



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**CITY COUNCIL MEETING**  
**TUESDAY, SEPTEMBER 05, 2023**  
**7:00 PM AT CITY HALL, 220 CLAY STREET**

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**Call to Order by the Mayor**

**Roll Call**

**Pledge of Allegiance**

**Approval of Minutes**

1. Regular meeting of August 21, 2023.

**Agenda Revisions**

**Special Presentations**

2. Proclamation recognizing September 2023 as National Suicide Prevention Month.
3. Proclamation recognizing September 17-23, 2023 as National Constitution Week.

**Public Forum.** (Speakers will have one opportunity to speak for up to 5 minutes on topics relevant to City business.)

**Staff Updates**

**Special Order of Business**

4. Public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Cedar Falls Partners, LLC.
  - a) Receive and file proof of publication of notice of hearing. (Notice published 08/26/2023)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement; and approving and authorizing execution of a Deed Without Warranty, conveying certain city-owned real estate to Cedar Falls Partners, LLC.

**Old Business**

5. Pass Ordinance #3038, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing temporary long-term daily permits for municipal parking lots or facilities, upon its third & final consideration.
6. Resolution approving and adopting an amendment to the FY24 Fee Schedule relative to establishing temporary long-term daily parking permits for the municipal parking lots or facilities. (contingent upon approval of the previous item)

- [7.](#) Pass Ordinance #3040, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 4-way stop at the intersection of Center Street & Lone Tree Road, upon its third & final consideration.
- [8.](#) Pass Ordinance #3041, amending Chapter 26, Zoning, of the Code of Ordinances relative to parking requirements for institutional uses in the Downtown Character District (CD-DT), upon its second consideration. (requires 5 aye votes)
- [9.](#) Pass Ordinance #3042, amending Chapter 2, Administration, of the Code of Ordinances relative to establishing a Bicycle and Pedestrian Commission, upon its second consideration.
- [10.](#) Pass Ordinance #3043, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on certain portions of Dakota Street, upon its second consideration.

**Consent Calendar:** (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

- [11.](#) Receive and file the City Council Standing Committee minutes of August 21, 2023 relative to the following items:
  - a) Cedar Falls Economic Development Corporation.
  - b) Bicycle & Pedestrian Advisory Committee Transition to a Commission.
  - c) Comprehensive Plan Review.
- [12.](#) Receive and file Departmental Monthly Reports of July 2023.
- [13.](#) Approve an Order Accepting Acknowledgement/Settlement Agreement with The Music Station, Inc., a/k/a Mini Mart, 1420 West 1st Street, for a second tobacco violation.
- [14.](#) Approve the following applications for retail alcohol licenses:
  - a) The Brass Tap, 419 & 421 Main Street, Class C retail alcohol & outdoor service - renewal.
  - b) Casey's General Store, 1225 Fountains Way, Class E retail alcohol - renewal.
  - c) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service – temporary expansion of outdoor service area. (September 21, 2023)
  - d) Blue Room, 201 Main Street, Class C retail alcohol – temporary outdoor service. (September 23, 2023)
  - e) The Black Hawk Hotel/Bar Winslow, 115-117 Main Street, Class C retail alcohol - temporary outdoor service. (September 23, 2023)
  - f) The Brass Tap, 419 & 421 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service. (September 23, 2023)
  - g) Community Main Street (District Street Party), Main Street from 1st – 5th Streets and to alleys on East and West of Main on 2nd, 3rd and 4th Streets - Special Class C retail alcohol & outdoor service - 5-day permit. (September 23 – 27, 2023)

**Resolution Calendar:** (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

- [15.](#) Resolution Calendar with items considered separately.
- [16.](#) Resolution approving and authorizing the Transfer of Funds from the General Fund to the Health Insurance Fund and Capital Projects Fund relative to the fiscal year ending June 30, 2023.
- [17.](#) Resolution approving and authorizing execution of an Amendment to Owner's Statement and Deed of Dedication of West Viking Road Industrial Park Phase V.
- [18.](#) Resolution approving and authorizing execution of an Amendment to Owner's Statement and Deed of Dedication of West Viking Road Industrial Park Phase VI.
- [19.](#) Resolution approving and authorizing execution of an Agreement to Enhance Economic Development in Cedar Falls by Supporting Grow Cedar Valley relative to an FY2024 Economic Development Grant.

- [20.](#) Resolution approving and authorizing execution of First Amendment to the Agreement for Rotary Plaza with The Rotary Club of Cedar Falls relative to additional lighting for the Rotary Plaza being constructed at 205-221 West 1st Street. (not recommended by staff)
- [21.](#) Resolution approving and authorizing execution of a Cultural Leadership Partners Program Operating Support Grant Agreement with the Iowa Economic Development Authority (IEDA) relative to Hearst Center cultural programs and operating expenses.
- [22.](#) Resolution approving and authorizing execution of a Memorandum of Agreement with the University of Northern Iowa (UNI) relative to fiberglass statues for the Panthers on Parade Project.
- [23.](#) Resolution approving and authorizing execution of an Agreement with Peters Construction Corporation for transporting, finishing and installing fiberglass statues relative to the Panthers on Parade Project.
- [24.](#) Resolution approving and authorizing execution of a HIPAA Business Associate Agreement with Wellworks For You relative to the City's employee wellness program.
- [25.](#) Resolution approving and authorizing execution of an Agreement with Cedar Falls Police Protective Association for Installation of Plaques Honoring Reserve Officer Scott Sterrett relative to memorial markers along South Prairie Lakes Trail.
- [26.](#) Resolution approving and authorizing execution of an Agreement with Breanna Parker relative to providing hula hoop fitness classes at the Recreation Center.
- [27.](#) Resolution approving and authorizing execution of an Agreement with Spahn & Rose Lumber Co. relative to construction of a new shelter in Orchard Hill Park.
- [28.](#) Resolution approving an amendment to The Arbors Master Plan, to allow some lots designated for bi-attached dwellings to be changed to single family lots.
- [29.](#) Resolution approving the amended preliminary plat for The Arbors Fifth, Sixth, and Seventh Addition. (contingent upon approval of the previous item)
- [30.](#) Resolution approving the Certificate of Completion and accepting the work of Owen Contracting, Inc. for the 2022 Alley Reconstruction Project, and approving and authorizing the transfer of funds from the Storm Water Bond Fund to the Street Construction Fund.
- [31.](#) Resolution approving and authorizing execution of a License Agreement with Windstream Intellectual Property Services, LLC relative to installing a fiber optic telecommunications system within the public right-of-way along Main Street.
- [32.](#) Resolution setting September 18, 2023 as the date of public hearing to consider conveyance of certain city-owned real estate to KATZ Properties, LLC.

#### **Allow Bills and Claims**

- [33.](#) Allow Bills and Claims for September 5, 2023.

#### **Council Updates and Announcements**

#### **Council Referrals**

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, AUGUST 21, 2023  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.

- 54410 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of August 7, 2023 be approved as presented and ordered of record. Motion carried unanimously.
- 54411 - The Mayor then asked if there were any agenda revisions. Administrative Supervisor Kerr noted that item #22 on the Resolution Calendar was being removed from the agenda.
- 54412 - Jim Newcomb, Cedar Falls, representing the North Cedar Neighborhood Association, spoke in favor of establishing a 4-way stop at the intersection of Center Street & Lone Tree Road.

Josh Wilson, Cedar Falls, commented on the city's charter and re-evaluating the form of government through a public referendum, and provided Council with information on state code regarding a referendum.

Reverend Michael Blackwell, Cedar Falls, referenced the Forbes and Business Leader articles regarding the worst cities for Black Americans to live and encouraged Cedar Falls, Waterloo, Black Hawk County, and the State of Iowa to work together to eliminate racism and make the metro area more conducive to the vision of a democratic republic.

Bobbi Jo Page, Grundy County, commented on the Wall Street Journal 24/7 report, and shared her support for Reverend Blackwell.

- 54413 - Public Safety Director Berte commented on cooling stations located throughout the city. He also commented on the collaboration with MercyOne and that the ambulance is now dispatched from the Public Safety Center.

City Attorney Rogers responded to a request by Councilmember Ganfield for an update on City Council meetings and gatherings.

- 54414 - Mayor Green announced that in accordance with the public notice of August 12, 2023, this was the time and place for a public hearing on the proposed conveyance of certain vacated city right-of-way along Hudson Road. It was then moved by Kruse and seconded by Ganfield that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 54415 - The Mayor then asked if there were any written communications filed to the proposed conveyance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning & Community Services Manager Howard provided a summary of the proposed conveyance. There being no one else present wishing to speak about the proposed conveyance, the Mayor declared the hearing closed and passed to the next order of business.
  
- 54416 - It was moved by Kruse and seconded by Harding that Resolution #23,280, approving the conveyance and authorizing execution of a Quit Claim Deed conveying certain vacated city right-of-way along Hudson Road to David and Tamara Nicol, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,280 duly passed and adopted.
  
- 54417 - Mayor Green announced that in accordance with the public notice of August 12, 2023, this was the time and place for a public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to parking requirements for institutional uses in the Downtown Character District (CD-DT). It was then moved by Kruse and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
  
- 54418 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there are written communications on file and included in the packet, the Mayor then called for oral comments. Planning & Community Services Manager Howard provided a summary of the proposed amendments. Following comments in support of the amendment by Cedar Falls residents Paul DeMarc, Donna Bash, Tom Hogue, Laura Schaefer, and Mark Sharp, the Mayor declared the hearing closed and passed to the next order of business.
  
- 54419 - It was moved by Ganfield and seconded by Kruse that Ordinance #3041, amending Chapter 26, Zoning, of the Code of Ordinances relative to parking requirements for institutional uses in the Downtown Character District (CD-DT), be passed upon its first consideration. Following questions and comments by Councilmembers Dunn, deBuhr, Harding, Ganfield, Schultz, Kruse, and Sires, University of Northern Iowa Student Liaison Noah Hackbart, and Mayor Green, and responses by Planning & Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires. Nay: Dunn. Motion carried.
  
- 54420 - Councilmembers agreed by consensus to Mayor Green's request to consider item #8 under old business at this time.

It was moved by Ganfield and seconded by Schultz that Ordinance #3040,

amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 4-way stop at the intersection of Center Street & Lone Tree Road, be passed upon its second consideration. Following questions and comments by Councilmember deBuhr and Cedar Falls resident Shirley Merner, and responses by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Harding, Ganfield, Sires, Dunn. Nay: deBuhr, Kruse. Motion carried.

- 54421 - It was moved by Kruse and seconded by Schultz that Ordinance #3036, amending Chapter 3, Advertising, of the Code of Ordinances relative to political signs, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3036 duly passed and adopted.
- 54422 - It was moved by Kruse and seconded by Harding that Ordinance #3037, amending Chapter 2, Administration, of the Code of Ordinances relative to salaries for elected officials, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Dunn. Nay: deBuhr, Sires. Motion carried. The Mayor then declared Ordinance #3037 duly passed and adopted.
- 54423 - It was moved by Kruse and seconded by Harding that Ordinance #3038, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing temporary long-term daily permits for municipal parking lots or facilities, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Sires, Dunn. Nay: deBuhr. Motion carried.
- 54424 - It was moved by Kruse and seconded by Harding that the rules requiring Ordinance #3039 be considered at three separate meetings, be suspended. Motion failed 4-3, with deBuhr, Ganfield and Sires voting Nay.

It was then moved by Kruse and seconded by Dunn that Ordinance #3039, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on certain portions of Dakota Street, be passed upon its second consideration. Following a comment by Councilmember Ganfield, it was moved by Ganfield and seconded by Kruse to amend the motion to change the time limit to 2-hours instead of 90 minutes. Following questions and comments by Councilmembers Dunn, Schultz, Harding, Kruse, Sires, and Ganfield, and responses by Mayor Green and UNI Student Liaison Hackbart, it was moved by Kruse to postpone consideration until the September 5, 2023 City Council Meeting. Motion failed due to lack of a second. Following comments by Councilmembers Kruse and Ganfield, the motion to amend carried unanimously.

Following a question by Councilmember Schultz, and response by City Attorney Rogers, the Mayor put the question on the motion as amended and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Sires, Dunn. Nay: deBuhr. Motion carried for passage of new Ordinance #3043 upon its first consideration.

54425 - It was moved by Ganfield and seconded by Kruse that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of August 7, 2023 relative to the following items:

- a) Retiring/Expiring TIF Districts and Process of Releasing Funds.
- b) Pedestrian Crosswalks on University Avenue, Center Street & 12th Street.

Receive and file a communication from the Civil Service Commission relative to the certified list for the position of Traffic Technician.

Receive and file Personnel Policies for the City of Cedar Falls that have been reformatted to the new standard policy format.

Approve the following applications for retail alcohol licenses:

- a) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol & outdoor service - renewal.
- b) B & B West, 3105 Hudson Road, Class E retail alcohol - renewal.
- c) Panther Travel Center, 1525 West Ridgeway Avenue, Class E retail alcohol - renewal.
- d) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service – temporary expansion of outdoor service area. (September 2-3, 2023)
- e) Metro Mart, 103 Franklin Street, Class E retail alcohol - new.

Motion carried unanimously.

54426 - It was moved by Ganfield and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #23,281, calling for a public referendum to authorize the imposition of a local sales and services tax in the City of Cedar Falls, Iowa, at the rate of one percent (1%), to be effective on January 1, 2026.

Resolution #23,282, approving and adopting the rate of \$3.89 per \$1,000 taxable value for the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID) for FY2025.

Resolution #23,283, approving and authorizing execution of a Termination of Agreement for Private Development, and approving and accepting a Warranty Deed, relative to an Agreement for Private Development with Wayne Estates, LLC.

Resolution #23,284, approving and accepting Diamond Arts & History grant

funding from the Cedar Falls Community Foundation relative to developing an Art & Culture Mobile Tour project.

Resolution #23,285, approving and authorizing execution of a Change Order relative to a Community Development Block Grant (CDBG) Rental Rehabilitation Project at 1009 West 3rd Street.

Resolution #23,286, approving the preliminary plat of Ashworth North Subdivision.

Resolution #23,287, approving and authorizing submission of an application to the Iowa Department of Homeland Security and Emergency Management (IDHSEM) for hazard mitigation relative to purchasing repetitive loss (RL) and severe repetitive loss (SRL) properties in northern Cedar Falls.

Resolution #23,288, approving and authorizing execution of Amendment Number Four to the Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management (IDHSEM) for an extension of the Voluntary Property Acquisition Program funded through the Hazard Mitigation Grant Program relative to the Northern Cedar Falls Flood Buyout Program.

Resolution #23,289, receiving and filing, and approving and accepting the bid of Boulder Contracting, LLC, in the amount of \$74,473.50, being the only bid received for the 2023 Sidewalk Assessment Project – Zone 1.

Resolution #23,290, approving and authorizing execution of a Cooperative Agreement for Construction Projects with Black Hawk County relative to the West Viking Road Reconstruction Project.

Resolution #23,291, approving and authorizing execution of a License Agreement with Unite Private Networks relative to installing a fiber optic telecommunications system within the public right-of-way along Technology Parkway.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,281 through #23,291 duly passed and adopted.

- 54427 - It was moved by Kruse and seconded by Harding that Resolution #23,292, approving setting September 5, 2023 as the date of public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Cedar Falls Partners, LLC, be adopted. Following comments by Councilmembers Ganfield and Kruse, and responses by City Administrator Gaines, City Attorney Rogers and Economic Development Coordinator Graham, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,292 duly passed and adopted.



- 54428 - It was moved by Dunn and seconded by Ganfield that Ordinance #3042, amending Chapter 2, Administration, of the Code of Ordinances relative to establishing a Bicycle and Pedestrian Commission, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Sires, Dunn. Nay: deBuhr. Motion carried.
  
- 54429 - It was moved by Kruse and seconded by Ganfield that the bills and claims of August 23, 2023 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
  
- 54430 - Councilmember Ganfield announced his intentions to host a ministerial gathering at his home to celebrate the outgoing Council and Mayor.
  
- 54431 - It was moved by Kruse and seconded by Harding to adjourn to Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

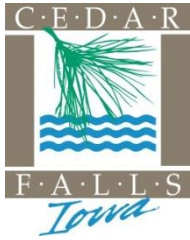
The City Council adjourned to Executive Session at 8:24 P.M.

Mayor Green reconvened the Council meeting at 8:58 P.M.

- 54432 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 8:59 P.M. Motion carried unanimously.

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Kim Kerr, CMC, Administrative Supervisor



MAYOR ROBERT M. GREEN  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

# Proclamation

**WHEREAS**, September is known throughout the United States as National Suicide Prevention Month and promotes awareness of suicide prevention resources available to our community, to talk about suicide without increasing the risk of harm; and

**WHEREAS**, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

**WHEREAS**, according to the U.S. Centers for Disease Control, suicide rates have risen by 30 percent since 1999 and each year more than 45,000 Americans die by suicide; and

**WHEREAS**, suicide is the 10th leading cause of death among adults in the U.S., and the 2nd leading cause of death among young people aged 10 to 24; and

**WHEREAS**, local organizations like the Black Hawk - Grundy Mental Health Center are on the front lines of a battle that many still refuse to discuss in public, due to harmful taboos on conversations about suicide and mental health; and

**WHEREAS**, Cedar Falls is no different than any other community in the country, but chooses to publicly and fully support parents, educators, mental health professionals, athletic coaches, pack leaders, and first responders as partners to prevent suicide in our community;

**NOW, THEREFORE I**, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim the month of September 2023 as

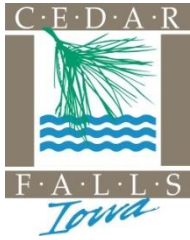
## NATIONAL SUICIDE PREVENTION MONTH

throughout the city, and I encourage all residents to inquire about the well-being of family, friends and neighbors and to genuinely convey appreciation for their lives through any appropriate gesture – such as a phone call, message, handshake, card or hug – and to learn about local resources that can help our loved ones appreciate that suicide is not the answer.

Signed this 28th day of August, 2023.

MAYOR ROBERT M. GREEN





MAYOR ROBERT M. GREEN  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

# Proclamation

**WHEREAS**, September 17, 2023, marks the two hundred and thirty-sixth anniversary of the completion of the Constitution of the United States of America by fifty-five delegates to the Constitutional Convention in Philadelphia, Pennsylvania during the summer of 1787; and

**WHEREAS**, the Constitution and its Amendments are the foundation of our American Democratic Experiment, embodying the principles of a limited federal government dedicated to rule by law, as well as safeguarding the basic rights of individuals in our Republic; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America, designating September 17 through 23 as Constitution Week; and

**WHEREAS**, the aims of Constitution Week are to emphasize citizens' responsibilities for protecting and defending the Constitution, to educate people on the Constitution's basis for America's great heritage and the foundation for our way of life, and to encourage the study of the historical events that led to the framing of the Constitution in September 1787; and

**WHEREAS**, it is fitting and proper for Cedar Falls to annually accord official acclimation to this magnificent document and its memorable anniversary, as well to promote patriotic celebrations and educational activities sponsored by the Daughters of the American Revolution and other civic groups;

**NOW, THEREFORE I**, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim the week of September 17-23, 2023 as

## NATIONAL CONSTITUTION WEEK

throughout the city, and I encourage all citizens to reaffirm the ideals of the Constitution's authors through personal study and understanding of Constitutional principles, and by vigilantly working to uphold the Constitutional protections guaranteed to all Americans.

Signed this 28th day of August, 2023.

MAYOR ROBERT M. GREEN





## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** August 28, 2023  
**SUBJECT:** Cedar Falls Partners, LLC Economic Development Project

### INTRODUCTION

For the past several months, staff has been working with representatives with Cedar Falls Partners, LLC on an industrial park project which will result in the construction of an 87,000 square foot industrial warehouse building for a client of theirs. The proposed project will occur on Lot 17, West Viking Road Industrial Park Phase III, Lots 1, 2 and 3 of West Viking Road Industrial Park Phase IV, and Lots 17 and 18 of West Viking Road Industrial Park Phase V. This new facility will have a minimum building valuation and permit valuation of \$8,500,000 and a total project minimum assessed valuation of \$9,368,000 (including land).

### DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be 87,000 square foot in size and will be located along Development Drive, Innovation Drive and Technology Parkway within the West Viking Road Industrial Park (see attached map for location). The proposed industrial building to be constructed on the site will be used for distribution of products, and will include office space, warehouse space, employee parking, large truck/semi-truck and trailer parking, along with 27 dock doors and one overhead door. The proposed project will have a minimum building valuation of \$8,500,000, and a total project valuation including land of \$9,368,000. The developer plans to commence construction of the project this year with completion anticipated within 24 months.

### COMPANY PROFILE

The developer on this project is a joint venture between Crosland Barnes Group and B&D Holdings.

Crosland Barnes Group, "CBG", is a boutique real estate development firm that was founded in 2002 by Edward C. Barnes. The company began development of retail

properties throughout the Southeast and has since expanded to include properties nationwide. CBG is presently engaged with development projects in 26 states and has been involved in the development and disposition of retail properties worth over \$1 billion ranging in size from 3,000 square feet to 350,000 square feet. The company employs 12 people to execute its development and management platform.

B&D Holdings is the real estate arm of the Segal Family Office and the Segal Family Foundation. Barry Segal, Principal, founded Bradco Supply and grew the business into one of the nation's leading building supply companies, with 150 branches across the United States, before selling the company in 2008. The real estate portfolio consists of 168 properties throughout 27 states comprising over 5,800,000 square feet of industrial, office, flex, and retail assets. Today, the company primarily focuses on direct investment in industrial real estate which accounts for approximately 70% of the portfolio. With a diverse team of fourteen employees based in Warren, New Jersey, the company is extremely efficient at meeting its clients' needs.

### **ECONOMIC DEVELOPMENT INCENTIVES**

#### **Land Incentive**

For this proposed project, Cedar Falls Partners, LLC would receive at no cost, Lot 17, West Viking Road Industrial Park Phase III, Lots 1, 2 and 3 of West Viking Road Industrial Park Phase IV, and Lots 17 and 18 of West Viking Road Industrial Park Phase V. These lots total 11.79 acres in size (of which only approximately 9-10 acres are useable due to setbacks and open greenspace requirements), of which this size property is needed for this project, as there are loading docks and truck parking area located on the west side of the building, employee/visitor parking on the east side of the building, and truck access and truck parking on the south and north sides of the building. Although the land incentive of donating 11.79 acres of land for an 87,000 square foot building appears to be more land than is typical for a building of this size, you can see on the proposed site plan that the developer will be utilizing the entire buildable area of the property for their operation, with little or no excess useable areas.

#### **Industrial Partial Property Tax Exemption**

Consistent with our ongoing local economic development incentive guidelines, the City of Cedar Falls typically will consider a Five-Year Partial Property Tax Exemption on projects having a minimum assessed valuation of \$1,200,000+. Section 8.11 of the Agreement for Private Development references sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances and Chapter 427B of the Iowa Code with respect to the provisions of the applicable partial property tax exemption. For this proposed project, the following exemption schedule is estimated using the existing industrial tax rate/valuation and projecting annual building property taxes of \$258,417:

<u>Year</u>	<u>% Exemption</u>	<u>\$ Abated</u>	<u>\$ Amount Paid</u>	<u>\$ Total Taxes</u>
1	75%	\$193,813	\$64,604	\$258,417
2	60%	\$155,050	\$103,367	\$258,417
3	45%	\$116,288	\$142,129	\$258,417
4	30%	\$77,525	\$180,892	\$258,417
5	15%	\$38,763	\$219,654	\$258,417
		<u>\$581,438</u>	<u>\$710,646</u>	<u>\$1,292,084</u>

It should be noted that following City Council consideration of the Agreement for Private Development, an actual Ordinance will be drafted and adopted implementing the proposed exemption schedule noted above. The Ordinance granting the applicable partial property tax exemption will be presented to City Council once construction of the new facility has commenced.

**Conclusion**

As this memorandum indicates, Cedar Falls Partners, LLC is proposing to construct a new 87,000 square foot industrial warehouse facility in the West Viking Road Industrial Park. The proposed new construction building project will have a minimum building permit valuation of \$8,500,000 and a total Minimum Assessed Valuation of \$9,368,000 including land. Construction is anticipated to commence this year with completion anticipated within 24 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Cedar Falls Partners, LLC has been reviewed by both parties, and is attached for your review and approval.

**RECOMMENDATION**

Staff recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Cedar Falls Partners, LLC, and approving and authorizing execution of a Deed Without Warranty conveying title to certain real estate to Cedar Falls Partners, LLC.

If you have any questions regarding this proposed economic development project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator

 Cedar Falls Partners, LLC  
87,000 SF Distribution  
Warehouse Project

Item 4.

Innovation Dr

Venture Way

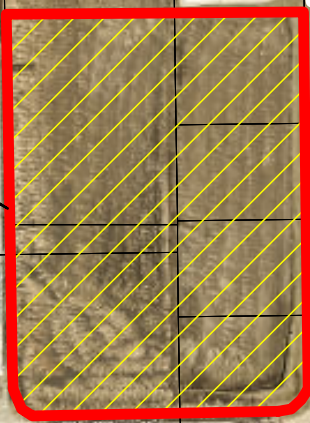
Venture Way

Development Dr

Bossard

Capital Way

Project Location



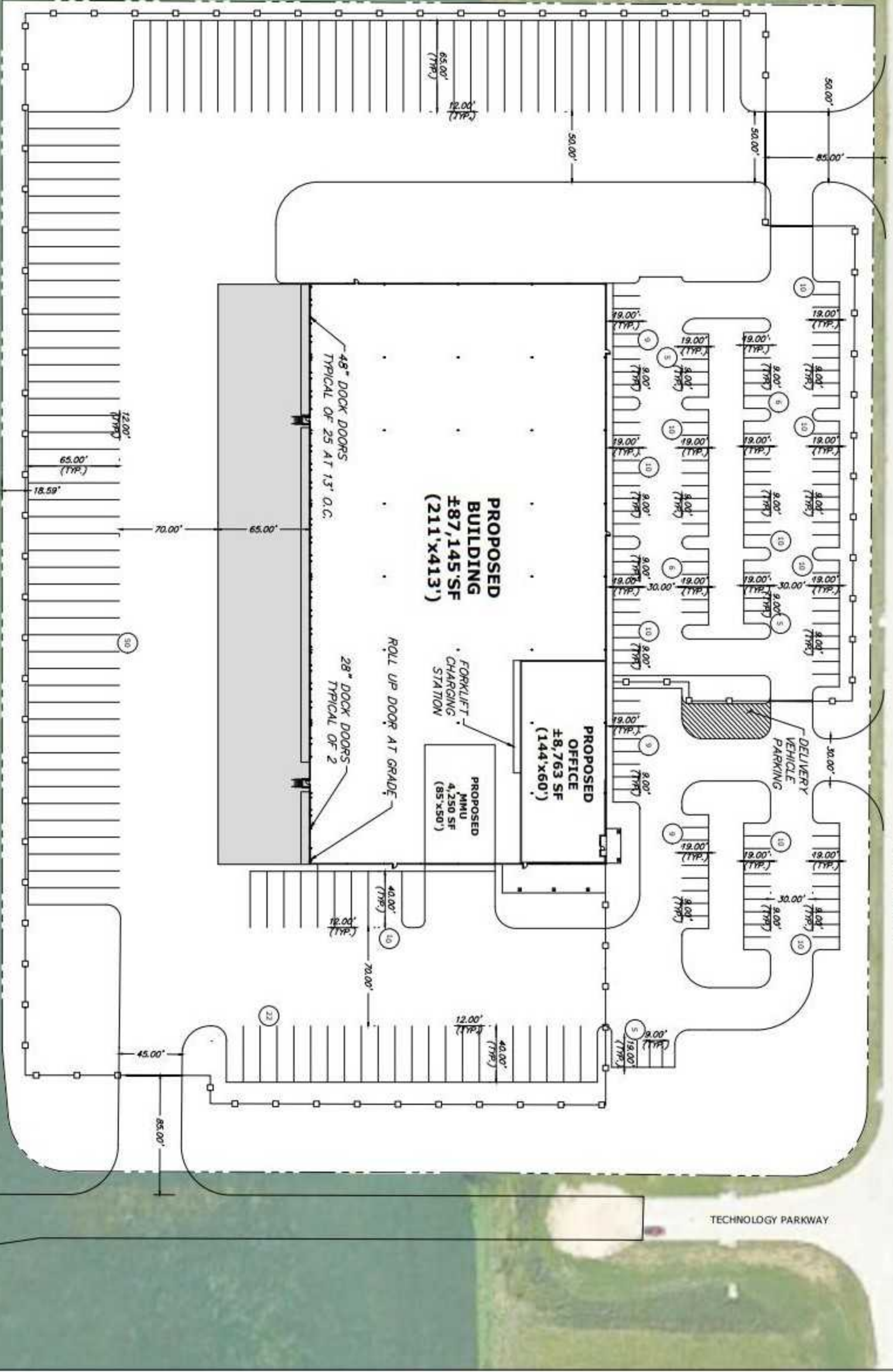
Hawkeye  
Corrugated  
Box

Technology Pkwy

D. LaPorte



1" = 15'



DEVELOPMENT DRIVE

TECHNOLOGY PARKWAY

**SITE INFORMATION**

45 S.F.

- BUILDING SQ. FT.: 45 S.F.
- CAR PARKING STALLS: 32 STALLS
- TRAILER PARKING STALLS: 0 STALLS
- RV PARKING STALLS: 0 STALLS
- TRACTOR PARKING STALLS: 0 STALLS
- SITE ACREAGE: ± 11.79 AC.
- SITE SQ. FT.: ± 513,425 S.F.
- 48" HIGH DOCK DOORS: 25 DOORS
- 28" HIGH DOCK DOORS: 2 DOORS
- ROLL UP DOOR AT GRADE: 1 DOOR

**DEVELOPER**

COMPANY: B&D HOLDINGS  
 NAME: JUSTIN LUCAS  
 PHONE: 732.343.4330

**DESIGNER**

COMPANY: TECTONICS DESIGN GROUP  
 NAME: MATT RASMUSSEN  
 PHONE: 775.824.9988

**ARCHITECT**

COMPANY: ICONARCHITECTS  
 NAME: TONY BRUNSCHE  
 PHONE: 817.946.7503

**DISCLAIMER**

SITE PLAN PREPARED WITHOUT BENEFIT OF TITLE OPINION, DEED RESTRICTION, OR SURVEY. SITE SUBJECT TO CHANGE PENDING ALL STATE AND CITY ORDINANCES OR DEED RESTRICTIONS. BUILDING AND SITE SIGN LOCATION, SQUARE FOOTAGE, AND TREE SUBJECT TO CHANGE PENDING ALL STATE AND CITY ORDINANCES OR DEED RESTRICTIONS.





**AGREEMENT FOR PRIVATE DEVELOPMENT**

**BY AND BETWEEN**

**THE CITY OF CEDAR FALLS, IOWA**

**AND**

**CEDAR FALLS PARTNERS, LLC**

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and CEDAR FALLS PARTNERS, LLC, (hereinafter called the "Developer"), a Delaware limited liability company having its principal place of business at 6 Calendar Court, Suite 3, Columbia, South Carolina, 29206.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

## ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all Exhibits hereto, as the same may be from time to time modified, amended or supplemented.

Assessor's Minimum Actual Value means the minimum actual value, before rollback, of the Minimum Improvements and the Development Property for calculation and assessment of real property taxes as set forth in the Minimum Assessment Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2023, as amended.

Commencement Date means the date of the issuance by the City of a building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means Cedar Falls Partners, LLC and its success, successors-in-title and assigns with respect to the Development Property.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Industrial Use Warehouse Facility means the Minimum Improvements.

Minimum Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Minimum Improvements shall mean the construction of an Industrial Use Warehouse Facility totaling at least 87,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal



environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right, and the Urban Renewal Plan also permits, the construction, equipping and operation of the Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct an Industrial Use Warehouse Facility ("Minimum Improvements") on the 11.79 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by

the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (h) The construction of the Minimum Improvements will require a total investment of not less than Eight Million Five Hundred Thousand Dollars and no/100 Dollars (\$8,500,000.00), and a valuation of Nine Million Three Hundred Sixty-Eight Thousand and no/100 Dollars (\$9,368,000.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.

- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) As of the Closing Date, the Developer will have equity funds and/or have commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1<sup>st</sup> day of July, 2025.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be

significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Eight Million Five Hundred Dollars and no/100 Dollars (\$8,500,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Eight Million Five Hundred Dollars and no/100 Dollars (\$8,500,000.00), by no later than the 1<sup>st</sup> day of March, 2024.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken (as further contemplated and consistent with Section 8.10) by no later than the 1st day of July, 2024, and completed (i) by no later than the 1<sup>st</sup> day of September, 2025, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

#### ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and

- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

## ARTICLE V. INSURANCE AND CONDEMNATION

### Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
  - (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent

(100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;

- (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to the City.
  - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground

flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.

- (ii) Comprehensive commercial general liability insurance, including liability for injuries to persons and/or property resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
  - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually (upon the request of the City) with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.
- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the improvements upon the Development Property so that upon completion of such repair, reconstruction or restoration the Development Property and the improvements thereon shall meet



or exceed the Assessor's Minimum Actual Value as required in this Agreement (but only to the extent of the Net Proceeds of any applicable insurance) and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall only apply to casualties that occur prior to the Termination Date.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any Condemnation Award, the Developer shall, in the event the Minimum Improvements can reasonably be reconstructed upon the Development Property (as it remains after such condemnation action) for a total cost (including soft costs and all costs relating to the re-design and redevelopment of the Minimum Improvements upon the Development Property and also including all costs incurred in connection with the pursuit and recovery of the Condemnation Award) that does not exceed the amount of the Condemnation Award that was awarded with respect to said Minimum Improvements (as opposed to other interests of Developer in and to the Property), use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property; provided, however, that notwithstanding anything to the contrary in the foregoing, Developer shall not have any obligation to reconstruct the Minimum Improvements: (i) if the Minimum Improvements cannot reasonably be reconstructed upon the Development Property (as it remains after such condemnation action) for a total cost (including soft costs and all costs relating to the re-design and redevelopment of the Minimum Improvements upon the Development Property and also including all costs incurred in connection with the pursuit and recovery of the Condemnation Award) that does not exceed the amount of the Condemnation Award that was awarded with respect to said Minimum Improvements (as opposed to other interests of Developer in and to the Property); or (ii) in the event that, as a result of such condemnation, the tenant under any lease then in effect with respect to the Development Property is afforded the right, and exercises such right, to terminate its lease as a result of such condemnation.

## ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, a Minimum Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements and the land that together comprise the Development Property, which will result in a minimum actual taxable value as of January 1, 2026, of not less than Nine Million Three Hundred Sixty-Eight Thousand and no/100 Dollars (\$9,368,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreement shall remain in effect until the 31st day of December, 2035 (the "Termination Date"). The Minimum Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer shall maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear (and condemnation and casualty, which are governed by Article V above) excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer shall keep at all times proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or

damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer shall comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except reimbursement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Warehouse

Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection, but only to the extent said City-owned utilities can provide the services reasonably required to service the business operations on the Development Property at generally applicable rates for like users. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed by both parties (with both parties agreeing to act reasonably with respect to such decision) that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2025, and ending on November 1, 2034, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the

Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of the County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. Notwithstanding anything to the contrary in the foregoing or elsewhere in this Agreement, the parties acknowledge and agree that for purposes of this Agreement, the relocation of an enterprise from one location within the City of Cedar Falls to another location within the City Cedar Falls shall not be considered a "Relocation" hereunder. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9(a). In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2:

(i) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property ("Full Value"), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

## ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation as to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Until such time as the Minimum Improvements have been completed and a Certificate of Completion has been issued by the City, and excepting only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written notice to and approval of the City to the extent required by this Article VII. Any transfer

in violation of this section shall be null and void. The City may require that any transferee of the Development Property assume the obligations of Developer hereunder as a condition of any such transfer requiring delivery of prior written notice to the City, and Developer shall notify City staff of any such transfer prior to the effective date thereof. After completion of the Minimum Improvements, Developer will provide notice to the City of any such transfer, but the City's approval thereof shall not be required so long as the transferee has assumed all of Developer's outstanding obligations hereunder in connection with such transfer and the Developer provides the evidence, instruments, and documents described in Section 7.2(b)(1-3) with respect to such transfer.

- (b) The City shall be entitled to require, upon notice to Developer within twenty (20) days after receipt of notice that Developer will transfer the Development Property that:
- (1) Evidence, in the form of a written certification by Developer, to the best of Developer's knowledge, that any proposed transferee shall have the qualifications and financial responsibility, as necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
  - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part).
  - (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, developer shall deliver to the City executed copies of any documents running with title to the Development Property promptly after execution thereof.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect

to the construction of the Minimum Improvements, from any of its obligations with respect thereto. Notwithstanding the foregoing, however, after completion of the construction of the Minimum Improvements and issuance by the City of a Certificate of Completion as provided in Section 3.5, upon assignment of this Agreement in compliance with Section 7.2 hereof, the City shall release Developer from future obligations hereunder, so long as such assignment complies with the requirements of this Section 7.2 and such assignee assumes all of Developer's continuing obligations hereunder to the satisfaction of the City, which the City shall confirm in a recordable writing upon request therefore from Developer.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the majority ownership of which includes any member or manager of Developer (the "Permitted Transferee") or any transfer of ownership of the Developer entity which is not made for the purposes of and which does not have the effect of circumventing the prohibition on transfer otherwise contained herein, shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.



## ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer's covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the "Deed"). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants of record as of the date of this Agreement, ordinances, and limited access provisions of record as of the date of this Agreement, if any, and to existing easements of record as of the date of this Agreement, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3. Condition of the Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. At Closing, although not required by law, the City may file with the County Recorder's office a properly executed Groundwater Hazard Statement. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property, other than the information provided in any Groundwater Hazard Statement filed by the City at Closing. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date and relate to conditions first occurring with respect to the Property or events occurring after the Closing Date.

Section 8.5. Survey and Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes.

Section 8.6 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 1<sup>st</sup> day of November, 2023, or on such other date as the parties hereto may mutually agree in writing (the “Closing Date”).

Section 8.7 Recordation of Deed. The City shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The City shall pay all costs for so recording the Deed.

Section 8.8 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer’s responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.9 Conditions Precedent to Conveyance of Property. The City’s obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer’s financial ability as in the reasonable judgment of the City is required for the Project;
- (c) Execution of a Minimum Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than July 1, 2024, and commencement of construction does not appear imminent by no later than October 1, 2024, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the

Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than January 1, 2024.

Section 8.11. Partial Property Tax Exemption. Subject to Developer's compliance with all of the terms and conditions of this Agreement, City agrees that the Developer may apply to Black Hawk County, Iowa, and to City, for a partial exemption from taxation of industrial property as may be provided by the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the actual value added by the Minimum Improvements. Subject to Developer's timely application and qualification under Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and Chapter 427B, Code of Iowa, the partial property tax exemption shall be according to the following schedule:

- (a) For the first assessment year after the Minimum Improvements are fully assessed – 75% exemption of the actual value added.
- (b) For the second assessment year after the Minimum Improvements are fully assessed – 60% exemption of the actual value added.
- (c) For the third assessment year after the Minimum Improvements are fully assessed – 45% exemption of the actual value added.
- (d) For the fourth assessment year after the Minimum Improvements are fully assessed – 30% exemption of the actual value added.
- (e) For the fifth assessment year after the Minimum Improvements are fully assessed – 15% exemption of the actual value added.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Development Property and resulting from or caused by any negligent act or omission or other fault on the part of Developer or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties,

Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.

- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article IX shall survive the termination of this Agreement.

#### ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article V of this Agreement, subject to Unavoidable Delays.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;

- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property on or prior to the latest due date therefore;
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (i) The Developer shall:
  - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - (ii) make an assignment for the benefit of its creditors; or
  - (iii) admit in writing its inability to pay its debts generally as they become due; or
  - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (j) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice in the exercise of its reasonable judgment, that the party in default will cure the default and continue performance under this Agreement;
- (b) In the event the alleged default relates to the failure of Developer to construct the Minimum Improvements as required hereunder, the party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action (all to the extent allowed pursuant to and only in compliance with the requirements of all applicable laws relating to the same), which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement, but subject to subsection (d) below..
- (d) In the event the Developer has failed to timely complete construction of the Minimum Improvements for reasons other than Unavoidable Delays or City default hereunder, the Developer may elect or the City may require (by written notice given to the other party no later than sixty (60) days after the deadline for completion) that Developer reconvey the Development Property to the City. Upon receipt or giving of such notice, Developer shall have twelve (12) months to raze any portion of the Minimum Improvements or (in the event of a notice pursuant to this subsection that was given by the City) twenty-four (24) months in which to complete the Minimum Improvements. Within ten (10) days after Developer has razed such Minimum Improvements, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. If Developer elects to complete such Minimum Improvements within the 24-month period, it shall retain title to the improved Development Property, subject to compliance with all obligations hereunder, unless it fails to timely complete the Minimum Improvements during such 24-month period, in which case it shall

immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance which have not been paid for. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the time periods provided herein, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5. Notwithstanding anything to the contrary in this Agreement, the parties agree that the City's remedies for Developer's failure to complete the Minimum Improvements within the time periods required in this Agreement are limited to the remedies provided for in this subsection (d), with the right to pursue remedies under subsection (c) only as expressly provided for in this subsection (d).

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such

waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual delivery to the intended recipient, at the following addresses:

DEVELOPER: Mr. Edward C. Barnes  
Authorized Representative  
Crosland Barnes Group, L.L.C.  
6 Calendar Court, Suite 3  
Columbia, SC 29206

With a copy to: Mary Dameron Milliken



Crosland Barnes Group, L.L.C.  
6 Calendar Court, Suite 3  
Columbia, South Carolina, 29206

CITY

City of Cedar Falls, Iowa  
City Administrator  
220 Clay Street  
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall run with the title to the Development Property and shall be binding upon and inure to the benefit of the Developer as the owner of the Development Property and its respective successors, successors in title and assigns. For the avoidance of doubt, Developer's obligations hereunder shall be binding upon Developer only with respect to the period of time that Developer is the owner of the Development Property; and by accepting title to the Development Property, Developer's successor in title with respect to the Development Property shall be conclusively deemed to have agreed to be responsible for the performance of each and every one of the terms, conditions and covenants on the

part of Developer to be performed under this Agreement with respect to the period of time that such successor in interest is the owner of the Development Property.

Section 11.9. Termination Date of Minimum Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer

shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

CEDAR FALLS PARTNERS, LLC,  
a Delaware limited liability company

By: BD BTS Venture LLC, a New Jersey limited liability company  
Its: Manager

By: \_\_\_\_\_  
Martin Segal, its Manager

DEVELOPER

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss.

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Martin Segal, as Manager of BD BTS Venture LLC, the Manager of Cedar Falls Partners,  
LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

## EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 17, West Viking Road Industrial Park Phase III; Lots 1, 2 and 3, West Viking Road Industrial Park Phase IV; Lots 17 and 18, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 11.79 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an Industrial Use Warehouse Facility totaling at least 87,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	July 1, 2024
Substantial Completion	July 1, 2025
Issuance of Occupancy Permit	September 1, 2025

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and \_\_\_\_\_, LLC, (hereinafter called the "Developer"), a Delaware limited liability company having its principal place of business at 6 Calendar Court, Suite 3, Columbia, South Carolina 29206; did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 17, West Viking Road Industrial Park Phase III; Lots 1, 2 and 3, West Viking Road Industrial Park Phase IV; Lots 17 and 18, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 11.79 acres more or less)

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants, conditions and requirements insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants, conditions and requirements of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants, conditions and requirements of said Agreement with respect to the construction of the Minimum Improvements.



All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

## EXHIBIT D

## MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and CEDAR FALLS PARTNERS, LLC, a Delaware limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

## WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 2023 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 17, West Viking Road Industrial Park Phase III; Lots 1, 2 and 3, West Viking Road Industrial Park Phase IV; Lots 17 and 18, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 11.79 acres more or less)

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2023, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2026, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together

comprise the Development Property, shall be not less than Nine Million Three Hundred Sixty-Eight Thousand and no/100 Dollars (\$9,368,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before September 1, 2025.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 11.79 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2035.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

DEVELOPER:

CEDAR FALLS PARTNERS, LLC,  
a Delaware limited liability company

By: BD BTS Venture LLC, a New Jersey limited liability company  
Its: Manager

By: \_\_\_\_\_  
Martin Segal, its Manager

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Martin Segal, Manager of BD BTS Venture LLC, a New Jersey limited liability company, the Manager of Cedar Falls Partners, LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 11.79 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$9,368,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

\_\_\_\_\_  
County Assessor for Black Hawk County, Iowa

\_\_\_\_\_  
Date

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

Subscribed and sworn to before me by T.J. Koenigsfeld, County Assessor for Black Hawk County, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

\_\_\_\_\_  
Date

EXHIBIT E  
FORM OF LEGAL OPINION

City of Cedar Falls  
Attn: City Clerk  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and Cedar Falls Partners, LLC, a Delaware limited liability company

City of Cedar Falls, Iowa:

As in-house counsel for Cedar Falls Partners, LLC or its member(s) (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of \_\_\_\_\_, 2023, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been duly and validly authorized by action of the members, have been executed and delivered by an

authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

By: \_\_\_\_\_  
Mary Dameron Milliken, Attorney at Law  
Crosland Barnes Group, LLC  
6 Calendar Court, Suite 3  
Columbia, SC 29206

## EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and Cedar Falls Partners, LLC, (hereinafter called the "Developer"), a Delaware limited liability company having its principal place of business at 6 Calendar Court, Suite 3, Columbia, South Carolina 29206, did on or about the \_\_\_\_ day of \_\_\_\_\_, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 17, West Viking Road Industrial Park Phase III; Lots 1, 2 and 3, West Viking Road Industrial Park Phase IV; Lots 17 and 18, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 11.79 acres more or less)

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2023, and terminates on the 31st day of December, 2035, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone



making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

CEDAR FALLS PARTNERS, LLC,  
a Delaware limited liability company

By: BD BTS Venture LLC, a New Jersey limited liability company  
Its: Manager

By: \_\_\_\_\_  
Martin Segal, its Manager

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Martin Segal, Manager of BD BTS Venture LLC, a New Jersey limited liability  
company, the Manager of Cedar Falls Partners, LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND CEDAR FALLS PARTNERS, LLC, AND APPROVING AND AUTHORIZING EXECUTION OF A DEED WITHOUT WARRANTY CONVEYING TITLE TO CERTAIN REAL ESTATE TO CEDAR FALLS PARTNERS, LLC.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,279 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, the City Council has approved and adopted an urban renewal plan designated as the “Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan” (the “Urban Renewal Plan”); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from Cedar Falls Partners, LLC ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Use Warehouse Facility totaling at least 87,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the

conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lot 17, West Viking Road Industrial Park Phase III; Lots 1, 2 and 3, West Viking Road Industrial Park Phase IV; Lots 17 and 18, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 11.79 acres more or less); and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants and to convey real property to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$9,368,000.00 for a period through December 31, 2035; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Quit Claim Deed conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

CERTIFICATE

STATE OF IOWA )  
 )  
COUNTY OF BLACK HAWK: ) SS:

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk of Cedar Falls, Iowa

**DEED WITHOUT WARRANTY**

For the consideration of One Dollar (\$1.00) and other valuable consideration, the City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa ("Grantor"), does hereby convey to Cedar Falls Partners, L.L.C., a Delaware limited liability company ("Grantee"), the following described real estate in Black Hawk County, Iowa:

Lot 17, West Viking Road Industrial Park, Phase III, City of Cedar Falls, Black Hawk County, Iowa;

And

Lots 1, 2, & 3, West Viking Road Industrial Park, Phase IV, City of Cedar Falls, Black Hawk County, Iowa;

And

Lots 17 & 18, West Viking Road Industrial Park, Phase V, City of Cedar Falls, Black Hawk County, Iowa;

all subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, and further subject to restrictive covenants, ordinances and limited access provisions of record, if any, and to existing easements of record.

**This transfer is exempt according to Iowa Code § 428A.2(6).**

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_.

GRANTOR:

By: \_\_\_\_\_

Robert M. Green, Mayor

By: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK: ss

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green, as Mayor, and Jacqueline Danielsen, as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_

NOTARY PUBLIC IN AND FOR IOWA

My commission expires: \_\_\_\_\_



## FINANCE &amp; BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

**MEMORANDUM**  
Public Records Division

**TO:** Honorable Mayor Green and City Council Members  
**FROM:** Marcie Breitbach, Administrative & Parking Supervisor  
**DATE:** August 23, 2023  
**SUBJECT:** Parking Permits - Ordinance Amendments

Please find attached proposed ordinance amendments that were discussed at the July 17, 2023 Finance & Business Operations Committee meeting. This ordinance clarifies the current 48-hour parking limit and provides an option for temporary long-term parking permits for the municipal parking lots.

Additionally, this ordinance also includes a clean-up item for Section 23-411, correcting a reference to the Central Business District, which is now known as the Downtown Character District.

Please feel free to contact me with questions regarding these proposed amendments. Thank you.



## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE (1) REPEALING SECTIONS 23-418, PARKING PERMITS FOR MUNICIPAL PARKING LOTS OR PARKING FACILITIES; AND (2) SECTION 23-411, PARKING ENFORCEMENT DISTRICTS DESCRIBED; AND ENACTING IN LIEU THEREOF NEW SECTIONS 23-418, PARKING PERMITS FOR MUNICIPAL PARKING LOTS OR PARKING FACILITIES AND 23-411, PARKING ENFORCEMENT DISTRICTS DESCRIBED, ALL CONTAINED IN DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA;

*Section 1.* Section 23-418, Parking permits for municipal parking lots and parking facilities, of Division 2, Parking enforcement districts, equipment, operations and facilities, of Article IV, Stopping, Standing and Parking, of Chapter 23, Stopping, standing and parking, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 23-418, Parking permits for municipal parking lots and parking facilities, is enacted in lieu thereof, as follows:

**Sec. 23-418. Parking permits for municipal parking lots or parking facilities.**

(a) Generally. The owner or operator of a motor vehicle may obtain a parking permit for use in the off-street municipal parking lots or facilities. Parking permits may be assigned to a specific parking lot or facility, and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council. The parking permits ~~are~~ ~~is~~ to be displayed ~~and visible through in the lower left hand corner of the~~ windshield of the vehicle unless the owner or operator of the vehicle has properly registered the license plate of the vehicle to be associated with a virtual parking permit through the parking enforcement agency designated by the city.

(b) Monthly permit. The purchase and proper display/registration of a monthly parking permit, as required in this subsection shall entitle the motor vehicle to be parked in the designated off-street municipal parking lot or facility for a period of up to 48 consecutive hours for the month purchased without penalty. Monthly permitted vehicles parked beyond the 48-hour limit without moving are in violation of this subsection and are subject to citation for overtime parking and removal by tow at owner's expense. An additional daily parking permit must be purchased separately for temporary long-term parking beyond the 48-hour limit.

(c) Daily permit (temporary long-term). In addition to a monthly parking permit, a daily parking permit may be purchased by monthly permit holders for temporary long-term parking in the same municipal parking lot or facility as the monthly parking permit. The purchase and proper display/registration of a daily parking permit entitles the motor vehicle to be parked in the designated off-street municipal parking lot or facility, without moving the vehicle, for the designated dates purchased, without penalty or removal by tow.

Section 2. Section 23-411, Parking enforcement districts described, of Division 2, Parking enforcement districts, equipment, operations and facilities, of Article IV, Stopping, Standing and Parking, of Chapter 23, Stopping, standing and parking, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 23-411, Parking enforcement districts described, is enacted in lieu thereof, as follows:

**Sec. 23-411. Parking enforcement districts described.**

The following named and described districts, lying within the corporate limits of the city, shall constitute a parking enforcement district.

- (1) Downtown parking enforcement district, being the boundaries described in section 26-191489 ~~as the Downtown Character District (CD-DT), Central Business District (CBD) overlay zoning district.~~
- (2) College Hill parking enforcement district, being the boundaries described in section 26-181, College Hill Neighborhood (CHN) overlay zoning district.

INTRODUCED: \_\_\_\_\_ August 7, 2023 \_\_\_\_\_  
 PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_ August 7, 2023 \_\_\_\_\_  
 PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_  
 PASSED 3<sup>rd</sup> CONSIDERATION: \_\_\_\_\_  
 ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

## ORDINANCE NO. 3038

AN ORDINANCE (1) REPEALING SECTIONS 23-418, PARKING PERMITS FOR MUNICIPAL PARKING LOTS OR PARKING FACILITIES; AND (2) SECTION 23-411, PARKING ENFORCEMENT DISTRICTS DESCRIBED; AND ENACTING IN LIEU THEREOF NEW SECTIONS 23-418, PARKING PERMITS FOR MUNICIPAL PARKING LOTS OR PARKING FACILITIES AND 23-411, PARKING ENFORCEMENT DISTRICTS DESCRIBED, ALL CONTAINED IN DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA;

*Section 1.* Section 23-418, Parking permits for municipal parking lots and parking facilities, of Division 2, Parking enforcement districts, equipment, operations and facilities, of Article IV, Stopping, Standing and Parking, of Chapter 23, Stopping, standing and parking, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 23-418, Parking permits for municipal parking lots and parking facilities, is enacted in lieu thereof, as follows:

### **Sec. 23-418. Parking permits for municipal parking lots or parking facilities.**

- (a) *Generally.* The owner or operator of a motor vehicle may obtain a parking permit for use in the off-street municipal parking lots or facilities. Parking permits may be assigned to a specific parking lot or facility and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council. The parking permits are to be displayed and visible through the windshield of the vehicle unless the owner or operator of the vehicle has properly registered the license plate of the vehicle to be associated with a virtual parking permit through the parking enforcement agency designated by the city.
- (b) *Monthly permit.* The purchase and proper display/registration of a monthly parking permit, as required in this subsection shall entitle the motor vehicle to be parked in the designated off-street municipal parking lot or facility for a period of up to 48 consecutive hours for the month purchased without penalty. Monthly permitted vehicles parked beyond the 48-hour limit without moving are in violation of this subsection and are subject to citation for overtime parking and removal by tow at owner's expense. An additional daily parking permit must be purchased separately for temporary long-term parking beyond the 48-hour limit.
- (c) *Daily permit (temporary long-term).* In addition to a monthly parking permit, a daily parking permit may be purchased by monthly permit holders for temporary long-term parking in the same municipal parking lot or facility as the monthly parking permit. The purchase and proper display/registration of a daily parking permit entitles the motor vehicle to be parked in the designated off-street municipal parking lot or facility, without moving the vehicle, for the designated dates purchased, without penalty or removal by tow.

Section 2. Section 23-411, Parking enforcement districts described, of Division 2, Parking enforcement districts, equipment, operations and facilities, of Article IV, Stopping, Standing and Parking, of Chapter 23, Stopping, standing and parking, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 23-411, Parking enforcement districts described, is enacted in lieu thereof, as follows:

**Sec. 23-411. Parking enforcement districts described.**

The following named and described districts, lying within the corporate limits of the city, shall constitute a parking enforcement district.

- (1) Downtown parking enforcement district, being the boundaries described in section 26-191 as the Downtown Character District (CD-DT).
- (2) College Hill parking enforcement district, being the boundaries described in section 26-181, College Hill Neighborhood (CHN) overlay zoning district.

INTRODUCED: \_\_\_\_\_ August 7, 2023

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_ August 7, 2023

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_ August 21, 2023

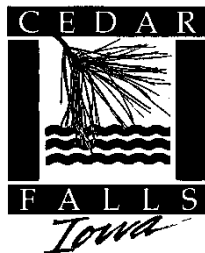
PASSED 3<sup>rd</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



## FINANCE &amp; BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

**MEMORANDUM**  
Public Records Division

**TO:** Honorable Mayor Green and City Council  
**FROM:** Marcie Breitbach, Parking & Administrative Supervisor  
**DATE:** August 23, 2023  
**SUBJECT:** Temporary long-term daily parking permits for municipal lots

With the passage of Ordinance #3038, which establishes temporary long-term daily parking permits in municipal lots for monthly permit holders, City Council will need to establish a fee for the daily permit. As a reminder, these temporary permits will allow current permit holders to park beyond 48 hours without penalty or the need to move their vehicle. Staff recommends that a fee of \$3 per day be established and added to the FY24 Fee Schedule.

Please feel free to contact City Clerk Jacque Danielsen or myself with any questions. Thank you.

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
***Engineering Division***

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Brett Armstrong, E.I., Civil Engineer II

**DATE:** August 7, 2023

**SUBJECT:** Update to City Code Section 23-231 – Through Streets Designated

Submitted for council approval is the ordinance change regarding Center Street through street designation.

The intended street crossing at Center Street and Lone Tree will be marked with a 4-way stop after Council Decision following committee of the whole meeting on July 17<sup>th</sup>, 2023.

After conducting a traffic study, the engineering department recommended adding additional signage for the existing 2-way stop intersection. City Council then voted instead to change the Lone Tree and Center Street intersection to a 4-way stop.

The Engineering Division is proposing changes to City Code Section 23-231 – Through Streets Designated so the code matches the changes that have been decided. Please see the attached changes for City Code Section 23-231 – Through Streets Designated.

If you have any questions or concerns, please feel free to ask.

xc: Chase Schrage, Director of Public Works  
David Wicke, PE, City Engineer

### Sec. 23-231. Through streets designated.

The following streets and parts of streets are hereby declared to be through streets:

Street	Portion of Street Designated as Arterial Through Street
First Street	From Main Street west to the city limits.
Second Street	From Iowa Street to Hudson Road, except for Walnut Street and Division Street.
Fourth Street	From Franklin Street west to Pheasant Drive, except at Walnut Street, at Hudson Road, and at its intersection With Angie Drive and Holmes Drive.
Sixth Street	From Main Street west to Sartori Hospital, except at Franklin Street.
Seventh Street (West)	At the intersection of Division Street.
	At the intersection of Franklin Street.
Eighth Street (West)	From College Street west to Hudson Road, except at Division Street.
	At the intersection of Barrington Drive.
	At the intersection of Franklin Street.
Ninth Street	From College Street west to the west line of Division Street, except at Division Street.
Tenth Street	From College Street west to the west line of Division Street, except at Division Street.
11th Street	From College Street west to the end of College Street, except at Division Street.
12th Street (East)	From Main Street east to the end of 12th Street (East).
12th Street (West)	From Main Street west to the city limits, except at Walnut Street, College Street, Hudson Road and Union Road.
13th Street (East)	From Waterloo Road to Main Street east to Waterloo Road.
14th Street (East)	From Main Street east to Waterloo Road.
18th Street	From Waterloo Road west to Hudson Road, except at Main Street and College Street.
19th Street (West)	From College Street to Hudson Road, except at its two intersections with Merner Avenue.
22nd Street	From Main Street to Campus Street, except at Walnut Street and College Street.

23rd Street (West)	From College Street to Hudson Road, except at Campus Street.
27th Street	From Main Street west to College Street, and from Hudson Road west to the city limits.
Barnett Drive	From West Fourth Street to West 12th Street.
Belle Avenue	From Rainbow Drive to Waterloo Road.
Bergstrom Boulevard	From South Main Street Road to South Lawn Road, except at South Main Street and South Lawn Road.
Big Woods Road	From Independence Avenue to the north city limits, except at Lake Street and Dunkerton Road.
Boulder Drive	From Orchard Drive to University Avenue.
Briarwood Drive	From Orchard Drive south and east to Orchard Hill Drive.
Campus Street	From West 18th Street to the south line of West 23rd Street.
Carlton Drive	From Orchard Drive to Maplewood Drive.
	From Orchard Drive south to Briarwood Drive.
Cedar Heights Drive	From Rainbow Drive south to the south city limits, except at University Avenue.
Center Street	<del>From First Street to the north city limits.</del> From First Street to north city limits, except at Lone Tree Road.
Clay Street	From First Street to 18th Street, except at Second Street, Third Street, Sixth Street and 12th Street.
College Street	From Sixth Street to end of street south of 29th Street, except at 12th Street, 18th Street and University Avenue.
Crescent Drive	From Highland Drive west to the end of said Crescent Drive.
Division Street	From First Street to 12th Street, except at Fourth Street, Eighth Street, Ninth Street, Tenth Street and 11th Street.
Dunkerton Road	From Center Street to the east city limits.
Eastpark Road	From Orchard Drive south and east to Briarwood Drive.
Ellen Street (North)	From First Street north to South Park Road.
Enterprise Drive	From Viking Road to Chancellor Drive.
Franklin Street	From First Street south to University Avenue, except at Sixth Street, 12th Street, 18th Street and Seerley Boulevard.
Grand Boulevard	From Waterloo Road to the intersection at Galloway Avenue, except at Edwards Street and Park Drive.
Grant Street	From Jefferson Street east to McKinley Street.



Hawthorne Drive	From Waterloo Road east to Neola Street, except at Rownd Street.
Highland Drive	From First Street to Fourth Street.
Hudson Road	From First Street south to the city limits, except at University Drive.
Independence Avenue	From Lincoln Street to Big Woods Road, except at the intersection of the railroad tracks which cross Independence Avenue.
Knoll Ridge Drive	From Orchard Drive south to Briarwood Drive.
Lake Street	From Central Avenue to Leverage Road, except at Big Woods Road.
Laurinda Drive	From Orchard Drive south to Elmridge Drive.
Lantz (East)	From Center Street to Jackson Avenue.
Leversee Road	From Lincoln Street to the north city limits, except at the intersection of the railroad tracks which cross Independence Avenue, and except at Dunkerton Road.
Lilac Lane	From Rownd Street to Boulder Drive, except at McClain Drive.
Lincoln Street	From the city limits to North Main Street.
Lone Tree Road	From Ford Road to Big Woods Road, except at Center Street.
	Lone Tree Road from Ford Road to Leverage Road, except at Center Street.
Longview (East)	From Central Avenue to Center Street.
Madison Street	From Valley Park Drive to Waterloo Road.
Main Street	From its intersection with North Main Street and Lincoln Street to University Avenue.
Main Street (North)	From its intersection with Lincoln Street and Main Street to Independence Avenue.
Main Street Road (South)	From University Avenue to the south city limits, except at Ridgeway Avenue.
Maplewood Drive	From Rownd Street to Boulder Drive, except at McClain Drive and Carlton Drive.
McClain Drive	From University Avenue to its southerly limit, except at Orchard Drive.
Newman Avenue	From Waterloo Road east to Gibson Street.
Orchard Drive	From South Main Street to the east city limits, except at Rownd Street and Cedar Heights Drive (South).
Pleasant Drive	From Rownd Street east to the city limits, except at Cedar Heights Drive.

