



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JUNE 15, 2020
7:00 PM AT CITY HALL VIA VIDEO CONFERENCE**

To protect against the spread of the COVID-19, the meeting will be held via video conference. The public may access/participate in the meeting in the following ways:

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: <https://zoom.us/j/96272871738>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press *9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

Call to Order by the Mayor

Approval of Minutes

- 1. Regular Meeting of June 1, 2020.

Roll Call

Agenda Revisions

Special Order of Business

- 2. Receive and file bids received for the sale of \$3,430,000 General Obligation Loan Notes, Series 2020.
- 3. Resolution directing the sale of \$3,430,000 General Obligation Loan Notes, Series 2020.

Old Business

- 4. Pass Ordinance #2967, vacating certain public right-of-way along Prairie Parkway, upon its second consideration.
- 5. Reconsider Resolution #21,985, approving and authorizing execution of an Agreement with Perkins & Will relative to developing a Resilience Plan for the City of Cedar Falls.

New Business

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.)

- 6. Receive and file a proclamation recognizing June 19, 2020 as Juneteenth - Freedom Day.
- 7. Receive and file a proclamation recognizing the week of June 17, 2020 as Waste and Recycling Workers Week.

8. Receive and file the resignation of James Newcomb as a member of the Visitors & Tourism Board, effective July 1, 2020.
9. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 Spencer Luvert, Human Rights Commission, term ending 07/01/2023.
 Willy B. Barney, Jr., Human Rights Commission, term ending 07/01/2023.
 Nichole Winther, Human Rights Commission, term ending 07/01/2023.
 Dale Schrad, Planning and Zoning Commission, term ending 11/01/2021.
 Brent Johnson, Visitors and Tourism Board, term ending 07/01/2023.
 Andrew Woodrick, Visitors and Tourism Board, 07/01/2023.
10. Receive and file the Committee of the Whole minutes of June 1, 2020 relative to the following items:
 a) Grow Cedar Valley Update.
 b) Bills & Payroll.
11. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Planner III.
12. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer.
13. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 a) Suds, 2223 1/2 College Street.
 b) Walmart, 525 Brandilynn Boulevard.
14. Approve the following applications for beer permits and liquor licenses:
 a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
 b) Holiday Inn Express & Suites, 1614 Technology Parkway, Class C beer - renewal.
 c) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
 d) Hong Kong Chinese Restaurant, 6306 University Avenue, Special Class C liquor - renewal.
 e) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
 f) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
 g) Montage, 222-224 Main Street, Class C liquor, Class B wine & outdoor service - renewal.
 h) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
 i) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
 j) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
 k) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street, Special Class C liquor & outdoor service – 6-month permit.
 l) Casey's General Store, 5908 Nordic Drive, Class E liquor - new.

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 approving and adopting the City's FY21 Appropriations Resolution.
16. Resolution approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield relative to the City's FY21 Employee Health Plan.
17. Resolution approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY21 Employee Health Plan.
18. Resolution approving and authorizing execution of an Agreement with Delta Dental of Iowa for a Group Insurance Policy relative to the City's FY21 Employee Dental Plan.
19. Resolution approving a restated Cafeteria Benefits Plan, and approving and authorizing execution of a Business Associate Contract with R. D. Drenkow & Co., Inc. dba Advantage Administrators relative to the City's Cafeteria Plan.

- [20.](#) Resolution approving and authorizing execution of a Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services, Inc. relative to FY21 Insurance Brokerage and Risk Management Services.
- [21.](#) Resolution approving and authorizing execution of an Engagement Letter with Eide Bailly, LLP to perform the audit of the City's FY20 financial statements and compliance with federal award programs.
- [22.](#) Resolution approving and authorizing execution of a Cooperative Agreement for Use of Swimming Pools with the Cedar Falls Community School District.
- [23.](#) Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to an FY21 Economic Development Grant.
- [24.](#) Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to FY21 Self-Supported Municipal Improvement District (SSMID) Funds.
- [25.](#) Resolution approving and authorizing execution of an FY21 Façade Improvement Fund Agreement with Cedar Falls Community Main Street.
- [26.](#) Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of the College Hill Partnership relative to an FY21 Economic Development Grant.
- [27.](#) Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of the College Hill Partnership relative to FY21 Self-Supported Municipal Improvement District (SSMID) Funds.
- [28.](#) Resolution approving and authorizing execution of an FY21 Façade Improvement Fund Agreement with the College Hill Partnership.
- [29.](#) Resolution approving and authorizing execution of an Agreement to Support "Fulfilling the Vision" Campaign for Economic Vitality of Grow Cedar Valley relative to an FY21 Economic Development Grant.
- [30.](#) Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to an FY21 Community Betterment Grant.
- [31.](#) Resolution approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY21 Community Betterment Grant.
- [32.](#) Resolution approving and authorizing execution of an Agreement in Support of FORTEPAN IOWA/University of Northern Iowa relative to an FY21 Community Betterment Grant.
- [33.](#) Resolution approving and authorizing execution of an Agreement in Support of the Volunteer Center of the Cedar Valley relative to an FY21 Community Betterment Grant.
- [34.](#) Resolution approving and authorizing execution of an Agreement in Support of the Waterloo-Cedar Falls Symphony relative to an FY21 Community Betterment Grant.
- [35.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 610 West 6th Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [36.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 2604 Iowa Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [37.](#) Resolution approving and authorizing execution of a Utility Easement Encroachment Agreement with J Davis Properties, LLC relative to placement of a monument sign over existing utility easements located at 6607 University Avenue.

- [38.](#) Resolution approving a Central Business District (CBD) Overlay Zoning District site plan for construction of a financial institution at 312 West 1st Street.
- [39.](#) Resolution approving an occupancy permit prior to the acceptance of public improvements in Prairie Winds 4th Addition. (City staff recommends denial of the request)
- [40.](#) Resolution approving and authorizing expenditure of funds for the purchase of a combination dump truck/snow plow.
- [41.](#) Resolution approving and authorizing expenditure of funds for the purchase of a side load automated refuse collection unit.
- [42.](#) Resolution approving and accepting the contract and bond of Boulder Contracting, LLC for the 2020 CDBG Sidewalk Infill Project.
- [43.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC for design services relative to the Union Road Reconstruction Project - West 27th Street to University Avenue.
- [44.](#) Resolution approving and authorizing execution of Amendment Number Four to the Agreement with the Flood Mitigation Board for use of sales tax increment revenues for the Downtown Levee Improvement Flood Mitigation Project.
- [45.](#) Resolution setting July 6, 2020 as the date of public hearing to consider entering into a proposed Agreement for Private Development with Community Bank and Trust.
- [46.](#) Resolution setting July 6, 2020 as the date of public hearing on the proposed vacation of a portion of existing storm sewer easement located on Lot 1, Block 17, Original Plat (312 West 1st Street).
- [47.](#) Resolution setting July 6, 2020 as the date of public hearing on the proposed rezoning from R-1 Residence District and A-1 Agricultural District, to RP Planned Residence District, of property located east of Union Road and north of West 27th Street.
- [48.](#) Resolution setting July 6, 2020 as the date of public hearing on the FFY20 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding.
- [49.](#) Resolution receiving and filing, and setting July 6, 2020 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Seal Coat Project.
- [50.](#) Resolution receiving and filing, and setting July 6, 2020 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Clay Street Park Water Quality Improvements Project.

Allow Bills and Payroll

City Council Referrals

City Council Updates

Staff Updates

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

Executive Session

- 51. 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; and to evaluate the performance of the City Administrator pursuant to Iowa Code Section 21.5(1)(i), following Public Forum.

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JUNE 1, 2020
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. The Mayor opened the meeting and announced that the meeting was an electronic meeting being conducted in conformance with the Governor's Proclamation of Disaster Emergency dated March 19, 2020. Due to the COVID-19 pandemic, an in-person meeting was impractical. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Absent: None.
- 52834 - It was moved by deBuhr and seconded by Harding that the minutes of the Regular Meeting of May 18, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52835 - Mayor Green announced that in accordance with the public notice of May 22, 2020, this was the time and place for a public hearing on amendments to the Citizen Participation Plan for the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Program relative to the CARES Act. It was then moved by Harding and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52836 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of the proposed amendments. There being no one else present wishing to speak about the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 52837 - It was moved by Harding and seconded by Miller that Resolution #21,969, approving amendments to the Citizen Participation Plan for the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Program relative to the CARES Act, 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,969 duly passed and adopted.
- 52838 - Mayor Green announced that in accordance with the public notice of May 22, 2020, this was the time and place for a public hearing on amendments to the FFY2019-2023 Consolidated Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act. It was then moved by deBuhr and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52839 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of the proposed amendments. There being no one else present wishing to speak about the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 52840 - It was moved by Harding and seconded by deBuhr that Resolution #21,970, approving amendments to the FFY2019-2023 Consolidated Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act, be adopted. Following questions by Councilmembers Taiber and deBuhr, and responses by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,970 duly passed and adopted.
- 52841 - Mayor Green announced that in accordance with the public notice of May 22, 2020, this was the time and place for a public hearing on amendments to the FFY19 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act. It was then moved by deBuhr and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52842 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of the proposed amendments. There being no one else present wishing to speak about the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 52843 - It was moved by Harding and seconded by Sires that Resolution #21,971, approving amendments to the FFY19 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act, 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,971 duly passed and adopted.
- 52844 - Mayor Green announced that in accordance with the public notice of May 22, 2020, this was the time and place for a public hearing on the proposed vacation of certain public right-of-way along Prairie Parkway. It was then moved by Harding and seconded by Sires that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52845 - The Mayor then asked if there were any written communications filed to the

proposed vacation. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Services Manager Howard provided a brief summary of the proposed vacation. Following a question by Jim Skaine, 2215 Clay Street, and response by Community Services Manager Howard, the Mayor declared the hearing closed and passed to the next order of business.

52846 - It was moved by Miller and seconded by Harding that Ordinance #2967, vacating certain public right-of-way along Prairie Parkway, be passed upon its first consideration. Following questions by Councilmembers deBuhr, Taiber and Harding, and responses by Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.

52847 - It was moved by deBuhr and seconded by Harding that Ordinance #2966, amending Section 26-121 of the Code of Ordinances by rezoning from A-1, Agricultural, to R-1, Residential and M-1, P, Planned Light Industrial, of recently annexed property located south of West Viking Road and east of South Union Road, 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Ordinance #2966 duly passed and adopted.

52848 - Following comments by Mayor Green expressing appreciation to the Information Systems staff for their hard work in getting city staff up and running remotely during the pandemic, it was moved by Harding and seconded by Sires that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file a proclamation recognizing June 6, 2020 as Cedar Falls Trails Day.

Receive and file Departmental Monthly Reports of April 2020.

Approve the request of The Black Hawk Hotel / Bar Winslow for a temporary sign at 115 Main Street.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) B&B West, 3105 Hudson Road.
- b) Bani's, 2128 College Street.
- c) Buzz Smoke & Vapor, 2125 College Street, Suite A.
- d) Cloud 9 Glass & Novelty, 2125 College Street, Suite C.
- e) Cypress Lounge, 209 State Street, Suite A.
- f) Dollar General, 2921 Center Street.
- g) Dollar General, 1922 Valley Park Drive
- h) Fleet Farm, 400 West Ridgeway Avenue.
- i) Fleet Farm Fuel, 108 West Ridgeway Avenue.

- j) Greenleaf Tobacco and Vapor, 5901 University Avenue.
- k) Kwik Star, 7500 Nordic Drive.
- l) Kwik Star, 2019 College Street.
- m) Kwik Star, 4515 Coneflower Parkway.
- n) Metro Mart, 103 Franklin Street.
- o) Prime Mart 1, 2323 Main Street.
- p) Tobacco Outlet Plus, 4116 University Avenue Suite 106.
- q) Walgreens, 2509 Whitetail Drive.

Approve the following applications for beer permits and liquor licenses:

- a) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
- b) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor & outdoor service - renewal.
- c) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
- d) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
- e) Prime Mart, 2323 Main Street, Class E liquor - renewal.

Motion carried unanimously.

52849 - It was moved by Kruse and seconded by Harding that the following resolutions be introduced and adopted:

Resolution # 21,972, approving electronic bidding procedures and Official Statement relative to the sale of \$3,430,000 General Obligation Capital Loan Notes, Series 2020.

Resolution #21,973, approving and adopting the City's FY21 Fee Schedule.

Resolution #21,974, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 2307 West 3rd Street.

Resolution #21,975, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1934 Main Street.

Resolution #21,976, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1009 State Street.

Resolution #21,977, approving renovation of the monument sign located adjacent to the Hearst Center for the Arts on West Seerley Boulevard, as recommended by the Art and Culture Board.

Resolution #21,978, approving and authorizing execution of an amended Agreement with Gillian Christy relative to placement of a sculpture at 220 Clay Street.

Resolution #21,979, approving and authorizing execution of a Land Maintenance Agreement with Thomas Greiner relative to maintaining recently annexed undeveloped land.

Resolution #21,980, approving an amendment to the preliminary plat for The Arbors.

Resolution #21,981, approving and authorizing execution of a First Amendment to Professional Service Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for Grant Administration and Technical Services for Community Development Block Grant (CDBG-CV) funding relative to the CARES Act.

Resolution #21,982, receiving and filing the bids, and approving and accepting the low bid of Boulder Contracting, LLC, in the amount of \$69,608.45, for the 2020 CDBG Sidewalk Infill Project.

Resolution #21,983, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with J Davis Properties, LLC relative to a post-construction stormwater management plan for Parcel F in the College Square Mall First Addition, Minor Subdivision Plat (Slumberland parking lot).

Resolution #21,984, approving and accepting a Quit Claim Deed, in conjunction with the 1994 transfer of jurisdiction of Center Street, f/n/a U.S. Highway 218, from 1st Street north to the city limits.

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: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #21,972 through #21,984 duly passed and adopted.

52850 - It was moved by Harding and seconded by Miller that Resolution #21,985, approving and authorizing execution of an Agreement with Perkins & Will relative to developing a Resilience Plan for the City of Cedar Falls, be adopted. Following questions and comments by Councilmembers Sires, deBuhr, Kruse, Harding, Miller, Taiber and Darrah, Kelly Dunn, 915 Royal Drive, LeaAnn Saul, 1825 West Greenhill Road, and Mayor Green, and responses by Finance and Business Operations Director Rodenbeck, City Administrator Gaines, Community Development Director Sheetz and City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah. Nay: deBuhr, Sires, Taiber. Motion carried. The Mayor then declared Resolution #21,985 duly passed and adopted.

52851 - It was moved by deBuhr and seconded by Harding that the bills and payroll of June 1, 2020 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None.
Motion carried.

52852 - Councilmember Kruse expressed concerns with pedestrians walking in streets in areas where sidewalks are provided.

Public Works Director Schrage and City Administrator Gaines provided an update on potential street safety improvements near Aldrich Elementary School.

52853 - It was moved by Harding and seconded by Sires that the meeting be adjourned at 8:22 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
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INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 11, 2020
SUBJECT: 2020 Bond Sales

June 15th is the date set to receive bids on the 2020 General Obligation Capital Loan Notes. On the council agenda is a resolution accepting those bids. The bids are due in on June 15th at 10:00 am and the bids will be presented at the Council meeting by the City's financial advisor, Public Financial Management (PFM).

As part of that bond sale, the City is rated by Moody's Investors Service. Attached is the news release that upgrades the City's rating to Aaa. Staff presented several slides and various financial information to Moody's about the City's financial, economic, and management strengths. This information aided the City in receiving this upgrade.

If you have any questions regarding the bond sale, please feel free to contact me.

MOODY'S

INVESTORS SERVICE

Rating Action: Moody's upgrades Cedar Falls, IA's GOULT bonds to Aaa

10 Jun 2020

New York, June 10, 2020 -- Moody's Investors Service upgrades the City of Cedar Falls, IA's previously issued general obligation unlimited tax (GOULT) bonds to Aaa, from Aa1, and assigns a Aaa rating to its \$3.4 million General Obligation Capital Loan Notes, Series 2020. Following the sale, the city will have \$15 million of GOULT debt outstanding. The outlook is stable.

RATINGS RATIONALE

The city was upgraded to Aaa because its strong financial performance has resulted in very robust operating fund balance and cash. Substantial alternate liquidity across other governmental funds further bolsters the city's financial position. Fixed costs are low because debt and retiree health care burdens are modest. Pension burden is more moderate from participation in two statewide pension plans. Although the city's tax base is somewhat modest for the rating category, it is stable and will continue to benefit from the presence of the University of Northern Iowa (A1 stable). Financial performance across the city's enterprise funds (sewer, refuse and stormwater) will remain sound supporting the funds' healthy liquidity.

The coronavirus outbreak is a social risk under our ESG framework, given the substantial implications for public health and safety. The coronavirus crisis is not a key driver for this rating action. We do not see any material immediate credit risks for Cedar Falls, IA. The situation surrounding coronavirus, however, is rapidly evolving and the longer term impact will depend on both the severity and duration of the crisis. If our view of the credit quality of Cedar Falls, IA changes, we will update the rating and/or outlook at that time.

RATING OUTLOOK

The stable outlook reflects our expectation that the city's financial position will remain strong and operating revenue loss from the coronavirus outbreak will be modest.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Not applicable

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Significant and sustained reductions in operating fund balance or liquidity
- Substantial increase pension burdens

LEGAL SECURITY

Debt service on the city's GOULT debt, including Series 2020 bonds, is secured by the city's general obligation pledge and payable from and dedicated ad valorem tax, unlimited as to rate or amount.

USE OF PROCEEDS

Proceeds of the Series 2020 bonds will finance various capital projects included in the city's capital improvement plan.

PROFILE

Cedar Falls is located in northeast Iowa (Aaa stable) in Black Hawk County, approximately 105 miles northeast of Des Moines (Aa2 stable). The city provides public safety (police and fire), public works, recreation, economic development, general government, sewer (collection and treatment), refuses and storm water services to an estimated population of 41,202 residents. and general government services. Cedar Falls Utilities, a component unit of the city, operates an electric, water, gas and communications utilities to serve city residents.

METHODOLOGY

The principal methodology used in these ratings was US Local Government General Obligation Debt published in September 2019 and available at https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBM_1191097. Alternatively, please see the Rating Methodologies page on www.moodys.com for a copy of this methodology.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found at: https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBC_79004.

For ratings issued on a program, series, category/class of debt or security this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series, category/class of debt, security or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moodys.com.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBC_1133569.

Please see www.moodys.com for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

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MOODY'S

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CREDIT OPINION

11 June 2020

 Rate this Research

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Cedar Falls (City of) IA

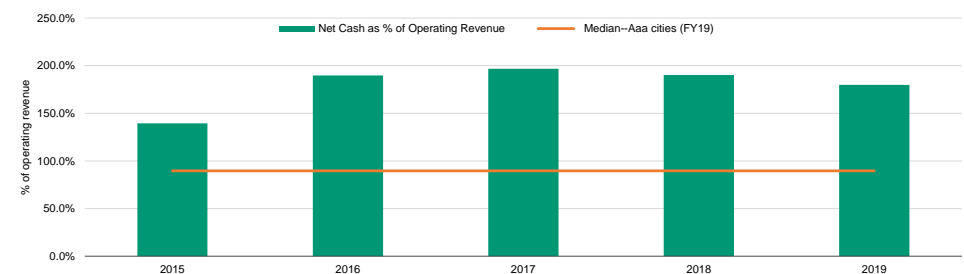
Update to credit analysis following upgrade to Aaa

Summary

[Cedar Falls, IA's](#) (Aaa stable) credit profile is exceptional. Robust financial performance has resulted in very strong operating fund balance and liquidity. Fixed costs are low and debt is modest because the city cash finances most of its capital needs. The pension burden is more moderate given the city's participation in two statewide pension plans. The coronavirus outbreak is a social risk under our ESG framework, given the substantial implications for public health and safety. We do not see any material immediate credit risks for the City of Cedar Falls, IA. While the city must contend with the developing impacts of reduced economic activity, its liquidity is very strong (see Exhibit 1) and positions it well. The city also benefits from a favorable revenue composition. Its operating budget is not reliant on sales tax receipts, a revenue source that faces the most immediate pressure from slowed economic activity. The situation surrounding coronavirus, however, is rapidly evolving and the longer term impact will depend on both the severity and duration of the crisis. If our view of the credit quality of Cedar Falls, IA changes, we will update our opinion at that time.

Exhibit 1

Cedar Falls, IA's governmental fund liquidity far exceeds the Aaa median for US cities Liquidity across total governmental and internal service funds



Source: City's audited financial statements

Credit strengths

- » Strong financial management evidenced by a long history of very strong operating reserves and liquidity
- » Modest debt burden and low fixed costs
- » Substantial alternate liquidity

Credit challenges

- » Tax base size is modest for the rating category

Rating outlook

The stable outlook reflects our expectation that the city's financial position will remain strong and operating revenue loss from the coronavirus outbreak will be modest.

Factors that could lead to an upgrade

» Not applicable

Factors that could lead to a downgrade

- » Significant and sustained reductions in operating fund balance or liquidity
- » Substantial increase pension burdens

Key indicators

Exhibit 2

Cedar Falls (City of) IA	2015	2016	2017	2018	2019
Economy/Tax Base					
Total Full Value (\$000)	\$2,987,694	\$3,041,435	\$3,169,928	\$3,270,854	\$3,420,085
Population	40,439	40,828	41,167	41,202	41,202
Full Value Per Capita	\$73,881	\$74,494	\$77,002	\$79,386	\$83,008
Median Family Income (% of US Median)	124.2%	122.6%	120.0%	123.1%	123.1%
Finances					
Operating Revenue (\$000)	\$30,231	\$32,219	\$31,781	\$33,318	\$34,335
Fund Balance (\$000)	\$16,823	\$18,063	\$19,666	\$20,761	\$21,787
Cash Balance (\$000)	\$21,677	\$22,373	\$24,006	\$25,244	\$27,071
Fund Balance as a % of Revenues	55.6%	56.1%	61.9%	62.3%	63.5%
Cash Balance as a % of Revenues	71.7%	69.4%	75.5%	75.8%	78.8%
Debt/Pensions					
Net Direct Debt (\$000)	\$6,110	\$4,935	\$6,105	\$3,625	\$5,665
3-Year Average of Moody's ANPL (\$000)	\$48,916	\$47,358	\$53,272	\$57,307	\$60,917
Net Direct Debt / Full Value (%)	0.2%	0.2%	0.2%	0.1%	0.2%
Net Direct Debt / Operating Revenues (x)	0.2x	0.2x	0.2x	0.1x	0.2x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	1.6%	1.6%	1.7%	1.8%	1.8%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	1.6x	1.5x	1.7x	1.7x	1.8x

Source: US Census Bureau, Moody's Investors Service

Profile

Cedar Falls is located in northeast [Iowa](#) (Aaa stable) in [Black Hawk County](#) (Aa2), about 105 miles northeast of [Des Moines](#) (Aa2 stable). The city provides public safety (police and fire), public works, recreation, economic development, general government, sewer (collection and treatment), refuse and stormwater services to an estimated population of 41,202 residents. and general government services. Cedar Falls Utilities, a component unit of the city, operates an electric (Aa2), water, gas and communications utilities to serve city residents.

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Detailed credit considerations

Economy and tax base: stable tax base in northeast Iowa with presences

The coronavirus is driving an unprecedented economic slowdown. We currently forecast US GDP to decline significantly during 2020 with a gradual recovery commencing toward the end of the year. Local governments with the highest exposure to tourism, hospitality, healthcare, retail, and oil and gas could suffer particularly severe impacts. The city's local employment base is anchored in higher education and high-skilled manufacturing. The relative stability of these sectors is demonstrated by the city's comparatively low unemployment of 10% as of April 2020, which is below the national rate (14%) and Iowa's rate (11%).

Fully valued at \$3.4 billion, the city's tax base has averaged nearly 4% growth over the last five years. While tax base growth has been sound, the size of the city's tax base value is below the national median for Aaa cities. Taxpayer concentration is modest with the city's top 10 taxpayers accounting for a modest 9% of taxable value. The city's population growth has been sound with a 9% increase at the 2010 count to 39,260. The city's current population is estimated at 41,202. Median family income is healthy at 123% of the national figure.

Financial operations and reserves: sound financial operations support strong reserves

The city's financial position will remain solid because revenue losses from slowed economic activity are minimal and the city maintains ample budget flexibility. The city adopted a balanced fiscal 2021 operating budget in February. While road use taxes and local option sales taxes will be down because of the coronavirus outbreak, those revenue largely support capital. The city expects to mitigate these declines by deferring or delaying capital projects.

For fiscal 2020 (fiscal year ends June 30), the city anticipates ending with a modest general fund surplus, increasing available fund balance to \$13 million. Revenue declines in the year were driven by falling recreation fees. Many of the city's recreational facilities have been closed because of the coronavirus outbreak. The lost fee revenue has mostly been offset by reduced recreational staffing, as well as operational savings given the closure of facilities and reduction in recreational activity offerings. Hotel/motel taxes were budgeted at \$875,000 (2% of general fund revenue) and are performing under budget. Positive revenue variances in other budget items, however, particularly state revenue, have largely offset the lost hotel/motel revenue.

In fiscal 2019, the city posted a \$467,081 general fund surplus, net of a \$1.7 million transfer to the city's capital improvement fund, increasing available general fund balance to \$12.5 million or 46% of general fund revenue. Available operating fund balance stood at \$22 million across the city's major operating funds (general, debt service, street construction fund, police retirement fund, and fire retirement fund), or 64% of operating fund revenue at the close of fiscal 2019.

The city's most economically sensitive revenue, road use taxes and local option sales taxes, support capital spending. The ability to delay or defer road projects is a key source of the city's budgetary flexibility. The city collected \$5.1 million in road use taxes in fiscal 2019. These are state shared revenues from motor vehicle fuel and registration taxes and are collected in the city's street construction fund. The street construction fund reported a 2019 fund balance of \$9 million. The city's local option sales tax is the city's share of a county-wide 1% sales tax and is dedicated to fund street maintenance. The city collected \$5.2 million in local option sales taxes, collected in a separate street repair fund. The street repair fund reported a 2019 balance of \$15 million.

Property taxes are the city's primary revenue source, accounting for around 61% of annual revenue. Intergovernmental revenue (20% of annual revenue) and charges for services (9% annual revenue) comprise the balance of the city's operating revenue. The city has additional revenue-raising capacity, which provides some operating flexibility. Officials estimate that the city currently has \$1.3 million (5% of general fund revenue) of untapped property tax authority.

The city's major enterprise funds account for sewer, refuse and stormwater activities. Financial operations across the city's enterprise funds are sound. The city's enterprise funds do not rely on general fund support.

LIQUIDITY

Liquidity is very strong and will provide a buffer against unplanned expenditures or revenue declines. Net cash across the city's major operating funds totaled \$27 million, or a very strong 79% of fiscal 2019 operating revenue. Total governmental fund cash was \$90 million, or 180% of governmental fund revenue. This includes cash in city's capital improvements fund, internal service fund and across

all non-major governmental funds. While liquidity held in the capital improvement fund has been assigned for future capital projects, the city could use that liquidity to support operations, if needed.

Debt, pension and OPEB: low fixed costs driven by low leverage from debt, pensions and OPEB

The city's debt burden will remain modest given its limited future debt plans. Inclusive of the Series 2020 bonds, the city's net direct debt totals a modest \$7.5 million, or 0.2% of full value and 0.2x fiscal 2019 operating revenue. The city's additional debt plans are modest as its city's five-year capital plan calls for only \$3.5 million in GO bonds in fiscal 2022. Debt service expenses amounted to \$1.2 million, or modest 2% of fiscal 2019 operating revenue.

The city's pension burden is moderate. Moody's three-year average adjusted net pension liability (ANPL), using a 4.14% discount rate, totals \$61 million, or 1.8x fiscal 2019 operating revenue and 1.8% of full value. Net of self-supporting contributions from the city's sewer, refuse, and stormwater enterprises, the city's contribution to its two statewide pension plans totaled \$2.2 million or 6% of fiscal 2019 operating revenue. In comparison, the city's reported a GASB net pension liability is \$19 million, based on a weighted reported discount rate of 6.7%, in fiscal 2019.

The city's retiree healthcare (OPEB) burden is modest. Its Moody's adjusted net OPEB liability (adjusted NOL), based on a 3.5% discount rate, totaled a modest \$2.8 million as of fiscal 2019, representing less than 0.1x fiscal 2019 operating revenue.

Fixed costs, which include debt service, pension and OPEB contributions, are very low at \$3.4 million, or 10% of fiscal 2019 operating revenue. The city's debt service and pension contributions are both supported by unlimited property tax levies.

DEBT STRUCTURE

All of the city's debt is fixed rate and long term. Amortization is rapid with 100% of principal to retire within the next 10 years. The city's net direct debt is net of \$7.6 million of GO debt supported by the city's sewer and stormwater utilities.

Debt service on the city's GOULT debt is secured by the city's general obligation pledge and payable from and dedicated ad valorem tax, unlimited as to rate or amount.

DEBT-RELATED DERIVATIVES

The city does not have any debt-related derivatives.

PENSIONS AND OPEB

The city participates in two defined benefit multi-employer cost sharing plans, the Iowa Public Employees' Retirement System (IPERS) and Municipal Fire and Police Retirement System of Iowa (MFPRSI). On an annual basis, each plan establishes local government retirement contributions as a share of payroll based on actuarial requirements. The city has routinely made its full statutory contributions to the plans.

IPERS and MFPRSI contributions were 96% and 113% of tread water¹ in fiscal 2019. Despite making contributions below tread water, the plan level net pension liability for IPERS fell about 9% from fiscal 2018 to 2019 because of pension asset performance exceeding the plan's assumed investment return. Because of a 12-month balance sheet reporting lag, the reduction in the plan's unfunded liabilities in 2019 will not be reflected in local government balance sheets until fiscal 2020.

The city manages a single-employer health benefit plan which provides medical/prescription drug benefits for employees, retirees and their spouses. Retirees under 65 pay the same premium as actives employees, resulting in an implicit rate subsidy.

ESG considerations

ENVIRONMENTAL

Environmental considerations have a limited impact on the city's credit profile. Data from Moody's affiliate Four Twenty Seven indicate that Black Hawk County has a relatively high exposure to heat stress compared to counties nationally. Rising temperatures could affect the region's agriculture production over the long-term, but we expect near term challenges will be mitigated by the strength and diversity of the local economy.

SOCIAL

Social factors are a consideration for the city. Resident incomes are above the state and national figures. The city's population growth has been strong over the last few decades and the city's median age is below the state and national figures. The coronavirus outbreak is a social risk under our ESG framework, given the substantial implications for public health and safety. The city is working with local, state and federal partners to keep the community informed about the coronavirus. The city maintains a website that informs residents of the latest news about the coronavirus outbreak. On May 15th, Governor Kim Reynolds lifted restrictions on nonessential businesses and large gatherings, with the exception of bars and casinos.

GOVERNANCE

Iowa cities have an Institutional Framework score of "Aaa," which is very strong. Even with property tax caps on general and emergency levies, cities have strong revenue-raising flexibility because of various additional levies, including an unlimited levy for employee benefits. Unpredictable revenue fluctuations tend to be minor given the stability of the sector's primary revenue source, which are property taxes. Expenditures mostly consist of personnel costs, which are highly predictable. Iowa's public employee collective bargaining law limits the scope of bargaining to base wages for non-public safety employees. Across the sector, fixed costs are generally elevated and driven mainly by debt.

Rating methodology and scorecard factors

The [US Local Government General Obligation Debt methodology](#) includes a scorecard, a tool providing a composite score of a local government's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare local government credits.

Exhibit 3

Scorecard Factors	Measure	Score
Economy/Tax Base (30%) ^[1]		
Tax Base Size: Full Value (in 000s)	\$3,420,085	Aa
Full Value Per Capita	\$83,008	Aa
Median Family Income (% of US Median)	123.1%	Aa
Notching Factors: ^[2]		
Institutional Presence		Up
Finances (30%)		
Fund Balance as a % of Revenues	63.5%	Aaa
5-Year Dollar Change in Fund Balance as % of Revenues	17.3%	Aa
Cash Balance as a % of Revenues	78.8%	Aaa
5-Year Dollar Change in Cash Balance as % of Revenues	19.2%	Aa
Management (20%)		
Institutional Framework	Aaa	Aaa
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	1.0x	Aa
Debt and Pensions (20%)		
Net Direct Debt / Full Value (%)	0.2%	Aaa
Net Direct Debt / Operating Revenues (x)	0.2x	Aaa
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	1.8%	Aa
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	1.8x	A
	Scorecard-Indicated Outcome	Aaa
	Assigned Rating	Aaa

[1] Economy measures are based on data from the most recent year available.

[2] Notching Factors are specifically defined in the US Local Government General Obligation Debt methodology.

[3] Standardized adjustments are outlined in the GO Methodology Scorecard Inputs publication.

Source: US Census Bureau, Moody's Investors Service

Endnotes

1 Our "tread water" indicator measures the annual government contribution required to prevent reported net pension liabilities from growing, based on reported assumptions. An annual government contribution that treads water equals the sum of employer service cost and interest on the reported net pension liability at the start of the fiscal year. A pension plan that receives an employer contribution equal to tread water will end the year with an unchanged net pension liability relative to the beginning of the year if all plan assumptions hold. Net liabilities may decrease or increase in a given year because of factors other than the contribution amount, such as an investment performance that exceeds or falls short of a plan's assumed rate of return. Still higher contributions will always reduce unfunded liabilities faster, or will allow unfunded liabilities to grow more slowly than lower contributions. The degree to which contributions fall below the "tread water" indicator can help quantify a structural operating imbalance stemming from pensions, even under reported assumptions. A contribution below the "tread water" level in effect suppresses expenditures by leaving an implied interest on net pension liabilities unpaid, akin to borrowing at the assumed rate of return for operations.

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CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

\$3,430,000 (Subject to Adjustment per Terms of Offering) General Obligation Capital Loan Notes, Series 2020

- Receipt of bids.
- Resolution directing sale.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 15, 2020

The Controller/City Treasurer of the City of Cedar Falls, State of Iowa, met at City Hall, 220 Clay Street, Cedar Falls, Iowa, at 10:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the City Council at 7:00 P.M. on the above date.

The following persons were present:

* * * * *

This being the time and place for the opening of bids for the sale of \$3,430,000 (Subject to Adjustment per Terms of Offering) General Obligation Capital Loan Notes, Series 2020, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

- 1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

- 2. The Controller/City Treasurer then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.

- 3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

- 4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____%

Net Interest Cost (as-bid): \$_____

In consultation with PFM Financial Advisors LLC, the City considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$_____

Purchase Price as adjusted: \$_____

All bids were then referred to the Council for action.

June 15, 2020

The City Council of the City of Cedar Falls, State of Iowa, met in _____ session, in the Council Chambers*, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

*An electronic meeting is being held because a meeting in person is impossible or impractical due to concerns for the health and safety of Council members, staff and the public presented by COVID-19. An electronic meeting is allowed by Iowa Code Section 21.8 and the Emergency Proclamation of Governor Kim Reynolds.

Public participation in the electronic meeting is available via the means outlined in the meeting Agenda.

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$3,430,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$3,430,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$3,430,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____%

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 15th day of June, 2020.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA
50613 (319)273-8600
After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

ORDINANCE NO. 2967

AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ABUTTING PRAIRIE PARKWAY SOUTH OF PRAIRIE VIEW ROAD IN THE CITY OF CEDAR FALLS, IOWA (VAC19-003)

WHEREAS, the Planning & Zoning Commission has considered a request to vacate 21,995 square feet of public right-of-way located along the western edge of Prairie Parkway south of Prairie View Road; and

WHEREAS, the Commission has determined that due to the curved alignment of the roadway, there is an excess amount of land in the aforementioned location that is not currently used for right-of-way purposes nor will it be used in the future for such purpose; and

WHEREAS, the Commission recommends that it is in the best interest of the City to vacate the subject portion of right-of-way, retaining perpetual easements for landscaping, drainage, and utilities, with the intent to make said area of land available for purchase according to Section 306.23, Iowa Code.

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

SECTION 1. A portion of the public right-of-way located along the western edge of Prairie Parkway south of Prairie View Road, hereinafter described, is hereby vacated:

That part of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northeast corner of Tract "E", Western Home Communities Seventh Addition; thence N87°16'55"E Thirty-six and Fifty-five Hundredths (36.55) feet along the Easterly extension of the North line of said Tract "E";

thence S23°04'27"E Ten and Seventy-nine Hundredths (10.79) feet; thence Southerly One Hundred Fifty-three and Eighty-two Hundredths (153.82) feet along the arc of a curve concave Westerly having a radius of Two Hundred Thirty-three and Ninety-eight Hundredths (233.98) feet and a chord of One Hundred Fifty-one and Seven Hundredths (151.07) feet which bear S02°21'10"E; thence S16°28'41"W Two Hundred Fifty and Seventy Hundredths (250.70) feet; thence Southerly Thirty-one and Thirty-seven Hundredths (31.37) feet along the arc of a curve concave Easterly having a radius of Eight Hundred Sixty-six (866.00) feet and a chord of Thirty-one and Thirty-seven Hundredths (31.37) feet which bears S15°26'25"W to the East line of aforesaid Tract "E"; thence S89°20'29"W Twelve and Fifty Hundredths (12.50) feet along said East line; thence Northerly Four Hundred Thirty-two and Sixty-three Hundredths (432.63) feet still along said East line and along the arc of a curve concave Easterly having a radius of Three Thousand Fifty-three (3053.00) feet and a chord of Four Hundred Thirty-two and Twenty-seven Hundredths (432.27) feet which bears N05°58'44"E to the point of beginning containing 21,995 square feet, but retaining a perpetual landscape, drainage and utility easement, described as over, under and across the East Thirty (30.00) feet of above described parcel containing 12,721 square feet; and also retaining a separate perpetual utility easement, described as over, under and across the North Ten (10.00) feet of above described parcel containing 395 square feet; and further subject to existing easements of record.

SECTION 2. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

INTRODUCED: _____ June 1, 2020

PASSED 1st CONSIDERATION: _____ June 1, 2020

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

For County Recorder's use.

INDEX LEGEND

General Description: Part of the SW 1/4, Section 30-T89N-R13W,
 Surveyor: David L. Scheil (#16775)
 Surveying Company: Wayne Claassen Engineering & Surveying, Inc.
 2705 University Avenue (P.O. Box 898)
 Waterloo, Iowa 50704
 (319)235-6294
 Survey Requested By: Western Home Communities
 Proprietor: Cedar Falls

RIGHT-OF-WAY VACATION PLAT

Part of Prairie Parkway

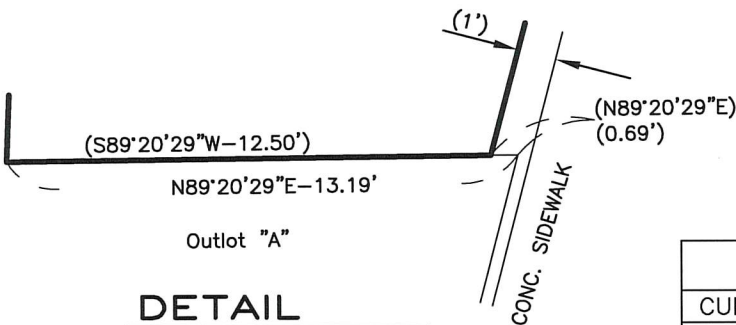
SHEET 1 OF 2

LEGAL DESCRIPTION

Right-of-Way Vacation, part of Prairie Parkway

That part of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northeast corner of Outlot "A", Western Home Communities Ninth Addition; thence N87°16'55"E Thirty-six and Fifty-five Hundredths (36.55) feet along the Easterly extension of the North line of said Outlot "A"; thence S23°04'27"E Ten and Seventy-nine Hundredths (10.79) feet; thence Southerly One Hundred Fifty-three and Eighty-two Hundredths (153.82) feet along the arc of a curve concave Westerly having a radius of Two Hundred Thirty-three and Ninety-eight Hundredths (233.98) feet and a chord of One Hundred Fifty-one and Seven Hundredths (151.07) feet which bear S02°21'10"E; thence S16°28'41"W Two Hundred Fifty and Seventy Hundredths (250.70) feet; thence Southerly Thirty-one and Thirty-seven Hundredths (31.37) feet along the arc of a curve concave Easterly having a radius of Eight Hundred Sixty-six (866.00) feet and a chord of Thirty-one and Thirty-seven Hundredths (31.37) feet which bears S15°26'25"W to the East line of aforesaid Tract "E"; thence S89°20'29"W Twelve and Fifty Hundredths (12.50) feet along said East line; thence Northerly Four Hundred Thirty-two and Sixty-three Hundredths (432.63) feet still along said East line and along the arc of a curve concave Easterly having a radius of Three Thousand Fifty-three (3053.00) feet and a chord of Four Hundred Thirty-two and Twenty-seven Hundredths (432.27) feet which bears N05°58'44"E to the point of beginning containing 21,995 square feet.



**DETAIL
NO SCALE**

CURVE TABLE					
DIMENSIONS IN FEET					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B.
C1	(153.82)	(233.98)	(37°40'00")	(151.07)	(S02°21'10"E)
C2	(31.37)	(866.00)	(2°04'33")	(31.37)	(S15°26'25"W)
C3	(432.63)	(3053.00)	(08°07'09")	(432.27)	(N05°58'44"E)
	432.63	3053.00	08°07'09"	432.27	S05°58'44"W
C4	73.25	3053.00	01°22'29"	73.25	S10°43'34"W

CES FILE NO. _____ ML _____

CERTIFICATION

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Signature: *David L. Scheil*
 David L. Scheil, P.L.S.

Date: MAY 15, 20 20 License No. 16775

Pages or Sheets Covered by this Seal: 2

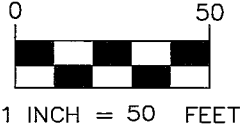
My license renewal date is December 31, 2020

SCEIL

RIGHT-OF-WAY VACATION PLAT

SHEET 2 OF 2

Part of Prairie Parkway
Part of the SW 1/4, Section 30-T89N-R13W,
Cedar Falls, Black Hawk County, Iowa
Survey for: Western Home Communities
Proprietor: Cedar Falls



Shooting Star Way

Prairie View Road

Prairie Parkway

CONC. SIDEWALK

S84°25'11"W-125.48'

20' SETBACK LINE

10' UTIL. EASEMENT
AS PER WESTERN HOME
COMMUNITIES SEVENTH ADD.

N05°34'48"W
0.24'

70.15'
N84°25'12"E

73.36'
N81°33'26"E

S87°16'55"W-52.87'
N87°16'55"E

(S23°04'27"E)
(10.79')

(36.55')

10' UTIL.
EASEMENT

30' LANDSCAPE, DRAINAGE &
UTIL. EASEMENT

(21,995 Sq. Ft.)

30' LANDSCAPE, DRAINAGE & UTIL. EASEMENT
AS PER WESTERN HOME COMMUNITIES SEVENTH ADD.
TO BE VACATED

WESTERN HOME COMMUNITIES
NINTH ADDITION
Outlet 'A'

SEE DETAIL
SHEET 1 OF 2

30' LANDSCAPE,
DRAINAGE &
UTIL. EASEMENT
AS PER WESTERN HOME
COMMUNITIES SEVENTH ADD.





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 11, 2020
SUBJECT: Resilience Plan

At the last council meeting on June 1, 2020, there was a lot of discussion about the professional services agreement with Perkins & Will to work with the City to develop a Resilience Plan for the City of Cedar Falls. The contract was approved that night, but now may be reconsidered. Based on that, we wanted to provide some additional information that might address some of the questions that were asked at the prior council meeting. Attached are the following:

- The contract that was approved at the June 1st meeting. There are no changes to the contract, but wanted to provide the document again since it may be reconsidered.
- A summary that Perkins & Will provided for informational purposes only to address some of the council member questions that were brought up at the last meeting. Again, we thought this might be helpful information in making an informed decision.
- The full proposal that was submitted by Perkins & Will for informational purposes only. The proposal describes the team that will be working with the City and more detail about some of their past projects and their plans for the Cedar Falls' project. There may be slight differences in the proposal versus the contract since there were a few items that the City and Perkins & Will agreed to when developing the contract.

If you have any questions regarding the contract, the project, or the committee in general, please feel free to contact me.



AIA[®] Document B102[™] – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the first day of June in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
and the Architect:

(Name, legal status, address and other information)

Perkins and Will
IDS Center
80 South Eight Street
Minneapolis, Mn 55402

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Urban Planning – General resilience plan for the City of Cedar Falls, Iowa. The plan will be a conceptual document, not to be used directly for construction, bidding or high-accuracy reference. The comprehensive, exploratory and participatory planning required by the project is such that a precise description of the services or outcomes is not possible. The Scope document outlines deliverables based on activities, anticipated outcomes, calendar duration, the number of meetings (including public meetings and workshops), the anticipated report length and the allocation of labor. Some items are more precisely scoped than others.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(2016949072)

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

The scope of services is for a "Resilience Plan." See the attached exhibit for more detail

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 Notwithstanding anything within the full scope of this Agreement to the contrary, the Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Douglas Pierce, Senior Associate Perkins and Will

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3. Refer to the attached Exhibit A, Sustainability Plan Cedar Falls, Iowa dated 03-27-2019

(Paragraphs deleted)

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

Init.

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ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Following its good faith evaluation of the information provided, the Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Douglas Pierce, AIA
Senior Associate
Perkins and Will

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided, with limits no less than required of the Architect in Section 1.5.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

Init.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to, damages incurred by the Owner or Architect for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.1.4 NOT USED

§ 4.1.5 NOT USED

§ 4.1.6 The Owner acknowledges that the Architect and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any director, officer, or employee of the Architect, or its consultants, in the execution or performance of the Agreement, shall be made against the entity and not against any of their individual directors, officers, or employees.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be under the auspices of a recognized, neutral third-party professional mediation service experienced in handling construction disputes, or other mediation method or service acceptable to the parties, prior to undertaking any other dispute resolution action. A request for

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mediation shall be made in writing within a reasonable time after the claim, dispute, or other matter in question has arisen, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided

that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Architect is proceeding in reliance on Architect's understanding that Architect's services include administration of the Contract during the Construction Phase. Accordingly, the Owner may only terminate this Agreement (upon not less than seven days' written notice to the Architect) for the Owner's convenience and without cause prior to the Architect's commencement of the construction documents phase. Any termination for convenience or unilateral reduction in the scope or duration of the services of Architect or Architect's consultants after commencement of the construction documents phase by the Architect without the prior written consent and agreement of the Architect is a material breach of this Agreement. In the event of such termination or unilateral reduction without the prior written consent by and agreement with the Architect, in addition to and not in substitution of any other of Architect's termination or other rights under this Agreement, the Architect may at its sole option and discretion terminate this Agreement upon seven (7) days' written notice. In such event, the Owner shall have all information identifying the Architect and Architect's consultants removed from the Architect's deliverables (although the Owner shall have a license to use such deliverables for the Project), shall release the Architect and Architect's consultants from any liability arising out of or related to such termination, and will indemnify, defend and hold the Architect and the Architect's consultants harmless from any and all responsibility or liability (including liability for any and all claims) for the deliverables, the content of the deliverables, or the use thereof.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

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(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:
None
- .2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:
None

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

- One year from the date of commencement of the Architect's services
- One year from the date of Substantial Completion
- Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)
- At the completion of Substantial Services

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

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- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

5 % Annually

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The deliverable of electronic documents to the Owner shall be in PDF form or in the files native to their development (PowerPoint and / or Indesign) .

§ 7.4.1 Any use of, or reliance on, all or a portion of a file shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 Not Used

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§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Not Used

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to assert a claim or defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§8.1 Not Used

§8.2 Not Used

§8.3 PAYMENT DISPUTES

Within the time for payment to become due, the Owner shall examine the invoice for accuracy and completeness with respect to the relationship of services performed to the invoiced amounts during the invoiced time period. The Owner shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within this period and will pay any undisputed amounts. After such period, the Owner waives any question or objection to the relationship of services performed to the invoiced amounts, the format of or information on the invoice not previously raised. The Architect shall be entitled to recover all costs of collection, including attorneys' fees, incurred in enforcing any compensation provisions of this Agreement.

§8.7 WAIVER OF SUBROGATION

The Owner agrees to include in all agreements and documentation connected with this project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all of the other parties to the Project.

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ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

Other Exhibits incorporated into this Agreement:

Exhibit A – Sustainability Plan, Cedar Falls, Iowa
Exhibit: Terms and Conditions

In the event of conflict between the terms of "Exhibit A – Sustainability Plan, Cedar Falls, Iowa" and Exhibit "Terms and Conditions" on the one hand, and the terms contained in the other documents comprising this Agreement on the other hand, the terms of Exhibits "Exhibit A – Sustainability Plan, Cedar Falls, Iowa" and exhibit "Terms and Conditions" shall control.

.3 Other documents:

Perkins and Will Scope of Services dated May 13, 2020

This Agreement entered into as of the day and year first written above.



OWNER *(Signature)*

CONSULTANT *(Signature)*

(Printed name and title)

John Slack Associate Principal

(Printed name, title, and license number, if required)

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Exhibit A

**Sustainability Plan
Cedar Falls, Iowa**

03-27-2019

**INSURANCE REQUIREMENTS FOR
CONSULTANTS 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.

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 companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

insert project name
Cedar Falls, Iowa
City Project No. _____

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This 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.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

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Cedar Falls, Iowa
City Project No. _____

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional 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 contract, 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 contract. The limit of liability shall not be less than \$1,000,000.
9. **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.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (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, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa 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 of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, 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 this contract to the extent arising out of the errors, omissions or negligent 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 of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa 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 this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

insert project name

Cedar Falls, Iowa

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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 this contract to the extent arising out of the errors, omissions or negligent 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 or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: 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 this contract or arising out of the work performed under this contract. 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.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

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Cedar Falls, Iowa
City Project No. _____

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

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CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

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.

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.

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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.

insert project name
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED Business Name 123 Main Street Anytown, IA 0000	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Carrier should reflect rating of A-, VIII or better	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: 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 I/TR	TYPE OF INSURANCE	ADDL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/> <input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions	<input type="checkbox"/> <input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER CANCELLATION

City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	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
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

TERMS AND CONDITIONS

The following clauses shall be included in the final signed contract:

1. CHANGE IN SCOPE OF PROJECT.

No change in scope shall be permitted without the prior written agreement of both parties.

2. SUBSTITUTION OF PROJECT TEAM MEMBERS.

The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the Vendor. These personnel may also be changed for other reasons however, in either case, the City retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the City of Cedar Falls.

3. INSURANCE.

The Vendor shall at all times during the performance of this Agreement provide insurance as required by the attached Insurance Schedule

4. INDEMNIFICATION.

To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor's SubVendor, or anyone directly or indirectly employed by Vendor or Vendor's SubVendor or anyone for whose acts Vendor or Vendor's SubVendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

5. ERRORS & OMISSIONS.

In the event that the work product prepared by the Vendor is found to be in error and revision or reworking the work product is necessary, the Vendor agrees that it shall do such revisions without expense to the City, even though final payment may have been received. The Vendor must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be constructed as a limitation of the City's right to seek recovery of damages for negligence on the part of the Vendor herein.

6. SUBLETTING, ASSIGNMENT OR TRANSFER.

Subletting, assignment, or transfer of all or part of the interest of the Vendor in this Contract is prohibited unless written consent is obtained from the Director of Transportation Services and approved by the City.

7. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.

3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Falls relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

8. ASSIGNMENT.

The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

9. BID CURRENCY/LANGUAGE.

All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

10. BID INFORMATION IS PUBLIC.

The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting the bid any document to the City of Cedar Falls in connection with a bid, the submitting party recognizes this and waives any claim against the City of Cedar Falls and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Falls and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Falls arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

11. BID REJECTION OR PARTIAL ACCEPTANCE.

The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

12. CONFLICT OF INTEREST.

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

13. CONTRACT DOCUMENTS.

The Contract Documents are this Contract, the Request for Proposals, the Contractor's Proposal and Contract Proposal Pricing Form, and the following additional documents, if any.

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Proposals, the Contractor's Proposal and

Contract Proposal Pricing Form, and the following additional documents, if any.

14. DISPUTES.

Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, 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. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

15. FORCE MAJEURE.

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 therefore; 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 herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder 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. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give 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. LAWS AND REGULATIONS.

The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Black Hawk County, Iowa.

17. NO GIFT STANDARD.

The City of Cedar Falls is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value. Please reference City AP 4.10.

18. NON-COLLUSION STATEMENT.

Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the

employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY.

All Contractors that engage in contracts with the City of Cedar Falls, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familia status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

20. REGULATORY AGENCY COMPLIANCE.

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, DOT – Department of Transportation, and FTA-Federal Transit Authority. The City of Cedar Falls expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work performed.

21. SAFETY DATA SHEETS.

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Cedar Falls. City of Cedar Falls employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

22. TAXES.

The City of Cedar Falls is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

23. TERMINATION OF CONTRACT.

The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the

Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

24. WARRANTIES.

The Contractor shall perform pertaining to the Project as set forth in the Contract.

Contractor represents that the Project and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. 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 the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

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 of City or Contractor.

25. WARRANTIES - INTELLECTUAL PROPERTY.

Contractor represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Contractor represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract 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, firm, or corporation. Contractor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

Perkins & Will

SCOPE OF SERVICES

05.13.2020

Project Understanding

The project scope of work for the Cedar Falls Resilience Plan is primarily related to community empowerment and Resilience plan development. Key participants in the plan development include the Resilience Working Group, the public, the City staff and technical staff, along with City partners. Major themes for the plan will focus on the economic, environmental and social benefits of resilience.

Our team is prepared to deliver a Resilience Plan that addresses the cities key drivers:

- Unify existing, and developing initiatives and strategies that support resilience and emission reductions.
- Identify climate action strategies, implementation plans and metrics for measuring outputs and outcomes.
- Identify the community's desired strategies using a fairness and equity lens in order to ensure benefits for all members and groups of the community.
- Leverage partnerships and the community towards prioritized strategies in support of climate action.

The work will progress along the following timeline:

- May 2020 Project Awarded
- June 2020 Project Begins
- September 2020 Project Status Update
- November 2020 Specialized Actions submitted to City Departments for consideration during annual goal-setting and budgeting process
- November 2020 Full Draft Report Submitted
- December 2020 Final resilience Plan for City Council Approval



PHASE 1 – DISCOVERY

Phase 1 of the planning process will focus on developing a City and Community Team (CT) and Public engagement strategy, synthesizing previous studies, examining the existing conditions, and working with the stakeholders to define opportunities for the Resilience Plan around mitigation, adaptation and equity.

1.1 Community and Stakeholder Engagement Plan

Deliverable: Draft Community Engagement Plan that clarifies goals, roles, meeting schedule, workshop dates and public outreach and communication specifics. This will include a key understanding of the preparation and participation in key meetings and other community engagement activities.

1.2 Online Kick-Off and Planning Meetings with the City / Partners and other identified key stakeholders.

Deliverable: Agenda for kick off meeting, public participation and communications plan, and summary of meeting.

Agenda for Planning Meeting and finalized process plan.

Start Online Engagement

1.3 Review, analyze and integrate existing plans, initiatives, and other relevant planning studies.

Deliverable: An understanding of the issues, plans and strategies developed in previous planning efforts and synthesis of the illustrations and recommendations from each study, tool or policy.

1.4 Resilience Discovery Findings

Our early Mitigation, Adaptation, Resilience, Benefits, Social Equity, Partnerships Discovery analysis will be based on existing studies, available data and knowledge gained from interviews and workshops.

Deliverable: Resilience Discovery Findings as a slide deck that compiles information and summarizes findings regarding the short and long-term opportunities for climate action and resilience within the city and surrounding based on existing plans, reports and information. This information will ‘set the stage’ for starting Phase 2.

Scope of Services and Methodology

PHASE 2 — ONLINE WORKSHOPS

This phase will focus on outreach and identifying solutions for carbon mitigation, adaptation, social equity and overall resilience. Our team will actively synthesize their professional expertise with that of local stakeholders, the city, and the public.

2.1 Update Online Engagement

Deliverable: Online and print media including the project webpage (site), social media, online surveys and news outlets will be used as outreach to the community.

2.2 Online Workshop Series #1: Identify Opportunities and Options

A stakeholder interview and workshop charrettes will be the primary events to establish a vision, plan options, preferred direction and steps towards implementation of the final plan.

We will utilize recognized charette strategies to ensure that primary stake- holders and the public understand, contribute to, and feel ownership of the workshop options and concepts. This will be coupled with Rockefeller 100 Resilient Cities techniques around identify and addressing chronic shocks and stressors. The charrette agenda will be based on the following outline:

- **Online Primary Stakeholder Interviews and Workshop #1** occur on Day #1. The outcomes will help inform the Workshops to be held in Phase #2. Presentation to outline project purpose, existing conditions analysis and feasibility studies, roles and process and opportunities for involvement. The charrette team will elicit input on existing conditions, values, future vision, options and opportunities from the participants.
- **Online Public Workshop.** The Public Workshop follows the Stakeholder Interviews and Workshop to inform the Workshop. Presentation to outline project purpose, existing conditions analysis and feasibility studies, roles and process and opportunities for involvement. Charrette team will elicit input on existing conditions, values, future vision, options and opportunities from the participants.

Deliverable: Organize, lead and facilitate interviews and workshops. Capture all outcomes and post to a location assessable by the Stakeholders.

2.3 Prepare a Resilience Plan Outline Draft

- The ideas that are developed and key findings/ outcomes from Workshop Series #1 will be documented and summarized in an outline form.
- The workshop outcomes will be used to inform follow-up research, development and additions to the outline.

Deliverable: Resilience Plan Outline DRAFT

PHASE 3 — DRAFT RESILIENCE PLAN

This phase will focus on prioritizing and synthesizing the options and opportunities identified and developed in Phase 2.

3.1 Update Online Engagement

Deliverable: Update the project webpage (site), social media. Publish notices to news outlet.

3.2 Online Workshop #2: Prioritize Options and Scenarios

A two-workshop charrette process will be the primary event to establish synthesize prioritized options, opportunities and follow-up work from Workshop Series #1. Stakeholders will be invited to participate in the Community Team Workshop. The charrette agenda will be based on the following outline:

- **Online Primary Stakeholder Workshop #2** The charrette Team will use input from the Workshops in Phase 2 to develop synthesized Implementation Scenarios that identify key strategies, resources and phasing for related actions. The implementation strategies will also represent stakeholder and public input to inform project objectives, measures, and technical criteria.

Deliverable: Organize, lead, and facilitate the workshop. Capture all outcomes and post to a location assessable by the Stakeholder Team.

Scope of Services and Methodology

3.3 Prepare Near Final Draft Resilience Plan

The workshop outcomes will be used to inform follow-up research, development and additions to the outline. Follow-up will be performed by the consultant team, project stakeholders.

Deliverable: DRAFT Resilience Plan for review by the City, stakeholders and interested members of the public. Among many other items, the plan will identify topics, actions and metrics that could be developed as ordinances.

PHASE 4 – FINAL PLAN AND APPROVAL

This phase will focus on the creation of an Open House Presentation, comment opportunity and a Finalized Report.

4.1 Update Online Engagement

Online and print media including the project webpage (site), social media and news outlets will be used as outreach to the community.

Deliverable: Near final DRAFT Resilience Plan in the form of Slide Deck and outreach to the public about the Open House.

Online Workshop #3: Open House Presentation of Near Final Options and Scenarios

Workshop #3 will be structured as an iterative presentation in which content is presented as a series of short content sessions, with each session followed by a question, answer and comment period.

Comments will be used to make modest adjustments to the near final DRAFT as part of finalizing the Resilience Plan.

Deliverable: Online Public presentation of the near final DRAFT of Resilience plan to an Open House forum with comments.

Collection of final comments from the City, Stakeholders and Public.

4.3 Finalize Resilience Plan

Deliverable: The Consulting Team will prepare a final Resilience Plan with modest updates from the City, Community Team, Stakeholders and Public. Final report is anticipated to be a 20 to 25 page combination slide deck / report.

The plan will be conceptual for use as a guidance tool. Implementation costs for action items (and inaction) relative to water resource management and carbon management will be defined as "High," "Medium," or "Low,"

Scope of Services and Methodology

Featured components of our approach to community Online engagement include:



Community Workshop

A Workshop will provide a forum to involve local residents and other

stakeholders in a meaningful dialogue about the Resilience Plan. The primary intent of the workshops are to augment the background analysis, brainstorm with the community to define strengths, weaknesses opportunities and threats. The workshops emphasize hands on, interactive and fun activities. We would recommend three workshops.



Listening Sessions / Focus Groups

Focus group meetings will allow the project team to host deeper conversations

and receive detailed information from stakeholders who have an interest and knowledge of previous work or issues related to the Resilience Plan. These conversations will help the project team refine the plan's vision and direction and ensure that the concerns of groups with specific issues (for example, city staff and departments, property/business owners) are included early on.



Project Website

The project website offers an opportunity to provide an overview of the project and inform members of the public. It provides an avenue to share project progress and to build interest and grow participation for the in-person workshops and open houses. We have generated project specific websites using Square Space as well as hosted sites such as Social pinpoint. Social media accounts have also be used successfully.



Communication Efforts

A key to the success of the planning process will be to engage the public,

encouraging participation in the dialog at each public meeting. It is important the public is informed about the planning process and that they are familiar with the work that has been done to date. We will assist the City with preparing materials for use on the project website, blogs, newsletters, e-mail distribution lists, public notice advertisements, direct mailings, local newspapers, and other means of communication with the participants and community-at-large.

Some examples of our communication efforts include:

Social Media: Creation of a Facebook page and Twitter channel can help drive visitors to the project website so they can view project updates and information as they are uploaded. Similarly, Facebook and Twitter can be used to share information about upcoming in-person workshops and increase participation at those events.

News Releases, e-Newsletters and Media Alerts: These can be authored and submitted to contacts at local and regional news outlets, websites, and public access outlets. News releases and media alerts can be a useful tool to update the public on major project milestones, community meetings, significant findings and recommendations, and overall project successes.

Online surveys and real time polling: These tool summarize responses for all involved. Real-time polling can be used to give a visual representation to a workshop in real time. On-line surveys can be authored and sent out for the public to comment or the project at a time that works for their schedule.

Resilience and Climate Adaptation

We will focus on adaptation, resilience and social equity to deliver the follow outcomes as defined by the city:

- **Adaptation, Mitigation and Resiliency:** The Resilience Plan should identify climate science predicted increased negative climate impacts and should incorporate appropriate mitigation, resilience and adaptation throughout.
- **Benefits Framing:** The Resilience Plan should reinforce the benefits of resilience action and focus on how the plan’s elements will improve community well-being. The Resilience Plan should discuss both the costs of inaction and discussing the costs of the recommended action.
- **Social Equity:** The Resilience Plan should detail impacts on different communities and groups in Cedar Falls, and how the implementation will incorporate social equity and empowerment considerations; and
- **Partnerships:** The Resilience Plan should incorporate actions that partners should prioritize, and ways the community can leverage these partnerships to initiate stronger climate action.

The overall resilience plan team, including the resilience committee, will collectively identify resilience strategies integrated across diverse sectors of the Cedar Falls economy, infrastructure and community. The intent is to generate co-benefits and create high-value return for the overall community of Cedar Falls on the economic, environmental and social capital invested by city, the community, organizations, businesses and individuals.

Water Resource Plan

The team will listen to the City and stakeholder needs during the engagement phase, canvas the City’s ongoing flood risk reduction efforts, and the city’s overall relationship with the river and water to develop a Water Resourcing Planning component to the resilience plan. This will include a **Resilient Water Opportunities** section and an **Extreme Weather and Climate Adapted Flooding Vulnerability Assessment**. The opportunities plan will focus on the co-benefits of adapting to increased flood and torrential rain risk in ways that collectively enhance the quality of place and life in Cedar Falls.

The assessment will summarize the City’s existing flood risk reduction strategies related to extreme riverine flooding, urban flash flooding from extreme precipitation and possible groundwater level changes. assessment will summarize Cedar Falls trends relative to these hazards and possible future impacts to vulnerable City facilities, residents, businesses and key infrastructure.

The Resilient Water Opportunities Plan will use the vulnerability assessment insights and maps to craft risk-reduction strategies that are integrated with urban land, Infrastructure and amenity potential within Cedar Falls. The plan will also action items and additional targeted technical studies to reduce long-term water based risks to the community, while improving the urban, neighborhood and ecological environments for the overall community of Cedar Falls.

Systems Oriented GIS Data Analysis

As a fundamental resilience deliverable, our team will evaluate the intersection of long-term future scenarios surrounding riverine flooding and flashing flooding on infrastructure, essential amenities and vulnerable populations using science based systemic scenario thinking coupled with GIS mapping.

We can use this same approach to explore other key topics as defined by stakeholders and workshop groups. These area might include evaluation of opportunities and risk areas for extreme heat incidents and access to cooling shelters, along with other equity topics such as affordable housing. Based on the availability of existing data sets, other factors could include but are not limited to areas at risk for high levels of pollution exposure, limited access to public transit and or city institutions, and city infrastructure vulnerabilities based on the availability of existing data sets.

Ease of access to GIS data, and labor allowances will be used to maintain an appropriate scale and quantity of GIS mapping efforts.

Energy Analysis for Mitigation and Adaptation

We will provide a detailed ResiliencePlan using a Wedge analysis across multiple categories including residential energy, commercial energy, industrial energy, transportation, water, and paths toward Zero Waste. That work stream will be leveraged and combined with our climate adaptation knowledge to explore scenarios around the intersection of carbon mitigation, temperature change, renewable energy, energy efficiency and energy security for short-term crisis conditions and long-term energy independence at a citywide and regional scale.

Scope of Services and Methodology

Carbon Planning

With the strong focus of carbon emissions reductions our approach for this portion of the work will be to:

- Define Cedar Falls’ emissions reduction goal based on the latest climate science.
- Identify mitigation strategies based on available emissions data and / or emissions proxies.
- Leverage our community engagement process to incorporate new strategies that represent the community’s needs and values.
- Prioritize strategies based on a nuanced understanding of the potential impacts on emissions, life-cycle costs, social equity, and resilience.
- Provide implementation resources and tracking methods that empower and engage residents, businesses, and institutions to move from planning to action.

In addition to relying on our carbon planning experience and access to global best practices, our work will be informed by feedback from Cedar Falls stakeholders, ideas generated by community members, and insights from the concurrent work on adaptation and resilience planning.

The carbon planning scope will include the following tasks:

Develop a bold and transformative long-term vision for community-wide emissions.

- Based on the most current climate science, our team will evaluate Cedar Falls current status and assist in establishing appropriate emission reduction goals. We will engage stakeholders to discuss topics such as the implications of shifting to a carbon budget or leveraging achievable near- term milestones to support an aggressive long-term goal. We will also propose goals by sector (e.g. transportation) and by energy source (e.g. electricity) that reflect feasible timelines for transformative change.
- Our team will develop a list of strategies in the residential, commercial, industrial, transportation, water and waste sectors that would contribute to achieving the community’s greenhouse gas reduction goal(s).

- Leveraging the tools and expertise we have developed through our scenario planning experience our team will develop a wedge analysis to demonstrate the contribution of individual strategies toward Cedar Falls’ overall greenhouse gas reduction targets, aiming to demonstrate a feasible roadmap to achieving the community’s goal.

Deliverable: Reduction Targets and Implementation Strategies

Utilizing the community-wide greenhouse gas inventory provided by the City of Cedar Falls:

- Help develop a long-term resilience vision with science-based targets.
- Identify implementation strategies with general recommended timelines (short, medium, long-term).
- Quantify each proposed measure’s potential emission reduction.
- Estimate feasibility (technical) of strategies.
- Help ensure the collective actions positively impact all populations and move the city toward greater social equity. (Assuming this will be strongly rooted in the community engagement work)
- Develop a wedge analysis to understand the contribution of individual strategies toward the overall GHG reduction targets.

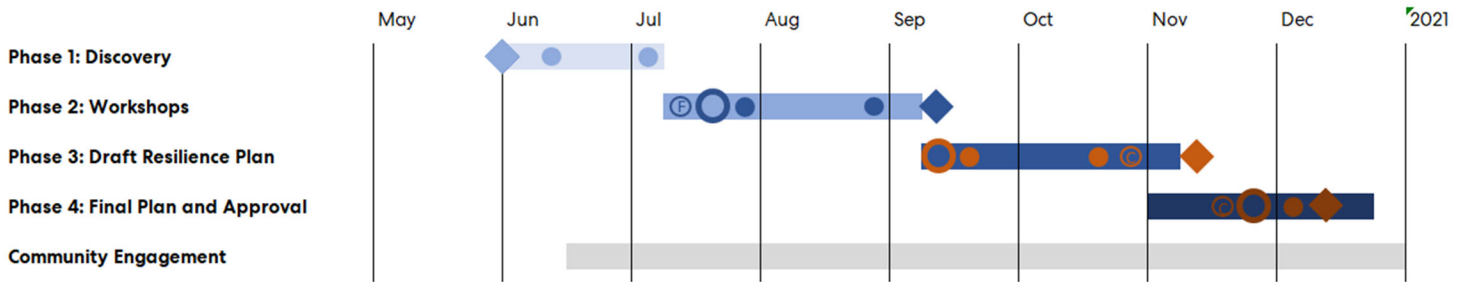
Deliverable: Toolkit for Action

- Develop a system for monitoring and evaluating progress utilizing CDP
- Develop standard operating procedures for completing annual GHG emissions inventories (Municipal & Community-wide) and provide templates for completing.
- Develop a template for an annual report that can easily be communicated through a variety of media.

Perkins&Will

PROJECT SCHEDULE (UPDATED)

Cedar Falls Resilience Plan



- Project Kick-off
- *Core Team Workshop / Meeting
- **Stakeholder Focus Groups and Check-ins
- ***Public Workshop
- Resilience Plan Outline Draft
- Stakeholder Workshop(s)
- Submit Near Final (Full) Draft Plan
- Open House Presentation, Q+A, Comments
- Submit Final Plan for City Council Approval

Note: All Meetings, Presentations and Workshops are Virtual (Online)
 *Core Team: Resilience Working Group (7-8 People)
 **Stakeholders: Invited participants who are interested and knowledgeable of previous work or issues related to the Resilience Plan
 ***Public: Local residents and stakeholders

Cedar Falls Resilience Team Plan Labor Hours

Perkins & Will

John Slack	25
Doug Pierce	120
Support	60

LHB

Becky Alexander	150
-----------------	-----

Barr Engineering

Matt Metzger	80
Support	50

General Resilience Plan

Resilience Team	120
	605

Cost Proposal

Phase 1: Discovery

Phase 2: Outline and Special Actions

Phase 3: Draft Plan

Phase 4: Final Plan and Approval

SUMMARY OF SERVICES

Engagement

Integrative Resilience Planning

Carbon Planning

Water Resource Planning

Total

\$87,500

Includes reimbursables up to \$2,000 for licenses fees or similar attributable to virtual (online) services. All project workshops, meetings and presentations including public meetings and workshops will be conducted online.



CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY)
6/28/2019

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).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1078545 PERKINS+WILL, INC. ATTN: RICHARD NEMETH 2 BRYANT STREET SAN FRANCISCO CA 94105	INSURER(S) AFFORDING COVERAGE NAIC #
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	INSURER B: Endurance Risk Solutions Assurance Co 43630
	INSURER C: Lloyds & London Co
	INSURER D: Zurich American Insurance Company 16535
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COVERAGES *** CERTIFICATE NUMBER: 11480890 REVISION NUMBER: XXXXXXXX

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.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	GLO0926401	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP0926404	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	EXC10007382704	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0926402	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE 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
C	PROFESSIONAL LIABILITY	N	N	LDUSA1901441	7/1/2019	7/1/2020	\$2,000,000 PER CLAIM/\$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATE HOLDER 11480890 SAMPLE	CANCELLATION 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
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Memo

Date: 6.11.2020

To: Ron Gaines, Jennifer Rodenbeck, City of Cedar Falls

From: Douglas Pierce

Re: Resilience Plan Scope of Work proposed by Perkins and Will

RE: Cedar Falls Resilience Plan - Scope, Intent and Process Clarifications

We are pleased to provide scope and process clarifications for the Cedar Falls City Council. We appreciate the scope and process questions as we found them to be informed and thoughtful.

Environmental, Social and Economic Considerations

We see the Cedar Falls Resilience Plan (previously the Sustainability Plan) through an interdisciplinary lens that crosscuts economic, environmental, and social topics. During the development of sustainability and resilience plans, always seek to identify actions that can leverage co-benefits across those major topics. This intention is stated most clearly in the cover letter of our full proposal submitted in February.

Our proposal is designed to address community-specific issues that go beyond carbon planning. The labor hour breakout located on Page SC8 near the back of the contract shows 120 hours for "General Resilience Plan, Resilience Team." This time is intended for addressing community and stakeholder-driven topics and actions that extend beyond carbon and water.

Although it does not explicitly identify the line-items, the fee generally allocates project time and resources into roughly five areas:

- 20% Community and stakeholder engagement and communications.
- 20% Community and stakeholder-driven sustainability and resilience topics.
- 20% Community energy use, carbon reductions, and infrastructure topics.
- 20% Community water, stormwater, land, and infrastructure topics.
- 20% Economic, social and environmental co-benefit identification, overall plan and topic synthesis, coordination, graphics.

\$2,000 of our gross fee is allocated to reimbursable expenses. Those reimbursable expenses were originally focused on travel and lodging expenses. As of COVID 19, we have re-allocated the \$2,000 to cover special cloud-based software expenses for online engagement. We anticipate the \$2,000 will cover a significant amount, if not all of those expenses. We also anticipate potentially greater community participation than through in-person meetings, although that participation will be structured differently.

Date: 6.11.2020

Re: Resilience Plan Scope
of Work proposed by Perkins
and Will

Project Goal: Integration and Guidance for Project Prioritization

One primary goal of the plan is to provide a synergized perspective on multiple high-value city and community activities and priorities that are currently in motion. These existing actions can be blended with actions identified during the project's Discovery Phase community and stakeholder workshops.

The integration of multiple actions into 'composite systems' increases the effectiveness and efficiency of individual action items while reducing unproductive redundancy and cost. For example: If distributed solar energy is deployed correctly it can simultaneously reduce carbon emissions, improve outdoor air quality, provide for pollinator habitat, create high-value local installation and maintenance jobs, offer citizens, local banks and businesses the opportunity for economic investment with a good ROI, provide for resilience in the local energy grid or at the level of individual facilities and homes during emergencies, and create significant brand and public relations value for the community of Cedar Falls and UNI for attracting talent and new residents. This is just one example. The Resilience plan can help to identify and provide integrated value mapping for more than one system to illustrate co-benefits and help the community make solid decisions about where to wisely invest limited dollars, social capital, and time.

Payback Balancing

The stewardship of citizen and taxpayer money, resources, health, safety, and quality of life is always an important part of resilience planning. As a result, one primary goal of our work on resilience plans is to identify and prioritize high-value actions that improve social and environmental conditions while saving the community money and resources. Unlike private businesses and institutions which have a primary responsibility to stockholders and owners, cities and communities have intergenerational responsibilities with a primary responsibility to a wide array of *stakeholders*, making a mix of both near-term and long-paybacks an appropriate and fiduciary necessity. A strong resilience plan should identify opportunities for both with an emphasis on long-term strategies as private organizations frequently fulfill shorter-term needs. This approach goes together with the integration and project prioritization approach described above.

COVID 19 and Change

COVID-19 makes the Cedar Falls Resilience Plan even more relevant than it was three months ago. Long-term historical trends and projections for health, social equity, weather, climate, and economics point to a future in which change will be ongoing, and challenging. The anticipation of ongoing change is why we recommended shifting the plan perspective from sustainability to resilience during our interview. Sustainability and resilience both address environmental, economic, and social issues, but resilience overtly includes creating and maintaining the capacity to not only be sustainable but to also be flexible and adaptive to change.

Date: 6.11.2020

Re: Resilience Plan Scope
of Work proposed by Perkins
and Will

Pandemics like COVID 19 are a perfect example of the change expected. For those that are ready, the volatility will open a window of opportunity to a better world. For those that are not ready, the change will be damaging. C19 will have impacts on society but it will most likely be late in 2022 or 2023 before the world starts to know what changes will be permanent. For example, the 1918 Spanish Flu pandemic provides some insight. The 1918 pandemic saw a serious pullback in normal activity, with a rebound towards our 'previous normal' after the virus subsided, with *some* resulting change, but it was not as extreme as one might expect.

Over the next 6 months, Cedar Falls should be actively planning for a more sustainable and resilient near, and long-term future for itself. Planning now, not later, is essential so that your community, your organizations, and individual citizens are ready to act as the economy and society begin to regenerate after COVID-19. With a resilience plan at the ready, Cedar Falls can help lead the way forward. For yourself, the region, and beyond.

Cedar Falls and the region are blessed with an abundance of resources, knowledge, and skill that can be used not only to address the shocks and stresses of socio-economic disrupters like COVID-19, but other high impact events like rapid shifts in international policy, increasingly potent extreme weather (torrential rains, riverine flooding and periods of drought), and environmental degradation. Cedar Falls has existing momentum around this topic, putting you in the perfect position to plan now for resilience in the face of a volatile future.

Perkins&Will

February 20, 2020

Ron Gaines, PE

City Administrator, City of Cedar Falls
220 Clay Street, Cedar Falls, IA 50613
Ron.Gaines@CedarFalls.com

Re: City of Cedar Falls Sustainability Plan Proposal

Dear Ron,

We are pleased and excited to submit a proposal for the Cedar Falls Sustainability Plan. This is a terrific opportunity for Cedar Falls to create a 'next generation' plan, focused on positive economic, environmental, and social change that also includes climate resilience and adaptation. We are pioneers of sustainability planning for communities nationwide but more importantly we are exceptional at mobilizing communities towards positive change and are excited to bring our experience to Cedar Falls.

Our team is comprised of experts in sustainability, resilience, climate emissions and equity. We each have interdisciplinary knowledge that allows us to be excellent collaborators and synthesizers. And we are all deep experts in specific areas: Becky Alexander in energy and carbon accounting, Mark Metzger in stormwater, flooding and flash-flooding and myself in resilience, workshopping, social media, and policy. We are well qualified and prepared to facilitate development of your Sustainability Plan.

We will bring to the project an efficient, but inclusive process that will leverage all your available resources to the greatest extent possible. We have developed cutting edge resources like the USGBC's newest sustainability and resilience rating system, RELi, which is highly adaptable and scaleable. And we've developed internationally recognized climate plans, such as Climate Ready D.C. which competed toe to toe with other cities like San Francisco, Rotterdam and Hong Kong to win the Bloomberg 4 for Tomorrow award in 2017.

We'll combine the knowledge, benchmarking, strategies and tactics from our pool of cutting-edge work with the specific data, science, needs and wants of Cedar Falls to create a customized, and actionable sustainability plan can lead the community into a even more vital and living future.



Douglas Pierce, AIA, LEED® Fellow, RELi AP
Project Manager, Director of Sustainability
t. 612.251.2062 e. douglas.pierce@perkinswill.com

IDS Center
80 South Eighth Street, Suite 300
Minneapolis, MN 55402

www.perkinswill.com

Sustainability Plan for Cedar Falls, Iowa

Technical Proposal

Let's set a new standard.





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Section 01.

Letter of Transmittal

Perkins&Will

February 20, 2020

Ron Gaines, PE

City Administrator, City of Cedar Falls
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Ron.Gaines@CedarFalls.com

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Minneapolis, MN 55402

www.perkinswill.com

Section 02.

Profile of Consultant

We believe that design has the power to make the world a better, more beautiful place.

That's why clients and communities on nearly every continent partner with us to design healthy, happy places in which to live, learn, work, play, and heal. We're passionate about human-centered design, and committed to creating a positive impact in people's lives through sustainability, resilience, well-being, diversity, inclusion, and research. Our global team of creatives and critical thinkers provides worldwide interdisciplinary services in architecture, interior design, landscape architecture, and more.

Founded in
1935

Studios
25

Total Staff
2700+

Minneapolis Staff
65

Firm Award 2019
AIA Minnesota

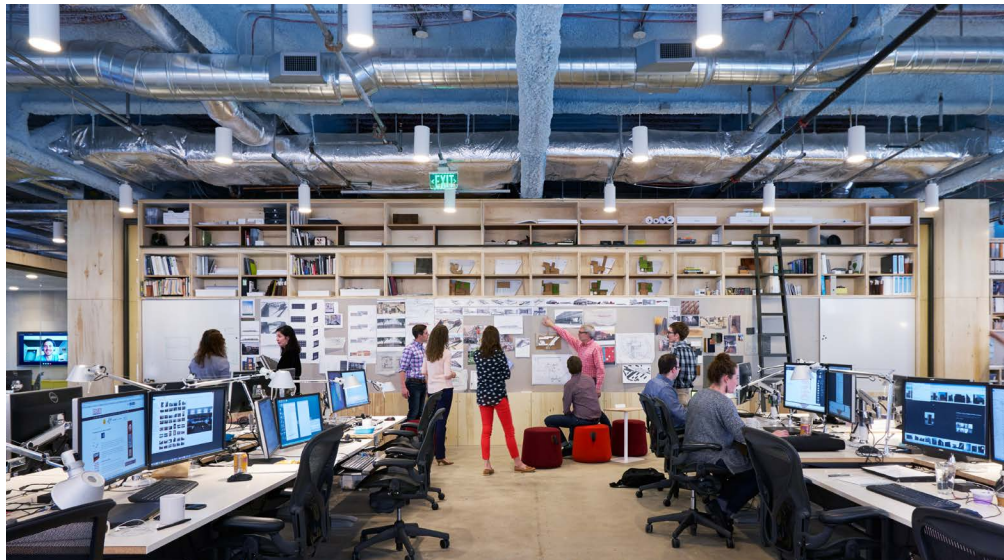
Most Innovative Companies in Architecture 2018

Fast Company

#2

Architecture Firm, 2019

Architectural Record and Interior Design Magazine



Our Minneapolis Studio

Our entrepreneurial studio is fueled by curiosity, possibility, and making the world a better place. We geek out on research, data, and metrics to help get us there. We are no stranger to asking questions, taking risks, and experimentation; we have collectively incubated ideas that have transformed into industry-changing standards, policies, master plans, environments, and buildings that are creating a more resilient, equitable, and sustainable future.

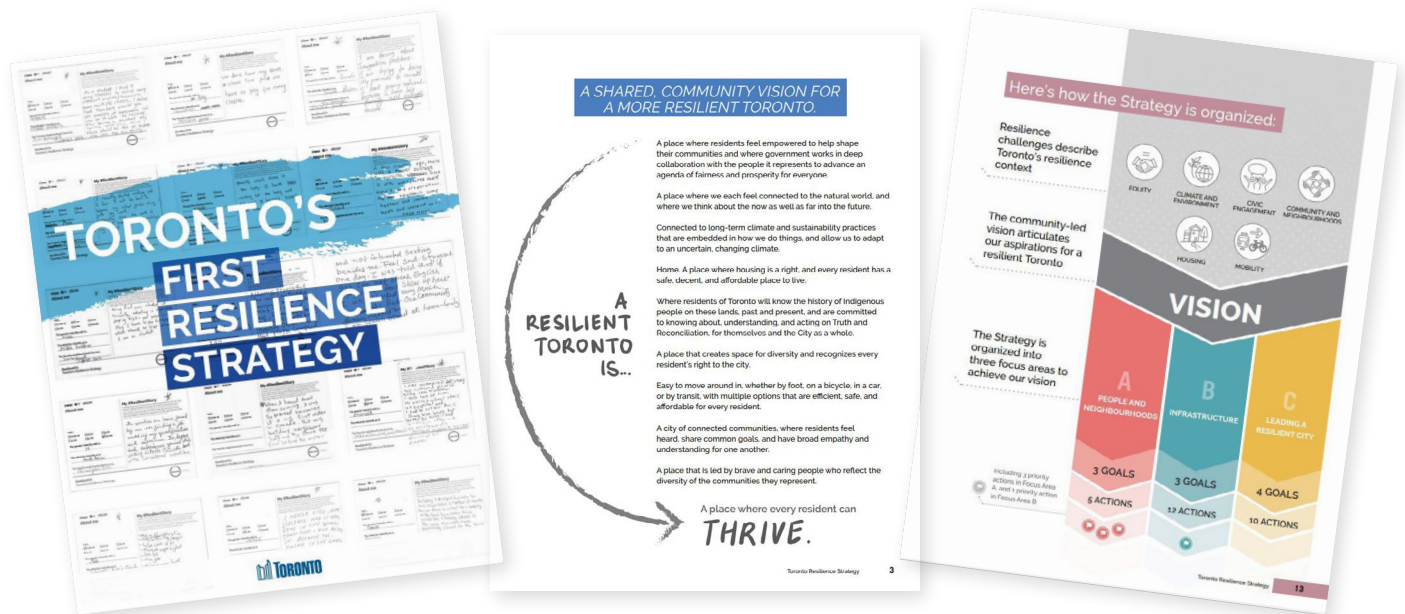
Perkins and Will Minneapolis

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t. 612.851.5000 perkinswill.com

Principal Officers

Tony Layne, Managing Director
Jennifer Christiansen, Director of Operations
David Dimond, Design Director
Jeff Ziebarth, Principal
Lisa Pool, Principal

Profile of Consultant



↑
 The City of Toronto recently released their first Resilience Strategy with Perkins and Will as Strategy Advisor. The Strategy was put in place to help Toronto survive, adapt and thrive in the face of any challenge.

Sustainability Planning, Resilience and Community Empowerment

Designing for Life

For nearly a quarter of a century, we've been at the vanguard of the sustainability movement - leading through design, and by developing industry benchmarks and guidelines. Sustainable design has shown itself to be broad and deep inspiring new perspectives, important metrics and above all an increased level of complexity. It takes talent to tame that complexity and leverage it's potential. We're at the leading edge of that effort and we've redefined sustainability as just one of the interconnected perspectives that form a greater, more meaningful whole. It's a philosophy we call Living Design. This new approach expands on our fundamental green building ethos to seamlessly embody five essential perspectives: sustainability, resilience, regeneration, inclusion, and well-being.

Designing to Withstand the Unpredictable

We help communities prepare for—and protect themselves from—natural and man-made shocks like hurricanes, super storms, droughts, sea-level rise, heat waves, wildfires, and earthquakes. Even social volatility and economic stress.

Places that are designed, planned, and organized for resilience have a significantly greater chance of weathering physical trauma and social provocations. They're also much more likely to regenerate and prosper afterward.

Profile of Consultant

S-E-E: Social, Economic, and Environmental Resilience

Climate change is a critical part of resilience. But it's really only one-third of the bigger picture. True resilience takes into account social and economic concerns, too. Our S-E-E approach to resilience provides more holistic protection to our clients and communities.

Setting the Resilience Standard

In 2012, Doug Pierce developed one of the world's most comprehensive resilience consensus standards. Today, RELi has been formally adopted by the U.S. Green Building Council, and is poised to become a global rating system similar to LEED.

Health Districts for Community Resilience

Resilience starts with people. The healthier we are, the more resilient we are. We're helping institutions partner with their communities to plan resilient health districts that feature green infrastructure, sustainable buildings, and health-supporting amenities—all within reach.

As a resilient community educator, industry activist, and author of the RELi Resiliency Action List + Catalog to develop next generation communities, neighborhoods, buildings, homes, and infrastructure, **Doug Pierce** has become both a pioneer and leader in resilient, sustainable, and high-performance design. He also calls the Midwest home and will lead the Cedar Falls Sustainable Plan team as Project Manager.



←
Project Manager Doug Pierce leading a sustainability planning session in Minneapolis, Minnesota.

Profile of Consultant



↑
 LHB created and leads the Regional Indicators Initiative providing local governments with planning tools and actual results to measure progress towards their energy and carbon reduction goals.

Carbon and Energy Planning



LHB’s Research Group focuses their work on achieving regional greenhouse gas emission reduction targets through a range of projects from the city to state scales. **They address key categories including**

climate, wellness, water, resources, ecology, prosperity, and community to help clients identify and meet their sustainability goals.

For ten years, LHB has led the region in promoting data-driven community greenhouse gas emissions reductions. Their expertise in collecting, tracking, and communicating data in communities throughout Minnesota through creation and leadership of the Regional Indicators Initiative (RII) and LoGoPEP (Local Government Project for Energy Planning) will enable our team to assist the City of Cedar Falls in efficiently gathering data and presenting the findings to community stakeholders.

Utilizing the RII Wedge Tool, LHB works with local governments across the region to quantify the impact of municipal, commercial/ industrial, and residential efficiency strategies on greenhouse gas emission reductions to inform community goals and priorities. Lessons learned from work on the creation of two Sustainability Plans in communities similar in size to Cedar Falls will be applied to the City’s Plan.

LHB Minneapolis
 701 Washington Ave North #200
 Minneapolis, MN 55401
 t. 612.338.2029
 f. 612.338.2088
 lhbcorp.com

Profile of Consultant



↑
Barr worked with the Watershed District to facilitate a planning process that engaged municipalities in the risks of climate change, current and anticipated impacts, and planning to provide community resilience.

Water Resource Management



Barr Engineering Co. is an employee-owned consulting company integrating engineering and environmental expertise to help clients develop, manage, and restore natural resources. Our more than 800 engineers, scientists, and technical support specialists serve the power, mining, manufacturing, and fuels industries, as well as natural-resources management organizations and municipal, state, and federal agencies. Incorporated as an employee-owned firm in 1966, Barr is headquartered in Minneapolis and has nine additional offices in the U.S. and Canada.

Our commitment to natural resources and enhancing the public realm remains strong. More than 100 of our Minneapolis-based engineers and scientists are engaged in water resources engineering and design, stormwater management, wetland management, limnology, and landscape ecology. Our breadth and depth of experience means that we can provide an innovative solution to any water and natural resources challenge we encounter.

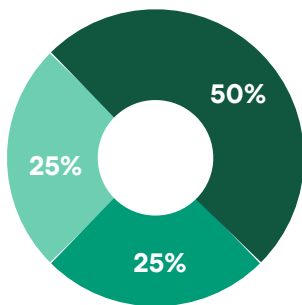
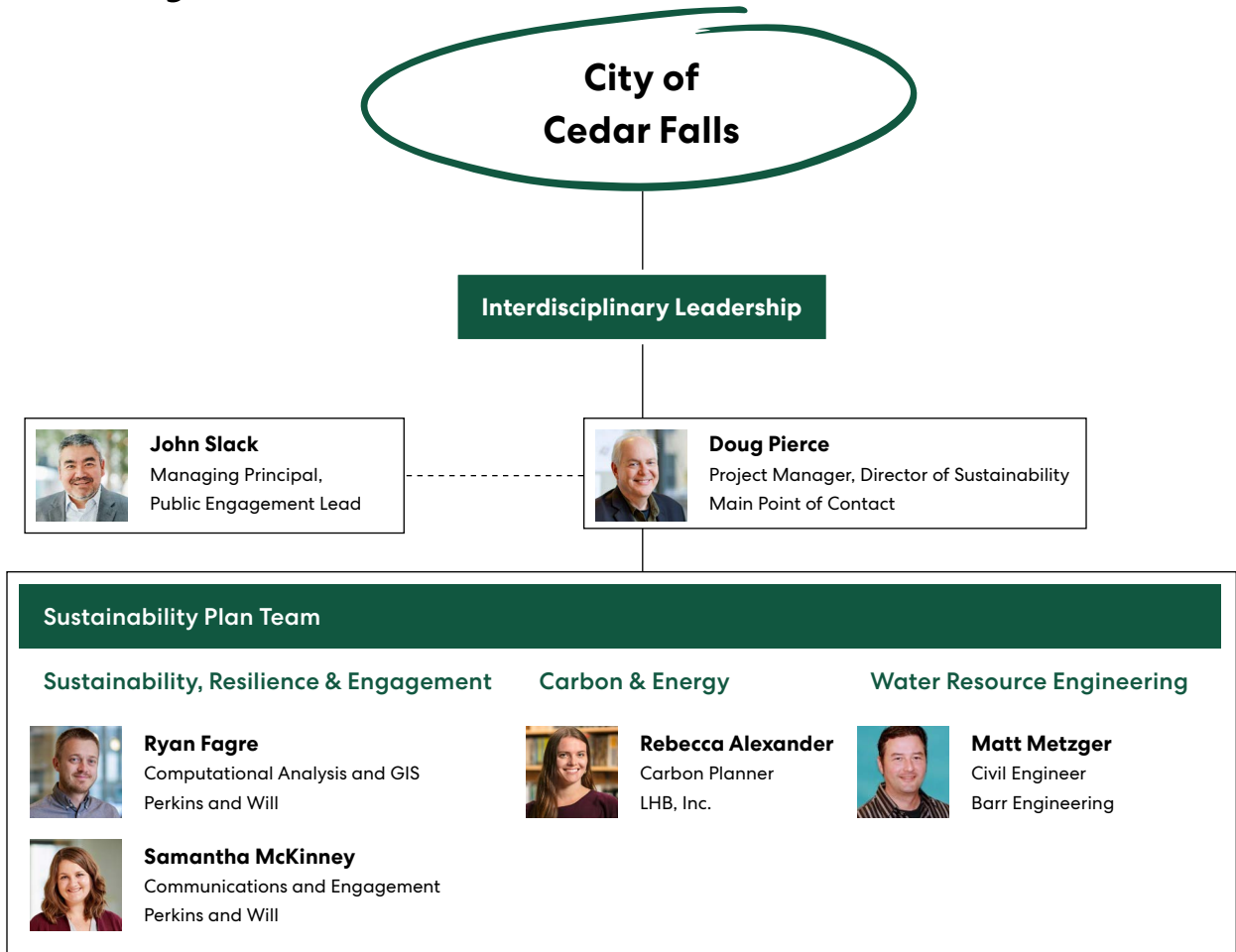
Barr Engineering Minneapolis
4300 Market Pointe Drive, Suite 200
Minneapolis, MN 55435
t. 952.832.2600
f. 952.832.2601
barr.com

Section 03.

Qualifications

Qualifications

Well Rounded Whole Systems



% of Work by Firm and Location

- Perkins and Will / Minneapolis, MN
- LHB, Inc. / Minneapolis, MN
- Barr Engineering / Minneapolis, MN

Our team shares decades of extensive community engagement, public outreach, and target audience experience working with both public agencies and private entities to deliver shared community goals and project consensus. We represent a vast expertise in climate adaptation planning, neighborhood planning, public realm planning, architecture and economic planning. We know and understand how to apply systems thinking to bring together wide ranging issues of varying scale and timelines to create productive wholes.

Douglas Pierce, AIA, LEED® Fellow, RELi AP

Project Manager, Sustainability Director



Cycling from research, to practice, to policy, and back, Doug's work as an architect, advocate, researcher, author, and teacher is a continuous loop that has advanced living design across our industry. Combined with his dedication to mentorship and volunteering, his work has empowered both professionals and students alike to take on the world's most challenging issues through design.

In his mission to build a better world inspired by nature, Doug is notorious for creating paths where there are none to follow. From advocating for AIA2030 Energy Targets, to championing Minnesota's first LEED NC Platinum Building, to co-leading Perkins and Will's Sustainable Design Initiative, Doug is now recognized as a LEED Fellow. His systems-based thinking led him to author RELi – an actionable checklist to help designers create resilient communities, buildings, and infrastructure to withstand shock. RELi has since been adopted by the U.S. Green Building Council, becoming the world's first resilient design standard.



Education

Bachelor of Architecture

Cum Laude
Kansas State University

Registrations

Registered Architect

Missouri

Accreditations

RELi AP

U.S. Green Building Council®

LEED® Fellow

U.S. Green Building Council®

Sustainable Materials Rating Technology (SMaRT)

Accredited Professional

Project Experience

Department of Energy and Environment

Climate Ready DC
Washington, DC

100 Resilient Cities

City Resilience Strategy
Toronto, Ontario; Louisville,
Tennessee; Minneapolis,
Minnesota

City of Duluth

Irving+Fairmount Brownfields
Revitalization Plan
Duluth, Minnesota

City of Faribault

- Faribault Downtown Master Plan
- Parks and Open Spaces Master Plan
Faribault, Minnesota

US Environmental Protection Agency

Greening America's
Communities
Oklahoma City, Oklahoma
Mexico Beach, Florida

Minneapolis Park and Recreation Board

Bde Maka Ska + Lake Harriet
Master Plan
Minneapolis, Minnesota

St. Olaf College

Campus Resilience Plan Update
Northfield, Minnesota

City of Minneapolis

The Consolidated Office
Building Pre-Design
Minneapolis, Minnesota

St. Louis County

Government Service Center
Duluth, Minnesota

University of Minnesota

Bell Museum + Planetarium
St. Paul, Minnesota

Great River Energy

Headquarters
Maple Grove, Minnesota

Laurentian Environmental Center

Minneapolis, Minnesota

Microsoft

Corporate Campus Plan +
Implementation
Fargo, North Dakota

Regenerative Design

Republic of Maldives

Target Corporation

LEED Consultant
T-2004 Prototype
McKinley Park, Chicago Illinois
LEED® NC Certified
Allen Park, Michigan
LEED® NC Certified
Davis, California
Pursuing LEED® NC Certification
Peterson Avenue, Chicago
Illinois LEED® NC Certified

Wells Fargo

East Town Administrative
Offices
Minneapolis, Minnesota

John Slack, PLA, OALA, ASLA, LEED AP® ND, RELi AP

Managing Principal, Public Engagement Lead

Having traveled to every US state except Alaska with his military family, John grew fascinated by how people use urban spaces, and how buildings interface with them. As an urban designer and landscape architect, John’s work is influenced by his love for nature, art, and design, as well as his Japanese culture, which was bestowed upon him by his mother. His admiration for the minimalistic characteristics of historic Japanese sites is reflected in his design process, where he carefully considers how to scale back a design. With rigor and dedication, he seeks to simplify and clarify.

A long-term mentor with ULI and city volunteer, John seeks to serve his broader community and believes in the strength of the relationships to get things accomplished. He knows he’s successfully engaged his audience when he starts to see a shift in their mindset - from ‘we can’t’ to ‘I hadn’t considered that before.’



Education

Bachelor of Science, Landscape Architecture
University of Wisconsin, Madison

Registrations

Registered Landscape Architect
State of South Dakota #10983; State of Wisconsin #589-14; State of Minnesota #26964; State of North Dakota #82; State of Michigan #3901001685; Ontario Association of Landscape Architects

Accreditations

LEED AP® ND
U.S. Green Building Council®

RELi AP
U.S. Green Building Council®

Project Experience

- City of Cedar Falls, Iowa**
College Hill Area Redevelopment and Streetscape Project
Cedar Falls, Iowa
 - City of Cedar Falls, Iowa**
Downtown Plan
Cedar Falls, Iowa
 - City of Cedar Falls, Iowa**
North Cedar Neighborhood Plan
Cedar Falls, Iowa
 - 100 Resilient Cities City Resilience Strategy**
Toronto, Ontario; Louisville, Tennessee; Minneapolis, Minnesota
 - City of Duluth**
Irving and Fairmount Brownfields Revitalization Plan
Duluth, Minnesota
 - City of Faribault**
 - Faribault Downtown Master Plan
 - Parks and Open Spaces Master Plan
- Faribault, Minnesota

City of La Crosse

Highway 53 Corridor Plan
La Crosse, Minnesota

City of Minneapolis

The Consolidated Office Building Pre-Design, and Resilience Framework
Minneapolis, Minnesota

City of Minneapolis

Second Street Green Infrastructure Project
Minneapolis, Minnesota

City of Minneapolis

Resilience Plan
Minneapolis, Minnesota

City of Rochester

Second Street Streetscape Project Phase II
Rochester, Minnesota

Cities of Roseville, Maplewood, Saint Paul

Rice Street/Larpenteur Avenue Gateway Area Visioning
Roseville, Maplewood, and Saint Paul, Minnesota

City of Toronto

The Meadowway Visualization Toolkit
Toronto, Ontario

Confidential Client

Middle East Multi-Modal Station
Saudi Arabia

Dane County

Alliant Energy Center Master Plan and Improvements
Madison, Wisconsin

Hennepin County

Lowry Avenue NE Corridor Framework Plan
Minneapolis, Minnesota

Hennepin County

METRO Blue Line Extension LRT Station Area Planning
Robbinsdale, Crystal, Brooklyn Park, Minnesota

US Environmental Protection Agency

Greening America’s Communities
Oklahoma City, Oklahoma
Mexico Beach, Florida

Samantha McKinney, PLA

Communications Lead and Engagement Support

A landscape architect by training and a people person by choice, Samantha has a passion for community engagement and believes it is essential to creating thoughtful, sustainable designs for communities. Sam works on a wide range of projects including urban design, landscape architecture, park and open space strategies, public realm/streetscape design, and master planning and brings a human-centric, sustainable lens to all of the work she does. Sam has a knack for energizing project leadership and empowering communities to build consensus and create innovative, context-sensitive solutions. Sam calls the Midwest home, spends as much time as possible exploring outdoors with her son, and always has something delicious brewing in the kitchen.



Education

Bachelor of Arts, Landscape Architecture
North Dakota State University

Bachelor of Science, Environmental Design
North Dakota State University

Registrations

Registered Landscape Architect
Minnesota
#57344

Project Experience

100 Resilient Cities
City Resilience Strategy
Minneapolis, Minnesota

City of Faribault
Downtown Master Plan and Sustainability Strategies
Faribault, Minnesota

City of Faribault
Parks, Trails, and Open Space Plan
Faribault, Minnesota

US Environmental Protection Agency
Greening America's Communities
Mexico Beach, Florida

Ozarks Technical Community College
Master Plan
Springfield, Missouri

Ozarks Technical Community College
Center for Advanced Manufacturing
Springfield, Missouri

Centennial Yards
Atlanta, Georgia

One Chicago
Chicago, Illinois

Fair Park Master Plan
Dallas, Texas

City of Minneapolis
Hennepin Ave S Reconstruction
Minneapolis, Minnesota¹

MnDOT
TH 43 Bridge Rehabilitation
Winona, Minnesota¹

City of Golden Valley
Douglas Drive Streetscape
Golden Valley, Minnesota¹

City of Rosemount
Central Park Splash Pad
Rosemount, Minnesota¹

City of Burnsville
Black Dog Trail & Trail Head
Burnsville, Minnesota¹

City of Minnetonka
Ridgedale Drive Reconstruction
Minnetonka, Minnesota¹

City of Mahtomedi

Lake Links Trail Feasibility Study
Mahtomedi, Minnesota¹

Three Rivers Park District
Mississippi Gateway Regional Park
Brooklyn Park, Minnesota¹

City of Plymouth
Hilde Performance Center
Veterans Memorial
Plymouth, Minnesota¹

City of Plymouth
Prairie Ponds Park
Plymouth, Minnesota¹

City of Champlin
Hayden Lake Road
Champlin, Minnesota¹

City of Champlin
Mississippi Pointe Park
Champlin, Minnesota¹

City of Champlin
Chandler Park
Champlin, Minnesota¹

** Previous Experience*

1. WSB & Associates
2. City of Minneapolis

RYAN FAGRE, RA

Computational Analysis and GIS

Ryan has a passion for sustainable design and optimizing the human experience at all scales. He leverages his skill set centered around computational design and energy analysis to help guide communities toward these goals. These contributions include helping to achieve net-zero energy for a substation's interior spaces, optimizing daylight and reducing glare for a high school, decreasing the peak energy load for a hospital, and maximizing views for an office building.



Education

Master of Architecture
Portland State University

Bachelor of Science, Architecture
University of Minnesota

Registrations

Registered Architect
Washington
#11627

Project Experience

100 Resilient Cities
City Resilience Strategy
Minneapolis, Minnesota

City of Kenosha
City Hall
Kenosha, Wisconsin

University of Minnesota
Health Science Education
Center
Minneapolis, Minnesota

Suzhou Science and Technology Museum
Suzhou, China

University of San Diego
School of Business
San Diego, California

Cairo Central Business District
Cairo, Egypt

Seattle City Light
Denny Substation
Seattle, Washington¹

Seattle City Light
Energy Inspiration Center
Seattle, Washington¹

Seattle City Light/Office of Arts&Culture
Community Meeting Space
Seattle, Washington¹

City of Helsinki, Finland
Helsinki Central Library
(Competition)
Helsinki, Finland²

Providence/Swedish
Swedish Edmonds ACC
Edmonds, Washington¹

Providence/Swedish
Pediatric Intensive Care Unit
(Swedish First Hill)
Seattle, Washington¹

Providence/Swedish
Clinical Decision Unit
(Swedish First Hill)
Seattle, Washington¹

Yellowhawk Tribal Health
Yellowhawk Tribal Health
Center
Pendleton, Oregon¹

CHI Franciscan
Harrison Medical Center
Bremerton, Washington¹

St. Paul Public Schools
Humboldt High School
St. Paul, Minnesota³

Aviation Industry Corporation of China (AVIC)
AVIC Campus Master Plan
Dongguan, China⁴

Vanguard Co. LTD
Vanguard Huzhou
Zhejiang, China⁴

Panjiayuan
Panjiayuan Antique Market
Beijing, China⁴

Awards + Honors
AIA Seattle, Honor Award,
Honorable Mention for Denny
Substation

Fast Company Innovation by
Design Awards, City Solutions,
Finalist for Denny Substation

* Previous Experience

1. NBBJ
2. Platform for Architecture and Research
3. Cuningham Group
4. Perkowitz+Ruth



Registration

Licensed Architect in Minnesota

Accreditation

International WELL Building Institute WELL Accredited Professional (WELL AP)

Affiliation

AIA Minnesota, Member

Wellness Collaborative, Member
USGBC-MN, 2016-2017
Market Leader Advisory Board, Member

Education

Master of Architecture,
University of Minnesota

Master of Science,
Architecture, Sustainable Design,
University of Minnesota

Bachelor of Arts,
Studio Art and Spanish,
Carleton College

Recognition

Finance & Commerce, Rising
Young Professional, 2018

[Clean Energy Resource Teams](#)
[“MN Women in Energy,” 2018](#)

Midwest Energy News’
“40 Under 40,” 2015



Rebecca J. Alexander, AIA, WELL AP

Carbon Planner

Becky Alexander is an architect and researcher in the LHB Research Studio, a passionate team of architects, engineers, and planners that explore questions about how the built environment can improve human and ecological wellness. Her projects range from the building to city scale and include development of the Minnesota Buildings, Benchmarks, and Beyond (B3) Case Studies Database; technical leadership of the Regional Indicators Initiative, which engages communities in actionable strategies for energy and greenhouse gas reduction by providing them with data-driven planning tools; and work with local governments on visualizing the predicted impacts of potential actions, prioritizing high-impact strategies, and developing Climate Action Plans. A leader in the field of energy and climate action planning, Becky is a frequent speaker on these topics at regional and national conferences.

Speaking Engagements

- *Energy Design Conference, “Tools and Best Practices for City Energy Planning”*, Duluth, MN, February 20, 2018
- *Minnesota American Planning Association Planner’s Conference, “Tools and Best Practices for Local Energy Planning”*, Mankato, MN, September 28, 2017
- *Greenbuild, “Scaling Up: Data Driven Design at a City Scale”*, Los Angeles, CA, October 6, 2016
- *Greenbuild – Washington, DC; “Policy to Practice: Building Carbon Neutrality in MN & Beyond”*; co-presenter; November 18, 2015

Project Experience

- City of Northfield, MN, Climate Action Plan
- City of St. Louis Park, MN, Climate Action Plan and Green Building Policy
- City of Eden Prairie, MN, Climate Action Plan
- Regional Indicators Initiative
- Local Government Project for Energy Planning (LoGoPEP)
- Minnesota Department of Administration Buildings, Benchmarks & Beyond (B3)
- NYSERDA/MN, Utility Energy Registry
- Minnesota 2025 Energy Action Plan
- City of Roseville, MN, Resilience Planning
- MN CARD Grant Research Project, Commercial Energy Baseline Study
- MN CARD Grant Research Project, Field Study of Phase Change Material Use for Passive Thermal Regulation
- LHB Thrive Framework for Regenerative Communities

Matt Metzger, PE, ENV SP

Civil Engineer

Matt Metzger is a senior civil engineer and Envision™ Sustainability Professional with 14 years of design engineering experience related to water resources, flood risk reduction, and green infrastructure. He has worked extensively on large project alternatives evaluations, flood risk reduction systems, low-impact green infrastructure, cost estimating, sustainable systems engineering, and project visualizations for clients in the public and private sectors. One of Matt's areas of expertise is developing custom decision-support tools to assist clients in selecting the right project alternative to suit their needs.



Education

**Master of Engineering,
Sustainable Systems
Engineering**

University of Wisconsin
- Madison

**Bachelor of Science, Civil
Engineering**

North Dakota State University

Registrations

Professional Engineer

Minnesota, North Dakota

Accreditations

**Envision™ Sustainability
Professional**

Institute for Sustainable
Infrastructure

Project Experience

Iowa Wind-Energy Action Plan

Developing an ISI Envision action plan for a leading national wind-energy facility contractor project in Iowa. Created a work plan and tracking tools to assist the contractor in demonstrating waste reduction and improved sustainability performance, scored as 41 points across nine Envision credits, and helped score the contractor's work in the field.

Life-Cycle Assessment

Assisting clients to perform a life-cycle assessment to evaluate water footprint, greenhouse gas footprint, and energy tradeoffs for implementing a water reuse system versus using potable water for parkland irrigation. Similarly, developing a life-cycle assessment to quantify resource sustainability tradeoffs associated with a proposed rooftop solar installation, and building a life-cycle assessment to compare green and sustainable remediation techniques and illustrate tradeoffs when selecting cleanup standards and comparing active remediation systems. The team evaluated big-picture impact indicators to inform clients about choosing alternatives that minimize the footprint projects have in the local and global environment.

**Minneapolis Par and Recreation Board
Accessible Park**

Serving as task lead for developing comparative sustainability assessments for a planned conversion of a Minneapolis Park and Recreation Board 18-hole golf course into a publicly accessible park. The sustainability assessment of two proposed redevelopment alternatives included traditional life-cycle cost analysis; Envision sustainability framework screening; and monetization of social, environmental, and economic indicators using AutoCase. Worked with an economist to develop programmatic and cash-flow assumptions for the new park facilities that directly fed into the monetized estimates of the new park's recreational benefits.

Flood-Risk Reduction Infrastructure

Assisting the City of Alvarado, Minnesota, with a feasibility study to improve flood-risk reduction infrastructure as part of the FEMA levee-system certification process. Work included civil design, design of alternative bank stabilizations, levee design/raises, levee realignments, and cost estimating of proposed improvements, both in feasibility and detailed design phases.

**Artwork for conservation design land-use
planning for the City of Hanover, Minnesota**

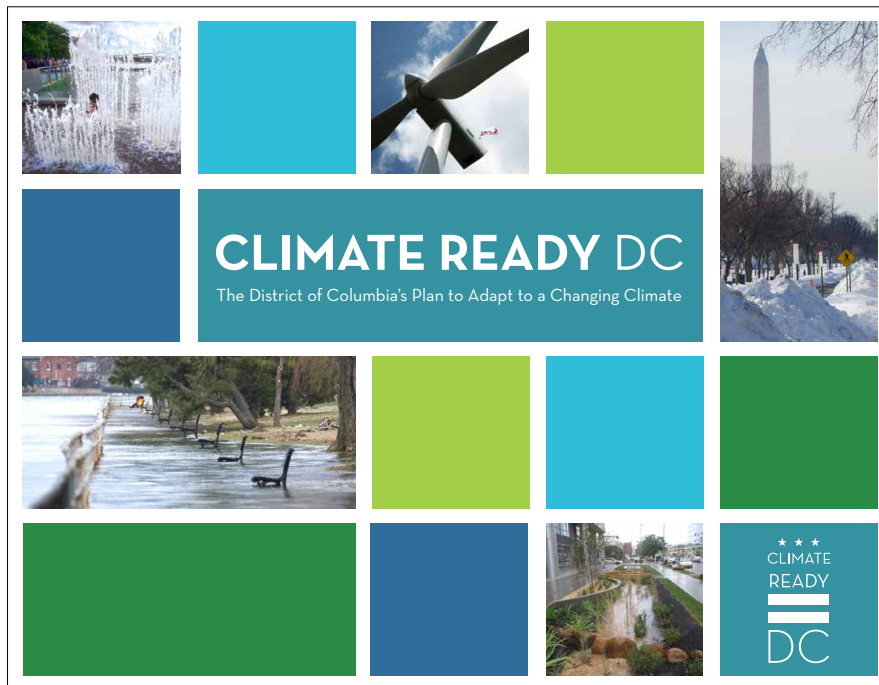
This project was with the MPCA and received a 2009 Honorable Mention for Pollution Prevention by the State of Minnesota and the governor.

Climate Ready DC

Washington, DC

Client: The Department of Energy and Environment (DoEE) — **Size:** 68 square miles — **Completion Date:** 2016 —

Awards: ULI Washington Trends Impact Award, 2018; C40 Cities Awards, Cities4Tomorrow US, Bloomberg Philanthropies, 2017



Climate Ready DC is our plan for adapting to a changing climate that could bring more dangerous heatwaves, severe storms, and flooding along our rivers...Together, we can build a nation's capital that is not only climate ready, but stronger, healthier, and more resilient.

— MAYOR MURIEL BOWSER

DC's Plan to Adapt to a Changing Climate

DoEE sought to identify, prioritize, and develop a tiered action plan to address the critical needs associated with climate change. Under DOEE's leadership and in collaboration with key stakeholders in water, transportation, planning, parks, health and energy, our team prepared a Climate Projections & Scenario Development Report [with Katherine Hayhoe as the Chief Climate Scientist] as the first step of a multi-phase project to develop a citywide climate adaptation and preparedness plan for the District of Columbia (the District).

Next, in concert with Kleinfelder Engineering, we completed Vulnerability Assessments on a Ward basis across the District. Finally, we developed an Adaptation Plan, geared toward tiered actions and deliberate in structuring of responsibilities, across four major categories of work: Transportation, Buildings, Neighborhoods and Governance.

The Vulnerability Assessment determines which critical assets are at risk while the Adaptation Plan offers plausible tactics for continued mitigation efforts and longer term adaptation and implementation strategies. The overall plan provides an integrated analysis of climate projections, vulnerable assets, including an initial review of vulnerable populations and public health impacts and a risk-based, prioritized set of actions for adaptation and resiliency. Recently recognized by C40/Bloomberg Philanthropies as one of the world's best of its kind, Climate Ready DC sets a benchmark for developing cohesive strategies that are grounded in the realities of implementation and reasonable actions.

The full report is available at:

https://doee.dc.gov/sites/default/files/dc/sites/ddoe/service_content/attachments/CRDC-Report-FINAL-Web.pdf

Qualifications

4

Data Source: NOAA map overlaid on GIS map base, Washington, DC

CLIMATE RISKS AND VULNERABILITIES

Based on the projected changes in temperature, rainfall, and sea level rise, DOEE and our technical experts conducted an assessment of the risks that these changes are likely to pose for DC's infrastructure, our community resources and facilities, and our residents. We developed planning scenarios for heat waves, heavy rain events, rising sea levels, and flooding in order to identify and rank the areas at greatest risk. The rankings were developed with input from District agencies and external stakeholders. They are based on both the probability of critical infrastructure, community resources, and other assets being exposed to a climate-related event and the potential impact of that exposure on the functionality and livability of the District. The areas with the most assets and people at risk were identified as priority areas for the implementation of Climate Ready DC.

The following section summarizes the key findings from each area of the assessment. The maps below demonstrate the projected risk extreme heat and flooding pose to the city's infrastructure and community resources in 2020, 2050 and 2080.

Scope of Vulnerability Assessment

The District of Columbia's Plan to Adapt to a Changing Climate

Rainfall, rising temperatures, sea level rise, and storm surge over the last 100 years were analyzed.

13

TIMEFRAME: Short = 1-3 yrs | Medium = 3-10 yrs | Long = 10-20 yrs

ACTION ITEMS

#	Action (sub-action)	Climate Risks	Lead (s)	Partners	Timeframe
TRANSPORTATION + UTILITIES					
Goal: Improve the transportation and utility infrastructure to maintain viability during periods of extreme heat, severe weather and flooding.					
TU 1.0 Develop site-level adaptation plans for all facilities and service areas identified as at-risk from sea level rise and flooding.					
TU 1.1	Identify at-risk facilities and develop adaptation or retirement plans for those facilities, prioritizing upgrades based on the age and criticality of the assets as well as their vulnerability.	Sea Level Rise Flooding	HSEMA	Infrastructure owners and operators (DDOT, WMATA, DC Water, Pepco, Washington Gas, etc).	Short
TU 1.2	Conduct near-term (2020s) and long-term flooding (2050s+) evaluations for at-risk facilities based on projected increases in extreme precipitation and storm surges as well as permanent inundation due to sea level rise.	Sea Level Rise Flooding	HSEMA	Infrastructure owners and operators (DDOT, WMATA, DC Water, Pepco, Washington Gas, etc).	Short
TU 2.0 Increase the resilience of energy systems.					
TU 2.1	Conduct distribution system planning in order to identify the best strategies for stabilizing the power grid with distributed energy resources including storage, renewable energy and micro-grids capable of islanding. Prioritize locations that could provide backup power to critical facilities, or alleviate congestion on the distribution grid.	Extreme Heat Flooding Extreme Weather	DOEE	DC SEU, Pepco, DC PSC, Washington Gas	Long
TU 2.2	Ensure that climate risks are considered in utility rate cases for investments in new and upgraded infrastructure. Flood proof and/or elevate electric infrastructure including, but not limited to, substations, transformers, switch gear, etc.	Sea Level Rise Flooding	DC PSC	Pepco, DOEE	Medium
TU 2.3	Ensure that climate risks are considered in utility rate cases for investments in new and upgraded infrastructure. Flood proof and/or elevate natural gas infrastructure including, but not limited to, pressure regulating stations, odorization equipment, tanks, controls, electric components, etc.	Sea Level Rise Flooding	Washington Gas	DC PSC, DOEE	Medium
TU 2.4	Conduct site-level studies of extreme heat risk to electric grid infrastructure including transformers and overhead transmission and distribution lines. Identify necessary upgrades and mitigation strategies.	Extreme Heat	Pepco	DC PSC, DOEE	Short-Medium

Climate Ready DC

The report outlined 80 action items for implementation to improve the District's future resilience.

100 Resilient Cities — Resilient Minneapolis

Minneapolis, Minnesota

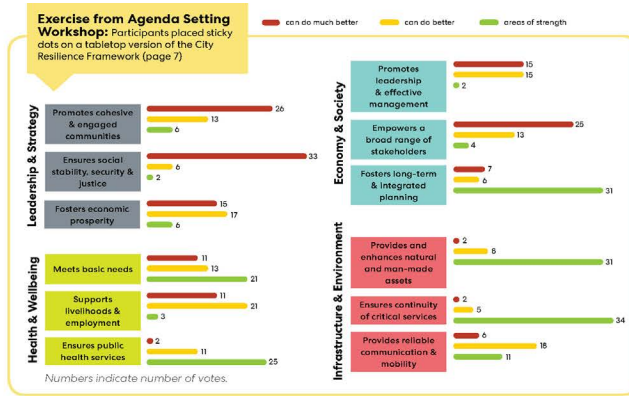
Client: City of Minneapolis — Size: Citywide — Completion Date: 2020

Resilient Minneapolis The Process

The development of the Resilient Minneapolis strategy has been a multi-year process, with concurrent engagement efforts.

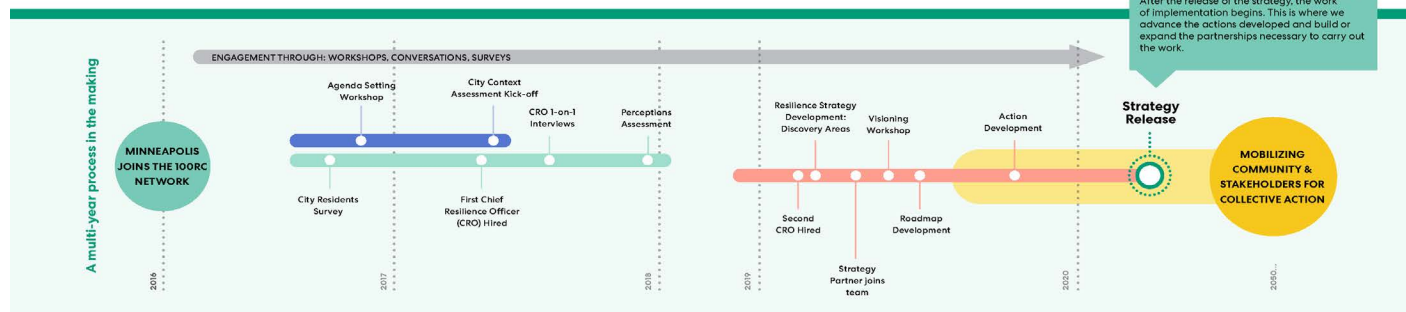
"Not just present and past, but looking to a city 10, 20, 30 years into the future." - Stakeholder from Agenda Setting Workshop

- Minneapolis joins the 100RC Network** In 2016, Minneapolis was selected as a member of 100 Resilient Cities (100RC), a global network launched by the Rockefeller Foundation as a \$100m+ commitment to help cities build their resilience to the shocks and stresses of the 21st century. Cities in the 100RC Network receive:
 - Financial and logistical guidance for establishing a Chief Resilience Officer (CRO);
 - Expert support for development of a Resilience Strategy;
 - Access to partners from private, public, and non-governmental organizations (NGO) sectors who can help develop and implement the resilience strategy; and
 - Membership in a global network.
- Agenda Setting Workshop** The strategy development process started with an Agenda Setting Workshop in December 2016. Nearly 100 people attended the event, including local and state government officials, leaders in the private sector, educators and researchers at institutes of higher learning, and non-profit and philanthropic leaders. Participants prioritized shocks and stresses in Minneapolis which were categorized into three themes: structural inequality, weather and climate change, and susceptibility to national social, political, and economic pressures.



Exercise results from Agenda Setting Workshop, 2016.

What happens after the release?
After the release of the strategy, the work of implementation begins. This is where we advance the actions developed and build or expand the partnerships necessary to carry out the work.



The City Resilience Framework

As a city, we know we will face challenges, even catastrophe, and we need our entire community to be prepared no matter what the challenges may be. Resilience is not about preventing catastrophe; it is about reducing the degree of potential destruction and devastation. Challenges come in all forms – natural disasters like flooding or tornados, financial crises like recessions, or even social challenges like persistent systemic inequity based on race. Building resilience is a team effort, and true resilience can never be established in silo.

That is why the city is working to build partnerships in all sectors and relevant industries as well as amplify existing work which all builds resilience. The city is engaging community, positioning them to both tell us what our biggest challenges are and also lead the vision required to solve them. We are also working to de-silo City departments and use the nature of our challenges to drive us towards creativity, innovation, and collaboration.

This Resilience Strategy, “Resilient Minneapolis 1.0”, is meant to explain the roots of resilience in Minneapolis, identify some of our biggest challenges, and introduce a process and a structure by which we come together, solve our greatest challenges, and prepare our city to thrive no matter what the future brings us.

Qualifications

What happens now? Strategy Release

Strategy Release

The work of implementation begins with the creation of an external advisory committee and an internal steering committee.



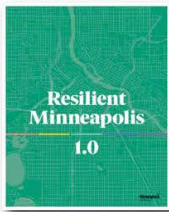
An **external advisory committee**, made up of a multi-sector, multi-jurisdictional set of external community partners, will be established with the responsibility of advancing resilience across the city and region. The committee members will serve in an advisory capacity and will come together periodically to support delivery on prioritized projects, provide feedback on resilience initiatives, engage key stakeholders, mobilize resources, and serve as political allies.



An **internal steering committee** is critical for the advancement and implementation of the resilience work. This small group of high-level decision-makers will be responsible for serving as advisors and champions of Resilient Minneapolis 1.0 and its subsequent actions. Their expertise will be tapped into as new initiatives emerge, and they will likely assist in any redirection of the work. This group will help to cultivate wider buy-in, communicate across the Enterprise of the value of resilience, and provide key insights to the Chief Resilience Officer and staff.



The outputs of some of the actions will result in **toolkits**. These toolkits are designed to be replicable models that can be used when prompted by the onset of a shock, the mitigation of a stress, or in planning for either of these situations. The toolkits will help in institutionalizing resilience in an applied, tangible manner.



'Resilient Minneapolis 1.0' is just the beginning
It lays the groundwork for planting the seeds of resilience. Not every challenge is addressed in this strategy, and the strategy is meant to be a living, dynamic product meant to change over time.

A Call to Action: Strategic Stakeholder Engagement Plan

The public release of Resilient Minneapolis 1.0 will kick off the next stage of stakeholder engagement. The first goals of this plan is to help build momentum and support for the strategy, and to provide opportunities to participate in implementing the work. Urban resilience is still a relatively new concept for most people, and the engagement surrounding the Resilient Minneapolis 1.0 strategy will be designed to iteratively bring people along.



Northern Spark, a free all-night art festival exploring the effects of climate change through participatory projects happening in neighborhoods along Metro Transit's Green Line. Photo by Bobby Rogers, Courtesy of Northern Spark and Meet Minneapolis

— RON HARRIS, CHIEF RESILIENCE OFFICER MINNEAPOLIS

“In order for Minneapolis to be a sustaining and enduring city of tomorrow, we must adopt a vision of urban resilience.

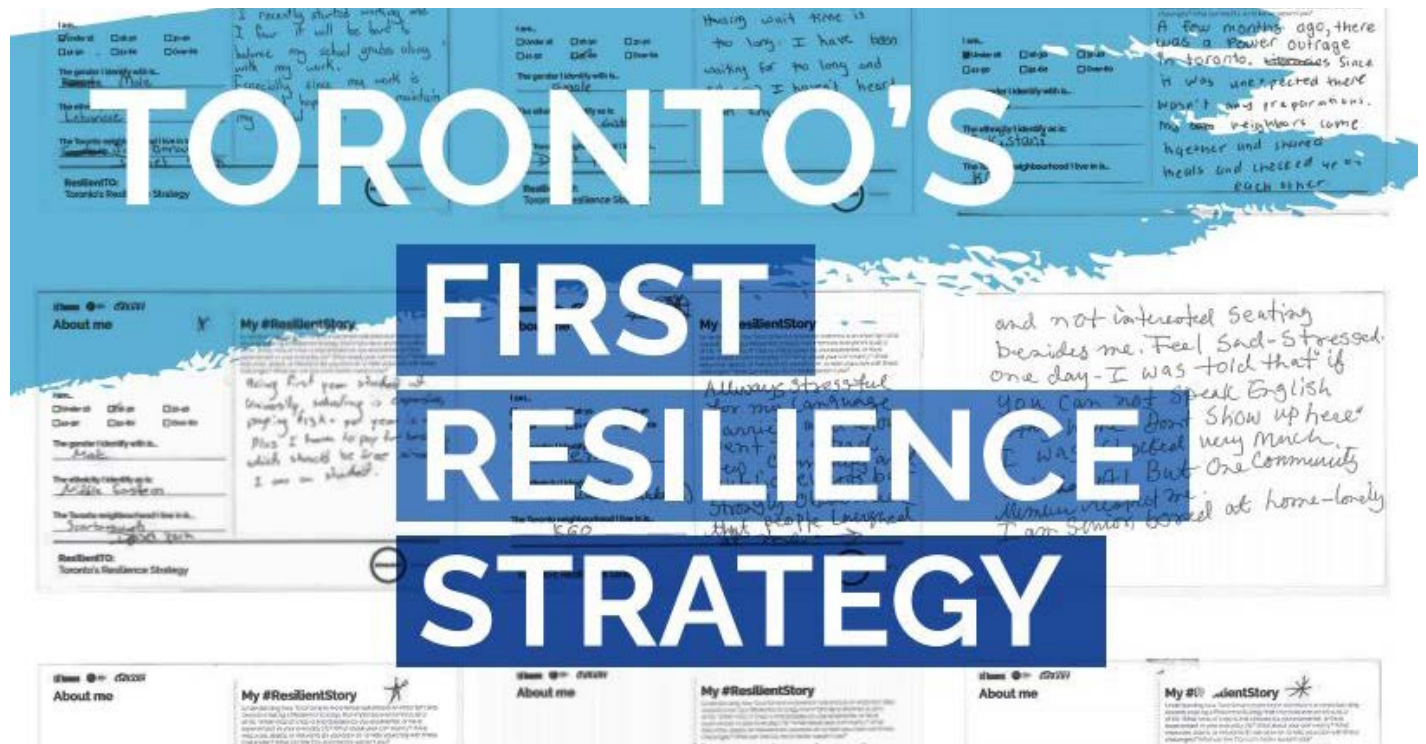
What happens after the release?

After the release of the strategy, the work of implementation begins. This is where we advance the actions developed and build or expand the partnerships necessary to carry out the work.

100 Resilient Cities — Toronto Resilience Strategy

Toronto, Ontario

Client: City of Toronto — Size: City Level — Completion Date: 2019



A Resilient Strategy for a Major City

Toronto is one of the fastest growing and most diverse cities in the world, but like other global cities, Toronto's success is paired with significant challenges. Financial and social inequality is growing, especially between those living downtown and in the inner suburban neighborhoods. Toronto's changing climate will mean more extreme and costly weather events, which will be felt most by vulnerable populations.

Understanding how residents survive, adapt, and thrive in the face of significant challenges is at the root of the City of Toronto's first Resilience Strategy.

Our team supported the development of policy recommendations and the design/delivery of the Resilience Strategy document, as well as digital and in-person engagement activities. These engagement activities included the production of the Resilient Conversations

Toolkit, co-facilitated by C3 and the City's Resilience Office in 7 neighborhoods. The Perkins+Will team also led the Underutilized Spaces Discovery Area Study and associated community inventory work with the Jane Finch Community Centre.

Beyond the engagement process and interactive Resilience Strategy document, outputs of the services provided include a summary of the Underutilized Spaces Discovery Area Study, the Resilient Conversations Toolkit publication, and the Indigenous Climate Action Summary Report.

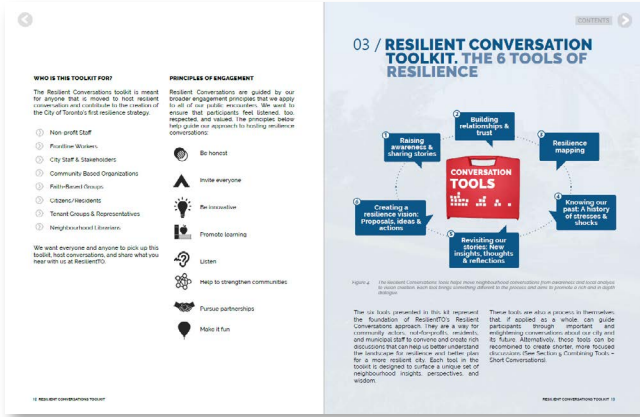
Perkins and Will is currently working with Minneapolis and Louisville to complete a Resilient Strategy for their cities.

