Our current van was stolen from the Community of Christ parking lot in October.

We have looked at three identical vans from three different dealers. We would recommend the purchase of a 2019 Chevrolet Express 3500 from Courtesy Ford in Davenport. The vehicle has 35,000 miles on it and is in very good shape. We have agreed on a sale price of \$20,000. The other vans were at Rydell Chevrolet in Waterloo, and Billion Auto in Iowa City.

2019 Chevrolet Express 15 Passenger Van	Courtesy Ford	\$20,000
2019 Chevrolet Express 15 Passenger Van	Billion Auto	\$21,970
2019 Chevrolet Express 15 Passenger Van	Rydell Chevrolet	\$23,382

The van will be used to transport children to and from the Recreation Center for our Before & After School program, and other department programming.

We will use the \$17,000 in insurance reimbursement plus \$3,000 from BASP vehicle reserves to pay for it.

No. <u>1065568</u> DEAL# <u>16701</u>		<b>BILL OF SALE (NOT A RECEIPT OF PAYMENT)</b>		DATE <u>12/21/2020</u>			
 <b>COURTESY FORD</b> DAVENPORT, IA 52806 MARCELENO-ALBA, (SALESMAN)		CITY OF CORALVILLE		BUYER'S NAME			
		1512 7TH ST		STREET ADDRESS			
		CORALVILLE		IA JOHNSON 52241			
		CITY STATE COUNTY		ZIP CODE			
		RES. PHONE <u>(319)248-1750</u>		BUS. PHONE			
PLEASE ENTER MY ORDER FOR THE FOLLOWING							
MODEL <u>EXPRESS 3500</u>		BODY TYPE		YEAR <u>2019</u>	MAKE <u>CHEVROLET</u>		
TO BE DELIVERED ON OR ABOUT		20	STOCK NO. <u>Z1660A</u>	V.I.N. # <u>1GAZGPGF1K1222293</u>			
CASH PRICE OF VEHICLE		<u>20000.00</u>		USED VEHICLE TRADE-IN AND/OR OTHER CREDITS			
DOCUMENTARY FEE				MAKE	N/A YEAR		
ACCESSORIES				COLOR	BODY TYPE N/A		
				MODEL	MILEAGE N/A		
				V.I.N. #	N/A		
				BALANCE OWED TO			
				ADDRESS			
				USED VEHICLE ALLOWANCE *	\$ N/A		
				LESS BALANCE OWED	\$ N/A		
				NET ALLOWANCE ON USED VEHICLE	\$ N/A		
				REBATE - ILLINOIS	\$ N/A		
				DEPOSIT / RECEIPT #	\$ N/A		
				TOTAL DOWN PAYMENT	(TRANSFER TO LEFT COLUMN) \$ N/A		
I agree that there are no verbal promises made by the sales associate or any other representative of the dealer. <b>Everything owed to me is in writing.</b> I am purchasing this vehicle as equipped unless otherwise noted in writing. I also acknowledge that I have read and accept the terms and conditions printed on the reverse side of this Purchase Agreement.  <input checked="" type="checkbox"/> City of Coralville by, <u>Nutt Prohaska</u>		The buyer represents that (s)he is of legal age, accepts the terms of this Purchase agreement, has title to and right to trade the above used car, and that there are no liens except the balance owed as stated above. <b>Buyer accepts full responsibility to furnish good and clear title within five days and for full and immediate payment of any amounts owed to lienholder(s) in excess of the above stated balance.</b> Buyer warrants that traded vehicle does not have a REBUILT, FLOOD OR SALVAGE title and that the actual odometer reading has not been misrepresented.					
		No public liability insurance issued with this transaction. All identifying numbers on said vehicle agree with those on the certificate of title or the statement of origin.					
		Purchaser agrees that this offer, including the front and reverse side, includes all of the terms and conditions. This offer cancels and supercedes any prior agreement and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement. <b>This offer shall not become binding until accepted by Dealer or his authorized representative and in the event of a time sale, Dealer shall not be obligated to sell until approval of the terms hereof is given by a bank or finance company willing to purchase a retail installment contract between the parties hereto based on such terms.</b>					
		Purchaser, by the execution of this offer, acknowledges that he has read its terms and conditions and has received a true copy.					
		<input checked="" type="checkbox"/> City of Coralville by, <u>Nutt Prohaska</u> BUYER'S SIGNATURE					
		X _____ CO-BUYER'S SIGNATURE					
		<b>CONTRACTUAL STATEMENT FOR USED VEHICLES ONLY</b> The information you see on the window form for this vehicle is part of the contract. Information on the window form overrides any contrary provisions in the contract of sale.					
		ACCEPTED BY: <u>[Signature]</u> DEALER OR HIS AUTHORIZED REPRESENTATIVE					
		UNPAID CASH BALANCE DUE ON DELIVERY		20000.00			
		<b>DISCLAIMER OF WARRANTY</b> It is understood and agreed by the buyer that the vehicle above described is sold by the dealer "AS IS" WITH ALL FAULTS and that dealer makes no warranty of merchantability of the vehicle and makes no warranty that such vehicle is fit for any particular purpose.					