Rainbow Drive	From Waterloo Road to the east city limits.
Ridgeway Avenue	From the east city limits to the west city limits, except at Hudson Road.
Rownd Street	From Rainbow Drive south to the city limits, except at University Avenue and Hawthorne Drive.
Scenic Street	From University Avenue to Pleasant Drive.
Seerley Boulevard	From Main Street to College Street and from Main Street east to Royal Drive, except at Valley Park Drive.
South Lawn Road	At its intersection with Bergstrom Boulevard.
	At the intersection of Bergstrom Boulevard and at the intersection of Stanwood Drive.
State Street	From East 13th Street to the intersection of First Street.
Sunset Boulevard	At the intersection of Willow Lane
Tremont Street	From West 9th Street to West 12th Street.
	From West 20th Street to West 22nd Street.
Tucson Drive	From the north line of University Avenue to the south line of Orchard Drive.
Union Road	From the south city limits to the north city limits, except at Dike Road, West 27th Street, West 12th Street and West First Street.
University Drive	From the east city limits to the west city limits, except at Hudson Road.
U.S. Highway 20	From the east city limits to the west city limits.
Valley High Drive	From Rownd Street to Cedar Heights Drive.
Valley Park Drive	From University Avenue north to East 18th Street, except at East Seerley Boulevard.
Veralta Drive	From University Avenue to Green Hill Road, except at Valley High Drive and Orchard Drive.
Victory Drive	From Waterloo Road north to Rainbow Drive, except at Hawthorne Drive.
Walnut Street	From First Street to the end of the street south of 29th Street, except at Sixth Street, 12th Street, 18th Street, Seerley Boulevard and University Avenue.
Washington Street	From First Street to 18th Street, except at Sixth Street and 12th Street.
Waterloo Road	From University Avenue to Main Street.
Western (East)	From Central Avenue to Jackson Avenue.

(Code 2017, § 26-170; Ord. No. 1929, § 1, 1-2-1991; Ord. No. 1973, § 1, 5-11-1992; Ord. No. 1997, § 2, 10-19-1992; Ord. No. 2070, § 3, 11-14-1994; Ord. No. 2104, § 1, 5-8-1995; Ord. No. 2116, § 1, 9-11-1995; Ord. No. 2295, § 1, 3-

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27-2000; Ord. No. 2311, § 1, 10-23-2000; Ord. No. 2384, § 1, 7-8-2002; Ord. No. 2390, § 1, 8-12-2002; Ord. No. 2407, § 1, 12-9-2002; Ord. No. 2441, § 1, 8-11-2003; Ord. No. 2494, § 1, 11-15-2004; Ord. No. 2511, §§ 1, 2, 4-11-2005; Ord. No. 2512, §§ 1—3, 4-11-2005; Ord. No. 2514, § 1, 4-11-2005; Ord. No. 2574, § 1, 5-22-2006; Ord. No. 2863, § 1, 5-16-2016; Ord. No. 2970, § 1, 10-5-2020)

**ORDINANCE NO. 3040**

AN ORDINANCE MAINTAINING CENTER STREET AS AN ARTERIAL THROUGH STREET FROM FIRST STREET TO THE NORTH CITY LIMITS, BUT ADDING AN EXCEPTION AT LONE TREE ROAD BY STRIKING THE UNNUMBERED SUBSECTION ENTITLED CENTER STREET AND CORRESPONDING DESIGNATION IN SECTION 23-231, THROUGH STREETS DESIGNATED, OF DIVISION 3, RIGHT-OF-WAY, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING A NEW UNNUMBERED SUBSECTION ENTITLED CENTER STREET AND CORRESPONDING DESIGNATION IN LIEU THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

*Section 1.* The unnumbered Subsection entitled Center Street and corresponding designation, of Section 23-231, Through Streets Designated, of Division 3, Right-of-Way, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new unnumbered subsection entitled Center Street, and corresponding designation, are hereby enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion of Street Designated as Arterial Through Street</i>
Center Street	From First Street to the north city limits, except at Lone Tree Road.

INTRODUCED: \_\_\_\_\_ August 7, 2023

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_ August 7, 2023

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_ August 21, 2023

PASSED 3<sup>rd</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

# DEPARTMENT OF COMMUNITY DEVELOPMENT



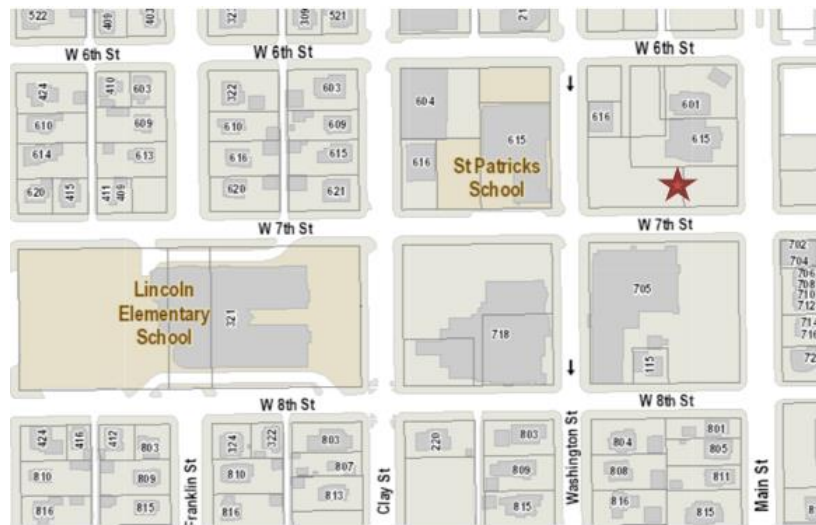
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8606  
Fax: 319-273-8610  
www.cedarfalls.com

## MEMORANDUM Planning & Community Services Division

**TO:** Mayor Robert M. Green and City Council  
**FROM:** Karen Howard, AICP, Planning & Community Services Manager  
**DATE:** August 7, 2023  
**SUBJECT:** Zoning Code Text Amendment – Parking for Civic/Institutional Uses in Downtown Character District (TA23-002)

### Background

The City received an inquiry from St. Patrick Catholic Church about constructing a new parking lot on a property they recently acquired that is located on the north side of 7<sup>th</sup> Street between Washington Street and Main Street. The property is across Clay Street from St. Patrick’s School and across 7<sup>th</sup> Street from St. Patrick’s Church. The school, church, and vacant property are located in the Urban General (UG) frontage area within the Downtown Character District. The property is currently vacant land with no buildings. Previously another church was located on the site but has since been demolished.



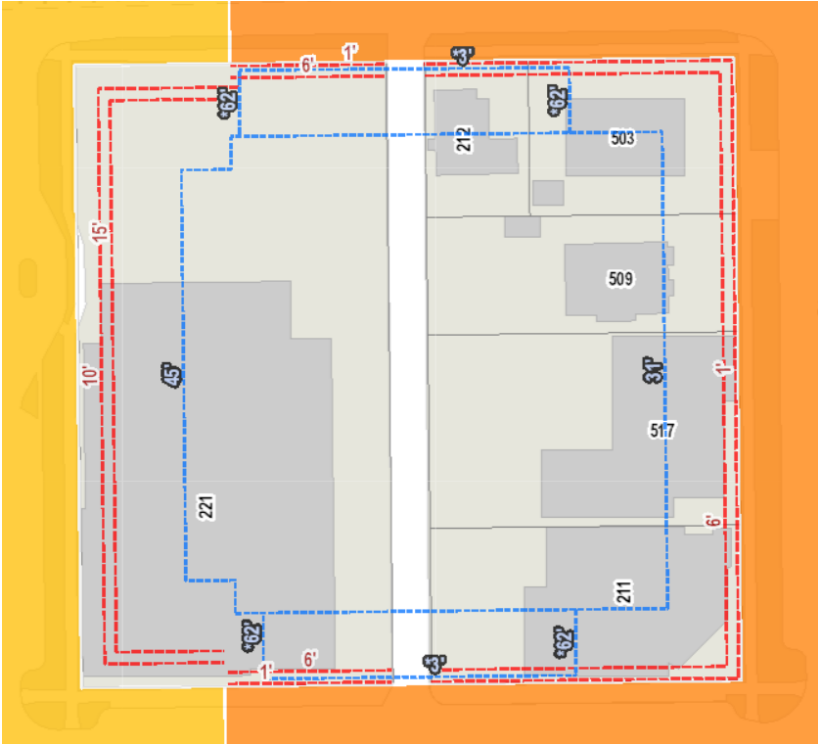
St. Patrick’s would like to use the lot for parking but in the future may build a daycare or other building on the site. There are a couple of challenges the church has identified regarding future use of the property. They have indicated that the 2-story minimum height requirement for a new building may be problematic, as they are only contemplating a 1-story daycare center in the future. Secondly, in most zoning districts, as is the case here, parking is not generally allowed without a principal use on the property and the location of parking is based on setback standards relative to the

principal buildings and uses on the site. The question is whether civic and institutional uses should be treated differently as they are generally located on larger or contiguous parcels, as you can see in the image above for St. Patrick’s school and church, Lincoln Elementary and the Methodist Church. Also, is the 2-story minimum height standard in the UG, UG2, and Storefront areas of the Downtown Character District problematic, given the small size of many properties and parking requirements for upper story uses.

**Analysis**

Parking Location Standards

The intent of the Urban General and Storefront frontages in the Downtown Character District is to encourage buildings to be built close to the street so that street frontages are lined with buildings to support a pedestrian-friendly, mixed-use district. To achieve that goal, the regulating plan for the Downtown Character District contains a build-to line at the fronts of lots indicating where buildings should be aligned along the street. The parking setback line in the Urban General, Urban General 2, and Storefront frontages is generally about 30 feet behind the build-to line (RBL) indicating where parking can be located. Along the side streets (generally the numbered streets that run perpendicular to the mid-block alleys), there is an area where parking can be placed closer to the street if it is enclosed within a building. See an excerpt from the Downtown regulating plan below with the red lines indicating the build-to area and the blue line representing the parking setback line. Parking can be located anywhere behind the blue lines.



It should be noted that parking lots in all zoning districts must be set back from streetside lot lines and abutting properties and screened with trees and shrubs. Following is a list of the parking setback rules for various zoning districts:

- In residential zoning districts no parking is allowed in the front yard (area between the principal buildings and the street), required front yard or required side yards. Required side yards are generally 10% of the lot width. Required front yards in these zones:
  - R-1: 30 feet
  - R-2, R-3: 25 feet
  - R-4: 20 feet
- MU – Mixed Use District: 30 feet from major streets, 20 feet from interior streets and accessways
- HWY-1 Commercial District: 20 feet
- C or M Districts: 5 feet, but 10 feet when abutting a residential district

There are several civic and institutional uses in the Downtown Character District, including St. Patrick Church and School, First Methodist Church, First Presbyterian Church, and Lincoln Elementary School. Civic and Institutional uses such as churches and schools are often designed with open spaces, parking areas, and playgrounds in a campus-like setting, which in the downtown area often involves multiple adjacent properties. While Civic Buildings as designated on the regulating plan and as defined in the code, are exempt from certain standards in the new Character District Code, there is no specific exemption for parking lots, particularly when located on a separate lot from the principal use.

The intent of the Downtown Character District Code is to facilitate development that is consistent with the adopted Downtown Vision Plan. One of the major objectives of the Vision Plan is to encourage future development that helps preserve the character of the Downtown area. Churches and schools and other institutional uses are important to the character and livability of the downtown neighborhoods. Since they operate differently than commercial or residential uses, different rules may be warranted, provided they ensure that surrounding residential properties and public areas such as parks and public sidewalks are buffered from vehicular areas and glare from lights.

#### Minimum Building Height in the Downtown Character District

The 2-story minimum building height standard in the UG, UG2, and Storefront Areas is intended to ensure a minimum building scale along downtown streets, similar to the main street character along the parkade. The minimum height encourages development that fully utilizes downtown sites and building up instead of spreading out preserves larger areas behind for needed parking. That being said, there are many small

properties downtown where requiring a second story may require more parking than what is possible on the site, making redevelopment challenging. There are also sites where mixed-use, storefront-type development is not desired by the property owner, such as the case with many civic and institutional uses.

## Discussion of Solutions

### Minimum Building Height

Staff have heard from several property owners that a second story would be challenging and was not within the anticipated scope of their project. With such a small downtown area in Cedar Falls, the challenges of requiring a minimum building height may outweigh the benefits. Staff recommends eliminating the minimum height standard from the code. **At the Planning and Zoning Commission meeting on May 24, the Commission expressed concern about eliminating the 2-story minimum height requirement in all cases and recommended either leaving the code as is or coming up with an exception process whereby waiver of the second story could be considered on a case-by-case basis based on specific standards. Staff agreed to bring back some ideas at a later date for consideration.**

### Parking Location Standards

To provide more flexibility for civic and institutional uses in the Downtown Character District, staff suggests consideration of creating a special rule that would allow parking to be located forward of the parking setback line on the regulating plan, but with certain conditions that would ensure that parking areas are buffered and screened with landscaping and trees from public sidewalks and abutting properties. The following language is provided for consideration:

On lots owned by and used for an allowed Civic or Institutional Use, parking may be located forward of the parking setback line, provided that:

1. The parking area is on a lot that contains the subject Institutional or Civic Use or directly abuts or is across the street or alley from the Civic or Institutional Use;
2. The parking area is setback a minimum of 10' from any streetside lot line and parking setbacks from common lot lines according to the requirements of code shall apply;
3. The parking area shall be landscaped according to the standards in Section 26-220(i), General landscaping of parking within all districts;
4. If the lot shares a common lot line with a Neighborhood Small or Medium frontage lot, or a lot in a R-1 or R-2 District, the parking lot shall be set back a minimum of 5 feet from the common lot line and screened according to the standards in Section 26-220(i), General landscaping of parking areas within all districts.



5. When a principal building is constructed on the site, the building must meet all standards and requirements, as applicable.

### **PLANNING & ZONING COMMISSION RECOMMENDATION:**

After a public hearing on June 14, 2023 meeting, on a vote of 2-5, the Planning and Zoning Commission denied TA23-002, proposed zoning code text amendments to the parking setback requirements for civic and institutional uses in the Downtown Character District.

Therefore, approval will require a 2/3<sup>rd</sup> majority vote of City Council.

(Note: Per direction of the Planning and Zoning Commission, discussions about amending the minimum height standards were postponed until a later date to allow time for staff to develop some alternative language for consideration).

### **PLANNING & ZONING COMMISSION MINUTES**

#### **Discussion 5/24/2023**

Commission moved to the next item, a zoning code text amendment regarding parking and minimum building height for institutional uses in CD-DT. Chair Lynch introduced the item and Ms. Howard provided background information. She explained that the discussion was prompted by an inquiry from St. Patrick's Church about using a vacant lot for a surface parking lot. The property is in the Urban General Frontage of the Downtown Character District. She noted that the church indicated that sometime in the future they may build a new daycare on the site but for now would like to use the entirety of the lot for parking. She noted that accessory uses, such as parking, are not allowed without a principal use in any zone in the City with a few exceptions. She noted that parking area setbacks in most zones are relative to the principal buildings on the site. Also, the two-story minimum building height in the UG, UG2 and Storefront areas may be problematic as well. Ms. Howard displayed an image of an excerpt of the downtown regulating plan to demonstrate how parking setback areas are delineated on the Downtown Character District Regulating Plan. She discussed parking setbacks in other zoning districts as a comparison to the Downtown Character District code. She noted that the question is whether there should be some additional flexibility for parking for civic/institutional uses in the Downtown Character District to allow parking forward of the parking setback lines on the regulating plan. She noted that there are a number of churches and schools in the Downtown Character District with campus-like settings that extend over multiple properties. She noted that institutional uses are important to the character of the neighborhood and this may warrant different rules, but it is important to ensure surrounding development is respected. This might be achieved by creating a landscaped buffer between parking areas and public sidewalks and adjacent properties. She also discussed the pros and cons of the minimum two-story height standard and spoke about solutions that could allow

for more flexibility for Civic and Institutional uses. At this time the item will be for discussion by the Commission.

Mr. Larson made a motion to set a public hearing for the June 14, 2023 meeting. Ms. Crisman seconded the motion.

Mr. Leeper stated that he struggles with this request and is concerned about making all sorts of exceptions to the rules in the new code. He feels it sets a bad precedent.

Mr. Larson likes the points of challenge with the new code as they give an opportunity to consider all options, but he also feels that after going through the exhaustive process of creating the zoning code that it's important to stick to it. He believes that the parking matter, regardless of how you feel about it, drives the building height situation. He also feels that public/non-profit and private development sectors should follow the same rules.

Ms. Crisman feels that the whole vibe of the downtown area is the character of density so starting to make exceptions will undo that. She would like to stay with the current rules and let them work as they are.

Ms. Lynch agreed with the previous sentiments.

Mr. Larson asked about potentially coming up with a formula for height exceptions to allow for consideration of individual projects based on the size of the site being considered.

After further discussion, Mr. Larson revised his motion to set the date for a public hearing for the parking amendments only and to leave the question of minimum height until a later date. Ms. Crisman seconded the motion. The motion was approved unanimously with 7 ayes (Alberhasky, Crisman, Grybovych, Larson, Leeper, Lynch and Stalnaker), and 0 nays.

**Discussion  
6/14/2023**

The first item of business was a zoning text amendment regarding parking for institutional uses in CD-DT. Acting Chair Hartley introduced the item and Ms. Howard provided background information. She explained that the item was presented at the last meeting and gave a brief recap of the information. An inquiry from St. Patrick's about using a vacant lot for a surface parking lot prompted the discussion as the property is in the Urban General Frontage of the Downtown Character District. They may build a new daycare building in the future. The accessory uses, such as parking, are not allowed without a principal use. Parking setback in most zones is relative to the principal buildings on the site. The question becomes whether parking for civic and institutional uses be treated differently. Urban General encourages buildings close to the street with parking located behind to create a pedestrian-friendly mixed-use district. The parking setback from the street is about 30 feet in this zoning district. Allowance can be made for additional area along side streets if it is behind a building wall, such as in a garage or in a parking facility. She provided examples of parking setbacks in other zoning districts.

Ms. Howard explained that there are a number of churches and schools in the Downtown Character District with campus-like settings on multiple properties. Institutional uses are important to the character of the neighborhood and may warrant different rules, but it is also important to ensure surrounding development is respected. Buffering parking areas from public sidewalks and adjacent properties would help to do that. She discussed the solutions that were discussed at the previous meeting that would allow for more flexibility for civic and institutional uses. Staff recommends allowing more flexibility for these types of uses and creating a special rule that would allow parking forward of the parking setback line with the conditions outlined in the staff report and/or with any modifications or additional comments from the Commission.

Paul Dimarco, 1707 E. Bremer Avenue, Waverly, spoke as a parishioner of St. Patrick's. He discussed different projects that he has been a part of with the church and asked the Commission to consider support for the proposed zoning changes. He thanked staff and the Commission for all their work and support of the community. He believes the additional parking would assist in reducing parking needs and loads on the neighbors, as well as Main Street events.

Mr. Larson feels it makes sense but still has concerns about a different set of rules for civic and institutional uses.

Mr. Leeper feels that the timing is a challenge as the code was just updated and this is the first project coming through. To make a change right away doesn't allow the code a chance to work as it has been laid out.

Ms. Crisman agreed to their sentiments, stating that while one location might need the additional space, it doesn't mean that all of the other locations will need the additional parking. If the rules are changed, it would be allowed for all of them. She would prefer not to change the code.

Mr. Larson asked about the possibility of a variance. Ms. Howard explained that anyone has a right to request a variance, but the bar is set high to show that

you don't have any use of the property because of zoning rules. It would be difficult to meet a variance standard in this case.

Ms. Crisman asked if the property was included in the parking study. Ms. Howard was uncertain but believed it was outside the area of the downtown study.

Ms. Crisman made a motion to approve the item as recommended. Mr. Larson seconded the motion. The motion was denied with 2 ayes (Alberhasky and Hartley), and 5 nays (Crisman, Larson, Leeper, Moser and Stalnaker).

## ORDINANCE NO. 3041

**AN ORDINANCE AMENDING PARAGRAPH 26-193.1A.6., ON-SITE/OFF-STREET VEHICLE PARKING AND ACCESS, AND ALSO ADDING ASSOCIATED CROSS-REFERENCES THROUGH-OUT SECTION 26-193, BUILDING FORM STANDARDS, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA TO ADD AN EXCEPTION TO THE PARKING SETBACK REQUIREMENTS FOR CIVIC AND INSTITUTIONAL USES IN THE DOWNTOWN CHARACTER DISTRICT.**

WHEREAS, paragraph 26-193.1A.6 of the Cedar Falls Code of Ordinances, sets forth certain standards for on-site/off-street vehicle parking and access in the Downtown Character District; and

WHEREAS, there are certain exceptions listed to the parking setback requirements within said paragraph to provide flexibility in certain circumstances and under certain conditions; and

WHEREAS, the Planning and Zoning Commission considered a request to amend this paragraph to add an exception that would allow parking to be located forward of the parking setback line for Civic and Institutional Uses in the Downtown Character District, provided certain conditions are met; and

WHEREAS, the Planning and Zoning Commission recommended denial of this request in order to better preserve the pedestrian-oriented intent of the district and to encourage downtown properties to be used primarily for active building uses; and

WHEREAS, at least a 2/3<sup>rd</sup> majority of the City Council deems it in the best interest of the community to approve the proposed amendments despite the Planning and Zoning Commission's disapproval;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, THAT:

*Section 1: Paragraph 26-193.1A.6c., On-Site/Off-Street Vehicle Parking and Access, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a new subparagraph (iii), as follows:*

- (iii). On lots owned by and used for a permitted Civic or Institutional Use, parking may be located forward of the parking setback line, provided that:
  - (a) The parking area is on a lot that contains the subject Civic or Institutional Use or directly abuts or is across the street or alley from the subject Civic or Institutional Use; and
  - (b) The parking area is set back a minimum of ten (10) feet from any streetside lot line. This streetside setback area shall be used for landscape screening and trees; screening shrubs shall be minimum 18 inches in height at planting and spaced appropriately to form at

- maturity a continuous, effective visual screen 3 to 4 feet in height to provide a buffer between the parking area and the STREET SPACE. In addition, canopy shade trees meeting the standards in Section 26-195.4F, Street Tree Specifications, shall be planted at an average spacing not greater than 50 feet on center within the streetside setback area; and
- (c) If the lot is located on a Neighborhood Small or Neighborhood Medium frontage lot or shares a common lot line with a Neighborhood Small or Neighborhood Medium frontage lot or shares a common lot line with a lot in an R-1 or R-2 District, the parking area shall be set back a minimum of 5 feet from any common lot line and screened with shrubs to form a continuous, effective visual screen as specified in paragraph (b) above; and
- (d) The parking complies with the vision triangle restrictions in Section 26-220(e)(7); and
- (e) When a principal building is constructed on the site, the building must be constructed according to the regulating plan and meet all standards and requirements, as applicable.

*Section 2: Paragraph 26-193.2F.4., Rear Lot Area, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a new paragraph c., as follows:*

- c. See also additional parking location exceptions specified in 26.193.1A.6.

*Section 3: Paragraph 26-193.4F.3., Rear Lot Area, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a new paragraph c., as follows:*

- c. See also additional parking location exceptions specified in 26.193.1A.6.

*Section 4: Paragraph 26-193.5E.3., Rear Lot Area, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a new paragraph c., as follows:*

- c. See also additional parking location exceptions specified in 26.193.1A.6.

INTRODUCED: \_\_\_\_\_ August 21, 2023 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ August 21, 2023 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

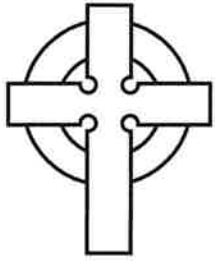
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



## **Saint Patrick Catholic Church**

**705 Main Street • Cedar Falls, Iowa 50613**

August 9, 2023

City Council Members and to Whom it May Concern,

St. Patrick Catholic Church is in support of the proposed code amendment, providing institutional and civic organizations the opportunity for strategic flexibility regarding property use.

As you are aware, St. Patrick Catholic Church acquired the property at 7<sup>th</sup> and Washington in January 2023. We have been interested in this parcel for a long time and owning this property allows for growth of our parish, whether it be to provide additional parking, some green space for our children, or the future site of a building to support the mission of our parish and school. However, the setbacks noted in the current code would significantly reduce the number of spaces for a proposed parking lot, in addition, perimeter parking screen walls referenced in the code could pose a safety issue as there would be no clear line of sight for students regularly crossing the street between the church and school. Also, the requirement referencing the need for new buildings to have a two-story building requirement would greatly reduce the feasibility to construct a potential daycare facility or other use for us on the site due to both cost and usage restrictions for young children in a two-story facility. With an amendment to the code allowing institutional and civic organizations flexibility, planning for future improvements affords a uniform feel and look to our existing campus, allows us the opportunity to enhance the safety of our students, parishioners, staff, and neighbors to our campus by alleviating the need for as much on street parking as we require today, while still complementing the current character of downtown Cedar Falls.

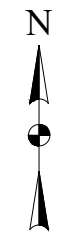
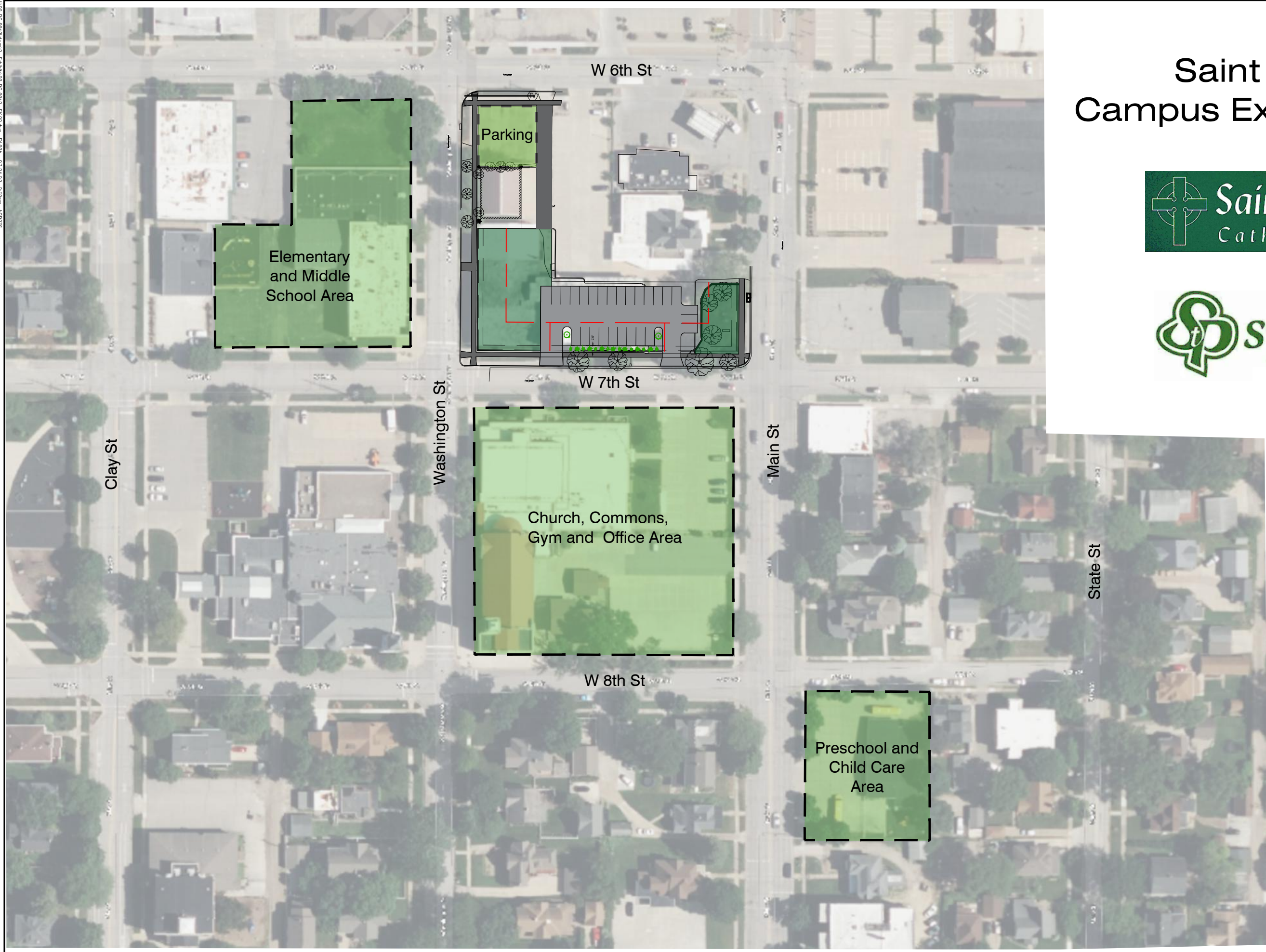
St. Patrick Catholic Church, through its mission, has supported its parishioners and the community of Cedar Falls at this location since 1856. We look forward to working with the City of Cedar Falls as we continue to build a foundation for our future.

Sincerely,

Fr. Ivan Nienhaus

Phone: 319-266-3523 Fax 319-266-2179 [www.saintpatrickcf.org](http://www.saintpatrickcf.org)

# Saint Patrick Campus Exhibit 7/24/23



SCALE 1"=100'  
0 100'

J:\23-05-0012\map8\_Emitters\23-05-0012 - EX02.dwg - BK02A - 07/24/23 - 2:58pm - AC0276





615 Main Street • P.O. Box 542 • Cedar Falls, Iowa 50613 • (319) 266-3525  
www.richardsonfuneralservice.com • richardsonfuneralservice@gmail.com  
Michael J. Sulentic • Paul H. Van Gorp • Donald J. Richardson

August 1, 2023

City of Cedar Falls

To Whom It May Concern

As a neighboring property owner to St. Patrick Catholic Church, Richardson Funeral Service is in favor of the empty lot being converted into a parking lot with future possibilities of adding a physical structure. This will enhance the neighborhood and help with the current parking issues on Saturday and Sunday. The elimination of parking on Main St. will only add to the congestion. As businesses in the downtown district, we all work together with these current issues.

Regards,

Michael J Sulentic

A handwritten signature in black ink that reads "Michael J. Sulentic". The signature is written in a cursive style with a long, sweeping underline.



**FIRST UNITED**  
METHODIST CHURCH

718 CLAY STREET CEDAR FALLS, IA 50613

Rev. Scott Keele Kober  
718 Clay St.  
Cedar Falls, IA 50613

July 27, 2023

Father Ivan Nienhaus, St. Patrick Catholic Church  
705 Main Street  
Cedar Falls, IA 50613

Subject: Support for Zoning Variance

Father Ivan,

I hope this letter finds you well. As a fellow neighbor and member of Cedar Falls community, and following a discussion I have had with our Board of Trustees Chair. I am writing to express my support for the zoning variance application that your church is submitting.

I understand that the zoning variance application seeks to address parking concerns, a common challenge in any growing community. By expanding the parking facilities, your church can not only enhance the overall safety and accessibility of its premises but also reduce the impact of parking congestion on our streets. This proactive approach to mitigating potential traffic issues demonstrates your church's commitment to being a responsible and considerate member of our neighborhood.

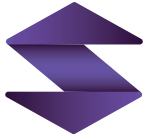
Furthermore, I am excited to learn about your plans for future childcare services within the church campus. Accessible and high-quality childcare is a pressing need for many families in our area, and your initiative to increase such services showcases your dedication to the well-being of the community.

If there is any way that I can offer additional support or if you need further endorsements from other community members, please do not hesitate to contact me.

Thank you for your dedication to making our community a better place for everyone. May you find success in your efforts to secure the zoning variance, and may Saint Patrick's congregation continue to thrive and positively impact the lives of many.

Warmest regards,

Rev. Scott Keele Kober



**STRUCTURE**  
REAL ESTATE

201 Washington Street, Cedar Falls, IA  
t. 319-260-2016  
structurecedarvalley.com

**To whom it may concern,**

**I am in favor of our city council considering some small alterations to the downtown form-based code. While those involved in the form based code did a wonderful job (in my opinion), I believe that code is not and will not be perfect for any and all situations. I don't think that an amendment to the newly adopted code should be a concern, but just that the code is imperfect and incapable of encompassing every situation. I would take the stance that institutional and educational entities and campuses should be heard when expansion to adjacent parcels is needed and possible.**

**Respectfully,**

**Brian Wingert  
Structure Real Estate, Partner  
201 Washington St  
Cedar Falls, IA**



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8606  
 Fax: 319-273-8610  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M Green and City Council  
**FROM:** Chris Sevy, AICP, Planner I  
**DATE:** August 21, 2023  
**SUBJECT:** Text Amendment – Establishment of Bicycle and Pedestrian Commission  
 (Proposed Ordinance and Bylaws)

#### INTRODUCTION

Since as far back as their 2016 annual report, one of the priority recommendations of the Bicycle and Pedestrian Advisory Committee has been to elevate the committee to a standing commission. This recommendation has been noted by the Mayor and Council and was considered at the most recent goal-setting where staff was directed to prepare the proposal for Council's formal consideration. In collaboration with different departments, with the City Attorney, and with the Bicycle and Pedestrian Advisory Committee, staff has prepared a code amendment and bylaws which are included as attachments to this memo.

#### BACKGROUND & ANALYSIS

The Bicycle and Pedestrian Advisory Committee functions as an ad hoc committee and the current iteration of the committee was initially established by Mayor Jon Crews in 2009. It has no formal bylaws and is not established by code. As such, there has been some confusion regarding appointment of members or term of membership, with some members being appointed by a Mayor without any defined term of service or formal approval by Council. In some regards, it has functioned as a volunteer committee. Since they often consider and provide recommendations relating to public interest such as infrastructure and policy, City staff has been treating them no different than a board or commission: providing staff resources, publishing agendas and minutes, meeting monthly, and generally abiding by open meeting laws. However, they are listed separate from boards or commissions on our website, and perhaps have been more akin to a task force in their official capacity.

The responsibilities and contributions of the committee have been invaluable in increasing the usability of our infrastructure and facilities over the years. The execution of these duties has also led to:

- Greater education for the community;
- Broader promotion of our excellent recreational amenities;
- Staff awareness of practical issues with facilities or infrastructure; and
- Notable improvements to our bicycle and pedestrian networks.

While the knowledge and experience of the current membership of the committee already lends credibility to their recommendations, the primary advantage to formalizing a commission is that the Mayor can recommend members, and the Council can review and appoint persons to the commission with well-defined terms of service, a proper defined scope of responsibility, and expectations typical of all who serve on our boards and commissions. The hope of the committee is to not only be made “official,” but to raise the perceived credibility of their recommendations by giving elected officials a say in the make-up of this new commission.

### PROPOSED ORDINANCE & BYLAWS

The proposed ordinance and bylaws were modeled after standard language contained in the existing ordinances and bylaws governing other boards and commissions at the City. The specific provisions meriting deeper consideration are the powers and duties granted or delegated to the Bicycle and Pedestrian Commission by Council. Each power and duty is outlined below with some brief discussion of the implications of each.

- a) *To adopt rules governing the commission's organization and procedure as may be deemed necessary.*

This is standard language which grants the right to adopt bylaws and make changes to them by vote of the commission. Bylaws cannot conflict with the ordinance or other applicable laws but in every other respect a board or commission may update or adopt bylaws that guide and govern how the board or commission operates.

- b) *To develop and provide resources and events to educate citizens and promote safety and well-being for pedestrians, cyclists, and users of other active transportation modes.*

The committee has been involved in articles for the *Courier*, articles for *Currents*, content for Channel 15, and educational events during May Bike Month and at elementary schools. The commission will be expected to continue these efforts.

- c) *To enhance the economic development of the city by promoting the practical and recreational utility of the Cedar Falls pedestrian and bicycle networks.*

The remarkable extent of our trail network has long been an important piece of attracting people to the city. In that vein, greater use by those that live here and greater discovery by those that visit has been a strong goal of the committee. The commission will be expected to continue that promotion especially with inclusion along the Great American Rail Trail and events such as the *Des Moines Register's* Annual Great Bicycle Ride Across Iowa (RAGBRAI).

- d) *To provide feedback and recommendations to the City Engineer regarding the usability and condition of current and proposed active transportation infrastructure and networks.*

This is a very practical role filled by the committee where staff is made aware of issues and problems as they arise. The committee has also played an important role in the review and refinement of planned routes for construction/reconstruction in the City's

Capital Improvements Program (CIP) and within new subdivisions as they are being considered for approval. The commission will be expected to continue that effort as solicited by City Staff for all modes of active transportation, including both walking and biking.

- e) *To review and recommend to the City policies, programs, rules, and regulations related to active transportation modes. Also identify opportunities to seek recognition on behalf of the City of Cedar Falls for the exceptional aspects of the City's active transportation network.*

The committee has provided recommendations to Staff and Council regarding how we should regulate the use of ebikes. They have also provided feedback regarding scooter companies seeking to operate in Cedar Falls. As the landscape for active transportation modes changes, so too will policies, programs, rules, and regulations. The commission will be expected to review and provide recommendations as new issues and questions arise. As for opportunities to seek recognition, they will be expected to continue the efforts in applying for our Bicycle Friendly Community status among other designations that the City may qualify for. These designations make the city more aware of common best practices and typically come with recommendations of how to improve and upgrade our status.

#### RECOMMENDATION

The Bicycle and Pedestrian Advisory Committee reviewed and discussed the proposed code language and bylaws at their August 1st meeting and unanimously requests approval of the ordinance amendment establishing the proposed commission. Once applications for the new Commission have been reviewed and members have been appointed, this will effectively dissolve the committee as currently constituted.

Attachments: Proposed Ordinance  
Proposed Bylaws

## ORDINANCE NO. 3042

### **AN ORDINANCE AMENDING ARTICLE IV, BOARDS AND COMMISSIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CREATE A NEW BICYCLE AND PEDESTRIAN COMMISSION AND ESTABLISH THE REGULATIONS AND POWERS AND DUTIES FOR SAID COMMISSION.**

WHEREAS, one of the annual priority recommendations of the Bicycle and Pedestrian Advisory Committee has long been to elevate the ad hoc committee to a standing commission; and

WHEREAS, the role of the Bicycle and Pedestrian Advisory Committee has been akin to that of other boards and commissions often considering and providing recommendations relating to public interest; and

WHEREAS, the process of appointment and term of membership for the Bicycle and Pedestrian Advisory Committee has never been codified; and

WHEREAS, the Bicycle and Pedestrian Advisory Committee has reviewed the proposed amendment and unanimously recommends approval; and

WHEREAS, the City Council deems it in the best interest of the community to create a new Bicycle and Pedestrian Commission;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, THAT:

*Section 1: Paragraph 2-277, Information to be provided to mayor and council, within Division 1, Generally, of Article IV, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a new subparagraph (19), as follows:*

(19) Bicycle and Pedestrian Commission

*Section 2: Article IV, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a new Division 7, entitled, Bicycle and Pedestrian Commission, which shall include Sections 2-460 through 2-466 (previously reserved), as follows:*

DIVISION 7. Bicycle and Pedestrian Commission

#### **Sec. 2-460. Created.**

There is hereby established in the city a bicycle and pedestrian commission.

**Sec. 2-461. Powers and duties.**

The powers and duties of the Bicycle and Pedestrian Commission are as follows:

- (a) To adopt rules governing the commission's organization and procedure as may be deemed necessary.
- (b) To develop and provide resources and events to educate citizens and promote safety and well-being for pedestrians, cyclists, and users of other active transportation modes.
- (c) To enhance the economic development of the city by promoting the practical and recreational utility of the Cedar Falls pedestrian and bicycle networks.
- (d) To provide feedback and recommendations to the City Engineer regarding the usability and condition of current and proposed active transportation infrastructure and networks.
- (e) To review and recommend to the City policies, programs, rules, and regulations related to active transportation modes. Also identify opportunities to seek recognition on behalf of the City of Cedar Falls for the exceptional aspects of the City's active transportation network.

**Sec. 2-462. Appointment of members; term of office.**

- (a) The Bicycle and Pedestrian Commission shall be comprised of seven members at least 18 years of age who shall be residents of the city.
- (b) The members shall be qualified by general knowledge or experience in matters related to active transportation.
- (c) Members shall not hold any elective position in the city.
- (d) The members shall be appointed by the mayor, subject to approval of the city council.
- (e) The term of office of the members of the Bicycle and Pedestrian Commission shall be four (4) years, however, when the Commission is initially established, terms shall be staggered so that no more than three (3) members' terms expire each year. Any vacancy occurring on the Commission shall be filled by appointment by the Mayor, with approval of the City Council, for the unexpired term.
- (f) An effort shall be made to appoint members to the commission who represent various active transportation modes, prioritizing a balance of pedestrian interests with those of cyclists, and also backgrounds representing the community at-large.

**Sec. 2-463. Compensation of commissioners.**



The Bicycle and Pedestrian Commissioners shall serve without compensation.

**Sec. 2-464. Chairperson; Vice-Chairperson**

The commission shall elect a chairperson and vice-chairperson from among its members to serve one-year terms.

**Sec. 2-465. Record of meetings**

The Bicycle and Pedestrian Commission shall keep a record of all its meetings, which record shall be permanent and kept up to date.

**Sec. 2-466. Annual report.**

After the close of the calendar year, the Bicycle and Pedestrian Commission shall make an annual report to the city council of its proceedings, the progress of its work over the prior year, and the attendance of its members.

INTRODUCED: \_\_\_\_\_ August 21, 2023 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ August 21, 2023 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

## **BY-LAWS OF THE CEDAR FALLS BICYCLE AND PEDESTRIAN COMMISSION**

### **ARTICLE I. Name**

The Cedar Falls Bicycle and Pedestrian Commission is the advisory body that works with staff and the Cedar Falls City Council to improve the experience of pedestrians and cyclists in the community.

### **ARTICLE II. Mission**

The mission of the Commission is to improve the quality of life, general health, safety, and welfare in Cedar Falls through the increased opportunity for safe walking, bicycling, and other active modes as viable means of transportation and physical and recreational activity.

### **ARTICLE III. Powers and Duties**

The powers and duties of the Bicycle and Pedestrian Commission are provided for in Section 2-455 of the Cedar Falls Code of Ordinances.

### **ARTICLE IV. Bicycle and Pedestrian Commission**

Section 1      Membership of the commission; appointment of members.

The number of members and the appointment thereof shall be as provided for in Section 2-456 of the Cedar Falls Code of Ordinances.

Section 2      Term of office of commission members.

The term of office of the members of the Bicycle and Pedestrian Commission shall be as provided for in Section 2-456 of the Cedar Falls Code of Ordinances.

Section 3      Training

From time to time, commissioners may identify training opportunities the City may consider funding. Requests shall be made in advance to the Director of Community Development or their designee and will be approved as the Community Development budget allows.

Section 4      Absence of members from commission meetings.

Regular attendance by Commission members shall be expected at all Commission meetings. Excessive absences shall be a basis for the Commission Chair to recommend to the Mayor that the seat be vacated and a new appointment be made for the unexpired term.

Excessive absences shall be more than three (3) meetings with or without excuses or explanation in a calendar year.

Section 5      Ex Officio Members.

a) Iowa Northland Regional Council of Governments shall be invited to appoint a representative of its organization to serve as an Ex Officio member of the Cedar Falls Bicycle and Pedestrian Commission.

- b) Cedar Valley Cyclists shall be invited to appoint a representative of its organization to serve as an Ex Officio member of the Cedar Falls Bicycle and Pedestrian Commission.
- c) The Cedar Valley Association for Soft Trails shall be invited to appoint a representative of its organization to serve as an Ex Officio member of the Cedar Falls Bicycle and Pedestrian Commission.
- d) The Cedar Falls School District shall be invited to appoint a representative of its organization to serve as an Ex Officio member of the Cedar Falls Bicycle and Pedestrian Commission.
- e) The Cedar Valley Bicycle Collective shall be invited to appoint a representative of its organization to serve as an Ex Officio member of the Cedar Falls Bicycle and Pedestrian Commission.
- f) Ex Officio representatives shall be appointed by their respective organizations in December, or when positions are vacant, with terms commencing the following January 1, and continuing until their successors are appointed by their respective organizations. Ex Officio members shall serve on the Bicycle and Pedestrian Commission without voting privileges.

## Section 6      Officers

- a) The officers of the Commission shall consist of a Chairperson and a Vice-Chairperson, who shall be elected at the December meeting each year, with their term of office commencing the following January 1, and continuing for one (1) year or until their successors are elected, and the Chairperson may not serve more than two terms consecutively. A nominating committee consisting of two (2) members not currently holding office shall be appointed by the Chairperson at the October meeting each year. The Committee shall report the names of its nominees for officers at the November meeting each year.
- b) The Chairperson shall preside at all meetings of the commission, work closely with City staff, be a public spokesperson for the commission and generally perform all duties associated with that office. The Chairperson is encouraged to serve two consecutive terms, particularly where they have just completed their first and only term.
- c) In the event of the absence or disability of the Chairperson, or of a vacancy in that office, the Vice-Chairperson shall assume and perform the duties and functions of the Chairperson.
- d) The Community Development Director or their designee shall be responsible for recording minutes of all meetings.

## **ARTICLE V. Meetings**

Section 1      Regular meetings of the commission shall be held monthly, generally on the first Tuesday of the month at 5:15 p.m. provided there is business to be transacted.

Section 2      Special meetings may be called by the Chairperson or at the request of four commission members during a regularly scheduled meeting, for the transaction of business as stated in the notice of the special meeting. All members shall be notified

in writing of such meetings in accordance with Section 7 of this Article. The conduct of special meetings shall follow all regular meeting requirements.

- Section 3 A quorum for the transaction of business at any meeting of the commission shall consist of a majority of all voting members of the commission, present in person, unless otherwise provided by State or local proclamation. Voting by proxy shall not be allowed.
- Section 4 Unless otherwise specified by law or these by-laws, motions may be passed by simple majority vote of the quorum.
- Section 5 Except as otherwise provided for in these By-laws, proceedings of all meetings shall be governed by the latest edition of “Robert’s Rules of Order.”
- Section 6 A record of all commission meetings and committee meetings shall be kept. Agendas and Minutes of the commission meetings shall be submitted to the Cedar Falls City Clerk to maintain public records of the commission.
- Section 7 Notice of and agenda for each commission meeting shall be given as provided by law. Notice of, and agenda for, each regular meeting of the commission, shall be emailed to each commission member at least three (3) days in advance of the date of the meeting.
- Section 8 All meetings shall be open to the public and notice thereof shall be posted as required by law, including at City Hall and on the electronic City Calendar.

#### **ARTICLE VI. Committees**

The commission shall have the authority by majority vote of the quorum to establish committees as it deems necessary from time to time to accomplish specific tasks outside of regular meetings and reviews. These tasks may include event planning and execution, community education efforts, assessment and inventory of current infrastructure, applications for community recognition, and any other applicable tasks that further the mission of the commission. These committees may be comprised of no more than three voting members of the Commission who may also solicit the help of additional persons who are not on the commission, but committees shall be comprised of at least one voting member of the commission. All members of each committee shall be appointed by the Chairperson and confirmed by majority vote of the quorum. Committees shall make recommendations to the commission for action but shall not take action themselves, except as specifically authorized by the commission.

#### **ARTICLE VII. Review of By-Laws**

Any changes to the by-laws shall require a majority vote of the entire voting membership of the board.



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** David Wicke, PE, City Engineer

**DATE:** September 5, 2023

**SUBJECT:** Updates to City Code Section 23-374 – Parking Prohibited on Specific Streets  
 And  
 Updates to City Code Section 23-379 – Limited Parking on Specific Streets

The no parking ordinance on University Avenue frontage road north of University Avenue (Dakota Street) from W. 31<sup>st</sup> Street to its westerly terminus currently exists on both the northerly and southerly sides of the street. UNI has requested to allow limited parking on the northerly side of the street. This would allow students to park on the street to attend classes held at the UNI owned house located at 8712 University Ave. (frontage road). The southerly side of the street within these same limits would remain no parking.

The Engineering Division is recommending that the current no parking that exists on the northerly side of University Avenue frontage road (Dakota Street) from 31<sup>st</sup> Street to its western terminus be allowed for a duration of two hours. This will allow students to park on the street for the duration of scheduled classes.

The Engineering Division is proposing changes to (1) City Code Section 23-374 – Parking Prohibited on Specific Streets to remove the no parking on the northerly side of the frontage road; and (2) City Code Section 23-379 – Limited Parking on Specific Streets to allow for limited parking so the code will match the proposed limits of the parking request along the frontage road. Please see the attached changes to City Code Section 23-374 – Parking Prohibited on Specific Streets and City Code Section 23-379 – Limited Parking on Specific Streets.

The Engineering Division of the Public Works Department recommends approval to set the newly defined area to allow limited on-street parking. This area is shown on the attached exhibit.

If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works

Item 10.



**Sec. 23-374. Parking prohibited on specific streets.**

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
Frontage roads along the north side of University Avenue	On both sides of said frontage road from the east curb line of Valley Park Drive east to the end of said frontage road at the entrance to the Holiday Inn Motel.
	<del>On the south side of the frontage road (Dakota Street) from the south curb line of West 31<sup>st</sup> Street (UNI Institutional Road), west to the end of said frontage road (Dakota Street). On both sides of frontage road from the west curb line of Ohio Street (UNI Institutional Road) west to the east curb line of Hudson Road.</del>
	On both sides of the frontage road along the north side of University Avenue between Main Street and Tremont Street, from the most westerly curb cut on said frontage road, west to the end of said frontage road.

(Ord. No. 2945, § 2, 6-17-2019; Ord. No. 2991, §§ 1, 2, 6-7-2021; Ord. No. 3013, § 1, 7-18-2022; Ord. No. 3017, § 1, 10-3-2022)

**Sec. 23-379. Limited parking on specific streets.**

When signs are erected giving notice thereof, no person shall park a vehicle on the following streets or portions of streets for a period longer than the time limit specified in this section.

Street	Portion Where Parking Prohibited
Frontage roads along the north side of University Avenue	On the north side of the frontage road (Dakota Street) from 35 feet southwest of the south curb line of West 31 <sup>st</sup> Street (UNI Institutional Road), west to the end of said frontage road (Dakota Street), parking shall be limited to a 2-hour period.

(Ord. No. 2962, § 1, 2-3-2020)

**ORDINANCE NO. 304339**

AN ORDINANCE (1) AMENDING SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY STRIKING THE UNNUMBERED SUBSECTION ENTITLED "FRONTAGE ROADS ALONG THE NORTH SIDE OF UNIVERSITY AVENUE" , AND ENACTING A NEW UNNUMBERED SUBSECTION OF THE SAME TITLE; AND (2) AMENDING SECTION 23-379, LIMITED PARKING ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ADDING A NEW UNNUMBERED SUBSECTION ENTITLED "FRONTAGE ROADS ALONG THE NORTH SIDE OF UNIVERSITY AVENUE" ALLOWING LIMITED PARKING ON PORTIONS OF THE FRONTAGE ROAD (DAKOTA STREET) ALONG THE NORTH SIDE OF UNIVERSITY AVENUE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. The unnumbered subsection entitled "Frontage roads along the north side of University Avenue" in Section 23-374, Parking Prohibited on Specific Streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new unnumbered subsection of the same title is enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
Frontage roads along the north side of University Avenue	<p>On both sides of said frontage road from the east curb line of Valley Park Drive east to the end of said frontage road at the entrance to the Holiday Inn Motel.</p> <p>On the south side of the frontage road (Dakota Street) from the south curb line of West 31<sup>st</sup> Street (UNI Institutional Road), west to the end of said frontage road (Dakota Street.)</p> <p>On both sides of the frontage road along the north side of University Avenue between Main Street and Tremont Street, from the most westerly curb cut on said frontage road, west to the end of said frontage road.</p>



Section 2. Section 23-379, Limited parking on specific streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by adding a new unnumbered subsection, entitled "Frontage roads along the north side of University Avenue", as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
Frontage roads along the north side of University Avenue	On the north side of the frontage road (Dakota Street) from 35 feet southwest of the south curb line of West 31 <sup>st</sup> Street (UNI Institutional Road), west to the end of said frontage road (Dakota Street), parking shall be limited to a <del>2-hour 90-minute</del> 2-hour period

INTRODUCED: \_\_\_\_\_ August ~~217~~, 2023

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_ August ~~217~~, 2023

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>rd</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

## MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

August 21, 2023

The meeting of Standing Committees met at City Hall at 5:15 p.m. on August 21, 2023, with the following Committee persons in attendance: Councilmembers present: Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Gil Schultz, and Dave Sires. Councilmembers absent: Dustin Ganfield. Staff members from all City Departments and members of the community attended in person.

### Community Development Committee:

Chair Harding called the meeting to order and introduced the first item on the Community Development Committee Agenda, Cedar Falls Economic Development Corporation and introduced Cedar Falls Economic Development Corporation Executive Director, Jim Brown. Director Brown introduced President Nook who gave an overview on the importance of the CFEDC program and its member diversity, as well as the development around the new Cedar Falls High School. Director Brown then gave an overview of the CFEDC goals, Board of Directors, developments in the area, and the housing assessment.

### Community Development Committee:

Chair Harding called the meeting to order and introduced the second item on the Community Development Committee Agenda, Bicycle & Pedestrian Advisory Committee Transition to a Commission, and introduced Chris Sevy, Planner I. Mr. Sevy gave insight into the proposed bylaws, powers and duties, and Rules of Governance. Mr. Sevy stated that the Bicycles and Pedestrian Committee reviewed and discussed the proposed code language and bylaws at their August 1<sup>st</sup> meeting and came forth unanimously with the request to approve the ordinance amendment establishing the proposed commission. Councilmembers discussed attendance of members, frequency of meetings, and proposed alternating terms. Chair Harding called for public comment. Andrew Shroll, current committee chair, spoke in support of establishing a Bicycle and Pedestrian Commission. Jack Yates spoke in favor of the proposed committee and its importance within the community.

### Community Development Committee:

Chair Harding called the meeting to order and introduced the final item on the Community Development Committee Agenda, Comprehensive Plan Review and introduced Stephanie Houk Sheetz, Director of Community Development. Director Houk Sheetz explained the difference between a comprehensive plan and future forward strategic plan and introduced Chris Sevy, Planner I. Mr. Sevy explained elements of the 2012 Comprehensive Plan that included the purpose and definition, considerations in the formulation of a Comprehensive Plan, existing conditions, visioning, and plan implementation. Mr. Sevy explained the city follows Iowa Code Chapter 18B.1 guidelines and gave an overview of locations/elements that have been implemented: University Avenue, Downtown, Arbors and Prairie Winds/West, South Main and Greenhill, Industrial Park, residential growth, Trails and Bike Plan, and College Hill. Mr. Sevy gave an update on the status of 60 actions items: 8 completed, 8 no action, and 44 ongoing items. Councilmembers questioned the adoption of the College Hill vision plan (later verified it was adopted May 3, 2021), annexation in the West, reconfiguration to a 90-degree intersection at University and Union, and enhancement of Rainbow Drive.

Meeting adjourned at 6:22 p.m.

Minutes by Shianne Bellinger, Administrative Assistant



OFFICE OF CITY ADMINISTRATOR

CITY OF CEDAR FALLS, IOWA

220 CLAY STREET  
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**TO:** Mayor Robert M. Green and City Council Members  
**FROM:** Ron Gaines, City Administrator  
**DATE:** August 28, 2023  
**SUBJECT:** Departmental Monthly Reports Submission – July 2023

Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports.

###

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



July 2023

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**FINANCE & BUSINESS OPERATIONS  
FINANCIAL SERVICES  
July 2023**

**Treasury**

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$113,857,740 invested in CD's and \$300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	3	\$14,000,000.00
CD's Purchased	4	\$11,500,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$419,268.29

**FY23 Audit**

The auditors were here July 26 to complete preliminary audit work and will return the week of September 25th to complete the final audit work. The process for financial statement reporting has begun. This will continue through August and September.

**Miscellaneous Financial Activities**

For July, 91 payroll checks and 825 direct deposits were processed. Accounts receivable were processed and 232 invoices were mailed out to customers. 1,413 transactions for accounts payable were processed and approved by the City Council for payment and 436 checks were mailed out to vendors.

## FINANCE &amp; BUSINESS OPERATIONS

## HUMAN RESOURCES

### July 2023

#### **SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES**

- Selected and assigned two online trainings to all staff: “Protected Classes: Recognizing Workplace Harassment” and “Protected Classes: Taking Action Against Harassment”
- Collaborating with Public Safety to develop a mental health program/resources
- Collaborated with various City staff to include an accessible speaker setup and additional space in the City council chambers
- Several HR staff members attended an employment law update webinar
- Communicated and distributed revisions to required employment posters to all City departments/locations
- Risk Management Committee meetings were held July 5<sup>th</sup> and 19<sup>th</sup>
- Reviewed 4 contracts/agreements for required insurance
- Review and follow-up of ten public event permits
- Completion of 2023 Annual Fire Physicals
- Recruitment/Employment tasks related to:
  - FT positions: Assistant Equipment Mechanic, City Clerk, Civil CAD/GIS Technician, Community Services Supervisor, Engineering Technician II, Librarian (Teen Services), Library Assistant (Circulation & Reference), Maintenance Worker (Refuse), Principal Engineer, Public Safety Officer, Senior Librarian, Traffic Technician, and Water Reclamation Supervisor
  - PT positions: Administrative Assistant, Code Enforcement Officer, Community Service Officer, Community Services Specialist, Content Coordinator, Education Coordinator, Laborer (Cemetery/Parks), Library Assistants (Community Center, Reference, and Youth), Maintenance Workers (Refuse), Office Assistant-Police Records, and Parking Attendant
  - Seasonal/Special Purpose/Misc. positions for Community Development, Finance & Business Operations, and Public Works departments: (Aquatics, Tourism Intern, Recreation Front Desk and Programming, Seasonal Laborers, and contracted Custodians)
  - Registration and coordination for fall engineering career fairs at Iowa State University and University of Iowa began

#### **BENEFITS & COMPENSATION**

- Effective July 1, 2023, PDCM Insurance is now serving as the City’s benefits consultant
- Staff participated in a meeting with PDCM Insurance to discuss benefit planning and open benefit items
- Staff prepared and submitted the required annual Form 720 and processed the associated PCORI fee associated with the City’s health insurance and health reimbursement account plans
- Staff communicated to employees enrolled in the City’s health insurance plan regarding newly issued Wellmark medical insurance cards
- Staff, in coordination with our benefits consultant, began gathering pharmacy reports for review and consideration of upcoming 2024 pharmacy plan renewal options
- Sent updated employee census with salary increases that took effect at beginning of the fiscal year to National Insurance Services for accurate bill processing of the City’s Long

Term Disability and Life & AD&D insurance coverage

**CIVIL SERVICE COMMISSION**

- Preparations for and follow-up to the July 12th meeting were completed
- The testing process and documents for Civil CAD/GIS Technician were finalized and forwarded to Carlson Dettmann for review and August 9<sup>th</sup> Civil Service approval
- Traffic Technician candidates were approved to be interviewed

**HUMAN RIGHTS COMMISSION**

- Preparations for and follow up to the July 10<sup>th</sup> regular commission meeting were completed
- Preparations for and coordination of individual HRC commissioner and select City staff interviews with facilitator, Aimee Viniard-Weideman, of Iowa State University Extension and Outreach



**Finance and Business Operations  
Information Systems Division  
Monthly Report July 2023**

**Summary of projects, training and staff activities**

- Continued work on a new Laserfiche Public Portal to allow our Standard Municipal Index of City Documents viewable from our website.
- O365 Implementation
  - A new GPO was created so that the Employee Intranet opens when logging into the network
  - Worked with the Public Safety on many pdfs and excel forms to be digitized.
  - Migration of files to the cloud continue.
- Our staff worked with Public Safety creating an RFP for body worn and car camera replacements.
- Our staff worked with Berry Dunn and contraction negotiations on the new finance system.
- Mercy One will be housing their ambulance at our Public Safety Center so prep work for fax machines and internet capabilities for their staff.
- New Door Access Control System
  - Work continues on the Fire Station at 18<sup>th</sup> and Main and the Recreation Center.