The full report is available at:

https://www.toronto.ca/ext/digital_comm/pdfs/resilience-office/toronto-resilience-strategy.pdf

Qualifications

RESILIENT CONVERSATIONS TOOLKIT: Helping residents, community actors and groups to hold conversations about resilience



Spread excerpt of the Resilient Conversations Toolkit document

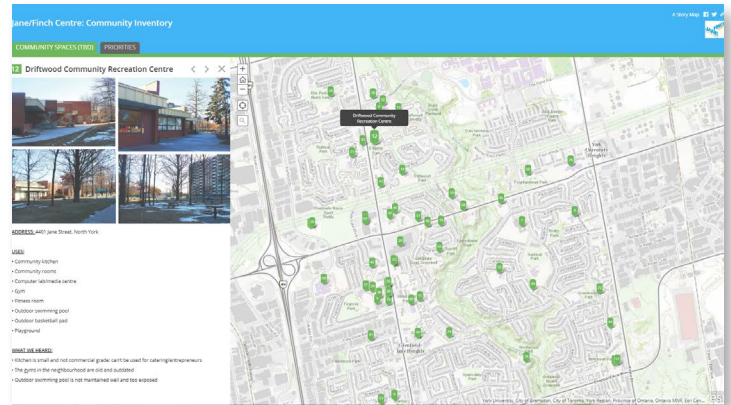
UNDERUTILIZED SPACES: Community Investment Case Studies and Community Spaces Inventory



Community opening of the RAC Zoned, Recipe for Community space in 415 Driftwood Ave (2018, Perkins+Will)



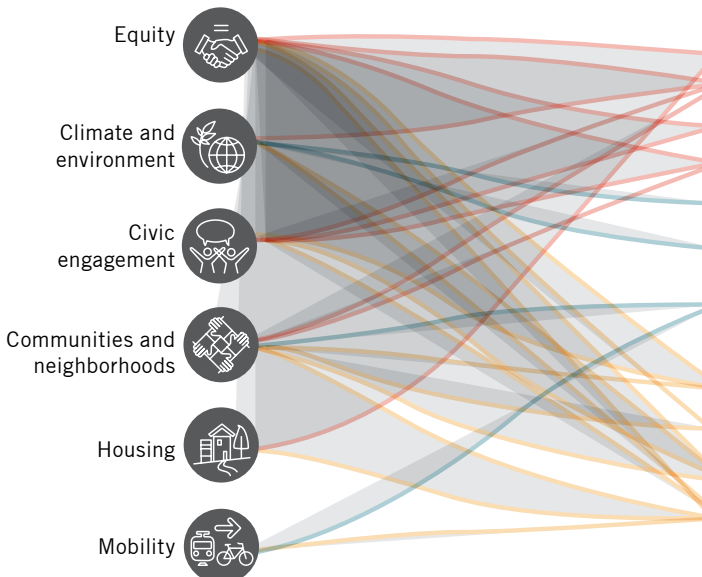
Resilient Conversations Workshop in the Agincourt neighborhood, facilitated by the City's Resilience Office and C3



Web-based Community Spaces Inventory, co-developed by the Jane-Finch Community Centre and Perkins+Will

RESILIENCE STRATEGY

A strategy in three focus areas



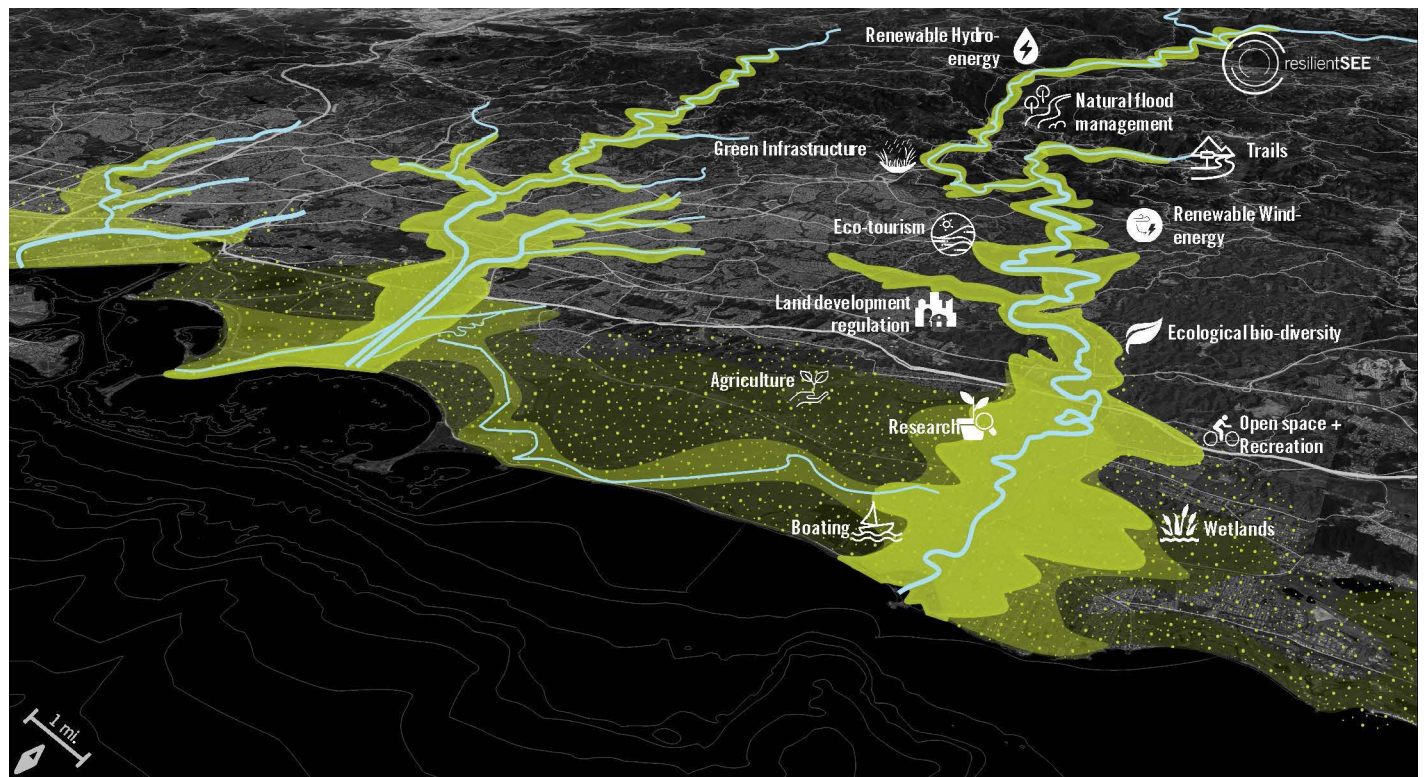
The Resilience Strategy recommendations were framed around 3 Focus Areas, in response to public feedback on 6 high intensity resilience challenges

GOALS	FOCUS AREAS
<ol style="list-style-type: none"> Torontonians' homes are more resilient. Communities take action to improve resilience in their neighbourhoods. Toronto has diverse, creative housing solutions that ensure housing affordability. Improve equity and reduce poverty. 	<p>A PEOPLE AND NEIGHBORHOODS</p>
<ol style="list-style-type: none"> Toronto is more resilient to climate change, including the hazards of flooding and heat. Infrastructure and buildings are resilient to a changing climate and support reduction in greenhouse gas emissions. Toronto has multiple reliable, affordable, and safe mobility options that reduce the amount of time it takes to get around. 	<p>B INFRASTRUCTURE</p>
<ol style="list-style-type: none"> Civic engagement and trust in the City improve, and our leadership better reflects Toronto's diversity. The City prioritizes the most vulnerable and highest risk in our decision making. Indigenous communities have a leadership role in building resilience. Institutionalize resilience into the City's decision making and take leadership on resilience. 	<p>C LEADING A RESILIENT CITY</p>

Early Resilient Framework Plan

Toa Baja, Puerto Rico

Client: Autonomous Municipality of Toa Baja — Size: 26,688 acres — Completion Date: 2020



— WHAT IT IS

ResilientSEE is an initiative of AREA Research focused on systems thinking to solve global challenges.

The resilient planning process examines Toa Baja at both a city and an island-wide scale, assessing vulnerabilities that affect the social, environmental and economic well being of Toa Baja.

Surviving Global Challenges.

In response to Hurricane Maria, architect and native Puerto Rican Yanel de Angel spearheaded a campaign to attract partners in academia, private industry, and the nonprofit and civic realms to come together and devise implementable recovery and resilience strategies for Puerto Rico. Over the course of a few months, the group grew into a global, interdisciplinary alliance known as ResilientSEE.

The alliance is currently conducting resilient planning for the Toa Baja municipality, which aims to create a framework plan that assesses the social, environmental, and economic risks and vulnerabilities for the community of Toa Baja and the island of Puerto Rico at large, ultimately recommending a set of guiding principles to help guide actions moving forward. With an open mindset, ResilientSEE will use a holistic system approach to co-create an infrastructure plan and position the community to seek federal funds for rebuilding.

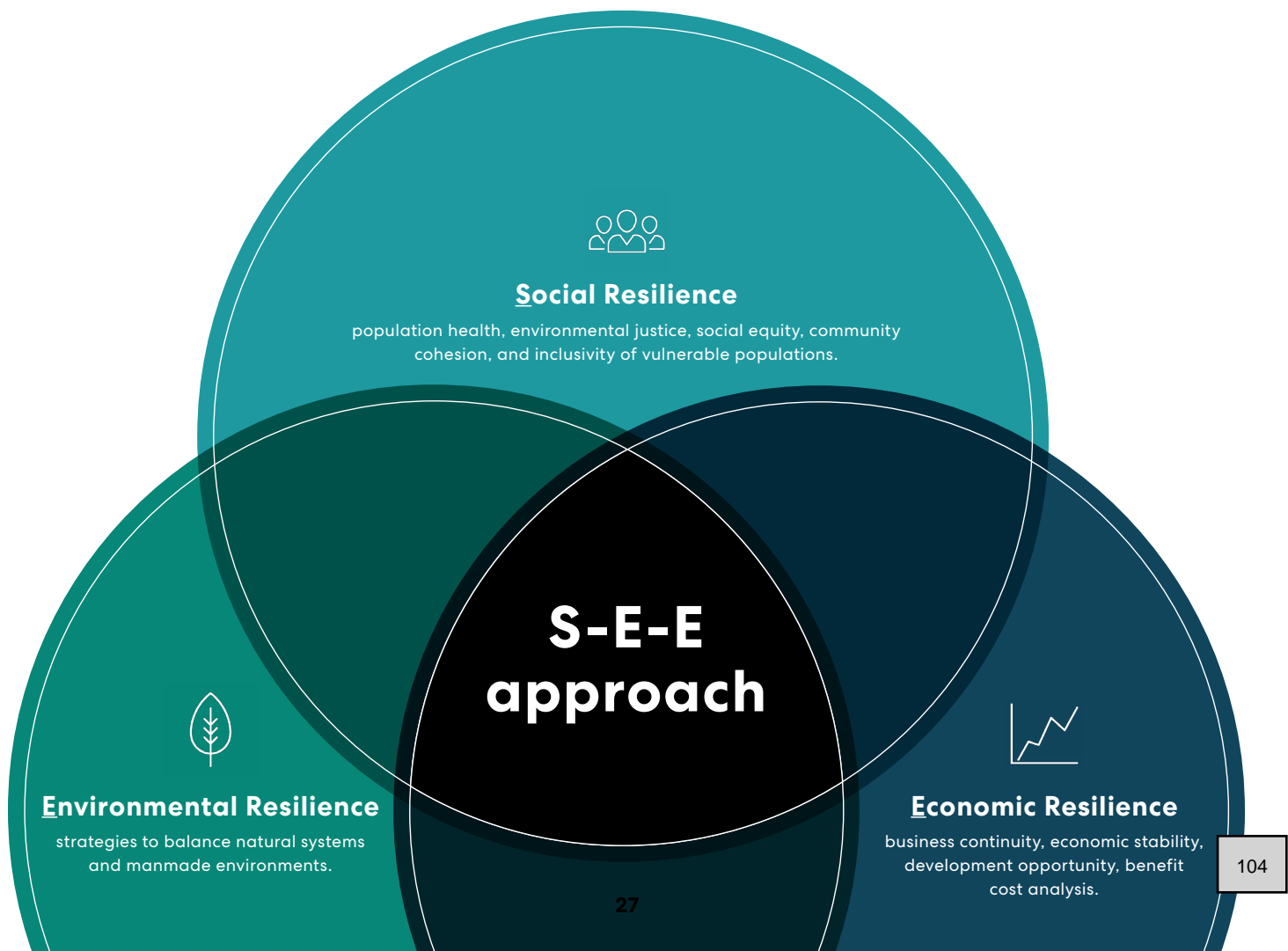
Qualifications

— WHAT MAKES IT COOL

We're creating opportunities for Puerto Rico to recover and thrive through thoughtful design and strategic planning.

Developing ResilientSEE

The ResilientSEE team developed a resilient planning framework that can be applied to other neighborhoods, cities, and countries in need—any place at any scale. The name ResilientSEE stems from this flexible framework, a multi-lens approach to achieve resilience that considers “Social”, “Economic”, and “Environmental” vulnerabilities. The logo and visual identity that were developed graphically communicate our mission, methods, and goals.



Social Resilience

population health, environmental justice, social equity, community cohesion, and inclusivity of vulnerable populations.



Environmental Resilience

strategies to balance natural systems and manmade environments.



Economic Resilience

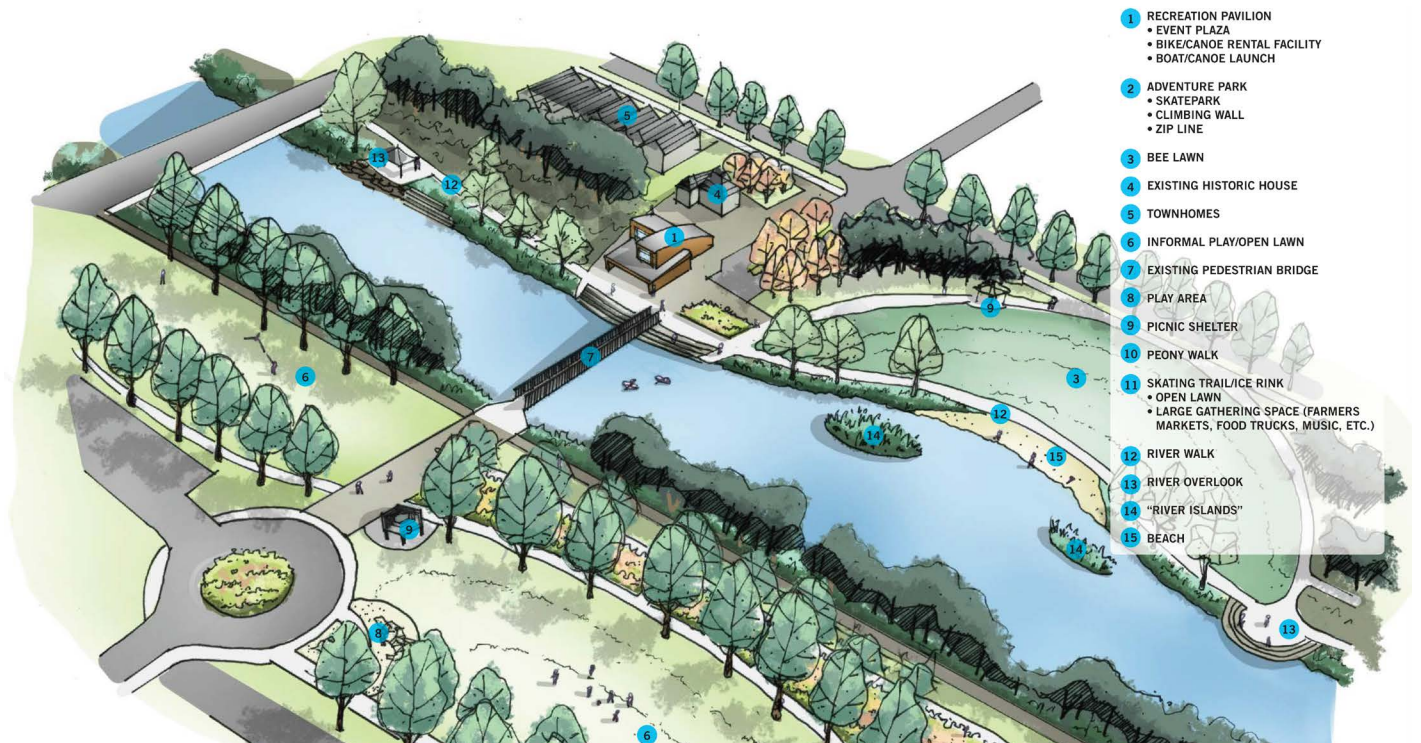
business continuity, economic stability, development opportunity, benefit cost analysis.

**S-E-E
approach**

City of Faribault Downtown Master Plan and Sustainable Strategies

Faribault, Minnesota

Client: City of Faribault — Size: Citywide — Completion Date: 20219



— WHAT IT IS

Citywide planning for Downtown, Parks, Trails and Open Spaces defining sustainable strategies to empower the community

Vision and Resilient Strategy for Historic Center

The Downtown with its historic character, proximity to great natural amenities, and being a regional attraction, is poised to discover new opportunities. Add to that the presence of magnificent neighborhoods, institutions, parks and open scape, regional trail systems, employment centers, etc. and Faribault has the makings of a truly exciting project that has the ability to transform the City into a national model for sustainable, community-oriented development.

Our team worked with the City of Faribault to deliver visionary and resilient strategies, updating the City’s Comprehensive Plan and preparing a Downtown Master Plan and Parks, Trails and Open Space Plan. The planning efforts happened concurrently and required a very well thought out collaborative process.

The Downtown Master Plan identifies connections to the nearby Straight River, opportunities for redevelopment, and strategies to enhancing the public realm along the historic main street. Incorporating new housing into the downtown is a key feature of the plan due to the extremely tight housing market, which is impacting business expansions.

Qualifications



Downtown Faribault has undergone significant change over the past 100 years. With several nationally recognized historic structures and an active local business community, Downtown Faribault is celebrated for its unique heritage and character. What opportunities do the next 20 years hold?

[MORE INFO](#)



The City's Parks and Recreation Department and partners have been on the forefront of shaping opportunities to community events, fitness programs, sports and recreation activities, as well as access to parks, trails, and shelters. The Parks, Trails, and Open Space Plan represents a comprehensive and integrated strategy to build on the strengths of the existing system over the next 20 years.

[MORE INFO](#)



The future of Faribault will continue to be built on the foundation of the City's history and relationship to the larger southeast Minnesota region. As the local and regional economy changes, the City will continue to require a planning response that guides development patterns and integrates past and current planning work. This Comprehensive Plan Update will build on the 2003 Comprehensive Plan and provide an integrated framework for future planning decisions.

[MORE INFO](#)

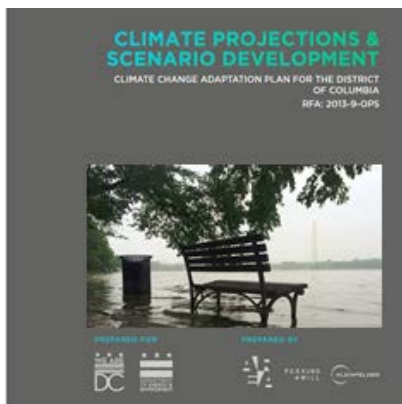
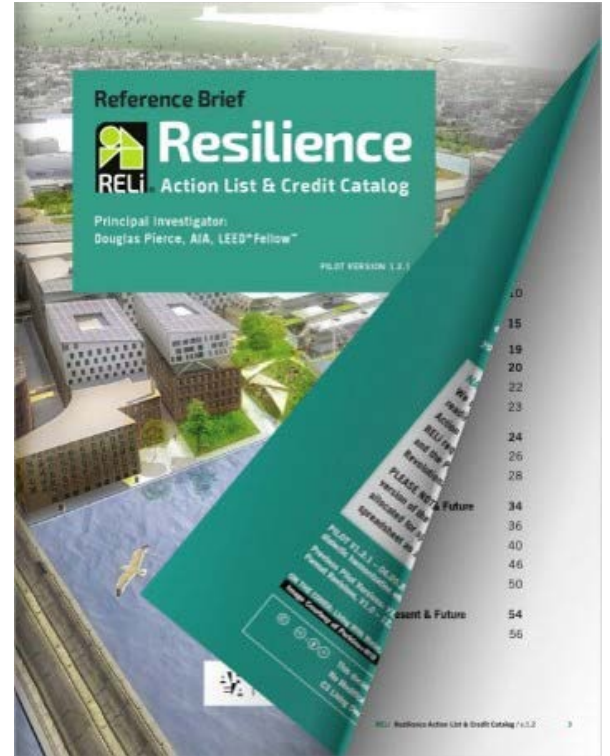


Community Engagement

A huge component to the City of Faribault's Downtown Master Plan and Sustainability Strategies was engagement in the community. We used storytelling, surveys, created a project website and led community meeting to empower all community stakeholders and ensure we were hearing all voices.

Authoring a new national consensus standard for our industry: for resilient buildings and sites

RELi Action List and Credit Catalog



2012-2016

RELi Resilient Design Rating System

Resilient Design pursues Buildings and Communities that are shock resistant, healthy, adaptable and regenerative through a combination of diversity, foresight and the capacity for self-organization and learning. It requires humans to embrace their capacity to anticipate, plan and adapt for the future. It addresses a much needed “how to” for the building industry’s ability to design for both climate change and social change.

Our very own Doug Pierce, building upon foundations in high-performing buildings, sustainability, and resilience, developed a comprehensive checklist to guide designers and planners in creating regenerative, restorative, and sustainable environments.

A number of projects around our firm, including Bell Museum, have piloted RELi.

Qualifications

A New Consensus Standard for our Industry

RELi <pronounced rely> integrates a comprehensive listing of resilient design criteria with the latest in proven integrative process for developing next generation communities, neighborhoods, buildings, homes and infrastructure. It is similar to LEED with a focus on Resilience. The Action List and Credit Catalog are resources included in the RELi Green and Resilient Property Underwriting and Finance Standard.

RELi was developed through a National Consensus process formally recognized by the American National Standards Association (ANSI) lead by Perkins and Will, MTS, and C3 Living Design.

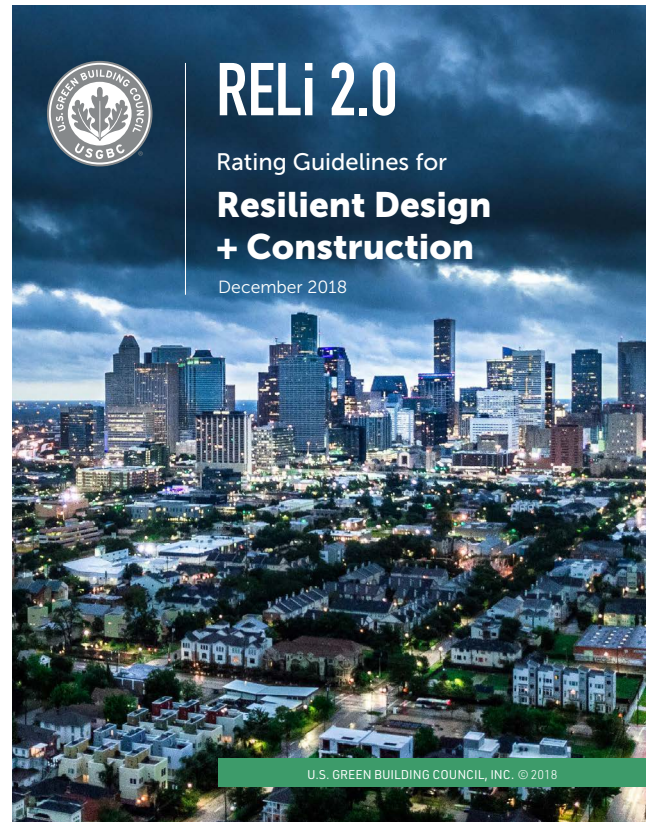
Using RELi

At its most basic level, RELi is a simple, but comprehensive “to-do” list. For ease of use, RELi is structured much like LEED® and other point based rating systems. RELi can stand alone as its own consensus based certification or you can pursue LEED, LBC and other certifications to demonstrate compliance with many of RELi’s regenerative, restorative and sustainable elements.

The RELi Action List and Credit Catalog has the breadth, depth and fundamental requirements needed to launch almost any project forward in pursuit of resiliency. It includes ample space for applied creativity, innovation and leadership within the RELi framework. Wholistic, systems based design, planning and operations are a priority for RELi and the use of a basic, integrative process is required.

2017

RELi was officially adopted by U.S. Green Building Council in 2017 and will be used in conjunction with LEED to create a more sustainable, resilient, and equitable future.



2018

As Chair of U.S. Green Building Council’s RELi Steering Committee, Doug Pierce helps to publish RELi 2.0, which is now ready for pilot projects.

Additional Project Experience

North Cedar Neighborhood Plan

Cedar Falls, Iowa



Client: City of Cedar Falls
Size: Approx. 500 acres
Status: Plan completed in 2010
Team: Experience of John Slack prior to joining Perkins and Will
Reference: David Sturch, City of Cedar Falls
 David.Sturch@cedarfalls.com

The purpose of this study was to create a design framework plan for the North Cedar Area which includes the Center Street Corridor, and the East District or “Cedar City” area. John Slack was involved in the vision plan which included public meetings for the Greenfield and Redevelopment work.

Downtown Streetscape Framework Plan

Cedar Falls, Iowa



Client: City of Cedar Falls
Size: 5 continuous blocks of Main Street
Status: Plan completed in 2003
Team: Experience of John Slack prior to joining Perkins and Will
Reference: David Sturch, City of Cedar Falls
 David.Sturch@cedarfalls.com

The downtown streetscape framework plan define public realm improvements for the five block Main Street in the core downtown. The streetscape improvements built on the positive and unique qualities of Cedar Falls history, architecture, culture and setting to reinforce a genuine and memorable identity. John Slack led the master plan and implementation which involved public meetings and workshops with Cedar Fall’s Stakeholders.

College Hill Redevelopment Plan

Cedar Falls, Iowa



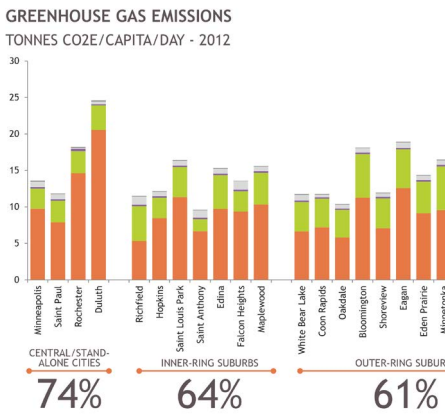
Client: City of Cedar Falls
Size: Approx. 500 acres
Status: Plan completed in 2004
Team: Experience of John Slack prior to joining Perkins and Will
Reference: David Sturch, City of Cedar Falls
 David.Sturch@cedarfalls.com

The plan identified long term recommendations for the enhancement of the District to define commercial growth, define locations for infill residential to support the university, improve campus access and circulation, increase shared parking opportunities and the creation of a streetscape and public realm along College Street that would create a safer environment for students to shop and congregate.

Qualifications

Regional Indicators Initiative

Minnesota



Client: State of Minnesota
Team: Becky Alexander, LHB, Inc.
Reference: Robert Ellis, Public Works Director, rellis@edenprairie.org

LHB created and leads the Regional Indicators Initiative (RII), which provides Minnesota local governments with planning tools and actual results to measure progress toward their energy and carbon reduction goals. Initially created to collect and share community-wide data for several key metrics (energy, water, travel, waste, and greenhouse gas emissions), RII has now expanded to include additional tools that local governments can use to inform carbon planning and action.

One of the tools, the LHB-developed Wedge Tool allows users to explore a city’s potential energy futures through a web-based interactive diagram that shows forecasted city-wide greenhouse gas emissions from 2005-2040.

www.regionalindicatorsmn.com

City of St. Louis Park Climate Action Plan

St. Louis Park, Minnesota



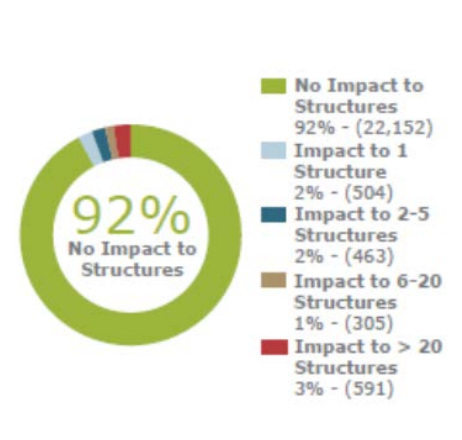
Client: City of St. Louis Park
Services Provided: Carbon planning; community engagement
Team: Becky Alexander, LHB, Inc.
Reference: Shannon Pinc, former Environment and Sustainability Coordinator for the City of St. Louis Park

LHB helped chart a pathway toward the City’s goal of community-wide carbon-neutrality by 2040 by estimating the impact of various efficiency and decarbonization strategies. Key strategies at the building scale – such as designing all new buildings to meet net-zero energy standards – are joined by strategies such as green power purchase and increased adoption of electric vehicles. The strategies outlined in the Plan are estimated to achieve a 62% reduction from the city’s business-as-usual forecast in 2040.

www.stlouispark.org/our-city/climate-action-plan

Climate Resilience Planning Risk Assessment

Woodbury, Minnesota



Client: South Washington Watershed District
Services Provided: Climate hazards and risk assessment; stakeholder engagement; mitigation strategy development; goal setting and prioritization
Team: Matt Metzger, Barr Engineering
Reference: John Loomis, jloomis@ci.woodbury.mn.us

Barr developed and facilitated a two-day planning workshop with policymakers and stakeholders from all over the watershed to identify specific climate hazards and risks to their communities, and to develop high-level prioritized strategies to respond to those risks. Using the workshop feedback, Barr developed specific recommendations to address increased risk due to climate change to the groundwater, natural resources, and storm sewer infrastructure in the SWWD.

Project Matrix

Cedar Falls Sustainability Plan

Sustainability, Resilience & Engagement

Carbon & Energy

Water

	Climate Ready DC	Resilient Minneapolis	Toronto Resilience Strategy	Resilience SEE	Faribault Downtown Master Plan and Sustainable Strategies	RELI Action List and Credit Catalog	Cedar Falls Planning Work	Minnesota Regional Indicators Initiative	St. Louis Park Climate Action Plan	Climate Resilience Planning Risk Assessment
Douglas Pierce Project Manager, Director of Sustainability Perkins and Will	●	●	●	●	●	●				
John Slack Managing Principal, Public Engagement Lead Perkins and Will		●	●		●		●			
Ryan Fagre Computational Analysis / GIS Perkins and Will		●								
Samantha McKinney Communications and Engagement Perkins and Will		●			●					
Rebecca Alexander Carbon Planner LHB, Inc.							●	●		
Matt Metzger Civil Engineer Barr Engineering										●

References

Climate Ready DC

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Resilient Minneapolis

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City of Toronto Resilience Strategy

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Senior Policy Advisor - Strategy
Development, Resilience Office
City Manager's Office
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City of Faribault Downtown Master Plan and Sustainable Strategies

Dave Wanberg
City of Faribault
t. 507.333.0350
e. dwanberg@ci.faribault.mn.us

RELI Resilient Design Rating System

Susan Dorn
U.S. Green Building Council, Inc. &
Green Business Certification, Inc.
t. 202.742.3299
e. sdorn@usgbc.org

City of Cedar Falls

David Sturch
City of Cedar Falls
e. David.Sturch@cedarfalls.com

Minnesota Regional Indicators Initiatives

Robert Ellis
Public Works Director, City of Eden
Prairie
t. 952.949.8310
e. rellis@edenprairie.org

Climate Resilience Planning Risk Assessment

John Loomis
South Washington Watershed District
e. jloomis@ci.woodbury.mn.us

Workload

Our team was chosen to complete the City of Cedar Falls Sustainability Plan because of their expertise as well as their capacity to complete the Plan update by December 2020.

Section 04.

Scope of Services / Methodology

Methodology

Resilience is “the ability of individuals and systems to prevent, prepare for, and recover from adverse vulnerabilities while adapting to long-term changes.”

– CITY OF DULUTH COMMUNITY ENGAGEMENT PROCESS

Project Understanding

The project scope of work for the Cedar Falls Sustainability Plan is primarily related to community empowerment and sustainability plan development. Key participants in the plan development include the Community Team, the Resilient Community Advisory Commission (RCAC), the public, the City staff and technical staff, along with City partners. Major themes for the plan will focus on the economic, environmental and social benefits of environmental sustainability.

Our unique sustainability, resilience and climate planning team is comprised of highly knowledgeable planners with exceptional public engagement skills and strong GIS mapping capacity; nationally recognized resilience and adaptation expertise; and the upper-Midwest’s regional expert in city scale energy and carbon planning. Our team is ready and prepared to deliver the key outcomes requested in the RFP. **Our project lead, Doug Pierce is exceptionally well versed as an interdisciplinary and multi-scale planner known for innovative and elegant solutions to complex problems.**

Our team is prepared to deliver a Sustainability Plan that addresses the cities key drivers:

- Unify existing, and developing initiatives and strategies that support sustainability, resilience and emission reductions.
- Identify climate action strategies, implementation plans and metrics for measuring outputs and outcomes.
- Identify the community’s desired strategies using an equity lens in order to ensure benefits for all members and groups of the community.
- Leverage partnerships and the community towards prioritized strategies in support of climate action.

The engagement and outreach team is exceptionally skilled at developing and implementing “robust, creative, and inclusive, and meaningful community engagement.”

We include storytelling in our approach along with education. Our team knowledgeably uses webinars, social media, in-person meetings, group presentations, tabling, surveys, newspaper ads and more as outreach tools.

Doug Pierce and Becky Alexander are both highly knowledgeable climate experts with solid communication and education skills. Doug has been teaching graduate level sustainable design and resilience courses at the University of Minnesota to students and professionals for over a decade. Doug will bring those skills to the project. Their combined expertise provides both depth and breadth around the topics of Climate Adaptation, Resilience and Carbon Planning.

The work will progress along the following timeline:

- March 2020 Project Awarded
- April 2020 Project Begins
- August 2020 Project Status Update
- November 2020 Specialized Actions submitted to City Departments for consideration during annual goal-setting and budgeting process
- November 2020 Full Draft Report Submitted
- December 2020 Final Sustainability Plan for City Council Approval

Scope of Services and Methodology

Engagement and Communications

A successful Sustainability Plan must have at its foundation a commitment to social, economic and environmental resilience; a vision of the vital, people-focused city that will rewrite the playbook for best practices, while leaving room to evolve. The key components to this approach are listed below.

Engage The Community In A Dynamic, Collaborative Process

Our approach to the Cedar Falls Sustainability Plan is based on an interactive, participatory planning process that has been refined through hundreds of successful planning projects throughout the Midwest and nationwide.

The Perkins and Will team views effective public involvement and a robust stakeholder and community engagement process as the foundation for success of any project, helping to enrich proposed solutions while identifying and avoiding potential blind spots, and developing a constituency of informed and invested agency partners, elected officials, and members of the public.

There is tremendous benefit in involving the residential and business communities as well as other key stakeholders in an effective and meaningful way. A process that provides opportunities for participation will be effective at informing stakeholders about project objectives, providing a forum to voice their concerns, and creating a plan that responds to their needs.

Our approach to developing the Cedar Falls Sustainability Plan begins with a robust community engagement program informing every step of the planning process.

Such project stakeholder participation and involvement will establish a shared vision, nurture a responsive plan that reinforces the vision, and help build support and promote advocates to share in its implementation. We will work closely with Stakeholders (City and Community Leaders) and the public to create a clear, achievable vision, based on solid scientific and social equitable fundamentals

Our team has a proven track record of flexibility and thoughtfulness in how we structure and tailor the planning and engagement process based on the unique qualities of the community. In the following pages, you will see examples of successful engagement techniques that we have employed depending on the audience and outcome expected. Defining the specifics of the engagement plan will be one of the first strategies we develop with you in order to ensure the appropriate voices and perspectives have been heard in order to better understand their current attitudes and aspirations for the Sustainability Plan. The plan will identify reduction targets, implementation strategies, and vulnerabilities and provide a toolkit for action. Community involvement in the process will allow our team to identify key issues and concerns early on, develop alternative concepts and evaluate the alternatives in order to develop consensus around a preferred alternative. **We believe that delivering this unique tailored approach to the planning process will assist the development and buy-in of a unifying vision.**



Scope of Services and Methodology

Featured components of our approach to community engagement include:



Community Workshop

A Workshop will provide a forum to involve local residents and other stakeholders in a meaningful dialogue about the Sustainability Plan. The primary intent of the workshops are to augment the background analysis, brainstorm with the community to define strengths, weaknesses opportunities and threats. The workshops emphasize hands on, interactive and fun activities. We would recommend three workshops.



Listening Sessions / Focus Groups

Focus group meetings will allow the project team to host deeper conversations and receive detailed information from stakeholders who have an interest and knowledge of previous work or issues related to the Sustainability Plan. These conversations will help the project team refine the plan's vision and direction and ensure that the concerns of groups with specific issues (for example, city staff and departments, property/business owners) are included early on.



Project Website

The project website offers an opportunity to provide an overview of the project and inform members of the public. It provides an avenue to share project progress and to build interest and grow participation for the in-person workshops and open houses. We have generated project specific websites using Square Space as well as hosted sites such as Social pinpoint. Social media accounts have also be used successfully.



Communication Efforts

A key to the success of the planning process will be to engage the public, encouraging participation in the dialog at each public meeting. It is important the public is informed about the planning process and that they are familiar with the work that has been done to date. We will assist the City with preparing materials for use on the project website, blogs, newsletters, e-mail distribution lists, public notice advertisements, direct mailings, local newspapers, and other means of communication with the participants and community-at-large.

Some examples of our communication efforts include:

Social Media: Creation of a Facebook page and Twitter channel can help drive visitors to the project website so they can view project updates and information as they are uploaded. Similarly, Facebook and Twitter can be used to share information about upcoming in-person workshops and increase participation at those events.

News Releases, e-Newsletters and Media Alerts: These can be authored and submitted to contacts at local and regional news outlets, websites, and public access outlets. News releases and media alerts can be a useful tool to update the public on major project milestones, community meetings, significant findings and recommendations, and overall project successes.

Online surveys and real time polling: These tool summarize responses for all involved. Real-time polling can be used to give a visual representation to a workshop in real time. On-line surveys can be authored and sent out for the public to comment or the project at a time that works for their schedule.



← Engagement comes in many forms. We seek to find unique ways to connect within the communities we are working to hear from all voices.

Scope of Services and Methodology

Resilience and Climate Adaptation

Our team is uniquely skilled at looking forward, well into the future using the best available science to develop scenarios for climate and resilience action. We will focus on adaptation, resilience and social equity to deliver the follow outcomes as defined by the city:

- **Adaptation, Mitigation and Resiliency:** The Sustainability Plan should identify climate science predicted increased negative climate impacts and should incorporate appropriate mitigation, resilience and adaptation throughout.
- **Benefits Framing:** The Sustainability Plan should reinforce the benefits of sustainability action and focus on how the plan's elements will improve community well-being. The Sustainability Plan should discuss both the costs of inaction and discussing the costs of the recommended action.
- **Social Equity:** The Sustainability Plan should detail impacts on different communities and groups in Cedar Falls, and how the implementation will incorporate social equity and empowerment considerations; and
- **Partnerships:** The Sustainability Plan should incorporate actions that partners should prioritize, and ways the community can leverage these partnerships to initiate stronger climate action.

Systems Oriented GIS Data Analysis

Our team brings an expertise in systems thinking and data analysis – including geographic information system (GIS) mapping- as well as the ability to communicate the analysis in a clear and accessible way to a diverse audience of stakeholders.

As a fundamental resilience deliverable, our team will evaluate the intersection of long-term future scenarios surrounding riverine flooding and flashing flooding on infrastructure, essential amenities and vulnerable populations using science based systemic scenario thinking coupled with GIS mapping.

We can use this same approach to explore other key topics as defined by stakeholders and workshop groups. These area might include evaluation of opportunities and risk areas for extreme heat incidents and access to cooling shelters, along with other equity topics such as affordable housing. Based on the availability of existing data sets, other factors could include but are not limited to areas at risk for high levels of pollution exposure, limited access to public transit and or city institutions, and city infrastructure vulnerabilities based on the availability of existing data sets.

Ease of access to GIS data, and labor allowances will be used to maintain an appropriate scale and quantity of GIS mapping efforts.

This comprehensive, systems-oriented review will also focus on identifying factors that could create unequal impacts of climate change on different communities within Cedar Falls. We believe that the Sustainability Plan developed through this project should create positive, long-term environment and social stability for all members of the Cedar Falls community. We also believe that there is no one solution that would affect all members of a community alike. Identifying key factors associated with inequality is central to developing mitigation strategies that can be balanced to meet the various needs of a diverse community while working to reduce overall systemic inequities.

Energy Analysis for Mitigation and Adaptation

Our team includes exceptional skill in carbon planning and climate adaptation. We will provide a detailed Sustainability Plan using a Wedge analysis across multiple categories including residential energy, commercial energy, industrial energy, transportation, water, and paths toward Zero Waste. That work stream will be leveraged and combined with our climate adaptation knowledge to explore scenarios around the intersection of carbon mitigation, temperature change, renewable energy, energy efficiency and energy security for short-term crisis conditions and long-term energy independence at a citywide and regional scale.

Scope of Services and Methodology

Carbon Planning

With the strong focus of carbon emissions reductions our approach for this portion of the work will be to:

- Define Cedar Falls’ emissions reduction goal based on the latest climate science.
- Identify mitigation strategies based on available emissions data and / or emissions proxies.
- Leverage our community engagement process to incorporate new strategies that represent the community’s needs and values.
- Prioritize strategies based on a nuanced understanding of the potential impacts on emissions, life-cycle costs, social equity, and resilience.
- Provide implementation resources and tracking methods that empower and engage residents, businesses, and institutions to move from planning to action.

In addition to relying on our carbon planning experience and access to global best practices, our work will be informed by feedback from Cedar Falls stakeholders, ideas generated by community members, and insights from the concurrent work on adaptation and resilience planning.

The carbon planning scope will include the following tasks:

Develop a bold and transformative long-term vision for community-wide emissions.

- Based on the most current climate science, our team will evaluate Cedar Falls current status and assist in establishing appropriate emission reduction goals. We will engage stakeholders to discuss topics such as the implications of shifting to a carbon budget or leveraging achievable near- term milestones to support an aggressive long-term goal. We will also propose goals by sector (e.g. transportation) and by energy source (e.g. electricity) that reflect feasible timelines for transformative change.
- Our team will develop a list of strategies in the residential, commercial, industrial, transportation, water and waste sectors that would contribute to achieving the community’s greenhouse gas reduction goal(s).

- Leveraging the tools and expertise we have developed through our scenario planning experience our team will develop a wedge analysis to demonstrate the contribution of individual strategies toward Cedar Falls’ overall greenhouse gas reduction targets, aiming to demonstrate a feasible roadmap to achieving the community’s goal.

Deliverable: Base Services

- Establish Reduction Targets and Implementation Strategies
- Conduct a community-wide greenhouse gas inventory for the three most recent years with data available
- Help develop a long-term sustainability vision with science-based targets.
- Identify actions that can be achieved or in place by 2030, with general recommended timeline (short, medium, long-term).
- Quantify each proposed measure’s potential emission reduction.
- Estimate feasibility (technical) of strategies.
- Help ensure the collective actions positively impact all populations and move the city toward greater social equity. (Assuming this will be strongly rooted in the community engagement work)
- Develop a wedge analysis to understand the contribution of individual strategies toward the overall GHG reduction targets.

Optional additional service: Toolkit for Action

- Develop a system for monitoring and evaluating progress utilizing CDP
- Develop standard operating procedures for completing annual GHG emissions inventories (Municipal & Community-wide) and provide templates for completing.
- Develop a template for an annual report that can easily be communicated through a variety of media.

Scope of Work



PHASE 1 – DISCOVERY

Phase 1 of the planning process will focus on developing a City and Community Team (CT) and Public engagement strategy, synthesizing previous studies, examining the existing conditions, and working with the stakeholders to define opportunities for the Sustainability Plan around mitigation, adaptation and equity.

1.1 Community and Stakeholder Engagement Plan

Deliverable: Draft Community Engagement Plan that clarifies goals, roles, meeting schedule, workshop dates and public outreach and communication specifics. This will include a key understanding of the preparation and participation in key meetings and other community engagement activities.

1.2 Kick-Off and Planning Meetings with the City / Partners and other identified key stakeholders.

Deliverable: Agenda for kick off meeting, public participation and communications plan, and summary of meeting.

Agenda for Planning Meeting and finalized process plan.

Start Online Engagement

1.3 Review, analyze and integrate existing plans, initiatives, and other relevant planning studies.

Deliverable: An understanding of the issues, plans and strategies developed in previous planning efforts and synthesis of the illustrations and recommendations from each study, tool or policy.

1.4 Sustainability Discovery Findings

Our early Mitigation, Adaptation, Resilience, Benefits, Social Equity, Partnerships Discovery analysis will be based on existing studies, available data and knowledge gained from interviews and workshops.

Deliverable: Sustainability Discovery Findings as a slide deck that compiles information and summarizes findings regarding the short and long-term opportunities for climate action and resilience within the city and surrounding based on existing plans, reports and information. This information will 'set the stage' for starting Phase 2.

Scope of Services and Methodology

PHASE 2 — WORKSHOPS

This phase will focus on outreach and identifying solutions for carbon mitigation, adaptation, social equity and overall resilience. Our team will actively synthesize their professional expertise with that of local stakeholders, the city, and the public.

2.1 Update Online Engagement

Deliverable: Online and print media including the project webpage (site), social media, online surveys and news outlets will be used as outreach to the community.

2.2 Workshop Series #1: Identify Opportunities and Options

A stakeholder interview and workshop charrettes will be the primary events to establish a vision, plan options, preferred direction and steps towards implementation of the final plan.

We will utilize recognized charrette strategies to ensure that primary stake- holders and the public understand, contribute to, and feel ownership of the workshop options and concepts. This will be coupled with Rockefeller 100 Resilient Cities techniques around identify and addressing chronic shocks and stressors. The charrette agenda will be based on the following outline:

- **Primary Stakeholder Interviews and Workshop #1** occur on Day #1. The outcomes will help inform the Workshops to be held in Phase #2. Presentation to outline project purpose, existing conditions analysis and feasibility studies, roles and process and opportunities for involvement. The charrette team will elicit input on existing conditions, values, future vision, options and opportunities from the participants.
- **Public Workshop.** The Public Workshop follows the Stakeholder Interviews and Workshop to inform the Workshop. Presentation to outline project purpose, existing conditions analysis and feasibility studies, roles and process and opportunities for involvement. Charrette team will elicit input on existing conditions, values, future vision, options and opportunities from the participants.

Deliverable: Organize, lead and facilitate interviews and workshops. Capture all outcomes and post to a location assessable by the Stakeholders.

2.3 Prepare a Sustainability Plan Outline Draft

- The ideas that are developed and key findings/ outcomes from Workshop Series #1 will be documented and summarized in an outline form.
- The workshop outcomes will be used to inform follow-up research, development and additions to the outline.

Deliverable: Sustainability Plan Outline DRAFT

PHASE 3 — DRAFT SUSTAINABILITY PLAN

This phase will focus on prioritizing and synthesizing the options and opportunities identified and developed in Phase 2.

3.1 Update Online Engagement

Deliverable: Update the project webpage (site), social media. Publish notices to news outlet.

3.2 Workshop #2: Prioritize Options and Scenarios

A two-workshop charrette process will be the primary event to establish synthesize prioritized options, opportunities and follow-up work from Workshop Series #1. Stakeholders will be invited to participate in the Community Team Workshop. The charrette agenda will be based on the following outline:

- **Primary Stakeholder Workshop #2** The charrette Team will use input from the Workshops in Phase 2 to develop synthesized Implementation Scenarios that identify key strategies, resources and phasing for related actions. The implementation strategies will also represent stakeholder and public input to inform project objectives, measures, and technical criteria.

Deliverable: Organize, lead, and facilitate the workshop. Capture all outcomes and post to a location assessable by the Stakeholder Team.

Scope of Services and Methodology



3.3 Prepare Near Final Draft Sustainability Plan

The workshop outcomes will be used to inform follow-up research, development and additions to the outline. Follow-up will be performed by the consultant team, project stakeholders.

Deliverable: DRAFT Sustainability Plan for review by the City, stakeholders and interested members of the public.

PHASE 4 – FINAL PLAN AND APPROVAL

This phase will focus on the creation of an Open House Presentation, comment opportunity and a Finalized Report.

4.1 Update Online Engagement

Online and print media including the project webpage (site), social media and news outlets will be used as outreach to the community.

Deliverable: Near final DRAFT Sustainability Plan in the form of Slide Deck and outreach to the public about the Open House.

Workshop #3: Open House Presentation of Near Final Options and Scenarios

Workshop #3 will be structured as an iterative presentation in which content is presented as a series of short content sessions, with each session followed by a question, answer and comment period.

Comments will be used to make modest adjustments to the near final DRAFT as part of finalizing the Sustainability Plan.

Deliverable: Public presentation of the near final DRAFT of Sustainability plan to an Open House forum with comments.

Collection of final comments from the City, Stakeholders and Public.

4.3 Finalize Sustainability Plan

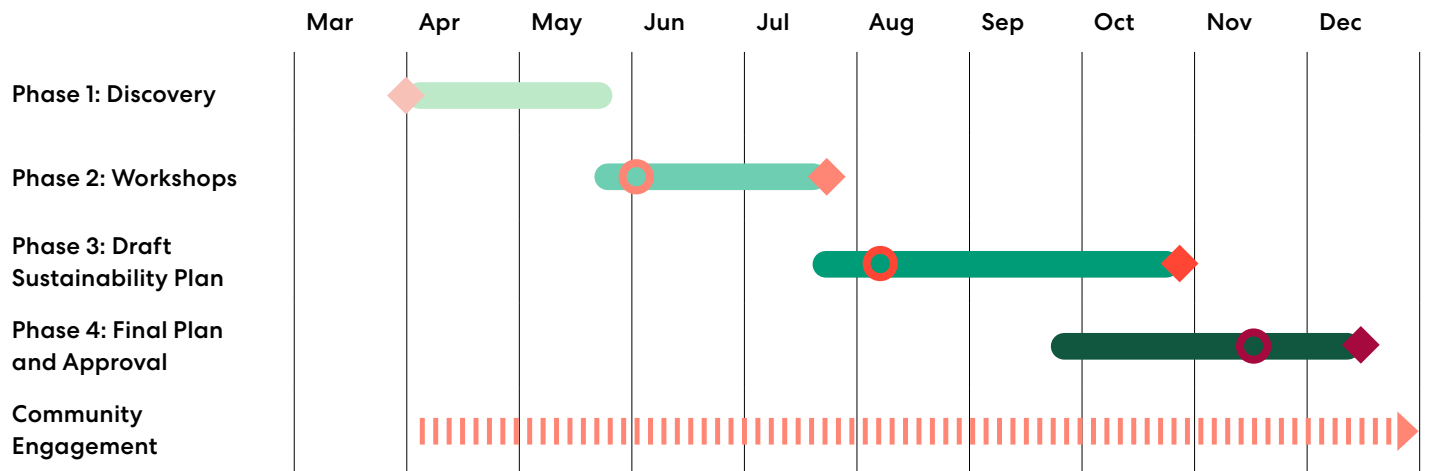
Deliverable: The Consulting Team will prepare a final Sustainability Plan with modest updates from the City, Community Team, Stakeholders and Public. Final report is anticipated to be a 20 to 25 page combination slide deck / report.

Section 05.

Proposed Project Schedule

Proposed Project Schedule

Cedar Falls Sustainability Plan



- ◆ Project Kick-off
- Stakeholder and Public Workshops
- ◆ Sustainability Plan Outline Draft
- Stakeholder Workshops Check-in and Update
- ◆ Submit Near Final (Full) Draft Plan
- Open House Presentation, Q+A, Comments
- ◆ Submit Final Plan for City Council Approval

Section 06.

Certificate of Insurance

SAMPLE CERTIFICATE OF INSURANCE (following page)

Attached please find our firm's sample Certificate of Insurance, reflecting the limits of our standard policies. All limits meet or exceed those required. Because our policies are written to include additional insured status based on a final, signed contract (which is the industry standard), we can issue a comprehensive, project-specific Certificate of Insurance, with The City of Cedar Falls afforded additional insured status, where appropriate, upon project award.



CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY)
6/28/2019

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).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : American Zurich Insurance Company		40142
INSURER B : Endurance Risk Solutions Assurance Co		43630
INSURER C : Lloyds & London Co		
INSURER D : Zurich American Insurance Company		16535
INSURER E : American Guarantee and Liab. Ins. Co.		26247
INSURER F :		

INSURED
1078545 PERKINS+WILL, INC.
ATTN: RICHARD NEMETH
2 BRYANT STREET
SAN FRANCISCO CA 94105

COVERAGES *** CERTIFICATE NUMBER: 11480890 REVISION NUMBER: XXXXXXXX

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO0926401	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP0926404	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	EXC10007382704	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0926402	7/1/2019	7/1/2020	<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
C	PROFESSIONAL LIABILITY	N	N	LDUSA1901441	7/1/2019	7/1/2020	\$2,000,000 PER CLAIM/\$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATE HOLDER 11480890 SAMPLE	CANCELLATION 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 <i>Joseph M. Agnello</i>
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Section 08.

Contract

Contract

Per the City's request, Perkins and Will has included on the following page a drafted Letter of Agreement that, with its suggested attachments, will form the basis for negotiation of our proposed contract.

We have completed a preliminary review of the Terms and Conditions provided by the City of Cedar Falls for this project. We believe it to be a well-drafted document that, with minor modifications to make it an even more comprehensive document relevant to the scope of work for this project, will provide a very reasonable basis for negotiation.

DRAFT – THIS LETTER OF AGREEMENT AND ALL ATTACHMENTS SHALL BE USED AS A BASIS FOR NEGOTIATION UPON SELECTION

February 20, 2020

Perkins and Will, Inc.
IDS Center
80 S. 8th Street, Suite 300
Minneapolis, MN 55402

Re: Letter of Agreement for City of Cedar Falls Sustainability Plan

Dear Ron Gaines:

This will acknowledge the City of Cedar Falls intends to enter into an Agreement with Perkins and Will, Inc. for Professional Planning and Strategy Services on the Sustainability Plan project as described in Perkins and Will, Inc.’s Proposal attached hereto. The services to be provided are included in the proposal. Additionally, the City’s Terms and Conditions are to be included and are attached to this agreement.

While the final Owner / Architect Agreement is being prepared City of Cedar Falls hereby authorizes Perkins and Will, Inc. to commence work on the Sustainability Plan.

Compensation will be as outlined in Perkins and Will, Inc.’s Cost Proposal, attached hereto. This lump sum agreement includes reimbursable expenses. Upon execution of the final Agreement, fees paid for all services under this authorization will be credited to the amounts under the final Agreement.

It is agreed that both parties will continue to negotiate the final Agreement in good faith with the intent of finalizing the agreement no later than 90 days after the date this proposal is submitted.

Should the parties be unsuccessful in reaching an agreement, Perkins and Will, Inc. will be entitled to all compensation earned, and Reimbursable Expenses incurred, as described above, through the date of written notice of termination of negotiations.

Very truly yours,

(CLIENT)

PERKINS and WILL, INC.

Signed

Signed

Title

Title

Dated

Dated

- Attachments to this Agreement:**
 Technical Proposal Response, dated February 20, 2020
 Cost Proposal Response, dated February 20, 2020
 City of Cedar Falls Terms and Conditions

**IDS Center
80 South Eighth Street
Suite 300
Minneapolis, MN 55402**



MAYOR ROBERT M. GREEN

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

JUNETEENTH – FREEDOM DAY

JUNE 19, 2020

WHEREAS, on January 1, 1863, President Lincoln issued the Emancipation Proclamation, declaring all enslaved people in the Confederacy “shall be then, thenceforward, and forever free”; and

WHEREAS, on June 19, 1865, Union soldiers arrived in Galveston, Texas, deep in the former Confederacy, to proclaim the end of slavery to the enslaved people of that region; and

WHEREAS, June 19th is celebrated as *Juneteenth – National Freedom Day* each year by descendants of more than four million enslaved people, to commemorate the end of American slavery; and

WHEREAS, after 250 years of institutionalized slavery, descendants of these enslaved people have faced oppression through segregation, red-lining, racial profiling, and other injustices; and

WHEREAS, healing and reconciliation from the trauma of slavery and its repercussions can only occur through open, frank dialogue, and a recognition of the dangers and damages caused by continued racism -- both overt and subtle; and

WHEREAS, the State of Iowa recognizes Juneteenth as an official state holiday; and

WHEREAS, the Cedar Valley is home to a richly diverse community committed to the health, safety, and well-being of every one of its members, we as the Citizens of Cedar Falls stand in solidarity with those pursuing equality, inclusion, and justice in their homes, workplaces, and communities in our region, across our state and nation, and around the world; and

WHEREAS, Juneteenth offers residents of Cedar Falls an opportunity to reflect and act on our individual and community responsibility to ensure justice for every member of society;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim June 19, 2020 as **Juneteenth** in Cedar Falls and encourage residents to celebrate the end of American slavery, work to end continued inequalities and endemic racism, and to actively participate in Juneteenth commemoration events both physical and virtual in Black Hawk County and beyond.



Signed this 11th day of June, 2020.

Mayor Robert M. Green



MAYOR ROBERT M. GREEN
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126



WASTE & RECYCLING
WORKERS WEEK

WASTE AND RECYCLING WORKERS WEEK JUNE 14 - 20, 2020

WHEREAS, the nation celebrates the Week of June 17 as National Waste and Recycling Workers Week; and

WHEREAS, according to the Center for Disease Control, the eradication of many diseases in the Western World is due in large part to higher public sanitation standards resulting from effective garbage disposal; and

WHEREAS, the proper collection and disposal of waste and recyclables is vital to preventing disease, litter and dump heaps; and

WHEREAS, refuse haulers contribute greatly to a tidy and clean community; and

WHEREAS, the City of Cedar Falls values and celebrates the trash collectors, dumpster haulers, sewage workers, street cleaners, and all others employed in the sanitation industry to serve residents and local businesses;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim the week of June 17 as **Waste and Recycling Workers Week** in Cedar Falls and encourage all citizens and local businesses to participate in opportunities to thank the men and women of the sanitation industry, and to visit wasterecyclingworkersweek.org to learn more about this important profession.



Signed this 11th day of June, 2020.



Mayor Robert M. Green

Jacque Danielsen

From: Kim Manning
Sent: Wednesday, June 03, 2020 1:45 PM
To: Jacque Danielsen
Cc: Stephanie Sheetz
Subject: FW: Term

Please consider this Jim Newcomb's letter of resignation from the Visitors and Tourism Board.

Best,

Kim Manning

Cedar Falls Tourism & Visitors Bureau
 and Hearst Center for the Arts

6510 Hudson Road, Cedar Falls, IA 50613

ph: 319-268-4266 | m: 319-231-1619

tf: 800-845-1955 | f: 319-277-9707

kim@CedarFallsTourism.org

www.CedarFallsTourism.org

#WeKnowHowToWeekend!



CEDAR FALLS

hearst



Sent: Tuesday, June 02, 2020 3:47 PM

To: Kim Manning;

Subject: Term

Hi Kim,

Hope you are surviving all this 'new normal'...know how it is impacting all travel and tourism currently. With the addition of the senseless looting going on, it is a strange new and troubling time. I'm not going to get into the politics, but I know that our country and people can come through this if we all work harder and LISTEN to each other. Sorry for the rant!

My purpose of this email. is to make you know of my intention to resign from the CFTVB. You and I briefly discussed this late last year. My term is up this fiscal and know you can find a great volunteer to fill the slot. If you require this in hard copy, I can send it over to you. I have enjoyed serving and am always energized by the support that the CFTVB provides and gives back to our great community. It was great working with you, the staff and other board members. Continued success to you!

Kind regards

Jim Newcomb



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126
www.cedarfalls.com

TO: City Council
FROM: Mayor *Rosolow*
DATE: June 8, 2020
SUBJECT: Human Rights Commission – Member Reappointments
REF: (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the re-appointment of the following members of the Human Rights Commission for three-year terms, as their current terms expire on July 1, 2020:
 - Mr. Spencer Luvert (Reappointment) – Term ends 7/1/2023
 - Mr. Willy B. Barney, Jr. (Reappointment) – Term ends 7/1/2023
 - Ms. Nichole Winther (Reappointment) – Term ends 7/1/2023

2. The board service of these three nominees has been reviewed by City staff. All members have had excellent attendance and have actively been contributing to the work of the Commission; all have agreed to serve for an additional term if approved by the City Council.

3. Please contact me if you have any questions about the above nominations.

xc: City Administrator
Director of Finance and Business Operations
Human Rights Liaison

#



MAYOR ROBERT M. GREEN

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

TO: City Council
FROM: Mayor Robert M. Green *Zorndean*
DATE: June 9, 2020
SUBJECT: Nomination of Mr. Dale Schrad for Planning and Zoning Commission Appointment
REF: (a) Code of Ordinances, City of Cedar Falls §18-19: Planning and Zoning Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I nominate Mr. Dale Schrad for appointment to the Planning and Zoning Commission to fill an existing vacancy with a term expiring November 1, 2021.
2. Mr. Schrad has been interviewed by the Selection Committee (Mayor Pro Tem, Commission Chair, Community Development Director, and Staff Liaison). That committee has recommended Mr. Schrad, and I concur that he is the best qualified candidate under consideration.
3. Mr. Schrad's General Application and Candidate Questionnaire are attached for your review; please let me know if you have any additional questions.

Encl: (1) Mr. Dale Schrad – General Application and Candidate Questionnaire

Xc: City Administrator
Director of Community Development
City Clerk

#

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact City Hall at (319) 273-8600. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: DALE E SCHRAD Gender: M Date: 5/15/2018
First MI Last

Home Address: 2922 MINNETONKA DRIVE Phone: 319.242.1988

Work Address: RETIRED Phone:

Email Address: daleschrad@gmail.com Cell:

Employer: AMBA CABINETS Position/Occupation: PLANT MANAGER

If Cedar Falls resident, length of residency: 25 YEARS Ward: 1st

NOMINEE FOR THE FOLLOWING (check any that apply):

- Art & Culture Board [X] Board of Adjustment [] Board of Appeals [] Board of Electric Examiners & Appeals [] Board of Mechanical Examiners & Appeals [] Board of Plumbing Examiners & Appeals [] Board of Rental Housing Appeals [] Civil Service Commission [] Community Center & Senior Services Board [] Health Trust Fund Board [X] Historic Preservation Commission [] Housing Commission [] Human Rights Commission [] Library Board of Trustees [X] Parks & Recreation Commission [X] Planning & Zoning Commission [X] Utilities Board of Trustees [] Visitors & Tourism Board

COMMUNITY INVOLVEMENT: Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)

CEDAR FALLS NOON LIONS 2015 - PRESENT - BOARD - VICE PRESIDENT

SPECIAL QUALIFICATIONS: Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.

JOURNMAN SIGN PAINTER - B.A. ST. AMBROSE COLLEGE. STARTED OWN BUSINESS 1975. SOLD IN 1989. BUILT MUSEUM OF AMERICAN SIGN TRADE SHOWS. 1989 TURNED TO MANAGEMENT 1st IN QUAD CITIES, THEN TO AMBA IN 1993. RETIRED IN 2015.

List reasons why you would like to be appointed and what contributions you believe you can make.

GREAT BACKGROUNDS IN MANAGEMENT, TROUBLE PROBLEM SOLVING, CREATIVE BACKGROUND (DEGREE IN ART) GOOD COMMUNICATOR

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.

NONE AT THIS TIME

Please mail completed application to: City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to boards@cedarfalls.com.



PLANNING & ZONING COMMISSION CANDIDATE QUESTIONNAIRE

Name: **Dale Schrad**

Date: **5/15/2020**

Can you regularly attend commission meetings on the 2nd and 4th Wednesdays of the month at 5:30pm? Yes No

1. Why are you interested in serving on the Planning and Zoning Commission?

✓ Cedar Falls is a progressive and growing community with a great deal of history! As any artist, with a love for architecture, I want to serve on a commission that has a passion for growth and change without stamping out our history and preserve our landmarks. We must be able to blend all areas.

2. What do you believe is the purpose and value of the Planning and Zoning Commission?

✓ The purpose and value is to move the city forward within the rules set forth by federal, state and city codes. Again we need to blend the needs of local business and history while improving family life. We need to make the improvements to attract other out of town businesses to always help our tax base, so we have the ability to serve and improve our infrastructure.

3. What is the city's appropriate role in community growth, as it relates to planning and zoning?

Change is inevitable, without change, we will lose! We must continue to make Cedar Falls a community that attracts businesses and families. We must have the proper mix of job opportunities, health facilities and recreation areas and this is a must to have community growth. How it relates to planning and zoning refer to question 2.

4. Staff is charged with using the ordinances and their professional experience to evaluate proposals on the factors set forth in City ordinances and adopted plans. Describe your experience reviewing reports, developing analytical questions, and respectfully discussing that in a meeting. How would you be part of that dialogue?

As a Special Projects and Lean Manufacturing Manager, also the Manager of Dynasty which had over 650 employees, I learned how to react, develop leaders and manage problems. As Special Project Manager, it was my job to design, develop schedules, P and L's, reports and also sell the projects to upper management and corporate. I was responsible for all DNR, EPA and OSHA regulations to make sure we did not violate any of the regs. As an artist with a lot of common sense, I can create, analysis and decide on many options.

5. What resources and activities would you use to be an informed Planning and Zoning Commissioner?

✓ Several things are important here! Research, cause and effect, local knowledge, long term affect and does it fit the community as well as improve all aspects of the Cedar Falls tax base and residents life.

6. Please list your organizational and relational connections which might pose potentials conflict of interest for items under consideration by the Planning and Zoning Commission.

I am currently president of the Cedar Falls Noon Lions and 2nd Vice District Governor elect of Iowa Lions State District 9NE. I also serve on the Board for The Friends of The Hearst. I am not on the boards, or have ever been, of any businesses, so I feel there would not be any conflict of interest. If there would be any conflict of interest that may arrise, I could bow out of any decision that would need to be made by the commission.

Please send this completed Candidate Questionnaire by the published deadline to:
 City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126,
 or e-mail to boards@cedarfalls.com. You will be notified shortly if selected as a Finalist for the appointment



MAYOR ROBERT M. GREEN

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

TO: City Council
FROM: Mayor Robert M. Green *Robert M. Green*
DATE: June 3, 2020
SUBJECT: Visitors and Tourism Board – Member Reappointment
REF: Code of Ordinances, City of Cedar Falls §17-299: Visitors and Tourism Board

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following members of the Visitors and Tourism Board for reappointment, as their current terms expire on July 1st.

- Mr. Brent Johnson (Reappointment) – Term ends 7/1/2023
- Mr. Andrew Woodrick (Reappointment) – Term ends 7/1/2023

2. The board service of these two nominees have been reviewed by Community Development staff; both members have had excellent attendance and have actively been contributing to the work of the Board; both have agreed to serve for an additional term if approved by the City Council.

3. Please contact me if you have any questions about the above nominations.

xc: City Administrator
Director of Community Development
Visitors, Tourism and Cultural Programs Manager

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

June 1, 2020

The Committee of the Whole met at City Hall via teleconference at 6:25 p.m. on June 1, 2020, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Simon Harding, Daryl Kruse, Mark Miller, Dave Sires, and Nick Taiber. Staff members attended from all City Departments, as well as members of the community teleconferenced in.

The Mayor introduced the second item on the agenda Grow Cedar Valley Update. Cary Darrah, President, made some opening remarks and introduced Lisa Skubal. Ms. Skubal reviewed the external marketing campaign and recent development. She stated external projects continue to be active in the past couple of months for site selections, even with the pandemic. Staff has been re-evaluating marketing trips both nationwide and international, due to the pandemic, postponing some trade shows. She stated they are encouraging small business to apply for funding and have Covid-19 resources on their web page. Ms. Skubal stated her and Shane Graham have worked with area businesses to complete a State of Iowa survey on the impact of Covid-19. Ms. Darrah reviewed the unemployment rate, which has increased to around 14% from 2.75%, due to the pandemic. She introduced Will Frost, Director of Talent Development. Mr. Frost stated they are monitoring the unemployment rate and stated this has created an opportunity to get the unemployed reengaged and we have been helping employers work from home. He stated the Economic Inclusion Conference is planned for October and they hope for 300 participants. Ms. Darrah stated they have hosted various webinars and other virtual opportunities for businesses. Jim Schaefer stated he has spoken to the investors and they remain upbeat and we need to stick together as a community to get through this. He also thanked the City for their partnership. Ms. Darrah stated they continue to have some employees work from home and this has been good due to the construction in the Tech. I building and they do have a plan to return to the office. She stated they will available by appointment until the offices are reopened.

There being no discussion, Mayor Green moved to the final item on the agenda, bills and payroll. Susan deBuhr moved to approve the bills and payroll as presented, and Simon Harding seconded the motion. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. The motion carried unanimously.

There being no further, Simon Harding moved for adjournment. Susan deBuhr seconded the motion and the motion carried unanimously. Mayor Green adjourned the meeting at 6:46 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA

June 10, 2020

Honorable Mayor Green and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Mayor Green and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Planner III. Listed below are the top ranked candidates with their combined weighted average test scores. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

Rank	Name	Combined Averaged Score
1	Thomas Weintraut, Jr.	309
2	Robert Messenger	272
3	Michelle Pezley	251

Respectfully Submitted,

John Clopton, Commission Chairperson

Sue Armbrecht, Commissioner

Paul Lee, Commissioner

Approved by roll call vote on 6-10-20 in the absence of signing at an in-person meeting due to COVID-19.

Approved by roll call vote on 6-10-20 in the absence of signing at an in-person meeting due to COVID-19.

Approved by roll call vote on 6-10-20 in the absence of signing at an in-person meeting due to COVID-19.

Orig: Jacque Danielsen, City Clerk

Cc: Civil Service Records, Stephanie Sheetz, Karen Howard

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

June 10, 2020

Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Green and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing instrument for the position of Public Safety Officer. Listed below are the names of the top ranked candidates with their written test score percentages, applicable Veteran's Preference percentage points, and total percentage points with preference, as applicable. Tied percentages are presented in alphabetical order by applicant name, if applicable.

<u>Applicant Name</u>	<u>Overall Test Score %</u>	<u>Veteran's Preference %</u>	<u>Total % Points With Preference</u>
1. Caitlin Ryan	94		94
2. John Kramer IV	87	5	92
3. Jordan Womochil	89		89
4. Mitchell Boxwell	87		87

Respectfully Submitted,

John Clopton, Commission Chairperson

Sue Armbrecht, Commissioner

Paul Lee, Commissioner

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Approved by roll call vote on 6-10-20 in the absence of signing at an in-person meeting due to COVID-19.

Orig: Jacque Danielsen, City Clerk

Cc: Director of Public Safety Jeff Olson
Ass't Director of Public Safety/Acting Chief Berte
Civil Service Records

Instructions on the reverse side

For period (MM/DD/YYYY) July 1 / 1 / 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Suds
Physical Location Address 2223 1/2 college st. City Cedar Falls ZIP 50613
Mailing Address 2223 1/2 college st. City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-9961

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Up the Stairs Inc.
Mailing Address 2223 1/2 college st. City Cedar Falls State IA ZIP 50613
Phone Number 319-277-9961 Fax Number _____ Email Sudsupstairs@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Shane Bray Name (please print) _____
Signature [Signature] Signature _____
Date 5-25-20 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county Cedar Falls issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 1:01 1 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Walmart Inc. DBA: Walmart #753

Physical Location Address 525 Brandilynn Blvd City Cedar Falls ZIP 50613

Mailing Address 702 SW 8th St City Bentonville State AR ZIP 72716-0500

Business Phone Number 479-204-0585

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Walmart Inc.

Mailing Address 702 SW 8th St City Bentonville State AR ZIP 72716-0500

Phone Number 479-204-0585 Fax Number 479-204-9864 Email complic@walmart.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) David Reading

Name (please print) _____

Signature [Signature]

Signature _____

Date 5-29-20

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
 Craig Berte, Assistant Police Chief
Date: June 11, 2020
Re: Beer/Liquor License Applications

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
- b) Holiday Inn Express & Suites, 1614 Technology Parkway, Class C beer - renewal.
- c) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
- d) Hong Kong Chinese Restaurant, 6306 University Avenue, Special Class C liquor - renewal.
- e) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
- f) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
- g) Montage, 222-224 Main Street, Class C liquor, Class B wine & outdoor service - renewal.
- h) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
- i) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
- j) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
- k) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street, Special Class C liquor & outdoor service – 6-month permit.
- l) Casey's General Store, 5908 Nordic Drive, Class E liquor - new.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 4, 2020
SUBJECT: FY2021 Appropriations Resolution

Please find attached the Appropriations Resolution for the fiscal year beginning July 1, 2020 and ending June 30, 2021 submitted for your approval. The resolution outlines in detail the FY2021 budget that was approved by Council in February. For informational purposes, the FY2021 budgeted revenues are attached. Starting last year, there was a new requirement by the State of Iowa to include a detail listing of all transfers in the budget. Therefore, to comply with this requirement, we have included that listing as part of the resolution again this year.

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

RESOLUTION NUMBER _____

RESOLUTION APPROPRIATING MONEY FROM SEVERAL FUNDS FOR PAYMENT OF ALL EXPENSES IN THE ADMINISTRATION OF THE AFFAIRS OF THE CITY OF CEDAR FALLS, IOWA FOR THE YEAR 2020-2021.

WHEREAS, Section 24.3 Code of Iowa, 2019, relating to the "local Budget Law" provides that no Municipality shall certify or levy in any year any tax on property subject to taxation, unless and until estimates have been made, filed and considered and;

WHEREAS, these estimates of income and expenses are declared to be necessary for the peace, health, and general welfare of the City of Cedar Falls, Iowa, now therefore;

BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, that:

SECTION 1. The estimates of income from all sources available for expenditure in the fiscal year beginning July 1, 2020 and ending June 30, 2021 is \$89,729,620 as follows, to-wit:

Office Receipts	\$ 47,743,630.00
Taxes	22,511,560.00
Transfers	<u>9,918,680.00</u>
Total estimated income	\$ 80,173,870.00
Use of Cash Carryover	<u>9,555,750.00</u>
Total estimated funds available	\$ 89,729,620.00

SECTION 2. That the estimated revenues from tax levies and all other sources be and the same are hereby appropriated, apportioned and set aside for the several funds for the payment of payrolls, bills and claims that may be properly and legally made.

SECTION 3. That an appropriation not necessary for the use for which it was appropriated may be used to defray expenditures for any other items in the fund to which it belongs.

SECTION 4. That the total estimated income of \$89,729,620.00 be appropriated for expenditures according to the several funds as follows, to-wit:

CODE NUMBER	DESCRIPTION	APPROPRIATION	
<u>GENERAL FUND</u>			
ADMINISTRATIVE/LEGISLATIVE/MISCELLANEOUS:			
CITY COUNCIL			
101-1168-441. 61-01	City Council - Salaries & Wages	44,660.00	
64-05	Worker' Compensation	90.00	
65-01	FICA	3,430.00	
66-01	IPERS	3,000.00	
TOTAL CITY COUNCIL:			51,180.00
MISCELLANEOUS			
101-1199-411. 32-62	Grants - Fire Ext./CPR Training	3,000.00	
32-70	Grants - Police Operations	35,000.00	
101-1199-421. 31-10	Grants - Cultural Services	30,000.00	
31-20	Grants - Library	25,000.00	
31-40	Grants - Parks & Recreation	20,000.00	
101-1199-431. 88-01	C.F. Disabled	34,140.00	
88-02	C.F. Elderly -RTC	22,760.00	
88-03	C.F. Elderly HVAAA	33,700.00	
88-11	C.F. Met	323,370.00	
88-12	MET Capital Replacement	15,950.00	
101-1199-441. 88-20	Lobbyist	18,000.00	
88-23	CV Coalition	1,660.00	
101-1199-441. 72-19	Official Printing	25,000.00	
81-01	Contract Services	11,000.00	
81-02	Audit	57,000.00	
81-03	Recording Fees	3,000.00	
81-09	Human Rights Commission	1,500.00	
81-11	City Election	0.00	
82-01	Telephone	2,000.00	
83-05	Travel (Food/Mileage/Lodging)	5,900.00	
83-06	Education & Training	5,800.00	
84-01	Liability Insurance	234,970.00	
87-05	Vehicle Maintenance	51,510.00	
89-11	League Dues & Travel	12,000.00	
89-13	Contingency	60,000.00	
89-14	Refunds	2,000.00	
101-1199-481. 43-01	Transfer to Debt Service	100,890.00	
43-04	TIF Transfer	1,300,000.00	
101-1199-441. 92-05	Budget reduction implement, staffing, one-time cap project	600,000.00	
TOTAL MISCELLANEOUS:			3,035,150.00

MAYOR'S OFFICE

Personal Services

101-1158-441.	61-01	Salaries & Wages (Reg)	99,750.00
	62-01	Payroll Accrual	440.00
	62-02	Severance Accrual	70.00
	64-01	Health Insurance Premiums	14,750.00
	64-02	Health Insurance Reimbursements	210.00
	64-03	Life Insurance	310.00
	64-04	Long Term Disability	310.00
	64-05	Worker's Compensation Insurance	210.00
	65-01	F.I.C.A.	7,630.00
	66-01	I.P.E.R.S.	9,420.00

Commodities

101-1158-441.	71-01	Office Supplies & Postage	800.00
	72-01	Operating Supplies	3,000.00

Services and Charges

101-1158-441.	81-12	Computer Services	7,190.00
	81-98	Economic Development Activities	0.00
	82-01	Telephone	1,400.00
	83-03	Outings/Dinners/Awards	940.00
	83-04	Dues & Memberships	400.00
	83-05	Travel (Food/Mileage/Lodging)	3,000.00
	83-06	Education & Training	800.00
	84-01	Operating Insurance	640.00

Capital Outlay

101-1158-441.	93-01	Equipment	500.00
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TOTAL MAYOR'S OFFICE:

151,770.00

CITY ADMINISTRATOR

Personal Services

101-1118-441.	61-01	Salaries & Wages (Reg)	342,970.00
	62-01	Payroll Accrual	1,520.00
	62-02	Severance Accrual	5,590.00
	64-01	Health Insurance Premiums	32,210.00
	64-02	Health Insurance Reimbursements	570.00
	64-03	Life Insurance	1,050.00
	64-04	Long Term Disability	1,080.00
	64-05	Worker's Compensation Insurance	720.00
	65-01	F.I.C.A.	21,750.00
	66-01	I.P.E.R.S.	32,380.00

Commodities

101-1118-441.	71-01	Office Supplies	200.00
	72-11	Books & Magazines	200.00
	72-19	Printing	100.00

Services and Charges

101-1118-441.	81-12	Computer Services	10,070.00
	81-25	Promotional Tapes & Adv.	8,000.00
	81-31	Svc. Bus Retention & Expansion	1,500.00
	81-98	Economic Development Activities	150,000.00
	81-97	Communication Specialist Activities	500.00

82-01	Telephone	1,300.00
83-04	Memberships	2,750.00
83-05	Travel & Meals	4,000.00
83-06	Education	2,000.00
84-01	Operating Insurance	890.00
87-05	Vehicle Maintenance	0.00

Capital Outlay

101-1118-441. 93-01	Equipment	600.00
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TOTAL CITY ADMINISTRATOR:

621,950.00

FBO ADMINISTRATION

Personal Services

101-1026-441. 61-01	Salaries & Wages (Reg)	167,850.00
61-02	Part-time	46,360.00
61-03	Overtime	0.00
62-01	Payroll Accrual	740.00
62-02	Severance Accrual	2,740.00
64-01	Health Insurance Premiums	13,660.00
64-02	Health Insurance Reimbursements	190.00
64-03	Life Insurance	510.00
64-04	Long Term Disability	530.00
64-05	Worker's Compensation Insurance	350.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	13,300.00
66-01	I.P.E.R.S.	20,230.00

Commodities

101-1026-441. 71-01	Office Supplies & Printing	300.00
72-99	Postage	300.00

Services and Charges

101-1026-441. 81-48	Contract Services	1,500.00
82-01	Telephone	500.00
83-04	Dues & Memberships	680.00
83-05	Travel & Meals	2,000.00
83-06	Education	2,000.00
86-01	Repair & Maintenance	100.00

Capital Outlay

101-1026-441. 93-01	Equipment	500.00
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TOTAL FBO ADMINISTRATION:

274,340.00

FINANCIAL SERVICES

Personal Services

101-1028-441. 61-01	Salaries & Wages (Reg)	395,940.00
61-02	Part-time	40,280.00
61-03	Overtime	500.00
62-01	Payroll Accrual	1,750.00
62-02	Severance Accrual	6,460.00

64-01	Health Insurance Premiums	78,280.00	
64-02	Health Insurance Reimbursements	1,100.00	
64-03	Life Insurance	1,220.00	
64-04	Long Term Disability	1,230.00	
64-05	Worker's Compensation Insurance	830.00	
64-06	Unemployment	3,760.00	
65-01	F.I.C.A.	33,410.00	
66-01	I.P.E.R.S.	41,240.00	
<u>Commodities</u>			
101-1028-441.	71-01 Office Supplies & Printing	6,000.00	
	72-99 Postage	4,200.00	
	73-99 Disaster Supplies	2,000.00	
<u>Services and Charges</u>			
101-1028-441.	81-12 Computer Services	23,840.00	
	81-13 Microfilming/Digital Imaging	1,500.00	
	81-32 Tuition Assistance Program	25,000.00	
	81-33 Employee Survey	10,000.00	
	81-35 Employee Recognition Program	4,000.00	
	81-48 Contract Services	1,500.00	
	81-50 Pre-employment Physical Exams	45,000.00	
	81-52 Random Drug Testing	3,400.00	
	81-53 Job Notices	20,000.00	
	81-55 Employee Assistance Program	5,000.00	
	81-56 Employee Wellness Program	28,000.00	
	81-57 Comprehensive Pay Plan Study	15,000.00	
	82-01 Telephone	2,500.00	
	83-04 Dues & Memberships	1,620.00	
	83-05 Travel & Meals	2,100.00	
	83-06 Education	1,900.00	
	84-01 Operating Insurance	2,120.00	
	86-01 Repair & Maintenance	4,150.00	
	89-81 Cafeteria Plan	7,500.00	
	89-82 Section 105	14,400.00	
<u>Capital Outlay</u>			
101-1028-441.	93-01 Equipment	3,000.00	
TOTAL FINANCIAL SERVICES:			839,730.00
LEGAL SERVICES			
<u>Personal Services</u>			
101-1048-441.	61-01 Salaries & Wages (Reg)	229,400.00	
	61-03 Overtime	500.00	
	62-01 Payroll Accrual	1,010.00	
	62-02 Severance Accrual	1,300.00	
	64-01 Health Insurance Premiums	19,640.00	
	64-02 Health Insurance Reimbursements	400.00	
	64-03 Life Insurance	710.00	
	64-04 Long Term Disability	730.00	
	64-05 Worker's Compensation Insurance	410.00	
	65-01 F.I.C.A.	15,640.00	
	66-01 I.P.E.R.S.	21,700.00	
<u>Commodities</u>			
101-1048-441.	71-01 Office Supplies	990.00	
	72-11 Dues & Publications	8,500.00	

Services and Charges

101-1048-441.	81-12	Computer Services	11,350.00
	81-29	Legal Fees	142,000.00
	81-30	Code Enforcement	17,000.00
	81-51	Post-employment Physical Exams	37,000.00
	81-99	Civil Service Commission	5,000.00
	82-01	Telephone	780.00
	83-04	Memberships	800.00
	83-05	Travel (Food/Mileage/Lodging)	250.00
	83-06	Education & Training	750.00

TOTAL LEGAL SERVICES:

515,860.00

PUBLIC RECORDS DIVISION

Personal Services

101-1008-441.	61-01	Salaries & Wages (Reg)	185,880.00
	61-02	Part-time	45,630.00
	62-01	Payroll Accrual	810.00
	62-02	Severance Accrual	3,020.00
	64-01	Health Insurance Premiums	39,640.00
	64-02	Health Insurance Reimbursements	570.00
	64-03	Life Insurance	560.00
	64-04	Long Term Disability	580.00
	64-05	Worker's Compensation Insurance	400.00
	65-01	F.I.C.A.	17,720.00
	66-01	I.P.E.R.S.	21,860.00

Commodities

101-1008-441.	71-01	Office Supplies & Printing	5,000.00
	72-99	Postage	1,000.00

Services and Charges

101-1008-441.	81-12	Computer Services	7,350.00
	82-01	Telephone	1,700.00
	83-04	Memberships	500.00
	83-05	Travel & Meals	2,000.00
	83-06	Education	1,500.00
	84-01	Operating Insurance	650.00
	86-01	Repair & Maintenance	2,000.00
	87-01	Rentals	1,000.00

Capital Outlay

101-1008-441.	93-01	Equipment	1,500.00
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TOTAL PUBLIC RECORDS DIVISION:

340,870.00

LIBRARY

Personal Services

101-1060-423.	61-01	Salaries & Wages (Reg)	502,330.00
	61-02	Part-time	436,940.00
	62-01	Payroll Accrual	2,230.00
	62-02	Severance Accrual	8,190.00
	64-01	Health Insurance Premiums	88,230.00
	64-02	Health Insurance Reimbursements	1,800.00
	64-03	Life Insurance	1,540.00
	64-04	Long Term Disability	1,580.00

64-05	Worker's Compensation Insurance	1,980.00
65-01	F.I.C.A.	71,850.00
66-01	I.P.E.R.S.	88,670.00
<u>Commodities</u>		
101-1060-423. 71-01	Office Supplies	10,000.00
72-19	Printing	2,000.00
72-75	Display	2,000.00
72-76	Public Relations	1,000.00
72-99	Postage	17,500.00
73-06	Building Repair	3,000.00
<u>Services and Charges</u>		
101-1060-423. 81-01	Professional Services	5,000.00
81-12	Computer Services	38,190.00
81-91	License & Service Contracts	13,000.00
82-01	Telephone	3,930.00
83-05	Travel (Food/Mileage/Lodging)	4,000.00
83-06	Education & Training	5,000.00
84-01	Operating Insurance	23,320.00
85-01	Utilities & Heating	72,000.00
86-01	Repair & Maintenance	28,000.00
89-33	Friends Supported Programs	40,000.00
89-34	Endowment Supported Programs	60,000.00
<u>Transfers</u>		
101-1060-423. 50-01	General Fund	169,980.00
<u>Personal Services</u>		
101-1061-423. 61-01	Salaries & Wages (Reg)	120,490.00
61-02	Part-time	9,300.00
62-01	Payroll Accrual	530.00
62-02	Severance Accrual	1,960.00
64-01	Health Insurance Premiums	21,500.00
64-02	Health Insurance Reimbursements	480.00
64-03	Life Insurance	370.00
64-04	Long Term Disability	380.00
64-05	Worker's Compensation Insurance	270.00
65-01	F.I.C.A.	9,930.00
66-01	I.P.E.R.S.	12,250.00
<u>Commodities</u>		
101-1061-423. 71-11	Technical Processing Supplies	30,000.00
<u>Services and Charges</u>		
101-1061-423. 81-12	Computer Services	10,000.00
81-91	Licenses & Service Contracts	40,000.00
81-92	Technology services	25,000.00
89-19	Co-Lab Materials	2,000.00
89-20	Adult Books	45,000.00
89-21	Young Adult Books	18,000.00
89-22	Youth Books	48,000.00
89-23	Large Print Books	6,000.00
89-24	Audio	8,000.00
89-25	Video	41,000.00
89-26	Non-print Resources	19,000.00
89-29	Newspapers	1,650.00
89-31	Periodicals	6,500.00
89-35	Youth Audio	8,800.00

89-36	Youth Video	10,500.00	
89-37	Young Adult Audio	2,000.00	
89-38	Young Adult Video	1,000.00	
89-42	Adult E-materials	18,000.00	
89-44	Young Adult E-materials	1,000.00	
89-46	Youth E-materials	5,500.00	
89-47	Library of Things	2,500.00	
<u>Capital</u>			
101-1061-423. 93-01	Capital Reserve	29,460.00	
TOTAL LIBRARY:			2,259,630.00
COMMUNITY DEVELOPMENT:			
ADMINISTRATION			
<u>Personal Services</u>			
101-2205-432. 61-01	Salaries & Wages (Reg)	138,830.00	
61-02	Part-Time	0.00	
61-03	Overtime	1,550.00	
62-01	Payroll Accrual	610.00	
62-02	Severance Accrual	2,260.00	
64-01	Health Insurance Premiums	13,890.00	
64-02	Health Insurance Reimbursements	200.00	
64-03	Life Insurance	430.00	
64-04	Long Term Disability	440.00	
64-05	Worker's Compensation Insurance	300.00	
65-01	F.I.C.A.	9,480.00	
66-01	I.P.E.R.S.	13,100.00	
<u>Commodities</u>			
101-2205-432. 71-01	Office Supplies	860.00	
71-06	Office Equipment Supplies	0.00	
72-01	Operating Supplies	190.00	
72-11	Books	700.00	
72-19	Printing Supplies	650.00	
72-25	Mileage	480.00	
72-60	Safety Supplies	50.00	
72-99	Postage	500.00	
73-01	Repair & Maintenance	950.00	
<u>Services and Charges</u>			
101-2205-432. 81-12	Computer Services	4,820.00	
82-01	Telephone	2,000.00	
83-04	Membership dues	1,000.00	
83-05	Travel	2,500.00	
83-06	Education & Training	1,000.00	
84-01	Operating Insurance	430.00	
86-01	Repair & Maintenance	200.00	
86-09	Office Machine Maintenance	750.00	
88-09	Tourism Office	21,880.00	
88-10	Black Hawk County Health Dept.	13,000.00	
88-16	Visitors & Convention Bureau	437,500.00	
88-17	Cedar Falls Band	35,000.00	
88-35	Tourism Administrative	25,000.00	
88-36	Trail Fund Maintenance/Reserve	43,750.00	
88-38	Cedar Valley Soccer	10,000.00	

88-43	Tourism Marketing Fund	78,750.00
88-44	Community Center Support	70,000.00
88-49	HLS Capital	30,620.00

Capital Outlay

101-2205-432. 93-01	Equipment	100.00
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TOTAL CD/ADMINISTRATION:

963,770.00

INSPECTION SERVICES DIVISION

Personal Services

101-2235-412. 61-01	Salaries & Wages (Reg)	526,990.00
61-02	Part-time	48,110.00
61-03	Overtime	20,000.00
62-01	Payroll Accrual	2,320.00
62-02	Severance Accrual	8,580.00
64-01	Health Insurance Premiums	92,900.00
64-02	Health Insurance Reimbursements	1,630.00
64-03	Life Insurance	1,620.00
64-04	Long Term Disability	1,670.00
64-05	Worker's Compensation Insurance	6,850.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	45,520.00
66-01	I.P.E.R.S.	56,170.00

Commodities

101-2235-412. 71-01	Office Supplies	1,500.00
71-07	Code Enforcement Supplies	10,000.00
72-08	Photography	0.00
72-11	Books, Magazines & Periodicals	3,000.00
72-16	Tools	500.00
72-17	Uniforms	2,080.00
72-19	Printing & Supplies	2,400.00
72-60	Safety Supplies	1,200.00
72-99	Postage	2,300.00
73-01	Repair & Maintenance	0.00

101-2235-412. 81-01	Professional Services	1,000.00
81-12	Computer Services	22,800.00
82-01	Telephone	7,020.00
83-04	Membership Dues	3,100.00
83-05	Travel	5,600.00
83-06	Education	6,200.00
84-01	Operating Insurance	2,020.00
86-01	Repairs & Maintenance	0.00
87-05	Vehicle Maintenance	43,720.00
89-15	Credit Card Charges	20,000.00

Capital Outlay

101-2235-412. 93-01	Equipment	750.00
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TOTAL INSPECTION SERVICES DIVISION:

947,550.00

PLANNING & COMMUNITY SERVICES DIVISION

Personal Services

101-2245-442.	61-01	Salaries & Wages (Reg)	418,890.00
	61-02	Part-time	2,500.00
	61-03	Overtime	1,000.00
	62-01	Payroll Accrual	1,850.00
	62-02	Severance Accrual	6,820.00
	64-01	Health Insurance Premiums	53,210.00
	64-02	Health Insurance Reimbursements	1,050.00
	64-03	Life Insurance	1,290.00
	64-04	Long Term Disability	1,340.00
	64-05	Worker's Compensation Insurance	880.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	32,320.00
	66-01	I.P.E.R.S.	39,890.00

Commodities

101-2245-442.	71-01	Office Supplies	1,020.00
	72-01	Operating Supplies	490.00
	72-08	Film & Processing	500.00
	72-11	Books & Magazines	650.00
	72-19	Printing	2,600.00
	72-25	Mileage	190.00
	72-60	Safety	150.00
	72-91	Code Enforcement	0.00
	72-99	Postage	4,800.00

Services and Charges

101-2245-442.	81-01	Professional Services	13,000.00
	81-12	Computer Services	16,510.00
	81-16	Zoning Ordinance	200,000.00
	81-17	Flood Hazard Mitigation Plan	0.00
	81-18	INRCOG	13,350.00
	81-25	Promotional Tapes & Adv.	0.00
	81-31	Services, Business Retention & Expansion	0.00
	81-40	Public Information Program	0.00
	82-01	Telephone	1,900.00
	83-04	Memberships	1,900.00
	83-05	Travel & Meals	3,500.00
	83-06	Education & Training	3,500.00
	83-07	Registrations	0.00
	84-01	Operating Insurance	1,470.00
	86-01	Repair & Maintenance	2,100.00
	89-79	Single Family Conversion Incentive	100,000.00

Capital Outlay

101-2245-442.	93-01	Equipment	90.00
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TOTAL PLANNING & COMMUNITY SERVICES DIVISION:

928,760.00

CULTURAL SERVICES

Personal Services

101-2280-423.	61-01	Salaries & Wages (Reg)	64,730.00
	61-50	Coordinators	249,160.00
	61-54	Instructors	35,000.00
	61-56	Community Program Personnel	0.00
	62-01	Payroll Accrual	290.00
	62-02	Severance Accrual	1,060.00
	64-01	Health Insurance Premiums	4,620.00
	64-02	Health Insurance Reimbursements	190.00
	64-03	Life Insurance	200.00
	64-04	Long Term Disability	200.00
	64-05	Worker's Compensation Insurance	690.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	25,270.00
	66-01	I.P.E.R.S.	31,190.00

Commodities

101-2280-423.	71-01	Office Supplies	2,000.00
	72-11	Dues, Books & Magazines	500.00
	72-25	Mileage	100.00
	72-70	Classroom Supplies	7,500.00
	72-71	Gallery Supplies	3,000.00
	72-72	Products for Resale	2,000.00
	72-73	Grounds Supplies	3,000.00
	72-74	Volunteer/Services Supplies	2,500.00
	72-99	Postage	2,000.00
	73-01	Repair & Maintenance	1,000.00

Services and Charges

101-2280-423.	81-01	Professional Service Contracts	12,000.00
	81-06	Printing and Publications	6,000.00
	81-12	Computer Services	11,400.00
	81-60	Exhibition fees	4,500.00
	81-61	Promotions	6,000.00
	82-01	Telephone	2,500.00
	83-04	Dues & Memberships	750.00
	83-05	Travel (Food/Mileage/Lodging)	1,800.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	1,010.00
	85-01	Utilities & Heating	14,000.00
	86-01	Repair & Maintenance	3,000.00
	87-05	Vehicle Maintenance	4,730.00
	88-21	Public Art	17,500.00
	89-01	Miscellaneous	500.00
	89-14	Refunds	600.00
	89-15	Credit Card Charges	1,500.00
	89-33	Friends Supported Program	10,000.00

Capital Outlay

101-2280-423.	92-01	Structures, Improvements & Buildings	5,000.00
	93-01	Equipment	4,000.00

TOTAL CULTURAL SERVICES:

543,990.00

RECREATION SERVICES DIVISION

Personal Services

101-2253-423.	61-01	Salaries & Wages (Reg)	321,190.00
	61-09	Wellness & Facility Supervisor	85,370.00
	61-10	General Maintenance Receptionist	9,000.00
	61-11	Youth Softball/Baseball Wages	10,000.00
	61-12	Playground Wages	60,000.00
	61-14	Center Wages	105,000.00
	61-15	Youth Sports/Active Wages	20,000.00
	61-16	Maintenance Wages	12,000.00
	61-17	Adult Sports/Active Wages	8,000.00
	61-24	Swim Lesson Instructor Wages	33,000.00
	61-25	Adult Exercise Wages	65,000.00
	61-26	Special Event Wages	2,000.00
	61-27	Child Care Wages	13,500.00
	61-30	Indoor Pool Head-Lifeguard Wages	23,500.00
	61-31	Indoor Pool Lifeguard Wages	16,000.00
	61-35	Outdoor Pool Manager	12,500.00
	61-36	Outdoor Pool Assistant Manager	22,000.00
	61-37	Outdoor Pool Lifeguard Wages	143,000.00
	61-39	Outdoor Pool Cashier	14,000.00
	61-40	Outdoor Pool Concession Wages	33,000.00
	61-41	Outdoor Pool Maintenance Wages	21,000.00
	62-01	Payroll Accrual	1,420.00
	62-02	Severance Accrual	5,240.00
	64-01	Health Insurance Premiums	54,660.00
	64-02	Health Insurance Reimbursements	760.00
	64-03	Life Insurance	980.00
	64-04	Long Term Disability	1,010.00
	64-05	Worker's Compensation Insurance	14,400.00
	65-01	F.I.C.A.	77,180.00
	66-01	I.P.E.R.S.	97,140.00

Commodities

101-2253-423.	71-01	Office Supplies	14,000.00
	72-19	Printing	2,000.00
	72-25	Mileage	200.00
	72-28	Playground and Camp Supplies	23,000.00
	72-30	Drop-In Equipment & Supplies	9,000.00
	72-31	Youth Sports/Active Equipment	28,000.00
	72-32	Adult Sports Supplies	12,000.00
	72-37	General Misc. Program Supplies	1,000.00
	72-38	Staff Shirts	2,000.00
	72-41	Concessions (Pool)	39,000.00
	72-42	Swim Program	3,000.00
	72-43	Rec Concessions	0.00
	72-44	Exercise Equipment Repairs	7,000.00
	72-47	Adult Exercise Equipment/Supplies	11,000.00
	72-49	Child Care Supplies	400.00
	72-50	Special Event Supplies	3,200.00
	73-16	Beach House	5,000.00
	73-17	Chemical - Pool	34,000.00

Services and Charges

101-2253-423.	81-01	Professional Services	16,000.00
	81-04	Jr. Golf Transfer	0.00
	81-12	Computer Services	46,260.00
	82-01	Telephone	4,000.00
	83-04	Membership Dues	500.00
	83-05	Travel	1,500.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	4,110.00
	85-01	Utilities (Center & Ball field)	75,000.00
	85-05	Utilities (Pool)	86,000.00
	86-30	Maintenance & Repair (General)	49,000.00
	86-31	Maintenance & Repair (Pool)	58,000.00
	87-04	C.F. Schools' Facilities Rental	30,000.00
	87-05	Vehicle Maintenance	8,670.00
	87-06	Beach House Reserve	5,000.00
	89-04	Sales Tax	75,000.00
	89-06	Operations (Indoor Pool)	52,000.00
	89-14	Refunds	5,000.00
	89-15	Credit Card Charge	25,000.00

Capital Outlay

101-2253-423. 92-01 Structures, Improvements & Buildings 0.00

TOTAL RECREATION SERVICES DIVISION:

2,017,690.00

PUBLIC WORKS:

ENGINEERING SERVICES DIVISION

Personal Services

101-6625-432.	61-01	Salaries & Wages (Reg)	1,025,110.00
	61-02	Part-Time	47,600.00
	61-03	Overtime	30,000.00
	62-01	Payroll Accrual	4,520.00
	62-02	Severance Accrual	16,710.00
	64-01	Health Insurance Premiums	148,470.00
	64-02	Health Insurance Reimbursements	2,610.00
	64-03	Life Insurance	3,150.00
	64-04	Long Term Disability	3,230.00
	64-05	Worker's Compensation Insurance	14,380.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	83,620.00
	66-01	I.P.E.R.S.	104,090.00

101-6625-432.	71-01	Office Supplies	2,000.00
	71-08	Public Advertising	1,500.00
	72-08	Photography	200.00
	72-11	Books, magazines & periodicals	800.00
	72-16	Tools	400.00
	72-17	Uniforms	1,000.00
	72-18	Survey	4,500.00
	72-19	Printing & supplies	1,000.00
	72-25	Mileage	200.00
	72-26	Testing & Lab	200.00
	72-60	Safety Supplies	1,800.00

72-99	Postage	3,000.00
73-05	Operating Equipment	7,400.00
73-08	Radio & Communications	0.00

Services and Charges

101-6625-432.	81-12	Computer Services	33,550.00
	81-44	USGS River Gauge	12,000.00
	82-01	Telephone	9,000.00
	83-04	Membership Dues	2,500.00
	83-05	Travel	3,500.00
	83-06	Education & Training	5,500.00
	83-07	Registrations	1,500.00
	84-01	Operating Insurance	2,980.00
	86-01	Operating Equipment	2,500.00
	86-25	Engineering & Architecture	50,000.00
	86-29	Lab & Testing	1,000.00
	87-05	Vehicle Maintenance	47,970.00

Capital Outlay

101-6625-432.	93-01	Equipment	5,000.00
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TOTAL ENGINEERING SERVICES DIVISION:

1,684,490.00

CEMETERY SECTION

Personal Services

101-6613-433.	61-01	Salaries & Wages (Reg)	125,600.00
	61-02	Part-time	75,850.00
	61-03	Overtime	3,500.00
	62-01	Payroll Accrual	560.00
	62-02	Severance Accrual	2,040.00
	64-01	Health Insurance Premiums	28,010.00
	64-02	Health Insurance Reimbursements	390.00
	64-03	Life Insurance	390.00
	64-04	Long Term Disability	400.00
	64-05	Worker's Compensation Insurance	3,800.00
	64-06	Unemployment	11,890.00
	65-01	F.I.C.A.	15,690.00
	66-01	I.P.E.R.S.	19,350.00

Commodities

101-6613-433.	72-01	Operating Supplies	15,000.00
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Services and Charges

101-6613-433.	81-12	Computer Services	7,320.00
	82-01	Telephone	1,000.00
	84-01	Operating Insurance	650.00
	85-01	Utilities	8,000.00
	86-01	Repair & Maintenance	1,000.00
	87-05	Vehicle Maintenance	4,240.00

Capital Outlay

101-6613-433.	92-01	Structures, Improve. & Buildings, Road Improve., Signs	1,000.00
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TOTAL CEMETERY SECTION:

325,680.00

GOLF SECTION

Personal Services

101-6623-423.	61-01	Salaries & Wages (Reg)	0.00
	62-01	Payroll Accrual	0.00
	62-02	Severance Accrual	0.00
	64-01	Health Insurance Premiums	0.00
	64-02	Health Insurance Reimbursements	0.00
	64-03	Life Insurance	0.00
	64-04	Long Term Disability	0.00
	64-05	Worker's Compensation Insurance	0.00
	65-01	F.I.C.A.	0.00
	66-01	I.P.E.R.S.	0.00

Commodities

101-6623-423.	72-01	Operating Supplies	0.00
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Services and Charges

101-6623-423.	81-12	Computer Services	410.00
	82-01	Telephone	1,750.00
	84-01	Operating Insurance	40.00
	85-01	Utilities	10,000.00
	86-01	Repair & Maintenance	5,000.00
	87-05	Vehicle Maintenance	12,210.00

TOTAL GOLF SECTION:

29,410.00

PARK SECTION

Personal Services

101-6633-423.	61-01	Salaries & Wages (Reg)	307,410.00
	61-02	Part-time	383,440.00
	61-03	Overtime	5,000.00
	62-01	Payroll Accrual	1,360.00
	62-02	Severance Accrual	5,010.00
	64-01	Health Insurance Premiums	41,200.00
	64-02	Health Insurance Reimbursements	950.00
	64-03	Life Insurance	950.00
	64-04	Long Term Disability	970.00
	64-05	Worker's Compensation Insurance	7,860.00
	64-06	Unemployment Insurance	27,650.00
	65-01	F.I.C.A.	48,050.00
	66-01	I.P.E.R.S.	65,690.00

Commodities

101-6633-423.	71-01	General Office Supplies	500.00
	72-01	Operating Supplies	131,410.00

Services and Charges

101-6633-423.	81-01	Contracts	19,000.00
	81-12	Computer Services	29,760.00
	82-01	Telephone	3,850.00
	83-04	Membership Dues	450.00
	83-05	Travel	720.00
	83-06	Education & Training	1,040.00
	84-01	Operating Insurance	2,640.00

85-01	Utilities	33,000.00
86-01	Repair & Maintenance	11,000.00
87-05	Vehicle Maintenance	356,180.00

Capital Outlay

101-6633-423.	92-01	Structures, Improvements & Buildings	334,800.00
	93-01	Equipment	15,000.00

TOTAL PARK SECTION:

1,834,890.00

PUBLIC BUILDINGS:

Personal Services

101-6616-446.	61-01	Salaries & Wages (Reg)	91,100.00
	61-02	Part-time	0.00
	61-03	Overtime	780.00
	62-01	Payroll Accrual	400.00
	62-02	Severance Accrual	1,490.00
	64-01	Health Insurance Premiums	20,500.00
	64-02	Health Insurance Reimbursements	290.00
	64-03	Life Insurance	280.00
	64-04	Long Term Disability	290.00
	64-05	Worker's Compensation Insurance	1,800.00
	64-06	Unemployment	270.00
	65-01	F.I.C.A.	7,030.00
	66-01	I.P.E.R.S.	8,670.00

Commodities

101-6616-446.	72-01	Operating Supplies	67,000.00
	72-17	Uniforms	1,500.00
	72-54	Building	3,430.00
	73-05	Operating Equipment	15,000.00
	73-06	Building Repair	51,000.00

Services and Charges

101-6616-446.	81-08	Pest Control	2,130.00
	81-12	Computer Services	18,340.00
	82-01	Telephone	1,000.00
	82-04	Radio	0.00
	83-06	Education	1,500.00
	84-01	Operating Insurance	1,630.00
	85-01	Public Utility Services	127,000.00
	86-02	Building & Grounds	283,020.00
	86-14	Mechanical Equipment Servicing	15,000.00
	86-30	Maintenance & Upkeep	6,000.00
	87-05	Vehicle Maintenance	5,870.00

Capital Outlay

101-6616-446.	93-01	Equipment	260,000.00
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TOTAL PUBLIC BUILDINGS SECTION:

992,320.00

FIRE DEPARTMENT

Personal Services

101-4511-414.	61-01	Salaries & Wages (Reg)	1,997,540.00
	61-02	Part-time	26,590.00

61-03	Overtime	30,000.00
61-78	Part-time - POC/PSO Program	290,060.00
62-01	Payroll Accrual	10,110.00
62-02	Severance Accrual	37,270.00
64-01	Health Insurance Premiums	331,620.00
64-02	Health Insurance Reimbursements	4,700.00
64-03	Life Insurance	5,330.00
64-04	Long Term Disability	7,200.00
65-01	F.I.C.A.	37,920.00
66-01	I.P.E.R.S.	10,780.00

Commodities

101-4511-414.	71-01	Office Supplies	3,500.00
	72-02	Laundry	500.00
	72-04	SCBA Supplies	6,000.00
	72-07	EMS/Rescue Supplies	7,000.00
	72-08	Camera/Photo	500.00
	72-09	Equipment Repair	7,500.00
	72-10	Fire Prevention	7,000.00
	72-11	Dues, Books & Magazines	4,500.00
	72-19	Printing	1,750.00
	72-20	Firefighter Equipment Supplies	30,000.00
	72-23	Radio Fees & MDC fees	13,000.00
	72-77	Volunteer Recruiting & Supplies	5,000.00
	72-78	Fire Investigations	500.00
	72-99	Postage	3,500.00
	73-02	Dormitory Furnishings	4,000.00
	73-06	Building Repair	5,000.00
	73-10	Headquarter Supplies	5,500.00

Services and Charges

101-4511-414.	81-12	Computer Services	74,550.00
	81-46	Emergency Management Agency	53,320.00
	81-71	Consolidated Dispatch	131,490.00
	81-75	NIRG	19,630.00
	82-01	Telephone	10,400.00
	83-05	Travel (Food/Mileage/Lodging)	15,500.00
	83-06	Education & Training	19,000.00
	84-01	Operating Insurance	6,620.00
	85-01	Utilities & Heating	70,000.00
	86-01	Repair & Maintenance	5,000.00
	86-50	Service Contract	9,000.00
	87-05	Vehicle Maintenance	175,740.00
	89-40	Uniform Allowance	25,000.00

Capital Outlay

101-4511-414.	93-01	Equipment	6,000.00
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TOTAL FIRE DEPARTMENT:

3,515,120.00

POLICE DEPARTMENT

Personal Services

101-5521-415.	61-01	Salaries & Wages (Reg)	4,063,480.00
	61-02	Part-time	70,000.00
	61-03	Overtime - Regular	56,000.00
	61-05	Comm. Service Officers	118,260.00
	61-70	Overtime - Holiday	14,000.00

61-77	Reserve-External	14,000.00	
61-78	Reserve - Paid On-Call Program	53,250.00	
62-01	Payroll Accrual	18,140.00	
62-02	Severance Accrual	66,860.00	
64-01	Health Insurance Premiums	505,150.00	
64-02	Health Insurance Reimbursements	10,260.00	
64-03	Life Insurance	3,190.00	
64-04	Long Term Disability	13,140.00	
65-01	F.I.C.A.	158,850.00	
66-01	I.P.E.R.S.	28,010.00	
<u>Commodities</u>			
101-5521-415.	71-01 Office Supplies	6,500.00	
	71-04 Tickets	2,000.00	
	71-05 Advertising & Notices	400.00	
	71-07 Code Enforcement	7,000.00	
	72-01 Operating Supplies	22,000.00	
	72-08 Photo & Identification	11,000.00	
	72-11 Magazines & Subscriptions	2,500.00	
	72-19 Printing	3,750.00	
	72-20 Officers' Equipment	40,000.00	
	72-21 Community Service Projects	3,500.00	
	72-23 Radio Fees & MDC fees	30,000.00	
	72-24 Ammunition	26,000.00	
	72-29 MIRT Equipment	3,500.00	
	72-33 Police Auxiliary Program	6,000.00	
	72-34 Community Svc. Officer Program	2,500.00	
	72-99 Postage	2,400.00	
<u>Services and Charges</u>			
101-5521-425.	81-20 Humane Society	120,000.00	
	81-21 After Hours Animal Control	2,000.00	
101-5521-415.	81-01 Professional Services	6,000.00	
	81-12 Computer Services	202,730.00	
	81-58 Witness fees/Subpoenas	2,500.00	
	81-70 Contract Services	2,500.00	
	81-71 Consolidated Dispatch	262,960.00	
	82-01 Telephone	22,400.00	
	83-04 Dues & Memberships	3,000.00	
	83-05 Travel (Food/Mileage/Lodging)	25,000.00	
	83-06 Education & Training	20,000.00	
	83-08 Academy	27,000.00	
	84-01 Operating Insurance	12,590.00	
	85-01 Utilities	48,000.00	
	86-05 Equipment Repairs	10,000.00	
	86-06 Weapon Maintenance	1,500.00	
	87-05 Vehicle Maintenance	333,770.00	
	89-40 Uniform Allowance	33,000.00	
	89-43 Buy Money	1,000.00	
<u>Capital Outlay</u>			
101-5521-415.	93-01 Equipment	43,750.00	
TOTAL POLICE DEPARTMENT:			6,541,340.00
TOTAL GENERAL FUND:			28,415,490.00

OTHER FUNDS

CABLE TELEVISION FUND

Personal Services

254-1088-431.	61-01	Salaries & Wages (Reg)	233,100.00
	61-02	Part-time	14,060.00
	61-03	Overtime	1,000.00
	62-01	Payroll Accrual	1,020.00
	62-02	Severance Accrual	3,800.00
	64-01	Health Insurance Premiums	40,140.00
	64-02	Health Insurance Reimbursements	680.00
	64-03	Life Insurance	730.00
	64-04	Long Term Disability	740.00
	64-05	Worker's Compensation Insurance	750.00
	65-01	F.I.C.A.	18,920.00
	66-01	I.P.E.R.S.	23,340.00

Commodities

254-1088-431.	71-05	Advertising	200.00
	72-01	Operating Supplies	6,000.00
	72-11	Dues, books, magazines	3,000.00
	73-01	Repair & Maintenance Supplies	3,000.00

Services and Charges

254-1088-431.	81-12	Computer Services	19,690.00
	81-37	Legal Services	5,000.00
	82-01	Telephone	1,300.00
	83-05	Travel (Food/Mileage/Lodging)	1,500.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	6,490.00
	86-01	Repair & Maintenance	5,000.00
	87-05	Vehicle Maintenance Fund	6,150.00
	89-18	Community Programming	35,000.00

Capital Outlay

254-1088-431.	92-01	Structures, Improvements & Buildings	0.00
	93-01	Equipment	215,000.00

Transfers

254-1088-481.	50-01	General Fund Transfer	32,210.00
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TOTAL CABLE TELEVISION FUND:

678,820.00

DATA PROCESSING FUND

Personal Services

606-1078-441.	61-01	Salaries & Wages (Reg)	366,430.00
	61-02	Part-Time	35,370.00
	61-03	Overtime	210.00

62-01	Payroll Accrual	1,620.00
62-02	Severance Accrual	5,970.00
64-01	Health Insurance Premiums	59,260.00
64-02	Health Insurance Reimbursements	950.00
64-03	Life Insurance	1,120.00
64-04	Long Term Disability	1,150.00
64-05	Worker's Compensation Insurance	2,150.00
65-01	F.I.C.A.	30,740.00
66-01	I.P.E.R.S.	37,940.00

Commodities

606-1078-441.	71-01	Office Supplies	8,500.00
	72-01	Operating Supplies	3,500.00

Services and Charges

606-1078-441.	81-01	Professional Services	1,000.00
	81-40	Public Information Program: Currents	32,500.00
	81-41	EGOV	30,000.00
	81-42	CJIS Operations & System Expansion	25,000.00
	81-43	Library Computer Services	35,000.00
	81-70	Contract Services	35,000.00
	82-01	Telephone	6,000.00
	82-30	Fiber Optics	53,600.00
	83-05	Travel (Food/Mileage/Lodging)	1,500.00
	83-06	Education & Training	6,000.00
	84-01	Operating Insurance	10,280.00
	86-01	Repair Maintenance	25,000.00
	86-10	Software Support Agreements	187,430.00

Capital Outlay

606-1078-441.	93-01	Equipment	328,580.00
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TOTAL DATA PROCESSING FUND:

1,331,800.00

PARKING FUND

Personal Services

258-5531-435.	61-01	Salaries & Wages (Reg)	77,490.00
	61-02	Part-time	111,910.00
	62-01	Payroll Accrual	350.00
	62-02	Severance Accrual	1,260.00
	64-01	Health Insurance	18,460.00
	64-02	Health Insurance Reimbursement	260.00
	64-03	Life Insurance	260.00
	64-04	Long Term Disability	260.00
	64-05	Worker's Compensation Insurance	1,700.00
	65-01	F.I.C.A.	14,500.00
	66-01	I.P.E.R.S.	17,880.00

Commodities

258-5531-435.	71-01	Office Supplies	800.00
	71-04	Ticket Envelopes	3,000.00
	72-01	Operating Supplies	3,000.00
	72-17	Uniforms	500.00
	72-99	Postage	500.00

Services and Charges

258-5531-435.	81-12	Computer Services	9,640.00
	81-22	Consultant - Parking Study	75,000.00
	81-48	Contract Services	50,000.00
	82-01	Telephone	650.00
	84-01	Operating Insurance	2,500.00
	86-01	Repair & Maintenance	500.00
	87-05	Vehicle Maintenance Fund	4,340.00

Capital Outlay

258-5531-435.	92-01	Structures, Improvements & Buildings	28,500.00
258-5531-435	93-01	Equipment	25,000.00

Transfers

258-5531-485.	50-01	Transfers to General Fund	21,380.00
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TOTAL PARKING FUND:

469,640.00

COMMUNITY CENTER AND SENIOR SERVICES FUND

Personal Services

262-1092-423.	61-02	Part-Time	38,010.00
	64-05	Worker's Compensation	560.00
	65-01	FICA	2,910.00
	66-01	IPERS	3,590.00

Commodities

262-1092-423.	71-01	Office Supplies	700.00
	72-01	Operating Supplies	2,400.00
	72-19	Printing	300.00
	72-99	Postage	600.00
	73-54	Promotional Materials	400.00

Services and Charges

262-1092-423	81-12	Computer Services	2,010.00
	82-01	Telephone	750.00
	84-01	Insurance	530.00
	85-01	Utilities	15,000.00
	86-01	Repairs & Maintenance	4,000.00
	87-01	Contract Rentals	8,000.00
	89-08	Trips Buses	12,000.00

Capital Outlay

262-1092-423.	93-01	Equipment	500.00
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Transfers

262-1092-483.	50-01	Transfer to General Fund	16,480.00
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TOTAL COMMUNITY CENTER & SENIOR SERVICES FUND:

108,740.00

VEHICLE REPLACEMENT FUND

<u>Capital Outlay</u>			
685-6698-446.	93-01	Equipment	340,000.00
TOTAL VEHICLE REPLACEMENT FUND:			340,000.00
HOSPITAL FUND			
<u>Services and Charges</u>			
215-1230-421.	88-45	Community Health Care Program	187,000.00
	89-45	Farm Taxes	12,000.00
<u>Capital Outlay</u>			
215-1230-421.	92-01	Structures, Improvements & Buildings	20,000.00
TOTAL HOSPITAL FUND:			219,000.00
TRUST AND AGENCY FUND			
292-5521-415.	53-01	Police Retirement	1,020,170.00
292-5521-415.	54-01	Police Work Comp	71,100.00
293-4511-414.	53-02	Fire Retirement	557,690.00
293-4511-414.	54-02	Fire Work Comp	105,090.00
<u>Transfers</u>			
724-0000-487.	50-01	Transfers to General Fund	2,626,090.00
724-0000-487.	50-03	Transfers to S.S.M.I.D. - downtown	186,380.00
724-0000-487.	50-06	Transfers to S.S.M.I.D. - college hill	27,030.00
TOTAL TRUST AND AGENCY FUND:			4,593,550.00
DEBT SERVICE FUND			
311-1801-468.	41-17	2009A Capital Loan Notes-TIF/Princ.	165,000.00
	41-37	2012 Sewer Financing Principal	855,000.00
	41-38	2016 Sewer Bonds Principal	580,000.00
	41-67	2016 GO Bonds	265,000.00
	41-63	2009 Capital Loan Notes/Princ.	0.00
	41-36	Sewer SRF Loan/Princ.	318,000.00
	41-39	2018 Sewer Bonds	195,000.00
	41-68	2018 GO Bonds	255,000.00
	41-40	2018 Stormwater Bonds Principal	80,000.00
	42-17	2009A Capital Loan Notes-TIF/Inter.	25,670.00
	42-37	2012 Sewer Financing Interest	298,900.00
	42-38	2016 Sewer Bonds Interest	99,700.00
	42-67	2016 Go Bonds/Interest	33,300.00
	42-63	2009 Capital Loan Notes/Inter.	0.00
	42-36	Sewer SRF Loan/Interest	163,740.00
	42-39	2018 Sewer Bonds/Interest	83,650.00
	42-40	2018 Stormwater Bonds Interest	35,500.00
	42-68	2018 Go Bonds/Interest	110,850.00
	42-69	2020 GO Bonds Interest	100,890.00
311-1801-481.	50-00	TIF Transfers	2,797,420.00
TOTAL DEBT SERVICE FUND:			6,462,620.00
GENERAL OBLIGATION BOND FUND			
<u>Capital Outlay</u>			

437-1220-431.	98-67	Hudson Rd. Recreation Trail Phase IV	20,000.00
	98-80	Infrastructure Oversizing	50,000.00

438-1220-431.	94-55	Camera's	20,000.00
	95-27	Union Rd. Trail Phase II	530,000.00
	95-48	Bunker Gear	10,000.00
	95-70	Trail Oversizing	20,000.00
	95-73	Sidewalk Reconstruction Program	75,000.00
	98-23	Greenhill Rd & South Main Intersection	490,000.00
	98-24	Annual Street Repair-Amenities	60,000.00
	98-33	Fire Tank Truck	200,000.00
	98-59	Olive St. Box Culvert	200,000.00
	98-66	Sidewalk Infill	50,000.00
	98-77	Center Street Improvements	550,000.00
	98-87	Slope Repair	220,000.00

TOTAL GENERAL OBLIGATION BOND FUND:			2,495,000.00
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TIF BOND FUND

430-1220-431.	91-10	Industrial Park Expansion	5,000,000.00
	92-54	Downtown Streetscape	1,738,430.00
	94-29	College Hill Maintenance & Improvements	10,000.00
	97-50	Parking Ramp Feasibility Study	100,000.00
	97-51	Downtown 100 Block Lot Purchase	257,260.00
	97-53	W. 22nd St. Realignment & Expansion	25,000.00
	97-56	Prairie Parkway Landscaping	160,000.00
	97-69	Hwy. 58 Interesection & Viking Rd. LT Improvements	3,748,330.00
	97-70	Viking Road Reconstruction	150,000.00
	95-76	Downtown Maintenance & Improvements	10,000.00
	97-79	Ridgeway Ave. Reconstruction	300,000.00
	97-80	North Industrial Park Insurance & Maintenance	30,000.00
	97-81	Industrial Park Land Acquisition	1,500,000.00
	97-82	Downtown Brick Replacement	472,000.00
	97-85	College Hill Parking Lot Improvements	220,000.00
	97-85	College Hill Signage Improvements	5,000.00
	97-85	College Hill Pavement Markings	2,500.00
	97-87	River Place Development	700,000.00
	97-93	Downtown Wayfinding Signage	16,000.00

TOTAL TIF BOND FUND:			14,444,520.00
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STREET REPAIR FUND

Capital Outlay

242-1240-431.	92-44	Street Reconstruction	1,450,000.00
	92-46	Street Restoration	1,450,000.00
	92-51	Seal Coat	100,000.00
	92-84	Cedar Heights Drive	228,000.00
	92-91	W. 12th St. Reconstruction	300,000.00
	92-92	W. 22nd St. Expansion	300,000.00
	95-16	University Avenue	255,000.00

TOTAL STREET REPAIR FUND:

4,083,000.00

CAPITAL PROJECTS FUND

Capital Outlay

443-1220-431.	50-01	Design/Construction/Inspection	400,000.00
	94-16	City Hall Repurpose & Remodel	1,500,000.00
	94-90	Downtown TIF-SSMD Reimbursement	75,440.00
	98-03	Code Enforcement, Property Clean-up, Condemnation	45,000.00
	98-04	Property Acquisitions	70,000.00
	98-35	Northern Cedar Falls Landscaping Improvements	25,000.00
	98-88	Extension of Ashworth Dr. to Hudson Rd.	265,000.00
	98-90	College Hill TIF SSMID Reimbursement	5,940.00

TOTAL CAPITAL PROJECTS FUNDS:

2,386,380.00

FLOOD RESERVE FUND

405-1220-431.	98-77	Center Street Improvements	25,000.00
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TOTAL FLOOD RESERVE FUNDS:

25,000.00

BLOCK GRANT FUND

Personal Services

223-2224-432.	61-01	Salaries & Wages (Reg)-PPM	3,720.00
	61-02	Part-Time	2,610.00
	62-01	Payroll Accrual-PPM	20.00
	62-02	Severance Accrual-PPM	60.00
	64-01	Health Insurance Premiums-PPM	620.00
	64-02	Health Insurance Reimbursements-PPM	10.00
	64-03	Life Insurance-PPM	10.00
	64-04	Long Term Disability-PPM	10.00
	64-05	Worker's Compensation Insurance-PPM	10.00
	65-01	F.I.C.A.-PPM	480.00
	66-01	I.P.E.R.S.-PPM	590.00

Commodities

223-2224-432.	71-01	Office Supplies	100.00
	72-01	Operating Supplies	150.00
	72-11	Books, Magazines & Dues	100.00
	72-19	Printing	100.00
	72-25	Mileage	50.00
	72-99	Postage	150.00

Services and Charges

223-2224-432.	81-01	Contracted Services	31,500.00
	81-12	Computer Services	6,160.00
	82-01	Telephone	300.00
	83-05	Travel (Food/Mileage/Lodging)	1,000.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	1,060.00

86-01	Equipment Maintenance	160.00	
<u>Personal Services</u>			
223-2234-432. 61-01	Salaries & Wages	2,660.00	
62-01	Payroll Accrual - HR	10.00	
62-02	Severance Accrual - HR	40.00	
64-01	Health Insurance Premiums - HR	340.00	
64-02	Health Insurance Reimbursements - HR	0.00	
64-03	Life Insurance - HR	10.00	
64-04	Long Term Disability - HR	10.00	
64-05	Worker's Compensation Insurance - HR	10.00	
65-01	F.I.C.A - HR	200.00	
66-01	I.P.E.R.S. - HR	250.00	
<u>Services and Charges</u>			
223-2234-432. 81-01	Contracted Services	48,500.00	
89-50	Housing Rehabilitation	505,580.00	
89-60	Service Agencies	38,000.00	
TOTAL BLOCK GRANT FUND:			645,580.00
HOUSING VOUCHERS FUND			
<u>Personal Services</u>			
217-2214-432. 61-01	Salaries & Wages (Reg)	62,830.00	
61-02	Part-Time	63,680.00	
61-03	Overtime	1,040.00	
62-01	Payroll Accrual	280.00	
62-02	Severance Accrual	1,020.00	
64-01	Health Insurance Premiums	14,340.00	
64-02	Health Insurance Reimbursements	200.00	
64-03	Life Insurance	200.00	
64-04	Long Term Disability	200.00	
64-05	Worker's Compensation Insurance	270.00	
65-01	F.I.C.A.	9,750.00	
66-01	I.P.E.R.S.	12,050.00	
<u>Commodities</u>			
217-2214-432. 71-01	Office Supplies	300.00	
72-01	Operating Supplies	440.00	
72-11	Books, Magazines & Dues	700.00	
72-25	Mileage	100.00	
72-99	Postage	1,500.00	
<u>Services and Charges</u>			
217-2214-432. 81-01	Professional Services	4,500.00	
81-12	Computer Services	31,900.00	
82-01	Telephone	700.00	
83-05	Travel (Food/Mileage/Lodging)	1,000.00	
83-06	Education & Training	1,000.00	
84-01	Operating Insurance	4,200.00	
89-61	Housing Assistance - Occupied	1,173,000.00	
89-63	Housing Assistance - Damages	8,000.00	
89-65	Administrative Fee Due Others	2,500.00	
TOTAL HOUSING VOUCHERS FUND:			1,395,700.00
VISITORS & TOURISM FUND			

Personal Services

261-2291-423.	61-01	Salaries & Wages (Reg)	147,210.00
	61-02	Part-time	103,160.00
	62-01	Payroll Accrual	650.00
	62-02	Severance Accrual	2,400.00
	64-01	Health Insurance Premium	27,330.00
	64-02	Health Insurance Reimbursement	380.00
	64-03	Life	450.00
	64-04	Long Term Disability	460.00
	64-05	Worker's Compensation Insurance	3,670.00
	65-01	F.I.C.A.	19,150.00
	66-01	I.P.E.R.S.	23,640.00

Commodities

261-2291-423.	71-01	Office Supplies	1,000.00
	72-01	Operating Supplies	1,000.00
	72-99	Postage	10,000.00
	73-52	Brochures and Publications	16,600.00
	73-53	Internet Design	5,000.00
	73-54	Promotional Items	5,000.00
	73-55	Media	55,880.00
	73-56	Research & Special Projects	2,500.00
	73-57	Gift Shop	7,000.00

Services and Charges

261-2291-423.	81-12	Computer Services	16,320.00
	82-01	Telephone	2,700.00
	83-04	Dues & Memberships	3,000.00
	83-05	Travel	4,000.00
	83-06	Education	2,000.00
	83-07	Registration	3,000.00
	84-01	Insurance	7,130.00
	85-01	Utilities	12,000.00
	85-20	Internet Service	3,000.00
	85-21	Copier Lease & Use	250.00
	85-50	Community Awareness	5,000.00
	85-51	Events, Bids, & Sponsorships	5,000.00
	85-52	Grants	69,520.00
	88-43	Comm. Betterment Grants	16,870.00
	88-47	Economic Development Grants	77,200.00

Capital Outlay

261-2291-423.	92-01	Structures, Improve. & Buildings	94,880.00
	93-01	Equipment	2,200.00

Transfers

261-2291-483.	50-01	Transfers to General Fund	4,600.00
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TOTAL VISITORS & TOURISM FUND:

761,150.00

COMMUNITY DEVELOPMENT CAPITAL RESERVES FUND

Capital Outlay

295-2253-423.	92-01	Structures, Improve. & Bldg-Softball	5,000.00
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296-6623-423.	92-01	Structures, Improve. & Bldg-Golf	0.00
297-2253-423.	92-01	Structures, Improve. & Bldg-Rec. Ctr.	1,032,500.00
298-2280-423.	92-01	Structures, Improve. & Bldg-Hearst Center	0.00

TOTAL COMMUNITY DEVELOPMENT CAPITAL RESERVES FUND:

1,037,500.00

REFUSE FUND

ADMINISTRATION

Personal Services

551-6675-436.	61-01	Salaries & Wages (Reg)	270,680.00
	61-02	Part-time	36,360.00
	62-01	Payroll Accrual	1,200.00
	62-02	Severance Accrual	4,410.00
	64-01	Health Insurance Premiums	36,430.00
	64-02	Health Insurance Reimbursements	510.00
	64-03	Life Insurance	830.00
	64-04	Long Term Disability	850.00
	64-05	Worker's Compensation Insurance	640.00
	65-01	F.I.C.A.	22,760.00
	66-01	I.P.E.R.S.	28,980.00

Commodities

551-6675-436.	71-01	Office Supplies	1,000.00
	71-06	Office Equipment Supplies	500.00
	72-01	Operating Supplies	500.00
	72-11	Books	500.00
	72-19	Printing & Supplies	500.00
	72-60	Safety Supplies	100.00
	72-99	Postage	1,000.00

Services and Charges

551-6675-436.	81-12	Computer Services	9,410.00
	82-01	Telephone	2,500.00
	83-04	Membership Dues	200.00
	83-05	Travel	250.00
	83-06	Education	350.00
	84-01	Operating Insurance	6,250.00
	86-01	Repair & Maintenance	500.00
	86-09	Office Equipment Maintenance	750.00
	87-05	Vehicle Maintenance Fund	9,090.00

TOTAL ADMINISTRATION:

437,050.00

O & M REFUSE SECTION

Personal Services

551-6685-436.	61-01	Salaries & Wages (Reg)	387,980.00
	61-02	Part-time	276,740.00
	61-03	Overtime	11,330.00
	62-01	Payroll Accrual	2,310.00
	62-02	Severance Accrual	6,320.00
	64-01	Health Insurance Premiums	95,650.00

64-02	Health Insurance Reimbursements	1,330.00
64-03	Life Insurance	1,190.00
64-04	Long Term Disability	1,220.00
64-05	Worker's Compensation Insurance	23,780.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	50,070.00
66-01	I.P.E.R.S.	61,790.00

Commodities

551-6685-436.	71-01	Office Supplies	1,190.00
	71-05	Advertising	1,570.00
	71-06	Office Equipment Supplies	590.00
	72-01	Operating Supplies	4,500.00
	72-11	Books, Magazines & Periodicals	250.00
	72-16	Tools	570.00
	72-17	Uniforms	2,500.00
	72-19	Printing & Supplies	1,670.00
	72-54	Building	7,130.00
	72-56	Flood Control	1,900.00
	72-60	Safety Supplies	4,200.00
	72-64	Automated Carts	49,850.00
	72-66	Dumpster Replacements	6,000.00
	72-99	Postage	1,570.00
	73-01	Repair & Maintenance Supplies	4,000.00
	73-05	Operating Equipment	11,000.00
	73-06	Building & Grounds	3,350.00

Services and Charges

551-6685-436.	81-12	Computer Services	56,720.00
	81-51	Post Employment Physicals	600.00
	81-52	Drug Testing	2,000.00
	82-01	Telephone	1,600.00
	83-04	Membership Dues	400.00
	83-05	Travel	760.00
	83-06	Education	500.00
	84-01	Operating Insurance	19,450.00
	85-01	Utilities & Heating	48,000.00
	86-01	Operating Equipment	1,600.00
	86-09	Office Equipment	300.00
	86-12	Towels	300.00
	86-34	Billing & Collecting	62,900.00
	86-35	Services/Scales	7,000.00
	86-36	Transfer Station Maintenance	15,000.00
	86-37	Refuse Cart Tracking Software/Elect	3,000.00
	87-02	Material Disposal/Handling	629,000.00
	87-03	Equipment Rental	2,000.00
	87-05	Vehicle Maintenance Fund	370,620.00
	89-04	Sales Tax	3,000.00
	89-81	Cafeteria & Benefits Plan	4,000.00
551-6685-426.	81-20	Disposal of Dead Animals	5,000.00

Capital Outlay

551-6685-436.	92-01	Structures, Improv., Buildings	75,000.00
551-6685-436.	93-01	Equipment	206,670.00

Transfers

551-6685-486. 50-01	Transfers to General Fund	158,270.00	
TOTAL O & M REFUSE SECTION:			2,695,240.00
TOTAL REFUSE FUND:			3,132,290.00

STORM WATER FUND

Personal Services

555-6630-432. 61-01	Salaries & Wages (Reg)	197,760.00
61-02	Part-Time	2,000.00
61-03	Overtime	3,000.00
62-01	Payroll Accrual	880.00
62-02	Severance Accrual	3,220.00
64-01	Health Insurance Premiums	24,740.00
64-02	Health Insurance Reimbursements	610.00
64-03	Life Insurance	620.00
64-04	Long Term Disability	620.00
64-05	Worker's Compensation Insurance	5,420.00
65-01	F.I.C.A.	15,360.00
66-01	I.P.E.R.S.	18,950.00

Commodities

555-6630-432. 72-01	Operating Supplies	2,000.00
72-08	Photography Supplies	300.00
72-26	Testing & Labs	2,000.00
73-34	Storm Sewers	22,000.00

Services and Charges

555-6630-432. 81-12	Computer Services	23,910.00
81-40	Public Information	8,000.00
82-01	Telephone	1,500.00
83-04	Membership Dues	5,200.00
83-05	Travel	1,000.00
83-06	Education & Training	2,500.00
84-01	Insurance	6,030.00
86-01	Repair Maintenance	5,000.00
86-20	Storm Sewers	25,000.00
86-26	ARC Map Modeling	5,000.00
86-34	Billing & Collecting	57,900.00

Capital Outlay

555-6630-432. 92-01	Structures, Improve. & Bldgs.	840,000.00
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Transfers

555-6630-432. 50-01	Transfers to General Fund	144,650.00
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TOTAL STORM WATER FUND:		1,425,170.00
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SEWER RENTAL FUND

O & M SEWER SECTION

Personal Services

552-6655-436. 61-01	Salaries & Wages (Reg)	211,780.00
61-02	Part-time	24,700.00

61-03	Overtime	1,000.00
62-01	Payroll Accrual	940.00
62-02	Severance Accrual	3,450.00
64-01	Health Insurance Premiums	54,660.00
64-02	Health Insurance Reimbursements	760.00
64-03	Life Insurance	650.00
64-04	Long Term Disability	670.00
64-05	Worker's Compensation Insurance	7,640.00
65-01	F.I.C.A.	18,090.00
66-01	I.P.E.R.S.	22,320.00

Commodities

552-6655-436.	71-01	Office Supplies	200.00
	71-06	Office Equipment Supplies	200.00
	72-01	Operating Supplies	3,000.00
	72-16	Tools	1,000.00
	72-17	Uniforms	800.00
	72-19	Printing	100.00
	72-53	TV Equipment	14,000.00
	72-54	Building	2,500.00
	72-56	Flood Control	2,000.00
	72-60	Safety Supplies	3,000.00
	72-99	Postage	200.00
	73-05	Operating Equipment	6,000.00
	73-06	Building & Grounds	6,000.00
	73-13	Sanitary Sewers	25,000.00
	73-19	Barricades & Flashers	1,200.00
	73-27	Iowa One Call	4,000.00

Services and Charges

552-6655-436.	81-12	Computer Services	39,990.00
	82-01	Telephone	2,500.00
	83-04	Membership Dues	600.00
	83-05	Travel	500.00
	83-06	Education	1,500.00
	84-01	Operating Insurance	9,630.00
	85-01	Utilities	185,000.00
	86-01	Repairs & Maintenance	3,000.00
	86-09	Office Equipment	200.00
	86-12	Towels	500.00
	86-13	Sanitary Sewers	25,000.00
	86-18	Sanitary Sewers root control	25,000.00
	87-03	Equipment	4,000.00
	87-05	Vehicle Maintenance Fund	15,330.00

Capital Outlay

552-6655-436.	92-01	Structures, Improvements & Buildings	835,000.00
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Transfers

552-6655-486.	50-01	Transfers to General Fund	7,370.00
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TOTAL O & M SEWER SECTION:

1,570,980.00

SEWER REVENUE BOND FUND

Capital Outlay

545-7755-436.	96-84	Plant Digester Rehabilitation	0.00
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TOTAL SEWER REVENUE BOND FUND:

0.00

WATER RECLAMATION

Personal Services

552-6665-436.	61-01	Salaries & Wages (Reg)	670,650.00
	61-02	Part-Time	39,900.00
	61-03	Overtime	15,000.00
	62-01	Payroll Accrual	2,960.00
	62-02	Severance Accrual	10,910.00
	64-01	Health Insurance Premiums	123,190.00
	64-02	Health Insurance Reimbursements	2,090.00
	64-03	Life Insurance	2,060.00
	64-04	Long Term Disability	2,110.00
	64-05	Worker's Compensation Insurance	12,450.00
	65-01	F.I.C.A.	54,250.00
	66-01	I.P.E.R.S.	66,950.00

Commodities

552-6665-436.	71-01	Office Supplies	500.00
	71-06	Office Equipment Supplies	300.00
	72-05	Fuel for Generator	2,000.00
	72-11	Books, Magazines & Periodicals	500.00
	72-16	Tools	2,000.00
	72-17	Uniforms	1,500.00
	72-19	Printing & Supplies	500.00
	72-26	Testing & Lab	16,000.00
	72-60	Safety Supplies	5,000.00
	72-67	Odor Control	5,000.00
	72-99	Postage	400.00
	73-05	Operating Equipment	100,000.00
	73-06	Building & Grounds	8,000.00
	73-36	Supplies - Sanitary Lift Stations	30,000.00

Services and Charges

552-6665-436.	81-12	Computer Services	57,580.00
	81-51	Post Employment Physicals	1,100.00
	81-52	Drug Testing	1,000.00
	81-59	Regionalization Study	50,000.00
	82-01	Telephone	2,000.00
	82-04	Radio	1,500.00
	83-04	Membership Dues	2,000.00
	83-05	Travel	800.00
	83-06	Education & Training	2,500.00
	84-01	Operating Insurance	21,470.00
	85-01	Public Utility Service	200,000.00
	86-01	Repair & Maintenance	45,000.00
	86-09	Office Equipment	500.00
	86-12	Services/Towels	1,100.00
	86-29	Services/Lab & Testing	12,000.00
	86-33	Services/Sludge Removal	20,000.00
	86-34	Services/Billing & Collecting	57,900.00

87-03	Rental Equipment	2,000.00	
87-05	Vehicle Maintenance Fund	44,130.00	
89-04	Sales Tax	54,000.00	
89-09	Farm Lease	121,000.00	
89-14	Sewer Refunds	4,000.00	
89-81	Cafeteria & Benefits Plan	4,000.00	
<u>Capital Outlay</u>			
552-6665-436.	92-01 Structures, Improve. & Bldgs.	195,000.00	
	93-01 Equipment	60,000.00	
<u>Transfers</u>			
552-6665-486.	43-01 Transfers to Debt Service	2,593,990.00	
	50-01 Transfers to General Fund	134,310.00	
	50-02 Transfers to Refuse Fund	145,680.00	
TOTAL WATER RECLAMATION:			5,008,780.00
TOTAL SEWER RENTAL FUND:			6,579,760.00
STREET CONSTRUCTION FUND			
O & M STREET SECTION			
<u>Personal Services</u>			
206-6637-436.	61-01 Salaries & Wages (Reg)	925,150.00	
	61-02 Part-time	131,320.00	
	61-03 Overtime	20,450.00	
	62-01 Payroll Accrual	5,370.00	
	62-02 Severance Accrual	15,080.00	
	64-01 Health Insurance Premiums	187,090.00	
	64-02 Health Insurance Reimbursements	3,230.00	
	64-03 Life Insurance	2,850.00	
	64-04 Long Term Disability	2,920.00	
	64-05 Worker's Compensation Insurance	38,410.00	
	64-06 Unemployment	6,440.00	
	65-01 F.I.C.A.	80,820.00	
	66-01 I.P.E.R.S.	99,730.00	
<u>Commodities</u>			
206-6637-436.	71-01 Office Supplies	530.00	
	71-06 Office Equipment Supplies	280.00	
	72-11 Books, Magazines & Periodicals	470.00	
	72-16 Tools	3,100.00	
	72-17 Uniforms	3,590.00	
	72-19 Printing & Supplies	190.00	
	72-54 Building	2,380.00	
	72-56 Flood Control	5,700.00	
	72-57 Ice Control	300,000.00	
	72-58 Dust Control	240.00	
	72-60 Safety Supplies	5,580.00	
	72-61 Weather Scan Program	2,380.00	
	73-05 Operating Equipment	20,250.00	
	73-06 Building & Grounds	4,750.00	
	73-19 Barricades & Flashers	3,800.00	

73-28	Sidewalks	1,450.00
73-30	Bridges	42,750.00
73-32	Streets	107,850.00
73-35	Brush/Weed Control	970.00
73-37	Crack Sealing	50,000.00

Services and Charges

206-6637-436.	81-12	Computer Services	84,680.00
	81-18	INRCOG	6,670.00
	81-51	Post Employment Physicals	3,000.00
	81-52	Drug Testing	3,000.00
	81-70	Contracted Services	10,000.00
	82-01	Telephone	2,400.00
	83-04	Membership Dues	530.00
	83-05	Travel	1,260.00
	83-06	Education & Training	3,040.00
	84-01	Operating Insurance	36,890.00
	85-01	Utilities	42,000.00
	86-01	Operating Supplies	4,650.00
	86-09	Office Equipment Maintenance	550.00
	86-12	Towels	100.00
	87-03	Equipment Rental	4,000.00
	87-05	Vehicle Maintenance Fund	543,810.00
	89-81	Cafeteria & Benefits Plan	4,000.00

Capital Outlay

206-6637-436.	92-01	Structures, Improvements & Buildings	2,528,660.00
	93-01	Equipment	367,000.00

Transfers

206-6637-486.	50-01	Transfers to General Fund	206,280.00
	50-02	Transfers to Refuse Fund	145,680.00

TOTAL O & M STREET SECTION:

6,073,320.00

TRAFFIC OPERATIONS DIVISION

Personal Services

206-6647-436.	61-01	Salaries & Wages (Reg)	141,910.00
	61-02	Part-time	10,000.00
	61-03	Overtime	1,030.00
	62-01	Payroll Accrual	630.00
	62-02	Severance Accrual	2,310.00
	64-01	Health Insurance Premiums	34,160.00
	64-02	Health Insurance Reimbursements	480.00
	64-03	Life Insurance	440.00
	64-04	Long Term Disability	450.00
	64-05	Worker's Compensation Insurance	4,080.00
	65-01	F.I.C.A.	10,860.00
	66-01	I.P.E.R.S.	13,400.00

Commodities

206-6647-436.	71-01	Office Supplies	170.00
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72-01	Operating Supplies	12,000.00	
72-11	Books, Magazines & Periodicals	170.00	
72-16	Tools	1,500.00	
72-17	Uniforms	590.00	
72-19	Printing & Supplies	90.00	
72-60	Safety Supplies	1,080.00	
72-62	Paint	19,500.00	
72-63	Cones	190.00	
73-12	Traffic Signals	18,500.00	
73-19	Barricades	760.00	
73-20	Posts	11,000.00	
73-25	Traffic Signs	16,000.00	
73-26	Street Marker Signs	5,000.00	
73-39	Handicap Parking Decals	2,380.00	
73-41	Civil Defense Sirens	4,000.00	
<u>Services and Charges</u>			
206-6647-436.	81-12 Computer Services	14,250.00	
	82-01 Telephone	1,000.00	
	82-04 Radio	100.00	
	83-04 Membership Dues	250.00	
	83-05 Travel	1,180.00	
	83-06 Education & Training	2,450.00	
	84-01 Operating Insurance	6,130.00	
	86-01 Repairs & Maintenance	3,500.00	
	86-19 Traffic Signal Repair	4,200.00	
	86-70 Civil Defense Sirens Repair	3,000.00	
	86-71 Paint Traffic Signal Poles	2,000.00	
	86-72 Contract Street Painting	57,000.00	
	87-03 Equipment Rental	1,400.00	
	87-05 Vehicle Maintenance Fund	9,200.00	
<u>Capital Outlay</u>			
206-6647-436.	92-01 Structures, Improvements & Buildings	200,000.00	
TOTAL TRAFFIC OPERATIONS DIVISION:			618,340.00
TOTAL STREET CONSTRUCTION FUND:			6,691,660.00
VEHICLE MAINTENANCE FUND			
<u>Personal Services</u>			
685-6698-446.	61-01 Salaries & Wages (Reg)	358,140.00	
	61-02 Part-time	38,470.00	
	61-03 Overtime	5,150.00	
	62-01 Payroll Accrual	1,580.00	
	62-02 Severance Accrual	5,840.00	
	64-01 Health Insurance Premiums	63,910.00	
	64-02 Health Insurance Reimbursements	1,140.00	
	64-03 Life Insurance	1,110.00	
	64-04 Long Term Disability	1,130.00	
	64-05 Worker's Compensation Insurance	5,400.00	
	65-01 F.I.C.A.	30,340.00	
	66-01 I.P.E.R.S.	37,440.00	
<u>Commodities</u>			
685-6698-446.	71-01 Office Supplies	910.00	

71-06	Office Equipment Supplies	480.00
72-01	Operating Supplies	1,480.00
72-05	Gas, Oil & Diesel Fuel	513,000.00
72-08	Photography	90.00
72-11	Books, Magazines & Periodicals	90.00
72-16	Tools	5,850.00
72-17	Uniforms	1,560.00
72-19	Printing & Supplies	280.00
72-54	Building	3,580.00
72-60	Safety Supplies	2,150.00
73-04	Supplies/Vehicles	440,000.00

Services and Charges

685-6698-446.	81-12	Computer Services	40,600.00
	82-01	Telephone	1,500.00
	83-04	Membership Dues	500.00
	83-05	Travel	1,900.00
	83-06	Education & Training	1,500.00
	84-01	Operating Insurance	70,840.00
	86-01	Operating Equipment	1,500.00
	86-04	Radio & Communications	7,500.00
	86-09	Office Equipment	900.00
	86-11	Vehicle Maintenance Software Updates	7,120.00
	86-12	Towels	1,600.00
	86-15	Tire Repairs	16,500.00
	87-01	Equipment Rentals	2,000.00
	87-07	Shop Equipment	2,500.00
	87-08	Work by outside agency	150,000.00

Capital Outlay

685-6698-446.	93-01	Equipment	151,670.00
685-6698-446.	93-04	Equipment - Refurbish Vehicles	30,000.00

TOTAL VEHICLE MAINTENANCE FUND: 2,007,250.00

GRAND TOTAL APPROPRIATIONS 2020-2021: 89,729,620.00

SECTION 5. That this resolution shall take effect and be in force from and after July 1, 2020.