**Software Purchase/Installation/Upgrade Activities**

- 38 software installations for 9 different departments
- Installed 8 new software for 5 departments

**Equipment Purchase/Installation/Upgrade Activities/Repairs**

- 32 new pieces of equipment purchased for 7 different departments
- 18 new equipment installations for 4 different departments

**Problem Resolution Activities & Assistance Activities**

- 74 problem resolution or assistant activities took place for 9 different departments

**Graphic Design Activities**

- **Hearst Center:** concert poster, FTRS poster, fall brochure set up, event postcards,
- **Tourism:** sticker, rack card, mascot diagram
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, misc changes to images and files, public meeting postcard, Currents distribution, NNO promo, help with Fire PPT, local option sales materials, K9 designs, recruitment flier updates

**Channel 15 Programming Activities**

- Cable TV Summary of projects
  - This month we produced 4 public meetings and produced 2 new studio shows
  - Cleaned and re-organized camera equipment and cables after rainy Sturgis Falls weekend.
  - Continued testing CFU TV app for Firestick TV apps and Androids.
- Drone Flights

- Industrial Park Land Expansion
- 27th Street Road Construction
- Downtown Cedar Falls from Island Park
- New Cedar Falls High School Football Stadium
- Center Street Corridor Streetscape project
- Falls Aquatic Center
- UNI Water Tower
- Main Street Construction
- Pettersen Plaza & Olive Street Construction
- Public Safety Youth Fire Academy

### **Geographical Information Systems (GIS) Activities**

- GIS Summary of projects
  - Coordinated with parking on the latest parking counts
  - Attended municipal budgeting training
  - Continued reviewing and updating all easements
  - Began converting all setback data
  - Coordinated with engineering and planning to provide documents to IDNR for stormwater reporting
  - Coordinated with fire to provide their vendor with data for sprinkler system inspections
  - Met with admin and finance to provide exhibits and maps for TIF presentation
  - Imported multiple files for Engineering for stormwater study
  - Assisted HR with a review of qualifications for a job classification
  - Began converting web applications of to the new GIS portal
  - Upgraded and patched gis server software and applications
- Completed 8 web and database projects for 5 departments
- Completed 5 different data requests for 4 entities
- Provided 53 maps for different 4 departments.
- Created 7 new addresses

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
July 2023**

**REPORT FROM SWISHER & COHRT – SAM ANDERSON:**

**Traffic Court:**

City Cases Filed: 162 (this number includes both City and State tickets)

Cases Set: 9 (Traffic) 0 (Code Enforcement)

Trials Held: 0 (Traffic) 0 (Code Enforcement)

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, revise, drafting or advice on 10 agreements
- Advise on right-of-way abandonment
- Research and advice on franchises in the City
- Draft cemetery ordinances

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
JULY 2023**

**Public Records Activity**

Staff prepared agendas, minutes, and electronic packets for one Regular City Council meeting and one Standing Council Committee meeting, one Planning & Zoning Commission meeting, and one Technical Review meeting. Meeting follow-up communications, minutes and legal documents were drafted, processed, recorded, and filed.

Responded to eight (8) requests for public records.

**Licenses / Permits Processed & Issued**

- 30 Pet licenses
- 13 Annual Paw Park permits
- 0 Poultry licenses
- 9 Public Event permits
- 0 Sidewalk Café permits
- 0 Table & Chairs permits
- 5 Mobile Merchant permits
- 0 Tree Trimmer Licenses
- 3 Dumpster Permits
- 0 Cemetery Interment Rights
- 13 Liquor licenses and beer/wine permits
- 0 Tobacco/Nicotine permit

The unemployment rates for the month of June 2023 were 3.1% for the Waterloo-Cedar Falls Metropolitan Area, 2.7% in Iowa, and 3.8% in the U.S.

Staff assisted in providing information to State officials for an audit of the City cemeteries.

Management/supervisory staff attended in-house Preventing and Stopping Harassment and Avoiding Discrimination in Employment Decisions training. All other staff attended in-house Taking Action Against Harassment and Recognizing Workplace Harassment training.

Reviewed application materials, interviewed candidates, and hired a part-time administrative assistant to fill a vacant position.

Staff attended both the Iowa Municipal Professionals Institute and the Iowa Municipal Professionals Academy in Ames.

**Parking Activity**

Reviewed application materials, interviewed candidates, and hired a part-time parking attendant to fill a vacant position.

Presented to the City Council, information and options for longer term parking in the municipal parking lot permits for residents in the downtown area.

Drafted and posted request for proposals for a downtown parking feasibility study for a potential parking facility.

Enforcement

519 Parking citations issued.  
\$ 5,391.00 Citations paid.

Collection Efforts

\$ 475.00 Collections from delinquent parking accounts.  
\$ 200.00 Vehicle immobilizations (4 vehicles).

Permits

\$ 3,236.00 Parking permits issued (37).

Meter Collections

\$ 0.00 Paid parking.

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
JULY 2023**

**Library Activity**

<b>Usage Statistics</b>	<b>May 2023</b>	<b>June 2023</b>	<b>June 2022</b>
<b>Customer Count</b>	13,935	17,867	16,450
<b>Circulation</b>	32,455	41,818	41,804
<b>Event Attendance</b>	1,608	4,073	4,085

Special events in July included the following:

- Creative Writing Workshop for Adults with Kirstey Ewald, co-director of the Iowa Writing Project
- Little Engineers, youth STEM program
- Youth talent show
- Teen solar oven s'mores program

**Community Center Activity**

Programs at the Community Center included Wednesday walking club, Crafts with Tessa, line dancing, cards, billiards, senior fitness classes, live music, ceramics, and a community blood drive with the Red Cross. Rentals in July included a family reunion, and a co-op member meeting.

City of Cedar Falls  
 Community Development  
 Inspection Services Division  
 Monthly Jul-23

Total for Month \$3,500,291.00  
 Total for Fiscal Year \$3,500,291.00  
 Total Same Month - LAST YEAR \$3,842,248.00  
 Total for Fiscal Year - LAST YEAR \$3,842,248.00

Construction Type	Monthly Summary						Yearly Summary					
	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-Inspection Fees	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-Inspection Fees
Single Family New Construction	7	0	\$2,004,629.00	\$14,427.25	\$0.00	\$0.00	7	0	\$2,004,629.00	\$14,427.25	\$0.00	\$0.00
Multi-Family New Construction												
Res Additions and Alterations	80	0	\$1,102,734.00	\$18,710.25	\$0.00	\$0.00	80	0	\$1,102,734.00	\$18,710.25	\$0.00	\$0.00
Res Garages	5	0	\$69,109.00	\$1,193.00	\$0.00	\$0.00	5	0	\$69,109.00	\$1,193.00	\$0.00	\$0.00
Commercial/Industrial New Construction												
Commercial/Industrial Additions and Alterations	9	0	\$248,819.00	\$3,151.60	\$0.00	\$0.00	9	0	\$248,819.00	\$3,151.60	\$0.00	\$0.00
Commercial/Industrial Garages												
Churches												
Institutional, Schools, Public, and Utility	1	0	\$75,000.00	\$0.00	\$0.00	\$0.00	1	0	\$75,000.00	\$0.00	\$0.00	\$0.00
Agricultural/Vacant												
Plan Review	7	0	\$0.00	\$1,832.00	\$0.00	\$0.00	7	0	\$0.00	\$1,832.00	\$0.00	\$0.00
<b>Total</b>	<b>109</b>	<b>0</b>	<b>\$3,500,291.00</b>	<b>\$39,314.10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>109</b>	<b>0</b>	<b>\$3,500,291.00</b>	<b>\$39,314.10</b>	<b>\$0.00</b>	<b>\$0.00</b>

City of Cedar Falls  
 Community Development  
 Inspection Services Division  
 Monthly Report for:

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Licenses	Valuations	Fees	Issued	Dwelling Licenses	Valuations	Fees
Electrical	56	0	\$0.00	\$3,673.80	56	0	\$0.00	\$3,673.80
Mechanical	112	0	\$0.00	\$9,880.00	112	0	\$0.00	\$9,880.00
Plumbing	56	0	\$0.00	\$4,380.50	56	0	\$0.00	\$4,380.50
Refrigeration								
<b>Total</b>	<b>224</b>			<b>\$17,934.30</b>	<b>224</b>			<b>\$17,934.30</b>

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Licenses	Valuations	Fees	Issued	Dwelling Licenses	Valuations	Fees
Electrical	3	0	\$0.00	\$450.00	3	0	\$0.00	\$450.00
Mechanical								
Plumbing								
Refrigeration								
<b>Total</b>	<b>3</b>			<b>\$450.00</b>	<b>3</b>			<b>\$450.00</b>
<b>Building Totals</b>	<b>109</b>	<b>0</b>	<b>\$3,500,291.00</b>	<b>\$39,314.10</b>	<b>109</b>	<b>0</b>	<b>\$3,500,291.00</b>	<b>\$39,314.10</b>
<b>Grand Total</b>	<b>336</b>	<b>0</b>	<b>\$3,500,291.00</b>	<b>\$57,698.40</b>	<b>336</b>	<b>0</b>	<b>\$3,500,291.00</b>	<b>\$57,698.40</b>



**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
July 2023**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – A meeting was held on July 26.

<b>No Meeting was held July 12, 2023</b>			
<b>July 26, 2023 Meeting</b>			
<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
BKND, Inc. Owner; CGA Engineering, Engineer	RP Master Plan Amendment – Autumn Ridge Development (MP23-002)	Discuss and continue to a later meeting	Discussed and continued to September 13th meeting
BKND, Inc. Owner; CGA Engineering, Engineer	Preliminary Plat – Autumn Ridge 9th and 11th Additions (PP23-001)	Discuss and continue to a later meeting	Discussed and continued to September 13th meeting
David Nicol Owner; CGA Engineering, Engineer	Preliminary Plat – Ashworth North Subdivision (PP23-002)	Recommend Approval	Recommend Approval
Cedar Falls City Council	Zoning Code Text Amendment – On-Street Parking as Shared Parking (TA23-004)	Introduction and Discussion	Discussed and set public hearing for August 9th

**Group Rental Committee** – Meetings were held on July 5 and July 18

<b>Address</b>	<b>Units</b>	<b>Owner</b>	<b>Requested Occupancy</b>	<b>Approved for</b>	<b>GRC</b>	<b>BRHA</b>
112 E 11th	1	Derick Rogers	3 adults	2 adults	7/5/2023	NA
1019 W 9th	1	Derick Rogers	3 adults	3 adults	7/5/2023	NA
1222 W 20th	2	Aaron and Jolene Carolan	8 adults (4 and 4)	8 adults (4 and 4)	7/5/2023	NA
1509 Tremont	1	Jeff Coover	3 adults	3 adults	7/5/2023	
2521 Walnut	7	Mike Geisler	9 adults	Need more information to process	7/5/2023	NA
4818 Algonquin	1	SRE Holdings LLC	3 adults	2 adults	7/5/2023	NA

221 Franklin	4	Germaine Ndoutoume	4 adults (1/unit)	Need more information to process	7/18/2023	NA
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**Board of Rental Housing Appeals** – Board of Rental Housing Appeals met on July 17, 2023, to review 2824 Cottage Row Road request for 12 adults. The Board of Rental Housing Appeals held the Group Rental Committee decision of 4 adults.

**Board of Adjustment** – No meeting was held.

**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	N/A	No meeting was held in the month of July.
College Hill Partnership	N/A	No meeting was held in July
Historic Preservation Commission	7/11/23	Tim Kuhlmann from Cedar Valley Historic Society attended the meeting and thanked the commission for their impressive educational tour events. Tim asked the commission to may be present a project or two to the Cedar Valley Historic Society, on behalf of Cedar Falls. The Commission brainstormed for possible new educational event including planning something in North Cedar and area around Overman Park. Commission and staff also discussed the possibility of making website updates to provide easier access to digital resources and sharing historic preservation resources with public.
Housing Commission	7/19/23	Jamie Castle, Building Official, presented to the Housing Commission on which codes the City has adopted, why those are picked, who involved in the building code adoption process, and coordination the City has with the City of Waterloo. She answered questions the Commission had for her. They also talked about what they want to discuss in the next two meetings.
Community Main Street Design Committee		No meeting was held in the month of July.
North Cedar Neighborhood Association (NCNA)	7/10/23	The NCNA invited Maria Perez, Stormwater Specialist and she presented how the stormwater swells work and how native plants are helpful. NCNA also invited Fire Chief John Zolondek to introduce himself. He provided his background and goals he has for

Public Safety, which included starting regularly scheduled CRP training and summer camp for kids. Public Safety Director Berte explained that the City had a consultant study the calls and locations of where calls are coming from. From that study, the consultants found a few locations on where a new fire station would be located to serve majority of the city within 4 to 5 minutes. Director Berte also shared that 90% of the calls the city receives are south of 1<sup>st</sup> Street. I

Parking Tech Committee

No meeting was held in the month of July.

### **LAND USE INQUIRIES AND PERMITTING**

- 299 general inquiries, including walk-ins, and staff responses with information/assistance.
- 73 land use permits were issued.

### **OTHER PROJECTS FOR JULY INCLUDED:**

- The Bicycle and Pedestrian Advisory Committee has requested to become an official board or commission. Staff is preparing bylaws and a text amendment for formal consideration.
- Ongoing effort to address enforcement of rental paving ordinance.
- Working on the Major Thoroughfare Plan and related street standards and associated subdivision code street connectivity standards
- Various enforcement actions related to zoning and rental code violations.
- Continuing work on Council referrals related to new downtown zoning.

### **ECONOMIC DEVELOPMENT:**

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with an existing Cedar Falls business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Participated in a phone call with a European company looking to locate in the United States.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Met with a local business owner regarding a potential business expansion in Cedar Falls.
- Met with a local developer regarding project updates in Cedar Falls.
- Began drafting legal documents for a new industrial park project to be located within the West Viking Road Industrial Park.
- Prepared a development agreement for a proposed project in the West Viking Road Industrial Park.

### **CDBG**

- Work with INRCOG on administering the funds for projects and services agencies based on the Annual Action Plan – sidewalk infill project on Walnut Street, housing rehab, neighborhood tree planting.

- City Council approved the FY24 Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Work with Waterloo on HOME allocations and additional funding through ARP.
- Continue to work on next 5-year Consolidated Plan, partnering with Waterloo as a consortium, as required by HUD. The two City's published a Request for Qualifications for the Consolidated Plan.

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	<b>686</b>	<b>Rent Subsidies (HAP payments)</b>	<b>\$93,638</b>
<b>New Applications Taken</b>	<b>37</b>	<b>Utility Payments</b>	<b>\$ 1,657</b>
<b>Units under Contract</b>	<b>179</b>	<b>Admin Fees</b>	<b>\$ 15,126</b>
<b>Initial Vouchers Issued</b>	<b>7</b>	<b>Pulled from Waitlist</b>	<b>0</b>
<b>Current Open Vouchers</b>	<b>28</b>	<b>Top of List Letters currently out</b>	<b>4</b>
<b>New Admissions</b>	<b>4</b>	<b>Lease Up Goal</b>	<b>220</b>

**Ongoing**

- All active files have been scanned. Continuing to scan in terminated files.
- Added new landlords
- Continuing to issue new vouchers/pulling from waitlist

**ADD A DOLLAR REPORT**

There were 4 applications received for utility assistance in July for a total of \$1,209.43 paid out. There was a balance of \$55,032.62 left as of July 31, 2023.

## RECREATION & COMMUNITY PROGRAMS Monthly Report for July

### Administrative:

- Rec center staff updated the Parks Directory.
- Supervisor Staff completed power loss emergency procedure.
- Worked with the Parks/Public Works Division to establish a policy for electricity use in our park shelter rentals.
- The Park and Rec Commission had its monthly meeting at Bess Streefer Park.
- Veteran Park Bricks were installed by the Parks/Public Works Division.
- Completed uniform and staff shirt order for the year.
- Continued assisting Fitness Coordinator, during return from maternity leave.

Rec & Fitness Center	June	July
Rec Center Daily Admission	\$2,439.17	\$3,439.20
Rec Memberships Sold	\$19,201.11	\$23,581.06
Daily Member Check In	8,110	7,536
Beach House Reservations	7	11
Shelter Reservations	106	74

### Aquatics:

- The annual Summer Sizzler swim meet was held at the Falls Aquatic Center July 6 through 9 bringing over 560 athletes and their families to the community.
- The Falls Aquatic Center was nominated as one of the best places to work in the summer for the Waterloo Courier’s Best of the Best 2023.
- Swim Lessons concluded in July after serving 1,128 youth over three sessions of lessons.
- Water walking has stayed steady with around 80 people in the morning and 60 at night.

Participation	2023 Indoor	2022 Indoor	2023 Falls	2022 Falls
Swim Passes Sold	0	0	186	33
Open Recreational Swimming/Lap Swimming	165	173	33,449	31,575
Aquatic Program Usage (swim clubs, lessons, lifeguarding, training)	2,625	2,717	8,073	6,838

**Recreation Programs:**

- We had 352 hours of ballfield usage this month.
- Summer Youth programs continued.
- Registration for fall programs started.

<b>Program</b>	<b>Enrolled/ est. team members</b>	<b>Meetings /Games</b>	<b>2023 Contacts</b>	<b>2022 Contacts</b>
Camp Cedar Falls	1,440	daily	2,013	1,919
Adult Bags League	8 teams	3	24	24
Adult Pickleball League	36 teams	4	204	0
Mens Softball League	12 per team	58	696	432
Mixed Softball League	12 per team	32	384	384
Church Softball League	12 per team	32	384	216
Tennis Lessons	154	6	844	961
Am T-Ball Programs	77	6	470	572
Youth Rugby	9	6	54	NA

**Fitness/Wellness:**

- Outdoor fitness classes were offered at the Plaza including four yoga classes and one dance fitness class serving close to 200 community members.
- The multi purpose room flooring was covered with a luxury vinyl tile giving the inside yoga and Pilates classes a fresh new look.

<b>Fitness/ Wellness</b>	<b>2023 Participation</b>	<b>2022 Participation</b>
Fitness Classes Offered	180	168
Fitness Class Attendance	2,000	1,542
Personal Training Sessions	134	89
Massages:	64	67
Child Care	52	42
Facility Rentals	8	4

## CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report – June 2023



### MEETINGS/CONVENTIONS/SPORTS/GROUPS

- Cedar Falls hosted the BLAST Summer Sizzler, Iowa Shrine Bowl (grant funded), ISTA Iowa State Trap Shoot and more for an estimated economic impact of over \$642,498 for July events that had bureau engagement.
- Secured four new meetings/events for 2024.
- Generated one new lead and submitted three proposals for potential future events.
- Promoted upcoming events at the Oster Regent Theatre via social media interview on “The Hot Seat.”
- Worked on a meeting venue video.

### LEISURE

- Attended RAGBRAI Expo promoting Cedar Falls and the trails, shared booth expense with Butler-Grundy County. Bike Iowa used extra Cedar Falls materials for daily stops throughout the state.
- Hosted travel influencer, Des Moines Parent, to highlight family friendly activities in Cedar Falls.
- Worked with new digital ad agency on fall/winter campaigns.
- Began work on the 2024 Cedar Falls Visitor Guide, contracted with designer, gathering new photos, etc.
- Exhibited at UNI Visit Days Browsing Fairs.



RAGBRAI Expo in Sioux City

### COLLABORATION

- Attended Iowa Travel Industry Partners and Travel Iowa virtual meetings.
- Attended Cedar Valley Sports Commission Executive Committee Meeting.
- Assisted with Sturgis Falls Kids Parade, had representation in Sturgis parade, assisted with emceeding at Overman Park during Sturgis Falls Celebration.
- Attended CV Trails Partnership meetings.
- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.

	July 2023	July 2022
Visitor Center Traffic	473	498
Website Traffic + CV365.com	11,907	9,607
Facebook	10,747	9,815
Instagram	2,615	2,250
LinkedIn	681	442
Visitor Guide Distribution	899	1,140
Ad Campaign Impressions	n/a	n/a
Volunteer Hours	30	54

## CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | July 2023

Cory Hurless (she/her), Cultural Programs Supervisor



Theatre Camp, Community Center Outreach art paint-a-long, Artisans in the Garden (participants at the Spinners & Weavers station)

### HEARST HIGHLIGHTS

- Four Party on the Patio events were held in July. Two of them were held inside due to challenging weather. **The average attendance was 80+ people per event.**
- The third annual Artisans in the Garden and Summer Expo was held on July 16<sup>th</sup>. There were **12 vendors and 4 artisan hands on crafting events.** We also had live music during the event, with an estimate of **200+ people in attendance.**
- Held a new acquisition reception on July 30 for the Ruth Hardinger Diptych in the small gallery, there were **54 in attendance.**
- The **Art of Science** camp took place July 10-14, in partnership with the UNI Biology department.
- July 24-28 was the **Theatre Camp**, partnering with the CF Library for puppets 101 instruction, the end of the week drew camp to a close with a performance to camper's parents taken place in Mae Latta hall on Friday the 28<sup>th</sup>.
- The Hearst also partnered with the Rec Center for **CAMP CF**, to provide art activities to day campers.
- Pottery on the Patio continued in July with full registration, along with Wheel Throwing Session I, Lino Printmaking also started up in July.
- Outreach in June took place for Northstar and the Community Center, including the **Northstar Duck Race Event** on Saturday July 29, providing art activities to **over 100 participants.**
- The Hearst seasonal brochures received a design facelift in July, with the newly designed Fall 2023 brochure sent out at the end of the month.



## Hearst By The Numbers

Hearst Center for the Arts Activity Report - Cultural Division FY24	
	July
<b>OVERALL ATTENDANCE</b>	
# of Days Open to Public	27
<b>Door Counter + any virtual events</b>	<b>1574</b>
Sculpture Garden (est.)	375
Average visits per day	72.19
<b>FREE SERVICES - ATTENDANCE DETAIL</b>	
Exhibition (walk-in)	284
Special Events (lectures, concerts, film, performance, free workshops)	206
Regular Monthly Public Programs (Final Thursday, Mid-day Melodies,)	328
Community Meetings (ACB, Friends, etc.)	22
Thursday Painters + Majong	115
Tours	0
<b>Total Free Services Attendance</b>	<b>955</b>
<b>OUTREACH &amp; VOLUNTEER SVC.</b>	
Volunteers (total number)	6
Volunteer Hours	30.5
Offsite Outreach Attendance	64
<b>PAID SERVICES - ATTENDANCE DETAIL</b>	
Family Workshops	0
Youth Classes	0
Adult Classes	72
Messy Mornings	0
Camps	522
Birthday Parties	0
Rentals	0
Ceramics Lab	20
<b>Total Paid Services Attendance</b>	<b>614</b>
<b>MEMBERSHIPS</b>	
Total Friends Memberships	258
New/Renewed this month	8
<b>Total Revenue from New Memberships</b>	<b>\$450</b>
<b>DIGITAL TRAFFIC</b>	
E-News Subscriptions	1,063
Newsletter click throughs	29
Facebook Followers	3,366
Instagram Followers	1,158
Web views	1,133
<b>PRESS, # OF OCCURENCES</b>	
Newspaper article	1
Radio interviews	0
Press Releases	0
Social Media Paid ads	6

## ENGINEERING DIVISION

Type	Project No.	Project	Description	Status	Budget	Contractor/ Developer
Alley/Storm Water	RC-000-3298	2023 Alley Reconstruction	Reconstruction	Active	\$256,640.00	Engineering Division
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Active	\$1,160,000	PCI/AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Active	\$6,300,000	PCI/Riverwise
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Active	\$800,000	PCI/WRF/ Snyder
Streets	SC-000-3311	2023 Seal Coat	Resurfacing	Active	\$200,000	Engineering Division
Streets	RC-000-3299	2023 Street Construction	Reconstruction	Active	\$2,664,000.00	PCI
Streets	CP-197-3244	Ashworth Drive Extension	New Construction	Active		Engineering Division
Streets	RC-000-3171	Cedar Heights Drive Recon.	Street Repair	Active	\$6,000,000	Snyder
Streets	RC-092-3271	Cedar Heights Area Reconstruction Phase 1A	Reconstruction	Active	\$3,400,000	AECOM
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Active	\$3,400,000	Shive Hattery
Streets	RC-000-3283	Main Street Reconstruction	Reconstruction	Active	\$29,900,000.00	PCI
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Active	TBD	AECOM
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Active	\$8,700,000	Snyder
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Design	TBD	Snyder
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Final Out Remains	\$510,299	Engineering Division/Snyder
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Final Out Remains	\$49,143.69	Iowa Flatworks
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out Remains	\$107,500	Engineering Division Benton's
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Streets	RC-000-3272	2021 Street Construction	Street Repair	Final Out Remains	\$4,030,000.00	Engineering Division PCI
Streets	RC-000-3230	2022 Street Construction	Street Repair	Final Out Remains	\$3,266,000.00	Engineering Division PCI
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	Engineering Division Snyder & Associates
Alley/Storm Water	RC-000-3268	2022 Alley Reconstruction	Reconstruction	Final out Remains	\$508,133.06	Engineering Division Owen Contracting
Sidewalk	SW-000-3301	2023 Sidewalk Assessment	Sidewalks & Trails	PSE	TBD	Engineering Division
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Punch List Remains	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Punch List Remains	\$2,450,000	Snyder K. Cunningham
Streets	MC-000-3206	Center Street Street Scape	Recon	Punch List Remains	TBD	Engineering Division Foth

## ENGINEERING DIVISION

<b>Project No.</b>	<b>Project Title</b>	<b>Description</b>	<b>Status</b>	<b>Budget</b>	<b>Contractor/ Developer</b>
TBD	Arbors Fifth Addition	New Subdivision	Construction Plan Review	-----	Skogman/CGA
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
TBD	West Fork Crossings	New Subdivision	Construction Underway	-----	ISG
SU-217-3193	Western Homes 10th Addition	New Subdivision	Construction Underway	-----	Claassen/Western Homes
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-445-3021	Greenhill Village Estates	New Subdivision	Maintenance Bond	-----	Nelson Construction & Development
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 1st Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 2nd Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-454-3257	Wild Horse 6th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA

## ENGINEERING DIVISION

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
<b>918 Viking Road</b>	918 Viking Road	Approved	-----	Dahlstrom	Active
<b>Community United Child Care</b>	Nordic Drive	Approved	Approved	CUCCC	Active
<b>D&amp;D Midwest Investments</b>	5630 Westminster Drive	Approved	Approved	VJ	Active
<b>Creekside Condos</b>	Cedar Heights/Valley High	Approved	Approved	Larson/Fehr Graham	Active
<b>High School</b>	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
<b>McWing Storage Units</b>	3015/3035 Capital Way	Approved	Approved	Owner	Active
<b>Midway Drive Storage Units</b>	3717 Midway Drive	Approved	-----	Owner/VJ	Active
<b>Pinnacle Prairie Senior Living</b>	Prairie Parkway	Approved	Approved	Nelson/Axiom	Active
<b>River Rec Area</b>	Cedar River	Approved	-----	City of Cedar Falls	Pending Start
<b>The Cove at Spruce Hills</b>	Spruce Hills Dr	Approved	-----	Owner/Snyder	Active
<b>Veridian Credit Union</b>	Brandilynn Boulevard	Approved	-----	Veridian	Active

# Department of Public Works

## Operations and Maintenance Division

### Monthly Report for July 2023

#### Streets Section:

- Street sweeping took place during the month utilizing two sweeping units.
- The annual crack sealing program is underway focusing on asphalt streets
- Permanent repairs of Seven (7) utility repair cuts were performed
- Performed several sanitary and storm sewer structure and street panel repairs
- Assisted with trail repairs throughout the recreational trail system

#### Traffic Operations:

- 321 traffic control signs and labels were repaired or replaced
- 24 signal repairs were conducted throughout the month
- Replacement of faded signs was conducted.
- Installed QR codes on trail signs throughout the City's trail system
- Painting of pavement markings and parking lot stalls took place throughout the month

#### Fleet Maintenance:

- 1,116 transactions were recorded through the City's fuel dispensing sites
- Used 14,797 gallons of fuel 6,567 ethanol, 7,930 diesel)
- 121 work orders were processed through the fleet section for the month

#### Public Buildings:

- Completed various repairs and maintenance throughout public buildings.
- Exterior repairs and siding replacement took place at Visitors & Tourism Building
- Interior modifications were made to the Public Safety Building

#### Parks:

- Installed memorial benches on College Hill
- Completed 9 basket disc golf course at Island Park
- Refurbished restroom at Island Park
- Repaired fishing dock at Prairie Lakes Park
- Performed routine park inspection and maintenance including trail repairs and sweeping

#### Cemetery:

- Performed nineteen (19) interments; Eight (8) at Greenwood Cemetery, eight (8) at Fairview Cemetery, and three (3) at Hillside Cemetery
- Spaces sold; Three (3) at Greenwood Cemetery, one (1) at Fairview Cemetery one (1) at Hillside Cemetery

#### Refuse:

- 601 tons of residential solid waste was collected. 467 three-yard container dumps were recorded. Crews responded to 134 residential bulk item collections
- Crews collected 101.7 tons of yard waste from curbside collection
- The Transfer Station hauled 60 loads of solid waste to the Black Hawk County Landfill totaling 986 tons.
- A total of 172 tons of household recyclable material was collected for the month.
- 51 tons of e-waste, scrap metal, tires and appliances were diverted from the waste stream and recycled.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION DIVISION  
MONTHLY REPORT - JULY 2023

### PLANT OPERATIONS

Plant performance was again very good for the month. All daily effluent discharges met permit requirements. The average daily flow to the treatment plant was 3.60 million gallons per day (MGD), below last year's average daily flow of 4.81 MGD and the five-year July average of 5.28 MGD. This is due to the below average rainfall received in July, greatly reducing inflow and infiltration issues.

### PROJECTS

The annual diffuser performance report was submitted to the Iowa DNR on July 25<sup>th</sup>. This is an annual report required by our NPDES permit. This year's report showed all ports of the diffuser open as designed allowing our effluent wastewater to be thoroughly mixed into the main channel of the Cedar River.

### BIOSOLIDS

248,000 gallons of biosolids were processed and dried for fall field application. 144,000 gallons of biosolids were applied to area farm fields as a fertilizer and soil conditioner.

There were 3.48 tons of inorganic material hauled to the landfill for disposal.

### SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

There was one call from a resident concerning a sanitary sewer problem which was determined to be an issue with the homeowner's private service line.

We received three after-hours lift station calls which were quickly resolved.

Crews cleaned 4.13 miles of sanitary sewer lines and televised 0.49 miles in July. The sewer cleaning mileage is a significant increase over last year's 1.40 miles and the five-year average of 2.82 miles. The TV Van was repaired in July and televised just over the five-year average of 0.43 miles for the month.

Crews processed 443 requests to locate sewers in construction areas for the Iowa One Call system. 90 were pertinent and required a field locate.

### INDUSTRIAL PRETREATMENT

All pretreatment industries are required to submit biannual compliance reports by the 25<sup>th</sup> of July each year. All reports were submitted on time with no violations found upon document review.

### STAFF and TRAINING

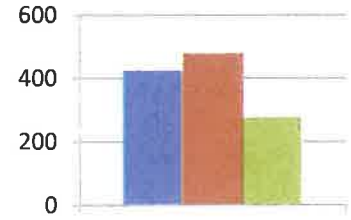
A WRF staff meeting was held on the 26<sup>th</sup>. Confined Space and Lockout/Tagout safety trainings were conducted along with a division update.

There remains one WRF Supervisor position and one Operator opening within the division.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
JULY 2023**

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	425	479	276	1180
Traffic Stops	97	164	344	605
Arrests	14	25	36	75
Accidents	31	29	1	61

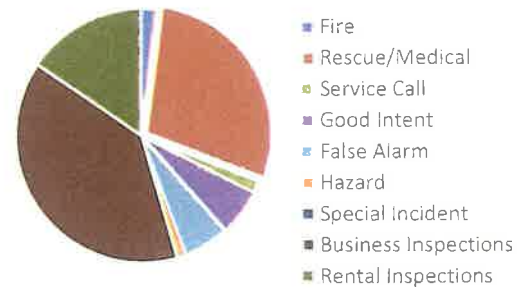


**CEDAR FALLS FIRE**

Fire Calls For Service Statistics

Fire	10
Rescue/Medical	143
Service Call	8
Good Intent	30
False Alarm/Call	29
Special Incident	0
Hazardous Condition/Spec	6
Business Occupancy Inspections	194
Rental/Residential Inspections	58

Fire Calls For Service



**POLICE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Group A Serious Crimes	106	93	133	117	120	129	99					
Group B Other Crimes	60	82	89	84	70	69	84					
Traffic Accidents	117	91	76	74	93	91	75					
Other Calls	1470	1486	1874	1753	1341	1350	1552					
CFS Totals	1753	1752	2172	2028	1624	1639	1810					

Type of Incident (per year)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Group A Serious Crimes	1468	1469	1702	1467	1437	1407	1681	1548	
Group B Other Crimes	674	579	613	683	661	565	745	741	
Traffic Accidents	734	790	720	774	613	228	1030	1231	
Other Calls	13,828	12,573	13,244	13,936	14,819	14,590	15,856	16,631	
CFS Totals	16,704	15,411	16,279	16,860	17,530	16,790	19,312	19,917	

**FIRE RESCUE CALLS FOR SERVICE**

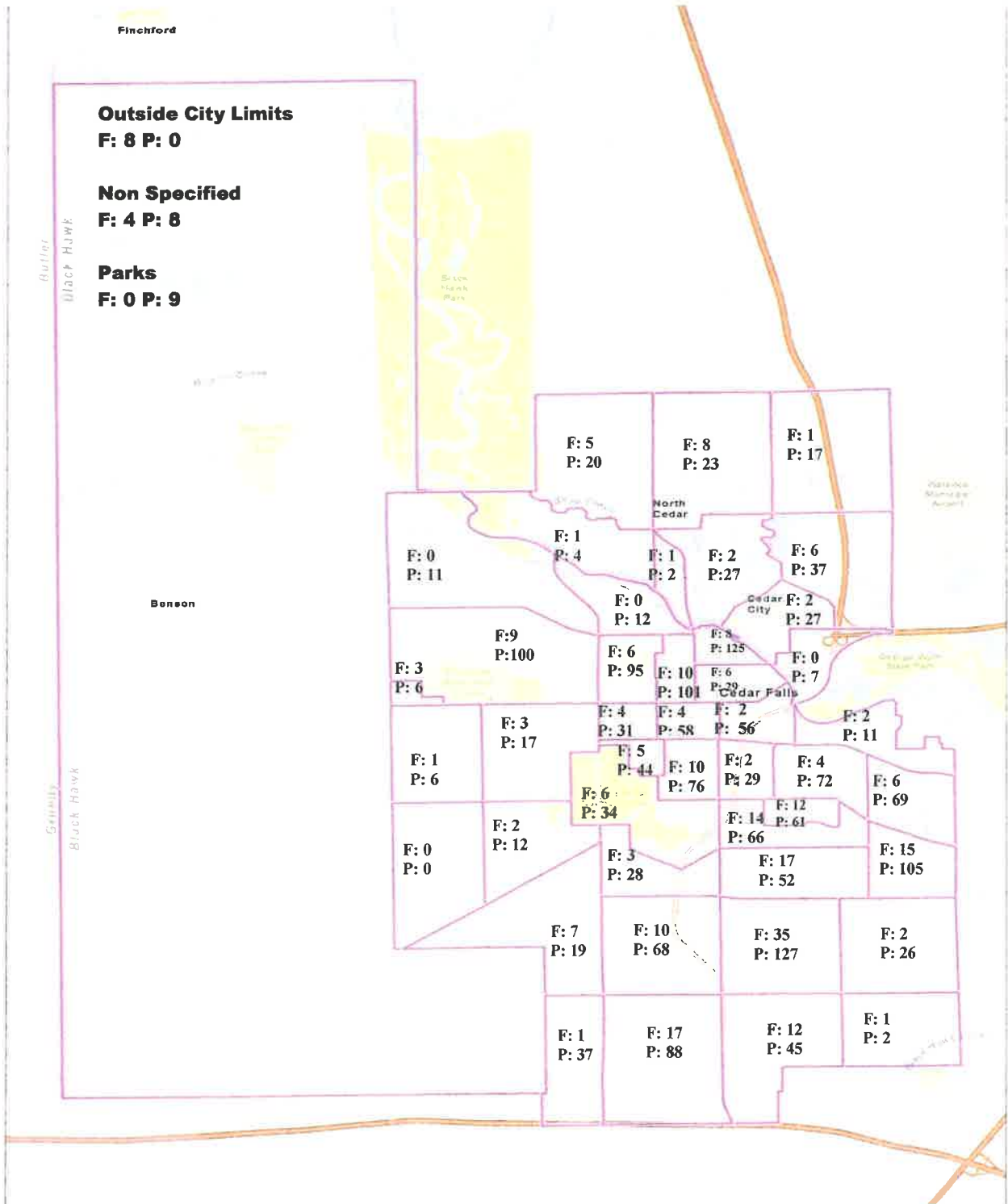
Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Medical & Rescue	119	110	124	120	133	108	143					
Cancelled, False Alarms, Good Intent	36	28	40	40	55	44	59					
Fire, Heat, Hazard, Weather Related & Other	23	17	22	17	36	32	24					
Totals	178	155	186	177	224	184	226					

Type of Incident (per year)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Non-Medical CFS	840	911	900	772	841	783	758	917	
Rescue / EMS Related	1367	1570	1437	1022	1272	1328	1541	1509	
Totals	2207	2481	2337	1794	2113	2111	2299	2426	

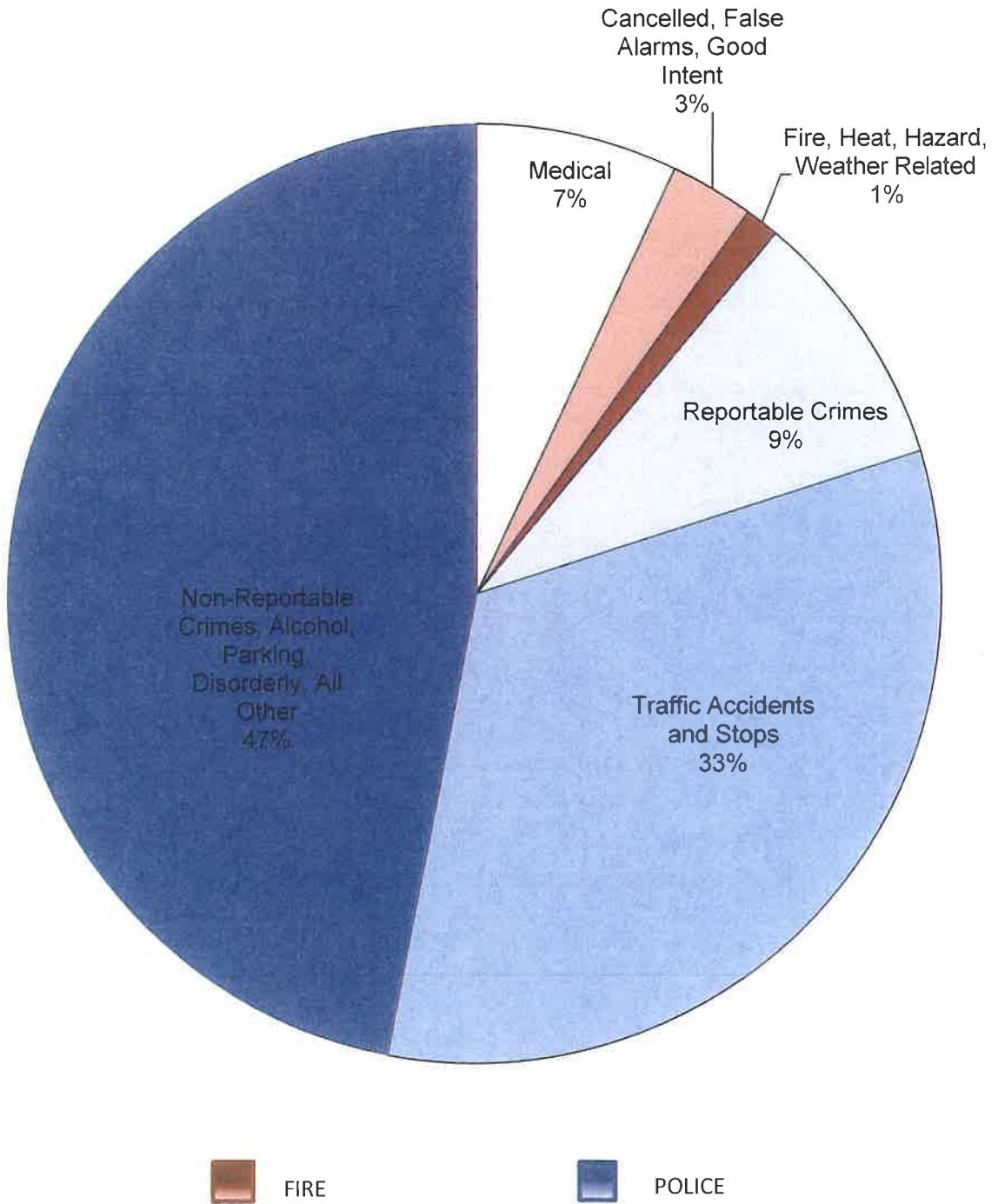
<b>POLICE STATISTICS:</b>	<b>JULY 2023</b>	<b>Total 2023</b>
<b>Group A Crimes</b>		
Murder/NonNeg Manslaughter	0	0
Kidnapping/Abduction	0	2
Forcible Rape/Sodomy/Fondling	1	18
Robbery	0	1
Assault	19	145
Arson	0	1
Extortion/Blackmail	0	4
Burglary/B&E	10	90
Theft	48	293
Motor Vehicle Theft	5	20
Counterfeit/Forgery	2	18
Fraud	5	115
Embezzlement	0	0
Stolen Property	1	4
Vandalism	13	90
Drug Offenses	6	71
Incest	0	1
Porno/Obscene Material	0	2
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	0	5
<b>Group B Crimes</b>		
Disorderly Conduct	6	23
Driving Under Influence	24	165
Drunkenness	11	66
Non-Violent Family Offense	1	5
Liquor Law Violation	0	3
Runaway	0	10
Trespassing	2	13
All Other Offenses	40	250
Group A Total:	99	863
Group B Total:	84	535
Total Reported Crimes:	183	1398
<b>Traffic Accidents</b>		
Fatality	0	1
Personal Injury	16	82
Hit and Run	11	118
Property Damage	48	432
Total reported Accidents	75	633
Calls for Service	1810	12780
Total Arrests	73	557



# Cedar Falls Public Safety Grid Map



### Cedar Falls Public Safety Experience Survey (JULY 2023)



BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:  
The Music Station, Inc. a/k/a Mini Mart  
1420 West 1<sup>st</sup> Street  
Cedar Falls, IA 50613

**ORDER ACCEPTING  
ACKNOWLEDGMENT/  
SETTLEMENT AGREEMENT  
SECOND VIOLATION**

ON this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/ Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that  a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00) or  a thirty (30) day cigarette permit suspension be assessed against the above-captioned permittee effective \_\_\_\_\_, 2023 [Future Date]. This sanction will count as a second violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(b).

\_\_\_\_\_  
Robert M. Green, Mayor  
City of Cedar Falls, Iowa

IN RE:  
The Music Station, Inc. a/k/a Mini Mart  
1420 West 1<sup>st</sup> Street  
Cedar Falls, IA 50613

**ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT**

**ACKNOWLEDGMENT/SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "Second Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) understand that the penalty for this second violation is a civil penalty in the amount of One Thousand Five Hundred Dollars (\$1,500.00) **OR** suspension of my (our) cigarette permit for thirty (30) days, beginning on the date that will be specified in the official City Order that I will receive. We elect the imposition of a civil penalty 30-day suspension (*circle the applicable provision*)

THE MUSIC STATION, INC.  
a/k/a MINI MART

CITY OF CEDAR FALLS, IOWA

By: [Signature]

By: [Signature]

Date: 08/14/23

Date: 8-16-23

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

**If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, should be returned to: Samuel C. Anderson, Cedar Falls City Attorney, 528 W. 4<sup>th</sup> St., P.O. Box 1200, Waterloo, Iowa 50704.**



CEDAR FALLS POLICE DEPARTMENT

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8612  
FAX 319-273-8619

June 9, 2023

The Music Station, Inc. a/k/a Mini Mart  
c/o Iowa Investment, LLC  
212 S Horton Pkwy  
Chapel Hill, TN 37034

Re: 5/05/23 Tobacco Violation at 1420 West 1<sup>st</sup> Street, Cedar Falls, Iowa

Dear Sir or Madam

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on Monday, September 18, 2023, City Council Chambers. The hearing complaint which has been filed against you is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory civil penalty of \$1,500.00 **OR** a thirty-day cigarette permit suspension prescribed by 453A.22(2)(b) for a second violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age. For a second violation the retailer may select its preference as to which of the two penalties are assessed.

If you wish to settle this case in lieu of the public hearing, you must complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Samuel C. Anderson, Cedar Falls City Attorney, 528 W. 4<sup>th</sup> St., P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. Accepting and abiding by the terms of the Acknowledgment/Settlement Agreement will satisfy the penalty for a second violation under Iowa Code Section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

Samuel C. Anderson  
Assistant City Attorney

SCA/tad  
Encl.

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IN RE:  
The Music Station, Inc. a/k/a Mini Mart  
1420 West 1<sup>st</sup> Street  
Cedar Falls, IA 50613

**HEARING COMPLAINT**

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The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age."
2. Iowa Code Section 453A.22(2)(b) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1) for the second time within a period of two years, the permit holder shall be assessed a civil penalty of \$1,500.00 or a thirty-day cigarette permit suspension for a second violation of Iowa Code Section 453A.2(1). The permit holder may select its preference for the penalty to be applied under this provision.
3. On or about May 5, 2023, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. Copies of the Citation, Compliance Check Form and Court Docket are attached and incorporated herein.

- 4. On February 6, 2023, the permittee was issued a sanction for a first violation of Iowa Code Section 453A.2.
- 5. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty of \$1,500.00 or a thirty-day cigarette permit suspension against The Music Station, Inc. a/k/a Mini Mart. Absent any selected preference by the permit holder, the City will seek assessment of the \$1,500.00 civil penalty.



Samuel C. Anderson  
Assistant City Attorney  
528 West 4<sup>th</sup> Street  
P.O. Box 1200  
Waterloo, IA 50704-1200  
(319) 232-6555

Original to:  
The Music Station, Inc. a/k/a Mini Mart  
c/o Iowa Investment, LLC  
212 S Horton Pkwy.  
Chapel Hill, TN 37034

Copy to:  
Lt. Dennis O'Neill  
Cedar Falls Police Department  
4600 Main Street  
Cedar Falls, IA 50613

Jacque Danielsen  
Cedar Falls City Clerk  
220 Clay Street  
Cedar Falls, IA 50613



Case Number: STA0231284 Case Title: STATE vs. PETERS, BRITTANY

Opened: 05-10-2023

County: Black Hawk

Case Type: Scheduled Traffic - State Judge:

Prayer Amount: \$.00

Show/Hide Participants

	<b>Plaintiff[s]</b>	<b>Counsel of Record</b>
STATE OF IOWA		
IA		

	<b>Defendant[s]</b>	<b>Counsel of Record</b>
BRITTANY PETERS		
1110 EASTON AVENUE		
WATERLOO, IA 50702		

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2023-05-05	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date	Docket #	Case History
06-29-2023 12:06:44 PM Court	D0002	VIOLATIONS HANDLED BY CLERK Filed by: Court
05-10-2023 10:54:00 AM Court	D0001	TRAFFIC TICKET FILING Filed by: Court



2nd



### VIII. Compliance Check Form FY 2023

Retailer: THE MUSIC STATION Address: 1420 W. 1<sup>ST</sup> STREET  
City: CEDAR FALLS State: IA ZIP: 50624

**RESULTS (check one):**  Compliant  Non-Compliant  Unable to Complete (Not Applicable)

Date Checked: 5/5/23 Time Checked: 12:57

Clerk Information:  Male  Female

(NAME ONLY REQUIRED IF NON-COMPLIANT):  
First Name: BRITANY Middle Initial: G  
Last Name: PETERS Case #: 23-037589

I have issued a criminal citation to the clerk listed above for selling tobacco, alternative nicotine or vapor products to a person under age twenty-one. Iowa Code § 453A.2(1).

*If Unable to Complete the Compliance Check (check one)*  
 Establishment has a VALID PERMIT but Does Not Sell Tobacco, Alternative Nicotine or Vapor Products. - Permit Status Verified by City Clerk or County Auditor  
 Establishment No Longer Holds a Valid Tobacco, Alternative Nicotine or Vapor Product Permit  
 Establishment is Out of Business  
 Establishment is designated as an "Unsatisfactory Condition" - "Unsatisfactory Condition" verified by ABD Investigator - Officer Conducted a Walk-Through of the Premises (Explanation Required in Comments Section Below)  
 ▶ If none of the above reasons apply, write reason and explanation on the back of the form—see page 4 for reason list.

(NOTE: If the compliance check result is Non-Compliant, a citation must be issued before your department may receive payment.)

**OFFICER INFORMATION (OFFICER THAT CONDUCTED COMPLIANCE CHECK):**  
First Name: Vendall Middle Initial: M Last Name: Schwab  
Badge: SA138 Department: CFPD

**CONFIDENTIAL INFORMANT (CI):**  
CI Age:  16  17  18  19  20  
CI Gender:  Male  Female CI Number:     (Last 4 digits of CI's ID)  
CI Race:  Black  American Indian/ Alaskan Native  Asian/ Pacific Islander  White  Unknown  
CI Ethnicity:  Not of Hispanic Origin  Hispanic Origin  Unknown

**RESULTS OF ATTEMPTED PURCHASE:**  
Attempted Purchase Item:  Cigarettes  Smokeless Tobacco  Other Tobacco Product  
 Vapor Product  Alternative Nicotine Product  
Age Requested?  YES  NO  
ID Requested?  YES  NO

**COMMENTS:**  
Marlboro rieb

Officer Signature \_\_\_\_\_ \$75


**DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS  
 CITY OF CEDAR FALLS  
 4600 SOUTH MAIN STREET  
 CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**


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**To:** Mayor Green and City Councilmembers  
**From:** Craig Berte, Public Safety Services Director  
 Mark Howard, Police Chief  
**Date:** August 28, 2023  
**Re:** Retail Alcohol License Applications

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Police Operations has received applications for retail alcohol licenses. We find no records that would prohibit these licenses and recommend approval.

Name of Applicants:

- a) The Brass Tap, 419 & 421 Main Street, Class C retail alcohol & outdoor service - renewal.
- b) Casey's General Store, 1225 Fountains Way, Class E retail alcohol - renewal.
- c) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service – temporary expansion of outdoor service area. (September 21, 2023)
- d) Blue Room, 201 Main Street, Class C retail alcohol – temporary outdoor service. (September 23, 2023)
- e) The Black Hawk Hotel/Bar Winslow, 115-117 Main Street, Class C retail alcohol - temporary outdoor service. (September 23, 2023)
- f) The Brass Tap, 419 & 421 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service. (September 23, 2023)
- g) Community Main Street (District Street Party), Main Street from 1st – 5th Streets and to alleys on East and West of Main on 2nd, 3rd and 4th Streets - Special Class C retail alcohol & outdoor service - 5-day permit. (September 23 – 27, 2023)



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
 220 CLAY STREET  
 CEDAR FALLS, IOWA 50613  
 319-273-8600  
 FAX 319-268-5126

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**INTEROFFICE MEMORANDUM**


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**TO:** Mayor Green & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** August 28, 2023  
**SUBJECT:** FYE June 30, 2023

City finance staff has been working on closing out the general ledger for the fiscal year ended June 30, 2023. As part of that process, we have looked at the total revenues and the total expenditures for the General Fund. We were fortunate in FY23 to have some revenues that exceeded budgeted amounts. These included interest income, and CFU utility transfer. In addition, we had areas that expenditures were less than budgeted amounts. The significant areas included library, engineering, parks, and public safety. These under expenditures were primarily driven by staff turnover and staff vacancies. The result was an excess in the General Fund of approximately \$2.2 million.

A major concern continues to be the fund balance in the City's self-insured health insurance fund. Unfortunately, this past year the City has a loss in this fund of about \$1.2 million due to several large claims and consistent premium rates. Staff is recommending transferring \$1,200,000 to the health insurance fund to offset this current loss and keep strong reserves in the health insurance fund. This would be in accordance with council goal #3 A.8. and council short-term financial policies #16.

The Council already designated through the CIP process, to transfer General Fund Savings (GFS) to certain projects. These include \$100,000 for pickle ball courts (CIP item #70) and \$300,000 (CIP item #55) for the river project. The remaining excess for FY23 in the amount of \$600,000 would then be transferred to capital projects to go towards the High School pool project (CIP item #69).

As a note, a reminder that the backfill amount received by the city in the amount of \$592,000 has already been transferred to capital projects in accordance with the FY23 budget approved. Therefore, this amount is not included in the excess noted above. Also, not included in the excess above is the extra hotel/motel tax dollars generated in FY23 and dollars generated by the vacant part-time building inspector position for FY23. These are already being held in reserve in accordance with the property tax cuts approved by Council during the FY24 budget process.

If you have any questions, please feel free to contact me.

**RESOLUTION APPROVING AND AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE HEALTH INSURANCE FUND AND CAPITAL PROJECTS FUND RELATIVE TO THE FISCAL YEAR ENDED JUNE 30, 2023.**

**WHEREAS**, each year the city staff compiles the total revenues received by the General Fund and the total expenditures of the General Fund to determine the balance in the General Fund at year end; and

**WHEREAS**, the City Council wants to ensure that the City maintain a viable health insurance benefits program; and

**WHEREAS**, the City Council through its financial policies has identified using General Funds Savings for certain capital projects listed on the Capital Improvements Program (CIP); and

**WHEREAS**, to meet these goals outlined by City Council, \$1,200,000.00 will be transferred to the Health Insurance Fund to help offset losses in the City’s reserves and \$1,000,000.00 will be transferred to the Capital Project Fund for the projects identified in the Capital Improvements Program (CIP) with GFS (General Fund Savings). These include pickleball courts, river project, and high school pool; and

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize said transfers.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said transfers from the General Fund to the Health Insurance Fund and Capital Projects Fund of the City of Cedar Falls, Iowa, are hereby approved and authorized.

**ADOPTED** this 5<sup>h</sup> day of September, 2023

\_\_\_\_\_  
Robert Green, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Daniels, MMC City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126

**MEMORANDUM**  
Legal Services Division

**TO:** Mayor Green, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** August 30, 2023  
**SUBJECT:** Amendment to Deed of Dedication, West Viking Road Industrial Park

In the Owner’s Statements and Deeds of Dedication for West Viking Road Industrial Park Phases V & VI, in which the City is the developer, there is contained a restriction as follows:

*11. The use of cargo containers, railroad cars, semi-truck trailers and other similar storage containers is prohibited.*

Section 26-137 of the Code of Ordinances allows for the use of storage containers under certain circumstances within these two subdivisions, so an absolute ban is too broad and therefore creates an ambiguity in the Deed of Dedication. I have determined that the best way to address this is to eliminate the restriction altogether and allow the ordinance to control, which better preserves Council’s intent than a restriction that expires in 21 years unless renewed. Therefore, I am proposing an amendment to the Owner’s Statements and Deeds of Dedication for these two subdivisions. I have been told that the problematic restriction is only contained in the Deeds of Dedication for these two subdivisions and not others.

Fortunately, the City is the sole owner of the two subdivisions at present, so a simple amendment is all that is necessary. Note that there are two separate Resolutions approving the amendments for the two separate subdivisions. This is for recording purposes. That is why there are two separate Resolutions and two separate agenda items.

I recommend approval by Council of this amendment to these Owner’s Statements and Deeds of Dedication.

Please feel free to contact me if you have any questions. Thank you.

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN AMENDMENT TO THE DEED OF DEDICATION OF WEST VIKING ROAD INDUSTRIAL PARK PHASE V, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

WHEREAS, the City of Cedar Falls, Iowa, is the owner and subdivider of a subdivision located in the City known as West Viking Road Industrial Park, Phase V, City of Cedar Falls, Black Hawk County, Iowa (hereinafter the "Subdivision"); and

WHEREAS, the final plat of the Subdivision was approved by City Council Resolution No. 22,833, adopted June 20, 2022; and

WHEREAS, as part of the final plat of the Subdivision an Owner’s Statement and Deed of Dedication dated May 31, 2022, was filed with the office of the Black Hawk County Recorder as Doc. # 2023-4426 (hereinafter the “Deed of Dedication”); and

WHEREAS, said Deed of Dedication includes Restrictions, including a restriction prohibiting the use of cargo containers, railroad cars, semi-tractor trailers and other similar storage containers within the Subdivision; and

WHEREAS, Cedar Falls Code of Ordinances Sec. 26-137 allows for the use of storage containers under certain circumstances within the Subdivision; and

WHEREAS, an ambiguity therefore exists between the Deed of Dedication of the Subdivision and the Code of Ordinances, which ambiguity should be eliminated by way of amendment to the Deed of Dedication; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has reviewed the proposed amendment, and deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said amendment and to authorize the Mayor and City Clerk to execute said amendment on behalf of the City of Cedar Falls, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that:

1. The Amendment to Deed of Dedication for West Viking Road Industrial Park, Phase V, in the City of Cedar Falls, Black Hawk County, Iowa, attached hereto and incorporated herein by this reference, be and the same is hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, approved and directed to execute, attest, seal and deliver said Amendment for and on behalf of the City in substantially the form and content now before this meeting. The Mayor and City Clerk are hereby further authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said Amendment, and to cause the same to be filed in the Office of the Recorder of Black Hawk County, Iowa.

2. The Deed of Dedication for West Viking Road Industrial Park, Phase V, in the City of Cedar Falls, Black Hawk County, Iowa, is hereby ratified and confirmed as amended herein.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

AMENDMENT TO  
OWNER'S STATEMENT AND DEED OF DEDICATION  
OF  
WEST VIKING ROAD INDUSTRIAL PARK PHASE V  
CITY OF CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

The City of Cedar Falls, Iowa, as sole owner, hereby amends the Owner's Statement and Deed of Dedication of West Viking Road Industrial Park Phase V, City of Cedar Falls, Iowa, dated May 31, 2022, and filed with the office of the Black Hawk County Recorder, along with the Final Plat of said subdivision, as Doc # 2023-4426, as follows:

- 1. In the section entitled RESTRICTIONS, Paragraph 11 is stricken in its entirety:  
~~11. The use of cargo containers, railroad cars, semi-truck trailers and other similar storage containers are prohibited.~~

2. In all other respects, the City of Cedar Falls, Iowa, does hereby ratify and confirm the provisions of said Owner's Statement and Deed of Dedication, as now amended.

IN WITNESS WHEREOF, this Amendment has been executed at Cedar Falls, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk



STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green, as Mayor, and Jacqueline Danielsen, as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126

**MEMORANDUM**  
Legal Services Division

**TO:** Mayor Green, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** August 30, 2023  
**SUBJECT:** Amendment to Deed of Dedication, West Viking Road Industrial Park

In the Owner’s Statements and Deeds of Dedication for West Viking Road Industrial Park Phases V & VI, in which the City is the developer, there is contained a restriction as follows:

*11. The use of cargo containers, railroad cars, semi-truck trailers and other similar storage containers is prohibited.*

Section 26-137 of the Code of Ordinances allows for the use of storage containers under certain circumstances within these two subdivisions, so an absolute ban is too broad and therefore creates an ambiguity in the Deed of Dedication. I have determined that the best way to address this is to eliminate the restriction altogether and allow the ordinance to control, which better preserves Council’s intent than a restriction that expires in 21 years unless renewed. Therefore, I am proposing an amendment to the Owner’s Statements and Deeds of Dedication for these two subdivisions. I have been told that the problematic restriction is only contained in the Deeds of Dedication for these two subdivisions and not others.

Fortunately, the City is the sole owner of the two subdivisions at present, so a simple amendment is all that is necessary. Note that there are two separate Resolutions approving the amendments for the two separate subdivisions. This is for recording purposes. That is why there are two separate Resolutions and two separate agenda items.

I recommend approval by Council of this amendment to these Owner’s Statements and Deeds of Dedication.

Please feel free to contact me if you have any questions. Thank you.

Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AMENDMENT TO DEED OF DEDICATION OF WEST VIKING ROAD INDUSTRIAL PARK PHASE VI, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

WHEREAS, the City of Cedar Falls, Iowa, is the owner and subdivider of a subdivision located in the City known as West Viking Road Industrial Park, Phase VI, City of Cedar Falls, Black Hawk County, Iowa (hereinafter the "Subdivision"); and

WHEREAS, the final plat of the Subdivision was approved by City Council Resolution No. 23,099 adopted March 20, 2023; and

WHEREAS, as part of the final plat of the Subdivision an Owner's Statement and Deed of Dedication dated December 15, 2022, was filed with the office of the Black Hawk County Recorder as Doc. # 2023-14505 (hereinafter the "Deed of Dedication"); and

WHEREAS, said Deed of Dedication includes Restrictions, including a restriction prohibiting the use of cargo containers, railroad cars, semi-tractor trailers and other similar storage containers within the Subdivision; and

WHEREAS, Cedar Falls Code of Ordinances Sec. 26-137 allows for the use of storage containers under certain circumstances within the Subdivision; and

WHEREAS, an ambiguity therefore exists between the Deed of Dedication of the Subdivision and the Code of Ordinances, which ambiguity should be eliminated by way of amendment to the Deed of Dedication; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has reviewed the proposed amendment, and deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said amendment and to authorize the Mayor and City Clerk to execute said amendment on behalf of the City of Cedar Falls, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that:

1. The Amendment to Deed of Dedication for West Viking Road Industrial Park, Phase VI, in the City of Cedar Falls, Black Hawk County, Iowa, attached hereto and incorporated herein by this reference, be and the same is hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, approved and directed to execute, attest, seal and deliver said Amendment for and on behalf of the City in substantially the form and content now before this meeting. The Mayor and City Clerk are hereby further authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said Amendment, and to cause the same to be filed in the Office of the Recorder of Black Hawk County, Iowa.

2. The Deed of Dedication for West Viking Road Industrial Park, Phase VI, in the City of Cedar Falls, Black Hawk County, Iowa, is hereby ratified and confirmed as amended herein.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

Preparer Information: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

AMENDMENT TO  
OWNER'S STATEMENT AND DEED OF DEDICATION  
OF  
WEST VIKING ROAD INDUSTRIAL PARK, PHASE VI  
CITY OF CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

The City of Cedar Falls, Iowa, as sole owner, hereby amends the Owner's Statement and Deed of Dedication of West Viking Road Industrial Park, Phase VI, City of Cedar Falls, Iowa, dated December 15, 2022, and filed with the office of the Black Hawk County Recorder, along with the Final Plat of said subdivision, as Doc # 2023-14505, as follows:

1. In the section entitled RESTRICTIONS, Paragraph 11 is stricken in its entirety:

~~11. The use of cargo containers, railroad cars, semi-truck trailers and other similar storage containers are prohibited.~~

2. In all other respects, the City of Cedar Falls, Iowa, does hereby ratify and confirm the provisions of said Owner's Statement and Deed of Dedication, as now amended.