ADOPTED: _____
Robert M. Green, Mayor

ATTEST: _____
Jacqueline Danielsen, City Clerk

**CITY OF CEDAR FALLS
FY21 BUDGET
REVENUES**

ACCOUNT NUMBER	REVENUE CATEGORY	BUDGET AMOUNT
101-0000-311.01-00	Tax - Property - General	15,906,130
101-0000-312.00-00	Tax - Agricultural Land	17,910
101-4511-311.08-00	Tax - Property - EMA	447,770
101-0000-321.00-00	Utility Tax Replacement	35,140
101-0000-322.00-00	Tax - Mobile Home	31,000
101-0000-344.04-00	Transfer - Utilities (General)	1,700,000
101-0000-344.07-00	UNI Loan Repayment	15,000
101-0000-371.01-00	Miscellaneous Receipts	40,000
101-0000-382.01-02	Transfer - Leg/Admin/Mgt	702,160
101-0000-382.01-07	Transfer - Trust & Agency	2,626,090
101-1008-332.00-00	Business Licenses	6,000
101-1008-333.00-00	Cigarette Permits	2,000
101-1008-334.00-00	Liquor Licenses	50,000
101-1008-335.00-00	Pet Licenses	7,000
101-1028-361.01-00	Interest - General	225,310
101-1028-371.02-00	Cafeteria Plan	15,000
101-1199-311.03-00	Tax - Property - Insurance	254,010
101-1199-311.04-00	Tax - Property - Transit	429,920
101-1199-343.01-00	Grants - Cultural Services	30,000
101-1199-343.02-00	Grants - Library	25,000
101-1199-343.04-00	Grants - Parks & Recreation	20,000
101-1199-343.06-00	Grants - Fire	3,000
101-1199-343.07-00	Grants - Police Operations	15,000
101-1199-343.07-02	Grants - Police Officer	30,000
101-1199-343.07-04	Grants - Fire Equipment	1,000
101-2245-371-07-01	Economic Development	5,000
101-6625-350.01-00	Subdivision Inspections	80,000
101-6625-382.01-06	Engineering Design	400,000
101-6625-330.00-00	Engineering Permits	15,000
101-2235-336.00-00	Building Permits	850,000
101-2235-337.00-00	Miscellaneous Permits	25,000
101-2235-357.01-00	Electrical Inspections	90,000
101-2235-357.02-00	Mechanical Inspections	90,000
101-2235-357.03-00	Plumbing Inspections	95,000
101-2245-357.45-01	Planning & Zoning Fees	30,000
101-2205-311.05-00	Tax - Property - Band	35,000

101-2205-323.01-00	Tax - Hotel/Motel - Visitor/Tourism	437,500
101-2205-323.02-00	Tax - Hotel/Motel - CV Soccer	10,000
101-2205-323.08-00	Tax - Hotel/Motel - Tourism Administration	25,000
101-2205-323.09-00	Tax - Hotel/Motel - Tourism Office	21,880
101-2205-323.10-00	Tax - Hotel/Motel - Tr. Maint/Reserve	43,750
101-2205-323.13-00	Tax - Hotel/Motel - Tourism Fund	78,750
101-2205-323.15-00	Tax-Hotel/Motel-HLS Capital	30,620
101-6613-338.00-00	Burial Permits	70,000
101-6613-356.51-00	Cemetery Lot Sales	45,000
101-6613-356.52-00	Marker Permits	5,000
101-6613-361.02-00	Interest - Cemetery	10,760
101-6623-356.26-00	Golf Contract	30,000
101-6633-323.04-00	Tax - Hotel/Motel - Park Improvement	78,750
101-6633-339-00-00	Paw Park Permits	4,000
101-6633-356.61-00	Park Receipts	5,000
101-2253-356.31-01	Rec. Center - Daily Admission	36,000
101-2253-356.31-02	Recreation - Special Pop./Events	16,000
101-2253-356.31-03	Rec. Center - Punch Tickets	11,000
101-2253-356.31-04	Recreation - Youth Sports & Activities	128,000
101-2253-356.31-05	Recreation - Adult Sports & Activities	65,000
101-2253-356.31-06	Rec. Center - Racquetball	1,000
101-2253-356.31-07	Recreation - Brochure Ads	400
101-2253-356.31-09	Recreation - Staff Shirts	800
101-2253-356.31-10	Recreation - Beach House/Rent	22,800
101-2253-356.31-13	Rec. Center - Memberships	286,500
101-2253-356.31-14	Recreation - Adult Exercise Program	85,000
101-2253-356.31-15	Recreation - Child Care	6,000
101-2253-356.31-19	Recreation - Drop Concessions	9,500
101-2253-356.31-21	Recreation - Youth Golf	7,000
101-2253-356.32-01	Recreation - Swim Program	44,000
101-2253-356.32-02	Recreation - Indoor Pools	11,000
101-2253-356.32-03	Recreation - Pool Rental	29,000
101-2253-356.32-04	Recreation - Pool Season Passes	187,000
101-2253-356.32-05	Recreation - Aquatic Center	189,000
101-2253-356.32-06	Recreation - Pool Concessions	90,000
101-1060-356.71-00	Library - Copy Machine	7,000
101-1060-356.72-00	Library - County Tax	21,000
101-1060-356.74-00	Library - Lost & Paid Book	2,500
101-1060-356.75-00	Library - Open Access Funds	12,000
101-1060-356.79-01	Library - Friends/Endowment Reimburse	60,000

101-1060-356.79-02	Library - Donations & Sponsorship	40,000
101-1061-311.06-00	Tax - Property - Library	531,380
101-2280-323.03-00	Tax - Hotel/Motel - Cultural	148,750
101-2280-356.11-00	Cultural - Art Sho	50
101-2280-356.12-00	Cultural - Fees	40,000
101-2280-356.13-00	Cultural - Membership	5,000
101-2280-356.15-00	Cultural - Product Fees	5,000
101-2280-356.16-00	Cultural - New Program Sponsors	1,000
101-2280-373.04-00	Donations - Exhibit Sponsorship	1,000
101-4511-344.01-00	Fire Protection - Rural	58,850
101-4511-344.02-00	Fire Protection - UNI	608,650
101-4511-358.11-00	Fire Receipts	15,000
101-4511-358.12-00	Fire Commercial Inspections	40,000
101-4511-358.13-00	Housing Inspection Min. Rental	100,000
101-5521-358.21-00	Police Receipts	35,000
101-5521-372.01-00	Fines & Forfeitures	125,000
101-5521-372.03-00	Code Enforcement	5,000
101-6616-371.04-00	Public Buildings	5,000
101-6616-382.01-01	Transfer - Public Buildings Maint.	77,860
TOTAL GENERAL FUND REVENUE		28,415,490
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206-0000-300.00-00	Cash Carryover	1,656,380
206-0000-371.01-00	Miscellaneous	10,000
206-0000-342.04-00	Road Use Tax	5,025,280
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215-0000-300.00-00	Cash Carryover	(1,059,530)
215-0000-382-11-01	Transfer - Sewer	640,000
215-0000-361.01-00	Interest Income	481,730
215-0000-362.01-00	Lease Income	31,800
215-0000-362.02-00	Sewer Farm Lease	125,000
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217-0000-341.03-00	Housing Vouchers	1,395,700
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223-0000-341.01-00	Block Grant	645,580
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242-0000-300.00-00	Cash Carryover	(1,177,000)
242-0000-324.00-00	Local Sales Tax	5,200,000
242-0000-361.01-00	Interest	60,000
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254-0000-300.00-00	Cash Carryover	97,320
254-0000-359.01-01	Cable Television Franchise Fees	515,000
254-0000-359.01-02	Peg Fees	40,000
254-0000-361.01-00	Interest Income	25,000
254-0000-371.01-00	Miscellaneous	1,500
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258-0000-300.00-00	Cash Carryover	251,640
258-0000-353.01-00	Meter Collections	25,000

258-0000-353.02-00	Parking Violations	160,000
258-0000-353.03-00	Parking Permits	30,000
258-0000-361.01-00	Interest	3,000
261-0000-300.00-00	Cash Carryover	192,020
261-0000-323.01-00	Transfer - Hotel/Motel - Visitor	437,500
261-0000-361.01-00	Interest Income	15,000
261-0000-362.10-00	Building Rental Fees	5,000
261-0000-371.01-00	Miscellaneous	6,000
261-0000-371.09-00	Gift Shop Receipts	5,000
261-0000-382.61-01	Building Reserve Transfer	21,880
261-0000-382.61-02	Tourism Marketing Transfer	78,750
262-0000-362.04-00	Rental Income - Sr Activity Ctr.	25,000
262-0000-371.01-00	Miscellaneous	2,740
262-0000-371.10-10	Trips/Buses	11,000
262-0000-382.62-01	General Fund Support	70,000
297-0000-355.30-00	Rec Center Fees	1,032,500
295-0000-355.40-00	Softball Fees	5,000
311-0000-311.11-00	Debt Service Tax - Property	664,150
311-0000-313.01-00	Debt Service TIF - Industrial Park	2,988,090
311-0000-382.11-01	Debt Service Transfer	2,810,380
405-0000-300.00-00	Cash Carryover	25,000
430-0000-300.00-00	Cash Carryover	11,303,100
430-0000-341.11-10	Federal/State Funding	344,000
430-0000-382.30-01	TIF Transfer	2,797,420
437-0000-381.00-00	Bond Proceeds	70,000
438-0000-341.05-00	Federal/State Funding	300,000
438-0000-371.01-00	Miscellaneous	750,000
438-0000-381.00-00	Bond Proceeds	1,375,000
443-0000-300.00-00	Cash Carryover	(2,064,540)
443-0000-313.02-00	TIF Revenues - Downtown	593,660
443-0000-313.05-00	TIF Revenues - Pinnacle Prairie	105,390
443-0000-313.07-00	TIF Revenues - College Hill	58,750
443-0000-313.08-00	TIF Revenues - South Cedar Falls	105,880
443-0000-371.91-00	Capital Projects Funds	287,240
443-0000-361.01-00	Interest Income	300,000
443-0000-382-43-04	Transfers	1,300,000
443-0000-344.04-00	CFU Transfer	1,700,000
551-0000-300.00-00	Cash Carryover	(191,070)
551-0000-351.01-00	Refuse Collections	2,500,000
551-0000-351.02-00	Transfer Station Fees	260,000

551-0000-351.03-00	Yard Waste Fees	2,000
551-0000-361.01-00	Interest - Refuse	50,000
551-0000-371.21-00	Refuse Miscellaneous	20,000
551-0000-371.22-00	Recycling	200,000
551-0000-382.51-01	Transfer - Sewer Rental	145,680
551-0000-382.51-02	Transfer - Street Construction	145,680
552-0000-300.00-00	Cash Carryover	(515,240)
552-0000-352.01-00	Sewer Rental - Collections	6,825,000
552-0000-352.02-00	Industrial User Fees	15,000
552-0000-361.01-00	Interest - Sewer Rental	150,000
552-0000-362.03-00	Farm Rental	100,000
552-0000-371.11-00	Sewer Rental - Miscellaneous	5,000
555-0000-300.00-00	Cash Carryover	430,170
555-0000-350.02-01	Storm Water Fees	950,000
555-0000-350.02-02	Permit & Review Fees	25,000
555-0000-361.01-00	Interest	20,000
606-0000-300.00-00	Cash Carryover	307,500
606-0000-354.01-00	Data Processing	1,024,300
685-0000-300.00-00	Cash Carryover	300,000
685-0000-354.03-00	Vehicle Maintenance Fees	1,672,250
685-0000-361.01-00	Interest-Vehicle Maintenance	5,000
685-0000-371.51-00	Vehicle Maintenance - Miscellaneous	30,000
685-0000-354.02-00	Vehicle Rental Fees	340,000
292-0000-311.21-00	Tax Property - Retirement & Pension	1,019,690
292-0000-361.01-00	Interest Income	71,580
293-0000-311.21-00	Tax Property - Retirement & Pension	597,420
293-0000-361.01-00	Interest Income	65,360
724-0000-311.22-00	Trust & Agency	2,626,090
724-0000-311.32-00	S.S.M.I.D - college hill	27,030
724-0000-311.31-00	S.S.M.I.D - downtown	186,380
TOTAL USER FUND REVENUE		61,314,130
TOTAL FY21 BUDGET REVENUE		89,729,620

Description	Transfer From	Transfer To	Amount
Debt Service	General Fund	Debt Service Fund	100,890.00
Admin Allocation	General Fund	General Fund	131,450.00
Building Maintenance	General Fund	General Fund	38,530.00
Admin Allocation	Cable Fund	General Fund	30,310.00
Building Maintenance	Cable Fund	General Fund	1,900.00
Admin Allocation	Parking Fund	General Fund	21,380.00
TIF Transfers	Debt Service Fund	TIF Fund	2,797,420.00
Employee Benefits	Trust & Agency Fund	General Fund	2,626,090.00
SSMID - Downtown	Trust & Agency Fund	SSMID Fund	186,380.00
SSMID - College Hill	Trust & Agency Fund	SSMID Fund	27,030.00
Engineering Designs	Capital Projects	General Fund	400,000.00
Admin Allocation	Senior Services & Community Center	General Fund	5,750.00
Building Maintenance	Senior Services & Community Center	General Fund	10,730.00
Admin Allocation	Storm Water Fund	General Fund	29,150.00
Building Maintenance	Sewer Fund	General Fund	7,370.00
PW Admin Allocation	Sewer Fund	Refuse Fund	145,680.00
Admin Allocation	Sewer Fund	General Fund	134,310.00
Building Maintenance	V&T Fund	General Fund	4,600.00
Building Maintenance	Refuse Fund	General Fund	7,370.00
Admin Allocation	Refuse Fund	General Fund	150,900.00
Building Maintenance	Street Construction Fund	General Fund	7,370.00
Admin Allocation	Street Construction Fund	General Fund	198,910.00
PW Admin Allocation	Street Construction Fund	Refuse Fund	145,680.00
Data Processing Transfer	General	Data Processing Fund	611,440.00
Data Processing Transfer	Cable Fund	Data Processing Fund	19,690.00
Data Processing Transfer	Block Grant Fund	Data Processing Fund	6,160.00
Data Processing Transfer	Housing Assistance Fund	Data Processing Fund	31,900.00
Data Processing Transfer	Storm Water Fund	Data Processing Fund	23,910.00
Data Processing Transfer	V&T Fund	Data Processing Fund	16,320.00

Description	Transfer From	Transfer To	Amount
Data Processing Transfer	Senior Services & Community Center	Data Processing Fund	2,010.00
Data Processing Transfer	Parking Fund	Data Processing Fund	9,640.00
Data Processing Transfer	Refuse Fund	Data Processing Fund	9,410.00
Data Processing Transfer	Refuse Fund	Data Processing Fund	56,720.00
Data Processing Transfer	Sewer Fund	Data Processing Fund	39,990.00
Data Processing Transfer	Sewer Fund	Data Processing Fund	57,580.00
Data Processing Transfer	Street Construction Fund	Data Processing Fund	84,680.00
Data Processing Transfer	Street Construction Fund	Data Processing Fund	14,250.00
Data Processing Transfer	Vehicle Maintenance Fund	Data Processing Fund	40,600.00
Insurance Transfer	General Fund	Insurance Fund	298,780.00
Insurance Transfer	Cable Fund	Insurance Fund	6,490.00
Insurance Transfer	Data Processing Fund	Insurance Fund	10,280.00
Insurance Transfer	Block Grant Fund	Insurance Fund	1,060.00
Insurance Transfer	Housing Assistance Fund	Insurance Fund	4,200.00
Insurance Transfer	Storm Water Fund	Insurance Fund	6,030.00
Insurance Transfer	V&T Fund	Insurance Fund	7,130.00
Insurance Transfer	Senior Services & Community Center	Insurance Fund	530.00
Insurance Transfer	Parking Fund	Insurance Fund	2,500.00
Insurance Transfer	Refuse Fund	Insurance Fund	6,250.00
Insurance Transfer	Refuse Fund	Insurance Fund	19,450.00
Insurance Transfer	Sewer Fund	Insurance Fund	9,630.00
Insurance Transfer	Sewer Fund	Insurance Fund	21,470.00
Insurance Transfer	Street Construction Fund	Insurance Fund	36,890.00
Insurance Transfer	Street Construction Fund	Insurance Fund	6,130.00
Insurance Transfer	Vehicle Maintenance Fund	Insurance Fund	70,840.00
Vehicle Maintenance Transfer	General Fund	Vehicle Maintenance Fund	1,044,610.00
Vehicle Maintenance Transfer	Refuse Fund	Vehicle Maintenance Fund	379,710.00
Vehicle Maintenance Transfer	Sewer Fund	Vehicle Maintenance Fund	59,460.00
Vehicle Maintenance Transfer	Street Construction Fund	Vehicle Maintenance Fund	553,010.00
Vehicle Maintenance Transfer	Cable Fund	Vehicle Maintenance Fund	6,150.00

Description	Transfer From	Transfer To	Amount
Vehicle Maintenance Transfer	Parking Fund	Vehicle Maintenance Fund	4,340.00
General Fund Support	General Fund	Senior Services & Comm. Cntr. Fund	70,000.00
One-Time Capital Project	General Fund	Capital Projects Fund	600,000.00
TIF Transfer	General Fund	Capital Projects Fund	1,300,000.00
Debt Service	Sewer Fund	Debt Service Fund	1,440,090.00
Debt Service	Stormwater Fund	Debt Service Fund	115,500.00
Internal Financing	Sewer Fund	Health Trust Fund	866,660.00
Internal Financing	Sewer Fund	Capital Projects Fund	287,240.00
Building Loan Repayment	V&T Fund	Capital Projects Fund	31,880.00
Equipment Reserve	General Fund	Capital Projects Fund	9,000.00
Trail Maintenance Reserve	General Fund	Capital Projects Fund	43,750.00
Tourism Marketing Fund	General Fund	V&T Fund	78,750.00
HLS Capital Project	General Fund	Capital Projects Fund	30,620.00
Farm Lease	Sewer Fund	Health Trust Fund	125,000.00



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: June 11, 2020

SUBJECT: **FY21 Wellmark Blue Cross and Blue Shield Health Plan
Administrative Services Agreement**

Attached for your approval is the health plan Administrative Services Agreement for FY21 with Wellmark Blue Cross and Blue Shield. City staff recommends approval. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

ADMINISTRATIVE SERVICES AGREEMENT

WELLMARK BLUE CROSS AND BLUE SHIELD

and

City of Cedar Falls

Agreement Effective Date: July 1, 2020

Form Number: IA WCBSSD LG SF – Custom 05/29/20

Version: 11/19

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“**Agreement**”) is made and entered into effective as of the first day of July, 2020 (“**Effective Date**”), by and between Wellmark of South Dakota, Inc., doing business as Wellmark Blue Cross and Blue Shield of South Dakota, an insurance company authorized to administer self-funded group health plans in Iowa, (herein “**Wellmark**”), and City of Cedar Falls, an Iowa public entity with its principal location in Iowa (herein “**Account**”).

RECITALS

1. Account is the plan sponsor and plan administrator of a self-funded group health plan within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals and this Agreement is issued to Account as the "group policyholder".
2. The group health plan is sponsored, funded and designed by Account. Account wishes to enter into a financial arrangement with Wellmark under which Account is solely responsible for the Claims Paid for Covered Services provided to its Members. Wellmark does not assume any financial risk or obligation with respect to the Claims Paid for Covered Services provided to Members of the Plan.
3. Account desires that Wellmark provide administrative services for its self-funded group health plan and Wellmark agrees to provide such services subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 AGREEMENT DEFINITIONS

- 1.1 “**Accountable Care Organization**” or “**ACO**” means a group of health care providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability to manage the total cost of care for their member populations.
- 1.2 “**Administrative Fee**” means the amount per Plan Member that Wellmark charges the Account for Administrative Services and which includes allocations for Wellmark’s cost of administering the Plan, general operating costs, and profit margin. The monthly Administrative Fee is shown on **Exhibit “A”**, Administrative Fees, Network Access Fees, Other Fees, attached to this Agreement and incorporated by this reference.
- 1.3 “**Administrative Services**” means those services to be performed by Wellmark for Account or for the Plan under this Agreement, as specifically described in Article 3 of this Agreement. Administrative Services expressly exclude any services for the administration of continuation health coverage under the plan pursuant to COBRA or similar applicable law, except as may be specified in a COBRA Administrative Services Agreement or Addendum.

- 1.4 **“Affordable Care Act” or “ACA”** means the Patient Protection and Affordable Care Act, enacted March 23, 2010, and the Health Care and Education Reconciliation Act, as amended, (collectively, **“ACA”**), including implementing regulations.
- 1.5 **“Agreement”** means this Administrative Services Agreement, including all Exhibits, Benefits Document(s), amendments, Plan Member enrollment form(s), and any COBRA Administrative Services Agreement or Addendum. This Agreement also incorporates by this reference the terms of the HIPAA Business Associate Agreement entered into between Wellmark and the Plan.
- 1.6 **“Amounts Not Covered”** means the amounts that are the liability of the Member under the Plan. These include charges for services that are not covered by the Plan, charges for services that are determined to be not medically necessary, reductions in benefits for the Member's failure to follow the Plan's notification requirements, and charges for services that have reached a Plan maximum. Amounts Not Covered does not include amounts that are the responsibility of a health care provider in accordance with the terms of the provider's services contract with Wellmark.
- 1.7 **“Benefits Document”** means the written document(s) Account makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar. Account may at its option incorporate the Benefits Document into its ERISA Summary Plan Description.
- 1.8 **“Care Coordinator Fee”** means a fixed amount paid by a Host Blue to providers periodically for Care Coordination under a Value-Based Program. **“Care Coordination”** is organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's health care needs across the continuum of care.
- 1.9 **“Claims Paid”** means the dollar amount of Wellmark's payment on behalf of the Account for Incurred Claims.
- 1.10 **“COBRA”** means the group health coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including implementing regulations and similar state or federal laws.
- 1.11 **“Confidential Information”** means all non-public confidential or proprietary information, in any form, delivered or made available or otherwise accessed, collected, processed, stored, or transmitted (whether pursuant to this Agreement or otherwise) by one party or its affiliates, directors, officers, employees and agents (the **“Disclosing Party”**) to the other party, its affiliates, directors, officers, employees and agents (the **“Receiving Party”**). Confidential Information shall include, but not be limited to, Member information (including names, addresses and Social Security numbers), Protected Health Information, personally identifiable information, medical records, Plan claims data, payment data, and Wellmark Confidential Information. Confidential Information shall not include information which (a), at the time of disclosure, is available to the general public; (b) becomes at a later date available to the general public through no fault of Receiving Party and then only after such later date; (c) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party; (d) Receiving Party can demonstrate was independently developed; or (e) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.

- 1.12 “**Covered Charges**” means the dollar amount a health care provider bills a Member or Wellmark for Covered Services in accordance with the terms of the Benefits Document.
- 1.13 “**Covered Services**” means the medically necessary health care services provided to a Member as described in and covered by the applicable Benefits Document.
- 1.14 “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, including implementing regulations.
- 1.15 “**Global Payment/Total Cost of Care**” means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services, and prescription drugs.
- 1.16 “**Grandfathered Health Plan or Non-Grandfathered Health Plan**” mean the same as such terms are used in the ACA.
- 1.17 “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations.
- 1.18 “**Host Blue**” means the local Blue Cross and/or Blue Shield plan or licensee in a geographic area outside of the Wellmark service area.
- 1.19 “**Incurred Claims**” means claims for payment of health care services that are provided to Members pursuant to the Plan with a date of service during the Rating Period. Notwithstanding the foregoing, Incurred Claims shall not include any claims for payment of health care services for which Account has separately negotiated coverage and/or payment arrangements directly with providers, unless Wellmark has agreed to and is a party to such coverage/payment arrangement.
- 1.20 “**Incurred Date**” means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.
- 1.21 “**Maximum Allowable Fee**” means a dollar amount Wellmark establishes using various methodologies for Covered Services and supplies. For medical services, this amount is developed from various sources, such as charges billed for the same service or supply by most health care providers within Iowa, economic indicators, or relative value indices developed or approved by Wellmark, and is based on the simplicity or complexity of the service provided. For medical services received outside of Iowa or South Dakota, the Maximum Allowable Fee is either determined in accordance with the section of this Agreement entitled Out-of-Area Services or is the amount as described in the preceding sentence.

For all dental procedures covered under this Agreement, the fee schedule is developed based on Wellmark's contracts with dentists, input from its dental consultants, and the charges billed for the same procedure by dentists in Iowa.

- 1.22 “**Medical Management Services**” means educational and informational health and care management programs, or wellness services Wellmark may provide to Members designed to encourage Members' good health and help them make better health care decisions.

Medical Management Services are not clinical services. These services may include, but are not limited to, BeWell 24/7, pregnancy support, advanced care management, or other programs.

- 1.23 **“Member”** means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by Account.
- 1.24 **“Network Access Fee”** means the amount charged to Account to gain the collective advantages of the network of providers with which Wellmark, a Host Blue, or any subcontractor of either, has contracted for the provision of Covered Services. The fee is a monthly amount as shown on Exhibit “A”, and may include funding for provider incentives. There shall be no Network Access Fee for dental benefits. A portion of the Network Access Fee may include an allocation for administrative expenses above the Administrative Fee.
- 1.25 **“Network Savings”** means the amount saved due to payment arrangements between Wellmark or a Host Blue and health care providers. It is generally calculated as the difference between the Covered Charge and the Maximum Allowable Fee. This result is then added to any other reductions in the liability to a provider pursuant to a contract between Wellmark and the provider, including, but not limited to, reductions for failure to satisfy any notification requirements and medical necessity determinations. If the amount paid to a provider on any claim exceeds the Covered Charges, the Network Savings may be reflected as a negative dollar amount on Account’s bill.
- 1.26 **“Patient-Centered Medical Home”** or **“PCMH”** means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
- 1.27 **“Plan”** means the group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.28 **“Plan Member”** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents and who is the applicant on a completed enrollment form that has been provided to and accepted by Wellmark.
- 1.29 **“Plan Year”** means the year designated by the plan sponsor as the plan year in the plan document or as set forth on Exhibit “A”.
- 1.30 **“Protected Health Information”** or **“PHI”** means the same as the term “protected health information” in 45 CFR §160.103.
- 1.31 **“Provider Incentive”** means an additional amount of compensation paid to a health care provider, based on the provider’s compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.
- 1.32 **“Rating Period”** means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A”.

- 1.33 **“Shared Savings”** means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.
- 1.34 **“Value-Based Program”** means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.
- 1.35 **“Wellmark Confidential Information”** means any information with respect to Wellmark’s systems, procedures, methodologies and practices used by Wellmark in connection with claims processing, claims payment or utilization management, together with the fees, terms, payment arrangements, discounts with providers, and related information, as well as any strategic and competitively sensitive information and trade secrets, policies, procedures, and processes of Wellmark, the Blue Cross Blue Shield Association and its licensees.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Group Health Plan Compliance.** Account is the plan administrator and plan sponsor of the Plan for purposes of this Agreement and applicable law, and is responsible for group health plan design, eligibility, and compliance. Account will exercise its responsibilities in the time required by law and has full responsibility for all of the following:
- a. Maintaining the Plan, determining Plan design, and funding payment of Claims Paid;
 - b. Determining eligibility criteria for Members subject to certain Wellmark enrollment guidelines, including the requirements for locations or Members located outside of Iowa; Account is responsible for enrolling and canceling individuals in the Plan in accordance with such criteria and agrees to terminate coverage promptly for ineligible individuals;
 - c. Designating the Plan Year for the Plan;
 - d. Complying with all applicable laws, reporting and disclosure requirements related to this Agreement and applicable to Account as sponsor of a group health plan, including compliance with any applicable non-discrimination laws in connection with the plan, including but not limited to the following: (i) furnishing Members with Plan documents or notices as may be required by law, including the summary of benefits and coverage (“**SBC**”), any notice of material modification, employer notice of the availability of coverage options under the health insurance marketplace, and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Account will also make available to Members on request the uniform glossary of insurance-related terms; (ii) complying with any applicable non-discrimination laws in the design and administration of the Plan; and (iii) furnishing all notices and fulfilling all requirements with regard to COBRA continuation coverage for the Plan, except to the extent any COBRA administration requirements have been expressly

delegated to and agreed upon with Wellmark in a COBRA Administrative Services Agreement or Addendum;

- e. Reviewing and approving promptly templates or drafts of Benefits Document(s) reflecting the Plan design, eligibility and benefit information Account provides to Wellmark. Account is responsible for reviewing the draft Benefits Document(s) promptly, typically within thirty (30) days of receiving the draft document(s), and determining to Account's satisfaction that the document(s) meet all of Account's legal and business obligations and advising Wellmark of any necessary revisions or approval. The absence of Account's express timely approval of any Benefits Document(s) provided by Wellmark will be considered Account's approval that the draft documents are consistent with benefit information provided by Account, and Wellmark will administer the benefits in accordance with the proposed documents. Once in final form, Account will make the Benefits Document(s) available to Plan Members;
- f. Making final determinations regarding claims, claims internal appeals, or claims exceptions, except to the extent expressly delegated to, and accepted by, Wellmark in Sections 3.1 and 3.6 of this Agreement;
- g. Providing to Wellmark written notice of benefit selections, limitations, and exclusions, changes in the benefits at renewal, or material modifications at any time during the Rating Period. Account shall provide such notice(s) in the time and manner required by Wellmark to fulfill the issuance of SBCs, preparation of Benefits Document templates, or the issuance of other required notices within the time required by law;
- h. If the coverage of any Plan Member or Member is terminated retroactively, Account represents that it either has not collected any premium contribution from the retroactively terminated Member, or has refunded any premium contribution to the retroactively terminated Member, for the period following the effective date of the termination;
- i. Payment of any state premium tax, use tax, or similar tax, or any similar benefit or Plan-related charge, tax, surcharge or assessment, however denominated, that may be assessed on the Plan or related to the administration of the Plan, including any penalties and interest payable with respect thereto;
- j. Compliance with any income and employment tax withholding, depositing, and reporting obligations (including state or federal income tax withholding, FICA tax withholding, employer, FUTA taxes, and Form W-2 wage reporting) applicable to rewards incentives or value-added benefits that may be provided under this employer-sponsored group health plan to Members covered under the Plan. Account is responsible for including the value of any such incentives or value-added benefits as reported by Wellmark to Account in the applicable employees' wages for federal or state income tax, employment tax, and Form W-2 reporting purposes;
- k. Account shall maintain a process for external review of final internal adverse benefit determinations as required by ACA, except to the extent expressly delegated to, and accepted by, Wellmark in this Agreement; and

- I. Calculating, reporting, and payment of any fees and assessments, however denominated, required for all group health plans under ACA.

- 2.2 **Enrollment Information; Social Security Number Reporting; Information Requirements.** Account agrees to furnish Wellmark with reports, data, and information, including but not limited to, eligibility, enrollment information, physical home address, and Social Security number for each Member, benefit selection or benefit changes for the Plan, claims history, and information necessary for the administration of the Plan. Account shall provide all such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in determining any person's rights to benefits under the Plan, in making required filings with state or federal government agencies, and in discharging its responsibilities under this Agreement. Account recognizes that its timely, accurate, and complete reporting of the information set forth in this section is necessary for Wellmark to perform its obligations under this Agreement and that should reporting be inaccurate, untimely, or incomplete, Wellmark shall be excused from the performance of the Administrative Services affected by such inaccuracy or delay.

Account shall provide Wellmark with eligibility or enrollment information in a standard medium and layout using Wellmark's proprietary format, the HIPAA ANSI 834 standard format, or an application such as BluesEnroll, unless the parties agree in writing to a non-standard format or application. Account acknowledges that it may be responsible for additional fees if it uses a non-standard format or if Wellmark is required to perform a comparison study of the full eligibility file.

- 2.3 **Account Representation regarding Eligibility; Notice of Persons Eligible for Coverage; Changes in Eligibility.** Account represents to Wellmark that the terms of any eligibility criteria, conditions, and/or waiting period imposed under the Plan are, and shall be for so long as this Agreement is in effect, in compliance with all applicable laws and regulations, including specifically, the prohibition on excessive waiting periods. Account shall enroll persons eligible for coverage in the Plan in advance of each person's effective date of coverage and shall provide Wellmark with each person's name, Plan selection, Social Security number, and other required identifying information. Account shall provide all initial enrollment information in advance of the Effective Date of this Agreement. As new persons become eligible, or as eligibility changes occur, including any special enrollment events that require a person to be offered coverage or changed to a different enrollment status such as COBRA, Account shall provide Wellmark with updated required information as such changes occur. Account shall provide Wellmark with enrollment updates no less often than weekly and in advance of the effective date of the change if possible. No requested eligibility, enrollment or coverage change shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account.
- 2.4 **Notice of Persons Terminated or No Longer Eligible for Coverage; Account's Liability for Claims Paid.** Account shall notify Wellmark of any person's termination or ineligibility for coverage under the Plan in advance of the effective date of the change if possible, but in no event no later than three (3) months following the requested date of coverage termination. No requested coverage termination shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from

Account. If Incurred Claims prior to the date Wellmark is notified of the coverage termination have been paid and are not or cannot be recouped, Account shall be responsible for the Claims Paid prior to the date Wellmark is notified of the coverage termination.

- 2.5 **Medicare Secondary Payer (“MSP”).** Federal law mandates coordination of health care benefits in certain instances where a Member is covered under both a group health plan and Medicare. Proper coordination of benefits in this context depends on obtaining and maintaining accurate and timely information regarding such dual health coverage. Pursuant to contract and applicable law, Wellmark provides information to Centers for Medicare and Medicaid Services (“CMS”) regarding such dual health coverage for Members and Account’s enrollment on a quarterly or more frequent basis.

Account is solely responsible for compliance with MSP laws and other requirements and shall gather and timely provide information to Wellmark regarding Account’s size and status and Employer Identification Number (“EIN”)(s), or concerning the Medicare enrollment of Members, Plan enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information as requested by Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures. Wellmark shall use all such information provided by Account to properly coordinate medical and pharmacy benefits administered by Wellmark or a Wellmark-contracted vendor on behalf of Account with Medicare as required by law. In the event Account does not timely provide such information to Wellmark, Account shall be solely responsible for its non-compliance with MSP laws and other requirements, including, without limitation, any damages, losses, taxes, interest charges, and administrative penalties (including, without limitation, any civil money penalties) that may be assessed or otherwise result in connection therewith (including, without limitation, any claims by Members, providers or other claimants), and mistaken payments to CMS on behalf of Medicare enrolled Members. Wellmark will not coordinate with Medicare with respect to benefits that are administered by a third-party vendor other than Wellmark or a Wellmark-contracted vendor, and Account is solely responsible for coordinating benefits administered by such outside services vendor(s) with Medicare as required by law.

- 2.6 **Stop Loss Insurance Coverage.** Account is solely responsible for the Claims Paid for Members of the Plan. Account may at its option separately purchase stop loss insurance coverage from Wellmark, Inc., which shall be reflected in a separate policy issued by Wellmark. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Account shall advise Wellmark of the terms of such coverage and Account shall be solely responsible for all reporting, submission of claims, payment of premiums, and any other obligation required by its stop loss policy with the other carrier. Upon request Wellmark will provide Account with standard stop loss reports necessary for Account to file stop loss insurance claims with its stop loss carrier.

- 2.7 **Outside Services Vendor(s) to the Plan.** If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor, such as, for example, pharmacy benefits management services or telehealth management services, Account shall be responsible for compliance with laws, the accuracy and submission of reports, claims data reporting, payments, and for any other obligation required by its vendor agreements. If Account requires its vendor to submit claims for Covered Services to Wellmark, such vendor shall also enter into an agreement with Wellmark that requires vendor to comply with Wellmark’s claims procedures. If

Account or the Plan requires coordination or health plan accumulations between its third party vendor's administration and the health plan administration provided by Wellmark, Account shall be responsible for providing Wellmark with all enrollment information and claims or payment data reasonably necessary for Wellmark to provide Administrative Services under this Agreement.

ARTICLE 3 WELLMARK'S RESPONSIBILITIES

- 3.1 **Determination of Claims; Administrative Services.** During the Term of this Agreement and subject to Account's payment to Wellmark, when due, of the charges for Claims Paid and other fees specified in this Agreement, Wellmark shall provide Administrative Services as specified in this section as follows:
- a. Wellmark shall provide Account with a written draft of Benefits Document(s) with the plan design and Member eligibility criteria information determined by Account and communicated to Wellmark, for Account's review and approval as required by Section 2.1(e), setting forth the benefits, terms and conditions of the Plan;
 - b. Wellmark shall provide access to a network(s) of health care providers and shall make information about the network and network providers available to Members;
 - c. Wellmark shall prepare, print, and deliver identification cards to Plan Members;
 - d. Wellmark will perform its Administrative Services specified in this Agreement in compliance with applicable laws, including, but not limited to, compliance with retention of records, and compliance with applicable provisions on non-discrimination in health plan administration;
 - e. Wellmark shall make available to Account forms of ACA or HIPAA required notices, including the summary of benefits and coverage ("**SBC**") and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Wellmark shall make available the uniform glossary of insurance-related terms;
 - f. Subject to Section 6.1(c), Wellmark shall administer benefits and process Incurred Claims for health care services furnished Members in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, applicable laws and regulations, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, all of which may be revised from time to time. Processing of claims may include payment by Wellmark on behalf of Account; reporting of benefits to providers or Members, coordination of benefits, and may include monitoring, detection, and investigation of potentially wasteful, abusive or fraudulent Incurred Claims. Processing of claims may require, from time to time, and as Wellmark determines is necessary and appropriate, the adjustment of previously paid or denied claims resulting in either recovery of Claims Paid or additional payment of benefits. Adjustments to processed claims are generally not initiated by Wellmark more than eighteen (18) months after the Incurred Claim was first processed. If a Claim Paid adjustment results in a recovery of a prior payment, Wellmark shall credit Account for such adjustments to the extent of the amount recovered. Notwithstanding the preceding

three sentences and except as provided in Sections 2.3 and 2.4 of this Agreement, Wellmark shall not be required to reprocess claims as a result of any changes made to information relating to a Member or the Member's benefits unless (i) in addition to submitting changes to Wellmark, Account expressly requests in writing that Wellmark reprocess specific Member claims; and (ii) such reprocessing does not extend beyond eighteen (18) months prior to the date Wellmark receives Account's request;

- g. Wellmark shall maintain a single-level internal appeal procedure for Members to appeal adverse benefit determinations in accordance with the requirements of the Plan and applicable law. Wellmark shall also maintain a procedure for processing external review requests of final internal adverse benefit determinations with appropriate independent review organizations (“IROs”), pursuant to the requirements of the Plan and applicable law. All fees and costs for external review billed by IROs will be billed to Account in the amounts billed by the IRO; and
- h. To the extent that Account has delegated discretionary authority to Wellmark, Wellmark shall exercise its discretion to make determinations in connection with the administration of this Agreement and the Plan including, without limitation, determinations regarding whether health care services are medically necessary in accordance with Plan terms or whether charges for health care services are reasonable. Wellmark shall make determinations that are not arbitrary or capricious and such determinations shall be final and conclusive to the extent permitted by this Agreement, the terms of the Benefits Document, any direction given by Account, and by law.

3.2 **Medical Management Services.** Wellmark may, at its sole discretion, offer or arrange for various proprietary Medical Management Services to be available to Members or purchased by Account for its Members. Such services that may be offered include those services, if any, specifically selected or purchased by Account for a fee as shown on Exhibit “A” attached to this Agreement. Medical Management Services and their content are proprietary to Wellmark or its vendors, and may not be duplicated, modified or used for the benefit of any third party. Account does not have any right, title or interest in or to the Medical Management Services or the intellectual property underlying such Medical Management Services. Wellmark reserves the right to change, replace, or discontinue Medical Management Services from time to time without notice or amendment of this Agreement.

3.3 **Value-Added Services; Identity Protection.** Wellmark, at its sole discretion, may offer or arrange for value-added services or benefits for Account and its Members, including, for example, Member Identity Protection services from a third-party vendor. Identity Protection services are offered at no additional charge to Account or Members. Account may at its option accept or reject Identity Protection services for its Members.

3.4 **IRS Form 1095-C Reporting.** At the written request of Account, Wellmark will provide certain coverage information for purposes of Account's Form 1095-C reporting to the Internal Revenue Service. Wellmark does not guarantee the accuracy or completeness of the information provided, and expressly disclaims any liability for any penalties or costs that may be incurred due to alleged or actual inaccuracy or incompleteness, including but not limited to information reporting or other penalties that may be imposed if such information is relied upon or used in conjunction with any tax or other regulatory filing.

Wellmark does not provide federal or state legal or tax advice, and does not prepare or otherwise assist in preparing, in any way, any federal or state tax returns or reports on behalf of its customers, including but not limited to IRS Form 1095-C. Account assumes all liability in connection with the preparation of such documents and has the responsibility to consult with its own legal or tax advisors for information or assistance.

- 3.5 **Third Party Liability Recovery Services.** Wellmark shall provide Account with subrogation and third-party liability recovery services for Claims Paid while this Agreement is in force, and for a period of twelve (12) months following termination of the Agreement for any such matter initiated prior to termination. Wellmark has no obligation to initiate subrogation or third-party liability recovery services after this Agreement is terminated. Following the twelve (12) month run-out period, Wellmark will forward any open recovery file information to Account.

The nature and extent of efforts to pursue subrogation and third-party liability recovery are within the sole discretion of Wellmark. Such recovery services may include all steps necessary to recover Claims Paid that may be found to be the liability of a third party or other insurance carrier. The Account shall be responsible for all fees or costs, including the fees and costs of any third party utilized by Wellmark to perform third-party liability recovery services, incurred in the recovery process, with those costs and fees first paid from any funds recovered and the net amount only credited to Account's Claims Paid amounts. The fees for Wellmark's primary vendor providing third-party liability recovery services are described on Exhibit "A" to this Agreement. Account acknowledges that its stop loss carrier has priority of any recovery in the event the Claims Paid exceed the stop loss attachment or deductible level and there is insufficient recovery to reimburse the stop loss carrier and Account in full. Account shall accept any such recoveries as negotiated by Wellmark as payment in full and the determination of the recovery amount is within the sole discretion of Wellmark.

In the event retention of counsel is necessary to pursue recovery, Account shall be responsible for all attorney's fees. Wellmark has sole discretion with regard to the choice of counsel to pursue third-party liability recovery. Wellmark may choose to allow a Member's counsel to represent the Account's recovery interest. However, if the fee charged for collection of the recovery interest by legal counsel retained by the Member exceeds the prevalent fees for such services, Wellmark shall not authorize pursuit or settlement of the claim by said Member's attorney or payment of that attorney's fee without Account's written authorization. Further, if in the opinion of Wellmark, recovery of funds shall not offset the costs associated with such recovery, or recovery of the funds is not otherwise practicable, Wellmark shall inform the Account in writing of its opinion. Thereafter, unless the Account directs otherwise, Wellmark shall not further pursue the claim. In the event Account directs Wellmark to pursue Account's interest notwithstanding Wellmark's notice to Account of its opinion that the recovery shall not offset the involved costs, Account shall be responsible for all attorney's fees and costs incurred by Wellmark to pursue recovery, including the reasonable cost of Wellmark's staff time as determined by Wellmark.

Wellmark does not guarantee the recovery of funds and nothing in this section or Agreement obligates Wellmark to participate in or initiate any third-party liability recovery efforts or litigation to recover Claims Paid.

- 3.6 **Discretionary Authority.** Wellmark is delegated the authority to determine claims for benefits and to determine internal appeals of adverse benefit determinations of Members, provided such determinations are consistent with the terms of the Plan as provided by Account, this Agreement, the applicable Benefits Document, and applicable law, unless otherwise directed in writing by the Account. In making decisions regarding claims for benefits and appeals of denied claims, Wellmark shall have discretionary authority only to the limited extent necessary to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything in this Agreement to the contrary, Account shall have full responsibility for Plan design, for making any and all determinations whether an individual has satisfied the Account's requirements to be an eligible Member, and for making any determination regarding an individual's eligibility for continued coverage pursuant to COBRA.

ARTICLE 4 BILLING AND PAYMENT

- 4.1 **Billing; Account's Payment to Wellmark.** Account authorizes Wellmark and Wellmark agrees to process Incurred Claims as received, subject to the limitations, conditions, and exclusions stated in the Benefits Document.

Wellmark shall bill Account for Claims Paid, Network Access Fee, Administrative Fee, and other fees, based on the billing and payment method and fees set forth on Exhibit "A", attached to this Agreement. Any adjustments in fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Network Access Fee, Administrative Fee, and other fees, billed on a per Plan Member or per Member basis, shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change. Wellmark shall provide a bill to Account that shows the amounts due and, if applicable, the amounts of any weekly payments received by Wellmark and other credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization.

If Account elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal will change to correspond with the applicable billing, including applicable taxes or fees. Account's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Account calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If Account calls its bank to stop payment, Account may be required to provide a written request within fourteen (14) days after the call. Account will be responsible for any fee assessed by its bank for stop-payment orders made by Account.

- 4.2 **Late Payments; Interest Charge.** All payments from Account to Wellmark must be paid on time and when due in accordance with Section 4.1. If the Account fails to make payments in full when due, Wellmark may in its discretion do any or all of the following: impose interest or late fees; setoff late payments from other amounts that may be due to Account under the Agreement; stop the payment of all Incurred Claims for Members, regardless of the Incurred Date; require an alternative billing and payment method; or require an alternative financial arrangement. Payments not made when due shall include

an interest charge on the outstanding amount from the due date until payment is made in full at the then current prime rate as published in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

ARTICLE 5

CONFIDENTIAL INFORMATION; REPORTING; EXAMINATION OF RECORDS

- 5.1 Use and Disclosure of Confidential Information and Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement. If Account desires access to a Member's mental health information, Account shall file an applicable statement with the Iowa Insurance Division or have its employees or agents sign a statement indicating awareness that Members' mental health information shall not be used or disclosed, except in accordance with the provisions of Iowa Code Section 228.7. If Account utilizes third-party vendors to provide any administrative services to the Plan and directs Wellmark to provide or exchange any Confidential Information or PHI with such vendors, Account agrees to the following additional provisions: (a) Account represents it has the legally required business associate and data security agreements in place with such third-party vendors, and (b) Account agrees that third party must enter into a confidentiality and data use agreement with Wellmark, which identifies the purpose for which the Wellmark Confidential Information is disclosed, limits the use and disclosure of that data to the specific purpose stated in the data use agreement, and requires third party to return or remove the Wellmark Confidential Information from third-party's systems or database when Account's relationship with Wellmark terminates or when Account's relationship with third-party vendor terminates.
- 5.2 Non-Disclosure of Confidential Information.**
- a. Subject to the terms of the Business Associate Agreement and Section 5.1 and as permitted by applicable law, the Receiving Party will: (i) not disclose Confidential Information to any third party that is not an agent, consultant or business associate to Receiving Party without the written authorization of the Disclosing Party; (ii) restrict disclosure of Confidential Information only to those employees, agents or consultants who have a need to know the Confidential Information for purposes related to this Agreement or the administration of the Plan and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (iv) without unreasonable delay and in accordance with applicable law notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.
 - b. If the Receiving Party is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, for a purpose other than

contemplated in this Agreement, the Receiving Party will give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Receiving Party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

- c. All Confidential Information remains the property of the Disclosing Party and will not be copied or reproduced without the express written permission of the Disclosing Party, except for copies that are necessary to fulfill the confidentiality obligations contained in this Agreement, to render the services under this Agreement, or as otherwise allowed under the Business Associate Agreement or applicable law. A party may retain Confidential Information when obligated to do so as a matter of law, and may also retain any Protected Health Information as set forth in the Business Associate Agreement.
- d. Wellmark Confidential Information that is released by Wellmark to Account or to a third-party at Account's request may only be used strictly for the purpose of claims administration or Account Servicing, which is defined as Account-specific reporting and analytics, benchmarking, development of benefit designs, Wellmark performance/experience, pre-sales/retention, and audits. Account, and/or third party, as recipients of Wellmark Confidential Information, are prohibited from reselling Wellmark Confidential Information. To the extent Wellmark Confidential Information is disclosed in an aggregated format to Account and/or its third party, Account and third party are prohibited from de-aggregating the data to identify Wellmark, the Account and/or individual Members. Wellmark Confidential Information disclosed to Account and/or third party shall be limited to the minimum necessary information to fulfill the purpose for which it is being disclosed. Wellmark Confidential Information shall not be comingled by Account or third party with data from other sources. Wellmark may audit the Account or third party to ensure compliance with the limitations on data use and disclosure that are set forth in this section. Account or third party shall return or securely destroy the Wellmark Confidential Information it receives upon conclusion of the purpose for which it was disclosed.

5.3 **Wellmark's Right to Use Confidential Information.** Wellmark shall have the right to de-identify or remove direct identifiers from the Confidential Information so that it no longer constitutes Protected Health Information, and so that such Confidential Information is no longer identifiable with respect to Account, and to aggregate such de-identified Confidential Information for any purpose whatsoever; provided that such use is in accordance with all applicable laws, including but not limited to HIPAA. Such Confidential Information, after it is de-identified or limited pursuant to HIPAA, shall no longer be subject to Section 5.2 and shall thereafter be Wellmark's property.

5.4 **Right to Examine Records; Audit.** Wellmark or its authorized representative may at its own expense examine or audit the financial, enrollment, eligibility, and claims records of Account reasonably related to the administration of this Agreement, as reasonably often as Wellmark deems appropriate, to reconcile eligibility and enrollment information and records, to determine whether Account can make the payments required by this Agreement, or to determine payment of benefits under the Plan. Such examination if at

Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. The examination period will be limited to information relating to the most recent twenty-four (24) months only, if applicable. Upon completion of the examination, Wellmark shall share its examination findings with Account and conduct an exit conference with Account. Any third party conducting such audit on Wellmark's behalf must agree in writing to be bound by the terms and conditions of the Business Associate Agreement between Account and Wellmark.

Account's third-party authorized representative or auditor may, at Account's own expense, examine Wellmark's records reasonably and necessarily related to Wellmark's discharge of its responsibilities under this Agreement no more frequently than once annually. Account shall provide Wellmark with written authorization specifying the Account or Plan information that Wellmark may disclose to the auditor and Account represents that it will have entered into a business associate agreement with its auditor prior to the date of requesting disclosure of Confidential Information. The auditor must be acceptable to Wellmark, must not compete directly or indirectly with Wellmark, and must execute a non-disclosure agreement with Wellmark prior to receiving any Protected Health Information or Wellmark Confidential Information. Such examination shall be conducted during regular business hours, upon advance written notice reasonable under the circumstances and shall include the following Wellmark records: claims records (but not including individually identifiable sensitive diagnosis information unless Account specifically authorizes such disclosure), third-party explanations of health care benefits, enrollment records, and coordination of benefits procedures. Any other audit or examination request must be coordinated with Wellmark. The examination period will be limited to information relating to the most recent twenty-four (24) months only, notwithstanding the period for claim adjustments as may be specified in Section 3.1. Upon completion of the examination, Account shall share its examination findings with Wellmark and conduct an exit conference with Wellmark. Audits conducted by auditors compensated on a contingency fee basis are not permitted by Wellmark as such compensation arrangements are not consistent with professional auditing standards. Such standards consider these compensation arrangements to impair the auditor's or consultant's independence and objectivity. Audit scope, methodology, and procedure under this Agreement will conform to generally accepted professional auditing standards, including statistically valid random sample (as applicable) or other acceptable audit technique as reasonably agreed to by Wellmark.

- 5.5 **Website Access and Reporting.** Wellmark may provide Account while this Agreement is in force with secured access to Wellmark's website, web-based applications, or other electronic databases with respect to the Plan and Members for the purpose of Plan administration and health care operations, reporting, billing, or for self-service. Web-based applications or databases with Member and Plan specific Confidential Information may be hosted or supported by third parties on Wellmark's behalf. If Account or a third party acting on Account's behalf accesses such websites or information, Account is subject to and agrees to all of the terms and conditions, including the confidentiality requirements of this Agreement, and security restrictions and user requirements as established by Wellmark with respect to such access, as such terms are set forth in a data use agreement and in the applicable Terms and Conditions posted at Wellmark's website (Wellmark.com).
- 5.6 **Survival.** Any obligations of either party to the other under this Article of the Agreement survive any termination of this Agreement.

ARTICLE 6

PROVIDER PAYMENT ARRANGEMENTS; LAWSUIT RECOVERIES; REBATES; VALUE-BASED PROGRAMS; DISCLOSURE OF COMPENSATION

- 6.1 **Provider Payment Arrangements.** Wellmark will be responsible for negotiating and entering into separate payment arrangements with health care providers. Such provider payment arrangements and agreements shall apply to services by such providers for all Members entitled to benefits under plans insured or administered by Wellmark, including Members under this Plan.

Wellmark shall determine, in its sole discretion, the payment arrangements with health care providers including, without limitation, the Maximum Allowable Fees for Incurred Claims. Without limiting the foregoing, Wellmark may compensate providers pursuant to a variety of payment arrangements, including the following:

- a. Fee for service arrangements, including, without limitation, per diem and percent of charge arrangements;
 - b. Fixed fee or other payment methodology that is based on pre-determined criteria; or
 - c. Episode of care arrangements under which payment is based on a pre-established rate for a health care encounter, including, without limitation, a hospital stay or outpatient visit. In the event such an arrangement is utilized, consistent with the methodology established by Wellmark for such arrangement, Wellmark is not required to impose cost share responsibility on Members for each Covered Service Members receive. An episode of care arrangement payment may cover both Covered Services and non-Covered Services that are incidental to the Covered Services.
- 6.2 **Network Savings Allocations.** Any Network Savings amounts allocated to the Account shall be reflected in the amount of Claims Paid. Based on Wellmark's payment arrangements with health care providers, and in accordance with Section 6.1, the amount paid on an individual claim may be more or less than the Covered Charge minus any applicable Amounts Not Covered, deductible, copayment, and coinsurance amounts. If the amount paid to a provider on any claim exceeds the Covered Charge, the Network Savings is reflected as a negative dollar amount. Any Network Savings amounts allocated to Plan Members shall be reflected in the calculation of coinsurance, where applicable. The calculation of coinsurance depends on the type and location of the services provided and the contracting status of the health care provider. The calculation of coinsurance is further described in the applicable Benefits Document.
- 6.3 **Non-Contracting or Non-Network Providers.** If the applicable Benefits Document provides benefits for Covered Services rendered by health care providers that have not contracted with Wellmark or another Blue Cross and Blue Shield Plan ("**Non-Contracting Providers**"), Members may be liable to Non-Contracting Providers for any difference between the Covered Charges and the Maximum Allowable Fee and Members are responsible for paying the provider in full.
- 6.4 **Lawsuit Recoveries.** From time to time, Wellmark, Account, or Plan may receive notice of a pending or potential lawsuit being pursued by another entity (including, without limitation, a class action lawsuit) that seeks recovery of health care claims expenses on

behalf of one or more group health plans or payers and that may include Wellmark, Account, or the Plan as a potential party or potential class member (a “**Lawsuit**”). Wellmark shall not participate in such a Lawsuit on behalf of Account or the Plan unless Wellmark and Account enter into a separate written agreement relating to participation, recovery, and expenses in such Lawsuit. Wellmark has no duty to notify Account or Plan of Wellmark’s receipt of any notices in connection with any Lawsuit and each party is free to make its own determination whether to initiate or participate in any Lawsuit on its own behalf.

- 6.5 **Value-Based Programs.** Wellmark or Host Blues may enter into collaborative arrangements with Value-Based Programs under which the health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care of Wellmark members. Identifiable Data regarding Account’s Members may be included in information Wellmark or Host Blues provide to Value-Based Programs and used by the Value-Based Program and its providers. Regardless whether Account elects to participate in the Value-Based Program, known as Blue Distinction® Total Care, Account’s Members may access Covered Services from providers that participate in a Host Blue’s Value-Based Program as described in Section 9.3, Special Cases: Value-Based Programs. If Account has elected to participate in the Value-Based Program, a separate **Value-Based Program Exhibit** is attached to this Agreement and incorporated by this reference.
- 6.6 **Disclosure of Compensation.** Wellmark shall comply with Department of Labor requirements regarding the disclosure of compensation received from all sources in connection with this Agreement.

ARTICLE 7 LIABILITY OF THE PARTIES

- 7.1 **Account’s Responsibility for Claims Paid.** Account is solely responsible for all Claims Paid for its Members, including, without limitation, an individual added or deleted as a result of a retroactive eligibility change, or any Claims Paid at Account’s direction to Wellmark to make payment regardless of Plan limitations or exclusions. Wellmark provides Administrative Services and network access only and does not assume any financial risk or obligation with respect to claims, including, without limitation, any Claims Paid. Wellmark has no obligation to pay Incurred Claims if Account fails to pay or reimburse Wellmark timely in accordance with the terms of this Agreement.
- 7.2 **No Duty to Defend.** Wellmark shall have no duty or obligation to defend against any action or proceeding brought against Account or the Plan to recover a claim for benefits. Wellmark shall, however, make available to Account and its counsel, such evidence relevant to such action or proceeding as Wellmark may have as a result of its administration of the contested benefit determination.
- 7.3 **Account’s Liability.** Except as otherwise explicitly provided in this Agreement, Account shall accept the tender of defense and have the liability for all Plan benefit claims and all expenses incident to the Plan, and agrees to release, hold harmless, and indemnify Wellmark and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys’ fees and court costs, for which Wellmark may become liable:

- a. due to any state premium tax, use tax, or similar tax, or any similar benefit or plan-related charge, surcharge or assessment, federal tax, excise tax, or fee imposed on group health plans or plan sponsors under ACA, however denominated, including any penalties and interest payable with respect thereto, assessed against Wellmark on the basis of and/or measured by the amount of Plan benefits administered by Wellmark pursuant to this Agreement;
- b. due to any action or proceeding brought by a Member or a third party to recover benefits under the Plan;
- c. due to any action or proceeding brought by a Member or a third party alleging Wellmark provided significant assistance to Account to aid or perpetuate any discrimination activity;
- d. due to a release of Confidential Information to Account, the Plan, or a third party at Account's direction or arising out of any alleged improper use of Confidential Information by Account or such third party;
- e. due to Account's failure to timely provide requested information to Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures that relate to Account's size and status, EIN(s), the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information requested by Wellmark resulting in processing of claims not in compliance with MSP laws and other requirements in accordance with Section 2.5;
- f. due to Account's failure to comply with applicable law relating to issuing or failing to issue the required notices in accordance with Section 2.1(d);
- g. due to Account's failure or delay in providing accurate reports, data, and information regarding eligibility, enrollment, and Social Security numbers for each Member, benefit selection, limitations, exclusions, or benefit changes for the Plan, claims history, and other information necessary for Wellmark to administer the terms, coordination of benefits, limitations, and exclusions contained in the Plan;
- h. due to the Account's or its employees' or agents' negligence or material breach of their obligations under this Agreement, except to the extent that any such losses are caused by the negligence or willful misconduct of Wellmark;
- i. arising from any other acts or omissions of Account that constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Account to perform its obligations under this Agreement in accordance with the provisions of this Agreement; or
- j. due to or arising out of Wellmark's adherence with any direction from Account or decision made by Account with regard to the Plan design, benefits, or eligibility provisions in the Benefits Document, or the Administrative Services provided under this Agreement.

- 7.4 **Selection of Counsel.** In the event litigation is instituted by a Member or third party against the Account and/or Wellmark concerning any matter under the Plan, including a suit for Plan benefits, each party to this Agreement shall, to the extent possible, advise the other of the legal action, and shall have sole authority to select legal counsel of its choice.
- 7.5 **Wellmark's Liability.** In performing its obligations under this Agreement, Wellmark shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to group health plans of similar size and characteristics as the Plan. Wellmark agrees to release, hold harmless, and indemnify Account and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Account may become liable:
- a. arising from any acts or omission of Wellmark which constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Wellmark to perform its obligations under this Agreement in accordance with the provisions of this Agreement; and
 - b. arising from any allegation of a breach of confidentiality arising out of the release of Confidential Information to Wellmark or a third party at Wellmark's direction or arising out of any improper use of Confidential Information by Wellmark or such third party.
- 7.6 **Disclaimer of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES WELLMARK PROVIDES OR ARRANGES TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE MEDICAL MANAGEMENT SERVICES ARE EDUCATIONAL AND INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE CLINICAL SERVICES. HEALTH INFORMATION PROVIDED BY WELLMARK OR VENDORS OR THEIR AFFILIATES IS BASED ON MEDICAL LITERATURE. HOWEVER, USE OF SUCH INFORMATION IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE AND CARE FROM A HEALTH CARE PROFESSIONAL. THE HEALTH INFORMATION IS INTENDED TO HELP PEOPLE MAKE BETTER HEALTH CARE DECISIONS AND TAKE GREATER RESPONSIBILITY FOR THEIR OWN HEALTH, BUT MAY NOT RESULT IN ACTUAL ACHIEVEMENT OF THESE GOALS. ACCOUNT EXPRESSLY ACKNOWLEDGES AND AGREES THAT WELLMARK IS NOT RESPONSIBLE FOR THE RESULTS OF ITS MEMBERS' USE OF SUCH INFORMATION INCLUDING, BUT NOT LIMITED TO, MEMBERS CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR MEMBERS CHOOSING OR NOT CHOOSING SPECIFIC

TREATMENT. WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE MEDICAL MANAGEMENT SERVICES, THEIR ABILITY TO REDUCE COSTS, OR IMPROVE OUTCOMES.

- 7.7 **Grandfathered Health Plan Disclaimer.** Account has the sole obligation to determine the status of its Plan as either a Grandfathered Health Plan or a Non-Grandfathered Health Plan and has advised that its Plan is Non-Grandfathered.
- 7.8 **No Testing for Health Plans.** Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h) and will not be held liable for any penalties or other losses resulting from Account offering coverage in violation of Section 105(h).
- 7.9 **Survival.** The indemnities set forth in this Article, including any liability of either party to the other for indemnification, shall survive the termination of this Agreement.

ARTICLE 8 TERM AND TERMINATION

- 8.1 **Term of Agreement.** This Agreement shall become effective on the Effective Date and shall continue in force for the Rating Period (the “**Term**”).
- 8.2 **Renewal Terms.** Upon expiration of the Term, this Agreement shall continue in force from year to year upon Wellmark’s receipt of written documentation of Account’s renewal in advance of the termination date, until replaced by a subsequently executed Agreement, or as amended or terminated as provided in this Agreement. Wellmark shall have the right to change any of the Administrative Fees or other fees for any Rating Period or any renewal term upon not less than thirty (30) days advance written notice. Any such changes shall be reflected on a revised or new Exhibit “A” issued by Wellmark, to be attached to this Agreement and incorporated by this reference.
- 8.3 **Termination Notice.** Either party may terminate this Agreement at any time by giving written notice of termination delivered to the other party at least thirty (30) days in advance of the effective date of termination. If Wellmark has not received Account’s documented intent to renew at least ten (10) business days prior to the end of the Term, the Agreement may not be renewed.
- 8.4 **Termination for Nonpayment.** Wellmark may terminate this Agreement at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Agreement or Wellmark determines that Account has inadequate funds to make payments required by this Agreement and, in either case, Account fails to cure such non-payments or cure the inadequacy of funds within the ten (10) day notice period. Account is solely responsible for notifying its Plan Members of the termination of this Agreement for nonpayment or for any other reason.
- 8.5 **Effects of Termination for Nonpayment.** If Wellmark terminates this Agreement for nonpayment, Wellmark shall not pay on behalf of Account any Incurred Claims beyond the effective date of the termination and Wellmark reserves all rights to recoup any Paid

Claims for which Account has not paid Wellmark, regardless of when services were received.

- 8.6 **Claims Administration Following Termination.** If, following termination of this Agreement for reasons other than Account's nonpayment, and either Claims Paid are adjusted to revise a payment amount, or Incurred Claims with Incurred Dates prior to the date of termination are submitted to Wellmark in the period specified in the Benefits Document for timely filing of claims, Wellmark shall pay these claims on behalf of Account in accordance with this Agreement and submit bills to Account for the payment of Claims Paid for a period of twelve (12) months following termination. Any credits due to Account for recoveries, e.g., recoveries from third-party liability, rebates attributable to Member claims, or Claims Paid adjustments, shall be applied during this same twelve (12) month period. The bills shall include a Network Access Fee amount when Account makes retroactive changes to add a Plan Member to coverage during the Rating Period. Account shall pay all bills in accordance with the time and procedures set forth in Section 4.1 and in Exhibit "A". Wellmark shall not, on behalf of Account, pay Incurred Claims with dates of service following the date of termination. Unless Account and Wellmark otherwise agree in writing, Wellmark shall not continue any other services for Account after the effective date of termination.
- 8.7 **Availability of Records.** Upon written request by the Account, Wellmark will make available to any successor benefit services administrator, designated by the Account, standard reports and materials in its possession at the time of termination that are reasonably necessary to continue the administration of the Plan. Wellmark shall provide such materials in its standard format and Account shall pay a reasonable fee for such services.
- 8.8 **Survival.** Any liability of either party to the other for amounts owed or owing under this Agreement, unless such amounts are de minimus, shall not be extinguished by the termination of this Agreement.

ARTICLE 9

BLUE CROSS AND BLUE SHIELD DISCLOSURES AND INTER-PLAN ARRANGEMENTS

- 9.1 **Blue Cross and Blue Shield Disclosure Statement.** Account on behalf of itself and its Members, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Agreement. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Agreement.
- 9.2 **Account Locations or Members Outside of Iowa.** Account understands and agrees that Wellmark defines a National Account as a company headquartered and located in Iowa that also has employees in other states whose claims are processed through Inter-Plan

Arrangements. If Account is headquartered in Iowa, any employees or persons associated with Account are eligible for coverage under the Account's Plan, including those employed or working at Account locations outside Iowa. If Account is not headquartered in Iowa, only those employees or individuals associated with the Iowa business locations are eligible for coverage under the Account's Plan, and coverage will be void for any persons associated with Account locations outside of Iowa. Eligibility of persons located outside of Iowa, or associated with Account locations outside of Iowa, is subject to applicable law and Association guidelines.

- 9.3 **Out-of-Area Services.** Wellmark has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "**Inter-Plan Arrangements.**" These Inter-Plan Arrangements operate under rules and procedures issued by the Association. Whenever Members access health care services outside the geographic area Wellmark serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Wellmark serves, Members obtain care from health care providers that have a contractual agreement ("**participating providers**") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("**Host Blue**"). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("**nonparticipating providers**") with the Host Blue. Wellmark remains responsible for fulfilling its contractual obligations to Account and Wellmark's payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

- a. **BlueCard® Program.** The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating providers. The financial terms of the BlueCard® Program are described generally below.
- i. **Member Liability Calculation Method Per Claim.** Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services processed through the BlueCard® Program will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to Wellmark by the Host Blue.
 - ii. **Account Liability Calculation Method Per Claim.** The calculation of Account's liability on claims for Covered Services processed through the BlueCard® Program will be based on the negotiated price made available to Wellmark by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating provider(s) for specific health care services. In cases where negotiated price exceeds the billed charge, Account may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount

that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

- iii. **Claims Pricing.** Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Wellmark by the Host Blue may be represented by one of the following:
- a) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
 - b) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
 - c) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated, or average price. The use of estimated or average pricing may result in a difference (positive or negative), between the price Account pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard® Program requires that the amount paid by the Member and Account is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee. If applicable, Wellmark will disclose any such surcharge, tax or other fee to Account, which will be Account's liability.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and incorporated into future claim prices. As a result, the amounts charged to Account will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid

in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Account. If Account terminates, Account will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

- iv. **BlueCard® Program Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under the BlueCard® Program to pay to the Host Blues, to the Association, and/or to vendors of BlueCard® Program-related services. The specific BlueCard® Program fees and compensation that are charged to Account, if any, are set forth in **Exhibit “A”**. BlueCard® Program Fees and compensation may be revised from time to time as described in subsection f below. All BlueCard® Program-related fees, including any Access Fees paid to Host Blues, and Administrative Expense Allowance (“**AEA**”) Fees, are included in Wellmark’s general Administrative Fee as set forth in Exhibit “A”. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account.
- b. **Special Cases: Value-Based Programs.** Account’s Members may access Covered Services from providers that participate in Wellmark’s or a Host Blue’s Value-Based Program. Value-Based Programs may be delivered through the BlueCard® Program. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes, and Shared Savings arrangements.
 - i. **Value-Based Programs under Wellmark and/or the BlueCard® Program; Program Administration.** Under Value-Based Programs, Wellmark or a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts. The Host Blue may pass these provider payments to Wellmark, which Wellmark will pass directly on to Account as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- a) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Account via an enhanced provider fee schedule.

- b) Supplemental Factor: The charge to accounts for non-attributed Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- c) Per Member Per Month (“**PMPM**”) billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Wellmark will pass these Host Blue charges (and any Wellmark Value-Based Program charges) directly through to Account as a separately identified amount on Account’s bill.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard® claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the programs or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Wellmark and/or Host Blues will take one of the following actions:

- a) Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- b) Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

Wellmark and the Host Blue will not receive compensation resulting from how estimated, average, or PMPM price methods, described above, are calculated. If Account terminates, Account will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The

measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

- ii. **Care Coordinator Fees.** Host Blues may also bill Wellmark for Care Coordinator Fees for provider services which Wellmark will pass on to Account as follows:
 - a) PMPM billings; or
 - b) Individual claim billings through applicable care coordination codes from the most current edition of either Current Procedural Terminology (“**CPT**”) published by the American Medical Association (“**AMA**”) or Healthcare Common Procedure Coding System (“**HCPCS**”) published by the Centers for Medicare and Medicaid Services (“**CMS**”).

As part of this Agreement, Wellmark and Account will not impose Member cost sharing for Care Coordinator Fees.

- c. **Return of Overpayments.** Recoveries of overpayments from a Host Blue or its participating providers can arise in several ways including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Wellmark they will be credited to Account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to Account as a percentage of the recovery of its claims.
- d. **Nonparticipating Providers Outside Wellmark’s Service Area.**
 - i. **Member Liability Calculation.**
 - a) **In General.** When Covered Services are provided outside of Wellmark’s service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue’s nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.
 - b) **Exceptions.** In some exception cases, Wellmark may pay claims from nonparticipating providers for Covered Services outside of Wellmark’s service area based on the provider’s billed charge. This

may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Wellmark or by applicable law. In other exception cases, Wellmark may pay such claims based on the payment Wellmark would make if Wellmark were paying a nonparticipating provider for the same Covered Services inside of Wellmark's service area. This may occur where the Host Blue's corresponding payment would be more than Wellmark's in-service area nonparticipating provider payment. Wellmark may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph.

- ii. **Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account, if any, are set forth in Exhibit "A".
- e. **Blue Cross Blue Shield Global[®] Core.**
- i. **General Information.** If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter: "**BlueCard[®] service area**"), they may be able to take advantage of the Blue Cross Blue Shield Global[®] Core when accessing Covered Services. The Blue Cross Blue Shield Global[®] Core is not served by a Host Blue.

Inpatient Services. In most cases, if Members contact the Blue Cross Blue Shield Global[®] Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global[®] Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact Wellmark to obtain precertification for non-emergency inpatient services.**
 - ii. **Blue Cross Blue Shield Global[®] Core Related Fees.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account under Blue Cross Blue Shield Global[®] Core, if any, are set forth in Exhibit "A".
- f. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.** Modifications or changes to Inter-Plan Arrangement fees are generally made

effective January 1 of the calendar year but they may occur at any time during the year. In the case of any such modifications or changes, Wellmark shall provide Account with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Account's right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Account fails to respond to the notice and does not terminate this Agreement during the notice period, Account will be deemed to have approved the proposed changes, and Wellmark will then allow such modifications to become part of this Agreement.

ARTICLE 10 MISCELLANEOUS

- 10.1 **Change of Agreement.** If Account makes changes in the Plan or Benefits Document, Account shall give Wellmark sufficient advance notice of such changes. If Account makes any material changes in the Plan, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as a change in the number of eligible or enrolled individuals of ten percent (10%) or more, percentage of individuals enrolled, types of coverage offered, business entities covered, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Agreement, including an adjustment to the financial terms shown on Exhibit "A", or to terminate this Agreement in accordance with Section 8.3.
- 10.2 **Iowa Code Chapter 509A Compliance; No Actuarial Certification.** Nothing contained in this Agreement or on Exhibit "A" shall be construed or considered to be an actuarial opinion or certification by Wellmark in connection with Iowa Code Chapter 509A regarding the adequacy of reserves, rates, or financial condition of Account or the Plan. Account is solely responsible for compliance with all provisions of Iowa Code Chapter 509A and implementing regulations and, if applicable, is responsible for reporting any paid losses for the Account's self-funded operation of the Plan, as required by Iowa Code Section 513C.10, and for paying any assessment related to those paid losses.
- 10.3 **Use of Trademarks and Names.** Wellmark and Account reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established. Wellmark and Account agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional materials, or otherwise without the prior written consent of the other. Any previously approved usage shall cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and shall be returned to the appropriate property owner upon request or at the termination of this Agreement.
- 10.4 **Complete Agreement; Amendments.** The parties agree that this Agreement, including, without limitation, all Exhibits or amendments hereto, applicable Business Associate Agreement, and COBRA Administrative Services Agreement or Addendum, if any, constitute the complete and exclusive agreement and statement of the relationship between the parties with regard to the subject matter of this Agreement and supersedes all related discussions, understandings, proposals, exhibits, amendments, prior and concurrent agreements, representations and warranties, whether oral or written, and any

other communications between the parties in regard to the subject matter hereof. This Agreement, including, without limitation, any Exhibits hereto, may be amended from time to time by the parties. Any amendment to this Agreement, or change, modification, or waiver of any of the terms or provisions of this Agreement shall be effective only when made in writing and signed by an authorized representative of each party and delivered in accordance with Section 10.11. This Agreement shall take precedence over any other documents that may be in conflict with it.

Notwithstanding the foregoing, if this Agreement supersedes a prior Agreement, health services with an Incurred Date prior to the Effective Date of this Agreement shall be processed pursuant to the terms of the applicable superseded Agreement.

- 10.5 **Force Majeure.** The parties to this Agreement shall be excused from any performance under this Agreement, other than payment of amounts due, for any period and to the extent they are delayed, restricted, or prevented from performing under this Agreement as a result of an act of God, war, civil disturbance, legislative enactment, court order, labor dispute, act of terrorism, or other cause beyond their reasonable control.
- 10.6 **Effectiveness of Agreement.** This Agreement shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium, Network Access Fee, Administrative Fee, or other fees as billed by Wellmark required by this Agreement.
- 10.7 **Assignment.** The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement to any third party, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark. Further, Wellmark may, in its sole and unfettered discretion, contract with a third party to perform some Administrative Services or other of Wellmark's duties under this Agreement, including, without limitation, the subrogation recovery services for Claims Paid. To the extent Wellmark contracts with a third party to perform any such services or duties, the term "Wellmark" as used in this Agreement shall be deemed to include the contracted third party, as the context so requires.
- 10.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Agreement shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 10.9 **Nature of Relationship; Authority of Parties.** Nothing contained in this Agreement and no action taken or omitted to be taken by Account or Wellmark pursuant hereto shall be deemed to constitute Account and Wellmark a partnership, an association, a joint venture or other entity whatsoever. Wellmark shall at all times be acting as an independent contractor under this Agreement. No party has the authority to bind the other in any respect whatsoever.

- 10.10 **No Third-Party Beneficiaries.** This Agreement is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.
- 10.11 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid), or sent by electronic means and addressed to the last address furnished in writing. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Agreement.

Notice to Wellmark may be addressed:

Wellmark Blue Cross and Blue Shield of South Dakota
Attention: Procurement and Contracts
1331 Grand Avenue
Des Moines, Iowa 50309-2901

- 10.12 **State of Issue; Applicable Law.** This Agreement is issued and delivered in the state of Iowa and is performed in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Agreement shall be construed in accordance with and governed by the laws of the state of Iowa.

ARTICLE 11 DISPUTE RESOLUTION

11.1 **Dispute Resolution; Mandatory Arbitration.**

- a. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach hereof (each a “**Dispute**”), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a “**Dispute Notice**”) to the other party setting out, in writing and in detail, the nature and specifics of the Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 11.2.
- b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration

Association (“**AAA**”) in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the “**Rules**”). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section. **The parties do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the “Arbitration”), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Agreement.**

- c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.
- d. This Agreement concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.
- e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.
- f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.
- g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than \$1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be selected from the AAA’s National Roster of Arbitrators in accordance with Rule R-12 of the Rules.
- h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than \$1,000,000, then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.

- i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than \$250,000.
- j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.
- k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).
- l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).
- m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.
- o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened

breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.

p. The provisions of this Section 11.1 shall survive any termination of this Agreement.

11.2 Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages.

a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by applicable federal or state law), the parties agree that the terms in this Section 11.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating to this Agreement, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.**

b. Notwithstanding Sections 5.6, 7.9, and 8.8, no legal or equitable action or claim may be brought against Wellmark for an action or claim arising under or relating to this Agreement more than two (2) years after the cause of action arose.

c. The provisions of this Section 11.2 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first stated above.

City of Cedar Falls

Wellmark of South Dakota, Inc., doing business as Wellmark Blue Cross and Blue Shield of South Dakota

By: _____

By: _____

Print Name: _____

David S. Brown
Executive Vice President, Chief Financial Officer and Treasurer

Title: _____

Wellmark Blue Cross and Blue Shield of South Dakota
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:

City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613-2726

Benefit Plan(s) Administered By:

Wellmark Blue Cross and Blue Shield of South Dakota

Rating Period:

The Rating Period begins on 7/01/2020 and ends on 6/30/2021.

Plan Year:

The Plan Year begins on 07/01 and ends on 06/30.

Administrative Fee:

Health:	\$40.71	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).
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Pharmacy Vendor Admin Fee:

\$2.00 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

Network Access Fee:

\$8.01 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

External Review:

External review fees for Independent Review Organizations (IROs), if applicable, will be on a per case or per external review basis and all such fees attributable to Members under the Plan shall be billed to Account in the amount billed to Wellmark by the IRO.

Third Party Liability Vendor Fees:

The third party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. The recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final amount recovered as a result of the actions of the vendor (less the vendor's service fee) is credited to Account. Wellmark's agreement with the recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.

Wellmark Blue Cross and Blue Shield of South Dakota
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

BlueCard Program-related Fees:

All BlueCard Program-related fees, including any Access Fees paid to Host Blues and Administrative Expense Allowance (“AEA”) Fee, are included in Wellmark’s general Administrative Fee stated above. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account. The general Administrative Fee encompasses fees Wellmark charges to Account for administering Account’s benefit plan. Fees may include both local and Inter-Plan fees. Other BlueCard Program-related fees included in the general Administrative Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee, and the Blue Cross Blue Shield Global Coverage Fees, if applicable.

Billing and Payment Method:

Wellmark shall notify Account weekly of the total Claims Paid amount for the week. Account shall make payment to Wellmark within forty-eight hours of receipt of the notification. Wellmark shall bill Account monthly for Claims Paid (if any), Administrative Fee, other fees, and reflect the payments/credits received.

Limitations: Any adjustments to Administrative Fee, Network Access Fee, and other fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Exhibit A Issue Date: 6/5/2020



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: June 11, 2020

SUBJECT: **FY21 Wellmark Blue Cross and Blue Shield Health Plan
Stop Loss Policy**

Attached for your approval is Stop Loss Policy and rate exhibit for FY21 with Wellmark Blue Cross and Blue Shield related to the City's health plan. City staff recommends approval. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

STOP LOSS POLICY

WELLMARK, INC.

issued to

City of Cedar Falls

Stop Loss Policy Effective Date: July 1, 2020
Stop Loss Period: July 1, 2020 to June 30, 2021

Form Number: IA Wellmark, Inc. LG SLP

Version: 08/19

STOP LOSS POLICY

THIS STOP LOSS POLICY (herein "**Policy**") is issued by Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company (herein "**Wellmark**"), effective as of the **first** day of **July, 2020** ("**Effective Date**"), to City of Cedar Falls, an Iowa public entity, with its principal location in Iowa (herein "**Account**").

RECITALS

1. Account is the plan sponsor of a self-funded group health plan (herein called "the **Plan**") within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals. The Plan is designed, maintained and funded by Account and Account is solely responsible for making Member eligibility determinations and for Claims.
2. Account desires that Wellmark reimburse it for Claims Eligible for Reimbursement that satisfy the amounts and terms specified in this Policy. Account acknowledges this Policy provides it with reimbursement only for Claims Eligible for Reimbursement meeting the terms and conditions specified in this Policy and Wellmark provides no insurance coverage for the Plan or for any Member. Wellmark assumes no financial risk or obligations with respect to Claims except as expressly specified in this Policy.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 POLICY DEFINITIONS

- 1.1 "**Aggregate Deductible**" means the percentage of expected Claims Eligible for Reimbursement for all Members during the Stop Loss Period that is Account's liability before any reimbursement is made under the aggregate stop loss coverage of this Policy. The Aggregate Deductible amount is shown on **Exhibit "A"**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.2 "**Attachment Point**" means the amount of expected Claims Eligible for Reimbursement per Plan Member for each benefit classification. The Attachment Point is used to determine Account's Aggregate Deductible and Minimum Aggregate Deductible and is shown on **Exhibit "A"**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.3 "**Benefit Services Administrator**" means the company or companies specified on **Exhibit "A"**, Stop Loss Premiums and Financial Terms, which provides health benefit plan administration services to Account pursuant to a separately executed administrative services agreement in effect during the Stop Loss Period.
- 1.4 "**Benefits Document**" means the written document(s) Account makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar.

- 1.5 **“Claims”** means the dollar amount of the Benefit Services Administrator’s payment on behalf of the Account for covered health care services provided to Members under the terms of the Plan administered by the Benefit Services Administrator. Claims do not include any: (a) amounts paid for health care services as a Plan exception made at the direction of Account; (b) amounts paid for health care services determined by the Benefits Services Administrator to be investigational or experimental as defined under the terms of the Plan; (c) amounts paid at the direction of the Plan for health care services that Benefits Services Administrator deems to be investigational or experimental, but for which Account has waived the general limitation or exclusion for investigational or experimental procedures, (d) amounts paid for health care services determined by the Benefits Services Administrator to be not medically necessary as defined under the terms of the Plan; (e) amounts paid for health care services for an individual not eligible for coverage under the terms of the Plan; or (f) amounts paid that are not for covered health care services under the terms of the Plan.
- 1.6 **“Claims Eligible for Reimbursement”** means Claims that have both an Incurred Date within the Run-in Period or Stop Loss Period and a Paid Date within the Stop Loss Period specified on Exhibit “A”.
- 1.7 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.
- 1.8 **“Individual Deductible”** means the fixed dollar amount of Claims Eligible for Reimbursement per Member as specified on Exhibit “A”, which is the Account’s liability before any reimbursement is made under the individual stop loss coverage of this Policy.
- 1.9 **“Member”** means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits in accordance with the terms of the Plan, specifically including the Plan’s eligibility criteria, as determined and identified by Account. The Member must be eligible and enrolled in the Plan on the Incurred Date of the Claims.
- 1.10 **“Minimum Aggregate Deductible”** means an amount that is the Account's minimum liability under the aggregate stop loss coverage of this Policy. The Minimum Aggregate Deductible is the product of the number of Plan Members in effect for each Attachment Point, multiplied by each Attachment Point shown on Exhibit "A", multiplied by 90%. The results of the calculations shall be added together each month during the Stop Loss Period resulting in the year-to-date (“YTD”) Minimum Aggregate Deductible. The Minimum Aggregate Deductible is calculated at the beginning of the Stop Loss Period, based on the enrollment under each Attachment Point and may be recalculated during the Stop Loss Period due to a benefit change.
- 1.11 **“Paid Date”** means the date on which a Claim payment is made by the Benefit Services Administrator. The Benefit Services Administrator may adjust Claims for a period of up to eighteen (18) months after the Claim is first processed. If a Claim is subsequently adjusted, the date of the final adjustment is considered the Paid Date, provided, however, that if a Claim is adjusted in accordance with a decision of an Independent Review Organization (IRO) making an external review determination under applicable law, the

date of the Benefit Services Administrator's internal adverse benefit determination is considered the Paid Date for purposes of this Policy.

- 1.12 **"Plan"** means the self-funded group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.13 **"Plan Member"** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents as administered by the Benefit Services Administrator.
- 1.14 **"Protected Health Information" or "PHI"** means the same as the term "protected health information" in 45 CFR §160.103.
- 1.15 **"Run-In Period"** means the period of time set forth on Exhibit "A" prior to beginning of the Stop Loss Period, during which Claims may have Incurred Dates.
- 1.16 **"Stop Loss Claims"** mean dollar amounts for Claims Eligible for Reimbursement that exceed the applicable Individual Deductible under this Policy.
- 1.17 **"Stop Loss Period"** means the period of time set forth on Exhibit "A" or the most recent revision to Exhibit "A" issued to Account and attached to this Policy and incorporated by this reference.
- 1.18 **"Stop Loss Premium"** means the amount Wellmark charges Account for stop loss coverage. The Stop Loss Premium may include broker fees or commissions and is shown on Exhibit "A".

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Payment of Stop Loss Premiums.** Wellmark shall bill Account monthly and Account agrees to pay Wellmark the amount of the Stop Loss Premiums and any applicable taxes or fees billed for the preceding month. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization, including an authorization for automatic withdrawal of any changed amount as reflected on Account's bill. Any adjustments due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Stop Loss Premiums shall be limited to a period of three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change. The bill will show the amounts due and will also show any credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill.
- 2.2 **Late Payments.** All payments due from Account to Wellmark must be paid on time and when due in accordance with Section 2.1. If the Account fails to make payments in full when due, Wellmark may discontinue the reimbursement of all Stop Loss Claims for the Account, impose interest or late fees, or may setoff or recoup late payments from other amounts that may be due to Account. Payments not made when due shall include an

interest charge on the outstanding amounts from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. Late fees are calculated on the entire amount due regardless of any partial payments. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Policy. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

- 2.3 **Providing Information; Account Representations.** Account shall provide all information and representations reasonably necessary and as may be requested by Wellmark during the underwriting and issuance of this Policy and to establish loss for which reimbursement is claimed under this Policy. Account shall provide such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in underwriting and issuing this Policy and in discharging its responsibilities under this Policy. Account's failure to provide complete and timely information may cause Stop Loss Claims to be denied.
- 2.4 **Notice of Persons Eligible for Coverage.** Account or its Benefit Services Administrator shall notify Wellmark of individuals eligible and enrolled in the Plan and of changes in eligibility in accordance with the manner, time, and procedures set forth in the separate administrative services agreement entered into between Account and the Benefit Services Administrator. Notwithstanding the effective date Account establishes for Member eligibility, no eligibility change shall be effective under this stop loss coverage more than three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change.
- 2.5 **Right of Reimbursement or Recovery.** In the event Account receives or is eligible to receive a payment or credit from a third-party or the Benefit Services Administrator for any portion of Claims, including, but not limited to, pharmaceutical manufacturer rebates, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy.
- 2.6 **Third Party Liability Recovery.** Account acknowledges and agrees that Wellmark, as the stop loss carrier, has priority of any third-party liability recovery in the event Stop Loss Claims for a Member have been credited to Account. Account may delegate responsibility for subrogation and third-party liability recovery services to Benefit Services Administrator's subrogation and third-party liability recovery vendor ("**Subrogation Vendor**") on Account's behalf, which shall pursue and prosecute any and all subrogation interests or other valid claims that Account may have against a third-party or any current or former Member who recovers or has a right of recovery from a third-party as a consequence of any occurrence resulting in Claims. If Account or Subrogation Vendor initiates any action for recovery, Account shall notify Wellmark of such action within ten (10) days of filing such action. Account shall cooperate with Wellmark and, upon request of Wellmark, Account shall execute and deliver to Wellmark an assignment and any other instrument that may be necessary to secure Wellmark's right of recovery. Account shall

not waive any rights to pursue recovery from a third-party without Wellmark's written consent.

In the event Account recovers all or any portion of Claims from a third-party or from a current or former Member, or any Claim is reversed in full or in part due to payment or acceptance of responsibility by a third-party, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received or Claim reversed by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy. On a case by case basis, and only if Wellmark has agreed in writing and in advance, Account may reduce the amount it repays to Wellmark by reasonable and necessary expenses incurred directly by Account in obtaining recovery from the third party.

ARTICLE 3 STOP LOSS COVERAGE

- 3.1 **Individual Stop Loss Coverage.** Wellmark shall reimburse Account for the amount by which the Claims Eligible for Reimbursement for a specific Member exceed the Individual Deductible amount for the specific Member shown on Exhibit "A", subject to any Policy limitations set forth on Exhibit "A". Reimbursement for Stop Loss Claims is generally provided as a statement credit on Account's next statement from the Benefit Services Administrator. All Stop Loss Claims reimbursements shall be subject to audit or review as provided in sections 2.3 and 4.3 of this Policy that Wellmark determines in its sole discretion may be required to verify a Member's eligibility and enrollment in the Plan, verify the proper payment of Claims, or verify Stop Loss Claims are reimbursed correctly.
- 3.2 **Aggregate Stop Loss Coverage.** Wellmark shall determine the aggregate stop loss coverage reimbursement as described in this Section.
- a. For each month of the Stop Loss Period, the monthly Claims Eligible for Reimbursement shall be calculated by accumulating all Claims for that month, less any reimbursement made under the individual stop loss coverage during the same Stop Loss Period, less any Claims excluded from the aggregate stop loss coverage. The monthly Claims Eligible for Reimbursement shall be added together for all months during the Stop Loss Period, resulting in the YTD Claims Eligible for Reimbursement;
 - b. For each month of the Stop Loss Period, the number of Plan Members in effect for each benefit classification shall be multiplied by the Attachment Point for each benefit classification shown on Exhibit "A". The results of the calculations shall then be added together, resulting in the monthly Aggregate Deductible. Each monthly Aggregate Deductible shall be added together for all months during the Stop Loss Period, resulting in the YTD Aggregate Deductible; and
 - c. If the YTD Claims Eligible for Reimbursement exceed the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, Wellmark shall reimburse Account for the excess amount within sixty (60) days after the end of the Stop Loss Period. If the YTD Claims Eligible for Reimbursement is less than

the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, no reimbursement by Wellmark will be made.

ARTICLE 4 CONFIDENTIAL INFORMATION; EXAMINATION OF RECORDS

- 4.1 **Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement.
- 4.2 **Non-Disclosure of Confidential Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to information and data collected or developed by Wellmark related to Claims, cost, utilization, outcomes, quality, and financial performance of the Plan during the term of this Policy (“**Confidential Information**”) shall be as set forth in the separately executed administrative services agreement between Account and the Benefit Services Administrator.
- 4.3 **Right to Examine Records; Record Retention.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, eligibility standards, and Claims records of Account, its Benefit Services Administrator(s), or other third parties providing services to Account, reasonably related to the administration of this Policy, as reasonably often as Wellmark deems appropriate, to reconcile eligibility or enrollment information and records or to determine appropriate payment of Stop Loss Claims under this Policy. Such examination may be conducted either before or after reimbursement of Stop Loss Claims and, if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. Account shall provide any information reasonably requested by Wellmark. Account shall ensure that all records relating to the matters described in this Section 4.3 will be maintained for at least twenty-four (24) months following the end of the Stop Loss Period. The examination period may cover the most recent Stop Loss Period and the preceding twenty-four (24) months only, if applicable, and may cover Account's prior or third-party Benefit Services Administrator.
- 4.4 **Survival.** Any obligations of either party to the other under this Article of the Policy survive any termination of this Policy.

ARTICLE 5 TERM AND TERMINATION

- 5.1 **Term; Termination of Plan or Administrative Services Agreement.** This Policy shall become effective on the Effective Date and shall continue in force for the Stop Loss Period as set forth on Exhibit “A”, unless earlier terminated as provided in this Policy. If the Plan is terminated, or if Account's administrative services agreement with the Benefit Services Administrator is terminated, this Policy shall terminate as of the date the Plan is terminated or as of the date the administrative services agreement is terminated, whichever is applicable and whichever date is earlier.
- 5.2 **Renewal Terms; Notice of Non-Renewal.** This Policy may be renewed for successive Stop Loss Periods only when a new or amended Policy with an updated Exhibit “A” specifying a new Stop Loss Period is issued and executed by Wellmark. Wellmark shall have the right to change the Stop Loss Premiums for any renewal term as reflected on an

updated Exhibit "A". If Wellmark decides not to renew the Policy, it shall provide Account written notice of non-renewal at least forty-five (45) days prior to the end of the Stop Loss Period.

- 5.3 **Termination for Nonpayment.** Wellmark may terminate this Policy at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Policy. The notice shall include the reason for the termination. Wellmark may recoup or setoff from any Stop Loss Claims any premiums or other fees or amounts owed to Wellmark or to Benefit Services Administrator by Account.
- 5.4 **Effects of Termination.** If Wellmark terminates this Policy for nonpayment by the Account, Wellmark shall not reimburse Account for Claims Eligible for Reimbursement beyond the effective date of the termination regardless of when services were received or the Claims were paid. If this Policy terminates other than at the expiration of the Stop Loss Period, the effective date of the termination shall become the end of the Stop Loss Period.
- 5.5 **Survival.** Any liability of either party to the other for amounts owed or owing under this Policy, unless such amounts are de minimus, shall not be extinguished by the termination of this Policy.

ARTICLE 6 MISCELLANEOUS

- 6.1 **Complete Policy; Amendment.** This Policy, including any exhibits or amendments, constitutes the complete and exclusive agreement and statement of relationship between the parties with regard to the subject matter of this Policy and supersedes all related discussions, proposals, prior policies, agreements, understandings, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter of this Policy. Changes or amendments to this Policy shall be effective only when the written amendment has been signed by an authorized representative of Wellmark and delivered in accordance with Section 6.10. This Policy shall take precedence over any other documents that may be in conflict with it.
- 6.2 **Change of Policy.** If Account makes changes in the Plan or Benefits Documents, Account shall give Wellmark sufficient advance written notice of such changes. If Account makes any material changes in the Plan administered by the Benefit Services Administrator, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as an increase in the ratio of family to single contracts of twenty percent (20%) or more, a change in the number of eligible individuals of ten percent (10%) or more, percentage of individuals enrolled, type of coverage offered, business entities covered, change in Benefit Services Administrator, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Policy, including an adjustment of stop loss premiums or Individual Deductible shown on Exhibit "A", or terminate this Policy.
- 6.3 **Provider Payment Arrangements; Claims Submission.** The Benefit Services Administrator has entered into payment arrangements or contracts with health care providers or other service providers that affect the submission, timing, frequency, and the

amount of payment of Claims. Not all health care providers participate in or agree to such payment arrangements and the Benefit Services Administrator does not determine, direct, or control the timing or accuracy of any Claims submissions. Claims do not become Claims Eligible for Reimbursement unless both the Incurred Dates and Paid Dates are within the required periods set forth in this Policy and Exhibit "A".

- 6.4 **State of Issue; Applicable Law.** The Policy is issued and delivered in the state of Iowa and is performed at Wellmark's offices in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Policy shall be construed in accordance with and governed by the laws of the state of Iowa.
- 6.5 **Force Majeure.** The parties to this Policy shall be excused from performance under this Policy for any period and to the extent they are delayed, restricted, or prevented from performing under this Policy (other than payment) as a result of an act of God, war, civil disturbance, court order, labor dispute, acts of terrorism, or other cause beyond their reasonable control and such nonperformance shall not be grounds for termination or default.
- 6.6 **Effectiveness of Policy.** This Policy shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium required by this Policy.
- 6.7 **Assignment.** The Policy shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Policy, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Policy, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark.
- 6.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Policy shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Policy shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Policy, and any consent to any departure from the terms of any provision of this Policy, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 6.9 **No Third-Party Beneficiaries.** This Policy is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Policy or of the Plan.
- 6.10 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Policy to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Policy shall be in writing and be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid) or sent by electronic means and addressed to the last address furnished by the respective party.

Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Policy.

Notice to Wellmark may be addressed:

Wellmark, Inc.
 Attention: Procurement and Contracts
 1331 Grand Avenue
 Des Moines, Iowa 50309-2901

ARTICLE 7 BLUE CROSS AND BLUE SHIELD DISCLOSURE

- 7.1 **Blue Cross and Blue Shield Disclosure Statement.** Account hereby expressly acknowledges its understanding this Policy constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Policy. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Policy.

ARTICLE 8 DISPUTE RESOLUTION

- 8.1 **Dispute Resolution; Mandatory Arbitration.**
- a. In the event of any controversy or claim arising out of or relating to this Policy, or the breach hereof (each a "**Dispute**"), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a "**Dispute Notice**") to the other party setting out, in writing and in detail, the nature and specifics of the Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 8.2.
 - b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the "**Rules**"). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions

of substantive arbitrability, including without limitation the validity of this Section. **The parties do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the “Arbitration”), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Policy.**

- c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.
- d. This Policy concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.
- e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.
- f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.
- g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than \$1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be selected from the AAA’s National Roster of Arbitrators in accordance with Rule R-12 of the Rules.
- h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than \$1,000,000, then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.
- i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than \$250,000.

- j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.
- k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).
- l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).
- m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.
- o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.

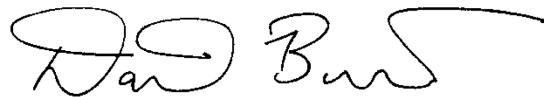
- p. The provisions of this Section 8.1 shall survive any termination of this Policy.

8.2 Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages.

- a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by applicable federal or state law), the parties agree that the terms in this Section 8.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating to this Policy, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS POLICY, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.**
- b. Notwithstanding Sections 4.4 and 5.5 no legal or equitable action or claim may be brought against Wellmark for an action or claim arising under or relating to this Policy more than two (2) years after the cause of action arose.
- c. The provisions of this Section 8.2 shall survive any termination of this Policy.

Wellmark, Inc.

By:



David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

Wellmark, Inc.
Stop Loss Policy

Item 17.

Exhibit "A" - Stop Loss Premiums and Financial Terms

Account Full Name and Address

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

Benefit Services Administrator(s)

Wellmark Blue Cross and Blue Shield of South Dakota
Pharmacy Benefits Manager: Express Scripts

Stop Loss Period:

The Stop Loss Period begins on 7/01/2020 and ends on 6/30/2021.

Claims Eligible for Reimbursement. Claims shall be considered for reimbursement under this Policy only if all of the following conditions are completely satisfied as determined by Wellmark.

- Stop loss coverage is administered with a Run-in Period as a 36/12 arrangement, which means:
- The Claims shall have Incurred Dates within the Stop Loss Period or within 24 months prior to the beginning of the Stop Loss Period (the Run-in Period); and
 - The Claims shall have Paid Dates within the Stop Loss Period.

Claims with Paid Dates following the end of the Stop Loss Period are not Claims Eligible for Reimbursement.

Monthly Stop Loss Premiums-Health (subject to any policy limitations listed below):

\$145.62 per Plan Member per month based on active Plan Members on last day of billing month.

Individual Stop Loss Coverage (subject to any policy limitations listed below):

Individual Deductible: \$85,000 per Member

Covered Benefits: Health Pharmacy

Aggregate Stop Loss Coverage (subject to any policy limitations listed below):

Aggregate Deductible: 125 % of expected Paid Claims.

Covered Benefits: Health Dental Pharmacy

Attachment Point: per Plan Member per month based on active Plan Members on last day of billing month.

	<u>Single</u>	<u>Family</u>
Plan A	\$799.46	\$1,998.65
Plan B	\$799.46	\$1,998.65

Policy Limitation(s):

Claims in excess of the Account's Individual Stop Loss deductible level will not be covered under the Aggregate Stop Loss coverage.

Any adjustments to monthly stop loss premiums and attachment points due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

**Wellmark, Inc.
Stop Loss Policy**

Item 17.

Exhibit "A" - Stop Loss Premiums and Financial Terms

Exhibit "A" Issue Date:

6/5/2020



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: June 10, 2020

SUBJECT: FY21 Delta Dental of Iowa Group Insurance Policy for City's Dental Insurance Plan

Attached for your approval is the Group Insurance Policy that will be applicable to the City's fully insured dental insurance plan to be administered by Delta Dental of Iowa beginning July 1, 2020. City staff recommends your approval of the group insurance policy. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

GROUP INSURANCE POLICY

THIS AGREEMENT is by and between Delta Dental of Iowa (Delta Dental) and City of Cedar Falls (Employer).

WHEREAS, the following circumstances exist:

- A. Delta Dental is a nonprofit corporation authorized by the Commissioner of Insurance for the state of Iowa to transact business as a dental service plan.
- B. Employer desires to create or has established a dental benefits plan for its eligible Employees.
- C. Delta Dental and Employer acknowledge that Employer's dental benefits plan is an employee welfare benefit plan under the terms of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and that the Employer is the Plan Administrator and Plan Sponsor of the welfare benefit plan for the purposes of ERISA. *This section does not apply to government and church entities.*
- D. Employer desires that Delta Dental pay for certain dental services furnished to such Members as Employer may designate.
- E. Delta Dental is willing to pay claims for such dental services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is hereby agreed as follows:

1. **Definitions.**

- a. "**Agreement**" means this Group Insurance Policy, Group Application, Financial Exhibit attached to it initially and as such may be revised or amended, the Benefits Certificate(s), and the Subscribers' names and/or applications for coverage.
- b. "**Benefits Certificate**" means the written document(s), which describe and define a welfare benefit plan for dental services, which the Employer established for their Members.
- c. "**Claims**" means claims for dental services that are furnished to Members with a date of service as defined in the Financial Exhibit as Claims Eligible for Payment.
- d. "**Claims Paid**" means the amount calculated by deducting from the Covered Charges any amounts attributable to Provider Savings, deductibles, copayment, coinsurance, or Contract Limitations as defined in the Benefits Certificate(s). The amount of Claims Paid during the Contract Period is determined by the date of Delta Dental's check or remittance.
- e. "**Contract Limitations**" means the amounts which are the liability of the Subscriber under this Agreement. These include the services which are not covered, charges for dental services which are not dentally necessary, penalties for failure to follow notification requirements, and charges for services that have reached a contract maximum.

- f. **“Contract Period”** means the period of time set forth in the Financial Exhibit or the most recent revision to the Financial Exhibit.
- g. **“Covered Charges”** means the amount a provider bills a Member, or Delta Dental, less services not covered. Services which are covered are those dentally necessary and dentally appropriate procedures as outlined in the Benefits Section of the Benefits Certificate(s).
- h. **“Delta Allowance”** means the amount which equals the lesser of the Covered Charge for a service, supply, or any dental procedure covered under the dental plan or an amount which Delta Dental establishes, annually, as its maximum allowable fee for the same service or supply.
- For all dental procedures covered under the plan, the maximum allowable fee is established by Delta Dental of Iowa for a covered dental procedure that is dentally necessary and dentally appropriate. It is developed from various sources, such as contracts with dentists, input from our dentist consultants, the simplicity or complexity of the procedure, and the billed charge for the same procedures by dentists in Iowa.
- For services billed by providers outside of Iowa, the maximum allowable fee is based on information from that state’s Delta Dental Plan.
- i. **“Employee”** means an active Employee of Employer for purposes of Social Security laws or who otherwise is included as an Employee as required by law (or a member of the Board of Directors of an Employer).
- j. **“Incurred Date”** means the date dental services are provided. With regard to inpatient hospital or facility services, the date of admission is the Incurred Date.
- k. **“Member”** means any person entitled to receive dental benefits as defined in the Benefits Certificate(s).
- l. **“Provider Savings”** means the amount saved due to our contracts with providers. It is calculated as the difference between the Covered Charge and the Delta Allowance.
- m. **“Subscriber”** means any individual identified by Employer as a person eligible for dental coverage subject to the terms, conditions and limitations described in the Benefits Certificate(s).

2. Responsibilities of Employer.

- a. **Payment of Fully Insured Monthly Premiums.** Employer agrees to pay to Delta Dental, in advance, the Fully Insured Monthly Premium for coverage. Any portion of the Fully Insured Monthly Premium that is deducted from Subscribers’ wages, salaries or commission, as authorized by such Subscribers, shall be held by Employer and shall be promptly delivered to Delta Dental. Employer further agrees to abide by all enrollment and underwriting requirements established by Delta Dental, which shall be made available to Employer upon request.
- b. **ERISA Compliance.** *The Employer is the Plan Administrator and Plan Sponsor of the welfare benefit plan. As Administrator, Employer assumes full responsibility for maintaining the welfare benefit plan and for compliance with the reporting and disclosure requirements of ERISA. Employer shall also provide a Subscriber with a copy of this Agreement*

upon the Subscriber's request. This section does not apply to government and church entities.

- c. **Furnishing Information.** Employer agrees to furnish Delta Dental with timely reports and information in a form and manner required by Delta Dental so that Delta Dental properly may discharge its responsibilities under this Agreement, including but not limited to, information pertaining to Members for the purpose of determining eligibility for coverage under the Benefits Certificate(s), and information necessary for the proper administration of coordination of benefits and other limitations and exclusions contained in the Benefits Certificate(s).
- d. **Persons Eligible for Coverage.** Prior to the Effective Date of this Agreement, Employer shall deliver to Delta Dental a list of the names and/or completed applications and applicable Fully Insured Monthly Premium for each person that Employer shall designate as being eligible for benefits set forth in the Benefits Certificate(s).

On or before the first of each month thereafter Employer shall notify Delta Dental in writing of those persons who are no longer eligible as of that month, and thereafter Delta Dental shall not pay Claims for services furnished such persons on or after the date of termination.

At any time during the Contract Period, Employer may deliver to Delta Dental the names of additional eligible persons and applicable Fully Insured Monthly Premiums. Delta Dental shall, from and after the commencement date of coverage Delta Dental establishes for such persons, pay Claims with Incurred Dates on or after the effective date of coverage in accordance with the terms and conditions set forth in this Agreement.

- 3. **Delta Dental's Responsibilities.** During the term of this Agreement and subject to the payment by Employer to Delta Dental, in advance, of the Fully Insured Monthly Premium for coverage, Delta Dental agrees to pay claims for dental services furnished Members in accordance with the terms, limitations and conditions set forth in this Agreement. Employer will be provided Benefits Certificate(s) setting forth the insurance protection, benefits, and provisions of this policy for delivery to its Subscribers. As a condition precedent to coverage, it is agreed that whenever Delta Dental makes reasonable determinations that are not arbitrary or capricious in the administration of this Agreement including, without limitation, determinations regarding whether services are Dentally Necessary and Dentally Appropriate or whether charges are reasonable, such determinations shall be final and conclusive to the extent permitted by law.
- 4. **Change of Fully Insured Monthly Premium.** The Fully Insured Monthly Premium may be changed by Delta Dental upon thirty (30) days written notice to the Employer.
- 5. **Change of Agreement.**
 - a. If during the Contract Period, any material changes are made in the dental benefits described in the Benefits Certificate(s), including the addition or deletion of benefits, or material changes are made to membership or eligibility requirements, such as an increase in the ratio of family to single contracts of more than twenty percent (20%), a change in the number of Employees of more than ten (10) percent, percentage of Employees enrolled, types of coverage offered, business

entities covered, or offerings of other dental coverage to Employees, Delta Dental shall have the right at its option to either amend the Agreement, including an adjustment of Fully Insured Monthly Premiums, or terminate the Agreement.

- b. Delta Dental will provide Employer thirty (30) day's prior written notice of any amendment or termination under this paragraph.
- c. Changes to this Group Insurance Policy or Benefits Certificate(s) will be effective only when the written amendment has been signed by an authorized representative of Delta Dental.

6. **Use of Trademarks.** Delta Dental and Employer reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established. Delta Dental and Employer agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional material, or otherwise without the prior written consent of the other. Any previously approved usage will cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and will be returned to the appropriate property owner upon request or at the termination of this Agreement.

7. **Term and Termination.**

- a. **Term.** This Agreement shall, unless sooner terminated as elsewhere provided in this Agreement, be for the Contract Period and thereafter shall be renewable at the option of the Employer.
- b. **Termination by Employer.** This Agreement may be terminated by the Employer upon providing Delta Dental thirty (30) days prior written notice.
- c. **Termination by Delta Dental.** Delta Dental may only nonrenew or discontinue this Agreement for one or more of the following reasons:
 - i. failure to make payment of monthly charges as required under this Agreement.
 - ii. fraud or intentional misrepresentation;
 - iii. noncompliance with Delta Dental's minimum participation requirements;
 - iv. noncompliance with Delta Dental's employer contribution requirements;
 - v. Delta Dental ceases to offer coverage in Iowa in accordance with subsection (d);
 - vi. noncompliance with the provisions of the Agreement;
 - vii. Repeated misuse of any provider network provisions;
 - viii. The commissioner of Insurance for the state of Iowa finds that continuation of the coverage would not be in the best interest of the Members.

d. **Uniform Termination of Coverage.**

- i. If Delta Dental decides to discontinue offering the type of coverage provided under this Agreement in the small and/or large group market, such coverage may be discontinued only if:
 - a. Delta Dental provides notice to each Employer, and all Members covered under this type of coverage in such market of the discontinuation at least ninety (90) days prior to the date of discontinuation of such coverage; and
 - b. Delta Dental offers to each Employer covered under this type of coverage in such market the option to purchase all (or, in the case of the large group market, any) other coverage currently being offered by Delta Dental to groups in such market.
- ii. If Delta Dental elects to discontinue all coverage in the small and/or large group markets in Iowa, it may discontinue coverage under this Agreement only if:

Delta Dental provides notice to each Employer, all Members covered under such coverage, and the Commissioner of Insurance for the state of Iowa of such discontinuation at least ninety (90) days prior to the date of such discontinuance.

- e. **Renewal Terms.** Delta Dental may change Fully Insured Monthly Premiums upon renewal.
- f. **Automatic-renewal Policy Provisions.** This policy will be automatically renewed for further consecutive terms upon payment of the premium at the rate and in the amount determined by Delta Dental of Iowa at the time of renewal.

This policy will remain in force subject to timely payment of the required premiums, until terminated.

Payment towards the first premium due on or after the date on which a premium rate change takes effect is deemed to constitute acceptance of the amendment or premium change and all written terms and conditions attached to such a change.

- 8. **Force Majeure.** The parties to this Agreement shall be excused from performance under this Agreement for any period during which they are prevented from performing any responsibilities under this Agreement, in whole or in part, as a result of an Act of God, war, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control and such nonperformance shall not be grounds for termination or default.
- 9. **Complete Agreement.** The parties agree that this Agreement, including all Benefit Certificate(s), Financial Exhibit, amendments, the Group Application for coverage and the Subscribers' names and/or applications for coverage constitute the complete agreement between the parties and supersedes all related discussions and other communications between the parties. All statements made by the Employer or by the Employees are deemed to be representations and not warranties. No statement made by any person insured shall be used in any context unless a copy of the document containing the

statement is furnished to such person.

- 10. **Governing Law.** To the extent not superseded by the laws of the United States, this Agreement shall be construed in accordance with the laws of the State of Iowa. Any action in regard to this Agreement or arising out of the terms of this Agreement shall be instituted and litigated in the state or federal courts located in the State of Iowa and no other.
- 11. **Notices and Communication.** Delta Dental shall be entitled to rely upon any communication or notice from the Employer to Delta Dental in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of Employer empowered to make such representation on behalf of the Employer.

The mailing of written notices or other communications by regular U.S. Mail, postage prepaid, shall be deemed sufficient service for the purpose of this Agreement if addressed to the last address furnished in writing.

Notice to Delta Dental of Iowa may be addressed:

Delta Dental of Iowa
PO Box 9000
Johnston, IA 50131-9000

And until another address is furnished in writing, notice to Employer may be addressed:

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

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate counterparts, each counterpart being deemed as original, on the date stated below.

Employer

Delta Dental of Iowa

By: _____

By: 

Title: _____

Title President and CEO

Date: _____

Date: 5/26/20

By: 

Title Secretary

Date: 5/26/20

Nondiscrimination and Accessibility

Delta Dental of Iowa complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. To review our full non-discrimination notice, please go to www.deltadentalia.com/nondiscrimination.

FINANCIAL EXHIBIT

Employer/Plan Sponsor Full Legal Name and Address

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

Contract Period

Original Effective Date of Funding Arrangement 07/01/2020

Schedule Date 07/01/2020

Contract Period to Which this Schedule is Applicable

Begins 07/01/2020 and Ends 06/30/2021

Claims Eligible for Payment

- 1. Incurred means Claims with date of service within the
- 2. Paid means all Claims regardless of Incurred Date

Fully Insured Monthly Premium

Single	\$27.20
Employee/Spouse	\$51.68
Employee/Children	\$62.96
Family	\$103.54



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: June 10, 2020

SUBJECT: **Restatement of Cafeteria Benefits Plan Document & Business Contract Associates**

Attached for your approval is the City of Cedar Falls Cafeteria Benefits Plan Document restated as of January 1, 2020 with Advantage Administrators, Inc. This document was restated in consultation with the city's benefits consultants to remove language from the previous plan document dated January 1, 2003 related to the Employee Retirement Income Security Act of 1976 ("ERISA") that does not apply to the City. It also clarifies eligibility requirements from the previous plan document. Also attached for your approval is an updated business associate contract with Advantage Administrators Inc. City staff recommends approval of the plan document and the business associate contract. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachments

City of Cedar Falls Cafeteria Benefits Plan

Restated as of January 1, 2020

This Plan Document Contains:
the Health FSA Excepted Benefit Restrictions Under the ACA
Different Coverage Periods for Different Insured Benefits
Provides a 2½ Month Health FSA Grace Period
No Health Savings Account Provision
60 Day Run Out for Terminated Participants

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City of Cedar Falls Cafeteria Benefits Plan

As Adopted Effective January 1, 2005

ARTICLE I. INTRODUCTION

1.1 Establishment of Plan

City of Cedar Falls (the "Employer") hereby establishes the City of Cedar Falls Cafeteria Benefits Plan (the "Plan") effective January 1, 2005 (the "Effective Date"). This Plan is a substitution and restatement of the Plan document effective January 1, 2003, as subsequently amended. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is designed to permit an Eligible Employee to pay for his or her share of Contributions under the Insurance Plan(s) on a pre-tax Salary Reduction basis, and to contribute on a pre-tax Salary Reduction basis to an account for reimbursement of certain Medical Care Expenses and Dependent Care Expenses.

1.2 Legal Status

This Plan is intended to qualify as a "cafeteria plan" under Code § 125, and regulations issued thereunder and shall be interpreted to accomplish that objective.

The Health FSA Component is intended to qualify as a "self-insured medical reimbursement plan" under Code § 105, and the Medical Care Expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code § 105(b). The DCAP Component is intended to qualify as a "dependent care assistance plan" under Code § 129, and the Dependent Care Expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code § 129(a).

Although reprinted within this document, the Health FSA Component and the DCAP Component are separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Code §§ 105 and 129. The Health FSA Component is also a separate plan for purposes of applicable provisions of HIPAA and COBRA. In the event that the Health FSA Component is determined not to be a separate plan, the Plan shall be designated as a hybrid entity for purposes of HIPAA, such that it shall be a covered entity only with respect to the Health FSA Component.

ARTICLE II. DEFINITIONS

2.1 Definitions

"**Account(s)**" means the Health FSA Accounts and the DCAP Accounts described in Sections 7.5 and 8.5, respectively.

"**Benefits**" means the Premium Payment Benefits, the Health FSA Benefits and the DCAP Benefits offered under the Plan.

"**Benefit Package Option**" means a qualified benefit under Code § 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan). Benefits prohibited under Code § 125(f) (such as long-term care insurance and certain exchange-participating qualified health plans) are not permitted Benefit Package Options.

"**Change in Status**" means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

- (a) *Legal Marital Status.* A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;
- (b) *Number of Dependents.* Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;

- (c) *Employment Status.* Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;
- (d) *Dependent Eligibility Requirements.* An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, student status, or any similar circumstance; and
- (e) *Change in Residence.* A change in the place of residence of the Participant or his or her Spouse or Dependents.

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Committee**” means the Benefits Committee appointed by City of Cedar Falls. If no Benefits Committee is appointed, “Committee” means the individual responsible for human resource management for the City of Cedar Falls.

“**Compensation**” means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan, (b) any salary reduction election under any other cafeteria plan, and (c) any compensation reduction under any Code § 132(f)(4) plan; but determined after (d) any salary deferral elections under any Code § 401(k), 403(b), 408(k) or 457(b) plan or arrangement. Thus, “Compensation” generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b) or (c) of the prior sentence.

“**Contributions**” means the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits, Section 7.2 for Health FSA Benefits, and Section 9.2 for DCAP Benefits.

“**DCAP**” means dependent care assistance program.

“**DCAP Account**” means the account described in Section 8.5.

“**DCAP Benefits**” has the meaning described in Section 8.1.

“**DCAP Component**” means the Component of this Plan described in Article VIII.

“**Dependent**” means:

- (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component and for purposes of the Health FSA Component), (1) a dependent as defined in Code § 152, determined without regard to subsections (b)(1), (b)(2) and (d)(1)(B) thereof; and (2) any child (as defined in Code § 152(f)(1)) of the Participant who as of end of the taxable year has not attained age 27, and (3) any child of the Participant to whom IRS Rev. Proc 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year); and
- (b) for purposes of the DCAP Component, a Qualifying Individual.

Notwithstanding the foregoing, the Health FSA Component will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of “Dependent.”

“**Dependent Care Expenses**” has the meaning described in Section 8.3.

“**Earned Income**” shall have the meaning given such term in Code § 129(e).

“**Effective Date**” of this Plan has the meaning described in Section 1.1.

“**Election Form/Salary Reduction Agreement**” means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to

pay for Benefits. It includes an agreement pursuant to which an Eligible Employee or Participant authorizes the Employer to make Salary Reductions.

“Eligible Employee” means an Employee eligible to participate in this Plan, as provided in Section 3.1.

“Employee” means an individual that the Employer classifies as a common-law employee and who is on the Employer’s W-2 payroll, but does not include the following: (a) any individual classified by the Employer as a contract worker, independent contractor, temporary employee or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer’s W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer. The term “Employee” includes former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer.