IN WITNESS WHEREOF, this Amendment has been executed at Cedar Falls, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green, as Mayor, and Jacqueline Danielsen, as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



## ADMINISTRATION

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

---

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** August 25, 2023  
**SUBJECT:** Funding Agreement with Grow Cedar Valley

Attached is the agreement with Grow Cedar Valley (GCV). The agreement sets forth the requirements that must be met by GCV in order to receive \$30,000 in base funding for FY24, with the option for incentive payments. The FY24 agreement provides for a maximum incentive of \$32,000.

If you have any questions, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator

**AGREEMENT TO ENHANCE ECONOMIC DEVELOPMENT IN CEDAR FALLS BY  
SUPPORTING GROW CEDAR VALLEY**

**THIS AGREEMENT** is entered into as of this 25 day of August, 2023, by and between the Grow Cedar Valley (hereinafter "GCV"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

**WHEREAS**, GCV is an agency that qualifies for funding from the City pursuant to CFD 3128: Finance Policy – Outside Entity Funding ("Funding Policy"); and

**WHEREAS**, GCV has proposed to provide projects to increase the economic vitality and wealth by leading collaborative economic and community development in the Cedar Valley, and whereby GCV will engage in economic development activities to directly benefit the City of Cedar Falls; and

**WHEREAS**, the proposed activities of GCV that will compliment or expand upon the existing economic development efforts of the City of Cedar Falls are explained in GCV's application filed with the City; and

**WHEREAS**, the Funding Policy allows certain funding for projects of this type on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of GCV and the City; and

**WHEREAS**, GCV and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

**NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

1. **Recipient status.** GCV affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. GCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** GCV has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of the Funding Policy approved by the City Council.
3. **Recipient documentation.** Prior to receiving funding, GCV shall provide the following documentation to City:
  - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
  - b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
  - c. Names and addresses of directors and/or officers;



- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to GCV by the City, GCV shall represent and advocate for the interests of business, industry and institutions operating in the City of Cedar Falls. GCV agrees that the activities of GCV will compliment or expand upon the existing economic development efforts of the City of Cedar Falls, and to engage in the following economic development activities (hereinafter the "Project"). Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$62,000 in order to support implementation of the Project, upon Request for Payment as provided in Paragraph 8, and upon receipt of the Accounting required in Paragraph 6, as follows:

- a. A Base Budget amount not to exceed \$30,000, to be paid in two separate payments of \$15,000 on December 31, 2023, and June 30, 2024; and
- b. The \$30,000, outlined above, will be contingent upon the continuation of GCV granting membership status to certain City Divisions for GCV publications to include the Cedar Falls Public Library (Libraries Section), Hearst Center for the Arts (Museums/Art Organizations), Cedar Falls Tourism & Visitor's Bureau (Visitor Information Section), and the Cedar Falls Community Development Department (Economic Development Organizations).
- c. An amount not in excess of \$22,000 in potential Incentive Payments, if earned, as follows:
  - 1) GCV will provide the following information in writing to the City on a semi-annual basis to show all efforts made to promote Cedar Falls, broken down into categories for (a) companies solicited by GCV to locate in Cedar Falls, (b) companies GCV contacted to expand operations in Cedar Falls, and (c) inquiries received by GCV from companies for marketing materials or about available sites or buildings: number of initial calls, contacts, leads, prospects, conferences attended to present marketing about Cedar Falls, databases organized and/or posted on websites for providing relevant information about Cedar Falls, other efforts made to network, form relationships and/or subscribe to services, and material responses to requests for information. Based on the documentation submitted by GCV, the City, at its sole discretion, will evaluate the semi-annual performance of GCV and may provide Semi-Annual Performance Payments up to \$11,000 to GCV, with a total maximum not to exceed to \$22,000. Semi-Annual Performance Payments are subject to City Council approval.

In addition, items that GCV staff leads and influences including talent development efforts that directly benefit Cedar Falls

companies, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan in those areas the GCV is identified can be considered for incentive funding, subject to City Council approval.

Work completed by the GCV on a specific project that does not locate in Cedar Falls, does not proceed, or falls under the support capacity items noted in the prior paragraph, will be documented by GCV and submitted to the City for incentive payment consideration by the City as part of the performance report. Item #5b (4) is not intended to provide funding for projects or programs that are part of Section 4 Description of Project.

- d. An amount not in excess of \$10,000 in potential Incentive Payments, if earned, as follows:
- 1) \$1,000 per acre of new development in the Cedar Falls Industrial & Technology Parks (projects in other areas within Cedar Falls will be evaluated on a case-by-case basis) provided that each acre must contain 10,000 sq. ft. of building structure on average and/or
  - 2) \$1,000 per \$250,000 of new taxable value added to the Cedar Falls Industrial & Technology Parks (or other areas with Cedar Falls that will be evaluated on a case-by-case basis) and/or
  - 3) \$1,000 per new Full-Time jobs created in the Cedar Falls Industrial & Technology Parks (or other areas within Cedar Falls that will be evaluated on a case-by-case basis) provided the jobs have an hourly starting wage of at least \$15.37 for FY24.

The incentive payments identified in Paragraph 5-c and 5-d will be provided only if GCV can establish a causal relationship between its activities and the economic development for which it proposes to be paid the incentive payments. The incentive payments, if earned, shall be paid on December 31, 2023, and June 30, 2024.

Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this Paragraph.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** GCV shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining GCV's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City's grant, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits described in the application. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a GCV employee or against a GCV employee by others will be borne by GCV. There is no employer-employee relationship between the City and GCV or any GCV employee, officer, director, agent, volunteer or representative.

8. **Request for Payment.** All requests for payment or reimbursement shall be submitted by GCV to the City on a biannual basis, specifically December 31, 2023, and June 30, 2024. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above and upon receipt of the Report on Project Results required in Paragraph 9. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

9. **Report on Project Results.** GCV agrees to provide the City with a written summary documenting the results of the Project on at least a biannual basis, specifically no later than November 1, 2023, and May 1, 2024. Such report shall include without limitation:

- a. Details of external marketing efforts, including, but not limited to: the number of initial calls, contacts, leads, prospects, initial proposals, follow up responses to requests for information, and a status update of ongoing economic development projects in Cedar Falls;
- b. The number of acres of new development in the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls (each acre must contain 10,000 sq. ft. of building structure on average);
- c. The amount of new taxable value added to the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls; and
- d. The number of new Full-Time jobs created in the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls (each FTE job must have an hourly starting wage of at least \$15.37 for FY24).
- e. Talent development efforts that directly benefit Cedar Falls companies, coworking space, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan.

10. **Return of Funds.** In the event GCV does not use funds for the intended purpose(s) or in the event GCV does not comply with the reporting requirements of Paragraph 9 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2024.

11. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

12. **Recipient Board.** The Recipient Board, Grow Cedar Valley Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

13. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party, as long as the City has not yet provided funding, or GCV reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, telegram, or in person to the authorized official of the other party who executed this agreement.

14. **Liability.** The City's participation in the Project is limited to funding as provided in this Agreement, and neither this Agreement nor the Project shall be considered a partnership or joint venture. The City has asserted no control over the Project or over GCV or its employees, officers, directors, agents or volunteers with respect to the Project, and specifically disavows any and all liability whatsoever for any acts or omissions related to or arising out of the Project.

15. **Legal Expenses.** GCV agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to GCV's performance, or the performance of GCV's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of GCV.

16. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be funded. Any and all provisions of GCV's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. GCV agrees that the Project shall be carried out without regard to a participant's race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other legally protected characteristic.

17. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or

understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

18. **Term of Agreement.** This Agreement covers the period from July 1, 2023 through and including June 30, 2024.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

Grow Cedar Valley

By:  \_\_\_\_\_

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk


**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
**Administration Division**

**TO:** Mayor Green & City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** August 25, 2023  
**SUBJECT:** Amendment to the Rotary Plaza Agreement (W 1<sup>st</sup> St.)

On September 6, 2022, City Council approved an agreement with the Rotary Club of Cedar Falls for a 100<sup>th</sup> anniversary project that also included a celebration of essential workers along W 1<sup>st</sup> Street between the Little Red School House and the Behrens Rapp Station.

Rotary has proposed an amendment to install lighting of the Rotary Plaza. They are further requesting that the City cover the on-going expense to operate the lighting, which includes a monthly service/meter fee of \$33 (currently) and the electrical supply cost (no estimate available at this time).

This area has night lighting year-round already in place: the levee has lights along it, the Behrens-Rapp station is lit, 5 decorative light poles run along the north of the trail, street lights are on W 1<sup>st</sup> St. This area is visible from the road and has ambient lighting. Comparable situations such as decorative Christmas lighting in the downtown or North Cedar Neighborhood are paid by those organizations, not the City. For these reasons, staff does not recommend the City take on additional expenses for lighting.

xc: Chase Schrage, Public Works Director

Attachments: 1<sup>st</sup> Amendment to Agreement for Rotary Plaza  
 Agreement for Rotary Plaza executed 9/6/23

## FIRST AMENDMENT TO THE AGREEMENT FOR ROTARY PLAZA

This First Amendment to the Agreement for Rotary Plaza is made and entered into this \_\_\_\_ day of September, 2023, by and between the City of Cedar Falls, Iowa (hereinafter “City”), and **Rotary Club of Cedar Falls** (hereinafter “Rotary”).

WHEREAS, the City and the Rotary entered into a certain Agreement for Rotary Plaza on September 6, 2022, which established the terms and conditions whereby the Rotary Plaza and connecting trails would be developed and completed at 205-221 W 1<sup>st</sup> Street at no cost to the City (the “Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, amendments to the Agreement may be made by written instrument signed by the parties; and

WHEREAS, Rotary would like to install lighting for Rotary Plaza with the on-going electrical cost paid by the City; and

WHEREAS, the City has determined that it would be in the best interest of the City to enhance Rotary Plaza with lighting.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. A new paragraph 4a is added to the Agreement as follows:

Rotary shall install a separate meter, LED ground lights (type to be approved by the City), and all underground wiring necessary (with location of wiring shown on the plans provided by Rotary and subject to approval by the City) for proper functioning of lighting Rotary Plaza.

2. A new paragraph 13a is added to the Agreement as follows:

Upon acceptance by the City of lighting of Rotary Plaza as provided in this First Amendment, with verification that all lighting is properly functioning, such lighting shall become part of the Project, and

maintenance of Rotary Plaza by the City shall include the monthly costs of such lighting.

- 3. The City and Rotary hereby acknowledge and agree that all of the terms and conditions of the Agreement including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this First Amendment to the Agreement for Rotary Plaza.

IN WITNESS WHEREOF, City and Rotary have executed this First Amendment to the Agreement for Rotary Plaza at Cedar Falls, Iowa, effective as of the date first stated above.

**AGENCY:**

**CITY:**

ROTARY CLUB OF CEDAR FALLS

CITY OF CEDAR FALLS, IOWA

BY:   
Patrick Smith, President

BY: \_\_\_\_\_  
Mayor Robert M. Green

ATTEST: 

ATTEST: \_\_\_\_\_  
Jacque Danielsen

DATE: 8.24.23

DATE: \_\_\_\_\_



**AGREEMENT FOR ROTARY PLAZA  
BETWEEN  
THE CITY OF CEDAR FALLS  
AND  
THE ROTARY CLUB OF CEDAR FALLS**

THIS AGREEMENT is entered into by and between The Rotary Club of Cedar Falls, PO Box 301, Cedar Falls, Iowa ("Rotary"), and the City of Cedar Falls, Iowa, an Iowa municipality ("City").

WHEREAS, the City owns property located at 205-221 W 1<sup>st</sup> St. (north side of W. 1<sup>st</sup> St. including property where the Little Red School House, small park, and Behrens Rapp Station improvements are located) (hereinafter the "Property"); and

WHEREAS, Rotary is celebrating its 100<sup>th</sup> anniversary in 2024; and

WHEREAS, Rotary wishes to construct at its own cost a plaza that will contain a monument and associated infrastructure on the Property to celebrate essential workers; and

WHEREAS, Rotary also wishes to construct a recreational trail extension on the Property at its own cost; and

WHEREAS, Rotary will donate the plaza, monument and recreational trail to the City after completion of construction; and

WHEREAS, the City finds it is in its best interest to allow the construction of the plaza, monument and recreational trail extension on the Property and to accept donation by the Rotary to the City of such amenities upon certain terms and conditions; and

WHEREAS, the parties have reached agreement on such terms and conditions and now wish to reduce that agreement to writing.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Construction of Rotary Plaza ("Plaza"). Rotary agrees to design and construct at its cost an area approximately 400 square feet, with a granite floor and appropriate footings. Such area shall be known as "Rotary Plaza." Rotary Plaza shall be constructed in the location and with the final appearance as depicted in Exhibit "A" attached.

2. Construction of Monument ("Monument"). Rotary agrees to design, construct and install on Rotary Plaza at its cost a monument consisting of three (3) granite spires each of which shall be eight (8) feet in height measuring from the base, and each covered by seven (7) steel bands. Such monument

may include identification of dedication to "Essential Workers." Once constructed and installed, said monument shall be as depicted in Exhibit "B" attached.

3. Construction of Recreational Trail Extension ("Extension"). Rotary agrees to design and construct a recreational trail extension from the sidewalk serving the Little Red School House, west through Rotary Plaza, and terminating on the west end at the Behrens Rapp Station. Said extension shall be constructed of concrete 6 inches thick and 8-10 feet in width (depending upon the location). The connection of such extension to the existing recreational trail system shall be smooth, safe, and according to City standards. The location of the recreational trail extension shall be generally as depicted in Exhibit "A" attached.

The Plaza, Monument and Extension shall together constitute the "Project."

4. Approval of Plans. The plans and specifications for the Project are subject to approval by the City Engineer or designee prior to commencement of construction. Plans and specifications shall be of sufficient detail to demonstrate to the satisfaction of the City Engineer or designee that the Project will be properly constructed, with footing details where appropriate, such that the finished Project will require minimal maintenance.

5. Construction Management. A general contractor licensed and bonded with the City shall oversee construction of the Project at Rotary's cost. Such general contractor may, at its discretion, engage subcontractors who are also licensed and bonded with the City. Such general contractor shall construct the Project in accordance with the plans and specifications approved by the City Engineer or designee.

6. Permits. Rotary shall obtain at its cost all necessary licenses and permits required by the City for the Project.

7. Inspections. City shall provide inspections of the Project as required by City ordinances, rules and regulations at no cost to Rotary. City and Rotary agree to cooperate on the timing of inspections. City inspections shall include, at a minimum, the following:

- a. Temporary construction boundary fencing;
- b. Stormwater Pollution Prevention Plan maintenance and compliance
- c. Footings;
- d. Initial installation of brick or stone work;
- e. Electrical work;
- f. Final inspection.

8. Completion of Construction. Construction of the Project shall commence no later than July 1, 2023 and shall be completed within 270 days from commencement of construction, absent unavoidable delays not caused by Rotary. The City may agree to a reasonable extension of the completion deadline in its sole discretion. All construction equipment and materials shall be removed from the Property upon completion of construction. Upon completion of construction all property owned by the City that is impacted by the Project other than the Project itself, shall be restored by Rotary to its original condition at Rotary's cost. Such restoration may include, but not necessarily be limited to, grading, sodding or seeding as well as any necessary watering. Such restoration is subject to approval by the City.

9. Abandonment; Rotary Escrow Account (Performance). If Rotary abandons construction of the Project with no construction activity for a period of at least 30 days, or Rotary does not timely

complete construction of the Project as set forth in Paragraph 8 above, the City may in its sole discretion, and upon 10 days written notice to Rotary, either complete construction of the Project at Rotary's cost or else remove all or part of the completed portions of the Project, also at Rotary's cost. City shall deposit in an escrow account with Farmer's State Bank the sum of \$10,000.00 (after receipt of payment from Rotary) so that the City may use such funds in the event of abandonment or untimely completion of the Project ("Performance Escrow Account"). Rotary agrees to execute an escrow agreement substantially in the form attached as Exhibit "C" and provide payment to the City for the Performance Escrow Account (prior to commencement of construction). Rotary shall be entitled to receive interest on the Performance Escrow Account commencing with deposit and ending upon closure of the account pursuant to the terms of the escrow agreement. If all or a portion of the funds in such Performance Escrow Account remains after completion of construction and acceptance by the City of the Project, such remaining amount, after deduction for escrow agent fees and expenses, may be returned to Rotary pursuant to the terms of the escrow agreement.

10. Warranty: Rotary warrants that the Project shall be free from defects in material and workmanship for a period of one (1) year following the date of completion of construction and acceptance of the Project by the City. Rotary shall repair or replace any portion of the Project shown to be defective during that one (1) year period. The City agrees to promptly notify Rotary upon discovery of any defects. Failure by Rotary to timely repair or replace any defect shall entitle the City, in its sole discretion and without limitation as to any other available remedy at law or in equity, repair or replace such defect and collect the cost of repair or replacement from the Maintenance Escrow Account as provided in Paragraph 11 below.

11. Maintenance Escrow Account. No later than the completion of construction and acceptance by the City of the Project, the City shall, after receipt of payment from Rotary, deposit in an escrow account with Farmer's State Bank the sum of \$10,000.00 so that the City may use such funds to pay for maintenance and repair of the Project for a period of one (1) year after completion of construction and acceptance of the Project by the City ("Maintenance Escrow Account"). Rotary agrees to execute an escrow agreement substantially in the form attached as Exhibit "D," and provide payment to the City for the Maintenance Escrow Account no later than the completion of construction and acceptance of the Project by the City. Rotary shall be entitled to receive interest on the Maintenance Escrow Account commencing with deposit and ending upon closure of the account pursuant to the terms of the escrow agreement. If all or a portion of the funds in such Maintenance Escrow Account remains after the expiration of one (1) year and payment for all necessary repairs and maintenance during that period has been made, such remaining amount, after deduction for escrow agent fees and expenses, may returned to Rotary pursuant to the terms of the escrow agreement.

12. Donation of Project to the City. At the conclusion of construction of the Project and acceptance by the City, Rotary agrees that all of Rotary's rights, title and interest in the Project shall be donated to the City at no cost to the City. The City agrees to accept such donation. No further act by the parties shall be necessary to effectuate such donation and acceptance.

13. Maintenance of Project by the City. The City agrees that after the one-year maintenance and repair period set forth in Paragraph 10 above, the City shall be responsible for all necessary repairs and maintenance thereafter, at the City's cost. The City agrees to reasonably maintain and repair the Project for at least twenty-five (25) years after the City's maintenance and repair obligation commences. After such twenty-five (25) year period the City may continue to reasonably maintain and repair the Project until the Project can no longer be feasibly maintained or repaired, or the Property is needed for another City project or City infrastructure, whichever occurs first.

14. Curb Cut on Frontage Road to W First Street. The City agrees to provide a curb cut on the "frontage road" to West First Street near the Behrens Rapp Station for recreational trail access to the Project. Such curb cut shall be completed by Rotary at their cost, with proper right of way permit for the work.

15. Preservation of Trees. Rotary acknowledges the importance of preservation of trees in the area of the Project. Although the City acknowledges that some trees may need to be removed, Rotary agrees to minimize the loss of trees to the extent feasible. Any tree removal shall be identified in plans and specifications for the Project which are subject to approval by the City. Any trees removed by Rotary for the Project shall be replaced with trees of similar kind and quality approved by the City and placed at a location directed by the City, all at Rotary's cost.

16. Tow of the Levee. The City agrees to delineate and clearly identify the start of the tow of the levee near the Property prior to commencement of construction of the Project so that there is no encroachment on the levee by construction or associated activity. Such delineation and identification shall be done at no cost to Rotary and shall occur within five (5) days of notice of request by Rotary. No construction activities may begin until after such delineation and identification.

17. Clearing of Property. The City agrees to clear the Property by removing existing turf and trees as needed, for the construction of the Project. The City shall also relocate any signs that would interfere with construction. Such work shall be done at no cost to Rotary and shall commence within five (5) days of notice of request by Rotary.

18. Indemnification. Rotary agrees to hold harmless and indemnify the City and its employees, agents and elected and appointed officials from all actions, claims, liabilities, assertions of liability, losses, costs and expenses whatsoever, in law or equity, including but not limited to attorney fees and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, from the design, construction or installation of the project, or any part thereof, or as a result of the duties and obligations required by this Agreement.

19. Insurance. Rotary shall procure insurance as set forth in Exhibit "E" attached and to provide a certificate to the City evidencing such insurance prior to the commencement of construction.

20. Private Project. The Project is being funded and undertaken by a private entity with no expenditure of public funds. Any contract for goods or services entered into by Rotary for the Project is not subject to public bidding laws.

21. Compliance with Laws and Regulations. Rotary agrees to comply fully with all applicable federal, state and local laws and regulations applicable to this Agreement, and also to comply with all City ordinances, rules, regulations and standards applicable to the Project.

22. Incorporation of Exhibits. All exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

23. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, should the other party default in any of the terms of this Agreement, and through no fault of the party initiating the termination; provided, however, that the party in default or alleged default shall be allowed to cure such default prior to the expiration of the thirty-day period in which case the Agreement shall not be terminated. Said thirty-day period shall extend the deadline for completion of the Project under Paragraph 8 above assuming the default or alleged default is cured to the satisfaction of the initiating party within such thirty-day period. The terms of Paragraph 9 in regard to completion of the Project may apply in the event of Termination.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

25. No Employment, Joint Venture Relationship. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties, or a joint venture.

28. Notices. Any notices, consents, or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given when received, delivered by United States registered or certified mail, postage prepaid, return receipt requested, or nationally-recognized overnight delivery service, to the other party to be notified, at the addresses listed below:

If to Rotary: Mike Butler  
1022 Washington St.  
Cedar Falls, Iowa 50613

If to the City: Stephanie Houk Sheetz  
Director of Community Development  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
(319) 268-5151

29. Entire Agreement: Amendment. This Agreement, together with the attached Exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, understandings, or promises, both verbal and written. This Agreement may only be amended by written instrument signed by both parties.

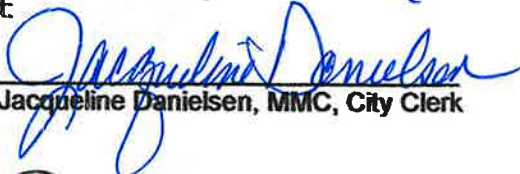
30. City Council Approval. This Agreement is subject to approval by the City Council of the City.

IN WITNESS WHEREOF, the City and Rotary have executed this Agreement as of the date stated above.

City of Cedar Falls, Iowa

By:   
Robert M. Green, Mayor

Attest:

  
Jacqueline Daniels, MMC, City Clerk

The Rotary Club of Cedar Falls

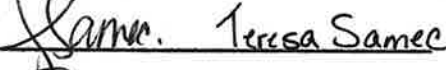
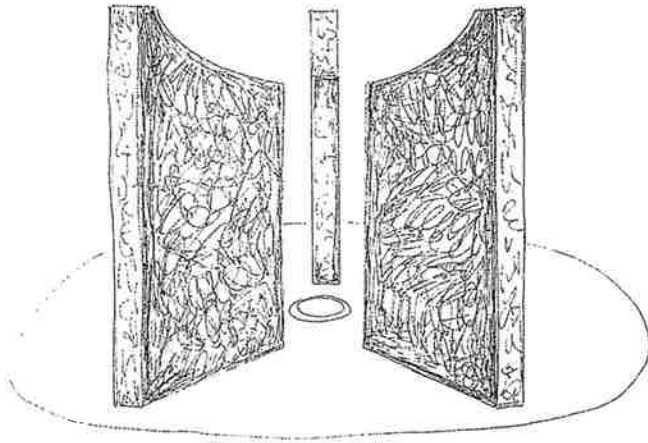
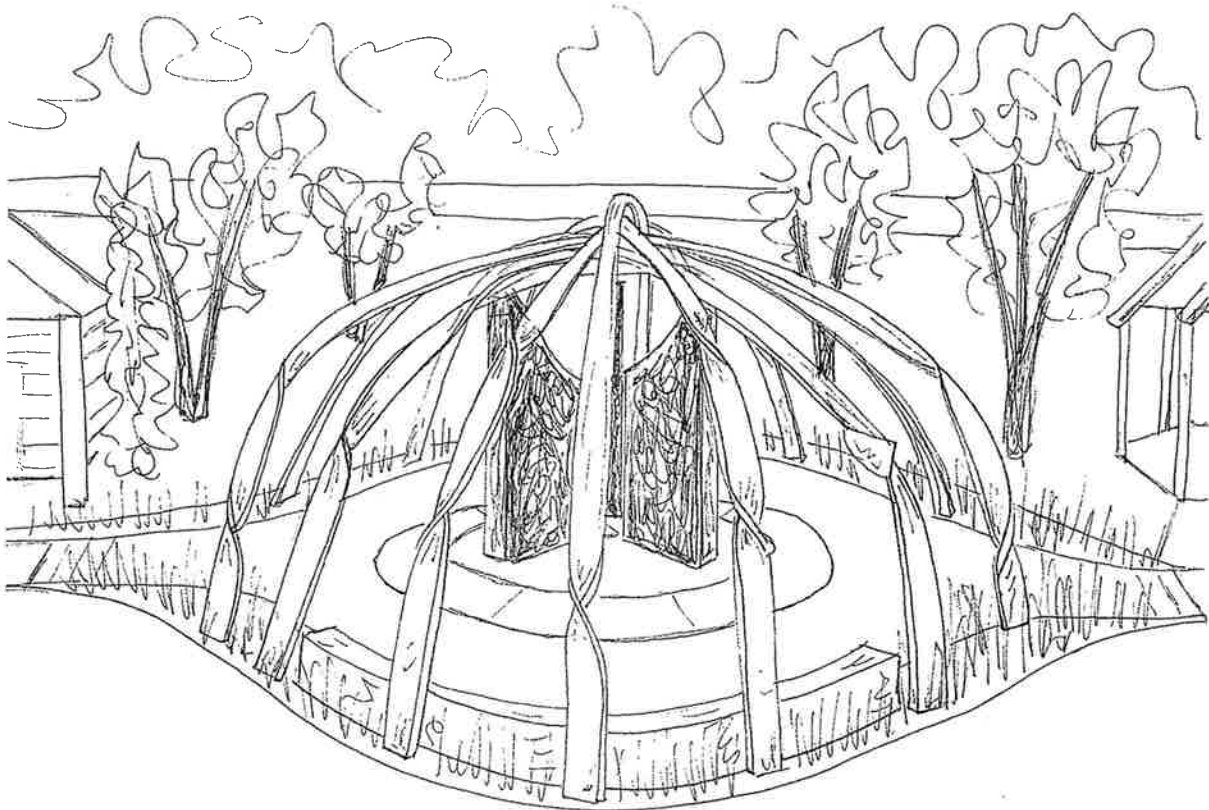
By:   
Its: President

Exhibit A  
Site Plan



**Exhibit B**  
Illustration of Project



## Exhibit C

### CASH ESCROW AGREEMENT (PERFORMANCE) FOR ROTARY PLAZA IN THE CITY OF CEDAR FALLS, IOWA

This Cash Escrow Agreement (Performance) ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

WHEREAS, the parties are entering into that certain Agreement for Rotary Plaza between the City and Rotary dated September 6, 2022 contemporaneously herewith ("Rotary Plaza Agreement"), attached hereto as Exhibit "1" and incorporated herein by this reference, which Rotary Plaza Agreement establishes the terms and conditions of the design and construction of an amenity to be known as Rotary Plaza; and

WHEREAS, said Rotary Plaza Agreement provides in part that an escrow account shall be established and funded by Rotary for the City to use under certain conditions; and

WHEREAS, the parties desire to execute this Agreement to establish such escrow account and provide the mechanism for withdrawal from such escrow account.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Rotary Plaza Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Escrow Agent. The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The fees for the Escrow Agent are set forth in Exhibit "2" attached and are to be paid by Rotary upon termination of the Escrow Account, but prior to the distribution of any remaining funds in the Escrow Account at termination.
2. Delivery of Escrow Deposit. Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:
  - a. All parties to this Agreement, or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.
  - b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.
  - c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.
3. Escrow Account. The Escrow Account shall be interest bearing at the current interest rate which is in effect from time to time, accounted for in regular monthly intervals and at termination, and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.



4. Conditions of Escrow.

a. In the event of the occurrence of either Paragraph 2(a),(b) or (c) above, this Agreement shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to Rotary or its Successors or Assigns, whereupon the duties of the Escrow Agent are terminated.

b. If the City is entitled to the funds placed in the Escrow Account, or any part thereof, pursuant to the terms and conditions of this Agreement, or the attached Rotary Plaza Agreement, the Escrow Agent shall deliver the same to the City upon request of the City. This authority shall include delivery of said funds to a transferee authorized in writing by the City. Any request by the City for funds from the Escrow Account shall:

i. Be in writing and delivered to the Escrow Agent and to Rotary.

ii. Include the amount of the request and reasonable detail of the facts and circumstances giving rise to the request.

c. The Escrow Agent shall have no responsibility whatsoever to ensure that the Rotary or its Successors or Assigns and the City perform any of the terms of the attached Rotary Plaza Agreement. Responsibility of the Escrow Agent is limited to effecting the transfer of funds in the Escrow Account as expressly directed and agreed pursuant to said Rotary Plaza Agreement and this Agreement.

d. This escrow, power, authority and direction may similarly be used by any and all members of the Escrow Agent or successors thereof.

5. Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of each party hereto and its successors and assigns. The parties may assign rights under this Agreement only to the same extent they are permitted to do so under the Rotary Plaza Agreement.

Dated at Cedar Falls, Black Hawk County, Iowa as of the date first stated above.

The Rotary Club of Cedar Falls

By: \_\_\_\_\_ (name)

Its: \_\_\_\_\_ (title)

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
Robert M. Green, Mayor

Attest: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

RECEIPT AND ACCEPTANCE OF ESCROW

The undersigned hereby acknowledges receipt of \$10,000.00, as designated in the foregoing Cash Escrow Agreement (Performance) and agrees to act as Escrow Agent for such purposes, and to perform its duties and responsibilities pursuant to the instructions and other terms and conditions set forth in the foregoing Cash Escrow Agreement (Performance).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Farmers State Bank

By: \_\_\_\_\_ (name)

Its: \_\_\_\_\_ (title)

## Exhibit D

**CASH ESCROW AGREEMENT (MAINTENANCE)  
FOR ROTARY PLAZA IN THE CITY OF CEDAR FALLS, IOWA**

This Cash Escrow Agreement (Maintenance) ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

WHEREAS, the parties are entering into that certain Agreement for Rotary Plaza between the City and Rotary dated September 6, 2022 contemporaneously herewith ("Rotary Plaza Agreement"), attached hereto as Exhibit "1" and incorporated herein by this reference, which Rotary Plaza Agreement establishes the terms and conditions of the design and construction of an amenity to be known as Rotary Plaza; and

WHEREAS, said Rotary Plaza Agreement provides in part that an escrow account shall be established and funded by Rotary for the City to use under certain conditions; and

WHEREAS, the parties desire to execute this Agreement to establish such escrow account and provide the mechanism for withdrawal from such escrow account.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Rotary Plaza Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Escrow Agent.** The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The fees for the Escrow Agent are set forth in Exhibit "2" attached and are to be paid by Rotary upon termination of the Escrow Account, but prior to the distribution of any remaining funds in the Escrow Account at termination.
2. **Delivery of Escrow Deposit.** Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:
  - a. All parties to this Agreement, or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.
  - b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.
  - c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.
3. **Escrow Account.** The Escrow Account shall be interest bearing at the current interest rate which is in effect from time to time, accounted for in regular monthly intervals and at termination, and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

4. Conditions of Escrow.

a. In the event of the occurrence of either Paragraph 2(a),(b) or (c) above, this Agreement shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to Rotary or its Successors or Assigns, whereupon the duties of the Escrow Agent are terminated.

b. If the City is entitled to the funds placed in the Escrow Account, or any part thereof, pursuant to the terms and conditions of this Agreement, or the attached Rotary Plaza Agreement, the Escrow Agent shall deliver the same to the City upon request of the City. This authority shall include delivery of said funds to a transferee authorized in writing by the City. Any request by the City for funds from the Escrow Account shall:

i. Be in writing and delivered to the Escrow Agent and to Rotary.

ii. Include the amount of the request and reasonable detail of the facts and circumstances giving rise to the request.

c. The Escrow Agent shall have no responsibility whatsoever to ensure that the Rotary or its Successors or Assigns and the City perform any of the terms of the attached Rotary Plaza Agreement. Responsibility of the Escrow Agent is limited to effecting the transfer of funds in the Escrow Account as expressly directed and agreed pursuant to said Rotary Plaza Agreement and this Agreement.

d. This escrow, power, authority and direction may similarly be used by any and all members of the Escrow Agent or successors thereof.

5. Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of each party hereto and its successors and assigns. The parties may assign rights under this Agreement only to the same extent they are permitted to do so under the Rotary Plaza Agreement.

Dated at Cedar Falls, Black Hawk County, Iowa as of the date first stated above.

The Rotary Club of Cedar Falls

By: \_\_\_\_\_ (name)

Its: \_\_\_\_\_ (title)

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
Robert M. Green, Mayor

Attest: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

RECEIPT AND ACCEPTANCE OF ESCROW

The undersigned hereby acknowledges receipt of \$10,000.00, as designated in the foregoing Cash Escrow Agreement (Maintenance) and agrees to act as Escrow Agent for such purposes, and to perform its duties and responsibilities pursuant to the instructions and other terms and conditions set forth in the foregoing Cash Escrow Agreement (Maintenance).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Farmers State Bank

By: \_\_\_\_\_ (name)

Its: \_\_\_\_\_ (title)



## DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS  
 6510 HUDSON ROAD  
 CEDAR FALLS, IOWA 50613  
 PH: 319-268-4266  
 FAX: 319-277-9707

## MEMORANDUM

**TO:** The Honorable Mayor Green and City Council  
**FROM:** Cory Hurless, Cultural Programs Supervisor  
**DATE:** August 25, 2023  
**SUBJECT:** Iowa Arts Council Cultural Leadership Partners Program Operating Support Grant

The Hearst Center was awarded \$10,000 from the Iowa Arts Council through the Cultural Leadership Partners Program Operating Support Grant opportunity. This is the third and last year of this three-year grant award. The final report for year one was submitted and accepted. Our FY24 request focused on supporting a series of operational and programming expenses for the Hearst Center.

Our FY24 application included: Permanent collection conservation and framing, emergency planning equipment, workshops and programming, and exhibition expenses.

The grant does not have a match requirement. Funds must be spent by June 30, 2024.

Funding for the program is made possible by an annual appropriation from the Iowa Legislature to the Iowa Arts Council, a division of the Iowa Department of Cultural Affairs and by the National Endowment for the Arts, a federal agency.

Please reach out if you have any questions.

CC: Stephanie Sheetz, Community Development Director  
 Jennifer Pickar, Cultural Programs Manager

## IOWA ECONOMIC DEVELOPMENT AUTHORITY

### Cultural Leadership Partners Program Operating Support Grant GRANT AGREEMENT

#### Article 1. Grant Information.

<b>Fiscal Year:</b>	2024	<b>Grant Award:</b>	\$10,000.00
<b>Grant Number:</b>	202406-12830	<b>Final Report Due Date:</b>	08-01-2024
<b>Project Start Date:</b>	07-01-2023	<b>Project End Date:</b>	06-30-2024
<b>Program:</b>	Cultural Leadership Partners Program Operating Support Grant		
<b>Grantee:</b>	Cultural Division, City of Cedar Falls		
<b>Project Title:</b>	Operating Support		
<b>Project Description:</b>	The project description is attached to the application, which can be accessed in Salesforce, and is incorporated herein by this reference as though fully set out herein.		
<b>Funding Source:</b>	This Grant is a subaward under the State Partnership Agreement 1914152-61-23 issued by the National Endowment for the Arts to the Iowa Arts Council, which exists within the Iowa Economic Development Authority, on May 17, 2023 in the amount of \$865,270.00 to support arts programs, services, and activities associated with carrying out the National Endowment for the Arts-approved strategic plan. (Assistance Listing Number: 45.025). Subawards are subject to <a href="#">2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</a> , and to the <a href="#">General Terms &amp; Conditions for Partnership Agreements</a> . The amount of this Grant Award directly supported by federal funds is \$10,000.00. The amount of this Grant Award supported by state matching funds to the federal award is \$10,000.00. By execution of this Agreement, Grantee assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and that no Grant Funds will be used in transactions with any entity that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.		

#### Article 2. Identification of Parties.

This Grant Agreement (the “Agreement”) is made between the Iowa Economic Department Authority, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 (“Authority”) and Grantee (each a “Party,” and collectively the “Parties”):



<b>Grantee:</b>	Cultural Division, City of Cedar Falls
<b>Acting Entity:</b>	James & Meryl Hearst Center for the Arts
<b>Grantee UEI:</b>	EGCPJFKF3NC9
<b>Grantee FEIN:</b>	42-6004332
<b>Grantee Authorized Official:</b>	Rob Green
<b>Grantee Primary Contact:</b>	Cory Hurless
<b>Grantee Address:</b>	304 W Seerley Blvd Cedar Falls, Iowa 50613

WHEREAS, Authority is a public instrumentality and agency of the State of Iowa charged with the administration of the Program and authorized to enter into this Agreement pursuant to Iowa Code sections 15.106A and 15.108; and

WHEREAS, Grantee is an entity legally recognized and located in the State of Iowa and, through its Authorized Official, is authorized to make and sign any contracts and agreements and perform any acts which may be necessary, desirable or proper to carry out the conditions of this Agreement,

NOW THEREFORE, Authority and Grantee hereby enter into this Agreement.

### **Article 3. Grant Funds.**

- 3.1 **Funding Source and Maximum Payment.** Disbursement of Grant Award funds (or “Grant Funds”) are limited to those monies specifically appropriated and legally available to Authority for the funding of Grantee’s Project, including the work, services, and budget to be accomplished by Grantee under the Program as described in this Agreement, Grantee’s application for this Grant, and in the award letter. The Grant Award shall be the maximum amount disbursed by Authority to Grantee for reimbursement of its costs and expenses under this Agreement. This Agreement shall not constitute any obligation or debt of Authority or the State of Iowa.
- 3.2 **Disbursement of Funds.** Grantee must submit the Payment Request Form and supporting documentation as required by the Authority in the same state fiscal year during which expenses are incurred to request disbursement of the Grant Award. After receipt of the Payment Request Form and supporting documentation as required by Authority, Authority will authorize disbursement of some or all of the Grant Award on a reimbursement basis only to the extent that Authority determines, in its sole discretion, that Grantee, its affiliates, employees, officers, agents and subcontractors, and the Project strictly complied with the terms of this Agreement. Substantial compliance with the terms of this Agreement does not constitute compliance for the purposes of receiving a reimbursement distribution. All reimbursement distribution decisions by Authority are final. Grantee shall be the sole authority to claim and receive any disbursements.

- 3.3 **Disallowed Costs.** Grant Funds shall not be used for payment of costs or expenses incurred by Grantee that do not meet requirements set forth in the Program guidelines and this Agreement, or that are incurred prior to the Project Start Date or after the Project End Date. Grantee must adhere to all federal requirements, including any noted in this Agreement, if Grant Funds are direct federal subawards or subawards made as state cost share to federal funds. Any costs or expenses which are determined to be unallowable by Authority shall be returned by Grantee to Authority within thirty (30) days of written notice of the disallowance. Except to the extent barred by law, Grantee retains responsibility for demonstrating eligibility of costs and expenses and will hold Authority harmless for any disallowance related to the eligibility of costs and expenses, including repayment of ineligible amounts.

#### **Article 4. Terms of the Grant.**

- 4.1 **Effective Dates.** This Agreement shall be in full force and effect from the date of signature by the Director of Authority and shall continue in effect until the Contract End Date specified in the written Notice of Final Contract Closeout to be provided by Authority to Grantee following Authority's receipt and acceptance of the Final Report, unless terminated earlier under Article 7.
- 4.2 **Non-Assignment.** Grantee will not assign this Agreement or otherwise transfer any of its rights hereunder or delegate any of its obligations hereunder without the prior written consent of Authority. Any such attempted assignment, transfer or delegation without Authority's prior written consent shall be void.
- 4.3 **Compliance with Law.** Grantee, its affiliates, employees, officers, agents, and subcontractors, shall comply with all applicable federal, state, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement.
- 4.4 **Equal Opportunity and Accessibility.** Grantee, its affiliates, employees, officers, agents, and subcontractors, shall not discriminate on the basis of age, color, creed, disability, gender, national origin, race, religion, sex or sexual orientation against any party when performing within the scope of this Agreement. All parties involved in the Project and their agents shall comply with Title VI of the Civil Rights Act of 1964, the Fair Labor Standards Act, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- 4.5 **Policies, Guidelines and Rules.** Grantee, its affiliates, employees, officers, agents, and subcontractors shall abide by and comply with all applicable published Authority policies, procedures, guidelines and rules when performing under this Agreement. These policies, procedures, guidelines and rules include, but are not limited to, Authority's funding policies, Iowa Code, including but not limited to Iowa Code Chapter 15, and Iowa Administrative Code.

- 4.6 Execution of Project and No Extensions. Grantee shall execute the Project, including use of the Grant Award and all other fiscal and programmatic activity, as described in this Agreement and Grantee's application, between the Project Start Date and Project End Date. Grantee acknowledges that Authority may, but is under no obligation to, approve extension requests for the Project beyond the Project End Date stated herein.
- 4.7 Authority Access. Upon written request, Grantee shall provide Authority access to the Project for the purpose of observation, evaluation or to provide appropriate Authority representation.
- 4.8 Acknowledgement. In all promotion, publicity, and advertising pertaining to the Project, Grantee shall recognize and acknowledge the financial contribution of Authority, the State of Iowa and, if applicable, the appropriate federal agency, to the Project using published or provided credit lines and logos or in a different manner acceptable to Authority.
- 4.9 Payment to Service Providers. Grantee agrees to pay in a timely manner all providers of goods and/or services specified in Grantee's application when goods are delivered or services are rendered in connection with the Project. Grantee shall pay all providers of goods or services on or before the Project End Date.
- 4.10 Modification. Neither this Agreement nor any documents incorporated by reference herein may be changed, waived, modified, amended or discharged except through a writing executed by both Authority and Grantee. All proposed modifications to the Project, as detailed in Grantee's application, must be submitted in writing to Authority by Grantee. Authority will consider the proposed modification, including whether Grantee's request is so substantial as to necessitate re-evaluating Authority's decision to provide Grant Funds for the Project. Any proposed modification to the Project or to this Agreement will be denied by Authority if it substantially alters the circumstances under which the Grant Award was originally approved or if it does not meet requirements set forth in the Program guidelines.
- 4.11 Change in Law. Notwithstanding Section 4.10 herein, this Agreement is subject to any change in any applicable federal, state or local laws, regulations, rules, orders or policies. Authority may unilaterally modify in writing the Agreement at will in order to accommodate any above-referenced change(s) and deliver such amendment to this Agreement to Grantee. Failure by Authority to notify Grantee of such changes does not negate Grantee's responsibility to comply with the Agreement as modified and any applicable federal, state or local laws, regulations, rules or policies.
- 4.12 Project Cancellation. Grantee must submit written notification to Authority if the Project is cancelled. In such an event, Grantee shall return to Authority the full amount of Grant Funds that have been disbursed within thirty (30) days of the written notification and no later than the Final Report Due Date. Notwithstanding the foregoing, if Grantee is unable to fulfill this Agreement by virtue of any act or regulation of any public authority, on account of any rule or order of any military or civil authority, on account of any war or

other national or state-declared emergency, or because of riot, epidemic, act of God, or any similar cause beyond Grantee's control, Grantee may, in Authority's sole discretion, be excused from performance of the terms of this Agreement to the extent such performance is prevented. In such an event, Grantee shall promptly return to Authority any unexpended or unobligated Grant Funds.

- 4.13 **Record Retention and Access.** Grantee shall maintain its books, documents and records related to the Project, including but not limited to books, documents and records that sufficiently and properly document Grantee's receipt and use of Grant Funds under this Agreement, for a period of at least three (3) years following the Final Report Due Date or completion of any required audit, whichever is later. Grantee shall permit the Auditor of State or any authorized representative of the State of Iowa, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, or electronic or optically stored and created records or other records relating directly or indirectly to the Project or Grant Award.
- 4.14 **Audit Requirements for Expenditure of Federal Funds.** Grantee shall submit a Single Audit Exemption Form to Authority for each fiscal year Grantee expends less than \$750,000 in federal funds. Grantee shall submit an audit report to Authority for each fiscal year Grantee expends \$750,000 or more in federal funds, or such other amount as may subsequently be set by applicable federal law or rule.
- 4.15 **Final Report Requirements.** Grantee shall prepare, review and sign a Final Report in form and content specified by Authority and remit any unspent Grant Funds to Authority by no later than the Final Report Due Date. Authority may include Grantee on a list of entities subject to an Authority-wide funding moratorium of no less than one (1) year if the Final Report and/or any unspent Grant Funds are not submitted to Authority by the Final Report Due Date. Authority may also initiate legal proceedings for Grantee's failure to return unspent Grant Funds.

## **Article 5. Representations and Warranties.**

Grantee represents and warrants the following:

- (a) Grantee has complied with all federal, state and local laws regarding business permits, licenses, authorizations, approvals or other actions or filings that will be required to complete the Project;
- (b) Grantee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Grantee's duties and obligations under this Agreement; and
- (b) This Agreement and other documents and agreements required by this Agreement when delivered hereunder are and will be legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

## **Article 6. Indemnification.**

- 6.1 Indemnification by Grantee. Grantee shall indemnify, defend and hold harmless Authority and the State of Iowa, their members, employees, officials, officers, and agents, appointed and elected, paid and unpaid, from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of time spent by the Attorney General's Office, and the costs, expenses and reasonable fees of other counsel retained to represent the State of Iowa or Authority, relating to or arising from any acts or omissions by Grantee, its agents and subcontractors, while performing or attempting to perform under this Agreement, including, but not limited to, breaches of any term or condition of this Agreement, failures to comply with any applicable local, state, federal or international laws, rules and regulations, and any misappropriations or violations of any intellectual property, proprietary or personal rights, such as patents, copyrights, trade secrets, trademarks, trade dress, mask work and utility designs. Grantee's obligations under this Article 6 shall survive termination of this Agreement.
- 6.2 Defense of Claim. Authority shall control the defense of any claim against Authority. Authority may, at its option, tender the defense to Grantee in which case it shall reasonably cooperate with Grantee to facilitate the defense of any claim against Authority . Even if Authority chooses to tender the defense, Authority reserves the right to participate in such defense and any settlement or other discussions to resolve the claim to the extent Authority, in its sole discretion, determines such participation to be in the best interests of the State of Iowa.

## **Article 7. Termination.**

- 7.1 Default and Termination for Cause by Notice. The occurrence of any one or more of the following events shall constitute cause for Authority to declare Grantee in default and terminate this Agreement:
- (a) Any breach by Grantee of any material term, provision, obligation, representation or warranty of this Agreement, including any statement provided in connection with this Agreement that is false, deceptive, misleading or materially incorrect or incomplete;
  - (b) Grantee becomes the subject of any bankruptcy or insolvency proceeding, is dissolved, or its existence or authority to engage in business is suspended, terminated, revoked or forfeited;
  - (c) Grantee fails to comply with any applicable state or federal laws, rules, ordinances, regulations or orders in connection with the Project and Grantee's performance under this Agreement;
  - (d) In Authority's sole determination, the Project is not operated and maintained at a professional level consistent with the highest standards applicable in Grantee's industry, or is no longer serving and providing a public use or benefit consistent with the public purposes forming the basis for the Grant Award; or
  - (e) Grantee is engaging in conduct that has or may expose the State of Iowa, Authority or Grantee to liability.

Unless, in the sole discretion of Authority, a default cannot be remedied, Authority shall provide at least thirty (30) days written notice to Grantee requesting that the breach or noncompliance be remedied within the time specified in the written notice. If the breach or noncompliance is not timely remedied, Authority may thereafter terminate the Agreement without additional notice.

7.2 Immediate Termination by Authority. Notwithstanding the above Section 7.1, Authority may terminate this Agreement immediately, without notice, for any of the following reasons:

- (a) Grantee, its agent or subcontractor, has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or otherwise acted in bad faith;
- (b) In Authority's sole determination, Grantee has not made substantial progress toward completion of the Project within one hundred eighty (180) days after the Project Start Date, or Grantee fails to complete the Project by the Project End Date;
- (c) Grantee through its actions, or failures to act, including by its agents, employees, and subcontractors, has caused or reasonably could cause, life, health or safety of any persons to be jeopardized;
- (d) Grantee fails to receive any required matching funds and other funds, besides the Grant Award, necessary to complete the Project under the terms of this Agreement; or
- (e) In Authority's sole discretion, a default cannot be remedied.

7.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, Authority shall have the right to terminate this Agreement immediately, without penalty and without advance notice, as a result of any of the following:

- (a) The federal funding source or the legislature or governor of the State of Iowa fails to appropriate or award funds sufficient in the sole opinion of Authority to allow Authority either to meet its obligations under this Agreement or to operate as required to fulfill its obligations under this Agreement;
- (b) Program funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Authority to make disbursement hereunder are insufficient or unavailable for any other reason as determined by Authority in its sole discretion;
- (c) Authority's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified, or if Authority's duties, programs or responsibilities are modified or materially altered; or
- (d) There is a decision of any court, administrative law judge or an arbitration panel, or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects Authority's ability to fulfill any of its obligations under this Agreement.

- 7.4 Non-Exclusive Remedy. Authority's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to it, and Authority shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.
- 7.5 Effect of Termination. If this Agreement is terminated by Authority pursuant to Sections 7.1 and 7.2 herein, Grantee shall repay the portion of disbursed Grant Funds that Authority determines were received by Grantee without fulfillment of Grantee's obligations hereunder within thirty (30) days of Authority's written request. If this Agreement is terminated by Authority pursuant to Section 7.3 herein, disbursements shall be paid for approved, documented Project costs and expenses incurred by Grantee through the termination date, subject to legally available Grant Funds.

#### **Article 8. General Terms and Provisions.**

- 8.1 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.
- 8.2 Choice of Law and Forum. This Agreement shall be governed in accordance with the laws of the State of Iowa and any action, including any proceeding of a quasi-judicial or judicial nature, relating to or arising out of this Agreement shall be brought in the Iowa District Court for Polk County or, should the aforementioned court lack jurisdiction, in the United States District Court for the Southern District of Iowa. Nothing in this Agreement shall be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to Authority or its agents, officers, employees, representatives, predecessors, successors, assigns, attorneys, agencies, divisions, departments, commissions, commissioners, boards, board members, and all other persons or entities acting on behalf of the State of Iowa.
- 8.3 Waivers and Consents. No waiver by Authority of any default hereunder, nor consent to any departure by Grantee from the provisions of this Agreement, shall in any event be effective unless the same shall be in writing and signed by Authority and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, and shall not operate as a waiver or consent with respect to any other default or departure or the same default or departure on a future occasion.
- 8.4 Rights and Remedies. Unless otherwise specifically provided herein, the rights and remedies of any of the Parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the Parties acknowledges that damages at law may be an inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any

rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threat of breach of any provision of this Agreement.

- 8.5 **Limitation of Financial Obligation.** It is agreed by Grantee that Authority shall not, under any circumstances, be obligated financially under this Agreement except to disburse Grant Funds according to the terms of the Agreement.
- 8.6 **Enforcement Expenses.** Grantee shall pay upon demand any and all reasonable fees and expenses of Authority, including the fees and expenses of Authority's attorneys including, without limitation, the reasonable value of time of the Attorney General's Office, experts and agents, in connection with the enforcement of any of the rights of Authority under this Agreement. Notwithstanding the foregoing, if Grantee is an agency, department or other public instrumentality of the State of Iowa subject to the provisions of Iowa Code section 679A.19, then any disputes between Authority and Grantee shall be submitted to arbitration pursuant to Iowa Code section 679A.19.
- 8.7 **Obligations Beyond Term.** This Agreement shall remain in full force and effect to the Contract End Date or until terminated pursuant to Article 7 herein. All obligations of Authority and Grantee incurred or existing under this Agreement as of the date of expiration or termination, including all representations, warranties and indemnifications contained herein, will survive the expiration or termination of this Agreement.
- 8.8 **Final Authority.** Authority shall have the final authority to assess whether Grantee has complied with the terms of this Agreement. The decision of Authority shall be final and binding on all issues concerning Grantee's compliance with this Agreement.
- 8.9 **Documents and Sources Incorporated by Reference.** The following are hereby incorporated by reference into this Agreement:
- Exhibit A, Cultural Leadership Partners Program Operating Support Grant Fiscal Year 2024 Guidelines.
  - Exhibit B, Grantee's application for Grant.
  - Exhibit C, Authority's award letter.
  - Exhibit D, Required Data for Grant (2 CFR 200.332)
  - Authority's published policies, procedures, guidelines and rules.
- 8.10 **Order of Priority.** In the event of a conflict between documents comprising this Agreement, the following order of priority shall be applied:
- First: Articles 1 through 8 of this Agreement.
- Second: Exhibit A, Cultural Leadership Partners Program Operating Support Grant Fiscal Year 2024 Guidelines.
- Third: Exhibit B, Grantee's application for Grant.
- Fourth: Exhibit C, Authority's award letter.
- Fifth: Exhibit D, Required Data for Grant (2 CFR 200.332)
- Sixth: Authority's published policies, procedures, guidelines and rules.



- 8.11 Independent Entity and Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent/principal relationship between the Parties hereto. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.
- 8.12 Absence of Rights in Third Parties. No provision of this Agreement shall be construed in any manner so as to create any rights in persons or entities that are not a party to this Agreement. The provisions of this Agreement shall be interpreted solely to define specific duties and responsibilities between Grantee and Authority and shall not provide any basis for claims of any other person or entity.
- 8.13 Public Record and Copyright. Grantee acknowledges that all materials submitted to Authority, including its application, this Agreement, and its Final Report, are public record and subject to the Open Records Law in Iowa Code Chapter 22. Grantee retains any copyright to all submitted material but acknowledges Authority shall use any or all of the material to acknowledge or present the work of Authority or the Program.
- 8.14 Binding Effect. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective Parties hereto, except in each case as expressly provided to the contrary in this Agreement.
- 8.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts shall together constitute one and the same instrument.
- 8.16 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:
- (a) Words importing the singular number include the plural number and words importing the plural number include the singular number;
  - (b) Headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement nor affect its meaning, construction, or effect;
  - (c) References in this Agreement to a particular "Section," "Article" or other subdivision shall be to such Section, Article or subdivision of this Agreement unless the context shall otherwise require;
  - (d) References in this Agreement to an "agreement" or "Agreement" shall include all amendments, modifications and supplements to such agreement or Agreement unless the context shall otherwise require; and
  - (e) When references are made in this Agreement or any of the schedules or exhibits attached hereto, it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.

- 8.17 Immunity and Limitation of Liability. Grantee acknowledges and agrees that the State of Iowa, Authority and all of their employees, agents, successors, and assigns, are immune from liability and suit for the activities of Grantee, or any subcontractor, involving third parties arising from the Agreement. Claims against Authority and the State of Iowa are handled according to the provisions in Iowa Code, Chapter 669, and Authority and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, nor is the State of Iowa or Authority obligated to establish any such fund during the term of this Agreement.
- 8.18 Notice. Any and all notices, consents, or any other communications provided for herein shall be given in writing by email, by receipted hand delivery, or by Federal Express, courier or other similar and reliable carrier. Notices and other communications required or permitted to be given under this Agreement shall be deemed given and received upon the earlier of actual receipt or: when sent, if sent by email during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; personal delivery to the recipient; or, two (2) business days after deposit with an overnight courier or other reliable carrier. From time to time the Parties may change the name and address of a person designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Notices and other communications shall be addressed to each Party as follows:
- If to Authority: Iowa Economic Development Authority  
Attn.: Jennie Knoebel  
1963 Bell Avenue, Suite 200  
Des Moines, Iowa 50315  
jennie.knoebel@iowaeda.com
- If to Grantee: James & Meryl Hearst Center for the Arts  
Cory Hurless  
304 W Seerley Blvd  
Cedar Falls, Iowa 50613  
cory.hurless@cedarfalls.com
- 8.19 Time is of the Essence. Time is of the essence with respect to Grantee's performance of its obligations under this Agreement.
- 8.20 Complete Integration. This Agreement contains the entire understanding between Grantee and Authority and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the Parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date on which this Agreement is executed by Authority.

**James & Meryl Hearst Center for the Arts:**

By:

Rob Green, Mayor		Date:	
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**IOWA ECONOMIC DEVELOPMENT AUTHORITY:**

By:

Deborah V. Durham, Director		Date:	
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**EXHIBIT D****Required Data for Grant (2 CFR 200.332)**

<b>Grantee Name:</b>	Cultural Division, City of Cedar Falls	<b>Performance and Budget Period Start Date:</b>	07-01-2023
<b>Grantee Unique Entity Identifier (UEI):</b>	EGCPJFKF3NC9	<b>Performance and Budget Period End Date:</b>	06-30-2024
<b>Federal Award Identification Number (FAIN):</b>	1914152-61-23	<b>Total Amount of Grant (Federal and Non-Federal)</b>	\$10,000.00
<b>Federal Award Date:</b>	May 17, 2023	<b>Amount of Federal Funds Obligated by this Agreement by Authority to Grantee:</b>	\$10,000.00
<b>Performance and Final Financial Report Due:</b>	08-01-2024	<b>Total Amount of Federal Funds Obligated to Grantee by Authority (Including Current Obligation):</b>	\$10,000.00
<b>Assistance Listings Number and Title:</b>	45.025 Promotion of the Arts Partnership Agreements	<b>Total Amount of Federal Award Committed to Grantee by Authority:</b>	\$10,000.00
<b>Federal Award Project Description:</b>	Purpose: To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan.		
<b>Federal Awarding Agency and Pass-Through Entity/State Arts Agency:</b>	National Endowment for the Arts Iowa Arts Council, which exists within the Iowa Economic Development Authority.		
<b>Contact Information for Authority:</b>	David Schmitz, Iowa Arts Council Director Iowa Economic Development Authority david.schmitz@iowaeda.com 1-515-348-6321		
<b>Is Award for R&amp;D:</b>	No.		
<b>Indirect Cost Rate for Federal Award:</b>	Not applicable.		
<b>Indirect Cost Rate for Grant:</b>			
<b>Terms and conditions Concerning Closeout of Grant.</b>	This Agreement will continue in effect until the Contract End Date specified in the written Notice of Final Contract Closeout to be provided to Grantee by Authority following Grantee's submission of the Final Report and any unspent funds to Authority.		

Grantee has an obligation to comply with all applicable laws, including federal laws, rules, codes, regulations and orders pursuant to Section 4.3 of the Agreement. The terms and obligations set forth in the Agreement are being imposed on Grantee so that Grantee uses federal funds in accordance with applicable federal statutes and regulations, and the terms and conditions of the federal award. These terms include, but are not limited to, Grantee's obligations to maintain certain records and allow access to said records for purposes of inspection or audit pursuant to Section 4.13, to submit any required audit reports under Section 4.14, and to comply with the reporting requirements under Section 4.15 of the Agreement.

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

VISITORS, TOURISM AND CULTURAL PROGRAMS  
6510 HUDSON ROAD  
CEDAR FALLS, IOWA 50613  
PH: 319-268-4266  
FAX: 319-277-9707

**MEMORANDUM**

**TO:** Mayor Robert M Green and City Council  
**FROM:** Jennifer Pickar, Tourism & Cultural Programs Manager  
**DATE:** August 22, 2023  
**SUBJECT:** Agreement with University of Northern Iowa for Panthers on Parade Project

The Cedar Falls Tourism & Visitors Bureau is bringing Panthers on Parade, a community pride project featuring the University of Northern Iowa's TC mascot, to the Cedar Valley. Approximately 25 six-foot tall fiberglass mascots will be embellished by local artists and displayed at various locations throughout the Cedar Falls area from May through October 2024. The project will engage local business sponsors to cover project expenses.

To replicate the TC mascots it is necessary to have a license and agreement in place with the University of Northern Iowa outlining the project and use of the mascot's likeness.

Staff recommends approving this agreement.

Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

## Memorandum of Agreement

between the City of Cedar Falls  
and the University of Northern Iowa

This Memorandum of Agreement (Agreement) is made and agreed to by the City of Cedar Falls (CF) and the University of Northern Iowa (UNI), and is effective as of the date of the last signature below.

The parties mutually agree as follows:

- I. **Background.** The parties have discussed and are planning a project currently entitled “Panthers on Parade” (Project). An overview of the Project is reflected in Attachment A, which is hereby incorporated into this Agreement.
- II. **License.** UNI hereby provides to CF a license to use the likeness of the UNI mascot, TC, for purposes of the Project and as described in this Agreement. CF shall bid fabrication of the mascot utilizing any specifications and details provided by UNI. CF shall obtain UNI’s approval on the fabricator. Except for the license granted herein, UNI retains all rights and ownership to the UNI mascot, UNI trademarks, and other intellectual property.
- III. **Project Work.** The Project work and details will be as reflected in Attachment A. Further Project details will be as agreed between the parties.
- IV. **Term and Termination.** The term of the Agreement and the Project will be effective as outlined in this Agreement, including Attachment A (which is currently planned to be through December 31, 2024, approximately), or as otherwise agreed to in writing by the parties. Upon termination of the Agreement, the license provided to CF by UNI herein shall terminate. If there is any disagreement between the parties relating to the Project or this Agreement, designated representatives of the parties will meet at reasonable times to discuss the issue(s) and attempt to determine a reasonable resolution before proceeding to any more formal process.
- V. **Miscellaneous.**
  - A. Both parties agree to comply with all applicable federal, state, and local laws and regulations.
  - B. Neither this Agreement nor any of the duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
  - C. Any modification to the Agreement must be done in writing and requires authorization from both parties to be effective.

IN WITNESS THEREOF, the parties hereto have duly executed this Agreement on the date(s) indicated below.

CITY OF CEDAR FALLS

\_\_\_\_\_ (date)  
*(add printed/typed name and title)*

UNIVERSITY OF NORTHERN IOWA

 \_\_\_\_\_ 8-22-23 (date)  
Pete Moris – Director of University Relations

## Attachment A

### Panthers on Parade

**Overview:**

Panthers on Parade is a project to showcase the community's pride and commitment to the University of Northern Iowa. Approximately 25 six-foot-tall fiberglass statues in the likeness of the UNI mascot, TC, will be embellished by artists with a connection to Iowa. The statues will be on display throughout the summer/fall 2024 throughout the Cedar Valley.

The Cedar Falls Tourism & Visitors Bureau is prepared to lead this project with input from UNI as outlined below.

**Proposed Display Dates:**

Installed May 1, 2024 on outside/public display through Homecoming in October 2024.

Statues will be sprayed with auto quality clear coat to help maintain quality of paint/artwork.

**Sponsors:**

The Cedar Falls Tourism & Visitors Bureau will work with UNI on a list of potential sponsors. The Tourism Bureau staff will secure sponsorships. A presenting sponsor will be sought. Sponsorships will include cost of statue, artist stipend, and marketing/administrative expenses.

Sponsors will own the statue following the display period unless other arrangements are made.

Sponsors will be required to be on-site during delivery and install to take responsibility for proper installation with guidance from the city.

We propose a sponsor preview with all completed statues in one staging area before installation. This would be a great media opportunity as well.

**Potential Locations:**

Sponsors will be encouraged to host statues on their private property, but there may be opportunities for sponsors that do not have a high traffic or very visible location. All statues must be available for public viewing on a nearly 24/7 basis from May 1 – October 27, 2024. After October 2024, we encourage sponsors to move statues indoors or to a protected location. We ask that sponsors communicate any new locations to the Tourism Bureau.

**Artists/Designs:**

The Tourism Bureau will work with the Hearst Center for the Arts to put out a statewide call for qualified artists. The Hearst staff will assist with artistic design and material guidelines. All designs will be pre-approved by a UNI representative and a city representative. Sponsors will be shown a pre-approved book of designs/artists on a first come, first served basis. Sponsors will select a design/artist and work together to finalize a look. No logos, except for pre-approved UNI logos, will be allowed. UNI and the Tourism Bureau have final sign off on all designs. Artists will be paid a stipend for their design and sign an agreement outlining stipend and timeline. Artist assistance for repairs during the parade



timeframe will be paid through the Panthers on Parade budget. Repairs after October 27, 2024 will be the responsibility of the sponsor.

**Marketing:**

The Tourism Bureau will create a marketing plan to promote Panthers on Parade including web/social media presence, media outreach, digital and printed maps and more.

Merchandise options could be possible: posters, postcards, stickers, etc.

**Proposed Timeline:**

August 2023	Project Becomes Public
August 2023	Sponsorship Sales Begin
August 2023	Call for Artists
Fall 2023	Artist Entries Due
Fall 2023	Title Sponsor Secured
Sept-Oct	Sponsors Matched with Artists
11/1/2023	Sponsor Sales End
11/17/2023	Statues Ordered
2/12/2023	Statues Delivered to Cedar Falls
2/15/2024	Statues Picked Up by Artists
2/15/2024	Marketing Preparation / Materials
4/19/2024	Artists Return Statues
4/25/2024	Sponsor Reception
4/29-5/01/24	Installation
May-Oct	Promotions throughout Parade
10/27/24	Public Parade Ends
11/27/24	Project Review

**Transportation (to CF, to artist, to staging area, to site):**

The Tourism Bureau will arrange for fiberglass statues to be shipped to Cedar Falls. We will need assistance finding a staging location/warehouse space for artists to pick up their statues and a location for them to drop them off once completed. This location could host a sponsor reception/preview before installation. Artists will be responsible for obtaining space to work on their statue and transportation from the staging location in Cedar Falls to and from their work space.

**Installation / Removal:**

The Tourism Bureau will coordinate installation (likely hiring assistance) but would be interested in assistance from UNI maintenance/grounds staff if possible. Statues will need to be affixed to a cement/metal pad (see pic) or securely anchored. Following the display period, the Tourism Bureau will arrange removal of a statue from the cement pad and removal/disposal of the cement pad during a limited time in November 2024. The Tourism Bureau will not move or transport any statues following installation.

Panthers on Parade

Example Mascots/Statues Secured to a base / sidewalk.



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

VISITORS, TOURISM AND CULTURAL PROGRAMS  
6510 HUDSON ROAD  
CEDAR FALLS, IOWA 50613  
PH: 319-268-4266  
FAX: 319-277-9707

**MEMORANDUM**

**TO:** Mayor Robert M Green and City Council  
**FROM:** Jennifer Pickar  
**DATE:** August 22, 2023  
**SUBJECT:** Agreement with Peters Construction for Panthers on Parade  
Transportation and Installation

Attached please find a contract to work with Peters Construction Corporation to assist with transportation, clear coating, and installing Panthers on Parade fiberglass mascots. Services will be provided from February to November 2024.

The cost of these services for 25 mascots is \$22,888 and will be covered by mascot sponsorships, pricing may increase only if additional mascots are sold. We released an RFP for these services and received one response. We are confident moving forward with this proposal.

Staff recommends approval.  
Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

CITY OF CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS

City of Cedar Falls & Peters Construction Corporation / Panthers on Parade Services

This Agreement is by and between Peters Construction Corporation ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor as invoices are received for services performed. The maximum amount of all payments for Services shall be the amount of \$22,888, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

### 3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

### 5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on December 31, 2024 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "B" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: \_\_\_\_\_ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.



16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Contractor:

Name: Jennifer Pickar

Name: Darin Gillett

Title: Tourism & Cultural Programs Manager

Title: Vice President

Address: 6510 Hudson Rd

Address: 901 Black Hawk Road

Cedar Falls, IA 50613

Waterloo, IA 50701

Telephone: 319-268-4266

Telephone: 319-236-2003

Email: jennifer.pickar@cedarfalls.com

Email: dgillett@peters.build

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

Peters Construction Corporation

By: 

Its: Vice President

Date: 8/22/2023

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

Date: \_\_\_\_\_



**Panthers on Parade Mascot Transportation & Installation  
Request for Proposal-Peters Construction Scope of Work  
August 14th, 2023**

**General Scope of Work**

- Pick up and safely transport 25 embellished statues to clear coat facility in/near Cedar Falls (preferably Peters Construction Warehouse) on or around April 16, 2024.
- Clear coat 25 embellished mascots with an agreed upon exterior urethane product (\$3,488 value included).
- Safely transport 25 coated statues and deliver to reception site in Cedar Falls (possibly on the UNI campus) on or around April 23, 2024.
- Deliver and install up to 25 mascots to 25 different locations in and around Cedar Falls, including pick up and installation of up to 25 cement pads for each statue from April 29 - May 3, 2024. Cement pad pick up at Cedar Falls Public Works Building and mascot pick up from reception venue.
- Installation may include affixing statue to sidewalk or cement pad in pre-determined location. City staff and location sponsor will be on-site during installation. \$500 allowance for anchorage hardware included.
- Following public display period, pick up cement pads in November 2024 and deliver to disposal site at Cedar Falls Public Works. Removal of up to 15 cement pads is anticipated. This does not include moving or removing mascot which is assumed to be by others.
- Provide each mascot location sponsor directions for safe statue removal.

**Experience**

- A project like this is very unique in the Cedar Valley area. Although Peters Construction has not been involved with a public art display quite like this in the Cedar Valley, this year we have been involved with many unique projects like the new bell installation in the Campanile at the University of Northern Iowa and several monument sign projects in the area. As a general contractor in the Cedar Valley and a large supporter of UNI we feel our ability to self-perform the installation with our own employee and equipment required for the installation will provide added value to the project.

**Approach**

- Peters will assign a project manager who will be involved with meeting with Cedar Falls staff, artists, as well as leading the installation crew from Peters Construction. The project manager will work closely with our general field superintendent along with installation and removal crew with day to day planning. We feel comfortable with the schedule enclosed and timeline durations specified in the RFP.

**Transporting**

- Peters Construction will be using multiple pad protected pull behind enclosed trailers to allow for securing of the mascots inside of the trailer along with full protection of each mascot with padded blankets. Each trailer will have a drop down gate to allow for the ease of the unloading of the mascots with the use of carts and manpower.

**Pricing**

Base price breakdown is as follows (note pricing is based upon work occurring concurrently):

1. Pick up (25) statues and deliver to clear coat facility.
2. Cost to clear coat (25) embellished mascots.
3. Pick up (25) clear coated statues and deliver to reception site.
4. Deliver and installation of (25) mascots including the pick up and installation of up to (25) cement pads for each.
5. Pick up (15) cement slabs and return to Cedar Falls Public Works.

**BASE BID TOTAL** **\$22,888.00**

Hourly rate for transportation of a single mascot during display period \$248.00 per hour  
(assumes two person crew and truck/trailer)

Proposal Submitted By:   
**Darrin Gillett, Vice President**

**References**

- Mike Zwanziger, Assistant Vice President, Director of Facilities Management University of Northern Iowa  
Phone: 319-273-7826
- Tom Nagle, Operation Director - Nagle Signs  
Phone: 319-233-4604

**Other Notes and Clarifications:**

- Pricing assumes project is tax exempt and is based on and in response to City of Cedar Falls RFP of July 20, 2023.





**ADDITIONAL REMARKS SCHEDULE**

AGENCY AssuredPartners Great Plains, LLC		NAMED INSURED Peters Construction Corporation 901 Blackhawk Road Waterloo IA 50701	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies when agreed to in a written contract to the General Liability policy per form CG7280 (07/17)  
 Governmental Immunity applies as respects to the General Liability policy per form IL7084 (06/16)  
 City of Cedar Falls is an Additional insured when required in a contract, agreement or permit with respects to the Auto Liability policy per form CA7109 (01/17)  
 Auto Liability policy is primary when required in a written contract or agreement per form CA7109 (01/17)  
 Waiver of Subrogation applies to the Auto Liability when required in a contract, agreement or permit per form CA7109 (01/06)  
 Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)  
 Umbrella is Follow Form  
 Iowa Changes - Cancellation and Nonrenewal applies with respects to the General Liability, Auto, Work Comp & Umbrella policies per form IL0276 (09/08)

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

### BLANKET WAIVER OF SUBROGATION

IF YOU ARE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, WHICH IS EXECUTED BEFORE A LOSS, TO WAIVE YOUR RIGHTS OF RECOVERY FROM OTHERS, WE AGREE TO WAIVE OUR RIGHTS OF RECOVERY.

THIS WAIVER OF RIGHTS APPLIES TO ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER, BUT SHALL NOT BE CONSTRUED TO BE A WAIVER WITH RESPECT TO ANY OTHER OPERATIONS IN WHICH THE INSURED HAS NO CONTRACTUAL INTEREST.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$ Incl.

Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS - COMPLETED OPERATIONS COVERAGE – AUTOMATIC STATUS FOR OTHER PARTIES AND COMPLIANCE WITH WRITTEN CONTRACTUAL REQUIREMENTS (THROUGH ISO 07/04 COVERAGE OPTIONS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

**B.** The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” which may be imputed to that person or organization directly arising out of:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the “written contract”; or
  - b. “your work” that is specified in the “written contract” but only for “bodily injury” or “property damage” included in the “products-completed operations hazard”, and only if:
    - (1) The “written contract” requires you to provide the additional insured such coverage; and
    - (2) This coverage part provides such coverage; and
    - (3) Such coverage will not apply subsequent to the first to occur of the following:
      - i. The expiration of the period of time required by the “written contract”; or
      - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of “your work”.
2. If the “written contract” specifically requires you to provide additional insurance coverage via the 04/13 edition of CG2010 (aka CG 20 10 04 13), or via the 04/13 edition of CG2037 (aka CG 20 37 04 13), then in paragraph **B.1.** above, the words “which may be imputed to that person(s) or organization(s) directly arising out of” are replaced by the words “caused in whole or in part by”.
3. If the “written contract” specifically requires you to provide additional insurance coverage via the 07/04 edition of CG2010 (aka CG 20 10 07 04), or via the 07/04 edition of CG2037 (aka CG 20 37 07 04), then in paragraph **B.1.** above, the words “which may be imputed to that person(s) or organization(s) directly arising out of” are replaced by the words “caused in whole or in part by”.
4. With regards to **B.1.** and **B.2.** above only, the following conditions are added;
  - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
5. The insurance provided to the additional insured does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:
  - a. The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

C. Only for the purpose of the insurance provided this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

“Written contract” means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becoming effective during the term of this policy; and
2. Was executed prior to:
  - a. The “bodily injury” or “property damage”; or
  - b. The offense that caused the “personal and advertising injury”,  
for which the additional insured seeks coverage under this coverage part.

**LIMITED EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT****COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I - COVERAGES**

**A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY****

**1. Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**2. Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

**3. Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2)(a)** is deleted and replaced by the following:

**(a)** Less than 51 feet long;

**4. Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to “property damage” to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for “property damage” to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**5. Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to “property damage” resulting from the use of elevators. However, any insurance provided for such “property damage” is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**B. The following coverages are added:**

**1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

“Property damage” to property of others caused by the insured:

- a.** While in your possession; or
- b.** Arising out of “your work”.

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion j. Damage to Property** is deleted and replaced by the following:

j. Damage to Property

“Property damage” to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any “automobile”, “watercraft” or “aircraft” you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

**2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

**3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of “bodily injury”.

- b. “Property Damage” means:**

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate “electronic data”, resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this **Electronic Data Liability Coverage**, “electronic data” is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE G - PRODUCT RECALL EXPENSE**

- a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily Injury" or "Property Damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit. The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:

1. To read **SUPPLEMENTARY PAYMENTS**

2. **Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. **Loss of Earnings**

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

## **SECTION II - WHO IS AN INSURED**

**A.** The following change is made:

**Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B.** The following provisions are added:

4. **BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. **Additional Insured - Vendors**

- a.** Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Sub-paragraphs **d.** or **f.**; or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **6. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **7. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



**8. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

**9. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**10. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

#### 11. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is amended to read:

- a. "Bodily injury" or "personal and advertising injury"
  - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
  - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or
  - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **11** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

### SECTION III - LIMITS OF INSURANCE

#### A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**; and
  - d. Damages under Coverage **H**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage **G**.
6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

#### B. The following are added:

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability**.
9. **Coverage G - Product Recall Expense**  
Aggregate Limit \$50,000  
Each Product Recall Limit \$25,000
  - a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

#### 10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### 11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 11 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of SECTION III – LIMITS OF INSURANCE, the most we will pay for “property damage” under Coverage F - Electronic Data Liability Coverage for loss of “electronic data” is \$50,000 without regard to the number of “occurrences”.

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in SECTION II – WHO IS AN INSURED of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

### **10. Condition (5) of 2.c.**

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

### **11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

### **12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**15. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.

**SECTION V – DEFINITIONS**

**A.** At item **12. Mobile Equipment** the wording at **f.(1)** is deleted and replaced by the following:

**f.(1)** Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

**B.** Item **3. "bodily injury"** is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**C.** Item **9. "Insured Contract"** **c.** is deleted and replaced with the following:

- c. Any easement or license agreement;

D. Item 9. "Insured Contract" f.(1) is deleted

E. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

d. Transportation and accommodation expense incurred by your employees.

e. Rental expense incurred for temporary locations used to store recalled products.

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products.

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

### COVERAGE INDEX

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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

**(Temporary Substitute Auto Physical Damage)****A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:**

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

**B. BROADENED LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:**

**(Broad Form Insured)**

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an "insured" under any other policy,
  - (3) That has exhausted its Limits of Insurance under any other policy, or
  - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

**(Employee as Insureds)**

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

**(Additional Insured Status by Contract, Agreement or Permit)**

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
  - (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in Section II. C. Limits of Insurance.

For any covered "auto" you own this Coverage Form provides primary coverage.





**C. BROADENED SUPPLEMENTARY PAYMENTS**

**SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:**

**(Bail Bond Coverage)**

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(Loss of Earnings Coverage)**

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

**(Amended Fellow Employee Exclusion)****D. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

**5. Fellow Employee**

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**E. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage** is amended as follows:

**(Towing and Labor)**

2. Towing is deleted and replaced with the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

**(Physical Damage Additional Transportation Expense Coverage)****4. Coverage Extensions**

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

**(Extra Expense – Theft)**

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

**(Rental Reimbursement and Additional Transportation Expense)****d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
  - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
  - (a) Necessary and actual expenses incurred; or
  - (b) \$75 per day.
  - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
  - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.

**(Personal Effects Coverage)****e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

**(Personal Property of Others)****f. Personal Property of Others**

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

**(Locksmith Coverage)****g. Locksmith Coverage**

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.



**(Vehicle Wrap Coverage)****h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

**(Airbag Accidental Discharge)**

**F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**G. BROADENED LIMITS OF INSURANCE****(Audio, Visual and Data Electronic Equipment Coverage)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

**(Auto Loan/Lease Total Loss Protection)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
  - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
  - b. Any:**
    - (1)** Overdue lease / loan payments at the time of the "loss";
    - (2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - (3)** Security deposits not returned by the lessor;
    - (4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5)** Carry-over balances from previous loans or leases.

**(Glass Repair – Deductible Amendment)****H. GLASS REPAIR – DEDUCTIBLE**

**SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

**(Amended Duties in the Event of Accident, Claim, Suit or Loss)****I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation;
  - (4) Your members, managers or insurance manager, if you are a limited liability company; or
  - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

**(Waiver of Subrogation by Contract)****J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

**(Unintentional Failure to Disclose)****K. UNINTENTIONAL FAILURE TO DISCLOSE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

**(Hired, Leased, Rented or Borrowed Auto Physical Damage)****L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph 5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any Covered "auto" you lease, hire, rent or borrow; and
  - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.



Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

***(Mental Anguish)***

**M. MENTAL ANGUISH**

Under SECTION V – DEFINITIONS, C. is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

***(Extended Cancellation Condition)***

**N. EXTENDED CANCELLATION CONDITION**

Under CANCELLATION, of the COMMON POLICY CONDITIONS form, item 2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

### **SCHEDULE**

**Name of Organization:**

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. **Assertion of Governmental Immunity.** The organization shown in the Schedule 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 insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule 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 organization shown in the Schedule.
5. **No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER  
110 E 13<sup>TH</sup> STREET  
CEDAR FALLS, IOWA 50613  
PH: 319-273-8636  
FAX: 319-273-8656

**MEMORANDUM**

**TO:** Mayor Robert M. Green and City Council  
**FROM:** Mike Soppe, Recreation & Community Programs Manager  
**DATE:** August 24<sup>th</sup>, 2023  
**SUBJECT:** Wellworks, HIPPA Agreement

Attached is a contract for Wellworks to include a HIPPA agreement. Wellworks is the website that allows city employees to get supportive emails, interact with a health library, and record/track their challenges throughout the year. The Wellworks contract was already recommended by the City's Wellness Committee and approved by City Council. This agreement allows them to maintain our wellness information annually, to help employees track our health numbers to see if they are improving or declining from year to year.

Thank you.

## HIPAA BUSINESS ASSOCIATE AGREEMENT –

This HIPAA Business Associate Agreement (this “Agreement”) dated August 24, 2023 is by and between Wellworks For You located at 70 E Lancaster Ave. Frazer, PA 19355 (“Business Associate”) and (“The City of Cedar Falls”) related to the work to be performed as described below (Covered Entity and Business Associate, each a “Party” and collectively, the “Parties”).

### **BACKGROUND**

- I. Covered Entity has engaged Business Associate for the purpose of assisting Covered Entity, pursuant to the underlying contract between the Parties (hereinafter, the “BA Services Contract”), in providing certain functions and activities for and on behalf of Covered Entity (the “BA Services”).
- II. Covered Entity wishes to disclose information to Business Associate pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”), including electronic protected health information (“e-PHI”) (PHI and e-PHI are, collectively, referred to hereinafter as “Covered Entity’s PHI”) in order for Business Associate to perform the BA Services.
- III. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate in connection with the BA Services Contract and pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“Original HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”, and collectively with Original HIPAA, the “HIPAA Statute”), along with regulations promulgated by the Secretary of the Department of Health and Human Services (“HHS”) under the HIPAA Statute, including the “Privacy Rule” (45 CFR Parts 160 and 164, Subparts A and E) and the “Security Rule” (45 CFR Part 160 and 164, Subparts A and C), as amended by the “Omnibus Rule” (45 CFR Part 160, Subparts A, B, C and D and Part 164, Subparts A and C) (the Privacy Rule, the Security Rule and the Omnibus Rule, collectively the “HIPAA Rules” and together with the HIPAA Statute, collectively, “HIPAA”), as well as any other applicable laws concerning the privacy and security of health information.
- IV. Under HIPAA, Covered Entity must document the required satisfactory assurances through a written agreement with Business Associate that meets the applicable requirements of HIPAA, as well as incorporate into such agreement those requirements under HITECH that relate to privacy or security and are applicable to Business Associate, and the Parties now wish to enter into the Agreement in order to comply with such requirement and to set forth more specifically each Party’s respective obligations in connection therewith.

In consideration of the mutual promises below and the exchange of information provided for herein, the Parties agree as follows:



**TERMS**

- A. Incorporation of Background. The “Background” paragraphs set forth above are incorporated herein and made a part of the terms of this Agreement as if set forth herein in full.
- B. Effective Date. Except as specifically stated otherwise in this Agreement, the Effective Date shall be the date that first appears above in the introductory paragraph to this Agreement.
- C. Definitions. Any capitalized terms not otherwise specifically defined in this Agreement shall have the meanings ascribed to them in HIPAA.
- D. Obligations of Covered Entity. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Covered Entity’s PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the standards and requirements of HIPAA, until such PHI is received by Business Associate.
- E. Obligations of Business Associate.
  - 1) Permitted Uses and Disclosures. Business Associate may use and/or disclose any and all of Covered Entity’s PHI received by Business Associate from Covered Entity, or created or obtained by Business Associate on behalf of Covered Entity as follows:
    - a) Purpose: Business Associate may use Covered Entity’s PHI to provide or perform the BA Services, as set forth in the BA Services Contract, as permitted by and in accordance with this Agreement, HIPAA, and all other applicable federal or state laws. Business Associate may not use or disclose Covered Entity’s PHI in a manner that would violate HIPAA if done by Covered Entity, this Agreement, or applicable law.
    - b) Type of Information: Business Associate may use and or disclose only the minimum necessary amount of Covered Entity’s PHI needed for Business Associate to perform the BA Services as consistent with Covered Entity’s minimum necessary policies and procedures, and including in accordance with any minimum necessary standards and guidance released by HHS pursuant to HIPAA.
    - c) Scope of Use: Business Associate may use and further disclose Covered Entity’s PHI to the extent permitted by and in accordance with this Agreement, HIPAA, or as otherwise required by law.
    - d) Use for Management and Administration: Business Associate may use Covered Entity’s PHI for the proper management and administration of

Business Associate, if such use is *necessary* (1) for the proper management and administration of Business Associate or (2) to carry out the legal responsibilities of Business Associate.

- e) *Disclosure for Management and Administration:* Business Associate may **disclose** Covered Entity's PHI for the proper management and administration of Business Associate if:

(1) the disclosure is required by law, or

(2) Business Associate obtains from such third party a written agreement:

(i) that Covered Entity's PHI will be held confidentially and in compliance with HIPAA, and used or further disclosed only as required by law or for the purpose for which it was disclosed to such third party, and

(ii) to notify Business Associate, without unreasonable delay, of any instances of which such third party becomes aware of a Breach that compromises the confidentiality of Covered Entity's PHI.

**In no event**, however, shall Business Associate disclose Covered Entity's PHI for the foregoing purposes to any such third party not within the borders and jurisdiction of the United States of America without the prior written consent of Covered Entity, which may be withheld in Covered Entity's sole and unfettered discretion.

- f) *Uses or Disclosures Requiring Prior Authorization:* Business Associate agrees and understands that, except as expressly provided in this Agreement, or permitted under HIPAA, and state law, it shall not use or disclose Covered Entity's PHI to any other person or entity without first having received a HIPAA-compliant authorization. Business Associate shall retain a copy of each authorization obtained, and the information provided in response to the authorization, for six (6) years.
- g) *Nondisclosure:* Business Associate shall not use or further disclose Covered Entity's PHI other than as permitted or required by this Agreement, or as otherwise required or permitted by law.
- h) *Compliance with HIPAA Rules:* To the extent Business Associate is to carry out a function or obligation of Covered Entity with respect to the Privacy Rule or Security Rule, comply with the requirements of such subparts that apply to the Covered Entity in the performance of such obligation.

- 2) Business Associate's Agents. Business Associate shall ensure that any agent to whom it provides Covered Entity's PHI agrees to comply with all HIPAA requirements that apply to Business Associate and with the terms and the restrictions of this Agreement with respect to such PHI, and to ensure that any subcontractor of agent agrees to such additional terms and restrictions as may be necessary to allow Business Associate to meet its obligations under this Agreement including, but not limited to, the terms and conditions set forth in Paragraph E, Section 9, hereof.
  
- 3) Prohibited Uses and Disclosures.
  - a) Prohibition on "Sale" of PHI and "Marketing". Business Associate shall not directly or indirectly accept remuneration in exchange for using or disclosing any of Covered Entity's PHI, including in de-identified form, except Business Associate may accept such remuneration from Covered Entity in exchange for services or functions performed pursuant to this Agreement. Business Associate shall not use or disclose Covered Entity's PHI for Marketing except for or on behalf of Covered Entity with Covered Entity's express written consent and the individual's Authorization.
  
  - b) All Other Uses Strictly Prohibited. Business Associate is strictly prohibited from using or disclosing Covered Entity's PHI in any other manner except as expressly permitted under this Agreement, including, but not limited to, manipulating or otherwise converting such information to de-identified format, even if any such use or disclosure is otherwise permitted under HIPAA, unless Covered Entity agrees in advance in writing.
  
- 4) Computer Access. To the extent Business Associate's employees and agents require direct access to Covered Entity's computer systems containing ePHI, Business Associate shall provide Covered Entity with the names of any employees and agents who reasonably require access in order to perform the BA Services pursuant to this Agreement. Covered Entity will assign and manage access credentials in accordance with its policies and processes as a condition of gaining and maintaining access to Covered Entity's computer systems. Business Associate shall notify Covered Entity as soon as possible in the event any such individual is no longer authorized to access Covered Entity's computer systems in accordance with Business Associate's policies and procedures, whether by reassignment, termination or otherwise.
  
- 5) Security Safeguards.
  - a) **General.** Business Associate shall have in place reasonable and appropriate safeguards to provide for the security of Covered Entity's PHI and prevent use or disclosure of Covered Entity's PHI other than as provided for by this Agreement in accordance with the Security Rule and other applicable laws, including

administrative, technical and physical safeguard Standards as set forth in 45 CFR §§ 164.308, 164.310, 164.312 of the Security Rule:

1. Compliance with Security Rule. Business Associate shall comply with the requirements of the Security Rule at all times with respect to Covered Entity’s PHI.
2. Administrative and Other Safeguards. Business Associate shall implement and maintain a **written** security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate’s operations and the nature and scope of its activities and as reasonably necessary for Business Associate to comply with applicable provisions of the Security Rule, including but not limited to all “Required” and “Addressable” Implementation Specifications.
3. Documentation. Business Associate shall maintain written or electronic policies and procedures developed to comply with the Security Rule. If any action, activity or assessment is required under the Security Rule to be documented, Business Associate shall maintain a written (or electronic) record of the same, and retain a copy and make it available to Covered Entity upon request for a period of six (6) years from the date of its creation, or the date when it last was in effect, whichever is later.
4. HHS Guidance. Business Associate shall implement and comply with all requirements set forth in any guidance concerning business associate compliance with the Security Rule that may be issued by HHS pursuant to HIPAA.

b) Security Breach Notification.

1. General. Business Associate shall comply with the standards and requirements under the Breach Notification Laws, which for purposes of this Agreement include, collectively, the provisions relating to breach as set forth in HITECH and its related Rules for Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164), as may be amended in the future, and in the New Jersey Identity Theft Prevention Act (NJITPA), and its related regulations, as may be amended from time to time.
2. Encryption. Business Associate shall encrypt Covered Entity’s PHI when maintained by Business Associate (i.e., “at rest”) and when transmitted by Business Associate (i.e., “in transit”) to render it unusable, unreadable and/or indecipherable, including any and all of Covered Entity’s PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, transmits or discloses for or on behalf of Covered Entity pursuant to this Agreement. If the Parties otherwise mutually agree that it is not reasonable or possible for Business Associate to encrypt Covered

Entity's PHI, then Business Associate shall implement reasonable alternative security methods, as agreed to by Covered Entity in its sole and unfettered discretion, to safeguard Covered Entity's PHI.

3. ***BA's Obligations in the Event of a Security Incident or Breach.***

- a. Reporting Security Incidents and Breaches. Business Associate shall promptly report to Covered Entity's Privacy Officer and/or Security Officer, or their respective designee, either in person or by telephone at a number to be provided by Covered Entity, any Breach or Security Incident, as such terms are defined by HIPAA, that has or may result in the unauthorized use or disclosure of Covered Entity's PHI, and in no case later than **seventy-two (72) hours** from the date of actual or constructive discovery by Business Associate.
- b. In accordance with 45 C.F.R. §164.402, any acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule is *presumed* to be a Breach. For purposes of this Agreement, a Breach shall be deemed "discovered" by Business Associate as of the first day on which such Breach is actually known to any person, other than the individual committing the Breach, that is an employee, officer, or other agent of Business Associate, or if such Breach should reasonably have been known to Business Associate to have occurred, including but not limited to notification provided to Business Associate by a subcontractor of a Breach. Business Associate shall take all commercially reasonable steps (e.g., audits; hotlines; technological tools, etc.) to allow it to discover Breaches and Security Incidents involving Covered Entity's PHI.
- c. No Delay for Risk Assessment. Business Associate shall not delay Breach or Security Incident reporting on the basis of there being a pending determination of whether the incident may result in a "low probability" that Covered Entity's PHI was compromised under the Breach Notification Laws. Covered Entity has the sole and unfettered right to make any and all risk assessment determinations, and Business Associate shall cooperate with investigations if requested by Covered Entity in order for Covered Entity to comply with its obligations under HIPAA.
- d. Assistance and Cooperation. Business Associate shall provide Covered Entity with such information as may be required for Covered Entity to appropriately determine whether an incident is a Security Incident or Breach, and provide such notification as may be required under the Breach Notification Laws. Business

Associate agrees to assist and cooperate with Covered Entity as needed for Covered Entity and Business Associate to fully comply with the Breach Notification Laws. If Business Associate is the direct or indirect cause of a Breach of Covered Entity's PHI, including any of Business Associate's employees, owners, directors, subcontractors, agents, independent contractors, or affiliates, Business Associate shall provide Covered Entity, at Business Associate's sole cost, administrative support and other resources as may be requested by Covered Entity in order to furnish written notices to individuals affected by the Breach and otherwise comply with the Breach Notification Laws. In the event that Business Associate does not provide such requested assistance and resources in a timely manner, as determined by Covered Entity in its sole and unfettered discretion, then Business Associate shall reimburse Covered Entity for all reasonable and actual costs and expenses (e.g., postage; supplies; administrative staff time, etc.) incurred by Covered Entity in its efforts to comply with the Breach Notification Laws.

- e. Indemnification for Failures to Discover or Report Breaches. Business Associate shall defend, indemnify and hold harmless Covered Entity and each of its officers, directors, employees and agents ("Covered Entity Affiliates") from and against any and all penalties, claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and expenses) incurred by Covered Entity or any Covered Entity Affiliates arising out of or in connection with Business Associate's negligent failure to (a) discover a Breach, (b) timely notify Covered Entity of a Breach that is known or should have been known to Business Associate or (c) otherwise comply with Business Associate's obligations under the Breach Notification Laws and this Agreement.

- 4. During the entire Term of this Agreement, Business Associate shall maintain, at its sole cost and expense, general and cyber liability insurance for a coverage amount of no less than \$500,000 for any one occurrence and \$1,000,000 in the aggregate. Such insurance must include coverage for security breaches, replacement and restoration of PHI affected by a cyber-incident originating with Business Associate, and coverage for regulatory enforcement. Proof of insurance required under this Section 4 shall be provided to Covered Entity upon request. In no event, however, will the foregoing establishment of minimum insurance coverage be construed to imply any assumption by Covered Entity of liability or responsibility for any claim in excess of such amounts nor for any claim against Business Associate in the event of its failure to maintain such insurance or the denial of coverage of such claim under any such insurance.

- 6) Requested Restrictions. Business Associate acknowledges that Covered Entity is required under § 13405(a) of HITECH to comply with an individual’s requested restriction regarding his or her PHI if (unless the disclosure is otherwise required by law):
- a) the disclosure is to a health plan only for purposes of carrying out payment or health care operations (but not treatment), and
  - b) Covered Entity’s PHI pertains solely to a health care item or service for which Covered Entity has been paid out-of-pocket in full by the individual or the individual’s representative.

Business Associate shall comply with any such requested restriction that applies to Business Associate’s further use or disclosure of Covered Entity’s PHI and of which Business Associate is made aware.

- 7) Availability of Information to Covered Entity. Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity’s obligations to provide access to, provide a copy of, and account for disclosures with respect to Covered Entity’s PHI pursuant to HIPAA, including, but not limited to, 45 CFR § 164.524, and make available PHI maintained in an electronic designated record set in an electronic form and format as requested by the individual if readily producible. Nothing in this provision shall be construed to preclude or limit Business Associate’s obligations under the law, specifically with respect to the provision of access to individuals of their PHI and the provision of an accounting of disclosures to individuals of their PHI.
- 8) Amendment of PHI. Business Associate shall make Covered Entity’s PHI available to Covered Entity as Covered Entity may require to fulfill Covered Entity’s obligations to amend Covered Entity’s PHI pursuant to HIPAA, including, but not limited to, 45 CFR §164.526, and Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity’s PHI into copies of such PHI maintained by Business Associate. Nothing in this provision shall be construed to preclude or limit Business Associate’s obligations under the law, specifically with respect to the amendment of Covered Entity’s PHI by Business Associate.
- 9) Business Associate’s Subcontractors. Business Associate shall not transmit Covered Entity’s PHI to any Subcontractor or prospective Subcontractor except as otherwise provided herein. In accordance with the Omnibus Rule, Business Associate shall enter into a written subcontractor agreement (the “Subcontractor Agreement”) with any Subcontractor that creates, receives, maintains, or transmits Covered Entity’s PHI on behalf of Business Associate. In the event that Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor’s obligation under the Subcontractor Agreement or other arrangements, Business Associate shall

take reasonable steps to cure such breach or end the violation, as applicable, and, if such steps shall unsuccessful, terminate the Subcontractor Agreement or other arrangements, if feasible. A Subcontractor Agreement shall contain, among other things, the following:

- (i) the agreement of Subcontractor to comply as to Covered Entity's PHI with the same restrictions and conditions that apply to Business Associate under this Agreement;
  - (ii) Subcontractor shall, in accordance with HIPAA, use and disclose only the minimum amount of Covered Entity's PHI necessary for Subcontractor to perform its services under its agreement with Business Associate;
  - (iii) Subcontractor shall abide by all Minimum Necessary standards when using and disclosing Covered Entity's PHI;
  - (iv) if Subcontractor is an agent of Business Associate, Subcontractor shall not transmit Covered Entity's PHI to any third party or prospective Subcontractor without the prior review or approval by Business Associate of such third party or prospective Subcontractor and/or as otherwise provided in the Subcontractor Agreement;
  - (v) Subcontractor shall use or disclose Covered Entity's PHI only as permitted or required by the Subcontractor Agreement or as required by law; and
  - (vi) Subcontractor shall not use or disclose Covered Entity's PHI in a manner that would violate the requirements of HIPAA or the Omnibus Rule if done by Covered Entity.
  - (vii) Subcontractor shall not disclose any of Covered Entity's PHI to a subcontractor not within the borders and jurisdiction of the United States of America without prior written consent of Covered Entity which may be withheld in Covered Entity's sole and unfettered discretion.
- 10) Internal Practices. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Covered Entity's PHI available to the HHS for purposes of determining Covered Entity's compliance with HIPAA.
- 11) Accounting of Disclosures. Business Associate shall maintain and make available documentation as required under § 164.528 of the Privacy Rule to allow Covered Entity to respond to an individual's request for an accounting of disclosures (AOD) by Business Associate. Business Associate shall provide such information as may be necessary in order for Covered Entity to respond to an individual's request for an accounting of disclosures as required by 45 C.F.R. § 164.528, as



modified by HIPAA and its implementing accounting of disclosure rules and regulations.

- F) State Law. Business Associate shall comply with any provision or requirement concerning privacy or security of information under New Jersey law that is more stringent than a similar provision or requirement under HITECH and this Agreement.
- G) Red Flags Rule. With respect to Business Associate's access to, use or handling of information in connection with Covered Entity's "Covered Accounts" (as defined under the Federal Trade Commission's Red Flags Rule (the "Red Flags Rule") and identified by Covered Entity), Business Associate shall, as of the Effective Date of this Agreement:
- 1) Implement reasonable administrative, physical and technical policies and procedures to detect, prevent and mitigate the risk of identity theft at Business Associate;
  - 2) Cooperate with and take such steps as are reasonably necessary to assist Covered Entity with compliance with its Identity Theft Prevention Program; and
  - 3) Promptly report to Covered Entity any specific Red Flags, as identified in Covered Entity's Red Flag policies, which Business Associate detects, and, as appropriate, respond to, or reasonably assist Covered Entity in responding to, such Red Flags in accordance with Covered Entity's policies and procedures.
- H) Audits, Inspection and Enforcement. Covered Entity may, upon reasonable notice, inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of any term of this Agreement and notify Covered Entity of the outcome.
- I) Termination
- 1) Noncompliance. If either Party notifies (the "Notifying Party") the other Party regarding an activity or practice that constitutes a material breach or violation of such other Party's obligation under this Agreement, HIPAA or any other applicable laws concerning the privacy and security of health information,(the "Breaching Party"), and such Breaching Party does not take reasonable steps to or otherwise does not successfully cure the breach or end the violation, as applicable, within a reasonable timeframe as agreed to by the Parties, the Notifying Party is permitted to the extent feasible, terminate this Agreement and the BA Services Contract. The foregoing is not intended to, and does not, limit any other remedy which may be available to the notifying Party hereunder or as a matter of law.
  - 2) Judicial or Administrative Proceedings. Either Party may terminate this Agreement and the BA Services Contract, effective immediately, if

- (a) the other Party is named as a defendant in a criminal proceeding for a violation of HIPAA, or
  - (b) a finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the Party has been joined.
- 3) Effect of Termination. Upon termination of the BA Services Contract for any reason, Business Associate shall return to Covered Entity and destroy all of Covered Entity's PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI, or if return or destruction is not feasible, Business Associate agrees, at Covered Entity's reasonable expense, to continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.
- J) Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- K) Amendment. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to the delivery of BA Services and this Agreement. Upon either Party's request, both Parties agree to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Either Party may terminate the BA Services upon **30 days written notice** in the event:
  - 1) the other Party does not promptly enter into negotiations to amend this Agreement when requested by a Party pursuant to this Section or
  - 2) the other Party does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI sufficient to satisfy the standards and requirements of HIPAA.
- L) No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity,

the Covered Entity Affiliates and Business Associate and their respective heirs, representatives, successors and assigns, any rights, remedies, obligations or liabilities whatsoever, whether as creditor beneficiary, donor beneficiary or otherwise.

- M) Independent Contractor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer and employee, principal and agent, partners, joint venturers or any similar relationship, between the Parties hereto. Covered Entity and Business Associate acknowledge and agree that Business Associate is an independent contractor, and **not** an agent of Covered Entity, and Business Associate shall be solely liable for the payment of all income, unemployment, workers compensation, Social Security insurance or similar taxes or assessments on the fees or other remuneration paid or to be paid to Business Associate by Covered Entity.
- N) Miscellaneous.
- 1) Entire Agreement. This Agreement supersedes all previous agreements between Covered Entity and Business Associate and contains the entire understanding and agreement between the Parties with respect to the subject matter hereof.
  - 2) Headings. The headings in this Agreement are for convenience of reference only and shall not be used to interpret or construe its provisions.
  - 3) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of **New Jersey** without regard to conflicts of laws principles.
  - 4) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, each Party hereto and their respective successors and assigns.
  - 5) Mutual Negotiation. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted and, in connection with the construction of any provisions hereof, no consideration shall be given to the issue of which Party actually prepared, drafted, requested or negotiated any provision of this Agreement, or its deletion.
  - 6) Notices. All notices, demands and other communications to be made hereunder (“Notice”) shall be given in writing and shall be deemed to have been duly given if personally delivered or sent by confirmed facsimile transmission, recognized overnight courier service which provides a receipt against delivery, or certified or registered mail, postage prepaid, return receipt requested, to the other Party at the address set forth in the first paragraph of this Agreement. Notice shall be deemed effective, if personally delivered, when delivered; if sent by confirmed facsimile transmission, when sent; if sent via overnight delivery, on the first business day after being sent, and if mailed, at midnight on the third business day after deposit in the U.S. mail.

- 7) Modification. This Agreement may be amended, superseded, terminated or extended, and the terms hereof may be waived, only by a written instrument signed by all of the Parties or, in the case of a waiver, signed by the Party waiving compliance.
- 8) Preservation of Rights. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law, in equity or otherwise.
- 9) Provisions Severable. The provisions of this Agreement are independent of and severable from each other. No provisions will be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any one or more of any of the provisions hereof may be invalid or unenforceable in whole or in part.
- 10) Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.
- 11) Interpretation. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year below written:

FOR BUSINESS ASSOCIATE

FOR COVERED ENTITY

Wellworks For You

City of Cedar Falls

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Thomas M. Tegler, President

Print Name:

Date:

Date:

EIN:



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER  
110 E 13<sup>TH</sup> STREET  
CEDAR FALLS, IOWA 50613  
PH: 319-273-8636  
FAX: 319-273-8656

**MEMORANDUM**

**TO:** Mayor Robert M. Green and City Council  
**FROM:** Mike Soppe, Recreation & Community Programs Manager  
**DATE:** August 24<sup>th</sup>, 2023  
**SUBJECT:** Scott Sterrett Memorial Pillars

At the regular Parks & Recreation Commission meeting at Kuehn's Park on October 13, 2022, a proposal for 5K and 10K markers along a city recreational trail was made by Cedar Falls Public Safety Officer Jeff Sitzman. Captain Sitzman was speaking on behalf of the Cedar Falls Police Protective Association. The CFPPA was the organization responsible for organizing and funding the project. The Project was to honor long time Cedar Falls Officer Scott Sterrett who passed away from cancer. The project site is along the South Prairie Lakes Trail and runs to the small parking lot along South Main St. The Park & Recreation Commission was supportive of the project. Staff then drafted an agreement for the project. The attached agreement identifies that the design and construction will be completed by CFPPA with oversight from the Cedar Falls Public Works/Park Division. All construction expenses will be covered by CFPPA with the City's helping with some minor preparations of clearing the project area and reseeded after completion. The agreement states that plans will be provided to the City for review. The agreement also states that funding for minor maintenance and repairs will be paid for by the CFPPA.

AGREEMENT FOR INSTALLATION OF PLAQUES HONORING RESERVE OFFICER SCOTT STERRETT

BETWEEN

THE CITY OF CEDAR FALLS

AND

THE CEDAR FALLS POLICE PROTECTIVE ASSOCIATION

THIS AGREEMENT is entered into by and between the Cedar Falls Police Protective Association, Inc., an Iowa non-profit company, PO Box 806, Cedar Falls, Iowa, 50613 ("CFPPA") and the City of Cedar Falls, Iowa, an Iowa municipality, 220 Clay Street, Cedar Falls, Iowa, 50613 ("City").

WHEREAS, Scott A. Sterrett was a long-time reserve police officer for the City who passed away at an early age in 2018 as a result of illness; and

WHEREAS, Officer Sterrett was an avid runner, having participated in multiple marathons and other running events; and

WHEREAS, ever since his death, a running event has been held annually on the City's recreational trails in Officer Sterrett's memory; and

WHEREAS, proceeds from the annual running event have gone to fund running related projects as well as go into a memorial scholarship the Sterrett family operates; and

WHEREAS, CFPPA wishes to add, at its cost, memorial plaques to existing pillars that are located alongside the recreational trails where the annual running event takes place every year; and

WHEREAS, the City finds it in its best interest and the best interest of the public to allow this project to move forward to memorialize Officer Sterrett's years of service to the City, to celebrate the annual running event, and create distance markers for other public events, upon certain terms and conditions; and

WHEREAS the City and the CFPPA have reached agreement on such terms and conditions and now wish to reduce that agreement to writing.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Recreation Trail Pillars. There are currently located pillars alongside City recreation trails at three locations as depicted in Exhibit A attached. Such pillars are constructed with a concrete base and limestone face. They stand just over six feet tall. They are set on concrete bases installed by the City. The pillars were constructed in a joint effort between the City and CFPPA. The pillars are currently

unadorned, but it is anticipated that they will be finished with a limestone application and used to hold memorial plaques and striping as further described in this Agreement. Photos of the pillars are attached as Exhibit B.

2. Memorial Plaques. CFPPA agrees to develop a memorial plaque honoring former City Police Reserve Officer Scott Allen Sterrett. Such memorial plaque shall be 11 inches in width and 15 inches in height and shall be constructed of stainless steel. Lettering on the Memorial Plaque shall be made of durable material and able to withstand outdoor conditions. A photo of the Memorial Plaque shall also be in the form attached as Exhibit B.
3. Decorative Striping. In addition to the Memorial Plaque, CFPPA agrees to develop blue decorative striping to be affixed below the Memorial Plaque described in Paragraph 2 above. Said decorative striping shall be made of aluminum with a gloss laminate and shall be five inches in height and of sufficient length to encircle the pillars upon which they will be affixed.
4. Limestone Finishing, Affixing Plaques and Striping to Pillars. CFPPA shall develop plans and specifications for limestone finishing of the pillars, affixing the memorial plaques, and decorative striping to the recreation trail pillars at all three locations. Upon approval by the City of the limestone finishing, memorial plaques and decorative striping, and approval by the City of plans and specifications for installation/construction of the limestone finishing, affixing the memorial plaques, and decorative striping to the pillars, CFPPA shall at its cost engage a contractor(s) to complete the project in conformance with the approvals by the City. Said contractor must be licensed and bonded with the City. The City hereby grants permission to said contractor(s) to engage in the project, as long as City approvals as called for in this Agreement have been granted, proper permits have been obtained, and CFPPA is otherwise in compliance with this Agreement. The completed project is subject to approval by the City and any deficiencies identified by the City shall be corrected to the satisfaction of the City at CFPPA's cost within ten (10) days of notice and explanation by City. Recreation trails shall remain open during the project.
5. Permits and Inspections. CFPPA agrees to comply with all permit requirements for the project at its cost and to allow inspection by the City as required by permitting. The City agrees to provide inspection services for the project timely, usually within 48 hours of request for inspection, unless an emergency prevents timely inspection, in which case the City shall inspect as soon as reasonably practicable.
6. Completion of project. Unless unavoidable delays not caused by CFPPA prevent it, the project shall be completed within sixty (60) days after approval by the City Council of this Agreement. The City may agree to a reasonable extension of the completion deadline in its sole discretion. All construction equipment and materials shall be removed from City property upon completion of the project.
7. Abandonment of Project. Should the project not be timely completed, the City, after thirty (30) days advance notice to CFPPA, may declare the project abandoned. In the event of abandonment, the City may, in its sole discretion, either complete the project or remove the pillars and adornments and restore the City property to its original condition, all at CFPPA's cost.



8. Donation of Project to the City. Upon completion and acceptance by the City of the project, CFPPA agrees that the project shall be donated to the City at no cost to the City with no further action by either party required. This donation shall include all finished limestone pillars, memorial plaques and decorative striping. The City agrees to accept such donation. The City agrees that if CFPPA complies with this Agreement in all respects, that the project shall remain and shall be maintained by the City at the City's cost (after the initial five-year period described in Paragraph 9 below) for a period of at least fifteen (15) years after completion. However, if any part of the project suffers damage or destruction during that fifteen-year period that results in repair or replacement costs unreasonable in the sole discretion of the City or repair or replacement costs are not funded by the City Council, then the project may be removed and City property restored at the City's cost.

9. Maintenance of Project at CFPPA's Cost. CFPPA agrees to fund the cost of maintenance of the project for five (5) years after completion and acceptance by the City. Bills for cost of maintenance or repair for such five-year period shall be submitted to CFPPA by the City on an annual basis. Payment from CFPPA shall be due within thirty (30) days of billing. If not paid when due, the City may consider the project abandoned, in which case the provisions of Paragraph 7 shall apply.

10. Indemnification. CFPPA agrees to hold harmless and indemnify the City and its employees, agents and elected and appointed officials from all actions, claims, liabilities, assertions of liability, losses, costs and expenses whatsoever, in law or equity, including but not limited to attorney fees and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, from the design, construction or installation of the project, or any part thereof, or as a result of the duties and obligations required by this Agreement.

11. Insurance. CFPPA shall procure insurance as set forth in Exhibit C attached and to provide a certificate to the City evidencing such insurance prior to the commencement of the project.

12. Private Project. The project is being funded and undertaken by a private entity with no expenditure of public funds. Any contract for goods or services entered into by CFPPA for the Project is not subject to public bidding laws.

13. Compliance with Laws and Regulations. CFPPA agrees to comply fully with all applicable federal, state and local laws and regulations applicable to this Agreement, and also to comply with all City ordinances, rules, regulations and standards applicable to the project.

14. Incorporation of Exhibits. All exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

15. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, should the other party default in any of the terms of this Agreement, and through no fault of the party initiating the termination; provided, however, that the party in default or alleged default shall be allowed to cure such default prior to the expiration of the thirty-day period in which case the Agreement shall not be terminated. Said thirty-day period shall extend the deadline for completion of the project under Paragraph 6 above assuming the default or

alleged default is cured to the satisfaction of the initiating party within such thirty-day period. The terms of Paragraph 7 in regard to completion of the project may apply in the event of termination.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

17. No Employment, Joint Venture Relationship. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties, or a joint venture.

18. No Assignment Without Consent. Neither party may assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent may be withheld in the sole discretion of such other party.

19. Governing Law. This Agreement shall be governed by the laws of the State of Iowa.

20. Notices. Any notices, consents, or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given when received, emailed or delivered by United States registered or certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized delivery service, to the other party to be notified, at the addresses listed below:

If to CFPPA: *Michael Haislet*  
*319-231-6362* (name, address, phone, e-mail, etc.)  
*Michael.haislet@cedarfalls.com*

If to the City: Mike Soppe  
Recreation & Community Programs Manager  
City of Cedar Falls  
(319) 268-5528  
mike.soppe@cedarfalls.com

21. Entire Agreement; Amendment. This Agreement, together with the attached Exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, understandings, or promises, both verbal and written. This Agreement may only be amended by written instrument signed by both parties.

22. City Council Approval. This Agreement is subject to approval by the City Council of the City.

IN WITNESS WHEREOF, the City and CFPPA have executed this Agreement as of the date stated above.

City of Cedar Falls, Iowa

By: \_\_\_\_\_

Robert M. Green, Mayor

Attest:

\_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

Cedar Falls Police Protective Association, Inc.

By: Michael Harold

Its: President

Exhibit A  
Map with Pillar Locations



○ pillar locations

Exhibit B  
Photos of Pillars and Memorial Plaque

MEMORIAL PLAQUES & STRIPES 1 Pages ASAP

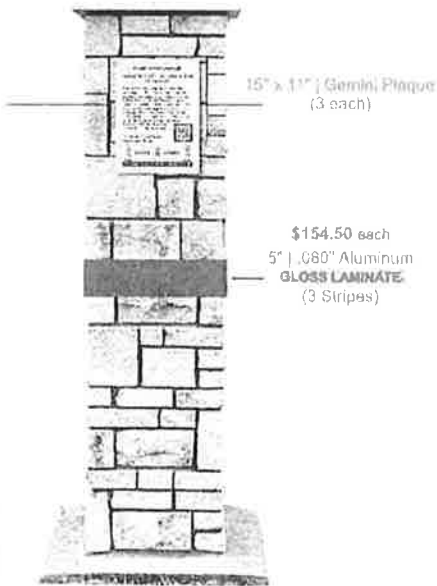
**Scott Allen Sterrett**  
 January 30, 1969 – November 8, 2018  
 49 years old

Scott Sterrett was a long-time Cedar Falls reserve police officer. In addition to faithfully serving his community since 2005, Scott was a dedicated runner. He participated in many marathons, including the Boston Marathon. He was diagnosed with stage 4 pancreatic cancer and at age 49 he passed away. Scott loved to cook, vacation, and cheer on his favorite sports teams, the Cyclones, Braves, and Bears. In honor of Sterrett, there is an annual 5k held during the summer.

**- Son of Steve and Teresa Hannerman Sterrett.**

<2.5K>
 <2.5K>

The distance between each marker is equivalent to a 2.5k



Color output may not be exact when viewing or printing this drawing. If these colors are incorrect, please provide the correct PMS color match & the revision will be made. THIS RENDERING IS FOR PROOFING PURPOSES ONLY.

 SIGNS BY TOMORROW SIGN & GRAPHIC SERVICES	2010 N. Hwy 200 Cedar Falls, IA 50613 PH: 319-266-8084 FAX: 319-266-8092 Email: info@signsbymorrow.com	<b>CLIENT:</b> Cedar Falls Police Cedar Falls, IA 50613	<b>CONTACT:</b> Jeff Sitzmann 319-268-5133 jeff.sitzmann@cedarfalls.com	<b>PROJECT:</b> 10 <b>PROJECT DATE:</b> 07/23 <b>DESIGNER:</b> Jeff Sitzmann <b>DATE:</b> 07/23
	<b>REVISIONS:</b> 01: Original Design 02: Final Design			

**Exhibit C  
INSURANCE REQUIREMENTS  
FOR CONTRACTORS  
FOR THE CITY OF CEDAR FALLS**

This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "Contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract. The term "Agreement" herein shall mean the agreement of which this Exhibit forms a part.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.
  - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
  - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 7-11 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4)	Equivalent to sample on Page 7 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit (if applicable)	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>if required</i>

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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- 9. Indemnification and Hold Harmless Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, employees, and agents working on behalf of the City of Cedar Falls, Iowa, (hereinafter, collectively the "City") against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa, pursuant to the provisions of the Agreement to the extent arising out of the errors, omissions, negligent or intentional acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of the Agreement, except for and to the extent caused by the negligence of the City.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa, pursuant to the Agreement to the extent arising out of the errors, omissions, negligent or intentional acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa, for all damages caused to the City of Cedar Falls, Iowa, premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions, negligent or intentional acts.



The Contractor represents that its activities pursuant to the provisions of the Agreement will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its agents, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety laws, rules, regulations and standards.

**ENDORSEMENTS**  
**ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent. See specimens on Pages 9-10 of this Exhibit.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

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**GOVERNMENTAL IMMUNITIES ENDORSEMENT**  
**(For use when including the City as an Additional Insured)**

1. **Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. **Assertion of Government Immunity.** The City of Cedar Falls, Iowa 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 insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa 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 City of Cedar Falls, Iowa.
5. **No Other Change in Policy.** The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

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**WAIVER OF TRANSFER OF RIGHTS  
OF RECOVERY AGAINST OTHERS TO US  
(Waiver of Subrogation Endorsement)**

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER  
110 E 13<sup>TH</sup> STREET  
CEDAR FALLS, IOWA 50613  
PH: 319-273-8636  
FAX: 319-273-8656

**MEMORANDUM**

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**TO:** Mayor Robert M. Green and City Council  
**FROM:** Mike Soppe, Recreation & Community Programs Manager  
**DATE:** August 24<sup>th</sup>, 2023  
**SUBJECT:** Hula-hoop Fitness

Attached is a contract for Breana Parker to teach a hula-hoop fitness class at the Cedar Falls Recreation and Fitness Center. The contractor will provide hula-hoops or patrons can bring their own. The Rec Center will receive the standard share of the registration fees for hosting this class.

Thank you.

CITY OF CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS

Hula Hoop Fitness

This Agreement is by and between Breanna Parker ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

### 3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

### 5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on 12/31/24 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Stephanie Houk Sheetz, Director of Community Development, following Risk Management Committee policy on Independent Services Contractors (Signature and title of authorized City employee or officer)

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its

delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.



16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

Contract may be extended an additional year, by mutual consent of Recreation & Community Programs Manager and Contractor

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25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Contractor:

Name: Mike Soppe

Name: Breana Parker

Title: Recreation & Community Programs Manager

Title: Fitness Instructor

Address: 110 E 13<sup>th</sup> St  
Cedar Falls Iowa 50613

Address: 1430 Williston Ave.  
Waterloo, IA 50702

Telephone: 319-268-5528

Telephone: 319-486-6797

Email: mike.soppe@cedarfalls.com

Email: hoopdreamswithb@gmail.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Breanna Parker)

By: Breanna Parker

Its: Hoop Dreams with B.

Date: 8.23.23

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

Date: \_\_\_\_\_

**Exhibit A  
Services**

Contractor will teach a hula hoop fitness at the Rec Center.

Contractor will provide hula hoops or patrons can bring their own hoop.

Class will be offered at a time/day mutually agreed upon, initially anticipated to be Monday/Wednesday from 7:00 pm to 8:00 pm.

Contractor will work with Recreation & Community Programs Manager to establish a start/completion date.

**Exhibit B**  
**Payment Terms**

The City will be receiving 20% of the registration fees

The Contractor will be paid 80% of the registration fees

Both of the above terms applicable to enough participants registering to hold a class

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER  
110 E 13<sup>TH</sup> STREET  
CEDAR FALLS, IOWA 50613  
PH: 319-273-8636  
FAX: 319-273-8656

**MEMORANDUM**

**TO:** Mayor Robert M. Green and City Council  
**FROM:** Mike Soppe, Recreation & Community Programs Manager  
**DATE:** August 24<sup>th</sup>, 2023  
**SUBJECT:** Spahn & Rose Contract

Attached is a contract for Spahn & Rose to build a new shelter in Orchard Hill Park. The new shelter was proposed as part of the pickleball court/parking lot expansion project at Orchard Hill Park. This expansion was part of the CIP plan for FY24. Spahn and Rose Lumber was awarded low bid on the project. The contract covers all materials and labor for the project. Public Works/Parks is going to pour the concrete pad for the shelter. They have been coordinating with Spahn and Rose on the construction plan layout.

Thank you.

CITY OF CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS

Spahn & Rose Orchard Hill Park Shelter Construction Project

This Agreement is by and between Spahn & Rose Lumber Co., an Iowa corporation ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 18% per annum if not paid within 60 days of invoice. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

### 3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

### 5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on 12/31/23 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days



before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

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9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: \_\_\_\_\_ No Waivers \_\_\_\_\_ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

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Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

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13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

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16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

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18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

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20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:  
Name: Mike Soppe  
Title: Recreation & Community Programs Manager  
Address: 110 E 13<sup>th</sup> St  
Cedar Falls Iowa 50613  
Telephone: 319-268-5528  
Email: mike.soppe@cedarfalls.com

Contractor:  
Name: Ryan Hackman  
Title: Senior Regional Director of Operations  
Address: 1100 Rockdale Rd.  
Dubuque IA 52003  
Telephone: 641-330-1249  
Email: rhackman@jpa-hnandrose.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Name of Contractor)

By: Spain & Rose Lumber Co.

Its: [Signature]

Date: 8-24-2023

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

Date: \_\_\_\_\_

**Exhibit A  
Services**

Contractor will install a 40' x 48' Park Shelter with open sides, steel ceiling, and no overhang.

Contractor will install steel roof, ceiling, and wrapped steel posts.

City will pour in place required concrete pad according to contractor specifications.

Contractor will work with Recreation & Community Programs Manager to establish a start/completion date.

Contractor has included an option per request to include steel sleeves on 6 x 6 posts. The option was requested by the City and will result in an additional \$1,920 added to the base price of \$28,672.26.

5/10/2023

 <b>SPAHN &amp; ROSE LUMBER CO.</b>			
P.O. Box 581, Jesup, IA 50648 Phone # 319-827-1448 FAX # 319-827-2020 City Of Cedar Falls Mike Soppe (319) 404-7737			
Park Shelter 40X48 Opener Sides 8'-9" Ceiling Steel Ceiling No Overhang			
Level Site Rock Dumpster Concrete & Permit By Owner			
<b>Total:</b>		<b>\$28,672.26</b>	<b>No Tax In Base Bid</b>

**Exhibit B**  
**Payment Terms**

Contractor will provide City invoices within one week of completion of installation.

City will pay Contractor within 60 days of receipt of invoice.



Exhibit C  
Certificate of Liability Insurance





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 83 WE OB8037

**Endorsement Number:**

**Effective Date:** 04/01/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** SPAHN & ROSE LUMBER COMPANY  
2175 SOUTHPARK CT  
DUBUQUE IA 52003

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/8/28/ Item 27.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cottingham & Butler Jeff Bair 800 Main St. Dubuque IA 52001	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 563-587-5000      FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Hartford Fire Insurance Company INSURER B : Twin City Fire Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC #</b> 19682 29459
<b>INSURED</b> Spahn & Rose Lumber Co 1100 Rockdale Rd Dubuque IA 52003	SPAROS1	

**COVERAGES**      **CERTIFICATE NUMBER: 372200247**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	83 UEN OB8021	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WE OB8037	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
City of Cedar Falls is additional insured on the Auto Liability policy on a primary, non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. The Auto Liability and Workers Compensation policies include a waiver of subrogation in favor of the certificate holder per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

**Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:**

##### **d. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees as Insureds**

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Lessors as Insureds**

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **g. Additional Insured if Required by Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

  - (a) During the policy period, and
  - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**4. AMENDED FELLOW EMPLOYEE EXCLUSION**

**EXCLUSION 5. - FELLOW EMPLOYEE -** of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**5. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**7. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**8. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **10. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **11. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **12. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **15. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **16. WAIVER OF SUBROGATION**

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **17. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **18. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.