“Employer” means City of Cedar Falls, and any Related Employer that adopts this Plan with the approval of City of Cedar Falls. Related Employers that have adopted this Plan, if any, are listed in Appendix A to this Plan. However, for purposes of Article XIV and Section 15.3, “Employer” means only City of Cedar Falls.

“Employment Commencement Date” means the first regularly-scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“FMLA” means the Family and Medical Leave Act of 1993, as amended.

“Health FSA” means health flexible spending arrangement.

“Health FSA Account” means the account described in Section 7.5.

“Health FSA Benefits” has the meaning described in Section 7.1.

“Health FSA Component” means the Component of this Plan described in Article VII.

“Health Savings Account” means an account established by an Employee to which deposits may be made under Code §223.

“High Deductible Health Plan” means a health plan that satisfies the definition found in Code §233(c)(2).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“HMO” means any health maintenance organization Benefit Package Option under the Insurance Plan(s).

“Insurance Benefits” means the Insurance Plan(s) made available by the Employer as part of this Plan.

“Insurance Plan(s)” means the plan or plans that the Employer maintains for its Employees (and for their Spouses and Dependents) providing benefits through an insurance policy or policies or through a plan that is not insurance (such as a plan that is self-funded by the Employer) that provides benefits which have the characteristics of insurance. The Employer may substitute, add, subtract or revise at any time the menu of such plans and/or the benefits, terms and conditions of any such plans. Any such substitution, addition, subtraction or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Medical Care Expenses” has the meaning defined in Section 7.3.

“Open Enrollment Period” with respect to a Plan Year means the period immediately preceding the beginning of each Plan Year as established by the Administrator.

“Participant” means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include any Eligible Employee who elects to receive any Benefit, whether pre-tax or after-tax, and also those Eligible Employees who elect instead to receive their full salary in cash.

“Period of Coverage” means the Plan Year and the 2½ month period following the end of the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date participation commences, as described in Section 3.1 plus the 2½ month period following the end of the Plan Year; (b) for Employees who terminate

participation, it shall mean the portion of the Plan Year prior to the date participation terminates, as described in Section 3.2.

"PHI" means Protected Health Information.

"Plan Administrator" means City of Cedar Falls. The Plan Administrators may designate certain individuals with the authority to act on its behalf, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 13.1.

"Plan" means the City of Cedar Falls Cafeteria Benefits Plan as set forth herein and as amended from time to time.

"Plan Year" for purposes of the Health FSA Component described in Article VII and the DCAP Component described in Article VIII means the 12-month period commencing January 1 and ending on December 31, except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year for these purposes shall be the entire short plan year. "Plan Year" for purposes of the Premium Payment Component described in Article IV means the 12-month period commencing on the renewal date of the Insurance Benefits offered under the Plan, except in the case of a short plan year representing the initial Plan Year or where the renewal date of the Insurance Benefits offered under the Plan is being changed, in which case the Plan Year for these purposes shall be the entire short plan year.

"PPO" means any preferred provider organization Benefit Package Option under the Insurance Plan(s).

"Premium Payment Benefits" means the Premium Payment Benefits described in Section 6.1.

"Premium Payment Component" means the Component of this Plan described in Article VI.

"Protected Health Information" means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a participant; the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a participant; and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected health information includes information of persons living or deceased.

"QMCSO" means a qualified medical child support order, as defined in ERISA § 609(a).

"Qualifying Dependent Care Services" has the meaning described in Section 8.3.

"Qualifying Individual" means (a) a tax dependent of the Participant as defined in Code §152 who is under the age of 13 and who is the Participant's qualifying child as defined in Code §152(a)(1); (b) a tax dependent of the Participant as defined in Code §152, but determined without regard to subsections (b)(1), (b)(2) and (d)(1)(B) thereof, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year, or (c) a Participant's Spouse who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year. Notwithstanding the foregoing, in the case of divorced or separated parents, a Qualifying Individual who is a child shall, as provided in Code §21(e)(5), be treated as a Qualifying Individual of the custodial parent (within the meaning of Code §152(e)) and shall not be treated as a Qualifying Individual with respect to the noncustodial parent..

"Related Employer" means any employer affiliated with City of Cedar Falls that, under Code § 414(b), (c), or (m), is treated as a single employer with City of Cedar Falls for purposes of Code § 125(g)(4).

"Salary Reduction" means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable Component, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).

"Spouse" means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code). Notwithstanding the above, for purposes of the DCAP Component, the term "Spouse" shall not include (a) an individual legally separated from the Participant under a divorce or separate maintenance decree; or (b) an individual who, although married to the Participant, files a separate federal income tax return, maintains a principal residence separate from the Participant during the last six months of the taxable year, and does not furnish more than half of the cost of maintaining the principal place of abode of the Participant.

“**Student**” means an individual who, during each of five or more calendar months during the Plan Year, is a full-time student at any educational organization that normally maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly carried on.

ARTICLE III. ELIGIBILITY AND PARTICIPATION

3.1 Eligibility to Participate

An individual is eligible to participate in this Plan if the individual: (a) is an Employee, (b) has satisfied the eligibility conditions for any of the Employer's group medical plans, the provisions of which are specifically incorporated herein by reference.

Eligibility for Premium Payment Benefits shall also be subject to the additional requirements, if any, specified in the Insurance Plan(s). The provisions of this Plan are not intended to override any exclusions, eligibility requirements or waiting periods specified in the Insurance Plan(s).

For purposes of pre-taxing COBRA coverage, a former Employee receiving severance pay or other taxable compensation may continue eligibility for the remainder of the Plan Year in which the Employee ceased to be employed by the Employer, as described in Section 3.2.

3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

- (a) the termination of this Plan;
- (b) the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction in hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits, Section 7.8 for Health FSA Benefits and Section 9.8 for DCAP Benefits.

Termination of participation in this Plan will automatically revoke the Participant's elections. Insurance Benefits will terminate as of the dates(s) specified in the Insurance Plan(s). Reimbursements from the Health FSA and DCAP Accounts after termination of participation will be made pursuant to Sections 7.8 and 8.8.

3.3 Participation Following Termination of Employment or Loss of Eligibility

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff or voluntary resignation, and then is rehired within 30 days or less of the date of a termination of employment, the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Insurance Plan(s) is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction in hours, and then becomes an Eligible Employee again, the Employee will become a participant in the Plan immediately upon satisfying the eligibility requirements described in Section 3.1.

3.4 FMLA Leaves of Absence

(a) *Health Benefits.* Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's health Insurance Benefits and Health FSA Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require participants to continue all health related Insurance Benefits and Health FSA Benefits while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g. on a pre-tax Salary Reduction basis if that method is used for non-FMLA paid leave.)

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her health related Insurance Benefits and Health FSA Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis upon the Participant's return).

If the Employer requires all Participants to continue health related Insurance Benefits and Health FSA Benefits during an unpaid FMLA leave, the Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant.

If a Participant's health related Insurance Benefits and Health FSA Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required Contributions), then the Participant is permitted to re-enter the health related Insurance Benefits or Health FSA Benefits, as applicable, upon return from such leave on the same basis as the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose health related Insurance Benefits and Health FSA Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage. Notwithstanding the preceding sentence, with regard to Health FSA Benefits, a Participant whose coverage ceased will be permitted to elect whether to be reinstated in the Health FSA Benefits at the same coverage level as in effect before the FMLA leave (with increased Contributions for the remaining period of coverage) or at a coverage level that is reduced pro-rata for the period of FMLA leave during which the Participant did not pay Contributions. If a Participant elects a coverage level that is reduced pro-rata for the period of FMLA leave, the amount withheld from a Participant's Compensation on a pay-period-by-pay-period basis for the purpose of paying for reinstated Health FSA Benefits will be equal to the amount withheld prior to the period of FMLA leave.

(b) *Non-Health Benefits.* If a Participant goes on a qualifying leave under the FMLA, entitlement to non-health benefits (such as DCAP Benefits) is to be determined by the Employer's policy for providing such Benefits when the Participant is on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue Contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.

3.5 Non-FMLA Leaves of Absence

If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax Contributions while on leave, or with catch-up Contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, the election change rules in Section 12.4 will apply.

ARTICLE IV. METHOD AND TIMING OF ELECTIONS

4.1 Elections When First Eligible

An Employee who first becomes eligible to participate in the Plan mid-year may commence participation on the date that the eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator by the later of (a) the date on which participation will commence, and (b) 30 days following the date on which the Employee's employment commences. An Employee who does not elect to participate when first eligible will be subject to the provisions of Section 4.3.

4.2 Elections During Open Enrollment Period

During each Open Enrollment Period with respect to a Plan Year, the Plan Administrator shall provide an Election Form/Salary Reduction Agreement to each Employee who is eligible to participate in this Plan. The Election Form/Salary Reduction Agreement shall enable the Employee to elect to participate in the various Components of this Plan for the next Plan Year, and to authorize the necessary Salary Reductions to pay for the benefits elected. The Election Form/Salary Reduction Agreement must be returned to the Plan Administrator on or before the last day of the Open Enrollment Period and it shall become effective on the first day of the next Plan Year. If an Eligible Employee fails to return the Election Form/Salary Reduction Agreement during the Open Enrollment Period, then, subject to any continuing election described under Section 4.3, the Employee may not elect to participate in this Plan until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described under Section 12.3.

4.3 Failure of Eligible Employee to File an Election Form/Salary Reduction Agreement

If an Eligible Employee fails to file an Election Form/Salary Reduction Agreement within the time period described in Sections 4.1 and 4.2, then the Employee shall be deemed to have affirmatively elected to participate in the Premium Payment Component of the Plan under the same elections that were made for the immediately prior Plan Year. If the Eligible Employee was not eligible for benefits in the immediately prior Plan Year, then the Employee shall be deemed to have affirmatively elected to pay for all Insurance Benefits under the Premium Payment Component (if any) with pre-tax salary deferrals and shall be deemed to have affirmatively elected not to participate in the Health FSA Component or the DCAP Component. The Employee may not elect an Benefits under the Plan (a) until the next Open Enrollment Period; or (b) until an event occurs that would justify a midyear election change, as described under Section 12.3 or 12.4.

4.4 Irrevocability of Elections

Unless an exception applies (as described in Article XII), a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

ARTICLE V. BENEFITS OFFERED AND METHOD OF FUNDING

5.1 Benefits Offered

When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect one or more of the following Benefits:

- (a) Premium Payment Benefits, as described in Article VI;
- (b) Health FSA Benefits, as described in Article VII; and
- (c) DCAP Benefits, as described in Article VIII.

In no event shall Benefits under the Plan be provided in the form of deferred compensation.

5.2 Employer and Participant Contributions

- (a) *Employer Contributions.* For Participants who elect Insurance Benefits described in Article VI, the Employer may contribute a portion of the Contributions as provided in the open enrollment materials furnished to employees and/or on the Election Form/Salary Reduction Agreement. The Employer may from time to time elect, at the Employer's discretion and in amounts determined by the Employer, make deposits through this Plan, either matching Participant Salary Reductions or otherwise, to the Health FSA, and/or DCAP as communicated to Participants in the open enrollment materials furnished to employees and/or on the Election Form/Salary Reduction Agreement.

- (b) *Participant Contributions.* Participants who elect any of the Insurance Benefits described in Article VI may pay for the cost of that coverage on a pre-tax Salary Reduction basis, or with after-tax deductions, by completing an Election Form/Salary Reduction Agreement. Participants who elect Health FSA Benefits or DCAP Benefits must pay for the cost of that coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement.

5.3 Using Salary Reductions to Make Contributions

1. *Salary Reductions per Pay Period.* The Salary Reduction for a pay period for a Participant is, for the Benefits elected, an amount equal to (1) the annual Contribution for such Benefits (as described in Sections 6.2, 7.2 and 8.2, as applicable), divided by the number of pay periods in the Period of Coverage, (2) an amount otherwise agreed upon between the Employer and the Participant, or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld may fluctuate). If a Participant increases his or her election under the Health FSA Component or DCAP Component as permitted under Section 12.4, the Salary Reductions per pay period will be, for the Benefits affected, an amount equal to (1) the new reimbursement limit elected pursuant to Section 12.4, less the Salary Reductions made prior to such election change, divided by the number of pay periods in the balance of the Period of Coverage commencing with the election change, (2) an amount otherwise agreed upon between the Employer and the Participant, or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage of reducible Compensation, amounts withheld may fluctuate).
2. *Considered Employer Contributions for Certain Purposes.* Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits, the Contributions for the Health FSA Benefits and the DCAP Benefits and, for the purposes of this Plan and the Code, are considered to be Employer Contributions.
3. *After-Tax Contributions for Premium Payment Benefits.* For those Participants who elect to pay their share of the cost of any of the Insurance Benefits with after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.
4. *Annual Dollar Limitation on Salary Reduction Contributions to the Health FSA Component.* Notwithstanding any provision of this Plan to the contrary, the maximum Salary Reduction Contribution that can be made to the Plan to pay for benefits elected under the Health FSA Component shall be limited to \$2,500.00 (as indexed) for taxable years of the Employee beginning on or after January 1, 2013. If a Participant elects Health FSA Component benefits that would result in Employee pre-tax Contributions for the Employee's tax year exceeding the applicable limit, the Plan Administrator shall reduce the Participant's Health FSA Component election amount to comply with this limit.

5.4 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third party paying agent to make Benefit payments on its behalf. The maximum Contributions that may be made under this Plan for a Participant is the total of the maximums that may be elected (a) as Employer and Participant Contributions for Premium Payment Benefits, as described in Section 6.2; and (b) as described under Sections 7.4(b) and 8.4(b) for Health FSA and DCAP Benefits.

ARTICLE VI. PREMIUM PAYMENT COMPONENT

6.1 Benefits

The Insurance Benefits that are offered under the Premium Payment Component are benefits under the Insurance Plan(s). The Insurance Benefits are subject to the terms and conditions of the Insurance Plan(s). An Eligible Employee can (a) elect benefits under the Premium Payment Component by electing

to pay for his or her share of the Contributions for Insurance Benefits on a pre-tax Salary Reduction basis (Premium Payment Benefits); or (b) elect no benefits under the Premium Payment Component, and to pay for his or her share of the Contributions, if any, for Insurance Benefits with after-tax deductions outside of this Plan. Unless an exception applies (as described in Article XII), such election is irrevocable for the duration of the Period of Coverage to which it relates.

6.2 Contributions

The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier, if any.

6.3 Insurance Benefits Provided Under the Insurance Plan(s)

Insurance Benefits will be provided by the Insurance Plan(s), not this Plan. The types and amounts of Insurance Benefits, the requirements for participating in the Insurance Plan(s), and the other terms and conditions of coverage and benefits of the Insurance Plan(s) are set forth in the plan document or summary plan description for each plan that provides an Insurance Benefit. All claims to receive benefits under the Insurance Plan(s) shall be subject to and governed by the terms and conditions of the Insurance Plan(s) and the rules, regulations, policies and procedures from time to time adopted in accordance therewith, as may be amended from time to time.

6.4 Health Insurance Benefits; COBRA

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, whose coverage terminates under the Health Insurance Benefits because of a COBRA qualifying event, shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Premium Payment Component the day before the qualifying event for the periods prescribed by COBRA (subject to all conditions and limitations under COBRA), with Contributions for such coverage to be paid on a pre-tax basis unless determined otherwise by the Plan Administrator on a uniform and consistent basis (but not beyond the current Plan Year).

ARTICLE VII. HEALTH FSA COMPONENT

7.1 Benefits

An Eligible Employee can elect to participate in the Health FSA Component by electing (a) to receive benefits in the form of reimbursements for Medical Care Expenses (Health FSA Benefits); and (b) to pay the Contributions for such Health FSA Benefits on a pre-tax Salary Reduction basis. Unless an exception applies (as described in Article XII), such election is irrevocable for the duration of the Period of Coverage to which it relates.

7.2 Contributions (aka Cost of Coverage)

The annual Contribution for a Participant's Health FSA Benefits is equal to the annual benefit amount elected by the Participant.

7.3 Eligible Medical Care Expenses

Under Health FSA Component, a Participant may receive reimbursement for Medical Care Expenses incurred during the Period of Coverage for which an election is in force.

- (a) *Incurred.* A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the Participant is formally billed for, is charged for, or pays for the medical care.
- (b) *Medical Care Expenses.* "Medical Care Expenses" means expenses incurred by a Participant or his or her Spouse or Dependents for medical care, as defined in Code § 213, but excluding expenses that are excluded under Appendix B to this Plan and also excluding any medicine or drug (except for insulin) that is purchased after January 1, 2011 that is not "prescribed" within the meaning of Code § 106(f), but only to the extent that the Participant or other person incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the Insurance Plan(s), other insurance, or any other accident or health plan other than a Health Savings Account. The Participant may elect to further limit the definition of Eligible Medical Care Expenses as provided in Section 7.3(c) and/or (d) below. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Insurance Plan(s)

imposes co-payment or deductible limitations), the Health FSA can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Article VII.

- (c) *Participant Elected Limitations on the Definition of Medical Care Expenses.* At the election of the Participant, "Medical Care Expenses" can be limited to mean only expenses incurred by a Participant or his or her Spouse or Dependents for dental care, vision care or other Medical Care Expenses but only to that extent that the Medical Care Expenses incurred (other than expenses incurred for dental care or vision care) exceed the minimum annual deductible amount for that year for High Deductible Health Plan coverage, as that term is defined in Code Section 223(c)(2).
- (d) *Participant Elected Limitations for Employee-only Coverage or Employee and Dependent Only Coverage.* At the election of the Participant, "Medical Care Expenses" can be limited to exclude expenses incurred by a Participant's spouse or by a Participant's spouse and Dependents.

7.4 Maximum and Minimum Benefits

- (a) *Maximum Reimbursement Available; Uniform Coverage.* The maximum dollar amount elected by the Participant for reimbursement of Medical Care Expenses incurred during a Period of Coverage (reduced by prior reimbursements during the Period of Coverage) shall be available at all times during the Period of Coverage, regardless of the actual amounts credited to the Participant's Health FSA Account pursuant to Section 7.5. Notwithstanding the foregoing, no reimbursements will be available for Medical Care Expenses incurred after coverage under this Plan has terminated, unless the Participant has elected COBRA as provided in Section 7.8. Payment shall be made to the Participant in cash as reimbursement for Medical Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this Article VII have been satisfied.
- (b) *Maximum and Minimum Dollar Limits.* The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Medical Care Expenses incurred during any Period of Coverage shall be that as communicated to Employees through the Election Form/Salary Reduction Agreement or other document.
- (c) *Changes; No Proration.* If a Participant enters the Health FSA Component mid-year, or wishes to increase his or her election mid-year as permitted under Section 12.4, there will be no proration rule—i.e., the Participant may elect coverage up to the maximum dollar limit or may increase coverage to the maximum dollar limit, as applicable.
- (d) *Effect on Maximum Benefits If Election Change Permitted.* Any change in an election under Article XII affecting annual Contributions to the Health FSA Component also will change the maximum reimbursement benefits for the balance of the Period of Coverage commencing with the election change. Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding (1) the Contributions made by the Participant (if any) as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total Contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the Health FSA Account, reduced by (3) all reimbursements made during the entire Period of Coverage.

7.5 Establishment of Account

The Plan Administrator will establish and maintain a Health FSA Account with respect to each Participant who has elected to participate in the Health FSA Component, but will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of Contributions and determining forfeitures under Section 7.6.

- (a) *Crediting of Accounts.* A Participant's Health FSA Account will be credited periodically during each Period of Coverage with an amount equal to the Participant's Salary Reductions elected to be allocated to such Account plus Employer Contributions, if any.
- (b) *Debiting of Accounts.* A Participant's Health FSA Account will be debited during each Period of Coverage for any reimbursement of Medical Care Expenses incurred during the Period of Coverage.

- (c) *Available Amount Not Based on Credited Amount.* As described in Section 7.4, the amount available for reimbursement of Medical Care Expenses is the Participant's annual benefit amount, reduced by prior reimbursements during the Period of Coverage; it is not based on the amount credited to the Health FSA Account at a particular point in time. Thus, a Participant's Health FSA Account may have a negative balance during a Period of Coverage, but any such negative amount shall never exceed the maximum dollar amount of annual benefits elected by the Participant under this Plan.

7.6 Forfeiture of Accounts; Use-It-or-Lose-It Rule

If any balance remains in the Participant's Health FSA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, such balance shall not be carried over to reimburse the Participant for Medical Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance. All forfeitures under this Plan shall be used as follows: (a) first, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements (i.e., providing Health FSA Benefits) with respect to any Participant in excess of the Contributions paid by such Participant through Salary Reductions; (b) second, to reduce the cost of administering the Health FSA Component during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and (c) third, to provide increased benefits or compensation to Participants in subsequent years in any weighted or uniform fashion that the Plan Administrator deems appropriate, consistent with applicable regulations. In addition, any Health FSA Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Medical Care Expense was incurred shall be forfeited and applied as described above.

7.7 Reimbursement Procedure

- (a) *Timing.* Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that his or her claim has been denied. This time period may be extended for an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reason for the extension, and will allow the Participant 45 days in which to complete an incomplete reimbursement claim.
- (b) *Claims Substantiation.* A Participant who has elected to receive Health FSA Benefits for a Period of Coverage may apply for reimbursement by submitting an application in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by the end of the third calendar month following the close of the Plan Year in which the Medical Care Expense was incurred, set forth:
- the person or persons on whose behalf Medical Care Expenses have incurred;
 - the nature and date of the Expenses so incurred;
 - the amount of the requested reimbursement; and
 - a statement that such Expenses have not otherwise been reimbursed and are not reimbursable through any other source.

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Medical Care Expenses have been incurred and the amounts of such Expenses, together with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Period of Coverage, claims for reimbursement of less than \$25 may be held until the aggregate claims for reimbursement are at least \$25.

- (c) *Claims Paid by Electronic Payment Card.* A Participant who has elected to receive Health FSA Benefits for a Period of Coverage may pay for Medical Care Expenses with an electronic payment (i.e.; debit or credit) card issued to the Participant for that purpose. Unless the Medical Care Expense is an expense which qualifies for automatic substantiation under the applicable regulations, the Participant must submit additional third-party information describing (1) the service or product, (2) the date of the service or sale, and (3) the amount of expense. The Plan Administrator shall notify the Participant within a reasonable period of

time after the payment of the expense which reimbursements do not qualify for automatic substantiation. If additional third-party information is not provided within a reasonable period of time, the Plan Administrator shall seek reimbursement for the payment by (1) requesting reimbursement to the Plan by the Participant; (2) offsetting the amount against future claims of the Participant; or (3) requesting the Employer to withhold the amount from the Participant's Compensation. If these correction procedures do not succeed, the Employer shall reimburse the Plan for the amount and the Participant shall be indebted to the Employer for the payment amount, which shall be treated the same as any other business indebtedness of the Employer.

- (d) *Claims Denied.* For reimbursement claims that are denied, see the appeals procedure in Article XIII.

7.8 Reimbursements After Termination; COBRA

When a Participant ceases to be a Participant under Section 3.2, the Participant's Salary Reductions will terminate, as will the Participant's election to receive reimbursements. The Participant will not be able to receive reimbursements for Medical Care Expenses incurred after his or her participation terminates. However, such Participant (or the Participant's estate) may claim reimbursement for any Medical Care Expenses incurred during the Period of Coverage prior to termination, provided that the Participant (or the Participant's estate) files a claim no later than 60 days following the date on which the Participant ceases to be a Participant.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA or, if the Employer is not subject to COBRA, to the extent required by COBRA as if the Employer were subject to COBRA, a Participant and his or her Spouse and Dependents, whose coverage terminates under the Health FSA Component because of a COBRA qualifying event, shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Health FSA Component the day before the qualifying event for the periods prescribed by COBRA (subject to all conditions and limitations under COBRA), with Contributions for such coverage to be paid on an after-tax basis unless permitted otherwise by the Plan Administrator on a uniform and consistent basis (but not beyond the current Plan Year). Specifically, such individuals will be eligible for COBRA continuation coverage only if, under Section 7.5, they have a positive Health FSA Account balance at the time of a COBRA qualifying event (taking into account all claims submitted before the date of the qualifying event). Such individuals will be notified if they are eligible for COBRA continuation coverage. If COBRA is elected, it will be available only for the remainder of the Plan Year in which the qualifying event occurs; such COBRA coverage for the Health FSA Component will cease at the end of the Plan Year and cannot be continued for the next Plan Year.

7.9 Overlapping Coverage Periods

Medical Care Expenses incurred during a period of overlapping coverage and approved for reimbursement in accordance with Section 7.7 will be reimbursed first from any amount remaining for reimbursement from the most recently completed Plan Year and then from any amounts that are available for reimbursement from the current Plan Year, except that if the Health FSA is accessible by an electronic payment card (e.g., debit card, credit card, or similar arrangement), Medical Care Expenses incurred during an overlapping coverage period may need to be submitted manually in order to be reimbursed from amounts remaining for reimbursement from a prior Plan Year if the card is unavailable for such reimbursement.

7.10 Named Fiduciary for Health FSA

City of Cedar Falls is the named fiduciary for the Health FSA Component.

7.11 HIPAA Provisions

- (a) *Provision of Protected Health Information to Employer.* If members of the Employer's workforce have access to the individually identifiable health information of Plan participants for administrative functions of the Health FSA, such information is Protected Health Information (PHI). The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations restrict the Employer's ability to use and disclose PHI. The Employer shall have access to PHI from the Health FSA only as permitted under this Section 7.11 or as otherwise required or permitted by HIPAA.

- (b) *Permitted Disclosure of Enrollment/Disenrollment Information.* The Health FSA may disclose to the Employer information on whether the individual is participating in the Plan.
- (c) *Permitted Uses and Disclosure of Summary Health Information.* The Health FSA may disclose Summary Health Information to the Employer, provided that the Employer requests the Summary Health Information for the purpose of modifying, amending, or terminating the Health FSA. "Summary Health Information" means information (a) that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a health plan; and (b) from which the information described at 42 CFR §164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR §164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.
- (d) *Permitted and Required uses and Disclosure of PHI for Plan Administration Purposes.* Unless otherwise permitted by law, and subject to the conditions of disclosure described in Section 7.11(e) and obtaining written certification pursuant to Section 7.11(g), the Health FSA may disclose PHI to the Employer, provided that the Employer uses or discloses such PHI only for Plan administration purposes. "Plan administration purposes" means administration functions performed by the Employer on behalf of the Health FSA, such as quality assurance, claims processing, auditing, and monitoring. Plan administration functions do not include functions performed by the Employer in connection with any other benefit or benefit plan of the Employer, and they do not include any employment-related functions. Notwithstanding the provisions of this Plan to the contrary, in no event shall the Employer be permitted to use or disclose PHI in a manner that is inconsistent with 45 CFR §164.504(f).
- (e) *Conditions of Disclosure for Plan Administration Purposes.* The Employer agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it by the Health FSA, the Employer shall:
- not use or further disclose Protected Health Information other than as permitted or required by this Plan document or as required by law;
 - ensure that any agents or subcontractors to whom it provides Protected Health Information received from the Plan agree to the same restrictions and conditions that apply to the Employer;
 - not use or disclose Protected Health Information for employment related actions or in connection with any other employee benefit plan;
 - report to the Employer's Privacy Officer any use or disclosure of the information that is inconsistent with the permitted uses or disclosures;
 - make Protected Health Information available to Plan participants, consider their amendments and, upon request, provide them with an accounting of Protected Health Information disclosures;
 - make the Employer's internal practices and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services upon request; and
 - if feasible, return or destroy all Protected Health Information received from the Plan that the Company still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
 - ensure that the adequate separation between the Health FSA and the Employer (i.e., the "firewall"), required in 45 CFR §504(f)(2)(iii), is satisfied.

The Employer further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the Health FSA, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to

- implement reasonable and appropriate security measures to protect the information. The Employer will report to the Health FSA any security incident of which it becomes aware.
- (f) *Adequate Separation Between Plan and Employer.* The Employer shall allow access to PHI to any employee who needs access to PHI in order to perform Plan administration functions that the Employer performs for the Health FSA. No other persons shall have access to PHI. These employees shall only have access to and use PHI to the extent necessary to perform the plan administration functions that the Employer performs for the Health FSA. In the event that any of these employees does not comply with the provisions of this Section, that employee shall be subject to disciplinary action by the Employer for non-compliance pursuant to the Employer's employee discipline and termination procedures. The Employer will ensure that the provisions of this Section 7.11(f) are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI.
- (g) *Certification of Plan Sponsor.* The Health FSA shall disclose PHI to the Employer only upon the receipt of a certification by the Employer that the Employer agrees to the conditions of disclosure set forth in Section 7.11(e).

ARTICLE VIII. DCAP COMPONENT

8.1 Benefits

An Eligible Employee can elect to participate in the DCAP Component by electing to receive benefits in the form of reimbursements for Dependent Care Expenses, and to pay the Contributions for such benefits on a pre-tax Salary Reduction basis (DCAP Benefits). Unless an exception applies (as described in Article XII), such election is irrevocable for the duration of the Period of Coverage to which it relates.

8.2 Contributions (a.k.a. Cost of Coverage)

The annual Contribution for a Participant's DCAP Benefits is equal to the annual benefit amount elected by the Participant (for example, if the maximum \$5,000 annual benefit amount is elected, the annual Contribution amount is also \$5,000).

8.3 Eligible Dependent Care Expenses

Under the DCAP Component, a Participant may receive reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which an election is in force.

- (a) *Incurred.* A Dependent Care Expense is incurred at the time the Qualifying Dependent Care Services giving rise to the expense is furnished, and not when the Participant is formally billed for, is charged for, or pays for the Qualifying Dependent Care Services (e.g., services rendered for the month of June are not fully incurred until June 30 and cannot be reimbursed in full until then).
- (b) *Dependent Care Expenses.* "Dependent Care Expenses" means expenses that are considered to be employment-related expenses under Code § 21 (b)(2) (relating to expenses for the care of a Qualifying Individual necessary for gainful employment of the Employee and Spouse, if any), and expenses for incidental household services, if paid for by the Eligible Employee to obtain Qualifying Dependent Care Services, but only to the extent that the Participant or other person incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through insurance or any other plan. If only a portion of a Dependent Care Expense has been reimbursed elsewhere (e.g. because the Spouse's DCAP imposes maximum benefit limitations), the DCAP can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Article VIII.
- (c) *Qualifying Individual.* "Qualifying Individual" means:
- a tax dependent of the Participant as defined in Code §152 who is under the age of thirteen (13) and who is the Participant's qualifying child as defined in Code §152(a)(1);
 - a tax dependent of the Participant as defined in §152 who is mentally or physically incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or

- a Participant's Spouse who is mentally or physically incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year.
- (d) *Qualifying Dependent Care Services.* "Qualifying Dependent Care Services" means the following: services that both (1) relate to the care of a Qualifying Individual that enable the Participant and his or her Spouse to remain gainfully employed after the date of participation in the DCAP Component and during the Period of Coverage; and (2) are performed:
- in the Participant's home; or
 - outside the Participant's home for (1) the care of a Participant's Dependent who is under age 13; or (2) the care of any other Qualifying Individual who regularly spends at least eight hours per day in the Participant's household. In addition, if the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than six individuals not residing at the facility and that receives a fee, payment or grant for such services), then the center must comply with all applicable state and local laws and regulations.
- (e) *Exclusion.* Dependent Care Expenses do not include amounts paid to:
- an individual with respect to whom a personal exemption is allowable under Code § 151(c) to a Participant or his or her Spouse;
 - a Participant's Spouse; or
 - a Participant's child who is under 19 years of age at the end of the year in which the expenses were incurred.

8.4 Maximum Benefits

- (a) *Maximum Reimbursement Available; Statutory Limitations.* The maximum dollar amount elected by the Participant for reimbursement of Dependent Care Expenses incurred during a Period of Coverage (reduced by prior reimbursements during the Period of Coverage) shall only be available during the Period of Coverage to the extent of the actual amounts credited to the Participant's DCAP Account pursuant to Section 8.5. (No reimbursement will be made to the extent that such reimbursement would exceed the balance in the Participant's Account (that is, the year-to-date amount that has been withheld from the Participant's Compensation for reimbursement for Dependent Care Expenses for the Period of Coverage, less any prior reimbursements). Payment shall be made to the Participant in cash as reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this Article VIII have been satisfied. Notwithstanding the foregoing, no reimbursement otherwise due to a Participant hereunder shall be made to the extent that such reimbursement, when combined with the total amount of reimbursements made to date for the Plan Year, would exceed the applicable statutory limit. The applicable statutory limit for a Participant is the smallest of the following amounts:
- the Participant's Earned Income for the calendar year;
 - the Earned Income of the Participant's Spouse for the calendar year (a Spouse who (1) is not employed during a month in which the Participant incurs a Dependent Care Expense, and (2) is either physically or mentally incapable of self-care or a Student shall be deemed to have Earned Income in the amount of \$200 per month per Qualifying Individual for whom the Participant incurs Dependent Care Expenses, up to a maximum amount of \$400 per month); or
 - Either \$5,000 or \$2,500 for the calendar year, as applicable:
 - (1) \$5,000 for the calendar year if one of the following applies:
 - (A) the Participant is married and files a joint return;
 - (B) the Participant is married, but (1) furnishes more than one-half the cost of maintaining the Dependent for whom the Participant is eligible to receive reimbursements under the DCAP; (2) the Participant's Spouse maintains a separate residence for the last six months of the calendar year; and (3) the Participant files a separate tax return; or
 - (C) the Participant is single or is the head of the household for tax purposes; or

- (2) \$2,500 for the calendar year if the Participant is married and resides with the Spouse, but files a separate federal income tax return.
- (b) *Maximum Dollar Limits.* The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be \$5,000 (subject to the other limitations described above, and subject to Section 8.4 (c)).
- (c) *Changes; No Proration.* For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document. If a Participant enters the DCAP Component mid-year, or wishes to increase his or her election mid-year as permitted under Section 12.4, there will be no proration rule—i.e., the Participant may elect coverage up to the maximum dollar limit or may increase coverage up to the maximum dollar limit, as applicable.
- (d) *Effect of Maximum Benefits If Election Change Permitted.* Any change in an election under Article XII affecting annual Contribution to the DCAP Component also will change the maximum reimbursement benefits for the balance of the Period of Coverage (commencing with the election change), as further limited by Section 8.4(a). Such maximum reimbursement benefits for the balance for the Period of Coverage shall be calculated by adding (1) the Contributions made by the Participant (if any) as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total Contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the DCAP Account, reduced by (3) reimbursements during the Period of Coverage.

8.5 Establishment of Account

The Plan Administrator will establish and maintain a DCAP Account with respect to each Participant who has elected to participate in the DCAP Component, but will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of Contributions and determining forfeitures under Section 8.6.

- (a) *Crediting of Accounts.* A Participant's DCAP Account will be credited periodically during each Period of Coverage with an amount equal to the Participant's Salary Reductions elected to be allocated to such Account.
- (b) *Debiting of Accounts.* A Participant's DCAP Account will be debited during each Period of Coverage for any reimbursement of Dependent Care Expenses incurred during the Period of Coverage.
- (c) *Available Amount Is Based on Credited Amount.* As described in Section 8.4, the amount available for reimbursement of Dependent Care Expenses may not exceed the year-to-date amount credited to the Participant's DCAP Account, less any prior reimbursements; i.e., it is based on the amount credited to the DCAP Account at a particular point in time. Thus, a Participant's DCAP Account may not have a negative balance during a Period of Coverage.

8.6 Forfeiture of Accounts; Use-It-or-Lose-It Rule

If any balance remains in the Participant's DCAP Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, such balance shall not be carried over to reimburse the Participant for Dependent Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance. All forfeitures under this Plan shall be used as follows: first, to reduce the cost of administering this Plan during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and second, to provide increased benefits or compensation to Participants in subsequent years in any fashion the Plan Administrator deems appropriate, consistent with applicable regulations. In addition, any DCAP Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Dependent Care Expense was incurred shall be forfeited and applied as described above.

8.7 Reimbursement Procedure

- (a) *Timing.* Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's

Dependent Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that his or her claim has been denied. This time period may be extended for an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete an incomplete reimbursement claim.

- (b) *Claims Substantiation.* A Participant who has elected to receive DCAP Benefits for a Period of Coverage may apply for reimbursement by submitting an application in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by no later than the end of the third calendar month following the close of the Plan Year in which the Dependent Care Expense was incurred, setting forth:
- the person or persons on whose behalf Dependent Care Expenses have been incurred;
 - the nature and date of the Expenses so incurred;
 - the amount of the requested reimbursement;
 - the name of the person, organization or entity to whom the Expense was or is to be paid, and taxpayer identification number (Social Security number, if an individual); and
 - a statement that such Expenses have not otherwise been paid and are not expected to be paid through any other service.

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Dependent Care Expenses have been incurred and the amounts of such Expenses, together with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claims for reimbursement is at least \$25.

- (c) *Claims Denied.* For reimbursement claims that are denied, see the appeals procedure in Article XIII.

8.8 Reimbursements After Termination

When a Participant ceases to be a Participant as defined under Section 3.2, the Participant's Salary Reductions will terminate, as will the Participant's election to receive reimbursements, subject to the following: such Participant (or the Participant's estate) may claim reimbursement for any Dependent Care Expenses incurred during the Period of Coverage prior to termination, including expenses incurred through the end of the calendar month following the calendar month in which termination occurs (but only if such calendar month is in the current Plan Year), provided that the Participant (or the Participant's estate) files a claim no later than 60 days following the date on which the Participant ceases to be a Participant.

8.9 Report to Participants

On or before January 31 of each year, the Plan Administrator shall furnish to each Participant who has received reimbursement for Dependent Care Expenses during the prior calendar year a written statement showing the Dependent Care Expenses paid during such year with respect to the Participant, or showing the Salary Reductions for the year for the DCAP Component, as the Plan Administrator deems appropriate.

ARTICLE IX. [RESERVED]

ARTICLE X. HEALTH SAVINGS ACCOUNT BENEFIT

10.1 No Health Savings Account Benefits

The plan does not authorize pre-tax deposits to a Health Savings Account by either an employee or the Employer. If deposits are made to a Health Savings Account, such deposits are made on an after-tax basis and, if made by the Employer, shall be included in the Employee's taxable compensation. No amounts, whether made by Employee Salary Reduction or by Employer contribution, deposited to a Health

Savings Account established by a Participant shall be deemed to have been made through, or deemed to be a part of, this Cafeteria Plan..

ARTICLE XI. [RESERVED]

ARTICLE XII. IRREVOCABILITY OF ELECTIONS; EXCEPTIONS

12.1 Irrevocability of Elections

Except as described in this Article XII, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- participation in this Plan;
- Salary Reduction amounts; or
- Election of particular Benefit Package Options.

12.2 Procedure for Making New Election If Exception to Irrevocability Applies

- (a) *Timing for When New Election Must Be Made.* A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period under Section 3.2, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 12.4 (other than an event described in Section 12.4(g) for which a new election must be made within 60 days of the occurrence), as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event, and the election is made within any specified time period.
- (b) *Effective Date of New Election.* Elections made pursuant to this Section 12.2 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 12.4 (e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable Benefit Package Option commences later).
- (c) *Effect of New Election Upon Amount of Benefits.* For the effect of a changed election upon the maximum and minimum benefits under the Health FSA and DCAP Components, see Sections 7.4 and 8.4 respectively.

12.3 Change in Status Defined

A Participant may make a new election upon the occurrence of certain events as described in Section 12.4, including a Change in Status, for the applicable Component. "Change in Status" means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

- (a) *Legal Marital Status.* A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation or annulment;
- (b) *Number of Dependents.* Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;
- (c) *Employment Status.* Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefit plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefit plan, such as if a plan only applies to salaried employees and an employee

- switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;
- (d) *Dependent Eligibility Requirements.* An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, Student status, or any similar circumstance; and
 - (e) *Change in Residence.* A change in the place of residence of the Participant or his or her Spouse or Dependents.

12.4 Events Permitting Exception to Irrevocability Rule

A Participant may change an election as described below upon the occurrence of the stated events for the applicable Component of this Plan:

- (a) *Open Enrollment Period (Applies to Premium Payment, Health FSA and DCAP Benefits).* A Participant may change an election during the Open Enrollment Period in accordance with Section 3.2.
- (b) *Termination of Employment (Applies to Premium Payment, Health FSA and DCAP Benefits).* A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.3 and 3.4, as applicable.
- (c) *Leaves of Absence (Applies to Premium Payment, Health FSA and DCAP Benefits).* A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.
- (d) *Change in Status (Applies to Premium Payment Benefits, Health FSA Benefits as Limited Below, and DCAP Benefits as Limited Below).* A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 12.3), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

Election changes may not be made to reduce Health FSA coverage during a Period of Coverage; however, election changes may be made to cancel Health FSA coverage completely due to the occurrence of any of the following events: death of a Spouse, divorce, legal separation, or annulment; death of a Dependent; change in employment status such that the Participant becomes ineligible for Health FSA coverage; or a Dependent's ceasing to satisfy eligibility requirements for Health FSA coverage on account of attaining a certain age, etc. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her election based on the specified Change in Status:

- (1) *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan (and the Participant remains a Participant under this Plan in accordance with Section 3.2), the Participant may increase his or her election to pay for

- such coverage (this rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a result of divorce, annulment or legal separation).
- (2) *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.
- (3) *Special Consistency Rule for DCAP Benefits.* With respect to the DCAP Benefits, a Participant may change or terminate his or her election upon a Change in Status if (a) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under an employer's plan; or (b) the election change is on account of and corresponds with a Change in Status that affects eligibility of Dependent Care Expenses for the tax exclusion under Code § 129.
- (e) *HIPAA Special Enrollment Rights (Applies to Premium Payment Benefits, but Not to Health FSA or DCAP Benefits).* If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan, as required by HIPAA under Code § 9801 (f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise if:
- (1) A Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had other coverage, and eligibility for such other coverage is subsequently lost due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of the maximum COBRA period, or the other coverage was non-COBRA coverage and employer Contributions for such coverage were terminated; or
 - (2) A new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption. An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).
- (f) *Certain Judgments, Decrees and Orders (Applies to Premium Payment and Health FSA Benefits, but Not to DCAP Benefits).* If a judgment, decree, or order (an "order") resulting from a divorce, legal separation, annulment or change in legal custody (including a QMCSO) requires accident or health coverage (including an election for Health FSA Benefits) for a Participant's Dependent child (including a foster child who is a Dependent of the Participant), a Participant may (1) change his or her election to provide coverage for the Dependent child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the Dependent child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan and such coverage is actually provided.
- (g) *Medicare and Medicaid and State Children's Health Insurance Program (Applies to Premium Payment Benefits, to Health FSA Benefits as Limited Below, but Not to DCAP Benefits).* If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines) or a State Children's Health Insurance Program, the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid or

State Children's Health Insurance Program coverage and/or the Participant's Health FSA coverage may be canceled (but not reduced). Further, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid or a State Children's Health Insurance Program loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility or eligibility under a State Children's Health Insurance Program and/or the Participant's Health FSA coverage may commence or increase.

- (h) *Change in Cost (Applies to Premium Payment Benefits, to DCAP Benefits as Limited Below, but Not to Health FSA Benefits).*

For purposes of this Section 12.4(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage. For purposes of this definition, (1) a health FSA is not similar coverage with respect to an accident or health plan that is not a health FSA, (2) the HMO and the PPO are considered to be similar coverage, and (3) coverage by another employer, such as a Spouse's or Dependent's employer, is treated as similar coverage.

- (1) *Increase or Decrease for Insignificant Cost Changes.* Participants are required to increase their elective Contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for the Benefit Package Option(s), and to decrease their elective Contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including, but not limited to, the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective Contributions on a prospective basis.
- (2) *Significant Cost Increases.* If the Plan Administrator determines that the cost charge to an Employee of a Participant's Benefit Package Option(s) (such as the PPO) significantly increases during a Period of Coverage, the Participant may (a) make a corresponding prospective increase in his or her elective Contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option offered by the Employer that provides similar coverage (such as the HMO, but not the Health FSA); or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.
- (3) *Significant Cost Decreases.* If the Plan Administrator determines that the cost of any Benefit Package Option (such as the PPO) significantly decreases during a Period of Coverage, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option (such as the HMO, but not the Health FSA) other than the Benefit Package Option that has decreased in cost may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost (such as the PPO); and (b) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost (such as the PPO) on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.
- (4) *Limitation on Change in Cost Provisions for DCAP Benefits.* The above "Change in Cost" provisions (Sections 12.4 (h)(1)-(3)) apply to DCAP Benefits only if the cost change is imposed by a dependent care provider who is not a "relative" of the Employee. For this purpose, a relative is an individual who is related as described in Code §§ 152 (a)(1) through (8), incorporating the rules of Code §§ 152(b)(1) and (2).

- (i) *Change in Coverage (Applies to Premium Payment and DCAP Benefits, but Not to Health FSA Benefits).*

The definition of “similar coverage” under Section 12.4(h) applies also to this Section 12.4(i).

- (1) *Significant Curtailment.* If coverage is “significantly curtailed” (as defined in subsection (I) below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth in subsection (ii) below, if the coverage curtailment results in a “Loss of Coverage” (as defined in subsection (iii) below), Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is “significant,” and whether a Loss of Coverage has occurred.
- (i) *Significant Curtailment Without Loss of Coverage.* If the Plan Administrator determines that a Participant’s coverage under a Benefit Package Option under this Plan (or the Participant’s Spouse’s or Dependent’s coverage under his or her employer’s plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay or the out-of-pocket cost-sharing limit under an accident or health plan, such as the PPO) during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO, but not the Health FSA). Coverage under a plan is deemed to be “significantly curtailed” only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.
- (ii) *Significant Curtailment With a Loss of Coverage.* If the Plan Administrator determines that a Participant’s Benefit Package Option (such as the PPO) coverage under this Plan (or the Participant’s Spouse’s or Dependent’s coverage under his or her employer’s plan) is significantly curtailed, and such curtailment results in a Loss of Coverage during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO, but not the Health FSA), or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.
- (iii) *Definition of Loss of Coverage.* For purposes of this Section 12.4(I)(1), a “Loss of Coverage” means a complete loss of coverage (including the elimination of a Benefit Package Option, the HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:
- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO or the HMO);
 - a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
 - any other similar fundamental loss of coverage
- (2) *Addition or Significant Improvement of a Benefit Package Option.* If during a Period of Coverage, the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (1) Participants who are enrolled in a Benefit Package Option other than the newly-added or significantly improved Benefit Package Option may change their election on a prospective basis to elect the newly-added or significantly improved Benefit

Package Option; and (2) Employees who are otherwise eligible under Section 3.1 may elect the subject to the terms and limitations of the Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

- (3) *Loss of Coverage Under Other Group Health Coverage.* A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701 (a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).
- (4) *Change in Coverage Under Another Employer Plan.* A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance.
- (5) *DCAP Coverage Changes.* A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care service provider. For example: (a) if the Participant terminates one dependent care service provider and hires a new dependent care service provider, the Participant may change coverage to reflect the cost of the new service provider; and (b) if the Participant terminates a dependent care service provider because a relative becomes available to take care of the child at no charge, the Participant may cancel coverage.

A Participant entitled to change an election as described in this Section 12.4 must do so in accordance with the procedures described in Section 12.2.

12.5 Election Modifications Required by Plan Administrator

The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that Contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount, continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE XIII. APPEALS PROCEDURE

13.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, claims shall be administered in accordance with the claims procedure set forth in the summary plan description for this Plan. The Committee acts on behalf of the Plan Administrator with respect to appeals.

13.2 Claims Procedures for Insurance Benefits

Claims and reimbursements for Insurance Benefits shall be administered in accordance with the claims procedures for the applicable Insurance Plan(s), as set forth in the policy, plan document and/or summary plan description for that Insurance Plan(s).

ARTICLE XIV. RECORDKEEPING AND ADMINISTRATION

14.1 Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

14.2 Powers of the Plan Administrator

The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 14.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 14.1);
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports and with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review and keep on file such reports and information concerning the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

14.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction

or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

14.4 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligations of the Employer.

14.5 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

14.6 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator who is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

14.7 Bonding

The Plan Administrator shall be bonded to the extent required by applicable statutes and regulations.

14.8 Insurance Contracts

The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and be retained by, the Employer, to the extent that such amounts are less than aggregate Employer Contributions toward such insurance.

14.9 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

14.10 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.

ARTICLE XV. GENERAL PROVISIONS

15.1 Expenses

All reasonable expenses incurred in administering the Plan are currently paid by forfeitures to the extent provided in Section 7.6 and 8.6. Any expenses remaining shall, at the option of the Employer, be paid by the Employer or be charged against the accounts of Participants. If any expenses are charged against the accounts of Participants, such expenses shall be considered to be paid through the Plan with pre-tax deferrals.

15.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time. All Employees are considered to be employed at the will of the Employer.

15.3 Amendment and Termination

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any reason and the Employer hereby grants limited authority to R. D. Drenkow & Co., Inc. to make amendments to the Plan that are clarifying in nature or advisable to comply with applicable law. Any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

15.4 Governing Law

This Plan shall be construed, administered and enforced according to the laws of the State of Iowa, to the extent not superseded by the Code or any other federal law.

15.5 Code Compliance

It is intended that this Plan meet all applicable requirements of the Code, and of all regulations issued thereunder. (ERISA does not apply to this Plan or any of its component benefits.) This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.

15.6 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

15.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

15.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

15.9 Headings

The headings of the various Articles and Sections (but not subsections) are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

15.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

15.11 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the City of Cedar Falls Cafeteria Benefits Plan, City of Cedar Falls has caused this Plan to be executed in its name and on its behalf on this _____ day of _____, 20_____.

City of Cedar Falls

By: _____

Appendix A
Related Employers That Have Adopted This Plan,
With the Approval of City of Cedar Falls

None

Appendix B

Exclusions --- Medical Expenses That Are Not Reimbursable

The following expenses are not reimbursable, even if they meet the definition of "medical care" under Code §213:

- Health insurance premiums for any other plan (including a plan sponsored by the Employer).
- Long-term care services.
- Cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease. "Cosmetic surgery" means any procedure that is directed at improving the patient's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.
- Any item or procedure that is not reimbursable under any applicable federal or state regulation.

Business Associate Contract

I. Definitions

- a. *Breach*. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
- b. *Breach Notification Rule*. “Breach Notification Rule” shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR parts 160 and 164, subparts A and D.
- c. *Business Associate*. “Business Associate” shall mean R. D. Drenkow & Co., Inc.
- d. *Covered Entity*. “Covered Entity” shall mean City of Cedar Falls Cafeteria Benefits Plan as sponsored by City of Cedar Falls.
- e. *Electronic Protected Health Information*. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103.
- f. *Electronic Transaction Rule*. “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- g. *Enforcement Rule*. “Enforcement Rule” shall mean the Enforcement Provisions set forth in 45 CFR Part 160.
- h. *Genetic Information*. “Genetic Information” shall have the same meaning as the term “genetic information” in 45 CFR § 160.103.
- i. *HHS*. “HHS” shall mean the Department of Health and Human Services.
- j. *HIPAA Rules*. “HIPAA Rules” shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.
- k. *HITECH Act*. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.
- l. *Privacy Rule*. “Privacy Rule” shall mean the Privacy Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and E.
- m. *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.
- n. *Required by Law*. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
- o. *Security Incident*. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR § 164.304.
- p. *Security Rule*. “Security Rule” shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C.
- q. *Subcontractor*. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR § 160.103.
- r. *Transaction*. “Transaction” shall have the meaning given the term “transaction” in 45 CFR § 160.103.
- s. *Unsecured Protected Health Information*. “Unsecured Protected Health Information” shall have the meaning given the term “unsecured protected health information” in 45 CFR § 164.402.

II. Privacy and Security of Protected Health Information

- a. **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information only as set forth below:
 - i. **Functions and Activities on Covered Entity’s Behalf.** To provide the following services:
 - ii. **Business Associate’s Operations.** Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out Business Associate’s legal responsibilities, provided that—

- A. The disclosure is Required by Law; or
 - B. Business Associate obtains reasonable assurance from any person or entity to which Business associate will disclose Protected Health Information that the person or entity will–
 - 1. Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity or as Required by Law; and
 - 2. Promptly notify Business Associate of any instance in which the person or entity becomes aware in which the confidentiality of Protected health Information was breached.
- iii. **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.
- b. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity’s Protected Health Information in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate’s proper management and administration, as described above.
- c. **Information Safeguards.**
- i. **Privacy of Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity’s obligations under the Privacy Rule, the Business Associate will comply with the requirements or the Privacy Rule that apply to the Covered Entity in the performance or such obligations.
 - ii. **Security of Covered Entity’s Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity’s behalf.
 - iii. **No Transfer of PHI Outside United States.** Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the Covered Entity. In this context, a “transfer” outside the United States occurs if Business Associate’s workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.
- d. **Subcontractors.** Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health Information Created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information.

- e. **Prohibition on Sale of Protected Health Information.** Effective September 23, 2013, Business Associate shall not engage in any sale (as defined in the HIPAA rules) of Protected Health Information.
- f. **Prohibition on Use or Disclosure of Genetic Information.** Effective September 23, 2013, Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.
- g. **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

III. Compliance with Electronic Transactions Rule. If business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

IV. Individual Rights.

- a. **Access.** Business Associate will, within 25 Calendar days following Covered Entity's request, make available to Covered Entity (or, at Covered Entity's written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that is in a Designated Record Set in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR § 164.524. Effective September 23, 2013, if Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR § 164.524.
- b. **Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of the Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR § 164.526.
- c. **Disclosure Accounting.** To allow Covered Entity to meet its obligations to account for disclosures of Protected Health Information under 45 CFR § 164.528:
 - i. **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.
 - ii. **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health Information if Covered Entity need not account for such disclosures under the HIPAA Rules.
 - iii. **Disclosure Information.** With respect to any disclosure by Business Associate of Protected Health Information that is not expected from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - A. **Disclosure Information Generally.** Except for repetitive disclosures of Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.
 - B. **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Protected Health Information that Business Associate makes for a single

purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (I) the Disclosure Information specified above from the first of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

- iv. **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to covered Entity within 55 calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.
- d. **Restriction Agreements and Confidential Communications.** Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will comply with any notice from Covered Entity to (1) restrict use or disclosure of Protected Health Information pursuant to 45 CFR § 164.522(a), or (2) provide for confidential communications of Protected Health Information pursuant to 45 CFR § 164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the Protected Health Information will remain subject to the terms of the restriction agreement.

V. Breaches and Security Incidents.

a. Reporting.

- i. **Impermissible Use or Disclosure.** Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement not more than 55 calendar days after Business Associate discovers such non-permitted use or disclosure.
- ii. **Breach of Unsecured Protected Health Information.** Business Associate will report to Covered Entity any potential Breach of Unsecured Protected Health Information not more than 55 calendar days after discovery of such potential Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR § 164.410. Business Associate will make the report to Covered Entity's Privacy Office. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:
 - a. Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
 - b. Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);
 - c. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - d. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;
 - e. Identify what steps the individuals who were subject to a Breach should take to protect themselves;
 - f. Provide such other information, including a written report and risk assessment under 45 CFR § 164.402, as Covered Entity may reasonably request.
- iii. **Security Incidents.** Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will make this

report once a month, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

- b. **Mitigation.** Business Associate shall migrate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

VI. Term and Termination.

- a. **Term.** This Agreement shall be effective as of September 23, 2013, and shall terminate upon termination of underlying services agreement, subject to the provisions regarding return or destruction of PHI.
- b. **Right to Terminate for Cause.** Covered Entity may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and after written notice to Business Associate of the breach, Business Associate has failed to cure the breach within 30 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.
- c. **Treatment of Protected Health Information on Termination.**
 - i. **Return or Destruction of Covered Entity's Protected Health Information Is Feasible.** Upon termination of this Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of any Subcontractors of Business Associate. Further, Business Associate shall require any Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 45 calendar days following the effective date of the termination of this Agreement.
 - ii. **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any Protected Health Information, including any Protected Health Information that Business Associate has disclosed to Subcontractors, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 45 calendar days following the effective date of the termination or other conclusion of Agreement.
 - iii. **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

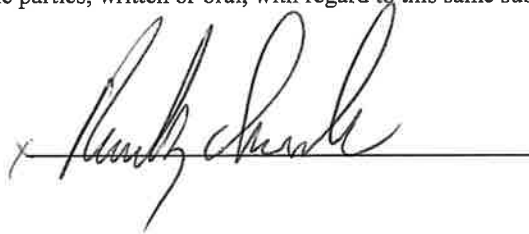
VII. General Provisions.

- a. **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.
- b. **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to Covered Entity and to HHS to determine compliance with the HIPAA Rules.
- c. **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to a final regulation promulgated by HHS that affects Business Associate's or Covered Entity's obligations under this Agreement, this Agreement will automatically amend so that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to a final regulation. Amendments to this Agreement that are not required by such final regulation or amendment to a final regulation may be proposed by either party and shall become effective upon the earlier of the execution of a written instrument signed by the parties or the expiration of the 60 day period beginning on the date that the proposed amendment is received by the other party, unless the other party objects in writing during that period to the proposed amendment.

- d. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- e. **Interpretation.** Any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules.
- f. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the laws of the state of Iowa, except to the extent preempted by federal law.
- g. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- h. **Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties, and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- i. **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.
- j. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter.

"BUSINESS ASSOCIATE"

for R. D. Drenkow & Co. Inc.



FOR "COVERED ENTITY"

Signature





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Legal Services Division

TO: Mayor and City Council
FROM: Colleen Sole, Personnel Specialist
DATE: June 11, 2020
SUBJECT: FY21 Insurance Renewal – Public Entity

Arthur J. Gallagher presented its renewal proposal to the City of Cedar Falls Risk Management Committee. The City's program was actively marketed with the goal of keeping the City's costs in line with the marketplace. Potential alternatives and opportunities for coverage improvements were reviewed. A hardening market is affecting the Midwest due to an increased exposure to wind and hail storms causing a significant rate increases to property. Cities and Schools are seeing a 12-20% increase, however, the City has been able to maintain an increase of less than 10% with the City increasing its property values to keep in line with construction inflation. In regards to the City's liability coverage, Argonaut proved to continue to be a viable partner with the City, seeing only a 3.3 % increase, with an exposure change affecting the rate by 1.6%, while maintaining its stop loss aggregate. The City obtained a lower than average rate increase based on its favorable loss history. After Benchmarking against our peers Gallagher recommended increasing the City's Cyber Liability limits from a \$1 million to \$2 million limit, with current and possible future exposures to a remote workforce. The City is coming off of a 2 year plan with its Workers' Compensation carrier and was a 6% increase from the expiring rate, which is favorable in the current market. Other carriers were unable to offer a competitive rate compared to that of Midwest Employers. Risk Management Committee approved these recommendations. Attached is the proposal provided by Arthur J. Gallagher.

The Risk Management Committee respectfully requests that you approve these coverages for FY2021. If you have questions, please contact me at 243-2712.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/9/2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

Policy Term: 7/1/2020 to 7/1/2021

	COVERAGE/CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property
	Federal Insurance Company – Premium (includes TRIA/Terrorism) \$98,531
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	<i>TRIA/ Terrorism</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Equipment Breakdown
<input type="checkbox"/> Option # 1	Liberty Mutual Fire Insurance Company – Deductible \$2,500 Premium \$6,476
<input checked="" type="checkbox"/> Option # 2	Liberty Mutual Fire Insurance Company - Deductible: \$5K Premium \$5,841
	<i>TRIA Cannot Be Rejected</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime – 3 year term
<input checked="" type="checkbox"/> Option # 1	Hanover Insurance Company - \$500K Limits – annual premium \$4,487
<input type="checkbox"/> Option # 2	Hanover Insurance Company - \$750K Limits – Annual Premium: \$5,383
<input type="checkbox"/> Option # 3	Hanover Insurance Company - \$1M Limits – Annual Premium: \$6,233
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Package
<input checked="" type="checkbox"/> Option # 1	Argonaut Insurance Company – with Aggregate Stop Loss \$175,440
<input type="checkbox"/> Option # 2	Argonaut Insurance Company – without Aggregate Stop Loss \$188,532
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	<i>TRIA – Premium \$1345</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability
<input type="checkbox"/> Option # 1	Underwriters at Lloyd's, London – as expiring \$1M limit – Premium with taxes \$13,821.85
<input checked="" type="checkbox"/> Option # 2	Underwriters at Lloyd's, London - \$2M Limit - Premium: with taxes \$18,619.35
<input type="checkbox"/> Option # 3	Underwriters at Lloyd's, London - Cyber Liability – Premium with taxes:\$ 20,336.35
<input type="checkbox"/> Option # 4	Underwriters at Lloyd's, London - Cyber Liability – Premium with taxes: \$29,274.85
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Workers' Compensation
<input checked="" type="checkbox"/> Option # 1	Midwest Employers Casualty Company – as expiring \$500K SIR – Premium \$67,522
<input type="checkbox"/> Option # 2	Midwest Employers Casualty Company – with \$550K SIR – Premium \$62,534
	<i>TRIA Cannot Be Rejected</i>

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Other Coverages to Consider

Yes No - Flood

Other Services to Consider

Yes No - CORE360™ Loss Control Portal

Yes No - eRiskHub

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____
Print Name

Title

Signature

Date: _____

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Federal Insurance Company	Property	Recommended Quote Includes TRIA/Flood/Quake \$100,000 Deductible	\$98,531 includes terrorism/TRIA)
Travelers Insurance Group	Property	Declined	Could not be competitive
Munich Insurance Group	Property	Declined	Does not write public entity in Iowa
Liberty Mutual Insurance Group	Property	Declined	Minimum premium \$100,000
Liberty Mutual Fire Insurance Company	Equipment Breakdown	Recommended Quote	\$6,476 - \$2,500 Deductible \$5,841 - \$5,000 Deductible
Hanover Insurance Company	Crime	Recommended Quote	\$3,980 - \$500K Limit \$5,383 - \$750K Limit \$6,233 - \$1M Limit Annual installment – all limits offer a 3 year term
Argonaut Insurance Company	Liability Package/APD \$7,000,000/\$10,000,000 Limits	Quoted – Includes Aggregate Stop Loss Return Premium \$8,908	\$175,440 TRIA \$1,345
Travelers Indemnity Company Charter Oak Fire Insurance Company	Package	Cannot provide RC on Emergency Vehicles or provide an Aggregate Stop Loss	NA
Munich Insurance Group	Package	Cannot quote Iowa Risks	NA
Safety National Casualty Corporation	Package	Declined – would need higher SIR	Could not be competitive
BRIT Lloyds Syndicate	Package	Declined – Riverfront exposures	Declined
Underwriters at Lloyd's London - CFC	Cyber Liability	Quoted Options: Option 1 \$1,000,000 Limit Option 2 \$2,000,000 Limit Option 3 \$3,000,000 Limit Option 4 \$5,000,000 Limit	Option 1 \$13,685 plus taxes Option 2 \$17,935 plus taxes Option 3 \$20,135 plus taxes Option 4 \$28,985 plus taxes
Midwest Employers Casualty Company	Excess Workers Compensation	Recommended Quote Quoted 1 year term	\$67,522 - \$500K SIR \$62,534 - \$550K SIR
Safety National Casualty Corporation	Excess Workers Compensation	Declined – would need higher SIR	Could not be competitive Would need higher rate

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		RECOMMENDED-With CFC Cyber and Argonaut \$10M Liability Limits		% Change Program versus expiring
		ESTIMATED COST				
Property	Premium TRIA Premium	Federal Insurance Company (Chubb Group of Insurance Companies)	\$80,388 Included	Federal Insurance Company (Chubb Group of Insurance Companies)	\$98,531 Included	22.5%
Equipment Breakdown	Premium TRIA Premium	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$5,829 Included	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$5,841 Included (1)	.002%
Crime	Premium TRIA Premium	Hanover Insurance Company (Hanover Insurance Companies)	\$3,980 Included	Hanover Insurance Company (Hanover Insurance Companies)	\$4,487 Included	12.7%
Public Entity Package – Includes General Liability, Employee Benefits Liability, Auto Liability, Public Officials Liability, Employment Practices Liability and Auto Physical Damage, and Aggregate Stop Loss	Premium TRIA Premium	Argonaut Insurance Company (Argo Group International Holdings, Inc.)	\$169,845 TRIA not included	Argonaut insurance Company (Argo Group International Holdings, Inc.)	\$175,440 TRIA not included (1)	3.3%
Cyber Liability	Premium TRIA Premium	Underwriters at Lloyd's London (Underwriters at Lloyd's London)	\$13,435 Carrier Fee \$250 1% SLT Tax \$136,85 \$13,821.85	Underwriters at Lloyd's London (Underwriters at Lloyd's London)	\$17,935 Carrier Fee \$500 1% SLT Tax \$184.35 \$18,619.35	36.7%

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		% Change Program versus expiring RECOMMENDED-With CFC Cyber and Argonaut \$10M Liability Limits		
Excess Workers Compensation	Premium TRIA Premium	Midwest Employers Casualty Company (W. R. Berkley Group)	\$58,439 Included	Midwest Employers Casualty Company (W. R. Berkley Group)	\$67,552 Included	15.6%
Gallagher Broker Services Fee			\$36,000		\$36,000	0%
Total Estimated Program Cost			\$368,000.85		\$406,470.35	10.4%

- (1) Option with \$5K deductible - \$5,841 premium
- (2) Without Aggregate Stop Loss Premium savings will be \$8,908 for total of \$166,532
- (2). TRIA can be purchased for \$1,345 additional premium

ACCEPTANCE OR REJECTION OF TERRORISM – CHECK ONE

	I hereby elect to purchase terrorism coverage for a prospective premium of <u>\$1,345.</u>
X	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date



POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED IN THE QUOTATION ACCOMPANYING THIS NOTICE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for the prospective additional premium stated in the quotation provided to me.
x	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Date

Print Name

LMA9104
12 January 2015

PowerPro Select™ EQUIPMENT BREAKDOWN INSURANCE PROPOSAL



POLICYHOLDER DISCLOSURE

NOTICE OF OFFER TO PURCHASE TERRORISM INSURANCE FOR POLICY PERIOD

This notice contains important information about the Terrorism Risk Insurance Act and your option to purchase terrorism insurance coverage. Please read it carefully.

In accordance with the Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Terrorism Coverage Election Form following this Policyholder Disclosure Notice.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act") establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from a "certified act of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such an act exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share equals 80% and the Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

PowerPro Select™

EQUIPMENT BREAKDOWN INSURANCE PROPOSAL



- (I) human life;
- (II) property; or
- (III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of -

- (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
- (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

How the act affects your policy and what you must do

TERRORISM INSURANCE COVERAGE

This proposal includes coverage for losses resulting from "certified acts of terrorism." Coverage for losses from "certified acts of terrorism" is still subject to, and may be limited by, all other terms, conditions and exclusions contained in your policy.

The premium charge for this coverage for this policy period is \$0.

Please sign and return the Policyholder Acknowledgement below.

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism," the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed \$100 billion.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 12, 2020
SUBJECT: Audit Engagement Letter

We are just about to begin the audit process for FY20. We are in the third year of our extended contract with Eide Bailly, LLP to perform our audit engagement.

At the beginning of the audit engagement each year, the auditors provide an engagement letter that they sign and the City signs that acknowledges that both parties understand the work that is to be performed. Attached is that letter for your review and approval.



June 12, 2020

To the Honorable Mayor and Members of City Council
City of Cedar Falls, Iowa

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the City of Cedar Falls as of and for the year ending June 30, 2020. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits.

As stated in our engagement letter dated June 12, 2020, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and, if applicable, in accordance with any state or regulatory audit requirements for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

The financial statements include the financial statements of Cedar Falls Utilities (Component Units), which we consider to be significant components of the financial statements. Consistent with the audit of the financial statements as a whole, our audit will include obtaining an understanding of Cedar Falls Utilities and their environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of Cedar Falls Utilities and to design the nature, timing, and extent of further audit procedures.

We expect to begin our audit in June 2020 and issue our report in October 2020.

This information is intended solely for the information and use of Mayor, City Council, and management of the City of Cedar Falls and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in cursive script that reads "Eide Sully LLP".

Dubuque, Iowa

June 12, 2020

Ms. Jennifer Rodenbeck, Director of Finance and Business Operations
Honorable Mayor and Members of the City Council
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

The following represent our understanding of the services we will provide to the City of Cedar Falls, Iowa (City).

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of June 30, 2020, and for the year then ending, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. In addition, we will audit the entity's compliance over major federal award programs for the period ending June 30, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of the City's Proportionate Share of the Net Pension Liability.
4. Schedule of City Contributions (Pension).
5. Schedule of Changes in the City's Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America.

We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining Fund Statements.
2. Capital Asset Schedules.
3. Financial Data Schedule (issued separately as part of required HUD report).

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section – No opinion or any assurance provided.
2. Statistical Tables – No opinion or any assurance provided.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance for each major federal program and report on internal control over compliance required by the Uniform Guidance upon completion of our audit.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;

10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to any nonattest services we perform, we agree to perform the following:

- Completion of the auditee's portion of the Data Collection Form

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

Brian Unsen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in June 2020.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We agree that our gross fee, including expenses, for the audit will not exceed \$45,000 for the audit of the financial statements (assuming one major program), including the preparation of the REAC submission. Each additional major program will be a fee of \$3,100. We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the State and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason (“Dispute”). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”).

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Dubuque, Iowa.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree to indemnify Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigations (including reasonable attorneys' fees) associated with a claim brought against by a third-party and that arises out of or is in any way related to the services provided under this engagement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects and that arose due to the negligent acts or omissions by the City of Cedar Falls.

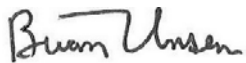
ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Unsen, Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Cedar Falls by:

Name: _____

Title: Mayor

Date: _____

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER
110 E 13TH STREET
CEDAR FALLS, IOWA 50613
PH: 319-273-8636
FAX: 319-273-8656

INTEROFFICE MEMORANDUM

TO: Honorable Mayor Green and City Council
FROM: Bruce Verink, Recreation Division Manager
DATE: June 9, 2020
SUBJECT: Cooperative Agreement – Use of Cedar Falls School Pools

Attached is an updated agreement between the Cedar Falls Schools and City of Cedar Falls for the cooperative use of the indoor pool facilities that are located at Peet and Holmes Junior High Schools. The City and the schools have long cooperated to allow the recreation center to program and public to access the pools to maximize use and eliminate duplication of services and facilities.

There were no significant changes to this agreement. The most recent Iowa Code section was noted and the dates that the agreement will cover were updated.

The mutual use of the Swimming Pools located at Peet and Holmes Junior High has been an excellent cooperative arrangement. The Department of Community Development recommends that the attached agreement be approved by City Council to continue our partnership with Cedar Falls Schools. The Cedar Falls School Board has already reviewed and approved the agreement.

Let me know if you have any questions or comments.

COOPERATIVE AGREEMENT FOR USE OF SWIMMING POOLS

This agreement made at Cedar Falls, Iowa the ____ day of _____, 2020 between the City of Cedar Falls, Black Hawk County, Iowa. (hereinafter referred to and called the City) and the Cedar Falls Community School District, in the County of Black Hawk, State of Iowa, (hereinafter referred to and called the School District) to-wit:

WHEREAS, Section 297.22(2)(a) of the 2019 Code of Iowa provides the board of directors of a school district may sell, lease, exchange, give, or grant and accept any interest in real property to, with or from a county, municipal corporation, school district, township, or area education agency if the real property is within the jurisdiction of both the grantor and the grantee.

NOW, THEREFORE, it is agreed by and between the parties hereto in consideration of the mutual promises hereinafter set forth as follows:

The School District agrees to furnish and let unto the City the school premises commonly known as the swimming pools, which are attached to Peet Junior High located at 525 East Seerley Boulevard and to Holmes Junior High located at 505 Holmes Drive, Cedar Falls. Iowa.

The term of this agreement shall be from July 1, 2020 to June 30, 2021.

COVENANTS OF THE CITY

1. The City does hereby covenant and agree with the School District that it will:
 - a. Not use or occupy said premises for any unlawful purpose;
 - b. Permit the School District to enter upon said premises at all reasonable times to examine the conditions of the same;
 - c. Leave the premises in as good a condition as received or in which they may be put by the School District, excepting reasonable wear and tear and damage arising from the negligence or fault of the School District, or Its agents or employees, or from any of the causes set forth in paragraph 3-A;
 - d. Be responsible for general cleaning on the weekends when the City is using the pool(s);
 - e. Furnish the School District an Insurance certificate which will be acceptable to the School District's Insurance carrier;
 - f. Pay their shared cost of the annual operating costs during the fiscal year July 1 to June 30;
 - g. Payment shall be made in two installments at six-month intervals;
 - h. Pay the School District 45% of the annual operating costs of the pools. Payment will be based on determined actual costs that accrue between June 1 and May 31;
 - i. Schedule all non-school sponsored use of the pools. Exception: Use of the pools by the University of Northern Iowa and any other school will be scheduled through the School District. State Athletic Association meets will be considered School co-sponsored and scheduled by the School District;
 - j. Pay the School for custodial cleaning time needed beyond the normally scheduled work day. The City will be billed at the lead person's overtime rate. This expense is in addition to paragraph 1-G costs and will be billed according to actual overtime labor expense; and
 - k. Enforce all applicable Board of Education rules and policies.

COVENANTS OF THE SCHOOL DISTRICT

2. And the School District on its part covenants and agrees with the City that it will:
- a. Indemnify and save the City harmless and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, and any tortuous or negligent act on the part of the School District, its agents, or employees. The School District will furnish the City a certificate of insurance covering these requirements;
 - b. Perform all maintenance and custodial work except as noted in paragraph 1-d;
 - c. Permit the Recreation and Community Programs Department to use the swimming pools by signing agreements entitled "Permit to Use School Buildings and Grounds for Non-School Activities"; and
 - d. Use the following schedule as guidelines in setting up agreements as listed in paragraph 2-c: The School District reserves the right to refuse to sign agreements which would conflict with school-sponsored activities and the exceptions listed in paragraph 1-h;
 - i. Holmes pool-Before 6:30a.m.and after 6:30p.m.during the school year;
 - ii. Peet pool-Before 6:30 a.m. and after 6:30 p.m. during the school year;
 - iii. Saturdays and Sundays except when needed by the School;
 - iv. During the summer except for Holmes pool which the School would need from Monday of the first full week in August until school starts. The School would need the pool from 6:00 a.m.to 8:30 a.m. and from 3:30 p.m.to 6:00p.m.;
 - v. During Christmas vacation except for three hours daily; and
 - vi. Times to be adjusted as required by mutual agreement between both parties.

MUTUAL COVENANTS

- 3. It is mutually agreed by and between the City and the School District that:
 - a. In the event the premises are substantially destroyed by fire or other casualty, this lease shall terminate. In such cases, the City would pay a prorated share of the expenses described in paragraph 1-f; and
 - b. The Superintendent and the Mayor or their representative shall jointly administer this agreement.

TERMINATION

- 1. This agreement may be terminated immediately by the non-breaching party in the event of breach of this agreement, provided that the breaching party is given a minimum of 30 days to cure the breach. This agreement may also be terminated upon 60 days advance notice by either party. In the event of termination other than for the School District's breach, the City shall pay a prorated share of the expenses described in paragraph 1-g

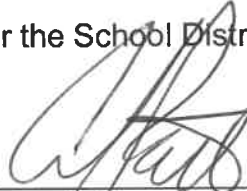
IN WITNESS WHEREOF the parties have hereunto set their hands the day and year above written.

For the City:

Robert M. Green
Mayor

City Clerk

For the School District:

 6/9/2020

Dr. Andy Pattee
Superintendent

Secretary



ADMINISTRATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 8, 2020
SUBJECT: Funding Agreement with Community Main Street

Attached is the agreement with Community Main Street (CMS). The agreement sets forth the requirements that must be met by CMA in order to receive \$16,500 of economic development funds for FY21.

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

FY2021 ECONOMIC DEVELOPMENT GRANT

AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT PROGRAM OF CEDAR FALLS COMMUNITY MAIN STREET

THIS AGREEMENT is entered into as of this 3 day of June, 2020, by and between the Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CMS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CMS has proposed to the City its "Main Street" philosophy, whereby CMS will use City funds to foster economic vitality while preserving and promoting the historic image and character of downtown Cedar Falls in order to benefit the City of Cedar Falls by implementing the regional promotion campaign; and

WHEREAS, the "Main Street" philosophy is explained in CMS's application filed with the City; and

WHEREAS, through the adoption of the FY21 Budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of the CMS and the City; and

WHEREAS, the CMS 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. The CMS 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. The CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. Recipient mission statement. The CMS 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 City Council, which is incorporated by reference in the CMS application.
3. Recipient documentation. Prior to receiving funding, CMS 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 CMS by the City, CMS shall utilize the funds for implementation of the Economic Development Programming aspect outlined in their application and for downtown “cleanliness and general upkeep”. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement. The CMS agrees to pursue new outside funding for the district, create promotions, recruit and support businesses, and carryout the myriad of individual tasks that result in a robust economic developmental effort for the district described in their application (hereinafter the "Project").

CMS will focus its efforts on the creation of new quality jobs, increased tax base and continued new investment within the district, and investment within the district along with related promotional and marketing efforts to increase and maintain the vitality of the district.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$16,500 in order to support implementation of the Economic Programming Project.

The project Budget is established as part of the Application. 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 section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** CMS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CMS’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 CMS employee or against a CMS employee by others will be borne by the CMS.

8. **Request for Payment.** All requests for payment or reimbursement from the economic development grant shall be submitted by CMS to the City on a biannual basis, specifically October 15, 2020 and April 15, 2021. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 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.** CMS agrees to provide the City with a written summary documenting the results of the Project on a biannual basis, specifically no later than October 13, 2020 and April 12, 2021. Such report shall include without limitation, details of the following activities:

- a. Design and historic preservation

- b. Business development and retention
- c. Promotion and marketing
- d. Member development, training and communication
- e. A summary of new investment and job creation/retention figures for the applicable reporting period.
- f. Identify specific economic development projects taking place in FY21.
- g. Streetscape Improvement and Cleanliness project

10. **Return of Funds.** In the event CMS does not use funds for the intended purpose(s) or in the event CMS 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, 2021.

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. This contract however does not prohibit the CMS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

12. **Recipient Board.** The Recipient Board, the Community Main Street Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement. The Mayor shall designate the Liaison(s) to serve on this Board.

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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

14. **Liability.** CMS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

15. **Legal Expenses.** The CMS 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 CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

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 completed. Any and all provisions of CMS's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

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, 2020 through and including June 30, 2021.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Community Main Street, Inc.

By: Kimberly J. Bauer

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



ADMINISTRATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 9, 2020
SUBJECT: Funding Agreement with Cedar Falls Community Main Street

Attached is the agreement to Support the Economic Development Program of Cedar Falls Community Main Street (CMS). The agreement sets forth the requirements that must be met by CMS in order to receive SSMID funds in FY21, which is estimated at \$261,820.

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

**AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT PROGRAM
OF
CEDAR FALLS COMMUNITY MAIN STREET**

FY21 SSMID FUNDS

THIS AGREEMENT is entered into as of this 5 day of June, 2020, by and between the Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council, by virtue of Cedar Falls City Ordinance §§ 2-676 et. seq., created a self-supported municipal improvement district as defined in Chapter 386 of the Code of Iowa; and

WHEREAS, the district is identified as the "Downtown Cedar Falls Self-Supported Municipal Improvement District", the purposes of which district are the undertaking of actions and the design and construction of any and all improvements authorized by Iowa Code Chapter 386, and the performance of administration, redevelopment and revitalization of the district; and

WHEREAS, CMS is the agency responsible for the administration, redevelopment and revitalization of the Downtown Cedar Falls Self-Supported Municipal Improvement District (hereinafter "SSMID"), and CMS will use City funds to foster economic vitality while preserving and promoting the historic image and character of downtown Cedar Falls in order to benefit the City of Cedar Falls; and

WHEREAS, CMS and the City have reached agreement on the precise terms and conditions under which the SSMID funds shall be administered and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** CMS 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. CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** CMS 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 Cedar Falls City Ordinance § 2-676.

3. **Description of Project.** In consideration for the funding provided to CMS by the City, CMS shall represent and advocate for the interests of economic development, tourism and quality of life in downtown Cedar Falls, as well as to perform the administration, redevelopment and revitalization of the district. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. CMS agrees to continue its implementation of the "Main Street" philosophy, (hereinafter the "Project"), to engage in the following economic development activities in downtown Cedar Falls:

- a. Design and historic preservation
- b. Business development and retention

- c. Promotion and marketing
- d. Member development, training and communication

4. **Funding.** The City agrees to provide funding in an amount estimated to be \$261,820 SSMID funds budgeted for FY2021, in order to support implementation of the Project. In no event shall the City be obligated to provide funding in excess of the taxes collected and deposited in the Downtown Cedar Falls Self-Supported Municipal Improvement District Operation Fund.

5. **Documentation Regarding Accounting of Expenditure of City Funds.** CMS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CMS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

6. **Salaries.** A portion of the City's funding, as outlined in Paragraph 4, may provide funding for a portion of the salaries and employee benefits. 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 CMS employee or against a CMS employee by others will be borne by CMS.

7. **Request for Payment.** All requests for payment or reimbursement from SSMID funds shall be submitted by CMS to the City on a biannual basis, specifically October 15, 2020, and April 15, 2021. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 5 and upon receipt of the Report on Project Results required in Paragraph 8. 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. Any additional SSMID funds collected after April 15, 2021, shall be remitted to CMS by June 30, 2021.

8. **Report on Project Results.** CMS agrees to provide the City with a written summary documenting the use of the SSMID funds on a biannual basis, specifically no later than October 15, 2020, and April 15, 2021. Such report shall include without limitation, details of the following activities:

- a. Design and historic preservation
- b. Business development and retention
- c. Promotion and marketing
- d. Member development, training and communication

9. **Return of Funds.** In the event CMS does not use funds for the intended purpose(s) or in the event CMS does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the fiscal year, which is June 30, 2021.

10. **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. This contract however does not prohibit CMS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Community Main Street Board of Directors, will be charged with planning for the appropriate expenditure of City SSMID funds in accordance with this Agreement. The Mayor shall designate the Liaison(s) to serve on this Board.

12. **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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CMS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** CMS 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 CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

15. **Participation in Project.** All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the SSMID funds provided pursuant to Cedar Falls City Ordinance §§ 2-676 et. seq. 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.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2020 through and including June 30, 2021.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Community Main Street, Inc.

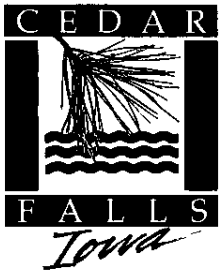
By: Kristy L. Bean

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



ADMINISTRATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 8, 2020
SUBJECT: Façade Improvement Fund Agreement with the Community Main Street

Attached is the agreement with Community Main Street (CMS). The agreement sets forth the requirements that must be met by CMS in order to receive \$18,000 for the implementation of their façade improvement program for FY21.

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

**FY21 FAÇADE IMPROVEMENT FUND AGREEMENT
WITH CEDAR FALLS COMMUNITY MAIN STREET**

THIS AGREEMENT is entered into as of this 3 day of June, 2020, by and between Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the Economic Development Fund Review Committee seeks to encourage economic development in Cedar Falls through offering a portion of this funding to eligible agencies to administer façade improvement programs that target commercial buildings; and

WHEREAS, CMS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, CMS has proposed to the City to foster economic vitality within the Central Business District Overlay through a façade improvement program outlined in their application; and

WHEREAS, the "Main Street" philosophy is explained in CMS's application filed with the City; and

WHEREAS, through the adoption of the FY21 Budget, the City Council of the City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of CMS and the City; and

WHEREAS, CMS 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.** CMS 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. CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** CMS 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 City Council, which is incorporated by reference in the CMS application.
3. **Recipient documentation.** Prior to receiving funding, CMS 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. 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 CMS by the City, CMS shall utilize the funds for implementation of the façade improvement program outlined in their application (hereinafter the "Project"). Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement.

Eligible façade programs must contribute to and/or promote economic development and/or increase taxable valuation in Cedar Falls.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$18,000 in order to support implementation of the Project. The project Budget is established as part of the Application.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** CMS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CMS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Payment.** City will provide Funding to CMS by July 15, 2020.

8. **Report on Project Results.** CMS agrees to provide the City with a written summary documenting the results of the Project on an annual basis, specifically no later than June 1, 2021. Such report shall include without limitation, details of the following activities:

- a. A list of all applications received for their façade improvement program with a short explanation on why projects were either denied or approved.
- b. A breakdown of funds spent for each approved project, including copies of invoices for work completed.

9. **Return of Funds.** In the event CMS does not fully utilize the funding amount, or does not use funds for the intended purpose(s) or in the event CMS does not comply with the reporting requirements of Paragraph 8 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, 2021.

10. **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.

11. **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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

12. **Liability.** CMS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

13. **Legal Expenses.** CMS 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 CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

14. **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 completed. Any and all provisions of CMS's application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

15. **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.

16. **Term of Agreement.** This Agreement covers the period from July 1, 2020 through and including June 30, 2021.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Community Main Street, Inc.

By: Kimberly U. Beck

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



ADMINISTRATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 8, 2020
SUBJECT: Funding Agreement with College Hill Partnership

Attached is the agreement with College Hill Partnership (CHP). The agreement sets forth the requirements that must be met by CHP in order to receive \$4,200 of economic development funds for FY21.

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

FY21 ECONOMIC DEVELOPMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
COLLEGE HILL PARTNERSHIP**

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the College Hill Partnership, (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, CHP is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CHP has proposed to the City its plan to continue to revitalize and enhance the economic environment in the College Hill District, whereby CHP will use City funds for improving the optics and environment surrounding the hill, in order to benefit the City of Cedar Falls through the revitalization and promotion of the College Hill area; and

WHEREAS, CHP's project is explained in CHP's application filed with the City; and

WHEREAS, through the adoption of the FY21 Budget the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of CHP and the City; and

WHEREAS, CHP 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.** The CHP 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. The CHP shall provide proof of tax exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CHP 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 City Council.

3. **Recipient documentation.** Prior to receiving funding, CHP 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 CHP by the City, the CHP shall utilize the funds to continue its mission to revitalize and enhance the economic environment in the College Hill District, by using the funds to purchase a gum removal tool, and to continue the beautification and aesthetic caretaking of the College Hill District (hereinafter the "Project").

Additionally, the intended outcome of the Project is direct new job creation and investment on College Hill. Documented results of actual job creation and new investment or reinvestment on College Hill will be a priority of CHP. Focus of the CHP should include the ongoing implementation of the College Hill Self Supported Municipal Improvement District (SSMID), along with the aggressive marketing and utilization of the recently established College Hill Urban Renewal and College Hill Urban Revitalization programs. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CHP agrees to implement the Project to aid in revitalization efforts of the College Hill District in Cedar Falls.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$4,200 in order to support implementation of the Project. \$2,500 of this amount is to be used towards the purchase of a gum removal tool and \$1,700 of this amount is to be used to continue the aesthetic caretaking position, and to continue efforts in cleanliness, aesthetics, and general upkeep of the College Hill District.

The project Budget is established as part of the Application. 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 section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement from the economic development grant shall be submitted by CHP to the City on a biannual basis, specifically October 15, 2020 and April 15, 2021. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 8. 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.

8. **Report on Project Results.** The CHP agrees to provide the City with a written summary documenting the results of the Project within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, documented receipts, and results in numerical and/or narrative form for the following activities: economic

development promotion, membership development, and progress on filling store fronts, fundraising strategies for ongoing operations, SSMID implementation, generation of new TIF increment and taxable valuation, specific economic development projects taking place in FY21, and resolution of code enforcement issues.

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 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, 2021.

10. **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. This contract however does not prohibit the CHP from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** The CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** The CHP 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 CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **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 completed. Any and all provisions of CHP's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria which by law constitutes unlawful discrimination.

16. **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.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2020 through and including June 30, 2021.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

COLLEGE HILL PARTNERSHIP

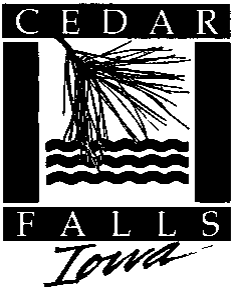
By: KE Sogard

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

**ADMINISTRATION**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 9, 2020
SUBJECT: Funding Agreement with College Hill Partnership

Attached is the agreement to Support the Economic Development Program of College Hill Partnership (CHP). The agreement sets forth the requirements that must be met by CHP in order to receive SSMID funds in FY21, which is estimated at \$32,970.

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

**AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT PROGRAM
OF
CEDAR FALLS COLLEGE HILL PARTNERSHIP

FY21 SSMID FUNDS**

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the College Hill Partnership (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council, by virtue of Cedar Falls City Ordinance §§ 2-685 et. seq., created a self-supported municipal improvement district as defined in Chapter 386 of the Code of Iowa.

WHEREAS, the district is identified as the "College Hill Self-Supported Municipal Improvement District", the purposes of which district are the undertaking of actions and the design and construction of any and all improvements authorized by Iowa Code Chapter 386, and the performance of administration, redevelopment and revitalization of the district.

WHEREAS, CHP is the agency responsible for the administration, redevelopment and revitalization of the College Hill Self-Supported Municipal Improvement District (hereinafter "SSMID"), and CHP will use City funds to develop and encourage retail businesses in the College Hill area by way of promotion, development, growth, and organization in order to benefit the City of Cedar Falls; and

WHEREAS, CHP and the City have reached agreement on the precise terms and conditions under which the SSMID funds shall be administered and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** CHP 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. CHP shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** CHP 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 Cedar Falls City Ordinance § 2-685.

3. **Description of Project.** In consideration for the funding provided to CHP by the City, CHP shall represent and advocate for the interests of economic development, tourism and quality of life in the College Hill area, as well as to perform the administration, redevelopment and revitalization of the district. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. CHP agrees to develop and encourage retail businesses by way of promotion, development, growth, and organization (hereinafter the "Project")

4. **Funding.** The City agrees to provide funding in an amount estimated to be \$32,970 SSMID funds budgeted for FY2021, in order to support implementation of the Project. In no event shall the City be obligated to provide funding in excess of the taxes collected and deposited in the College Hill Self-Supported Municipal Improvement District Operation Fund.

5. **Documentation Regarding Accounting of Expenditure of City Funds.** CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

6. **Salaries.** A portion of the City's funding, as outlined in Paragraph 4, may provide funding for a portion of the salaries and employee benefits. 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 CHP employee or against a CHP employee by others will be borne by CHP.

7. **Request for Payment.** All requests for payment or reimbursement from SSMID funds shall be submitted by CHP to the City on a biannual basis, specifically October 15, 2020, and April 15, 2021. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 5 and upon receipt of the Report on Project Results required in Paragraph 8. 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. Any additional SSMID funds collected after April 15, 2021, shall be remitted to CHP by June 30, 2021.

8. **Report on Project Results.** CHP agrees to provide the City with a written summary documenting the use of the SSMID funds on a biannual basis, specifically no later than October 15, 2020, and April 15, 2021. Such report shall include without limitation, details of the development of retail business in the area

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the fiscal year, which is June 30, 2021.

10. **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. This contract however does not prohibit CHP from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City SSMID funds in accordance with this Agreement. The Mayor shall designate the Liaison(s) to serve on this Board.

12. **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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** CHP 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 CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Participation in Project.** All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the SSMID funds provided pursuant to Cedar Falls City Ordinance §§ 2-685 et. seq. 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.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2020 through and including June 30, 2021.



ADMINISTRATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 8, 2020
SUBJECT: Façade Improvement Fund Agreement with the College Hill Partnership

Attached is the agreement with College Hill Partnership (CHP). The agreement sets forth the requirements that must be met by CHP in order to receive \$6,000 for the implementation of their façade improvement program for FY21.

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

**FY21 FAÇADE IMPROVEMENT FUND AGREEMENT
WITH COLLEGE HILL PARTNERSHIP**

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the College Hill Partnership, (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the Economic Development Fund Review Committee seeks to encourage economic development in Cedar Falls through offering a portion of this funding to eligible agencies to administer façade improvement programs that target commercial buildings; and

WHEREAS, CHP is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, CHP has proposed to the City to foster economic vitality within the College Hill District Overlay through a façade improvement program outlined in their application; and

WHEREAS, through the adoption of the FY21 Budget, the City Council of the City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of CHP and the City; and

WHEREAS, CHP 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.** CHP 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. CHP shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** CHP 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 City Council, which is incorporated by reference in the CHP application.

3. **Recipient documentation.** Prior to receiving funding, CHP 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. 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 CHP by the City, CHP shall utilize the funds for implementation of the façade improvement program outlined in their application (hereinafter the "Project"). Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement.

Eligible façade programs must contribute to and/or promote economic development and/or increase taxable valuation in Cedar Falls.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$6,000 in order to support implementation of the Project. The project Budget is established as part of the Application.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Payment.** City will provide funding to CHP by July 15, 2020.

8. **Report on Project Results.** CHP agrees to provide the City with a written summary documenting the results of the Project on a biannual basis, specifically no later than October 13, 2020 and April 12, 2021. Such report shall include without limitation, details of the following activities:

- a. A list of all applications received for their façade improvement program with a short explanation on why projects were either denied or approved.
- b. A breakdown of funds spent for each approved project, including copies of invoices for work completed.

9. **Return of Funds.** In the event CHP does not fully utilize the funding amount, or CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 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, 2021.

10. **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.

11. **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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

12. **Liability.** CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

13. **Legal Expenses.** CHP 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 CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

14. **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 completed. Any and all provisions of CHP's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

15. **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.

16. **Term of Agreement.** This Agreement covers the period from July 1, 2020 through and including June 30, 2021.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

College Hill Partnership

By: KE Sogard

City of Cedar Falls, Iowa

By: Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



ADMINISTRATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 8, 2020
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 \$27,500 of economic development funds for FY21, with the option for incentive payments. The FY21 agreement provides for a maximum incentive of \$22,000.

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

FY21 ECONOMIC DEVELOPMENT GRANT

**AGREEMENT TO SUPPORT "FULFILLING THE VISION" CAMPAIGN
FOR ECONOMIC VITALITY
OF
GROW CEDAR VALLEY**

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the Grow Cedar Valley (hereinafter "GCV"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, GCV is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; 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, through the adoption of the FY21 Budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, 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 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 proposed activities of GCV as outlined in their application 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 \$49,500 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 \$27,500, to be paid in two separate payments of \$13,750 on December 31, 2020, and June 30, 2021; and
- b. The \$27,500, 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) \$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 FY20 and/or

- 4) 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.

The incentive payments identified in Paragraph 5-c 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, 2020, and June 30, 2021.

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.

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, 2020, and June 30, 2021. 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, 2020, and May 1, 2021. 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 FY21).
- 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, 2021.

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. This contract however does not

prohibit GCV from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

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. The Mayor will represent the City of Cedar Falls on the Board.

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.

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.** GCV and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

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 completed. Any and all provisions of GCV's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

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, 2020 through and including June 30, 2021.

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

VISITORS, TOURISM AND CULTURAL PROGRAMS
 6510 HUDSON ROAD
 CEDAR FALLS, IOWA 50613
 PH: 319-268-4266
 FAX: 319-277-9707

MEMORANDUM

TO: Mayor Robert Green and City Council
FROM: Kim Manning *km*
DATE: June 10, 2020
SUBJECT: COMMUNITY BETTERMENT GRANT AGREEMENTS FOR FY21

Mayor and Council, please approve and sign the attached agreements for FY21 Community Betterment Grants.

Organization	Project	Amount
Cedar Falls Historical Society	Ice House Museum video	\$2,500
College Hill Partnership	Pettersen Plaza Improvements	\$5,000
FORTEPAN Iowa/UNI	10 building-side wheat paste murals	\$5,000
Volunteer Center of the Cedar Valley	Employee Volunteer Program	\$2,500
Waterloo-Cedar Falls Symphony	youth outreach	\$5,000
Sub Total		\$20,000
Hearst Center	Tent, banner, sign	\$1,873
Since the Hearst Center is a city agency, no agreement is needed.		
Total		\$21,873

I will be happy to return a copy of the signed agreements to each of the agencies.

Thank you.

Cc: Stephanie Houk Sheetz

FY2021 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
CEDAR FALLS HISTORICAL SOCIETY**

THIS AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the Cedar Falls Historical Society (hereinafter "CFHS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CFHS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CFHS has proposed to the City its video project whereby CFHS will use City funds to introduce visitors to the Ice House Museum, in order to benefit the City of Cedar Falls; and

WHEREAS, CFHS's project is explained in CFHS's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project 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 the CFHS and the City; and

WHEREAS, the CFHS 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.** The CFHS 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. The CFHS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CFHS 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 City Council.
3. **Recipient documentation.** Prior to receiving funding, CFHS 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 CFHS by the City, the CFHS shall use the funds to produce an introductory video for the Ice House Museum. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CFHS agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$2,500.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. 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 section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFHS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CFHS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CFHS to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.

8. **Report on Project Results.** CFHS agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CFHS does not use funds for the intended purpose(s) or in the event CFHS does not comply with the reporting requirements of Paragraph 8 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, 2021.

10. **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. This contract however does not prohibit the CFHS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Historical Society Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CFHS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CFHS 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 CFHS's performance, or the performance of CFHS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFHS.

15. **Terms of Agreement Control Over the 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 completed. Any and all provisions of CFHS's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **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.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2020 through and including June 30, 2021.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Cedar Falls Historical Society

By: Carrie Elderts

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2021 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
COLLEGE HILL PARTNERSHIP**

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the College Hill Partnership (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CHP is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CHP has proposed to the City its Pettersen Plaza Improvement Project whereby CHP will use City funds to purchase and install carousel tables in the plaza, in order to benefit the City of Cedar Falls; and

WHEREAS, CHP's project is explained in CHP's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project 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 the CHP and the City; and

WHEREAS, the CHP 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.** The CHP 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. The CHP shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CHP 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 City Council.
3. **Recipient documentation.** Prior to receiving funding, CHP 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 CHP by the City, the CHP shall use the funds to purchase and install carousel tables in Pettersen Plaza. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CHP agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$5,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. 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 section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CHP to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.

8. **Report on Project Results.** CHP agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 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, 2021.

10. **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. This contract however does not prohibit the CHP from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CHP 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 CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Terms of Agreement Control Over the 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 completed. Any and all provisions of CHP's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. 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.

17. Term of Agreement. This Agreement covers the period from July 1, 2020 through and including June 30, 2021.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

College Hill Partnership
By: KE Sogard

City of Cedar Falls, Iowa
By: Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2021 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
FORTEPAN IOWA/University of Northern Iowa**

THIS AGREEMENT is entered into as of this 4 day of June , 2020, by and between the FORTEPAN IOWA/University of Northern Iowa (hereinafter "UNI"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the UNI is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the UNI has proposed to the City its FORTEPAN IOWA project whereby UNI will use City funds to curate produce and install ten building-size wheat paste murals in and around Cedar Falls, in order to benefit the City of Cedar Falls; and

WHEREAS, UNI's project is explained in UNI's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project 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 the UNI and the City; and

WHEREAS, the UNI 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.** Fortepan Iowa/UNI 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. Fortepan Iowa/UNI shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** Fortepan Iowa/UNI 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 City Council.

3. **Recipient documentation.** Prior to receiving funding, Fortepan Iowa/UNI 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 Fortepan Iowa/UNI by the City, Fortepan Iowa/UNI shall use the funds to curate, produce and install ten building-size wheat paste murals in an around Cedar Falls. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The UNI agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$5,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. 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 section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** Fortepan Iowa/UNI shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining Fortepan Iowa/UNI's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by Fortepan Iowa/UNI to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.

8. **Report on Project Results.** Fortepan Iowa/UNI agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event Fortepan Iowa/UNI does not use funds for the intended purpose(s) or in the event Fortepan Iowa/UNI does not comply with the reporting requirements of Paragraph 8 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, 2021.

10. **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. This contract however does not

prohibit Fortepan Iowa/UNI from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the FORTEPAN IOWA/University of Northern Iowa, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** Fortepan Iowa/UNI and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** Fortepan Iowa/UNI 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 UNI's performance, or the performance of Fortepan Iowa/UNI's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of Fortepan Iowa/UNI.

15. **Terms of Agreement Control Over the 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 completed. Any and all provisions of Fortepan/UNI's

Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **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.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2020 through and including June 30, 2021.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

FORTEPAN IOWA/University of Northern Iowa

By: Bettina Fabos

Bettina Fabos

City of Cedar Falls, Iowa

By: Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2021 COMMUNITY BETTERMENT GRANT

AGREEMENT IN SUPPORT

OF THE

VOLUNTEER CENTER OF THE CEDAR VALLEY

THIS AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the Volunteer Center of the Cedar Valley (hereinafter "VCCV"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the VCCV is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the VCCV has proposed to the City its Employee Volunteer Program project whereby VCCV will use City funds to plan and manage efforts to motivate and enable employees to serve community needs, in order to benefit the City of Cedar Falls; and

WHEREAS, VCCV's project is explained in VCCV's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project 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 the VCCV and the City; and

WHEREAS, the VCCV 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.** The VCCV's 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. The VCCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The VCCV 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 City Council.
3. **Recipient documentation.** Prior to receiving funding, VCCV 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 VCCV by the City, the VCCV shall use the funds to plan and manage an Employee Volunteer Program to motivate and enable employees to serve community needs. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The VCCV agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$2,500.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. 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 section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The VCCV shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining VCCV's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by VCCV to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.

8. **Report on Project Results.** VCCV agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event VCCV does not use funds for the intended purpose(s) or in the event VCCV does not comply with the reporting requirements of Paragraph 8 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, 2021.

10. **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. This contract however does not

prohibit the VCCV from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Volunteer Center of the Cedar Valley Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** VCCV and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The VCCV 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 VCCV's performance, or the performance of VCCV's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of VCCV.

15. **Terms of Agreement Control Over the 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 completed. Any and all provisions of VCCV's

Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **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.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2020 through and including June 30, 2021.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Volunteer Center of the Cedar Valley
By: Lauren

City of Cedar Falls, Iowa
By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2021 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
WATERLOO-CEDAR FALLS SYMPHONY**

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the Waterloo-Cedar Falls Symphony (hereinafter "WCFS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the WCFS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the WCFS has proposed to the City its education program for Cedar Valley Youth whereby WCFS will use City funds to support Lollipop Concerts, Instrument Petting Zoos, Ensembles in Schools, Young Artist Concerto Competition, Youth Concerts, and travel to attend the Carnegie Hall Link Up Music Education program, in order to benefit the City of Cedar Falls; and

WHEREAS, WCFS's project is explained in WCFS's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project 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 the WCFS and the City; and

WHEREAS, the WCFS 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.** The WCFS 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. The WCFS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The WCFS 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 City Council.

3. **Recipient documentation.** Prior to receiving funding, WCFS 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 WCFS by the City, the WCFS shall use the funds to support Lollipop Concerts, Instrument Petting Zoos, Ensembles in Schools, Young Artist Concerto Competition, Youth Concerts, and travel to attend the Carnegie Hall Link Up Music Education program. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The WCFS agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$5,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. 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 section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The WCFS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining WCFS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by WCFS to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.

8. **Report on Project Results.** WCFS agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event WCFS does not use funds for the intended purpose(s) or in the event WCFS does not comply with the reporting requirements of Paragraph 8 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, 2021.

10. **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. This contract however does not

prohibit the WCFS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Waterloo-Cedar Falls Symphony Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **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.

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, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** WCFS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The WCFS 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 WCFS's performance, or the performance of WCFS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of WCFS.

15. **Terms of Agreement Control Over the 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 completed. Any and all provisions of WCFS's

Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **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.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2020 through and including June 30, 2021.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Waterloo-Cedar Falls Symphony

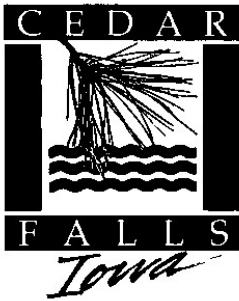
By: 

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: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Chris Sevy, Planner I
DATE: June 10, 2020
SUBJECT: Rental to Single Family Owner Conversion Incentive Program:
 610 W 6th Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Maribeth Boelts recently purchased the property at 610 W 6th Street. The owner has submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirements for the program: has been a rental for at least last three years (since 2012), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

Maribeth Boelts is proposing to replace the siding on the garage and house, put in a new sidewalk/path leading to the porch, and replace the porch with trex materials and wrought iron. Staff visited the site and confirmed that updating these exterior features will be an appropriate use of program funds. Based on the submitted bids by Meester Construction and Sweerin Bros Masonry, the projected cost of the improvements listed is \$10,175.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director
 Karen Howard, Planning & Community Services Manager

This instrument was drafted by: Chris Sevy, Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$ 10,000.00

Date: _____

RE: Property located at: 610 W 6th Street
and legally described as HARTMAN AND SPEERS ADDITION W 57 1/2 FT LOT 1 BLK 4

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Maribeth Boelts (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;

- E. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:
- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner’s principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner’s principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, “medical circumstances beyond the reasonable control of the Owner” shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner’s medical doctor as more suitable for the health and care of the Owner.

 Maribeth Boelts
 OWNER

 OWNER

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

This instrument was acknowledged before me on the ____ day of _____, 2020, by Maribeth Boelts

 Notary Public in and for the State of Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO SINGLE FAMILY OWNER CONVERSION INCENTIVE PROGRAM
APPLICATION

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

Property's Address: 610 West 6th St. Cedar Falls

Property Zoning (circle one): R1, R2, Other

Name of Applicant: Maribeth Boelts

Applicant's Email: maribethboelts@gmail.com Daytime Phone #: 319-230-9064

Current Deed Holder or Contract Buyer: Maribeth Boelts

Mailing Address of Owner (if different than above): same

Owner's Email: same Daytime Phone #: same

Nature of improvements (specify): Siding, new front porch, replace sidewalk to porch
(since August, I have gutted the interior, replaced all windows, and added new gutters)

Estimated or Actual Cost of Improvements: \$9,000

Proposed Start Date: June 2020 Estimated or Actual Date of Completion: August 2020

Lender: Veridian Credit Union Daytime Phone #: 800-235-3228

Lender Address: 1827 ansborough Ave Waterloo

Applicants Signature: Maribeth Boelts Date: 5-17-20

Name (Printed): Maribeth Boelts

FOR CITY USE ONLY

Table with 2 columns: CITY COUNCIL and ASSESSOR. Rows include Application Approved/Disapproved, Reason (if disapproved), Date, Resolution No., Attested by the City Clerk, Present Assessed Value of Structure, Assessed Value with Improvements, Eligible or Non-eligible for Tax Abatement, Assessor, and Date.

There is 1 photo of parcel 891412311003.

Item 35.



My husband died in July 2020. I decided to downsize and purchased 610 West 6th Street in Cedar Falls on 09/04/2020. It was a rental for many years, and though it needed attention due to deferred maintenance, I could see the diamond in the rough. The culture of the neighborhood, however, was the biggest draw.

We gutted the inside, finished a small attic space, added a new kitchen, new windows, gutters, deck, and a sliding glass door. I have been adding landscaping this spring as well.

The vinyl siding is old, dented, and faded. The vinyl front porch steps are broken, and the porch floor is very slippery in the winter. The sidewalk leading up to the porch is in poor condition. I would like to replace the siding on the garage and house, and have gotten an estimate on that. I would also like to replace the front porch with Trex materials and wrought iron, but with the same "footprint" as the original porch.

With new siding, sidewalk, and porch, this small house would look like the person there has real pride in ownership, and it would match the beauty of the interior. I was recently stopped by a mail carrier who thanked me for all the work I've been doing. He mentioned that it had been a rental property, and it was good to see it being cared for again.

Thank you for considering my request for funding for these projects.



MEESTER CONSTRUCTION

Kenny 319-231-3898
Kevin 319-404-8458
Parkersburg, Iowa 50665

Job Estimate with- Maribeth Boelts
610 West 6th Street
Cedar Falls, Ia 50613

DATE:

QTY.	DESCRIPTION	PRICE	AMOUNT
	Estimate for siding, deck		
	disposal and Labor		9,500.00

For reference on the substantial investments made so far, here are improvements done on the interior:

- New kitchen with cabinets, quartz countertops, appliances, sink, flooring
- New Heartland windows throughout house
- New front door
- New window coverings
- Smoke alarms and CO detectors added
- Opened up the dining room to the living room
- New gutters
- Converted attic to an office space
- Installed a mini-split heating and cooling unit for attic space
- Added insulation to the attic rafters
- New sink, vanity, cabinet, toilet and faucetry in the bathroom
- New vinyl privacy fence
- New electrical subpanel
- New water softener
- Sealed basement walls
- New hose spigot
- New cedar deck
- Added a slider to the deck
- New can lighting both upstairs in the attic and downstairs on main level
- Painted every room
- Added landscaping-- dozens of hostas, and brick border
- Overseeded the lawn

Before pictures:

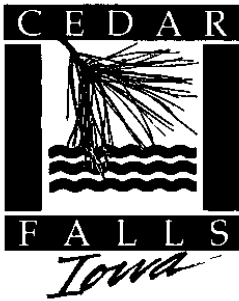


During improvements:



After Pictures:





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), Planner I
DATE: June 10, 2020
SUBJECT: Rental to Single Family Owner Conversion Incentive Program:
 2604 Iowa Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Michael and Jean Nies recently purchased the property at 2604 Iowa Street. The owners have submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirements for the program: has been a rental for at least last three years (since 2017), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

Michael and Jean Nies are proposing to replace the siding, soffits and window trim of the house, which are significantly deteriorated and in poor condition. The other part of proposal includes repairing the porch, which is not stable and needs fixing for safety purposes. Based on the submitted bids by Quegg Sidings, Windows and Roofing, the actual cost of the improvement listed is \$12,914.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director
 Karen Howard, Planning & Community Services Manager

This instrument was drafted by: Jaydevsinh Atodaria (JD), Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$ 10,000.00

Date: _____

RE: Property located at: 2604 Iowa Street
and legally described as NORMAL ADDITION LOT 8 BLK 25 & W 1/2 ALLEY ADJ ON E
LOT 8

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Michael and Jean Nies (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;

- E. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:
- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner’s principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner’s principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, “medical circumstances beyond the reasonable control of the Owner” shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner’s medical doctor as more suitable for the health and care of the Owner.

 Michael Nies
 OWNER

 Jean Nies
 OWNER

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

This instrument was acknowledged before me on the ____ day of _____, 2020, by Michael and Jean Nies

 Notary Public in and for the State of Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO SINGLE FAMILY OWNER CONVERSION INCENTIVE PROGRAM
APPLICATION

City of Cedar Falls
220 Clay Street
Cedar Falls. Iowa 50613

Property's Address: 2604 Iowa St. Cedar Falls, IA 50613

Property Zoning (circle one): R1, R2, Other

Name of Applicant: Michael and Jean Nies

Applicant's Email: nies_michael@hotmail.com Daytime Phone #: 316-833-0304

Current Deed Holder or Contract Buyer: Michael and Jean Nies

Mailing Address of Owner (if different than above):

Owner's Email: Daytime Phone #:

Nature of improvements (specify): Adding vinyl siding; repairing damaged soffits; adding window trim; repairing sagging porch pillar, damaged soffits, and crumbling concrete steps; painting porch and steps.

Estimated or Actual Cost of Improvements: \$13,000

Proposed Start Date: June 27, 2020 Estimated or Actual Date of Completion: Nov. 1, 2020

Lender: Daytime Phone #:

Lender Address:

Applicants Signature: Michael Nies Date: 06/02/2020

Name (Printed): Michael Nies

FOR CITY USE ONLY

Table with 2 columns: CITY COUNCIL and ASSESSOR. CITY COUNCIL section includes Application Approved / Disapproved, Reason (if disapproved), Date, Resolution No., and Attested by the City Clerk. ASSESSOR section includes Present Assessed Value of Structure, Assessed Value with Improvements, Eligible or Non-eligible for Tax Abatement, Assessor, and Date.

2604 Iowa Street: Proposed Updates

We are purchasing this former rental property with the intent to make this our family's home for years to come. This is a large, old house on the corner of its block. Its size and location make it highly visible to the surrounding neighborhoods. The updates that this grant would allow us to do will improve the safety and longevity of the house, as well as give the corner of this block a polished look. These projects include siding the house, replacing damaged soffits and missing trim, and repairing and painting the front porch area.

Siding, Trim, and Soffits

These updates address significant issues found by the inspector, such as preventing birds, bats, and insects from getting into the attic; keeping water and moisture out of the house; as well as improving the aesthetics of the house.

Vinyl siding would be added to cover the old, wood lap siding that would need to be painted soon and would not hold paint very well moving forward. "Double 3" siding panels would be used in order to maintain the original style of the house, which was built in 1920. The siding would be blue-gray ("Mystic Blue" in Alside's Coventry line). This is similar to the recently vinyl-sided garage on the property. The window trim would be white aluminum, providing a sturdy, bright update for all windows and adding framing and trim to one large window that currently lacks both. In conjunction with the siding, the damaged soffits on the east side of the house would be repaired or replaced.

Front Porch and Steps

The front porch and steps are prominent features on the house and highly visible from both adjacent streets. However, they are in significant disrepair and make the house appear run-down at first glance. Updating the them will give the whole house a much needed facelift, improve the safety of using the front steps, and prevent further insect infestation in the porch ceiling.

The sagging roof on the front porch would be fixed by replacing the rotten wood at the base of the crooked front corner post. The damaged porch soffit/ceiling and fascia would also be replaced. The crumbling side walls of the front steps would be replaced with new bricks and capstones. Upon completion of these projects, the entire porch and steps would be repainted in blue and white to match the siding and trim of the newly-sided house.

Rental Conversion Application

Michael & Jean Nies

2604 Iowa Street

Cedar Falls

Total Project Cost Breakdown

Sub-Project	Total \$ (aprx.)
Siding (including soffits and window trim)	\$10,700
Porch soffits and post repair	\$ 1,825
Porch steps repair and paint	\$ 84
Porch paint	\$ 305
Total \$	\$12,914

QUEGG

Siding, Windows & Roofing

2008 Four Winds Drive
Cedar Falls, IA 50613
(319) 266-6768 (319) 269-5379 cell

PURCHASER Jean Nies Date May 29, 2020
 Int. Address 2604 Iowa Work phone 316 833 0304
 City Cedar Falls Zip 50613 Home phone _____
 Job Address _____ Other Mo. _____
 _____ Fax _____

Ref by _____

Quegg Siding, Windows & Roofing proposes to perform the following

Mistic Blue Vinyl Triple Siding

<p>Sidehouse with Coventry T-3 vinyl siding with P-14 Styrofoam Dacker - entire house Repair soffit on east side of house Cap/trim all openings with white customized aluminum - red drip cap Includes all accessories Tax & Permit</p>			
--	--	--	--

PAYMENT TERMS: 50% DEPOSIT / BALANCE DUE AT COMPLETION

Special Terms _____ Approved by: _____ Total \$ 10700
 CC# _____ (Mastercard, Visa or Discover Accepted) Less Deposit \$ _____
 EXP Date _____ Name on Card _____ Balance Due \$ _____
 Billing Zip _____ Balance credit card / Check _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreement contingent upon strikes, accidents or delays beyond our control. Buyer to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This contract shall be governed by the laws of the state of Iowa. Buyer agrees to pay for all costs, including attorney's fees, incurred by company to enforce this contract. Interest may be charged on overdue balances at 24% per annum.

Signed this May 29 day of _____ 20 20 Purchaser _____
 Estimator Bruce W. Quigg Printed Name _____

House Siding Estimate

Item 36.

Bruce Quigg

(includes house soffit repair and window trim):

\$10,700

QUEGG

Siding, Windows & Roofing

2008 Four Winds Drive
Cedar Falls, IA 50613
(319) 266-6768 (319) 269-5379 cell

PURCHASER Jan Nies Date 5-29-20
 Inv. Address 2609 Iowa Work phone 316-833-0304
 City Cedar Falls Zip IA 50613 Home phone _____
 Job Address _____ Other Mo. _____
 _____ Fax _____

Ref by _____

Quegg Siding, Windows & Roofing proposes to perform the following

Apply Bead Board on porch ceiling and
 cap/trim fascia - Repair/replace rotten
 wood

--	--	--	--	--

PAYMENT TERMS: 50% DEPOSIT / BALANCE DUE AT COMPLETION

Special Terms: _____ Approved by: _____

Total \$ 1800⁰⁰

CC# _____ (Mastercard, Visa or Discover Accepted)

Less Deposit \$ _____

EXP Date _____ Name on Card _____

Balance Due \$ _____

Billing Zip _____ Balance credit card / Check _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreement contingent upon strikes, accidents or delays beyond our control. Buyer to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This contract shall be governed by the laws of the state of Iowa. Buyer agrees to pay for all costs, including attorney's fees, incurred by company to enforce this contract. Interest may be charged on overdue balances at 24% per annum.

Signed this 29th day of May 2020 Purchaser _____
 Estimator Bruce W. Quigg Printed Name _____

Porch Soffit Repair Estimate

Bruce Quigg

Item 36.

\$1,800

Raber Const
319-464-2548

294232

To repair bad post
and soffit ceiling
on front porch
estimated cost
is \$1,825.
reside dormers @300 ea

**Porch Soffit
Post Repair
Estimate**

Item 36.

John Raber



\$1,825

CUSTOMER'S ORDER NO. 319-230-2486		DEPARTMENT	DATE 5-26-20	
NAME Oak Ridge Realtors		Sue Willet		
ADDRESS 2604 Iowa St		Cedar Falls		
CITY, STATE, ZIP				
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.
				W/DSE RETO.
				PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Reside house wrap all windows and		
2	doors with coil stock, Install housewrap		
3	@ 23¢ dble 4" Vinyl siding, 120ft under sill		
4	10.00, 1 JBC, 1 box J, 2 dryer vents		
5	2 spl. mounts, permit, labor		
6	new		
7	Estimate for Siding	\$10,925	
8			
9	To renovate porch, new soffit in ceiling		
10	wrap post's, fix broken post, side railings		
11	to match house, wrap top bench, @ 30¢ soffit		
12	Total labor and materials		
13	estimate	\$3,750	
14			
15	To rebuild new porch and use		
16	existing roof @ 30¢/sq ft with trex		
17	materials, estimate	\$15,000	
18	with treated wood estimate	\$8,800	



House Siding Estimate

John Raber

(includes soffit repair and new window trim):

\$10,925

HC-2005
7-30028-48350

KEEP THIS SLIP FOR REFERENCE

01-17

Material Cost for Front Steps

Item 36.

Item	Qty (aprx.)	\$/ea	Total \$ (aprx.)
12x12 Stone	8	\$1.58	\$13.00
8x4 Stone	30	\$0.58	\$17.50
Mortar	1	\$5.50	\$5.50
Paint	1	\$25.50	\$25.50
Trowel	1	\$7.00	\$7.00
Brush	1	\$5.50	\$5.50
Pail	1	\$4.50	\$4.50
Total \$ (w/tax)	-	-	\$84.00

Material Cost for Porch Paint


Item	Qty (aprx.)	\$/ea	Total \$ (aprx.)
Paint	9	\$30.00	\$270.00
Brushes	4	\$1.25	\$5.00
Roller Kit	1	\$10.00	\$10.00
Total \$ (w/tax)	-	-	\$305.00

Waterloo Lowe's > Open till 8PM!

Search by Name, Keyword or Item Number

Shop Ideas Savings Services Order Status Lowe's Credit Cards Weekly A

Outdoors / Pavers & Retaining Walls / Stones & Pavers / Pavers & Stepping Stones



\$1.58

★★★★★

View Q

Square Gray Concrete Patio Stone (Common 12-in x 12-in; Actual: 11.7-in x 11.7-in)
Item #19183 Model #104601999

- Ideal to overlay or create a new patio or walkway
- Traditional gray color
- Classic square shape with smooth surface

— 1 +
Qty


Item 36.

12x12 Stone
Need about 8 (\$12.64)

Waterloo Lowe's > Open till 8PM!

Search by Name, Keyword or Item Number

Shop Ideas Savings Services Order Status Lowe's Credit Cards Weekly A



\$.58

★★★★★

View Q

Holland Tan/Charcoal Concrete Paver
(Common: 4-in x 8-in; Actual: 3.8-in x 7.8-in)
Item #231673 Model #605053CHT

- Ideal to overlay or create a new patio or walkway
- Subtle blend of tan and charcoal color tones
- Classic, easy-to-install rectangular shape

— 1 +
Qty

Add to Cart

8x4 Stone
Need about 30 (\$17.40)

398

Waterloo Lowe's > Open till 8PM!

Search by Name, Keyword or Item Number


Shop Ideas Savings Services Order Status Lowe's Credit Cards Weekly

\$5.47 ★★★★★ [View](#)

QUIKRETE 60-lb Gray Type - N Mortar Mix
Item #10391 Model #110260

- Use for non structural construction and repair of brick, block and stone
- Use for non-structural walls, barbecues, pillars, planters, and veneers
- Tuck pointing mortar

— 1 +
Qty



Item 36.

Mortar
Need 1 (\$5.47)

Waterloo Lowe's > Open till 8PM!

Search by Name, Keyword or Item Number

Shop Ideas Savings Services Order Status Lowe's Credit Cards Weekly


Paint / Paint Supplies / Buckets & Bucket Accessories / Buckets

\$4.48 ★★★★★ [View](#)

Encore Plastics 5-Gallon General Bucket
Item #356492 Model #50640


- Used for paints, coatings, varnishes, water sealers, concrete patching compounds, asphalt coatings,
- Designed with reinforced Saturn rings around the top to prevent distortion when carried
- Uniform wall thickness for stacking strength

— 1 +
Qty



Pail
Need 1 (\$4.48)


399


 Waterloo Lowe's >
 Open till 8PM!

Search by Name, Keyword or Item Number

Shop Ideas Savings Services Order Status Lowe's Credit C

Building Supplies / Concrete, Cement & Masonry / Masonry Tools / Trowels



\$6.78 ★

BLACK JACK 11-7/8-in Trowel
 Item #388036 Model #9330-3-710


- Use with all patches and cements
- Has a durable 7 inch metal blade
- Overall length of trowel with hand

+
 Qty

Add to Cart


Item 36.

Trowel
 Need 1 (\$6.78)


 Waterloo Lowe's >
 Open till 8PM!

Search by Name, Keyword or Item Number

Shop Ideas Savings Services Order Status Low



\$5.48

Quickie Handle Scrub
 Item #85496 Model #25

- Extra-long poly fibers along irregular surface
- Treated with Microbial protection built into the bristles
- Sturdy, ergonomic design

+
 Qty

Out of 1

Brush
 Need 1 (\$5.48)


400

Waterloo Lowe's > Open till 8PM!

Search by Name, Keyword or Item Number

Shop Ideas Savings Services Order Status Lowe's Credit Cards Weekly Ad

Paint / Exterior Stains & Floor Coatings / Multi-Surface Coatings / Waterproofer



\$25.48 ★★★★★ 25 [View Q&A](#)

UGL White Flat Textured Waterproofer (Actual Net Contents: 128-fl oz)
Item #41348 Model #27513

- A masonry waterproofing paint
- Low-odor, water clean-up
- Rated #1 by a leading consumer ratings publication

Container Size
Gallon Size Container

1 **Hurry, Low in Stock**

Item 36.


Concrete Paint for steps
Need 1 (\$25.48)

Waterloo Lowe's > Open till 8PM!

Search by Name, Keyword or Item Number

Shop Ideas Savings Services Order Status Lowe's Credit Cards Weekly Ad

Paint / Exterior Stains & Floor Coatings / Porch & Floor Paint



\$29.98 ★★★★★ [View C](#)


Valspar Base 4 Tintable Satin Latex Base 4
Porch and Floor Paint (Actual Net Contents: 116-fl oz)
Item #49818 Model #009.0049818.007

- Non-glare, low-sheen finish stands up to the toughest indoor and outdoor conditions
- Ideal for use on properly prepared interior or exterior wood, concrete, and primed metal such as porch
- Durable enamel resists weather, wear and scratches

1 **Hurry, Low in Stock**

Tintable paint White and Blue (match to siding color) –
Need about 9 total (\$270)

401



KRAUSE & BECKER
 3 In. Professional Paint Brush -
 ECO Quality

★★★★★ (1,455) [Write a Review](#)

50% more bristles compared to standard paint brush


\$124

Compare to Purdy 19981 at \$18.99. **Save 93%**

1 [Add to Cart](#)

[+ Add to My List](#)

Paint Brush (2 sizes)
Need 4 (\$5.00)



Shur-Line
Premium 9 Piece Painting Set
 Blain # 484930 | Mfr # 2007030

Today's Price
\$999

★★★★★ (0) [Write a review](#)

- 1 + [Add to Cart](#)

Ship it
 Expect it by Mon 6/8 to **50613** [Change Zip Code](#)
 *This item cannot ship to California

Pick up at Store Always FREE!
 In Stock at **Cedar Falls** [Change Store](#)

[Earn points with this purchase!](#)

Paint Roller Kit
Need 1 (\$10.00)

2604 Iowa St., Cedar Falls

(Estimated)
Rendering of
house after
updates v



Current ^



Front Porch Projects



Damaged Porch Soffit and Fascia



Sagging Porch Post / Wood Rot



Crumbling Front Steps

Siding, Trim, and Soffits



Siding Paint / repair needed soon

Soffit Damage



Siding, Trim, and Soffits



Soffit Damage

Window Trim needed



Siding needing paint / repair / replacement



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

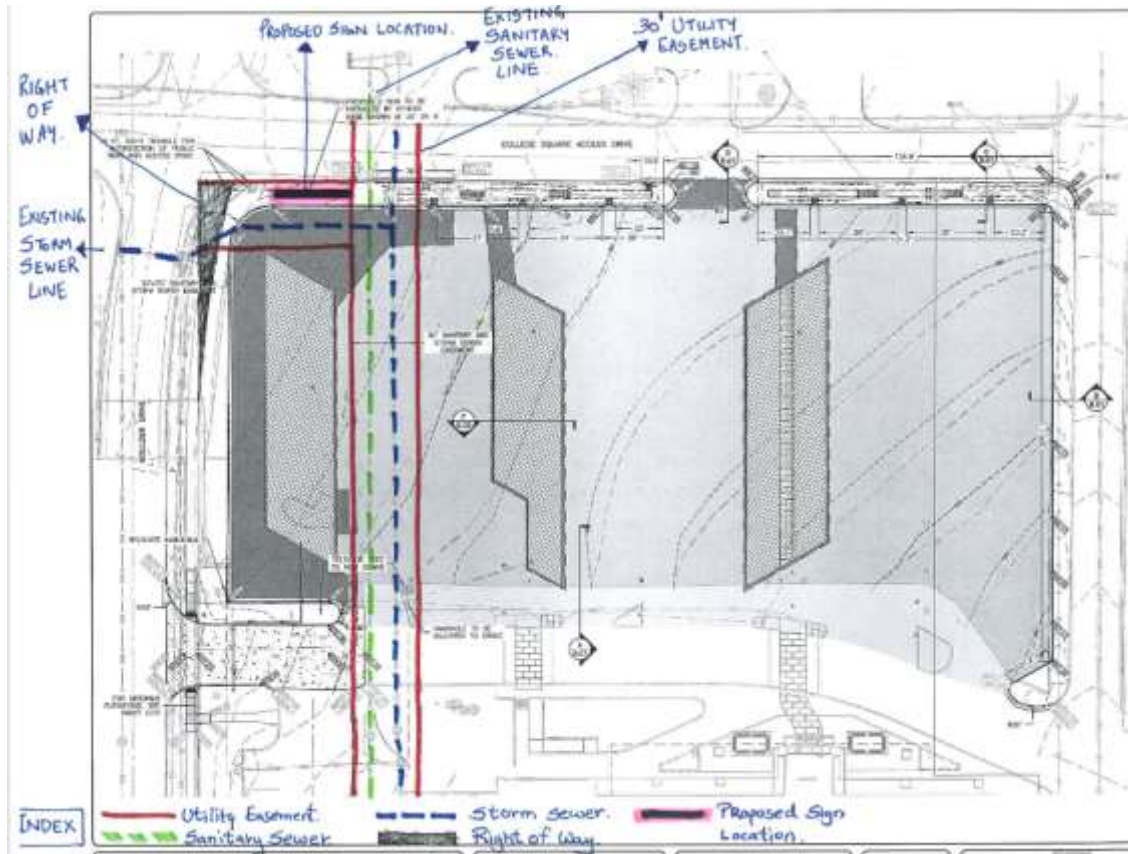
TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), Planner I
DATE: June 10, 2020
SUBJECT: Utility Easement Encroachment Agreement for owner "J Davis Properties, LLC."
 (6607 University Avenue)

PROPOSAL

This request includes approval of Utility Easement Encroachment Agreement so that the owner "J Davis Properties, LLC." can install a monument sign over the existing utility easements located on his property at 6607 University Avenue.

BACKGROUND

Several years ago, City Council approved the use of a general Encroachment Agreement that can be entered into between the City and a property owner requesting to utilize City right-of-way or easements for certain minor, unobtrusive improvements that would provide an enhancement to the site or a feature of community interest.





The engineer for the project, Fehr Graham, is upgrading the parking lot north of the Slumberland furniture store, installing stormwater quality improvements, repaving and re-stripping the parking lot and installing additional landscaping and street trees. As one element of those improvements, a new monument sign is proposed along the access drive from Boulder Drive into the larger College Square Mall development. The desired location for this new sign is within existing utility easements. The monument sign is approximately 34 feet wide by 9 feet tall with a stone masonry base, as illustrated above. The proposed sign would be located at the northwest corner of the lot, along the southern edge of the College Square access drive east of Boulder Drive. This location has good visibility from the entrance drive to the development, which parallels University Avenue.

As per Exhibit "C" attached to the Utility Easement Encroachment Agreement, the sign will be placed approximately 20 feet east of the Boulder Drive right-of-way at the northwest corner of the property at 6607 University Avenue, which is within the 30'X 70' utility easement. Staff finds that the proposed sign location would not cause any visual impairment to either vehicular or pedestrian traffic and would not be located directly over the existing storm sewer or sanitary sewer. Cedar Falls Utilities and City Engineering staff have reviewed the location of the sign and have no concerns, provided this easement encroachment agreement is in place to ensure that if future maintenance and repair is needed to the underground utilities, the cost of moving or replacing the sign will be borne by the owner.

STAFF RECOMMENDATION

The encroachment agreement was drafted by Fehr Graham and was reviewed by City staff and City Attorney Rogers. Staff recommends approval of the attached Utility Easement Encroachment Agreement between the City of Cedar Falls and the owner, J Davis Properties, LLC.

If you have any questions regarding this project, please contact the Community Development Department.

Xc: Stephanie Sheetz, Director of Community Development
Karen Howard, Planning and Community Services Manager

Prepared by: Fehr Graham 221 E. Main Street, Suite 301, Manchester, Iowa 52057

UTILITY EASEMENT ENCROACHMENT AGREEMENT

This Agreement is made and entered into by and between **J Davis Properties, LLC**, (hereinafter “Owner”) and the **City of Cedar Falls, Iowa** (hereinafter “City”), on the ____ day of June, 2020.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter “Property”) and;

WHEREAS, City holds an easement that lies on the north 30 feet of the west 70 feet of Parcel F, under and/or over said Property, which easement has been previously dedicated to the public and/or City of Cedar Falls use, the description of which easement has been duly recorded on the deed of record or plat for said Property and filed in the office of the Recorder of Black Hawk County, Iowa, as “Book 1 Page 607” (hereinafter “Easement”); and

WHEREAS, Owner proposes to install/place/construct the following improvement(s) within the area of said Easement, to wit: a sign as shown on Exhibit B, attached (hereinafter “Improvement”), to be located on the northwest corner of said Property as shown on Exhibit C (hereinafter “Improvement Location”); and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing;

NOW THEREFORE, in consideration of the promises herein, and other valuable consideration, the receipt of which is acknowledged by the parties, it is agreed as follows:

1. City is representing only the City, and the utilities (including Cedar Falls Utilities) and agencies of the City of Cedar Falls, Iowa. City is not representing the interests of, nor abridging or abrogating the rights of, any other authorized user of said Easement. Nothing herein shall be construed as waiving, reducing, diminishing or abandoning any of the City’s rights or interests in the Easement.
2. Owner is hereby granted a limited, non-transferable license and right to construct and maintain the Improvement within the area of the Easement at the Improvement Location as depicted in Exhibit C, subject to the terms herein, at Owner’s sole risk and expense.

3. Owner's construction, installation and maintenance of said Improvement shall not be in contact with or in conflict with nor damage nor destroy nor interfere with any current or future uses by the City within said Easement.
4. Owner shall not relocate, alter or enlarge Improvement without prior written approval of City.
5. Said Improvement shall not interfere with or obstruct access to said Easement by City and/or its utilities or agencies, nor shall said Improvement in any way encroach upon or impair or interfere with the use of streets or sidewalks or with the free and safe movement of foot or vehicular traffic.
6. In the event that the City and/or its utilities or agencies remove, maintain, construct, reconstruct, repair, replace, relocate or otherwise modify public infrastructure within the area of the Easement and such work cannot be accomplished in the sole discretion of the City without the removal of part or all, as the case may be, of the Improvement, then, upon reasonable notice from the City to Owner, Owner shall remove part or all of the Improvement as required by the City, at Owner's sole cost and expense. If Owner fails to act within a reasonable time to remove all or part of said Improvement as required, the City shall cause the Improvement or part of the Improvement to be removed, and the cost of such removal shall be paid by Owner. In the event that the Owner fails to pay the cost of such removal within thirty (30) days of the mailing to the Owner of an invoice for such costs, Owner authorizes the City to charge to the Owner the cost of the removal to be assessed against the Property.
7. Owner acknowledges and agrees that the City may, upon ninety (90) days advance written notice, terminate this Agreement and require Owner to permanently remove the Improvement from the area of the Easement at Owner's sole cost and expense, if the City determines the removal of the Improvement is necessary or appropriate in the City's sole discretion. If Owner fails to act within said ninety (90) days period to remove the Improvement, the City shall cause the Improvement to be removed, and the cost of such removal shall be paid by Owner. In the event that the Owner fails to pay the cost of such removal within thirty (30) days of the mailing to the Owner of an invoice for such costs, Owner authorizes the City to charge to the Owner the cost of the removal to be assessed against the Property.
8. Owner shall be responsible for repair and/or replacement at Owner's sole expense of the Improvement if damaged, destroyed or removed by City, as a result of work performed within said Easement.
9. City will replace and/or repair the ground beneath said Improvement only when City or its utilities or agencies actually perform work in said Easement.
10. Owner hereby forever releases the City from any and all claims, demands or causes of action which Owner has or may in the future against City (including, for purposes of this paragraph, employees, elected and appointed officials, and agents of City and the City's utilities and agencies) arising directly or indirectly from City or City's utilities or agencies working within said Easement, or from the repair, maintenance, construction, reconstruction, replacement, relocation, modification or removal of public infrastructure within said Easement. Owner shall indemnify and hold harmless said City from and against all demands, charges, losses, costs, and expenses including reasonable attorney fees and legal costs arising from the exercise by Owner

of any rights granted under this Agreement including, without limitation, the installation, ownership, use, repair, replacement, and removal of the Improvement by Owner, or the employees, contractors, agents and authorized representatives of Owner.

11. Acceptance of this Agreement does not relieve Owner or Owner's representatives from obtaining any other permits or approvals as may be required for the placement of said Improvement, and said placement and Improvement shall be subject to all appropriate federal, state, and local laws, ordinances, rules and regulations.

12. This Agreement shall constitute a covenant running with the land for the benefit of City and its utilities and agencies, their successors and assigns, and shall bind Owner and Owner's transferees, successors and assigns.

13. Owner shall record this Agreement as well as the City Council of the City's Resolution approving same, in the Office of the Recorder of Black Hawk County, Iowa, at Owner's cost.

14. This Agreement shall remain in full force and effect commencing on the date first listed above, until terminated by the City as set forth herein.

15. This Agreement, together with any exhibit referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by both parties, and approved by the City Council of the City.

IN WITNESS WHEREOF, the City and the Owner have executed this Utility Easement Encroachment Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

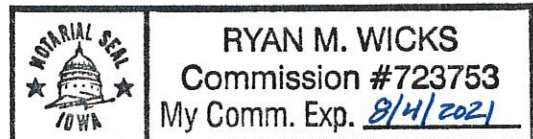
By: [Signature] **J Davis Properties, LLC**
Printed Name & Title: Jonathan Davis

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the 10th day of June, 2020 by Jonathan Davis as Owner of J Davis Properties, LLC.

[Signature]
Notary Public in and for the State of Iowa

City of Cedar Falls, Iowa



By: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

**Slumberland Site Improvements
17-012 - Phase 4
Maintenance and Repair Agreement - Exhibit A**

Property Legal Description

A Parcel of Land situation in part of the East Half of the Northeast Quarter of Section 24, Township 89 North Range 14 West, also being part of Parcel 2 of College Square Mall, described as follows:

Commencing at the Northeast Corner of the East Half of the Northeast Quarter of said Section 24;

Thence South 136.10 feet to the south right-of-way line of University Avenue;

Thence South 89°04'36" West 665.40 Feet;

Thence South 00°42'22" East 222.89 Feet, To the Northwest Corner of Said Parcel 2 and the Point of Beginning;

Thence North 89°17'38" East 336.94 Feet;

Thence South 00°38'14" East 273.02 Feet;

Thence North 89°16'00" East 47.64 Feet;

Thence South 00°51'50" East 275.02 Feet;

Thence South 89°23'12" West 385.01 Feet;

Thence North 00°42'22" West 547.39 Feet to the Point of Beginning, also known as Parcel F in College Square Mall First Addition, Minor Subdivision Plat as recorded as File 2013-00015198.

Excluding a Parcel of Land Located in Section 24, Township 89 North Range 14 West

Commencing at the Northeast Corner of Said Section 24;

Thence South 89°19'12" West 655.78 Feet;

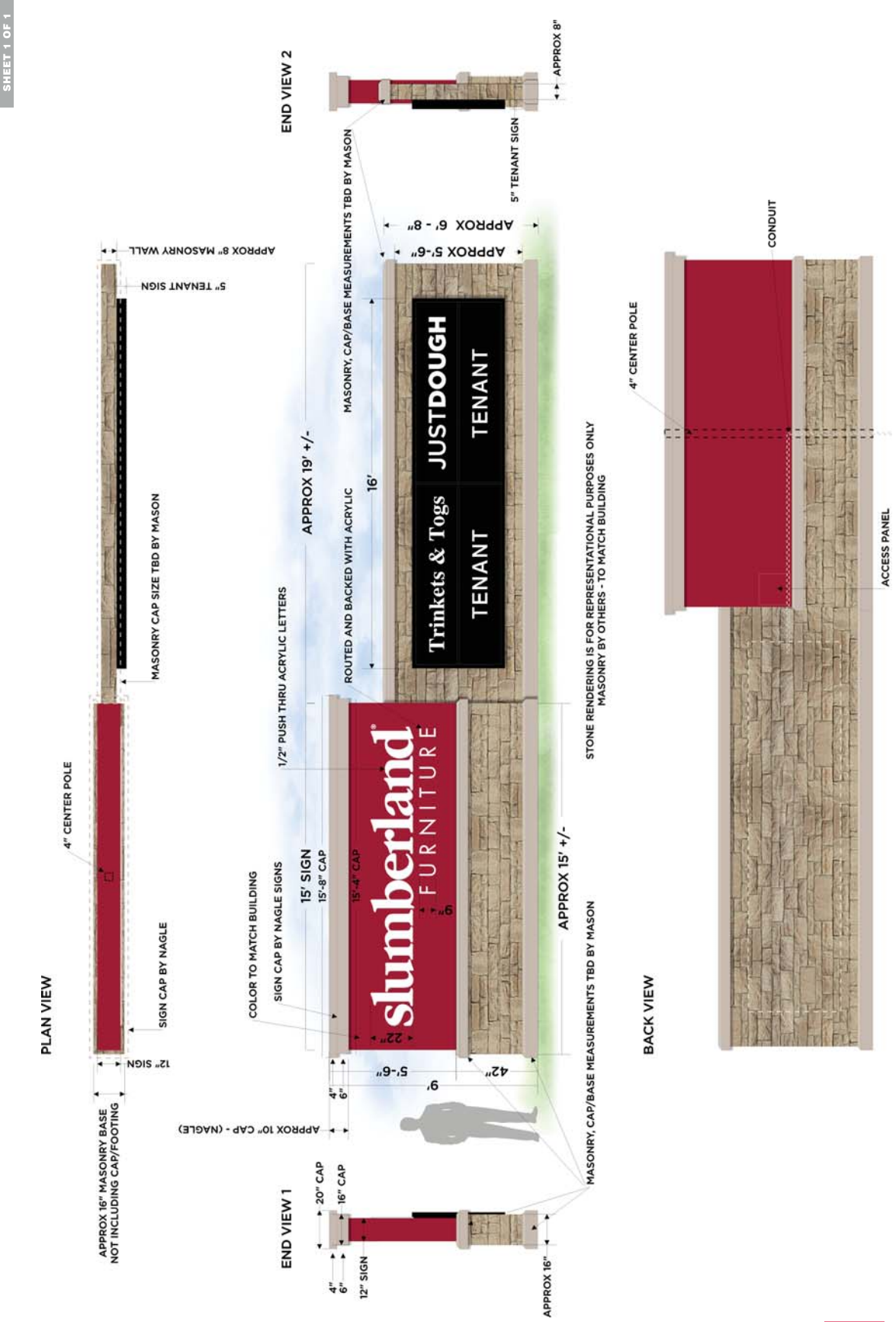
Thence South 00°42'22" East 361.63 Feet to the Point of Beginning.

Thence North 89°18'15" SEC E 16.07 Feet;

Thence South 91.23 Feet along the arch of a non-tangent curve concave East with a Central Angle of 10°27'53" having a radius of 499.5 Feet with a Chord that Bears South 08°20'12" West 91.10 Feet;

Thence South 03°06'16" West 25.54 Feet;

Thence North 115.46 Feet to the Point of Beginning.



PRINT SETTING - CHOOSE "ACTUAL SIZE" OR "100% SCALE"

WHEN PRINTED - IF YOU CAN SEE THIS TEXT, THIS ARTWORK IS NOT TO SCALE

Nagle Signs Inc.
 WATERLOO
 1020 Waterloo Ave. West
 Waterloo, IA 50704
 319-233-4604 • 800-728-4604
 Fax: 319-337-2514

MARSHALLTOWN
 602 Iowa Ave. West
 Marshalltown, IA 50158
 641-752-6688 • 888-656-7446
 Fax: 641-752-6968

PROJECT
 SLUMBERLAND FURNITURE

LOCATION
 CEDAR FALLS, IOWA

REPRESENTATIVE
 MASON FROMM

DESIGNER
 JESSICA KAISER

SKETCH #
 1-10-2020

SCALE
 1/4" = 10"

FILE NAME
 SLUMBERLAND/ CEDAR FALLS/ CF MONUMENT.PS

PRINT FILE(S)
 /

REVISION(S)
 1 2-26-2020
 2 3-2-2020
 3
 4

WORK ORDER #

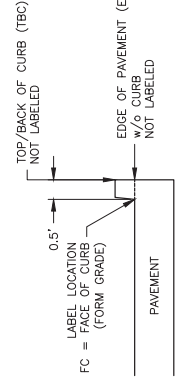
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 Color output may not be exact when viewing or printing this drawing. Please advise the correct PMS match & the revision will be made.

CLIENT APPROVAL
 SIGNATURE/DATE

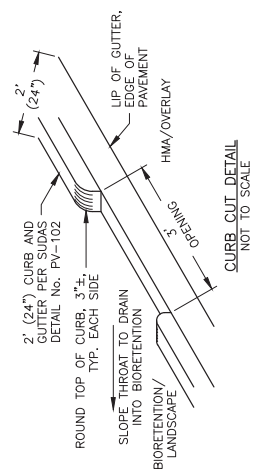
naglesigns.com

EXHIBIT C - SITE PLAN

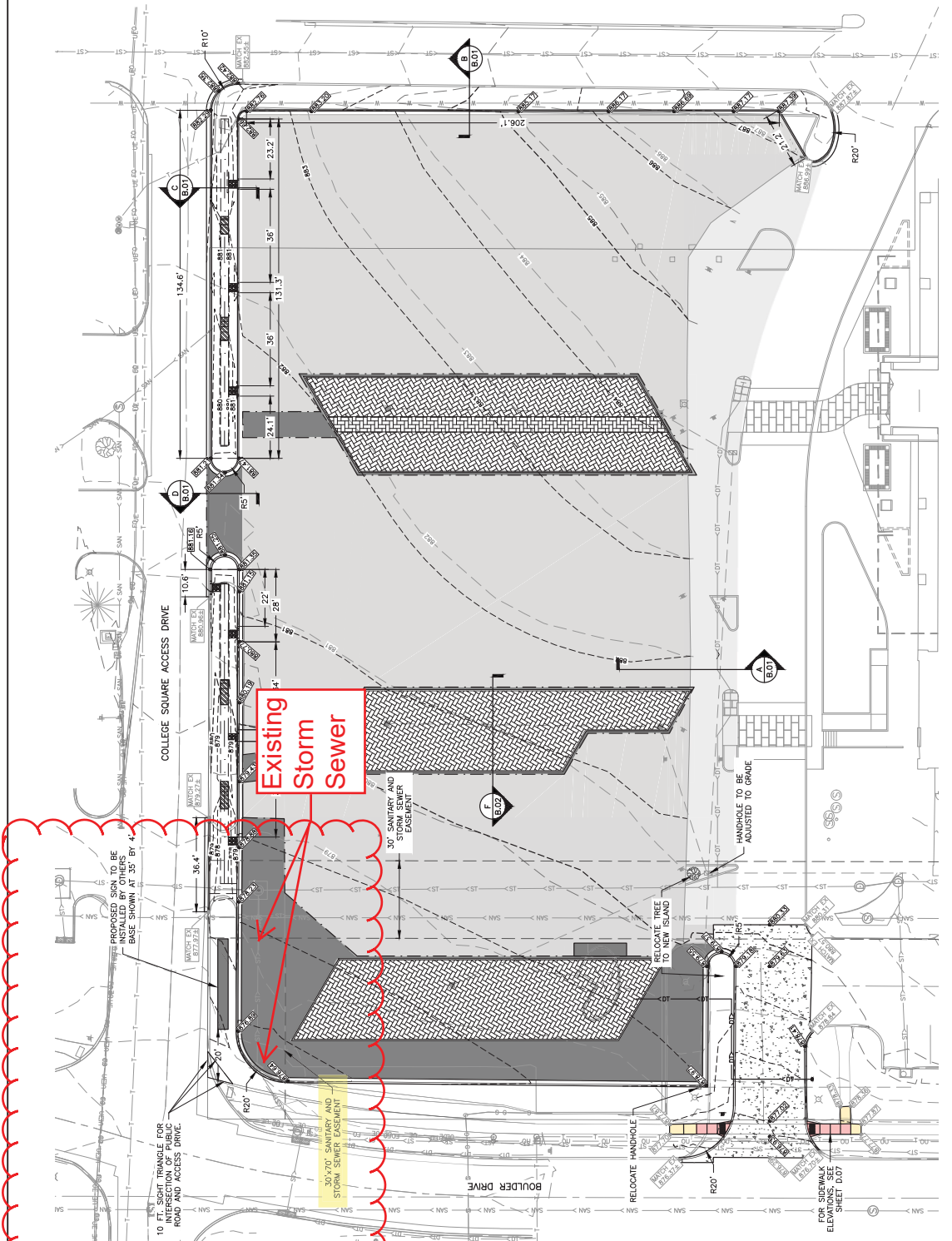
- LEGEND**
- 2" HMA PAVEMENT
 - HMA PATCH, FULL DEPTH ON 8" SUBBASE
 - 8" PCC ON 8" SUBBASE
 - 4" PCC SIDEWALK ON 4" SUBBASE
 - 6" PCC SIDEWALK ON 4" SUBBASE
 - PERMEABLE PAVERS
 - PERMEABLE PAVERS, WALKWAY



LABEL DETAIL FOR PCC CURB / EDGE OF PAVEMENT
NOT TO SCALE



- NOTES:**
1. ELEVATIONS SHOWN ARE FORM GRADE ELEVATIONS.
 2. RADIUS MEASUREMENTS ARE BACK OF CURB.
 3. SEE A33 FOR BENCHMARK INFORMATION.



JOB NUMBER: 17-012
SHEET NUMBER: 11

Item 37.

DRAWING: PAVING PLAN
SET TYPE: FINAL
DATE: 4/1/20

DESIGNER: AEC
DATE: 4/1/20
SCALE: AS NOTED

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- PHASE 4
CEDAR FALLS, IOWA

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
8607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

ILLINOIS IOWA WISCONSIN
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
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DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
220 CLAY STREET
PH: 319-273-8606
FAX: 319-273-8610

INSPECTION SERVICES
220 CLAY STREET
PH: 319-268-5161
FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
110 E. 13TH STREET
PH: 319-273-8636
FAX: 319-273-8656

**VISITORS & TOURISM/
CULTURAL PROGRAMS**
6510 HUDSON ROAD
PH: 319-268-4266
FAX: 319-277-9707

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: June 11, 2020
SUBJECT: Central Business District Overlay Site Plan Review: 312 W. 1st Street

REQUEST: Request to approve the Site Plan for 312 W. 1st Street (Case #SP19-017)

PETITIONER: Community Bank & Trust, Owner; Kirk Gross Company, Architects; VJ Engineering, Project Engineer

LOCATION: 312 W. 1st Street – Southwest corner of W. 1st Street and Clay Street

PROPOSAL

The applicant proposes to redevelop the property at 312 W. 1st Street with a new bank building. The property is 0.89 acres in area and is located in the C-2, Commercial Zoning district and within the Central Business District Overlay Zoning District (CBD). A previous proposal was submitted for the Planning & Zoning Commission's consideration at the March 11, 2020 meeting. That proposal was withdrawn by the applicant and this new proposed building and site design is now submitted for consideration.

The revised proposal includes the construction of a 2,900 square foot, single story building located at the northeast corner of the lot with its primary street frontage along Clay Street. The existing bank will be demolished and a temporary facility will be established on the site until construction of the new building is completed. Once complete, the temporary facility will be removed and the space converted into parking area and open space. The existing driveway from W. 1st Street will remain as a primary access to the site. Customer parking is located off the west side of the building and a canopy drive-thru is off the south side of the building with a secondary driveway onto Clay Street. Addition parking is located south of the drive-through canopy.



Existing

BACKGROUND

In the early 1980s, a restaurant was constructed at 312 W. 1st Street for the Hardee's corporation. Hardee's operated a restaurant on this site for approximately 20 years and in the early 2000s, Community National Bank purchased the property and converted the restaurant into a bank and constructed a small addition off the south side with a new entry off the north side of the building. Community National Bank, now known as Community Bank & Trust is planning to construct a new 2,900 square foot single story branch facility near the northeast corner of the lot. As part of this project, the bank will have a two-lane covered drive-through off the south side of the bank for teller service and ATM.

A courtesy mailing was sent to neighboring property owners on Thursday, June 4th, 2020.

ANALYSIS

All new building construction on properties located in the Central Business District Overlay must be reviewed by the Planning & Zoning Commission and approved by the City Council. This proposal qualifies as a substantial improvement under Section 26-189 CBD, Central Business District Overlay. This review entails a site plan review and an architectural design review for architectural compatibility with surrounding structures. Following is a review of the proposed building according to the zoning ordinance standards:

- a) Proposed Use: The proposed banking facility is permitted in the C-2 Commercial District and the CBD Overlay District. **Use permitted.**

- b) Setbacks: This particular property is located in the C-2 Commercial district and in the CBD Overlay District. In the C-2 district and the CBD Overlay, there are no minimum building setback requirements, but in the CBD Overlay there is a maximum building setback of 10 feet from any streetside property line. The following summarizes the building setbacks for the proposed bank building.
 - 8.5 feet from the north lot line along W. 1st Street
 - 17 feet from the east property line along Clay Street. **This exceeds the maximum setback standard in the CBD Overlay District.**
 - The applicant has requested an exception to the maximum setback standard as measured from Clay Street due to the sloping nature of the site and the space needed to provide an accessible and prominent entryway along Clay Street, along with the necessity of avoiding the storm sewer easement that cuts across the northeast corner of the site. The zoning ordinance allows such a request to be considered if there are characteristics of the site or building that makes it difficult or infeasible to meet the requirements of the CBD Overlay.
 - According to City Code Sec. 26-189(l), to be granted an exception the applicant must:
 - Provide a detailed explanation of why the specific standard cannot be met;

- show how the proposed building is uniquely designed to fit the characteristics of the site and the surrounding neighborhood; and is consistent with the purpose and intent of the CBD Overlay and will not detract from or be injurious to other properties in the vicinity;

The Planning & Zoning Commission or City Council may require an alternative design solution that is consistent with the intent of the standard being modified.

- Staff finds in this instance that the sloping nature of the site, the small size of the building, and the constraints on the buildable area of the site, due to the location of the storm sewer easement, make it difficult to meet the standard. Furthermore, staff finds that that the large stair and stoop and accessible ramp creates a prominent and accessible means of access to the building from Clay Street. **Therefore, Staff recommends approval of this exception to the maximum setback standard.**

- Approximately 95 feet from the west property line
- 135 feet from the south property line to the edge of the drive through canopy. While this side of the building faces toward 2nd Street, the bank has indicated their intention to make the southern portion of the lot available for additional development. The south side of the bank facility will no longer be visible from 2nd Street when the proposed additional development occurs, so staff considers this a temporary condition, so the south façade is not considered a street-facing façade for purposes of this review.

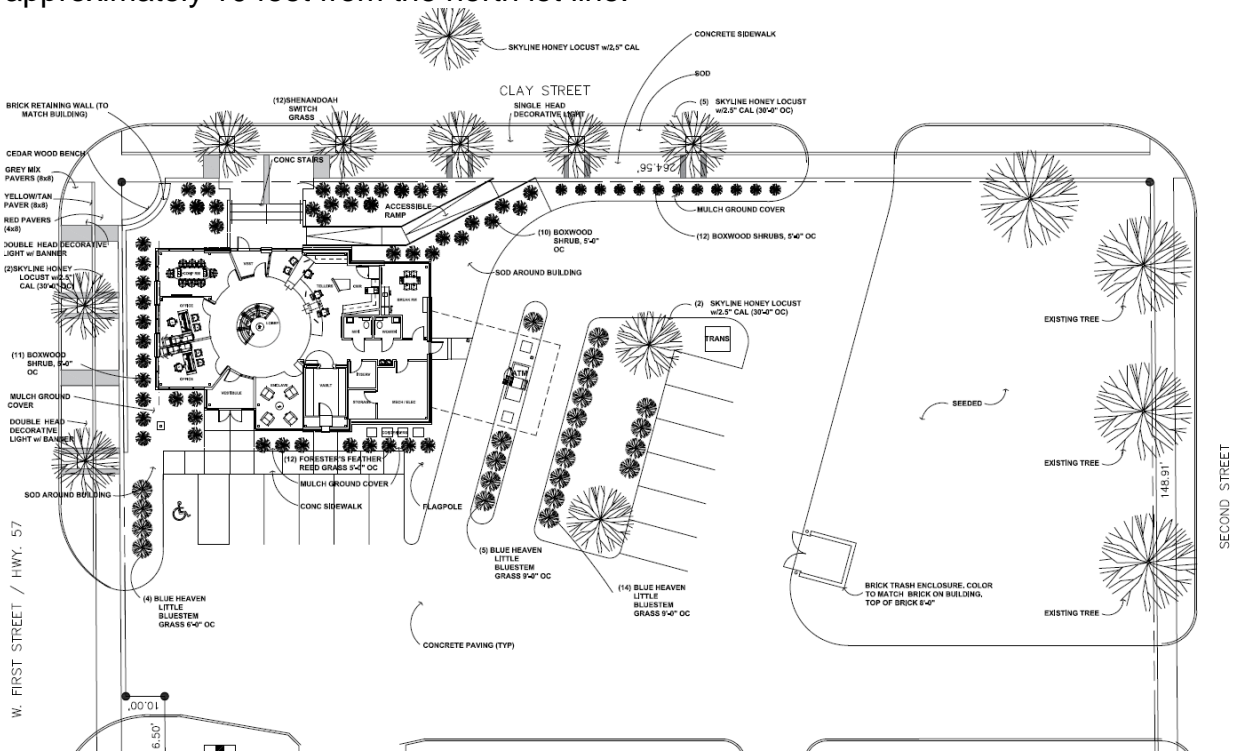
All setbacks meet the standards, except the maximum setback standard along Clay Street and the temporary situation with the setback from 2nd Street. Staff recommends approval of an exception based on the findings noted above.

- c) Access/Parking: The access location along W. 1st Street will remain in place after the construction of the new bank building. This access provides a north/south driveway from W. 1st Street to W. 2nd Street. There is an access easement over this existing drive, which will be retained to provide cross access to the neighboring property to the west. The existing driveway from Clay Street will also remain in place.

The site plan shows a customer drive-through with sheltering canopy off the south side of the building. Customers will circulate through the drive-through from west to east and exit to Clay Street through the east driveway. The drive-through provides adequate lane widths and room to maneuver the vehicles to exit the site. Per city code a bank drive-through must “provide three stacking spaces per teller” (Sec. 26-220(b)(4)). The proposal meets that requirement.

This property is located in the CBD overlay district, which does not require parking for commercial uses. However, customer and employee parking is provided on the site. The plan shows 12 stalls with 6 stalls, including a handicapped space along the west side of the building for customers and 6 stalls along the south side of the drive-through canopy for the employees. **Parking is not required, but is provided.**

- d) **Open Space/Landscaping:** There are no open green space requirements in the C-2 Commercial district. However, a parking lot must provide a minimum setback of 5 feet from the public right of way and screen parking areas from view of the public right-of-way. The access lane off the east side of the drive-through canopy is 5 feet from the east lot line and the parking stalls off the west side of the building are approximately 10 feet from the north lot line.



A continuous row of vegetative plantings are needed to screen the parking areas from the adjacent roadways. The landscaping plan shows a row of bluestem grasses along W. 1st Street and boxwood shrubs along Clay Street. Additional plantings are proposed along the west side of the building and the drive-through islands with feather reed grasses and bluestem grasses. There is also an area with switch grasses along Clay Street between the public sidewalk and access ramp to the patio area. Two honey locust trees are planted in the larger landscaped island south of the drive-through. Seven street trees are included in the public sidewalk area as part of the applicant's streetscape plan for this site.

The site plan also identifies improvements made to the public sidewalk area along W. 1st Street and Clay Street. The sidewalk along W. 1st Street will be constructed

with new brick pavers, street trees in grates, and a double-head decorative light with banner at the corner in accordance with the downtown streetscape plan. The current site plan shows a second double-head decorative light in the middle of the block on 1st Street. To be consistent with the streetscape plan, this should be switched to a single head light with banner pole. The City will work with the developer on the final layout of the streetscape elements to ensure they meet City specifications and placement requirements.

The sidewalk along Clay Street will be constructed of concrete with brick paver inserts, and street trees planted in a landscaped parkway between the sidewalk and the curb. A single-head decorative light will be installed mid-block along Clay Street. The City will work with the developer on the final layout of the brick pavers, sidewalk, and parkway design to be consistent with the Downtown Streetscape Plan. This development is an extension of the streetscape design that will be installed along Main Street and other areas of downtown as redevelopment occurs. It should be noted that decorative streetscape elements will not be installed in the sidewalk area that is south of the driveway on Clay Street at this time. It is anticipated that within approximately two years, there will be additional development proposed in the southern portion of the lot. Rather than install the decorative streetscape elements at this time and risk damage during redevelopment, staff is supportive of postponing installation of the streetscape. A timeline should be established in the development agreement to ensure eventual compliance. **Open Space/Landscaping requirements are satisfied.**

- e) Sidewalks: With construction of the new building, pedestrian access is provided along Clay Street to the east entrance of the bank. Due to the topography of the site, the entrance is elevated above the public sidewalk with steps and a handicapped accessible ramp up to a large stoop. **Sidewalk accommodations satisfied.**
- f) Building Design: Section 26-189(i), Central Business Overlay District requires design review of various elements to ensure that the proposed improvements are architecturally compatibility with surrounding structures.
 - a) **Proportion**: *“The relationship of width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building. An effort should be made to generally align horizontal elements along a street frontage, such as cornice lines, windows, awnings and canopies. The relationship of width and height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building. Particular attention must be given to the scale of street level doors, walls and windows. Blank walls at the street level are to be discouraged. Elements such as windows, doors, columns, pilasters, and changes in materials, artwork, or other architectural details that provide visual interest must be distributed across the facade in a manner consistent with the overall design of the building.”*

The proposed bank building is a single story structure located in the northeast corner of the lot. The adjacent Flowerama building is also a single story structure and the new mixed-use building located across Clay Street from the subject site is a 3-story building. The proposed building is 19 feet in height as measured from the finish floor elevation to the top of the roof. The photo below shows the proposed bank building in relation to the Flowerama site to the west and the newly constructed mixed-use building across the street to the east.



The site plan for the new bank utilizes the existing access easement that occupies the westerly 16.5 feet of the property. This essentially reduces the usable width of the lot for the building and parking stalls as indicated on the site plan. The proposed building, drive-through canopy and parking is placed in the northern 2/3s of the lot, which will allow future development in the south 1/3 of the property along W. 2nd Street. The intent of the CBD Overlay and the recently adopted Downtown Vision Plan is to encourage full utilization of building sites and urban buildings that are at least 2 stories tall, similar to the new mixed-use building located east of the subject site. While the proposed bank building does not fully meet that vision, the bank is reserving the remainder of the site for future development that is consistent with the vision plan and is proposing to construct a building that establishes a stronger presence at the corner of the site. The most recent design has a more traditional architectural style with a brick façade punctuated by a series of storefront window openings that are similar in rhythm and horizontal alignment with the new mixed-use building to the east. With an interior 14-foot floor to ceiling height and the tall storefront windows, the building gives the impression of a taller building. **Staff finds that the proposal is an acceptable design that satisfies the standard in the code.**

Roof shape, pitch, and direction: *The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.*

The proposed building is designed with a flat roof which is consistent with the existing downtown roof shapes, pitches, and directions. **The roof shape, pitch, and direction criterion is met.**

- b) ***Pattern:*** *Alternating solid surfaces and openings (wall surface versus doors and windows) in the front facade, sides and rear of a building create a rhythm*

observable to viewers. This pattern of solid surfaces and openings shall be considered in the construction or alteration of a building.

The proposed street-facing bank facades are designed with a rhythm of alternating window openings and solid brick surfaces typical of a modern storefront building. The west elevation has extensive window coverage as the bank desires to showcase this façade as a main entrance for customers arriving by car. The south side of the building has fewer openings as it will be largely shielded from view by the drive-through facility. **Staff finds that the proposed design meets the standard.**

- c) **Building Composition:** *To create visual interest and visually break up long building walls, facades on buildings greater than 50 feet in length shall be divided vertically into bays. Facade bays shall be a minimum of 20 feet wide and a maximum 40 feet wide. The bays shall be distinctive but tied visually together by a rhythm of repeating vertical elements, such as window groupings, pilasters, window bays, balconies, changes in building materials and textures, and/or by varying the wall plane of the facade.*



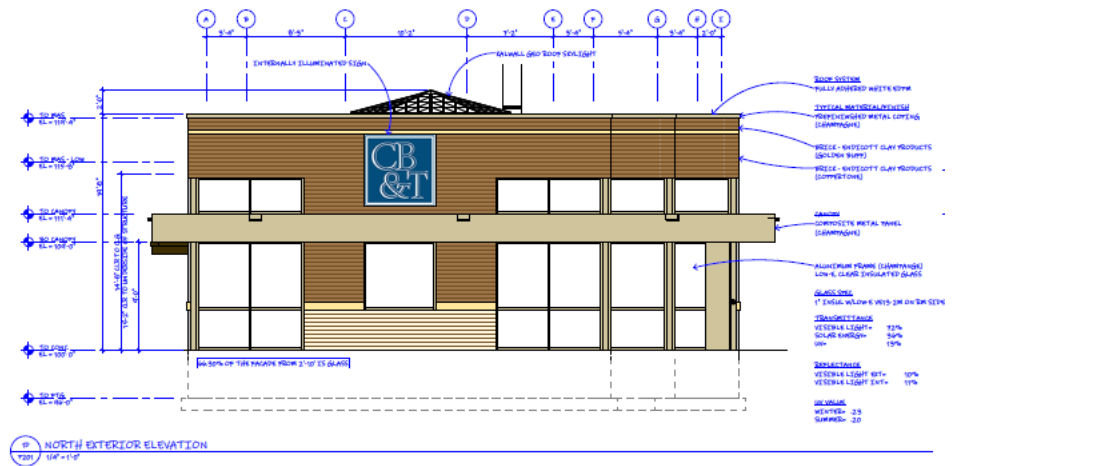
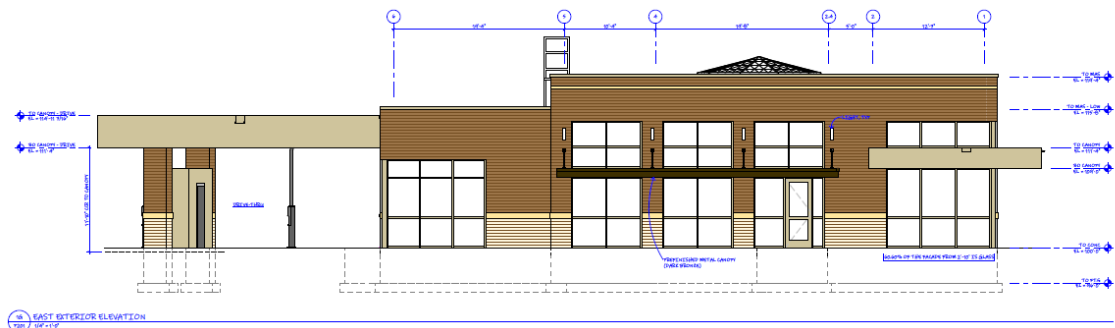
VIEW FROM CLAY STREET

This criterion is established to ensure that the building fits into the context of adjacent structures and to break up the mass and scale of larger buildings. The subject building is only one story tall, so does not create an imposing structure on the site. The standard applies to the street-facing facades. The 1st Street façade is approximately 35 feet wide, so does not need to be divided into modules. The Clay Street façade is approximately 70 feet in length and is divided into three discernible modules based on rhythm of solid surfaces and window groupings: an approximately 20-foot module at the corner with one larger window grouping with three lites, then a 35-foot module with three window openings of equal width with 2 lites each, then a change in plane that creates a third module at the southern end of the façade that is set back about 3 feet from the main façade and includes another large window group with three lites at the southeast corner of the building. **Staff finds that the design meets the building composition standard in the code.**

- d) **Windows and Transparency:** *The size, proportion, and type of windows need to be compatible with existing neighboring buildings. A minimum of 70% of the storefront area between 2 and 10 feet in height above the adjacent ground level*

shall consist of clear and transparent storefront windows and doors that allow views into the interior of the store. The bottom of storefront windows shall be no more than 2 feet above the adjacent ground level, except along sloping sites, where this standard shall be met to the extent possible so that views into the interior of the store are maximized and blank walls are avoided. Exceptions may be allowed for buildings on corner lots where window coverage should be concentrated at the corner, but may be reduced along the secondary street façade, and for repurposing of buildings not originally designed as storefront buildings (e.g. re-purposing of an industrial or institutional building). Transom windows are encouraged above storefront display windows. Glazing should be clear and transparent.

The proposed building includes a more traditional pattern of storefront windows than the previous design, which featured a large curtain wall of glass concentrated in one location. The revised design as described above includes a pattern of storefront window openings along the street-facing façade. The architect has calculated the window coverage along the Clay Street façade, which is the primary street façade, at 60.6%. Along the secondary street-facing façade along 1st Street the window coverage is 66.3%. The window glass is clear and transparent glass with a Low-E coating to enhance energy efficiency. The visible light transmission is fairly high at 72%, which will allow views into the interior.



The applicant has requested a minor adjustment to the window coverage standard from the 70% required. As stated above, the zoning ordinance allows such a request to be considered if there are characteristics of the site or building that makes it difficult or infeasible to meet the requirements of the CBD Overlay. Looking at the floor plan, it is clear that the bank has maximized window coverage around three sides of the building in locations that do not interfere with the needs for storage, vault space, and work areas. Windows are concentrated at the street corner as recommended in the code standard. Staff also notes that the windows include an additional bank of transom windows to allow light into the interior and additional verticality to the one story façade.

Given the size of the building and its location at a street corner, staff is in support of a minor adjustment to the window coverage standard as shown on the proposed plans.

- e) **Materials and texture:** *The similarity or compatibility of existing materials and texture on the exterior walls and roofs of the buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration will be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area. Street-facing facades shall be comprised of at least 50% brick, stone, or terra cotta. Side and rear walls shall be comprised of at least 25% brick, stone, or terra cotta. These high quality materials should be concentrated on the base of the building.*

The building is constructed with two different colors of brick. The building meets the requirement that at least 50% of the facades be comprised of brick, stone or terra cotta. Two different metal canopy designs are used, which help define the separate modules of the façade. **Criterion is met.**

- f) **Color:** *The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building. Buildings in the CBD utilize earth and neutral tones; however, other colors can highlight the architectural features of a building and are acceptable as accents. Accents generally include trim areas and comprise up to 15% of the façade.*

The brick facades are two different earth tones. The prominent metal canopies are also earth tone in color. **Criterion is met.**

- g) **Architectural features:** *Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.*

The proposed building is located in an area that is evolving, so does not have a consistent architectural character. The design of the new mixed-use building located east of the bank site is consistent with the recently adopted Downtown Plan, which envisions the expansion of the walkable, urban character prized along Main Street. Therefore, it is a better model to emulate than the older highway commercial buildings located along 1st Street. The revised design for the bank is similar in style and composition to the mixed-use building to the east, even though it is raised above the sidewalk level with a large stoop entrance. **With its brick façade with large storefront window openings, and two distinctive canopy designs staff finds that it meets the architectural features standard in the code.**

h) **Building Entries:**

(i) Primary entries to ground floor building space and to common lobbies accessing upper floor building space shall be located along street-facing facades. For buildings with more than one street-facing façade, entries along facades facing primary streets are preferred. Building entries along rear and side facades or from parking garages may not serve as principal building entries. Buildings with more than three street-facing facades shall have building entries on at least two street-facing sides.

The proposed bank has two entries into the building. The west entry is adjacent to the parking lot. The east entry is along the Clay Street, which is designated in the code as the primary street. This eastside entrance provides access for pedestrians traveling along the public sidewalk. **Criterion is met.**

(ii) For buildings that contain residential dwelling units, there must be at least one main entrance on the street-facing façade that provides pedestrian access to dwelling units within the building. Access to dwelling units must not be solely through a parking garage or from a rear or side entrance.

Residential units are not being proposed; **this criterion does not apply for this review.**

(ii) For storefronts with frontage of 100 feet or more, a visible entryway shall be provided a minimum of every 50 feet.

The proposed bank building has a frontage less than 100 feet; **this criterion does not apply for this review.**

(iii) Entryways into a storefront will be at grade with the fronting sidewalks.

The proposed bank is located near the northeast corner of the lot. The site slopes from west to east where the driveway onto W. 1st Street enters the site at level grade. This establishes the finished floor elevation of the bank at 865.5' which is slightly higher than the driveway elevation. The elevation at the street corner is approximately three feet below the floor elevation of the building. In order to establish a prominent pedestrian entrance along Clay Street and create a relationship between the building activity and pedestrian sidewalk, a large covered stoop with steps and an accessible ramp is proposed. As stated

above, the Planning and Zoning Commission may approve deviations from the standards where unique characteristics of the site make it difficult to meet the overlay requirements. The constraints of the building area on the site, the sloping grade, and small size of the building make it difficult to create an at-grade entrance along Clay Street. The applicant has proposed an attractive alternative design solution that will create a prominent and accessible entrance in lieu of an at-grade entrance. **Staff recommends approval of an exception to the standard for at-grade entrance.**

(iv) Entryways shall be designed to be a prominent feature of the building. The use of architectural features such as awnings, canopies, and recessed entries are encouraged.

Both the east and west entries are sheltered by large metal canopies that are prominent features of the building design. These design elements are both practical and attractive and draw attention to the entrances of the building.

Criterion is met.

- i) **Exterior mural wall drawings, painted artwork, exterior painting:** *These elements shall be reviewed to consider the scale, context, coloration and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the downtown area.*

No mural is being proposed; **this criterion does not apply for this review.**

- g) **Trash Dumpsters:** A trash dumpster is located southwest of the drive-through and next to the north/south driveway along the west side of the property. A brick enclosure is proposed to screen the dumpster. The brick will match the brick used on the building.
- h) **Storm Water Management:** A preliminary storm water report for this site has been submitted and reviewed by the City's Engineering Division. While detention is not required, water quality requirements apply. The proposal is to install a bioclean water quality intake along the back of the curb near the southeast corner of the building. This intake will collect the stormwater from the site and provide water quality treatment before releasing into the storm sewer on Clay Street. Technical aspects of the stormwater management proposed for the site will be reviewed when construction level drawings are submitted. **Criterion is met, subject to engineering review and approval at time of construction.**
- i) **Signage:** *Wall signs shall not exceed 10% of the total wall area, and in no case shall exceed 10% of the area of the storefront. Wall signs on storefronts shall not extend beyond or above an existing sign band or extend over or detract from the architectural features of the building facade, such as cornices, pilasters, transoms, window trim, and similar.*

Wall signage is identified on the north and west walls of the building. These are internally illuminated wall signs. The proposed signs meet the requirements for

size and placement. A separate sign permit is required for any signage on the building. **Criterion met.**

- j) **Storm Sewer Easement Vacation:** The site has a storm sewer easement at the northeast corner of the property. This easement was put in place during the reconstruction of W. 1st Street in the late 1980s. A portion of this easement will be vacated as part of this project and a separate staff report explained this process under Case #VAC19-004, which was previously discussed and recommended by the Commission.

TECHNICAL COMMENTS

City technical staff, including the City's Engineering staff and Cedar Falls Utilities (CFU) personnel have completed an initial review of the civil site plan. There are some minor corrections and inconsistencies between the architectural site plan and the civil site plan that will need to be corrected in the plan set submitted for the building permit. Engineering staff notes that final grades will be reviewed to ensure ADA compliance.

As noted in the staff report above, the City will work with the applicant on final details of the streetscape layout and elements to ensure consistency with the downtown streetscape plan.

CFU notes that water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. Water is available from the alley and gas is available from Clay Street. The developer is responsible for abandoning the water service by removing the corporation stop and plugging at the water main per the service policies of CFU. Electric and communication are available from south of the existing bank site on the alley side. CFU notes that the developer is responsible for all utility relocation costs including the cost to relocate and/or change the service to Flowerama and provide the new transformer pad at the new location.

A 10-foot-wide utility easement is needed from the new transformer location (including the transformer) to the west side of the alley at the utility pole. The easement will need to be legally established prior to issuance of an occupancy permit for the new building.

STAFF RECOMMENDATION

Staff recommends approval of case #SP19-017, a site plan and building design for a new bank facility located at the corner of 1st and Clay Streets in the Central Business District Overlay Zoning District, subject to conformance to all City staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Introduction and Discussion 3/11/2020	Chair Holst introduced the item and Ms. Howard provided background information. She explained that a new Community Bank and Trust is proposed to be rebuilt on the site where the existing bank is located. The owner is proposing to build a smaller structure with a two lane drive-
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through with a covered patio along Clay Street. The site is currently zoned C-2, Commercial and is in the Central Business District Overlay zone. The proposed use is allowed. Ms. Howard discussed the planned setbacks noting that the maximum setback of 10 feet is exceeded. She discussed the allowance for exceptions to the rule. Staff is recommending an exception due to the difficulty created by the sloping nature of the site and constraints caused by the existing building. She noted that the outdoor plaza space proposed by the bank is intended to visually bring the building forward to address the street. She also noted that parking, landscaping, and streetscape requirements have been satisfied.

Ms. Howard also discussed design standards, such as proportion to adjacent buildings, noting that while greater utilization of the downtown site is desirable, the bank is reserving the remainder of the site for further development and creating a stronger presence at the corner. She noted that the roof shape, pitch and direction are acceptable, as is the building pattern. The building composition does not technically meet the standards, but staff feels that an exception to the standard may be warranted as the size, scale and rhythm created by the structure are acceptable as it still creates visual interest.

Ms. Howard spoke about the windows and transparency noting that the current plan proposes a large wall of glass of a light blue color. The CBD Overlay standards require clear and transparent windows to maximize the views into the building and allow a variety of uses of the building over time. Staff finds the request to vary from the code standard does not qualify for an exception as there is no practical difficulty in meeting the standard. An acceptable alternative would be to use clear and transparent glass on the lower glass panes at the storefront level while allowing the upper panes to be blue glass as desired by the bank.

Ms. Howard noted that the criterion have been met for materials and texture, color, and the architectural detailing. According to code, entryways are to be at grade with the fronting sidewalks. The site slopes from west to east and ground elevation is approximately three feet below the floor elevation of the building, so the entryway along Clay Street does not meet the standard of being at the same grade as the sidewalk. To establish a pedestrian entrance along Clay Street a covered outdoor plaza is proposed with an accessible ramp and stairs. It will provide an accessible transition from the sidewalk to the building and will create a prominent entrance to the building. Staff recommends approval of the exception due to the sloping nature of the site. Trash dumpster and storm water management plans are acceptable, as are the plans for signage. Staff recommends gathering any comments from the public and Planning and Zoning Commission and continuing the discussion at the next meeting.

Bob Seymour, 2710 Country Meadow Lane, representing Community Bank and Trust, spoke about the project noting that it will be a significant investment. He discussed the window color issue, noting that they feel it is aesthetically pleasing, it's not a storefront and isn't on Main Street. He

explains that the tint is minor and that it supports the bank's brand. They would like to be allowed to use the tinted glass.

Kim Bear (3815 Union Road), Events and Promotions Coordinator/Interim Director of Community Main Street, thanked Community Bank & Trust for their continued investment in downtown. She reported on the review from the Community Main Street Design Committee, which has also been submitted in writing. The committee had some concerns with the building design and feel the building needs to be designed to outlast the tenant and feels that the blue glass, in particular, might be something to be reconsidered.

Mr. Leeper stated that in general he likes contemporary buildings, but has some concerns about the proposed design of the bank. With regard to the blue glass, he feels that in years to come it will become dated. He also feels that the proposed design is not in keeping with the recently adopted community vision for downtown. It is more suburban in design and will not contribute to the density desired in the downtown. Ms. Prideaux stated she has the same concerns and asked about the idea of adding a wall along the 1st Street frontage to make it feel like the development is filling more of the site. Mr. Leeper stated that the main building entrance on the west side of the building will prevent any additional development to the west in the future that might fill in more of the site. Mr. Holst was also concerned but also noted that the usage isn't changing from what is there now.

Ms. Prideaux inquired if the applicant could provide a visualization of how the building would look on the site in comparison with adjacent development and also how it would look if the southern portion was developed in the future as indicated by the bank.

Mr. Seymour stated that the way the site plan has been designed, has been done to leave the south half of the site open for more potential development to allow for growth. He noted that they could provide that visualization at the next meeting.

Mr. Wingert asked if it would be possible to extend some feature of the building or a wall of similar design to the west to tie it closer to the alley to use more of the frontage. He stated that in general he doesn't have an issue with the project. Ms.

Prideaux asked for a panoramic view to show the context of the project.

Discussion and
Recommendation
6/10/2020

Chair Holst introduced the item and Ms. Howard provided background information. She explained that after discussion at the Commission meeting in March, the bank deferred the application in order to consider design changes. They now come before the Commission with a new design proposed for the site. Howard presented the details of the new design in relation to the Central Business District Overlay standards.

Stacey Bentley, President of Community Bank & Trust, described the reasons for the redesign and expressed gratitude for the assistance of staff and the Commission and feels it will fit in well with the Downtown and are happy to continue investing in downtown Cedar Falls.

David Selinsky, architect for the project, made a brief statement about the proposed design and offered to answer any questions.

Kim Bear (3815 Union Road), Director of Community Main Street, thanked Community Bank & Trust for their continued investment in downtown. She stated that the CMS Design Review Committee had reviewed the proposed new design for the bank. The committee finds the new design will be a good fit with the traditional historic character of the downtown. She praised the bank for listening to their concerns from the last meeting. CMS is in support of the project.

Prideaux stated that most of the concerns she had expressed regarding the previous design have been addressed and expressed support for the new design.

Leeper praised the bank for the redesign and noted the improvement from the previous design, but indicated some continuing concern about how this fits into the longer term vision for downtown and questioned whether a denser development would be more appropriate, stating that this seemed to be more of a suburban solution for an urban site.

Holst also noted that it was a tough balance between the desire for more dense development in the downtown and the needs of the bank for only a small building.

Saul noted that the review needs to be based on the current code. Prideaux stated that she feels like the new design fills the space better than the previous design.

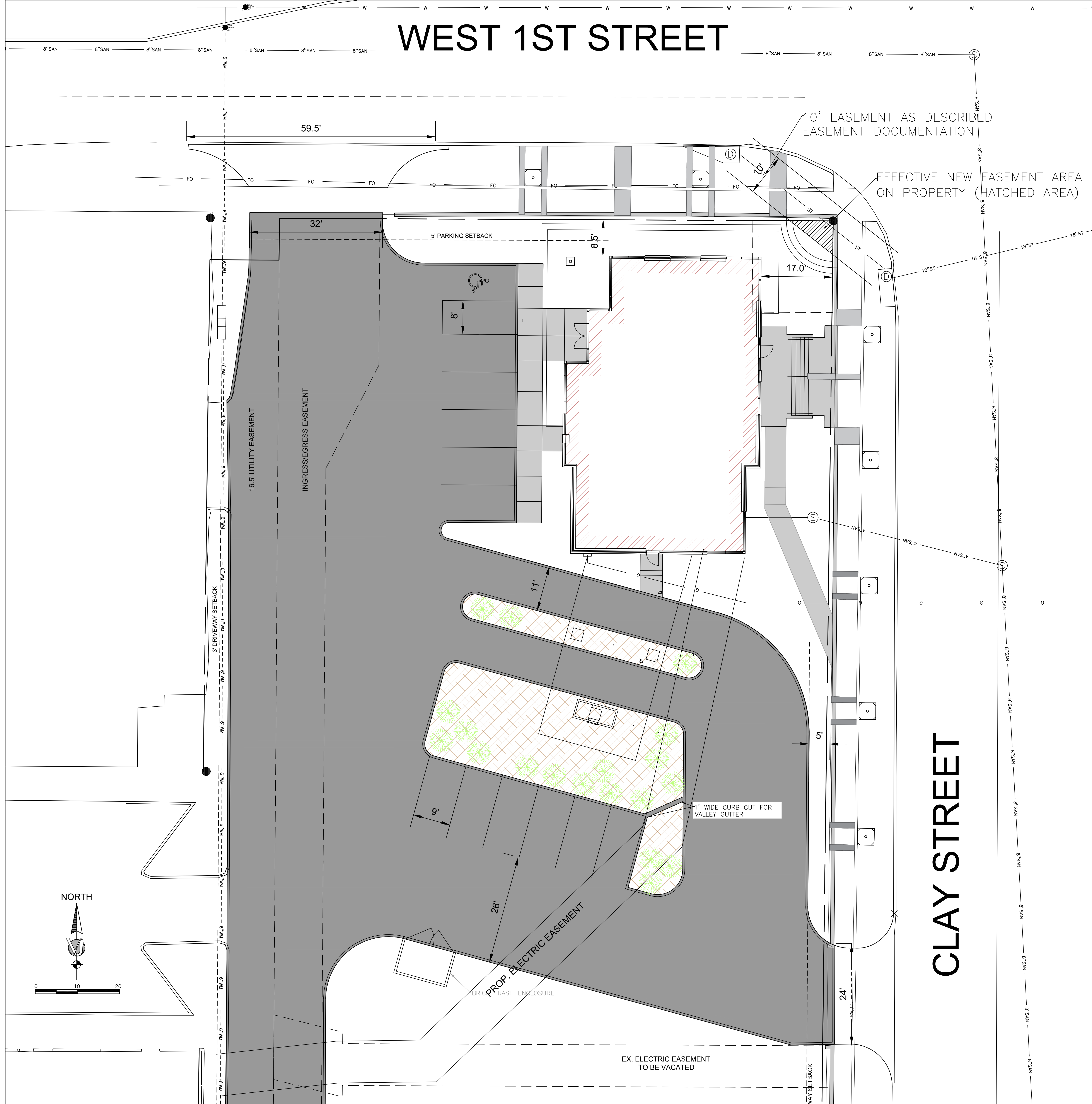
Leeper asked about the City position on how this fits with the long term vision for downtown.

Howard noted the case was reviewed based on the current zoning standards and stated that it was balancing current needs of the bank with future vision for downtown. Staff considered that the proposed building does meet a number of the goals of the downtown vision by building closer to the corner with better pedestrian access, using a more traditional storefront design, and noted that staff also considered that the bank is proposing to further redevelop the southern portion of the property to help meet the downtown vision, which will create a more walkable environment along 2nd Street in the future.

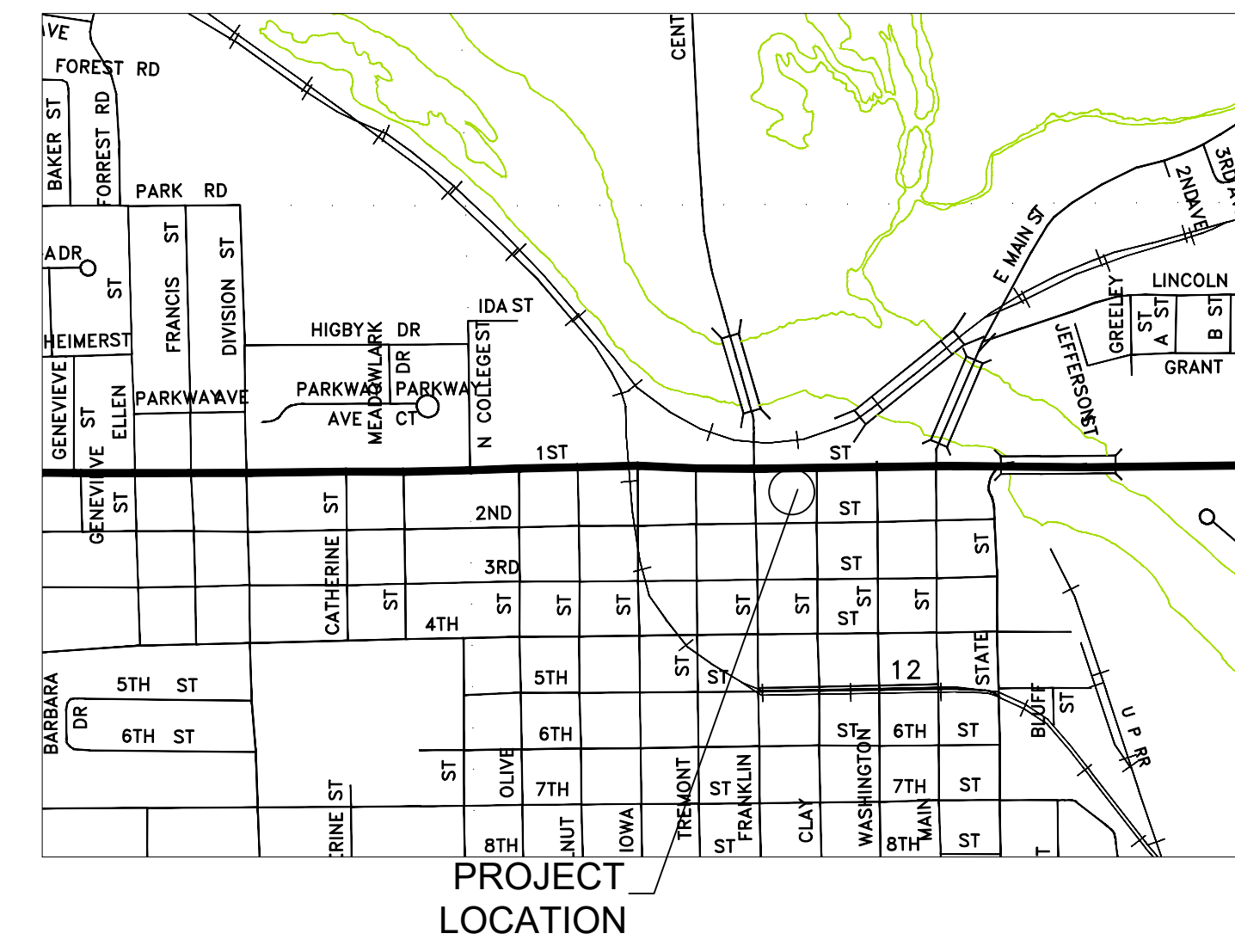
Saul made a motion to approve. Seconded by Adkins. The proposed site plan was recommended for approval unanimously on a vote 9-0, subject to the stipulations in the staff report.

COMMUNITY BANK AND TRUST - ISSUED FOR PERMIT

312 WEST 1ST STREET CEDAR FALLS, IOWA



VICINITY MAP



INDEX OF SHEETS

1. TITLE SHEET
2. GENERAL NOTES
3. EXISTING CONDITIONS / REMOVALS
4. PAVING / GRADING PLAN
5. UTILITY PLAN
6. SWPPP

OWNER/ DEVELOPER
COMMUNITY BANK AND TRUST

PROJECT SITE ADDRESS
312 WEST 1ST STREET

CURRENT ZONING
C-2 RETAIL COMMERCIAL
CBD OVERLAY DISTRICT

PARKING REQUIREMENTS
NO PARKING REQUIREMENTS FOR COMMERCIAL USE LOCATED IN THE CBD OVERLAY
PARKING PROVIDED: 12 STALLS (INCLUDING 1 ADA)

SITE IMPROVEMENTS

PROPOSED BUILDING/PATIO	=	3,230 SF
PROPOSED PAVEMENT/SIDEWALKS	=	19,585 SF
TOTAL IMPERVIOUS	=	22,815 SF = 59%

GREENSPACE	=	15,910 SF = 41%
TOTAL AREA	=	38,725 SF

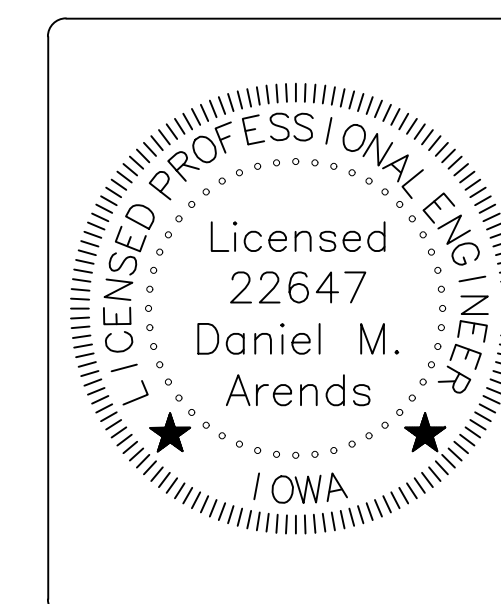


FEATURE LEGEND

- PROPERTY CORNER SET
- PROPERTY CORNER FOUND
- ▲ SECTION CORNER FOUND
- 100.00 DIMENSION OF SURVEY
- (100.00) DIMENSION OF RECORD
- COMM- EXISTING COMMUNICATION
- G- EXISTING GAS
- ST- EXISTING STORM SEWER
- SAN- EXISTING SANITARY SEWER
- T- EXISTING TELEPHONE
- C- EXISTING CABLE
- E- EXISTING ELECTRIC
- W- EXISTING WATER
- OHU- EXISTING OVERHEAD UTIL.
- FO- EXISTING FIBER OPTIC
- F- EXISTING FENCE
- EXISTING LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING ELECTRICAL BOX
- EXISTING MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING GAS VALVE
- EXISTING TELEPHONE PED.
- EXISTING TREE
- 000- EXISTING CONTOURS
- 000- PROPOSED CONTOURS
- ×000.00 PROPOSED GRADES
- ×000.00 EXISTING GRADES
- PROPOSED SILT FENCE

UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES DECLARE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

THE CONSTRUCTION OF THE SANITARY SEWER, STORM SEWER, AND WATER SYSTEMS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL IMPROVEMENTS WITHIN THE CITY OF CEDAR FALLS, IOWA, AND THE STATEWIDE URBAN DESIGNS AND SPECIFICATIONS (SUDAS).



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

05/28/20

DANIEL M. ARENDS, P.E. DATE

License number 22647

My license renewal date is December 31, 2020

Pages or sheets covered by this seal: C001 - C006

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319.266.5629

**COMMUNITY BANK &
TRUST**
CEDAR FALLS, IOWA

No.	Description	Date

COVER SHEET

VJ Engineering Project Number 198089
Date 05 June, 2020

C001

GENERAL NOTES

SCOPE OF PROJECT

THIS PROJECT CONSISTS OF THE DEVELOPMENT OF A COMMUNITY BANK AND TRUST IN A C-2 COMMERCIAL ZONE AND CENTRAL BUSINESS DISTRICT OVERLAY. THE PROJECT LIMITS INCLUDE CONSTRUCTION OF A 1 STORY BANK BUILDING, PARKING LOT, STORM SEWER SYSTEM, SANITARY SEWER SERVICE, AND WATER SERVICE. CONTRACTOR SHALL WORK CLOSELY WITH THE OWNER TO MINIMIZE INTERRUPTIONS TO BUSINESS OPERATIONS AND PROVIDE TEMPORARY ACCESS AS NEEDED FOR BUSINESS DURING CONSTRUCTION.

STORM WATER RUNOFF WILL BE HANDLED BY AN ENGINEERED STORM SEWER INTAKE DESIGNED TO MEET THE CITY OF CEDAR FALLS WATER QUALITY REQUIREMENTS FOR THIS SITE THAT CONVEYS THE STORM WATER TO THE CITY'S STORM SEWER. EARTHWORK WILL BE LIMITED TO TOPSOIL REMOVAL AND EARTH EXCAVATION AND FILL TO 12" BELOW PAVING GRADE AT THE PROPOSED PARKING LOT. 6" P.C.C. CONCRETE WILL BE SUPPORTED BY 6" OF GRANULAR SUBBASE AND COMPACTED EARTH.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), 2020 AND THE CITY OF CEDAR FALLS CURRENT SUPPLEMENTAL SPECIFICATIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL AS DIRECTED BY ENGINEER. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH "THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES."

NOTE THAT EXISTING WATER, GAS, TELEPHONE AND OTHER UTILITIES AND SERVICES FROM THESE UTILITIES MAY EXIST ADJACENT TO THE WORK AREA AND THAT SPECIAL PRECAUTIONS MUST BE USED WHEN WORKING AROUND SAID UTILITY. STATE LAW REQUIRES THAT THE IOWA ONE-CALL UTILITY LOCATION SYSTEM BE CALLED PRIOR TO ANY EXCAVATION.

TELEPHONE NUMBER: 1-800-292-8989 OR 811

THE ENGINEER (VJ ENGINEERING) MAY FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE DRAWINGS, AND HE SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS, AND IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED OR DISTURBED BY THE CONTRACTOR, HE SHALL BE RESPONSIBLE FOR THE MISTAKES THAT MAY BE CAUSED BY THEIR LOSS OR DISTURBANCE, AND BE CHARGED FOR THE COST OF REPLACING THEM.

ALL CONTRACTORS SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT CONTROLS POLLUTANTS, MINIMIZES EROSION, AND PREVENTS SEDIMENTS FROM ENTERING WATERS OF THE STATE AND LEAVING THE PROJECT SITE.

RESTORE ALL SURFACES DISTURBED BY CONSTRUCTION RELATED ACTIVITIES TO A CONDITION AT LEAST EQUAL TO THAT IN WHICH THEY WERE FOUND BEFORE WORK COMMENCED. USE SUITABLE MATERIALS AND METHODS FOR RESTORATION.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE APPROVED WASTE AREAS OF DISPOSAL SITES FOR EXCESS MATERIAL (EXCAVATED MATERIAL OR BROKEN CONCRETE) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL SHALL BE PLACED WITHIN THE RIGHT-OF-WAY, UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER. WASTE AREA OR DISPOSAL SITE SHALL BE APPROVED BY THE ENGINEER.

CONTRACTOR TO FURNISH REST ROOM FACILITIES FOR THE CONTRACTOR'S EMPLOYEES. THIS WILL BE CONSIDERED INCIDENTAL TO OTHER WORK.

REMOVAL OF ANY ITEMS NECESSITATING REMOVAL IN ORDER TO CONTINUE WORK SHALL BE CONSIDERED AS INCIDENTAL WORK. THE COST OF SUCH REMOVAL AND DISPOSAL SHALL BE CONSIDERED INCIDENTAL TO AND INCLUDED IN THE CONTRACT PRICE FOR APPLICABLE ITEMS.

THE CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING UTILITIES BEFORE STARTING TRENCH CUTTING OPERATIONS. EXCAVATION SHALL BE PERFORMED BY HAND DIGGING AROUND UTILITIES TO LOCATE AND PREVENT RUPTURE OR BREAKING OF LINES. COST OF REPAIRING ANY DAMAGES TO EXISTING UTILITIES SHALL BE PAID BY THE CONTRACTOR WITHOUT EXPENSE TO THE CITY OR ENGINEER. THE OWNER RESERVES THE RIGHT TO REPAIR ANY EXISTING UTILITY DAMAGED BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR SHALL NOT DISTURB DESIRABLE WALKS OR GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL BE ALLOTTED AN AREA FOR STORAGE OF MATERIAL AND EQUIPMENT. THIS AREA IS SHOWN ON THE PLANS AND IS SUBJECT TO APPROVAL OF THE ENGINEER. EXCESS MATERIAL TO BE STORED AT AN APPROVED OFF SITE LOCATION DUE TO THE RESTRICTIONS OF THE SITES AREA.

ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REPRESENT TOP OF FINISH GRADE.

LOCATION OF ROADWAY TRAFFIC CONTROL SIGNS ARE SUBJECT TO OWNER OR ENGINEER'S APPROVAL.

APPLY MOISTURE TO CONSTRUCTION AREA AS REQUIRED TO MINIMIZE DUST.

PERMANENT SEEDING SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9010. INSTALL PERMANENT SEEDING IN ALL DISTURBED, NON-HARD SURFACED AREAS, INCLUDING PUBLIC ROW, THIS CONSTRUCTION SEASON IF POSSIBLE. IF PERMANENT SEEDING CAN'T BE INSTALLED THIS YEAR, IT SHALL BE INSTALLED THE FOLLOWING CONSTRUCTION SEASON.

EXISTING STREET SIGNS, TRAFFIC SIGNS AND PRIVATE SIGNS AFFECTED BY THE CONSTRUCTION SHALL BE SALVAGED AND REMOVED BY THE CONTRACTOR. STREET AND TRAFFIC SIGNS AND POSTS NOT REUSED ON THE PROJECT SHALL BE STOCKPILED FOR CITY PICKUP. SIGNS TO BE REUSED, INCLUDING ALL PRIVATE SIGNS AND DESIGNATED PUBLIC SIGNS, SHALL BE REINSTALLED BY THE CONTRACTOR. THIS WORK WILL NOT BE PAID SEPARATELY BUT WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

CARE SHALL BE TAKEN DURING SITE EXCAVATION AND GRADING OPERATIONS TO MINIMIZE DISTURBANCE ON THE BEARING SOILS. HEAVY EQUIPMENT TRAFFIC DIRECTLY ON BEARING SURFACES SHOULD BE AVOIDED IN SATURATED SOILS.

ALL BACKFILL AND COMPACTION OF TRENCHES SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATION SECTION 3010.

SOME ADJUSTMENTS IN THE MOISTURE CONTENT OF ON-SITE SOILS SHALL BE ANTICIPATED ON THIS PROJECT TO ACHIEVE ADEQUATE COMPACTION. THE SOIL'S WATER CONTENT AT THE TIME OF COMPACTION SHOULD BE AT -1 TO +3% OF THE SOILS OPTIMUM MOISTURE VALUE AS DETERMINED BY THE STANDARD PROCTOR TEST (ASTM D-698).

ALL FILL MATERIALS SHALL BE PLACED AND COMPACTED IN LIFTS NOT EXCEEDING 8 INCHES IN LOOSE THICKNESS. ALL FILL MATERIAL PLACED IN PAVEMENT AREAS, WITH THE EXCEPTION OF THE FILL BELOW THE M & D LAYER, SHALL BE COMPACTED TO 95% OF THE SOIL'S MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D-698). ALL FILL MATERIAL PLACED BELOW THE M & D LAYER SHALL BE TYPE A COMPACTION. OUTSIDE FILL MATERIAL SHALL BE LIMITED TO THE AREA DIRECTLY BELOW THE ROADWAY, OTHER AREAS SHALL BE APPROVED BY THE ENGINEER.

UPON COMPLETION OF FILL OPERATIONS, CARE SHALL BE TAKEN TO MINIMIZE SUBGRADE DISTURBANCE AND MAINTAIN THE SUBGRADE MOISTURE CONTENT PRIOR TO CONSTRUCTION OF THE PAVEMENT. IF THE SUBGRADE SHOULD BECOME SATURATED, DESICCATED OR DISTURBED, THE AFFECTED MATERIAL SHALL BE REMOVED AND REPLACED, OR THESE MATERIALS SHALL BE SCARIFIED, MOISTURE CONDITIONED AS NECESSARY, AND RECOMPACTED PRIOR TO CONSTRUCTION OF THE PAVEMENT.

IF SOME TIME WILL ELAPSE BETWEEN SUBGRADE PREPARATION AND PAVEMENT CONSTRUCTION, SUBGRADE SHALL BE REWORKED AND RE-TESTED PRIOR TO PLACEMENT OF THE PAVEMENT. SITE GRADING SHALL BE SLOPED TO PROVIDE RAPID DRAINAGE OF SURFACE WATER AWAY FROM PAVEMENTS AND STRUCTURES. ANY WORK PERFORMED DUE TO SUBGRADE DEGRADATION AFTER INITIAL SCARIFYING AND PROOF-ROLLING IS INCIDENTAL TO THE PROJECT. MODIFIED SUBBASE SHALL MEET THE REQUIREMENTS OF SECTION 97043 OF THE I.D.O.T. SUPPLEMENTAL SPECIFICATIONS POROUS BACKFILL MEETING THE REQUIREMENTS OF SECTION 4131 OF THE 2015 I.D.O.T. STANDARD SPECIFICATIONS IS CONSIDERED INCIDENTAL TO THE 6" PERFORATED SUB-DRAIN SYSTEM.

SILT FENCE SHALL BE PLACED SO THAT STORM WATER RUN-OFF DOES NOT CREATE EROSION ON ADJACENT PROPERTIES.

ALL WATER SERVICES SHALL BE TAPPED WITH A SADDLE. WATERMAIN BACTERIOLOGICAL, LEAK AND PRESSURE TESTING TO BE COMPLETED AFTER SERVICES ARE COMPLETED. ALL WATER SERVICE CONNECTIONS INCLUDE THE PRICE OF THE TAP, SADDLE, CORP. STOP AND WATER SHUT OFF.

CONTRACTOR SHALL NOTIFY ENGINEER IN THE EVENT THAT FIELD CHANGES IN DESIGN ARE REQUIRED. CONTRACTOR SHALL KEEP TRACK OF SUCH CHANGES SO THAT RECORD DOCUMENTS CAN BE COMPLETED UPON COMPLETION OF CONSTRUCTION.

CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP OR TRACK MATERIAL BEING HAULED FROM THE SITE INTO THE STREET.

CONTRACTOR SHALL NOT USE SUBBASE FOR HAULING, BACKED ON FOR THE PLACING OF CONCRETE, OR ANY OTHER TRAFFIC ON THE COMPLETED SUBBASE.

ALL CONSTRUCTION ACTIVITY FOR THIS PROJECT MUST BE COMPLETED WITHIN THE PROPERTY LIMITS.

MODUS ENGINEERING
214 E. 4TH ST
WATERLOO, IA 50703
319.235.0650

RAKER RHODES ENGINEERING
112 E WASHINGTON ST, SUITE B
IOWA CITY, IA 52240
319.333.7850

KIRK GROSS COMPANY
4015 ALEXANDRA DR
WATERLOO, IA 50704
319.234.6641

VJ ENGINEERING
1501 TECHNOLOGY PKWY, SUITE 100
CEDAR FALLS, IA 50613
319.266.5629

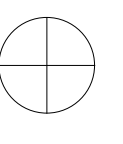
**COMMUNITY BANK &
TRUST**
CEDAR FALLS, IOWA

No.	Description	Date

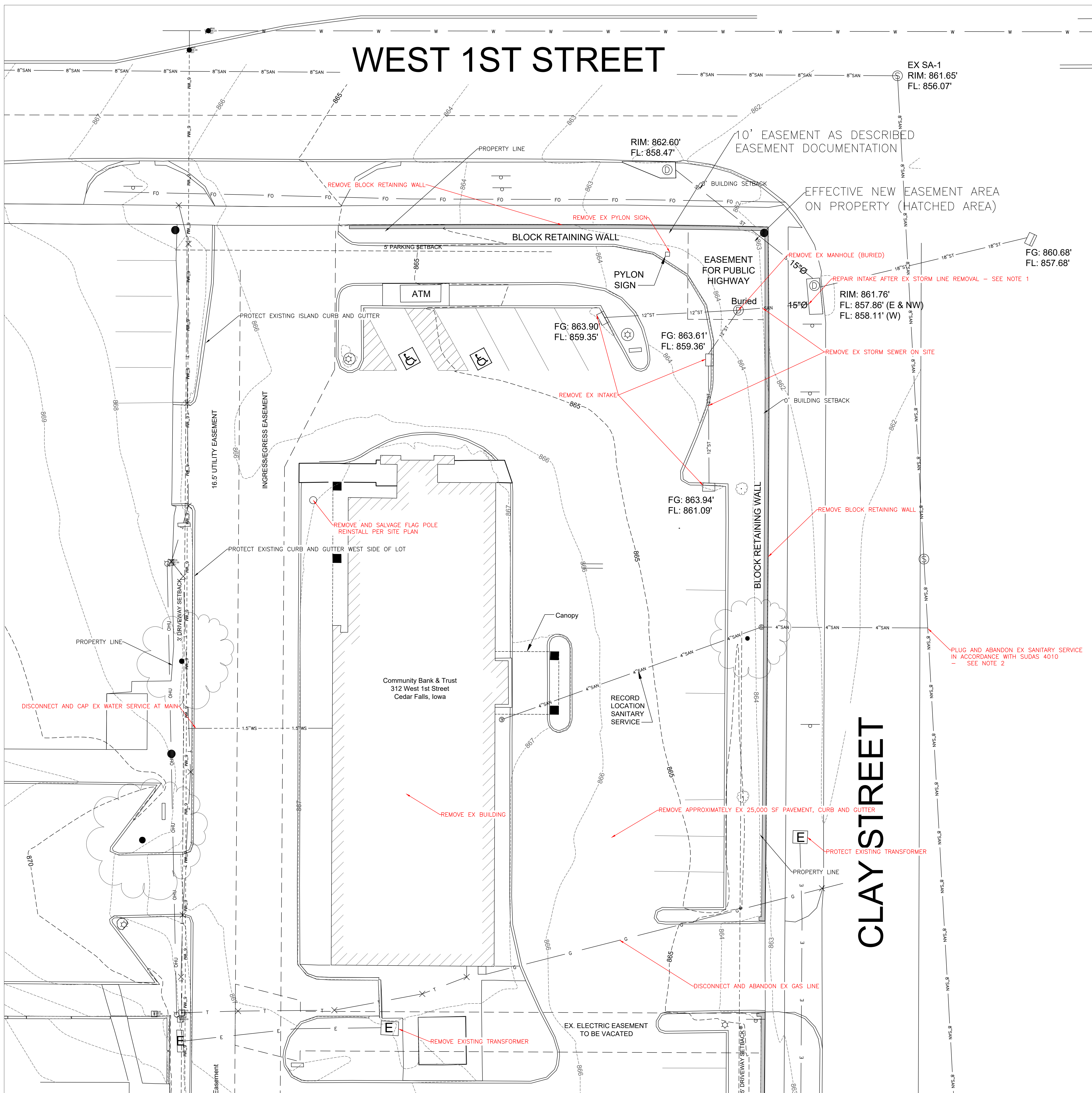
CONSTRUCTION NOTES

VJ Engineering Project Number
Date 198089 05 June, 2020

C002



WEST 1ST STREET



NOTES

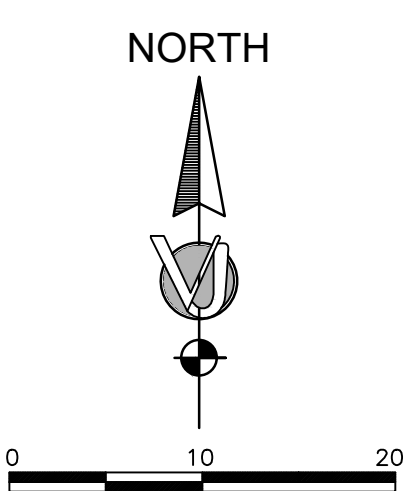
1. REMOVE PIPE, FORM INSIDE OF BOX. PROVIDE (2) #4 EPOXY COATED REBAR HORIZONTAL AND VERTICAL. PATCH WITH LOW SLUMP CONCRETE FROM OUTSIDE.
2. CUT OUT TEE AND REPLACE WITH SHORT SECTION OF PIPE AND (2) FERNCO COUPLERS. PLUG END OF 4" LINE FROM WEST. FILL PIPE WITH FLOWABLE FILL.

REMOVAL STAGES

1. EXISTING STORM SEWER ELEMENTS, LIGHT POLES, PAVEMENT, CURB AND GUTTER, ATM KIOSK, PYLON SIGN AND EXISTING BLOCK RETAINING WALL IN AREA FOR PROPOSED BUILDING CONSTRUCTION.
2. AFTER PROPOSED BUILDING CONSTRUCTION, REMOVE EXISTING BUILDING AND UTILITY CONNECTIONS.
3. EXISTING PAVEMENT, CURB AND GUTTER, BLOCK RETAINING WALL AND UTILITY LINES AS NEEDED.

FEATURE LEGEND

- PROPERTY CORNER SET
- PROPERTY CORNER FOUND
- ▲ SECTION CORNER FOUND
- 100.00 DIMENSION OF SURVEY
- (100.00) DIMENSION OF RECORD
- COMM - EXISTING COMMUNICATION
- G - EXISTING GAS
- ST - EXISTING STORM SEWER
- SAN - EXISTING SANITARY SEWER
- T - EXISTING TELEPHONE
- C - EXISTING CABLE
- E - EXISTING ELECTRIC
- W - EXISTING WATER
- OHU - EXISTING OVERHEAD UTIL.
- FO - EXISTING FIBER OPTIC
- - - EXISTING FENCE
- EXISTING LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING ELECTRICAL BOX
- EXISTING MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING GAS VALVE
- EXISTING TELEPHONE PED.
- EXISTING TREE
- 000 - EXISTING CONTOURS
- 000 - PROPOSED CONTOURS
- X 000.00 - PROPOSED GRADES
- X 000.00 - EXISTING GRADES
- - - PROPOSED SILT FENCE



MODIUS ENGINEERING
214 E. 4TH ST
WATERLOO, IA 50703
319.235.0650

RAKER RHODES ENGINEERING
112 E WASHINGTON ST, SUITE B
IOWA CITY, IA 52240
319.333.7850

KIRK GROSS COMPANY
4015 ALEXANDRA DR
WATERLOO, IA 50704
319.234.6641

VJ ENGINEERING
1501 TECHNOLOGY PKWY, SUITE 100
CEDAR FALLS, IA 50613
319.266.5629

COMMUNITY BANK & TRUST

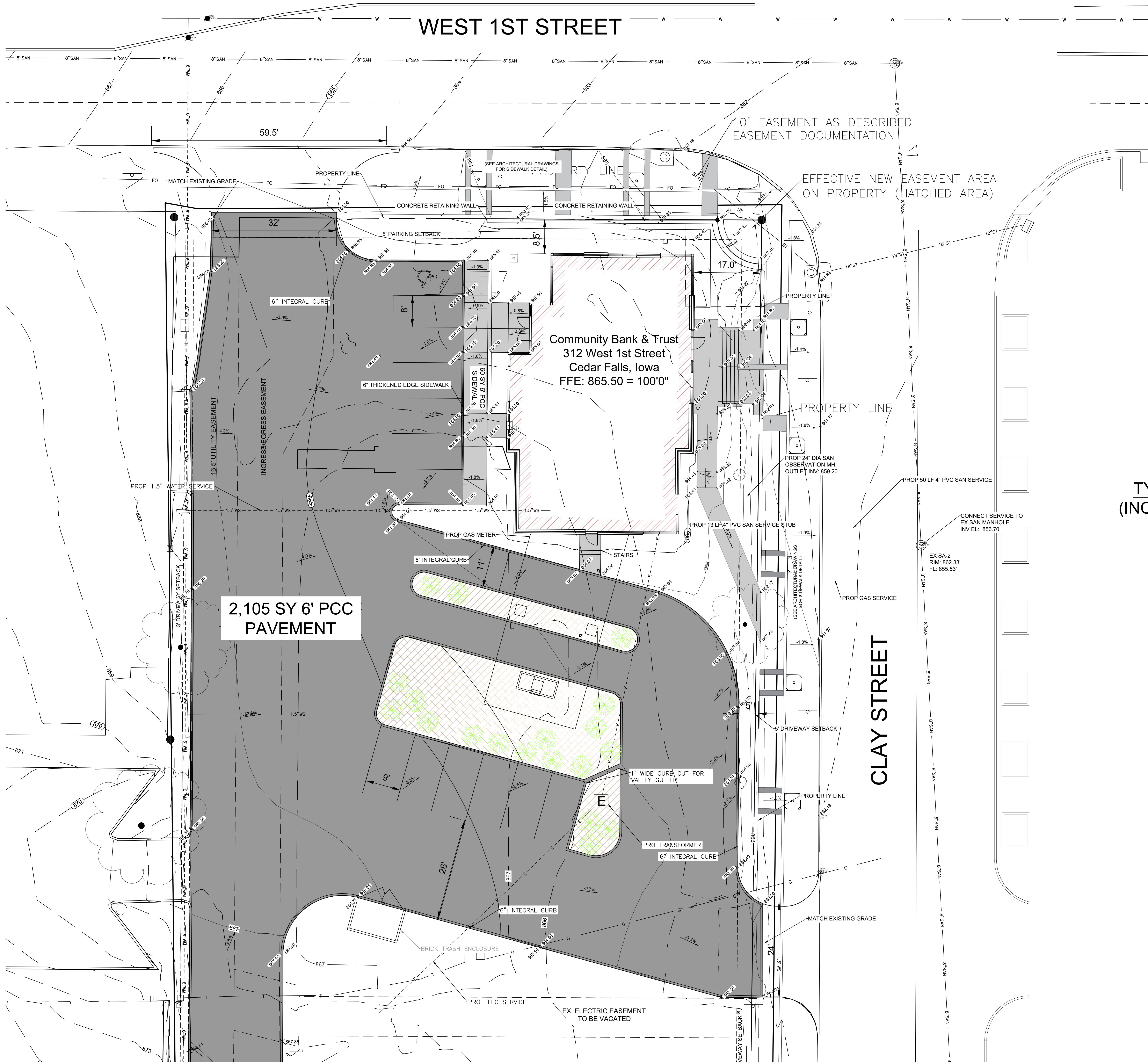
312 West 1st Street
Cedar Falls, Iowa

No.	Description	Date

EXISTING CONDITIONS & REMOVALS PLAN

VJ Engineering Project Number 198089
Date 05 June, 2020

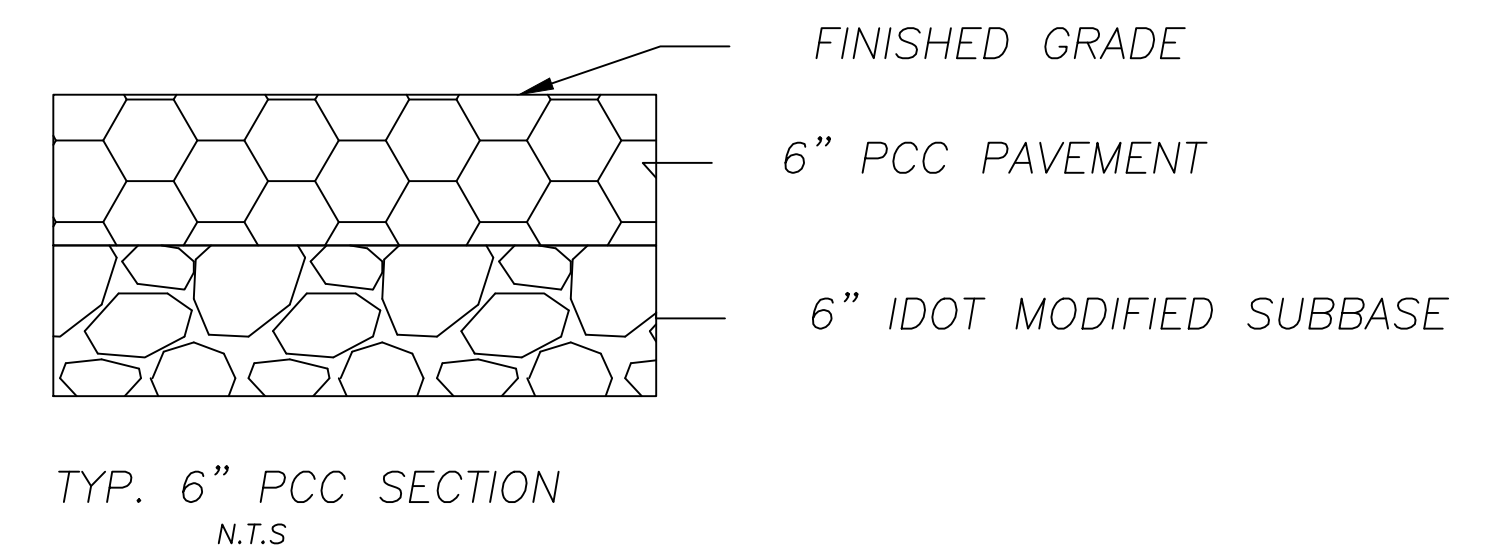
C003



NOTES

- 1) ALL PAVEMENT REMOVAL FOR UTILITY WORK SHALL BE REPLACED IN KIND. ANY UNNECESSARY DAMAGE TO CITY STREETS SHALL BE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPLACED TO THE SATISFACTION OF THE CITY OF CEDAR FALLS
- 2) THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL UTILITY RELOCATION COSTS
- 3) STREETScape ELEMENTS TO BE INSTALLED WITHIN THE PUBLIC ROW IN COORDINATION WITH AND ACCORDING TO CITY SPECIFICATIONS

TYPICAL PAVEMENT CROSS SECTIONS (INCLUDING SIDEWALK THROUGH DRIVES)



MODIUS ENGINEERING
214 E. 4TH ST
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319.235.0650

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112 E WASHINGTON ST, SUITE B
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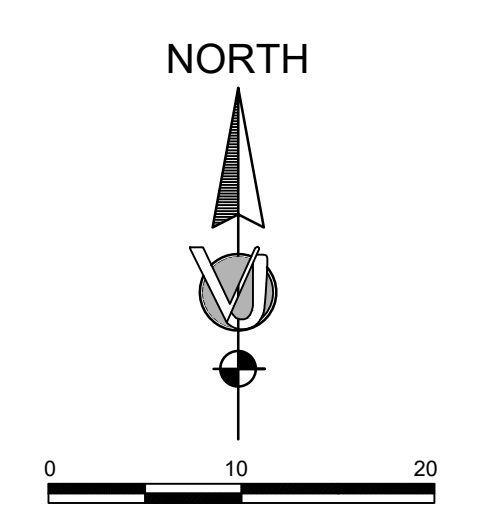
COMMUNITY BANK & TRUST

CEDAR FALLS, IOWA

No.	Description	Date

PAVEMENT & GRADING PLAN
198089
Date 05 June, 2020
VJ Engineering Project Number

C004



COMMUNITY BANK & TRUST
CEDAR FALLS, IOWA

#	DESCRIPTION OF REVISION
0	Planning & Zoning
1	Planning & Zoning Resubmittal
2	Planning & Zoning Resubmittal

DATE: 5/11/2020
5/19/2020
5/27/2020

DATE ISSUED:
05/27/2020

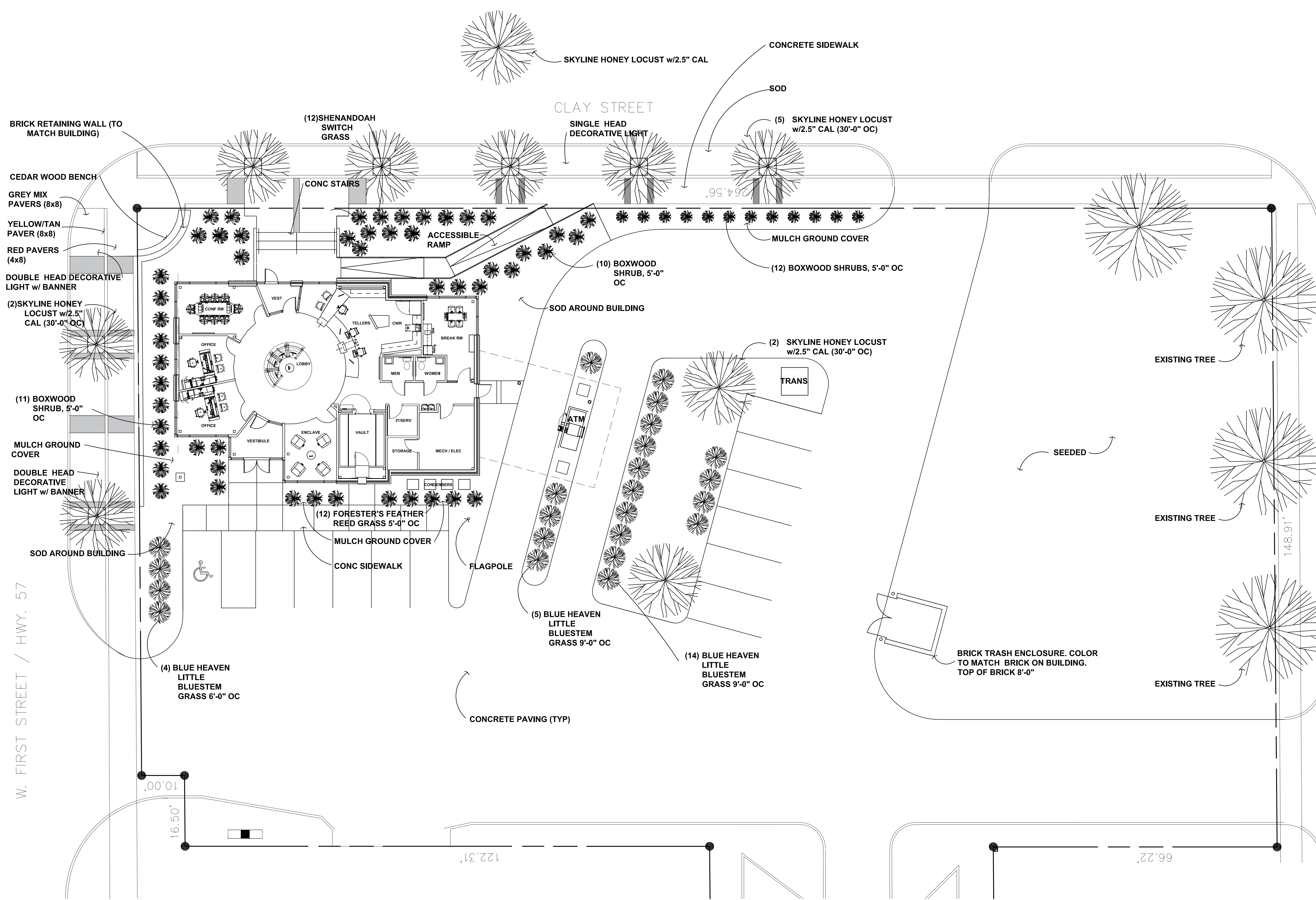
DRAWN BY:

CHECKED BY:

PROJECT NO.:
1731

FILE NAME:

LANDSCAPE PLAN
SHEET NUMBER:
L101

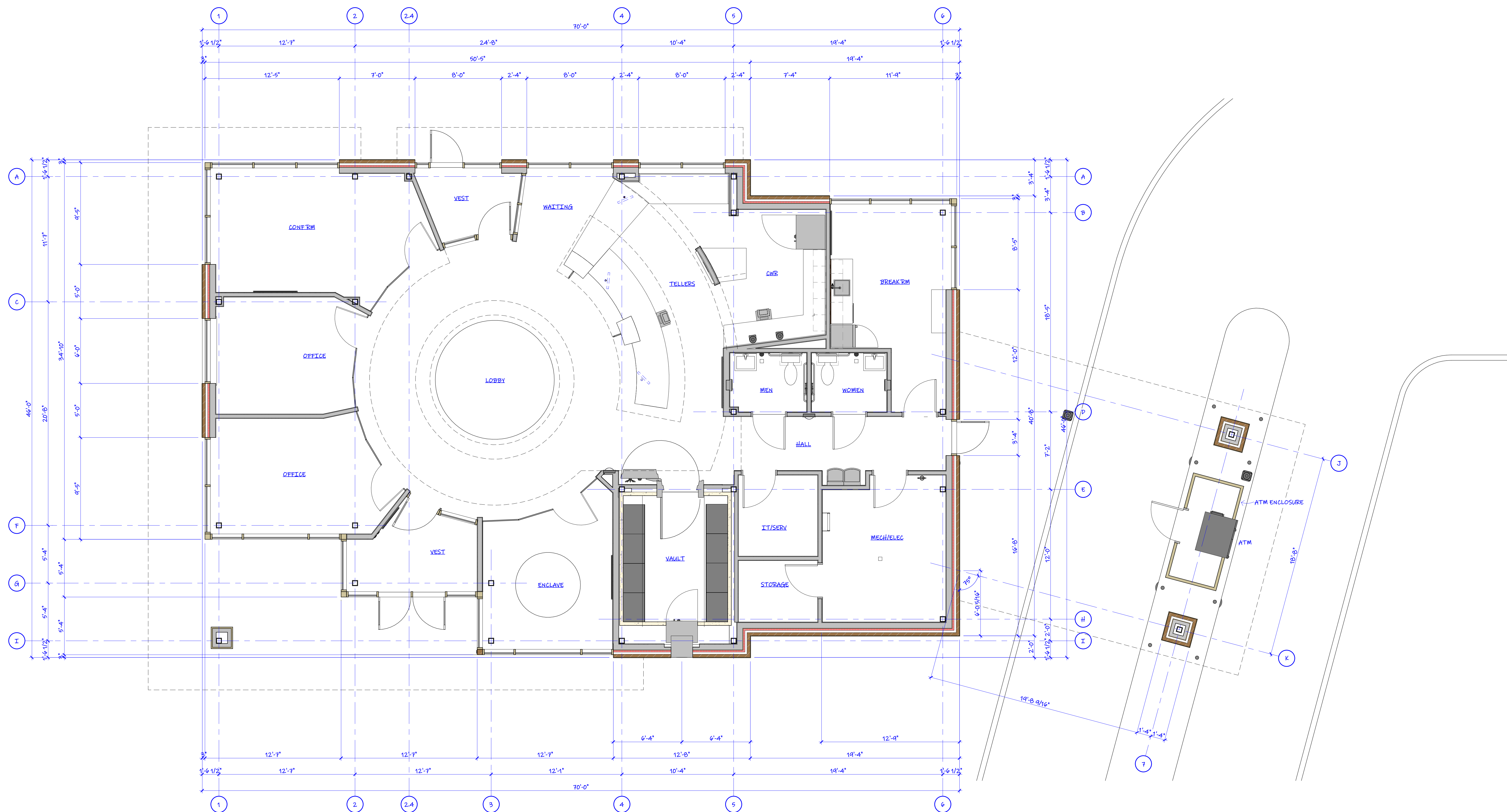




VIEW FROM CLAY STREET



VIEW FROM PARKING



1A FLOOR PLAN
P101 1/4" = 1'-0"

COMMUNITY BANK & TRUST
312 W 1ST ST
CEDAR FALLS, IA 50613

DATE	DESCRIPTION OF REVISION
5/19/2020	PLANNING & ZONING RESUBMITTAL
5/19/2020	PLANNING & ZONING RESUBMITTAL
5/27/2020	PLANNING & ZONING RESUBMITTAL

DATE ISSUED:
MAY 28, 2020

DRAWN BY:
Author

CHECKED BY:
Checker

PROJECT NO.:
1731

FILE NAME:
C:\Users\jacob@kg.com\Documents\1731 -
CB&T-central_inch\cb&t.rvt

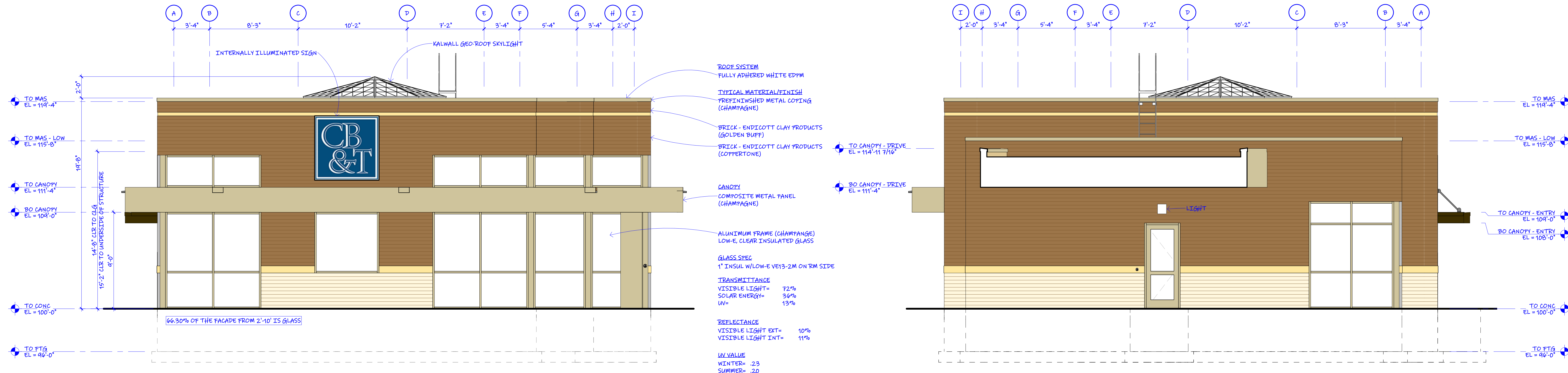
FLOOR PLAN
SHEET NUMBER:
P101

DATE	DESCRIPTION OF REVISION
5/19/2020	PLANNING & LOANING RESUBMITTAL
5/19/2020	PLANNING & LOANING RESUBMITTAL
5/19/2020	PLANNING & LOANING RESUBMITTAL

DATE ISSUED:	MAY 28, 2020
DRAWN BY:	Author
CHECKED BY:	Checker
PROJECT NO.:	1731
FILE NAME:	C:\Users\jacob@kg.com\Documents\1731 - CB&T-central_inch\cb&t.rvt

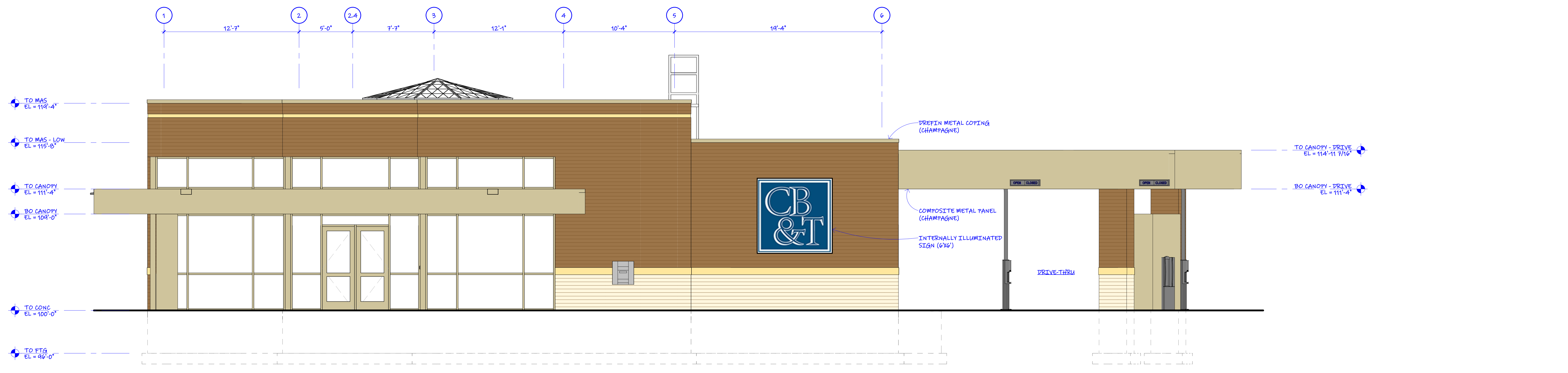


1A EAST EXTERIOR ELEVATION
P201 1/4" = 1'-0"



1D NORTH EXTERIOR ELEVATION
P201 1/4" = 1'-0"

7D SOUTH EXTERIOR ELEVATION
P201 1/4" = 1'-0"



1A WEST EXTERIOR ELEVATION
P201 1/4" = 1'-0"


DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
www.cedarfalls.com

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Green & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: June 11, 2020
SUBJECT: Prairie Winds Fourth Addition – Final Occupancy Request
 5023 Kara Drive

On February 18, 2020, City Council approved occupancy for up to six residential properties in Prairie Winds Fourth Addition (Panther Farms LLC) due to frozen conditions preventing remaining work from occurring. This is permitted by the Subdivision Code, Section 24-54(e) and has occasionally been considered in other subdivisions.

Staff received a request on June 11th for occupancy at 5023 Kara Drive. The Developer has a family anticipating moving in on June 12th, pending the final building inspection.

Staff recommends denial of the request. Weather conditions have not prevented work from being completed.

Should the Developer address items required for staff to recommend acceptance of all public improvements prior to the next Council meeting (such as lien waivers documenting all project improvements have been fully paid, sanitary sewer video for the City's visual inspection for proper installation and no debris in the lines, as two examples), staff will issue occupancy because requirements have been met.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper./Maint. Division Manager
DATE: June 8, 2020
SUBJECT: Equipment Purchase

Bids were opened on May 21st, 2020 for a dump truck/snow plow combination to be utilized in the Operations and Maintenance Division. This single axel dump truck will be utilized for snow and ice control as well as all other aspects of street and park construction and maintenance activities. This unit is budgeted for purchase in FY21 in the amount of \$160,000.00 utilizing Street Construction Funds. The chassis and body components are bid separately to obtain the best possible pricing.

Following is a summation of the bids received for the chassis and body components;

Chassis

Don's Truck Sales	\$75,186.00
Thompson Truck & Trailer Sales	\$75,848.00
Truck Country of Cedar Rapids	\$76,286.00

Body

HiWay Truck Equipment	\$77,247.30
Tri State Truck Equipment	\$79,694.00
Future Line Truck Equipment	\$90,377.34

The bid for the chassis in the amount of \$75,186.00 from Don's Truck Sales was in order and the lowest bid received. The lowest responsible bid for the components was received from HiWay Truck Equipment in the amount of \$77,247.30.

It is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total complete build cost of \$152,433.30. As mentioned above, the expenditure is fully funded and will be paid from Street Construction Funds.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper./Maint. Division Manager *BH*
DATE: June 8, 2020
SUBJECT: Equipment Purchase

Sealed Bids were opened on May 21st, 2020 for a side load automated refuse collection unit to be utilized in the Refuse Section of the Operations and Maintenance Division. This unit is budgeted for purchase in FY21 in the amount of \$190,000.00 utilizing Refuse Funds. The chassis and body components are bid separately to obtain the best possible pricing.

Following is a summation of the bids received for the chassis and automated body;

Chassis

Don's Truck Sales	\$91,883.00
Truck Country of Cedar Rapids	\$95,446.00
Thompson Truck & Trailer Sales	\$98,368.00

Body

Elliott Equipment	\$113,150.00
Kilburg Equipment	\$117,752.00

The lowest responsible bid for the chassis was received from Don's Truck Sales in the amount of \$91,883.00. The lowest responsible bid for the automated body was received from Elliott Equipment in the amount of \$113,150.00

It is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total complete build cost of \$205,033.00. The overage of \$15,033.00 will be paid from the refuse operating budget.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director

**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: Jon Fitch, Principal Engineer, PE

DATE: June 10th, 2020

SUBJECT: 2020 CDBG Sidewalk Infill Project
Project No. SW-000-3223
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; Business Certification and Form of Proposal with Boulder Contracting , LLC for the construction of the 2020 CDBG Sidewalk Infill Project.

The Department of Public Works recommends approving and executing the contract with Boulder Contracting, LLC. for the construction of the 2020 CDBG Sidewalk Infill Project. This project involves the construction of sidewalks, minor grading, miscellaneous curb and gutter replacement, pedestrian ramps and site restoration.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2020 CDBG SIDEWALK INFILL PROJECT, Project No.SW-000-3223 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 4th day of May, 2020, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SW-000-3223 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond
- m. Form of Contract
- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.



Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk



CERTIFICATE OF LIABILITY INSURANCE

Item 42.
DATE (MM/06/05/2020

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).

PRODUCER Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Shelby Greiner	
		PHONE (A/C, No, Ext): 319-896-7702 FAX (A/C, No):	
		E-MAIL ADDRESS: sgreiner@holmesmurphy.com	
INSURED Boulder Contracting, LLC 25789 N. Ave. Grundy Center, IA 50638	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Bitco General Insurance Corporation		20095
	INSURER B: TRAVELERS PROP CAS CO OF AMER		25674
	INSURER C: Bitco National Insurance Company		20109
	INSURER D:		
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 59423472 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP3694317	06/01/20	06/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3694315	06/01/20	06/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP21P4194A20NF	06/01/20	06/01/21	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3694316	06/01/20	06/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured on General Liability as required by written agreement with the Named Insured, per policy terms and conditions. Waiver of subrogation applies on the General Liability as required by written agreement with the Named Insured, per policy terms and conditions. 30 days notice of cancellation will be provided per policy terms and conditions.

CERTIFICATE HOLDER City of Cedar Falls Department of Developmental Services 220 Clay Street Cedar Falls, IA 50612 USA	CANCELLATION 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

Performance, Payment and Maintenance Bond

SURETY BOND NO. 070906N

KNOW ALL BY THESE PRESENTS:

That we, Boulder Contracting, LLC, as Principal (hereinafter the "Contractor" or "Principal" and Westfield Insurance 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 Sixty-nine Thousand Six Hundred Eight & 45/100ths (\$ 69,608 45 00), 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 _____ day of _____, 2020, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2020 CDBG Sidewalk Infill Project Project SW-000-3223

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 Polk 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. SW-000-3223

Witness our hands, in triplicate, this _____ day of _____, 2020.

Surety Countersigned By:
Nancy D. Baltutat
Signature of Agent

PRINCIPAL:

Boulder Contracting, LLC
Contractor

By: [Signature]
Signature
Owner
Title

Nancy D. Baltutat
Printed Name of Agent

LMC Insurance & Risk Management
Company Name

4200 University Avenue #200
Company Address

West Des Moines IA 50266
City, State, Zip Code

515-244-0166
Company Telephone Number

SURETY:

Westfield Insurance Company
Surety Company

By: Nancy D. Baltutat
Signature Attorney-in-Fact Officer

Nancy D. Baltutat
Printed Name of Attorney-in-Fact Officer

LMC Insurance & Risk Management
Company Name

4200 University Avenue #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.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint MARK E. KEAIRNES, JOSEPH I. SCHMIT, JEFFREY R. BAKER, JILL SHAFER, GREG T. LAMAIR, NANCY D. BALTUTAT, PATRICK K. DUFF, CHRISTOPHER R. SEIBERLING, JOINTLY OR SEVERALLY

of WEST DES MOINES and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of JUNE A.D., 2016 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 07th day of JUNE A.D., 2016 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio; this day of



Frank A Carrino Secretary Frank A. Carrino, Secretary

Section 3 Business Certification

- To be completed by the business claiming Section 3 business status.

All contract and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 businesses, documentation of their status must be retained in the project files. IEDA considers this form adequate documentation of Section 3 status.

HUD contracts awarded to the State of Iowa and/or a recipient (City/County) with more than \$200,000 in HUD funds are "Section 3 covered projects". Any contractors, with which they contract for more than \$100,000 on these projects, are required to report on all contracts they make both with Section 3 business concerns and with businesses that are not Section 3 business concerns.

This form is a tool to determine and document the Section 3 business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

Business being certified:

Company: BOULDER CONTRACTING, LLC.

Address: 606 E. 1ST ST. PO BOX 310 - GRANDY CENTER, IA 50638

Project information:

Project Name: 2020 CDBG SIDEWALK INFILL PROJECT

Project Address: CEDAR FALLS.

Section 3 determination

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of median family income OR by individuals that are public housing residents?

*Please reference <https://www.iowaeconomicdevelopment.com/Community/downloads> (under recipient income Requirements and Census Information) to determine if employee is less than 80% of the current area median income.

Yes ___ No X

2. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of median family income, or within three years of the date of first employment with the business concern were Section 3 residents?

Yes ___ No X

3. Will you subcontract more than 25% of this contract with a qualified business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents?

Yes ___ No X

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: 

Print Name: LUKE KSWANOTE Date 6/10/20


DEPARTMENT OF PUBLIC WORKS – Engineering Division

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 Green and City Council

FROM: Jon Fitch, Principal Engineer

DATE: June 10, 2020

SUBJECT: Professional Services Agreement
 Union Road Reconstruction: W. 27th St to University Ave
 Foth Infrastructure & Environment, LLC
 Project No. RC-000-3238

Please find attached the Professional Services Agreement with Foth Infrastructure & Environment (Foth LLC) which outlines the scope of services and costs for the Union Road Reconstruction: W. 27th St to University Ave project.

This project is for design only of the roadway and was moved forward in the CIP as a result of the Future Infrastructure Stimulus plan that is expected to be released by the US Government in the fall of 2020. Projects approved as a part of the stimulus package must be shovel ready. Therefore this project has no guarantee to make the cut for stimulus dollars. If stimulus money is not granted, the project will be shelved until the regularly scheduled CIP calendar year of 2024.

The enclosed agreement with Foth LLC provides for the design of Union Road from W. 27th St to University Avenue. The fees of this agreement are based on hourly rates and fixed expenses and shall not to exceed the total amount of \$516,800.00.

This project is currently programmed in the CIP for construction in FY 2024-2025. The project is currently budgeted at \$4,040,000. Programmed funds include Local Option Sales Tax, Street Construction Fund, General Obligation Bonds and possible Federal or State Funding.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Foth LLC for the Union Road Reconstruction: W 27th St to University Ave project.

If you have any questions or comments feel free to contact me.

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


DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 www.cedarfalls.com

Engineering Division
 Phone: 319-268-5161 Fax: 319-268-5197

PROFESSIONAL SERVICE AGREEMENT

**Union Road Reconstruction: W. 27th St to University Ave
 Cedar Falls, Iowa
 City Project Number RC-000-3238**

This Agreement is made and entered by and between Foth Infrastructure & Environment, LLC, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 50401, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of

contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Five hundred sixteen thousand eight hundred dollars (\$516,800.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between

receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____
City of Cedar Falls

By: _____
Foth Infrastructure & Environment, LLC

Printed Name: _____

Printed Name: Aaron Moniza

Title: _____

Title: Senior Client Manager

Date: _____

Date: _____

Exhibit A

Union Road Reconstruction: W. 27th St to University Ave Cedar Falls, Iowa City Project Number RC-000-3238

SCOPE OF SERVICES

*** This document outlines the scope of services specific for the Union Road Reconstruction Project. The term "CONSULTANT" as used in this document shall be defined as the design contractor (Foth Infrastructure & Environment, LLC) that will be performing work for the City of Cedar Falls under contract, hereinafter, the "CITY", under contract.

A. Project Description

Project will include the reconstruction of Union Road (minor arterial) between W. 27th Street and University Avenue, including the intersections of W. 27th Street and University Avenue.

Project Objectives:

- Replace existing pavement
- Replace subsurface materials as necessary
- Replace box culvert located 1,350 feet south of W. 27th Street.
- Update roadway typical section to current SUDAS design standards
- Maintain or improve project area drainage
- Intersection improvements at Union Road/W. 27th Street and Union Road/University Avenue.

B. General Scope of Work

The work to be performed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete the following scope of services for the project.

The project consists of conceptual development, public involvement, preliminary design, final design, and right-of-way acquisition (if necessary).

Project Assumptions:

- Existing 66' corridor right-of-way width on Union. Existing corridor right-of-way width on 27th Street varies between 84-100 feet. Existing corridor right-of-width on University Avenue is 100 feet.

Union Road Reconstruction
W. 27th St to University Ave
City Project No. RC-000-3238

- Urban approach: based upon initial discussions with City staff, the corridor design approach will be to convert the corridor from rural to an urban 2-lane typical section.
- Improvements to the intersections of W. 27th Street and University Avenue are included in project scope. Intersection improvements for Union Road and W. 27th Street will be based on W. 27th Street Corridor Study (completed as a separate City project).
- Public utility improvements (water, sanitary) not part of project.
- One permanent acquisition and six possible temporary construction easements. Consultant to prepare acquisition plat and temporary easement exhibits and complete acquisition services if right-of-way acquisition is required.
- Roadway lighting not planned for corridor. Lighting at University Avenue and 27th Street intersections will be included. CFU will do the electrical circuit design for lighting.

The work includes, but is not limited to:

Project Management/Administration

Task 1 - Project Management (7 mos. for June 2020-Dec 2020)

The project manager for the Consultant will be responsible for maintaining coordination with the City, monthly progress reporting, minutes of meetings, interoffice memoranda, and project invoicing. This task also includes scheduling of staff, review of progress, and senior review of deliverables.

Internal Project Kick-off Meeting

The Consultant will conduct an internal kick-off event with the project team. The events will involve the development of a realistic project plan, including a high level master schedule, resource plan, visual work flow planning boards and a proactive risk identification and mitigation analysis. Regularly scheduled stand-up meetings, combined with the visual board will be used to update the entire team on the progress of project milestone/deliverables, individual team member task completion and to facilitate the overall team collaboration. For budget purposes, the project team will hold two (2) internal project development kickoff meetings (a) Preliminary Design and (b) Final Design for milestone/deliverable planning.

Quality Control

Involve ongoing quality control input from the project team and senior technical staff throughout the development of preliminary and final plans. Review the preliminary and final engineering plan sets for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Project Coordination

The Consultant will complete the following project coordination activities.

Task 1 - Design Development Meetings

The Consultant will maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend four (4) meetings that will be attended by two (2) staff members of the Consultant. The following meetings are included with the scope of work:

- Functional Design Phase - One (1) meeting
- Preliminary Plan Phase - One (1) meeting
- Final Plan Phase - One (1) meeting

There is one (1) additional meeting included for miscellaneous purposes and it is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project (design details, additional scope elements, amendment)

As necessary, discussions with individual utility companies to address specific conflicts will occur as part of the design development meetings.

Task 2 - Public Information Meetings

The Consultant will conduct one (1) public informational meeting that will be attended by two (2) staff members of the Consultant. The purpose of the meeting will be to provide a brief overview of the proposed improvements to the surrounding neighborhoods and a discussion of the reconstruction plan, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties. This task includes preparation of the public notification letter, display materials and hand out information for the meeting.

The reserving of the meeting facility and a public notification will be completed by the City.

Task 3 - Periodic Meetings with Local Elected Officials

Informational update presentations will be provided to the City Council on an as needed basis during the design development process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on design development concepts and schedule. The presentations will be held in conjunction with Council Work Sessions or as determined by the City. For estimating purposes, it is assumed that the Consultant will attend one (1) meeting.

Design Surveys

The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City will provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey

The Consultant will perform topographic surveys required for the development of the project. Horizontal and vertical accuracies will be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Task 3 - Utility Survey

The Consultant will perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant will field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed, if present, include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section

lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 5 - Right-of-Way Survey

The Consultant will perform right-of-way surveys as required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which temporary easement exhibits are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 6 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map. For budgetary purposes, it is assumed that sixteen (16) parcels are within the project limits.

Task 7 - Preparation of Legal Descriptions and Temporary Easement Exhibits

The Consultant will prepare legal descriptions and parcel exhibits for temporary easements to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Temporary Construction Easements = 6

No.	Parcel Name	ROW (FE)	Easements (TE)	Easements (PE)
1	11310 University Avenue		1	
2	3815 Union Road		1	
3	3515 Union Road		1	
4	3219 Union Road		1	
5	3129 Union Road		1	
6	2725 Union Road	1	1	

Task 8 – Permanent Monumentation of Right-of-Way

This task consists of monumentation of the right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation will comply with requirements of the Iowa Code and will be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task also includes resetting existing right-of-way monumentation for those parcels with only a temporary construction easement.

Task 9 - Public Notice of Project

The Consultant will prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The City will distribute the notice letter.

Environmental Services

The Consultant will complete the following environmental services as part of the Project.

Task 1 - Wetland and Waters of the U.S. Delineation

The Consultant will perform a wetland and Waters of the United States (WUS) delineation of the project area. The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation.

The methods the Consultant will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Under normal circumstances, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

Our proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
 - Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
 - Classify soil types and evaluate hydric soil indicators using shallow soil probes or spade holes.
 - Observe site characteristics for wetland hydrology indicators.
- Utilize a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries of delineated wetlands and WUS. If heavy tree cover is present, a non-GPS survey may be needed to identify wetland boundaries. Fees for standard surveying have not been included in this proposal.
- Prepare maps showing the delineated wetland and WUS area(s).
- Submit a Wetland and Waters of the U.S. Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

The scope of this proposal includes one site visit to conduct a baseline delineation. The fees in this proposal do not include additional meetings or data collection/evaluation that may be requested by the U.S. Army Corps of Engineers (USACE).

Task 2 - Section 404 Permit Application

If wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section.

The proposed roadway project will likely be covered under Regional Permit 7 for Fill Material Placed for Linear Transportation Projects. Under Regional Permit 7, mitigation is not required for stream losses less than 300 linear feet or for impacts to less than 0.10 acres of jurisdictional wetlands. Please note that this proposal assumes that roadside ditch wetlands within the project area will not be regulated.

This proposal does not include fees for preparing a Mitigation Plan if the jurisdictional wetland impacts exceed 0.10 acres and/or WUS impacts exceed 300 feet. If wetland or WUS mitigation is necessary, budget estimates for additional services will be provided as the project scope evolves.

Task 3 - Threatened & Endangered Species Habitat Assessment

The Consultant reviewed the U.S. Fish and Wildlife Service (FWS) Endangered Species List to evaluate potential Threatened and Endangered (T&E) species in the project area. The list for project area included the following species:

- Prairie bush-clover (*Lespedeza leptostachya*)
- Western prairie fringed orchid (*Platanthera praeclara*)
- Rusty patched bumble bee (*Bombus affinis*)
- Northern long-eared bat (*Myotis septentrionalis*)

The Consultant will retain a subcontractor to perform a T&E habitat assessment of the project area. The T&E Habitat Assessment will include a review of FWS's Planning and Consultation System and the IDNR's Natural Areas Inventory database to identify species of concern and records of known occurrences. A desktop or walking survey of the project area will be conducted by a project biologist to assess the potential for T&E species. A report will be prepared to document the findings of the database search and field survey.

Task 4 - Phase I Cultural Resource Survey

The Consultant will retain a subcontractor to perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area.

Functional Design

Complete functional design layout for the proposed improvements. The primary focus will be on development of roadway geometrics, identify existing and proposed utility locations, identify existing and proposed right-of-way needs, and develop a general staging concept to construct the improvements. The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

Task 1 - Develop Design Criteria

The Consultant will develop and submit to the City design criteria to be used in developing the improvements. Criteria will conform to the City, Iowa DOT, SUDAS and AASHTO Standards and will be in English units. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of parking areas and right-of-way.
- Preferred Clear Zone/Acceptable Clear Zone requirements.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements

- Utility corridor locations.

Prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

Task 2 – Develop Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, shoulder width, curb section/type, sidewalk widths, right-of-way widths, pavement types and clear-zones. This task does not include pavement and subgrade design.

This task also includes identifying potential storm sewer, sanitary sewer, water main and other utility locations in the development of the typical sections. The scope of services for this project does not include design calculations and capacity analysis for storm sewer, water mains or sanitary sewers.

Task 3 – Develop Functional Roadway Geometrics

Develop functional geometrics that includes intersection return radii, sidewalk locations, and driveway locations for the project. Included as part of this task is turning design vehicle templates at the intersections.

Task 4 - Develop Horizontal Alignments and Vertical Profiles

Utilizing functional geometrics and design survey, develop horizontal alignments and vertical profiles for the mainline and connecting roadways. The alignments and profiles will be developed based on the technical memorandum summarizing the design criteria

Task 5 – Preliminary Drainage Analysis

Inventory existing hydrologic and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been quantified, develop major cross road culverts based on Chapter 2 SUDAS Design Manual. Determine preferred culvert type and location and incorporate into the overall development of the functional roadway design.

Task 6 – Functional Design Exhibit

Prepare functional design exhibit that will consist of a full-size aerial strip map that shows the major project features. Include new roadway features, driveway locations, sidewalk locations, water main locations, storm sewer locations, sanitary sewer locations, fiber optic locations, property lines, property ownership, anticipated right-of-way needs, changes in accesses, and major structure locations.

Task 7 – Functional Staging Plan Exhibit

Prepare high-level overview of anticipated staging necessary to construct the project. Identify the number of major stages and how traffic, utility service, and property access will be maintained during construction. Document any special consideration that public or private utilities will require during construction. Prepare memorandum that documents staging constraints, anticipated construction effort, and any special considerations that will be incorporated into the preliminary and final design.

Preliminary Engineering

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project. The preliminary phase will include but not be limited to the following tasks:

Task 1 - Utility Research

The Consultant will meet with the utility companies, including City utilities for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 2 - Utility Conflict Identification

The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for the purposes of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer and all private utilities including gas, electric and communications.

Task 3 – Construction Staging Plan Development

The Consultant will develop a preliminary traffic control concept to indicate how the project will generally be constructed and traffic will be maintained during construction. The construction staging plan will take into consideration all elements of construction including mainline and side street roadways, storm water management improvements, property access, and private utility relocations. With refinements and acceptance by the City, the concepts developed in preliminary plans will serve as the basis for preparing the final traffic control plan in final design.

Task 4 – Acquisition Requirements Identification

The Consultant will identify temporary easement needs based on the preliminary design development. The requirements will take into considerations proposed utilities, construction staging and access, utility relocations and other critical construction elements.

Task 5 - Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The work to be performed by the Consultant under Preliminary Design will consist of the following tasks:

Title and Utility Conflict Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Existing Traffic data. Includes utility conflict identification tabulations and plan design exhibit sheets.

Preliminary Typical Cross Sections (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and pedestrian improvements.

Preliminary Streetscaping Plan (D and E Sheets)

This task consists of the development of preliminary plan sheets that will show the existing topography along with the proposed corridor and streetscaping improvements, including pedestrian facilities, access points, and gateway/roadway markers.

Preliminary Erosion Control (EC Sheets)

This item consists of preliminary design and layout of erosion control plan sheets required to construct the project.

Preliminary Survey Reference (G Sheets)

This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Preliminary Right-of-Way (H Sheets)

The preliminary plans will include an ownership reference plan exhibit showing general parcel information.

Preliminary Traffic Control and Staging (J Sheets)

Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan will include provisions for maintaining access to adjacent properties during construction.

Preliminary Geometric, Staking and Jointing (L Sheets)

Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct intersection improvements.

Preliminary Storm Drainage Systems (M Sheets)

Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical Profiles are not developed as part of this task.

Roadway Lighting Photometric Plan (P Sheets)

Union Road Reconstruction
W. 27th St to University Ave
City Project No. RC-000-3238

This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the City and CFU to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

Preliminary Removal Plans (R Sheets)

This item consists of preliminary layout of the project removal plan.

Preliminary Roadway Culvert - Type, Size and Location (TS&L) Plans (V Sheets)

Prepare 1"=20' scale Type, Size, and Location (TS&L) plans for proposed major drainage structures. This task includes a Situation Plan and a General Elevation consisting of a cross/longitudinal section perpendicular/along the roadway centerline at the roadway culvert. Roadway curve and profile data, hydraulic data, and traffic data will be shown. Two (2) box culverts are required for this project; one (1) new and one (1) extension of an existing culvert.

Preliminary Cross Sections (W and X Sheets)

This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 12 - Preliminary Field Review

A field review will be held with the project team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right-of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the field review will allow preparation for Final Plans.

Task 13 - Budget Review

The Consultant will prepare a preliminary opinion of probable construction cost for the project and compare the cost to the City's current Project budget. If necessary, the Consultant will make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Preliminary cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

Geotechnical Services (Terracon)

Task 14 – Geotechnical Exploration

The SubConsultant will complete geotechnical exploration along the project corridor. These services will be in general accordance with the standard specifications for subsurface investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. The task involves completing the following borings:

- Roadway borings (Mainline at 500-ft intervals alternating NB/SB lanes) = 15 borings (10' depth)

- Box Culvert borings (soils and slope stability) = 2 borings (30' depth)

The purposes of the borings include determination of existing pavement sections, roadway/utility design, settlement recommendations for new roadway alignment, moisture contents, groundwater levels, and engineering analysis. The borings will include all City/State required traffic control measures including coordination, permits and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the borings and meet City/State requirements.

This subsurface exploration will include laboratory testing, engineering analysis, pavement design and a written report.

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report will be prepared and include the following information:

- Description of the project.
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Subsurface soil conditions

In addition, geotechnical recommendations for the project will include:

- Bearing soils for culverts
- Settlement and global slope stability review (as defined above)
- Earthwork construction
- Expansive soil design considerations, if applicable
- Cut and fill construction
- Excavation and backfill
- Site preparation, including the suitability of the existing on-site soils for use as structural fill
- Subsurface drainage recommendations
- Subgrade preparation recommendations for grade supported pavements
- Recommendations for Portland Cement Concrete pavement thicknesses

Final Design

Based upon approved preliminary design, field exam, and public informational meetings, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 - Final Construction Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets)

Finalize title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Existing Traffic Data.

Final Typical Sections and Final Details (B Sheets)

This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets)

This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the Project.

Final Streetscaping Plan (D and E Sheets)

This item consists of the final design and drafting of corridor and streetscaping improvements, including the detail information required for plan approvals, permitting, and construction of the proposed improvements.

Final Erosion Control Plan (EC Sheets)

This task consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration types.

Reference Ties and Bench Marks (G Sheets)

Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Right-of-Way Sheets (H Sheets)

Finalize Right-of-Way sheets showing the existing right-of-way and temporary easement information in relation the proposed centerline, control points and property ownership.

Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)

This item consists of final design and drafting of the traffic control, staging, permanent pavement marking and traffic signing plans.

Final Geometric Staking, Jointing, and Edge Profiles (L Sheets)

This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavement areas and intersection improvements.

Final Design of Storm Drainage Systems (M Sheets)

This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project.

Roadway Lighting Plans (P Sheets)

This task consists of final design and drafting of the photometric plan and locations of poles on the drawings. Included in this task will be circuit design, utility service location, equipment location, schedule of materials to be provided by utility company is not included as part of this scope of services.

Final Removal Plans (R Sheets)

This item consists of final layout of the project removal plan.

Accessible Curb Ramp Design (S Sheets)

Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Finalize ramp geometric configurations, transitions between sidewalks and driveways, calculate horizontal curb openings, cross slopes, running slope, and label sidewalk width and passing space within the corridor.

Final Soils Design (T Sheets) - This task consists of final design and drafting of the soils information and earthwork quantities.

Final Construction Details (U Sheets)

This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, special storm water management details not included in the standard drawings, and other required miscellaneous details found to be required for completion of the project.

Final Roadway Culvert Sheets (V Sheets)

This task consists of final design and drafting of the plan and details for the two (2) box culverts.

Final Design Cross-Sections (W Sheets)

This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 50-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, and other pertinent information.

Task 2 - Incorporate City Comments from Final Plan Review Submittal

The Consultant will be incorporated final plan review comments into the plan set. The Consultant will revise final construction plans and specification to incorporate City comments.

Task 3 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary.

The Consultant shall prepare the following documents for the project:

- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City’s use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 4 - Project Manual

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The Statewide Urban Design and Specifications shall be utilized for this project.

Task 5 - Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Real Estate Services (JCG Land Services, Inc.)

The Consultant will retain the services of JCG Land Services, Inc. (JCG) to provide Real Estate Services required for the project as a Sub-Consultant to serve as the professional representative for both the Consultant and the City. The Consultant, with the assistance of JCG, will coordinate and manage the right-of-way acquisition process as an integral part of the management and scheduling of the project. Milestones and critical dates for completion of key elements of the right-of-way acquisition process will be identified and made a part of the project development plan and schedule. The objective is to start the acquisition process early and proceed to a timely conclusion of right-of-way acquisition. The Consultant, with the assistance of JCG, will coordinate specialists and subconsultants involved in right-of-way acquisition. The real estate acquisition services will follow the Iowa DOT’s Office of Right-of-Way’s instructional manual for property acquisition, Right-of-Way Information Packet for Local Public Agency Federal/State-Aid Projects.

The following table summarizes the anticipated project right-of-way acquisitions, for which this scope of service task has been developed:

No.	Parcel Name	ROW (FE)	Easements (TE)	Easements (PE)
1	11310 University Avenue		1	
2	3815 Union Road		1	
3	3515 Union Road		1	
4	3219 Union Road		1	
5	3129 Union Road		1	

6	2725 Union Road	1	1	
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The work tasks to be performed by the Sub-Consultant under Real Estate Services shall include the following:

Task 1 - Preparation of Parcel Files

Parcels will be established based upon unity of ownership, unity of use, and contiguous land. Once the parcel has been defined, two separate files will be established according to the Iowa DOT Right-of-way Design Section Manual. It is estimated that parcel files will be prepared for 6 parcels. The parcel file records shall demonstrate compliance with applicable state/federal laws and requirements. The files shall include the following items:

- All Correspondence
- Title Documents
- Design Summary Information & Plat
- Appraisals and Review Appraisals (not anticipated)
- Negotiator’s Notes
- Administrative Settlement (if used)
- Copy of Signed Contracts
- Title Opinion
- Conveyance & Closing Documents
- Relocation Forms (if used)
- Relocation Agent’s Notes (if used)
- Condemnation Documents (if used)
- Right-of-Way Record Checklist

Task 2 - Appraisals and Compensation Estimates

The Sub-Consultant shall obtain the services from an independent fee appraiser for the purpose of preparing a value finding appraisal that determines the fair market value of the land and improvements to be acquired for the project, unless in the appraiser’s professional opinion a “before and after” type of appraisal is required that addresses the severance damage to the remainder. The appraisals shall be completed using Iowa DOT forms or formats acceptable to the Iowa DOT and meet their standards.

It is estimated that value-finding appraisals will not be required for any properties. Compensation estimates to offer just compensation will be prepared to acquire minor temporary acquisitions using Iowa DOT forms and standards per IDOT I.M. No. 3.605, Compensation Estimates. It is estimated that a compensation estimate will be prepared for six (6) properties. If any landowner requests an appraisal, we will discuss with the LPA and any landowner-requested appraisals will be invoiced as a pass-through, reimbursable cost as extra work.

Task 3 - Right-of-Way Negotiations/Acquisitions

The Sub-Consultant shall serve as the Consultant's and the City's professional representative for right-of-way negotiations/acquisitions. The Sub-Consultant shall abide by the provisions of the Iowa Code Chapter 543B regarding the requirements for persons who purchase real estate for another, including disclosure of agency provisions. The Sub-Consultant shall provide proof of valid Iowa licenses and proof of required errors and omissions insurance, and shall document the parcel files that the disclosure of agency was made.

The Sub-Consultant shall prepare all acquisition contracts and other documents necessary to secure the required right-of-way in compliance with state and federal law.

The Sub-Consultant shall deliver to each owner of interest, including tenants, acquisition brochures, offers to purchase, proposed contracts, and offers of relocation, and answer acquisition related questions from each owner of interest. The Sub-Consultant shall not offer an owner of interest an amount in excess of the approved compensation estimate without the prior approval of the City.