## 19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

## 20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-268-5126
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
Matthew Tolan, EI, Civil Engineer II
DATE: September 5, 2023
SUBJECT: MP23-003: Revision of Arbor's Master Plan

REQUEST: Request to amend the approved Master Plan for Arbor's Subdivision
PETITIONERS: CGA, Engineers and Midwest Development Co., property owners.
LOCATION: 25.25 acres; north of W. Viking Road, west of Arbors Dr.
PROJECT #: MP Master Plan Amendment for Arbors Subdivision

PROPOSAL

The applicant owns 25.27 acres on two parcels located north of W. Viking Road and West of Arbors Drive within the RP Zoning District. The RP Zoning District requires a master plan. The applicant proposes changes to the master plan to change some of the lots designated for bi-attached dwellings to single family lots. The changes proposed to the preliminary plat are reviewed under a separate agenda item (PP23-003).



BACKGROUND:

In April of 2014, the City Council approved the rezoning of is area from A-1 Agricultural to RP Planned Residential District as well as approving a Preliminary Plat for this subdivision (82.5 total acres). The original RP District Plan and Preliminary Plat showed a future build-out for up to 204 lots containing one and two -family dwellings in six "phases". The first three phases are developed as proposed in the original preliminary plat. In May of 2020, the City Council approved a revised preliminary plat and RP District Master Plan to include 39 bi-attached dwellings and realign the streets to increase the total build-out of Arbors to be 239 lots. Phases 1-4 consists of 142 residential lots leaving 97 lots yet to develop. The following table shows the number of lots in the final two phases of this subdivision that were approved in 2020.

Phase	No. of Single Unit Lots	No. of bi-attached lots	Total
Fifth	32	16	48
Sixth	23	26	49
Total	55	42	97

### ANALYSIS

The applicant now requests to remove the bi-attached lots in the preliminary plat for the original Phase 5, which reduces the number of residential lots by 5 units. They are also requesting to change phase five into two phases, for a total of 7 phases as shown in Plan B (attached). The following table shows the revised number of lots proposed:

Phase	No. of Single Unit Lots	No. of bi-attached lots	Total Lots
Fifth	21	0	21
Sixth	22	0	22
Seventh	23	26	49
Total	66	26	92

To accommodate any future changes to the type of lots (single family vs. bi-attached), the applicant is requesting approval of two different options for their master plan: Plan A shows the master plan as approved in May of 2020 including the bi-attached units in Phase 5 (see attached) and Plan B, which shows the master plan that converts 10 bi-attached lots to 5 single family detached lots and illustrates the minor change to the phasing (see attached). If both are approved, the applicant will not need to change the master plan again if they decide to go back to the bi-attached units. Planning & Zoning Commission finds that the preliminary plat is conforming to the master plan, and the final plat will need to be in conformance of the preliminary plat.

### **The Amendment**

There are a number of elements that are required to be addressed in a master plan. A majority of these have been addressed as part of the overall development in the 2020 amendment; however, the following items should be examined specifically to this amendment:

- (1) Streets, drives, accessways, and sidewalks.
- (2) Phasing

### **Streets, drives, accessways and sidewalks**

The master plan for pedestrian traffic, locations of streets and sidewalks have not changed with this amendment. The master plan, Plan B will reduce the number of driveways and access points to Fernwood Drive, by removing the bi-attached lots. However, in the future, if someone wants to add a bi-attached unit in revised Phase 5 or 6, they will not need to revise the master plan to have the additional unit approved.

**Phasing**

The applicant proposes to divide the original Phase 5 into two phases as indicated above. The additional phase will not change the pattern of development, which extends from north to south, rather it just reduces the number of lots per phase.

**Process:**

The preliminary plat will need to be in conformance to the approved master plan, and the final plat will need to be in conformance of the preliminary plat. Approval of a master plan with two options will allow the revised preliminary plat (that is reviewed as a separate agenda item) to be in conformance of the master plan.

**TECHNICAL COMMENTS**

Cedar Falls Utilities (CFU) has reviewed the revised Master Plan for The Arbors subdivision and has no objections.

**Neighbor Notice:**

A courtesy notice to nearby property owners was mailed on August 16, 2023.

**PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommend approval of The Arbors Master Plan Amendment as presented.

**PLANNING AND ZONING**

Discussion  
8/23/23

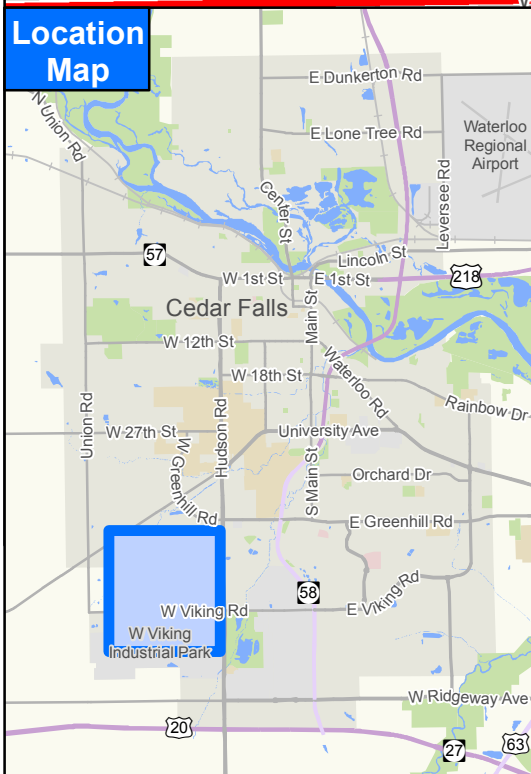
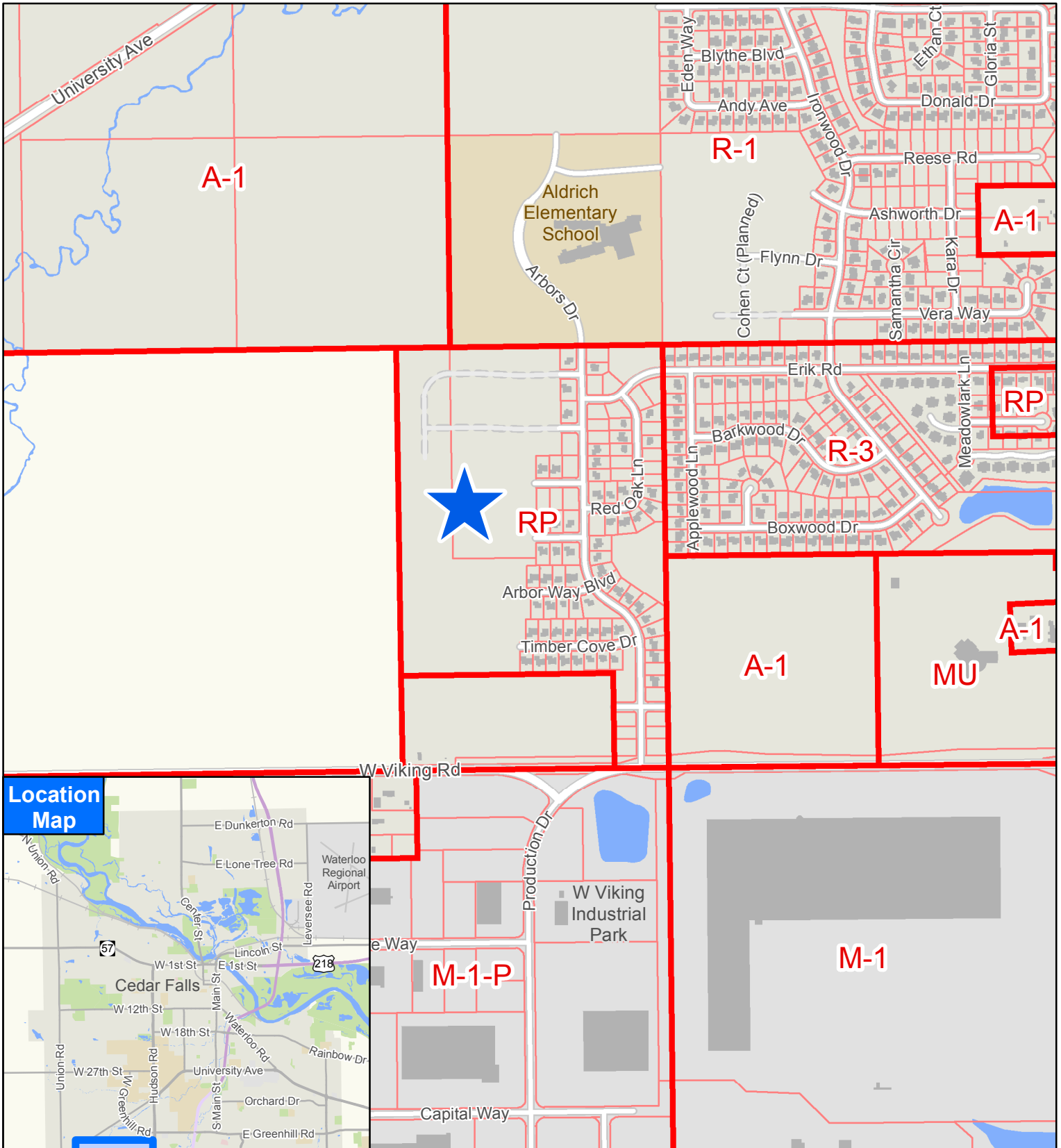
The next item for consideration by the Commission was a Master Plan Amendment for The Arbors Subdivision. Chair Lynch introduced the item and Ms. Pezley provided background information. She chose to discuss this item and the next item, a preliminary plat amendment, at the same time. She explained that the subdivision is located north of Viking Road, west of Arbors Drive, and west of Hudson Road. The applicant is requesting a modification amendment for their Master Plan and preliminary plat to allow for a change to the final plat. She discussed the proposed changes and stated that staff recommends gathering any comments from the Commission regarding the preliminary plat or making a recommendation of approval for City Council. Mr. Larson clarified that the request is for the approval of single-family housing and the possibility of two-unit housing.

Mr. Larson made a motion to approve the Master Plan amendment. Mr. Leeper seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Larson, Leeper, Lynch, Moser, and Stalnaker), and 0 nays.

# Cedar Falls Planning & Zoning Commission

## August 23, 2023

Item 28.



# PLAN A

## THE ARBORS FORTH, FIFTH, AND SIXTH ADDITION PRELIMINARY PLAT

CEDAR FALLS, IA  
MAY 2020

**SURVEYOR AND ENGINEER**  
 MARC C. HOODGER, P.L.S.  
 DARYL ALBERS/ISSON, P.E.  
 1000 WEST 10TH STREET  
 P.O. BOX 254 - 18 E. MAIN STREET  
 MARSHALL TOWN, IOWA 50158  
 (647)785-0701

**ZONING INFORMATION:**  
 RP (UNLESS NOTED OTHERWISE)  
 (SEE DEED OF DEDICATION)

**SURVEY REQUESTED BY:**  
 MIDWEST DEVELOPMENT CO.  
 411 FIRST AVENUE SE  
 CEDAR RAPIDS, IA

**OWNERS OF RECORD**  
 MIDWEST DEVELOPMENT CO.  
 411 FIRST AVENUE SE  
 CEDAR RAPIDS, IA

**FLOOD ZONE**  
 (ZONE X)  
 EFFECTIVE DATE: JULY 18, 2011

**SETBACK DATA**  
 FRONT YARD = 25 FT  
 REAR YARD = 30 FT  
 SIDE YARD = 5 FT, (EXCEPT AS NOTED)

\*LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOTS BY REVISIONS AND TO BE AN ADJOINING LOT. SIDE OWNERSHIP/PROPERTY LINES RATHER THAN PLATTED LOT LINES.

**SURVEY LEGEND**

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- ▲ 1/2" X 3/8" REAR WORKMANE PLASTIC ID CAP #22884
- AS NOTED ON PLAN
- 3/8" I.D. X 3/8" REAR WORKMANE PLASTIC ID CAP #22884
- ( ) RECORDED AS

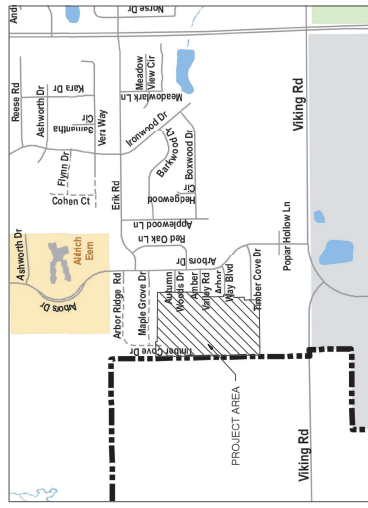
### LEGAL DESCRIPTION

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PARCEL 'B' ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. AND PARCEL 'B' RECORDED IN INSTRUMENT #2014-13132 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, EXCEPT THE ARBORS FIRST ADDITION RECORDED IN INSTRUMENT #2015-18403, THE ARBORS SECOND ADDITION RECORDED IN INSTRUMENT #2017-016104, AND THE ARBORS THIRD ADDITION RECORDED IN INSTRUMENT #2018-10469 ALL RECORDED IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, CONTAINING 41.24 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

**LEGEND**

	EXISTING EVERGREEN TREE		EXISTING DECIDUOUS TREE		EXISTING SHRUBS (BUSHES)		EXISTING TREE (TYPE AS NOTED)		FENCE
	PROPOSED EVERGREEN TREE		PROPOSED DECIDUOUS TREE		PROPOSED SHRUBS (BUSHES)		PROPOSED TREE (TYPE AS NOTED)		PROPOSED FENCE
	CONTOUR LINE		WATERLINE		WATER VALVE		FIRE HYDRANT		SANITARY SEWER LINE
	STORM SEWER LINE		MANHOLE		CLEANOUT		INTAKE		BEDVINE INTAKE
	GAS LINE		GAS VALVE		OVERHEAD ELECTRICAL LINE		BURIED ELECTRICAL LINE		POWER POLE
	STREET LIGHT		ELECTRICAL BOX/TRANSFORMER		TELEPHONE LINE		TELEPHONE PEDESTAL		

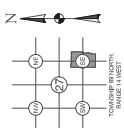


VICINITY MAP  
NOT TO SCALE

**TRACTS**

- A. - STORMWATER MANAGEMENT
- B. - STREET RIGHT OF WAY

PHASE	LOTS	TRACT
4	53	'A', 'B'
5	48	'A', 'B'
6	40	'B'
TOTAL	150	



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

Signature: Daryl D. Albers/Isson, P.E.  
 Iowa License Number 20477  
 My license renewal date is December 31, 2020

Date: \_\_\_\_\_  
 My license renewal date is December 31, 2020

Pages or sheets covered by this seal: \_\_\_\_\_

I hereby certify that this land surveying document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: Marc C. Hoodger, P.L.S.  
 Iowa License Number 22684  
 My license renewal date is December 31, 2016

Date: \_\_\_\_\_

Pages or sheets covered by this seal: \_\_\_\_\_

DESIGNED: JBL		DATE: 10/26/2019	
DRAWN: SJC		DATE: 03/24/2020	
CHECKED: BJA		DATE: 03/26/2020	
APPROVED: _____		DATE: _____	
NO.	REVISION	BY	DATE
1	REVISED STREET NAME		



City of Cedar Falls  
 Cedar Falls, IA 50613  
 Phone: 319.251.2000  
 www.cedarfalls.org

### THE ARBORS ADDITION CEDAR FALLS, IOWA

### PRELIMINARY PLAT

Item 28.

310



# PLAN B

## THE ARBORS

### REVISED MASTER PLAN

CEDAR FALLS, IA  
JULY 2023

PHASE	TOTAL LOTS	SINGLE FAMILY	BI-ATTACHED	ACRES	DWELLING UNITS PER ACRE
1	30	30		11.71	2.56
2	30	30		14.29	2.10
3	34	34		14.70	2.31
4	53	43	10	15.96	3.32
5	21	21		6.96	3.02
6	22	22		6.75	3.26
7	49	23	26	12.21	4.01
<b>OVERALL DEVELOPMENT TOTAL</b>	<b>239</b>			<b>82.58</b>	<b>2.89</b>

**OWNERS OF RECORD**  
MIDWEST DEVELOPMENT CO.  
411 FIRST AVENUE SE  
CEDAR RAPIDS, IA

**SURVEYOR AND ENGINEER**  
TRAVIS R. STEWART, P.L.S.  
ADAM C. DATERS, P.E.  
CLAPSADDLE-GARBER ASSOCIATES  
P.O. BOX 754 - 16 E. MAIN STREET  
MARSHALLTOWN, IOWA 50158  
(641)752-6701

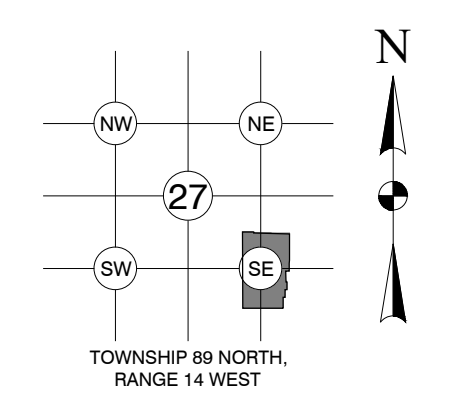
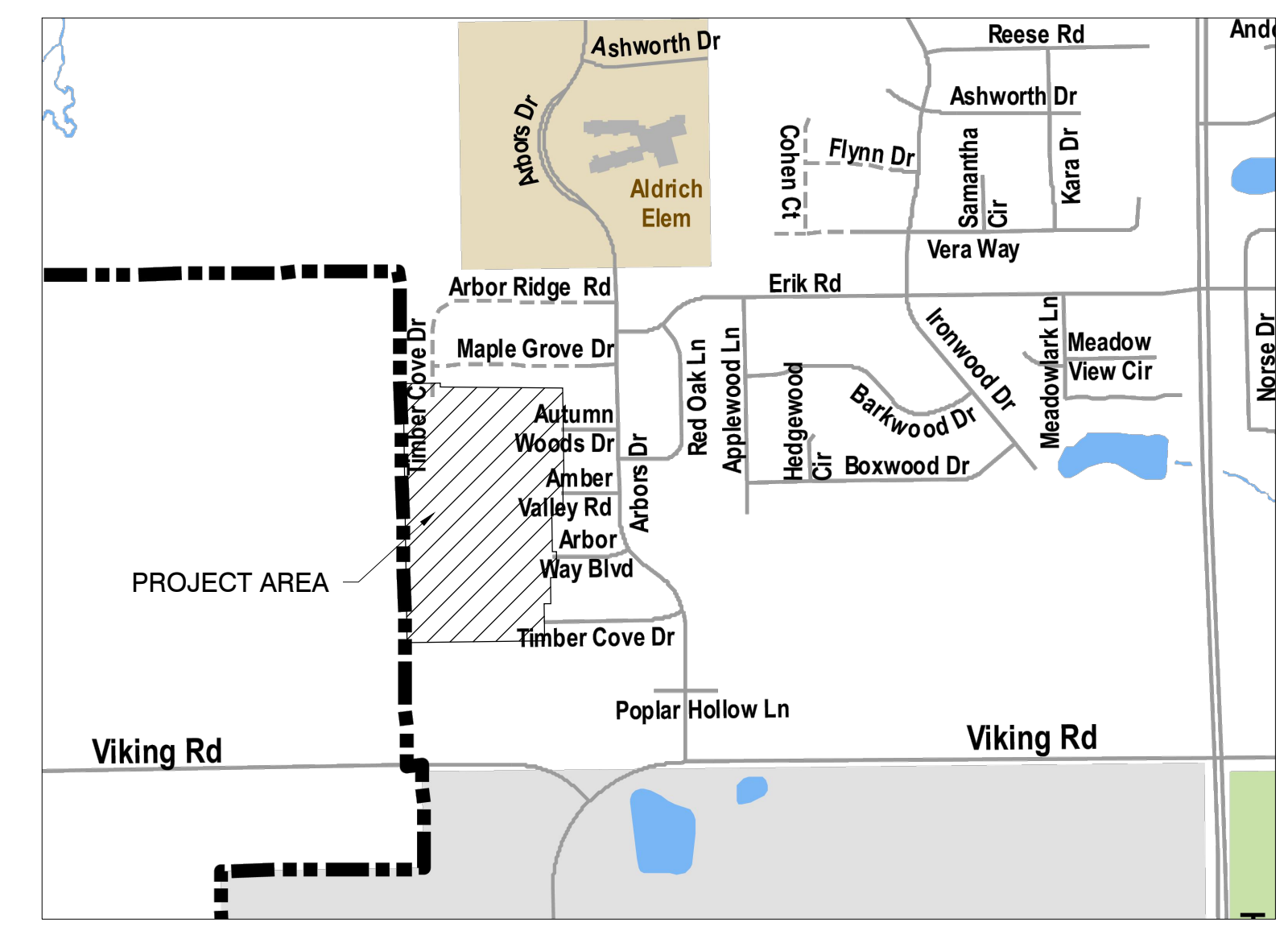
**ZONING INFORMATION:**  
RP (UNLESS NOTED OTHERWISE)

SHEET INDEX	
SHEET 1	COVER SHEET
SHEET 2	MASTER PLAN

**LEGAL DESCRIPTION**

THE NORTHEAST ¼ OF THE SOUTHEAST ¼ AND PARCEL "B" ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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VICINITY MAP  
NOT TO SCALE

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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clapsaddle-Garber Associates, Inc.  
5106 Nordic Drive  
Cedar Falls, Iowa 50613  
Ph 319-266-0258  
www.cgaconsultants.com

DESIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
DRAWN: \_\_\_\_\_ DATE: \_\_\_\_\_  
CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_  
APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

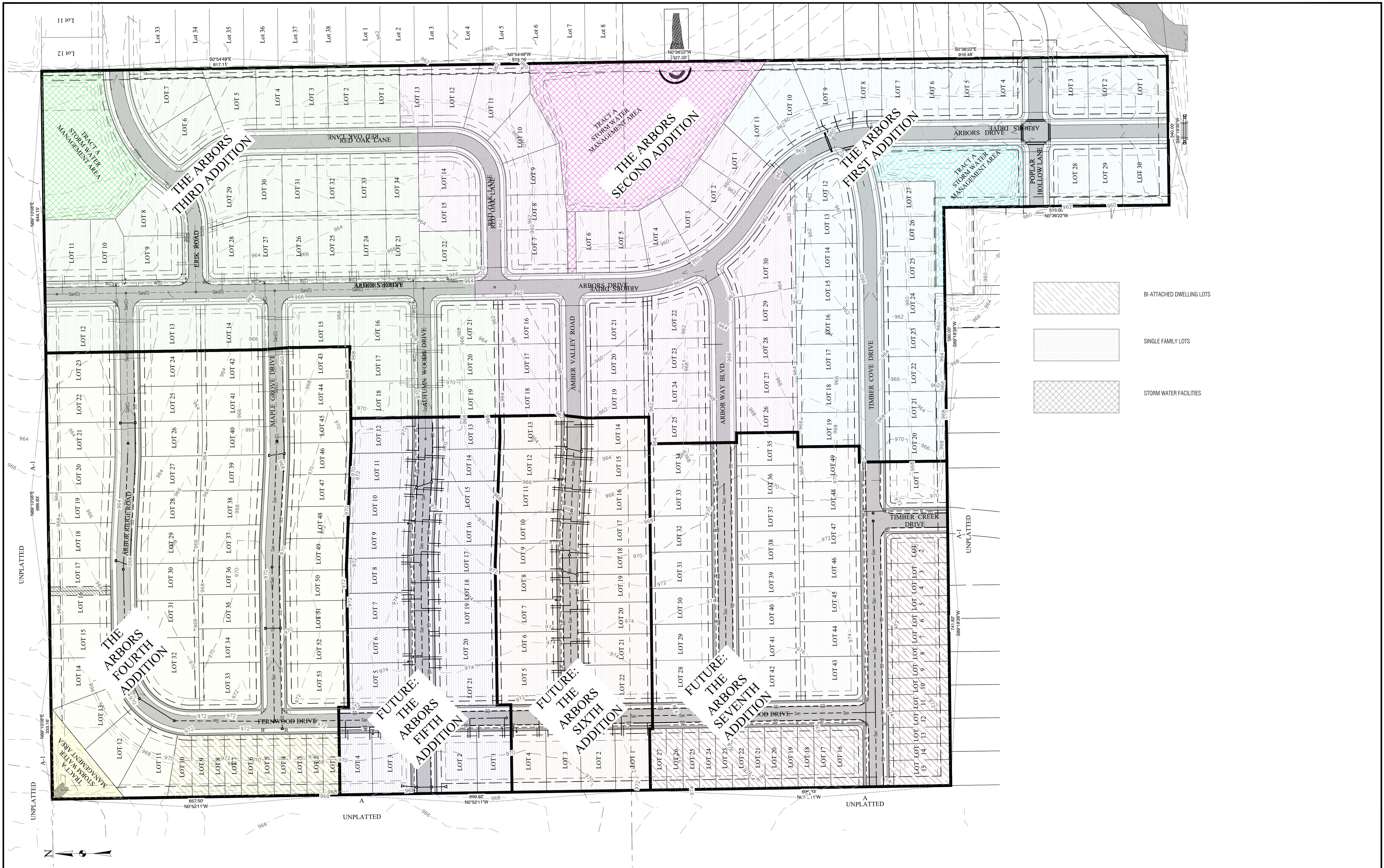
## THE ARBORS ADDITION

CEDAR FALLS, IOWA

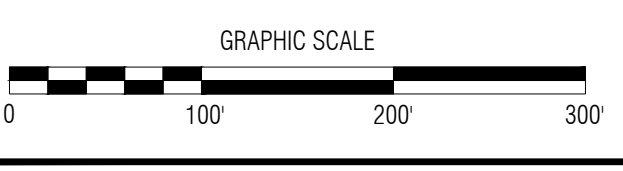
**COVER SHEET**

PROJECT NO. 5622
SHEET NO. 1 OF 2





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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA** Clapsaddle-Garber Associates, Inc.  
 5106 Nordic Drive  
 Cedar Falls, Iowa 50613  
 Ph 319-266-0258  
 www.cgarconsultants.com

DESIGNED:	DATE:
DRAWN:	DATE:
CHECKED:	DATE:
APPROVED:	DATE:

# THE ARBORS ADDITION

## CEDAR FALLS, IOWA

### MASTER PLAN

PROJECT NO. 5622  
 SHEET NO. 2 OF 2



# DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-268-5126  
www.cedarfalls.com

## MEMORANDUM

### Planning & Community Services Division

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, Planner III  
Matthew Tolan, EI, Civil Engineer II  
**DATE:** September 5, 2023  
**SUBJECT:** Revision to the Preliminary Plat for The Arbors Subdivision

**REQUEST:** Request to Amend the Preliminary Plat for The Arbors Subdivision

**PETITIONERS:** CGA, Engineers and Midwest Development Co., property owners.

**LOCATION:** 25.3 acres; north of W. Viking Road, west of Arbors Drive

**PROJECT #:** PP23-003 Preliminary Plat Amendment to The Arbors Subdivision

### PROPOSAL

The applicant owns approximately 25.3 undeveloped acres located north of W. Viking Road and West of Arbors Drive that is within the RP Zoning District and a part of the approved preliminary plat for The Arbors Subdivision. The applicant proposes changes to the preliminary plat that will reduce the number of lots compared to the approved master plan and preliminary plat approved in 2020. The amendment to the master plan request is reviewed in a separate agenda item (MP23-003).



**BACKGROUND:**

In April of 2014, the City Council approved the rezoning of this area from A-1 Agricultural to RP Planned Residential District as well as approving a Preliminary Plat for this subdivision (82.5 total acres). The original RP District Plan and Preliminary Plat showed a future build-out for up to 204 one and two –family lots in six “phases”. The first three phases are developed as proposed in the original preliminary plat. In May of 2020, the City Council approved a revised preliminary plat and RP District Master Plan to include 39 bi-attached lots and realign the streets. The changes were approved to have a total of 239 lots,

The applicant requests another amendment to the preliminary plat that converts 10 bi-attached dwelling lots to 5 single family detached lots. They are also requesting to split Phase 5 into two smaller phases, which will result in a total of seven phases.

This case is related to and dependent on approval of the proposed changes to the RP Master Plan described in a separate staff report under case number MP23-003).

**ANALYSIS****Lot Configurations:**

With this revision, the applicant proposes 21 lots intended for single family detached dwellings for Phase 5, 22 lots intended for single family detached dwellings for Phase 6, and 49 lots for a mix of single-family detached dwellings and single family bi-attached dwellings for Phase 7. Phase 7 will still have the 26 bi-attached lots. As shown on the next page, highlighted in blue are the lots that are converted from single family bi-attached lots into single-family detached lots.

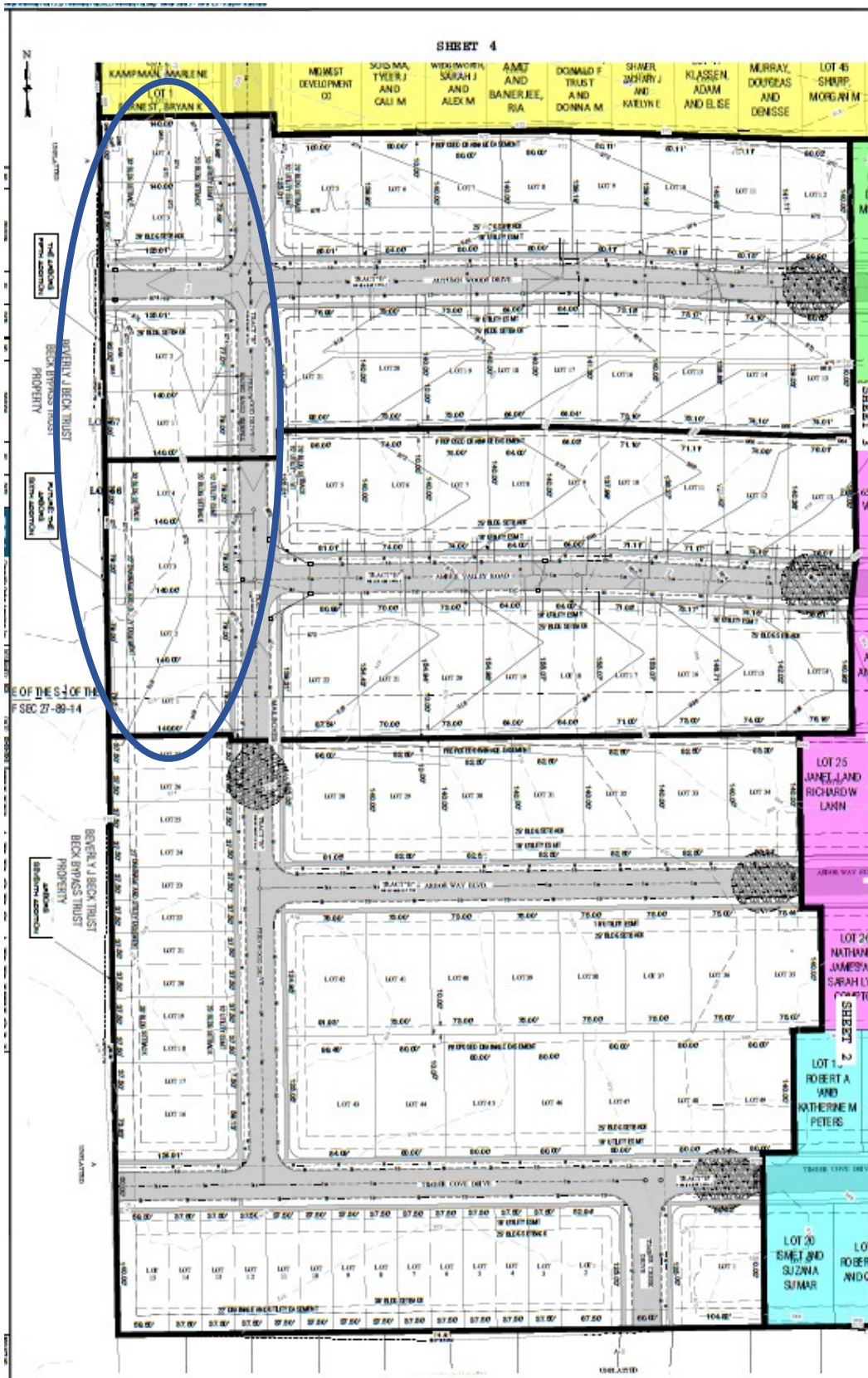
The updated residential lots are proposed to be between 10,000 square feet to 12,000 square feet. The revised lots also are at least 70 feet wide. Within the RP Zoning District, there is flexibility to establish unique building setbacks for the lots. In The Arbors subdivision, the developer has specified 5-foot side yard setbacks, 30-foot rear yard setbacks, and 25-foot front yard setbacks. On lots that have a street-fronting side yard, the setback is 20 feet. The R-4 District setback standards apply around the perimeter of any RP District. Therefore, developer has established a 30-foot setback around the perimeter of the RP District, so lots that abut the western boundary of the district have 30-foot setbacks.

This preliminary plat is in conformance with the revised master plat as proposed (MP23-003).

**Process:**

The final plat must be in conformance to the approved preliminary plat. Approval of a revised preliminary plat will allow the developer to proceed with the construction and installation of all required public infrastructure such as streets, sewers, and other utilities for the next phase of the subdivision, The Arbors, 5<sup>th</sup> Addition. Final platting must follow the phasing plan as shown in the master plan and the preliminary plat. No lot sales or new home construction can begin until a final plat is approved by the City Council. A final plat cannot be approved until infrastructure construction plans (streets, utilities, grading, etc.) are approved by the City Engineering Division and the infrastructure built

and accepted by the City or a performance bond established.



### TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the revised Preliminary Plat for the Arbors 5th, 6th, and 7th Additions Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. The developer is responsible for the construction of a properly sized water system from the existing 8" & 12" water mains on Autumn Woods Dr, Amber Valley Rd, Arbor Way Blvd, and Timber Cove Dr. Included in the installation are valves, fire hydrants and water service stubs for the new lots. Water main sizing and fire hydrant and valve placement locations will need to be modified. This will be done as a part of the construction plan review. The developer will need to make refundable investments for the installation of the electric and gas utilities to and throughout the addition. For a ten-year period after the installation, CFU will refund a portion of the refundable investments based upon the number of new service connections to the electric and gas distribution systems. There is no interest paid on the refundable investments and the total refunds will not exceed the original investment amounts. CFU will install the communication utility fiber system to serve the addition. The developer is responsible for the cost of the streetlight installations required for any City streets.

### **Neighbor Notice:**

A courtesy notice to nearby property owners was mailed on August 16, 2023.

### PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommend approval of the Preliminary Plat Amendment as presented.

### PLANNING AND ZONING

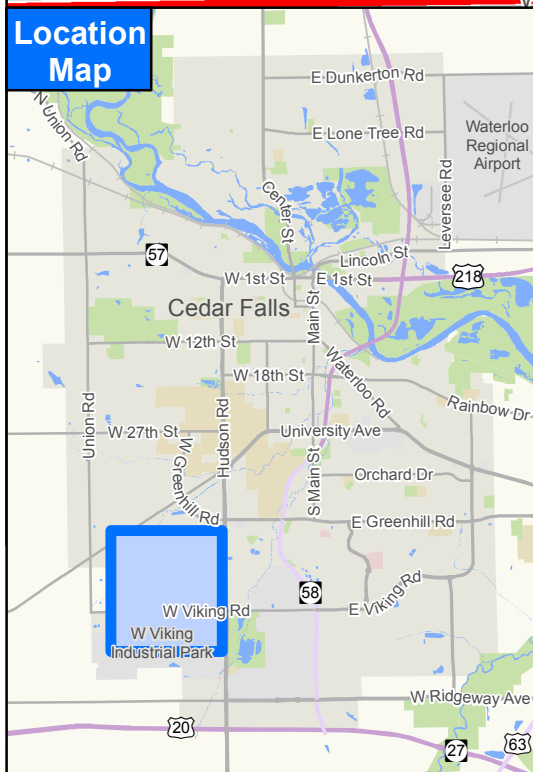
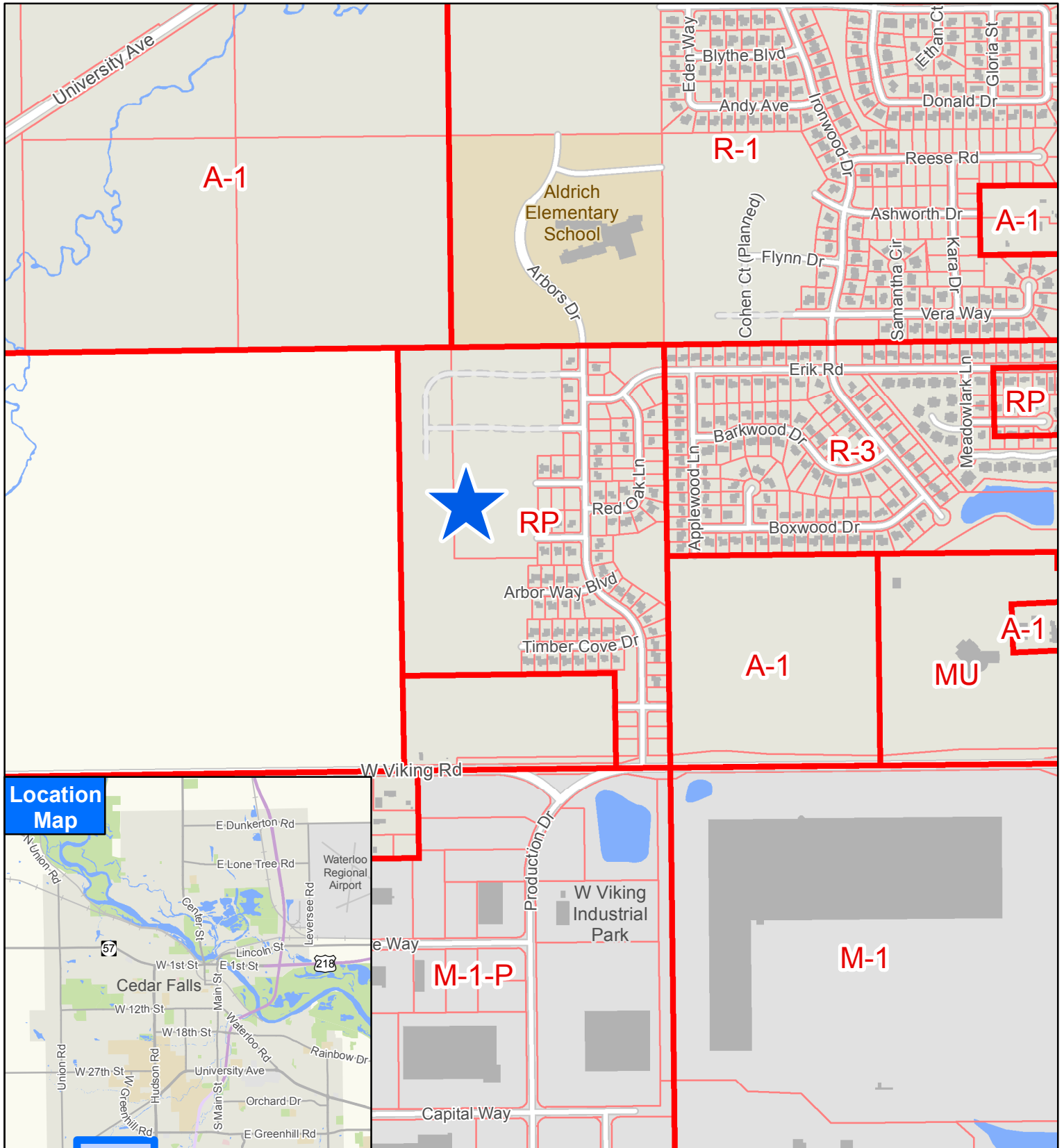
Discussion and approval 8/23/23	The next item for consideration by the Commission was a Master Plan Amendment for The Arbors Subdivision. Chair Lynch introduced the item and Ms. Pezley provided background information. She chose to discuss this item and the next item, a preliminary plat amendment, at the same time. She explained that the subdivision is located north of Viking Road, west of Arbors Drive, and west of Hudson Road. The applicant is requesting a modification amendment for their Master Plan and preliminary plat to allow for a change to the final plat. She discussed the proposed changes and stated that staff recommends gathering any comments from the Commission or making a recommendation of approval for City Council. Mr. Larson clarified that the request is for the approval of single-family housing and the possibility of two-unit housing.
------------------------------------	---

Mr. Larson made a motion to approve the preliminary plat amendment. Mr. Leeper seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Larson, Leeper, Lynch, Moser, and Stalnaker), and 0 nays.

# Cedar Falls Planning & Zoning Commission

## August 23, 2023

Item 29.



### The Arbors Preliminary Plat Amendment

# THE ARBORS FIFTH, SIXTH, AND SEVENTH ADDITION PRELIMINARY PLAT

CEDAR FALLS, IA  
JULY 2023

### LEGEND

EXISTING	PROPOSED	
		EVERGREEN TREE
		DECIDUOUS TREE
		SHRUBS (BUSHES)
		TREE LINE
		SIGN (TYPE AS NOTED)
		FENCE
		SILT FENCE
		CONTOUR LINE
		WATERLINE
		WATER VALVE
		FIRE HYDRANT
		SANITARY SEWER LINE
		STORM SEWER LINE
		MANHOLE
		CLEANOUT
		INTAKE
		BEEHIVE INTAKE
		GAS LINE
		GAS VALVE
		OVERHEAD ELECTRICAL LINE
		BURIED ELECTRICAL LINE
		POWER POLE
		STREET LIGHT
		ELECTRICAL BOX/TRANSFORMER
		TELEPHONE LINE
		TELEPHONE PEDESTAL

### SHEET INDEX

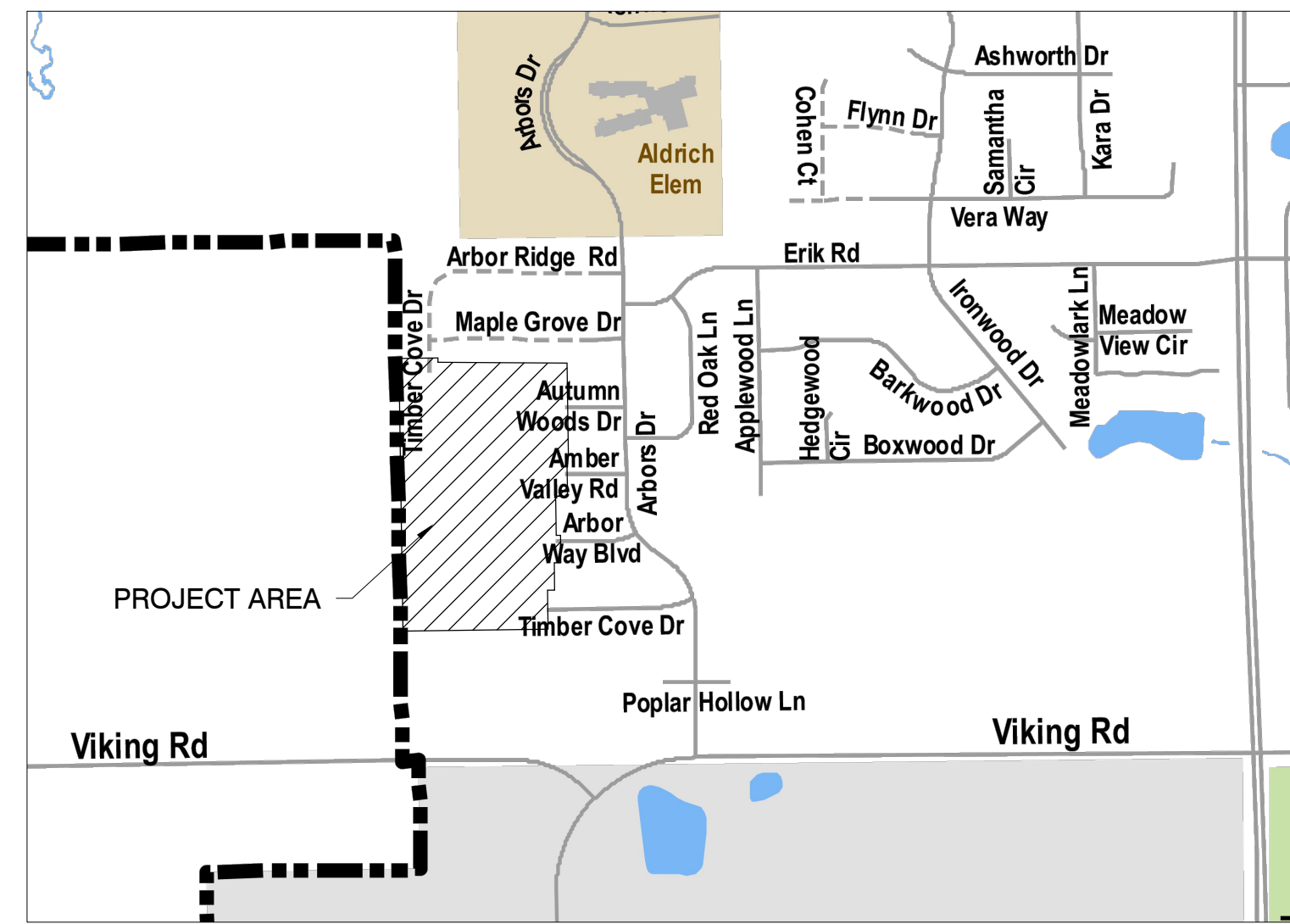
SHEET 1	COVER SHEET
SHEETS 2-5	OVERALL PLAN
SHEET 6	PRELIMINARY PLAT
SHEET 7	GRADING

### LEGAL DESCRIPTION

THE NORTHEAST ¼ OF THE SOUTHEAST ¼ AND PARCEL "B" ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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MINIMUM LOW OPENINGS							
5th Addition		6th Addition		7th Addition			
LOT	ELEVATION	LOT	ELEVATION	LOT	ELEVATION	LOT	ELEVATION
1	972.00	1	972.51	1	968.69	26	972.53
2	972.00	2	971.40	2	971.90	27	972.16
3	968.32	3	970.77	3	971.85	28	973.91
4	968.00	4	970.99	4	971.51	29	971.82
5	975.23	5	973.45	5	971.31	30	970.59
6	974.56	6	972.47	6	971.35	31	969.35
7	973.93	7	971.55	7	971.55	32	968.11
8	973.31	8	970.73	8	971.67	33	966.87
9	972.67	9	969.93	9	971.99	34	965.63
10	972.04	10	969.09	10	972.37	35	967.43
11	971.44	11	968.20	11	972.62	36	968.37
12	970.80	12	967.23	12	973.11	37	969.31
13	966.32	13	966.31	13	973.45	38	970.24
14	967.25	14	964.46	14	973.67	39	971.20
15	968.22	15	965.48	15	973.75	40	972.11
16	969.10	16	966.58	16	972.58	41	973.13
17	970.00	17	967.67	17	973.14	42	978.05
18	970.73	18	968.61	18	973.52	43	977.57
19	971.55	19	969.58	19	973.89	44	973.09
20	972.49	20	970.63	20	974.27	45	972.09
21	973.47	21	971.70	21	974.37	46	971.09
		22	972.78	22	974.00	47	970.09
				23	973.63	48	969.09
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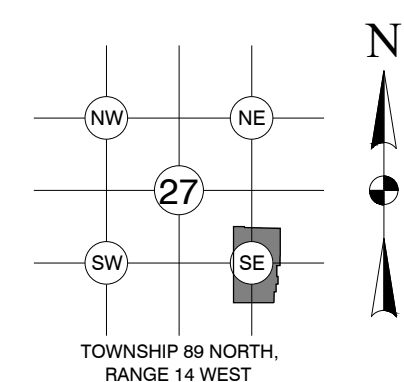


VICINITY MAP  
NOT TO SCALE

### TRACTS

- A. - STORM WATER MANAGEMENT
- B. - STREET RIGHT OF WAY

PHASE	LOTS	TRACT
5	21	"B"
6	22	"B"
7	49	"B"
TOTAL	92	



### OWNERS OF RECORD

MIDWEST DEVELOPMENT CO.  
411 FIRST AVENUE SE  
CEDAR RAPIDS, IA

### FLOOD ZONE

ZONE X  
AREA OF MINIMAL FLOOD HAZARD  
PANEL # 19013C0276F  
EFFECTIVE DATE: JULY 18, 2011

### SETBACK DATA

FRONT YARD = 25 FT  
REAR YARD = 30 FT  
SIDE YARD\* = 5 FT. (\*EXCEPT AS NOTED)

\*LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP/PROPERTY LINES RATHER THAN PLATTED LOT LINES.

### SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
- PARCEL OR LOT CORNER MONUMENT FOUND AS NOTED ON PLAN
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- ( ) RECORDED AS

### SURVEYOR AND ENGINEER

TRAVIS R. STEWART, P.L.S.  
ADAM C. DATERS, P.E.  
CLAPSADDLE-GARBER ASSOCIATES  
P.O. BOX 754 - 16 E. MAIN STREET  
MARSHALLTOWN, IOWA 50158  
(641)752-6701

### ZONING INFORMATION:

RP (UNLESS NOTED OTHERWISE)

### SURVEY REQUESTED BY:

MIDWEST DEVELOPMENT CO.  
411 FIRST AVENUE SE  
CEDAR RAPIDS, IA

### RESTRICTIONS

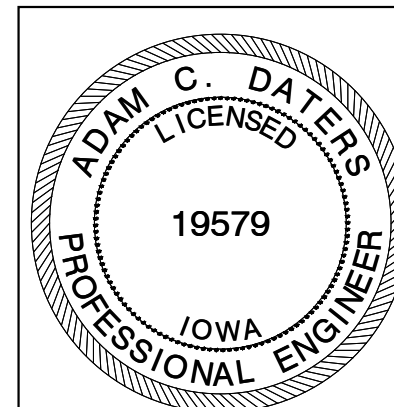
(SEE DEED OF DEDICATION)

### CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

### NOTE:

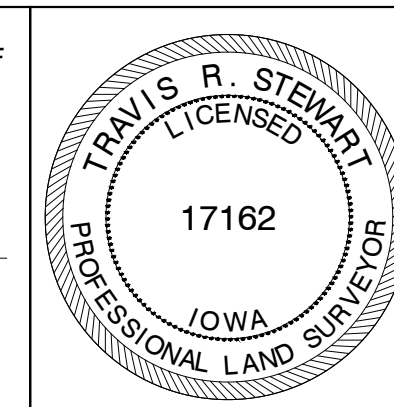
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE



TO THE BEST OF MY KNOWLEDGE, THIS PRELIMINARY PLAT CONFORMS TO THE PRELIMINARY PLAT REQUIREMENTS OF THE CITY OF CEDAR FALLS, IA (NOT TO BE USED FOR CONSTRUCTION)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
ADAM C. DATERS, PE  
Iowa License Number 19579  
My license renewal date is December 31, 2024

Pages or sheets covered by this seal: \_\_\_\_\_



THIS PRELIMINARY PLAT PERIMETER BOUNDARY WAS PREPARED UNDER MY DIRECT SUPERVISION (NOT TO BE USED FOR CONSTRUCTION)

Signature \_\_\_\_\_ date \_\_\_\_\_  
TRAVIS R. STEWART, PLS  
Iowa License Number 17162  
My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal: \_\_\_\_\_

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA** Clapsaddle-Garber Associates, Inc.  
5106 Nordic Drive  
Cedar Falls, Iowa 50613  
Ph 319-266-0256  
www.cgaconsultants.com

DESIGNED: ACD	DATE: 7/1/2023
DRAWN: LSK	DATE: 7/6/2023
CHECKED: IRS	DATE: 7/11/2023
APPROVED: _____	DATE: _____

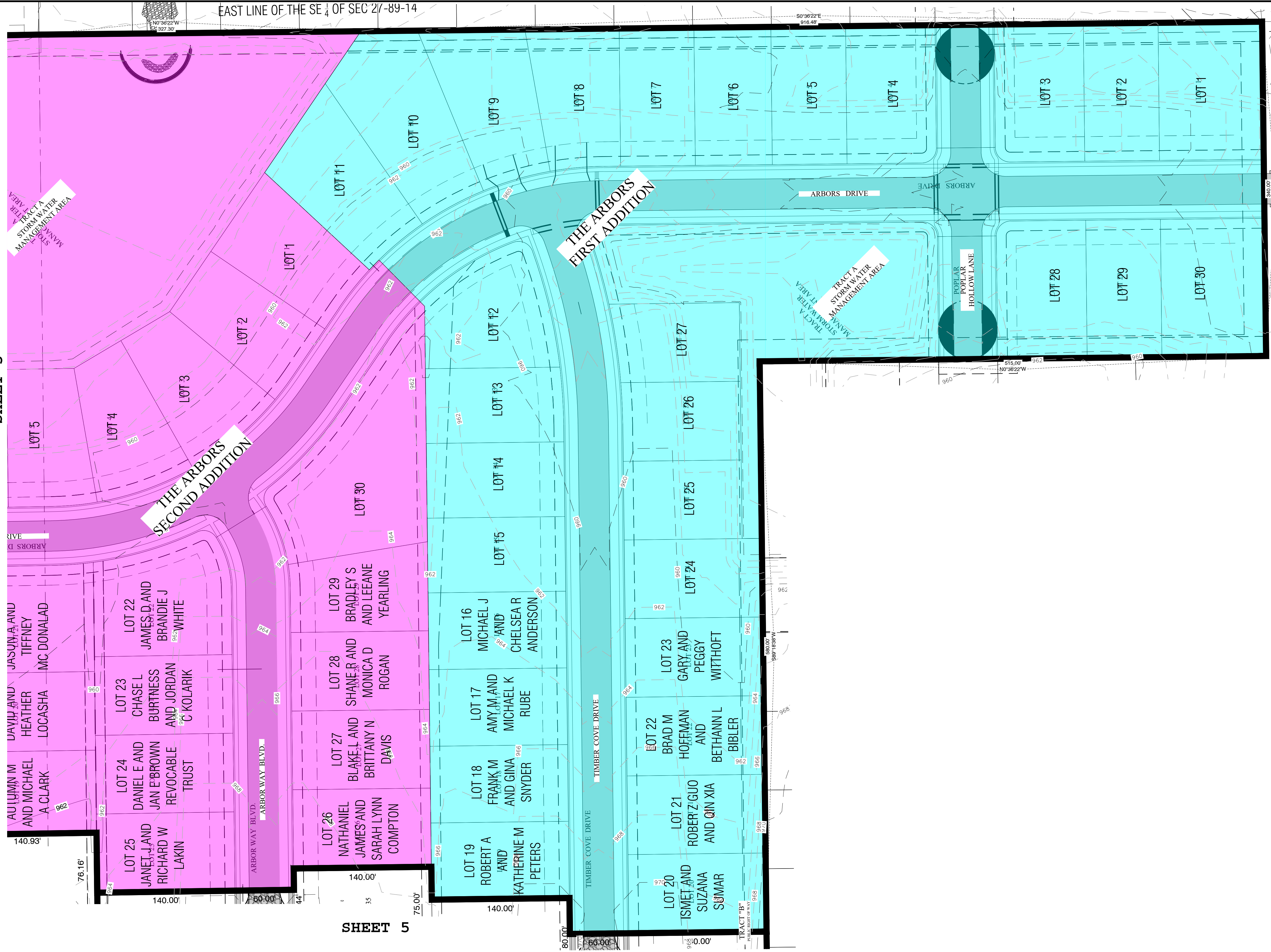
## THE ARBORS ADDITION CEDAR FALLS, IOWA

## PRELIMINARY PLAT

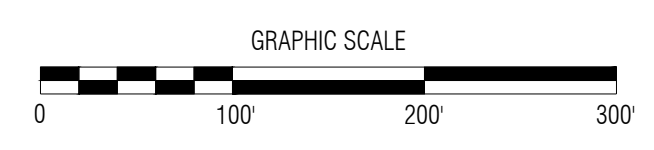
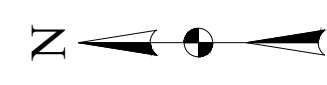
PROJECT NO. 5622
SHEET NO. 1 OF 7

EAST LINE OF THE SE 1/4 OF SEC 27-89-14

SHEET 3



SHEET 5



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA** Clapsaddle-Garber Associates, Inc.  
 5106 Nordic Drive  
 Cedar Falls, Iowa 50613  
 Ph 319-266-6236  
 www.cgaconsultants.com

DESIGNED: NCB	DATE: 03-09-2019
DRAWN: SJC	DATE: 03-04-2020
CHECKED: MCH	DATE: 01-16-2020
APPROVED:	DATE:

**THE ARBORS ADDITION**  
 CEDAR FALLS, IOWA

**PRELIMINARY PLAT**

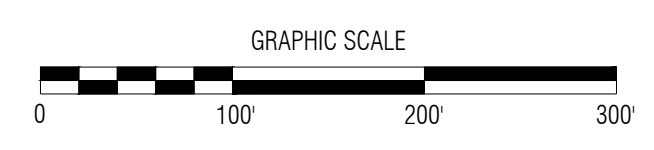
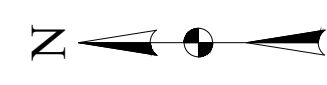
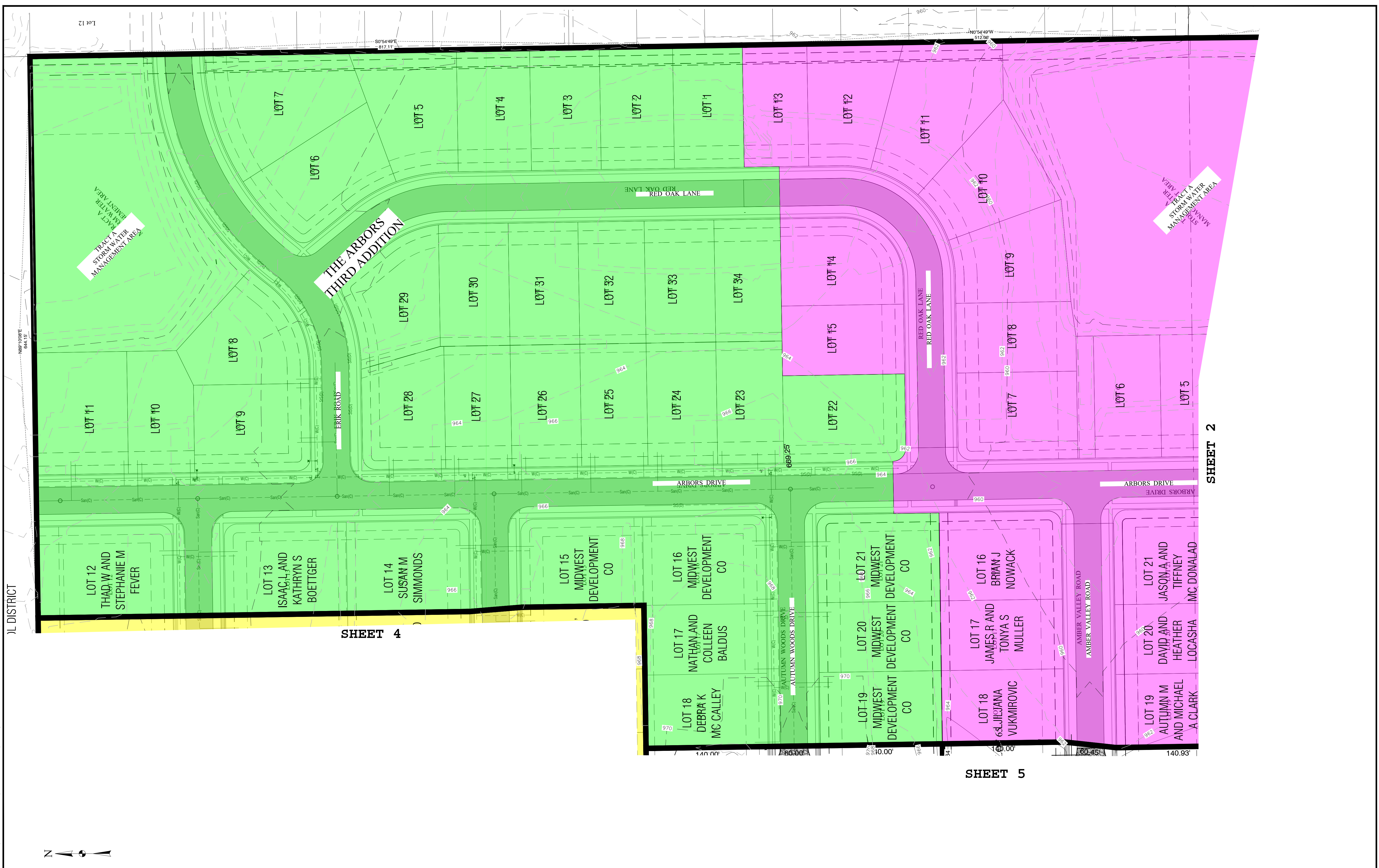
PROJECT NO.	5622
SHEET NO.	2 OF 7

J:\5622\dwg\Survey\Preliminary Plat\7.23 Preliminary Plat\5622 Preliminary Plat.dwg - 1st adm 2nd Add. Sheet 2 - 08-07-23 - 9:03pm - lroesmann



J:\5622\dwg\Survey\Preliminary\Plat\7.23 Preliminary Plat\5622 Preliminary Plat.dwg - 2nd and 3rd Add. Sheet 3 - 08-07-23 - 9:03pm - krossnam

PL DISTRICT



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA** Clapsaddle-Garber Associates, Inc.  
 5106 Nordic Drive  
 Cedar Falls, Iowa 50613  
 Ph 319-266-0256  
 www.cgaiconsultants.com

DESIGNED: NCB DATE: 03-09-2019  
 DRAWN: SJC DATE: 03-04-2020  
 CHECKED: MCH DATE: 01-16-2020  
 APPROVED: DATE:

# THE ARBORS ADDITION

CEDAR FALLS, IOWA

# PRELIMINARY PLAT

PROJECT NO. 5622  
 SHEET NO. 3 OF 7

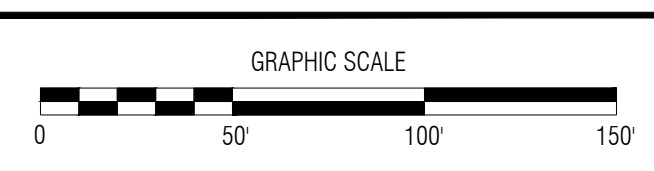
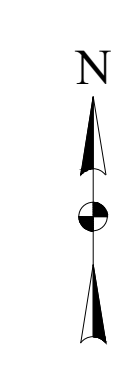
UNPLATTED CLARK AND MARILYN UHL PROPERTY UNPLATTED CITY OF CEDAR FALLS CEDAR FALLS COMMUNITY SCHOOL DISTRICT