Upon successful completion of negotiations on a parcel, the Sub-Consultant shall audit the contract for correctness and verify all appropriate interests were acquired from the proper parties prior to submission to the City for approval.

When an agreement cannot be reached with an owner of interest through normal negotiation procedures, the Sub-Consultant shall review the parcel, giving full consideration to all pertinent data and make a recommendation as to whether a settlement should be attempted at an amount in excess of the original offer or whether to acquire the parcel by condemnation proceedings.

Task 4 - Closing

The Sub-Consultant shall serve as the Consultant's and the City's professional representative as the closing agent during the performance of the closing process. The Sub-Consultant shall abide by the provisions of Iowa Code Chapter 543B regarding the requirements of persons who perform closings of real estate transactions (including the disclosure of agency provisions). The Sub-Consultant shall provide proof of valid Iowa licenses and proof of required errors and omissions insurance.

The Sub-Consultant shall prepare all documents necessary to secure the required right-of-way in compliance with state and federal law. The Sub-Consultant shall notify all mortgage(s), liens(s), and security interest(s)

holders of the pending transaction, and prepare and obtain releases necessary to obtain merchantable title to real and personal property acquired.

The Sub-Consultant shall provide closing payment information and payee instructions to the City (acquiring authority) in their transmittal letter with the completed parcel file for the closing and payment process to be performed by the City. The City shall complete final closing and transfer document recording.

The Sub-Consultant shall schedule closings, obtain signatures of each owner of interest on conveyance documents and explain and answer questions related to the closing process. The City shall provide proper and prompt payment to owners of interest.

The City shall comply with all Internal Revenue Service (IRS) rules and regulations pertaining to Form 1099 reporting requirements. The City shall gather data required for reporting, report data to property owners, the IRS, and the Iowa Department of Revenue, and deliver the City these records for the period of time required by the IRS.

The City shall record each document necessary to transfer title.

Task 5 - Condemnation Services (Task Not Included)
Condemnation Services are not included in this Scope of Services and these services will be completed under a supplemental agreement to this contract and shall include any appraisal service updates, updating of title opinions, and testimony required for the condemnation process.

C. Project Team

<u>Consultant</u>	<u>Scope</u>
<i>Foth</i>	<i>Project Management, Survey, Design</i>
<i>Terracon</i>	<i>Geotechnical</i>
<i>JCG</i>	<i>Real Estate Services</i>

D. Schedule

Functional Design	June 2020
Preliminary Design	July to August 2020
Public Meeting 1	August 2020
Final Design	August to October 2020
Bid Letting	October 2020
Construction	2021

E. Deliverables

The scope of services shall be considered to be complete upon completion and delivery of the following items to the satisfaction of the City:

- Temporary Easement Plats (if necessary)
- Original Final construction drawings (11"x17"), Final Project Manual, and Opinion of Probable Construction Cost
- All CADD files and design documents (AutoCad format)

F. Contingency

If at any time during the work the Consultant determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the City's Project Manager in writing and describe what costs are causing the overage and the reason. The Consultant shall not exceed the estimated actual costs without prior written approval from the City's Project Manager and Contract Administer.

Items that may cause the need to utilize the Contingency include but are not necessarily limited to the following: Design changes, unanticipated field conditions (e.g. unknown utility conflicts), increases in scope item quantities beyond those listed herein, plan and/or propriety equipment changes, Contractor changes, nonperformance by subconsultants, etc.

G. Additional Services

No additional services are included at this time. They may be added as extra work by Supplemental Agreement when appropriate to the project schedule.

- Preparation of a Mitigation Plan
- Additional T&E species studies, such as mist netting, acoustic surveys, emergence surveys, or botanical surveys
- Phase II archeological investigations
- Preparation of Environmental NEPA Documentation (CE/EA/EIS)
- Electrical Circuitry Design (to be completed by CFU)
- Project Bidding Support Services
- Construction Phase Services
 - Construction Administration
 - Resident Engineering/Observation
 - Construction Survey

Exhibit B

**Union Road Reconstruction: W. 27th St to University Ave
Cedar Falls, Iowa
City Project Number XC-000-3238**

**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.

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 companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

Union Road Reconstruction
W. 27th St to University Ave
City Project No. RC-000-3238

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - This 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.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

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8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful 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 contract, 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 contract. The limit of liability shall not be less than \$1,000,000.
9. **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.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa 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 of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, 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 this contract to the extent arising out of the errors, omissions or negligent 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 of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa 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

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Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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 this contract to the extent arising out of the errors, omissions or negligent 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 or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract shall be included in the modification amount submitted by Contractor, and paid by Contractor.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers 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 this contract or arising out of the work performed under this contract. The Contractor's policies of insurance 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.

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Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

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City Project No. RC-000-3238

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

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City Project No. RC-000-3238

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

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.

**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.

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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.

Union Road Reconstruction
W. 27th St to University Ave



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: _____	
INSURED Business Name 123 Main Street Anytown, IA 0000		INSURER(S) AFFORDING COVERAGE INSURER A : Carrier should reflect rating of A-, VIII or better INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 ITR	TYPE OF INSURANCE	ADDL INSR	SUBR WW2	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$ \$ \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROMSIONS below	<input type="checkbox"/>	N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION 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
--	--

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

Exhibit C

**Union Road Reconstruction: W. 27th St to University Ave
Cedar Falls, Iowa
City Project Number RC-000-3238**

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Union Road Reconstruction
W. 27th St to University Ave
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9. **Governing Law; Jurisdiction; Venue and Trial.** This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. **Attorneys' Fees.** In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. **Payment.** Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. **Limitations Period.** There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

Union Road Reconstruction
W. 27th St to University Ave
City Project No. RC-000-3238

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Illinois, Inc.		NAMED INSURED Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

General Liability includes Governmental Immunities.

This endorsement, effective 12:01 AM 03/01/2020

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Nonwaiver of Government Immunity. We expressly agree and state that the purchase of this policy and the including of the City of Cedar falls, Iowa as an Additional Insured does not waiver any of the defense of governmental immunity available to the City of Cedar falls, Iowa. Section 670-4 as it now exists and as it may amended from the time to time.
2. Claims Coverage. We further agree that this policy of insurance shall cover (subject to policy all policy terms, conditions and exclusions) 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 and 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 us from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. We shall not deny coverage nor 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 completed 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. We and the City of Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

All other terms, conditions and exclusions remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

This endorsement, effective 12:01 AM 03/01/2020

Forms a part of policy no.: 037205326

Issued to: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

(Based on CG2037 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

**Name of Additional Insured Person(s)
or Organization(s)**

Location of Completed Operations

Where required by contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. 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

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective 12:01 AM 03/01/2020

Forms a part of policy no.: 037205326

Issued to: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION

(Based on CG2010 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Location of Covered Operations

All others where required by contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions or
 - 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. 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

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective 12:01 AM 03/01/2020

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

Item 43.

DATE(MM/DD/YYYY)
02/05/2020

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).

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345		
	E-MAIL ADDRESS:		
INSURED Foth Infrastructure & Environment, LLC P.O. BOX 5095 DE PERE WI 54115-5095 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Charter Oak Fire Insurance Company		25615
	INSURER B: The Travelers Indemnity Co of CT		25682
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570080453623 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" 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			810-2L49594A-20 BUSINESS AUTO	01/01/2020	01/01/2021		COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION							EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-9H926140-20 WORKERS COMPENSATION	01/01/2020	01/01/2021	<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

Certificate No : 570080453623

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED ON THE AUTO LIABILITY CITY OF CEDAR FALLS, IOWA INCLUDING ALL OF ITS ELECTED AND APPOINTED OFFICIALS, ALL ITS EMPLOYEES AND VOLUNTEERS, ALL ITS BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS AS RESPECTS TO THE WORK BEING DONE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON AUTO AND WORKERS COMPENSATION AS REQUIRED BY WRITTEN CONTRACT. ENDORSED POLICIES WILL INCLUDE A 30 DAY NOTICE OF CANCELLATION/NONRENEWAL FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, PROVIDED TO THOSE PARTIES INDICATED IN THE WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS IA 50613 USA	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 <i>Aon Risk Services Central, Inc.</i>

POLICY NUMBER: P-810-2L49594A-20

ISSUE DATE: 01-01-20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED TO YOU THAT:
1. REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
2. IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF CANCELLATION OR NONRENEWAL

ADDRESS:

THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATION OF INSURANCE.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER:

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 any one not named in the Schedule.

SCHEDULE

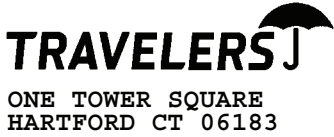
DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.**

DATE OF ISSUE:

ST ASSIGN:



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 11 (A) - 003

POLICY NUMBER: UB-9H926140-20

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. Name: ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

NUMBER OF DAYS NOTICE 30

2. Number of Days Written Notice: 0 Additional Days

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 \$ Insurance Company Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

POLICY NUMBER: 810-2L49594A-20

COMMERCIAL AUTO
ISSUE DATE: 1-1-2020**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GOVERNMENTAL IMMUNITY ENDORSEMENT –
IOWA JURISDICTION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

SCHEDULE**Iowa Jurisdiction:**

CITY OF CEDAR FALLS

Description of Project:

ANY PROJECT

The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions:****IOWA GOVERNMENTAL IMMUNITY**

- a. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of covered "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" in your business while on or for any project that is scheduled in this endorsement and that is located in such Iowa jurisdiction, this insurance applies only to the extent that such claim or "suit" is not subject to any defense of governmental immunity under Code of Iowa Section 670.4 and any amendment to that section.
- b. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" in your business while on or for any project that is scheduled in this endorsement and that is located in such Iowa jurisdiction, such Iowa jurisdiction will be responsible for asserting any defense of governmental immunity and must do so if requested in writing by us.
- c. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" in your business while on or for any project that is scheduled in this endorsement and that is located in such Iowa jurisdiction, we agree that:
- (1) the purchase of this policy and including the such Iowa jurisdiction as an additional insured under this policy does not waive any defense of governmental immunity available to such Iowa jurisdiction under Code of Iowa Section 670.4 and any amendment to that section;
 - (2) we will take the position that this insurance does not apply because of governmental immunity only after a court of law having jurisdiction over such claim or "suit" has ruled in favor of any defense of governmental immunity asserted by such Iowa jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**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: Matthew Tolan, EI, Civil Engineer II

DATE: June 11, 2020

SUBJECT: Downtown Levee Improvement Project
Flood Mitigation Board
Amendment #4

Each year, the Iowa Department of Homeland Security & Emergency Management along with the Iowa Flood Mitigation Board approves the state's Iowa Flood Mitigation Sales Tax Increment Fund (STIF). This STIF is distributed amongst other Iowa communities such as Cedar Rapids, Dubuque, Iowa City, and Cedar Falls. These funds are based on project projections throughout the state and as projects are closed out and adjusted to other communities.

In the attached Amendment #4 agreement, Exhibit B outlines the City's Sale Tax Use Projections. In June of 2017, Amendment #1 to the City's Sales Tax use was adjusted and split into Fiscal Year 2034. As the City's current project is now substantially complete and in coordination with the other Iowa communities, the City has requested a reduction in funding to \$5,658,672.32 with the final payment in 2020 of \$495,894.63.

The Engineering Division recommends acceptance of Amendment #4 for the Downtown Levee Improvement Project.

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

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

Amendment Number Four

AGREEMENT

Between

THE FLOOD MITIGATION BOARD

And

THE CITY OF CEDAR FALLS, IOWA

AGREEMENT NUMBER: 2014-0

PROJECT TITLE: Downtown Levee Improvement Flood Mitigation Project

This is Amendment Number Four to the above-referenced Agreement (AGREEMENT) between the Flood Mitigation Board and the City of Cedar Falls. The original AGREEMENT was executed on 04/07/2014, Amendment Number One on 06/29/2017, Amendment Number Two on 01/04/2019, and Amendment Number Three on 05/22/2019.

The Flood Mitigation Board, on June 8, 2020, voted to approve the Amendment Number Four to the Agreement between the Flood Mitigation Board and the City of Cedar Falls, Iowa.

Article 5, **APPROVAL OF USE SALES TAX REVENUES**, of the said AGREEMENT is amended to read:

The Board hereby approves the use of sales tax increment revenues under Iowa Code chapter 418 to the maximum amount of \$ **5,658,673**. Payable over the term of this AGREEMENT and pursuant to the schedule as set out in the attached Exhibit B Amended #4. All in accordance with and subject to the terms and conditions of this AGREEMENT, Iowa Code chapter 418, and applicable administrative rules.

All other paragraphs in said AGREEMENT remain unchanged.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above AGREEMENT and have caused their duly authorized representatives to execute this AGREEMENT.

CITY OF CEDAR FALLS, IOWA

FLOOD MITIGATION BOARD

By: _____
Robert M. Green, Mayor

By: _____
V. Joyce Flinn, Chair

Date: _____

Date: _____

Attest: _____
Jacque Danielsens, City Clerk

Date: _____

EXHIBIT B (Amendment #4) CITY OF CEDAR FALLS Flood Mitigation Program			
SALES TAX USE PROJECTIONS			
FISCAL YEAR	ORIGINAL REMITTANCE approved 02/28/2014	AMENDMENT #1 REMITTANCE approved 06/28/2017	AMENDMENT #4 REMITTANCE approved 06/08/2020
2014	\$ 580,134.00	\$ -	\$ -
2015	\$ 1,177,673.00	\$ 995,586.00	\$ 995,585.00
2016	\$ 1,793,137.00	\$ 1,793,137.00	\$ 1,793,137.00
2017	\$ 2,427,065.00	\$ 1,727,065.00	\$ 1,727,065.00
2018	\$ 646,991.00	\$ 646,991.00	\$ 646,990.69
2019	\$ -	\$ -	
2020	\$ -	\$ -	\$ 495,894.63
2021	\$ -	\$ -	\$ -
2022	\$ -	\$ -	\$ -
2023	\$ -	\$ -	\$ -
2024	\$ -	\$ -	\$ -
2025	\$ -	\$ -	\$ -
2026	\$ -	\$ -	\$ -
2027	\$ -	\$ -	\$ -
2028	\$ -	\$ -	\$ -
2029	\$ -	\$ -	\$ -
2030	\$ -	\$ -	\$ -
2031	\$ -	\$ -	\$ -
2032	\$ -	\$ -	\$ -
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ 1,462,221.00	\$ -
2035	\$ -	\$ -	\$ -
TOTAL	\$ 6,625,000.00	\$ 6,625,000.00	\$ 5,658,672.32



ADMINISTRATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 11, 2020
SUBJECT: Agreement for Private Development – Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company

Staff would like to request that a public hearing be scheduled for July 6, 2020 to address a proposed Agreement for Private Development with Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company. The proposed project would consist of the construction of a new 2,900 square foot commercial building. Additional information pertaining to this project and corresponding agreement terms will be provided to City Council prior to the public hearing.

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

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

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 ENTERING INTO A PROPOSED AGREEMENT FOR
PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR
FALLS, IOWA, AND COMMUNITY BANK AND TRUST, A
DIVISION OF CEDAR RAPIDS BANK AND TRUST COMPANY

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, and amended by Amendment No. 1, approved by Resolution No. 12,795 on May 14, 2001, by Amendment No. 2, approved by Resolution No. 18,165 on July 16, 2012, by Amendment No. 3, approved by Resolution No. 18,837 on November 11, 2013, by Amendment No. 4, approved by Resolution 20,864 on December 18, 2017, and by Amendment No. 5, approved by Resolution 21,367 on December 17, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company (the "Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between 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 Downtown Development Area Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of a 2,900 square foot commercial building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$140,000 or the

amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

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

WHEREAS, the Council has determined 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 Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action; 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 entering into the proposed Agreement for Private Development with the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 6th day of July, 2020, 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 entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, on certain terms as set forth in the proposed Agreement. A copy of the proposed Agreement 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 ____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

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 ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2020.

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF CEDAR FALLS IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO AN AGREEMENT
FOR PRIVATE DEVELOPMENT WITH COMMUNITY BANK AND
TRUST, A DIVISION OF CEDAR RAPIDS BANK AND TRUST
COMPANY, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Cedar Falls in the State of Iowa, will hold a public hearing on July 6, 2020, at 7:00 P.M. in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at which meeting the Council proposes to take action on the proposal to enter into an Agreement for Private Development (the "Agreement") with Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Development Area Urban Renewal Area as defined and legally described in the Development Agreement, consisting of the construction of a 2,900 square foot commercial building, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to the Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$140,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Cedar Falls in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this 15th day of June, 2020.

City of Cedar Falls, Iowa
By: Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
 220 CLAY STREET
 PH: 319-273-8606
 FAX: 319-273-8610

INSPECTION SERVICES
 220 CLAY STREET
 PH: 319-268-5161
 FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
 110 E. 13TH STREET
 PH: 319-273-8636
 FAX: 319-273-8656

**VISITORS & TOURISM/
 CULTURAL PROGRAMS**
 6510 HUDSON ROAD
 PH: 319-268-4266
 FAX: 319-277-9707

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: June 11, 2020
SUBJECT: Revised Easement Vacation for property at 312 W. 1st Street

REQUEST: Request to vacate a portion of an existing storm sewer easement (Case #VAC19-004)

PETITIONER: Community Bank & Trust, VJ Engineering

LOCATION: 19.2' by 21.9' storm sewer easement located at the northeast corner of the property at 312 W. 1st Street

PROPOSAL

This request is to vacate a portion of a 19.2' by 21.9' storm sewer easement located at the northeast corner of the property at 312 W. 1st Street. This easement area is 420 square feet. It is proposed to retain a 50 square foot area off the northeast corner and vacate the remaining 370 square feet in order to create space for the construction of a new bank facility.

Please note: A similar request to vacate the entire easement and dedicate back to the City a 50-foot easement was determined to be legally problematic, as additional documentation would be needed for dedication of a new storm sewer easement. Therefore, the original ordinance to vacate was not recorded to give time for the petitioner to consider their options. In consideration of this complication, the petitioner requests previous Council action to vacate the entire easement and dedicate a new easement be voided and a new public hearing set to consider vacation of only a portion of the existing storm sewer easement.

BACKGROUND

In the late 1980s, the Iowa Department of Transportation reconstructed W. 1st Street (aka Highway 57) east of the Franklin/Center Street intersection. Prior to the start of this project, the Iowa DOT secured the necessary right of way and easements from the adjoining properties. One such easement is located at the southwest corner of W. 1st Street and Clay Street. This easement was necessary for the construction of a storm sewer that connects two street inlets at this intersection. At that time, the Iowa DOT secured a 19' by 21' easement to accommodate the

new storm sewer and conveyed that easement in favor of the City of Cedar Falls.

In the summer of 2002, Community National Bank purchased the property. The bank remodeled the former Hardee's restaurant into a new branch facility that has operated at this site for the past 18 years. Recently, the bank is planning to construct a new branch facility near the northwest corner of this property. This site plan is for the new bank is described in a separate P&Z staff report under Case #SP19-017. During the initial review of this project, city staff indicated the need to vacate a portion of the easement near the northeast corner of the property to accommodate the proposed new construction. It has been determined that only an easement occupies this corner of the property and the bank owns the underlying property through which the easement crosses. After consultation with staff at the Iowa DOT, the city has determined the need to retain a 10-foot wide easement over this storm sewer. This easement is essentially 5 feet on both sides of the storm sewer pipe. The remaining portion of the existing easement may be vacated for the new bank facility.



STAFF RECOMMENDATION

The Community Development Department recommends that a public hearing be scheduled on July 6, 2020 and direct the City Clerk to publish the notice for the storm sewer easement vacation. Staff also recommends that the previous resolution approved by Council on April 20 to vacate the entire easement be voided.

RESOLUTION NO. _____

RESOLUTION FIXING DATE OF HEARING ON PROPOSED VACATION OF A PORTION OF AN EXISTING STORM SEWER EASEMENT ON LOT 1 BLOCK 17 ORIGINAL PLAT OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a request was submitted to the Cedar Falls Planning and Zoning Commission to vacate a portion of a storm sewer easement within Lot 1, Block 17, Original Plat of Cedar Falls, Black Hawk County, Iowa and

WHEREAS, said Commission has recommended approval of said request, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposal to vacate 370 square feet of the existing storm sewer easement located over, under and upon the property, as described below:

A PARCEL OF LAND LOCATED IN PART OF LOT 1, BLOCK 17, ORIGINAL PLAT IN THE VILLAGE OF CEDAR FALLS, LOCATED IN PART OF SEC. 12, T89N, R14W OF THE 5th P.M., BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID BLOCK 17; THENCE S89°55'E, 261.3 FT ALONG THE NORTH LINE OF SAID BLOCK 17 TO THE POINT OF BEGINNING; THENCE S00°00'W, 21.9 FT.; THENCE S90°00'E, 19.2 FT.; THENCE N00°05'E, 21.9 FT. ALONG THE EAST LINE OF SAID LOT 1; THENCE N89°55'W, 19.2 FT. ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; CONTAINING 420 SQ. FT.

Except retaining that portion of said existing easement over, under and upon the property, as described below:

THAT PART OF LOT 1, BLOCK 17, ORIGINAL PLAT IN THE VILLAGE (NOW CITY) OF CEDAR FALLS, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°22'14"W 10.0 FT ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT OF WAY OF CLAY STREET; THENCE N44°40'40"W, 14.13 FT TO THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT OF WAY OF WEST 1st STREET; THENCE S89°43'34"E, 10.0 FT. ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT OF WAY OF WEST 1st STREET TO THE POINT OF BEGINNING, CONTAINING 50 SQ.FT.

And that said public hearing shall be held on the 6th day of July, 2020, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa or by videoconference to prevent the spread of the COVID-19 virus, as determined by the City of Cedar Falls. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this ____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Karen Howard, AICP, Planning & Community Services Manager

DATE: June 11, 2020

SUBJECT: Setting Date of Public Hearing on a Request for Rezoning (Case#RZ20-001)
 Approximately 177 acres of property located east of Union Road and north of W. 27th Street (future West Fork Crossing Development)

REQUEST: Rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District; and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District

PETITIONER: Echo Development/Brent Dahlstrom; ISG Engineering

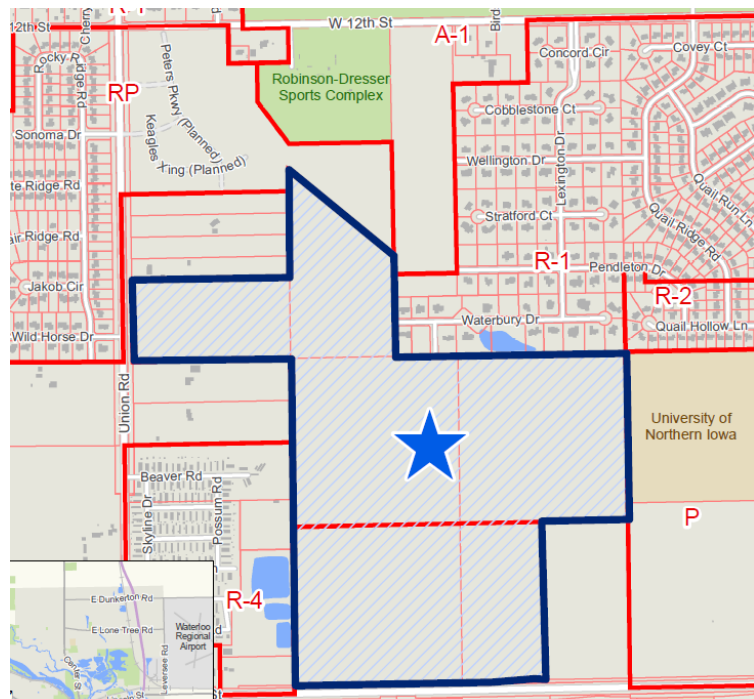
LOCATION: 177 acres of property east of Union Road and north of W. 27th Street

PROPOSAL

The petitioner has submitted a request to rezone approximately 177 acres of land located east of Union Road and north of W. 27th Street to RP Planned Residence District to allow the area to develop according to an RP Master Plan with single-unit detached homes on a variety of lot sizes and associated neighborhood infrastructure and amenities.

BACKGROUND

The northern 120 acres of the subject property was rezoned from A-1 Agricultural District to R-1 Residence District in October 2019. The intent at the time was to allow for development of a traditional single family subdivision according to the R-1 zoning standards. However, in developing plans for future development of the southern 57 acres of land currently zoned A-1, the developer indicated a



desire to allow a variety of single family lot sizes to serve a broader market and to create flexibility to create an efficient layout of the future neighborhood in response to the topography and drainage patterns of the land. The requested RP Planned Residence District provides the flexibility the developer desires, so they are requesting to rezone the entirety of the area to RP and have submitted a draft RP Master Plan for consideration.

The subject property is bordered by an R-1 zoned single family subdivision (Lexington Heights) and an RP District (NewAldaya development) to the north and a manufactured home development, zoned R-4, located to the west. Undeveloped land owned by UNI and the site of the new Cedar Falls High School is located along the eastern boundary of the subject property. West 27th Street extends along the southern boundary of the property with undeveloped farmland to the south. The northern edge of the property is bounded by the western reach of the University branch of Dry Run Creek. This portion of the property is located in the 100-year floodplain that runs along Dry Run Creek.

STAFF RECOMMENDATION

The Community Development Department recommends approval of RZ20-001, a rezoning from A-1, Agricultural District and R-1, Residence District to RP, Planned Residence District, subject to a master plan and development phasing plan and other development conditions outlined in the staff report, which will be incorporated into a development agreement that will be forwarded to the City Council for consideration and adoption with the rezoning.

The Planning and Zoning Commission discussed the request for rezoning at their meeting on May 13, 2020 and held a public hearing on the matter at their May 27th meeting. After consideration, the Commission recommended approval on a unanimous vote of 7-0 (Adkins, Hartley, Holst, Larson, Lynch, Prideaux, and Saul).

At this time, Staff recommends that Council set a public hearing date for July 6, 2020 to formally consider the rezoning request. A full staff report accompanied by a zoning agreement; and summary report of the Planning and Zoning Commission meetings will be provided to City Council prior the public hearing.

RESOLUTION NO. _____

RESOLUTION FIXING DATE OF HEARING ON PROPOSED AMENDMENT TO CHAPTER 26, ZONING, CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District; and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District, more specifically described below; and

WHEREAS, said upzoning to RP Planned Residence District causes a need for neighborhood infrastructure that ensures the health and welfare of future residents, which includes parks and trails, a well-connected network of streets, stormwater management facilities, sewer and water lines; and therefore is in the interest of the City to enter into a zoning agreement to ensure that the land is developed according to a master plan that incorporates all these important elements, is designed to respond to the natural topography of the site, and is consistent with the Comprehensive Plan and Future Land Use Map; and

WHEREAS, the Planning and Zoning Commission has recommended approval of said rezoning, and

WHEREAS, it is desired to submit the same for consideration to the City Council at a public hearing, as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing to amend Section 26-118, District Boundaries of Division I, Generally, of Article III Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, by removing and changing from the R-1 Residence District and A-1 Agricultural District, to the R-P Planned Residence District for the following described real estate:

Legal Description

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821

AND

Lot No. 2 in Robinson’s Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner’s Dedication filed July 29, 1992 in 302 Misc. 305

AND

The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County,

Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT

Parcel A in Lot 2 of Robinson’s Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839

AND

Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00007423.

And that said public hearing shall be held on the 6th day of July, 2020, at 7:00 o’clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa or by videoconference as determined by the City to prevent the spread of the COVID-19 virus. The City Clerk is hereby authorized and directed to publish notice of said hearing in the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 15th day of June, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

NOTICE OF PUBLIC HEARING ON A PROPOSED CHANGE IN SECTION 26-118,
DISTRICT BOUNDARIES OF DIVISION I, GENERALLY, OF ARTICLE III, DISTRICTS
AND DISTRICT REGULATIONS, OF CHAPTER TWENTY-SIX (26), ZONING,
OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA BY
REMOVING CERTAIN REAL ESTATE FROM THE R-1 RESIDENTIAL DISTRICT AND
A-1 AGRICULTURAL DISTRICT AND PLACING SAID REAL ESTATE IN THE R-P
PLANNED RESIDENCE DISTRICT

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the City Planning and Zoning Commission has recommended to the City Council of Cedar Falls, Iowa, to amend Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, and known as the Zoning Ordinance, and that the City Council of the City of Cedar Falls, Iowa will consider at a public hearing said request to amend said Ordinance by removing the real estate from the R-1 Residential Zoning District A-1 Agricultural District, and placing the same in the R-P Planned Residence District, as described below:

Legal Description

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821

AND

Lot No. 2 in Robinson's Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner's Dedication filed July 29, 1992 in 302 Misc. 305

AND

The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT

Parcel A in Lot 2 of Robinson's Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839

and

Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00007423.

There will be a public hearing on said proposed change on the 6th day of July, 2020, at 7:00 o'clock P.M., in the Council Chambers or by videoconference to prevent the spread of the COVID-19 virus, as determined by the City of Cedar Falls. Said rezoning request is now on file in the office of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and is available for reference and inspection by the public. Objections to said proposed change in said Ordinance may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

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: 319-273-8610
www.cedarfalls.com

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Green & City Council

FROM: Stephanie Houk Sheetz, Director of Community Development

DATE: June 9, 2020

SUBJECT: Request to Set Date of Public Hearing: Community Development Block Grant and HOME Consortium Annual Action Plan FY21 (FFY20)

The Community Development Department has developed FFY20 Annual Action Plan outlining the use of HUD's announcement that our CDBG entitlement grant is \$273,111 in federal fiscal year 2020. The plan allocates the funds in accordance with the adopted and HUD-approved 5-Year Consolidated Plan.

Based on the 5-Year Consolidated Plan's anticipated activities by year, the following is a summary of the tentative activities and funding in the FFY20 Annual Action Plan. We are also anticipating \$53,455 in FFY19 carryover revenues and expenditures related to a sidewalk project that is currently underway.

Activity	Amount	Percentage
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$11,000	4%
Prevent Homelessness Through Agency and Organizational Support (Service Agencies)	\$40,966	15%
Neighborhood Recreational Amenities (i.e. Parks, Playgrounds, Trees)	\$166,523	61%
CDBG Planning and Administration	\$54,622	20%
FFY20 Total	\$273,111	100%
Neighborhood Accessibility Improvements (i.e. Sidewalks, Trail, Curb Cuts)	\$53,455	Carry over from FFY19 funds

If there are changes to the outline above, staff will cover those at the public hearing.

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the

City's mission.

The FFY20 Annual Action Plan is available for public review. The public comment period is 30 days, per HUD requirements. It started May 25th and will end June 25, 2020. The Community Development Department recommends setting the public hearing and considering adoption of the FFY20 Annual Action Plan at their July 6th meeting.

Please contact me with any questions. Thank you.



**CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2020 (CITY FISCAL YEAR 2021) ANNUAL ACTION PLAN**

PRELIMINARY DRAFT FOR REVIEW (5/11/2020)

**COMMENT PERIOD PUBLICATION (30-day public comment period, per Citizen Participation Plan):
Waterloo-Cedar Falls Courier; **May XX, 2020****

May 25TH, 2020 (Opened the 30-day public comment period)
June 25th, 2020 (Closed the 30-day public comment period)

HOUSING COMMISSION (PUBLIC) MEETING ON: May 19th, 2020 (Recommendation to City Council)

CITY COUNCIL (PUBLIC) MEETINGS ON:
June 15th, 2020 (Council sets public hearing for July 6th, 2020)
July 6th, 2020 (Adoption) (After a properly-noticed public hearing was conducted)
Publication: Waterloo-Cedar Falls Courier; **June YY, 2020**

AP-05 Executive Summary - 91.220(b)

During Federal Fiscal Year 2020, the City of Cedar Falls intends to complete four (4) activities or programs: Owner-occupied rehabilitation and repair, benefitting two single-family units; agency and organizational support, helping 4,000 persons, of which 40 are homeless; improving neighborhood accessibility and recreational amenities, particularly improving parks and sidewalks benefitting 1,000 persons; and program planning and administration. These proposed activities focus on implementing the following excerpted, relevant, Cedar Falls 2019-2023 Consolidated Plan goals and objectives.

Housing

- (1) To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers; increasing the supply of supportive housing for those with special needs; and transitioning homeless persons and families into housing.

Action 1.2. Maintain existing affordable housing through continuation of housing rehabilitation, repair, deposit assistance, and code enforcement programs, all of which will endeavor to preserve housing quality standards.

Neighborhood and Community

- (2) To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low-and-moderate income households throughout the city, increased housing opportunities, and reinvestment in deteriorating neighborhoods.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to and among low-and-moderate income areas of the community

Action 2.2. Provide recreational and healthy lifestyle improvements to parks, recreational areas, and playgrounds in low-and-moderate income areas that may be owned by the city or other public agencies.

Public Services

- (3) To provide services, such as rent assistance and through contracted agencies: healthcare, mental health, substance abuse, financial counseling, nutrition, and other services that allow residents to reach their greatest level of self-sufficiency.

Action 3.1. Provide funding support to agencies, other than those cited above, that may offer services that will prevent homelessness or protect households that are near-homeless.

Action 3.2. Maintain the current Section 8/Housing Choice Voucher Program that is being administered by the City.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Economic Development

- (4) To expand economic opportunities through increased opportunities for living wage employment, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to low-and-moderate income areas of the community.

Evaluation of past performance

The City has been working diligently during the past three years to plan and implement CDBG programs that are attainable and designed to help the largest number of residents in a cost-effective manner. Specifically, the community has rehabilitated or repaired a number of owner-occupied housing units for low-and-moderate income households. Further, the City has funded six (6) agencies, which provide services to income-qualified Cedar Falls households on an annual basis. Finally, the community has partially financed infrastructure or capital projects, specifically sanitary sewer relining and sidewalk infill connectivity, that serve its low-and-moderate income census tracts.

Citizen participation

Citizen participation in the planning process of this Annual Action Plan took three forms: public meetings, public hearings, and informal comments garnered as a result of document availability. The participation process was governed by the City’s Participation Plan. The Cedar Falls Housing Commission held a public meeting on May 19th, 2020, the purpose and subject of which were included in the notice that was published on May XX, 2020 in the Waterloo-Cedar Falls Courier. Said notice offered a 30-day public comment period between May 25th, 2020 and June 25th, 2020. The City Council also held a properly noticed public hearing within the framework of a public meeting on July 6th, 2020. Notice for said City Council hearing was published in the Waterloo-Cedar Falls Courier on June YY, 2020. Copies of the draft Annual Action Plan were available at the Community Development Department and City Clerk’s Offices, as well as on the City’s website at www.cedarfalls.com.

Summary of comments received and denied

No public comments were received, and as a result, no citizen suggestions were denied.

PR-05 Lead & Responsible Agencies - 91.220(b)

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Cedar Falls	Department of Community Development

Narrative

The City of Cedar Falls administers its own CDBG activities, through the assistance of the Iowa Northland Regional Council of Governments (INRCOG). The City will carry out the activities described in the Consolidated Plan and Annual Action Plan using their CDBG Entitlement resources.

Public Contact Information**City of Cedar Falls**

Department of Community Development
Planning and Community Services Division
220 Clay Street
Cedar Falls, Iowa 50613
Contact: Planning and Community Services Manager
Telephone: (319) 273-8600
Website: <http://www.cedarfalls.com>

AP-10 Consultation - 91.220(b)

Agency and organizational consultation regarding this plan was fostered through the public participation process defined in the next section. Further, as a result of two factors: annual monitoring of the current Agency programs and the COVID-19 pandemic, the City has had several conversations and discussions with numerous agencies and organizations providing assistance to Cedar Falls residents. To that end, the City is electing to continue funding six agencies, with possible increases in amounts made possible by supplemental resources coming from the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

AP-12 Participation - 91.220(b)

A 30-day comment period legal notice, as allowed by US Department of Housing and Urban Development (HUD) waiver, was advertised on **May XX, 2020** in the Waterloo Courier. The comment period was defined in the notice, stating that the public could review and comment on the draft plan between **May 25th and June 25th, 2020**. The Commission held specific public comment opportunities on its agenda relative to the draft plans on **May 19th, 2020**, and the meeting was legally posted on the City's website. City Administration reviewed the draft document prior to presentation of the initial drafts to the Housing Commission and final draft before the City Council. A public draft was also on-file with the City Clerk and advertised as such. **Further, the Spring 2020 edition of the City's newsletter (Currents), which is directly mailed to each resident, included an article about the plan.** Also, public input was formally considered through conduct of a City Council public hearing on July 6th, 2020, **which was legally advertised in the Waterloo Courier on June YY, 2020. No comments were received from the public.**

AP-15 Expected Resources - 91.220(c)(1,2)

Introduction

The City of Cedar Falls anticipates receiving an allocation of \$273,111 in Community Development Block Grant funding and approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2020. There are no match requirements for either CDBG under the Entitlement Program or HCV funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Public Service Improvements, Neighborhood Access, Neighborhood Improvements, Planning and Administration	\$273,111	\$0	\$372,039 (Estimated)	\$625,124 (Estimated)	\$819,333 (Estimated)	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$5,200,000 (Estimated)	

Table 1 – Goals Summary

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will be used to provide rehabilitation and repair grants for single-family homeowners. Also, CDBG funds, awarded to agencies, will be used in conjunction with other agency funding sources in order to provide services to Cedar Falls households. Finally, the City will support Neighborhood Accessibility

Improvements and Neighborhood Recreational Improvements to low-to-moderate income areas (census tracts) of the community.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Goals, and the activities under each goal, that are categorized as Neighborhood Infrastructure Improvements (i.e. sanitary sewer, water, drainage), Neighborhood Accessibility Improvements (i.e. sidewalks, trails, curb cuts), and Neighborhood Recreational Improvements (i.e. parks, playgrounds) will likely occur on publicly owned land. Specifically, the publicly owned rights-of-way and parks will be used to address the needs identified in this plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Affordable Housing: Owner Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$11,000	Homeowner Housing Rehabilitated or Repaired: 2 Household Housing Units
2	Maintain Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$0	Rental Housing Rehabilitated or Repaired: 0 Household Housing Units
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$0	Apply Code requirements to residential units in LMI Areas: 0 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children's Services	CDBG: \$40,966	Public Service Activities Other than LMI Housing Benefit:4,000 persons assisted Homeless person overnight shelter: 40 persons assisted
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Infrastructure Development	CDBG: \$0	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 0 persons assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Neighborhood Development; Support Economic Development; Business Development	CDBG: \$0	Public Service Activities Other than LMI Housing Benefit: 0 persons assisted
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$0	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 0 persons assisted
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$166,523	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 1,000 persons assisted
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$0	Buildings Demolished: 0 Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: \$54,622	Not Applicable

Table 2 – Goals Summary

AP-35 Projects - 91.220(d)

Introduction

The projects chosen for funding allocation all serve a purpose in efforts to prevent homelessness, preserve the current housing stock of affordable homes in the area and provide services that are essential to keeping residents in their homes. These programs were designated to improve the housing stock, prevent homelessness and improve areas that meet the national objective in the community. Funds will be utilized in an efficient manner and serve those with the greatest need.

#	Project Name
1	Single-Family Owner-Occupied Rehabilitation
2	Rental Housing Rehabilitation
3	Code Enforcement
4	Agency and Organization Support
5	Neighborhood Infrastructure Improvements
6	Provide Access to Transportation Service
7	Neighborhood Accessibility Improvements
8	Neighborhood Recreational Amenities
9	Demolition and Clearance
10	CDBG Planning and Administration

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In order to serve Cedar Falls residents, funding will be allocated toward making housing more affordable, preserving existing affordable housing stock, increasing affordable housing, supporting low-to-moderate income neighborhood investment, and assisting citizens with accessing services. Funding will be focused on meeting two National CDBG Objectives, assisting low-to-moderate income persons and eliminating slum and blight in the community.

The primary barrier for assisted households is, and has been, the price of housing. Further, the resources available for the program outlined in this plan have been static, or even declining in some years. Conversely, the regulations and requirements associated with funded projects have increased along with administrative expenditures

Project Summary Information

1	Project Name	Single-Family Owner-Occupied Home Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Owner Occupied Units
	Needs Addressed	Maintain Affordable Housing
	Funding Target	CDBG: \$11,000 (Estimated)
	Description	Rehabilitation of Owner-Occupied Units; LMI Households
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 households will benefit from the CDBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons
2	Project Name	Rental Housing Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Renter Occupied Units
	Needs Addressed	Maintain Affordable Housing; Ensure Fair Housing for Residents
	Funding Target	\$0 (Estimated)
	Description	Repair of Renter Occupied Units; LMI Households
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 0 households will benefit from this limited CDBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons
3	Project Name	Code Enforcement
	Target Area	City of Cedar Falls; LMI Areas
	Goals Supported	Preserve Affordable Housing Through Code Enforcement
	Needs Addressed	Maintain Existing Affordable Housing
	Funding Target	CDBG: \$0 (Estimated)
	Description	Funds will be used to pay for code enforcement services provided to LMI areas.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 households in Cedar Falls.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	City staff inspection services for persons in LMI Areas in the community
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas

4	Project Name	Agency and Organization Support
	Target Area	City of Cedar Falls; LMI Limited Clientele
	Goals Supported	Prevent Homelessness Through Support of Agencies and Organizations
	Needs Addressed	Support for Services for Homeless, Near-Homeless, Special Needs; Provide Family and Children's Services
	Funding Target	CDBG: \$40,966 (Estimated)
	Description	Funds will be used to pay for financial education, nutrition, homelessness and sheltering, healthcare, family and children's, and substance abuse services for Cedar Falls residents who are seeking assistance that prevent homelessness.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 4,000 persons in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer eligible services, through contracting agencies and organizations, which could prevent homelessness in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons; Limited Clientele	
5	Project Name	Neighborhood Infrastructure Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Promote Infrastructure Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Funds will be used to improve infrastructure, specifically sanitary sewer service, to LMI areas. Street, water, stormwater management, and drainage improvements may also be funded.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 persons in the Cedar Falls area.
	Location Description	LMI Areas
	Planned Activities	Line sanitary sewer lines to residential units located in LMI areas in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas	
6	Project Name	Provide Access to Transportation Services
	Target Area	City of Cedar Falls (Citywide); LMI Areas
	Goals Supported	Provide Access to Transportation Services
	Needs Addressed	Support Economic Development, Business Opportunities, and Commercial Building Redevelopment; Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Provide access to transit services for LMI households in the community
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 people in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer transit passes to LMI households or extend transit service routes and/or hours of service to LMI areas

	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
7	Project Name	Neighborhood Accessibility Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Accessibility Improvements
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Infill sidewalk and trail gaps in LMI areas in the community
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 persons in the Cedar Falls area.
	Location Description	LMI Areas
	Planned Activities	This will be accomplished by infilling pedestrian improvements that will connect LMI households to service agencies, organizations, educational, recreational facilities, and employment opportunities and centers. Projects will be completed in residential neighborhoods using sidewalk, curb cuts/ADA ramps, and trails in LMI areas.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
8	Project Name	Neighborhood Recreational Amenities
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Recreational Amenities
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$166,523 (Estimated)
	Description	Install park and recreational improvements, trees, and aesthetic amenities located in parks or other public property in LMI areas of the community
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 1,000 persons in the Cedar Falls area.
	Location Description	LMI Areas
	Planned Activities	Install or replace playground equipment, trees, and recreational amenities in local city parks or other public properties serving LMI areas and households
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
9	Project Name	Demolition and Clearance
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Demolition and Clearance
	Needs Addressed	Conduct Demolition and Clearance Activities
	Funding Target	CDBG: \$0 (Estimated)
	Description	The funds will be used to prevent slum and blight throughout the Cedar Falls City limits by demolishing and clearing dilapidated buildings and structures in the community
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Demolition of approximately 0 dilapidated units in the City
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)

	Planned Activities	Demolish approximately 0 dilapidated units within the City
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight
10	Project Name	CDBG Planning and Administration
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	All of the AAP goals are supported by this function or activity
	Needs Addressed	Provide Effective Planning and Administration
	Funding Target	CDBG: \$54,622 (Estimated)
	Description	General management, oversight and coordination of the CDBG Program, policy planning, environmental reviews, report preparation, and administration will be financed using CDBG funds
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Administrative and planning activities, associated with the CDBG program
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight

Table 4 – Project Summary

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Our programs will serve Low-Moderate Income (LMI) households, LMI Limited Clientele agencies or organizations, or serve LMI areas, as defined by the Census Bureau and HUD. CDBG funding is used throughout the City of Cedar Falls as well as for purchasing services from a limited number of agencies that may not be located in Cedar Falls, but which will provide services to Cedar Falls residents.

Geographic Distribution

Target Area	Percentage of Funds
City of Cedar Falls and/or its Residents	100%

Table 5 – Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted above, the City will only assist individual LMI households under activity 1, Owner Occupied Housing Rehabilitation, and it plans to fund agencies serving LMI households or offering LMI Limited Clientele, as is allowed annually under activity 4. Also, it plans to use funds to benefit LMI areas within the community for activity 8, Neighborhood Recreational Amenities. To that end, there are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5.

Discussion

The qualifying block groups are scattered throughout the community, and the City does intend to use CDBG funding to support LMI-specific areas. Most of the agency or family support programs funded through CDBG and these programs are based on an individual household LMI determination or on a Limited Clientele basis. Rehabilitation programs, and those benefitting a specific household, will require participants to meet LMI income guidelines.

For the life of this Annual Action Plan, the City has projected that it will expend 19 percent of its budget on specific low-and-moderate income households under its homeowner rehabilitation and repair programs citywide, while planning to expend 61 percent of its overall budget for LMI-area benefit projects. Planning and administration expense are projected to expend 20 percent of the annual allocation.

AP-55 Affordable Housing Goals – 91.220(g)

Goals: The following goals were established in this Action Plan for CDBG Use in the City.

1	Goal Name	Maintain Existing Affordable Housing: Owner Occupied Units
	Goal Description	Continue to provide housing grants for rehabilitation, repair, accessibility and structural hazard removal grants to eligible low-and-moderate income households in order to preserve owner-occupied single-family housing stock.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons
2	Goal Name	Maintain Existing Affordable Housing: Renter Occupied Units
	Goal Description	Create housing grants for rehabilitation, repair, accessibility, and structural hazard removal grants to eligible low-and-moderate income households in order to preserve renter-occupied housing stock.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons
3	Goal Name	Preserve Existing Affordable Housing through Code Enforcement
	Goal Description	Working with the Elected Officials, Housing Commission, and Staff, continue to equitably enforce municipal code provisions that affect the safety of housing conditions, including property and rental inspections, municipal infractions, and building and structural codes (i.e. fire, mechanical, plumbing, electrical codes). Associated expenses in low-and-moderate income areas would benefit from implementing this goal.
	Plan Reference	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objectives	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas
4	Goal Name	Prevent Homelessness Through Support of Agencies and Organizations
	Goal Description	Continue supporting agencies providing homeless services, including sheltering, in the community, as well as providing financial counseling, nutritional, substance abuse, family services, and healthcare.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 1 and 3 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons; Limited Income Clientele
5	Goal Name	Neighborhood Infrastructure Improvements
	Goal Description	This goal provides for funding of infrastructure projects including street, water, sanitary sewer, stormwater management, and other projects in specific neighborhoods qualifying as low-and-moderate income areas.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 2 • Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas
6	Goal Name	Provide Access to Transportation Services
	Goal Description	Program provides funding for transportation to income-eligible households that are dependent upon these services in order to maintain employment.

	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
7	Goal Name	Neighborhood Accessibility Improvements
	Goal Description	Improved sidewalks, steps, curb-cuts, and trails that address accessibility barriers to residents in LMI areas, as identified by the Census Bureau.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 2 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
8	Goal Name	Neighborhood Recreational Amenities
	Goal Description	Provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees, and active living parks in LMI areas of the community.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 2 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based Actions and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
9	Goal Name	Conduct Demolition and Clearance Activities
	Goal Description	The primary purpose of this project is the demolition and clearance of dilapidated structures, thus eliminating specific conditions of blight or physical decay on a local basis. Individual demolition/clearance activities will be subject to CDBG eligibility verification.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 2 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas Aid in the prevention or elimination of slums or blight
10	Goal Name	CDBG Planning and Administration
	Goal Description	Provide CDBG Administrative Services, by city staff or contractors assisting city staff. The program provides effective planning and administration for CDBG programs that benefit low-and-moderate income areas and households in the community.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1, 2, 3, and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas Aid in the prevention or elimination of slums or blight

Table 6 – Goal Description

AP-60 Public Housing – 91.220(h)

The City of Cedar Falls does not own or manage public housing facilities, nor are there any located in the community, and therefore, this Action Planning process did not include evaluation of the needs of public housing, increasing engagement of public housing residents in the process, or addressing a “troubled” public housing agency.

AP-65 Homeless and Other Special Need Activities – 91.220(i)

To address homeless and special needs populations, the City of Cedar Falls uses the maximum allowable dollars for distribution to several agencies, as has been noted. The allocation process includes a formal Request for Proposals (RFP) process, whereby prospective agencies outline the services that they can offer to the City. The City conducts onsite monitoring visits to each agency receiving funds. These monitoring visits help ensure that quality services are being delivered while providing an opportunity for staff to become more aware of the service details, needs, and impacts. Finally, the awarded agencies from the prior year are given an opportunity to attend a City Housing Commission Meeting to discuss their program; offer insight regarding needs, particularly those that are unmet; and assuring the City that the CDBG funds are having a positive impact on its residents.

The City addresses homelessness and special needs in the following ways. First, the City funds agencies where expenses relate to operating homeless shelters (Salvation Army in prior years). Second, the City also funds agencies such that they may offer specific training and education that may affect a household’s needs, by hopefully offering resources regarding financial management, abuse, and family relationships, and credit counseling. Third, the City offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling. Finally, the City, using its CDBG funds, hopes to address hunger and nutritional needs by funding the regional food bank pantry. As is generally expected, resident needs outpace the amount of funding the City can offer the agencies through the CDBG program alone.

AP-70: HOPWA Goals – 91.220(l)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-75 Barriers to Affordable Housing – 91.220(j)

At this time, the need for quality, affordable housing is outpacing the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and its student housing needs, the City has unmet demand for affordable housing.

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City’s ability to control. First, the housing market, for low-income residents in Cedar Falls, is relatively expensive, with home valuation and rent costs being relatively high. Second, housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population, has increased prices dramatically, to the point of making units unaffordable for some low-and-moderate income households. Third, market demand has driven the price of land upward in the community, not to mention the high costs associated with “greenfield” residential development (that which occurs on previously undeveloped land), most notably the cost of infrastructure. Finally, declining or static local and federal resources, which could be allocated toward affordable housing projects, coupled with ever-increasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

As they may be identified, the City of Cedar Falls takes action to ameliorate negative effects of public policy on housing affordability. Also, the City may wish to explore public-private-nonprofit partnerships in the development

of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community.

Further, the City's Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1st Street and 7th Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. Further, fees are either "flat" or based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is collected by the City is determined by the State of Iowa. Currently, residentially classified property is rolled-back by the state such that local governments may only tax at a rate of approximately 55 percent of a property's market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property's market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

The City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, and development cost (primarily infrastructure). Obviously, then, this higher cost may not allow for persons with limited means to reside in the community. As a result, the City's participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, the City offers assistance to residents for the services, the cost of which were borne by the Program, thus not requiring persons to have to make difficult decisions between paying for housing-related expenses and the other services they may need. It also allows for infrastructure investments, avoiding increases in other rates, taxes, or assessments for property owners because CDBG funds are used.

AP-85 Other Actions - 91.220(k)

Introduction

The City of Cedar Falls is able to address obstacles to meeting the underserved needs through networking with public service agencies and nonprofit organizations that may prevent homelessness and provide affordable housing to Cedar Falls residents. Also, the City is working to maintain the affordable housing stock in the area and provide decent and safe conditions to its residents.

Actions planned to address obstacles to meeting underserved needs

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure we are reaching the goal of assisting residents with the greatest need. In addition, we will work with code enforcement and other departments to identify potential at-risk residents. Declining resources have been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents.

Actions planned to foster and maintain affordable housing

Cedar Falls continues to work to foster and maintain affordable housing. The Housing Rehabilitation and Repair Programs assist qualified homeowners with substantial home rehabilitation or repairs to existing units. Funding has also been provided to provide financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community. In addition, the City offers reduced refuse, sewer and storm water fees to households below the 50% income guidelines. This is accomplished by the City using its general funds to assist, which in-turn lowers the cost of housing.

Actions planned to reduce lead-based paint hazards

The Iowa Northland Regional Council of Governments directly, or through its subcontractor, provides lead risk assessment and completes lead-based paint clearance testing on the housing rehabilitation projects in Cedar Falls. In addition, the program allows for relocation of homeowners at-risk of negative impacts from lead-based paint. The City will continue to work with local, county, regional and other government agencies to achieve lead safe homes. The city provides "Protect Your Family from Lead in Your Home" brochure to educate CDBG applicants about the dangers of lead in the home.

Actions planned to develop institutional structure

The City, including Community Development Department and its Section 8 Housing Choice Voucher Program (which may also be known as the Cedar Falls Low Rent Housing Agency or Cedar Falls Housing Authority), and their contractor, the Iowa Northland Regional Council of Governments (INRCOG), will work to strengthen the institutional structure used to manage the CDBG Entitlement Program. Together, they will also work to close the housing delivery gap between public and non-public organizations in the community. Said organizations will also address the gap that exists with regard to private housing industry participation in developing the City's institutional structure. Specifically, the Section 8 Housing Choice Voucher Program will work with private industry to increase and maintain affordable housing stock for low-to-moderate income households. Through experience, participation in local, regional (PHA Director Association), state (Iowa NAHRO, Iowa Association of Housing Officials), and national (NAHRO, American Planning Association) housing and planning organizations, educational opportunities, and peer-to-peer exchanges with other CDBG Entitlement recipients, staff-members will become more proficient in executing, managing, assessing, and anticipating change within the program. Further, the same entities, together with the City of Waterloo Community Development Department, will continue to do likewise

with the institutional structure associated with administering the HOME Investment Partnership Program.

Actions planned to reduce the number of poverty-level families

Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; and provide emergency food and shelter.

Actions planned to enhance coordination between public and private housing and social service agencies

Community outreach is key in enhancing coordination between public and private housing and social service agencies. Staff attends Community Resource Fairs, and workshops with a number of local public service agencies and non-profit organizations. The meetings offer opportunities to foster relationships as well as identify the services each organization and/or agency is providing. By educating participating organizations on services available in the community, it will be better positioned to meet the needs of the low-moderate-income individuals and households in the city.

AP-90 Program Specific Requirements - CDBG 91.220(I)(1)

CDBG-funded projects that are expected to be available during the year are identified in the Projects Summary Table (AP-35) above. The following identifies any program income that may available for use in said projects.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income:	\$0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low-and-moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

AP-90: Program-Specific Requirements-HOME 91.220(I)(2)

The City of Cedar Falls is not a direct HOME Investment Partnership Program recipient. It is part of a consortium with the City of Waterloo, Iowa.

AP-90: Program-Specific Requirements-ESG 91.220(I)(4)

The City of Cedar Falls is not an ESG recipient.

AP-90: Program-Specific Requirements-HOPWA 91.220(I)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-90: HTF Specific Review 91.220(I)(5)

The City of Cedar Falls does not administer HTF funds.

**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 Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 11, 2020

SUBJECT: 2020 Seal Coat
Project No. SC-000-3234
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2020 Seal Coat Project.

We recommend setting Monday, July 6, 2020 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, July 14, 2020 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by June 16, 2020. The Plans and Specifications will be ready for distribution to contractors on June 16, 2020 allowing four (4) weeks of review before contract letting.

This Project involves seal coating 10 street sections and 1 alley, covering 61,481.8 S.Y.; and 29,460.4 S.Y. at multiple single lane drives within 3 cemeteries and 8 parking lots. Work shall include proper surface preparation and proper placement and compaction of the surface.

The total estimated cost for the construction of this project is \$244,669.50. Funding for the project is provided by the City's Street Construction Fund (SCF) and also the Local Options Sales Tax (LOST).

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

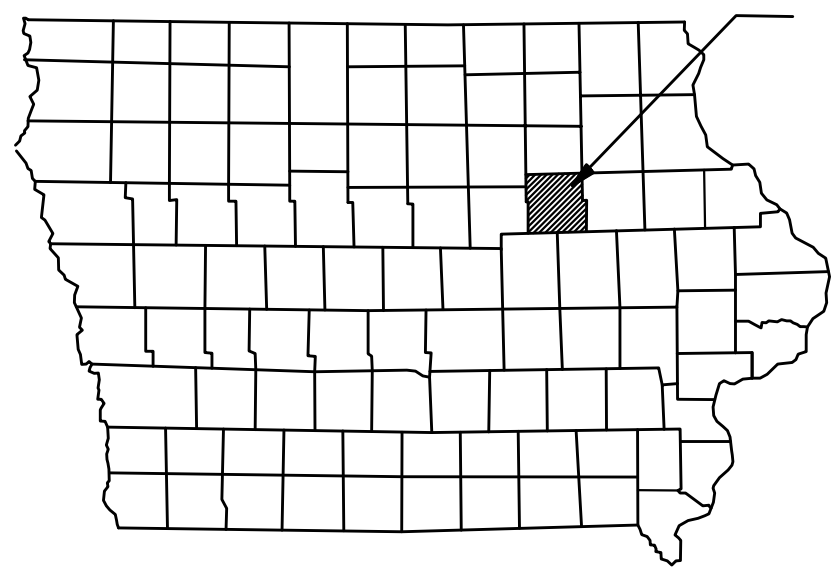
PLANS FOR THE PROPOSED IMPROVEMENTS OF THE 2020 SEAL COAT PROJECT

PROJECT NO. SC-000-3234
 PREPARED BY THE CITY ENGINEERING DIVISION
 DEPARTMENT OF PUBLIC WORKS
 CITY OF CEDAR FALLS, IOWA
 JUNE 2020

LEGEND	
— G — G —	EXISTING GAS
— W — W —	EXISTING WATER
— P —	PROPOSED STORM SEWER
— SS — SP — SS —	PROPOSED SANITARY SEWER
— SS — SS — SS —	EXISTING SANITARY SEWER
— S —	SUBDRAIN
— FO — FO —	FIBER OPTIC
— OHE — OHE — OHE —	OVERHEAD ELECTRIC
— RW —	RIGHT OF WAY
— E — E — E —	ELECTRIC
— C — C — C —	COMMUNICATION
— PA —	PROPERTY LINE
⊙ ⊙	LIGHT/UTILITY POLE
⊙ ⊙	HYDRANTS
⊗	WATER / GAS VALVE
1	REMOVALS AS PER PLAN

THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

INDEX OF SHEETS	
NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	LOCATION MAP
B.01-B.02	ESTIMATED QUANTITIES, ESTIMATE REFERENCE, GENERAL NOTES
C.01	TABULATIONS
D.01-D.12	PLAN DETAILS
J.01	TRAFFIC CONTROL



BLACK HAWK CO.



ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: *David A. Wicke* DATE: 6/11/2020
 DAVID A. WICKE, P.E. IA. LIC. NO. 25684
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020

PAGES OR SHEETS COVERED BY THIS SEAL:
 All Pages.

MAYOR
 Robert M. Green

COUNCIL PERSONS
 Frank Darrah
 Susan deBuhr
 Simon Harding
 Daryl Kruse
 Mark Miller
 Dave Sires
 Nick Taiber

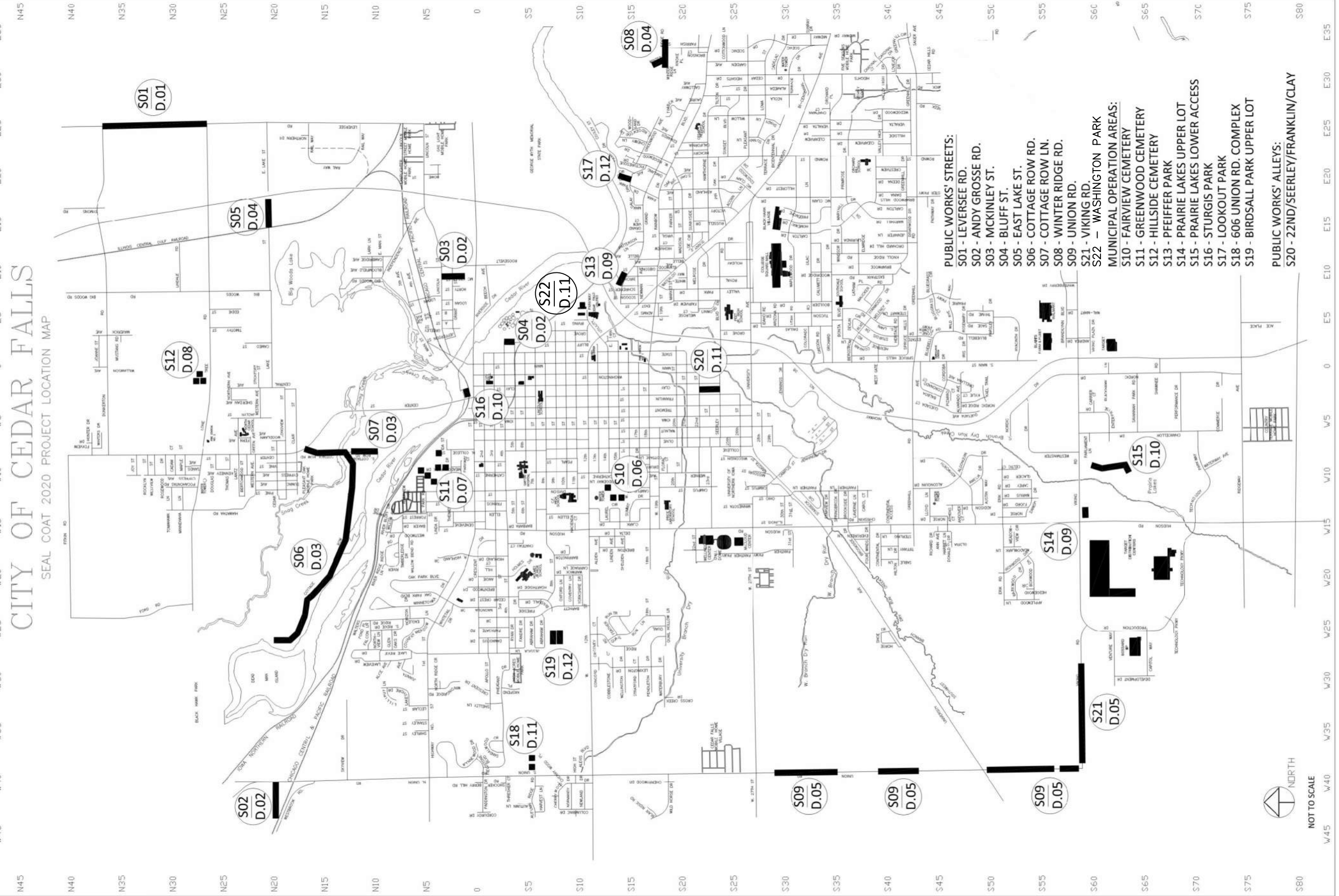
CHASE SCHRAGE
 DIRECTOR, PUBLIC WORKS

DAVID A. WICKE, P.E.
 CITY ENGINEER

RON S. GAINES
 CITY ADMINISTRATOR

SHEET NO.	A.01	2020 SEAL COAT				TITLE SHEET				DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION CITY OF CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 273-8606	CITY PROJECT NUMBER SC-000-3234	SHEET NO.	A.01
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.					DRAWN BY:	MT	TOTAL SHEETS	18
											CHECKED BY:	KN	

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 By: Matthew Tolann
 Print Date: June 11, 2020 - 12:03 PM



CITY OF CEDAR FALLS

SEAL COAT 2020 PROJECT LOCATION MAP

SHEET NO.	A.02				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2020 SEAL COAT

LOCATION MAP



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606

CITY PROJECT NUMBER	SC-000-3234	SHEET NO.	A.02
DRAWN BY:	MT	TOTAL SHEETS	18
CHECKED BY:	KN		

ESTIMATED QUANTITIES					
ITEM NO.	DESCRIPTION	UNITS	PUBLIC WORKS' STREETS	PARKS & CEMETERIES	TOTAL ESTIMATED QUANTITY
1	SURFACE PREPARATION	S.Y.	61481.8	29460.4	90942.2
2	SEAL COAT	S.Y.	61481.8	29460.4	90942.2
3	PAVEMENT MARKINGS, PAINTED	STA.	34.4	0.0	34.4
4	PAVEMENT MARKINGS, HANDICAPPED SYMBOLS	EACH	2.0	0.0	2.0
5	PAVEMENT MARKINGS, RAILROAD CROSSING SYMBOLS	EACH	1.0	0.0	1.0
6	MOBILIZATION	L.S	0.5	0.5	1.0
7	TRAFFIC CONTROL	L.S	0.5	0.5	1.0

- ITEM #** **DESCRIPTION**
1. SURFACE PREPARATION INCLUDING PROTECTION OF STREET FIXTURES; FURNISHING AND PLACING OF MATERIALS, INCLUDING FILLETS AT INTERSECTING STREETS, DRIVEWAYS, AND TURNOUTS; AND FINAL CLEAN UP.
 2. SEE SHEETS D.01-D.12 FOR MEASUREMENT OF BITUMINOUS SEAL COAT IN S.Y.
 - 3.-5. SEE SHEET C.01 FOR TABULATIONS. ALL PAVEMENT MARKINGS SHALL CONFORM WITH MOST RECENT VERSION OF THE MUTCD. BID QUANTITY HAS BEEN FACTORED.
 6. SEE STANDARD SPECIFICATION 11020.108
 7. CONTRACTOR SHALL NOTIFY THE ENGINEER SEVEN (7) DAYS PRIOR TO CLOSURE TO ALLOW NOTIFICATION OF LOCAL RESIDENTS AND LOCAL MEDIA. SEE SHEET B.03 FOR DETAILS AND GENERAL NOTE 28. ALL TRAFFIC CONTROL SHALL CONFORM WITH MOST RECENT VERSION OF THE MUTCD.

SHEET NO.	B.01				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2020 SEAL COAT

ESTIMATED QUANTITIES
GENERAL NOTES



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SC-000-3234
DRAWN BY:	MT
CHECKED BY:	KN

SHEET NO.	B.01
TOTAL SHEETS	18

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GENERAL NOTES:

1. PROJECT SCHEDULE - THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJEC
2. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT - THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.
3. ALL PROPERTY OWNERS WHO HAVE DRIVEWAYS WHICH ENTER UPON A STREET THAT IS TO BE RECONSTRUCTED SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS PRIOR TO ANY WORK BEING DONE.
4. THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT. NO EASEMENTS HAVE BEEN PROVIDED SPECIFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE, CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION ON THIS PROJECT.
6. UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS, WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS.

THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:

1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.
2. DISPOSE OF IN A LICENSED LANDFILL.

7. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.
8. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
9. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
10. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
11. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.
13. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.
14. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT THEIR EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY'S EXPENSE.
15. UTILITIES - THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.
16. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989).
UTILITY CONTACT PERSON

CEDAR FALLS UTILITIES: JERALD LUKENMEYER 1-319-266-1761
CENTURYLINK: TIM CARONE 1-847-812-2247
MEDIACOM: KEVIN PARKER 1-319-232-8800
WATER RECLAMATION: MIKE NYMAN 1-319-273-8633
17. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.
18. EXISTING STREET SIGNS AND TRAFFIC SIGNS ARE TO BE REMOVED BY THE CONTRACTOR AND DELIVERED TO CEDAR FALLS TRANSFER STATION AT 16TH STREET AND STATE STREET. PRIVATE SIGNS SHALL BE REMOVED, STORED AND INSTALLED BY THE CONTRACTOR. ANY SIGNS DAMAGED WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
19. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR'S OPERATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY. MATERIAL STOCKPILES SHALL NOT BLOCK DRAINAGE FLOW
20. THE FOLLOWING EVENTS LISTED BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT.

AUGUST 17, 2020 - UNI CLASSES RESUME
AUGUST 24, 2020 - C.F. PUBLIC SCHOOLS RESUME (TENTATIVE)
UNI HOMECOMING - OCTOBER 17, 2020
21. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE SPECIAL PROVISIONS OF THE PROJECT SPECIFICATIONS.
22. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

SHEET NO.	B.02				
TOTAL SHEETS	18				
		NO.	DATE	REVISION	INIT.

2020 SEAL COAT

GENERAL NOTES



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SC-000-3234	SHEET NO.	B.02
DRAWN BY:	MT	TOTAL SHEETS	18
CHECKED BY:	KN		

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 By: Matthew Tolden
 Plot Date: June 11, 2020 - 1:10 PM


TABULATION OF PAVEMENT MARKINGS																												
LOCATION			LENGTH (IN STATIONS)																									
ROAD ID.	STATION TO STATION	SIDE L R	BCY4	BLW4	SLW4	NPY4	DCW4	ELW4	ELY4	DLY4	DDY4	DLW4	CHYB	CHWB	LDWB	SLW2	YLW2	CBW6	CLW6	SPW4	SPW6	SPY4	DCY4	STW6	STY6			
EAST LAKE ST.		X																							2.20			
UNION ROAD		X X																								15.00		
	LENGTH SUBTOTALS		####	####	###	###	####	####	-	###	-	-	-	-	-	####	-	-	###	-	-	-	-	-	-	17.20	-	###
	QUANTILY FACTORS		0.25	0.25	1.00	1.25	2.00	1.00	1.00	0.33	0.67	0.33	2.00	2.00	0.50	6.00	1.71	15.00	3.00	3.23	3.48	3.23	2.00	3.03	3.03			
	TOTALS		###	###	###	###	####	####	-	###	-	-	-	-	-	####	-	-	###	-	-	-	-	-	-	34.40	-	####

PAVEMENT MARKINGS SYMBOLS AND LEGEND																										
LOCATION			SYMBOLS (EACH)																							
ROAD IDENT.	STATION	SIDE L R	STAW	RTAW	LTAW	CSRW	CSLW	CSTW	CRLW	FERW	LLRW	RLRW	RRCW	BLSW	WCSW	WPSB	SCLW	XNGW	STPW	AHDW	ONLW	BIKW	LAWW	XITW	EXIT	
EAST LAKE ST		X											1													
BIRDSALL PARK		X														2										
	TOTALS		-	-	-	-	-	-	-	-	-	-	1	-	-	2	-	-	-	-	-	-	-	-	-	-

SHEET NO.	C.01				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2020 SEAL COAT

TABULATIONS



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SC-000-3234	SHEET NO.	C.01
DRAWN BY:	MT	TOTAL SHEETS	18
CHECKED BY:	KN		



SHEET NO.	D.01				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2020 SEAL COAT

PLAN DETAILS



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"

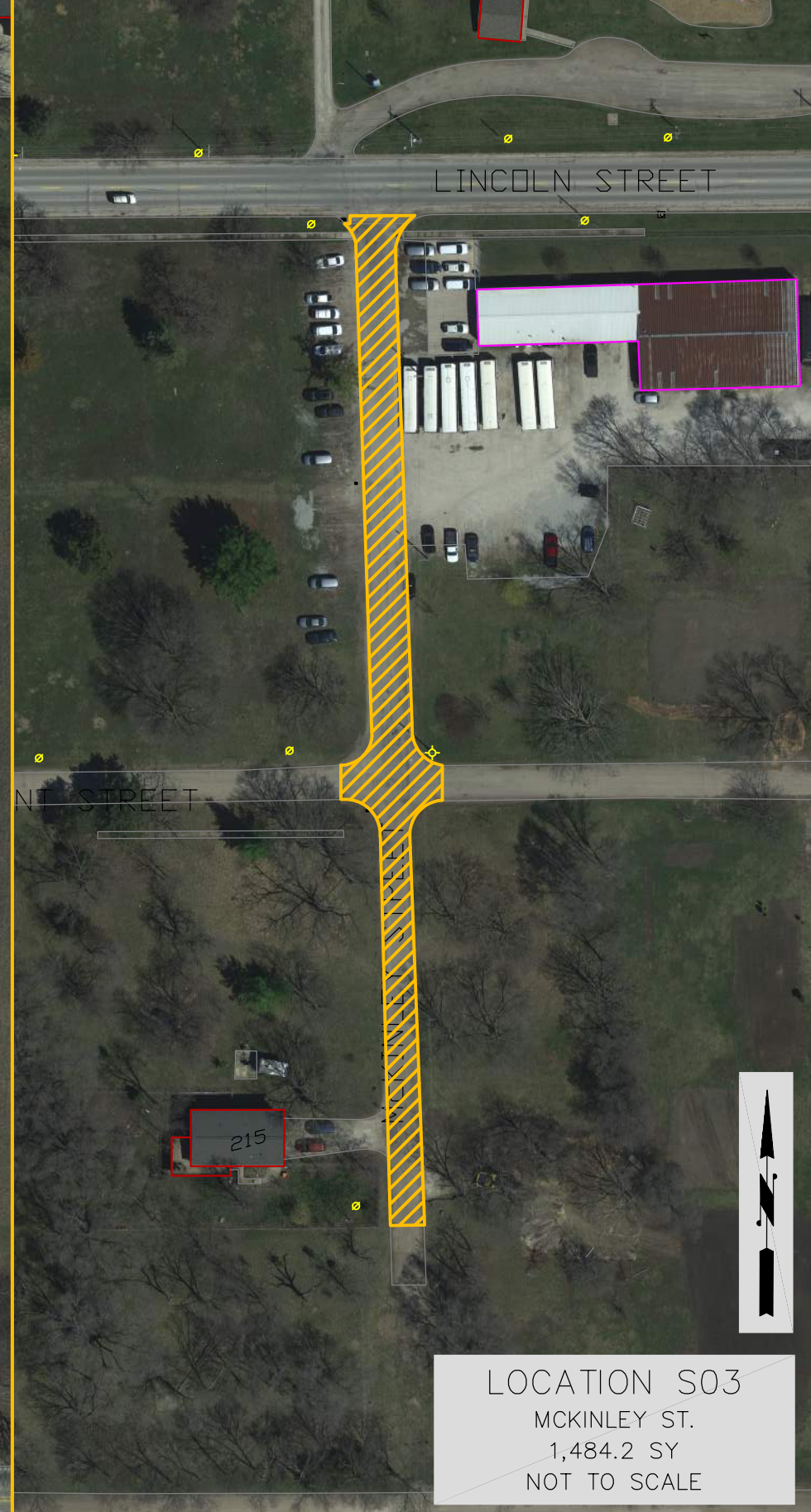
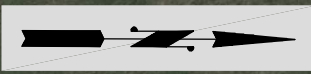
CITY PROJECT NUMBER	SC-000-3234
DRAWN BY:	MT
CHECKED BY:	KN

SHEET NO.	D.01
TOTAL SHEETS	18

Plot Date: June 11, 2020 - 12:28 PM By: Matthew Tolian Drawing Name: C:\Users\Tolamm\Desktop\3234 - Seal Coat 2020\08. Design\Drawings\Locations - 2020 Seal Coat.dwg



LOCATION S02
WEST BROOKE ACCESS
815.7 SY
NOT TO SCALE



LOCATION S03
MCKINLEY ST.
1,484.2 SY
NOT TO SCALE



LOCATION S04
BLUFF ST.
1,330.8 SY
NOT TO SCALE



SHEET NO.	D.02				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2020 SEAL COAT

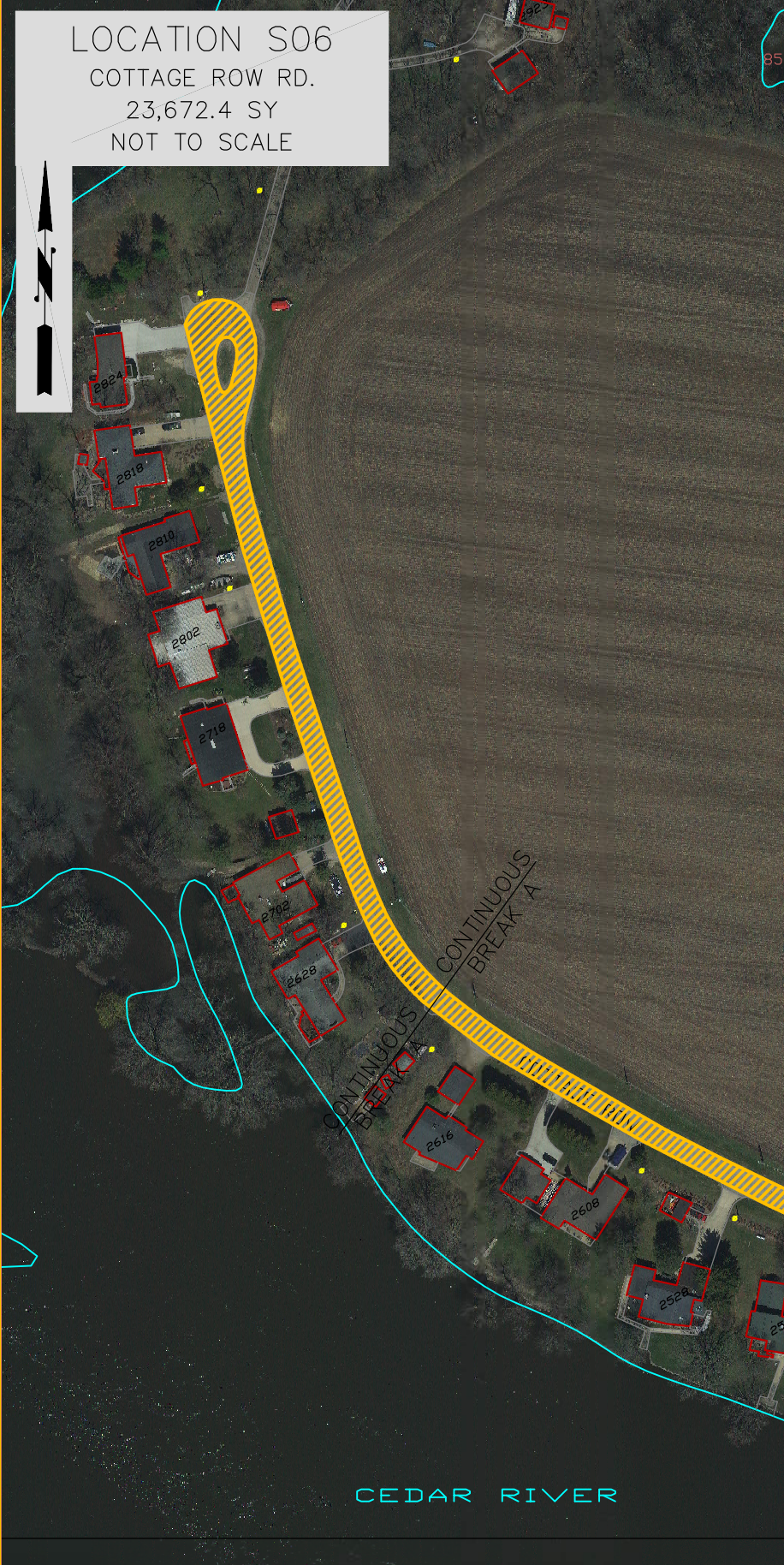
PLAN DETAILS



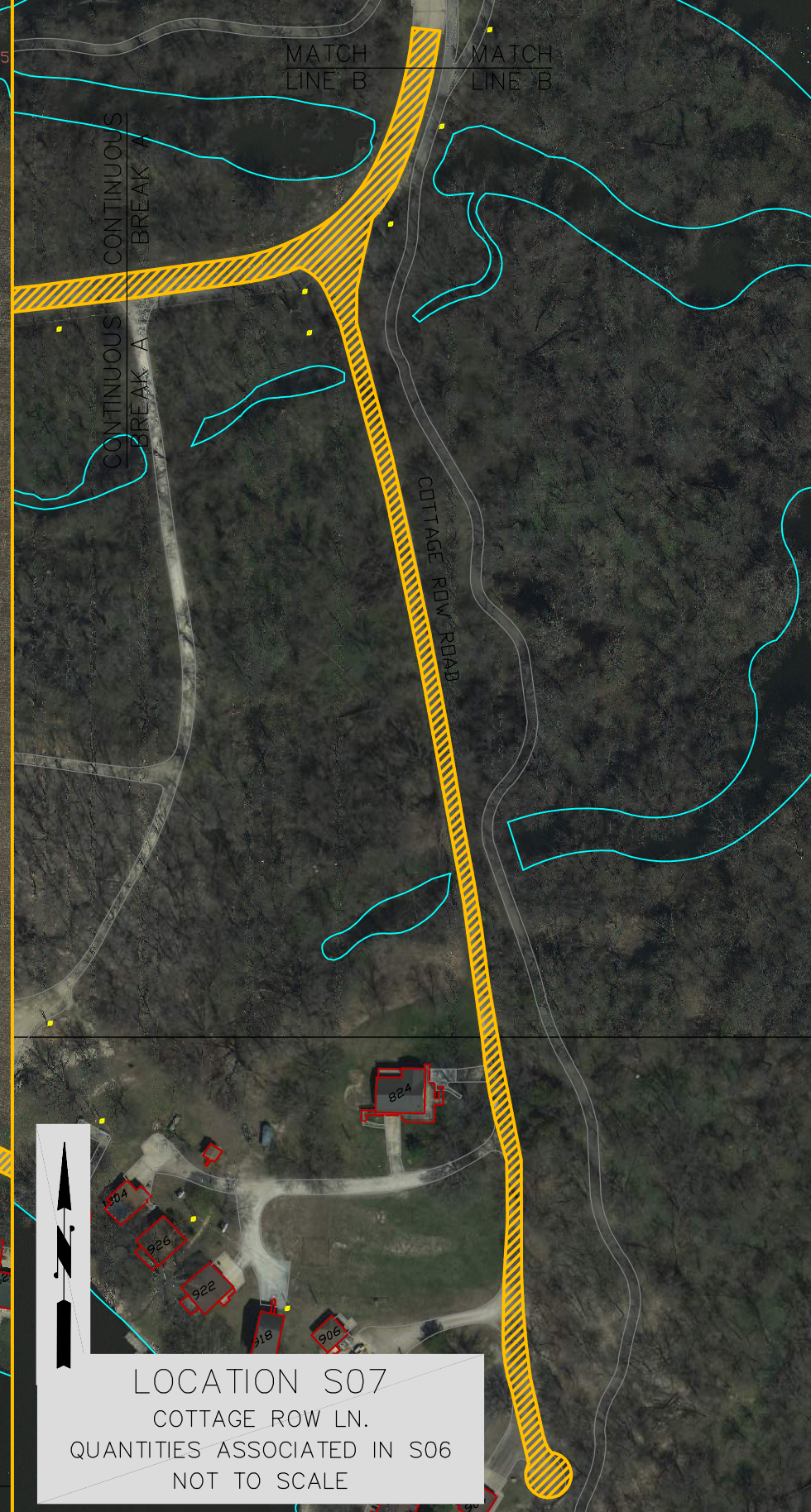
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER
SC-000-3234
DRAWN BY: MT
CHECKED BY: KN

SHEET NO.	D.02
TOTAL SHEETS	18



LOCATION S06
COTTAGE ROW RD.
23,672.4 SY
NOT TO SCALE



LOCATION S07
COTTAGE ROW LN.
QUANTITIES ASSOCIATED IN S06
NOT TO SCALE



LOCATION S06
COTTAGE ROW RD.
NOT TO SCALE

SHEET NO.	D.03				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2020 SEAL COAT

PLAN DETAILS

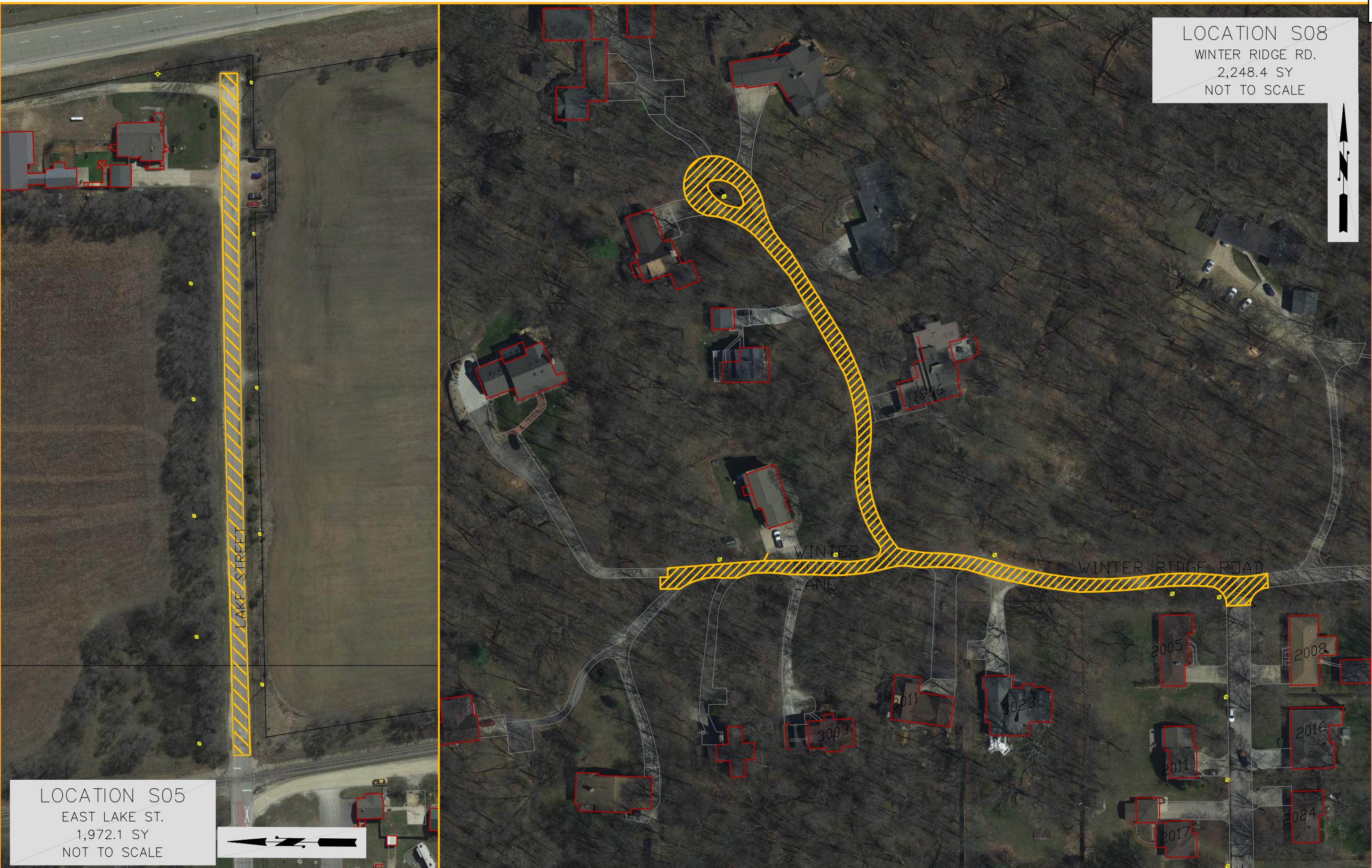


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ENGINEERING DIVISION
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CITY PROJECT NUMBER	SC-000-3234
DRAWN BY:	MT
CHECKED BY:	D.03

SHEET NO.	D.03
TOTAL SHEETS	18

Plot Date: June 11, 2020 - 12:40 PM By: Matthew Tolian Drawing Name: C:\Users\Tolam\Deskop\3234 - Seal Coat\2020\08. Design\Drawings\Locations - 2020 Seal Coat.dwg



LOCATION S08
 WINTER RIDGE RD.
 2,248.4 SY
 NOT TO SCALE

LOCATION S05
 EAST LAKE ST.
 1,972.1 SY
 NOT TO SCALE

SHEET NO.	D.04				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2020 SEAL COAT

PLAN DETAILS



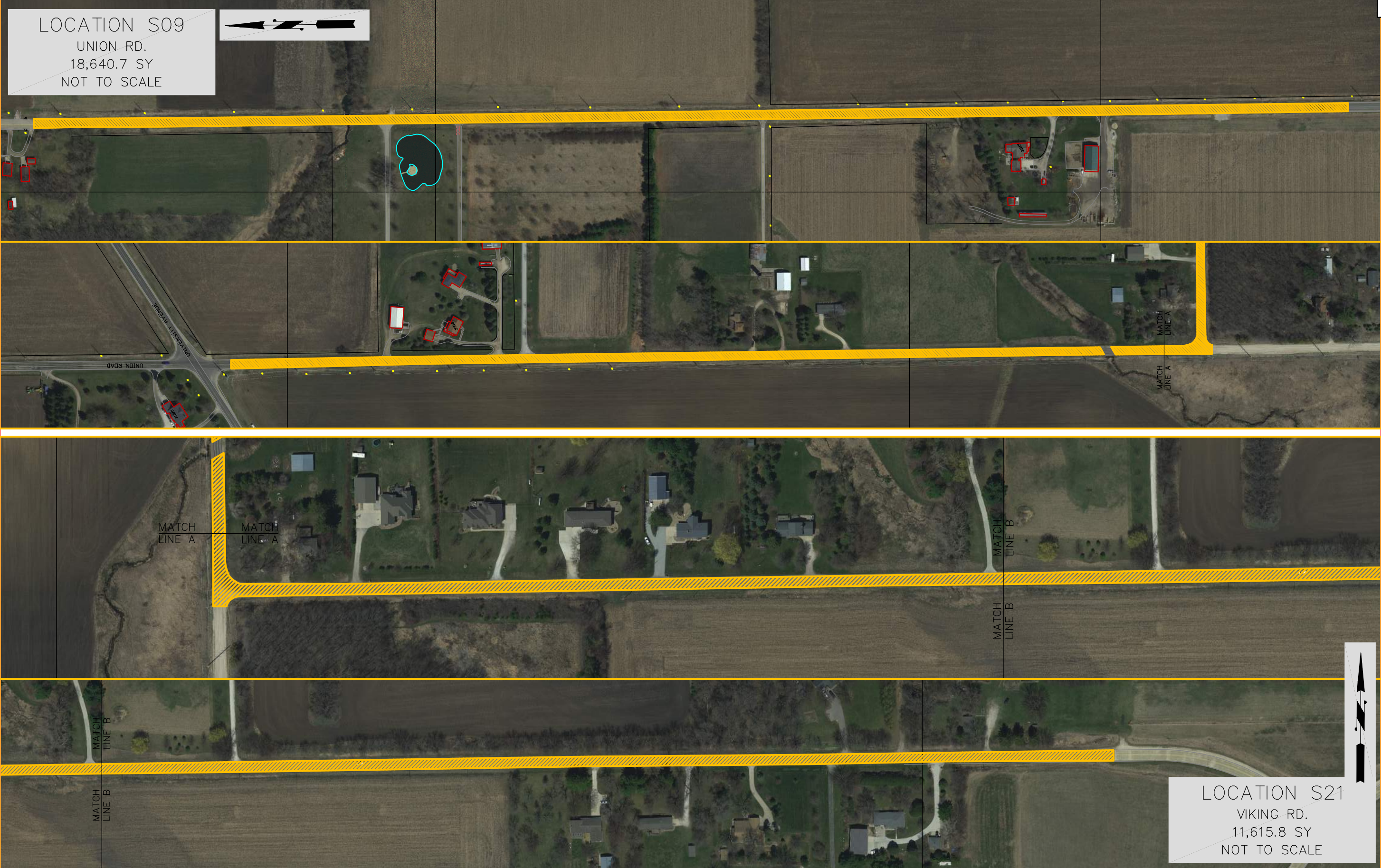
DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA 50613
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CITY PROJECT NUMBER
 SC-000-3234
 DRAWN BY: MT
 CHECKED BY: KN

SHEET NO.	D.04
TOTAL SHEETS	18

Plot Date: June 11, 2020 - 12:41 PM By: Matthew Tolan Drawing Name: C:\Users\Tolam\ Desktop\3234 - Seal Coat\2020\08 - Design\Drawings\Locations - 2020 Seal Coat.dwg

LOCATION S09
 UNION RD.
 18,640.7 SY
 NOT TO SCALE



LOCATION S21
 VIKING RD.
 11,615.8 SY
 NOT TO SCALE



SHEET NO.	D.05				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2020 SEAL COAT

PLAN DETAILS



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CITY PROJECT NUMBER	SC-000-3234
DRAWN BY:	MT
CHECKED BY:	KN

SHEET NO.	D.05
TOTAL SHEETS	18



LOCATION S10
 FAIRVIEW CEMETERY
 2,517.0 SY
 NOT TO SCALE

SHEET NO.	D.06			
TOTAL SHEETS	18			
	NO.	DATE	REVISION	INIT.

2020 SEAL COAT

PLAN DETAILS



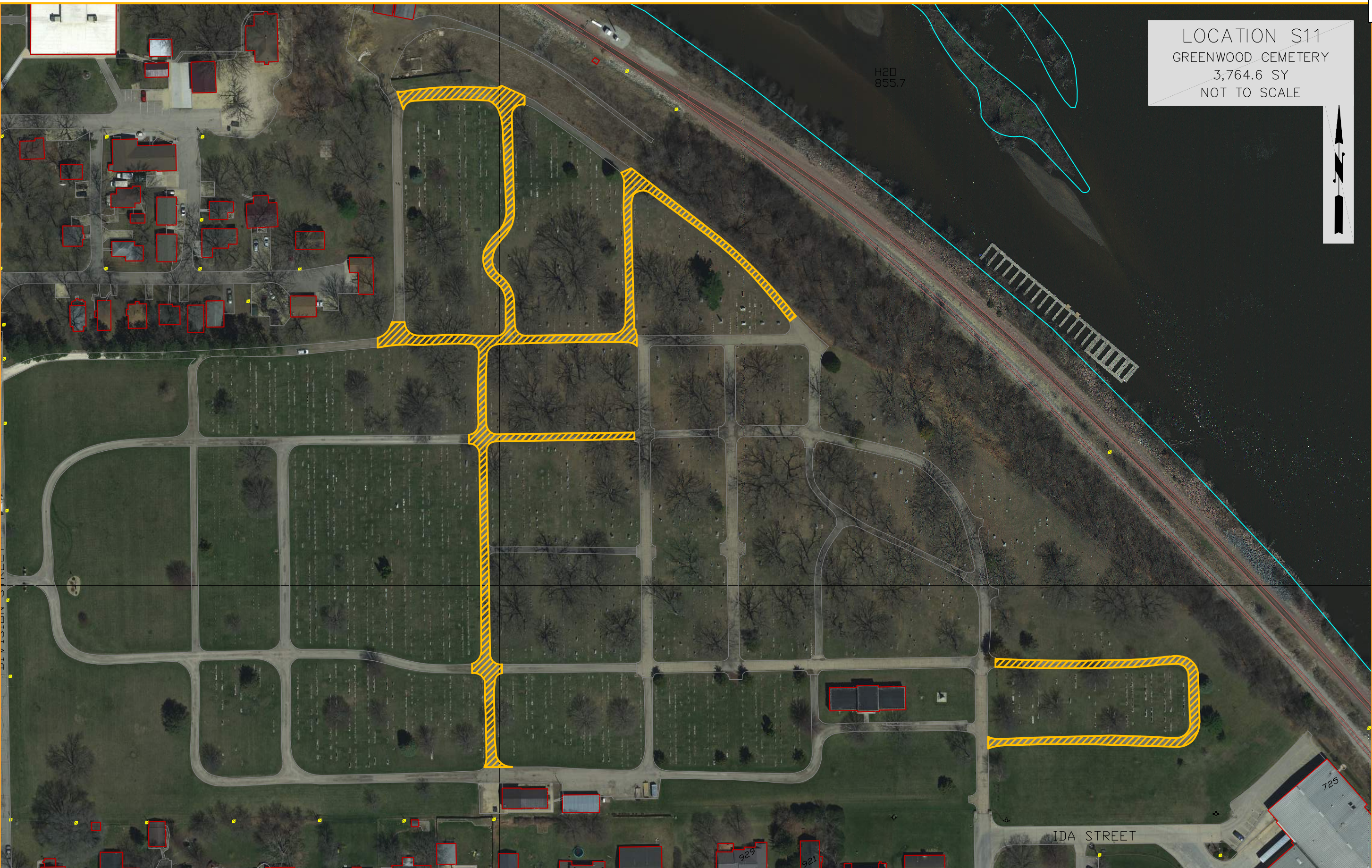
DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA 50613
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CITY PROJECT NUMBER	SC-000-3234
DRAWN BY:	MT
CHECKED BY:	KN

SHEET NO.	D.06
TOTAL SHEETS	18

Plot Date: June 11, 2020 - 12:47 PM
 By: Matthew Tolan
 Drawing Name: C:\Users\Tolam\Deskop\3234 - Seal Coat 2020\08. Design\Drawings\Locations - 2020 Seal Coat.dwg

LOCATION S11
 GREENWOOD CEMETERY
 3,764.6 SY
 NOT TO SCALE



SHEET NO.	D.07			
TOTAL SHEETS	18			
	NO.	DATE	REVISION	INIT.

2020 SEAL COAT

PLAN DETAILS




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CITY PROJECT NUMBER	SC-000-3234
DRAWN BY:	MT
CHECKED BY:	KN

SHEET NO.	D.07
TOTAL SHEETS	18

Plot Date: June 11, 2020 - 12:50 PM
 By: Matthew Tolian
 Drawing Name: C:\Users\Tolanm\Desktop\3234 - Seal Coat 2020\08. Design\Drawings\Locations - 2020 Seal Coat.dwg




LOCATION S12
 HILLSIDE CEMETERY
 1,165.3 SY
 NOT TO SCALE

SHEET NO.	D.08				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2020 SEAL COAT

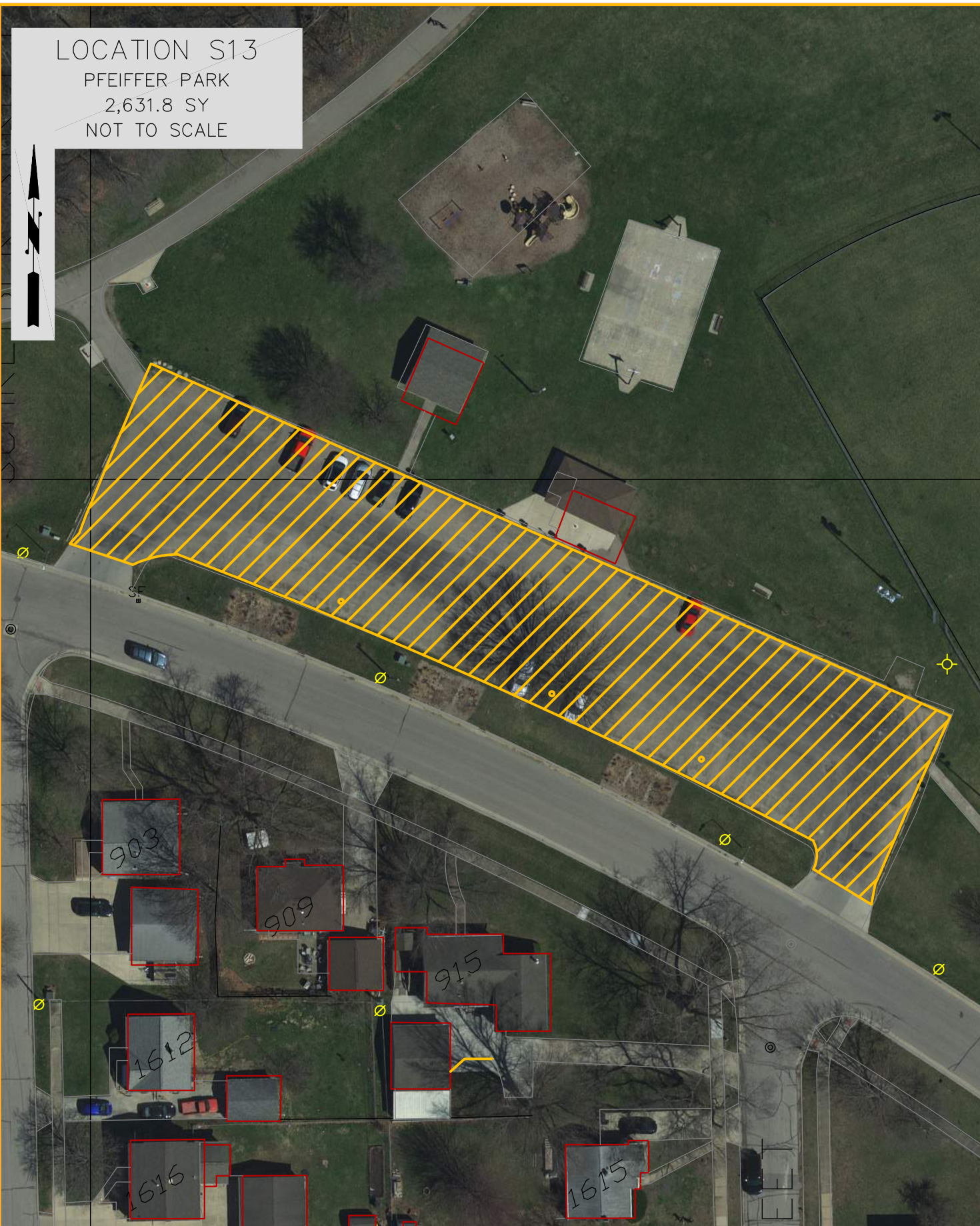
PLAN DETAILS



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DRAWN BY:	MT
CHECKED BY:	KN

SHEET NO.	D.08
TOTAL SHEETS	18



LOCATION S13
 PFEIFFER PARK
 2,631.8 SY
 NOT TO SCALE



LOCATION S14
 PRAIRIE LAKES UPPER LOT
 1,343.5 SY
 NOT TO SCALE

SHEET NO.	D.09			
TOTAL SHEETS	18			
	NO.	DATE	REVISION	INIT.

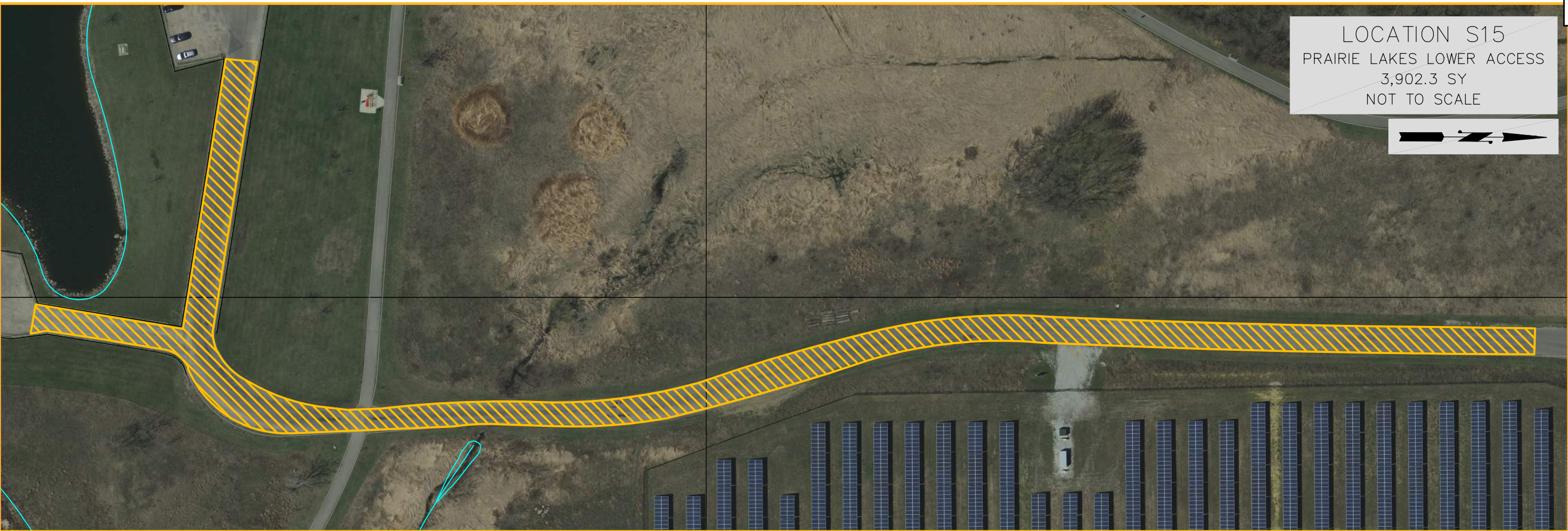
2020 SEAL COAT

PLAN DETAILS

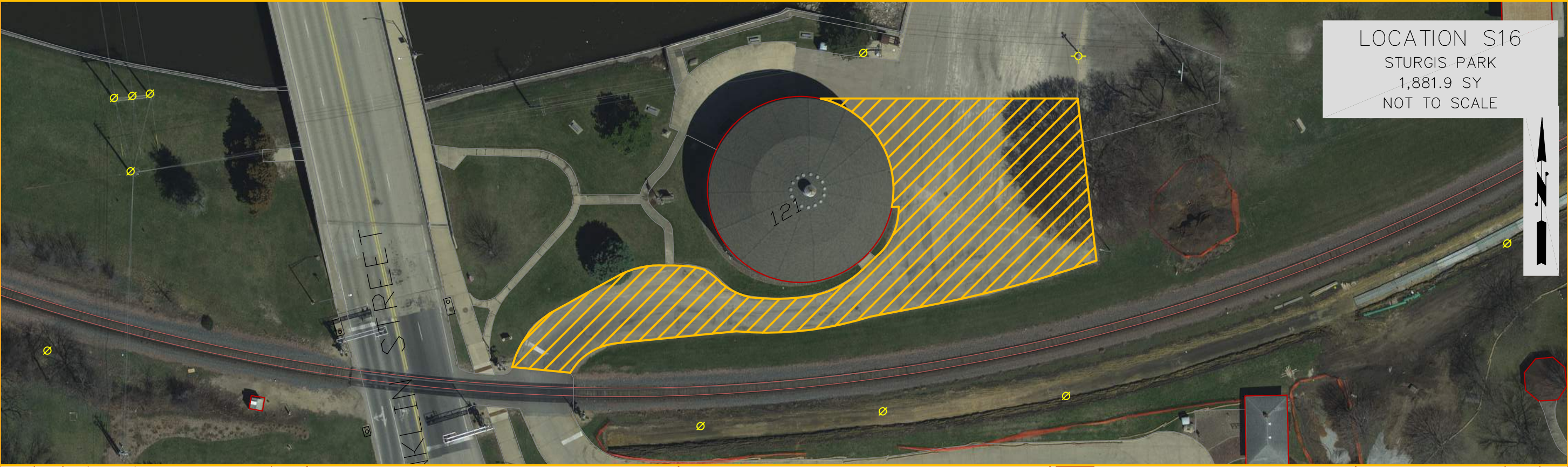
DEPARTMENT OF PUBLIC WORKS
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 220 CLAY ST.
 CEDAR FALLS, IOWA 50613
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CITY PROJECT NUMBER	SC-000-3234	SHEET NO.	D.09
DRAWN BY:	MT	TOTAL SHEETS	18
CHECKED BY:	KN		

Plot Date: June 11, 2020 - 12:54 PM By: Matthew Tolian Drawing Name: C:\Users\Tolam\ Desktop\3234 - Seal Coat 2020\08. Design\Drawings\Locations - 2020 Seal Coat.dwg



LOCATION S15
 PRAIRIE LAKES LOWER ACCESS
 3,902.3 SY
 NOT TO SCALE



LOCATION S16
 STURGIS PARK
 1,881.9 SY
 NOT TO SCALE



SHEET NO.	D.10				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2020 SEAL COAT

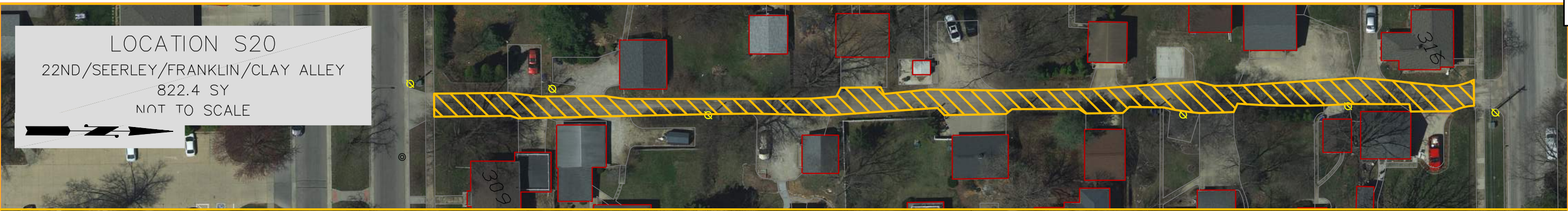
PLAN DETAILS



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CITY PROJECT NUMBER	SC-000-3234	SHEET NO.	D.10
DRAWN BY:	MT	TOTAL SHEETS	18
CHECKED BY:	KN		

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 By: Matthew Tolian
 Drawing Name: C:\Users\Tolam\Deskop\3234 - Seal Coat\2020\08. Design\Drawings\Locations - 2020 Seal Coat.dwg



SHEET NO.	D.11				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2020 SEAL COAT

PLAN DETAILS

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA 50613
 (319) 273-8606

CITY PROJECT NUMBER	SC-000-3234	SHEET NO.	D.11
DRAWN BY:	MT	TOTAL SHEETS	18
CHECKED BY:	KN		

Plot Date: June 11, 2020 - 12:58 PM By: Matthew Tolian Drawing Name: C:\Users\Tolanm\Desktop\3234 - Seal Coat\2020\08. Design\Drawings\Locations - 2020 Seal Coat.dwg



LOCATION S17
 LOOKOUT PARK
 2,752.8 SY
 NOT TO SCALE



LOCATION S19
 BIRDSALL PARK UPPER LOT
 3,957.7 SY
 NOT TO SCALE

SHEET NO.	D.12				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2020 SEAL COAT

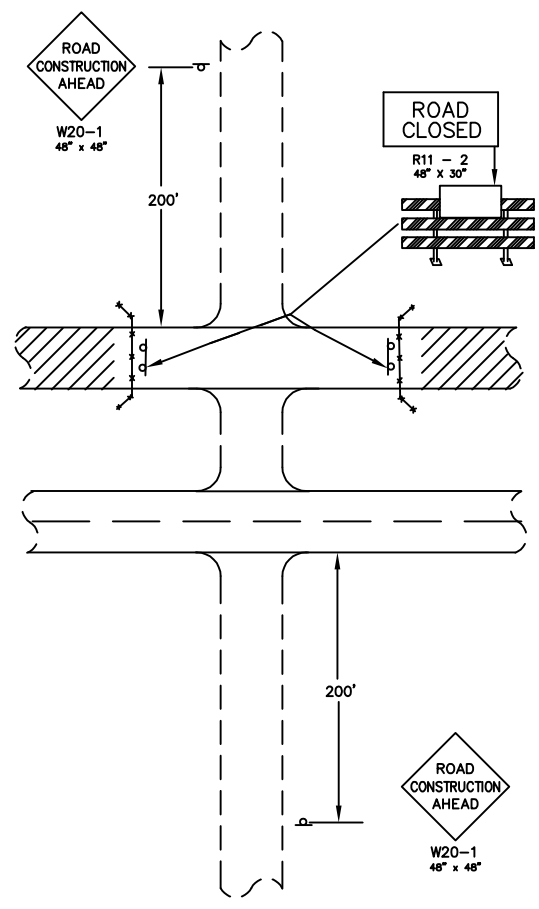
PLAN DETAILS

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA 50613
 (319) 273-8606

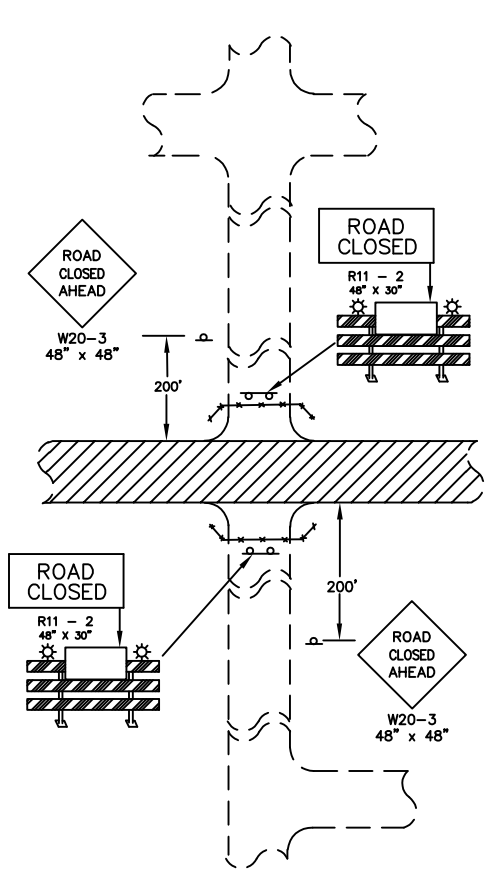
CITY PROJECT NUMBER	SC-000-3234	SHEET NO.	D.12
DRAWN BY:	MT	TOTAL SHEETS	18
CHECKED BY:	KN		

Plot Date: June 11, 2020 1:00 PM
 By: Matthew Tolan
 Drawing Name: C:\Users\volanm\Desktop\35234 - Seal Coat 2020\08. Design\Drawings\Locations - 2020 Seal Coat.dwg

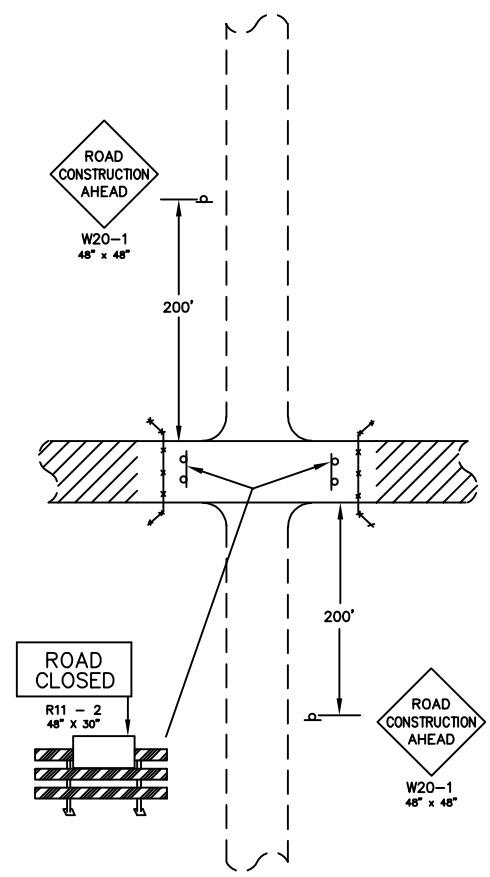
SITUATION 2
PUBLIC CROSS - TRAFFIC MAINTAINED.
NO ACCESS TO PROJECT.



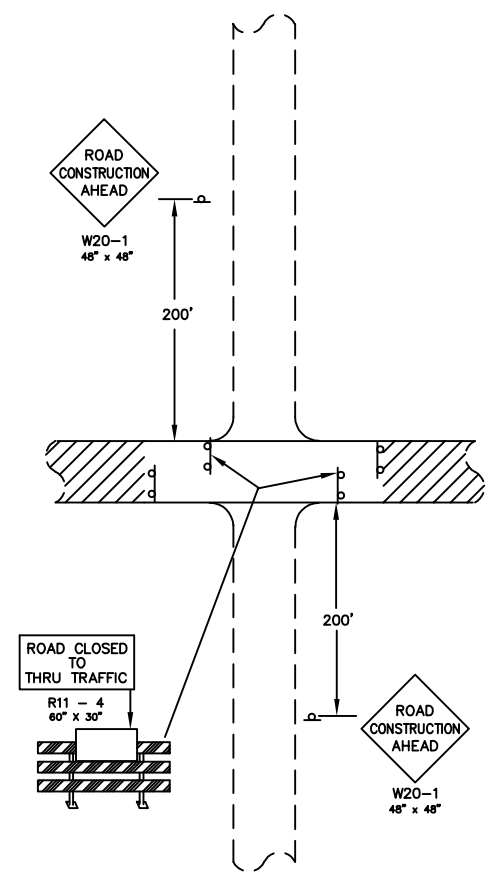
SITUATION 3
NO ACCESS TO PROJECT.
(APPLICABLE TO T-INTERSECTIONS)



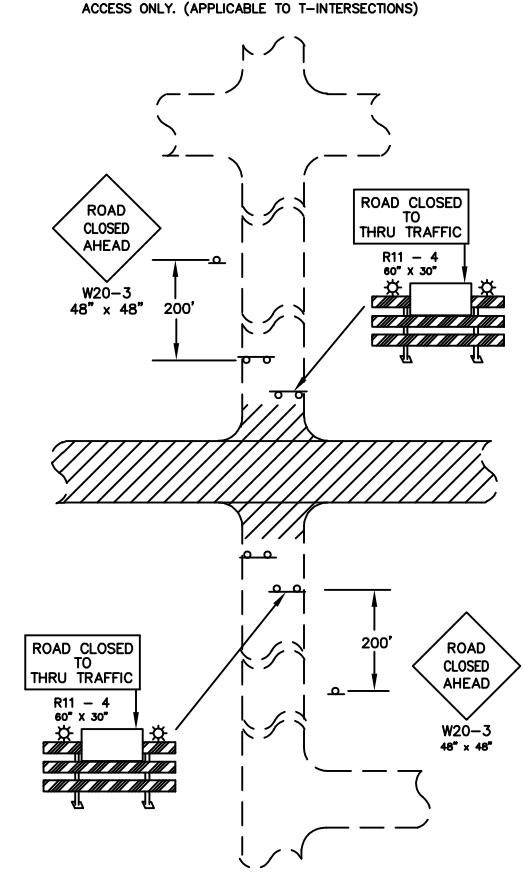
SITUATION 4
PUBLIC CROSS - TRAFFIC MAINTAINED.
NO ACCESS TO PROJECT.



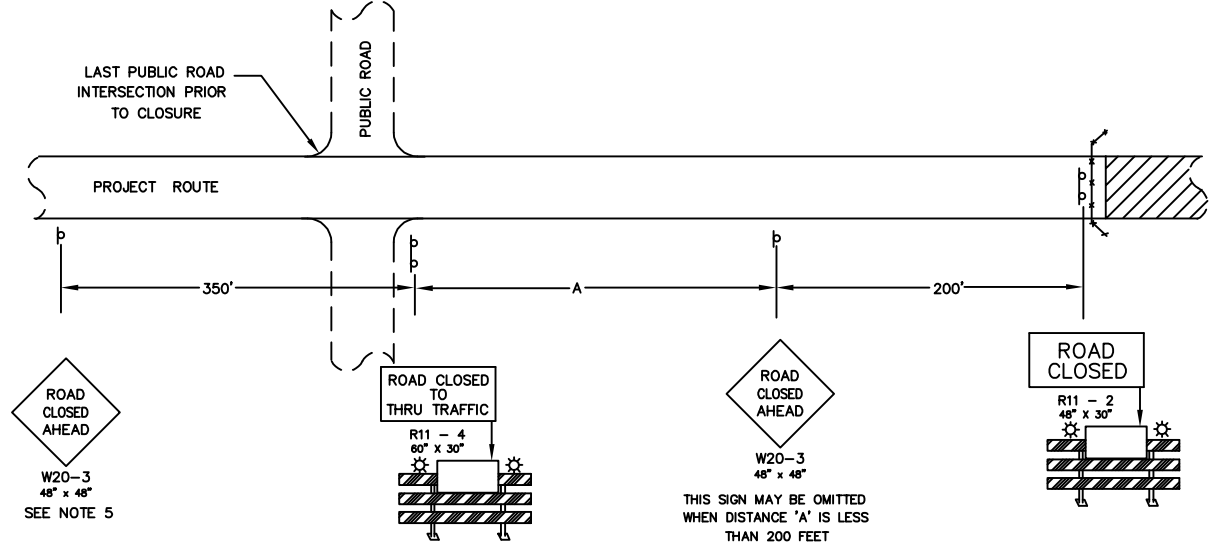
SITUATION 5
PUBLIC CROSS - TRAFFIC MAINTAINED.
CONTRACTOR AND RESIDENT ACCESS.



SITUATION 6
NO PUBLIC ACCESS. CONTRACTOR AND RESIDENT
ACCESS ONLY. (APPLICABLE TO T-INTERSECTIONS)



SITUATION 1
PROJECT ROUTE CLOSURE



GENERAL NOTES

- SITUATION 1 ILLUSTRATES TRAFFIC CONTROL NECESSARY TO CLOSE THE PROJECT ROUTE. SITUATIONS 2 THROUGH 6 ARE FOR SIGNING OF SIDE-ROADS BASED ON EXISTING AGREEMENTS AND FIELD CONDITIONS AND WILL BE SELECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION.
- TYPE 'A' FLASHING WARNING LIGHTS SHALL BE VISIBLE TO BOTH DIRECTIONS OF TRAFFIC. THE BACKSIDE OF THE TYPE III BARRICADES SHALL BE FULLY REFLECTORIZED UNLESS THERE IS NO ACCESS PERMITTED BEYOND THE BARRICADE. STRIPES SHALL BE PROPERLY SLOPED DOWN TOWARD THE TRAFFIC SIDE.
- SIDE ROADS ON 2 TO 4 LANE GRADING PROJECTS SHALL BE SIGNED IN ACCORDANCE WITH SITUATION 2 DURING SUSPENSION OF WORK (E.G. OVER WINTER).
- IN SITUATION 1, WHEN DISTANCE 'A' IS LESS THAN 200 FEET, THE BARRICADE SHOULD BE PLACED IN THE MIDDLE OF THE TRAFFIC LANE APPROACHING THE WORK AREA. IN THIS CASE, NOTE 2 SHALL APPLY. THE BARRICADE MAY BE OMITTED IF THE DISTANCE TO THE WORK AREA IS LESS THAN 100 FEET.
- IN SITUATION 1, IF THE INTERSECTION IS THE POINT OF DETOUR THIS SIGN AND BARRICADE WILL BECOME THE RESPONSIBILITY OF THE CONTRACTING AUTHORITY AND MAY BE MODIFIED BY THE CONTRACTING AUTHORITY TO FIT DETOUR SIGNING.
- SITUATION 5 SHOULD BE USED WHEN CROSS TRAFFIC IS MAINTAINED DURING SUSPENSION OF WORK (E.G. OVER WINTER).
- ALL TRAFFIC CONTROL SETUP AND STAGING SHALL BE IN COMPLIANCE WITH MUTCD 2008 EDITION WITH APPLICABLE REVISIONS.

LEGEND

- TRAFFIC SIGN
- TYPE III BARRICADE (TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHTS REQUIRED FOR NIGHTTIME USE)
- ORANGE PLASTIC SAFETY FENCE
- TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHT
- WORK AREA

SHEET NO.	J.01				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2020 SEAL COAT

TRAFFIC CONTROL

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
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CITY PROJECT NUMBER	SC-000-3234	SHEET NO.	J.01
DRAWN BY:	MT	TOTAL SHEETS	18
CHECKED BY:	KN		

Drawing Name: C:\Users\volanm\Desktop\08_Design\Drawings\Locations - 2020 Seal Coat.dwg
By: Matthew Tolan
Plot Date: June 11, 2020 - 8:57 AM

PROJECT PLANS & SPECIFICATIONS FOR THE SEAL COAT – 2020 PROJECT

Project No. SC-000-3234
Cedar Falls, Iowa
June 2020


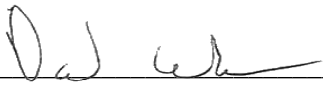
ENGINEER'S CERTIFICATION	
	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p> Date: <u>6/11/2020</u></p> <p>David Wicke, P.E. Iowa License No. P25684 My license renewal date is October 31, 2021</p> <p>Pages or sheets covered by this seal: <u>1-24.</u></p>

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2020 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) as the City’s Standard Specification.

The “Standard Specification” is amended by the City of Cedar Falls’ 2020 Supplemental Specifications to the 2020 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS).

Links to both documents can be found on the City’s website at:

www.cedarfalls.com/designstandards

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, & ESTIMATE OF COST FOR THE
SEAL COAT - 2020 PROJECT IN THE
CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, & OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated Total Contract Cost for the construction of the SEAL COAT – 2020 project in said City at the 7:00 p.m. meeting on the 6th day of July 2020, said meeting to be held in the Council Chambers in the City Hall at 220 Clay St., Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Contract Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any person(s) interested.

Any person(s) interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract or the Estimated Total Contract Cost of making said improvement.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____

Jacqueline Danielsen, MMC
City Clerk

**NOTICE TO BIDDERS
CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT
SEAL COAT - 2020**

Time & Place for Filing Sealed Proposals: Sealed proposals will be received at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 2:00 p.m. a.m. on the 14th day of July, 2020.

Time & Place Sealed Proposals will be Opened & Considered: Sealed proposals will be opened and read at 2:00 p.m. on the 14th day of July, 2020 in the City Council Chambers at City Hall, 220 Clay St., Cedar Falls, Iowa, for consideration by the City of Cedar Falls' City Council at its 7:00 p.m. meeting on July 20th, 2020 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, non-conforming, non-responsive, unbalanced or conditional bids.

Time for Commencement & Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date as set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. All work shall be completed within twenty-five (25) working days. Working days will be accumulated concurrently from the date as set forth in the written Notice to Proceed.

Bid Security: The Form of Proposal shall be accompanied in a separate envelope by the Bid Security as defined in the Project Specifications, Division 1 - Instructions to Bidders, Section 05.

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Electronic contract documents will become available Tuesday, June 16, 2020 at no cost by clicking on the "Bid Opportunities" link at www.cedarfalls.com and choosing the **2020 Seal Coat** project (Quest Project #7154278) from the list. Project information, Engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at www.QuestCDN.com.

Contact Matthew Tolan for document distribution or any questions via phone: (319) 268-5161, fax: (319) 268-5197, or email: matthew.tolan@cedarfalls.com. QuestCDN reference number 7154278.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, either through mail, fax or email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Matthew Tolan
Cedar Falls Engineering Department
220 Clay Street
Cedar Falls, IA 50613
matthew.tolan@cedarfalls.com

Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contracts documents from Jurisdiction. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the contract documents as deemed advisable by Jurisdiction or the Engineer.

Preference for Iowa Products & Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident Bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country, including but not limited to any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the Bid may result in the Bid being deemed nonresponsive and rejected.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase project materials, supplies or equipment to be used in the work performance of this project. Products utilized in the direct construction of this project will be exempt from sales tax as provided by the current Code of Iowa, Sections 423.2 and 423.45.

Project Description: This Project involves seal coating 10 street sections and 1 alley, covering 61,481.8 S.Y.; and 29,460.4 S.Y. at multiple single lane drives within 3 cemeteries and 8 parking lots. Work shall include proper surface preparation and proper placement and compaction of the surface.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA
 BY: _____
 Jacqueline Danielsen, MMC, City Clerk

DIVISION 1 – Instructions to Bidders

The work comprising the Seal Coat - 2020 project shall be constructed in accordance with the 2020 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) and as further modified by the City of Cedar Falls’ 2020 Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of “Division One, General Provisions and Covenants”, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your Bid not to be read.

01 Definitions & Terms

Add the following to the Iowa “SUDAS” Section 1010, 1.03:

Code of Iowa: The latest edition of the Iowa Code

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa; acting through its City Council.

Project: SEAL COAT - 2020 Project No. SC-000-3234

02 Qualifications of the Bidders

Add the following to the Iowa “SUDAS” Section 1020, 1.01:

To demonstrate a Bidder’s qualifications to perform the work, within five (5) days of the Owners request, Bidder shall submit written evidence such as may be called for below:

The address and description of the Bidder’s place of business; the number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; a list of the property and equipment available to the Bidder to evaluate if the Bidder can complete the work in accordance with the bidding documents; a financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the work; the Bidder’s performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the Bidder; a list of projects presently under contract, the approximate contract amounts and the percent of completion of each; a list of contracts which resulted in lawsuits; a list of contracts defaulted; a statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing work of a like nature or magnitude; a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; the technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed

satisfactorily on other contracts of like nature and magnitude or comparable difficulty at a similar rate of progress; such additional information as will assist the Owner in determining whether the Bidder is adequately prepared to fulfill the contract. The Owner's decision as to qualifications of the Bidder will be final.

The Owner hereby notifies all Bidders that it will affirmatively ensure that pursuant to advertisement, that any disadvantaged business enterprise will be afforded full opportunity to submit a Proposal in response to said advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration of the awarding of this Project's Contract.

03 Contents of the Proposal Forms

Add the following to the Iowa "SUDAS" Section 1020, 1.02:

Plans, Specifications, and a Form of Proposal may be obtained from the office of the City Engineer. Plans, Specifications, and the Form of Proposal have been approved by the City Council and are now on file for public examination in the office of the City Clerk at 220 Clay Street, Cedar Falls, Iowa.

04 Taxes

Add the following to the Iowa "SUDAS" Section 1020, 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase project materials, supplies or equipment to be used in the work performance of this project. Products utilized in the direct construction of this project will be exempt from sales tax as provided by the current Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder, & Bid Security

Add the following to the Iowa "SUDAS" Section 1020, 1.12:

The Bid Security must be in the minimum amount of ten (10%) percent of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The Bid Security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The Bid Bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature on the Bid Bond is not acceptable. Bid Security other than said Bid Bond shall be made payable to the City Clerk of the City of Cedar Falls.

"Miscellaneous Bank checks," as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under the current Code of Iowa Chapter 533B are not acceptable bid security.

The Bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on the Form of Proposal shall be filled in ink, typed or computer printed. The Bidder shall not alter the quantity, unit price or an extension that has been provided for any item that has been predetermined by the contracting authority.

If the proposal is computer generated, the Bidder shall submit a form titled as "Form of Proposal", followed by: the project name, the project number, the City of Cedar Falls, Iowa, and the Bidder's name. The Form of Proposal shall then include the item numbers, descriptions, units, and quantities. The Bidder shall specify a unit price in figures of dollars and cents for all bid items, extension figures for the respective unit prices, and quantities in a column provided for that purpose, and the total amount of the proposal obtained by adding the correct extensions for each of the bid items. The Form of Proposal shall then conclude with the Bidder's name, the legible printed name of its representative, and the representative's signature.

The computer generated Proposal then is to be attached to the supplied Form of Proposal, included herewith, which has the following entries completed: Bid Security sum and form, the name of the Bidder, Bidder's official address, the legible printed name of the Bidder's representative and title, and the representative's signature. Also, the "entry area for total bid" line on the supplied Form of Proposal shall be completed with the entry of "see attached."

The Form of Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidder Status Form, and the Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To: City Clerk
City of Cedar Falls
City Hall
Cedar Falls, Iowa 50613

Proposal for: SEAL COAT - 2020
Project No.: SC-000-3234

Form of Proposal
Seal Coat - 2020
Project No. SC-000-3234
CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that _____ have personally and carefully examined the Specifications, General Conditions, and Form of Contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the SEAL COAT - 2020 project in accordance with the Plans and Specifications on file in the office of the City Clerk, the published Notice to Bidders, and the Form of Contract, herewith, complying with all the laws of the State of Iowa; and the Rules, Regulations, and Ordinances of the City of Cedar Falls; and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, thereof at the following prices, to-wit:

Bid Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation	S.Y.	90,942.2		
2	Seal Coat	S.Y.	90,942.2		
3	Pavement Markings, Painted	STA.	34.4		
4	Pavement Markings, Handicapped Symbols	EA.	2.00		
5	Pavement Markings, Railroad Crossing Symbols	EA.	1.00		
6	Mobilization	L.S.	1.00		
7	Traffic Control	L.S.	1.00		
Total Bid					

Bidders may not independently bid on selective items of work. On this project, all items constitute one (1) indivisible work that will be awarded to one (1) Bidder. A unit price shall be submitted for all of the bid items; number one (1) thru eight (8). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit prices must be filled in ink, typed or computer generated, or the proposal will be rejected. The Owner reserves the right to delete any part of or all of any bid item.

The Owner reserves the right to reject any and all proposals, including without limitation, non-conforming, non-responsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the proposal of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the Bid opening thereof, or any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature; and start work within ten (10) calendar days after the date as set forth in the written "Notice to Proceed", as issued.

Bid Security in the sum of _____ in the form of _____ is submitted herewith in accordance with the Instructions to Bidders.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of Bidder:

By: _____

Official Address: _____

Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____ as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the _____ day of _____, 20_____, for _____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

Principal (Seal)

Witness By _____ (Title)

Surety (Seal)

Witness By _____ Attorney-in-fact

Bidder Status Form

To be completed by all bidders	Part A
Please answer "Yes" or "No" for each of the following:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	My company is authorized to transact business in Iowa. <i>(To help you determine if your company is authorized, please review the worksheet on the next page).</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	My company has an office to transact business in Iowa.
<input type="checkbox"/> Yes <input type="checkbox"/> No	My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
<input type="checkbox"/> Yes <input type="checkbox"/> No	My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
<input type="checkbox"/> Yes <input type="checkbox"/> No	My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.	
If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.	