NORTH LINE OF THE SE 1/4 OF SEC 27-89-14



SHEET 5

SHEET 3



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA** Clapsaddle-Garber Associates, Inc.  
 5106 Nordic Drive  
 Cedar Falls, Iowa 50613  
 Ph 319-266-0258  
 www.cgaconsultants.com

DESIGNED: NCB DATE: 03-09-2019  
 DRAWN: SJC DATE: 03-04-2020  
 CHECKED: MCH DATE: 01-16-2020  
 APPROVED: DATE:

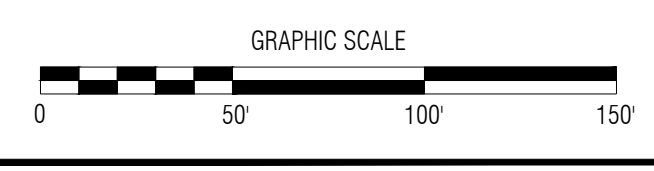
**THE ARBORS ADDITION**  
 CEDAR FALLS, IOWA

**PRELIMINARY PLAT**

PROJECT NO. 5622  
 SHEET NO. 4 OF 7

J:\5622\wg\Survey\Preliminary Plat\7.23 Preliminary Plat\5622 Preliminary Plat.dwg - 4th Addition Sheet 4 - 05-07-23 - 9:03pm - hoosmann

J:\5622\dwg\Survey\Preliminary Plat\7.23 Preliminary Plat\5622 Preliminary Plat.dwg - Overall Sheet 5 - 08-18-23 - 4:48pm - BWC345



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA**  
Clapsaddle-Garber Associates, Inc.  
5106 Nordic Drive  
Cedar Falls, Iowa 50613  
Ph 319-266-0258  
www.cgaconsultants.com

DESIGNED: NCB DATE: 03-09-2019  
DRAWN: SJC DATE: 03-04-2020  
CHECKED: MCH DATE: 01-16-2020  
APPROVED: DATE:

**THE ARBORS ADDITION**  
CEDAR FALLS, IOWA

**PRELIMINARY PLAT**

PROJECT NO. 5622  
SHEET NO. 5 OF 7

THE ARBORS FIFTH ADDITION

BEVERLY J BECK TRUST  
BECK BYPASS TRUST  
PROPERTY

FUTURE: THE ARBORS SIXTH ADDITION

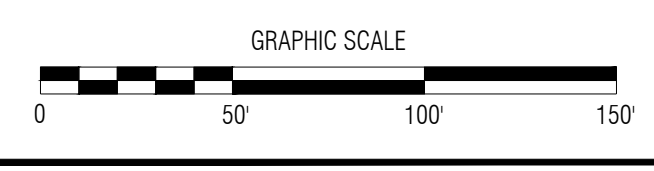
BEVERLY J BECK TRUST  
BECK BYPASS TRUST  
PROPERTY  
ARBORS SEVENTH ADDITION

E OF THE S<sub>2</sub> OF THE  
F SEC 27-89-14

UNPLATTED

UNPLATTED

J:\5622\dwg\Survey\Preliminary Plat\7.23 Preliminary Plat\5622 Preliminary Plat.dwg - Lot Dimensions - Sheet 6 - 08-18-23 - 4:48pm - BMC345



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA** Clapsaddle-Garber Associates, Inc.  
 5106 Nordic Drive  
 Cedar Falls, Iowa 50613  
 Ph 319-266-0259  
 www.cgaconsultants.com

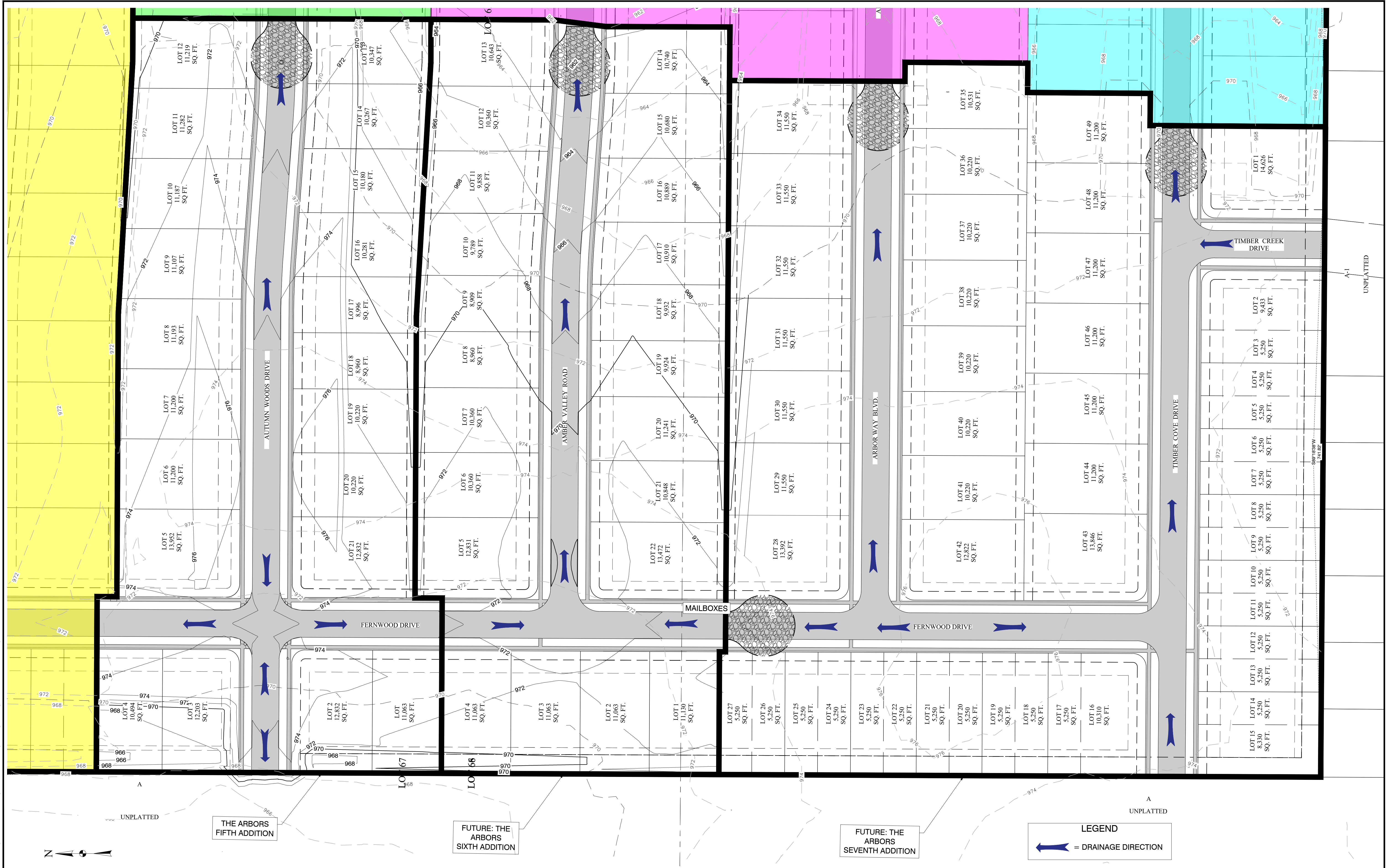
DESIGNED: NCB DATE: 11-26-2019  
 DRAWN: SJC DATE: 03-04-2020  
 CHECKED: MCH DATE: 03-09-2020  
 APPROVED: DATE:

# THE ARBORS ADDITION

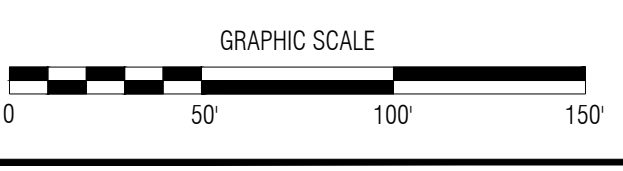
## CEDAR FALLS, IOWA

# PRELIMINARY PLAT

PROJECT NO. 5622  
 SHEET NO. 6 OF 7



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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA** Clapsaddle-Garber Associates, Inc.  
5106 Nordic Drive  
Cedar Falls, Iowa 50613  
Ph 319-266-6258  
www.cgaconsultants.com

DESIGNED: NCB DATE: 11-26-2019  
DRAWN: SJC DATE: 03-04-2020  
CHECKED: MCH DATE: 03-09-2020  
APPROVED: DATE:

# THE ARBORS ADDITION

CEDAR FALLS, IOWA

**LEGEND**  
= DRAINAGE DIRECTION

## PRELIMINARY PLAT

PROJECT NO. 5622  
SHEET NO. 7 OF 7



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Brett Armstrong, Civil Engineer II
DATE: August 28, 2023
SUBJECT: 2022 Alley Reconstruction Project
Project No. RC-000-3268
Project Final Acceptance

The 2022 Alley Reconstruction Project is completed and ready for final acceptance. This project involved reconstruction of six (6) alleys, three (3) of which are concrete and three (3) are permeable alleys. This project was under contract with Owen Contracting, Inc. of Cedar Falls, Iowa. This item was 108 in the FY22 Fiscal Year CIP and included funds from item 110 in the FY21 Fiscal Year CIP. Attached please find the following final documents:

- Final Pay Estimate (Retainage Release)
- Copy of Maintenance Bond, Owen Contracting, Inc

The following lien waivers have been received, reviewed by the Engineering Division, and are on file with the City Clerk:

Table with 2 columns: Owen Contracting, Inc. Suppliers (Benton's Ready Mix Concrete, Logan Contractors Supply) and Owen Contracting, Inc. subcontractors (Aspro, Service Signing LC, Matthias Landscaping, Midland Concrete Products, Foster's Inc., Benton's Sand and Gravel, Leymaster Tile, Northern Iowa Construction Products, Utility Equipment, Basic Materials Corporation).

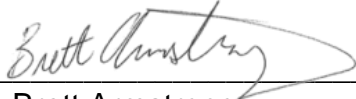
This project was funded by the Storm Water Bond Fund and Street Construction Fund, and below is a breakdown of final contract costs by the funding source:

Funding Source	Attributed Costs
Strom Water Bond Fund	\$109,355.87
Street Construction Fund	\$422,875.41

With Council approval, a transfer of funds from the following funding sources to the Street Construction Fund will be made per Iowa Code 545-2.5.

Funding Source	Attributed Costs
Strom Water Bond Fund	\$109,355.87

I certify that the public improvements for the 2022 Alley Reconstruction Project was completed in reasonable compliance with the project plans and specifications.

  
Brett Armstrong 8/28/23  
Date

- xc: Chase Schrage, Director of Public Works
- David Wicke, P.E., City Engineer
- Lisa Roeding, Controller/City Treasurer

# Performance, Payment, and Maintenance Bond

SURETY BOND NO. 54242712

KNOW ALL BY THESE PRESENTS:

That we, Owen Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Five hundred eight thousand one hundred thirty three and 06/100ths (\$ 508,133.06), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 6<sup>th</sup> day of June, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2022 Alley Reconstruction Project  
Paving / Pavers / Storm Sewer  
Project RC-000-3268**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:



- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RC-000-3268

Witness our hands, in triplicate, this 6<sup>th</sup> day of June, 2022.

**Surety Countersigned By:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**PRINCIPAL:**

Owen Contracting, Inc.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

  
Signature  
President  
Title

**SURETY:**

United Fire & Casualty Company

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_

  
Signature Attorney-in-Fact Officer

Joseph I. Schmit

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC

\_\_\_\_\_  
Company Name

4200 University Ave, Suite 200

\_\_\_\_\_  
Company Address

West Des Moines, IA 50266

\_\_\_\_\_  
City, State, Zip Code

515-244-0166




\_\_\_\_\_  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

	<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>	<b>No. 11</b>	<b>Pay Application</b>
<b>2022 Alley Reconstruction Project</b>		Application Period: <b>11/03/22</b> to <b>08/03/23</b>	Application Date: <b>08/03/23</b>
Project Number: <b>RC-000-3268</b>	To (Owner): <b>City of Cedar Falls</b>	Via (Engineer): <b>Brett Armstorg</b>	
Contract Completion Date: <b>10/14/22</b>	From (Contractor): <b>Owen Contracting</b>	Civil Engineer II	
<b>Change Order Summary</b>			
Approved Change Orders:			
Number	Additions (a)	Deductions (b)	
1	\$ 7,150.00	\$ -	
2	\$ 5,328.00	\$ -	
3	\$ -	\$ -	
4	\$ -	\$ -	
5	\$ -	\$ -	
6	\$ -	\$ -	
7	\$ -	\$ -	
8	\$ -	\$ -	
9	\$ -	\$ -	
10	\$ -	\$ -	
11	\$ -	\$ -	
12	\$ -	\$ -	
13	\$ -	\$ -	
14	\$ -	\$ -	
15	\$ -	\$ -	
<b>Totals</b>	<b>\$ 12,478.00</b>	<b>\$ -</b>	
<b>Net Change by Change Orders</b>			
(a) + (b) = (c)	\$	12,478.00	
<b>Contractor's Certification</b>			
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			
By (Contractor): 	Date: <b>8/7/23</b> <span style="float: right;">Joe Owen</span>		
1. ORIGINAL CONTRACT PRICE . . . . .		\$	508,133.06
2. NET CHANGE BY CHANGE ORDERS (c) . . . . .		\$	12,478.00
3. CURRENT CONTRACT PRICE . . . . .		\$	520,611.06
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate) . . . . .		\$	532,231.28
5. RETAINAGE			
a.	0% x \$ 532,231.28 Work Completed . . . . .	\$	-
b.	5% x \$ - Stored Materials . . . . .	\$	-
c.	Total Retainage (Line 5a + Line 5b) . . . . .	\$	-
6. CUMULATIVE LIQUIDATED DAMAGES CHARGED			
0	Days x Per Day . . . . .	\$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6) . . . . .		\$	532,231.28
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application) . . . . .		\$	505,619.72
9. AMOUNT DUE THIS APPLICATION . . . . .		\$	26,611.56
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c) . . . . .		\$	532,231.28
11. % OF COMPLETION			
Original Contract Price	(Line 10 ÷ Line 1)	105%	
Current Contract Price	(Line 10 ÷ Line 3)	102%	
Payment of: \$	<b>26,611.56</b>	(Line 9 or Other: Attach Explanation if Other Amount)	
Is Respectfully Submitted: 	Date: <b>8/7/2023</b>	Brett Armstorg, Civil Engineer II	

CONTRACTOR'S APPLICATION FOR PAYMENT													No. 11		Estimate	
2022 Alley Reconstruction Project			Application Period:		11/03/22		to		08/03/23		Application Date:		08/		Item 30.	
Project Number: RC-000-3268			To (Owner):		City of Cedar Falls		Via (Engineer):		Brett A		Civil Engineer II					
Contract Completion Date: 10/14/22			From (Contractor):		Owen Contracting											
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Bid Item Number	Item Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed	
1	CLEARING AND GRUBBING	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	-	\$ -	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -	X	
2	TOPSOIL, FURNISH & SPREAD	CY	196.00	\$ 40.00	\$ 7,840.00	103.00	-	\$ -	103.00	\$ 4,120.00	\$ -	\$ 4,120.00	53%	\$ 3,720.00	X	
3	EXCAVATION, CLASS 10, ROADWAY WASTE	CY	1,239.00	\$ 15.00	\$ 18,585.00	1,267.00	-	\$ -	1,267.00	\$ 19,005.00	\$ -	\$ 19,005.00	102%	\$ (420.00)	X	
4	MODIFIED SUBBASE, 6"	SY	2,041.00	\$ 15.00	\$ 30,615.00	2,124.10	-	\$ -	2,124.10	\$ 31,861.50	\$ -	\$ 31,861.50	104%	\$ (1,246.50)	X	
5	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	6.00	\$ 500.00	\$ 3,000.00	6.00	-	\$ -	6.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -	X	
6	VALVE EXTENSION	EACH	1.00	\$ 200.00	\$ 200.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 200.00	X	
7	7" CURB & GUTTER, P.C.C., 2.5' WIDE	LF	368.00	\$ 60.00	\$ 22,080.00	378.00	-	\$ -	378.00	\$ 22,680.00	\$ -	\$ 22,680.00	103%	\$ (600.00)	X	
8	REMOVAL OF DRIVEWAY	SY	390.00	\$ 9.00	\$ 3,510.00	460.00	-	\$ -	460.00	\$ 4,140.00	\$ -	\$ 4,140.00	118%	\$ (630.00)	X	
9	REMOVAL OF SIDEWALK	SY	179.00	\$ 9.00	\$ 1,611.00	192.00	-	\$ -	192.00	\$ 1,728.00	\$ -	\$ 1,728.00	107%	\$ (117.00)	X	
10	SIDEWALK, 6", P.C.C.	SY	179.00	\$ 155.00	\$ 27,745.00	207.00	-	\$ -	207.00	\$ 32,085.00	\$ -	\$ 32,085.00	116%	\$ (4,340.00)	X	
11	DRIVEWAY, 6", P.C.C.	SY	751.00	\$ 92.25	\$ 69,279.75	776.00	-	\$ -	776.00	\$ 71,586.00	\$ -	\$ 71,586.00	103%	\$ (2,306.25)	X	
12	DRIVEWAY, GRANULAR, 1" ROADSTONE	SY	116.70	\$ 12.00	\$ 1,400.40	132.00	-	\$ -	132.00	\$ 1,584.00	\$ -	\$ 1,584.00	113%	\$ (183.60)	X	
13	REMOVAL OF CURB & GUTTER	LF	368.00	\$ 8.00	\$ 2,944.00	377.00	-	\$ -	377.00	\$ 3,016.00	\$ -	\$ 3,016.00	102%	\$ (72.00)	X	
14	ENGINEERING FABRIC	SY	1,451.00	\$ 3.75	\$ 5,441.25	1,451.00	-	\$ -	1,451.00	\$ 5,441.25	\$ -	\$ 5,441.25	100%	\$ -	X	
15	SUBDRAIN, 6" PLASTIC PERFORATED	LF	933.00	\$ 9.00	\$ 8,397.00	933.00	-	\$ -	933.00	\$ 8,397.00	\$ -	\$ 8,397.00	100%	\$ -	X	
16	SUBDRAIN, 8" PLASTIC PERFORATED	LF	441.00	\$ 35.00	\$ 15,435.00	441.00	-	\$ -	441.00	\$ 15,435.00	\$ -	\$ 15,435.00	100%	\$ -	X	
17	STORAGE AGGREGATE, 8"	SY	1,114.00	\$ 14.00	\$ 15,596.00	1,114.00	-	\$ -	1,114.00	\$ 15,596.00	\$ -	\$ 15,596.00	100%	\$ -	X	
18	FILTER AGGREGATE, 4"	SY	1,114.00	\$ 9.00	\$ 10,026.00	1,114.00	-	\$ -	1,114.00	\$ 10,026.00	\$ -	\$ 10,026.00	100%	\$ -	X	
19	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	SF	3,318.00	\$ 13.07	\$ 43,366.26	3,309.00	-	\$ -	3,309.00	\$ 43,248.63	\$ -	\$ 43,248.63	100%	\$ 117.63	X	
20	6", P.C.C. PAVEMENT	SY	2,789.00	\$ 53.85	\$ 150,187.65	2,819.00	-	\$ -	2,819.00	\$ 151,803.15	\$ -	\$ 151,803.15	101%	\$ (1,615.50)	X	
21	TRAFFIC CONTROL	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	-	\$ -	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -	X	
22	HYDRAULIC SEEDING	SF	10,539.00	\$ 1.25	\$ 13,173.75	14,403.00	-	\$ -	14,403.00	\$ 18,003.75	\$ -	\$ 18,003.75	137%	\$ (4,830.00)	X	
23	WATTLE, STRAW, 9"	LF	100.00	\$ 8.00	\$ 800.00	20.00	-	\$ -	20.00	\$ 160.00	\$ -	\$ 160.00	20%	\$ 640.00	X	
24	INLET PROTECTION DEVICE	EACH	2.00	\$ 365.00	\$ 730.00	1.00	-	\$ -	1.00	\$ 365.00	\$ -	\$ 365.00	50%	\$ 365.00	X	
25	INLET PROTECTION DEVICE, MAINTENANCE	EACH	2.00	\$ 85.00	\$ 170.00	-	1.00	\$ 85.00	1.00	\$ 85.00	\$ -	\$ 85.00	50%	\$ 85.00	X	
26	MOBILIZATION	LS	1.00	\$ 36,000.00	\$ 36,000.00	1.00	-	\$ -	1.00	\$ 36,000.00	\$ -	\$ 36,000.00	100%	\$ -	X	
27	PATCH, HMA(ST) SURFACE, 1/2", PG58-28S	TONS	20.00	\$ 225.00	\$ 4,500.00	21.72	-	\$ -	21.72	\$ 4,887.00	\$ -	\$ 4,887.00	109%	\$ (387.00)	X	
28	INTAKE, SINGLE FLAT	EACH	2.00	\$ 4,000.00	\$ 8,000.00	2.00	-	\$ -	2.00	\$ 8,000.00	\$ -	\$ 8,000.00	100%	\$ -	X	
29	INTAKE, SW-512 (CASE1) WITH SW-604 TYPE 4A CASTING	EACH	1.00	\$ 1,500.00	\$ 1,500.00	1.00	-	\$ -	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -	X	
8000	SAW CUT, REMOVE AND REPLACE 7", P.C.C. PAVEMENT	LS	1.00	\$ 6,528.00	\$ 6,528.00	1.00	-	\$ -	1.00	\$ 6,528.00	\$ -	\$ 6,528.00	100%	\$ -	X	
8001	ADDITIONAL GRADING	LS	1.00	\$ 622.00	\$ 622.00	1.00	-	\$ -	1.00	\$ 622.00	\$ -	\$ 622.00	100%	\$ -	X	
8002	REMOVAL AND REPLACEMENT OF DRIVEWAY	LS	1.00	\$ 5,328.00	\$ 5,328.00	1.00	-	\$ -	1.00	\$ 5,328.00	\$ -	\$ 5,328.00	100%	\$ -	X	
					<b>Totals</b>	\$ 520,611.06			\$ 85.00	\$ 532,231.28	\$ -	\$ 532,231.28		\$ (11,620.22)		

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** August 25, 2023

**SUBJECT:** Fiber Optic License Agreement  
Windstream Intellectual Property Services, LLC  
Main Street Reconstruction

Enclosed is a proposed License Agreement between the City of Cedar Falls and Windstream Intellectual Property Services, LLC to install an additional long-distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, to extend and upgrade services owned by Windstream Intellectual Property Services, LLC along Main Street for the Main Street Reconstruction Project.

The City of Cedar Falls has entered into previous license agreements with Windstream Intellectual Property Services, LLC. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division of the Public Works Department recommends your approval of this proposed License Agreement.

xc: David Wicke, PE, City Engineer  
Chase Schrage, Director of Public Works  
Lisa Roeding, Controller/City Treasurer

Prepared by: Matthew Tolan, 220 Clay St., Cedar Falls, IA 50613, (319) 273-8600

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Windstream Intellectual Property Services, LLC., whose address is 1720 Galleria Boulevard, Charlotte, NC 28270, (hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting at new over head utility pole at the approximate latitude of 42.522270 and longitude -92.445560 in the public right of way of West 18<sup>th</sup> Street extending north in the easterly right of way of Main Street approximately seven hundred and nine (709') feet and then extending westerly approximately seventy feet (70') to a new hand hole at the approximate latitude of 42.524180 and longitude of -92.445670 located in the northwest corner of West 16<sup>th</sup> Street and Main Street in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately 779 linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement.

Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of one (1) two (2") inch High Density Polyethylene ("HDPE") with ninety-six (48) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 18<sup>th</sup> day of July, 2023, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$536.39 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$53.64 payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing



for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1<sup>st</sup> of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Public Works Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in

accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate

the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers,

storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or

- (2) Seek specific performance; or
- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party

has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Public Works Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City: City of Cedar Falls, Iowa  
Attn: City Clerk  
220 Clay Street  
Cedar Falls, IA 50613

If to Licensee: Windstream Intellectual Property Services, LLC.  
1720 Galleria Boulevard  
Charlotte, NC 28270

28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of 1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A, Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.





\_\_\_\_\_

STATE OF IOWA                    )  
  )  
COUNTY OF BLACK HAWK        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by Robert M. Green, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the  
City of Cedar Falls, Iowa, an Iowa municipality.

\_\_\_\_\_  
Notary Public in and for said State

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A****TEXT DESCRIPTION OF ALIGNMENT FOR Windstream Intellectual Property Services, LLC. FIBER OPTIC CABLE INSTALLATION IN CEDAR FALLS**

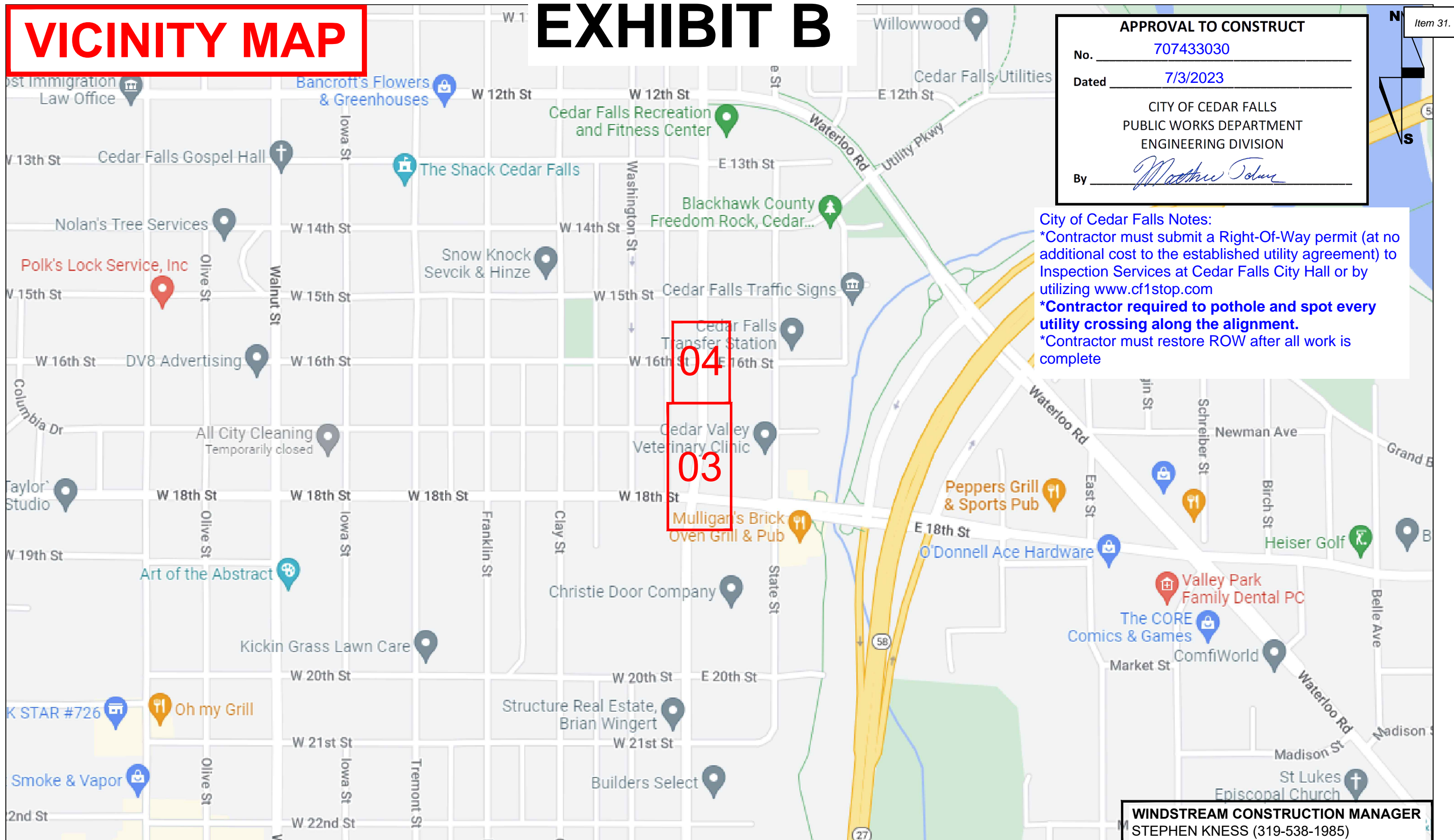
The facility shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with 48 count fiber cable installed at minimum depths of: sixty (60") inches below public roadways, forty-eight (48") inches below private driveways, and forty-two (42") inch "plan depths" in grassed areas.

In general terms, within the right-of-way of Leversee Rd Road and more particularly described as follows:

THIS PROJECT IS TO PLACE CABLE IN THE ROW OF MAIN ST STARTS AT GPS: 42.522260,-92.445440 AND ENDS AT GPS: 42.524155,-92.445668 PLACEMENT WILL BE DONE THROUGH BORING AND PLACING 2" INNERDUCT PULL 48 WS FOC WITHIN PLUS PLACING 1 NEW HANDHOLE( 24X36X24").

# VICINITY MAP

# EXHIBIT B



**APPROVAL TO CONSTRUCT**

No. 707433030

Dated 7/3/2023

CITY OF CEDAR FALLS  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

By *Matthew Tolme*

**City of Cedar Falls Notes:**

- \*Contractor must submit a Right-Of-Way permit (at no additional cost to the established utility agreement) to Inspection Services at Cedar Falls City Hall or by utilizing [www.cf1stop.com](http://www.cf1stop.com)
- \*Contractor required to pothole and spot every utility crossing along the alignment.
- \*Contractor must restore ROW after all work is complete

**WINDSTREAM CONSTRUCTION MANAGER**  
STEPHEN KNESS (319-538-1985)

ADDRESS:- MAIN ST & W 18TH ST, CEDAR FALLS , IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 1-800-292-8989**

SCALE: NTS



ENGINEER: WINDSTREAM - STEPHEN KNESS  
FIELD ENGINEER: PEARCE SERVICES JUSTIN PEROT  
DRAWN BY: PEARCE SERVICES PRABHAT SINGH

PROJECT: 707433030\_REV  
PROJECT TITLE: RM CDFLIA MAIN ST E 18TH -E 16TH  
EXCHANGE: CDFLIACO  
SHEET: VICINITY MAP DATE: 12/12/2022



EXCHANGE NAME:	CDFLIACO		W.O. # 707433030_REV
W.O.TITLE	RM CDFLIA MAIN ST E 18TH -E 16TH		
	SHEET # 03	SHEET # 04	TOTAL
UNIT CODE:	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY
XXHAPO	1		1
HAPO(48)	1		1
HO1(A)	2		2
HOMW(A)	2		2
WPM92	1		1
BM80PF	2		2
BM60(1)(2)PF>100	799		799
BFO48I	1019		1019
BM81PF	1		1
XXCO	734		734
BHF(24X36X24)T		1	1
BM53F	1	2	3
HBFO(48)		1	1
HO1(B)		36	36
WBM27F		40	40
XXBM80PF		2	2
XXPF	1	1	2
XXPE1	1	1	2
XXBM81PF		1	1
HOMW(B)		36	36
BM2		1	1

ADDRESS:- MAIN ST & W 18TH ST, CEDAR FALLS , IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 1-800-292-8989**

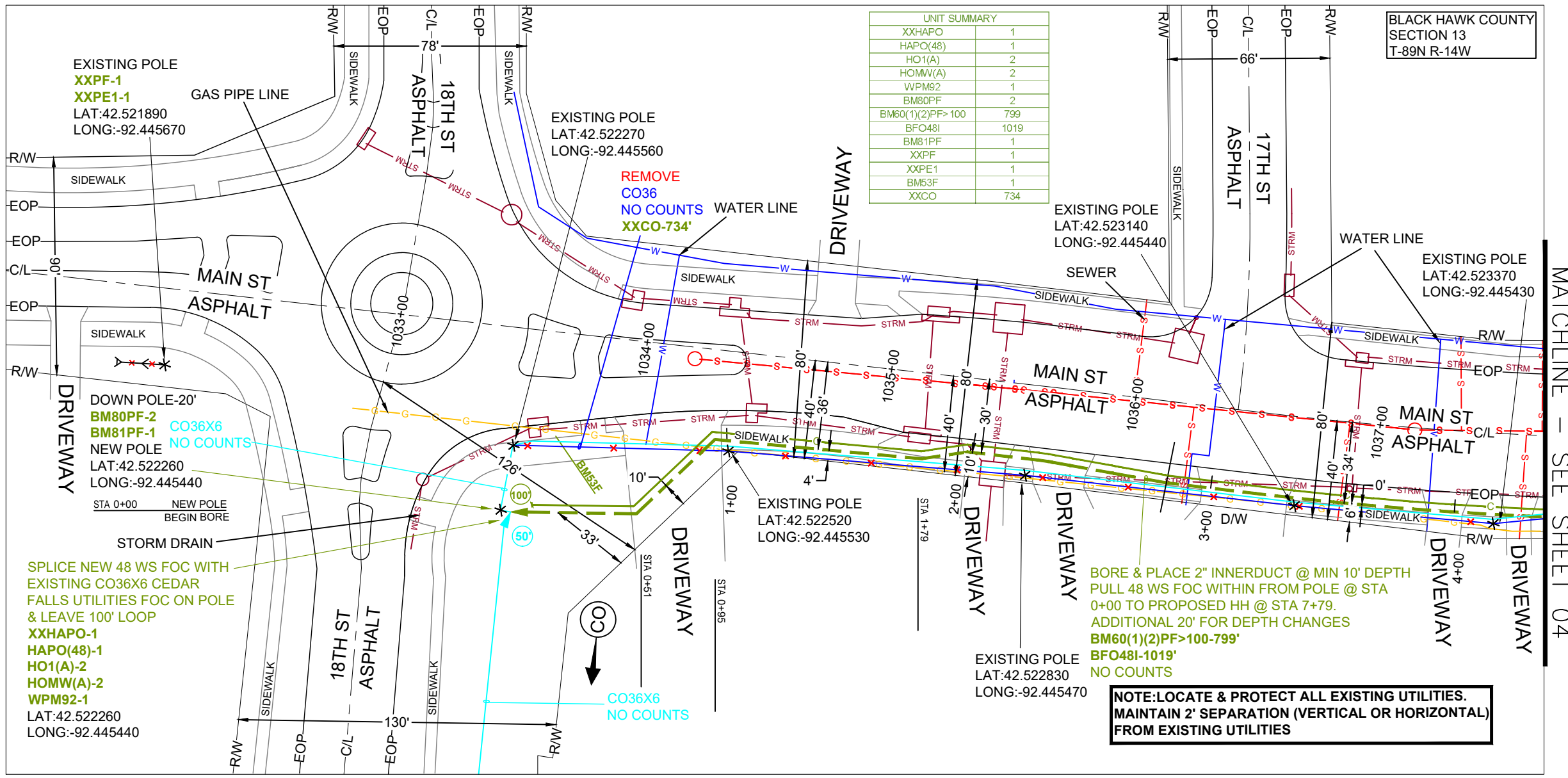
SCALE: NTS



ENGINEER: WINDSTREAM - STEPHEN KNESS  
 FIELD ENGINEER: PEARCE SERVICES JUSTIN PEROT  
 DRAWN BY: PEARCE SERVICES PRABHAT SINGH

PROJECT: 707433030\_REV  
 PROJECT TITLE: RM CDFLIA MAIN ST E 18TH -E 16TH  
 EXCHANGE: CDFLIACO  
 SHEET: UNIT SUMMARY DATE: 12/12/2022





BLACK HAWK COUNTY  
SECTION 13  
T-89N R-14W

**NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL OR HORIZONTAL) FROM EXISTING UTILITIES**

MATCHLINE - SEE SHEET 04

ADDRESS:- MAIN ST & W 18TH ST, CEDAR FALLS , IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 1-800-292-8989**

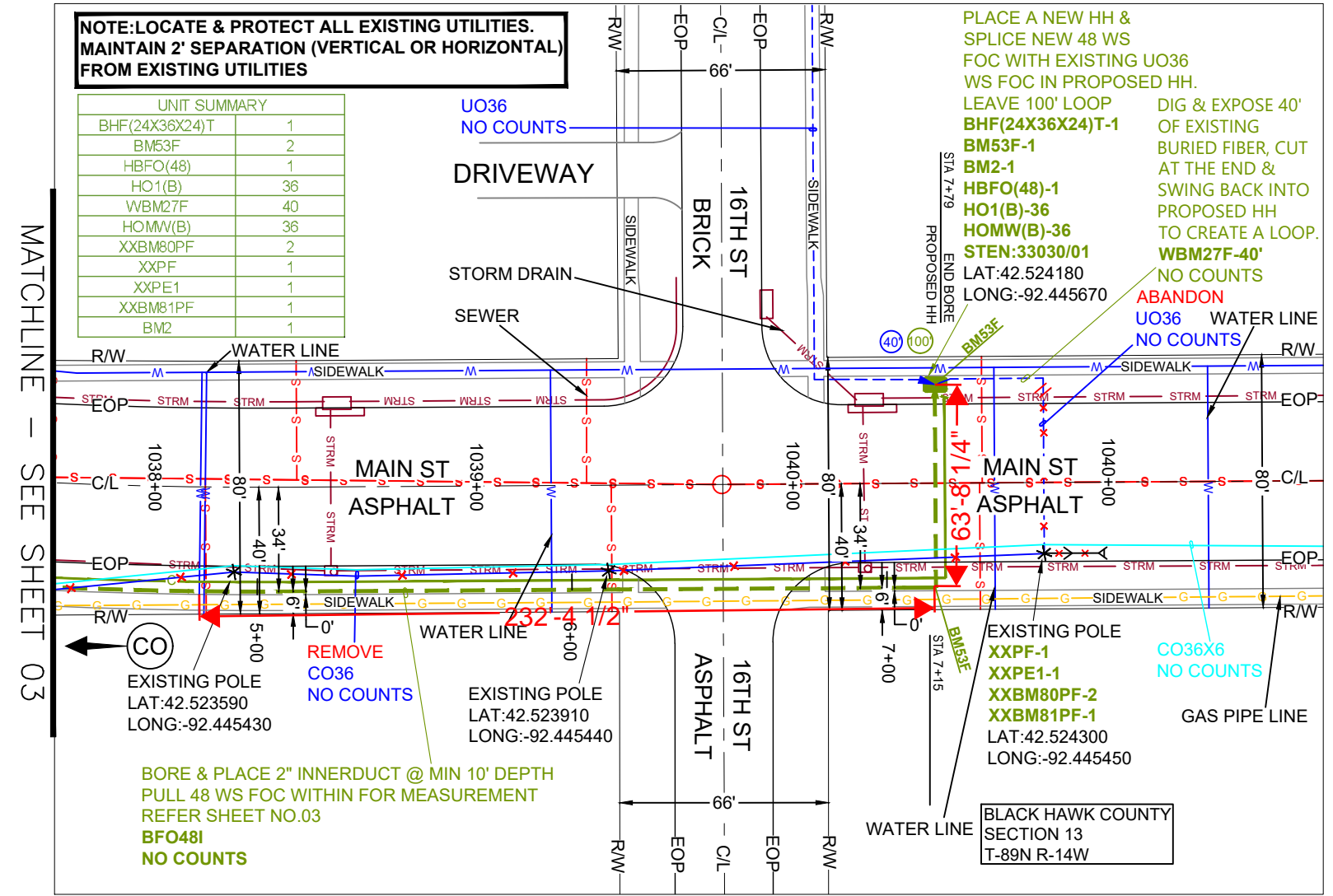
SCALE: 1:50



ENGINEER: WINDSTREAM - STEPHEN KNESS  
FIELD ENGINEER: PEARCE SERVICES JUSTIN PEROT  
DRAWN BY: PEARCE SERVICES PRABHAT SINGH

PROJECT: 707433030\_REV  
PROJECT TITLE: RM CDFLIA MAIN ST E 18TH -E 16TH  
EXCHANGE: CDFLIACO  
SHEET: 03 OF 04  
DATE: 12/12/2022





**NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL OR HORIZONTAL) FROM EXISTING UTILITIES**

UNIT SUMMARY	
BHF(24X36X24)T	1
BM53F	2
HBFO(48)	1
HO1(B)	36
WBM27F	40
HOMW(B)	36
XXBM80PF	2
XXPF	1
XXPE1	1
XXBM81PF	1
BM2	1

PLACE A NEW HH & SPLICE NEW 48 WS FOC WITH EXISTING UO36 WS FOC IN PROPOSED HH.  
 LEAVE 100' LOOP  
**BHF(24X36X24)T-1**  
**BM53F-1**  
**BM2-1**  
**HBFO(48)-1**  
**HO1(B)-36**  
**HOMW(B)-36**  
**STEN:33030/01**  
 LAT:42.524180  
 LONG:-92.445670  
 DIG & EXPOSE 40' OF EXISTING BURIED FIBER, CUT AT THE END & SWING BACK INTO PROPOSED HH TO CREATE A LOOP.  
**WBM27F-40'**  
 NO COUNTS  
 ABANDON UO36  
 NO COUNTS  
 WATER LINE

EXISTING POLE  
 LAT:42.523590  
 LONG:-92.445430  
 REMOVE CO36  
 NO COUNTS  
 EXISTING POLE  
 LAT:42.523910  
 LONG:-92.445440

BORE & PLACE 2" INNERDUCT @ MIN 10' DEPTH  
 PULL 48 WS FOC WITHIN FOR MEASUREMENT  
 REFER SHEET NO.03  
**BFO48I**  
 NO COUNTS

EXISTING POLE  
**XXPF-1**  
**XXPE1-1**  
**XXBM80PF-2**  
**XXBM81PF-1**  
 LAT:42.524300  
 LONG:-92.445450

BLACK HAWK COUNTY  
 SECTION 13  
 T-89N R-14W

MATCHLINE - SEE SHEET 03

ADDRESS:- MAIN ST & W 18TH ST, CEDAR FALLS , IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 1-800-292-8989**  
 SCALE: 1:50



ENGINEER: **WINDSTREAM - STEPHEN KNESS**  
 FIELD ENGINEER: **PEARCE SERVICES JUSTIN PEROT**  
 DRAWN BY: **PEARCE SERVICES PRABHAT SINGH**

PROJECT: 707433030\_REV  
 PROJECT TITLE: RM CDFLIA MAIN ST E 18TH -E 16TH  
 EXCHANGE: CDFLIACO  
 SHEET:04 OF 04  
 DATE: 12/12/2022





## ADMINISTRATION

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

---

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** August 28, 2023  
**SUBJECT:** Transfer of Outlot V, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa

Staff would like to request that a public hearing be scheduled for September 18, 2023 to address the proposed transfer of the above referenced City owned real estate to KATZ Properties, LLC. City Council approved an Offer to Buy Real Estate at its meeting on August 7, 2023 to sell an 8,000 square foot outlot to KATZ Properties, LLC for the expansion of their parking area at their existing location at 6317 Development Drive in the West Viking Road Industrial Park. This public hearing will be to approve the transfer of the property to KATZ Properties, LLC.

If you have any questions, please feel free to contact me.



**KATZ Properties, LLC**  
 6317 Development Drive  
 8,000 sq. ft. Land Purchase

Item 32.

Innov

Venture Way

**KATZ Properties, LLC**

Land to be Purchased  
 by KATZ Properties, LLC

200'

40'

**L&N  
 Transportation**

Development Dr



1" = 352'



Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER  
CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO KATZ  
PROPERTIES, LLC

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has approved an Offer to Buy Real Estate and Acceptance with KATZ Properties, LLC, on terms which include:

- (1) Conveyance of certain city-owned real estate legally described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Outlot V, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa;

and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider conveyance of the property to KATZ Properties, LLC pursuant to the terms of said Offer to Buy Real Estate and Acceptance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 18<sup>th</sup> day of September, 2023, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider conveyance of the city-owned real estate to KATZ Properties, LLC. A copy of the approved Offer to Buy Real Estate and Acceptance is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this 5<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA )  
 )  
COUNTY OF BLACK HAWK: ) SS:

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the 5<sup>th</sup> day of September, 2023.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jacqueline Danielsen  
City Clerk of Cedar Falls, Iowa

# DAILY INVOICES FOR 9/05/23 COUNCIL MEETING

Item 33.

PREPARED 08/29/2023, 8:21:27  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 12/2023

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-1060-423.89-34					MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.				
269		02/24 AP	07/28/23	0399029	EWALD, KIRSTEY CREATIVE WRITING WORKSHOP	500.00		08/23/23	
					ACCOUNT TOTAL	500.00	.00	500.00	
101-1061-423.89-20					MISCELLANEOUS SERVICES / ADULT BOOKS				
269		02/24 AP	07/25/23	0399026	DARGAN, CHERIE BOOKS;"THE GIFT"	36.00		08/23/23	
					ACCOUNT TOTAL	36.00	.00	36.00	
101-1199-441.81-03					PROFESSIONAL SERVICES / RECORDING FEES				
283		02/24 AP	08/24/23	0399034	BLACK HAWK CO.RECORDER	12.00		08/25/23	
					RCD:RESOLUTION #23,283				
283		02/24 AP	08/24/23	0399034	BLACK HAWK CO.RECORDER	17.00		08/25/23	
					RCD:WARRANTY DEED				
283		02/24 AP	08/24/23	0399034	BLACK HAWK CO.RECORDER	5.00		08/25/23	
					RCD:DEED FEE				
283		02/24 AP	08/24/23	0399034	BLACK HAWK CO.RECORDER	12.00		08/25/23	
					RCD:TERM.OF AGREEMENT				
					ACCOUNT TOTAL	46.00	.00	46.00	
101-1199-441.89-13					MISCELLANEOUS SERVICES / CONTINGENCY				
283		02/24 AP	08/15/23	0399035	CEDAR FALLS UTILITIES	162.95		08/25/23	
					UTILITIES THRU 08/15/23				
					ACCOUNT TOTAL	162.95	.00	162.95	
101-1199-441.89-14					MISCELLANEOUS SERVICES / REFUNDS				
283		02/24 AP	08/23/23	0399037	DALTON PLUMBING & HEATING	144.00		08/25/23	
					REFUND-MECHANICAL PERMIT				
244		02/24 AP	08/16/23	0399021	MAGEE CONSTRUCTION	149.60		08/17/23	
					REFUND-ROOFING PERMIT				
230		02/24 AP	08/14/23	0399012	BRENDA NJUS	412.00		08/15/23	
					REFUND-GARAGE PERMIT				
					ACCOUNT TOTAL	705.60	.00	705.60	
101-2253-423.85-01					UTILITIES / UTILITIES				
283		02/24 AP	08/15/23	0399035	CEDAR FALLS UTILITIES	6,063.31		08/25/23	
					UTILITIES THRU 08/15/23				
					ACCOUNT TOTAL	6,063.31	.00	6,063.31	

PREPARED 08/29/2023, 8:21:27  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2  
ACCOUNTING PERIOD 12/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.85-05						UTILITIES / THE FALLS POOL UTILITIES				
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	19,343.68			08/25/23
						UTILITIES THRU 08/15/23				
					ACCOUNT TOTAL		19,343.68	.00	19,343.68	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
283		02/24 AP		08/25/23	0399044	SONS OF NORWAY	500.00			08/25/23
						REF-BEACH HOUSE DEPOSIT				
283		02/24 AP		08/23/23	0399038	GEOFF SCHMUECKER	477.55			08/25/23
						REFUND-ANNL FAMILY MEMBR				
283		02/24 AP		08/23/23	0399036	CHERYL VAN NICE	75.00			08/25/23
						REFUND-SHELTER DEPOSIT				
283		02/24 AP		08/23/23	0399039	HILLARY JACKSON	75.00			08/25/23
						REFUND-SHELTER DEPOSIT				
283		02/24 AP		08/23/23	0399046	UNIVERSITY OF NORTHERN IOWA	75.00			08/25/23
						REFUND-SHELTER DEPOSIT				
283		02/24 AP		08/23/23	0399043	SCUBA	500.00			08/25/23
						TOO REF-BEACH HOUSE DEPOSIT				
283		02/24 AP		08/23/23	0399042	ROSS KLEMZ	75.00			08/25/23
						REFUND-SHELTER DEPOSIT				
269		02/24 AP		08/18/23	0399028	ERIN BLASBERG	75.00			08/23/23
						REFUND-SHELTER DEPOSIT				
269		02/24 AP		08/18/23	0399030	GALLAGHER BLUEDORN	75.00			08/23/23
						REFUND-SHELTER DEPOSIT				
244		02/24 AP		08/16/23	0399019	ELIZABETH KOCH	75.00			08/17/23
						REFUND-SHELTER DEPOSIT				
244		02/24 AP		08/16/23	0399022	MARINA BONE	75.00			08/17/23
						REFUND-SHELTER DEPOSIT				
244		02/24 AP		08/16/23	0399023	STANDARD GOLF COMPANY	75.00			08/17/23
						REFUND-SHELTER DEPOSIT				
					ACCOUNT TOTAL		2,152.55	.00	2,152.55	
101-2280-423.85-01 UTILITIES / UTILITIES										
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	738.20			08/25/23
						UTILITIES THRU 08/15/23				
					ACCOUNT TOTAL		738.20	.00	738.20	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
244		02/24 AP		08/16/23	0399020	GETZ, JOSH	40.08			08/17/23
						RMB:MEALS-ELEC.FIRE INV. JOHNSTON				
244		02/24 AP		08/11/23	0399018	BOSTWICK, JOHN	173.38			08/17/23
						RMB:TRAVEL-DEPOSITION				
					ACCOUNT TOTAL		213.46	.00	213.46	

PREPARED 08/29/2023, 8:21:27  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3  
ACCOUNTING PERIOD 12/2023

GROUP NBR	PO NBR	ACCTG PER.	-----TRANSACTION----- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 101 GENERAL FUND								
101-4511-414.85-01					UTILITIES / UTILITIES			
283		02/24 AP	08/15/23	0399035	CEDAR FALLS UTILITIES	1,020.64		08/25/23
					UTILITIES THRU 08/15/23			
					ACCOUNT TOTAL	1,020.64	.00	1,020.64
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
283		02/24 AP	08/15/23	0399035	CEDAR FALLS UTILITIES	159.08		08/25/23
					UTILITIES THRU 08/15/23			
					ACCOUNT TOTAL	159.08	.00	159.08
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT								
269		02/24 AP	08/10/23	0399033	U.S. CELLULAR	94.32		08/23/23
					COVERT CAMERA CELL PLAN			
					08/09-09/08/23			
					ACCOUNT TOTAL	94.32	.00	94.32
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
230		02/24 AP	08/08/23	0399014	HAISET, MICHAEL	41.73		08/15/23
					RMB:MEALS-FIREARMS TRNG.			
269		02/24 AP	07/25/23	0399031	FEY/CHASE/PENSEL/HINDERS	17.36		08/23/23
					RMB:MEALS-ALICE INST.CERT			
					BOONE			
					ACCOUNT TOTAL	59.09	.00	59.09
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY								
269		02/24 AP	08/23/23	0399032	TAYLOR, TODD	285.00		08/23/23
					RMB:MEALS-SEP.-CR ACADEMY			
230		02/24 AP	08/10/23	0399017	PENSEL, EVAN	360.00		08/15/23
					RMB:MEALS-HAWKEYE ACADEMY			
230		02/24 AP	08/10/23	0399015	HINDERS, BAYLEE	360.00		08/15/23
					RMB:MEALS-HAWKEYE ACADEMY			
					PER DIEM			
					ACCOUNT TOTAL	1,005.00	.00	1,005.00
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE								
230		02/24 AP	08/11/23	0399013	DOUGAN JR, SCOTT	19.26		08/15/23
					RMB:UNIFORM ALLOWANCE			
269		02/24 AP	08/10/23	0399024	CARMAN, GAVIN	48.15		08/23/23
					RMB:UNIFORM ALLOWANCE			
230		02/24 AP	08/07/23	0399016	MCMAMARA, SHEA	181.89		08/15/23
					RMB:UNIFORM ALLOWANCE			
230		02/24 AP	08/06/23	0399014	HAISET, MICHAEL	70.62		08/15/23
					RMB:UNIFORM ALLOWANCE			
					DICK'S SPORTING GOODS			

PREPARED 08/29/2023, 8:21:27  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4  
ACCOUNTING PERIOD 12/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
-----										
FUND 101 GENERAL FUND										
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
230		02/24 AP		08/05/23	0399010	ANDERSEN, ZACH	117.68			08/15/23
						RMB:UNIFORM ALLOWANCE				
						DICK'S SPORTING GOODS				
						ACCOUNT TOTAL	437.60	.00	437.60	
101-6613-433.85-01						UTILITIES / UTILITIES				
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	245.68			08/25/23
						UTILITIES THRU 08/15/23				
						ACCOUNT TOTAL	245.68	.00	245.68	
101-6616-446.85-01						UTILITIES / UTILITIES				
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	3,935.14			08/25/23
						UTILITIES THRU 08/15/23				
						ACCOUNT TOTAL	3,935.14	.00	3,935.14	
101-6623-423.85-01						UTILITIES / UTILITIES				
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	900.75			08/25/23
						UTILITIES THRU 08/15/23				
						ACCOUNT TOTAL	900.75	.00	900.75	
101-6633-423.85-01						UTILITIES / UTILITIES				
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	2,164.82			08/25/23
						UTILITIES THRU 08/15/23				
						ACCOUNT TOTAL	2,164.82	.00	2,164.82	
						FUND TOTAL	39,983.87	.00	39,983.87	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-56						OPERATING SUPPLIES / FLOOD CONTROL				
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	132.21			08/25/23
						UTILITIES THRU 08/15/23				
						ACCOUNT TOTAL	132.21	.00	132.21	
206-6637-436.85-01						UTILITIES / UTILITIES				
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	282.51			08/25/23
						UTILITIES THRU 08/15/23				

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.85-01 UTILITIES / UTILITIES						continued				
ACCOUNT TOTAL							282.51	.00	282.51	
206-6647-436.85-01 UTILITIES / UTILITIES										
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	1,027.81			08/25/23
UTILITIES THRU 08/15/23										
ACCOUNT TOTAL							1,027.81	.DO	1,027.81	
FUND TOTAL							1,442.53	.00	1,442.53	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
269		02/24 AP		08/17/23	0399027	DEWITT, JASON	110.00			08/23/23
BRAZILIAN 2WINS CONCERT						CAMERA OPERATOR				
ACCOUNT TOTAL							110.00	.DO	110.00	
FUND TOTAL							110.00	.DO	110.00	
FUND 258 PARKING FUND										
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	15.75			08/25/23
UTILITIES THRU 08/15/23										
ACCOUNT TOTAL							15.75	.00	15.75	
FUND TOTAL							15.75	.DO	15.75	
FUND 261 TOURISM & VISITORS										
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.85-01 UTILITIES / UTILITIES										
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	120.05			08/25/23
UTILITIES THRU 08/15/23										
ACCOUNT TOTAL							120.05	.DO	120.05	



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FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.87-01 RENTALS / RENTALS									
283		02/24 AP		08/21/23	0399040	JOSEPH SCHILLER	250.00		08/25/23
REFUND-SECURITY DEPOSIT									
283		02/24 AP		08/18/23	0399041	KATE DUNNING	250.00		08/25/23
REFUND-SECURITY DEPOSIT									
ACCOUNT TOTAL							500.00	.00	500.00
FUND TOTAL							620.05	.00	620.05
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
430-1220-431.91-10 LAND / INDUSTRIAL PARK LAND ACQ									
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	35.25		08/25/23
UTILITIES THRU 08/15/23									
ACCOUNT TOTAL							35.25	.00	35.25
FUND TOTAL							35.25	.00	35.25
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									

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			CD	DATE	NUMBER				POST DT
----									
FUND 437	2018	BOND							
FUND 437	2018	BOND							
FUND 437	2018	BOND							
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
FUND 439	2022	BOND FUND							
FUND 443	CAPITAL PROJECTS								
443-1220-431.94-33	CAPITAL PROJECTS / PROPERTY ACQUISITION								
283	02/24	AP	08/15/23	0399035		CEDAR FALLS UTILITIES	140.53		08/25/23
						UTILITIES THRU 08/15/23			
						ACCOUNT TOTAL	140.53	.00	140.53
						FUND TOTAL	140.53	.00	140.53
FUND 472	PARKADE RENOVATION								
FUND 473	SIDEWALK ASSESSMENT								
FUND 483	ECONOMIC DEVELOPMENT								
FUND 484	ECONOMIC DEVELOPMENT LAND								
FUND 541	2018	STORM WATER BONDS							
FUND 544	2008	SEWER BONDS							
FUND 545	2018	SEWER BONDS							
FUND 546	SEWER IMPROVEMENT FUND								
FUND 547	SEWER RESERVE FUND								
FUND 548	1997	SEWER BOND FUND							
FUND 549	1992	SEWER BOND FUND							
FUND 550	2000	SEWER BOND FUND							
FUND 551	REFUSE FUND								
551-6685-436.85-01	UTILITIES / UTILITIES								
283	02/24	AP	08/15/23	0399035		CEDAR FALLS UTILITIES	1,244.52		08/25/23
						UTILITIES THRU 08/15/23			
						ACCOUNT TOTAL	1,244.52	.00	1,244.52
551-6685-436.87-02	RENTALS / MATERIAL DISPOSAL/HANDLIN								
230	02/24	AP	07/31/23	0399011		BLACK HAWK CO.LANDFILL	21,492.69		08/15/23
						LANDFILL SRV:7/17-7/31/23			
						ACCOUNT TOTAL	21,492.69	.00	21,492.69
						FUND TOTAL	22,737.21	.00	22,737.21

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FUND S52 SEWER RENTAL FUND										
S52-666S-436.85-01 UTILITIES / UTILITIES										
283		02/24 AP		08/15/23	0399035	CEDAR FALLS UTILITIES	5,228.59		08/25/23	
		UTILITIES THRU 08/1S/23								
283		02/24 AP		08/1S/23	0399035	CEDAR FALLS UTILITIES	14,605.S2		08/25/23	
		UTILITIES THRU 08/1S/23								
		ACCOUNT TOTAL						19,834.11	.00	19,834.11
SS2-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
230		02/24 AP		07/31/23	0399011	BLACK HAWK CO.LANDFILL	43.00		08/15/23	
		LANDFILL SRV:7/17-7/31/23								
		ACCOUNT TOTAL						43.00	.00	43.00
		FUND TOTAL						19,877.11	.00	19,877.11
FUND SS3 2004 SEWER BOND										
FUND SSS STORM WATER UTILITY										
SSS-6630-432.85-01 UTILITIES / UTILITIES										
283		02/24 AP		08/1S/23	0399035	CEDAR FALLS UTILITIES	47.17		08/25/23	
		UTILITIES THRU 08/1S/23								
		ACCOUNT TOTAL						47.17	.00	47.17
		FUND TOTAL						47.17	.00	47.17
FUND S70 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES										
269		02/24 AP		08/10/23	039902S	CEDAR FALLS UTILITIES	10.00		08/23/23	
		LIBRARY DOMAIN NAME                      STATIC IP ADDRESS								
		ACCOUNT TOTAL						10.00	.00	10.00
606-1078-441.82-01 COMMUNICATION / TELEPHONE										
2291		12/23 AP		06/06/23	0398899	U.S. CELLULAR		2,977.74	08/17/23	
		ACCOUNT CORRECTION                      WIRELESS SRV:6/6-7/5/23								
		ACCOUNT TOTAL						.00	2,977.74	2,977.74-
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
2291		12/23 AP		06/06/23	0398899	U.S. CELLULAR	2,977.74		08/17/23	
		WIRELESS SRV:6/6-7/5/23								

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FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT	continued		
283		02/24 AP		07/06/23	0399045	U.S. CELLULAR	3,325.14		08/25/23
						WIRELESS SRV:7/6-8/5/23			
						ACCOUNT TOTAL	6,302.88	.00	6,302.88
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
269		02/24 AP		08/10/23	0399025	CEDAR FALLS UTILITIES	3,320.00		08/23/23
						FIBERPOINT:7/11-8/10/23			
						ACCOUNT TOTAL	3,320.00	.00	3,320.00
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
283		02/24 AP		07/06/23	0399045	U.S. CELLULAR	4,737.96		08/25/23
						TABLETS			
						ACCOUNT TOTAL	4,737.96	.00	4,737.96
						FUND TOTAL	14,370.84	2,977.74	11,393.10
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	99,380.31	2,977.74	96,402.57

# COUNCIL INVOICES FOR 9/05/23 MEETING

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-----									
FUND 101 GENERAL FUND									
101-1008-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
247			03/24 AP 08/23/23	0000000	J.P. COOKE COMPANY	384.75		08/29/23	
					2024 PET & PAW PARK TAGS				
235			03/24 AP 08/11/23	0000000	OFFICE EXPRESS OFFICE	.22		08/29/23	
					PRODUCT RULED WRITING PADS				
					ACCOUNT TOTAL	384.97	.00	384.97	
101-1028-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
247			03/24 AP 08/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	40.41		08/29/23	
					LEATHER PADFOLIO-ROEDING				
					ACCOUNT TOTAL	40.41	.00	40.41	
101-1038-441.81-09					PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION				
247			03/24 AP 08/23/23	0000000	AWARDS, GIFTS & ENGRAVING	33.00		08/29/23	
					HRC NAME BADGES				
					ACCOUNT TOTAL	33.00	.00	33.00	
101-1038-441.81-35					PROFESSIONAL SERVICES / EMPLOYEE RECOGNITION				
247			03/24 AP 08/21/23	0000000	TERRYBERRY MFG. JEWELERS	1,794.98		08/29/23	
					SERVICE AWARD PINS				
					ACCOUNT TOTAL	1,794.98	.00	1,794.98	
101-1038-441.81-51					PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS				
247			03/24 AP 08/09/23	0000000	MERCYONE OCCUPATIONAL	20,049.00		08/29/23	
					HEALTH POST-EMPLOY.PHYS-JULY'23				
					ACCOUNT TOTAL	20,049.00	.00	20,049.00	
101-1038-441.81-53					PROFESSIONAL SERVICES / JOB NOTICES				
247			03/24 AP 07/31/23	0000000	REGISTER MEDIA	208.35		08/29/23	
					JOB AD:CIVIL CAD/GIS TECH				
					7/2, 7/9, 7/16, 7/23/23				
					ACCOUNT TOTAL	208.35	.00	208.35	
101-1038-441.81-56					PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG				
247			03/24 AP 08/21/23	0000000	WELLWORKS FOR YOU	680.85		08/29/23	
					WELLNESS PROGRAM FEE				
					AUGUST 2023				
					ACCOUNT TOTAL	680.85	.00	680.85	