To be completed by resident bidders	Part B
My company has maintained offices in Iowa during the past 3 years at the following addresses:	
Dates: ____/____/____ to ____/____/____	Address: _____ City, State, Zip: _____
Dates: ____/____/____ to ____/____/____	Address: _____ City, State, Zip: _____
Dates: ____/____/____ to ____/____/____	Address: _____ City, State, Zip: _____
<i>You may attach additional sheet(s) if needed.</i>	

To be completed by non-resident bidders	Part C
1. Name of home state or foreign country reported to the Iowa Secretary of State: _____	
2. Does your company's home state or foreign country offer preferences to bidders who are residents? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation. _____ _____	
<i>You may attach additional sheet(s) if needed.</i>	

To be completed by all bidders	Part D
I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.	
Firm Name: _____	
Signature: _____	Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.
309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14

FORM OF CONTRACT

This Contract entered into in triplicate at Cedar Falls, Iowa, this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment, and construct the public improvement consisting of the: SEAL COAT - 2020 project, Project No. SC-000-3234, all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 15th day of June 2020, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SC-000-3234 will be made a part of this contract as fully as though attached hereto or set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans & Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Form of Contract
- m. Non-Collusion Affidavit of Prime Bidder
- n. Bidder Status Form

In Witness whereof, this Contract has been executed in triplicate on the date first herein written.

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the Iowa 2020 edition of SUDAS, Standard Specifications, and the City of Cedar Falls' 2020 Supplemental Specifications to Iowa 2020 edition of SUDAS. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to the Iowa "SUDAS" Section 1030, 1.03:

The successful bidder will be required to furnish a Performance Bond in the sum equal to one hundred (100%) percent of the total proposal.

02 Availability of Site

Add the following to the Iowa "SUDAS" Section 1050, 1.04:

Forty-eight (48 hrs.) hours prior to work on a project segment that allows regular parking, the Contractor shall post temporary (light duty non-waterproof cardboard) "No Parking" signage; obtained from the City of Cedar Falls' Police Department, at City Hall. It is the Contractor's responsibility to install signs on Contractor's uprights, protect the signs from any inclement weather, if needed; and provide the proposed work dates on the signs.

During construction of this project, the Contractor will be required to coordinate all work operations with the City of Cedar Falls Municipal Operations & Programs Department, project Contractors, and / or others involved with, but not limited to, the following projects and events:

- 1) Municipal Operations street subgrades repair, patching, & preparation
- 2) Municipal Programs parks areas subgrade repair, patching, & preparation
- 3) 2020 Street Reconstruction Project
- 4) College Hill Arts Festival - July 18 & 19
- 5) Public grade schools begin (tentative) - August 12 - September 1
- 6) University of Northern Iowa (UNI) fall classes begin - August 20

03 Protection of Line and Grade Stakes

Add the following to the Iowa "SUDAS" Section 1050, 1.10:

The Contractor shall notify the Engineer at least forty-eight (48 hrs.) hours prior to the need for survey stakes. The Contractor shall be responsible for preserving all survey stakes and marks; and if any survey stakes or marks are destroyed or disturbed by the Contractor, the Contractor will be charged for the replacement costs. Final project payment will only be eligible following the Contractor's payment of said replacement costs.

04 Borrow and Waste Sites

Add the following to the Iowa "SUDAS" Section 1070, 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project. The Engineer will review all proposed disposal sites, prior to their use, to determine acceptability. No payment for overhaul will be allowed for material hauled to these sites. Overhaul will not be measured or paid for but shall be considered incidental to pay items on this project.

05 Subletting or Assignment of Contract

Add the following to the Iowa "SUDAS" Section 1080, 1.01:

The Contractor's own organization shall perform work amounting to not less than thirty (30%) percent of the total contract cost unless otherwise specified. Items designated as specialty items may be performed by subcontract; and the cost of any such specialty items, as performed by subcontract, may be deducted from the total cost before computing the amount of work required by the Contractor's own organization. Any items that have been selected as specialty items for the contract are listed, as such, in the Special Provisions.

06 Contract Time

Add the following to the Iowa "SUDAS" Section 1080, 1.02:

The work on the Contract shall commence within ten (10) calendar days of the date as set forth in the written Notice to Proceed and shall be completed within twenty-five (25) working days.

07 Work Progress and Schedule

Add the following to the Iowa "SUDAS" Section 1080, 1.03:

The progress of the work shall be such that at the expiration of one-fourth (1/4) of the working days, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the working days, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the working days, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the working days.

08 Weekly Record of Working Days

Add the following to the Iowa "SUDAS" Section 1080, 1.06:

Work, on project site areas to be seal coated, shall not begin before seven o'clock (7:00 a.m.) in the morning and shall stop at the time of sunset.

09 Liquidated Damages

Add the following to the Iowa "SUDAS" Section 1080, 1.12:

Liquidated damages in the amount of one hundred (\$100.00) dollars per working day will be assessed for each working day that the work remains uncompleted after the accumulation of the number of working days specified for the contract work. Final project payment will only be eligible following the Contractor's payment of said cost of liquidated damages.

10 Vouchers and Progress Payments

Add the following to the Iowa "SUDAS" Section 1090, 1.01:

Before final payment is made, the Contractor shall supply "original certifications" to the Engineer, for all materials supplied, which indicate that the materials are in full conformance with the Base Specifications as amended and supplemented. The Contractor shall also furnish, to the Engineer, "original vouchers" with original signatures showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor; and that the City may retain the last payment for a period of ninety (90) calendar days following such completion and approval; unless satisfied that all materials and all laborers have been fully paid for.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes; including the proceeds of the Local Option Sales Tax and the proceeds of General Obligation Bonds. Other combinations of funds may be used at the discretion of the City Council.

A pay estimate will be submitted to the City Council for approval on the first (1st) and the third (3rd) Mondays of each month.

11 Pollutant Prevention Plan

1. Site Description

This Project involves the work for seal coat construction which includes all materials, labor, and equipment use necessary to complete the work. See attached plans.

2. Erosion and Sediment Controls

All contractors and subcontractors operating on the work sites shall take efforts to prevent contamination of storm water runoff, groundwater, and soils by hazardous material and / or pollutants caused by their operations or encountered in their work. All waste materials and supplies must be removed from the sites and disposed of in a proper lawful manner. If construction equipment maintenance or repair is performed on any site, provisions must be made to capture and remove any lubricants or other fluids and dispose of in a proper lawful manner.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

The Contractor and every Subcontractor shall be responsible to the Owner to:

1. Execute Contractor's part of the Storm Water Pollutant Prevention Plan as described.
2. Conduct all work activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during or at the conclusion of construction.

National Pollutant Discharge Elimination System (NPDES) Certification
Project No. SC-000-3234

The Contractor certifies under penalty of law that Contractor understands the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the Contractor understands that Contractor is becoming a co-permittee, along with the Owner and other contractors and subcontractors, to the Iowa Department of Natural Resources "NPDES" General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified sites. As co-permittee, the Contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Water Pollutant Prevention Plan developed under the "NPDES" permit and the terms of the "NPDES" permit.

12 Staging sites

Four (4) staging sites are available to the Contractor. One site is approximately three hundred (300') feet east of Cameo Street on the south side of Lake Street. The Lake Street site is a storage yard with an unimproved surface and has a locked gate. Other sites available, following the Contractor's protecting of all storm sewer intakes from illicit storm water discharge, are at the east end of Capital Way and the west end of Technology Parkway; these two sites are on 30' wide P.C.C. paving and ending in rock cul-de-sacs. Two more sites are at the east and west ends of Poplar Hollow Lane off of Arbors Drive; these are on 30' wide P.C.C. paving that dead end. The approximate areas of each of these four (4) paved street sites are thirty (30') feet wide by one hundred forty (140') feet long and are non-lockable. The Contractor shall determine if a staging site is ample for the purpose(s) intended. After all project work is completed, each staging site utilized, by the Contractor, shall be returned to an original condition that is acceptable to the Project Engineer and the Owner. Any damage(s) to the staging site(s) or any adjacent areas that the Project Engineer attributes to the use of the site(s) by the Contractor shall be restored by the Contractor; at no additional cost to the Owner. The Project Engineer's condition determination(s) of areas pertinent to the use of the staging sites will be final.

13 Surface protection

At a minimum of forty-eight (48 hrs.) hours prior to any surface placement, on street sections with project work having a posted speed limit greater than twenty-five (25 mph) miles per hour, the Contractor shall post temporary twenty-five (25 mph) miles per hour signage, being sustainable during high wind, wet weather events, at intervals not to exceed six hundred (600') feet; or closer, if so warranted per the Contractor. The "temporary speed control installation" shall remain in place until the surface becomes stable enough to show no "stripping of aggregate" at the regular speed limit(s). At the Contractor's option, a "pilot car system" may also be used in conjunction with the temporary speed limit signing. Surface protection will be incidental to the Traffic Control Bid Item. Construction Ahead and Reduced Speed signage shall also be properly placed ahead of the work area and warn of

the upcoming work area. The Contractor shall also, in conjunction, cover all of the existing higher speed permanent control signage by a means that is sustainable during high wind, wet weather events.

14 Method of Measurement

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the Seal Coat - 2020 project in accordance with the 2020 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the City of Cedar Falls' 2020 Supplemental Specifications to the 2020 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

Item No. 1 – Surface Preparation

The area of surface preparation will be computed in square yards (S.Y.) from surface measurements.

Item No. 2 – Seal Coat

The area of one course seal coat will be computed in square yards (S.Y.) from surface measurements.

Item No. 3 – Pavement Markings, Painted

Painted pavement markings will be measured as per the current "I.D.O.T. Specification" Section 2527.04, A., 1.

Item No. 4 – Pavement Markings, Handicapped Symbols

Painted handicapped symbols will be measured, on a per each basis, as per the current "I.D.O.T. Specification" Section 2527.04, A., 4.

Item No. 5 – Pavement Markings, Railroad Crossing Symbols

Painted railroad crossing symbols will be measured, on a per each basis, as per the current "I.D.O.T. Specification" Section 2527.04, A., 4.

Item No. 6 - Mobilization

Mobilization will be measured as per "SUDAS Standard Specification" Division 1, Section 1090, 1.05, D.

Item No. 7 – Traffic Control

Traffic control will be measured on a lump sum (L.S.) basis, as per the current "I.D.O.T. Specification" Section 2528.04, A.

15 Basis of Payment

Payment for the items listed in the Method of Measurement will be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price, as bid, on the Form of Proposal for the Seal Coat – 2020 project in accordance with the 2020 edition of the Iowa “STATEWIDE URBAN DESIGN AND SPECIFICATIONS” (SUDAS) as amended by the City of Cedar Falls’ 2020 Supplemental Specifications to the 2020 edition of the Iowa “STATEWIDE URBAN DESIGN AND SPECIFICATIONS” (SUDAS), except as amended or supplemented as follows:

Item No. 4 – Pavement Markings, Painted

Pavement markings, painted will be paid for as per the current “I.D.O.T. Specification” 2527.05, A., 1. The number of stations (Sta.) of painted pavement markings of the type specified and placed with traffic paint, including both temporary and permanent marking, the Contractor will be paid the contract unit price per station (Sta.).

Item No. 5 & 6– Pavement Markings, Handicapped Symbols and Pavement Markings, Railroad Crossing Symbols

Pavement markings, handicapped symbols will be paid for as per the current “I.D.O.T. Specification” 2527.05, A., 4.; with the following modification: For each painted symbol of the type specified and placed with the type of traffic paint specified in the contract documents, the Contractor will be paid the contract unit price.

Item No. 8 - Traffic Control

Traffic Control will be paid for as per the current “I.D.O.T. Specification” Section 2528.05, A., 1.

2020 SEAL COAT PROJECT
PROJECT NO. SC-000-3234
ENGINEER'S COST ESTIMATE
 6/11/2020

Item No.	Item Description	Unit	Estimated Streets	Estimated Parks	Total Estimated Quantity	Unit Cost	Estimated Cost
1	Surface Preparation, Streets & Parks	S.Y.	61,481.80	29,460.40	90,942.20	0.30	\$ 27,282.66
2	Seal Coat	S.Y.	61,481.80	29,460.40	90,942.20	2.20	\$ 200,072.84
3	Pavement Markings, Painted	STA.	34.40	0.00	34.40	60.00	\$ 2,064.00
4	Pavement Markings, Handicapped Symbols	EA.	2.00	0.00	2.00	65.00	\$ 130.00
5	Pavement Markings, Railroad Crossing Symbol Package	EA.	1.00	0.00	1.00	120.00	\$ 120.00
6	Mobilization	L.S.	0.50	0.50	1.00	5,000.00	\$ 5,000.00
7	Traffic Control	L.S.	0.50	0.50	1.00	10,000.00	\$ 10,000.00
TOTAL:							\$ 244,669.50

FILE G:\USFS\ENR\PROJECTS\20 Seal Coat\00. Contract Documents\Plans, Specs, Bids\Primary\COST ESTIMATE\PRELIM\20-09-23.xls

**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 Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 11, 2020

SUBJECT: Clay Street Park Water Quality Improvements
Project No. ST-077-3146
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Clay Street Park Water Quality Improvements Project.

We recommend setting Monday, July 6, 2020 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, July 14, 2020 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by June 16, 2020. The Plans and Specifications will be ready for distribution to contractors on June 16, 2020 allowing four (4) weeks of review before contract letting.

The City of Cedar Falls is continuing efforts to update and continue water quality improvements for the Clay Street Park. The proposal includes two bioretention cells and a permeable alley along Clay Street Park.

The total estimated cost for the construction of this project is \$182,864.50. Funding for the project is provided by the City's Stormwater Bond and \$150,000 from a Resource Enhancement and Protection (REAP) grant by the Iowa Department of Natural Resources.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

PLANS OF PROPOSED IMPROVEMENTS FOR
2020

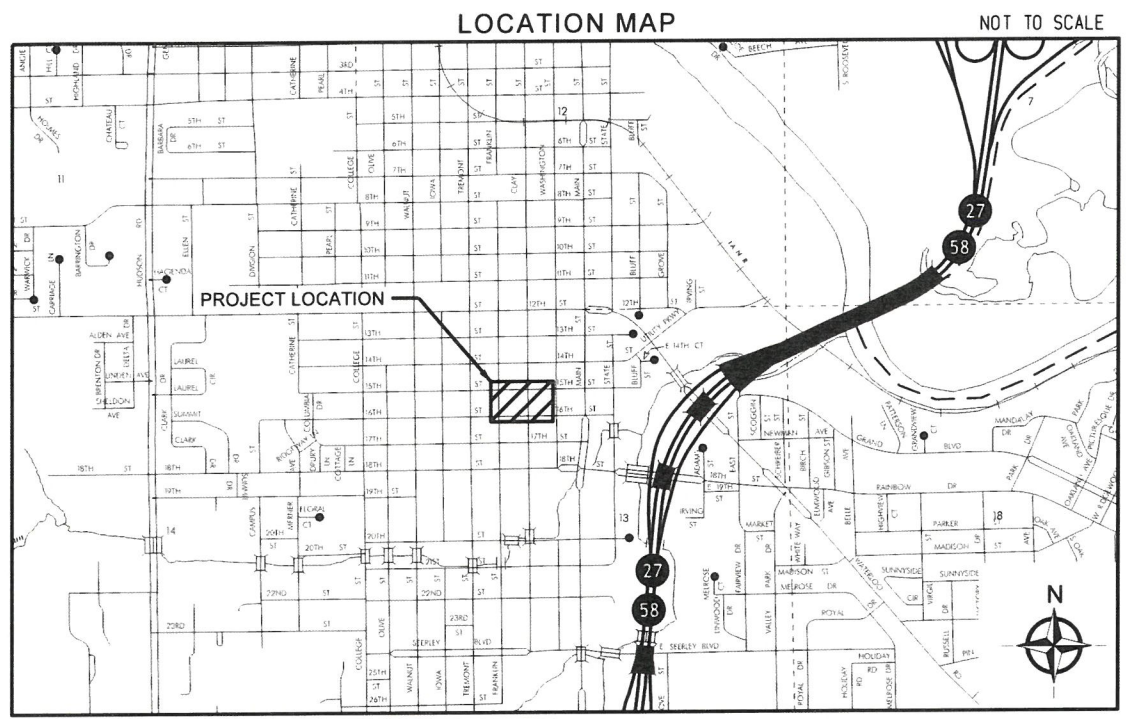
CLAY STREET PARK WATER QUALITY IMPROVEMENTS

WEST 15TH STREET TO WEST 16TH STREET
CITY OF CEDAR FALLS, IOWA
CITY CONTRACT NO.: ST-077-3146

LETTING DATE: JUNE 23, 2020
CITY CONTRACT NO.: ST-077-3146

CLAY ST. PARK WATER QUALITY IMPROVEMENTS

URBAN STANDARD DETAILS FOR PUBLIC IMPROVEMENTS		
ALL STANDARD DETAILS SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT. THE FOLLOWING DETAILS ARE BROUGHT TO THE CONTRACTOR'S ATTENTION:		
FIGURE NO.	NAME	DATE
4020.211	STORM SEWER PIPE CONNECTIONS	04-17-2018
4040.232	SUBDRAIN CLEANOUTS	2020
6010.511	RECTANGULAR AREA INTAKE	04-21-2020
6010.603	CASTINGS FOR GRATE INTAKES	10-16-2018
6010.604	CASTINGS FOR AREA INTAKE	04-21-2020
7010.101	JOINTS	04-21-2020
7010.102	PCC CURB DETAILS	04-21-2020
7030.204	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK	10-20-2015
7030.205	GENERAL SIDEWALK AND CURB RAMP DETAILS	10-20-2015
7030.207	CURB RAMP FOR CLASS B OR C SIDEWALK	10-16-2012
7030.210	DETECTABLE WARNING PLACEMENT	10-16-2012
8030.104	LANE CLOSURE ON LOW VOLUME STREET (SELF-REGULATING)	10-17-2017
9040.115	LARGE BIOCELL DEWATERING DEVICE (PERFORATED RISER)	10-21-2014
9040.119	SILT FENCE	10-21-2014
CFD.01	SUBDRAIN OUTLET STRUCTURE	01-09-2014
CFD.03	TYPICAL DRIVEWAY DETAIL	12-16-2014
CFD.04	SEDIMENT INTAKE FILTER	12-16-2014



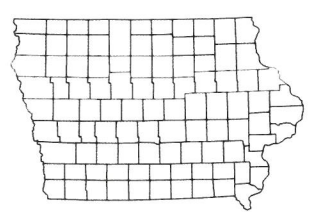
THE 2020 STATEWIDE URBAN DESIGN AND SPECIFICATIONS & THE CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT. DIVISION 1 SHALL NOT APPLY TO THIS PROJECT.

OWNER:
CITY OF CEDAR FALLS
C/O DAVID WICKE, P.E. CITY ENGINEER
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 268-5161
FAX: (319) 268-5197

ENGINEER:
FOTH
C/O MICHAEL FAHRER, P.E.
411 6TH AVENUE SE, SUITE 400
CEDAR RAPIDS, IA 52401
PHONE: (319) 365-9565

OWNER:
CITY OF CEDAR FALLS
MAYOR:
ROBERT M. GREEN
COUNCIL PERSONS:
MARK MILLER SUSAN DEBUHR
DARYL KRUSE SIMON HARDING
FRANK DARRAH NICK TAIBER
DAVID SIREN
DIRECTOR OF PUBLIC WORKS:
CHASE SCHRAGE
CITY ENGINEER: DAVID WICKE, P.E. **CITY PROJECT ENGINEER:** MATT TOLAN

INDEX OF SHEETS		105-3 07-21-87
NO.	DESCRIPTION	
A.01	TITLE SHEET	
A.02	LEGEND & SYMBOL INFORMATION SHEET	
A.03-A.04	PAVEMENT TYPES AND LOCATIONS	
B.01-B.08	TYPICAL CROSS-SECTIONS & DETAILS	
C.01	ESTIMATE OF QUANTITIES AND ESTIMATE REFERENCE INFORMATION	
C.02	ESTIMATE REFERENCE INFORMATION AND TABULATIONS	
D.01	PLAN AND PROFILE - ALLEY	
EC.01-EC.02	EROSION CONTROL PLAN	
G.01-G.03	REFERENCE TIES AND BENCHMARKS	
J.01-J.02	STAGING AND TRAFFIC CONTROL	
L.01-L.02	GEOMETRICS, STAKING, & JOINTING	
LS.01	LARGE BIOCELL PLANTING LAYOUT	
LS.02	SMALL BIOCELL PLANTING LAYOUT	
M.01-M.02	STORM SEWER PLAN AND PROFILE	
R.01-R.02	REMOVALS	
S.01-S.02	PEDESTRIAN RAMP DETAILS	
U.01-U.02	GRADING	



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
Michael J. Fahrner 5-27-2020
MICHAEL J. FAHRER DATE
License Number: 25326
My license renewal date is DECEMBER 31, 2020.
Pages or sheets covered by this seal:
ALL SHEETS

STANDARD SYMBOLS

	Interstate Highway Symbol		Septic Tank		Guardrail (Beam or Cable)
	U.S. Highway Symbol		Cistern		GP Guard Post (one or two)
	Iowa Highway Symbol		L.P. Gas Tank (No Footing)		Guard Post (over two)
	County Road Highway Symbol		Underground Storage Tank		FP Filler Pipe
	Evergreen Tree		Latrine		GV Gas Valve
	Deciduous Tree		Luminaire		WV Water Valve
	Fruit Tree		Traffic Signal		SL Speed Limit Sign
	Shrub (Bushes)		Traffic Signal with Luminaire		MM Mile Marker Post
	Timber		TP Telephone Pedestal		SIGN Sign
	Hedge		TVP Television Pedestal		WHU Water Hook Up
	Stump		Telephone Pole		RT Radio Tower
	Swamp		Telephone Pole (Second Company)		EB Electric Box
	Rock Outcrop		Telephone Pole (Third Company)		TCB Traffic Signal Control Box
	Broken Concrete		Telephone Pole (Fourth Company)		RRB Rail Road Signal Control Box
	Revetment (Rip Rap)		Telephone Pole (Fifth Company)		TSB Telephone Switch Box
	Cemetery		Power Pole		Tile Outlet
	Grave		Power Pole (Second Company)		Edge of Water
	Cave		Power Pole (Third Company)		Existing Drainage
	Sink Hole		Power Pole (Fourth Company)		Proposed Drainage
	Board Fence		Power Pole (Fifth Company)		Right of Way Rail or Lot Corner
	Chain Link or Security Fence		Electrical Highline Tower (Metal or Concrete)		Concrete Monument
	Wire Fence		Telephone Riser Pole		Well
	Terrace		Power Riser Pole		Windmill
	Earth Dam or Dike (Existing)		Telegraph Pole		Beehive Intake
	Earth Dam or Dike (Proposed)		Satellite TV Dish		Fire Hydrant
	Existing Intake		Existing Utility Access (Manhole)		WH Water Hydrant (Rural)
	Proposed Intake		Proposed Utility Access (Manhole)		

- - St.S.(C) - Existing Sanitary Sewer, Quality C
- - W(D) - Existing Water Line, Quality D
- - G(D) - Existing Gas Line, Quality D
- - OHE - Existing Overhead Electric Power Line

(Symbols are Typical Only)

TABULATION OF UTILITIES

102-13
02-23-93

UTILITY LEGEND

Where public utility fixtures are shown as existing on the plans or encountered within the construction area, it shall be the responsibility of the contractor to notify the owners of those utilities prior to the beginning of any construction. The Contractor shall afford access to these facilities for necessary modification of services. Underground facilities, structures and utilities have been plotted from available surveys and records, and therefore their locations must be considered approximate only. It is possible there may be others, the existence of which presently not known or shown, it is the Contractor's responsibility to determine their existence and exact location and to avoid damage thereto. No claims for additional compensation will be allowed to the Contractor for any interference or delay caused by such work.

The Contractor is required to utilize the utility One-Call service at (800) 292-8989 at least 48 hours prior to excavating anywhere on the project.

The following utility companies are known to have facilities on the project:

CITY OF CEDAR FALLS
 Contact Name : Mr. David Wicke - - St.S.(C) -
 Contact Address : 220 Clay Street
 : Cedar Falls, Iowa 50613
 Contact Phone : (319) 268-5162 (office)
 Contact Email : david.wicke@cedarfalls.com

CEDAR FALLS UTILITIES - GAS AND WATER
 Contact Name : Mr. Jerald Lukensmeyer - - W(D) -
 Contact Address : 1 Utility Parkway, P.O. Box 769 - - G(D) -
 : Cedar Falls, Iowa 50613
 Contact Phone : (319) 268-5330 (office)
 Contact Email : jerald.lukensmeyer@cfunet.net

CEDAR FALLS UTILITIES - ELECTRIC
 Contact Name : Mr. John Osterhaus - - OHE -
 Contact Address : 1 Utility Parkway, P.O. Box 769
 : Cedar Falls, Iowa 50613
 Contact Phone : (319) 268-5298
 Contact Email : john.osterhaus@cfunet.net

RIGHT OF WAY LEGEND

- Proposed Right of Way
- Existing Right of Way
- Existing and Proposed Right of Way
- Easement and Existing Right of Way
- Borrow
- Easement (Temporary)
- Easement
- Excess
- Property Line
- Access Control

CONVENTIONAL SIGNS

- Station Reference Point Survey Line
- Section Corner
- Proposed Profile Grade
- Railroad
- Existing Proposed Field Tile
- Existing Proposed Culverts
- Stream

SYMBOLS UNIQUE TO PROJECT

IOWA 1-CALL# 1-800-292-8989

PROJECT NO: 0019CD17_03	DESIGNED BY: M.FAHRER
PROJECT DATE:	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	\$TIME\$ DRAWN BY: M.FAHRER
CAD FILE: \$FILES\$	

NO	DATE	BY	REVISION DESCRIPTION










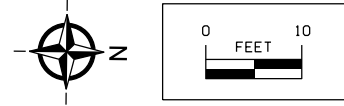
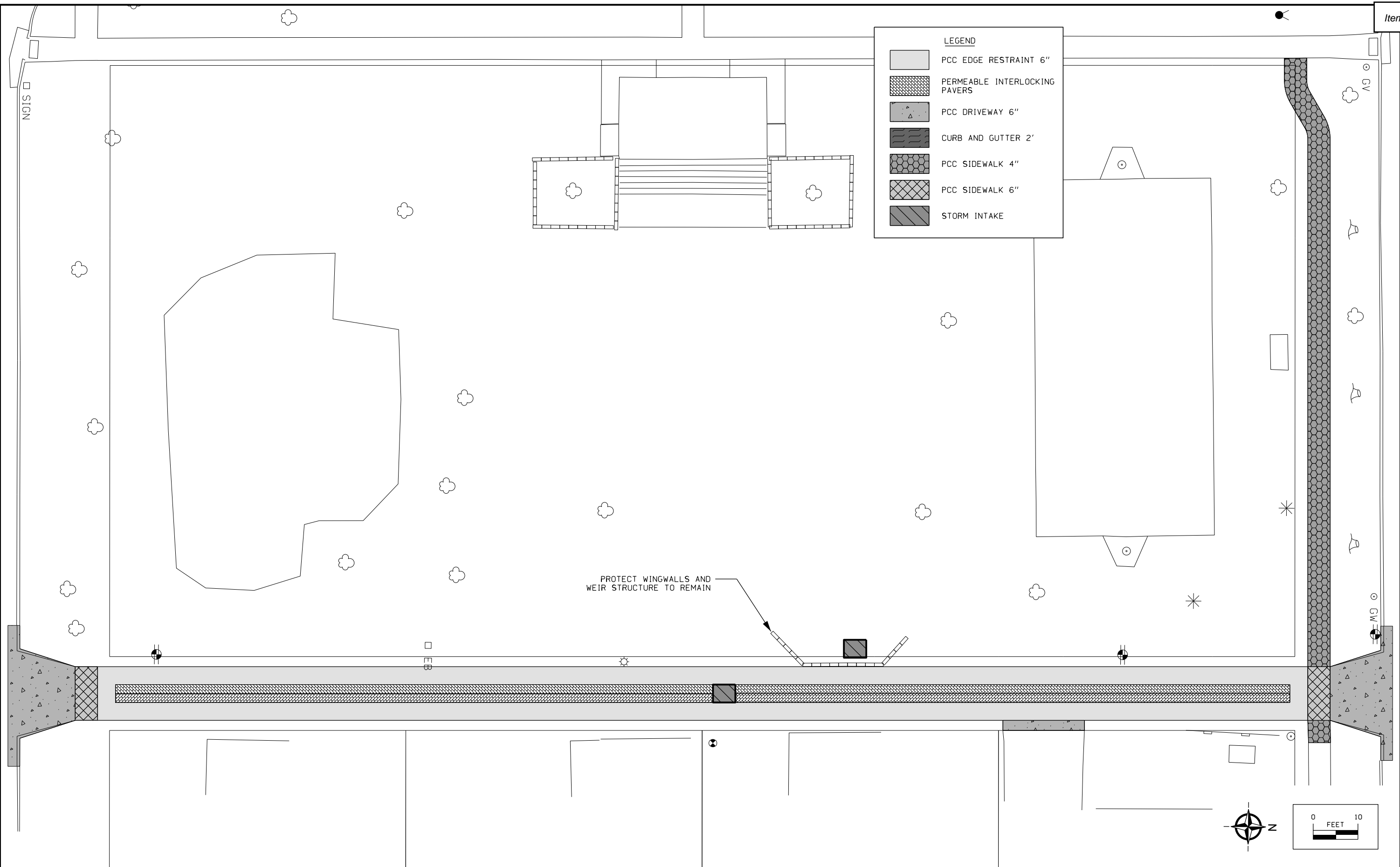
CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

LEGEND & SYMBOL INFORMATION SHEET

SHEET NO.
A.02
596

LEGEND

-  PCC EDGE RESTRAINT 6"
-  PERMEABLE INTERLOCKING PAVERS
-  PCC DRIVEWAY 6"
-  CURB AND GUTTER 2'
-  PCC SIDEWALK 4"
-  PCC SIDEWALK 6"
-  STORM INTAKE



PROJECT NO: 0019CD17.03	DESIGNED BY: M.FAHRER
PROJECT DATE:	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	\$TIMES\$ DRAWN BY: M.FAHRER
CAD FILE: \$FILES\$	

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






CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

PAVEMENT TYPES AND LOCATIONS

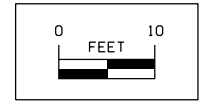
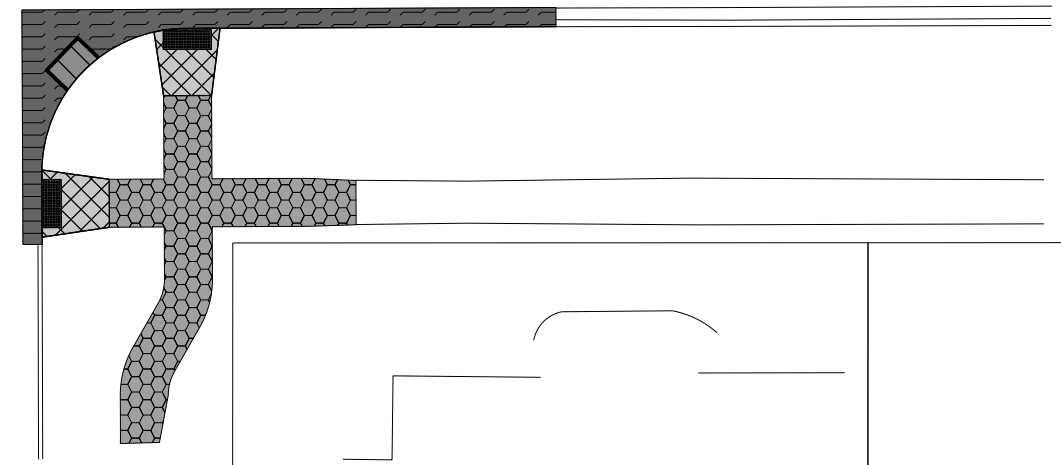
SHEET NO.
A.03 597

LEGEND

-  PCC EDGE RESTRAINT 6"
-  PERMEABLE INTERLOCKING PAVERS
-  PCC DRIVEWAY 6"
-  CURB AND GUTTER 2'
-  PCC SIDEWALK 4"
-  PCC SIDEWALK 6"
-  STORM INTAKE

FRANKLIN STREET

W 15TH STREET



PROJECT NO: 0019CD17.03	DESIGNED BY: M.FAHRER
PROJECT DATE:	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	\$TIME\$ DRAWN BY: M.FAHRER
CAD FILE: \$FILE\$	

NO	DATE	BY	REVISION DESCRIPTION

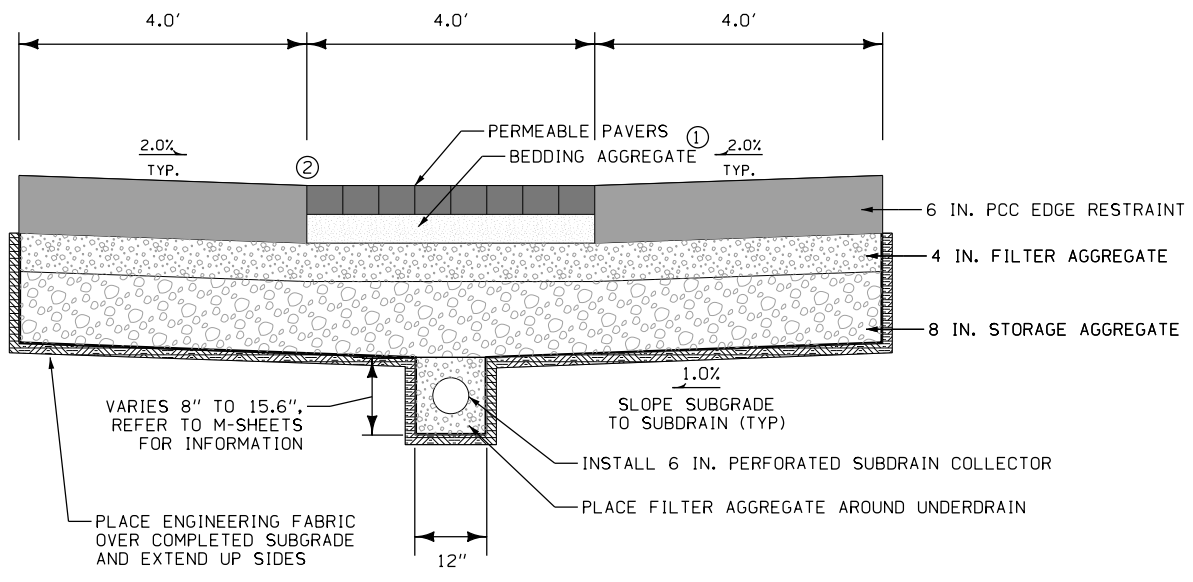


CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

PAVEMENT TYPES AND LOCATIONS

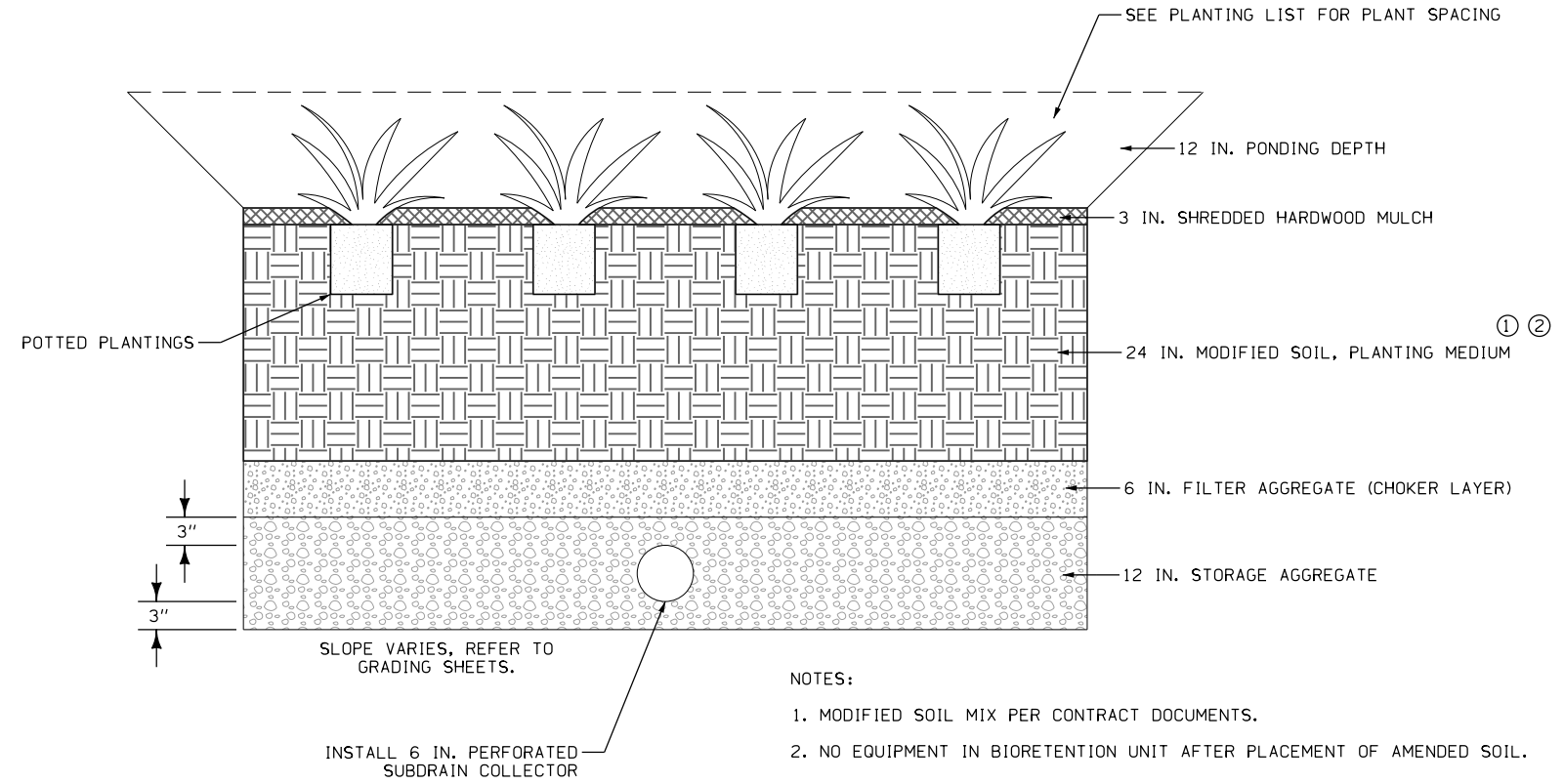
SHEET NO.
A.04
 598

TYPICAL ALLEY SECTION



- NOTES:
- 2 INCH MINIMUM THICKNESS OF BEDDING AGGREGATE.
 - SET PAVERS 1/4 INCH ABOVE PCC EDGE RESTRAINT

TYPICAL BIORETENTION SECTION



- NOTES:
- MODIFIED SOIL MIX PER CONTRACT DOCUMENTS.
 - NO EQUIPMENT IN BIORETENTION UNIT AFTER PLACEMENT OF AMENDED SOIL.

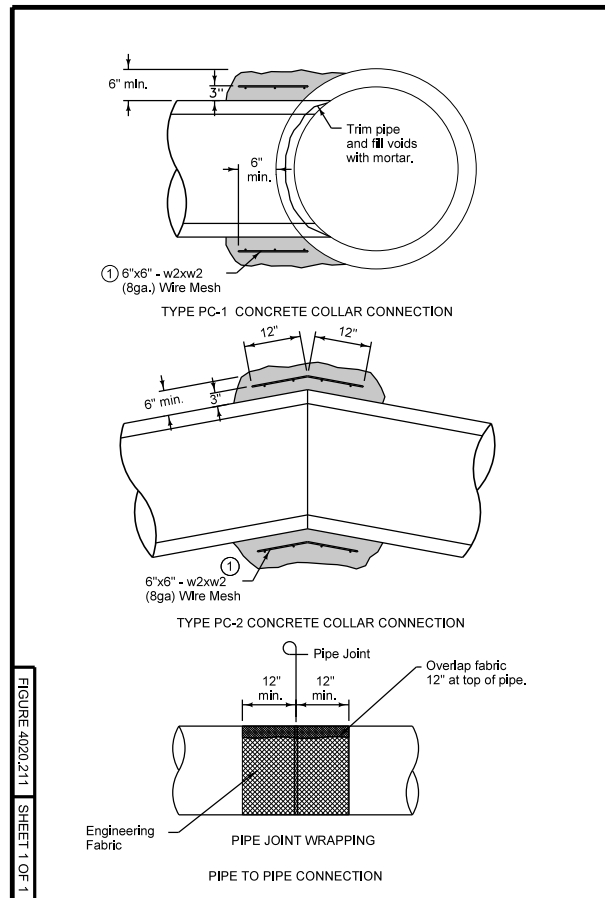
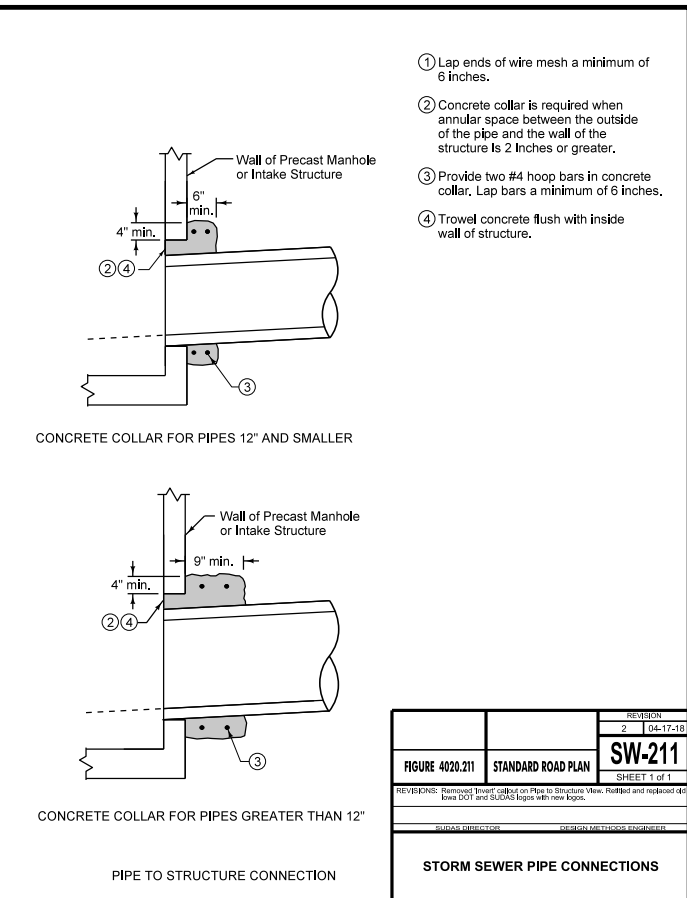


FIGURE 4020.211 SHEET 1 OF 1



- Lap ends of wire mesh a minimum of 6 inches.
- Concrete collar is required when annular space between the outside of the pipe and the wall of the structure is 2 inches or greater.
- Provide two #4 hoop bars in concrete collar. Lap bars a minimum of 6 inches.
- Trowel concrete flush with inside wall of structure.

FIGURE 4020.211	STANDARD ROAD PLAN	REVISION 7 04-17-18
		SW-211
		SHEET 1 of 1
REVISIONS: Removed lower collar on Pipe to Structure View. Refined and updated to meet DOT and SUDAS logic with new logic.		
SUBDRAIN ENGINEER: DESIGN METEOROLOGICAL ENGINEER:		
STORM SEWER PIPE CONNECTIONS		

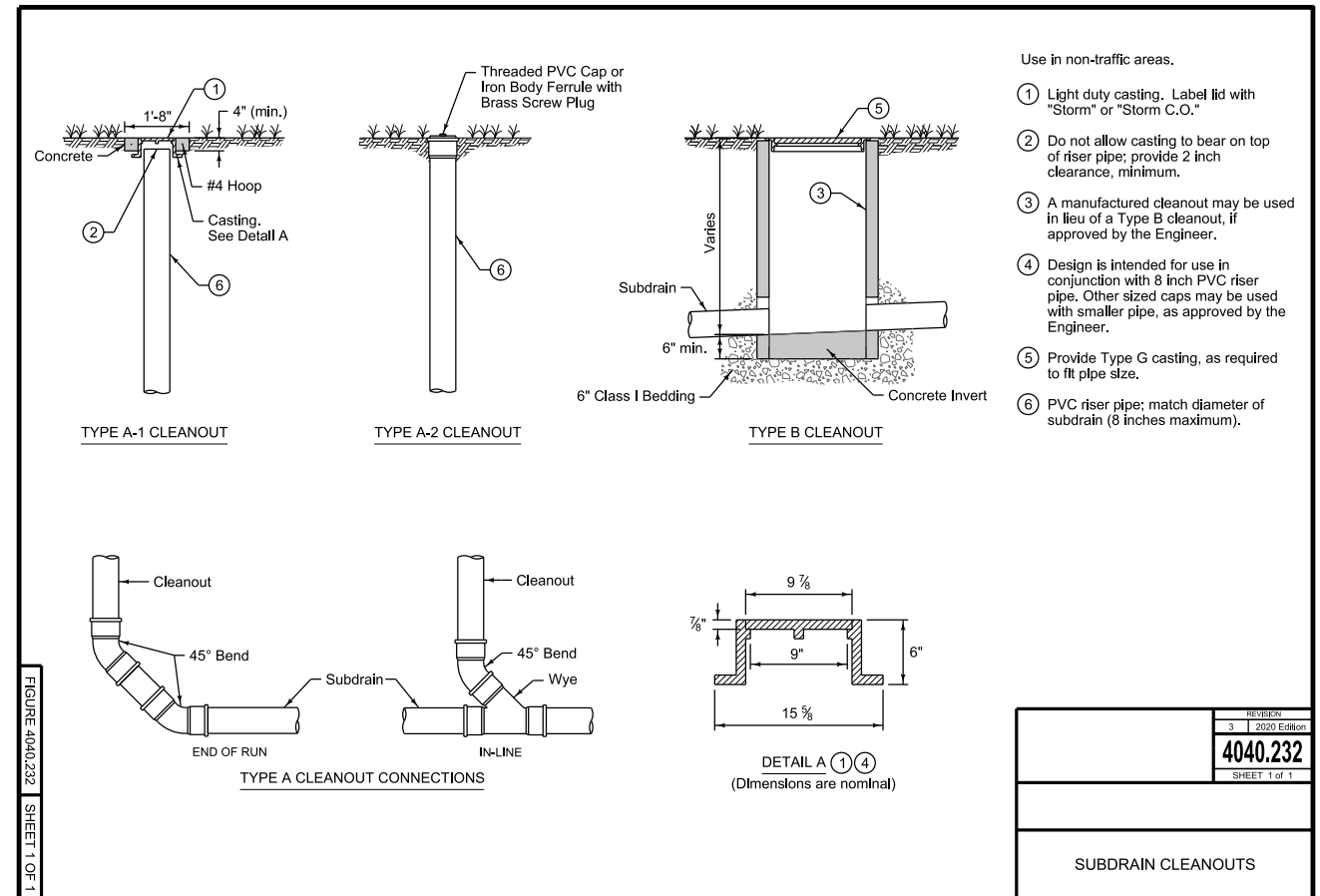


FIGURE 4040.232 SHEET 1 OF 1

- Use in non-traffic areas.
- Light duty casting. Label lid with "Storm" or "Storm C.O."
 - Do not allow casting to bear on top of riser pipe; provide 2 inch clearance, minimum.
 - A manufactured cleanout may be used in lieu of a Type B cleanout, if approved by the Engineer.
 - Design is intended for use in conjunction with 8 inch PVC riser pipe. Other sized caps may be used with smaller pipe, as approved by the Engineer.
 - Provide Type G casting, as required to fit pipe size.
 - PVC riser pipe; match diameter of subdrain (8 inches maximum).

FIGURE 4040.232	REVISION 3 1-2020 Edits
4040.232	
SHEET 1 of 1	
SUBDRAIN CLEANOUTS	

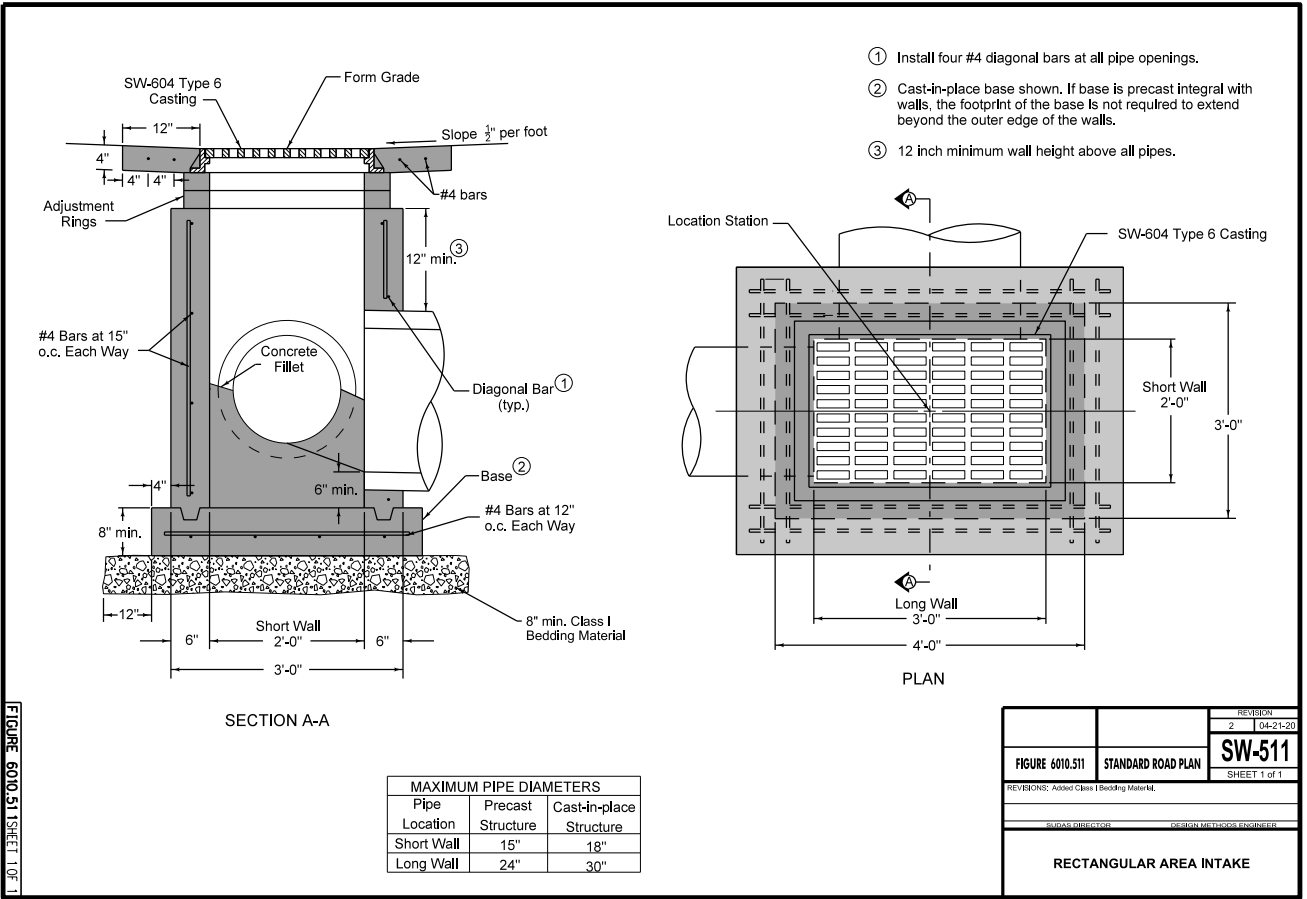
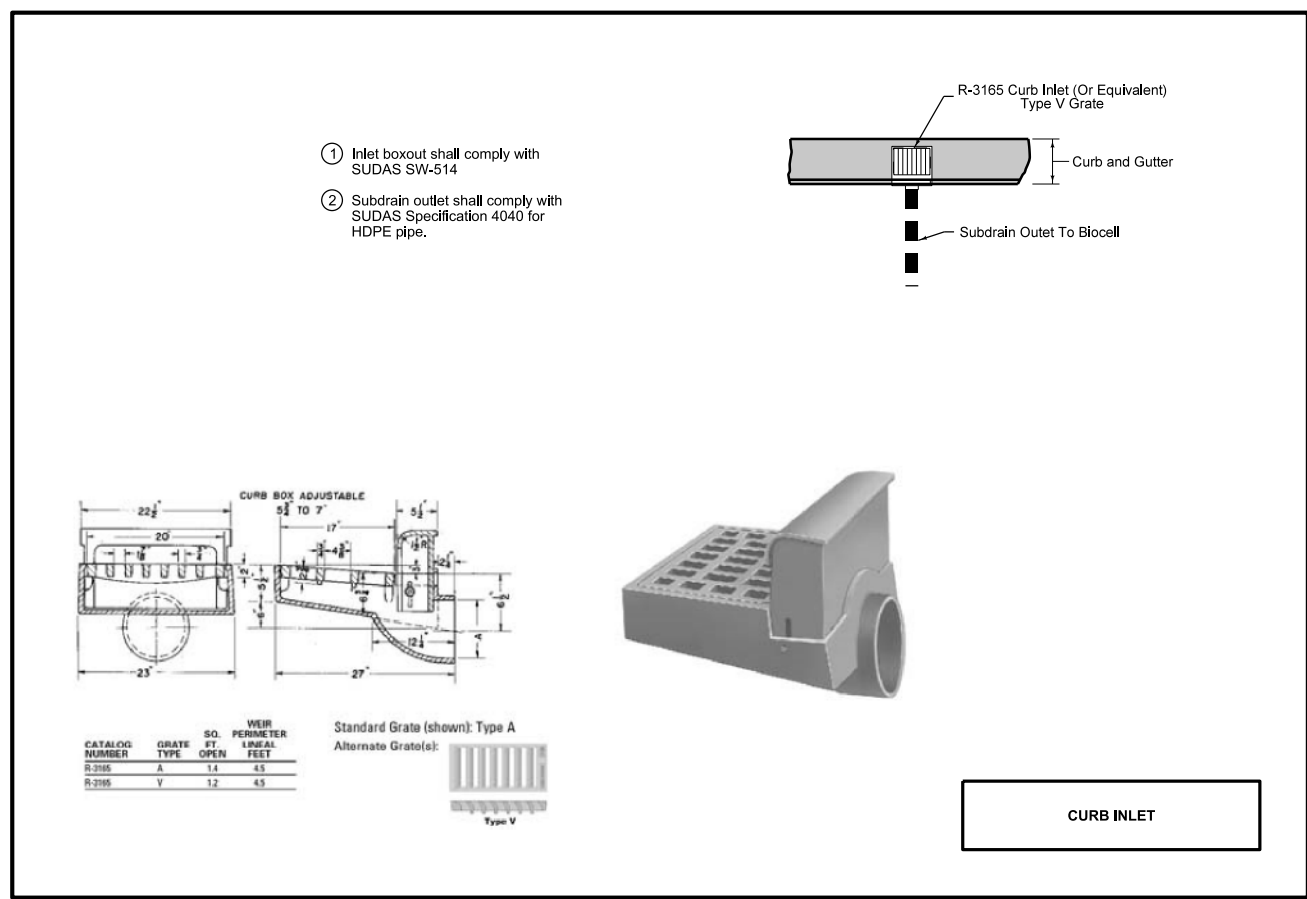
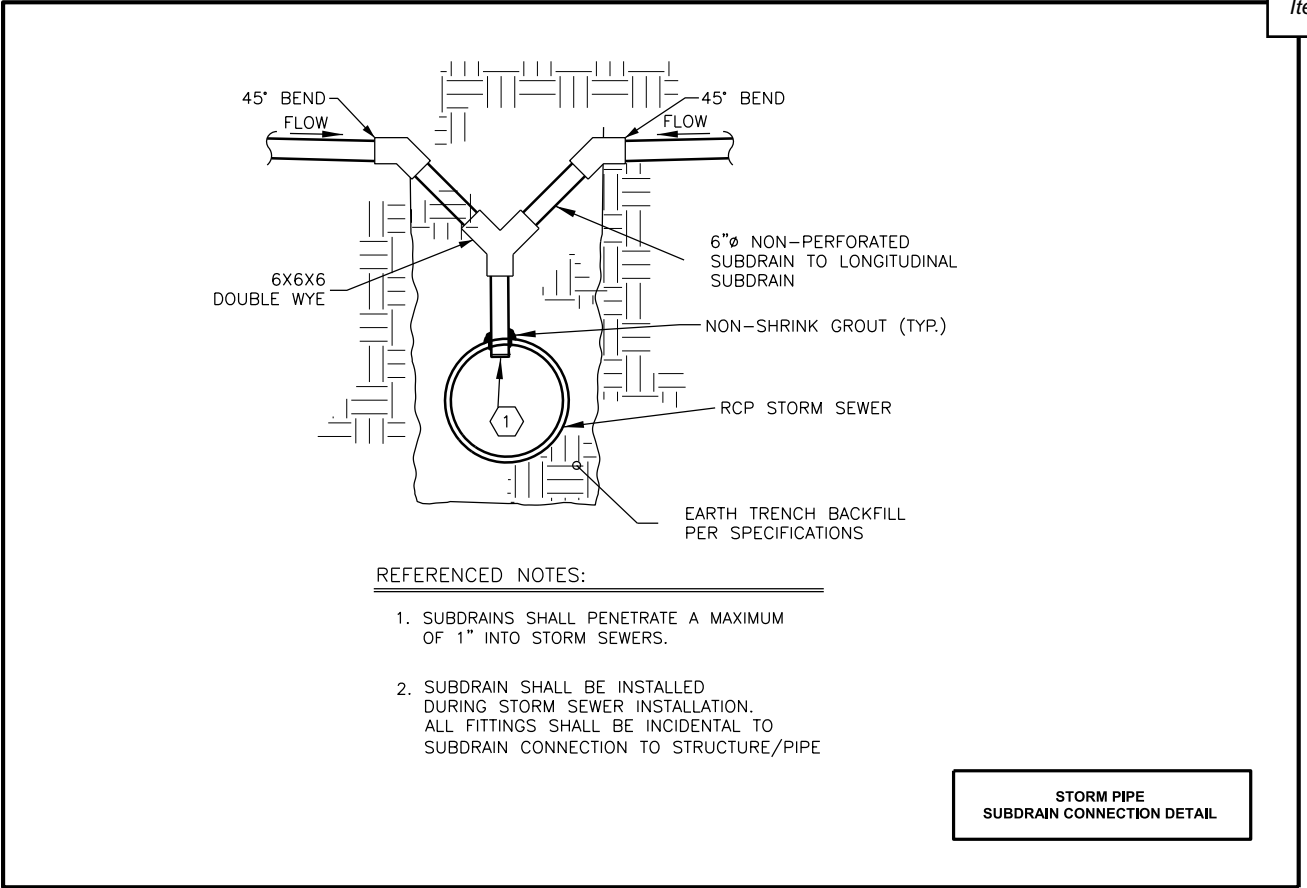
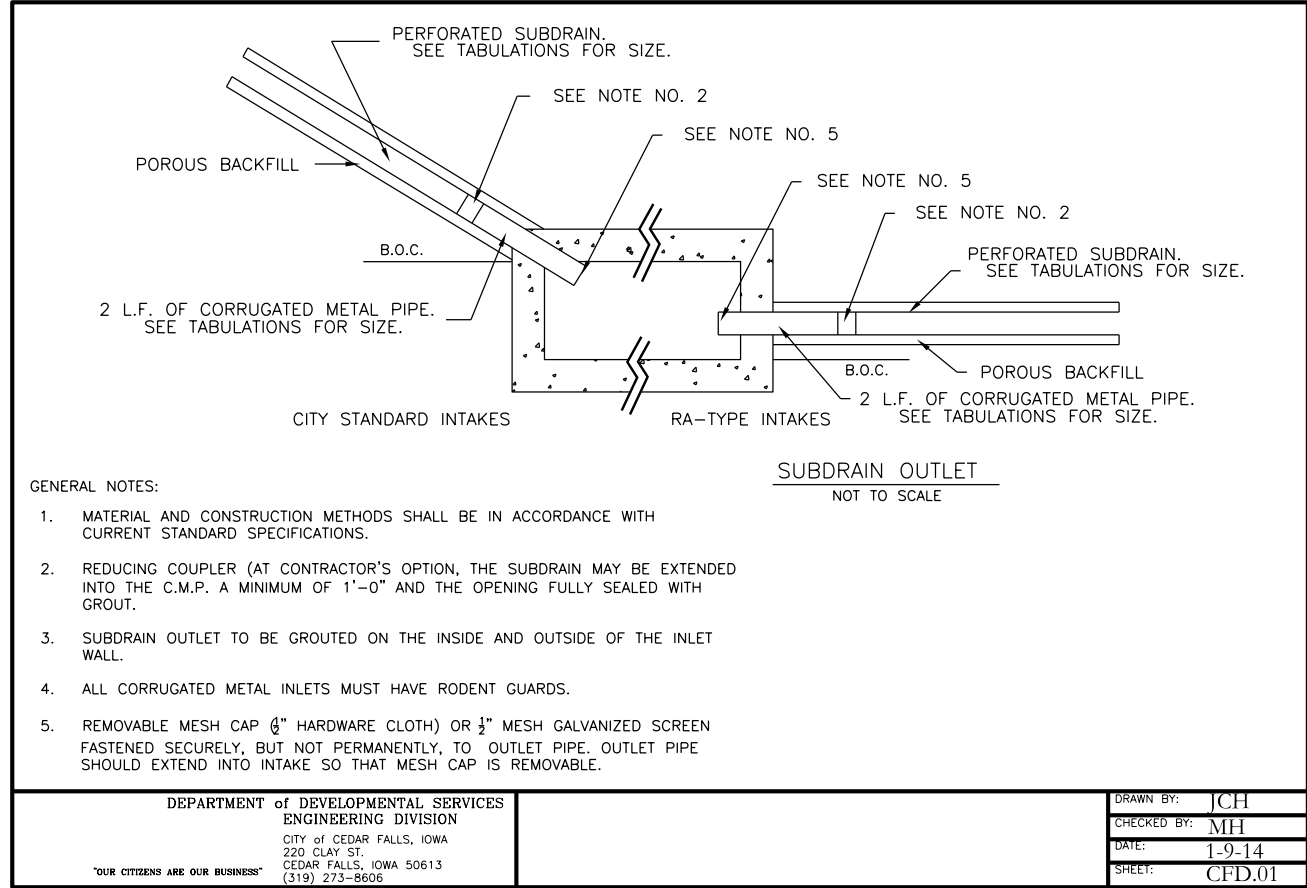
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PROJECT DATE:	CHECKED BY: A.MONIZA
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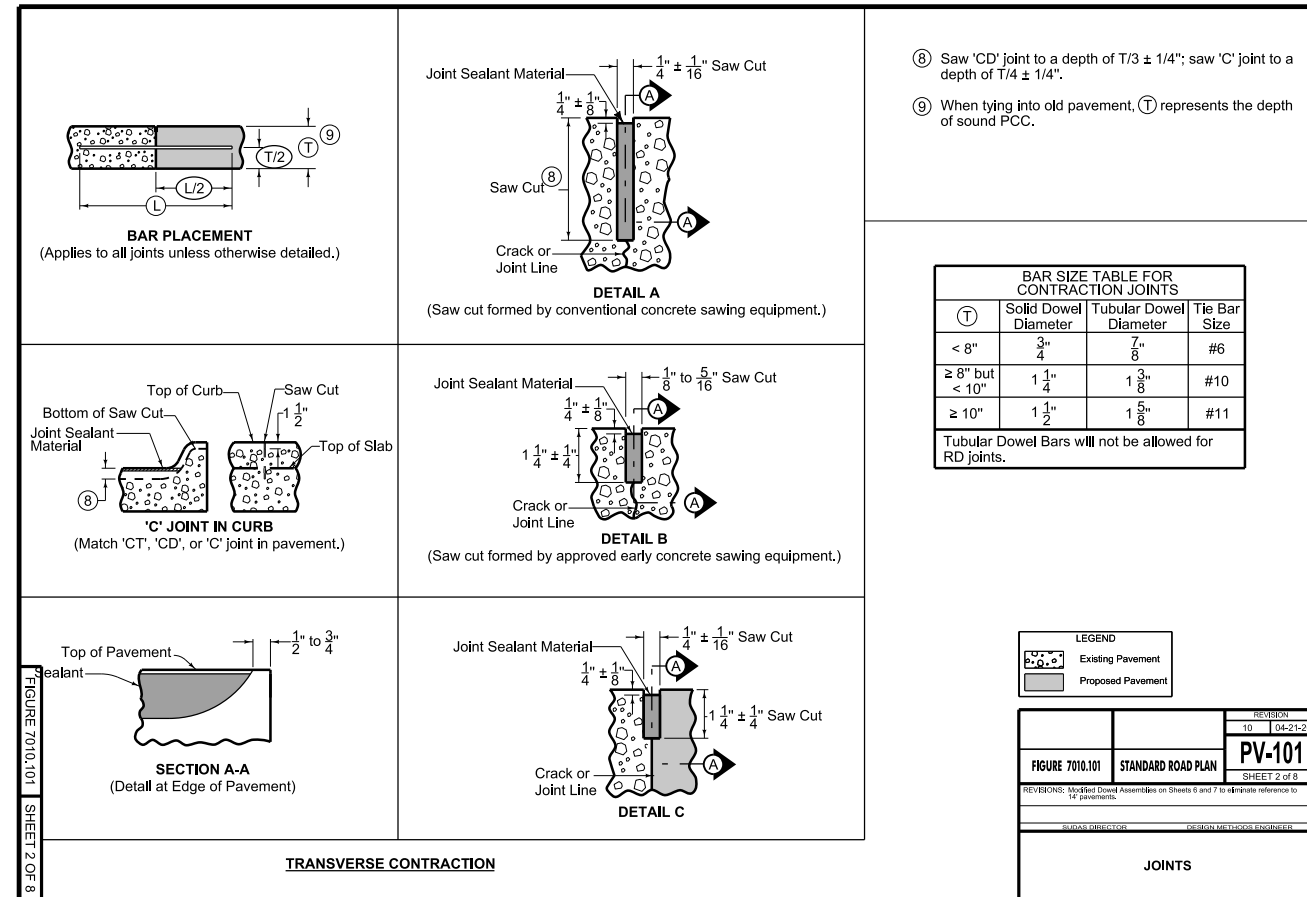
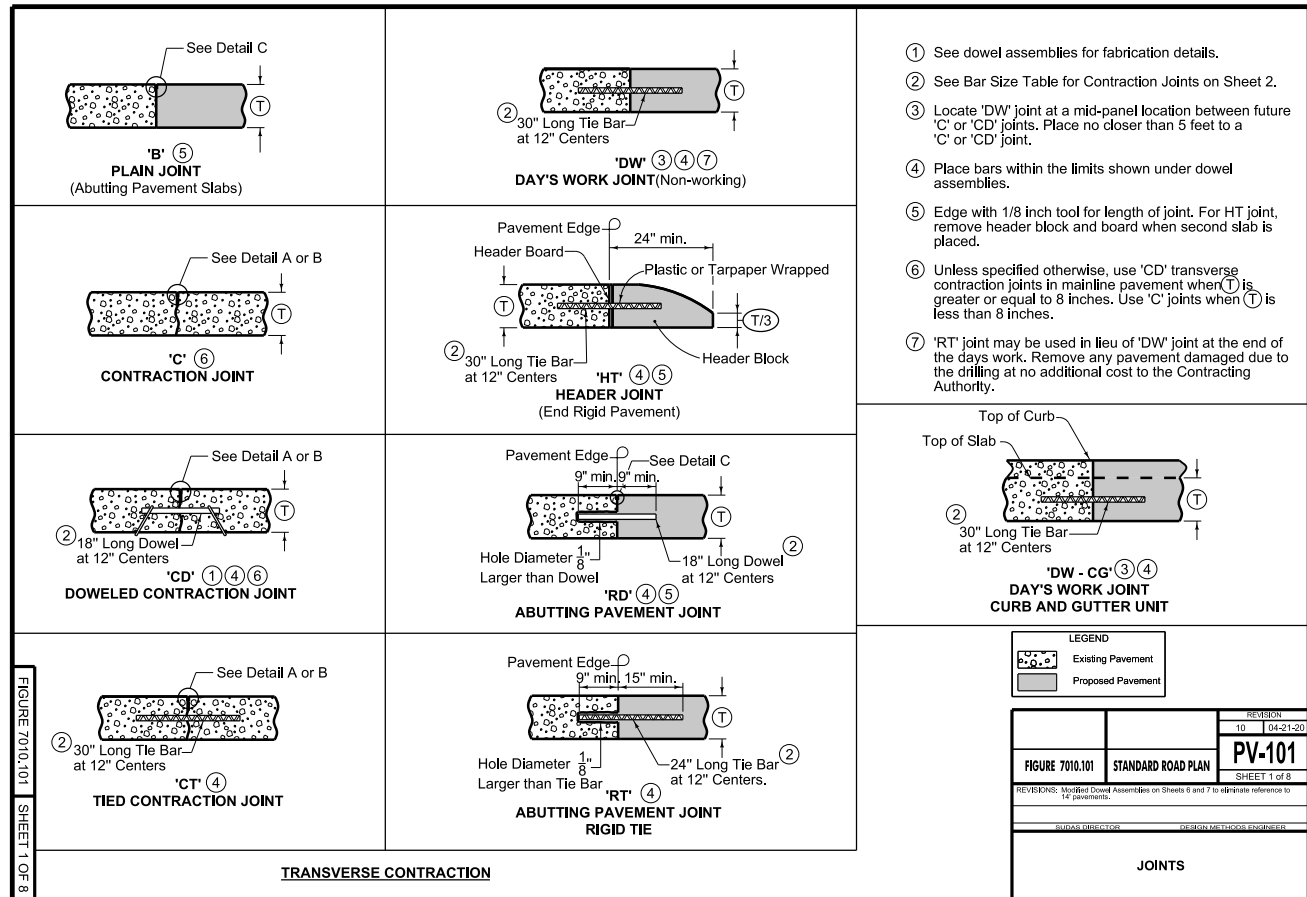
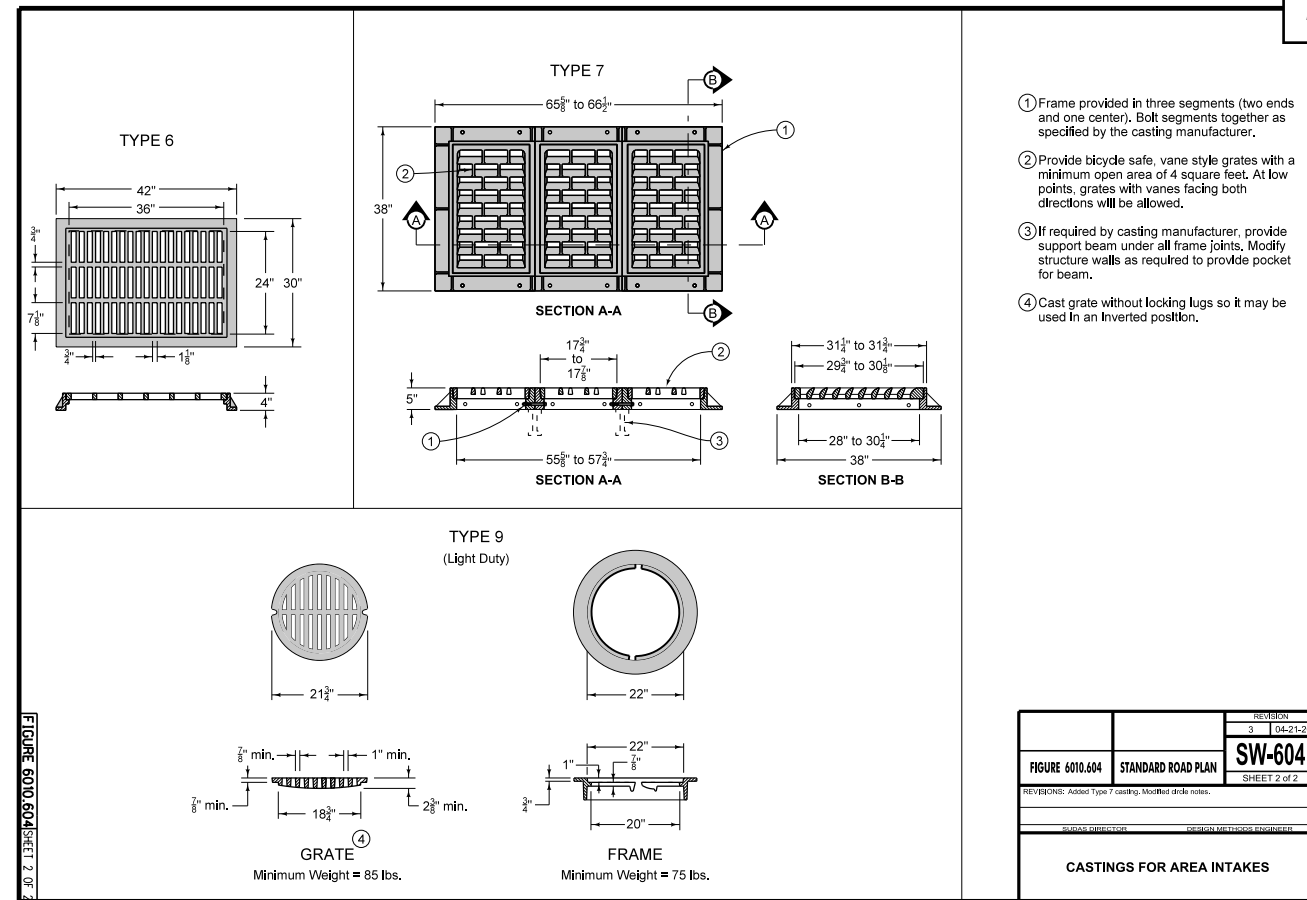
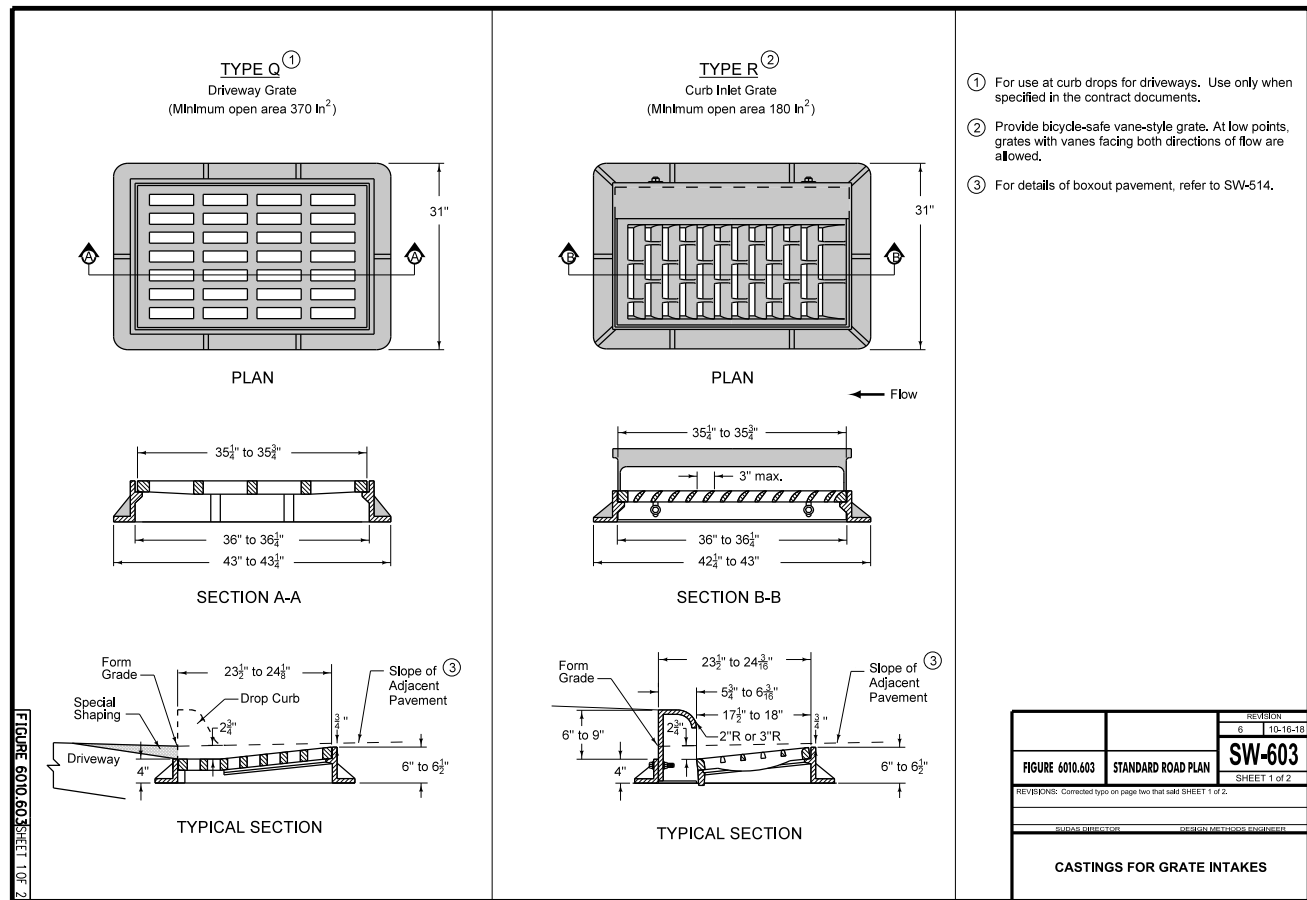
NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

TYPICAL CROSS SECTIONS AND DETAILS





T	Solid Dowel Diameter	Tubular Dowel Diameter	Tie Bar Size
< 8"	3/4"	7/8"	#6
≥ 8" but < 10"	1 1/4"	1 3/8"	#10
≥ 10"	1 1/2"	1 5/8"	#11

Tubular Dowel Bars will not be allowed for RD joints.

PROJECT NO: _____ DESIGNED BY: M.FAHRER
 PROJECT DATE: _____ CHECKED BY: A.MONIZA
 CAD DATE: \$DATE\$ _____ \$TIME\$ DRAWN BY: T.LECLAIR
 CAD FILE: \$FILE\$

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

SHEET NO. **B.03**
 TYPICAL CROSS SECTIONS AND DETAILS
 601

'B' PLAIN JOINT
(Abutting Pavement Slabs)

'BT' ABUTTING PAVEMENT JOINT - RIGID TIE

T	Joint	Bars	Bar Length and Spacing
< 8"	'BT-1'	#4	36" Long at 30" Centers
≥ 8"	'BT-2'	#5	30" Long at 30" Centers
		#5	36" Long at 30" Centers

'BT' ABUTTING PAVEMENT JOINT - RIGID TIE (Drilled)

T	Joint	Bars	Bar Length and Spacing
< 8"	'BT-5'	#4	24" Long at 30" Centers
≥ 8"	'BT-3'	#5	24" Long at 30" Centers
	'BT-4'	#5	24" Long at 15" Centers

'K' KEYED JOINT FOR ADJACENT SLABS
(Where T is 8" or more)

'KS-1'
[Single Reinforced Pavement (Bridge Approach)]

'KS-2'
[Double Reinforced Pavement (Bridge Approach)]

'KT' ABUTTING PAVEMENT JOINT - KEYWAY TIE

T	Joint	Bars	Bar Length and Spacing
< 8"	'KT-1'	#4	30" Long at 30" Centers
≥ 8"	'KT-2'	#5	30" Long at 30" Centers
	'KT-3'	#5	30" Long at 15" Centers

LONGITUDINAL CONTRACTION

'L' CONTRACTION JOINT

T	Joint	Bars	Bar Length and Spacing
< 8"	'L-1'	#4	36" Long at 30" Centers
≥ 8"	'L-2'	#5	36" Long at 30" Centers
	'L-3'	#5	36" Long at 15" Centers

JOINTS

FIGURE 7010.101 SHEET 3 OF 8

TIE BAR PLACEMENT
(Applies to all joints unless otherwise detailed.)

DETAIL D-1
(Required when specified in the contract documents.)

DETAIL D-2
(Required when the Department of Transportation is not the Contracting Authority, or when specified in the contract documents)

DETAIL D-3
(Required when the Department of Transportation is the Contracting Authority, or when specified in the contract documents)

LONGITUDINAL CONTRACTION

KEYWAY DIMENSIONS

Keyway Type	Pavement Thickness (T)	(A)	(B)
Standard	8" or greater	1 3/4"	2 3/4"
Narrow	Less than 8"	1"	2"

JOINTS

FIGURE 7010.101 SHEET 4 OF 8

DOWEL PLACEMENT
(Applies to all joints unless otherwise detailed.)

'CF' JOINT

TYPE	WIDTH
CF-1	2"
CF-2	2 1/2"
CF-3	3"
CF-4	3 1/2"

'E' JOINT IN CURB
(View at Back of Curb)

'EE' JOINT IN CURB
(View at Back of Curb)

'ES' JOINT IN CURB
(View at Back of Curb)

1" EXPANSION JOINT

'ED', 'EE', 'EF' DOWELED EXPANSION JOINT

JOINTS

FIGURE 7010.101 SHEET 5 OF 8

SECTION B-B

DETAIL F

DETAIL G

DETAIL H

EXPANSION

DOWELED EXPANSION JOINTS

TYPE	WIDTH	FILLER MATERIAL (17)
ED	1"	Resilient (Detail F)
EE	2"	Flexible Foam (Detail F)
EF	3 1/2"	Flexible Foam (Detail G)

BAR SIZE TABLE FOR DOWELED EXPANSION JOINTS

T	< 8"	≥ 8" but < 10"	≥ 10"
Dowel Diameter	3/4"	1 1/4"	1 1/2"

JOINTS

FIGURE 7010.101 SHEET 5 OF 8

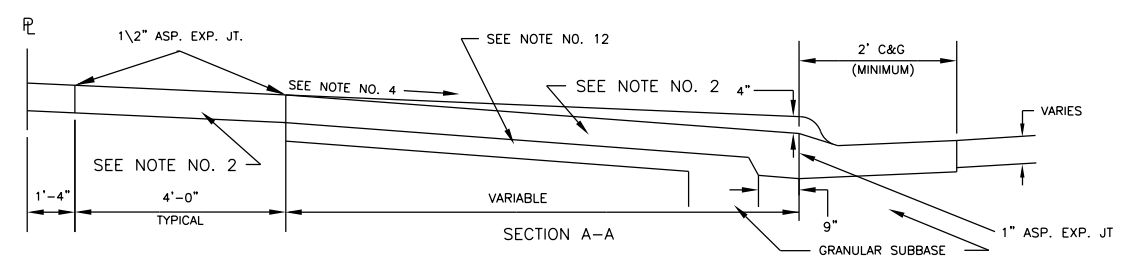
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PROJECT DATE:	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	\$TIME\$ DRAWN BY: T.LECLAIR
CAD FILE: \$FILES\$	

NO	DATE	BY	REVISION DESCRIPTION

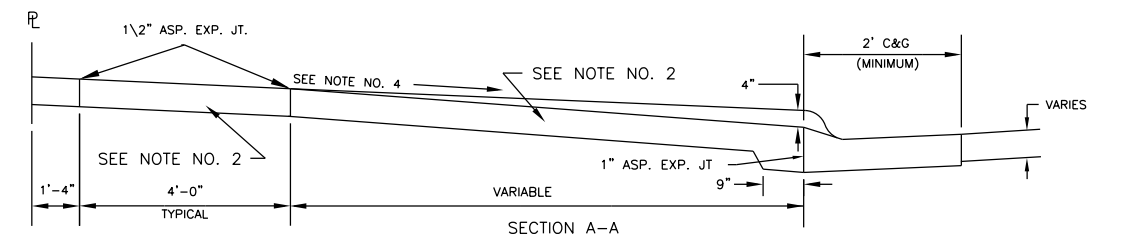


CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

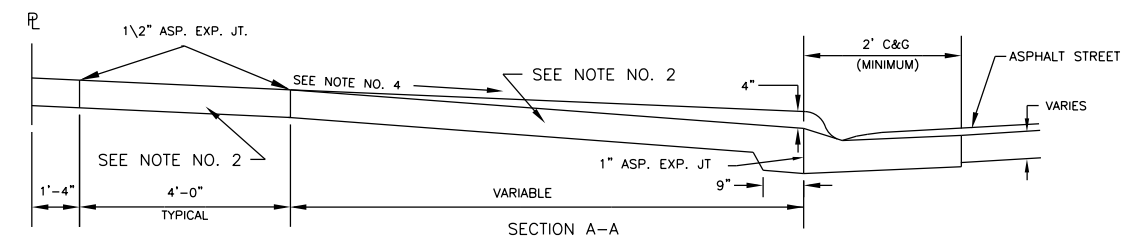
SHEET NO. **B.04**
TYPICAL CROSS SECTIONS AND DETAILS
602



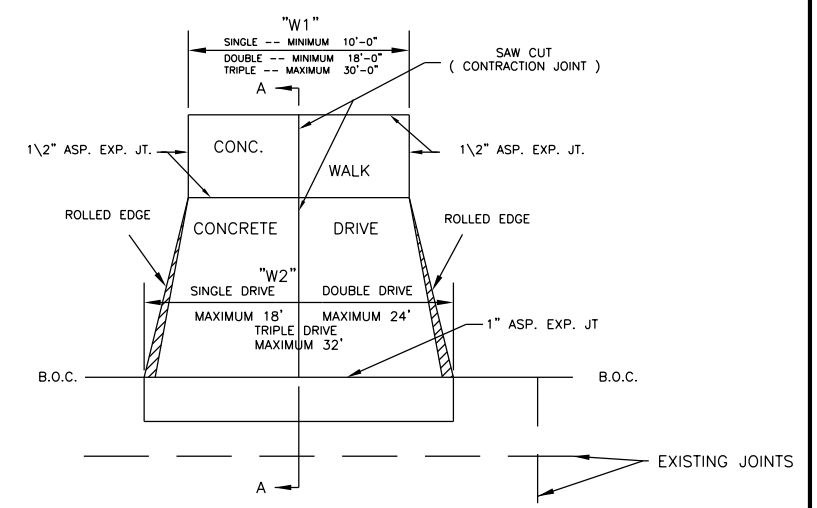
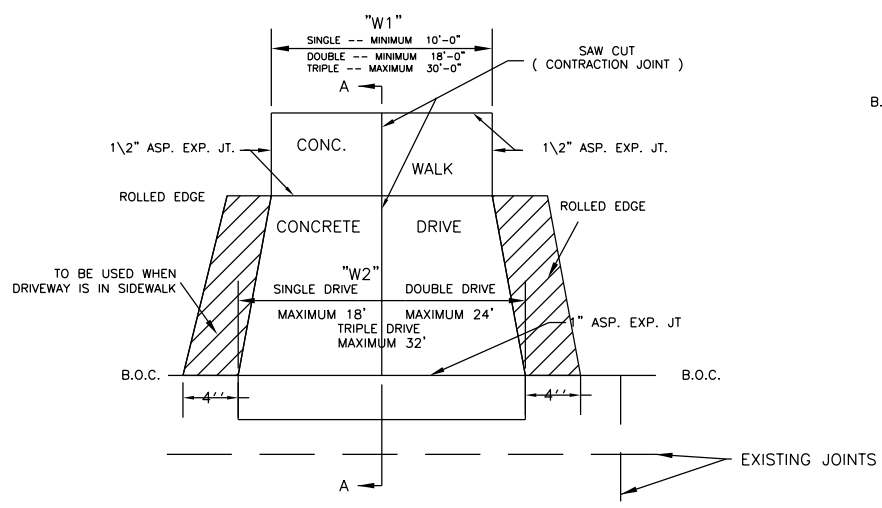
TYPICAL CROSS-SECTION WITH GRANULAR SUBBASE



TYPICAL CROSS-SECTION ON PORTLAND CEMENT CONCRETE STREET



TYPICAL CROSS-SECTION ON ASPHALT OVERLAY STREET



- NOTES:
- CONSTRUCTION DETAILS SHOWN HEREIN ARE FOR URBAN TYPE DRIVEWAYS AND ALLEYS.
 - 6" PLAIN P.C. CONC., CLASS "C".
 - SLOPE OF WALK TO BE 1/4" PER FOOT. VARIATIONS TO BE DETERMINED BY CITY ENGINEER.
 - MAXIMUM SLOPE 10% ABOVE GUTTER.
 - SAW CUTS TO BE FULL THICKNESS OF THE EXISTING STREET TO PERMIT ADEQUATE REMOVAL OF CURB AND GUTTER.
 - ALL NEW OR EXISTING CURB OPENINGS WHICH INVOLVE CURB RECONSTRUCTION WITH AN END WHICH IS LESS THAN TWO (2) FEET FROM AN EXISTING TRANSVERSE JOINT AND/OR A LONGITUDINAL JOINT WHICH IS EIGHTEEN (18) INCHES OR LESS FROM AN EXISTING LONGITUDINAL JOINT SHALL BE RECONSTRUCTED TO THE RESPECTIVE JOINT(S).
 - EXPANSION JOINT AT BACK OF PAVEMENT, FACE AND BACK OF WALK SHALL BE LEFT DOWN ONE HALF (1/2) INCH AND SEALED WITH JOINT FILLER MATERIAL CONFORMING TO SECTION 4136 OF THE BASE SPECIFICATIONS.
 - DRIVEWAY WIDTH (W1) AT THE OWNER'S PROPERTY LINE SHALL NOT BE LESS THAN TEN (10) FEET FOR A SINGLE DRIVE AND NOT LESS THAN EIGHTEEN (18) FEET FOR DOUBLE DRIVES.
 - CURB OPENING (W2) FOR A SINGLE DRIVE SHALL NOT EXCEED EIGHTEEN (18) FEET. FOR A DOUBLE DRIVE SHALL NOT EXCEED TWENTY-FOUR (24) FEET. (W2) WIDTH MAY EXCEED (W1) WIDTH BY NO MORE THAN SIX (6) FEET. TRIPLE DRIVEWAY CURB CUTS CAN BE THIRTY TWO (32) FEET MAXIMUM AND MUST HAVE TWELVE (12) INCH FLARES ON EACH SIDE.
 - DETAILS SHOWN HEREIN ARE TYPICAL ONLY AND ARE NOT INTENDED TO DEPICT ANY SPECIFIC INSTALLATIONS. REFER TO PROJECT PLANS FOR REQUIREMENTS OF INDIVIDUAL LOCATIONS.
 - CONTRACTION JOINT LOCATIONS TO BE DETERMINED IN FIELD.
 - 4" CLASS 10 EXCAVATION, REPLACED WITH 4" GRANULAR SUBBASE TIED INTO PAVEMENT SUBBASE.
 - REFER TO SHEET L.01 FOR PROJECT SPECIFIC DETAILS.

DEPARTMENT of DEVELOPMENTAL SERVICES
ENGINEERING DIVISION
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"

DRAWN BY: JCH
CHECKED BY: MH
DATE: 12-16-14
SHEET: CFD.03

PROJECT NO:	DESIGNED BY: M.FAHRER
PROJECT DATE:	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	DRAWN BY: T.LECLAIR
CAD FILE: \$FILES\$	

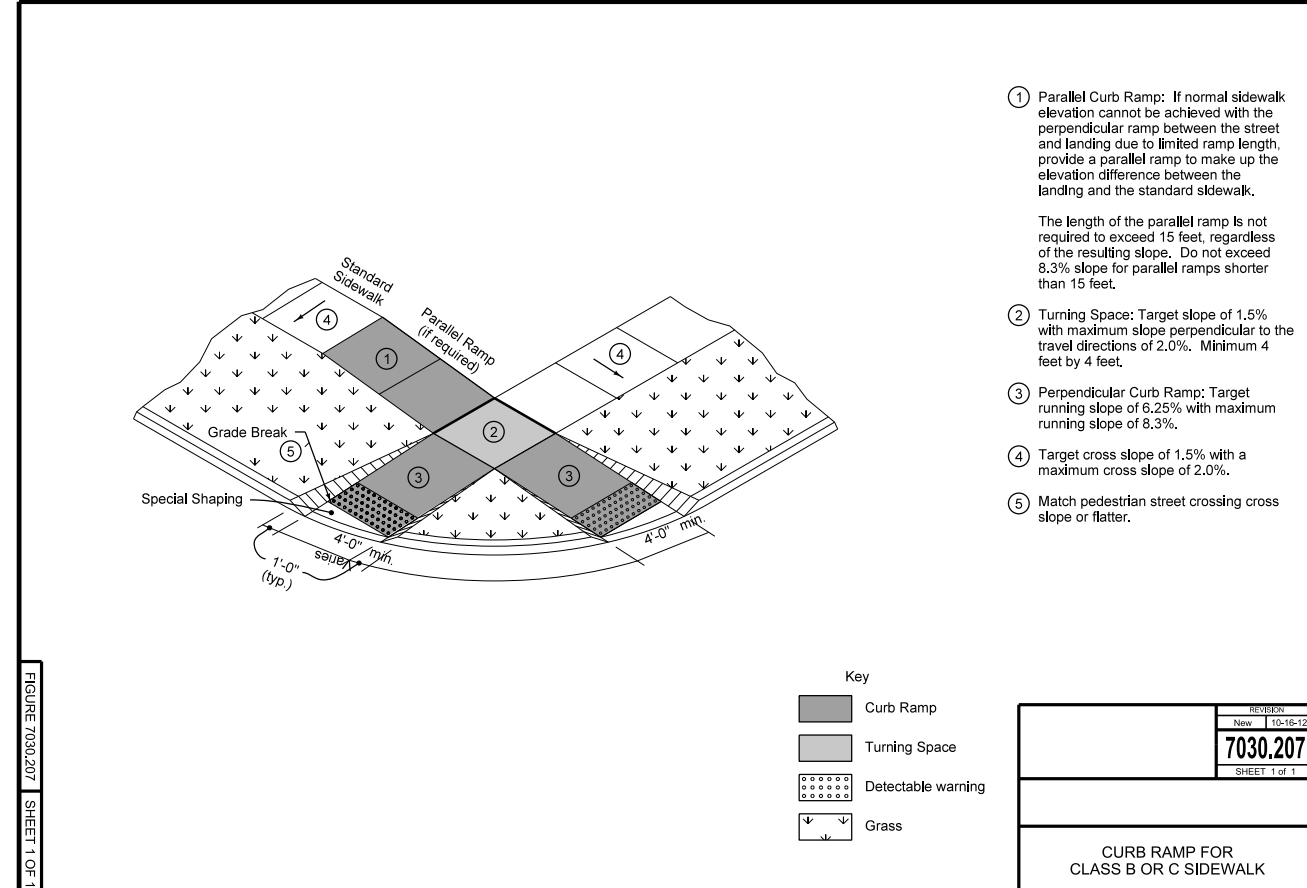
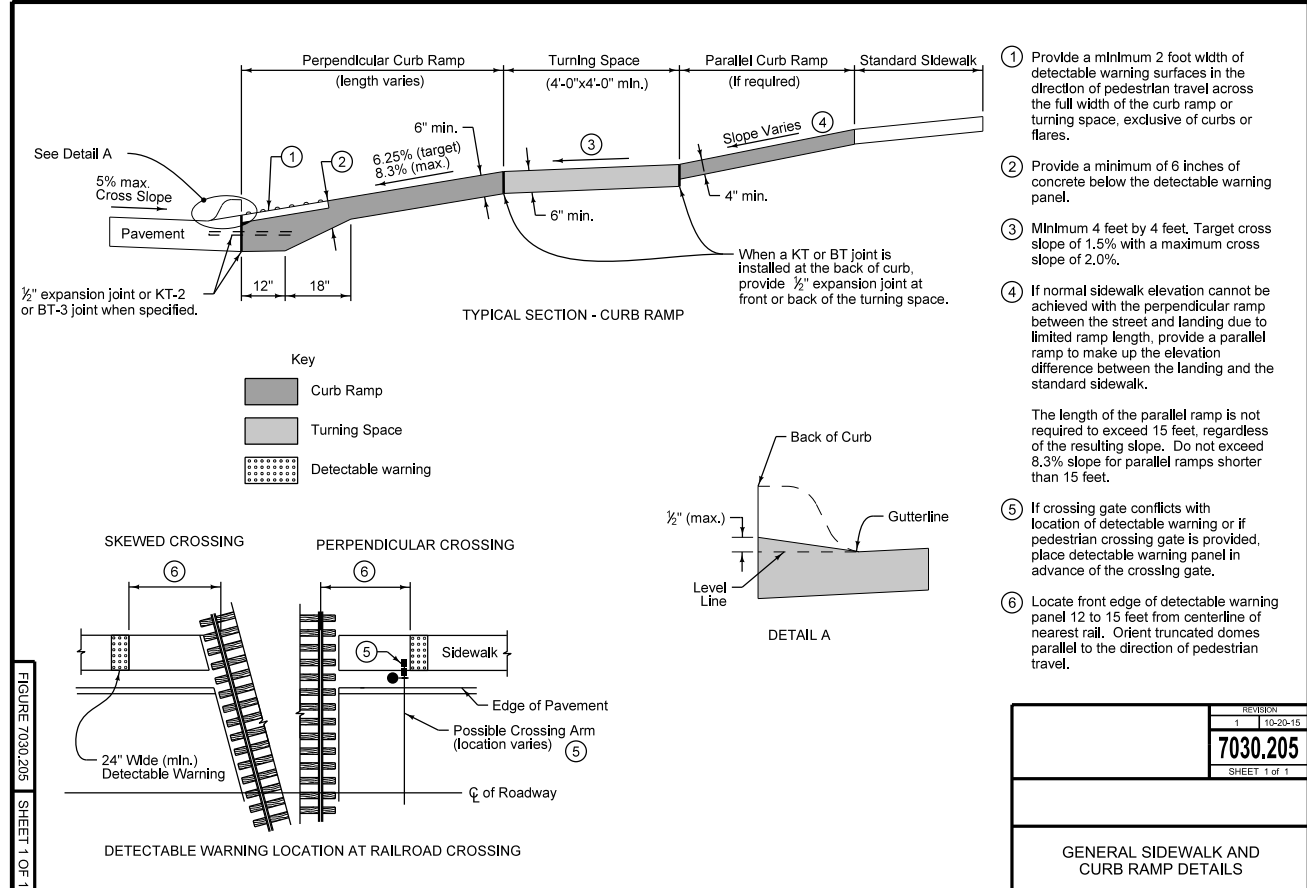
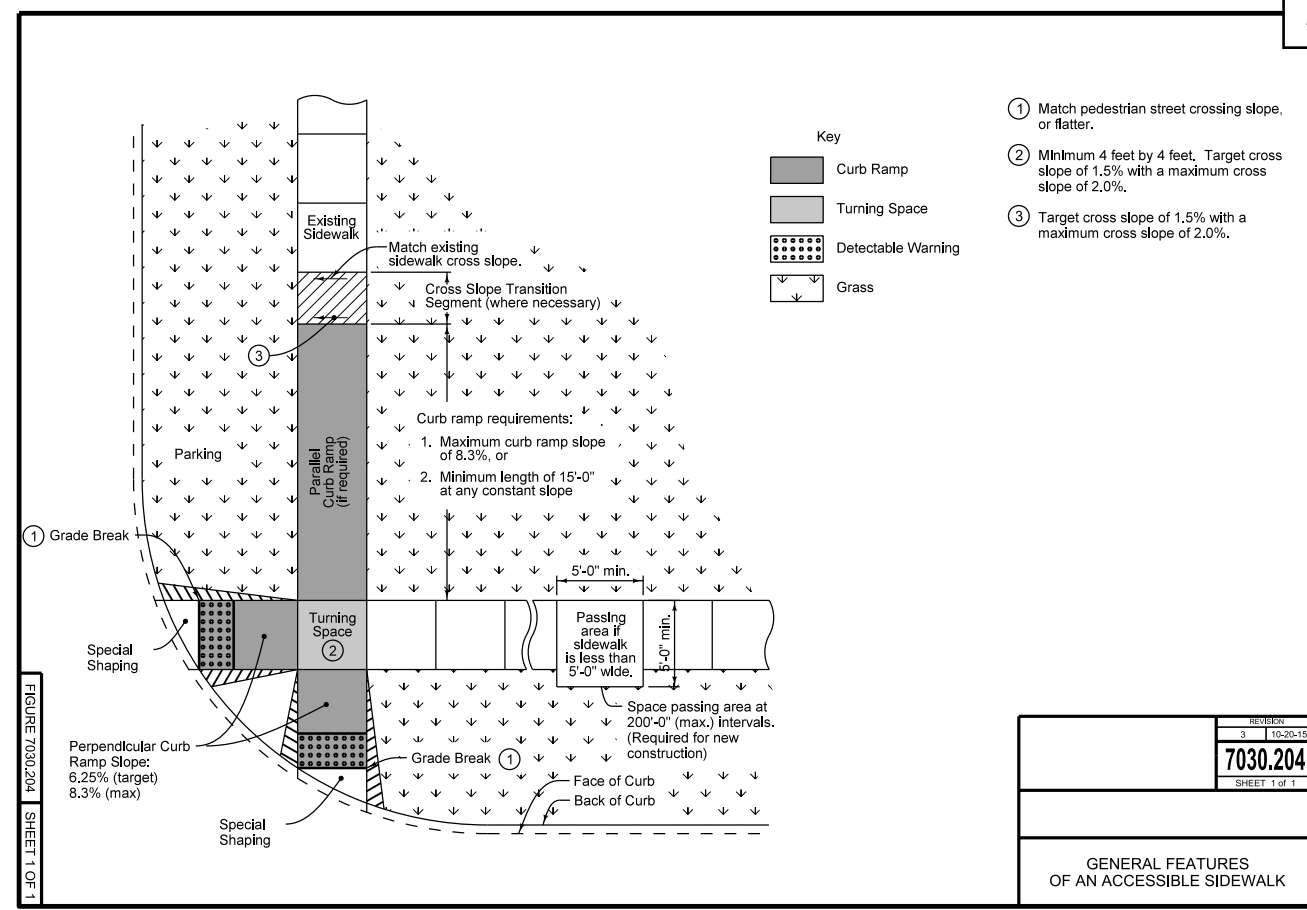
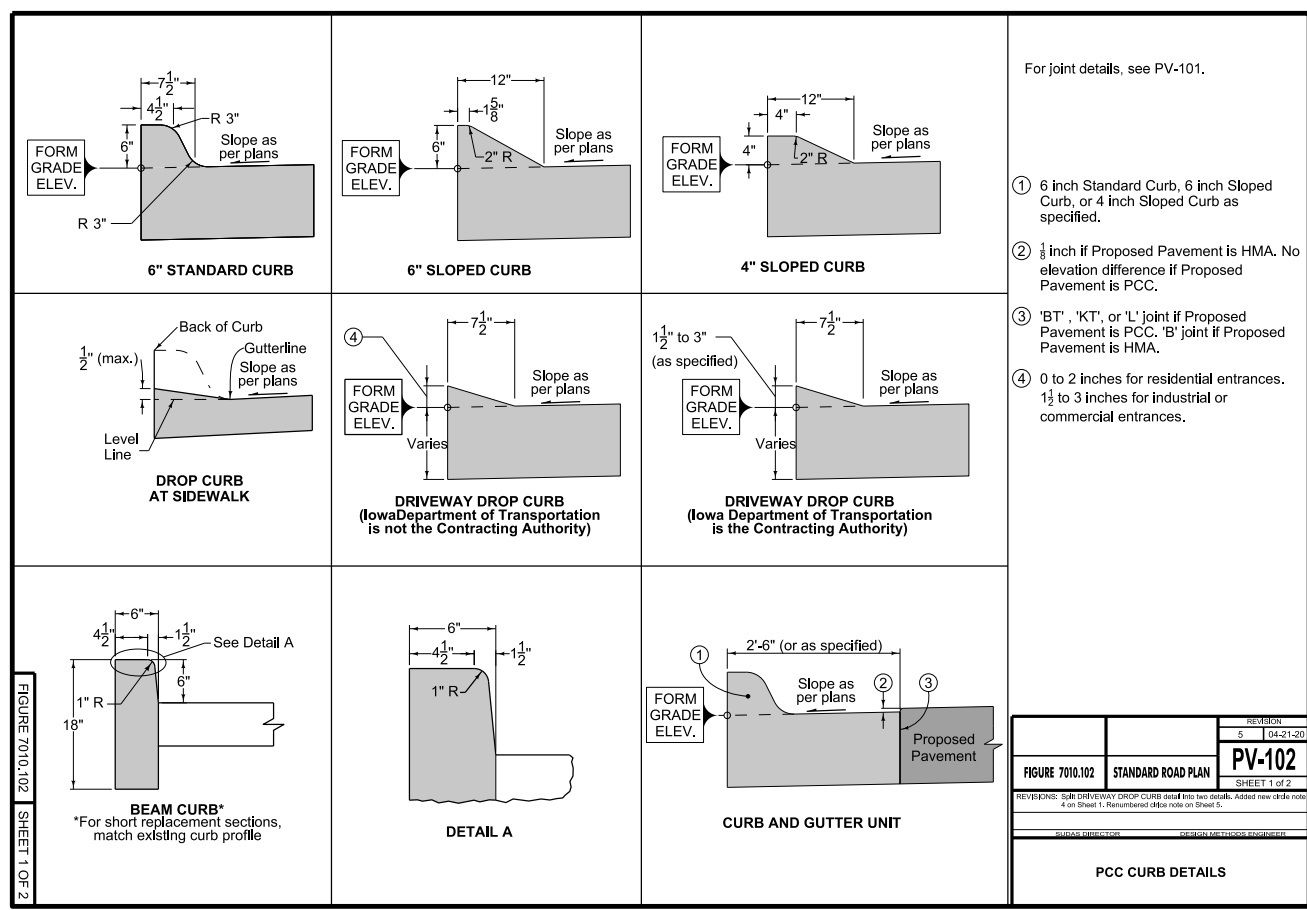
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CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

TYPICAL CROSS SECTIONS AND DETAILS

SHEET NO.
B.05
603



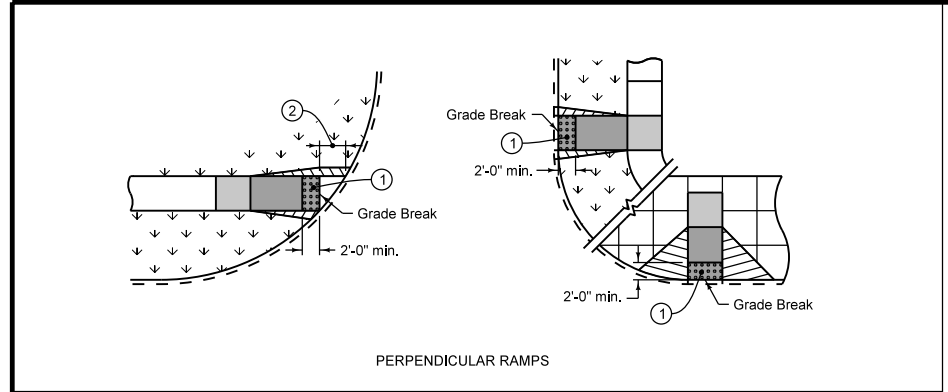
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PROJECT DATE:	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	DRAWN BY: T.LECLAIR
CAD FILE: \$FILE\$	

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

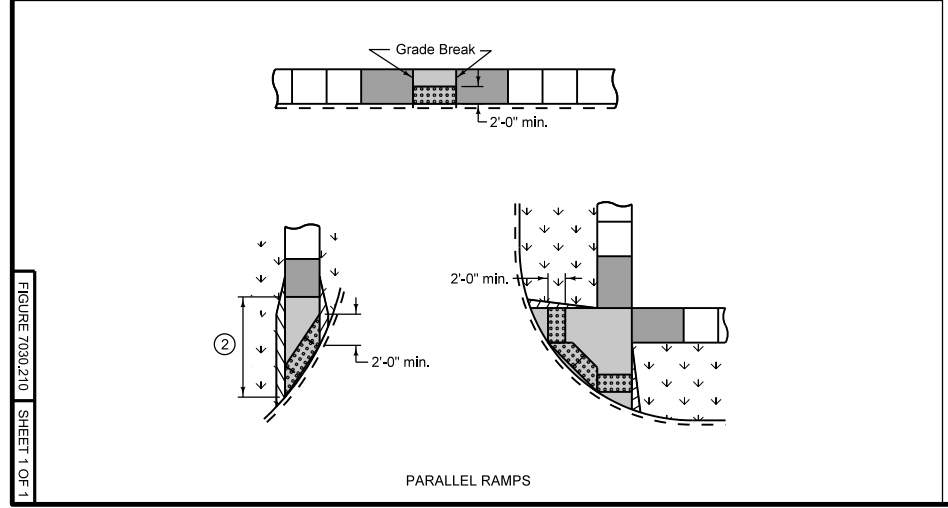
TYPICAL CROSS SECTIONS AND DETAILS



Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.

- When detectable warning is located on curb ramp surface, orient domes in the direction of pedestrian travel.
- When the distance between the grade break and the back of curb is less than 5 feet, place detectable warning surface at the bottom of the curb ramp.

Where one corner of the curb ramp is more than 5 feet from the back of curb, construct curb ramp as a parallel curb ramp. Move grade break back as required to place detectable warning on turning space at the back of curb.



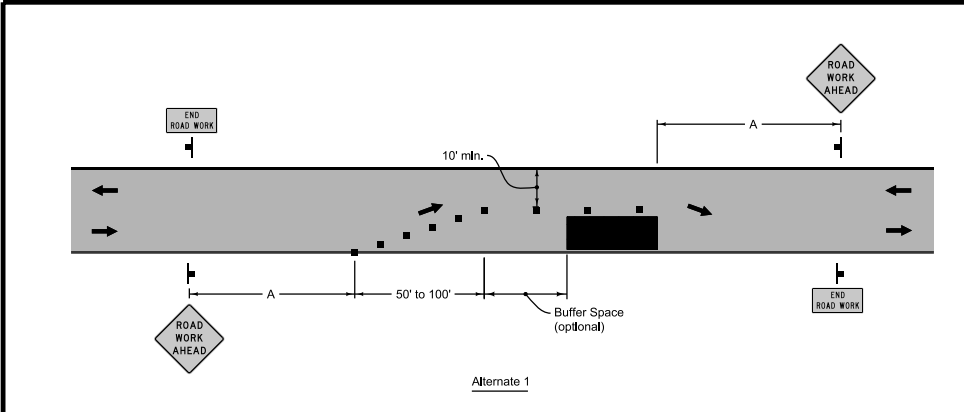
Key

- Curb Ramp
- Turning Space
- Detectable Warning

REVISION	7030.210
New	10-16-12
SHEET 1 of 1	

DETECTABLE WARNING PLACEMENT

FIGURE 7030.210 SHEET 1 OF 1



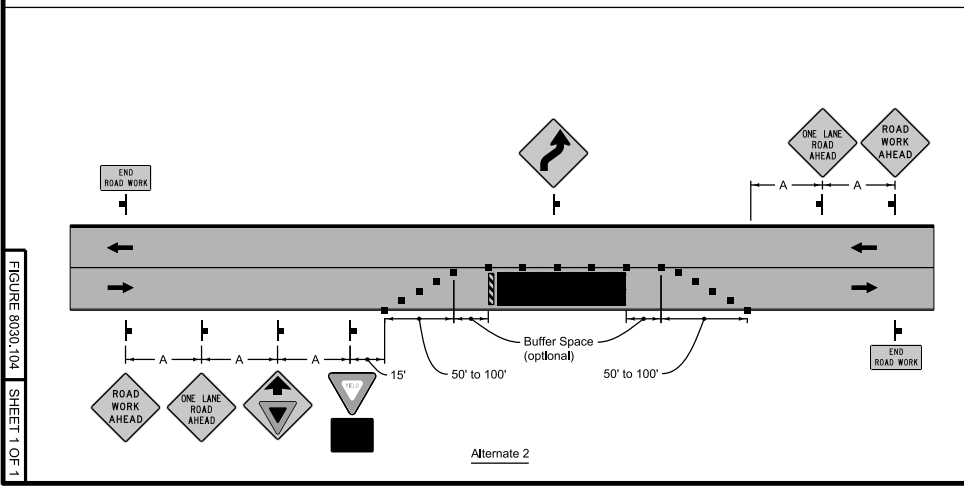
Refer to Figure 8030.101 for symbol key and sign spacing.

Alternate 1

Use of Alternate 1 is restricted to low-speed roadways with good sight distance (paved or unpaved) during daylight hours.

Traffic may be self-regulating when the work space is short and drivers can see the roadway beyond.

Use one or two flaggers when motor vehicle traffic cannot effectively self-regulate.



Alternate 2

Use of Alternate 2 is restricted to roadways where average daily traffic is fewer than 400 vehicles and good sight distance exists.

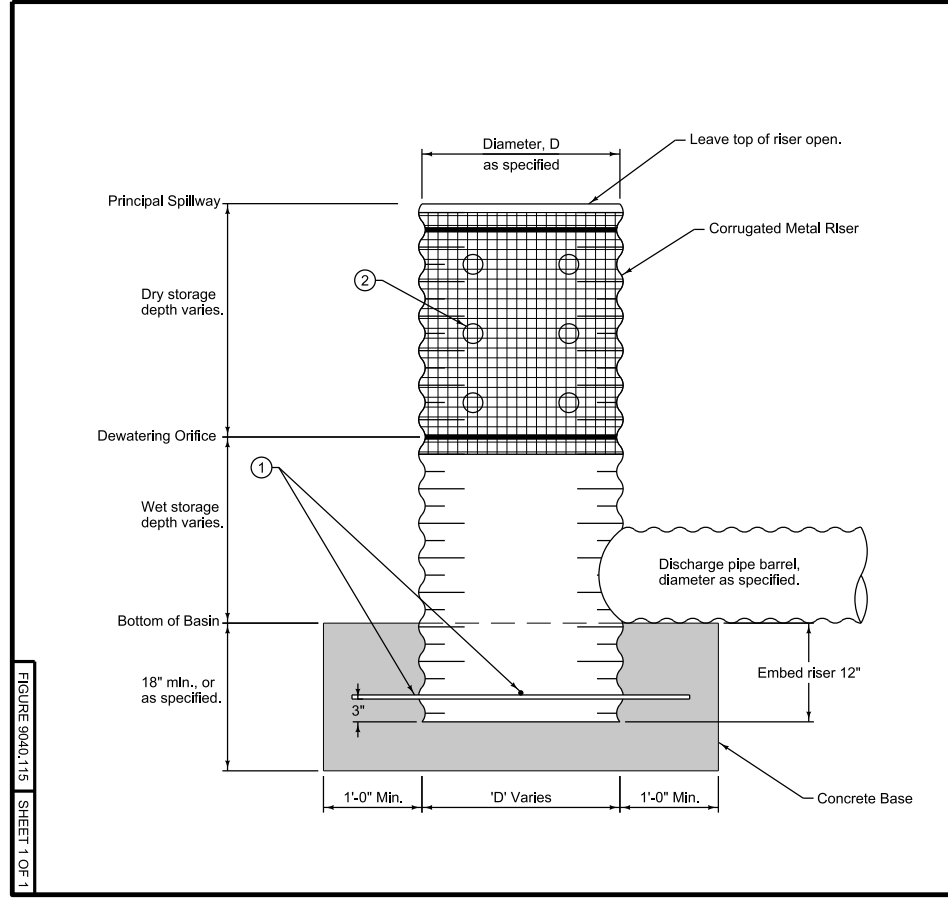
Do not use within 2,500 feet of a similar work site.

May be used for overnight closures. During non-working hours remove materials, equipment, or stockpiled waste and fill or cover excavations.

REVISION	8030.104
New	10-17-17
SHEET 1 of 1	

LANE CLOSURE ON LOW VOLUME STREET (SELF-REGULATING)

FIGURE 8030.104 SHEET 1 OF 1



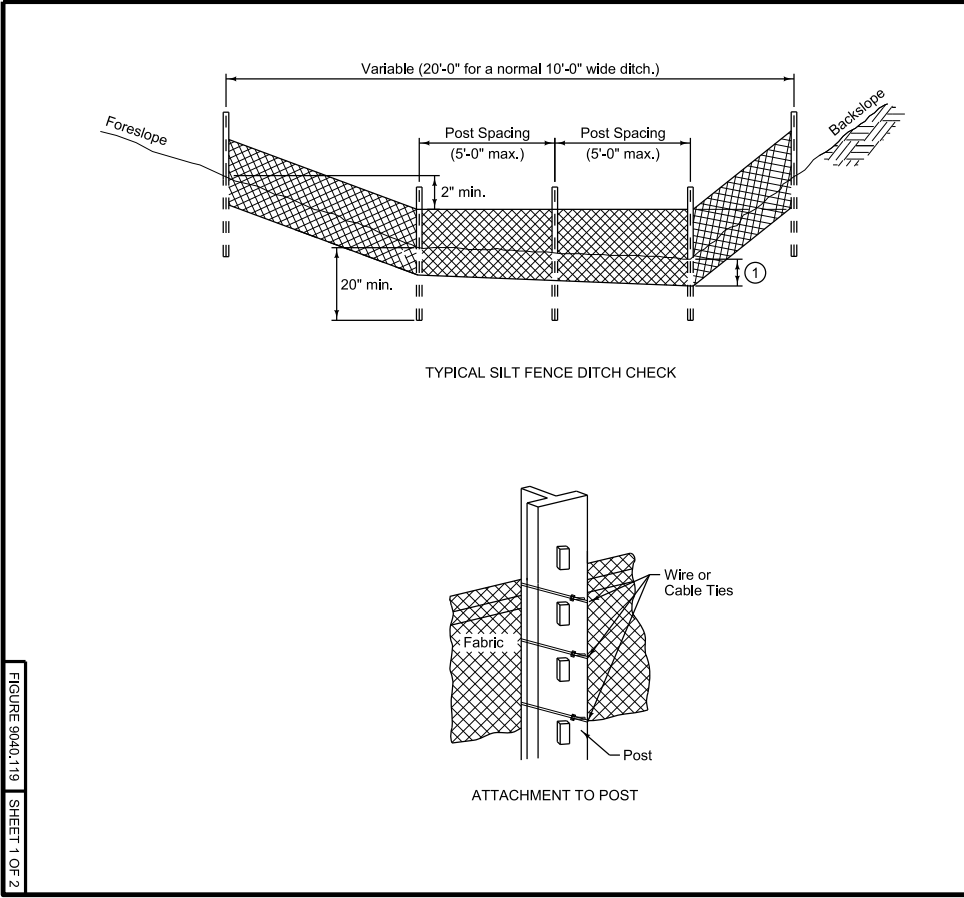
Elevations and dimensions not given are as specified in the contract documents.

- Drill four, 5/8 inch diameter holes, 3 inches from bottom of riser pipe and insert two, #4 bars in an "X" configuration. Length of bars = D+16 inches
- Provide perforation configuration as specified in the contract documents.

MODIFIED	9040.115
2	10-21-14
SHEET 1 of 1	

LARGE BIOCELL DEWATERING DEVICE (PERFORATED RISER)

FIGURE 9040.115 SHEET 1 OF 1



1 Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).

FIGURE 9040.119 SHEET 1 OF 2

REVISION	9040.119
2	10-21-14
SHEET 1 of 2	

SILT FENCE

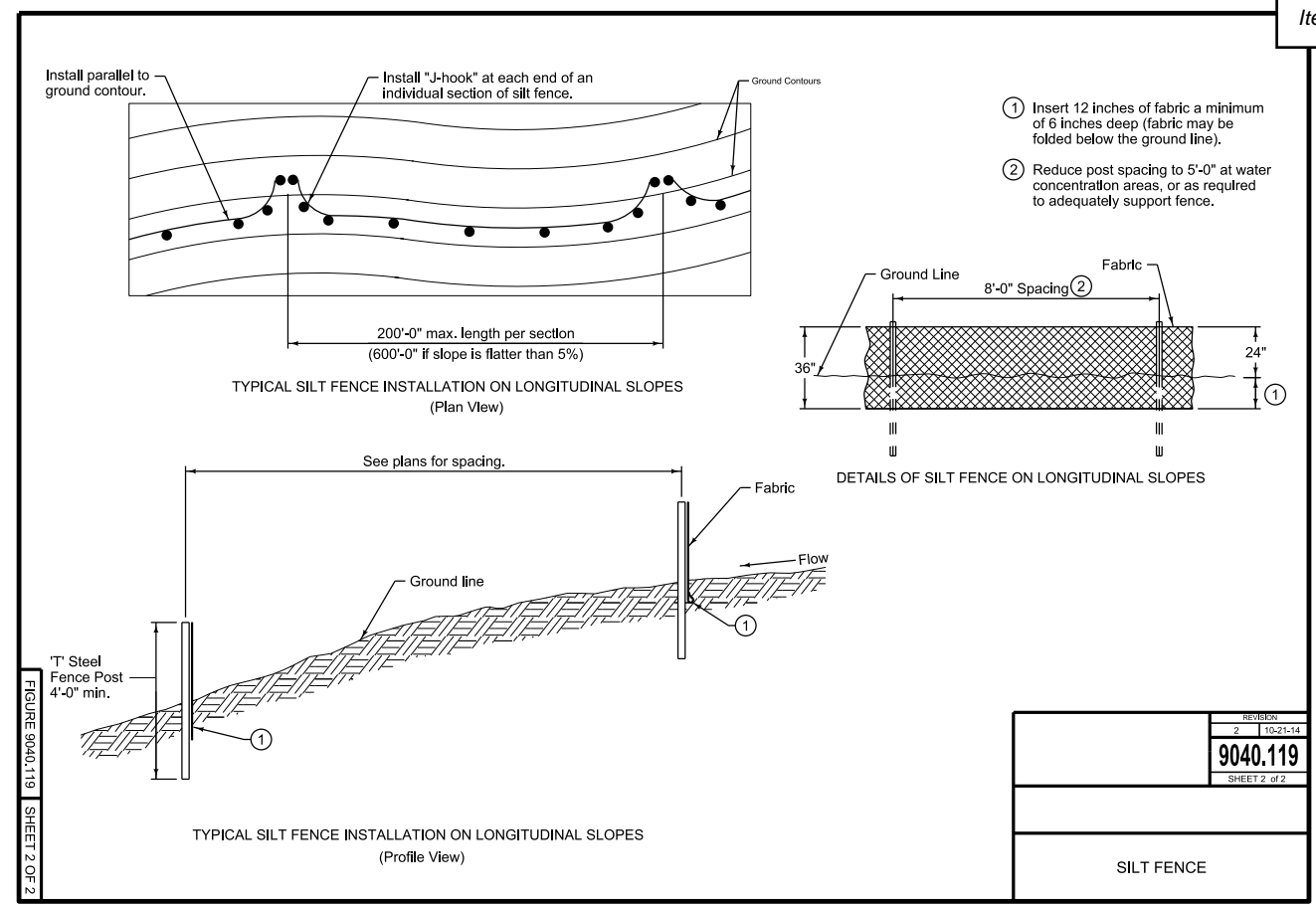
PROJECT NO:	DESIGNED BY: M.FAHRER
PROJECT DATE:	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	\$TIME\$ DRAWN BY: T.LECLAIR
CAD FILE: \$FILE\$	

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

TYPICAL CROSS SECTIONS AND DETAILS



- ① Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).
- ② Reduce post spacing to 5'-0" at water concentration areas, or as required to adequately support fence.

REVISION	
2	10-21-14
9040.119	
SHEET 2 of 2	
SILT FENCE	

FIGURE 9040.119 SHEET 2 OF 2

PROJECT NO: _____	DESIGNED BY: M.FAHRER
PROJECT DATE: _____	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	\$TIME\$ DRAWN BY: T.LECLAIR
CAD FILE: \$FILE\$	

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

TYPICAL CROSS SECTIONS AND DETAILS

**ESTIMATED PROJECT QUANTITIES
(1 DIVISION PROJECT)**

Item No.	Item Code	Item	Unit	Total	As Built Qty.
1	2010-108-C-0	CLEARING AND GRUBBING	LS	1	
2	2010-108-E-0	EXCAVATION, CLASS 10	CY	950	
3	2010-108-D-1	TOPSOIL, ON-SITE	CY	216	
4	2010-108-N-0-CF	MODIFIED SOIL, PLANTING MEDIUM	CY	310	
5	4020-108A-1	STORM SEWER, TRENCHED, PVC, 12 IN.	LF	8	
6	4040-108-A-0	SUBDRAIN, HDPE, PERFORATED, 6 IN.	LF	425	
7	4040-108-C-0	SUBDRAIN CLEANOUT, A-1, 6 IN.	EA	2	
8	4040-108-C-0	SUBDRAIN CLEANOUT, A-2, 6 IN.	EA	1	
9	4040-108-D-0	SUBDRAIN CONNECTION, HDPE, 6 IN.	EA	4	
10	6010-108-B	INTAKE, SW-511	EA	1	
11	6010-108-F-0	INTAKE ADJUSTMENT, MINOR	EA	2	
12	6010-108-I-0	CURB INLET	EA	1	
13	6010-108-J-0	CONNECTION TO EXISTING PIPE	EA	1	
14	7010-108-E-0	CURB AND GUTTER, 2 FT, 8 IN	LF	70	
15	7030-108-E-0-A	SIDEWALK, PCC, 4 IN	SY	111	
16	7030-108-E-0-B	SIDEWALK, PCC, 6 IN	SY	21.1	
17	7030-108-G-0	DETECTABLE WARNING	SF	20	
18	7030-108-H-1	DRIVEWAY, PAVED, TYPE B, PCC, 6 IN	SY	65	
19	7040-108-H-0	PAVEMENT REMOVAL	SY	150	
20	7080-10-8-B-0	ENGINEERING FABRIC	SY	480	
21	7080-108-D-0	STORAGE AGGREGATE	TON	300	
22	7080-108-E-0	FILTER AGGREGATE	TON	155	
23	7080-108-F-0	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	SY	115	
24	7080-108-G-0	PCC EDGE RESTRAINT, 6 IN. CONCRETE SLAB, 4' WIDE	LF	550	
25	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	
26		BIOCELL, MULCH AND PLANTINGS	SF	3629	
27	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	ACRE	0.5	
28	9010-108-D	WATERING	MGAL	31.1	
29	9010-108-D	WARRANTY	LS	1	
30	9040-108-L-1	LARGE BIOCELL, OUTLET STRUCTURE, 6 IN.	EA	1	
31	9040-108-N-2	SILT FENCE	LF	300	
32	9040-108-N-3	SILT FENCE, REMOVAL OF DEVICE	LF	300	
33	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EA	3	
34	11010-108-A	CONSTRUCTION SURVEY	LS	1	
35	11020-108-A	MOBILIZATION	LS	1	

ESTIMATE REFERENCE INFORMATION

DD	Item Code	Description
1	2010-108-B-0	CLEARING AND GRUBBING A. REMOVAL OF TREE AND TREE STUMP SHALL BE LIMITED TO THOSE INDICATED IN THE PLANS. REFER TO R-SHEETS FOR LOCATIONS. ALL COSTS ASSOCIATED WITH THE REPLACEMENT OF UNAPPROVED REMOVALS WILL BE AT THE CONTRACTOR'S EXPENSE. B. THE LOADING, HAULING AND DISPOSAL OF THE CLEARED MATERIAL IS INCIDENTAL. C. ITEM INCLUDES THE CLEARING OF DEBRIS AND MISCELLANEOUS MATERIALS WITHIN THE PROJECT LIMITS.
2	2010-108-E-0	EXCAVATION, CLASS 10 A. REFER TO B-SHEET TYPICAL SECTIONS AND PLACEMENT LOCATIONS FOUND IN THE D-SHEETS AND LS-SHEETS. B. ALL EXCAVATED MATERIALS SHALL BECOME PROPERTY OF THE CONTRACTOR TO DISPOSE OF OFFSITE. C. OVERHAUL WILL NOT BE MEASURED OR PAID FOR, BUT SHALL BE CONSIDERED INCIDENTAL TO ALLEY EXCAVATION. D. QUANTITY INCLUDES GRANULAR MATERIAL EXCAVATED FROM ALLEY. E. THIS BID ITEM INCLUDES THE FOLLOWING QUANTITIES: 540 CY OF CUT (PERMEABLE ALLEY EXCAVATION) 410 CY OF CUT (LARGE AND SMALL BIOCELL EXCAVATIONS)
3	2010-108-D-1	TOPSOIL, ON-SITE A. REFER TO B-SHEET TYPICAL SECTIONS AND R-SHEETS FOR STRIPPING LOCATIONS. B. QUANTITY INCLUDED ASSUMES 6 IN. TOPSOIL STRIP AND 8 IN. RE-SPREAD. C. THIS BID ITEM INCLUDES THE FOLLOWING QUANTITIES: 170 CY TOPSOIL AVAILABLE FROM STRIPPING (ASSUMING 6 IN. OVER GRADING LIMITS)
4	2010-108-N-0-CF	MODIFIED SOIL, PLANTING MEDIUM A. THIS ITEM WILL BE PAID THE CONTRACT UNIT PRICE PER CUBIC YARD AND SHALL BE CONSIDERED FULL COMPENSATION FOR FURNISHING ALL TOOLS, EQUIPMENT, LABOR AND MATERIALS NECESSARY FOR PLACEMENT OF MODIFIED SOIL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. B. REFER TO THE LS-SHEETS FOR PLACEMENT LOCATIONS WITHING THE SMALL AND LARGE BIOCELLS.

ESTIMATE REFERENCE INFORMATION

DD	Item Code	Description
		C. MODIFIED SOIL TO BE USED AS A PLANTING MEDIUM SHALL HAVE A DEPTH OF 2- FEET. D. REFER TO THE SPECIAL PROVISIONS FOR ORGANICS, SAND AND SOIL MIXTURE REQUIREMENTS. E. THIS BID ITEM INCLUDES THE FOLLOWING QUANTITIES WITH A 15% SHRINKAGE FACTORED: 310 CY OF IMPORTED FILL MATERIAL (LARGE AND SMALL BIOCELLS)
5	4020-108A-1	STORM SEWER, TRENCHED, PVC, 12 IN. A. REFER TO M-SHEETS FOR LOCATION AND INFORMATION. B. INCIDENTAL TO THIS BID ITEM INCLUDES INSTALLATION OF AN INLINE CHECK VALVE ON THE UPSTREAM END OF THE PIPE AND ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE INSTALLATION. C. INLINE CHECK VALVE SHALL BE TIDEFLEX CHECKMATE OR EQUIVALENT.
6	4040-108-A-0	SUBDRAIN, HDPE, PERFORATED 6 IN. A. REFER TO B-SHEETS AND M-SHEETS FOR ADDITIONAL INFORMATION AND SUBDRAIN CLEANOUT LOCATIONS. B. COMPLY WITH SUDAS SPECIFICATION SECTION 4040 FOR MATERIALS. C. MAINTAIN A MINIMUM 0.5% SLOPE ON ALL SUBDRAIN.
7	4040-108-C-0	SUBDRAIN CLEANOUT, A-1, 6 IN.
8	4040-108-C-0	SUBDRAIN CLEANOUT, A-2, 6 IN. A. REFER TO B-SHEETS AND M-SHEETS FOR ADDITIONAL INFORMATION AND SUBDRAIN CLEANOUT LOCATIONS.
9	4040-108-D-0	SUBDRAIN CONNECTION, HDPE, 6 IN. A. REFER TO B-SHEETS AND M-SHEETS FOR ADDITIONAL INFORMATION AND SUBDRAIN CLEANOUT LOCATIONS.
10	6010-108-B	INTAKE, SW-511 A. REFER TO B-SHEETS AND M-SHEETS FOR ADDITIONAL INFORMATION AND STRUCTURE LOCATION.
11	6010-108-F-0	INTAKE ADJUSTMENT, MINOR A. REFER TO M-SHEETS FOR LOCATIONS AND INLET INFORMATION. B. MINOR ADJUSTMENT OF EXISTING STRUCTURES INCLUDES, BUT IS NOT LIMITED TO REMOVAL OF EXISTING CASTING, ADJUSTMENT RINGS, TOP SECTIONS, AND RISERS; EXCAVATION, CONCRETE AND REINFORCING STEEL OR PRECAST SECTIONS, FURNISHING AND INSTALLING NEW CASTING, PLACING BACKFILL, AND COMPACTION. C. THE CONTRACTOR WILL BE PAID THE CONTRACT UNIT PRICE PER EACH. THIS SHALL BE CONSIDERED FULL COMPENSATION FOR FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR THE MAJOR ADJUSTMENT OF STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
12	6010-108-I-0	CURB INLET A. REFER TO B-SHEETS FOR DETAILS AND M-SHEETS FOR LOCATION. B. SUDAS STANDARD SW-514 BOXOUT SHALL BE USED FOR INLET INSTALLATION. C. BID ITEM INCLUDES INSTALLATION OF NEENAH R-3165 CASTING WITH TYPE V GRATE OR EQUIVALENT. D. INCIDENTAL TO BID ITEM IS 5 LF OF 8 IN. NON-PERFORATED HDPE SUBDRAIN OUTLET INTO SMALL BIOCELL AS SHOWN ON SHEET M.02. SUBDRAIN SHALL COMPLY WITH SUDAS SPECIFICATION SECTION 4040-108-A-0.
13	6010-108-J-0	CONNECTION TO EXISTING PIPE A. REFER TO M-SHEETS FOR LOCATION. B. BID ITEM INCLUDES BUT IS NOT LIMITED TO SAWING/CORING, PIPE COLLAR, REINFORCEMENT AND ALL LABOR AND MATERIALS TO CONNECT PROPOSED 12 IN. PVC TO EXISTING 36 IN. RCP.
14	7010-108-E-0	CURB AND GUTTER, 2 FT, 8 IN A. INCIDENTAL TO THIS BID ITEM IS VARIABLE WIDTH PCC CURB AND GUTTER AROUND THE RADIUS ON THE NORTHEAST CORNER OF FRANKLIN STREET AND 15TH STREET.
15	7030-108-E-0-A	SIDEWALK, PCC, 4 IN A. REFER TO A-SHEETS FOR LOCATIONS AND C-SHEETS FOR PAVEMENT QUANTITIES.
16	7030-108-E-0-B	SIDEWALK, PCC, 6 IN A. REFER TO A-SHEETS FOR LOCATIONS AND C-SHEETS FOR PAVEMENT QUANTITIES.
17	7030-108-G-0	DETECTABLE WARNING A. REFER TO B-SHEETS FOR PLACEMENT SPECIFICATIONS AND L-SHEETS FOR LOCATIONS.
18	7030-108-H-1	DRIVEWAY, PAVED, TYPE B, PCC, 6 IN A. REFER TO A-SHEETS FOR LOCATIONS, B-SHEETS FOR DETAILS AND L-SHEETS FOR ELEVATION INFORMATION. B. THIS BID ITEM IS FULL COMPENSATION FOR THE ALLEY ENTRANCE PAVEMENT.
19	7040-108-H-0	PAVEMENT REMOVAL A. THIS ITEM INCLUDES THE REMOVAL AND DISPOSAL OF ALL PCC ROADWAY, DRIVEWAY AND SIDEWALK PAVEMENTS. B. REFER TO R-SHEETS FOR PAVEMENT REMOVAL AREAS. C. ALL SAWCUTTING REQUIRED FOR PAVEMENT REMOVAL AND STAGING PURPOSES SHALL BE INCIDENTAL TO THIS BID ITEM. D. ANY DAMAGE TO EXISTING PAVEMENT NOT IDENTIFIED FOR REMOVAL SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
20	7080-10-8-B-0	ENGINEERING FABRIC
21	7080-108-D-0	STORAGE AGGREGATE
22	7080-108-E-0	FILTER AGGREGATE A. ITEMS 21 AND 22 INCLUDE AGGREGATE QUANTITIES IDENTIFIED IN THE TYPICAL ALLEY AND BIORETENTION SECTIONS SHOWN IN THE B-SHEETS.

PROJECT NO:	19C017.03	DESIGNED BY:	M.FAHRER
PROJECT DATE:	05/2020	CHECKED BY:	A.MONIZA
CAD DATE:	7/31/2017 11:56:18 PM	DRAWN BY:	T.LECLAIR
CAD FILE:	c:\pw_world\pw_laj\510188529\Foth TabSheets.rvt		

NO	DATE	BY	REVISION DESCRIPTION



**CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA**

**ESTIMATE OF QUANTITIES AND
ESTIMATE REFERENCE INFORMATION**

ESTIMATE REFERENCE INFORMATION

DD	Item Code	Description
23	7080-108-F-0	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK A. REFER TO D AND L-SHEETS FOR LOCATIONS. B. PERMEABLE CLAY BRICK PAVERS SHALL MEET OR EXCEED THE REQUIREMENTS UNDER ASTM STANDARD C 1272: HEAVY VEHICULAR PAVING BRICK. SEE ASTM STANDARD FOR ADDITIONAL REQUIREMENTS. THE PAVEMENT SOURCE AND COLOR SHALL BE PROVIDED TO THE ENGINEER FOR SELECTION AND APPROVAL PRIOR TO USE. THE COLOR SAMPLE IS INCIDENTAL TO BID ITEM. C. PAVEMENT SIZE SHALL BE 8" X 4" X 2 3/4" AND COLOR SHALL BE RED PALETTE. D. PATTERN SHALL BE HERRINGBONE.
24	7080-108-G-0	PCC EDGE RESTRAINT, 6 IN. CONCRETE SLAB, 4' WIDE A. FOR BID ITEMS 20-24, REFER TO D AND L-SHEETS FOR LOCATIONS AND B-SHEETS FOR DETAILS.
25	8030-108-A-0	TEMPORARY TRAFFIC CONTROL A. REFER TO J-SHEETS FOR STAGING NOTES AND TRAFFIC CONTROL DETAILS. B. INCLUDES ALL TRAFFIC CONTROL DEVICES AND EQUIPMENT NECESSARY TO MAINTAIN TRAFFIC IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE CEDAR RAPIDS METROPOLITAN AREA STANDARD SPECIFICATIONS. ITEM INCLUDES SAFETY CLOSURES AND CONSTRUCTION/SAFETY FENCE. C. A WRITTEN TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW BEFORE WORK BEGINS. D. SIGNED DETOURS WILL BE REQUIRED FOR ALL ROAD CLOSURES.
26		BIOCELL, MULCH AND PLANTINGS A. REFER TO B-SHEETS FOR DETAILS AND LS-SHEETS FOR PLANTING SCHEDULE AND INFORMATION. B. PLANTINGS SHALL BE POTTED. C. IF POTTED PLANTINGS SPECIFIED IN THE PLANS HAVE LIMITED AVAILABILITY, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR REVIEW ANY VARIANCE TO THE PLANTING SCHEDULE. SOME OF THE ADDITIONAL ACCEPTABLE PLANTING SPECIES NOT NOTED IN THE PLANS ARE AS FOLLOWS: GOLDENROD, PRAIRIE BLAZINGSTAR, SWAMP MILKWEED, BLUE LOBELIA, SNEEZEWEED, OBEDIENT PLANT, GREAT ST. JOHN'S WORT, CANADA ANEMONE AND BLUE VERVAIN TO NAME A FEW.
27	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING A. REFER TO EC-SHEETS FOR SEEDING LOCATIONS. ALL DISTURBED AREAS SHALL BE SEEDED. B. SEED MIXTURE SHALL BE TYPE 1 (PERMANENT LAWN MIXTURE) AND SHALL BE APPLIED IN ACCORDANCE WITH SECTION 9010 OF THE SUDAS SPECIFICATIONS. C. THE CONTRACTOR SHALL APPLY SEED USING HYDRAULIC SEEDING METHODS.
28	9010-108-D	WATERING A. WATERING IS REQUIRED FOR ALL AREAS RECEIVING PERMANENT TYPE 1 SEED AND THE BIOCELL AREAS. B. SUFFICIENTLY WATER TO KEEP THE SOIL MOIST FOR A MINIMUM OF 21 DAYS. IF NATURAL RAINFALL IS ADEQUATE TO KEEP THE SOIL AND MULCH MOIST, ARTIFICIAL WATERING MAY NOT BE NEEDED. C. ANY WATER USED FROM THE PUBLIC WATER SUPPLY SHALL BE OBTAINED THROUGH METERED AND BACKFLOW EQUIPPED CONNECTIONS PROVIDED BY AND ARRANGED FOR IN ADVANCE WITH THE CEDAR FALLS UTILITIES' WATER DIVISION. D. THE CONTRACTOR IS RESPONSIBLE FOR ALL DEPOSITS AND COSTS ASSOCIATED WITH THE INSTALLATION AND THE USE OF THE CONNECTION AND FOR ALL WATER USED FOR THE CONNECTION. USE OF WATER WITHOUT AN APPROVED CONNECTION DEVICE IS A VIOLATION OF THE CITY CODE. E. QUANTITY ESTIMATED USING 50 GALLONS PER SQUARE AT 4 WATERINGS FOR SEED AND 100 GALLONS PER SQUARE AT 6 WATERINGS FOR BIOCELL PLANTINGS.
29	9010-108-D	WARRANTY A. THE WARRANTY IS TO GUARANTEE COMPLETED PERMANENT SEEDING, PLANTING AND BIOCELL AREAS FOR TWELVE MONTHS. TWELVE MONTHS WILL START ONCE THE SEEDING AND PLANTINGS HAVE BEEN ACCEPTED BY THE CITY.
30	9040-108-L-1	LARGE BIOCELL, OUTLET STRUCTURE, 6 IN. A. REFER TO B-SHEETS FOR DETAILS.
31	9040-108-N-2	SILT FENCE
32	9040-108-N-3	SILT FENCE, REMOVAL OF DEVICE A. REFER TO EC-SHEETS FOR LOCATIONS.
33	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK A. REFER TO EC-SHEETS AND M-SHEETS FOR LOCATIONS OF INTAKES.
34	11010-108-A	CONSTRUCTION SURVEY A. REFER TO CONTROL POINT AND ALIGNMENT TABULATIONS ON THE G-SHEETS. B. THIS ITEM INCLUDES ALL SURVEY WORK NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT AS INTENDED BY THE CONTRACT DOCUMENTS AND APPROVED REVISIONS, INCLUDING STAKING FOR CURB RAMPS. C. INCLUDES STAKING OF THE TEMPORARY CONSTRUCTION EASEMENTS AS ILLUSTRATED ON THE H-SHEETS. D. ADDITIONAL SURVEY WORK REQUIRED TO RESTAKE SURVEY POINTS DISTURBED DURING CONSTRUCTION WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. CONTRACTOR SHALL PROTECT SURVEY STAKES OR REPLACE AS NEEDED WITH NO ADDITIONAL COMPENSATION.
35	11020-108-A	MOBILIZATION A. PAYMENT AND MOBILIZATION SHALL BE IN ACCORDANCE WITH SECTION 11020, PART 1.08 OF THE SUDAS SPECIFICATIONS.

PROJECT NO:	19C017.03	DESIGNED BY:	M.FAHRER
PROJECT DATE:	05/20/20	CHECKED BY:	A.MONIZA
CAD DATE:	7/31/2017 11:56:18 PM	DRAWN BY:	T.LECLAIR
CAD FILE:	c:\pw_workdir\pw_ej\rsd\188529\Foth TabSheets.xlsm		

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

ESTIMATE REFERENCE INFORMATION
AND TABULATIONS

SHEET NO.

C.0

608

REMOVAL OF PAVEMENT

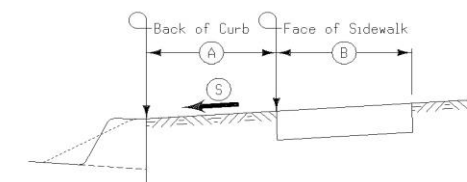
Refer to Tabulation 102-5

* Not a Bid Item

Begin Station	End Station	Side	Pavement Type	Area		Saw Cut*	Remarks
				SY	LF		
100+50.00	100+72.44	LT+RT	PCC	47.2	36.9		PCC ALLEY APRON
102+72.39	102+90.63	RT	PCC	7.1	18.2		DRIVEWAY
103+40.54	103+45.54	LT+RT	PCC	12.2	5.0		PCC SIDEWALK
103+45.54	103+59.50	LT+RT	PCC	28.3	35.4		PCC ALLEY APRON
150+10.99	150+66.63	RT	PCC	23.3	80.1		PCC CURB AND GUTTER
150+38.72	150+45.80	RT	PCC	31.8	8.7		PCC SIDEWALK
TOTAL =				150.0	184.3		

SIDEWALKS

See MI-220 and S Sheets



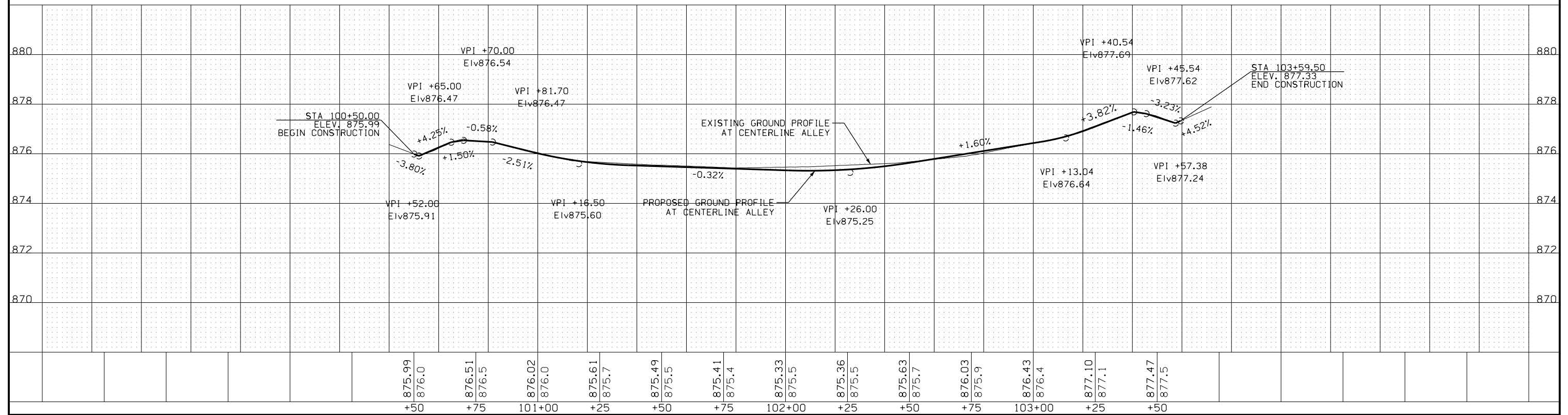
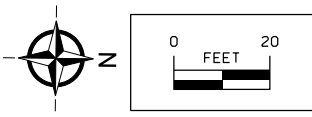
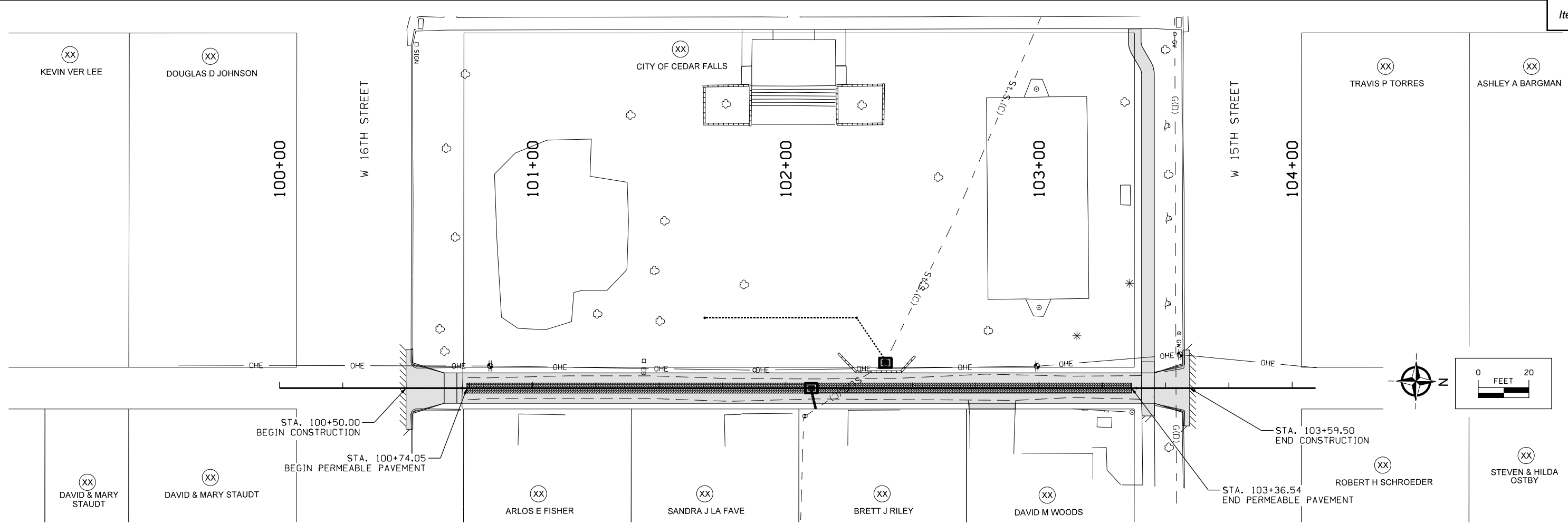
Intersection	Quadrant	Length	A	B	S	4" PCC Sidewalk	6" PCC Sidewalk	8" PCC Sidewalk	10" PCC Sidewalk	Detectable Warnings	Remarks
			FT	FT	%	SY	SY	SY	SY		
100+65.06 TO 100+70.06	LT/RT	12	12.00	5.00	VARIES		6.7				
103+40.54 TO 103 45.54	LT/RT	12	11.00	5.00	VARIES		6.7				
103+40.54 TO 103 45.54	LT	138	11.00	5.00	VARIES	76.3					
103+40.54 TO 103 45.54	RT	5	11.00	5.00	VARIES	2.8					
150+13.06 TO 150+20.06	RT	7	VARIES	5.00	VARIES		3.9			10	SIDEWALK RAMP
150+25.72 TO 150+30.72	RT	7	VARIES	5.00	VARIES		3.9			10	SIDEWALK RAMP
150+20.06 TO 150+45.78	RT	58	VARIES	5.00	VARIES	31.9					
TOTAL =						111.0	21.1			20	

ADJUSTMENT OF STRUCTURES

No.	Location	Existing Rim Elevation	Proposed Rim Elevation	Description	Notes
1	102+39.70, 10.01 LT	874.89	875.50	STORM MANHOLE	MINOR ADJUSTMENT, SW-604 TYPE 6 CASTING
2	150+17.23, 22.53 RT	883.56	883.56	STORM MANHOLE	MINOR ADJUSTMENT, SW-603 TYPE R CASTING
TOTAL =					2 MINOR

PCC PAVEMENT TABULATION

Location	Route	Side (RT/LT)	Length (ft)	Width (ft)	Area (sy)	Subbase (sy)
6" DRIVEWAY						
100+50.00	100+65.06	ALLEY	RT/LT	15.10	18.70	31.00
102+72.39	102+90.63	DRIVEWAY	RT	2.30	18.20	5.00
103+45.54	103+59.50	ALLEY	RT/LT	14.00	18.40	29.00
TOTAL 6" PCC					65.00	



PROJECT NO: 0019C017.03
 PROJECT DATE:
 CAD DATE: \$DATE\$
 CAD FILE: \$FILE\$

DESIGNED BY: M.FAHRER
 CHECKED BY: A.MONIZA
 DRAWN BY: T.LECLAIR

NO	DATE	BY	REVISION DESCRIPTION







CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

PLAN AND PROFILE - ALLEY

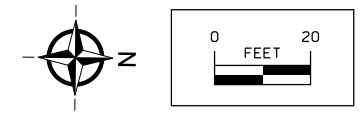
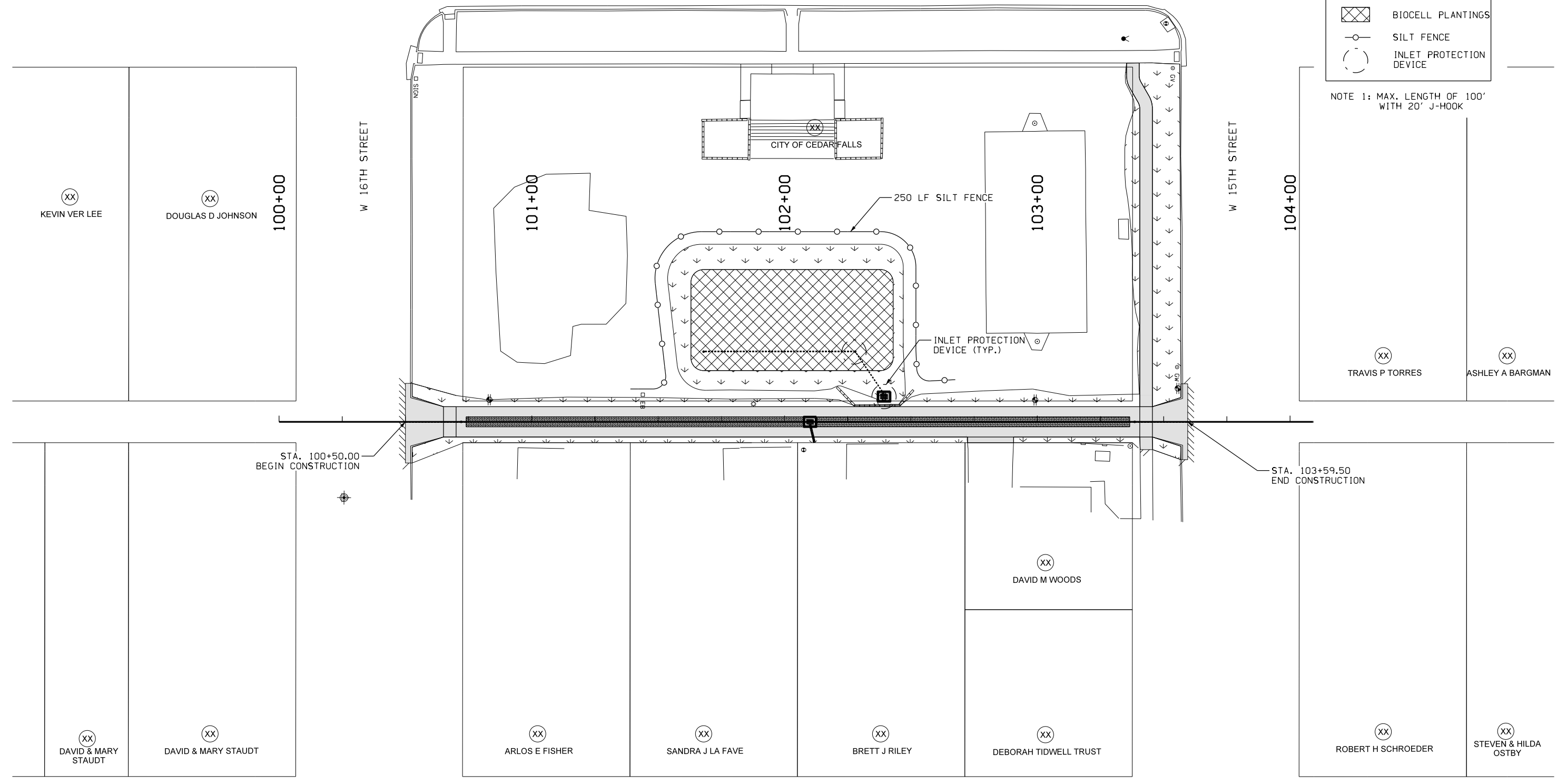
SHEET NO.
D.01
 609

CLAY STREET

LEGEND

-  TYPE 1 SEED
-  BIOCELL PLANTINGS
-  SILT FENCE
-  INLET PROTECTION DEVICE

NOTE 1: MAX. LENGTH OF 100' WITH 20' J-HOOK



PROJECT NO: 0019CD17.03
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILES\$

DESIGNED BY: M.FAHRER
 CHECKED BY: A.MONIZA
 DRAWN BY: T.LECLAIR

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

EROSION CONTROL PLAN

SHEET NO.
EC.0
 610





XX
STEPHANIE SAAK

XX
STEPHEN & JANET MACTAGGART

XX
MARY MONAHAN

XX
JANNA BOWMAN

LEGEND

-  TYPE 1 SEED
-  BIOCELL PLANTINGS
-  SILT FENCE
-  INLET PROTECTION DEVICE

NOTE 1: MAX. LENGTH OF 200'
WITH 20' J-HOOK (TYP.)

150+00

151+00



INLET PROTECTION
DEVICE (TYP.)

FRANKLIN STREET

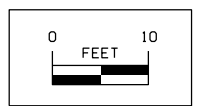
W 15TH STREET

XX
JEFFREY THOMPSON

XX
MARY CHIEN

XX
LINDA HERSHEY

XX
AUSTIN HUSOME



PROJECT NO: 0019C017_03	DESIGNED BY: M.FAHRER
PROJECT DATE:	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	\$TIME\$ DRAWN BY: T.LECLAIR
CAD FILE: \$FILE\$	

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

EROSION CONTROL PLAN

SHEET NO.
EC.02 611

Survey Information CLAY STREET WATER QUALITY IMPROVEMENTS Cedar Falls, Iowa

General Information

Measurement units for this survey are US survey feet.
This survey is for a proposed improvements to Clay Street park in Cedar Falls, Iowa.

Vertical Control

Black Hawk County Control monument 2016-15R was held.

Horizontal Control

Iowa Regional Coordinate System - Zone 5
Horz. Datum: NAD83
Vert. Datum: NAVD 1988
US Survey Feet

HORIZONTAL CONTROL

Point	North	East	Elevation	Feature	Description
200	3655751.85	5204987.39	875.80	CP	FOUND 5/8" IRON ROD WITH WHITE CONTROL CAP
201	3656113.50	5204731.11	880.72	CP	FOUND 5/8" IRON ROD WITH WHITE CONTROL CAP
202	3656070.28	5204380.88	883.84	CP	FOUND 5/8" IRON ROD WITH WHITE CONTROL CAP

PROJECT NO: _____	DESIGNED BY: T.LECLAIR
PROJECT DATE: _____	CHECKED BY: M.FAHRER
CAD DATE: \$DATE\$	\$TIME\$ DRAWN BY: T.LECLAIR
CAD FILE: \$FILE\$	

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

REFERENCE TIES AND BENCHMARKS

SHEET NO.

G.01



PROJECT NO: _____
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILE\$

DESIGNED BY: T.LECLAIR
 CHECKED BY: M.FAHRER
 DRAWN BY: T.LECLAIR

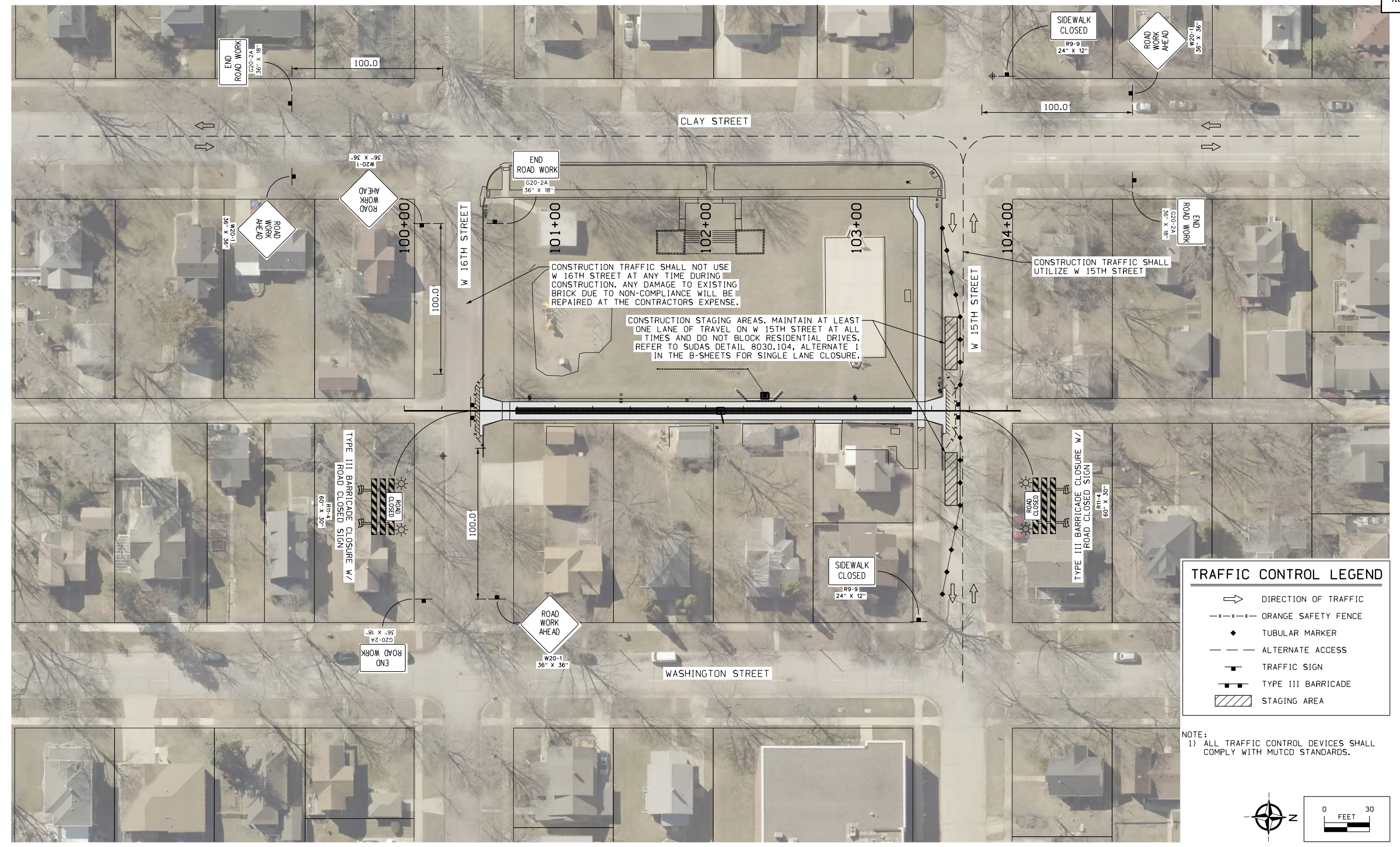
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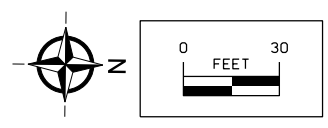
CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

REFERENCE TIES AND BENCHMARKS

SHEET NO.
G.02
 613



NOTE:
1) ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH MUTCD STANDARDS.



PROJECT NO: 0019CD17_03	DESIGNED BY: M.FAHRER
PROJECT DATE:	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	DRAWN BY: T.LECLAIR
CAD FILE: \$FILES\$	

NO	DATE	BY	REVISION DESCRIPTION










CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

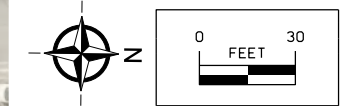
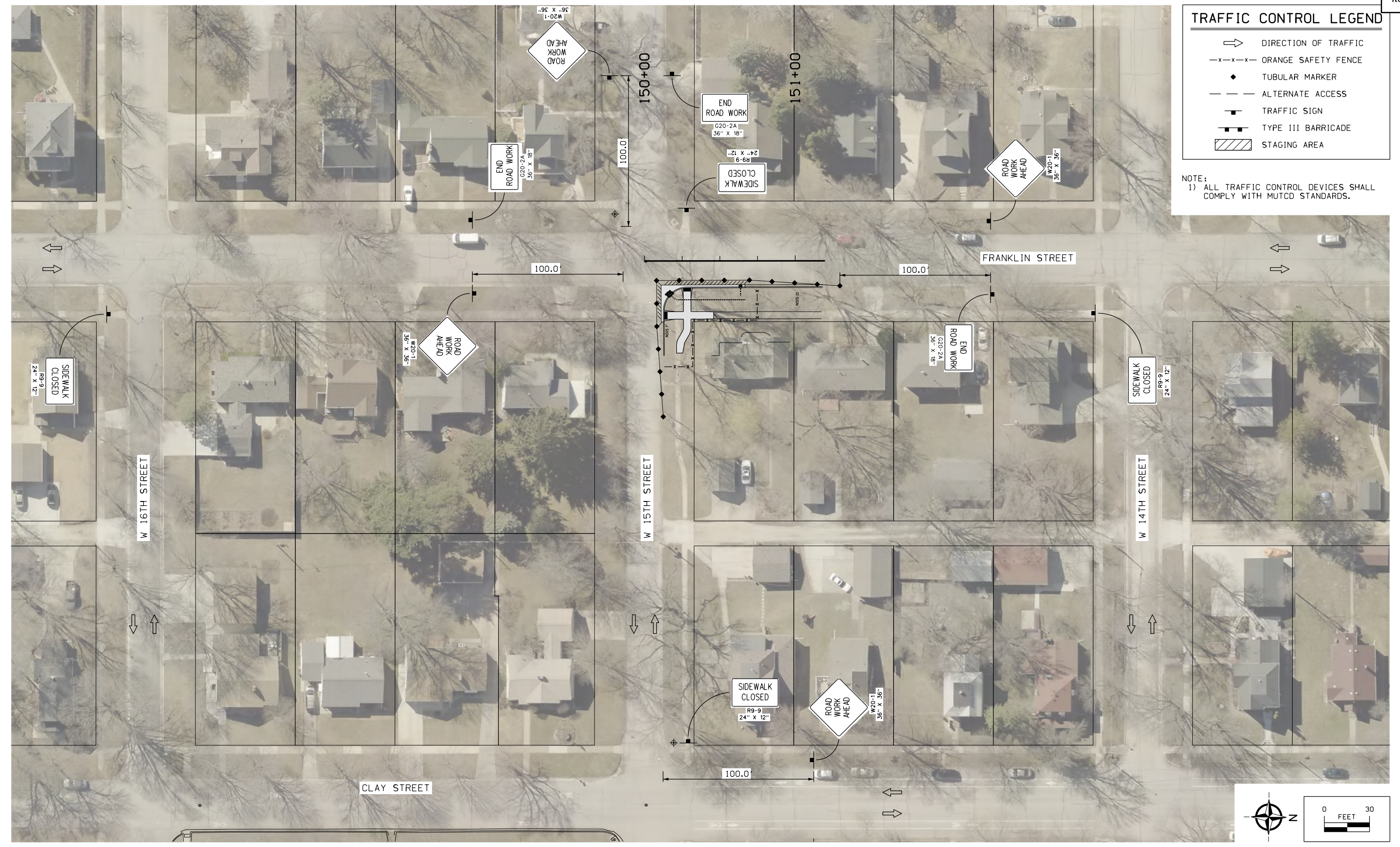
STAGING AND TRAFFIC CONTROL

SHEET NO.
J.01
615

TRAFFIC CONTROL LEGEND

-  DIRECTION OF TRAFFIC
-  ORANGE SAFETY FENCE
-  TUBULAR MARKER
-  ALTERNATE ACCESS
-  TRAFFIC SIGN
-  TYPE III BARRICADE
-  STAGING AREA

NOTE:
1) ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH MUTCD STANDARDS.



PROJECT NO: 0019CD17_03	DESIGNED BY: M.FAHRER
PROJECT DATE:	CHECKED BY: A.MONIZA
CAD DATE: \$DATE\$	DRAWN BY: T.LECLAIR
CAD FILE: \$FILES\$	

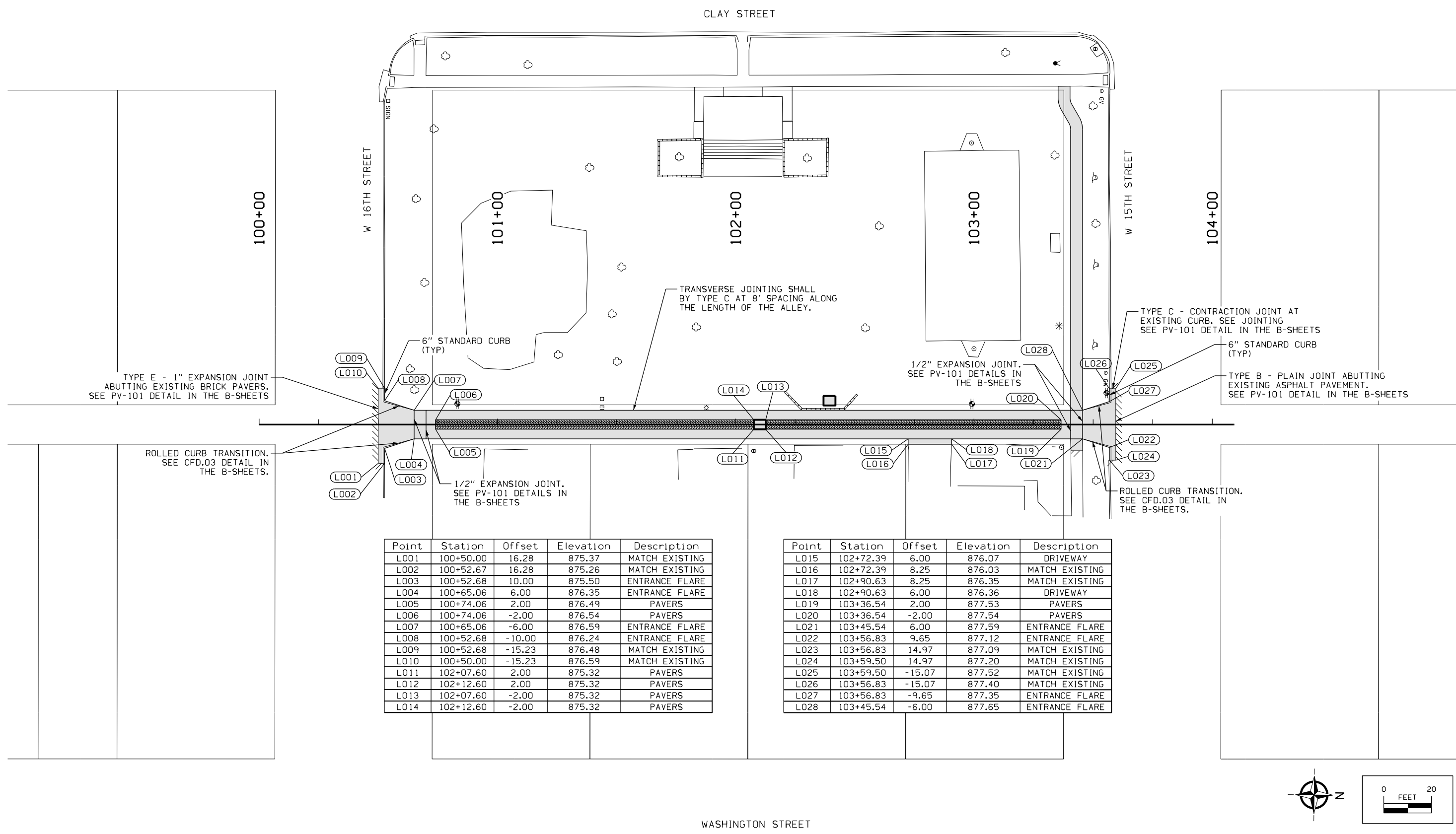
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CLAY STREET PARK WATER QUALITY IMPROVEMENTS
WEST 15TH STREET TO WEST 16TH STREET
CEDAR FALLS, IA

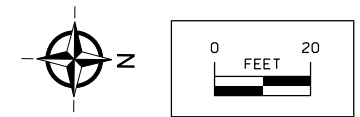
STAGING AND TRAFFIC CONTROL

SHEET NO.
J.02
616



Point	Station	Offset	Elevation	Description
L001	100+50.00	16.28	875.37	MATCH EXISTING
L002	100+52.67	16.28	875.26	MATCH EXISTING
L003	100+52.68	10.00	875.50	ENTRANCE FLARE
L004	100+65.06	6.00	876.35	ENTRANCE FLARE
L005	100+74.06	2.00	876.49	PAVERS
L006	100+74.06	-2.00	876.54	PAVERS
L007	100+65.06	-6.00	876.59	ENTRANCE FLARE
L008	100+52.68	-10.00	876.24	ENTRANCE FLARE
L009	100+52.68	-15.23	876.48	MATCH EXISTING
L010	100+50.00	-15.23	876.59	MATCH EXISTING
L011	102+07.60	2.00	875.32	PAVERS
L012	102+12.60	2.00	875.32	PAVERS
L013	102+07.60	-2.00	875.32	PAVERS
L014	102+12.60	-2.00	875.32	PAVERS

Point	Station	Offset	Elevation	Description
L015	102+72.39	6.00	876.07	DRIVEWAY
L016	102+72.39	8.25	876.03	MATCH EXISTING
L017	102+90.63	8.25	876.35	MATCH EXISTING
L018	102+90.63	6.00	876.36	DRIVEWAY
L019	103+36.54	2.00	877.53	PAVERS
L020	103+36.54	-2.00	877.54	PAVERS
L021	103+45.54	6.00	877.59	ENTRANCE FLARE
L022	103+56.83	9.65	877.12	ENTRANCE FLARE
L023	103+56.83	14.97	877.09	MATCH EXISTING
L024	103+59.50	14.97	877.20	MATCH EXISTING
L025	103+59.50	-15.07	877.52	MATCH EXISTING
L026	103+56.83	-15.07	877.40	MATCH EXISTING
L027	103+56.83	-9.65	877.35	ENTRANCE FLARE
L028	103+45.54	-6.00	877.65	ENTRANCE FLARE



PROJECT NO: 0019CD17.03
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILE\$

DESIGNED BY: T.LECLAIR
 CHECKED BY: M.FAHRER
 DRAWN BY: T.LECLAIR

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

GEOMETRICS, STAKING & JOINTING

SHEET NO.
L.01
 617

XX
STEPHANIE SAAK

XX
STEPHEN & JANET MACTAGGART

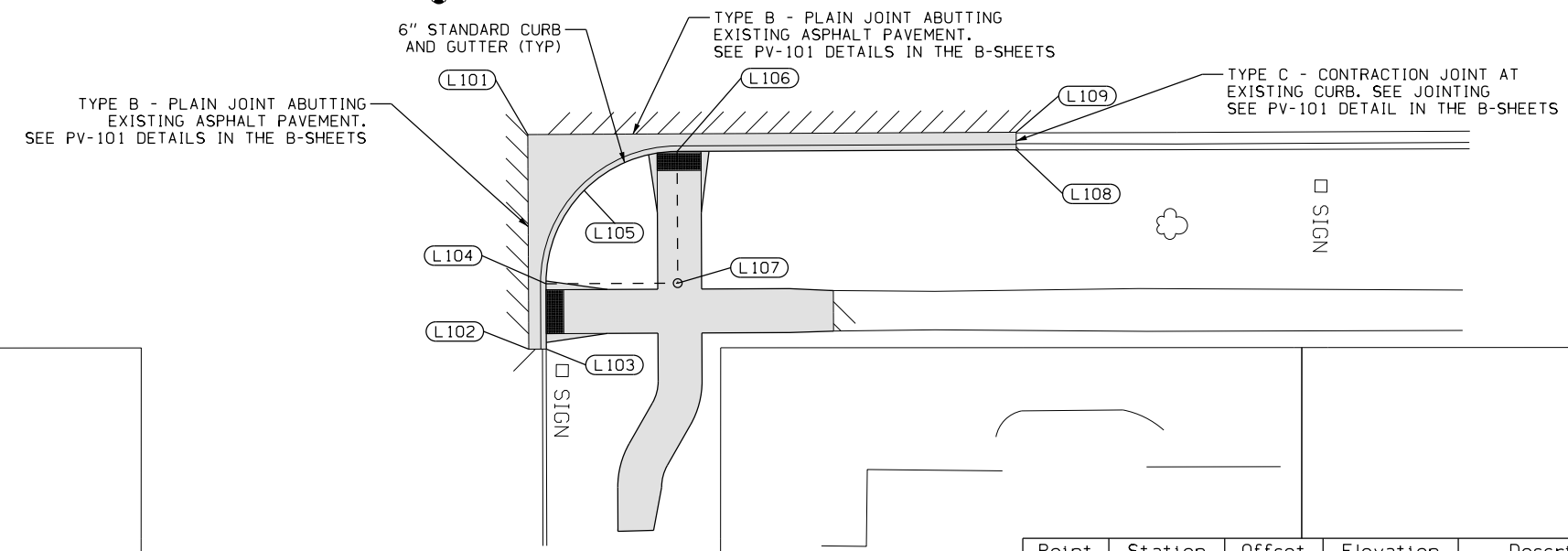
XX
MARY MONAHAN

XX
JANNA BOWMAN

150+00

151+00

FRANKLIN STREET



Point	Station	Offset	Elevation	Description
L101	150+10.99	15.97	883.80	MATCH EXISTING
L102	150+11.08	40.41	883.40	MATCH EXISTING
L103	150+13.08	40.40	883.57	MATCH EXISTING
L104	150+13.06	32.97	883.81	BEGIN 15' RADIUS
L105	150+17.41	22.34	884.14	MIDPOINT 15' RADIUS
L106	150+28.00	17.91	883.81	END 15' RADIUS
L107	150+28.06	32.91	~	CENTER 15' RADIUS
L108	150+66.63	17.77	885.43	MATCH EXISTING
L109	150+66.63	15.77	885.01	MATCH EXISTING

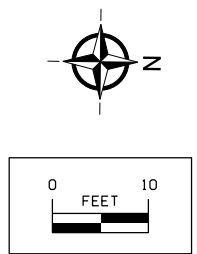
W 15TH STREET

XX
JEFFREY THOMPSON

XX
MARY CHIEN

XX
LINDA HERSHEY

XX
AUSTIN HUSOME



PROJECT NO: 0019C017.03
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILE\$

DESIGNED BY: T.LECLAIR
 CHECKED BY: M.FAHRER
 DRAWN BY: T.LECLAIR

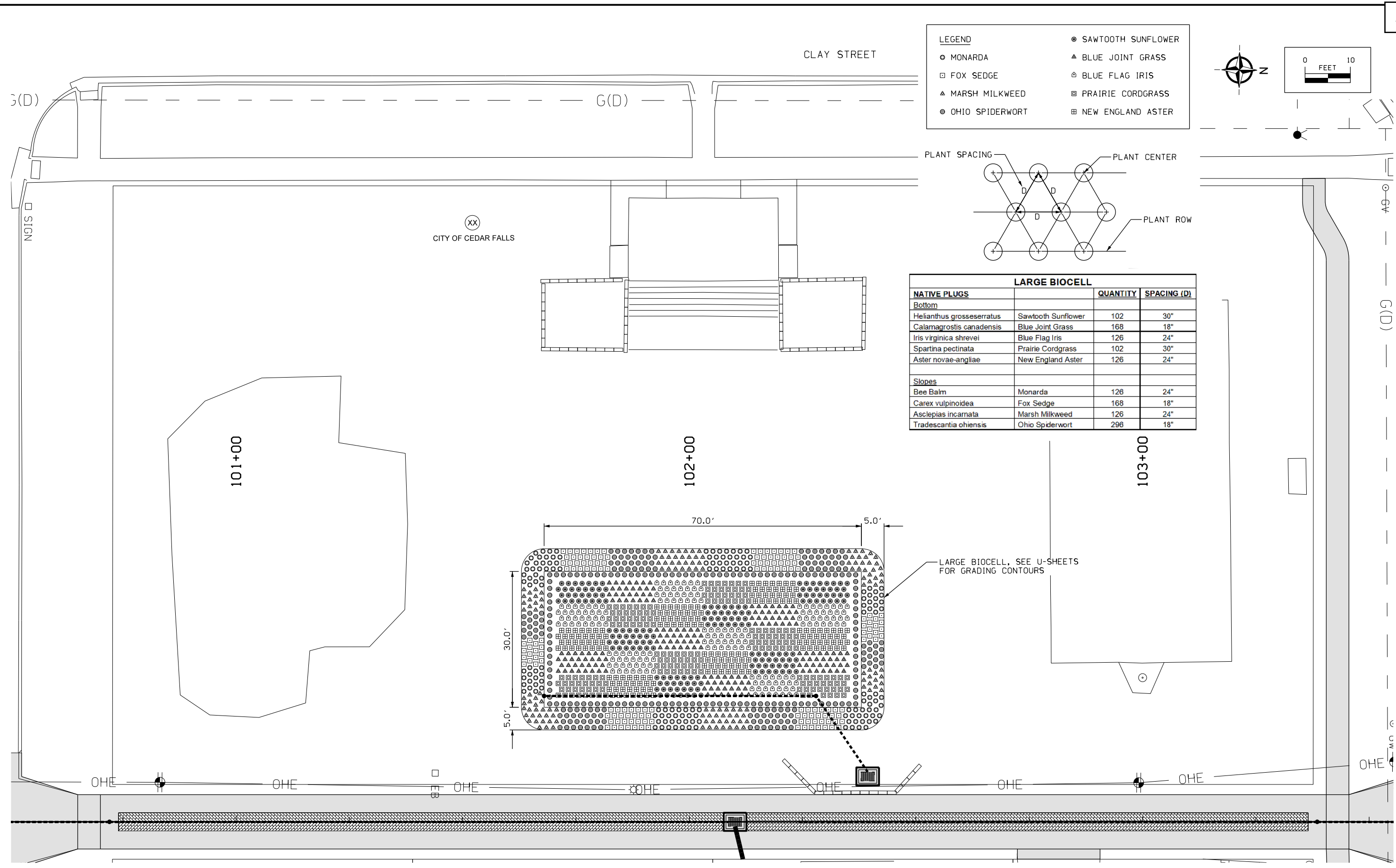
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CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

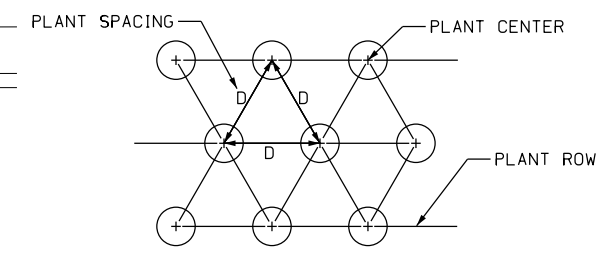
GEOMETRICS, STAKING & JOINTING

SHEET NO.
L.02
 618



LEGEND

- MONARDA
- FOX SEDGE
- ▲ MARSH MILKWEED
- OHIO SPIDERWORT
- SAWTOOTH SUNFLOWER
- ▲ BLUE JOINT GRASS
- ⊖ BLUE FLAG IRIS
- ⊞ PRAIRIE CORDGRASS
- ⊞ NEW ENGLAND ASTER



LARGE BIOCELL			
NATIVE PLUGS		QUANTITY	SPACING (D)
Bottom			
Helianthus grosseserratus	Sawtooth Sunflower	102	30"
Calamagrostis canadensis	Blue Joint Grass	168	18"
Iris virginica shrevei	Blue Flag Iris	126	24"
Spartina pectinata	Prairie Cordgrass	102	30"
Aster novae-angliae	New England Aster	126	24"
Slopes			
Bee Balm	Monarda	126	24"
Carex vulpinoidea	Fox Sedge	168	18"
Asclepias incarnata	Marsh Milkweed	126	24"
Tradescantia ohiensis	Ohio Spiderwort	296	18"

PROJECT NO: 0019C017.03
 PROJECT DATE: 5/27/2020 11:18:47 PM
 CAD DATE: 5/27/2020 11:18:47 PM
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NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

LARGE BIOCELL PLANTING LAYOUT

SHEET NO. LS.01 619

XX
STEPHEN & JANET MACTAGGART

XX
MARY MONAHAN

XX
JANNA BOWMAN

XX
JOHN & MARLA
PADGET

150+00

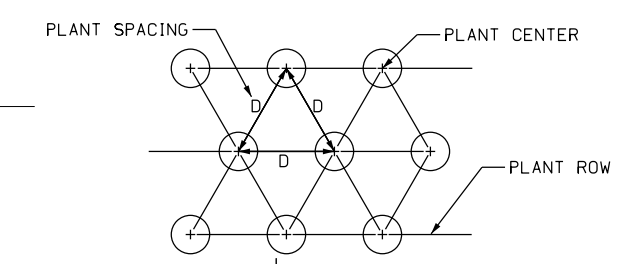
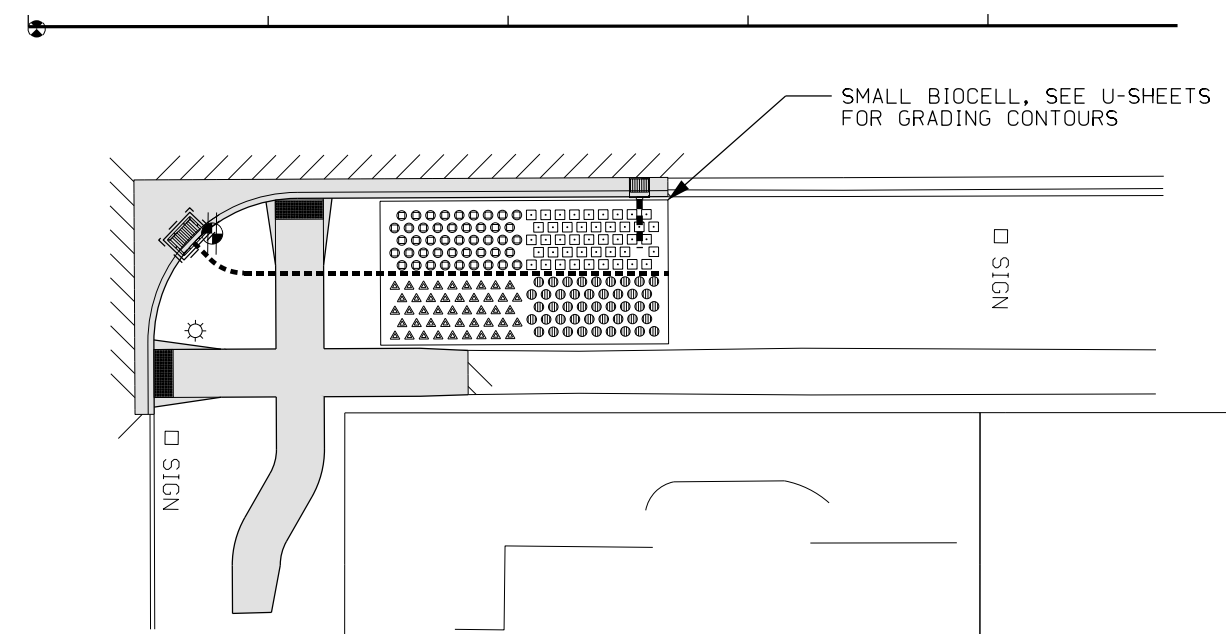
151+00

LEGEND

○ MONARDA	● SAWTOOTH SUNFLOWER
□ FOX SEDGE	▲ BLUE JOINT GRASS
▲ MARSH MILKWEED	⬢ BLUE FLAG IRIS
● OHIO SPIDERWORT	▣ PRAIRIE CORDGRASS
	▤ NEW ENGLAND ASTER

SMALL BIOCELL			
NATIVE PLUGS		QUANTITY	SPACING (D)
Bottom			
Calamagrostis canadensis	Blue Joint Grass	45	18"
Bee Balm	Monarda	34	24"
Carex vulpinoidea	Fox Sedge	45	18"
Tradescantia ohiensis	Ohio Spiderwort	45	18"

FRANKLIN STREET



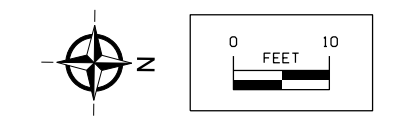
XX
MARY CHIEN

XX
LINDA HERSHEY

XX
AUSTIN HUSOME

XX
NORMAN & CAROL
MENEFFEE

W 15TH STREET



PROJECT NO: 0019C017.03
 PROJECT DATE: 5/27/2020 11:20:30 PM
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DESIGNED BY: M.FAHRER
 CHECKED BY: A.MONIZA
 DRAWN BY: T.LECLAIR

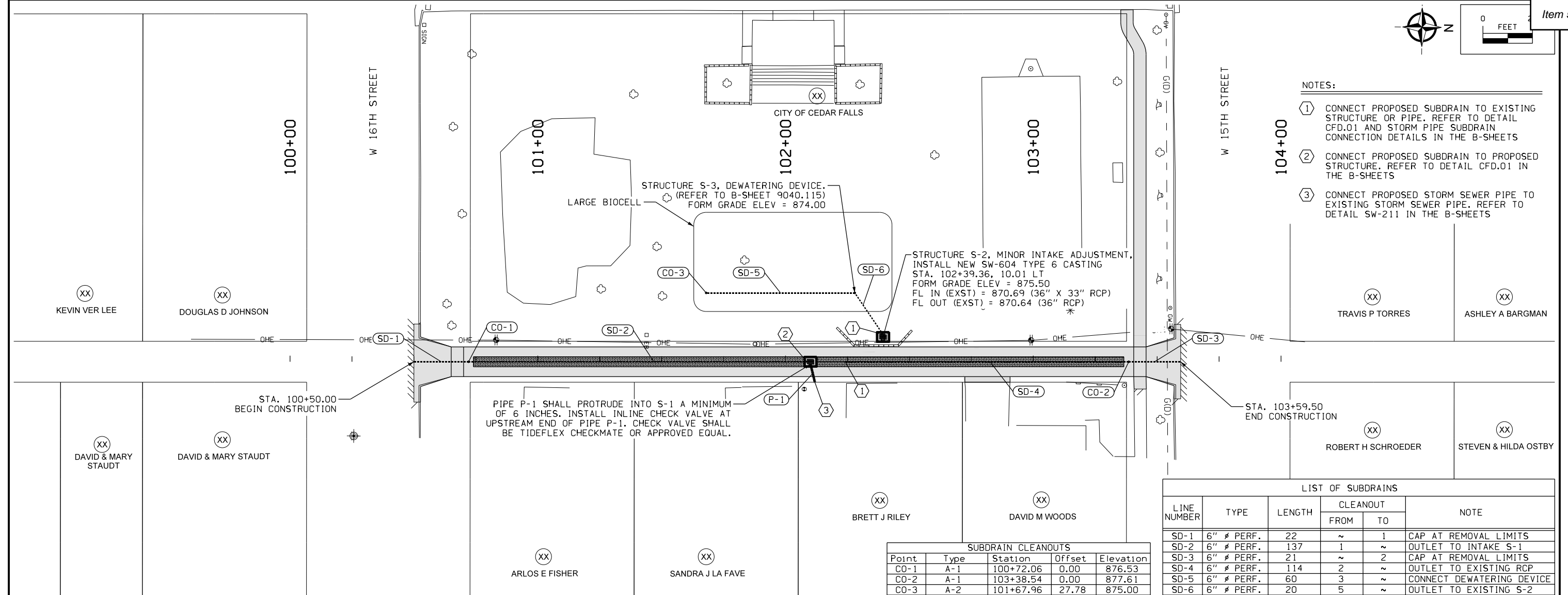
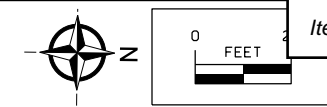
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CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

SMALL BIOCELL PLANTING LAYOUT

SHEET NO.
LS.02
 620



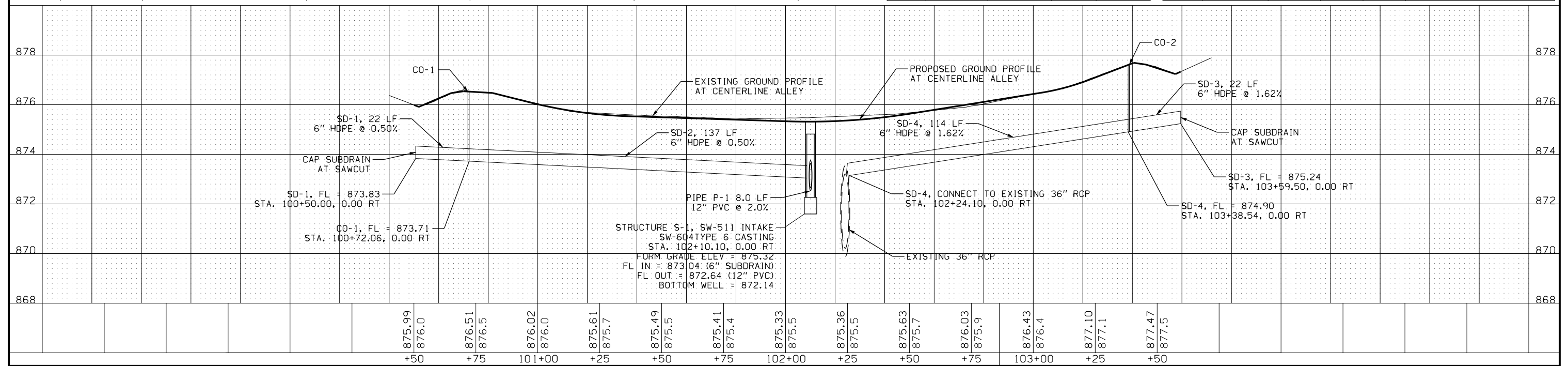
- NOTES:
- ① CONNECT PROPOSED SUBDRAIN TO EXISTING STRUCTURE OR PIPE. REFER TO DETAIL CFD.01 AND STORM PIPE SUBDRAIN CONNECTION DETAILS IN THE B-SHEETS
 - ② CONNECT PROPOSED SUBDRAIN TO PROPOSED STRUCTURE. REFER TO DETAIL CFD.01 IN THE B-SHEETS
 - ③ CONNECT PROPOSED STORM SEWER PIPE TO EXISTING STORM SEWER PIPE. REFER TO DETAIL SW-211 IN THE B-SHEETS

LIST OF SUBDRAINS

LINE NUMBER	TYPE	LENGTH	CLEANOUT		NOTE
			FROM	TO	
SD-1	6" # PERF.	22	~	1	CAP AT REMOVAL LIMITS
SD-2	6" # PERF.	137	1	~	OUTLET TO INTAKE S-1
SD-3	6" # PERF.	21	~	2	CAP AT REMOVAL LIMITS
SD-4	6" # PERF.	114	2	~	OUTLET TO EXISTING RCP
SD-5	6" # PERF.	60	3	~	CONNECT DEWATERING DEVICE
SD-6	6" # PERF.	20	5	~	OUTLET TO EXISTING S-2

SUBDRAIN CLEANOUTS

Point	Type	Station	Offset	Elevation
CO-1	A-1	100+72.06	0.00	876.53
CO-2	A-1	103+38.54	0.00	877.61
CO-3	A-2	101+67.96	27.78	875.00



PROJECT NO: 0019CD17.03
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILES\$

DESIGNED BY: M.FAHRER
 CHECKED BY: A.MONIZA
 DRAWN BY: L.DIRCKS

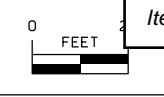
NO	DATE	BY	REVISION DESCRIPTION



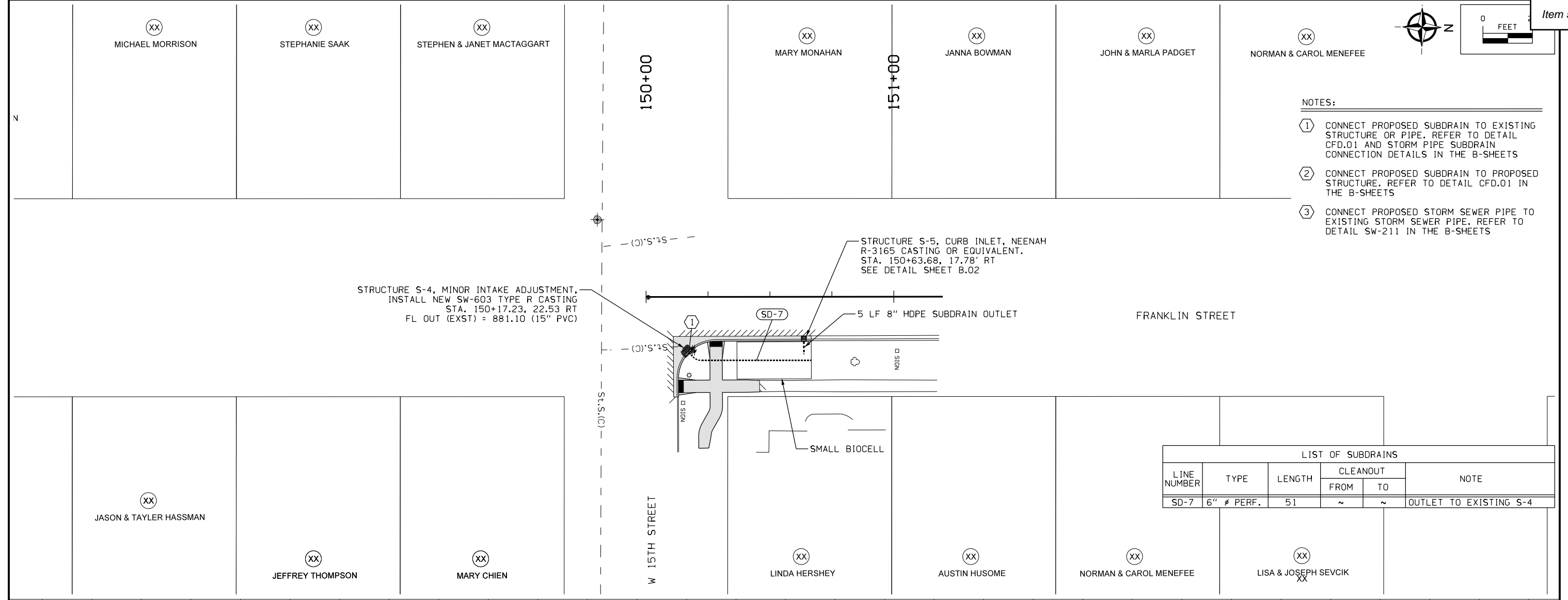
CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

SHEET NO. **M.01** 621

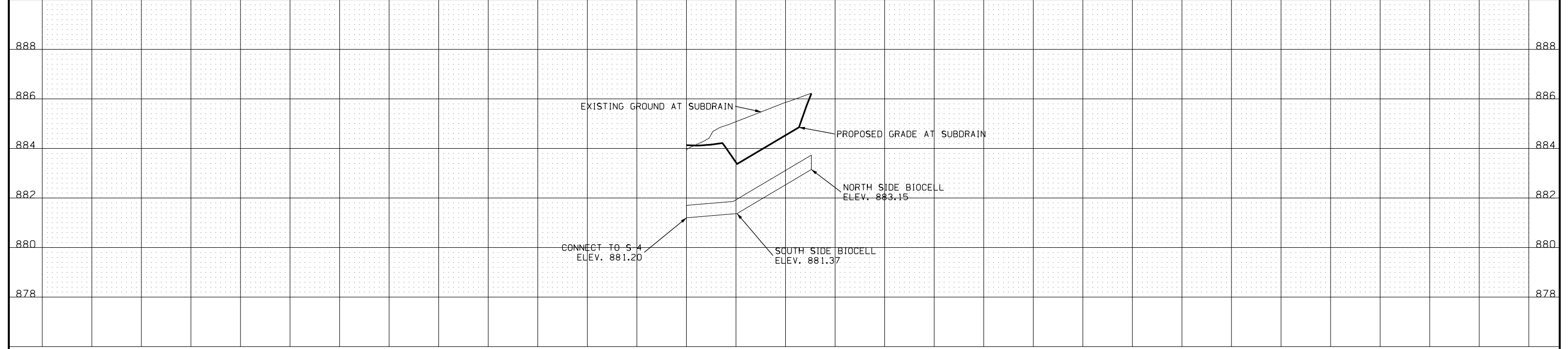
STORM SEWER PLAN AND PROFILE



- NOTES:**
- ① CONNECT PROPOSED SUBDRAIN TO EXISTING STRUCTURE OR PIPE. REFER TO DETAIL CFD.01 AND STORM PIPE SUBDRAIN CONNECTION DETAILS IN THE B-SHEETS
 - ② CONNECT PROPOSED SUBDRAIN TO PROPOSED STRUCTURE. REFER TO DETAIL CFD.01 IN THE B-SHEETS
 - ③ CONNECT PROPOSED STORM SEWER PIPE TO EXISTING STORM SEWER PIPE. REFER TO DETAIL SW-211 IN THE B-SHEETS



LIST OF SUBDRAINS					
LINE NUMBER	TYPE	LENGTH	CLEANOUT		NOTE
			FROM	TO	
SD-7	6" # PERF.	51	~	~	OUTLET TO EXISTING S-4



PROJECT NO: 0019CD17_03
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILES\$

DESIGNED BY: M.FAHRER
 CHECKED BY: A.MONIZA
 DRAWN BY: T.LECLAIR

NO	DATE	BY	REVISION DESCRIPTION








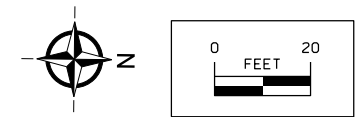
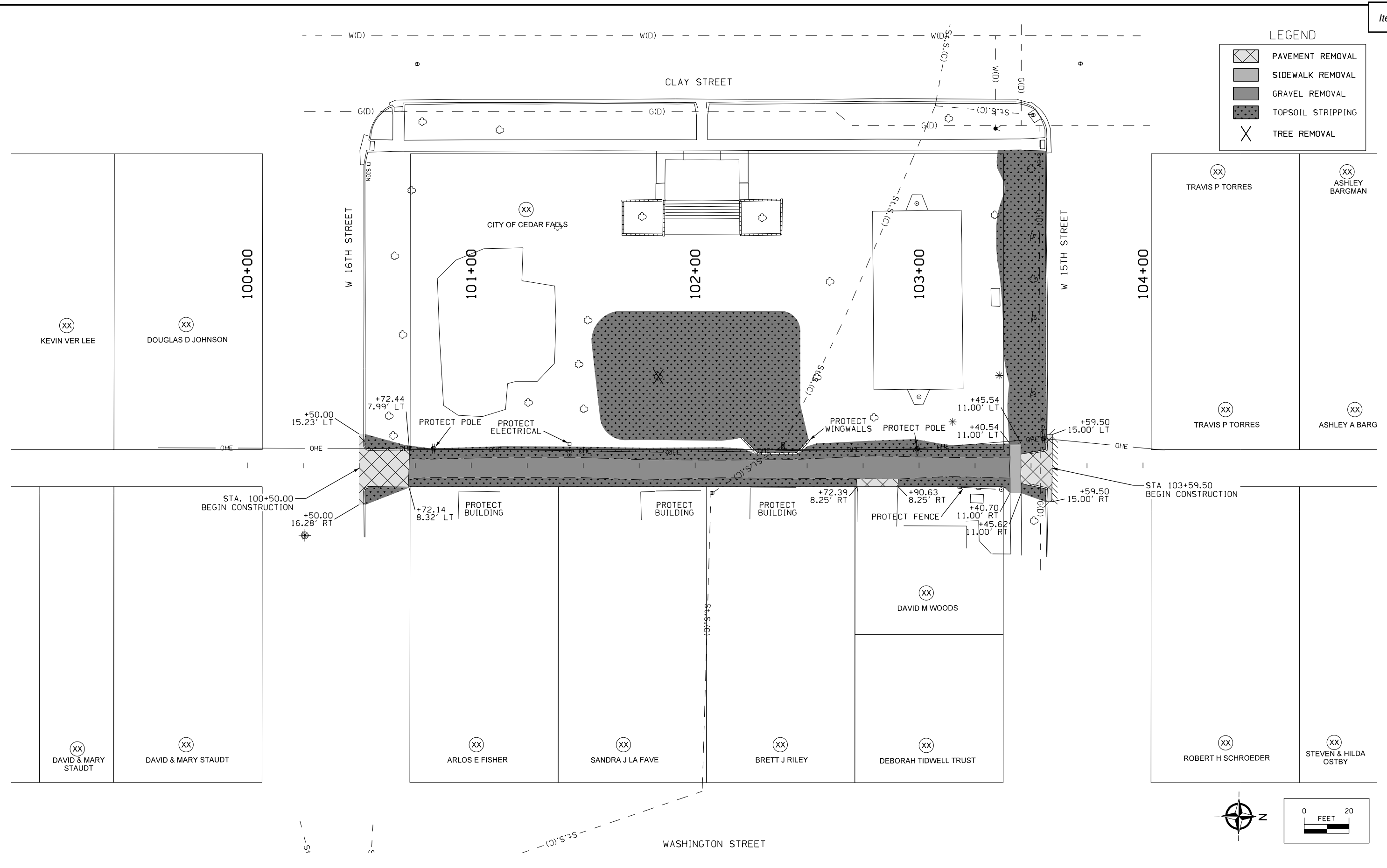
CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

STORM SEWER PLAN AND PROFILE

SHEET NO.
M.02
 622

LEGEND

-  PAVEMENT REMOVAL
-  SIDEWALK REMOVAL
-  GRAVEL REMOVAL
-  TOPSOIL STRIPPING
-  TREE REMOVAL



PROJECT NO: 0019CD17.03
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILE\$

DESIGNED BY: M.FAHRER
 CHECKED BY: A.MONIZA
 DRAWN BY: T.LECLAIR

NO	DATE	BY	REVISION DESCRIPTION







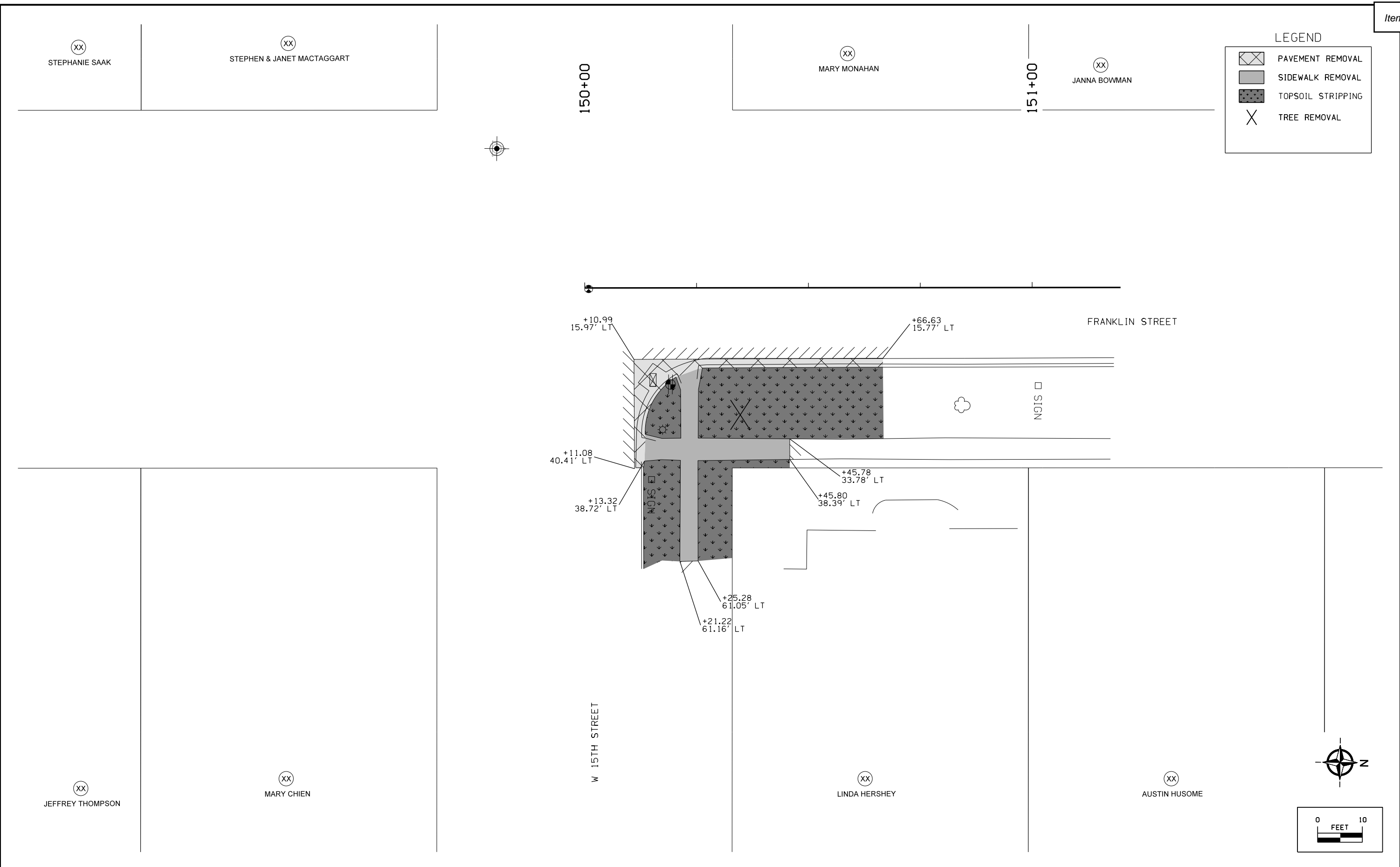
CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

REMOVALS

SHEET NO.
R.01
 623

LEGEND

-  PAVEMENT REMOVAL
-  SIDEWALK REMOVAL
-  TOPSOIL STRIPPING
-  TREE REMOVAL



PROJECT NO: 0019C017.03
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILE\$

DESIGNED BY: M.FAHRER
 CHECKED BY: A.MONIZA
 DRAWN BY: T.LECLAIR

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

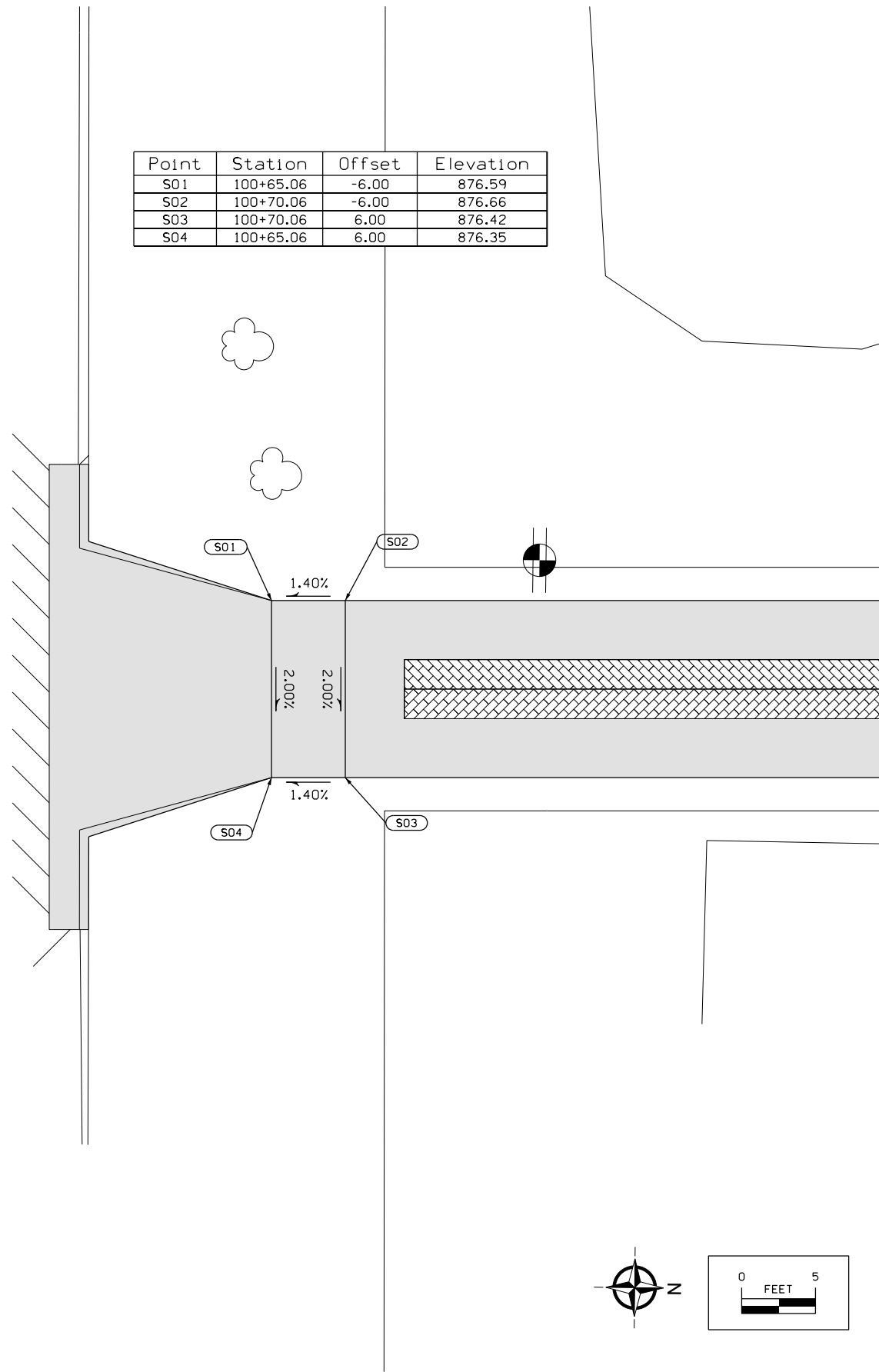
REMOVALS

SHEET NO.
R.02
 624

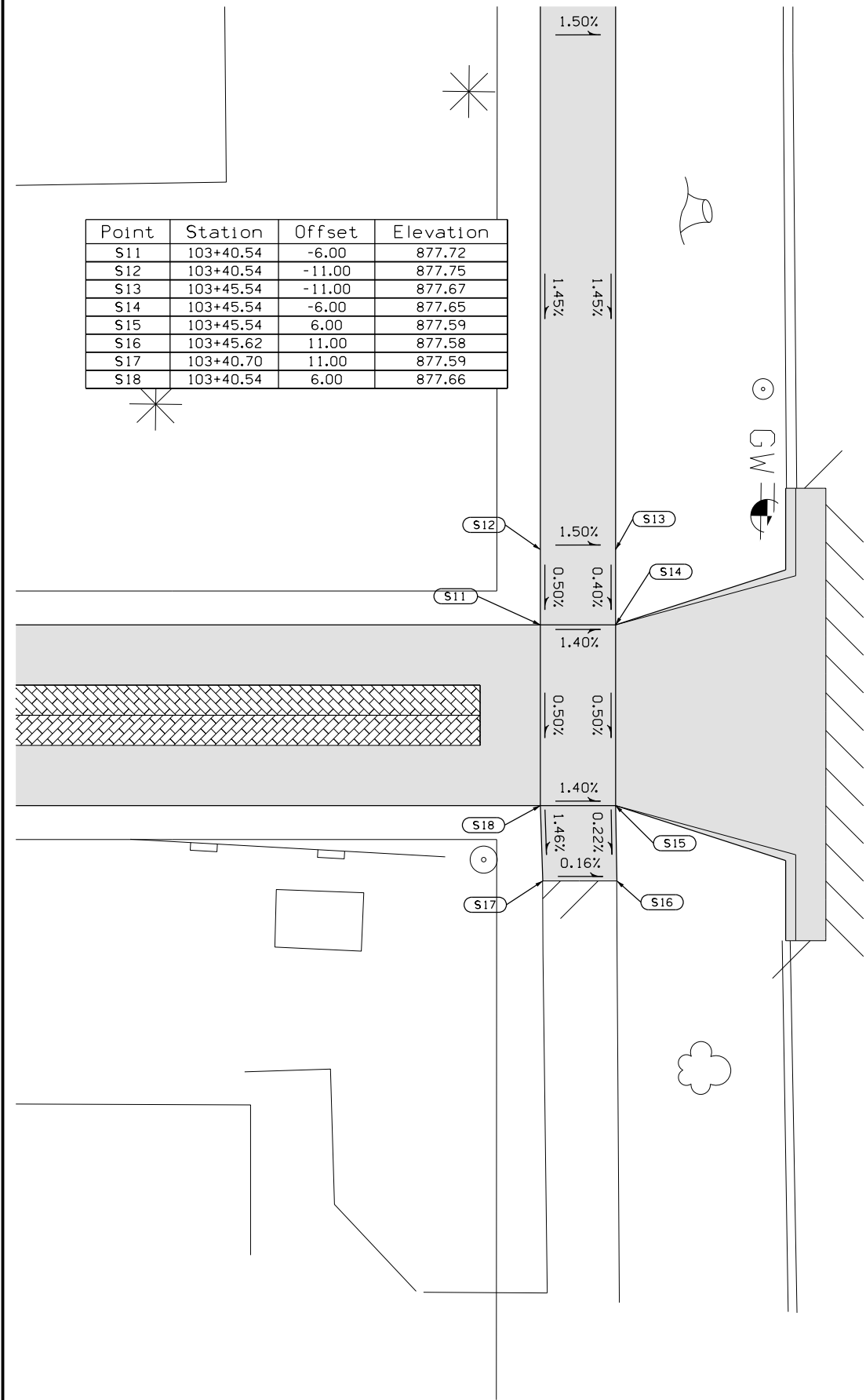
Point	Station	Offset	Elevation
S01	100+65.06	-6.00	876.59
S02	100+70.06	-6.00	876.66
S03	100+70.06	6.00	876.42
S04	100+65.06	6.00	876.35

Point	Station	Offset	Elevation
S11	103+40.54	-6.00	877.72
S12	103+40.54	-11.00	877.75
S13	103+45.54	-11.00	877.67
S14	103+45.54	-6.00	877.65
S15	103+45.54	6.00	877.59
S16	103+45.62	11.00	877.58
S17	103+40.70	11.00	877.59
S18	103+40.54	6.00	877.66

W 16TH STREET



W 15TH STREET



PROJECT NO: 0019C017.03
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILE\$

DESIGNED BY: M.FAHRER
 CHECKED BY: M.FAHRER
 DRAWN BY: T.LECLAIR

NO	DATE	BY	REVISION DESCRIPTION



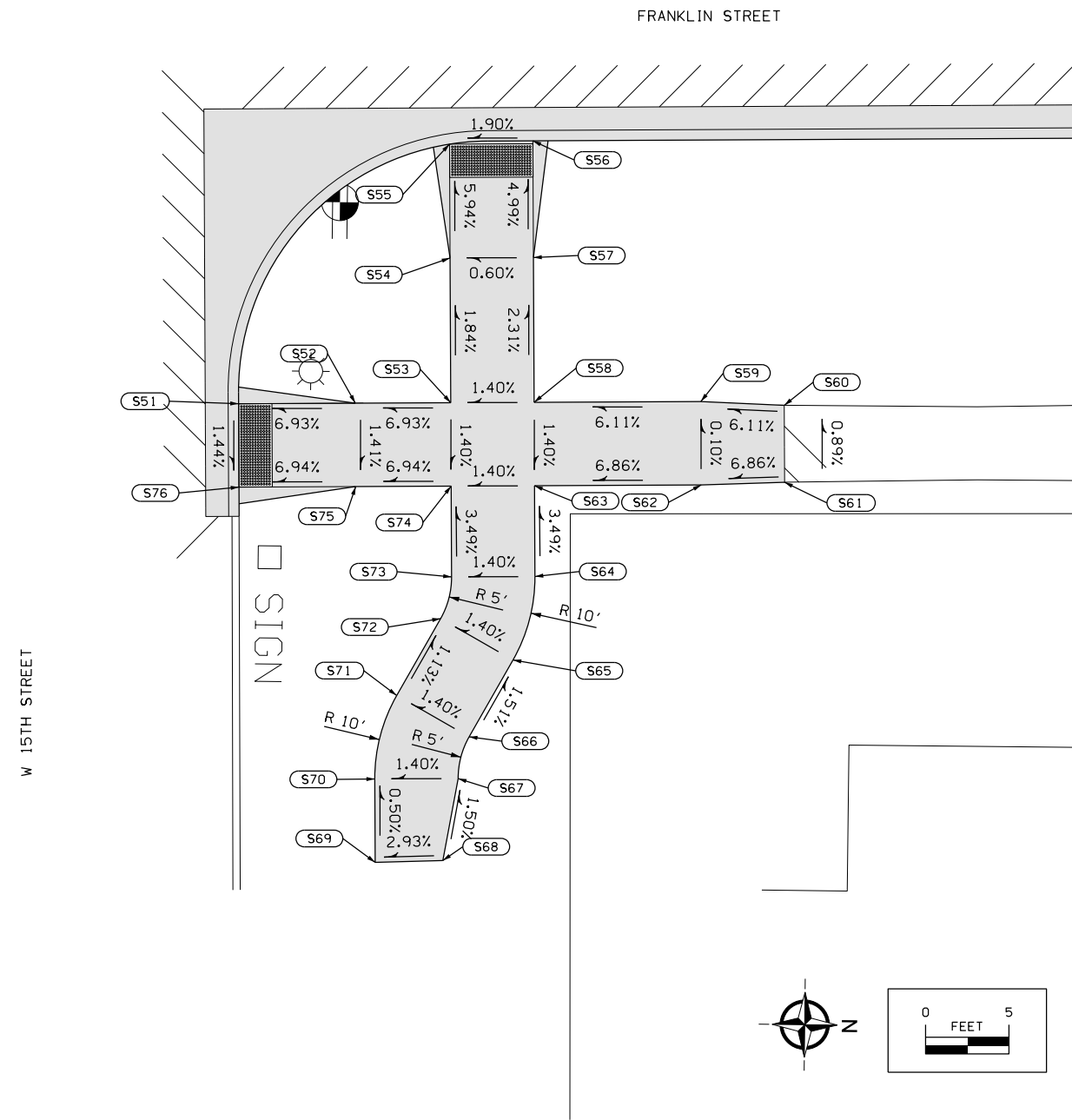
CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

PEDESTRIAN RAMP DETAILS

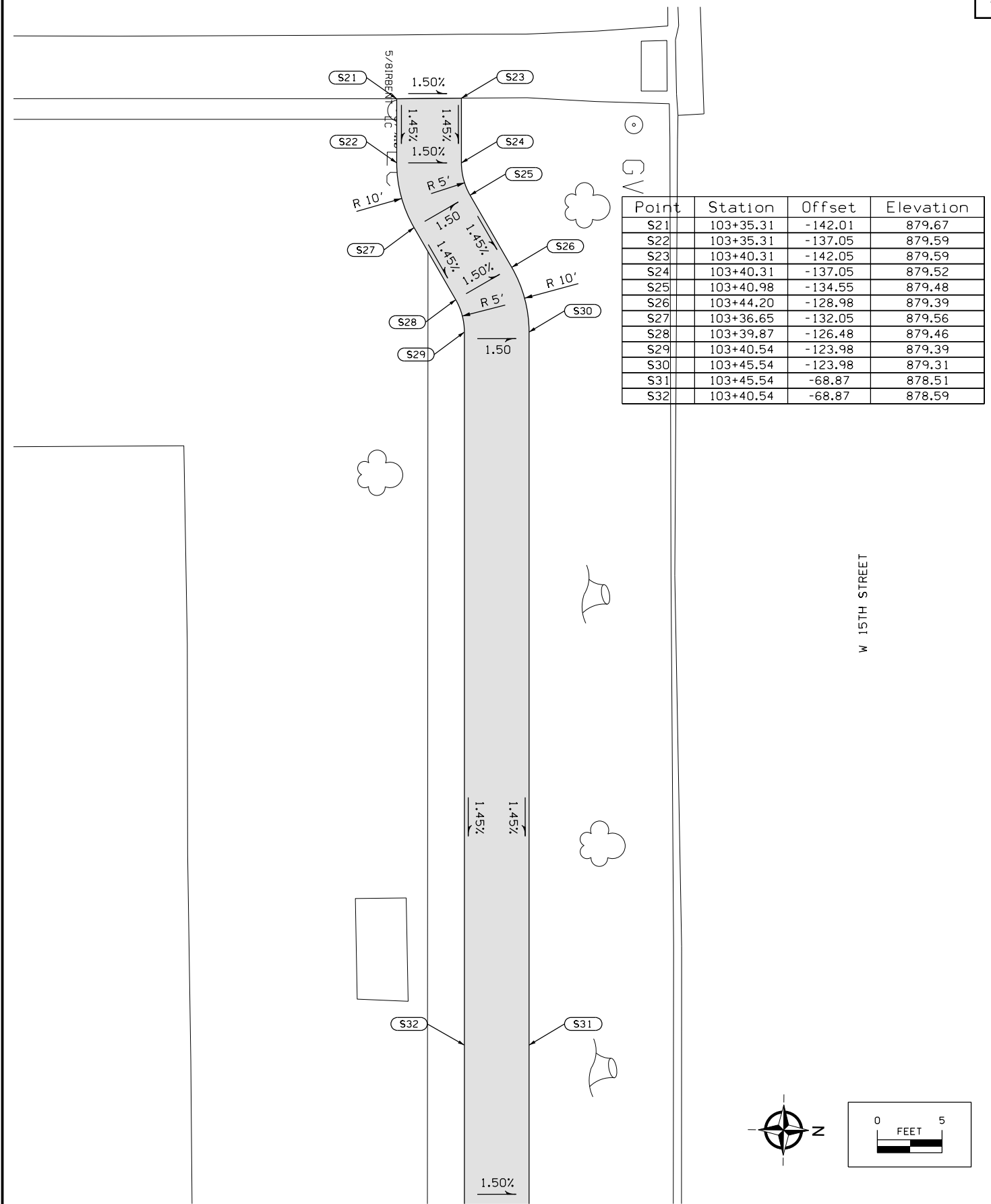
SHEET NO.
S.01
 625

Point	Station	Offset	Elevation
S51	150+13.06	33.65	883.46
S52	150+20.06	33.62	883.94
S53	150+25.78	33.60	884.34
S54	150+25.75	24.92	884.18
S55	150+25.72	18.09	883.78
S56	150+30.72	17.90	883.89
S57	150+30.75	24.90	884.21
S58	150+30.78	33.58	884.41
S59	150+40.78	33.54	885.02
S60	150+45.78	33.78	885.33
S61	150+45.80	38.39	885.37
S62	150+40.80	38.54	885.03
S63	150+30.80	38.58	884.34

Point	Station	Offset	Elevation
S64	150+30.82	44.03	884.53
S65	150+29.50	49.03	884.58
S66	150+26.87	53.63	884.66
S67	150+26.20	56.14	884.70
S68	150+25.28	61.05	884.77
S69	150+21.22	61.16	884.66
S70	150+21.20	56.16	884.63
S71	150+22.53	51.15	884.57
S72	150+25.16	46.55	884.51
S73	150+25.82	44.04	884.46
S74	150+25.80	38.60	884.27
S75	150+20.08	38.62	883.87
S76	150+13.08	38.65	883.39



Point	Station	Offset	Elevation
S21	103+35.31	-142.01	879.67
S22	103+35.31	-137.05	879.59
S23	103+40.31	-142.05	879.59
S24	103+40.31	-137.05	879.52
S25	103+40.98	-134.55	879.48
S26	103+44.20	-128.98	879.39
S27	103+36.65	-132.05	879.56
S28	103+39.87	-126.48	879.46
S29	103+40.54	-123.98	879.39
S30	103+45.54	-123.98	879.31
S31	103+45.54	-68.87	878.51
S32	103+40.54	-68.87	878.59



PROJECT NO: 0019C017.03
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILE\$

DESIGNED BY: M.FAHRER
 CHECKED BY: M.FAHRER
 DRAWN BY: T.LECLAIR

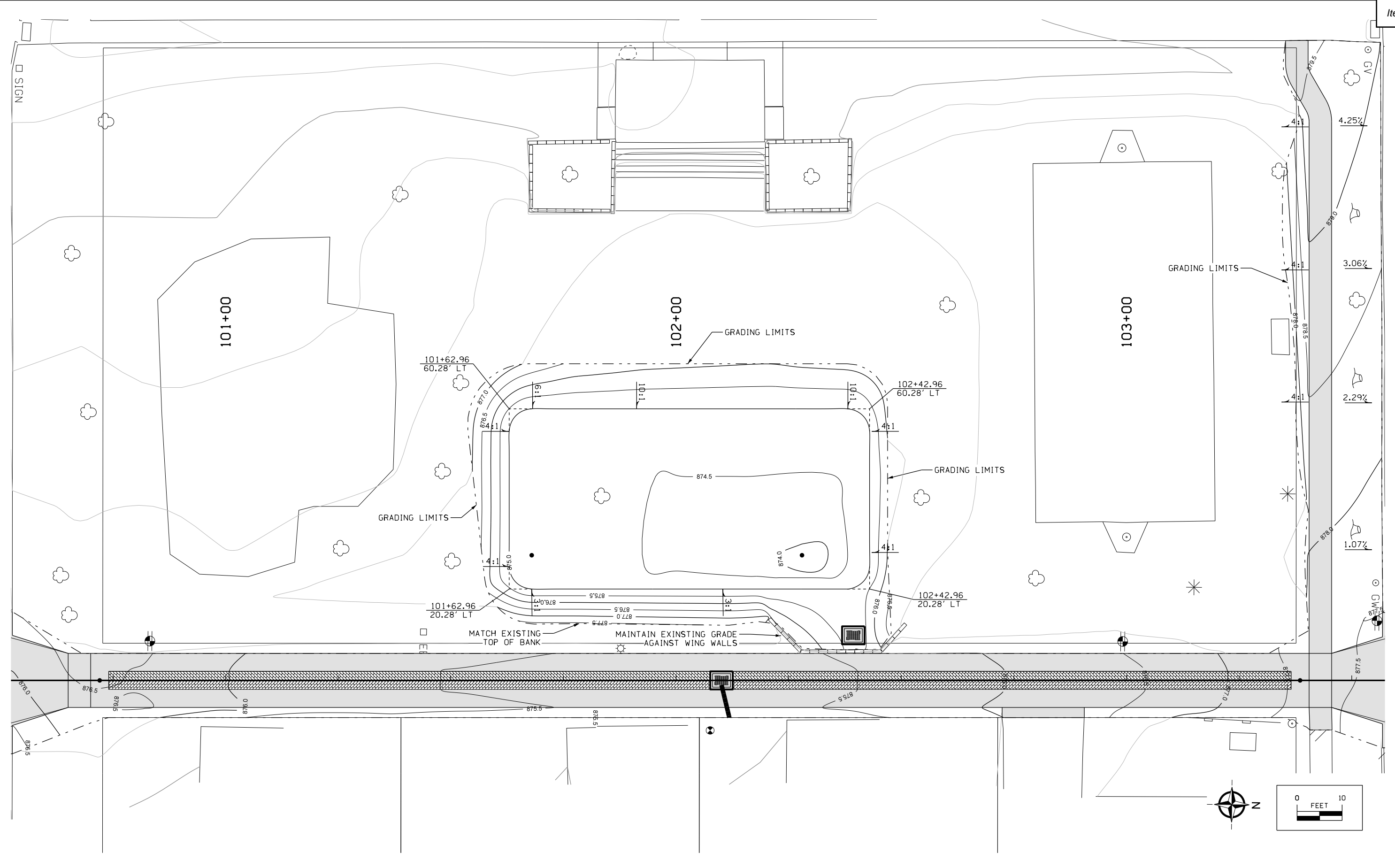
NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

PEDESTRIAN RAMP DETAILS

SHEET NO.
S.02
 626



PROJECT NO: 0019CD17.03
 PROJECT DATE: _____
 CAD DATE: \$DATE\$
 CAD FILE: \$FILE\$

DESIGNED BY: M.FAHRER
 CHECKED BY: M.FAHRER
 DRAWN BY: T.LECLAIR

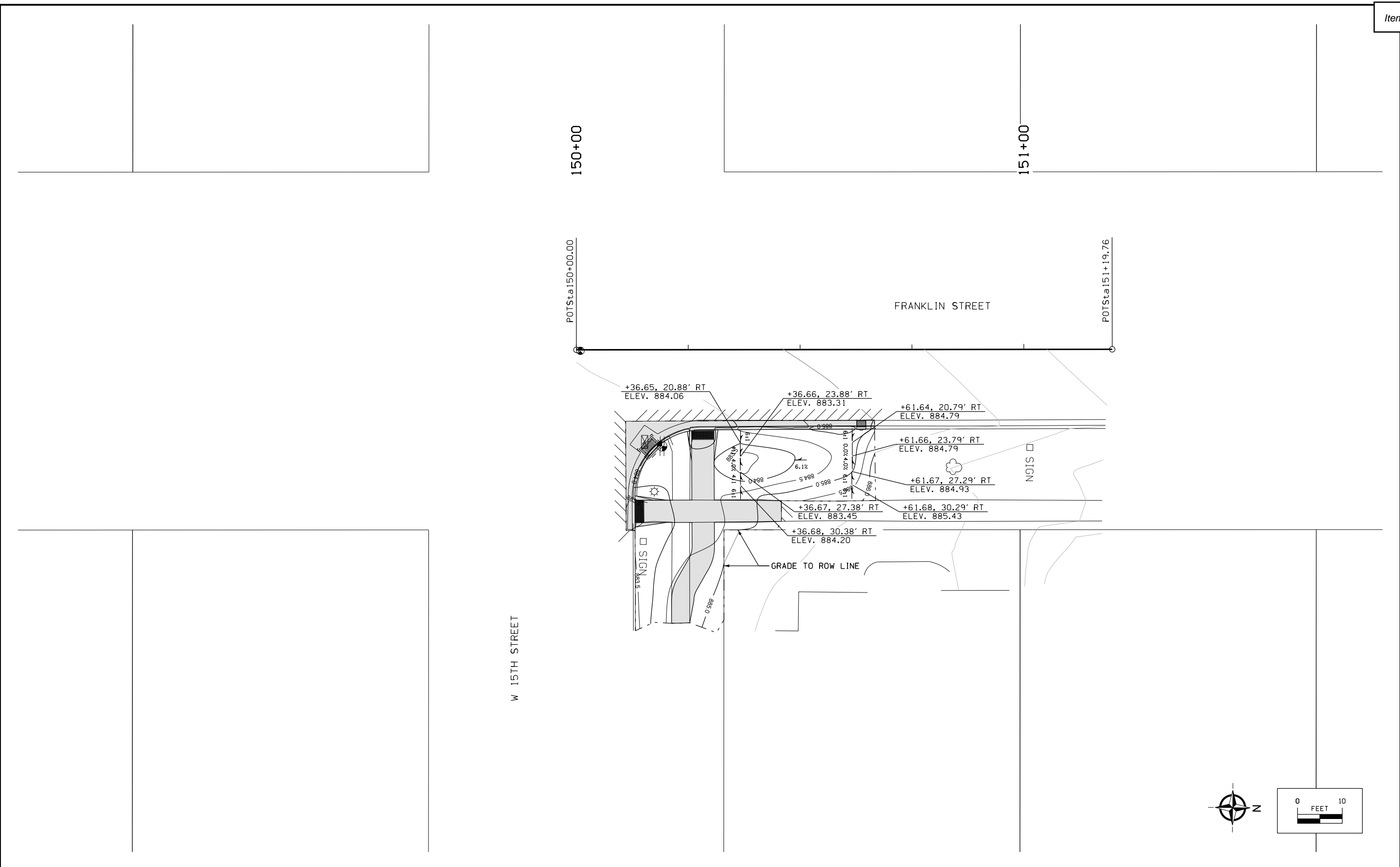
NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

GRADING

SHEET NO.
U.01 627



PROJECT NO: 0019C017.03	DESIGNED BY: M.FAHRER
PROJECT DATE:	CHECKED BY: M.FAHRER
CAD DATE: \$DATE\$	\$TIMES\$ DRAWN BY: T.LECLAIR
CAD FILE: \$FILE\$	

NO	DATE	BY	REVISION DESCRIPTION



CLAY STREET PARK WATER QUALITY IMPROVEMENTS
 WEST 15TH STREET TO WEST 16TH STREET
 CEDAR FALLS, IA

GRADING

SHEET NO.
U.02
 628

PROJECT SPECIFICATIONS

For

Clay Street Park Water Quality Improvements

Project No. ST-077-3146
Cedar Falls, Iowa


ENGINEER'S CERTIFICATION	
	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p>
	<p><i>Michael J. Fahrner</i> <u>5-27-2020</u></p> <p>Michael J. Fahrner, P.E. Date</p> <p>License Number: 25326 My license renewal date is December 31, 2020 Pages or sheets covered by this seal: All sheets</p> <hr/> <hr/> <hr/>

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2020 edition of the “STATEWIDE URBAN DESIGN AND SPECIFICATIONS PROGRAM” (SUDAS) as the City’s Standard Specification.

This Standard Specification is amended by the “City of Cedar Falls’ 2020 Supplemental Specifications to the most current edition of the SUDAS STATEWIDE URBAN DESIGN AND SPECIFICATIONS PROGRAM”

Links to both documents can be found on the City’s website at:
www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

30-32

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE CLAY
STREET PARK WATER QUALITY IMPROVEMENTS PROJECT, CITY
OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER
PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated total Cost for the construction of the Clay Street Park Water Quality Improvements Project in said City at 7:00 p.m. on the 6th day of July, 2020, said meeting to be held in the Council Chambers in the City Hall 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract or the estimated total cost of making said improvement.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____

Jacque Danielsen, MMC
City Clerk

NOTICE TO BIDDERS
CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT
CLAY STREET PARK WATER QUALITY IMPROVEMENTS PROJECT

Time and Place for Filing Sealed Proposals: Sealed proposals will be received at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 2:00 p.m. on the 14th day of July, 2020.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be opened and read at 2:00 p.m. on the 14th day of July, 2020 in the City Council Chambers at City Hall, 220 Clay Street, Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on July 20th, 2020 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. Contractor shall reach substantial completion no later than October 16, 2020 and shall fully complete close-out of the project no later than November 16, 2020. In addition, the alley and biocells shall be completed with the calendar days specified in the "06 Contract Time" within Division 2.

Bid Security: Each Form of Proposal shall be accompanied in a separate envelope by a Bid Security as defined in the Instructions to Bidders - Division 1, Section 05.

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and materials, or both, in the execution of the work provided for in the contract.

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Electronic contract documents will become available Tuesday, June 16, 2020 at no cost by clicking on the "Bid Opportunities" link at www.cedarfalls.com and choosing the **Clay Street Park Water Quality Improvements** project (Quest Project #7111570) from the list. Project information, Engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at www.QuestCDN.com.

Contact Matthew Tolan for document distribution or any questions via phone: (319) 268-5161, fax: (319) 268-5197, or email: matthew.tolan@cedarfalls.com. QuestCDN reference number 7111570.

and intakes; placement of storage and filter aggregate; installation of permeable interlocking clay brick paver, concrete alley apron and concrete edge restraint; installation of modified soil, plantings, mulch and seed.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA

BY: _____

Jacque Danielsen, CMC

City Clerk

DIVISION I – Instructions to Bidders

The work comprising the Clay Street Park Water Quality Improvements Project shall be constructed in accordance with the 2020 edition of the Statewide Urban Standard Specifications for Public Improvements (SUDAS) and as further modified by the City of Cedar Falls' 2020 Supplemental Specifications to the 2020 edition of the SUDAS and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your Bid, please review the requirements of "Division One, General Provisions and Covenants," in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your Bid not to be read.

01 Definition and Terms

Add the following to the SUDAS Standard Specifications Section 1010 – 1.03:

Code of Iowa: The latest edition of the Iowa Code

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: Clay Street Park Water Quality Improvements Project No. ST-077-3146

02 Qualification of the Bidder

Add the following to The SUDAS Standard Specifications Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm

or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to The SUDAS Standard Specifications Section 1020 – 1.02:

Plans, Specifications, and a Form of Proposal may be obtained from the City Engineer's Office. Plans, Specifications, and the Form of Proposal have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

04 Taxes

Add the following to The SUDAS Standard Specifications Section 1020 – 1.08:

Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the work performance of this project. Products utilized in the construction of this project will be exempt from sales tax as provided by the current Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to The SUDAS Standard Specifications Section 1020 – 1.12:

The Bid Security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The Bid Security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The Bid Bond must be submitted on the enclosed Bid Bond form, as no other Bid Bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature on the Bid Bond is not acceptable. Bid Security other than said Bid Bond shall be made payable to City Clerk of the City of Cedar Falls."

“Miscellaneous Bank checks,” as well as “Money Orders” and “Traveler’s Checks” issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on the Form of Proposal shall be filled in ink, typed or computer printed. The Bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the Bidder shall submit a form titled as “Form of Proposal,” followed by: the project name, project number, the City of Cedar Falls, Iowa and the Bidder's name. The form shall then include the item numbers, item descriptions and units, and their quantities. The Bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for each purpose, and the total amount of the proposal obtained by adding the cost extension for every bid item. The form shall then conclude with the Bidder's name, the legible printed name of its representative, and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the Bidder and its official address, and the Bidder's representative's legible printed name, signature, and title. The “entry area for total bid” line on the supplied Form of Proposal shall also be completed with the entry of "see attached".

The Form of Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidders Status Form, and Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To: City Clerk
City of Cedar Falls
City Hall
Cedar Falls, Iowa 50613

Proposal for: Clay Street Park Water Quality Improvements
Project No. ST-077-3146

**FORM OF PROPOSAL
CLAY STREET PARK WATER QUALITY IMPROVEMENTS
PROJECT NO. ST-077-3146
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that _____ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the CLAY STREET PARK WATER QUALITY IMPROVEMENTS Project in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations, and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2 yrs.) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
1	CLEARING AND GRUBBING	LS	1		
2	EXCAVATION, CLASS 10	CY	950		
3	TOPSOIL, ON-SITE	CY	216		
4	MODIFIED SOIL, PLANTING MEDIUM	CY	310		
5	STORM SEWER, TRENCHED, PVC, 12 IN.	LF	8		
6	SUBDRAIN, HDPE, PERFORATED, 6 IN.	LF	425		
7	SUBDRAIN CLEANOUT, A-1, 6 IN.	EA	2		
8	SUBDRAIN CLEANOUT, A-2, 6 IN.	EA	1		
9	SUBDRAIN CONNECTION, HDPE, 6 IN.	EA	4		
10	INTAKE, SW-511	EA	1		
11	INTAKE ADJUSTMENT, MINOR	EA	2		
12	CURB INLET	EA	1		
13	CONNECTION TO EXISTING PIPE	EA	1		
14	CURB AND GUTTER, 2 FT, 8 IN	LF	70		
15	SIDEWALK, PCC, 4 IN	SY	111		
16	SIDEWALK, PCC, 6 IN	SY	21.1		
17	DETECTABLE WARNING	SF	20		
18	DRIVEWAY, PAVED, TYPE B, PCC, 6 IN	SY	65		
19	PAVEMENT REMOVAL	SY	150		
20	ENGINEERING FABRIC	SY	480		
21	STORAGE AGGREGATE	TON	300		

22	FILTER AGGREGATE	TON	155		
23	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	SY	115		
24	PCC EDGE RESTRAINT, 6 IN. CONCRETE SLAB, 4' WIDE	LF	550		
25	TEMPORARY TRAFFIC CONTROL	LS	1		
26	BIOCELL, MULCH AND PLANTINGS	SF	3629		
27	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	ACRE	0.5		
28	WATERING	MGAL	31.1		
29	WARRANTY	LS	1		
30	LARGE BIOCELL, OUTLET STRUCTURE, 6 IN.	EA	1		
31	SILT FENCE	LF	300		
32	SILT FENCE, REMOVAL OF DEVICE	LF	300		
33	INLET PROTECTION DEVICE, FILTER SOCK	EA	3		
34	CONSTRUCTION SURVEY	LS	1		
35	MOBILIZATION	LS	1		
				TOTAL BID	

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items (Items 1-35). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The Owner further

reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within forty-five (45) calendar days after the bid opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required Bond within ten (10) calendar days after the Contract is presented to Bidder for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of _____ in the form of _____, is submitted herewith in accordance with the Instructions to Bidders.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has received the following Addendum or Addenda:

Addendum No. _____ Date _____
Addendum No. _____ Date _____

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.C.A., Section 1001.

Name of bidder

By

Official Address

Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, as Principal, and _____
as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE,"
In the penal sum of _____ Dollars (\$_____) lawful money of
the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted
the accompanying bid dated the _____ day of _____, 20____, for

_____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

Principal (Seal)

By _____ (Title)

Surety (Seal)

By _____
Attorney-in-fact

Witness

Witness

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: CLAY STREET PARK WATER QUALITY IMPROVEMENTS PROJECT, Project No. ST-077-3146 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6th day of July 2020, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. ST-077-3146 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract

- I. Non-collusion Affidavit of Prime Bidder
- m. Bidder Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal” and _____ 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 _____ (\$_____), 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 _____ day of _____, 2020, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

**Clay Street Park Water Quality Improvements Project
Paving / Pavers / Storm Sewer / Biocell
Project ST-077-3146**

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 Polk 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. ST-077-3146

Witness our hands, in triplicate, this _____ day of _____, 2020.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____
Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Owner

City, State, Zip Code

Company Telephone Number

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.

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT: CLAY STREET PARK WATER
QUALITY IMPROVEMENTS
PROJECT
ST-077-3146
Cedar Falls, Iowa

You are hereby notified to commence WORK in accordance with the Agreement dated _____, **2020**, within ten (10) calendar days of _____, **2020** and you are to complete the WORK as follows: furnish all labor, material and equipment necessary for construction of the CLAY STREET PARK WATER QUALITY IMPROVEMENTS PROJECT.

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in this written Notice to Proceed and shall be performed regularly and diligently through the duration of the project.

Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for each calendar day the alley, biocells and other associated work are not substantially complete after the expiration of the contract time set forth. Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for each calendar day that any work remains uncompleted after October 16, 2020 (substantial completion). Substantial completion shall mean that the alley and sidewalks are fully open to the general public and biocell plantings/seeding/mulching/grading are complete with minor work (e.g. watering) to be completed without requiring closures. Contractor shall fully complete the close-out process no later than November 16, 2020. If remaining punchlist items remain after November 16, 2020, liquidated damages will go into effect in the amount of one thousand (\$1,000.00) dollars per calendar day until completed.

City of Cedar Falls, Iowa
(OWNER)

By _____

Title _____

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to The SUDAS Standard Specifications Section 1030 – 1.03:

The successful Bidder shall be required to furnish a Performance, Payment, and Maintenance Bond in the sum equal to one hundred (100%) percent of the total bid. The Maintenance Bond shall guarantee the maintenance of the improvements for a period of two (2 yrs.) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

Add the following to The SUDAS Standard Specifications Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate all operations with the Contractors or Contacts of the following projects and/or events:

- 1) Cedar Falls Utilities Gas Main and Water Main Replacement Projects
- 2) Cedar Falls Utilities overhead to underground electric conversion.
- 3) UNI Fall Classes Resume – August 24, 2020
- 4) Cedar Falls Public Schools Resume (Tentative)– August 24, 2020
- 5) UNI Homecoming – October 17, 2020

03 Protection of Line and Grade Stakes

Add the following to The SUDAS Standard Specifications Section 1050 – 1.10:

The Contractor shall notify the Engineer at least forty-eight hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor shall be charged for the cost of replacing them. Contractor shall pay all said replacement cost(s) prior to the release of the final pay estimate.

04 Borrow and Waste Sites

Add the following to The SUDAS Standard Specifications Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer will review all disposal sites, prior to their use, to determine acceptability. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

05 Subletting or Assignment of Contract

Add the following to The SUDAS Standard Specifications Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty (50%) percent of the total contract cost unless otherwise specified. Any item designated as a Specialty Item may be performed by subcontract, and the cost of any such Specialty Item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization. Any items that have been selected as a Specialty Item for the contract are listed as such in the Special Provisions.

06 Contract Time

Add the following to The SUDAS Standard Specifications Section 1080 – 1.02:

The work on the Contract shall commence ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be completed within the dates as set forth in the written Notice to Proceed.

Final project substantial completion date will be October 16, 2020.

Final project completion and closeout process including punchlist will be November 16, 2020.

Substantial completion shall mean that the alley and sidewalks are fully open to the general public and biocell plantings/seeding/mulching/grading are complete with minor work (e.g. watering) to be completed without requiring closures.

If an alley is not open to local traffic within the allotted working days, liquidated damages of \$1,000.00 per day will be assessed.

07 Work Progress and Schedule

Add the following to The SUDAS Standard Specifications Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth (1/4) of the working days, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the working days, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the working days, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the working days.

08 Weekly Record of Working Days

Add the following to The SUDAS Standard Specifications Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset. Work on Sundays and Holiday's shall only be allowed after prior written approval by the Engineer.

09 Liquidated Damages

Add the following to The SUDAS Standard Specifications Section 1080 – 1.12:

Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

10 Progress Payments and Vouchers

Add the following to The SUDAS Standard Specifications Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first (1st) and third (3rd) Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Sales Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

See Division 2 – Special Provisions Section 06 – Contract time for liquidated damages for final completion date.

Before final payment is made, the Contractor shall furnish lien waivers with original signatures showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor. The City may retain the last pay estimate for a period of ninety (90) calendar days following such completion and approval, unless satisfied that materials and labor have been fully paid for. Electronic signatures will be accepted on lien waivers.

11 Storm Water Pollution Prevention

1. Site Description

The proposed Clay Street Park Water Quality Improvements Project involves the construction of one permeable paver alley and two biocells. The construction shall include a combination of excavation and backfill in the alleys, P.C.C. installation, paver installation, new storm sewer intake and subdrain, curb and gutter installation, plantings and seeding.

Upon removal of pavement in any area, underground construction begins immediately, and construction proceeds continuously until that work section is re-opened to traffic. All areas included in the project are designed with positive drainage to the existing storm sewer system that eventually drains into a branch of the Dry Run Creek and then to the Cedar River.

The Project plan set has details that are incorporated as a part of the Storm Water Pollution Prevention Plan. The Project plan set shows the intended construction erosion control measures to be included in this project. No data is recorded regarding quality of runoff from the project area(s).

2. Erosion and Sediment Controls

Construction activities that disturb subgrade soils are shown in the construction staging plan as included in the Project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of a designated staging plan. Sediment filters shall be installed on intake wells in sump locations and at the low point of each construction stage. Silt fence shall

be installed where necessary to prevent silt from migrating off site. Sediment filters shall also be placed on finished intake openings until all designated areas are seeded or have been paved.

Stabilizing of all disturbed areas shall be by seeding as shown in the Project plan as soon as practical after completion of the backfilling of the curbs and the placement of the topsoil. The Contractor shall be responsible for installation and maintenance of all erosion control measures as described in the Project plan. The Contractor may elect to delegate portions of these tasks to Subcontractors as Contractor chooses.

All Contractors/Subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater and soils by hazardous material and/or pollutants caused by their operations or encountered in their work. All waste building material and supplies must be removed from the site and disposed of legally. If construction equipment maintenance or repair is performed on the site, provisions must be made to capture and remove any lubricants or other fluids and dispose of legally.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by any construction activities.

Each and every Contractor shall be responsible to the owner to:

1. Execute Contractor's/Subcontractor's part of the Storm Water Pollution Prevention Plan as described.
2. Conduct Contractor's/Subcontractor's activities to not damage any existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs at no additional expense to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that are needed during and at the conclusion of the work.

3. Storm Water Management

Storm water will be routed by means of permeable pavement, subdrain, and storm sewer. Subdrain will be used to channel water from the subdrain to the existing main storm sewer pipes. The storm sewer pipes will range in size. Longitudinal sub-drains will be included along the centerline or off center of the alleys. The sub-drains will tie into the storm sewer pipes. The aggregate storage layer will be hydraulically tied to the sub-drain aggregate envelope. Temporary sediment basins are not incorporated because of the limited area exposed in each stage of construction. Sediment filters shall be incorporated in specific intakes to serve as sediment control structures during each stage. Storm water runoff volumes will not increase, and should decrease, as the final result of the permeable alley project. Storm water runoff shall be managed during construction to minimize erosion.

4. Reporting and Updates

The Owner or a representative is to insure compliance with the plans and will carry out regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached "final stabilization" at least once every seven (7) calendar days. Owner will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractors compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. Revisions and modifications shall be made to the control facilities as needed.

12 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the Clay Street Park Water Quality Improvements Project No. ST-077-3146 in accordance with the 2020 edition of the SUDAS and as further amended by the City of Cedar Falls' 2020 Supplemental Specifications to the 2020 edition of the SUDAS.

13 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the Form of Proposal in accordance with the 2020 edition of the SUDAS Specifications and as further amended by the City of Cedar Falls' 2020 Supplemental Specifications to the 2020 edition of the SUDAS.

DIVISION 4 – Supplemental Plans and Specifications

All work shall be constructed as specified in the Contract documents for the Clay Street Park Water Quality Improvements Project in accordance with the 2020 Edition of the SUDAS and as further amended by the City of Cedar Falls' 2020 Supplemental Specifications to the most current edition of the SUDAS, except as amended or supplemented as follows:

Item No. 4 – Modified Soil, Planting Medium

1. **GENERAL, 1.08 MEASUREMENT AND PAYMENT**, following paragraph "M" insert the following:

"N. MODIFIED SOIL, PLANTING MEDIUM:

1. **MEASUREMENT:** Measurement will be the plan quantity in cubic yards, without final field measurement. The plan quantity will be based upon the proposed excavated area to be filled with modified soil, plus an additional 5% to account for anticipated shrinkage. Adjustments may be made to the plan quantities if agreed to by both the Engineer and the Contractor.
 2. **PAYMENT:** Payment will be at the unit price per cubic yard of modified soil.
 3. **INCLUDES:** Unit price includes, but is not limited to, furnishing, hauling, blending, and placing modified soil."
2. Division 2 – Earthwork, Section 2010 – Earthwork, Subgrade, and Subbase, under **PART 2 – PRODUCTS**, following section "2.04" insert the following:

"2.05 MODIFIED SOIL

 - A. **ORGANIC MATERIAL:** Provide suitable organic material composed of products from plant material such as:
 - i. Compost complying with the requirements for mulch for pneumatic seeding in SUDAS Section 9010, 2.07.C.
 - ii. Finely chipped bark (3/8" diameter or less)
 - iii. Finely shredded, partially decomposed mulch
 - iv. Peat and sphagnum peat moss

Other organic material specified by a design engineer or landscape architect provided it has no detrimental chemical compounds, does not have high nutrient content that would increase nutrient loading in leachate, will

increase the water holding capacity of the soil media and will enhance the ability of the media to capture pollutants to facilitate breakdown is also acceptable. Compost shall comply with the requirements for mulch specified in the Iowa SUDAS Specifications Manual, Division 9, Section 9010, Part 2.07C.

- B. **SAND:** Provide clean sand complying with Iowa DOT Section 4110, Gradation No. 1.
- C. **SOIL:** Provide soil taken from the top 6 inches of the A-horizon, have a dark brown to black color, have a granular structure and clay content less than 25% verified with a ribbon test that yields no more than 1”.
- D. **MIXTURE:** The texture of the modified soil mixture will be loamy sand or sandy loam according to the USDA Soil Classification system, soil textural triangle. A laboratory analysis for particle size or a simplified dispersal method for sand content only can also be used to verify soil texture. Thoroughly blend organic materials, sand and soil to provide a mixture with 0-10% suitable organic material, 75-90% sand and 0-25% soil by volume.”

Item No. 5 – Storm Sewer, Trenched, PVC, 12 IN.

The contractor shall install an inline check valve at the upstream inlet of the storm sewer pipe. The check valve shall be Tideflex CheckMate UltraFlex or approved equal.

1. The upstream end shall protrude a minimum of six (6”) inches into the structure to allow easy installation and future maintenance as required.

Item No. 20 – Engineering Fabric

The contractor shall install geotextile fabric in the areas as noted in the construction plans and specifications. This material is to be used to separate the fines in the sub-base from the previous aggregate base. The Contractor shall use geotextiles that are in conformance with Iowa D.O.T. Specification 4196 using the “Subsurface Drainage Table”. Materials IM 496.01 shall also apply for this bid item. Approved manufacturers and brand names are as listed in Materials IM 496.01, 5. Appendix A.

1. Contractor shall place geotextile fabric on the bottom and sides of the soil subgrade. Contractor shall secure the geotextile fabric in place to prevent wrinkling from vehicle tires and tracks on equipment.
2. Contractor shall over-lap the geotextile fabric a minimum of twelve (12”) inches in the direction of drainage.
3. Contractor shall lay the geotextile fabric over the edges of the subgrade to prevent fines from washing into the pervious aggregate base.

Item No. 23 – Permeable Interlocking Pavers, Clay Brick

This bid item is for the furnishing and placement of permeable clay brick pavers. Pavers shall be a permeable clay brick paver by Belden Brick Company or approved equivalent. Paver color shall be Regimental Red and paver color sample shall be incidental to bid item. Pavers shall meet or exceed the requirements of ASTM standard C 1272; heavy vehicular paving brick. See the ASTM standard for additional requirements. Placement of the permeable pavers shall be as shown in the detail(s) in the construction documents. The permeable pavers shall be placed in a Herringbone pattern.

Contractor’s placement of the permeable clay pavers shall be as follows:

- A. Where pavers are placed against a curb and gutter or other pavement, installation of an edge course or soldier course is required if the pavement edge is not straight. Trim pavers as required

to compensate for deviations in the adjacent pavement edge. Do not cut pavers to less than 1/3 their original size.

- B. Install PCC edge restraint.
- C. Place chalk lines on the bedding course to maintain straight joint lines.
- D. After pavers have been installed on the bedding course, and all cut pavers have been inserted to provide a full and complete surface, inspect pavers for damaged units and irregular joint lines. Remove and replace pavers as required.
- E. After inspection and replacement of damaged pavers, fill joint openings with bedding stone. Sweep the surface clean.
- F. Compact pavement surface with two passes of a vibratory plate compactor capable of at least 5,000 pounds centrifugal compaction force. Do not operate plate compactor within 6 feet of an unrestrained pavement edge.
- G. Re-inspect pavers, and remove and replace all damaged units. Refill joint openings completely. Sweep pavers clean. Complete compaction with two passes of the plate compactor.
- H. Refill all paver joint openings with bedding aggregate 6 months after installation.

Quality control Standards shall be as followed:

- A. Ensure horizontal alignment of the PCC edge restraint is within 1/2 inch of design alignment.
- B. Ensure final surface is within 3/8 inch when tested with a 10 foot straightedge.
- C. Ensure no greater than 1/8 inch difference in height between adjacent pavers.
- D. Maintain surface elevation within 1/4 inch above adjacent drainage inlets, gutters, and other appurtenances.

Item No. 24 – PCC Edge Restraint, 6” Concrete Slab, 4’ Wide

Coarse aggregate for P.C.C. shall be Class 3 durability. Seal all expansion joints. Subgrade preparation, compaction, forming, concrete placement, finishing, curing, jointing, and joint sealing shall be considered incidental to the bid item. Concrete collar(s) around pavers shall be P.C.C., 6”, Class ”C”. Horizontal alignment requirement shall be per SUDAS section 7080-3.10-A.

Item No. 26 – Biocell, Mulch and Plantings

Mulch shall be single or double shredded hardwood mulch. The mulch layer should be free of other materials, such as weed seeds, soil, roots, etc. The mulch should be applied to a maximum depth of three inches. Grass clippings should not be used as a mulch. A sample shall be submitted to the engineer for review and approval prior to installation.

Item No. 27 – Hydraulic Seeding, Fertilizing and Mulching, Type 1

Seed shall be Type 1, Permanent Lawn Mixture. The subgrade area shall be free of debris and rocks; and raked smooth before applying the hydraulic mulch/seed mix. The seed type shall be Type 1, permanent lawn mixture. The Contractor shall follow SUDAS Specification 9010.305 for the site preparation and the application procedure.



**OPINION OF PROBABLE CONSTRUCTION COSTS
CITY OF CEDAR FALLS
CLAY STREET PARK WATER QUALITY IMPORVEMENTS
City Project Number ST-077-3146
5/27/2020
FINAL PLANS**



Bid Date: TBD

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	UNIT PRICE	DIVISION 1 (City Funding)		TOTAL	
					QUANTITY	SUBTOTAL	QUANTITY	PRICE
1	2010-108-C-0	CLEARING AND GRUBBING	LS	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00
2	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$ 15.00	950	\$ 14,250.00	950	\$ 14,250.00
3	2010-108-D-1	TOPSOIL, ON-SITE	CY	\$ 15.00	216	\$ 3,240.00	216	\$ 3,240.00
4	2010-108-N-0-CF	MODIFIED SOIL, PLANTING MEDIUM	CY	\$ 50.00	310	\$ 15,500.00	310	\$ 15,500.00
5	4020-108A-1	STORM SEWER, TRENCHED, PVC, 12 IN.	LF	\$ 100.00	8	\$ 800.00	8	\$ 800.00
6	4040-108-A-0	SUBDRAIN, HDPE, PERFORATED, 6 IN.	LF	\$ 15.00	425	\$ 6,375.00	425	\$ 6,375.00
7	4040-108-C-0	SUBDRAIN CLEANOUT, A-1, 6 IN.	EA	\$ 750.00	2	\$ 1,500.00	2	\$ 1,500.00
8	4040-108-C-0	SUBDRAIN CLEANOUT, A-2, 6 IN.	EA	\$ 500.00	1	\$ 500.00	1	\$ 500.00
9	4040-108-D-0	SUBDRAIN CONNECTION, HDPE, 6 IN.	EA	\$ 250.00	4	\$ 1,000.00	4	\$ 1,000.00
10	6010-108-B	INTAKE, SW-511	EA	\$ 4,500.00	1	\$ 4,500.00	1	\$ 4,500.00
11	6010-108-F-0	INTAKE ADJUSTMENT, MINOR	EA	\$ 1,500.00	2	\$ 3,000.00	2	\$ 3,000.00
12	6010-108-I-0	CURB INLET	EA	\$ 1,750.00	1	\$ 1,750.00	1	\$ 1,750.00
13	6010-108-J-0	CONNECTION TO EXISTING PIPE	EA	\$ 1,500.00	1	\$ 1,500.00	1	\$ 1,500.00
14	7010-108-E-0	CURB AND GUTTER, 2 FT, 8 IN	LF	\$ 50.00	70	\$ 3,500.00	70	\$ 3,500.00
15	7030-108-E-0-A	SIDEWALK, PCC, 4 IN	SY	\$ 40.00	111	\$ 4,440.00	111	\$ 4,440.00
16	7030-108-E-0-B	SIDEWALK, PCC, 6 IN	SY	\$ 55.00	21.1	\$ 1,160.50	21.1	\$ 1,160.50
17	7030-108-G-0	DETECTABLE WARNING	SF	\$ 40.00	20	\$ 800.00	20	\$ 800.00
18	7030-108-H-1	DRIVEWAY, PAVED, TYPE B, PCC, 6 IN	SY	\$ 50.00	65	\$ 3,250.00	65	\$ 3,250.00
19	7040-108-H-0	PAVEMENT REMOVAL	SY	\$ 20.00	150	\$ 3,000.00	150	\$ 3,000.00
20	7080-10-8-B-0	ENGINEERING FABRIC	SY	\$ 3.00	480	\$ 1,440.00	480	\$ 1,440.00
21	7080-108-D-0	STORAGE AGGREGATE	TON	\$ 30.00	300	\$ 9,000.00	300	\$ 9,000.00
22	7080-108-E-0	FILTER AGGREGATE	TON	\$ 30.00	155	\$ 4,650.00	155	\$ 4,650.00
23	7080-108-F-0	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	SY	\$ 135.00	115	\$ 15,525.00	115	\$ 15,525.00
24	7080-108-G-0	PCC EDGE RESTRAINT, 6 IN. CONCRETE SLAB, 4' WIDE	LF	\$ 25.00	550	\$ 13,750.00	550	\$ 13,750.00
25	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00
26		BIOCELL, MULCH AND PLANTINGS	SF	\$ 6.00	3629	\$ 21,774.00	3629	\$ 21,774.00
27	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	ACRE	\$ 5,000.00	0.5	\$ 2,500.00	0.5	\$ 2,500.00
28	9010-108-D	WATERING	MGAL	\$ 30.00	31.1	\$ 933.00	31.1	\$ 933.00
29	9010-108-D	WARRANTY	LS	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
30	9040-108-L-1	LARGE BIOCELL, OUTLET STRUCTURE, 6 IN.	EA	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00
31	9040-108-N-2	SILT FENCE	LF	\$ 3.00	300	\$ 900.00	300	\$ 900.00
32	9040-108-N-3	SILT FENCE, REMOVAL OF DEVICE	LF	\$ 0.75	300	\$ 225.00	300	\$ 225.00
33	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EA	\$ 250.00	3	\$ 750.00	3	\$ 750.00
34	11010-108-A	CONSTRUCTION SURVEY	LS	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00
35	11020-108-A	MOBILIZATION	LS	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00
SUBTOTAL CONSTRUCTION						\$ 159,012.50		\$ 159,012.50
CONTINGENCIES (15%)								\$ 23,852.00
CONSTRUCTION TOTAL								\$ 182,864.50
ENGINEERING SERVICES (FOTH) TOTAL								\$ 24,157.00
TOTAL PROJECT COST								\$ 207,022

Notes 1) City CIP Budget: \$192,000