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FUND 101 GENERAL FUND										
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
247		03/24 AP		09/01/23	0000000	AHLERS AND COONEY, P.C.	3,900.00			08/29/23
						LEGAL SERVICES-SEPT'23				
247		03/24 AP		09/01/23	0000000	SWISHER & COHRT, P.L.C.	2,600.00			08/29/23
						LEGAL SERVICES-SEPT'23				
247		03/24 AP		08/01/23	0000000	REDFERN, MASON, LARSEN & MOORE,	377.00			08/29/23
						LGL:GREENHILL VILL.9TH AD				
						07/10/23-07/13/23				
						PROJECT# : 023006				
						ACCOUNT TOTAL	6,877.00	.00	6,877.00	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
247		03/24 AP		09/01/23	0000000	SWISHER & COHRT, P.L.C.	1,000.00			08/29/23
						LEGAL SERVICES-SEPT'23				
						ACCOUNT TOTAL	1,000.00	.00	1,000.00	
101-1199-411.32-64 COMM PROTECTION GRANTS / FIRE EQUIPMENT GRANT										
239		03/24 AP		08/08/23	0000000	SHIRT SHACK INC., THE	3,735.93			08/29/23
						BEYOND PINK SHIRTS 2023				
						QTY 257-ALL SIZES/STYLES				
						ACCOUNT TOTAL	3,735.93	.00	3,735.93	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
248		03/24 AP		08/15/23	0000000	ENGAGE BY CELL	2,750.00			08/29/23
						SMARTPHONE TOUR SUB SERV				
						SEPT 23 - SEPT 24				
						ACCOUNT TOTAL	2,750.00	.00	2,750.00	
101-1199-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
247		03/24 AP		08/17/23	0000000	IOWA LEAGUE-CITIES	230.00			08/29/23
						REG:ANNUAL CONF.-SCHULTZ				
						CEDAR RAPIDS 9/20-9/22/23				
						ACCOUNT TOTAL	230.00	.00	230.00	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
235		03/24 AP		08/11/23	0000000	OFFICE EXPRESS OFFICE	.22			08/29/23
						PRODUCT RULED WRITING PADS				
						ACCOUNT TOTAL	.22	.00	.22	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
235		03/24 AP		08/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.81			08/29/23
						RULED WRITING PADS				

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-----										
FUND 101 GENERAL FUND										
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
ACCOUNT TOTAL							1.81	.00	1.81	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
235		03/24 AP		08/09/23	0000000	PROFESSIONAL LAWN CARE, LLC	71.25			08/29/23
CODE MOW-2103 WALNUT										
ACCOUNT TOTAL							71.25	.00	71.25	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
235		03/24 AP		08/03/23	0000000	SERVICEWEAR APPAREL, INC.	184.49			08/29/23
POLOS, SWEATSHIRT-M ASCHE										
235		03/24 AP		08/03/23	0000000	SERVICEWEAR APPAREL, INC.	126.78			08/29/23
POLOS, JACKET-J HENDERSON										
ACCOUNT TOTAL							311.27	.00	311.27	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
235		03/24 AP		08/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.87			08/29/23
RULED WRITING PADS										
ACCOUNT TOTAL							.87	.00	.87	
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
247		03/24 AP		08/20/23	0000000	DENTONS DAVIS BROWN PC	57.00			08/29/23
LGL:RE:IMMIGRATION										
07/07/23, 07/11/23										
ACCOUNT TOTAL							57.00	.00	57.00	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
234		03/24 AP		08/15/23	0000000	OFFICE EXPRESS OFFICE	29.22			08/29/23
PRODUCT LABELING TAPE										
270		03/24 AP		08/10/23	0000000	QUILL CORPORATION	194.99			08/29/23
OFFICE CHAIR										
270		03/24 AP		08/10/23	0000000	QUILL CORPORATION	287.48			08/29/23
OFFICE CHAIR										
270		03/24 AP		08/10/23	0000000	QUILL CORPORATION	212.74			08/29/23
OFFICE CHAIR										
ACCOUNT TOTAL							724.43	.00	724.43	
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES										
234		03/24 AP		08/15/23	0000000	CEDAR FALLS COMMUNITY SCHOOLS	7,302.58			08/29/23

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FUND 101 GENERAL FUND									
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES						continued			
234				03/24 AP 08/14/23	0000000	CAMP BUSES LOST ISLAND WATER PARK	1,658.41		08/29/23
234				03/24 AP 06/14/23	0000000	CAMP FIELD TRIPS BLACK HAWK COUNTY CONSERVATIO CAMP FIELD TRIPS	240.00		08/29/23
ACCOUNT TOTAL							9,200.99	.00	9,200.99
101-2253-423.72-38 OPERATING SUPPLIES / STAFF SHIRTS									
270				03/24 AP 08/18/23	0000000	STAFF SHIRTS SERVICEWEAR APPAREL, INC. STAFF UNIFORMS REC CTR	984.26		08/29/23
ACCOUNT TOTAL							984.26	.00	984.26
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS									
270				03/24 AP 08/16/23	0000000	MARTIN BROS.DISTRIBUTING CHIPS/CHEESE/SYRUP/CANDY BOSCO/ICE POPS	535.70		08/29/23
270				03/24 AP 08/15/23	0000000	PAPA JOHN'S PIZZA 2 PIZZAS	16.50		08/29/23
270				03/24 AP 08/14/23	0000000	PAPA JOHN'S PIZZA 5 PIZZAS	41.25		08/29/23
234				03/24 AP 08/13/23	0000000	PAPA JOHN'S PIZZA 3 PIZZAS	24.75		08/29/23
234				03/24 AP 08/12/23	0000000	PAPA JOHN'S PIZZA 9 PIZZAS	74.25		08/29/23
234				03/24 AP 08/12/23	0000000	PAPA JOHN'S PIZZA 4 PIZZAS	33.00		08/29/23
234				03/24 AP 08/12/23	0000000	PAPA JOHN'S PIZZA 6 PIZZAS	49.50		08/29/23
270				03/24 AP 08/12/23	0000000	PAPA JOHN'S PIZZA 4 PIZZAS	33.00		08/29/23
234				03/24 AP 08/11/23	0000000	MARTIN BROS.DISTRIBUTING KETCHUP / POPCORN	27.34		08/29/23
234				03/24 AP 08/11/23	0000000	PAPA JOHN'S PIZZA 6 PIZZAS	49.50		08/29/23
234				03/24 AP 08/11/23	0000000	PAPA JOHN'S PIZZA 9 PIZZAS	74.25		08/29/23
270				03/24 AP 08/11/23	0000000	PAPA JOHN'S PIZZA 2 PIZZAS	16.50		08/29/23
234				03/24 AP 08/10/23	0000000	MARTIN BROS.DISTRIBUTING CONCESSION SUPPLIES	301.54		08/29/23
234				03/24 AP 08/10/23	0000000	PAPA JOHN'S PIZZA 5 PIZZAS	41.25		08/29/23
234				03/24 AP 08/10/23	0000000	PAPA JOHN'S PIZZA 9 PIZZAS	74.25		08/29/23
234				03/24 AP 08/09/23	0000000	MARTIN BROS.DISTRIBUTING CONCESSION SUPPLIES	595.17		08/29/23



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FUND 101 GENERAL FUND									
101-2253-423.72-41						OPERATING SUPPLIES / THE FALLS CONCESSIONS			continued
234		03/24 AP		08/09/23	0000000	PAPA JOHN'S PIZZA	24.75		08/29/23
						3 PIZZAS			
234		03/24 AP		08/09/23	0000000	PAPA JOHN'S PIZZA	49.50		08/29/23
						6 PIZZAS			
234		03/24 AP		07/27/23	0000000	ATLANTIC COCA-COLA	506.27		08/29/23
						COKE SUPPLIES			
						ACCOUNT TOTAL	2,568.27	.00	2,568.27
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
270		03/24 AP		08/15/23	0000000	MENARDS-CEDAR FALLS	22.44		08/29/23
						SHELIVING			
270		03/24 AP		08/11/23	0000000	MENARDS-CEDAR FALLS	2.14		08/29/23
						COMPRESSION INSERT & SLEEVE			
270		03/24 AP		08/10/23	0000000	MENARDS-CEDAR FALLS	64.27		08/29/23
						MEETING ROOM REPAIRS			
270		03/24 AP		08/09/23	0000000	MENARDS-CEDAR FALLS	21.76		08/29/23
						3 PAIL - BLUE LIDS			
						ACCOUNT TOTAL	110.61	.00	110.61
101-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
234		03/24 AP		07/19/23	0000000	SHERWIN-WILLIAMS COMPANY	9,907.20		08/29/23
						MPR FLOORING			
						ACCOUNT TOTAL	9,907.20	.00	9,907.20
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
248		03/24 AP		08/16/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	31.64		08/29/23
						FOLDERS, LETTER OPENERS, WITE-OUT			
						ACCOUNT TOTAL	31.64	.00	31.64
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES									
248		03/24 AP		08/17/23	0000000	SIGNS BY TOMORROW	315.00		08/29/23
						THURSDAY PAINTERS LABELS			
248		03/24 AP		08/16/23	0000000	VAN DOREN'S, LLC	170.00		08/29/23
						UV GLASS FOR 2 PAINTINGS THURSDAY PAINTERS EXHIBIT			
248		03/24 AP		08/15/23	0000000	SIGNS & DESIGNS, INC.	50.00		08/29/23
						THURSDAY PAINTERS VINYL			
						ACCOUNT TOTAL	535.00	.00	535.00
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									

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FUND 101 GENERAL FUND								
101-2280-423					101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
248			03/24 AP	08/18/23 0000000	ARAMARK MAT SERVICE	13.74		08/29/23
248			03/24 AP	07/24/23 0000000	KOH, SANG KYUN QUARTET PERFORMANCE 10/3	400.00		08/29/23
					ACCOUNT TOTAL	413.74	.00	413.74
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM								
248			03/24 AP	08/22/23 0000000	BERGEN PLUMBING, HEATING & CO PLUMBING FOR WASHER/DRYER	1,540.83		08/29/23
248			03/24 AP	07/24/23 0000000	KOH, SANG KYUN QUARTET PERFORMANCE 10/3	400.00		08/29/23
					ACCOUNT TOTAL	1,940.83	.00	1,940.83
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
237			03/24 AP	08/21/23 0000000	CITY LAUNDERING CO. RESTOCK FIRST AID KITS	29.48		08/29/23
239			03/24 AP	06/22/23 0000000	CITY LAUNDERING CO. RESTOCK FIRST AID KITS	27.54		08/29/23
					ACCOUNT TOTAL	57.02	.00	57.02
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY								
237			03/24 AP	08/18/23 0000000	ARAMARK TOWELS-STATION #2	7.25		08/29/23
237			03/24 AP	08/18/23 0000000	ARAMARK TOWELS & MATS-PSS BLDG	24.60		08/29/23
					ACCOUNT TOTAL	31.85	.00	31.85
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT								
237			03/24 AP	08/13/23 0000000	SCHEELS ALL SPORTS CENTURION 24 GUN SAFE	849.99		08/29/23
237			03/24 AP	08/02/23 0000000	SANDRY FIRE SUPPLY, L.L.C. HELMET/W FRONT,VISOR,HOOD	478.06		08/29/23
					ACCOUNT TOTAL	1,328.05	.00	1,328.05
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR								
247			03/24 AP	08/15/23 0000000	MENARDS-CEDAR FALLS HEAVY DUTY PLUG/CONNECTOR	33.95		08/29/23
					ACCOUNT TOTAL	33.95	.00	33.95

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FUND 101 GENERAL FUND									
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
239		03/24 AP		08/18/23	0000000	LOGO TAGS	1,678.95		08/29/23
						CHALLENGE COINS			
237		03/24 AP		08/04/23	0000000	LASER LINE STRIPING	360.00		08/29/23
						PARKING LOT STRIPING/RED			
						SPECIAL STRIPING-FIRE DIV			
237		03/24 AP		07/21/23	0000000	OUTDOOR & MORE	10.50		08/29/23
						PROPANE			
						ACCOUNT TOTAL	2,049.45	.00	2,049.45
101-4511-414.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH									
239		03/24 AP		08/16/23	0000000	BLACK HAWK CO.AUDITOR	82,598.17		08/29/23
						FY24 Q1 CONSOLIDATED COMM			
						ACCOUNT TOTAL	82,598.17	.00	82,598.17
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
237		03/24 AP		08/03/23	0000000	SANDRY FIRE SUPPLY, L.L.C.	450.00		08/29/23
						CHEMGUARD ATTACK FOAM (5)			
						FOR ENGINES			
						ACCOUNT TOTAL	450.00	.00	450.00
101-4511-414.93-01 EQUIPMENT / EQUIPMENT									
237		03/24 AP		08/04/23	0000000	SYNTEX INDUSTRIES	437.15		08/29/23
						HOSEBED VINYL COVER #503			
						ACCOUNT TOTAL	437.15	.00	437.15
101-5521-415.71-05 OFFICE SUPPLIES / ADVERTISING									
239		03/24 AP		08/14/23	0000000	WATERLOO TOWNSQUARE MEDIA	2,400.00		08/29/23
						PSO RADIO RECRUITMENT ADS			
						8/14-9/15/23; KHAK 98.1FM			
239		03/24 AP		08/14/23	0000000	KOEL-FM	1,575.00		08/29/23
						PSO RADIO RECRUITMENT ADS			
						8/14-9/15/23; KKHQ 98.5			
						ACCOUNT TOTAL	3,975.00	.00	3,975.00
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
237		03/24 AP		08/21/23	0000000	CITY LAUNDERING CO.	29.48		08/29/23
						RESTOCK FIRST AID KITS			
237		03/24 AP		08/18/23	0000000		18.61		08/29/23
						ARAMARK MATS-PSS BUILDING			
239		03/24 AP		08/18/23	0000000	LOGO TAGS	1,678.95		08/29/23
						CHALLENGE COINS			
239		03/24 AP		08/16/23	0000000	SIGNS BY TOMORROW	283.50		08/29/23
						8' BLACK TABLECLOTH			
						CF PUBLIC SAFETY/BYD PINK			

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FUND 101 GENERAL FUND								
101-5521-415.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			
239			03/24 AP 08/15/23	0000000	DICKEY'S PRINTING	225.00		08/29/23
					CLOTH NAMETAGS-5 NEW PSOS			
239			03/24 AP 06/22/23	0000000	CITY LAUNDERING CO.	27.54		08/29/23
					RESTOCK FIRST AID KITS			
					ACCOUNT TOTAL	2,263.08	.00	2,263.08
101-5521-415.72-20					OPERATING SUPPLIES / OFFICERS EQUIPMENT			
239			03/24 AP 07/22/23	0000000	SCHEELS ALL SPORTS	119.99		08/29/23
					RING MNTN-35MM BIKE TUBE			
239			03/24 AP 07/22/23	0000000	SCHEELS ALL SPORTS	119.99		08/29/23
					RING MNTN-35MM BIKE TUBE			
239			03/24 AP 05/04/23	0000000	SCHEELS ALL SPORTS	142.99		08/29/23
					BIKE PATROL EQUIPMENT			
					SHORTS/HELMET/GLOVES			
					ACCOUNT TOTAL	382.97	.00	382.97
101-5521-415.72-22					OPERATING SUPPLIES / CANINE PROGRAM			
239			03/24 AP 08/23/23	0000000	TREE TOWN KENNELS LLC	6,750.00		08/29/23
					K9;REMAIN BAL+HNDLR TRNG			
					ACCOUNT TOTAL	6,750.00	.00	6,750.00
101-5521-415.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
239			03/24 AP 08/11/23	0000000	BLACK HAWK CO.SHERIFF	1,577.63		08/29/23
					PSO POLYGRAPHS (6)-BROWN/			
239			03/24 AP 05/11/23	0000000	CELLEBRITE USA, INC.	6,100.00		08/29/23
					CELL DATA DWNLD SOFTWARE			
					7/13/23-7/12/24 SUBSCRIPT			
					ACCOUNT TOTAL	7,677.63	.00	7,677.63
101-5521-415.81-71					PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH			
239			03/24 AP 08/16/23	0000000	BLACK HAWK CO.AUDITOR	165,198.83		08/29/23
					FY24 Q1 CONSOLIDATED COMM			
					ACCOUNT TOTAL	165,198.83	.00	165,198.83
101-5521-415.83-08					TRANSPORTATION&EDUCATION / ACADEMY			
239			03/24 AP 08/28/23	0000000	HY-VEE KITCHEN	2,327.70		08/29/23
					MEALS-ILEA TRNG JOHNSTON			
239			03/24 AP 08/28/23	0000000	HY-VEE KITCHEN	2,327.70		08/29/23
					MEALS-ILEA TRNG JOHNSTON			
239			03/24 AP 08/13/23	0000000	HAWKEYE COMMUNITY COLLEGE	11,000.00		08/29/23
					ILEA ACDMY 8/14-10/27/23			
					HINDERS/PENSEL			

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FUND 101 GENERAL FUND										
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY						continued				
ACCOUNT TOTAL							15,655.40	.00	15,655.40	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
239		03/24 AP		08/03/23	0000000	CEDAR BEND HUMANE SOCIETY	4,384.80			08/29/23
JULY'23 ANIMAL SURRENDER										
ACCOUNT TOTAL							4,384.80	.00	4,384.80	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
263		03/24 AP		08/15/23	0000000	BENTON'S READY MIX	372.00			08/29/23
CONCRETE, CEMETERY FLAG POLE										
236		03/24 AP		07/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.51			08/29/23
CORRECTION TAPE/STAPLES/ PENS/BINDER CLIPS/MARKERS										
ACCOUNT TOTAL							375.51	.00	375.51	
101-6613-433.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
247		03/24 AP		08/21/23	0000000	IOWA INSURANCE DIVISION	150.00			08/29/23
PERPETUAL CARE EXAM FEE HILLSIDE CEMETERY										
247		03/24 AP		08/21/23	0000000	IOWA INSURANCE DIVISION	150.00			08/29/23
PERPETUAL CARE EXAM FEE GREENWOOD CEMETERY										
247		03/24 AP		08/21/23	0000000	IOWA INSURANCE DIVISION	150.00			08/29/23
PERPETUAL CARE EXAM FEE FAIRVIEW CEMETERY										
ACCOUNT TOTAL							450.00	.00	450.00	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
263		03/24 AP		08/17/23	0000000	JOHNSTONE SUPPLY OF	141.12			08/29/23
WATERLOO HVAC FILTERS										
PROJECT#:		062508								
263		03/24 AP		08/16/23	0000000	CONTINENTAL RESEARCH CORP.	480.53			08/29/23
URINAL AND DRAIN CLEANER										
PROJECT#:		062506								
263		03/24 AP		08/16/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	175.96			08/29/23
LINERS										
PROJECT#:		062507								
263		03/24 AP		08/16/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	32.88			08/29/23
SIGN HOLDERS										
PROJECT#:		062501								
263		03/24 AP		08/15/23	0000000	JOHNSTONE SUPPLY OF WATERLOO	243.96			08/29/23
HVAC FILTERS										
PROJECT#:		062507								
263		03/24 AP		08/15/23	0000000	O'DONNELL ACE HARDWARE	13.38			08/29/23
HVAC FILTERS										

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			CD	DATE	NUMBER				
FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
PROJECT#:		062507							
263		03/24 AP	08/15/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	202.85		08/29/23	
		TISSUE AND SOAP							
PROJECT#:		062501							
263		03/24 AP	08/14/23	0000000	JOHNSTONE SUPPLY OF WATERLOO	24.98		08/29/23	
		HVAC FILTERS							
PROJECT#:		062507							
236		03/24 AP	08/08/23	0000000	OFFICE EXPRESS OFFICE	217.02		08/29/23	
		PRODUCT TISSUE, LINERS, SOAP AND TOWELS							
PROJECT#:		062501							
236		03/24 AP	08/08/23	0000000	OFFICE EXPRESS OFFICE	205.06		08/29/23	
		PRODUCT TISSUE, LINERS, SOAP AND TOWELS							
PROJECT#:		062506							
236		03/24 AP	08/08/23	0000000	OFFICE EXPRESS OFFICE	889.73		08/29/23	
		PRODUCT TISSUE, LINERS, SOAP AND TOWELS							
PROJECT#:		062507							
236		03/24 AP	07/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.51		08/29/23	
		CORRECTION TAPE/STAPLES/ PENS/BINDER CLIPS/MARKERS							
ACCOUNT TOTAL						2,630.98	.00	2,630.98	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
PROJECT#:		062506							
263		03/24 AP	08/17/23	0000000	CHRISTIE DOOR COMPANY	380.00		08/29/23	
		OVERHEAD DOOR PHOTO EYE							
PROJECT#:		062506							
263		03/24 AP	08/16/23	0000000	O'DONNELL ACE	38.87		08/29/23	
		HARDWARE SCREWS ACCESSORY KIT							
PROJECT#:		062506							
263		03/24 AP	08/11/23	0000000	MENARDS-CEDAR FALLS	4.99		08/29/23	
		SCREWS							
PROJECT#:		062507							
236		03/24 AP	08/09/23	0000000	O'DONNELL ACE HARDWARE	20.99		08/29/23	
		PLASTIC POLY							
PROJECT#:		062505							
236		03/24 AP	08/08/23	0000000	O'DONNELL ACE HARDWARE	15.69		08/29/23	
		ADHESIVE							
PROJECT#:		062505							
236		03/24 AP	08/08/23	0000000	O'DONNELL ACE HARDWARE	47.07		08/29/23	
		HVAC FILTERS							
PROJECT#:		062507							
263		03/24 AP	08/08/23	0000000	MENARDS-CEDAR FALLS	92.95		08/29/23	
		606 FAUCET AND VALVE							
PROJECT#:		062516							
263		03/24 AP	08/07/23	0000000	MENARDS-CEDAR FALLS	11.99		08/29/23	
		WATER FAUCET SPOUT							
PROJECT#:		062516							
263		03/24 AP	08/05/23	0000000	BLACK HAWK ROOF COMPANY INC.	963.62		08/29/23	
		ROOF REPAIR-2200 TECHNOL.							

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-----										
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
PROJECT#:		062506								
236		03/24 AP		08/02/23	0000000	MENARDS-CEDAR FALLS	36.50			08/29/23
		GLUE/BULBS								
PROJECT#:		062507								
236		03/24 AP		08/01/23	0000000	ECHO GROUP, INC.	55.80			08/29/23
		EMERGENCY LIGHTS								
PROJECT#:		062507								
236		03/24 AP		08/01/23	0000000	MENARDS-CEDAR FALLS	11.43			08/29/23
		GREASE, GLUE								
PROJECT#:		062516								
263		03/24 AP		08/01/23	0000000	FERGUSON ENTERPRISES, INC	34.67			08/29/23
		URINAL SPUD GASKETS								
PROJECT#:		062505								
		ACCOUNT TOTAL					1,714.57	.00		1,714.57
101-6616-446.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
236		03/24 AP		07/01/23	0000000	AMERICAN PUBLIC WORKS ASSOC .	191.00			08/29/23
		APWA MEMBERSHIP-BUCK								
		ACCOUNT TOTAL					191.00	.00		191.00
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
263		03/24 AP		08/18/23	0000000	ARAMARK	134.80			08/29/23
		MAT/TOWEL SERVICE								
PROJECT#:		062506								
263		03/24 AP		08/18/23	0000000	ARAMARK	31.35			08/29/23
		MAT SERVICE								
PROJECT#:		062501								
263		03/24 AP		08/15/23	0000000	RESTORATION SERVICES, INC .	1,335.00			08/29/23
		MASONRY REPAIR AND CAULK								
PROJECT#:		062508								
263		03/24 AP		08/15/23	0000000	RESTORATION SERVICES, INC .	1,723.00			08/29/23
		EXTERIOR EIFS REPAIR AND WATERPROOFING								
PROJECT#:		062507								
263		03/24 AP		08/09/23	0000000	IOWA DIV-LABOR	75.00			08/29/23
		ELEVATOR PERMIT FEE				HEARST CENTER				
PROJECT#:		062505								
		ACCOUNT TOTAL					3,299.15	.00		3,299.15
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING										
263		03/24 AP		08/04/23	0000000	PLUMB TECH INC.	272.36			08/29/23
		HVAC REPAIR-PUBLIC SAFETY								
PROJECT#:		062511								
263		03/24 AP		08/02/23	0000000	PLUMB TECH INC.	2,984.70			08/29/23

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FUND 101 GENERAL FUND								
101-6616-446.86-14					REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING			continued
					HVAC REPAIR-PUBLIC SAFETY			
				PROJECT#:	062511			
					ACCOUNT TOTAL	3,257.06	.00	3,257.06
101-6625-432.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
235			03/24 AP 08/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.68		08/29/23
					RULED WRITING PADS			
					ACCOUNT TOTAL	2.68	.00	2.68
101-6625-432.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			
238			03/24 AP 08/04/23	0000000	MENARDS-CEDAR FALLS	9.37		08/29/23
					9V BATTERIES			
					ACCOUNT TOTAL	9.37	.00	9.37
101-6625-432.72-17					OPERATING SUPPLIES / UNIFORMS			
238			03/24 AP 08/04/23	0000000	SERVICEWEAR APPAREL, INC.		13.03	08/29/23
					CREDIT FOR WRONG ITEM			
					0052569141			
238			03/24 AP 07/31/23	0000000	SERVICEWEAR APPAREL, INC.	13.03		08/29/23
					UNIFORM-WRONG ITEM			
					CREDITED ON 00237909			
					ACCOUNT TOTAL	13.03	13.03	.00
101-6625-432.83-04					TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
236			03/24 AP 07/01/23	0000000	AMERICAN PUBLIC WORKS ASSOC .	955.00		08/29/23
					APWA MEMS-ARMSTRONG/WICKE			
					CLAYPOOL/GAINES/TOLAN			
					ACCOUNT TOTAL	955.00	.00	955.00
101-6633-423.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
236			03/24 AP 07/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	13.15		08/29/23
					CORRECTION TAPE/STAPLES/			
					PENS/BINDER CLIPS/MARKERS			
					ACCOUNT TOTAL	13.15	.00	13.15
101-6633-423.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			
277			03/24 AP 08/22/23	0000000	BENTON BUILDING CENTER	36.48		08/29/23
					ISLAND PARK COURT			
277			03/24 AP 08/22/23	0000000	STOKES WELDING	1,464.15		08/29/23
					CHAINSaws AND SUPPLIES			
277			03/24 AP 08/22/23	0000000	ZIMCO SUPPLY CO.	295.00		08/29/23



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FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
	277			03/24 AP 08/18/23	0000000	GRASS SEED MENARDS-CEDAR FALLS	17.72		08/29/23
	263			03/24 AP 08/16/23	0000000	TOOLS O'DONNELL ACE HARDWARE	31.50		08/29/23
	277			03/24 AP 08/16/23	0000000	PICKLEBALL COURT MENARDS-CEDAR FALLS	72.97		08/29/23
	277			03/24 AP 08/16/23	0000000	AUGER BIT/CABLE PULLER MENARDS-CEDAR FALLS	37.92		08/29/23
	263			03/24 AP 08/12/23	0000000	FENCE STAPLES/BAGS BMC AGGREGATES L.C.	6.05		08/29/23
	263			03/24 AP 08/09/23	0000000	ORCHARD HILL BACKFILL PLUMB SUPPLY COMPANY, LLC	30.31		08/29/23
	263			03/24 AP 08/09/23	0000000	NORDIC RIDGE BATHROOM PLUMB SUPPLY COMPANY, LLC	60.63		08/29/23
	236			03/24 AP 08/01/23	0000000	NORDIC RIDGE BATHROOM BENTON'S READY MIX CONCRETE, ORCHARD HILL CONCRETE	2,502.00		08/29/23
						ACCOUNT TOTAL	4,554.73	.00	4,554.73
101-6633-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
	236			03/24 AP 07/01/23	0000000	AMERICAN PUBLIC WORKS ASSOC. APWA MEMBERSHIP-MORRIS/ CROSS	382.00		08/29/23
						ACCOUNT TOTAL	382.00	.00	382.00
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
	236			03/24 AP 08/08/23	0000000	SIGNS & DESIGNS, INC. ROUND ABOUT SIGN REPAIR	96.25		08/29/23
						ACCOUNT TOTAL	96.25	.00	96.25
						FUND TOTAL	375'861.71	13.03	375,848.68
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
	236			03/24 AP 07/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT CORRECTION TAPE/STAPLES/ CLIPS/MARKERS	13.15		08/29/23
						ACCOUNT TOTAL	13.15	.00	13.15
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
	277			03/24 AP 08/22/23	0000000	O'DONNELL ACE HARDWARE	21.38		08/29/23

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES							continued			
236				03/24	AP 08/11/23 0000000	O'DONNELL ACE HARDWARE	46.76			
				08/29/23		AIR FITTING				
ACCOUNT TOTAL							68.14	.00	68.14	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
277				03/24	AP 08/19/23 0000000	ASPRO, INC.	308.04			
				08/29/23		ASPHALT				
277				03/24	AP 08/19/23 0000000	ASPRO, INC.	303.96			
				08/29/23		ASPHALT				
263				03/24	AP 08/18/23 0000000	BITUMINOUS MATERIALS & SUPPLY	2,167.78			
				08/29/23		CRS-2 EMULSION				
277				03/24	AP 08/17/23 0000000	BENTON'S READY MIX CONCRETE,	233.75			
				08/29/23		CFU PATCH-COLLEGE STREET				
PROJECT#: 062436										
277				03/24	AP 08/17/23 0000000	BENTON'S READY MIX CONCRETE,	556.00			
				08/29/23		CONCRETE BOXOUTS-ERIK DR				
263				03/24	AP 08/16/23 0000000	BUILDERS SELECT LLC	17.38			
				08/29/23		FORMS				
277				03/24	AP 08/16/23 0000000	BENTON'S READY MIX CONCRETE,	364.50			08/29/23
				08/29/23		CONCRETE-5TH STREET				
263				03/24	AP 08/15/23 0000000	BENTON'S READY MIX CONCRETE,	648.00			
				08/29/23		STREET PATCH-RIVER RIDGE				
263				03/24	AP 08/14/23 0000000	BENTON'S READY MIX CONCRETE,	405.00			
				08/29/23		CONCRETE-BLUFF STREET				
263				03/24	AP 08/12/23 0000000	ASPRO, INC.	1,767.66			
				08/29/23		ASPHALT				
263				03/24	AP 08/12/23 0000000	ASPRO, INC.	311.10			
				08/29/23		ASPHALT				
263				03/24	AP 08/12/23 0000000	BMC AGGREGATES L.C.	529.08			
				08/29/23		SHOULDER ROCK				
236				03/24	AP 08/11/23 0000000	BENTON'S READY MIX CONCRETE,	187.00			08/29/23
				08/29/23		STREET REPAIR UTAH				
236				03/24	AP 08/11/23 0000000	BENTON'S READY MIX CONCRETE,	405.00			08/29/23
				08/29/23		CONCRETE-BLUFF STREET				
236				03/24	AP 08/10/23 0000000	BENTON'S READY MIX CONCRETE,	556.00			08/29/23
				08/29/23		STREET PATCH UTAH				
236				03/24	AP 08/08/23 0000000	BENTON'S READY MIX CONCRETE,	1,146.75			08/29/23
				08/29/23		CFU SPRUCE HILL DRIVE				
PROJECT#: 062436										
236				03/24	AP 08/08/23 0000000	BENTON'S READY MIX CONCRETE,	187.00			
				08/29/23		CFU SPRUCE HILL DRIVE				
PROJECT#: 062436										
236				03/24	AP 08/07/23 0000000	BENTON'S READY MIX CONCRETE,	486.00			
				08/29/23		CFU W 19TH STREET				
PROJECT#: 062436										
236				03/24	AP 08/04/23 0000000	BENTON'S READY MIX CONCRETE,	1,042.50			08/29/23

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued			
CFU CONCRETE-19TH STREET									
PROJECT#: 062436									
236		03/24 AP	08/01/23	0000000		WHITE CAP, LP	1,528.50		08/29/23
REBAR									
236		03/24 AP	07/28/23	0000000		BENTON'S READY MIX CONCRETE, CATCH BASIN CONCRETE	233.75		08/29/23
ACCOUNT TOTAL							13,384.75	.00	13,384.75
206-6637-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
236		03/24 AP	07/01/23	0000000		AMERICAN PUBLIC WORKS ASSOC. APWA MEMBERSHIP-YEAROUS/ SCHRAGE/ERICKSON	573.00		08/29/23
ACCOUNT TOTAL							573.00	.00	573.00
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM									
238		03/24 AP	08/16/23	0000000		VIETH CONSTRUCTION CORPORATIO	45,089.37		08/29/23
3298-2023 ALLEY RECON									
PROJECT#: 023298									
ACCOUNT TOTAL							45,089.37	.00	45,089.37
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
238		03/24 AP	08/21/23	0000000		PETERSON CONTRACTORS	303,868.35		08/29/23
3240-W 27TH STREET RECON									
PROJECT#: 023240									
ACCOUNT TOTAL							303,868.35	.00	303,868.35
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
236		03/24 AP	07/26/23	0000000		OFFICE EXPRESS OFFICE	2.63		08/29/23
PRODUCT CORRECTION TAPE/STAPLES/ CLIPS/MARKERS									
ACCOUNT TOTAL							2.63	.00	2.63
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
277		03/24 AP	08/17/23	0000000		ECHO GROUP, INC.	116.45		08/29/23
ELECTRICAL SUPPLIES									
263		03/24 AP	08/08/23	0000000		MENARDS-CEDAR FALLS	33.45		08/29/23
FANS FOR CABINETS									
277		03/24 AP	08/08/23	0000000		FASTENAL COMPANY	115.66		08/29/23
HARDWARE									
236		03/24 AP	08/07/23	0000000		ECHO GROUP, INC.	59.28		08/29/23
FUSES									

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FUND 206 STREET CONSTRUCTION FUND							
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES					continued		
ACCOUNT TOTAL					324.84	.00	324.84
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES							
236		03/24 AP	07/25/23 0000000	ECHO GROUP, INC. GLOVES	82.92		08/29/23
ACCOUNT TOTAL					82.92	.00	82.92
206-6647-436.72-62 OPERATING SUPPLIES / PAINT							
277		03/24 AP	08/11/23 0000000	ENNIS-FLINT, INC. THERMO PAINT	1,569.99		08/29/23
ACCOUNT TOTAL					1,569.99	.00	1,569.99
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS							
236		03/24 AP	08/07/23 0000000	IOWA PRISON INDUSTRIES SIGNS	5,403.50		08/29/23
ACCOUNT TOTAL					5,403.50	.00	5,403.50
206-6647-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS							
236		03/24 AP	07/01/23 0000000	AMERICAN PUBLIC WORKS ASSOC. APWA MEMBERSHIP-LUKEHART	191.00		08/29/23
ACCOUNT TOTAL					191.00	.00	191.00
206-6647-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING							
277		03/24 AP	08/19/23 0000000	LASER LINE STRIPING MISC INTERSECTION ARROWS MISC PAINT AROUND TOWN	1,840.00		08/29/23
ACCOUNT TOTAL					1,840.00	.00	1,840.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS							
263		03/24 AP	08/10/23 0000000	TAPCO X WALK SIGNS	2,140.00		08/29/23
ACCOUNT TOTAL					2,140.00	.00	2,140.00
206-6647-436.93-01 EQUIPMENT / EQUIPMENT							
236		03/24 AP	07/27/23 0000000	MACQUEEN EQUIPMENT HEADPHONES FOR PAINT MACH	1,107.00		08/29/23

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FUND 206 STREET CONSTRUCTION FUND							
206-6647-436.93-01 EQUIPMENT / EQUIPMENT				continued			
ACCOUNT TOTAL					1,107.00	.00	1,107.00
FUND TOTAL					375,658.64	.00	375,658.64
FUND 215 HOSPITAL FUND							
FUND 216 POLICE BLOCK GRANT FUND							
FUND 217 SECTION 8 HOUSING FUND							
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
235		03/24 AP	08/11/23 0000000	OFFICE EXPRESS OFFICE	.36		08/29/23
				PRODUCT RULED WRITING PADS			
ACCOUNT TOTAL					.36	.00	.36
FUND TOTAL					.36	.00	.36
FUND 223 COMMUNITY BLOCK GRANT							
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
235		03/24 AP	08/11/23 0000000	OFFICE EXPRESS OFFICE	.07		08/29/23
				PRODUCT RULED WRITING PADS			
ACCOUNT TOTAL					.07	.00	.07
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES							
235		03/24 AP	07/31/23 0000000	IOWA NORTHLAND REGIONAL CO. 0	351.17		08/29/23
				FFY22 ENT AGENCY AWARDS			
				JULY EXPENSES			
235		03/24 AP	07/31/23 0000000	IOWA NORTHLAND REGIONAL CO. 0	504.45		08/29/23
				FFY22 PLAN & REPORTS			
				JULY EXPENSES			
ACCOUNT TOTAL					855.62	.00	855.62
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT							
235		03/24 AP	07/31/23 0000000	IOWA NORTHLAND REGIONAL CO. 0	126.56		08/29/23
				FFY21 ENT.SIDEWALKS			
				JULY EXPENSES			
PROJECT#: 023248							
ACCOUNT TOTAL					126.56	.00	126.56
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES							
235		03/24 AP	07/31/23 0000000	IOWA NORTHLAND REGIONAL CO. 0	1,482.92		08/29/23
				FFY22 SINGLE FAMILY REHAB			
				JULY EXPENSES			
235		03/24 AP	07/31/23 0000000	IOWA NORTHLAND REGIONAL CO. 0	722.00		08/29/23

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FUND 223 COMMUNITY BLOCK GRANT							
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES continued							
FFY22 RENT REHAB JULY EXPENSES							
ACCOUNT TOTAL					2,204.92	.00	2,204.92
FUND TOTAL					3,187.17	.00	3,187.17
FUND 224 TRUST & AGENCY							
FUND 242 STREET REPAIR FUND							
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON							
238		03/24 AP	08/23/23 0000000	SCHMITT CONSTRUCTION CO.INC.,	174,705.15		08/29/23
				3271-N CEDAR HEIGHTS PH1			
PROJECT#:			023271				
247		03/24 AP	08/23/23 0000000	AHLERS AND COONEY, P.C.	316.00		08/29/23
				LGL:023271:N.CDR HTS 08/08/23-08/15/23			
PROJECT#:			023271				
238		03/24 AP	08/15/23 0000000	AECOM TECHNICAL SERVICES, INC	13,649.06		08/29/23
				3271-N CEDAR HEIGHTS PH1 07/01-08/11/23			
PROJECT#:			023271				
238		03/24 AP	08/14/23 0000000	TERRACON CONSULTANTS, INC.	567.67		08/29/23
				3271-N CEDAR HEIGHTS PH1 RIDGWOOD SLOPE-08/05/23			
PROJECT#:			023271				
238		03/24 AP	08/10/23 0000000	AECOM TECHNICAL SERVICES, INC	1,925.63		08/29/23
				3271-N CEDAR HEIGHTS PH1 07/01-08/04/23 SURVEY			
PROJECT#:			023271				
ACCOUNT TOTAL					191,163.51	.00	191,163.51
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION							
238		03/24 AP	08/18/23 0000000	PETERSON CONTRACTORS	156,349.34		08/29/23
				3299-2023 STREET RECON			
PROJECT#:			023299				
238		03/24 AP	08/14/23 0000000	TERRACON CONSULTANTS, INC.	135.28		08/29/23
				3299-2023 STREET RECON MADISON, THROUGH 08/05/23			
PROJECT#:			023299				
ACCOUNT TOTAL					156,484.62	.00	156,484.62
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT							
238		03/24 AP	08/18/23 0000000	PETERSON CONTRACTORS	2,254,318.62		08/29/23
				3283-MAIN ST RECONSTRUCT			
PROJECT#:			023283				
238		03/24 AP	08/16/23 0000000	A1 SEWER AND DRAIN	480.00		08/29/23
				3283-MAIN ST RECONSTRUCT 109 W 12TH SEWER LINE			
PROJECT#:			023283				
238		03/24 AP	08/14/23 0000000	TERRACON CONSULTANTS, INC.	1,645.53		08/29/23

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FUND 242 STREET REPAIR FUND										
242-1240-431.98-45						CAPITAL PROJECTS / MAIN STREET RECONSTRUCT	continued			
						3283-MAIN ST RECONSTRUCT THROUGH 08/05/23				
						PROJECT#: 023283				
						ACCOUNT TOTAL	2,256,444.15	.00	2,256,444.15	
						FUND TOTAL	2,604,092.28	.00	2,604,092.28	
FUND 254 CABLE TV FUND										
FUND 258 PARKING FUND										
258-5531-435.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
235				03/24 AP 08/11/23	0000000	OFFICE EXPRESS OFFICE	.72			08/29/23
						PRODUCT RULED WRITING PADS				
						ACCOUNT TOTAL	.72	.00	.72	
						FUND TOTAL	.72	.00	.72	
FUND 261 TOURISM & VISITORS										
261-2291-423.73-55						OTHER SUPPLIES / MEDIA				
271				03/24 AP 08/11/23	0000000	PIONEER PUBLISHING, INC.	1,500.00			08/29/23
						JOINT AD-SMALL MARKET MTG W/HILTON & HOLIDAY INN				
						ACCOUNT TOTAL	1,500.00	.00	1,500.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
271				03/24 AP 08/18/23	0000000	ARAMARK	7.80			08/29/23
						MAT SERVICE				
						ACCOUNT TOTAL	7.80	.00	7.80	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
271				03/24 AP 08/08/23	0000000	APA IOWA	350.00			08/29/23
						CONFERENCE SPONSORSHIP				
						ACCOUNT TOTAL	350.00	.00	350.00	
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
271				03/24 AP 08/13/23	0000000	IOWA SHRINE BOWL INC	1,000.00			08/29/23
						2023 SHRINE BOWL-VENUE AND MARKETING ASSISTANCE				
271				03/24 AP 08/08/23	0000000	INSTITUTE OF IA.CERTIFIED ASS	1,500.00			08/29/23
						VENUE/EVENT TRANSPORTATIO EXPENSES				
						ACCOUNT TOTAL	2,500.00	.00	2,500.00	

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FUND 261 TOURISM & VISITORS										
					FUND TOTAL		4,357.80	.00		4,357.80
FUND 262 SENIOR SERVICES & COMM CT										
					262-1092-423.86-01	REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
	116			03/24	AP 08/18/23 0000000	ARAMARK	7.80			08/29/23
					COMM. CENTER MAT SERVICE					
					ACCOUNT TOTAL		7.80	.00		7.80
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
	116			03/24	AP 08/23/23 0000000	HEARST CENTER FOR THE ARTS	130.00			08/29/23
					ART ACTIVITY 8/23/23					
	116			03/24	AP 08/02/23 0000000	MASMAR, MANDY SUE	200.00			08/29/23
					SENIOR LINE DANCING FOR	AUGUST '23				
					ACCOUNT TOTAL		330.00	.00		330.00
					FUND TOTAL		337.80	.00		337.80
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
					298-2280-423.92-01	STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
	248			03/24	AP 07/31/23 0000000	OPN ARCHITECTS	4,080.00			08/29/23
					HEARST 2.0 MASTER PLAN					
					ACCOUNT TOTAL		4,080.00	.00		4,080.00
					FUND TOTAL		4,080.00	.00		4,080.00
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
					404-1220-431.95-86	BOND FUND PROJECTS / CENTER STREET STREETScape				
	238			03/24	AP 07/25/23 0000000	OWEN CONTRACTING INC.	30,186.25			08/29/23
					3206-CENTER STREETScape					
					PROJECT#:	023206				
					ACCOUNT TOTAL		30,186.25	.00		30,186.25



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FUND 404 FEMA										
					FUND TOTAL		30,186.25	.00	30,186.25	
FUND 405 FLOOD RESERVE FUND										
405-1220-431.98-43				03/24 AP 08/07/23	0000000	CEDAR RIVER REC IMPROVE				
247						SWISHER & COHRT, P.L.C.	38.00			08/29/23
					3290:CEDAR RIVER REC.PROJ	07/03/23-07/20/23				
					PROJECT#: 023290					
235				03/24 AP 07/31/23	0000000	IOWA NORTHLAND REGIONAL CO. O	150.04			08/29/23
					3290-CEDAR RIVER REC	JULY EXPENSES				
					PROJECT#: 023290					
					ACCOUNT TOTAL		188.04	.00	188.04	
					FUND TOTAL		188.04	.00	188.04	
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
410-1220-431.96-88				03/24 AP 08/18/23	0000000	SEWER BOND PROJECTS / MAIN ST. SEWER & STMWATER				
238						PETERSON CONTRACTORS	646,692.50			08/29/23
					3283-MAIN ST RECONSTRUCT					
					PROJECT#: 023283					
					ACCOUNT TOTAL		646,692.50	.00	646,692.50	
					FUND TOTAL		646,692.50	.00	646,692.50	
FUND 430 2004 TIF BOND										
430-1220-431.97-64				03/24 AP 08/16/23	0000000	TIF BOND PROJECTS / VIKING ROAD EXTENSION				
238						PETERSON CONTRACTORS	21,254.82			08/29/23
					3189-W VIKING IND.PARK V					
					PROJECT#: 023189					
					ACCOUNT TOTAL		21,254.82	.00	21,254.82	
430-1220-431.98-48				03/24 AP 08/16/23	0000000	CAPITAL PROJECTS / HUDSON ROAD/RIDGWAY INT				
238						KW ELECTRIC, INC.	74,124.22			08/29/23
					3294-VARIOUS INTERSECTION					
					PROJECT#: 023294					
					ACCOUNT TOTAL		74,124.22	.00	74,124.22	
					FUND TOTAL		95,379.04	.00	95,379.04	

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FUND 431	2014	BOND					
FUND 432	2003	BOND					
FUND 433	2001	TIF					
FUND 434	2000	BOND					
FUND 435	1999	TIF					
FUND 436	2012	BOND					
FUND 437	2018	BOND					
FUND 437	2018	BOND					
FUND 437	2018	BOND					
FUND 437	2018	BOND					
FUND 437	2018	BOND					
FUND 438	2020	BOND FUND					
438-1220-431.98-23		CAPITAL PROJECTS / GREENHILL RD & S MAIN INT					
238	03/24 AP	08/16/23 0000000		SHIVE-HATTERY	1,376.70		08/29/23
	3228-GREENHILL/S MAIN INT			SERVICES THROUGH 08/11/23			
PROJECT#:	023228						
		ACCOUNT TOTAL			1,376.70	.00	1,376.70
		FUND TOTAL			1,376.70	.00	1,376.70
FUND 439	2022	BOND FUND					
FUND 443		CAPITAL PROJECTS					
443-1220-431.98-88		CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD					
238	03/24 AP	08/16/23 0000000		SCHMITT CONSTRUCTION CO.INC	139,964.69		08/29/23
	., 3244-ASHWORTH DR EXT.						
PROJECT#:	023244						
		ACCOUNT TOTAL			139,964.69	.00	139,964.69
		FUND TOTAL			139,964.69	.00	139,964.69
FUND 472		PARKADE RENOVATION					
FUND 473		SIDEWALK ASSESSMENT					
FUND 483		ECONOMIC DEVELOPMENT					
FUND 484		ECONOMIC DEVELOPMENT LAND					
FUND 541	2018	STORM WATER BONDS					
FUND 544	2008	SEWER BONDS					
FUND 545	2018	SEWER BONDS					
FUND 546		SEWER IMPROVEMENT FUND					
FUND 547		SEWER RESERVE FUND					
FUND 548	1997	SEWER BOND FUND					

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FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
236				03/24	AP 07/26/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	7.01		08/29/23
						CORRECTION TAPE/STAPLES/ PENS/BINDER CLIPS/MARKERS			
						ACCOUNT TOTAL	7.01	.00	7.01
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
263				03/24	AP 08/08/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	41.82		08/29/23
						LABELING TAPE			
236				03/24	AP 07/26/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	23.67		08/29/23
						CORRECTION TAPE/STAPLES/ PENS/BINDER CLIPS/MARKERS			
						ACCOUNT TOTAL	65.49	.00	65.49
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
236				03/24	AP 08/11/23 0000000	MENARDS-CEDAR FALLS	13.98		08/29/23
						FLY TRAPS-TRANSFER STN			
236				03/24	AP 08/10/23 0000000	O'DONNELL ACE HARDWARE	15.99		08/29/23
						MAILBOX REPAIR 3407 VERALTA			
236				03/24	AP 08/10/23 0000000	O'DONNELL ACE HARDWARE	21.97		08/29/23
						MAILBOX REPAIR			
236				03/24	AP 08/09/23 0000000	MENARDS-CEDAR FALLS	18.96		08/29/23
						FLY TRAPS-PEST CONTROL			
						ACCOUNT TOTAL	70.90	.00	70.90
551-6685-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
236				03/24	AP 07/01/23 0000000	AMERICAN PUBLIC WORKS ASSOC.	191.00		08/29/23
						APWA MEMBERSHIP-SMITH			
						ACCOUNT TOTAL	191.00	.00	191.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
263				03/24	AP 08/17/23 0000000	T & W GRINDING	3,900.00		08/29/23
						EXTRA GRINDING WOOD MULCH			
236				03/24	AP 08/08/23 0000000	MIDWEST ELECTRONIC	613.35		08/29/23
						RECOVERY E-WASTE RECYCLING			
236				03/24	AP 07/31/23 0000000	REPUBLIC SERVICES OF IOWA	135.55		08/29/23
						RECYCLING FEES			
						ACCOUNT TOTAL	4,648.90	.00	4,648.90
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									

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FUND 551 REFUSE FUND									
551-6685-436.93-01					EQUIPMENT / EQUIPMENT		continued		
236		03/24 AP		08/15/23	0000000	ROUTEWARE, INC.	447.10		08/29/23
					RFID SUPPLIES				
236		03/24 AP		08/14/23	0000000	ROUTEWARE, INC.	11,719.74		08/29/23
					SERVICE AND SUPPORT FEES				
					ACCOUNT TOTAL		12,166.84	.00	12,166.84
					FUND TOTAL		17,150.14	.00	17,150.14
FUND 552 SEWER RENTAL FUND									
552-6655-436.73-13					OTHER SUPPLIES / SANITARY SEWERS				
263		03/24 AP		08/15/23	0000000	BENTON'S READY MIX CONCRETE, SINKHOLE-31ST STREET	560.00		08/29/23
297		02/24 AP		08/15/23	0000000	BENTON'S READY MIX CONCRETE, SINKHOLE-31ST STREET		560.00	08/29/23
					ACCOUNT CORRECTION				
					ACCOUNT TOTAL		560.00	560.00	.00
552-6665-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
236		03/24 AP		07/26/23	0000000	OFFICE EXPRESS OFFICE	11.41		08/29/23
					PRODUCT CORRECTION TAPE/STAPLES/ CLIPS/MARKERS				
					ACCOUNT TOTAL		11.41	.00	11.41
552-6665-436.72-05					OPERATING SUPPLIES / GAS & OIL				
273		03/24 AP		08/18/23	0000000	ARNOLD MOTOR SUPPLY OIL	87.48		08/29/23
					ACCOUNT TOTAL		87.48	.00	87.48
552-6665-436.72-19					OPERATING SUPPLIES / PRINTING				
273		03/24 AP		08/04/23	0000000	RAPIDS REPRODUCTIONS, INC.	78.40		08/29/23
					FINAL LIFT STATION BINDER				
					ACCOUNT TOTAL		78.40	.00	78.40
552-6665-436.72-60					OPERATING SUPPLIES / SAFETY SUPPLIES				
273		03/24 AP		08/11/23	0000000	CAMPBELL SUPPLY WATERLOO SAFETY GLASSES	124.50		08/29/23
					ACCOUNT TOTAL		124.50	.00	124.50

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FUND 552 SEWER RENTAL FUND									
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
273		03/24 AP		08/21/23	0000000	O'DONNELL ACE HARDWARE	59.43		08/29/23
						PLUGS/NIPPLES/TAPE			
273		03/24 AP		08/07/23	0000000	HUPP ELECTRIC MOTORS	1,251.72		08/29/23
						DETENTION BASIN SUMP PUMP			
273		03/24 AP		08/04/23	0000000	HUPP ELECTRIC MOTORS	1,666.18		08/29/23
						FINAL #2 SUMP PUMP			
						ACCOUNT TOTAL	2,977.33	.00	2,977.33
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
273		03/24 AP		08/16/23	0000000	O'DONNELL ACE HARDWARE	28.37		08/29/23
						CABLE TIES/DUPLEX RECEPT.			
273		03/24 AP		08/10/23	0000000	TRACTOR SUPPLY CO.	69.99		08/29/23
						WEED KILLER			
273		03/24 AP		07/25/23	0000000	POLK'S LOCK SERVICE, INC.	625.00		08/29/23
						DOOR CLOSER			
						ACCOUNT TOTAL	723.36	.00	723.36
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT									
273		03/24 AP		08/03/23	0000000	NORTH CENTRAL LABORATORIES	81.99		08/29/23
						LAB SUPPLIES			
273		03/24 AP		07/31/23	0000000	NORTH CENTRAL LABORATORIES LAB SUPPLIES	194.91		08/29/23
						ACCOUNT TOTAL	276.90	.00	276.90
552-6665-436.73-67 OTHER SUPPLIES / ODOR CONTROL									
273		03/24 AP		08/22/23	0000000	AQUAFIX, INC.	1,187.98		08/29/23
						BUG ON A ROPE			
						ACCOUNT TOTAL	1,187.98	.00	1,187.98
552-6665-436.73-68 OTHER SUPPLIES / POLYMER									
273		03/24 AP		08/17/23	0000000	MSD ENVIRONMENTAL SERVICES, I	5,042.08		08/29/23
						POLYMER			
						ACCOUNT TOTAL	5,042.08	.00	5,042.08
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS									
297		02/24 AP		08/15/23	0000000	BENTON'S READY MIX	560.00		08/29/23
						CONCRETE, SINKHOLE-31ST STREET			
236		03/24 AP		08/08/23	0000000	BENTON'S READY MIX CONCRETE,	524.00		08/29/23
						SANITARY RIVER BLUFF ST			

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-----										
FUND 552 SEWER RENTAL FUND										
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS							continued			
ACCOUNT TOTAL							1,084.00	.00	1,084.00	
552-6665-436.74-53 SEWER SUPPLIES / CCTV EQUIPMENT & SUPPLIES										
273		03/24 AP		08/22/23	0000000	O'DONNELL ACE HARDWARE	16.38		08/29/23	
THREAD TAPE/DRAIN PIPE										
ACCOUNT TOTAL							16.38	.00	16.38	
552-6665-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
236		03/24 AP		07/01/23	0000000	AMERICAN PUBLIC WORKS ASSOC.	191.00		08/29/23	
APWA MEMBERSHIP-GRIFFIN										
ACCOUNT TOTAL							191.00	.00	191.00	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
273		03/24 AP		08/16/23	0000000	HACH COMPANY	981.00		08/29/23	
UVT METER ANNUAL MAINT										
ACCOUNT TOTAL							981.00	.00	981.00	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
273		03/24 AP		08/18/23	0000000	ARAMARK	30.46		08/29/23	
TOWELS AND MOFS										
ACCOUNT TOTAL							30.46	.00	30.46	
FUND TOTAL							13,372.28	560.00	12,812.28	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
235		03/24 AP		08/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.29		08/29/23	
RULED WRITING PADS										
ACCOUNT TOTAL							.29	.00	.29	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
236		03/24 AP		08/02/23	0000000	BENTON'S READY MIX CONCRETE,	556.00		08/29/23	
IRVING ST CATCH BASIN										
236		03/24 AP		08/01/23	0000000	BENTON'S READY MIX CONCRETE,	556.00		08/29/23	
CATCH BASIN CONCRETE IRVING STREET										

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FUND 555 STORM WATER UTILITY									
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS						continued			
ACCOUNT TOTAL							1,112.00	.00	1,112.00
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
238		03/24 AP		08/17/23	0000000	PETERSON CONTRACTORS	5,557.50		08/29/23
PROJECT#: 023215									
238		03/24 AP		08/09/23	0000000	STRAND ASSOCIATES, INC.	11,515.00		08/29/23
PROJECT#: 023306									
ACCOUNT TOTAL							17,072.50	.00	17,072.50
FUND TOTAL							18,184.79	.00	18,184.79
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
247		03/24 AP		08/15/23	0000000	MENARDS-CEDAR FALLS	118.71		08/29/23
PROJECT#: 061520									
ACCOUNT TOTAL							118.71	.00	118.71
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
247		03/24 AP		08/15/23	0000000	HEARTLAND BUSINESS SYSTEMS	6,352.40		08/29/23
PROJECT#: 061520									
ACCOUNT TOTAL							6,352.40	.00	6,352.40
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
247		03/24 AP		08/24/23	0000000	BERRY DUNN MCNEIL & PARKER, L	2,212.50		08/29/23
PROJECT#: 061520									
ACCOUNT TOTAL							2,212.50	.00	2,212.50
FUND TOTAL							8,683.61	.00	8,683.61

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FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
236				03/24 AP 07/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.64		08/29/23
						CORRECTION TAPE/STAPLES/ CLIPS/MARKERS			
							9.64	.00	9.64
ACCOUNT TOTAL									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
277				03/24 AP 08/14/23	0000000	NORTHLAND PRODUCTS CO. BULK FLUIDS	977.90		08/29/23
277				03/24 AP 08/11/23	0000000	NORTHLAND PRODUCTS CO. CREDIT ON DRUM		44.00	08/29/23
277				03/24 AP 08/09/23	0000000	NORTHLAND PRODUCTS CO. USED OIL	40.20		08/29/23
							1,018.10	44.00	974.10
ACCOUNT TOTAL									
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
277				03/24 AP 08/22/23	0000000	KEITH MFG. CO. ALUMINUM HYDRAULIC BLK #3050	283.94		08/29/23
277				03/24 AP 08/21/23	0000000	C & C WELDING & SANDBLASTING PLATE FOR TABLE PD02	221.14		08/29/23
277				03/24 AP 08/10/23	0000000	TOYNE, INC. FD501 PARTS	1,000.28		08/29/23
277				03/24 AP 08/10/23	0000000	TOYNE, INC. WATERWAY VALVE FD511	2,469.00		08/29/23
236				03/24 AP 08/09/23	0000000	MENARDS-CEDAR FALLS HVAC SUPPLIES	28.54		08/29/23
236				03/24 AP 08/08/23	0000000	MENARDS-CEDAR FALLS HVAC SUPPLIES	95.65		08/29/23
236				03/24 AP 08/04/23	0000000	MENARDS-CEDAR FALLS HVAC SUPPLIES	54.98		08/29/23
277				03/24 AP 08/03/23	0000000	LAWSON PRODUCTS, INC. MISC PARTS	1,397.23		08/29/23
							5,550.76	.00	5,550.76
ACCOUNT TOTAL									
685-6698-446.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
236				03/24 AP 07/01/23	0000000	AMERICAN PUBLIC WORKS ASSOC. APWA MEMBERSHIP-RAWDON	191.00		08/29/23
							191.00	.00	191.00
ACCOUNT TOTAL									
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									



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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS continued									
277				03/24	AP 08/10/23 0000000	D & D TIRE INC.	145.00		08/29/23
					#373 LRO TIRE REPAIR				
277				03/24	AP 08/06/23 0000000	D & D TIRE INC.	275.00		08/29/23
					#287 TIRE REPAIR				
					ACCOUNT TOTAL		420.00	.00	420.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
277				03/24	AP 08/23/23 0000000	PRO-LINER	1,425.00		08/29/23
					#2112 BEDLINER AND	UNDERCOATING			
277				03/24	AP 08/21/23 0000000	C & C WELDING & SANDBLASTING	54.00		08/29/23
					WELDED HYD BLADE				
277				03/24	AP 08/15/23 0000000	WITHAM AUTO CENTERS	135.63		08/29/23
					#516 ALIGNMENT				
277				03/24	AP 08/10/23 0000000	D & D TIRE INC.	280.00		08/29/23
					#384 LRO TIRE REPLACED				
277				03/24	AP 08/09/23 0000000	WITHAM AUTO CENTERS	135.63		08/29/23
					#13 ALIGNMENT				
					ACCOUNT TOTAL		2,030.26	.00	2,030.26
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES									
277				03/24	AP 07/31/23 0000000	COVERUP, LTD.	600.00		08/29/23
					#701 RUNNING BOARDS				
					ACCOUNT TOTAL		600.00	.00	600.00
					FUND TOTAL		9,819.76	44.00	9,775.76
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
247				03/24	AP 07/25/23 0000000	D & G METAL WORKS, INC.	804.41		08/29/23
					DOL:4/21/23 CAN AM TOWING	DAMAGED GARAGE FLOOR			
					ACCOUNT TOTAL		804.41	.00	804.41
					FUND TOTAL		804.41	.00	804.41

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PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 12/2023

GROUP	PO	ACCTG	----TRANSACTION----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 724	TRUST & AGENCY								
FUND 727	GREENWOOD CEMETERY	P-CARE							
FUND 728	FAIRVIEW CEMETERY	P-CARE							
FUND 729	HILLSIDE CEMETERY	P-CARE							
FUND 790	FLOOD LEVY								
	GRAND TOTAL						4,349,378.69	617.03	4,348,761.66